

Indianapolis Public Transportation Corporation

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

GENERAL CONTRACT PROVISIONS

Procurement Office

ARTICLE 201 AGREEMENT

The Contractor agrees to perform the Work in accordance with requirements and terms and provisions hereinafter set forth in the Contract Documents. In consideration for the complete, satisfactory and proper performance thereof by the Contractor, the IPTC agrees to pay to the Contractor, and the Contractor agrees to accept as full compensation therefor, the sums of money set forth in the Price Schedule at the time and in the manner and upon the terms and conditions hereinafter set forth in the Contract Documents.

ARTICLE 202 NOTICES

Except as otherwise specifically provided, the delivery of any notice, direction or communication to the Contractor or the IPTC shall be made by hand, mail, or facsimile transmission directed to the Contractor at the address set forth in the Proposal and to the IPTC to the attention of the Project Manager at the address set forth in the Notice of Award, and shall be deemed to be sufficient service thereof as of the date of such delivery by hand or transmission or three (3) days after mailing. With respect to notices to the IPTC, the Contractor shall additionally send a copy of each notice sent to the Project Manager to the IPTC's Procurement Office to the attention of the Contract Manager. The addresses may be changed at any time by notice in writing. Nothing contained herein shall be deemed to preclude or render inoperative the service of any notice, direction or other communication personally upon the Contractor, or if the Contractor is a corporation, upon any officer or director thereof. Nothing in this article shall be deemed as a waiver by the IPTC of other requirements with respect to the service of process upon it.

ARTICLE 203 GENERAL RULES OF INTERPRETATION

- A. The Information for Proposers, the Proposal (including the Price Schedule), General Contract Provisions, Specific Contract Provisions, Schedules, all Addenda (if any), the Statement of Work, the Contract Drawings (if any), the Attachments (if any), and the Notice of Award, constitute the Contract and shall be referred to collectively as the "Contract" or the "Contract Documents."
- B. References to any agreement or other instrument shall be deemed to include such agreement or other instrument as it may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- C. The word "Contractor" when used in this Contract, shall mean the Proposer to whom the IPTC awards this Contract.

- D. The terms “hereof,” “herein,” “hereby,” “herewith,” “hereto,” and “hereunder” shall be deemed to refer to this Contract.
- E. The headings of the paragraphs are inserted for convenience only and shall not affect the construction or interpretation of this Contract.
- F. Defined terms appertaining to this Contract may be set forth in the Specific Contract Provisions.
- G. All references to “days” shall be deemed to be calendar days, unless otherwise expressly indicated.
- H. All references to “business days” shall be deemed to be references to the days of Mondays through Fridays, exclusive of IPTC observed holidays.
- I. All notices hereunder must be in writing, in accordance with Article 202, unless expressly indicated otherwise.
- J. As used herein the singular shall mean and include the plural; the masculine gender shall mean and include the feminine and neuter genders; and vice versa.

***ARTICLE 204 CONSENT OF IPTC REQUIRED FOR SUBCONTRACTING,
SUBLETTING OR ASSIGNMENT***

The Contractor shall not subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or its right, title or interest in or to the same or any part thereof without the prior written consent of the IPTC. A violation of this provision shall be deemed to be a material breach of the Contract.

ARTICLE 205 NOT USED

ARTICLE 206 CHANGES

- A. This Contract may be modified and changed from time to time as agreed to in writing between the parties hereto, in a manner not materially affecting the substance hereof.
- B. No change in or modification, termination or discharge of this Contract in any form whatsoever, shall be valid or enforceable unless it is in writing and signed by the party to be charged therewith or his duly authorized representative; provided, however, that any change in or modification, termination or discharge of this Contract expressly provided for in this Contract shall be effective as so provided.
- C. It is agreed by the Contractor that any change resulting in additional Work shall be paid at the applicable rates set forth in the Price Schedule for equivalent items as determined by the Project Manager. In the event that the IPTC shall order additional Work for which there are no applicable rates set forth in the Price

Schedule for equivalent items, it is understood and agreed by Contractor that the IPTC and Contractor shall negotiate a mutually agreeable price to be paid by the IPTC for Contractor's performance of such additional Work. In the event that the parties are unable to agree upon a price for the additional Work, the Project Manager may nevertheless direct the Contractor to proceed with the additional Work. The Contractor shall diligently proceed with the additional Work, but may, initiate a dispute within five (5) days of the Project Manager's directive to proceed pursuant to Article 211, DISPUTES, for a determination by the Disputes Resolution Officer (DRO) as to a reasonable price therefor.

- D. If as a result of the change or modification, the IPTC determines that more time is required for the Contractor to complete performance than is specified within the Contract, the IPTC will extend the time for Contractor's performance by the number of days actually required for Contractor to complete the Work.

ARTICLE 207 **EXTENSIONS OF TIME**

- A. If the Contractor is delayed at any time during the progress of the Work by the neglect or failure of the IPTC or by a Force Majeure, then the time for completion and/or affected delivery date(s) shall be extended by the IPTC subject to the following conditions:
1. the cause of the delay arises after the Notice of Award and neither was nor could have been anticipated by the Contractor by reasonable investigation before such award;
 2. the Contractor demonstrates that the completion of the Work and/or affected delivery(s) will be actually and necessarily delayed;
 3. the effect of such cause cannot be avoided or mitigated by the exercise of all reasonable precautions, efforts and measures whether before or after the occurrence of the cause of delay; and

4. the Contractor makes written request and provides other information to the IPTC as described in paragraph (D) below.

A delay meeting all the conditions of this paragraph (A) shall be deemed an excusable delay. Any concurrent delay which does not constitute an excusable delay shall not be the sole basis for denying a request hereunder.

- B. Any reference in this Article to the Contractor shall be deemed to include materialmen, Suppliers and Subcontractors, whether or not in privity of contract with the Contractor, all of whom shall be considered as agents of the Contractor for the purpose of this Article.
- C. The IPTC reserves the right to rescind or shorten any extension previously granted, if subsequently the IPTC determines that any information provided by Contractor in support of a request for an extension of time was erroneous; provided however, that such information or facts, if known, would have resulted in a denial of the request for an excusable delay. Notwithstanding the above, the IPTC will not rescind or shorten any extension previously granted if the Contractor acted in reliance upon the granting of such extension and such extension was based on information which, although later found to have been erroneous, was submitted in good faith by the Contractor.
- D. The request for an extension of time pursuant to paragraph (A) above, shall be made within ten (10) days after the time when Contractor knows or should know any cause for which it may claim an excusable delay and shall provide any actual or potential basis for an extension of time, identifying such cause and describing, as fully as practicable at that time the nature and expected duration of the delay and its effect on the completion of that part of the Work identified in the request. Contractor shall not be entitled to an extension of time unless it affirmatively demonstrates that it is entitled to such extension. The IPTC may require the Contractor to furnish such additional information or documentation as the IPTC shall reasonably deem necessary or helpful in considering the requested extension. The Contractor must also comply with requirements set forth in the Specifications (if any) regarding Contractor's detailed schedule for performance.
- E. Within thirty (30) days of its receipt of all such information and documentation [or within thirty (30) days of Contractor's filing of the original request in the event the IPTC requires no such additional material] the IPTC shall advise the Contractor of its decision on such requested extension; except that, where it is not reasonably practicable for the IPTC to render such decision in the thirty (30) day period, it shall, prior to the expiration of such period, advise the Contractor that it will require additional time and the approximate date upon which it expects to render such decision.

