

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND CITY COUNCIL:**

DATE: February 25, 2014

SUBJECT: APPROVE TWO MASTER COOPERATIVE AGREEMENTS BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY AND THE CITY OF CONCORD; AND AUTHORIZE STAFF TO EXECUTE THE AGREEMENTS**Report in Brief**

The City of Concord, to continue to be eligible for Measure J grants from the Contra Costa Transportation Authority under the Contra Costa - Transportation for Livable Communities (CC-TLC) program and the Pedestrian, Bicycle and Trail Facilities (PBTF) program, is required to enter into Master Cooperative Agreements with the Contra Costa Transportation Authority that governs the specifics of approved project scopes, as well as any financial commitments, including local match funds, progress reports and project invoices. The City has received funding from the CC-TLC program for Project No. 2239 (Central Concord Pedestrian Improvements & Streetscape Project), and funding from the PBTF program for Project No. LSR-1303 (Franquette Pedestrian and Bicycle Trail Connection Project)

Staff recommends that the City Council approve and execute Master Cooperative Agreement No. 12C.03 for current and future CC-TLC program funding and Master Cooperative Agreement No. 13C.01 for current and future PBTF program funding.

Background

In 2011, staff applied for and was awarded a Measure J Transportation for Livable Communities (CC-TLC) Program Funds Grant in the amount of \$2,550,000 for Project No. 2239 (Central Concord Pedestrian Improvements & Streetscape Project), and a Measure J Pedestrian, Bicycle and Trail Facilities (PBTF) Program Funds Grant in the amount of \$470,000 for Project No. LSR-1303 (Franquette Pedestrian and Bicycle Trail Connection Project). These grants are both administered through the Contra Costa Transportation Authority (CCTA).

Project No. 2239 was approved by the City Council when it adopted the FY 2012-13 CIP Ten Year Plan. This project will enhance pedestrian and bicyclist safety in the immediate areas surrounding the vital Downtown mixed use area and extend the sense of community to BART riders and along Willow Pass corridor, which serves as a gateway into Concord. This project will provide a traffic signal and secure crossings at Clayton Road and Sutter Street that will connect the Monument Corridor community to the bustling business districts along Willow Pass Road. It also provides wider sidewalks, seat walls to accommodate pedestrian respites and colored concrete intersection improvements to provide visibility for

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BETWEEN THE CONTRA COSTA TRANSPORTATION
AUTHORITY AND THE CITY OF CONCORD; AND AUTHORIZE
STAFF TO EXECUTE THE AGREEMENTS**

February 25, 2014

Page 2

pedestrians. Finally the project proposes streetscape enhancements in the Downtown area including bicycle signage and storage facilities on Grant Street near BART, cost-effective crosswalk upgrades and repairs, wayfinder kiosks, additional trash and recycling receptacles and safety and atmosphere lighting. The three separate phases are interrelated and will provide pedestrian-friendly transportation options throughout the City that will enhance the quality of life of Concord residents.

Project No. LSR-1303 was approved by the City Council when it adopted the FY 2012-13 CIP Ten Year Plan. This project will construct a trail connection between the Monument Shared Use Trail and the future Class I trail along the Commerce Avenue Extension Project. The Franquette Pedestrian and Bicycle Trail Connection Project will create a continuous trail that links the residential Monument Corridor area to the business district and retail centers in the northern-end of town by constructing a Class 1 trail, new curb, gutter and sidewalk and providing bike route signage.

Discussion

The Contra Costa Transportation Authority requires that the City enter into Master Cooperative Agreements as awardees of CC-TLC and PBTF grants. Master Cooperative Agreement 12C.03 (Attachment 1) governs the agreement between CCTA and the City in regard to Project No. 2239 (Central Concord Pedestrian Improvements & Streetscape Project) and any future CC-TLC project. Master Cooperative Agreement 13C.1 (Attachment 2) governs the agreement between CCTA and the City in regard to Project No. LSR-1303 (Franquette Pedestrian and Bicycle Trail Connection). These Agreements are a standard procedure required by CCTA that govern the specifics of the project scopes as well as any financial commitments, including local match funds, progress reports and project invoices for current and future CC-TLC and PBTF project in Concord.

Project No. 2239 is currently beginning the design phase with construction estimated for March, 2015. Project No. LSR-1303 will begin design in approximately October, 2014 with construction estimated for June, 2015.

Fiscal Impact

None.

Public Contact

The City Council agenda was posted.

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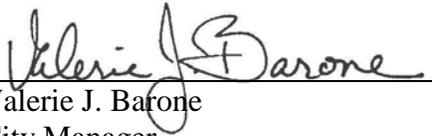
February 25, 2014

Page 3

Recommendation for Action

Staff recommends that the City Council approve and execute two Master Cooperative Agreements with Contra Costa Transportation Authority as required to receive Measure J funding for the Contra Costa - Transportation for Livable Communities and Pedestrian, Bicycle and Trail Facilities programs.

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and

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Attachment 1: Master Cooperative Agreement No. 12C.03 between Contra Costa Transportation Authority and City of Concord for Project No. 2239 (Central Concord Pedestrian Improvements & Streetscape Project)

Attachment 2: Master Cooperative Agreement No. 13C.01 between Contra Costa Transportation Authority and City of Concord for Project No. LSR-1303 (Franquette Pedestrian and Bicycle Trail Connection Project)

Master Cooperative Agreement No. 12C.03

BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
CITY OF CONCORD

This **AGREEMENT** is made and entered into on 7/18/2012 by and between City of Concord, hereinafter referred to as "City" and the **CONTRA COSTA TRANSPORTATION AUTHORITY** hereinafter referred to as "AUTHORITY".

RECITALS

1. **AUTHORITY** and City pursuant to the Measure C Sales Tax Renewal Ordinance (# 88-01 as amended by # 04-02), hereinafter referred to as "MEASURE J", approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into a Cooperative **AGREEMENT** to define a framework to enable the two parties to work cooperatively in developing transportation improvements using Contra Costa Transportation for Livable Communities Program (hereinafter referred to as CC-TLC) funds.
2. City desires to conduct planning studies and make improvements that further the purposes of Measure J CC-TLC program in **CONTRA COSTA COUNTY**. Exhibit A to this **AGREEMENT** describes the proposed scope of work, hereinafter referred to as "PROJECT".
3. The **PROJECT** is eligible for funding under the CC-TLC funding category in **MEASURE J**.
4. **AUTHORITY** plans to authorize specific funding amounts in one or more resolutions for purposes of accomplishing **PROJECT**, pursuant to specific request(s) for appropriation of funds by City. Each funding appropriation resolution will set forth additional conditions, if any, purpose, and timing for release of identified funds to City for **PROJECT**. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B (attached), which is hereby incorporated into this **AGREEMENT** and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current overall financial plan for the **PROJECT**.

