

INTERLOCAL AGREEMENT FOR CONSTRUCTION  
OF AN ENTRANCE AND ROAD IMPROVEMENTS

This Interlocal Agreement entered into between Hamilton County, Indiana (“the County”) and the City of Westfield (“Westfield”).

WITNESS THAT:

WHEREAS, the County has entered into a Contract with E & B Paving for the repair and resurfacing of certain roads within Hamilton County (“the Base Contract”); and,

WHEREAS, as part of its bid package for the Base Contract, the County requested an alternate bid for construction of improvements to part of River Road and construction of an entrance to the Hamilton County Public Safety Training Facility located on the east side of River Road, eight hundred twenty-two (822’) feet south, of 160<sup>th</sup> Street (“the Project”); and,

WHEREAS, the alternate bid to construct the Project is Eighty Thousand Dollars (\$80,000); and,

WHEREAS, the County and Westfield are desirous in constructing the Project; and,

WHEREAS, the contractor has agreed to hold its alternate bid on the Project until September 20, 2014.

IT IS THEREBY AGREED by and between the County and Westfield as follows:

1. The County shall award the alternate bid to construct the Project which is more particularly described as follows:

Construction of a deceleration lane and commercial entrance along the east side of River Ave. approximately 822 feet south of 160<sup>th</sup> St. in Noblesville Township. The deceleration lane shall consist of a 13.5 in. thick asphalt pavement section that includes two 100 ft. long tapers and a 200 Ft. long by 12 feet wide turn lane. The commercial entrance shall be 36 feet wide with two 40 foot radii and shall terminate at the 75 foot half right-of-way line for an approximate length of 51 feet. The Project shall include ditching and grading along the length of the project limits and 48 lineal feet of 12 in. reinforced concrete pipe with two concrete end sections all as shown in the contract documentation for Hamilton County Resurface Contract 14-02.

2. Westfield shall pay the County Forty Thousand Dollars (\$40,000) toward the cost of the Project within thirty (30) days of receipt of an invoice from the County.

3. The County shall pay the balance of all costs of the Project, including construction inspection and contract administration.

4. If there are disputes arising under this Agreement, the disputes shall initially be discussed in a settlement conference to be held among the following: one (1) member of the Westfield Common Council appointed by the Council; the Mayor of Westfield or his designee; a member of the County Board of Commissioners; and the Director of the Hamilton County Highway Department or his designee. If there is no resolution of the dispute at the settlement conference, the dispute shall be submitted to mediation, pursuant to the Rules of Alternative Dispute Resolution prior to initiating litigation. In the event that the parties cannot agree on an acceptable mediator, a mediator shall be appointed by the Judge of the Circuit Court of Hamilton County.

5. This Agreement shall be approved and returned to the County by Westfield prior to September 20, 2014. The Agreement shall be recorded by the County.

Adopted this \_\_\_\_ day of September, 2014.

WESTFIELD TOWN COUNCIL  
Hamilton County, Indiana

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
Jim Ake	Jim Ake	Jim Ake
Robert L. Horkay	Robert L. Horkay	Robert L. Horkay
Steve Hoover	Steve Hoover	Steve Hoover
Chuck Lehman	Chuck Lehman	Chuck Lehman
Robert Smith	Robert Smith	Robert Smith
Cindy L. Spoljaric	Cindy L. Spoljaric	Cindy L. Spoljaric
Robert Stokes	Robert Stokes	Robert Stokes

ATTEST:

\_\_\_\_\_  
Cindy J. Gossard, Clerk-Treasurer

ALL OF WHICH IS AGREED by the Board of Commissioners of Hamilton County this

\_\_\_\_\_ day of September, 2014.

BOARD OF COMMISSIONERS  
OF HAMILTON COUNTY

\_\_\_\_\_  
Steven C. Dillinger

\_\_\_\_\_  
Christine Altman

\_\_\_\_\_  
Mark E. Heirbrandt

ATTEST:

\_\_\_\_\_  
Dawn Coverdale, Auditor