

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 435

EFFECTIVE ~~APPROVED~~ August 8, 2011

RESOLVED, That His Honor, the Mayor, is hereby authorized to execute the Providence River Pedestrian/Bicycle Bridge Design, Construction, Maintenance, Funding and Ownership Agreement between the Rhode Island Department of Transportation and the City of Providence, attached, and with such terms and conditions as may be imposed by the Committee on Finance, the City Council, His Honor the Mayor, and the City Solicitor.

IN CITY COUNCIL

JUL 29 2011

READ AND PASSED



PRES.



CLERK

Effective without the
Mayor's Signature:


Anna M. Stetson
City Clerk



Mayor of Providence

Angel Taveras

July 1, 2011

HAND-DELIVERED

Hon. Michael A. Solomon
President
Providence City Council
Providence City Hall
Providence, RI 02903

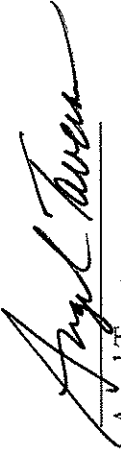
RE: PROVIDENCE RIVER PEDESTRIAN/BICYCLE BRIDGE

Dear President Solomon,

Please find enclosed with this correspondence Providence's River Pedestrian/Bicycle Bridge Design, Construction, Maintenance, Funding and Ownership Agreement between the Rhode Island Department of Transportation and the City of Providence.

I hereby submit the enclosed agreement to the Providence City Council for ratification.

Sincerely,


Angel Taveras
Mayor

Enclosure

City of Providence, Rhode Island 02903-1789
Phone (401) 421-7740 Fax (401) 274-8240

Providence River Pedestrian/Bicycle Bridge

Design, Construction, Maintenance, Funding and Ownership Agreement

by and between the

CITY OF PROVIDENCE

and the

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

AGREEMENT made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter called the State and/or RIDOT) and the City of Providence (hereinafter called the City).

WHEREAS the State owns the old Providence River I-195 highway bridge including its granite pier bases; and

WHEREAS the State is the recipient of funding from the United States Department of Transportation, administered through the Federal Highway Administration, for the realignment of I-195 which will redirect traffic from the old Providence River highway bridge; and

WHEREAS the State will remove the old Providence River highway bridge super-structure and support columns, but has agreed to reuse the Providence River highway bridge granite pier bases to construct a pedestrian and bicycle bridge in coordination with the City and subject to the approvals of the appropriate State and Federal Regulatory Agencies (RIDEM, CRMC, USCG, ACOE, etc) ; and

WHEREAS the I-195 Relocation project includes the design and construction of the pedestrian and bicycle bridge (hereinafter called the Project); and

WHEREAS the State will employ the services of a licensed engineer and a registered architect to design the Project including the bridge superstructure, substructure, railings, architectural features, and all other associated amenities; and

WHEREAS the State will employ a construction contractor through the competitive bidding process to construct the Project; and

WHEREAS upon completion of the Project, the State will transfer ownership of the Project to the City, and the City will be responsible for the ownership and maintenance of the completed Project including the bridge superstructure, substructure, railing, architectural features, and all other associated amenities; and

WHEREAS the Project will be implemented under the provisions established in the Federal-Aid Policy Guide of the United States Department of Transportation, Federal Highway Administration; and

WHEREAS the State has agreed to contribute funds not exceeding Four Million Dollars (\$4,000,000) towards the design and construction of the Project; and

WHEREAS the State would have spent Two Million Dollars (\$2,000,000) to remove the granite piers but will contribute those funds and an additional Two Million Dollars (\$2,000,000) toward the construction of the Project; and

WHEREAS the City has agreed to contribute the remaining balance of additional funds required to complete the construction of the Project.

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 the design and construction of the "Providence River Pedestrian/Bicycle Bridge", a structure for pedestrians and bicycles over the Providence River spanning from existing Providence River I-195 highway bridge piers B2 and B8, and the structures (walls, stairs, ramps, etc.) to bring the pedestrian path from the bridge to the prevailing grade at each end of the bridge.
2. The State will design and construct, in whole or in part as modified to accommodate the constraints of the budget or pledged funds, the Providence River Pedestrian/Bicycle Bridge developed by Design Team 10 as selected in the Providence River Pedestrian Bridge Design Competition run by the City.
3. The State will hire the firm selected through the design competition under an existing contract with the Maguire Group utilizing the RIDOT Consultant Guidelines and subject to RIDOT's review and acceptance of said firm's submitted design hours and hourly rates.
4. The State, through its contractor, will construct the Project in accordance with the plans and specifications for the Project. The State will use competitive bidding for the Project in conformance with 23 CRF Part 635 and will comply with all provisions of the Title 37, Chapter 2 of the Rhode Island General Laws. The State cannot guarantee the construction cost of the Project until award of the construction contract to the lowest qualified bidder.
5. The City agrees to work with the State to monitor the estimated construction costs at each of the design stages and modify the Project as needed to accommodate the budget. If the lowest responsible bid exceeds the State's share (less design cost) plus the City's escrowed amount from item 7 below, then the City shall increase the escrowed amount to accommodate the bid amount prior to the Project's construction contract award or the State will cancel the bid and not award the contract.

