

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH  
THE CITY OF HOBOKEN FOR THE 9TH STREET AND MADISON STREET  
DRAINAGE PROJECT**

**MOTIONED BY:** Friedrich

**SECONDED BY:** Guzman

**WHEREAS**, The North Hudson Sewerage Authority (the "Authority") is a public body, duly formed under the Sewerage Authorities Law, constituting Chapter 138 of the Laws of New Jersey of 1946, as amended (Chapter 14A of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein;

**WHEREAS**, the Authority is authorized pursuant to the Shared Services Act (N.J.S.A. 40A:65-1 et seq.) and the Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.) to enter into an agreement with other local units to jointly provide for any lawful service;

**WHEREAS**, the Authority and the City of Hoboken have determined it desirable to entered into a shared services agreement to address recurring flooding during rainfall events due to inadequate drainage infrastructure, settling soils, and surface topography in the areas surrounding the intersection of 9th Street and Madison Street in the City of Hoboken, a form of which is set forth in Appendix A hereto (the "Agreement").

**NOW THEREFORE, BE IT RESOLVED BY THE AUTHORITY AS FOLLOWS:**

Section 1. The Executive Director is hereby authorized to executed and deliver the Agreement in substantially the form set forth in Appendix A hereto, with such changes as the Executive Director, after consultation with the General Counsel, shall determine. The Secretary of the Authority is hereby authorized to attest to the execution of the Agreement by the Executive Director and to affix, imprint or reproduce the Authority's official seal to such Agreement.

Section 2. This resolution shall take effect immediately.

**DATED: MARCH 21, 2024**

**RECORD OF COMMISSIONERS' VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSENT</b>
Commissioner Gardiner	x		
Commissioner Kappock	x		
Commissioner Marotta	x		
Commissioner Friedrich	x		
Commissioner Guzman	x		
Commissioner Velazquez			x
Commissioner Barrera			x
Commissioner Zucconi	x		
Commissioner Assadourian	x		

**THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE  
NORTH HUDSON BOARD OF COMMISSIONERS ON MARCH 21, 2024.**



\_\_\_\_\_  
**SECRETARY**

## Appendix A

SHARED SERVICES AGREEMENT FOR THE 9TH STREET AND MADISON STREET  
DRAINAGE PROJECT BY AND BETWEEN THE NORTH HUDSON SEWERAGE  
AUTHORITY AND THE CITY OF HOBOKEN

**SHARED SERVICES AGREEMENT FOR THE 9<sup>TH</sup> STREET AND MADISON STREET  
DRAINAGE PROJECT BY AND BETWEEN THE NORTH HUDSON SEWERAGE  
AUTHORITY AND THE CITY OF HOBOKEN**

**THIS AGREEMENT** dated the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is made BETWEEN the North Hudson Sewerage Authority (the “NHTSA”), whose principal business address is 1600 Adams Street, Hoboken, New Jersey 07030 and the City of Hoboken (the “City”) whose principal business address is 94 Washington Street, Hoboken, New Jersey 07030.

**WHEREAS**, each of the local units hereto is authorized pursuant to the Shared Services Act, N.J.S.A. 40A:65-1 et seq., to enter into an agreement with other local units to jointly provide for any lawful service;

**WHEREAS**, there exists a need for the City to enter into a Shared Services Agreement with the NHTSA to address recurring flooding during rainfall events due to inadequate drainage infrastructure, settling soils, and surface topography in the areas surrounding the intersection of 9th Street and Madison Street in the City (the “Project Area”);

**WHEREAS**, the City is also planning to upgrade the potable water distribution system within the Project Area;

**WHEREAS**, the 9<sup>th</sup> Street and Madison Street Drainage Project requires collaboration between the two local units for design processes and construction components;

**WHEREAS**, the governing bodies of the City and of the NHTSA have authorized this Shared Services Agreement to be entered into; and,

**WHEREAS**, this Shared Services Agreement is executed pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and N.J.S.A. 40A:65-1 et seq. and the Parties hereto agree as follows:

**1. Services to be Performed:**

(a) Scope of Pre-Design Analysis and Investigation: The NHTSA has surveyed roadways in the Project Area, and their consultant has furnished that survey data to the City in AutoCAD format.

