# Relocation Agreement Between the Alameda Corridor Transportation Authority and the City of Long Beach

## 34021

This RELOCATION AGREEMENT ("Agreement") is entered into as of this day of August 2015, by and between the Alameda Corridor Transportation Authority, a joint powers authority acting by and through its Chief Executive Officer ("ACTA"), and the City of Long Beach, a municipal corporation, 2400 E. Spring St., Long Beach, California 90806 ("COLB").

WHEREAS, ACTA is assisting the California Department of Transportation ("Caltrans") in the construction of a project known as the "Schuyler Heim Bridge Project" ("Project") located on property owned by COLB within the Port of Long Beach (the "Property"); and

WHEREAS, the State of California ("State") and ACTA have entered into District Agreement No. 07-4872 wherein ACTA has agreed to make the necessary arrangements with owners of utility facilities located within the Project area for the timely removal, relocation or protection of said facilities, as may be necessary for the Project; and

WHEREAS, COLB owns pipeline facilities located adjacent to the Property; and

WHEREAS, Southern California Gas Company ("SoCal Gas") owns pipeline facilities located on the Property; and

WHEREAS, SoCal Gas delivers natural gas to COLB at a pipeline metering station located on the Property; and

WHEREAS, COLB will enter into a Contract Work Authorization with SoCalGas, COLB as agent for SoCal Gas, in order to relocate, remove and protect existing underground and above ground pipeline systems ("Work") in order to resolve areas of conflict with the Project; and

WHEREAS, the Work shall consist of two phases, Phase 1 being a temporary relocation of the existing or modified metering and regulator station, and Phase 2 being a permanent relocation of the metering and regulator station to a different location; and

WHEREAS, in furtherance of ACTA's Agreement with the State, ACTA requires, and COLB has agreed to: 1) timely perform the Work as shown on the attached aerial photograph and drawings 32927-3001.D.PIP and WO. 150001 for Phase 1 (Exhibit "A"); 2) complete detailed engineering plans and specifications

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WHEREAS, in furtherance of ACTA's Agreement with the State, ACTA requires, and COLB has agreed to: 1) timely perform the Work as shown on the attached aerial photograph and drawings 32927-3001.D.PIP and WO. 150001 for Phase 1 (Exhibit "A"); 2) complete detailed engineering plans and specifications

for Phase 1 of the Work; 3) provide an estimated budget for Phase 1 of the Work; 4) complete detailed engineering plans and specifications for Phase 2 of the Work; 5) provide an estimated budget for Phase 2 of the Work; and 6) timely complete Phase 2 of the Work, and

WHEREAS, ACTA intends to reimburse COLB for all costs associated with the Work.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

#### I. General Conditions

- 1. COLB has provided to ACTA a preliminary estimate for all costs related to the Work, which is provided in Exhibit "B". This estimate excludes at this time potential Phase 2 Tidelands reconnection work and the property value of the Phase 2 relocation site, which shall be negotiated and added at a later time. Pursuant to the terms herein, COLB shall provide a revised estimate for costs related to Phase 1 of the Work following completion of the detailed plans and specifications for Phase 1, which shall be labeled as Exhibit "B-1", dated, and added to Exhibit "B" to this Agreement.
- 2. COLB shall cause Phase 1 of the Work to be performed by its own forces, those of its contractor, or SoCal Gas.
- 3. After completion of Phase 1 of the Work, pursuant to the terms herein, COLB shall provide a revised estimate for costs related to Phase 2 of the Work following completion of the detailed plans and specifications for Phase 2, which shall be labeled as Exhibit "B-2," dated, and added to Exhibit "B" to this Agreement.
- 4. COLB shall cause Phase 2 of the Work to be performed by its own forces, those of its contractor, or SoCal Gas.
- 5. COLB shall obtain any and all required permits, including but not limited to, harbor development permits, encroachment permits, zoning permits, or other written authorizations required from all governmental agencies claiming jurisdiction over the Work to be performed by COLB pursuant to this Agreement. ACTA agrees that it shall reasonably assist and cooperate with COLB in obtaining all required permits for the performance of the Work.
- 6. ACTA shall assist in obtaining an easement benefitting COLB and SoCal Gas for the permanent and final location of the metering and regulator station and piping for Phase 2 of the Work.
- 7. ACTA shall provide COLB and SoCal Gas any permanent encroachment, easement or other appropriate land devise, as necessary, to install

pipelines across State right-of-way between the temporary Phase 1 location and the permanent and final Phase 2 location.

