

MRCA
Attachment
January 4, 2017
Agenda Item IX

1. INVOICING AND PAYMENT

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. The Contractor shall be paid **monthly** in arrears, upon submission of an original and two copies of the invoice, which properly details all charges, expenses, direct and indirect costs. Invoices shall be submitted to:

Contract Manager:	Richard Brody
Region / Division:	South Coast Region 5
Address:	P.O. Box 1653, Topanga, CA 90290

- C. The original and one (1) approved copy of the invoice will be forwarded to the California Department of Fish and Wildlife's Accounting Claims Section by the Contract Manager. Payment of any invoice will be made only after receipt of a complete, supported, documented and accurately addressed invoice. Failure to use the address exactly as provided above may result in the return of the invoice to the Contractor. All invoices must be approved by the Contract Manager.
- D. The invoice shall contain the following information:
1. The word "Invoice" should appear in a prominent location at the top of the page(s);
 2. Printed name of the Contractor;
 3. Business address of the Contractor including P.O. Box, City, State, and Zip Code;
 4. Name of the Region/Division of the California Department of Fish and Wildlife being billed;
 5. The date of the invoice and the time period covered;
 6. The number of the agreement upon which the claim is based, and;
 7. An itemized account of the services for which the California Department of Fish and Wildlife is being billed. Include all of the following:
 - a. The time period covered by the invoice, i.e., the term "from" and "to";
 - b. A description of the services performed;
 - c. The method of computing the amount due based on a line item budget/cost reimbursement method. Payments will be made by the State to the Contractor, in arrears, upon receipt of an itemized invoice showing the time period covered and the work items accomplished. The invoice must be itemized using the categories and following the format of the attached budget.
 - d. The total amount due. This should be in a prominent location in the lower right-hand portion of the last page and clearly distinguished from other figures or

computations appearing on the invoice; the total amount due shall include all costs incurred by the Contractor under the terms of this agreement; and

- e. The original signature of the Contractor (not required of established firms or entities using preprinted letterhead invoices).

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2. CONTRACT WRITTEN PRIOR TO APPROVAL OF THE BUDGET ACT

- A. It is mutually understood between the parties that this Agreement may have been written prior to approval of the Budget Act for the mutual benefit of both parties in order to avoid program and fiscal delays.
- B. This Agreement is valid and enforceable only if sufficient funds are made available by the Budget Act for the Fiscal Year(s) involved for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature and contained in the Budget Bill or any statute enacted by the Legislature which may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any additional provisions of this Agreement.
- D. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

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LINE ITEM BUDGET
General Expenses and Equipment

Hourly Rate	X	Total Hours	=	Total
\$20.21	X	1345.37	=	\$27,189.93
Total Fringe Benefits & Payroll Taxes				\$27,030.00
Allowable Materials:				
9 gauge galvanized chain link fence fabric of various heights and gauge, as needed;				\$20,000.00
Schedule 40 galvanized metal fence line and terminal posts and caps;				
Schedule 40 galvanized metal top rails and connectors;				
9 gauge pre-assembled chain-link gates;				
And other heavy-duty fence and sign material				
General Overhead = \$18,761.05 \$20.21 (average hourly pay rate) X1345.37 (total Hours) X 0.69 (our general OH rate) 69% of total labor. \$27,189.93 x.69%)=\$18,761.05 Divisional Overhead = \$6,847.93 This is an additional overhead allocation for expenses that cannot be attributed to specific projects but can be attributed to a specific division. We calculate the divisional OH rates, usually on a quarterly basis, based on actual costs and to the labor hours worked by the specific division staff. Based on previous periods averages, the divisional OH rate for the construction division is estimated to be approx. \$5.09/hr. x 1345.37 hours = \$6,847.93 Equipment Allocation = \$10,171.00 This is for our vehicle expenses. It is also calculated regularly based on the actual vehicle costs for each division which gets allocated to the labor hours for those who are assigned vehicles within the specific division. Based on previous periods averages, the equipment allocation rate for the construction division is estimated to be approx. \$7.56 per hr. x 1345.37 hours = \$10,171.00				\$35,779.98
Agreement Amount				\$109,999.91