NOW, THEREFORE, in consideration of the foregoing, the **AUTHORITY** and City do hereby agree as follows:

SECTION I

CITY AGREES:

5. To submit the initial request for appropriation of funds to the **AUTHORITY** for specific components of the **PROJECT** detailing the project scope, schedule and proposed funding plan at least 60 days before the funds are needed.
6. To apply any funds received under this **AGREEMENT** to **PROJECT** consistent with the terms and conditions specified in the funding appropriation resolution approved by the **AUTHORITY**.
7. To allow the **AUTHORITY** to audit all expenditures relating to the **PROJECT** funded through this **AGREEMENT**. For the duration of the **PROJECT**, and for four (4) years following completion of the **PROJECT**, or earlier discharge of the **AGREEMENT**, City will make available to the **AUTHORITY** all records relating to expenses incurred in performance of this **AGREEMENT**.
8. To provide invoices and progress reports consistent with Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all eligible expenses for which future reimbursement will be requested.
9. To prepare a report on an annual basis within ninety (90) days of the last day of the **AUTHORITY**'s fiscal year that itemizes (a) the expenditure of all funds for the **PROJECT**, and (b) progress to date in its implementation.
10. To comply with **AUTHORITY** Policy on the Management of Measure J Projects (Resolution 08-13-P & 08-05-A) and all other applicable policies that the **AUTHORITY** may adopt in the future.
11. To be responsible for evaluation of prospective consultants and contractors retained by City and subsequent award of work consistent with this **AGREEMENT** and any appropriation resolutions.
12. To provide, upon request, copies to the **AUTHORITY** of all executed contracts and other **PROJECT** documents between City and consultants, contractors and others, involved in the **PROJECT**. Copies of such executed contracts shall be retained for four (4) years following completion of **PROJECT** or earlier discharge of the **AGREEMENT**.
13. To be responsible for the **PROJECT** financing and to provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of any appropriation resolution.

14. If the **PROJECT** involves construction, to install a sign approved by the **AUTHORITY**, consistent with the specifications included in Exhibit D of this **AGREEMENT** (attached), that identifies the Contra Costa Transportation Authority as a funding source, no later than 30 days after the commencement of construction.
15. With respect to funding right-of-way, the **AUTHORITY**'s bond indenture or other financing agreement may prevent deposit of financing proceeds into an escrow account, unless any interest earned on the escrow account is restricted so that it cannot exceed the yield on the **AUTHORITY**'s bonds or notes. To the extent that **AUTHORITY**, pursuant to a request from City, funds right-of-way escrows with financing proceeds, **AUTHORITY** will notify City, and City agrees to comply with any required restrictions on investment yield.
16. If the **PROJECT** involves right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to the **AUTHORITY** resulting from the sale of excess lands purchased in whole or in part with financing proceeds, in the same proportion to the net proceeds as the original contribution of such financing proceeds was to the purchase price of the original parcel.

SECTION II

AUTHORITY AGREES:

17. In response to the City request for appropriation of funds, provided notice of cancellation or termination of the **AGREEMENT** pursuant to Section III, paragraph 2 hereof, has not been given, to consider Resolution(s) consistent with available funds and any relevant components of the Strategic Plan then in effect to finance specific work components for the **PROJECT**, setting forth the level of funding, purpose, timing, and scope of work to be performed by City pursuant to this **AGREEMENT**. Such resolutions will be incorporated into Exhibit B (attached), and by this reference made a part hereof. If warranted, funding resolution(s) may authorize advances or wire transfers to City to address anticipated cash flow needs.
18. To transfer funds to City for the purposes described in the relevant resolution subject to City compliance with, and in the manner specified in Exhibit C (attached).
19. To provide timely notice if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

20. **Term:** This **AGREEMENT** will remain in effect until discharged as provided in Paragraph 2 below or as otherwise provided in this Agreement.
21. **Discharge:** This **AGREEMENT** shall be subject to discharge as follows:
- a. Either party may terminate this **AGREEMENT** at any time for a cause that is not specified in this **AGREEMENT** and that adversely affects the ability of the parties to cooperatively implement the **PROJECT** by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least 90 days before the effective date of such termination. In the event either party is reasonably capable of curing the cause cited in the notice of termination that party shall have 30 days from the date of the notice to initiate steps to cure. If that party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the party that gave notice to terminate.
 - b. This **AGREEMENT** may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 2(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.
 - c. By mutual consent of both parties, this **AGREEMENT** may be terminated at any time.
22. **Indemnity:** It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and City:
23. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and City shall fully indemnify and hold harmless **AUTHORITY** against any damage or liability occurring by reason of anything done or omitted to be done by

City under or in connection with any work, authority or jurisdiction delegated to City under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code Section 895.4, City shall fully indemnify and hold the **AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by City under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to City under this **AGREEMENT**.

24. That neither City, nor any officer or employee thereof, shall be responsible for, and **AUTHORITY** shall fully indemnify and hold harmless City against any damage or liability occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority or jurisdiction delegated to **AUTHORITY** under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code Section 895.4, **AUTHORITY** shall fully indemnify and hold City harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **AUTHORITY** under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to **AUTHORITY** under this **AGREEMENT**.
25. **Notices:** Any notice which may be required under this **AGREEMENT** shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Contra Costa Transportation Authority
Brad Beck, Senior Transportation Planner
2999 Oak Road, Suite 100
Walnut Creek CA 94597

City of Concord
Shannon Griffin, Administrative Analyst
1435 Gasoline Alley
Concord, CA 94520

26. **Additional Acts and Documents:** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the **AGREEMENT**.
27. **Integration:** This **AGREEMENT** represents the entire **AGREEMENT** of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