- F. In regard to an injunction, strike or interference of public authority which may delay the Work, the Contractor shall promptly give the IPTC a copy of the injunction or other order and copies of the papers upon which the same shall have been granted. The IPTC shall be accorded the right to intervene or become a party to any suit or proceeding in which any such injunction shall be obtained and to move to vacate the same or otherwise, as the IPTC may deem proper.
- G. Neither the permitting of the Contractor to proceed with the Work subsequent to the date specified in the Contract (as such date may have been extended pursuant to this Article), the making of any payments to the Contractor thereafter, nor the issuance of any Change Order thereafter, shall operate as a waiver on the part of the IPTC of any rights under this Contract, including but not limited to the assessment of liquidated damages (if any) or declaring Contractor in default.
- H. In case the Contractor shall be delayed at any time or for any period by two or more of the causes above-mentioned in this Article, the Contractor shall not be entitled to a separate extension for each one of the causes but only one period of extension shall be granted for the delay.
- I. The Contractor agrees to make no claim for damages for delay of any kind in the performance of this Contract whether occasioned by any act or omission of the IPTC or any of its representatives and Contractor agrees that any such claim shall be compensated for solely by an extension of time to complete performance of the Work as provided herein.

ARTICLE 208**REMEDIES IN CASE OF DEFAULT & TERMINATION FOR CAUSE**

- A. The Contractor shall be in default if it commits a breach of the Contract deemed material by the IPTC. Without limiting the generality of the foregoing and in addition to those instances specifically referred to in the Contract, the Contractor shall be in such default if: (i) it fails to begin the Work in accordance with the requirements of the Contract; (ii) it abandons the Work; (iii) it assigns or subcontracts the Work other than as provided in the Contract; (iv) at any time the Project Manager shall be of the opinion that performance of this Contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the provisions or covenants of this Contract or is not executing the same in good faith or in accordance with its terms; (v) the Work is not completed within the time prescribed, as may be extended by the IPTC; or (vi) the Contractor becomes insolvent (other than as a bankrupt), or assigns for the benefit of creditors, or takes advantage of any insolvency statute or debtor or creditor law or if its property of affairs are put in the hands of a receiver; or (vii) the Project Manager shall be of the opinion that the Work cannot be completed within the time herein provided therefor or within the time to which such completion may have been extended provided, however, that the impossibility of timely completion is in the Project Manager's opinion, attributable to conditions within the Contractor's control.

- B. When, in the opinion of the Project Manager, reasonable grounds for insecurity exist with respect to the Contractor's ability to perform the Work or any portion thereof, the Authority may request that Contractor, within a reasonable time, provide written adequate assurance of its ability to perform in accordance with the Contract. Such assurance must be provided by Contractor within the time set forth in the Authority's request.
- C. In the event of a default by the Contractor, the IPTC will notify the Contractor of the default, in writing, and advising the Contractor that, unless such default be rectified to the satisfaction of the IPTC within seven (7) work-days from such notice, the Contractor shall be in default; except that, at its sole discretion, the IPTC may extend such seven (7) work-day period for such additional period as the IPTC shall deem appropriate without waiver of any of its rights hereunder. Upon receipt of such notice, Contractor shall immediately cease performance of the Work or any part thereof under this Contract. The IPTC shall thereupon have the right to take any action necessary to complete the Work, including performing the Work itself, or contracting with another individual or entity. In the event the Work is completed by the IPTC or others, Contractor shall be liable for the costs and expense of said labor, materials, plant, tools, equipment, supplies and property. The costs and expenses so charged may be deducted by the IPTC and paid out of any monies otherwise payable to the Contractor.
- D. The IPTC may also bring any suit or proceeding to recover damages or to obtain any other relief or for any other purpose proper under this Contract.
- E. The IPTC may, in its sole discretion, waive a default by the Contractor, but such waiver, and failure by the IPTC to take action in respect to any default, shall not be deemed a waiver of any subsequent default.
- F. In case the IPTC shall by Contract or otherwise complete the Work or any part thereof under the provisions of Paragraph C above, the Project Manager from time to time during the course of the completion of the Work or such part thereof or at any time thereafter, shall certify to the amount of the expense incurred by the IPTC in the completion of the Work or such part thereof.
- Said certificate shall be final and conclusive upon the Contractor and admissible in evidence against the Contractor, and his legal representatives, in any litigation arising or growing out of this Contract.
- F. In the event that the IPTC wrongfully terminates the Contract for default, such termination shall be deemed to be a termination for convenience in accordance with Article 209.

ARTICLE 209 **TERMINATION FOR CONVENIENCE**

- A. In addition to any rights of termination by the IPTC which may exist pursuant to this Contract or by law, the IPTC may terminate performance of this Contract at any time for its own convenience upon giving 10 days written notice thereof specifying the effective date, whereupon all further liability of the IPTC to the Contractor under this Contract shall cease. In the event of such termination, a proportionate part of the compensation due for Contract Work performed prior to the effective date of such termination and deemed acceptable to the IPTC, will be paid to the Contractor as determined by the IPTC.
- B. Upon receipt of a notice of termination under this article, the Contractor shall cease performance of the Contract Work, shall cancel all cancelable orders and place no further orders. The IPTC's only obligation with respect to such termination for convenience is to compensate the Contractor for the goods/services supplied up until the effective date of termination, provided, however, that in the event the termination for convenience is predicated on a cessation or reduction of funding earmarked for purposes hereof, the IPTC's payment obligations with respect to such termination for convenience will be limited to the amount of such funding actually received therefor. The Contractor shall not be entitled to any other payment by virtue of the IPTC's exercise of its right of termination as provided in Paragraph A of this Article and expressly waives and relinquishes any right to claim damages or pursue any other remedy at law or relief in equity including specific performance, by virtue of the IPTC's exercise of such right of termination.
- C. The IPTC at its discretion may terminate the Contract for convenience without payment for profit and overhead for work not performed if, during the Contract term: i) the Contractor, a Contractor director, officer, principal, or managerial employees or owner of a ten percent (10%) or more interest in the Contractor, is convicted of a crime involving a public contract; or ii) significant concerns about the Contractor's integrity are raised based upon an evaluation of the events underlying any other determination, or an indictment or other allegation, that the Contractor or a Contractor's director, officer, principal, or managerial employee, or owner of a ten percent (10%) or more interest in the Contractor, is involved in a criminal or other unlawful activity.

ARTICLE 210 **AUTHORITY OF THE PROJECT MANAGER**

- A. The Project Manager shall have general authority to give the Contractor orders and directions with respect to this Contract, including but not limited to, the right at any time to direct the return of any IPTC material or equipment removed by the Contractor as part of the Work. The Project Manager shall in all cases have the authority to initially determine the value, acceptability and fitness of the Work under this Contract, and to determine every question which may arise relative to the Contract and to the fulfillment of the Contract on the part of the Contractor. Any and all material or equipment required or proposed to be incorporated in the Work shall be subject to the approval of the Project Manager and shall not be incorporated in the Work until such approval has been given.
- B. The Project Manager shall make all necessary explanations as to the meaning and intention of the Statement of Work or Contract Drawings, shall give all orders and directions contemplated therein or thereby and also such orders and directions as may be necessary in every case in which difficult or unforeseen conditions shall arise in performance of the Work required by this Contract. The Project Manager will provide appropriate explanations and reasons for his decisions if requested by the Contractor.
- C. The Contractor shall be bound by and promptly obey and follow every direction or order given by the Project Manager regarding the performance and the nature and manner of performance arising out of, under, or in connection with, or related to or on account of, this Contract whether in writing or orally and confirmed in writing, including any direction which the Project Manager may give by way of withdrawal, modification or reversal of any previous direction given by him, and regardless of whether the Contractor agrees with the Project Manager's determination. This Article shall not include such directions which by their nature are change orders and which require that the procedures for change orders be followed prior to the effectiveness of such directions.
- D. The Contractor shall have a representative at its plant and the work site at all times during performance of the Work authorized to receive orders and directions from the Project Manager.

