

# RESOLUTION OF THE CITY COUNCIL

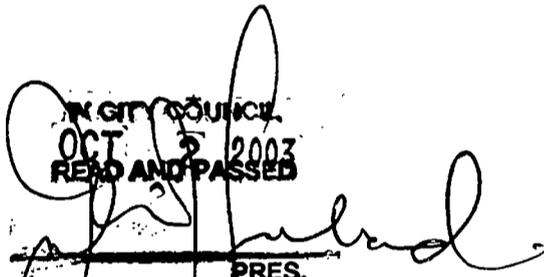
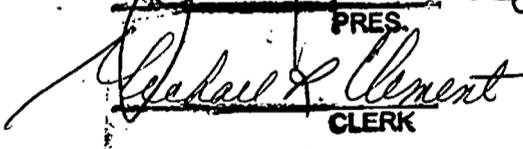
No. 689

Approved October 7, 2003

WHEREAS, the State of Rhode Island proposes to undertake roadway reconstruction, rehabilitation, and/or improvement on Carpenter Street and West Fountain Street between Knight Street and Battey Street, to-wit, the "Luongo Square Streetscape and Traffic Flow Improvement Project"; and

WHEREAS, said improvements will alleviate congestion and will facilitate pedestrian and vehicular traffic,

NOW, THEREFORE, BE IT RESOLVED THAT, His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement to the State of Rhode Island with respect to the Luongo Square Streetscape and Traffic Flow Improvement Project. Said Agreement shall be substantially in the form as exhibited in Attachment A, subject to such modifications as may be recommended by the Mayor and/or the Department of Law.

  
IN CITY COUNCIL  
OCT 7 2003  
READ AND PASSED  
PRES.  
  
CLERK

  
APPROVED  
MAYOR 10/7/03

FILED

JUL 16 12 25 PM '03

DEPT. OF PUBLIC WORKS  
PROVIDENCE, R.I.

IN CITY COUNCIL  
AUG 7 2003  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS

Michael S. Alvest CLERK

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution

John M. Allen  
Clerk

9-22-03

Council President Lombardi (By Request)

LUONGO SQUARE STREETScape AND TRAFFIC FLOW IMPROVEMENT PROJECT  
STP-TEA2(067)

DESIGN, CONSTRUCTION & MAINTENANCE AGREEMENT

By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF PROVIDENCE

**THIS AGREEMENT** made and entered into by and between the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS** acting through its Department of Transportation (STATE) and the **CITY OF PROVIDENCE** (CITY); and

**WHEREAS** the STATE is the recipient of transportation enhancement funding from the United States Department of Transportation, administered through the Federal Highway Administration, for the Luongo Square Streetscape and Traffic Flow Improvement Project (PROJECT); and

**WHEREAS**, this PROJECT includes streetscape improvements to Luongo Square on Carpenter Street and West Fountain Street between Knight Street and Battey Street; and

**WHEREAS** the STATE has chosen the CITY to undertake the design and construction of the PROJECT; and

**WHEREAS** the PROJECT will be implemented under the provisions established in the Federal-Aid Policy guide of the United States Department of Transportation, Federal Highway Administration; and

**WHEREAS** the STATE has agreed to contribute funds not to exceed \$300,000 toward said PROJECT, comprised of \$240,000 in Federal funds (80%) and 60,000 in State funds (20%); and

**WHEREAS** the CITY is funding the design with CITY funds at a cost of \$50,000; and

**NOW THEREFORE**, in an effort to achieve the completion of the PROJECT in a timely fashion, the STATE and the CITY agree as follows:

1. The PROJECT will include providing ADA accessible sidewalks, street trees, crosswalks, curb extension (bump outs), installation of a bike rack, plantings and cobblestone repair. The limits of the project are Carpenter Street and West Fountain Street between Knight Street and Battey Street in the City of Providence.

2. The CITY will undertake the responsibilities of design and construction of the PROJECT in accordance with the plans and specifications approved by the STATE.
3. The CITY will fund the design of the PROJECT and develop the bid documents using CITY funds. The CITY will select a Project Manager who will administer the PROJECT. Such administration will include, but not be limited to, the maintenance of a PROJECT account, processing invoices, change orders and contract addenda. The CITY will maintain all financial records.
4. The Design of the PROJECT will conform to all STATE design standards and policies.
  - A. The CITY will submit the design plans to the STATE for review and approval at the preliminary stage of design and submit the plans, specifications and estimates at the 90% stage of design and at the PS&E stage of design. Such submissions will include but not be limited to all engineering, landscaping and permitting requirements, as applicable to the PROJECT.
  - B. The STATE will respond to the submissions within thirty (30) days of their receipt.
5. The CITY will be solely responsible for all costs associated with the design and construction of the PROJECT.
6. The CITY agrees to work with the STATE to obtain an environmental determination for the PROJECT. Under 23 CFR, Part 771.117, the STATE is required to submit documentation that demonstrates that no significant environmental effect will result from the PROJECT. Only upon receipt of this determination may construction of the PROJECT proceed.
7. The CITY will construct the PROJECT using the plans, specifications and estimate approved by the STATE.
  - A. In awarding the contract to the lowest qualified bidder, the CITY will use competitive bidding for the PROJECT in conformance with 23 CFR Part 635. The CITY will comply with the applicable requirements specified under the Office of Management and Budget (OMB), Circulars A-110, A-122 and A-133. The CITY will also comply with all requirements set forth in Appendix A and all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
  - B. The CITY will certify to the STATE that the PROJECT was built in accordance with the approved plans and specifications.
  - C. Work done by the contractor on the PROJECT and cost of materials supplied by the contractor to the PROJECT will be invoiced in accordance with STATE requirements and procedures.

