

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 50

Effective ~~XXXXXX~~ January 30, 2012

WHEREAS, The State of Rhode Island proposes to undertake roadway reconstruction, rehabilitation and/or improvement 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 the Downtown Providence Traffic Circulation Improvements Construction and Maintenance Agreement (Phase 2). Said Agreement shall be substantially in the form as exhibited in attachment "A" subject to such modifications as may be recommended by the Mayor and/or the Department of Law.

IN CITY COUNCIL

JAN 19 2012

READ AND PASSED

[Signature]  
PRES.

[Signature]  
CLERK

I HEREBY APPROVE.

[Signature]  
Mayor

Date: 1/23/12



**CITY OF PROVIDENCE**  
Angel Taveras, Mayor

Date: December 14, 2011

Anna Stetson  
City Clerk  
City hall  
25 Dorrance Street  
Providence, RI 02903

**Re: Construction and Maintenance Agreement  
Downtown Providence Traffic Circulation Improvements Phase 2**

Dear Anna:

Attached are two originals of the "Downtown Providence Traffic Circulation Improvements – Phase 2 Construction and Maintenance Agreement." This requires city council ratification. Please put this on the agenda for the next council meeting.

City Council ratification of this agreement is a priority for the Finance Department as a very large financial reimbursement from the Rhode Island Department of Transportation is tied to this ratification. It is my understanding that Larry Mancini and Michael D'Amico are pursuing a special council meeting to get this agreement ratified.

Once the agreement is ratified by the city council please keep one original for the city records and send the second original to me and I will send it to RIDOT.

Very Truly Yours

Natale D. Urso, PE, PTOE  
Deputy City Engineer

Xc(via e-mail): Paul Thomas, David Pontarelli, Larry Mancini

**DEPARTMENT OF PUBLIC WORKS**  
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**Downtown Providence Traffic Circulation Improvements – Phase 2**

**Construction & Maintenance Agreement**

**Municipal Highway**

**Federal Funds**

**by and between the**

**State of Rhode Island and Providence Plantations**

**and the**

**City of Providence**

**Rhode Island Federal-Aid Projects:**

**HPP-4848(001), STPG-8888(184), STP-CSCO(001) & STP-RESF(186)**

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AGREEMENT made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the State) and the City of Providence (hereinafter the Municipality).

WHEREAS the State in cooperation with the Municipality has selected the Downtown Providence Traffic Circulation Improvements – Phase 2 (hereinafter referred to as the Project) for the 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 Municipality will accomplish said improvements with the funds apportioned to the Municipality 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 the completion of the improvements.

WHEREAS, the Municipality agrees to be responsible for the design and construction of the Project; and

WHEREAS, the Project will be implemented under the provisions established in the Federal-Aid Policy Guide of the FHWA, FHWA regulations at Title 23 of the Code of Federal Regulations, and State requirements and procedures; and

WHEREAS, the State and the Municipality recognize that Project funds may be reduced based upon obligational authority limitations; and

WHEREAS, the State has agreed to contribute funds not exceeding Four Million, Seven Hundred Thirty Eight Thousand, Eight Hundred and Eighty Two Dollars and Fifty Cents (\$4,738,882.50) towards the Project; of this amount up to Four Million, Twelve Thousand, Eight Hundred and Two Dollars and Twenty Four Cents (\$4,012,802.24) is federally funded and up to Seven Hundred Twenty Six Thousand, Seventy Seven Dollars and Twenty Six Cents (\$726,077.26) is state funded.

NOW THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the State and the Municipality hereby agree as follows:

