

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

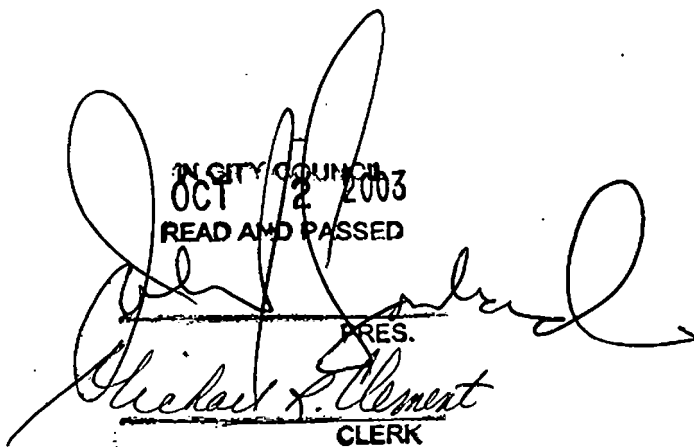
No. 690

Approved October 7, 2003

WHEREAS, the State of Rhode Island proposes to undertake roadway reconstruction, rehabilitation, and/or improvement on Washington Street, to-wit, the "Downtown Providence Traffic Circulation Improvements Project"; and

WHEREAS, said improvements will alleviate congestion and will facilitate pedestrian and vehicular traffic,

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


IN CITY COUNCIL
OCT 12 2003
READ AND PASSED
PRES.
Michael S. Clement
CLERK

APPROVED

MAYOR 10/7/03

FILED

JUL 16 12 25 PM '03

CLERK
PROVIDENCE, R.I.

IN CITY COUNCIL
AUG 7, 2003

FIRST READING

REFERRED TO COMMITTEE ON
PUBLIC WORKS

Richard S. Christ CLERK

THE COMMITTEE ON
PUBLIC WORKS

Approves Passage of
The Within Resolution

John M. Steen
9-22-03 Clerk

Council President Lombardi (By Request)

Downtown Providence Traffic Circulation Improvements to Washington Street

Rhode Island Contract Number: 2003-CT-006

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 Traffic Circulation Improvements to Washington Street, (hereinafter 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:

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. The **MUNICIPALITY** agrees to maintain Washington Street in accordance with the **PROJECT** plans and specifications at its own expense, after construction is completed and will make ample provisions each year for such maintenance.

In addition, the **MUNICIPALITY** agrees to maintain the traffic signal systems installed as part of the **PROJECT** at the following intersections:

Washington Street and Service Road 8
Washington Street and Greene Street
Washington Street and Empire Street
Washington Street and Mathewson Street
Washington Street and Union Street
Washington Street and Dorrance Street

5. 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

6. 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.

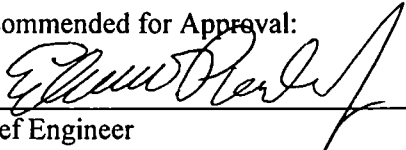
7. This Agreement may be amended only after the prior approval of the Division Administrator, Federal Highway Administration, has been obtained as to such proposed amendment.

8. (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.

8. (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.

IN WITNESS WHEREOF, the **STATE** and the **MUNICIPALITY** have caused this Agreement to be executed by their duly authorized officials as of the _____ day of _____, 2003.

Recommended for Approval:



Chief Engineer
Department of Transportation

Municipality: City of Providence

By: _____
Mayor

Approved as to form:

Chief Legal Counsel
Department of Transportation

Approved:

Director
Department of Transportation

NOT APPLICABLE
Division Administrator
U.S. Department of Transportation
Federal Highway Administration

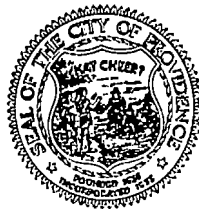
Downtown Providence Traffic Circulation Improvements to Washington Street

Rhode Island Contract Number: 2003-CT-006

Construction & Maintenance Agreement
Municipal Highway
Federal Funds

by and between the State of Rhode Island and Providence Plantations
and the City of Providence

MAKRAM H. MEGALLI, P.E.
Director




DAVID N. CICILLINE
Mayor

Department of Public Works
"Building Pride in Providence"

MEMO

TO: Adrienne G. Southgate, Esq.
Law Department
Senior Assistant City Solicitor

FROM: David J. DiBiase 
Assistant Director of Project Management and Construction

DATE: August 1, 2003

RE: Statewide Construction and Maintenance Agreement
For Washington Street and Dorrance Street

In reviewing the Construction and Maintenance Agreement between the State of Rhode Island and the City of Providence it appears to be in accordance with my understanding of the project at this time.

