

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

No. 657

EFFECTIVE ~~APPROVED~~ November 29, 2012

RESOLVED, That the Members of the Providence City Council hereby Authorize Approval of the following sole source contract awards by the Board of Contract and Supply, in accordance with Section 21-26 of the Code of Ordinances.

National Grid	\$124,739.00
CN Wood	\$ 6,654.05

IN CITY COUNCIL

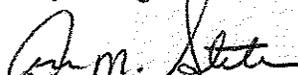
NOV 19 2012

READ AND PASSED


PRES.


CLERK

Effective without the
Mayor's Signature


Anna M. Stetson
City Clerk

MATTHEW M. CLARKIN, JR.
INTERNAL AUDITOR
25 DORRANCE STREET, ROOM #307
PROVIDENCE, RI 02903
Phone: (401) 421-7740 EXT. 577
Fax: (401) 351-1056
mclarkin@providenceri.com



City of Providence, Rhode Island Office of the Internal Auditor

October 18, 2012

Ms. Anna Stetson
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903

Dear Madame Clerk:

In accordance with Section 21-26 of the City's Code of Ordinances, I am writing to request that the following requested contract awards be submitted to the City Council and the Ways & Means Committee for approval.

- Sole source contract award by the Department of Public Works to National Grid in an amount of \$124,739
- Sole source contract award by the Department of Public Works to CN Wood in an amount of \$6,654.05
-

If you have any questions or concerns regarding any of these items, please contact me. Thank you for your consideration with this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew M. Clarkin, Jr.", written over a horizontal line.

Matthew M. Clarkin, Jr.
Internal Auditor

Cc: Alan Sepe, Director of Public Property
William Bombard, Acting Director of Public Works
Jake Bissaillon, City Council Chief of Staff



CITY OF PROVIDENCE
Angel Taveras, Mayor

Date: October 5, 2012

The Honorable Angel Taveras
Chairman, Board of Contract & Supply
City Hall
Providence, RI 02903

**Re: Request for Authorization
Streetscape Enhancement Project Westminster Street and Olneyville Square
National Grid Electric**

Dear Mayor Taveras:

The Department of Public Works respectfully requests the authorization of payment to National Grid for work they have done to remove existing street lights within the project limits of the Streetscape Enhancement Project Westminster Street and Olneyville Square project. The estimated cost for this National Grid work is \$124,739 (see attached agreement). The funding for this cost will be through Community Development Block Grant funds allocated to the Streetscape Enhancement Project Westminster Street and Olneyville Square. This was included in the original budget for the project. National Grid requires that work on their facilities be done by National Grid; therefore, only a single source can be utilized for this work.

Respectfully submitted,

William C. Bombard, PE, Acting Director

Finance approval: _____

Xc: Natale D. Urso, PE, PTOE, Sally Brito

DEPARTMENT OF PUBLIC WORKS
700 Allens Avenue Providence, Rhode Island 02905
401 467 7950 ph | 401 941 2567 fax
www.providenceri.com

Westminster Street/Olneyville Square Revitalization
Rhode Island Federal-Aid Project No.: STP-TEAC-090
Rhode Island Contract No.: 2001-IB-013

CONSTRUCTION AND MAINTENANCE AGREEMENT
CITY OF PROVIDENCE/PRIVATE OWNER FACILITIES

By and between the
CITY OF PROVIDENCE

And the
NATIONAL GRID CORPORATION

AGREEMENT entered into by and between the CITY OF PROVIDENCE (hereinafter called the CITY), and the NATIONAL GRID CORPORATION (hereinafter called the OWNER).

WHEREAS; the CITY is proceeding with the above-referenced project on Westminster Street and into Olneyville Square (hereinafter the Project) with funds apportioned to the CITY under the Transportation Enhancement Program, and from other sources available for the purpose, and

WHEREAS; the OWNER has installed and is operating and/or maintaining an ELECTRICAL DISTRIBUTION SYSTEM (hereinafter called the FACILITIES), and in connection with said Project and appurtenances it will be necessary to displace, relocate, alter, and/or adjust certain portions of said FACILITIES to the extent shown on the FORCE ACCOUNT AGREEMENT which are attached hereto and made a part hereof; and

WHEREAS; the eligibility of Federal participation has been established in accordance with Part 645 - Utilities, Subpart A - Utility Relocations, Adjustments and Reimbursement of the Federal-Aid Policy Guide (FAPG) of the United States Department of Transportation, Federal Highway Administration; and

WHEREAS; said alterations and/or adjustments must be closely and dependably integrated with said Project and appurtenances during the various phases of operations, both preparatory and permanent, for the best interest of traffic movement and control for public convenience; and

WESTMINISTER STREET/OLNEYVILLE SQUARE REVITALIZATION
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CITY OF PROVIDENCE

WHEREAS; credit for expired service life of the replaced FACILITIES may be required, when applicable, in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A. and

WHEREAS; the predominant portion of the existing FACILITIES must be maintained in service until the replacement FACILITIES are completed.

