

RESOLUTION OF THE CITY COUNCIL

No. 306

Approved July 29, 2016

WHEREAS, The State of Rhode Island proposes to build a primarily off-road bikeway along and within a City park as well as on-road bike lanes within a City street; and

WHEREAS, Said improvements will also include relocation of the existing City dog park and environmental remediation planning per the Coastal Resources Management Council's Assent.

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 Blackstone River Bikeway - Segment 1A, Contract No. 2015-CH-090. 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.

IN CITY COUNCIL

JUL 21 2016

READ AND PASSED

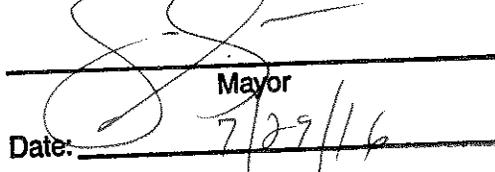


PRES.



CLERK

I HEREBY APPROVE



Mayor
Date: 7/29/16

Rhode Island Construction Contract Number: 2015-CH-090
CONSTRUCTION AND MAINTENANCE AGREEMENT

by and between the
State of Rhode Island and Providence Plantations
and the
City of Providence
For
BLACKSTONE RIVER BIKEWAY -- SEGMENT 1A

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 (further described in the attached Project Description and the aerial map and hereinafter referred to as the PROJECT) for improvements, under the provisions established in the Federal Transportation Acts and policy 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 23CFR Part 635 and the provisions of Title, 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 PROJECT 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 STATE to enter onto its property for purposes of constructing the PROJECT.

3. Upon completion of the **PROJECT**, the **MUNICIPALITY** will maintain all portions of the **PROJECT**, in accordance with the **PROJECT** Plans and Specifications at its own cost and expense and will make ample provision each year for such maintenance. Maintenance is hereby defined to include all pavement, grass slopes/shoulders, grass swales, fence, wooden bikeway railing, drainage structures and pipes, wheel chair ramps, signs, striping, graffiti removal, and litter pick-up, and the city dog park with associated fencing. Excluded from this agreement is guardrail, Coastal Resources Management Council mitigation planting, and adjacent new fence install on private property;

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; and;

(d) 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.

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, as aforementioned, which are hereby made a part of this Agreement by reference.

6. 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 advertising the **PROJECT** out to bid.

7. 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 bikeway 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 bikeway 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. 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 9th day of March, 2016.

Recommended for Approval:

DEPARTMENT OF TRANSPORTATION

David W. Fox

Chief Engineer
Department of Transportation

Date: 2-26-16

MUNICIPALITY

[Signature]

Mayor
City of Providence

Date: 4/5/16

Approved as to form:

[Signature]

Chief Legal Counsel
Department of Transportation

Date: 3/1/16

Approved as to form:

[Signature]

City Solicitor
City of Providence

Date:

Approved:

[Signature]

Director
Department of Transportation

Date:

Not Applicable

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

Blackstone River Bikeway Segment 1A
Rhode Island Design Contract Number: 2015-CH-090
Construction & Maintenance Agreement
Municipal Highway
Federal Funds
by and between the State of Rhode Island and Providence Plantations
and the City of Providence

PROJECT DESCRIPTION

The project, located in the city of Providence, Providence county, Rhode Island is for the construction of a segment of the Blackstone River Bikeway named Segment 1A (see attached aerial map). The limits for this project extend from the Gano St./Trenton St./I-195 west Off-ramp intersection north to the Pitman St./Waterman St./East River St. intersection. The project will build a primarily off-road bikeway along/within a city park and newly acquired land, as well as an on-road bike lanes within a city street. The project will include building a bituminous bikepath, earth retaining slopes and rip-rap fill slopes to support short sections of the bikeway alignment, also included are a modular retaining wall, wheel chair ramps, drainage structures and pipes, swales, fence, wooden bikeway railing, guardrail, regulatory and warning signing, guide/trailblazing signing, striping, granite bench, bollards, and grass seeding. Relocation of the existing city dog park and environmental mitigation planting per the Coastal Resources Management Council Assent will also be included.



Department of Transportation
Two Capitol Hill
Providence, RI 02903

Office 401-222-2450
Fax 401-222-3905
www.dot.ri.gov

The Honorable Jorge O. Elorza
Mayor
Providence City Hall
25 Dorrance Street
Providence, Rhode Island 02903

**Subject: BLACKSTONE RIVER BIKEWAY – SEGMENT 1A
Gano St./Trenton St. to Waterman St./East River St.
Providence, Rhode Island
RIC No. 1984-EK-001
RIFAP No. MBW-6666(005)
Construction and Maintenance Agreement**

Dear Mayor Elorza:

Thank you for executing the attached Memorandum of Understanding (MOU) for the subject project. Consistent with the MOU, we have attached two copies of a Construction and Maintenance Agreement (C&M Agreement) for execution. If you find this agreement acceptable please sign them and return one to the Department. With the execution of this C&M Agreement we will begin construction on this project.

