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Foreword

The Office of Community Planning (OCP) is pleased to provide this update to the *Environmental Justice and Community-Based Transportation Planning Handbook*. It replaces the 2012 version of the *Environmental Justice and Community-Based Transportation Planning Grant Handbook*, and all earlier versions. OCP intends that this handbook will be a ‘living document’ and will work to provide updates as needed when policies and procedures change.

For more than a decade, California Department of Transportation (Caltrans) has been a leader providing planning grant funds to metropolitan planning organizations and regional transportation planning agencies, cities and counties, transit agencies, and Native American tribal governments. From inception, these grant programs have provided over 400 planning grants totaling nearly \$62.5 million. These grants have been instrumental in developing and studying the sustainability of land use plans that increase the quality of life for many Californians.

The Environmental Justice (EJ) and Community-Based Transportation Planning (CBTP) grant programs are discretionary programs and it is extremely vital for Caltrans to work together to develop innovative and robust products that communities can use a flourish from. Successful grants include innovative public and stakeholder participation aspects in the planning and decision-making process. These grants also promote smart growth principles—livable community demonstration approaches to collaborative planning. Further, EJ and CBTP grants are expected to help foster sustainable economies, increase affordable housing, improve housing and jobs balance, encourage transit-oriented and mixed-use development, expand transportation choices, and reflect community values.

We hope that you find this handbook as a useful resource and welcome any comments on how the handbook can be improved.



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1 Introduction

This handbook provides district contract managers and grantees with general guidelines on how to manage an active Environmental Justice (EJ) or Community-Based Transportation Planning (CBTP) grant. This includes the grant contracting process, project initiation, and contract management.

All scenarios may not be covered in this handbook. Immediate consultation with the Office of Community Planning (OCP) may be needed.

1.01 Responsibilities

Within Caltrans, community planning is primarily conducted by transportation planners in the districts and in OCP. Caltrans consists of 12 district offices throughout the state. OCP is located within the Division of Transportation Planning (DOTP) at Headquarters, Sacramento.

OCP is responsible for overall program and policy guidance for the EJ and CBTP grant programs. Awarded grants are managed by contract managers located in the Caltrans district offices. Grantees will work directly with their assigned district contract manager throughout the grant cycle. OCP grant managers provide district contract managers with technical assistance as needed.

2 General Program Information

Both the EJ and CBTP grant programs promote a balanced, comprehensive, multi-modal transportation system. They provide key methods by which many California communities plan for closer connection between transportation and land use.

Completed EJ and CBTP grants contribute to positive local planning practice by influencing, integrating, and complementing final products into the larger regional planning efforts. EJ and CBTP projects should also set an example by providing best practice planning solutions for communities statewide.

The implementation of the grants should ultimately lead to the adoption, initiation, and programming of transportation improvements. It is Caltrans' expectation that EJ and CBTP final products help leverage capital funds from other sources that will further enhance communities.

2.01 Planning Goals, Purpose, and Objectives

The State Transportation Planning Goals provide the framework or basis for the EJ and CBTP grant programs.

STATE TRANSPORTATION PLANNING GOALS

- **Improve Mobility and Accessibility**
Expanding the system and enhancing modal choices and connectivity to meet the State's future transportation demands.
- **Preserve the Transportation System**
Maintaining, managing, and efficiently utilizing California's existing transportation system.
- **Support the Economy**
Maintaining, managing, and enhancing the movement of goods and people to spur economic development and growth, job creation, and trade.
- **Enhance Public Safety and Security**
Ensuring the safety and security of people, goods, services, and information in all modes of transportation.
- **Reflect Community Values**
Finding transportation solutions that balance and integrate community values with transportation safety and performance, and encourage public involvement in transportation decisions.
- **Enhance the Environment**
Planning and providing transportation services while protecting our environment, wildlife, and historical and cultural assets.

Environmental Justice Grant - Purpose and Objectives

EJ planning grants promote the involvement of low-income, minority, Native American tribal governments, and other under-represented communities in the planning of transportation projects. EJ projects need to have a clear focus on transportation and community development issues to prevent or mitigate disproportionate or negative impacts. The objective is to improve mobility, access, safety, and opportunities for affordable housing and economic development.

Community-Based Transportation Planning Grant - Purpose and Objectives

CBTP grants promote transportation and land use planning projects that encourage community involvement and partnership. Projects need to include community and key stakeholder input, collaboration, and consensus building through an active public engagement process. Projects support livable and sustainable community concepts with a transportation or mobility objective, promote community identity and quality of life, and display a transportation and land use benefit.

2.02 Grant Funding

Approximately \$6 million in State “local assistance” funds are allocated for EJ and CBTP grant programs each fiscal year (FY), *pending approval of the state budget*. Funding distribution depends upon the quality and amount of applications received for each program.

Project funds must be encumbered during the first FY of award. Work may begin during the year of encumbrance, **only after**:

- ✓ the state budget is approved
- ✓ the grantee receives a fully executed Fund Transfer Agreement (FTA), and
- ✓ the grantee has received a formal “Notice to Proceed” letter from District staff (see Appendix M).

All work must be completed by February 28 of the third FY. Time extensions cannot be granted as grant funding will lapse.

The second and third FYs are for project-related activities. All work must be completed by February 28 of the third FY. Time extensions **cannot** be granted as grant funding will lapse as set forth in state law. Please note, grantees and district staff have an additional 60-day period to submit and process remaining invoices for reimbursement. Caltrans Accounting must receive ALL final invoices by April 28. [Please see Section 6.01.](#)

2.03 Grantee/Sub-Recipient Relationship

An eligible sub-applicant will be identified by an eligible applicant on the onset of the application. When awarded, the grantee (previously known as the applicant) will need to enter into an agreement with the sub-recipient (previously known as the sub-applicant). This agreement needs to outline the services to be performed, including rates of reimbursement. Additionally, the sub-recipient is required to adhere to the same provisions in the FTA as the grantee and these provisions must be included in the agreement between the grantee and sub-recipient. A copy of this agreement needs to be submitted to the district contract manager prior to any work being completed. Sub-recipient must submit invoices to the grantee as work is performed. The grantee cannot request reimbursement from Caltrans until the sub-recipient has been paid.

2.04 Local Coordination

Grantees must coordinate projects with transportation planning efforts taking place within their region. The district contract manager will initiate consultation between the Native American tribal government (Tribe) and the Metropolitan Planning Organization (MPO) or Regional Transportation Planning Agency (RTPA), if the grantee is a Tribe or if a project resides within or adjacent to tribal land. District contract managers need to remember to include the district tribal liaison and regional planning liaison in these efforts.

Grantees that are an MPO or RTPA should include their project as an informational work element in their Overall Work Program (OWP). District contract managers need to work with the district regional planning liaison to help facilitate the OWP administrative amendment process with the MPO or RTPA. Guidance on OWP administrative amendments can be found in the Regional Transportation Planning Handbook located at the following link:

http://www.dot.ca.gov/hq/tpp/offices/orip/owp/index_files/Final_2011_RPH.pdf

2.05 Audits

Grantees that accept EJ or CBTP grants may be subject to audits performed by Caltrans Audits and Investigations (A&I) prior to award of the grant, during the grant period, and/or after conclusion of the grant. The following describes each audit type that may be required;

Pre-Award Audit

Once it has been determined which applicants will be awarded an EJ or CBTP grant, OCP will request A&I to perform a pre-award audit based on the following criteria:

- New grantees
- Grantees that have not recently been audited
- Grantees that have been previously determined “high-risk”
- Grantees that have undergone prior audits with significant weaknesses or deficiencies in their financial management systems

A&I will notify OCP within 5 business days of receiving this request as to which grantees will be required to undergo a pre-award audit. It typically takes 60-90 days to conduct a pre-award audit, and this must be completed prior to the grantee and Caltrans signing the FTA.

A pre-award audit will determine whether the grantee has an adequate financial management system in place to accumulate and segregate reasonable, allowable, and allocable costs. It will also alert both the grantee and Caltrans of possible problems relative to the agency’s cost proposal and financial management system. Please be advised that if a pre-award audit is required, it can potentially delay the start of the project as the agreement will not be executed until the pre-award audit is complete and the final report is issued. District contract managers will work with grantees to determine if the delay will hinder their ability to complete the project by the terms specified in the agreement.

If a pre-award audit is required, it can potentially delay the start of the project as the agreement will not be executed until the pre-award audit is complete and the final report is issued.

Interim Audit

An interim audit is performed on an as-needed basis. For example, during a pre-award audit (described above), if it is found that the grantee's financial management system is new or if deficiencies are noted, an interim audit may be scheduled. Caltrans may also request an interim audit if there are concerns to be addressed during the course of the agreements. The purpose of the interim audit is to:

- Determine if the financial management system is adequate to accumulate and segregate reasonable, allowable and allocable project costs
- Ensure that billed costs are supported and in compliance with agreement provisions and State and federal regulations.
- Ensure that any deficiencies are corrected

Incurred Cost Audit

An incurred cost audit may be performed after project completion to determine whether the costs claimed were supported and in compliance with agreement provisions, and State and federal rules and regulations. Incurred cost audits are performed routinely for many Caltrans agreements.

All grantees, sub-recipients, and consultants accounting records and other supporting documents connected with project performance shall be maintained for a minimum of three (3) years from the date of final payment to grantee. These documents must be made available for inspection, copying, and audit by representatives of Caltrans, the California State Auditor.

2.06 Title VI Non-Discrimination Requirements

Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color, or national origin in programs or activities receiving federal financial assistance. Presidential Executive Order 12898 addresses environmental justice in minority and low-income populations. Presidential Executive Order 13166 addresses services to those individuals with limited English proficiency. The rights of women, the elderly, and the disabled are protected under related statutes. These Presidential Executive Orders and the related statutes fall under the umbrella of Title VI.

Federal aid recipients, sub-recipients, and contractors are required to prevent discrimination and ensure non-discrimination in all of their programs, activities, and services whether these programs, activities, and services are federally funded or not. The Caltrans Civil Rights Title VI Coordinator is responsible for providing leadership, direction, and policy to ensure compliance with Title VI of the 1964 Civil Rights Act and environmental justice principles. Caltrans is proud of its longstanding policy to ensure that social impacts to communities and people are recognized early and continually throughout the transportation decision-making process--from the very first thought about a transportation plan to post-construction operations and maintenance.

2.07 Americans with Disabilities Act

The Americans with Disabilities Act (ADA) was signed in 1990 and amended by Congress in 2008. ADA prohibits discrimination in all employment practices, including job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. The ADA works to protect the underrepresented.

Under Title I of the ADA, employment discrimination is prohibited against qualified “individuals with disabilities.” Persons discriminated against because they have a known association or relationship with a disabled individual is also protected. The ADA defines an “individual with a disability” as a person who has a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or is regarded as having such impairment.

For additional information regarding ADA, please contact your district contract manager or see the links below:

<http://www.eeoc.gov/laws/statutes/adaaa.cfm>

<http://www.ada.gov/>

2.08 Early Termination

These grant programs are discretionary. By entering into contract with Caltrans (signing the FTA), grantees agree to all provisions set forth in the executed FTA. District contract managers and OCP want all grantees to be successful by producing and delivering final product(s) that meet EJ and CBTP grant goals. Further, these final product(s) are a reflection of communities for which they were developed. Although project termination is the last resort, Caltrans is prepared to take aggressive action if the grantee fails to adhere to any of the terms of the executed FTA.

FTA, Section II, recital 5a, 5b, and 5c read as follows:

“a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.”

“b. In the event of termination, CALTRANS will reimburse AGENCY for all allowable, authorized costs up to the date of termination.”

“c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this FTA.”

OCP, district contract managers, and grantees need to collectively work together to make sure early termination does not become an issue. Open and honest dialog is needed for the grants to be successful.

If a grant is terminated early for any reason, the grantee has 60 days from the date of termination to submit the final invoice, evaluation materials and any final products.

3 Contract Execution

A flow chart demonstrating the following process of contract execution is available in Appendix H and at the online toolbox.

3.01 Project Award and Conditions

OCP will formally notify applicants with a conditional letter of award pending the passage of the state budget. This letter provides the grantee with requirements needed to enter into contract with Caltrans. District contract managers will also receive a copy of this conditional award letter.

Upon grant award notification, district contract managers are responsible for initiating communication with grantees. During this time, the district contract manager and the grantee will be identified.

Immediately upon award notification, the grantee **must** begin taking steps toward addressing the project conditions. The grantee works with the district contract manager, who provides technical assistance and recommendations, to satisfy the identified conditions. The project conditions need to be completed immediately, but no later than the date identified in the conditional award letter. **If conditions are not met by the due date, the grantee is at risk of losing the award** and the project may be replaced with another project from the alternate award list.

Once the district contract manager receives the conditional documents, he or she will verify that all conditions have been met and will ensure that the project's 'spirit and intent' are congruent with the original grant proposal that was approved.

A final review of all project documents must be done by the district contract manager prior to submittal to OCP to ensure all documents are complete. The following documents are required to develop an FTA:

1. A detailed scope of work consistent with the project timeline
2. A detailed project timeline consistent with the scope of work
3. A current local resolution

District contract managers should consult with OCP early on if there are any questions or if clarification is needed in regard to these requirements.

3.02 Local Resolution

If the local resolution submitted in the grant application was inadequate, the conditional award letter will request that a new local resolution be submitted. The grantee must seek a new local resolution immediately to ensure that there will be time for the local governing board to meet and sign the local resolution. Local governing boards usually meet once per month and sometimes every other month. Holidays can also cause local governing board meetings to be postponed. Any delays in obtaining the local resolution can cause contract execution to be delayed and may result in the award being rescinded. Delays in contract execution will mean less time for the grantee to conduct project activities.

All local resolutions must contain the following:

- State the title of the project.
- State the title of the person authorized to enter into a contract with Caltrans on behalf of the applicant.
- Be enacted by the application deadline. Resolutions more than a year old will not be accepted.
- Be signed by the governing board of the grant applicant.

A sample local resolution and checklist can be found in Appendix E and at the online toolbox.

3.03 Scope of Work

The scope of work (SOW) is the official description of the work that will be completed during the contract and also becomes part of the executed FTA. The SOW will serve as a reference point for monitoring progress and deliverables, and must be consistent with the project timeline.

The SOW must:

- Be completed using the FY 2013-14 template provided and in Microsoft Word format
- List all tasks and sub-tasks using the same title as stated in the project timeline
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e. applicant, sub-applicant, or consultant)
- Have a thorough and accurate description of each task and sub-task
- Include a task for a kick-off meeting with Caltrans at the start of the grant
- Include a task for procurement of consultants, if consultants are needed
- Include a task for invoicing
- Include a task for quarterly reporting to Caltrans
- Include public participation and services to diverse communities
- NOT include environmental, complex design, or engineering work and other ineligible activities

- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline

A sample SOW and checklist can be found in Appendix F and at the online toolbox.

When the FTA is executed, tasks and subtasks cannot be modified without authorization from the district contract manager and OCP. If changes are significant, a formal amendment from DPAC may be necessary. This could take 60-90 days and all work must stop, causing a significant delay in the delivery of the final product(s).

3.04 Project Timeline

The project timeline is the official documentation of the budget and timeframe of the project and also becomes part of the executed FTA. The project timeline will serve as a reference point for monitoring progress and deliverables, and district contract managers will use it as a basis to determine if invoices are reasonable and appropriate. The project timeline ***must be consistent with the scope of work.***

The project timeline must:

- Be completed using the FY 2013-14 template provided (do not alter the template) and submit in Microsoft Excel format
- List all tasks and sub-tasks with the same title as stated in the scope of work
- Have task and sub-task numbers in proper sequencing, consistent with the scope of work
- Include a task for a kick-off meeting with Caltrans at the start of the grant
- Include a task for procurement of consultants, if consultants are needed
- Include a task for quarterly reporting to Caltrans
- Include a task for invoicing
- List the responsible party for each task and sub-task, and ensure that it is consistent with the scope of work (i.e., applicant, sub-applicant, or consultant)
- Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match
- State a realistic total cost for each task based on the work that will be completed
- Include a proportional spread of local cash match. The percentage of local cash match contributed should be the percentage used to determine the local cash match amount for each task on the timeline. For example, if 7.5% local cash match is contributed, multiply 7.5% by the grant amount and note the product in the local cash match column. This must be done for each task.
- Have a best estimate of the amount of time needed to complete each task
- Have the timeframe begin at the beginning of the contract period (Feb 2014)
- Have the timeframe extend all the way to the end of the contract period (Feb 2016)
- List the deliverable for each task as stated in the scope of work

A sample project timeline and checklist can be found in Appendix G and at the online toolbox.

