

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

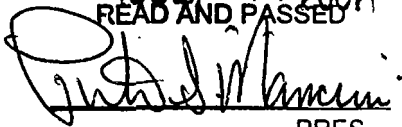
RESOLUTION OF THE CITY COUNCIL

No. 387

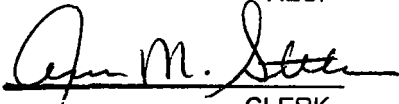
Approved JULY 10, 2007

RESOLVED, That the Woonasquatucket River Heritage Trail-
Phase I Enhancement Project Agreement, is hereby approved.

JOIN - 1 0000
IN CITY COUNCIL
JUL 5 2007
READ AND PASSED

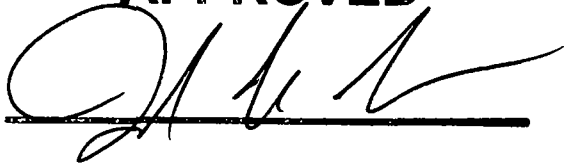


PRES.



CLERK

APPROVED



MAYOR 7/10/07

IN CITY COUNCIL
August 4, 2005
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS
Ann M. Stein CLERK

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution
Ann M. Stein
Clerk
6-19-07



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
ENVIRONMENTAL & INTERMODAL PLANNING
Two Capitol Hill, Providence, RI 02903-1124
ENVIRONMENTAL PHONE (401) 222-2023
INTERMODAL PHONE (401) 222-4203
FAX (401) 222-2207 TDD (401) 222-4971

June 27, 2005

Mr. Michael R. Clement
City Clerk
City of Providence
25 Dorrance Street
Providence, RI 02903


Re: Woonasquatucket River Heritage Trail-Phase I
Enhancement Project Agreement
FAP#: STP-TEA2 (141)

Dear Mr. Clement:

The Rhode Island Department of Transportation, Office of Intermodal Planning, Enhancement Program is submitting a copy of the Woonasquatucket River Heritage Trail (Phase I) Enhancement Project Agreement for approval by the Providence City Council. The original agreements have been sent to Adrienne Southgate, per her request.

If you have any questions concerning this matter, please contact Thomas Queenan, of my staff at 222-4203, extension 4239.

Sincerely,

for 
J. Michael Bennett, P.E.
Deputy Chief Engineer

Enclosure

cc: E. Parker, Jr., S. Devine, T. Queenan, w/o enclosures, A. Southgate, T. Deller, R. Azar, City of Providence, w/ enclosures

IN CITY COUNCIL
AUG 4 2005
FIRST READING
REFERRED TO COMMITTEE ON
PUBLIC WORKS

Claire E. Besting Acting
CLERK

Communication

WOONASQUATUCKET RIVER HERITAGE TRAIL

ENHANCEMENT PROJECT AGREEMENT

By and Among

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

THE CITY OF PROVIDENCE

And The

WOONASQUATUCKET RIVER WATERSHED COUNCIL

AGREEMENT made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter the State), the City of Providence (hereinafter the City), and the Woonasquacket River Watershed Council (hereinafter the Council).

WHEREAS, the State is the recipient of transportation enhancement funding from the United States Department of Transportation, administered through the Federal Highway Administration (hereinafter FHWA); and

WHEREAS, the State of Rhode Island has approved the City's application for funding the WOONASQUATUCKET RIVER HERITAGE TRAIL (hereinafter the Project); and

WHEREAS, the Council is chartered as a Domestic Non-Profit Corporation with its principal place of business located at 27 Sims Street, Providence, Rhode Island 02909, and is organized for the purpose of improving, preserving and protecting the Woonasquacket River Watershed.

WHEREAS, the Council and the City agree to be responsible for the design and construction of the Project; and

WHEREAS, the Project will be implemented under the provisions established in the Federal-Aid Policy Guide of the FHWA; and

WHEREAS, the State has agreed to contribute funds not exceeding Two Hundred Thousand Dollars (\$200,000) towards the Project; of this amount eighty percent (80%) or up to One Hundred Sixty Thousand Dollars (\$160,000) is federally funded and twenty percent (20%) or up to Forty Thousand Dollars (\$40,000) is state funded.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations contained herein, the State, the Council, and the City hereby agree as follows:


1. The Project will consist of procurement of banners and bracketing hardware for installation on lighting poles along the river with further project elements to be designed and constructed by the City to be the subject of an amendment to this agreement.
2. The City will be responsible for the design and construction of the Project in accordance with the plans and specifications approved by the State.
3. The City will be responsible for payment of all costs associated with design and construction of the Project; the State will reimburse the City up to and not exceeding One Hundred Ninety Thousand Dollars (\$190,000) for such costs. Supporting documentation of payment will be required for all reimbursements.
4. The City will select a Project Manager to administer its portion of 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 City will maintain all financial records.
5. The City will select a consultant to design the Project and develop the bid documents.
 - A. In selecting the consultant, the City will prepare a Request for Proposals (RFP) seeking an engineering consultant to develop the design and bid documents for the Project. The RFP will include the purpose of the Project, the scope of services, description of the work product to be provided, request for a budget, and schedule for completion of the Project, as well as the qualifications of the applicant.
 - B. The City will submit the RFP to the State for review and approval. Upon such approval, the City will advertise and issue the RFP in accordance with Federal and State statutes, regulations, and procedures.
 - C. All procurement actions by the City will 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).
 - D. The City will perform a final audit of the contract (s) according to State approved procedures. The State will not make final payment to the City until the State has reviewed and accepted the audit.
6. The design of the Project will conform to all State design standards and policies.