If you should have any questions or require additional information, please contact myself or Mr. Lambri Zerva, PE at 222-2023 x 4060

Very truly yours,

Peter Alviti, Jr., P.E.
Director

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into by and between the State of Rhode Island and Providence Plantations Department of Transportation ("RIDOT"), and the City of Providence ("PROVIDENCE"), a Municipal entity of the State of Rhode Island.

WHEREAS PROVIDENCE seeks to have Segment 1A of the Blackstone River Bikeway ("Segment 1A") constructed.

WHEREAS Segment 1A will give bike riders a direct, off road, riverside route past several city recreation facilities near India Point Park.

WHEREAS Segment 1A consists of an approximate 0.71-mile strip of land.

WHEREAS Segment 1A will include portions of Lot 8 on Providence Assessor's Plat Map 17; a portion of Beach Street (a paper street shown on Providence Assessor's Plat Map 17); and Lots 35, 66, 446, 456, 480 and 487 on Providence Assessor's Plat Map 15 ("Project Area").

WHEREAS RIDOT will agree to construct Segment 1A of the Blackstone River Bikeway ("Project");

This Memorandum reflects the willingness of RIDOT and PROVIDENCE to construct and maintain Segment 1A of the Blackstone River Bikeway.

1. CONSTRUCTION OF THE PROJECT: RIDOT hereby agrees to finance and construct Segment 1A. PROVIDENCE shall secure the right to access the Project Area.
2. MAINTENANCE OF THE PROJECT: Maintenance is herein defined to include all pavement, shoulders, slopes, walls, landscaping, fence, signs and striping. Once completed, PROVIDENCE agrees to maintain said PROJECT including the cost thereof, with the restriction that maintenance thereof shall be done in a manner not detrimental to Segment 1A of the Blackstone River Bikeway. Specifically excluded from this Agreement is upkeep of bridge structures, tunnels and ramps along the length of Segment 1A. Also excluded is any and all repairs and/or improvements that may be required by other

regulatory agencies such as Coastal Resources Management. RIDOT shall remain responsible for said excluded obligations.

3. TERM AND TERMINATION: This MOU will be terminated upon RIDOT and PROVIDENCE entering into a Construction and Maintenance Agreement ("C&M") for the Project.

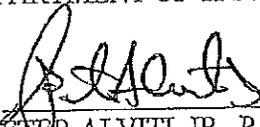
4. INSURANCE/LIABILITY: PROVIDENCE is self-insured for all risks.

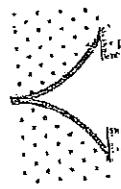
5. INDEMNIFICATION: PROVIDENCE will be responsible for and will indemnify, save harmless and defend RIDOT against and from any and all claims and suits for, and any and all liability, loss or expenses (including reasonable attorney's fees incurred by RIDOT) arising from or incidental to or in connection with bodily injury, including death, personal injuries to or damage to or loss of property of RIDOT, PROVIDENCE, or of agents, servants, or employees of RIDOT or of PROVIDENCE, or any other person claiming by or through RIDOT or PROVIDENCE, which said damage, loss or injury or death shall arise in any manner from the acts or omissions of PROVIDENCE or PROVIDENCE employees, agents or representative at the Project Area, directly or indirectly, out of, or incidental to, or in connection with this MOU or the Project Area.

Notwithstanding the foregoing, the above indemnification shall not apply to any damage, loss, cost, expense, death, liability, claim or suit caused by the gross negligence or willful tortious acts of RIDOT or of any employee, agent, representative, contractor or invitee of RIDOT.

IN WITNESS WHEREOF, RIDOT, and the CITY OF PROVIDENCE have executed this instrument this 9th day of March, A.D. 2018.

STATE OF RHODE ISLAND
DEPARTMENT OF TRANSPORTATION

By: 
PETER ALVITI, JR., P.E.
Director, Rhode Island Department of Transportation

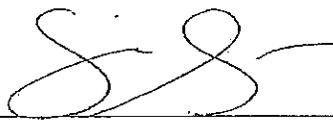


STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

In Providence, on this 9 day of March, A.D. 2018, before me personally appeared PETER ALVITI, JR., P.E., of State of Rhode Island and Providence Plantations Department of Transportation to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed to be his free act and deed and the free act and deed of said State of Rhode Island and Providence Plantations Department of Transportation.