NOW, THEREFORE; the CITY and the OWNER hereby agree as follows:

SECTION I - GENERAL PROVISIONS

1. The OWNER will allow the CITY to enter onto its property for purposes of constructing the Project and the improvements.

SECTION II - DIVISION OF WORK

1. All necessary labor, materials, equipment and other services shall be furnished by or for the OWNER in accordance with the aforementioned FAPG, Part 645, Subpart A of the Federal Highway Administration, and the work shall be done by the OWNER's forces; or, their approved subcontractor.
2. A Pre-Bid Conference will be held between representatives of the CITY, The Contractor(s) and the affected utilities in order to acquaint the interested parties with all possible utility relocations and/or adjustments to be required.
3. After the Contract has been awarded, a Pre-Construction Conference will be held, at which time the Contractor will meet with representatives of the STATE and the utilities in order to expedite the progress of the Project and the utility installations and adjustments. The OWNER or its Contractor shall have available all necessary personnel and materials as are delineated on the plans to make the changes to its FACILITIES, to the completion of the Project and shall cooperate with the CITY's Resident Engineer and Contractor to expedite the Project.
4. All work performed under this Agreement is subject to approval and inspection of the STATE and Federal authorities, in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A of the Federal Highway Administration, as may be amended and supplemented, which is hereby incorporated into this

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CONSTRUCTION AND MAINTENANCE AGREEMENT
CITY OF PROVIDENCE

AGREEMENT as Exhibit A. All work relative to the FACILITIES shall conform to the OWNER's standard specifications and procedures.

5. All construction signing shall meet the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions.
6. During and after the adjustment of the OWNER's FACILITIES, the work by the CITY's Contractor will be undertaken with normal safety precautions.

SECTION III - DIVISION OF EXPENSE

1. All estimates for the work necessary to complete the adjustment of the OWNER's FACILITIES shall be submitted for approval and be at a reasonable cost as set forth in cost estimates as listed below:
 - (a) An estimate of the costs of labor, materials, equipment and other services to be furnished by the OWNER for their alterations and adjustments in the amount of ONE HUNDRED TWENTY FOUR THOUSAND SEVEN HUNDRED THIRTY NINE dollars AND 00/100 CENTS (\$124,739.00), dated August 5, 2009, is attached hereto and made a part of this Agreement.
 - (b) An estimate of the cost of work to be performed by the CITY's Contractor awarded the Project under this Agreement, in the amount of ZERO dollars (\$ 0.00), which will be borne by the CITY, is attached hereto and made a part of this Agreement.
2. In the event that a substantial change in the scope of work or materials required becomes necessary, a revised estimate of cost and a revised plan shall be submitted by the OWNER to the CITY for approval and subsequent inclusion in this Agreement.
3. In reference to work done by the OWNER and/or its Contractor, under this Agreement, the CITY will reimburse the OWNER for the actual costs and related indirect costs incurred (including Preliminary Engineering) in accordance with the

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CITY OF PROVIDENCE

accounting procedures in use by the OWNER in its operations, less the salvage value of materials removed, all in accordance with the provisions of the aforementioned FAPC, Part 645, Subpart A, presently in effect. The OWNER's cost records and accounts shall be available for inspection and audit by the representatives of the STATE, CITY and the Federal Highway Administration. All labor, materials, equipment and other services furnished by and/or for the OWNER shall be billed to the CITY only by the OWNER.

4. The CITY will invoice the STATE for reimbursement of the cost of labor, materials, equipment, work and other services furnished by the Owner on the Project in accordance with STATE requirements and procedures.

SECTION IV - FUTURE MAINTENANCE

1. Upon completion of the alterations an/or adjustments of the OWNERS's FACILITIES, the OWNER shall thereafter own and shall maintain said FACILITIES as altered and/or adjusted, including the cost thereof, with the restriction that maintenance thereof shall be done in a manner not detrimental to the highway and its uses, and on the condition that FACILITIES located inside or outside of Freeway Lines (limited access highways) shall not be serviced by access from the through lanes or ramps, except that FACILITIES located within interchange areas may be serviced from ramps provided that service vehicles and equipment are first driven entirely off the pavement. Sufficient Traffic Control, at the OWNER's expense must be provided in accordance with the requirements of the Manual of Uniform Traffic Control Devices, including all latest revisions.

