

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

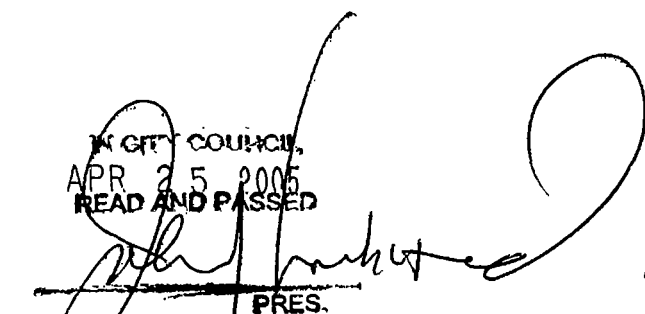
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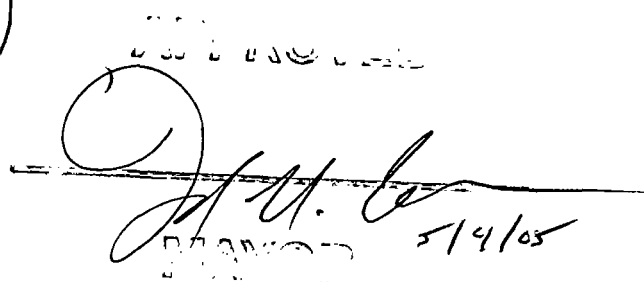
Approved May 4, 2005

WHEREAS, the State of Rhode Island proposes to undertake roadway rehabilitation and/or improvements on certain roads in the city; and

WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic;

NOW, THEREFORE, BE IT RESOLVED THAT His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement with the State of Rhode Island with respect to the resurfacing and crosswalks on Westminster Street, Rhode Island Contract No. 9893. Said Agreement shall be substantially in the form exhibited in Attachment "A", subject to such modifications as may be recommended by the Mayor and/or the Law Department.

IN CITY COUNCIL,
APR 25 2005
READ AND PASSED

PRES.
Michael B. Clement
CLERK (CD)


5/4/05

IN CITY COUNCIL
AUG 5, 2004

FIRST READING
REFERRED TO COMMITTEE ON
CITY PROPERTY & Public Works, jointly

Michael Clement CLERK

THE COMMITTEE ON

CITY PROPERTY & Public Works,

Approves Passage of

The following Resolution

Ann M. Steiner

4-7-05 Clerk



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
OFFICE OF THE CHIEF ENGINEER

Two Capitol Hill, Rm 224
Providence, RI 02903-1124
PHONE 401-222-2492
FAX 401-222-3435 TDD 401-222-4971

June 18, 2004

Mr. Michael Clement
City of Providence
Office of City Clerk
25 Dorrance Street
Providence, RI 02903

Subject: Construction & Maintenance Agreements
Westminister Street Resurfacing and Crosswalks
~~I-95 Improved Ramps Access~~

Dear Mr. Clement:

As suggested in a June 9, 2004 letter from Adrienne G. Southgate, Esq., we are submitting revised Construction & Maintenance Agreements for the above-mentioned projects for execution. Once the City of Providence has signed the enclosed C&M Agreements, kindly return said agreements to this office for further processing.

If you have any questions concerning the agreements, please do not hesitate to contact this office.

Very truly yours,

Edmund T. Parker, Jr., P.E.
Chief Engineer

LAC/lc

cc: William Chuck Alves
Kazem Farhoumand, P.E.
Richard G. Fondi
Adrienne G. Southgate, Esq.
file

IN CITY COUNCIL
JUL 1 2004
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Michael R. Clement
CLERK

IN CITY COUNCIL
JUL 1 2004
FIRST READING
REFERRED TO COMMITTEE ON
CITY PROPERTIES

Michael R. Clement
CLERK

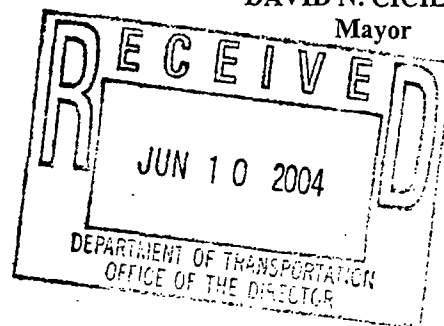
Commencement

JOSEPH M. FERNANDEZ
City Solicitor

DAVID N. CICILLINE
Mayor



Department of Law



June 9, 2004

James R. Capaldi, P.E.
Director
Rhode Island Department of Transportation
Two Capitol Hill
Providence, RI 02903-1124

