



CITY OF PROVIDENCE
Angel Taveras, Mayor

Date: December 23, 2013

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

**Re: Construction and Maintenance Agreement
Smithfield Avenue/Silver Spring Street Traffic Signal Improvements**

Dear Anna:

Attached are three originals of the **Smithfield Avenue/Silver Spring Street Traffic Signal Improvements 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
FEB 20 2014

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED
[Signature] CLERK
ACTING

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

AMENDED
SMITHFIELD AVENUE/SILVER SPRING STREET TRAFFIC SIGNAL
IMPROVEMENTS
CONSTRUCTION & MAINTENANCE AGREEMENT
MUNICIPAL HIGHWAY
FEDERAL FUNDS

By and Between

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
And the

CITY OF PROVIDENCE

Rhode Island Federal-Aid Project: STPG-8888(188)

AMENDED 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 and the Municipality entered into the 1R Program-City Streets Project Agreement dated January 18, 2006 (hereinafter called the Program Agreement) to provide funding under SAFETEA-LU High Priority Project No. 4859 "Downtown Circulation Improvements Providence" with the project description to improve traffic signals on Federal Aid System (FAS) roadways within the City of Providence as selected by the City with concurrence by the State ; a copy of the Program Agreement is attached hereto as Exhibit A; and

WHEREAS, the State in cooperation with the Municipality has selected the Traffic Signal Improvements to Smithfield Avenue and Silver Spring Street (hereinafter referred to as the Project) for the 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 and the Municipality entered into a Construction and Maintenance Agreement for the Smithfield Avenue/Silver Spring Street Traffic Signal Improvements ("Agreement") on July 15, 2010 (attached hereto as exhibit B); and

WHEREAS, the State and the Municipality wish to amend the Construction and Maintenance Agreement in order to revise the Rhode Island Federal-Aid Project number, project cost and items in the contract; and

WHEREAS, the State and the Municipality agree to rescind the Agreement in its entirety and replace it with this AMENDED AGREEMENT as hereinafter set forth; and

WHEREAS, the State is the recipient of Local Public Agency funding from the United States Department of Transportation, administered through Federal Highway Administration (hereinafter FHWA) under catalog of Federal Domestic Assistance Number 20.205; and

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

WHEREAS, the Project shall be implemented under the provisions established in the Federal -Aid Policy Guide of FHWA and comply with the Code of Federal Regulations, Title 23, Highways, 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 Municipality will accomplish said improvements with the funds apportioned to the Municipality 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 the completion of the improvements; and

WHEREAS, the State has agreed to contribute funds not exceeding Ninety Five Thousand and One Dollars, and Fifty Cents (\$95,001.50) towards the Project; of this amount Eighty percent or up to Seventy Six Thousand, One Dollars, and Twenty Cents (\$76,001.20) is federally funded and Twenty percent or up to Nineteen Thousand Dollars and Thirty Cents (\$19,000.30) 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 Agreement entered into by the State and Municipality on July 15, 2010 is hereby rescinded and replaced with this Amended Agreement.
2. The Agreement for the Project will consist of replacing traffic signal equipment including signal cabinet, signal heads, video detection, span and tether cable, traffic signal controller and cabinet, handhole and span pole weather head, video detection, and other required related work.
3. The authorized start date of the Project for reimbursement purposes shall be the Department's Notice to Proceed.
4. The Municipality shall be responsible for design and construction of the Project in accordance with the plans and specifications approved by the State.
5. The Municipality shall be subject to all applicable federal requirements on federal-aid funds expended.

6. 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.
7. 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 Ninety Five Thousand and One Dollars, and Fifty Cents (\$95,001.50) 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.
8. The Municipality shall 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.
9. The Municipality shall notify bidders, and affirmatively insure, that in any contract entered into for design or construction of this Project, Disadvantaged Business Enterprises (DBE) (as defined in 49 C.F.R. § 26.5) will be afforded full opportunity to submit bids and will not be discriminated against on the grounds of race, color, sex, national origin, age or disability. Moreover, 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 Enterprises (MBE) as defined therein, or DBE, 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/DBE plan, if required, has been approved.
10. If the Municipality is subject to the single audit requirements established in the Office of Management and Budget (OMB) Circular No. A-133, the Municipality shall be required to submit a copy of the single audit report for each year in which work was performed.
11. The design of the Project will conform to all State design standards, standard specifications, standard details and policies.
 - A. The Municipality shall 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 shall 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 shall be acceptable to the State and is not intended to relieve the Municipality of full responsibility with respect to errors and omissions.

