



# RESOLUTION OF THE CITY COUNCIL

No. 339

EFFECTIVE August 3, 2025



WHEREAS, The City of Providence ("City") shall be the recipient of State Transportation Improvement Program Funding through the Rhode Island Department of Transportation; and

WHEREAS, The State of Rhode Island acting through its Department of Transportation (hereinafter the "State") has approved the City's application for the funding for improvements at Washington Secondary Bike Path Extension Project (hereinafter the Project), which is listed in the Transportation Improvement Program under ID# 5215 and for design engineering and construction beginning in 2025 through 2028; and

WHEREAS, Pursuant to Section 2-21 of the Providence Code of Ordinances, all contracts made and entered into by or on behalf of the City shall be signed and executed by the Mayor of Providence.

NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence hereby RATIFIES the accompanying Agreement made and entered into by and among the State, the Rhode Island Department of Transportation and the City and hereby authorizes the Mayor of Providence to execute said Agreement on behalf of the City.

IN CITY COUNCIL  
JUL 24 2025  
READ AND PASSED

  
RACHEL M. MILLER, PRESIDENT  
  
CLERK

Effective without the  
Mayor's Signature

  
Tina L. Mastroianni  
City Clerk

SUBRECIPIENT AGREEMENT

By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF PROVIDENCE

And the

CITY OF CRANSTON

For the

WASHINGTON SECONDARY BIKE PATH EXTENSION

**AGREEMENT** made and entered into by and between the State of Rhode Island acting through its Department of Transportation (the "State") and the City of Providence (the "Providence"), which has as its registered Unique Entity Identifier (UEI) number: L28MEYDFLQN5.

**WHEREAS**, The State is the recipient of Highway Infrastructure Program (HIP) Funding from the United States Department of Transportation, administered through the Federal Highway Administration (FHWA) under Catalog of Federal Domestic Assistance (CFDA) 20.205, and

**WHEREAS**, the State is the recipient of Highway Infrastructure Program Funding for Providence by 2022 Congressionally Directed Spending for the Washington Secondary Bike Path Extension Project (the "Project"), listed in the State Transportation Improvement Program (STIP) under ID# 5215, and

**WHEREAS**, no Research & Development (R&D) activities are part of the Project; and

**WHEREAS**, except as herein stated, Providence agrees to be responsible for the design, construction, and construction administration 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 (CFR) and State requirements and procedures; and

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

**WHEREAS**, the State and Providence have agreed to contribute Five Million Seventy Hundred Twenty Thousand Dollars (\$5,720,000) towards the Project; of this amount, Eighty Percent (80%) or up to and not exceeding Four Million Five Hundred Seventy-Six Thousand Dollars (\$4,576,000) is federally funded through the Highway Infrastructure Program Funding and Twenty Percent (20%) or up to One Million One Hundred Forty-Four Thousand Dollars (\$1,144,000) is State funded.

**NOW THEREFORE**, in consideration of the foregoing premises and the mutual obligations therein, the State and Providence hereby agree as follows:

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Subrecipient Agreement

State of RI/City of Providence/City of Cranston

1. The Project will construct an approximate 1 mile on-and-off-road multi-use trail to connect Olneyville Square in Providence to the current terminus of the Washington Secondary Bike Path at Depot Avenue in Cranston.
2. The authorized start date of the Project for reimbursement purposes shall be the purchase order authorization date. The Project performance end date shall be December 31, 2028.
3. Providence shall be responsible for design, construction, and construction administration of the Project in accordance with the plans and specifications approved by the State.
4. The State shall monitor the activities of Providence as necessary to ensure that the funds are used of authorized purposes, in compliance with Federal statutes, regulation, and the terms and conditions of this Agreement. The Project is partially on City Providence and The City of Cranston property. Providence will design and construct the Project with The City of Cranston's concurrence on agreed upon responsibilities. (Attachment A)
5. Providence 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, condemnations, or other right-of-way permissions are required.
6. Providence will be responsible for payment of all costs associated with design, construction, and construction administration of the Project; the State shall reimburse the Providence up to and not exceeding Five Million Seventy Hundred Twenty Thousand Dollars (\$5,720,000) of the Highway Infrastructure Program for the project; cost in excess of said reimbursement are the responsibility of Providence. Supporting documentation of payment shall be required for all reimbursements.
7. Providence reserves the right to cancel, amend or revise the Project scope in the event that Project funds are reduced or eliminated or in the event that the bids exceed the Project estimates. Alternatively, Providence may elect to fund any costs in excess of the reimbursement amount by alternative means.
8. Providence 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 approving invoices, change orders, and contract addenda. Providence shall maintain all financial records.
9. Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws of Rhode Island (state funds), or 49 CFR part 26 (federal funds), Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement.
  - a. Providence shall not issue a Notice to Proceed to construction of the Project until such DBE plan, if required, has been approved.
  - b. This Project will be assigned a DBE goal. The State requires the submission of executed DBE subcontract Agreement(s) between the prime contractor and any qualified DBE subcontractor(s) who will perform work under this Contract. These executed Agreements

