

1R and Traffic Signal Improvements to
 Broadway, Broad Street, Westminster Street and Plainfield Street
 Construction & Maintenance Agreement
 Municipal Highway
 Federal Funds
 by and between the
 State of Rhode Island and Providence Plantations
 and the
 City of Providence

JOURNAL FILED
 CITY OF PROVIDENCE
 REGISTERED
 JUN 4 2009
 CITY CLERK

AGREEMENT made and 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**).

WHEREAS the **STATE** in cooperation with the **MUNICIPALITY** has selected the 1R Improvements to Broadway, Broad Street, Westminster Street and Plainfield Street (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:

1. The **MUNICIPALITY**, through its contractor, will construct the improvements in accordance with the Program Agreement and 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.

CITY OF PROVIDENCE COUNCIL
 JUN 4 2009
 READ *Am M. Steh*
 WHEREUPON IT IS ORDERED THAT
 THE SAME BE APPROVED.

3. The **MUNICIPALITY** agrees to be responsible for all costs associated with the **PROJECT** including those costs in excess of the balance of funds available to the **MUNICIPALITY**. Any shortage of funds for the **PROJECT** will not be the responsibility of the **STATE**.
4. Upon completion of the **PROJECT**, the **MUNICIPALITY** will:
 - (a) be responsible to maintain all aspects of the **PROJECT** in accordance with the plans and specifications developed for the **PROJECT** at its own cost and expense;
 - (b) regulate parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the **PROJECT**;
 - (c) 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;
 - (d) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
 - (e) 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
5. 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.
6. 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.
7. 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 _____, 2008.

Recommended for Approval:
Department of Transportation

City of Providence:

Chief Engineer

Date: _____

by: _____

Date: _____

Division Administrator
Financial Management

Date: _____

Approved as to form:

Executive Counsel

Date: _____

City Solicitor

Date: _____

Approved:

Director

Date: _____

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

Date: _____