

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

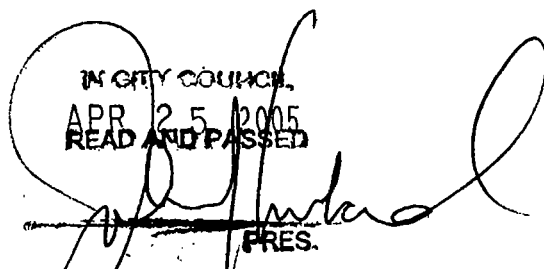

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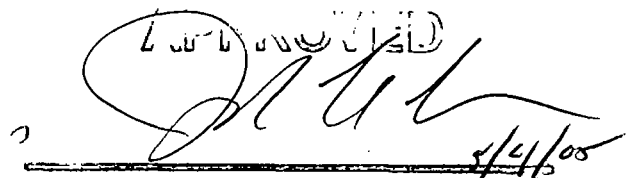
Approved May 4, 2005

WHEREAS, the State of Rhode Island proposes to undertake substantial roadway rehabilitation and improvements to the roads immediately adjacent to the Veterans Memorial Auditorium in the city; and

WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic as well as beautifying one of the city's premiere artistic venues;

NOW, THEREFORE, BE IT RESOLVED THAT His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement with the State of Rhode Island with respect to the Veterans Memorial Auditorium Enhancements and Streetscape Improvement Project, Rhode Island Design Contract No. 98108. Said Agreement shall be substantially in the form exhibited in Attachment "A", subject to such modifications as may be recommended by the Mayor and/or the Law Department.

IN CITY COUNCIL,
APR 25 2005
READ AND PASSED

PRES.

CLERK


4/4/05
MAYOR

IN CITY COUNCIL
AUG 5 2004
FIRST READING
REFERRED TO COMMITTEE ON
CITY PROPERTY

Michael R. Cleary
CLERK
Ans

THE COMMITTEE ON
CITY PROPERTY & Public Works,
Approves Passage of Jointly
The Within Resolution
Ann M. Stein
4-7-05 Clerk



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
OFFICE OF THE CHIEF ENGINEER

Two Capitol Hill, Rm 224
Providence, RI 02903-1124
PHONE 401-222-2492
FAX 401-222-3435 TDD 401-222-4971

July 15, 2004

Mr. Michael R. Clement
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Mr. Clement:

Attached for signature are two (2) original Construction and Maintenance Agreements for the Veterans Memorial Auditorium Enhancements-Streetscape Improvement Project.

We are requesting that you obtain the necessary signatures from the City of Providence. Once executed, please forward both agreements to this office for final execution.

Sincerely,

Edmund T. Parker, Jr., P.E.
Chief Engineer

ETP/amt

Attachments

cc: J. M. Bennett, B. Petrarca

JUL 15 9 21 AM '03
DEL
PROVIDENCE, R.I.

9 21 JUL 15

IN CITY COUNCIL
AUG 5 2004
FIRST READING

REFERRED TO COMMITTEE ON
PUBLIC WORKS

Michael X. Clement
CLERK

IN CITY COUNCIL
AUG 5 2004
FIRST READING

REFERRED TO COMMITTEE ON
CITY PROPERTY

Michael X. Clement
CLERK

VETERANS MEMORIAL AUDITORIUM ENHANCEMENTS - STREETSCAPE
IMPROVEMENT PROJECT
Rhode Island Design Contract Number 98108

CONSTRUCTION AND MAINTENANCE AGREEMENT
MUNICIPAL HIGHWAY/FEDERAL FUNDS
by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
and the
CITY OF PROVIDENCE, RHODE ISLAND

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

WHEREAS the State, in cooperation with the Municipality, has selected the Veterans Memorial Auditorium Enhancements - Streetscape Improvement Project (hereinafter called the Project) for improvements under the provisions established in the Federal-Aid Policy Guide (FAPG) of the United States Department of Transportation, Federal Highway Administration (hereinafter called the FHWA); 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 Project.

NOW THEREFORE, the State and the Municipality hereby agree as follows:

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 and the improvements.
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 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. Removal of the Municipality's light standards and luminaries within the Project will be exclusively those shown on the Plans; the contractor awarded the construction contract will stockpile said standards and luminaries at the Providence Department of Public Works, 60 Ernest Street as part of the Project.
4. Upon completion of the Project, the Municipality will maintain all aspects of the Project including but not limited to the following:
 - a) Park Street from Hayes Street to Smith Street

- b) Hayes Street from Francis Street to Park Street
- c) Francis Street from Gaspee Street to Smith Street with the exception of the brick sidewalk on the east side of Francis Street along the Rhode Island State House grounds
- d) Traffic signals at the intersections of Park and Hayes Streets and at Hayes, Francis, and Gaspee Streets
- e) All light standard and luminaries within the Project

The Municipality will maintain the Project in accordance with the Project Plans and Specifications, as its own cost and expense, and will make ample provision each year for such maintenance.