- D. The STATE will reimburse the CITY for the actual costs of construction, provided that the construction work is satisfactory completed and is in accordance with Rhode Island General Laws, Chapter 42-11.1 and that the total expenditures for both design and construction do not exceed \$300,000.
8. Upon completion, the CITY will be responsible to maintain all aspects of this PROJECT within the CITY of Providence, in accordance with the plans and specifications developed for the PROJECT, at their own cost and expense.
9. This Agreement may be amended only by written agreement of all its signatories.

**THIS SPACE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, THE RHODE ISLAND DEPARTMENT OF TRANSPORTATION AND THE CITY OF PROVIDENCE have caused this Agreement to be executed by duly authorized officials on the \_\_\_\_\_ day of \_\_\_\_\_ 2003.

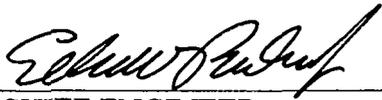
BY:

BY:

\_\_\_\_\_  
MAYOR  
DATE: \_\_\_\_\_

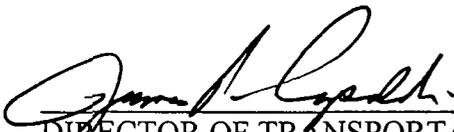
\_\_\_\_\_  
CITY SOLICITOR  
DATE: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
CHIEF ENGINEER  
DEPARTMENT OF TRANSPORTATION  
DATE: 5/14/03

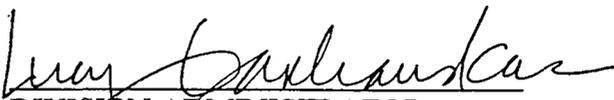
APPROVED:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DIRECTOR OF TRANSPORTATION  
DATE: 5-15-03

  
\_\_\_\_\_  
CHIEF LEGAL COUNSEL  
DEPARTMENT OF TRANSPORTATION  
DATE: 5/15/03

EXAMINED AND APPROVED:

  
\_\_\_\_\_  
DIVISION ADMINISTRATOR  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
DATE: 6-5-03

MAKRAM H. MEGALLI, P.E.  
Director



DAVID N. CICILLINE  
Mayor

Department of Public Works  
*"Building Pride in Providence"*

MEMO

TO: Adrienne G. Southgate, Esq.  
Law Department  
Senior Assistant Solicitor

FROM: David J. DiBiase   
Assistant Director of Project Management and Construction

DATE: August 1, 2003

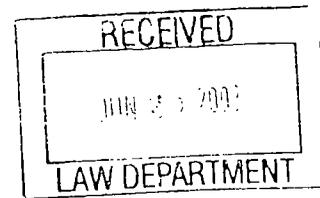
RE: Statewide Construction and Maintenance Agreement  
With Reference to Luongo Square Streetscape

In reviewing the Construction and Maintenance Agreement between the State of Rhode Island and the City of Providence it appears to be in accordance with my understanding of the scope of work at this time.



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Transportation  
DIVISION OF INTERMODAL PLANNING  
Two Capitol Hill  
Providence, RI 02903 - 1124



OFFICE (401) 277 2594  
FAX (401) 277 2397  
TDD 277 4971

June 18, 2003

Mr. Thomas Deller  
Director  
City of Providence  
Department of Planning & Development  
400 Westminster Street  
Providence, RI 02903

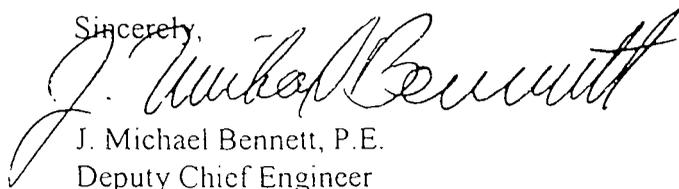
Dear Mr. Deller

Subject: Transportation Enhancement Program  
Luonogo Square Streetscape FAP# STP-TEA2 (067)  
Project Agreement

Enclosed are two (2) copies of the project agreement for the above referenced enhancement project. Please obtain the appropriate signatures and return one (1) copy to this address for our records.

Your cooperation in returning this agreement at your earliest convenience is appreciated. If you have any further questions regarding this matter, please contact Thomas J. Queenan, Supervising Planner at 222-4203, extension 4239.

Sincerely,

  
J. Michael Bennett, P.E.  
Deputy Chief Engineer

JMB/TQ/slm

Enclosures (2)

cc: S. Devine, w/o encl., T. Queenan, Adrienne Southgate, City of Providence, J. Ozbeck, City of Providence, all w/encl.

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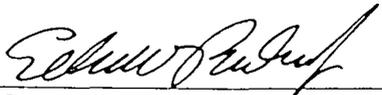
\_\_\_\_\_  
MAYOR

DATE: \_\_\_\_\_

\_\_\_\_\_  
CITY SOLICITOR

DATE: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

  
\_\_\_\_\_  
CHIEF ENGINEER  
DEPARTMENT OF TRANSPORTATION  
DATE: 5/14/03

APPROVED:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
DIRECTOR OF TRANSPORTATION  
DATE: 5-15-03

  
\_\_\_\_\_  
~~CHIEF~~ LEGAL COUNSEL  
DEPARTMENT OF TRANSPORTATION  
DATE: 5/15/03

EXAMINED AND APPROVED:

  
\_\_\_\_\_  
DIVISION ADMINISTRATOR  
U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
DATE: 6-5-03