

**THE CITY OF PROVIDENCE**  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

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# RESOLUTION OF THE CITY COUNCIL

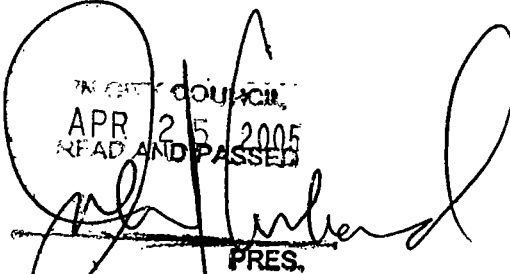
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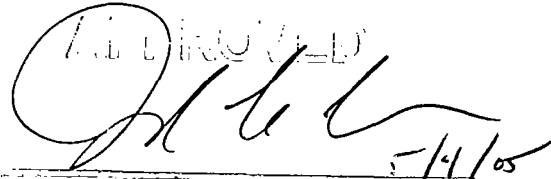
*Approved* May 4, 2005

WHEREAS, the State of Rhode Island proposes to undertake roadway rehabilitation and/or improvements 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 Construction and Maintenance Agreement with the State of Rhode Island with respect to the Street Improvements for Dean Street, Cahir Street, and Stewart Street, Rhode Island Design Contract No. 2000-EH-006. Said Agreement shall be substantially in the form exhibited in Attachment "A", subject to such modifications as may be recommended by the Mayor and/or the Law Department.

CITY COUNCIL  
APR 25 2005  
READ AND PASSED  
  
PRES.  
Michael B. Clement  
CLERK (Cob)

  
MAYOR

IN CITY COUNCIL  
SEP 2 2004  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS  
Michael R. Clement  
CLERK

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution  
Ann M. Stein  
Clerk  
4-14-05



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation  
ENGINEERING DIVISION

Two Capitol Hill, Rm. 226  
Providence, RI 02903-1124  
PHONE 401-222-2023  
FAX 401-222-3006; TDD 401-222-4971

RECEIVED  
AUG 19 2004  
CIVIL ENGINEERING  
DIVISION

Mr. Michael Clement, City Clerk  
c/o Ms. Adrienne Southgate  
Providence City Hall  
25 Dorrance Street  
Providence, RI 02903

August 19, 2004

Subject: Dean Street, Cahir Street and Stewart Street Improvements  
Providence, Rhode Island  
R.I.C. No. 200-EH-006  
F.A.P. No. STP-REC(001)  
**C&M Agreement**

Dear Mr. Clement:

We are writing with regard to the Dean Street, Cahir Street and Stewart Street Improvements project. We respectfully request your assistance in processing the Construction and Maintenance (C&M) Agreement for signature. The limits extend from West Exchange Street to Point Street, a total of approximately 0.91 miles. Construction is anticipated to begin in the Spring of 2005. Please retain one signed copy for your records.

Should you have any questions or require additional information, please contact me or the Project Engineer, David Capalbo at 222-2023 ext. 4018, or this office.

Sincerely,

**Kazem Farhoumand, P.E.**  
Deputy Chief Engineer

DEC/

cc: Messrs. Parker, Farhoumand, Smith; file  
Ms. Adrienne Southgate, City Legal Council

IN CITY COUNCIL  
SEP 2 2004  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS

  
CLERK

COMMUNICATION

**Dean Street, Cahir Street and Stewart Street Improvements**

**Rhode Island Design Contract Number: 2000-EH-006**

**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**, has selected the Dean Street, Cahir Street and Stewart Street Improvements, (hereinafter referred to as the **PROJECT**) 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**.

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 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. Removal of light standard foundations, light standards and luminaries within the **PROJECT** will be those exclusively shown on the Plans; the contractor who is awarded the construction job will be stockpiling them at the Providence Department of Public Works on 60 Ernest Street as part of this **PROJECT**.

4. Upon completion of the **PROJECT**, the **MUNICIPALITY** will maintain all portions of the **PROJECT**, including the traffic control signals installed in accordance with the **PROJECT** Plans and Specifications that are listed below, at its own cost and expense, and will make ample provision each year for such maintenance;

Dean Street and Atwells Avenue  
Dean Street and Broadway  
Dean Street/Cahir Street and Westminster Street  
Cahir Street/Stewart Street and Broad Street

5. 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; and

(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.

