

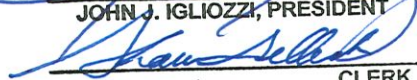
# RESOLUTION OF THE CITY COUNCIL

No. 383

Approved September 17, 2021

RESOLVED, That the Members of the Providence City Council hereby  
Authorize the Mayor of the City of Providence to enter into a Construction and  
Maintenance Agreement with the Rhode Island Department of Transportation for  
the purposes of roadway and sidewalk safety improvements on Mount Pleasant  
Avenue and North Main Street.

IN CITY COUNCIL  
SEP 16 2021  
READ AND PASSED

  
JOHN J. IGLIOZZI, PRESIDENT  
  
CLERK

I HEREBY APPROVE.

  
\_\_\_\_\_  
Mayor  
Date: 9/17/21

Intersection Safety Improvements (HSIP)

PTSID 0025Z

Design R.I. Federal-Aid Project No. STPG-HSIP-061

Design R.I. Contract No.: 2019-ET-020C

Construction R.I. Contract No.: TBD

**CONSTRUCTION & MAINTENANCE AGREEMENT/MUNICIPALITY**

**FEDERAL FUNDS**

by and between the

STATE OF RHODE ISLAND

and the

CITY OF PROVIDENCE

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This is an AGREEMENT entered into by and between the State of Rhode Island (the "State"), by and through the Rhode Island Department of Transportation ("RIDOT"), 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 roadway and sidewalk improvements on Mount Pleasant Avenue and North Main Street (additional information can be found in the incorporated Cooperative Agreement attached as EXHIBIT A), 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 sidewalks, roadways, drainage, signs, landscaping and any other structures installed during construction of the Project within the Municipal Right-of-Way;

(b) maintain in conformance with 23 U.S.C. § 116 and ADA/Section 504 requirements, all pedestrian facilities built with federal funds under this Agreement, which maintenance obligation includes reasonable snow and ice removal efforts, allowing only temporary interruptions in service or access;

(c) 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;

(d) 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;

(e) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;

(f) 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; Provided further that dated and attested copies of amendments to the Municipality's Ordinances necessary for the enforcement of any specific provisions will be forwarded by the Municipality to the State and all necessary Municipal Ordinances applicable to this Project, if any, shall be in effect prior to completion of construction;

(g) maintain the portions of 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; and

(h) pay for the design, construction and maintenance of the pavement on Mount Pleasant Avenue in accordance with the Cooperative Agreement between the Municipality and the State (EXHIBIT A).

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 applicable regulations, including the Federal-Aid Policy Guide (FAPG), which are hereby made a part of this Agreement by reference.

5. The Municipality will use or allow the use of the space above the existing grade of the subject roadway up to a plane of sixteen feet, four inches (16' 4"), or the minimum clearance plus four inches as approved by the State, for transportation purposes only, except the space above the existing grade necessary for foundations, vertical support facilities, and utility and mechanical systems. Any other space above and below the subject roadway may be used for purposes other than transportation only with the approval of the State and Federal authorities and in accordance with the provisions of the Federal-Aid Highway Act and its applicable regulations.

6. 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 above the subject roadway for purposes other than transportation, and said Agreement shall be submitted to the Federal Highway Administration for approval.

7. 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 to the State of City Council approval prior to Project advertisement. In the event that the City Council rejects the approval of this Agreement, neither the Mayor, the Municipality, nor the State shall have any obligations or responsibilities under this Agreement and its operation shall cease.

RI DEPARTMENT OF TRANSPORTATION

RECOMMENDED FOR APPROVAL:

Lori Fisette, MBA  
Administrator, Division of Project Management  
(Acting)  
RI Department of Transportation

DATE: 8/24/21

Robert Rocchio, PE  
Chief Engineer  
RI Department of Engineering

DATE: 8/26/21

John Igliozi, Esq.  
Asst. Director of Legal Services/  
Chief of Staff  
RI Department of Transportation

DATE: 8/24/21

Peter Alviti Jr., P.E.  
Director  
RI Department of Transportation

DATE: 8/26/21

Dawn Cruz  
Chief Financial Officer  
RI Department of Transportation

Date: 8/26/2021

CITY OF PROVIDENCE

RECOMMENDED FOR APPROVAL:

Jeffrey Dana  
City Solicitor

City of Providence

DATE: 9/2/21

The Honorable Jorge O. Elorza  
Mayor

City of Providence

DATE: 7/3/21

# **< EXHIBIT A >**

## **COOPERATIVE AGREEMENT**

Intersection Safety Improvements (HSIP) and Associated Roadway Improvements –  
Mount Pleasant Avenue & North Main Street

By and Between

**STATE OF RHODE ISLAND  
DEPARTMENT OF TRANSPORTATION**

And the

**CITY OF PROVIDENCE**

This is an AGREEMENT made and entered into by and between the State of Rhode Island, by and through the Rhode Island Department of Transportation (hereinafter, the RIDOT) and the City of Providence (hereinafter, the Municipality).