1. The Project will consist of the resurfacing of Broad Street/Weybosset Street between Franklin Street and Dorrance Street, Empire Street between Broad Street/Weybosset Street and Fountain Street, and Dorrance Street between Fulton Street and Clifford Street. Replacement of all the traffic signal equipment at the following intersections: Empire Street at Fountain Street, Empire Street at Westminster Street, Empire Street/Chestnut Street at Broad Street/Weybosset Street, Claverick Street/Greene Street at Broad Street and Weybosset Street at Richmond Street. Installing a new signal system at the Weybosset Street/Mathewson Street intersection. Upgrading some signal equipment at the following intersections: Empire Street at Washington Street and Dorrance Street at Weybosset Street. Geometrical improvements along Dorrance Street between Snow Street and Union Street, including widening the existing roadway in order to provide a two-way street. Signage and pavement markings improvements project wide.
2. The authorized start date of the Project for reimbursement purposes shall be the Department's Notice to Proceed.
3. The Municipality will be responsible for design and construction of the Project in accordance with the plans and specifications approved by the State.
4. Prior to the start of construction, the Municipality shall certify to the State that all improvements made as part of the Project are on public right-of-way and that no private properties, acquisitions, easements or other right-of-way permissions are required.
5. The Municipality will be responsible for payment of all costs associated with design and construction of the Project; the State will reimburse the Municipality up to and not exceeding Four Million, Seven Hundred Thirty Eight Thousand, Eight Hundred and Eighty Two Dollars and Fifty Cents (\$4,738,882.50) for such costs; costs in excess of said reimbursement are the responsibility of the Municipality. Supporting documentation of payment will be required for all reimbursements.

6. The Municipality will select a Project Manager to administer the Project. Such administration will include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders, and contract addenda. The Municipality will maintain all financial records.
7. Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws of Rhode Island, the State reserves the right to require a plan to ensure that one or more Minority Business Enterprise (MBE) as defined therein, or Disadvantaged Business Enterprise (DBE) as provided in 49 CFR 26, has the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. The State shall not issue a Notice to Proceed to construction of the Project until such MBE/DBE plan, if required, has been approved. The Municipality and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of work under this Agreement.

At the pre-construction conference, the Municipality's contractor shall submit an MBE/DBE Plan for review and approval by the State. The plan shall demonstrate the manner in which the Municipality's contractor will achieve participation rates established by the State.

8. The Municipality will select a consultant to design the Project and develop the bid documents.
  - A. In selecting the consultant, the Municipality will prepare a Request for Proposals (RFP) seeking an engineering consultant to develop the design and bid documents for the Project. The RFP will include the purpose of the Project, the scope of services, description of the work product to be provided, request for a budget, and schedule for completion of the Project, as well as the qualifications of the applicant.
  - B. The Municipality will submit the RFP to the State for review and approval. Upon such approval, the Municipality will advertise and issue the RFP in accordance with Federal and State statutes, regulations, and procedures.
  - C. All procurement actions by the Municipality will comply with 23 CFR Part 172.7, and 23 USC 112(b) (2). Federal reimbursement will be limited to the federal share of costs allowable under 48 CFR Part 31 (Federal Acquisition Regulations).
9. The Municipality shall perform a final audit of the contract(s) in accordance with OMB Circular A-133. The State will not make final payment to the Municipality until the State has received a copy of the completed audit.
10. The design of the Project will conform to all State design standards and policies.

- A. The Municipality will submit the design plans to the State for review and approval at the preliminary stage of design and submit the plans, specifications, and estimates (hereinafter PS&E) at the 90% stage of design and at the PS&E stage of design. Such submissions will include but not be limited to all engineering, landscaping, and permitting requirements, as applicable to the Project.
  - B. The State will respond to the submissions within thirty (30) days of their receipt.
  - C. Review by the State is for the limited purpose of confirming that final design documents will be acceptable to the State and is not intended to relieve the Municipality of full responsibility with respect to errors and omissions.
11. The Municipality will work with the State to obtain an Environmental Determination of no significant impact for the Project in accordance with FHWA regulation at 23 CFR Part 771.117. Construction of the Project may proceed only after receipt of said Environmental Determination.
12. The Municipality will construct the Project using the design approved by the State subject to the following requirements:
- A. In awarding the construction contract to the lowest qualified bidder, the Municipality will use competitive bidding for the Project in conformance with 23 CFR Part 635 and will comply with all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
  - B. The Municipality shall be responsible for ensuring that materials incorporated into the Project are in conformance with State Standards and Specifications.
    - 1. The Municipality shall submit a Materials Testing Schedule based upon the Department's Master Materials Testing Schedule to the State for review and approval before commencing construction.
    - 2. Steel, aggregate, soils, Portland cement concrete, and bituminous concrete utilized in construction of the Project shall be obtained from State approved sources and sampled and tested by personnel certified by either the Northeast Transportation Training and Certification Program, the National Institute for Certification of Engineering Technologies or American Concrete Institute, whichever may be applicable, for the materials being sampled and tested.
    - 3. Steel used in permanent placements shall comply with Buy America Requirements.
    - 4. The Municipality shall obtain certificates of compliance and mill certifications in accordance with the approved Materials Testing Schedule.

