

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. TBD (IFB/RFP NO.)

TBD (SOLICITATION TITLE)

COST REIMBURSABLE 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
COST REIMBURSABLE 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 AND 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, certifications 6-10 required for Federally Funded contracts]

- 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, Cost Reimbursable Contract, (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 and Drawings]

- 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 of the Work]** (see Exhibit **TBD**).

ARTICLE IV: COMPENSATION

[Choose one and delete this comment and entire line]

- A. Except as may be otherwise expressly provided, in consideration of the Contractor's performance of the Work, and in accordance with the terms of the Contract, Metro will pay the Contractor reimbursable costs Not to Exceed (NTE) _____ dollars, (\$ _____) and a fixed fee of _____ dollars (\$ _____) for a Contract Value of _____ dollars (\$ _____) payable in accordance with the contract document entitled COMPENSATION AND PAYMENT PROVISIONS.
- B. Total compensation for all work shall not exceed the Contract Value. Costs exceeding the Contract Value shall not be reimbursed by Metro and will be at the sole expense of the Contractor.
- C. Contractor shall be compensated based upon the reimbursable costs schedule, plus Fixed Fee set forth in the Advanced Memorandum of Costs attached hereto as Exhibit 1. The rates established in Exhibit 1 are provisional rates. The final rates will be established in accordance with the Compensation and Payment Provisions of this Contract.

[Or - for Contracts with Cost Type Task Orders, use the Indefinite Delivery Contract boilerplate with the applicable ordering clause (ref. Special Provisions)]

- A. Except as may be otherwise expressly provided, Metro will pay Contractor the NTE amount set forth in each Task Order. Metro is not obligated to issue any Task Order(s).

Select one of the following "B" bullets, and delete the bullet not selected,

- B. The total contract value shall not exceed [REDACTED] dollars (\$ [REDACTED]) and shall be payable in accordance with the Contract Document entitled Compensation and Payment Provisions of this Contract.

Or

- B. The total Contract Value shall not exceed the sum of the total task orders issued and shall be payable in accordance with the contract documents entitled Compensation and Payment Provisions of this contract.
- C. Contractor shall be compensated based upon the reimbursable costs schedule, plus Fixed Fee set forth in the Advance Memorandum of Costs attached hereto as Exhibit 1. The rates established in exhibit 1 are provisional rates. The final rates will be established in accordance with the Compensation and Payment Provisions of this Contract.

ARTICLE V: INVOICES

- A. All invoices shall be submitted in writing in accordance with the Contract Documents entitled COMPENSATION AND PAYMENT PROVISIONS 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.)

The invoice for final payment shall be marked FINAL and a copy sent to Metro's Authorized Representative.

- B. 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 VII: PERIOD OF PERFORMANCE

The Effective Date of this Contract is (insert date). The Period of Performance of this Contract shall commence 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 the Period of Performance,, unless this Contract is terminated earlier or extended by Metro, in writing, as provided in the Contract.

ARTICLE VIII: 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.

ARTICLE IX: ENTIRE AGREEMENT

The 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)

TITLE

DATE

DATE

APPROVED AS TO FORM
ROBERT E. KALUNIAN
ACTING COUNTY COUNSEL

BY: _____
DEPUTY

TAX ID NO.: _____

**EXHIBIT 1 ADVANCED MEMORANDUM OF COST
FOR CONTRACT TBD (IFB/RFP No.)**

EXHIBIT TBD - STATEMENT OF WORK

Insert when contract is conformed

EXHIBIT **TBD – INSURANCE REQUIREMENTS**

