

RESOLUTION OF THE CITY COUNCIL

No. 24

Approved January 22, 2019

WHEREAS, The City of Providence ("City") shall be the recipient of State Transportation Improvement Program Funding through the Rhode Island Department of Transportation; and

WHEREAS, The State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the "State") has approved the City's application for the funding for improvements at Woonasquatucket River Greenway (hereinafter the Project), which is listed in the Transportation Improvement Program under ID# 5178 and for design engineering and construction beginning in 2019 through 2021; and

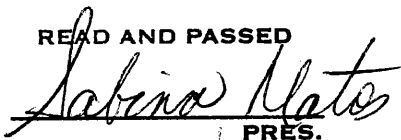
WHEREAS, Pursuant to Section 2-21 of the Providence Code of Ordinances, all contracts made and entered into by or on behalf of the City shall be signed and executed by the Mayor of Providence.

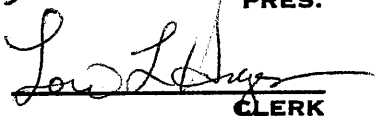
NOW, THEREFORE, BE IT RESOLVED, That the City Council of the City of Providence hereby RATIFIES the accompanying Agreement made and entered into by and among the State, the Rhode Island Department of Transportation and the City and hereby authorizes the Mayor of Providence to execute said Agreement on behalf of the City.

IN CITY COUNCIL

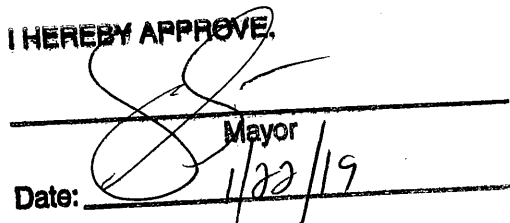
JAN 17 2019

READ AND PASSED


PRES.


CLERK

I HEREBY APPROVE.


Mayor

Date:

1/22/19

SUBRECIPIENT AGREEMENT

By and Among

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

CITY OF PROVIDENCE

And the

WOONASQUATUCKET RIVER WATERSHED COUNCIL

For the

PROVIDENCE WOONASQUATUCKET GREENWAY CORRIDOR ENHANCEMENTS

AGREEMENT made and entered into by and among the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the State), the City of Providence (hereinafter the City) utilizing its Registered DUNS Number 797675337, and the Woonasquacket River Watershed Council (hereinafter the WRWC).

WHEREAS, the State, the City and WRWC (hereinafter the Parties) entered into an Agreement (hereinafter the Initial Agreement) on the design, construction and maintenance of the Providence Woonasquacket Greenway Corridor Enhancements (hereinafter the Project) on May 17, 2017; and

WHEREAS, the Project was originally funded with 100% State funds; and

WHEREAS, the State has determined it is necessary to convert the funding of the Project to include Federal funds, make changes to the funding sources and the approach to construction of the Project; and

WHEREAS, the Parties further agree it is in the best interests of the Project to terminate the existing Agreement and provide for a new Agreement; and

WHEREAS, the funds to be included for use on the Project are administered by the Federal Highway Administration under Catalog of Federal Domestic Assistance (CFDA) 20.205, and

WHEREAS, the State has approved and awarded funds in the Transportation Improvement Program (TIP) under TIP ID Number 5178; and

WHEREAS, no Research and Development (R&D) activities are a part of the Project; and

WHEREAS, the State has agreed to contribute up to and not exceeding Five Million Nine Hundred Seventy-Five Thousand Dollars (\$5,975,000) in funds to the Project;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations herein, the Parties agree as follows:

1. In accordance with Paragraph 18 of the Initial Agreement, incorporated herein as Exhibit A, the Initial Agreement is hereby terminated.
2. The Project will consist of the design and construction of a separated bicycle/pedestrian route along the Woonasquatucket River from Eagle Square to Providence Place; and, if funding allows, additional bicycle/pedestrian connections from Eagle Square to the existing Woonasquatucket River Greenway via the General Electric site along with a connection from Delanie Street to Riverside Park via the Contech Medical Property.
3. The authorized start date of the Project shall be the design purchase order date. The Project performance end date will be December 31, 2024.
4. The City will be responsible for all costs associated with design of the Project and for obtaining all local, state, and federal environmental permits.
 - A. The State will reimburse the City up to and not exceeding Nine Hundred Forty-one Thousand Nine Hundred Fifty-three Dollars and Fifty-five Cents (\$941,953.55) for the costs of design; of this amount Eighty Percent (80%) or up to Seven Hundred Fifty-three Thousand Five Hundred Sixty-Two Dollars and Eighty-four Cents (\$753,562.84) is federally funded to Twenty Percent (20%) or up to One Hundred Eighty-eight Thousand Three Hundred Ninety Dollars and Seventy-one Cents (\$188,390.55) is state funded; costs in excess of said reimbursement are the responsibility of the City.
 - B. Any right-of-way actions identified during the design phase of the Project shall be subject to a future amendment to this Agreement. The City shall not proceed with any right-of-way action prior to an amendment to this Agreement and authorization to proceed from the State.
 - C. Construction of the Project will be subject to a future amendment to this Agreement.
 - D. Total reimbursement for design, right-of-way, utility adjustments, environmental permitting and construction by the State for the Project cannot exceed Five Million Nine Hundred Seventy Five Thousand Dollars (\$5,975,000); of this amount up to eighty percent (80%) or Four Million Seven Hundred and Eighty Thousand Dollars (\$4,780,000) is federally funded and up to twenty percent (20%) or One Million One Hundred and Ninety-Five Thousand Dollars (\$1,195,000) is State funded; costs in excess of said reimbursement are the responsibility of the City.