- 8. COLB shall be responsible for verifying the location of its existing equipment and facilities by potholing or other suitable methods, as well as identifying any other of their equipment and facilities that might be required to be removed, relocated or protected for the Project. COLB shall also be responsible for verifying the suitability, serviceability, and constructability of the locations for the relocated facilities, if or as depicted on the Project drawings, including identifying any potential underground interferences and accordingly advising ACTA as to the appropriate new recommended location.
- 9. Materials incorporated into the Work shall comply with Buy America requirements for steel and iron materials. Reasonable notice and explanation shall be provided by COLB for review and determination in circumstances where COLB or SoCal Gas believes the requirements cannot be met.

#### II. Scheduling and Payment of Costs

- 1. Within 14 calendar days after receipt of Notice to Proceed No. 1 (NTP1), COLB, through its own forces, contractors and subcontractors, shall commence Phase 1 of the Work. COLB shall, within 10 working days after NTP1 provide to ACTA a revised cost estimate and schedule for Phase 1 of the Work. This revised cost estimate shall be labeled as "Exhibit B-1," dated, and added to Exhibit B to this Agreement.
- 2. COLB shall make all reasonable efforts in developing the Phase 1 work schedule to accommodate the proposed schedule of Caltrans' Project contractor.
- 3. Notwithstanding the foregoing, COLB shall not commence any work until receipt of: (i) the necessary permits for the work; and (ii) payment described in Paragraph 5 below.
- 4 Pursuant to the terms of this Agreement, ACTA agrees to pay COLB one hundred percent (100%) of the actual costs associated with development of Phase 1 plans and specifications and the performance of the Phase 1 work, including but not limited to (a) engineering, (b) material procurement, (c) field construction and inspection, (d) overhead and supervision at a supportable percentage of direct costs, and (e) insurance and bonds.
- 5. Without limiting its obligations in Paragraph 4, above, ACTA shall advance to COLB the following amounts:

TASKS	AMOUNT	TIMING
Task 1 - Phase 1 - Temporary Relocation	Total Estimate as stated in Exhibit B-1, excluding contingency*	5 Days prior to commencing construction of Phase 1
Task 2 – Phase 2 – Permanent and Final Relocation - Engineering Design	100% of Engineering Estimate in Exhibit B, excluding contingency*	Upon completion of construction of Phase 1 and after submission of Task 1 invoices
Task 3 – Phase 2 – Permanent and Final Relocation – Material Procurement	100% of the Material Estimate in Exhibit B-2, excluding contingency*	Upon completion of Task 2 Engineering Design of Phase 2 and after submission of Task 2 invoices
Task 4 – Phase 2 – Permanent and Final Relocation – Material Procurement	100% of the remaining balance of the Total Estimate in Exhibit B-2, excluding contingency*	30 Days prior to commencing Phase 2 construction and after submission of Task 3 invoices

<sup>\*</sup>budget contingency (25% of Total Estimate) will be released in portions as needed per specific COLB special request when overruns are anticipated in any Task.

- 6. ACTA shall diligently make all reasonable efforts to clear the permanent and final Phase 2 location and route between the temporary Phase 1 location and the permanent and final Phase 2 location.
- 7. Upon completion of Phase 1 of the Work, COLB shall receive Notice to Proceed No. 2 and with 14 calendar days of receipt of Notice to Proceed No. 2, COLB, through its own forces, contractors and subcontractors, shall commence work on detailed engineering plans and specifications for Phase 2 of the Work. COLB shall, within 10 working days after the completion of the Phase 2 detailed engineering plans and specifications, provide to ACTA a construction cost estimate, including an appropriate additional contingency line item not to exceed 25%, and schedule for the Phase 2 of the Work. This revised cost estimate shall be labeled as "Exhibit B-2," dated, and shall be added to Exhibit B to this Agreement.
- 8. ACTA shall assist COLB with procurement of a permanent relocation site for Phase 2 of the Work. A Phase 2 site has been identified and discussions

between COLB and the Port of Long Beach to secure necessary property rights through a market value transaction shall take place.

