

Department of Public Works

MEMORANDUM

TO: Lori Hagen, City Clerk

FROM: William C. Bombard, PE, City Engineer *WCB*

CC: Michael D. Borg, Director
Matthew Shumate, Dep. Dir. P & I Affairs

DATE: September 5, 2017

SUBJECT: RIDOT Construction & Maintenance Agreement
I-195 Corridor Bridges

A request has been received from the Rhode Island Department of Transportation (RIDOT) to enter into a **Construction and Maintenance Agreement (Agreement)** between that agency and the City to resurface Blackstone Street as part of the I-195 Corridor Bridges project.

The **Agreement** stipulates it shall be submitted to the City Council for ratification and authorization for execution by the Mayor. Please place this matter on the agenda for the next Council meeting, if possible.

Once the agreement is approved by the City Council; kindly furnish me with a copy of their resolution.

If there are further questions, please feel free to contact this office.

IN CITY COUNCIL
OCT 19 2017

READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED AND APPROVED
Lori Hagen CLERK

Resurfacing of Blackstone Street
(as part of the I-195 Corridor Bridges project)
Design R.I. Federal-Aid Project No. BR-BRDG-002
Construction R.I. Contract No.: 2017-CB-051

**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 the Resurfacing of Blackstone St included as part of the I-195 Corridor Bridges project (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 this project within the State 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. This 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. 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

(g) maintain the portions of the Project listed above in accordance with the Project Plans and Specifications and Exhibit A, 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 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.

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 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.

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.

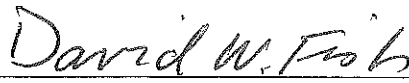
8. The City Mayor will take all necessary steps to receive authority from the City Council to enter into and execute this Agreement including, but not limited to, submission of this Agreement to the City Council for ratification and submission of proof of such authority to the State prior to project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

(Intentionally Blank)

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:

MUNICIPALITY
City of Providence


David W. Fish, P.E.
Acting Administrator of Project Management
Department of Transportation


By: _____
The Honorable Mayor Jorge O. Elorza

DATE: 8-11-2017

DATE: _____

Approved as to form:

Approved as to form:


Acting Assistant Director of Legal Services
Department of Transportation

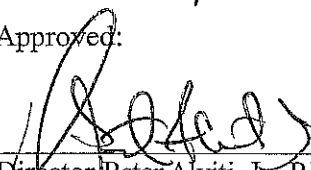
City Solicitor
City of Providence

DATE: 8/16/17

DATE: _____

Approved:

Examined and Approved:


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

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

DATE: 8/23/17

Approved:

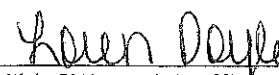

Karen Doyle
Chief Financial Officer
Department of Transportation
Date: 8/17/17

Exhibit A

Rhode Island Contract 2017-CB-051
R.I. F.A.P No. BR-BRDG-002

PROJECT DESCRIPTION

Resurfacing of Blackstone Street

(as part of the I-195 Corridor Bridges project)

The project, located in the City of Providence, Providence County, Rhode Island is for the resurfacing of Blackstone Street, included as part of the I-195 Corridor Bridges project (Bridge Group 77). The work includes, but is not limited to micromilling of approximately 4500 SF of pavement located under Blackstone St Bridge No. 539 and placing new bituminous surface course, adjustments and cleaning of existing drainage structures, and pavement markings.