5. The City shall select a Project Manager to administer the Project. Such administration will include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders and contract records. The City will maintain all financial records.
6. The City will select a consultant to design the Project and develop the bid documents.
 - A. In selecting the consultant, the City will prepare a Request for Proposals (RFP) seeking an engineering consultant to develop the design and bid documents for the Project. The RFP will include the purpose of the Project; the scope of services, description of work, product to be provided, request for a budget and schedule for completion of the Project, as well as the qualifications of the applicant.
 - B. The City will submit the RFP to the State for review and approval. Upon such approval, the City will advertise and issue the RFP in accordance with Federal statutes, regulations and procedures.
 - C. All procurement actions by the City will comply with 23 CFR Part 172.7 and 23 USC 112 (b) (2). Federal reimbursement will be limited to the federal share of the costs allowable under 48 CFR Part 31 (Federal Acquisition Regulations).
7. The City will work with the State to obtain an Environmental Determination of no significant impact on the Project in accordance with FHWA regulation at 23 CFR Part 771.117. Neither right-of-way actions nor construction of the Project may proceed without receipt of said Environmental Determination.
8. The following are the General Program Requirements for the submission of reimbursement requests by the City.
 - A. The City shall invoice the State for work completed by the consultant. All invoices shall be sent directly to:

Department of Transportation
Attn: Accounts Payable
Two Capitol Hill
Providence, RI 02903
 - B. Further General Program Requirements for potential right-of-way and construction phases of the Project shall be the subject of a future amendment to this Agreement.
9. The City will design the Project and develop the bid documents in accordance with all State design standards and policies. The WRWC shall review the design plans and documents and provide written approval at each stage of design.

- 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 (hereinafter PS&E) 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. Review by the State is for the limited purpose of confirming that final design documents will be acceptable to the State and is not intended to relieve the City of full responsibility with respect to errors and omissions.

10. Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires full disclosure of all entities and organizations receiving federal funds including grants, contracts, loans and other assistance and payments through a single publicly accessible Web site, USASpending.gov.

- A. In accordance with FFATA and State of Rhode Island policy, all recipients and sub-recipients of federal funds must have a valid DUNS number¹ and be registered with the ***System for Award Management***.²
- B. The City is required to show evidence of current registration in both systems. To download a PDF verification, go to www.sam.gov and go to "Search Records," enter the City DUNS number, and select "Export PDF." Submit SAM Search Results PDF form with this Agreement.
- C. The City is required to maintain active registration in the ***System for Award Management***. Registration must be reviewed and updated on a yearly basis prior to expiration date.
- D. In accordance with state regulations and procedures, the City will also locate the Rhode Island Office of Management and Budget Sub-Award Reporting Worksheet and fill out Section 2, sign and submit to the State prior to execution of this Agreement.

11. The City shall submit a copy of the single audit report required under Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. 200.501 to the State. If during any fiscal year the City expends a total amount of Federal awards equal to or in excess of \$750,000, it shall have a Single Audit performed in accordance with OMB Uniform Guidance 2 C.F.R. 200.501. The required audit must be completed within 9 months of the end of the City audit period. Within 6 months of RIDOT's receipt of the audit, the Department will issue a management decision on the audit findings.

¹ To obtain a DUNS number, go to <https://iupdate.dnb.com/iUpdate/companylookup.htm>

