

**MASTER SERVICES AGREEMENT
BETWEEN GREATER LAFAYETTE PUBLIC TRANSPORTATION CORPORATION
AND _____**

This Agreement is made by and between Greater Lafayette Public Transportation Corporation, 1250 Canal Road, Lafayette, Indiana 47904, hereinafter referred to as GLPTC and _____, hereinafter referred to as Consultant, and collectively referred to as (the "Parties").

In consideration of our mutual promises and understandings as hereinafter set forth, it is mutually understood and agreed as follows:

1. Term

- a. The term of this Agreement shall be effective _____ through _____, unless terminated sooner as provided herein.

2. Scope

- a. During the term of this Agreement, Consultant shall provide to GLPTC the professional services (the "Services") set forth in Attachment(s) or referred to in future attachments stated as Scope of Work(s) ("SOW") which shall be executed by duly authorized individuals of both GLPTC and Consultant and numbered sequentially as deemed necessary by GLPTC.
- b. Consultant will be readily available to provide and complete the Services in accordance with a mutually acceptable schedule.
- c. Consultant agrees that, in furnishing the Services, it shall be acting as an independent contractor in relation to GLPTC and not as an employee or other agent of GLPTC.
- d. Consultant shall have no authority to act for or on behalf of GLPTC or to bind GLPTC without GLPTC's prior express written consent. Consultant acknowledges that it is responsible for its own federal, state, and local income, social security, unemployment, and all other applicable taxes.

3. Compensation

- a. The fee for the services defined in Section 3 above shall be in accordance with a current service fee and discount schedule as identified in the SOW and will not exceed or aggregate total of \$_____.
- b. Pay on a schedule, laid out in the SOW.

4. Consultant Personnel

- a. Consultant shall, at all times, employ qualified and sufficient personnel to perform the contracted services in the manner and within the period of time requested by GLPTC. Consultant further understands that GLPTC has relied on the qualifications and experience of Consultant personnel as the primary basis for awarding this Agreement.

5. No Federal Government Obligation to Third Parties

- a. GLPTC and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying 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 GLPTC, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

- b. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

6. Program Fraud and False or Fraudulent Statements or Related Acts

- a. 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 C.F.R. part 31, apply to its actions pertaining to this Project. 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.

- b. 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 the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.

- c. The Contractor 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.

7. Access to Records and Reports

- a. Record Retention. The Contractor will retain and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at 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 records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors' access to the sites of performance under this contract as reasonably may be required.

8. Public Disclosure of Proposals and Materials

- a. Access to government records, including those held by CityBus, is governed by the State of Indiana.
- b. Proposals, documents, and material pertaining to this RFP become the property of CityBus and shall be open to public inspection.
- c. Proposers are advised that any Proposals, documents, and material they submit to CityBus in response to this RFP or in pursuit of a government-funded contract are open to public inspection. This includes, but is not limited to, Proposals, documents, and material that the Proposer may deem to be confidential or proprietary in nature.
- d. Under the State of Indiana Freedom of Information Act (FOIA), CityBus is obligated to provide access to, or copies of, material it has in its possession when another party makes a FOIA request. CityBus is not allowed to withhold or redact material that the Proposer may find sensitive even if the Proposer identifies the material as confidential, proprietary, trade secret, etc.
- e. Proposers should assume that any material they submit to CityBus will be shared with the public.

- f. CityBus will not notify Proposers or Contractors when a FOIA request is made for information it provided to CityBus.
- g. In the event that CityBus needs to view confidential or proprietary information such as, but not limited to, financial statements, schematics, designs, etc., CityBus will view the material in person. In such cases, the Proposer may be required to bring the material to CityBus's offices for viewing. At other times, CityBus staff may view the material in the Proposer's place of business or at another site.
- h. It is the Proposer's responsibility to provide as complete a Proposal as possible so that CityBus may properly evaluate the Proposer for selection of award. Proposers are invited to indicate in their Proposal or other documents that material pertinent to the Proposer's ability or capacity is available for viewing. However, Proposals that, in CityBus's sole opinion, are too heavily dependent on viewing material and provide little written material on which CityBus may evaluate the Proposer, may receive lower evaluation scores and the Proposer will not be considered further.
- i. CityBus is under no obligation to meet with or view material from Proposers whose Proposals do not fall within a competitive range after evaluation.