12. The Municipality shall 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.
13. The Municipality shall construct the Project using the design approved by the State.
 - A. Construction contracts shall be awarded to the lowest qualified bidder according to federal and state laws, rules and regulations.
 - B. In awarding the construction contracts within the STATE Highway Right of Way (ROW), 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.
 - C. In awarding the construction contracts outside the State ROW to the lowest qualified bidder, the Municipality shall use competitive bidding for the Project on conformance with the provisions of Title 37, Chapter 2 of the Rhode Island General Laws and Federal Acquisition Regulations.

14. Construction Management

- A. For projects within the State highway right-of way, in accordance with 23 CFR 635.105 (a), the State shall assign a Resident Engineer and appropriate inspection staff to be responsible for construction management of the Project.
- B. For Projects outside the State ROW: The Municipality shall be responsible for managing the project by assigning a Project Manager or by obtaining consulting services. The Municipality is responsible for monitoring construction activities and must certify that completed work is in accordance with the approved plans and specifications. The Municipality shall provide a copy of said certification to the State for each reimbursement invoice for construction. In addition, the Municipality shall provide a copy of a final report on the Project to the State. The report shall contain a summary of costs along with a certification that the Project was constructed in accordance with the approved plans and specifications.
- C. The Municipality is responsible for ensuring that materials incorporated into the Project are in conformance with State Standards and specifications.
 1. The Municipality shall submit a Materials Testing Schedule based upon the Department's Master Materials Testing Schedule to the State for review and approval before commencing construction.
 2. Steel, aggregate, soils, Portland cement concrete, and bituminous concrete utilized in construction of the Project shall be obtained from State approved

sources and sampled and tested as in paragraph three (3) below. Steel used in permanent placements shall comply with Buy America Requirements.

3. All sampling and testing must be performed by personnel certified by either the Northeast Transportation Training and Certification Program (NETTCP), the National Institute for Certification of Engineering Technologies (NICET) or American Concrete Institute (ACI), whichever may be applicable, for the materials being sampled and tested.
4. The Municipality shall obtain certificates of compliance and mill certifications in accordance with the approved Materials Testing Schedule.
5. The Municipality must certify that all materials used as part of the Project comply with the design specifications established for the Project.
6. Contractor test results shall not be used for materials acceptance.
7. All samples shall be random samples and all sampling and all testing shall meet the requirements of 23 CFR Part 637, Construction Inspection and Approval.
8. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Project Manager or Resident Engineer prior to incorporating the product into the work. Under no circumstances will the State reimburse costs for items where a certificate of compliance is required and has not been received.

- D. The Municipality must certify that prevailing wage (Davis Bacon) rates have been paid during the construction of the Project. The Municipality is responsible for certifying compliance. Certifications of prevailing wage rates must be provided with each invoice, subject to review and acceptance by the State in accordance with State procedures.

15. Reimbursement Requirements

- A. The Municipality shall invoice the State for work completed by the contractor on the Project and the cost of materials supplied by the contractor to the Project in accordance with State requirements and procedures. The Municipality shall submit reimbursement requests with a cover letter containing the following language and shall be subject to the terms and conditions detailed in Section 15 1-5.

