



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
Rhode Island Department of Transportation
ENGINEERING DIVISION
Two Capitol Hill, Rm. 226
Providence, R. I. 02903-1124
PHONE 401-222-2694
FAX 401-222-3006 TDD 401-222-4971

RECEIVED

JUL 21 2008

LAW DEPARTMENT

July 11, 2008

Adrienne G. Southgate, Esq.
Deputy City Solicitor
City of Providence, Department of Law
275 Westminster Street
Providence, RI 02903

Dear Ms. Southgate:

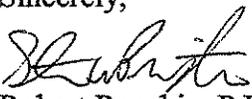
Subject: Bridge Replacement Union Avenue Bridge No. 452
Providence
RIC No. 91114
FAP No. IXB-BCDR(001)

The traffic signals at the intersections of Union Avenue/Route 10 southbound off-ramp, Union Avenue/Route 10 northbound off-ramp, Cranston Street/Huntington Avenue and Cranston Street/Niantic Avenue are included in the above referenced project for upgrades. The first three are owned and maintained by the City of Providence. The intersection of Cranston and Niantic will be owned and maintained by the State, with the exception of the Emergency Vehicle Priority Control System.

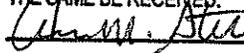
Please find attached two copies of the Construction & Maintenance Agreement for the traffic signals that are owned by the City. Also, attached are two copies of the Construction and Maintenance Agreement for the Emergency Vehicle Priority Control System that will be added to the State's traffic signal at Cranston Street and Niantic Avenue. If you find them acceptable, please sign both copies of each agreement and return for further processing.

Should you have any questions, please contact our project engineer Mr. Steve Pristawa at 222-2694, ext. 4207.

Sincerely,


for Robert Rocchio, P.E.
Managing Engineer
Traffic Engineering

RR/SWP
cc: Rocchio, Smith, file

IN CITY COUNCIL
OCT 2 2008
READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED.
 CLERK

Bridge Replacement Union Avenue Bridge No. 452

Federal-Aid Project No. IXB-BCDR(001)

Rhode Island Contract No. 91114

CONSTRUCTION AND MAINTENANCE AGREEMENT

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 WARWICK (hereinafter called the MUNICIPALITY).

WHEREAS the STATE, in cooperation with the MUNICIPALITY, has selected the above referenced Project in Providence 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. Upon completion of the Project,
 - (a) The MUNICIPALITY will maintain the Emergency Vehicle Priority Control System which includes, but is not limited to the optical detectors, optical emitters, chassis, phase selector, and all wiring pertaining to the Emergency Vehicle Priority Control System, at the intersection of Niantic Avenue and Cranston Street. The MUNICIPALITY will maintain at its own cost and expense, the Emergency Vehicle Priority Control System in accordance with RIDOT Plans and Specifications, and will make any necessary provision(s) / appropriation(s) for such maintenance.
 - (b) The STATE will maintain all portions of the above referenced traffic signal **with the**

exception of the Emergency Vehicle Priority Control System.

3. 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.
4. The MUNICIPALITY **must** notify the STATE's Maintenance Division 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.
5. This Agreement may be amended only after the prior approval of the Director of the Rhode Island Department of Transportation 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 _____, _____.

Recommended for Approval:

Municipality: Providence

Chief Engineer
Department of Transportation

By: _____
Mayor
City of Providence

Approved as to form:

Chief of Legal Services
Department of Transportation

Approved:

Director
Department of Transportation

CONSTRUCTION AND MAINTENANCE AGREEMENT

By and Between

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

And the

CITY OF PROVIDENCE

For

BRIDGE REPLACEMENT UNION AVENUE BRIDGE NO. 452

Agreement entered into by and between the State of Rhode Island and Providence Plantations, through its Department of Transportation (hereinafter the State), and the City of Providence (hereinafter the City).

WHEREAS, the State will install new traffic signals at the intersections of Union Avenue/Route 10 southbound off ramp, Union Avenue/Route 10 northbound off ramp, and Cranston Street/Huntington Avenue (collectively the Facilities) as part of the project; and

WHEREAS, the State will be responsible for the design and construction costs of the Facilities.

WHEREAS, the State and the City agree that the construction of said Facilities must be closely and dependably integrated with said Project during the various phases of operation, both preparatory and permanent, for the best interest of traffic movement and control and for public convenience.

NOW, THEREFORE, the State and the City hereby agree as follows:

1. The above recitals are hereby incorporated as if fully restated.
2. The City will allow the State and its contractor to enter onto its property at the Union Avenue/Route 10 southbound off ramp, Union Avenue/Route 10 northbound off ramp, and Cranston Street/Huntington Avenue intersections for purposes of constructing the Facilities.
3. All necessary labor, materials, equipment and other services shall be provided by the State's contractor in accordance with the State's Standard Specifications for Road and Bridge Construction, 2004 edition as may be amended or revised.
4. After award of the State contract, a pre-construction conference will be held at which

time the contractor will meet with representatives of the State and the City to expedite the progress of the Project and the installation and adjustments of the Facilities.

5. All work performed under this Agreement is subject to approval and inspection of State and federal authorities. All work performed in reference to the Facilities shall conform to the specifications and procedures referenced in the Contract Documents entitled "State of Rhode Island and Providence Plantations, Department of Transportation, Rhode Island Contract No. 2007-CT-034" and all addenda thereto and "Distribution of Quantities" document provided therewith which are hereby made a part of this Agreement by reference.

6. Extra Work is defined as work not provided for in the contract as awarded but considered essential to the satisfactory completion of the Project. Any extra work will be the responsibility of the State.

7. Upon completion of construction of the Facilities, the City shall maintain the traffic signals at Union Avenue/Route 10 southbound off ramp, Union Avenue/Route 10 northbound off ramp, and Cranston Street/Huntington Avenue as constructed, including the Emergency Vehicle Priority Control System at its own cost and expense with the restriction that maintenance thereof shall be done in a manner not detrimental to the highway and its uses. Sufficient traffic control, at the City's expense must be provided in accordance with the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions. The City will 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.

8. The City will allow the State to maintain the traffic signal timings in conformance with the closed loop system as designed in this project.

9. The City shall indemnify and hold the State harmless from any and all injury or damage to persons or property arising out of the performance of any work by the City or persons engaged by the City necessary to complete the adjustments of the Facilities.

10. The 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 award of the construction contract.

11. This Agreement may be amended only by written agreement of the parties.

IN WITNESS WHEREOF, the State and the City have caused this Agreement to be executed by their duly authorized officials as of the _____ day of _____, 2008.

STATE OF RHODE ISLAND

DEPARTMENT OF TRANSPORTATION

CITY OF PROVIDENCE

Recommended for Approval:

Chief Engineer

Recommended for Approval:

Chief Financial Officer

Recommended for Approval:

Title

Approved as to form:

Executive Counsel

Approved:

Director