9. Publicity

- a. All publicity releases or releases of reports, papers, articles, maps, or other documents in any way concerning this Contract, which the Contractor or any of its subcontractors' desire to make for purposes of public announcement, in whole or in part, shall be subject to approval by the CityBus's Project Manager, or designee, prior to release.

10. Contract Documents and Precedence

- a. The documents embodying the legally binding obligations between CityBus and the Contractor for the work to be performed under the Contract consist of the documents listed below. The Contract documents constituting the Contract between CityBus, and the Contractor are intended to be complementary so that what is required by any one of them shall be as binding as if called for by all of them. In the event of any conflicting provisions or requirements within the several parts of the Contract Documents, they shall take precedence in the following order:
 - 1. The Contract, together with any written change orders or amendments executed subsequent to the Contract, attached exhibits which are part of the Contract as well as documents incorporated in the Contract by reference.
 - 2. CityBus's Specifications and all Terms and Conditions incorporated in the Contract by reference.
 - 3. The Contractor's Proposal, as accepted by CityBus.

- b. CityBus's Solicitation Package
- c. In CityBus's discretion, an agreement covering terms appropriate for a Contract of this nature not covered in this Request for Proposal and the Contractor's Proposal.

11. Contractor Change

- a. Any proposed change in this Contract shall be submitted to CityBus for its prior approval.

12. Written Change Orders

- a. Oral change orders are not permitted. No change in this Contract shall be made unless the Contracting Officer gives prior written approval, therefore. The Contractor shall be liable for all costs resulting from, and/or for satisfactorily correcting, any specification changes not properly ordered by written modification to the Contract and signed by the Contracting Officer.

13. Change Order Procedure

- a. As soon as reasonably possible but no later than thirty (30) calendar days after receipt of the written change order to modify the contract, the Contractor shall submit to the Contracting Officer a detailed price and schedule proposal for the work to be performed. This proposal shall be accepted or modified by negotiations between the Contractor and the Contracting Officer. At the time a detailed modification shall be executed in writing by both parties. Disagreements that cannot be resolved within negotiations shall be resolved in accordance with the contract disputes clause.

14. Price Adjustment for Regulatory Changes

- a. If price adjustment is indicated, either upward or downward, it shall be negotiated between CityBus and the Contractor for changes that are mandatory as a result of legislation or regulations that are promulgated and become effective after the Due Date. Such price adjustment may be audited, where required.

15. Parties

- a. The parties to the contract are the Procuring Agency and the Offeror as set out in the accepted Offer.

16. Succession

- a. The Contract will be binding on the parties, their successors, and assigns.

17. Changes to Federal Laws and Regulations

- a. The contractor understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time.

- b. The contractor agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in the Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies, and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement.
- c. To achieve compliance with changing Federal requirements, the contractor agrees to include in all agreements with subrecipients and third-party contracts financed with FTA assistance specific notice that Federal requirements may change, and the changed requirements will apply to the project as required. All standards or limits set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

18. Termination for Convenience

- a. GLPTC, by written notice, may terminate this contract, in whole or in part, when it is in GLPTC's interest. If this contract is terminated, GLPTC shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

19. Termination for Default

- a. If the Contractor fails to deliver supplies or to perform the services within the time specified in this contract or any extension, or if the Contractor fails to comply with any other provisions of this contract, GLPTC may terminate this contract for default. GLPTC shall terminate by delivering to the Contractor a Notice of Termination specifying the nature of the default. The Contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.
- b. If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of GLPTC.

20. Opportunity to Cure

- a. GLPTC, in its sole discretion may, in the case of a termination for breach or default, allow the Contractor [an appropriately short period of time] in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.
- b. If Contractor fails to remedy to GLPTC's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [10 days] after receipt by Contractor of written notice from GLPTC setting forth the nature of said breach or default, GLPTC shall have the right to terminate the contract without any further obligation to Contractor. Any such termination for default

shall not in any way operate to preclude GLPTC from also pursuing all available remedies against Contractor and its sureties for said breach or default.

