



# City of Newark

City Hall  
920 Broad Street  
Newark, New Jersey 07102

## Legislation Text

File #: 15-0097, Version: 1

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

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

**Type of Service:** Intergovernmental Agreement

**Purpose:** Utility Relocation Agreement with the State for the design and construction of Routes 1 and 9 Local and Express Pavements

**Entity Name:** New Jersey Department of Transportation

**Entity Address:** Post Office Box 600, Trenton, New Jersey 08625-0600

**Contract Amount:** N/A

**Funding Source:** New Jersey Department of Transportation

**Contract Period:** Until Completion of State 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:**

**WHEREAS**, the New Jersey Department of Transportation (NJDOT or State) is in a process to undertake the design and construction of Routes 1 and 9 Local and Express Pavements in the City of Newark, Essex County (hereinafter "State Project" or "the Project"); and

**WHEREAS**, the State Project may require the protection, relocation, rearrangement and/or adjustment of existing facilities, and the construction of new facilities, of the existing Water and Sanitary Sewer system owned and operated by the City of Newark ("City"); and

**WHEREAS**, the purpose of this Utility Relocation Agreement ("Agreement") between the NJDOT and the City is to cover all required utility facility construction and to protect, relocate, and rearrange facilities of the existing Water and Sanitary Sewer system owned and operated by the City as may become necessitated by the State Project; and

**WHEREAS**, the intention of this Agreement is that NJDOT will replace, at no cost to the City, facilities which, because of the State Project, are in any way removed, relocated and/or disrupted, resulting in services being restored to the status and degree of use as existed prior to said changes. The City and the State agree to jointly use their best efforts to relocate, adjust and/or abandon the existing facilities and construct any new facilities, as deemed necessary, without detrimentally affecting or interrupting services to the City of Newark's customers; and

**WHEREAS**, the City's legal right to occupy public right-of-way, subject to the conditions imposed by NJDOT, is in no way changed or mitigated by this Agreement; and

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

**WHEREAS**, the City shall cooperate with the State in developing plans and cost estimates for the work necessitated by the State Project, and the City shall designate a responsible representative from its Department of Water and Sewer Utilities, to coordinate its efforts with those of the State; and

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

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

**WHEREAS**, the State 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 the State, as per the contract documents for the State Project; and

**WHEREAS**, when the State begins to develop plans for the State Project, both the State and the City shall jointly identify potential conflicts between the City's facilities and the Project and both the State 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 State Project; and

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

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

**WHEREAS**, the State 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 State Project; and

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

**WHEREAS**, the Water and Sanitary Sewer work 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 a Utility Relocation Agreement with the New Jersey Department of Transportation (NJDOT) for Routes 1 and 9 for the proposed design and construction of the Local and Express Pavements.
2. A fully executed copy of this utility 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 for this State Project. However, the State will reimburse the City for any costs incurred by the City and deemed necessary to accomplish this State 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 the New Jersey Department of Transportation (NJDOT) for the protection, relocation, rearrangement, adjustment and/or replacement of the facilities of the City's existing Water and Sanitary Sewer System, and the construction of new facilities, as may become necessary during the State's Project to design and construct Routes 1 and 9 Local and Express Pavements.