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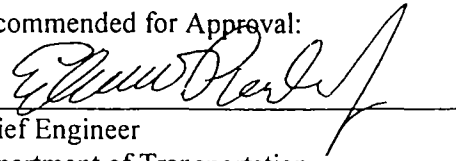
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Recommended for Approval:



Chief Engineer
Department of Transportation

Municipality: City of Providence

By: _____
Mayor

Approved as to form:

Chief Legal Counsel
Department of Transportation

Approved:

Director
Department of Transportation

NOT APPLICABLE
Division Administrator
U.S. Department of Transportation
Federal Highway Administration

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Construction & Maintenance Agreement
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City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 14, 2003

TO: Dean Esserman, Chief of Police

SUBJECT: PUBLIC WORKS COMMITTEE

CONSIDERED BY: Anna M. Stetson, Second Deputy City Clerk

DISPOSITION: I have been directed by Councilman Terrence M. Hassett, Chairman, Committee on Public Works to refer to you the accompanying resolutions for study, report and recommendation.

Please report back in writing to the above-named committee as soon as practical.

RESOLUTION AUTHORIZING HIS HONOR THE MAYOR TO EXECUTE A STATEWIDE CONSTRUCTION AND MAINTENANCE AGREEMENT TO THE STATE OF RHODE ISLAND WITH RESPECT TO LUONGO SQUARE STREETScape AND TRAFFIC FLOW IMPROVEMENT PROJECT.

RESOLUTION REQUESTING HIS HONOR THE MAYOR TO EXECUTE A STATEWIDE CONSTRUCTION AND MAINTENANCE AGREEMENT TO THE STATE OF RHODE ISLAND WITH RESPECT TO DOWNTOWN PROVIDENCE TRAFFIC CIRCULATION IMPROVEMENTS TO WASHINGTON STREET.

RESOLUTION AUTHORIZING HIS HONOR THE MAYOR TO EXECUTE A STATEWIDE CONSTRUCTION AND MAINTENANCE AGREEMENT TO THE STATE OF RHODE ISLAND WITH RESPECT TO THE SOUTHSIDE PEDESTRIAN SAFETY ENHANCEMENT PROJECT.

Anna M. Stetson
Second Deputy City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 14, 2003

TO: Chief Gary Mulcahy, Chief of Fire

SUBJECT: PUBLIC WORKS COMMITTEE

CONSIDERED BY: Anna M. Stetson, Second Deputy City Clerk

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Anna M. Stetson
Second Deputy City Clerk

City of Providence



Rhode Island

Department of City Clerk

MEMORANDUM

DATE: August 14, 2003

TO: Makram H. Megalli, Director of Public Works

SUBJECT: PUBLIC WORKS COMMITTEE

CONSIDERED BY: Anna M. Stetson, Second Deputy City Clerk

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Anna M. Stetson
Second Deputy City Clerk

MAKRAM H. MEGALLI, P.E.
Director



DAVID N. CICILLINE
Mayor

Department of Public Works
"Building Pride in Providence"

August 20, 2003

Councilman Terrence M. Hassett
Chairman Public Works Committee
Department of City Clerk
City Hall
Providence, R.I. 02903

RE: Review of Resolutions

Dear Chairman:

Please be advised after reviewing the three (3) Construction and Maintenance Agreements with the city and the State of Rhode Island my staff recommends approval of the Resolutions as follows:

1. Luongo Square Streetscape and Traffic Flow Improvement Project.
2. Downtown Providence Traffic Circulation Improvements to Washington Street.
3. Southside Pedestrian Safety Enhancement Project.

Any questions please feel free to call David DiBiase, Assistant Director of Project Management and Construction in my office at 467-7950 Ext. 37.

Sincerely,

A handwritten signature in cursive script, appearing to read "Makram H. Megalli".

Makram H. Megalli, P.E.
Director Public Works