28. **Amendment:** This **AGREEMENT** may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this **AGREEMENT** shall be void and of no effect.
29. **Independent Agency:** **AUTHORITY** renders its services under this **AGREEMENT** as an independent agency. None of the **AUTHORITY**'s agents or employees shall be agents or employees of City.
30. **Assignment:** The **AGREEMENT** may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
31. **Binding on Successors, Etc.:** This **AGREEMENT** shall be binding upon the successor(s), assignee(s) or transferee(s) of the **AUTHORITY** or City, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this **AGREEMENT** other than as provided above.
32. **Severability:** Should any part of this **AGREEMENT** be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this **AGREEMENT** which shall continue in full force and effect; provided that, the remainder of this **AGREEMENT** can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
33. **Counterparts:** This **AGREEMENT** may be executed in counterparts.
34. **Survival:** The following provisions in **AGREEMENT** shall survive discharge.
- a. As to City:
 - i) Section I, paragraph 2 (obligation to apply funds to **PROJECT**)
 - ii) Section 1, paragraph 3 (obligation to allow audit and retain records)
 - iii) Section I, paragraph 5 (for the year in which discharge occurs only, to prepare an annual report to the **AUTHORITY**)
 - iv) Section I, paragraph 8 (obligation to provide copies)
 - v) Section I, paragraph 9 (obligation to continue to manage **PROJECT**)
 - vi) Section I, paragraph 12 (obligation to reimburse funds on sale of excess land)

b. As to **AUTHORITY**:

i) Section II, paragraph 3 (obligation to provide notice of audit)

c. As to both parties:

i) Section III, paragraph 2a (obligation which survives termination)

ii) Section III, paragraph 3 (indemnity obligations)

35. **Limitation:** All obligations of **AUTHORITY** under the terms of this **AGREEMENT** are expressly subject to the **AUTHORITY**'s continued authorization to collect and expend the sales tax proceeds provided by MEASURE J. If for any reason the **AUTHORITY**'s right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the **AUTHORITY** shall promptly notify City, and the parties shall consult on a course of action. If, after 25 working days, a course of action is not agreed upon by the parties, this **AGREEMENT** shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the **AUTHORITY** to expend sales tax proceeds for the purposes of the **AGREEMENT**; and (ii) the availability, taking into consideration all the obligations of the **AUTHORITY** under all outstanding contracts, agreements to other obligations of the **AUTHORITY**, of funds for such purposes.

City of Concord

CONTRA COSTA TRANSPORTATION AUTHORITY

By: _____
Tim Grayson
Mayor

By: _____
Janet Abelson
Chair

ATTEST

ATTEST

By: _____
Mary Rae Lehman
City Clerk

By: _____
Randell H. Iwasaki
Executive Director

APPROVED as to form:

APPROVED as to form:

By: _____
Mark Coon
City Attorney

By: _____
Malathy Subramanian
Authority Counsel

COOPERATIVE AGREEMENT NO. 12C.03

Between
The Contra Costa Transportation Authority
and City of Concord

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Measure J Contra Costa Transportation for Livable Communities Program funding category will provide funds to assist City with both planning studies and capital construction projects. *Planning studies* must "support development of community-oriented plans that link transportation investments with land-use decisions." *Capital projects* specifically will fund the planning and construction of five categories of projects:

1. Local transit facilities
2. Intersection improvements and pedestrian facilities
3. Pedestrian plazas, walkways and other streetscape improvements that encourage walking
4. Traffic calming measures
5. Bicycle facilities

A full description of the CC-TLC program is included in the Measure J Transportation Sales Tax Expenditure Plan (July 21, 2004). Detailed project descriptions shall be included in the appropriate funding resolution.

COOPERATIVE AGREEMENT NO. 12C.03

Between
The Contra Costa Transportation Authority
and City of Concord

EXHIBIT C

INVOICING PROCEDURES

I. PROCEDURE FOR INVOICES PREPARED BY City FOR SUBMITTAL TO AUTHORITY:

1. City shall prepare and submit invoices to **AUTHORITY** on a quarterly basis (January-March, April-June, etc.) within 20 calendar days of the **AUTHORITY** close of each quarter;
2. Each invoice shall include a cover letter signed by City's authorized representative that includes the following:
 - 2.1. Reference to this **AGREEMENT**, including Cooperative Agreement number;
 - 2.2. A sequential billing number (1, 2, 3, ...etc.)
 - 2.3. The quarterly period for which the invoice applies;
 - 2.4. A summary of consultant costs incurred for which City is seeking reimbursement;
 - 2.5. Expenditure Summary Report as shown in Table C-1 and described in paragraph 3 below;
 - 2.6. A listing of attachments; and
 - 2.7. Contact person and information.
3. EXPENDITURE SUMMARY REPORT

The invoice shall include an Expenditure Summary Report as shown in Table C-1, including the following:

- 3.1. Funding Sources
- 3.2. Total Budget by Funding Source
- 3.3. Revised Budget
- 3.4. Total Previous Expenditures
- 3.5. Total Expenditures This Period (Staff, if authorized)
- 3.6. Total Expenditures This Period (Consultant/Contractor)
- 3.7. Total Expenditures This Period
- 3.8. Total CC-TLC Expenditures to Date (including this invoice)
- 3.9. Budget Remaining

II. PROCEDURE FOR INVOICES PREPARED BY CONSULTANT FOR SUBMITTAL TO City:

City shall be responsible for assuring that consultant invoices are prepared in accordance with **AUTHORITY's** consultant invoicing procedure, as set forth below.

1. GENERAL REQUIREMENTS

- 1.1. Consultant shall prepare invoices on a monthly basis for each complete calendar month. Invoices shall be submitted within 30 calendar days after months' end to the Project Administrator.
- 1.2. The invoice must be accompanied by the following:
 - 1.2.1. A transmittal letter, stating the period covered and briefly highlighting overall project status and any significant scope, schedule or budget issues.
 - 1.2.2. Monthly Progress Report.
 - 1.2.3. Budget Status Summary by task
- 1.3. The transmittal letter must include:

- 1.3.1. Project name.
- 1.3.2. Agreement or contract number.
- 1.3.3. Consultants' internal invoice number.
- 1.3.4. Calendar period covered by invoice.
- 1.3.5. Invoice No.
- 1.3.6. The following certification signed by an officer of the firm:

"I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed."

"Signed _____

"Title _____

"Date _____

- 1.4. Each invoice shall bear the following identification:
 - 1.4.1. Contract number.
 - 1.4.2. The sequential billing number under the Agreement with City (1, 2, 3, etc.).
 - 1.4.3. Consultants' internal invoice number.
 - 1.4.4. Date of invoice.
 - 1.4.5. Calendar period covered by invoice.
- 1.5. The Monthly Progress Report must describe work completed, by task, during the period covered by the invoice.
- 1.6. The Budget Status Summary must include the items described in Subsection 4, below, by task and for the total budget.

