

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

GENERAL GUIDELINES FOR COMPLETING REQUEST FOR PROPOSALS PACKAGE

This document is intended as a guideline to assist prospective proposers in successfully completing the necessary Proposal paperwork. You are strongly encouraged to read the Instructions for Proposers Sections very carefully. This document is NOT intended to replace the more-detailed instructions that are included in the attached Proposal Package.

- It is **EXTREMELY IMPORTANT** that all required forms be filled out completely. Federal and State Regulations mandate that these forms be filled out properly. Failure to fill out these forms may result in your Proposal being ruled non-responsive. Non-Responsive Proposals **will not** be awarded the contract.
- **REMEMBER to completely fill out** all REQUIRED FORMS (see REQUIRED FORMS Checklist). The forms that are checked off are the only ones that apply to this Proposal. Please submit them in the correct order by Page Number.
- **In the event the Proposal requests specific information; Please use the forms provided, attach additional sheets to the forms if necessary. DO NOT substitute your own forms.**
- If a form does not apply to your business or Proposal, please mark the form Not Applicable or some other similar wording at your discretion.
- DBE (Disadvantaged Business Enterprise) Obligation. RIPTA agrees to ensure that DBEs, as outlined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts. Therefore, it is imperative that you read the DBE Section and complete the necessary Paperwork DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.
- Make Sure the Proposal Response is received by the RIPTA Purchasing Department by the designated date and time. Late Proposals will not be accepted.
- It shall be the responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda.
- Make Sure that the Proposal is returned in a **Sealed** Envelope or Box **CLEARLY LABELED** with the following Information: **Proposal Number and what the Proposal is for. This information should be in the lower left-hand corner.** The envelope or box should also be labeled **Proposal DOCUMENTS ENCLOSED**
- When in doubt, contact RIPTA Contracts Manager sgomes@ripta.com
- **Proposal must be submitted pre-punched for standard three ring binders. A binder is not required. Spiral bound Proposal submittals WILL NOT be allowed. Please note that United Parcel Service will not deliver to our address. Please do not wait until the last minute with questions. RIPTA has limited Staff, which may not be available at all times.**

Please refer to Page 82 for Scope of Work

The following label shall be affixed to the envelope or package containing the Proposal response documents. It is imperative that his label be affixed to ensure the Proposal documents are received and routed in the proper manner:

Return Address

PROPOSAL DOCUMENTS ENCLOSED

CONTRACTS MANAGER

Rhode Island Public Transit Authority
Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907

PROPOSAL NUMBER: **23-31**

PROPOSAL FOR: **Security Gates and Fencing**

DUE: **June 28, 2023**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

705 Elmwood Avenue
Providence, RI 02907

REQUIRED COMPANY INFORMATION FORM

The following information is mandatory; Failure to complete this section may jeopardize your eligibility to be awarded the contract. ALL SECTIONS OF THIS FORM MUST BE FILLED OUT COMPLETELY

THIS INFORMATION IS REQUIRED IN ACCORDANCE WITH 49CFR 26.11.

THIS FORM IS REQUIRED FOR ALL PROPOSERS, PRIME CONTRACTORS, POTENTIAL SUBCONTRACTORS AND SUBCONTRACTORS

PLEASE PRINT OR TYPE YOUR INFORMATION

COMPANY NAME _____

COMPANY STREET ADDRESS: _____

COMPANY MAILING ADDRESS: _____

COMPANY REMIT TO ADDRESS: _____

COMPANY CONTACT PERSON: _____

COMPANY TELEPHONE NUMBER: _____

EMERGENCY 24 HOUR TELEPHONE NUMBER(S) (IF APPLICABLE): _____

COMPANY TELEFAX NUMBER: _____

COMPANY CONTACT EMAIL: _____

AGE OF THE FIRM (YEARS): _____

ANNUAL GROSS RECEIPTS (DOLLARS): _____

AVG 3 YEAR GROSS RECEIPTS LESS THAN 23.98 MILLION YES NO

DOES THE STATE OF RHODE ISLAND AS CERTIFY YOUR FIRM A DISADVANTAGED BUSINESS ENTERPRISE? _____

DUNN AND BRADSTREET NUMBER: _____

NAICS CODE: _____ INDUSTRY _____

NAICS Code can be found at the following website: www.naics.com

COMPANY STATUS: PRIME CONTRACTOR SUBCONTRACTOR

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-31

REQUEST FOR PROPOSALS

PROPOSAL NO: 23-31

DATE OF INVITATION: June 8, 2023

PRE-PROPOSAL MEETING: June 14, 2023

PROPOSAL RECEIPT DATE: June 28, 2023

FURNISHING OF: Security Gates and Fencing

FEDERAL TRANSIT ADMINISTRATION PROJECT NO. Various FTA Funding

The participant shall specify the official name of his/her company in the upper left-hand corner of the Proposal Response Envelope and show **PROPOSAL NO: and Proposal Description in the lower left-hand corner and send or deliver to:**

**Purchasing Department
Room 217
705 Elmwood Avenue
Providence, RI 02907**

The participant shall execute the offer form enclosed herewith.

Proposals will be reviewed and evaluated; all participants will be notified as soon as approval of award is made.

The Proposers shall execute the offer form enclosed herewith. The Proposers shall return **2 copy (ies)** with the **original** Proposal.

RIPTA RESERVES THE RIGHT TO REJECT PROPOSALS FROM PARTICIPANTS WHO HAVE NOT USED THE FORM AND PROPER PROPOSAL RESPONSE ENVELOPE FORMAT.

RIPTA RESERVES THE RIGHT TO CANCEL ANY PARTICULAR SOLICITATION, AND/OR REJECT ANY OR ALL PROPOSALS.

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

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B.	<u>Sign samples of each color and material (6 x 6 inches).</u>	<u>1</u>
C.	<u>Stainless steel hardware proposed for the anchorage of the signage system to each surface type.</u>	<u>1</u>
D.	<u>Manufacturer’s printed specifications and maintenance instructions.</u>	<u>1</u>
E.	<u>Sign location plan, showing location, type, and total number of signs required.</u>	<u>1</u>
F.	<u>Shop drawings: Identify materials, show joints, welds, anchorage, accessory items, mounting and finishes.</u>	<u>1</u>
G.	<u>Layout patterns for dimensional letters.</u>	<u>1</u>
A.	<u>Locate signs as shown on the drawings or directed by owner</u>	<u>2</u>
B.	<u>Provide stainless steel anchoring hardware appropriate for substrate.</u>	<u>2</u>
C.	<u>Mount signs in proper alignment, level and plumb.</u>	<u>2</u>
D.	<u>When exact position, angle, height, or location is not clear, contact Owner for resolution.</u>	<u>2</u>
E.	<u>At completion of sign installation, clean exposed sign surfaces.</u>	<u>2</u>
F.	<u>Clean and repair adjoining or adjacent surfaces that became soiled or damaged as a result of installation of signs.</u>	<u>2</u>
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A. **Date of Invitation:** June 8, 2023

B. Pre-Proposal Conference:

- Any and all appeals must be submitted in writing prior to the time and date set for the Pre-Proposal Meeting.

C. Request for Approved equals and Questions

1. **Date:** June 19, 2023
2. **Time:** 1:00 p.m. Eastern Time
3. **Response to approved equals:** approximately 5 days prior to Proposal opening.

Requests for Approved Equals must be accompanied by adequate Technical Information for the Authority to review. Requests submitted with insufficient information will not be considered.

It should be noted that Requests for Approved Equals/Questions can be used for both questions regarding the technical specifications and regarding contractual terms and conditions

Approved Equals must be submitted by the Prime Contractors only. Potential Subcontractors must coordinate with Prime Contractors for submission of any products they wish to submit.

1. Date: June 28, 2023

- 1**

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-31

II. NOTICE TO OFFERORS

A. DATE: June 8, 2023

The Rhode Island Public Transit Authority (RIPTA) is requesting Proposals for the following:

Security Gates and Fencing

All Proposals shall be submitted in the required format and quantity as set forth in the RFP. This Proposal must be received by June 28, 2023 at 1:00 p.m. Eastern Time by the Purchasing Department, Room 217, 705 Elmwood Avenue Providence, Rhode Island 02907. **Please be advised that United Parcel Service does not deliver to this address.**

Award of contract is subject to financial assistance of 80% from the U.S. Department of Transportation (FTA Project Various FTA Funding) and 20% from RIPTA. The successful Proposer shall comply with the conditions and terms applicable thereunder.

A Pre-Proposal Meeting will be held at RIPTA 705 Elmwood Ave, Providence, RI at 10:30 AM Eastern Time on June 14, 2023. Proposers are expected to download and review the Proposal Technical Specifications prior to the pre-Proposal meeting. This is not required but encouraged.

The successful Proposer shall be required to comply with all applicable Equal Opportunity and Disadvantaged Business Enterprise regulations. Proposers are encouraged to view the Rhode Island Minority Business Enterprise (RIMBE) website for a list of Disadvantaged Business Enterprise vendors that may be interested in working with your company on this Proposal. All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal.

The RIMBE Website address is <http://odeo.ri.gov/offices/mbeco/dbe-program.php>

The Disadvantaged Business Enterprise goal for this project is Not Applicable %

The successful Proposer shall be required to certify that he is not on the Comptroller General's List of Ineligible Contractors.

An electronic copy of the IFB is available on the State of Rhode Island, Department of Administration, Division of Purchases Website.

<http://www.purchasing.ri.gov/bidding/ExternalBidSearch.aspx>

RIPTA Solicitations can be found in the Quasi-Public Sector, listed under the Rhode Island Public Transit Authority. Bidders must **download the Bid documents and complete the required forms.**

If you are unable to access the Internet, a printed copy of the Proposal may be obtained from RIPTA's Purchasing Department by calling Sheryl Gomes at (401) 784-9500, ext. 1281.

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III. CONTACT LIST

Please contact RIPTA's Contracts Manager with any questions you may have regarding this Procurement.

A. Contracts Manager

Ms. Sheryl Gomes
Phone: (401) 784-9500 extension 1281
sgomes@ripta.com

All contacts with the Authority regarding this Procurement Action shall be directed to the RIPTA Contracts Manager. The Contracts Manager will contact the appropriate RIPTA Staff as needed. The Authority does not assume responsibility for the accuracy of information obtained from other RIPTA Staff.

Failure to adhere to this procedure may result in rejection of your Proposal.

IV. PUBLIC COPY OF PROPOSAL SUBMITTAL

Each Proposers must submit a copy of their proposal submittal to be available for public inspection upon opening of the proposals. The burden to identify and withhold from the public copy that is released at the proposal opening any trade secrets, commercial or financial information or other information the Proposers deems not subject to public disclosure pursuant to Chapter 38-2 of the Rhode Island Access to Public Records Act shall rest with the Proposers submitting the proposal. Failure to submit a "Public Copy" will result in the submitted copy being deemed available to the public.

V. ELECTRONIC COPY OF THE PROPOSAL RESPONSE

Each Proposer must submit an electronic copy of their Proposal Response. **The electronic version shall be a flash drive.** This is in addition to the number of printed copies requested elsewhere in this document. **This must be submitted WITH the proposal, NOT sent separately. Please DO NOT Password Protect the electronic version.**

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VI. INSTRUCTIONS FOR PROPOSERS

A. Definition of Terms.

Whenever herein or in the Proposal contract documents the following terms, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

1. **Procuring agency**
Procuring Agency is defined as the Rhode Island Public Transit Authority.
2. **RIPTA**
RIPTA shall refer to the Rhode Island Public Transit Authority.
3. **Contractor**
Contractor shall mean the successful Proposers to whom a contract is awarded.
4. **Request for Proposals (RFP)**
Request for Proposals shall mean the complete assembly of related documents, whether attached or incorporated by reference, furnished by RIPTA for the purpose of proposing, including the Request for Proposals, the Instructions for Proposers, Supplemental Conditions, Specifications, Proposal Form, Proposal Attachments, and Addenda, if any. Proposals shall be in strict accordance with the Terms of the RFP.
5. **Authorized Signature.**
The person who is executing this contract on behalf of the Proposers and who is authorized to bind the Proposers.
6. **Request for Proposals.**
The advertisement of the issuance by RIPTA of a Request for Proposals, which is published, posted, and sent to prospective proposers informing interested persons of the proposed procurement.
7. **Proposal Evaluation Factors/Criteria**
Evaluation Factors/Criteria given in the Technical Specifications are not listed in order of priority. The order of the listing has no relationship to the relative importance of the factors.
8. **Basis of Award**
The Contract will be awarded to the vendor that submits the Proposal that is rated the overall best value to the Authority.
9. **Notice of Award.**
The receipt of a Purchase Order or Letter of Contract issued by RIPTA shall serve as notice of the award of contract.
10. **Specifications.**
The written description and statement of necessary requirements of the equipment/construction, supplies and/or service to be provided.
11. **Tender**
The Proposer's documents and all attachments tendered in response to the Proposal requests.

B. Form of Proposal and Signature.

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The Proposal shall be presented with an original and 2 copies on the forms provided herewith by RIPTA and shall be enclosed in a sealed envelope marked and addressed as required on the Proposal form.

Depending upon whom the Proposal is made by the following signature and instructions must be followed:

1. Sole Owner.

Proposal shall be signed with his full name, and his address shall be given.

2. General Partnership.

Proposal shall be signed with the partnership name by a partner who shall also sign his/her own name, and the name and address of each partner shall be given.

3. Limited Partnership

Proposal shall be signed with the partnership name by a general partner who has authorization to do so who shall also sign his/her own name.

4. Corporation.

Proposal shall be signed by an officer or other individual who has the full and proper authorization to do so, and the corporate seal shall be affixed to the contract, or if the corporate seal is not affixed to the contract and it is signed by a person other than an officer, there must be attached to the contract a certified copy of a resolution of the corporation authorizing such officer or person to sign written contracts for and on behalf of the corporation.

C. Proposal.

The terms of the Proposal must not be changed. All blank spaces in said form shall be properly filled. Alterations by erasure or interlineation must be explained or noted in the Proposal over the signature of the Proposers. If the unit price and the total amount named by a Proposers for any item, do not agree, **the unit price** alone will be considered as representing the Proposer's intention.

D. Unauthorized Conditions.

Unauthorized conditions, limitations or provisions attached to a Proposal will render it informal and may cause its rejection.

E. Submission of Proposal.

Prior to the hour specified in the Request for Proposals inviting sealed Proposals, all Proposals shall be delivered to the Contracts Manager at the address shown in the Request for Proposals. All costs associated with preparation and submission of a Proposal shall be borne by the Proposers. The Authority assumes no responsibility for these costs.

Each Proposal shall be in a sealed envelope properly labeled on the outside with the Proposal number and description. No Proposals received after said time or at any place other than the time and place as stated in the Request for Proposals will be considered. **No Proposal electronically transmitted, e.g., email and fax will be considered.**

F. Modification or Withdrawal of Proposal.

A Proposal may be modified or withdrawn by written notice received in the office designated in the Request for Proposals no later than the exact time set for receiving of Proposals. A Proposal may be withdrawn in person by a Proposers, or his/her authorized representative provided his/her identity is made known and he signs a receipt for the Proposal if the withdrawal is prior to the exact time set for receiving

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the Proposals. Modifications of Proposals and requests for withdrawal of Proposals which are received in the office designated in the Request for Proposals after the exact time set for opening are "late modifications" and "late withdrawals" respectively. A late modification or late withdrawal will be subject to the rules and procedures applicable to late Proposals. A late modification of an otherwise successful Proposal will be opened at any time it is received. If, in the judgment of the Director of Procurement, it makes the terms of the Proposal more favorable to RIPTA, it will be presented to the Contract Manager and Director of Procurement for consideration.

G. Proposers Interviews or Presentations

The Authority reserves the right, at its sole discretion, to request Proposal respondents to make presentations or interviews. This may be done in person, or through electronic means (i.e., telephone or via the internet). The purpose of this presentation is to enhance the presentation, not to amend it. Proposers should prepare their Proposal responses based upon the assumption that there will not be interviews, unless specifically stated in the Technical Specifications. The Written Proposal should reflect their best effort.

H. Samples

Samples, when required, must be submitted within the time specified, at no expense to RIPTA. If not, destroyed or used up during testing, samples will be returned upon request at the Proposer's expense.

I. Canvass of Proposals.

At the hour specified in the Request for Proposals, a designee will receive the Proposals. An award will be made, or Proposals rejected by RIPTA within the time specified in the specifications or Proposal forms, or if not specified, within a reasonable time after Proposals have been opened.

J. Rejection of Proposals.

RIPTA reserves the right to reject any and all Proposals. The right is reserved to reject any or all Proposals, and to waive technical defects as the interest of RIPTA may require. Each Proposer shall be notified if all Proposals are rejected.

K. Sales Tax Exemption.

RIPTA confirms there are no state, local, or federal taxes applicable to this purchase.

L. Delivery Charges.

Unless otherwise stated in the RFP, proposers shall include freight and/or delivery charges in the total price of their Proposals.

M. Alternative Proposal

Submissions of an alternative Proposal or Proposals, except as specifically called for in the Specifications or RFP, will render the Proposal informal and may cause its rejection.

N. Non-Collusive Affidavit.

The Proposers represents and warrants that its Proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not therein named, and that the Proposers has not, directly or indirectly, induced or solicited any other Proposers to submit a sham Proposal or any other person, firm or corporation to refrain from proposing, and that the Proposers has not in any manner sought by collusion to secure itself an advantage over any other Proposers.

O. Interest of RIPTA Personnel.

The Proposers represents and warrants that neither the Chief Executive Officer, nor any Board Member, nor any employee of RIPTA, is in any manner interested directly

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or indirectly in the Proposal or in the contract, which may be made under it, or in any expected profits to arise therefrom.

P. Penalty for Collusion.

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Proposal or Proposals, colluded with any other party or parties, then the contract so awarded shall be **voidable** by RIPTA and the Contractor and his bondsmen shall be liable to RIPTA for all loss or damage which RIPTA may suffer thereby and the RIPTA Board may advertise for a new contract for said labor, supplies, materials, equipment or service.

Q. Proposal Acceptance Period

All Proposals shall remain in effect one hundred twenty (120) calendar days from the date of Proposal opening. Proposals offering less than one hundred twenty (120) calendar days for acceptance by RIPTA from the date set for opening will be considered non-responsive and will be rejected.

R. Postponement.

RIPTA reserves the right to postpone, for its own convenience, the date the Proposal is to be received, but any Proposers whose Proposal has already been submitted to RIPTA when the decision to postpone is made shall be afforded the opportunity to revise or withdraw its Proposal.

S. Amendment and/or Postponement.

RIPTA reserves the right to revise or amend the specifications up to the time set for the receiving of Proposals. Such revisions and addenda, if any, shall be announced by addenda to this solicitation. It shall be the responsibility of prospective proposers to check the State of Rhode Island, Department of Administration Division of Purchases Website for any addenda. If the revisions and addenda require changes in quantities or price Proposal, or both, the date set for receiving Proposals may be postponed by such number of days as in the opinion of RIPTA shall enable proposers to revise their Proposals. In any case, Proposal openings shall be at least seven (7) working days after the last addendum, and the addenda shall include an announcement of the new date, if applicable.

T. Single Proposal.

1. In the event a single Proposal is received, RIPTA will, at its option, either conduct a price and/or cost analysis of the Proposal and make the award by negotiation or reject the Proposal and re-advertise. A price analysis is the process of examining the Proposal and evaluating a prospective price without evaluating the separate cost elements. Price analysis shall be performed by comparison of the price quotations submitted on other current quotations, with published price lists, or other established or competitive prices. The comparison shall be made to a purchase of similar quantity and involving similar specifications. Where a difference exists, a detailed analysis must be made of this difference and costs attached thereto.
2. Where it is impossible to obtain a valid price analysis, it may be necessary for RIPTA to conduct a cost analysis of the Proposal price. Cost analysis is the review and evaluation of a contractor's cost or pricing data and of the factors applied in projecting from such data the estimated costs of performing the contract, assuming reasonable economy and efficiency.
3. The price and/or cost analysis shall be made by RIPTA's Procurement Department.

U. Qualifications for Award.

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The Proposers must be a person, firm, or corporation that:

1. Has in operation, or has the capability to have in operation, a manufacturing plant adequate to assure delivery of all equipment within the time specified under this contract.
2. Has adequate service personnel, or has the capability to have such personnel, to satisfy any service problems that may arise during the warranty period.
3. Has the necessary facilities and financial resources or has the capability to obtain such facilities and resources to complete the contract in a satisfactory manner within the required time.
4. The Procuring agency shall have the right to conduct a pre-award survey on each Proposers. Doubt as to the capability or technical ability, productive capacity, or financial strength, which cannot be resolved affirmatively, shall require a determination of non-responsibility by RIPTA.

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V. **Ineligible Proposers.**

The Proposers shall be required to certify, upon request, that it is not on the U.S. Comptroller General's Consolidated List of Persons or Firms currently debarred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

W. **Disadvantaged Business Enterprise (DBE)**

The Rhode Island Public Transit Authority shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE Program or the requirements of 49 CFR part 26. RIPTA will take all-necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. RIPTA's DBE Program, as required by 49 CFR part 26 and as approved by DOT, is incorporated herein by reference. Implementation of this DBE Program is a legal obligation and failure to carry out its terms shall be a violation of Federal law and a breach of any applicable DOT-assisted contract. Upon notification to RIPTA of its failure to carry out its approved DBE Program, the DOT may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases where a firm/contractor makes a false or fraudulent statement in connection with participation of a DBE in any DOT assisted program or otherwise violates Federal law, refer the matter for prosecution under 18 U.S.C. 1001 and/or under 49 CFR Part 31, Program Fraud Civil Remedies Act. ..

X. **Addenda.**

RIPTA may issue addenda containing amendments to its proposal solicitation documents. Any addendum issued less than seven (7) days prior to the receipt of Proposal shall, if necessary, contain a provision postponing the date of the receipt of Proposal to a date that will provide proposers adequate time to respond to the addenda. Addenda shall be numbered sequentially.

Y. **Proposer's Requests and Appeals.**

1. Appointments.

Proposers and suppliers may make appointments with the contact person listed in the specifications to discuss the specifications.

2. Amending Materials.

Any amending material issued by RIPTA pertaining to the Proposal solicitation documents (including, without limitation: clarifications, approved equals, and corrections) shall be set forth in an addendum and sent to all parties who are on record as having obtained a copy of the Proposal solicitation documents.

3. Appeal.

Should any Proposers or supplier choose to appeal RIPTA's decision, such appeal must be in writing and received by RIPTA not less than seven (7) calendar days before the date of receipt of Proposal. RIPTA has no obligation to consider appeals received less than seven (7) calendar days before the date of the receipt of Proposal.

4. Withdrawal.

The Proposers or supplier may withdraw its appeal at any time before RIPTA issues a final decision. There shall be no further review of the appeal after the final decision is issued.

5. Notification.

Should RIPTA postpone the date of the receipt of Proposal owing to the appeal, RIPTA shall notify all parties who are on record as having obtained a

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copy of the Proposal solicitation documents that an appeal has been filed and that the date of the receipt of Proposal shall be postponed until RIPTA has issued its final decision. RIPTA shall issue appropriate amendments postponing the re-scheduling date of the receipt of Proposal.

Z. **Equal Employment Opportunity.**

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, color, sex, age, national origin, religion, sexual orientation, gender identity or expression, disability status or veteran status. Such actions shall include, but not limited to, the following: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship.

AA. **Prohibited Interest.**

No member, officer, or employee of RIPTA or of a local public body during his tenure or for one year thereafter shall have any interest, directly or indirectly, in this contract or the proceeds thereof.

BB. **Interest of Members of Congress.**

No member or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

CC. **Contract Commencement Date.**

The contract commencement date shall be the date of the signing of the Purchase Order or by Letter of Contract signed by an authorized RIPTA employee.

DD. **Notice, Waiver and Applicable Law.**

Notice given to Contractor and RIPTA shall be given to the parties in writing by certified mail at the respective addresses set forth herein. Waiver by RIPTA of a breach by Contractor of any provision of this contract shall not be deemed a waiver of future compliance therewith, and such provision as well of future provisions hereunder, shall remain in full force and effect. The rights and duties of the parties hereto shall be determined by the laws of the State of Rhode Island, and to that end this agreement shall be considered and construed as a contract made an to be performed in the State of Rhode Island.

EE. **Protest.**

1. General.

Protests will be accepted from prospective Proposers or Offerors whose direct economic interest would be affected by the award of a Contract or by failure to award a contract. The RIPTA Director of Purchasing will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. If the protest is oral and the matter cannot be otherwise resolved, written confirmation of the protest will be requested. Protest submissions should be concise, logically arranged, and clearly state the grounds for the protest. Protests must include at least the following information:

- a. Name, address, and telephone number of protester.
- b. Identification of the solicitation or Contract number.

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- c. A detailed statement of the legal and factual grounds of protest, including copies of relevant documents.
- d. A statement as to what relief is requested.
- e. Protest should be sent to:
Director of Procurement
RI Public Transit Authority
Room 217
705 Elmwood Avenue
Providence, RI 02907
- f. Protests must be filed with the RIPTA in accordance with our procedures and time requirements. The protest to RIPTA must be complete and contain all the issues that the protester believes relevant. RIPTA will respond to each substantive issue raised in the protest. Failure to include an issue in the protest eliminates that issue from further consideration. All protest decisions entered by RIPTA are final in accordance with FTA "Third Party Contract" Regulation.
- g. On occasion, when considered appropriate, an informal conference on the merits of the protest with all interested parties may be held.

FF. Protests before Award

1. Solicitation Phase.

Protests concerning the solicitation must be submitted in writing five (5) working days prior to Proposal opening or closing date for receipt of Proposals. If the written protest is not received by the time specified, award may be made in the normal manner unless the Director of Purchasing, upon investigation, finds that remedial action is required. Oral protests not followed up by a written protest will be disregarded.

Notice of a protest and the basis therefore will be given to all potential Proposers or Offerors.

2. Pre-Award Phase.

When a protest against the making of an award is received after receipt of Proposals but prior to award, the Director of Purchasing may determine to withhold the award pending disposition of the protest. The proposer or proposers whose Proposals might become eligible for award should be requested, before expiration of the time for acceptance of their Proposals, to extend the time for acceptance (with consent of sureties, if any) to avoid the need for re-advertising. RIPTA will provide a written response to each material issue raised in the written protest.

Where a written protest against the making of an award is received in the time specified, award will not be made prior to five (5) working days after resolution of the protest. If a protest has been filed with FTA, award will not be made during the pendency of that protest. **It should be noted that the FTA will not substitute its judgment for that of RIPTA unless the matter is primarily a Federal concern.** Circumstances where RIPTA would allow an exception to the stated protest award policy are:

- a. The items to be procured are urgently required.
- b. Delivery or performance will be unduly delayed by failure to make award promptly; or,

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- c. Failure to make award will otherwise cause undue harm to RIPTA or the Federal Government.

If award is made, the Director of Procurement will document the file to explain the need for an award and will give written notice of the decision to proceed with the award to the protester and, as appropriate, to others concerned.

GG. Protests after Award.

A protest received not later than 10 (ten) working days after award shall be reviewed by the Director of Purchasing. The Contractor will, in any event, be furnished with the notice of protest and the basis, therefore. When it appears likely that an award may be invalidated and a delay in receiving the supplies or services is not prejudicial to the Authority's interest, the Director of Purchasing should consider a mutual agreement with the Contractor to suspend performance on a no-cost basis.

HH. Source Selection and Contract Award

The contract shall be awarded with reasonable promptness by written notice to the responsive and responsible Proposers whose Proposal will be evaluated using a best value approach. The ultimate selection of an offeror will be on the basis of overall best value to the Authority.

II. Title VI Assurances

Contractors and subcontractors will be required to comply with all requirements imposed by Title VI of the Civil Rights Act of 1964 (49 U.S.C. §2000d, et seq.), and the Assurances by RIPTA pursuant thereto.

JJ. Energy Conservation Requirements:

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the State of Rhode Island Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act.

KK. Program Fraud

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S. C. § §3801 et. Seq. and U. S. Department of Transportation regulations. "Program Fraud Civil Remedies" 49 C.F. R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made , it makes, it may make, or causes to be made, pertaining to the underlying contract or the Federal Transit Administration assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by the FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 5307 (n) (1) on the Contractor, to the extend the Federal Government deems appropriate.

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3. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

LL. **No Government Obligation to Third Parties:**

1. The Purchaser and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
2. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

MM. **Veteran's Employment**

The Contractor shall ensure that contractors working this project shall give a hiring preference, to the extent practicable, to veterans (as defined in Section 2108 of title 5) who have the requisite skills and abilities to perform the work required under the contract. This shall not be understood, construed, or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

NN. **Solid Waste (Recycled Products)**

This Contract must comply with Section 6002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

OO. **Prohibition on certain telecommunications and video surveillance services or equipment.**

Vendors responding to this contract are prohibiting from providing the equipment that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety,

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security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

PP. Disputes, Breaches, Defaults, and Litigation.

The FTA Interest. FTA has a vested interest in the settlement of any violation of federal law, regulation, or requirement, or any disagreement involving the Award, the accompanying Underlying Agreement, and any Amendments thereto including, but not limited to, a default, breach, major dispute, or litigation, and FTA reserves the right to concur in any settlement or compromise. (b) Notification to FTA; Flow Down Requirement. If a current or prospective legal matter that may affect the Federal Government emerges, the RIPTA must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the RIPTA is located. The Contractor must include a similar notification requirement in its subcontracts at every tier, for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220. (1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) Additional Notice to U.S. DOT Inspector General. RIPTA shall promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the RIPTA is located, if the RIPTA has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is subject to this Agreement or another agreement between the RIPTA and FTA, or an agreement involving a principal, officer, employee, agent, or Third-Party Participant of the RIPTA. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the

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possession of RIPTA. In this paragraph, "promptly" means to refer information without delay and without change. This notification provision applies to all divisions of the RIPTA, including divisions tasked with law enforcement or investigatory functions. (c) Federal Interest in Recovery. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the federal share for the Underlying Agreement. Notwithstanding the preceding sentence, RIPTA may return all liquidated damages it receives to its Award Budget for its Underlying Agreement rather than return the federal share of those liquidated damages to the Federal Government, provided that RIPTA receives FTA's prior written concurrence. (d) Enforcement. RIPTA must pursue its legal rights and remedies available under any third-party agreement or any federal, state, or local law or regulation.

VII. GENERAL PROVISIONS

A. Definitions:

As used throughout this Contract, the following terms shall have the meanings set forth below:

1. Authority

Authority means Rhode Island Public Transit Authority (RIPTA).

2. Contracting Manager

the person executing this Contract on behalf of the Authority, and his or her successor, and the term includes, except as otherwise provided in this Contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

3. Directed, Ordered, designated, or prescribed.

Wherever in the scope of the work the words directed, ordered, designated, prescribed, or words of like importance are used, it shall be understood that the direction, requirement, order, designation, or prescription of the Contracting Manager is intended and similarly the words approved, acceptable, satisfactory, or words of like importance shall mean approved by, or acceptable to, satisfactory to the Contracting Officer, unless expressly stated.

B. Changes:

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes within the general scope of this Contract. If any such changes cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Contract, whether changed or not changed by the order, the Contracting officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

The Contractor must assert its right to an adjustment under this article within 30 days from the date of receipt of the written order. Failure to agree to any adjustment shall be a dispute under the Disputes article. However, nothing in this article shall excuse the Contractor from proceeding with the contract as changed.

C. Extras:

Except as otherwise provided in this Contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing in advance by the Contracting Officer.

D. Inspection:

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All supplies, which term throughout this article includes without limitation raw materials, components, intermediate assemblies, and end products, shall be subject to inspection and test by the Authority, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity within the requirements of this Contract, the Authority shall have the right either to reject them or require their correction. If any inspection or test is made by the Authority on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Authority inspectors in the performance of their duties.

All inspections and test by the Authority shall be performed in such a manner as not to unduly delay this work. The Authority reserves the right to charge to the Contractor any additional cost of Authority inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when re-inspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Authority, therefore. The inspection and test by the Authority of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regard latent defects, fraud, or such gross mistakes as amount to fraud. The Contractor shall provide and maintain an inspection system acceptable to the Authority covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Authority during the performance of this Contract and for such longer period as may be specified elsewhere in this Contract.

E. Responsible:

Notwithstanding the requirements for any Authority inspection and test contained in Specifications applicable to this Contract, except where specialized inspections or tests are specified for performance solely by the Authority, the Contractor shall perform or have performed the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the Drawing, Specifications and Contract requirements.

F. Title and Risk of Loss

Unless this Contract specifically provides for earlier passage of title, title to supplies covered by this Contract shall pass to the Authority upon formal acceptance. Unless this Contract specifically provides otherwise, risk of loss of or damage to supplies covered by this Contract shall remain with the Contractor, until acceptance by the Authority.

Notwithstanding the above, the risk of loss of or damage to supplies which so fail to conform to the Contract as to give a right of rejection shall remain with the Contractor until cure or acceptance, at which time the above shall apply.

G. Storage of Contractor Material on RIPTA Property

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The Authority will not accept responsibility for any Contractor Material stored on RIPTA Property. It shall be the responsibility to provide a secure, method of storing their material on RIPTA Property.

H. **Payments**

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as specified. The failure to perform may result in partial or full suspension of payment and/or process payment. The Authority's payment terms are 60 days after approval of an invoice unless otherwise negotiated.

I. **Stop Work Order**

The Contracting Manager may, at any time, by written order to the Contractor, require the Contractor to stop all, or part of the work called for by this Contract. Any such order shall be specifically identified as a STOP WORK ORDER issued pursuant to this article. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

J. **Disputes**

1. Except as otherwise provided in this Contract, any dispute concerning a question of fact arising under this Contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Chief Executive Officer. The decision of the Chief Executive Officer or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this article, the Contractor shall be awarded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.
2. This **DISPUTES** article does not preclude consideration of questions of law in connection with decisions provided for in paragraph a. above. Nothing in this Contract, however, shall be construed as making the final decisions of the General Manger of his/her representative on a question of law.

K. **Default**

1. The Authority may, subject to the provisions of paragraph b. below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
 - a. If the Contractor fails to make delivery of the supplies or to satisfactorily perform the services within the time specified herein or any extension thereof; or
 - b. If the Contractor fails to perform any of the other provisions of this Contractor, or so fails to make its terms, and in either of these two circumstances does not cure such failure within a period of 10 days

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(or such longer period of as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure

2. Default without the fault or negligence of the Contractor. Such causes may include, but are restricted to, acts of God or of the public enemy, acts of the Government in its sovereign capacity or the Authority in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
3. If the Contractor fails to deliver the supplies or satisfactorily perform the services within the time specified in this Contract, or any extension thereof, the actual damage to the Authority for the delay will be difficult or impossible to determine. Therefore in lieu of actual damages, the Contractor shall pay to the Authority as fixed, agreed, and liquidated damages for each calendar day of delay, the amount set forth elsewhere in this Contract. The Contractor shall not be charged with liquidated damages when the delay arises out of causes beyond the control and without the fault or negligence of the Contractor, and in such event, subject to this DISPUTES article, the Contracting Officer shall ascertain the facts and extent of the delay and shall extend the time for performance of the contract when in his judgment the findings of fact justify an extension.
4. The rights and remedies of the Authority provided in this article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

L. **Termination for Convenience of the Authority**

The performance of work under this Contract may be terminated by the Authority in accordance with this article in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Authority. Any such termination shall be affected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective.

After receipt of a Notice of Termination, the Contractor shall submit to the Contracting Officer his termination claim, in the form and with certification prescribed by the Contracting Officer. Such claims shall be submitted promptly by in no event later than one year from the effective date of termination. Upon failure of the Contractor to submit his termination claim within the time allowed, the Contracting Officer may, subject to any review required by the contracting agency's procedures in effect as of the date of execution of this Contract, determine, on the basis of information available to him, the amount, if any, due the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined.

In the event of the failure of the Contractor and the Contracting Officer to agree upon the whole amount to be paid the Contractor by reason of the termination of work pursuant to this article, the Contracting Officer shall, subject to any review by the contracting agency's procedures in effect as of the date of execution of this

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Contract, determine, on the basis of information available to him, the amount if any, due the Contractor by reason of the termination.

Costs claimed, agreed to, or determined pursuant to this paragraph shall be in accordance with the applicable with the applicable contract cost principles and procedures of the Federal Acquisition Regulations (48 CFR 31.1) in effect on the date of this Contract. The Contractor shall have the right to appeal, under the DISPUTES article of this Contract from any determination made by the Contracting Officer, except that, if the Contractor has failed to submit his claim within the time provided above and has failed to request extension of such time, he shall have no such right of appeal. Unless otherwise provided for in this Contract, or by applicable statute, the Contractor, from the effective date of termination and for a period of three years after final settlement under this Contract, shall preserve and make available to the Authority at all reasonable times at the office of the Contractor but without direct charge to the Authority, all his books, records, documents, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the work terminated hereunder, or, to the extent approved by the Contracting Officer, photographs, micro photographs, or other authentic reproductions thereof.

M. Federal, State and Local Taxes

Except as may be otherwise provided in this Contract, the Contract price includes all applicable Federal, State, and Local taxes and duties. The Authority upon the request of the Contractor shall, without further liability, furnish evidence appropriate to establish exemption from any Federal, State, or Local tax.

N. Walsh-Healey Public Contracts Act

If this contract is for the manufacture or furnishing of materials, supplies articles, or equipment in an amount which exceeds or may exceed \$14,000 and is otherwise subject to the Walsh-Healey Public Contract Act, as amended (41 U.S.C. 34-35), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations of the Secretary of Labor which are now or may hereafter be in effect.

O. Officials Not to Benefit

No member, officer, or employee of the Authority during his tenure or one year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

P. Covenant against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Authority shall have the right to annul this Contract without liability or in its discretion, to full amount of such commission, percentage, brokerage, or contingent fee.

Q. Notice to the Authority of Labor Disputes

Whenever the Contractor has knowledge that any or potential labor disputes is delaying or threatens to delay the timely performance of this Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the Contracting Officer. The Contractor agrees to insert the

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substance of this clause, in any subcontract hereunder as to which a labor dispute may delay the timely performance of this Contract; except that each such subcontract shall provide that in the event its timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify his next higher tier subcontractor, or the Contractor, as the case may be, of all relevant information with respect to such dispute.

R. **Patent Indemnity**

1. If the amount of this Contract is in excess of \$10,000, the Contractor shall indemnify the Authority and its officers, agents, and employees against liability, including costs, for infringement of any United States letters patent arising out of the manufacture or delivery of supplies under this Contract.
2. In addition, if specifically requested by the Contracting Officer prior to execution of the Contract, a copy of the current license agreement and identification of applicable claims of specific patents shall be furnished.

S. **Use of Trade Names**

Any trade names used in this document are merely used for a point of reference. The Authority will consider submission of approved equals on any or all products specified. Use of trade names by the Authority bears no actual or implicit approval for the violation of any current or pending patents or copyrights.

T. **Rights in Technical Data**

1. The Authority shall have the right to use, duplicate or disclose technical data, which includes computer software, in whole or in part, in any manner and for any purpose whatsoever, and to have or permit others to do so:
 - a. Any manuals, instructional materials prepared for installation, operation, maintenance, or training purposes.
 - b. Technical data pertaining to end items, components or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics and performance requirements ("for, fit and function: data; e/g/ specification control drawing, catalog sheets, outline drawing; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software);
 - c. Other technical data which has been or is normally furnished without restriction by the Contractor or subcontractor.
 - d. Other specifically described technical data, which the parties have agreed will be furnished without restriction.
2. The Authority shall have the right to use, duplicate, or disclose technical data other than that defined in paragraph a. in whole or in part, with the express limitation that such technical data shall not, without the written permission of the party furnishing such technical data, be.
 - a. released or disclosed in part by the Authority for manufacture, or
 - b. used in whole or in part by the Authority for manufacture, or
 - c. used by a party other than the Authority except for emergency repair or overhaul work only, by or for the Authority where the item or process concerned is not otherwise reasonably available to enable timely performance of the work; provided, that the release or

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- disclosure thereof outside the Authority shall be made subject to a prohibition against further use, release, or disclosure.
3. Technical data provided in accordance with the provisions of paragraph b. shall be identified by a legend, which suitably recites the aforesaid limitation. Nothing herein shall impair the right of the Authority to use similar or identical data acquired from other sources.
 4. The term technical data as used in this article means technical writing, computer software, sound recording, pictorial reproductions, drawings, or other representations and works of a technical nature, whether or not copyrighted, which are specified to be delivered pursuant to this Contract. The term does not include financial reports, cost analysis, and other information incidental to Contract administration. Computer software as used in this article means computer programs, computer databases, and documentation.
 5. Material covered by copyright:
 - a. The Contractor agrees to and does hereby grant to the Authority, and to its officers, agents and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Authority purposes to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so, all technical data now or hereafter covered by copyright.
 - b. No such copyright matter shall be included in technical data furnished hereunder without the written permission of the copyright owner for the Authority (or higher-tier contractor) promptly and in reasonable written detail each notice or claim of copyright infringement received by the Contractor with respect to any technical data delivered hereunder.
 6. Relation to patents: Nothing contained in this article shall imply a license to the Authority under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Authority under any patent.
 7. Any dispute under this article shall be subject to the Disputes article of this contract

U. Audit and Inspection of Records

The Contractor shall maintain records, and the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation, and the Comptroller General of the United States or any of their duly authorized representatives shall, until the expiration of three years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such contractor, involving transactions related to the Contract, for the purpose of making audit, examination, excerpts and transactions.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Contracting Officer, the State of Rhode Island, the U.S. Department of Transportation and the Comptroller General of the United States or any of their Duly authorized representatives shall, until the expiration of three years after final payment under the Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontract, for the purpose of making audit, examination, excerpts and transcription.

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V. **Gratuities**

In connection with performance of work required under this Contract, or any changes or modifications relative thereto, the giving of or offering to give gratuities (in the form of entertainment, gifts or otherwise) by the Contractor, or any agent, representative or other person deemed to be acting on behalf of the Contractor, or any supplier or subcontractor furnishing material to or performing work under this Contract, or agent, representative or other person deemed to be acting on behalf of such supplier or subcontractor, to any Director, Officer or employee of the Authority; or to any Director, employee or agent of any of the Authority's agents, consultants, representatives or other persons deemed to be acting for or on behalf of the Authority with a view toward securing a contract or securing favorable treatment with respect to the awarding to the awarding or amending, or the making of any determinations with respect to the performing of such contract is expressly forbidden. The terms of this GRATUITIES article shall be strictly construed and enforced in the event of violations hereto.

W. **Limitation on Withholding Payments**

If more than one article or schedule provision of this Contract authorized the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such article or schedule provision at that time; provided, that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours of employees.
2. Withholdings not specifically provided for by this Contract; and
3. The recovery of overpayment.

X. **New Material**

The Contractor represents that the supplies and components to be provided under this Contract are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

Y. **Order of Precedence**

In the event of an inconsistency in the Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. The Proposal Schedule.
2. Special Conditions.
3. General Provisions.
4. The other provisions of the Contract, whether incorporated by reference or otherwise.
5. The Specifications; and
6. Drawings.

Z. **Correction of Deficiencies**

1. Definitions:

As used in this article:

- a. Deficiency means any condition or characteristics in any supplies (which term shall include related technical data) or services furnished hereunder, which is not in compliance with the requirements of this Contract.
- b. Correction means any and all actions necessary to eliminate any and all deficiencies.

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- c. Supplies mean the end item(s) furnished by the Contractor and related services required under this Contract.
2. **General:**
 - a. The rights and remedies of the Authority shall not be affected in any way by any other provisions under this Contract concerning the conclusiveness of inspection and acceptance.
 - b. The Contractor shall not be responsible under this article for the correction of deficiencies caused by the Authority. These shall be no extension in time for performance; no increase in contract price for the correction of deficiencies that are the responsibility of the Contractor, his suppliers, and/or subcontractors.
3. **Deficiencies in accepted supplies or services:**

If the Contracting Officer determines that a deficiency exists in any of the supplies or services accepted by the Authority under this Contract, he shall promptly notify the Contractor of the deficiency, in writing, within 30 days. Upon timely notification of the existence of such a deficiency, or if the Contractor independently discovers a deficiency in accepted supplies or services, the Contractor shall promptly submit to the Contracting Officer his recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.
4. **Correction of Deficiencies by Contractor:**

The Contractor shall promptly comply with any timely written direction by the Contracting Officer to correct or partially correct a deficiency, at no increase in the Contract price. The Contractor shall also prepare and furnish to the Authority data and reports applicable to any correction required under this article (including revision and updating of all other affected data called for under this Contract) at no increase in the Contract price.
5. **Deficiencies in supplies or services not yet accepted:**

If the Contractor becomes aware at any time before acceptance by the Authority (whether before or after tender to the Authority) that a deficiency exists in any supplies or services, he shall promptly correct the deficiency or, if he elects to invoke the procedures in paragraph c. above, he shall promptly communicate information concerning the deficiency to the Contracting Officer, in writing, together with his detailed recommendation for corrective action.
6. **Extensions or Delays**

In no event shall the Authority be responsible for extension or delays in the scheduled deliveries or periods of performance under this Contract as a result of the Contractor's obligations to correct deficiencies, nor shall there be any adjustment of delivery schedule or period of performance as a result of corrections of deficiencies, except as may be agreed to by the Authority in a supplemental agreement with adequate consideration.
7. **Contract Price**

It is hereby specifically recognized and agreed by the parties hereto that this article shall not be construed as obligating the Authority to increase the Contract price of this Contract.

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8. Failure to correct:

If the Contractor fails or refuses to promptly rectify the deficiency the Contracting Officer shall give the Contractor written notice specifying the failure or refusal and setting a period after receipt of the notice within which it must be cured. If the failure or refusal is not cured within the specified period, the Contracting Officer may, by contract or otherwise, as required:

- a. Obtain detailed recommendations for corrective action.
- b. Correct the supplies or services, or
- c. Replace the supplies or services; and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Authority is entitled to reimbursement from the Contractor or from the proceeds for the reasonable expenses of case and disposition, as well as for excess costs incurred or to be incurred; and
- d. Obtain applicable data and reports; and charge to the Contractor the cost occasioned the Authority thereby.
- e. Impose Liquidated Damages in accordance the terms of this document.
- f. Terminate the contract. Termination of contract by RIPTA does not relieve the contractor of any liquidated damages imposed by the Authority.

AA. Assignment

1. The Contractor shall not transfer the rights and obligations of the Contract to third parties without the prior written approval of the Authority's Contracting Officer. After review of facts and circumstances without exception, the assignment shall not be approved unless the surety, in writing, agrees to that assignment and accepts the assignee as the Contractor and principal on the payment and/or performance bonds.
2. If this Contract provides for payments aggregating \$1,000 or more, claims for monies due or to become due the Contractor from the Authority under this Contract may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, any may thereafter by further assigned and reassigned to any institution. (Notice of such assignment shall be made to the Authority.) Any such assignment or reassignment shall cover all amounts payable under this Contract and not already paid and shall not be made to more than one party, except that any such assignment or reassignment or reassignment may be made to one party as agent or trustee for two or more parties participating in such financing. It is the Authority's intent to recognize only bona fide lending institutions, therefore, assignment to any private corporation, business or individual, which does not qualify as such, is specifically prohibited.
3. Any attempt to transfer by assignment not authorized by this article shall constitute a breach of the Contract and the Authority may for such cause terminate the right of the Contractor to proceed as provided in the DEFAULT article of these General Provisions, and the Contractor and his sureties shall be liable to the Authority for any excess costs incurred by the Authority.

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4. The Rhode Island Public Transit Authority may assign some or all of its rights to purchase the items specified in this contract to one or more third parties, provided, however, that any such assignment shall not relieve RIPTA of its obligations under this contract unless otherwise agreed to by Contractor in writing.

BB. **Certificates of Current Cost or Pricing Data**

The Contractor shall provide a Certificate of Current Cost or Pricing Data as required in Subpart 15.804 of the Federal Acquisition Regulations (48 CFR 15.804) in support of any negotiated contract expected to exceed \$100,000 any modification to a formally advertised or negotiated contract on which the aggregate of the increase and decrease in cost are expected to exceed \$100,000; the Contracting Officer at his discretion may request cost or pricing data for modifications on which cost are \$100,000 or less and an attendant certificate of current cost or pricing data.

CC. **Cargo Preference**

Use of United States Flag Vessels

Pursuant to Pub. L 664 (56 U.S.C. 1241 (b)):

"Cargo Preference-Use of United States-Flag Vessels

The Contractor agrees.

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk cargo liners, and tankers) involved, whenever shipping any equipment, materials, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
2. To furnish within 20 days following the date of loading for shipments originating within the United States, or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (1) above to the Grantee (through the prime Contractor in the care of subcontractor bills-of lading) and to the Division of National Cargo, Officer of Market Development, Maritime Administration, Washington, D.C. 20230, marked with appropriate identification of the Project.
3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

DD. **Buy America Act**

The Contractor agrees to comply with 49 U.S.C. §533(j), and its implementing regulations at 49 C.F.R. Part 661, any amendments thereto, and any implementing guidelines issued by FTA.

"Construction materials used in projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b)."

EE. **Equal Opportunity**

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1. Race, Color, Creed, National Origin, Sex.

In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 CFR Parts 60 et seq., (which implements Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

2. Age

In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29, U.S.C. § 623 and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Disabilities

In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

FF. Nondiscrimination under Federal Grants

In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it shall not discriminate against any employee or applicant for employment because of race, color,, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

GG. Rights in Data and Copyrights-FTA (June 1996)

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The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to Project administration.

When the Federal Transit Administration (FTA) provides financial assistance for a planning, research, development, or a demonstration project, it is FTA's general intention to increase mass transportation knowledge, rather than limit the benefits of the Project to participants in the Project. Therefore, unless FTA determines otherwise, the Contractor agrees that FTA may make available to any FTA recipient, sub-recipient, third party contractor, or third-party subcontractor, either FTA's license in the copyright to the subject data derived under this contract or a copy of the subject data as defined in subsection a. of this clause and shall be delivered as the Government may direct. Unless prohibited by state law, the Contractor agrees to indemnify, save, and hold harmless RIPTA and the Government, their officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Contract. The Contractor shall not be required to indemnify RIPTA and the Government for any such liability arising out of the wrongful acts of employees or agents of RIPTA and the Government.

HH.

Davis-Bacon Act

40 USC &167; 276a -276a-5 (1998) 29 CFR § 5 (1999)

1. Minimum wages

- a. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers

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or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth, the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b. The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - iv. With respect to helpers as defined in 29 CFR 5.2(n) (4), such a classification prevails in the area in which the work is performed.
- c. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

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- d. In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- f. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit, which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- g. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.
- h. The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - ii. The classification is utilized in the area by the construction industry; and
 - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- i. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the

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contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- j. In the event the contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination with 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- k. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

2. Withholding

The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the Rhode Island Public Transit Authority may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

- a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of

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contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- b.
 - i. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Rhode Island Public Transit Authority for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
 - ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete.
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3.
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as

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specified in the applicable wage determination incorporated into the contract.

- c. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- d. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

- a. Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in

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which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- b. Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to

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utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- c. Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

5. **Compliance with Copeland Act requirements**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. **Contract termination: debarment**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. **Compliance with Davis-Bacon and related Act requirements**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. **Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. **Certification of eligibility.**

- a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001

II. Contract Work Hours and Safety Standards Act

40 U.S.C. 327-333 (1995) 29C.F.R. 5 (1995) 29 C.F.R. 1926 (1995)

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1. **Overtime requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such to work in excess of forty hours in such workweek unless such laborers or mechanics receive compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. **Violation; liability unpaid wages; liquidated damages**

In the event of any violation of the clauses set forth in paragraph (1) of this section, the contractor, and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clauses set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages; liquidated damages**

The Rhode Island Public Transit Authority shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clauses set forth in paragraph (2) of this section.

4. **Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section. (Section 102 non-construction contracts should also have the following provision :)

5. **Payrolls and basic records**

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the names, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions.

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Whenever the made and actual wages paid Secreary iof labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic included the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Beacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

6. **Contract Work Hours and Safety Standards Act**

The contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the Contractor agrees that it will not require any laborer of mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

7. **Subcontracts**

The Contractor also agrees to include the requirements of the section in each. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration, or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials, which will become an integral part of the construction, is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may said to be construction activity. If goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

JJ. Seismic Safety Requirements

42 U.S.C. 7701 et seq. 49 CFR Part 41

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards

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required by the Seismic Safety Regulations and the certification of compliance issued on the project.

KK. **Energy Conservation Requirements**

42 U.S.C. 6321 et seq. 49 CFR Part 18

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

LL. **Clean Air**

42 U.S.C. 7401 et Seq 40 CFR 15.61 49 CFR Part 18

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et Seq . The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

MM. **Clean Water**

- 1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et Seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
- 2 The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

NN. **Recovered Materials**

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

OO. **Fly America Requirements**

The Contractor agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

PP. **National Intelligent Transportation Systems Architecture**

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and Standards

The Contractor agrees to conform, to the extent applicable to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by section 5206(e) of TEA-21, 23 U.S.C. § 502 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other Federal requirements that may be issued.

QQ. Federal Changes

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (9) dated October 2002) between Purchaser and FTA , as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

RR. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.

SS. Force Majeure

Neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, government declared states of emergency, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, generalized lack of availability of raw materials or energy and other events beyond its reasonable control, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. In the event that such failure or delay occurs, the affected Party shall notify the other Party of the occurrence thereof as soon as possible and the Parties shall discuss the best way to resolve the event of force.

Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement. "

TT. Governing Law

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The Contract shall be interpreted under, and its performance governed by the laws of the State of Rhode Island.”

UU. Indemnification

Proposers shall indemnify and hold harmless, the State of Rhode Island, all departments and division thereof and the Rhode Island Public Transit Authority from all liability and said indemnification shall cover and include any and all aspects of liability arising from any lawsuit pertaining to the execution of this contract.

VV. Policy Concerning Federal and Stated False Claim Laws

As required by 42 U.S.C. §1396a(a)(68), the Rhode Island Public Transit Authority (“RIPTA”) publishes the following information to all employees, contractors, and agents about federal and state False Claims laws and RIPTA’s policies to detect and prevent fraud, waste, and abuse.

1. Prohibitions against False Claims
Federal False Claims Act

The federal False Claims Act, among other things, applies to the submission of claims for payment by Medicare, Medicaid, and other federal and state programs. The False Claims Act is the federal government’s primary civil remedy for improper or fraudulent claims. It applies to all federal programs, including welfare and health care benefits.

2. Prohibitions of the Federal False Claims Act

The False Claims Act prohibits, among other things:

- a knowingly presenting or causing to be presented to the federal government a false or fraudulent claim for payment or approval.
- b knowingly making or using, or causing to be made or used, a false record or statement in order to have a false or fraudulent claim paid or approved by the government.
- c conspiring to defraud the government by getting a false or fraudulent claim allowed or paid; and
- d knowingly making or using, or causing to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the government.

“Knowingly” means that a person, with respect to information: (1) has actual knowledge of the information; (2) acts in deliberate ignorance of the truth or falsity of the information; or (3) acts in reckless disregard of the truth or falsity of the information and no proof of specific intent to defraud is required.

3. Enforcement

The United States Attorney General may bring civil actions for violations of the False Claims Act. As with most other civil actions, the government must establish its case by presenting only a preponderance of the evidence rather than by meeting the higher burden of proof that applies in criminal cases. The False Claims Act allows private individuals to bring “qui tam” actions for violations of the Act.

WW. American with Disabilities Act

All products, equipment or construction provided in accordance with this contract shall comply with the current version of the Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq. at the time of the solicitation.

XX. Expense Reimbursement Professional Services Contracts

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The following methods of Reimbursement of Expenses directly related to the performance of this contract shall be utilized. Any expenses incurred must be approved in writing by the RIPTA Project Manager before they occur. The vendor is responsible to submit sufficient documentation to allow the Authority to verify the expenses.

1. Automobile mileage

Travel mileage will be reimbursed at the rate approved by the Internal Revenue Service at the time the travel is incurred.

2. Per Diem Expenses

Meals will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov

A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice.

3. Lodging

Lodging will be reimbursed at the rates established by the General Services administration for the City of Providence or Newport, which is applicable to the RIPTA Project. The applicable Per Diem rates can be found at the following website: www.gsa.gov.

A copy of the printout of the GSA website documenting the applicable per diem rate must be attached to the invoice

4. Miscellaneous Expenses

Materials used in conjunctions with this contract shall be provided at cost plus the following (applicable) fee for Overhead, Pickup, and Delivery. No additional charges will be acceptable.

<u>Material Cost</u>	<u>Overhead Fee</u>
\$0-500	No Fee
\$501-750	\$75.00
\$751-1000	\$100.00
\$1001-1500	\$125.00
\$1501-\$2500	\$180.00
\$2501-5000	\$300.00
\$5001-7500	\$450.00
Over 7501.	\$525.00

Copies of Receipts must be submitted to verify Miscellaneous Expenses

5. Estimated Expenses

Proposers are required to submit an accurate list of projected expenses that may be necessary to properly execute the Scope of Services of this Contract. This must be submitted with the Proposal submittal.

YY. Background Check

Employees of the Successful Vendor that in the course of performance of this contract will be on any of RIPTA's Properties may be subject to a Criminal Background Check.

ZZ. Security Requirements for Work on RIPTA Property

1. Upon arrive at the RIPTA work location they are to sign in with the Mechanical Foreman (or designated person) on duty
2. Wear all the proper safety equipment as required.

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3. Display RIPTA issued vendor badge so it can be observed on their person.
4. Access only areas where permission has been granted.
5. Sign out with the same Foreman they signed in with.
6. Secure the facility prior to the facility being locked up.
7. Any issued or non-compliance with these rules could result in their access to the property being denied.

AAA. Records Retention

All required records for this contract will be retained for a minimum of three years after grantees or sub grantees make final payments and all other pending matters are closed.

BBB. Litigation

In the last ten (10) years, has any customer to which you provide the same or similar services that are the subject of this procurement initiated a lawsuit or arbitration against you relating to your provision of the services?

If so, provide a copy of the complaint against you and advise as to the status of the proceeding. If the case has been resolved, please describe the resolution of the case.

CCC. Public Records/Confidentiality

The Proposals received become the exclusive property of RIPTA. When a contract award is approved by RIPTA, all Proposals submitted in response to this Request for Proposals shall become a matter of public record and shall be regarded as public records, with the exception of those elements of each Proposal that are marked as "CONFIDENTIAL" or PROPRIETARY". If required by law or by an order of a court, RIPTA may be required to disclose such records or portions thereof, including without limitation those so marked

DDD. Utilization of Small Business Sub-Contractors

It is suggested that Prime Contractors provide subcontracting opportunities that small business, including DBE's can reasonably perform rather than self-performing all of the work in the contract.

EEE. Federal, State and Local Safety, Health and Environmental Regulations.

It shall be the responsibility of the Contractor to follow all relevant Safety and Health Regulations. The Contractor shall be responsible to determine which regulations apply and they shall follow them. The Authority may include specific RIPTA policies, in the Scope of Work, which must be followed.

FFF. Licenses and Certifications

The Contractor shall be responsible to ensure their company and any and all Subcontractors possible the necessary licenses and certifications to perform the work as required by the State of Rhode Island and the Authorities having Jurisdiction.

GGG. Covid 19 Safety Procedures

The Contractor and all Subcontractors working on site for this project must adhere to the Center for Disease Control and Rhode Island Department of Health Safety Guidelines in effect at the time the work is being performed. The Guidelines include, but are not limited to the following:

1. Prior to anyone being allowed on the campus the following screening questions should be asked:
 1. Have you or any family members tested positive for COVID-19?
 2. Have you felt ill recently?

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3. If the answer to any of these two questions is **YES**, then the person should be advised that they cannot come onto the job site.
4. All workers shall wear face coverings while on the property.
5. All workers shall check in with the job supervisor.
6. The General Contractor shall be responsible to keep a log with the following information on all the workers.
 - a. name,
 - b. date, time,
 - c. location visited.
 - d, this log shall be made available to RIPTA whenever requested.
7. Maintains proper hygiene while working on site.
8. Wipe down and sanitize any work areas with high volume touch points when completing their work.
9. Does not congregate-keep proper spacing (6 feet) distance when possible.

HHH. Retainage for Construction and Design Build Contracts

The Authority will reserve retainage in the amount of ten (10) percent of the contract value until Substantial Completion is complete at which point it will be reduced to five (5) percent until the project is complete. The balance of the retainage will be paid when the project reaches final completion.

III. Substantial completion

Substantial completion is defined as the stage in the progress of the work as determined and certified by the Authority in writing to the Contractor, on which the work is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected ,

JJJ. Mobilization/Demobilization

Mobilization and Demobilization are not allowable expenses under Federal Transit Administration Rules. Therefore, vendors are advised that the costs associated with these items must be allocated to other areas of the Contract.

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VIII. REQUEST FOR APPROVED EQUAL FORM

This form must be submitted electronically IN MICROSOFT WORD FORMAT TO RIPTA CONTRACTS MANAGER

REQUEST FOR APPROVAL EQUAL QUALIFICATION OR CLARIFICATION

Page: _____

Ref: RFP NO. 23-31

Project No. _____

To: Rhode Island Public Transit Authority

From: _____

Page & Reference: _____

Request Description

Use Additional Sheet If More Space Is Required

Accepted: _____

Rejected: _____

See Addendum # _____

Explanation: _____

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The following items marked with an “X” must be submitted with Response.
Failure to submit forms may result in Proposal being deemed non-responsive.
Please submit them in the correct order by Page Number.

Trafficking in Persons X

(As required in Section XXII and the Technical Specifications)

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X. SOLICITATION FORM

COMPANY NAME _____

PROPOSAL NO. OR PROJECT NO. _____ 23-31

DESCRIPTION Security Gates and Fencing

A. PROPOSAL REQUIREMENTS

Sealed Proposals in original and 2 copy (ies) will be received at the offices of the Rhode Island Public Transit Authority, 705 Elmwood Avenue Providence, Rhode Island 02907, at the Proposal date and hour set forth on the Request for Proposals or any time prior to the date and hour. Late Proposals will not be accepted.

B. CONTRACT DOCUMENTS

By executing the offer form enclosed herewith, the Proposers agrees to provide all services set forth on the specifications attached hereto upon the terms and conditions set forth in paragraphs A, B, C and D.

C. PAYMENT SCHEDULE

Payment will not be made until receipt and installation of merchandise is accepted by the Transit Authority.

D. COST FOR SERVICE

Please complete necessary cost information as outlined in the Proposal Technical Specifications.

