

Draft

AGREEMENT

AGREEMENT made this day of , 1992, by and between New Jersey Highway Authority, a body corporate and politic of the State of New Jersey, established pursuant to P.L. 1952, c. 16, as amended, (hereinafter referred to as "AUTHORITY"), and the County of Burlington, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS, various COUNTY roads, under the jurisdictional responsibility of Burlington County, cross over the Garden State Parkway, between GSP Milepost 49 and GSP Milepost 56, specifically located at:

GSP Interchange 52 (East Greenbush Road); and

WHEREAS, during the original Garden State Parkway construction, wooden guiderail was installed along COUNTY roads by the New Jersey Highway Authority; and

WHEREAS, the original wooden guiderail has reached its useful life and needs to be replaced; and

WHEREAS, existing Garden State Parkway jurisdictional maps in Burlington County require a clearer determination regarding responsibilities for guiderail maintenance along COUNTY roads; and

WHEREAS, Authority is currently upgrading guiderail installations along the Garden State Parkway, in Burlington County.

NOW THEREFORE, in consideration of mutual agreements and covenants hereinafter contained, the parties hereto agree to and with each other as follows:

1. AUTHORITY will initiate engineering design to prepare contract documents to remove existing timber guiderail and install galvanized steel beam guiderail along the above listed county road crossing the Garden State Parkway, at the locations shown on the attached construction plans, hereinafter referred to as EXHIBIT "A", at the sole cost of the AUTHORITY.

2. AUTHORITY will obtain all necessary approvals, construct, and perform supervision of construction services, for the removal of the timber guiderail and installation of galvanized steel beam guiderail at the locations shown on the attached EXHIBIT "A", at the sole cost of the AUTHORITY.
3. Upon completion of guiderail installation along the County roads identified on the attached EXHIBIT "A", COUNTY will assume all responsibilities for the guiderail, including but not limited to: future maintenance, future modifications, and future claims, at the sole cost of the COUNTY.
4. COUNTY agrees to indemnify, defend, and save harmless AUTHORITY from any and all future claims brought against AUTHORITY arising out of this agreement, except for claims arising out of the sole active negligence of AUTHORITY.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their duly authorized officers, and have thereto set their hands and seals this day and year first above written.

BURLINGTON COUNTY

NEW JERSEY HIGHWAY AUTHORITY

FREEHOLDER DIRECTOR

EXECUTIVE DIRECTOR

ATTEST:

ATTEST:

CLERK, BOARD OF CHOSEN FREEHOLDERS

ASSISTANT SECRETARY

APPROVED AS TO FORM:

APPROVED AS TO FORM:

COUNTY COUNSEL

GENERAL ATTORNEY