WHEREAS, the RIDOT is the recipient of transportation funds apportioned to the RIDOT under the Federal-Aid Highway Act, as amended and supplemented, and from other sources available for the purpose, and

WHEREAS, the RIDOT will pay for and construct, through its consultant(s) and contractor(s), the design and installation of the Project as described in EXHIBIT B (hereinafter the “Project” or “Improvements”) to the Construction and Maintenance Agreement, as part of the Safety Improvement project (Design RIC\_2019-ET-020C) on Mount Pleasant Avenue and North Main Street in the City of Providence (hereinafter the C&M Agreement); and

WHEREAS, the Municipality agrees to be responsible for the planning, layout and real estate absorbed by said Improvements within the municipal right-of-way along Mount Pleasant Avenue and North Main Street, and post-construction maintenance of said Improvements; and

WHEREAS, the RIDOT agrees to mill and pave Mount Pleasant Avenue from Smith Street to Beaufort Street, and North Main Street between and just beyond Doyle Avenue and Hewes Street, in the City of Providence as part of the Project; provided, however, that the Municipality agrees to fund the construction of said roadway paving, as well as any Change Orders resulting from the construction, and all incidentals related to its construction, consistent with the Municipality’s Commitment in the Engineer’s Estimate outlined in EXHIBIT C of the C&M Agreement; and

WHEREAS, the Project as described in EXHIBIT B of the C&M Agreement will be implemented under the provisions established in the Federal-Aid Policy Guide (FAPG) of the United States Department of Transportation, Federal Highway Administration, Federal regulations at Title 23 of the Code of Federal Regulations, and applicable State requirements and procedures; and

WHEREAS, the RIDOT and the Municipality recognize that Project funds may be reduced based upon obligational authority limitations; and

NOW THEREFORE, in accordance with the foregoing premises and the mutual obligations and consideration contained herein, the RIDOT and the Municipality hereby agree as follows:

1. The Project shall consist of elements as described in EXHIBIT B of the C&M Agreement.
2. The authorized start date of the Project for reimbursement purposes shall be the day the plans and contract documents are submitted to the RIDOT for review and approval.
3. The authorized start date of the Project for construction purposes shall be the RIDOT's Notice to Proceed.
4. Prior to the start of construction, the Municipality shall certify to the RIDOT that all improvements made as part of the Project are on public right-of-way and that no private properties, acquisitions, easements or other right-of-way permissions are required.
5. Any projected additional costs identified prior to or subsequent to the start of construction that is above the Engineer's Estimate as outlined in EXHIBIT C of the C&M Agreement and related to the Municipality's Commitment must be reviewed and mutually agreed upon in writing by RIDOT and the City prior to implementation. RIDOT in consultation with the City reserves the right to reduce the scope of any work on the Project if the bid prices or change orders are higher than the Engineers Estimate or exceeds available funds.
6. The RIDOT will select a Project Manager to administer the Project. Such administration will include but not be limited to the maintenance of a Project account, as well as processing invoices, change orders, and contract addenda. The RIDOT will maintain all financial records. The Municipality will provide a liaison during the planning and construction of the Project, who will serve as the point of contact for notification regarding any potential design or construction changes.
7. Pursuant to the provisions of Title 37, Chapter 14.1 of the General Laws of Rhode Island, the RIDOT reserves the right to require a plan to ensure that one or more Minority Business Enterprise (MBE) as defined therein, or Disadvantaged Business Enterprise (DBE) as provided in 49 CFR 26, has the maximum opportunity to compete for and perform contracts and subcontracts under this Agreement. These rules will apply to all work being done under this contract.
7. The RIDOT has selected a consultant to design the Project and develop the bid documents. All procurement actions by the RIDOT shall comply with 23 CFR Part 172.7, and 23 USC 112(b)(2). Federal reimbursement will be limited to the federal share of costs allowable under 48 CFR Part 31 (Federal Acquisition Regulations).
8. If the RIDOT is subject to the single audit requirements of (OMB) Circular No. A-133, the RIDOT shall submit a copy of the single audit report required under Office of Management and Budget (OMB) Circular A-133 for each year in which work was performed on the Project.

