

Santa Barbara Metropolitan Transit District

Nova Bus Flooring Replacement

MASTER AGREEMENT with **[insert contractor name in caps]**

THIS AGREEMENT is entered into by and between Santa Barbara Metropolitan Transit District, an incorporated transit district under Sections 95000, et seq. of the California Public Utilities Code ("MTD"), and **[insert contractor name]**, a **[insert state name]** **[insert business type]** ("Contractor"), at Santa Barbara, California, as of the later date set forth below the signatures executing this Agreement.

WHEREAS:

A. Santa Barbara Municipal Transit District (MTD) is soliciting bids to replace the Altro floor covering in ~~fourteen (14) 1998~~ 40-ft. Nova buses. The work is to include replacement of floor covering and repair of bus subfloors as needed in seven 40-ft. Nova buses, with options of up to an additional seven buses.

B. Contractor represents that it has the knowledge and experience to carry out the Project, and desires to carry out the Project pursuant to the terms and conditions hereof, and;

C. Based upon the representations made by Contractor, MTD desires to retain the services of Contractor to carry out the aforesaid Project, upon the within terms and conditions.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Effect of Recitals. The foregoing recitals are hereby made express provisions of this Agreement.
2. FTA Provisions. Not applicable to this agreement.
3. Public Works Provisions. Not applicable to this agreement.
4. Statement of Work. MTD has heretofore issued on ~~June 8, 2017, May 24, 2017~~ the statement of work contained in Invitation for Bids (IFB) for Nova Bus Flooring Replacement, a true copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference.
5. Bid. Contractor has heretofore submitted on **[insert date]** a bid to carry out the Project, true copies of relevant parts are attached hereto as Exhibit "B" and incorporated herein by this reference.
6. Order of Control. Contractor shall carry out the Project described in Exhibit "A" to this Agreement for the price quoted in Exhibit "B." All work and services shall be performed according to and controlled by the terms and provisions of this Agreement and the exhibits attached hereto. In the event of any conflict between the contract documents, the following order of control shall prevail: MTD Master Agreement, Exhibit "A," Exhibit "B."
7. Contract Price. Contractor shall carry out the Project for a fixed price of **[insert price]**, which is in accordance with Exhibit "B." Any options exercised by MTD shall be billed at a per-bus rate of **[insert price]**, which is in accordance with Exhibit B. Any subfloor repair or replacement approved by MTD shall be billed at a rate of **[insert price]** per square foot, which is in accordance with Exhibit B.
8. Payment. Contractor shall submit an invoice to MTD for each of the ~~fourteen (14)~~ buses upon completion of all work in the Statement of Work for a particular bus. Payment from MTD shall be made to Contractor no later than thirty (30) days after acceptance by MTD (see paragraph 15) and receipt of a valid invoice, which shall be sent to: Santa Barbara MTD, Attn: Accounts Payable, 550 Olive Street, Santa Barbara, CA 93101.
9. Taxes. MTD is exempt from the payment of Federal Excise and Transportation taxes. Unless specified otherwise in the Agreement, MTD is subject to applicable California Sales Tax for Santa Barbara County, which shall have been included in the Contractor's bid and shall be included on the Contractor's invoice.
10. Project Schedule. The project shall be completed within the schedule included in the Statement of Work.