

Statement of Conflict of Interest
Pursuant to R.I. Gen. Laws § 36-14-6

I John J. Fgliozzo, holding the position of
Councilman 7th Ward hereby under oath
(job title or appointed/elected position and name of board/commission/agency/department)

depose and say: Items 31, 32, 33 on 5/2/02 City Council Docket.

1. A matter involving Rhode Island Dept of Transportation is presently
before Pro. City Council.
(name of board/commission/agency/department)

2. I have the following interest in the matter noted in paragraph 1 above:

In my capacity as Attorney represent
the Rhode Island Department of Transportation.

3. [Please select one of the following]:

A. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby
recuse from participating in the discussion of or taking
official action relating to said matter. (This does not prohibit
participation as a member of the public in an open meeting,
pursuant to Commission Regulation 7003.)

B. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby
state that despite the interest described above, I believe I am
able to participate fairly, objectively and in the public
interest regarding said matter for the following reasons:

Signed under the penalties of perjury this 2 day of May 2002.

John J. Fgliozzo
Signature

3/1

RESOLUTION OF THE CITY COUNCIL

No.

Approved

WHEREAS, the State of Rhode Island proposes to undertake roadway construction, rehabilitation and/or improvement on Westminster Street; 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 Westminster Street. Said Agreement shall be substantially in the form, as exhibited in attachment "A" provided, however, that Section 4 be amended to read as follows; "Upon completion, the CITY will be responsible to maintain only those improvements which have been made by this enhancement project, in accordance with the plans and specifications developed for the project, at their own cost and expense" and subject to such further modifications as may be recommended by the Mayor and/or the Department of Law.

WESTMINSTER STREET REVITALIZATION

OLNEYVILLE STREETScape

DESIGN, CONSTRUCTION AND MAINTENANCE AGREEMENT

by and between

THE DEPARTMENT OF TRANSPORTATION

And the

CITY OF PROVIDENCE

AGREEMENT made and entered into by and between the **STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS** through its Department of Transportation (hereinafter referred to as the **STATE**) and the City of Providence (hereinafter referred to as the **CITY**).

WHEREAS, the **STATE** has programmed an amount not to exceed \$785,000 in Transportation Enhancement funds, comprised of \$628,000 in **FEDERAL** funds and \$157,000 in **STATE** funds for construction of streetscape improvements to Westminster Street in the City of Providence; and,

WHEREAS, the **CITY** will provide an amount not to exceed \$100,000 of **CITY** funds to fund the design of the **PROJECT**; and

WHEREAS, the **FEDERAL HIGHWAY ADMINISTRATION** (hereinafter referred to as **FHWA**) has awarded a Transportation Community System Preservation (hereinafter referred to as **TCSP**) grant to the **CITY** for streetscape and transit friendly amenities to Olneyville Square; and

WHEREAS, the **STATE**, **FHWA** and the **CITY** agree the Westminster Street Revitalization and Olneyville Streetscape (hereinafter referred to as the **PROJECT**) should be jointly implemented.

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

1. The **PROJECT** will consist of design and construction of Americans with

2. The CITY will design the PROJECT using CITY funds and/or TCSP funds.
 - A. Such design will be developed cooperatively by the CITY with the West Broadway Neighborhood Association the STATE, and FHWA.
 - B. The STATE will review and approve all draft and final reports and all design submissions. Such review will include but not be limited to final review of all engineering, landscaping and architectural drawings and documents and providing technical information on related or affected STATE projects.
 - C. The PROJECT will conform to all STATE and Federal Highway Administration design standards and policies.
 - D. The STATE will respond to the submissions within sixty (60) days of their receipt.
3. The STATE will construct the PROJECT using the design provided by the CITY and approved by the STATE and FHWA. All costs for construction over \$785,000 are the responsibility of the CITY and subject to an amendment to this Agreement.
4. Upon completion, the CITY will be responsible for maintaining all aspects of the PROJECT at its own cost and expense.
5. This Agreement between the STATE and the CITY will be recorded in the Land Evidence Records or other appropriate office of the CITY.
6. This Agreement may only be amended through prior written agreement of all signatories.

THIS SPACE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, 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 _____ 2001.

RECOMMENDED FOR APPROVAL:

 11/20/01

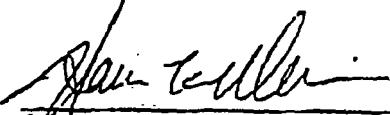
CHIEF ENGINEER DATE
DEPARTMENT OF TRANSPORTATION

APPROVED:

_____
DIRECTOR DATE
DEPARTMENT OF TRANSPORTATION

MAYOR, DATE
CITY OF PROVIDENCE

APPROVED AS TO FORM:

_____
CHIEF LEGAL COUNSEL, 1/12/01 DATE
DEPARTMENT OF TRANSPORTATION

CHIEF LEGAL COUNSEL, DATE
CITY OF PROVIDENCE

EXAMINED AND APPROVED:

_____
DIVISION ADMINISTRATOR, 2/23/01 DATE
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

32

RESOLUTION OF THE CITY COUNCIL

No.

Approved

WHEREAS, the State of Rhode Island proposes to undertake roadway reconstruction, rehabilitation and/or improvement on certain roads in the City; 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 Bike to Work and College: Bike Lane and Bike Route Component Congestion Mitigation and Air Quality Program Design, Construction and Maintenance Agreement. 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.

MAR 29 2001

BIKE TO WORK AND COLLEGE
BIKE LANE AND BIKE ROUTE COMPONENT
CONGESTION MITIGATION AND AIR QUALITY PROGRAM
DESIGN, CONSTRUCTION AND MAINTENANCE AGREEMENT

by and among

THE DEPARTMENT OF TRANSPORTATION

the

CITY OF PROVIDENCE

And

THE PROVIDENCE FOUNDATION

~~_____~~
~~_____~~
~~_____~~

AGREEMENT made and entered into by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS through its' Department of Transportation (hereinafter referred to as the STATE), the City of Providence (hereinafter referred to as the CITY) and the Providence Foundation (hereinafter referred to as the FOUNDATION).