² To register with the System for Award Management, go to www.sam.gov

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- A. Conversely, if during any fiscal year the City expends a total amount of Federal awards less than \$750,000, it shall be exempt from the Single Audit requirement for that fiscal year.
 - B. The contents of the Federal Single Audit (the Audit Reports) must be in accordance with the Government Auditing Standards issued by the Controller General of the United States.
 - C. The Audit Reports shall comply with the requirements as outlined in OMB Uniform Guidance 2 C.F.R. 200.501.
 - D. The City shall require that the work papers and reports of an independent Certified Public Accountant (CPA) be maintained for a minimum of five (5) years from the date of the Audit Report. Moreover, the City will adhere to the applicable OMB Uniform Guidance at 2 C.F.R. 200.501 compliance requirements for projects funded under CFDA number 20.205.
12. The Parties agree that no work associated with the relocation of utilities underground shall be subject to reimbursement as part of this Project.
13. The State reserves the right to have access to any documents, papers or other records of the City which are pertinent to the State funding award to make audits, examinations, excerpts and transcripts. This right also includes timely and reasonable access to City personnel for the purpose of interview and discussion related to such documents.
14. Upon completion of the Project, the City will be responsible for the maintenance of the facilities constructed as part of the Project at its own cost and expense. The Parties agree that further detail on the City's maintenance responsibilities will be subject to a future amendment to this Agreement
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15. The City will remain responsible for the commitments agreed upon in Amendment One of the Northwest Bike Trail/Woonasquatucket River Bikeway Contract 1 executed on October 2, 2003 and Replacement of the Pleasant Valley Parkway Bridge No. 777 Construction and Maintenance Agreement executed on April 8, 2015 and amended on March 21, 2016, incorporated into this Agreement as Exhibit B (hereinafter Previous Commitments).
- A. The State reserves the right to require the City to participate in cost sharing for any work constructed as part of these Previous Commitments removed and/or replaced by the Project.

B. The terms and conditions for cost sharing shall be subject to a future amendment to this Agreement.

C. In the event the State and the City fail to come to agreement on the terms and conditions for cost sharing on impacts to the assets covered under these Previous Commitments, the State reserves the right to provide written notice to the Parties placing the Project on hold until the Parties come to an agreement on cost sharing.

16. All costs billed under this Agreement are subject to audit. The City agrees to maintain all records pertaining to the costs incurred in the performance of the Project and this Agreement for a period of three years from the date of final payment and all other pending matters are closed.

17. The State reserves the right to terminate this Agreement if funds are rescinded or not authorized.

18. This Agreement may not be altered or amended except by written agreement signed by all the Parties.

19. The parties agree the Mayor shall take all necessary steps to receive authority from the City Council to enter into an 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 concurrent with execution of the Agreement.

Woonasquatucket River Watershed Council

STATE OF _____

COUNTY OF _____

In _____, Rhode Island, on this _____ day of _____

_____ 2018 before me personally appeared Roy Najecki, President of the Woonasquatucket River Watershed Council Board of Directors, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity, and the free act and deed of said Woonasquatucket River Watershed Council.

Notary Public

Print Name: _____

My Commission Expires _____

CERTIFICATE OF AUTHORITY

I, Zane Silva, certify that I am the Secretary of the Woonasquatucket River Watershed Council in Providence, Rhode Island, the corporation described in and which executed the foregoing instrument with the State of Rhode Island; that the said corporation is organized under the laws of the State of Rhode Island; that the corporate seal affixed to said instrument is the seal of said corporation; that Roy Najecki, President of the Board of Directors who executed said instrument as President of the Board of Directors of said corporation was then President of the Board of Directors of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said Roy Najecki and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this _____ day of _____ 2018.

Secretary

Background Documentation

EXHIBIT A

STATE FUNDED SUBRECIPIENT AGREEMENT

By and Among

**RHODE ISLAND DEPARTMENT OF TRANSPORTATION,
CITY OF PROVIDENCE**

And the

WOONASQUATUCKET RIVER WATERSHED COUNCIL

For the

PROVIDENCE WOONASQUATUCKET GREENWAY CORRIDOR ENHANCEMENTS

AGREEMENT made and entered into by and among the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the State), the City of Providence (hereinafter the City) and the Woonasquatchet River Watershed Council (hereinafter the WRWC).

WHEREAS, the State, through its Metropolitan Planning Organization (MPO) has included the Providence Woonasquatchet Greenway Corridor Enhancements (hereinafter the Project) in the approved Transportation Alternatives Program; and

WHEREAS, the State, the City and the WRWC (hereinafter the Parties) have agreed to transfer responsibility for implementation of the Project to the City, subject to reimbursement by the State with State funds; and

WHEREAS, the City agrees to be responsible for the design and construction of the Project; and

WHEREAS, the State has agreed to contribute Five Million Nine Hundred and Seventy Five Thousand Dollars in State funding (\$5,975,000) for the design and construction of the Project.

NOW THEREFORE, in consideration of the foregoing premises and the mutual obligations herein, the Parties agree as follows:

1. The Project will consist of the study, design and construction of a separated bicycle/pedestrian route along the Woonasquatchet River from Eagle Square to Providence Place; and if funding allows; additional bicycle/pedestrian connections from Eagle Square to the existing Woonasquatchet River Greenway via the General Electric site along with a connection from Delaine Street to Riverside Park via the Contech Medical property.

