

WESTMINSTER STREET REVITALIZATION

OLNEYVILLE STREETSCAPE

by and between

THE DEPARTMENT OF TRANSPORTATION

and the

CITY OF PROVIDENCE

AMENDMENT NUMBER ONE

AGREEMENT made and entered into by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (hereinafter the STATE) and the CITY OF PROVIDENCE (hereinafter the CITY).

WHEREAS, the STATE and the CITY entered into an agreement on June 16, 2003; and

WHEREAS, the STATE and the CITY wish to amend this AGREEMENT to include additional traffic signal replacement as a component of the Westminster Street Revitalization (hereinafter the PROJECT);

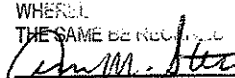
WHEREAS, the STATE and the CITY recognize that PROJECT funds may be reduced based upon the Obligational Authority Limitations. The STATE will also work with the Transportation Enhancement Advisory Committee (TEAC) to set priorities based on limitations on available funding.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the STATE and the CITY hereby agree as follows:

1. Paragraph 1 is deleted in its entirety and replaced with the following:

1. The PROJECT will consist of design and construction of Americans with Disability Act (ADA) compliant infrastructure improvements, including but not limited to lighting, sidewalks, wheelchair ramps, bicycle lanes, crosswalks and tree planting on Westminster Street from the I-95 service road to Olneyville Square. The PROJECT will also include design and construction of transit friendly amenities developed in close coordination with the Rhode Island Public Transit Authority in Olneyville Square and reconstruction of two (2) traffic signals at the intersection of Hartford Avenue and Manton Avenue and Barton Street and Westminster Street. The STATE has agreed to make its funds available for construction of the project.

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WHEREAS
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A. The STATE has agreed to contribute funds not exceeding One Million and Thirty Five Thousand Dollars (\$1,035,000) towards the PROJECT; of this amount Eight Hundred Twenty Eight Thousand Dollars (\$828,000) is federally funded and Two Hundred and Seven Thousand Dollars (\$207,000) is State funded.

B. The source of STATE funds is as follows:

i.) The transportation enhancement share of funds shall not exceed Seven Hundred Eighty Five Thousand Dollars (\$785,000), of this amount Six Hundred and Twenty Eight Thousand Dollars (\$628,000) is federally funded and One Hundred Fifty Seven Thousand Dollars (\$157,000) is State funded.

ii.) The traffic signal reconstruction will occur through the use of Traffic Safety Funds at an estimated amount of Two Hundred Fifty Thousand Dollars (\$250,000), of this estimated amount Two Hundred Thousand Dollars (\$200,000) is federally funded and Fifty Thousand Dollars (\$50,000) is State funded.

2. Paragraph 3 is deleted in its entirety and replaced with the following:

3. The CITY will be responsible for payment of all costs associated with design and construction of the PROJECT; the STATE will reimburse the CITY for the costs of construction as follows:

i.) Up to and not exceeding Seven Hundred and Eighty Five Thousand Dollars (\$785,000) for transportation enhancement costs, costs in excess of said reimbursement are the responsibility of the CITY.

ii.) Up to and not exceeding Two Hundred and Fifty Thousand Dollars (\$250,000); or the value of the final engineer's estimate for the traffic signal reconstruction. The STATE will be responsible for reimbursement of the costs of any construction change orders subject to prior review and approval by the STATE. The STATE reserves the right to reject reimbursement on any change order not deemed essential.

iii.) FHWA will directly reimburse the CITY for design and construction of the Olneyville Streetscape portion of the PROJECT, which is comprised of streetscape improvements to Olneyville Square and related radial work on Plainfield Street, Manton Avenue and Valley Street.

3. Paragraph 4 of this AGREEMENT is deleted in its entirety and replaced with the following:

4. The CITY will construct the PROJECT using the design approved by the STATE.

A. In awarding the construction contract to the lowest qualified bidder, the CITY will use competitive bidding for the PROJECT in conformance with 23 CFR Part 635 and will also comply with the provisions of Title 37 Chapter 2 of the Rhode Island General Laws.

B. The CITY will obtain consultant services for construction oversight within the State right-of-way. Said consultant services will monitor construction activities to ensure and certify the work is accomplished in accordance with the approved plans and specifications. The CITY will provide a copy of said certification to the STATE for each reimbursement invoice for construction. In addition, the CITY will provide a copy of a Final Report on the PROJECT to the STATE. The report will contain a summary of costs along with a certification that the PROJECT was constructed in accordance with the approved plans and specifications.

