

6/26/62
7/6/62

NINE

THIS SUPPLEMENTAL AGREEMENT, made this 10th day of July one thousand nine hundred sixty-two between BURLINGTON COUNTY, hereinafter called the County, and the STATE OF NEW JERSEY, acting through its State Highway Commissioner, hereinafter called the State;

WHEREAS, there was an agreement executed 24 October 1961 between the parties hereto to cause the construction of a four lane facility on County Route 530 between State Highway Routes 38 and 206; and

WHEREAS, it is anticipated that this improvement will necessitate additional construction to channelize traffic at the intersection of County Route 530 and State Highway Route 38; and

WHEREAS, the County has caused the preparation of additional plans for the said channelization; and

WHEREAS, the County has made a proposal for a joint project which is deemed equitable by the State;

NOW, THEREFORE, this supplemental agreement witnesseth that for and in consideration of the mutual covenants contained herein the County and the State agree as follows:

FIRST, the County agrees to:

- (a) Confirm all items of the contract presently in force in part FIRST.
- (b) Adopt a resolution to effect the additional construction at the intersection mentioned in the preamble hereof.
- (c) Submit to the State for approval finished construction plans meeting standard New Jersey State Highway Department Specifications and Practice as outlined on a preliminary plan entitled: "Burlington County Engineering Department, Widening & Reconstruction of South Pemberton Road from N. J. Route 38 to U.S. Route 206, Townships of Southampton, Eastampton, Lumberton & Mount Holly, County of Burlington, Prepared by Taylor, Wiseman, Taylor & Sleeper, Consulting Engineers, Camden, N. J., Jun 20 1962".
- (d) Notify the State of the execution of the change of plan for effecting the execution of the additional construction.

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- (e) Notify the State as to the beginning of the additional construction in order that it may join in the inspection of work in progress, if deemed advisable.
- (f) Defend and save the State harmless from all claims by others as a result of constructing the subject channelized intersection within the State's right-of-way and also on areas contiguous thereto.
- (g) Bill the State on proper vouchers after approval of award of contract for that portion of the contract which is wholly a State project at the intersection of Route 38 and the South Pemberton Road, more particularly from Station 579+60 to Station 592+29.88 (back) = 19+06.28 (ahead) and on South Pemberton Road from Station 8+50 to Station 19+22 in accordance with unit prices bid and quantities within the limits set forth, and limited in amount to seventy-five thousand five hundred (\$75,500.00) dollars, except as qualified in part SECOND Item (d).
- (h) Reimburse the State for any decrease in total cost of the construction within the area more particularly described in Item (g) above.
- (i) After consummation of the total improvement, be responsible for the jurisdiction, control and maintenance of the subject roadway until a change in the law directs otherwise.

SECOND, the State agrees to:

- (a) Confirm all items of the agreement executed 24 October 1961 in part SECOND.
- (b) If satisfactory, approve all documents submitted by the County without delay.
- (c) Concur in the execution of the change of plan and join in the inspection of the work in progress, if deemed necessary.
- (d) Upon receipt of proper vouchers, pay the County as indicated in Item (g) above but in no event more than seventy-five thousand five hundred (\$75,500.00) dollars, except any extra costs exceeding this amount which may be caused by changes of plan required and approved by the State.
- (e) Reimburse the County for any increase cost approved by the State within the area between the limits described in Item (g) above.

THIRD, both parties agree:

- (a) The revisions for the existing traffic signals at Route U.S. 206 and S. Pemberton Road, and for required multiple lighting at Route 38 and S. Pemberton Road will be arranged for by a separate agreement between the County and the State.
- (b) The required underground structures for the aforementioned electrical systems will be included in this contract.

IN WITNESS WHEREOF, the County has had this instrument signed, had it attested, and the State has caused the same to be done on its part.

THE COUNTY OF BURLINGTON

Attest:

Andrew Soltesz, Jr.
Andrew Soltesz, Jr., Clerk

By Edward J. Hulse
Edward J. Hulse, Director
Board of Chosen Freeholders

THE STATE OF NEW JERSEY

Attest:

Kenneth D. Rice
Kenneth D. Rice, Secretary
State Highway Department

By D.R.P. Palmer 7/13
Dwight R.G. Palmer
State Highway Commissioner

APPROVED
S/ TO FORM

DEPT. ATTY. GEN.

7-9-62

Recommended
J.R.C.
7-13-62
Date
Recommended
Date
Approved
O.H.F.
7-13-62
Date