- i. The NHSA is responsible for a Citywide drainage study as part of its system characterization task in the Long-Term Control Plan.
- ii. The City is responsible for a drainage analysis for the project that delineates drainage areas tributary to the Project Area under existing and proposed regraded conditions; presents a comparison of existing and proposed regraded conditions drainage areas using GIS mapping and a table showing drainage areas and drainage area characteristics; evaluates the impact of any significant changes in drainage patterns within the drainage system with the project area; and prepare a technical memorandum summarizing the analysis and submit same to the NHSA.
- iii. The NHSA is responsible for evaluating the impact of any significant changes in drainage patterns on the area drainage systems. Findings will be provided in a technical memorandum to the City.
- iv. The NHSA is responsible for a geotechnical investigation and evaluation for the project that conducts a subsurface investigation including one test boring about 90 feet deep and prepare a technical memorandum summarizing the results of the subsurface investigation and for the design of the combined sewer.
- v. The NHSA and the City will inform each other of any other field investigation or pre-analysis work in public right-of-way that may be necessary for their respective design processes to ensure coordination and avoid duplicative work.

(b) Scope of Design: The NHSA will be responsible for the engineering design plans, specifications, permits and cost estimate for a new combined sewer system within the Project Area.

The City will be responsible for the engineering design plans, specifications, permits and cost estimate for the following components:

- Replacement of pavement
- Replacement of striping in accordance with MUTCD and the City's Complete Street Policy
- Replacement of curbs and sidewalks
- Installation of new curb pieces and bicycle safe grates
- ADA ramps and detectable warning services

- Water infrastructure replacement including but not limited to water mains, fittings, valves, tie-ins, fire hydrants, services from the main to curb box, and related appurtenances.

The City agrees to approach the property owner of the southwest corner of Madison and 9th Streets in the City to determine if the property owner will allow the raising and relocation of several doors. This work is on private property and is necessary to raise the elevations at the intersection of Madison and 9th Streets in the City.

For both the NHSA and the City, environmental planning, engineering design plans and specifications and permitting documents must meet all New Jersey Environmental Infrastructure Financing Program requirements of the New Jersey Infrastructure Bank.

(c) Bidding: All components will be bid and constructed as one project.

- i. Bid Documents: The NHSA and the City will each develop the required specifications for the project components noted above. The City will provide plan sheets, construction details and technical specifications sections to be included in the NHSA bid package. The NHSA will be responsible for the front end plans and specifications. The format of the technical specifications shall be agreed upon by the respective Consultants. The NHSA shall review and approve the bid documents that will be prepared by the City's consultant. The NHSA shall provide a written summary of said comments for review and revision by the City's consultant.
- ii. The Project will be publicly bid in accordance with Local Public Contracts Law and all applicable regulations for both the NHSA and the City. The NHSA will be responsible for assembling the bid packages, bidding out the project, receiving bids and completing the bid tabulation memorandum/recommendation of award letter. Bid documents will require authorization to advertise and authorization to award from New Jersey Department of Environmental Protection, and must meet all New Jersey Environmental Infrastructure Financing Program requirements of the New Jersey Infrastructure Bank.

The City and their consultants shall be available for a pre-bid conference, to provide answers to the questions of prospective bidders and if necessary provide

the necessary documents to issue addendums. The NHSA will be responsible to issue addendums as required.

- iii. It is anticipated that the Construction Contract will be a unit price contract, therefore the pay items that pertain to the NHSA's and the City's respective scopes of work will be clearly identified and agreed upon in the bid proposal prior to bidding. In order to avoid the possibility of an unbalanced bid, minimum bid prices may be utilized as mutually agreed upon.
- iv. Construction Administration: The NHSA will be responsible for assembling a Request for Proposals ("RFP") for construction administration services, issuing the RFP, receiving proposals from the Authority's Consulting Engineers. The construction administration RFP will require authorization to advertise and authorization to award from New Jersey Department of Environmental Protection, and must meet all New Jersey Environmental Infrastructure Financing Program requirements of the New Jersey Infrastructure Bank
- v. The NHSA will make the formal award of the construction contract to the qualified low bidder.
- vi. The NHSA will provide the City with as-built drawings in Auto-Cad Format.

