



**INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION  
MODIFICATION / AMENDMENT OF CONTRACT**

Amendment /Modification No.	<b>3</b>	Contract Number:	<b>16-11-243</b>	4/26/2019	Page <b>1</b>	of <b>1</b>	Page <b>1</b>
Issued By:	<b>Indianapolis Public Transportation Corporation</b> <b>1501 West Washington Street</b> <b>Indianapolis, Indiana 46222</b>			Signature / Administered By:	<b>David L. Adamson</b> 		
Department Requesting:	<b>Procurement</b>			Grant Number:	<b>N/A</b>		
Name and Address of Contractor (No., street, county, State and ZIP Code)				Project Manager			
<b>BYD Coach &amp; Bus</b> <b>Attn: Bobby Hill</b> <b>1800 South Figueroa Street</b> <b>Los Angeles, CA 90015</b>				<b>Justin Stuehrenberg</b> Project Manager Signature 			
Check One	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN THE DESCRIPTION OF AMENDMENT/MODIFICATION ARE MADE IN THE CONTRACT NUMBER AS SPECIFIED ABOVE.						
	THE ABOVE NUMBERED CONTRACT IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN THE DESCRIPTION OF AMENDMENT/MODIFICATION BELOW.						
	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
<b>X</b>	OTHER (Specify type of modification and authority) <b>Amendment to IPTC Rolling Stock Contract with BYD Coach &amp; Bus executed 10/31/2017</b>						
<b>IMPORTANT:</b>	Contractor IS	<b>X</b>	is not		Required to sign this document and return	<b>2</b>	copies to the IPTC
Description of Amendment/Modification (Organized by Section Headings, including solicitation/contract subject matter where feasible.) To satisfy the requirements of IPTC's specification that BYD buses meet a range of 275 miles under any reasonably condition and at any point in the 12-year life of the bus, the Parties have agreed to modify the contract as follows:  At no additional charge to IPTC, BYD agrees to provide the following: 1. Construction of three (3) primary wireless charging pads, associated concrete driveways and walkways, and all external power systems required (excepting only the transformer) installed on the bus route(s) at locations specified by IPTC, inclusive of all costs associated with construction, project management and wireless charging pad equipment; and, 2. Secondary wireless bus charging systems for each of BYD's K11 buses provided to IPTC under the terms of this Agreement, inclusive of costs associated with on-site installation and bus charging system equipment. The Parties further agree that, 1. It shall be the responsibility of IPTC to identify and secure the location for installation of the charging stations; 2. IPTC shall assist in the acquisition of all construction permits necessary to complete the installation of wireless charging pads on the IPTC bus route; 3. IPTC shall secure all equipment and support needed from the local electric utility to bring electrical power and a transformer to the site and be the responsible Party for utility payments to the electric utility. 4. IPTC retains the right to pursue any and all available legal and equitable remedies in the event the wireless charging stations do not allow BYD to meet the range requirements specified by IPTC, and detailed herein, including, but not limited to, the right to request that BYD provide additional buses equipped with wireless charging systems and/or or additional wireless charge pads, including the costs associated with construction and project management.  <b>Except as provided herein, all terms and conditions of the document referenced above, as heretofore changed, remains unchanged and in full force and effect.</b>							
Name and Title for Contractor/Vendor /Agent (Type or Print)				Name and Title for Indianapolis Public Transportation Corp.			
<i>Bobby Hill</i>				<b>Michael Terry, President / CEO</b>			
<i>Bobby Hill</i>		DATE	President / CEO Signature		DATE		
<i>Bobby Hill</i>		<i>5/18/19</i>	<i>Michael Terry</i>		<i>5/15/19</i>		