should be provided to the State for approval and include the executed DBE Utilization Form as the cover sheet for the DBE subcontracts.

- c. When Providence is ready to advertise the contract, the contract documents must include DBE Special Provisions.
10. Pursuant to EEO 11246 and 41 CFR Part 60, a contractor-based-program to provide on-the-job training (OJT) must be approved by the Department as referenced in the Required Contract Provisions for Federal-Aid projects (FHWA-1273) Index under Training Special Provisions. This program must be submitted by the contractor and/or subcontractor(s) whose work is valued at \$1,000,000 or greater to the Department's Civil Rights Office for approval. Contact the Department's Civil Rights Office OJT Coordinator to obtain OJT training plan approval and form(s) with instructions for submittal if this applicable.
  11. As a condition to receiving any federal financial assistance from the FHWA through the State, Providence is subject to and must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-4, 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and other pertinent anti-discrimination directives that form the basis of the State's Title VI/Nondiscrimination Program, including 23 U.S.C. §324; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; Title VIII of the Civil Rights Act of 1968, 42 U.S.C. §§ 3601-3619; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; the Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12131-12165; 49 U.S.C. § 5332; Executive Order No. 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations; and Executive Order No. 13166, Improving Access to Services for Persons with Limited English Proficiency. Furthermore, prior to submission of the first reimbursement request, Providence will submit to the State a signed Subrecipient Title VI Assurances and Non-Discrimination Provisions form.
  12. In accordance with the Code of Federal Regulations, 23 CFR 633.102(e), "The contractor shall insert in each subcontract, except as excluded by law or regulation, the required contract provisions contained in Form FHWA-1273 and further require their inclusion in any lower tier subcontract that may in turn be made. The required contract provisions of Form FHWA-1273 shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the requirements contained in the provisions of Form FHWA-1273". A copy of Form FHWA-1273 can be found at [Form FHWA-1273 – 'Required Contract Provisions Federal-Aid Construction Contracts' - Construction Program Guide - Contract Administration - Construction - Federal Highway Administration \(dot.gov\)](#). Modifications to the provisions of Form FHWA-1273 are not allowed.
  13. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended ("FFATA"), requires full disclosure of all entities and organizations receiving federal funds including grants, contracts, loans, and other assistance and payments through a single publicly accessible website, <https://www.usaspending.gov/>.

- a. In accordance with the Federal Fiscal Accountability Transparency Act (“FFATA”) and State of Rhode Island policy, all recipients and subrecipients of federal funds must have a valid UEI number and be registered with the System for Award Management (SAM).
  - b. Providence is required to show evidence of current registration in both systems. To download a PDF verification, go to [www.sam.gov](http://www.sam.gov) and go to “Search Records,” enter Providence UEI’s number and select “Export PDF”. Submit SAM Search Results PDF form with this Agreement.
  - c. Providence is required to maintain active registration in the System for Award Management. Registration must be reviewed and updated on a yearly basis prior to the expiration date.
14. Providence shall submit a copy of the single audit report required under Office of Management and Budget (OMB) Uniform Guidance 2 CFR 200.501 to the State if during any fiscal year Providence expends a total amount of Federal awards equal to or in excess of \$750,000. The Single Audit performed shall be in accordance with OMB Uniform Guidance 2 CFR 200.501. The required audit must be completed within 9 Months of the end of the Providence audit period. Within 6 months of RIDOT’s receipt of the audit, the Department will issue a management decision on the audit findings.
- a. Conversely, if during any fiscal year Providence expends a total amount of Federal awards less than \$750,000, it shall be exempt from the Single Audit requirement for that fiscal year.
  - b. The contents of the Federal Single Audit (“Audit Reports”) must be in accordance with the Government Auditing Standards issued by the Controller General of the United States.
  - c. The Audit Reports shall comply with the requirements as outlined in OMB Uniform Guidance 2 CFR 200.501.
  - d. Providence shall require that the work papers and reports of an independent Certified Public Accountant (“CPA”) be maintained for a minimum of five (5) years from the date of the Audit Report. Moreover, Providence will adhere to the applicable OMB Uniform Guidance at 2 CFR 200.501 compliance requirements for projects funded under CFDA number 20.205.
15. Providence will design the Project at its own cost and expense. The design of the Project will conform to all State design standards and policies.
- a. Providence will submit to the State for review and approval the Contract Documents per a mutually agreed upon schedule. The plans, specifications, and estimates will be submitted for approval at the preliminary design stage (30%), at the final design stage (90%), and the advertising stage (100%). Such submissions will include but not 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 Providence of full responsibility with respect to errors and omissions.
  - d. Providence shall acquire or cause its design consultant to acquire Errors and Omissions insurance listing the State as an additional insured on any such insurance policy and the

