

**BRIDGE DEMOLITION**  
**ANTHONY ROAD BRIDGE No. 876**  
**Rhode Island Contract No. 2010-EB-009**  
**CONSTRUCTION & MAINTENANCE AGREEMENT**  
**MUNICIPAL HIGHWAY**  
**FEDERAL FUNDS**

by and between the  
STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
and the  
TOWN OF FOSTER

AGREEMENT entered into by and between the State of Rhode Island and Providence Plantations (the "State"), through its Department of Transportation and the Town of Foster (the "Municipality") to demolish the Anthony Road Bridge No. 876 (the "Project").

WHEREAS the State, in cooperation with the Municipality, has selected the above-referenced Project in the Town of Foster, specifically construction of Demolition of the Anthony Road Bridge and will include, but it is not limited to, removal of the bridge superstructure and portions of the abutments and approach, all within the limits illustrated in Exhibit A (attached), 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 Project.

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

1. The State will advertise and award the Project in conformance with 23 CFR Part 635 and the provisions of Title 37, Chapter 2 of the Rhode Island General Laws. Thereafter, the State shall issue a Notice to Proceed to its contractor (the "Contractor"), who will construct the improvements in accordance with the Plans and Specifications for the Project.

2. After issuance of the Notice to Proceed to the Contractor, the Municipality will allow the Contractor to enter onto its property, where applicable, for purposes of constructing the Project.

3. 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 and chapters 12 through 27 of Title 31 of Rhode Island General Laws;

(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

(e) maintain all portions of the Project, in accordance with the Plans and Specifications, at its own cost and expense, and will make ample provision each year for such maintenance.

4. . 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. The Design of the PROJECT will conform to all STATE and Federal design standards and policies.

5. The STATE will submit to the Municipality Specifications and Estimates (hereinafter PS&E) for review and approval. Such submissions shall include but not be limited to all engineering, all permits, landscaping and architectural drawings and documents.

6. The Municipality will respond with review comments to the submissions within twenty (20) days of the receipt.

7. If deemed necessary the State will obtain all utility permits and perform subsurface utility location exploration at its own expense.

8. The State will acquire any and all Right-of-Entry agreements or right-of-way that may be required to build the Project.

9. 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.

10. The PROJECT is listed in the Bridge Program under Program to Eliminate Structural Deficient Bridges portion of the 2009-2012 Transportation Improvement Program. If the Municipality's actions or requests cause the PROJECT to exceed the estimated \$50,000.00 or cause scope modifications beyond the PS&E submission, the Municipality must obtain approval for the increase through the TIP Amendment Process or provide the additional funding through the establishment of an escrow account in favor of the State for the additional costs.

11. The Foster Town Council President will take all necessary steps to receive authority from the Foster Town Council to enter into and execute this Agreement including but not limited to submission of this Agreement to the Foster Town Council for ratification and submission of proof of such authority to the STATE prior to advertising for construction of the PROJECT.

12. This Agreement may be amended only by written agreement of the parties.

IN WITNESS WHEREOF, the STATE and the MUNICIPALITY have caused this AGREEMENT to be executed by their duly authorized officials as of the 23 day of April, 2012

Recommended for Approval:

[Signature] 3/21/12  
Chief Engineer R  
Department of Transportation

Municipality:

By: [Signature]  
Town Council President

Approved as to form:

[Signature]  
Executive Legal Counsel 4/4/12  
Department of Transportation

Approved:

[Signature]  
Director  
Department of Transportation

N/A  
Division Administrator  
U.S. Department of Transportation  
Federal Highway Administration

Exhibit A

STATE OF RHODE ISLAND



DEPARTMENT OF TRANSPORTATION

PLANS, PROFILES AND SECTIONS OF PROPOSED  
BRIDGE DEMOLITION

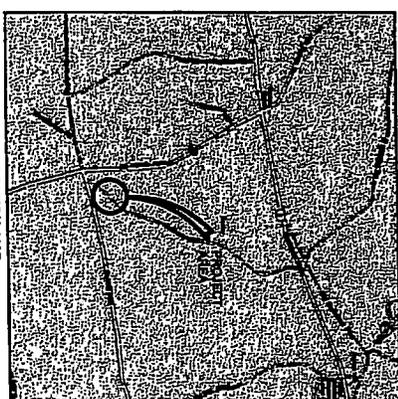
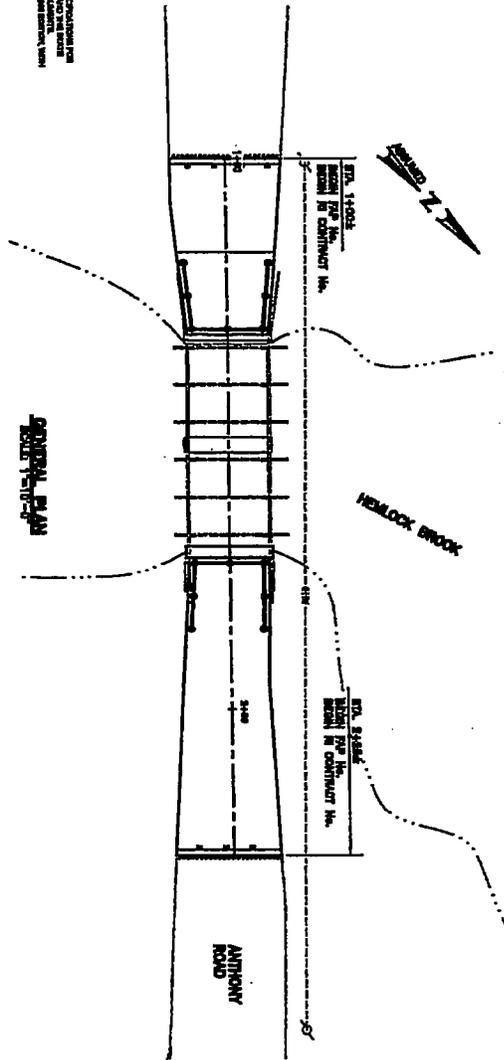
ANTHONY ROAD BRIDGE NO. 876

LENGTH = 0.02 MILES

TOWN OF FOSTER  
COUNTY OF PROVIDENCE  
R.I. CONTRACT NO. 2011-XX-000 F.A. PROJECT NO. XXX-000-(001)

INDEX OF DRAWINGS

SHEET No.	DESCRIPTION
1	COVER SHEET
2	STANDARD PLAN SYMBOLS & STANDARD LEGEND
3	STANDARD NOTES - 1
4	STANDARD NOTES - 2
5	STANDARD NOTES - 3
6	STANDARD NOTES - 4
7	GENERAL PLAN & ELEVATION
8	GENERAL PLAN & ELEVATION
9	GENERAL PLAN & ELEVATION



REV	DATE	BY	CHK
1			

PROGRESS SUBMISSION  
NOVEMBER 2, 2011

Contract Number: 2011-XX-000  
Volume Number: 1  
Number of Sheet: 9  
Total Sheets: 9

IN DEPARTMENT OF TRANSPORTATION

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

DESIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

DRAWN BY: \_\_\_\_\_ DATE: \_\_\_\_\_

IN CHARGE OF TRANSPORTATION: \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED SHALL BE IN FEET AND INCHES. DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE SPECIFIED.

