

COMMON COUNCIL OF THE CITY OF HOBART, INDIANA

RESOLUTION NO. 2016-18

A Resolution to Adopt and Approve an Interlocal Agreement with the Towns of Merrillville, Schererville, Griffith, Dyer and St. John, Indiana, and the City of Crown Point, Indiana, and to approve an Agreement with the Indiana Department of Transportation, to Provide for the Installation of Emergency Vehicle Preemption (EVP) Equipment on Various Highways within the City of Hobart

WHEREAS, the Common Council (“Council”) of the City of Hobart, Indiana (“City”) has received a proposed Interlocal Agreement by and between the City and the Towns of Merrillville, Schererville, Griffith, Dyer, St. John, and the City of Crown Point, Indiana (“Local Public Agencies”) to participate in a program to install Emergency Vehicle Preemption Equipment (“EVP”) on traffic signals at 129 intersections in or on the borders of said Local Public Agencies, 29 of which are located in the City of Hobart; and

WHEREAS, EVP allows emergency vehicles to control, directly from the driver’s seat, the setting of approaching traffic signals to assure the vehicle’s passage safely through the intersection on a “green” signal; and

WHEREAS, the installation and use of said equipment will result in markedly reduced response times and greater safety for emergency vehicles responding to accidents, fires, police calls, and disasters; and

WHEREAS, the program is being funded by a Federal grant through the Northwestern Indiana Regional Planning Commission (“NIRPC”) with the Town of Merrillville acting as the lead agency. The cost of the project to install the system is estimated at \$3,114,500.00 of which \$2,803,050.00 will be covered by the grant. The balance of the cost, as well as the cost of maintenance, will be borne by the Local Public Agencies, including the City of Hobart. It is estimated that Hobart’s share of the project costs and the cost to install electronic emitters in its emergency vehicles will be \$56,325.00; and

WHEREAS, an Agreement with the Indiana Department of Transportation (“INDOT”) to provide for the Installation of Emergency Vehicle Preemption Equipment on Various Highways (the “INDOT Agreement”) is also required to implement the project, said agreement defining the duties and responsibilities of the Local Public Agencies; and

WHEREAS, said interlocal agreement is attached as Exhibit A, and the INDOT Agreement is attached as Exhibit B; and

WHEREAS, a power that may be exercised by an Indiana political subdivision and by one (1) or more other governmental entities may be exercised by one or more entities on behalf of others; or jointly by the entities pursuant to I.C. §36-1-7-2; and

WHEREAS, the Council, in order to make the proposed Interlocal Agreement effective under the law, desires to enact this Resolution approving and adopting said Agreements and spreading same upon the public record.

THEREFORE, BE IT RESOLVED by the Common Council of the City of Hobart, Indiana as follows:

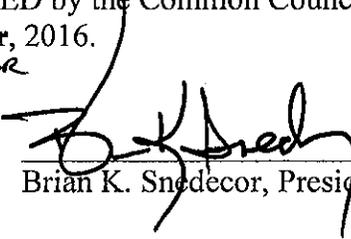
SECTION ONE: The Interlocal Agreement by and between the City and the Towns of Merrillville, Schererville, Griffith, Dyer, St. John, and the City of Crown Point, Indiana to participate in the installation of Emergency Vehicle Preemption Equipment on traffic signals at 129 intersections in or on the borders of said Local Public Agencies, 29 of which are located in the City of Hobart, and which is attached hereto and made a part hereof as Exhibit A is hereby approved and adopted in all respects, and the City Executive and Clerk-Treasurer are authorized to execute and attest to same, or one substantially in conformance with it, on behalf of the City; and

SECTION TWO: The Agreement with the Indiana Department of Transportation (“INDOT”) to provide for the Installation of Emergency Vehicle Preemption Equipment on Various Highways in the City which is attached hereto and made a part hereof as Exhibit B is hereby approved and adopted in all respects, and the City Executive and Clerk-Treasurer are authorized to execute and attest to same, or one substantially in conformance with it, on behalf of the City; and

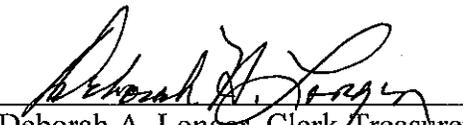
SECTION THREE: Upon such execution, the instruments attached hereto shall constitute the valid and subsisting agreements of the City for the uses and purposes stated therein.

SECTION FOUR: The provisions of said Agreements in their entirety, inclusive, are specifically incorporated herein by reference as if fully set out as an integral part of this Resolution.

ALL OF WHICH is PASSED and ADOPTED by the Common Council of the City of Hobart, Indiana on this ~~19th~~ ^{2nd} day of ~~October~~ ^{November}, 2016.


Brian K. Snedecor, Presiding Officer

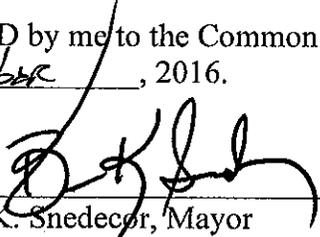
ATTEST:

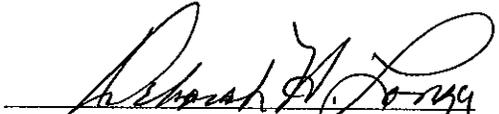

Deborah A. Longer, Clerk/Treasurer

PRESENTED by me to the Mayor of the City of Hobart on the 2nd day of ~~November~~ ^{October}, 2016 at the hour of 6:45 p.m.


Deborah A. Longer, Clerk-Treasurer

APPROVED, EXECUTED and RETURNED by me to the Common Council of the City of Hobart on this 2nd day of November, 2016.


Brian K. Snedecor, Mayor

ATTEST: 
Deborah A. Longer, Clerk-Treasurer

**INTERLOCAL COOPERATION AGREEMENT FOR DESIGN, INSTALLATION AND OPERATION OF AN
EMERGENCY VEHICLE PREEMPTION (EVP) SYSTEM**

This Agreement ("Agreement") is made as of this _____ day of _____, 2016 between Town of Merrillville, Town of Schererville, City of Hobart, City of Crown Point, Town of Dyer, Town of Griffith, and the Town of St. John Indiana ("Local Public Agency", or collectively the "Local Public Agencies" or the "parties").

WHEREAS, the Local Public Agencies are political subdivisions within the meaning of the Indiana Interlocal Cooperation Act (I.C. 36-1-7-1 et seq.) which are authorized by said state law to enter into intergovernmental agreements; and

WHEREAS, the area in northwest Indiana comprising the NORTHWESTERN INDIANA REGIONAL PLANNING COMMISSION ("NIRPC") area is served by several hospitals including the Methodist Hospitals, Franciscan St. Margaret Hospitals, St. Mary Medical Center, St. Anthony Medical Center and Community Hospital; and

WHEREAS, these hospitals are the recipients of patients transported by emergency vehicles from communities both within and without the NIRPC area; and

WHEREAS, NIRPC is desirous that emergency response times and emergency transport to these hospitals be carried out in the safest and most prompt manner possible; and

WHEREAS, an Emergency Vehicle Preemption System (an "EVP System" or "EVP Systems") allows police, fire, and emergency medical services vehicles to control the "green" (through) cycle at signalized traffic intersections; and

WHEREAS, the Local Public Agencies have studied the potential for reducing emergency medical service vehicle response time and have concluded that the installation of EVP Systems at 152 signalized intersections in the region (see Exhibit A the "REGIONAL PROJECT") would substantially improve emergency response times; and

WHEREAS, the REGIONAL PROJECT would also provide secondary benefits for other non-emergency medical services related emergency police and fire response times within the communities served by these 152 signalized intersections; and

WHEREAS, the Local Public Agencies desire to install the EVP Systems, as part of the REGIONAL PROJECT described herein, for use by emergency vehicles at the 152 signalized intersections under the jurisdictions of the respective Local Public Agencies and which intersections are identified in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, the NIRPC, through the authority delegated to its Transportation Committee, on February 16, 2016, approved HSIP funding for the REGIONAL PROJECT at an estimated total cost of \$1,725,140; and

WHEREAS, the HSIP program is a federally funded program administered by the Indiana Department of Transportation ("INDOT"); and

WHEREAS, INDOT requires that a single community serve as the Local Agent for the purpose of entering into an agreement for the completion of a HSIP project (the "HSIP Project Agreement"), which HSIP Project Agreement is incorporated herein by reference and made a part hereof; and

WHEREAS, Town of Merrillville, through NIRPC, has agreed to serve as the Lead Agent. All of the Local Public Agencies recognize and agree that the Town of Merrillville, by reason of serving as Lead Agent, assumes no additional liability or responsibility greater than that of any other Local Public Agency for (a) the actions or omissions of any kind of the other Local Public Agencies under this Agreement, regardless of whether such acts or omissions are by a single Local Public Agency or more than one, and (b) the installation, operation, use, maintenance or repair of the REGIONAL PROJECT or any EVP System located within the jurisdiction of any of the other Local Public Agencies; and

WHEREAS, Local Public Agencies enter into this intergovernmental agreement (the "Agreement") to assure their commitment to reimburse the Town of Merrillville for their share of the proportionate REGIONAL PROJECT costs incurred under the terms of this Agreement and under the HSIP Project Agreement, and to spread or share the risks that the Town of Merrillville is undertaking by acting as Lead Agent in contracting for the installation and testing of the REGIONAL PROJECT; and

WHEREAS, the Local Public Agencies desire to participate in the REGIONAL PROJECT and agree to enter into this Agreement to assure their commitment to reimburse the Town of Merrillville for their proportionate shares of the REGIONAL PROJECT design, construction and construction engineering costs incurred under the terms of the Agreement and under the HSIP Project Agreement, and to spread or share the risks that the Town of Merrillville is undertaking by acting as Lead Agent in contracting for the installation and testing of the REGIONAL PROJECT; and

WHEREAS, each Local Public Agency does hereby declare by its participation in this Agreement that it is in the best interests of each of the Local Public Agencies and the members of the public served by each agency to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Towns of Merrillville and Schererville and the Cities of Hobart and Crown Point agree as follows:

SECTION 1: The above recitals are incorporated into this Agreement as material provisions agreed to by the Local Public Agencies as though fully set forth herein.

