



CITY OF PROVIDENCE

Angel Taveras, Mayor

Date: May 29, 2012

Anna Stetson
City Clerk
City hall
25 Dorrance Street
Providence, RI 02903

**Re: Construction and Maintenance Agreement
Atwells Ave. Bridge No. 975**

Dear Anna:

Attached are three originals of the Atwells Ave. Bridge No. 975 Construction and Maintenance Agreement. This requires city council approval. Please put this on the agenda for the next council meeting. RIDOT requires this agreement be approved by the city council prior them advertising the project for construction. They are trying to advertise the project by the end of July 2012. If it is not reasonable to obtain full city council approval of the agreement by the end of July please contact me.

Once the agreement is approved by the city council please keep one original for the city records and send the other 2 originals to me. I will send one to the Law department and one to RIDOT. All three of these originals should have a stamp or some other form of proof that this agreement was approved by the city council.

Very Truly Yours

Natale D. Urso, PE, PTOE
Deputy City Engineer

IN CITY COUNCIL
JUL 11 2012
READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED
 CLERK

Design R.I. Federal-Aid Project No.: FLD-EMRG (003)

Construction R.I. Federal-Aid Project No.:

**CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY
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 (the "STATE"), through its Department of Transportation and the CITY OF PROVIDENCE (the "MUNICIPALITY").

WHEREAS the STATE, in cooperation with the MUNICIPALITY, has selected the above-referenced Project in the City of PROVIDENCE, specifically Emergency Repairs to Atwells Ave Bridge No. 975 by superstructure replacement and approach repairs (further described in the attached Project Description and 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:

1. The STATE will advertise and award the Project in conformance with 23 CFR Part 635 and the provisions of Title 37, Chapter 2 of the Rhode Island General Laws. Thereafter, the STATE shall issue a Notice to Proceed to its contractor (the "Contractor"), who will construct the improvements in accordance with the Plans and Specifications for the Project.

2. After issuance of the Notice to Proceed to the Contractor, the MUNICIPALITY will allow the Contractor to enter onto its property, where applicable, for purposes of constructing the Project.

3. Upon completion of the Project, the MUNICIPALITY will:

(a) maintain all landscaping and sidewalk installed during construction of the Project within the State Right-of-Way;

(b) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the Project and chapters 12 through 27 of Title 31 of the Rhode Island General Laws;

(c) 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;

(d) enforce traffic regulations established in accordance with this Agreement;

(e) 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

(f) maintain the Project listed above in accordance with the Project Plans and Specifications, at its own cost and expense, and will make ample provision each year for such maintenance.

4. 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.

5. 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.

6. 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.

7. The MUNICIPALITY must notify the State's Maintenance Division at least 24 hours in advance of entering a traffic signal controller cabinet. The State's representative must be on site during maintenance of the Emergency Vehicle Priority Control System.

8. The Mayor will take all necessary steps to receive authority from the City Council to enter into and execute this Agreement including, but not limited to, submission of this Agreement to the City Council for ratification and submission of proof of such authority to the STATE prior to project advertisement.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized officials as of the date last written below.

Recommended for Approval:



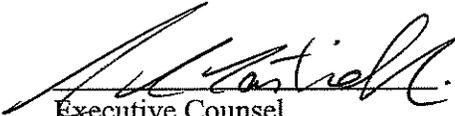
Chief Engineer
Department of Transportation
Date: 4/30/12

MUNICIPALITY:



Mayor
City of Providence
Date: 5/25/12

Approved as to form:



Executive Counsel
Department of Transportation
Date: 5/7/12

Approved as to form:



City Solicitor
Date: 5/23/12

Approved:



Director
Department of Transportation
Date: 5/9/12

Examined and Approval:

N/A

Division Administrator
U.S. Department of Transportation
Federal Highway Administration
Date: -

PROJECT DESCRIPTION

The project, located in the City of Providence, Providence County, Rhode Island is for the Emergency Repairs to Atwells Avenue Bridge No. 975 which carries Atwells Avenue over the Woonasquatucket River. The work under the contract includes, but is not limited to, superstructure demolition, utility relocation/replacement; staged construction; maintenance and protection of traffic; historic truss refurbishment; steel rolled sections; prefabricated exodermic deck and sidewalk, safety curb; two bar steel railing; pedestrian railing, granite curbing; abutment bridge seat replacement, abutment backwall modification, approach slab and earthwork, asphaltic plug deck joint system, new bearings, drilling and installing anchor bolts, drilling and grouting reinforcement and mortar joint repair abutments, repaving and restriping.

Superstructure demolition for Bridge No. 975 shall include, but not be limited to: timber deck, curbs, ductbank and beams, steel stringers, floorbeam and diaphragms, guardrail and connection hardware, steel bearing, cutting anchor bolt, bituminous pavement, temporary barrier, abutment backwall, approach slab, approach curb and sidewalk.