



CITY OF PROVIDENCE

Angel Taveras, Mayor

Date: August 11, 2012

Anna Stetson  
City Clerk  
City hall  
25 Dorrance Street  
Providence, RI 02903

**Re: Construction and Maintenance Agreement  
Dean St., Cahir St. and Stewart St. Lighting Improvements**

Dear Anna:

Attached are three originals of the **Dean St., Cahir St. and Stewart St. Lighting Improvements 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 that reads "Natale D. Urso".

Natale D. Urso, PE, PTOE  
Deputy City Engineer

IN CITY COUNCIL  
OCT 18 2012

READ  
WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED AND APPROVED  
A handwritten signature in cursive script that reads "Anna Stetson".  
CLERK

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905

401 467 7950 ph | 401 941 2567 fax

www.providenceri.com

Construction RI Contract No.

Design RI Contract No. 2000-EH-006

**DEAN STREET, CAHIR STREET AND STEWART STREET**

**LIGHTING IMPROVEMENTS**

**West Exchange Street to Point Street**

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

Construction R.I. Federal-Aid Project No.:

**CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY**

**FEDERAL FUNDS**

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

CITY OF PROVIDENCE

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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 the City of Providence, specifically the Dean Street, Cahir Street and Stewart Street Lighting Improvements from West Exchange Street to Point Street (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. The State will install the street lighting within the project limits and the Municipality will maintain all aspects of the attached 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, the Municipality will:

(a) maintain all landscaping installed during construction of this project;

(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 and for the traffic devices installed in connection therewith;

(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 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.

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 FAPG, as aforementioned, which are hereby made a part of this Agreement by reference.

6. 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. 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. 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.

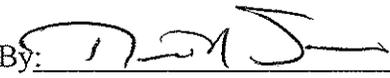
9. The Mayor will take all necessary steps to receive authority from the City Council to enter into and execute this Agreement including, but not limited to, submission of this Agreement to the City Council for ratification and submission of proof of such authority to the State prior to project advertisement.

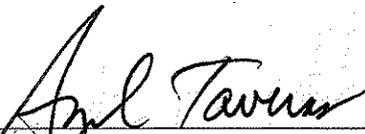
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IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized officials as of the date last written below.

Recommended for Approval:  
RHODE ISLAND DEPARTMENT OF  
TRANSPORTATION

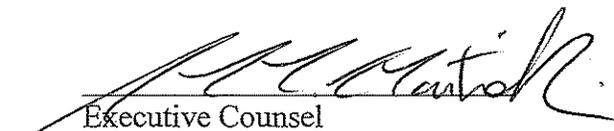
CITY OF PROVIDENCE

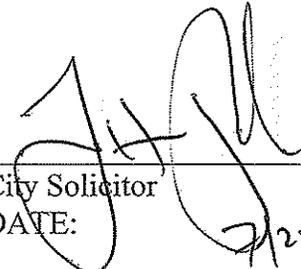
By:   
Chief Engineer ~~for~~  
DATE: 5/17/12

By:   
Mayor  
DATE: 8/7/12

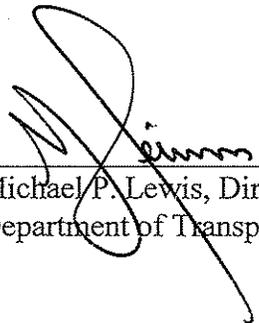
Approved as to form:

Approved as to form: *and correctness*

  
Executive Counsel  
DATE: 5/23/12

By:   
City Solicitor  
DATE: 7/24/12

Approved:

  
Michael P. Lewis, Director  
Department of Transportation

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

PROJECT DESCRIPTION

This Project, located in the County of Providence, City of Providence, Rhode Island, is from West Exchange Street to Point Street. The work includes removing and replacing sections of concrete sidewalk, installing street light foundations, providing City standard luminaries and installing conduit, within the above Project limits.

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