

**AGREEMENT CONCERNING IMPROVEMENTS TO
PORTIONS OF WHITESTOWN PARKWAY**

This Agreement is entered into by and between the County of Boone, acting through its Board of Commissioners and Council (“Boone County”), and the Town of Whitestown, acting through its Town Council (“Whitestown”).

WHEREAS, the Town of Whitestown is undertaking a project for paving improvements to CR 750 S west of Indianapolis Road and within the Town of Whitestown (“Project”); and

WHEREAS, Boone County is responsible for maintaining approximately 1,990’ feet of CR 750 S from State Road 267 to the western boundary of Whitestown’s municipal limits (“County Portion”); and

WHEREAS, Whitestown has included an alternate A in its request for bids to include extending the paving improvements to the County Portion as a part of the Project, which alternate A is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Boone County desires to include the improvement of the County Portion in the Project; and

WHEREAS, the parties desire to enter into an agreement for Whitestown to proceed with alternate A to include the County Portion within the Project and for Boone County to reimburse Whitestown for the Project costs related to the County Portion.

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

1. Boone County hereby requests and authorizes Whitestown to proceed alternate A attached hereto as Exhibit A on Boone County’ behalf and include the improvements to the County Portion in the Project. Boone County will reimburse Whitestown for all amounts related to the Change Order and invoiced to Whitestown from the contractor as a part of the Project. Boone County will reimburse Whitestown within forty five (45) days of invoicing.
2. The Agreement shall be administered by a joint board composed of: (i) the President of the Boone County Board of Commissioners; and (ii) the President of the Whitestown Town Council.
3. Whitestown (or its contractor) shall be responsible for the financing, budgeting, staffing, supplying, and implementation of the Project as contemplated by this

Agreement. The Whitestown Clerk-Treasurer shall be responsible for receiving, disbursing, and accounting for all monies under this Agreement.

4. This agreement shall continue in full force and effect until the completion of the Project and reimbursement by Boone County.
5. Each signatory below presents and warrants that it has received full authority to execute and perform this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2021.

TOWN COUNCIL OF WHITESTOWN,
INDIANA

Clinton Bohm, President

ATTEST:

Matt Sumner, Clerk-Treasurer
Town of Whitestown

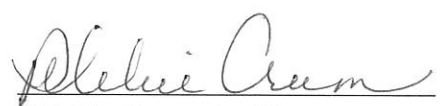
IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of MARCH, 2021.

BOARD OF COMMISSIONERS,
BOONE COUNTY, INDIANA



Tom Santelli, President

ATTEST:



Debbie Crum, Auditor

Exhibit A
Alternate A

Boone County - SOV Alternate/Option for Non-CCMG Portion
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CR 750 S from SR 267 to Town Limits (Approx. 670' West of CR 425 E)					
Line #	Description	Unit	Quantity	Unit Cost	Total
1	Mobilization and Demobilization	LS	1		
2	Transition Milling	SYS	905		
3	Tack Coat	TONS	2		
4	Compacted Aggregate, #73	TONS	126		
5	HMA Surface, Type B, 9.5 mm	TONS	458		
6	HMA Base, Type B, 25MM for Base Repair	TONS	46		
7	HMA Wedge & Level, Type B	TONS	80		
8	Maintenance of Traffic	LS	1		
9	Adjustment of Section Corner	EACH	1		
10	Line, Thermoplastic, Solid, Yellow, 4 in	LFT	3,980		
11	Line, Thermoplastic, Solid, White, 4 in	LFT	3,980		
12	Line, Thermoplastic, Broken, Yellow, 4 in	LFT	286		
13	Transverse Marking, Thermoplastic, White, 24 in Stop Bar	LFT	12		
Total Alternate Bid # Amount \$ _____					