SECTION 2: The Town of Merrillville shall enter into the HSIP Project Agreement with INDOT to be the recipient of an HSIP grant and to serve as Lead Agent for the coordination of design plans, installation and testing of the REGIONAL PROJECT for the signalized intersections listed in Exhibit A in the total estimated amount of \$3,114,500.00 of which 90% (approximately \$2,803,050.00) will be funded by the HSIP grant and 10% (approximately \$311,450.00) by the Local Public Agencies.

SECTION 3: In order to coordinate the REGIONAL PROJECT on behalf of the Local Public Agencies, each local agency agrees to authorize the Town of Merrillville to serve as Lead Agent for the purposes of executing the HSIP Agreement, the HSIP grant and any other documents needed to fulfill the requirements of the HSIP Project Agreement, this Agreement and the REGIONAL PROJECT, including retaining consulting services for the design, installation, testing and inspection of the REGIONAL PROJECT.

SECTION 4: Each of the Local Public Agencies agrees to pay its proportionate share of the total design, installation and testing costs, including but not limited to all Phase II coordination costs, design engineering costs, direct consultant costs including printing, Phase III installation, inspection and testing costs and any other costs associated with the completion of the REGIONAL PROJECT, relating to each intersection under its respective jurisdiction, or its prorata portion for shared intersections. The total estimated cost of the Phase II design engineering coordination for each Local Public Agency is listed in EXHIBIT B, which exhibit is attached hereto and made a part hereof. Responsibility for the 152 intersections is identified in EXHIBIT A which is attached hereto and made a part hereof. The total cost for Phase III construction, construction inspection and testing services will be estimated; however, the percentage contribution for each Local Public Agency will be recalculated following the actual receipt of bids, but prior to the award of the construction and construction inspection contracts. The recalculation will be based upon the actual unit share of the REGIONAL PROJECT to be installed in each Local Public Agency given the prices for the various unit costs, as bid. The recalculated prorata share of the Phase III REGIONAL PROJECT costs is attached to this Agreement as EXHIBIT C and made a part hereof (the "Addendum").

SECTION 5: INDOT shall award a contract to a licensed contractor(s) who shall install and test the EVP System (phase selector, field wiring, optical detectors, vehicle emitters, and any and all appurtenances) in accordance with the terms of this Agreement.

SECTION 6: In order to complete the REGIONAL PROJECT, the Local Public Agencies agree to permit the authorized contractor(s) and its subcontractor(s) and agents to install and test the EVP Systems at those signalized intersections identified in EXHIBIT A.

SECTION 7: The contractor(s) shall install and test the EVP Systems in accordance and with the recommendations of the manufacturer and as required by the contract documents. INDOT shall designate a licensed contractor to inspect and test the EVP Systems to ensure proper installation and operation. After the EVP Systems have been installed, tested and there is confirmation that the individual EVP System units function properly, each Local Public Agency shall be responsible for the future maintenance, operation and replacement costs of its EVP System within its jurisdiction. Each Local Public Agency shall own and maintain and shall have exclusive control to operate the EVP System

within its jurisdiction. The responsibility for the future operation, maintenance, repair and/or replacement costs of any EVP System located in a shared intersection shall be shared equally or on a pro rata percentage basis, as appropriate, by the adjacent Local Public Agencies who have joint jurisdiction over the intersection. In the event any Local Public Agency elects to abandon or remove all or any portion of its EVP System, it shall provide at least seventy-two (72) hours prior written notice to each of the other Local Public Agencies herein of the intersection location(s) at which the EVP System will be abandoned or removed. For shared intersections, each of the sharing Local Public Agencies must be in agreement to abandon or remove the EVP System (or portion thereof); or must reach an agreement in which one agency takes over future ownership, maintenance and responsibility for the EVP System (or portion thereof).

SECTION 8: Each Local Public Agency agrees to provide the contractor(s) with safe, protected access to the traffic signal cabinet which shall house the EVP System for purposes of installation and testing the EVP System. INDOT and the Lake County Highway Department ("LCHD") have maintenance and jurisdiction on many of these intersections and access will be obtained through INDOT or LCHD.

SECTION 9: Each Local Public Agency agrees to reimburse the Town of Merrillville within forty-five (45) days of receipt of an invoice for its estimated pro rata share of costs for Phase III (see Exhibit C) incurred by the Town of Merrillville in serving as Lead Agent on behalf of the Local Public Agency. Said reconciliation reimbursement will be calculated by subtracting the estimated prorated cost share from the actual cost share. In the event that the Town of Merrillville is required to bring any suit or other legal proceeding to recover the pro rata share of any Local Public Agency, the Town of Merrillville will be entitled to recover all reasonable attorneys' fees and court costs incurred in connection with such suit or other legal proceeding.

SECTION 10: On behalf of the Town of Merrillville, Robinson Engineering, Ltd. shall process, maintain book and records per Indiana requirements and provide copies of all REGIONAL PROJECT documentation, as requested, and perform all other reasonable duties in conjunction with the REGIONAL PROJECT.

SECTION 11: Each of the Local Public Agencies agrees to pledge sufficient funds to satisfy its proportionate share of the 10% share of the actual total REGIONAL PROJECT costs, including construction, construction engineering, inspection, and testing services. One-half, or 5% of said construction costs shall be secured and paid to the Town of Merrillville immediately upon demand after notice is given by the Town of Merrillville of INDOT's approval of the final Phase II engineering and cost estimates for the REGIONAL PROJECT. Failure to provide the Town of Merrillville with said funds within forty-five (45) days of its initial demand for payment shall result in the Local Public Agency and its respective signalized intersections being deleted from the REGIONAL PROJECT with the Local Public Agency remaining obligated to pay its prorata share of costs and out of pocket expenses incurred by the Town of Merrillville on its behalf through the deletion date and without a right to recover any money expended by it under this Agreement, if any.

The balance of the 10% share of the actual total REGIONAL PROJECT costs for Phase III, including construction, construction engineering, inspection, and testing services, shall be secured and paid to

the Town of Merrillville immediately upon demand after notice is given by the Town of Merrillville of INDOT's intent to award the construction contract. Failure to provide the Town of Merrillville with said funds within forty-five (45) days of its initial demand for payment shall result in the Local Public Agency and its respective signalized intersections being deleted from the REGIONAL PROJECT with the Local Public Agency remaining obligated to pay its prorated share of costs and out of pocket expenses incurred by the Town of Merrillville on its behalf through the deletion date and without a right to recover any money expended by it under this Agreement, if any.

SECTION 12: Prior to the award of a contract, the Indiana Department of Transportation shall require any contractor(s), subcontractor(s) or agent(s) contracted to install, alter, improve, remove and test the EVP Systems to show proof of insurance for the duration of the REGIONAL PROJECT, a policy or policies of insurance issued by a nationally recognized and responsible insurance company or companies licensed to do business in Indiana.

The named additional insureds for this project shall include each of the named Local Public Agencies and its respective officers, officials, employees, agents and Robinson Engineering, Ltd. The insurance shall include general and automobile liability coverage in the minimum amount required by the Indiana Department of Transportation as well as workers compensation insurance in amount required by the State of Indiana.

Prior to the commencement of any work on the EVP System, the contractor(s) or any subcontractor(s), shall furnish to the Indiana Department of Transportation a certificate(s) of insurance meeting all requirements of the Indiana Department of Transportation as required for federally funded HSIP Projects.

SECTION 13: Nothing in this Agreement shall be deemed or construed to render inapplicable any provisions of the Indiana Tort Claims Act (I.C. 34-13-3-1, et seq.) as amended or the Indiana Comparative Fault Act (I.C. 34-51-2-1, et seq.) as amended, or any other fault sharing or damage-distribution statute or recovery doctrine. Further, nothing in this Agreement shall prevent any Local Public Agency from filing third-party actions in regard to any lawsuit brought against any of the Local Public Agencies. For example, if the Town of Merrillville is named in a lawsuit by reason of its acting as Lead Agent, because it is a member of this Agreement, or for any other reason, the Town of Merrillville shall be entitled to file a third-party action(s) against those Local Public Agencies or other third parties who may be liable to the plaintiff as a consequence of their actions.

Under no circumstances shall the Town of Merrillville's agreement to serve as the Lead Agent herein serve to increase its exposure to liability to third parties. Further, the Town of Merrillville's agreement in that regard should not be deemed to be an act subjecting it to vicarious liability for any reason in that nothing herein is meant to place the Town of Merrillville in a position superior to the other parties for any reason relating to decision making, ultimate authority regarding group decisions or with respect to the acts or failures to act of the other Local Public Agencies.

SECTION 14: This Agreement shall remain in effect for as long as the REGIONAL PROJECT, or any portion thereof, continues to operate among the parties hereto, or among the group of Local Public Agencies who remain parties to this Agent.

SECTION 15: If any Local Public Agency determines that its EVP System, or any portion thereof, is operating in a manner that endangers the public, or if the EVP System is scheduled for maintenance or repair, the Local Public Agency shall on twenty-four (24) hours prior written notice (or at the earliest possible time after discovery of a problem), serve notice of the affected intersections to the other Local Public Agencies and confirm that its maintenance contractor has or will deactivate the EVP System, or any portion thereof. In the event a Local Public Agency discovers that its EVP System, or any portion thereof, is not operating, the Local Public Agency shall promptly notify, by any method of telecommunication (e.g., telephone call, email, facsimile, etc.) all of the other Local Public Agencies of the affected intersection(s). The Local Public Agency shall have the EVP System repaired and reactivated as soon as practical and shall provide written notice to all other named Local Public Agencies of said reactivation.

SECTION 16: Notwithstanding anything to the contrary that may be contained in this Agreement or any other agreement pertaining to the REGIONAL PROJECT, each Local Public Agency shall indemnify and hold the Town of Merrillville harmless from any and all liability of any nature whatsoever arising in connection with the installation, operation and/or malfunction of the EVP Systems.

SECTION 17: The parties agree to work in good faith to mutually resolve any problems occurring or arising out of the performance of this Agreement. The parties agree to do all things reasonably necessary or appropriate to carry out the terms and provisions of this Agreement and the intent of the parties as reflected by the terms of said Agreement including, without limitation, the enactment of such resolutions and ordinances, the execution of such permits, applications, documents and agreements, and the taking of such other actions as may be necessary to enable the parties' compliance with the terms and provisions of said Agreement and as may be necessary to give effect to the objectives of this Agreement and the intentions of the parties as reflected by the terms of this Agreement.

