



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation  
ENGINEERING DIVISION  
Two Capitol Hill, Rm. 226  
Providence, RI 02903-1124  
PHONE 401-222-2023  
FAX 401-222-3006; TDD 401-222-4971

RECEIVED

FEB 2 2009

LAW DEPARTMENT

January 14, 2009

The Honorable David N. Cicilline  
Mayor of Providence  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

Subject:       Statewide ADA Compliance Sidewalk Accessibility Improvements  
                  FAP No. STP-AWDA (001)  
                  C&M Agreement for Contract 2

Attention: Ms. Adrian Southgate

Dear Mayor Cicilline,

Attached for signature are (2) Construction and Maintenance (C&M) Agreements for Contracts 2 of the ADA Sidewalk Accessibility Improvements. Please return one signed copy to this office.

Should you have any questions or require additional information, please contact the Project Engineer, Kathleen Wilson at 222.2023 ext. 4088, or this office.

Very truly yours,

Robert A. Smith, P.E.  
Acting Deputy Chief Engineer

Attachments

Cc: Farhoumand, Palumbo, Smith, Natale D. Urso, PE, PTOE, Assistant Chief Engineer,  
Providence Department of Public Works, file

IN CITY COUNCIL  
MAR 5 2009

READ  
WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED  
 CLERK

**Statewide ADA Compliance Project Sidewalk Accessibility Improvement Contract 2**

**Washington Street from Empire Street to Eddy Street,  
Westminister Street from Empire Street to Moulton Street**

**And**

**Weybosset Street from Chestnut Street to Richmond Street**

Rhode Island Contract No. 2009-CH-016

Rhode Island Federal Aid Project No. STP-AWDA(001)

**CONSTRUCTION & MAINTENANCE AGREEMENT**

**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 the above-referenced Project in Providence 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. Prior to construction of the Project, the MUNICIPALITY will remove, by its own forces

any and all municipally-owned materials including but not limited to traffic signal systems, granite curb and directional/regulatory/warning signs, which the MUNICIPALITY desires salvaged and stockpiled. Should the MUNICIPALITY fail to remove said materials, the MUNICIPALITY will reimburse the STATE for all costs incurred relative to the handling, hauling and disposal of said materials to the MUNICIPALITY's designated storage site.

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;

(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;

(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; and

(e) maintain all portions of the Project, in accordance with the RIDOT Plans and Specifications, at its own cost and expense, after construction is completed and will make ample provision each year for such maintenance.

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. This Agreement may be amended only after the prior approval of the Division Administrator, Federal Highway Administration has been obtained as to such proposed amendment.

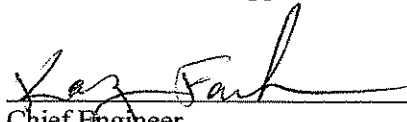
7. (a) The MUNICIPALITY will use or allow the use of for transportation purposes only the space below a plane sixteen feet, four inches (16' - 4") above the existing grade of the highway or the minimum clearance plus four inches as approved by the STATE, except the space necessary for foundations, vertical 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.

7. (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.

8. (c) 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 advertising for construction of the Project.

IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this AGREEMENT to be executed by their duly authorized officials as of the last day of \_\_\_\_\_, 2009.

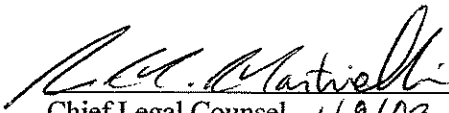
Recommended for Approval:

  
\_\_\_\_\_  
Chief Engineer  
Department of Transportation

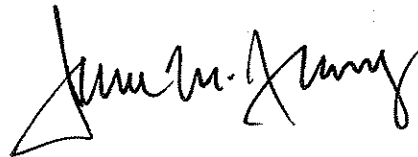
Municipality: City of Providence

By:   
\_\_\_\_\_  
Mayor David N. Cicilline

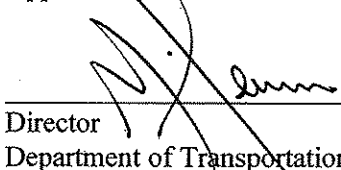
Approved as to form:

  
\_\_\_\_\_  
Chief Legal Counsel 11/9/09  
Department of Transportation

Correct as to Form and Satisfactory to Me:

  
CITY SOLICITOR

Approved:

  
\_\_\_\_\_  
Director  
Department of Transportation

\_\_\_\_\_  
N.A.  
Division Administrator  
U.S. Department of Transportation  
Federal Highway Administration

  
\_\_\_\_\_

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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; removal of granite bollards; installation of new decorative steel bollards; removal of and replacement of existing signs; removal of existing brick crosswalks and replacement with asphalt; 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.