



# City of Newark

City Hall  
920 Broad Street  
Newark, New Jersey 07102

## Legislation Text

File #: 16-1570, Version: 1

**Dept/ Agency:** Water and Sewer Utilities

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

**Type of Service:** Intergovernmental Agreement

**Purpose:** Utility Relocation for Removal of Rail Bridge at Bay Avenue

**Entity Name:** Consolidated Rail Corporation

**Entity Address:** 1717 Arch Street, Suite 1310, Philadelphia, Pennsylvania 19103

**Contract Amount:** No Municipal Funds Required

**Funding Source:** Consolidated Rail Corporation

**Contract Period:** Until Completion of the Project

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

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

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

**Additional Information:**

No municipal funds are required or will be spent. However, Consolidated Rail Corporation will reimburse the City for any costs incurred by the City which are necessary to accomplish this Project.

**WHEREAS**, CONRAIL is about to undertake the removal of a rail bridge that spans over a portion of Bay Avenue, the Bay Avenue Bridge Reconstruction Project, adjacent to Newark Block 5088 Lots 67 and 72.01 in the City of Newark, County of Essex, State of New Jersey hereinafter called the "Project"; and

**WHEREAS**, the Project requires the relocation of two (2) existing water lines as identified on Exhibit A (the "Water Lines") which are owned and operated by the City; and

**WHEREAS**, the purpose of this Utility Relocation Agreement between CONRAIL and the City is to include all required utility facility construction and to protect, relocate, and rearrange facilities of the existing Water lines owned and operated by the City as may become necessary by CONRAIL Project; and

**WHEREAS**, through the Utility Relocation Agreement, the Parties concur that CONRAIL will relocate at no cost to the City. The City and CONRAIL agree to jointly use their best efforts to relocate the existing water facilities and construct new water lines and connections within the project limits without detrimentally affecting or interrupting services to the City of Newark's customers; and

**WHEREAS**, the City of Newark has the legal right to occupy public right-of-way, subject to the conditions imposed by CONRAIL, which rights are in no way mitigated by this agreement; and

**WHEREAS**, the City of Newark is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

**WHEREAS**, the City shall cooperate with CONRAIL in developing plans and cost estimates for

the work necessitated by CONRAIL Project and the City shall designate a responsible representative from the Department of Water and Sewer Utilities; and

**WHEREAS**, CONRAIL will, at its sole cost and expense, contract for and cause to be constructed, all items indicated in the CONRAIL's contract plans and specifications for the Project, related to existing and proposed facilities owned and operated by the City of Newark; and

**WHEREAS**, the City will disclose and verify to CONRAIL, its existing utility facilities, which are owned and operated by the City, that are within CONRAIL Project's limits and that will or may be effected or impacted by the Project. The City shall identify the facility type, size and operating potentials; and

**WHEREAS**, CONRAIL will indicate, disclose and identify to the City the existing and proposed utility facilities, owned and operated by the City, and/or to be constructed by CONRAIL, as per the contract documents; and

**WHEREAS**, when CONRAIL begins to develop plans for the Utility Relocation Project, both CONRAIL and the City shall jointly identify potential conflicts between the City's facilities within the Project limits and both CONRAIL and the City shall jointly develop a scheme for the protection, relocation, rearrangement and/or betterment of facilities in accordance with N.J.A.C. 16:25 Utility Accommodation to accomplish the Project; and

**WHEREAS**, CONRAIL will authorize and reimburse the City for its actual costs of design, review, approval and inspection, for the protection, relocation and/or adjustment of its existing facilities necessary to accomplish the Project; and

**WHEREAS**, the City will submit and CONRAIL will reimburse the City its costs for, among other things, the preliminary engineering design, correspondence, meetings and exchange of engineering information with CONRAIL once this Agreement is fully executed, issued and approved; and

**WHEREAS**, CONRAIL will issue modifications to this Agreement to cover unanticipated work resulting from Project activities and/or field conditions; and

**WHEREAS**, under the Utility Relocation Agreement, the City will comply with the Buy America Federal Regulation requirements as set forth in 23 U.S.C. §313 and 23 C.F.R. §635.410 for all steel and iron materials furnished by the City for incorporation in this Project; and

**WHEREAS**, CONRAIL will supply the City with a copy of the contract plans and specifications once the Project is advertised; and

**WHEREAS**, the Water facilities constructed under the terms of this Agreement shall become the sole property of the City of Newark and the City shall be solely responsible for its operation, repair, and maintenance.

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

1. The Mayor, and/or his designee and the Director of the Department of Water and Sewer Utilities, are hereby authorized on behalf of the City of Newark to enter into a Utility Relocation Agreement with CONRAIL for the proposed Bay Avenue Bridge Reconstruction.
2. A fully executed copy of this Agreement shall be filed in the Office of the City Clerk by the Director of Water and Sewer Utilities.
3. No changes shall be made to the terms and conditions of this Agreement without prior Municipal Council approval.
4. No municipal funds are required or will be spent under this Agreement or for this Project. However, CONRAIL will reimburse the City for any costs incurred by the City which are necessary to accomplish this Project.

### **STATEMENT**

This resolution authorizes the Mayor and/or his designee, the Director of the Department of Water and Sewer Utilities to enter into a Utility Relocation Agreement with CONRAIL for the protection, relocation, rearrangement, adjustment and/or replacement of the City's existing Water facilities, and the construction of new facilities, as may become necessary during the Bay Avenue Bridge Reconstruction.