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## **Mullica Hill Congestion Relief Project Agreement**

THIS AGREEMENT ("Agreement"), made this \_\_\_\_\_ day of June , 2007, by and among (i) the New Jersey Department of Transportation ("NJDOT"), a principal department of the State of New Jersey, and (ii) the County of Gloucester ("Gloucester County").

WHEREAS, Gloucester County's population and traffic congestion has increased significantly in recent years.

WHEREAS, NJDOT recognizes that Route U.S. 322 in Harrison Township provides a regional transportation linkage for both work destinations and shore destinations.

WHEREAS, Both Gloucester County and Harrison Township are seeking a solution to the traffic congestion in Mullica Hill, including the consideration of a bypass of Mullica Hill.

WHEREAS, Gloucester County and Harrison Township do not have the financial resources to undertake a study to develop, evaluate and implement solutions to the congestion problem.

WHEREAS, Gloucester County is seeking financial assistance from NJDOT to develop improvement alternatives and implement solutions to relieve congestion in Mullica Hill.

NOW THEREFORE, in consideration of the promises and the mutual covenants and representations contained herein and intending to be legally bound, the parties hereby agree as follows:

1. NJDOT will provide Gloucester County a cumulative sum of \$15 million for concept development, feasibility assessment, design, right-of-way, and construction of improvements for congestion relief in Mullica Hill.
2. Costs exceeding \$15 million shall be the responsibility of Gloucester County.
3. Subject to the availability of funds and in accordance with the terms of this Agreement, the NJDOT shall provide Gloucester County \$1 million per year over three fiscal years beginning in State Fiscal Year 2009 and ending in State Fiscal Year 2011.
4. Subject to the availability of funds NJDOT shall provide Gloucester County \$1.5 million per year over four fiscal years beginning in State Fiscal Year 2012 and ending in State Fiscal Year 2015.

5. Subject to the availability of funds NJDOT shall provide Gloucester County \$2 million per year over three fiscal years beginning in State Fiscal Year 2016 and ending in State Fiscal Year 2018.

6. Gloucester County agrees that these funds will be used for actual costs associated with the Mullica Hill Congestion Relief Project.

7. Provision of Funds

a. Upon execution of this agreement and within 60 days after the start of State Fiscal Year 2009, and after Gloucester County has secured its first series of bonds associated with this project, NJDOT shall make available to Gloucester County \$2 million for the Mullica Hill Congestion Relief project.

b. Within 60 days of the start of Fiscal Years 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, NJDOT shall make available funds as indicated in Paragraphs 3 and 4 of this agreement.

c. Upon notification of funds availability, Gloucester County, through a payment voucher will invoice NJDOT for the funds and certify that the funds paid will be used for actual costs associated with in accordance with the purposes outlined in this agreement.

8. Gloucester County agrees that it must comply with all applicable federal, state and public contracts law in performing work utilizing these funds.

9. Indemnification and Insurance

a. Gloucester County agrees to cause each of its professional services consultants performing work for or in connection with the Project, to assume all risk of loss or damage to property or injury to, or death of, persons arising out of any negligent act, error or omission of the consultant, and Gloucester County agrees to cause each such consultant to defend, at its own expense, NJDOT, its officers and employees, against any and all suits, claims, losses, demands or damages of whatsoever kind or nature, arising out of, or claimed to arise out of, or relating in any way to, the work of the Project or the breach of any contract performing to the Project by said consultant.

b. Gloucester County agrees to cause each of its contractors performing work for, or in connection with, the Project, to assume all risk of loss or damage to property or injury to, or death of, persons arising out of any act, error or omission of the contractor, and Gloucester County

agrees to cause each such contractor to defend, at its own expense, NJDOT, its officers and employees, against any and all suits, claims, losses demands or damages of whatsoever kind or nature, arising out of, or claimed to arise out of, or relating in any way to, the work of the Project or the breach of any contract pertaining to the Project by said contractor.

- c. Gloucester County shall cause to be maintained by all consultants and contractors working on the Project policies of commercial general liability and other liability insurance with limits acceptable to the Township and State, covering claims arising out of or claimed to arise out of the work to be in connection with the Project, pursuant to which Gloucester County shall be an insured or included as a named or additional insured, and Gloucester County shall, at no expense to the State, cause NJDOT, its officials and employees, to be named as an additional insured under all such policies except professional liability with respect to any claims arising out of, or claimed to arise out of, or relating in any way to the work of the Project.

Nothing in this Agreement shall create any third party beneficiary's right in any person not a party to this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be duly executed the day and year first above written.

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ATTEST/SEAL:

COUNTY OF GLOUCESTER

\_\_\_\_\_

By: \_\_\_\_\_  
Stephen M. Sweeney  
Freeholder Director

ATTEST/SEAL:

STATE OF NEW JERSEY  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
Jacqueline Trausi  
NJDOT Secretary

By: \_\_\_\_\_  
Kris Kolluri, Esq.  
Commissioner

Date: \_\_\_\_\_

Subscribed and sworn before me the day and year above written

\_\_\_\_\_  
Jacqueline Trausi  
Notary Public of New Jersey  
My Commission Expires: February 19, 2008

The aforementioned agreement has been reviewed and approved as to form.  
ANNE MILGRAM  
Attorney General of New Jersey

By: \_\_\_\_\_  
Richard Harcar  
Deputy Attorney General

Date: \_\_\_\_\_

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