

# RESOLUTION OF THE CITY COUNCIL

No. 234

*Approved* April 23, 1999

RESOLVED, DECREED and ORDERED:

WHEREAS, the State of Rhode Island wishes to undertake certain roadway construction in the City of Providence with reference to Interstate 195 at Gano Street and Thurbers Avenue.

WHEREAS, the proposed construction will reduce vehicular congestion and provide for safer vehicular and pedestrian traffic.

NOW THEREFORE BE IT RESOLVED, That His Honor the Mayor is authorized to execute said agreement substantially in the form attached hereto subject to those amendments that the Mayor and the City Solicitor deem necessary.

IN CITY COUNCIL  
APR 15 1999  
READ AND PASSED  
*[Signature]*  
PRES.  
*[Signature]*  
CLERK

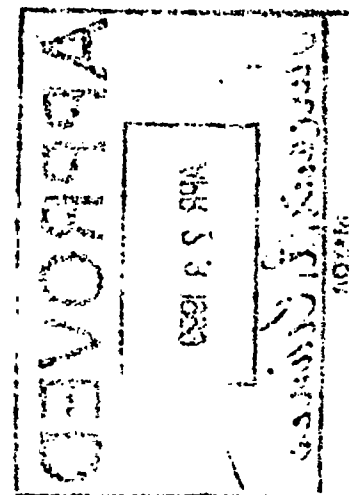
APPROVED  
APR 23 1999  
*[Signature]*  
MAYOR

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution

*Barbara A. Currie*

3/30/99

Clerk



GANO STREET AND THURBERS AVENUE

PROVIDENCE, RHODE ISLAND

Rhode Island Federal-Aid Project No. DPI-0140(001), CONST.

Rhode Island Contract No. 9834

**CONSTRUCTION AND MAINTENANCE AGREEMENT/MUNICIPALITY**

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

PROVIDENCE DEPARTMENT OF PUBLIC WORKS

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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 PROVIDENCE DEPARTMENT OF PUBLIC WORKS (hereinafter called the Municipality).

WHEREAS the STATE is planning THE ABOVE REFERENCED PROJECT IN PROVIDENCE, Rhode Island with funds apportioned to the STATE under the Federal-Aid Highway Act, as amended and supplemented, and from other sources available for the purpose, and

WHEREAS the MUNICIPALITY has installed and is operating and/or maintaining a DRAINAGE SYSTEM (hereinafter called the FACILITIES), and in connection with said Project and appurtenances it will be necessary to displace, relocate, alter, and/or adjust certain portions of said FACILITIES to the extent shown on DRAINAGE AND UTILITY PLANS & CONSTRUCTION ITEM SHEET inclusive, which is attached hereto and made a part hereof, and

WHEREAS the eligibility of Federal participation has been established in accordance with Part 645 - Utilities, Subpart A - Utility Relocations, Adjustments and Reimbursement of the Federal-Aid Policy Guide (FAPG) of the United States Department of Transportation, Federal Highway Administration; and

WHEREAS said alterations and/or adjustments must be closely and dependably integrated with said Project and appurtenances during the various phases of operations, both preparatory and permanent, for the best interest of traffic movement and control and for public convenience, and

WHEREAS credit for expired service life of the replaced FACILITIES may be required, when applicable, in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A, and

WHEREAS the predominant portion of the existing FACILITIES must be maintained in service until the replacement FACILITIES are completed.

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

## SECTION I - GENERAL PROVISIONS

1. The MUNICIPALITY will allow the STATE to enter onto its property for purposes of constructing the Project and the improvements.

## SECTION II - DIVISION OF WORK

1. All necessary labor, materials, equipment and other services shall be furnished by or for the MUNICIPALITY in accordance with the aforementioned FAPG, Part 645, Subpart A of the Federal Highway Administration, and the work shall be done by Method \_\_\_\_\_(d)\_\_\_\_\_ as shown below:

- (a) By the MUNICIPALITY's forces.
- (b) By a contractor, who shall have prior approval of the STATE, in case the MUNICIPALITY is not adequately staffed or equipped to perform the adjustments with its own forces and their method is in the best interest of the STATE.
- (c) By a continuing contract subject to approval by the STATE, under which certain work is regularly performed for the MUNICIPALITY and under which the lowest available costs are developed.
- (d) By the STATE Contractor awarded the Project.

2. A Pre-Bid Conference will be held between representatives of the STATE, the Contractor(s) and the affected utilities in order to acquaint the interested parties with all possible utility relocations and/or adjustments to be required.

3. After the Contract has been awarded, a Pre-Construction Conference will be held, at which time the Contractor will meet with representatives of the STATE and the utilities in order to expedite the progress of the Project and the utility installations and adjustments. The MUNICIPALITY or its Contractor shall have available all necessary personnel and materials as are delineated on the plans to make the changes to its FACILITIES as are necessary to the completion of the Project and shall cooperate with the STATE's Resident Engineer and Contractor to expedite the Project.

4. All work performed under this Agreement is subject to approval and inspection of the STATE and Federal authorities, in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A of the Federal Highway Administration, as amended and supplemented, which is hereby made a part of this Agreement by reference. All work relative to the FACILITIES shall conform to the MUNICIPALITY's standard specifications and procedures.