ARTICLE 211 **DISPUTES**

- A. In the event the Contractor and the IPTC are unable to resolve their differences concerning a determination by the Project Manager, the Contractor may initiate a dispute resolution in accordance with the procedure set forth in this Article. Exhaustion of these dispute resolution procedures shall be a precondition to any lawsuit permitted hereunder.
- B. The parties to this Contract authorize the Disputes Resolution Officer (DRO), who shall be the Chief Executive Officer of the IPTC, acting personally, to decide all questions of any nature whatsoever arising out of, under or in connection with, or in any way related to or on account of, this Contract (including claims in the

nature of breach of Contract or fraud or misrepresentation before or subsequent to Contract award) and his decision shall be conclusive, final and binding on the parties. His decision may be based on such assistance as he may find desirable, including advice of engineering or other experts. The effect of his decision shall not be impaired or waived by any negotiations or settlement offers in connection therewith, or by any prior decision of others, which prior decisions shall be deemed subject to review, or by any termination or cancellation of this Contract. All notices seeking dispute resolution shall be submitted in writing by either party to the DRO, acting personally, for his decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. The DRO shall render his decision in writing and deliver a copy of the same to the parties.

- C. If the Contractor protests the determination of the DRO, the Contractor may commence a lawsuit in a court of the State of Indiana in Marion County, it being understood the review of the Court shall be limited to the question of whether or not the DRO's determination is arbitrary, capricious or so grossly erroneous as to evidence bad faith. No evidence or information shall be introduced or relied upon in such an action or proceeding that has not been presented to the DRO personally prior to the DRO making his decision.
- D. Neither the requirements of this Article nor the time necessary for compliance therewith, however, shall affect the time to have accrued for purpose of any statute controlling actions/proceedings against the IPTC and the time of such accrual shall be determined without reference to this Article.

ARTICLE 212***WITHHOLDING MONEY DUE CONTRACTOR TO MEET
CLAIMS OR LIENS***

- A. If at any time a claim, lien or judgment shall be made by any person or corporation against the IPTC, for which Contractor is liable under this Contract or, otherwise by law, with respect to matters pertaining to the Work of this Contract, the IPTC shall have the right to withhold an amount it deems reasonably necessary to satisfy such claim, in addition to the other sums herein authorized by the Contract to be so retained, out of any monies then due or thereafter becoming due to the Contractor hereunder, as security for the payment of such claim. If the liability of any such party on such claim or claims shall have been finally adjudicated by a judgment of a court of competent jurisdiction or such claim or claims shall have been admitted by the Contractor to be valid, then the claim may, if determined by the IPTC to be in its best interest, be paid from the amount so retained hereunder, credited against the payments due Contractor, and the balance, if any, paid to the Contractor.

- B. Should any such claim remain unsatisfied at the time the final payment is due the Contractor, the IPTC shall have the right to retain out of said final payment a sum in its judgment sufficient to protect the IPTC in regard to all unsatisfied claims. In lieu of the foregoing, the IPTC may require other security.
- C. In case the amount thus retained should be insufficient to pay the amount adjudicated to be due upon such claim, the Contractor shall pay the amount of the deficiency to the IPTC. Upon the failure of the Contractor so to do, the IPTC may sue for and recover from the Contractor the amount or balance as a debt from the Contractor.
- D. Notwithstanding anything in this Article to the contrary, in the event of a claim for injury to persons or damage to property by persons or corporations other than the IPTC, the IPTC shall not withhold money due the Contractor provided the IPTC receives adequate written assurance from the Contractor's insurance carrier that it will assume all responsibility in connection with the claim including defending the Contractor or the IPTC in any lawsuit, and paying any judgment based on said claim. The IPTC shall have sole discretion to determine the adequacy of the assurance furnished.

ARTICLE 213 CLAIMS BY CONTRACTOR

If the Contractor shall have a claim for compensation against the IPTC for any loss or damage of any nature arising under this Contract by reason of any act, neglect, fault or default of the IPTC or its agents, the Contractor shall, within fifteen (15) days after the sustaining of such damage, furnish a written statement to the Project Manager detailing the nature and amount of damage sustained. This written notice shall constitute a request for a determination by the Project Manager pursuant to Article 210(A). Compliance with the provisions hereof shall constitute a condition to Contractor's submission of a dispute pursuant to Article 211 with respect to any claim for compensation and the Contractor shall be deemed to have waived any claim not submitted in accordance therewith. The provisions of this Article shall not be construed as a recognition or admission of any legal liability on the part of the IPTC to pay any sum on account of any damage suffered in connection with or arising out of the performance of this Contract or any part thereof.

ARTICLE 214 SUBSTITUTION OF APPROVED SECURITIES

- A. In the event that this Contract provides for retainage by the IPTC of monies due the Contractor as security for its full and timely completion, the Contractor may from time to time withdraw portions of the amounts so retained, or monies otherwise withheld for any other reasons under the Contract provided any such monies have not been applied by the IPTC for reimbursement to itself or a third party in accordance with applicable provisions of the Contract by depositing with the Chief Financial Officer of the IPTC approved securities with a market value equal to the amount to be withdrawn.
- B. The Contractor shall pay to the IPTC the service charges then in effect for the custodial safekeeping of securities deposited with the IPTC by the Contractor pursuant to the terms of this Contract.

- C. Approved securities are: securities of the United States Government, State of Indiana, and City of Indianapolis. Other securities may be submitted for IPTC approval. All such securities must be payable to, run in favor of, or be transferred to, the IPTC. In case the securities shall, during the term of the Contract, diminish in market value in the opinion of the IPTC, or are sold as set forth in Article 215, then, within ten (10) days after notice, the Contractor shall deposit cash or securities to restore the value to that originally stated. A failure by the Contractor to deposit such cash or securities in accordance herewith shall be a cause for default.

In lieu of defaulting the Contractor, the IPTC may allow the Contractor to proceed with the Work and may deduct from any monies then due or which thereafter may become due to the Contractor the amount necessary to restore the original valuation of such securities, and to hold such amount in lieu thereof.

- D. The IPTC shall pay to the Contractor all interest, dividends and other income on the securities, when and as collected. If the securities are in the form of coupon bonds, the coupons as they respectively become due shall be delivered to the Contractor; provided, however, that the Contractor shall not be entitled to interest, dividends or other income on any securities the proceeds of which shall be used or applied as authorized under the Contract.

Retainage

All retainage issues, methods and releases are to conform to Indiana Code 36-1-12-14 as amended, effective July 1, 2003. In any event, the release of any bonds and/or retainage will require IPTC to be in possession from the contractor of release forms signed by all subcontractors for all claims.

ARTICLE 215 USE OF MONIES WITHHELD

Deposits, retainage (if any) or any other monies withheld, whether in cash or securities substituted shall be security for the faithful performance of the Contract by the Contractor. In case any default causes loss, damage or expense to the IPTC, then the IPTC may apply the amount necessary to restore such loss, damage or expense including liquidated damages, out of the said securities (which may be sold), deposits, retainage or other monies.

ARTICLE 216 INDIANA LAWS / CHOICE OF LAW, CONSENT TO JURISDICTION AND VENUE

- A. This Contract shall be deemed to be executed in the City of Indianapolis, State of Indiana, regardless of the domicile of the Contractor and shall be governed by and construed in accordance with the laws of the State of Indiana.
- B. The parties agree that any and all claims asserted by or against the IPTC arising hereunder or related hereto shall be heard and determined either in the courts of the United States located in Indianapolis ("Federal Courts") or in the courts of the

ARTICLE 218 ***IPTC MAY AVAIL ITSELF OF ALL REMEDIES***

The IPTC may avail itself of each and every remedy herein specifically given to it or now or hereafter existing at law or in equity, and each and every such remedy shall be in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such order as may be deemed expedient by the IPTC, and the exercise of one remedy shall not be deemed to be waiver of the right to exercise, at the same time or thereafter, any other remedy.

ARTICLE 219 ***RELATIONSHIP BETWEEN THE IPTC AND OTHERS***

Nothing contained herein shall be deemed to give any third party a claim or cause of action against the IPTC beyond such as may otherwise exist without regard to this Contract.

