

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

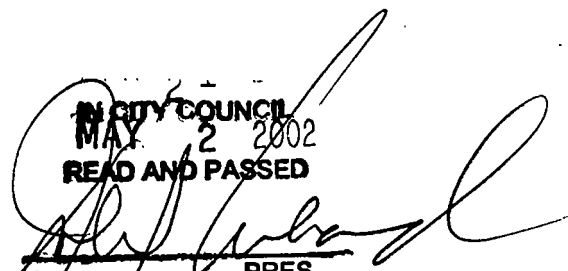
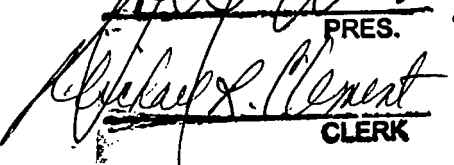
No. 270

Approved May 10, 2002

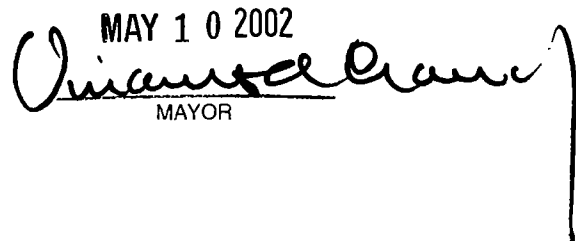
WHEREAS, the State of Rhode Island proposes to undertake roadway reconstruction, rehabilitation and/or improvement beneath the Broad Street Bridge, so-called; and

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

NOW, THEREFORE, BE IT RESOLVED THAT, His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement to the State of Rhode Island with respect to said Broad Street Bridge. 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
MAY 2 2002
READ AND PASSED

PRES.

CLERK

APPROVED

MAY 10 2002

MAYOR

IN CITY COUNCIL
MAR 7, 2002
FIRST READING
REFERRED TO COMMITTEE ON
Finance & PUBLIC WORKS

Michael R. Clout
Clerk

THE COMMITTEE ON
FINANCE
Approves Passage of
This Within Resolution

Ann M. Stetson
4-22-02 Clerk

Councilwoman Young (By request)

DESIGN, CONSTRUCTION & MAINTENANCE AGREEMENT
BROAD STREET BRIDGE AND BANNER TRAIL ENHANCEMENT PROJECT

By and Between

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

AND

CITY OF PROVIDENCE

THIS AGREEMENT made and entered into by and between the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**, acting through its Department of Transportation (**STATE**) and the **CITY OF PROVIDENCE (CITY)**.

WHEREAS the **STATE** is the recipient of transportation enhancement funding from the United States Department of Transportation, administered through the Federal Highway Administration, for the Broad Street Bridge and Banner Trail Enhancement (**PROJECT**).

WHEREAS the **STATE** has chosen the **CITY** to undertake this **PROJECT**, which includes design and construction of enhancement improvements, approved by RIDOT, for the Broad Street Bridge and creation of the Banner Trail, and

WHEREAS the **PROJECT** will be implemented under the provisions established in the Federal-Aid Policy guide of the United States Department of Transportation, Federal Highway Administration, and

WHEREAS the **CITY**, has agreed to design and construct the **PROJECT** and the **STATE** has agreed to program funds not to exceed \$200,000. (\$160,000. in Federal funds and \$40,000. in State funds). Design fees are projected not to exceed \$40,000.00. The remaining funds of \$160,000. will be used for construction, and

WHEREAS, in an effort to achieve the completion of the **PROJECT** in a timely fashion, the Parties agree to share the responsibilities as described below:

NOW, THEREFORE, the **STATE** and the **CITY** hereby agree as follows:

1. The **PROJECT** will consist of design and construction of enhancements to the Broad Street Bridge and creation of the Banner Trail to beautify the area.
2. The **CITY** will undertake the responsibilities of design and construction of the **PROJECT** in close coordination with the **STATE**.
3. The **CITY** will select a consultant to design the **PROJECT** and develop the bid documents.