- 9. Upon acceptance of the estimate and schedule by ACTA, COLB will receive a Notice to Proceed No. 3 from ACTA to commence the Work and shall thereafter use reasonable efforts to diligently pursue same to completion in coordination with ACTA and Caltrans. By issuing Notice to Proceed No. 3, ACTA warrants to COLB that the site proposed for the Phase 2 permanent and final relocation has been cleared of construction equipment to proceed with Phase 2 construction. Notwithstanding the foregoing, COLB shall not commence any Work until receipt of: (i) the necessary permits for the Work; and (ii) payment described in Paragraph 5 above.
- 10. COLB shall submit monthly itemized invoices and supporting documentation for completed Work, including that of SoCalGas, to ACTA for each Phase and Task in order to support ACTA's reimbursement by Caltrans, unless otherwise approved. The invoices shall be prepared on official letterhead, signed by a responsible official, and compiled on the basis of the actual, reasonable, and necessary cost and expense incurred, charged and allocated to the Work. The supporting documentation shall include the detail as listed in Exhibit C to substantiate the costs incurred.
- 11. COLB shall provide reasonable notice to ACTA in the event that it determines incurred costs will exceed the cost estimate, including contingency (described in Exhibit B) by more than 10%. COLB shall be paid for all verifiable and reasonable costs which exceed the total estimated costs in Exhibit B, provided they are supported by reasonable documentation.
- 12. Construction contracts awarded by COLB shall be competitively bid and awarded to the lowest responsible bidder who meets all specifications and COLB supplier qualification criteria.
- 13. ACTA shall be authorized to request additional documentation evidencing cost increases, which COLB shall provide.
  - a. In the event that ACTA objects to any such cost increase, ACTA shall notify COLB in writing within five (5) business days, whereupon COLB and ACTA shall meet to resolve the issue to mutual satisfaction.
  - b. In the event that the parties cannot agree on any such cost increase, COLB shall be entitled to keep funds only for costs provided for pursuant to this Agreement and paid by ACTA in connection with the Work as of the date COLB provided ACTA notification of the cost increase as required in this Paragraph.

- 14. Upon completion of each Phase as set forth in Exhibit B, COLB shall submit an itemized statement of the total costs for that completed Phase. In the event that excess money is available, any remaining amounts shall be allocated to ACTA's payment for the next Phase of the Work.
- 15. COLB shall submit timely monthly invoices (including those of SoCalGas), and a final reconciled invoice to ACTA within 180 days after the completion of the Work. The final billing shall be in the form of an itemized statement of the total costs for the Work, less any amounts covered by advance payments.
  - a. ACTA shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase and approval of said increase in accordance with the terms of this Agreement.
  - b. Any advanced funds held by COLB in excess of the total actual cost for the two phases shall be returned to ACTA within 30 days after the completion of each phase and any necessary final adjustments shall be made after ACTA's receipt of the final invoice.

### III. Indemnification and Insurance

### 1. Indemnification by COLB:

Except for the sole negligence or willful misconduct of ACTA, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, COLB undertakes and agrees to defend, indemnify and hold harmless ACTA and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (outside counsel only) and cost of litigation (including all actual litigation costs incurred by ACTA, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including ACTA's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by COLB or its agents or subcontractors of any tier. Rights and remedies available to ACTA under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

## Indemnification by ACTA:

Except for the sole negligence or willful misconduct of COLB, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, ACTA undertakes and agrees to defend, indemnify and hold harmless COLB and any of its Boards, Officers, Agents, Employees, Assigns, and Successors in Interest from and

against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees (outside counsel only) and cost of litigation (including all actual litigation costs incurred by COLB, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including COLB's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by ACTA or its agents or subcontractors of any tier. Rights and remedies available to COLB under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States and the State of California.