ARTICLE 220 ***LIABILITY AND INDEMNIFICATION***

- A. The term "Indemnified Parties," whenever referred to in this Article, shall be deemed to mean the IPTC, its members, officers, employees, and agents.
- B. The Contractor shall be solely responsible for all physical injuries (including death) to person(s) (including, but not limited to, employees of the IPTC, Contractor or Subcontractors) and damage to property (including, but not limited to, property of the IPTC or the Contractor or Subcontractors), occurring on account of or in connection with the performance of the Work hereunder or sustained by any employee of the IPTC or Contractor or of Subcontractor. The Contractor shall indemnify and save harmless the Indemnified Parties, to the fullest extent permitted by law, from loss and liability upon any and all claims and expenses, including but not limited to attorneys' fees, on account of such injuries to persons or such damage to property, irrespective of the actual cause of the accident, irrespective of whether it shall have been due in part to negligence of the Contractor or its subcontractors or negligence of the Indemnified Parties, or of any other persons, but excepting bodily injuries and property damage to the extent caused by the negligence of the IPTC.
- C. The term "loss and liability," as used herein, shall be deemed to include, but not be limited to, liability for the payment of Workers' Compensation and disability benefits under the workers' compensation law of the State of Indiana or similar statutes.
- D. Except as otherwise provided in (B) above, the liability of the Contractor under this Article is absolute and is not dependent upon any question of negligence on its part or on the part of its agents, officers or employees. The approval of the IPTC of the methods of doing the Work or the failure of the IPTC to call attention to improper or inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.

- E. In case any damage shall occur to any part of the IPTC (except only for the removal of such parts thereof as the Contractor is specifically required by this Contract to remove) on account of the Work, and the Contractor is responsible therefor, the IPTC shall have the right to cause such damage to be repaired and to charge the expense of such repairs to the Contractor. In the event that such work is performed by the IPTC, then the IPTC shall deduct the amount of such expense that may be incurred in repairing any such damage from any monies due or to become due to the Contractor under this Contract or any other agreement between the Contractor and the IPTC.

ARTICLE 221 **NOT USED**

ARTICLE 222 **QUANTITIES ARE APPROXIMATE / VARIABLE
QUANTITIES CLAUSE**

- A. The Contractor understands that the quantities of the various unit price items specified in the Proposal (if any) are the approximate quantities of such items for the Work as estimated by the IPTC, and are not in any way guaranteed or represented as correct or intended to be relied upon and they shall not be taken as final and shall form no basis for any claims for damages including, but not limited to anticipated profits in case they do not correspond with the final quantities actually ordered and that the IPTC reserves the right to increase or to diminish or to omit entirely any of the quantities or items as therein stated in the Price Schedule or these Contract Documents.
- B. With respect to any unit price item as to which an estimated quantity is set forth in the Price Schedule, such unit price shall apply regardless of the actual quantity of such item ultimately utilized in, or required by, the Work; except that, if the actual quantity for a unit price item differs from the estimated quantity in the Price Schedule by more than twenty percent (20%), then the Project Manager shall review whether application of the unit price would cause a substantial inequity to either party, and, if so, the unit price for such item will be equitably adjusted, upward or downward, as determined by the Project Manager.
- C. This is not an exclusive contract, and does not obligate the IPTC to fill through the Contractor all its needs for the goods or services covered by the Contract. The IPTC is free to obtain these goods or services from other sources to the extent it sees fit.

ARTICLE 223 **GENERAL REPRESENTATIONS AND WARRANTIES**

In order to induce the IPTC to enter into and perform this Contract, Contractor represents and warrants to the IPTC that:

- A. Existence; Compliance with Law. The Contractor (i) if it is a corporation is duly incorporated, organized, validly existing and in good standing as a corporation under the laws of the jurisdiction of its incorporation; (ii) if it is a partnership,

non-profit organization, individual or sole proprietorship is duly organized and validly existing under the laws of the jurisdiction in which it was organized; (iii) is duly qualified and in good standing under the laws of each jurisdiction where its existing ownership, lease, or operation of property in the conduct of its business requires, and (iv) has the power and IPTC and the legal right to conduct the business in which it is currently engaged and to enter into this Contract.

- B. Authority. The Contractor has full power, authority and legal right to execute, deliver and perform this Contract. The Contractor has taken all necessary action to authorize the execution, delivery and performance of this Contract.
- C. No Legal Bar. The execution, delivery and performance of the Contract do not and will not violate any provision of any existing law, regulation, or of any order, judgment, award or decree of any court or government applicable to the Contractor or the charter or by-laws of the Contractor or any mortgage, indenture, lease, contract, or other agreement or undertaking to which the Contractor is a party or by which the Contractor or any of its properties or assets may be bound, and will not result in the creation or imposition of any lien on any of its respective properties or assets pursuant to the provisions of any such mortgage, indenture, lease, contract or other agreement or undertaking.
- D. No Litigation. Except as specifically disclosed to the IPTC in writing prior to the date hereof, no claim, litigation, investigation or proceeding of or before any court, arbitrator or governmental authority is currently pending nor, to the knowledge of the Contractor, is any claim, litigation or proceeding threatening against the Contractor or against its properties or revenues (i) which involves a claim of defective design or workmanship in connection with any contract entered into by the Contractor or (ii) which, if adversely determined, would have an adverse effect on the business, operations, property or financial or other condition of the Contractor. For purposes of this paragraph, a claim, litigation, investigation or proceeding may be deemed disclosed to the IPTC if the IPTC has received, prior to the date hereof, detailed information concerning the nature of the matter involved, the relief requested, and a description of the intention of the Contractor to controvert or respond to such matter.
- E. No Default. The Contractor is not in default in any respect in the payment or performance of any of its obligations or in the performance of any mortgage, indenture, lease, contract or other agreement or undertaking to which it is a party or by which it or any of its properties or assets may be bound, and no such default or Event of Default (as defined in any such mortgage, indenture, lease, contract, or other agreement or undertaking) has occurred and is continuing or would occur solely as a result of the execution and performance of this Contract. The Contractor is not in default under any order, award, or decree of any court, arbitrator, or government binding upon or affecting it or by which any of its properties or assets may be bound or affected, and no such order, award or decree would affect the ability of the Contractor to carry on its business as presently conducted or the ability of the Contractor to perform its obligations under this Contract or any of the other financing to which it is a party.

F. No Inducement or Gratuities.

1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.
2. Additionally, Contractor warrants that no gratuities or other inducements have been offered or given or will be offered or given (in the form of entertainment, gifts, offers of employment, or any other thing of value) to any official or employee of the IPTC. The Contractor further warrants that during the term of the contract it shall not make any offers of employment to any IPTC employee, or solicit or interview therefor, without obtaining the written approval of the employee's Department Head.
3. For breach or violation of the foregoing warranties, the IPTC shall have the right to cancel the Contract without liability or, at its discretion, to deduct from the total contract price or otherwise to recover the full amount of such commission, percentage, brokerage or contingent fee, or gratuities, and to include the occurrence of such a breach or violation in assessments of the Contractor's responsibility in future procurements.

G. Conflict of Interest. Contractor covenants that neither it, nor any officer of the corporation or partner of the partnership, as the case may be if Contractor be a corporation or partnership, has any interest, nor shall it acquire any interest, either directly or indirectly, which would conflict in any manner or degree with the performance of the Work hereunder. It further covenants that, in the performance hereof, no person having such interest shall be employed by it. It is expressly understood that breach of any of the covenants contained in this paragraph is a material breach hereof and shall entitle the IPTC to recover damages immediately, as well as all monies paid hereunder.

