



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
JUN 4 2009

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.
 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

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.

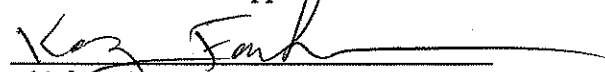
4. The **MUNICIPALITY** must notify the **STATE's** Maintenance Division 24 hours in advance of entering a traffic signal controller cabinet. The **STATE's** representative must be on site during maintenance of the Emergency Vehicle Priority Control System.

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

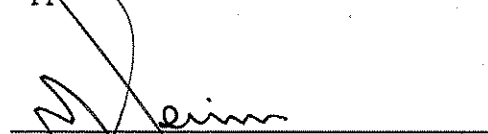
Municipality: City of Providence

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