



**CITY OF PROVIDENCE**

Angel Taveras, Mayor

Date: November 2, 2013

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

**Re: Construction and Maintenance Agreement  
Replacement of Atwells Avenue Bridge No. 975 – Traffic Signals**

Dear Anna:

Attached are four originals of the **Replacement of Atwells Avenue Bridge No. 975 – Traffic Signals Construction and Maintenance Agreement**. This requires city council approval. Please put this on the agenda for the next council meeting.

Once the agreement is approved by the city council please keep one original for the city records and send the other 3 originals to me. I will send one to the Law department and two to RIDOT. All four 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

A handwritten signature in cursive script that reads "Natale D. Urso".

Natale D. Urso, PE, PTOE  
Deputy City Engineer

**IN CITY COUNCIL**

**FEB 20 2014**

READ  
WHEREUPON IT IS ORDERED THAT  
THE SAME BE RECEIVED AND APPROVED  
A handwritten signature in cursive script, likely of the City Clerk, over the word "CLERK".

**ACTING**

**DEPARTMENT OF PUBLIC WORKS**

700 Allens Avenue Providence, Rhode Island 02905

401 467 7950 ph | 401 941 2567 fax

[www.providenceri.com](http://www.providenceri.com)

CONSTRUCTION AND MAINTENANCE AGREEMENT  
By and Between  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
And the  
CITY OF PROVIDENCE  
For  
REPLACEMENT OF ATWELLS AVENUE BRIDGE NO. 975

Agreement entered into by and between the State of Rhode Island and Providence Plantations, through its Department of Transportation (hereinafter the State), and the City of Providence (hereinafter the City).

WHEREAS, the State and the Municipality entered into a Construction and Maintenance Agreement for the Repairs to Atwells Ave Bridge No. 975 ("Agreement") on July 28, 2012 (attached hereto as Exhibit A); and

WHEREAS, the State will install and/or modify traffic signal equipment at the intersections of Eagle Street/Valley Street, Atwells Avenue/Eagle Street/Harris Avenue, Atwells Avenue/Eagle Square Driveway, Atwells Avenue/Valley Street and Valley Street/Delaine Street (collectively the Facilities) as part of the project; and

WHEREAS, the State will be responsible for the design and construction costs of the installation and/or modifications to the Facilities.

WHEREAS, the State and the City agree that the construction of said Facilities must be closely and dependably integrated with said Project during the various phases of operation, whether preparatory, construction and/or permanent, for the best interest of traffic movement and control and for public convenience.

NOW, THEREFORE, the State and the City hereby agree as follows:

1. The State will 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 City will allow the Contractor to enter onto its property, where applicable, for purposes of constructing the Project.
3. The City will allow the State and its contractors to enter onto its property for the purposes of constructing the Facilities.
4. All necessary labor, materials, equipment and other services shall be provided by the State's contractor in accordance with the State's Standard Specifications for Road and Bridge Construction, as amended or revised.
5. After award of the State contract, a pre-construction conference will be held at which time the contractor will meet with representatives of the State and City to expedite the progress of the Project and the installation and modifications of the Facilities.
6. All work performed under this contract is subject to approval and inspection of State and Federal authorities. All work performed in reference to the Facilities shall conform to the specifications and procedures referenced in the Contract Documents entitled "State of Rhode Island and Providence Plantations, Department of Transportation, Rhode Island Contract No. 2013-DF-109" and all addenda thereto are made a part of this Agreement by reference.
7. Extra work is defined as work not provided in the contract as awarded but considered essential to the satisfactory completion of the Project. Any extra work will be the responsibility of the State.
8. Upon completion of construction of the project and the Facilities are returned to their pre-construction operation, the City shall
  - (a) maintain all traffic signal equipment, poles, operation and timings at the Facilities as constructed and accepted at its own cost and expense, including the Fire Pre-Emption System. Prior to acceptance a Substantial Completion review will be completed with representatives from the City and the State to confirm the construction is complete and operating to the City's satisfaction.
  - (b) maintain all landscaping and sidewalk installed during construction of the Project within the City Right-of-Way;

- (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 City to the State. All necessary Municipal Ordinances applicable to this Project shall be in effect prior to completion of construction; and
  - (g) 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.
9. The City shall indemnify and hold the State harmless from any and all injury or damage to persons or property arising out of performance of any work by the City or persons engaged by the City to complete adjustments or reviews of the Project or Facilities.
10. 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.
11. This Agreement may be amended only by written agreement of both parties.