State must be provided a certificate and endorsement page as proof of insurance. All insurance policies shall provide thirty (30) days' notice of cancellation to the State and must be maintained through the duration of the Project.

16. Providence will generate the plans necessary in order for the State to obtain an Environmental Determination of no significant impact on the Project in accordance with FHWA regulation 23 CFR Part 771.117. However, the State will assist in the preparation and submittal of the necessary or advisable documentation as required to obtain an Environmental Determination of no significant impact for the Project. All right-of-way actions and/or contraction of the Project may only proceed after receipt of said Environmental Determination.
17. Providence 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 and responsive bidder, Providence 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. Providence shall assign an engineer to ensure that the Project is completed in accordance with approved plans and specifications.
  - c. Providence may utilize a Resident Engineer from its own forces and/or consulting engineering services to be responsible for administration of the construction of the Project. This responsibility shall include:
    - i. Monitoring the rate of the progress by the contractor on the Project, interpretations of Providence's approved contract documents and acceptable fulfillment.
    - ii. Ensuring that completed work by the contractor conforms to the contract documents.
    - iii. Decision making authority on the quality and acceptability of materials furnished, including the authority to reject defective material and/or suspend work that is being improperly performed.
    - iv. Authority to make changes to quantities not greater than ten percent (10%) of the corresponding values in the contractor's proposal.
    - v. Site visits at intervals appropriate to the various stages of construction to observe progress and inspection of the quality of work; and providing for more continuous visits and observations through qualified assistants as mutually agree upon with the State.
    - vi. Daily inspection reports outlining work items, work force, pay items, location, measurements, and any other pertinent information needed to document the Project work.
    - vii. Issuance of interpretations and clarifications of the contract document and review and approval of shop drawings and samples as required.
    - viii. Receipt and review of inspections and test to endure compliance with the contract documents.

- ix. Review of applications for payment; and recommendation of payment based on the progress and quality of work in accordance with the contract documents.
- x. Quarterly monitoring and reporting of DBE requirements.
- d. Providence shall be responsible for ensuring that materials incorporated into the Project are in conformance with State and Federal Standards and Specifications, material testing is subject to State reimbursement.
  - i. Providence shall submit a Materials Testing Schedule based upon the State'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 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.
  - iii. Construction shall comply with Buy America Requirements.
  - iv. Providence shall obtain certificates of compliance and mill certifications in accordance with the approved Materials Testing Schedule.
  - v. Providence 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 requirement 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 prior to incorporating the product into the work. Under no circumstances will the State reimburse costs for items where certificate of compliance is required without review and approval of said certificate.
- e. Providence must certify that prevailing wage (Davis-Bacon Act in accordance with 29 CFR 5.5) 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.
- f. Providence shall notify the State in writing of the anticipated start date of construction. Notification shall be delivered by hand, electronic mail, or by certified mail (return receipt requested) addressed as follows:
  - RI Department of Transportation
  - Attn: Office of Transit and Capital Programming
  - Two Capitol Hill, Room 314
  - Providence, RI 02903
- g. Prior to the commencement of construction, Providence shall acquire, or cause its contractor to acquire liability insurance at the minimum amounts as specified in the State's Standard Specification for Road and Bridge Construction (latest edition and/or compilation). The State must be listed as an additional insured and Loss Payee on any such insurance policy, and the State must be provided a certificate and endorsement page

as proof. All insurance policies shall provide thirty (30) days' notice of cancellation to the State and must be maintained through the duration of the Project until final acceptance of the Project.

