

# RESOLUTION OF THE CITY COUNCIL

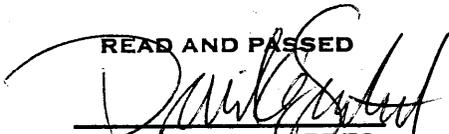
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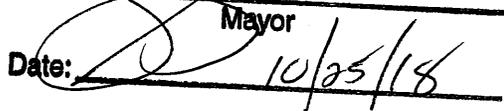
Approved October 25, 2018

RESOLVED, That the Members of the Providence City Council hereby Authorize the Mayor of the City of Providence to enter into a Construction and Maintenance Agreement with the Rhode Island Department of Transportation for the purposes of Design/Build Replacement of the Oxford Street Bridge (Bridge No. 653).

IN CITY COUNCIL

OCT 18 2018

READ AND PASSED  
  
PRES.  
  
CLERK

I HEREBY APPROVE  
  
Mayor  
Date:  10/25/18

Design/Build Replacement of  
Oxford Street Bridge No.653 Providence, Rhode Island  
Federal-Aid Project No. BRO-0653 (001)  
R.I. Contract No.: 2017-DB-022

**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 (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 the Design/Build Replacement of Oxford Street Bridge No.653 (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. 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. Upon completion of the Project, the Municipality will:

(a) maintain all landscaping and sidewalk installed during construction of this project within the State Right-of-Way;

(b) 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.”

(c) 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;

(d) 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;

(e) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;

(f) 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

(g) maintain the portions of the Project listed above in accordance with the Project Plans and Specifications and Exhibit A, 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 Act and the regulations, including the Federal-Aid Policy Guide (FAPG), 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 Act and the regulations adopted there under.

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 City 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.

(Intentionally Blank)

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:

David W. Fish  
David W. Fish, P.E.  
Acting Administrator of Project Management  
Department of Transportation

DATE: 6-13-18

Approved as to form:

[Signature]  
Assistant Director of Legal Services  
Department of Transportation

DATE: 6/15/18

Approved:

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

DATE: 6/19/18

Approved:

[Signature]  
Chief Financial Officer  
Department of Transportation  
Date: 6/15/18

MUNICIPALITY  
City of Providence

By: [Signature]  
The Honorable Mayor Jorge O. Elorza

DATE: 10/25/18

Approved as to form:

[Signature]  
City Solicitor  
City of Providence

DATE: \_\_\_\_\_

Examined and Approved:

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

**Exhibit A**

Design/Build Replacement of Oxford Street Bridge No.653  
Providence, Rhode Island  
Federal-Aid Project No. BRO-0653 (001)  
R.I. Contract No.: 2017-DB-022

**PROJECT DESCRIPTION**

Design/Build Replacement of Oxford Street Bridge No.653  
Providence, Rhode Island

The PROJECT is located in Providence, Rhode Island and includes the design and construction for replacement of the superstructure and rehabilitation of the existing substructure for RIDOT Bridge No. 653, Interstate 1-95 over Oxford Street. The Bridge No. 653 carries I-95 NB and SB over Oxford Street. The work in this contract will include, but not limited to, replacing the bridge superstructure using Accelerated Bridge Construction (ABC) techniques, rehabilitation of the existing abutment and replacing the concrete barrier on the existing east wall. The bridge construction will be performed as a design-build Project.

Michael D. Borg  
Director



Jorge O. Elorza  
Mayor

DEPARTMENT OF PUBLIC WORKS  
"Building Pride in Providence"

MEMORANDUM

RESOLUTION NUMBER 8

**TO:** COUNCILMAN MICHAEL J. CORREIA, CHAIRMAN, COMMITTEE ON PUBLIC WORKS  
**FROM:** WILLIAM BOMBARD, CHIEF ENGINEER  
**CC:** MICHAEL BORG *WJ 25SEP18*  
**DATE:** SEPTEMBER 25, 2018  
**Re:** SEPTEMBER 25, 2018 PUBLIC WORKS SUBCOMMITTEE MEETING AGENDA ITEMS RESOLUTION ITEM 8

Councilman

The following memo is a response to resolution 8 to be heard at the 9/25/18 Public Works Committee Meeting

8. Resolution authorizing the Mayor of The City of Providence to enter into a Construction and Maintenance Agreement with the Rhode Island Department of Transportation for the purposes of Design/Build Replacement of the Oxford Street Bridge (Bridge No. 653).

**Response:** This is the standard Construction and Maintenance Agreement with RIDOT. No issues.

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[www.providenceri.com/dpw](http://www.providenceri.com/dpw)