- A. The **CITY** will prepare a Request for Proposals (RFP) seeking a consultant to develop the design and bid documents for the **PROJECT**. The **CITY** will advertise and issue the RFP in accordance with Federal and State statutes, regulations and procedures. All procurement actions by the **CITY** will comply with 23 CFR Part 172.7, Section 307 of the National Highway System Designation Act of 1995. Federal reimbursement will be limited to the Federal share of costs allowable under 48 CFR Part 31 (the Federal Acquisition Regulations).
 - B. The RFP will include the purpose of the **PROJECT**, a scope of services, a description of the work product to be provided, a request for a budget, and a schedule for completion of the **PROJECT**, as well as the qualifications of the applicants.
 - C. The **CITY** will submit the RFP to the **STATE** for review and approval. The **STATE'S** approval must be received prior to advertising.
4. The **CITY** will select a **PROJECT** Manager who will administer the consultant contract. Such administration will include, but not be limited to, the maintenance of a **PROJECT** account, processing invoices, consultant payments, Change Orders and Contract Addenda. The **CITY** will maintain all financial records.
 5. The Design of the **PROJECT** will conform to all **CITY** 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, the 30% stage of design, and submit plans, specifications and estimates at the P S & E stage of design. Such submissions will include but not be limited to all engineering, landscaping and architectural drawing and documents.
 - B. The **STATE** will respond to the submissions within sixty (60) days of their receipt.
 6. The **STATE** will reimburse the **CITY** for the design costs subject to the conditions contained herein.
 - A. The **CITY** will make monthly progress reports to the **STATE**.
 - B. The **CITY** will include documentation to the **STATE** of all **PROJECT** costs at the time of invoicing.
 - C. The **CITY** will indicate in writing that the invoice has been reviewed and approved and that the costs are all eligible for payment under the terms and conditions of the contract and that the work is satisfactorily completed.

- D. Progress payments will be made by the **STATE** to the **CITY** in accordance with Rhode Island General Laws, Chapter 42-11.1 after review and approval of progress reports submitted.
7. The **CITY** will work with the **STATE** in obtaining an environmental determination for the **PROJECT**. Under 23 CFR, Part 771.117, the **STATE** is required to submit documentation which demonstrates that no significant environmental effect will result from the **PROJECT**. Only upon receipt of this determination may construction of the **PROJECT** proceed.
8. The **CITY** will secure accounting services to perform a final audit of the contract(s). Procurement of these services will be reimbursed by the **STATE** and must conform to the terms of this agreement, and
- A. The cost will be a component of the **PROJECT'S** budget.
- B. The final audit of the contract(s) will be made available to the **STATE** and performed in accordance with **STATE** procedures.
- C. The final audit of the contract(s) will conform to the applicable Federal procedures in accordance with the Office of Management and Budget Circular A-133.
- D. The **STATE** reserves the right to withhold final payment until the **STATE** has reviewed and accepted the audit.
9. The **CITY** will construct the **PROJECT** using the design approved by the **STATE**.
- A. In awarding the contract to the low bidder, the **CITY** will use competitive bidding for the **PROJECT** in conformance with 23CFR635, Subpart A.
- B. The **CITY** will certify to the **STATE** that the **PROJECT** was built in accordance with the approved plans and specifications.
- C. Work done by the contractor on the **PROJECT** and cost of materials supplied by the contractor to the **PROJECT** will be invoiced by the **CITY** in accordance with **STATE** requirements and procedures.
- D. The **STATE** will reimburse the **CITY** for the actual costs of construction, up to but not exceeding \$160,000. in accordance with Rhode Island General Laws, Chapter 42-11.1.
10. Upon completion, the **CITY** will be responsible to maintain only those improvements which have been made by this enhancement **PROJECT**, with the exception of the bridge fencing on the Broad Street bridge over Interstate Route 95, in accordance with the plans and specifications developed for the **PROJECT**, at their own cost and expense.

Broad Street Bridge and Banner Trail Enhancement Project
Design, Construction and Maintenance Agreement

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11. This Agreement may be amended only by written agreement of all its signatories.

IN WITNESS THEREOF, the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS** and the **CITY OF PROVIDENCE** have caused this Agreement to be executed by duly authorized officials on the _____ day of _____, 2002.

BY:

BY:

MAYOR
CITY OF PROVIDENCE
DATE: _____

SOLICITOR
CITY OF PROVIDENCE
DATE: _____

RECOMMENDED FOR APPROVAL:

CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: _____

APPROVED:

APPROVED AS TO FORM:

DIRECTOR OF TRANSPORTATION
DATE: _____

LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: _____

EXAMINED AND APPROVED:

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



Department of Law

February 22, 2002

Claire E. Bestwick
Second Deputy City Clerk
City Clerk's Office
City Hall
Providence, RI 02903

Dear Claire:

There are three resolutions for submission to the Council. I have spoken with John Ozbek of Planning and Development who has indicated the sponsors are:

Bike path	-	Councilman Lombardi and Councilwoman Young
Westminster Street	-	Councilman Lombardi
Broad Street Bridge	-	Councilwoman Young

Kindly place on the Council docket. I believe each should be referred to the Council Committee on Public Works.

If you have any questions, please call me.

Very truly yours,

A handwritten signature in black ink, appearing to read "John T. D'Amico, Jr.", is written over the typed name.

John T. D'Amico, Jr.
Senior Assistant City Solicitor

JTD:cmr