When the FTA is executed, tasks and subtasks cannot be modified without authorization from the district contract manager and OCP. If changes are significant, a formal amendment from DPAC may be necessary. This could take 60-90 days and all work must stop, causing a significant delay in the delivery of the final product(s).

3.05 STD Form 204—Payee Data Record

The Payee Data Record ensures that the correct address will be put into the Caltrans accounting system, known as AMS Advantage, for accurate arrival of invoice reimbursement checks. All grantees need to complete this form, regardless of governmental affiliation. The district contract manager must forward this form to the grantee for them to complete and sign. Once the district receives the signed form back, the district contract manager needs to fill in Section 6 with his or her information.

A sample Payee Data Record can be found in Appendix J and at the online toolbox

3.06 Meeting Conditional Requirements

The grantee must submit conditional documents to the district contract manager. The district contract manager must submit these documents to the headquarters grant manager in OCP for a final review. To eliminate unnecessary back and forth in the process, it is important that district contract managers do a thorough job of reviewing the documents in their entirety before submitting them to OCP for processing. If there are any items of concern, OCP will contact the district contract manager and request that he or she work with the grantee until the documents are correct.

A complete submittal includes:

- Scope of Work—must be in MS Word
- Project Timeline—must be in MS Excel
- Local Resolution, if requested in the conditional award letter
- STD Form 204—Payee Data Record (completed by the grantee and the district contract manager)
- Any other documents requested in the conditional award letter

3.07 Contract Forms

Once OCP approves the conditions, the headquarters contract liaison will e-mail the district contract manager the following two forms to sign.

ADM Form 0360—Service Contract Request

The information on the Service Contract Request form will be completed by headquarters. The only part of the form the district contract manager will need to complete is the grantee information. The district contract manager needs to sign this form and obtain a signature from their approving manager (usually a Senior Transportation Planner). Please note, DPAC requires two separate signatures. All signatures must be in **blue ink** (an electronically scanned color copy is acceptable).

It is typically estimated that grant work will begin the February following the award announcement. Should it be expected that the contract be executed before the February start date, the headquarters contract liaison will adjust the project timeline and Service Contract Request form to reflect an earlier start date. This will allow the grantee more time to work on the project. The Service Contract Request form and the project timeline must have congruent project start and end dates. It takes about 60 days for the DPAC analyst to process and write the contract.

A sample Service Contract Request form can be found in Appendix I and at the online toolbox.

ADM Form 3043—Conflict of Interest Statement Clarification

The Conflict of Interest Statement Clarification form needs to be signed for each grant. The district contract manager needs to sign on the first line and the district contract manager's supervisor (usually a Senior Transportation Planner) needs to sign on the second line. OCP will obtain the remaining signatures from the Resource Management Branch (RMB) at headquarters.

A sample Conflict of Interest Statement Clarification can be found in Appendix K and at the online toolbox.

3.08 Fund Transfer Agreement

The headquarters contract liaison will forward all forms to RMB and DPAC. An analyst from DPAC will be assigned to write and execute the Fund Transfer Agreement (FTA). At this point, the grant receives a contract number. The FTA is developed by DPAC in conjunction with OCP and the district contract manager. The FTA is the binding contract between Caltrans and the grantee.

The district contract manager and the DPAC analyst need to work together to execute the FTA as quickly as possible. The DPAC analyst sends the district contract manager a draft FTA and a Contract Manager's Checklist. The district contract manager must review the FTA for accuracy and submit the checklist with any FTA errors back to the DPAC analyst.

After the DPAC analyst corrects any identified errors and finalizes the FTA, he or she e-mails the FTA to the grantee for review and signature. Once the grantee has agreed to the terms, they will sign five copies of the original contract and return them to DPAC. When DPAC receives the five copies of the original contract, they will sign and distribute them to the Division of Accounting (DOA), the district contract manager, the grantee, and OCP. The contract is now fully executed.

An STD 215 Agreement Summary form will be completed between DPAC, OCP, and RMB. A copy of this form will be included in the final executed FTA. The district contract manager does not need to sign or complete any part of this form.

The headquarter contract liaison requests to be copied on all communication between the district contract manager and DPAC. OCP wants the contracting process to move as smoothly and quickly as possible. To be able to do this, OCP needs to be aware of issues as they arise.

To further expedite the process, it is recommended that the district contract manager inform the grantee that a sample FTA boilerplate is available to review online. This ensures that questions can be explained ahead of time. District contract managers need to alert OCP of potential changes that may be needed. Any change to standard boilerplate language requires Caltrans policy and legal review, which can take 30-90 days. OCP will facilitate this process if the grantee is proactive and submits any changes when conditions are due.

A sample FTA boilerplate can be found in Appendix L and at the online toolbox.

3.09 “Notice to Proceed” Letter

The grantee is only authorized to commence work and incur costs when a formal “Notice to Proceed” letter has been received from the district contract manager. The district contract manager must send this letter immediately to the grantee, but not more than five (5) working days from the execution date of the FTA. This quick turn-around is needed to allow grantees as much time as possible to work on their grant.

The purpose of the letter is to formally inform the grantee that the contract is fully executed and work may begin. The letter also formally introduces the district contract manager and initiates expectations which set the stage for the kick-off meeting.

A sample “Notice to Proceed” letter can be found in Appendix M and at the online toolbox.

4 Contract Management

The district contract manager maintains oversight of the FTA and monitors the project’s progress. Both the grantee and district contract manager must ensure the project stays on schedule, paying specific attention to the task completion dates and funding totals which are identified in the approved project timeline and attached to the executed FTA. The district contract manager must also monitor, review, verify, and provide feedback to the grantee on deliverables, reports, invoices, and other products associated with this grant. If there are issues or questions that cannot be answered by the district contract manager, OCP is available to assist.

It is important that district contract managers and grantees maintain an open line of communication throughout the life of the project. Grantees must inform the district contract

manager immediately of any expected delays or difficulties with a project. District contract managers in turn will advise OCP of the corrective action that will be taken to put the project back on schedule.

District contract managers and grantees must become familiar with all available resources to assist in the management of their project's contractual obligations. A list of resources can be found in Appendix A of this handbook.

4.01 Kick-Off Meeting

A mandatory project kick-off meeting between the district contract manager and the grantee needs to be scheduled within one week of the date on the "Notice to Proceed" letter. This meeting will need to occur within 10 working days from the date of the letter.

Time is of the essence so the district contract manager and the grantee project manager need to meet to set clear expectations and establish roles and responsibilities from the beginning. In addition to the grantee project manager, it is strongly recommended that a representative from the grantee's accounting department attend. If applicable, the identified sub-recipients' project manager, sub-recipients' accounting representative, headquarters grant manager, and other interested Caltrans parties should be present as well.

The purpose of this meeting is to discuss the following:

- Provide the grantee with a copy of this handbook
- Review district and grantee roles and responsibilities
- Review the entire executed FTA, including the attached SOW and project timeline
 - Review the intent, goals, and project deliverables
- Discuss the consultant procurement procedures and the approach that will be used
- Review accounting requirements (Generally Accepted Accounting Principles)
- Discuss quarterly reports and how that information will be shared with the district
- Review the payment and invoicing requirements
- Continue to stress the importance of open communication

Caltrans wants each project to be successful. We can do this by becoming fully engaged and being available to help problem-solve as issues arise. In addition, the district contract manager should be invited to attend future project meetings, public participation events, and other project-related activities that are identified in the kick-off meeting.

A sample agenda of topics that need to be covered during this meeting can be found in Appendix N and at the online toolbox.

4.02 Contract Amendments

OCP approval is required for ALL amendments. District contract managers are not allowed to approve amendments on their own discretion. All amendments require a letter from the grantee requesting the change.

OCP approval is required for all contract amendments.

Formal Amendment

Given the time and effort to amend a contract (60-90 calendar days), formal contract amendments are **highly discouraged**. A formal contract amendment requires DPAC to revise the approved contract. Formal amendments include: changes in scope of work, additions/deletions of tasks, or redirection of grant funds or local match. These changes are discouraged for discretionary grants because they are competitively awarded.

Informal Amendment

District contract managers work with grantees on informal amendments. Examples of informal amendments may include: correction of clerical errors or moving of funds between tasks as long as there is no change in scope of work or change in the total grant amount. Informal amendments involve insignificant changes that do not affect deliverables or products.

Contracts will not be amended for time extensions.

For all amendments, the district contract manager needs to contact OCP. District contract managers must advise grantees that contracts will not be amended for time extensions. Grantees are already given the maximum allowed time before funding lapses.

4.03 Third Party Contracts – Consultant Procurement

Contracts between a grantee and a consultant, or sub-consultant are referred to as “third party contracts.”

Consultant Procurement

All government funded consultant procurement transactions must be conducted using a fair and competitive process. Grantees must ensure their procurement process complies with 49 Code of Federal Regulations (CFR), Part §18.36, and the Local Assistance Procedures Manual, Chapter 10 (LAPM). **Prior to initiating any method of consultant procurement, grantees must ensure that:**

- The district contract manager is provided a copy of their procurement procedures.

- All procurement solicitations are done in a fair and competitive manner to achieve the broadest audience with no unfair restrictions.
- Each and every procurement transaction is competitively bid and awarded. This includes contract amendments and non-competitive (sole source) procurements.
- Consultant's under contract on a retainer basis or "on-call" **were procured for the specific project the grantee was awarded** and that the original procurement was in compliance with 49 CFR, Part §18.36, and the Local Assistance Procedures Manual, Chapter 10.

All consultant procurement transactions must be fair and competitive & comply with 49 CFR, Part §18.36.

Caltrans only enters into contract directly with the grantee. All third party contracts must be consistent with the approved contract with Caltrans. Grantees are fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant and must ensure that:

- No work is contracted out unless it has been identified in the grantees scope of work and project timeline.
- The contract between the grantee and the sub-recipient, consultant or sub-consultant includes all applicable provisions from the contractual agreement with Caltrans.
- All third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee.
- All agreements and supporting documentation pertaining to third party contracts be retained by the **grantee**.
- The district contract manager is provided with **copies of all third party contracts to support expenses incurred** by the grantee and all third parties.

For more information on third party contracting, visit the following links:

Code of Federal Regulations: [49 CFR, Part §18.36](#)

Local Assistance Procedures Manual: [Chapter 10](#)

District Participation on Consultant Procurement Panels

OCP encourages district planning staff participation on procurement panels and selection committees. While this participation is intended to promote prudent collaboration, it does not constitute approval of all subsequent phases.

Past audit findings have indicated that Caltrans' participation on local agency consultant selection committees may imply consent to the agency procurement process as a whole. District contract managers need to clarify and document his or her role with the grantee before entering into the

selection process. District contract manager’s should review the general consultant selection procedures of all grant recipients, **but does not participate on a selection committee as an approval authority**. District contract managers need to review and comment on perceived inconsistencies between a grantees documented procedures and the process for a specific contract without issuing a blanket approval.

District contract managers have several potential roles as participants on local consultant selection committees for contracts using planning funds. Aiding in the Request for Proposal process by reviewing bids, reviewing consultant contracts, or participating on procurement panels and selection committees are all examples of acceptable participation. It is incumbent upon district contract managers who are part of selection committees to be aware of relevant State and federal laws, as well as the documented procedures of a given agency. If questions arise, district contract managers need to contact OCP for additional guidance.

5 Fiscal Management

It is important for the project and contract manager to become familiar and comply with the program’s established fiscal management policies. This section discusses the following fiscal management policies: local match, accounting requirements, eligible and ineligible expenses, indirect and direct costs, Indirect Cost Allocation Plan, invoicing, and quarterly reports.

5.01 Local Match

The EJ and CBTP grant programs require the applicant to provide a minimum 10% local match. The following table reflects the differences in how the match is calculated for the grants awarded in each fiscal year. Please note that in FY 10-11 the local match is calculated from the total project cost, while in subsequent fiscal years, the local match is calculated from the grant amount requested.

	FY 11-12	FY 12-13	FY 13-14
Environmental Justice and Community-Based Transportation Planning Grants	10% of <u>grant amount requested</u> . At least 7.5% must be cash and the rest may be in-kind.	10% of <u>grant amount requested</u> . At least 7.5% must be cash and the rest may be in-kind. If in-kind is contributed, a Third Party In-kind Valuation Plan is required.	10% of <u>grant amount requested</u> . At least 7.5% must be cash and the rest may be in-kind. If in-kind is contributed, a Third Party In-kind Valuation Plan is required.

Cash Match

A grantee can overmatch, however, a minimum 7.5% cash match is required with the remaining contribution as in-kind. Funds already earmarked for other programs or projects cannot be used as a match. Third parties (sub-recipient or consultant) cannot provide a local cash match on behalf of the grantee. This is because contracts are between the grantee and Caltrans ONLY. These contracts do not speak to contractual relationships between grantees and third parties. Cash match contributions must be expended on a proportional basis coinciding with the expenditure of the grant funds on a task by task basis. As stated earlier, district contract managers must verify that the grantee is meeting their local match requirements for each invoice.

Third parties (sub-recipient or consultant) cannot provide a local cash match on behalf of the grantee.

Cash match sources can include, but are not limited to:

- Local sales tax
- Special bond measures
- Local transportation funds
- State or federal funds

Eligible cash match expenses can be:

- Any direct cost
- Payment of consultant invoices
- Grantee's staff time (*Note: For the FY 12-13 grant cycle and after, staff time is only allowed as a cash match—staff time is considered cash match because it is not donated.*)

In-Kind Match

An in-kind match is not required. If grantees did not identify an in-kind match in their application, they must provide the minimum 10% cash match, therefore this section does not apply. In-kind contributions are the value of donated services or goods. All in-kind contributions must be itemized.

Examples of in-kind contributions include donated:

- Printing
- Facilities
- Light refreshments (provided at public participation events)
- Interpreters
- Equipment
- Advertising
- Staff time (*Note: For the FY 12-13 grant cycle and after, staff time is NOT an allowable in-kind expense, it is considered cash*)

For FY 2012-13 grants and those awarded thereafter, in-kind contributions are defined as the value of goods and/or services donated from outside the applicant's agency. Staff time from the grantee is **not** an allowable in-kind expense. If in-kind is contributed, a Third Party In-Kind Valuation Plan must be submitted to Caltrans for approval. The Valuation Plan is an itemized breakdown by task and serves as documentation for the value of goods and/or services to be rendered.

A sample Third-Party In-Kind Valuation Plan can be found in Appendix P or at the online toolbox.

For more information on local match, visit the following link:

Code of Federal Regulations: [49 CFR, Part §18.24](#)

5.02 Accounting Requirements

Grantees are required to maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item. The accounting system of the grantee, including its sub-recipients and consultants, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of project completion. The accounting system must also provide support for reimbursement payment vouchers or invoices sent to, or paid by, Caltrans. Allowable project costs must comply with 49 Code of Federal Regulations (CFR), Part 18, and 2 CFR Part 225. It is the grantee's responsibility, in conjunction with the district grant manager, to monitor work and expenses to ensure the project is completed according to the approved SOW and project timeline. Grantees must monitor work and costs to ensure invoices are submitted on a regular and timely basis (as milestones are completed). Grantees must communicate with the district contract manager to ensure any issues are addressed early during the project period.