H. No Conviction or Indictment.

Contractor hereby represents that to the best of its knowledge neither it, nor any of its personnel or shareholders has been the subject of any investigation nor has any of them been convicted or indicted for commission of any crime involving misconduct, corruption, bribery, or fraud in connection with any public contract in the State of Indiana or any other jurisdiction, except as has been specifically disclosed in writing to the IPTC, and that, should any such conviction or indictment be obtained or any such investigation commenced prior to the expiration of the term hereof, regardless of the date of the occurrence giving rise to the subject matter of such conviction, indictment or investigation, it will be disclosed in writing to the IPTC.

ARTICLE 224 **NO ESTOPPEL AND NO WAIVER**

- A. The IPTC shall not, nor shall any department or officer thereof be precluded or estopped by any return or certificate made or given by the IPTC, the Project Manager or other officer, agent, or appointee thereof under any provision of this Contract from at any time either before or after the final completion and acceptance of the Work and payment therefor pursuant to any such return or certificate, showing the true and correct classification, amount, quality and character of the Work done and materials furnished by the Contractor or any other person under this Contract or from showing at any time that such return or certificate is untrue and incorrect or improperly made in any particular, or that the Work and materials, or any part thereof, do not in fact conform to the Contract; and the IPTC shall not be precluded or estopped, notwithstanding any such return or certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with this Contract.
- B. Neither the acceptance of the IPTC or the Project Manager or any of the employees of the IPTC, nor any order, measurement or certificate by the Project Manager nor any order by the IPTC for payment of money nor any payment for, nor acceptance of, the whole or part of the Work nor any extension of time, nor any possession taken by the IPTC or the employees of the IPTC shall operate as a waiver of any portion of this Contract or of any power herein reserved to the IPTC or of any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach.
- C. In the event that the IPTC is entitled to any rights under any statute, whether or not expressly referenced in the Contract Documents, nothing shall be deemed to constitute a waiver by the IPTC thereof.

ARTICLE 225 **SEVERABILITY**

If the Contract contains any unlawful provisions, the same shall be deemed of no effect, and shall upon the application of either party be stricken from the Contract without affecting the binding force of the Contract as it shall remain after omitting such provision.

ARTICLE 226 **SAFETY PRECAUTIONS**

The Contractor will provide at his own cost and expense such safety devices for the protection of his employees, and those of the Subcontractor(s), the IPTC, the public and any other persons as may be necessary and as may be required by the Project Manager. Any failure to provide such proper protection for his employees, and those of the Subcontractor(s), the IPTC, the public and any other persons whether or not required by the Project Manager, will be deemed to be a material violation by the Contractor of his responsibility and obligation hereunder. The Contractor shall comply with all pertinent regulations of the Occupational Safety and Health Act (OSHA).

ARTICLE 227 INSPECTION AND EVALUATION

- A. The IPTC shall have the right to inspect the Work hereunder. If any such inspection shows that the Work does not conform to the Contract Documents including, but not limited to, the Statement of Work, the IPTC shall so notify the Contractor and the Contractor shall replace or repair the Work at no additional cost to the IPTC so that the Work conforms to the Contract Documents. The IPTC's failure to draw the Contractor's attention to any such failure to conform shall not relieve the Contractor of any of its obligations under this Contract.
- B. Upon completion of the Work, the Contractor shall notify the Project Manager in writing that the Work has been completed. An IPTC inspector will inspect the Work and if such Work is deemed unsatisfactory in any respect, the Contractor, at no additional cost to the IPTC, will replace the goods or repair or correct such Work and, if applicable, correct the installation all to the satisfaction of the Project Manager. The Contractor must notify the Project Manager in writing that all Work has been completed.

ARTICLE 228 BOOKS AND RECORDS / AUDIT AND EXAMINATION

The Contractor shall permit authorized representatives of the IPTC and of the State and federal Government having jurisdiction over this Contract, to examine and review all of Contractor's books and records, including but not limited to payrolls, records of personnel, invoices and other relevant data, and to audit the books and records pertaining to this Contract. All such books and records shall be retained for such examination, review and audit for a period of three (3) years from the earlier of termination of the Contract or completion of the Work.

ARTICLE 229 SUBCONTRACTOR/SUPPLIER BOOKS AND RECORDS

The Contractor shall keep and shall cause each Subcontractor/Supplier to keep accurate books and records in accordance with generally accepted accounting principles.

ARTICLE 230 **BRAND NAMES / SUBSTITUTION OF SPECIFIED MATERIAL**

- A. Wherever in the Contract a particular brand, or make of material, or equipment is shown or specified, such material or equipment is to be regarded merely as a standard for the purpose of concisely indicating the requirements as to type, quality, performance, design and finish. Any material or equipment other than that specified will be acceptable if, in the opinion of the Project Manager, it is as satisfactory for the particular work for which it was intended as the material or equipment specified. Complete documentation in support of an "or equal" contention will be required. The Project Manager may require that a presentation be made for any proposed substitution. The IPTC reserves the right to reject any such other material or equipment offered which is not approved by the Project Manager as being in all respects equal to the named material or equipment for the work for which it is to be used. Such rejection may be for any reason including without limitation the Project Manager's determination that the evaluation would result in excessive expense and/or time needed to evaluate such material or equipment.
- B. Unless there is a specific statement to the contrary, the Contractor understands that requests for such approval of any alternative material or equipment shall be submitted within thirty (30) days after Contract Award.
- C. The Contractor is obligated to furnish all data and information as the IPTC in its discretion deems necessary to establish the equality of the alternative material or equipment. If the Contractor seeks reconsideration of any determination with respect to equivalency, the IPTC shall have discretion to reconsider the matter. In the event of a reconsideration the Contractor shall be obligated to pay all IPTC expenses in connection therewith.
- D. The IPTC shall be the sole judge of the acceptability of items offered as equal to that specified and may reject any item not considered as equal thereto. The Contractor must submit proof satisfactory to the IPTC, including a non-returnable sample if requested by the IPTC, that the item the Contractor offers is equal to the material or equipment specified in quality, performance and such other characteristics as the IPTC may deem relevant.
- E. The IPTC will consider as evidence of equivalency an independent laboratory certification concluding that the Contractor's proposed item meets or exceeds all requirements and standards, including performance criteria, of the particular brand or make of material or equipment specified by the IPTC. The laboratory must be accredited by the American Association for Laboratory Accreditation or be otherwise acceptable to the IPTC.

ARTICLE 231 **NOT USED**

ARTICLE 232 **QUALITY ASSURANCE**

The Contractor shall be responsible for quality assurance and for assuring that the Work conforms to the provisions of this Contract. The Contractor shall maintain an effective and economical quality control program planned and developed in conjunction with other Contractor functions necessary to satisfy the Contract requirements. The quality control program shall establish and implement procedures to ensure that only acceptable supplies are presented to the Project Manager, and shall demonstrate both recognition of the quality requirements of the Contract and an organized approach to satisfy these requirements. The program shall ensure that quality requirements are determined and satisfied throughout all phases of Contract performance, including, as applicable, design development, purchasing, fabrication, processing, assembly, inspection, testing, packaging, delivery, storage and systems check and shall provide for the early and prompt detection of actual or potential deficiencies, trends, or conditions which could result in unsatisfactory quality and the Contractor must be prepared to demonstrate to the Project Manager's satisfaction that the program is effective and in operation.

ARTICLE 233 **COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS/
ENVIRONMENTAL MATTERS**

- A. The Contractor and all persons employed upon the Work, including its Subcontractors, agents, officers, and employees shall comply with all applicable laws, rules and regulations, including all applicable requirements of governmental agencies and departments in the jurisdiction in which the Work is performed, and all safety regulations of the IPTC.
- B. The Contractor, Subcontractor and all Suppliers must submit evidence that all standards, orders and regulations issued pursuant to the Clean Air Act of 1970 will be met. If either the State or City air pollution control agency has more restrictive standards, they shall be enforced. The evidence and related documents will be retained by the IPTC for on-site examination by appropriate enforcement agencies.
- C. The Contractor and any Subcontractor must comply with all local, State and Federal laws, rules and regulations applicable to this Contract and to the Work to be done hereunder, including but not limited to the Federal Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1969, as amended.
- D. Attention is called regarding environmental matters that must be observed by the Contractor in the prosecution of the Work, consisting, among others, of safety of operations, noise control, prevention and/or control of air pollution, removal of waste materials, storage of construction materials, protection against fire, minimum disturbance to pedestrian and vehicular traffic, maintaining use of public facilities, and protection against dust hazards. These matters are specifically enumerated merely as a guide. The enumeration is not a complete list of environmental matters to be observed and does not exclude matters contained in this Contract or matters applicable by virtue of local, State or Federal law, rule or regulation which are not specifically designated in this paragraph. All environmental provisions will be strictly enforced.

