

RESOLUTION OF THE CITY COUNCIL

No. 78

Approved February 26, 2021

RESOLVED, That the Members of the Providence City Council
hereby Authorize the Mayor of the City of Providence to enter into a Construction,
Maintenance and Ownership Agreement with the Rhode Island Department of
Transportation for the purposes of rebuilding the Route 95 North Viaduct
(RIC No. 2019-DB-106.)

IN CITY COUNCIL


FEB 18 2021

READ AND PASSED


PRES.


CLERK

I HEREBY APPROVE.


Mayor
Date: 2/26/21

BRIDGE GROUP 75T-5B(I) – I-95 NB Viaduct

PROVIDENCE, RHODE ISLAND

RIC No. 2019-DB-106 (Construction)

Construction, Maintenance and Ownership Agreement

by and between the

CITY OF PROVIDENCE

and the

RHODE ISLAND DEPARTMENT OF TRANSPORTATION

AGREEMENT made and entered into by and between the State of Rhode Island and Providence Plantations acting through its Department of Transportation (hereinafter called the State and/or RIDOT) and the City of Providence (hereinafter called the City).

WHEREAS the State is the recipient of funding from the United States Department of Transportation, administered through the Federal Highway Administration, for the above-referenced Project (as further described in the attached Exhibits A – Project Description & Exhibit B - Project Limits, and hereinafter called the “Project”) in the city of PROVIDENCE, RHODE ISLAND; and

WHEREAS the Project will be implemented under the provisions established in the Federal-Aid Policy Guide of the United States Department of Transportation, Federal Highway Administration; and

WHEREAS the State owns the I-95 Providence Viaduct bridge (Bridge 057801); and

WHEREAS the State will remove the existing I-95 Providence Viaduct bridge, but has agreed to abandon the existing Pier 7 granite pier base and subsurface foundation (see further description in the attached Exhibit C – Pier 7) in place within the Woonasquatucket River in coordination with the City and subject to the approvals of the appropriate State and Federal Regulatory Agencies (RIDEM, CRMC, USCG, ACOE, etc.); and

WHEREAS upon completion of the Project, the State will transfer ownership of the existing Pier 7 granite base and subsurface foundation to the City, and the City will be responsible for the ownership and maintenance of the existing structure to remain; and

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

1. The State, through its contractor will construct the improvements in accordance with the plans and specifications for the Project. The State has used competitive bidding for the Project in conformance with 23 CFR Part 635 and complied with all provisions of the Title 37, Chapter 2 of the Rhode Island General Laws.
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 STATE will notify the CITY before any work is performed within proximity to any CITY structures or utilities.
4. The STATE, through its Contractor, will maintain access to the CITY structure or utility throughout the construction of the Project.
5. The Project will be designed in conformance with all State design standards, standard specifications, standard details and policies.
6. The City agrees to work with the State to investigate and implement any necessary modifications to the existing obtained federal and state environmental permits and the current I-95 environmental determination for the Project.
7. Should any land acquisitions or permanent or temporary easements be necessary for the construction of the Project, the State will be responsible for preparation of plats, plans and descriptions of acquisitions and easements and will coordinate these actions with the City.
8. The State will be responsible for overall coordination with the utility companies as required for design and construction of the Project in accordance with State policies and practices.
9. Upon completion of the Project the City will:
 - a.) Assume ownership of the appropriate aspects of the Project, including the existing Pier 7 granite base and subsurface foundation located within the Woonasquatucket River, rehabilitated or reconstructed City-owned streets and bridges, and any other City-owned features affected by the Project;
 - b.) Properly maintain, clean, and repair the City-owned features of the Project in accordance with the plans and specifications developed for the Project at its own cost and expense, including, but not limited to:
 - i. inspect the existing Pier 7 granite base and subsurface foundation at the same time and on the same schedule as the underwater inspection for the

adjacent City-owned Park Street Bridge (Bridge No. 070401) and address any findings;

- ii. maintain in conformance with 23 U.S.C. § 116 and ADA/Section 504 requirements, all pedestrian facilities built with federal funds under this Agreement;
- iii. Be responsible for all snow and ice removal for the constructed features of the Project and their appurtenances which are transferred upon completion in a timely manner;
- iv. 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;
- v. 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;
- vi. enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
- vii. 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

c.) Make ample accommodations and provisions each year in their budget for said maintenance.