SECTION 18: The contractor(s) shall obtain all necessary permits, licenses, consents and other approvals for the performance of the REGIONAL PROJECT. All of the Local Public Agencies shall promptly issue the necessary permits, licenses and approvals to allow the contractors to install and test the EVP Systems.

SECTION 19: No party shall assign, sublet, transfer, or convey this Agreement to any person or entity without the prior written consent of the other parties.

SECTION 20: All notices, demands, elections, and or instruments required or permitted to be given or made by any party upon one or more of the others under the terms of this Agreement or any statute shall be in writing. Such communications shall be deemed to have been sufficiently served if sent by messenger delivery, overnight delivery courier, certified or registered mail with proper postage prepaid, or sent by facsimile transmission, with proof of successful transmission sent by regular mail by the sending party at the respective addresses shown below or to such other party or address as either party may from time to time furnish to the other in writing.

(a) Notice to the Town of Merrillville shall be sent to:

With a copy to:

Town of Merrillville
7820 Broadway
Merrillville, IN 46410
Attn: Bruce Spires, Town Manager

Burke Costanza & Carberry LLP
9191 Broadway
Merrillville, IN 46410
Attn: John P. Bushemi

SECTION 21: This Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.

SECTION 22: This Agreement, together with the exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire understanding between the parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Agreement. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. No oral modification, amendment, or change shall be allowed to this Agreement. Any modification, amendment, or change hereto shall be in writing and approved by the corporate authorities of all Local Public Agencies.

SECTION 23: This Agreement shall be in full force and effect, and legally binding, after it is approved and signed by the duly authorized officer of each Local Public Agency. This Agreement shall be binding upon and shall insure to the benefit of the Local Public Agencies agreeing hereto and to their successor corporations, officers, officials, successors in office, and assigns.

SECTION 24: No waiver of any obligation or default of any Local Public Agency shall be implied from any omission by the Town of Merrillville to take any action on account of such obligation or default and no express waiver shall affect any obligation or default other than the obligation or default specified in the express waiver and then only for the time and to the extent therein stated.

SECTION 25: This Agreement, and all questions of interpretation, construction, and enforcement hereof, and all controversies hereunder shall be governed by the applicable statutory and common law of the State of Indiana.

SECTION 26: If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law; provided that the Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of the parties. In the event of any conflict or inconsistency between the terms set forth in this Agreement and the terms set forth in any exhibit hereto, the terms set forth in such exhibit shall govern and control.

SECTION 27: the Town of Merrillville shall immediately notify the other Local Public Agencies of any change in conditions or change in federal, state or local law, or of any other event which the Town of Merrillville becomes aware of which, in the Town of Merrillville's opinion, may significantly affect its ability to perform the REGIONAL PROJECT in accordance with the provisions of this Agreement.

SECTION 28: In the performance of its obligations pursuant to this Agreement, the Town of Merrillville and the contractor(s) shall comply with all applicable provisions of federal, state and local law, including the applicable grant provisions of any HSIP Project Agreement signed between the Town of Merrillville and INDOT. The parties agree that the most recent of such state and federal requirements will govern the administration of this Agreement at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may be established after the date of the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing government requirements, the parties agree to include in all third party contracts financed with government assistance specific notice that government requirements may change and the changed requirements will apply to the REGIONAL PROJECT as required. Specifically, the Town of Merrillville agrees to administer the REGIONAL PROJECT in accordance with the most recent federal and state provisions and regulations. All contractor(s) shall comply with the provisions of the Civil Rights Act for public contractors (I.C. 22-9-1-10), the E-Verify Program (I.C. 22-5-1.7-3), the Drug Free Workplace Act (I.C. 22-9-5-24), the Civil Rights Act generally (I.C. 22-9-1-1, *et seq.*), and the Veterans Preference Act (I.C. 22-9-10-1, *et seq.*), but nothing herein shall require the application of those Acts unless required by law.

SECTION 29: In the performance of this Agreement, the parties shall comply with all applicable federal and state laws and regulations in regard to all applicable equal employment opportunity requirements, including without limitation, Chapter 2 of the Indiana Civil Rights Act (I.C. 22-9-2-1, *et seq.*) prohibiting age discrimination. In addition, the Town of Merrillville agrees to comply with all applicable federal laws, state laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum fair wage standards for minors, payment of wages due employees, and health and safety of employees. In coordination with the Indiana Department of Transportation, the Town of Merrillville also agrees to require any contractor doing construction work or performing professional or consulting services in connection with the REGIONAL PROJECT or this Agreement to agree to adhere to the requirements of this Section. Moreover, in coordination with the Indiana Department of Transportation, the Town of Merrillville agrees to require all contractors and subcontractors for this REGIONAL PROJECT to pay their employees all their rightful salaries, medical benefits, pensions and

social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. Such requirements shall be included by the Indiana Department of Transportation and the Town of Merrillville in all its contracts and agreements with contractors and subcontractors for this REGIONAL PROJECT.

SECTION 30: Each of the signatories to this Agreement represents that they are the duly authorized representatives of their respective Local Public Agency and each such person has signed this Agreement pursuant to the authority duly granted to him or her by the corporate authorities of said Local Public Agency, who have acted by motion or approved a resolution at an open public meeting that authorized and directed the representatives to sign this Agreement.

SECTION 31: True and correct copies of the attached Exhibits are incorporated herein and made a part of this Agreement and are identified as follows:

Exhibit A - List of Intersections

Exhibit B - Phase II Design Engineering Coordination costs

Exhibit C - Phase III REGIONAL PROJECT costs ("Addendum")(to be attached hereto in accordance with Section 4 of this Agreement.

SECTION 32: The effective date of this Agreement shall be the date on which the last party signs the Agreement.

IN WITNESS WHEREOF, the parties hereto affix their respective seals and cause this Agreement to be signed by their duly authorized representatives.

SIGNATURE PAGES TO FOLLOW

**Approved by the
Town of Merrillville Town Council**

PASSED AND ADOPTED by the Common Council of the Town of Merrillville, Lake County,
Indiana, on the ____ day of _____, 2016.

Richard Hardaway, President

ATTEST:

Eugene Guernsey
Clerk Treasurer

Presented by me to the President of the Town of Merrillville, Lake County, Indiana,
this ____ day of _____, 2016.

Eugene Guernsey
Clerk Treasurer

Approved by me, the President of the Town of Merrillville, Lake County, Indiana, this
____, day of _____, 2016.

Richard Hardaway, President

**Approved by the
Town of Schererville Town Council**

PASSED AND ADOPTED by the Common Council of the Town of Schererville, Lake County, Indiana, on the ____ day of _____, 2016.

Michael Troxell, President

ATTEST:

Janice Malinowski
Clerk Treasurer

Presented by me to the President of the Town of Schererville, Lake County, Indiana,
this ____ day of _____, 2016.

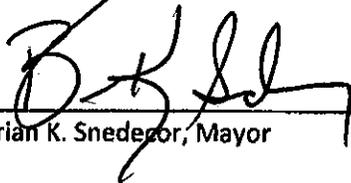
Janice Malinowski
Clerk Treasurer

Approved by me, the President of the Town of Schererville, Lake County, Indiana
this ____ day of _____, 2016.

Michael Troxell, President

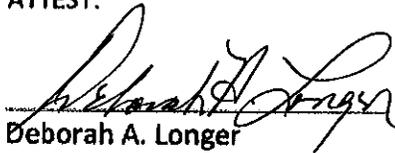
**Approved by the
City of Hobart**

PASSED AND ADOPTED by the Common Council of the City of Hobart, Lake County, Indiana, on
the 2nd day of November, 2016.



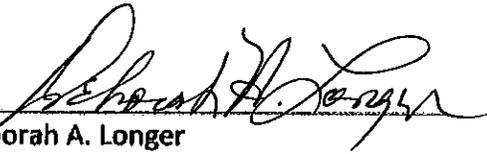
Brian K. Snedecor, Mayor

ATTEST:



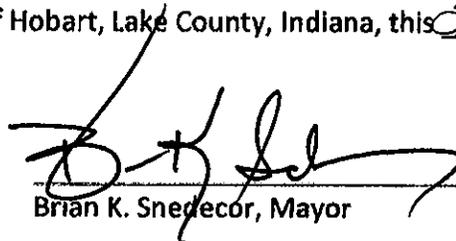
Deborah A. Longer
Clerk Treasurer

Presented by me to the Mayor of the City of Hobart, Lake County, Indiana, this 2nd day
of November, 2016.



Deborah A. Longer
Clerk Treasurer

Approved by me, the Mayor of the City of Hobart, Lake County, Indiana, this 2nd day of
November, 2016.



Brian K. Snedecor, Mayor

**Approved by the
City of Crown Point**

PASSED AND ADOPTED by the Common Council of the City of Crown Point, Lake County, Indiana, on the ____ day of _____, 2016.

David Uran, Mayor

ATTEST:

Kristie Dressel
Clerk Treasurer

Presented by me to the Mayor of the City of Crown Point, Lake County, Indiana, this ____ day of _____, 2016.

Kristie Dressel
Clerk Treasurer

Approved by me, the Mayor of the City of Crown Point, Lake County, Indiana, this ____ day of _____, 2016.

David Uran, Mayor

**Approved by the
Town of Dyer**

PASSED AND ADOPTED by the Common Council of the Town of Dyer, Lake County, Indiana, on
the ___ day of _____, 2016.

Mary Tanis, President

ATTEST:

Pat Hawrot
Clerk-Treasurer

Presented by me to the President of the Town of Dyer, Lake County, Indiana, this ___ day
of _____, 2016.

Pat Hawrot
Clerk-Treasurer

Approved by me, the President of the Town of Dyer, Lake County, Indiana, this ___ day of
_____, 2016.

Mary Tanis, President

**Approved by the
Town of Griffith**

PASSED AND ADOPTED by the Common Council of the Town of Griffith, Lake County, Indiana,
on the __ day of _____, 2016.

Rick Ryfa, President

ATTEST:

John Volkmann
Clerk-Treasurer

Presented by me to the President of the Town of Griffith, Lake County, Indiana, this __ day
of _____, 2016.