2. Insurance. For the purpose of the Agreement, COLB agrees to ACTA's minimum insurance requirements for its contractors as follows:

For Sections 2.1, 2.2 and 2.3 below, COLB agrees to maintain at its sole cost and shall require its agents and contractors to maintain at their sole cost at all times while performing under this Agreement, the following minimum insurance coverage by an insurer or insurers with a current A.M. Best rating of no less than A-VI:

Commercial General Liability insurance shall be provided on Insurance Services Office (ISO) CGL Form No. CG 00 01 or the equivalent, including provisions for defense of additional insureds and defense costs in addition to limits. Policy limits shall be no less than one million dollars (\$1,000,000) per occurrence for all coverage provided and two million dollars (\$2,000,000) general aggregate. The policy shall not limit coverage for the additional insured to "ongoing operations" or in any way exclude coverage for completed operations. Coverage shall be included on behalf of the insured for claims arising out of the actions of independent contractors. The policy shall contain no provisions or endorsements limiting coverage for contractual liability or third party over action claims, and defense costs shall be excess of limits. If the COLB Contractor is using Subcontractors the policy must include work performed "by or on behalf" of the COLB Contractor. Coverage shall apply on a primary noncontributing basis in relation to any other insurance or self-insurance, primary or excess, available to COLB or any employee or agent of COLB. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall not exclude contractual liability, restrict coverage to the sole liability of the COLB Contractor or contain any other exclusion contrary to this Agreement.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Agreement with COLB and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

Coverage shall be provided for property damage or bodily injury that occurs on or within fifty feet of railroad property using ISO CG 24 17 (10 01) or its equivalent.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, Caltrans and their respective boards, officers, employees and agents shall be added as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured using ISO Forms CG 20 10 (2004) and CG 20 37 (2004) or their equivalent. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served by the COLB Contractor upon ACTA, except ten (10) days shall be allowed for non-payment of premium.

2.2 Automobile Liability Insurance shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). Limit shall be no less than one million dollars (\$1,000,000) combined single limit per accident. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to COLB or any employee or agent of COLB. If COLB Contractor does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies provided that a separate policy limit is provided for this coverage as required by this Agreement.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, Caltrans and their respective boards, officers, employees and agents shall be added as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served by the COLB Contractor upon ACTA, except ten (10) days shall be allowed for non-payment of premium.

2.3 Workers' Compensation Insurance, as required by the State of California, and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) per accident for bodily injury and disease.

The policy of insurance required above shall be endorsed, as follows:

Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against ACTA, Caltrans, and their respective boards, officers, employees and agents.

Cancellation: The policy shall not be cancelled or the coverage reduced until a thirty (30) day written notice of cancellation has been served by the COLB Contractor upon ACTA, except ten (10) days shall be allowed for non-payment of premium.

2.4 COLB shall have any COLB Contractor provide Time Element Pollution Liability insurance by an insurer or insurers with a current A.M. Best rating of no less than A-VI on a Pollution Liability policy form or other policy form acceptable to COLB providing coverage for liability caused by pollution conditions arising out of the operations of the COLB Contractor. Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. The policy limit shall be no less than two million dollars (\$2,000,000) per claim and four million dollars (\$4,000,000) general aggregate. Coverage shall be included on behalf of the COLB Contractor for covered claims arising out of the actions of independent contractors. If the COLB Contractor is using Subcontractors the policy must include work performed "by or on behalf" of the insured. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to COLB or any employee or agent of COLB.

If this coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the Agreement with COLB and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least three (3) years from termination or expiration of this Agreement.

The policy of insurance required above shall be endorsed as follows:

Additional Insured: ACTA, Caltrans, and their respective boards, officers, employees and agents shall be added as additional insureds with regard to liability and defense of suits or claims arising from the operations and activities performed by or on behalf of the Named Insured. Additional Insured endorsements shall not: 1) be limited to "on-going operations", 2) exclude "Contractual Liability", 3) restrict coverage to the sole liability of the contractor, or 4) contain any other exclusion contrary to the Agreement.

Cancellation: The policy shall not be cancelled or the coverage reduced by endorsement until a thirty (30) day written notice of cancellation has been served by the COLB Contractor upon ACTA, except ten (10) days shall be allowed for non-payment of premium.

2.5 Self-Insurance. COLB shall retain the right to self-insure any or all of the

insurance required above.