6. 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.

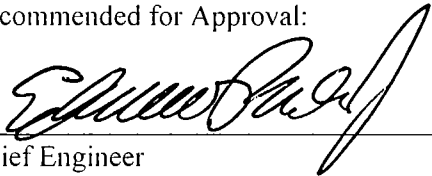
7. This Agreement may be amended only after the prior approval of the Division Administrator, Federal Highway Administration, has been obtained as to such proposed amendment.

8 (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 there under.


8 (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 \_\_\_\_\_, 2004.

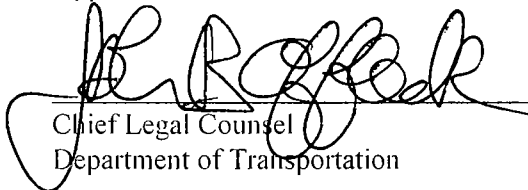
Recommended for Approval:

  
\_\_\_\_\_  
Chief Engineer  
Department of Transportation

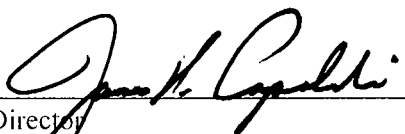
Municipality: City of Providence

By:   
\_\_\_\_\_  
Mayor

Approved as to form:

  
\_\_\_\_\_  
Chief Legal Counsel  
Department of Transportation

Approved:

  
\_\_\_\_\_  
Director  
Department of Transportation

\_\_\_\_\_  
NOT APPLICABLE

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

Dean Street, Cahir Street and Stewart Street Improvements  
Rhode Island Design Contract Number: 2000-EH-006  
Construction & Maintenance Agreement  
Municipal Highway  
Federal Funds  
by and between the State of Rhode Island and Providence Plantations  
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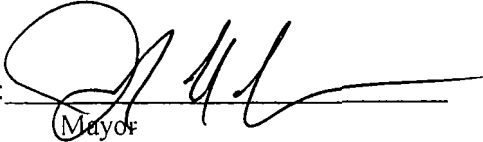
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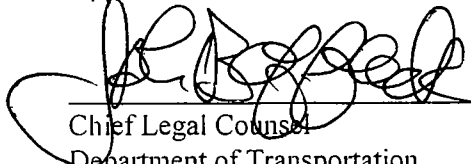
Recommended for Approval:

  
\_\_\_\_\_  
Chief Engineer  
Department of Transportation

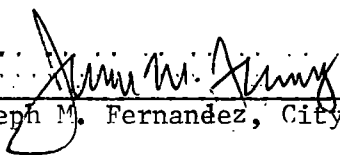
Municipality: City of Providence

By:   
\_\_\_\_\_  
Mayor

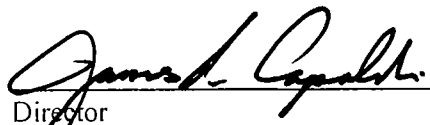
Approved as to form:

  
\_\_\_\_\_  
Chief Legal Counsel  
Department of Transportation

Approved as to Form:

  
\_\_\_\_\_  
Joseph M. Fernandez, City Solicitor

Approved:

  
\_\_\_\_\_  
Director  
Department of Transportation

Dated: 5 May 05

\_\_\_\_\_  
NOT APPLICABLE

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

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
Rhode Island Department of Transportation  
ENGINEERING DIVISION  
Two Capitol Hill, Rm. 226  
Providence, RI 02903 - 1124

PRESORTED  
FIRST CLASS



FILED  
AUG 24 11 59 AM '04  
DEPT. OF CITY CLERK  
PROVIDENCE, R.I.

MR. MICHAEL CLEMENT, CITY CLERK  
C/O ADRIENNE SOUTHGATE  
PROVIDENCE CITY HALL  
25 DORRANCE STREET  
PROVIDENCE, RI 02903

FAJZSM3 02903

