

RESOLUTION OF THE CITY COUNCIL

No. 336

Approved June 12. 2018


RESOLVED, That the Members of the Providence City Council
hereby 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 installation of pavement markings, new traffic signals, new signs, sidewalk
reconstruction, limited drainage work and pavement repairs on Canal Street
(Route 44) from Smith Street to Steeple Street.

IN CITY COUNCIL

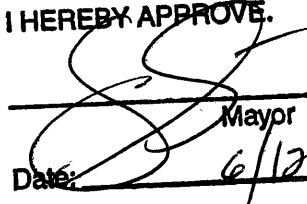
JUN 07 2018

READ AND PASSED


PRES.


CLERK
ACTING

I HEREBY APPROVE.


Mayor
Date: 6/12/18

**CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY
FEDERAL FUNDS**

by and between the
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
and the
CITY OF PROVIDENCE
for
2017 Intersection Safety Improvements

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 2017 Intersection Safety Improvements (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. Prior to Substantial Completion of the PROJECT, the MUNICIPALITY shall have the opportunity to participate in the Final Inspection and include any deviations from the PROJECT plans and specifications in the PROJECT punch list. Upon the written acceptance of the punch list work, the assets within the MUNICIPALITY right-of-way shall become the responsibility of the MUNICIPALITY.

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

(a) maintain the road altered during construction of the PROJECT within the MUNICIPALITY Right-of-Way 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, ornamental street lighting, catch basin frames and grates, manhole frames and covers, drainage system installed during construction of the PROJECT within the State Right-of-Way; 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.

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

6. 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.

7. 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 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.

9. The City 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: _____

Jeffrey Dana
City of Providence
Date: _____

Approved:

Examined and Approval:

Director Peter Alviti, Jr., P.E.
Department of Transportation
Date: _____

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

PROJECT DESCRIPTION

This Project, is located in the City of Providence, Providence County, Rhode Island on Canal Street (Route 44) from Smith Street to Steeple Street is for the 2017 Intersection Safety Improvements. The work consists of installing pavement markings, installation of new traffic signals, new signs, sidewalk reconstruction, limited drainage work and pavement repairs. This project will include but is not limited to sawcutting bituminous pavement, removing and disposing rigid and flexible pavement, trimming and fine grading, placing gravel borrow subbase course, removing and disposing concrete and granite curb, installing new granite curbing, installing concrete sidewalks, adjusting existing drainage structures, gate valves, and manholes, installing new drainage structures, disposing signs, furnishing and installing new traffic signal control equipment, furnishing and installing signs, removing of existing pavement markings, installing new pavement markings, placing loaming and seeding, maintenance and protection of vehicular and pedestrian traffic, and all other incidentals necessary to complete the project.



CITY OF PROVIDENCE

Memo

To: Councilman Michael J. Correia, Chairman, Committee on Public Works
From: Michael Borg, Director of Public Works
CC: William C. Bombard, PE, City Engineer
Date: May 22, 2018
Re: **Agenda Item 7- May 22, 2018 Public Works Committee Meeting
Construction and Maintenance Agreement for Intersection Improvements**

Resolution Authorizing the Mayor of the City of Providence to enter into a Construction and Maintenance Agreement with the Rhode Island Department of Transportation related to 2017 Intersection Safety Improvements

The construction and maintenance agreement applies to the proposed installation of a traffic signal at the intersection of Canal Street and Park Row. This intersection is problematic and the location of numerous accidents.

Canal Street is a straight, multi-lane, one-way roadway which is subject to excessive speeding. Park Row is direct access to the Providence train station, which generates significant traffic, both vehicular and pedestrian.

The proposed traffic signal will resolve vehicle conflict and better facilitate pedestrian movements.

This department recommends approval of this item.

DEPARTMENT OF PUBLIC WORKS

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