5.03 Eligible Expenses

Allowable project costs will comply with [49 CFR, Part 18](#), and [2 CFR, Part 225](#) requirements.

Examples of eligible planning-related expenses include:

- Community outreach activities (community meetings, charrettes, focus groups, etc.)
- Data gathering and analysis
- Planning consultants
- Bilingual services to facilitate meetings
- Reproduction costs
- Conceptual illustrations of the project
- Meeting space, computer or furniture rental, to be used for community outreach events
- Meeting participant incentives such as transit passes and light non-alcoholic refreshments

- Light meals may be provided for participants in public engagement events that exceed 4 hours. The grantee must get approval from the district contract manager **prior** to incurring these expenses.
- Travel expenses, including meals or lodging (see travel expense requirements)
- Use of personal vehicles (see travel expense requirements)

Travel Expenses

Grantees may be eligible to claim travel expenses, as long as the expenses have been identified and approved in the SOW and project timeline. Travel expenses and per diem rates are not to exceed those as specified by the State of California Department of Personnel Administration for similar employees (e.g., non-represented employees). In those rare instances when lodging cannot be obtained within the approved state rates, a written justification is required as specified in the California Department of Transportation's Travel Guide Exception Process.

Travel expenses and per diem rates are not to exceed those as specified by the State of California.

For information on eligible travel expenses, please visit the following website:
<http://www.dot.ca.gov/hq/asc/travel/>

Incentives (Environmental Justice Grants)

Many case histories in environmental justice have shown that traditional methods of outreach to underrepresented communities are not always successful. More culturally sensitive and innovative methods may be needed to reach a targeted group. In these cases, the grantee may provide an incentive in the form of cash, a meal, childcare, transportation, promotional products, or other amenities based on the judgment of the grantee. The grantee must get approval from the district contract manager prior to the use of these methods. This practice is acceptable when it is the only reasonable means to obtain necessary public participation. The grantee will only be reimbursed for incentives after a written explanation of why the innovative method is necessary. A justifiable reason could be the grantee's previous experience in similar case studies, or unsuccessful attempts to obtain public participation using traditional methods.

The grantee must get approval from the district contract manager prior to the use of these methods

5.04 Ineligible Expenses

Grantees **cannot** use grant funding (including local mach funds) for the following:

- Organizational membership fees
- Purchase of computers, software, office furniture, or other capital expenditures
- Lobbying
- Acquisition (purchase or rental) of any vehicles used for transit or shuttle programs
- Operating subsidies of vans or shuttles
- Procurement of any type of equipment

- Environmental studies, plans, or documents normally required for project development under the National Environmental Policy Act or the California Environmental Quality Act
- Project Initiation Documents
- Traffic studies
- Engineering, detailed design, or design specifications
- Construction permits
- Purchase of construction materials
- Construction of any type of facility
- Purchase of maintenance materials
- Any other items unrelated to the project

5.05 Indirect and Direct Costs

Indirect costs are generally defined as those costs incurred for a common or joint purpose benefiting more than one task. Examples of some indirect costs are rent, utilities, and other overhead costs. Indirect costs require an Indirect Cost Allocation Plan (ICAP) or an Indirect Cost Rate Proposal (ICRP).

5.06 Indirect Cost Allocation Plan

State, Local and Native American Tribal Governments

If a grantee or sub-recipient is seeking reimbursement of indirect costs, they must submit an Indirect Cost Allocation Plan (ICAP) or an Indirect Cost Rate Proposal (ICRP) to A&I **annually** for review and approval prior to reimbursement. The ICAP/ICRP must be prepared and submitted in accordance with 2 CFR, Part 225 and the Caltrans Local Assistance Procedures Manual. Grantees need to consult with their district contract manager for assistance through the ICAP/ICRP process.

Educational Institutions

If the sub-recipient is an educational institution (e.g., state university) that is seeking reimbursement of indirect costs, they must submit to A&I, a request for acceptance letter and a copy of their federally approved ICAP from their cognizant agency. A&I must review and accept the federally approved rate before the institution can request reimbursed for in-direct costs.

ICAP/ICRP submittal instructions can be found at the following website:

http://www.dot.ca.gov/hq/audits/icap_icrp.html

ICAP/ICRPs must be submitted to:

Department of Transportation
Audits and Investigations
Attn: Ms. Zilen Chen
P.O. Box 942874, MS 2
Sacramento, CA 94274-0001

5.07 Invoicing

It is the grantee's responsibility, in conjunction with the district contract manager, to monitor work and expenses to ensure the project is completed according to the contracted SOW and project timeline. Grantees managers must ensure that local match is drawdown proportionally as stated in the approved project timeline. The district contract manager must remind the grantee to submit invoices and supporting documentation on a regular and timely basis, as milestones are completed. The grantee must communicate with the district contract manager to ensure issues are addressed early. Districts need to advise OCP when problems occur so that all parties can work together to find a solution as early as possible.

Invoices need to be submitted at least quarterly, but no more frequently than monthly in arrears as milestones are completed in accordance with the approved SOW and project timeline. The grantee must pay its sub-recipients and named sub-contractors as milestones are completed before submitting an invoice to Caltrans. A lump sum invoice for the entire grant amount is not allowed.

*A lump sum invoice
for the entire grant
amount is not allowed.*

If the grantee does not meet the minimum invoice submittal requirements as outlined in the FTA, this will be seen as poor contract management. Timely invoicing provides documentation to ensure work is being performed according to the FTA and minimizes reimbursement liabilities for all involved stakeholders. District contract managers need to notify OCP when invoices are being submitted infrequently. If the grantee's invoicing performance does not improve after being notified, the District and OCP can terminate the contract at their discretion.

Late Payment Penalties

Per Government Code (GC) Section 811.2, "Public Entities" include the Regents of the University of California, California State University, a county, a city, public authority, public agency, and any other political subdivision or public corporation in the State.

Public entities are covered by the provisions in GC Section 926.10. Per this code, public entities are entitled to interest on the 61st day after the entity has properly submitted an undisputed invoice.

Caltrans is allowed 45 of the 60 calendar days to review and process a properly submitted, undisputed invoice. It is recommended that district contract managers review and process all properly submitted, undisputed invoices within 15 days of receipt. Accounting and the State

Controller's Office have the remaining time to review and process payment. See the Invoice Dispute and Processing an Invoice sections for guidance.

Invoice Package

The following two sections, Invoice Package and Invoice Review, will guide district contract managers and grantees through the reimbursement process. It is the district contract manager's responsibility to review all invoices. Invoices must comply with the approved FTA, SOW, and project timeline.

To be reimbursed, the grantee needs to submit an accurate and complete signed blue ink copy of the invoice package to the district contract manager. By following the Invoice Review Checklist, the grantee can verify that the required information is included in each invoice package. An invoice package consists of the following:

- 1. Cover Letter:** The cover letter is a formal request for reimbursement from the grantee. This must be an original signed document on agency letterhead and addressed to the district contract manager.
- 2. Invoice:** The invoice shows project costs incurred by the grantee during the dates of service. The invoice must contain a list of tasks and sub-tasks and the amount charged for each task. The local cash match (and in-kind contributions, if applicable) must be identified for each task. The end of the invoice must contain an overall funding summary stating the amounts previously billed for the grant funds and the local match, as well as a contract balance. The invoice must be on grantee letterhead.
- 3. Invoice Summary:** This is the statement that reconciles expenditures. The summary needs to briefly explain the work that was completed, the progress that was made, and the deliverables that were produced during the dates of service.
- 4. Support Documentation of Expenditures:** This documentation details the expenditures that are being invoiced for reimbursement (e.g., employee time sheets and salaries, receipts for any incurred costs, etc.). Proof of both the grant amount and the local match contributions must be provided with the invoice. Deliverables should accompany the invoice. Invoices cannot be approved for payment when supporting documentation is not provided or the supporting documentation is inadequate.

It is recommended that the grantee send an electronic copy to the district contract manager for review. Once the district contract manager has determined the invoice package is complete and accurate, a signed blue ink copy must be sent to the district contract manager (electronic copies are acceptable). This will ensure reimbursement in a timely manner without an invoice dispute.

A sample invoice package can be found in Appendix Q and at the online toolbox. The sample invoice package includes each item listed above.

Invoice Review

It is the district contract manager's responsibility to work with the grantee to ensure invoice formatting and content are correct. District contract managers should use the Invoice Review Checklist to verify that an invoice is accurate and complete. If items on this checklist are not met within the Prompt Payment Act guidelines, the invoice must be disputed. For additional information, refer to the Invoice Disputes and Late Payment Penalties sections.

Reimbursements of funds are allowed only for work performed **after the start date** and up to the **termination date** of the contract. The requested reimbursement amount should be in proportion with the percentage of the tasks completed.

District contract managers need to be sure to use a date stamp to show when the district actually received the invoice. This is the date that needs to be used when entering the invoice(s) in AMS Advantage or issuing a Dispute Notification. Please note, if the received date and the date of the invoice are more than a few days of each other, district contract managers need to have the grantee resubmit the invoice with a revised date.

The district contract manager needs to file the invoice package, track tasks completed, and monitor funds expended to date. An invoice tracking sheet can be found in Appendix R and at the online toolbox.

A sample Invoice Review Checklist can be found in Appendix S and at the online toolbox.

Once the invoice package has been reviewed and approved, the district contract manager can then process the invoice in AMS Advantage.

Processing an Invoice (District Contract Manager)

Once the district contract manager approves an invoice package, the AMS Advantage receiving record and the invoice must be transmitted electronically to RMB, Accounting, and OCP. Please see the following instructions:

Completing a Receiving Record in AMS Advantage

1. Log into AMS Advantage using CTPass
2. Each invoice must be submitted with a completed receiving record (also known as a Receiver). Information on how to complete a receiving record can be found at: [Completing a Receiving Record](#) and in Appendix T.

A training video can be found at the following site:

http://www.onramp.dot.ca.gov/hq/finance/advantage/training_materials/

3. The contract manager sends the AMS Advantage **receiving record** and **invoice** electronically to the Caltrans' Division of Accounting contact person and copies their OCP grant manager.

The district contract manager must copy the representative from the Division of Accounting in order for the invoice to be paid.

Instructions on how to locate the Accounting Contact Person

- Follow the link to the Caltrans’ Division of Accounting website: http://onramp.dot.ca.gov/hq/accounting/telephone_lists/
 - Click on the *Office Commodity & Contract Payables* link, which will take you to Accounting’s directory of contacts
 - In the directory, under the *Service Payables Branch*, in the *Section Chief Letters* column, you will search for the first letter of your vendor name. For example, if you need to pay the City of Los Angeles, you will look for the contact person that corresponds to the Section Chief Letter “L”. For the Sacramento Area Association of Governments (SACOG), you will look for the contact person that corresponds to the Section Chief Letter “S”. Be sure to send it to the staff person, not the supervisor, for that section.
4. The district contract manager must retain one original copy of the following for the district’s project file:
- An original and complete invoice package (with the cover letter, invoice summary, and support documentation of expenditures)
 - A copy of the AMS Advantage receiving record
 - If a dispute occurred, the Invoice Dispute written record of communication and AMS **Advantage** Invoice Dispute printout (see the Invoice Disputes section).

Invoice Disputes (District Contract Manager)

Should issues arise while reviewing an invoice, the district contract manager must complete the invoice dispute process. In this case, the entire invoice must be disputed. A district contract manager cannot dispute an invoice based on minor or technical deficiencies. It is required that district contract managers dispute an invoice within 15 days of receipt. This process “stops the clock” and allows time for the district contract manager and the grantee to resolve the issues. A corrected invoice will then need to be resubmitted.

District contract manager’s may use their discretion and dispute an invoice for reasonable cause. Reasonable cause is defined as any of the following:

1. There is a discrepancy between the invoice and the provision of the contract.
2. There is a discrepancy between the invoice and the grantee’s actual delivery of products or services to the State.
3. There is a lack of documentation to support the validity of the invoice.

To properly dispute an invoice in AMS Advantage, please view how to “Dispute an Invoice – Enter an Invoice Dispute Notification (IDN)” at http://onramp.dot.ca.gov/hq/finance/advantage/quick_reference_guides/pdf/DisputeInvoice.pdf, Appendix U, and at the online toolbox.

The form that is created in AMS Advantage must be printed and communication to the grantee must be established within **15 working days** of receiving the invoice.

The **district** is liable for paying late penalties on an invoice balance if the district contract manager fails to adhere to the 15 calendar day mandated timeframe. To avoid interest and penalties, it is important for the district contract manager to document communication with the grantee.

Invoice Monitoring and Payment Verification (District Contract Manager)

It is the district contract manager’s responsibility to ensure payment has been issued to the grantee before late penalties occur. Approximately 30 days after the district contract manager submits a receiving record and invoice to Caltrans’ Accounting, expenditure balances, or a grant’s drawdown should be traceable in AMS Advantage. To access this information in AMS Advantage, district contract managers will need to follow these instructions.

To verify request for payment was sent to the State Controller’s Office:

1. Log into CTPass
2. Under “Web Applications,” click on the “AMS Advantage” link
3. In the Page Code field box, located in the upper right hand corner, type “MATA”, click “Go”
4. Click search and enter the following: “Doc Code: CT,” “Doc Dept: 2660,” and “Doc ID: contract number”, click “ok”

To verify payment was sent to the grantee

5. Under the “Payment Request Document,” write down or copy (Ctrl + “C”) the “PRC” code (it's all the numbers after your Doc Dept. ID)
6. Type “LINQ” in the Page Code box, a new page will be displayed. Type in your “Document Code: “PRC” Doc Dept: 2660,” and enter the PRC you pulled from the previous page into the Doc. ID. After info is entered, click the forward button.
7. A new page will pop up and you want to click on the “AD” Document ID link.
8. A new page will pop up and you want to write down or copy (Ctrl + “C”) the “Claim Schedule Number” (right side of the page).
9. Type “CHI” in the Page Code box and input your “Claim Schedule Number” with an asterisk (*) after the ID number. Hit “Enter” and a new page should pop up.
10. When the new page appears, click on the ID link. This should take you to the general information page, where you can see the final check amount that was issued to the grantee.

Note: the payment amount may exceed your specific invoice amount. This is because the State Controller’s Office lumps all payments from various Departments into one check.

These instructions can also be found at the online toolbox.

An alternative way to verify payments is by doing a payment history search at:
http://www.dot.ca.gov/hq/payhist/index.php/search/search_pay

It is the district contract manager's responsibility to ensure payment has been issued to the grantee before late penalties occur.

5.08 Quarterly Reporting Requirements

Quarterly reporting is required for all grants. It is the district contract manager's responsibility to complete the quarterly report form, not the grantee. The quarterly report illustrates a project's progression and allows OCP to determine if a project is deficient in progress.

District contract managers should be able to complete quarterly reports based on invoice summaries, discussions with grantees, e-mails, and other written correspondence conducted through the prior quarter. If needed, the district contract manager can solicit the grantee by phone or by creating a separate quarterly report template for the project manager to fill out and send back. In this case, the district contract manager would then need to review the information and transfer it onto the template provided by OCP.

As a part of the quarterly report, the grantee must provide the district contract manager with project deliverables for tasks completed, according to their SOW and project timeline. The district contract manager needs to verify that project progress is occurring according to schedule.

Quarterly reports consist of the following information:

- Performance information - percentage of work completed, including planned and actual completion dates
- Summary - work completed during the quarter, including problems encountered and expected during the next quarter
- Funding information - grant, local cash, and in-kind amounts expended from contract execution to date

Please note: If projects deviate from the approved project timeline, district contact managers need to provide OCP with written documentation (letters or e-mails) that show what steps will be taken to put the project back on schedule.

Quarterly reports must be submitted to headquarters according to the schedule below:

<i>Quarter</i>	<i>Reporting Period</i>	<i>Due to OCP</i>
1	July - September	October 15
2	October - December	January 15
3	January - March	April 15
4	April - June	July 15

A sample quarterly report can be found in Appendix O and at the online toolbox.