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XI. OFFER FORM

Proposers understands that any condition other than stated in the specifications, clarification made to the above, or information submitted on or with this form, other than that requested, may render the Proposal non-responsive.

By execution below, Proposers hereby offers to furnish services in accordance with the contract documents that are a part of the specifications and agrees to fully comply with the contract documents.

PROPOSAL NO 23-31

PROPOSERS _____

EMPLOYER IDENTIFICATION NO.: to be provided by Vendor at time of Contract Award

NAME _____

ADDRESS _____

CITY/STATE/ZIP _____

TYPE OF BUSINESS ENTITY: (Please check one)

Sole Proprietor _____

Partnership _____

Corporation _____

PROPOSERS'S CONTRACTING OFFICER

Name *(Please Print)*

Authorized Signature

Title

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XII. STATEMENT OF ELIGIBILITY FORM

The _____ hereby certifies that he/she
(Name of Proposers)

is/is not (underscore one) included on the Comptroller General's Lists of Persons or Firms Currently Barred for Violations of Various Public Contracts Incorporating Labor Standards Provisions.

Name of Firm

Address

City, State, Zip

Signature of Authorized Person

Date Authorized

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XIII. AFFIDAVIT OF NON-COLLUSION FORM

I hereby swear (or affirm) under penalty for perjury:

1. that I am the Proposers (if the Proposers is an individual), a partner of the Proposers (if the Proposers is partnership), or an officer or employee of the proposing corporation having authority to sign on its behalf (if the Proposers is a corporation).
2. that the attached Proposal has been arrived at by the Proposers independently, and has been submitted without collusion with, and without agreement, understanding, or planned common course of action with, any other vendor of materials, supplies, equipment, services described in Request for Proposals, designed to limit independent Proposals or competition.
3. that the contents of the Proposal have not been communicated by the Proposers or its employees or agents, to any person not an employee or agent of the Proposers or its surety on any bond furnished with the Proposal, and will not be communicated to any such person prior to the official opening of the Proposal; and
4. that I have fully informed myself regarding the accuracy of the statement made on this affidavit.

Name

Address

City, State, Zip

Signature of Authorized Official

Date Authorized

Subscribed and sworn before me this _____ day of _____, 20____

Notary Public

My commission expires. _____

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XIV. CERTIFICATION OF RESTRICTIONS ON LOBBYING FORM

I, _____, hereby certify on
(Name/title of Proposers Authorized Official)

behalf of: _____ that:
(Name of Proposers)

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or an employee of a member of Congress in connection with this Federal contract, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of the certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20_____.

By _____
(Signature of Authorized Official)

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XV. BUY AMERICA CERTIFICATION REQUIREMENTS I **FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

49 U.S.C. 5323(j) and 49 CFR 661.6 provide that no Federal funds may not be obligated for mass transportation projects unless steel and manufactured products used in these projects are produced in the United States.

If steel or manufactured products are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers.

“Construction materials used in projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, 70911 70927 (2021), as implemented by the U.S. Office of Management and Budget, the U.S. Department of Transportation, and FTA. The Recipient acknowledges that this agreement is neither a waiver of 70914(a) nor a finding under 70914(b).”

Certificate of Compliance-The Proposers hereby certifies that it will comply with the requirements of 49 U.S.C. 5323 (j) (1) and the Applicable regulations on 49 CFR Part 661.12

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certification of Non-Compliance-The Proposers hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323 (j) (1).

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

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XVI. BUY AMERICA CERTIFICATION REQUIREMENTS II **OF PROCUREMENT OF BUSES, OTHER ROLLING STOCK AND ASSOCIATED EQUIPMENT**

49 U.S.C. 5323 (j) and 49 CFR 661.11 and 12 provide that no Federal funds be obligated for procurement of buses, other rolling stock, and associated equipment unless the following conditions are met:

1. The cost of components which are produced in the United States is more than 70 per centum (70%) of the cost of all components of the vehicle or equipment described in this paragraph; and
2. Final assembly of the vehicle or equipment described in this paragraph has taken place in the United States.

If buses or other rolling stock (including train control, communication, and traction power equipment) are being procured, the appropriate certificate as set forth below shall be completed and submitted by each Proposers in accordance with the requirements.

Certificate of Compliance-The Proposers hereby certifies that it **will comply** with the requirements of the 49 U.S.C. 5323 (j) (2) (c) and CFR Part 661.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

Certificate of non-Compliance-The Proposers hereby certifies that it **cannot comply** with the requirements of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements.

COMPANY NAME _____

SIGNATURE _____

TITLE _____

DATE _____

FORM MUST BE SIGNED AND SUBMITTED WITH PROPOSAL OR PROPOSAL WILL BE CONSIDERED NON-RESPONSIVE.

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XVII. BUY AMERICA PRE-AWARD AND POST-DELIVERY AUDITS:

A. Prior to Contract award,

The apparent successful offeror shall provide to the Authority's auditors the cost of the components and subcomponents to be used in the manufacturing of the rolling stock, their country of origin, the location of final assembly, the activities that will take place at the location and pertinent supporting documentation for the purpose of RIPTA performing the cited Pre-Award Audit of Buy-America requirements.

B. After delivery and acceptance of the vehicles,

The Contractor shall provide to the Authority's auditors the cost of the components and subcomponents used in the manufacture of the rolling stock, their country of origin, the location of final assembly, the activities that took place at the location and pertinent supporting documentation to enable RIPTA to perform the cited Post-Delivery Audit of Buy America Requirements.

C. Authority Review

The contractor shall facilitate the reviews by the Authority's auditors by providing the supporting documentation for the above information in a timely fashion.

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XVIII. DISADVANTAGED BUSINESS ENTERPRISES PROGRAM

For the purpose of this Contract, the goal for utilization of DBEs shall be the following percent of the Contract Dollar Amount:

DBE GOAL FOR THIS CONTRACT: Not Applicable Percent

A. Policy

1. It is the policy of the DOT that Disadvantaged Business Entities are given the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds, pursuant to 49 CFR Part 26. . Consequently, the DBE requirements of 49 CFR Part 26, as amended, apply to this Contract and RIPTA and its Contractors shall take all necessary and reasonable steps to ensure that DBE's have the maximum opportunity to compete for such contracts. RIPTA and its Contractors shall not discriminate on the basis of race, color, religion, national origin, age sexual orientation, disability, gender identity, expression, or veteran status, in the award and performance of DOT-assisted contracts.

2. Contractor Obligation –

- a. In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent, or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.
- b. The Contractor shall provide the following assurance and ensure that each subcontract that it enters with a subcontractor contains the same assurance:

The Contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity, expression, or veteran status in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient, deems appropriate, which may include, but is not limited to:

- (1). Withholding monthly progress payments.
- (2). Assessing sanctions.
- (3). Liquidated damages; and/or
- (4). Disqualifying the Contractor from future proposals as non-responsible

2. Contractor Obligation – In the event that a DBE Utilization Goal is set on this Contract, Contractors and subcontractors failing to carry out applicable

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requirements of 49 CFR Part 26 and/or uses or attempts to use false, fraudulent, or deceitful statements/representations or otherwise exhibits a serious lack of business integrity or honesty to meet such DBE Utilization Goal, shall be in breach of contract. After notification to the DOT, RIPTA may terminate the Contract or take any other action it deems appropriate. The DOT may take joint or separate action, as it deems appropriate and necessary.

3. DBE Utilization - The Contractor shall provide for full and fair utilization of DBEs by complying with the requirements of this Section. Such requirements include the achievement of the stated DBE Utilization Goal in the performance and completion of the work under the Contract. Nothing in this Section shall be construed to require the utilization of any DBEs, which is either not qualified or unavailable.
 - a. **All DBEs submitted must be certified by the State of Rhode Island at the time of Proposal submittal. A copy of the DBE Certification Letter from the State of Rhode Island Office of Civil Rights must accompany the Proposal submittal.**
 - b. **If a DBE Utilization Goal is set for this Contract, a Contractor's DBE utilization and/or "Good Faith Effort" to obtain DBE participation shall be considered when reviewing proposal submittals for responsiveness.**
 - c. **If NO DBE Utilization Goal is set for this Contract, Contractors are, nonetheless, encouraged to have DBE/Small Business participation in their proposal and to include the associated DBE forms in its proposal submittal.**

B. Definitions.

The terms used in these special provisions shall be defined as follows:

1. **Joint Venture**
An association of two or more persons to carry out a single business enterprise for profit, for which purpose they combine their property, money, efforts, skills, and knowledge.
2. **Disadvantaged Business**
means a small business concern in which is, at least, 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically, disadvantaged individuals who own it.
3. **Small Business Concern**
A small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.
4. **Socially and Economically Disadvantaged Individuals**
means those individuals who are citizens of the United States (or lawfully admitted permanent residents) and who are women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans and any other minorities of individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act, RIPTA shall make a rebuttal presumption the individuals in the following groups are socially and economically

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disadvantaged. RIPTA may also determine, on a case-by-case basis, that individuals who are not a member of one of the following groups are socially and economically disadvantaged:

- a. **Black or African Americans**, which includes persons having origins in any of the Black racial groups of Africa.
- b. **Hispanic or Latino Americans**, which includes persons of Mexican, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese culture, regardless of race.
- c. **American Indian or Alaska Native**, which includes persons who are American Indian, Eskimo or Aleuts.
- d. **Asian-Pacific Americans or Native Hawaiian**, which includes persons whose origins are Hawaii, Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas; and
- e. **Asian-Indian Americans**, which includes persons whose origins, are from India, Pakistan, and Bangladesh.
- f. **Disadvantaged Business Enterprise (DBE) Liaison Officer** – the individual designated by the Authority to monitor compliance with these Special Provisions and to assist in their implementation.
- g. **Proposers** – any individual, partnership, joint venture, corporation, or firm submitting a Proposal for the contract.

C. **Recognition of DBE Commitment**

Each Contractor shall recognize RIPTA's commitment to ensure that DBEs be afforded full opportunity to participate in contracts awarded by RIPTA and will not be discriminated against on the grounds of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status.

D. **Proposal Submissions for Contracts with DBE Utilization Goals and/or DBE Participation**

The Schedule of DBE Participation (Attachment A) shall have the following information.

1. The name and address of each DBE firm that will participate in the Contract.
2. A description of the work each named DBE firm will perform; and
3. The dollar amount and percentage of the DBE Utilization Goal, if applicable, of participation by each named DBE firm.
4. RIPTA encourages all firms located in the United States that are currently certified as DBEs and SBAs by Federal, State and Local agencies to apply for certification in the State of Rhode Island. **Only DBEs certified by the State of Rhode Island at the time of Proposal submittal shall be counted towards any DBE Utilization Goal requirement.**

If a minority business would like to be certified by the State of Rhode Island, contact the Minority Business Enterprise Compliance Program:

Ms. Dorinda Keene, Assistant Administrator – MBE Compliance
RI Department of Administration
Office of Diversity, Equity and Opportunity

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Minority Business Enterprise Compliance Program

One Capitol Hill, 3rd Floor.

Providence, RI 02908

401.574.8670

E. Good Faith Efforts for DBE Participation:

If the apparent successful Contractors' submissions do not satisfy the goal, RIPTA shall determine whether the apparent successful competitor has made good faith efforts to obtain DBE participation in accordance with the guidelines stated in Paragraph F, Sub-paragraph 1, below.

Unsuccessful efforts in gaining DBE participation must be documented on the "DBE Unavailability Certification" attached hereto as Attachment D. Meeting the DBE contract goals or making good faith efforts to meet the goals is a condition of receiving a Federal Transit Administration assisted contract for which contract goals have been established by RIPTA.

The legitimacy of each DBE or disadvantaged-majority joint venture shall be determined by RIPTA, based on the information submitted in the affidavits attached hereto as Attachments C and D. RIPTA will require all prime contractors to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE. RIPTA shall approve all substitutions of subcontractors **before** award of contract and **during** contract performance, in order that substitute firms are eligible DBE's.

F. Procedure Prior to Contract Award

1. Guidance Concerning Good Faith Efforts to Meet DBE Contract Goals.

RIPTA may decide that a Contractor that has failed to meet DBE contract goals may receive the Contract upon determining that the efforts the Contractor made to obtain DBE participation were "good faith efforts" to meet the goal. RIPTA shall not consider efforts that are merely pro forma to be good faith efforts to meet the goals, even if they are sincerely motivated, if, given all relevant circumstances, they could not reasonably be expected to produce a level of DBE participation sufficient to meet the goals. In order to award a contract to a Contractor that has failed to meet DBE contract goals, RIPTA must determine that the competitor's efforts were those that, given all relevant circumstances, a competitor, actively and aggressively seeking to meet the goals would make.

Following is a list of the kinds of efforts RIPTA may consider. The list is not exclusive or exhaustive and in appropriate cases, RIPTA shall consider other relevant factors or types of efforts. RIPTA shall consider not only the different kinds of efforts the contractor has made, but also the quantity and intensity of those efforts. All information must be in writing and copies of all ads, written notices, follow-up letters and/or all other correspondence must be presented whenever a waiver is asked for.

RIPTA will consider the following efforts:

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- i. whether the contractor attended any pre-solicitation or pre-Proposal meetings that were scheduled by RIPTA to inform DBEs of contracting opportunities.
- ii. whether the contractor advertised in general circulation, trade association, and disadvantaged focus media concerning the sub-contracting opportunities.
- iii. whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited in sufficient time to allow the DBEs to participate effectively.
- iv. whether the contractor followed up initial solicitation of interest by contracting DBEs to determine with certainty whether the DBEs were interested.
- v. whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.
- vi. whether the contractor provided interested DBEs with adequate information about the plans, specifications, and requirements of the contract.
- vii. whether the contractor negotiated in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
- viii. whether the contractor made efforts to assist interested DBEs in obtaining bonding lines of credit, or insurance required by RIPTA or contractor; and
- ix. Whether the contractor effectively used the services of available disadvantaged community organizations, disadvantaged contractor's groups, Local, State and Federal disadvantaged business assistance offices, and other organizations that provide assistance in the recruitment and place of DBEs.

G. Termination of DBE Subcontractors

In any case when a prime contractor wishes to either: A: decrease the price to be paid to the DBE and the disadvantaged non-disadvantaged joint venture or to B: terminate a DBE firm, the prime contractor must first provide the DBE with five days' notice of the prime contractor's intent and reason to terminate the contract between them, and must also advise the DBE firm that it has the right to contact RIPTA to object to the termination. In addition, after the five-day written notice to the DBE has expired, the prime contractor must provide RIPTA with a written request to approve termination. The request must state the business reason why the prime contractor wishes to terminate the contract and must include all documentation in support of that business reason. A prime contractor may only reduce the scope or terminate a DBE firm for cause. It may not terminate a DBE contract for convenience. A DBE firm may not be terminated until written approval has been provided by RIPTA. If RIPTA approves a request to terminate, the prime contractor must make a good faith effort to substitute another DBE firm to replace the firm that has been terminated. This good faith effort shall be documented and subject to review by RIPTA. Failure to make a good faith effort may be deemed a breach of the prime contractor's contract with RIPTA and may result in the prime contractor being barred

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from submitting proposals on future RIPTA projects or subject to any other remedy RIPTA deems appropriate.

H. **Substitution of Subcontractors**

RIPTA shall review for its approval all substitutions of subcontractors in order to determine if the percentage goal will be decreased by substitution of a disadvantaged contract/supplier with a non-disadvantaged contractor/supplier. Where RIPTA has approved termination of a sub-contract held by an DBE or disadvantaged non-disadvantaged joint venture, the successful Proposers shall make every reasonable effort to propose and enter into an alternative sub-contract or subcontracts for the same work to be performed by another qualified DBE for a contract price or prices totaling not less than the contract price of the terminated sub-contract. Satisfactory evidence of reasonable efforts shall be timely furnished by RIPTA.

I. **Program Compliance**

Discrimination on the basis of race, color, religion, age, national origin, sexual orientation, disability, gender identity or expression or veteran status shall not be tolerated under any circumstance. RIPTA shall monitor the schedule for DBE participation in an effort to isolate those prime contractors who do not adhere to the non-discriminatory policies of RIPTA. If such contractor fails to respond to counseling with respect to the disposition of subcontracts pertaining to RIPTA funds, RIPTA reserves the right to terminate the contract and to consider future Proposals of such contractor to be non-responsive in the absence of written assurance from it of the full opportunity for DBEs to participate in its awards of subcontracts, together with the follow-up to verify such participation.

J. **Maintenance of Records**

All records relating to the contract shall be maintained by the contractor for a period of three (3) years after project completion.

K. **Prompt Payment**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from RIPTA. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above reference period may occur only for good cause following written approval of RIPTA. This clause applies to both DBE and non-DBE subcontractors. RIPTA reserves the right to hold payments to the Contractor if payments verification logs are not submitted within 30 days of payments. Failure to submit payments to DBE subcontractors within 30 days will result in action by RIPTA up to and including disqualification from any future RIPTA Procurements.

L. **Monitoring Payments to DBEs**

RIPTA requires that prime contractors to maintain records and documents of payments to DBEs following the completion of the contract. These records will be made available for inspection upon request by any authorized representative of RIPTA or United States Department of Transportation. This requirement also extends to any DBE Subcontractor. Reports of payments to DBE Subcontractors shall be provided to the RIPTA DBE Liaison Officer on a monthly basis. Failure to submit these reports on a timely basis may result in delay of payments.

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XIX. DISADVANTAGED BUSINESS ENTERPRISE REQUIRED FORMS

Attachment A: Schedule of DBE Participation

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment B: DBE Application Agreement

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment C: Letter of Intent to Perform as a Subcontractor

Submitted if DBE firm or firms will be participating in the Proposal.

Attachment D: DBE Unavailability Summary Sheet

Submitted if DBE firm or firms you have contacted cannot participate. This form is used to document good faith effort. This form only needs to be completed when there is a DBE Participation Goal.

Attachment E: Narrative Explanation for Lack of DBE Participation

Submitted by the Prime Contractor to explain lack of DBE/SBA participation.

Attachment F: Documentation of DBE Utilization

To be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

DBE FIRMS PROPOSING AS A PRIME CONTRACTOR: the following forms must be filled in, signed, and submitted with the Proposal.

Attachment A, Attachment B

Please state, on these forms, that you are proposing as a prime contractor.

CERTIFICATION LETTER OR NOTIFICATION MUST BE INCLUDED FOR EACH DBE FROM THE STATE OF RHODE ISLAND.

Please record by letter (using the list below) under the DBE Category Column found on Attachment A: Schedule of DBE Participation Form on the following page

- a. "Black Americans", which includes persons having origins in any of the Black racial groups of Africa.
- b. "Hispanic Americans", which includes persons of Mexicans, Puerto Rican, Cuban, Central or South America, or other Spanish culture or Portuguese or origin, regardless of race.
- c. "Native Americans", which include persons who are American Indian, Eskimos, Aleuts, or Native Hawaiians:
- d. "Asia-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific, and the Northern Marianas.
- e. "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and
- f. Any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8 (a) of the Small Business Act.

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SCHEDULE OF SUBCONTRACTOR PARTICIPATION
All Subcontractors must be listed regardless of DBE Status

A. Attachment A

Company Name: _____

Project Number: 23-31 Project: Security Gates and Fencing

*Please provide copy of DBE Certification Letter for each DBE firm listed from the Rhode Island Office of Civil Rights. **DBE Vendors must be certified in the State of Rhode Island at the time of Proposal Submittal to be considered. A full, up to date list of Rhode Island DBEs can be obtained at the following website:** <https://dedi.ri.gov/divisions-units/minority-business-enterprise-compliance-office/us-dot-disadvantaged-business>

Firm Name	Firm Address	DBE Category (if applicable)	Phone Number	Contact Name	Work to be Performed	Estimated Value Dollars	Estimated Value Percent of Proposal

The undersigned will enter into a formal agreement with Disadvantaged Business Enterprise firms for work listed in this schedule conditioned upon execution of a contract with the Rhode Island Public Transit Authority.

Authorized Signature of Proposers Official _____

Each DBE Firm listed in the Section must also complete the Required Company Information Form and the Certification of Subcontractor Form *Use additional forms as needed.

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LETTER OF INTENT TO PERFORM AS A SUBCONTRACTOR

A. **Attachment C**

To: _____
(Name of Prime or General Proposers)

The undersigned intends to perform work in connection with the above project as (check one):

___ an individual

___ a corporation

___ a partnership

___ a joint venture

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed).

for the following compensation: _____

(Name of DBE Contractor)

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DBE GOOD FAITH EFFORT SUMMARY SHEET

A. **Attachment D.**

RIPTA requires a listing of DBE firms contacted; but not able to perform work. Use additional pages as needed. The DBE Goal for this project is Not Applicable percent. . **A full, up to date list of Rhode Island DBEs can be obtained at the following website: www.mbe.ri.gov/.**

Project Name: **Security Gates and Fencing**

Project Number: **23-31**

DBE Firm Name	DBE Firm Address	DBE Category	Phone Number Email Address	Contact Name	Reason Unable to Perform Work

Form completed by: _____

Date: _____

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DOCUMENTATION OF DBE UTILIZATION

A. Attachment F

RIPTA Contract Number: _____ 23-31

Prime Contractor: _____

DBE Name: _____

Starting Date: _____ **Completion Date:** _____

This is to verify the following:

- I was the approved DBE on the above contract.
- I performed the items of work Subcontracted.
- I actually received \$_____ for my work.
- I received payment of retainage on _____
(Date)

(Signature & Title of DBE) _____ (Date)

(Signature & Title of Prime Contractor) _____ (Date)

This form is to be filled in by the DBE firm and the prime contractor once the DBE Subcontractor has been paid.

Retainage payments will be made to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed

Please Note: Final payment to the Prime Contractor will be held until this form or forms are received for each DBE Subcontractor.

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XX. PERFORMANCE AND PAYMENT BOND INFORMATION

The selected Proposers shall furnish, within twenty (20) calendar days (if required) (See Required Proposal Submissions Page) after the date of notice of award of contract by RIPTA, Performance and Payment Bonds in the amount of 100% of the Proposal amount covering the faithful performance of the contract.

The Performance Bond is to be secured through an insurance company or companies which is licensed in the State of Rhode Island, or which is approved by the Authority.

The Bond will remain in effect until the Warranty commences.

XXI. PROPOSAL GUARANTEE (SURETY)

A Proposal Guarantee (if required) shall be submitted with the Proposal response. This guarantee shall be equivalent to five (5) percent of the Proposal price. The "Proposal guaranty shall consist of a firm commitment such a Proposal bond, certified check, or other negotiable instrument accompanying a Proposal as assurance that the Proposers will, upon will, upon acceptance of its Proposers, execute such contractual documents as may be required within twenty (20) calendar days after the date of notice of award of contract by RIPTA.

XXII. REQUIRED INSURANCE

The Proposers will be required to secure and maintain the following insurance coverages:

A. Minimum limits

1. Commercial comprehensive general liability insurance, with limits of \$3,000,000.00 per accident and \$5,000,000.00 aggregate.
1. Workers' Compensation Coverage in accordance with RI Statutory requirements.
2. The Rhode Island Public Transit Authority shall be named as additional insured under said policies.
3. Automotive Liability Insurance
 - \$1,000,000.00 per accident and \$3,000,000.00 aggregate: bodily injury.
 - \$1,000,000.00 property damage
4. All insurance coverage must provide under an occurrence policy. Claims made policies are not acceptable.

B. Certificate Requirements

1. Each Proposers must provide RIPTA a Certificate of Insurance upon award of the contract. Coverage indicated on certificate must be kept in effect at all times during the contract period.
1. The General Liability Coverage shall include Contractual Liability and Completed Operations Coverages. The General Liability coverage, certificates must name: RIPTA and its respective directors, officers, employees, and affiliates as additional insureds. Reference should be made to project or job number and location.

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2. A Waiver of Subrogation in favor of RIPTA must apply to the General Liability, Employers Liability, and Excess Liability / Umbrella policies.
 3. Automobile Liability must cover any owned, rented, hired, or borrowed vehicles.
 4. The Excess or Umbrella coverage must provide the required Liability limit over the General Liability, Automobile Liability, Employers Liability s, Professional Liability and Environmental Liability policies (if required).
 5. If Proposers is to use any subcontractor during the course of the project, the subcontractor must maintain the same limits and terms as the Proposers. Certificates of Insurance for subcontractors must be provided to RIPTA with the Proposer's Submittal after award of the Contract.
 6. All certificates of insurance must indicate the carrier policy cancellation terms.
 7. All proposers must utilize insurance companies with a "Best" Rating of no less than A-, Size VIII.

C. Special Coverages

- 1 Contractor must maintain Environmental Pollution coverage with limits no less than \$1,000,000 if contractors work includes the transport, delivery, storage, handling or disposal of any pollutants or other hazardous materials. This insurance is also required for all contracts involving any work on RIPTA's storage tanks, and fluid distribution systems
- 2 Installation Floater Insurance is required for all construction projects equal to the value of the project.
- 3 Professional Liability/Errors and Omission coverage shall be included in all Professional Services Contracts

RIPTA will entertain requests for a waiver of the requirements with regard to Commercial General Liability limits and Worker's Compensation Insurance on a case-by-case basis. RIPTA reserves the right to approve such requests, and or modify the requirements given a review of the project needs, and applicable federal/state regulations, requirements, and law. This request must be submitted through the Request for Approved Equal Process before award of the Contract.

Proposers shall provide to RIPTA Contracts Manager a Certificate of Insurance upon award of contract. This Certificate shall be kept in effect at all times. Current copies shall be provided to the Contracts Manager

XXIII. GENERAL CONTRACT COMPLIANCE CERTIFICATE AND AGREEMENT

RHODE ISLAND STATE EQUAL OPPORTUNITY OFFICE

The undersigned Contractor agrees and certifies, unless otherwise exempt, that it is in compliance with the applicable requirements of Federal Executive order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the

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Rhode Island Public Transit Authority, as set forth below, or will take steps to comply with such requirements prior to acceptance of any order from us. This agreement and certificate shall form a part of, and be deemed incorporated in, each order submitted to you for supplies or services exceeding \$10,000. Failure to comply will be considered a substantial breach of the contract.

A. Equal Opportunity Clause

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or natural origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause.
2. The Contractor will, in all solicitations or advertisements for placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The Contractor will send to each labor union or representative of workers with which he/she has collective bargaining agreement or other contract or understanding a notice, advising the labor union or worker's representative of the Contractor's commitments under Section 202 of Federal Executive order No. 11246, as amended, Rhode Island Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
4. The Contractor will comply with all provisions of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 and other regulations as issued by the State of Rhode Island, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the State Equal Opportunity Office and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the Contractor's non-compliance with the non-compliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or part, and the Contractor may be declared ineligible for further State contracts in accordance with procedures authorized in Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10 , and other regulations as issued by the State of Rhode Island, and such other sanctions may be

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imposed and remedies invoked as provided in Federal Executive Order No. 11246, as amended; Rhode Island Public Transit Authority, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law, or the State of Rhode Island and Providence Plantations.

7. The Contractor will include the provisions of paragraphs (1) through (7) in every sub-contract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Federal Executive Order No. 11246, as amended, Rhode Island General Law 28-5.1-10, and other regulations as issued by the Rhode Island Public Transit Authority, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any sub-contract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States and the State of Rhode Island to enter into such litigation to protect the interest of the United States and the State of Rhode Island.

B. Age Discrimination

Pursuant to Federal Executive Order No. 11246, as amended, the Contractor will not, in connection with the employment, advancement or discharge of employees, or in connection with the terms, conditions, or privileges of their employment, discriminate against persons because of their age except upon the basis of a bona fide occupational qualification, retirement plan or statutory requirement, nor will the Contractor specify, in solicitations or advertisements for employees, a maximum age limit for employment unless the specified maximum age limit is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

C. Employment of the Handicapped

1. Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following employment, upgrading, demotion or transfer, recruitment, or recruitment advertising; layoff or termination, rates of selection for training, including apprenticeship.
2. Contractor agrees that if a handicapped individual files a complaint with him/her that he/she is not complying with the requirements of the Rehabilitation Act of 1973, he/she will (1) investigate the complaint and take appropriate action consistent with requirements of 41 CFR Part 60-741.29 and (2) maintain on file for three years, the record regarding the complaint and the actions taken.
3. Contractor agrees that if a handicapped individual files a complaint with the Department of Labor that he/she has not complied with the

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- requirements of the act, (1) he/she will cooperate with the Department in its investigation of the complaint, and (2) he/she will provide all pertinent information regarding his/her employment practices with respect to the handicapped.
4. Contractor agrees to comply with the rules and regulations of Section 503 of the Rehabilitation Act of 1973 as interpreted in 41 CFR Part 60-741.29.
 5. In the event of Contractor's noncompliance with the requirements of this clause contract may be terminated or suspended in whole or in part.
 6. This clause shall be included in all subcontracts. In the event that this contract exceeds \$10,000 but is less than \$500,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
 7. Contractor agrees (1) to establish an affirmative action program, appropriate procedures consistent with the guidelines and the rules of the Secretary of Labor, will provide the affirmative action regarding employment and advancement of the handicapped required by P.L. 93-516, (2) to publish the program in the employees or personnel handbook or otherwise distribute a copy to all personnel, (3) to review the program each year and to make such changes as may be appropriate, and (4) to designate one of the principal officials to be responsible for the establishment and operation of the program.
 8. Contractor agrees to permit the examination by appropriate contracting agency officials or the Assistant Secretary for Employment Standards or the designee, of pertinent books, documents, papers, and records concerning employment and advancement of the handicapped.
 9. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Assistant Secretary for Employment Standards, provided by the contracting officer, stating Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment and the rights and remedies available.
 10. Contractor will notify each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract understanding, that he/she is bound by the terms of Section 503 of the Rehabilitation Act and is committed to take affirmative action to employ and advance in employment, physically and mentally handicapped individuals.
In the event this contract exceeds \$100,000 and provides for performance in 90 days or more, Contractor further agrees as follows:
 11. Contractor agrees to submit a copy of his/her affirmative action program to the State Equal Opportunity Office within 30 days after the award of a contract or sub-contract.
 12. Contractor agrees to submit a summary report to the State of Rhode Island and Providence Plantations Equal Opportunity Office by March 31 of each year during performance of the contract and by March 31 of the year following completion of the contract, in the form prescribed by State Equal Opportunity Office covering employment and complaint
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experience accommodations made and all steps taken to effectuate and carry out the commitments set forth in the affirmative action program.

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XXIV. CERTIFICATE OF NON-SEGREGATED FACILITIES

Contractor certifies that he/she does not maintain or provide for his/her Employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any such location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "Segregated Facilities" means any waiting room, work areas, rest rooms, and washrooms, restaurants, and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods), he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will forward the following notice to proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

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XXV. NOTICE OF PROSPECTIVE SUBCONTRACTORS **OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

A Certificate of Nonsegregated Facilities must be submitted prior to the award of a sub-contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. The certification may be submitted either for each sub-contractor for all subcontracts during a period (i.e., quarterly, semi-annually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 USA 1001.

A. Affirmative Action Compliance Program

Contractor agrees to develop a written Affirmative Action Compliance Program for each of its establishments as required by Section 60-1.40 of Title 41 of the Code of Federal Regulations.

B. Employer's Information Report (EE)-1 Form 100

Contractor agrees to file in duplicate, Standard Form 100, entitled, "Equal Employment Opportunity Employer Information Report EEO-1" as required by Section 60-1.7 of Title 41 of the Code of Federal Regulations.

Send original copy to Federal authorities, duplicate copy to the State Equal Opportunity Office, 1 Capitol Hill, Providence, Rhode Island 02908-5865.

C. Notice to All Vendors

If it should be determined by the State Equal Opportunity Office that any company doing business with the State is guilty of non-compliance with the provisions of this document, said company will be given two (2) written warnings. If the said company does not comply immediately after the second written notice, then the State Equal Opportunity Office will notify the Rhode Island Public Transit Authority, who shall have the authority to have the contract **revoked** and all contractual obligations of the State dealing with the contract in question will be **null and void**.

D. Post Award Conference

Post Award Conference for the Implementation of Affirmative Action prior to Signing of Contract.

E. Signature Required

Failure to provide a signature prior to Award to successful Proposers shall be cause for Rejection of Proposal.

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XXVI. GENERAL CONTRACT COMPLIANCE CERTIFICATE & AGREEMENT FORM

(Equal Employment Opportunity)

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

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XXVII. DAVIS BACON ACT COMPLIANCE

I certify that I will comply with the Provisions of the Davis-Bacon Act for this project. I certify that I will pay the applicable Prevailing Wages as listed at the following web address: <http://www.access.gpo.gov/davisbacon/ri.html>

Authorized Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Indicate Job Location Address: _____

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XXVIII. CONTRACTOR APPRENTICESHIP CERTIFICATION FORM

Rhode Island Department of Labor and Training Professional Regulation
(Applicable to Construction Contracts with a cost in excess of \$1 million)

_____(Company Name & Address) (hereafter "bidder") hereby certifies that bidder meets the general contractor apprenticeship requirements of R. I. Gen. Laws § 37- 13-3.1 because bidder meets one of the following qualifications (check):

- A. _____ Bidder sponsors a current and duly approved Rhode Island Department of Labor and Training Apprenticeship Program and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing on the contract.
- B. _____ Bidder sponsors a current and duly registered Rhode Island Department of Labor and Training reciprocal apprenticeship program pursuant to R. I. Gen. Laws § 28-45-16 and currently employs at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach apprenticeship program standards, apprenticeship agreement and Rhode Island Department of Labor and Training Reciprocal Apprenticeship Program Approval);
- C. _____ Bidder has entered into a current collective bargaining agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the collective bargaining agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of collective bargaining agreement and signature page).
- D. _____ Bidder has entered into a current labor agreement with a duly approved Rhode Island Department of Labor and Training Apprenticeship Program sponsor and, pursuant to the terms of the labor agreement, will employ at least one apprentice per trade/occupation, who will obtain "on the job training" experience in the apprentice's trade by performing work on the contract (attach relevant section of labor agreement and signature page).
- E. _____ Bidder will not perform work on the awarded contract except through subcontractors (nonperformance).
- F. _____ Bidder has received approval from the Rhode Island Department of Labor and Training that it satisfies the general contractor requirements of R. I. Gen. Laws §37-13-3.1 for purposes of a particular bid (attach Rhode Island Department of Labor and Training correspondence).

Printed Name and Title of Authorized Representative

Date

Signature of Authorized Representative

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XXIX. CERTIFICATION OF PRIMARY PARTICIPANT FORM

Request for Proposals Number: 23-31
Project Security Gates and Fencing

The primary participant _____ certifies to the best of its knowledge and belief, that it and its principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared eligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.
- 2) Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- 4) Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
- 5) The Primary Participant also certifies that, if it later becomes aware of any information contradicting the statements of Paragraphs 1-4 above, it will promptly notify RIPTA.

The primary participant _____, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Date

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XXX. DEBARMENT CERTIFICATION

CERTIFICATION REQUIREMENTS FOR RECIPIENTS OF GRANTS AND COOPERATIVE AGREEMENTS REGARDING DEBARMENT AND SUSPENSIONS

The purpose of the attached certifications is to exclude entities and individuals that the Federal Government has either debarred or suspended from obtaining Federal assistance funds through grants, cooperative agreements, or third-party contracts.

To assure that such entities and individuals are not involved in projects financed with Federal Transit Administration (FTA) assistance, FTA requires its applicants to complete the certificates.

The primary participant must sign the "**Certification of Primary Participant**" and, if there is a subcontractor, they must sign the "**Certification of a Subcontractor**" (If there is more than one subcontractor, they must all sign one of these forms.).

XXXI. CERTIFICATION OF A SUBCONTRACTOR FORM

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Project Security Gates and Fencing

The potential Subcontractor, _____
Certifies, by submission of this certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal Department or agency.

The Subcontractor, _____ certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Sections 3801 **ET SEQ.** are applicable thereto.

Signature/Title of Authorized Official

Print Signature

Date

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XXXII. NON-RESIDENT CONTRACTOR INFORMATION

From: Department of Administration
Division of Taxation
289 Promenade Street
Providence, RI 02908

Notice: "To All Persons Engaging Non-Resident Contractors"

Regulation Re: Contractors and Subcontractors - "Regulation C"

Article III, Non-Resident Contractors

Any individual, partnership, joint venture, corporation, state, municipal government or exempt organization awarding a construction contract in Rhode Island to a non-resident contractor (as hereinafter defined) is required, pursuant to Section 44-1-6 of the General Laws, as last amended, to withhold 3% of the contract price to secure payment of any sales and use tax or income tax withheld, or both, that may be due to the State of Rhode Island in carrying out the contract.

Upon completion of the contract, the non-resident contractor is required to notify the Tax Administration shall, within 30 days after receipt of the request, audit the records and provide by certified mail to the person holding the funds and to the non-resident contractor, either a certificate of no tax due or a notice of taxes due.

The person holding the funds is required to pay to the Tax Administrator the amount set forth in the notice of taxed due, including interest and penalties, but not in excess of 3% of the contract price. Monies withheld in excess of taxes due the Tax Administrator may be paid to the non-resident contractor.

If the Tax Administrator does not furnish a certificate of no tax due or a notice of taxes due within 30 days after receipt of the request for the making of the audit, the person holding the funds may remit the full amount due to the non-resident contractor. The Tax Administrator shall not have any claim against such funds in the hand of the person holding the funds.

DEFINITION OF NON-RESIDENT CONTRACTOR

"A non-resident contractor is one who does not maintain a regular place of business in this state. A regular place of business shall be deemed to mean and include any bona fide office (other than a statutory office), factory, warehouse, or other space in this state at which the taxpayer is doing business in its own name in a regular and systematic manner and which is continuously maintained, occupied, and used by the taxpayer in carrying on its business through its regular employees regularly in attendance. A temporary office at the site of construction shall not constitute a regular place of business".

In order to effectively implement this legislative change, which became effective on passage, non-resident contractors shall forward such notice of completion by certified or registered mail (in duplicate) to the Division of Taxation.

R. Gary Clark
Tax Administrator

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-31

XXXIII. DRUG & ALCOHOL TESTING PROGRAM

In accordance with the Federal Transit Administration Rules 49 CFR 40, 653, and 654, pertaining to prohibited drug use and Contract Service Providers who perform safety-sensitive functions as follows:

- Operation of Revenue Service Vehicles in and Out of Service.
- Dispatch or Control Movement of Revenue Service Vehicles.
- Maintain, Repair and Inspect Revenue Service Vehicle.

The standards they must meet are:

1. Provide each employee performing a RIPTA safety-sensitive function a copy of RIPTA's Prohibited Drug Use and Alcohol Misuse Policy and Procedures. Each Employee must sign and return to RIPTA "Confirmation of Receipt" form.
2. Provide RIPTA with documentation that all employees, both full and part-time, participate in a prohibited drug use testing program in compliance with 49 CFR 653 and an alcohol misuse testing program in compliance with 49 CFR 654. Documentation must be provided which ensures that all testing is performed in compliance with 49 CFR 40.
3. Provide to RIPTA's, by February 1st, following each calendar year, annual Management Information Systems (MIS) reports for submission to the FTA. The MIS form used must be that which is contained in 49 CFR 653 and 654.
4. Identify a contact person responsible for handling all 49 CFR 40, 653 and 654 regulation compliance.

XXXIV. DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT

CONTRACT SERVICE PROVIDER ACKNOWLEDGEMENT AND CONFIRMATION OF RECEIPT

Employee Name: _____

Company Name: _____

I have received a copy of Rhode Island Public Transit Authority's Prohibited Drug Use and Alcohol Misuse Policy and Procedures.

Employee

Signature: _____

Date: _____

Return To: Drug and Alcohol Test Coordinator
 Department of Human Resources
 Rhode Island Public Transit Authority
 Room 217
 705 Elmwood Avenue
 Providence, Rhode Island 02907

RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Request for Proposals Number 23-31

XXXV. TRAFFICKING IN PERSONS

Contractor agrees that it and its employees that participate in the contract, may not: Engage in severe forms of trafficking in persons during the period of time the contract is in effect, procure a commercial sex act during the period of time that the contract is in effect, or use forced labor in the performance of the contract or subcontracts thereunder. Contractor will inform Agency immediately of any information it receives from any source alleging a violation of the prohibitions listed in section.

President / Vendor Representative

XXXVI Federal Tax Liability and Recent Felony Conviction

The contractor hereby certifies the following:

Does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.

The contractor agrees to require all subcontractors to provide this certification and to flow this requirement down to participants at all lower tiers, without regard to the value of any subcontract.

President / Vendor Representative

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-31

XXXVII

Telecommunications Clause

VENDOR hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain “covered telecommunications equipment or services,” as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. VENDOR represents and warrants that it has performed a due diligence review of its supply chain and that no such “covered telecommunications equipment or services” shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

President/ Vendor Representative

RHODE ISLAND PUBLIC TRANSIT AUTHORITY
Request for Proposals Number 23-31
SCOPE OF WORK



RHODE ISLAND PUBLIC TRANSIT AUTHORITY

Security Gates and Fence

Gates A,B,C,D,E,F,G,H,I

Specifications

Dated: May 2023

Location:

269 Melrose Street
Providence, RI 02907

750 Elmwood Ave
Providence, RI 02907

705 Elmwood Ave
Providence, RI 02907

Ryder Lot, Longfellow Street, Cadillac Drive
Providence, RI 02907

350 Coddington Hwy
Middletown / Newport, RI 02842

Owner:

RIPTA – Rhode Island Public Transit Authority
705 Elmwood Avenue
Providence, RI 02907

XXXVI. SECTION 00 01 00 – TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>
SECTION 00 01 00 –	TABLE OF CONTENTS
SECTION 00 01 50 –	LIST OF DRAWINGS
SECTION 00 10 00 –	RFP SOLICITATION SUMMARY
SECTION 00 41 00 –	BID FORM
SECTION 01 10 00 –	SUMMARY
SECTION 01 22 00 –	MEASUREMENT AND PAYMENT PROCEDURES
SECTION 01 31 00 –	PROJECT MANAGEMENT AND COORDINATION
SECTION 01 33 23 –	SUBMITTAL PROCEDURES
SECTION 01 35 26 –	SAFETY REQUIREMENTS (COVID)
SECTION 01 40 00 –	QUALITY REQUIREMENTS
SECTION 01 50 00 –	TEMPORARY FACILITIES, EQUIPMENT AND CONTROLS
SECTION 01 71 13 –	MOBILIZATION
SECTION 01 73 00 –	EXECUTION
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SECTION 08 33 23 –	GATES AND FENCE
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*****END OF SECTION*****

XXXVII. SECTION 00 01 50 – LIST OF DRAWINGS

RIPTA – SECFEN SECURITY GATE AND FENCE

A101 SECFEN Gate - Fence Work Notations
A102 SECFEN Security and Communications Work Notations
A103 SECFEN Gate Details
A104 Site and Signage Work Notations
A105 SECFEN Fence Details
A106 SECFEN Fence Details
A107 SECFEN Signage and Pavement Marking Details
A108 SECFEN Curb cuts and Concrete Work
C201 A1 A2 A3 SECFEN Gates Employee Parking 705 Elmwood
C202 B4 B5 B6 SECFEN Gates Customer Parking 705 Elmwood
C203 C7 C8 C9 SECFEN Gates Employee Deck Parking 705 Elmwood
C204 D10 SECFEN Gates Paratransit Fueling 705 Elmwood
C205 E11 E12 E13 SECFEN Gates 750 Elmwood
C206 F14 F15 SECFEN Gates 269 Melrose
C207 G16 SECFEN Gates Ryder lot Entrance from Cadillac
C208 G17 SECFEN Gates Ryder lot Exit to Longfellow
C209 H18,19,20 SECFEN Gates Employee Parking Melrose Entrance - Exit
C210 I21 I22 SECFEN Gates Newport Facility
FT123-1L_FT123-1R_FT123-2_12-7 X 8
FT123-1L_FT123-1R_FT123-2_15 X 8
FT123-1L_FT123-2_20 X 8
FT123-1L_FT123-2_26 X 8
FT123-1R_FT123-2_20 X 8
FT123-1R_FT123-2_26 X 8
SVFTP-1L_SVFTP-2_SVFTP-3_32 X 8
SW211-1R_SW202-2_10 X 8
TF117-1L TF117-2
TF117-1R TF117-2
VPG001-1-2-3_R0 Generic

*****END OF SECTION*****

XXXVIII. SECTION 00 10 00 – RFP SOLICITATION SUMMARY

General Information			
Project Name	SECFEN - SECURITY GATE AND FENCE GATES A,B,C,D,E,F,G,H,I		
Project Description	-Replace security Gates A,B,C,D,E,F,G,H,I -Add or modify select fencing -Secure all required State Permits -Engineered stamped drawings if applicable (Gate drawings will be engineered by the Manufacture) -Pavement markings and signage. -Demolition and removal of existing Gates and associated construction materials -All associated electrical work for demolition and installation -All associated civil site work		
Project Start Date/Length	Fall 2023		
Completion	February 2024		
Contract Type	AIA Documents		
Funding Source	<input type="checkbox"/> Local	<input checked="" type="checkbox"/> State	<input checked="" type="checkbox"/> Federal
DBE Goal	TBD		
Pre-Bid Meeting	<u>Not Mandatory but Highly Recommended</u> Date: June 14, 2023 Time: 10:30am Location: Start Entrance B 705 Elmwood ave - Finish 350 Coddington ave. Newport		
Procurement Process Information			
Contract Manager *All correspondence during RFP must be through the Contract Manager.	Sheryl Gomes, Contract Manager Purchasing Department, Room 217 705 Elmwood Avenue, Providence, RI 02907 401-781-9400, x1281, sgomes@RIPTA.com		
Projected RFP Schedule: <i>Please refer to RIPTA Procurement for updates to all dates and times.</i>			
	DATE	TIME	
Issue Request for Proposals	June 8, 2023	8:00 AM	
Onsite Pre-Bid Meeting	June 14, 2023	10:30 AM	
Deadline to submit Questions and Request for Approved Equals to RIPTA	June 19, 2023	8:00 AM	
Deadline to Submit Proposals	June 28, 2023	1:00 PM	
Board Approval	July 19, 2023	4:00 PM	
Notice of Award to bidder	July 20. 2023	4:00 PM	
Start of Construction	LATE FALL 2023	-	
End of Construction	FEBRUARY 2024		

<p><u>Proposal Evaluation Criteria:</u></p> <p>Candidates shall be evaluated based upon their qualifications and responsiveness to the RFP. Final selection shall be based on the following:</p> <ul style="list-style-type: none"> A. Qualifications / Experience in comparable projects. B. Proposed Project Timeline C. Pricing D. Safety Program E. Experience with construction administrative procedures. <p>Respondents can be awarded up to 100 points based on the requested information in the evaluation criteria. Proposals will be evaluated by an evaluation committee and scored based on the established weights set forth.</p>	<p><u>Qualifications /Past Experience In Comparable Projects – (20 points)</u></p> <ul style="list-style-type: none"> -Describe your company’s qualifications as it relates to the scope of this work (certifications, licenses, etc...) -Provide examples of experience in ongoing and completed projects with similar scope. <p><u>Timeline (25 Points)</u></p> <p>Each proposal should include a project schedule that includes all major milestones, phases of construction, and completion date. A schedule limiting the duration of the project, interruptions of service, inactivity after mobilization is favorable.</p> <p><u>Pricing (25 Points)</u></p> <p>The respondent can receive up to 20 points for their proposed pricing and responsiveness to scope. This pricing must be inclusive of all scope outlined in the project RFP, schedule, drawings, and specifications. Proposal will not be considered if scope items are excluded within the proposal.</p> <p><u>Safety Program (15 Points)</u></p> <p>Each proposal should include a brief description of the contractor’s commitment to safety and EMR rating. Please include information on your safety policies, procedures, department, and personnel training.</p> <p><u>Management Software and Experience with Construction Administrative Procedures (15 points)</u></p> <p>Describe your company’s experience, procedures and management software in handling the administrative side of construction as it relates to: Scheduling, Submittals, Quality control, Invoicing, Project documentation, closeout documentation, Progress and completion photos and As-Built drawings</p>
<p>Basis of Award</p>	<p>This contract will be awarded to the contractor that submits the highest rated proposal of those received. Proposed pricing of project is only a portion of the criteria considered during award.</p> <p>The Rhode Island Public Transit Authority (RIPTA), reserves the right to cancel this RFP, or reject any or all proposals or parts thereof, to waive any formality in same, or accept any proposal deemed to be in the best interest of RIPTA. Any proposal not received by the designated date and time will be determined late and not be considered. Applicants may withdraw their proposals by written request, prior to, but not after the set time for proposal submission. Thereafter, proposals are irrevocable for a period of not less than one-hundred twenty (120) days, and may not be withdrawn or modified.</p>
<p>Liquidated Damages</p>	<p>N/A</p>

Project Incentives	N/A
Proposal Contents	
<p><u>Proposal Copies Required:</u></p> <ul style="list-style-type: none"> • One (1) Original • Two (2) Printed Copies • One (1) Electronic Copies (thumb drive) <p><u>Proposal Content:</u></p> <ul style="list-style-type: none"> • Proposal shall include information that addresses all aspects of the proposal evaluation criteria and any other pertinent information. • Completed Bid Form “Attachment F” • Completed forms from RIPTA Procurement’s “Request for Proposal” listed below: <ul style="list-style-type: none"> ○ <i>Required Company Information Form</i> ○ <i>Solicitation Form</i> ○ <i>Offer Form</i> ○ <i>Statement of Eligibility Form</i> ○ <i>Affidavit of Non-Collusion Form</i> ○ <i>Certification of Restrictions on Lobbying Form</i> ○ <i>Buy America Certification Requirements For Procurement of Steel or Manufactured Products</i> ○ <i>Buy America Certification Requirements of Procurement of Buses, Rolling Stock, and Associated Equipment</i> ○ <i>Schedule of DBE Participation</i> ○ <i>DBE Application Agreement</i> ○ <i>Letter of Intent to Perform as a Sub-contractor</i> ○ <i>DBE Good Faith Effort Summary Sheet</i> ○ <i>Narrative Explanation for Lack of DBE Participation E</i> ○ <i>Documentation of DBE Utilization F</i> ○ <i>General Contract Compliance Certificate & Agreement Form (EEO)</i> ○ <i>Contractor Apprenticeship Certification Form</i> ○ <i>Certification of Primary Participant Form</i> ○ <i>Debarment Certification</i> ○ <i>Drug & Alcohol Testing Program</i> ○ <i>Notice of Designation as Independent Contractor,</i> ○ <i>W-9 Request for Taxpayer Identification Number and Certification</i> 	
RFP Documents	
<p>Attachment A: Drawings: Security Gates- Dated: May 2023</p> <p>Attachment B: Security Gates Specifications – Dated: May 2023</p> <p>Attachment C: AIA Document A101-2017 (<i>Available for preview at www.aiacontracts.org</i>)</p> <p>Attachment D: AIA Document A201-2017 (<i>Available for preview at www.aiacontracts.org</i>)</p> <p>Attachment F: Bid Form</p>	

BACKGROUND
SCOPE OF Project:
<p>Includes, but not limited to:</p> <ul style="list-style-type: none"> -Replace security Gates A,B,C,D,E,F,G,H,I -Add or modify select fencing -Secure all required State Permits -Engineered stamped drawings if applicable for permitting (Gate drawings will be engineered by the Manufacture) -Pavement markings and signage. -Demolition and removal of existing Gates and concrete -All associated electrical work for demolition and installation -All associated electrical work for Access / Communication Hardware -All associated civil site work to include traffic islands curbs and ADA Sidewalks -All field measurements and site verifications by the contractor <p>-Priority list of entrances to be completed;</p> <ol style="list-style-type: none"> a. D-10 b. I-21, 22 c. C7, C8, C9 d. A1, A2, A3 e. H18, H19, H20 f. B4, B5, B6, E11, E12, E13, F14, F15, G16, G17

*****END OF SECTION*****

XXXIX. SECTION 00 41 00 - BID FORM

Security Gates and Fence Gates A,B,C,D,E,F,G,H,I

Locations:

Entrance H – Corner of Melrose and Longfellow Street Providence, RI 02907

Entrance F - 269 Melrose Street Providence, RI 02907

Entrance E - 750 Elmwood Ave Providence, RI 02907

Entrance A, B, C, D - 705 Elmwood Ave Providence, RI 02907

Entrance G Ryder Lot, Longfellow Street, Cadillac Drive Providence, RI 02907

Entrance I 350 Coddington Hwy Middletown, RI 02842

BIDDER INFORMATION

Contractors Name: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Contact Person: _____

Date Completed: _____

OFFER

A. Having examined the places of the Work and all matters referred to in the Contract Documents prepared by the Rhode Island Public Transit Authority (Owner), we, the undersigned, hereby offer to enter into a Contract to perform the Work, Security Gates and Fence Gates A,B,C,D,E,F,G,H,I Project, for the amount indicated below, subject to the additions and deductions according to the terms of the Contract Documents and as stated below. The undersigned will provide all necessary and proper material, machinery, equipment, facilities, and means to complete the Work.

B. This bid includes Addenda numbered (to be filled in by Bidder, if addenda are issued):

NOVEMBER 2022

Addenda No. 1 Dated: _____

Addenda No. 2 Dated: _____

- C. The undersigned hereby understands that the Owner has the right to reject any and all bids and to award the contract in the best interest of the Owner. The Owner reserves the right to award the entire project or delete portions of the work to funds available, whichever is in the best interest of the Owner.

- D. The undersigned also understands that the contract must be carried out in strict accordance with the Contract Documents.

LUMP SUM BASE BID

Lump Sum Bid Price In Words	Lump Sum Bid – In Figures
_____	\$ _____

UNIT PRICE BASE BID ITEMS

N/A

BASE BID ALLOWANCES

Allowance Item No.	Item Description	Unit of Measure	Unit Price – Words and (Figures)	Quantity	Amount

*Prior to invoicing for allowances, backup documentation must be submitted indicating actual cost of allowance item.

TOTAL BASE BID PRICE

FOR PURPOSES OF BID COMPARISON, TOTAL BASE BID PRICE FOR: LUMP SUM ITEM 1 AND ALLOWANCE ITEM 1.

\$ _____ (Amount in Figures)

_____ (Amount in Words)

ALTERNATE BID ITEMS

Alt. Bid Item No.	Item Description	Unit of Measure	Unit Price – Words and (Figures)
1.	5 Year Manufacturer Quarterly Preventative Maintenance, itemized for each gate. (Tymetal)	EACH	_____ Dollars and _____ Cents (\$ _____)

BID FORM SIGNATURE(S)

The Corporate Seal of

(Bidder – Please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized Signee)

(Title)

(Date)

(Seal)

(Notary Public Signature and Seal)

(Date)

If the Bid is a joint venture of partnership, add additional forms of execution for each member of the joint venture in the appropriate form of forms as above.

*****END OF SECTION*****

XL. SECTION 01 10 00 – SUMMARY

PART 1 – GENERAL

1.1 Summary

- A. Section Includes:
 1. Project information.
 2. Work covered by Contract Documents.
 3. Schedule
 4. Access to Project Site.
 5. Work restrictions.
 6. Required Licenses

1.2 References

Attachment A: Drawings: **Security Gates-** Dated: **May 1, 2023**
 Attachment B: **Security Gates** Specifications – Dated: **May 1, 2023**
 Attachment C: AIA Document A101-2017 (*Available for preview at www.aiacontracts.org*)
 Attachment D: AIA Document A201-2017 (*Available for preview at www.aiacontracts.org*)
 Attachment F: Bid Form

1.3 Project Information

- A. Project Identification: SECURITY GATE AND FENCE
- B. Project Code: SECFEN

Locations:

Entrance H – Corner of Melrose and Longfellow Street Providence, RI 02907

Entrance F - 269 Melrose Street Providence, RI 02907

Entrance E - 750 Elmwood Ave Providence, RI 02907

Entrance A, B, C, D - 705 Elmwood Ave Providence, RI 02907

Entrance G Ryder Lot, Longfellow Street, Cadillac Drive Providence, RI 02907

Entrance I 350 Coddington Hwy Middletown / Neport, RI 02842

- C. Owner: Rhode Island Public Transit Authority
 1. Owner’s Representative: Jack Plouffe, Project Management, RIPTA
 2. Owner’s Address: 705 Elmwood Avenue, Providence, RI 02907
 3. Owner’s Telephone: 401-573-4777

1.4 Work Covered By Contract Documents

- A. Description of Work: The Work includes, but is not limited to, the following general item descriptions:
1. All Applicable RI State permits
 2. Demolition and removal of existing security gates and debris from site work
 3. Furnish and install security gates, fencing.
 4. Site work to include traffic Islands, Curbs, and ADA sidewalks
 5. Furnish and install signage and pavement markings.
 6. All Electrical work to facilitate the demolition of existing gates and installation of new gates
 7. All Electrical work to install Access / Communications hardware
 8. Field measurements and verifications by the contractor
 9. Close out O&M manuals.

1.5 Type of Contract:

- A. Single prime contract utilizing AIA documents.

1.6 Contract Schedule

- A. The number of days within which, or the dates by which, have been approved by the Owner and Bidder in the Contract Schedule. The Work is to be completed and ready for final payment as set forth in the Agreement.
- B. The Agreement will establish dates and/or durations for the following:
1. Issuing of Contract
 2. Submittal Submission
 3. Submittal Approval
 4. Mobilization
 5. Commissioning and Training
 6. Demobilization
 7. Substantial Completion
 8. Punch List
 9. Submit Closeout Documents
 10. Completion of Project
- C. A detailed project schedule shall be developed by the Contractor, and approved by the Owner, after award of contract outlining project activities, phases, milestones, shut downs, cutovers, or any other pertinent information.
1. The Contractor shall maintain a Gantt chart schedule from award of contract through final closeout and make the schedule readily available for the Owner and project team.
 2. Schedule shall include the following:
 - a. Project Name, Run Date, Revision Number
 - b. Duration (Working Days)
 - c. Duration (Calendar Days)

- d. Activity Start and Finish dates
 - e. Actual Activity start and Finish dates
 - f. Activity Predecessors and Successors
- 3. Coordinate and sequence Work to limit the duration of disturbance to project site.
- 4. Coordinate Work to limit inactivity after Mobilization.
- 5. Schedule should be updated **weekly** and be available for discussion during project meetings. Updated schedules will be subject to approval by the Owner.
- D. The Contractor shall not sequester shared float through such strategies as extending activity duration estimates to consume available float, using preferential logic, or using extensive crew/resource sequencing, etc. Since float time within the schedule is jointly owned, no time extensions will be granted nor delay damages paid until a delay occurs which extends the work beyond the contract completion date. Since float time within the construction schedule is jointly owned, it is acknowledged that Owner caused delays on the Project may be offset by Owner caused timesaving (i.e., critical path submittals returned in less time than allowed by the contract, approval of substitution requests and credit changes which result in a savings of time to the Contractor, etc.). In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all Owner caused timesaving are exceeded and the contract completion date is also exceeded.
- E. A detailed **2** Week Look-Ahead shall be submitted weekly outlining upcoming tasks, inspections, phase changes, shut downs, cutovers, and anything required of the Owner for the listed activities to stay on schedule.

1.6 Access to Project Site

- A. General: Contractor shall have use of premises within areas designated by RIPTA for construction operations. Contractor's use of premises is limited by the Owner's right to perform work or to retain other contractors on portions of Project.
- B. Use of surrounding areas: Limit use of the surrounding area outside the Limits of Disturbance, to Work in areas shown on Drawings. Do not disturb areas beyond which the Work is indicated. The area, outside of the Limits of Disturbance, is available during construction after coordination and approval by Owner. Storage of materials, equipment, and vehicles shall be within the Limit of Disturbance and shall be for use on the project where stored.
- C. Driveways, Walkways and Entrances: Keep driveways and entrances around the project site clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Coordinate temporary blockage of these areas with Owner.

1.7 Work Restrictions

- B. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
2. On-Site Work Hours: Work for each construction site will differ from each site
3. City Holidays and Weekends: If work is required, the Contractor should coordinate with the Owner 72 hours in advance.
4. Allow emergency vehicles and employee access to all areas of the site and always pass unimpeded.
5. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - a. Notify Owner not less than five days in advance of proposed utility interruptions.
 - b. Obtain Owner's written permission before proceeding with utility interruptions.
6. Use of tobacco, alcohol, electronic vapes, controlled substances, and illicit drugs are prohibited on project site and surrounding areas. Anyone found with alcohol, controlled substances, or illicit drugs on their person, or in their vehicle, on site or in the surrounding areas will be removed from site. Work will be suspended at the Contractor's expense until a meeting can be scheduled between Owner and Contractor. At this time, the Owner reserves the right to terminate any and all contracts with the Contractor.
7. Employee Identification: Provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times. Personnel shall have their company's name or logo on the outermost piece of clothing or hard hat. Personnel shall not wear any garment showing the name of a company other than the one they are employed.
8. USE OF ANY RIPTA EQUIPMENT BY THE CONTRACTOR IS STRICTLY PROHIBITED. Contractor to provide their own hoisting, lifting, and man lifts as required.
9. Priority list of sites to be completed;
 - a. D-10
 - b. I-21, 22
 - c. C7, C8, C9
 - d. A1, A2, A3
 - e. H18, H19, H20
 - f. B4, B5, B6, E11, E12, E13, F14, F15, G16, G17

1.8 Required Licenses

- A. Contractor or Sub-contractor must have the required licenses and certifications to perform the Work.
 1. Contractor or Sub-contractor must hold and submit copies of any licenses required by authorities having jurisdiction to perform the work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

*****END OF SECTION*****

XLI. SECTION 01 22 00 – MEASUREMENT AND PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 General

- A. Measurement: Notify Owner, or Owner's Designee, at least 48-hours prior to the time at which necessary measurements must be taken. Notification must be in advance of obscuring pay item. Do not proceed until such measurements have been taken in the presence of the Owner or Owner's Designee.

1.2 List of Payment Items

- A. The payment items listed below identify the major components of work identified and specified in the Contract Documents. Work that is not specifically called out within an individual payment item but is inherently required to complete the Work shall be considered as a part of that payment item.
- B. Specification Sections are referenced below for the convenience of the Contractor only and are not intended to identify the sole or complete location of specified work required under the payment item.

1.3 List of Lump Sum Base Bid Items

- A. Lump Sum Base Bid Item 1 – Base Bid Items as outlined in the Bid Form.
- B. Measurement: As measured by the Owner, pro-rated with the Contractor's progress of work at the Project Site.

1.4 List of Base Bid Unit Price Items

- A. N/A

1.5 List of Base Bid Allowance Items

- A. List of Base Bid Allowance Items - Base Bid Allowance Items as outlined in the Bid Form.
- B. Measurement: Prior to invoicing for allowances, backup documentation must be submitted indicating actual cost of allowance item and approved by Owner.
- C. Payment: Will be paid per the backup documentation provided and approved by Owner.

