

### 2014 OTHER IMPORTANT DOCUMENTS

Adopting Body	Description	Number	Date
Commissioners, Avon & Plainfield	Interlocal Agreement - Indianapolis Airport Authority	1	1/14/2014
Commissioners & Redevelopment Commission	Reimbursement Agreement for 70/39 TIF	2	4/8/2014
Commissioners, Avon & Brownsburg	Interlocal Agreement - Ronald Reagan Parkway	3	4/22/2014
Commissioners & Brownsburg	Interlocal Agreement - Reimbursement of Certain Design Costs for Ronald Reagan Parkway (No attachments received)	4	10/28/2014
Commissioners, Avon & Brownsburg	Amendment #1 to Interlocal - Ronald Reagan Parkway	5	11/12/2014



**AMENDED AND RESTATED**  
**INTERLOCAL COOPERATION AGREEMENT**

**THIS AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT**  
(the "Amended Agreement") is made as of this 18<sup>th</sup> day of October, 2013 (the  
"Effective Date"), by, between and among the Local Government Parties (as hereinafter  
defined).

**W I T N E S S E T H:**

**WHEREAS**, on February 18, 2011, the Indianapolis Airport Authority (the "IAA")  
adopted Resolution No. 4-2011, approving a thirty (30) year Land Use Plan, which  
included, by way of example and not of limitation, a determination that the IAA should  
foster, encourage and facilitate the development of a cooperative approach among the  
Local Government Parties with respect to regional land use planning and economic  
development; and

**WHEREAS**, the Local Government Parties desire to cooperate with each other  
with respect to regional land use planning and economic development within an eight  
(8) mile radius of the Indianapolis International Airport (the "Airport"), which area is  
illustrated on "Exhibit A" attached hereto and made a part hereof (the "Interlocal  
Geographic Area"); and

**WHEREAS**, each of the Local Government Parties has the statutory power and  
authority to perform various economic development and regional planning activities in  
the Interlocal Geographic Area, as well as administrative functions in support thereof;  
and



**WHEREAS**, all the Local Government Parties executed an Interlocal Cooperation Agreement, dated January 30, 2013, a copy of which, as required by law, was recorded in the Records Offices of Marion County, Hendricks County, and Morgan County (the "Original Agreement"); and

**WHEREAS**, all of the Local Government Parties now desire to amend and restate the Original Agreement as provided herein, and, pursuant to Indiana Code § 36-1-7 et seq., all the Local Government Parties have been, and are, duly authorized to enter into this Amended Agreement (the Amended Agreement is hereinafter referred to as the "Agreement").

**NOW, THEREFORE**, in consideration of the premises and mutual covenants set forth herein, the Local Government Parties hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide a cooperative intergovernmental process for land use planning and economic development activities within the Interlocal Geographic Area, in connection with attracting commercial, industrial and other businesses having a direct or indirect relationship to air commerce and the use of the Airport (the "Purpose").

2. **Duration.** The Initial Term of this Agreement shall commence on the Effective Date and be in effect for a period of three (3) years thereafter, unless sooner terminated pursuant to the terms of this Agreement. At the conclusion of the Initial Term, this Agreement shall renew automatically for periods of three (3) years each, until and unless a majority of the Local Government Parties provide written notice of their intention not to renew this Agreement at least six (6) months prior to the expiration of the then current Term.



3. Interlocal Geographic Area. The Interlocal Geographic Area, as well as the particular local government parties participating in this Agreement, may be changed or modified by amendment to this Agreement signed by all of the Local Government Parties.

4. Governance.

A. AeroVision Committee. This Agreement shall be implemented and administered by a governing body consisting of a representative from each Local Government Party, which shall be known as the "IND AeroVision Committee".

B. Appointments & Term. Each Local Government Party shall appoint one (1) representative (individually, a "Representative", or collectively, the "Representatives") to serve on the IND AeroVision Committee for a period of three (3) years. Any vacancy shall be filled promptly by the appropriate Local Government Party.

C. Meetings. The IND AeroVision Committee shall meet at least quarterly at the place, date, and time as determined by vote of a majority of the Representatives.

(i) In the event a Representative is unable to attend a meeting, that Representative may designate a person ("Designee") to attend said meeting on his or her behalf, in which event said Designee shall have all the rights and privileges accorded to Representatives hereunder, including the right to vote and to be counted for purposes of establishing a quorum for the transaction of business. If a Representative appoints a Designee, the Representative shall execute and provide a written notice thereof to all



the other Local Government Parties prior to said Designee attending any such meeting; and said Designee shall possess a copy of this signed notice so that any other Local Government Party may review it at the meeting.

(ii) Subject to Paragraph 4(D), Representatives (and Designees) may participate in meetings by telephone, computer, video conferencing or other electronic means of communication.

D. Quorum & Voting. A majority of the IND AeroVision Committee then in office and present in person shall be required to constitute a quorum for the transaction of business at a meeting, and a majority vote by those present in person at such meeting at which a quorum is present (and which vote represents not less than a majority of the IND AeroVision Committee) shall be necessary for the transaction of business.

E. Conflicts of Interest. Any conflicts of interest involving or affecting any Representative (including any Designee) shall be promptly disclosed for consideration and appropriate action to resolve the conflict.

## 5. Operational Requirements.

A. Cooperation. The Local Government Parties agree to cooperate reasonably and in good faith with respect to land use planning and economic development activities within the Interlocal Geographic Area.

B. Projects. The Local Government Parties may identify, discuss and approve projects which are beneficial to, and support, the Purpose. In addition, the Local Government Parties may discuss and approve other matters to which they may agree, including, by way of example and not of limitation:



- (i) Design and development principles;
- (ii) Streamlined or expedited permitting processes;
- (iii) Infrastructure development; and
- (iv) Changes to boundaries or size of Interlocal Geographic Area.

6. **Withdrawal.** Any Local Government Party may withdraw from this Agreement at any time upon not less than six (6) months prior written notice given to all of the other Local Government Parties.

7. **Notices.** Any required notice under this Agreement shall be given in writing and sent by electronic means or first class United States mail, postage pre-paid, to all other Local Government Parties at their respective addresses of record on file with the IND AeroVision Committee.

8. **Applicable Laws.** This Agreement shall be subject to, governed by, and construed under the laws of the State of Indiana. With respect to Indiana's Interlocal Cooperation Statute (Ind. Code § 36-1-7 et seq.), the Local Government Parties hereby acknowledge that this is a simple cooperative agreement which does not authorize or establish a budget, financing or supplies of any kind, or permit the acquisition, holding or disposition of any real or personal property in connection with the Purpose; and, if the Local Government Parties hereafter desire to authorize or permit any of the foregoing, this Agreement must be amended accordingly. Applicable law may also require that this Agreement be filed in certain county recorders' offices and with the State Board of Accounts and that it be approved by the Indiana Attorney General's Office. Notwithstanding anything in this Agreement to the contrary, this Agreement is also subject to Indiana's Open Door Law and Access to Public Records Act, as well as



the planning and zoning laws and ordinances of each Local Government Party. Each Local Government Party acknowledges that it may be necessary to amend this Agreement, from time to time, in order to ensure its compliance with all applicable laws, rules and regulations.

9. **General.** This Agreement sets forth the entire agreement of the Local Government Parties. This Agreement shall be amended or modified only by a written instrument signed by all of the Local Government Parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, then, in such event, that provision shall be stricken and all other provisions of this Agreement which can operate independently of such stricken provision(s) shall continue in full force and effect. This Agreement may be executed by counterparts, each of which (taken together) is an original but all of which constitute one instrument.

IN WITNESS WHEREOF, the following governmental entities (individually, a "Local Government Party", or collectively, the "Local Government Parties") have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

INDIANAPOLIS AIRPORT AUTHORITY

By: 

Printed Name: Kelly Flynn

Title: Board Vice President

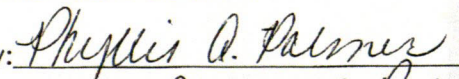
CITY OF INDIANAPOLIS

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

HENDRICKS COUNTY

By: 

Printed Name: Phyllis A. Palmer

MORGAN COUNTY

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_



Title: Pres. of County Commissioners

Title: \_\_\_\_\_

**TOWN OF MOORESVILLE**

**TOWN OF PLAINFIELD**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**TOWN OF AVON**

**WAYNE TOWNSHIP**

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

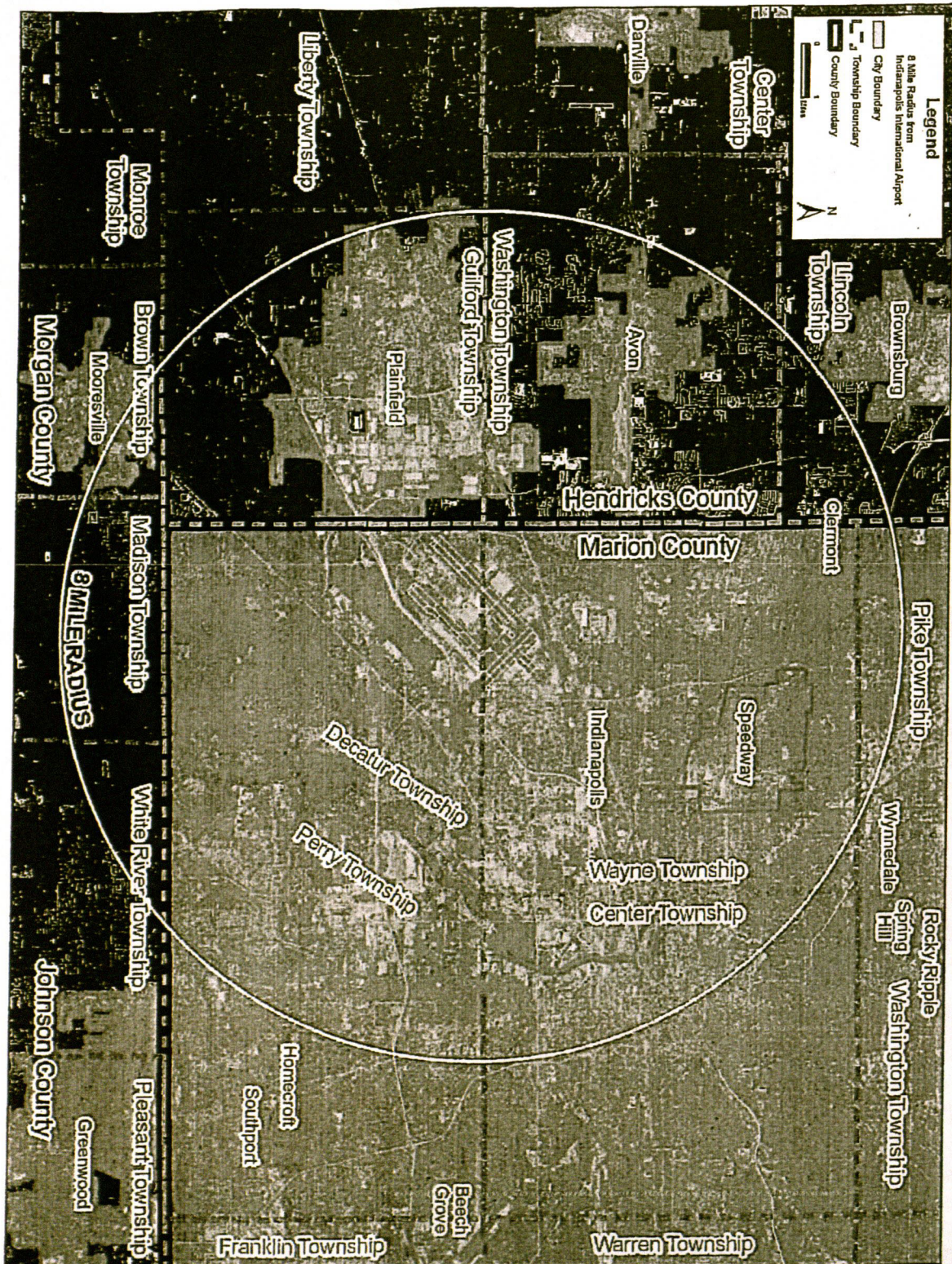
**DECATUR TOWNSHIP**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_





" EXHIBIT A "



#2

## REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT dated as of April 8, 2014, between HENDRICKS COUNTY, INDIANA, an Indiana municipal corporation (the "County"), and the HENDRICKS COUNTY REDEVELOPMENT COMMISSION (the "Commission"), governing body of the Hendricks County Redevelopment District (the "Redevelopment District"), a special taxing district created under IC 36-7-14;

### WITNESSES THAT:

WHEREAS, the Commission, governing body of the Hendricks County Redevelopment District (the "District") pursuant to IC 36-7-14 (the "Act"), previously adopted and confirmed a declaratory resolution establishing the 70/39 Commerce Park Economic Development Area (the "Area"), designating the entire Area as the 70/39 Commerce Park Allocation Area (the "Allocation Area") for purposes of the allocation and distribution of real property tax increment revenues under IC 36-7-14-39 (the "TIF Revenues"), creating the 70/39 Commerce Park Allocation Area Allocation Fund pursuant to IC 36-7-14-39, and approving an economic development plan for the Area; and

WHEREAS, it is anticipated that the County will issue its Taxable Economic Development Revenue Bonds, Series 2014 (70/39 Commerce Park Project) (the "2014 Bonds"), to fund certain infrastructure projects in connection with the 70/39 Commerce Park development (the "Project"), payable from TIF Revenues; and

WHEREAS, the County has committed to fund certain sewer improvements that will support the Project and related transaction costs (the "Supporting Projects") in the amount of \$1,000,000 payable from its distributive share of the county economic development income tax, in exchange for the Commission's agreement to reimburse the County for such expenditures from proceeds of the 2014 Bonds (the "County Reimbursement Obligations").