5. 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 Project Specifications
- 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 island, regulatory or warning signs, pavement markings, or other traffic control devices.
- c) Enforce traffic regulations established in accordance with this Agreement
- d) Enact any further regulations necessary to assure the preferential, safe, and efficient movement of traffic in keeping with the through traffic services to be provided by the Project. Dated and attested copies of amendments to the Municipal Ordinances necessary for the enforcement of any specific provisions will be forwarded by the Municipality to the State. All necessary Municipal Ordinances applicable to the Project shall be in place prior to completion of construction.

6. 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 regulations, including the FAPG which are hereby made a part of this Agreement by reference.

7. This Agreement may be amended only after prior approval of the Division Administrator of the FHWA.

8. 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.

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 FHWA for approval.

9) The State will obtain all permits from state or municipal departments as may be necessary to construct the Project in accordance with state and federal regulations, and the Municipality authorizes the State to prepare, sign as their agent, and submit such permits as necessary.

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

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IMPROVEMENT PROJECT**

Rhode Island Design Contract Number: 98108

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

IN WITNESS WHEREOF, the State and the Municipality have caused this Agreement to be executed by their duly authorized officials as of the _____ day of _____, 2004.

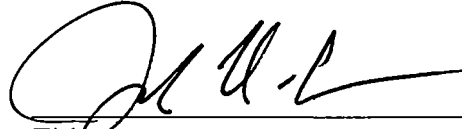
STATE OF RHODE ISLAND:

MUNICIPALITY:

Recommended for Approval:

Chief Engineer
Department of Transportation

Approved:



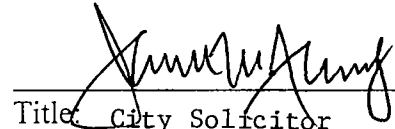
Title _____
City of Providence

Chief Financial Officer
Department of Transportation

Approved as to form:

Approved as to form:

Chief Legal Counsel
Department of Transportation



Title City Solicitor
City of Providence

Approved:

Examined and Approved:

Director
Department of Transportation

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

**VETERANS MEMORIAL AUDITORIUM ENHANCEMENTS - STREETSCAPE
IMPROVEMENT PROJECT**

Rhode Island Design Contract Number: 98108

**CONSTRUCTION AND MAINTENANCE AGREEMENT
MUNICIPAL HIGHWAY/FEDERAL FUNDS**

by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
and the
CITY OF PROVIDENCE, RHODE ISLAND

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designated storage site. Removal of the Municipality's light standards and luminaries within the Project will be exclusively those shown on the Plans; the contractor awarded the construction contract will stockpile said standards and luminaries at the Providence Department of Public Works, 60 Ernest Street as part of the Project.

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

IN WITNESS WHEREOF, the State and the Municipality have caused this Agreement to be executed by their duly authorized officials as of the _____ day of _____, 2004.

STATE OF RHODE ISLAND:

MUNICIPALITY:

Recommended for Approval:

Chief Engineer
Department of Transportation

Approved:

Chief Financial Officer
Department of Transportation

Title:
City of Providence

Approved as to form:

Approved as to form:

Chief Legal Counsel
Department of Transportation

Title:
City of Providence

Approved:

Examined and Approved:

Director
Department of Transportation

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



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
OFFICE OF THE CHIEF ENGINEER

Two Capitol Hill, Rm 224

Providence, RI 02903-1124

PHONE 401-222-2492

FAX 401-222-3435 TDD 401-222-4971

March 12, 2007

Ms. Anna Stetson
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Ms. Stetson:

Attached for signature are two (2) original Construction and Maintenance Agreements for the Veterans Memorial Auditorium Enhancements-Streetscape.

This agreement was originally sent to your office on July 15, 2004; however, a search of our records and a subsequent call to Ms. Adrian Southgate failed to locate a signed copy. At this point, the Department feels it would be best to process a new agreement.

We are requesting that you obtain the necessary signatures from the City of Providence. Once executed, please forward both agreements to this office for final execution.

Sincerely,

Edmund T. Parker, Jr., P.E.
Chief Engineer

ETP/JMB/cc

Attachments

cc: J.M. Bennett, E. Parker, B. Petrarca, File

VETERANS MEMORIAL AUDITORIUM ENHANCEMENTS - STREETSCAPE
IMPROVEMENT PROJECT
Rhode Island Design Contract Number 98108

CONSTRUCTION AND MAINTENANCE AGREEMENT
MUNICIPAL HIGHWAY/FEDERAL FUNDS
by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
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10. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.

IN WITNESS WHEREOF, the State and the Municipality have caused this Agreement to be executed by their duly authorized officials as of the 23rd day of March 2007.