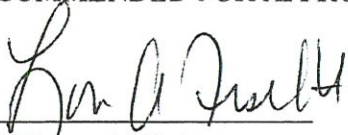
10. Upon completion and final acceptance of the Project, the State will prepare the necessary documents in order to transfer ownership of the existing Pier 7 granite base and subsurface foundation to the City and the City agrees to accept all ownership and future maintenance and inspection responsibilities.
11. This Design, Construction, Maintenance and Ownership Agreement between the State and City will be recorded in the Land Evidence Records of the City.

12. All work performed under this Agreement is subject to the inspection and approval of the State and FHWA authorities in accordance with the provisions of the Federal-Aid Policy Guide which are incorporated by reference herein and made a part of this Agreement.
13. 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.
14. This Agreement may not be altered or amended except by written agreement signed by all of the parties hereto.
15. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall be deemed to be one and the same instrument.

(left intentionally blank)

IN WITNESS WHEREOF, the State of Rhode Island and Providence Plantations acting through its Department of Transportation and the City of Providence have caused this Agreement to be executed by their duly authorized officials on the _____ day of _____, 2021.


RECOMMENDED FOR APPROVAL:



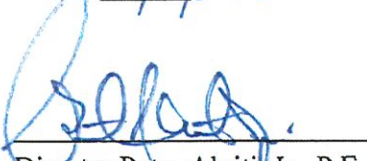
Lori Fisette, M.B.A.
Administrator of Project Management (Acting)
Department of Transportation
DATE: 10/14/2020

Bonnie Nickerson
Director of Planning and Development
City of Providence
DATE: _____

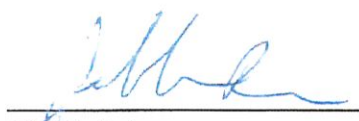
APPROVED AS TO FORM:




Assistant Director of Legal Services/Chief of Staff
Department of Transportation
DATE: 10/19/2020



Director Peter Alviti, Jr., P.E.
Department of Transportation
DATE: _____



City Solicitor
City of Providence
DATE: 10/13/2020



Mayor
City of Providence
DATE: 2/26/21

EXAMINED AND APPROVED:

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

EXHIBIT A

PROJECT DESCRIPTION

Rhode Island Contract No. 2019-DB-106, Federal Aid Project No. BHO-0578(005), for the Bridge Group 75T-5B(I) - I-95 Viaduct NB project in the City of Providence will principally consist of the reconstruction of I-95 Viaduct northbound and associated ramps and structures with new structures to restore structural sufficiency and to alleviate chronic traffic congestion on Interstate 95 through downtown Providence. This reconstruction shall include the staged reconstruction of I-95 Viaduct northbound, Smith Street Bridge, associated ramps, impacted City Streets, along with reconstruction of bridges, preservation of bridges, retaining walls and other structures as necessary.

The project includes the demolition and replacement of the following bridges:

- Bridge No. 057601-Atwells Avenue Ramp Bridge
- Bridge No. 057801-Providence Viaduct NB Bridge and former SB Bridge
- Bridge No. 058201-Ramp CB-2
- Bridge No. 058301-Ramp DB-1
- Bridge No. 070101-Smith Street Bridge
- Bridge No. 070301-Louisquisset Pike Ramp Bridge

The project also includes preservation level activities to the following bridges:

- Bridge No. 057501- Atwells Avenue Bridge
- Bridge No. 070401 - Park Street Bridge (CITY-owned)
- Bridge No. 070601 - Chalkstone RR Bridge
- Bridge No. 070701 - Ashburton Street Bridge
- Bridge No. 070801 - Charles Street Bridge

Other work includes but is not limited to: roadway reconstruction, retaining wall demolition and construction, drainage construction, landscaping, intelligent transportation systems and fiber optic communications systems, utility relocation, noise mitigation, handling and disposing of contaminated materials, and installation of traffic signals.

