

THE CITY OF PROVIDENCE  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

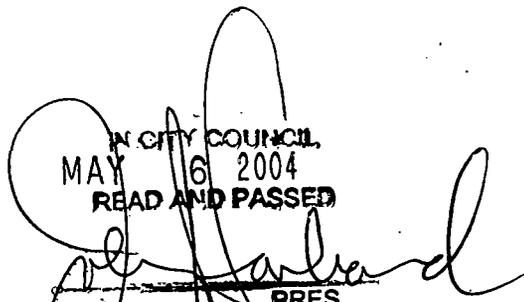
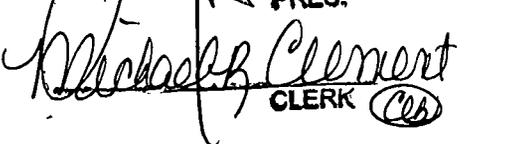
No. 193

Approved May 17, 2004

Whereas, the State of Rhode Island proposes to undertake roadway reconstruction, rehabilitation and/or improvements on certain roads in the city; and

WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic,

NOW, THEREFORE, BE IT RESOLVED THAT, His Honor, the Mayor, is authorized to execute a Statewide Construction and Maintenance Agreement to the State of Rhode Island with respect to I-95 Ramp Access, Rhode Island Contract Number: 9871,9901,9902,9909,9916,9929,9930, Construction and Maintenance Agreement. Said Agreement shall be substantially in the form as exhibited in attachment "A" subject to such modifications as may be recommended by the Mayor and/or the Department of Law.

CITY COUNCIL  
MAY 6 2004  
READ AND PASSED  
  
PRES.  
  
CLERK (CJ)

APPROVED  
  
5/17/04

MAYOR

The City of Providence  
Attorney General  
PUBLIC WORKS  
THE CITY WILL BE C...

IN CITY COUNCIL  
APR 3 2003  
FIRST READING  
REFERRED TO COMMITTEE ON  
CITY PROJECTS

*Michael R. O'Neil*

IN CITY COUNCIL  
APR 3 2003  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS

*Michael R. O'Neil*

THE COMMITTEE ON  
*P. Walsh & C. Propp*  
Recommendation - Be Com #  
*Ann M. Stebbins*  
5-7-03 CLERK

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution

*Ann M. Stebbins*  
4-13-04 Clerk

*Council President Lombardi; Councilman Nassett; Councilwoman Williams & Councilman Segal*

**I-95 Ramp Access**

**Rhode Island Contract Number: 9871, 9901, 9902, 9909, 9916, 9929, 9930**

**Construction & Maintenance Agreement**

**Municipal Highway**

**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 (hereinafter called the STATE), through its Department of Transportation and the City of Providence (hereinafter called the MUNICIPALITY).

WHEREAS the STATE, in cooperation with the MUNICIPALITY, has selected the I-95 Ramp Access, Traffic Signal Maintenance (hereinafter 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:

**SECTION I - GENERAL PROVISIONS**

1. The STATE, through its Contractor, will construct the improvements in accordance with the Plans and Specifications for the PROJECT.
2. The MUNICIPALITY will allow the STATE to enter onto its property for purposes of constructing the PROJECT.
3. Prior to construction of the PROJECT, the MUNICIPALITY will remove, by its own forces any and all municipally owned materials including but not limited to traffic signal systems, granite curb and directional/regulatory/warning signs, which the MUNICIPALITY desires salvaged and stockpiled. Should the MUNICIPALITY fail to remove said materials, the MUNICIPALITY will reimburse the STATE for all costs incurred relative to the handling, hauling and disposal of said materials to the MUNICIPALITY's designated storage site.
4. The MUNICIPALITY agrees to maintain the following specific features of the PROJECT in accordance with RIDOT plans and specifications at its own expense, after construction is

completed and will make ample provisions each year for such maintenance.