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties agree as follows:

1. The County hereby agrees to provide \$1,000,000 to fund the Supporting Projects.
2. The Commission hereby agrees to pledge the TIF Revenues to the payment of the 2014 Bonds and to reimburse the County the full \$1,000,000 from the proceeds of the 2014 Bonds. If the 2014 Bonds have not been issued by August 1, 2016, the Commission agrees to reimburse the County for the County Reimbursement Obligations directly from available TIF Revenues.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this Reimbursement Agreement as of the date first above written.

HENDRICKS COUNTY, INDIANA

By: BOARD OF COMMISSIONERS OF  
HENDRICKS COUNTY, INDIANA

Phyllis A. Palmer  
Commissioner

Bob Kutz  
Member

Mark White  
Member

Attest:

Cinda Kattau  
Cinda Kattau, County Auditor

HENDRICKS COUNTY  
REDEVELOPMENT COMMISSION

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary



**INTERLOCAL COOPERATION AGREEMENT BY AND AMONG  
THE TOWN OF BROWNSBURG, INDIANA, HENDRICKS COUNTY, INDIANA  
AND THE TOWN OF AVON, INDIANA FOR THE PRELIMINARY ENGINEERING  
DESIGN OF CERTAIN IMPROVEMENTS FOR THE RONALD REAGAN PARKWAY**

This Interlocal Cooperation Agreement (the "Agreement") is executed by and among the Town of Brownsburg, Indiana ("Brownsburg"), Hendricks County, Indiana (the "County") and the Town of Avon, Indiana ("Avon").

**RECITALS**

**WHEREAS**, the proposed layout for the next section of the Ronald Reagan Parkway to be constructed runs through certain sections of Avon, Brownsburg, and the County consisting of a total length for the proposed project of 17,007 feet (the "Ronald Reagan Parkway");

**WHEREAS**, the parties desire to expand the existing design to include a widening of the Ronald Reagan Parkway from US 36 to County Road 300 N (the "Project");

**WHEREAS**, the amount of the Project that is within each of the party's respective jurisdiction is more specifically outlined in the Project Percentage Per Municipality, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" and is summarized in the total amount of feet and percentage of the overall Project as follows:

- a. Avon: 11,554 feet compromising 67.94% of the total Project length;
- b. Brownsburg: 1,497 feet compromising 8.80% of the total Project length; and
- c. County: 3,956 feet compromising 23.26% of the total Project length;

**WHEREAS**, Avon hereby represents to Brownsburg and the County that it utilized a qualifications based selection process to select an engineering firm to complete the preliminary engineering design for the Project;

**WHEREAS**, through the selection process, Avon selected CrossRoad Engineers PC ("CrossRoad Engineers") as the most qualified engineering firm to complete the design of the Project;

**WHEREAS**, the parties desire to complete the preliminary design phase necessary to construct the Project on the terms and conditions set forth herein and a copy of the proposal from



CrossRoad Engineers is attached hereto and incorporated herein by reference as Exhibit "B" (the "Preliminary Design");

**WHEREAS**, Avon represents and warrants that the Preliminary Design shall include, but not be limited to, a topographic field survey, geotechnical investigation, pavement design and an engineering assessment and preliminary design;

**WHEREAS**, Avon represents and warrants that as part of the Preliminary Design, CrossRoad Engineers will also investigate construction elements including, but not limited to, roadside edge treatment, stormwater collection and discharge, multi-use paths, existing pavement and intersection improvements, and that CrossRoads Engineers will develop a written Engineering Assessment Report based on the Preliminary Design for review and discussion by the parties to this Agreement;

**WHEREAS**, the total cost to complete the Preliminary Design as provided for herein is an amount not to exceed \$184,000.00 (the "Preliminary Design Cost");

**WHEREAS**, it is the desire of the parties to address the Preliminary Design for the Project and the related Preliminary Design Cost associated therewith; and

**WHEREAS**, IC 36-1-7 *et. seq.* (the "Act") permits interlocal agreements between governmental entities.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as though they were fully set forth in this Paragraph 1.

2. **AUTHORITY:** The parties enter into this Agreement in accordance with the provisions of the Act, which provides that a power that may be exercised by an Indiana political subdivision and one or more other governmental entities may be exercised on behalf of others by entering into a written Interlocal Cooperation Agreement. Avon, Brownsburg and the County desire to enter into such an agreement.



3. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions by which the Preliminary Design for the Project will be completed, and to address the payment of the Preliminary Design Cost.

4. **ESTABLISHMENT OF JOINT BOARD:** As required by I.C. 36-1-7-3(a)(5), Avon, Brownsburg, and the County hereby establish a joint board (the "Joint Board") which shall consist of the Town Manager for Avon, the Town Manager for Brownsburg and the County Engineer for the County. The purposes of the Joint Board shall be to administer the terms of this Agreement pursuant to I.C. §36-1-7-3(a)(5)(B) including, but not limited to, those responsibilities as more specifically set forth in the paragraphs below.

5. **SCOPE OF SERVICES:** The parties agree that the following services will be performed under this Agreement (the "Services"):

a. **Compliance With All Applicable Laws:** Avon hereby represents and warrants to Brownsburg and the County that it will use its best efforts to comply with all applicable laws and regulations governing the Preliminary Design for the Project and which apply to the Project as well as its own respective resolutions, policies, and procedures applicable thereto. Avon will take all action necessary to ensure that the Preliminary Design for the Project is consistent with the Ronald Reagan Corridor Master Plan, the Ronald Reagan Corridor Design Guidelines and the Model Ordinance – Ronald Reagan Corridor Overlay District (collectively, the "Master Plan, the Design Guidelines and the Model Ordinance"); provided however, the Joint Board may deviate from the Master Plan, the Design Guidelines and the Model Ordinance for the Preliminary Design for the Project if determined necessary for cost or other related purposes so long as the design remains consistent with the general design standards for each of the parties.

b. **The Engineering Agreement:** Avon shall enter into an agreement between Owner and Engineer for Professional Services in the form attached hereto as Exhibit "C" in the total amount not to exceed \$184,000.00 (the "Engineering Agreement") and containing such additional terms and conditions as are requested by Brownsburg and/or the



County. Avon shall be solely responsible for insuring compliance with the Engineering Agreement both by it and CrossRoad Engineers. Avon shall provide both Brownsburg and the County with written summaries of the progress and status of the Preliminary Design as immediately as such information is received or obtained by Avon.

**c. Right to Review and Provide Input to the Preliminary Design for the Project:** CrossRoad Engineers shall provide each party with the various design options for the Preliminary Design for the Project that will include various design options, including, but not limited to, curb/gutter versus swale. Each party shall have the right to review the various design options for the Preliminary Design for the Project to confirm that the Project has been designed in accordance with all applicable specifications and requirements of the respective parties and the parties also agree that they will work together with regard to the selection of the final design options for the Preliminary Design of the Project. Any party may request an amendment to the Preliminary Design to address any comments provided and issues that may be raised by that party. Avon shall provide Brownsburg and the County with copies of the Preliminary Design, including all drafts issued for the Project within three (3) business days after receipt thereof by Avon from CrossRoad Engineers. Brownsburg and the County shall provide any and all comments to the Preliminary Design to Avon within ten (10) business days after its receipt thereof; provided however, no material changes will be made to the preliminary design, including, but not limited to, changes that adversely affect or impact the scope, size, structural integrity, maintainability and/or durability of the Project without the prior written consent and approval of all of the parties to this Agreement. If any party requests a change to the Preliminary Design that either: (i) is not agreed to by all parties; or (ii) only impacts that portion of the Project within that party's jurisdiction, then any costs and expense related to such change shall be the sole responsibility of that party requesting such change.

**d. Obligation of Avon Regarding Payment to CrossRoad Engineers:** The entire



cost of the Preliminary Design for the Project shall be timely paid by Avon to CrossRoad Engineers.

**e. Obligations of Brownsburg and the County Regarding Payment to Avon:**

Upon Avon's payment of the entire amount due to CrossRoad Engineers, it shall provide written notice of such payment to Brownsburg and the County. Brownsburg and the County shall then reimburse Avon for each of their respective shares of the Preliminary Design Cost based on their individual shares of the Project. In the event the entire \$184,000.00 is paid to CrossRoad Engineers, then each party's respective monetary share is as follows:

Avon:           \$125,120.00;  
Brownsburg: \$ 16,560.00; and  
the County: \$ 42,320.00.

In the event that any amount less than \$184,000 is paid to CrossRoad Engineers, then each party's respective share shall be adjusted accordingly based on its percentage share of the overall Project as follows:

Avon:           67.94%  
Brownsburg:   8.80%; and  
the County:    23.26%.

**6. OTHER RESPONSIBILITIES OF THE JOINT BOARD:** In addition to its other responsibilities provided for under this Agreement, the Joint Board shall also be responsible for the following:

- (a) Meet on a regular basis, no less than bi-weekly to review the then current status of the Preliminary Design and any comments or other information received by Avon from CrossRoad Engineers as of that meeting date;
- (b) Review and discuss any design fee overruns;
- (c) Review and discuss the engineering assessment to be completed by CrossRoad



Engineers;

- (d) Review and discuss elements to include in the final design project; and
- (e) Discuss such other matters necessary to facilitate the completion of the Preliminary Design in accordance with the terms of the Engineering Agreement and this Agreement.

7. **FINAL DESIGN PROJECT:** It is anticipated by the parties that upon completion of the Preliminary Design, there will need to be a final engineering design for the Project (the "Final Design") to accommodate each party's construction of that portion of the Project that is within their respective jurisdiction. In the event that all of the parties agree to the process, related cost and division of that cost, then an amendment to this Agreement can be entered into among the parties or a new separate agreement can be entered into to accommodate the Final Design and related cost; provided however, nothing contained herein shall require any party hereunder to agree to such Final Design process, related cost and/or division of that cost and/or to enter into any amendment or other agreement for same.

8. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between and among the parties hereto. The signing of this Agreement by all parties constitutes their mutual recognition that no other contracts or agreements, oral or written exist between them and that if such oral or written contracts do exist they shall be considered void. Each party hereby represents to the other that it will not rely upon any agreement, contract, or understanding not otherwise contained within this Agreement and executed or reduced to writing and incorporated by written amendments to this Agreement with the full knowledge and approval of all parties.

9. **APPROVAL AND EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be approved by Resolution of the Town Council on behalf of Brownsburg, and by Resolution of the County Commissioners on behalf of the County, and by Resolution of the Town Council on behalf of Avon. After approval and execution of the appropriate officers of each party, this Agreement shall be recorded with the Hendricks County Recorder, and the first date of recordation shall be the effective date of this Agreement. Within sixty (60) days of the effective date, this



Agreement shall be recorded with the Indiana State Board of Accounts for audit purposes pursuant to I.C. §36-1-7-6. In the event that all parties have not approved this Agreement, executed it and returned a fully executed original to the other parties within thirty (30) days after the execution of this Agreement by Avon, then, unless otherwise agreed to in writing by Avon, Brownsburg and the County, any party's execution of this Agreement shall be automatically revoked without any further action. This Agreement shall then be null and void and no party shall have any obligation or liability hereunder.

10. **INDEMNIFICATION BY AVON:** Avon agrees to indemnify and hold harmless the County and Brownsburg and their elected and appointed officials, officers, agents, and employees, from any and all claims or threats of claims, costs, losses, liabilities, judgments, or liens arising out of or in any way connected with the Avon's ownership, operation, maintenance or use of its portion of the Project or in any way related to its obligations under the terms of this Agreement and the Engineering Agreement.

11. **INDEMNIFICATION BY BROWNSBURG:** Brownsburg agrees to indemnify and hold harmless the County and Avon and their elected and appointed officials, officers, agents, and employees from any and all claims or threats of claims, costs, losses, liabilities, judgments or liens arising out of or in any way connected with the Town's ownership, operation, maintenance or use of its portion of the Project or in any way related to its obligations under the terms of this Agreement.

