

RESOLUTION OF THE CITY COUNCIL

No. 682

Approved October 13, 2000

WHEREAS, the State of Rhode Island proposes to undertake roadway construction adjacent to Interstate Route 95 and improvement to the Providence Civic Center Interchange; and

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

NOW, THEREFORE, BE IT RESOLVED THAT, Resolution No. 713, Approved December 28, 1998 is rescinded and, further, that His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement to the State of Rhode Island with respect to Interstate Route 95 and the Providence Civic Center Interchange. 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 5 2000
READ AND PASSED
PRES.
Michael R. Clement
CLERK

APPROVED
OCT 13 2000
Vincent A. Cianci
MAYOR

IN CITY COUNCIL
SEP 7 2000
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

and

IN CITY COUNCIL
SEP 7 2000
FIRST READING
REFERRED TO COMMITTEE ON
CITY PROPERTY

Michael R. Clement CLERK

Michael R. Clement CLERK

THE COMMITTEE ON
CITY PROPERTY *Public Works*
Approves Passage of
The Within Resolution

Carol Bestwick
Sept. 20, 2000 Clerk

Carolee Ann Clark (By request)

Rhode Island Project Numbers: 9871, 9901, 9902, 9909, 9916, 9929, 9930

CONSTRUCTION & 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** have selected the above-referenced Projects (hereinafter called the **PROJECTS**) in Providence, Rhode Island 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.

NOW THEREFORE, the **STATE** and the **MUNICIPALITY** 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 Projects.

2. The **MUNICIPALITY** will allow the **STATE** to enter onto its property, as necessary, for purposes of constructing the **PROJECTS** and the improvements.

3. Upon completion of the **PROJECTS**, 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 island, 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 these **PROJECTS**. 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) Own and maintain all portions of Promenade Street, Providence Place, Dean Street, Francis Street and Memorial Boulevard, 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.

(f) Own and provide for the proper maintenance of the traffic signals at Francis Street/Hayes Street and Gaspee Street; and Francis Street and American Express Boulevard after completion of the improvements.

4. The **STATE** shall own and provide for proper maintenance of the following traffic signals, after completion of the improvements:

Memorial Boulevard	@	Exchange Street
Memorial Boulevard	@	Steeple Street
Memorial Boulevard	@	Washington Street
Memorial Boulevard	@	College Street
Memorial Boulevard	@	Crawford Street
Dyer Street	@	Friendship Street
Steeple Street	@	Canal Street
Steeple Street	@	North Main Street
Washington Street	@	North Main Street
College Street	@	South Main Street
Memorial Boulevard	@	Francis Street
Fountain Street	@	Exchange Terrace

5. All work performed under these **PROJECTS** 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 by written agreement of the parties 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.

(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 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.

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 _____, 2000.

Recommended for Approval:

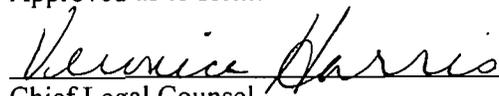


Chief Engineer
Department of Transportation

Municipality:

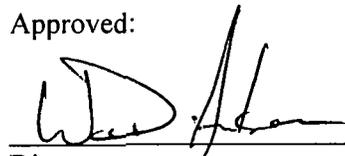
By: _____
Title

Approved as to form:



Chief Legal Counsel
Department of Transportation

Approved:



Director
Department of Transportation

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