(d) Construction Administration: The NHSA will administer the construction contract.

- i. After the bid for the construction of the Project has been accepted, the NHSA will guarantee a total price for the Project which shall be subject to the approval of Hoboken. If the final Project costs exceed the guaranteed price specified to Hoboken, the Authority shall be responsible for all cost overages. This shall include additional costs resulting from change orders. The guaranteed price shall be based upon the Contract Award plus a contingency of ten-percent.
- ii. The NHSA will administer and approve all construction change orders.
- iii. The NHSA will provide the City with a written report of the progress of the work on monthly basis.
- iv. The City and their consultants will be available to respond to Requests for Information or other questions that may arise during the course of construction that pertain to the City's scope of work. This will include but not be limited to attending site meeting and the preparation of the revised drawings or sketches.

- v. The NHSA will not make any material changes to the work without notifying the City or its consultants.

(e) Project Coordination: The City and its design team met with members of NHSA and its design team prior to commencing project design to review the design goals, project scope and deliverables at key design milestones, project schedule, and communications.

- i. Monthly Meetings: The City and its design team shall meet with members of NHSA and its design team on a monthly basis for the duration of project design. Other stakeholders shall attend monthly meetings as needed. The City design team shall prepare agendas and minutes or meeting notes for each meeting, with a two-week period for review and approval of all documents and drafts by municipal officials prior to each meeting. New Jersey Infrastructure Bank/NJDEP will be invited to join part or all of the monthly meetings via conference call on an as needed basis.
- ii. Deliverables: The City and the NHSA design teams shall share relevant deliverables at key design milestones, including data/deliverables for pre-design analysis, environmental review documents, preliminary (60%), and final (100%) design plans and specifications, permitting documents, and construction bid documents.

(f) Miscellaneous: The NHSA will be responsible for all documentation required to finance the following project components through the New Jersey Environmental Infrastructure Financing Program Clean Water State Revolving Loan program of the New Jersey Infrastructure Bank: construction of a new combined sewer replacement. The City will be responsible for all documentation required to finance the following project components through the New Jersey Environmental Infrastructure Financing Program requirements of the New Jersey Infrastructure Bank Drinking Water State Revolving Loan program of the New Jersey Infrastructure Bank: water infrastructure and associated roadway resurfacing. This New Jersey Environmental Infrastructure Financing Program requirements of the New Jersey Infrastructure Bank application approach is subject to review and discussion with New Jersey Infrastructure Bank/NJDEP.

**2. Cost-Sharing:** The City and NHSA will each be financially responsible for the costs to prepare the engineering design plans, specifications, permits, environmental planning documents, and cost estimates for the project components noted in the “Services to be Performed” section above.

- i. The NHSA will be financially responsible for the bidding process which will include the cost of legal advertisements and printing.
- ii. The NHSA will be financially responsible for costs associated with the construction of the combined sewer line replacement, and raising the grades along Madison Street from 9th Street to 11th Street in the City which includes additional fill, the replacement of curbs and sidewalks, installation of new curb pieces and bicycle safe grates, ADA ramps and detectable warning services, replacement of pavement, and replacement of striping in accordance with MUTCD and the City’s Complete Street Policy on Madison Street. The City will be financially responsible for costs associated with tree grates, street trees, and raising of light poles on Madison Street.
- iii. The City will be financially responsible for costs associated with the construction of the replacement of curbs and sidewalks, installation of new curb pieces and bicycle safe grates, ADA ramps and detectable warning services, tree grates, street trees, raising of light poles, water infrastructure, replacement of pavement, and replacement of striping in accordance with MUTCD and the City’s Complete Street Policy on 9th Street and 11th Street.
- iv. Each party’s financial responsibility will be determined by the pay items contained in the bid proposal as discussed previously in this agreement.
- v. The City agrees to allow the NHSA to administer the submission of loan reimbursements through the New Jersey Environmental Infrastructure Financing Program requirements of the New Jersey Infrastructure Bank.
- vi. The NHSA and the City will share the financial responsibility of all construction administration costs. NHSA will provide 50% of such costs and the City will provide 50% of such costs.
- vii. The City will be financially responsible for the Outside Employment Police that will be used as traffic directors during the course of construction.



