DRAFT CONTRACT

between

CONTRACTOR <u>Project Manager</u> Telephone: Email:	))))

EXPOSITION METRO LINE CONSTRUCTION AUTHORITY
METROLINK COMMUTER RAIL SYSTEM

IFB NO. XP8902-016
PHASE 2 MAINTENANCE & OPERATIONS FACILITY CONSTRUCTION

AGREEMENT

This Contract is made and entered into as of this _____ day of _____, 20__, by and between the EXPOSITION METRO LINE CONSTRUCTION AUTHORITY (hereinafter referred to as "Authority") and _____ (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, Authority is a public entity of the State of California authorized by its enabling legislation in Chapter 7 of the Public Utilities Code to award contracts on the basis of price or competitive negotiation or both, in accordance with State and Federal laws relating to procurement.

WHEREAS, the Authority was established for purposes of awarding and overseeing final design and/or construction contracts for the Exposition Metro Line Light Rail Project (Project).

Whereas, the Authority conducted a competitive procurement process (IFB XP8902-016) to select a qualified contractor to construct the Phase 2 Maintenance and Operations Facility.

WHEREAS, Authority desires to hire a Contractor to perform the Work.

WHEREAS, Contractor has indicated it is qualified to perform such Work and (1) has reviewed all the available data furnished by Authority pertinent to the Work to be rendered; (2) has inspected and reviewed the Work to be rendered; (3) will exercise the ordinary care and skill expected of a firm performing this type of Work; and (4) is willing to accept responsibility of performing the Work for the compensation and in accordance with the terms, requirements and conditions herein specified.

NOW, THEREFORE, for the consideration hereinafter stated, the parties agree to the following terms and conditions.

I. PERIOD OF PERFORMANCE AND NOTICE TO PROCEED

The Contractor shall perform and complete all Work under the Contract within XXXX Days from the effective date of the Notice to Proceed, unless otherwise altered through a written Change Order to this Contract. The completion date for this project is Date/ Month/Year.

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II. DEFINITIONS

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

III. WORK TO BE PERFORMED

Contractor shall perform the Work as is more fully described in the Technical Specification and Drawings for Phase 2 Maintenance and Operations Facility.

IV. COMPENSATION

A. In consideration of the Work performed, the Authority shall pay the Contractor an amount not to exceed the Total Contract Price the sum of which is _____ dollars ($_____), payable as provided in the Contract and pursuant to the Schedule of Quantities and Prices as follow. The Authority shall retain from each Progress Payment ten percent (10%) of the Progress Payment as part security for the fulfillment of the Contract by the Contractor.

B. Payment Schedule
Except as otherwise expressly provided, the Contract Price shall be paid to the Contractor based upon the Payment Schedule.Contractor shall submit an Application for Progress Payments including a Schedule of Values based on the Schedule of Quantities and Prices.

C. Applications for Progress Payments
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 the Authority as follows:

Exposition Metro Line Construction Authority
Attn: Document Control
707 Wilshire Boulevard, 34th Floor
Los Angeles, CA 90017

Contract No. XP8902-016

D. Final Payment
The Application for Final Payment shall be marked FINAL and a copy sent to Project Manager.

III. CONTRACT DOCUMENTS

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The Contract Documents consist of the following documents, all of which shall be incorporated by reference into the Contract and made part of the Contract. Except as otherwise expressly specified in the Contract, in the event of a conflict between provisions of the Contract Documents, the following order of precedence shall prevail:

1. Contract and Recitals
2. General Conditions
3. General Requirements
4. Change Orders
5. Plans and Specifications
6. Drawings
7. Labor Compliance Manual
8. Project Labor Agreement
9. Small Business Enterprise Program

IV. CONTACT INFORMATION

	Authority	Contractor Name
Address	_____	_____
	_____	_____
City, State, Zip	_____	_____
Engineer Name	_____	Project Manager Name
	_____	
Telephone	_____	_____
E-mail	_____	_____
Contract Administrator	Cheryl Johns	
Telephone	213-243-5505	
E-mail	cjohns@exporail.net	

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed on the date shown below, and effective on the date first hereinabove written.

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CONTRACTOR
Name of Firm

_____
Name
Title

_____
Date

_____
Name
Title

_____
Date

Tax I.D. No. _____

EXPOSITION METRO LINE
CONSTRUCTION AUTHORITY

_____
RICHARD D. THORPE
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM:

_____

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