SECTION V - SPECIAL PROVISIONS

1. The OWNER shall indemnify and hold the CITY and the State of Rhode Island harmless from any and all injury or damage to persons or property arising out of the performance of work by the OWNER or persons engaged by the OWNER necessary to complete the adjustments of the OWNER's FACILITIES and shall carry adequate insurance to that end.

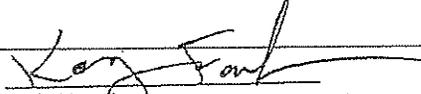
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- (a) Adequate insurance for purposes hereof shall mean a policy or policies of comprehensive general liability insurance, with minimum limits of not less than \$1,000,000 for injury to one or more persons in any one occurrence and also insurance in the sum of not less than \$1,000,000 against claims of property damage in any one accident, such policy or policies to name the CITY and the STATE as additional insureds and to require the carrier to give the CITY at least thirty (30) days written notice of its intention to cancel, terminate or amend the insurance policy or policies in any material respect. Evidence of such insurance shall be submitted to the CITY prior to work being performed hereunder.
- (b) Adequate insurance shall be construed to include self-insurance as evidenced by a certificate to such effect signed by the appropriate corporate officer and accepted by the STATE prior to work being performed hereunder.
2. The OWNER shall be liable to and hold the CITY harmless for any liability on the part of the CITY for any payment required to be given to any contractor due to a delay in the work on the said construction Project proximately caused by the neglect or fault of the OWNER to complete the displacement, relocation, alteration and/or adjustment of the FACILITIES within a period of thirty (30) days beyond the time fixed therefore by the latest time schedule that is subsequently agreed to by the CITY and the OWNER provided however that:
- (a) OWNER shall not be liable for any delay due to the fault or neglect of the CITY or any other party or to acts of God or other circumstances beyond the reasonable control of the OWNER;
- (b) OWNER shall be given reasonable written notice of any alleged default under this clause and reasonable opportunity to correct such default;
- (c) OWNER's liability shall be limited to payments or credits actually required to be made or given by the CITY.

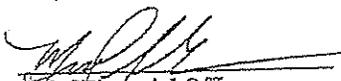
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CONSTRUCTION AND MAINTENANCE AGREEMENT
CITY OF PROVIDENCE

IN WITNESS WHEREOF, the CITY and the OWNER have caused this AGREEMENT to be
executed by their duly authorized officials as of the _____ day of _____,

Recommended for Approval:

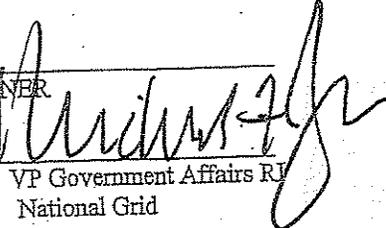

Chief Engineer
Department of Transportation

Recommended for Approval:

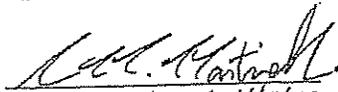

Chief Financial Officer
Department of Transportation

OWNER

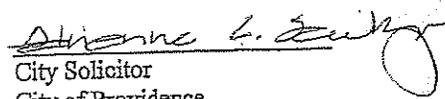
By:


VP Government Affairs RI
National Grid

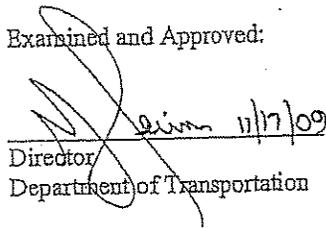
Approved as to Form:


Exec Chief Legal Counsel 11/3/09
Department of Transportation

Approved as to Form:


City Solicitor
City of Providence

Examined and Approved:


Director 11/17/09
Department of Transportation

Approved:


Mayor
City of Providence

Approved:


Administrator
Federal Highway Administration



CITY OF PROVIDENCE
Angel Taveras, Mayor

October 5, 2012

The Honorable Angel Taveras
Chairman, Board of Contract & Supply
City Hall
25 Dorrance Street
Providence, RI 02903

RE: Emergency Repairs-Street Sweeper Truck #184

Dear Mayor:

Street Sweeper # 184 is in need of a right side drive motor. The part # for this repair is 1080434.

We request that The Board of Contract & Supply award the work to C N Wood in the amount of \$6,654.05.

Funds are available in account Number 101-515-52934.

Thank you for your assistance and please feel free to call me if you have any questions.

Very truly yours,

William C. Bombard, P.E.
Acting Director

Finance Approval _____

WCB:vc

DEPARTMENT OF PUBLIC WORKS
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