21. Waiver of Remedies for any Breach

- a. In the event that GLPTC elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this contract, such waiver by GLPTC shall not limit GLPTC's remedies for any succeeding breach of that or of any other covenant, term, or condition of this contract.

22. Civil Rights and Equal Opportunity

- a. GLPTC is an Equal Opportunity Employer. As such, GLPTC agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, GLPTC agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.
- b. Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

23. Nondiscrimination

- a. In accordance with Federal transit law 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, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

24. Race, Color, Religion, National Origin, or Sex

- a. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e *et seq.*, 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. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.
- b. 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, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- c. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

25. Age

- a. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, 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.

26. Disabilities

- a. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

27. Disadvantaged Business Enterprise (DBE)

- a. The contractor, subrecipient 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 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as GLPTC deems appropriate, which may include, but is not limited to:
 1. Withholding monthly progress payments;
 2. Assessing sanctions;
 3. Liquidated damages; and/or
 4. Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

28. Prohibition of Discrimination in State Contracts

- a. In accordance with I.C. 22-9-1-1, *et seq.*, The contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, the contractor hereby agrees not to discriminate against an employee or applicant

for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.

- b. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- c. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- d. The contractor or their collective bargaining representative will send to each labor union or representative of workers with which they have a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the contractor's commitments.
- e. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Indiana Civil Rights Commission, which may be in effect prior to the taking of proposals for any individual state project.
- f. The contractor will furnish and file compliance reports within such time as upon such forms as provided by the Indiana Civil Rights Commission, said forms may also elicit information as the practices, program, and employment statistics of each subcontractor as well as the contractor themselves, and said contractor will permit access to their books, records, and accounts by the Indiana Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Indiana Civil Rights Commission.
- g. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Indiana, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil

subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.

- h. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Indiana Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

29. Incorporation of FTA Terms

- a. This contract shall be subject to a financial assistance contract between GLPTC and the United States Department of Transportation under the Urban Mass Transportation Act of 1964, as amended. Terms and conditions established under the act shall apply.

30. Debarment, Suspension, Ineligibility and Voluntary Exclusion

- a. The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:
 - 1. Debarred from participation in any federally assisted Award;
 - 2. Suspended from participation in any federally assisted Award;
 - 3. Proposed for debarment from participation in any federally assisted Award;
 - 4. Declared ineligible to participate in any federally assisted Award;
 - 5. Voluntarily excluded from participation in any federally assisted Award; or
 - 6. Disqualified from participation in any federally assisted Award.
- b. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

- c. The certification in this clause is a material representation of fact relied upon by GLPTC. If it is later determined by GLPTC that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to GLPTC, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

31. Remedies

- a. Substantial failure of the Contractor to complete the Project in accordance with the terms of this Agreement will be a default of this Agreement. In the event of a default, GLPTC will have all remedies in law and equity, including the right to specific performance, without further assistance, and the rights to termination or suspension as provided herein. The Contractor recognizes that in the event of a breach of this Agreement by the Contractor before GLPTC takes action contemplated herein, GLPTC will provide the Contractor with sixty (60) days written notice that GLPTC considers that such a breach has occurred and will provide the Contractor a reasonable period of time to respond and to take necessary corrective action.

32. Disputes

- a. In the event of any dispute or disagreement arising out of or related to this Agreement, the Parties agree to engage in good faith negotiations to attempt to resolve such dispute or disagreement. If the Parties are unable to resolve the dispute through negotiations within fourteen (14) days, either Party may initiate mediation. The mediator will be chosen by mutual agreement of the Parties and will have no decision-making authority. The Parties will share equally in the cost of the mediator. If mediation is unsuccessful in resolving the dispute, either Party may pursue any legal remedies available to it. Nothing in this paragraph shall prevent either Party from seeking injunctive relief from the Court.

33. Performance during Dispute

- a. Unless otherwise directed by GLPTC, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

34. Remedies

- a. Unless this Contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the GLPTC and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the GLPTC is located.