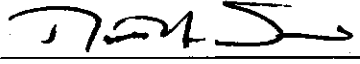
IN WITNESS WHEREOF, the State and the City have caused this Agreement to be executed by their duly authorized officials as of the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

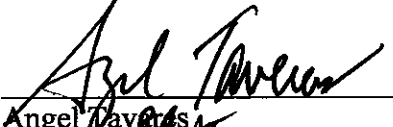
STATE OF RHODE ISLAND

DEPARTMENT OF TRANSPORTATION

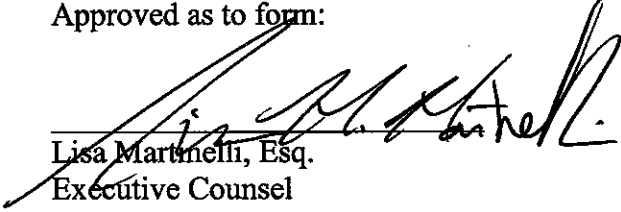
CITY OF PROVIDENCE

Recommend for Approval:

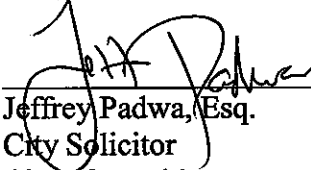
  
Kazem Farhoumand, P.E.; ~~FOR~~  
Chief Engineer  
Department of Transportation  
Date: 9/25/13

  
Angel Taveras  
Mayor  
City of Providence  
Date: 10/19/13

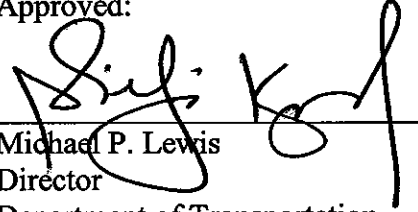
Approved as to form:

  
Lisa Martinelli, Esq.  
Executive Counsel  
Department of Transportation  
Date: 9/26/13

Approved as to form and correctness:

  
Jeffrey Padwa, Esq.  
City Solicitor  
City of Providence  
Date: 10/4/13

Approved:

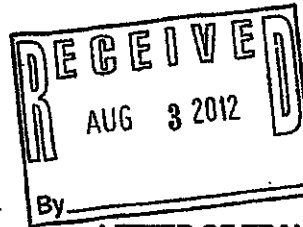
  
Michael P. Lewis  
Director  
Department of Transportation  
Date: 9/26/13

Examined and Approval:

N/A  
Division Administrator  
U.S. Department of Transportation  
Federal Highway Administration  
Date: \_\_\_\_\_

Exhibit A  
Rhode Island Contract 2006-EH-016  
R.I.F.A.P. No. FLD-EMRG (003)

**(SEE ATTACH)**



3655

DEPARTMENT OF PUBLIC WORKS  
CITY OF PROVIDENCE  
700 ALLENS AVENUE  
PROVIDENCE, RI 02905  
(401) 467-7950 PHONE / (401) 941-2567 FAX

TO: RI Department of  
Transportation Bridge  
Design Section

**LETTER OF TRANSMITTAL**

DATE: 7/28/2012
ATTENTION: Jessica Rodas
RE: Atwells Ave. Bridge No. 975 Replacement

