



STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Rhode Island Department of Transportation
ENGINEERING DIVISION
Two Capitol Hill, Rm. 226
Providence, RI 02903-1124
PHONE 401-222-2023
FAX 401-222-3006; TDD 401-222-4971

RECEIVED
NOV 10 2008
LAW DEPARTMENT

Adrienne Southgate
Deputy City Solicitor
275 Westminster Street
Suite 200
Providence, RI. 02903

November 3, 2008

Subject: Construction and Management Agreement
Traffic Signal Improvements to
Angell Street and Waterman Street corridors
Providence, RI

THE COMMITTEE ON

RECOMMENDATIONS

Dear Ms. Southgate:

We are sending two originals of the proposed Construction and Maintenance Agreement for the project mentioned above. This project is under design and will be constructed by the City with allocated State funds. Please return both originals to the Department once they are signed by the appropriate City officials.

Should you have any questions, please contact our Project Engineer Mr. Francisco Lovera at 222-2694, ext. 4205.

Sincerely,

Robert Rocchio, P.E.
Managing Engineer
Traffic Engineering

RR/FJL

cc: Farhoumand, Smith, traffic, file (all w/o attach)

IN CITY COUNCIL
MAR 5 2009
READ
WHEREUPON IT IS ORDERED THAT
THE SAME BE RECEIVED

CLERK

**Traffic Signal Improvements to
Angell Street and Waterman Street
Construction & Maintenance Agreement
Municipal Highway
Federal Funds
by and between the
State of Rhode Island and Providence Plantations
and the
City of Providence
Rhode Island Federal-Aid Projects: HPP-4859(001)**

AGREEMENT made and 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** and the **MUNICIPALITY** entered into the 1R Program-City Streets Project Agreement dated January 18, 2006 (hereinafter called the Program Agreement) to provide funding under SAFETEA-LU High Priority Project No. 4863 to improve traffic circulation and road surfacing in Providence; a copy of the Program Agreement is attached hereto as Exhibit A; and

WHEREAS the **STATE** in cooperation with the **MUNICIPALITY** has selected the Traffic Signal Improvements to Angell Street and Waterman Street (hereinafter referred to as the **PROJECT**) for the 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 **MUNICIPALITY** will accomplish said improvements with the funds apportioned to the **MUNICIPALITY** 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 the completion of the improvements.

NOW THEREFORE, the **STATE** and the **MUNICIPALITY** hereby agree as follows:

1. The **MUNICIPALITY**, through its contractor, will construct the improvements in accordance with the Program Agreement and the Plans and Specifications for the **PROJECT**.
2. The **MUNICIPALITY** agrees to maintain the **PROJECT** in accordance with the approved plans and specifications at its own expense, after the construction is completed and will make ample provisions each year for such maintenance.
3. The **MUNICIPALITY** agrees to be responsible for all costs associated with the **PROJECT** including those costs in excess of the balance of funds available to the **MUNICIPALITY** under the Program Agreement. Any shortage of funds for the **PROJECT** will not be the responsibility of the **STATE**.
4. Upon completion of the **PROJECT**, the **MUNICIPALITY** will:
 - (a) 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;
 - (b) regulate parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the **PROJECT**;
 - (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 and for the traffic devices installed in connection therewith;
 - (e) enact any further regulations necessary to assure the preferential, safe and effective movement of traffic in keeping with the through 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 the completion of construction; and
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, including the Federal-Aid Policy Guide (FAPG), 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. This Agreement may be amended only after the prior approval of the Division of Administration, Federal Highway Administration, has been obtained as to such proposed amendment.

IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this Agreement to be executed by their duly authorized officials as of the _____ day of _____, 2008.

Recommended for Approval:
Department of Transportation

Chief Engineer
Date: _____

Division Administrator
Financial Management
Date: _____

Approved as to form:

Executive Counsel
Date: _____

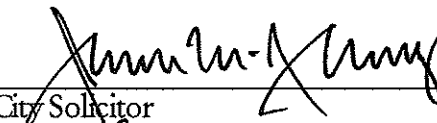
Approved:

Director
Date: _____

City of Providence:

by: 
Mayor
Date: _____

Correct as to Form and Satisfactory to Me:


City Solicitor
Date: 9 March 09

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

1R Program – City Streets, Providence

PROJECT AGREEMENT

By and Between

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

And the

CITY OF PROVIDENCE

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) and the City of Providence (hereinafter the City).

WHEREAS, the project designated No. 4863 with the project description "Improve traffic circulation and road surfacing in downtown Providence" (hereinafter the Program) is designated in SAFETEA-LU as a High Priority Projects Program with transportation funding from the United States Department of Transportation, administered through the State and through the Federal Highway Administration (hereinafter FHWA); and

WHEREAS, the City agrees to be responsible for the design and construction of the Program; and

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

WHEREAS, the State has agreed to provide funds not exceeding six-million two-hundred-fifty thousand Dollars (\$6,250,000.00) towards the Project; of this amount eighty percent or up to five-million dollars (\$5,000,000.00) is federally funded and twenty percent or up to one-million two-hundred-fifty thousand Dollars (\$1,250,000) is state funded. The State and the City recognize that these funds may be reduced based upon the Obligational Authority Limitations.

