

CONTRACT NO. _____

**NATIONAL RAILROAD PASSENGER CORPORATION
(AMTRAK)
SERVICES CONTRACT**

THIS CONTRACT is entered into as of the ____ day of _____, ____ by and between **Bob Ballev & Associates, L.L.C.**, a **Limited Liability Corporation** organized under the laws of **the State of Texas**, with its principal office located at **3333 Chapel Wood Court, Fort Worth, Texas, 76116-1226** (“Contractor”) and the National Railroad Passenger Corporation, a corporation organized under 49 U.S.C. §24101 *et seq.* and the laws of the District of Columbia, with its principal office located at 60 Massachusetts Avenue, N.E., Washington, DC 20002 (“Amtrak”).

For and in consideration of the mutual promises and agreements contained herein, the parties agree as follows:

1. Services: Contractor will provide the services and, if applicable, the deliverables (“Services”) set forth on the attached Statement of Services. Services will be performed in strict compliance with the Contract Documents referenced in Section 9 hereof.

2. Period of Performance: Amtrak will issue a Notice to Proceed (“NTP”) upon Amtrak’s receipt of the Submittals set forth in Section 7 hereof. Contractor will not perform any Services until after receipt of the NTP. Contractor shall commence performance of the Services within ____ () days after receipt of the NTP and shall complete the Services within ____ () days after receipt of the NTP.

3. Compensation:

A. *As compensation for the Services, Amtrak shall pay Contractor in accordance with the Pricing Schedule attached hereto, **one hundred thousand dollars (\$100,000.00)**, with a Not to Exceed amount of **one hundred thousand dollars (\$100,000.00)**.* Payment will be made in accordance with an Amtrak-approved payment schedule, upon satisfactory completion of the designated part of the Services and Amtrak’s acceptance thereof.

B. Contractor shall submit invoices and supporting documentation to:

National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, Mailbox #____
Philadelphia, PA 19104
Attention: _____
Telephone: _____

C. Amtrak shall submit payments required to be made hereunder to Contractor at the remit address set forth on Contractor’s invoice.

4. Key Personnel: The following individuals are considered to be “Key Personnel” as that term is defined in Section 11 of the General Provisions: **None**

5. **Amtrak's Authorized Representatives:** For this Contract, the Contracting Official and, if applicable, the Contracting Official's Technical Representative, as those terms are defined in Sections 1 and 36 of the General Provisions are:

Contracting Official: _____

Contracting Official's Technical Representative: _____

6. ~~**Pre-performance Conference:** A duly authorized representative of Contractor must attend a mandatory pre performance conference to be held at the following date, time and location: _____.~~ *[Buyer: This clause is optional, depending on the circumstances.]*

7. **Submittals:** Within ten calendar days after issuance of the Notice of Award and prior to commencement of any Services, Contractor shall return to Amtrak (and, if necessary, execute) the following documents ("Submittals"). Submittals must be forwarded to the National Railroad Passenger Corporation (Amtrak), 30th Street Station, 2955 Market Street, 5th Floor South, Mailbox # _____, Philadelphia, PA 19104, Attention: _____.

- a. Two executed **originals** of this Contract; *[Buyer: only one if Amtrak signs first.]*
- b. Required Certificate(s) of Insurance as specified in Section 25 of the General Provisions; and
- c. ~~Payment and Performance Bonds, if required under the General Provisions.~~ *[Buyer: Note, bonds are not required for all Services contracts. Modify as appropriate.]*

Contractor's failure to furnish the Submittals within the time specified herein may result in Amtrak's cancellation of the Notice of Award and Contractor being liable to Amtrak for any costs of reprocurring the Services which exceed the amount of this Contract. In the event Contractor delays in furnishing the required Submittals which causes a delay in issuance of the NTP, the time to complete the Services specified herein may be reduced to reflect such delay.

8. **Notices:** Any notice, request or other communication to either party by the other as provided for in this Contract shall be given in writing, and sent by: (a) hand-delivery, (b) first class United States mail, return receipt requested, or (c) overnight delivery service, and shall be deemed given upon actual receipt by the addressee. Notice may also be given by facsimile or e-mail, provided the original is sent by any manner above described. All notices to Amtrak shall include the Contract Number. Notices shall be addressed as follows:

If to Amtrak: National Railroad Passenger Corporation (Amtrak)
30th Street Station
2955 Market Street, 5th Floor South, Mailbox # _____
Philadelphia, PA 19104
Attention: _____
Telephone: _____

Facsimile: _____
E-mail: _____

If to Contractor: Bob Ballew & Associates, L.L.C.
3333 Chapel Wood Court
Fort Worth, Texas 76116-1226 U.S.A.
Attention: Robert C. Ballew
Telephone: 817 244-3647
Facsimile: 817 244-3647
E-mail: bob@ballew.com

Either party may change the recipient or address for receiving notices upon written notice to the other party.

9. Contract Documents: The Contract Documents consist of this Services Contract and the following documents incorporated herein by reference: [*Buyer: The following documents may not apply to all Services contracts. Add to or delete from this list, as appropriate.*]

- a. Services Contract General Provisions, dated _____, ___ pages.
- b. Supplementary General Provisions for Nonconstruction Contracts, dated July 1, 2003, 4 pages including certifications.
- c. Statement of Services, dated March 22, 2008, 2 page(s).
- d. Pricing Schedule, dated March 22, 2008, 2 page(s). [~~*Buyer: consider whether to also include the Reimbursable Travel Expenses Schedule.*~~]
- e. Performance Schedule, dated _____, ___ page(s).
- f. Representations and Certifications, dated _____, ___ page(s).
- ~~g. Contractor's technical proposal dated _____, ___ page(s). [*Buyer: Depending on the circumstances, you may not want to include this as a Contract Document.*]~~

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized representatives as of the date written above.

Bob Ballew & Associates, L.L.C.
d.b.a – Advanced Approach Training And Testing

By: _____

Title: Manager

NATIONAL RAILROAD PASSENGER CORPORATION

By: _____

Title: _____

Miscellaneous Notes to Buyers:

- *Proof the document to ensure that all blanks are filled in, all references to other sections in the Contract and the GPs are correct, and that all “notes to Buyers” are deleted.*
- *The Contract Documents do not include Liquidated Damages. Consider whether they may be appropriate to include.*
- *Consider whether a source code escrow agreement should be required.*
- *Section 3 of the GPs provides for retainage of 5%. Please modify, as appropriate.*
- *Remember to go over the insurance requirements with Risk Management. In particular, determine if Railroad Protective Liability insurance is required and if Amtrak or the contractor should provide. Contractor should be asked to itemize the cost of the RRP on the Pricing Schedule.*
- *Consider whether to incorporate the Reimbursable Travel Expenses Schedule into the Pricing Schedule.*