



# City of Newark

City Hall  
920 Broad Street  
Newark, New Jersey 07102

## Legislation Text

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File #: 21-1256, Version: 1

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**Dept. / Agency:** Economic and Housing Development

**Action:** ( ) Ratifying (X) Authorizing ( ) Amending

**Type of Service:** Design Phase Agreement

**Purpose:** To provide a Design Phase Agreement between the City of Newark and National Railroad Passenger Corporation ("Amtrak").

**Entity Name:** National Railroad Passenger Corporation

**Entity Address:** 30<sup>th</sup> Street Station, Box 46, 2955 Market Street, Philadelphia, Pennsylvania 19104

**Contract Amount:** \$423,720.00 (estimated)

**Contract Period:** None

**Contract Basis:** ( ) Bid ( ) State Vendor ( ) Prof. Ser. ( ) EUS

( ) Fair & Open ( ) No Reportable Contributions ( ) RFP ( ) RFQ

( ) Private Sale ( ) Grant ( ) Sub-recipient (X) n/a

**WHEREAS**, the City of Newark ("the City") has determined to undertake the development of the Second Phase of the Mulberry Commons Development initiative, for the construction of a Pedestrian Bridge; and

**WHEREAS**, Amtrak operates intercity passenger rail service over certain railroad right-of-way which extends between Washington, DC and Boston, Massachusetts (known as the "Northeast Corridor"); and

**WHEREAS**, other railroads use such railroad right-of-way to provide commuter and freight rail services; and

**WHEREAS**, an abandoned freight railroad bridge crosses over the Northeast Corridor just south of Newark Pennsylvania Station (the "Station") at railroad milepost 8.84 in the City of Newark, New Jersey (the "Railroad Bridge"); and

**WHEREAS**, as part of its Mulberry Commons Development initiative surrounding the Station, the City proposes to demolish the Railroad Bridge and design and ultimately construct the pedestrian bridge and related improvements, as more fully described in Section 2 of the Design Phase Agreement, in the same vicinity of the Railroad Bridge with access to the Station (such work being referred to as "the Project"); and

**WHEREAS**, on September 15, 2021, by Resolution 7R4-a, the Municipal Council approved the submission of an application to the Local Finance Board relating to the proposed issuance of up to \$110,000,000.00 in Mass Transit Access Tax Revenue Bonds for the Project, the proceeds of which will be used to pay the costs of the Project, as well as preliminary expenses and soft costs; and

**WHEREAS**, Amtrak reserved for itself, its successors and assigns, that certain tube easement for tracks A, 1, 2, 3, 4 and 5 as more fully described in Exhibit B at page 2 of 8 to that certain Deed of Real Property and Air Space made May 2, 1984 by and between Amtrak and New Jersey Transit Corporation and recorded in Deed Book 4826, Page 696 in the Office of Recorder for Essex County on May 7, 1984, and in the plan identified as Attachment A referred to in said Exhibit B; and

**WHEREAS**, due to the proximity of the Project to Amtrak's property, easements and railroad operations, the City desires input from Amtrak on the potential impact of the Project on Amtrak's property, easements, facilities and operations; and

**WHEREAS**, the Project will require the City and its contractors to enter onto, over, under and/or adjacent to property owned, controlled or utilized by Amtrak, will require various assistance from Amtrak and may require alterations to Amtrak's facilities; and

**WHEREAS**, the Parties agree that protection of Amtrak's property, facilities and operations is a paramount public safety concern; and

**WHEREAS**, all work arising out of or connected with the Project must be closely and safely integrated with Amtrak's operations so as not to impede or interfere with said safe operations; and

**WHEREAS**, the City has requested that Amtrak perform various services as set forth herein during the design phase of the Project; and

**WHEREAS**, the City shall pay for all funding for the Project, and shall procure the services of a contractor to perform a site survey and to design the Project; and

**WHEREAS**, Amtrak is willing to perform certain services as set forth herein; and

**WHEREAS**, Amtrak has provided, as Exhibit A, a cost estimate for the design phase of the project in the sum of Four Hundred and Twenty-Three Thousand, Seven Hundred Twenty Dollars and Zero Cents (\$423,720.00), which is subject to change as the Project proceeds; and

**WHEREAS**, prior to initiation of any services by Amtrak during the design phase of the Project, the City will remit payment to Amtrak in the amount of \$211,860.00, representing Fifty Percent (50%) of Amtrak's cost estimate for the design phase of the project; and

**WHEREAS**, the City has agreed to reimburse Amtrak for all costs incurred in connection with the design phase of the project; and

**WHEREAS**, the City has agreed to defend indemnify and hold Amtrak harmless for to liability obligations arising out this Agreement; and

**WHEREAS**, the Parties agree to carry out their responsibilities in connection with the design phase of the Project in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE CITY OF NEWARK, NEW JERSEY, THAT:**

1. The Municipal Council hereby approves the Design Phase Agreement, in substantially the form presented for a contract amount of Four Hundred Twenty-Three Thousand Seven Hundred Twenty Dollars and Zero Cents (\$423,720.00).
2. The Mayor of the City of Newark and/or his designee, the Director of the Department of Engineering are hereby authorized to enter into and execute the Design Phase Agreement in substantial form attached hereto.
3. The Director of the Department of Engineering is hereby authorized to effectuate certain business terms and conditions related to the Design Phase Agreement in substantial form attached hereto.
4. The Department of Engineering shall place the executed Design Phase Agreement on file in the Office of the City Clerk.

**STATEMENT**

This Resolution approves the City of Newark's execution of the Design Phase Agreement with National Railroad Passenger Corporation (Amtrak) having its offices at 30<sup>th</sup> Street Station, Box 46, 2955 Market Street, Philadelphia, Pennsylvania 19104, for an estimated contract amount of \$423,720.00.