John Volkmann
Clerk-Treasurer

Approved by me, the President of the Town of Griffith, Lake County, Indiana, this __ day of

_____, 2016.

Rick Ryfa, President

**Approved by the
Town of St. John**

PASSED AND ADOPTED by the Common Council of the Town of St. John, Lake County, Indiana,
on the __day of _____, 2016.

Michael S. Forbes, President

ATTEST:

Beth Hernandez
Clerk-Treasurer

Presented by me to the President of the Town of St. John, Lake County, Indiana, this __
day of _____, 2016.

Beth Hernandez
Clerk-Treasurer

Approved by me, the President of the Town of St. John, Lake County, Indiana, this __day of
_____, 2016.

Michael S. Forbes, President

EXHIBIT A

No. of Locations	Municipality	Location
	Town of Merrillville	Broadway
1		53rd Ave
1		55th Ave
1		57th Ave
1		61st Ave
1		68th Pl
1		73rd Ave
1		78th Ave
1		80th Pl
1		Rte 30
1		at NTB
1		84th Ave
1		86th Ave
1		87th Ave
13	Subtotal Location	
		US 30
1		Taft St
1		Polo Club Dr
1		Grant St
1		at Meijer
1		Merrillville Rd
1		at Kmart
1		Rhode Island
1		west of I-65
1		east of I-65
1		Deep River Entrnce
1		Randolph
1		Taney Pl (Mc Donalds
1		Whitcomb (Speedway)
13	Subtotal Location	
		SR 55 (Cleveland) (Taft)
1		57 th Ave
1		61 st Ave
1		73 rd Ave
0.5		93 Rd Ave
3.5	Subtotal Location	
		73rd Avenue
1		Van Buren St

No. of Locations	Municipality	Location
1		Whitcomb St
1		Mississippi St
1		79 th Ave
4	Subtotal Location	
		Harrison Avenue
1		57 th Ave
1		61 st Ave
1		73 rd Ave
1		80th Pl
1		84th Dr
5	Subtotal Location	
		61st Avenue
1		Kentucky Pl
1		Connecticut St
1		Adams St
1		Merrillville Intermediate School Entrance
4	Subtotal Location	
		Mississippi Street
1		73rd Ave
1		79th Ave
1		Water Tower Drive
1		93rd Ave
5	Subtotal Location	
47.5	Total No. of Merrillville Intersections	

No. of Locations	Municipality	Location
------------------	--------------	----------

	City of Crown Point	Main Street
1		97th Place
1		Birch St
1		Summit St
1		Goldsborough St.
1		North St.
1		Clark St.
1		Joliet St.
7	Subtotal Location	
		SR 55 (Cleveland) (Taft)
0.5		93 Rd Ave
0.5	Subtotal Location	
		Court St.
1		Joliet St.
1		109th Ave
1		East St. / Joliet St.
3	Subtotal Location	
		Indiana Ave
1		Joliet St.
1		Greenwood Blvd.
1		Greenview Pl.
1		Burrell Dr. (125th)
4	Subtotal Location	
		US 231
1		Delaware St.
1		I65 (SB)
1		I65 (NB)
1		Lane St. (Lake County)?
4	Subtotal Location	
		I65
1		109 th Ave (SB)
1		109 th Ave (NB)
2	Subtotal Location	
20.5	Total No. of Crown Point Intersections	

No. of Locations	Municipality	Location
------------------	--------------	----------

Town of Schererville		US 30
1		Pine Island Dr
1		Robinhood Blvd
1		Burr Ave
1		Cline Ave
1		Austin Ave
1		St. John Rd
1		Harvest Drive
1		Fountain Park
1		Joliet Street
1		Walmart Entrance
1		Janice Dr
11	Subtotal Location	
		US 41 (Indianapolis Blvd)
1		US 30
1		Walmart (North of US 30)
1		Parker Pl (67th)
1		Deer Creek Dr (65th)
1		Willowbrook Rd
1		Cedar Parkway (Lowes Entrance)
1		Woodhollow Dr
1		Shoppes on Main Signal (Town Square Shp Cntr)
1		77th Avenue
1		Main St (53rd)
1		Sherwood Lake
11	Subtotal Location	
22	Total No. of Schererville Intersections	

No. of Locations	Municipality	Location
------------------	--------------	----------

	City of Hobart	US 30
1		At Hobart line
1		by Firestone
1		by Potbelly's
1		by Chili's
1		by Joe's Crab Shack
1		Colorado St
1		Clay Street
1		Grand Blvd
8	Subtotal Location	
		61st Avenue
1		Marcella Dr
1		Liverpool Rd
1		Colorado St
3	Subtotal Location	
		State Route 51
1		61st Avenue at South Lake Park
1		10th and Lincoln St
1		North Hobart Rd and Rand St
1		Cleveland Ave and N. Hobart Rd (Rt 51 and Rt130)
4	Subtotal Location	
		US 6
1		E 37th Ave and County Line Rd
1		E 37th Ave and Union St
1		E 37th Ave at 8500 E Ridge Rd
1		E 37th Ave and North Hobart Rd
1		E 37th Ave and North Ridge Dr
1		37th Ave and North Lake Park Ave
6	Subtotal Location	
		Colorado Street
1		Colorado St and Sam's Club Entrance
1	Subtotal Location	
1		Old Ridge Rd and Wisconson St
1		St Rt 130 and County Line Rd

*** currently under co

No. of Locations	Municipality	Location
1		Mississippi St and Silverstone Parkway
1		10th St and Union St
1		Old Ridge Rd and N. Lake Park Ave
1		Marcella Dr and 62nd Ave
1		73rd and Colorado
7	Subtotal Location	
29	Total No. of Hobart Intersections	

No. of Locations	Municipality	Location
------------------	--------------	----------

Lake Station (Funded by City of Hobart)		West 37th Avenue
1		W 37th Ave and Liverpool Rd
1		W 37th Ave and Montgomery St
1		W 37th Ave and Ramp at I-65
3	Subtotal Location	
3	Total No. of Lake Station Intersections	

No. of Locations	Municipality	Location
------------------	--------------	----------

1	New Chicago (Funded by the City of Hobart)	West 37th Avenue
1		W 37th Ave and Wisconsin St
1		W 37th Ave and Michigan St/N Colorado St
2	Subtotal Location	
2	Total No. of New Chicago Intersections	

No. of Locations	Municipality	Location
------------------	--------------	----------

	Town of Dyer	US 30
1		Hart St
1		McDonald's (Jewel Entrance)(Merideth)
1		Great Lakes Dr
1		St. John Rd - Schererville
1		213th/Calumet
1		213th/Sheffield
1		81 st /Sheffield
	7 Subtotal Location	
		7 Total No. of Dyer Intersections

No. of Locations	Municipality	Location
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	Town of Griffith	45th St (W. Glen Park)
1		Wiggs St
1		Cline Ave
1		Forrest Dr
1		Broad St
		Ridge Road
1		Broad St
1		Cline Ave (SR 912)
1		Arbogast St
1		Colfax Ave
		Broad Street
1		Pine St
1		Elm St
1		Elm St
1		Main St
1		Ave D
1		Minter Dr
1		Main St & Colfax Ave
1		Wirth Rd & Cline Ave
16	Subtotal Location	
16	Total No. of Griffith Intersections	

No. of Locations	Municipality	Location
	Town of St. John	W. 109th Avenue (US 231)
		Cline Ave
		Parrish Ave
1		Wicker US 41
		Olcott Ave
		Wicker Ave (US41)
1		97th Ave
1		93rd Ave
1		85th Ave
1		Lake Central Dr
		W. 93rd Ave & Civic Dr.
5	Subtotal Location	
5	Total No. of St. John Intersections	

152 Total Intersections

EXHIBIT B

Route: Various
 Local Agency: Town of Merrillville Lead Agency
 (Municipality/Township/County)
 Design No. 1592420
 Work Type Multi-agency Pre-Emption at 152 Intersections
 District LaPorte

Supplment No 1

Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Negotiated		Services by Others	Total
			Hourly Rates			
Route and Topographic Survey						
	Senior Project Manager 1	20	\$ 160.00			\$ 3,200
	Project Manager 2	78.0	\$ 125.00			\$ 9,750
	Chief Land Surveyor	166	\$ 145.00			\$ 24,070
	Field Crew Chief	435	\$ 103.00			\$ 44,805
	Field Crew Member 2	195	\$ 82.00			\$ 15,990
	Senior Engineer 2	18	\$ 155.00			\$ 2,790
	Cadd Manager	6	\$ 123.00			\$ 738
	Cadd Technologist 2	165	\$ 97.00			\$ 16,005
	Resident Engineering Rep 3	85	\$ 120.00			\$ 10,200
	MH Totals	1,168				
Environmental Preparation						
	Senior Project Manager 1	34	\$ 160.00			\$ 5,440
	Project Engineer 2	170	\$ 125.00			\$ 21,250
	Administrative 2	25	\$ 78.00			\$ 1,950
	MH Totals	229				
Contract Plan Preparation						
	Senior Project Manager 1	62.0	\$ 160.00			\$ 9,920
	Senior Engineer 2	185	\$ 155.00			\$ 28,675
	Project Manager 2	1,300.0	\$ 125.00			\$ 162,500
	Project Engineer 3	40	\$ 125.00			\$ 5,000
	Cadd Manager	29.0	\$ 123.00			\$ 3,567
	Cadd Technologist 2	665	\$ 97.00			\$ 64,505
	Administrative 2	10	\$ 78.00			\$ 768
	MH Totals	2,281				
Utility, Meeting and project Coordnaiton						
	Senior Project Manager 1	100	\$ 160.00			\$ 16,000
	Project Manager 2	60.0	\$ 125.00			\$ 7,500
	Senior Engineer 2	50	\$ 155.00			\$ 7,750
	Administrative 2	10	\$ 78.00			\$ 780
	MH Totals	220				
QC/QA Reviews						
	Senior Project Manager 1	8	\$ 160.00			\$ 1,280
	Senior Project Manager 1	28	\$ 160.00			\$ 4,480
	Senior Engineer 2	16	\$ 155.00			\$ 2,480
	Project Engineer 2	35	125.00			\$ 4,375
	MH Totals	87				
Totals		3,985	-			\$ 475,768