6 Project Close-Out

6.01 Contracting Period Limitations

All work must be completed by **February 28** of the third FY—**time extensions are not allowed as grant funds lapse**. The contract expiration date is the last day that a grantee can incur project costs.

The grantee has 60 calendar days after contract expiration to make any final payments to third parties and submit the final invoice to the district contract manager for reimbursement. District contract managers need to work with the grantee to ensure that invoices are submitted early, allowing adequate time for review.

Project FY	Project Expiration	Final Invoice & Deliverables Due to District Contract Manager
2010/2011	February 28, 2013	April 28, 2013
2011/2012	February 28, 2014	April 28, 2014
2012/2013	February 28, 2015	April 28, 2015
2013/2014	February 28, 2016	April 28, 2016

6.02 Final Invoice

The grantee must submit all copies of the final product, all deliverable(s), and the close-out survey to the district contract manager **prior** to requesting final payment. Caltrans reserves the right to withhold payment to an agency pending receipt of all final deliverable(s). The final deliverable(s) ensure that all contractual requirements are met and a quality product has been produced before processing the invoice. Once the district contract manager receives and approves final

deliverable(s), payment can be released. Only the cost of work and services actually rendered at or below the awarded grant amount is reimbursable.

District contract managers need to work with the grantee to ensure final products are consistent with deliverables identified in the approved scope of work. If there are any issues with the content or quality of the final product, the grantee may not receive final reimbursement.

The district contract manager must indicate on the AMS Advantage receiving record that it is the final invoice. All unspent funds will be returned to the State of California and the Department will no longer have access to it.

6.03 Final Product

The project manager and district contract manager ensure the project is completed according to the scope of work, project timeline, and FTA. The grantee must accredit the appropriate EJ or CBTP Grant Program on the cover or title page of the final product. All final products delivered under these grant programs are expected to result in a documented study, plan, or concept. Final products are expected to include identification of potential barriers and propose strategies or tools that address the identified barriers and advance the project toward implementation.

Along with the final invoice, the project manager will mail four hard copies and four electronic copies (on compact discs) of the final product to the district contract manager. The project manager can distribute any additional copies of the final product to the public or key stakeholders.

Once the four hard copies and four compact discs are received, the district contract manager will:

- Keep one set for Caltrans district files
- Mail one set to the Caltrans headquarters grant manager
- Mail one set to the California State Library (address below)
- Mail one set to the California Department of Transportation Library (address below)

California State Library
Government Publications Section
P.O. Box 942837
Sacramento, CA 94237-0001

California Department of Transportation
Transportation Library (MS45)
P.O. Box 942874
Sacramento, CA 94274-0001

6.04 Evaluation Materials

The district contract manager will send one hard and one electronic copy of the final product, along with the Grantee Project Close-Out Survey, Contractor Evaluation Form (STD. 4), and a District Close-Out Program Survey to OCP.

OCP ultimately reviews the final report and evaluation materials (surveys and close-out form). These documents close-out the project and serve as tools to improve program policies and develop new protocols for upcoming grant cycles.

Grantee Project Close-Out Survey

The Grantee Project Close-Out Survey evaluates the project manager's experience and overall success of the project. The survey and the final product must accompany the final invoice, which is sent to the district contract manager.

A copy of the Project Close-Out Survey can be found in Appendix X and at the online toolbox.

Contractor Evaluation Form (STD 4)

The Contractor Evaluation Form (STD 4) evaluates the performance of the grantee. This evaluation form must be completed by the district contract manager for all EJ and CBTP grants.

If performance by the grantee was unsatisfactory, the grantee will be notified and sent a copy of the unsatisfactory evaluation within fifteen days after completion of the grant. The district contract manager will send a copy of the evaluation within five days after completion of the grant to:

Department of General Services
Office of Legal Services
707 Third Street, Suite 7-330, 7th floor
West Sacramento, CA 95605

Satisfactory evaluations must be submitted within 60 days of completion of the contract. This must be completed by the district contract manager after the grantee submits the final invoice. Send completed form via intra-office mail to DPAC, Policy Unit, MS 65.

Despite where the form is sent, a copy must also be sent to OCP.

The Contractor Evaluation Form can be found in Appendix V and at the online toolbox.

District Contract Manager Close-Out Survey

The district contract manager must complete and submit the District Contract Manager Close-Out Survey to the headquarters grant manager. The purpose of the survey is to provide feedback on how to improve the EJ and CBTP grant programs.

A copy of the District Contract Manager Close-Out Survey can be found in Appendix W and at the online toolbox.

6.05 Ownership

The grantee must accredit the appropriate EJ or CBTP Grant Program on the cover or title page of the final product. Any technologies or inventions that may result from the use of these grants are in the public domain and may not be copyrighted, sold, or used exclusively by any business,

organization, or agency. Caltrans reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes.

6.06 Fact Sheets

Within the year after the grant cycle is closed-out and all final products are received at headquarters, OCP will develop a fact sheet for each grant. The fact sheet highlights the Community Outreach, the Project Outcome, and the Successes and Next Steps of the grant. Once the fact sheet is written, OCP will e-mail it to the district contract manager for content review and any additional input. It is up to the district contract manager if they would like to consult with the grantee for input. When returned to OCP, the fact sheet will be formatted and then posted, along with the final product, to the EJ or CBTP Final Products and Fact Sheet Grant Portal website.

Environmental Justice:

http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_grants_portal.html

Community-Based Transportation Planning:

http://www.dot.ca.gov/hq/tpp/offices/ocp/cbtp_grants_portal.html

RESOURCES

EJ and CBTP Internet Tool Box

http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

EJ and CBTP Intranet Tool Box (Caltrans staff only)

http://onramp.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

DOTP's Grant Application Guide

<http://www.dot.ca.gov/hq/tpp/grants.html>

DOTP's Regional Planning Handbook

http://www.dot.ca.gov/hq/tpp/offices/orip/owp/index_files/Final_2011_RPH.pdf

ADA Amendments Act of 2008

<http://www.eeoc.gov/laws/statutes/adaaa.cfm>

<http://www.ada.gov/>

Caltrans Division of Local Assistance

Local Assistance Procedures Manual, Chapter 10, Local Program Procedure 00-05

<http://www.dot.ca.gov/hq/LocalPrograms/lpp/LPP00-05.pdf>

Caltrans Division of Procurement and Contracts

Contract Managers Handbook

<http://admin.dot.ca.gov/pc/doc/handbook.pdf>

Caltrans Division of Accounting

State Travel Policy Guidelines

<http://www.dot.ca.gov/hq/asc/travel/>

Caltrans Division of Audits and Investigations

Indirect Cost Allocation Plan (ICAP)/Indirect Cost Rate Proposals (ICRP) Submission Process for Local Government Agency's

http://www.dot.ca.gov/hq/audits/icap_icrp.html

Title 49 CFR, Part §18

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title49/49cfr18_main_02.tpl

Title 49 CFR, Part §225

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&tpl=/ecfrbrowse/Title02/2cfr225_main_02.tpl

AMS Advantage (formerly known as E-FIS): The Caltrans financial management system, designed to streamline the financial processes. It encompasses project, reporting, budget management, financial reporting, procurement and contracts, accounts receivable, and accounts payable.

Applicant: The entity that submits a grant application to a grant program. Metropolitan planning organizations, regional transportation planning agencies, cities, counties, transit agencies, and federally recognized Native American tribal governments may apply to this grant program directly as an applicant.

Cash Match: The amount of local cash contribution the grantee is required to expend in proportion to the grant award.

Contract: The contract, also known as the Fund Transfer Agreement, is the binding document between Caltrans and the grantee.

Contract Analyst: The contract analyst is the staff person within DPAC who is responsible for writing, processing, and distributing contracts.

Contract Manager's Checklist: The contract analyst sends this form to the district contract manager along with a draft of the contract. It is the district contract manager's responsibility to review the contract for the correct start and end dates, the correct funding amount, the correct contact names and addresses, and for the correct scope of work, project timeline, and local resolution. In addition, any spelling or other errors must be noted. This form must be returned to the contract analyst, and they will correct any identified errors. The contract will then be sent to the grantee for signature.

Contract Number: DPAC assigns a number to each grant upon contract execution. This number helps contract managers, RMB, and OCP to track or view a contract's financial status when working with various contract monitoring tools. This number will be referenced throughout the contracting period. Contract identification numbers are displayed on each FTA in the upper right hand corner of each page.

District Contract Manager: The district staff person responsible for liaison activities and contract management between the grantee and Caltrans. The district contract manager must make sure that all contracted obligations are followed, be thoroughly involved in project related activities, monitor the grant progress, process invoices for payment, and develop a professional relationship to maintain close communication with a grantee. In addition, the contract manager regularly reports to OCP regarding grant status and progress through both going communication and quarterly reports.

District Point of Contact: The district staff person responsible for organizing the grant application process in the district. The contact information for the district point of contact representing each district may be located in the Grant Guide and on the Transportation Planning Grants website. This person is the district point person for any questions from applicants and they will be the person copied on all application submittal e-mails from applicants in their district. In addition, all application review correspondence from headquarters will be directed to the district point of contact.

Appendix B

Division of Procurement and Contracts (DPAC): The Caltrans office that is responsible for processing, writing, executing, and distributing all contracts. DPAC provides technical assistance on all contractual matters by working directly with the Resource Management Branch, the district contract manager, and OCP.

Fund Transfer Agreement (FTA): The FTA is the binding contract between Caltrans and the grantee, also known as the contract.

Grant Amount: The amount awarded to the grantee.

Grantee: An applicant that is awarded a grant becomes the grantee. The grantee will enter into a contract directly with Caltrans and will be responsible for completing all agreed upon tasks in the scope of work, project timeline, and FTA.

Headquarters Contract Liaison: The headquarters contract liaison is the staff person in OCP responsible for coordinating the contracting process. This person is the point of contact from the time conditions are submitted to headquarters until the contract is fully executed. This person needs to be copied on all contract execution related e-mails between the contract analyst, the district contract manager, and the grantee. If any contracting issues arise, the headquarters contract liaison needs to be notified.

Headquarters Grant Manager: The headquarters staff person responsible for overall grant oversight for a district. This person assists district contract managers with guidance, policies, and training related to managing a grant. If any issues arise with an open grant, the headquarters grant manager needs to be notified.

In-Kind Match: An in-kind match is not required. An in-kind match is the value of donated contribution(s) provided by a third party. If in-kind contributions are used, a Third Party In-Kind Valuation Plan would be completed at the time of application submittal.

Invoice: An itemized list detailing costs and services rendered during an invoicing period. It is a bill for eligible project costs as a part of a complete invoice package. Invoices are submitted on a reimbursable basis as milestones are completed.

Invoice Dispute Notification: When issues arise while reviewing an invoice, the district contract manager must complete the invoice dispute notification document. This “stops the clock” to allow for time to work with the grantee to address the issue. This is a contract management tool. The invoice dispute notification process via E-FIS must be followed.

Invoice Package: The documents that must be submitted to the district contract manager by the grantee for reimbursement. The invoice package includes a signed cover letter, invoice, invoice summary detailing the work that has been completed, and documentation of expenditures. Refer to the invoice review checklist, which details the requirements of the invoice package.

Local Match: The combination of cash and in-kind match.

Appendix B

Local Resolution: A signed document from the grantee's governing board stating the title of the person authorized to enter into a contract with Caltrans. The local resolution is a critical part of the grant application package and becomes a part of the FTA.

Project Timeline: This is the list of each task and sub-task for the project. It includes a breakdown of responsibilities, cost, and cost allocation. The timing and duration of each task is represented graphically. The project timeline becomes part of the FTA.

Quarterly Report: A formal progress report required for each project. Quarterly reports are completed by the district contract manager and sent to OCP.

Receiver (also known as Receiving Record): The district contract manager inputs the invoice into AMS Advantage to initiate payment of an invoice; this creates the receiver. The receiver must accompany the invoice and be sent to the Division of Accounting for payment to occur.

Resource Management Branch (RMB): The office that oversees financial accounting records for OCP.

Scope of Work (SOW): A detailed description of all tasks and sub-tasks of the project. The SOW describes who will participate, who is responsible for task completion, and what will be the deliverables for each task. The SOW becomes a part of the FTA.

Sub-Applicant: The entity that is identified on a grant application submitted by the applicant. A sub-applicant is a partner in the grant-funded project that would otherwise not be eligible to apply for grant funds on its own.

Sub-Recipient: A sub-applicant becomes the sub-recipient once the project is awarded. The sub-recipient is responsible to work with the grantee throughout the life of the grant.

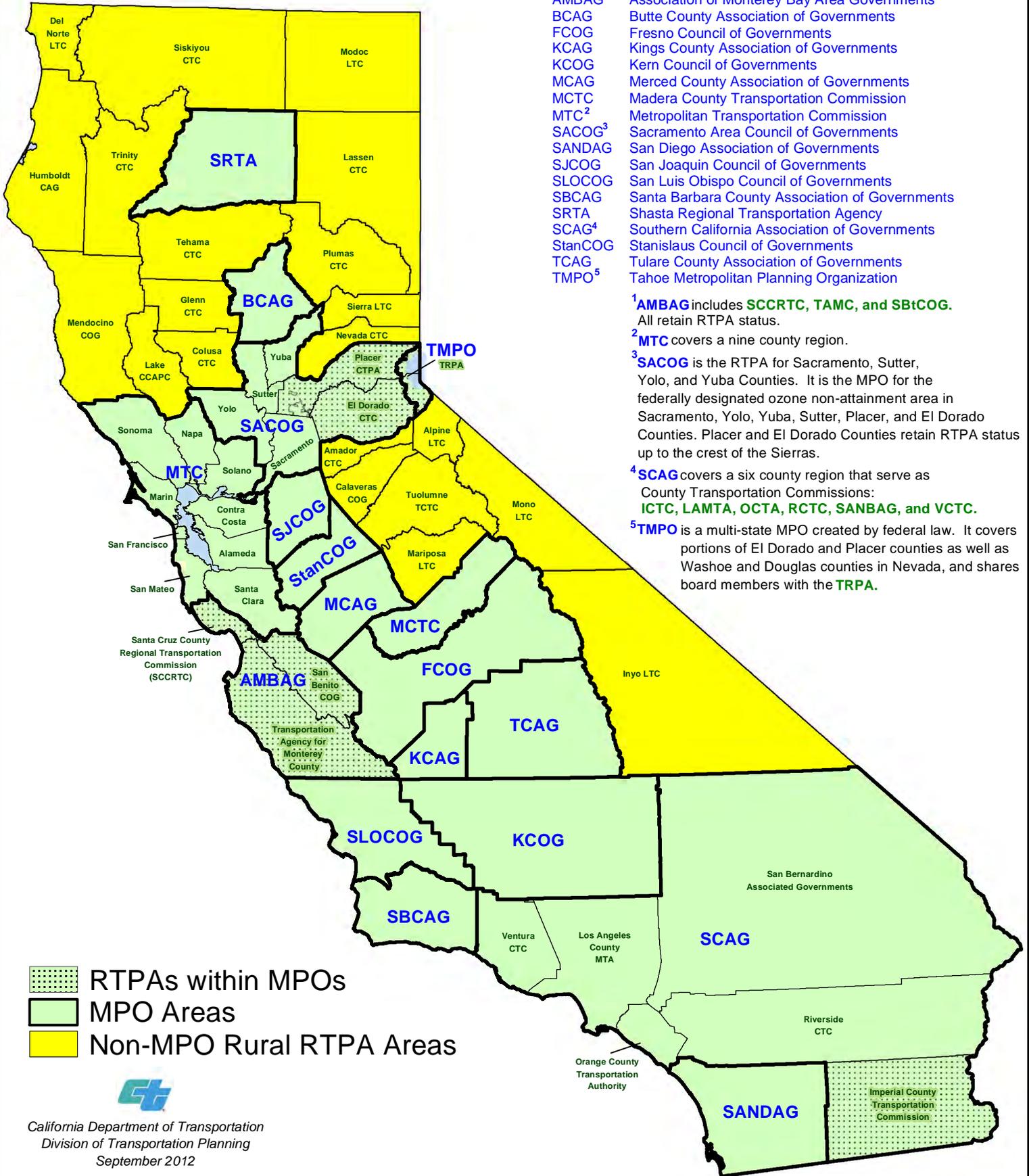
Appendix C

State of California Department of Transportation District Boundaries



Appendix D

CALIFORNIA Metropolitan Planning Organizations (MPOs) and Regional Transportation Planning Agencies (RTPAs)



LOCAL RESOLUTION

(EJ and CBTP grants only)

The local resolution is a critical part of the grant application package. Applicants are strongly encouraged to plan ahead and ensure that there is adequate time to get the resolution on the agenda of the governing board in order to meet the application deadline. **Application packages without the required local resolution will be at a competitive disadvantage.**

The local resolution must:

- State the title of the project.
- State the title of the person authorized to enter into a contract with Caltrans on behalf of the applicant.
- Be enacted by the application deadline. Resolutions more than a year old will not be accepted.
- Be signed by the governing board of the grant applicant.