1. "I hereby certify that the materials and work for which payment is being requested meets the requirements of the Contract Documents and approved change orders in all respects, except as noted below. This certification is made in full cognizance of the Federal False Statements provision under United States Code, title 18, section 1020, and I am duly authorized to certify on behalf of the City of Providence."
2. Certificates of Compliance and mill certifications are on file.
3. Reimbursement Requests shall be subject to 5% retainage

4. Requested amounts are subject to the reimbursement requirements of the Federal acquisition Regulations.
 5. Project records and documentation are subject to review and audit.
 - B. The Project shall be subject to inspection by State and/or federal personnel. All findings must be satisfactorily addressed before authorization of the final payment.
16. Project Finalization and Closeout
- A. Finalization and acceptance of the Project shall be performed by the State. The Municipality shall submit the Following contract closeout items to the State.
 1. Corrective action plan(s) and Punch list resolutions.
 2. MBE/DBE certification.
 3. Prevailing Wage Rate Certification (Davis Bacon).
 4. Anti Collusion Certification.
 5. Materials Testing Certifications Certification.
 6. The Municipality shall certify that all certificates of compliance and mill certifications are on file.
 7. Completed Single Audit Report (s) for all years in which work was performed or a copy of the program specific audit if applicable.
 8. Equal Employment Opportunity statement.
 9. Letter of Project acceptance certifying that the Project has been completed in accordance with the contract documents.
17. 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.
18. All costs billed under this Agreement are subject to audit. The Municipality agrees to maintain all records of Project costs in accordance with 49 CFR § 18.42.
19. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.
20. The Mayor will 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 the construction of the project.
21. 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 _____, 2013.

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

Kay Fal
CHIEF ENGINEER
DATE: 9/13/13

Robert V. Zony
CHIEF FINANCIAL OFFICER
DATE: 9-16-13

APPROVED AS TO FORM:

Simon M. Mitchell
EXECUTIVE COUNSEL
DATE: 9/17/13

APPROVED:

Diego Kof
DIRECTOR
DATE: 8/19/13

CITY OF PROVIDENCE

APPROVED AS TO FORM AND CORRECTNESS:

J. H. [Signature] 10/25/13
SOLICITOR
DATE: _____

APPROVED:

April Taveras
MAYOR OF PROVIDENCE
DATE: 12/4/13

EXAMINED AND APPROVED:

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

EXHIBIT A

Traffic Signal/Circulation Improvements, Providence

PROJECT AGREEMENT

By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

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 City).

WHEREAS, the project designated No. 4859 with the project description "Downtown Circulation Improvements Providence" (hereinafter the Program) is designated in SAFETEA-LU as a High Priority Projects Program with transportation funding from the United States Department of Transportation, administered through the State and through the Federal Highway Administration (hereinafter FHWA); and

WHEREAS, the City agrees to be responsible for the design and construction of the Program; and

WHEREAS, the Program will be implemented under the provisions established in the Federal-Aid Policy Guide of the FHWA; and

WHEREAS, the State has agreed to provide funds not exceeding two-million five-hundred-fifty thousand Dollars (\$2,500,000.00) towards the Project; of this amount eighty percent or up to two-million dollars (\$2,000,000.00) is federally funded and twenty percent or up to five-hundred thousand Dollars (\$500,000) is state funded. The State and the City recognize that funds may be reduced based upon Obligational Authority Limitations.

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

1. The Project will consist of improvements to traffic signals on Federal Aid System (FAS) roadways within the City of Providence as selected by the City with concurrence by the State.
2. The City will be responsible for the design and construction of the Project in accordance with the plans and specifications approved by the State.
3. The State will reimburse the City up to and not exceeding two-million five-hundred thousand Dollars (\$2,500,000.00) for costs associated with design, construction administration, and construction costs associated with the project; costs in excess of said

reimbursement are the responsibility of the City. Supporting documentation of payment will be required for all reimbursements.