1.6 Alternate Bid Items

- A. List of Alternate Bid Items - Alternate Bid Items as outlined in the Bid Form.
- B. Measurement: As measured by the Owner, or Owner's Designee, pro-rated with the Contractor's progress of work at the Project Site.
- C. Payment: Will be paid per unit of measure listed in Alternate Bid Items on Bid Form.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

*****END OF SECTION*****

XLII. SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

PART 1 – GENERAL

1.1 Summary

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Requests for Information (RFIs)
 - 3. Project meetings.
- B. Related Sections:
 - 1. Section 01 71 13 "Mobilization."

1.2 Definitions

- A. RFI: Request of Owner, or Owner's designee, seeking clarification or interpretation of the Contract Documents.

1.3 General Coordination Procedures

- A. Coordination: Coordinate construction operations included in multiple sections of the Specifications and Drawings to ensure efficient and orderly installation of each part of the Work.
 - 1. Coordinate with Owner's Personnel or Owner's sub-contractors as required. Include these individuals in the weekly project meetings and distribution of applicable information.
 - 2. Coordinate and sequence Work to limit the duration of disturbance to project site.
 - 3. Coordinate Work to limit periods of inactivity after Mobilization.
- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
- C. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- D. Make adequate provisions to accommodate items scheduled for installation at a later date.

1.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and electronically submit a RFI in the form specified or agreed upon.

- B. Owner will return RFI's submitted directly to the Owner by other entities controlled by Contractor with no response.
- C. Coordinate and submit RFIs in a prompt manner as to avoid delays in Contractor's work or work of sub-contractors.
- D. Content of the RFI: Include a detailed, legible description of the request needing additional information or interpretation, and the following:
 - 1. Project name
 - 2. Project number
 - 3. Date Submitted
 - 4. Name of Contractor, Name of Owner, Name of Engineer.
 - 5. RFI number, numbered sequentially.
 - 6. RFI Title (Title should clearly represent the topic of the RFI)
 - 7. RFI Request (Request should clearly identify the additional information required).
 - 8. Specification Section number, title and related paragraphs, as appropriate.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Field dimensions and condition, as appropriate.
 - 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 - 12. Contractor's signature
- E. Contractor shall give Owner written notification of impacts to Time or Contract Sum within 2 days of RFI response if necessary. Or prior to expenditure of additional funds requiring reimbursement.
- F. RFI Log: When RFI's are submitted to the Owner, the Contractor will prepare, maintain, and submit a printed log of RFIs organized by the RFI number. Submit log weekly for review. Log shall include the following:
 - 1. Project name.
 - 2. Name and address of Contractor
 - 3. Name and address of Owner.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI Status (Open, Closed, Void)
 - 6. RFI Titles
 - 7. Date the RFI was submitted.
 - 8. Date Owner or its designee's response was received.
 - 9. Days RFI response is overdue.
 - 10. Cost impact (Time or Contract sum)
- G. On receipt of Owner response, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Owner or its designee within 2 days if Contractor disagrees with response.

1.5 Project Meetings

- A. Project Kick-Off Meeting: **Contractor** shall schedule and conduct a Project Kick-Off meeting within 2 weeks of being awarded the Project, at a time convenient to Owner and Owner's Designee.
 1. Attendees: Authorized representatives of Owner, Owner's Designee, Contractor, and their Sub-contractors.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Project Schedule
 - b. Permitting schedule Risk Review
 - c. Phasing Plans
 - d. Designation of key personnel and their duties
 - e. Communications protocols
 - f. Procedures for processing field decisions and Change Orders
 - g. Procedures for RFIs
 - h. Procedures for testing and inspecting.
 - i. Procedures for processing Applications for Payment
 - j. Distribution of the Contract Documents
 - k. Submittal procedures
 - l. Contractors Submittal Log
 - m. Contractors Log of Anticipated Tests and Inspections for use during construction
 - n. Preparation of record documents
 - o. Use of the premises
 - p. Work restrictions
 - q. Working hours
 - r. Responsibility for temporary facilities and controls
 - s. Construction waste management and recycling
 - t. Parking availability
 - u. Equipment deliveries and priorities
 - v. Health and safety
 - w. First aid
 - x. Security
 - y. Progress cleaning
 3. Minutes: **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, and other attachments discussed during meeting.
- B. *Pre-Mobilization Meeting*: **Contractor** shall schedule and conduct a Pre-Mobilization Meeting 5 days before Mobilization to review responsibilities and personnel assignments, at a time convenient to Owner and its designee.
 1. Attendees: Authorized representatives of Owner, Owner's Designee, Contractor, Contractor's superintendent and foreman, major sub-contractors, and other concerned parties shall attend the conference.
 - a. Participants at the conference shall be familiar with the project and authorized to conclude matters relating to the Work.

2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Project Schedule / 3 week look ahead
 - b. Phasing and mobilization
 - c. Designation of key personnel and their duties.
 - d. Lines of communications.
 - e. Project directory with email and phone numbers.
 - f. Procedures for processing field decisions and Change Orders.
 - g. Procedures for RFIs / Review any current RFI's
 - h. Procedures for testing and inspecting.
 - i. Contractors Log of Anticipated Tests and Inspections for use during construction.
 - j. Use of the premises.
 - k. Work restrictions
 - l. Working hours.
 - m. Temporary facilities.
 - n. Construction waste management and recycling.
 - o. Parking availability and site access.
 - p. Equipment deliveries and priorities.
 - q. Health and safety plan and requirements
 - r. First aid.
 - s. Security.
 - t. Progress cleaning.
 3. Minutes: **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, and other attachments discussed during meeting.
- C. *Weekly Progress Meetings* - **THE CONTRACTOR** shall schedule and conduct weekly meetings and/or conferences at a RIPTA Office or the Project Site.
1. Attendees: Contractor to inform participants, and any additional individuals whose presence is required, of date and time of each meeting. Notify Owner, other Contractor and Sub-contractors of scheduled meeting dates and times. Contractor's attendance is mandatory.
 2. Agenda: Contractor to Prepare the meeting agenda. Distribute the agenda to all invited attendees. The meeting agenda should include the following at a minimum:
 - a. Health and safety requirements / Issues.
 - b. Project Schedule / 3 week Look-Ahead / Delays.
 - c. Submittal Reviews
 - d. Submitted or Upcoming RFI's.
 - e. Submitted or upcoming Change Orders
 - f. Risk Mitigation Log
 - g. General Discussion Items
 4. Minutes: **Contractor** will record significant discussions and agreements achieved during the meeting. **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, submittal log, RFI log and other attachments discussed during meeting.

- D. *Project Closeout Conference:* **Contractor** shall schedule and conduct a project closeout conference to review requirements and responsibilities related to Project closeout, at a time convenient to Owner and its designee, but no later than 10 days prior to the scheduled date of Substantial Completion. (Substantial Completion occurs when the Owner and Contractor agrees that the project, or a portion of the project, is fit for its intended use and the Owner can occupy and use the property)
1. Attendees: Authorized representatives of Owner, Contractor, and their Sub-contractors.
 2. Agenda: Discuss items of significance that could affect or delay project closeout, including the following:
 - a. Preparation of record documents
 - b. Procedures required for Substantial Completion, Final Inspection, and Closeout
 - c. Submittal of written warranties
 - d. Lien waiver requirements
 - e. Requirements for preparing operations and maintenance data
 - f. Preparation of Contractor's punch list
 - g. Procedures for processing Applications for Payment at Substantial Completion and for final payment
 - h. Responsibility for removing temporary facilities and controls
 3. Minutes: **Contractor** shall record and distribute meeting minutes with sign-In sheet, schedules, and other attachments discussed during meeting.
- E. *Safety Meetings:* At a minimum, The **Contractor** shall schedule and administer a weekly Safety Meetings, or if requested by the Owner or Owner's Designee.
1. Attendees: Owner and Owner's Designee, each Contractor including all onsite employees, Sub-contractors including all onsite employees, suppliers, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with OSHA regulations relating to the Work.
 2. Agenda: Review topics of significance that could affect safety. Include topics for discussion as appropriate to the phase of the Project. Review present and future concerns, including the following:
 - a. Proposed Work activities for that week and/or day.
 - b. Current hazards and risks onsite.
 - c. Anticipated weather conditions.
 - d. Anticipated changes to site conditions.
 - e. "Tool Box Talk" with topic that relates to on site activities.
- F. *Daily Arrival Meeting:* All Contractor employees, visitors, vendors, and sub-contractors to the Project Site shall sign in with the **Contractor** before entering the property and sign the visitor log book. Log book should contain the following for each signee:
1. Legal Name
 2. Company Name

3. Phone Number
4. Time In / Time Out

Contractor shall maintain the visitor log book throughout the duration of the Project. The site-specific Health and Safety Plan (HASP) should be available to all visitors and be kept with visitor log book.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

*****END OF SECTION*****

XLIII. SECTION 01 33 23 - SUBMITTAL PROCEDURES

PART 1 – GENERAL

1.1 Summary

- A. Section includes requirements for the Submittal Log, and administrative procedural requirements for submitting Shop Drawings, Product Data, Samples, and other Submittals. ALL PRODUCTS INCORPORATED INTO THE CONSTRUCTION OF THIS PROJECT ARE REQUIRED TO BE SUBMITTED FOR APPROVAL REGARDLESS IF IT IS, OR IS NOT, INCLUDED IN THE SPECIFICATIONS.

1.2 Definitions

- A. *Submittals*: Written, graphic information, and/or physical samples that require the Owner's responsive action prior to fabrication, procurement, and/or installation of item. Submittals are indicated in individual Specification Sections as "Submittals."
- B. *Informational Submittals*: Written and graphic information and physical samples that do not require the Owner's and its designee responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals not indicated in individual Specification Sections as "Submittals."
- C. *File Transfer Protocol (FTP)*: Email with PDF attachments.
- D. *Portable Document Format (PDF)*: A versatile file format that gives people an easy, reliable way to present and exchange documents - regardless of the software, hardware, or operating systems being used by anyone who views the document..

1.3 Submittals

- A. *Submittal Log*: **Contractor** to submit a log of submittals, arranged in chronological order by specification section. Include the following information in the Submittal Log:
 1. Status.
 2. Product Name
 3. Specification Number
 4. Date Submitted for Review
 5. Response required date
 6. Days the response is overdue
 7. Date Submittal was Returned
 8. Lead Time of Product
 9. Order Release Date
 10. Ship Date
 11. Tracking Numbers
 12. Arrival Date

Submit Submittal Log for review concurrently with Kick-Off Meeting. Mark those submittals requiring immediate attention to maintain orderly progress of the Work and those required early due to long lead time for manufacture or fabrication. ALL PRODUCTS INCORPORATED

INTO THE CONSTRUCTION OF THIS PROJECT ARE REQUIRED TO BE SUBMITTED FOR APPROVAL REGARDLESS IF IT IS, OR IS NOT, INCLUDED IN THE SPECIFICATIONS.

- B. *Project Administrative Submittals*: Submit the following information for approval:
1. Project Schedule – to be provided at Kick-Off Meeting
 2. Site Phasing Plan – to be provided at Kick-Off Meeting
 3. Contractor and Sub-contractor Licenses – to be provided at Kick-Off Meeting
 4. Health and Safety Plan – to be provided at Kick-Off Meeting
 5. List of Sub-contractors – to be provided at Kick-Off Meeting
 6. Quality Control Plan – to be provided at Pre-Mobilization Meeting
 7. Submittal Log – to be provided at Kick-Off Meeting.
 8. Pre-Construction Photos – to be submitted prior to Mobilization
 9. As-Built drawings – to be provided during Project Closeout
 10. Operation and Maintenance Manual/Owner's Manual – to be provided during Project Closeout
 11. Warranties
 12. Contractors list of Incomplete Items (Punch List)
 13. Certificate of Occupancy / AHJ signoff
- C. *Coordination*: Coordinate preparation and processing of submittals with sequence of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on reviewed Submittal Log.
 3. Submit Submittals and Informational Submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 5. Owner, or Owner's Designee, reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 6. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
 - a. Time for review shall commence on Owner's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals far enough in advance of the Work to permit processing, including resubmittals.
 - b. Initial Review: Allow **10** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Owner will advise Contractor when a submittal being processed must be delayed for coordination.
 7. Intermediate Review: If an intermediate submittal is necessary, process it in same manner as initial submittal.

8. Resubmittal Review: Allow 10 days for review of each resubmittal.
- D. Electronic Submittals: Submittals shall only be transmitted digitally unless submittal is a physical sample or mockup. Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form.
 - a. Name file with project identifier, submittal number, revision number, and submittal title.
 - b. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., SECDEF-01 33 23.01).
 - c. Resubmittals shall include a suffix "R#" after another decimal point (e.g., SECDEF-01 33 23.01.R1).
 - d. Provide means for insertion to permanently record Contractor's review and approval markings, and action taken by Owner.
 - e. Transmittal Form for Electronic Submittals: Use consistent electronic form acceptable to Owner.
- E. Resubmittals: Make resubmittals in same form and number of copies as initial submittal. Note date and content of previous submittal. Note date and content of revision in label or title block and clearly indicate extent of revision throughout submittal.
1. The Contractor shall resubmit the relative plans, documents, ect. until they are marked with approval notation from the Owner's action stamp. .
 2. After a total of two (2) submissions of the same section, the Contractor shall incur the costs of each subsequent submittal at \$600.00 each. The Contractor will continue incurring said cost until marked with the Owner's action stamp.
 - a. Should it be the Owner's opinion that the Contractor has re-numbered submittal documents, or conducted similar practices to avoid this fee, the cost incurred shall become \$800.00 for the duration of the project for each resubmittal meeting Section 01 33 23(E)(1)(2) thereafter.
- F. Distribution: Contractor to furnish copies of final submittals to manufacturers, sub-contractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- G. Use for Construction: Retain complete copies of submittals on the project site or make available to field personnel digitally. Use only approved submittals that are marked with approval notation from Owner's action stamp.

PART 2 – PRODUCTS

2.1 Submittal Procedures

- A. *General Submittal Procedure Requirements:* Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification

- Sections. ALL PRODUCTS INCORPORATED INTO THE CONSTRUCTION OF THIS PROJECT ARE REQUIRED TO BE SUBMITTED FOR APPROVAL REGARDLESS IF IT IS, OR IS NOT, INCLUDED IN THE SPECIFICATIONS. Submit electronic submittals as PDF electronic files via email, or approved equal, furnished and maintained by the Contractor, and giving access to all project team members. Owner, will return annotated file. Contractor to retain one copy of file as an electronic project record document file for closeout.
- B. *Certificates and Certifications Submittals*: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- C. *Product Data*: Collect information into a single submittal for each element of construction and type of product or equipment. If information must be specially prepared for submittal because standard published data are not suitable for use. Mark each copy of each submittal to show which products and options are applicable. Include the following information, as applicable:
1. Manufacturer's catalog cuts.
 2. Manufacturer's product specifications.
 3. Standard color charts.
 - a. Supply hard copy of manufactures color chart for selection. Include a photo of color chart in digital submittal.
 4. Statement of compliance with specified referenced standards.
 5. Testing by recognized testing agency.
 6. Application of testing agency labels and seals.
 7. Notation of coordination requirements.
 8. Availability and delivery time information.
 9. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - e. Submit Product Data before or concurrent with Samples.
- D. *Shop Drawings*: Prepare project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Owner's digital data drawing files is otherwise permitted.
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.

- c. Compliance with specified standards.
 - d. Notation of coordination requirements.
 - e. Notation of dimensions **established by field measurement**.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
2. Submit Shop Drawings in the following format:
- a. PDF electronic file via email or approved equal.
 - b. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Include a photo of physical samples or mockups in digital submittal for record. Samples include, but are not limited to, the following:
 1. Partial sections of manufactured or fabricated components
 2. Small cuts or containers of materials.
 3. Complete units of repetitively used materials.
 4. Swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 5. Number of Samples: Submit two sets of Samples. Owner will retain both Sample sets.
- E. *Test and Inspection Reports and Log of Tests and Inspections Submittals*: Comply with required testing specified in the Contract Documents. Contractor's Testing agency shall copy Owner and Owner's Designee on the original distribution of results. Contractor shall compile all final test reports and formally submit for closeout.
- F. *Qualification Data*: Prepare written information that demonstrates capabilities and experience of firm or person. Include copies of all licenses and certifications for each employee working on site.
1. Contractor or Sub-contractor must hold all licensee required to perform the work
 2. Contractor or Sub-contractor must hold and submit the following licenses, at a minimum, to perform the Work:
 - a. Master Mechanical Contractor
 - b. Pipefitter Master 1
- G. *Installer Certificates*: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific project.
- H. *Manufacturer Certificates*: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

- I. *Product Certificates*: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- J. *Material Certificates*: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- K. *Material Test Reports*: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents. Contractor's Testing agency shall copy Owner and Owner's Designee on the original distribution. Contractor shall compile all final test reports and formally submit for closeout. Reports include, but is not limited to:
 - 1. Environmental testing for all imported materials (loam, fill, gravel borrow, etc.)
 - 2. Environmental testing for all exported materials
 - 3. Concrete testing including: air content, slump, concrete temperature, and compression test specimens.
 - a. Compressive-Strength Tests at 7 days, 14 days and 28 days. (include 3 day breaks as required to accelerate schedule)
 - 4. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- L. *Research Reports*: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- M. *Pre-Construction Test Reports*: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- N. *Field Test Reports*: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

- O. *Design Data*: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 Owner's Action

- A. Submittals: Owner or its designee will review each submittal, make marks to indicate corrections or revisions required, and return it. Owner or its designee will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action, as follows:
 - 1. Furnish As Submitted: No response is required by the Contractor.
 - 2. Furnish as Noted: Contractor shall review Owner's annotations and Furnish accordingly.
 - 3. Rejected: Contractor shall resubmit until Owner finds submittal satisfactory.
- B. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Owner.
- C. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- D. Submittals not required by the Contract Documents may be returned by the Owner without action.
- E. The Owner has the right to approve or reject any submittals and oversee critical project concerns.

*****END OF SECTION****

XLIV. SECTION 01 35 26 – SAFETY REQUIREMENTS (COVID)

PART 1 – GENERAL

1.1 Summary

- A. The coronavirus disease 2019 (COVID-19) has had a significant impact on the health and safety during the past two years. To prevent the potential impact to site employees, site contractor employees and regulatory personnel proper personal protection and requirements will be required on this project. These requirements continue to be modified as new information on the effects of the disease, vaccines and disease variants are identified. Therefore, the contractors are required to follow the existing active health guidelines and requirements for the following agencies:
 - 1. Center for Disease Control
 - 2. State of Rhode Island Department of Health
 - 3. Occupational Safety and Health Agency
 - 4. Federal Transit Authority
- B. Should requirements from the above agency conflict with each other the most stringent requirements must be followed unless otherwise approved by RIPTA. Contractors will be responsible for ensuring compliance with the requirements in effect at the time of the project award and throughout the scheduled work. Requirements may include, but not be limited to, mask wearing, social distancing, testing, vaccinations, quarantining, and isolation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Construction Methods:

- A. The Contractor shall comply with all applicable local, state, and federal regulations applicable to all work included in the project including, but not limited, to those agencies in the above description.

3.2 Documentation:

- A. The Contractor shall submit two copies to RIPTA of the site-specific health and safety plan (HASP) with a COVID Mitigation Addendum detailing the plans for the compliance with the applicable regulations for work on this project.

*****END OF SECTION*****

XLV. SECTION 01 40 00 - QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 Summary

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the sections that specify those activities. Requirements in those sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Owner or Owner's designee, or authorities having jurisdiction are not limited by provisions of this section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.2 References

- A. Construction Documents

1.3 Definitions

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Owner or Owner's Designee.
- C. Preconstruction Testing: Tests and inspections performed specifically for a project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by a Nationally Recognized Testing Laboratory, a National Voluntary Laboratory Accreditation Program, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Sub-contractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 Conflicting Requirements

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Owner or Owner's Designee for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner or Owner's Designee for a decision before proceeding.

1.5 Submittals

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.
- B. Log of Tests and Inspections - Prepare in digital form for approval and include the following:
 - 1. Specification Section number and title.
 - 2. Entity responsible for performing tests and inspections.
 - 3. Description of test and inspection.
 - 4. Identification of applicable standards.
 - 5. Identification of test and inspection methods.
 - 6. Number of tests and inspections required.
 - 7. Time schedule or time span for tests and inspections.
 - 8. Requirements for obtaining samples.
 - 9. Results indicating Pass or Fail when received.

1.6 Contractor's Quality-Control Plan

- A. Quality-Control Plan, General: Submit quality-control plan not less than five days prior to Project Kickoff Meeting. Submit in format acceptable to Owner or Owner's Designee. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for the Project. Project quality-control manager may also serve as project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal preparation and review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive log of Work requiring testing or inspection prior to acceptance by the Owner, including the following:
 1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Required tests and inspections, and Contractor-elected tests and inspections, include but are not limited to:
 - a. Pre-commissioning test reports.
 - b. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
 - c. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract Document requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Owner has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.7 Reports And Documents

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 1. Date of issue.
 2. Project title and number.
 3. Name, address, and telephone number of testing agency.
 4. Dates and locations of samples and tests or inspections.
 5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
 7. Identification of product and Specification Section.
 8. Complete test or inspection data.
 9. Test and inspection results and an interpretation of test results. (Pass / Fail)
 10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 12. Name and signature of laboratory inspector.
 13. Recommendations on re-testing and re-inspecting.
 14. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the Name, address, and telephone number of technical representative making report.
 15. Distribution list for inspection results
- B. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
 6. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.8 Quality Assurance

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Work and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Work and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling products that are similar in material, design, and extent to that indicated for this Work, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally licensed to practice in the State of Rhode Island jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Professional Land Surveyor Qualifications: A professional land surveyor who is legally qualified to perform topographic and property line surveys in the State of Rhode Island and who has sufficient experience providing record documents or other required services.
- G. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
 - 1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- H. Testing Agency Qualifications: Shall be an acceptable Testing Agencies recognized by a NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- I. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
 - 1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

- c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Owner, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

1.9 Quality Control

- A. Contractor Responsibilities: Tests and inspections are the Contractor's responsibility and shall be completed in accordance with the Contract Documents. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Re-testing/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including re-testing and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents at the contractors expense.
- C. Associated Services: All project members will cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify project team sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 4. Facilities for storage and field curing of test samples.
 5. Delivery of samples to testing agencies.
 6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 7. Security and protection for samples and for testing and inspecting equipment at Project site.
- D. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- E. Log of Tests and Inspections: Prepare a Log of tests, inspections, and similar quality control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute Log to Owner, Owner's designee, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 Acceptable Testing Agencies

- A. Testing shall be conducted in accordance with the local and state regulations and site specific permits.

3.2 Test And Inspection Log

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Specification Section number and title.
 2. Entity responsible for performing tests and inspections.
 3. Description of test and inspection.
 4. Identification of applicable standards.
 5. Identification of test and inspection methods.
 6. Number of tests and inspections required.
 7. Time schedule or time span for tests and inspections.
 8. Requirements for obtaining samples.
 9. Results indicating Pass or Fail when received.

- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Owner's reference during normal working hours.

3.3 Repair And Protection

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore areas and extend restoration into adjoining areas.
- B. Protect construction exposed by or for quality control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

*****END OF SECTION*****

XLVI. SECTION 01 50 00 - TEMPORARY FACILITIES, EQUIPMENT AND CONTROLS

PART 1 - GENERAL

1.1 Summary

- A. Section includes requirements for temporary utilities, support facilities, and security.

1.2 Use Charges

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations. If utilizing existing building sewer, Contractor will not be charged for usage.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations. If utilizing existing building water, Contractor will not be charged for usage.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations. If utilizing existing building power, Contractor will not be charged for usage.

1.3 Submittals

- A. For each temporary system, Contractor shall submit their plan for installing, utilizing, and removing the temporary system.
 - 1. Submittal shall include any required drawings, data sheets, and/or calculations for the system.

PART 2 - PRODUCTS

2.1 Materials

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide concrete or galvanized steel with sand bags for supporting posts.
 - 1. Temporary Fencing should be new or in "like new" condition.
 - 2. Temporary fencing shall be maintained daily.
- B. Plastic Sheet: Polyethylene sheeting, 6-mil minimum thickness. Fire Retardant Plastic Sheeting only.
- C. Materials utilized for temporary connections and utilities shall conform to the same standards as the materials being provided for permanent installation under the scope of this Work.

2.2 Temporary Facilities

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.
- C. Temporary Bus Stop: Provide temporary bus stops when existing bus stops is blocked during construction activities or is unusable.
 - 1. Temp Bus Stop needs to comply with ADA and RIPTA standards. Relocate signs and construct temporary plywood curb extensions as needed.
- D. Dumpsters for Construction Waste: Contractor shall provide waste-collection containers in sizes adequate to handle waste from construction operations for the duration of the project.
 - 1. Comply with requirements of authorities having jurisdiction.
 - 2. Dumpster shall be swapped out when full; and debris should never extend above the top of the dumpster.
 - 3. Dumpster shall be covered when active loading is not taking place.
 - 4. Location of dumpster shall be adequately protected to prevent pavement damage, damage to the surrounding area, and staining.
- E. Restroom facilities: Contractor shall provide sanitary temporary Restroom facilities according to OSHA standards for construction sites.
 - 1. The contractor shall provide adequate washing facilities for employees engaged in the application of paints, coating, herbicides, or insecticides, or in other operations where contaminants may be harmful to the employees. Such facilities shall be in near proximity to the worksite and shall be so equipped as to enable employees to remove such substances.
 - 2. Contractors are not permitted to use RIPTA facilities.

2.3 Temporary Equipment

- A. Fire Extinguishers: Contractor to provide portable, UL rated; fire extinguishers with correct class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 Installation, General

- A. Locate facilities where they will serve project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work. Indicate location of facilities on all phasing plans and coordinate with Owner.
- B. Dispose of or remove all temporary materials at the completion of the project.

3.2 Temporary Utility Installation

- A. Install temporary service or connect to existing services as necessary to complete the construction operations.
 - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Sanitary Facilities: Provide temporary toilets for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities. Service facilities to maintain sanitary conditions at all times.

3.3 Security And Protection of Existing Facilities:

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair any damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- C. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project Site during the course of Project. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- D. Storm water Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains.
- E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
- F. Confirm current site enclosure fencing is in good condition and in accordance with the Drawings.
 - 1. Extent of Fence: As indicated on Drawings.
 - 2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish a set of keys to Owner.
- G. Barricades, warning signs, and lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Termination and Removal: Remove each temporary facility when need for its service has ended or when it has been replaced by authorized use of a permanent facility. If necessary, complete Work that may have been delayed because of interference with temporary facility.

Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary roads and paved areas not intended for or acceptable for integration into final product. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in 01 77 00 "Closeout Procedures."

*****END OF SECTION*****

XLVII. SECTION 01 71 13 – MOBILIZATION

PART 1 - GENERAL

1.1 Summary

- A. This Section includes work necessary for the movement of personnel, equipment, and operating supplies to and from the project site.

1.2 Informational Submittals

- A. Site-specific Health and Safety Plan (HASP).

1.3 Coordination

- A. Contractor shall schedule and conduct a *Pre-Mobilization Meeting* 5 days before Mobilization to review responsibilities and personnel assignments, at a time convenient to Owner and their Designee.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Health and Safety

- A. The Contractor shall prepare a site-specific HASP in accordance with 29 CFR Part 1926 and 29 CFR Part 1910.120: Hazardous Waste Operations and Emergency Response of the Occupational Safety and Health Administration (OSHA). A copy must be maintained on-site at all times and be available for examination by the Owner and its designee.
 - 1. Reference section 30 01 20 and include required documentation in HASP
- B. The Contractor shall designate a field site Health and Safety Officer (HSO) who will be responsible for ensuring that the Contractor's employees and the Contractor's subcontractors comply with the HASP.
- C. The Contractor is solely responsible for providing a safe work environment for its employees, agents, authorized personnel, Owner's personnel, authorized representatives, authorized consultants, visitors, and/or similar entities in accordance with all applicable federal, state and local laws and regulations during the completion of the Work. Specifically, requirements for worker protection, and safe handling and management of several categories of project site hazards must be assured for hazardous substances as defined under 40 CFR 260-270 under 29CFR 1910.120 (OSHA HAZWOPER).
- D. When any support system is used that requires design by an engineer, copies of the design stamped by a Professional Engineer registered in the State of Rhode Island shall be submitted to the Owner.
- E. The Contractor has full responsibility to comply with all provisions of the State of Rhode Island Public General Statutes concerning Occupational Safety and Health. Any fines levied against the Contractor for violations shall be the Contractor's responsibility.

- F. Consultants, Contractors, Sub-contractors and all other workers shall follow the Owner's safety standards while working at the Project Site, including but not limited to:
1. The Contractor shall lead a Project Activities/ Daily Safety Meeting prior to work each day.
 2. The daily safety meetings should include safety topics that are relevant to the work being conducted.
 3. The Owner shall be invited to all daily project safety briefings.
 4. A job hazard analysis (JHA) shall be prepared by Contractor daily, reviewed, and signed by consultants, contractors, sub-contractors, and all other workers. The JHA should include safety concerns that are relevant to the work being conducted.
 5. All visitors, including new employees, delivery personnel, consultants, contractors, sub-contractors and any other visitors shall review and abide by the conditions contained in the HASP.
 6. All visitors to the site must check in with the Contractor before entering the property and sign the visitor log book including date, time in, time out, name, and purpose for visit.
 7. Any Owner employee, consultant, contractor, sub-contractor and/or any other worker has the Stop Work Authority when they feel that there is the potential for a serious injury, impairment of health, adverse effect on safe operation of a process, or an adverse impact to the environment resulting from a condition or practice in the workplace.
 8. Any accident, incident or injury, including near misses must be reported to the Owner as soon as possible but no later than the same calendar day.
 9. Owner required safety documents can be requested and obtained from the Contractor.
 10. One copy of the Owner required safety documentation shall be kept on file with the Contractor. Owner-required safety documentation includes, but is not limited to, HASP, signed JHA's, and visitor log book. Another copy shall be forwarded to the Owner.

3.2 Protection

- A. The Contractor shall assume full responsibility for the protection of all public or private buildings, structures, and utilities in the rights-of-way, including gas pipes, water pipes, hydrants, sewers, drains, electric and telephone cables, and any other improvements whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such structures and utilities from damage of every description and any such damage thereto shall be repaired or otherwise made good by the Contractor, at their expense, in a manner acceptable to the Owner or Owner's Designee.
- B. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at the Contractor's own expense, provide suitable and safe bridges and other crossings for accommodating travel by pedestrians and workmen. The

length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Contract Documents and Owner, or Owners Designee.

*****END OF SECTION*****

XLVIII. SECTION 01 73 00 – EXECUTION

PART 1 - GENERAL

1.1 Summary

- A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Progress cleaning.
 - 5. Starting and adjusting.
 - 6. Protection of installed construction.
- B. Related Sections:
 - 1. Section 01 31 00 "Project Management and Coordination."
 - 2. Section 01 40 00 "Quality Requirements."
 - 3. Section 01 78 39 "Project Record Documents."

1.2 Quality Assurance

- A. Land Surveyor Qualifications: As defined in Section 01 40 00 "Quality Requirements."
- B. Professional Engineer Qualifications: As defined in Section 01 40 00 "Quality Requirements."

PART 2 - PRODUCTS

2.1 Materials

- A. General: Comply with requirements specified in other Specification Sections and Contract Documents.

PART 3 - EXECUTION

3.1 Examination

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
 - 2. Record observations, **pictures**, and measurements of actual conditions found during Work and furnish information in the final copy of the report to the owner in the closeout documents.
 - 3. Failure to adequately perform investigative inspections, investigative scans, written reports, JHA's, and performance of the Work will result in the Contractor being financially responsible for all damages, outage costs, corrective work, fines, and schedule delays.

- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Owner according to requirements in Section 01 31 00 "Project Management and Coordination."

3.2 Construction Layout

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer and Owner, or Owner's Designee promptly.

3.3 Installation

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- G. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 Progress Cleaning

- A. General: Clean Project Site and work areas daily, including common areas. Strictly enforce requirements. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 and authorities having jurisdiction for removal of combustible waste materials and debris.

2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. Use containers intended for holding waste materials of type to be stored.
 3. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for safe and proper execution of the Work.
1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 01 50 00 "Temporary Facilities and Controls."
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.5 Starting and Adjusting

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.

- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- D. Manufacturer's Field Service: Comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.6 Protection of Installed Construction

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

*****END OF SECTION*****

XLIX. SECTION 01 77 00 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 Summary

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.
- B. Related Sections:
 - 1. Section 01 31 00 "Project Management and Coordination"
 - 2. Section 01 22 00 "Measurement and Payment Procedures."
 - 3. Section 01 78 39 "Project Record Documents."

1.2 Submittals

- A. Contractor's List of Incomplete Items (contractors punch list)
- B. Certificates of Occupancy: From authorities having jurisdiction
- C. Log of Maintenance Material Items turned over to owner as specified in other Sections.
- D. List of Warranties that will begin upon Substantial Completion.
- E. Project closeout binder
- F. Project as-builts

1.3 Substantial Completion Procedures

- A. General: Substantial Completion occurs when the project, or a portion of the project, is fit for its intended use and the Owner can occupy and use the property.
- B. Substantial Completion Procedure:
 - 1. Hold Project Closeout Conference
 - 2. Submit Contractor's List of Incomplete Items (Contractors Punch list)
 - 3. Request and Schedule Punch List Walkthrough.
 - 4. Hold Punch List Walkthrough
 - 5. Owner Issues Certificate of Substantial Completion
- C. *Contractor's List of Incomplete Items*: When requesting inspection for determining date of Substantial Completion, prepare and submit a list of items to be completed. Include any listed items below that are incomplete at time of request:

1. Closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
2. Closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
3. Turnover of maintenance materials as specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Owner or Owner's Designee. Label with manufacturer's name and model number where applicable.
4. Make final changeover of permanent locks and deliver keys to Owner.
5. Perform preventive maintenance on equipment used prior to Substantial Completion and submit records.
6. Advise Owner of changeover in control for heat and other utilities.
7. Final cleaning requirements.
8. Inspections and Certifications.

Contractor's List of Incomplete Items shall identify each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Include the following information at the top of each page:
 - a) Project name.
 - b) Date
 - c) Name of Owner.
 - d) Name of Engineer.
 - e) Name of Contractor.
 - f) Page number
2. Include the following information, or space for information, for each Item:
 - a) Item Location (Physical location on site, Submittal Number, or Closeout Book)
 - b) Photos
 - c) Item Description
 - d) Responsible Entity
 - e) Date Item was added
 - f) Scheduled Completion Date
 - g) Completion Date
 - h) Owner or Owner's Designee sign-off of acceptance
 - i) Comments
3. Submit list of incomplete items in the following format:
 - a) One PDF electronic file.
 - b) One electronic Microsoft Excel file (for Owners use in preparing Punch List)

- D. *Request and Schedule a Punch List Walkthrough:* Submit written request to the Owner and Owner's Designee 10 days prior to the work being Substantially Complete and ready for a Punch List Walkthrough. The Contractors List of Incomplete Items shall be submitted with the written request.
- E. *Punch List Walkthrough:* The Owner, Owner's Designee, Engineer, Architect, and Contractor shall perform a joint walkthrough of the completed Work to determine Substantial Completion and identify Work scope that remains to be completed or corrected.
 - 1. After the walkthrough, the Owner will issue a formal Punch List documenting Work that needs to be addressed for Project Completion. Contractor's List of Incomplete Items will be included in the Punch List for the Contractor to complete.
 - 2. Owner will prepare the Certificate of Substantial Completion (AIA G704 -2017 Certificate of Substantial Completion) after inspection or will notify Contractor of specific Punch List items identified by the Owner, or Owner's Designee, that must be completed or corrected before certificate will be issued.
 - 3. Re-inspection: Request re-inspection when the Work identified for Substantial Completion is completed or corrected.

1.4 Final Completion Procedures

- A. General: Final Completion shall be met **20 days** after Substantial Completion.
- B. Final Completion Procedure:
 - 1. Submit submittals required for Final Completion
 - 2. Submit written request for inspection
 - 3. Final Inspection and Owner Signoff
- C. Submittals For Final Completion: Complete the following:
 - 1. Submit a written request for final inspection.
 - 2. Submit List of Warranties that will begin upon Final Completion.
 - 3. Submit a certified copy of Owner's Punch List, endorsed and dated by Owner or Owner's Designee indicating that each item has been completed or otherwise resolved for acceptance.
 - 4. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- D. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Owner or Owner's Designee will either proceed with inspection or notify Contractor of unfulfilled requirements. After inspection, the Owner or Owner's Designee will endorse and date the Punch List indicating that each item has been completed or otherwise resolved for acceptance.

1. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Owner endorsement of the Punch List indicating that each item has been completed or otherwise resolved for acceptance will release Contractors Final Invoice for processing.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 Final Cleaning

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and anti-pollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire project or for a designated portion of the project:
 - a. Clean Project Site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from project site.
 - e. Remove labels that are not permanent.
 - f. Leave project clean and ready for occupancy.

3.2 Repair of The Work

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

*****END OF SECTION*****

L. SECTION 01 78 39 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 Summary

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. As-Built Survey
 - 2. Record Specifications
 - 3. Record Product Data
 - 4. Record submittals
 - 5. Closeout Book
- B. Related Sections:
 - 1. Section 01 40 00 "Quality Requirements"
 - 2. Section 01 77 00 "Closeout Procedures"

1.2 Closeout Submittals

- A. As-Built Survey: Comply with the following:
 - 1. Submit PDF electronic files of As-Built Survey.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.
 - 1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.
- D. Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit an annotated PDF electronic file of each submittal.

PART 2 - PRODUCTS

2.1 As-Built Documentation

- A. Immediately before inspection for Certificate of Substantial Completion, prepare and submit an As-Built drawings, as follows:
 - 1. Identify and date As-Built drawings; include the designation "As-Built" in a prominent location.
 - 2. Name each file with the drawing identification. Include identification in each file.
 - Identification: As follows:
 - 1. Project name.
 - 2. Name of Owner.
 - 3. Date.
 - 4. Designation "As-Built Drawings."

2.2 Record Specifications

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 - 5. Note related Change Orders and record Drawings where applicable.
 - 6. Format: Submit record Specifications as annotated PDF electronic file and paper copy of Specifications.

2.3 Record Product Data

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project Site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file and paper copy of Product Data.
 - 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 Miscellaneous Record Submittals

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format: Submit miscellaneous record submittals as annotated PDF electronic file and paper copy miscellaneous record submittals.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 Recording and Maintenance

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of project.

- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Owner or Owner's Designee reference during normal working hours.

*****END OF SECTION*****

LI. SECTION 08 33 23 – SECURITY GATES AND FENCING

PART 1 - GENERAL

1.01 SECTION INCLUDES:

- A.** The work in this section shall include furnishing all labor, materials, equipment and appliances necessary to complete all vehicular access security gate and security gate and operator systems required for the Rhode Island Public Transportation Authority (RIPTA) in strict accordance with this specification section and drawings. The gate and operator systems shall be specifically designed to complement each other as a system and be provided by a single manufacturer. Components (operator from one source and gate panel from another) assembled at the job site to form a system will not be approved.

1.02 REFERENCES:

- A.** Underwriters Laboratory Gate Operator Requirements (UL 325).
- B.** ASTM F 2200 – Standard Specification for Automated Vehicular Gate Construction.
- C.** ASTM F 1184 – Standard Specification for Industrial and Commercial Horizontal Slide Gates, Type II, Class 2.
- D.** American Welding Society AWS D1.2 Structural Welding Code.
- E.** ASTM A 123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel.

1.03 SUBMITTAL:

- A.** Product Data:
 - 1.** Provide manufacturer’s catalog cuts with printed specifications and installation instructions.
 - 2.** Deliver two copies of operation and maintenance data covering the installed products. Manual to include parts list showing manufacturer’s names and part numbers for the gate operator.
- B.** Shop Drawings:
 - 1.** Supply shop drawings showing the relationship of operating systems with gate components, including details of all major components.
 - 2.** Include complete details of gate construction, gate height and post spacing dimensions.
- C.** Structural Cantilever Slide Gate Certification of Performance Criteria:
 - 1.** Manufacturer of gate system shall provide certification stating the Structural cantilever slide gate system includes the following material components that provide superior performance and longevity. Alternate designs built to minimum standards that do not include these additional structural features shall not be accepted.

- a. Gate track system shall be keyed to interlock into gate frame member (providing 200% additional strength when compared to weld only keyless systems). When interlocked with and welded to the "keyed" frame top member, gate track forms a composite structure.
- b. Gate shall have a minimum counterbalance length of 50% opening width which provides a 36% increase in lateral resistance (when compared to ASTM minimum of 40% counterbalance). If gate is ever to be automated, counterbalance section shall be filled with fabric or other specified material.
- c. To provide superior structural integrity, major vertical members shall be spaced at intervals less than the gate frame height and each vertical member, including pickets, shall be welded in place.
- d. Entire gate frame (including counterbalance section) shall include 2 adjustable stainless or galvanized steel cables (minimum 3/16") per bay to allow complete gate frame adjustment (maintaining strongest structural square and level orientation).
- e. Gate truck assemblies shall be tested for continuous duty and shall have precision ground and hardened components. Bearings shall be pre-lubricated and contain shock resistant outer races and captured seals.
- f. Gate truck assemblies shall be supported by a minimum 5/8" plated steel bolt with self aligning capability, rated to support a 2,000 # reaction load.
- g. Hanger brackets shall be hot dipped galvanized steel with a minimum 3/8" thickness that is also gusseted for additional strength.
- h. Gate top track and supporting hanger bracket assemblies shall be certified by a licensed professional engineer to withstand a 2,000 lb. vertical reaction load without exceeding allowable stresses.

D. Certifications:

1. Structural Cantilever Slide Gate and Operator System manufacturer shall submit test results stating the gate panel and operator have been tested as a system for 200,000 cycles.
2. Gate manufacturer shall certify all automated vehicular access gates are manufactured in compliance with ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction and the operators are UL 325 listed.
3. Gate operator shall be in compliance with UL 325 as evidenced by UL listing label attached to gate operator.
4. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 welding code. Upon request, Individual Certificates of Welder Qualification documenting successful completion of the requirements of the AWS D1.2 code shall also be provided.
5. Gate manufacturer shall supply gate design performance certification as per section.

PART 2 - PRODUCTS:

ITEM NO.	DESCRIPTION	SEE SECTIONS:
A	Structural Cantilever Slide Gate	2.01, 2.02, 2.07 3.01,3.02, 3.04
B	TYM-VSA Slide Gate Operator	2.01, 2.02, 2.03 – 2.06 3.01,3.02, 3.04
C	Heavy Duty Swing Gate	2.01, 2.11 3.01, 3.03, 3.04
D	TYM-200-SW Swing Gate Operator	2.01, 2.08, 2.09, 2.10 3.01, 3.03, 3.04
E	TYM-VPG-150DC Vertical Pivot Gate and Operator System	2.01, 2.12, 2.13, 2.14 3.01, 3.02, 3.04

2.01 CANTILEVER SLIDE GATE, SWING GATE AND VERTICAL PIVOT GATE SYSTEM MANUFACTURERS:

- A.** The cantilever sliding gate, swing gate and vertical pivot gate systems shall be manufactured by Tymetal Corp., 678 Wilbur Avenue, Greenwich, NY 12834 - (800) 328 - 4283.
- B.** Approved substitution – All other systems must be submitted to the design team in accordance with substitution requirements as set forth in the general provisions of the specification manual for approval two weeks prior to the bid date. Products submitted after the bid date will not be approved.
- C.** Gate system manufacturer shall have a minimum of \$25 million in liability insurance.

2.02 STRUCTURAL CANTILEVER SLIDE GATE AND TYM-VSA OPERATOR SYSTEM:

- A.** The Structural Cantilever Slide Gate and TYM-VSA Operator System dimensions shall be as shown on the detail drawings.
 - 1.** Structural Cantilever Slide Gate may be used for single clear openings up to 40' wide.

2.03 SYSTEM FUNCTION:

- A.** Operation:
 - 1.** System shall be designed so that gate movement from the closed position is impossible except by electric or mechanical means.
- B.** Variable Speed-Rate of Travel:
 - 1.** The TYM-VSA gate operator shall have the ability to achieve a maximum gate speed of 2.2 feet per second, and shall be equipped with soft-start and soft-stop function to prevent shock load to the gate panel and operator.

C. Cycle Testing:

1. The cantilever slide gate and operator system shall be cycle tested a minimum of 200,000 cycles.

2.04 TYM-VSA SLIDE GATE OPERATOR DETAILS:

A. The slide gate operator as provided by Tymetal Corp. shall open and close cantilever, overhead, or track gates, to provide convenience and security. This model is adapted to function with most accessories including: radio controls, electro-mechanical locks, single and three button control stations, digital keypads, coded cards, sensing loops, telephone entry systems, and revenue control equipment. The operator utilizes 208/230 Volt AC single phase, or 208/230 Volt AC or 460 Volt AC three phase power. Motor box is 10 gauge galvanized steel with detention grade hinges and mogul lock.

B. The gate operator shall be UL 325 compliant for Class III and IV.

C. The gate operator includes an APeX Controller with integrated radio receiver, plug-in loop detector capability, surge protection, and easy to read labeling standard.

D. Capacity:

1. The gate operator shall be rated to operate a gate weighing up to 5,000 lbs.

E. Motor Size:

1. The electrical motor shall be 1 HP, [208/230VAC, Single Phase] or [208/230VAC, Three Phase] or [460 VAC, Three Phase] as produced by a nationally recognized manufacturer.

F. AC Drive:

1. The variable frequency drive unit shall allow for programmable speeds and programmable soft-start and soft-stop features.

G. Overload Protection:

1. Motor shall be protected against overload by either a thermal or a current sensing overload device.

H. Gear (Box) Reducer:

1. The self-enclosed gear-head gearbox shall be manufactured as a single unit, and shall consist of a hardened steel, machine cut worm and mating bronze gear running in oil bath. The gearbox shall perform the following functions:
 - a. Adjustable Clutching Device.
 - b. Manual disconnect by crank handle.

I. Gear Box Heater

1. Operator shall include internal gearbox heater and a heater strip for the control box.

J. Drive – Chain:

1. A #50 roller chain shall be utilized. All chain brackets and required attachment hardware shall be supplied.

K. Manual Operation:

1. A crank handle, located at ground level in the motor box, shall provide a two-step emergency procedure for manual operation:

- a. Unlock and open motor-box door.
- b. Fold out handle and crank gate opened or closed.

L. Limits:

1. The operator shall be equipped with an integral limit system, providing accurate settings to control the open and close positions of the gate, and shall not be affected by manual operation or motor removal.

M. Control Circuit:

1. U.L. listed operator shall have 5vdc controls.

N. Control wiring:

1. The electrical contractor shall supply all exterior control wiring.

O. Audio Alarm:

1. This alarm shall have a dual function.
 - a. The first function shall be as a warning prior to gate movement. When the motor control board recognizes a command, this alarm shall be activated three (3) seconds before the motor is energized and the gate begins to move. This shall be continuously activated while the gate is in motion.

P. Main Power Disconnect Switch and Wiring Compartment:

1. When this switch is in the OFF position, the main power shall be disconnected from the Variable Speed Drive, Motor Control Board and power transformer(s).

Q. Speed:

1. The gate operator speed shall be fully programmable allowing a maximum speed of 2.2 feet per second.

R. Transformer:

1. Operators shall have an isolated low voltage (24VDC, 750mA) power supplied to provide power for external control devices (not including external gate lock).

S. Auto Close Timer:

1. The timer provides an automatic closure of the gate from the full open position, adjustable from 0 to 60 seconds.

T. Master/Slave:

1. Master/Slave or stand alone capable with programmable setting.

2.05 MOTOR HOUSING:

A. Water Resistant Motor Box:

1. The motor box shall be constructed of 10-gauge sheet steel, hot-dip galvanized per ASTM A 123, gasketed and located at ground level for easy maintenance.

B. Security Hinges and Tamper Resistant Security Screws:

1. Security hinges and screws shall be furnished to secure operator enclosure components.

C. Motor Box Lock:

1. Motor box shall be locked with a detention grade dead bolt lock. Three (3) keys shall be provided per key code.

2.06 ACCESS CONTROL:

A. Entrapment Devices:

1. Photoelectric through beams/photo eyes shall be installed to span the clear opening and gate path at the tail section.

B. Optional accessories, contact, non-contact, and control devices:

1. Control devices include pushbuttons, radio controls, keypads, card readers, key switches, telephone entry systems, and revenue control equipment.
2. Contact and non-contact devices include photoelectric sensors, vehicle detectors, proximity sensors, and contact edges.
Accessories include flashing strobe lights, cycle counters, and intercom systems.

2.07 STRUCTURAL CANTILEVER SLIDING GATE CONSTRUCTION DETAILS:

A. Structural Gate Frame:

1. The gate frame shall be fabricated from 6063-T6 aluminum alloy extrusions. The top member shall be a 3" x 5" (76mm x 127mm) aluminum structural channel/tube extrusion weighing not less than 3.0 lb/lf (4.4kg/m) for Internal Picket designs or 2.6 lb/lf (3.8kg/m) for External Picket designs. To maintain structural integrity this frame member shall be "keyed" to interlock with the "keyed" track member. If fabricated as a single horizontal piece, the bottom member shall be a 2" x 5" (51mm x 127mm) aluminum structural tube weighing not less than 2.0 lb/lf (2.9kg/m). If fabricated in two horizontal pieces, the bottom member shall be a 5" (127mm) aluminum structural channel weighing not less than 2.6 lb/lf (3.8kg/m). When the gate frame is manufactured in two horizontal pieces or sections, they shall be spliced in the field (the gate frame shall be fabricated in one or multiple sections depending on size requirements or project constraints).
2. Vertical Members (Ornamental Picket):
 - a. Ornamental Picket (Internal and External): The vertical members at the ends of the opening portion of the frame shall be 2" x 2" (51mm x 51mm) in the

cross section weighing not less than 1.1 lb/lf (1.6kg/m). The major vertical members separating each bay shall be 1" x 2" (25mm x 51mm) in cross section weighing not less than .82 lb/lf (1.2kg/m).

B. Splicing:

1. A ¼" x 5" x 24" galvanized steel splice plate shall be used to secure the two bottom channel members together utilizing eight (8) plated carriage bolts with lock nuts. The top members will be spliced together using a ¼" x 2" x 24" aluminum splice plate secured with six (6) drive rivets on one side and welded to the top member on the other side. The track is overlapped onto the opposing section in an alternating fashion, interlocking with the top primary member.

C. Gate Track:

1. The gate shall have a separate semi-enclosed "keyed" track, extruded from 6005A-T61 or 6105-T5 aluminum alloy, weighing not less than 2.9 lb/lf. Track members are to be located on each side of the top member. When interlocked and welded to the "keyed" top member, it forms a composite structure with the top of the gate frame. Welds are to be placed alternately along the top and side of the track at 9" centers with welds being a minimum of 2" long.

D. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code. See 1.02 D.

E. Gate Mounting:

1. The gate frame is to be supported from the track by four (4) swivel type, self-aligning, 4-wheeled, sealed lubricant, ball-bearing truck assemblies.
2. The bottom of each support post shall have a bracket equipped with a pair of 3" (76mm) UHMW guide wheels Wheel cover protectors shall be included with bottom guides to comply with UL325.
3. Gap protectors shall be provided and installed, compliant with ASTM F 2200.

F. Diagonal Bracing:

1. Diagonal "X" bracing of 3/16" or ¼" diameter stainless or galvanized steel cable shall be installed throughout the entire gate frame.

G. The gate shall be completed by installation of approved filler as specified.

1. Ornamental Picket: Picket sizes shall be 1" (25mm) square. Pickets may extend through only the clear opening portion or through the entire length of the gate as required. If a motorized gate operator is to be applied to the gate and the specified picket spacing allows for openings in the gate frame that exceed 2¼" (57mm), a secondary gate filler shall be secured at each end of the gate frame and tied at each 1" x 2" (25mm x 51mm) or 2" x 2" (51mm x 51mm) vertical member. The secondary gate filler shall extend to a minimum height of 72" (1.2m) above grade and shall be sized to prevent a 2¼" (57mm) diameter sphere from passing through openings anywhere along the length of the gate frame, and in that portion of the adjacent fence that the gate covers in the open position.

H. Posts:

1. Double sets of support posts shall be minimum 4" O.D. (102mm) round SS40 or 4" x 4" x 3/16" wall square steel tubing, grade 500. Gate posts shall be galvanized or coated and supported in concrete footings as specified by the design team.

I. Finish:

1. Gate to be color coated **BLACK** with polyester powder as specified. The gate (including track member) and all accessories shall be pretreated chemically by sand blasting or other acceptable method to ensure proper coating adherence.

J. Gate Lock:

1. Gate system shall be furnished with a secure gate catcher. The catcher shall prevent the gate panel from being pried open while the gate is in the closed and locked position.
2. Gate system shall be furnished with a 1050D Electro-mechanical lock. Lock shall be supplied with status indication and with a six tumbler mechanical lock. All gates shall be keyed alike. Lock requires additional 115V power supplied by others.
 - a. The 1050D Electro-mechanical lock shall function as an integral part of the Structural Cantilever Slide Gate, TYM-VSA Operator and 1050D integrated gate, operator and locking system.

K. Warranty:

1. The cantilever slide gate and operator system shall be warranted by the manufacturer against manufacturing defects for a period of (3) three years from date of sale. The truck assembly shall be warranted against manufacturing defects by the manufacturer for a period of (5) five years from date of sale.

2.08 TYM-200-SW SWING GATE OPERATOR DETAILS:

- A. Model TYM-200-SW swing gate operator shall open and close swing gates, providing convenience and security. This model is adapted to function with most accessories including: radio controls, single and three button control stations, digital keypads, sensing loops. The TYM-200-SW is available in 115/208/230 Volt AC single phase or 208/230/460 Volt AC three phase power. Control voltage in each case is 24 Volt DC.

2.09 SYSTEM FUNCTION:

- A. Features include and integral APeX Controller. Operation shall be by means of 1 horsepower single or three phase C-faced instant reversing motor, transferring power to a heavy duty right angle oil bath gear reducer. Power is transferred from the gear reducer to a heavy duty 3 inch diameter torque limiter and #40 plate sprocket. From the torque limiter, power transfers to the 1-1/8 inch output drive shaft with solid cast aluminum arm crank and harmonic action articulating swing gate arm attached to the gate.

- B.** The Articulating arm shall cycle the gate through to a 90 degree opening in approximately 13-15 seconds using manufacturer recommended installation. By use of an articulating arm design, the gate will start moving slowly, gradually increase in speed, the slow down again as it approaches full open.

2.10 COMPONENTS:

- A.** Standard mechanical components shall included as a minimum:

1. 14 Gauge weather-resistant galvanized steel cabinet.
2. Gasketed cabinet door which is removable and lockable.
3. 1 – inch solid steel output drive shaft.
4. Heavy-duty right angle oil bath C-face gear reducer.
5. Heavy-duty pillow block bearings with grease fittings for easy maintenance.
6. Heavy-duty 3 inch diameter torque limiter.
7. Dual C-face 6 foot pound brake.
8. All welded interior steel framework.
9. Steel articulating style gate arm with manual disconnect pin, which is lockable.
10. **BLACK** Powder coat finish.

- B.** Standard electrical components shall include as a minimum:

1. 1 HP motor with thermal overload protection in 115 and 230 VAC single phase or 230 or 460 VAC three phase.
2. APeX Solid state logic controller featuring 15 diagnostic L.E.D. indicators and auto-close timer (1 second to 9 minutes).
3. Inherent, adjustable motor over-current sensing to detect obstructions, with separate adjustments for opening and closing directions.
4. Controller housed in zinc plated control box.
5. Power On/Off switch. In 115 VAC units, 115 VAC duplex outlets included.
6. Contacts for opening, closing and reversing accessories, as well as contact and non-contact obstruction sensing devices. 24 VDC available on terminal strip to power accessory devices.
7. Adjustable limits with precision snap-action type limit switches to control gate position.
8. Paired operation / master slave or stand alone capable with dip switch selection. Three wire twisted pair shielded cable required for paired operation.

- C.** Optional accessories, contact, non-contact, and control devices.

1. Control devices include pushbuttons, radio controls, keypad, card readers, key switches.

2. Contact and non-contact devices include photoelectric sensors, vehicle detectors, proximity sensors, and contact devices.
 - a. UL325 requires that should there be a space greater than 4" between the lowest point of grade and the bottom of the gate frame, Safety Edges are required on both sides of the gate frame on the leading edge of the gate panel.
3. Accessories include flashing strobe lights, cycle counters, and intercom systems.

2.11 HEAVY DUTY SWING GATE CONSTRUCTION DETAILS:

A. Gate Frame:

1. The gate frame shall be fabricated from 6063-T6 aluminum alloy extrusions. The top member shall be a 3" x 5" (76mm x 127mm) aluminum structural channel/tube extrusion weighing not less than 3.0 lb/lf (4.4kg/m) for Internal Picket designs or 2.6 lb/lf (3.8kg/m) for External Picket designs. The bottom member shall be a 2" x 5" (51mm x 127mm) aluminum structural tube weighing not less than 2.0 lb/lf (2.9kg/m).
2. Vertical Members:
 - a. Ornamental Picket (Internal and External): The vertical members at the ends of the opening portion of the frame shall be 2" x 2" (51mm x 51mm) in the cross section weighing not less than 1.1 lb/lf (1.6kg/m). The major vertical members separating each bay shall be 1" x 2" (25mm x 51mm) in cross section weighing not less than .82 lb/lf (1.2kg/m). The spacing for the major vertical members shall be less than the gate frame height.
 - b. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to insure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code. See 1.03 C.1.
3. Each gate leaf shall be provided with a minimum of two pivoting hinges to allow proper operation, and shall be connected to the gate side of the hinge by means of two through-bolts.

B. Diagonal Bracing:

1. Diagonal "X" bracing of 3/16" or 1/4" diameter stainless or galvanized steel cable shall be installed throughout the gate to provide additional vertical adjustment.

C. Posts:

1. Gate hanger posts shall be sized in accordance with gate dimensions as specified by the manufacturer. Height of the post and depth of footing shall be as specified by the engineer.

D. The gate shall be completed by installation of approved filler as specified.

1. Ornamental Picket: The gate shall be completed by installation of ornamental pickets. Picket sizes shall be 1" (25mm) square and shall extend through entire length of the gate panel.

E. Finish:

1. Gate to be BLACK coated with polyester powder as specified. The gate and all accessories shall be pretreated chemically by sand blasting or other acceptable method to ensure proper coating adherence. Gate posts (to be supplied by others) shall be galvanized or coated as specified by the design team.

F. Warranty:

1. The Heavy Duty swing gate and operator system shall be warranted by the manufacturer against manufacturing defects for a period of (3) three years from date of sale.

2.12 VEHICULAR VERTICAL PIVOT GATE OPERATOR: TYM-VPG-150DC:

- A.** The TYM-VPG-150DC gate operator comes equipped with a true integrated long term battery backup. It utilizes a Brushless DC motor and is equipped with a built in loop rack, slow start/stops algorithm, heavy duty frame, and emergency mechanical hand lever release. In the event of a power failure, the TYM-VPG-150DC seamlessly switches from AC power to backup mode and runs off of its included (2 - 7Ah) batteries.

B. Specifications:

1. UL 325 and UL991 compliant.
2. The gate operator shall be rated to operate a gate weighing up to 4000 lbs.
3. Gate Speed: 12 inches per second.
4. Motor: 1 HP – continuous duty cycle.
5. Power: 115/230 VAC Single Phase and 24 VDC solar panel.
6. Gear box ratio 30:1 with internal clutch.
7. Cover: Standard Plastic.
8. Dimensions: 15" wide x 19.5" long x 25" high.
9. Emergency Release: Mechanical hand lever release.
10. Integrated full time battery back up.
11. Battery: Two 7Ah batteries 12 VDC.
12. Solar Capabilities: 24 VDC solar panel input.
13. Supplied with 40NP Chain.

C. Access Control:

1. Entrapment Devices:

- a. Photoelectric through beams / photo eyes shall be installed to span the clear opening.
- a. Contact and non-contact devices include photoelectric sensors, vehicle detectors, proximity sensors, and contact edges.
- b. Accessories include cycle counters and intercom systems.

D. Factory Inspection and Testing

- 1. Manufacturer shall test each operator at factory to assure smooth, quiet operation.
- 2. Manufacturer shall test all control inputs to ensure proper function.

2.13 GATE DIMENSIONS:

- A.** Tymetal Vertical Pivot Gate dimensions shall be as shown on the detail drawings.

2.14 GATE CONSTRUCTION DETAILS:

A. Gate Width:

- 1. Tymetal Vertical Pivot Gate may be used for clear openings up to 22' wide for a 6' high gate with standard 1" x 1" Aluminum Pickets (Internal) when spaced at 6" O.C. (Other limits may exist for gates of great height than 6' or picket spacing is less than 6" O.C. Contact Tymetal for further assistance.

B. Gate Frame:

- 1. The gate frame shall be fabricated from 6063-T6 aluminum alloy extrusions. The top member shall be a 2" x 5" (51mm x 127mm) aluminum structural channel/tube extrusion weighing not less than 2.0 lb/lf (4.4kg/m) for Internal Picket designs or 2.6 lb/lf (3.8kg/m) for External Picket designs.

C. Vertical Members (Ornamental picket):

- 1. Ornamental Picket (Internal and External): The vertical members at the ends of the opening portion of the frame shall be 2" x 2" (51mm x 51mm) in the cross section weighing not less than 1.1 lb/lf (1.6kg/m). The major vertical members separating each bay shall be 1" x 2" (25mm x 51mm) in cross section weighing not less than .82 lb/lf (1.2kg/m).

D. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to ensure conformance to the AWS D1.2 Structural Welding Code. All individual welders shall be certified to AWS D1.2 welding code.

E. Gate Mounting:

- 1. Gap protectors shall be provided and installed, compliant with ASTM F 2200.

