

RESOLUTION OF THE CITY COUNCIL

No. 237

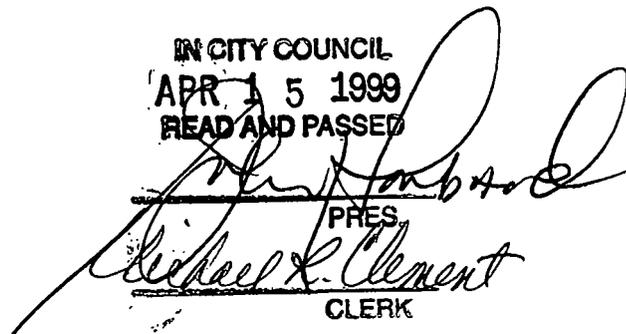
Approved April 23, 1999

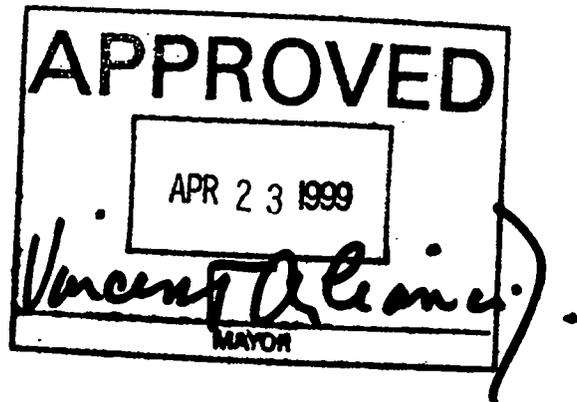
RESOLVED, DECREED and ORDERED:

WHEREAS, the State of Rhode Island wishes to undertake certain roadway construction in the City of Providence with reference to South Water Street and Interstate 195.

WHEREAS, the proposed construction will reduce vehicular congestion and provide for safer vehicular and pedestrian traffic.

NOW THEREFORE BE IT RESOLVED, That His Honor the Mayor is authorized to execute said agreement substantially in the form attached hereto subject to those amendments that the Mayor and the City Solicitor deem necessary.

IN CITY COUNCIL
APR 15 1999
READ AND PASSED

PRES.
Michael R. Clement
CLERK

APPROVED
APR 23 1999

MAYOR

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution

Barbara A. Grier
3/30/99 Clerk

APPROVED
MAY 5 1999
S. 1000

IMPROVEMENTS TO INTERSTATE ROUTE I-195

CONTRACT 1 - SOUTH WATER STREET

PROVIDENCE, RHODE ISLAND

Rhode Island Federal-Aid Project Nos. NHS-1954(043) & STP-1954(044)

Rhode Island Contract No. 9910

MAINTENANCE AGREEMENT

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, has selected the above-referenced Project in the City of Providence, 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, subject, however, to various conditions including that the MUNICIPALITY shall provide for the proper maintenance after completion of the improvements.

NOW THEREFORE, the STATE and the MUNICIPALITY hereby 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 Project.
2. The MUNICIPALITY will allow the STATE to enter onto its property for purposes of constructing the Project and the improvements.
3. Prior to construction of the Project, the MUNICIPALITY will remove, by its own forces any and all municipally-owned materials including but not limited to traffic signal systems, granite curb and directional/regulatory/warning signs, which the MUNICIPALITY desires salvaged and stockpiled. Should the MUNICIPALITY fail to remove said materials, the MUNICIPALITY will reimburse the STATE for all costs incurred relative to the handling, hauling and disposal of said materials to the MUNICIPALITY's designated storage site.

4. Upon completion of the Project, 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 islands, 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 this Project. 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) maintain all portions of the Project at its own cost and expense, including, but not limited to, the roadway, boardwalks, pavilions and landscaping items as noted on Attachment B, after construction is completed, in a manner satisfactory to the STATE and will make ample provision each year for such maintenance.

5. All work performed under this Project 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 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.

ATTACHMENT A

DESCRIPTION: R.I. CONTRACT NO. : 9910
R.I. FEDERAL AID PROJECT NOS: NHS-1954(043) & STP-1954(044)

This project, located in the County of Providence, City of Providence, Rhode Island, is for the reconstruction of South Water Street and construction of new riverwalls between Crawford Street and James Street. Waterfront structural work includes: removal and disposal of existing concrete and rubble riverwalls and riprap and piles; construction of new riverwalls with steel sheet piling foundations with and without steel wale and tieback systems, pile foundations, reinforced cast-in-place concrete and granite masonry wall caps; boardwalks with timber piles; and incidental dredging. Highway work includes pavement removal; new flexible pavement; drainage; lighting; sidewalks; landscaping and urban amenities; traffic control; pavement markings and signs; earth excavation; and all other incidentals, complete and accepted within the contract.

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 _____, 19__.

Recommended for Approval:

Municipality:

Chief Engineer
Department of Transportation

By: _____
Title

Approved as to form:

Chief Legal Counsel
Department of Transportation

Examined and Approved: _____, _____

Approved:

Director
Department of Transportation

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

ATTACHMENT B (CONTINUED)