Note: MPO's and RTPA's may submit the resolution that adopted their Overall Work Plan if it contains language authorizing any follow on agreements in order to implement the OWP.

Appendix E

SAMPLE LOCAL RESOLUTION

**CITY OF CAN DO
RESOLUTION NO. 009-2012**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF CAN DO
AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AGREEMENTS
WITH THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
FOR THE CITY OF CAN DO COMPLETE STREET
PLAN**

1

WHEREAS, the Board of Directors of for the City of Can Do is eligible to receive Federal and/or State funding for certain transportation planning related plans, through the California Department of Transportation; and

WHEREAS, a Fund Transfer Agreement is needed to be executed with the California Department of Transportation before such funds can be claimed through the Transportation Planning Grant Programs; and

WHEREAS, the City of Can Do wishes to delegate authorization to execute these agreements and any amendments thereto;

2

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City of Can Do, authorize the Executive Director, or designee, to execute all Fund Transfer Agreements and any amendments thereto with the California Department of Transportation.

APPROVED AND PASSED this 4th day of February, 2013

3

4



John Doe, Chair

ATTEST:


Eileen Wright, Executive Director

SCOPE OF WORK CHECKLIST

The scope of work is the official description of the work that is to be completed during the contract. **The scope of work must be consistent with the project timeline.**

The scope of work must:

- Be completed using the FY 2013-14 template provided and in Microsoft Word format.
- List all tasks and sub-tasks using the same title as stated in the project timeline.
- Have task and sub-task numbers in accurate and proper sequencing; consistent with the project timeline.
- List the responsible party for each task and subtask and ensure that it is consistent with the project timeline (i.e., applicant, sub-applicant, or consultant).
- Have a thorough and accurate description of each task and sub-task.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for invoicing.
- Include a task for quarterly reporting to Caltrans.
- Include public participation and services to diverse communities.
- NOT include environmental, complex design, or engineering work and other ineligible activities.
- List the project deliverable for each task in a table following each task and ensure that it is consistent with the project timeline.

NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your scope of work is complete.

Appendix F

SAMPLE SCOPE OF WORK: City of Can Do Complete Street Plan

The City of Can Do Complete Street Plan will provide a conceptual multi-modal planning foundation for the City's downtown main street corridor. The Plan will be used to evaluate how different complete street features enhance or detract from the vision of the community. The city intends to gather public input through interactive community workshops which will be the driving factor of the planning process. The City of Can Do Complete Street Plan will contain conceptual design only. It is the City of Can Do's intent that once this plan is complete, it will lead to implementation and development.

The below scope of work reflects the anticipated process and deliverables for the City of Can Do Complete Street Plan.

RESPONSIBLE PARTIES

The City of Can Do with the assistance of a consulting firm will perform this work. The City has not yet selected a consulting firm and the proper procurement procedures will be used through a competitive RFP process. City staff anticipates these figures will not differ substantially and will not exceed the grant request amount.

OVERALL PROJECT OBJECTIVES

- Reduce street crown and replace surface with enhanced and/or porous street pavers.
- Sidewalk widening and fully accessible ramp improvements at intersections.
- Add and improve bicycle lanes.
- Installation of street trees with grates and tree grates for existing trees that can be preserved.
- Installation of pedestrian-scale street lighting at intersections.
- Installation of street furniture and other design features.
- Application of "green street" concepts, such as storm water planter boxes and porous pavement where possible.
- Conceptual designs for underground utilities.
- Conceptual designs to improve drainage conveyance.

1. Project Initiation

Task 1.1: Project Kick-off Meeting

- The City will hold a kick-off meeting with Caltrans staff to discuss grant procedures and project expectations including invoicing, quarterly reporting, and all other relevant project information. Meeting summary will be documented.
- Responsible Party: The City

Task 1.2: Staff Coordination

- Monthly face-to-face project team meetings with consultants to ensure good communication on upcoming tasks and to make sure the project remains on time and within budget. Caltrans staff will be invited to the project team meetings.
- Responsible Party: The City

Task 1.3: RFP for Consultant Services

- Complete an RFP process for selection of a consultant using the proper procurement procedures.
- Responsible Party: The City

Task 1.4: Identify Existing Conditions

- Gather existing conditions and background data by identifying opportunities and constraints as well as standards that should be used to guide preparation of the plan such as existing and planned land uses, population characteristics, and travel projections within the City.
- Inventory and evaluate existing bicycle and pedestrian facilities.
- Responsible Party: Consultant

Task	Deliverable
<i>1.1</i>	<i>Meeting Notes</i>
<i>1.2</i>	<i>Monthly Meetings Notes</i>
<i>1.3</i>	<i>Copy of Procurement Procedures and Executed Consultant Contract</i>
<i>1.4</i>	<i>Existing Conditions Report</i>

2. Public Outreach

Note: All meetings will be publically noticed to ensure maximum attendance. All public notices will be in English and Spanish. Spanish translators and sign language interpreters will be present at all workshops.

Task 2.1: Community Workshop #1

- Walking tour and workshop. This workshop will introduce the project to the public, define project parameters, inform community of project opportunities and constraints, and solicit opinions from the community to shape Task 3.1, Develop Streetscape Concept.
- Responsible Party: Consultant

Task 2.2: Community Workshop #2

- An interactive workshop that will use clicker technology, modeling tools, and maps to present the streetscape design concept alternatives. Community will decide on preferred alternatives. Continue to solicit feedback from the community to shape Task 3.3, Draft Complete Street Plan.
- Responsible Party: Consultant

Task 2.3: Community Workshop #3

- Present Draft Design Concept and Report and continue to solicit feedback for public comments to shape Task 3.3, Draft Complete Street Plan and Task 3.6, Final Complete Street Plan.
- Responsible Party: Consultant

Task	Deliverable
2.1	<i>PowerPoint Presentation, Workshop Summary, Photos</i>
2.2	<i>PowerPoint Presentation, Workshop Summary, Photos</i>
2.3	<i>PowerPoint Presentation, Workshop Summary, Photos</i>

3. Streetscape Plan

Task 3.1: Develop Streetscape Concept

- Based on the existing conditions report and the community input from Workshop #1, a streetscape concept will be developed. Streetscape conceptual design will incorporate complete streets concepts and will include plans, sketches, and photos.
- Responsible Party: Consultant

Task 3.2: Develop Conceptual Design Concept Alternatives

- Up to three complete street conceptual design alternatives will be developed. Illustrations will be made in plan view, as street cross sections, and as sketches. A model simulation will be developed for each alternative. The alternatives will be prepared and presented at Community Workshop #2.
- Responsible Party: Consultant

Task 3.3: Draft Complete Street Plan

- Based on the preferred design alternative chosen in Workshop #2, a draft report will be prepared. The draft report will be presented at Workshop #3 for public comment.
- Responsible Party: Consultant

Task 3.4: Identify Potential Funding Sources

- Review and identify potential funding sources for future implementation of the preferred alternative.
- Responsible Party: Consultant

Task 3.5: Joint Planning/Parking and Safety/Bicycle Advisory Commission Meeting

- Coordinate a joint session among the three commissions to review the draft report and conceptual design alternative. Solicit feedback, respond to any questions, and resolve any critical issues.
- Responsible Party: The City/Consultant

Task 3.6: Final Complete Street Plan

- Complete the final report that addresses the comments given from Workshop #3 and the Joint Commission Meeting. Four hard-copies and four electronic copies of the final report will be submitted to Caltrans. Credit of the financial contribution of the grant program will be credited on the cover of the report.
- Responsible Party: Consultant

Task 3.7: City Council Adoption

- Present the final Complete Street Plan at the City Council meeting. Resolve any critical issues. Adopt final City of Can Do Complete Street Plan.
- Responsible Party: The City/Consultant

Task	Deliverable
3.1	<i>Sketches, illustrations</i>
3.2	<i>Sketches, illustrations</i>
3.3	<i>Draft Report</i>
3.4	<i>Funding Source Report</i>
3.5	<i>PowerPoint Presentation, Workshop Summary, Photos</i>
3.6	<i>Final Report</i>
3.7	<i>Meeting Notes</i>

4. Fiscal Management

Task 4.1: Invoicing

- Submit complete invoice packages to Caltrans District staff based on milestone completion—at least quarterly, but no more frequently than monthly.
- Responsible Party: The City

Task 4.2: Quarterly Reports

- Submit quarterly reports to Caltrans District staff providing a summary of project progress and grant/local match expenditures.
- Responsible Party: The City

Task	Deliverable
<i>4.1</i>	<i>Invoice Packages</i>
<i>4.2</i>	<i>Quarterly Reports</i>

Appendix G

PROJECT TIMELINE CHECKLIST

The project timeline is the official documentation of the budget and time frame of the project. **The project timeline must be consistent with the scope of work.**

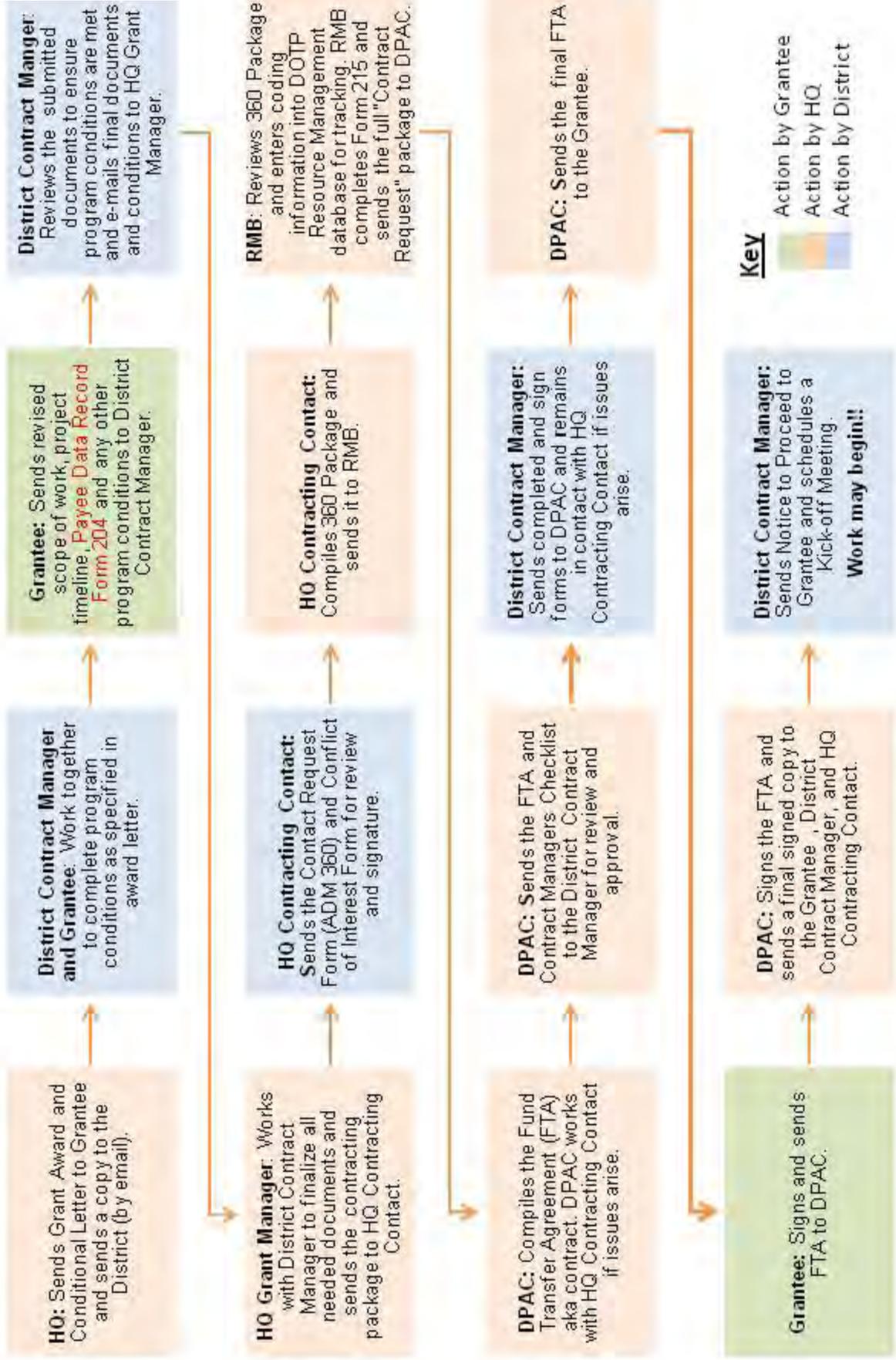
The project timeline must:

- Be completed using the FY 2013-14 template provided (do not alter the template) and submit in Microsoft Excel format.
- List all tasks and sub-tasks with the same title as stated in the scope of work.
- Have task and sub-task numbers in proper sequencing, consistent with the scope of work.
- Include a task for a kick-off meeting with Caltrans at the start of the grant.
- Include a task for procurement of consultants, if consultants are needed.
- Include a task for quarterly reporting to Caltrans.
- Include a task for invoicing.
- List the responsible party for each task and sub-task, and ensure that it is consistent with the scope of work (i.e. applicant, sub-applicant, or consultant).
- Complete all budget columns as appropriate: Total Cost, Grant Amount, Local Cash Match, and if applicable, Local In-Kind Match.
- State a realistic total cost for each task based on the work that will be completed.
- Include a proportional spread of local cash match. The percentage of local cash match contributed should be the percentage used to determine the local cash match amount for each task on the timeline. For example, if 7.5% local cash match is contributed, multiply 7.5% by the grant amount and note the product in the local cash match column. This must be done for each task.
- Have a best estimate of the amount of time needed to complete each task.
- Have the timeframe begin at the beginning of the contract period (Feb 2014).
- Have the timeframe extend all the way to the end of the contract period (Feb 2016).
- List the deliverable for each task as stated in the scope of work.

NOTE: Applications with missing components will be at a competitive disadvantage. Please use this checklist to make sure your project timeline is complete.

