

2013 OTHER IMPORTANT DOCUMENTS

Adopting Body	Description	Number	Date
Commissioners	Amended Agreement for Construction CR600S/700E Roundabout Intersection with Town of Plainfield	1	6/25/2013
Commissioners	Agreement for Construction of Bridge Over CSX on SR 267 with Town of Avon	2	9/12/2013

**AMENDED AGREEMENT FOR CONSTRUCTION
OF CR 600S/700E Roundabout Intersection**

This Agreement entered into and approved by the parties on the dates set out herein, between Town of Plainfield, Indiana (hereinafter referred to as "**Plainfield**"), and the County of Hendricks (hereinafter referred to as "**County**");

WITNESS THAT:

WHEREAS, Butler, Fairman and Seufert, Inc., (hereinafter referred to as "Engineer") are preparing plans and specifications for the construction of the above referenced project.

WHEREAS, the parties are desirous of entering into an Agreement to construct the road improvements set out in those plans and specifications (hereinafter referred to as "the Project"); and

WHEREAS, the parties wish to cooperate in the realization of the Project, to exchange the necessary services, and

WHEREAS, Indiana Code 36-1-7 permits interlocal agreements between governmental entities.

NOW, THEREFORE, the parties mutually agree as follows:

1. Plainfield shall be the lead agency on the Project, and shall be primarily responsible for continuing to advance the Project through agreements with the Engineer, bidding the Project for construction, and making all required filings and applications with State and Federal agencies. As lead agency, **Plainfield** shall keep all of the parties informed concerning the status of the project. **The County** shall be provided the plans and specifications for the Project for their review and comments.

The County shall be informed of any and all changes which occur during the course of construction of the Project.

2. A portion of this Project lies outside of the Town limits of **Plainfield** and in Hendricks County. **Plainfield** shall indemnify and hold harmless **the County**, its officers, employees and agents from and against all claims, costs, losses and damages arising solely out of or relating to the ownership of real estate by **the County**.

3. **Plainfield** has made applications with the Federal Government to receive funds for Federal Aid projects under the Intermodal Surface Transportation Efficiency Act and any other Federal or State funds which might be available to assist in payment of the costs of the Project. All parties agree to assist and cooperate in obtaining the Federal and State funds for the Project.

4. **Plainfield** shall be responsible for providing all funding for completion of the Project not provided by the Federal Funding.

5. The parties represent that they have the authority to enter into this Agreement. The Town agrees to seek appropriations in an amount sufficient to fund the Project in a timely manner.

6. Any disputes arising from this Agreement shall be resolved by the chief executives of each Party or their respective designees. If said persons are not able to resolve the dispute, the parties shall submit the dispute to mediation or other mutually agreed upon alternate dispute resolution technique. If the dispute is not resolved by mediation or other mutually agreed upon alternate dispute resolution, both Parties reserve the right to seek all available legal and equitable relief in a Court in Hendricks County.

8. This Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

TOWN OF PLAINFIELD

ATTEST:

COUNTY OF HENDRICKS BY ITS
BOARD OF COMMISSIONERS

Phyllis A. Palmer
Math D.A.M.
Bob Lutz

Gay Stewart

AGREEMENT FOR CONSTRUCTION OF BRIDGE
OVER CSX RAILROAD ON SR 267
AVON, INDIANA

This Agreement entered into and approved by the parties on the dates set out herein, between **Town of Avon**, Indiana (hereinafter referred to as "**Town**"), and the County of Hendricks (hereinafter referred to as "**County**");

WITNESS THAT:

WHEREAS, the parties are desirous of entering into an Agreement to design and construct a bridge on current State Road 267 at the CSX tracks approximately 1700' south of US 36 (hereinafter referred to as "**the Project**"); and

WHEREAS, the Indiana Department of Transportation (hereinafter referred to as **INDOT**) has entered into an agreement with the County, the Town, and the Town of Brownsburg to transfer this portion of State Road 267 to said local entities and has agreed to pay certain funds to the local entities that can be used for construction of improvements to this roadway; and,

WHEREAS, the County has jurisdiction over all bridges on local roads within Hendricks County; and,

WHEREAS, INDOT has prepared preliminary design plans for the Project; and,

WHEREAS, the parties wish to cooperate in the realization of the Project;

WHEREAS, Indiana Code 36-1-7 permits interlocal agreements between governmental entities.

NOW, THEREFORE, the parties mutually agree as follows:

1. **The Town** shall be the lead agency in the design and construction of the project and shall be responsible for paying all costs associated with the project. **The County** shall review and must approve the plans and specifications for the Project prior to any part of the Project being released for bid. **The County** shall participate in the selection of a Design Engineer, Right of Way Consultant, and a Construction Inspection Consultant. **The County** shall be informed of and approve any and all change orders which occur during the course of construction of the Project.

2. **The County** shall pay **the Town** a total of \$12,000,000 towards the construction of the bridge. These funds shall be payable as follows:

\$2,010,712	2013, upon receipt of funds from INDOT
\$5,494,644	August 1, 2014
\$4,494,644	August 1, 2015

The above payments are subject to receipt of funds from INDOT as required by the Road Transfer Memorandum of Agreement between INDOT and the Town of Avon, the Town of Brownsburg, and Hendricks County, Indiana.

Should the cost of the bridge exceed \$12 million, the additional funds will be paid solely by **the Town**.

3. Following completion of the bridge project and its acceptance by **the Town** and **the County**, **the County** shall assume ownership and maintenance responsibility for the bridge structure. **The Town** shall maintain all cosmetic and decorative features, utility infrastructure, and any green space within the project.

4. The parties represent that they have the authority to enter into this Agreement.

5. Any disputes arising from this Agreement shall be resolved by the chief executives of each part or their respective designees. If said persons are not able to resolve the dispute, the parties shall submit the dispute to mediation or other mutually agreed upon alternate dispute resolution technique.

6. This Agreement sets forth the entire agreement between or among the parties. The parties shall not rely or seek to enforce any other written or oral agreements between or among the parties, if said written or oral agreements should exist.

7. This Agreement is the result of negotiations between the parties and their respective legal counsel, and no party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either party.

ATTEST:

CINDY KATZ, Assistant

WILLIAM H. KATZ, Deputy Assistant

IN WITNESS WHEREOF, the parties to this Agreement have approved this Agreement on the dates set out below.

TOWN OF AVON

Date: _____

ATTEST:

Sharon Howell, Clerk-Treasurer

CONTY OF HENDRICKS BY ITS
BOARD OF COMMISSIONERS

Date: 9/12/13

Phyllis A. Palmer
Bob West
[Signature]

ATTEST:

[Signature]
Ginda Kattau, Auditor
Jadith Wyeth, Deputy Auditor