9. The RIDOT will construct the Project using the design approved by the Municipality subject to the following requirements:
  - A. In awarding the construction contract to the lowest qualified bidder, the RIDOT will use competitive bidding for the Project in conformance with 23 CFR Part 635 and will comply with all provisions of Title 37, Chapter 2 of the Rhode Island General Laws.
  - B. The RIDOT shall be responsible for ensuring that materials incorporated into the Project are in conformance with the RIDOT Standards and Specifications.
  - C. The RIDOT must certify that prevailing wage (Davis Bacon) rates have been paid during the construction of the Project. Certifications of prevailing wage rates must be provided with each invoice, subject to review and acceptance by the RIDOT in accordance with State procedures.
  - D. For projects within the Municipality's right-of-way, in accordance with 23 CFR 635.105, the RIDOT shall assign an engineer to ensure that the Project receives adequate supervision and inspection to ensure that the Project is completed in accordance with approved plans and specifications.
10. The following are the General Program Requirements for the submission of reimbursement requests by the RIDOT:
  - A. The DOT shall invoice the Municipality for reimbursement for those portions of the Project toward which the Municipality committed to contribute funding consistent with Exhibit C of the C&M Agreement. Said invoicing shall be for the design and construction work as submitted by the design consultant(s) and approved contractor(s) and accepted by both the City and RIDOT in accordance with the RIDOT requirements and procedures. The costs for the Municipality's portion of the work may exceed the Engineers Estimate in EXHIBIT C of the C&M Agreement only after RIDOT consultation with City as outlined in Section 5 of this AGREEMENT.
  - B. The RIDOT shall submit reimbursement requests for the design and construction of said work while the Project is in construction, with a cover letter signed by RIDOT's Project Manager containing the following language and provisions:

"I hereby certify that the materials and work for which payment is being requested meets the requirements of the contract documents and approved change orders in all respects, except as noted below. This certification is made in full cognizance of the Federal False Statements provision under United States Code, title 18, section 1020, and I am duly authorized to certify on behalf of the Rhode Island Department of Transportation."




- C. The Municipality agrees to reimburse the DOT on said reimbursement requests within 90 (ninety) days of receipt with appropriate backup documentation.
11. The following are the General Program Requirements for the finalization and closeout of the Project:
- A. Finalization and acceptance of the Project shall be performed by the RIDOT and the Municipality. The following items are required to finalize and close the Project:
    - 1. Final inspection report;
    - 2. Corrective action plan(s) and Punch List resolutions;
    - 3. Letter of Project acceptance certifying that the Project has been completed in accordance with the contract documents;
    - 4. MBE/DBE certification;
    - 5. Prevailing Wage Rate Certification (Davis Bacon);
    - 6. Anti-Collusion Certification;
    - 7. Materials Testing Certifications;
    - 8. Certification by the Project Manager that all certificates of compliance and mill certifications are on file;
    - 9. Copy of Single Audit Report(s) issued in years in which work was performed or a copy of the program specific audit, if applicable;
    - 10. Equal Employment Opportunity statement; and
    - 11. As-built plans, confirming installation as proposed on plans or indicating deviations from the plans.
12. The Project shall be subject to inspections by the RIDOT in consultation with the Municipality in accordance with State-funded project procedures. All findings must be satisfactorily addressed before final reimbursement.
13. Upon completion of the Project, the Municipality will be responsible for maintaining all aspects of the Project in accordance with the plans and specifications developed for the Project at its own cost and expense within the municipal right-of-way. Nothing contained herein constitutes an assumption by the Municipality of maintenance responsibility not already placed on the Municipality by applicable Rhode Island law, for assets owned by the RIDOT and within the State right-of-way at the intersection of Smith Street and Mount Pleasant Avenue, which are the responsibility of RIDOT, including but not limited to the traffic signal and other improvements at said intersection.
14. All costs billed under this AGREEMENT are subject to audit. The RIDOT agrees to maintain all records pertaining to the costs incurred in performance of the Project and this AGREEMENT for a period of three (3) years from the date of final reimbursement.
15. The RIDOT reserves the right to terminate this AGREEMENT if State or federal funds are rescinded or not authorized.

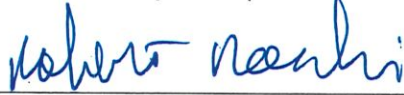
16. This AGREEMENT may not be altered or amended except by written agreement signed by all parties.