2. The authorized start date of the Project for reimbursement purposes shall be the design purchase order date and the construction purchase order date, respectively. The Project performance end date will be December 2022.
3. The Parties agree the City will be responsible for design and construction of the Project in accordance with the plans and specifications approved by the State.
4. The City will be responsible for all costs associated with the design and construction of the Project; the State will reimburse the City up to and not exceeding Five Million Nine Hundred and Seventy Five Thousand Dollars (\$5,975,000) in State funds; costs in excess of said reimbursement are the responsibility of the City.
5. The Parties agree that based on the description of the Project, there is potential for property acquisitions, subject to State procedures.
 - A. The City will work collaboratively with the WRWC and identify any property to be acquired during the planning and design phases of the Project.
 - B. Displacement of individuals, families, businesses, non-profit organizations or farm operations that will require relocation assistance shall be performed in accordance with State procedures.
 - C. In the event the City must acquire property not under its custody or control for the Project, the City shall acquire the necessary right-of-way according to the State procedures below prior to the start of construction.
 1. The City must obtain an appraisal performed by a qualified appraiser certified in the State of Rhode Island unless an otherwise acceptable methodology to ensure just compensation is established. Appraisals and/or valuation methodologies are subject to review and approval by the State.
 2. The City shall obtain Temporary Easements or Right of Entry Agreements when it is necessary to access private property for any period of time in order to complete construction of the Project according to State procedures.
 3. The City must make a written offer to property owners at an amount not less than the appraisal value.
 4. The City will record and document all meetings with the property owners pertaining to the acquisition.
 5. The City will maintain documentation showing the property owner(s) have received compensation for land and easements necessary to construct the project, unless the owner has acknowledged the offer and waived compensation in writing. All documentation is subject to review and approval by the State.

6. The City will provide supporting documentation for reimbursement for acquisition costs according to State procedures
- D. Notwithstanding Paragraph "C", above, the City shall certify to the State that all improvements made as part of the Project are within public right-of-way and that no private properties, acquisitions, easements or other right-of-way permissions are required to complete the Project, prior to the authorization of State funds.
6. The City shall select a consultant to design and develop the bid documents for the Project according to Title 37, Chapter 2 of the Rhode Island General Laws and State procedures.
7. The City will select a Project Manager to administer the Project. Such administration will include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders, and contract records. The City will maintain all financial records.
8. Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws of the State of Rhode Island, the State reserves the right to require a plan to ensure that one or more Minority Business Enterprises (MBE) as defined therein have the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. The State shall not issue a notice to proceed to construction of the Project until such MBE Plan, if required, has been approved. The City and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of work under this Agreement.
 - A. This Project will be assigned an MBE goal. The State requires the submission of executed MBE subcontract Agreement(s) between the prime contractor and any MBE subcontractor(s) who will perform work under this Contract. These executed contract Agreements should be addressed to the Department's Office of Civil Rights for approval and include the executed MBE Utilization Form as the cover sheet for the MBE subcontracts. The MBE Verification of Payment Form is contained in Exhibit A of this Agreement
9. The City will work with the State, if needed, to obtain an environmental determination for the Project according to State procedures. Construction of the project may only proceed after receipt of said environmental determination.
10. The City will construct the Project using the design approved by the State.
 - A. In awarding the construction contract to the lowest qualified bidder, the City shall use competitive bidding for the Project and shall comply with all provisions of Title 37 Chapter 2 of the Rhode Island General Laws.
 - B. The City shall engage on-call engineering services in charge of the engineering details of the Project during construction, subject to reimbursement by the State.

Said services shall have the responsibility for administration of satisfactory completion of the Project. This responsibility shall include:

1. Monitoring the rate of progress by the contractor on the Project and acceptable fulfillment of work by the Contractor.
 2. Ensuring that completed work by the contractor conforms to the contract documents.
 3. Decision making authority on the quality and acceptability of materials furnished, including the authority to reject defective material and/or suspend work that is being improperly performed.
 4. Authority to make changes to quantities not greater than ten percent (10%) of the corresponding values in the contractor's proposal.
 5. Site visits at intervals appropriate to the various stages of construction to observe progress and inspect the quality of work; and, providing for more continuous visits and observations through assistant(s) as mutually agreed upon with the State.
 6. Issuance of interpretations and clarifications of the contract documents; review and approval of shop drawings and samples as required.
 7. Receipt and review of inspections and tests to ensure compliance with the contract documents.
 8. Review of applications for payment and recommendation for payment based on whether the progress and quality of work is in accordance with the contract documents.
 9. Quarterly monitoring and reporting of MBE requirements.
 10. Preparing a reproducible set of as-built drawings.
- C. The State shall not participate in reimbursement of work through force account; such costs shall be the responsibility of the City.
- D. The City shall engage on call services to be responsible for ensuring that materials incorporated into the Project are obtained from State approved sources and are in conformance with State Standards and Specifications, subject to reimbursement by the State.
1. The City shall submit a Materials Testing Schedule based upon the State's Master Materials Testing Schedule to the State for review and approval.