12. **INDEMNIFICATION BY THE COUNTY:** The County agrees to indemnify and hold harmless Avon and Brownsburg and their elected and appointed officials, officers, agents, and employees, from any and all claims or threats of claims, costs, losses, liabilities, judgments, or liens arising out of or in any way connected with the County's ownership, operation, bidding, construction, maintenance or use of its portion of the Project and in any way related to its obligations under the terms of this Agreement.

13. **TERMINATION:** This Agreement may be terminated by any party with thirty (30) days prior written notice to the other parties.



14. **AMENDMENT:** This Agreement may be amended, modified, renewed or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

15. **APPLICABLE LAWS:** This Agreement shall be governed by the laws of the State of Indiana.

16. **SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

17. **DURATION:** This Agreement shall continue as the binding Agreement of the parties hereto until modified or terminated in accordance with the terms and provisions set forth herein.

18. **COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in several counterparts and their respective entity's name by the duly authorized signatories below.



HENDRICKS COUNTY, INDIANA  
BOARD OF COMMISSIONERS

By: Phyllis A. Palmer  
Phyllis A. Palmer, President

Date: 5-13-14

By: Bob Gentry  
Bob Gentry, Vice President

Date: 5/13/14

By: Matthew D. Whetstone  
Matthew D. Whetstone, Member

Date: 5/13/14

Attest: Cinda Kattau

CINDA KATTAU, COUNTY AUDITOR  
(Printed Name and Title)

ADOPTED AND APPROVED BY: Resolution of the County Commissioners of  
Hendricks County, Indiana adopted on the 22<sup>ND</sup> day of April, 2014.

Date: 4/22/14

Certified By: Cinda Kattau

Name and Title: CINDA KATTAU, COUNTY AUDITOR

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public, in and for said County and State, this 13<sup>th</sup> day of  
May, 2014, personally appeared the above-signed officers of the Hendricks  
County Brownsburg, Indiana, who acknowledged that the foregoing statements are true.

My Commission Expires

May 18, 2015



Janet S. Hussong  
NOTARY PUBLIC  
Janet S. Hussong  
PRINTED

My County of Residence:

Hendricks







AVON, INDIANA  
TOWN COUNCIL

By: Marcus Turner  
Marcus Turner, President

Date: 4/10/14

By: Beverly Austin  
Beverly Austin, Vice President

Date: 4/10/14

By: David Cox  
David Cox, Member

Date: 4/10/2014

By: Dave Jackson  
Dave Jackson, Member

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

By: Michael C. Rogers  
Mike Rogers, Member

Date: 4/10/2014

ATTEST: Sharon K. Howell  
Sharon Howell, Clerk-Treasurer

ADOPTED AND APPROVED BY: Resolution of the Town Council of Town of Avon,  
Indiana adopted on the 10 day of APRIL, 2014.

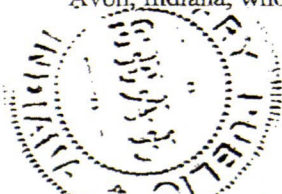
Dated: 4-10-14

Certified By: Sharon K. Howell

Name and Title: SHARON K HOWELL, CLERK-TREASURER

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public, in and for said County and State, this 10 day of  
APRIL, 2014, personally appeared the above-signed officers of the Town of  
Avon, Indiana, who acknowledged that the foregoing statements are true.



Sharon K. Howell  
NOTARY PUBLIC  
SHARON K HOWELL  
PRINTED

My Commission Expires:  
11-2-17

My County of Residence:  
HENDRICKS



This Instrument prepared by: Tricia A. Leminger, Kroger, Gardis & Regas. LLP, 111  
Monument Circle, Suite 900, Indianapolis, IN 46204-5125, (317) 692-9000.

I affirm under the penalties of perjury, that I have taken reasonable care to redact each  
Social Security Number in this document, unless required by law. Tricia A. Leminger, Esq.



**EXHIBIT "A"**

**PROJECT PERCENTAGE PER MUNICIPALITY**



Project percentage per municipality				
	Location	distance (ft)	Avon	Jurisdiction County Brownsburg
Segment 1	36 to north Avon Town limit	1705	1705	
Segment 2	north Avon Town limit to north County limit	3956		3956
Segment 3	north County limit to CR 200 N	5917	5917	
Segment 4	CR 200 N to north Avon Town limit	3932	3932	
Segment 5	north Avon Town limit to CR 300 N	1497		1497
	Total Length (ft)	17,007	11,554	3,956
	Total Length (mi)	3.22	2.19	0.75
	Percentage of Project		67.94%	23.28%
			0.68	0.23
Preliminary Design (184,000)			\$ 125,120	\$ 42,320
				\$ 16,560
estimated 2/27/14 by RC				



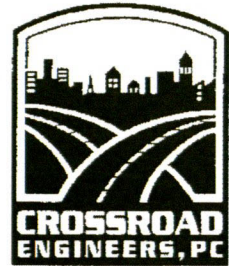
**EXHIBIT "B"**

**THE PRELIMINARY DESIGN**



February 19, 2014

Ryan Cannon, Public Works Director  
Town of Avon  
6570 E. US Highway 36  
Avon, Indiana 46123



RE: Ronald Reagan Parkway from US 36 to CR 300 N  
Fee Proposal for Preliminary Engineering Services – Phase I

Dear Ryan:

As we have discussed, the preliminary engineering services to prepare construction plans for the above referenced project will be divided into two phases. At this time, we are submitting our scope of work and fee proposal for Phase I, which will include the following services:

- Topographic Field Survey
- Geotechnical Investigation
- Pavement Design
- Engineering Assessment & Preliminary Design

The scope of work and fee proposal for the remaining services that will ultimately be needed to complete this project (Phase II services) will be submitted once the Engineering Assessment Report has been presented and approved.

Following is a Description of Anticipated Work Elements as well as a Fee Schedule that presents each service, the proposed fee budget for that service, and the basis of payment.

We will utilize Earth Exploration to perform the geotechnical services, including the pavement design. Infrastructure Engineering will be involved with the engineering assessment report, including participation in the stakeholder meetings.

If you should have any questions or need any further information, please do not hesitate to call me or Trent Newport.

Sincerely,

CrossRoad Engineers, PC

A handwritten signature in black ink, appearing to read "Chip Charles, P.E.", is written over the printed name.

Chip Charles, P. E.  
President



## DESCRIPTION OF ANTICIPATED WORK ELEMENTS

**Topographic Field Survey** – The project limits will be surveyed in accordance with Indiana Code and the INDOT Design Manual. Most of this effort will be within the limits of the existing right of way and will primarily focus on the existing roadway and drainage facilities. In addition, we will provide survey data collection on all connecting streets to facilitate connecting the proposed improvements to the existing roadway. Upon the completion of the field work, we will establish all section lines, right-of-way lines, and property lines per deeds and platted subdivisions; complete topographic drafting work, including creation of the existing ground surface model contours; and add all relevant survey notes to the drawings. A Route Survey Plat should not be necessary since one was prepared when the original corridor right of way was procured. Any additional right of way that might be necessary due to these proposed improvements could reference the existing Route Survey Plat.

**Geotechnical Investigation** – Earth Exploration, Inc. will provide an evaluation of the subsurface conditions and assess the impacts of these conditions on the proposed design and construction. Please see the attached proposal for the detailed scope of work and estimated fee.

**Pavement Design** – Earth Exploration, Inc. will analyze and develop pavement rehabilitations for the existing roadway sections as well as the pavement for the new widening. These analyses will be performed in accordance with current INDOT pavement design procedures. Please see the attached proposal for the detailed scope of work and estimated fee.

**Engineering Assessment & Preliminary Design** – This effort includes preparing for, attending, and participating in a maximum of two meetings with key individuals from the Town. The initial meeting will be a kickoff to discuss a macro approach to the planned improvements. Included will be issues such as funding availability, construction phasing, and access control. The second meeting will be held upon completion of the draft Engineering Assessment Report and the preliminary design exhibits. The findings of the report will be presented and discussed. Comments and feedback will be incorporated into the final report.

Once the kickoff meeting has been held, we will commence with reconnaissance, research, and analysis to determine the detailed improvements that are needed and will be included in this project. Construction elements that will be investigated include:

- Roadside Edge Treatment – shoulder versus curb section
- Stormwater Collection and Discharge – inlets versus curb turnouts, storm sewers versus swales, etc.
- Multi-use Paths – one side versus both sides, connection to B&O Trail
- Existing Pavement – reconstruction, rehabilitation, widening based upon findings of geotechnical investigation and pavement design
- Intersections at CR 100 N and CR 200 N – existing signals, auxiliary lanes



There will be several factors considered when investigating these elements. These include construction costs, construction phasing, funding availability, right of way impacts, utility impacts, water quality measures, and maintenance of traffic. The results of this investigation will be incorporated into a draft Engineering Assessment Report. The preliminary design efforts will also be incorporated into the draft report through exhibits such as typical cross sections, plan & profile, and maintenance of traffic. As discussed above, this information will be presented to the Stakeholders for review and discussion. The report and exhibits will then be finalized and presented to the Town Council for approval.

### **Fee Schedule**

The work, as outlined in "Description of Anticipated Work Elements", will be invoiced as work is performed in accordance with the following fee schedule. Note that all fees are lump sum except for the Geotechnical Evaluation.

Topographic Field Survey	\$79,700
Geotechnical Evaluation (see attached proposal from Earth Exploration)	\$37,000 <sup>1</sup>
Pavement Design (see attached proposal from Earth Exploration)	\$15,000 <sup>1</sup>
Engineering Assessment & Preliminary Design	<u>\$52,300</u>
<b>TOTAL Not-to-Exceed Phase I Services</b>	<b>\$184,000</b>

<sup>1</sup> This is a subcontracted item and the fee shown here is estimated. The final cost will consist of the actual invoiced amounts from the subcontractor.



February 7, 2014

Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
3417 South Sherman Drive  
Beech Grove, IN 46107



7770 West New York Street  
Indianapolis, IN 46214-2988  
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street  
Niles, MI 49120  
269-262-4320 or 574-233-6820  
(FAX) 269-262-4479

Re: Proposal for Professional Services:  
Geotechnical Evaluation  
Ronald Reagan Parkway Improvements  
Avon, Hendricks County, Indiana  
EEI Proposal No. P1-14-065

Dear Mr. Beck:

We appreciate the opportunity to provide a proposal for performing a geotechnical evaluation for the referenced project. This proposal is in response to your request via electronic correspondence on January 29, 2014, and our telephone conversation on this date.

#### **PROJECT CONCEPT**

We understand that the town of Avon, possibly with the assistance of federal funds, is planning to make improvements to Ronald Reagan Parkway from US 36 to CR 300N. The existing roadway generally consists of a two-lane asphaltic concrete section constructed in three phases. In addition, earthwork and related infrastructure was constructed in anticipation of adding two additional lanes. Based on information provided with the request, the improvements are anticipated to include construction of the two additional lanes and improvements to the existing roadway to extend its longevity. At this time, consideration is being given to overlay of the existing roadway, complete reconstruction, and/or full depth reclamation. Due to the age difference in the three sections, we anticipate that the nature of the improvements could be different for each existing section. Other information regarding the project such as traffic volume and construction schedule is not known at this time.

#### **PURPOSE AND SCOPE OF SERVICES**

The purpose of our services will be to provide an evaluation of the subsurface conditions and assess the impacts of these conditions on the proposed design and construction. Based on exploratory activities performed by EEI on the section between CR 100N and CR 200N and a section south of this project, the naturally-occurring subsurface conditions within the depth of interest are anticipated to consist of cohesive soils of glacial origin including silty clay underlain by loam with sand seams. In addition, soil fill placed during the original construction is also likely to be primarily cohesive in nature if obtained from nearby sources. At this time, we anticipate our scope of services to include:



1. Performing up to 58 exploratory test borings (i.e., 29 in the existing section and 29 in the proposed section) to a depth of about 7½ ft each for a total of 440 lin. ft. The actual location, depth, and number of borings will be dependent on the soil conditions encountered and forthcoming plans. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals, and the borings will be backfilled at completion of the field work with auger cuttings, bentonite chips and a concrete patch at the surface where performed within the roadway. In addition, approximately 15 pavement cores are planned to be performed in the existing roadway. EEI will locate the test borings using measurements from existing site features shown on plans to be provided. Furthermore, we will contact Indiana 811 to arrange an underground utility line location check;
2. Performing appropriate laboratory tests such as visual soil classification, hand penetrometer readings, moisture content, grain size analysis, Atterberg limit determinations, moisture-density relations, pH determinations, soluble sulfate, unit density, unconfined compression, standard Proctor and soil resilient modulus tests;
3. Preparing a technical report which will include a summary of our findings and geotechnical recommendations regarding;
  - a. Subgrade preparation, and improvement as necessary, for support of pavement components;
  - b. Embankment fill placement, where necessary;
  - c. Pavement design parameters; and
  - d. Potential construction problems due to the subsurface conditions encountered (e.g., shallow groundwater, etc.).