WHEREAS, the STATE has programmed funding at an amount not to exceed \$50,000, comprised of \$40,000 in FEDERAL funds and \$10,000 in STATE funds for striping, signage, drainage grate adjustments and related work for bike lanes/routes in the City of Providence (hereinafter referred to as the PROJECT; and,

WHEREAS, the FOUNDATION was the recipient of these funds; and,

WHEREAS, the STATE, CITY and the FOUNDATION agree that an economy of scale can be reached through implementation of the PROJECT by the CITY as part of the City's Downtown Circulation Project;

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

1. The PROJECT will include but not be limited to design and installation of bicycle lane and bicycle route signage, modification to existing roadway striping and installation of bicycle safe drainage grate routes on selected roadways in to the City of Providence. All routes must fall within a logical network consistent with the Statewide Bicycle Network, subject to prior approval of the STATE.

2. The CITY will design the PROJECT using CITY funds.
 - A. Such design will be developed cooperatively by the CITY with the FOUNDATION and the STATE.
 - B. The STATE will review and approve all draft and final reports and all design submissions. Such review will include but not be limited to final review of all engineering, landscaping and architectural drawings and documents and providing technical information on related or affected STATE projects.
 - C. The PROJECT will conform to all STATE and Federal Highway Administration (FHWA) design standards and policies and the 1999 AASHTO Guide to the Development of Bicycle Facilities.
 - D. The STATE will respond to the submissions within sixty (60) days of their receipt.
3. The CITY will construct the PROJECT using the design provided by the CITY and 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 23 CFR Part 635.104.
 - B. The CITY will certify to the STATE the project was constructed 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 in accordance with State requirements and procedures.
 - D. The STATE will reimburse the CITY for actual costs of construction, up to \$50,000, in accordance with Rhode Island General Laws, Chapter 42-11.1.
 - E. All costs for construction over \$50,000 are the responsibility of the CITY.
4. Upon completion, the CITY will be responsible for maintaining all aspects of the PROJECT at its own cost and expense.
5. This Agreement between the STATE and the CITY will be recorded in the Land Evidence Records or other appropriate office of the CITY.
6. This Agreement may only be amended through prior written agreement of all 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 _____ 2000.

RECOMMENDED FOR APPROVAL:



CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION

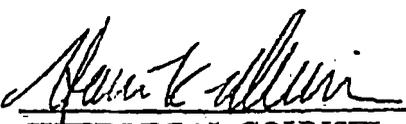
APPROVED:



DIRECTOR OF TRANSPORTATION

MAYOR, CITY OF PROVIDENCE

APPROVED AS TO FORM:

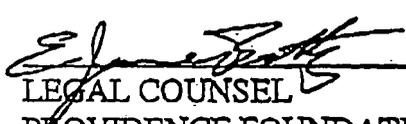


CHIEF LEGAL COUNSEL,
DEPARTMENT OF TRANSPORTATION

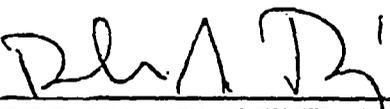
CHIEF LEGAL COUNSEL,
CITY OF PROVIDENCE



EXECUTIVE DIRECTOR
PROVIDENCE FOUNDATION
EXAMINED AND APPROVED:



LEGAL COUNSEL
PROVIDENCE FOUNDATION



DIVISION ADMINISTRATOR,
U. S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

RESOLUTION OF THE CITY COUNCIL

No.

Approved

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.

**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

Page 4 of 4

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: _____

Statement of Conflict of Interest
Pursuant to R.I. Gen. Laws § 36-14-6

I Patrick K Butler, holding the position of
Providence City Councilman hereby under oath
(job title or appointed/elected position and name of board/commission/agency/department)

depose and say:

1. A matter involving Chalkstone Realty, LLC is presently
before Providence City Council.
(name of board/commission/agency/department)

2. I have the following interest in the matter noted in paragraph 1 above:

I work for another company owned by
Chalkstone Realty, LLC

3. [Please select one of the following]:

A. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby
recuse from participating in the discussion of or taking
official action relating to said matter. (This does not prohibit
participation as a member of the public in an open meeting,
pursuant to Commission Regulation 7003.)

B. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby
state that despite the interest described above, I believe I am
able to participate fairly, objectively and in the public
interest regarding said matter for the following reasons:

Signed under the penalties of perjury this 4 day of April, 2002

Patrick K Butler
Signature

Statement of Conflict of Interest
Pursuant to R.I. Gen. Laws § 36-14-6

I Patrick K Butler, holding the position of
Providence City Councilman hereby under oath
(job title or appointed/elected position and name of board/commission/agency/department)

depose and say:

1. A matter involving Chalkstone Realty, LLC is presently
before Prov City Council.
(name of board/commission/agency/department)

2. I have the following interest in the matter noted in paragraph 1 above:

I work for another company owned by
Chalkstone Realty, LLC

3. [Please select one of the following]:

A. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby
recuse from participating in the discussion of or taking
official action relating to said matter. (This does not prohibit
participation as a member of the public in an open meeting,
pursuant to Commission Regulation 7003.)

B. In compliance with R.I. Gen. Laws § 36-14-6(1), I hereby
state that despite the interest described above, I believe I am
able to participate fairly, objectively and in the public
interest regarding said matter for the following reasons:

Signed under the penalties of perjury this 21 day of March, 2002.

Patrick K Butler
Signature