- F.** Diagonal "X" bracing of ¼" diameter galvanized steel cable shall be installed throughout the entire gate frame.
- G.** The gate shall be completed by installation of approved filler as specified.
 - 1. Ornamental Picket: Picket sizes shall be 1" (25mm) square. Pickets extend through the entire length of the gate as required. If a motorized gate operator is to be applied to the gate and the specified picket spacing allows for openings in the gate frame that exceed 2¼" (57mm), a secondary gate filler shall be secured at each end of the gate frame and tied at each 1" x 2" (25mm x 51mm) or 2" x 2" (51mm x 51mm) vertical member. The secondary gate filler shall extend to a minimum height of 72" (1.2m) above grade and shall be sized to prevent a 2¼" (57mm) diameter sphere from passing through openings anywhere along the length of the gate frame, and in that portion of the adjacent fence that the gate covers in the open position.
- H.** Finish:
 - 1. Gate to BLACK color coated with polyester powder as specified. The gate (including track member) and all accessories shall be pretreated chemically by sand blasting or other acceptable method to ensure proper coating adherence.
- I.** Warranty:
 - 1. The Tymetal Vertical Pivot Gate and operator system shall be warranted against manufacturing defects by the manufacturer for a period of (3) three years from the date of sale.

PART 3 - EXECUTION

3.01 SITE INSPECTION:

- A.** Final grades and installation conditions shall be examined. Installation shall not begin until all unsatisfactory conditions are corrected.

3.02 INSTALLATION CANTILEVER SLIDE GATE SYSTEM:

- A.** Equipment in this section shall be installed in strict accordance with the company's printed instructions unless otherwise shown on the contract drawings.
- B.** The gate and installation shall conform to ASTM F 1184 standards for aluminum cantilever slide gates, Type II, Class 2.
- C.** The gate system is to comply with ASTM F 2200 and UL 325.

3.03 INSTALLATION HEAVY DUTY SWING GATE SYSTEM:

- A.** Equipment in this section shall be installed in strict accordance with the company's printed instructions unless otherwise shown on the contract drawings.

- B.** Excavate, place concrete and install specified sized posts as detailed, and in accordance with approved shop drawings. Install hinges on gate frame and gateposts. Make final adjustments to maintain alignment of gate leaves. Install equipment of this section in strict accordance with the company's printed instructions unless otherwise shown on the contract drawings.
- C.** The gate and installation shall comply with UL 325 Gate Operator Requirements and ASTM F 2200, Standard Specification for Automated Vehicular Gate Construction.
 - 1. To be UL 325 compliant automated swing gates shall be installed no more than 4" above grade. If installed greater than 4" above grade reversing edges shall be installed on each side (leading edge) of the bottom horizontal gate frame member.

3.04 SYSTEM VALIDATION:

- A.** The complete system shall be adjusted to assure it is performing properly.
- B.** The system shall be operated for a sufficient period of time to determine that the system is in proper working order.
- C.** Test and Explain Safety Features:
 - 1. Each system feature and device is a separate component of the gate system.
 - 2. Read and follow all instructions for each component.
 - 3. Ensure that all instructions for mechanical components, safety devices and the gate operator are available for everyone who will be using the gate system.
 - 4. The warning signs shipped with the gate operator must be installed in prominent position on both sides of the gate.
- D.** Ensure the owner is clear with regard to the safety points concerning the basic operational guidelines of the safety features of the gate operator system. These safety points are listed in the operator manual and must be read prior to system use.

PART 4 - GENERAL

4.01 SECTION INCLUDES:

- A.** The work in this section shall include furnishing all labor, materials, equipment and appliances necessary to complete installation of Pedestrian Swing Gate System(s) required for the Rhode Island Public Transportation Authority (RIPTA) in strict accordance with this specification section and drawings.

4.02 REFERENCES:

- A.** American Welding Society AWS D1.1 / D1.1M Structural Welding Code. See 1.03 B.
- B.** ASTM A 123 Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel.

4.03 SUBMITTAL:

- A.** Product Data:
 - 1.** Provide manufacturer's catalog cuts with printed specifications and installation instructions.
 - 2.** Furnish detailed sequence of operation (description of system).
- B.** Certifications

The steel welders and welding process must be certified per section 1.08 A.2. Gate manufacturer shall provide independent certification as to the use of a documented Welding Procedure Specification and Procedure Qualification Record to ensure conformance to the AWS D1.1 / D1.1M Structural Welding Code – Steel. Upon request, Individual Certificates of Welder Qualification documenting successful completion of the requirements of the AWS D1.1 / D1.1M code shall also be provided.

4.04 PEDESTRIAN SWING GATE MANUFACTURERS:

- A.** The pre-hung 2150 Style Pedestrian Swing Gate Systems shall be manufactured by Tymetal Corp., 678 Wilbur Avenue, Greenwich, NY 12834 – (800) 328 – 4283.
- B.** Approved substitution – All other pedestrian swing gate systems must be submitted to the design team in accordance with substitution requirements as set forth in the general provisions of the specification manual for approval two weeks prior to the bid date. Products submitted after the bid date will not be approved.

Gate system manufacturer shall have a minimum of \$25 million in liability insurance.

4.05 GENERAL:

- A.** Each gate shall have a clear gate opening width of 4 feet 0 inches and a gate height of 7 feet 0 inches.

B. Infill Style Alternatives:

ITEM	DESCRIPTION	SEE SPECIFICATION SECTION	GATE NUMBER
Chain Link	Per drawing TF-073	1.07 A1	
Ornamental	Per drawing TF-117	1.07 A2	A1, A2, A3, A12 Ped. Gates

4.06 SYSTEM FUNCTION:

A. General Description:

1. Pedestrian Swing Gate System shall be designed as an exterior security swing gate.
2. The swing gate(s) shall be pre-assembled, pre-hung and tested at the manufacturer's location.

B. Operation:

1. When the gate is in the closed position, it shall be impossible for the gate to be opened except by electrical or mechanical means.

C. Pedestrian Swing Gate Lock:

1. An electric strike shall be installed in the gate jamb. The electric strike shall unlock / release as activated by a card reader, keypad, push button or other input device.
2. Gate shall be furnished with a panic bar and trim kit, to allow free exiting and keyed entry from the opposite side.

D. Self-Closing:

1. The Pedestrian Swing Gate System shall be equipped with a door closer.

E. Door Position Indication Switch:

1. The Pedestrian Swing Gate System shall be equipped with a door position switch.

4.07 SYSTEM COMPONENTS:

A. Security Gate Panel Filler Alternatives:

1. Chain Link: 2" x 2" x 9 gauge aluminized steel chain link.
2. Ornamental: Gate panel picket shall be welded 1" x 1" steel tubing placed 4" on center and ½-13F expanded metal.

- B. Coating:**
 - 1. The entire gate frame and door assembly shall be hot-dip galvanized after fabrication and welding.
- C. Hinges:**
 - 1. Two (2) needle bearing hinges per gate shall be furnished and shall have a thrust capacity (door weight) of 600 lbs per pair.
- D. Panic Bar with Electric Strike:**
 - 1. An electric strike shall be installed in the gate jamb.
 - 2. Gate shall be furnished with a Detex panic bar and trim kit, to allow free exiting and keyed entry from the opposite side.
- E. Door Closer:**
 - 1. Door closer case and internal parts shall be steel and cast iron with constant viscosity liquid from 120 degrees F to -30 degrees F. Rust inhibitor paint shall be applied.
- F. Door Pulls:**
 - 1. Door pulls shall be Tymetal standard pull.
- G. Door Position Indicator Switch:**
 - 1. Rotary door position switch shall be TYM – 8750/16353.

4.08 FABRICATION:

- A. General:**
 - 1. Pedestrian Swing Gate systems (gate, hardware, in-fill, locking and status devices) shall be fully assembled at the factory and shipped to the project site ready for installation.
 - 2. All welds on the gate frame shall conform to Welding Procedure Specification and Procedure Qualification Record to ensure conformance to AWS D1.1 / D1.1M Structural Welding Code – Steel. All individual welders shall be certified to AWS D1.1 / D1.1M welding code. See 1.03 B.
 - 3. Steel members shall be straight, true and free from dents, buckle, twist or rough edges. All joints shall be tight metal-to-metal welded finish. All welds shall show uniform section and deep penetration. Clean weld spatter off so that surfaces are easily cleaned.
 - 4. The entire gate frame and door assembly shall be hot-dip galvanized after fabrication and welding.
- B. Frames, Stiles and Rails:**
 - 1. Steel members shall be tubular in cross-section with a minimum wall thickness of 3/16" (5mm). Members shall be mitered and welded at the corners.

4.09 FINISH:

A. Galvanizing:

1. The entire gate frame and door assembly shall be hot-dip galvanized after fabrication and welding. Chain Link style 2150 pedestrian swing gates will be hot-dip galvanized only unless otherwise specified.

B. Powder Coating:

1. All 2150 style pedestrian swing gates are hot-dip galvanized prior to powder coating. Ornamental 2150 gates will be color/powder coated black unless otherwise specified.

4.10 WARRANTY:

- A.** The 2150 Style Pedestrian swing Gate system shall be warranted by the manufacturer against manufacturing defects for a period of 36 months from date of sale.

PART 5 - EXECUTION

5.01 SITE INSPECTION:

- A.** Final grades and installation conditions shall be examined. Installation shall not begin until all unsatisfactory conditions are corrected.

5.02 INSTALLATION:

- A.** Store gate frames on building site, in an upright position, under cover, on wood sills or floors, and in a manner that prevents rust or damage. Ventilate canvas or plastic covers to prevent moisture traps.
- B.** Equipment in this section shall be installed in strict accordance with the company's printed instructions unless otherwise shown on the contract drawings.

5.03 SYSTEM VALIDATION:

- A.** The complete system shall be adjusted to assure it is performing properly.
- B.** The system shall be operated for a sufficient period of time to determine that the system is in proper working order.

PART 6 -

SECTION 32 31 19 DECORATIVE FENCE

**Montage Plus® - Steel Ornamental Fence System – Fusion Welded and Rackable
CONSTRUCTION SPECIFICATION - SECTION 32 31 19**

PART 1 - GENERAL

1.01 WORK INCLUDED

The contractor shall provide all labor, materials and appurtenances necessary for installation of the welded ornamental steel fence system defined herein at RIPTA project site.

1.02 RELATED WORK

Section ____ - Earthwork

Section ____ - Concrete

1.03 SYSTEM DESCRIPTION

The manufacturer shall supply a total fence system of Montage Plus® standard picket space **Welded and Rackable** (ATF – All Terrain Flexibility) Ornamental Steel Genesis™ design. The system shall include all components (i.e., panels, posts, gates and hardware) required.

1.04 QUALITY ASSURANCE

The contractor shall provide laborers and supervisors who are thoroughly familiar with the type of construction involved and materials and techniques specified.

1.05 REFERENCES

- ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy Coated (Galvannealed) by the Hot-Dip Process.
- ASTM B117 - Practice for Operating Salt-Spray (Fog) Apparatus.
- ASTM D523 - Test Method for Specular Gloss
- ASTM D714 - Test Method for Evaluating Degree of Blistering in Paint.
- ASTM D822 - Practice for Conducting Tests on Paint and Related Coatings and Materials using Filtered Open-Flame Carbon-Arc Light and Water Exposure Apparatus.
- ASTM D1654 - Test Method for Evaluation of Painted or Coated Specimens Subjected to Corrosive Environments.
- ASTM D2244 - Test Method for Calculation of Color Differences from Instrumentally Measured Color Coordinates.
- ASTM D2794 - Test Method for Resistance of Organic Coatings to the Effects of Rapid Deformation (Impact).
- ASTM D3359 - Test Method for Measuring Adhesion by Tape Test.
- ASTM F2408 – Ornamental Fences Employing Galvanized Steel Tubular Pickets.
- IBC 2018 1607.8.1 Handrails and Guards

1.06 SUBMITTAL

The manufacturer's literature shall be submitted prior to installation. Any requests for substitutions shall be made 10 days prior to the bid date.

1.07 PRODUCT HANDLING AND STORAGE

Upon receipt at the job site, all materials shall be checked to ensure that no damage occurred during shipping or handling. Materials shall be stored in such a manner to ensure proper ventilation and drainage, and to protect against damage, weather, vandalism and theft.

1.08 PRODUCT WARRANTY

A. All structural fence components (i.e. rails, pickets, and posts) shall be warranted within specified limitations, by the manufacturer for a period of 20 years from date of original purchase. Warranty shall cover any defects in material finish, including cracking, peeling, chipping, blistering or corroding.

B. Reimbursement for labor necessary to restore or replace components that have been found to be defective under the terms of manufacturer's warranty shall be guaranteed for five (5) years from date of original purchase.

PART 2 - MATERIALS

2.01 MANUFACTURER

The fence system shall conform to Montage Plus standard picket space ***Welded and Rackable*** (ATF – All Terrain Flexibility) Ornamental Steel, Genesis design, extended picket bottom rail treatment, 3-Rail style manufactured by Ameristar Fence Products, Inc., in Tulsa, Oklahoma.

2.02 MATERIAL

A. Steel material for fence panels and posts shall conform to the requirements of ASTM A653/A653M, with a minimum yield strength of 45,000 psi (310 MPa) and a minimum zinc (hot-dip galvanized) coating weight of 0.60 oz/ft² (184 g/m²), Coating Designation G-60.

B. Material for pickets shall be 3/4" square x 18 Ga. tubing. The rails shall be steel channel, 1.5" x 1.4375" x 14 Ga. Picket holes in the rail shall be spaced @ 4.675" o.c. Fence posts and gate posts shall meet the minimum size requirements of Table 1.

2.03 FABRICATION

A. Pickets, rails and posts shall be pre-cut to specified lengths. Rails shall be pre-punched to accept pickets.

B. Pickets shall be inserted into the pre-punched holes in the rails and shall be aligned to standard spacing using a specially calibrated alignment fixture. The aligned pickets and rails shall be joined at each picket-to-rail intersection by Ameristar's proprietary fusion welding process, thus completing the rigid panel assembly (Note: The process produces a virtually seamless, spatter-free good-neighbor appearance, equally attractive from either side of the panel).

C. The manufactured panels and posts shall be subjected to an inline electrode position coating (E-Coat) process consisting of a multi-stage pretreatment/wash, followed by a duplex application of an epoxy primer and an acrylic topcoat. The minimum cumulative coating thickness of epoxy and acrylic shall be 2 mils (0.058 mm). The color shall be Black. The coated panels and posts shall be capable of meeting the performance requirements for each quality characteristic shown in Table 2 (Note: The requirements in Table 2 meet or exceed the coating performance criteria of ASTM F2408).

D. The manufactured fence system shall be capable of meeting the vertical load, horizontal load, and infill performance requirements for Commercial weight fences under ASTM F2408.

E. Classic, Majestic, Genesis & Warrior styles with 3 & 4-rail configurations shall meet IBC compliance. Panel, post and bracket assemblies shall be subjected to structural performance testing according to Chapter 17 – Structural Tests and Special Inspections – International Building Code (IBC) 2018. Physical testing to be completed by accredited third party testing facility. Completed assembly shall demonstrate loading capacity of 2.5 times prescribed design loads found in section 1607.8.1, 1607.8.1.1 and 1607.8.1.2 of IBC 2018 for Handrails and Guards. IBC compliant fence system requirements detailed within Table 4.

F. Gates with an out-to-out leaf dimension less than and including 72 inches shall be fabricated using Montage Plus ornamental panel material and 1-3/4" sq. x 14ga. gate ends. Gate leafs greater than 72 inches shall be fabricated using ForeRunner rails, 17 gauge pickets, intermediate uprights, gussets and 1-3/4" sq. x 14ga. gate ends. All rail and upright intersections shall be joined by welding. All picket and rail intersections shall also be joined by welding.

PART 3 - EXECUTION

3.01 PREPARATION

All new installation shall be laid out by the contractor in accordance with the construction plans.

3.02 INSTALLATION

Fence post shall be spaced according to Table 3, plus or minus ¼". For installations that must be raked to follow sloping grades, the post spacing dimension must be measured along the grade. Fence panels shall be attached to posts with brackets supplied by the manufacturer. Posts shall be set in concrete footers having a minimum depth of 36" (Note: In some cases, local restrictions of freezing weather conditions may require a greater depth). The "Earthwork" and "Concrete" sections of this specification shall govern material requirements for the concrete footer. Posts setting by other methods such as plated posts or grouted core-drilled footers are permissible only if shown by engineering analysis to be sufficient in strength for the intended application.

3.03 FENCE INSTALLATION MAINTENANCE

When cutting/drilling rails or posts adhere to the following steps to seal the exposed steel surfaces; 1) Remove all metal shavings from cut area. 2) Apply zinc-rich primer to thoroughly cover cut edge and/or drilled hole; let dry. 3) Apply 2 coats of custom finish paint matching fence color. Failure to seal exposed surfaces per steps 1-3 above will negate warranty. Ameristar spray cans or paint pens shall be used to prime and finish exposed surfaces; it is recommended that paint pens be used to prevent overspray. Use of non-Ameristar parts or components will negate the manufactures' warranty.

3.04 GATE INSTALLATION

Gate posts shall be spaced according to the manufacturers' gate drawings, dependent on standard out-to-out gate leaf dimensions and gate hardware selected. Type and quantity of gate hinges shall be based on the application; weight, height, and number of gate cycles. The manufacturers' gate drawings shall identify the necessary gate hardware required for the application. Gate hardware shall be provided by the manufacture of the gate and shall be installed per manufacturer's recommendations.

3.05 CLEANING

The contractor shall clean the jobsite of excess materials; post-hole excavations shall be scattered uniformly away from posts.

Montage Plus® - Steel Ornamental Fence System

Table 1 – Minimum Sizes for Montage Plus Posts		
Fence Posts	Panel Height	
2-1/2" x 16 Ga.	Up to & Including 6' Height	
Gate Leaf	Gate Height	
	Up to & Including 4'	Over 4' Up to & Including 6'
Up to 4'	2-1/2" x 16 Ga.	2-1/2" x 14 Ga.
4'1" to 6'	3" x 12 Ga.	3" x 12 Ga.
6'1" to 10'	4" x 11 Ga.	4" x 11 Ga.
10'1" to 16'	6" x 3/16" wall	6" x 3/16" wall

Table 2 – Coating Performance Requirements		
Quality Characteristics	ASTM Test Method	Performance Requirements
Adhesion	D3359 – Method B	Adhesion (Retention of Coating) over 90% of test area (Tape and knife test).
Corrosion Resistance	B117, D714 & D1654	Corrosion Resistance over 1,500 hours (Scribed per D1654; failure mode is accumulation of 1/8" coating loss from scribe or medium #8 blisters).
Impact Resistance	D2794	Impact Resistance over 60-inch lb. (Forward impact using 0.625" ball).
Weathering Resistance	D822 D2244, D523 (60° Method)	Weathering Resistance over 1,000 hours (Failure mode is 60% loss of gloss or color variance of more than 3 delta-E color units).

Table 3 – Montage Plus – Post Spacing By Bracket Type						
Span	For CLASSIC, GENESIS, MAJESTIC, & WARRIOR 8' Nominal (91.95" Rail)					
Post Size	2-1/2"	2-1/2"	2-1/2"	3"	2-1/2"	3"
Bracket Type	Montage Plus Universal (BB112)	Montage Plus Line Blvd. (BB114)	Montage Plus Flat Mount (BB111)		Montage Plus Swivel (BB113)*	
Post Settings ± 1/4" O.C.	95"	95"	95"	95-1/2"	*95"	*95-1/2"
*Note: When using BB113 swivel brackets on either or both ends of a panel installation, care must be taken to ensure the spacing between post and adjoining pickets meets applicable codes. This will require trimming one or both ends of the panel.						

Table 4 – Montage Plus – IBC Compliant System Requirements					
Panel Options		Post Options		Brackets Options	
Styles	Rail Configuration	Steel Post Options	Post Plate Options (anchorage by others)	Line Boulevard Brackets	
Classic	3-Rail & 4-Rail	2.5" SQ x 14ga	8" x 8" x 3/8" – for 2.5" posts	End Boulevard Brackets	
Majestic		3" SQ x 12ga		10" x 10" x 3/8" – for 3" posts	Corner Boulevard Brackets
Genesis		4" SQ x 12ga			*Flat Mount Brackets
Warrior					*Note: Flat Mount Brackets require a thru-bolt installation
Panel, post, and bracket assemblies shall be subjected to structural performance testing according to Chapter 17 - Structural Tests and Special Inspections - International Building Code (IBC) 2018. Physical testing to be completed by accredited third party testing facility. Completed assembly shall demonstrate loading capacity of 2.5 times prescribed design loads found in section 1607.8.1, 1607.8.1.1 and 1607.8.1.2 of IBC 2018 for Handrails and Guards.					

END OF SECTION

LII. SECTION 10 14 00 – SIGNAGE

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This section specifies signage for Vehicle and Pedestrian gate identification on the exterior

1.2 QUALITY ASSURANCE

- A. Manufacturer’s Qualifications: Provide signage that is the product of one manufacturer, who has provided signage as specified for a minimum of three (3) years.
- B. Installer’s Qualifications: Minimum three (3) years’ experience in the installation of signage of the type as specified in this Section.

1.2 SUBMITTALS

- A. Submit in accordance with section 01 33 23.
- B. Sign samples of each color and material (6 x 6 inches).
- C. Stainless steel hardware proposed for the anchorage of the signage system to each surface type.
- D. Manufacturer’s printed specifications and maintenance instructions.
- E. Sign location plan, showing location, type, and total number of signs required.
- F. Shop drawings: Identify materials, show joints, welds, anchorage, accessory items, mounting and finishes.
- G. Layout patterns for dimensional letters.
- H. Certificates indicating all products meet “Buy America” requirements as outlined in the RFP.

1.3 DELIVERY AND STORAGE

- A. Deliver materials to job in manufacturer's original sealed containers with brand name marked thereon. Protect materials from damage.

PART 2 – PRODUCTS

2.1 EXTERIOR SIGN MATERIALS

- A. All Vehicle signs will have 8-inch caps and 5-inch suffix caps, and will be 18 inches in height and 24” in width.
- B. All Pedestrian Way Finding signs will have 5-inch caps and 2-inch suffix caps, and will be 12 inches in height and 18” in width.
- C.
- D. Aluminum sheets for signs shall conform to ASTM B209, latest issue, alloy 6061-t6.

- E. Sheeting shall be Type VI sheeting in accordance to the Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction (amended march 2018)

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Locate signs as shown on the drawings or directed by owner
- B. Provide stainless steel anchoring hardware appropriate for substrate.
- C. Mount signs in proper alignment, level and plumb.
- D. When exact position, angle, height, or location is not clear, contact Owner for resolution.
- E. At completion of sign installation, clean exposed sign surfaces.
- F. Clean and repair adjoining or adjacent surfaces that became soiled or damaged as a result of installation of signs.

*****END OF SECTION*****

LIII. SECTION 32 17 23 – EPOXY PAVEMENT MARKING PAINT

PART 1 - GENERAL

1.1 Summary

- A. Epoxy Paint with reflective glass beads on pavement surfaces in form of traffic lanes, traffic directional arrows, parking bays, and other detail pavement markings.

1.2 Coordination

- A. Contractor shall coordinate lane shutdowns with Owner prior to any painting activities.

1.3 Applicable Publications

- A. Reference Rhode Island Department of Transportation Standard Specifications for Road and Bridge Construction (Amended March 2018)

1.4 Submittals

- A. Reference Submittal Procedures: Section 01 33 23.
- B. Show pavement marking configuration and dimensions.
- C. Manufacturer's Literature and Data for epoxy paint
- D. Manufacturer's Literature and Data for glass bead
- E. Application instructions.
- F. Installer with project experience list.
- G. Certificates indicating all products meet "Buy America" requirements as outlined in the RFP.

PART 2 - PRODUCTS

2.1 Epoxy Pavement Marking Material

- A. Ensure that the material supplied is a two-part epoxy system capable of being applied at ambient temperature down to 50 °F (10 °C).
- B. Furnish material that is capable of retaining reflective glass beads of the drop-on type or spray-on type.
- C. Furnish epoxy formulated to provide a minimum of 4 years of performance.
- D. Ensure that the epoxide number of the epoxy resin is the manufacturer's target value ± 0.05 as determined by ASTM D 1652 for both white and yellow Part A on a pigment free basis.
- E. Ensure that the amine number of the curing agent (Part B) is the manufacturer's target value ± 50 as per ASTM D 2074 on a pigment free basis.

- F. Upon heating to application temperature, ensure that the material does not exude fumes that are toxic or injurious to persons or property. After curing, ensure that the materials are completely inert with all components fully reacted and environmentally safe.
- G. Furnish pavement marking material that has a setting time to a no-tracking condition of not more than 90 minutes. Protect the line from tracking during the setting period by coning off or as shown on the plans.
- H. Furnish epoxy pavement marking material capable of fully curing at a constant surface temperature of 45 °F (7 °C) or above.
- I. Adhesion to Pavement (Portland Cement Concrete and Asphalt). Furnish the cured pavement marking materials, when tested according to ACI Method 503, that have such a high degree of adhesion to the specified Portland cement concrete [compressive strength, 4000 pounds per square inch (27,000 kPa) minimum] or asphalt surface such that there is a 100 percent substrate failure in the performance of this test.
- J. Furnish epoxy pavement marking materials, when tested according to ASTM D 224, that have a Shore D Hardness of between 70 and 90.
- K. When tested according to ASTM D 638, ensure that the epoxy pavement marking materials have a tensile strength of not less than 5000 pounds per square inch (34,000 kPa). Cast the Type IV specimens in a suitable mold and pulled at a rate of 1/4-inch (6 mm) per minute, by a suitable dynamic testing machine.
- L. When tested according to ASTM D 695, ensure that a catalyzed epoxy pavement marking materials has a compressive strength of not less than 12,000 pounds per square inch (83,000 kPa).
- M. Evaluate the abrasion resistance on a Taber Abrader with a 2.2 pounds (1.0 kg) load and CS-17 wheels. Ensure that the duration of the test is 1000 cycles. Calculate the wear index according to ASTM C 501 and ensure that the wear index for a catalyzed material is not more than 0.02 pounds (100 mg). Run the test on cured samples of materials that were applied at a film thickness of 20 mil (0.5 mm) to code S-16 stainless steel plates.

2.2 Reflective Spheres

- A. The spheres shall be colorless, clean, transparent and free of excessive air bubbles.
- B. The surface of the spheres shall not exhibit any scarring or scratching.
- C. The refractive index of the glass spheres shall be a minimum of 1.50 as determined by the liquid immersion method at 75°F/24°C.

- D. The silica content of the glass spheres shall be a minimum of 60% by weight.

PART 3 - EXECUTION

3.1 Equipment

- A. The equipment shall be specifically designed to apply two-component liquid materials at the required volumetric ratio.
- B. The ratio of the two components shall be monitored during the application, using the installed metering devices. Should the ratio fall outside the range of ± 5 percent of the manufacturer's specified mixing ratio for over 30 seconds or at any time fall outside the range of ± 10 percent, the application shall be stopped and the cause of the problem determined and corrected before proceeding.

3.2 Surface Preparation

- A. Surface temperature meets manufactures required minimum and maximum temperatures.
- B. Pavement surfaces must be clean and dry prior to the application
- C. The pavement surface must be free of oil, grease, dirt and dust prior to application. A grinder or shot blaster is recommended for removal of such surface contaminants prior to material application.
- D. Removal of existing pavement markings must be removed prior to the application of new markings. The roadway surface should be water-blasted, sandblasted and/or shot blasted until a minimum of 95% of the pavement surface is exposed.

3.3 Application

- A. The material film thickness shall vary depending on the condition and type of pavement surface being marked. The applied film thickness minimum, calculated without drop-on glass spheres, shall be 20 ± 2 mils.
- B. Applied markings shall have uniform mil thickness and glass bead distribution across the width of the line. The markings shall have crisp distinct edges and clean cutoff at the end of each line.
- C. Drop-On Glass Sphere Application shall be applied in a double drop operation. Type 4 spheres shall be applied first from the bead dispenser directly behind the epoxy application gun followed immediately by the application of Type 1 beads from a second bead dispenser.
- D. The application rates of each of the glass spheres shall conform to a minimum application rate of 12 lbs/gallon of Type 1 and 12 lbs/gallon of Type 2.
- E. All applied markings shall be protected from traffic and potential tracking while curing. Markings may be saturated with glass spheres to help prevent tracking

*****END OF SECTION*****

Gate / Fence Notations 750 Elmwood, 705 Elmwood, 265 Melrose, 269 Melrose, Ryder Lot, Newport Facilities

Notes:
-Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
-Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor

GENERAL NOTES:

- 1. SITE IS AN ACTIVE BUS MAINTANANCE & FUELING FACILITY. FACILITY WILL REMAIN IN OPERATION AT ALL TIMES.
- 2. CONTRACTOR TO SCHEDULE WORK w/ RIPTA FOR WORK OUTSIDE OF CONTRACTOR'S DEDICATED CONSTRUCTION AREA.
- 3. CONTRACTOR TO SUBMIT & OBTAIN PERMITS FOR PARTIAL STREET CLOSURES w/ CITY & FIRE DEPARTMENT. COORDINATE EFFORTS w/ RIPTA.
- 4. CONTRACTOR TO REPAIR ANY & ALL PAVING, CURBS, AND SIDEWALKS DAMAGED BY HIS OPERATIONS DURING DEMO, CONSTRUCTION, &/OR NEW WORK EFFORTS.
- 5. CONTRACTOR TO PROVIDE ALL REQUIRED PEDESTRIAN & STREET SAFETY/WARNING SIGNAGE AS REQUIRED TO PROTECT PUBLIC &/OR AS REQUIRED BY THE CITY OF PROVIDENCE.
- 6. CONCRETE SIDEWALKS SHALL BE:
4" THICK, 400 PSI CONCRETE, AIR-ENTRAINED. REINFORCE WITH 1.4x1.4/6x6 WWF, AT MID-POINT. PROVIDE 6" LAYER OF COMPACTED GRAVEL. PROVIDE TOOLED EXP. JOINTS AT 20'-0" o.c. MAXIMUM. PROVIDE TOOLED JOINTS AT 5'-0" o.c. MAXIMUM, EXACT LOCATION TO BE FURNISHED AT LATER DATE. EXPANSION JOINT TO HAVE 3/8" PREMOLDED JOINT FILLER & TO HAVE SEALANT FLUSH w/ TOP OF CONCRETE.
- 7. CONTRACTOR TO COORDINATE LOCATION OF CONTRACTOR YARD ACCESS GATES w/ RIPTA.
- 8. CONTRACTOR IS RESPONSIBLE FOR HIS WORK FORCE & OTHER SUB CONTRACTORS. WORK FORCE PARKING OFFSITE.
- 9. CONTRACTOR TO PROVIDE HAYBALES PROPERLY STAKED DOWNHILL OF EXCAVATION WORK, EARTH/DIRT STOCKPILES, & CLEANUP AREAS TO PREVENT SILT RUNOFF &/OR SILTATION OF EXISTING STORM DRAIN SYSTEM.

GATE / FENCE WORK NOTES	DRAWING #	ENT / Exit Designation	Entrance Gate #	Exit Gate #	Pedestrian Gate #	Vehicle Gate Type	Control Gear Box	1050-D LOCK	Gate Guide Posts	LOOP to Exit	Signal Red / Green Light	Pedestrian Gate Scope	Fence Add / Modify / Repair	COMMENTS
WORK NOTATION			1	2	3					7	9		11	
705 Elmwood Entrance	C-201	A	A1			SWING Gate Details A-103	NEW	NA	Reuse if structurally sound	NA	X	NA	C-201 / A-106	
				A2		SWING Gate Details A-103	NEW	NA	Reuse if structurally sound	X	X	NA	C-201 / A-106	
					A3	SEE COMMENTS	NA	NA	N/A	X	NA	See Comments	C-201 / A-106	Pedestrian Gate G to be relocated to A-3
705 Elmwood Entrance	C-202	B	B4	B4		CANTILEVER SIDE GATE DETAILS A-103	NEW	REUSE	Reuse if structurally sound	NA	NA		C-202	Vehicle and Pedestrian Gate to be operated on timer and manual override
					B5	2150 Style Pedestrian Swing	NA	NA	NA	NA	NA	2150 Style Pedestrian Swing	C-202	
					B6	2150 Style Pedestrian Swing	NA	NA	NA	NA	NA	2150 Style Pedestrian Swing	C-202	
705 Elmwood Entrance	C-203	C	C7			CANTILEVER SIDE GATE DETAILS A-103	NEW	NA	X	NA	X	NA	C-203 / A-106	Relocate island (Surface mount to parking deck) and configure fencing to Widen both gates 18"- Add Security Fence to wall
				C8		CANTILEVER SIDE GATE DETAILS A-103	NEW	NA	X	X	X	NA	C-203 / A-106	
					C9	TUNE-UP Existing Pedestrian Gate	NEW	NA	X	NA	X	Tune up Existing Gate	C-203 / A-106	
705 Elmwood Entrance	C-204	D	D10	D10	NA	VERTICAL PIVOT GATE Details A-103	NEW	NA	X	X	YES	NA	C-204 / A-106	New Fence to match existing fence and match height of fence at corner - Remove and dispose of existing gate and footings and pave disturbed area to match existing pavement - Tie new gate into existing electrical
750 Elmwood Entrance from Elmwood	C-205	E	E11	NA	NA	CANTILEVER SIDE GATE DETAILS A-103	Tune up existing	REUSE	Reuse if structurally sound	NA	YES	NA	C-205	
750 Elmwood Exit to Elmwood	C-205	E	NA	E12		CANTILEVER SIDE GATE DETAILS A-103	Tune up existing	REUSE	Reuse if structurally sound	X	YES		C-205	Move exit loop further away from gate
					E13	TUNE-UP Existing Pedestrian Gate	NA	NA	NA	NA	NA	TUNE-UP Existing Pedestrian Gate	C-205	
269 Melrose Entrance / Exit to Melrose	C-206	F	F14	F14		CANTILEVER SIDE GATE DETAILS A-103	Tune up existing	REUSE	Reuse if structurally sound	X	YES		NA	Move exit loop further away from gate
					F15	TUNE-UP Existing Pedestrian Gate	NA	NA	NA	NA	NA	Tune up Existing Gate	NA	
Ryder Lot Entrance from Cadillac	C-207	G	G16	NA	SEE COMMENTS	CANTILEVER SIDE GATE DETAILS A-103	Tune up existing	REUSE	Reuse if structurally sound	NA	YES	See Comments	C-207	Pedestrian Gate G to be Tune-Up and relocated to A-3
Ryder Lot Exit onto Longfellow	C-208	G	NA	G17	NA	CANTILEVER SIDE GATE DETAILS A-103	Tune up existing	REUSE	Reuse if structurally sound	X	X	NA	NA	Rework sidewalk to accomodate bus turn radius
Employee Parking Lot Melrose Exit - Entrance	C-209	H	H18			CANTILEVER SIDE GATE DETAILS A-103	NEW	REUSE	NEW and Reuse existing if possible	NA	X	NA	C-209	Reconfigure Entracne / Exit so vehicles can make a safe turn thru the gates
					H19	CANTILEVER SIDE GATE DETAILS A-103	NEW	NEW	NEW	X	X	NA	C-209	
					H20	RELOCATE AND TUNE-UP Existing Pedestrian Gate	NA	NA	NA	NA	NA	Relocate Pedestrian Gate H-21	C-209	
Newport Facility	C-210	I	I-21	I-21		SLIDE ENTRANCE GATE DETAILS A-103	NEW	NEW	NEW	Open 1/2 way on exit	X	NA	C-210	ADD Security Fence from new gate to existing Security Fence - One Slide Gate with NEW Island - OPEN HALLF WAY ON EXIT
					I22	2150 Style Pedestrian Swing	NA	NA	NA	NA	NA	2150 Style Pedestrian Swing	C-210	Add Sidewalk at I-22 Pedestrian gate



RHODE ISLAND PUBLIC TRANSIT AUTHORITY

PROJECT: SECFEN
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFEN
ADDRESS: Various

REV NO.	DATE	REVISION									
		1	2	3	4	5	6	7	8	9	10

DATE: 5/1/2023

SCALE: DO NOT SCALE

DRAWN BY: JP

CHECKED BY:

DRAWING SECTION

Gate Fence Work Notations

A101

SECURITY - ACCESS WORK NOTES

750 Elmwood, 705 Elmwood, 265 Melrose, 269 Melrose Ryder Lot, Newport Facilities

SECURITY / ACCESS WORK NOTES	DRAWING #	ENT / Exit Designation	Entrance Gate #	Exit Gate #	Pedestrian Gate #	Vehicle Gate Card Reader on Entrance	Vehicle Gate AiPhone on Entrance	LOOP to Exit	Pedestrian Gate Card Reader	Post for Vehicle Card Reader on Entrance	Timer on Vehicle Gate	Timer on Pedestrian Gate	COMMENTS
WORK NOTATION			1	2	3	4	5	7	10	17			
705 Elmwood Entrance	C-201	A	A1			HID 5375 with CS-ABP-1212	AIPHONE AX-DV	NA	NA	HD-DK- STRAIGHT	NA	NA	
				A2		NA	NA	X	NA	NA	NA	NA	
					A3	NA	NA	NA	HID SIGNO20	NA	NA	NA	Pedestrian Gate G to be relocated to A-3
705 Elmwood Entrance	C-202	B	B4	B4		NA	NA	NA	NA	NA	X	NA	
					B5	NA	NA	NA	NA	NA	NA	X	
					B6	NA	NA	NA	NA	NA	NA	X	
705 Elmwood Entrance	C-203	C	C7			HID 5375 with CS-ABP-1212	AIPHONE AX-DV	NA	X	HD-DK-ALUM- BLK	NA	NA	
				C8		HID 5375 with CS-ABP-1212	NA	X	X	X	NA	NA	
					C9	X	X	X	HID SIGNO20	X	X	X	TUNE-UP Existing Pedestrian Gate
705 Elmwood Entrance	C-204	D	D10	D10	NA	HID 5375 with CS-ABP-1212	AIPHONE AX-DV	NA	NA	84-DSP-4-12- 12	NA	NA	
750 Elmwood Entrance from Elmwood	C-205	E	E11	NA	NA	HID 5375 with CS-ABP-1212	AIPHONE AX-DV	NA	NA	84-DSP-4-12- 12	NA	NA	
750 Elmwood Exit to Elmwood	C-205	E	NA	E12		NA	NA	X	HID SIGNO20	NA	NA	NA	
					E13	NA	NA	X	X	X	X	X	TUNE-UP Existing Pedestrian Gate
269 Melrose Entrance / Exit to Melrose	C-206	F	F14	F14		HID 5375 with CS-ABP-1212	AIPHONE AX-DV	X	NA	84-DSP-4-12- 12	NA	NA	
					F15	X	X	X	HID SIGNO20	X	NA	NA	TUNE-UP Existing Pedestrian Gate
Ryder Lot Entrance from Cadillac	C-207	G	G16	NA	SEE COMMEN TS	HID 5375 with CS-ABP-1212	NA	NA	NA	84-DSP-4-12- 12	NA	NA	Pedestrian Gate G to be Tune-Up and relocated to A-3
Ryder Lot Exit onto Longfellow	C-208	G	NA	G17	NA	NA	NA	X	NA	NA	NA	NA	
Employee Parking Lot Melrose Exit - Entrance	C-209	H	H18			HID 5375 with CS-ABP-1212	NA	NA	NA	HD-DK-ALUM- BLK	NA	NA	
				H19		NA	NA	X	NA	NA	NA	NA	
					H20	NA	NA	NA	HID SIGNO20	NA	NA	NA	RELOCATE AND TUNE-UP Existing Pedestrian Gate
Newport Facility	C-210	I	I-21	I-21		HID 5375 with CS-ABP-1212	AIPHONE AX-DV	Gate I21 Open Half Way on exit	NA	84-DSP-4-12- 12	NA	NA	OPEN HALLF WAY ON EXIT
					I22	NA	AIPHONE AX-DV	NA	HID SIGNO20	NA	NA	NA	

Notes:

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-Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor



PROJECT:

PROJECT NAME: Security Gate Replacement

PROJECT CODE: SECFEN

ADDRESS: Various

REVISIONS		REVISION				
NO.	DATE					

DATE: 5/1/2023

SCALE: DO NOT SCALE

DRAWN BY: JP

CHECKED BY:

DRAWING SECTION

Security and
Communications Notations

A102

GATE #	REFER TO MANUFACTURER DRAWING #
A1	SW211-1R SW202-2_10 X 8
A2	SW211-1R SW202-2_10 X 8
A3	Tune up and Relocate from Entrance G and replace card reader
B4	FT123-1R_FT123-2_26 X 8
B5	TF117-1R TF117-2
B6	TF117-1R TF117-2
C7	FT123-1L_FT123-1R_FT123-2_12-7 X 8
C8	FT123-1L_FT123-1R_FT123-2_12-7 X 8
C9	Tune up and Replace Card Reader
D10	VPG001-1-2-3_R0 Generic
E11	FT123-1R_FT123-2_20 X 8
E12	FT123-1L_FT123-2_20 X 8
E13	Tune up and Replace Card Reader
F14	FT123-1R_FT123-2_20 X 8
F15	Tune up and Replace Card Reader
G16	FT123-1R_FT123-2_20 X 8
G17	FT123-1L_FT123-2_20 X 8
H18	FT123-1L_FT123-1R_FT123-2_15 X 8
H19	FT123-1L_FT123-1R_FT123-2_15 X 8
H20	Tune up and relocate to corner of Longfellow and Melrose

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PROJECT:	
PROJECT NAME: Security Gate Replacement	
PROJECT CODE: SECFEN	
ADDRESS: Various	
REVISIONS	
NO.	DATE
DATE: 5/1/2023	
SCALE: DO NOT SCALE	
DRAWN BY: JP	
CHECKED BY:	
DRAWING SECTION	
Gate Details	
A103	

Site and Signage Work Notations 750 Elmwood, 705 Elmwood, 265 Melrose, 269 Melrose Ryder Lot, Newport Facility

SITE & SIGNAGE SCOPE WORK NOTES	DRAWING #	Entrance Gate #	Exit Gate #	Pedestrian Gate #	PAVEMENT MARKINGS "STOP"	PAVEMENT MARKINGS "PEDESTRIAN HATCH"	PAVEMENT MARKINGS "ARROW"	STOP SIGN	CONVEX MIRROR	GATE IDENTIFICATION DWG 105 DETAIL 2	WAYFINDING SIGNS	Island for Card Reader	Bollards	Curb Cut - Sidewalk Modify	COMMENTS
WORK NOTATION					16	6	15	14	13		18		8	12	
705 Elmwood Entrance A	C-201	A1					X			"GATE A1"		USE EXISTING	USE EXISTING	NA	
			A2		X		X	X		"GATE A2"		USE EXISTING	USE EXISTING	NA	
				A3		X				"GATE A3"	"EMPLOYEE ENTRANCE"	NA	NA	C-201	Pedestrian Gate G to be relocated to A-3
705 Elmwood Entrance B	C-202	B4	B4							"GATE B4"	"PEDESTRIAN ENTRANCE WITH RIGHT ARROW"	NA	NA	C-202	
				B5						"GATE B5"	"VISITOR ENTRANCE"	NA	NA	NA	
				B6						"GATE B6"	"VISITOR ENTRANCE"	NA	NA	NA	
705 Elmwood Entrance C	C-203	C7				X	X		X	"GATE C7"	"EMPLOYEE PARKING"	C-203	NA	C-203	
			C8		X	X	X	X	X	"GATE C8"		C-203	NA	C-203	Pavement Marking "NO PARKING"
				C9						"GATE C9"	"EMPLOYEE ENTRANCE"	NA	NA	C-203	TUNE-UP Existing Pedestrian Gate
705 Elmwood Entrance D	C-204	D10	D10	NA			X			"GATE D10"	"TRANSIT BUSES / FUEL DELIVERIES ONLY"	C-204	C-205	C-206	
750 Elmwood Entrance from Elmwood E	C-205	E11	NA	NA			X			"GATE E11"	"BUSSES / VENDORS ONLY"	NA	NA	NA	
750 Elmwood Exit to Elmwood E	C-205	NA	E12		X		X	X		"GATE E12"	"EXIT ONLY"	NA	NA	NA	
				E13						"GATE E13"	"EMPLOYEE ENTRANCE"	NA	NA	NA	TUNE-UP Existing Pedestrian Gate
269 Melrose Entrance / Exit to Melrose F	C-206	F14	F14		X		X	X		"GATE F14"	"EMPLOYEE ENTRANCE"	NA	NA	NA	
				F15						"GATE F15"	"EMPLOYEE ENTRANCE"	NA	NA	NA	TUNE-UP Existing Pedestrian Gate
Ryder Lot Entrance from Cadillac G	C-207	G16	NA	see comments			X			"GATE G16"	"EMPLOYEE ENTRANCE"	C-207	C-207	NA	Pedestrian Gate G to be Tune-Up and relocated to A-3
Ryder Lot Exit onto Longfellow G	C-208	NA	G17	NA	X		X	X		"GATE G17"	"EXIT ONLY"	NA	NA	C-208	
Employee Parking Lot Melrose Exit - Entrance H	C-209	H18 SLIDE					X			"GATE H18"	"EMPLOYEE ENTRANCE"	USE EXISTING	USE EXISTING	C-209	
			H19		X		X	X		"GATE H19"		USE EXISTING	USE EXISTING	C-209	
				H20		X				"GATE H20"	"EMPLOYEE ENTRANCE"	NA	C-209	C-209	RELOCATE AND TUNE-UP Existing Pedestrian Gate
Newport Facility Entrance I	C-210	I-21	I-21		x		X	X		"GATE I21"		C-210	C-211	C-212	
				I22						"GATE I22"	"USE CALL BUTTON FOR SERVICE"	C-210	C-211	C-212	

Notes:
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RHODE ISLAND PUBLIC TRANSIT AUTHORITY

PROJECT: SECFEN
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFEN
ADDRESS: Various

REVISIONS											
NO.	DATE	REVISION									

DATE: 5/1/2023

SCALE: DO NOT SCALE

DRAWN BY: JP

CHECKED BY:

DRAWING SECTION

A104

Notes:

- Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
- Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor

PROJECT:
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFFEN
ADDRESS: Various

REVISIONS	
NO.	DATE

DATE: 5/1/2023

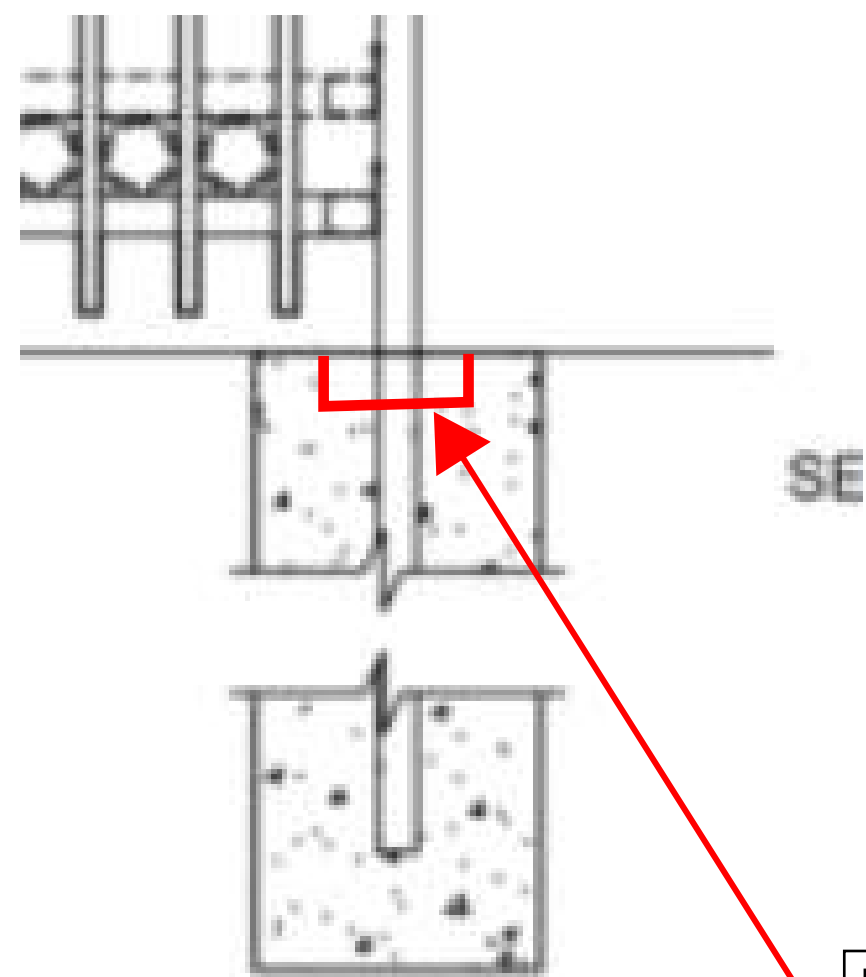
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DRAWN BY: JP

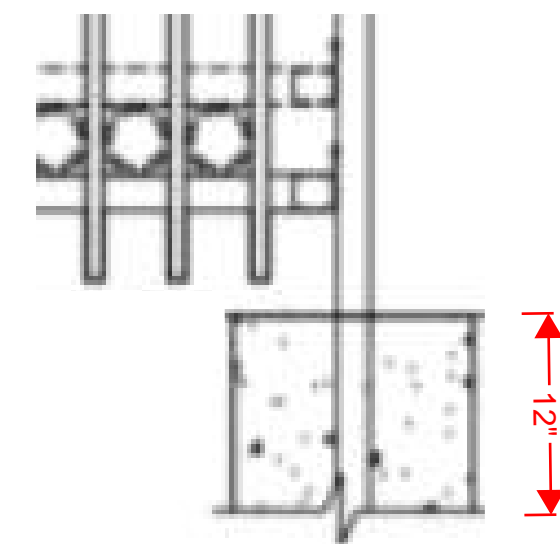
CHECKED BY:

DRAWING SECTION
Fence Details

A105

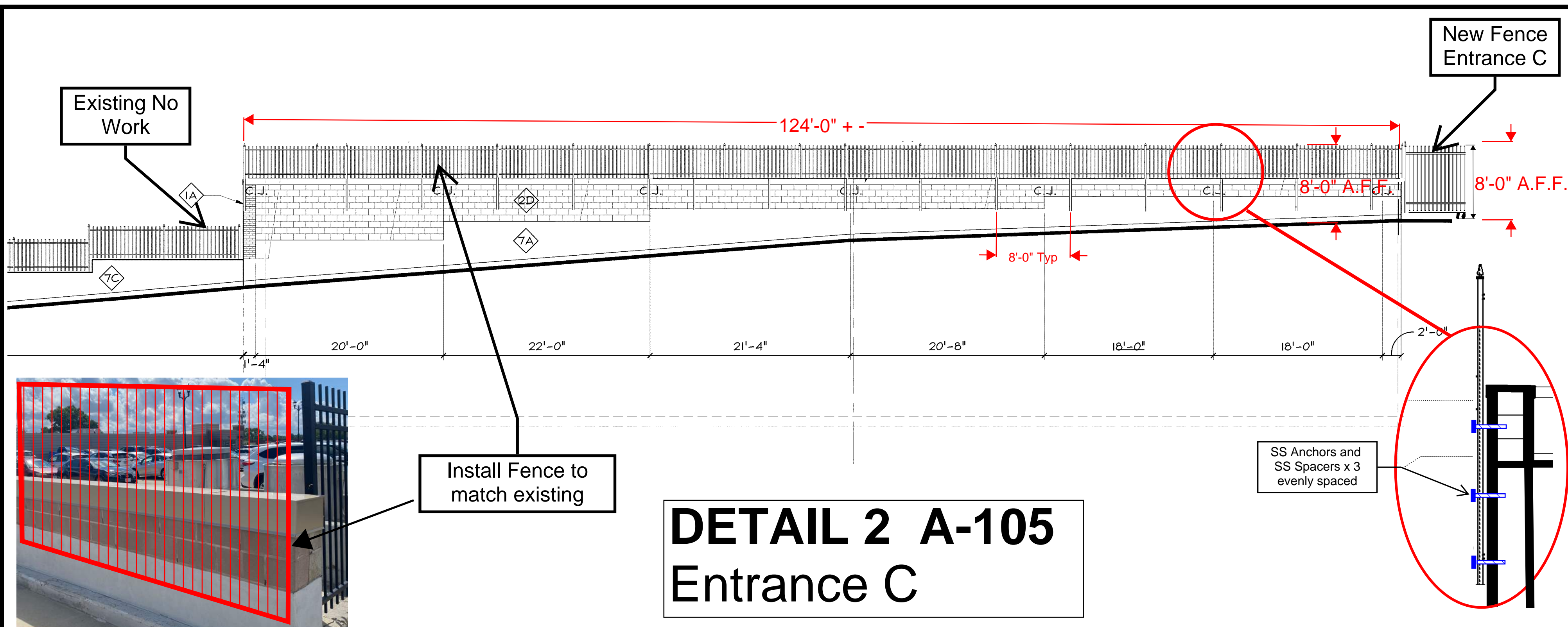


DETAIL 1 A-105
SCRAPE, PRIME, PAINT THEN
INFILL CAVITY AT BASE WITH
EPOXY TO PREVENT POOLING
OF WATER

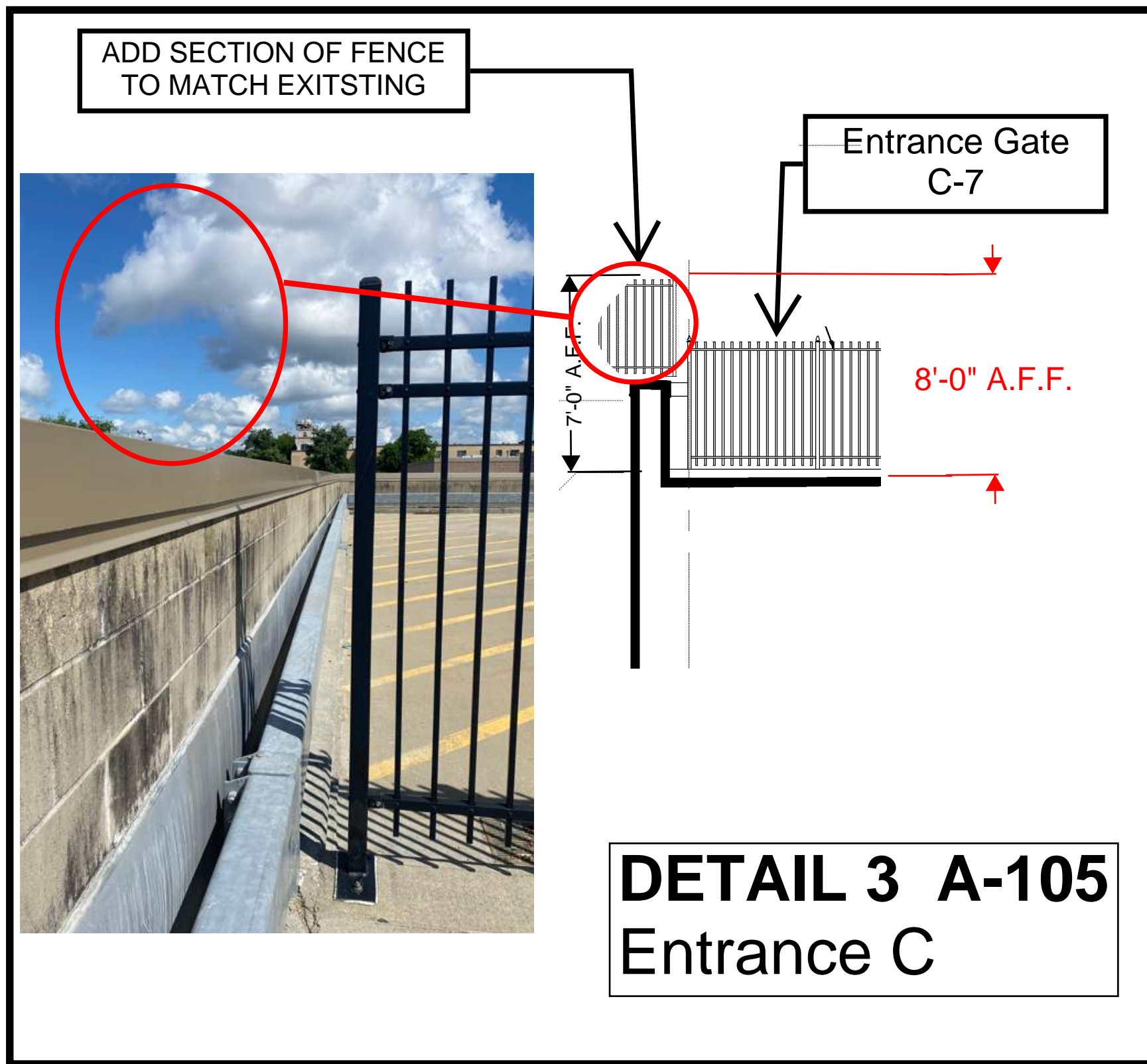


DETAIL 4 A-105

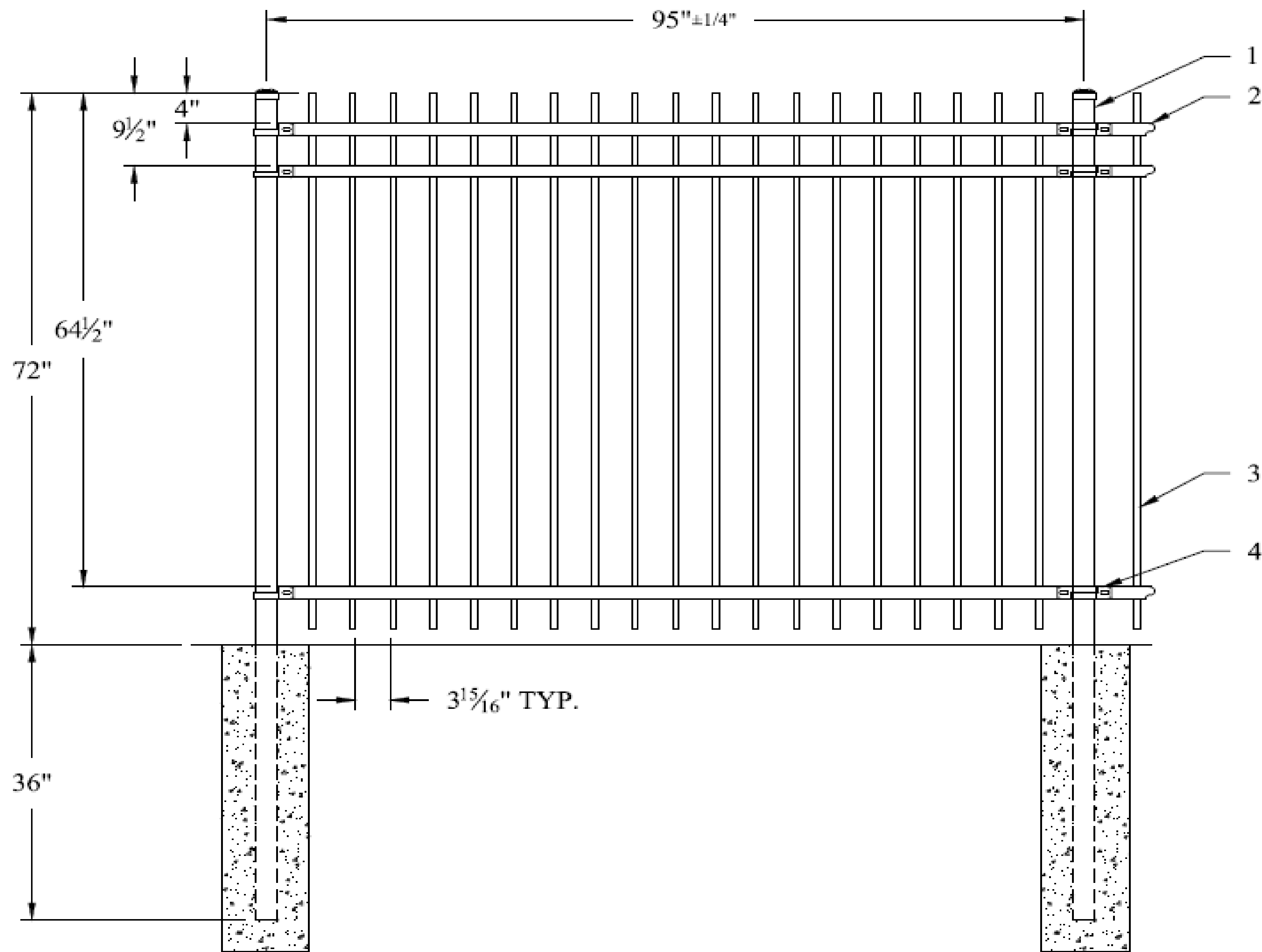
- Core drill 12" and set into curb
- 3" support post
- Support post spacing every 8'



DETAIL 2 A-105
Entrance C




DETAIL 3 A-105
Entrance C



#	QTY.	DESCRIPTION
1	2	2 1/2" Sq. POST
2	3	1 1/2" x 1 1/4" RIBBED CHANNEL RAIL
3	19	3/4" Sq. PICKET
4	6	BRACKETS

Notes:

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PROPRIETARY INFORMATION This drawing is the proprietary property of AMERISTAR, Tulsa, OK and must not be duplicated or used in whole or in part for the making of drawings, prints or parts to the detriment of, or benefit, the owner. In accepting this drawing, the recipient agrees to keep the information contained confidential.					 AMERISTAR® 1555 N. Mingo Tulsa, OK 74116 1-888-333-3422 www.ameristarfence.com		
					TITLE: MONTAGE PLUS GENESIS 3R EXT 6' T 8' PANEL		
REV	BY	CK'D	DATE	DESCRIPTION	DATE: 11/07/07	SCALE: DNS	SHEET: 1/1
c	JAS	CI	1-19-10	OC Spacing was 9 3/4" ± 1/2"	DRN BY: FGS	CHK BY: RTM	REV: b
					DRAWING NO: 1RGX370		



PROJECT: SECFEN
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFEN
ADDRESS: Various

