

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 407

Approved September 12, 2005

WHEREAS, the State of Rhode Island proposes to undertake substantial roadway rehabilitation, streetscape and safety improvements along the city's Atwells Avenue between Bradford Street and Route 10, and

WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic as well as beautifying Atwells Avenue;

NOW, THEREFORE, BE IT RESOLVED, That His Honor, the Mayor, is authorized to execute an Enhancement Project Agreement with the State of Rhode Island with respect to the Atwells Avenue Roadway Improvements. 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
SEP 1 2005
READ AND PASSED

PRES.

G. P. Butler
Acting CLERK

APPROVED

[Signature] 9/12/05
MAYOR

IN CITY COUNCIL
JUL 16 2005
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS
Craig B. Bunting Acting
CLERK

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution
John M. Stein
8-16-05 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

RECEIVED
JUL 1 2005
CITY OF PROVIDENCE
CITY CLERK

May 31, 2005

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

Subject: Construction & Maintenance Agreements
Atwells Avenue Roadway Improvements
RI Contract No. 2005-CH-085

RECEIVED
JUL 1 2005
CITY OF PROVIDENCE
CITY CLERK

Dear Mr. Clement:

Enclosed are two (2) original Construction & Maintenance Agreements for the above-mentioned projects for execution. Once the City of Providence has signed the enclosed C&M Agreements, kindly return said agreements to this office for further processing.

If you have any questions concerning the agreements, please do not hesitate to contact this office.

Very truly yours,

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

LAC/lc

cc: William Chuck Alves
Kazem Farhoumand, P.E.
William Riccio, P.E.
Adrienne G. Southgate, Esq.
file

IN CITY COUNCIL
JUN 16 2005
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Cari O. Bestorck CLERK
Testimony

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution

Ann M. Stein
Clerk

8-16-05

Atwells Avenue Roadway Improvements
Rhode Island Design Contract Number: 2000-EH-003
Construction & Maintenance Agreement
Municipal Highway
Federal Funds
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 Atwells Avenue, (hereinafter referred to as 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, 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**.

3. Upon completion of the **PROJECT**, the **MUNICIPALITY** will maintain all portions of the **PROJECT**, in accordance with the **PROJECT** Plans and Specifications, at its own cost and expense, and will make ample provision each year for such maintenance;

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**;

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(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; and

(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.

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 (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 there under.

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6 (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.

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 _____, 2005.

Recommended for Approval:

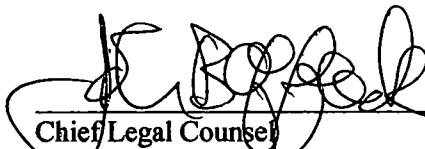


Chief Engineer
Department of Transportation

Municipality: City of Providence

Mayor
David N. Ciccilline

Approved as to form:

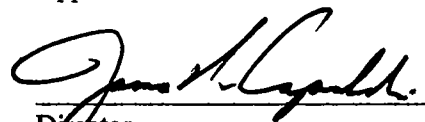


Chief Legal Counsel
Department of Transportation

Approved as to form:

Joseph M. Fernandez
City Solicitor

Approved:



Director
Department of Transportation

NOT APPLICABLE

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

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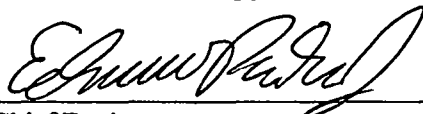
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Recommended for Approval:



Chief Engineer
Department of Transportation

Municipality: City of Providence

Mayor
David N. Cicilline

Approved as to form:



Chief Legal Counsel
Department of Transportation

Approved as to form:

Joseph M. Fernandez
City Solicitor

Approved:



Director
Department of Transportation

NOT APPLICABLE
Division Administrator
U.S. Department of Transportation
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