

# RESOLUTION OF THE CITY COUNCIL

No. 185

Approved March 29, 2019

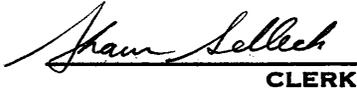
RESOLVED, That the Members of the Providence City Council hereby Authorize the Mayor of the City of Providence to enter into a Construction and Maintenance Agreement with the Rhode Island Department of Transportation for the purposes of Design/Build Replacement of the Bath Street Bridges (Bridge Group 40B).

IN CITY COUNCIL

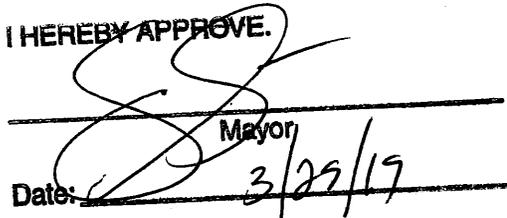
MAR 21 2019

READ AND PASSED

  
PRES.

  
CLERK

I HEREBY APPROVE.

  
Mayor

Date:  3/29/19

RIFAP # BRO-0778(002)  
RI CONTRACT # 2019-CB-016

**BRIDGE GROUP 40B – BATH STREET EAST BRIDGE**  
**At WOONASQUATUCKET RIVER**  
**PROVIDENCE, RHODE ISLAND**  
**RIFAP No. BRO-0778(002), Construction and Maintenance**  
**RIC No. 2019-CB-016, Construction and Maintenance**  
**CONSTRUCTION AND MAINTENANCE AGREEMENT**  
**ADVANCED UTILITY**  
**STATE HIGHWAY/PRIVATE OWNER FACILITIES**  
**by and between the**  
**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**  
**and**  
**CITY OF PROVIDENCE**

AGREEMENT made and 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 above-referenced Project (as further described in the attached Exhibit A, Project Description and hereinafter the “Project”) in the city of PROVIDENCE, RHODE ISLAND 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 project 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 will advertise and award the Project in conformance with 23 CFR Part 635 and the provisions of Title 37, Chapter 2 of the Rhode Island General Laws. Thereafter the State shall issue a Notice to Proceed to its contractor (the "Contractor") who will construct the improvements in accordance with the Plans and Specifications for the project.

2. After issuance of the Notice to Proceed to the Contractor, the MUNICIPALITY will allow the Contractor to enter onto its property, where applicable, for purposes of constructing the Project.

3. The STATE will notify MUNICIPALITY before any work is performed within close proximity to any municipal structures or utilities.

4. The STATE, through its Contractor, will maintain access to the municipal utility throughout the construction of the Project.

5. Upon Completion of the Project, the MUNICIPALITY will:

- a) maintain all landscaping and sidewalk installed during construction of this project within the State Right-of-Way;
- b) maintain in conformance with 23 U.S.C. § 116 and ADA/Section 504 requirements, all pedestrian facilities built with federal funds under this Agreement. This maintenance obligation includes reasonable snow and ice removal efforts, allowing only temporary interruptions in service or access.
- c) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the Project and chapters 12 through 27 of Title 31 of the Rhode Island General Laws;
- d) conform to the latest edition of the Manual on Uniform Traffic Control Devices and Standards relative to all traffic control signals, flashing beacons, traffic islands, regulatory or warning signs, pavement markings, or other traffic control devices;
- e) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;

- f) enact any further regulations necessary to assure the preferential, safe and efficient movement of traffic in keeping with the through traffic service to be provided by this Project. Dated and attested copies of amendments to the Municipal Ordinance necessary for the enforcement of any specific provisions will be forwarded by the Municipality to the State. All necessary Municipal Ordinances applicable to this Project shall be in effect prior to completion of construction; and
- g) maintain the portions of the Project listed above in accordance with the Project Plans and Specifications and Exhibit A, at its own cost and expense, and will make ample provision each year for such maintenance.

6. 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, as aforementioned, which are hereby made a part of this Agreement by reference.

7. The STATE reserves the right to require the execution of an Agreement between the State and the MUNICIPALITY or a third party responsible for developing and operating the air space for any use of the space above and below the highway for other than transportation purposes and said Agreement shall be submitted to the FHW A for approval.

8. The City 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 project advertisement.

**EXHIBIT A**

**PROJECT DESCRIPTION:**

The work to be performed under this Contract shall consist of, but is not limited to: overhead utility relocation; removal and disposal of the existing superstructure in its entirety; installation of a temporary access and work platform; removal and disposal of a portion of the existing cast in place abutment and pier beam seat; construction of new concrete beam seat; fiber wrap strengthening of the existing pier cap; excavation and backfill; erecting a new steel stringer bridge superstructure with composite concrete deck; construction of bridge sidewalks; resetting existing 4-Bar metal bridge rail; application of waterproofing membrane and placement of bituminous pavement over waterproofing membrane; full depth approach pavement reconstruction; grading; granite curb removal and replacement; new concrete sidewalks; cutting and matching pavement; sawcutting bituminous pavements; signing and striping; site preparation; plantable soil and seed; maintenance and protection of traffic; and all other tasks necessary to complete the work of this Contract.

IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this AGREEMENT to be executed by their duly authorized officials as of the last date written below.

Recommended for Approval:

MUNICIPALITY  
City of Providence

  
David Fish, P.E.  
Administrator of Project Management  
Department of Transportation

Date: 3-1-19

By: \_\_\_\_\_  
The Honorable Mayor Jorge O. Elorza

Date: \_\_\_\_\_

Approved as to form:

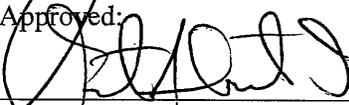
Approved as to form:

  
Assistant Director for Legal Services  
Department of Transportation

Date: 2/27/19

  
Name: \_\_\_\_\_  
Title: CITY SOLICITOR

Date: 3/7/19

Approved:  
  
Director Peter Alviti, Jr., P.E.  
Department of Transportation

Date: 3/4/19