Notary Public: Cyndee M. Parker
Print Name: Cyndee Parker
My Commission Expires:
12/20/18

CITY OF PROVIDENCE

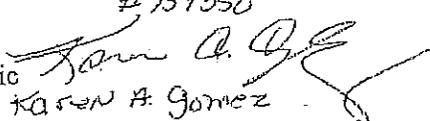
By: 

Title: Mayor of the City of Providence
Chairman of The Board of Park
Commissioners

STATE OF RHODE ISLAND
COUNTY OF

In Providence, on this 14 day of JANUARY, A.D. 2016, before me personally appeared Mayor Elorza, of THE CITY OF PROVIDENCE to me known and known by me to be the party executing the foregoing instrument and he acknowledged said instrument by him executed, to be his free act and deed, his free act and deed in said capacity and the free act and deed of THE CITY OF PROVIDENCE.

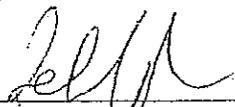
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Notary Public 

Print Name: Karen A. Gomez

My Commission Expires: 1/29/18

Approved as to form and correctness:


Jeffrey Dana, City Solicitor



CITY OF PROVIDENCE

Memo

To: Councilman Michael J. Correia, Chairman, Committee on Public Works
From: Russell P. Knight, Director of Public Works
Date: June 23, 2016
Re: **June 23, 2016 Agenda Items**

<i>Agenda Item No.</i>	<i>Question & Request</i>	<i>Department Response</i>
1.	Resolution Authorizing the Execution of a Construction and Maintenance Agreement with the State of Rhode Island with respect to the Blackstone river Bikeway-Segment 1A, Contract No. 2015-CH-090.	There is an agreement between the RI DOT and the City of Providence which outlines responsibilities during construction and maintenance after construction for the Blackstone River Bikeway - Segment 1A project. The project involves construction of a bike path located off-road along the Seekonk River extending from Gano St. to Pitman St. There is also an "on road" bike lane proposed on Pitman St. from the end of the bike path to Waterman St. RIDOT will be constructing the project and the City will be maintaining the project after construction is complete.
2.	Resolution requesting the Traffic Engineer to cause the installation of a "Four-Way Stop" Sign on Carleton Street at Fairview Street due to the increase in motor vehicle accidents.	Traffic Engineering will conduct a traffic accident and volume study to see if the accident count and volume meet the recommended criteria for installation of a 4 way stop at this intersection.
3.	Resolution requesting the Traffic Engineer to study patterns on Farm Street for the installation of "Stop" Signs where appropriate to control traffic.	Traffic Engineering will conduct a detailed study based on existing traffic patterns to see if this additional sign will be effective.

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CITY OF PROVIDENCE

4.	Resolution requesting the Traffic Engineer to cause the installation of "No Dumping Video Surveillance in Use" Signs on Owen Street.	Traffic Engineering will install.
5.	Resolution requesting the Traffic Engineer to conduct traffic study to determine the feasibility of making Glover Street a "Two-Way" Street.	Traffic Engineering will conduct a detailed study based on existing traffic patterns to see if this will be effective.
6.	Resolution Requesting the traffic Engineer examine parking sight lines at 71 Bridgham Street.	A detailed survey will be necessary due to the existing curve at this location. Additionally, a speed count should be done to insure any restriction reflects the actual speed of approaching vehicles.
7.	Resolution requesting the Traffic Engineer to cause the installation of a crosswalk at the intersection of Bainbridge Avenue and Broadway.	A crosswalk on Broadway at Bainbridge Ave presents several challenges. New crosswalks need to conform to the Americans With Disabilities Act (ADA) and therefore must have wheelchair ramps cut into the curb. While Bainbridge has ramps, there is not corresponding ramps on the north side of Broadway. Currently, there is a crosswalk 200 feet westerly at Barton Street at a signalized intersection. There is also a crosswalk 150 feet to the east at Tobey Street, another signalized intersection. Also, since Bainbridge does not cross Broadway, this location could be perceived as a mid-block crosswalk, a more dangerous situation for pedestrians. Cost aside, with the added danger of a mid-block crossing and the reasonable proximity of other crosswalks, a crosswalk at this location is not recommended.
8.	Resolution requesting the Traffic Engineer to cause the installation of "Slow Children" Signs on Carleton Street.	Traffic Engineering installed the sign on 6/20/2016.

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9.	Resolution requesting the Traffic Engineer to cause the installation of "Pedestrian Crossing" Signs at crosswalks located at Blessed Sacrament Church on Academy Ave.	Traffic Engineering will install.
10.	Resolution Requesting the Traffic Engineer to cause the installation of "Do Not Enter" Signs on Pine Street and Orange Street and Pine Street and Dorrance Street.	Traffic Engineering issued work orders dated for 6/21/2016.

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