4. The City will acquire any property necessary for construction with City funds for use within the Project, subject to reimbursement by the State.
 - A. Acquisitions shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (hereinafter the Act).
 - B. The City will obtain an appraisal by a qualified appraiser certified and licensed in the State of Rhode Island. The City will submit the appraisal to the State for review and approval.
 - C. The City will make a written offer to the property owner(s) at an amount not less than the appraised value.
 - D. The City will record and document all meetings with the property owner(s) pertaining to the acquisition. The City will maintain documentation that the property owner(s) have received compensation for land and easements necessary to construct the Project, unless the owner has acknowledged the offer and waived the right to compensation in writing. Said documentation will be made available for review by the State.
 - E. The City will provide documentation and backup for reimbursement of acquisition costs in accordance with State procedures.
 - F. Any displacement of individuals, families, businesses, non-profit organizations or farm operations will require relocation assistance in accordance with the Act.
 - G. In the event the City and the State determine the acquisition is not feasible, the Project shall proceed under an alternative design provided by the City within the funding amount programmed under Paragraph 3 of this Agreement.
5. The City 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 City will maintain all financial records.
6. The City will select a consultant to design the Project and develop the bid documents.
 - A. In selecting the consultant, the City will prepare a Request for Proposals (RFP) seeking an engineering consultant to design the Project and develop the 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 City will submit the RFP to the State for review; the City will advertise and issue the RFP in accordance with Federal and State statutes, regulations, and procedures.
7. The design of the Project will conform to all State design standards and policies.
 - A. The City 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 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 forty-five(45) 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 City of full responsibility with respect to errors and omissions.
 - D. The City will be responsible for any subsurface utility locations.
8. The City will work with the State to obtain a *Categorical Exclusion* 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.
9. The City will construct the Project using the design approved by the State.
- A. In awarding the construction contract to the lowest qualified bidder, the City 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 City will utilize the design consultant for construction oversight of the project. Said consultant will monitor construction activities to ensure and certify the work is accomplished in accordance with the approved plans and specifications. The City will provide a copy of said certification to the State for each reimbursement invoice for construction. In addition, the City will provide a copy of a Final Report on the Project to the State. The report will contain a summary of costs along with a certification that the Project was constructed in accordance with the approved plans and specifications.
 - C. The City will select a consultant to provide construction inspection services on the Project under the direction of the Design consultant
 - a. In selecting the consultant, the City will prepare a Request for Proposals (RFP) seeking an engineering consultant to provide inspection services for the Project. The RFP will include the scope of services, description of the work product to be provided, request for a budget, as well as the qualifications of the applicant.
 - b. Project funding will be utilized to pay for construction inspection services for the Project
 - c. The City will submit the RFP to the State for review; the City will advertise and issue the RFP in accordance with Federal and State statutes, regulations, and procedures.
 - D. The City will invoice the State for work done by the contractor on the Project, the cost of materials supplied by the contractor to the Project, and the Consultant inspection services, all in accordance with State requirements and procedures. The reimbursement for inspection services will be limited to fifteen (15) % of the Project construction costs.
 - E. At this time, no utility relocations are anticipated. If in the future utilities are required to be relocated, the City and State will work together to determine how to fund utility company preliminary engineering.
10. Upon completion, the City 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. A separate C&M agreement will be prepared for the Project.

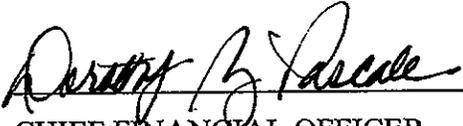
11. This Agreement may not be altered or amended except by written agreement signed by all the parties.

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

2nd day of February 2006

RECOMMENDED FOR APPROVAL:


CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 1/20/06


CHIEF FINANCIAL OFFICER
DEPARTMENT OF TRANSPORTATION
DATE: 1/23/06

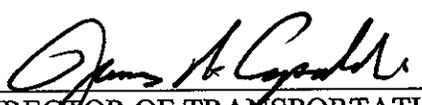
APPROVED AS TO FORM:


CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 1-23-06

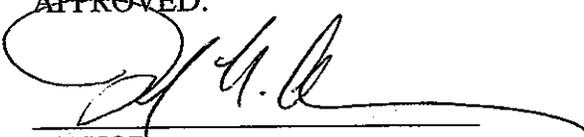
APPROVED AS TO FORM:


CITY SOLICITOR
DATE: 11 JAN 2006

APPROVED:


DIRECTOR OF TRANSPORTATION
DATE: 1-24-06

APPROVED:


MAYOR
DATE: _____

EXAMINED AND APPROVED:


DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 02/02/06



Department of Law

January 18, 2006

Edmund T. Parker
Chief Engineer
Transportation Development
Rhode Island Department of Transportation
Two Capitol Hill
Providence, RI 02903-1124

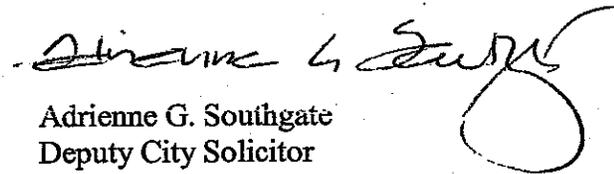
Re: Project Agreement # 4859
Downtown Circulation Improvements Providence

Ed

Dear Mr. Parker:

Enclosed find two originals of the above Project Agreement which I am enclosing for RIDOT signatures.

Very truly yours,


Adrienne G. Southgate
Deputy City Solicitor

AGS:cmr



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
OFFICE OF THE CHIEF ENGINEER

Two Capitol Hill, Rm 224
Providence, RI 02903-1124
PHONE 401-222-2492
FAX 401-222-3435 TDD 401-222-4971

January 26, 2006

Ms. Lucy Garliauskas
Division Administrator
Federal Highway Administration
380 Westminster Mall – Fifth Floor
Providence, RI 02903

Subject: Traffic Signal/Circulation Improvements, Providence
Project Agreement

Dear Ms. Garliauskas:

Attached for your review and approval are two original project agreements with the City of Providence for their Traffic Signal/Circulation Improvements. Please return the agreements directly to this office once they are approved.

If you have any questions concerning the agreements, please contact this office.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Edmund T. Parker, Jr.", written in black ink.

Edmund T. Parker, Jr., P.E.
Chief Engineer

ETP/lc

w/attachments

cc: file

EXHIBIT B

SMITHFIELD AVENUE/SILVER SPRING STREET TRAFFIC SIGNAL
IMPROVEMENTS
CONSTRUCTION & MAINTENECE AGREEMENT
MUNICIPAL HIGHWAY
FEDERAL FUNDS

By and Between

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
And the

CITY OF PROVIDENCE

Rhode Island Federal-Aid Project: HPP-4859(003)

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 and the Municipality entered into the 1R Program-City Streets Project Agreement dated January 18, 2006 (hereinafter called the Program Agreement) to provide funding under SAFETEA-LU High Priority Project No. 4863 to improve traffic circulation and road surfacing in Providence; a copy of the Program Agreement is attached hereto as Exhibit A; and

WHEREAS the State in cooperation with the Municipality has selected the Traffic Signal Improvements to Smithfield Avenue and Silver Spring Street (hereinafter referred to as the Project) for the 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 Municipality will accomplish said improvements with the funds apportioned to the Municipality 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 the completion of the improvements.

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 Seventy Four Thousand, Two Hundred and Sixty nine Dollars and Twenty Five Cents (\$74,269.25) towards the Project; of this amount Eighty percent or up to Fifty Nine Thousand, Four Hundred and Fifteen Dollars and Four Cents (\$59,415.4) is federally funded and Twenty percent or up to Fourteen Thousand, Eight Hundred and Fifty Three Dollars and Eighty Five Cents (\$14,853.85) 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 replacing traffic signal equipment including signal cabinet, signal heads, span and tether cable, traffic signal controller and cabinet, handhole and span pole weather head and other required related work.
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 Seventy Four Thousand, Two Hundred and Sixty nine Dollars and Twenty Five Cents (\$74,269.25) 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, or Disadvantaged Business Enterprise (DBE) as provided in 49 CFR 26, 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/DBE 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.

At the pre-construction conference, the Municipality's contractor shall submit an MBE/DBE Plan for review and approval by the State. The plan shall demonstrate the manner in which the Municipality's contractor will achieve participation rates established by the State.