- A. The City will submit the design plans to the State for review and approval at the preliminary stage of design and submit the plans, specifications, and estimates (hereinafter PS&E) at the 90% stage of design and at the PS&E stage of design. Such submissions will include but not be limited to all engineering, landscaping, and permitting requirements, as applicable to the Project.
 - B. The State will respond to the submissions within thirty (30) days of their receipt.
 - C. Review by the State is for the limited purpose of confirming that final design documents will be acceptable to the State and is not intended to relieve the City of full responsibility with respect to errors and omissions.
7. The City and/or the Council will work with the State to obtain an Environmental Determination of no significant impact for the Project in accordance with FHWA regulation at 23 CFR Part 771.117. Construction of the Project may proceed only after receipt of said Environmental Determination.
8. The City will construct the Project using the design approved by the State.
- A. In awarding the construction contract to the lowest bidder, the City 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 City will certify to the State that the Project was built in accordance with the approved plans and specifications.
 - C. The Council shall use Small Purchase Procedures for procurement of the fabricated banners and the bracketing hardware in accordance with 49 CFR Part 19.
 - D. The Council will be responsible for payment of all costs associated with this procurement; the State will reimburse the City up to and not exceeding Ten Thousand Dollars (\$10,000) for such costs. Supporting documentation of payment will be required for all reimbursements.
 - E. The City will invoice the State for work done by the contractor on the Project and the City and/or Council will invoice for the cost of materials supplied by the contractor and/or to the Project in accordance with State requirements and procedures.

9. Upon completion, the City will be responsible to maintain all aspects of the Project in accordance with the plans and specifications developed for the Project at its own cost and expense.
10. This Agreement may not be altered or amended except by written agreement signed by all the parties.


IN WITNESS WHEREOF, the Rhode Island Department of Transportation and the City of Providence have caused this Agreement to be executed by duly authorized officials on the _____ day of _____, 2005.

RECOMMENDED FOR APPROVAL:



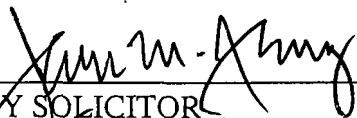
CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 07/11/05

APPROVED AS TO FORM:



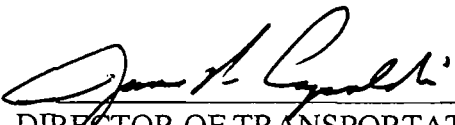
CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 5-31-05

APPROVED AS TO FORM:



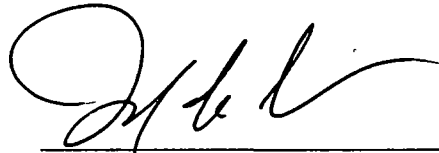
CITY SOLICITOR
DATE: 5 Sept 07

APPROVED:



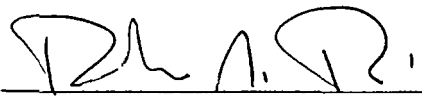
DIRECTOR OF TRANSPORTATION
DATE: 6-7-05

APPROVED:

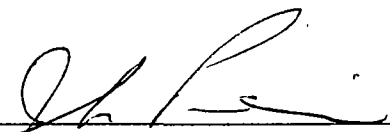


MAYOR
DATE: 5 Sept. 07

EXAMINED AND APPROVED:



DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 6/21/05

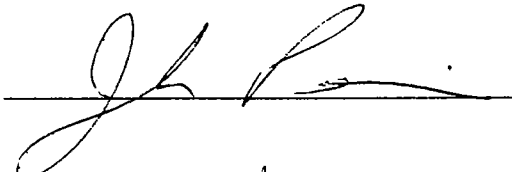


WOONASQUATUCKET RIVER
WATERSHED COUNCIL
DATE: 6-8-05

CERTIFICATE OF AUTHORITY

I, Jennifer Pereira, certify that I am the Executive Director of the Woonasquatucket Watershed Council, the corporation described in and which executed the foregoing instrument with the State of Rhode Island; that the said corporation is organized under the laws of the State of Rhode Island; that the corporate seal affixed to said instrument is the seal of said corporation; that Jennifer Pereira who executed said instrument as Executive Director of said corporation was then Executive Director of said corporation and has been duly authorized to execute this instrument in behalf of said corporation; that I know the signature of said Executive Director; and that the signature affixed to such instrument is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said corporation, this 8 day of June, 2005.


Bruce Hooke

Secretary

STATE OF RHODE ISLAND

COUNTY OF Providence

In Providence, Rhode Island, on this 8th day of June, 2005,
before me personally appeared Jennifer Pereira of the
Woonasquatucket Watershed Council, to me known and known by me to be the party
executing the foregoing instrument, and he/she acknowledged said instrument by him/her
executed to be his/her free act and deed, his/her free act and deed in said capacity, and the
free act and deed of said Woonasquatucket Watershed Council.

Meissa Ann Sweet

Notary Public

Print Name: Meissa Ann Sweet

My Commission Expires: August 24 2005