REVISIONS	
NO.	DATE

DATE: 5/1/2023
SCALE: DO NOT SCALE
DRAWN BY: JP
CHECKED BY:
DRAWING SECTION
Fence Details
A106

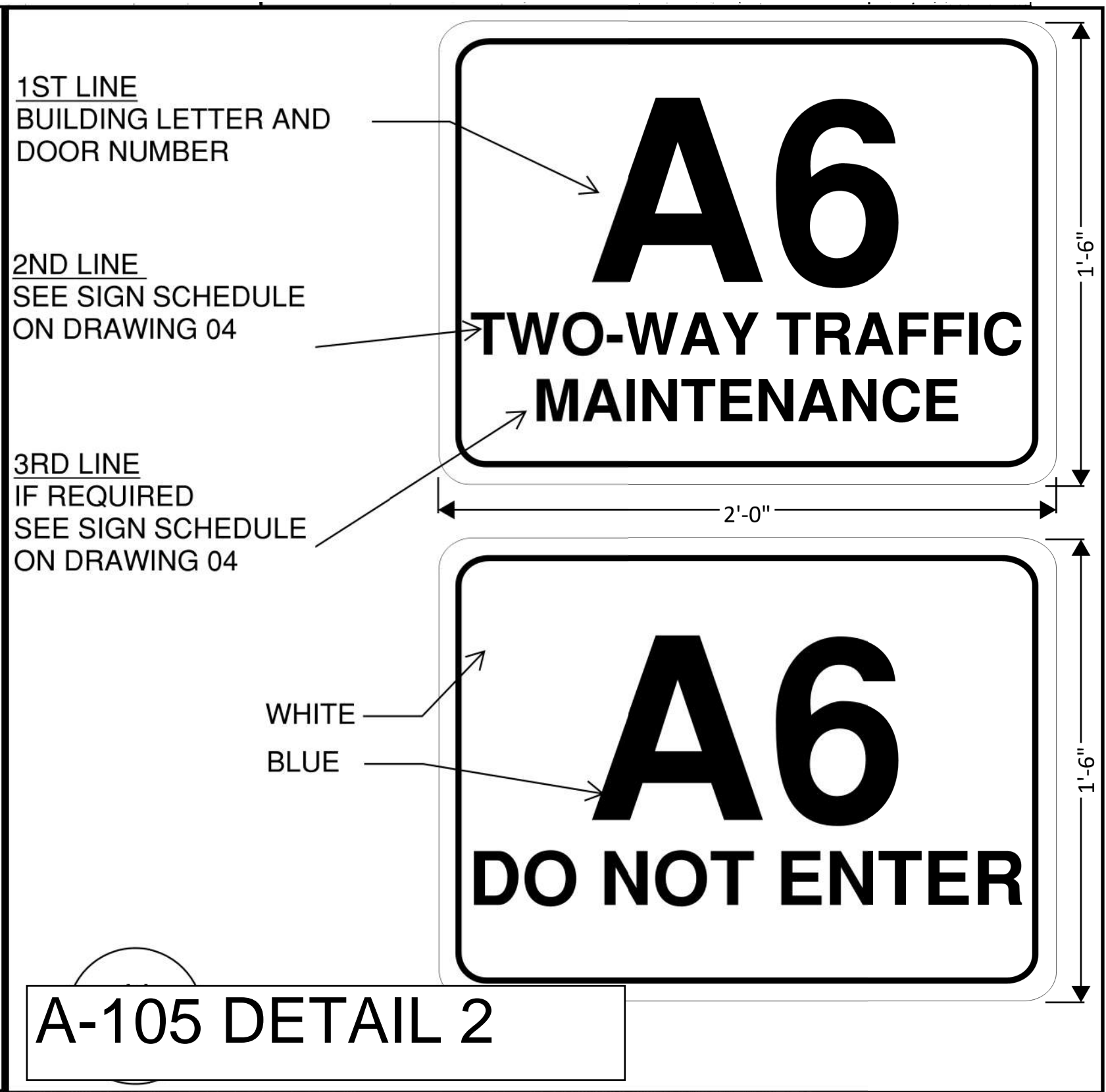
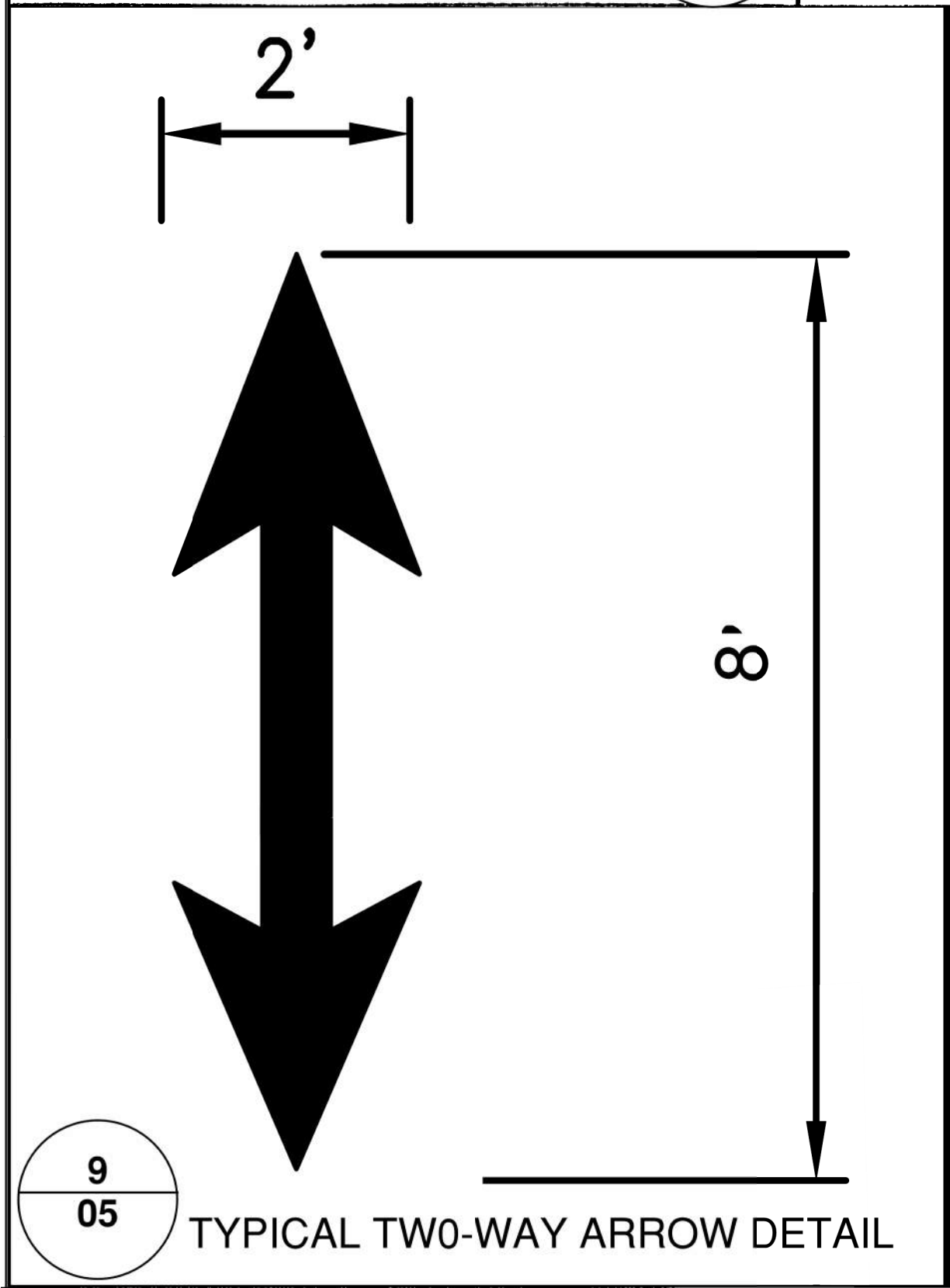
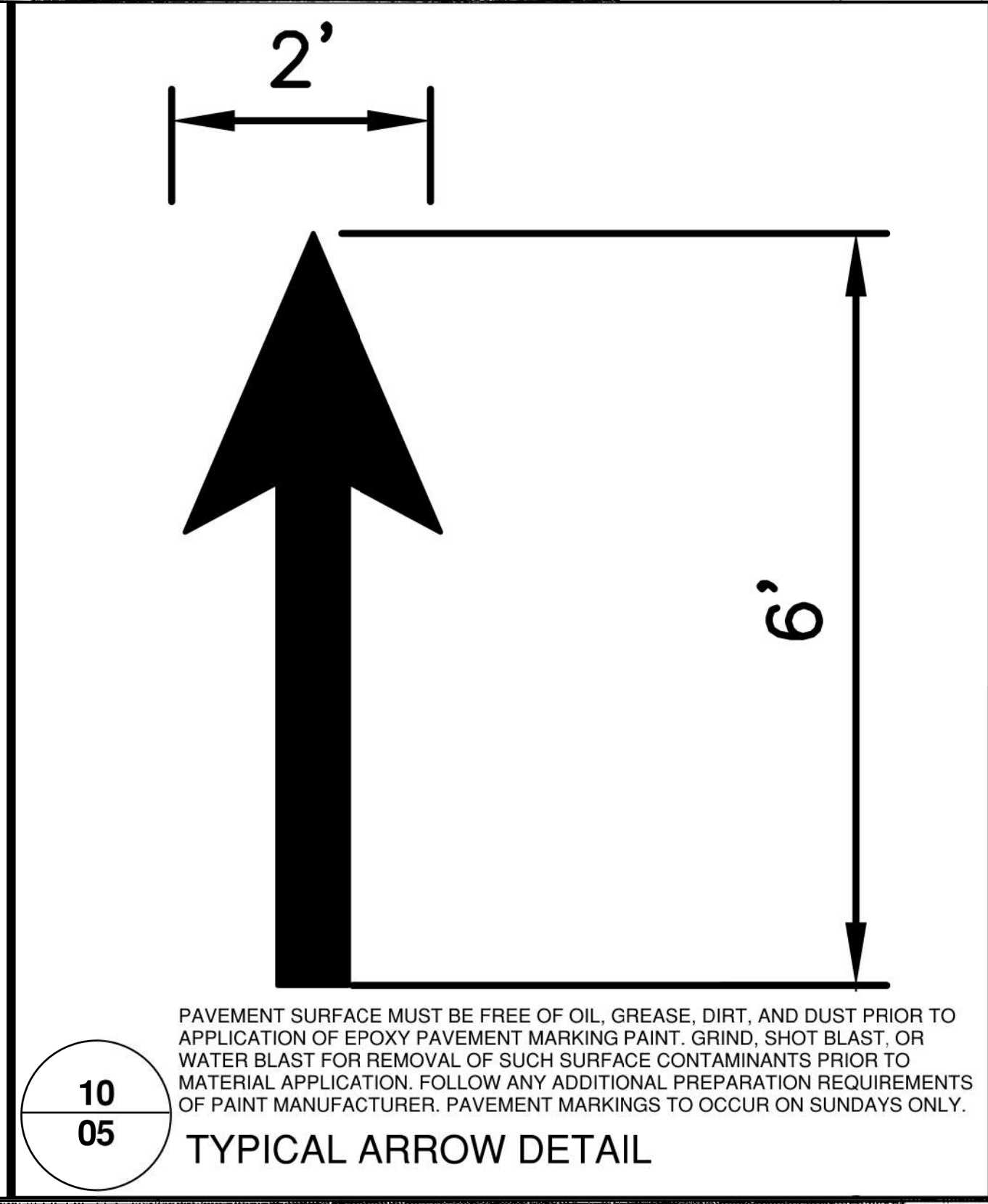


Reuse Existing sign

A-105 DETAIL 1

WHITE COPY
SCALED TO
FIT PANEL

Reflective Red
Background



Signage and Pavement Marking Details

PROJECT:
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFEN
ADDRESS: Various

NO.	DATE	REVISIONS									
		REVISION									

DATE: 5/1/2023

SCALE: DO NOT SCALE

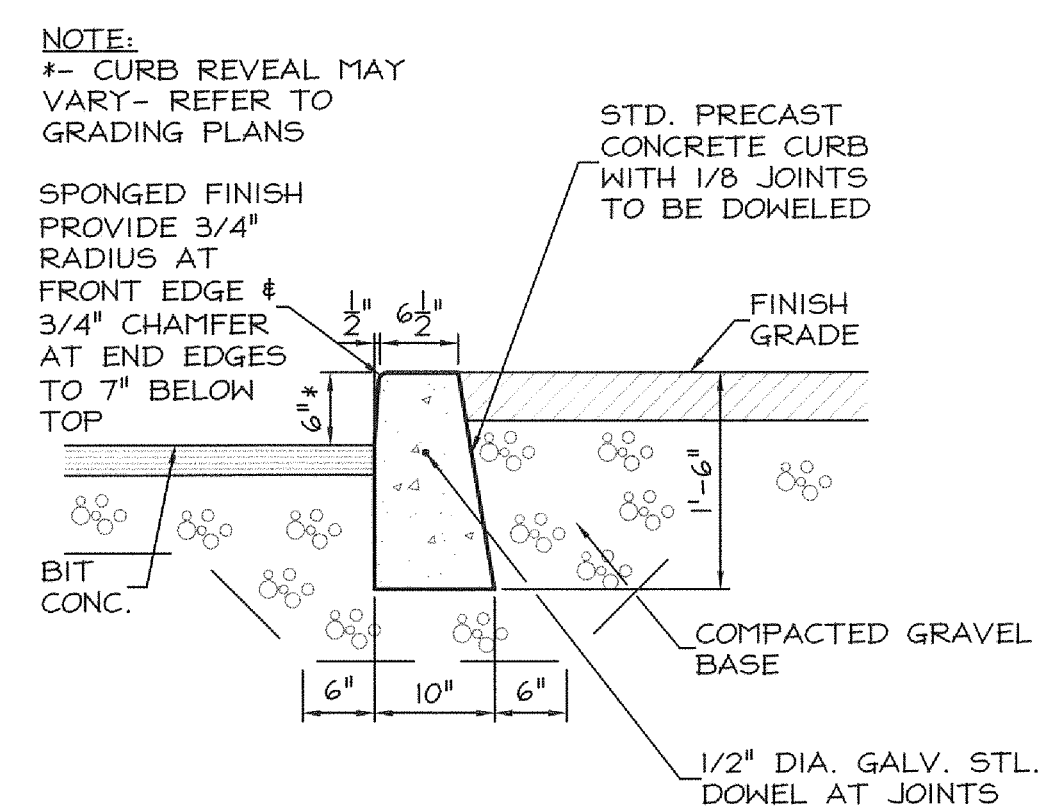
DRAWN BY: JP

CHECKED BY:

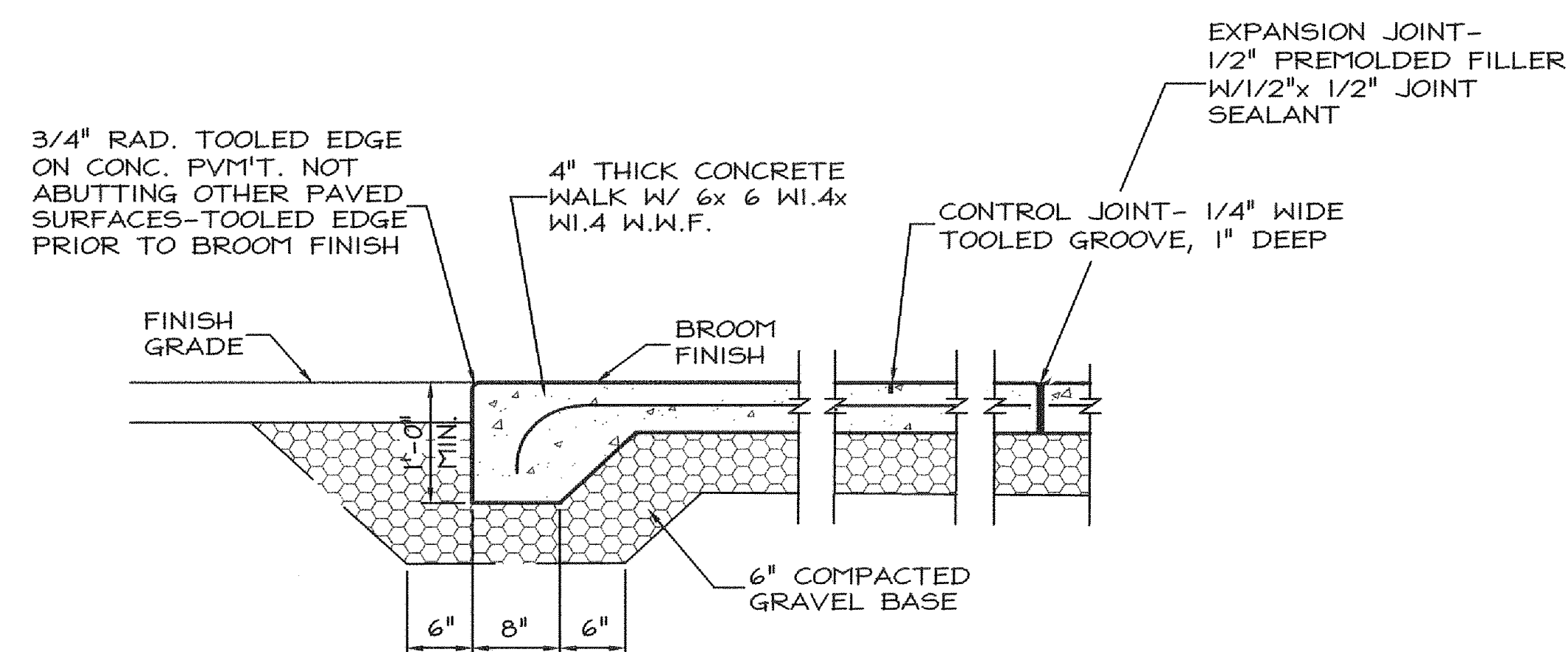
DRAWING SECTION
SIGNAGE &
PAVEMENT MARKINGS

DETAIL 1

D, H, & I Island Details



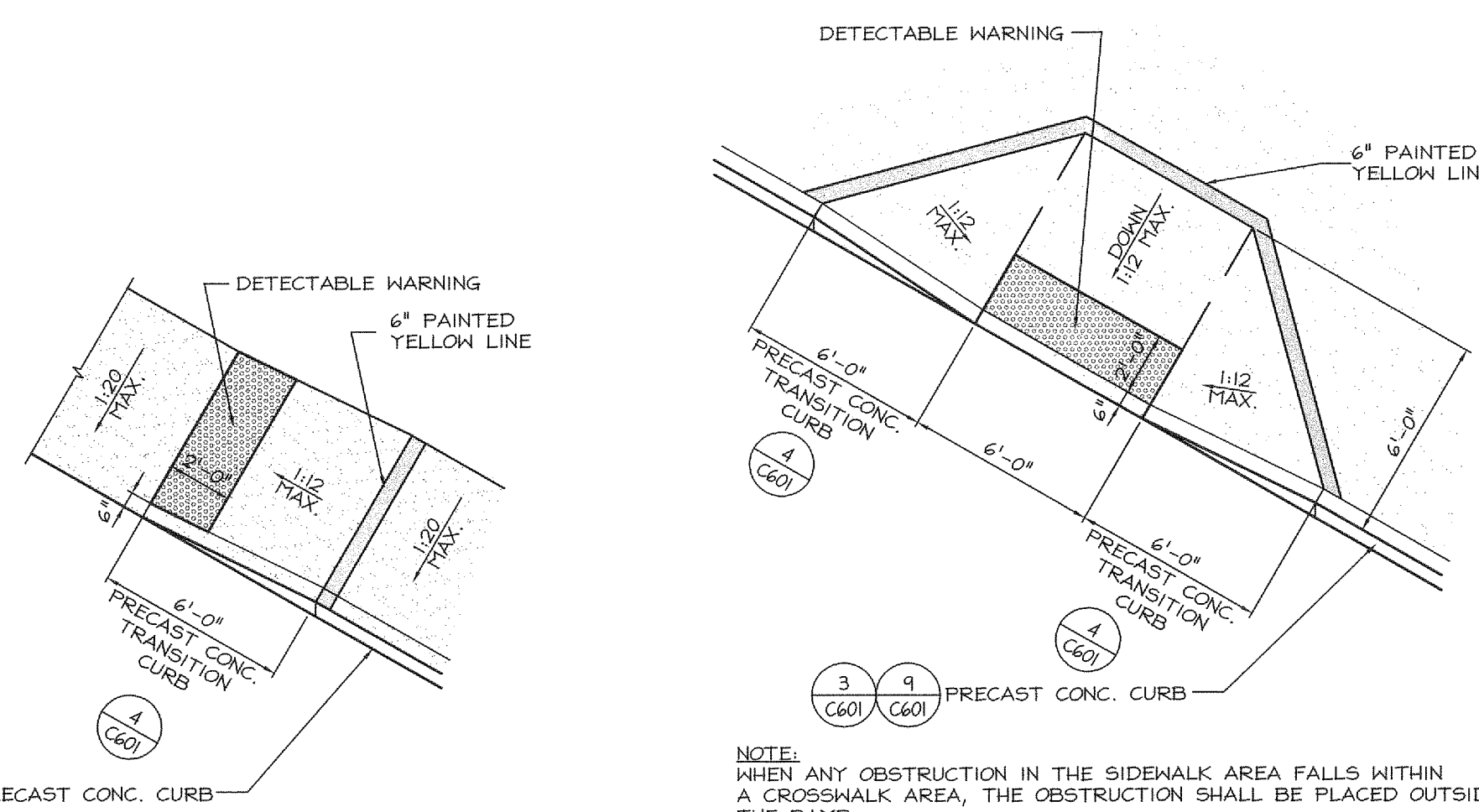
DETAIL 1 PRECAST CONC. CURB
NOT TO SCALE



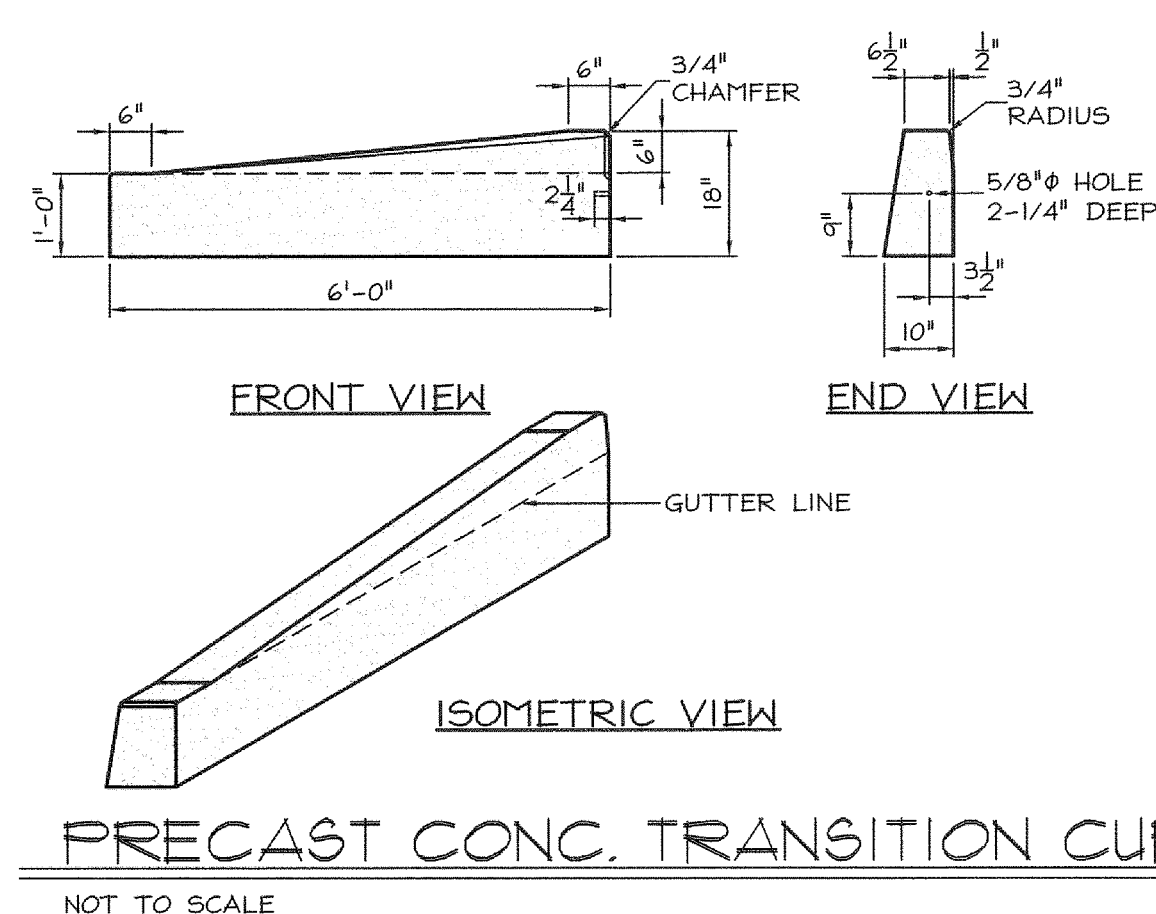
NOTES:

1. CONTROL AND EXPANSION JOINTS
2. CONCRETE TO BE 4,000 PSI (28 DAY) AIR-ENTRAINED.

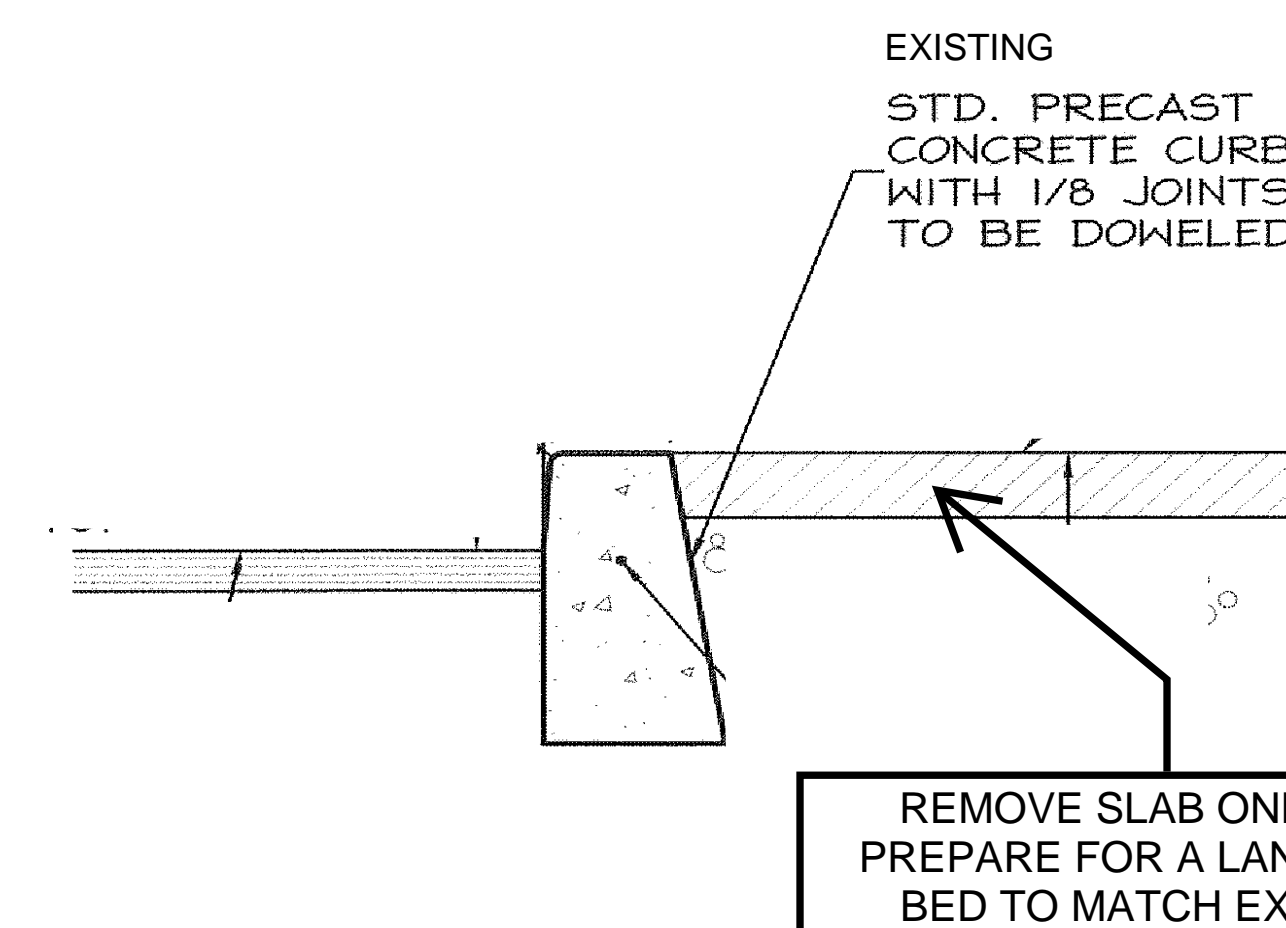
DETAIL 2 CONCRETE WALKS AND PLATFORMS
NOT TO SCALE



DETAIL 3 WHEELCHAIR ACCESS RAMP
NOT TO SCALE



PRECAST CONC. TRANSITION CURB



DETAIL 4 PRECAST CONC. CURB
NOT TO SCALE

PROJECT:
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECEN
ADDRESS: Various

[illegible]

SCALE: DO NOT SCALE

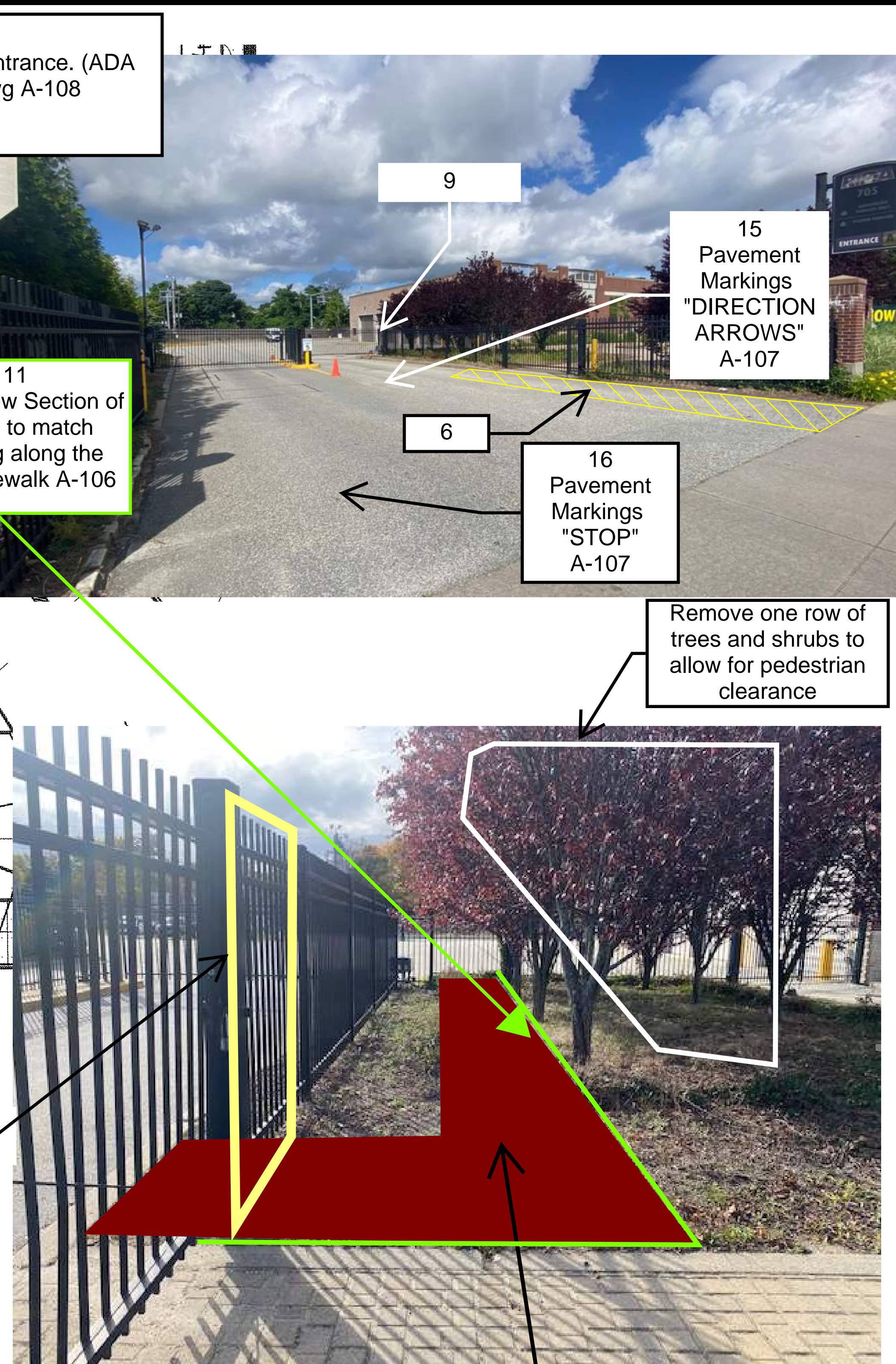
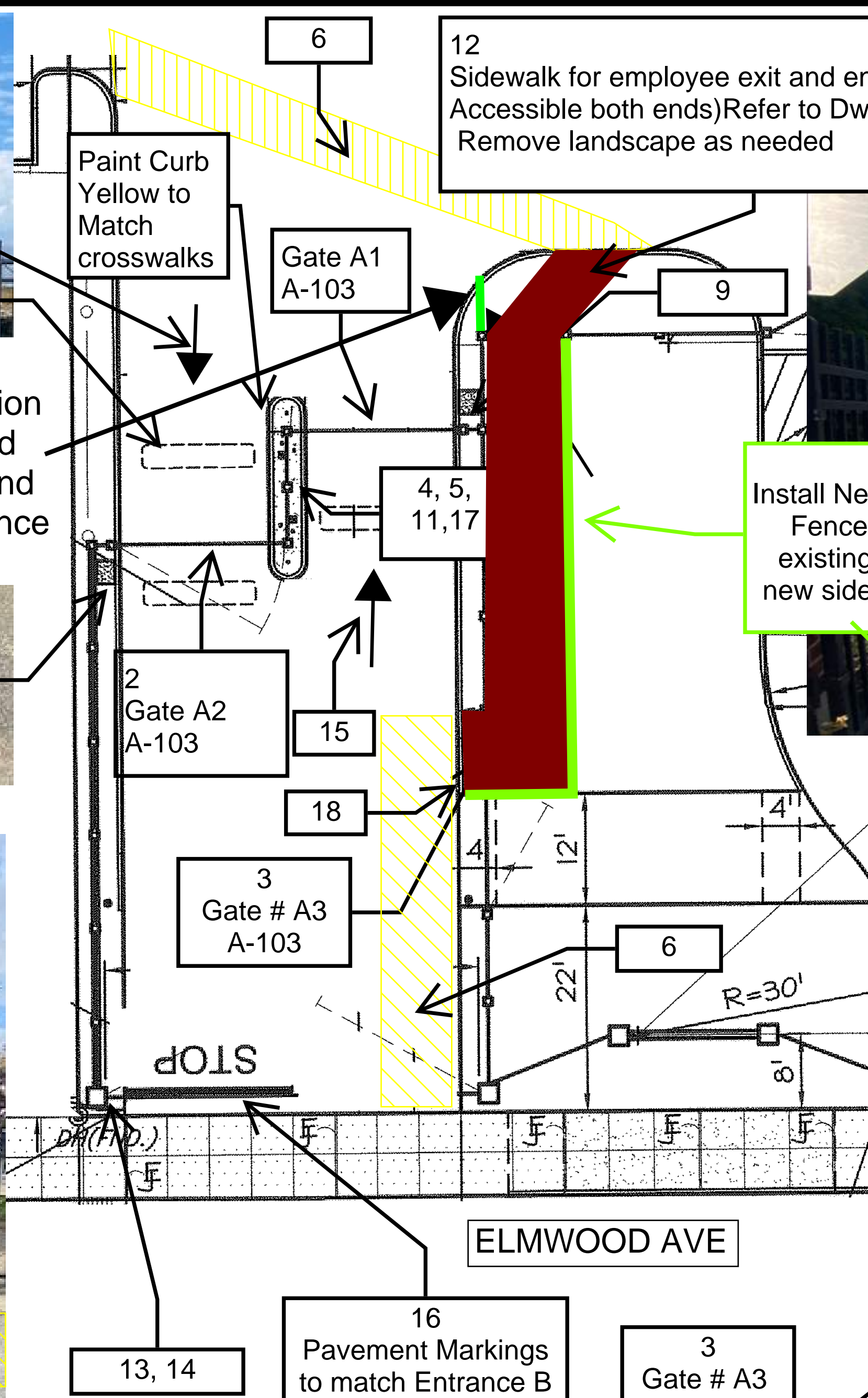
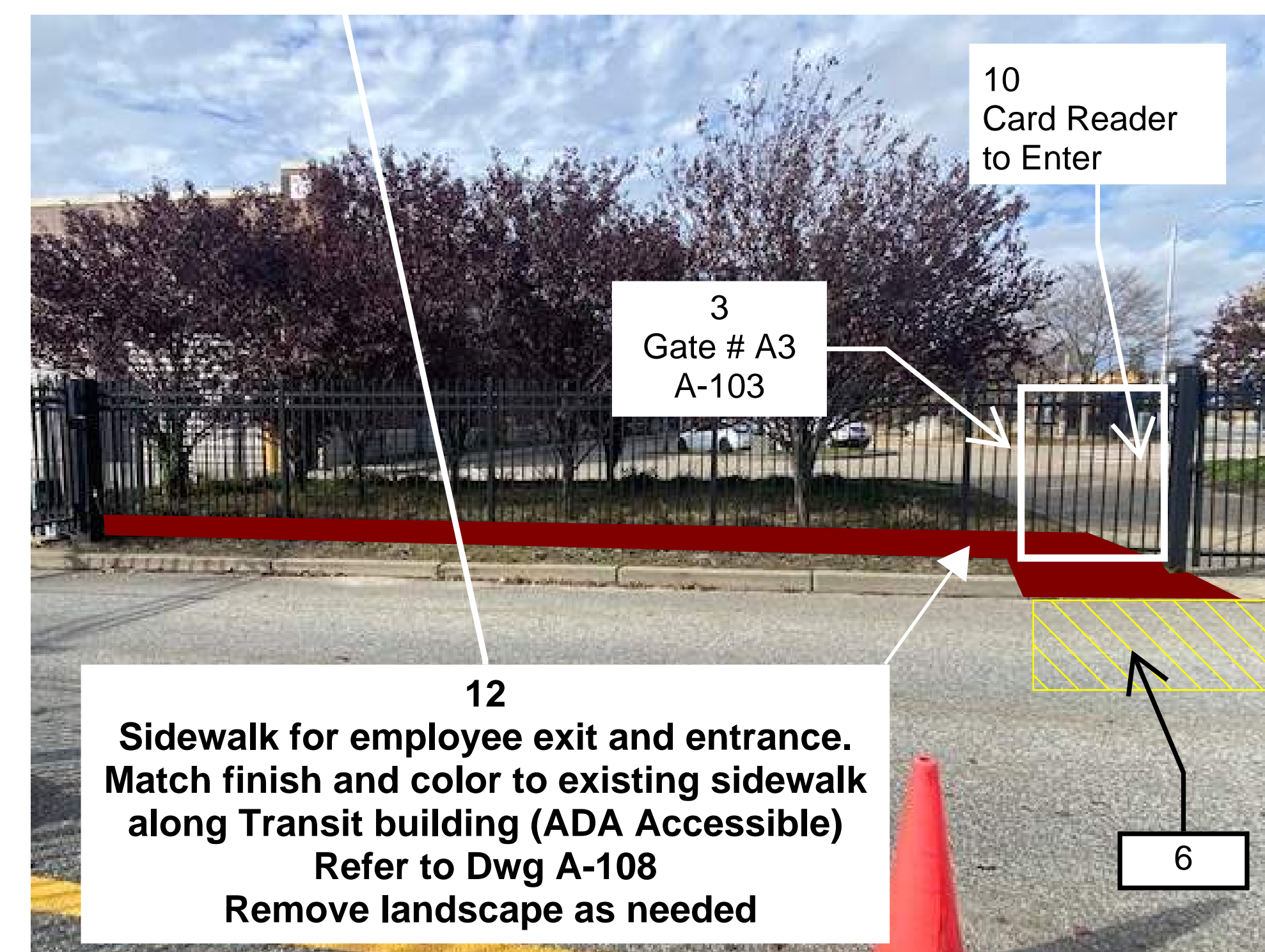
DRAWN BY: JP

DATE: 5/1/2023

DRAWING SECTION
CURB CUTS
AND FLATWORK

DRAWING NUMBER

A108

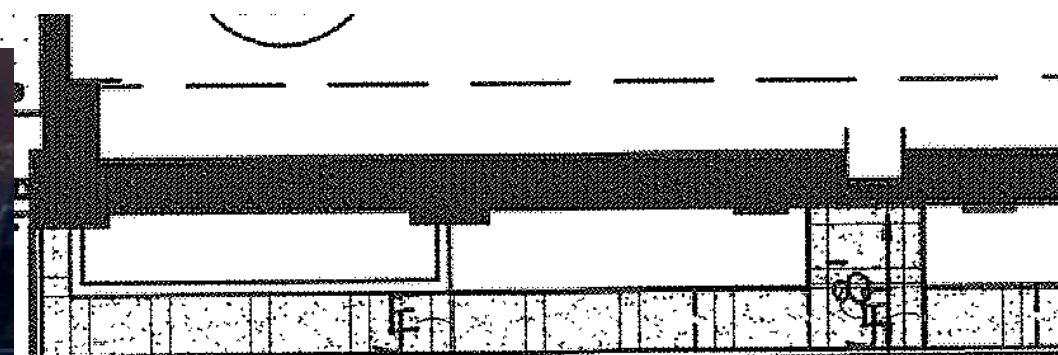


ENTRANCE A - GATE# A1, A2, A3 EMPLOYEE PARKING 705 ELMWOOD AVE PROVIDENCE RI

PROJECT: PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFEN ADDRESS: RIPTA Entrance A
705 ELMWOOD AVE, PROVIDENCE, RI

[illegible]

GATE A1. A2. A3



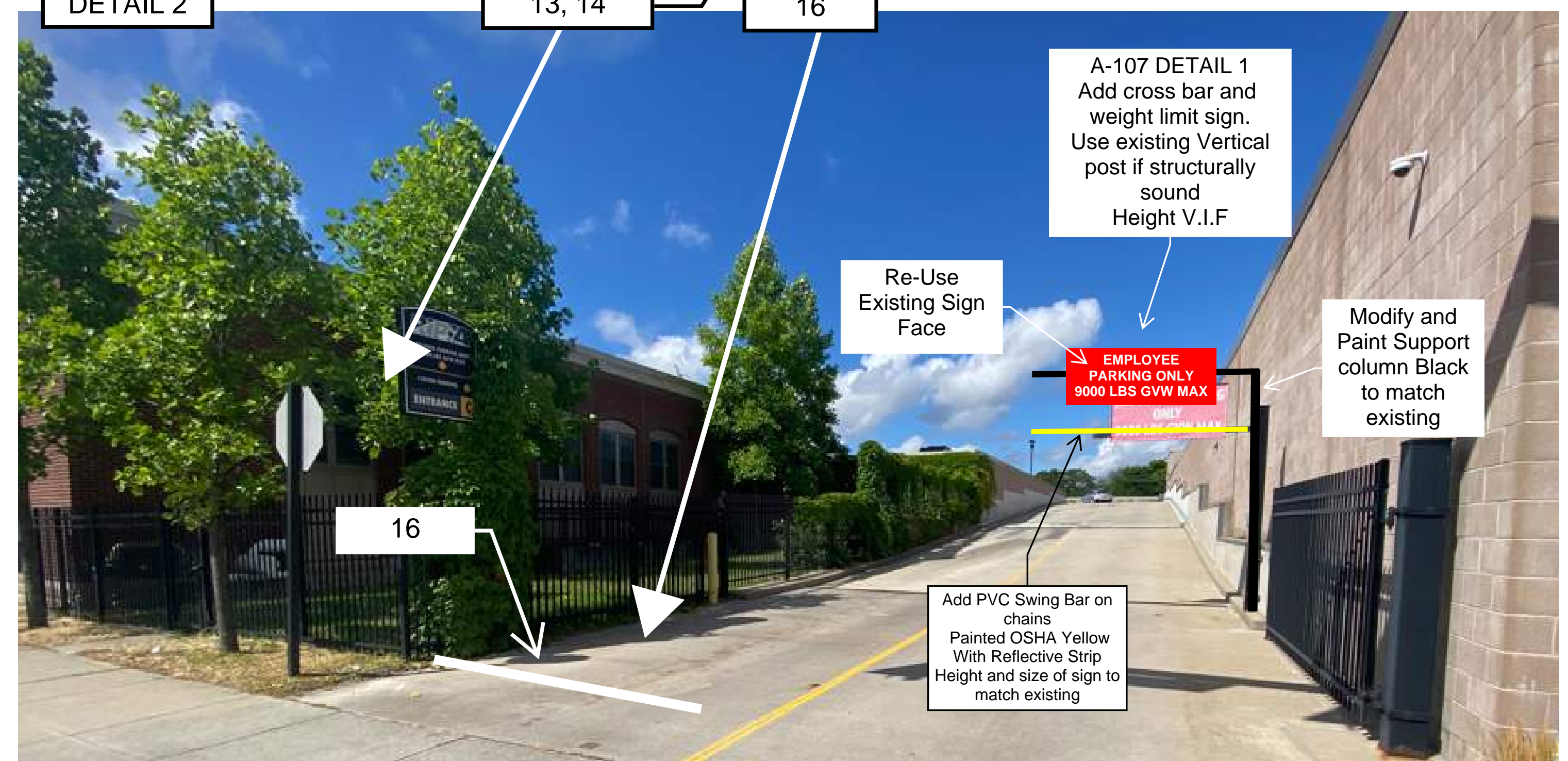
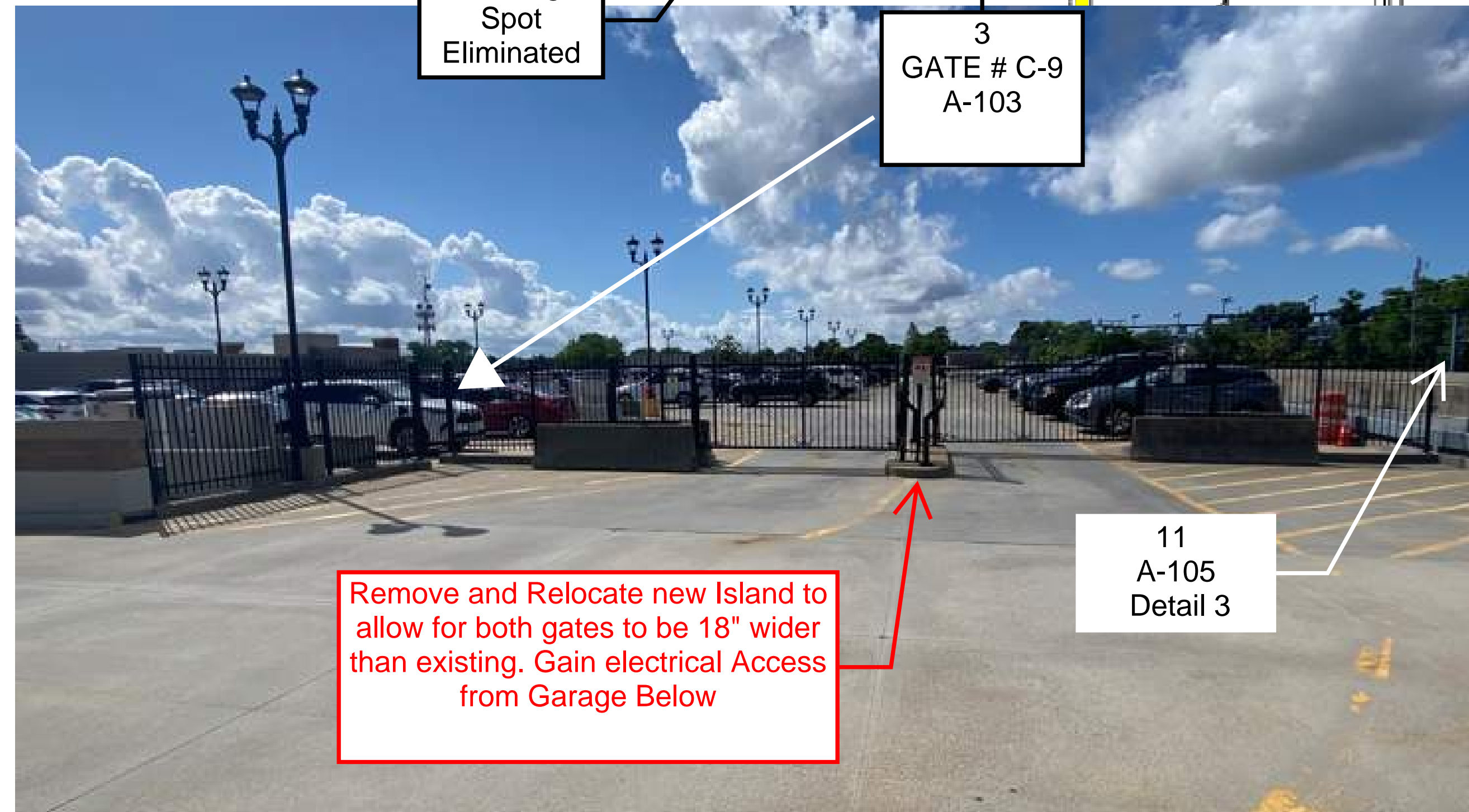
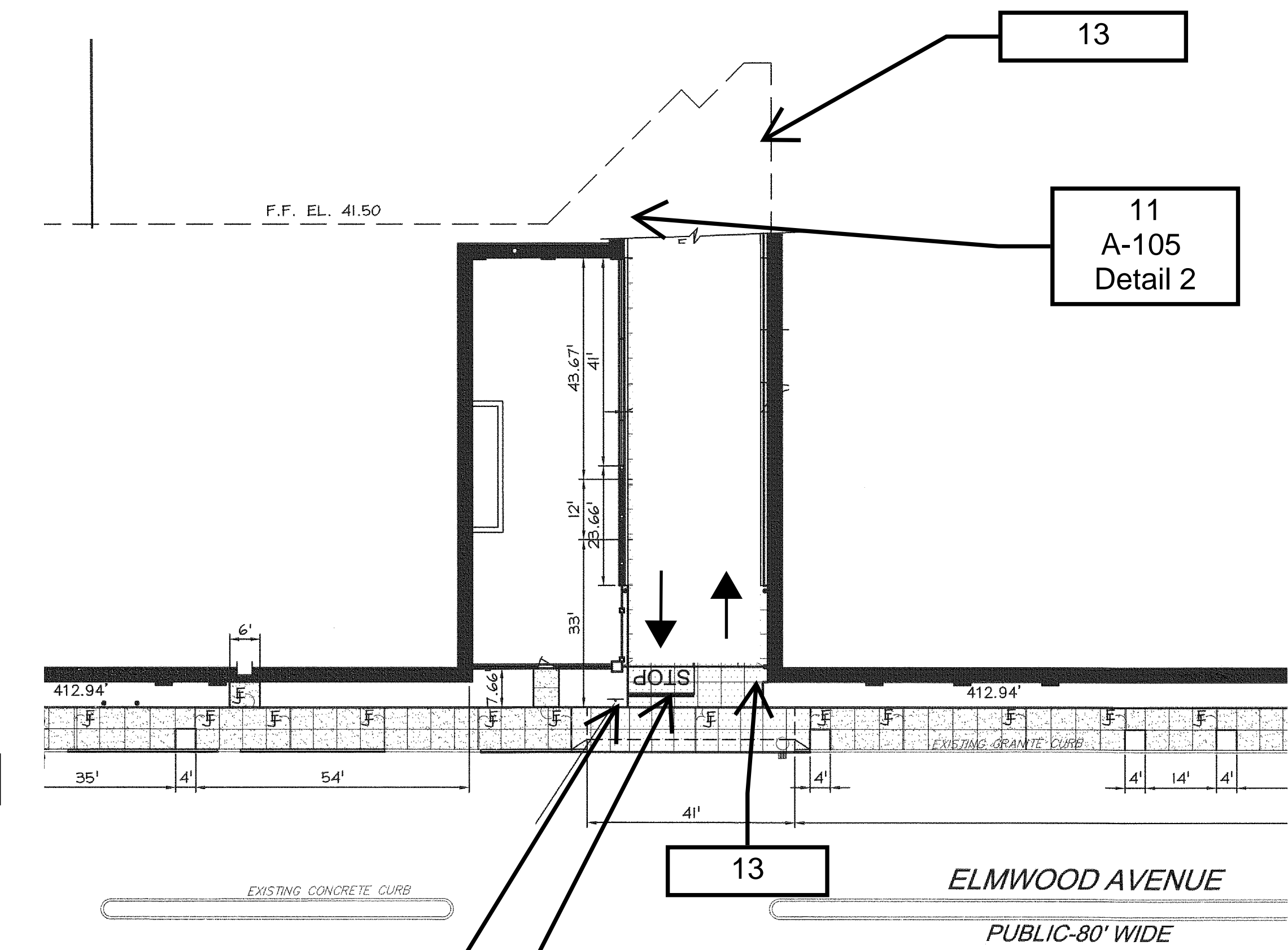
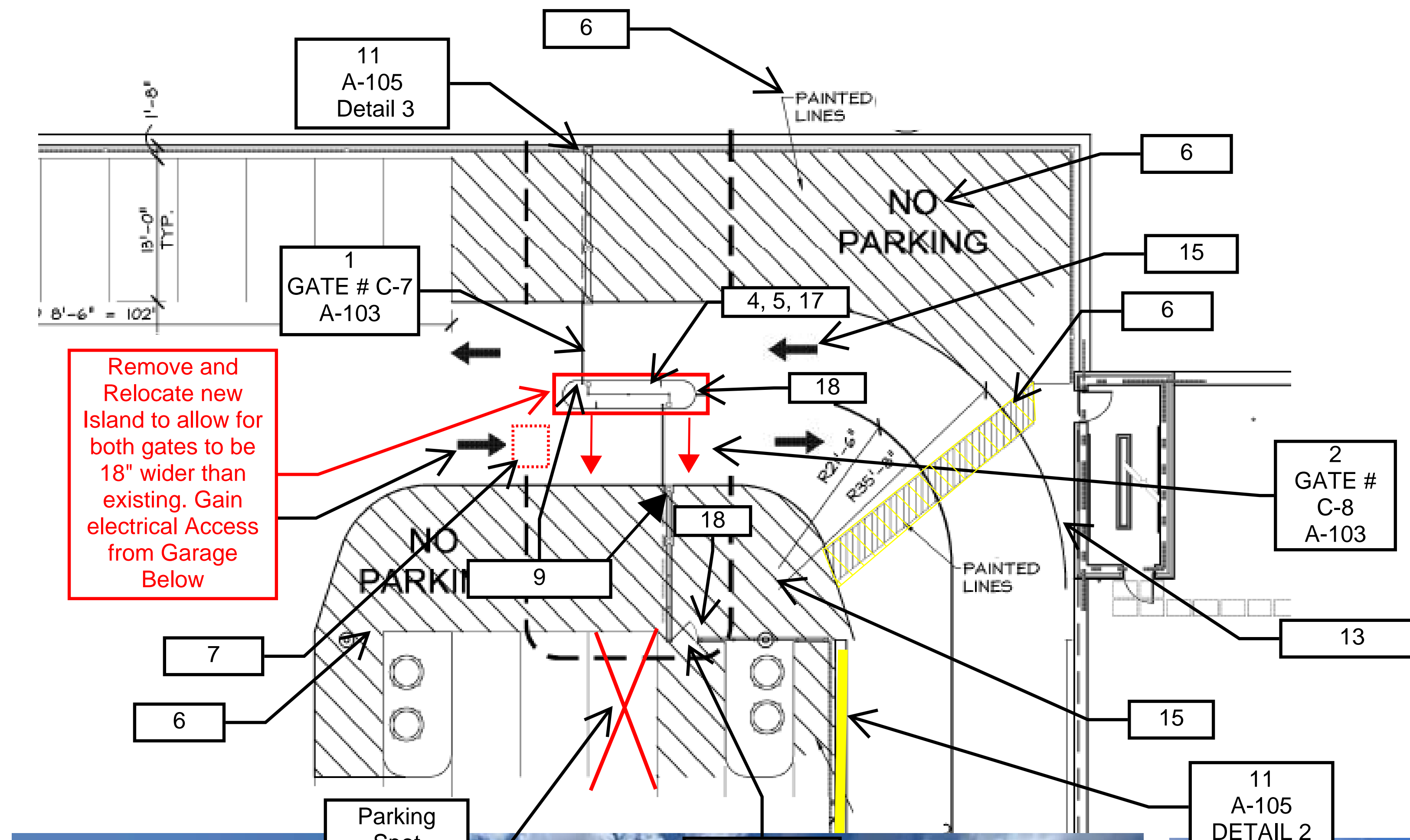
C-202

PROJECT: Security Gate Replacement
PROJECT CODE: SECFCEN
ADDRESS: RIPTA Entrance C
705 ELMWOOD AVE, PROVIDENCE, RI

REVISIONS	
NO.	DATE

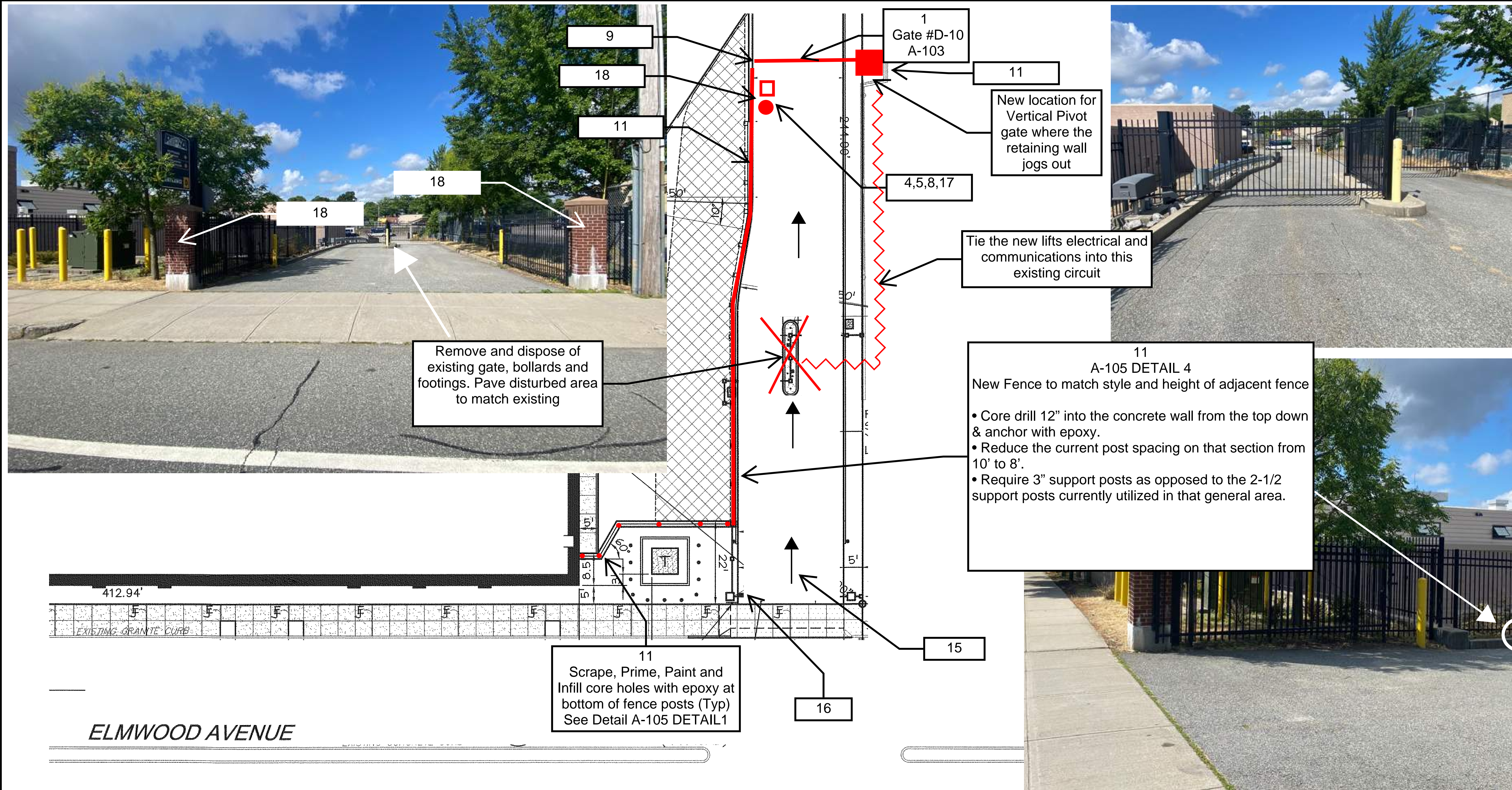
DATE: 5/1/2023
SCALE: DO NOT SCALE
DRAWN BY: JP
CHECKED BY:
DRAWING SECTION
GATE C7, C8, C9

C-203



Notes:
-Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
-Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
-Refer to Detail Drawings on A-101 thru A-108

ENTRANCE / EXIT- GATE# C7, 8, 9 EMPLOYEE DECK PARKING - 705 ELMWOOD AVE PROVIDENCE RI



Notes:

- Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
- Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
- Refer to Detail Drawings on A-101 thru A-108

ENTRANCE - GATE# D10 PARATRANSIT FUELING 705 ELMWOOD AVE PROVIDENCE RI



RHODE ISLAND PUBLIC TRANSIT AUTHORITY

PROJECT:
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFCN
ADDRESS: RIPTA Entrance D
705 ELMWOOD AVE, PROVIDENCE, RI

