


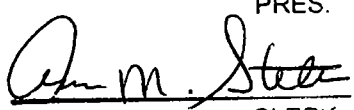
THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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
JULY 5, 2007
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. Steh CLERK

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution
Am M. Steh
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

DEC - 4 2006

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. Steen CLERK

THE COMMITTEE ON
PUBLIC WORKS
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
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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**). 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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Date: _____

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U.S. Department of Transportation

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