



CITY OF PROVIDENCE

Angel Taveras, Mayor

Date: Decemebr 11, 2014

Lori Hagen
City Clerks Office
City hall
25 Dorrance Street
Providence, RI 02903

**Re: Construction and Maintenance Agreement
Downtown Providence ADA Project Contract 3**

Dear ^{Lori}~~Anna~~:

Attached are three originals of the **Downtown Providence ADA Project Contract 3 Construction and Maintenance Agreement**. This requires city council approval. Please put this on the agenda for the next council meeting.

Once the agreement is approved by the city council please keep one original for the city records and send the other 2 originals to me. I will send one to the Law department and one to RIDOT. All three of these originals should have a stamp or some other form of proof that this agreement was approved by the city council.

Very Truly Yours

A handwritten signature in cursive script, reading "Natale D. Urso".

Natale D. Urso, PE, PTOE
Deputy City Engineer

**IN CITY COUNCIL
FEB 05 2015**

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

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905

401 467 7950 ph | 401 941 2567 fax

www.providenceri.com

Downtown Providence ADA Project Contract 3

Westminster Street (Dorrance Street to Exchange Street), Exchange Street (Westminster Street to Fulton Street(south side)), Weybosset Street (Dorrance Street to Westminster Street), Dorrance Street (Fulton Street to Westminster Street (north side)), and Washington Street (Empire Street to Adrian Hall Way (west side))

Design R.I. Federal-Aid Project No. 95104

R.I. Federal-Aid Project No. STP-AWDA(001)

CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY

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 (the "State"), through its Department of Transportation and the City of Providence (the "Municipality").

WHEREAS the State, in cooperation with the Municipality, has selected the above-referenced Project in the City of Providence, specifically ADA Improvements to Downtown Providence Streets C-3 (further described in the attached Project Description and 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:

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. Upon completion of the Project, the Municipality will:

- (a) maintain all landscaping and sidewalk installed during construction of this project within the State 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, at its own cost and expense, and will make ample provision each year for such maintenance.

4. 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.

5. 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.

6. 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.

7. The Municipality must notify the State's Maintenance Division at least 24 hours in advance of entering a traffic signal controller cabinet. The State's representative must be on site during maintenance of the Emergency Vehicle Priority Control System.

8. The 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.

(Intentionally Blank)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officials as of the date last written below.

Recommended for Approval:

MUNICIPALITY
City of Providence

Approved As To Form:



Chief Engineer
Department of Transportation

By:

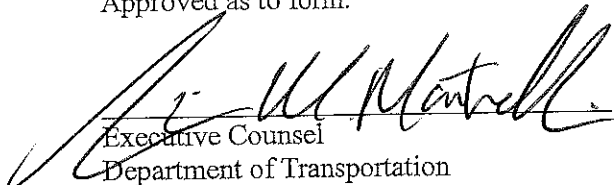


City Solicitor

DATE: 9/23/14

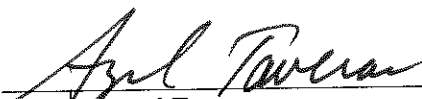
DATE: 11/20/14

Approved as to form:



Executive Counsel
Department of Transportation

Approved as to form:

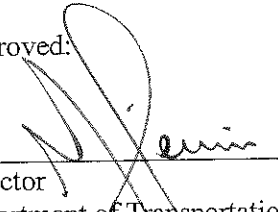


Mayor Angel Taveras
City of Providence

DATE: 9/29/14

DATE: 12/15/14

Approved:



Director
Department of Transportation

Examined and Approved:

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

DATE: 9/29/14

PROJECT DESCRIPTION

The project located in the County of Providence, City of Providence, Rhode Island. The work associated with the accessibility improvements includes but is not limited to, removal of existing concrete brick, brick and bituminous sidewalk; removal and resetting of granite curb and installation of new concrete curb; installation of new concrete sidewalks, wheel chair ramps, and detectable warning systems; installation of fiber reinforced concrete overlay above underground basement vaults; adjusting necessary utility castings; installation of new decorative steel bollards; removal of and replacement of existing signs; removal of existing brick crosswalks and replacement with a resin stamped crosswalk; installation of tree wells; and all other incidentals necessary to execute the work complete in place and accepted within the limits of this contract to the satisfaction of the Engineer.