

RESOLUTION OF THE CITY COUNCIL

No. 354

Approved June 22, 2018

RESOLVED, That the Members of the Providence City Council
hereby Authorize the Mayor of the City of Providence to enter into an Escrow
Agreement with the Rhode Island Department of Transportation with respect to the
Tar Bridge and Hawkins Street Bridge Replacement Project.

IN CITY COUNCIL

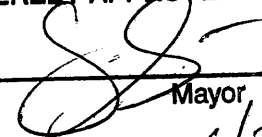
JUN 21 2018

READ AND PASSED


PRES.


CLERK

I HEREBY APPROVE.



Mayor
Date: 6/22/18

ESCROW AGREEMENT

By and Between the

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF PROVIDENCE

Tar Bridge and Hawkins Street Bridge Replacement Project

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 has approved funding in the State of Rhode Island Transportation Improvement Program FFY 2018-2027 (hereinafter the "TIP") for the Tar Bridge and Hawkins Street Bridge Replacement project in Providence as identified by TIP ID 6498 and 6466 respectively, Bridge Group 40A (and as further described in the attached Exhibit A, Project Description and hereinafter the "PROJECT"); and

WHEREAS, the STATE will accomplish said PROJECT 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 CITY shall provide for the proper maintenance after completion of the PROJECT. The maintenance obligation includes reasonable snow removal efforts; and

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

1. The STATE and the City (hereinafter the "PARTIES") agree that the estimated cost of the PROJECT and related design and construction expenses is Five Million Eight Hundred Thousand and 00/100 Dollars (\$5,800,000.00) which includes costs for 15% engineering and contingencies, uniform traffic control and utility force account. The actual construction cost will be the STATE Contractor's approved bid-price, plus any additional costs associated with the anticipated Scope of Work.
2. The STATE agrees to contribute Four Million Three Hundred Thousand and 00/100 Dollars (\$4,300,000.00) towards the PROJECT;
3. The CITY agrees to contribute One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) towards the PROJECT;
4. The PARTIES commit to delivering the PROJECT on time and on budget.
5. CITY agrees to make one (1) payment of One Million Five Hundred Thousand and 00/100 Dollars (\$1,500,000.00) to the STATE prior to the commencement of the PROJECT to be held in the ESCROW ACCOUNT. Said payment will be delivered to the Chief Financial Officer at the Rhode Island Department of Transportation by Certified Check or wire transfer, upon execution of the AGREEMENT.
6. The STATE will receive and hold all such proceeds in the ESCROW ACCOUNT for the benefit of the STATE and CITY.

7. The STATE will disburse the ESCROW FUNDS during the life of the PROJECT when items/activities associated with said funds are installed/being performed.
8. Upon completion of the PROJECT, the STATE will disburse the balance of the ESCROW FUNDS, if any, to the CITY.
9. The duties and obligations of the STATE concerning the ESCROW ACCOUNT will be determined solely by the provisions of this AGREEMENT.
10. The CITY may request an update on the PROJECT accounting and the status of the PROJECT's contributed funds at any point during the duration of this AGREEMENT.
11. This AGREEMENT will terminate on the completion of the PROJECT. The STATE and CITY further agree to reserve the right to terminate this AGREEMENT with thirty (30) days written notice prior to the completion of the work. Should termination occur prior to completion of the PROJECT, the STATE and the CITY agree to proportionally fund in accordance with Section 10 above, the completion of the work to the extent possible to ensure that the bridges are safe and functional.
12. If any provision of this AGREEMENT, or the application thereof, is held invalid or unenforceable by a Court of competent jurisdiction, the remainder of this AGREEMENT shall not be deemed affected thereby and each of the provisions of this AGREEMENT will be deemed severable and will be enforceable to the fullest extent permitted by law.
13. Throughout this AGREEMENT, any reference to a STATE or CITY official by name will include that official and his or her successor and/or superior.
14. The Providence 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 Providence City Council for ratification and submission of proof of such authority to the STATE prior to advertising for construction of the PROJECT.
15. This AGREEMENT cannot be assigned, amended or modified except by written AGREEMENT by all the PARTIES hereto.

(Remainder of page intentionally left blank)

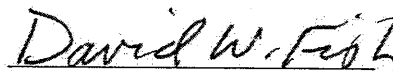
IN WITNESS WHEREOF, the Rhode Island Department of Transportation and the City of Providence have caused this Agreement to be executed by their duly authorized officials on the date last written below.

STATE

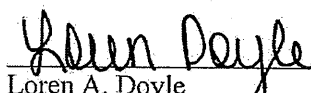
CITY

Recommended for Approval:

Approved as to form:


David W. Fish, P.E.
Administrator of Project Management
Department of Transportation
Date: 5-18-18

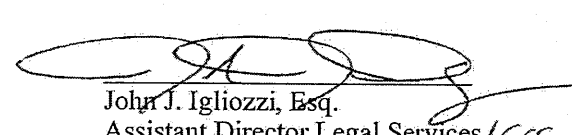
Jeffrey Dana, Esq.
City Solicitor
City of Providence
Date: _____


Loren A. Doyle
Chief Financial Officer
Department of Transportation
Date: 5/22/18

Approved:

Jorge O. Elorza
Mayor
City of Providence
Date: _____

Approved as to form:


John J. Iglizzi, Esq.
Assistant Director Legal Services / COA
Department of Transportation
Date: 5/18/18

Approved:

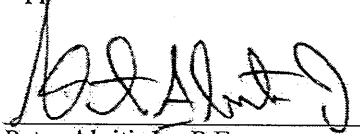

Peter Alviti, Jr., P.E.
Director
Department of Transportation
Date: 5/29/18

EXHIBIT A

PROJECT DESCRIPTION

Work on Tar Bridge (on Manton Avenue over the Woonasquatucket River, approximately 100 feet north of Westminster Street) in Providence, includes Demolition and Removal of the existing bridge, Installation of new bridge with vehicle and pedestrian accessibility, Abutments, Utilities and Minor approach work, Signage, Pavement Markings and other safety improvements, and other incidentals necessary to complete the work.

Work on Hawkins Street Bridge (on Hawkins Street over the West River, approximately 300 feet west of Branch Avenue) in Providence, includes Demolition and Removal of the existing bridge, Installation of new bridge with vehicle and pedestrian accessibility, Abutments and Minor approach work, Signage, Pavement Markings and other safety improvements, and other incidentals necessary to complete the work.