- Proper maintenance of the following intersection including traffic signal systems:

Francis Street/Hayes Street @ Gaspee Street  
Francis Street @ American Express Boulevard

5. The **STATE** shall provide for ownership, proper maintenance and associated utility fees associated with the following traffic signals, after completion of the improvements:

Memorial Boulevard @ Exchange Street  
Memorial Boulevard @ Steeple Street  
Memorial Boulevard @ Washington Street  
Memorial Boulevard @ College Street  
Memorial Boulevard @ Crawford Street  
Dyer Street @ Friendship Street  
Steeple Street @ North Main Street  
Washington Street @ North Main Street  
College Street @ South Main Street  
Memorial Boulevard @ Francis Street  
Fountain Street @ Exchange Terrace

6. Upon completion of the **PROJECT**, the **MUNICIPALITY** will:

- (a) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the **PROJECT**;
- (b) 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;
- (c) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
- (d) 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

6. 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.

7. This Agreement may be amended only after the prior approval of the Division Administrator, Federal Highway Administration, has been obtained as to such proposed amendment.

8. (a) 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.
8. (b) 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.

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 \_\_\_\_\_, 2002.

Recommended for Approval:

\_\_\_\_\_  
 Chief Engineer  
 Department of Transportation

Municipality:

By: \_\_\_\_\_  
 Title

Approved as to form:

\_\_\_\_\_  
 Chief Legal Counsel  
 Department of Transportation

Approved:

\_\_\_\_\_  
 Director  
 Department of Transportation

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

I-95 Ramp Access  
 Traffic Signal Maintenance  
 Rhode Island Contract Number: 9871, 9901, 9902, 9909, 9916, 9929, 9930  
 Construction & Maintenance Agreement  
 Municipal Highway  
 Federal Funds  
 by and between the State of Rhode Island and Providence Plantations  
 and the City of Providence

**Dept. of Planning &  
Development**

# Memo

**To:** Michael Clement – City Clerk  
**From:** Thomas Deller – Director, DPD  
**Date:** 3/17/2003  
**Re:** Resolutions

---

Attached are (6) resolutions authorizing the execution of Construction and Maintenance agreements with the State of Rhode Island for various road projects. Would you please arrange for introduction of these resolutions at the next meeting of the city council so that we can get these projects started. They could be sponsored by the leadership or introduced by the councilpersons for the affected wards, who are respectively:

High Hazard Elimination (Pitman & Gano) – Councilman Segal

Kennedy Plaza Traffic Control – Council President Lombardi

Pontiac Avenue / 3R Improvements – Councilman Allen

Reservoir Avenue / 3R Improvements – Councilman Allen

Killingly Street - Councilman Iglizzi

Improved Ramp Access from Route 95 – Councilpersons Hassett, Lombardi, Young, Williams & Segal

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STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

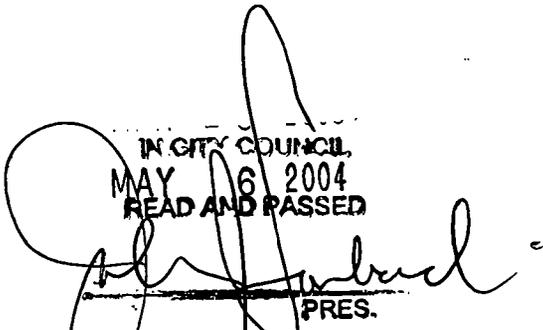
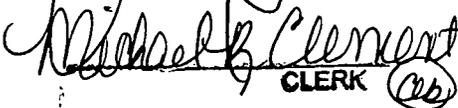
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IN CITY COUNCIL,  
MAY 16 2004  
READ AND PASSED  
  
PRES.  
Michael B. Clement  
CLERK 

APPROVED  
  
5/17/04  
MAYOR

THE CITY OF PROVIDENCE  
OFFICE OF THE CLERK  
THE COMMONS

IN CITY COUNCIL  
APR 3 2003  
FIRST READING  
REFERRED TO COMMITTEE ON  
CITY PROPERTY

AND

IN CITY COUNCIL  
APR 3 2003  
FIRST READING  
REFERRED TO COMMITTEE ON  
PUBLIC WORKS

Michael R. Clement

Michael R. Clement CLERK

THE COMMITTEE ON  
Public & C. Property  
Recommendation of Com. 4  
Ann M. Stebbins  
CLERK  
5-7-03

THE COMMITTEE ON  
PUBLIC WORKS  
Approves Passage of  
The Within Resolution  
Ann M. Stebbins  
CLERK  
4-13-04

Councilman Allen

**Modified 3R Improvements to Pontiac Avenue**

**Rhode Island Contract Number: 2002-CH-001**

**Construction & Maintenance Agreement**

**Municipal Highway**

**Federal Funds**

**by and between the**

**State of Rhode Island and Providence Plantations**

**and the**

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WHEREAS the **STATE**, in cooperation with the **MUNICIPALITY**, has selected the Modified 3R Improvements to Pontiac Avenue, Roger Williams Avenue to Cranston C/L (hereinafter 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.