2. Steel, aggregate, soils, Portland cement concrete and bituminous concrete utilized in construction of the Project shall be obtained from State approved sources and sampled and tested by personnel certified by either the Northeast Transportation Training and Certification Program, the National Institute for Certification of Engineering Technologies or American Concrete Institute, whichever may be applicable, for the materials being sampled and tested.
 3. The City shall obtain certificates of compliance and mill certifications in accordance with the approved Materials Testing Schedule.
 4. The City must certify that all materials used as part of the Project comply with the design specifications established for the Project.
 5. Contractor test results shall not be used for materials acceptance.
 6. All sample shall be random samples.
 7. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Resident Engineer prior to incorporating the product into the work. Under no circumstances will the State reimburse costs for items where a certificate of compliance is required and has not been received.
- E. The City must certify that prevailing wage rates have been paid during construction of the Project. Certifications of prevailing wage rates must be provided with each invoice, subject to review and acceptance by the State in accordance with State procedures.
- F. The Project shall be subject to construction inspections by the State. All findings must be satisfactorily addressed before final reimbursement by the State.

11. The General Program Requirements for reimbursement requests by the City are:

- A. The City shall invoice the State for work completed by the contractor on the Project and the cost of the materials supplied by the contractor to the Project in accordance with State procedures.
- B. The City shall submit reimbursement requests with a cover letter signed by the Project Manager containing the following language and provisions:

"We hereby certify that the work performed by the contractor and the materials for which payment is being requested meet the requirements of the contract documents and approved change orders in all respects, except as noted below. We further certify that prevailing wage rates have been paid for construction and we are duly authorized to certify on behalf of the City.

12. Finalization and acceptance of the Project shall be performed by the State. The following items are required to finalize and close the Project:

- A. Final inspection report.
- B. Corrective action plan(s) and Punch List resolutions.
- C. Letter of Project acceptance certifying the Project has been completed in accordance with the Project documents.
- D. Verification of Payment Form.
- E. Prevailing Wage Rate Certification.
- F. Certification that all certificates of compliance and mill certifications are on file.

13. The Parties agree that no work associated with the relocation of utilities underground shall be subject to reimbursement as part of this Project.

14. The State reserves the right to have access to any documents, papers or other records of the City which are pertinent to the State funding award, in order to make audits, examinations, excerpts and transcripts. The right also includes timely and reasonable access to City personnel for the purpose of interview and discussion related to such documents.

15. Upon completion of the Project, the City will be responsible for the maintenance of the facilities constructed under this agreement in accordance with the plans and specifications developed for the Project at its own cost and expense.

16. The City will also remain responsible for the commitments agreed upon in the Agreement and Amendment One of the Northwest Bike Trail/Woonasquatucket River Bikeway Contract 1 executed on October 2, 2003 and Replacement of Pleasant Valley Parkway Bridge No. 777 Construction and Maintenance Agreement executed on April 8, 2015 and amended on March 21, 2016 (hereinafter the C&M).

- A. The State reserves the right to require the City to participate in cost sharing for any work constructed under the C&M removed and/or replaced by the Project.
- B. The terms and conditions for cost sharing will be subject to a future amendment to this Agreement.
- C. In the event the State and City fail to come to agreement on the terms and conditions for cost sharing or impacts to the assets covered under the C&M, the State reserves the right to provide written notice to the Project Manager placing

the Project on hold and all activity on the Project will cease until the State and the City come to an agreement on cost sharing.

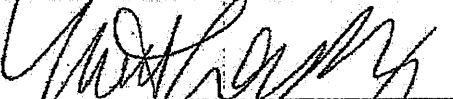
D. The C&M is incorporated for reference as Exhibit A.

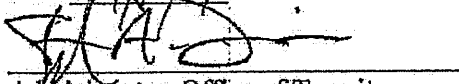
17. All costs billed under this Agreement are subject to audit. The City agrees to maintain all records pertaining to the costs incurred in performance of the Project and this Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed.
18. The State reserves the right to terminate this Agreement if State funds are rescinded or not authorized.
19. This Agreement may not be altered or amended except by written agreement signed by all the Parties.
20. The Parties agree the Mayor shall 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 concurrent with execution of the Agreement.

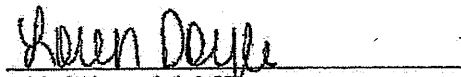
IN WITNESS WHEREOF, the Rhode Island Department of Transportation, City of Providence and Woonasquatucket River Watershed Council have caused this Agreement to be executed by duly authorized officials on the _____ day of _____, 2017.

DEPARTMENT OF TRANSPORTATION


RECOMMENDED FOR APPROVAL

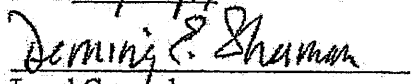

Administrator, Division of Planning
Date: 4/14/17


Administrator, Office of Transit
Date: 4/18/17



Chief Financial Officer
Date: 4/14/17

APPROVED AS TO FORM

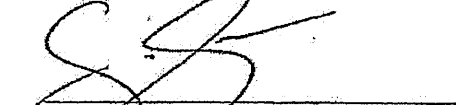

City Solicitor - City of Providence
Date: 4/27/17


Legal Counsel
Woonasquatucket River Watershed Council

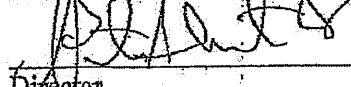
APPROVED AS TO FORM:

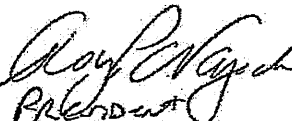

Assistant Director for Legal Services
Date: 4/18/17

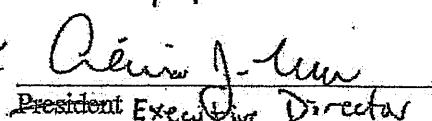
APPROVED:


Mayor - City of Providence
Date: 5/11/17

APPROVED


Director
Date: 4/21/17


President
WQWC
5/18/17


President Executive Director
Woonasquatucket River Watershed Council Board of Directors
Date: 5/17/2017

Woonasquatucket River Watershed Council

STATE OF R.I.