2. LABOR COSTS (INCLUDING FEE)

Labor Costs shall be based on Federal Acquisition Regulations (FAR), and shall include three elements: the Direct Salary Costs (actual wages paid), the Multiplier, and the Fee. All should be shown on the invoice by Task in the following manner:

- 2.1. The Direct Salary Cost calculations should be shown as follows:
 - 2.1.1. Employee name and position.
 - 2.1.2. Hourly rate paid.
 - 2.1.3. Number of hours worked.
 - 2.1.4. Total amount paid to employee.
 - 2.1.5. Sum of all amounts paid to all employees.
- 2.2. The FAR Multiplier should be stated and applied to the result obtained in item 2.1.5.
- 2.3. The Fee (not to exceed 10%) should be applied to the result obtained in item 2.2. The results of this operation are the Total Direct Labor Costs.
- 2.4. The Total Multiplier (FAR plus fee) shall not exceed 3.00.

3. DIRECT COSTS

Direct Costs are those costs directly identifiable with the performance of the specific work of the Agreement which are not included in the Direct Salary Costs, the Multiplier or the Fee. Costs not identified as Direct Costs in the Agreement will not be reimbursed. Direct Costs should be invoiced by Task as follows:

- 3.1. For items for which a unit rate exists in the Agreement, show the following:
 - 3.1.1. Description of item.
 - 3.1.2. Rate per unit in Agreement.

- 3.1.3. Number of units for which compensation is claimed.
 - 3.1.4. Total charge for item.
 - 3.1.5. Sum of all charges for all items having a unit rate in the Agreement.
 - 3.2. For items such as sub-consultants chargeable under the Agreement at the actual cost invoiced to consultant (usually furnished by a third party), show and provide the following:
 - 3.2.1. Description of item.
 - 3.2.2. Name of provider of item.
 - 3.2.3. Amount being charged for each item.
 - 3.2.4. A copy of the invoice for an item or a single month's billing of \$500 or more.
 - 3.2.5. Sum of all charges for "at invoiced cost" items.
 - 3.3. Show the sum of items 3.1.5 and 3.2.5
 - 3.4. Apply the handling fee, not to exceed five percent (5%), to the result obtained in item. The results are the Total Direct Costs.
4. BUDGET STATUS SUMMARY
 - 4.1. The budget summary must include the following information:
 - 4.1.1. Budgeted amount for each task and total contract
 - 4.1.2. Amount previously billed for each task and total contract
 - 4.1.3. Amount currently billed for each task and total contract
 - 4.1.4. Total amount billed for each task and total contract
 - 4.1.5. Remaining amount budget for each task and total contract
 - 4.1.6. Percent of budgeted amount expended for each task and total contract
 - 4.1.7. Percent of work completed for each task and total contract

SAMPLE INVOICE COVER LETTER FROM SPONSOR

[Jurisdiction Logo, if desired]

Measure J Transportation for Livable Communities Program

Invoice Date: April 14, 2011

Contract number: [Contract number]
Sequential Billing No: 1234-5
Consultant Invoice Number: 67-8910
Period Covered: June 1–June 30, 2012

[Authority Project Manager]
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

Dear Mr./Ms XXX:

Submitted herewith is our invoice for the third quarter (January–March) of Fiscal Year 2010–11 for work on [Project Name]. During this period, the consultant/contractor has incurred [\$xxx,xxx] in billable costs as documented in the attached invoices.

If you have any further questions, please contact [name of contact or signatory] at (xxx) xxx-xxx or name@ci.cityname.ca.us.

[Signatory]

Attachments:

Expenditure Summary Report
Consultant/Contractor Invoices

Invoice Number: 1234-5

Billing Period: June 1-June 30, 2010

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
Funding Source	Total Budget	Revised Budget	Previous Expenditures	Expenditures This Period (Staff)	Expenditures This Period (Consultant)	Total Expenditures This Period	Total Expenditures	Budget Remaining	
Measure J TLC	\$200,000	\$200,000	\$6,500	\$15,000	\$15,000	\$21,500	\$178,500		
[Federal Funding]	\$800,000	\$800,000	\$48,750	\$105,000	\$105,000	\$153,750	\$646,250		
[Local Funding]	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$100,000		
TOTALS	\$1,100,000	\$1,100,000	\$55,250	\$120,000	\$120,000	\$175,250	\$924,750		

**SAMPLE TRANSMITTAL LETTER FOR
CONSULTANT/CONTRACTOR**

Measure J Transportation for Livable Communities Program

Invoice Date: February 4, 2012

Project Name: [Project Name]
Contract Number: xxx.xx.xx
Internal Invoice Number 123-45
Sequential Billing No: 67-8910
Calendar Period Covered: January 1-January 31, 2012
Invoice No.: 4

[Local Project Administrator]
[Sponsor Address]

Dear Mr./Ms XXX:

Submitted herewith is our invoice for work completed during [period work completed] on [Project Name]. During this period, the consultant/contractor has incurred [\$xxx,xxx] in billable costs as documented in the attached invoices. During the period covered by this invoice, we completed work on Tasks 2 and 3. Work on the project is proceeding as scheduled with no budget or schedule issues.

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Attachments:

Monthly Progress Report
Budget Summary Report

Sample Consultant/Contractor Invoice

Date of invoice: June 5, 2012
 Period covered: May 1–May 28, 2012
 Project: [project name]
 Agreement No: XXX
 Invoice number: 3
 Internal invoice number: 1003960

Task 1: Project Management

Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	7.5	90.00	675.00	
Barone, Toni	Project Engineer	16.5	54.00	891.00	
	Total	24			1,566.00
	Overhead		1.6936		2,652.18
	Total (direct + overhead)				4,218.18
	Fee		0.1000		421.82
	Total Labor				4,640.00

Task 2: PDT Meetings

Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	3	90.00	270.00	
Barone, Toni	Project Engineer	6	54.00	324.00	
Cheung, Sandra	Engineer II	4	39.50	158.00	
	Total direct labor	13			752.00
	Overhead / FAR multiplier		1.6936		1,273.59
	Total (direct + overhead)				2,025.59
	Fee		0.1000		202.56
	Total Labor				2,228.15

Task N: [task name]

Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	12	90.00	1,080.00	
Barone, Toni	Project Engineer	29	54.00	1,566.00	
Cheung, Sandra	Engineer II	37.5	39.50	1,481.25	
	Total direct labor	78.5			4,127.25
	Overhead / FAR multiplier		1.6936		6,989.91
	Total (direct + overhead)				11,117.16
	Fee		0.1000		1,111.72
	Total Labor				12,228.88

Reimbursable Expenses

Employee/Vendor	Expense	Date	Amount	Total
Smith, John	Parking	14-May-12	14.00	
Barone, Toni	Vehicle travel	14-May-12	22.50	
Blueprints and More	Reproduction	7-May-12	1,250.00	
Total				1,286.50

