

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

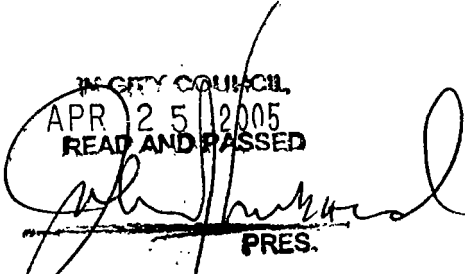
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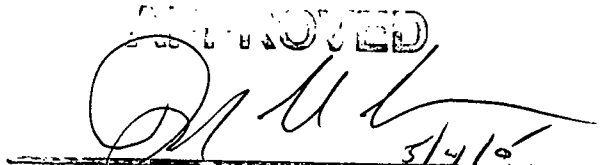
Approved May 4, 2005

WHEREAS, the State of Rhode Island proposes to undertake substantial roadway rehabilitation and improvements along the city's Smith Street retail district, between I-95 and Oakland Avenue, including sidewalk replacement, landscape improvements, lighting enhancements and related amenities as the project budget allows; and

WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic as well as beautifying the city's Smith Street retail district;

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

IN CITY COUNCIL,
APR 25 2005
READ AND PASSED

PRES.
Michael B. Clement
CLERK (CA)

APPROVED

5/4/05
MAYOR

IN CITY COUNCIL
FEB 3 2004

FIRST READING
REFERRED TO COMMITTEE ON
CITY PROPERTY + Public Works

Michael R. Clement
CLERK *ans*

THE COMMITTEE ON
CITY PROPERTY + Public Works,
Approves Passage of
The Within Resolution
Ann M. Stebbins
4-7-05 Clerk *jointly*



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
ENVIRONMENTAL & INTERMODAL PLANNING

Two Capitol Hill, Providence, RI 02903-1124
ENVIRONMENTAL PHONE (401) 222-2023
INTERMODAL PHONE (401) 222-4203
FAX (401) 222-2207 TDD (401) 222-4971

January 12, 2005

Mr. Michael R. Clement
City Clerk
City Hall
25 Dorrance Street
Providence, RI 02903

Subject: Smith Street Streetscape Improvements
Enhancement Project Agreement

Dear Mr. Clement:

The Rhode Island Department of Transportation, Office of Intermodal Planning, Enhancement Program is submitting a copy of the Smith Street Streetscape Improvements Enhancement Project Agreement for approval by the Providence City Council. The original agreement has been sent to Adrienne Southgate, per her request.

If you need additional information, please call O. J. Silas of my staff at 222-4203 extension 4493.

Sincerely,

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

JMB/ojs

Enclosure

cc: E. Parker, Jr., S. Devine, T. Queenan, w/o encl., O. Silas, A. Southgate, T. Deller, R. Azar, City of Providence, w. encl.

IN CITY COUNCIL
FEB 3 2005
FIRST READING
REFERRED TO COMMITTEE ON

PUBLIC WORKS + *City Property jointly*

CLERK

Claire E. Burtch
Just Property

Communications

AMENDMENT No. 1

To

SMITH STREET STREETScape IMPROVEMENTS

ENHANCEMENT PROJECT AGREEMENT

By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF PROVIDENCE

AMENDMENT made and entered into by and between the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS** acting by and through its **DEPARTMENT OF TRANSPORTATION (STATE)** and the **CITY OF PROVIDENCE (CITY)**.

WHEREAS, the **STATE** and the **CITY** entered into a Design, Construction and Maintenance Agreement (**AGREEMENT**) dated _____, 2005 for the above captioned project (**PROJECT**); and

WHEREAS, the **STATE** and the **CITY** desire to modify the terms of the **AGREEMENT**.

NOW THEREFORE, the Parties hereby agree as follows:


1. Paragraph 3 has been changed as follows:
 3. The **CITY** will be responsible for payment of all costs associated with design and construction of the Project; the **STATE** will reimburse the **CITY** up to and not exceeding Five Hundred Thousand Dollars (\$500,000) for design and construction costs; costs in excess of said reimbursement are the responsibility of the **CITY**. Supporting documentation of payment will be required for all reimbursements.
2. Paragraphs 10 and 11 are added in their entirety:
 10. 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 the 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 and State 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 costs allowable under 48 CFR Part 31 (Federal Acquisition Regulations).
 - D. The STATE will perform a final audit of the contract(s) according to State approved procedures. The State will not make final payment to the CITY until the State has completed the audit.
11. All other items and conditions of the **AGREEMENT** shall remain in full force and effect.

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IN WITNESS WHEREOF, The Rhode Island Department of Transportation and the CITY OF PROVIDENCE have caused this Amendment to be executed by duly authorized officials on the _____ day of _____ 2005.

RECOMMENDED FOR APPROVAL:



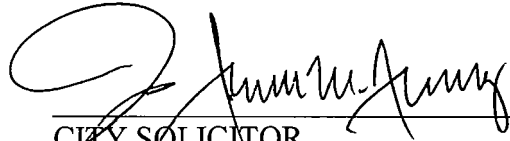
CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 4/12/05

APPROVED AS TO FORM:




CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 4-12-05

APPROVED AS TO FORM:



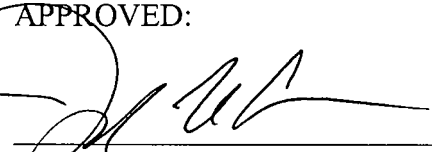
CITY SOLICITOR
DATE: 5 May 05

APPROVED:



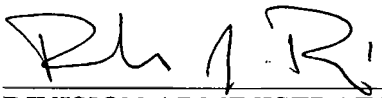
DIRECTOR OF TRANSPORTATION
DATE: 4-12-05

APPROVED:



MAYOR
DATE: 5/4/05

EXAMINED AND APPROVED:


for _____
DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 4/14/05

AMENDMENT No. 1

To

SMITH STREET STREETSCAPE IMPROVEMENTS

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And the

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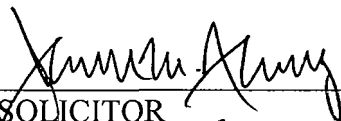
CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 4/12/05

APPROVED AS TO FORM:



CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 4-12-05

APPROVED AS TO FORM:




CITY SOLICITOR
DATE: 5 May 05

APPROVED:




DIRECTOR OF TRANSPORTATION
DATE: 4-12-05

APPROVED:



MAYOR
DATE: 5/4/05

EXAMINED AND APPROVED:



for DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 4/14/05