

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

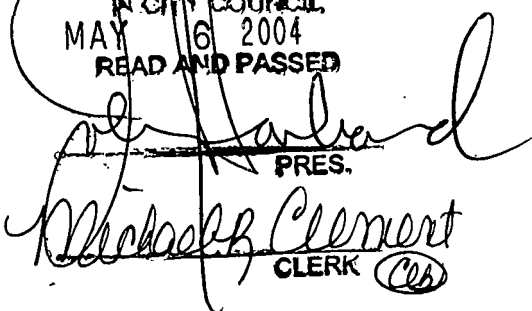
No. 193

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 (Ceb)

APPROVED

5/17/04

MAYOR

Use Any or Reception
Addressed to
PUBLIC WORKS
THE CITY WILL BE OK

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

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. Works & C. Property
Recommendation - Be Con #
Ann M. Steen
5-7-03 CLERK

THE COMMITTEE ON
PUBLIC WORKS
Approves Passage of
The Within Resolution

Ann M. Steen
4-13-04 Clerk

Council President Lombardi, Councilman Hasset, 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 Igliozzi

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

THE CITY OF PROVIDENCE
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

RESOLUTION OF THE CITY COUNCIL

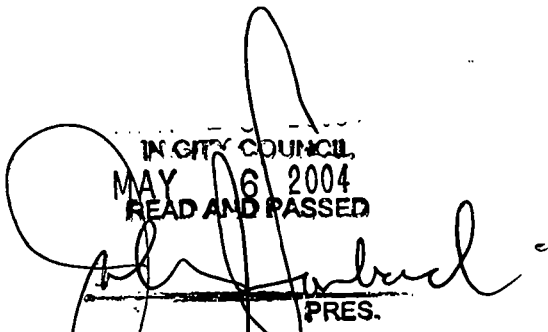
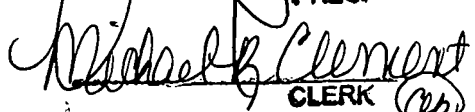
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WHEREAS, said improvements will alleviate congestion and facilitate pedestrian and vehicular traffic,

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IN CITY COUNCIL,
MAY 16 2004
READ AND PASSED

PRES.

CLERK (26)

APPROVED

5/17/04
MAYOR

THE CITY OF PROVIDENCE
OFFICE OF THE CLERK
CITY OF PROVIDENCE
THE COMMONWEALTH OF RHODE ISLAND

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

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

AND

Michael R. Clement Michael R. Clement CLERK

Councilman Allen

THE COMMITTEE ON
P. Works & C. Property
Recommendations Con 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

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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City of Providence

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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
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RESOLUTION OF THE CITY COUNCIL

No. 193

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IN CITY COUNCIL
MAY 16 2004
READ AND PASSED

PRES.

CLERK

APPROVED

5/17/04

MAYOR

Attest:

Michael R. Clement
City Clerk

The Mayor 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
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by and between the
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Chief Engineer
Department of Transportation

Municipality:

By: _____
Title

Approved as to form:

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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
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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

PROVIDENCE, RI
RECEIVED FOR RECORD

2004 JUN -2 AM 9:42

BARBARA A. TRONCY
RECORDER OF DEEDS

16878

C



RESOLUTION OF THE CITY COUNCIL

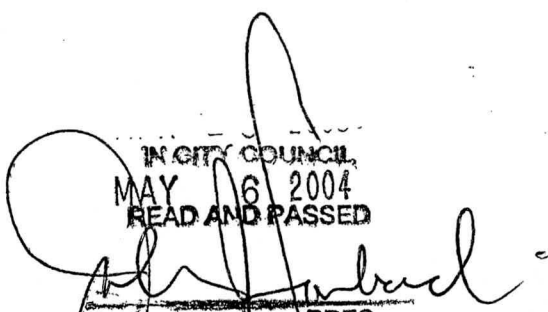
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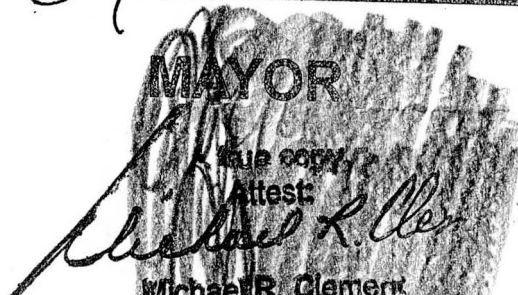
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IN CITY COUNCIL,
MAY 16 2004
READ AND PASSED

PRES.
Michael B. Clement
CLERK (cb)

APPROVED

5/17/04

MAYOR
Attest:

Michael R. Clement
City Clerk

The Mayor's Resolution
Adopted by the
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
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Federal Funds
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PROVIDENCE, RI
RECEIVED FOR RECORD
2004 JUN -4 AM 9:20
BARBARA A. IRONS
RECORDER OF DEEDS

6582/198-201



PROVIDENCE, RI
RECEIVED FOR DEEDS

2004 JUN -4 AM 9:20

JARBARA A. TRONCY
RECORDER OF DEEDS

47470