Subconsultants

Firm	Amount	Total
ABC Associates	15,500.00	
XYZ, Inc.	9,750.00	
Total		25,250.00
Fee @	0.03	757.50
Total		26,007.50

GRAND TOTAL

Labor	19,097.02
Reimbursable Expenses	1,286.50
Subconsultants	26,007.50
Total This Invoice	46,391.02

Sample Budget Status Summary

Invoice Number: 1234-5

Billing Period: June 1-June 30, 2010

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Work Tasks	Amount Budgeted	Previously Invoiced Amount	Current Invoiced Amount	Total Invoiced to Date	Balance Remaining	Percent Expended	
Task 1	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	\$0.00	100%	
Task 2	\$36,300.00	\$35,425.00	\$0.00	\$35,425.00	\$875.00	98%	
Task 3	\$57,150.00	\$47,800.00	\$3,650.00	\$51,450.00	\$5,700.00	90%	
Task 4	\$48,550.00	\$23,500.00	\$3,650.00	\$27,150.00	\$21,400.00	56%	
Task 5	\$33,100.00	\$19,750.00	\$0.00	\$19,750.00	\$13,350.00	60%	
Task 6	\$26,500.00	\$8,525.00	\$0.00	\$8,525.00	\$17,975.00	32%	
Task 7	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	0%	
Task 8	\$21,200.00	\$0.00	\$0.00	\$0.00	\$21,200.00	0%	
Direct Costs	\$10,500.00	\$3,750.00	\$0.00	\$3,750.00	\$6,750.00	36%	
Total	\$250,000.00	\$150,250.00	\$7,300.00	\$157,550.00	\$92,450.00	63%	

Cooperative Agreement No. 13C.01

BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND
THE CITY OF CONCORD

This AGREEMENT is made and entered into on July 18, 2012 by and between the CITY OF CONCORD, hereinafter referred to as "CITY" and the CONTRA COSTA TRANSPORTATION AUTHORITY, hereinafter referred to as "AUTHORITY".

RECITALS

1. AUTHORITY and CITY pursuant to the Measure C Sales Tax Renewal Ordinance (# 88-01 as amended by # 04-02), hereinafter referred to as "MEASURE J", approved by the voters of Contra Costa County on November 2, 2004, hereby desire to enter into a Cooperative AGREEMENT to define a framework to enable the two parties to work cooperatively in developing transportation improvements using Contra Costa Transportation for Livable Communities Program (hereinafter referred to as CC-TLC) funds.
2. CITY desires to construct and maintain transportation improvements in CONTRA COSTA COUNTY that support the purposes and objectives of the Pedestrian, Bicycle and Trail Facilities program. Exhibit A to this AGREEMENT describes the proposed scope of work, hereinafter referred to as "PROJECT".
3. The PROJECT is eligible for funding under the Pedestrian, Bicycle and Trail Facilities funding category in MEASURE J.
4. AUTHORITY plans to authorize specific funding amounts in one or more resolutions for purposes of accomplishing PROJECT, pursuant to specific request(s) for appropriation of funds by CITY. Each funding appropriation resolution will set forth additional conditions, if any, purpose, and timing for release of identified funds to CITY for PROJECT. A chronological listing of appropriation resolutions will be included in and made a part of Exhibit B (attached), which is hereby incorporated into this AGREEMENT and made a part hereof. Exhibit B will be updated with each new appropriation resolution. Each request for appropriation of funds will include the most current overall financial plan for the PROJECT.

NOW, THEREFORE, in consideration of the foregoing, the AUTHORITY and CITY do hereby agree as follows:

SECTION I

CITY AGREES:

1. To submit the initial request for appropriation of funds to the **AUTHORITY** for specific components of the **PROJECT** detailing the project scope, schedule and proposed funding plan at least 60 days before the funds are needed.
2. To apply any funds received under this **AGREEMENT** to **PROJECT** consistent with the terms and conditions specified in the funding appropriation resolution approved by the **AUTHORITY**.
3. To allow the **AUTHORITY** to audit all expenditures relating to the **PROJECT** funded through this **AGREEMENT**. For the duration of the **PROJECT**, and for four (4) years following completion of the **PROJECT**, or earlier discharge of the **AGREEMENT**, **CITY** will make available to the **AUTHORITY** all records relating to expenses incurred in performance of this **AGREEMENT**.
4. To provide invoices and progress reports consistent with Exhibit C, along with the summary of expenditures to date, and to maintain strict accounting of all eligible expenses for which future reimbursement will be requested.
5. To prepare a report on an annual basis within ninety (90) days of the last day of the **AUTHORITY**'s fiscal year that itemizes (a) the expenditure of all funds for the **PROJECT**, and (b) progress to date in its implementation.
6. To comply with **AUTHORITY** Policy on the Management of Measure J Projects (Resolution 08-13-P & 08-05-A) and all other applicable policies that the **AUTHORITY** may adopt in the future.
7. To be responsible for evaluation of prospective consultants and contractors retained by **CITY** and subsequent award of work consistent with this **AGREEMENT** and any appropriation resolutions.
8. To provide, upon request, copies to the **AUTHORITY** of all executed contracts and other **PROJECT** documents between **CITY** and consultants, contractors and others, involved in the **PROJECT**. Copies of such executed contracts shall be retained for four (4) years following completion of **PROJECT** or earlier discharge of the **AGREEMENT**.
9. To be responsible for the **PROJECT** financing and to provide management of consultant and contractor activities, including responsibility for schedule, budget and oversight of the services, consistent with the scope of any appropriation resolution.

10. If the **PROJECT** involves construction, to install a sign approved by the **AUTHORITY**, consistent with the specifications included in Exhibit D of this **AGREEMENT** (attached), that identifies the Contra Costa Transportation Authority as a funding source, no later than 30 days after the commencement of construction.
11. With respect to funding right-of-way, the **AUTHORITY**'s bond indenture or other financing agreement may prevent deposit of financing proceeds into an escrow account, unless any interest earned on the escrow account is restricted so that it cannot exceed the yield on the **AUTHORITY**'s bonds or notes. To the extent that **AUTHORITY**, pursuant to a request from **CITY**, funds right-of-way escrows with financing proceeds, **AUTHORITY** will notify **CITY**, and **CITY** agrees to comply with any required restrictions on investment yield.
12. If the **PROJECT** involves right-of-way acquisition, to follow the requirements of state law and the Federal Uniform Acquisition and Relocation Assistance Act and, if applicable, to transfer net proceeds, after deducting auditable costs of sales, to the **AUTHORITY** resulting from the sale of excess lands purchased in whole or in part with financing proceeds, in the same proportion to the net proceeds as the original contribution of such financing proceeds was to the purchase price of the original parcel.