EXHIBIT B

PROJECT LIMITS

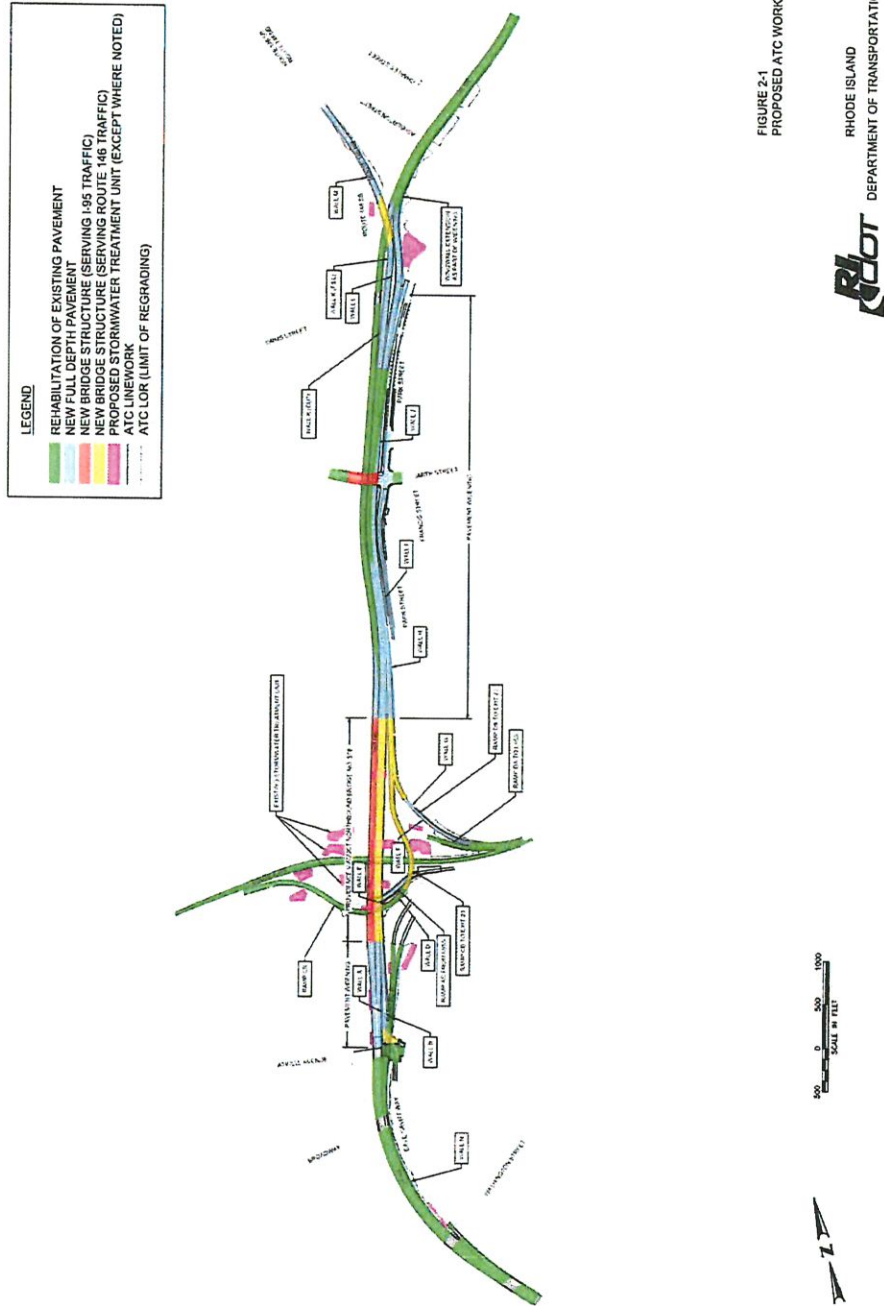


EXHIBIT C

Pier 7

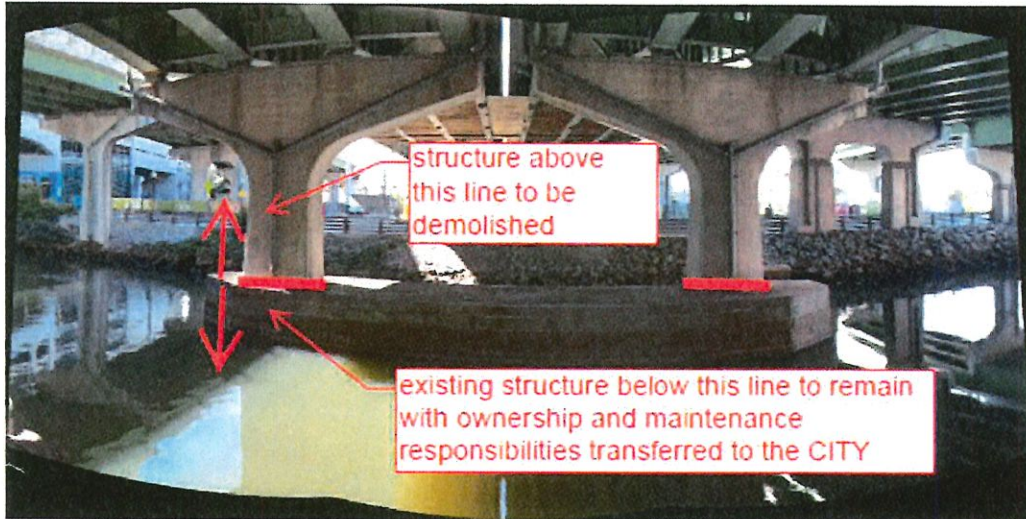


Photo 1: Panorama of the Woonasquatucket River, Pier #7, and I-95 NB Viaduct substructure facing south.

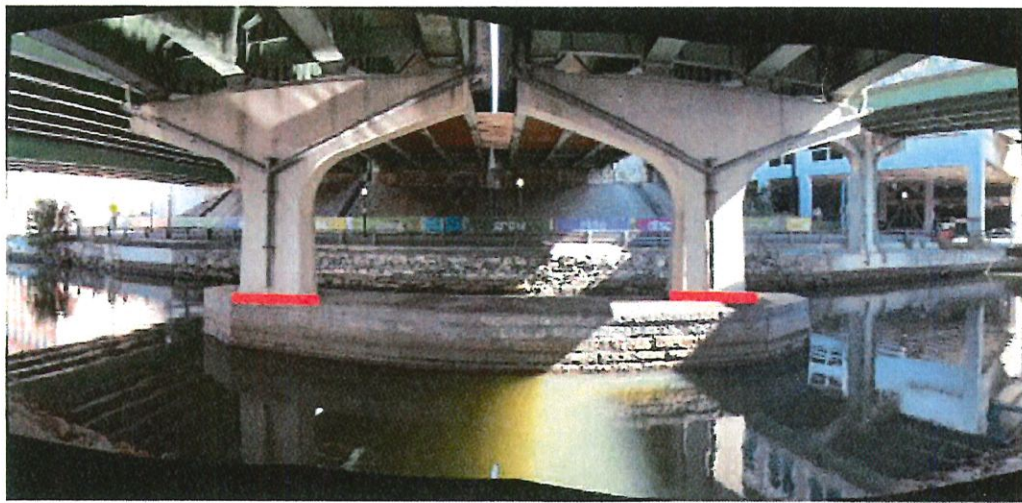


Photo 2: Panorama of the Woonasquatucket River, Pier #7, and I-95 NB Viaduct substructure facing north.

RESOLVED, That the Members of the Providence City Council hereby Authorize the Mayor of the City of Providence to enter into a Construction, Maintenance and Ownership Agreement with the Rhode Island Department of Transportation for the purposes of rebuilding the Route 95 North Viaduct (RIC No. 2019-DB-106.)