

# RESOLUTION OF THE CITY COUNCIL

No. 524

Approved December 13, 2019

RESOLVED, That the Members of the Providence City Council herby  
Authorize the Mayor of the City of Providence to enter into a Construction and  
Maintenance Agreement with the Rhode Island Department of Transportation for  
the purpose of Design/Build Replacement of the Reservoir Avenue RR Bridge  
(No. 327).

IN CITY COUNCIL

DEC 05 2019

READ AND PASSED

*Sabrina Mats*  
PRES.

*Shawn Bellon*  
CLERK

I HEREBY APPROVE.

*[Signature]*  
Mayor

Date: 12/13/19

Design R.I. Contract No.: 2016-EB-031B

Design R.I. Federal-Aid Project No.: BR-BRDG(002)

**CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY**

**FEDERAL FUNDS**

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

CITY OF PROVIDENCE

for

RESERVOIR AVE RR BRIDGE NO.327

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AGREEMENT entered into by and between the State of Rhode Island and Providence Plantations (the "STATE"), through its Department of Transportation and the City of Providence (the "MUNICIPALITY").

WHEREAS the STATE, in cooperation with the MUNICIPALITY, has selected the above-referenced Project in the City of Providence, specifically Reservoir Ave Bridge No. 327 (further described in the attached Project Description and referred to as the "PROJECT"), for improvements under the provisions established by the Federal Transportation Acts and policy 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 (the PARTIES) hereby agree as follows:

1. The STATE will advertise and award the PROJECT in conformance with 23 CFR Part 635 and the provisions of Title 37, Chapter 2 of the Rhode Island General Laws. Thereafter, the STATE shall issue a Notice to Proceed to its contractor (the "Contractor"), who will construct the improvements in accordance with the Plans and Specifications for the PROJECT.

2. After issuance of the Notice to Proceed to the Contractor, the MUNICIPALITY will allow the Contractor to enter onto its property, where applicable, for purposes of constructing the PROJECT.

3. Upon completion of the PROJECT, the MUNICIPALITY will:

(a) maintain the road altered during construction of the PROJECT in conformance with

Chapters 24-8, Section 24-8-15 Title 24 of the Rhode Island General Laws and maintain in conformance with 23 U.S.C '116 and ADA/Section 504 requirements, all pedestrian facilities built with federal funds under this Agreement. This maintenance obligation includes reasonable snow and ice removal efforts, allowing only temporary interruptions in service or access;

(b) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the PROJECT and chapters 12 through 27 of Title 31 of the Rhode Island General Laws;

(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;

(e) 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 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 completion of construction; and

(f) maintain roadway, sidewalk, landscaping, traffic equipment and signals, street lighting, catch basin frames and grates, manhole frames and covers, drainage system installed during construction of the PROJECT; and

(g) maintain the PROJECT listed above in accordance with the PROJECT Plans and Specifications, at its own cost and expense, and will make ample provision each year for such maintenance.

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 Acts and the regulations, as aforementioned, which are hereby made a part of this AGREEMENT by reference.

5. The MUNICIPALITY will use or allow the use of for transportation purposes only the space below a plane sixteen feet, four inches (16' - 4") above the existing grade of the highway or the minimum clearance plus four inches as approved by the STATE, except the space necessary for foundations, vertical support facilities and utility and mechanical systems. Any other space above and below the highway may be used for other than transportation purposes only with the approval of the State and Federal authorities and in accordance with the provisions of the Federal-Aid Highway Acts and the regulations adopted thereunder.

6. The STATE reserves the right to require the execution of an Agreement between the STATE

and the MUNICIPALITY or a third party responsible for developing and operating the air space for any use of the space above and below the highway for other than transportation purposes and said Agreement shall be submitted to the FHWA for approval.

7. The MUNICIPALITY must notify the STATE's Maintenance Division at least 24 hours in advance of entering a traffic signal controller cabinet for maintenance of the Emergency Vehicle Priority Control System. The STATE's representative must be on site during said maintenance.

8. 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 project advertisement.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT to be executed by their duly authorized officials as of the date last written below.

Recommended for Approval:  
DEPARTMENT OF TRANSPORTATION:

MUNICIPALITY:

\_\_\_\_\_  
Chief Engineer Robert Rocchio, P.E.  
Department of Transportation  
Date: \_\_\_\_\_

\_\_\_\_\_  
The Honorable Mayor Jorge Elorza  
CITY OF PROVIDENCE  
Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Executive Counsel  
Department of Transportation  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Solicitor Jeffrey Dana  
CITY OF PROVIDENCE  
Date: \_\_\_\_\_

Approved:

Examined and Approval:

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

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

## PROJECT DESCRIPTION

Replacement of Reservoir Avenue RR Bridge No. 327 (59C) project in the City of Providence, County of Providence. Construction will include, but not be limited to the demolition of the entire existing bridge superstructure, utilities, and the partial demolition of the abutments and wingwalls to the limits shown on the contract drawings. The work for the bridge superstructure shall include the installation of superstructure comprising steel beams with composite cast-in-place concrete roadway deck, cast-in-place sidewalk, protective screen, and replicated historic pedestrian rail. The work for the bridge substructure shall include cast-in-place semi-integral abutment caps, cast-in-place end-posts, cast-in-place approach slabs, modification to the existing abutment seats and existing pier cap seats. Additional substructure work includes the demolition and concrete repair of portions of the existing concrete abutment faces, pier cap faces, pier columns, and pier footings.

The work shall include, but not be limited to road construction which includes gravel borrow subbase course, bituminous pavement, saw-cutting, curbing, sidewalk, pavement marking, drainage, guardrail, removal of pavement, excavation, installation of gas mains, electrical conduit, communication conduit, erosion control, trimming and fine grading, dust control; plantable soil and seed, traffic control; uniformed traffic persons, flag-persons, temporary construction signs, detours, temporary closures, maintenance and protection of traffic, signs, lighting, field office, mobilization, and all other incidentals, complete and accepted, as required by the Engineer.