SECTION II

AUTHORITY AGREES:

1. In response to the **CITY** request for appropriation of funds, provided notice of cancellation or termination of the **AGREEMENT** pursuant to Section III, paragraph 2 hereof, has not been given, to consider Resolution(s) consistent with available funds and any relevant components of the Strategic Plan then in effect to finance specific work components for the **PROJECT**, setting forth the level of funding, purpose, timing, and scope of work to be performed by **CITY** pursuant to this **AGREEMENT**. Such resolutions will be incorporated into Exhibit B (attached), and by this reference made a part hereof. If warranted, funding resolution(s) may authorize advances or wire transfers to **CITY** to address anticipated cash flow needs.
2. To transfer funds to **CITY** for the purposes described in the relevant resolution subject to **CITY** compliance with, and in the manner specified in Exhibit C (attached).
3. To provide timely notice if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. **Term:** This **AGREEMENT** will remain in effect until discharged as provided in Paragraph 2 below or as a result of paragraph 11 below.
2. **Discharge:** This **AGREEMENT** shall be subject to discharge as follows:
 - a. Either party may terminate this **AGREEMENT** at any time for a cause that is not specified in this **AGREEMENT** and that adversely affects the ability of the parties to cooperatively implement the **PROJECT** by giving written notice of termination to the other party which shall specify both the cause and the effective date of termination. Notice of termination under this provision shall be given at least 90 days before the effective date of such termination. In the event either party is reasonably capable of curing the cause cited in the notice of termination that party shall have 30 days from the date of the notice to initiate steps to cure. If that party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the party that gave notice to terminate.
 - b. This **AGREEMENT** may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have 30 days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed 60 days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 2(a), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance.
 - c. By mutual consent of both parties, this **AGREEMENT** may be terminated at any time.
3. **Indemnity:** It is mutually understood and agreed, relative to the reciprocal indemnification of **AUTHORITY** and **CITY**:
4. That neither **AUTHORITY**, nor any officer or employee thereof, shall be responsible for, and **CITY** shall fully indemnify and hold harmless **AUTHORITY** against any damage or liability occurring by reason of anything done or omitted to be done by **CITY** under or in connection with any work, authority or jurisdiction delegated to **CITY** under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government

Code Section 895.4, **CITY** shall fully indemnify and hold the **AUTHORITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **CITY** under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to **CITY** under this **AGREEMENT**.

5. That neither **CITY**, nor any officer or employee thereof, shall be responsible for, and **AUTHORITY** shall fully indemnify and hold harmless **CITY** against any damage or liability occurring by reason of anything done or omitted to be done by **AUTHORITY** under or in connection with any work, authority or jurisdiction delegated to **AUTHORITY** under the **AGREEMENT**. It is also understood and agreed that, pursuant to Government Code Section 895.4, **AUTHORITY** shall fully indemnify and hold **CITY** harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by **AUTHORITY** under this **AGREEMENT** or in connection with any work, authority, or jurisdiction delegated to **AUTHORITY** under this **AGREEMENT**.
6. **Notices:** Any notice which may be required under this **AGREEMENT** shall be in writing, shall be effective when received, and shall be given by personal service, or by certified or registered mail, return receipt requested, to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

The City of Concord
Mario Camorongan, CIP Manager
1435 Gasoline Alley
Concord, CA 94520

Contra Costa Transportation Authority
Brad Beck, Senior Transportation Planner
2999 Oak Road, Suite 100
Walnut Creek CA 94597

7. **Additional Acts and Documents:** Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the **AGREEMENT**.
8. **Integration:** This **AGREEMENT** represents the entire **AGREEMENT** of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

9. **Amendment:** This AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.
10. **Independent Agency:** AUTHORITY renders its services under this AGREEMENT as an independent agency. None of the AUTHORITY's agents or employees shall be agents or employees of CITY.
11. **Assignment:** The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.
12. **Binding on Successors, Etc.:** This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of the AUTHORITY or CITY, as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.
13. **Severability:** Should any part of this AGREEMENT be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this AGREEMENT which shall continue in full force and effect; provided that, the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
14. **Counterparts:** This AGREEMENT may be executed in counterparts.
15. **Survival:** The following provisions in AGREEMENT shall survive discharge.
 - a. As to CITY:
 - i) Section I, paragraph 2 (obligation to apply funds to PROJECT)
 - ii) Section 1, paragraph 3 (obligation to allow audit and retain records)
 - iii) Section I, paragraph 5 (for the year in which discharge occurs only, to prepare an annual report to the AUTHORITY)
 - iv) Section I, paragraph 8 (obligation to provide copies)
 - v) Section I, paragraph 9 (obligation to continue to manage PROJECT)
 - vi) Section I, paragraph 12 (obligation to reimburse funds on sale of excess land)
 - b. As to AUTHORITY:

- i) Section II, paragraph 3 (obligation to provide notice of audit)
- c. As to both parties:
 - i) Section III, paragraph 2a (obligation which survives termination)
 - ii) Section III, paragraph 3 (indemnity obligations)

16. **Limitation:** All obligations of **AUTHORITY** under the terms of this **AGREEMENT** are expressly subject to the **AUTHORITY's** continued authorization to collect and expend the sales tax proceeds provided by **MEASURE J**. If for any reason the **AUTHORITY's** right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the **AUTHORITY** shall promptly notify **CITY**, and the parties shall consult on a course of action. If, after 25 working days, a course of action is not agreed upon by the parties, this **AGREEMENT** shall be deemed terminated by mutual or joint consent; provided, that any obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of the **AUTHORITY** to expend sales tax proceeds for the purposes of the **AGREEMENT**; and (ii) the availability, taking into consideration all the obligations of the **AUTHORITY** under all outstanding contracts, agreements to other obligations of the **AUTHORITY**, of funds for such purposes.

City of Concord

Contra Costa Transportation Authority

By: _____
Tim Grayson
 Mayor

By: 

Janet Abelson

ATTEST

ATTEST

By: _____
Mary Ray Lehman
 City Clerk

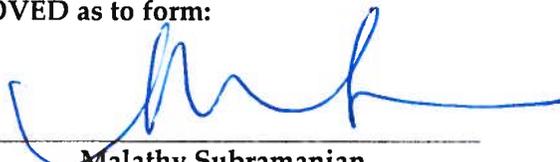
By: 

Randell H. Iwasaki
 Executive Director

APPROVED as to form:

APPROVED as to form:

By: _____
Mark Coon
 City Attorney

By: 

Malathy Subramanian
 Authority Counsel

Cooperative Agreement No. 13C.01

BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND THE CITY OF CONCORD

EXHIBIT A

DESCRIPTION OF THE PROJECT

The Measure J Contra Costa Pedestrian, Bicycle and Trail Facilities funding category will provide funds to assist CITY with the development and rehabilitation of paved regional trails.