35. Lobbying Restrictions

- a. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- b. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

36. Clean Air Act and Federal Water Pollution Control Act

- a. The Contractor agrees:
 1. It will not use any violating facilities;
 2. It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
 3. It will report violations of use of prohibited facilities to FTA; and
 4. It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

37. Energy Conservation

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

38. Indemnification

- a. Subject to any limitations, protections, or immunities under local, state, or federal law, Consultant agrees to indemnify GLPTC, and its trustees, officers, agents, servants, attorneys, employees, successors or assigns ("Indemnified Parties") and hold the Indemnified Parties harmless from and against all liability, losses, damages, claims, liens, and expenses (excluding reasonable attorneys' fees) arising out of or connected with the services performed, Consultant's breach of this Agreement, or resulting from damages incurred by GLPTC by reason of any defect in services furnished hereunder (collectively "Indemnifiable Losses") to the extent that such damages or injuries are caused by Consultant, excepting such liability as may result from the acts of negligence of GLPTC or its employees.

39. Insurance

- a. Consultant and/or its subcontractor(s), if any, shall maintain in force during the period of this Agreement, as appropriate, either (a) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence, or (b) professional liability for negligence, bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
- b. If work is specified to be conducted on GLPTC's premises, Consultant and/or its subcontractor(s), if any, shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of Indiana; (b) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence.
- c. Consultant and/or its subcontractor(s) shall furnish to GLPTC a Certificate of Insurance as proof of insurance coverages required in this Section 15 prior to commencement of the work. Consultant shall name GLPTC as additional insured.

40. Conflict of Interest

- a. An Indiana criminal statute (IC 35-44.1-1-4) prohibits public servants from knowingly or intentionally having a pecuniary interest in, or deriving a profit from, any Agreement or purchase connected with an action by the governmental entity which such person serves, with certain stated exceptions. Accordingly, if any person having any interest in Consultant is an officer or employee of GLPTC, disclosure of this fact must be made so that the possible application of this statute may be investigated.

41. Registration

- a. Indiana business corporation law requires that certain foreign corporations (i.e., corporations not incorporated under Indiana law) organized for profit, if not already qualified to transact business in Indiana, must procure a certificate of admission from the Secretary of State of Indiana, before transacting any business in said State. Information concerning this statute and its administration, and penalties for non-compliance, may be obtained through the Office of the Secretary of State.

42. Force Majeure

- a. In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy its benefits because of natural disaster, epidemic, pandemic or decrees of governmental bodies not the fault of the affected party (hereinafter referenced to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement with immediate effect.

43. Survival

- a. The following sections shall survive termination of this Agreement:
 1. No Federal Government Obligation to Third Parties
 2. Access to Records and Reports
 3. Incorporation of FTA Terms
 4. Indemnification

44. Notices

- a. Any notice or other correspondence required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been given if: (a) served personally, (b) sent by facsimile with confirmation of receipt, or (c) sent by first class mail, postage prepaid, to the addresses set forth below or to such other addresses as either party hereto may designate by notice to the other party.

GLPTC
Greater Lafayette Public Transportation Corp.
1250 Canal Road
Lafayette, IN. 47904
Attn: Bryan D. Smith
Email: bsmith@gocitybus.com

Consultant Information

45. Governing Law Exclusive Jurisdiction; Exclusive Venue

- a. This Agreement is entered into in Indiana and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the State of Indiana. Courts of competent authority located in Tippecanoe County, Indiana shall have sole and exclusive jurisdiction of any action arising out of or in connection with this Agreement, and such courts shall be the sole and exclusive venue for any such action.

46. General

- a. In the event any party hereto pursues litigation to enforce this Agreement then, the prevailing party is entitled to recover reasonable attorneys' fees and court costs. If any provision of this Agreement is declared to be invalid by a court of competent jurisdiction, such provision shall be severed from this Agreement and the other provisions hereof shall remain in full force and effect. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants, or undertakings other than those expressly set forth herein. Amendments, modifications, or changes of or to this Agreement must be made in writing and signed by a duly authorized representative of both parties. Neither party may assign any rights under this Agreement. Subject to the foregoing sentence, this Agreement shall be binding upon GLPTC and Consultant, their successors, and assigns.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

CONSULTANT

**GREATER LAFAYETTE PUBLIC
TRANSPORTATION CORPORATION**

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____