EXHIBIT C

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

REV: 8-2-16, 9-15-16, 9-27-16
Des No. 1592420

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
Town of Merrillville								
1		Broadway						
1		53rd Ave	01-045-200	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		55th Ave	01-045-248	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		57th Ave	01-045-254	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		61st Ave	01-045-136	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		68th Pl	01-045-199	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		73rd Ave	01-045-126	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		78th Ave	01-045-282	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		80th Pl	01-045-309	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Rte 30	01-045-098	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		at NTB	01-045-304	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		84th Ave	01-045-328	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		86th Ave	01-045-278	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		87th Ave	01-045-343	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
13		Subtotal Location						
US 30								
1		Taft St	01-045-097	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Polo Club Dr	01-045-383	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Grant St	01-045-329	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		at Meijer	01-045-346	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Merrillville Rd	01-045-267	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		at Knart	01-045-382	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Rhode Island	01-045-257	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		west of I-65	01-045-364	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		east of I-65	01-045-365	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Deep River Entrance	01-045-338	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Randolph	01-045-301	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Taney Pl (Mc Donalds)	01-045-353	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Whitcomb (Speedway)	01-045-274	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
13		Subtotal Location						

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592420

REV: 8-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
1		SR 55 (Cleveland) (Traff)						
1		57 th Ave	01-045-243	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		61 st Ave	01-045-272	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		73 rd Ave	01-045-226	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
0.5		93 Rd Ave	01-045-256	50	\$6,000.00	\$1,599.04	\$1,520.05	YES
3.5	Subtotal Location							
1		73rd Avenue						
1		Van Buren St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Whitcomb St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Mississippi St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		79 th Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
4	Subtotal Location							
1		Harrison Avenue						
1		57 th Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		61 st Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		73 rd Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		80th Pl	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		84th Dr	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
5	Subtotal Location							
1		61st Avenue						
1		Kentucky Pl	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Connecticut St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Adams St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Merrillville Intermediate School Entrance	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
4	Subtotal Location							
1		Mississippi Street						
1		73rd Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		79th Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Water Tower Drive	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		93rd Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
5	Subtotal Location							
47.5	Total No. of Merrillville Intersections							
					\$558,000.00	\$143,678.78	\$141,360.05	

MERRILLVILLE COSTS INTERSECTION EQUIPMENT & INSTALLATION
 ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$249,000.00
 TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$807,000.00
 FEDERAL FUNDS @ 90% \$726,300.00
 SUB-TOTAL LOCAL FUNDS @ 10% \$80,700.00
 INSTALLATION COST OF EMITTERS FOR (23) FIRE VEHICLES \$5,750.00
 INSTALLATION COST OF EMITTERS FOR (60) POLICE VEHICLES \$12,300.00
 MERRILLVILLE LOCAL FUNDS @ 10% \$8,070.00
 TOTAL \$814,350.00

Est. 83 Vehicles @ ~\$3000/ea
 Vehicle installation not Federally Funded
 23 Fire Vehicles @ \$250/ea
 60 Police Vehicles @ \$205/ea

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592420

REV. 8-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
Town of Schererville								
US 30								
1		Pine Island Dr	01-045-283	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Robinhood Blvd	01-045-317	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Burr Ave	01-045-264	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Cline Ave	01-045-245	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Austin Ave	01-045-225	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		St. John Rd	01-045-320	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Harvest Drive	01-045-355	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Fountain Park	01-045-368	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Joliet Street	01-045-342	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Walmart Entrance	01-045-323	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Janice Dr	01-045-371	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
11	Subtotal Location							
US 41 (Indianapolis Blvd)								
1		US 30	01-045-096	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Walmart (North of US 30)	01-045-314	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Parker Pl (67th)	01-045-367	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Deer Creek Dr (65th)	01-045-312	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Willowbrook Rd	01-045-341	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Cedar Parkway (Lowes Entrance)	01-045-366	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Woodhollow Dr	01-045-313	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Shoppes on Main Signal (Town Square)	01-045-359	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		77th Avenue	01-045-285	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Main St. (S3rd)	01-045-250	100	\$9,500.00	\$3,088.69	\$3,040.00	YES
1		Sherwood Lake	01-045-345	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
11	Subtotal Location							
22	Total No. of Schererville Intersections				\$229,000.00	\$67,951.18	\$66,880.00	

Est. 51 Vehicles @ ~\$3000/ea
Vehicle Installation not Federally Fund

SCHERERVILLE COSTS INTERSECTION EQUIPMENT & INSTALLATION
ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$229,000.00
TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$287,500.00
FEDERAL FUNDS REQUESTED \$58,500.00

INSTALLATION COST OF EMITTERS FOR (7) FIRE VEHICLES \$1,750.00
INSTALLATION COST OF EMITTERS FOR (44) POLICE VEHICLES \$9,020.00
SCHERERVILLE TOTAL LOCAL FUNDS @ 10% VEHICLE EQUIPMENT INSTALLATION \$105,270.00

7 Fire Vehicles
44 Police Vehicles

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

REV: 8-2-16, 9-15-16, 9-27-16

Des No. 1592420

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
City of Hobart								
US 30								
1		At Hobart line	01-045-252	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		by Firestone	01-045-259	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		by Pottbelly's	01-045-260	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		by Chiff's	01-045-261	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		by Joe's Crab Shack	01-045-322	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Colorado St	01-045-269	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Clay Street	01-045-391	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Grand Blvd	01-045-265	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
8		Subtotal Location						
61st Avenue								
1		Marcella Dr	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NC
1		Liverpool Rd	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NC
1		Colorado St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NC
3		Subtotal Location						
State Route 51								
1		61st Avenue at South Lake Park	01-045-339	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		10th and Lincoln St	01-045-392	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		North Hobart Rd and Rand St	01-045-378	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Cleveland Ave and N. Hobart Rd (Rt 51 and Rt130)	01-045-496	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
4		Subtotal Location						
US 6								
1		E 37th Ave and County Line Rd	01-064-023	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		E 37th Ave and Union St	01-045-354	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		E 37th Ave at 8500 E Ridge Rd	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		E 37th Ave and North Hobart Rd	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		E 37th Ave and North Ridge Dr	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		37th Ave and North Lake Park Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
6		Subtotal Location						

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592430

REV: 8-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
1		Colorado Street	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Colorado St and Sam's Club Entrance						
1		Old Ridge Rd and Wisconsin St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		St Rt 130 and County Line Rd	01-043-370	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Mississippi St and Silverstone Parkway	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		10th St and Union St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Old Ridge Rd and N. Lake Park Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Marcella Dr and 62nd Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		73rd and Colorado	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
7		Subtotal Location						
29		Total No. of Hobart Intersections			\$348,000.00	\$89,572.01	\$88,160.00	

HOBART COSTS INTERSECTION EQUIPMENT & INSTALLATION
 ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$348,000.00
 TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$474,000.00
 FEDERAL FUNDS REQUESTED \$426,500.00

Est. 42 Vehicles @ ~\$3000/ea
 Vehicle Installation not Federally F. Jnt

INSTALLATION COST OF EMITTERS FOR (7) FIRE VEHICLES \$1,750.00
 INSTALLATION COST OF EMITTERS FOR (35) POLICE VEHICLES \$7,175.00
HOBART TOTAL LOCAL FUNDS @ 10% VEHICLE NUMBER INSTALLATION \$56,925.00

7 Fire Vehicles
 35 Police Vehicles

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

REV: 8-2-16, 9-15-16, 9-27-16
Des No. 1592420

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
1	City of Robart	West 37th Avenue	West 37th Avenue					
1		W 37th Ave and Liverpool Rd	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		W 37th Ave and Montgomery St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NC
3		W 37th Ave and Ramp at I-65	01-045-351	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
		Subtotal Location						
3		Total No. of Lake Station Intersections			\$36,000.00	\$9,266.07	\$9,120.00	

Est. 14 Vehicles @ ~\$3000/ea
Vehicle installation not Federally Fund

LAKE STATION COSTS INTERSECTION EQUIPMENT & INSTALLATION
 ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$36,000.00
 TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$81,000.00
 FEDERAL FUNDS REQUESTED \$72,900.00

INSTALLATION COST OF EMITTERS FOR (6) FIRE VEHICLES \$1,500.00
 INSTALLATION COST OF EMITTERS FOR (8) POLICE VEHICLES \$1,640.00
 TOTAL \$3,140.00

LAKE STATION - POLICE VEHICLES
 LAKE STATION - FIRE VEHICLES

6 Fire Vehicles
 3 Police Vehicles

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592420

REV: 8-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost Per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
New Chicago (Funded by the City of Hobart)								
1		West 37th Avenue W 37th Ave and Wisconsin St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		W 37th Ave and Michigan St/N Colora	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
2	Subtotal Location							
2	Total No. of New Chicago Intersections				\$24,000.00	\$6,177.38	\$6,080.00	
NEW CHICAGO COSTS INTERSECTION EQUIPMENT & INSTALLATION								
ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$45,000.00								
TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$69,000.00								
FEDERAL FUNDS REQUESTED \$67,100.00								
INSTALLATION COST OF EMITTERS FOR (6) FIRE VEHICLES \$1,500.00								
INSTALLATION COST OF EMITTERS FOR (8) POLICE VEHICLES \$1,640.00								
NEW CHICAGO TOTAL COSTS @ 20% VEHICLE PREEMPTION \$10,840.00								

Est. 14 Vehicles @ ~\$3000/ea
Vehicle Installation not Federally Fund

6 Fire Vehicles
8 Police Vehicles

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592420

REV: 8-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
Town of Dyer								
IUS 30								
1		Hart St	01-045-095	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		McDonald's (Jewel Entrance) (Meridian)	01-045-377	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Great Lakes Dr	01-045-321	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		St. John Rd - Schererville	01-045-320	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		213th/Calumet	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		213th/Sheffield	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		81 st /Sheffield	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
7	Subtotal Location							
7	Total No. of Dyer Intersections							
					\$84,000.00	\$21,620.83	\$21,280.00	