A full description of the Pedestrian, Bicycle and Trail Facilities funding category is included in the Measure J Transportation Sales Tax Expenditure Plan (July 21, 2004). Detailed project descriptions shall be included in the appropriate funding resolution.

Cooperative Agreement No. 13C.01

BETWEEN THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND THE CITY OF CONCORD

EXHIBIT C

INVOICING PROCEDURES

I. PROCEDURE FOR INVOICES PREPARED BY CITY FOR SUBMITTAL TO AUTHORITY:

1. CITY shall prepare and submit invoices to AUTHORITY on a quarterly basis (January-March, April-June, etc.) within 20 calendar days of the AUTHORITY close of each quarter;
2. Each invoice shall include a cover letter signed by CITY's authorized representative that includes the following:
 - 2.1. Reference to this AGREEMENT, including Cooperative Agreement number;
 - 2.2. A sequential billing number (1, 2, 3, ...etc.)
 - 2.3. The quarterly period for which the invoice applies;
 - 2.4. A summary of consultant costs incurred for which CITY is seeking reimbursement;
 - 2.5. Expenditure Summary Report as shown in Table C-1 and described in paragraph 3 below;
 - 2.6. A listing of attachments; and
 - 2.7. Contact person and information.
3. EXPENDITURE SUMMARY REPORT

The invoice shall include an Expenditure Summary Report as shown in Table C-1, including the following:

- 3.1. Funding Sources
- 3.2. Total Budget by Funding Source
- 3.3. Revised Budget
- 3.4. Total Previous Expenditures
- 3.5. Total Expenditures This Period (Staff, if authorized)
- 3.6. Total Expenditures This Period (Consultant/Contractor)
- 3.7. Total Expenditures This Period
- 3.8. Total Pedestrian, Bicycle and Trail Facilities Expenditures to Date (including this invoice)
- 3.9. Budget Remaining

II. PROCEDURE FOR INVOICES PREPARED BY CONSULTANT FOR SUBMITTAL TO CITY:

CITY shall be responsible for assuring that consultant invoices are prepared in accordance with **AUTHORITY's** consultant invoicing procedure, as set forth below.

1. GENERAL REQUIREMENTS

- 1.1. Consultant shall prepare invoices on a monthly basis for each complete calendar month. Invoices shall be submitted within 30 calendar days after months' end to the Project Administrator.
- 1.2. The invoice must be accompanied by the following:
 - 1.2.1. A transmittal letter, stating the period covered and briefly highlighting overall project status and any significant scope, schedule or budget issues.
 - 1.2.2. Monthly Progress Report.
 - 1.2.3. Budget Status Summary by task
- 1.3. The transmittal letter must include:

- 1.3.1. Project name.
- 1.3.2. Agreement or contract number.
- 1.3.3. Consultants' internal invoice number.
- 1.3.4. Calendar period covered by invoice.
- 1.3.5. Invoice No.
- 1.3.6. The following certification signed by an officer of the firm:

"I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed."

"Signed _____

"Title _____

"Date _____

- 1.4. Each invoice shall bear the following identification:
 - 1.4.1. Contract number.
 - 1.4.2. The sequential billing number under the Agreement with CITY (1, 2, 3, etc.).
 - 1.4.3. Consultants' internal invoice number.
 - 1.4.4. Date of invoice.
 - 1.4.5. Calendar period covered by invoice.
- 1.5. The Monthly Progress Report must describe work completed, by task, during the period covered by the invoice.
- 1.6. The Budget Status Summary must include the items described in Subsection 4, below, by task and for the total budget.

2. LABOR COSTS (INCLUDING FEE)

Labor Costs shall be based on Federal Acquisition Regulations (FAR), and shall include three elements: the Direct Salary Costs (actual wages paid), the Multiplier, and the Fee. All should be shown on the invoice by Task in the following manner:

- 2.1. The Direct Salary Cost calculations should be shown as follows:
 - 2.1.1. Employee name and position.
 - 2.1.2. Hourly rate paid.
 - 2.1.3. Number of hours worked.
 - 2.1.4. Total amount paid to employee.
 - 2.1.5. Sum of all amounts paid to all employees.
- 2.2. The FAR Multiplier should be stated and applied to the result obtained in item 2.1.5.
- 2.3. The Fee (not to exceed 10%) should be applied to the result obtained in item 2.2. The results of this operation are the Total Direct Labor Costs.
- 2.4. The Total Multiplier (FAR plus fee) shall not exceed 3.00.

3. DIRECT COSTS

Direct Costs are those costs directly identifiable with the performance of the specific work of the Agreement which are not included in the Direct Salary Costs, the Multiplier or the Fee. Costs not identified as Direct Costs in the Agreement will not be reimbursed. Direct Costs should be invoiced by Task as follows:

- 3.1. For items for which a unit rate exists in the Agreement, show the following:
 - 3.1.1. Description of item.
 - 3.1.2. Rate per unit in Agreement.
 - 3.1.3. Number of units for which compensation is claimed.
 - 3.1.4. Total charge for item.

- 3.1.5. Sum of all charges for all items having a unit rate in the Agreement.
- 3.2. For items such as sub-consultants chargeable under the Agreement at the actual cost invoiced to consultant (usually furnished by a third party), show and provide the following:
 - 3.2.1. Description of item.
 - 3.2.2. Name of provider of item.
 - 3.2.3. Amount being charged for each item.
 - 3.2.4. A copy of the invoice for an item or a single month's billing of \$500 or more.
 - 3.2.5. Sum of all charges for "at invoiced cost" items.
- 3.3. Show the sum of items 3.1.5 and 3.2.5
- 3.4. Apply the handling fee, not to exceed five percent (5%), to the result obtained in item. The results are the Total Direct Costs.