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3. Prior to construction of the **PROJECT**, the **MUNICIPALITY** will remove, by its own forces any and all municipally owned materials including but not limited to traffic signal systems, granite curb and directional/regulatory/warning signs, which the **MUNICIPALITY** desires salvaged and stockpiled. Should the **MUNICIPALITY** fail to remove said materials, the **MUNICIPALITY** will reimburse the **STATE** for all costs incurred relative to the handling, hauling and disposal of said materials to the **MUNICIPALITY**'s designated storage site.
4. The **MUNICIPALITY** agrees to maintain the **PROJECT** in accordance with RIDOT plans and specifications at its own expense, after construction is completed and will make ample

provisions each year for such maintenance.

5. Upon completion of the **PROJECT**, the **MUNICIPALITY** will:
  - (a) regulate the parking, standing, moving and guiding operations of vehicles and pedestrians in conformance with the specifications of the approved plans for the **PROJECT**;
  - (b) 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;
  - (c) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
  - (d) 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
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Municipality:

\_\_\_\_\_  
Chief Engineer  
Department of Transportation

By: \_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Chief Legal Counsel  
Department of Transportation

Approved:

\_\_\_\_\_  
Director  
Department of Transportation

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

Modified 3R Improvements to Pontiac Avenue  
Roger Williams Avenue to Cranston C/L  
Rhode Island Contract Number: 2002-CH-001  
Construction & Maintenance Agreement  
Municipal Highway  
Federal Funds

by and between the State of Rhode Island and Providence Plantations  
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**Dept. of Planning &  
Development**

# Memo

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# RESOLUTION OF THE CITY COUNCIL

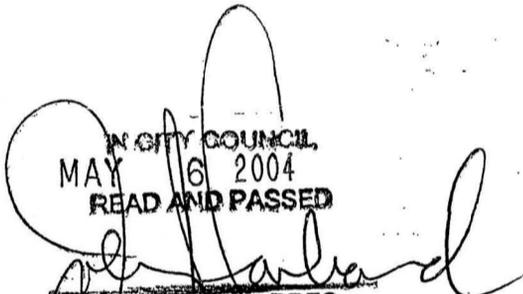
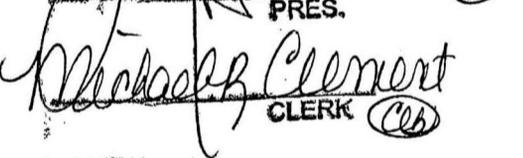
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IN CITY COUNCIL,  
MAY 6 2004  
READ AND PASSED  
  
PRES.  
  
CLERK (CB)

**APPROVED**  
  
5/17/04

**MAYOR**

Attest:

  
Michael R. Clement  
City Clerk

The Mayor's Resolution  
Adopted Pursuant to  
PUBLIC WORKS  
THE COMMITTEE ON

Clerk

**I-95 Ramp Access**  
**Rhode Island Contract Number: 9871, 9901, 9902, 9909, 9916, 9929, 9930**  
**Construction & Maintenance Agreement**  
**Municipal Highway**  
**Federal Funds**  
**by and between the**  
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Memorial Boulevard @ Washington Street  
Memorial Boulevard @ College Street  
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\_\_\_\_\_  
 Chief Engineer  
 Department of Transportation

Municipality:

By: \_\_\_\_\_  
 Title

Approved as to form:

\_\_\_\_\_  
 Chief Legal Counsel  
 Department of Transportation

Approved:

\_\_\_\_\_  
 Director  
 Department of Transportation

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

I-95 Ramp Access  
 Traffic Signal Maintenance  
 Rhode Island Contract Number: 9871, 9901, 9902, 9909, 9916, 9929, 9930  
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 Municipal Highway  
 Federal Funds  
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PROVIDENCE, RI  
 RECEIVED FOR RECORD  
 2004 JUN -2 AM 9:42  
 BARBARA A. TRONCY  
 RECORDER OF DEEDS

*Barbara A. Troncy*  
 Recorder of Deeds

65.76 / 86-89

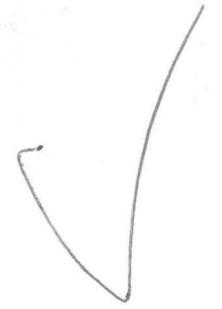
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BARBARA A. TRONCY  
RECORDER OF DEEDS

416878

**C**



# RESOLUTION OF THE CITY COUNCIL

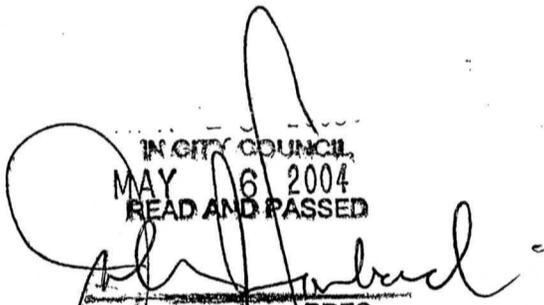
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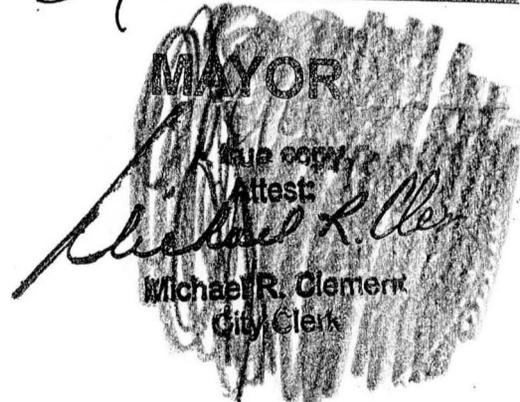
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IN CITY COUNCIL,  
MAY 6 2004  
READ AND PASSED  
  
PRES.  
Michael B. Clement  
CLERK (cb)

RECEIVED BY COM.  
FIRST REV.  
MAY 11 2004  
PUBLIC WORKS

APPROVED  
  
5/17/04

MAYOR  
Attest:  
  
Michael R. Clement  
City Clerk

The Municipal Reception  
Approves by vote of  
PUBLIC WORKS  
THE COMMITTEE ON  
Clerk

**Modified 3R Improvements to Pontiac Avenue  
Rhode Island Contract Number: 2002-CH-001  
Construction & Maintenance Agreement  
Municipal Highway  
Federal Funds  
by and between the  
State of Rhode Island and Providence Plantations  
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- (b) 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;
- (c) enforce traffic regulations established in accordance with this Agreement and for the traffic devices installed in connection therewith;
- (d) 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

6. 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.

7. This Agreement may be amended only after the prior approval of the Division Administrator, Federal Highway Administration, has been obtained as to such proposed amendment.

8. (a) 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.
8. (b) 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.

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 \_\_\_\_\_, 2002.

Recommended for Approval:

Municipality:

\_\_\_\_\_  
Chief Engineer  
Department of Transportation

By: \_\_\_\_\_  
Title

Approved as to form:

\_\_\_\_\_  
Chief Legal Counsel  
Department of Transportation

Approved:

\_\_\_\_\_  
Director  
Department of Transportation

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

Modified 3R Improvements to Pontiac Avenue  
Roger Williams Avenue to Cranston C/L  
Rhode Island Contract Number: 2002-CH-001  
Construction & Maintenance Agreement  
Municipal Highway  
Federal Funds  
by and between the State of Rhode Island and Providence Plantations  
and the City of Providence

*Barbara A. Irons*  
Recorder of Deeds

PROVIDENCE, RI  
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2004 JUN -4 AM 9:20  
BARBARA A. IRONS  
RECORDER OF DEEDS

6582/198-201

PROVIDENCE, RI  
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JARBARA A. TRONCY  
RECORDER OF DEEDS

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