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 perform a final audit of the contract(s) in accordance with OMB Circular A-133. The State will not make final payment to the Municipality until the State has received a copy of the completed audit.
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 Municipality will construct the Project using the design approved by the State subject to the following requirements:
- 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 State Standards and Specifications.
 - 1. The Municipality shall submit a Materials Testing Schedule based upon the Department's Master Materials Testing Schedule to the State for review and approval before commencing construction.
 - 2. Steel, aggregate, soils, Portland cement concrete, and bituminous concrete utilized in construction of the Project shall be obtained from State approved sources and sampled and tested by personnel certified by either the Northeast Transportation Training and Certification Program, the National Institute for Certification of Engineering Technologies or American Concrete Institute, whichever may be applicable, for the materials being sampled and tested.
 - 3. Steel used in permanent placements shall comply with Buy America Requirements.
 - 4. The Municipality shall obtain certificates of compliance and mill certifications in accordance with the approved Materials Testing Schedule.
 - 5. The Municipality must certify that all materials used as part of the Project comply with the design specifications established for the Project.
 - 6. Contractor test results shall not be used for materials acceptance.
 - 7. All samples shall be random samples and all sampling and all testing shall meet the requirements of 23 CFR Part 637, Construction Inspection and Approval.
 - 8. Manufacturer certificates of compliance must accompany each shipment of product and must be received and accepted by the Project Manager prior to incorporating the product into the work. Under no circumstances will the State reimburse costs for items where a certificate of compliance is required and has not been received.
 - C. The Municipality must certify that prevailing wage (Davis Bacon) rates have been paid during the construction of the Project. Certifications of prevailing wage rates must be provided with each invoice, subject to review and acceptance by the State in accordance with State procedures.
 - D. For projects within the State highway right-of-way, in accordance with 23 CFR 635.105, the State shall assign an engineer to ensure that the Project receives adequate supervision and inspection to insure that the Project is completed in accordance with approved plans and specifications.

13. The following are the General Program Requirements for the submission of reimbursement requests by the Municipality:
 - A. The Municipality shall invoice the State for work completed by the contractor on the Project and the cost of materials supplied by the contractor to the Project in accordance with State requirements and procedures.
 - B. The Municipality shall submit reimbursement requests with a cover letter signed by the Project Manager containing the following language and provisions:

“I hereby certify that the materials and work for which payment is being requested meets the requirements of the contract documents and approved change orders in all respects, except as noted below. This certification is made in full cognizance of the Federal False Statements provision under United States Code, title 18, section 1020, and I am duly authorized to certify on behalf of the City of Providence.”
14. The following are the General Program Requirements for the finalization and closeout of the Project:
 - A. Finalization and acceptance of the Project shall be performed by the State. The following items are required to finalize and close the Project:
 1. Final inspection report
 2. Corrective action plan(s) and Punch list resolutions
 3. Letter of Project acceptance certifying that the Project has been completed in accordance with the contract documents
 4. MBE/DBE certification
 5. Prevailing Wage Rate Certification (Davis Bacon)
 6. Anti Collusion Certification
 7. Materials Testing Certifications
 8. Certification by the Project Manager that all certificates of compliance and mill certifications are on file
 9. Copy of Single Audit Report (s) issued in years in which work was performed or a copy of the program specific audit if applicable
 10. Equal Employment Opportunity statement
15. 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.
16. 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.
17. 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 the Project and this

Agreement for a period of three (3) years from the date of final payment and all other pending matters are closed.

18. The State reserves the right to terminate this Agreement if state or federal funds are rescinded or not authorized.
19. The Mayor will 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 the construction of the project.
20. 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 _____, 2010.

DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

Kaz Fank
CHIEF ENGINEER
DATE: 6/2/10

Robert V. July
CHIEF FINANCIAL OFFICER
DATE: 6-9-10

APPROVED AS TO FORM:

[Signature]
EXECUTIVE COUNSEL
DATE: 6/8/10

APPROVED:
[Signature]
DIRECTOR
DATE: 6/21/2010

CITY OF PROVIDENCE

APPROVED AS TO FORM:

[Signature]
SOLICITOR
DATE: 7/14/10

APPROVED:
[Signature]
MAYOR OF PROVIDENCE
DATE: 7/15/2010

EXAMINED AND APPROVED:

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