5. All construction signing shall meet the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions.

6. During and after the adjustment of the MUNICIPALITY's FACILITIES, the work by the STATE's Contractor will be undertaken with normal safety precautions.

### SECTION III - DIVISION OF EXPENSE

1. All estimates for the work necessary to complete the adjustment of the MUNICIPALITY's FACILITIES shall be submitted for approval and be at a reasonable cost as set forth in cost estimates as listed below:

(a) An estimate of the costs of labor, materials, equipment and other services to be furnished by the MUNICIPALITY for their alterations and adjustments in the amount of           ZERO           dollars (\$ 0.00 ), dated           N.A.          , is attached hereto and made a part of this Agreement.

(b) An estimate of the cost of work to be performed by the STATE's Contractor awarded the Project under this Agreement, in the amount of FIVE THOUSAND EIGHT HUNDRED SIXTY FIVE DOLLARS AND 00/100 dollars (\$ 5,865.00 ), which will be borne by the STATE, is attached hereto and made a part of this Agreement.

2. In the event that a substantial change in the scope of work or materials required becomes necessary, a revised estimate of cost and a revised plan shall be submitted by the MUNICIPALITY to the STATE for approval and subsequent inclusion in this Agreement.

3. In reference to work done by the MUNICIPALITY and/or its Contractor, under this Agreement, the STATE will reimburse the MUNICIPALITY for the actual costs and related indirect costs incurred (including Preliminary Engineering) in accordance with the accounting procedures in use by the MUNICIPALITY in its operations, less the salvage value of materials removed, all in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A, presently in effect. The MUNICIPALITY'S cost records and accounts shall be available for inspection and audit by the representatives of the STATE and the Federal Highway Administration. All labor, materials, equipment and other services furnished by and/or for the MUNICIPALITY shall be billed to the STATE only by the MUNICIPALITY.

### SECTION IV - FUTURE MAINTENANCE

Upon completion of the alterations and/or adjustments of the MUNICIPALITY's FACILITIES, the MUNICIPALITY shall thereafter own and shall maintain said FACILITIES as altered and/or adjusted, including the cost thereof, with the restriction that maintenance thereof shall be done in a manner not detrimental to the highway and its uses, and on the condition that FACILITIES located inside or outside Freeway lines ( limited access highways ) shall not be serviced by access from the through lanes or ramps, except that facilities located within interchange areas may be serviced from ramps provided that service vehicles and equipment are first driven entirely off the pavement. Sufficient Traffic Control, at the MUNICIPALITY's expense must be provided in accordance with the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions.

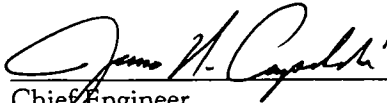
## SECTION V - SPECIAL PROVISIONS

1. The MUNICIPALITY shall indemnify and hold the STATE harmless from any and all injury or damage to person or property arising out of the performance of work by the MUNICIPALITY or persons engaged by the MUNICIPALITY necessary to complete the adjustments of the MUNICIPALITY's FACILITIES and shall carry adequate insurance to that end.

2. The MUNICIPALITY shall be liable to and hold the STATE harmless for any liability on the part of the STATE for any payment required to be made or any credit required to be given to any contractor due to a delay in the work on the said construction Project proximately caused by the neglect or fault of the MUNICIPALITY to meet its required schedule of work as determined at the pre-construction conference.

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 \_\_\_\_\_,  
19\_\_.


Recommended for Approval:

  
\_\_\_\_\_  
Chief Engineer  
Department of Transportation

STATE OF RHODE ISLAND AND  
PROVIDENCE PLANTATIONS

By: \_\_\_\_\_  
State Purchasing Agent

Recommended for Approval:

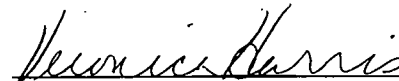
  
\_\_\_\_\_  
Administration  
Department of Transportation

PROVIDENCE DEPT. OF PUBLIC WORKS

\_\_\_\_\_  
MUNICIPALITY

By: \_\_\_\_\_  
Mayor

Approved as to form:

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

Examined and Approved: \_\_\_\_\_, \_\_\_\_

Approved:

  
\_\_\_\_\_  
Director  
Department of Transportation

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

**IMPROVEMENTS TO I-195 STORMDRAIN RETROFIT DEMONSTRATION PROJECT**  
**PROVIDENCE CITY STANDARDS**  
**ENGINEER'S ESTIMATE**  
**19-Oct-98**

DESCRIPTION		UNIT	QUANTITY	UNIT COST	TOTAL
702.9906	PROV. STD FRAME AND COVER FOR CATCH BASIN	EACH	5 EACH	\$250.00 /EACH	\$1,250
702.9907	PROVIDENCE STANDARD APRON STONE	EACH	11 EACH	\$265.00 /EACH	\$2,915
702.9908	PROVIDENCE STANDARD INLET STONE	EACH	5 EACH	\$265.00 /EACH	\$1,325
702.9909	PROV. STD FRAME AND COVER, HEAVY DUTY	EACH	1 EACH	\$375.00 /EACH	\$375

<b>TOTAL</b>	<b>\$5,865</b>
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