COUNTY OF Providence

In Providence, Rhode Island, on this 18 day of

May, 2017 before me personally appeared Roy Najecki, President of the Woonasquatucket River Watershed Council Board of Directors, to me known and known by me to be the party executing the foregoing instrument, and he acknowledged said instrument by him executed to be his free act and deed in said capacity, and the free act and deed of said Woonasquatucket River Watershed Council.

Elizabeth Baptista

Notary Public

Print Name: Elizabeth Baptista

My Commission Expires 11/20/2017

CERTIFICATE OF AUTHORITY

I, Louis Lariviere, certify that I am the Secretary of the Woonasquatucket River Watershed Council in Providence, Rhode Island, the corporation described in and which executed the foregoing instrument with the State of Rhode Island; that the said corporation is organized under the laws of the State of Rhode Island; that the corporate seal affixed to said instrument is the seal of said corporation; that Roy Najecki, President of the Board of Directors who executed said instrument as President of the Board of Directors of said corporation was then President of the Board of Directors of said corporation and has been duly authorized to execute said instrument in behalf of said corporation; that I know the signature of said Roy Najecki and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this 19th day of May 2017.

Louis R. Lariviere

Louis R. Lariviere

Secretary

EXHIBIT B

NORTHWEST BIKE TRAIL /WOONASQUATUCKET RIVER BIKEWAY

CONTRACT-1

and

REPLACEMENT OF PLEASANT VALLEY PARKWAY BRIDGE NO. 777

CONSTRUCTION & MAINTENANCE AGREEMENT

MUNICIPAL HIGHWAY

FEDERAL FUNDS

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

CITY OF PROVIDENCE

AMENDMENT ONE

Amendment One made and 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 and the MUNICIPALITY entered into a Construction and Maintenance Agreement for the NORTHWEST BIKE TRAIL /WOONASQUATUCKET RIVER BIKEWAY and REPLACEMENT OF PLEASANT VALLEY PARKWAY BRIDGE NO. 777 dated October 2, 2003 (attached hereto as Exhibit 1); and

WHEREAS, the STATE and the MUNICIPALITY wish to enter into this Amendment One to the Agreement amending the Description of the Project.

NOW THEREFORE, in consideration of the foregoing mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the STATE and the MUNICIPALITY agree as follows:

1. PAGE 3 – DESCRIPTION - ITEMS 1-5 are hereby deleted in their entirety and replaced with the following:

DESCRIPTION:

1. Maintenance of the various roadways associated with this project (Dean Street, Pleasant Valley Parkway, Promenade Street, Kinsley Avenue, Providence Place, Bath Street, Acorn Street) will be the responsibility of the MUNICIPALITY and is

Rev. 02/16

IN CITY COUNCIL
APR 06 2017

READ

1

WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED

[Signature] CLERK

inclusive of providing striping, signing, pavement markings, snow removal, and regular sweeping to designate and maintain the bike lanes.

2. The MUNICIPALITY in accordance with the MUNICIPALITY's October 22, 2015 correspondence (Attached hereto as Exhibit 2) understands and agrees to the placement of signage, striping and pavement markings to designate the bike lanes installed under the Replacement of the Pleasant Valley Parkway Bridge No. 777 contract, and agrees to maintain these bike lanes as needed.
 3. The MUNICIPALITY understands and agrees that the traffic signal equipment located at the intersection of Dean Street/ Promenade and Dean Street/Kinsley Avenue and installed under the Bridge No. 777 contract will remain as property of the RI Department of Transportation.
 4. The MUNICIPALITY understands and agrees to the removal of the bike lane along the left-hand shoulder of Providence Place and Promenade Street from Dean Street to Park Street and restriping these streets so as to create a bike lane along the right shoulder of each within those limits.
2. The Mayor will take all necessary steps to receive authority from the City Council to enter into and execute this AMENDMENT ONE, including but not limited to submission of this AMENDMENT ONE to the City Council for ratification and submission of proof of such authority to the State.
 3. All other provisions of the AGREEMENT shall remain in full force and effect.