STATE OF RHODE ISLAND:

MUNICIPALITY:

Recommended for Approval:

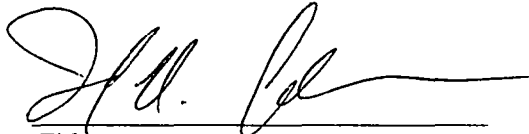


Chief Engineer
Department of Transportation

Approved:



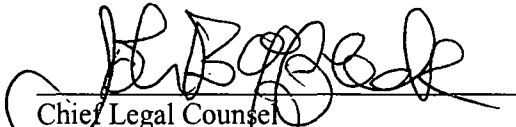
Chief Financial Officer
Department of Transportation



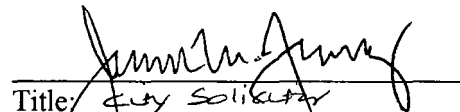
Title:
City of Providence

Approved as to form:

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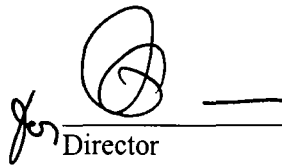
Chief Legal Counsel
Department of Transportation



Title: City Solicitor
City of Providence

Approved:

Examined and Approved:

 3/9/07

for Director
Department of Transportation

N/A

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

VETERANS MEMORIAL AUDITORIUM ENHANCEMENTS - STREETSCAPE
IMPROVEMENT PROJECT
Rhode Island Design Contract Number 98108

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6. 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 regulations, including the FAPG which are hereby made a part of this Agreement by reference.

7. This Agreement may be amended only after prior approval of the Division Administrator of the FHWA.

8. 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.

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 FHWA for approval.

9) The State will obtain all permits from state or municipal departments as may be necessary to construct the Project in accordance with state and federal regulations, and the Municipality authorizes the State to prepare, sign as their agent, and submit such permits as necessary.

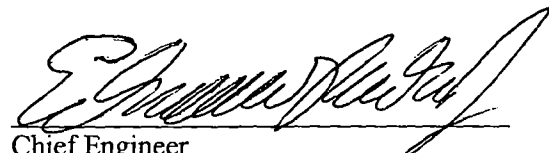
10. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.

IN WITNESS WHEREOF, the State and the Municipality have caused this Agreement be executed by their duly authorized officials as of the 23rd day of March 2007.

STATE OF RHODE ISLAND:

MUNICIPALITY:

Recommended for Approval:

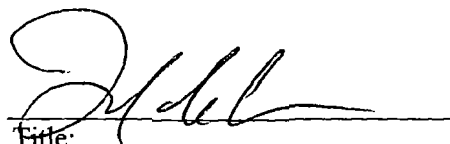


Chief Engineer
Department of Transportation

Approved:



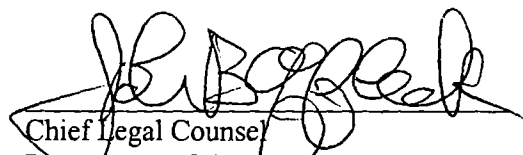
Chief Financial Officer
Department of Transportation



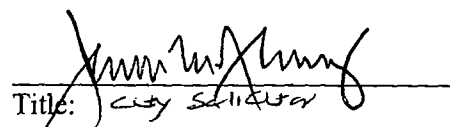
Title:
City of Providence

Approved as to form:

Approved as to form:



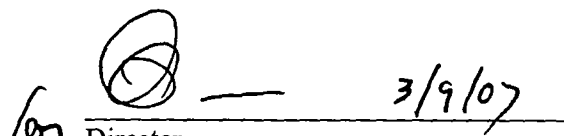
Chief Legal Counsel
Department of Transportation



Title: City Solicitor
City of Providence

Approved:

Examined and Approved:



3/9/07
Director
Department of Transportation

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

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 193

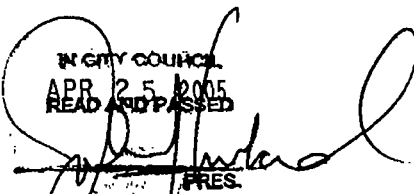
Approved May 4, 2005

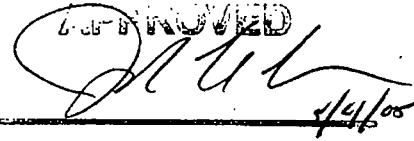
CITY CLERK

WHEREAS, the State of Rhode Island proposes to undertake substantial roadway rehabilitation and improvements to the roads immediately adjacent to the Veterans Memorial Auditorium in the city; and

WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic as well as beautifying one of the city's premiere artistic venues;

NOW, THEREFORE, BE IT RESOLVED THAT His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement with the State of Rhode Island with respect to the Veterans Memorial Auditorium Enhancements and Streetscape Improvement Project, Rhode Island Design Contract No. 98108. Said Agreement shall be substantially in the form exhibited in Attachment "A", subject to such modifications as may be recommended by the Mayor and/or the Law Department.

IN CITY COUNCIL
APR 25 2005
READ AND PASSED

PRES.
Michael B. Clement
CLERK

APPROVED

4/24/05
MAYOR