



CITY OF PROVIDENCE

Angel Taveras, Mayor

Date: October 16, 2012

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

**Re: Construction and Maintenance Agreement
Atwells Avenue Safety Improvements**

Dear Anna:

Attached are three originals of the **Atwells Avenue Safety Improvements Construction and Maintenance Agreement**. This requires city council approval. Please put this on the agenda for the next council meeting.

Once the agreement is approved by the city council please keep one original for the city records and send the other 2 originals to me. I will send one to the Law department and one to RIDOT. All three of these originals should have a stamp or some other form of proof that this agreement was approved by the city council.

Very Truly Yours

A handwritten signature in cursive script that reads "Natale D. Urso".

Natale D. Urso, PE, PTOE
Deputy City Engineer

**IN CITY COUNCIL
FEB 13 2013**

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED
A handwritten signature in cursive script, likely of the City Clerk, over the stamp.
CLERK

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905

401 467 7950 ph | 401 941 2567 fax

www.providenceri.com

ATWELLS AVENUE SAFETY IMPROVEMENTS
Sub Recipient Agreement
By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF PROVIDENCE

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 City).

WHEREAS, the State is the recipient of Local Public Agency funding from the United States Department of Transportation, administered through the Federal Highway Administration (hereinafter FHWA) under catalog of Federal Domestic Assistance Number 20.205; and

WHEREAS, the State has approved the City's application for funding the ATWELLS AVENUE SAFETY IMPROVEMENTS (hereinafter the Project); and

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

WHEREAS, the Project shall be implemented under the provisions established in the Federal-Aid Policy Guide of FHWA and comply with the Code of Federal Regulations, Title 23, Highways; and

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

WHEREAS, the State has agreed to contribute funds not exceeding Five Hundred Thousand Dollars (\$500,000.00) towards the Project; of this amount eighty percent or up to Four Hundred Thousand Dollars (\$400,000.00) is federally funded and twenty percent or up to One Hundred Thousand Dollars (\$100,000.00) is State funded;

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

1. The Project will consist of safety improvements along Atwells Avenue from Knight Street to Service Road 8 including sidewalk bumpouts at certain pedestrian crosswalks, rectangular rapid flashing beacons at certain pedestrian crosswalks, traffic signal improvements, wheelchair ramp construction, signing, pavement markings and Traffic Management during construction.
2. The authorized start date of this project for reimbursement purposes shall be the Department's notice to proceed.

3. The City shall be responsible for the design and construction of the Project in accordance with the plans and specifications approved by the State.
4. The City shall be subject to all applicable federal requirements on federal-aid funds expended.
5. The City shall be responsible for payment of all costs associated with design and construction of the Project; the State shall reimburse the City up to and not exceeding Five Hundred Thousand Dollars (\$500,000.00) for such costs; costs in excess of said reimbursement are the responsibility of the City. Supporting documentation of payment shall be required for all reimbursements.
6. The City shall select a Project Manager to administer the Project. Such administration shall include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders, and contract addenda. The City shall maintain all financial records.
7. The City shall notify all bidders and affirmatively insure that in any contract entered into for design or construction of this Project, Disadvantaged Business Enterprises (DBE) (as defined in 49 CFR § 26.5) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, sex, national origin, age or disability. Moreover, 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 Enterprises (MBE) as defined therein, or DBE, 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.
8. If the City is subject to the single audit requirements established in the Office of Management and Budget (OMB) Circular No. A-133, the City shall be required to submit a copy of the single audit report for each year in which work was performed.

Otherwise

If the City is not subject to the audit requirements of OMB Circular No. A-133, the City shall perform a final audit of the contract(s) in accordance with Circular No. A-133. The State will not make final payment to the City until the State has received a completed copy of the audit.

9. The design of the Project shall conform to all State design standards, standard specifications and standard details.
 - A. The City shall 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 final PS&E stage of design. Such submissions shall 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 shall be acceptable to the State and is not intended to relieve the City of full responsibility with respect to errors and omissions.
10. The City shall 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.
11. The City shall construct the Project using the design approved by the State.
- A. Construction contracts shall be awarded to the lowest qualified bidder according to federal and State laws, rules and regulations.
 - B. In awarding the construction contracts within the State Highway Right of Way (ROW), the City shall use competitive bidding for the Project in conformance with 23 CFR Part 635 and shall comply with all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
 - C. In awarding the construction contracts outside the State ROW to the lowest qualified bidder, the City shall use competitive bidding for the Project in conformance with the provisions of Title 37, Chapter 2 of the Rhode Island General Laws, and Federal Acquisition Regulations. If this contract is applicable to a private non-profit organization then 49 CFR Part 19 shall apply.