#### **SCHEDULE**

We are typically able to mobilize to the site within one to two weeks of authorization. The field work will likely require five days to complete. After the field work is completed, the laboratory testing will take about three to four weeks to complete due to the resilient modulus testing. We anticipate submitting a draft report within three weeks after the laboratory work is completed.

#### **COST**

We propose to provide our services on a not-to-exceed basis in accordance with the unit rates provided in the attached Cost Estimate. We estimate the cost of completing these services to be up to \$36,850. Please recognize that the total cost is approximate because it is based on an estimate of quantities in the absence of plans and assumed soil conditions.



Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
Ronald Reagan Parkway Improvements - Avon, IN

February 7, 2014  
Page 3

If any significant variation develops during the course of the evaluation, we will advise you so that our efforts can be effectively directed.

#### CLOSURE

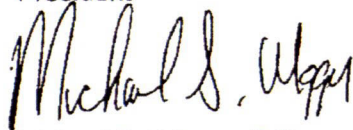
We anticipate that your firm will prepare an agreement outlining the terms and conditions. Thank you for the continued business. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

**EARTH EXPLORATION, INC.**



Richard D. Olson, P.E.  
President



Michael S. Wigger, P.E.  
Vice President

Enclosure: Cost Estimate



## Cost Estimate

Ronald Reagan Parkway, US 36 to CR 300N  
Avon, Hendricks County, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>GEOTECHNICAL FIELD</u></b>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 LS	\$240.00	\$240.00
b. CPT	LS	\$405.00	
c. Field and utility coordination	1 LS	\$1,500.00	\$1,500.00
d. Field coordination with property owners			
i. 1 - 10	LS	\$280.00	
ii. 11 - 25	LS	\$460.00	
iii. Over 25	LS	\$640.00	
e. Mileage	10 mi	\$3.15	\$31.50
2. Truck mounted borings with split spoon sampling	220 ft	\$17.10	\$3,762.00
3. Truck mounted borings with drilling fluid	ft	\$17.00	
4. Truck mounted core drilling	ft	\$35.40	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$35.00	
b. Bridge deck coring and restoration	ea	\$310.00	
6. Cone penetrometer testing			
a. Set up	ea	\$68.00	
b. Subsurface profiling	ft	\$11.00	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$85.30	
ii. Penetration	ft	\$13.15	
iii. Pore water dissipation test	hr	\$175.00	
iv. Hydraulic conductivity and consolidation	ea	\$65.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$14.50	
e. Sample	ea	\$21.00	
7. Hand or truck soundings	50 ft	\$11.00	\$550.00
8. Hand auger drilling	ft	\$11.50	
9. Skid mounted borings with split spoon sampling	220 ft	\$27.25	\$5,995.00
10. Skid mounted borings using drilling fluid	ft	\$27.50	
11. Skid mounted core drilling	ft	\$39.00	
12. Skid mounted boring through bedrock or boulders	ft	\$41.00	
13. Skid mounted soundings	ft	\$15.60	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$102.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Subsurface profiling	ft	\$17.00	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$130.00	
ii. Penetration	ft	\$20.00	
iii. Pore Water Dissipation Test	hr	\$260.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$79.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$22.00	
e. Sample	ea	\$33.00	
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,200.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$132.00	
b. Non-navigable water barge set-up	ea	\$4,500.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$1,900.00	
b. Non-navigable water	ea	\$1,700.00	
18. Barge mounted borings with split spoon sampling	ft	\$29.75	
19. Barge mounted core drilling	ft	\$40.25	
20. Barge mounted boring through bedrock or boulders	ft	\$44.50	
21. Barge mounted soundings	ft	\$17.60	
22. Casing through water	ft	\$7.75	
23. Uncased sounding through water	ft	\$5.00	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	58 ea	\$64.00	\$3,712.00
b. Rock core borings	ea	\$110.00	
25. Additional 2-in. split spoon sampling	ea	\$19.00	
26. 3-in. split spoon samples	ea	\$21.00	
27. 3-in. Shelby tube samples	ea	\$57.00	
28. Bag samples			
a. 300-lb sample	3 ea	\$105.00	\$315.00
b. 25-lb sample	ea	\$46.00	
c 5-lb sample	ea	\$40.00	
29. Field vane shear test	ea	\$102.00	
30. 4½-in. cased hole	ft	\$11.30	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$13.40	
b. Piezometer installation up to 25 ft below surface	ea	\$230.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
c. Piezometer installation deeper than 25 ft below surface	ea	\$260.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$113.00	
32. Geotechnical engineer	8 hr	\$105.00	\$840.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	ea	\$34.75	
b. PVC slotted pipe	ft	\$5.30	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	29 ea	\$97.00	\$2,813.00
ii. CPT	ea	\$43.00	
b. More than 30 ft			
i. SPT	ft	\$6.00	
ii. CPT	ea	\$1.75	
c. Pavement restoration (concrete patch)	29 ea	\$52.00	\$1,508.00
36. Dozer rental		Actual Cost	
37. Traffic control			
a. Flag crew	day	\$550.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	4 day	\$665.00	\$2,660.00
38. Centerline surveying		Invoice Cost	
<b>Subtotal (Geotechnical Field)</b>			<b>\$23,926.50</b>

#### GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	10 ea	\$44.00	\$440.00
40. Hydrometer analysis	10 ea	\$50.50	\$505.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$70.00	
b. Analysis by Using (AASHTO T-27)	ea	\$125.00	
42. Liquid limit	10 ea	\$31.00	\$310.00
43. Plastic limit & plasticity index	10 ea	\$22.50	\$225.00
44. Liquid Limit Ratio	ea	\$70.00	
45. pH test	10 ea	\$13.80	\$138.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$22.00	
b. Loss on Ignition Test (Sequential)	ea	\$50.00	
47. Moisture Content Tests			
a. Moisture Content Test (Conventional)	180 ea	\$6.00	\$1,080.00
b. Moisture Content Test (Microwave)	ea	\$12.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
48. Expansion Index of Soils	ea	\$240.00	
49. Specific Gravity Test	ea	\$32.50	
50. Unit weight determination	29 ea	\$16.15	\$468.35
51. Hydraulic Conductivity Test			
a. Constant Head	ea	\$210.00	
b. Falling Head	ea	\$260.00	
52. a. Unconfined Compression Test	29 ea	\$42.00	\$1,218.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$105.00	
c. Point Load Strength Index of Rock	ea	\$40.00	
53. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$100.00	
b. Elastic Moduli of Intact Rock	ea	\$400.00	
54. Consolidation Test	ea	\$410.00	
55. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$320.00	
b. Consolidated - Undrained (CU)	ea	\$475.00	
c. Consolidated - Drained (CD)	ea	\$650.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$230.00	
56. Direct Shear Test	ea	\$550.00	
57. Moisture-Density Relationship Test			
a. Standard Proctor	3 ea	\$128.00	\$384.00
b. Modified Proctor	ea	\$140.00	
58. Soil Support Testing			
a. California Bearing Ratio Test	ea	\$490.00	
b. Subgrade Resilient Modulus	2 ea	\$460.00	\$920.00
59. Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$352.00	
b. Cohesive or Expansive Soils	ea	\$420.00	
60. Water Soluble Sulfate Test	10 ea	\$100.00	\$1,000.00
61. Water Soluble Chloride Test	ea	\$100.00	
62. Soil Resistivity Test	ea	\$125.00	
63. a. Slake Durability Index Test	ea	\$120.00	
b. Jar Slake Test	ea	\$12.00	
<b>Subtotal (Geotechnical Laboratory)</b>			<b>\$6,688.35</b>



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>GEOTECHNICAL ENGINEERING</u></b>			
64. Geotechnical profile and related work			
a. Without soil subgrade drawings			
First mile	LS	\$1,100.00	
Each additional mile	mi	\$500.00	
b. With soil subgrade drawings			
First mile	LS	\$1,300.00	
Each additional mile	mi	\$570.00	
c. Soil subgrade drawings (only)			
First mile	LS	\$335.00	
Each additional mile	mi	\$210.00	
65. Geotechnical report			
a. Without soil subgrade investigation			
First mile	1 LS	\$1,510.00	\$1,510.00
Each additional mile	2.2 mi	\$650.00	\$1,430.00
b. With soil subgrade investigation			
First mile	LS	\$1,775.00	
Each additional mile	mi	\$740.00	
c. Soil subgrade investigation (only)			
First mile	LS	\$550.00	
Each additional mile	mi	\$340.00	
66. Settlement analysis and recommendations for embankment			
a. Proposed embankment	ea	\$470.00	
b. Proposed and existing embankment	ea	\$520.00	
67. Ground modification design	ea	\$1,375.00	
68. Slope stability analysis			
a. C, $\phi$ or C & $\phi$ analysis	ea	\$735.00	
b. Corrective measures	ea	\$735.00	
c. Stage construction corrective method	ea	\$1,275.00	
69. Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$450.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$800.00	
ii. Wave equation analyses	ea	\$310.00	
iii. Liquefaction analysis	ea	\$250.00	
iv. Group - 3D analysis	ea	\$400.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$360.00	
ii. Embankment plus pier	ea	\$400.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
iii. Embankment plus pier plus all other loads	ea	\$460.00	
d. Foundation on bedrock	ea	\$350.00	
70. Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	ea	\$820.00	
ii. Deep foundation	ea	\$1,080.00	
iii. Settlement analysis for retaining wall foundation	ea	\$350.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$950.00	
ii. Retaining structure with tie-back system	ea	\$1,380.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$975.00	
ii. Retaining structure with tie-back system	ea	\$1,400.00	
d. Soil nailing wall analysis	ea	\$940.00	
71. Seepage analysis	ea	\$1,320.00	
72. Deep dynamic compaction analysis	ea	\$1,330.00	
<b>Subtotal (Geotechnical Engineering)</b>			<b>\$2,940.00</b>

**CONSTRUCTION INSPECTION AND MONITORING**

73. Mobilization of testing equipment	LS	\$150.00	
74. a. Monitoring geotechnical instrumentation	hr	\$70.00	
b. Field Inspector	hr	\$70.00	
75. Integrity testing		Actual Cost	
76. Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$70.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$70.00	
77. Dynamic pile analysis	ea	\$975.00	
78. Static load test	ea	\$975.00	
79. Dynamic pile load test		Actual Cost	
80. CAPWAP-C analysis	ea	\$450.00	
81. Final construction inspection report	ea	\$875.00	
<b>Subtotal (Construction Inspection and Monitoring)</b>			

**FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS**

82. a. Surface test/Pier or foundation	Actual Cost	
b. Borehole test/Pier or foundation	Actual Cost	

**GEOPHYSICAL INVESTIGATION**

83. Geophysical Investigations	Invoice Cost	
--------------------------------	--------------	--

**GEOTECHNICAL PROJECT MANAGEMENT**

84. Project Management		
------------------------	--	--



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Project Coordination	mi	\$1,600.00	
b. Project Website	LS	\$3,100.00	
85. Geotechnical Review			
a. Structure Report	ea	\$310.00	
b. Roadway Report	mi	\$260.00	
<b><u>PAVEMENT INVESTIGATION</u></b>			
1. Mobilization of coring equipment	LS	\$200.00	
2. Mobilization mileage for coring equipment	mi	\$1.70	
3. Pavement core (partial depth)	ea	\$120.00	
4. Pavement core (full depth)	15 ea	\$180.00	\$2,700.00
5. Sub-base sample	ea	\$59.00	
6. Cement concrete pavement core density determination	ea	\$31.00	
7. Cement concrete core compressive strength test	ea	\$30.00	
8. Bituminous extraction test	ea	\$80.00	
9. Sieve analysis of extracted aggregate test	ea	\$53.50	
10. Recovery of asphalt from solution by Abson method	ea	\$315.00	
11. Theoretical maximum specific gravity test	ea	\$67.00	
12. Bulk specific gravity test	ea	\$29.00	
13. Air voids calculation	ea	\$27.00	
14. Core report for partial depth core	ea	\$32.00	
15. Core report for full depth core	15 ea	\$40.00	\$600.00
16. Pavement analysis and report	ea	\$730.00	
<b>Subtotal (Pavement Investigation)</b>			<b>\$3,300.00</b>

**Summary of Fees**

<b>Geotechnical Field</b>	<b>\$23,926.50</b>
<b>Geotechnical Laboratory</b>	<b>\$6,688.35</b>
<b>Geotechnical Engineering</b>	<b>\$2,940.00</b>
<b>Construction Inspection and Monitoring</b>	
<b>Pavement Investigation</b>	<b>\$3,300.00</b>
<b>Estimated Total</b>	<b>\$36,854.85</b>



February 20, 2014

Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
3417 South Sherman Drive  
Beech Grove, IN 46107



7770 West New York Street  
Indianapolis, IN 46214-2988  
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street  
Niles, MI 49120  
269-262-4320 or 574-233-6820  
(FAX) 269-262-4479

Re: Proposal for Professional Services:  
Pavement Design  
Ronald Reagan Parkway Improvements  
Avon, Hendricks County, Indiana  
EEI Proposal No. P1-14-065.1

Dear Mr. Beck:

We have revised this proposal to reflect the preferred terms of payment in accordance with our correspondence on this date. As you know, the original proposal was in response to your request via electronic correspondence on January 29, 2014.