THIS SPACE INTENTIONALLY
LEFT BLANK

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

Recommended for Approval:
DEPARTMENT OF TRANSPORTATION:

David W. Fish
David Fish, P.E.
Acting Chief Engineer
Department of Transportation

Date: 3-16-16

MUNICIPALITY:

William Bombard
William Bombard
City Engineer
City of Providence

Date: _____

Approved as to form:

[Signature]
Executive Counsel
Department of Transportation

Date: 3/16/16

[Signature]
City Solicitor
City of Providence

Date: _____

Approved:

[Signature]
Director Peter Alviti, P.E.
Department of Transportation

Date: 3/21/16

[Signature]
Mayor
City of Providence

Date: 12/21/16

Examined and Approval:

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

Date: _____

Exhibit #1

Design B/C 11. 3. 02

NORTHWEST BIKE TRAIL /WOONASQUATUCKET RIVER BIKEWAY

CONTRACT-1

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 the above-referenced Project in PROVIDENCE, RHODE ISLAND 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 thereunder.

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.

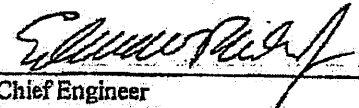
Description:

1. Maintenance of the various roadways associated with this project will be the responsibility of the City of Providence and is inclusive of providing striping to designate the bike lane and also continuing to provide bollards at all times.
2. The City of Providence understands and agrees to the elimination of one westbound travel lane on Promenade Street from Park Street to Bath Street so as to create parallel parking on the northern shoulder and a bike path on the southern shoulder.
3. The City of Providence understands and agrees to the elimination of parallel parking on the southern shoulder off Kinsley Avenue from Eagle Street to Dean Street so as to create a bike path.
4. The City of Providence understands and agrees to the elimination of one eastbound travel/stacking lane on Kinsley Avenue at the intersection with Dean Street so as to create a bike path. The remaining eastbound travel lane will not only provide through movement, but also left turns.
5. The City of Providence understands the removal of light standard foundations, light standards and luminaries from Promenade Street, Dean Street, Kinsley Avenue and Providence Place will be those exclusively shown on the Plans. The Contractor who is awarded the construction job will be stockpiling them at the Providence Department of Public Works, 60 Ernest Street.

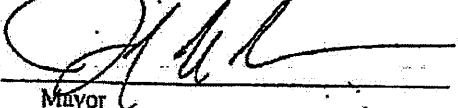
Design R/C No. 03-03

IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this
AGREEMENT to be executed by their duly authorized officials as of the 3rd day of October
2001 2003

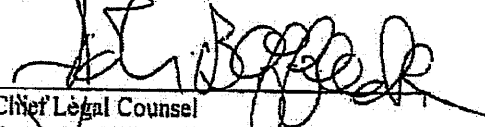
Recommended for Approval:


Chief Engineer
Department of Transportation

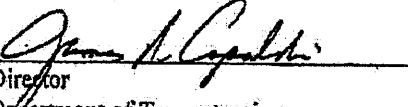
City of Providence:

By: 
Mayor

Approved as to form:


Chief Legal Counsel
Department of Transportation

Approved:


Director
Department of Transportation

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

NORTHWEST BIKE TRAIL / WOONASQUATUCKET RIVER BIKEWAY
CONTRACT-1
CONSTRUCTION & MAINTENANCE AGREEMENT
by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
and the
CITY OF PROVIDENCE

Exhibit #2



Mayor of Providence

Jorge O. Elorza

October 22, 2015

Director Peter Alviti
Rhode Island Department of Transportation
Two Capitol Hill
Providence, RI 02903

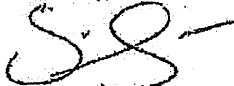
Dear Director Alviti,

I am writing to express my support for the Rhode Island Department of Transportation's efforts to make the Pleasant Valley Parkway Bridge over the Woonasquatucket River safer for bicyclists by providing bicycle lanes on the bridge. The bridge provides a crucial connection for bicyclists between Downtown, Federal Hill, and the West End to the entire northwest quadrant of the City. I am committed to improving bicycle infrastructure throughout the City of Providence, particularly along key corridors that have the opportunity to connect neighborhoods and important destinations. Based on public feedback and concern, the Pleasant Valley Parkway-Dean Street corridor was identified by the Providence Bicycle and Pedestrian Advisory Commission as a priority corridor for bicycle infrastructure improvements at a public forum earlier this year. As a result of feedback received at that forum, Department of Planning and Development will soon be updating the City's Bicycle Master Plan to plan for and prioritize the bicycle infrastructure improvements that are needed citywide. This update will include recommendations for improvements to the entire Pleasant Valley Parkway-Dean Street corridor to connect RIDOT's investment in bicycle infrastructure on the bridge to the north and south.

Moving forward, I request that RIDOT work closely with the Providence Department of Planning and Development and the Providence community to integrate more robust bicycle and pedestrian infrastructure on state roadways throughout the City, including the recommendations that emerge from the updated Providence Bicycle Master Plan.

I look forward to working in close partnership with RIDOT to make our state more bike-friendly.

