

# RESOLUTION OF THE CITY COUNCIL

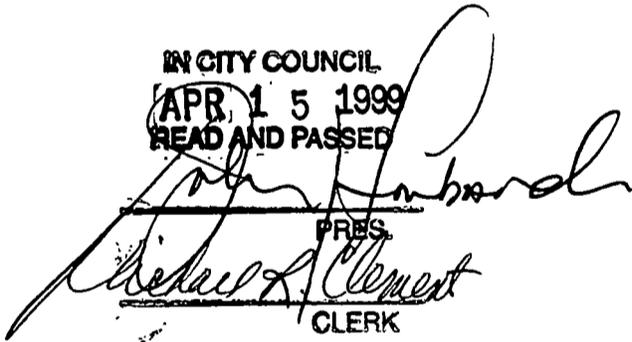
No. 235

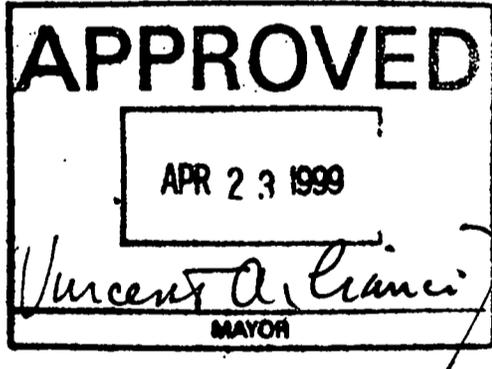
Approved April 23, 1999

WHEREAS, the State of Rhode Island wishes to undertake certain roadway construction in the City of Providence with reference to the Mill Street Bridge.

WHEREAS, the proposed construction will reduce vehicular congestion and provide for safer vehicular and pedestrian traffic.

NOW THEREFORE BE IT RESOLVED, That His Honor the Mayor is authorized to execute said agreement substantially in the form attached hereto; provided, however, said resolution is specifically conditioned precedent upon the receipt by the City Clerk a communication from the Director of Public Works indicating his/her concurrence with all engineering aspects of the project, and further upon such terms and conditions as may be imposed by the Mayor the City Solicitor.

IN CITY COUNCIL  
APR 15 1999  
READ AND PASSED  
  
PRES.  
Michael S. Clement  
CLERK

**APPROVED**  
APR 23 1999  
  
MAYOR

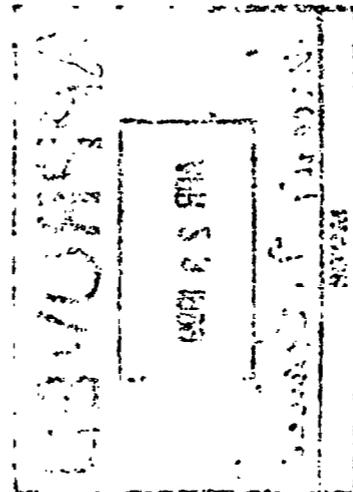
THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution

*Baker A. Cairns*  
Clerk

3/30/29

1929

33



REHABILITATION / REPLACEMENT PROGRAM GROUP 10

MILL STREET BRIDGE No 979

Rhode Island Federal-Aid Project No. BHO-0979(002)

Rhode Island Contract No. 9906

**MAINTENANCE AGREEMENT**

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 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 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 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, at its own cost and expense, after construction is completed, in a manner satisfactory to the STATE 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.

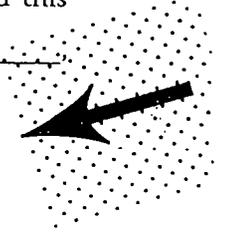
7. (b) The STATE reserves the right to require the execution of an Agreement between the STATE and the MUNICIPALITY or a third party responsible for developing and operating the air space for any use of the space above and below the highway for other than transportation purposes and said Agreement shall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

DESCRIPTION:

R.I.CONTRACT No.9906, R.I. FEDERAL AID PROJECT NO. BHO-0979(002)