Est. 55 Vehicles @ ~\$3000/ea
Vehicle Installation not Federally Fund

DYER COSTS INTERSECTION EQUIPMENT & INSTALLATION

ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$84,000.00

TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$236,600.00

FEDERAL FUNDS REQUESTED \$222,940.00

INSTALLATION COST OF EMITTERS FOR (14) FIRE VEHICLES \$3,500.00

INSTALLATION COST OF EMITTERS FOR (30) POLICE VEHICLES \$6,150.00

INSTALLATION COST OF EMITTERS FOR (11) PW VEHICLES \$2,750.00

DYER TOTAL LOCAL FUNDS @ 10% VEHICLE EQUIPMENT \$26,150.00

14 Fire Vehicles
30 Police Vehicles
11 Pw Vehicles

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

REV. 8-2-16, 9-15-16, 9-27-16 Des No. 1592420

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
Town of Griffith								
1		45th St (W. Glen Park)						
1		Wiggs St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Cline Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Forrest Dr	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Broad St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
Ridge Road								
1		Broad St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Cline Ave (SR 912)	01-045-005	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Arbogast St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Colfax Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
Broad Street								
1		Pine St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Elm St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Elm St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Main St	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Ave D	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Minter Dr	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Main St & Colfax Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
1		Wirth Rd & Cline Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
16	Subtotal Location							
16	Total No. of Griffith Intersections				\$180,000.00	\$46,330.35	\$45,600.00	

GRIFFITH COSTS INTERSECTION EQUIPMENT & INSTALLATION
 ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$180,000.00
 TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$342,000.00
 FEDERAL FUNDS REQUESTED \$307,600.00

Est. 54 Vehicles @ \$3000/Ea
 Vehicle Installation not Federally Fund

INSTALLATION COST OF EMITTERS FOR (12) FIRE VEHICLES \$3,000.00
 INSTALLATION COST OF EMITTERS FOR (42) POLICE VEHICLES \$8,610.00
 TOTAL FEDERAL FUNDS REQUESTED \$11,610.00

12 Fire Vehicles
 42 Police Vehicles

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592420

REV. 8-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
	Town of St. John	W. 109th Avenue (US 231)						
		Cline Ave	01-045-350	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
		Parrish Ave	01-045-388	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Wicker US 41	01-045-228	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
		Olcott Ave	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
		Wicker Ave (US41)						
1		97th Ave	01-045-327	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		93rd Ave	01-045-100	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		85th Ave	01-045-337	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
1		Lake Central Dr	01-045-227	100	\$12,000.00	\$3,088.69	\$3,040.00	YES
		W. 93rd Ave & Civic Dr.	Not State Signals	100	\$12,000.00	\$3,088.69	\$3,040.00	NO
5	Subtotal Location							
5	Total No. of St. John Intersections				\$108,000.00	\$27,798.21	\$27,360.00	

Est. 43 Vehicles @ ~\$3,000/Each
Vehicle Installation not Federality Fund

18 (15) Fire & (3) Ambulance Vehicles
25 Police Vehicles

ST. JOHN COSTS INTERSECTION EQUIPMENT & INSTALLATION
ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) \$108,000.00
TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT \$27,000.00
FEDERAL FUNDS REQUESTED \$713,300.00

INSTALLATION COST OF EMITTERS FOR (18) FIRE VEHICLES \$4,500.00
INSTALLATION COST OF EMITTERS FOR (25) POLICE VEHICLES \$5,125.00
ST. JOHN TOTAL POLICE FUNDS @ 10% VEHICLE EQUIPMENT INSTALLATION \$33,325.00

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592420

REV: 8-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans
Lake Hills Fire Department (Funded by the Town of Schererville)								
NO SIGNAL SWITHIN LAKE HILLS								
0	Total No. of Lake Hills F.D. Intersections				\$0.00	\$0.00	\$0.00	
LAKE HILLS COSTS INTERSECTION EQUIPMENT & INSTALLATION ESTIMATED VEHICLE EQUIPMENT COSTS (NO INSTALLATION) TOTAL PROJECT COSTS INTERSECTION & VEHICLE EQUIPMENT FEDERAL FUNDS REQUESTED								
					\$0.00			
					\$27,000.00			
					\$27,000.00			
					\$24,300.00			
EST. 9 Vehicles @ ~\$3000/Ea Vehicle Installation not Federally Fund								
INSTALLATION COST OF EMITTERS FOR (18) FIRE VEHICLES INSTALLATION COST OF EMITTERS FOR (9) POLICE VEHICLES LAKE HILLS TOTAL LOCAL FUNDS @ 10% VEHICLE EQUIPMENT INSTALLATION								
					\$2,250.00			
					\$0.00			
					\$4,950.00			
9 (9) EMS Vehicles 0 Police Vehicles								

SUMMARY OF REGIONAL EMERGENCY VEHICLE PREEMPTION

Des No. 1592420

REV: 9-2-16, 9-15-16, 9-27-16

No. of Locations	Municipality	Location	INDOT Intersection	% Jurisdiction	Cost per Intersection	Total Design Fee	Estimated Construction Engineering	Existing Plans	
152									
TOTAL EVP INTERSECTIONS									
			Total Percent:	100.00%	\$1,813,000.00	\$475,767.65	\$468,160.10		
			COSTS: INTERSECTION EQUIPMENT & INSTALLATION						
			COSTS: VEHICLE EQUIPMENT (NO INSTALLATION)						
			TOTAL PROJECT COSTS: INTERSECTION & VEHICLE EQUIPMENT						
			TOTAL PROJECT FEDERAL FUNDS REQUESTED						
			TOTAL PROJECT LOCAL FUNDS						
			TOTAL ENGINEERING DESIGN						
			TOTAL CONSTRUCTION ENGINEERING						

C O N T R A C T
INSTALLATION OF EMERGENCY VEHICLE PREEMPTION EQUIPMENT
AT TRAFFIC SIGNALS ON VARIOUS STATE HIGHWAYS
IN AND NEAR FILL IN CITY/TOWN IF APPLICABLE,
FILL IN COUNTY NAME COUNTY, INDIANA
EDS No. A249-??-??????

THIS CONTRACT by and between the STATE OF INDIANA through the INDIANA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as "INDOT" and LEGAL NAME OF OTHER PARTY, hereinafter referred to as the SECOND PARTY, through their duly authorized and undersigned officials,

W I T N E S S E T H:

WHEREAS, in the interest of public safety and convenience, the SECOND PARTY has requested the installation of special emergency vehicle preemption equipment (preemption system) to various traffic signals in and near the FILL IN CITY/TOWN IF APPLICABLE, FILL IN COUNTY NAME County, Indiana; and,

WHEREAS, INDOT and the SECOND PARTY deem the regulation of traffic, by the use of a preemption system connected to the traffic signals, to be beneficial to traffic at said locations to the extent of permitting such improvements to be made on the State Highway and participating in the same under conditions as specified within this Contract

IT IS THEREFORE AGREED BY AND BETWEEN INDOT and the SECOND PARTY that such preemption system shall be installed and maintained at locations listed in **Exhibit "A"**, attached and made a part of this Contract, under terms and conditions as follows:

In this CONTRACT, the term "emergency vehicle" means police vehicles, fire apparatus, certified ambulances, or other vehicles designated as emergency vehicles in accordance with State Law.

1. **TERM OF CONTRACT**

- a. Effective date: This Contract shall become effective on the date it is approved by the Attorney General of Indiana or an authorized representative.
- b. Termination date is the earliest of:
 1. If construction activities related to installation of the preemption system permitted by this Contract have not begun at the intersection within one year of the date of the approval required in 1.a., this Contract shall terminate.

2. If the preemption system equipment installed by terms of this Contract is removed from the highway system, this Contract shall terminate on the date the traffic signal equipment is removed.
3. This Contract shall terminate on the date a lack of funding determination is made by the State Budget Director as provided in section 10 of this Contract.
4. If the State determines there has been an ethics violation, this contract shall terminate on the date notice is given to the SECOND PARTY as provided in Section 7 of this CONTRACT.

2. DESIGN

- a. The SECOND PARTY shall be responsible for the preparation of the design of the preemption system in accordance with the fill in current year of spec Standard Specifications and any subsequent revisions. Specifications information is available from the INDOT website at: <http://www.in.gov/indot/> . If the SECOND PARTY retains a Consulting Engineer to prepare the design, the consulting engineer shall be an INDOT approved Consulting Engineer.
- b. If available, INDOT will provide a copy of existing traffic signal plans for the locations, listed in **Exhibit "A"**, to the SECOND PARTY for reference.
- c. The design plans and specifications shall include, but not be limited to:
 - 1) The proposed method of accomplishing the installation.
 - 2) Details of all physical installations to be made.
 - 3) Devices mounted at each intersection to indicate to an approaching emergency vehicle operator that the green signal displayed to the approach is in response to the signal emitted by the approaching emergency vehicle (activation). Also, devices mounted at each intersection to indicate to emergency vehicle operators on other approaches that a green signal will not be displayed in response to a signal from the vehicle they are operating.
 - 4) Automatic logging of time, date, and direction of approach for each activation including identification of the specific emergency vehicle activating the preemption system.
 - 5) Where needed, advance receivers shall be provided for signals emitted by emergency vehicles to provide appropriate time for the traffic signals to enter preemption mode before the emergency vehicle reaches points where traffic conflicts will occur.
 - 6) Emergency vehicle mounted emitters shall be equipped with an automatic control that will stop the emitter from emitting a signal when the emergency vehicle is parked. The automatic stop shall require no action by the vehicle operator.

- 7) The preemption call detection equipment mounted at the intersection(s) shall provide recognition of and responses to high priority and low priority calls.
 - 8) The preemption call detection equipment shall be capable of restricting access to preemption to authorized emitters and rejecting unauthorized emitters.
- d. The SECOND PARTY shall provide recommended preemption phase and timing sequences for the individual intersection preemption. Upon activation, the preemption system shall, using appropriate clearance intervals, sequence the traffic signal to display to the approaching emergency vehicle a green signal. The SECOND PARTY accepts the associated operational risks of preempting a traffic signal and understands that preemption will immediately terminate both the active green indication and the pedestrian clearance interval (if present) and may violate the drivers' expectations and reduce the pedestrians' ability to clear the intersection.
 - e. All preemption system equipment specified shall be fully compatible with operation of the traffic signal control equipment installed at the specific intersection.
 - f. No changes to the normal operation signal sequence or timings will be permitted without the written consent of the CHOOSE DISTRICT NAME District Traffic Engineer (DTE)
 - g. The SECOND PARTY, or its representative, shall deliver three copies of the proposed plans, specifications, timings and sequences for the preemption system and associated work to the DTE for concurrence and approval as the final plan. One copy will be returned to the SECOND PARTY indicating the concurrence and two copies will be retained in INDOT files.
 - h. No changes to the final plan shall be made without written consent from INDOT. Approval for changes to the final plan shall be obtained from the DTE. When approved, a change to the final plan shall be considered as if it was a part of the original final plan.
 - i. Prior to final acceptance of the preemption system installation at any intersection, the SECOND PARTY shall deliver to the DTE two copies of an "AS BUILT" plan for that intersection.

