

RESOLUTION OF THE CITY COUNCIL

No. 390

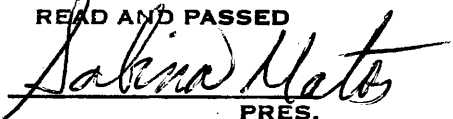
Approved September 9, 2019

RESOLVED, That the Members of the Providence City Council hereby Authorize the Mayor of the City of Providence to enter into a Construction and Maintenance Agreement with the Rhode Island Department of Transportation for the purposes of the Rehabilitation of the Glenbridge Avenue Bridge (Bridge No. 606).

IN CITY COUNCIL

SEP 05 2019

READ AND PASSED

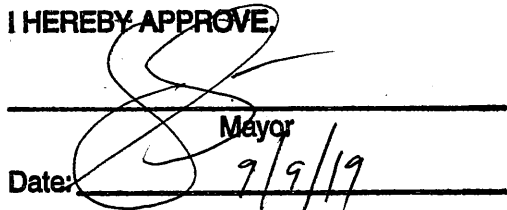


PRES.



CLERK

I HEREBY APPROVE



Mayor

Date:

9/9/19

BRIDGE GROUP 16A – GLENBRIDGE AVENUE BRIDGE #606
At US ROUTE 6
PROVIDENCE, RHODE ISLAND
DESIGN RIFAP No. BR-BRDG(002), RIC No. 2016-EB-030E (Design)
RIC No. 2019-CB-048 (Construction)
CONSTRUCTION AND MAINTENANCE AGREEMENT
by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
and
CITY OF PROVIDENCE

AGREEMENT 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, in cooperation with the MUNICIPALITY, has selected the above-referenced Project (as further described in the attached Exhibit A, Project Description and hereinafter the “Project”) in the city of 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 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 MUNICIPALITY shall provide for the proper maintenance after completion of the improvements.

NOW THEREFORE, the STATE and the MUNICIPALITY hereby agree as follows:

1. The STATE will advertise and award the Project in conformance with 23 CFR Part 635 and the provisions of Title 37, Chapter 2 of the Rhode Island General Laws. Thereafter the State shall issue a Notice to Proceed to its contractor (the “Contractor”) who will construct the improvements in accordance with the Plans and Specifications for the project.
2. After issuance of the Notice to Proceed to the Contractor, the MUNICIPALITY will allow the Contractor to enter onto its property, where applicable, for purposes of constructing the Project.
3. The STATE will notify the MUNICIPALITY before any work is performed within proximity to any MUNICIPALITY structures or utilities.
4. The STATE, through its Contractor, will maintain access to the MUNICIPALITY structure or utility throughout the construction of the Project.

5. Upon Completion of the Project, the MUNICIPALITY will:

- a) maintain all landscaping, drainage structures, guardrail, sidewalk and wheelchair ramps, asphalt pavement, pavement markings and signage installed during construction of this project within the MUNICIPALITY Right-of-Way;
- b) maintain in conformance with 23 U.S.C. § 116 and ADA/Section 504 requirements, all pedestrian facilities built with federal funds under this Agreement. This maintenance obligation includes reasonable snow and ice removal efforts, allowing only temporary interruptions in service or access.
- c) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the Project and chapters 12 through 27 of Title 31 of the Rhode Island General Laws;
- d) 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;
- e) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
- f) 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
- g) maintain the portions of the Project listed above in accordance with the Project Plans and Specifications and Exhibit A, at its own cost and expense, and will make ample provision each year for such maintenance.

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 the regulations,

including the Federal-Aid Policy Guide (FAPG), as aforementioned, which are hereby made a part of this Agreement by reference.

7. 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.

8. The MUNICIPALITY 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 project advertisement.

IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this AGREEMENT to be executed by their duly authorized officials as of the last date written below.

**RHODE ISLAND DEPARTMENT
OF TRANSPORTATION**

Recommended for Approval:

David W. Fish
David Fish, P.E.
Administrator of Project Management
Department of Transportation

Date: 4-19-19

Approved as to form:

[Signature]
Assistant Director for Legal Services
Department of Transportation

Date: 5/1/19

Approved:

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

Date: 5/2/19

CITY OF PROVIDENCE

By: _____
The Honorable Mayor Jorge O. Elorza

Date: _____

Approved as to form:

Name:
Title:

Date: _____

EXHIBIT A

PROJECT DESCRIPTION:

Bridge Group 16A, Rhode Island Contract No. 2019-CB-048, is for repairs to 13 bridges in the Towns of Scituate, Glocester, Smithfield, and Foster, and the Rehabilitation of Glenbridge Avenue Bridge No. 606 in the City of Providence, all in Providence County, Rhode Island.

The Rehabilitation of Glenbridge Avenue Bridge generally consists of, but is not limited to, (a) replacement of the existing bridge superstructure with a steel stringer/cast-in-place concrete deck superstructure, (b) replacement of the existing pier with a cast-in-place concrete pier, (c) rehabilitation of the existing abutments, and (d) furnishing and installing isolation bearings, strip-seal joints, utility supports, and other appurtenances as shown on the Plans.

Roadway work associated with the Rehabilitation of Glenbridge Avenue Bridge generally consists of, but is not limited to: a) full depth reconstruction of the bridge approaches and roadway to the limits of new sidewalk within the project limits, b) micro-milling and overlay, permanent trench patching at specified locations within the project limits, c) adjustment and replacement of roadway utility structures (such as frame & cover, frames & grates, gate valve boxes, etc.), d) removal, resetting and installation of new curbing and sidewalk at the specified locations within the project limits, and e) replacement of signs and new pavement markings. Also included in the project is the installation of Stormwater Treatment Units along US Route 6 within the State Right-of Way.

The project wide installation of erosion controls, maintenance and protection of traffic, and water control will be required during the construction period along with all other incidentals complete-in-place and accepted by the Resident Engineer.