ATTACHMENT B

ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY
701.9906	VERTICAL DRAINAGE MAT	LF	226.0
804.9901	TROPICAL HARDWOOD TIMBER PILES	LF	6,719.0
804.9903	MARKER PILE	EACH	6.0
806.9901	TIMBER CONSTRUCTION USING TROPICAL HARDWOOD (DECKING)	MBF	20.1
806.9902	TIMBER CONSTRUCTION USING TROPICAL HARDWOOD (STRINGERS & BRACING)	MBF	9.7
806.9903	TIMBER CONSTRUCTION USING TROPICAL HARDWOOD (BEAMS)	MBF	16.9
809.9901	PRECAST CONCRETE BOAT RAMP PLANKS	EACH	56.0
834.9901	GRANITE CAP STONE	LF	566.0
834.9902	GRANITE STONES UNDER LIGHT POST	EACH	7.0
834.9903	VERTICAL FACE GRANITE CURB STRAIGHT 6" X 18"	LF	120.0
834.9904	VERTICAL FACE GRANITE CURB STRAIGHT 6"X11¼"	LF	20.0
834.9905	GRANITE BENCH	EACH	1.0
900.9941	CAST-IN-PLACE LANDSCAPE WALLS NORTH & SOUTH	LS	1.0
900.9943	CAST-IN-PLACE CONCRETE STAIR	LS	1.0
900.9944	PAVILIONS NORTH AND SOUTH	LS	1.0
900.9945	PRECAST CONCRETE BASE TYPE A	EACH	3.0
900.9946	PRECAST CONCRETE BASE TYPE B	EACH	4.0
900.9947	PRECAST CONCRETE BASE TYPE C	EACH	8.0
900.9948	PRECAST CONCRETE BLOCK SEAT	EACH	21.0
900.9949	PRECAST CONCRETE BLOCK STEPPED WALL	LS	1.0
900.9950	PRECAST CONC. BLOCK FOR STAIR CHEEK WALLS	EACH	4.0
900.9951	PRECAST CONCRETE MARKER SLAB	EACH	9.0
902.9901	CABLE RAILING SYSTEM ON WALL	LF	604.0

ATTACHMENT B (CONTINUED)

ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY
902.9902	CABLE RAILING SYSTEM ON BOARDWALK	LF	638.0
902.9903	LIGHT POST BOLLARD	EACH	8.0
902.9904	BOLLARD CHAIN	LF	53.0
902.9905	CONCRETE FILLED BOLLARD	EACH	1.0
902.9906	BOARDWALK STAIR RAILING	LF	25.0
902.9907	STAIR RAILING AT CONCRETE STAIR	LF	24.0
904.9901	PORTLAND CEMENT SIDEWALK EXPOSED AGGREGATE FINISH	SY	661.0
904.9903	BRICK WALKWAY ON RIGID BASE	SF	2,961.0
904.9904	BRONZE PAVEMENT MARKER	EACH	9.0
904.9971	PARK SIGN TYPE A	EACH	2.0
904.9972	PARK SIGN TYPE B	EACH	1.0
904.9973	GRAPHIC PANELS NORTH	EACH	2.0
904.9975	GRAPHIC PANEL SOUTH	EACH	1.0
905.9902	LANDSCAPE BOULDER TYPE A	LF	103.0
905.9903	LANDSCAPE BOULDER TYPE B	LF	85.0
L02.0102	RESIDENTIAL SEEDING (TYPE 2)	SY	2,914.0
L06.9901	LIQUIDAMBAR STYRACIFLUA	EACH	25.0
L06.9902	QUERCUS BOREALIS 3"-3 1/2" CAL. B&B	EACH	3.0
L06.9903	TILIA CORDATA 'GREENSPIRE' 3 1/2" CAL. B&B	EACH	10.0
L06.9904	JUNIPERUS CONFERTA 'BLUE PACIFIC' 15-18" #3 CONT.	EACH	15.0
L06.9905	ILEX GLABRA COMPACTA 2'- 2 1/2' B&B	EACH	25.0
L06.9906	MYRICA PENNSYLVANICA 2 1/2' - 3' B&B	EACH	11.0
L06.9907	PRUNUS MARITIMA 3' - 4' #7 CONT.	EACH	8.0
L06.9908	ROSA RUGOSA PINK 2 1/2' - 3' #3 CONT.	EACH	6.0
L06.9909	ROSA RUGOSA MIXED 2'- 2 1/2' B&B	EACH	71.0
L06.9912	PEA STONE 4" DEEP	SF	175.0

ATTACHMENT B (CONTINUED)

ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY
L15.9902	TRASH RECEPTICAL	EACH	4.0
L15.9903	BIKE RACK	EACH	1.0
L15.9904	FLAG POLE	EACH	3.0
L15.9905	BENCH TYPE A 8'	EACH	5.0
L15.9906	BENCH TYPE A 6'	EACH	2.0
L15.9908	BENCH TYPE B 4'	EACH	1.0
L15.9909	CAPSTAN	EACH	2.0
T02.9901	LIGHTING STANDARD TYPE 1A	EACH	11.0
T02.9902	LIGHTING STANDARD TYPE 1B	EACH	2.0
T02.9903	LIGHTING STANDARD TYPE 1C	EACH	8.0
T02.9904	LIGHT TYPE IIB	EACH	8.0
T04.6902	'2' STRANDED COPPER CONDUCTOR 600V INSULATION	LF	16,275.0
T04.7300	IN-LINE FUSED DISCONNECT DEVICE WITH FUSE WEATHERPROOF	EACH	46.0
T04.7400	IN-LINE UNFUSED DISCONNECT DEVICE	EACH	23.0
T04.7502	TWO WAY SPLICE	EACH	21.0
T04.7503	SEMI-PERMANENT 3-WAY SPLICE	EACH	51.0
T05.0100	HANDHOLE -TYPE A PRECAST (STDS 18.9 OR 18.10)	EACH	30.0
T06.1020	2 IN. RIGID STEEL CONDUIT - UNDERGROUND	LF	3,040.0
T06.1030	3 IN. RIGID STEEL CONDUIT - UNDERGROUND	LF	925.0
T06.1040	4 IN. RIGID STEEL CONDUIT - UNDERGROUND	LF	250.0
T06.2020	2 IN. RIGID STEEL CONDUIT - OVERHEAD	LF	200.0
T09.1000	SERVICE PEDESTAL	EACH	1.0