- WE ARE SENDING:**
- |   |  |   |
|---|--|---|
| <input type="checkbox"/> Shop Drawings  | <input checked="" type="checkbox"/> Attached | <input type="checkbox"/> Under separate cover |
| <input type="checkbox"/> Copy of Letter | <input type="checkbox"/> Prints              | <input type="checkbox"/> Plans                |
| <input type="checkbox"/> Change Order   | <input checked="" type="checkbox"/> Other    | <input type="checkbox"/> Specifications       |

COPIES	DATE	NO.	DESCRIPTION
1			Original C&M Agreement w/signatures & council approval

**THESE ARE TRANSMITTED AS CHECKED BELOW:**

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> For Approval     | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit ____ copies for approval   |
| <input type="checkbox"/> For your use     | <input type="checkbox"/> Approval as noted        | <input type="checkbox"/> Submit ____ copies for distribution |
| <input type="checkbox"/> As requested     | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return ____ corrected prints        |
| <input type="checkbox"/> Review & Comment | <input type="checkbox"/> Other                    |  |

**REMARKS:** Jessica  
The final original for your records.  
Thanks  
Nate

COPY TO: File

SIGNED:

  
Natale D. Urso, PE, PTOE  
Deputy City Engineer



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

A handwritten signature in black ink, appearing to read "Natale D. Urso".

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  
A handwritten signature in black ink, appearing to read "C. M. Stetson".  
CLERK

DEPARTMENT OF PUBLIC WORKS

700 Allens Avenue Providence, Rhode Island 02905  
401 467 7950 ph | 401 941 2567 fax  
[www.providenceri.com](http://www.providenceri.com)



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

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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

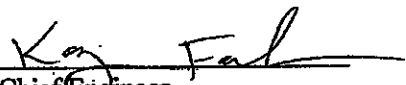
Federal-Aid Highway Act and the regulations adopted thereunder.

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

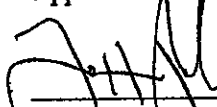
MUNICIPALITY:

  
Mayor  
City of Providence  
Date: 5/25/12

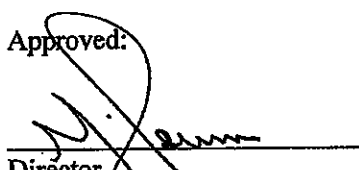
Approved as to form:

  
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.

DEC 30 1988

Exhibit B  
Rhode Island Contract 2006-EH-016  
R.I.F.A.P. No. FLD-EMRG (003)

PROJECT DESCRIPTION

Replacement to Atwells Ave Bridge No. 975

Atwells Avenue Bridge work shall include the superstructure replacement of a single 44' long vehicular bridge and two pedestrian bridges spanning the Woonasquatucket River. The new bridges shall include, but not be limited to: demolition, HMA bridge paving; waterproofing membrane; steel rolled sections; metalizing and painting, exodermic deck, concrete safety curb; two bar steel railing; granite curbing; abutment seat and backwall modification, approach slab and earthwork, asphaltic plug deck joint system, elastomeric bearings, drilling and installing anchor bolts and drilling and grouting reinforcement. The work also includes rehabilitation of four historic trusses along the pedestrian bridges. The work will require temporary working platform and shielding. The Contractor shall not be permitted to work from the water or to anchor heavy equipment/barges to the existing bridge during construction.

Demolition shall include, but not be limited to: laminated timber decking, timber safety curb, timber stringers, timber utility duct bank, steel stringers and diaphragms, guardrail and connection hardware, steel bearing, cutting anchor bolts, deck joint, bituminous pavement, abutment seat backwall, approach slab, approach curb and sidewalk, stone masonry.

Also included is relocation of gas, water, electric and telephone facilities. Both telephone and electric relocation work will be performed by utility companies.

The bridge approach work shall include, but not be limited to sawcutting, removing and disposing flexible pavement, excavation, trimming and fine grading, full depth pavement, pavement milling and overlay, granite curbing, waterway paving, aluminum picket fence, temporary construction signs, traffic control devices, utility relocation, and all other incidentals, complete, in place and accepted, as necessary to complete the work of this contract to the satisfaction of the Engineer.