



CITY OF PROVIDENCE

Jorge O. Elorza, Mayor

Date: January 13, 2017

Lori Hagen
City Clerks Office
City hall
25 Dorrance Street
Providence, RI 02903

Re: Northwest Bike Trail/Woonasquatucket River Bikeway Contract 1 and Replacement of Pleasant Valley Parkway Bridge 777 – CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT ONE

Dear Lori:

Attached are three originals of the **Northwest Bike Trail/Woonasquatucket River Bikeway Contract 1 and Replacement of Pleasant Valley Parkway Bridge 777 – CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT ONE**. 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

Natale D. Urso, PE, PTOE
Traffic Engineer

IN CITY COUNCIL
APR 06 2017

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED

CLERK

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905

401 467 7950 ph | 401 941 2567 fax

www.providenceri.com

NORTHWEST BIKE TRAIL /WOONASQUATUCKET RIVER BIKEWAY
CONTRACT-1
and
REPLACEMENT OF PLEASANT VALLEY PARKWAY BRIDGE NO. 777

CONSTRUCTION & MAINTENANCE AGREEMENT

MUNICIPAL HIGHWAY

FEDERAL FUNDS

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

CITY OF PROVIDENCE

AMENDMENT ONE

Amendment One made and 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 and the MUNICIPALITY entered into a Construction and Maintenance Agreement for the NORTHWEST BIKE TRAIL /WOONASQUATUCKET RIVER BIKEWAY and REPLACEMENT OF PLEASANT VALLEY PARKWAY BRIDGE NO. 777 dated October 2, 2003 (attached hereto as Exhibit 1); and

WHEREAS, the STATE and the MUNICIPALITY wish to enter into this Amendment One to the Agreement amending the Description of the Project.

NOW THEREFORE, in consideration of the foregoing mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the STATE and the MUNICIPALITY agree as follows:

1. PAGE 3 – DESCRIPTION - ITEMS 1-5 are hereby deleted in their entirety and replaced with the following:

DESCRIPTION:

1. Maintenance of the various roadways associated with this project (Dean Street, Pleasant Valley Parkway, Promenade Street, Kinsley Avenue, Providence Place, Bath Street, Acorn Street) will be the responsibility of the MUNICIPALITY and is

inclusive of providing striping, signing, pavement markings, snow removal, and regular sweeping to designate and maintain the bike lanes.

2. The MUNICIPALITY in accordance with the MUNICIPALITY's October 22, 2015 correspondence (Attached hereto as Exhibit 2) understands and agrees to the placement of signage, striping and pavement markings to designate the bike lanes installed under the Replacement of the Pleasant Valley Parkway Bridge No. 777 contract, and agrees to maintain these bike lanes as needed.
 3. The MUNICIPALITY understands and agrees that the traffic signal equipment located at the intersection of Dean Street/ Promenade and Dean Street/Kinsley Avenue and installed under the Bridge No. 777 contract will remain as property of the RI Department of Transportation.
 4. The MUNICIPALITY understands and agrees to the removal of the bike lane along the left-hand shoulder of Providence Place and Promenade Street from Dean Street to Park Street and restriping these streets so as to create a bike lane along the right shoulder of each within those limits.
-
2. The Mayor will take all necessary steps to receive authority from the City Council to enter into and execute this AMENDMENT ONE, including but not limited to submission of this AMENDMENT ONE to the City Council for ratification and submission of proof of such authority to the State.
 3. All other provisions of the AGREEMENT shall remain in full force and effect.

THIS SPACE INTENTIONALLY
LEFT BLANK

IN WITNESS WHEREOF, the PARTIES have caused this AMENDMENT ONE to be executed by their duly authorized officials as of the date last written below.

Recommended for Approval:
DEPARTMENT OF TRANSPORTATION:

David W. Fish
David Fish, P.E.
Acting Chief Engineer
Department of Transportation

Date: 3-16-16

MUNICIPALITY:

William Bombard
William Bombard
City Engineer
City of Providence

Date: _____

Approved as to form:

[Signature]
Executive Counsel
Department of Transportation

Date: 3/14/16

[Signature]
City Solicitor
City of Providence

Date: _____

Approved:

[Signature]
Director Peter Alviti, P.E.
Department of Transportation

Date: 3/21/16

[Signature]
Mayor
City of Providence

Date: 12/21/16

Examined and Approval:

Division Administrator
U.S. Department of Transportation
Federal Highway Administration

Date: _____

Exhibit #1

Design RIC No. 3.02

NORTHWEST BIKE TRAIL /WOONASQUATUCKET RIVER BIKEWAY

CONTRACT-1

CONSTRUCTION & MAINTENANCE AGREEMENT

MUNICIPAL HIGHWAY

FEDERAL FUNDS

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 above-referenced Project in PROVIDENCE, RHODE ISLAND 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:

SECTION I - GENERAL PROVISIONS

1. The STATE, through its Contractor, will construct the improvements in accordance with the Plans and Specifications for the Project.

2. The MUNICIPALITY will allow the STATE to enter onto its property for purposes of constructing the Project.

3. Prior to construction of the Project, the MUNICIPALITY will remove, by its own forces any and all municipally-owned materials including but not limited to traffic signal systems, granite curb and directional/regulatory/warning signs, which the MUNICIPALITY desires salvaged and stockpiled. Should the MUNICIPALITY fail to remove said materials, the MUNICIPALITY will reimburse the STATE for all costs incurred relative to the handling, hauling and disposal of said materials to the MUNICIPALITY's designated storage site.