EJ and CBTP Grant Contracting Process for FY 12-13

Appendix H



STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

SERVICE CONTRACT REQUEST

ADM 0360 (Rev 07/07)

*Electronic Submittal: Non A&E – Lotus Notes Address "Contract Submittal"
A&E – Lotus Notes Address "AE Contract Submittal"*

**DIVISION OF PROCUREMENT AND CONTRACTS
USE ONLY**

REQUESTER	
Contract Request #	District/Division
Mail Station	Mailing Address
Contract Manager (Print)	Phone ()
Contract Manager (Signature)	Fax ()

ASSESSMENT REVIEW			
Logged In By	Logged In Date	Team	Accepted By
Reason Not Accepted			
Assigned To	DPAC Contract #	Category Code	

CONTRACT SUMMARY

AGREEMENT OUTLINE
Identify specific problem, administrative requirement, program need, or other circumstances making contract necessary. In addition, cite specific statutory authority justifying contracting out. *(See instructions for assistance)*
GC 19130(b)3: The services are not available within civil service; cannot be performed satisfactorily by civil service employees; or are of such a highly specialized and technical in nature that the expert knowledge, experience and abilities required are not available through the civil service system.
Type of Contract: FTA
Grantee Name:
Grantee Project Manager:
Mailing Address:
Email Address:
Phone Number:
Fax Number:
Federal Tax I.D.:

DESIRED TERM OF CONTRACT		
Start Date	End Date	Number of Working Days (Minor B Only)
NEW, RENEWAL, OR AMENDMENT (CHECK ONE ONLY)		
<input checked="" type="checkbox"/> New Service <input type="checkbox"/> Renewal - Prior Contract # _____ <input type="checkbox"/> Amendment - Original Contract # _____		
DESIRED SOCIOECONOMIC PARTICIPATION		
<input checked="" type="checkbox"/> No Goals <input type="checkbox"/> State or State/Local Funds DVBE Goals _____ % <input type="checkbox"/> Fed or Fed/State Funds DBE Goals _____ % <input type="checkbox"/> Small Business Solicitation Invitation For Price Quote Process		

Project Title:
(Short description of the work to be performed)

COMPLETE YOUR ADM 0360 PACKAGE BY ATTACHING:
(See instructions for assistance)

<input checked="" type="checkbox"/> Scope of Work	<input type="checkbox"/> Confidentiality of Information FM 65
<input checked="" type="checkbox"/> Timeline	<input type="checkbox"/> Selection Committee Members
<input checked="" type="checkbox"/> Board Resolution	<input type="checkbox"/> Selection Committee Nomination Memo
<input checked="" type="checkbox"/> Payee Data Record STD 204	<input type="checkbox"/> Work Plan Justification
<input checked="" type="checkbox"/> Conflict of Interest ADM 3043	<input type="checkbox"/> IT Required Documents
<input type="checkbox"/> Bid Sheet	<input type="checkbox"/> Approved No Goals Justification
<input type="checkbox"/> Prior Contract	<input type="checkbox"/> Emergency Contract Documents
<input type="checkbox"/> Original Contract	<input type="checkbox"/> Minor B Contract Documents
	<input type="checkbox"/> Non Competitively Bid ADM 3007

FUNDING *(Post Funding For This Contract Request Only)*

Source District	Source Unit	Charge District	Project Number (EA)	Subjob	Special Designation	Fed Aid	Object Code	Amount	Fiscal Year
-----				-----	-----				
TOTAL									

Agency Billing Code	Fund Title SHA	Budget Item 2660-102-0042T	Fund Chapter	Statute	Cap Outlay Funds Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Fund Source Percentages Fed % State 100 % Local % Other			
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APPROVALS

BUDGET REPRESENTATIVE CERTIFIES ACCURACY & AVAILABILITY OF FUNDING	Print	Signature	Phone	Date
APPROVING MANAGER CERTIFIES CONTRACT JUSTIFICATION & COMPLETE ADM0360 PACKAGE	Print	Signature	Phone ()	Date

SAMPLE SERVICE CONTRACT REQUEST (ADM Form 0360)

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

SERVICE CONTRACT REQUEST INSTRUCTIONS

ADM 0360 (Rev 07/07)

Page 1 of 2

ALL BOXES MUST BE FILLED IN. NO ADM 0360 SUBMITTALS ARE ACCEPTED UNTIL A COMPLETE ADM0360 PACKAGE IS RECEIVED.

FOR ASSISTANCE, CONSULT WITH YOUR DIVISION OF PROCUREMENT AND CONTRACTS (DPAC) ACQUISITION BRANCH CHIEF LIAISON OR THE CONTRACT MANAGERS HANDBOOK ON THE DPAC INTRANET SITE.

REQUESTER BOX

CONTRACT REQUEST # - District or Division assigned unique identification number to track contract request. Must have District or Division number as prefix to avoid duplication. Everything else is self-explanatory.

CONTRACT SUMMARY BOX

Agreement Outline – Identify specific problem, administrative requirement, program need or other circumstances making contract necessary. In addition, cite specific statutory authority justifying contracting out. If there is no specific statute that authorizes contract, then services must be justified under a Government Code 19130 section. They are as follows:

- (b)(1): The functions contracted are exempted from civil service by Section 4 of Article VII of the California Constitution, which describes exempt appointments.
- (b)(2): The contract is for a new State function and the Legislature has specifically mandated or authorized the performance of work by independent contractors.
- (b)(3): The services contracted are not available within civil service, cannot be performed satisfactorily by civil service employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience and ability are not available through the civil service system.
- (b)(4): The services are incidental to a contract for the purchase or lease of real or personal property. Contract under this criterion, known as "service agreements" shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (b)(5): The legislative, administrative, or legal goals and purposes cannot be accomplished through the utilization of persons selected pursuant to the regular civil service system. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent unbiased findings in cases where there is a clear need for a different outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (b)(6): The nature of the work is such that the Government Code standards for emergency appointments apply. These contracts shall conform with Article 8 (commencing with Govt. Code Section 19888) of Chapter 2.5 of part 2.6.

(b)(7): State Agencies need private counsel because a conflict of interest on the part of the Attorney General's Office prevents it from representing the agency without compromising its position. These contracts shall require the written consent of the Attorney General, pursuant to Govt. Code Section 11040.

(b)(8): The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the State in the location where the services are performed.

(b)(9): The Contractor will conduct training courses for which appropriately qualified civil service instructors are not available, provided that permanent instructor positions in academies or similar settings shall be filled through civil service appointments.

(b)(10): The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

Desired Term Of Contract – Start date can't be before execution of contract. Consider DPAC contract processing time in determining start date. Total contract term can't be more than 2 years without justification to be submitted for DGS approval.

New, Renewal, or Amendment (Check One Only)

NEW SERVICE – Check if never contracted for the service before.
RENEWAL – Check if contract for current services are expiring soon and pursuing a "renewal" of services through a new contract. Provide existing contract number.

AMENDMENT – Check if contract for current services needs to be extended for time and/or money. Provide original contract number.

Desired Socioeconomic Participation – Contract Managers are encouraged to use Disabled Veteran Business Enterprises (DVBE), Disadvantaged Business Enterprises (DBE), and/or Small Business Enterprises (SBE) to meet established goals approved by the State and/or Federal Highway Administration.

NO GOALS – Check if contract is 100% State or combination State/Local funded and contract scope of work and/or work location is not feasible for DVBE participation.

STATE OR STATE/LOCAL FUND DVBE GOALS – Check if contract is 100% State or combination State/ Local funded and establishing a feasibly attained DVBE participation goal.

FED OR FED/STATE DBE GOALS – Check if contract is 100% Federal or combination Federal/State funded and establishing a feasibly attained DBE participation goal.

SMALL BUSINESS SOLICITATION INVITATION FOR PRICE QUOTE PROCESS – Check if desiring to use the Small Business Informal Solicitation process.

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION

SERVICE CONTRACT REQUEST INSTRUCTIONS

ADM 0360 (Rev 07/07)

Page 2 of 2

SAMPLE SERVICE CONTRACT REQUEST (ADM Form 0360)

Complete Your ADM 0360 Package By Attaching:

SCOPE OF WORK – Check (required on all contracts). Consult the Contract Managers Handbook and the DPAC Intranet site for requirements to be included in a complete scope of work.. Include the “who, what, when, where, and how” as well as specifications and equipment required. In addition, list all required licenses and permits.

BIDDER/PROPOSER LIST – Check (required on all contracts). This is the list of potential contractors whom you desire to receive a solicitation package. List must include complete contractor name as submitted on Payee Data Record and on the Office of Secretary of State Corporation Listing if contractor has Corporation Status, contact person, address, phone number, fax number, and Federal Identification Number. For contracts with an already identified contractor, such as an Interagency, Non-Competitively Bid, Amendment, Hotel/Conference service, Franchise holder, or Emergency contract, provide the name of agency or single contractor. For a Small Business Solicitation Invitation For Price Quote Process, submit the names of at least two (preferably three) certified small businesses you have confirmed would participate in the informal quote process. At least two must respond to solicitation.

BID SHEET – Check if contract is to be competitively bid as an Invitation for Bid when requester knows exactly what service is needed and how the service is to be performed. This is a line item break down of the work to be performed and bid on by the contractor.

PRIOR CONTRACT – Check if contract is a renewal of existing services about to expire.

ORIGINAL CONTRACT – Check if contract is being amended.

MINOR B CONTRACT DOCUMENTS – Check if contract is a Minor B and attach Plans, Specifications, Cost Estimates, Right of Way Certifications, and Permits.

NONCOMPETITIVELY BID FORM ADM 3007 – Check if contract is to be non-competitively bid.

CONFLICT OF INTEREST FORM DGS-GC 19990 – Check if contract is estimated to be over \$100,000. A separate form must be submitted for each person involved in authorization or execution of contract.

CONFIDENTIALITY OF INFORMATION FORM 65 – Check if contract is to be a Request for Proposal or Qualifications. A separate form must be submitted for each Contract Manager and Selection Committee Member.

SELECTION COMMITTEE MEMBERS – Check if contract is to be a Request for Proposal or Qualifications where the method of approach can be creative and left to the proposer's expertise. This is a list of people who will be evaluating the proposals and qualifications.

SELECTION COMMITTEE NOMINATION MEMO – Check if contract is an Architectural & Engineering Request for Qualifications. This must be signed by the Deputy District Director or Division Chief.

WORK PLAN JUSTIFICATION – Check if contract is an Architectural & Engineering Request for Qualifications. This is the cost estimate break down.

IT REQUIRED DOCUMENTS – Check if contract is Information Technology related. Contact the HQ IT Certification Unit for assistance at 916-654-1114 or 916-657-4886.

APPROVED NO GOALS JUSTIFICATION – Check if no goals have been established for a 100% State or combination State/Local funded contract. Justification is usually based on scope of work and/or work location not feasible for DVBE participation. Must be approved by Caltrans Civil Rights.

EMERGENCY DOCUMENTS – Check if contract is needed to preserve life, health, safety, or State property. For Emergency Force Account and Emergency Limited Bid – attach Confirmation of Verbal Agreement ADM 0366, Director's Order if over \$131,000, & Payment Bond. For Emergency Highway Equipment Rental – attach Confirmation of Verbal Agreement ADM 1413, Director's Order if over \$131,000, & Payment Bond if over \$25,000. For Emergency Highway Spills – attach Confirmation of Verbal Agreement ADM 3024, Hazardous Spill Diary, & Published Rate Sheet if applicable. For All Other Emergencies – attach Confirmation of Verbal Agreement ADM 0366, & Payment Bond if Public Works over \$25,000.

FUNDING BOX

Consult with your District/Division Budget Representative for this information. Post funding information for this contract request only.

FUND SOURCE PERCENTAGES – Determines DVBE or DBE participation goal considerations.

AGENCY BILLING CODE – 5 digit w/prefix 6 code specific to your District/Division and/or Office for Department of General Services review billing purposes.

APPROVALS BOX

District Director/Division Chief certification required only for Emergency Contracts authorizing immediate action needed to preserve life, health, safety, or State property. Everything else is self-explanatory.

Information Technology related Service Contract Requests are to be submitted directly to HQ IT Certification Unit-MS 20 who will then forward to DPAC upon approval.

Hotel/Conference Service Contract Requests are to be submitted directly to the Division of Accounting Centralized Conference Service (CCS) Unit who will then forward to DPAC upon approval. Call CCS at 916-227-8510 for assistance.

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	wscs.gen@ftb.ca.gov						
For hearing impaired with TDD, call:	1-800-822-6268	Website:	www.ftb.ca.gov						
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

Appendix K

STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

CONFLICT OF INTEREST STATEMENT CERTIFICATION

ADM-3043 (REV. 4/2008)

Staff involved in soliciting bids, preparing procurement documents, approving procurement documents, receiving goods/services, approving payment, and/or making the payment are required to maintain this signed Conflict of Interest Statement Certification on file for review by the Department of General Services and/or Internal Audit personnel. Failure to do so may result in the loss of delegated purchasing or contracting authority for the individual or the entire Department.

For services under \$100,000 and all goods acquisitions - a single generic certification is kept in District or Program files.

For services \$100,000 and above - a specific certification with all signatures below is required and kept in DPAC Acquisition files.

Government Code 19990:

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, in conflict with, or inimical to his or her duties as a state officer or employee. Each appointing power shall determine, subject to approval of the department, those activities which, for employees under its jurisdiction, are inconsistent, incompatible or in conflict with their duties as state officers or employees. Activities and enterprises deemed to fall in these categories shall include, but not be limited to, all of the following:

- (a) Using the prestige or influence of the state or the appointing authority for the officer's or employee's private gain or advantage or the private gain of another.
- (b) Using state time, facilities, equipment, or supplies for private gain or advantage.
- (c) Using, or having access to, confidential information available by virtue of state employment for private gain or advantage or providing confidential information to persons to whom issuance of this information has not been authorized.
- (d) Receiving or accepting money or any other consideration from anyone other than the state for the performance of his or her duties as a state officer or employee.
- (e) Performance of an act in other than his or her capacity as a state officer or employee knowing that the act may later be subject, directly or indirectly to the control, inspection, review, audit, or enforcement by the officer or employee.
- (f) Receiving or accepting, directly or indirectly, any gift, including money, or any service, gratuity, favor, entertainment, hospitality, loan, or any other thing of value from anyone who is doing or is seeking to do business of any kind with the officer's or employee's appointing authority or whose activities are regulated or controlled by the appointing authority under circumstances from which it reasonably could be substantiated that the gift was intended to influence the officer or employee in his or her official duties or was intended as a reward for any official actions performed by the officer or employee.
- (g) Subject to any other laws, rules, or regulations as pertain thereto, not devoting his or her full time, attention, and efforts to his or her state office or employment during his or her hours of duty as a state officer or employee.

The department shall adopt rules governing the application of this section. The rules shall include provision for notice to employees prior to the determination of proscribed activities and for appeal by employees from such a determination and from its application to an employee. Until the department adopts rules governing the application of this section, as amended in the 1985-86 Regular Session of the Legislature, existing procedures shall remain in full force and effect. If the provisions of this section are in conflict with the provisions of a memorandum of understanding reached pursuant to Section 3517.5, the memorandum of understanding shall be controlling without further legislative action, except that if such provisions of a memorandum of understanding require the expenditure of funds, the provisions shall not become effective unless approved by the Legislature in the annual Budget Act.

I certify that I have read, understand, and will comply with the provisions of the above as well as Article 8 of PCC Sections 10410 and 10411 and the Incompatible Activities and Conflict of Interest Policy (Deputy Directive-09R) available at <http://admin.dot.ca.gov/bfams/deputydirectives/Internal/DD-09-R3%20Final.doc>

_____ Name	_____ Signature	_____ Title	_____ Date
_____ Supervisor (Services \$100,000 & up)	_____ Signature	_____ Title	_____ Date
_____ Acquisition Analyst (Services \$100,000 & up)	_____ Signature	_____ Title	_____ Date
_____ Contract Officer (Services \$100,000 & up)	_____ Signature	_____ Title	_____ Date
_____ Other (if applicable)	_____ Signature	_____ Title	_____ Date

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), between the State of California acting by and through its Department of Transportation, referred to herein as CALTRANS and the (AGENCY NAME), herein after referred to as AGENCY, will commence on (Start Date), or approval by CALTRANS, whichever occurs later. This FTA is of no effect unless approved by CALTRANS. Agency shall not receive payment for work performed prior to approval of the FTA and before receipt of notice to proceed by the CALTRANS Contract Manager. This FTA shall expire on (end date).

