



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

September 3, 2009

The Honorable David N. Cicilline, Mayor
City of Providence
25 Dorrance Street
Providence, RI 02903

Re: Comprehensive Bridge Improvement Program Statewide- Group 11
Rehabilitation of Industrial Drive Bridge No. 882
R.I.F.A.P. No. BRM-BCDR (001)
R.I.C. No. 2001-EB-001
CONSTRUCTION & MAINTENANCE AGREEMENT

Dear Mayor Cicilline:

Attached are two (2) sets of the Construction & Maintenance Agreement for the rehabilitation of the Industrial Drive Bridge No. 882. Please sign both sets, maintain one set for your record and return the other to the Department.

Any questions regarding this subject may be directed to Mr. David Morgan of my staff at 222-2053 Ext. 4285.

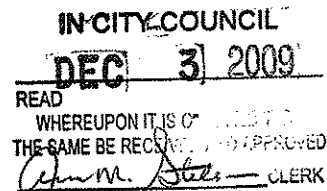
Sincerely,

David W. Fish

David W. Fish, P.E.
Managing Engineer

DWF/djm
Attachments

cc: Messrs. Farhoumand, Smith, Fish; file (All w/o Attachments)
Councilman Peter S. Mancini (City Council President)
Mr. William Bombard, P.E. (Acting Public Works Director)
Mr. Joe Fernandez, Esq. (Deputy City Solicitor)



REHABILITATION OF THE INDUSTRIAL DRIVE BRIDGE

NO. 882

CONSTRUCTION & MAINTENANCE AGREEMENT

MUNICIPAL HIGHWAY

FEDERAL FUNDS

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 PROVIDENCE (hereinafter called the MUNICIPALITY).

WHEREAS the STATE, in cooperation with the MUNICIPALITY, has selected the above-referenced Project in the City of Providence, Rhode Island 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. The MUNICIPALITY will allow the STATE to enter onto its property for purposes of constructing the Project.

3. Prior to construction of the Project, the MUNICIPALITY will remove, by its own forces any and all municipally-owned materials including but not limited to traffic signal systems,

granite curb and directional/regulatory/warning signs, which the MUNICIPALITY desires salvaged and stockpiled. Should the MUNICIPALITY fail to remove said materials, the MUNICIPALITY will reimburse the STATE for all costs incurred relative to the handling, hauling and disposal of said materials to the MUNICIPALITY's designated storage site.

4. Upon completion of the Project, the MUNICIPALITY will:

(a) regulate the 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 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

(e) maintain all portions of the Project, *in accordance with the plans and specifications*, at its own cost and expense, after construction is completed and will make ample provision each year for such maintenance.

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. This Agreement may be amended only after the prior approval of the Division Administrator, Federal Highway Administration has been obtained as to such proposed amendment.

7. (a) 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 Act and the regulations adopted thereunder.

7. (b) 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.

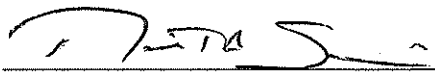
8. The Mayor will take all necessary steps to receive authority from City Council to enter into and execute this Agreement including but not limited to submission of this Agreement to the City Council for ratification and submission of proof of such authority to the State prior to advertising for construction.

DESCRIPTION:

This project involves Rehabilitation of the Industrial Drive Bridge No. 882 located in the City of Providence, Rhode Island. The basic work under this project is to rehabilitate the single-span bridge superstructure and roadway, carrying Industrial Drive over the Moshassuck River. Rehabilitative measures will include abutment/slope repairs, various concrete repairs, joint elimination/deck repairs, painting structural steel, approach & sidewalk repairs, resurfacing and other incidentals complete and accepted within the limits of the contract.

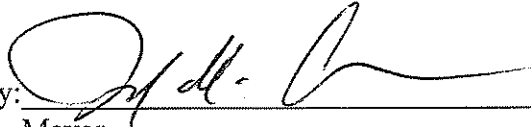
IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this AGREEMENT to be executed by their duly authorized officials as of the _____ day of _____, 2009.

Recommended for Approval:

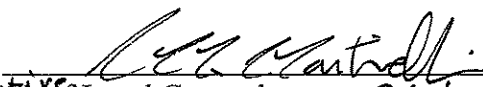

Chief Engineer
Department of Transportation

City of Providence

Municipality:

By: 
Mayor
City of Providence

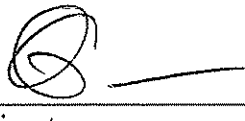
Approved as to form:


Executive Chief Legal Counsel 9/3/2009
Department of Transportation

Correct as to Form and Satisfactory to Me:


City Solicitor

Approved:


9/3/09
Director
Department of Transportation

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