We understand that representatives of the town of Avon, possibly with the assistance of federal funds, are planning to make improvements to Ronald Reagan Parkway from US 36 to CR 300N. The existing roadway generally consists of a two-lane asphaltic concrete section constructed in three phases. In addition, earthwork and related infrastructure was constructed in anticipation of adding two additional lanes. Based on information provided with the request, the improvements are anticipated to include construction of the two additional lanes and improvements to the existing roadway to extend its longevity. At this time, consideration is being given to overlay of the existing roadway, complete reconstruction and/or full depth reclamation. Due to the age difference in the three sections, we anticipate that the nature of the improvements could be different for each section. Other information regarding the project such as traffic volume and construction schedule is not known at this time.

Our analysis will be performed using the DARWin-ME software which utilizes the MEPDG approach in accordance with Ch. 52 (304) of the INDOT Design Manual and current INDOT memoranda and guidelines as it relates to the pavement design procedures. The analyses will be made assuming a separate design for each existing section and one design for the new roadway section (assuming that traffic counts are the same for the entire length) in addition to the applicable life cycle cost analyses. Considering the area of reconstruction being greater than 10,000 sq yds, design of an alternate Portland cement concrete pavement section may be required for the new construction.

For the analyses of the sections discussed above, we propose to provide the pavement design on a unit-rate basis and a not-to-exceed fee of \$15,000. Our unit rate fee schedule is



Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
Ronald Reagan Parkway - Avon, IN

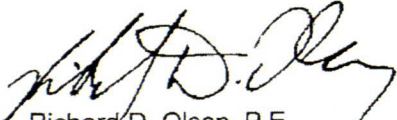
February 20, 2014  
Page 2

attached for your reference. In the event that full depth reclamation or other pavement sections are required, the attached unit rates would also apply.

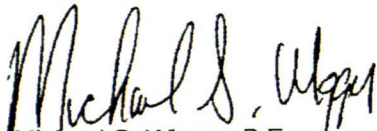
We anticipate that your firm will prepare an agreement outlining the terms and conditions. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

**EARTH EXPLORATION, INC.**



Richard D. Olson, P.E.  
President



Michael S. Wigger, P.E.  
Vice President

Enclosure: Unit Rate Fee Schedule





## PERSONNEL UNIT RATE FEE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
P-1	Professional Staff, Including Travel Time	
A.	Staff professional, per hour .....	\$80.00
B.	Professional, per hour .....	90.00
C.	Senior professional, per hour .....	105.00
D.	Project manager, per hour .....	135.00
E.	Principal, per hour .....	175.00
P-2	Technician for Performing Field Testing, Sampling or Monitoring, Including Travel Time	
A.	Regular time, per hour .....	40.00
B.	Overtime - over 8 hours per day and Saturday, per hour .....	52.00
C.	Sundays and holidays, per hour .....	60.00
P-3	Draftsperson, per hour .....	55.00
P-4	Secretary, per hour .....	40.00
P-5	Reimbursable Expenses	
A.	Overnight living expenses, per person per day .....	100.00
B.	Per diem, per person per day .....	30.00
C.	Mileage for all personnel (company or private vehicle), per mile .....	0.50
D.	Transportation, long distance telephone calls, shipping, facsimile transmissions or items not ordinarily provided by EEI .....	Cost + 10%
E.	Out-of-pocket expenses .....	Cost + 10%
F.	Up to 3 copies of all reports are normally provided. All copies in excess of 3 quoted on job basis.	
P-6	General	
A.	All work must be authorized by a purchase order or letter of authorization.	
B.	Unit prices will remain in effect for 60 days from date of proposal.	
C.	Invoices submitted for payment are due within 30 days of the invoice date unless another payment schedule has been agreed upon prior to commencing the work.	
D.	Invoices will be submitted once a month for services provided during that month.	
E.	A service charge of 1½% per month (18% per year) will be added to all past due accounts.	



**EXHIBIT "C"**

**THE ENGINEERING AGREEMENT**



# AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of March 3, 2014 ("Effective Date") between

Town of Avon ("Owner")

and CrossRoad Engineers, PC ("Engineer")

Engineer agrees to provide the services described below to Owner for Ronald Reagan Parkway from US 36 to CR 300 N ("Project").

Description of Engineer's Services: Topographic Field Survey, Geotechnical Investigation, Pavement Design and Engineering Assessment & Preliminary Design

See Exhibit A for Scope of Services

See Exhibit B for Schedule

See Exhibit C for Fee

## 1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Exhibit C.

## 2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 60 days of receipt. If the Owner fails to pay within the 60-day time period, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges.

## 3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.

B. Owner shall pay Engineer for such additional services pursuant to the terms of a Change Order executed by the parties prior to the additional services being performed. The Change Order shall describe the additional services to be provided by the Engineer, the schedule for performance of such services, and the fee for such services.

## 4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

I. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.



b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of such termination as provided for in subparagraphs (1) or (2).

c. By Avon:

1) upon seven days written notice, if the Engineer fails to perform its obligations under the terms of this agreement.

d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

B. The terminating party under this paragraph may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.01 Controlling Law

A. This Agreement is to be governed by the law of the State of Indiana.

#### 6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

#### 7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.



B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).

F. All design documents prepared or furnished by Engineer are property of Avon.

G. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

H. Engineer affirms under penalties for perjury that Engineer does not knowingly employ unauthorized aliens. The Engineer also acknowledges that the Engineer has or will enroll in and verify work eligibility status of all of Engineer's newly hired employees through the E-Verify program as defined by Indiana Code 22-5-1.7-3. The Engineer is not required to participate in the E-Verify program should it cease to exist or if the Engineer is self-employed and has no employees. The Engineer shall not knowingly employ or contract with an unauthorized alien and shall not retain an employee or contract with a person that the Engineer subsequently learns is an unauthorized alien. The Engineer will require all subcontractors who perform work under this contract to certify to the Engineer that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Engineer agrees to maintain this certification throughout the duration of the term of the contract with the subcontractor. If the Engineer fails to cure a breach of this paragraph for a period of more than thirty (30) days, the Owner may terminate this agreement.

#### 8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER:

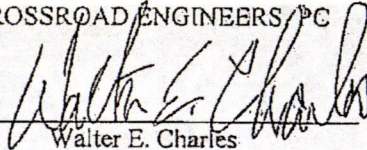
TOWN OF AVON

By \_\_\_\_\_  
Tom Klein  
Town Manager

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

ENGINEER:

CROSSROAD ENGINEERS, PC

By  \_\_\_\_\_  
Walter E. Charles  
President

Date signed: 3/3/14

License or Certificate No. and State  
EIN 35-1963331



## Exhibit A for Scope of Services

### DESCRIPTION OF ANTICIPATED WORK ELEMENTS

**Topographic Field Survey** – The project limits will be surveyed in accordance with Indiana Code and the INDOT Design Manual. Most of this effort will be within the limits of the existing right of way and will primarily focus on the existing roadway and drainage facilities. In addition, we will provide survey data collection on all connecting streets to facilitate connecting the proposed improvements to the existing roadway. Upon the completion of the field work, we will establish all section lines, right-of-way lines, and property lines per deeds and platted subdivisions; complete topographic drafting work, including creation of the existing ground surface model contours; and add all relevant survey notes to the drawings. A Route Survey Plat should not be necessary since one was prepared when the original corridor right of way was procured. Any additional right of way that might be necessary due to these proposed improvements could reference the existing Route Survey Plat.

**Geotechnical Investigation** – Earth Exploration, Inc. will provide an evaluation of the subsurface conditions and assess the impacts of these conditions on the proposed design and construction. Please see the attached proposal for the detailed scope of work and estimated fee.

**Pavement Design** – Earth Exploration, Inc. will analyze and develop pavement rehabilitations for the existing roadway sections as well as the pavement for the new widening. These analyses will be performed in accordance with current INDOT pavement design procedures. Please see the attached proposal for the detailed scope of work and estimated fee.

**Engineering Assessment & Preliminary Design** – This effort includes preparing for, attending, and participating in a maximum of two meetings with key individuals from the Town. The initial meeting will be a kickoff to discuss a macro approach to the planned improvements. Included will be issues such as funding availability, construction phasing, and access control. The second meeting will be held upon completion of the draft Engineering Assessment Report and the preliminary design exhibits. The findings of the report will be presented and discussed. Comments and feedback will be incorporated into the final report.

Once the kickoff meeting has been held, we will commence with reconnaissance, research, and analysis to determine the detailed improvements that are needed and will be included in this project. Construction elements that will be investigated include:

- Roadside Edge Treatment – shoulder versus curb section
- Stormwater Collection and Discharge – inlets versus curb turnouts, storm sewers versus swales, etc.
- Multi-use Paths – one side versus both sides, connection to B&O Trail
- Existing Pavement – reconstruction, rehabilitation, widening based upon findings of geotechnical investigation and pavement design
- Intersections at CR 100 N and CR 200 N -- existing signals, auxiliary lanes

There will be several factors considered when investigating these elements. These include construction costs, construction phasing, funding availability, right of way impacts, utility impacts, water quality measures, and maintenance of traffic. The results of this investigation will be incorporated into a draft Engineering Assessment Report. The preliminary design efforts will also be incorporated into the draft report through exhibits such as typical cross sections, plan & profile, and maintenance of traffic. As discussed above, this information will be presented to the Stakeholders for review and discussion. The report and exhibits will then be finalized and presented to the Town Council for approval.



# Project Schedule

Ronald Reagan Parkway – US 36 to CR 300 N

Phase I – Engineering Assessment & Prelim Design



<u>Stage</u>	<u>Duration</u>	<u>Start Date</u>	<u>End Date</u>
NTP	0 days	03/03/2014	
Survey	75 days	03/03/2014	05/17/2014
Geotechnical	60 days	03/03/2014	05/02/2014
Pavement Design	15 days	05/02/2014	05/17/2014
Engineers Report	105 days	03/03/2014	06/17/2014



## Exhibit C for Fee

### Fee Schedule

The work, as outlined in "Description of Anticipated Work Elements", will be invoiced as work is performed in accordance with the following fee schedule. Note that all fees are lump sum except for the Geotechnical Evaluation.

Topographic Field Survey	\$79,700
Geotechnical Evaluation (see attached proposal from Earth Exploration)	\$37,000 <sup>1</sup>
Pavement Design (see attached proposal from Earth Exploration)	\$15,000 <sup>1</sup>
Engineering Assessment & Preliminary Design	<u>\$52,300</u>
<b>TOTAL Not-to-Exceed Phase I Services</b>	<b>\$184,000</b>

<sup>1</sup> This is a subcontracted item and the fee shown here is estimated. The final cost will consist of the actual invoiced amounts from the subcontractor.



February 7, 2014

Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
3417 South Sherman Drive  
Beech Grove, IN 46107



7770 West New York Street  
Indianapolis, IN 46214-2988  
317-273-1690 (FAX) 317-273-2250

2204 Yankee Street  
Niles, MI 49120  
269-262-4320 or 574-233-6820  
(FAX) 269-262-4479

Re: Proposal for Professional Services:  
Geotechnical Evaluation  
Ronald Reagan Parkway Improvements  
Avon, Hendricks County, Indiana  
EEI Proposal No. P1-14-065

Dear Mr. Beck:

We appreciate the opportunity to provide a proposal for performing a geotechnical evaluation for the referenced project. This proposal is in response to your request via electronic correspondence on January 29, 2014, and our telephone conversation on this date.

#### **PROJECT CONCEPT**

We understand that the town of Avon, possibly with the assistance of federal funds, is planning to make improvements to Ronald Reagan Parkway from US 36 to CR 300N. The existing roadway generally consists of a two-lane asphaltic concrete section constructed in three phases. In addition, earthwork and related infrastructure was constructed in anticipation of adding two additional lanes. Based on information provided with the request, the improvements are anticipated to include construction of the two additional lanes and improvements to the existing roadway to extend its longevity. At this time, consideration is being given to overlay of the existing roadway, complete reconstruction, and/or full depth reclamation. Due to the age difference in the three sections, we anticipate that the nature of the improvements could be different for each existing section. Other information regarding the project such as traffic volume and construction schedule is not known at this time.

