



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

Robin Walsh

November 20, 2009

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

Subject: Local Equity Aid Program (LEAP)
Federal/State/City Executed Program Agreement
Various Projects, Pavement Resurfacing
On Federal System Roads

Dear Mayor Cicilline:

Attached please find two originals of the signed Local Public Agency Agreements for funding with LEAP program funds of the Projects listed in the LEAP agreement for the City of Providence. The agreement Federal On System roads has been signed by officials of the Rhode Island Department of Transportation (RIDOT). The agreement to be executed between the (RIDOT) and the City of Providence are for Federal and State Funds for construction of the projects listed in the agreement. Please have both originals signed by the appropriate City Officials and return all signed originals. The Federal/State agreements require signature by the Federal Highway Administration.

If you have any questions please call Robin Steele Walsh at 222-2023 ext 4031 or myself at x4049.

Very truly yours,

Vincent J. Palumbo, P.E.
Managing Engineer

VJP/rsw

Attachments

cc: w/o attachments: Farhoumand, Smith, Palumbo, Walsh, and File; Mr. Paul J. Thomas, Public Works Director

CITY OF PROVIDENCE LOCAL ROADS PROJECT
ROADWAY INVESTMENT-LOCAL EQUITY AID PROGRAM
FEDERAL AND STATE FUNDS

By and Between

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
And the City of

PROVIDENCE

AGREEMENT made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the State) and the City of Providence (hereinafter the Municipality).

WHEREAS, the State is the recipient of transportation funding from the United States Department of Transportation, administered through the Federal Highway Administration (hereinafter FHWA), and has made transportation funds available to Rhode Island municipalities through the Roadway Investment-Local Equity Aid Program (hereinafter RI-LEAP); and

WHEREAS, the State has determined that certain types of transportation projects to be funded under RI-LEAP have minor potential to affect historic properties included or eligible for inclusion in the National Register of Historic Places; and

WHEREAS, the State has approved the Municipality's work plan identifying improvements eligible for RI-LEAP funding (hereinafter the Project); and

WHEREAS, the Municipality agrees to be responsible for the design and construction of the Project; and

WHEREAS, the Project will be implemented under the provisions established in the Federal-Aid Policy Guide of the FHWA, FHWA regulations at Title 23 of the Code of Federal Regulations, and State requirements and procedures; and

WHEREAS, the State and the Municipality recognize that Project funds may be reduced based upon obligational authority limitations; and

WHEREAS, the State has agreed to contribute funds not exceeding Two Million Six Hundred Sixty Nine Thousand Nine Hundred and Three and 00/100 Dollars (\$2,669,903.00) towards the Project; of this amount eighty percent or up to Two Million One Hundred Thirty Five Thousand Nine Hundred and Twenty Two and 40/100 Dollars (\$2,135,922.40) is federally funded and twenty percent or up to Five Hundred Thirty Three Thousand Nine Hundred Eighty and 60/100 Dollars (\$533,980.60) is state funded.

NOW THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the State and the Municipality hereby agree as follows:

1. The Project will consist of cold planing and overlaying Pocasset Avenue (Plainfield Street to Farmington Avenue), Manton Avenue (Aleppo Street to Atwells Avenue, Delaine Street to Woonasquatucket River Bridge), Branch Avenue (North Main Street to Route 146), Laurel Hill Avenue (Hartford Avenue to Plainfield Street), Knight Street (Atwells Avenue to Westminster Street) and overlay of Parkis Avenue (Elmwood Avenue to Broad Street). The work will include but not be limited to the following; replacement and resetting of curbing, sidewalks, and wheelchair ramps; traffic signal loop detectors; cold plane of bituminous concrete surface; bituminous concrete paving; line striping; traffic control; and the application of plantable soil and seed in disturbed areas.
2. The authorized start date of the Project for reimbursement purposes shall be the Department's Notice to Proceed.
3. The Municipality will be responsible for design and construction of the Project in accordance with the plans and specifications approved by the State.
4. Prior to the start of construction, the Municipality shall certify to the State that all improvements made as part of the Project are on public right-of-way and that no private properties, acquisitions, easements or other right-of-way permissions are required.
5. The Municipality will be responsible for payment of all costs associated with design and construction of the Project; the State will reimburse the Municipality up to and not exceeding Two Million Six Hundred Sixty Nine Thousand Nine Hundred and Three and 00/100 Dollars (\$2,669,903.00) for such costs; costs in excess of said reimbursement are the responsibility of the Municipality. Supporting documentation of payment will be required for all reimbursements.
6. The Municipality will select a Project Manager to administer the Project. Such administration will include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders, and contract addenda. The Municipality will maintain all financial records.
7. Pursuant to the provisions of Title 37 Chapter 14.1 of the General Laws of Rhode Island, the State reserves the right to require a plan to ensure that one or more Minority Business Enterprise (MBE) as defined therein has the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. The State shall not issue a Notice to Proceed to construction of the Project until such MBE plan, if required, has been approved. The Municipality and its contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of work under this Agreement.
8. The Municipality will select a consultant to design the Project and develop the bid documents.
 - A. In selecting the consultant, the Municipality will prepare a Request for Proposals (RFP) seeking an engineering consultant to develop the design and bid documents

for the Project. The RFP will include the purpose of the Project, the scope of services, description of the work product to be provided, request for a budget, and schedule for completion of the Project, as well as the qualifications of the applicant.