#### IV. Miscellaneous Provisions

1. Notices: Any notice provided for or permitted to be given by any Party to the other Parties and their agents hereunder shall be in writing and delivered in person or by United States Mail, registered or certified, postage prepaid, return receipt requested, addressed to the Party for whom intended, as follows:

To ACTA:

Alameda Corridor Transportation Authority ATTN: John Doherty, CEO 3760 Kilroy Airport Way, Suite 200 Long Beach, CA 90806

To COLB:

COLB of Long Beach, Oil and Gas Department ATTN: Steve Bateman, Manager of Engineering and Construction 2400 East Spring St. Long Beach, CA 90806-2285

- 2. Force Majeure: The performance of the obligations of the Parties under this Agreement except for the payment of monies owed, shall be excused while, and to the extent that, a Party is prevented from complying therewith, in whole or in part, by a strike, fire, war, civil disturbance, act of God; by federal, state or municipal law; by any rule, regulation or order of a governmental agency, by inability to secure equipment and materials; or any other cause or causes beyond the reasonable control of that Party. None of the Parties shall be required, against their respective wills to adjust or settle any labor dispute in order to meet any obligation imposed hereunder.
- 3. Interpretation: Neither this Agreement nor any provision hereof shall be interpreted for or against any of the parties on the basis that said party or parties drafted the provision in question, nor on the basis of a previous draft or drafts of the provision in question.
- 4. Successors and Assigns: This Agreement and all of its terms, provisions, covenants and conditions, except as otherwise expressly provided in this Agreement, shall inure to the benefit of and be binding upon the personal representatives, successors and assignees of the Parties hereto.
- 5. Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or

proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

6. This Agreement may be modified only by written agreement of all parties.

IN WITNESS WHEREOF, this Agreement shall become effective as of the date and year above written.

ALAMEDA CORRIDOR TRANSPORTATION AUTHORITY			
By: Date: 8/25/15			
John T. Doherty, Chief Executive Officer			
Approved as to Form			
, Los Angeles City Attorney			
By: (Malan McClosus)  Date: Cugut 26, 2015			
CITY OF LONG BEACH, a Municipal Corporation			
By: Assistant City Manager To Section 301 OF THE CITY CHARTER.  Name: Patrick H. West City Manager  Name: Patrick H. West City Manager			
Attest : Date:			
Name:			
Approved as to Form			
Charles Parkin, Long Beach City Attorney			
By: Deputy City Attorney  Date: August 31 2015			
RECOMMENDED FOR APPROVAL (per delegation)			
STATE OF CALIFORNIA			
Dated: 8/25/15  By: Dan Murdoch Office Chief, Right of Way Appraisals, and Planning & Management			

Attachments: Exhibit "A" – aerial photograph, drawings 32927-3001.D.PIP and WO. 150001 for Phase 1

Exhibit "B" – Projected Costs for the Pipeline Relocation Exhibit "C" – Utility Relocation Invoice Documentation

## Exhibit "B"

## **Projected Costs**

The Parties agree that the estimated Projected Costs for the pipeline relocation are as follows:

3 Costs
600,293
498,246
1,098,539
1,000,000
2,271,526
3,271,526
1,370,065
1,092,516
5,462, <u>581</u>
4

## **EXHIBIT C**

## **Utility Relocation Invoice Documentation**

The invoice must be on utility owner's letterhead with the utility company's full address. The invoice must be signed by an appropriate representative. It must contain the date(s) of services, the invoice date and number, the title/number of the related agreement, and the itemized below.

Invoices shall include the following detail:

#### Materials

- Each material type as a separate line item with the quantity, unit price, and total
  amount
- 2. Internal Inventory requisition reports, identifying the use of the items for this relocation
- 3. Project Specific Suppliers copies of invoices paid to outside suppliers and related purchase orders

#### Labor Reports

- 1. Straight time and overtime listed separately for each individual
- 2. System payroll reports and/or timesheets

#### Other Costs

- 1. Costs such as vehicle expense, equipment rental, or miscellaneous expense
- 2. Supporting documentation from outside vendors or internal accounting reports identifying the cost allocation to this relocation

#### Other Direct Costs

- 1. Services contracted from outside sources listed separately
- 2. Supporting invoice documentation and contracts

#### • Indirect Overhead Costs

- 1. Applicable overhead costs
- 2. The basis of the overhead calculation should be included.
- Credits such as salvage or returns to useable inventory, as appropriate