#### **PURPOSE AND SCOPE OF SERVICES**

The purpose of our services will be to provide an evaluation of the subsurface conditions and assess the impacts of these conditions on the proposed design and construction. Based on exploratory activities performed by EEI on the section between CR 100N and CR 200N and a section south of this project, the naturally-occurring subsurface conditions within the depth of interest are anticipated to consist of cohesive soils of glacial origin including silty clay underlain by loam with sand seams. In addition, soil fill placed during the original construction is also likely to be primarily cohesive in nature if obtained from nearby sources. At this time, we anticipate our scope of services to include:



1. Performing up to 58 exploratory test borings (i.e., 29 in the existing section and 29 in the proposed section) to a depth of about 7½ ft each for a total of 440 lin. ft. The actual location, depth, and number of borings will be dependent on the soil conditions encountered and forthcoming plans. Standard Penetration Test (SPT) sampling will be performed in the borings at 2½-ft intervals, and the borings will be backfilled at completion of the field work with auger cuttings, bentonite chips and a concrete patch at the surface where performed within the roadway. In addition, approximately 15 pavement cores are planned to be performed in the existing roadway. EEI will locate the test borings using measurements from existing site features shown on plans to be provided. Furthermore, we will contact Indiana 811 to arrange an underground utility line location check;
2. Performing appropriate laboratory tests such as visual soil classification, hand penetrometer readings, moisture content, grain size analysis, Atterberg limit determinations, moisture-density relations, pH determinations, soluble sulfate, unit density, unconfined compression, standard Proctor and soil resilient modulus tests;
3. Preparing a technical report which will include a summary of our findings and geotechnical recommendations regarding;
  - a. Subgrade preparation, and improvement as necessary, for support of pavement components;
  - b. Embankment fill placement, where necessary;
  - c. Pavement design parameters; and
  - d. Potential construction problems due to the subsurface conditions encountered (e.g., shallow groundwater, etc.).

#### SCHEDULE

We are typically able to mobilize to the site within one to two weeks of authorization. The field work will likely require five days to complete. After the field work is completed, the laboratory testing will take about three to four weeks to complete due to the resilient modulus testing. We anticipate submitting a draft report within three weeks after the laboratory work is completed.

#### COST

We propose to provide our services on a not-to-exceed basis in accordance with the unit rates provided in the attached Cost Estimate. We estimate the cost of completing these services to be up to \$36,850. Please recognize that the total cost is approximate because it is based on an estimate of quantities in the absence of plans and assumed soil conditions.



Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
Ronald Reagan Parkway Improvements - Avon, IN

February 7, 2014  
Page 3

If any significant variation develops during the course of the evaluation, we will advise you so that our efforts can be effectively directed.

#### CLOSURE


We anticipate that your firm will prepare an agreement outlining the terms and conditions. Thank you for the continued business. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

**EARTH EXPLORATION, INC.**



Richard D. Olson, P.E.  
President



Michael S. Wigger, P.E.  
Vice President

Enclosure: Cost Estimate



## Cost Estimate

Ronald Reagan Parkway, US 36 to CR 300N  
Avon, Hendricks County, Indiana

	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>GEOTECHNICAL FIELD</u></b>			
1. Mobilization and Field Coordination			
a. SPT Rig	1 LS	\$240.00	\$240.00
b. CPT	LS	\$405.00	
c. Field and utility coordination	1 LS	\$1,500.00	\$1,500.00
d. Field coordination with property owners			
i. 1 - 10	LS	\$280.00	
ii. 11 - 25	LS	\$460.00	
iii. Over 25	LS	\$640.00	
e. Mileage	10 mi	\$3.15	\$31.50
2. Truck mounted borings with split spoon sampling	220 ft	\$17.10	\$3,762.00
3. Truck mounted borings with drilling fluid	ft	\$17.00	
4. Truck mounted core drilling	ft	\$35.40	
5. Truck mounted borings			
a. Truck mounted borings through bedrock or boulders or concrete pavement	ft	\$35.00	
b. Bridge deck coring and restoration	ea	\$310.00	
6. Cone penetrometer testing			
a. Set up	ea	\$68.00	
b. Subsurface profiling	ft	\$11.00	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$85.30	
ii. Penetration	ft	\$13.15	
iii. Pore water dissipation test	hr	\$175.00	
iv. Hydraulic conductivity and consolidation	ea	\$65.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$14.50	
e. Sample	ea	\$21.00	
7. Hand or truck soundings	50 ft	\$11.00	\$550.00
8. Hand auger drilling	ft	\$11.50	
9. Skid mounted borings with split spoon sampling	220 ft	\$27.25	\$5,995.00
10. Skid mounted borings using drilling fluid	ft	\$27.50	
11. Skid mounted core drilling	ft	\$39.00	
12. Skid mounted boring through bedrock or boulders	ft	\$41.00	
13. Skid mounted soundings	ft	\$15.60	
14. Skid Mounted Cone Penetrometer Testing (CPT)			
a. Set up	ea	\$102.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
b. Subsurface profiling	ft	\$17.00	
c. Profiling with pore pressure measurement			
i. Piezometric Saturation	ea	\$130.00	
ii. Penetration	ft	\$20.00	
iii. Pore Water Dissipation Test	hr	\$260.00	
iv. Hydraulic Conductivity and Consolidation	ea	\$79.00	
d. Profiling with Shearwave Velocity Measurement	ft	\$22.00	
e. Sample	ea	\$33.00	
15. Furnishing of a boat		Actual Cost	
16. Barge set-up expenses			
a. Navigable water			
i. Barge set-up	ea	\$5,200.00	
ii. Rental of support equipment and/or boat		Actual Cost	
iii. Drill rig down time	hr	\$132.00	
b. Non-navigable water barge set-up	ea	\$4,500.00	
17. Additional disassembly and reassembly			
a. Navigable water	ea	\$1,900.00	
b. Non-navigable water	ea	\$1,700.00	
18. Barge mounted borings with split spoon sampling	ft	\$29.75	
19. Barge mounted core drilling	ft	\$40.25	
20. Barge mounted boring through bedrock or boulders	ft	\$44.50	
21. Barge mounted soundings	ft	\$17.60	
22. Casing through water	ft	\$7.75	
23. Uncased sounding through water	ft	\$5.00	
24. Set up for borings and machine soundings			
a. Borings and machine soundings less than 20 ft deep	58 ea	\$64.00	\$3,712.00
b. Rock core borings	ea	\$110.00	
25. Additional 2-in. split spoon sampling	ea	\$19.00	
26. 3-in. split spoon samples	ea	\$21.00	
27. 3-in. Shelby tube samples	ea	\$57.00	
28. Bag samples			
a. 300-lb sample	3 ea	\$105.00	\$315.00
b. 25-lb sample	ea	\$46.00	
c 5-lb sample	ea	\$40.00	
29. Field vane shear test	ea	\$102.00	
30. 4½-in. cased hole	ft	\$11.30	
31. Installation of Geotechnical Instruments			
a. Inclinator casing installation	ft	\$13.40	
b. Piezometer installation up to 25 ft below surface	ea	\$230.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
c. Piezometer installation deeper than 25 ft below surface	ea	\$260.00	
d. Metal protective outer cover for inclinometer and piezometer casings	ea	\$113.00	
32. Geotechnical engineer	8 hr	\$105.00	\$840.00
33. Railroad expenses		Actual Cost	
34. Twenty-four hour water levels			
a. Field measurements per borehole	ea	\$34.75	
b. PVC slotted pipe	ft	\$5.30	
35. Special borehole backfilling			
a. 0 to 30 ft			
i. SPT	29 ea	\$97.00	\$2,813.00
ii. CPT	ea	\$43.00	
b. More than 30 ft			
i. SPT	ft	\$6.00	
ii. CPT	ea	\$1.75	
c. Pavement restoration (concrete patch)	29 ea	\$52.00	\$1,508.00
36. Dozer rental		Actual Cost	
37. Traffic control			
a. Flag crew	day	\$550.00	
b. Equipment Rental		Actual Cost	
c. Flag crew with equipment	4 day	\$665.00	\$2,660.00
38. Centerline surveying		Invoice Cost	
Subtotal (Geotechnical Field)			\$23,926.50

#### GEOTECHNICAL LABORATORY

39. Sieve analysis for soils	10 ea	\$44.00	\$440.00
40. Hydrometer analysis	10 ea	\$50.50	\$505.00
41. Sieve analysis for Aggregates			
a. Analysis by Washing (AASHTO T-11)	ea	\$70.00	
b. Analysis by Using (AASHTO T-27)	ea	\$125.00	
42. Liquid limit	10 ea	\$31.00	\$310.00
43. Plastic limit & plasticity index	10 ea	\$22.50	\$225.00
44. Liquid Limit Ratio	ea	\$70.00	
45. pH test	10 ea	\$13.80	\$138.00
46. Loss on Ignition Test			
a. Loss on Ignition Test (Conventional)	ea	\$22.00	
b. Loss on Ignition Test (Sequential)	ea	\$50.00	
47. Moisture Content Tests			
a. Moisture Content Test (Conventional)	180 ea	\$6.00	\$1,080.00
b. Moisture Content Test (Microwave)	ea	\$12.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
48. Expansion Index of Soils	ea	\$240.00	
49. Specific Gravity Test	ea	\$32.50	
50. Unit weight determination	29 ea	\$16.15	\$468.35
51. Hydraulic Conductivity Test			
a. Constant Head	ea	\$210.00	
b. Falling Head	ea	\$260.00	
52. a. Unconfined Compression Test	29 ea	\$42.00	\$1,218.00
b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	ea	\$105.00	
c. Point Load Strength Index of Rock	ea	\$40.00	
53. Compressive Strength and Elastic Moduli of Intact Rock			
a. Compressive Strength of Intact Rock	ea	\$100.00	
b. Elastic Moduli of Intact Rock	ea	\$400.00	
54. Consolidation Test	ea	\$410.00	
55. Triaxial test			
a. Unconsolidated - Undrained (UU)	ea	\$320.00	
b. Consolidated - Undrained (CU)	ea	\$475.00	
c. Consolidated - Drained (CD)	ea	\$650.00	
d. Pore Pressure measurement with a. or b. and use of back pressure for saturation	ea	\$230.00	
56. Direct Shear Test	ea	\$550.00	
57. Moisture-Density Relationship Test			
a. Standard Proctor	3 ea	\$128.00	\$384.00
b. Modified Proctor	ea	\$140.00	
58. Soil Support Testing			
a. California Bearing Ratio Test	ea	\$490.00	
b. Subgrade Resilient Modulus	2 ea	\$460.00	\$920.00
59. Collapse Potential Evaluation Test			
a. Silty Soil (Loess)	ea	\$352.00	
b. Cohesive or Expansive Soils	ea	\$420.00	
60. Water Soluble Sulfate Test	10 ea	\$100.00	\$1,000.00
61. Water Soluble Chloride Test	ea	\$100.00	
62. Soil Resistivity Test	ea	\$125.00	
63. a. Slake Durability Index Test	ea	\$120.00	
b. Jar Slake Test	ea	\$12.00	

**Subtotal (Geotechnical Laboratory) \$6,688.35**



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<b><u>GEOTECHNICAL ENGINEERING</u></b>			
64. Geotechnical profile and related work			
a. Without soil subgrade drawings			
First mile	LS	\$1,100.00	
Each additional mile	mi	\$500.00	
b. With soil subgrade drawings			
First mile	LS	\$1,300.00	
Each additional mile	mi	\$570.00	
c. Soil subgrade drawings (only)			
First mile	LS	\$335.00	
Each additional mile	mi	\$210.00	
65. Geotechnical report			
a. Without soil subgrade investigation			
First mile	1 LS	\$1,510.00	\$1,510.00
Each additional mile	2.2 mi	\$650.00	\$1,430.00
b. With soil subgrade investigation			
First mile	LS	\$1,775.00	
Each additional mile	mi	\$740.00	
c. Soil subgrade investigation (only)			
First mile	LS	\$550.00	
Each additional mile	mi	\$340.00	
66. Settlement analysis and recommendations for embankment			
a. Proposed embankment	ea	\$470.00	
b. Proposed and existing embankment	ea	\$520.00	
67. Ground modification design	ea	\$1,375.00	
68. Slope stability analysis			
a. C, $\phi$ or C & $\phi$ analysis	ea	\$735.00	
b. Corrective measures	ea	\$735.00	
c. Stage construction corrective method	ea	\$1,275.00	
69. Bridge foundation analysis and recommendations			
a. Shallow foundation	ea	\$450.00	
b. Deep foundation			
i. Deep foundation analyses	ea	\$800.00	
ii. Wave equation analyses	ea	\$310.00	
iii. Liquefaction analysis	ea	\$250.00	
iv. Group - 3D analysis	ea	\$400.00	
c. Settlement analysis for bridge pier foundation			
i. Bridge pier	ea	\$360.00	
ii. Embankment plus pier	ea	\$400.00	