- B. The Municipality will submit the RFP to the State for review and approval. Upon such approval, the Municipality will advertise and issue the RFP in accordance with Federal and State statutes, regulations, and procedures.
 - C. All procurement actions by the Municipality will comply with 23 CFR Part 172.7, and 23 USC 112(b)(2). Federal reimbursement will be limited to the federal share of costs allowable under 48 CFR Part 31 (Federal Acquisition Regulations).
9. The Municipality shall submit a copy of the single audit report required under Office of Management and Budget (OMB) Circular A-133 for each year in which work was performed on the Project.
10. The design of the Project will conform to all State design standards and policies.
- A. The Municipality will submit the design plans to the State for review and approval at the preliminary stage of design and submit the plans, specifications, and estimates (hereinafter PS&E) at the 90% stage of design and at the PS&E stage of design. Such submissions will include but not be limited to all engineering, landscaping, and permitting requirements, as applicable to the Project.
 - B. The State will respond to the submissions within thirty (30) days of their receipt.
 - C. Review by the State is for the limited purpose of confirming that final design documents will be acceptable to the State and is not intended to relieve the Municipality of full responsibility with respect to errors and omissions.
11. The Municipality will work with the State to obtain an Environmental Determination of no significant impact for the Project in accordance with FHWA regulation at 23 CFR Part 771.117. Construction of the Project may proceed only after receipt of said Environmental Determination.
12. The State and the Rhode Island State Historical Preservation Officer (hereinafter the RISHPO) have determined that the following elements of work within existing bituminous asphalt paved roadway create no adverse effect to historic properties: pavement overlay, pavement matching, roadway surface joint repairs, pavement milling, pavement crack sealing, pavement seal coating, and in-kind replacement of pavement markings (striping) exclusive of curb painting (hereinafter, collectively, the Elements).

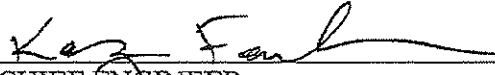
- A. Work comprised entirely of the Elements shall not require review by the RISHPO unless it is determined that a known historic roadway feature will be altered or an unknown historic roadway feature is uncovered during construction.
 - B. If such a feature is to be altered or is uncovered, the Municipality, the State and the RISHPO shall consult to develop an appropriate work plan that addresses the potential effects.
 - C. Work occurring outside of the Elements must be submitted by the Municipality for review and approval by the RISHPO.
13. The Municipality will construct the Project using the design approved by the State.
- A. In awarding the construction contract to the lowest qualified bidder, the Municipality will use competitive bidding for the Project in conformance with 23 CFR Part 635 and will comply with all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
 - B. The Municipality shall be responsible for ensuring that materials incorporated into the Project are in conformance with those standards and specifications utilized on State-funded projects.
 - 1. Gravel, soils, concrete and asphalt used in construction of the Project shall be obtained from State approved sources.
 - 2. The Municipality must certify that all materials used as part of the project comply with State-funded project standards and that all materials are placed within the Project area.
 - C. The Municipality is responsible for certifying that prevailing wage rates have been paid during construction of the Project in accordance with State procedures.
 - D. The Municipality will be responsible for managing and monitoring the Project through its Project Manager or by obtaining consultant services. The Municipality will certify to the State that the Project was built in accordance with the approved plans and specifications; such certification is required to accompany each reimbursement invoice.
 - E. The Municipality shall invoice the State for work completed by the contractor and the cost of materials supplied by the contractor to the Project in accordance with State requirements and procedures. All costs billed under this Agreement are subject to audit.
 - F. The Project shall be subject to inspections by the State in accordance with State-funded project procedures. All findings must be satisfactorily addressed before final reimbursement by the State.

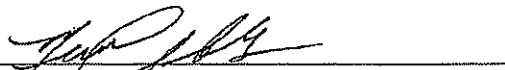
14. Upon completion of the Project, the Municipality will be responsible to maintain all aspects of the Project in accordance with the plans and specifications developed for the Project at its own cost and expense.
15. All costs billed under this Agreement are subject to audit. The Municipality agrees to maintain all records pertaining to the costs incurred in performance of this Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed.
16. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.
17. The Mayor of the City of Providence shall take all necessary steps to receive authority from the Providence City Council to enter into and execute this Agreement including but not limited to submission of this Agreement to the Providence City Council for ratification and submission of proof of such authority to the State prior to advertising for design or construction of the Project.
18. This Agreement may not be altered or amended except by written agreement signed by all the parties.

IN WITNESS WHEREOF, The Rhode Island Department of Transportation and the City of Providence have caused this Agreement to be executed by duly authorized officials on the _____ day of _____, 2009.


DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

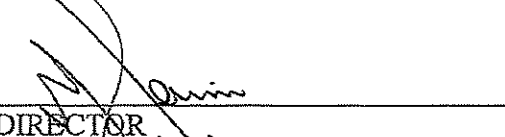

CHIEF ENGINEER
DATE: 11/2/09


CHIEF FINANCIAL OFFICER
DATE: 11-4-09

APPROVED AS TO FORM:

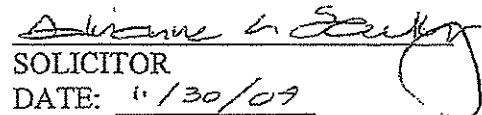

EXECUTIVE COUNSEL
DATE: 11/13/09

APPROVED:



DIRECTOR
DATE: 11/17/09

CITY OF PROVIDENCE

APPROVED AS TO FORM:


SOLICITOR
DATE: 11/30/09

APPROVED:


MAYOR
DATE: _____

EXAMINED AND APPROVED:

DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: _____