



CITY OF PROVIDENCE

Angel Taveras, Mayor

Date: March 12, 2012

Anna Stetson
City Clerk
City hall
25 Dorrance Street
Providence, RI 02903

**Re: Construction and Maintenance Agreement
Randall St. Bridge No. 974**

Dear Anna:

Attached are three originals of the Randall St. Bridge No. 974 Construction and Maintenance Agreement. This requires city council approval. Please put this on the agenda for the next council meeting.

Once the agreement is approved by the city council please keep one original for the city records and send the other 2 originals to me. I will send one to the Law department and one to RIDOT. All three of these originals should have a stamp or some other form of proof that this agreement was approved by the city council.

Very Truly Yours

Natale D. Urso, PE, PTOE
Deputy City Engineer

IN CITY COUNCIL
OCT 18 2012

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED
C. M. Stetson CLERK

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905

401 467 7950 ph | 401 941 2567 fax

www.providenceri.com

RANDALL STREET BRIDGE No. 974

PROVIDENCE, RHODE ISLAND

RIFAP No. BRO-BCDR (009, PE; BHO-0974 (005), Construction

RIC No. 2001-EB-009, PE; 2011-CB-095, Construction

CONSTRUCTION AND MAINTENANCE AGREEMENT

STATE HIGHWAY/MUNICIPALITY

by and between the

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

and the

CITY of PROVIDENCE - DEPARTMENT of PUBLIC SAFETY

COMMUNICATIONS DIVISION

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 Municipality), through its Department of Public Safety - Communications Division.

Whereas the State is planning the above referenced project in Providence, Rhode Island with funds apportioned to the State under the Federal-Aid Highway Act, as amended and supplemented, and from other sources available for the purpose, and

Whereas the Municipality has installed and is operating and/or maintaining a fire alarm 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 Drainage & Utility Plans and the combined Preliminary Engineering and Force Account Estimate inclusive, which is attached hereto as Attachment A 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

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[Signature] CLERK

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 and for public convenience, and

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 State and the Municipality hereby agree as follows:

SECTION I - GENERAL PROVISIONS

1. The Municipality will allow the State 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 Municipality in accordance with the aforementioned FAPG, Part 645, Subpart A of the Federal Highway Administration, and the work shall be done by Method a as shown below:

- (a) By the Municipality's forces.
- (b) By a contractor, who shall have prior approval of the State, in case the Municipality is not adequately staffed or equipped to perform the adjustments with its own forces and their method is in the best interest of the State.
- (c) By a continuing contract subject to approval by the State, under which certain work is regularly performed for the Municipality and under which the lowest available costs are developed.

(d) By the State Contractor awarded the project.

2. A Pre-Bid Conference will be held between representatives of the State, 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 Municipality or its contractor shall have available all necessary personnel and materials as are delineated on the plans as are necessary to make the changes to its Facilities, to the completion of the project and shall cooperate with the State'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 amended and supplemented, which is hereby made a part of this agreement by reference. All work relative to the Facilities shall conform to the Municipality'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 Municipality's facilities, the work by the State'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 Municipality'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 Municipality for their alterations and adjustments in the amount of Two Thousand Two Dollars and 54/100 Cents (\$2,002.54), dated December 7, 2010, is attached hereto as Attachment A and made a part of this Agreement.
- (b) An estimate of the cost of work to be performed by the STATE's Contractor awarded the project under this Agreement, in the amount of Zero Dollars and

00/00 Cents (\$0.00), which will be borne by the State, 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 Municipality to the State for approval and subsequent inclusion in this agreement.

3. In reference to work done by the Municipality and/or its contractor, under this agreement, the State will reimburse the Municipality for the actual costs and related indirect costs incurred (including Preliminary Engineering) in accordance with the accounting procedures in use by the Municipality in its operations, less the salvage value of materials removed, all in accordance with the provisions of the aforementioned FAPG, Part 645, Subpart A, presently in effect. The Municipality's cost records and accounts shall be available for inspection and audit by the representatives of the State and the Federal Highway Administration. All labor, materials, equipment and other services furnished by and/or for the Municipality shall be billed to the State only by the Municipality.

4. The Municipality shall provide one final and complete billing of all costs incurred within one year following completion of the utility work, otherwise previous payments to the Municipality shall be considered final.