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
iii. Embankment plus pier plus all other loads	ea	\$460.00	
d. Foundation on bedrock	ea	\$350.00	
70. Retaining structure analysis recommendations			
a. Conventional retaining structures and other types such as MSE Walls and Bin walls			
i. Shallow foundation	ea	\$820.00	
ii. Deep foundation	ea	\$1,080.00	
iii. Settlement analysis for retaining wall foundation	ea	\$350.00	
b. Pile retaining structure analysis and recommendations			
i. Free standing structure	ea	\$950.00	
ii. Retaining structure with tie-back system	ea	\$1,380.00	
c. Drilled-in-pier retaining structure analysis			
i. Free standing structure	ea	\$975.00	
ii. Retaining structure with tie-back system	ea	\$1,400.00	
d. Soil nailing wall analysis	ea	\$940.00	
71. Seepage analysis	ea	\$1,320.00	
72. Deep dynamic compaction analysis	ea	\$1,330.00	
		<b>Subtotal (Geotechnical Engineering)</b>	<b>\$2,940.00</b>

**CONSTRUCTION INSPECTION AND MONITORING**

73. Mobilization of testing equipment	LS	\$150.00	
74. a. Monitoring geotechnical instrumentation	hr	\$70.00	
b. Filed Inspector	hr	\$70.00	
75. Integrity testing		Actual Cost	
76. Field Compaction Testing			
a. Dynamic Cone Penetration Test (DCPT)	hr	\$70.00	
b. Light Weight Deflectometer Test (LWD)	hr	\$70.00	
77. Dynamic pile analysis	ea	\$975.00	
78. Static load test	ea	\$975.00	
79. Dynamic pile load test		Actual Cost	
80. CAPWAP-C analysis	ea	\$450.00	
81. Final construction inspection report	ea	\$875.00	

**Subtotal (Construction Inspection and Monitoring)**

**FOUNDATION EVALUATION BY NON-DESTRUCTIVE METHODS**

82. a. Surface test/Pier or foundation	Actual Cost
b. Borehole test/Pier or foundation	Actual Cost

**GEOPHYSICAL INVESTIGATION**

83. Geophysical Investigations	Invoice Cost
--------------------------------	--------------

**GEOTECHNICAL PROJECT MANAGEMENT**

84. Project Management
------------------------



	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
a. Project Coordination	mi	\$1,600.00	
b. Project Website	LS	\$3,100.00	
85. Geotechnical Review			
a. Structure Report	ea	\$310.00	
b. Roadway Report	mi	\$260.00	
<b><u>PAVEMENT INVESTIGATION</u></b>			
1. Mobilization of coring equipment	LS	\$200.00	
2. Mobilization mileage for coring equipment	mi	\$1.70	
3. Pavement core (partial depth)	ea	\$120.00	
4. Pavement core (full depth)	15 ea	\$180.00	\$2,700.00
5. Sub-base sample	ea	\$59.00	
6. Cement concrete pavement core density determination	ea	\$31.00	
7. Cement concrete core compressive strength test	ea	\$30.00	
8. Bituminous extraction test	ea	\$80.00	
9. Sieve analysis of extracted aggregate test	ea	\$53.50	
10. Recovery of asphalt from solution by Abson method	ea	\$315.00	
11. Theoretical maximum specific gravity test	ea	\$67.00	
12. Bulk specific gravity test	ea	\$29.00	
13. Air voids calculation	ea	\$27.00	
14. Core report for partial depth core	ea	\$32.00	
15. Core report for full depth core	15 ea	\$40.00	\$600.00
16. Pavement analysis and report	ea	\$730.00	
<b>Subtotal (Pavement Investigation)</b>			<b>\$3,300.00</b>

**Summary of Fees**

Geotechnical Field	\$23,926.50
Geotechnical Laboratory	\$6,688.35
Geotechnical Engineering	\$2,940.00
Construction Inspection and Monitoring	
Pavement Investigation	\$3,300.00
<b>Estimated Total</b>	<b>\$36,854.85</b>



February 20, 2014

Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
3417 South Sherman Drive  
Beech Grove, IN 46107



7770 West New York Street  
Indianapolis, IN 46214-2988  
317-273-1696 (FAX) 317-273-2250

2204 Yankee Street  
Niles, MI 49120  
269-262-4320 or 574-233-6820  
(FAX) 269-262-4479

Re: Proposal for Professional Services:  
Pavement Design  
Ronald Reagan Parkway Improvements  
Avon, Hendricks County, Indiana  
EEI Proposal No. P1-14-065.1

Dear Mr. Beck:

We have revised this proposal to reflect the preferred terms of payment in accordance with our correspondence on this date. As you know, the original proposal was in response to your request via electronic correspondence on January 29, 2014.

We understand that representatives of the town of Avon, possibly with the assistance of federal funds, are planning to make improvements to Ronald Reagan Parkway from US 36 to CR 300N. The existing roadway generally consists of a two-lane asphaltic concrete section constructed in three phases. In addition, earthwork and related infrastructure was constructed in anticipation of adding two additional lanes. Based on information provided with the request, the improvements are anticipated to include construction of the two additional lanes and improvements to the existing roadway to extend its longevity. At this time, consideration is being given to overlay of the existing roadway, complete reconstruction and/or full depth reclamation. Due to the age difference in the three sections, we anticipate that the nature of the improvements could be different for each section. Other information regarding the project such as traffic volume and construction schedule is not known at this time.

Our analysis will be performed using the DARWin-ME software which utilizes the MEPDG approach in accordance with Ch. 52 (304) of the INDOT Design Manual and current INDOT memoranda and guidelines as it relates to the pavement design procedures. The analyses will be made assuming a separate design for each existing section and one design for the new roadway section (assuming that traffic counts are the same for the entire length) in addition to the applicable life cycle cost analyses. Considering the area of reconstruction being greater than 10,000 sq yds, design of an alternate Portland cement concrete pavement section may be required for the new construction.

For the analyses of the sections discussed above, we propose to provide the pavement design on a unit-rate basis and a not-to-exceed fee of \$15,000. Our unit rate fee schedule is



Mr. Mark A. Beck, P.E.  
CrossRoad Engineers, P.C.  
Ronald Reagan Parkway - Avon, IN

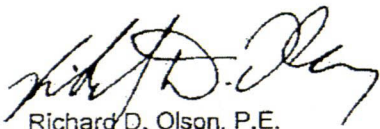
February 20, 2014  
Page 2

attached for your reference. In the event that full depth reclamation or other pavement sections are required, the attached unit rates would also apply.

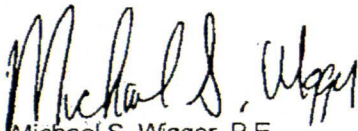
We anticipate that your firm will prepare an agreement outlining the terms and conditions. We look forward to providing our services on this project. Should you have any questions about this information, please feel free to contact us.

Sincerely,

**EARTH EXPLORATION, INC.**



Richard D. Olson, P.E.  
President



Michael S. Wigger, P.E.  
Vice President

Enclosure: Unit Rate Fee Schedule





## PERSONNEL UNIT RATE FEE SCHEDULE

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
P-1	Professional Staff, Including Travel Time	
A.	Staff professional, per hour .....	\$80.00
B.	Professional, per hour .....	90.00
C.	Senior professional, per hour .....	105.00
D.	Project manager, per hour .....	135.00
E.	Principal, per hour .....	175.00
P-2	Technician for Performing Field Testing, Sampling or Monitoring, Including Travel Time	
A.	Regular time, per hour .....	40.00
B.	Overtime - over 8 hours per day and Saturday, per hour .....	52.00
C.	Sundays and holidays, per hour .....	60.00
P-3	Draftsperson, per hour .....	55.00
P-4	Secretary, per hour .....	40.00
P-5	Reimbursable Expenses	
A.	Overnight living expenses, per person per day .....	100.00
B.	Per diem, per person per day .....	30.00
C.	Mileage for all personnel (company or private vehicle), per mile .....	0.50
D.	Transportation, long distance telephone calls, shipping, facsimile transmissions or items not ordinarily provided by EEI .....	Cost + 10%
E.	Out-of-pocket expenses .....	Cost + 10%
F.	Up to 3 copies of all reports are normally provided. All copies in excess of 3 quoted on job basis.	
P-6	General	
A.	All work must be authorized by a purchase order or letter of authorization.	
B.	Unit prices will remain in effect for 60 days from date of proposal.	
C.	Invoices submitted for payment are due within 30 days of the invoice date unless another payment schedule has been agreed upon prior to commencing the work.	
D.	Invoices will be submitted once a month for services provided during that month.	
E.	A service charge of 1 1/2% per month (18% per year) will be added to all past due accounts.	



**INTERLOCAL COOPERATION AGREEMENT BETWEEN  
THE TOWN OF BROWNSBURG, INDIANA AND HENDRICKS COUNTY, INDIANA  
IN CONNECTION WITH THE REIMBURSEMENT OF CERTAIN DESIGN COSTS  
FOR A PORTION OF THE RONALD REAGAN PARKWAY PROJECT**

This Interlocal Cooperation Agreement (the "Agreement") is executed by and between the Town of Brownsburg, Indiana (the "Town") and Hendricks County, Indiana (the "County").

**WITNESSETH THAT**

**WHEREAS**, on February 6, 2007, the County entered into an LPA contract with American Structurepoint, Inc. (the "Consultant"), for engineering services for the Ronald Reagan Parkway road improvements from CR 300 N to 2,000 feet north of SR 136 (the "Contract Project Description") a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" (the "Contract");

**WHEREAS**, on April 23, 2013, the County issued a letter to the Indianapolis Metropolitan Planning Organization (the "MPO") to make an application for construction funding (the "Application for Funding") for that segment of the Ronald Reagan Parkway described from CR 300 N to the southern terminus of the I-74 interchange at the Ronald Reagan Parkway (the "Application for Funding Project Description"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "B";

**WHEREAS**, the Contract Project Description and the Application for Funding Project Description cover the same project area to be covered by this Agreement (the "Project Area");

**WHEREAS**, the Application for Funding provided that the County has funded all of the pre-construction costs of the Project Area and proposed that of the total costs of construction for the Project Area, the County will provide 13.5% of the construction costs (the "County's Portion of the Construction Costs") and the Town will provide 36.4% of the construction costs (the "Town's Portion of the Construction Costs");

**WHEREAS**, the Application for Funding received approval from the MPO in the amount of \$10,121,661 for the estimated total construction cost for the Project Area in the amount of \$20,243,322;



**WHEREAS**, on July 22, 2014 an Amendment No. 1 (the “Amendment”) to the Contract was issued and executed by and between the Consultant and the County, a copy of which is attached hereto as Exhibit “C” which provides for additional work under the original Contract in the amount of \$172,250 (the “Amendment Costs”) over the original Contract Amount of \$808,750;

**WHEREAS**, the Town desires to reimburse the County for a certain portion of the Amendment Costs in a total amount not to exceed \$52,400 (the “Town’s Portion of the Amendment Costs”) as more specifically described below and as provided for under Sections 7.1.c.1. (Additional Geotechnical) and 7.1.d.8. (Bridge Aesthetics Plans) of the Amendment:

c. Geotechnical Investigation (ATC)

1. Additional Geotechnical.....\$4,000;

d. Bridge Plan Preparation

8. Bridge Aesthetics..... \$48,400;

**WHEREAS**, the Bridge Aesthetics include the design for certain aesthetic features of the bridge over US 136, including lettering, decorative arches, decorative stone-look columns, stained concrete, and lighting (the “Bridge Aesthetics”);

**WHEREAS**, the Town is willing to pay 100% of the construction costs for the Bridge Aesthetics as may be approved by the Town in writing after design has been completed and bids have been received;

**WHEREAS**, the County has informed the Town that it will pay the Consultant all of the Amendment Costs directly and the Town can reimburse the County for the Town’s Portion of the Amendment Costs in accordance with the terms and conditions as provided for under this Agreement;

**WHEREAS**, it is the desire of the parties to enter into this Agreement to govern the terms and conditions by which the Town will reimburse the County for the Town’s Portion of the Amendment Costs in the total amount of \$52,400 and to address construction costs for the Project Area; and

**WHEREAS**, IC 36-1-7 *et. seq.* (the “Act”) permits interlocal agreements between



governmental entities.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **INCORPORATION OF RECITALS:** The foregoing recitals are material to this Agreement and are hereby incorporated and made a part of this Agreement as though they were fully set forth in this Paragraph 1.

2. **AUTHORITY:** The parties enter into this Agreement in accordance with the provisions of the Act, which provides that a power that may be exercised by an Indiana political subdivision and one or more other governmental entities may be exercised on behalf of others by entering into a written Interlocal Cooperation Agreement. The Town and the County desire to enter into such an agreement.

3. **PURPOSE:** The purpose of this Agreement is to establish the terms and conditions by which the Town will reimburse the County for the Town's Portion of the Amendment Costs and to address the constructions costs for the Project Area.

