

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY

CONTRACT NO. TBD (IFB/RFP NO.)

TBD (SOLICITATION TITLE)

TIME AND MATERIAL 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
TIME AND MATERIAL 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 _____ (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 _____, Dated _____)
- 3. Special Provisions, (Pro Form _____, Dated _____)
- 4. General Conditions, (Pro Form _____, Dated _____)
- 5. Compensation and Payment Provisions, (Pro Form _____, Dated _____)
- 6. Statement of Work, (SOW. XXXX, suggest last four digits of solicitation) (Dated _____)

[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 and location of the Work]** (see Exhibit **TBD**).

ARTICLE IV: COMPENSATION

[Select One]

- 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 this Contract, the Metro will pay the Contractor a Contract Price Not to Exceed (NTE) Dollars (\$_____) at the **[Fixed Unit Prices or Rates]** set forth **[either [below] or [in the Schedule of Supplies and Services (Attachment 1), or in the Schedule of Contract Deliverables (Attachment 2)]** as compensation in full payable in accordance with the Contract Document entitled Compensation and Payment.

or

[Incorporate Prices or Rates unless the Rate Schedule is incorporated within the Special Provisions.]

- B. Total compensation for all Work shall not exceed the Contract value. Any costs incurred in excess of the Contract value without the exercise of any Option contained in the Contract or a prior written Amendment or Change Order to the Contract will not be reimbursable costs hereunder and will not be compensated by the Metro, and will be at the sole expense of the Contractor.

ARTICLE V: INVOICES

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 the 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 the Metro's Authorized Representative.

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 VI: 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 the Metro, in writing, as provided in the Contract.

ARTICLE VII: LIMITATION OF FUNDS [USE AS NEEDED]

Funding for this Contract is based upon the availability of funds determined by the 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 VIII: 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 the 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

SIGNATURE OF AUTHORIZED OFFICIAL

BY: _____

BY: _____
(PRINT OR TYPE NAME)

DATE

TITLE

APPROVED AS TO FORM
ROBERT E. KALUNIAN
ACTING COUNTY COUNSEL

DATE

BY: _____
DEPUTY

TAX ID NO.: _____

ATTACHMENT 1

Schedule of Supplies and Services

A. Labor

| Qty Estimated/unit | Labor Category | Billing Rate | Total Ceiling Price per Labor Category |
|--------------------|----------------|--------------|--|
|--------------------|----------------|--------------|--|

B. Other Direct Costs

| Direct Cost | Qty Estimated | Ceiling Price per Direct Cost Category |
|-------------|---------------|--|
|-------------|---------------|--|

ATTACHMENT 2

Schedule of
Contract Deliverables

| Line Item | Quantity | Item | Delivery Date |
|-----------|----------|------|---------------|
|-----------|----------|------|---------------|

EXHIBIT TBD - STATEMENT OF WORK

Insert when contract is conformed

EXHIBIT TBD – INSURANCE REQUIREMENTS