- E. As between inconsistent provisions among Federal, State and local laws, the Contractor should generally comply with the more stringent requirement, unless a Federal law, rule or regulation requires that the affected Federal provision be observed, notwithstanding the existence of a more stringent applicable State or local requirement.

ARTICLE 234 **FINAL PAYMENT TO ACT AS RELEASE**

The acceptance by Contractor or any person claiming under Contractor of the final payment hereunder, whether such payment be made pursuant to any judgment or order of any court or otherwise, shall be and shall operate as a release to the IPTC from all claim and liability to Contractor for anything theretofore done or furnished for or related to the Work or for any prior act, neglect, fault or default of the IPTC or of any person relating to or affecting the Work, except only such claims against the IPTC as have been asserted in accordance with Article 213 "Claims by Contractor" above, or as are specifically reserved in writing prior to accepting the final payment hereunder.

ARTICLE 235 **INDEPENDENT CONTRACTOR**

The Contractor agrees that, in accordance with its status as an independent contractor, it will conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer or employee of the IPTC, State or City, by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the IPTC, State or City, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 236 **CONTRACTOR'S EMPLOYEES**

- A. All experts or Contractors or employees of the Contractor who are employed by the Contractor to perform Work under this Agreement are neither employees of the IPTC nor under contract to the IPTC and the Contractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this Agreement. Nothing in this Agreement shall impose any liability or duty on the IPTC for the acts, omissions, liabilities or obligations of the Contractor or any other person, firm, company, agency, association, corporation, or organization engaged by the Contractor as expert, Contractor, independent contractor, specialist, trainee, employee, servant, or agent, or for taxes of any nature including but not limited to unemployment insurance, workers' compensation, disability benefits and social security, or, except as specifically stated in this Agreement, to any person, firm or corporation.
- B. All employees of the Contractor or Subcontractor shall wear a visible identification badge at all times while on IPTC property and shall observe all rules and regulations applicable to IPTC employees. The identification badge shall contain the employee's name, picture, title of position, name of company and address of company.

- C. Employees of the Contractor who are found to be intoxicated, or who have been found partaking of or appear to be under the influence of intoxicating or alcoholic beverages or controlled substances while engaged in the performance of their duties or during their break period shall be summarily removed by the Contractor from the project for the duration of the Contract because of the stringent safety precautions required.
- D. Whenever the Project Manager shall notify the Contractor in writing that in his/her opinion any worker employed for this Contract is incompetent, unfaithful or disorderly, such individual shall be discharged from the Work and shall not again be employed on it.

ARTICLE 237 CONFIDENTIALITY / ADVERTISING LIMITATION

- A. Contractor, its employees, and Subcontractors shall keep confidential all information furnished to it (them) by the IPTC or otherwise learned by it (them) in the course of performance hereunder.
- B. Except as may be required by law, Contractor shall not make any announcement or release any information concerning this Contract or any part thereof to any member of the public, press, or any official body, unless prior written consent is obtained from the IPTC.

ARTICLE 238 TAX EXEMPTION

The Contractor is advised that the IPTC is exempt from sales and compensating use taxes on all tangible personal property (materials, equipment and components) pursuant to the law of the State of Indiana, and the Contractor shall not include any charges representing such taxes on any invoices hereunder. Contractor shall be responsible for all franchise fees and taxes of any kind whatsoever.

ARTICLE 239 EQUAL OPPORTUNITY FOR MINORITY GROUP MEMBERS AND WOMEN

The provisions of this Article apply if the award for this contract is in excess of \$25,000 for labor, services, supplies, equipment, material or any combination of the foregoing; or in excess of \$100,000 for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvement thereon.

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For purposes of this Article affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other form of compensation.

- B. At the request of the IPTC, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and the such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- D. The Contractor will include the provision of paragraphs A through C above. in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work in connection with this Contract, including the requirement that subcontractors and parties to this Contract shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

ARTICLE 240 ANTITRUST ASSIGNMENT

The Contractor hereby assigns, sells and transfers to the IPTC all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of Indiana or of the United States relating to the particular goods or services purchased or procured by the IPTC under this Contract.

ARTICLE 241 GRAND JURY TESTIMONY

Upon refusal of the Contractor as an individual or as member, partner, director or officer of the Contractor, if the Contractor be a firm, partnership or corporation, when called before a grand jury, governmental department, commission, agency or any other body which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation or to answer any relevant questions concerning any transaction or contract entered into with the State, or any political subdivision thereof, or a public authority or with any public department, agency or official of the State or any political subdivision thereof, when immunity has been granted to the witness against subsequent use of such testimony, or any evidence derived therefrom in any subsequent criminal proceeding:

- (a) Such individual, or any firm, partnership or corporation of which he is a member, partner, director or officer may be disqualified for a period of five (5) years after such refusal from submitting proposals for, or entering into or obtaining any contracts, leases, permits or licenses with the IPTC and/or shall be subject to such other action appropriate under the circumstances; and
- (b) this Contract and any and all such existing contracts, leases, permits or licenses made with or obtained by any such individual or with or by the firm,

partnership, or corporation of which he/she is a member, partner, director or officer may be cancelled or terminated by the IPTC or be subject to such action appropriate under the circumstances thereto without incurring any penalty or damages on account of such cancellation or termination, but any monies owing for goods delivered, work done, or rentals, permit or license fees due, prior to the cancellation or termination, shall be paid.

ARTICLE 242 **REQUIREMENTS FOR FEDERALLY-ASSISTED
CONTRACTS**

A. Government Access To Records And Reports

1. In accordance with 49 CFR §18.36(i), the Contractor agrees to provide the IPTC, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.
2. The Contractor also agrees, pursuant to 49 CFR §633.17, to provide the FTA Administrator or his/her authorized representatives, including any Project Management Oversight Contractor, access to Contractor's records and work sites pertaining to a major capital project, defined at 49 U.S.C. §5302(a)1, which is receiving Federal financial assistance through the programs defined at 49 U.S.C §5307, 5309 or 5311.
3. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
4. The Contractor agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case the Contractor agrees to maintain same until the IPTC, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions thereto.

B. Government-Wide Debarment And Suspension (Nonprocurement)

1. In accordance with Executive Order 12549, as implemented by 49 CFR Part 29, a person (as defined in 49 CFR Part 49.105) who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. As a participant in a Federally assisted primary covered transaction (grant recipient), the IPTC is required to obtain a certification entitled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions" from all lower tier participants on this Contract whose contract or agreement will exceed \$100,000.

2. The Contractor will submit for itself and obtain and submit from all subcontractors or suppliers whose contracts will exceed \$100,000 the certification entitled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions” Any subcontract or supplier agreement executed without such certification will be voidable by the IPTC.
3. The Contractor’s completed certification is attached hereto and incorporated into the Contract documents.
4. In the event that Contractor has certified prior to award that it is not debarred, suspended, or voluntarily excluded from covered transactions by any Federal Department or agency and such certification is found to be false, this Contract may be cancelled, terminated or suspended by the IPTC and the Contractor will be liable for any and all damages incurred by the IPTC as a result of such cancellation, termination or suspension because of such false certification.
5. The Contractor will ensure that certifications completed by lower tier subcontractors or suppliers are attached to and incorporated into their subcontracts or agreements.