Sincerely,


Jorge O. Elorza
Mayor

City Hall, 25 Dorrance Street, Providence, RI 02903
Phone (401) 421-7740 Fax (401) 274-8240



CITY OF PROVIDENCE

Jorge O. Elorza, Mayor

Date: April 20, 2017

Jessica Rodas
Rhode Island Department of Transportation
Bridge Design
Two Capitol Hill
Providence, RI 02903

Re: Northwest Bike Trail/Woonasquatucket River Bikeway Contract 1 and Replacement of Pleasant Valley Parkway Bridge 777 – CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT ONE

Dear Jessica:

Attached is an original of the **Northwest Bike Trail/Woonasquatucket River Bikeway Contract 1 and Replacement of Pleasant Valley Parkway Bridge 777 – CONSTRUCTION AND MAINTENANCE AGREEMENT AMENDMENT ONE** with all City signatures and approvals.

Very Truly Yours

Natale D. Urso, PE, PTOE
Traffic Engineer

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905

401.467.7950 ph | 401.941.2567 fax

www.providenceri.com

Design or Construction R.I. Contract No.: 2001-EB-011

Design or Construction R.I. Federal-Aid Project No.: BHO-BCDR (010)

**CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY
FEDERAL FUNDS**

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

CITY OF PROVIDENCE

for

Replacement of Pleasant Valley Parkway

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 Replacement of Pleasant Valley Parkway superstructure replacement (further described in the attached Project Description and referred to as the "PROJECT"), for improvements under the provisions established by the Federal Transportation Acts and policy 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. The State will modify the sidewalks, including the filter boxes and pipes embedded in the sidewalk; remove and replace the street lights within the project limits.

3. Upon completion of the Project, the MUNICIPALITY will:

- (a) maintain the road altered during construction of the PROJECT within the State Right-of-Way in conformance with Chapters 24-8, Section 24-8-15 Title 24 of the Rhode Island General Laws and 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;
- (b) 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;
- (c) 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;
- (d) enforce traffic regulations established in accordance with this AGREEMENT;
- (e) 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) maintain all landscaping, sidewalk, ornamental street lighting, drainage systems, filter boxes and pipes installed during construction of this Project within the City Right-of-Way;
- (g) maintain 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 Acts and the regulations, 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 Acts and the

regulations adopted thereunder.

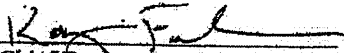
6. The STATE reserves the right to require the execution of an Agreement between the STATE and the MUNICIPALITY or a third party responsible for developing and operating the air space for any use of the space above and below the highway for other than transportation purposes and said Agreement shall 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.

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:
DEPARTMENT OF TRANSPORTATION


Chief Engineer
Department of Transportation
Date: 1/7/15

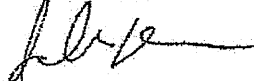
MUNICIPALITY


Mayor
City of Providence
Date: 4/8/15

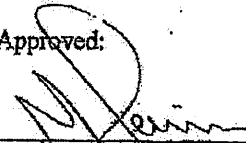
Approved as to form:


Executive Counsel
Department of Transportation
Date: 1/7/15

Approved as to form:


City Solicitor
Date: 3/20/15

Approved:


Director
Department of Transportation
Date: 1/8/15

Examined and Approval:

N/A
Division Administrator
U.S. Department of Transportation
Federal Highway Administration
Date:

PROJECT DESCRIPTION

Pleasant Valley Parkway Br. 777

This Project is located in the County of Providence, City of Providence, Rhode Island, on Pleasant Valley Parkway. The bridge work shall include the replacement of a superstructure; as a 2-span structure over Woonasquatucket River. The work for the bridge shall include, but not be limited to: bridge concrete deck and sidewalk, Precast Prestressed NEXT (New England Extreme Tee) Beams, elastomeric bearings, four-bar steel bridge railing, granite curb, concrete pier cap, concrete abutment stem, wingwalls, end posts, four-bar pedestrian railing and supports, utility conduits relocation, lighting, rip-rap installation, temporary working platform, temporary utility support bridge, temporary earth retaining system and deck joint installation. The work also includes demolition of the entire existing bridge superstructure, pier cap and partial demolition and sawcutting of the existing abutment stem to the limits shown on the contract drawings. All bridge work will be performed under a complete bridge closure.

The highway work shall include but is not limited to clearing and grubbing, full depth reconstruction of pavement, leveling course, temporary island pavement, excavation and embankment, erosion control, trimming and fine grading, sawcutting pavement, modifications to the existing storm drainage system, construct bio-retention pond, roadway lighting, new street lighting, temporary and permanent traffic signal systems, filter boxes, and filter pipes embedded in the sidewalk, modifications to sidewalk, curbing, dust control, uniform traffic persons, flagpersons, temporary construction signs, field office, mobilization, maintenance and protection of traffic, signs, traffic detour, pavement markings, loam & seed, landscape mulching, plantings, handling, hauling, stockpiling, and management of contaminated soil, and other incidentals completed and accepted as necessary to complete the work of this contract as required by the Engineer.