

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

**RESOLUTION OF THE CITY COUNCIL**

No. 192

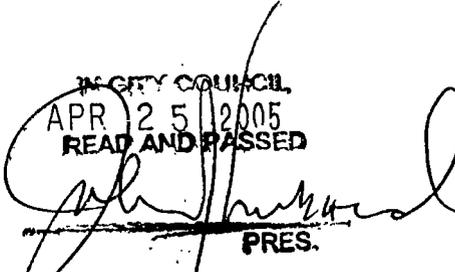
Approved May 4, 2005

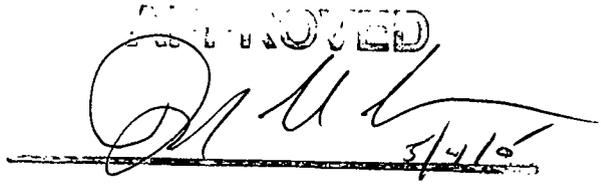
RECEIVED  
MAY 10 2005

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.  
  
CLERK (CA)

APPROVED  
  
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 *jointly*

Ann M. Steh

4-7-05 Clerk



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

Claire E. Bustard CLERK  
Justice 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.

THIS SPACE LEFT BLANK INTENTIONALLY

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.

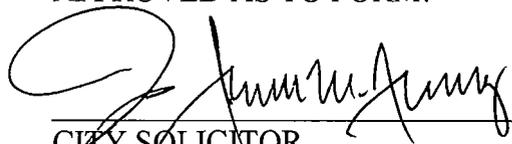
RECOMMENDED FOR APPROVAL:

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

APPROVED AS TO FORM:

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

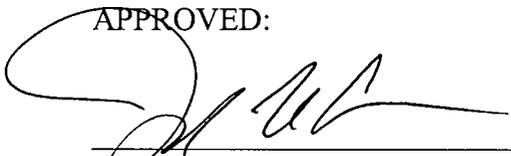
APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY SOLICITOR  
DATE: 5 May 05

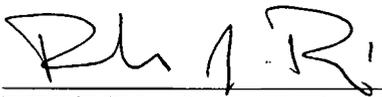
APPROVED:

  
\_\_\_\_\_  
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

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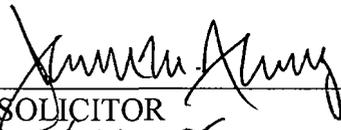
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\_\_\_\_\_  
CHIEF ENGINEER  
DEPARTMENT OF TRANSPORTATION  
DATE: 4/12/05

APPROVED AS TO FORM:

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

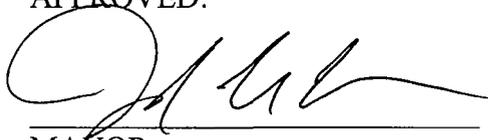
APPROVED AS TO FORM:

  
\_\_\_\_\_  
CITY SOLICITOR  
DATE: 5 May 05

APPROVED:

  
\_\_\_\_\_  
DIRECTOR OF TRANSPORTATION  
DATE: 4-12-05

APPROVED:

  
\_\_\_\_\_  
MAYOR  
DATE: 5/4/05

EXAMINED AND APPROVED:

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