3. CONSTRUCTION

No construction work of the preemption system installation permitted by this Contract may begin on the highway right-of way until this Contract is fully executed by the Attorney General of Indiana or an authorized representative. No construction activity may begin on the right-of-way until approval of the final plan required in section 2 is given by INDOT.

- a. The SECOND PARTY shall provide project supervision or shall employ a Project Engineer, independent from the contractor, to provide competent and

- adequate engineering, testing, and inspection services to monitor the contractor's work for compliance with the final plan.
- b. The SECOND PARTY, at its own expense, shall have a signal contractor, pre-qualified with INDOT, perform the installation according to the final plan and any subsequent approved revisions. The performance of the installation shall be according to all rules and regulations of INDOT and all State and Federal Laws pertaining to the use of labor. A qualified IMSA Certified Traffic Signal Electrician Level II shall be in responsible charge for any wiring installation and shall make all wiring connections.
 - c. At least one week prior to beginning construction activities, the SECOND PARTY shall schedule a preconstruction meeting at a time and place convenient to the DTE. Representatives of the SECOND PARTY shall attend the meeting. In addition, representatives of all agencies which will utilize the preemption system (police, fire, ambulance, etc.), the design consultant, the Project Supervisor/Engineer, the contractor, any subcontractors, and any affected utilities shall attend. Topics for discussion shall include but are not limited to:
 - i) the work plan;
 - ii) the traffic control plan;
 - iii) the inspection plan;
 - iv) a list of contact names with mailing addresses, telephone/fax numbers, and email addresses;
 - v) the criteria for using the preemption systems
 - d. The SECOND PARTY shall notify the DTE at least five (5) working days prior to commencing work on the installation of the preemption equipment.
 - e. The SECOND PARTY shall notify the DTE at least three (3) working days prior to the intended date to have the signal preemption connected to INDOT's controllers.
 - f. All work and materials shall be in accordance with the fill in current year of spec INDOT Standard Specifications and subsequent revisions. When a category of materials or equipment specified for this installation is listed on the INDOT list of approved materials, any such materials or equipment specified for this installation shall be selected from the INDOT list of approved materials.
 - g. The installation work shall be performed in a manner and quality meeting the satisfaction and approval of INDOT with regard to proper highway engineering and planning.
 - h. During construction, INDOT may inspect the installation. INDOT will promptly notify the SECOND PARTY or the Project Supervisor/Engineer, verbally or in writing, of any deficiencies. The SECOND PARTY will have the contractor correct such deficiencies. The inspection by INDOT does not

relieve the SECOND PARTY or the Project Supervisor/Engineer of the responsibility to inspect and construct the preemption system and appurtenances in accordance with the final plan and specifications as required herein.

- i. Prior to activation of each individual preemption system, a final inspection will be required. Representatives of the DTE will witness the inspection. The SECOND PARTY may attend the inspection. The final inspection will include the actuation of the preemption system for each phase, on each approach, at each intersection to verify proper operation to the satisfaction of the SECOND PARTY and INDOT.

4. ACCEPTANCE OF PREEMPTION SYSTEM INSTALLATION

- a. After satisfactory completion of the work as determined by a final inspection and receipt of two (2) copies of the "AS BUILT" plans as required in section 2 of this Contract, INDOT will accept the installation of the preemption system as being complete and acceptable for use.
- b. Upon acceptance of the preemption system by INDOT, the preemption system equipment remains the property of the SECOND PARTY.

5. RIGHTS OF ENTRY

INDOT grants the SECOND PARTY, its contractor and subcontractors permission to enter upon the State right-of-way for the sole purpose of installing, maintaining, and removing preemption systems and related construction as described in the final plan.

6. MAINTENANCE AND OPERATIONS

- a. Preemption system's high priority shall be used only by emergency vehicles. Preemption system's low priority may be used by INDOT vehicles to facilitate maintenance operations such as snow removal.
- b. Emergency vehicles may only use the preemption system when responding to emergency situations. The preemption system shall not be used when returning from emergency responses nor for non-dispatched routine daily activities such as traffic enforcement. The preemption system will not be operated without the logging capabilities enabled and the emitters used in the system shall have unique identity codes.
- c. INDOT and the SECOND PARTY will develop compatible timings for the initial programming of the preemption system. The recommended phase and timing sequences, submitted as required in section 2, will be a discussion point in the development of such parameters. In the event that INDOT or the SECOND PARTY decides, at a future date, these timings or sequences require changes, both parties agree to notify the other and to supply a copy of the new timings and sequences. INDOT has final approval and full responsibility for timings and sequencing that are installed in an INDOT controller.

Emergency Vehicle Preemption Contract Template 7-1-15

- d. The SECOND PARTY shall maintain the preemption system equipment, including emitters used by the emergency vehicles, and the confirming devices at each intersection. The SECOND PARTY and INDOT agree that should a change of controllers or preemption equipment, which would affect system compatibility, be desired by either party, then both parties must agree to the change. If both parties do not mutually accept such change, then the preemption may be disconnected by INDOT within its controller.
- e. The SECOND PARTY, or its representative, shall contact, by any means, the DTE, a minimum of two (2) hours, before performing emergency maintenance on preemption equipment located in, or on, the INDOT traffic signal system equipment. An INDOT signal technician may be present during this maintenance activity.
- f. The SECOND PARTY, or its representative, shall contact, by any means, the DTE, a minimum of one (1) work day, before performing routine maintenance on preemption equipment located in, or on, the INDOT traffic signal system equipment. Routine maintenance shall not be performed on a weekend, holiday, or after normal working hours. An INDOT signal technician may be present during this maintenance activity.
- g. INDOT, through its normal procedures, will make the initial response to a reported traffic signal malfunction. If it is determined that preemption equipment is in need of maintenance, the preemption will be disconnected within the traffic controller cabinet. INDOT will notify the SECOND PARTY of the preemption disconnect on the day of preemption disconnect if such notification can be made during normal working hours, otherwise INDOT will notify the SECOND PARTY on the next workday.
- h. INDOT reserves the right to disconnect the preemption system, in INDOT's controller cabinet, should malfunction or operational problems be discovered which may be detrimental to the operation of the traffic signal at INDOT's intersection. INDOT will notify the SECOND PARTY of the preemption disconnect on the day of preemption disconnect, if such notification can be made during normal working hours, otherwise, INDOT will notify the SECOND PARTY on the next workday.
- i. In the course of Emergency Maintenance due to equipment knock down caused by vehicular accident or acts of nature, INDOT, or its representative, will attempt, using normal diligence, to salvage for re-use any preemption system equipment that has been knocked down. INDOT will not reinstall preemption system equipment. INDOT, or its representative, does not insure that any preemption system equipment removed for salvage is functional. The SECOND PARTY, or its representative, shall assure themselves that the equipment is functional before attempting to reinstall the equipment.

- j. The SECOND PARTY may request in writing that locations upon INDOT's highway system be added to or removed from **Exhibit "A"**. The form attached to this Contract as "**Exhibit B**" will be used to document any change. Written approval from the CHOOSE DISTRICT NAME District Deputy Commissioner is required before a change to **Exhibit "A"** is effective. Terms of this Contract shall apply to locations added to **Exhibit "A"** as if the added location had been an original part of this Contract.
- k. If after appropriate review, INDOT determines that any preemption equipment or appurtenances installed on the highway right-of-way by terms of this Contract has become substandard, conflicts with future improvements or other necessary installations, is not being maintained, is being misused or this Contract is terminated, INDOT may order modification, relocation or removal of the preemption system. The local agency will provide evidence of valid emergency runs when requested. A pre-qualified contractor employed by the SECOND PARTY shall perform the removal or modification within two (2) months of notice to the SECOND PARTY from INDOT.
- l. If after installation a preemption system is to be removed, the SECOND PARTY, at their own expense, shall have a signal contractor, pre-qualified with INDOT, perform the removal. A qualified IMSA Certified Traffic Signal Electrician Level II shall be in responsible charge for the removal work and shall make any wiring modifications. The SECOND PARTY shall notify the DTE at least five (5) working days prior to commencing work on the removal of the preemption equipment.
- m. Upon termination of this Contract or during maintenance or modernization activities on the preemption system, preemption system equipment removed by the SECOND PARTY will remain the property of the SECOND PARTY.

7. SECOND PARTY RESPONSIBILITIES

The SECOND PARTY responsibilities shall include but are not limited to:

- a. Wherever in this contract any obligation or responsibility is assumed by the SECOND PARTY, same shall be deemed an obligation of said SECOND PARTY.
- b. The SECOND PARTY shall perform all work permitted under this Contract to INDOT's reasonable satisfaction, as determined at the discretion of INDOT and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations.
- c. **Compliance With Laws**
 1. The SECOND PARTY shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this

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- Contract shall be reviewed by INDOT and the SECOND PARTY to determine whether the provisions of this Contract require formal modification.
2. The SECOND PARTY and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with INDOT as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the SECOND PARTY is not familiar with these ethical requirements, the SECOND PARTY should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the SECOND PARTY or its agents violate any applicable ethical standards, INDOT may, in its sole discretion, terminate this Contract immediately upon notice to the SECOND PARTY. In addition, the SECOND PARTY may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
 3. The SECOND PARTY certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to INDOT. The SECOND PARTY agrees that any payments currently due to INDOT may be withheld from payments due to the SECOND PARTY. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the SECOND PARTY is current in its payments and has submitted proof of such payment to INDOT.
 4. The SECOND PARTY warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by INDOT, and agrees that it will immediately notify INDOT of any such actions. During the term of such actions, the SECOND PARTY agrees that INDOT may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
 5. If a valid dispute exists as to the SECOND PARTY's liability or guilt in any action initiated by INDOT or its agencies, and INDOT decides to delay, withhold, or deny work to the SECOND PARTY, the SECOND PARTY may request that it be allowed to continue, or receive work, without delay. The SECOND PARTY must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes determined by IDOA. A determination by IDOA shall be binding on the parties.
 6. Any payments that INDOT may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC § 5-17-5.
 7. The SECOND PARTY warrants that the SECOND PARTY and its contractors or subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, as well as comply with all

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health, safety, and environmental statutes, rules, or regulations in the performance of work activities for INDOT. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with INDOT.

