

LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY
FIRM FIXED PRICE EZ FORM PUBLIC WORKS CONTRACT
CONSTRUCTION UNDER \$25,000

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 (pick one federally funded or state/locally funded] Contract is entered into by and between the Los Angeles County Metropolitan Transportation Authority (Metro), and (Contractor).

This Contract covers the cost of furnishing labor, materials and equipment to complete the Work. Contractor shall perform all Work in a skillful and workmanlike manner. Metro shall, at all times, have access to and, upon reasonable notice, may inspect the Work and shall have the right to reject any Work that does not meet Contract requirements.

Subject to the order of precedence, all contract documents are complementary indicating all aspects of the Work and the Contractor shall interpret the Contract as a whole.

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, the Contract Documents listed in Section B, and all Attachments, all of which are incorporated herein and made a part of this Contract.
PLEASE READ ALL CONTRACT DOCUMENTS; THEY ALL APPLY.
- B. Except as otherwise specified herein, in the event of any conflict, the precedence of the Contract Documents shall be as follows:

1. Form of Contract
2. Regulatory Requirements (Pro Form 039, Dated 00/00/00) available for electronic download from Metro's website, http://www.metro.net/EBB/contract_templates/2-008_039_Regulatory_Requirements.pdf
3. General Conditions-Public Works Under \$25,000
4. 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]

- C. A Modification to this Contract shall take its precedence from the term it amends. All other documents and terms and conditions shall remain unchanged.

ARTICLE II: COMPENSATION

- A. Contract Price. In consideration of the Contractor's full performance of the Work and acceptance by Metro, and in accordance with the terms of the Contract, the Metro will pay the Contractor the Contract Price of \$_____ as provided in this Article.
- B. Payment Schedule. Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon [insert either – (the following Payment Schedule:) or (the Payment Schedule attached hereto as Exhibit ____)] or (Acceptance of the Work.)]
- C. Invoicing. The Contractor shall submit an original and two copies of each invoice (\$5,000 minimum invoice amount). Each invoice shall include the date, contract number, and description of the work completed. The Contractor shall also submit a Certification for Request for Payment attached as Exhibit 1. The Metro shall pay the Contractor within thirty (30) days after the receipt of an acceptable invoice. Invoices shall be 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.)**

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.

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

ARTICLE III: CONTRACT TERM AND PERIOD OF PERFORMANCE

Metro will issue a Notice to Proceed (NTP) which will state the Commencement Date and other information as provided in this Contract.

The Period of Performance of this Contract shall begin on **the date identified in the NTP** (hereinafter "Commencement Date"). Contractor shall complete all Work under the Contract by [insert date] (hereinafter "Completion Date"), unless this Contract is terminated earlier or extended by the Metro, in writing, as provided in the Contract.

ARTICLE IV: INSURANCE

See Insurance Requirements Exhibit TBD

ARTICLE V: SUBCONTRACTORS AND SUPPLIERS

The following table lists the Subcontractors and Suppliers as listed in the Contractors quote:

Contractor shall not make any addition or substitution of any Subcontractor subject to the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100 et seq. except in accordance with the Act.

FOLLOWING INFORMATION TO BE INCORPORATED WHEN CONTRACT IS CONFORMED

Sub-Contractor	Type of Work	License Type and No.
Name: Address: Phone:		

Supplier	Material Supplied
Name: Address: Phone:	

ARTICLE VI: STANDARD WORK PERIODS

A. Standard Work Day

Standard Work Day is defined as a **??NUM#** hour day commencing at **??1STHOUR#** [a.m. or p.m.] and ending at **??LASTHOUR#** [a.m. or p.m.] consisting of [1, 2 or 3] shifts of **??NUM#** hours each. The first shift commences at **??1STHOUR#** [a.m. or p.m.] and ends at **??LASTHOUR#** [a.m. or p.m.]. The second shift commences at **??1STHOUR#** [a.m. or p.m.] and ends at **??LASTHOUR#** [a.m. or p.m.]. The third shift commences at **??1STHOUR#** [a.m. or p.m.] and ends at **??LASTHOUR#** [a.m. or p.m.].

B. Standard Work Week

A Standard Work Week is defined as a **??NUM#** day period, commencing on **??1STDAYOFWEEK#** and ending on **??LASTDAYOFWEEK#**.

ARTICLE VII: COOPERATION WITH METRO OPERATIONS

(Choose The Option Applicable To The Work)

Option 1 (Rail Facilities)

- A. The Contractor shall perform its Work in such manner and at such times as to not endanger or interfere with the safe operation of the tracks and property of the Metro and the traffic moving on such tracks, as well as wires, signals and other property of the Metro, their tenants or licensees, at or in the vicinity of the Work.
- B. Contractor's performing Work requiring track usage are required to attend track allocation meetings held to coordinate use of track for operation , construction or testing. "Red Tag Areas" will be defined at the Track Allocation meetings. Contractors wanting to work or perform tests in the" Red Tag Areas" must submit track occupancy and access requirements.
- C. Contractor's employees performing Work must complete rail safety training. Depending on the employee's assignment, training will require one to five hours.

Option 2 (Bus, Sector or Other Facilities)

The Contractor shall perform its Work in such manner and at such times as to not endanger or interfere with the safe operation of the facility.

ARTICLE VIII: 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 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

BY: _____

SIGNATURE OF AUTHORIZED OFFICIAL

BY: _____
(PRINT OR TYPE NAME)

DATE

TITLE

DATE

TAX ID NO.: _____

APPROVED AS TO FORM BY COUNTY COUNSEL ON (11/24/04).

TBD (IFB/RFP No.)
TBD (Solicitation Title)

EXHIBIT 1 - PAYMENT CERTIFICATION

1. I hereby certify to the best of my knowledge and belief that:
 - A. This Payment Request represents a true and correct statement of the Work performed;
 - B. The Work completed to date under this Contract is in full accordance with the terms of the Contract; and
 - C. All Subcontractors and/or Suppliers who have performed Work on the project through the closing date of the prior Payment Request have been paid their proportionate share of all previous payments from the Metro.

2. I understand that it is a violation of both the federal and California False Claims Acts to knowingly present or cause to be presented to the Metro a false claim for payment or approval. A claim includes a demand or request for money. It is also a violation of the False Claims Acts to knowingly make use of a false Record or statement to get a false claim paid. The term "knowingly" includes either actual knowledge of the information, deliberate ignorance of the truth or falsity of the information, or reckless disregard for the truth or falsity of the information. Proof of specific intent to defraud is not necessary under the False Claims Acts. I understand that the penalties under the Federal False Claims Act and State of California False Claims Act are non-exclusive, and are in addition to any other criminal and/or civil remedies which the Metro may have either under contract or law.

I certify under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct

Firm: _____

Signature: _____

Name of Certifying Official: _____

Title: _____

Date of Execution: _____

EXHIBIT TBD - STATEMENT OF WORK

Insert when contract is conformed

EXHIBIT TBD – INSURANCE REQUIREMENTS