REVISIONS	
NO.	REVISION

DATE: 5/1/2023

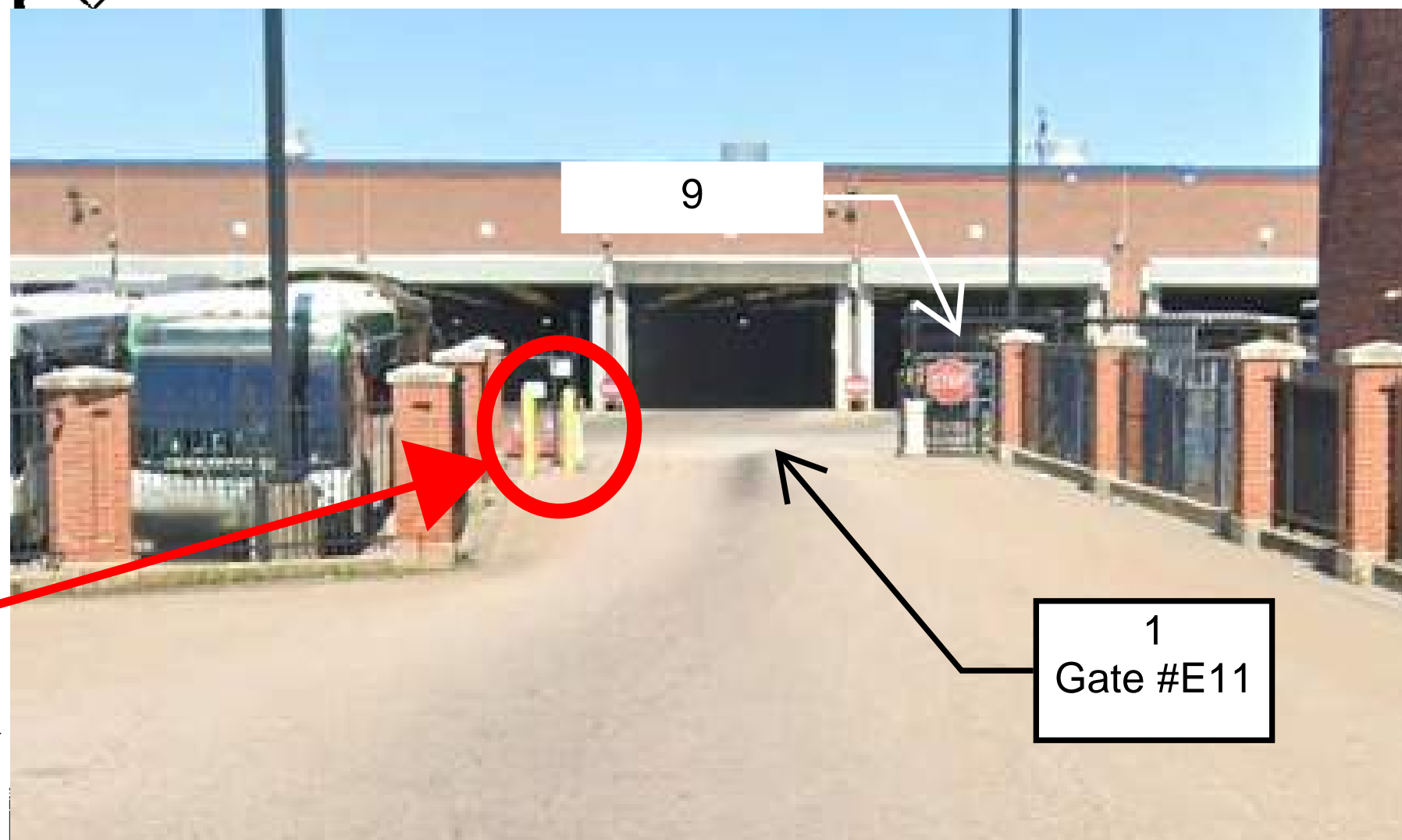
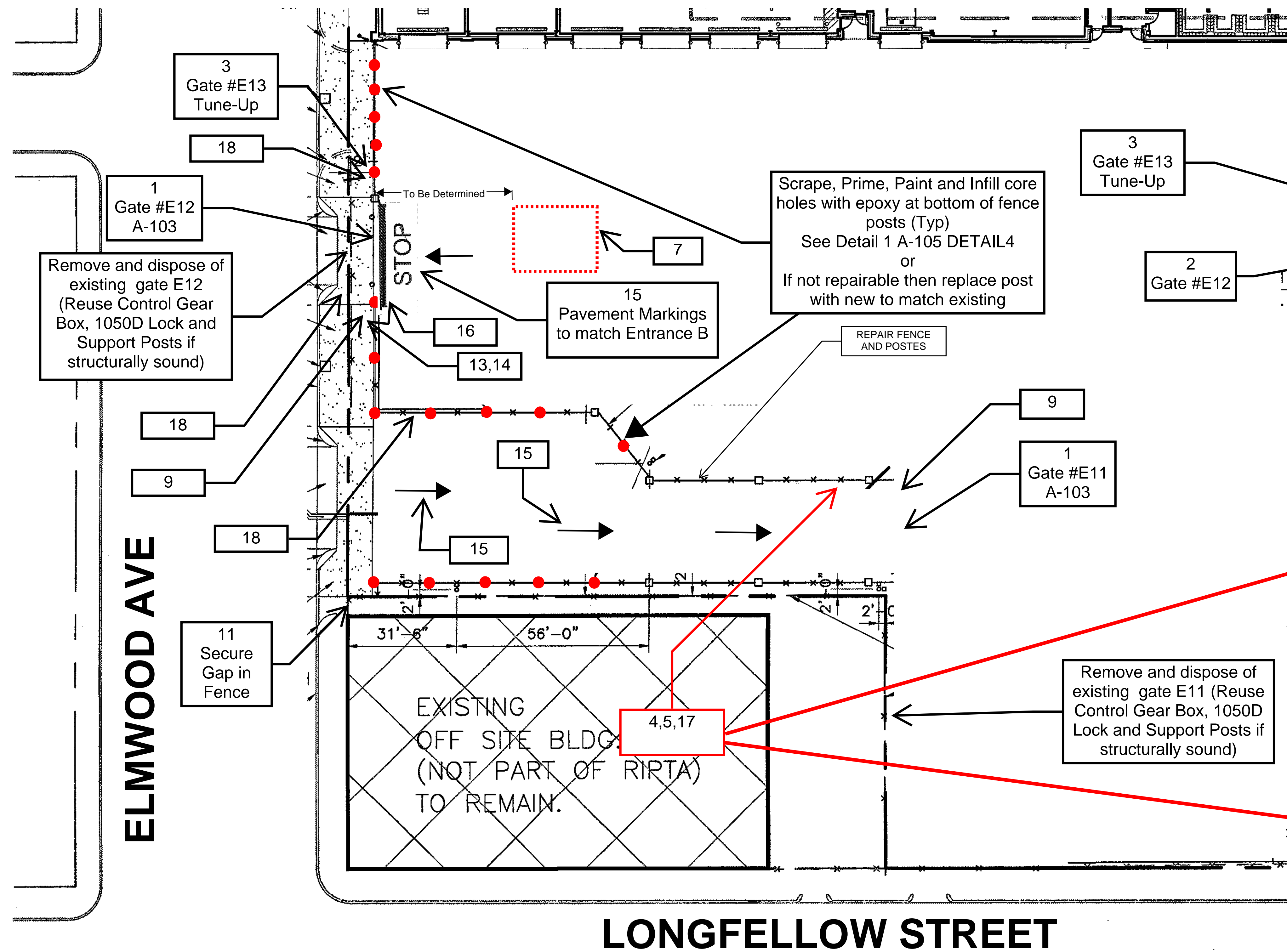
SCALE: DO NOT SCALE

DRAWN BY: JP

CHECKED BY:

DRAWING SECTION

GATE D10



CT:
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFFEN
ADDRESS: RIPTA Entrance E
705 ELMWOOD AVE, PROVIDENCE, RI

REVISIONS	
NO.	DATE

DATE: 5/1/2023

SCALE: DO NOT SCALE

DRAWN BY: JP

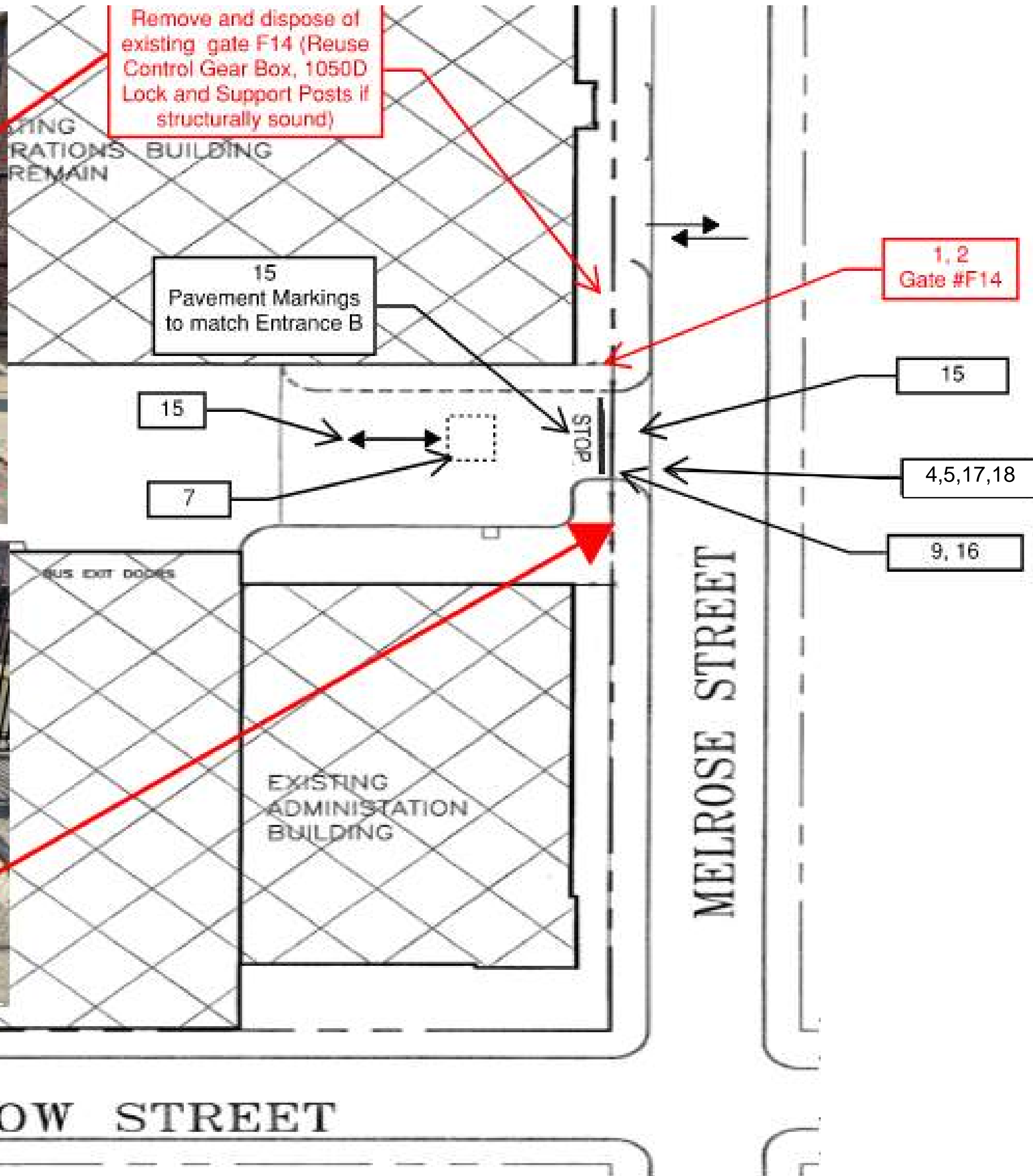
CHECKED BY:

DRAWING SECTION
GATE E11, E12, E13

C-205

ENTRANCE / EXIT E - 11,12,13 - 750 Elmwood Ave

Notes:
-Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
-Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
-Refer to Detail Drawings on A-101 thru A-108



LONGFELLOW STREET

MELROSE STREET

ENTRANCE / EXIT - GATE# F - 14,15 269 MELROSE PROVIDENCE RI

Notes:
 -Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
 -Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
 -Refer to Detail Drawings on A-101 thru A-108

PROJECT:
 PROJECT NAME: Security Gate Replacement
 PROJECT CODE: SECFEN
 ADDRESS: 269 MELROSE

REVISIONS	
NO.	DATE

DATE: 5/1/2023

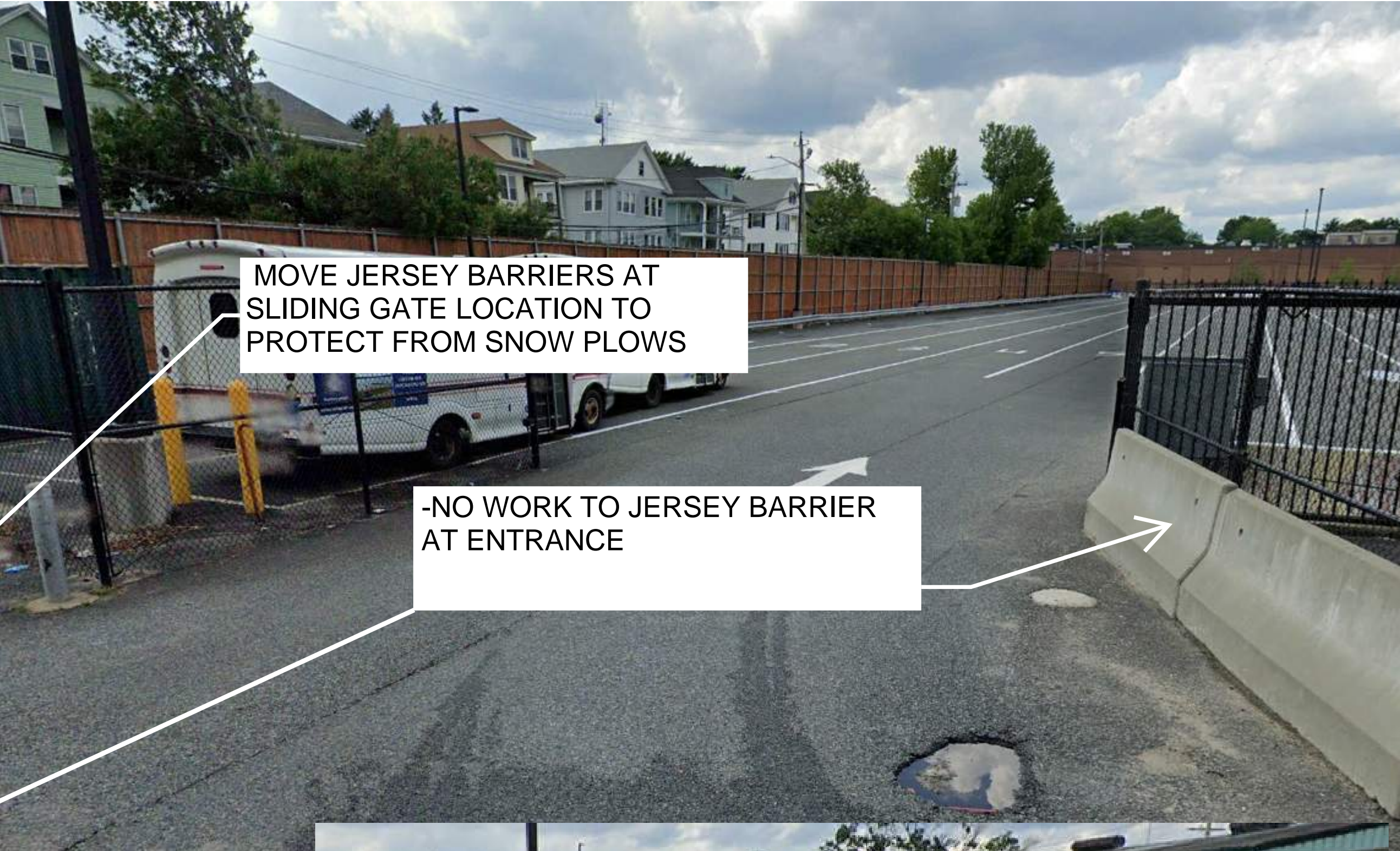
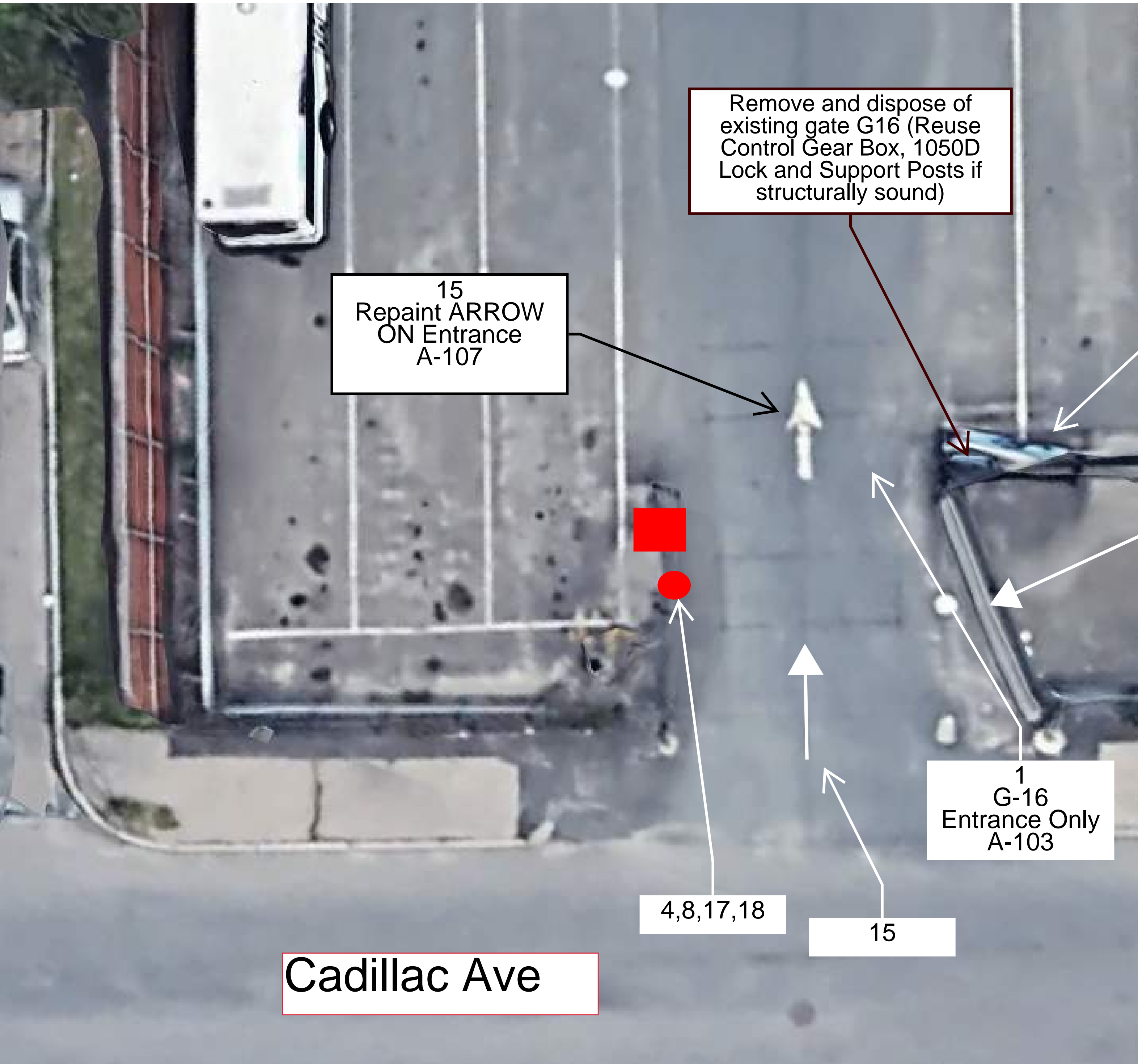
SCALE: DO NOT SCALE

DRAWN BY: JP

CHECKED BY:

DRAWING SECTION
 GATE F14

C206



Notes:
-Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
-Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
-Refer to Detail Drawings on A-101 thru A-108

ENTRANCE G - GATE# G16 RYDER LOT ENTRANCE FROM CADILLAC AVE PROVIDENCE RI

PROJECT: SEC FEN
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SEC FEN
ADDRESS: RIPTA Entrance G-16
CADILLAC AVE, PROVIDENCE, RI

REVISIONS		NO.		DATE		REVISION	

DATE: 5/1/2023

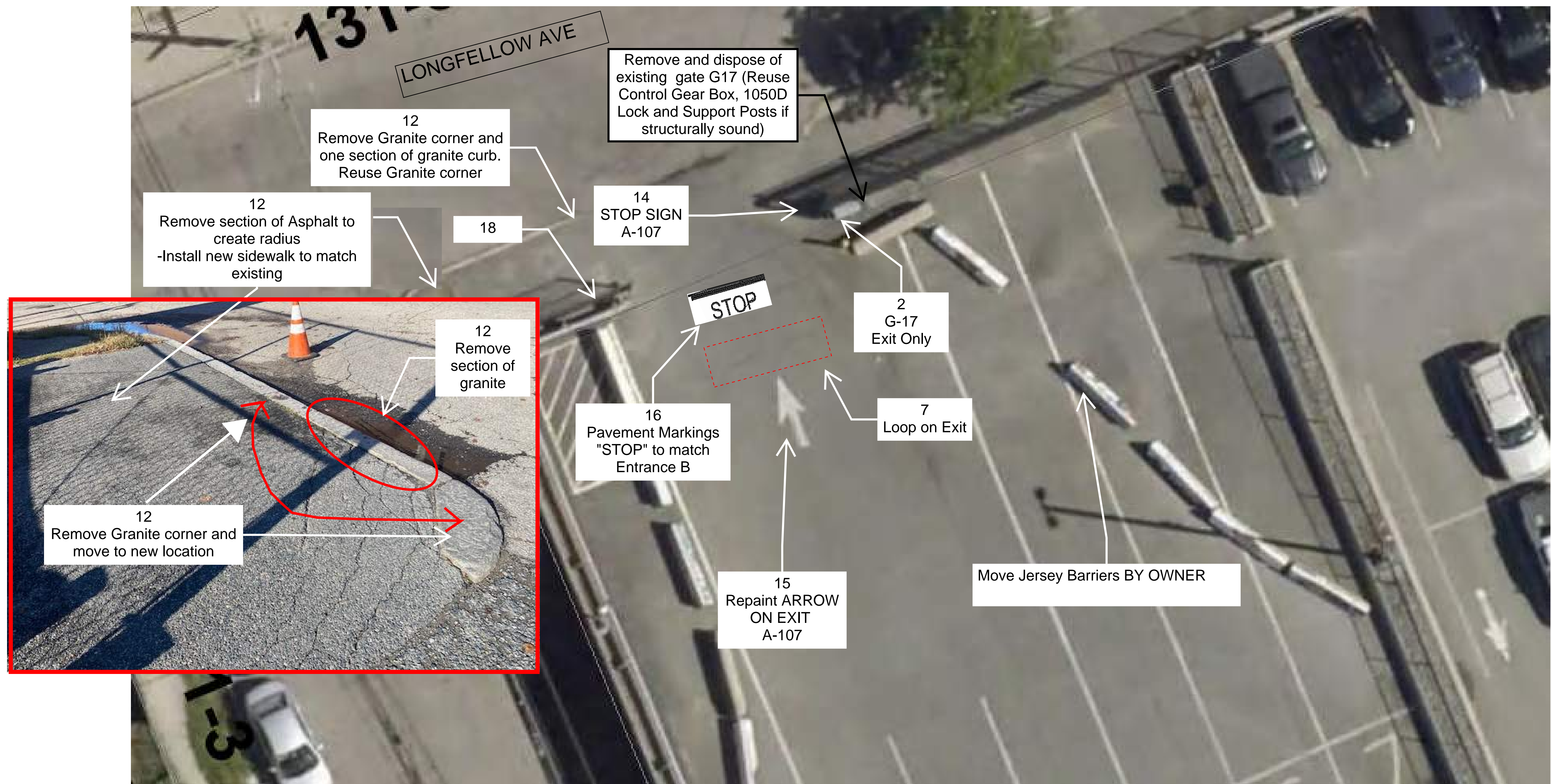
SCALE: DO NOT SCALE

DRAWN BY: JP

CHECKED BY:

DRAWING SECTION
GATE G-16

C-207



Notes:
-Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
-Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
-Refer to Detail Drawings on A-101 thru A-108

ENTRANCE G - GATE# G17 RYDER LOT EXIT TO LONGFELLOW AVE PROVIDENCE RI

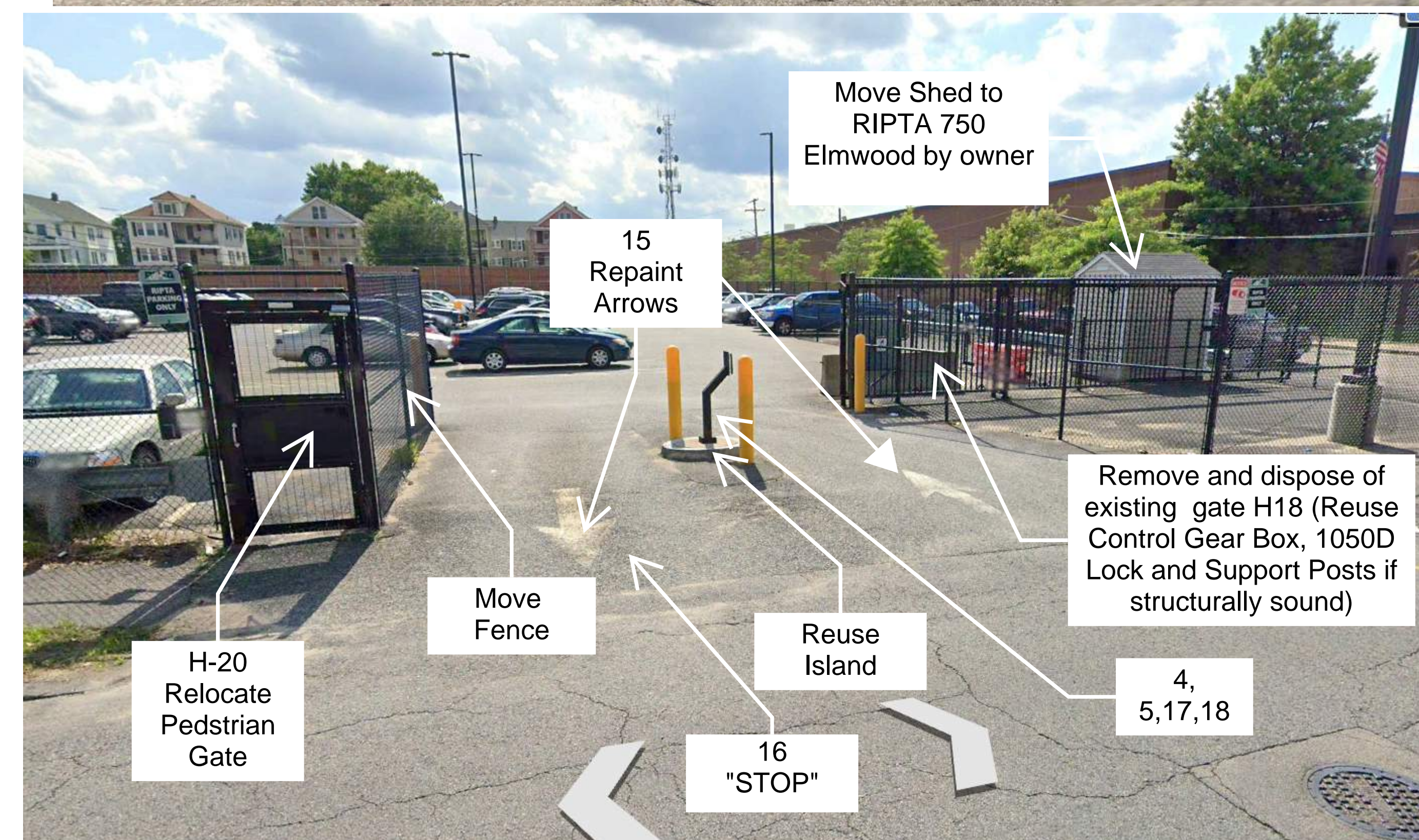
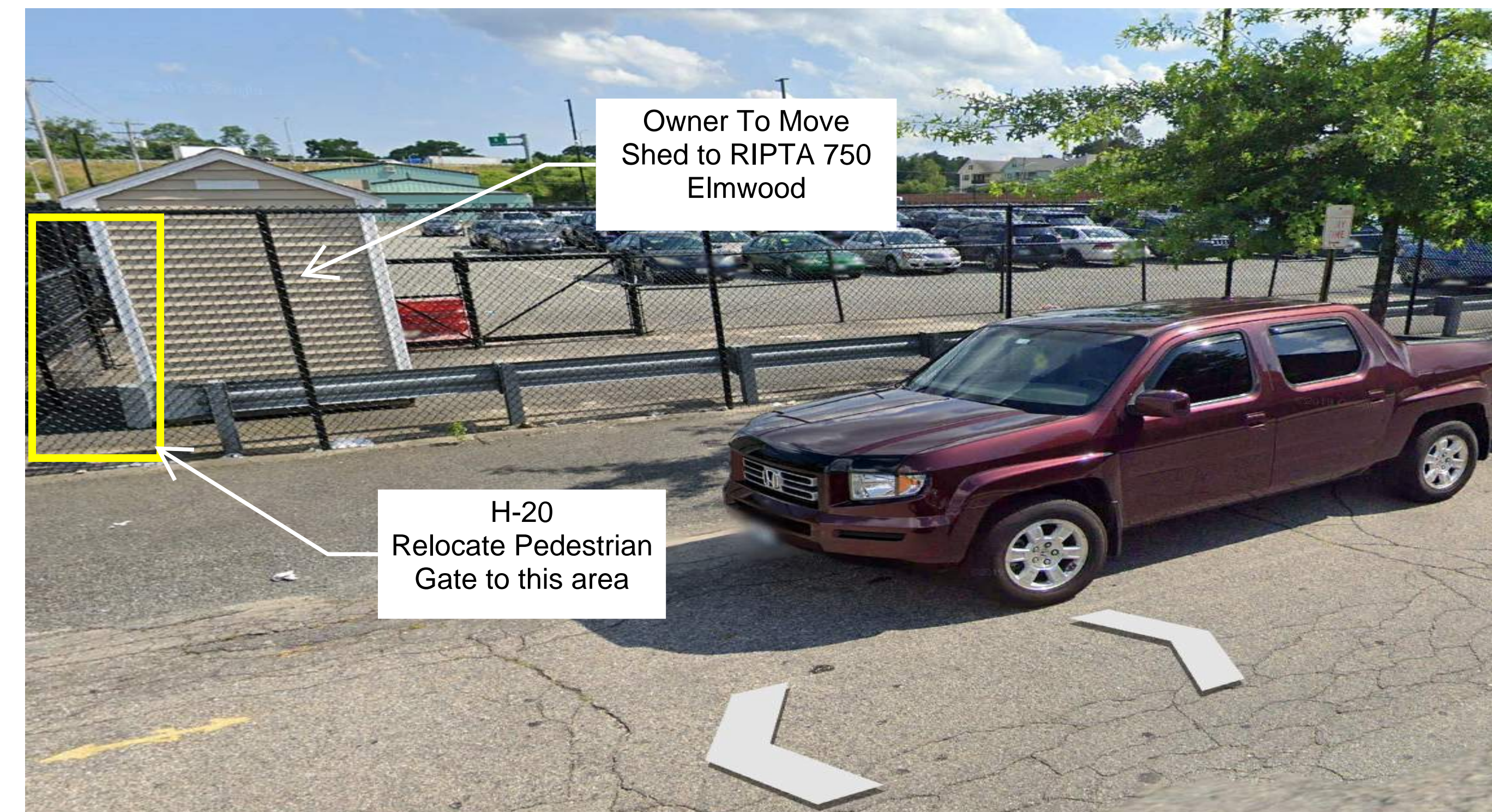
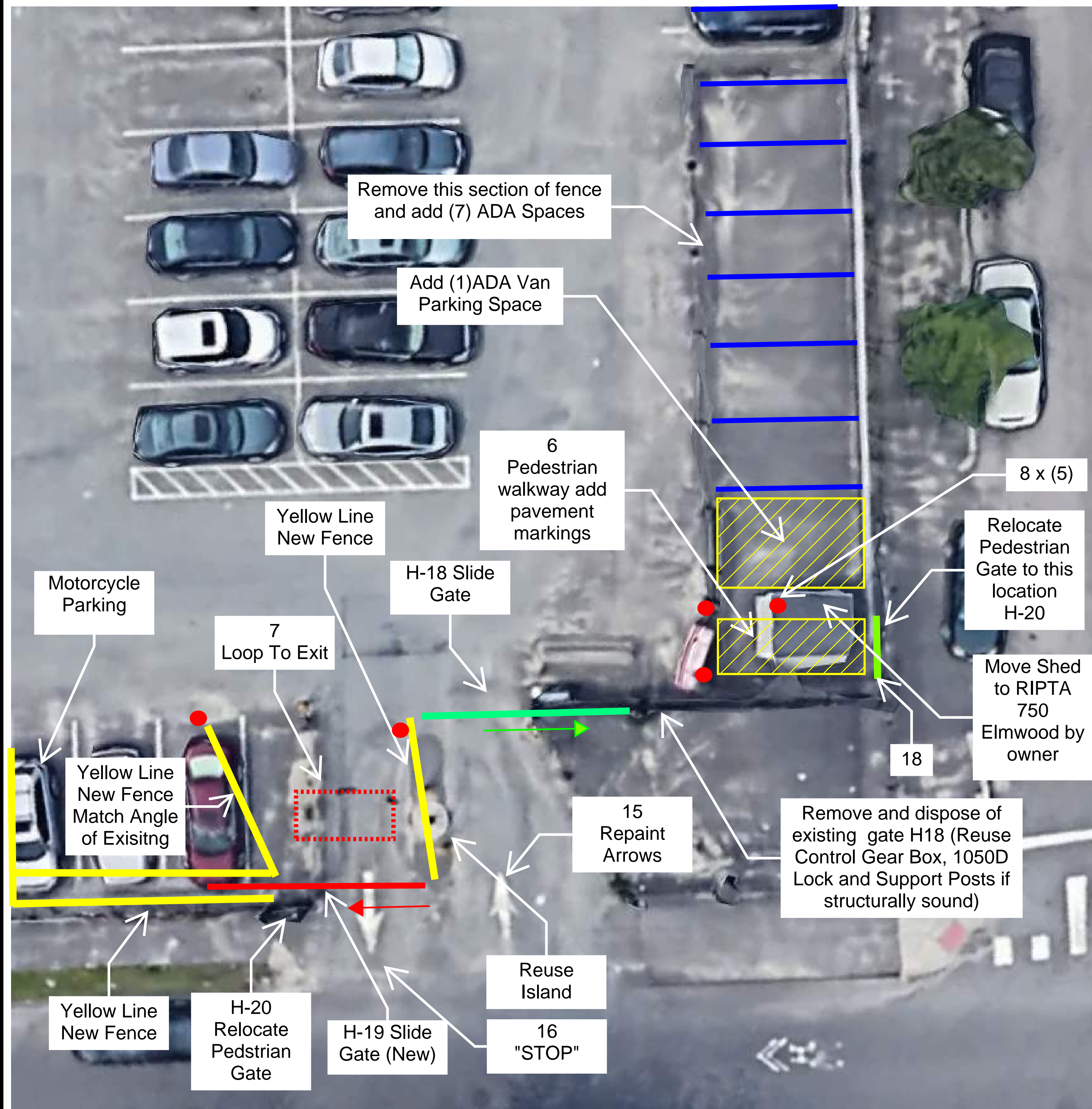


PROJECT: SECFFEN
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SECFFEN
ADDRESS: LONGFELLOW AVE

REVISIONS	
NO.	DATE

DATE: 5/1/2023
SCALE: DO NOT SCALE
DRAWN BY: JP
CHECKED BY:
DRAWING SECTION
GATE G17

C208



Notes:
 -Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
 -Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
 -Refer to Detail Drawings on A-101 thru A-108

ENTRANCE / EXIT H18, 19, 20 -Melrose Employee Parking

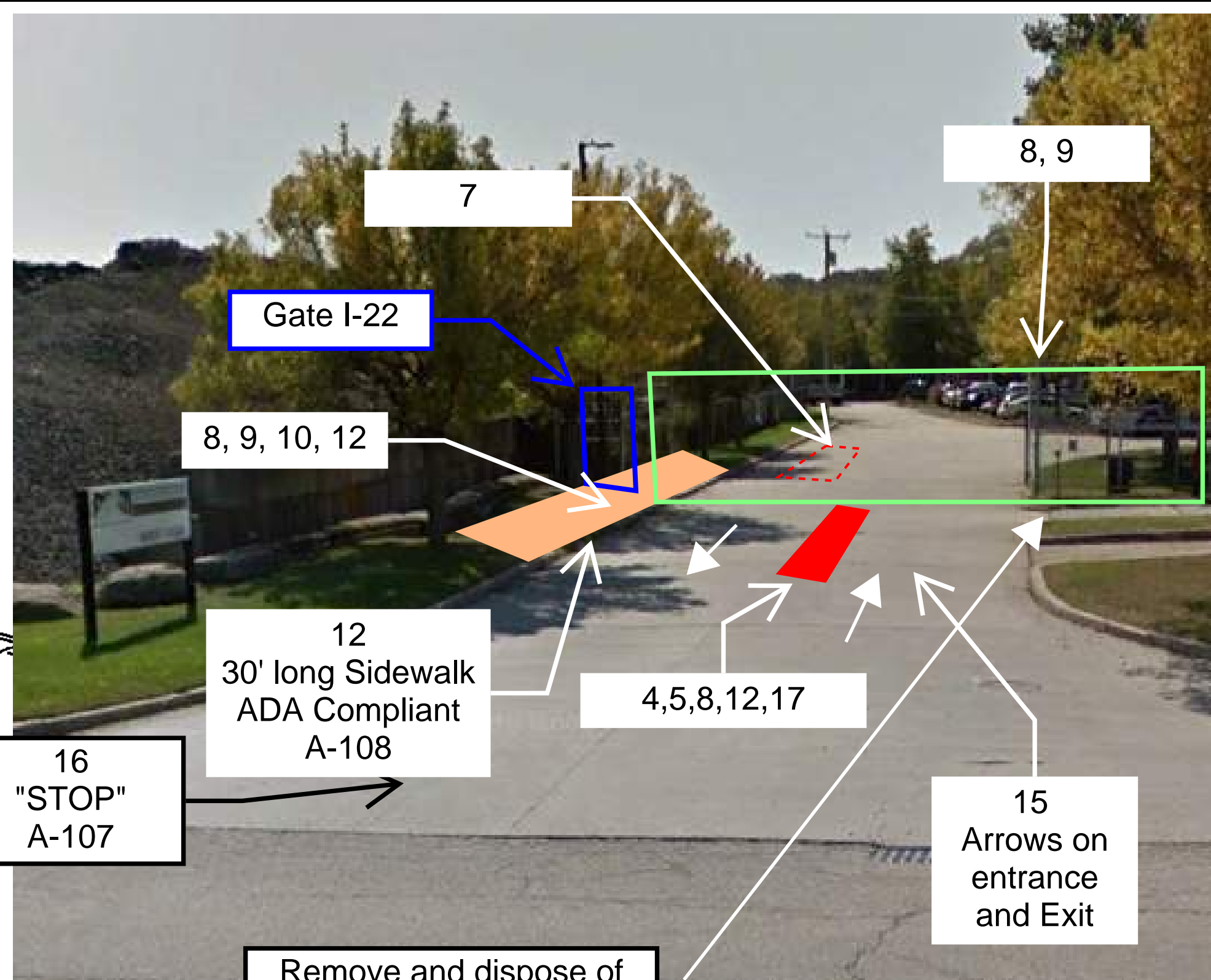
PROJECT: PROJECT NAME: Security Gate Replacement
 PROJECT CODE: SECFFEN
 ADDRESS: Corner Melrose and Longfellow Employee Parking

REV	DATE	REVISION

DATE: 5/1/2023
 SCALE: DO NOT SCALE
 DRAWN BY: JP
 CHECKED BY:
 DRAWING SECTION
 GATES H18, H19, H20

C209

Notes:
-Contractor to submit shop drawings and must be approved by RIPTA prior to releasing to manufacturing and installation.
-Drawing is for reference and general scope of work. All surveys and field verifications are the responsibility of the contractor
-Refer to Detail Drawings on A-101 thru A-108



11
Install fence to
match existing



RIPTA
RHODE ISLAND PUBLIC TRANSIT AUTHORITY

PROJECT: PROJECT 69
PROJECT NAME: Security Gate Replacement
PROJECT CODE: SEC FEN
ADDRESS: 350 CODDINGTON AVE NEWPORT / MIDDLETOWN

[illegible]

DATE: 5/1/2023

SCALE: DO NOT SCALE

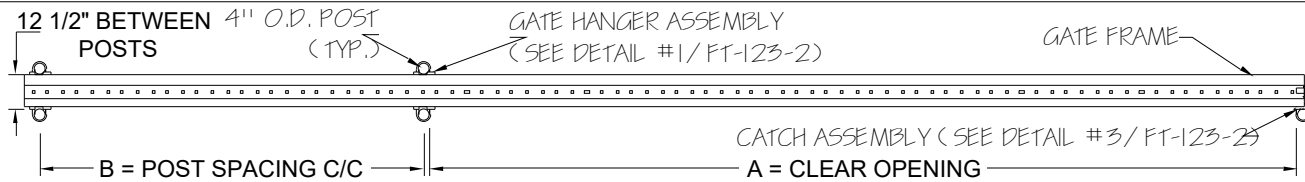
DRAWN BY: JP

CHECKED BY:

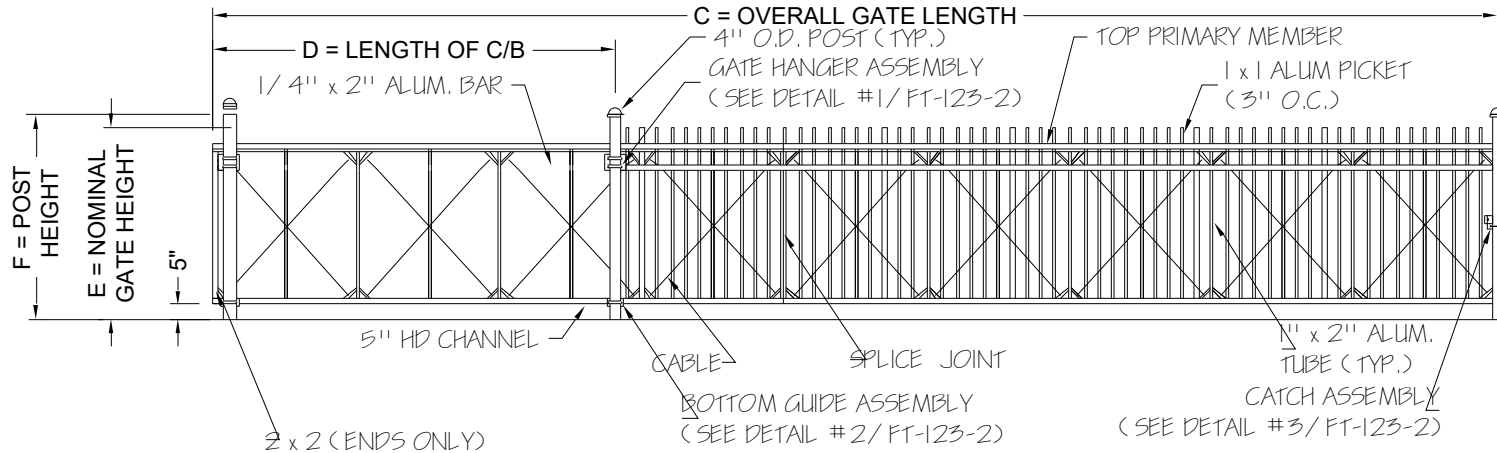
DRAWING SECTION

GATES I21, I22

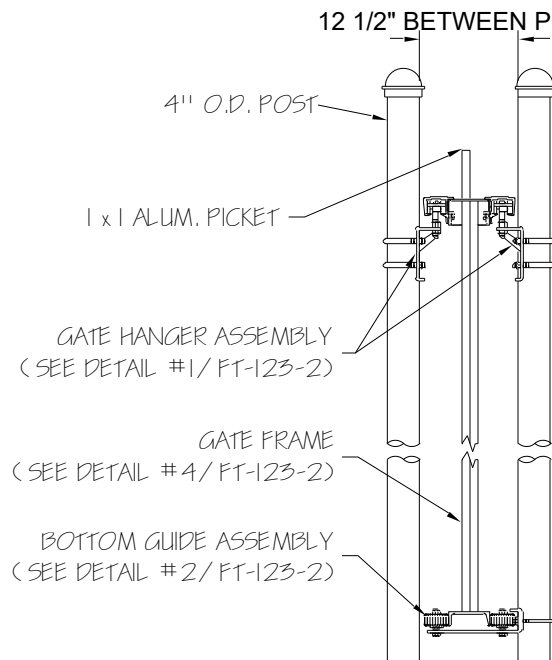
C210



1 **PLAN VIEW**
FT-123-1 Scale: None



2 **ELEVATION**
FT-123-1 Scale: None



3 **ASSEMBLY SECTION**
FT-123-1 Scale: None

NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.


NOMINAL GATE SIZE		
LEFT to Open		12'-7"w x 8'h
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	12'-7"
B	COUNTERBALANCE POST SPACING C/C	5'-6"
C	OVERALL GATE LENGTH	19'-0"
D	COUNTERBALANCE LENGTH	6'-5"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	

APPROVAL (To be completed by customer):

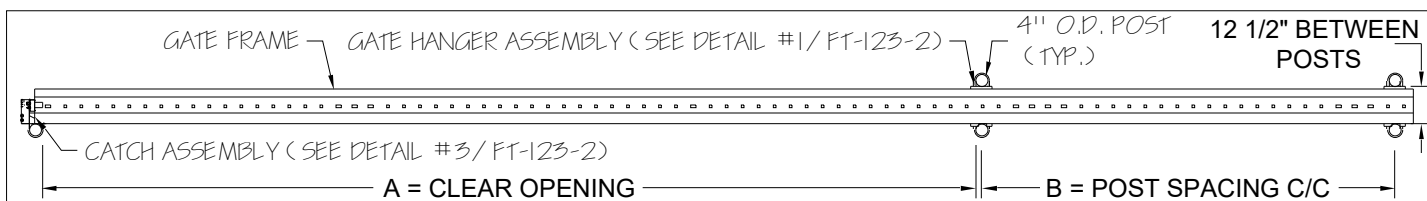
Name (Print): _____

Signature: _____ Date: _____

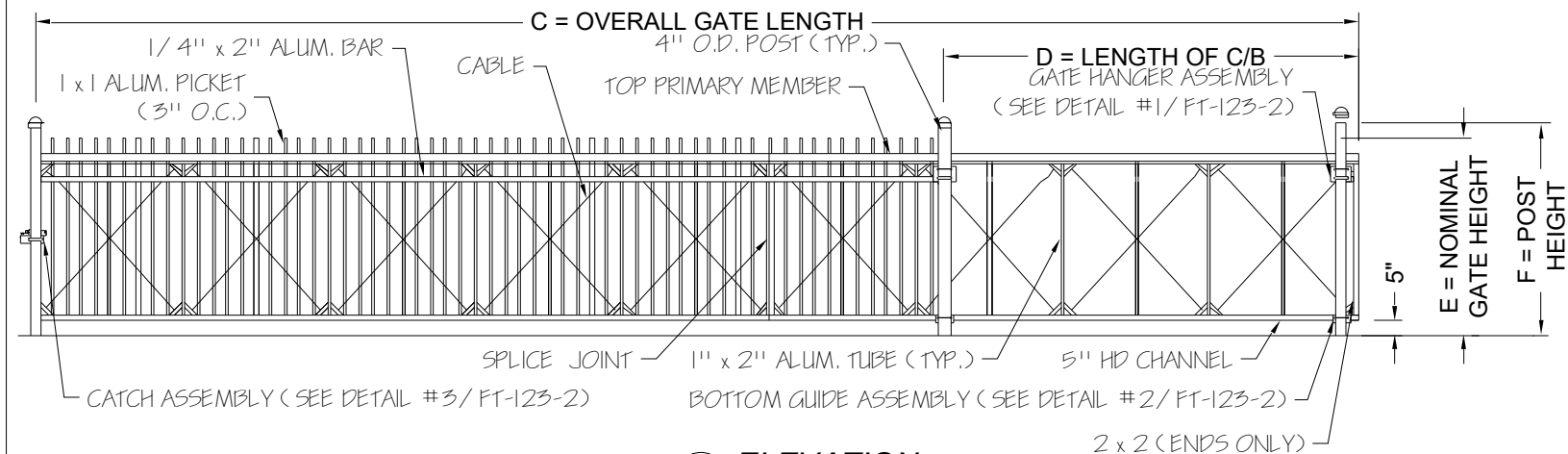
PROJECT: Heavy Duty Flat Top Picket SUBJECT: Flat Top Picket Structural Cantilever Slide Gate CONTRACTOR: ARCHITECT/ENGINEER: 	DIRECTOR/CAD FILE: Heavy Duty Flat Top Picket	SHEET NUMBER: 1 of 2	DRAWING NUMBER: FT123-1
	DRAWN BY: MNS	CHECKED BY: BGG	SCALE: As Noted
	DATE: 5/22/15	DATE: 5/22/15	REVISION LEVEL: RO
	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.		



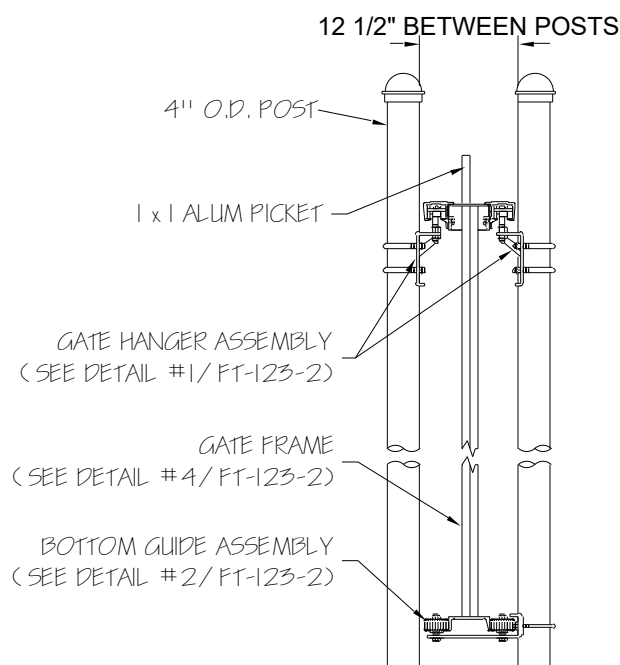
TYMETAL CORP.
 www.tymetal.com
 678 MILBUR AVENUE
 GREEN WICH, N.Y. 12834
 Ph: (800) 328-4283 - Fax: (518) 692-9404



1 **PLAN VIEW**
Scale: None



2 **ELEVATION**
Scale: None



3 **ASSEMBLY SECTION**
Scale: None

- NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS.
 2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.
 3. GATE FINISH IS POWDER COATED BLACK.

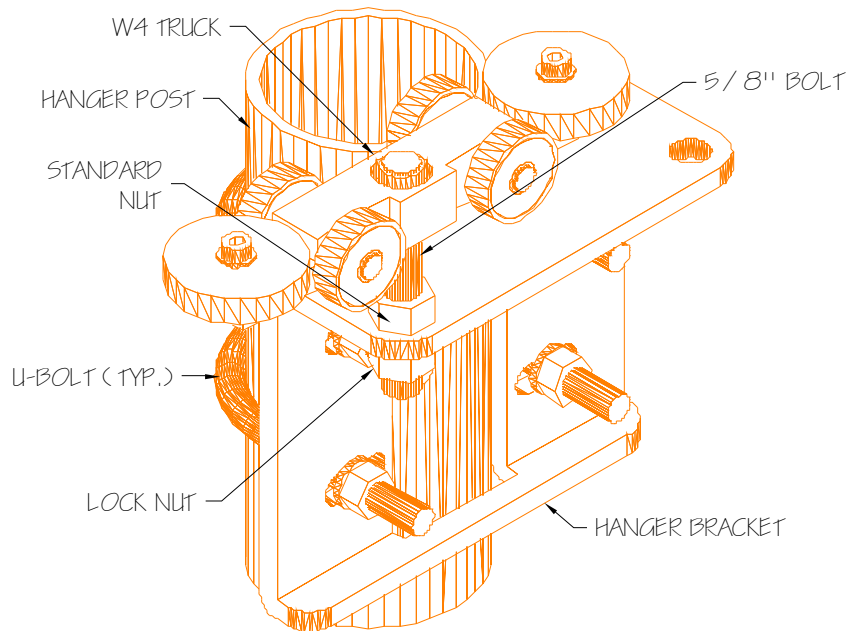
NOMINAL GATE SIZE		
RIGHT to Open		
12'-7"w x 8'h		
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	12'-7"
B	COUNTERBALANCE POST SPACING C/C	5'-6"
C	OVERALL GATE LENGTH	19'-0"
D	COUNTERBALANCE LENGTH	6'-5"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	

APPROVAL (To be completed by customer):

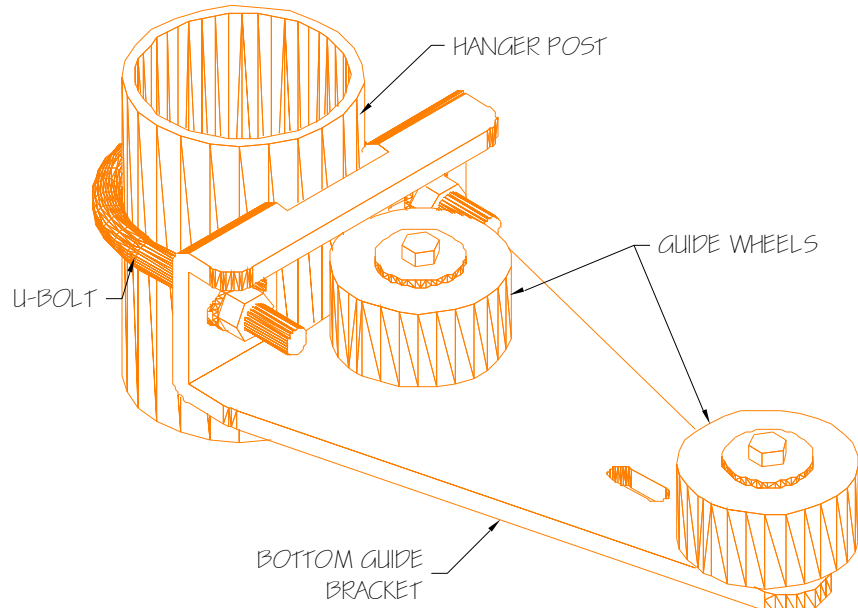
Name (Print): _____

Signature: _____ Date: _____

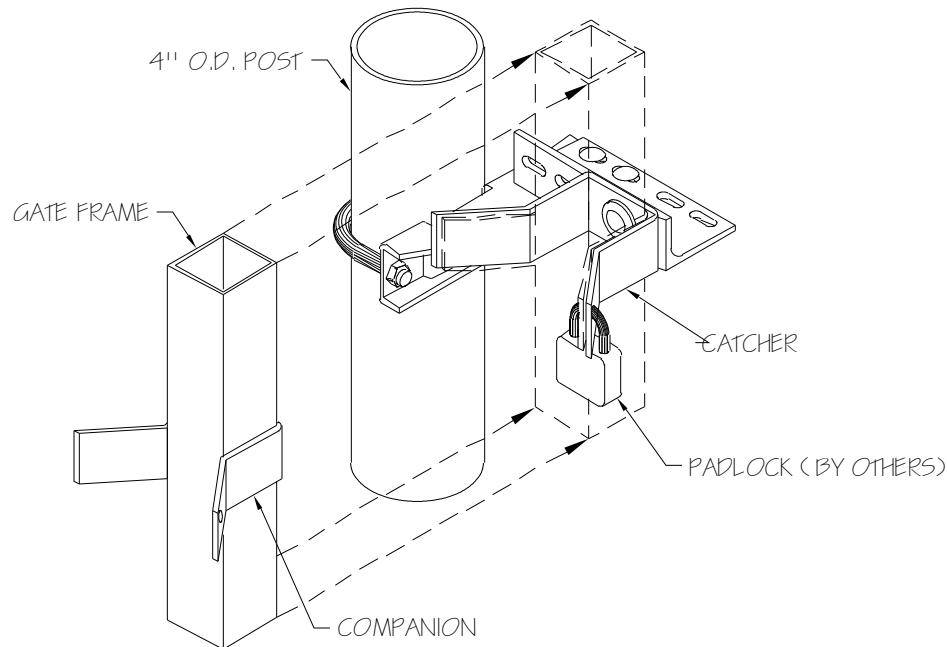
TYMETAL CORP. www.tymetal.com 678 MILBUR AVENUE GREEN WICH, N.Y. 12834 Ph: (800) 328-4283 - Fax: (518) 692-9404	PROJECT: Heavy Duty Flat Top FT119 R1 SUBJECT: 5 Flat Top Picket Structural Cantilever Slide Gate CONTRACTOR:	DRAWN BY: MNS DATE: 5/26/15 CHECKED BY: BGG DATE: 5/26/15 SCALE: As Noted REVISION LEVEL: RO	DIRECTOR/CAD FILE: Heavy Duty Flat Top FT119 R1 SHEET NUMBER: 1 of 2 DRAWING NUMBER: FT123-1R
	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.		
	APPROVAL (To be completed by customer): Name (Print): _____ Signature: _____ Date: _____		
	NOTES: 1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. 2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN. 3. GATE FINISH IS POWDER COATED BLACK.		



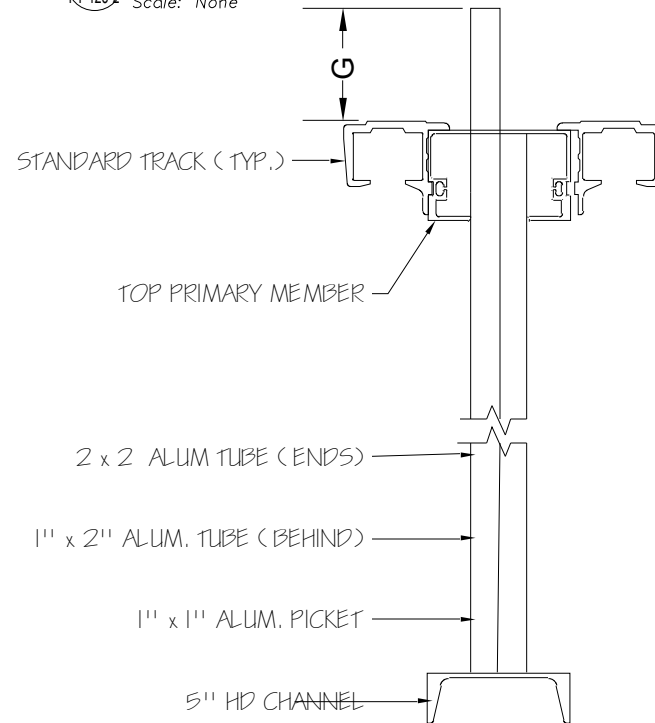
1 GATE HANGER ASSEMBLY
 FT-123-2 Scale: None



2 BOTTOM GUIDE ASSEMBLY
 FT-123-2 Scale: None

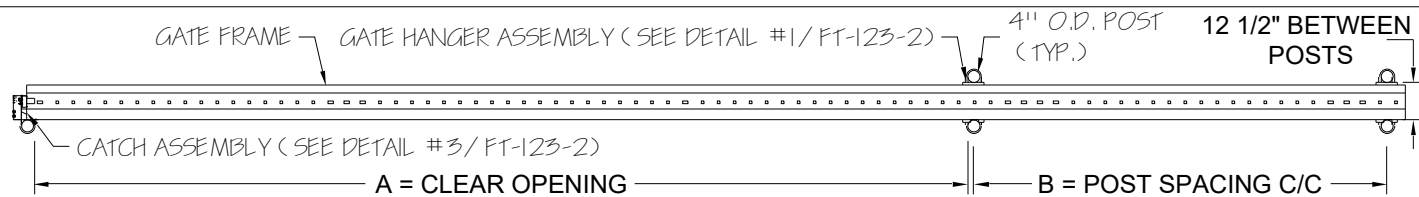


3 CATCH ASSEMBLY
 FT-123-2 Scale: None

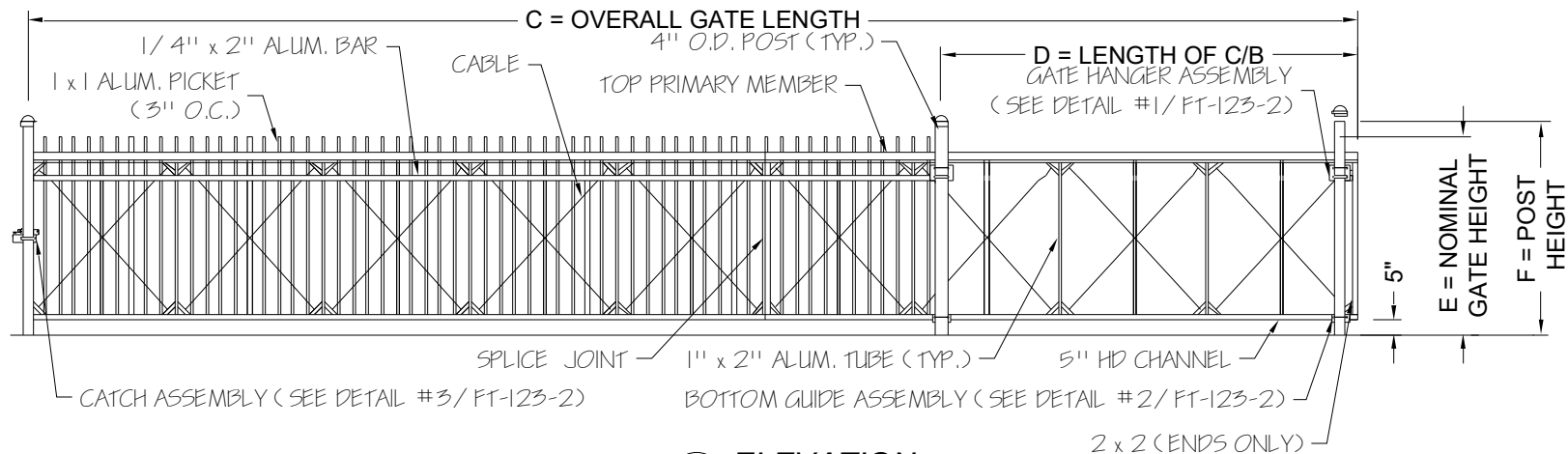


4 GATE FRAME SECTION
 FT-123-2 Scale: None

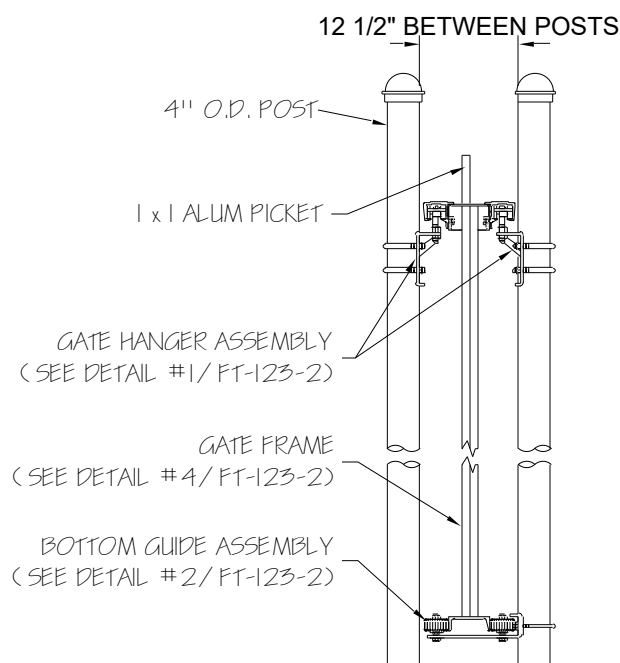
PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited. TYMETAL CORP. www.tymetal.com 678 MILBUR AVENUE GREENWICH, N.Y. 12834 PH: (800) 328-4283 - FX: (518) 692-9404	DRAWN BY: MNS DATE: 5/22/15	PROJECT: Heavy Duty Flat Top Picket	DIRECTORY/CAD FILE: Heavy Duty Flat Top Picket
	CHECKED BY: BGG DATE: 5/22/15	SUBJECT: Structural Cantilever Slide	SHEET NUMBER: Side 1 of 2
	SCALE: As Noted	CONTRACTOR: FT123-2	DRAWING NUMBER: FT123-2
	REVISION LEVEL: RO	ARCHITECT/ENGINEER:	



1 **PLAN VIEW**
Scale: None



2 **ELEVATION**
Scale: None



3 **ASSEMBLY SECTION**
Scale: None

- NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS.
 2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.
 3. GATE FINISH IS POWDER COATED BLACK.