6. The Project will be designed in conformance with all State design standards, standard specifications, standard details and policies.
7. The State will contribute funds not exceeding Four Million Dollars (\$4,000,000) to pay the cost of design and construction with funds apportioned to the State under the Transportation Equity Act for the 21st Century.
8. The City will place the balance of the additional funds required for the Project in escrow prior to competitive bidding for the construction of the Project. The State will draw upon the escrowed funds after its contribution of Four Million Dollars (\$4,000,000) has been expended. The State and the City agree to enter into an Escrow Agreement prior to competitive bidding for the construction of the Project more specifically addressing payment terms and conditions.
9. The City agrees to work with the State to investigate and implement any necessary modifications to the existing obtained federal and state environmental permits and the current I-195 environmental determination for the Project. A record of decision was issued on 1/07/97.
10. It is not anticipated that any land acquisitions or permanent or temporary easements will be necessary for the construction of the Project. Should acquisitions or easements be required, the State will be responsible for preparation of plats, plans and descriptions of acquisitions and easements and will coordinate these actions with the City.
11. The State will be responsible for overall coordination with the utility companies as required for design and construction of the Project in accordance with State policies and practices.
12. The City will be responsible for the preparation of any necessary agreements with utility companies for easements or fees to utilize the completed Project to cross the Providence River.
13. Upon completion of the Project the City will:
 - a.) Assume ownership of the Project, to be known as the Providence River Pedestrian/Bicycle Bridge, in its entirety, including the existing granite pier bases and subsurface foundations;
 - b.) Maintain the Providence River Pedestrian/Bicycle Bridge in accordance with the plans and specifications developed for the Project at its own cost and expense;
 - c.) Make ample accommodations and provisions each year in their budget for said maintenance;
 - d.) Properly maintain, clean and repair the Providence River Pedestrian/Bicycle Bridge and its appurtenances in its entirety;

- e.) Keep the Providence River Pedestrian/Bicycle Bridge open to all public pedestrian and bicycle traffic at all times; and
- f.) Be responsible for all snow and ice removal on the Providence River Pedestrian/Bicycle Bridge in a timely manner.
14. Upon completion and final acceptance of the Project, the State will prepare the necessary documents in order to transfer ownership of the Providence River Pedestrian/Bicycle Bridge and associated land to the City and the City agrees to accept ownership of Providence River Pedestrian/Bicycle Bridge and associated land for the cost of One Dollar (\$1.00).
15. This Design, Construction, Maintenance, Funding and Ownership Agreement (hereinafter "Agreement") between the State and City will be recorded in the Land Evidence Records of the City.
16. All work performed under this Agreement is subject to the inspection and approval of the State and FHWA authorities in accordance with the provisions of the Federal-Aid Policy Guide which are incorporated by reference herein and made a part of this Agreement.
17. 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 the commencement of the Project.
18. This Agreement may not be altered or amended except by written agreement signed by all of the parties hereto.

(left intentionally blank)

IN WITNESS WHEREOF, the State of Rhode Island and Providence Plantations acting through its Department of Transportation and the City of Providence have caused this Agreement to be executed by their duly authorized officials on the _____ day of _____, 2011.


RECOMMENDED FOR APPROVAL:

Luiz Faria
Chief Engineer
Department of Transportation
DATE: 6/2/11

Director of Planning and Development
City of Providence
DATE: 7-7


APPROVED AS TO FORM:

L. A. Cantrell
Executive Counsel
Department of Transportation
DATE: 6/2/11

Approved as to form + correctness


 City Solicitor
 City of Providence
 DATE: 7/1/11

Director
Department of Transportation
DATE: 6-7-68


 Mayor
 City of Providence
 DATE: 7/1/11

EXAMINED AND APPROVED:

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

DATE: _____