4. BUDGET STATUS SUMMARY

- 4.1. The budget summary must include the following information:
 - 4.1.1. Budgeted amount for each task and total contract
 - 4.1.2. Amount previously billed for each task and total contract
 - 4.1.3. Amount currently billed for each task and total contract
 - 4.1.4. Total amount billed for each task and total contract
 - 4.1.5. Remaining amount budget for each task and total contract
 - 4.1.6. Percent of budgeted amount expended for each task and total contract
 - 4.1.7. Percent of work completed for each task and total contract

SAMPLE INVOICE COVER LETTER FROM SPONSOR

[Agency Logo, if desired]

Measure J Pedestrian, Bicycle and Trail Facilities Program

Invoice Date: April 14, 2012

Resolution No.: [Authority resolution number]
Purchase Order No.: [Authority purchase order number]
Sequential Billing No: 1234-5
Agency Invoice Number: 67-8910
Period Covered: June 1–June 30, 2012

[Authority Project Manager]
2999 Oak Road, Suite 100
Walnut Creek, CA 94597

Dear Mr./Ms XXX:

Submitted herewith is our invoice for the third quarter (January–March) of Fiscal Year 2011–12 for work on [Project Name]. During this period, the consultant/contractor has incurred [\$xxx,xxx] in billable costs as documented in the attached invoices.

If you have any further questions, please contact [name of contact or signatory] at (xxx) xxx-xxx or name@ci.cityname.ca.us.

[Signatory]

Attachments:

Invoice
Expenditure Summary Report
Consultant/Contractor Invoices

Invoice Number: 1234-5

Billing Period: June 1-June 30, 2010

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9
<i>Funding Source</i>	<i>Total Budget</i>	<i>Revised Budget</i>	<i>Previous Expenditures</i>	<i>Expenditures This Period (Staff)</i>	<i>Expenditures This Period (Consultant)</i>	<i>Total Expenditures This Period</i>	<i>Total Expenditures</i>	<i>Budget Remaining</i>
Measure J PBTF	\$200,000	\$200,000	\$6,500	\$15,000	\$15,000	\$15,000	\$21,500	\$178,500
[Federal Funding]	\$800,000	\$800,000	\$48,750	\$105,000	\$105,000	\$105,000	\$153,750	\$646,250
[Local Funding]	\$100,000	\$100,000	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTALS	\$1,100,000	\$1,100,000	\$55,250	\$120,000	\$120,000	\$120,000	\$175,250	\$924,750

SAMPLE TRANSMITTAL LETTER FOR CONSULTANT/CONTRACTOR

Measure J Transportation for Livable Communities Program

Invoice Date: February 4, 2012

Project Name: [Project Name]
Resolution No.: [Authority resolution number]
Purchase Order No.: [Authority purchase order number]
Internal Invoice Number 1234-5
Sequential Billing No: 67-8910
Calendar Period Covered: January 1-January 31, 2012
Invoice No.: 5

[Local Project Administrator]
[Sponsor Address]

Dear Mr./Ms XXX:

Submitted herewith is our invoice for work completed during [period work completed] on [Project Name]. During this period, the consultant/contractor has incurred [\$xxx,xxx] in billable costs as documented in the attached invoices. During the period covered by this invoice, we completed work on Tasks 2 and 3. Work on the project is proceeding as scheduled with no budget or schedule issues.

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Attachments:

Monthly Progress Report
Budget Summary Report

Sample Consultant/Contractor Invoice

Date of invoice: *June 5, 2012*
 Period covered: *May 1–May 28, 2012*
 Project: *[project name]*
 Agreement No: *XXX*
 Invoice number: *3*
 Internal Invoice number: *1003960*

Task 1:		Project Management			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	7.5	90.00	675.00	
Barone, Toni	Project Engineer	16.5	54.00	891.00	
	Total	24			1,566.00
	Overhead		1.6936		2,652.18
	Total (direct + overhead)				4,218.18
	Fee		0.1000		421.82
	Total Labor				4,640.00

Task 2:		PDT Meetings			
Employee	Position	Hours	Rate	Amount	Total
Smith, John	Principal	3	90.00	270.00	
Barone, Toni	Project Engineer	6	54.00	324.00	
Cheung, Sandra	Engineer II	4	39.50	158.00	
	Total direct labor	13			752.00
	Overhead / FAR multiplier		1.6936		1,273.59
	Total (direct + overhead)				2,025.59
	Fee		0.1000		202.56
	Total Labor				2,228.15

Task N:		[task name]			
Employee	Position	Hours	Rate	Amount	Total
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GRAND TOTAL

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Sample Budget Status Summary

Invoice Number: 1234-5

Billing Period: June 1-June 30, 2010

Work Tasks	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
	<i>Amount Budgeted</i>	<i>Previously Invoiced Amount</i>	<i>Current Invoiced Amount</i>	<i>Total Invoiced to Date</i>	<i>Balance Remaining</i>	<i>Percent Expended</i>	
Task 1	\$11,500.00	\$11,500.00	\$0.00	\$11,500.00	\$0.00	100%	
Task 2	\$36,300.00	\$35,425.00	\$0.00	\$35,425.00	\$875.00	98%	
Task 3	\$57,150.00	\$47,800.00	\$3,650.00	\$51,450.00	\$5,700.00	90%	
Task 4	\$48,550.00	\$23,500.00	\$3,650.00	\$27,150.00	\$21,400.00	56%	
Task 5	\$33,100.00	\$19,750.00	\$0.00	\$19,750.00	\$13,350.00	60%	
Task 6	\$26,500.00	\$8,525.00	\$0.00	\$8,525.00	\$17,975.00	32%	
Task 7	\$5,200.00	\$0.00	\$0.00	\$0.00	\$5,200.00	0%	
Task 8	\$21,200.00	\$0.00	\$0.00	\$0.00	\$21,200.00	0%	
Direct Costs	\$10,500.00	\$3,750.00	\$0.00	\$3,750.00	\$6,750.00	36%	
Total	\$250,000.00	\$150,250.00	\$7,300.00	\$157,550.00	\$92,450.00	63%	

Cooperative Agreement No. 13C.01

BETWEEN
THE CONTRA COSTA TRANSPORTATION AUTHORITY
AND THE CITY OF CONCORD

EXHIBIT D

APPROVED SIGNS FOR CONSTRUCTION PROJECTS

CITY shall install signs consistent with the specifications detailed in Exhibit D-1 or Exhibit D-2, (attached), if PROJECT involves construction.



CONTRA COSTA
transportation
authority



LOGO
CITY OF
WALNUT CREEK

**Your MEASURE J
Tax Dollars At Work**

Coming Soon:

NORTH MAIN STREET BYPASS

ACTUAL SIZE 420
PAPER QUALITY



CONTRA COSTA
transportation
authority



LOGO
CITY OF
WALNUT CREEK

**Your MEASURE J
Tax Dollars At Work**

Coming Soon:

NORTH MAIN STREET BYPASS

ACTUAL SIZE 1/4" X 1/4"
PMS 100/100/100/100