C. The CITY will invoice the STATE for work done by the contractor on the PROJECT in accordance with State requirements.

4. Paragraph 5 is hereby deleted in its entirety and replaced with the following:

5. Upon completion, the CITY will be responsible to maintain all aspects of the PROJECT in accordance with the plans and specifications developed for the PROJECT at its own cost and expense. In addition, with respect to the traffic signals constructed as part of the PROJECT, the CITY 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 the 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 the 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 the project shall be in effect prior to completion of construction; and
- e) Maintain all portions of the PROJECT, in accordance with the plans and specifications, at its own cost and expense, and will make ample provision each year for such maintenance.

Paragraph 7 is added as follows:

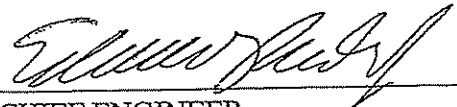
- 7. All costs billed under this AGREEMENT are subject to audit. The CITY agrees to maintain all records pertaining to the costs incurred in performance of this AGREEMENT for a period of three (3) years from the date of final payment.
5. All other terms and conditions of the AGREEMENT shall remain in full force and effect.


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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 _____, 2007.

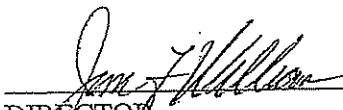
RECOMMENDED FOR APPROVAL:


APPROVED:


CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 2/14/07



ASSOCIATE CHIEF ENGINEER
DEPT. OF TRANSPORTATION
DATE: 2/12/07

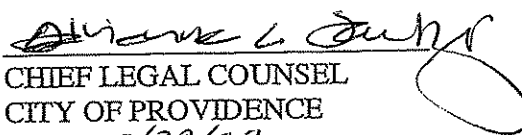
APPROVED:


DIRECTOR
DEPARTMENT OF TRANSPORTATION
DATE: 2/13/07

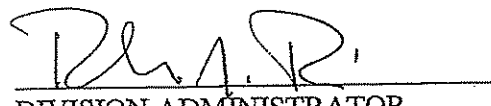

MAYOR
CITY OF PROVIDENCE
DATE: _____

APPROVED AS TO FORM:


CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 2-12-07


CHIEF LEGAL COUNSEL
CITY OF PROVIDENCE
DATE: 7/29/08

EXAMINED AND APPROVED:


DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 3/9/07

WESTMINSTER STREET REVITALIZATION

OLNEYVILLE STREETSCAPE

By and Between

THE DEPARTMENT OF TRANSPORTATION

and the

CITY OF PROVIDENCE

AMENDMENT NUMBER TWO

AGREEMENT made and entered into by and between the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS (hereinafter the STATE) and the CITY OF PROVIDENCE (hereinafter the CITY).

WHEREAS, the STATE and the CITY entered into an agreement on June 16, 2003; and

WHEREAS, the STATE and the CITY wish to amend this AGREEMENT to define maintenance responsibilities of the PROJECT.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the STATE and the CITY agree as follows:

1. Paragraph 5 is deleted in its entirety and replaced with the following:
 5. 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. In addition, with respect to the traffic signals constructed as part of the PROJECT, the CITY 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 the 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 the 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 the PROJECT shall be in effect prior to completion of construction; and
- e) Maintain all portions of the PROJECT, IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS, at its own cost and expense, and will make ample provision each year for such maintenance.

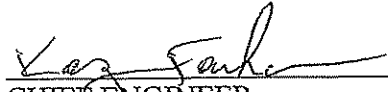
2. Paragraph 8 is added as follows:

- 8. The Mayor will take any and all steps to receive authority from the City Council to enter into and execute this Amendment including but not limited to submitting this Amendment to the City Council for ratification and delivering proof thereof to the State.

3. All other terms and conditions of the AGREEMENT shall remain in full force and effect.

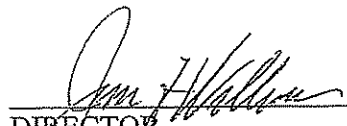
IN WITNESS WHEREOF, the STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS and the CITY OF PROVIDENCE have caused this AGREEMENT to be executed by duly authorized officials on the _____ day of _____, 2007.

RECOMMENDED FOR APPROVAL:




CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 2/7/07

APPROVED:




DIRECTOR
DEPARTMENT OF TRANSPORTATION
DATE: 2/12/07

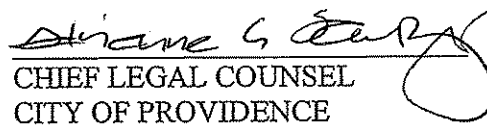


MAYOR
CITY OF PROVIDENCE
DATE: _____

APPROVED AS TO FORM:

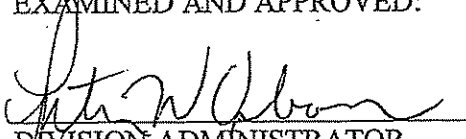


CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 9/12/07



CHIEF LEGAL COUNSEL
CITY OF PROVIDENCE
DATE: 7/27/08

EXAMINED AND APPROVED:



DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 12/27/07