

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. TBD (IFB/RFP NO.)

TBD (SOLICITATION TITLE)

FIRM FIXED PRICE CONTRACT

BETWEEN

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

AND

(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)

TO BE FILLED IN AT TIME OF AWARD

EFFECTIVE DATE

**LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
FIRM FIXED PRICE CONTRACT**

CONTRACT NO: TBD (IFB/RFP NO.)

Between

**LOS ANGELES COUNTY
METROPOLITAN TRANSPORTATION AUTHORITY
ONE GATEWAY PLAZA
LOS ANGELES, CA 90012-2952**

and

(NAME OF CONTRACTOR TO BE FILLED IN AT TIME OF AWARD)

TBD (SOLICITATION TITLE)

This Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (Metro), and [REDACTED] (Contractor).

In consideration of the mutual covenants of the parties as set forth below, the parties hereby agree as follows:

ARTICLE I: CONTRACT DOCUMENTS ORDER OF PRECEDENCE

- A. This Contract includes this Form of Contract and the other following Contract Documents and Attachments, which are incorporated herein and made a part of this Contract.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:

[Delete those items that do not apply to this contract, then delete this line]

- 1. Form of Contract
- 2. Regulatory Requirements, (Pro Form [REDACTED], Dated [REDACTED])
- 3. Special Provisions, (Pro Form [REDACTED], Dated [REDACTED])
- 4. General Conditions, (Pro Form [REDACTED], Dated [REDACTED])
- 5. Compensation and Payment Provisions, Firm Fixed Price, (Pro Form [REDACTED], Dated [REDACTED])
- 6. Statement of Work (SOW. XXXX, suggest last four digits of solicitation) (Dated [REDACTED])

[Add such other contract documents as are required for the particular contract, e.g. applicable Manuals, Procedures, Reports]

- C. An Amendment or Change to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

ARTICLE II: DEFINITIONS

Capitalized terms, abbreviations and symbols used in this Contract are defined in the Article in the General Conditions entitled GLOSSARY OF TERMS. Additional terms may be defined in the Special Provisions or the Statement of Work.

ARTICLE III: WORK TO BE PERFORMED

Contractor shall perform the Work as is more fully described in the Statement of Work, to **[summary description and location of the Work]** (see Exhibit **TBD**).

ARTICLE IV: COMPENSATION

- A. Contract Price

In consideration of the Contractor's full performance of the Work, and in accordance with the terms of the Contract, Metro will pay the Contractor the Contract Price of \$_____ as provided in this Article and in the Contract Document entitled Compensation and Payment Provisions.

[add if the Firm Fixed Price is paid on a Payment Schedule]

[If Retention Scheduled is applicable, reference it here, and insert the retention schedule as an Exhibit]

- B. Payment Schedule

Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon the **[insert either – (following Payment Schedule:) or (Payment Schedule attached hereto as Exhibit ____.)]**

[If, applicable, insert the Payment Schedule]

[For construction, the Payment Schedule may be derived from the Schedule of Quantities and Prices from the Bid Forms as submitted by the Contractor]

- C. Applications for Progress Payments **[i.e., billing milestones/monthly progress payments, this is a negotiated term]**

All Applications for Progress Payments shall be submitted in writing in accordance with the Contract Documents entitled COMPENSATION AND

PAYMENT AND THE SPECIAL PROVISIONS, as applicable, and delivered or mailed to Metro as follows:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P.O. Box 512296
Los Angeles, CA 90051-0296
Contract No. **TBD (IFB/RFP No.)**

D. Final Payment

The Application for Final Payment shall be marked **FINAL** and a copy sent to Metro's Authorized Representative.

- E. Effective January 1, 2009, Metro started payment of invoices via Electronic Funds Transfer (EFT) which guarantees faster payments and is a more secure and efficient way to make payments. If you have not already done so, you will be required to sign up for EFT, unless you request a waiver in writing. Please call (213) 922-6811, then press option # 7 for EFT forms.

ARTICLE V: CONTRACT TERM AND PERIOD OF PERFORMANCE

The Effective Date of this Contract is **(insert date)**. The Period of Performance of this Contract shall begin on **[insert either the Effective Date or the date set forth in the Notice to Proceed]** (hereinafter "Commencement Date"). Contractor shall complete all Work under the Contract within **[]** calendar days after the Commencement Date, unless this Contract is terminated earlier or extended by Metro, in writing, as provided in the Contract.

ARTICLE VI: LIMITATION OF FUNDS [USE AS NEEDED]

Funding for this Contract is based upon the availability of funds determined by Metro's fiscal budget, which runs from July 1 through June 30 of each fiscal year. If funding is not approved for any subsequent fiscal year during which this Contract is in effect, Metro will issue a stop work notice.

Intentionally Left Blank

ARTICLE VII: ENTIRE AGREEMENT

This Contract includes this Form of Contract, all other Contract Documents incorporated pursuant to Article I herein, and all Attachments and other documents incorporated herein by inclusion or by reference, and constitutes the complete and entire agreement between Metro and Contractor and supersedes any prior representations, understandings, communications, agreements or proposals, oral or written.

**CONTRACTOR NAME
PHYSICAL ADDRESS
EMAIL ADDRESS
PHONE NUMBER**

**LOS ANGELES COUNTY
METROPOLITAN
TRANSPORTATION AUTHORITY**

ARTHUR T. LEAHY
CHIEF EXECUTIVE OFFICER

BY: _____

SIGNATURE OF AUTHORIZED OFFICIAL

BY: _____
(PRINT OR TYPE NAME)

DATE

TITLE

APPROVED AS TO FORM
ROBERT E. KALUNIAN
ACTING COUNTY COUNSEL

DATE

BY: _____
DEPUTY

TAX ID NO.: _____

EXHIBIT TBD - STATEMENT OF WORK

Insert when contract is conformed

EXHIBIT **TBD – INSURANCE REQUIREMENTS**

