

Michael D. Borg
Director



Jorge O. Elorza
Mayor

Department of Public Works
"Building Pride in Providence"

August 31, 2017

Ms. Lori Hagen
City Clerk
Providence, RI 02903

Re: Elmwood Ave. School Zone Speed Limit Flashing Sign/Beacon

Dear Ms. Hagen:

A request has been received from the Rhode Island Department of Transportation (RIDOT) to enter into a **Construction and Maintenance Agreement (Agreement)** between that agency and the City to provide maintenance on the School Zone Speed Limit Flashing Sign/Beacon that was erected on Elmwood Ave between Daboll Street and Princeton Street.

The **Agreement** stipulates it shall be submitted to the City Council for ratification and authorization for execution by the Mayor. Please place this matter on the agenda for the next Council meeting, if possible.

One the agreement is approved by the City Council; kindly furnish me with a copy of their resolution.

If there are further questions, please feel free to contact this office.

Very truly yours,

William C. Bombard, PE
City Engineer

c. Michael D. Borg, Director

IN CITY COUNCIL
OCT 19 2017

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED
 CLERK

1R/ARTERIAL IMPROVEMENTS TO ELMWOOD AVENUE - CONTRACT 3

Federal-Aid Project No. STPG-RESF (254) and STP-TEA-055

Rhode Island Contract No. 2013-CH-009

CONSTRUCTION AND 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 1R/ARTERIAL IMPROVEMENTS TO ELMWOOD ACENUE – CONTRACT 3 (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 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.
3. 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.
4. Upon completion of the **PROJECT**,
 - (a) The **MUNICIPALITY** will maintain the School Zone Speed Limit Flashing Sign/Beacon which includes, but is not limited to the flashing lights, warning signs, poles, and foundations and all wiring pertaining to the School Zone Speed Limit Flashing Sign/Beacon, on the approaches to the section of Elmwood Avenue between Daboll

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Construction & Maintenance Agreement
RIDOT/City of Providence

Street and Princeton Avenue in the City of Providence. The **MUNICIPALITY** will maintain at its own cost and expense, the School Zone Speed Limit Flashing Sign/Beacon in accordance with RIDOT Plans and Specifications, and will make any necessary provision(s) / appropriation(s) for such maintenance, with the restriction that such maintenance will cause no unreasonable interference with highway uses; and

- (b) The **MUNICIPALITY** will conform to the latest edition of the Manual on Uniform Traffic Control Devices and Standards relative to flashing beacons and warning signs as part of the School Zone Speed Limit Flashing Signs/Beacon;
 - (c) The **MUNICIPALITY** will 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) The **MUNICIPALITY** will enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
 - (e) The **MUNICIPALITY** will 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
 - (f) The **MUNICIPALITY** will 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.
 - (g) The **MUNICIPALITY** will be responsible for payment of utility bills.
3. 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.
4. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.
5. The City of Providence 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.
6. This Agreement may be amended only by written agreement signed by the parties.

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 _____, 2016.

STATE OF RHODE ISLAND
DEPARTMENT OF TRANSPORTATION

CITY OF PROVIDENCE

Recommended for Approval:

MUNICIPALITY

Acting Chief Engineer Robert Rocchio, P.E.
Department of Transportation

DATE: _____

Chief Financial Officer
Department of Transportation

DATE: _____

Approved as to form:

Assistant Director for Legal Services
Department of Transportation

DATE: _____

Approved:

Director Peter Alviti Jr., P.E.
Department of Transportation

DATE: _____

By: _____
The Honorable Mayor Jorge Elorza

DATE: _____

Approved as to form:

City Solicitor
City of Providence

Examined and Approved:

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