4. **ESTABLISHMENT OF JOINT BOARD:** As required by I.C. 36-1-7-3(a)(5), the Town and the County hereby establish a joint board (the "Joint Board") which shall consist of the Town Manager for the Town and the County Engineer for the County. The sole purpose of the Joint Board shall be to administer the terms of this Agreement pursuant to I.C. §36-1-7-3(a)(5)(B).

5. **SCOPE OF SERVICES:** The Town and the County agree to perform the following services (the "Services"):

**a. Consultant Amendment:** The County shall be solely responsible for ensuring compliance with the Agreement and the Amendment both by it and the Consultant. The County hereby represents and warrants to the Town that it will use its best efforts to comply with all applicable laws and regulations governing the design which apply to the Project Area and that are covered by the Contract and the Amendment as well as its own respective resolutions, policies, and procedures applicable thereto. The County shall provide the Town with written



summaries of the progress and status of the design of the Project Area as immediately as such information is received by the County. The County shall continue to be responsible for all pre-construction costs and design fees for the Project Area and the Town's only obligation shall be for the reimbursement of the Town's Portion of the Amendment Costs as provided for under this Agreement.

**b. Construction Costs:** The County shall also be responsible for the County's Portion of the Construction Costs and the Town shall be responsible for the Town's Portion of the Construction Costs. Each party represents and warrants to the other that it shall take all reasonable

and legal action required to accommodate such funding in accordance with a timeline to accommodate INDOT's bidding of construction of the Project Area in the summer of 2015. The County and the Town agree to have their portion of the funding available so that payment to the MPO can be made in a reasonable time after the opening of the bids in the summer of 2015 so as not to delay the issuance of a notice to proceed to the successful bidder and so that work can start due to INDOT's policy of withholding issuance of its notice to proceed until all local shares have been paid to INDOT.

**c. Invoicing and Payment for the Town's Portion of the Amendment Costs and Certain Construction Costs:**

i. Upon completion of the work by Consultant for the work related to the Town's Portion of the Amendment Costs as identified in sections c.1 and d.8 of the Amendment and notification received by the County from Consultant that the work related thereto has been completed by the Consultant and which has been approved by the County, the County shall notify the Town within thirty (30) days thereof and issue an invoice to the Town for the repayment of the Town's Portion of the Amendment Costs. The Town shall reimburse the County the total amount of the Town's Portion of the Amendment Costs within thirty (30) days after receipt of the County's invoice after completion of such work by the Consultant and after being invoiced by the County in accordance with the terms and conditions of this Agreement.



ii. In addition to any other obligations for payment of certain construction costs that may be assumed by the parties, the construction costs relating to the construction of the Bridge Aesthetics will be listed separately on the itemized proposal to simplify billing. Upon invoicing by INDOT for the construction of these features for the Bridge Aesthetics, as must be previously approved in writing by the Town after design has been completed and bids have been received, the Town shall pay 100% of the cost for the Bridge Aesthetics.

6. **ENTIRE AGREEMENT:** This Agreement represents the entire understanding between and among the parties hereto. The signing of this Agreement by both parties constitutes their mutual recognition that no other contracts or agreements, oral or written exist between them and that if such oral or written contracts do exist they shall be considered void. Each party hereby represents to the other that it will not rely upon any agreement, contract, or understanding not otherwise contained within this Agreement and executed or reduced to writing and incorporated by written amendments to this Agreement with the full knowledge and approval of both parties.

7. **APPROVAL AND EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be approved by Resolution of the Town Council on behalf of the Town and by Resolution of the County Commissioners on behalf of the County. After approval and execution of the appropriate officers of each party, this Agreement shall be recorded with the Hendricks County Recorder, and the first date of recordation shall be the effective date of this Agreement. Within sixty (60) days of the effective date, this Agreement shall be recorded with the Indiana State Board of Accountants for audit purposes pursuant to I.C. §36-1-7-6. In the event the County has not approved this Agreement, executed it and returned a fully executed original to the Town Manager within fifteen (15) days after the execution of this Agreement by the Town, then, unless otherwise agreed to in writing by the Town Council, the Town's execution of this Agreement shall be automatically revoked without any further action of the Town. This Agreement shall then be null and void and neither party shall have any obligation or liability hereunder.

8. **INDEMNIFICATION BY THE COUNTY:** The County agrees to indemnify and hold harmless the Town and its officers, agents, and employees, from any and all claims or



threats of claims, costs, losses, liabilities, judgments, or liens arising out of or in any way connected with the County's design, ownership, operation, bidding, construction, maintenance or use of the Project Area and in any way related to its obligations under the terms of this Agreement.

**9. INDEMNIFICATION BY THE TOWN:** The Town agrees to indemnify and hold harmless the County and its officers, agents, and employees, from any and all claims or threats of claims, costs, losses, liabilities, judgments, or liens arising out of or in any way connected with the Town's ownership, operation, maintenance or use of the Project Area or in any way related to its obligations under the terms of this Agreement.

**10. AMENDMENT:** This Agreement may be amended, modified, renewed or supplemented only by a written instrument signed by each of the parties hereto, and any such amendment may pertain to one or more of the provisions of this Agreement without affecting the other provisions of this Agreement.

**11. APPLICABLE LAWS:** This Agreement shall be governed by the laws of the State of Indiana.

**12. SEVERABILITY:** If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the provision shall be stricken, and all other provisions of this Agreement which can operate independently of such stricken provisions shall continue in full force and effect.

**13. DURATION:** This Agreement shall continue as the binding Agreement of the parties hereto until modified or terminated in accordance with the terms and provisions set forth herein.

**14. COUNTERPARTS:** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed in several counterparts and their respective entity's name by the duly authorized signatories below.




**[THIS SPACE INTENTIONALLY LEFT BLANK]**



By: Phyllis A. Palmer Date: 10-28-14  
Phyllis A. Palmer, President

By: Bob Gentry Date: 10/28/14  
Bob Gentry, Vice President

Bob Gentry, Vice President

By:  Date: 10-28-14

Matthew D. Whetstone, Member

Attest: Cinda Kottler

**ADOPTED AND APPROVED BY:** Resolution of the County Commissioners of Hendricks County, Indiana adopted on the day of, 2014.

Dated: 10 / 29 / 14

Certified By: Michael E Graham

Name and Title: MICHAEL E. GRADY, County Administrator

STATE OF INDIANA )  
 )SS:  
COUNTY OF HENDRICKS )

Before me, a Notary Public, in and for said County and State, this 28th day of October, 2014, personally appeared the above-signed officers of the County of Hendricks County, Indiana, who acknowledged that the foregoing statements are true.



My Commission Expires:

May 18, 2015

Janet S. Huesong  
NOTARY PUBLIC

Janet S. Hussong  
PRINTED

My County of Residence:

Hendricks)



**BROWNSBURG, INDIANA  
TOWN COUNCIL**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Gary Hood, President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Don Spencer, Vice President

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Rob Kendall, Member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ashely Hobbs, Member

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Dave Richardson, Member

**ATTEST:** \_\_\_\_\_  
Jeanette Brickler, Clerk-Treasurer

**ADOPTED AND APPROVED BY:** Resolution of the Town Council of Town of Brownsburg, Indiana adopted on the day of , 2014.

Dated: \_\_\_\_\_

Certified By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**STATE OF INDIANA** )  
 )SS:  
**COUNTY OF HENDRICKS** )

Before me, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared the above-signed officers for Town of Brownsburg, Hendricks County, Indiana, who acknowledged that the foregoing statements are true.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED

My Commission Expires:  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_



**EXHIBIT "A"**

**THE CONTRACT**



**EXHIBIT "B"**

**APPLICATION FOR FUNDING PROJECT DESCRIPTION**



**EXHIBIT "C"**

**AMENDMENT NO. 1 TO**  
**FEBRUARY 6, 2007 LPA CONTRACT**



the respective parties. Any party may request an amendment to the Final Design to address any comments provided and issues that may be raised by that party. Avon shall provide Brownsburg and the County with copies of the Final Design, including all drafts issued for the Project within three (3) business days after receipt thereof by Avon from CrossRoad Engineers. Brownsburg and the County shall provide any and all comments to the Final Design to Avon within ten (10) business days after its receipt thereof; provided however, no material changes will be made to the final design, including, but not limited to, changes that adversely affect or impact the scope, size, structural integrity, maintainability and/or durability of the Project without the prior written consent and approval of all of the parties to this Agreement. If any party requests a change to the Final Design that either: (i) is not agreed to by all parties; or (ii) only impacts that portion of the Project within that party's jurisdiction, then any costs and expense related to such change shall be the sole responsibility of that party requesting such change.

**C2.Obligation of Avon Regarding Payment to CrossRoad Engineers:** The entire cost of the Final Design for the Project shall be timely paid by Avon to CrossRoad Engineers.

**C3.Obligations of Brownsburg and the County Regarding Payment to Avon:** Upon Avon's payment of the entire amount due to CrossRoad Engineers for final design, it shall provide written notice of such payment to Brownsburg and the County. Brownsburg and the County shall then reimburse Avon for each of their respective shares of the Final Design Cost based on their individual shares of the Project. In the event the entire \$610,500 is paid to CrossRoad Engineers, then each party's respective monetary share is as follows:

Avon -	\$ 415,140
Brownsburg -	\$ 54,945
Hendricks County -	\$140,415



In the event that any amount less than \$610,500 is paid to CrossRoad Engineers, then each party's respective share shall be adjusted accordingly based on its percentage share of the overall cost for the Final Design as follows:

Avon:	67.94%
Brownsburg:	8.80%. and
the County:	23.26%;



IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Agreement to be executed in several counterparts and their respective entity's name by the duly authorized signatories below.

**HENDRICKS COUNTY, INDIANA**

**BOARD OF COMMISSIONERS**

By: Phyllis A. Palmer

Phyllis A. Palmer, President

Date: 11-12-14

By: Bob Gentry

Bob Gentry, Vice President

Date: 11-12-14

By: \_\_\_\_\_

Matthew D. Whetstone, Member

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

Attest: Cinda Kattau

CINDA KATTAU, AUDITOR

(Printed Name and Title)



**ADOPTED AND APPROVED BY:** Resolution of the County Commissioners of Hendricks County, Indiana adopted on the day of, 2014.

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

Certified By: \_\_\_\_\_

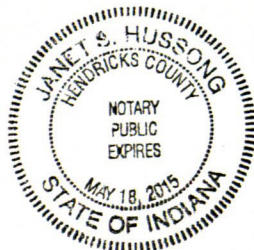
Name and Title: \_\_\_\_\_

STATE OF INDIANA )

)SS:

COUNTY OF HENDRICKS )

Before me, a Notary Public, in and for said County and State, this 12th day of November, 2014, personally appeared the above-signed officers of the Hendricks County Brownsburg, Indiana, who acknowledged that the foregoing statements are true.



Janet S. Hussong  
NOTARY PUBLIC

Janet S. Hussong  
PRINTED

My Commission Expires:

May 18, 2015

My County of Residence:

Hendricks



**BROWNSBURG, INDIANA**

**TOWN COUNCIL**

By: \_\_\_\_\_

Gary Hood, President

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

By: \_\_\_\_\_

Don Spencer, Vice President

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

By: \_\_\_\_\_

Ashley Hobbs, Member

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

By: \_\_\_\_\_

Rob Kendall, Member

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

By: \_\_\_\_\_

Dave Richardson, Member

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

**ATTEST:** \_\_\_\_\_

Jeanette Brickler, Clerk-Treasurer



**ADOPTED AND APPROVED BY:** Resolution of the Town Council of Town of Brownsburg, Indiana adopted on the day of , 2014.

Dated: \_\_\_\_\_

Certified By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**STATE OF INDIANA** )

)SS:

**COUNTY OF HENDRICKS** )

Before me, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of \_\_\_\_\_, 2014, personally appeared the above-signed officers of the Town of Brownsburg, Indiana, who acknowledged that the foregoing statements are true.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_



**AVON, INDIANA**  
**TOWN COUNCIL**

By: \_\_\_\_\_

Marcus Turner, President

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

By: \_\_\_\_\_

Beverly Austin, Vice President

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

By: \_\_\_\_\_

David Cox, Member

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

By: \_\_\_\_\_

Dave Jackson, Member

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

By: \_\_\_\_\_

Mike Rogers, Member

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

**ATTEST:** \_\_\_\_\_

Sharon Howell, Clerk-Treasurer



**ADOPTED AND APPROVED BY:** Resolution of the Town Council of Town of Avon,  
Indiana adopted on the day of , 2014.

Dated: \_\_\_\_\_

Certified By: \_\_\_\_\_

Name and Title: \_\_\_\_\_

**STATE OF INDIANA** )

)SS:

**COUNTY OF HENDRICKS** )

Before me, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2014, personally appeared the above-signed officers of the Town of  
Avon, Indiana, who acknowledged that the foregoing statements are true.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
PRINTED

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_