4. Upon completion of the Project, the MUNICIPALITY will:

(a) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the Project;

(b) conform to the latest edition of the Manual on Uniform Traffic Control Devices and Standards relative to all traffic control signals, flashing beacons, traffic islands, regulatory or warning signs, pavement markings, or other traffic control devices;

(c) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;

(d) 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 by this Project. Dated and attested copies of amendments to the Municipal Ordinance necessary for the enforcement of any specific provisions will be forwarded by the MUNICIPALITY to the STATE. All necessary Municipal Ordinances applicable to this Project shall be in effect prior to completion of construction; and

(e) maintain all portions of the Project, in accordance with the RIDOT Plans and Specifications, at its own cost and expense, after construction is completed and will make ample provision each year for such maintenance.

5. 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.

6. This Agreement may be amended only after the prior approval of the Division Administrator, Federal Highway Administration has been obtained as to such proposed amendment.

7. (a) The MUNICIPALITY will use or allow the use of for transportation purposes only the space below a plane sixteen feet, four inches (16' - 4") above the existing grade of the highway or the minimum clearance plus four inches as approved by the STATE, except the space necessary for foundations, vertical support facilities and utility and mechanical systems. Any other space above and below the highway may be used for other than transportation purposes only with the approval of the STATE and Federal authorities and in accordance with the provisions of the Federal-Aid Highway Act and the regulations adopted thereunder.

7. (b) The STATE reserves the right to require the execution of an Agreement between the STATE and the MUNICIPALITY or a third party responsible for developing and operating the air space for any use of the space above and below the highway for other than transportation purposes and said Agreement shall be submitted to the FHWA for approval.

Description:

1. Maintenance of the various roadways associated with this project will be the responsibility of the City of Providence and is inclusive of providing striping to designate the bike lane and also continuing to provide bollards at all times.

2. The City of Providence understands and agrees to the elimination of one westbound travel lane on Promenade Street from Park Street to Bath Street so as to create parallel parking on the northern shoulder and a bike path on the southern shoulder.

3. The City of Providence understands and agrees to the elimination of parallel parking on the southern shoulder of Kinsley Avenue from Eagle Street to Dean Street so as to create a bike path.

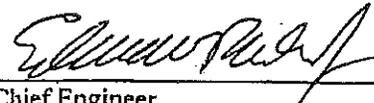
4. The City of Providence understands and agrees to the elimination of one eastbound travel/stacking lane on Kinsley Avenue at the intersection with Dean Street so as to create a bike path. The remaining eastbound travel lane will not only provide through movement, but also left turns.

5. The City of Providence understands the removal of light standard foundations, light standards and luminaries from Promenade Street, Dean Street, Kinsley Avenue and Providence Place will be those exclusively shown on the Plans. The Contractor who is awarded the construction job will be stockpiling them at the Providence Department of Public Works, 60 Ernest Street.

Design R/C No. 9519

IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this AGREEMENT to be executed by their duly authorized officials as of the 3rd day of October 2001. 2003

Recommended for Approval:



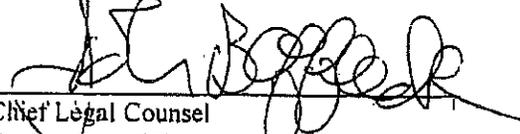
Chief Engineer
Department of Transportation

City of Providence:

By: 

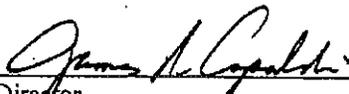
Mayor

Approved as to form:



Chief Legal Counsel
Department of Transportation

Approved:



Director
Department of Transportation

N.A.

Division Administrator
U.S. Department of Transportation
Federal Highway Administration

NORTHWEST BIKE TRAIL / Woonasquatucket River Bikeway
CONTRACT-F
CONSTRUCTION & MAINTENANCE AGREEMENT
by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
and the
CITY OF PROVIDENCE

Exhibit #2



Mayor of Providence

Jorge O. Elorza

October 22, 2015

Director Peter Alviti
Rhode Island Department of Transportation
Two Capitol Hill
Providence, RI 02903

Dear Director Alviti,

I am writing to express my support for the Rhode Island Department of Transportation's efforts to make the Pleasant Valley Parkway Bridge over the Woonasquatucket River safer for bicyclists by providing bicycle lanes on the bridge. The bridge provides a crucial connection for bicyclists between Downtown, Federal Hill, and the West End to the entire northwest quadrant of the City. I am committed to improving bicycle infrastructure throughout the City of Providence, particularly along key corridors that have the opportunity to connect neighborhoods and important destinations. Based on public feedback and concern, the Pleasant Valley Parkway-Dean Street corridor was identified by the Providence Bicycle and Pedestrian Advisory Commission as a priority corridor for bicycle infrastructure improvements at a public forum earlier this year. As a result of feedback received at that forum, Department of Planning and Development will soon be updating the City's Bicycle Master Plan to plan for and prioritize the bicycle infrastructure improvements that are needed citywide. This update will include recommendations for improvements to the entire Pleasant Valley Parkway-Dean Street corridor to connect RIDOT's investment in bicycle infrastructure on the bridge to the north and south.

Moving forward, I request that RIDOT work closely with the Providence Department of Planning and Development and the Providence community to integrate more robust bicycle and pedestrian infrastructure on state roadways throughout the City, including the recommendations that emerge from the updated Providence Bicycle Master Plan.

I look forward to working in close partnership with RIDOT to make our state more bike-friendly.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Elorza", is written over a horizontal line.

Jorge O. Elorza
Mayor