Re: Providence Transportation Projects

Dear Director Capaldi:

Last week, I reported on a number of outstanding Construction and Maintenance Agreements about which Ed Parker had written to me on May 31. I have now determined that one of these agreements was approved on October 13, 2000; I transmit the implementing Resolution and copies (signed by the present Mayor, of course) for the RIDOT signatures. The Clerk's office has no record of ever receiving or processing the other two agreements, although the work has been long since completed. May I suggest that you resubmit them to the Clerk's office, revised to reflect the current Mayor? I had hoped that they could simply process the duplicate copies provided with Mr. Parker's letter, but this turns out to be impossible.

Thank you for your help in clearing up this ancient business.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Adrienne G. Southgate".

Adrienne G. Southgate
Deputy City Solicitor

Westminister Street Resurfacing and Crosswalks
Rhode Island Contract Number: 9893
Construction & Maintenance Agreement
Municipal Highway
State Funds
by and between the
State of Rhode Island and Providence Plantations
and the
City of Providence

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 designated certain improvements to be included in the above-referenced Project in Providence, Rhode Island, which is part of the State Capitol Program, and

WHEREAS the **STATE** will accomplish said improvements with State funds 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:

SECTION I - GENERAL PROVISIONS

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

2. The **MUNICIPALITY** will allow the **STATE** to enter onto its property for purposes of constructing the **PROJECT** and the improvements.

3. Prior to construction of the **PROJECT**, the **MUNICIPALITY** will remove, by its own forces any and all municipally owned materials including but not limited to traffic signal systems, granite curb and directional/regulatory/warning signs, which the **MUNICIPALITY** desires salvaged and stockpiled. Should the **MUNICIPALITY** fail to remove said materials, the **MUNICIPALITY** will reimburse the **STATE** for all costs incurred relative to the handling, hauling and disposal of said materials to the **MUNICIPALITY**'s designated storage site.

4. Upon completion of the **PROJECT**, the **MUNICIPALITY** will:

- (a) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the **PROJECT**;
- (b) 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;
- (c) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
- (d) 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
- (e) maintain all portions of the **PROJECT**, in accordance with the RIDOT Plans and Specifications, at its own cost and expense, after construction is completed and will make ample provision each year for such maintenance.

5. All work performed under this Project is subject to the approval and inspection of the **STATE** authorities.

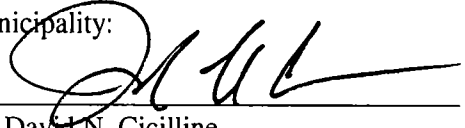
6. This Agreement may be amended only by written agreement of the parties.

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 _____, 2004.

Recommended for Approval:

Chief Engineer
Department of Transportation

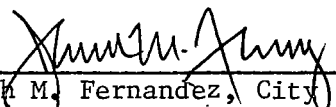
Municipality:

By: 
David N. Cicilline
Mayor

Approved as to form:

Chief Legal Counsel
Department of Transportation

Approved as to Form:



Joseph M. Fernandez, City Solicitor

Approved:

Dated: 5 May 05

Director
Department of Transportation

Westminister Street Resurfacing and Crosswalks
Rhode Island Contract Number: 9893
Construction & Maintenance Agreement
Municipal Highway
State Funds
by and between the
State of Rhode Island and Providence Plantations
and the
City of Providence

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- (e) maintain all portions of the **PROJECT**, in accordance with the RIDOT Plans and Specifications, at its own cost and expense, after construction is completed and will make ample provision each year for such maintenance.

5. All work performed under this Project is subject to the approval and inspection of the **STATE** authorities.

6. This Agreement may be amended only by written agreement of the parties.