8. The SECOND PARTY affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
9. As required by IC 5-22-3-7:
 - i. the SECOND PARTY and any principals of the SECOND PARTY certify that (A) the SECOND PARTY, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the SECOND PARTY will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
 - ii. The Second Party and any principals of the Second Party certify that an affiliate or principal of the Second Party and any agent acting on behalf of the Second party or on behalf of an affiliate or principal of the Second Party, (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- d. **Indemnification** - The SECOND PARTY agrees to indemnify, defend, and hold harmless INDOT, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the SECOND PARTY and/or its contractors and subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the SECOND PARTY.
- e. **Drug-Free Workplace Certification** - The SECOND PARTY hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The SECOND PARTY will give written notice to INDOT within ten (10) days after receiving actual notice that the SECOND PARTY or an employee of the SECOND PARTY in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this

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Contract and/or debarment of contracting opportunities with INDOT for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the SECOND PARTY hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the SECOND PARTY and made a part of the contract or agreement as part of the contract documents.

The SECOND PARTY certifies and agrees that it will provide a drug-free workplace by:

1. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the SECOND PARTY's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the SECOND PARTY's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
3. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the SECOND PARTY of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying INDOT in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
5. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action

against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

f. **Non-Discrimination** - Pursuant to the Indiana Civil Rights Law, specifically including IC § 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the SECOND PARTY, its agents, contractors and subcontractors, shall not discriminate against any employee or applicant for employment relating to this Contract with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The SECOND PARTY certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this covenant may be regarded as a material breach of the Contract.

The State is a recipient of federal funds, and therefore, where applicable, the SECOND PARTY and any contractors or subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

g. **Status of Claims** - The SECOND PARTY shall be responsible for keeping INDOT currently advised as to the status of any claims made for damages against the SECOND PARTY resulting from work performed under this Contract. The SECOND PARTY shall send notice of claims related to work under this Contract to:

Chief Counsel
Indiana Department of Transportation
100 North Senate Avenue, Room N758
Indianapolis, IN 46204-2249

8. **NOTICE**

a. Except as provided in Section 6, wherever in or under this contract notice must or may be given by INDOT to the Second Party, such notice shall be deemed given when addressed to the Second Party at enter mailing address of second party, and deposited postage paid in the U.S. Mail system of collection.

- b. Whenever the notice required in Section 6 must or may be given by INDOT to the Second Party, such notice shall be deemed given when delivered verbally or in writing by direct communication or written or electronic means.
- c. Except as provided in Section 6, wherever in or under this contract notice must or may be given by the Second Party to INDOT, such notice shall be deemed given when received by the DTE at the CHOOSE DISTRICT NAME District Office, CHOOSE DISTRICT ADDRESS.
- d. Whenever the notice required in Section 6 must or may be given by the Second Party to INDOT, such notice shall be deemed given when delivered verbally or in writing by direct communication or written or electronic means.
- e. Wherever in or under this contract notice must or may be given by INDOT to the Project Engineer, such notice shall be deemed given when delivered verbally or in writing by direct communication or written or electronic means.

9. PAYMENTS

This Contract requires no direct or indirect payments between the parties to the Contract. The parties to the Contract acknowledge that the intangible benefits to traffic flow at the intersection are sufficient consideration. The parties will pay costs of installing and operating the traffic signal preemption system:

- a. To providers other than INDOT, the Second Party shall pay for:
 - 1) Design of the preemption system and associated work.
 - 2) Bidding, and contracting of the work described by the final plan.
 - 3) Materials, equipment, and labor required to install the preemption system in accordance with the final plan.
 - 4) Materials, equipment, and labor required to install and maintain the preemption system emitters in emergency vehicles.
 - 5) Costs for employing a project supervisor/engineer and for testing and inspection work done by the project supervisor/engineer.
 - 6) Materials, equipment, and labor necessary to maintain, update, modify, or remove the preemption system.
 - 7) Materials, equipment, and labor required to reinstall the preemption system, after INDOT, in its normal course of business, has provided emergency maintenance to knocked down equipment that contains any preemption system equipment permitted under this Contract.
 - 8) Materials, equipment, and labor required to reinstall the preemption system, after INDOT, in its normal course of business, has modernized a traffic signal containing preemption equipment.
 - 9) Power for preemption system equipment not at the intersections listed in **Exhibit "A"**.

- b. In its normal course of business, INDOT will pay:
 - 1) costs for maintenance of the traffic signals located on INDOT's highway system, excepting the preemption system at the locations listed in Exhibit "A". INDOT will make the initial response to any reported signal malfunction and diagnose if the problem is associated with the preemption equipment.
 - 2) costs, excepting any preemption equipment and appurtenances, for future modernization of the traffic signals listed in Exhibit "A".
 - 3) costs for any emitters mounted on INDOT vehicles.

10. GENERAL PROVISIONS

- a. **Assignment** - The SECOND PARTY binds its successors and assignees to all the terms and conditions of this Contract. The SECOND PARTY shall not assign or subcontract the whole or any part of this Contract without INDOT's prior written consent.
- b. **Attorney General Approval** - This Contract shall not be effective unless and until approved by the Attorney General of Indiana, or an authorized representative, as to form and legality.
- c. **Debarment and Suspension** -
 - 1. The SECOND PARTY certifies by entering into this Contract that neither it nor its principals nor any of its contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the SECOND PARTY.
 - 2. The SECOND PARTY certifies that it has verified the state and federal suspension and debarment status for all contractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred contractor. The SECOND PARTY shall immediately notify INDOT if any contractor becomes debarred or suspended, and shall, at INDOT's request, take all steps required by INDOT to terminate its contractual relationship with the contractor for work to be performed under this Contract.
- d. **Delay of work.** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall

constitute a waiver of that or any other right, unless otherwise expressly provided herein.

- e. **Force Majeure, Suspension and Termination** - In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.
- f. **Funding Cancellation.** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Contract, the Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
- g. **Governing Laws.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.
- h. **Merger and Modification.** This Contract constitutes the entire agreement between the parties. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. Except, elements of the preemption system and associated work design may be added, deleted or modified in the normal course of plan review or construction field revision and locations may be added to or deleted from **Exhibit "A"** as provided in Section 6 of this contract without submittal to the Attorney General for approval.
- i. **Non-Waiver.** No delay or failure by either party to exercise any right hereunder, and no partial or single exercise of any such right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
- j. **Order of Precedence.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:
 - (1) This Contract,

(2) attachments prepared by INDOT,

(3) attachments prepared by the SECOND PARTY.

All of the foregoing are incorporated fully by reference.

- k. **Severability.** Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract.
- l. **Subsequent Acts.** The parties agree that they will, at any time and from time to time, from and after the execution of this Contract, upon request, perform or cause to be performed such acts, and execute, acknowledge and deliver or cause to be executed, acknowledged and delivered, such documents as may be reasonably required for the performance by the parties of any of their obligations under this Contract.
- m. **Substantial Performance.** This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- n. **Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the SECOND PARTY as a result of this Contract.
- o. **Previous Contracts Superseded or Revoked.** This Contract supersedes and revokes any previous contract between said parties hereto pertaining to preemption system installation at this location. Such above terms and conditions as they apply to INDOT shall remain in effect only so long as the location mentioned herein is a part of the State Highway System.
- p. **Authorizations.** Any person executing this Contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

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Non-collusion and Acceptance. The undersigned attests, subject to the penalties for perjury, the undersigned is the contracting party, or that the undersigned is the properly authorized representative, agent, member or officer of the contracting party. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the contracting party, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

IN WITNESS WHEREOF, the State of Indiana, through INDOT, and the SECOND PARTY, through their duly authorized representatives, have entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

FILL IN LEGAL NAME OF OTHER PARTY

STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION

fill in official's name
fill in official's title

Fill in DDC's Name
Choose District Deputy Commissioner

Date: _____

Date: _____

ATTEST:

fill in Attestor's name
fill in attestor's title

Approved:
Department of Administration

Approved:
State Budget Agency

(FOR)
Jessica Robertson, Commissioner

(FOR)
Brian E. Bailey, Director

Date: _____

Date: _____

Approved as to Form and Legality:

(FOR)
Gregory F. Zoeller
Attorney General of Indiana

Date: _____

EXHIBIT "A"

#	<u>State Route</u>	<u>Cross Road</u>	<u>Commission Number</u>
1	TYPEnumber	enter cross street/road	enter commission number
2	TYPEnumber	enter cross street/road	enter commission number
3	TYPEnumber	enter cross street/road	enter commission number
4	TYPEnumber	enter cross street/road	enter commission number
5	TYPEnumber	enter cross street/road	enter commission number
6	TYPEnumber	enter cross street/road	enter commission number
7	TYPEnumber	enter cross street/road	enter commission number
8	TYPEnumber	enter cross street/road	enter commission number
9	TYPEnumber	enter cross street/road	enter commission number
10	TYPEnumber	enter cross street/road	enter commission number

EXHIBIT "B"

**INDIANA DEPARTMENT OF TRANSPORTATION
CHANGE OF TRAFFIC SIGNAL PREEMPTION CONTRACT EXHIBIT "A"**

CONTRACT: _____

ORIGINAL DATE APPROVED: _____

Effective the _____ day of _____ (month), 20____, the following locations shall be added to / deleted from (circle one) Exhibit "A" of the above named Contract, which provides for installation and operation of emergency vehicle pre-emption devices on traffic signals at named locations in the City/Town/Township of _____, _____ County, Indiana.

LOCATION	COMMISSION NUMBER

COMMENTS:

STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION

CITY/TOWN/TOWNSHIP OF _____

RECOMMENDED: _____
DISTRICT TRAFFIC ENGINEER

BY: _____

TITLE: _____

APPROVED: _____
DISTRICT DEPUTY COMMISSIONER

ADDRESS: _____

DATE: _____

DATE: _____