RECITALS

1. Under this FTA, CALTRANS is conveying State grant funds to AGENCY, pursuant to Budget Act Line Item 2660-102-0042T, who will conduct transportation studies and planning within the regional area under the jurisdiction of AGENCY.
2. AGENCY has agreed to implement (**enter project title here**), hereinafter the Project, subject to the terms and conditions of this FTA. The Scope of Work and Project Timeline are attached hereto as Attachment II.
3. The resolution authorizing AGENCY to execute this FTA pertaining to the above described Project is attached hereto as Attachment I.
4. All services performed by AGENCY pursuant to this FTA are intended to be performed in accordance with all applicable State and AGENCY laws, ordinances, regulations, and CALTRANS published manuals, policies, and procedures. In case of conflict between State and AGENCY laws, ordinances, or regulations, the order of precedence applicability of these laws shall be State and AGENCY laws and regulations respectively.
5. Project funding is as follows:

<u>FUND TITLE</u>	<u>FUND SOURCE</u>	<u>DOLLAR AMOUNT</u>
XXXXXX	XXXXXX	XXXXXX

6. This FTA is exempt from legal review and approval by the Department of General Services, pursuant to Public Contract Code Section 10295.

|

SECTION I

AGENCY AGREES:

To timely and satisfactorily complete all Project Work described in Attachment II within the project budget and in accordance with the items of this FTA.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, AGENCY and CALTRANS agree as follows:

1. Notification of Parties

- a. AGENCY's Project Manager is (Name & Phone Number)
- b. CALTRANS' Contract Manager is (Name & Phone Number)
- c. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and received by the parties at their respective addresses:

(Agency Name)

Attention: (PROGRAM MANAGER), (Program Manager Title)

STREET ADDRESS

CITY, STATE, ZIP

California Department of Transportation

(DISTRICT/DIVISION)

Attention: (CONTRACT MANAGER), (Contract Manager Title)

STREET ADDRESS

CITY, STATE, ZIP

2. Period of Performance

- a. Reimbursable work under this FTA shall begin no earlier than on (DATE), contingent upon the approval by CALTRANS and receipt of the Notice to Proceed letter of this FTA by the CALTRANS Contract Manager, and will expire on (EXPIRATION DATE).

- b. AGENCY will attend a kickoff meeting with CALTRANS to be scheduled within one (1) week from receipt of Notice to Proceed letter by the CALTRANS' Contract Manager.

3. Changes in Terms/Amendments

This FTA may only be amended or modified by mutual written agreement of the parties.

4. Cost Limitation

- a. The total amount reimbursable to AGENCY pursuant to this FTA by CALTRANS shall not exceed \$X,XXX.XX.
- b. It is agreed and understood that this FTA fund limit is an estimate and that CALTRANS will only reimburse the cost of services actually rendered as authorized by the CALTRANS Contract Manager at or below that fund limitation established hereinabove.

5. Termination

- a. CALTRANS reserves the right to terminate this FTA upon written notice to AGENCY at least thirty (30) days in advance of the effective date of such termination in the event AGENCY fails to proceed with PROJECT work in accordance with the terms of this FTA.
- b. In the event of termination, CALTRANS will reimburse AGENCY for all allowable, authorized costs up to the date of termination.
- c. AGENCY has sixty (60) days after the Termination Date to submit invoices to CALTRANS to make final allowable payments for Project costs in accordance to the terms of this FTA.

6. Budget Contingency Clause

- a. It is mutually agreed that if the U.S. Congress or the State Legislature fail to appropriate or allocate funds during the current year and/or any subsequent years covered under this FTA does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CALTRANS shall have no liability to pay any funds whatsoever to AGENCY or to furnish any other considerations under this Agreement and AGENCY shall not be obligated to perform any provisions of this FTA.
- b. If funding for any fiscal year is reduced or deleted by the U.S. Congress or the State Legislature for purposes of this program, CALTRANS shall have the

option to either terminate this Agreement with no liability occurring to CALTRANS, or offer a FTA Amendment to AGENCY to reflect the reduced amount.

7. **Payment and Invoicing**

- a. The method of payment for this FTA will be based on actual allowable costs. CALTRANS will reimburse AGENCY for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by AGENCY in performance of the Project work. Indirect costs are reimbursable only if the AGENCY has an approved Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal as set forth in Section II - Cost Principals, Item 9 d. The total cost shall not exceed the cost reimbursement limitation set forth in Section II - Cost Limitations, Item 4. a. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in Attachment II without an amendment to this FTA, as agreed between CALTRANS and AGENCY.
- b. Reimbursement of AGENCY expenditures will be authorized only for those allowable costs actually incurred by AGENCY in the performance of the Project work. AGENCY must not only have incurred the expenditures on or after the start date and the issuance of the Notice to Proceed letter for this FTA and before the Expiration Date, but must have also paid for those costs to claim any reimbursement.
- c. Travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-represented employees) unless written verification is supplied that government hotel rates were not then commercially available to AGENCY, its sub-recipients, contractors, and/or subcontractors, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process at the following link: http://www.dot.ca.gov/hq/asc/travel/ap_b/bu1.htm
- d. AGENCY may submit invoices to CALTRANS at least quarterly but no more frequently than monthly in arrears for completion of milestones in accordance with the Project Timeline in Attachment II to the satisfaction of the CALTRANS' Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the CALTRANS' Contract Manager at the following address, as stated in Section II - Notification of Parties, Item 1.c.
- e. Invoices shall include the following information:
 - 1) Names of the AGENCY personnel performing work
 - 2) Dates and times of project work

- 3) Locations of project work
 - 4) Itemized costs as set forth in Attachment II, including identification of each employee or subcontractor staff that provided services during the period of the invoice, the number of hours and hourly rates for each employee or subcontractor staff member, authorized travel expenses with receipts, receipts for authorized materials or supplies, and subcontractor invoices.
 - 5) AGENCY shall submit written progress reports with each set of invoices to allow the CALTRANS' Contract Manager to determine if AGENCY is performing to expectations, is on schedule, is within funding cost limitations, to communicate interim findings, and to afford occasions for airing difficulties respecting special problems encountered so that remedies can be developed.
- f. Incomplete or inaccurate invoices shall be returned to the AGENCY unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this FTA for material breach per Section II - Termination, Item 5.
 - g. CALTRANS will reimburse AGENCY for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as CALTRANS fiscal procedures permit upon receipt of an itemized signed invoice.
 - h. The FTA Expiration Date refers to the last date for AGENCY to incur valid Project costs or credits and is the date the FTA expires. AGENCY has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project's Final Product(s) as defined in Attachment II and final invoice to CALTRANS for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by the sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

8. Local Match Funds

- a. Except where expressly allowed in writing herein, reimbursement of credits for local matching funds will be made or allowed only for work performed on and after the date of issuance of the Notice to Proceed and prior to the Expiration Date of this FTA.
- b. AGENCY agrees to contribute the statutorily required local contribution of matching funds if any is specified within this FTA or in any Attachment hereto, toward the actual cost of the services described in Attachment II. AGENCY shall contribute not less than its required match amount toward the services described herein. Local cash and in-kind match requirements can be found in the Environmental Justice and Community-Based Transportation Planning Handbook located at the Office of Community Planning website:
http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

9. Cost Principles

- a. AGENCY agrees to comply with Title 2, Code of Federal Regulations (CFR), Part 225 (formerly Office of Management and Budget Circular A-87), Cost Principles for State, Local and Tribal Governments, and 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- b. AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that (a) Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual Project cost items and (b) all parties shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Every sub-recipient receiving Project funds as a sub-recipient, contractor, or subcontractor under this FTA shall comply with Federal administrative procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- c. Any Project costs for which AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by AGENCY to CALTRANS. Should AGENCY fail to reimburse moneys due CALTRANS within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the parties hereto, CALTRANS is authorized to intercept and withhold future payments due AGENCY from CALTRANS or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.
- d. Prior to AGENCY seeking reimbursement of indirect costs, AGENCY must prepare and submit annually to CALTRANS an Indirect Cost Allocation Plan or an Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. Americans with Disabilities Act

By signing this FTA, AGENCY assures CALTRANS that in the course of performing Project work, it will fully comply with the applicable provisions of the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

11. Indemnification

Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon AGENCY under this FTA. It is understood and agreed that AGENCY shall fully defend, indemnify and save harmless CALTRANS and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY, its officers, employees, agents or subcontractors under this FTA.

12. Non-Discrimination

- a. During the performance of this FTA, AGENCY and all of its sub-recipients and its sub-contractors, if any, shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family and medical care leave, and denial of pregnancy disability leave. AGENCY, its subcontractors, and sub-recipients shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code [GC] Section 12900 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this FTA by this reference and are made a part hereof as if set forth in full. AGENCY, its subcontractors, and sub-recipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other collective bargaining agreements in place.
- b. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. Retention of Records/Audits

- a. AGENCY, its contractors, subcontractors and sub-recipients shall establish and maintain an accounting system and records that properly accumulate and segregate incurred Project costs and matching funds by line. The accounting system of AGENCY, its contractors, all subcontractors, and sub-recipients shall conform to Generally Accepted Accounting Principles (GAAP), enable the

determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices. All accounting records and other supporting papers of AGENCY, its contractors, subcontractors and sub-recipients connected with Project performance under this FTA shall be maintained for a minimum of three (3) years from the date of final payment to AGENCY and shall be held open to inspection, copying, and audit by representatives of CALTRANS, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by AGENCY, its contractors, its subcontractors and sub-recipients upon receipt of any request made by CALTRANS or its agents. In conducting an audit of the costs and match credits claimed under this FTA, CALTRANS will rely to the maximum extent possible on any prior audit of AGENCY pursuant to the provisions of State and Agency law. In the absence of such an audit, any acceptable audit work performed by AGENCY's external and internal auditors may be relied upon and used by CALTRANS when planning and conducting additional audits.

- b. For the purpose of determining compliance with applicable State and Agency law in connection with the performance of AGENCY's contracts with third parties pursuant to GC Section 8546.7, AGENCY, AGENCY's sub-recipients, contractors, subcontractors, and CALTRANS shall each maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts. All of the above referenced parties shall make such materials available at their respective offices at all reasonable times during the entire Project period and for three (3) years from the date of final payment to AGENCY under this FTA. CALTRANS, the California State Auditor, or any duly authorized representative of CALTRANS or the United States Department of Transportation, shall each have access to any books, records, and documents that are pertinent to a Project for audits, examinations, excerpts, and transactions, and AGENCY shall furnish copies thereof if requested.
- c. AGENCY, its sub-recipients, contractors, and subcontractors will permit access to all records of employment, employment advertisements, employment application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission, or any other AGENCY of the State of California designated by CALTRANS, for the purpose of any investigation to ascertain compliance with this FTA.
- d. Additionally, all grants may be subject to a pre-award audit prior to execution of the FTA to ensure AGENCY has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

14. Disputes

- a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the CALTRANS Contract Officer, who may consider any written or verbal evidence submitted by AGENCY. The decision of the CALTRANS Contract Officer shall be the CALTRANS's final decision regarding the dispute.
- b. Neither the pendency of a dispute nor its consideration by the CALTRANS Contract Officer will excuse AGENCY from full and timely performance in accordance with the terms of the FTA.

15. Third-Party Contracts

- a. AGENCY shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without prior written authorization by CALTRANS Contract Manager unless expressly included (sub-recipient identified) in Attachment II as part of the identified Project work.
- b. AGENCY may use their procurement procedures as long as they comply with 49 CFR, Part §18.36 and Local Assistance Procedures Manual, Chapter 10. All government funded consultant procurement transactions must be conducted using a fair and competitive procurement process that is consistent with 49 CFR, Part §18.36.
- c. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to AGENCY's sub-recipients, contractors, and subcontractors. Copies of all agreements with sub-recipients, contractors, and subcontractors must be submitted to the CALTRANS Contract Manager.
- d. CALTRANS does not have a contractual relationship with the AGENCY's sub-recipients, contractors, or subcontractors and the AGENCY shall be fully responsible for all work performed by its sub-recipients, contractors, or subcontractors.
- e. Prior authorization in writing by the CALTRANS Contract Manager shall be required before AGENCY enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. AGENCY shall provide an evaluation of the necessity or desirability of incurring such costs.
- f. Any subcontract entered into by AGENCY as a result of this FTA shall mandate that travel and per diem reimbursements and third-party contract reimbursements to subcontractors will be allowable as Project costs only after those costs are incurred and paid for by the subcontractors. Travel expenses and per diem rates

for subcontractors shall be reimbursed pursuant to Section II - Payments and Invoicing, Item 7 c.

16. Drug-Free Workplace Certification

By signing this FTA, AGENCY hereby certifies under penalty of perjury under the laws of California that AGENCY will comply with the requirements of the Drug-Free Workplace Act of 1990 (GC Section 8350 et seq.) and will provide a Drug-Free workplace by doing all of the following:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by GC Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by GC Section 8355(b) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a Drug-Free workplace;
 - 3) Any available counseling, rehabilitation, and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC Section 8355(c), that every employee who works on the proposed contract or grant:
 - 1) Will receive a copy of the company's Drug-Free policy statement.
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.

Failure to comply with these requirements may result in suspension of payments under this FTA or termination of this FTA or both, and AGENCY may be ineligible for the award of any future state contracts if CALTRANS determines that any of the following has occurred: (1) AGENCY has made a false certification or, (2) agency violates the certification by failing to carry out the requirements as noted above.

17. Relationship of Parties

It is expressly understood that this FTA is an agreement executed by and between two independent governmental entities and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint

venture or association, or any other relationship whatsoever other than that of an independent party.

18. State-Owned Data

- a. AGENCY agrees to comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
 - 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CALTRANS data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.
 - 2) Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
 - 3) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 4) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 5) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 6) Notify the CALTRANS Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 7) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- b. AGENCY agrees to use the State-owned data only for State purposes under this FTA.
- c. AGENCY agrees to not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual (SAM) Section 5335.1)

19. Project Close Out/Final Product

- a. AGENCY will provide four (4) copies and four (4) electronic versions of the Final Product(s) to the CALTRANS Contract Manager.
- b. CALTRANS reserves the right to withhold final payment to AGENCY pending receipt of Final Product(s) to the CALTRANS Contract Manager.

SECTION III

ATTACHMENTS:

The following attachments are incorporated into and are made a part of this FTA by this reference and attachment.

- I. AGENCY Resolution
- II. Scope of Work and Project Timeline

IN WITNESS WHEREOF, the parties hereto have executed this FTA on the day and year first herein above written:

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

AGENCY NAME

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Appendix M

DEPARTMENT OF TRANSPORTATION

DIVISION OF TRANSPORTATION PLANNING

P.O. BOX 942874, MS-32
SACRAMENTO, CA 94274-0001
PHONE (916) 653-1637
FAX (916) 653-1447
www.dot.ca.gov/hq/tpp/



*Flex your power!
Be energy efficient!*

Comment [Mraovich1]: Remember to use your districts letterhead with its contact information

<Date>

<Mr./Ms. Name >

<Title>

<Organization>

<Address>

<City, ST ZIP>

RE: Caltrans Agreement No. 74A___ – <Grant Title>, Notice to Proceed

Dear <Mr./Ms.>:

Your Fund Transfer Agreement (FTA), also known as the contract, has been fully executed by the Department of Transportation (Caltrans) and grant funds have been encumbered for the amount of \$248,200.00. You are now authorized to commence work starting January 2, 2013.

Comment [Mraovich2]: Insert the start date on the FTA or the date DPAC signed the FTA, whichever is later.

On behalf of Caltrans, I will be the contract manager. During the term of this contract, <agency> is required to work closely with Caltrans. I will be contacting you within the next 10 days to schedule a project kickoff meeting. Topics to be covered will include:

- Roles and responsibilities
- Provide a copy of the EJ/CBTP Grant Handbook
- Review the executed contract, scope of work, and project timeline
- Review procurement procedures (if applicable)
- Review accounting requirements
- Review quarterly reporting requirements
- Review payment and invoicing requirements (must be timely)
- Discuss future meetings and events

Thank you for your cooperation in achieving success of this project. In the meantime, if you have questions or need further assistance, please contact me at (xxx) xxx-xxxx.