18. The following are the General Program Requirements for the submission of reimbursement requests by Providence.

- a. Providence 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. All invoices shall include proper documentation, including but not limited to proof of payment for expenses included in the invoice. All invoices shall be sent directly to:

Department of Transportation  
Attn: Accounts Payable  
[dot.accountspayable@dot.ri.gov](mailto:dot.accountspayable@dot.ri.gov)

- b. Providence 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 provisions under United States Code, Title 18, Section 1020, and I am duly authorized to certify on behalf of The City of Providence"*

19. The following are in 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:
  - i. Final Inspection Report
  - ii. Corrective action plan(s) and Certification for Punch List Resolution
  - iii. State's Certificate of Completion and Final Acceptance certifying that the Project has been completed in accordance with the contract documents.
  - iv. DBE Request for Verification of Payment and Final DBE Participation Report
  - v. Certification for Prevailing Wage (Davis Bacon) Rate
  - vi. Anti-Collusion Certification for Contract and Force Account
  - vii. Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions and – Lower Tier Covered Transactions
  - viii. Materials, Certificates of Compliance and Mill Tests Certification
  - ix. Copy of Single Audit Report(s) issued in years in which work was performed if applicable
  - x. Equal Employment Opportunity Certificate of Compliance
  - xi. A copy of As-Built Plans

20. Providence and State agree that no work associated with the relocation of utilities underground shall be subject to reimbursement as part of this Project.
21. The State reserves the right to have access to any documents, papers, or other records of Providence which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to Providence's personnel for the purpose of interview and discussion related to such documents.
22. The Project shall be subject to inspection by the State in accordance with State procedures. All findings must be satisfactorily addressed before final reimbursement by the State.
23. Upon completion of the Project, the City of Providence and the City of Cranston will be responsible for the maintenance of the facility/facilities constructed under this Agreement in accordance with plans and specifications developed for the Project at their own cost and expense. (Attachment A) The facility shall be in an accessible condition for all pedestrians, including persons with disabilities, with only isolated and temporary interruptions in accessibility as required under 28 CFR § 35.133. This maintenance obligation includes reasonable snow removal efforts.
24. Providence agrees to indemnify, defend and hold harmless the State, its officers, employees, and agents from any and all suits, actions, claims, liabilities, damages, losses, penalties, or costs of any character or nature brought on account of any injuries, death, damages sustained by any person or property, or from any violations of local, state, or federal laws or regulations arising out of or from any cause whatsoever in relation to the Project or this Agreement.
25. All costs billed under this Agreement are subject to audit. Providence 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.
26. Providence Mayor will take all necessary steps to receive authority from Providence City Council to enter into and execute this Agreement including but not limited to submission of the Agreement to the Providence City Council for ratification and submission of proof of such authority to the State prior authorized start date of the Project.
27. The State reserves the right to terminate this Agreement if State of Federal funds are rescinded or not authorized.
28. This Agreement may not be altered or amended except by written agreement signed by all the parties.
29. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument, and any of the parties or signatories may execute this Agreement by signing each counterpart. A copy of facsimile of a signature shall be binding upon the signatory as if it were an original signature.

**The remainder of this page is left blank intentionally.**

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Subrecipient Agreement

State of RI/City of Providence/City of Cranston

IN WITNESS WHEREOF, the Rhode Island Department of Transportation and the City of Providence, and the City of Cranston have caused this Agreement to be executed by duly authorized officials on \_\_\_\_ day of \_\_\_\_\_, 2024.

DEPARTMENT OF TRANSPORTATION  
RECOMMENDED FOR APPROVAL:

CITY OF PROVIDENCE  
RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Pamela Cotter DATE  
ADMINISTRATOR, PLANNING

\_\_\_\_\_  
Dawn Cruz  
CHIEF FINANCIAL OFFICER

\_\_\_\_\_  
John Igliazzi, Esq. DATE  
ASSISTANT DIRECTOR FOR LEGAL  
SERVICES

\_\_\_\_\_  
Jeffrey Dana DATE  
PROVIDENCE SOLICITOR

\_\_\_\_\_  
Peter Alviti, Jr. P.E. DATE  
DIRECTOR

\_\_\_\_\_  
Brett P. Smiley DATE  
MAYOR

DRAFT

