

# RESOLUTION OF THE CITY COUNCIL

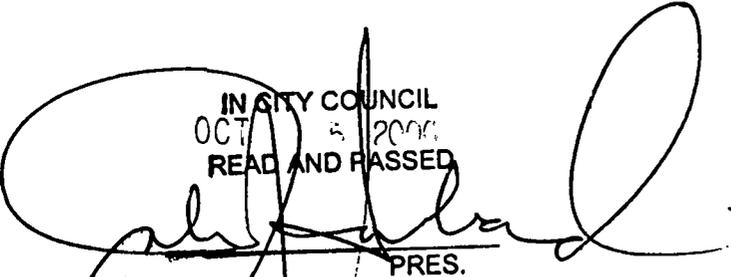
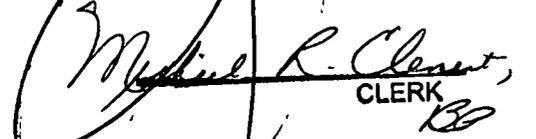
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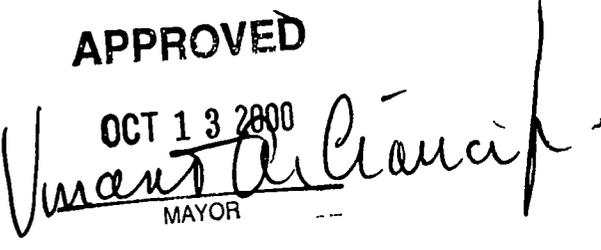
Approved October 13, 2000

WHEREAS, the State of Rhode Island proposes to undertake roadway reconstruction, rehabilitation, and/or improvement on Killingly Street;

WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic,

NOW, THEREFORE, BE IT RESOLVED THAT, His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement to the State of Rhode Island with respect to Killingly Street. Said Agreement shall be substantially in the form as exhibited in attachment "A" subject to such modifications as may be recommended by the Mayor and/or the Department of Law.

IN CITY COUNCIL  
OCT 13 2000  
READ AND PASSED  
  
PRES.  
  
CLERK

APPROVED  
OCT 13 2000  
  
MAYOR

IN CITY COUNCIL  
SEP 7 2000

FIRST READING  
REFERRED TO COMMITTEE ON  
CITY PROPERTY

*Michael R. Cleary*  
Clerk

*Ant*

IN CITY COUNCIL -

SEP 7 2000

FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS

*Michael R. Cleary*  
Clerk

THE COMMITTEE ON  
CITY PROPERTY  
Approves Passage of  
The Within Resolution

*Public Works*

*Carol Bestwick*  
Clerk  
Sept. 20, 2000

*Councilman Clarke (By Request)*

MODIFIED 3R IMPROVEMENTS TO KILLINGLY ST.  
FROM HARTFORD AVE. TO JOHNSTON TOWN LINE  
PROVIDENCE, RHODE ISLAND

Rhode Island Federal-Aid Project No. STP-RESF(007)

Rhode Island Contract No. 9935

**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 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  
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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, in a manner satisfactory to the STATE 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  
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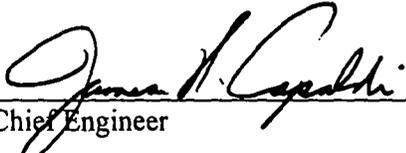
any use of the space above and below the highway for other than transportation purposes and said Agreement shall be submitted to the FHWA for approval.

The City agrees to maintain the following:

- Concrete and bituminous concrete sidewalks, and all features of the roadway within the existing Right - of - Way.

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

City of Providence:

\_\_\_\_\_  
Mayor

Approved as to form:

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

Approved:

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

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