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

1. The Project will consist of 1R type improvements to Federal Aid System (FAS) roadways within the City of Providence. The initial list of projects is being developed based upon a combination of roadways already included in the TIP and/or having the most pothole repairs per mile of roadway and is approved by RIDOT.
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 of Providence will be responsible for payment of all costs associated with design and construction administration of the Project; the State will reimburse the City of

Providence up to and not exceeding six-million two-hundred-fifty thousand Dollars (\$6,250,000.00) for construction costs associated with the project; costs in excess of said reimbursement are the responsibility of the City. Supporting documentation of payment will be required for all reimbursements.


4. The City will acquire any property with City funds for use within the Project, subject to reimbursement by the State.
 - A. Acquisitions shall be in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended (hereinafter the Act).
 - B. The City will obtain an appraisal by a qualified appraiser certified and licensed in the State of Rhode Island. The City will submit the appraisal to the State for review and approval.
 - C. The City will make a written offer to the property owner(s) at an amount not less than the appraised value.
 - D. The City will record and document all meetings with the property owner(s) pertaining to the acquisition. The City will maintain documentation that the property owner(s) have received compensation for land and easements necessary to construct the Project, unless the owner has acknowledged the offer and waived the right to compensation in writing. Said documentation will be made available for review by the State.
 - E. The City will provide documentation and backup for reimbursement of acquisition costs in accordance with State procedures.
 - F. Any displacement of individuals, families, businesses, non-profit organizations or farm operations will require relocation assistance in accordance with the Act.
 - G. In the event the City and the State determine the acquisition is not feasible, the Project shall proceed under an alternative design provided by the City within the funding amount programmed under Paragraph 3 of this Agreement.
5. The City 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 City will maintain all financial records.
6. The City will select a consultant to design the Project and develop the bid documents.
 - A. Funding for the design of the Project is being provided by the City.
 - B. In selecting the consultant, the City of Providence will prepare a Request for Proposals (RFP) seeking an engineering consultant to design the Project and develop the 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 of Providence will submit the RFP to the State for review; the City will advertise and issue the RFP in accordance with Federal and State statutes, regulations, and procedures.
7. The design of the Project will conform to all State design standards and policies.

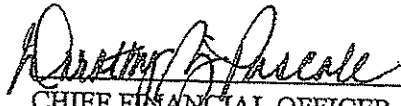
- A. The City will submit the design plans to the State for review and approval at the preliminary stage of design and submit the plans, specifications, and estimates at the PS&E stage of design. Such submissions will include but not be limited to all engineering, landscaping, and permitting requirements, as applicable to the Project.
 - B. The State will respond to the submissions within forty-five(45) 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.
 - D. The City will be responsible for any subsurface utility locations.
8. The City 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.
9. The City will construct the Project using the design approved by the State.
- A. In awarding the construction contract to the lowest qualified 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 utilize the design consultant for construction oversight of the project. Said consultant will monitor construction activities to ensure and certify the work is accomplished in accordance with the approved plans and specifications. The City will provide a copy of said certification to the State for each reimbursement invoice for construction. In addition, the City will provide a copy of a Final Report on the Project to the State. The report will contain a summary of costs along with a certification that the Project was constructed in accordance with the approved plans and specifications.
 - C. The City will select a consultant to provide construction inspection services on the Project under the direction of the Design consultant
 - a. In selecting the consultant, the City of Providence will prepare a Request for Proposals (RFP) seeking an engineering consultant to provide inspection services for the Project. The RFP will include the scope of services, description of the work product to be provided, request for a budget, as well as the qualifications of the applicant.
 - b. Project funding will be utilized to pay for construction inspection services for the Project
 - c. The City of Providence will submit the RFP to the State for review; the City will advertise and issue the RFP in accordance with Federal and State statutes, regulations, and procedures.
 - D. The City will invoice the State for work done by the contractor on the Project, the cost of materials supplied by the contractor to the Project, and the Consultant inspection services, all in accordance with State requirements and procedures. The reimbursement for inspection services will be limited to fifteen (15) % of the Project construction costs.

- E. At this time, no utility relocations are anticipated. If in the future utilities are required to be relocated, the City and State will work together to determine how to fund utility company preliminary engineering.
- 10. 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. A separate C&M agreement will be prepared for the Project.
- 11. 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 18th day of January 2006.

RECOMMENDED FOR APPROVAL:

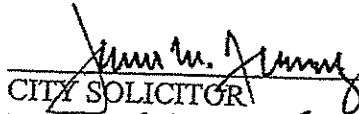

CHIEF ENGINEER
DEPARTMENT OF TRANSPORTATION
DATE: 1/6/06


CHIEF FINANCIAL OFFICER
DEPARTMENT OF TRANSPORTATION
DATE: 1/9/06

APPROVED AS TO FORM:


CHIEF LEGAL COUNSEL
DEPARTMENT OF TRANSPORTATION
DATE: 1-6-06


APPROVED AS TO FORM:


CITY SOLICITOR
DATE: 19 DEC 2005


APPROVED:


DIRECTOR OF TRANSPORTATION
DATE: 1-9-06

APPROVED:


MAYOR
DATE: DEC. 19, 2005

EXAMINED AND APPROVED:


DIVISION ADMINISTRATOR
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
DATE: 01/18/06