SECTION IV - FUTURE MAINTENANCE

Upon completion of the alterations and/or adjustments of the Municipality's Facilities, the Municipality 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 Municipality'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 Municipality shall indemnify and hold the State harmless from any and all injury or damage to persons or property arising out of the performance of work by the Municipality or persons engaged by the Municipality necessary to complete the adjustments of the Municipality's Facilities and shall carry adequate insurance to that end.

(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 shall name the State as additional insured and to require the carrier to give the State 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 State 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 municipal officer and accepted by the State prior to work being performed hereunder.

2. The Municipality shall be liable to and hold the State of Rhode Island harmless for any liability on the part of the State of Rhode Island for any payment required to be made or any credit 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 Municipality to complete the displacement, relocation, alteration and/or adjustment of its Facilities within a period of thirty (30) days beyond the time fixed therefor by the latest time schedule that is subsequently agreed to by the State and the Municipality provided however that:

(a) Municipality shall not be liable for any delay due to the fault or neglect of the State of Rhode Island or any other party or to acts of God or other circumstances beyond the reasonable control of the Municipality;

(b) Municipality shall be given reasonable written notice of any alleged default under this clause and reasonable opportunity to correct such default;

(c) Municipality's liability shall be limited to payments or credits actually required to be made or given by the STATE of Rhode Island.

3. 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 the awarding of the construction contract.

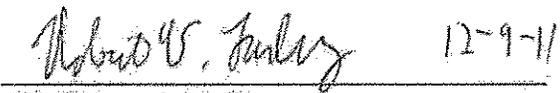
In witness whereof, the State and the Municipality have caused this agreement to be executed by their duly authorized officials as of the _____ day of _____, 2011.

Recommended for Approval:



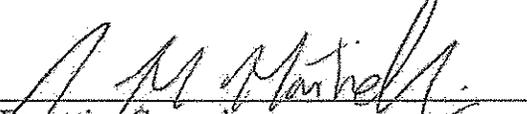
Chief Engineer *for 12/1/11*
Department of Transportation

Recommended for Approval



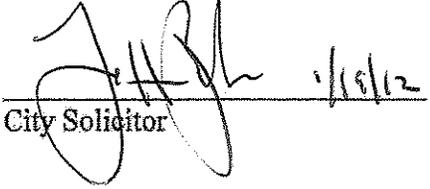
Chief Financial Officer
Department of Transportation

Approved as to form:



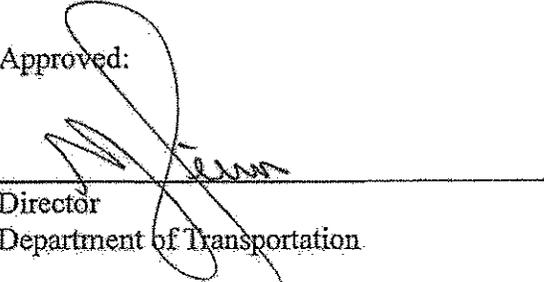
Executive Counsel
Department of Transportation

Approved as to form: *and correctness*



City Solicitor *1/18/12*

Approved:



Director
Department of Transportation

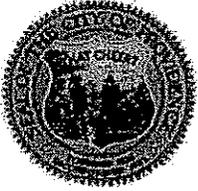
Approved:



Mayor *3/8/12*

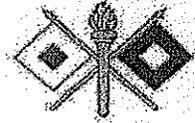
Examined and Approved:

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



PROVIDENCE DEPARTMENT OF PUBLIC SAFETY
Communications Division

"Building Pride in Providence"



December 17, 2010

Joseph Mansolillo
Project Engineer
United International Corp
142 Putnam Ave.
Johnston, RI 029198

Re: Rehabilitation of Randall Street Bridge Contract 914C

Dear Mr. Mansolillo,

Please note that the Communications Department reviewed the Submission Plans for the above project and found the following:

1. The Providence Fire Alarm Cable runs thru the Verizon conduit under this bridge which is below the deck you are replacing.
2. If the only thing being rehabbed is the deck and the conduit will not be removed then there would be no work required to relocate the fire alarm cable.
3. If the conduit is being touched or removed then we would have to determine how Verizon plans to move it and we would relocate our cable through the same conduit or on poles at each end of the bridge. The cost for this option would be \$2,002.54.

Very Truly Yours,


Joseph J. McGarry
Deputy Director, Communications
1 Communications Place
Providence, RI 02903
401-243-6001
jmogarry@providenceri.com