NOMINAL GATE SIZE		
RIGHT to Open		
15'w x 8'h		
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	15'-0"
B	COUNTERBALANCE POST SPACING C/C	6'-7"
C	OVERALL GATE LENGTH	22'-6"
D	COUNTERBALANCE LENGTH	7'-6"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	

APPROVAL (To be completed by customer):

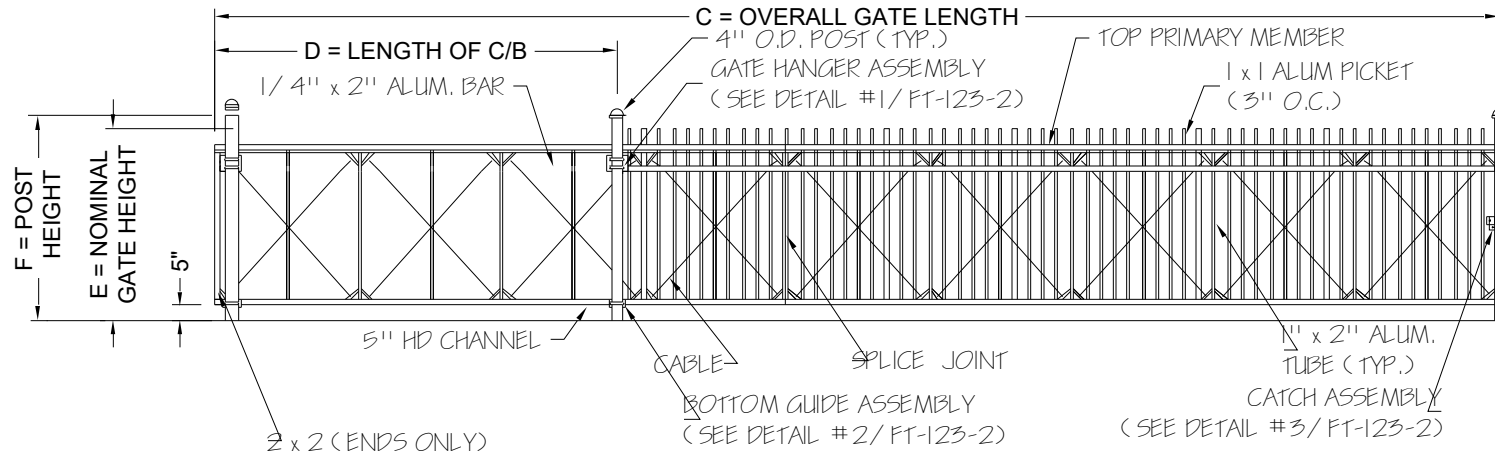
Name (Print): _____

Signature: _____ Date: _____

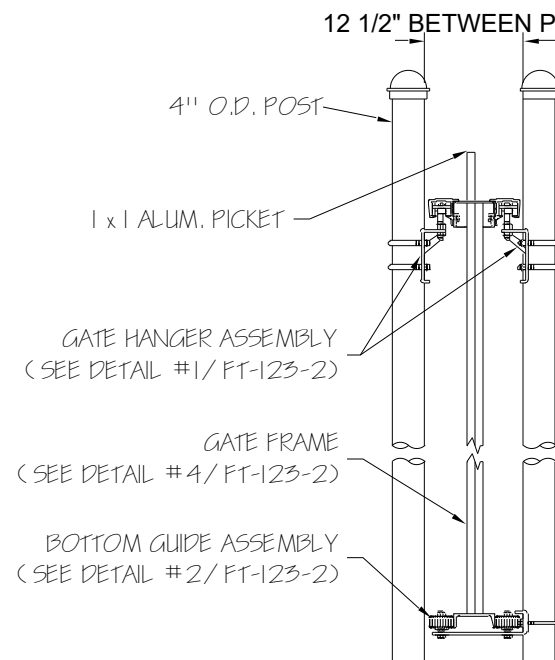
TYMETAL CORP. www.tymetal.com 678 MILBUR AVENUE GREEN WICH, N.Y. 12834 Ph: (800) 328-4283 - Fax: (518) 692-9404	PROJECT: _____ SUBJECT: _____ CONTRACTOR: _____ ARCHITECT/ENGINEER: _____	DIRECTOR/CAD FILE: Heavy_Duty_Flat_Top_FT119.Rvt SHEET NUMBER: _____ DRAWING NUMBER: FT123-1R	
	DRAWN BY: MNS DATE: 5/26/15 CHECKED BY: BGG DATE: 5/26/15 SCALE: As Noted REVISION LEVEL: RO	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.	5 Flat Top Picket Structural Cantilever Slide Gate



1 **PLAN VIEW**
FT-123-1 Scale: None



2 **ELEVATION**
FT-123-1 Scale: None



3 **ASSEMBLY SECTION**
FT-123-1 Scale: None

- NOTES:**
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
 2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.

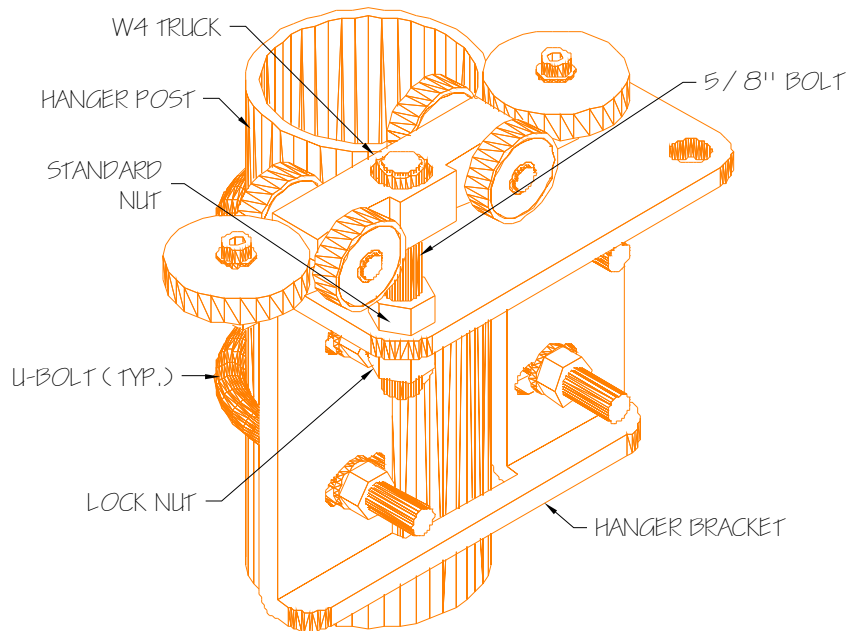
NOMINAL GATE SIZE		
LEFT to Open		15'w x 8'h
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	15'-0"
B	COUNTERBALANCE POST SPACING C/C	6'-7"
C	OVERALL GATE LENGTH	22'-6"
D	COUNTERBALANCE LENGTH	7'-6"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	

APPROVAL (To be completed by customer):

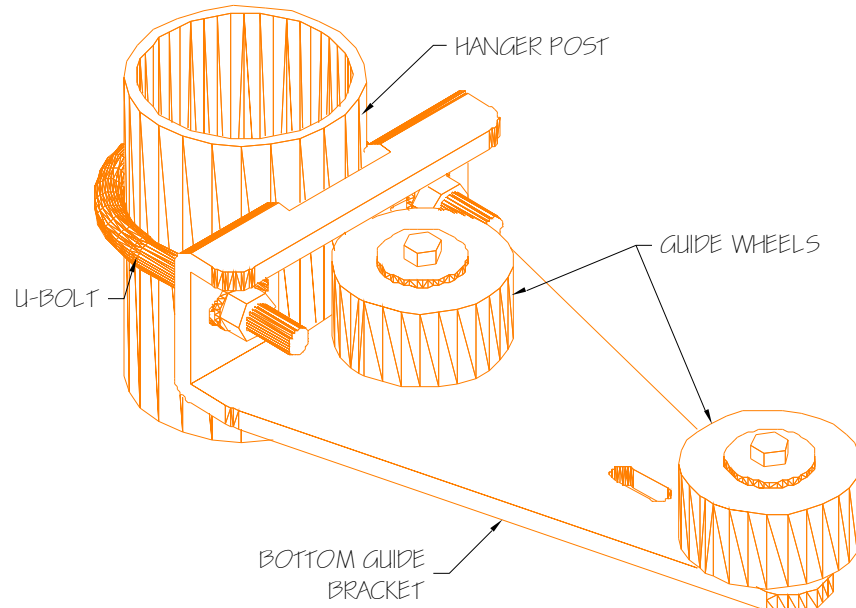
Name (Print): _____

Signature: _____ Date: _____

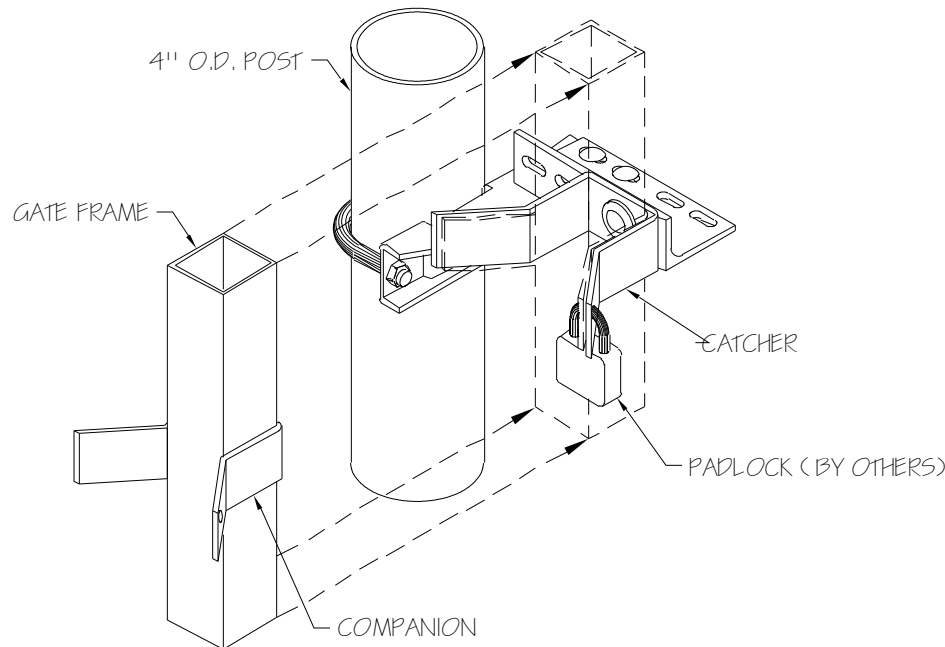
PROJECT: Heavy Duty Flat Top Picket SUBJECT: Flat Top Picket Structural Cantilever Slide Gate CONTRACTOR: ARCHITECT/ENGINEER: 	DIRECTOR/CAD FILE: Heavy Duty Flat Top Picket SHEET NUMBER: Slide Gate DRAWING NUMBER: FT123-11
	DRAWN BY: MNS DATE: 5/22/15 CHECKED BY: BGG DATE: 5/22/15 SCALE: As Noted REVISION LEVEL: RO
	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.
	TYMETAL CORP. www.tymetal.com 678 MILBUR AVENUE GREEN WICH, N.Y. 12834 Ph: (800) 328-4283 - Fax: (518) 692-9404



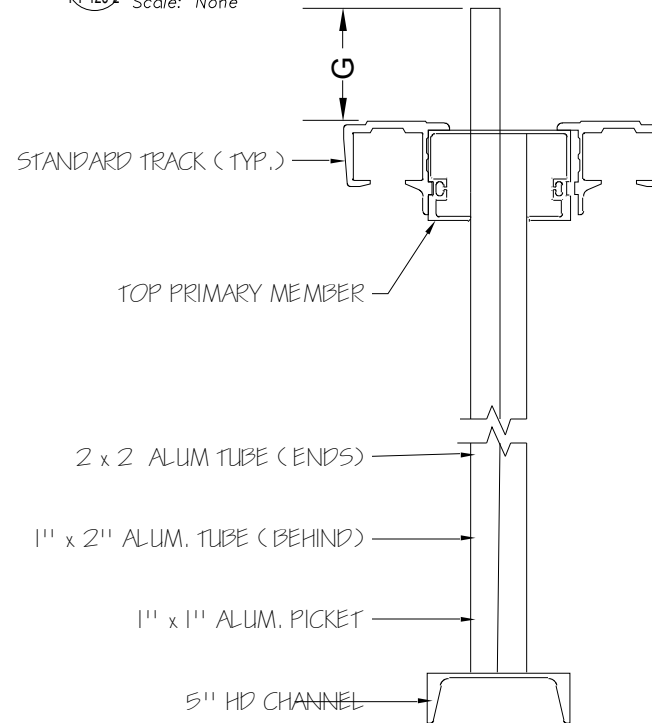
1 GATE HANGER ASSEMBLY
 FT-123-2 Scale: None



2 BOTTOM GUIDE ASSEMBLY
 FT-123-2 Scale: None

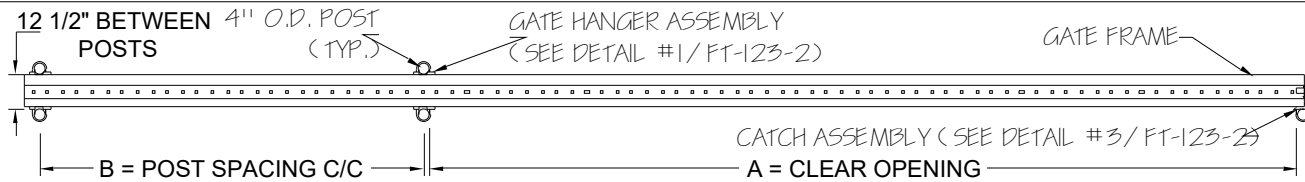


3 CATCH ASSEMBLY
 FT-123-2 Scale: None

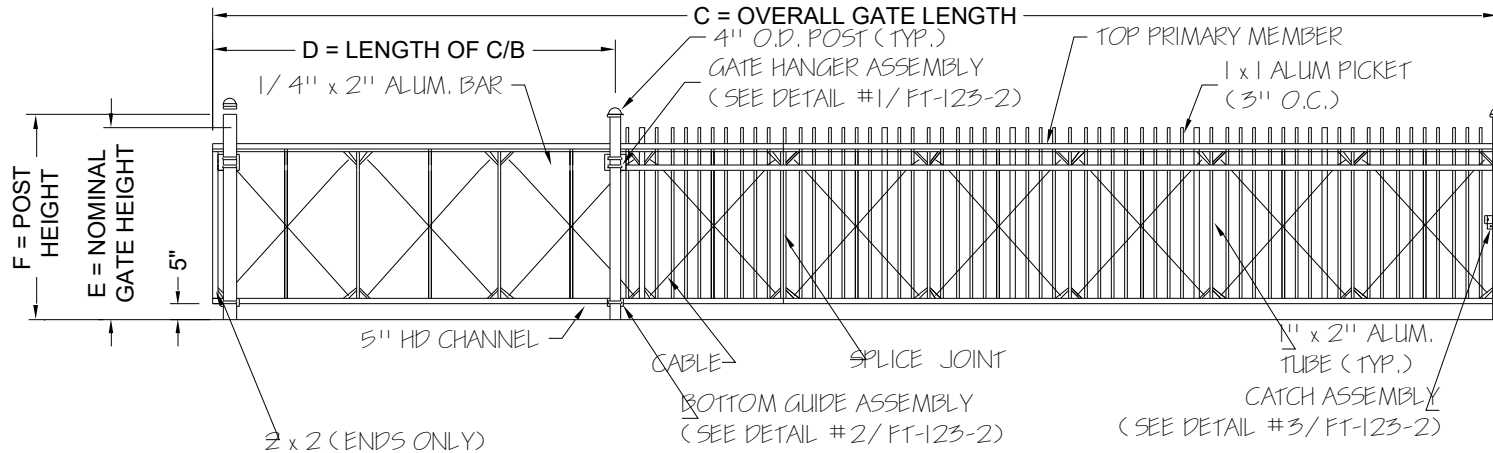


4 GATE FRAME SECTION
 FT-123-2 Scale: None

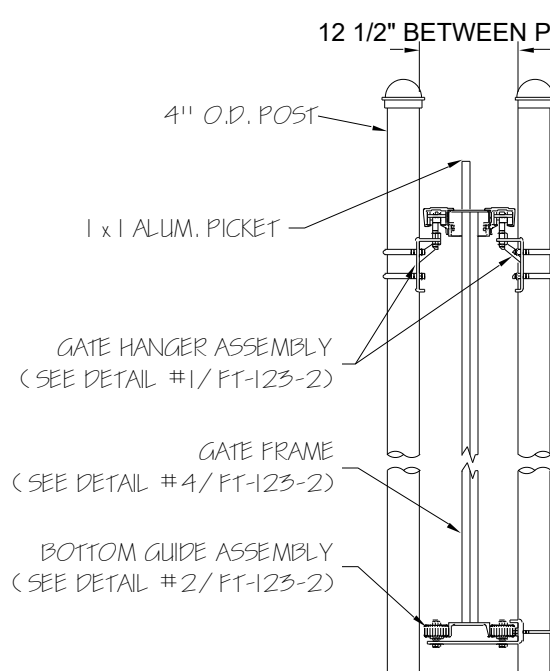
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	CHECKED BY: BGG DATE: 5/22/15	SUBJECT: Structural Cantilever Slide	SHEET NUMBER: Side 1 of 2
	SCALE: As Noted	CONTRACTOR: FT123-2	DRAWING NUMBER: FT123-2
	REVISION LEVEL: RO	ARCHITECT/ENGINEER: FT123-2	



PLAN VIEW
Scale: None



ELEVATION
Scale: None



ASSEMBLY SECTION
Scale: None

NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.

NOMINAL GATE SIZE		
LEFT to Open		20'w x 8'h
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	20'-0"
B	COUNTERBALANCE POST SPACING C/C	9'-1"
C	OVERALL GATE LENGTH	30'-0"
D	COUNTERBALANCE LENGTH	10'-0"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	
APPROVAL (To be completed by customer):		
Name (Print): _____		
Signature: _____ Date: _____		

PROJECT: Heavy Duty Flat Top Picket

SUBJECT: Structural Cantilever Slide Gate

CONTRACTOR: FT123-11

ARCHITECT/ENGINEER:

DRAWN BY: MNS

CHECKED BY: BGG

DATE: 5/22/15

DATE: 5/22/15

SCALE: As Noted

REVISION LEVEL: RO

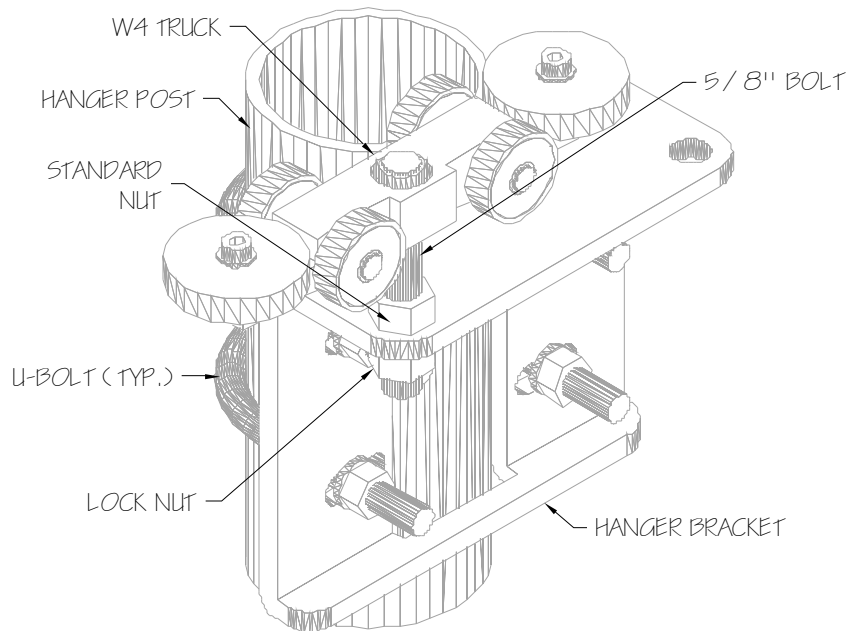
PROPRIETARY & CONFIDENTIAL

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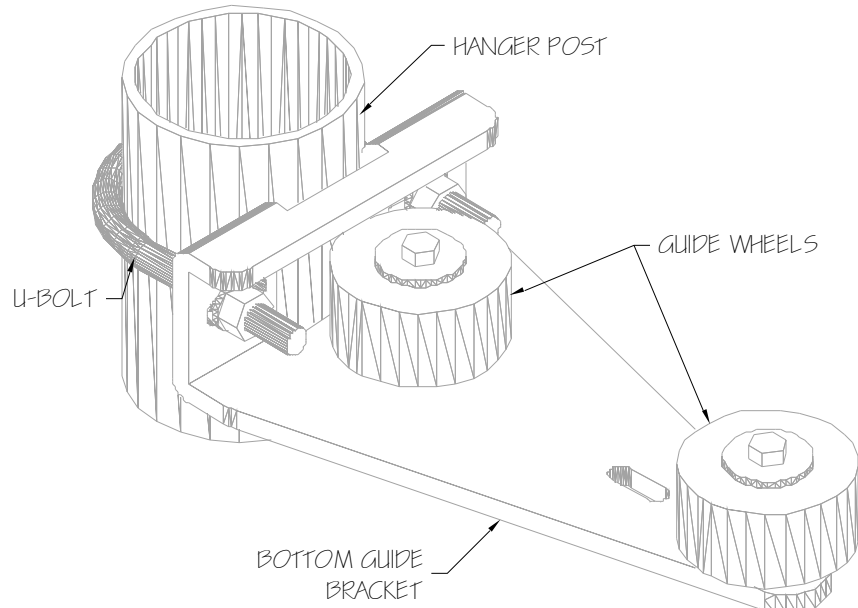
TYMETAL CORP.

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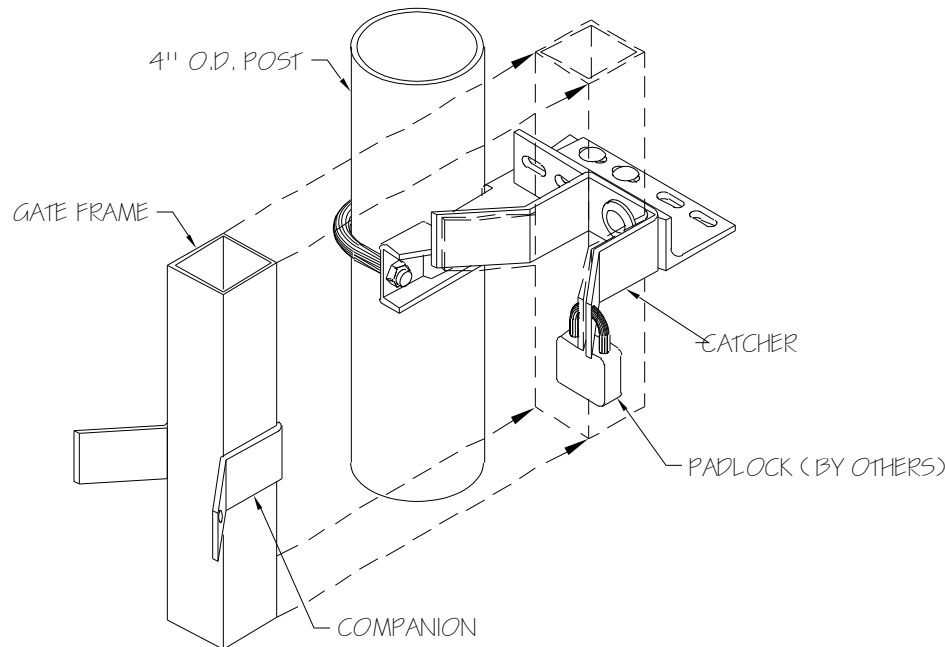
678 MILBUR AVENUE
GREEN WICH, N.Y. 12834
Ph: (800) 328-4283 - Fax: (518) 692-9404



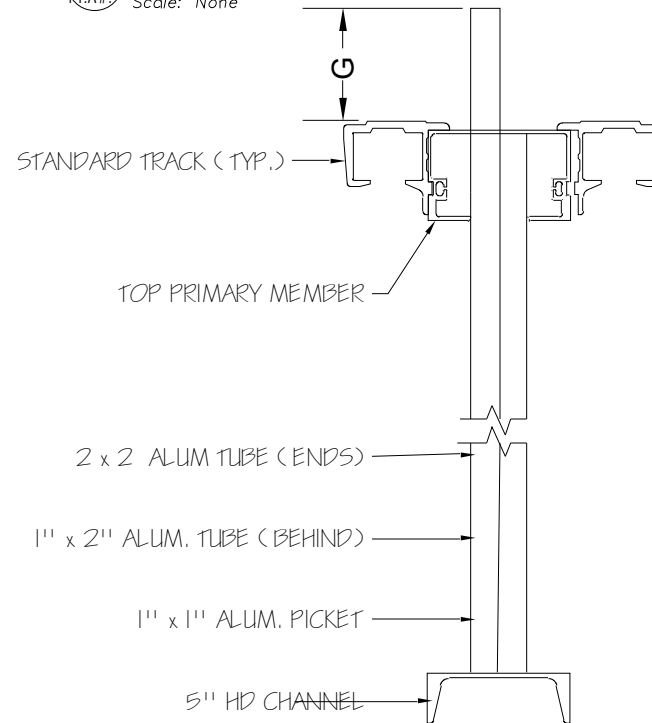
GATE HANGER ASSEMBLY
Scale: None



BOTTOM GUIDE ASSEMBLY
Scale: None



CATCH ASSEMBLY
Scale: None

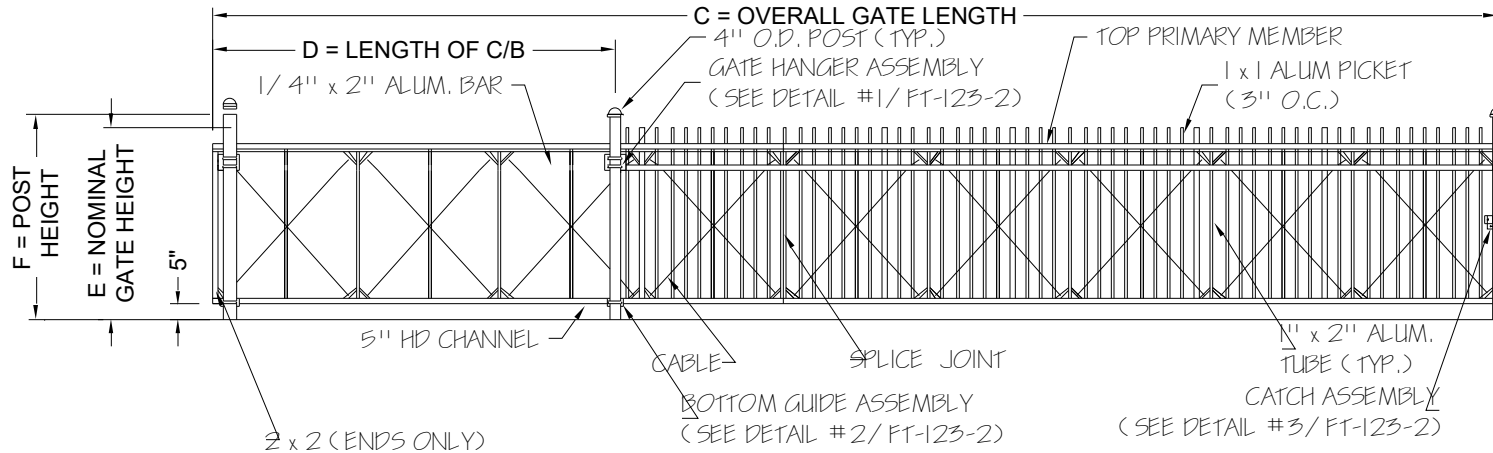


GATE FRAME SECTION
Scale: None

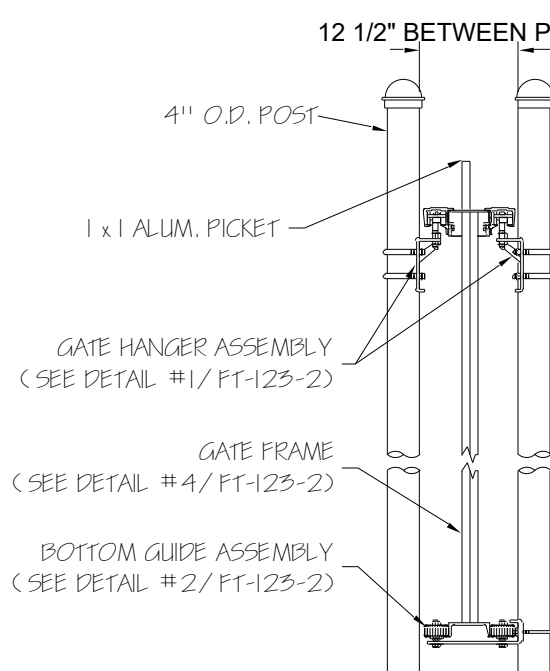
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	CHECKED BY: BGG DATE: 5/22/15	SUBJECT: Structural Cantilever Slide	SHEET NUMBER: 1 of 2
	SCALE: As Noted	CONTRACTOR: FT123-2	DRAWING NUMBER: FT123-2
	REVISION LEVEL: RO	ARCHITECT/ENGINEER:	



PLAN VIEW
Scale: None



ELEVATION
Scale: None



ASSEMBLY SECTION
Scale: None

NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.

NOMINAL GATE SIZE		
LEFT to Open		26'w x 8'h
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	26'-0"
B	COUNTERBALANCE POST SPACING C/C	12'-1"
C	OVERALL GATE LENGTH	39'-0"
D	COUNTERBALANCE LENGTH	13'-0"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	

APPROVAL (To be completed by customer):

Name (Print): _____

Signature: _____ Date: _____

PROJECT: Heavy Duty Flat Top Picket

SUBJECT: Structural Cantilever Slide Gate

CONTRACTOR: FT123-11

ARCHITECT/ENGINEER:

DRAWN BY: MNS

CHECKED BY: BGG

DATE: 5/22/15

DATE: 5/22/15

SCALE: As Noted

REVISION LEVEL: RO

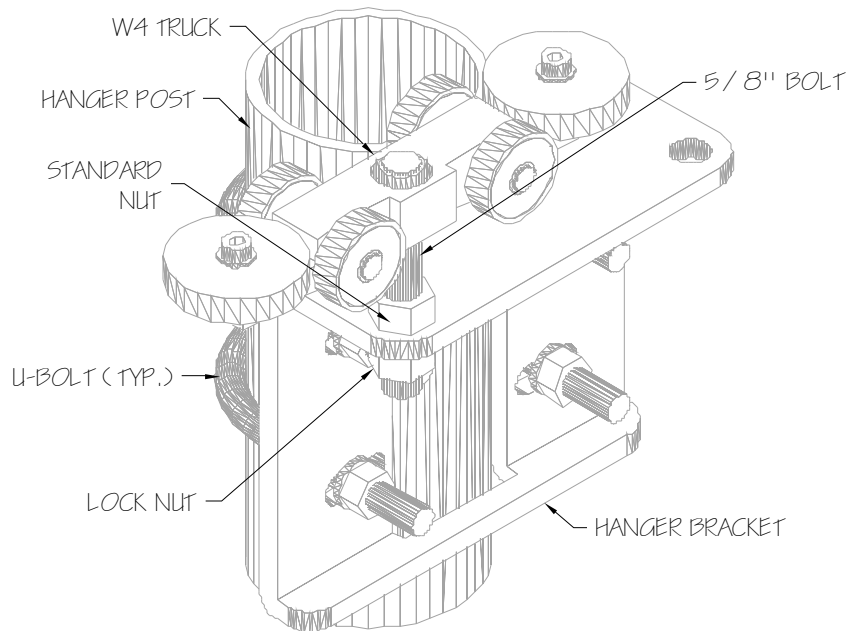
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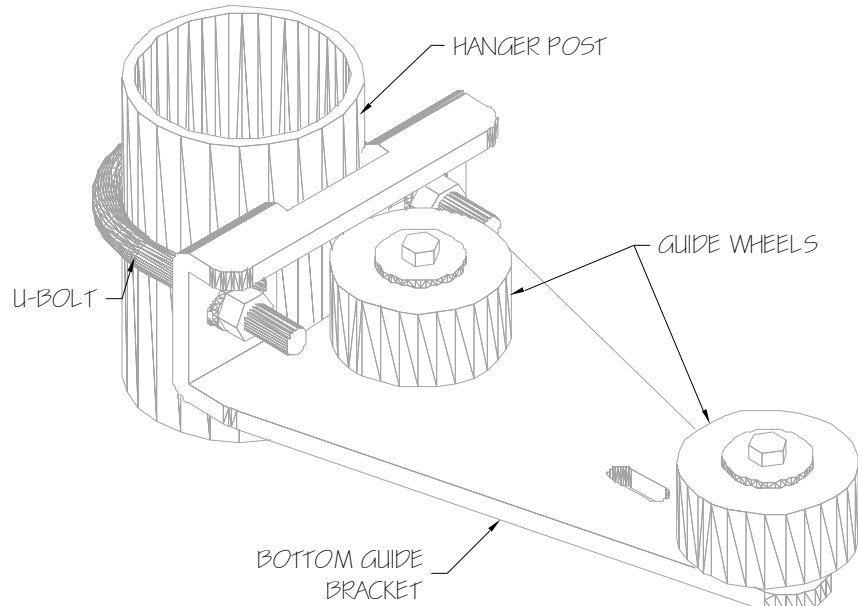
TYMETAL CORP.

www.tymetal.com

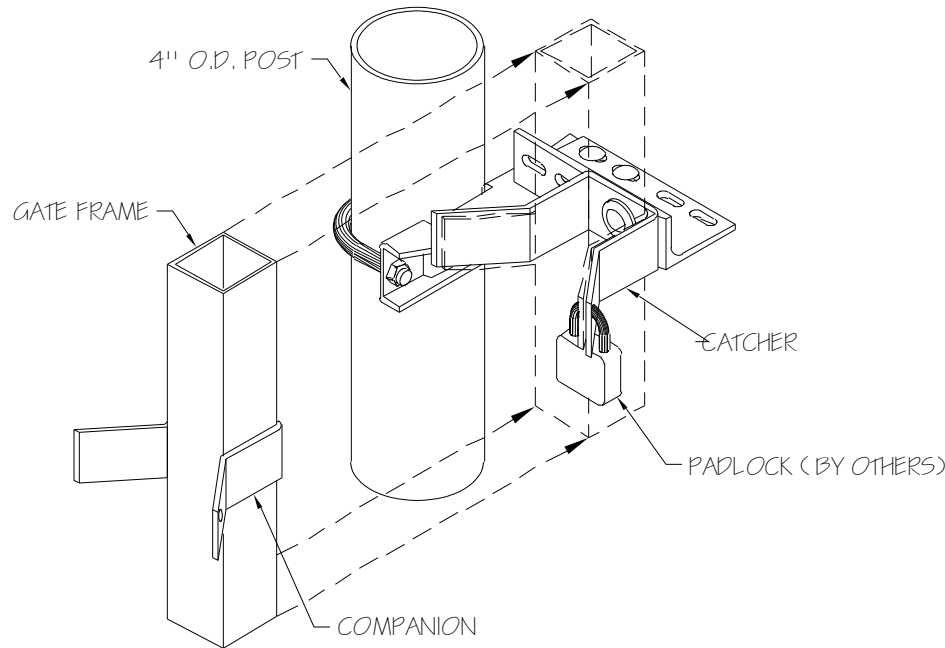
678 MILBUR AVENUE
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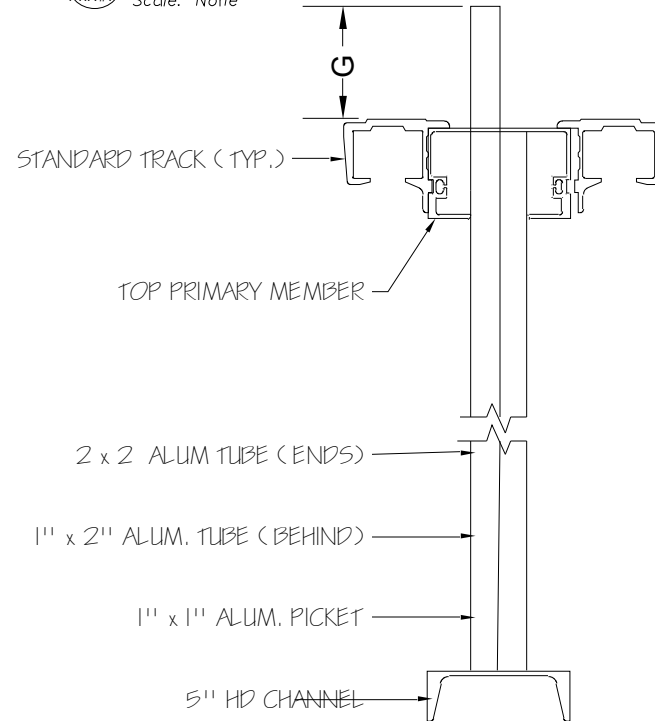
GATE HANGER ASSEMBLY
Scale: None



BOTTOM GUIDE ASSEMBLY
Scale: None

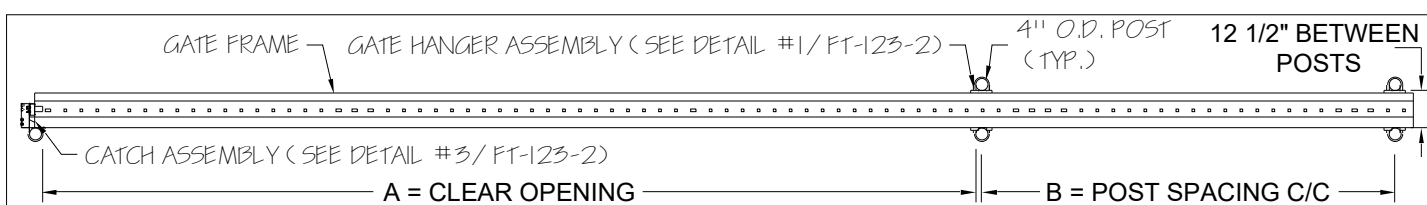


CATCH ASSEMBLY
Scale: None

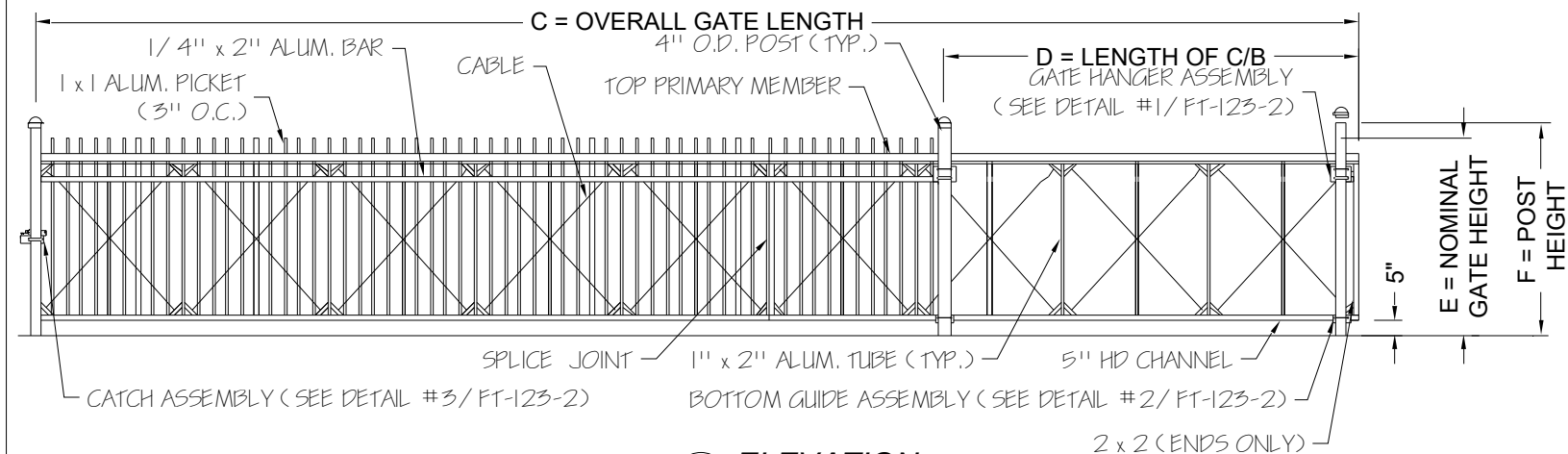


GATE FRAME SECTION
Scale: None

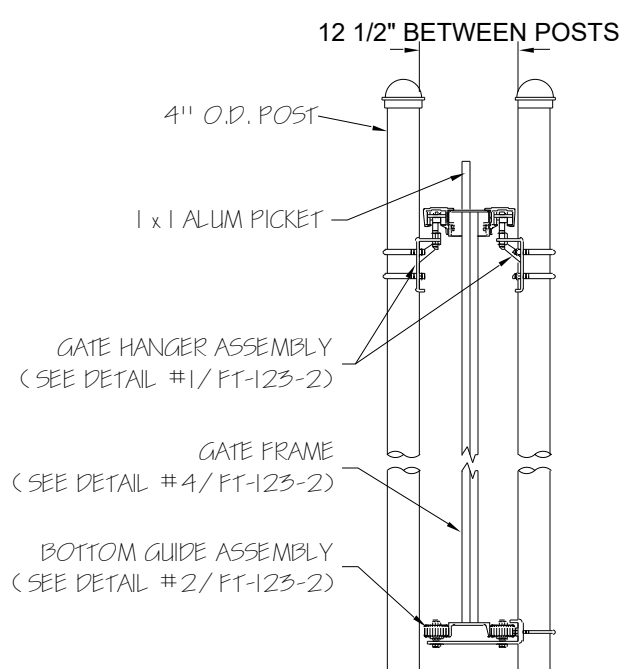
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	CHECKED BY: BGG DATE: 5/22/15	SUBJECT: Structural Cantilever Slide	SHEET NUMBER: 1 of 2
	SCALE: As Noted	CONTRACTOR: FT123-2	DRAWING NUMBER: FT123-2
	REVISION LEVEL: RO	ARCHITECT/ENGINEER:	



PLAN VIEW
Scale: None



ELEVATION
Scale: None



ASSEMBLY SECTION
Scale: None

NOTES:

1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS.
2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.
3. GATE FINISH IS POWDER COATED BLACK.


NOMINAL GATE SIZE		
RIGHT to Open		
20'w x 8'h		
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	20'-0"
B	COUNTERBALANCE POST SPACING C/C	9'-1"
C	OVERALL GATE LENGTH	30'-0"
D	COUNTERBALANCE LENGTH	10'-0"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	

APPROVAL (To be completed by customer):

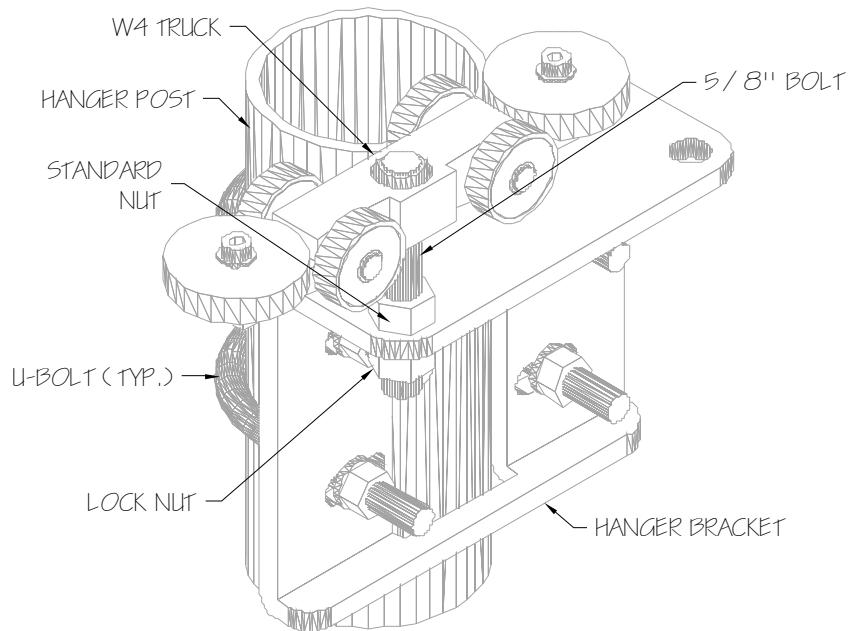
Name (Print): _____

Signature: _____ Date: _____

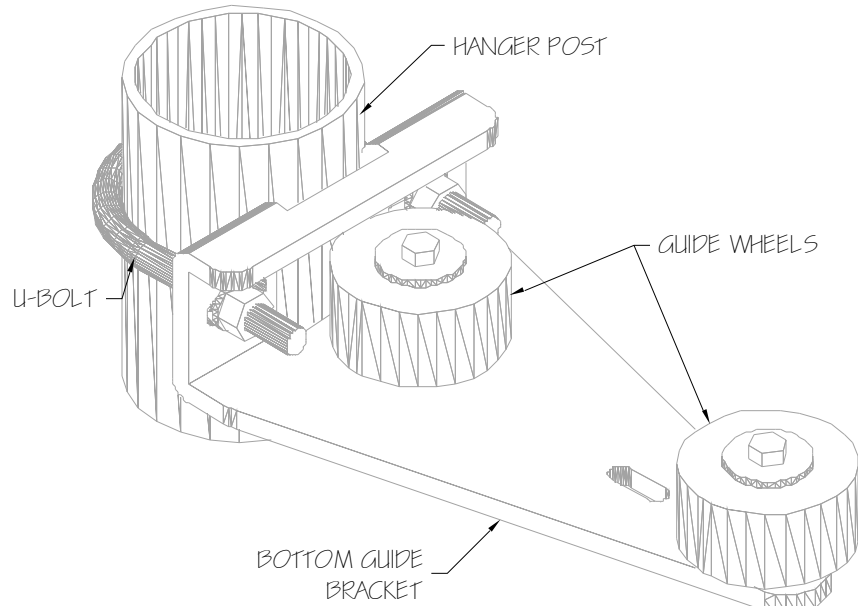
PROJECT: SUBJECT: CONTRACTOR: ARCHITECT/ENGINEER:	DIRECTOR/CAD FILE: Heavy Duty Flat Top F1119.RVT	SHEET NUMBER: 1 of 2	DRAWING NUMBER: FT123-1R
	5 Flat Top Picket Structural Cantilever Slide Gate		
	DRAWN BY: MNS DATE: 5/26/15 CHECKED BY: BGG DATE: 5/26/15 SCALE: As Noted REVISION LEVEL: RO		
	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.		



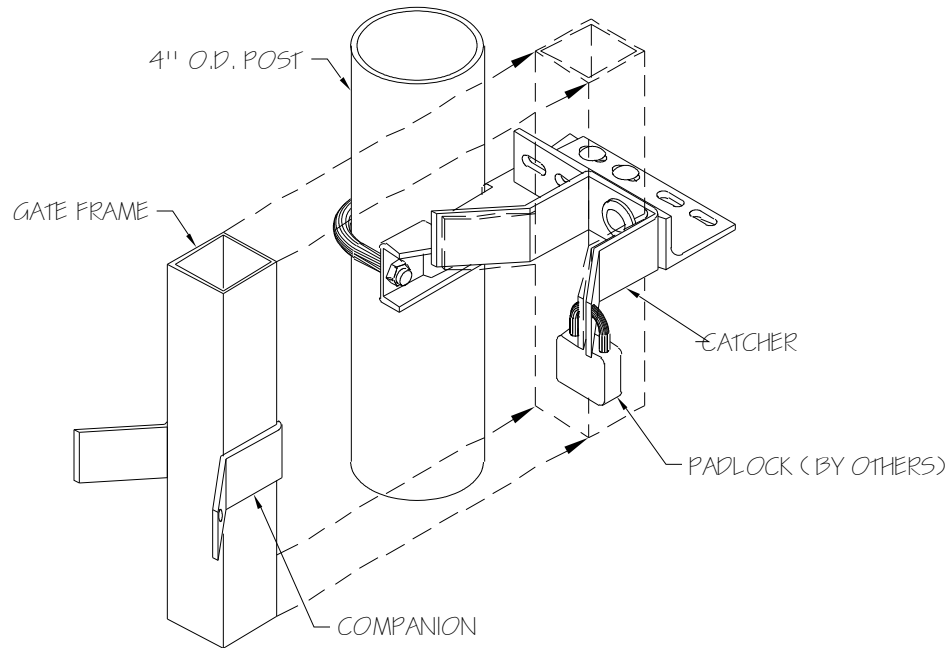
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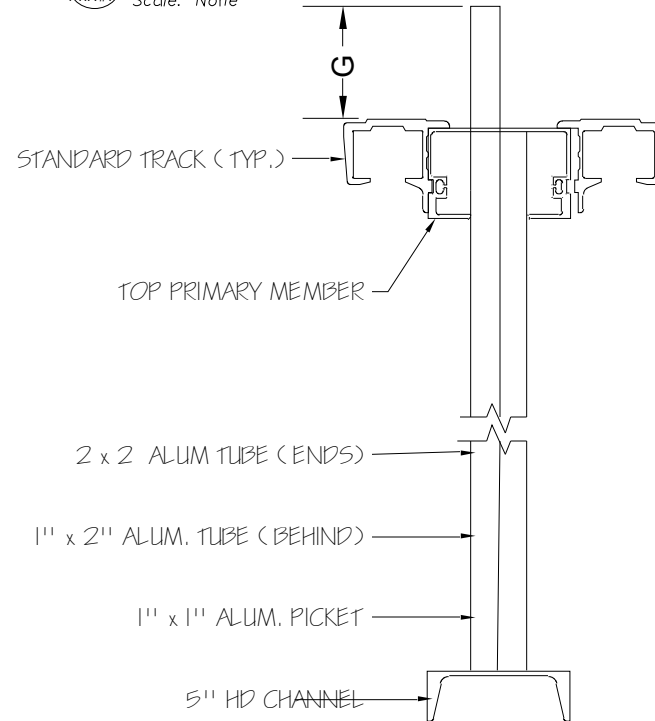
GATE HANGER ASSEMBLY
Scale: None



BOTTOM GUIDE ASSEMBLY
Scale: None

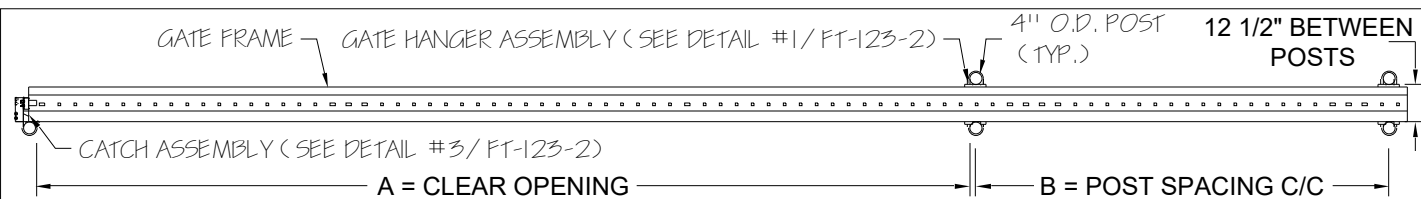


CATCH ASSEMBLY
Scale: None

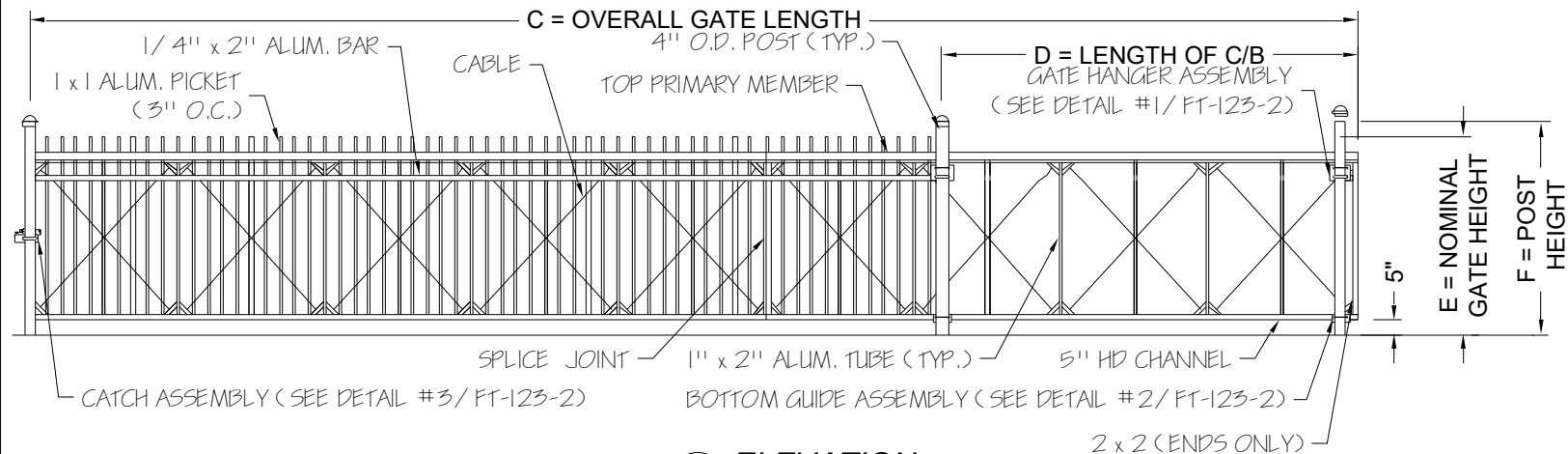


GATE FRAME SECTION
Scale: None

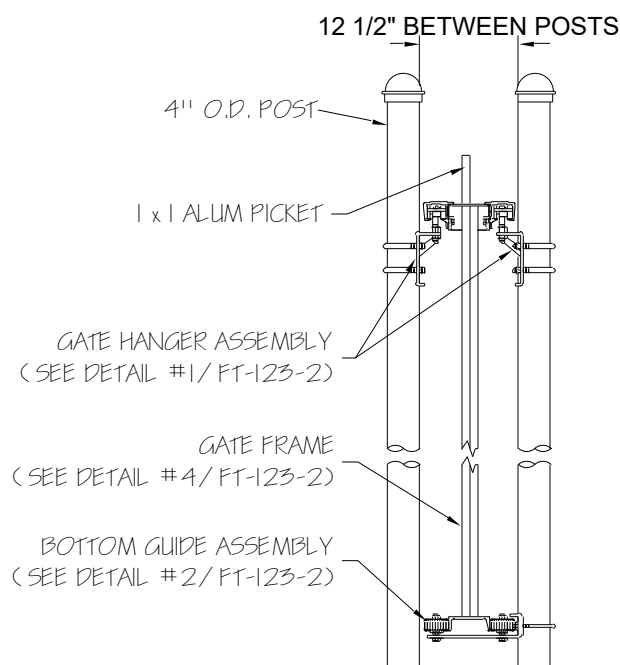
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	CHECKED BY: BGG DATE: 5/22/15	SUBJECT: Structural Cantilever Slide	SHEET NUMBER: Side 1 of 2
	SCALE: As Noted	CONTRACTOR: FT123-2	DRAWING NUMBER: FT123-2
	REVISION LEVEL: RO	ARCHITECT/ENGINEER:	



PLAN VIEW
Scale: None



ELEVATION
Scale: None



ASSEMBLY SECTION
Scale: None

- NOTES:
1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS.
 2. GATE ELEVATION IS VIEWED FROM THE OUTSIDE OF THE SECURE AREA LOOKING IN.
 3. GATE FINISH IS POWDER COATED BLACK.