C. Civil Rights

The following equal employment opportunity requirements apply to this Contract:

1. Nondiscrimination

In accordance with Title VI of the Civil Rights Act , as amended, 42 U. S. C. 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans With Disabilities Act of 1990, 42 U.S.C. §12132, and the Federal Transit Act at 49 U.S.C. §5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

2. Equal Employment Opportunity

The following equal employment opportunity requirements apply to this Contract:

- a. Race, Color, Creed, National Origin, Sex—In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract

Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq. , (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- b. Age—In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- c. Disabilities—In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

3. Subcontracts

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

D. Prohibited Interests

No member, officer, or employee of the IPTC during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

E. No Government Obligation To Third Parties

1. The IPTC and the Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the IPTC, the Contractor, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the Contract.
2. The Contractor also agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

F. Clean Air Requirements—Contracts Exceeding \$100,000

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The Contractor agrees to report each violation to the IPTC and understands and agrees that the IPTC will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include the requirements of the above clause in all subcontracts exceeding \$100,000 issued pursuant to this Contract.

G. Clean Water Requirements—Contracts Exceeding \$100,000

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U. S. C. 1251 et seq. The Contractor agrees to report each violation to the IPTC and understands and agrees that the IPTC will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
2. The Contractor also agrees to include the requirements of the above clause in all subcontracts exceeding \$100,000 issued pursuant to this Contract.

H. Federal Changes

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (7), dated 01 January 2003) between the IPTC and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

I. Restrictions On Lobbying

1. In accordance with the Byrd Anti-Lobbying Amendment, 31 U.S.C. §1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.]—Contractors who apply or propose for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, “New Restrictions on Lobbying.” Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. §1352. Such disclosures are forwarded from tier to tier up to the recipient.
2.
 - a. The Contractor will submit for itself the form entitled “Certification of Restrictions on Lobbying” and if applicable, the form entitled “Disclosure of Lobbying”;
 - b. and obtain and retain from all subcontractors or suppliers whose contracts will exceed \$100,000 the certification entitled “Certification of Restrictions on Lobbying”;
 - c. and obtain from all subcontractors or suppliers, at any tier, whose contracts will exceed \$100,000, and submit to the IPTC, if applicable, the form entitled “Disclosure of Lobbying”;
3. The Contractor, subcontractor or supplier shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such Contractor, subcontractor or supplier under subparagraphs 2a or 2c of this section. An event that materially affects the accuracy of the information reported includes:
 - a. a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
 - b. a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
 - c. a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
4. The Contractor’s completed certification is attached hereto and incorporated into the Contract documents.

5. The Contractor will ensure that certifications completed by lower tier subcontractors or suppliers are attached to and incorporated into their subcontracts or agreements.

J. Program Fraud And False Or Fraudulent Statements And Related Acts

1. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 *et seq* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
2. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.
3. The Contractor also agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

K. Fly America Requirements

1. The Contractor agrees to comply with 49 U.S.C. §40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act.
2. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air

carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements.

3. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

L Seismic Safety

1. This Paragraph is applicable to projects where the construction of the project will be funded in whole or in part with Federal grant monies.
2. The Contractor agrees that any new building or addition to an existing building will be designed in accordance with standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify compliance to the extent required by the regulation. The Contractor also agrees to ensure that all work performed under this Contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance. The completed certification of compliance is to be submitted to the IPTC's Project Manager. The seismic safety standards applicable to this Contract are contained in Section 2312 ICBO Uniform Building Code (UBC).

M. Energy Conservation

The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy plan issued in compliance with the Energy Policy and Conservation Act.

N. Contract Work Hours And Safety Standards Act—Contracts Exceeding \$100,000

1. Overtime Requirements

No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty (40) hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one half times the basic rate of pay for all hours worked in excess of forty (40) hours in such work week.

2. Violation; Liability for Unpaid Wages; Liquidated Damages

In the event of any violation of the requirements of subparagraph 1 of this paragraph N the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of

subparagraph 1 of this paragraph N in the sum of ten dollars (\$10) for each calendar day on which such individual was required or permitted to work in excess of the standard work week of forty (40) hours without payment of the overtime wages required by subparagraph 1 of this paragraph N.

3. Withholding for Unpaid Wages and Liquidated Damages

The IPTC shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under any such contract or any other federal contract with the same prime contractor or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph 1 of this paragraph N.

4. Subcontracts

The Contractor or Subcontractor shall insert in any subcontracts the clause set forth in subparagraphs 1 through 4 of this paragraph N and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any Subcontractor or lower tier subcontractor with the clauses set forth in this paragraph N.

5. Payrolls and Basic Records

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the

actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ARTICLE 243 DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

A. Policy

It is the policy of the IPTC that Disadvantaged Business Enterprises (DBEs), are provided the opportunity to participate in the performance of this Contract. Each Contractor shall take all necessary and reasonable steps to ensure that DBEs participate and perform work on this Contract.

B. Definitions

1. "Disadvantaged Business Enterprise" or "DBE" is a for-profit small business concern, (a) that is at least fifty one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which at least fifty one percent (51%) of the stock of which is owned by one or more individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
2. "Socially and economically disadvantaged individual" means an individual who is a citizen (or lawfully permanent resident) of the United States and who is:
 - a. Any individual the IPTC finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;
 - (ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - (iii) "Native Americans," which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - (iv) "Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the

Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kirbati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;

- (v) "Subcontinent Asian Americans," which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- (vi) "Women"
- (vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business Administration (SBA), at such time as the SBA designation becomes effective.

3. "Certification" means the process by which a business demonstrates to the IPTC that it meets the requirements to be a DBE under the regulations of the U.S. DOT, 49 CFR Part 26 and the IPTC's DBE Program.

C. The DBE Program

1. Any business seeking to participate as a DBE in this Contract must apply for certification with IPTC's Director of Procurement. Any such business must complete an IPTC DBE Disclosure Affidavit, which may be obtained from the IPTC's Director of Procurement. Certification of a business as a DBE by the IPTC means only that the business meets the DBE requirements set forth in CFR Part 26 and IPTC's DBE Program, and does not constitute a representation or warranty by the IPTC that the business is qualified to perform the portion of the work required by its contractual arrangement with the Proposer/Contractor. Prior to Contract award, after and during the performance of the Contract, IPTC reserves the right to re-evaluate the DBE status of previously IPTC-certified businesses.
2. In event the IPTC determines that a firm identified by the Proposer/Contractor as a DBE subcontractor on the DBE Commitment Form is not a bona fide DBE, the Proposer or Contractor shall be informed in writing and will be provided with an opportunity to substitute bona fide DBEs for the IPTC's consideration. Failure of a Proposer or Contractor to effect substitutions in a timely and complete manner may, at the IPTC's sole discretion, constitute cause for the IPTC declining to consider the Proposer or Contractor as having fulfilled the requirement to make good faith efforts to fulfill its responsibility under this article.

D. DBE Obligation

1. The Proposer/Contractor agrees to take all necessary and reasonable steps to ensure that DBEs have the opportunity to compete for and perform work under this Contract. If the total Contract price is increased as a result of

change orders (modifications), the Proposer/Contractor shall make a good faith effort to achieve a commensurate increase in DBE participation.

2. Furthermore, the Contractor will insure that the following clause is placed in every contract or subcontract resulting from this project:

“The Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of U.S. DOT assisted contracts. Failure by the Contractor or Subcontractor to carry out these requirements is a material breach of the contract, which may result in the termination of this contract or such other remedy as the IPTC deems appropriate.”