IS FOR BRIDGE NO. 979 OVER THE MOSHASSUCK RIVER IN THE CITY OF PROVIDENCE, COUNTY OF PROVIDENCE. THIS PROJECT CONSISTS OF AND INCLUDES, BUT IS NOT LIMITED TO, INSTALLING DETOUR PLAN, PROVIDING TEMPORARY SUPPORT SYSTEMS AND PROTECTING EXISTING UTILITIES OWNED BY THE NARRAGANSETT ELECTRIC COMPANY, PROVIDENCE GAS COMPANY, BELL ATLANTIC AND BROOKS WORLD COM COMMUNICATIONS; REMOVAL OF THE EXISTING SUPERSTRUCTURE, REMOVAL OF THE UPPER PORTION OF EXISTING STONE MASONRY ABUTMENTS AND CAPPING WITH REINFORCED CONCRETE, PROVIDING SAND BAG DIKES AND DRILLING PILES IN THE EXISTING RIVER BED FOR EXTENDING THE WEST ABUTMENT, CONSTRUCTING A SKEWED 60' +/- WIDE BY 65' +/- LONG MULTI-STEEL BEAM CONCRETE DECK SUPERSTRUCTURE, EXCAVATION AND BACKFILLING; SEVERAL HUNDRED FEET OF APPROACH WORK INVOLVING REMOVING OF EXISTING CURBING, SAW CUTTING PAVEMENT; REMOVING SIDEWALKS, EXISTING STORM DRAINAGE FACILITIES, AND BITUMINOUS PAVEMENT; REMOVING AND DISPOSING RIGID BASE AND REPLACEMENT; FURNISHING AND INSTALLING CATCH BASINS AND RELATED STORM DRAINAGE SYSTEM WORK, RESETTING GRANITE CURBING, CONSTRUCTION OF NEW CONCRETE SIDEWALKS, LOAMING AND SEEDING, BITUMINOUS CONCRETE PAVING, RESTRIPING; MAINTENANCE AND PROTECTION OF TRAFFIC, AND OTHER RELATED INCIDENTALS.

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 \_\_\_\_\_ 19\_\_.



Recommended for Approval:

Municipality: CITY OF PROVIDENCE

*Joseph H. Capaldi*  
Chief Engineer  
Department of Transportation

By: \_\_\_\_\_  
Mayor

Approved as to form:

*Bernice Harris*  
Chief Legal Counsel  
Department of Transportation

Approved:

*[Signature]*  
Director  
Department of Transportation

Examined and Approved: \_\_\_\_\_

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

REHABILITATION / REPLACEMENT PROGRAM GROUP 10

MILL STREET BRIDGE No 979

Rhode Island Federal-Aid Project No. BHO-0979(002)

Rhode Island Contract No. 9906

**MAINTENANCE AGREEMENT**

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 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 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 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, at its own cost and expense, after construction is completed, in a manner satisfactory to the STATE 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.

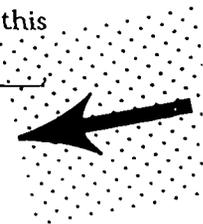
7. (b) The STATE reserves the right to require the execution of an Agreement between the STATE and the MUNICIPALITY or a third party responsible for developing and operating the air space for any use of the space above and below the highway for other than transportation purposes and said Agreement shall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

DESCRIPTION:

R.I. CONTRACT NO. 9906, R.I. FEDERAL AID PROJECT NO. BHO-0979(002)

IS FOR BRIDGE NO. 979 OVER THE MOSHASSUCK RIVER IN THE CITY OF PROVIDENCE, COUNTY OF PROVIDENCE. THIS PROJECT CONSISTS OF AND INCLUDES, BUT IS NOT LIMITED TO, INSTALLING DETOUR PLAN, PROVIDING TEMPORARY SUPPORT SYSTEMS AND PROTECTING EXISTING UTILITIES OWNED BY THE NARRAGANSETT ELECTRIC COMPANY, PROVIDENCE GAS COMPANY, BELL ATLANTIC AND BROOKS WORLD COM COMMUNICATIONS; REMOVAL OF THE EXISTING SUPERSTRUCTURE, REMOVAL OF THE UPPER PORTION OF EXISTING STONE MASONRY ABUTMENTS AND CAPPING WITH REINFORCED CONCRETE, PROVIDING SAND BAG DIKES AND DRILLING PILES IN THE EXISTING RIVER BED FOR EXTENDING THE WEST ABUTMENT, CONSTRUCTING A SKEWED 60' +/- WIDE BY 65' +/- LONG MULTI-STEEL BEAM CONCRETE DECK SUPERSTRUCTURE, EXCAVATION AND BACKFILLING; SEVERAL HUNDRED FEET OF APPROACH WORK INVOLVING REMOVING OF EXISTING CURBING, SAW CUTTING PAVEMENT; REMOVING SIDEWALKS, EXISTING STORM DRAINAGE FACILITIES, AND BITUMINOUS PAVEMENT; REMOVING AND DISPOSING RIGID BASE AND REPLACEMENT; FURNISHING AND INSTALLING CATCH BASINS AND RELATED STORM DRAINAGE SYSTEM WORK, RESETTING GRANITE CURBING, CONSTRUCTION OF NEW CONCRETE SIDEWALKS, LOAMING AND SEEDING, BITUMINOUS CONCRETE PAVING, RESTRIPIING; MAINTENANCE AND PROTECTION OF TRAFFIC, AND OTHER RELATED INCIDENTALS.

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 \_\_\_\_\_ 19\_\_.



Recommended for Approval:

Municipality: CITY OF PROVIDENCE

*James H. Capaldi*  
Chief Engineer  
Department of Transportation

By: \_\_\_\_\_  
Mayor

Approved as to form:

*Kevin Harris*  
Chief Legal Counsel  
Department of Transportation

Approved:

*John F. Glynn*  
Director  
Department of Transportation

Examined and Approved: \_\_\_\_\_

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