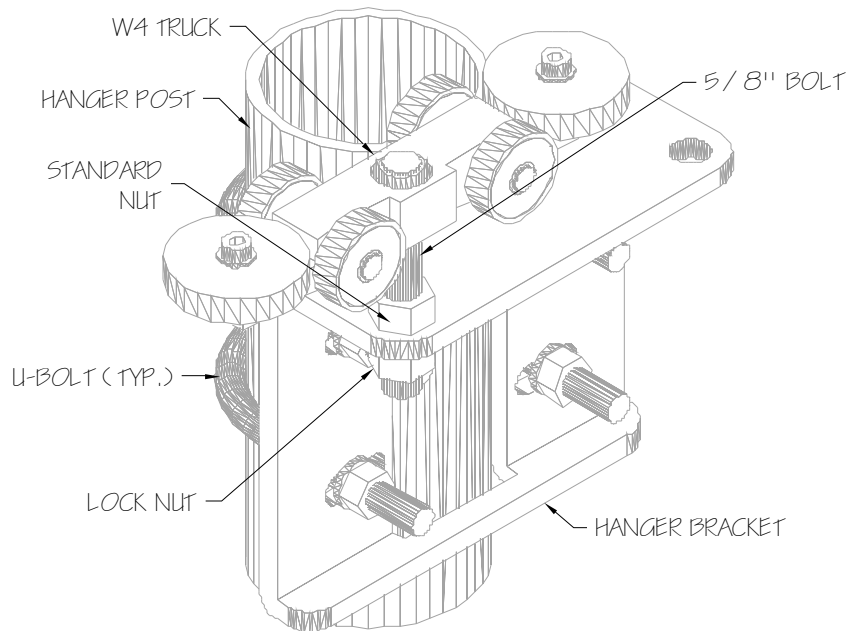
NOMINAL GATE SIZE		
RIGHT to Open		
26'w x 8'h		
CRITICAL DIMENSION CHART		
A	CLEAR OPENING	26'-0"
B	COUNTERBALANCE POST SPACING C/C	12'-1"
C	OVERALL GATE LENGTH	39'-0"
D	COUNTERBALANCE LENGTH	13'-0"
E	NOMINAL GATE HEIGHT	8'-0"
F	POST HEIGHT	8'-6"
G	PICKET HEIGHT	

APPROVAL (To be completed by customer):

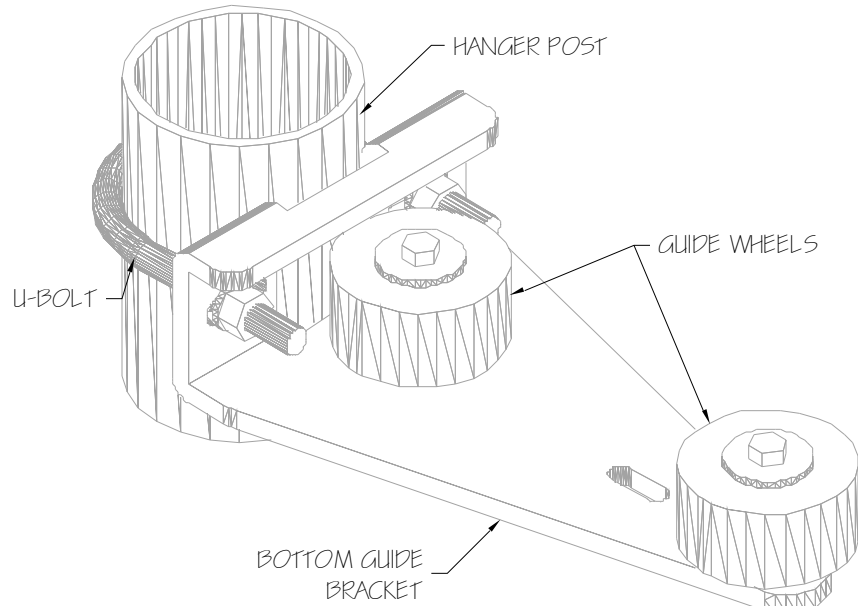
Name (Print): _____

Signature: _____ Date: _____

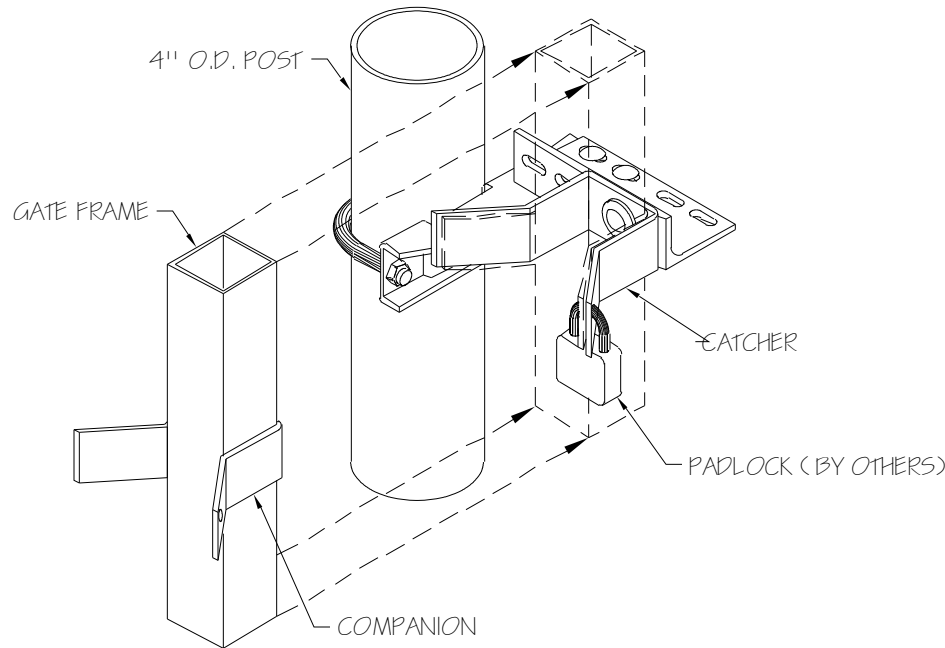
TYMETAL CORP. www.tymetal.com 678 MILBUR AVENUE GREEN WICH, N.Y. 12834 Ph: (800) 328-4283 - Fax: (518) 692-9404	PROJECT: 5Flat Top Picket Structural Cantilever Slide Gate SUBJECT: 5Flat Top Picket Structural Cantilever Slide Gate CONTRACTOR: FT123-1R	DRAWING NUMBER: FT123-1R SHEET NUMBER: 1 of 1 DIRECTOR/CAD FILE: Heavy_Duty_Top_F1119.Rvt	
	DRAWN BY: MNS DATE: 5/26/15 CHECKED BY: BGG DATE: 5/26/15 SCALE: As Noted REVISION LEVEL: RO	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.	PROJECT: 5Flat Top Picket Structural Cantilever Slide Gate SUBJECT: 5Flat Top Picket Structural Cantilever Slide Gate CONTRACTOR: FT123-1R
	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.		PROJECT: 5Flat Top Picket Structural Cantilever Slide Gate SUBJECT: 5Flat Top Picket Structural Cantilever Slide Gate CONTRACTOR: FT123-1R
	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL CORP. Any reproduction in part or as a whole without the written permission of TYMETAL CORP. is prohibited.		PROJECT: 5Flat Top Picket Structural Cantilever Slide Gate SUBJECT: 5Flat Top Picket Structural Cantilever Slide Gate CONTRACTOR: FT123-1R



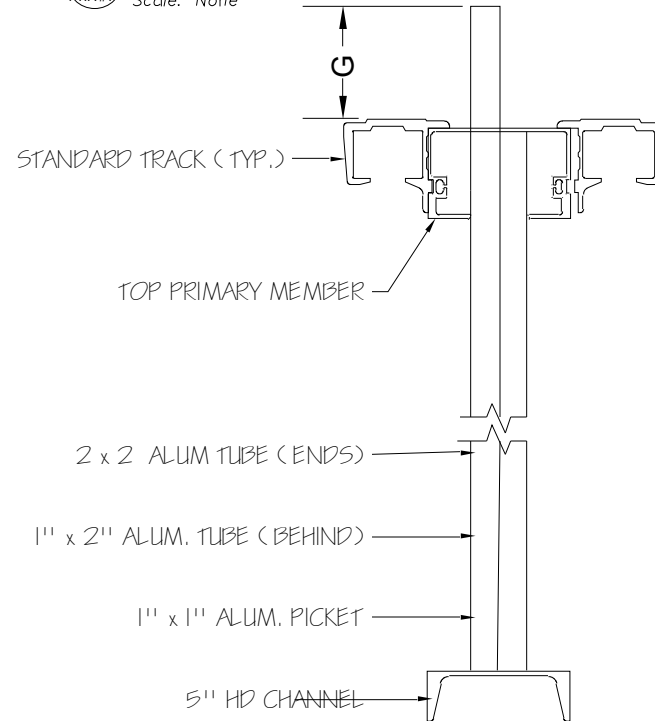
GATE HANGER ASSEMBLY
Scale: None



BOTTOM GUIDE ASSEMBLY
Scale: None

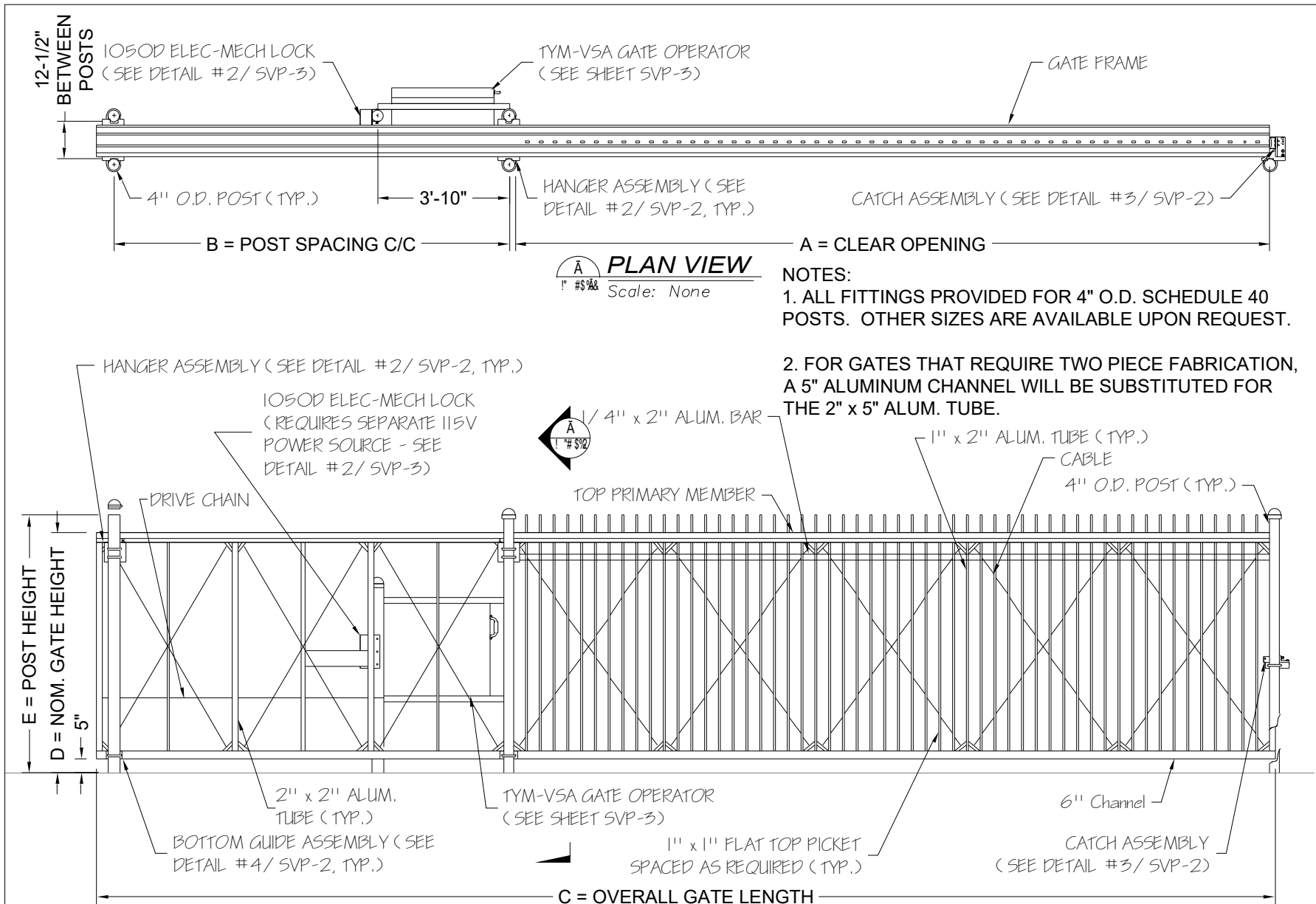


CATCH ASSEMBLY
Scale: None



GATE FRAME SECTION
Scale: None

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	CHECKED BY: BGG DATE: 5/22/15	SUBJECT: Structural Cantilever Slide	SHEET NUMBER: Side 1 of 2
	SCALE: As Noted	CONTRACTOR: FT123-2	DRAWING NUMBER: FT123-2
	REVISION LEVEL: RO	ARCHITECT/ENGINEER:	



APPROVAL (To be completed by customer):
 Name (Print): _____
 Signature: _____ Date: _____

2 ELEVATION
 Scale: None

LEFT TO OPEN

CRITICAL DIMENSION CHART

NOMINAL GATE SIZE	A	CLEAR OPENING	32'-0"	D	NOMINAL GATE HEIGHT	8'-0"
32'w x 8'h	B	POST SPACING C/C	15'-1"	E	POST HEIGHT	8'-6"
	C	OVERALL GATE LENGTH	48'-0"	G	PICKET HEIGHT	

DIRECTORY CAD FILE:
 TYM-VSA-10500 Structural Flat Top R6

SHEET NUMBER:
 TYM-VSA Gate Operator (also 10500) Lock

DRAWING NUMBER:
SVFTP-1L

PROJECT:
 Flat Top Picket Structural Cantilever Slide Gate with TYM-VSA Gate Operator

SUBJECT:
 Flat Top Picket Structural Cantilever Slide Gate with TYM-VSA Gate Operator

CONTRACTOR:
 ARCHITECT/ENGINEER:

DRAWN BY: NJD
 DATE: 1/11/17

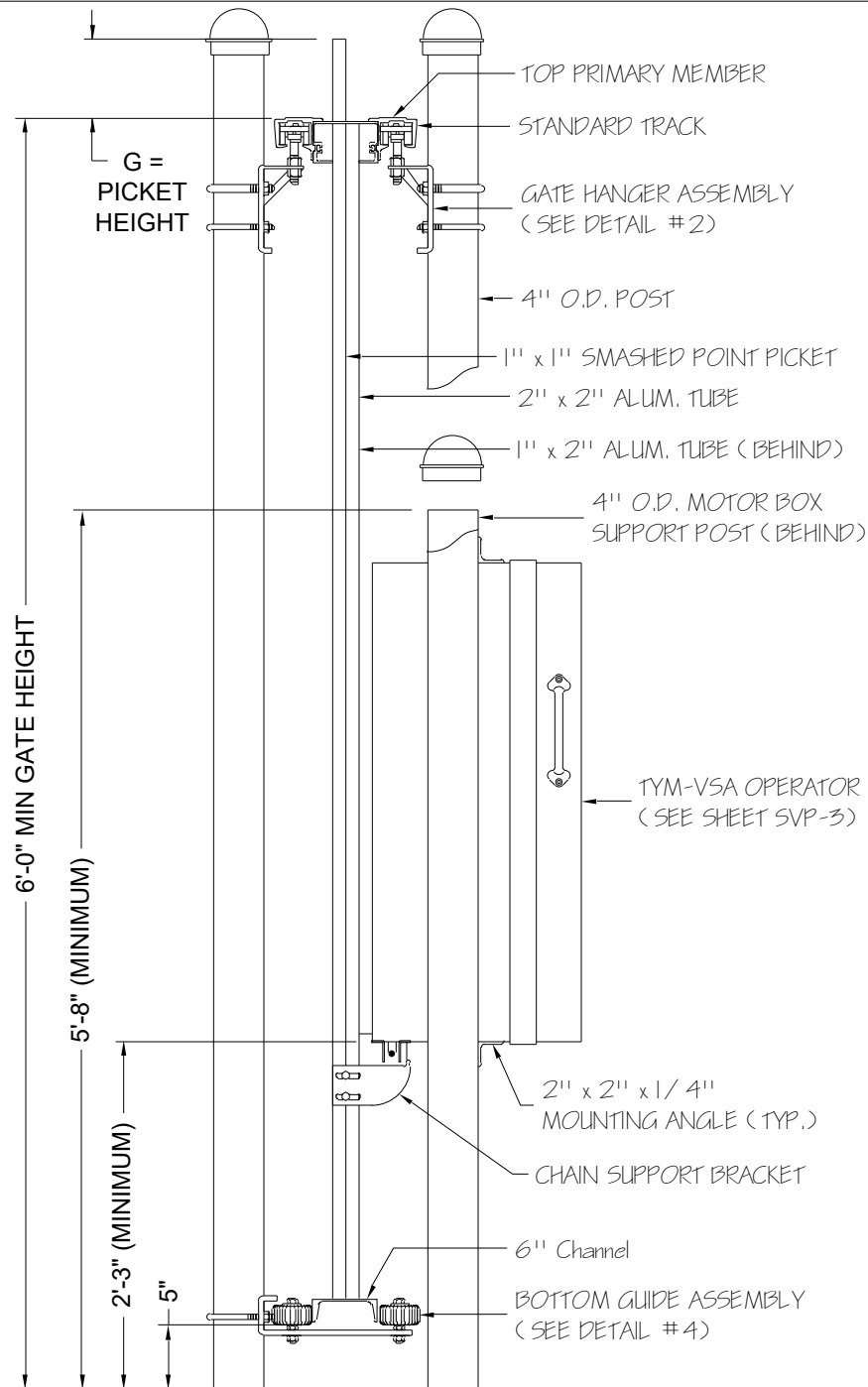
CHECKED BY: BGG
 DATE: 1/11/17

SCALE:
 As Noted

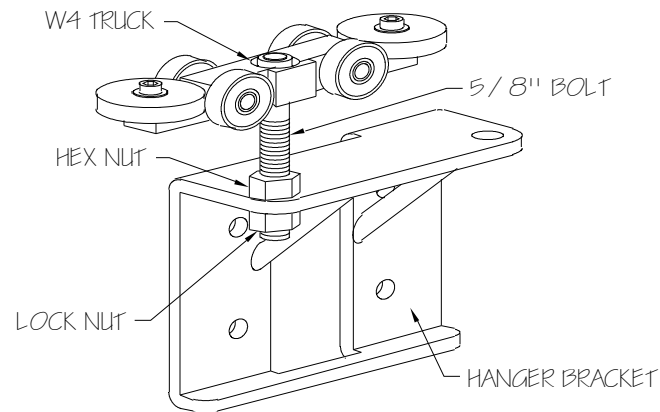
REVISION LEVEL:
 R6

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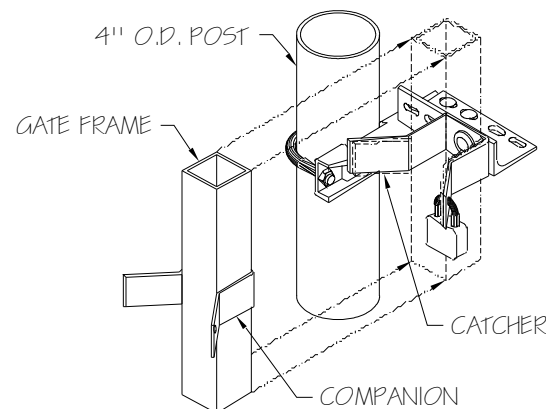
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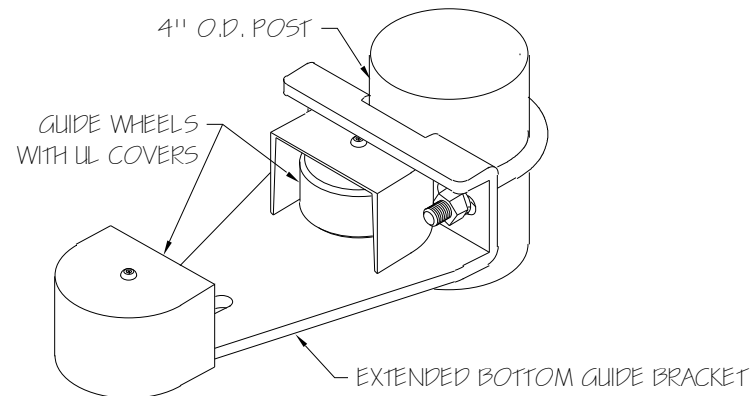
ASSEMBLY SECTION
Scale: None



GATE HANGER
Scale: None

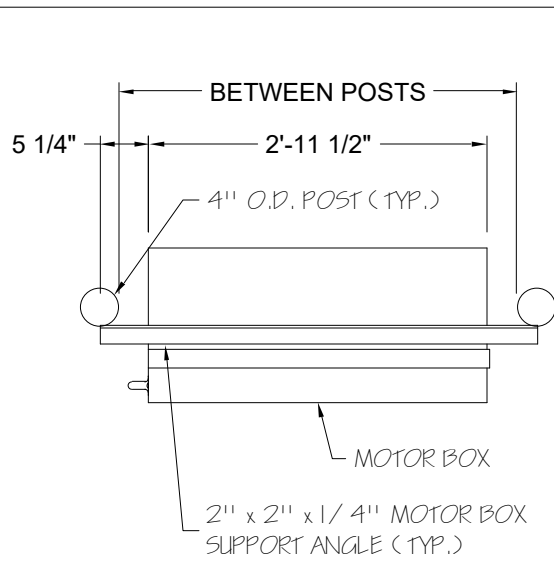


CATCH ASSEMBLY
Scale: None

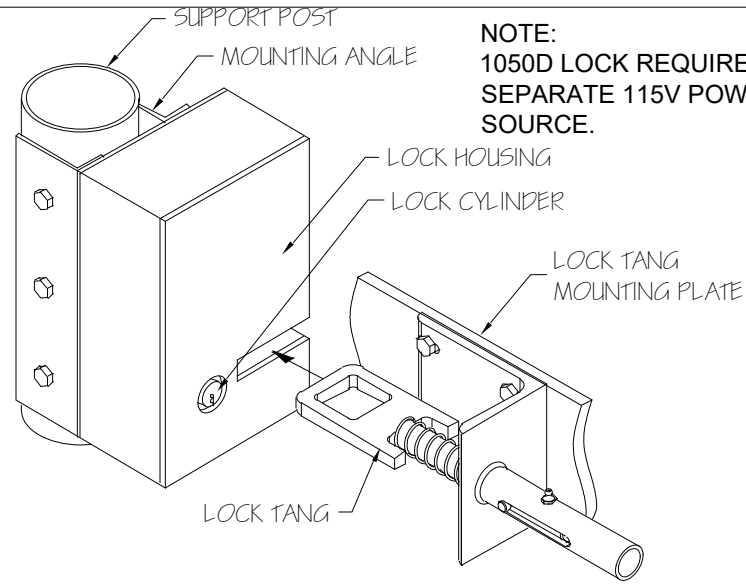


BOTTOM GUIDE
Scale: None

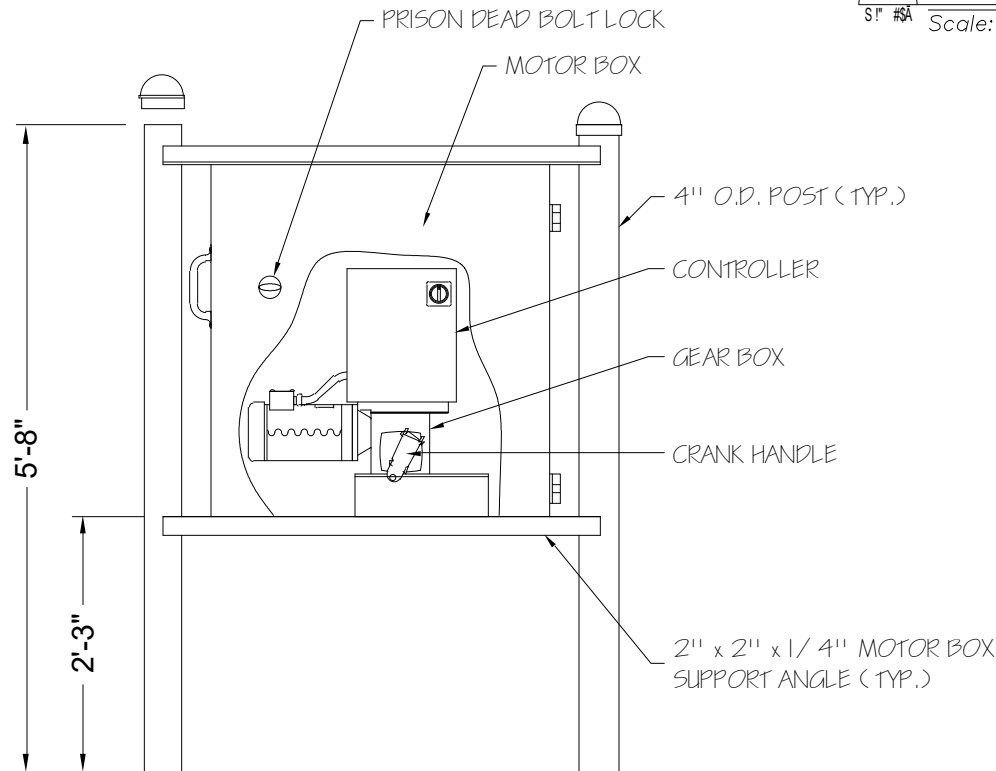
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	CHECKED BY: BGG	DATE: 1/11/17	PROJECT: Structural Cantilever Slide Gate Details
	SCALE: As Noted	REVISION LEVEL: R6	SHEET NUMBER: 2 of 3
	CONTRACTOR: ARCHITECT/ENGINEER:		DRAWING NUMBER: SVFTP-2



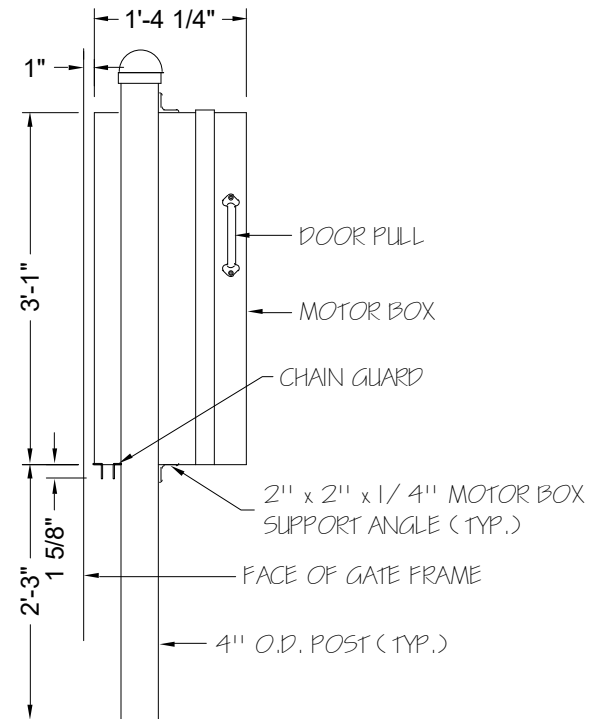
OPERATOR PLAN
Scale: None



1050D ELECTROMECHANICAL LOCK
Scale: None



OPERATOR FRONT ELEVATION
Scale: None

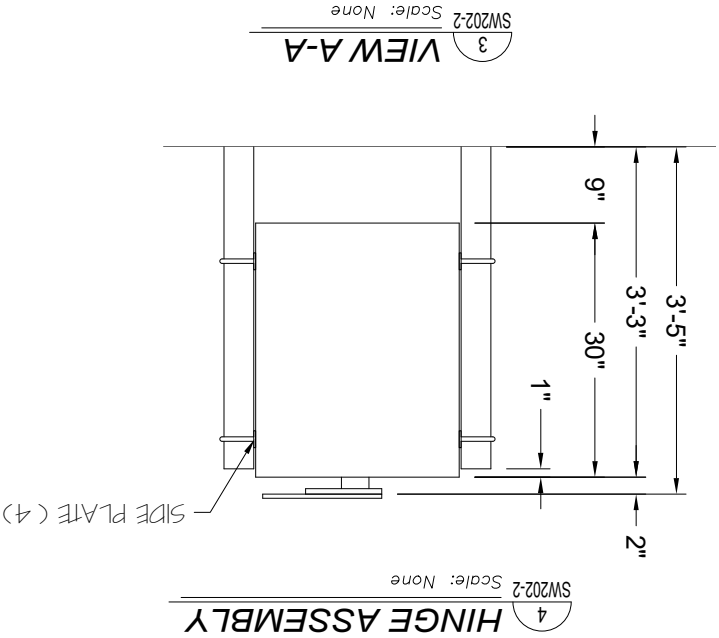
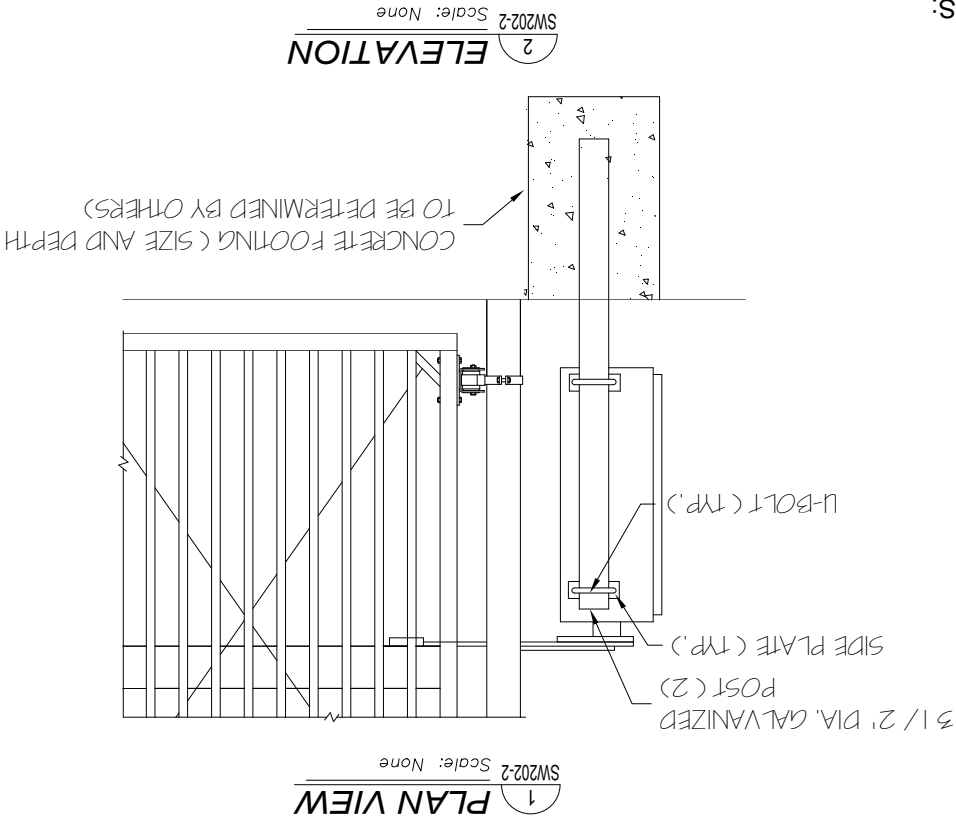


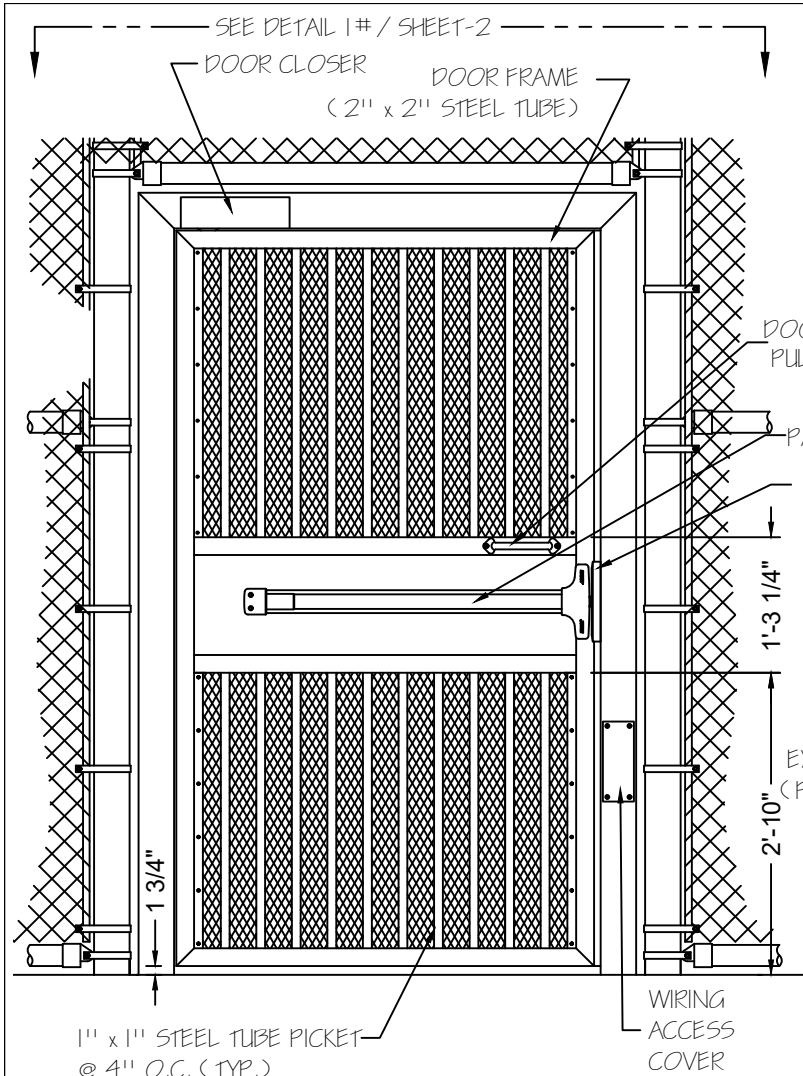
OPERATOR SIDE ELEVATION
Scale: None

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NOTES:

1. CONCRETE FOOTING SIZE AND DEPTH TO BE DETERMINED BY OTHERS.
2. SEE OPERATOR INSTALLATION GUIDE FOR COMPLETE INSTALLATION INSTRUCTIONS.

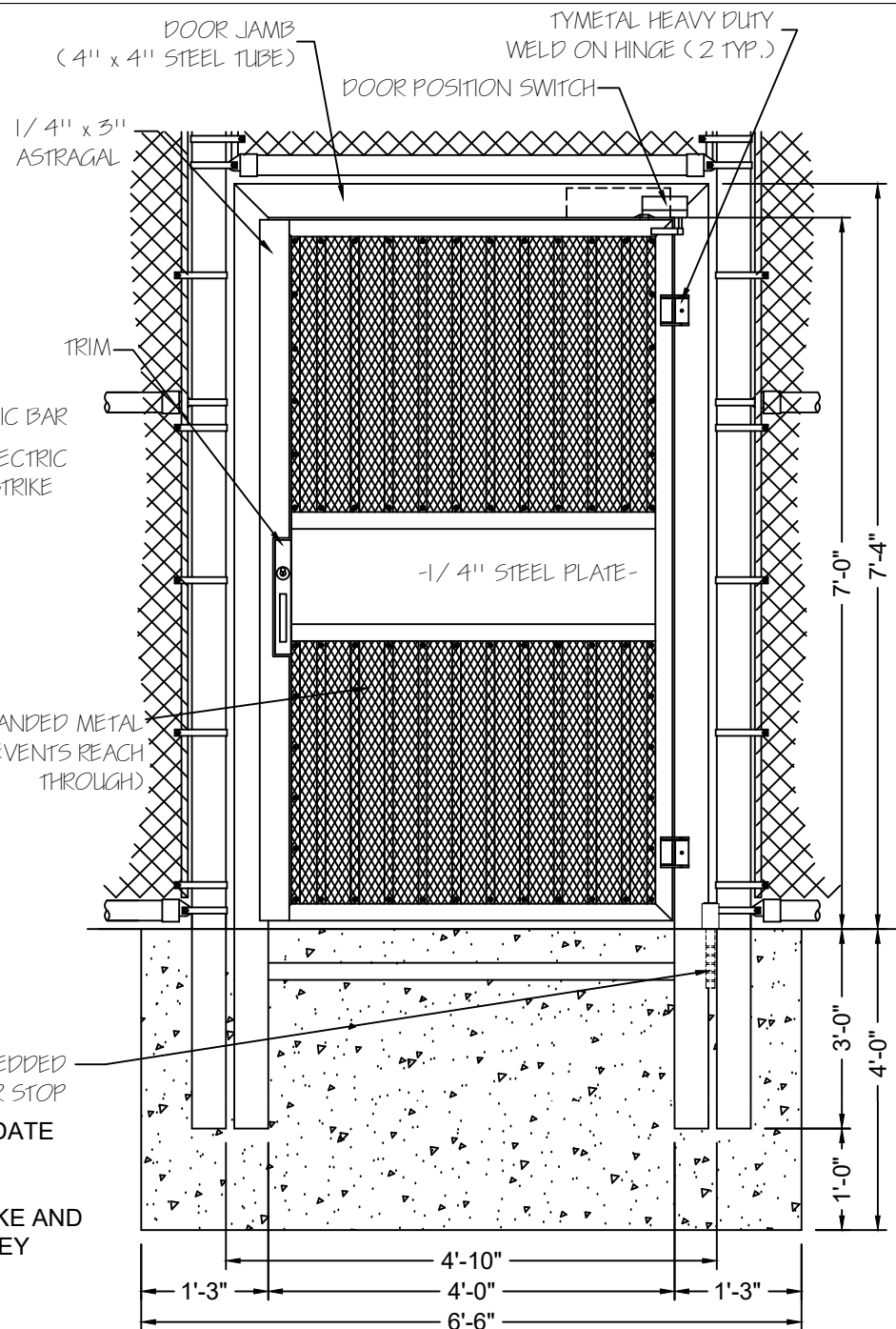




1 INSIDE ELEVATION
TF117-1L Scale: None

NOTE:

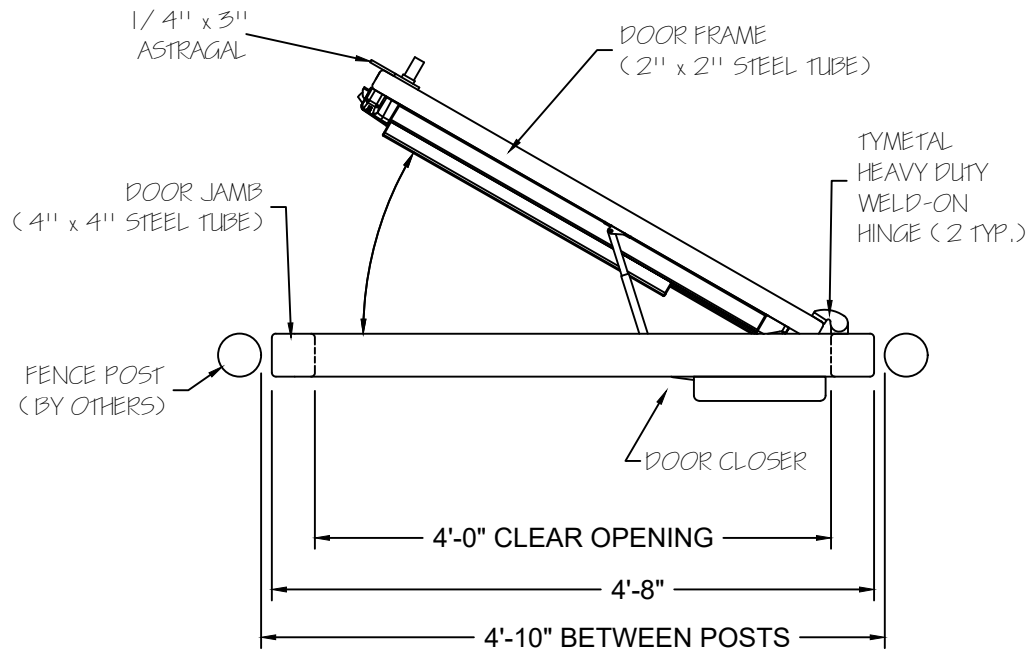
1. THE OPENING IN THE FENCE LINE SHALL BE BUILT TO ACCOMODATE THE DOOR JAMB PER THE OWNERS SPECIFICATIONS.
2. DETEX PANIC BAR IS EQUIPPED WITH FAILSAFE ELECTRIC STRIKE AND EXTERIOR 03AN PULL WITH TRIM. TRIM HAS INTERCHANGEABLE KEY CORE.
3. GATE FRAME WILL BE FILLED 1" x 1" PICKETS AT 4" O.C. AND 1/2 #13 FLATTENED EXPANDED METAL RIVETED IN PLACE.
4. FINISH - POWDER COATED BLACK.



2 OUTSIDE ELEVATION
TF117-1L Scale: None

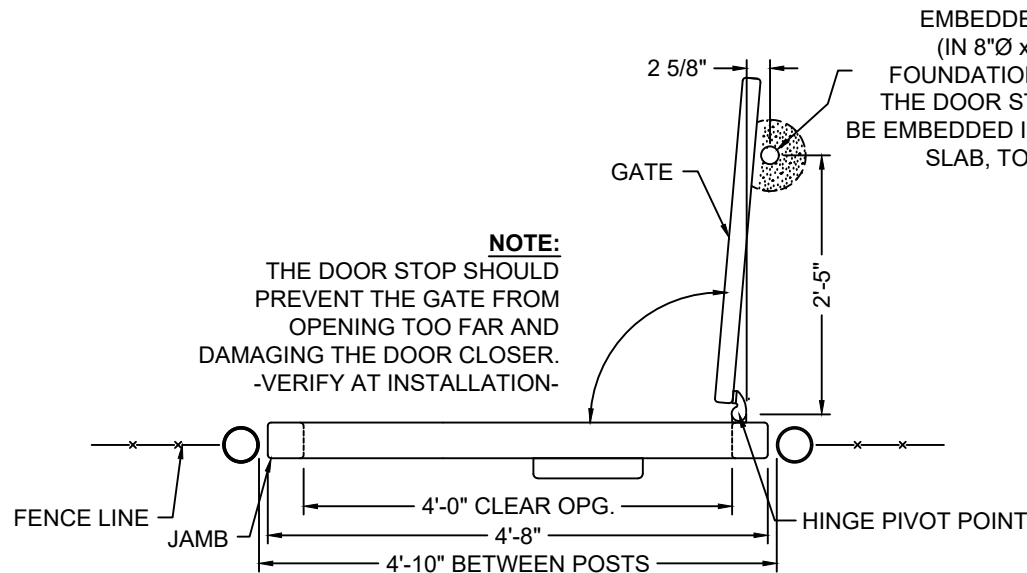
LEFT HAND

DIRECTORY/CAD FILE: 2150 PED-03AN-03AN-03AN-03AN	PROJECT: 2150 Pedestrian Swing Gate (4'-0" x 7'-0" Opening)	DRAWN BY: MAM DATE: 6/14/21 CHECKED BY: BGG DATE: 6/14/21	SCALE: As Noted REVISION LEVEL: R1	TYPMETAL SECURITY GATES & PERIMETER SOLUTIONS 678 WILBUR AVENUE GREENWICH, N.Y. 12834 PH: (800) 328-4283 - FX: (518) 882-9404
SHEET NUMBER: 1 of 2	CONTRACTOR: ARCHITECT/ENGINEER:	DRAWING NUMBER: TF117-1L	PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYPMETAL. Any reproduction in part or as a whole without the written permission of TYPMETAL is prohibited.	

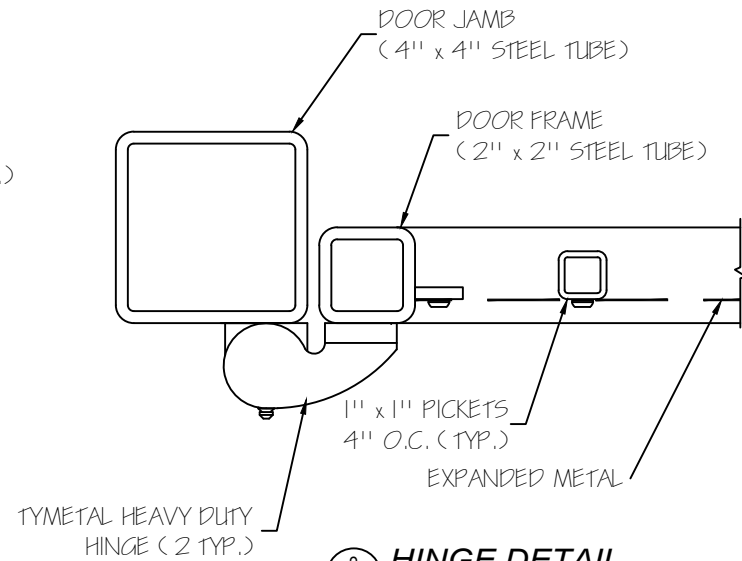


1 **PLAN VIEW**
TF117-2 Scale: None

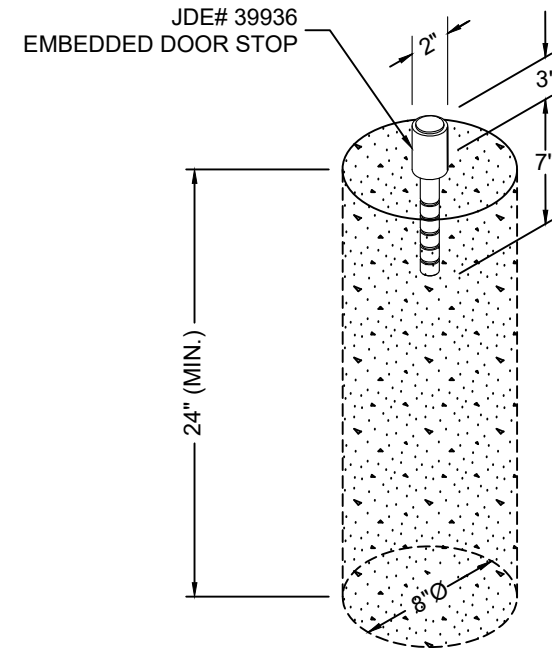
~RIGHT HAND SHOWN; LEFT HAND OPPOSITE~



3 **2150 PLAN VIEW**
TF117-2 Scale: None

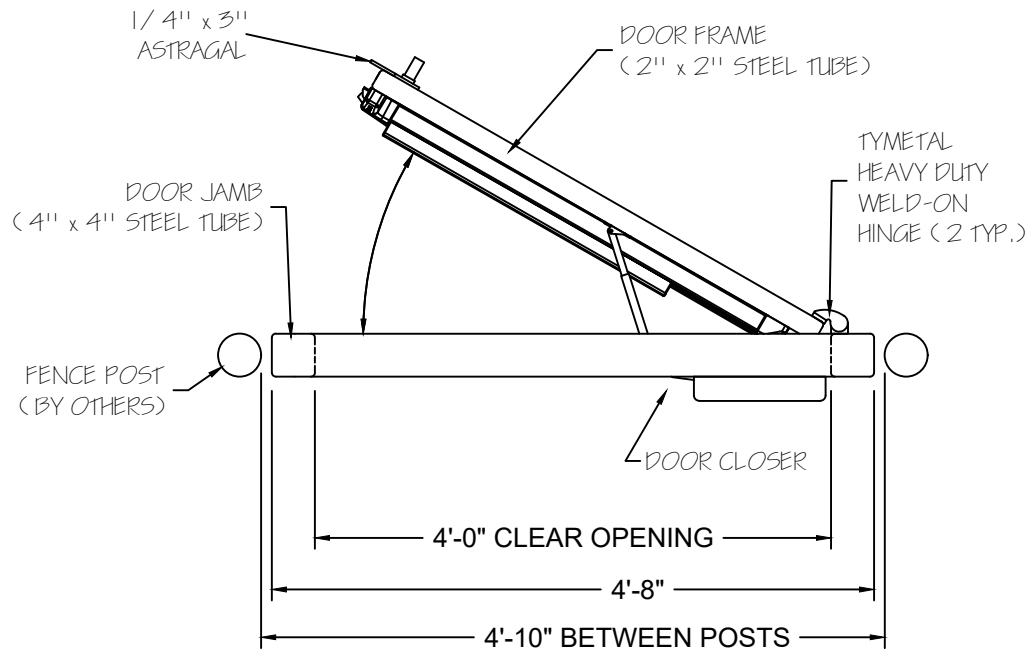


2 **HINGE DETAIL**
TF117-2 Scale: None



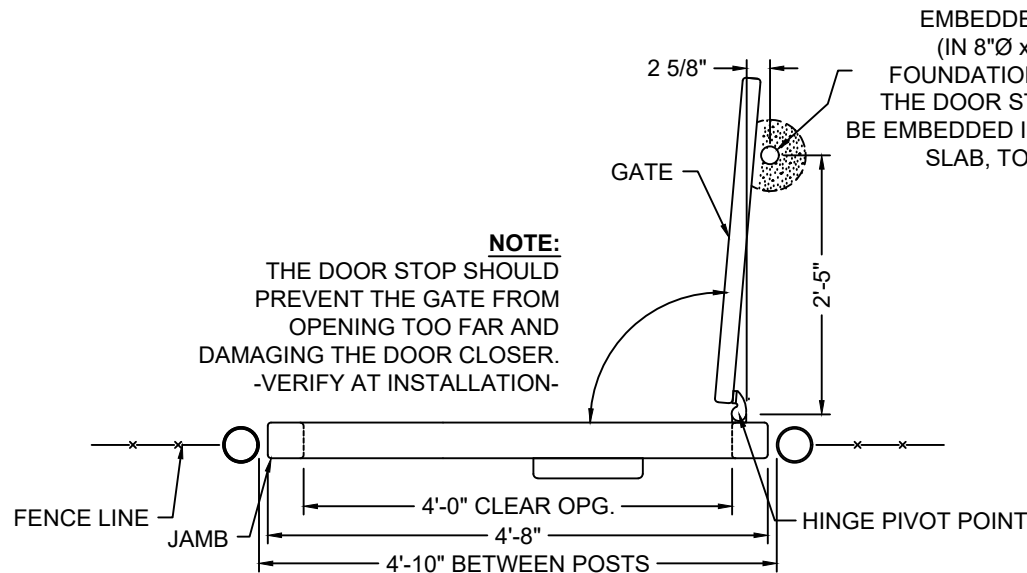
4 **EMBEDDED DOOR STOP**
TF117-2 Scale: None

TYMETAL SECURITY GATES & PERIMETER SOLUTIONS 678 WILBUR AVENUE GREENWICH, N.Y. 12834 PH: (800) 328-4283 - FX: (518) 882-9404 PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL. Any reproduction in part or as a whole without the written permission of TYMETAL is prohibited.	DRAWN BY: MAM DATE: 6/14/21 CHECKED BY: BGG DATE: 6/14/21 SCALE: As Noted REVISION LEVEL: R1	PROJECT: 2150 Pedestrian Swing Gate (4'-0" x 7'-0" Opening) SUBJECT: 2 of 2 CONTRACTOR: ARCHITECT/ENGINEER:	DIRECTORY/CAD FILE: SHEET NUMBER: DRAWING NUMBER:
		TF117-2	TF117-2

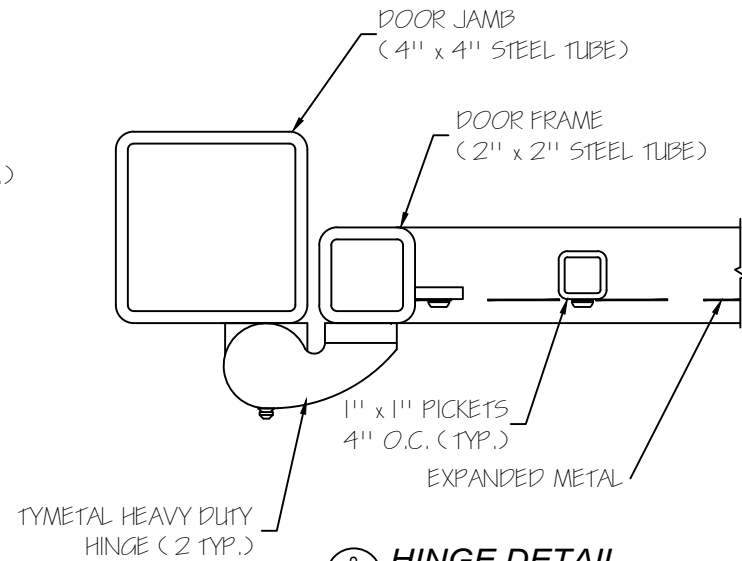


1 **PLAN VIEW**
TF117-2 Scale: None

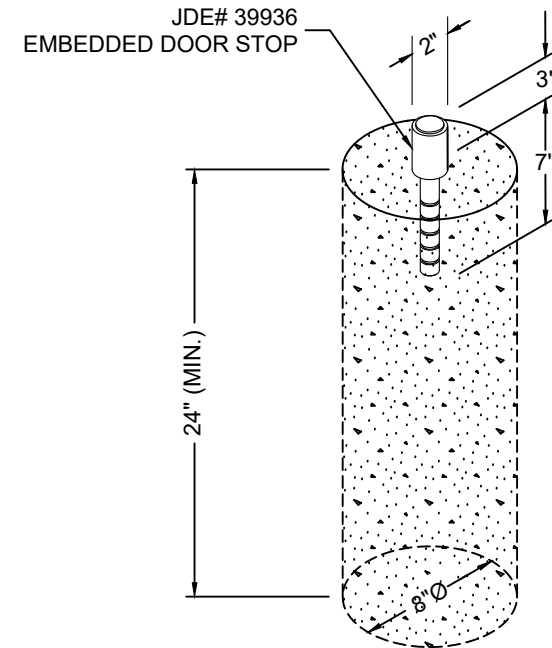
~RIGHT HAND SHOWN; LEFT HAND OPPOSITE~



3 **2150 PLAN VIEW**
TF117-2 Scale: None

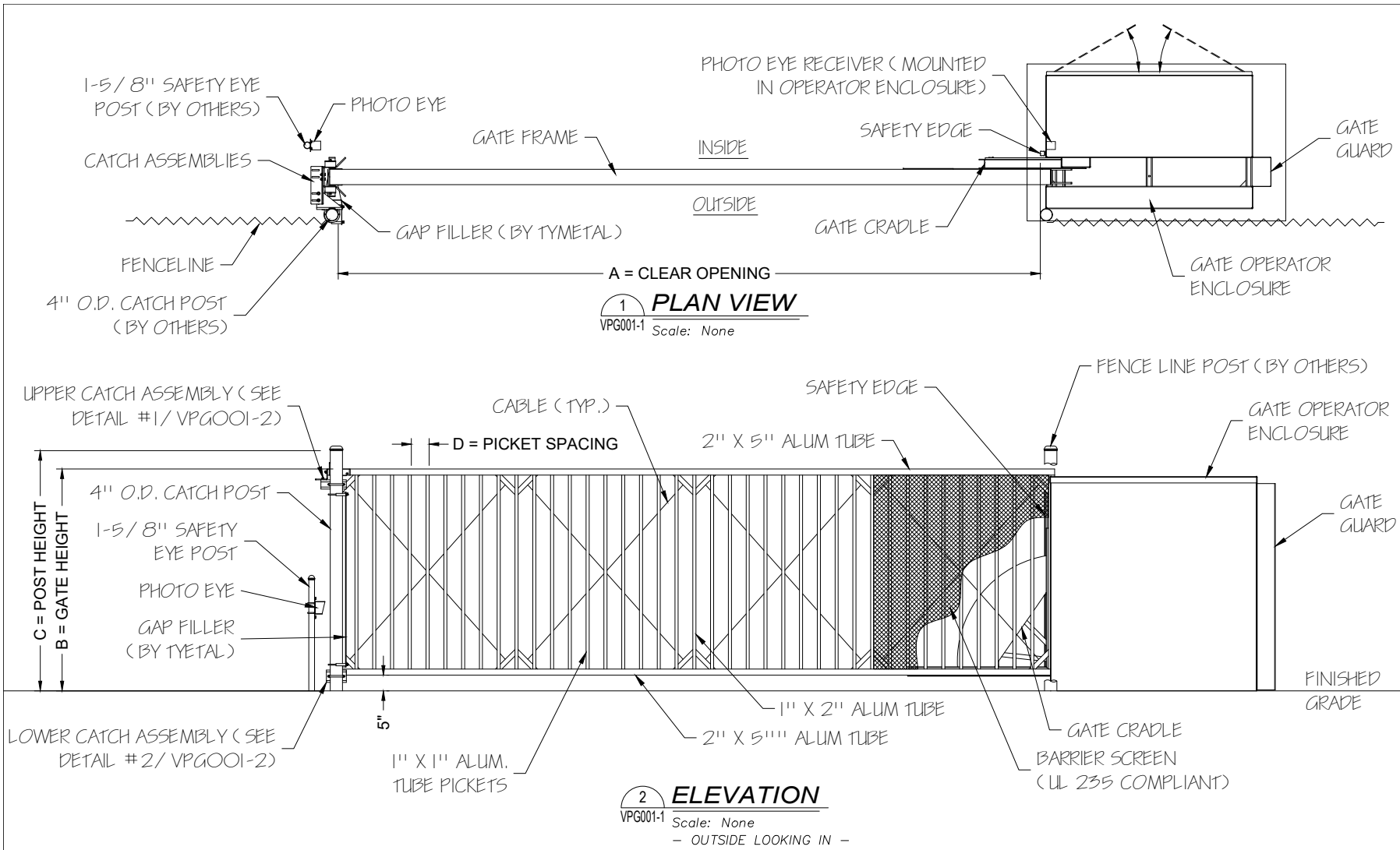


2 **HINGE DETAIL**
TF117-2 Scale: None



4 **EMBEDDED DOOR STOP**
TF117-2 Scale: None

TYMETAL SECURITY GATES & PERIMETER SOLUTIONS 678 WILBUR AVENUE GREENWICH, N.Y. 12834 PH: (800) 328-4283 - FX: (518) 882-9404 PROPRIETARY & CONFIDENTIAL The information contained in this drawing is the sole property of TYMETAL. Any reproduction in part or as a whole without the written permission of TYMETAL is prohibited.	DRAWN BY: MAM DATE: 6/14/21 CHECKED BY: BGG DATE: 6/14/21 SCALE: As Noted REVISION LEVEL: R1	PROJECT: 2150 Pedestrian Swing Gate (4'-0" x 7'-0" Opening) SUBJECT: 2 of 2 CONTRACTOR: ARCHITECT/ENGINEER:	DIRECTORY/CAD FILE: SHEET NUMBER: DRAWING NUMBER:
		TF117-2	TF117-2



- NOTES:
1. GATE IS POWDER COATED BLACK.
 2. OPERATOR ENCLOSURE IS PAINTED BLACK.

RIGHT to Open

APPROVAL (To be completed by customer):

Name (Print): _____

Signature: _____ Date: _____

PRELIMINARY
NOT FOR CONSTRUCTION

CRITICAL DIMENSION CHART		
A	CLEAR OPENING	
B	GATE HEIGHT	
C	POST HEIGHT	B+6"
D	PICKET SPACING	

DIRECTORY/CAD FILE:
Generic Internal Picket VPG001-RO

SHEET NUMBER:
1 of 3

DRAWING NUMBER:
VPG001-1

PROJECT:
Internal Picket Vertical Pivot Gate

SUBJECT:
Internal Picket Vertical Pivot Gate

CONTRACTOR:
ARCHITECT/ENGINEER:

DRAWN BY: JDT
DATE: 12/16/22

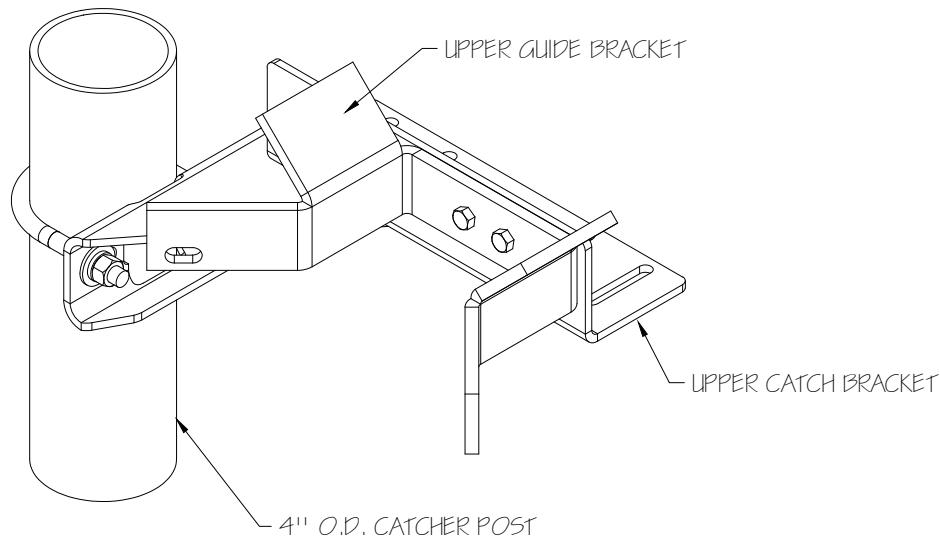
CHECKED BY: BGG
DATE: 12/16/22

SCALE:
As Noted

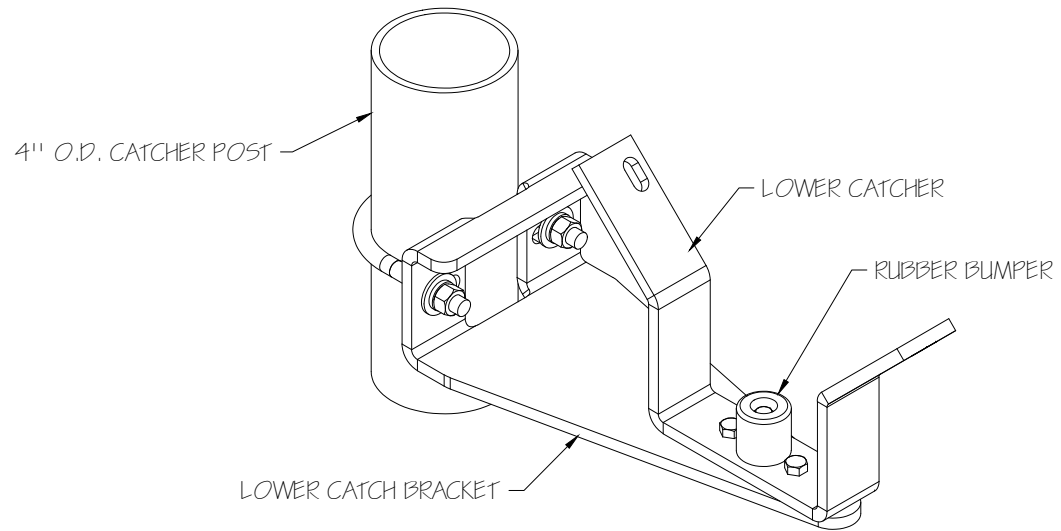
REVISION LEVEL:
RO

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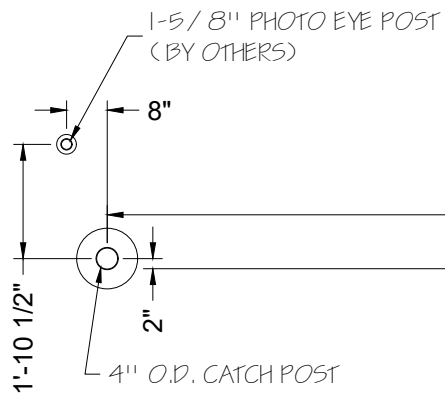


1 **UPPER CATCH ASSEMBLY**
VPG001-2 Scale: None

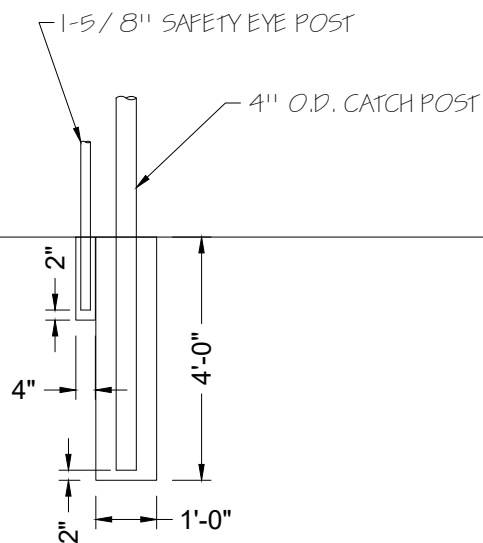
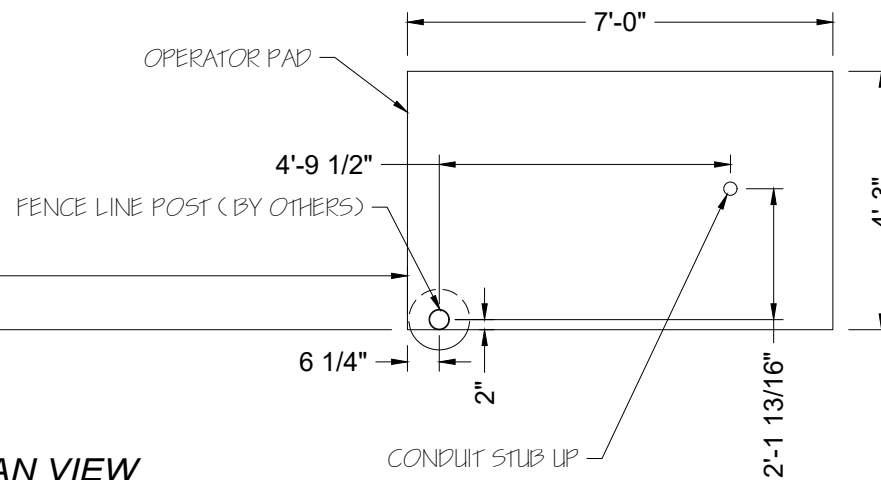


2 **LOWER CATCH ASSEMBLY**
VPG001-2 Scale: None

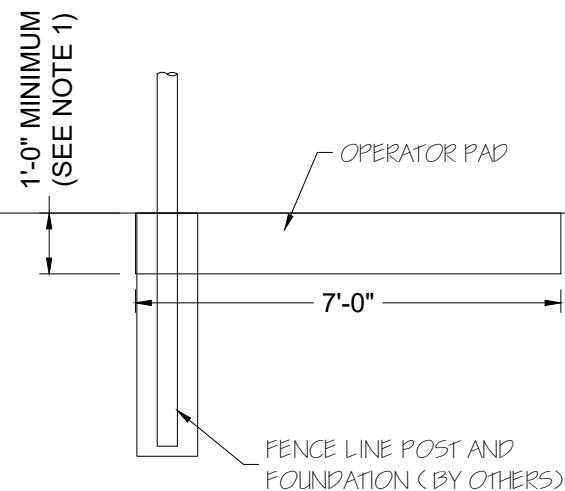
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	CHECKED BY: BGG DATE: 12/16/22	SUBJECT: Internal Picket Vertical Pivot Gate Details	SHEET NUMBER: 2 of 3
	SCALE: As Noted	CONTRACTOR: ARCHITECT/ENGINEER:	DRAWING NUMBER: VPG001-2
	REVISION LEVEL: R0		



1 **FOUNDATION PLAN VIEW**
VPG001-3 Scale: None




1 **FOUNDATION ELEVATION VIEW**
VPG001-3 Scale: None



NOTES:

- FOUNDATIONS SHOWN ARE BASED ON AVERAGE SOIL AND SITE CONDITIONS. FOUNDATIONS MUST BE IN ACCORDANCE WITH ALL LOCAL CODES, AND SHOULD BE REVIEWED BY A LOCAL ENGINEER.

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	DATE: 12/16/22	SUBJECT: Foundation Layout	SHEET NUMBER: 3 of 3
	CHECKED BY: BGG	CONTRACTOR:	DRAWING NUMBER: VPG001-3
	DATE: 12/16/22	ARCHITECT/ENGINEER: RO	