5. The Municipality must certify that all materials used as part of the Project comply with the design specifications established for the Project.
  6. Contractor test results shall not be used for materials acceptance.
  7. All samples shall be random samples and all sampling and all testing shall meet the requirements of 23 CFR Part 637, Construction Inspection and Approval.
  8. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Project Manager prior to incorporating the product into the work. Under no circumstances will the State reimburse costs for items where a certificate of compliance is required and has not been received.
- C. The Municipality must certify that prevailing wage (Davis Bacon) rates have been paid during the construction of the Project. Certifications of prevailing wage rates must be provided with each invoice, subject to review and acceptance by the State in accordance with State procedures.
  - D. For projects within the State highway right-of-way, in accordance with 23 CFR 635.105, the State shall assign an engineer to ensure that the Project receives adequate supervision and inspection to insure that the Project is completed in accordance with approved plans and specifications.
13. The following are the General Program Requirements for the submission of reimbursement requests by the Municipality:
- A. The Municipality shall invoice the State for work completed by the contractor on the Project and the cost of materials supplied by the contractor to the Project in accordance with State requirements and procedures.
  - B. The Municipality shall submit reimbursement requests with a cover letter signed by the Project Manager containing the following language and provisions:

"I hereby certify that the materials and work for which payment is being requested meets the requirements of the contract documents and approved change orders in all respects, except as noted below. This certification is made in full cognizance of the Federal False Statements provision under United States Code, title 18, section 1020, and I am duly authorized to certify on behalf of the City of Providence."
14. The following are the General Program Requirements for the finalization and closeout of the Project:

A. Finalization and acceptance of the Project shall be performed by the State. The following items are required to finalize and close the Project:

1. Final inspection report
  2. Corrective action plan(s) and Punch list resolutions
  3. Letter of Project acceptance certifying that the Project has been completed in accordance with the contract documents
  4. MBE/DBE certification
  5. Prevailing Wage Rate Certification (Davis Bacon)
  6. Anti Collusion Certification
  7. Materials Testing Certifications
  8. Certification by the Project Manager that all certificates of compliance and mill certifications are on file
  9. Copy of Single Audit Report (s) issued in years in which work was performed or a copy of the program specific audit if applicable
  10. Equal Employment Opportunity statement
15. The Project shall be subject to inspections by the State in accordance with State-funded project procedures. All findings must be satisfactorily addressed before final reimbursement by the State.
16. Upon completion of the Project, the Municipality will be responsible to maintain all aspects of the Project in accordance with the plans and specifications developed for the Project at its own cost and expense.
17. All costs billed under this Agreement are subject to audit. The Municipality agrees to maintain all records pertaining to the costs incurred in performance of the Project and this Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed.
18. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.
19. The Mayor will take all necessary steps to receive authority from the Providence City Council to enter into and execute this Agreement including but not limited to submission of this Agreement to the Providence City Council for ratification and submission of proof of such authority to the State prior to the construction of the project.
20. This Agreement may not be altered or amended except by written agreement signed by all the parties.

IN WITNESS WHEREOF, The Rhode Island Department of Transportation and the City of Providence have caused this Agreement to be executed by duly authorized officials on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

*[Signature]*  
CHIEF ENGINEER *For*  
DATE: 11/22/11

*Robert D. Farley*  
CHIEF FINANCIAL OFFICER  
DATE: 11-18-11

APPROVED AS TO FORM:

*[Signature]*  
EXECUTIVE COUNSEL  
DATE: 11/24/11

APPROVED:

*[Signature]*  
DIRECTOR  
DATE: 11/23/11

CITY OF PROVIDENCE

APPROVED AS TO FORM:

*[Signature]*  
SOLICITOR  
DATE: 11/29/11

APPROVED:

*[Signature]*  
MAYOR OF PROVIDENCE  
DATE: 12/2/11

*and correctness*