

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

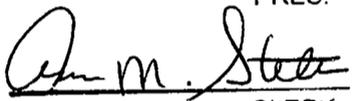
# RESOLUTION OF THE CITY COUNCIL

No. 386

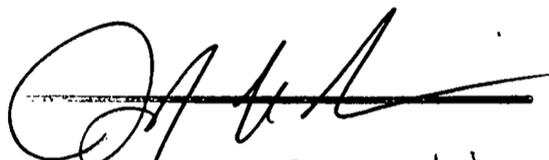
Approved JULY 10, 2007

RESOLVED, That the Construction and Maintenance Agreements for 1R Improvements to West River Street, Eddy Street, Cranston Street, Hope Street, Hawkins Street and Woodward Road, are hereby approved.

IN CITY COUNCIL  
READ AND PASSED  
  
PRES.

  
CLERK

**APPROVED**

  
MAYOR 7/10/07

IN CITY COUNCIL  
JUN 7 2007  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS  
Am. M. Steer CLERK

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution  
Am. M. Steer  
6-19-07 Clerk



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation  
ENGINEERING DIVISION  
Two Capitol Hill, Rm. 226  
Providence, RI 02903-1124  
PHONE 401-222-2023  
FAX 401-222-3006; TDD 401-222-4971

State of Rhode Island  
Department of Transportation

DEC - 4 2006

Engineering  
Division

The Honorable David N. Cicilline  
Mayor of Providence  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

November 28, 2006

Subject: 1R Improvements to West River Street, Eddy Street, and Cranston Street  
Hope Street, Hawkins Street, and Woodward Road  
FAP No. HHP-4863(001) & FAP No. HPP-4863(002)  
**C&M Agreement for Contracts 1 & 2**

Attention: Ms. Adrian Southgate

Dear Mayor Cicilline,

Attached for signature are (4) Construction and Maintenance (C&M) Agreements for Contracts 1 & 2 of the Providence 1R project. Please return the four copies to RIDOT for signature. Two copies of the agreement will be forwarded to your office upon signature.

Should you have any questions or require additional information, please contact the Project Engineer, Philip M. Kaczorowski at 222.2023 ext. 4047, or this office.

Very truly yours,

Robert A. Smith, P.E.  
Managing Engineer

PMK/  
Attachments  
Cc: Parker, Farhoumand, Smith; file

IN CITY COUNCIL  
JUN 7 2007  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS

*Ann M. Stee* CLERK

THE COMMITTEE ON  
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Approves Passage of  
The Within Resolution

\_\_\_\_\_  
Clerk

*Communications & Reports*

**1R Improvements to**  
**West River Street, Eddy Street, and Cranston Street**  
**FAP No. HPP-4863(001)**  
**&**  
**Hope Street, Hawkins Street, and Woodward Road**  
**FAP No. HPP-4863(002)**  
**Construction & Maintenance Agreement**  
**Municipal Highway**  
**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**). The **MUNICIPALITY** agrees the improvements will be constructed in accordance with the terms of the Project Agreement as well as the Plans & Specifications.

WHEREAS, the **STATE** and **MUNICIPALITY** entered into the 1R Program- City Streets Project Agreement dated January 18, 2006 (hereinafter the Project Agreement) to provide funding under SAFETEA-LU High Priority Project No. 4863 to improve traffic circulation and road surfacing in Providence; and

WHEREAS, the **STATE** in cooperation with the **MUNICIPALITY** has selected the 1R Improvements to West River Street, Eddy Street, Cranston Street, Hope Street, Hawkins Street, and Woodward Road (hereinafter referred to as the **PROJECT**) for the 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 **MUNICIPALITY** will accomplish said improvements with the funds apportioned to the **MUNICIPALITY** 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 the completion of the improvements.

NOW THEREFORE, the **STATE** and the **MUNICIPALITY** hereby agree as follows:

### **SECTION I – GENERAL PROVISIONS**

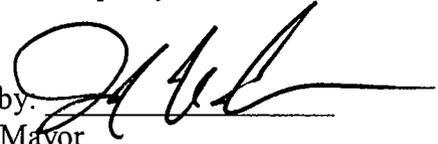
1. The **MUNICIPALITY**, through its contractor, will construct the improvements in accordance with the Plans and Specifications for the **PROJECT**.
2. The **MUNICIPALITY** agrees to maintain the **PROJECT** in accordance with the approved plans and specifications at its own expense, after the construction is completed and will make ample provisions each year for such maintenance.
3. Upon completion of the **PROJECT**, the **MUNICIPALITY** will:
  - (a) regulate 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 effective movement of traffic in keeping with the through 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 the completion of construction; and
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. This Agreement may be amended only after the prior approval of the Division of Administration, Federal Highway Administration, has been obtained as to such proposed amendment.

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 \_\_\_\_\_, 2006.

Recommended for Agreement,

Municipality:

\_\_\_\_\_  
Chief Engineer  
Date: \_\_\_\_\_  
Department of Transportation  
Date: \_\_\_\_\_

by:   
Mayor  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Chief Legal Counsel  
Department of Transportation  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Solicitor  
Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Director  
Department of Transportation  
Date: \_\_\_\_\_

\_\_\_\_\_  
N/A  
Division Administrator  
U.S. Department of Transportation  
Federal Highway Administration  
Date: \_\_\_\_\_

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\_\_\_\_\_  
Chief Engineer

Date: \_\_\_\_\_

Department of Transportation

Date: \_\_\_\_\_

by:   
\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Chief Legal Counsel

Department of Transportation

Date: \_\_\_\_\_

\_\_\_\_\_  
City Solicitor

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Director

Department of Transportation

Date: \_\_\_\_\_

\_\_\_\_\_  
N/A  
Division Administrator  
U.S. Department of Transportation  
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Date: \_\_\_\_\_

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\_\_\_\_\_  
Chief Engineer  
Date: \_\_\_\_\_  
Department of Transportation  
Date: \_\_\_\_\_

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\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

Approved as to form:

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Chief Legal Counsel  
Department of Transportation  
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\_\_\_\_\_  
Chief Engineer

Date: \_\_\_\_\_

Department of Transportation

Date: \_\_\_\_\_

by 

by

Mayor

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Chief Legal Counsel

Department of Transportation

Date: \_\_\_\_\_

\_\_\_\_\_  
City Solicitor

Date: \_\_\_\_\_

Approved:

\_\_\_\_\_  
Director

Department of Transportation

Date: \_\_\_\_\_

\_\_\_\_\_  
N/A

Division Administrator

U.S. Department of Transportation

Federal Highway Administration

Date: \_\_\_\_\_

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