

(iv) in consultation with DeIDOT, coordinate the relocation of utilities with the respective utility companies as may be necessary;

(v) cause the consultants to design the New Infrastructure in accordance with applicable laws, regulations and standards to the satisfaction of DeIDOT;

(vi) in consultation with DeIDOT, divide up the work necessary to complete the New Infrastructure into appropriate phases and discrete projects;

(vii) cooperate with DeIDOT in the realignment of Jamison's Corner Road;

(viii) provide any needed rights of way across land owned by Developer or under its control; and

(ix) use DeIDOTs applicable bidding processes in contracting for the construction of necessary transportation system improvements; and

(x) perform such other tasks as are reasonably necessary for completion of the New Infrastructure.

Developer shall contribute to the costs of New Infrastructure in the amounts which reflect the Developer's proportionate share in light of background traffic (existing and future) and in light of other planned developments in the area of influence.

3. Design, Consultant and Construction Contracts. The parties agree that, for those projects on which the Developer shall serve as the project coordinator, the Developer shall be the party to hold all contracts with all design professionals, consultants, contractors and any other person or entity in connection with the design and construction of the New Infrastructure. For those projects on which DeIDOT shall serve as the project coordinator, DeIDOT shall be the party to hold all contracts with all design professionals, consultants, contractors and any other person or entity in connection with the design and construction of the New Infrastructure. A decision as to whether DeIDOT or the Developer shall serve as the project coordinator on any particular project shall be made on a case by case basis, based upon DeIDOT manpower constraints and its application of the Joint Agreement Statute.

(a) The parties agree that, regardless of whether DeIDOT or the Developer serves as project coordinator, the phasing and projects shall be coordinated with and shall support Developer's implementation and completion of the Village of Bayberry. Both parties will endeavor to complete the New Infrastructure projects consistent with the phasing requirements of the Village of Bayberry and in a manner satisfactory to Developer. For those projects on which Developer is the project coordinator, Developer and DeIDOT shall jointly agree on the choice of the design professionals, and consultants, with neither party's agreement or approval unreasonably withheld or delayed. All contracts shall include bonding, insurance, retainage and other terms and conditions reasonably acceptable to the parties.

(b) It is expressly agreed that where DeIDOT is serving as project