RI DEPARTMENT OF TRANSPORTATION

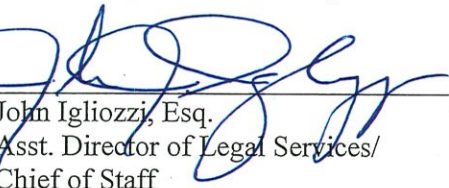
RECOMMENDED FOR APPROVAL:

  
Lori Fisette, MBA  
Administrator, Division of Project Management  
(Acting)  
RI Department of Transportation


DATE: 8/24/21

  
Robert Rocchio, P.E.  
Chief Engineer  
RI Department of Transportation

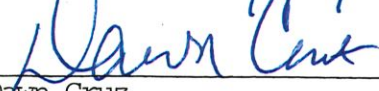
DATE: 8/26/21

  
John Iglioizzi, Esq.  
Asst. Director of Legal Services/  
Chief of Staff  
RI Department of Transportation

DATE: 8/24/21

  
Peter Alviti Jr., P.E.  
Director  
RI Department of Transportation


DATE: 8/24/21

  
Dawn Cruz  
Chief Financial Officer  
RI Department of Transportation

DATE: 8/26/2021

CITY OF PROVIDENCE

RECOMMENDED FOR APPROVAL:

  
Jeffrey Dana  
City Solicitor  
City of Providence

DATE: 9/2/21

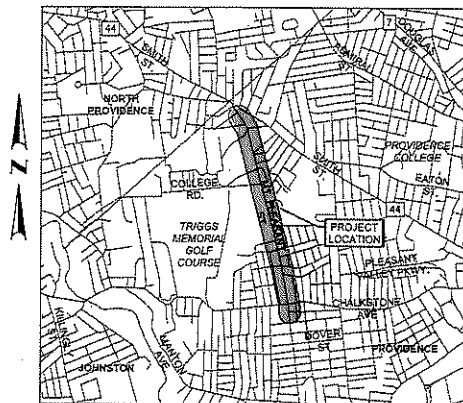
  
The Honorable Jorge O. Elorza  
Mayor  
City of Providence

DATE: 9/3/21

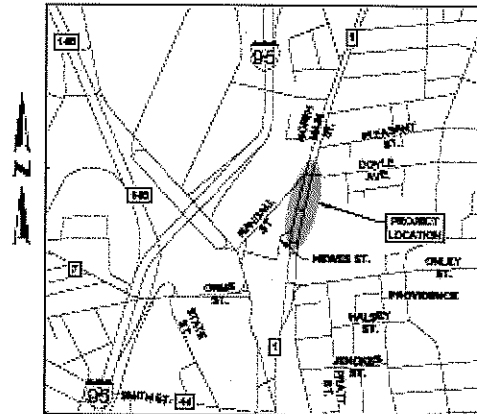
## <EXHIBIT B>

### Project Description/Location

This project includes improvements on Mount Pleasant Street between Smith Street and Beaufort Street and on North Main Street between and just beyond Doyle Avenue and Hewes Street, including but not limited to roadway, concrete sidewalks and traffic signal improvements, bump outs, raised crosswalks, raised intersection, ADA compliant curb ramps, granite curb, traffic signs, accessible pedestrian signals, school zone flashing beacons, rectangular rapid flashing beacons, epoxy resin pavement markings, milling and overlay of the roadway, cutting and matching pavement, traffic control, and all other incidentals necessary to complete the work to the satisfaction of the State and the City of Providence.



Location 1 (Providence)  
MOUNT PLEASANT AVE.  
FROM SMITH ST. (RTE. 44) TO BEAUFORT ST.  
SCALE: 1"=2,000'



Location 2 (Providence)  
NORTH MAIN ST. (RTE. 1) AT BEAUFORT ST. TO DOYLE AVE.  
SCALE: 1"=1,000'

<EXHIBIT C>

Highway Safety Improvement Project  
Providence/Johnston

RIDOT Design RIC: 2019-ET-020C

1/29/2021

\*Final Estimate of Additional Work on Mount Pleasant Ave; RIDOT to invoice City for actual costs based on contract award

City of Providence Commitment

Item Code	Description	Quantity	Unit Price	Cost
206.0301	Compost Filter Sock	66	\$6.00	\$396.00
401.2000	Class 12.5 HMA	2,160	\$125.00	\$270,000.00
403.0300	Asphalt Emulsion Tack Coat	16780	\$0.50	\$8,390.00
707.1000	Adjusting Sanitary Manhole	29	\$500.00	\$14,500.00
708.9041	Cleaning Catch Basins	12	\$325.00	\$3,900.00
708.9042	Cleaning Manholes	15	\$105.00	\$1,575.00
712.0100	Water Gate Box	5	\$515.00	\$2,575.00
712.0200	Gas Gate Box	5	\$550.00	\$2,750.00
713.8269	Adjust Wate Gate Box	14	\$125.00	\$1,750.00
713.8300	Adjust Gate Gate Box	16	\$125.00	\$2,000.00
935.0400	Micro Milling	16780	\$3.75	<u>\$62,925.00</u>
Additional Paving Construction Estimate		<b>Subtotal:</b>		<b>\$370,761.00</b>
Additional Paving Design Estimate		<b>Subtotal:</b>		<b>\$15,950.00</b>