



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation  
ENGINEERING DIVISION

Two Capitol Hill, Rm. 226  
Providence, RI 02903-1124  
PHONE 401-222-2023  
FAX 401-222-3006; TDD 401-222-4971

RECEIVED

MAY 14 2009

LAW DEPARTMENT

Adrienne Southgate  
Deputy City Solicitor  
275 Westminster Street  
Suite 200  
Providence, RI. 02903

May 5, 2009

Subject: Construction and Management Agreement  
Arterial Improvements to Elmwood Avenue (Contract 2)  
Providence, RI

Dear Ms. Southgate:

Please find attached two originals of the Construction and Maintenance Agreement between the State of Rhode Island and the City of Providence for the project mentioned above. This project is under design and is expected to be advertised by July 2009. Please return one of the originals to the Department once it is signed by the appropriate City officials.

Should you have any questions, please contact our Project Engineer Mr. Francisco Lovera at 222-2694, ext. 4205.

Sincerely,

Robert Rocchio, P.E.  
Managing Engineer  
Traffic Engineering

RR/FJL

cc: John Nickelson, P.E., City of Providence DPW Director (w/attach)  
Nate Urso, P.E., Assistant to the City of Providence Engineer (w/attach)  
Farhoumand, Smith, traffic, file (all w/o attach)

IN CITY COUNCIL

SEP 17 2009

READ  
WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED AND APPROVED  
  
CLERK

**ARTERIAL IMPROVEMENTS TO ELMWOOD AVENUE (C-2)**  
**RHODE ISLAND DESIGN CONTRACT NUMBER: 2000-ET-023**  
**FEDERAL-AID DESIGN CONTRACT NUMBER: STPG-8888(136)**  
**CONSTRUCTION AND MAINTENANCE AGREEMENT**

by and between the  
State of Rhode Island and Providence Plantations  
and the  
City of Providence

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AGREEMENT entered into by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (hereinafter called the **STATE**), through its Department of Transportation and the CITY OF PROVIDENCE (hereinafter called the **MUNICIPALITY**).

WHEREAS the **STATE**, in cooperation with the **MUNICIPALITY**, has selected the Arterial Improvements to Elmwood Avenue (C-2) (hereinafter referred to as the **PROJECT**) for improvements under the provisions established in the Federal Aid Policy Guide (FAPG), of the United States Department of Transportation, Federal Highway Administration and

WHEREAS the **STATE** will accomplish said improvements with funds apportioned to the **STATE** under the Federal-Aid-Highway Act, as amended and supplemented, and from other sources available for the purpose, subject, however, to various conditions including that the **MUNICIPALITY** shall provide for the proper maintenance after completion of the improvements.

NOW THEREFORE, the **STATE** and the **MUNICIPALITY** hereby agree as follows:

1. The **STATE**, through its Contractor, will construct the improvements in accordance with the Plans and Specifications for the **PROJECT**.

2. Upon completion of the **PROJECT**,

(a) The **MUNICIPALITY** will maintain the Emergency Vehicle Priority Control System which includes, but is not limited to the optical detectors, optical emitters, chassis, phase selector, and all wiring pertaining to the Emergency Vehicle Priority Control System, at the intersections of Elmwood Avenue and Sackett Street; Elmwood Avenue and Adelaide Avenue; Elmwood Avenue, Reservoir Avenue and Lexington Avenue; Elmwood Avenue and Ontario Street; Elmwood Avenue and Potters Avenue; Elmwood Avenue and Greenwich Street; Elmwood Avenue and Daboll Street; Elmwood Avenue, Bellevue Avenue and Plenty Street; and Elmwood Avenue, West Friendship Street and Westfield Street. The **MUNICIPALITY** will maintain at its own cost and expense, the Emergency Vehicle Priority Control System in accordance with RIDOT Plans and Specifications, and will make any necessary provision(s) / appropriation(s) for such maintenance.

(b) The **STATE** will maintain all portions of the above referenced traffic signals with the exception of the Emergency Vehicle Priority Control System.

3. All work performed under this **PROJECT** is subject to the approval and inspection of the **STATE**

and Federal authorities in accordance with the provisions of the Federal-Aid Highway Act and the regulations, including the Federal-Aid Policy Guide (FAPG), as aforementioned, which are hereby made a part of this Agreement by reference.


4. The **MUNICIPALITY** must notify the **STATE's** Maintenance Division 24 hours in advance of entering a traffic signal controller cabinet. The **STATE's** representative must be on site during maintenance of the Emergency Vehicle Priority Control System.

5. The Mayor will take all necessary steps to receive authority from the City Council to enter into and execute this Agreement including but not limited to submission of this Agreement to the City Council for ratification and submission of proof of such authority to the State prior to advertising the **PROJECT** out to bid.

8. This Agreement may be amended only after the prior approval of the Director of the Rhode Island Department of Transportation has been obtained as to such proposed amendment.

IN WITNESS WHEREOF, the **STATE** and the **MUNICIPALITY** have caused this Agreement to be executed by their duly authorized officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Recommended for Approval:

  
\_\_\_\_\_  
Chief Engineer  
Department of Transportation

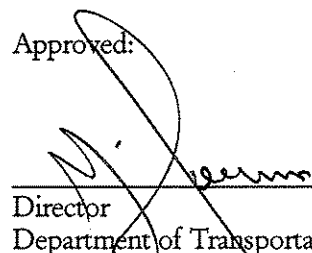
Municipality: City of Providence

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

Approved as to form:

\_\_\_\_\_  
Chief Legal Counsel  
Department of Transportation

Approved:

  
\_\_\_\_\_  
Director  
Department of Transportation

\_\_\_\_\_  
NOT APPLICABLE

Division Administrator  
U.S. Department of Transportation  
Federal Highway Administration

Arterial Improvements to Elmwood Avenue (C-2)  
Rhode Island Design Contract Number: 2000-ET-023  
Construction & Maintenance Agreement  
by and between the State of Rhode Island and Providence Plantations  
and the City of Providence