3. **Term**: The term of this Agreement shall commence immediately and continue until completion of the construction of the Project.

4. **Affirmative Action**: The NHSA and the City agree to adhere to Affirmative Action requirements of the State of New Jersey as set forth as Exhibit “A” and as provided by State Law.

5. **Legal Action**: The parties agree that in the event of legal action by either party, same shall be by Court proceedings and the parties hereby waive arbitration as a forum for resolution of any dispute.

6. **Exhibits**: All documents referenced herein are made part of this Contract as if set forth in length herein.

7. **Enabling Resolution**: This Agreement is expressly contingent upon the adoption of concurring resolutions by the NHSA and the City authorizing the execution of this Agreement.

8. **Compliance with Laws**: NHSA and the City shall comply with all Municipal, State and Federal legal requirements and the City shall pay all costs, expenses, fines, penalties and damages which may be imposed upon NHSA, because of the City’s design failure.

9. **Insurance**: The City shall be specifically listed on the NHSA’s liability insurance as an additional named insured and the NHSA shall provide the City with a copy of the declaration page from NHSA’s liability insurance on the Effective Date. In addition, the City will be provided with proof that NHSA has the following coverage:

- Commercial General Liability - \$1,000,000.00 occurrence/\$2,000,000.00 aggregate
- Worker's Compensation - statutory amount
- Employer’s liability - \$1,000,000.00 each accident/disease/policy limit.
- Commercial Automobile coverage with a combined single limit of \$1,000,000.00 for bodily injury and property damage.
- Umbrella coverage, with a \$5,000,000.00 limit is recommended. The City shall be named as an additional insured on the Umbrella policy.

9. **Indemnification**: To the fullest extent permitted by law, the NHSA shall, at its own expense, defend, indemnify, and hold harmless the City, its officers, and employees, from

and against any and all claims, damages, penalties, loses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from the design and/or any act or omission of the NHSA, its officers, agents, servants, licensees, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the City, its officers, agents, contractors, subcontractors and employees. The NHSA will, at its own costs and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against the City, its officers, agents, and employees, or in which it or they may be impleaded with others. This indemnification shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, the City shall, at its own expense, defend, indemnify, and hold harmless the NHSA, its officers, and employees, from and against any and all claims, damages, penalties, loses, expenses (including reasonable attorney's fees) or judgments, arising from injury or death to any person, property, or environmental damage, any act or omission of the City, its officers, agents, servants, licensees, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of the NHSA, its officers, agents, contractors, subcontractors and employees. The City will, at its own costs and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against the NHSA, its officers, agents, and employees, or in which it or they may be impleaded with others. This indemnification shall survive the expiration or termination of this Agreement.

**11. Assignment:** The NHSA shall not assign this Agreement without prior written consent of the City.

**12. Entire Contract:** This Agreement contains the entire contract between the Parties. No representative, agent or employee of the City has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless

reduced to writing and signed by City and the NHSA unless otherwise stated elsewhere in this Agreement.

**13. Notices:** All notices required under the terms of this Agreement shall be given and shall be complete by mailing such notices by regular or certified mail, to the address of the Parties as shown in this Agreement or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner. All notices sent to the NHSA shall be directed to the Executive Director with a copy to the Authority Engineer, at the address shown in this Agreement.

**14. Termination:** Notwithstanding any other provision of this Agreement, both the NHSA and the City shall have the right to cancel this Agreement. If either party wishes to terminate this Agreement, 180 calendar days prior written notice must be given to the other party of their intent to terminate.

**15. Laws:** This Agreement shall be governed by and construed in accordance with the Laws of the State of New Jersey.

ATTEST: CITY OF HOBOKEN

BY: \_\_\_\_\_

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

ATTEST: NORTH HUDSON SEWERAGE AUTHORITY

BY: \_\_\_\_\_

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