E. Goal

In accordance with the provisions of 49 CFR Part 26 and its DBE Program, the IPTC has established a goal for DBE participation in this Contract, which the Contractor will be expected to make a good faith effort to meet or exceed. This goal, expressed as a percentage of the total Contract price, including change orders issued pursuant to the change provisions of this Contract is:

_____ %

F. DBE Modifications Or Substitutions

In the event that the Contractor wishes to modify its DBE Commitment Form after a contract is awarded, then the Contractor must notify the IPTC Director of Procurement in writing, and request approval for the modification. The Contractor may not, without IPTC's prior consent, terminate for convenience a DBE Subcontractor approved by IPTC under this Contract and then perform the work of the Contract with its own forces. This will include any changes to items of work, material, services or DBE firms which differ from those identified on the DBE Commitment Form on file with the IPTC Director of Procurement. When a DBE Subcontractor is terminated, or fails to complete its work for any reason, the Contractor must make good faith efforts to find another DBE Subcontractor to substitute for the original DBE. These good faith efforts must be directed at finding another DBE to perform at least the same amount of work under this Contract as the DBE that was terminated or failed to complete its work. The Contractor must provide the IPTC with any and all documents and information as may be requested with respect to the requested substitution. If the IPTC determines that the Contractor failed to make good faith efforts, the IPTC will provide the opportunity for administrative consideration. As part of this reconsideration, the Contractor will have the opportunity to provide written documentation or argument and to meet with a designated IPTC official concerning the issue of whether it met the goal or made adequate good faith efforts to do so. A written decision will be sent to the Contractor explaining the

basis for finding that the Contractor did or did not meet the goal or make adequate good faith efforts to do so.

G. Reporting And Recordkeeping

1. The Contractor shall submit documentation concerning the Contractor's performance in meeting the DBE goal during the period of the Contract.
 - a. If the duration of this Contract is less than one (1) year, within sixty (60) days of execution of this Contract, unless extended by the IPTC in writing, the Contractor shall enter into written subcontract agreement(s) with the DBEs listed in its DBE Commitment Form or with substitutes which have been approved by the IPTC.
 - b. If the duration of this Contract is one (1) year or more, not later than thirty (30) days before a subcontractor commences work on the Contract, unless extended by the IPTC in writing, the Contractor shall enter into written subcontract agreement(s) with the DBEs listed in its DBE Commitment Form or with substitutes which have been approved by the IPTC.
 - c. Copies of the Contractor's executed subcontract agreement(s) with DBEs shall be provided to the IPTC's Director of Procurement by the Contractor immediately upon execution with a duplicate copy mailed to the Project Manager.
2. The Contractor shall submit a work schedule outlining when the DBE Subcontractor(s) will commence and complete work on the project.
3. The Contractor shall submit monthly reports on progress towards meeting its DBE goal. The monthly DBE progress reports shall be mailed to the IPTC's Director of Procurement, with a duplicate copy to the IPTC's Project Manager.
4. The Contractor shall promptly notify the IPTC of any situation in which any regularly scheduled progress payment is not made to a DBE.
5. The willful making of false statements or provisions of incorrect information will be referred for appropriate legal action.

ARTICLE 244 **CONTRACT DOCUMENTS CONTAIN ALL TERMS /
CONTRACTOR HAS EXAMINED CONTRACT**

- A. These Contract Documents contain all the terms and conditions agreed upon by the parties hereto, and no other agreement, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto, or to vary any of the terms contained herein.
- B. The Contractor hereby represents that prior to the execution of this Contract he read each and every clause and section of the Contract and had full opportunity to consider the same and make necessary investigations relating thereto; and he shall not make any claim for, or have any right to, damages or an extension of time for completion of the Contract or any other concession because of any misinterpretation or misunderstanding of this Contract or because of any lack of information.

ARTICLE 245 **ALL LEGAL PROVISIONS INCLUDED**

It is the intent of the parties that each and every provision of law required to be inserted in this Contract should be and is inserted herein. Every such provision is to be deemed to be inserted herein, and if any such provision is not inserted or is not inserted in correct form, then this contract shall be deemed amended by such insertion so as to comply strictly with the law and without prejudice to the rights of either party hereunder.

ARTICLE 246 **NOTICE OF FEDERAL PARTICIPATION**

This procurement is funded in part, or whole, by grant monies supplied through the Federal Transit Administration of the Department of Transportation. The percentage of funding with federal dollars exceeds 50% for this contract and therefore is subject to federal regulations, procedures, and restrictions.

ARTICLE 247 **BUY AMERICA**

This Contract contains an option for final design work. Should the IPTC exercise said option, the construction contract(s) prepared under the final design option will be subject to Buy America requirements of the FTA.

A. The applicable FTA Buy America requirements appear in 49 CFR Part 661.5 and require the following:

1. Except as provided in Sec. 661.7 and Sec. 661.11 of this part, no funds may be obligated by FTA for a grantee project unless all iron, steel, and manufactured products used in the project are produced in the United States.
2. All steel and iron manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

3. The steel and iron requirements apply to all construction materials made primarily of steel or iron and used in infrastructure projects such as transit or maintenance facilities, rail lines, and bridges. These items include, but are not limited to, structural steel or iron, steel or iron beams and columns, running rail and contact rail. These requirements do not apply to steel or iron used as components or subcomponents of other manufactured products or rolling stock.
4. For a manufactured product to be considered produced in the United States:
 - a. All of the manufacturing processes for the product must take place in the United States; and
 - b. All of the components of the product must be of U.S. origin. A component is considered of U.S. origin if it is manufactured in the United States, regardless of the origin of its subcomponents.

CONTRACT NO.: RFP #

In WITNESS WHEREOF, this Contract has been executed by both the INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION and _____, the CONTRACTOR*, on the day and year indicated on the applicable "Acknowledgment" documents. The CONTRACTOR, if a corporation, has also affixed its seal to this instrument on the day and year indicated on the "Acknowledgment for the CONTRACTOR" document.

THE INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

by: _____, Date _____
Michael Terry, President and Chief Executive Officer

REVIEWED BY:

General Counsel _____, Date _____ Procurement Director _____, Date _____

Contract Specialist _____, Date _____ Project Manager _____, Date _____

THE CONTRACTOR

_____ (Seal)

by: _____, Date _____

Title: _____

*The Contractor, if a partnership or corporation, must execute this Contract in the exact firm or corporate name as it appears in its partnership agreement or certificate of incorporation. If the Contractor is a corporation and this Contract is executed by an Officer other than the President or Vice President, the Contractor shall furnish a certified copy of by-laws or a resolution authorizing said Officer to sign, unless same has previously been furnished to the IPTC. If the Contractor is a joint venture, and an individual executes this Contract on behalf of more than one member of the joint venture, documentation shall be furnished establishing such individual's authority to bind each such member.

ACKNOWLEDGMENT FOR THE IPTC

STATE OF INDIANA,)
) SS.:
COUNTY OF)

On this _____ day of _____ 20____, before
me personally

appeared _____ to me known, who,
being by me

first duly sworn, did depose and say: That he/she is the
_____ of the Indianapolis Public Transportation
Corporation, which executed the foregoing instrument and that he/she acknowledged to
me that he/she signed his/her name thereto pursuant to the authorization of said IPTC.

Notary Public

ACKNOWLEDGMENT FOR CONTRACTOR, IF AN INDIVIDUAL

STATE OF INDIANA,)
) SS.:
COUNTY OF)

On this _____ day of _____ 20____, before
me personally

appeared _____ residing at No.
_____ ,

in the City of _____, in the County of
_____ ,

in the State of _____, to me known and known to
me to be the individual described in and who executed the foregoing contract, and he/she
duly acknowledged to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT FOR CONTRACTOR, IF A PARTNERSHIP

STATE OF INDIANA,)
) SS.:
COUNTY OF)

On this _____ day of _____ 20____, before me
personally

appeared

— ,

to me known and known to me to be one of the members of the firm of

_____,

described in and who executed the foregoing instrument, and he/she acknowledged to me
that he/she executed the same as and for the act and deed of said firm.

Notary Public