

I-195 Relocation Advanced Signal Contract
Rhode Island Contract No. 2008-CT-071
CONSTRUCTION AND MAINTENANCE AGREEMENT
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** will upgrade existing traffic signals at the intersections of Dyer Street at Peck Street, Broadway at Allens Avenue/Greene Street, Eddy Street at Dudley Street, Eddy Street at Public Street, Eddy Street at Thurbers Avenue, Service Road 7 at Atwell Avenue, Service Road 7 at Broadway, Service Road 7 at Washington Street, Service Road 7 at Westminster Street, Service Road 7 at Broad Street, Franklin Street (Service Road 8) at Broad Street, Service Road 8 at Washington Street, Service Road 8 at Broadway, Service Road 8 at Atwells Avenue (collectively the **FACILITIES**) as part of the project; and

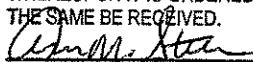
WHEREAS, the **STATE** will be responsible for the design and construction costs of the Facilities.

WHEREAS, the **STATE** and the **MUNICIPALITY** agree that the construction of said **FACILITIES** must be closely and dependably integrated with said Project during the various phases of operation, both preparatory and permanent, for the best interest of traffic movement and control and for public convenience.

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

1. The above recitals are hereby incorporated as if fully restated.
2. The **MUNICIPALITY** will allow the **STATE** and its contractor to enter onto its property at Dyer Street at Peck Street, Broadway at Allens Avenue/Greene Street, Eddy Street at Dudley Street, Eddy Street at Public Street, Eddy Street at Thurbers Avenue, Service Road 7 at Atwell Avenue, Service Road 7 at Broadway, Service Road 7 at Washington Street, Service Road 7 at Westminster Street, Service Road 7 at Broad Street, Franklin Street (Service Road 8) at Broad Street, Service Road 8 at Washington Street, Service Road 8 at Broadway, Service Road 8 at

IN CITY COUNCIL
OCT 2 2008

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.
 CLERK

Atwells Avenue for purposes of constructing the **FACILITIES**.

3. All necessary labor, materials, equipment and other services shall be provided by the **STATE**'s contractor in accordance with the **STATE**'s Standard Specifications for Road and Bridge Construction, 2004 edition as may be amended or revised.

4. After award of the **STATE** contract, a pre-construction conference will be held at which time the contractor will meet with representatives of the **STATE** and the **MUNICIPALITY** to expedite the progress of the Project and the installation and adjustments of the **FACILITIES**.

5. All work performed under this Agreement is subject to approval and inspection of **STATE** and Federal authorities. All work performed in reference to the **FACILITIES** shall conform to the specifications and procedures referenced in the Contract Documents entitled "State of Rhode Island and Providence Plantations, Department of Transportation, Rhode Island Contract No. 2008-CT-071" and all addenda thereto and "Distribution of Quantities" document provided therewith which are hereby made a part of this Agreement by reference.

6. Extra Work is defined as work not provided for in the contract as awarded but considered essential to the satisfactory completion of the Project. Any extra work will be the responsibility of the **STATE**.

7. Upon completion of construction of the **FACILITIES**, the **MUNICIPALITY** shall maintain the traffic signals at Dyer Street at Peck Street, Broadway at Allens Avenue/Greene Street, Eddy Street at Dudley Street, Eddy Street at Public Street, Eddy Street at Thurbers Avenue, Service Road 7 at Atwell Avenue, Service Road 7 at Broadway, Service Road 7 at Washington Street, Service Road 7 at Westminster Street, Service Road 7 at Broad Street, Franklin Street (Service Road 8) at Broad Street, Service Road 8 at Washington Street, Service Road 8 at Broadway, Service Road 8 at Atwells Avenue as constructed, including the Emergency Vehicle Priority Control System at its own cost and expense with the restriction that maintenance thereof shall be done in a manner not detrimental to the highway and its uses. Sufficient traffic control, at the **MUNICIPALITY**'s expense must be provided in accordance with the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions. The **MUNICIPALITY** will 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.

8. The **MUNICIPALITY** shall indemnify and hold the **STATE** harmless from any and all injury or damage to persons or property arising out of the performance of any work by the **MUNICIPALITY** or persons engaged by the **MUNICIPALITY** necessary to complete the adjustments of the **FACILITIES**.

9. 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 award of the construction contract.

10. 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 _____, 2008.

STATE OF RHODE ISLAND

DEPARTMENT OF TRANSPORTATION

CITY OF PROVIDENCE

Recommended for Approval:

Chief Engineer

Recommended for Approval:

Recommended for Approval:

Chief Financial Officer

Title

Approved as to form:

Executive Counsel

Approved:

Director

Correct as to Form and Satisfactory to Me:

Deputy City Solicitor