12. Construction Management

- A. For projects within the State Highway ROW, in accordance with 23 CFR 635.105 (a), the State shall assign a Resident Engineer and appropriate inspection staff to be responsible for construction management of the Project.
- B. For projects outside the State ROW: The City shall be responsible for managing the project by assigning a Project Manager or by obtaining consultant services. The City is responsible for monitoring construction activities and must certify that completed work is in accordance with the approved plans and specifications. The City shall provide a copy of said certification to the State for each reimbursement invoice for construction. In addition, the City shall provide a copy of a Final Report on the Project to the State. The report shall contain a summary of costs along with a certification that the Project was constructed in accordance with the approved plans and specifications.
- C. The City is responsible for ensuring that materials incorporated into the Project are in conformance with State Standards and specifications.
 - i. The City 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.

- ii. 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 as indicated in this section of the agreement. Steel used in permanent placements shall comply with Buy America Requirements
- iii. All sampling and testing must be performed 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.
- iv. The City shall obtain certificates of compliance and mill certifications in accordance with the approved Materials Testing Schedule.
- v. The City must certify that all materials used as part of the Project comply with the design specifications established for the Project.
- vi. Contractor test results shall not be used for materials acceptance.
- vii. 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.
- viii. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Project Manager or Resident Engineer 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.

D. The City must certify that prevailing wage (Davis Bacon) rates have been paid during the construction of the Project. The City is responsible for certifying compliance. Certifications of prevailing wage rates must be provided with each invoice, subject to review and acceptance by the State in accordance with State procedures.

13. Reimbursement Requirements

- A. The City 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. The City shall submit reimbursement requests with a cover letter containing the following language and shall be subject to the terms and conditions detailed in Section 13.
 - i. "I hereby certify that the materials and work for which payment is being requested meet 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 City."
 - ii. Certificates of compliance and mill certifications are on file.
 - iii. Reimbursement requests shall be subject to a 5% retainage.

iv. Requested amounts are subject to the reimbursement requirements of the Federal Acquisition Regulations.

v. Project records and documentation are subject to review and audit.

B. The Project shall be subject to inspection by State and/or federal personnel. All findings must be satisfactorily addressed before authorization of the final payment.

14. Project Finalization and Closeout

Finalization and acceptance of the Project shall be performed by the State.

A. The City shall submit the following contract closeout items to the State.

- i. Corrective action plan(s) and Punch list resolutions
- ii. DBE certification
- iii. Prevailing Wage Rate Certification (Davis Bacon)
- iv. Anti Collusion Certification
- v. Materials Testing Certifications
- vi. The City shall certify that all certificates of compliance and mill certifications are on file
- vii. Completed Single Audit Report(s) for all years in which work was performed or a copy of the program specific audit if applicable
- viii. Equal Employment Opportunity statement
- ix. The City shall provide a letter of Project acceptance certifying that the Project has been completed in accordance with the contract documents.

15. Upon completion of the Project, the City shall 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.

16. All costs billed under this Agreement are subject to audit. The City agrees to maintain all records of Project costs in accordance with 49 CFR §18.42.

17. The State reserves the right to terminate this Agreement if State or federal funds are rescinded or not authorized.

18. The City Mayor shall 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 construction of the Project.

19. This Agreement may not be altered or amended except by written agreement signed by all the parties.

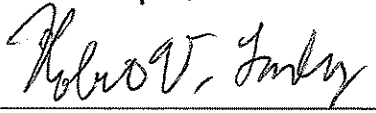
IN WITNESS WHEREOF, The Rhode Island Department of Transportation and the City of Providence have caused this Agreement to be executed by duly authorized officials on the _____ day of _____, 20__.

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:




CHIEF ENGINEER
DATE: 7/5/12



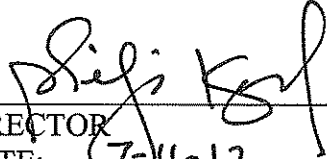
DIVISION ADMINISTRATOR
FINANCIAL MANAGEMENT
DATE: 7-6-12

APPROVED AS TO FORM:



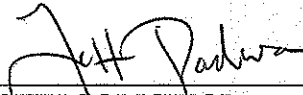
EXECUTIVE COUNSEL
DATE: 7/9/12

APPROVED:




DIRECTOR
DATE: 7-11-12

APPROVED AS TO
CORRECTNESS AND FORM:



CITY SOLICITOR
DATE: 10/4/12

APPROVED:



MAYOR
DATE: 10/12/12

EXAMINED AND APPROVED:

DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: _____