Sincerely,

JOHN DOE

Associate Transportation Planner
D1 Office of Community Planning

c: Jane Doe, Project Manager, City of Can Do
Joe Smith, City of Can Do
<headquarters grant manager>, Caltrans, Office of Community Planning



Sample EJ or CBTP Grant Kick-Off Meeting Agenda

Date: January 10, 2013

Time: 9:30-11:30 am

Location: City of Can Do Offices, Conference Room A

Attendees: Caltrans district contract manager, Caltrans HQ grant manager, grantee project manager, grantee accounting representative, sub-recipient(s) project manager, sub-recipients accounting representative, other interested Caltrans parties

Purpose: *The purpose of the kick-off meeting is to set clear expectations of grant procedures and to establish roles and responsibilities*

Time	Topic
9:30- 9:35	<ul style="list-style-type: none"> • Introductions
9:35- 10:00	<ul style="list-style-type: none"> • General Project Discussion <ul style="list-style-type: none"> ○ Introduce the project, its goals, and proposed outcomes. ○ If proposed work affects the State Highway system, Caltrans will be a key stakeholder. Caltrans Planning, Traffic Operations, and Right of Way might have to be consulted prior to taking conceptual ideas to the public. ○ Other necessary discussion items.
10:00- 10:10	<ul style="list-style-type: none"> • EJ and CBTP Grant Handbook <ul style="list-style-type: none"> ○ Provide grantee with a copy of the Handbook ○ Review district and grantee roles and responsibilities
10:10-10:25	<ul style="list-style-type: none"> • Review the entire FTA (contract), including the attached scope of work (SOW) and project timeline <ul style="list-style-type: none"> ○ <i>Review and get familiar with the intent, goals, and project deliverables</i> ○ <i>Review the dates that tasks will be completed and set completion milestones</i> • FTA amendments (SOW and project timeline) <ul style="list-style-type: none"> ○ <i>Amendments are NOT allowed on these grants</i> ○ <i>Grantees are held to completing every task on the project timeline/SOW by the contract termination date</i> ○ <i>Cost values are estimates, but actual value should be around the estimated amount – keep track!</i>
10:25-10:35	<ul style="list-style-type: none"> • Review procurement procedures <ul style="list-style-type: none"> ○ <i>Discuss the consultant procurement procedures and approach that will be used</i> ○ <i>Consultant procurement transactions must be conducted using a fair and competitive procurement process</i> ○ <i>Grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant</i> ○ <i>All documentation of third party contract procurements must be retained and copies of all agreements must be submitted to Caltrans</i>

	<ul style="list-style-type: none"> • <i>Procurement procedures must comply with:</i> <ul style="list-style-type: none"> ○ <i>Code of Federal Regulations: 49 CFR, Part 18.36</i> ○ <i>Local Assistance Procedures Manual: Chapter 10</i>
10:35-10:45	<ul style="list-style-type: none"> • <i>Review accounting requirements</i> <ul style="list-style-type: none"> ○ <i>Grantees are required to maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item</i> ○ <i>The accounting system of the grantee, including its sub-applicants and subcontractors, must conform to Generally Accepted Accounting Principles that enable the determination of incurred costs at interim points of completion</i> ○ <i>The accounting system must comply with 49 Code of Federal Regulations (CFR), Part 18 and 2 CFR, Part 225</i>
10:45-10:55	<ul style="list-style-type: none"> • <i>Review quarterly reports (QR)</i> <ul style="list-style-type: none"> ○ <i>Discuss how the QR information will be shared over the span of the project</i> ○ <i>The quarterly reporting template on the toolbox is for district contract managers to complete, not the grantee</i> ○ <i>District contract managers need to create a quarterly reporting mechanism to get information from the grantee to complete the QR form that is sent to Headquarters</i> <ul style="list-style-type: none"> ▪ <i>Importance of constant communication</i> • <i>QR's are most efficient when done at the same time as an invoice (counts as invoice summary)</i>
10:55-11:05	<ul style="list-style-type: none"> • <i>Review payment and invoicing requirements</i> <ul style="list-style-type: none"> ○ <i>Submitted as milestones are completed</i> ○ <i>One time, lump sum invoices are not allowed</i> ○ <i>Review the invoice package and its requirements (cover letter, invoice, invoice summary, documentation of expenditures)</i> ○ <i>Review eligible and ineligible costs</i> ○ <i>Discuss invoice tracking</i> ○ <i>Discuss local match documentation (cash and in-kind)</i>
11:05- 11:10	<ul style="list-style-type: none"> • <i>Discuss future meetings and events</i> <ul style="list-style-type: none"> ○ <i>The district contract manager should be invited to attend future project meetings, public participation events, and other project-related activities that may be identified in this kick-off meeting</i>
11:10-11:30	<ul style="list-style-type: none"> • <i>Questions</i>

Additional Information:

Appendix O

Community-Based Transportation Planning & Environmental Justice District Quarterly Performance Report

PLEASE NOTE: Forms should be completed by District staff only and not by the grantee(s)

Grant Summary Information

Today's Date: 1/15/2012

District: 1 Quarterly Reporting Period: 11/12 Qtr: 1

Contract #: 0 Grant Cycle FY: 2012/13

Contract End Date: 2/28/2015 Grant Type (CBTP/EJ): CBTP

District Planner/Contract Manager: (name/phone)

Grant Title:

Grant Recipient:

Performance Information

Task #	Task Title	Percent Complete	Planned Completion Date (Month/Year)	Actual Completion Date (Month/Year)
1.1	Task (list ALL tasks exactly as it appears on the SOW and project timeline)			
1.2	Task			
1.3	Task			
2.1	Task			
2.2	Task			

Narrative Information

1. Explain any problems or delays encountered during this quarter, and/or any anticipated problems or delays expected in the next quarter.

2. Provide a summary of the work that was completed this quarter.

THIRD PARTY IN-KIND VALUATION PLAN **CHECKLIST**

The third party in-kind valuation plan is an itemized breakdown by task and sub-task and serves as documentation for the goods and/or services to be donated. **The third party in-kind valuation plan must be consistent with the information provided on the project timeline and grant application cover sheet.**

Due to time constraints, EJ and CBTP grant programs require this document at the time of application submittal.

Partnership Planning and Transit Planning grant programs require this document upon grant award as a condition of grant acceptance.

The third party in-kind valuation plan must:

- Be completed using the FY 2013-14 template provided (do not alter the format).
- Name the third party in-kind local match provider.
- Describe how the third party in-kind local match will be tracked and documented for accounting purposes.
- Describe the fair market value of third party in-kind contributions and how the values were determined.
- Include an itemized breakdown by task and sub-task consistent with the project timeline.
- Be consistent with the in-kind local match amount reflected on the grant application cover sheet.

Appendix P

Sample Third Party In-Kind Valuation Plan

Task	Activity	Title	Name of In-Kind Match Provider	Fair Market Value Determination	Fair Market Value or Hourly Rate	Number or Hours	Estimated Cost
2.1	Community Workshop #1	Donated Workshop Conference Room	CBO	The rental rate is established by CBO.	\$50	4	\$200
		Workshop Volunteer	Joe Smith, CBO	City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$43	4	\$170
2.2	Community Workshop #2	Use of Projector and Laptop	CBO	The rental rate is established by CBO.	\$50	4	\$200
		Workshop Volunteer	Joe Smith, CBO	City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$43	4	\$170
2.3	Community Workshop #3	Copies and Flyers	CBO	Average Copy Costs	\$0.35	570	\$200
		Workshop Volunteer	Joe Smith, CBO	City of Can Do researched the cost for workshop facilitators and determined the average rate.	\$43	4	\$170
Total In-kind Match :							\$1,111

How the third party in-kind match will be documented for accounting purposes:
 The third party in-kind provider will submit a statement for donated services rendered to the City of Can Do with the value of the estimated cost for each task noted.

Appendix Q

SAMPLE INVOICE COVER LETTER

Grantee Letterhead

Current Date of Invoice

California Department of Transportation
District #/Division of Planning
Attn: Contract Manager Name
District Address
City, CA zip

Invoice No. #1
TAX ID #:
Contract # 74A_____
Dates of Service: _/_/_ to _/_/_

Project Title: _____

Dear Contract Manager Name,

The AGENCY is requesting reimbursement for Invoice #1 in the amount of \$ _____ for the 2012/13 Environmental Justice/or Community-Based Transportation Planning Grant, PROJECT TITLE. Find attached all deliverables and backup documentation to support this invoice.

Please call _____ at (xxx) xxx-xxxx with any questions or concerns you may have regarding this invoice or any of the backup documentation.

Sincerely,

SIGNED

JOHN SMITH
AGENCY General Manager

Appendix Q

SAMPLE INVOICE SUMMARY

Instructions: Per the FTA, Grantee's must submit a Project Summary with each invoice. Invoices for consultant services must also be accompanied by a Project Summary. A Project Summary consists of work completed by task during the dates of service for the invoice submitted and the deliverable produced.

THIS INVOICE COVERS WORK ON TASK 2.2 AND TASK 3.1 THROUGH 3.4:

- **TASK 2.2:** Prepared for, conducted, debriefed after, and incorporated info from Advisory Committee Meetings into materials to support the Draft Plan.
 - **DELIVERABLE:** Meeting notes (already sent to District March 4, 2011)
- **TASK 3.1:** Conducted internal meetings to review and discuss land use and circulation diagrams concepts to be included in the draft plan.
 - **DELIVERABLE:** Meeting notes (included this invoice)
- **TASK 3.2:** Developed opportunity site diagrams for draft plan.
 - **DELIVERABLE:** Site diagrams (on project website [www._____](#))
- **TASK 3.3:** Started work on circulation diagrams for Draft Plan
 - **DELIVERABLE:** a very draft stage circulation diagram to continue to be worked on (to be presented at a later date)
- **TASK 3.4:** Conducted reporting for invoices, and conducted other administrative tasks related to the grant.
 - **DELIVERABLE:** This invoice

Agency Letterhead

FY 2011-12 or 2012-13 EJ or CBTP Grant

Grant Title

This sample invoice is for FY 11-12 or FY 12-13. Grants awarded in these cycles take the required local match from the Grant Amount Requested (ie. **Grant Amount Invoiced**).

Caltrans - Department of Transportation
 Office of _____ - District ____
 Attn: District Contract Manager's Name
 Insert District Address Here:

Invoice No.: 1
 Invoice Date: 04/30/13
 FTA Contract Number: 74A ____
 Dates of Service: 1/2/13 to 4/15/13

The **red** areas need to be updated with grant specific information.

Fill in this column with the Grant Amount invoiced per task (without the local match included)

Revise the formula to match the percentage of the Local Cash Match that is stated in the FTA and the approved project timeline.

The cash match is a percentage taken from the Grant Amount Requested.

Ex. If the cash match is 7.5% of the Grant Amount Requested the formula should be:
 =H13*0.075

Ex. If the cash match is a full 10%, with no in-kind match
 =H13*0.1

Once the formula is set, drag the formula throughout each task so the column will populate on its own.

Revise the formula to match the percentage of the Local In-Kind Match that is stated in the FTA and the approved project timeline.

NOTE: If the in-kind match is proportionally split throughout each task a formula may be used.

Ex. If the in-kind match is 2.5% of the Grant Amount Requested the formula should be:
 =H13*0.025

Once the formula is set, drag the formula throughout each task so the column will populate on its own.

NOTE: If in-kind is only designated to certain tasks, no formula is needed. Just type in the amount in the task it was charged to.

Task #	Task Title	Grant Amount Invoiced	Cash Match Invoiced	In-Kind Match Invoiced	Total Amount Invoiced
1.1	Kick-Off Meeting w/ Caltrans				0.00
1.2	RFP Process for Consultant				0.00
1.3	Kick-Off Mtg w/ Consultant				0.00
1.4	Identify Stakeholders				0.00
2.1	Assemble Existing Traffic Data				0.00
2.2	Assemble Existing Land Use Data				0.00
2.3	Existing Conditions Report				0.00
3.1	Develop Advertising Strategy				0.00
3.2	Public Workshop- #1				0.00
3.3	Data Collection and Analysis				0.00
3.4	Develop Alternatives				0.00
3.5	Develop Prelim Concept Drawings				0.00
3.6	Public Workshop- #2				0.00
3.7	Develop Cost Estimates				0.00
3.8	Develop Implementation Strategy				0.00
3.9	Draft Report				0.00
4.1	Public Workshop- #3				0.00
4.2	Revise Draft w/ comments				0.00
4.3	Final Corridor Concept Drawings				0.00
4.4	Final Report				0.00
5.1	Plan Endorsement				0.00
5.2	Public Open House				0.00
5.3	City Council Meeting				0.00
6.1	Monthly Staff Coordination				0.00
6.2	Reporting of Milestones				0.00
6.3	Fiscal Management				0.00
Totals:		\$0.00	\$0.00	\$0.00	\$0.00

Fill in the **brown/green** boxes below with the grant specific funding information.

The **blue** boxes will populate automatically with formulas already established.

Net Amount Due to Grantee: **\$0.00**

Overall Funding Summary

GRANT FUNDS		LOCAL MATCH FUNDS			
Grant Award Amount	\$0.00	Local Cash Match Amount	\$0.00	Local In-Kind Match Amount	\$0.00
Grant Amount Previously Billed	\$0.00	Cash Match Previously Billed	\$0.00	In-Kind Match Previously Billed	\$0.00
Net Due to Grantee this Invoice	\$0.00	Current Cash Match Billed this Invoice	\$0.00	Current In-Kind Match Amount Billed this Invoice	\$0.00
Contract Balance	\$0.00	Cash Match Balance	\$0.00	In-Kind Match Balance	\$0.00

INVOICE REVIEW CHECKLIST

The following checklist can assist the District Contract Manager in reviewing and approving invoices. The list is illustrative, not inclusive.

- The District has date stamped the original signed Cover Letter and Invoice immediately upon receipt.
- Grantee has provided a Cover Letter that includes the following:
 - Submitted on Grantee letterhead
 - Addressed to the District Contract Manager
 - Project title is in the subject line
 - Date of the invoice
 - Invoice number (e.g., Invoice # 1)
 - FTA number
 - Dates of service of the invoice (cannot begin prior to contract execution or after contract termination)
 - Invoice amount
 - Signed by Grantee
- Grantee has provided an Invoice that includes the following:
 - Submitted on a Grantee letterhead
 - Includes remittance address
 - Date of the invoice
 - Invoice number (e.g., Invoice # 1)
 - FTA number
 - Dates of service of the invoice
 - Project title
 - Amount invoiced by Task
 - Includes overall funding summary
 - Grant funding amounts allocated for each task has not been overspent. If so, make note to the Grantee (Grantee will be advised to spend less on another task on a later invoice).
 - Invoice indicates the correct proportional local match (cash and in-kind) for each task as outlined in the Project Timeline.
- Grantee has provided an Invoice Summary which summarizes all work completed per task during the dates of service of the invoice.
 - Invoice and invoice summary must be consistent with the Scope of Work, Project Timeline, FTA, and any third-party agreements.
 - If Grantee has a sub-recipient/consultant, they must also submit an Invoice Summary for work completed.
- Grantee has provided Documentation of Expenditures (receipts, staff timesheets, cancelled checks to consultant, consultant invoices, etc.)
 - Documentation falls within the dates of service of the invoice (which also needs to fall within the start date and termination date of the contract).
 - All costs are eligible (review eligible and ineligible expenses per the Handbook).
 - Adequately shows that costs have been expended by the agency. (All staff, sub-recipient work, consultant work, and expenditures must be paid for prior to requesting reimbursement from Caltrans).
 - Review invoice and deliverable(s) to verify what was paid for has been obtained.
 - If the Grantee has an Indirect Cost Allocation Plan (ICAP), documentation of the approved percentage and breakdown of indirect costs per task is provided.

Appendix T

Receiving Training

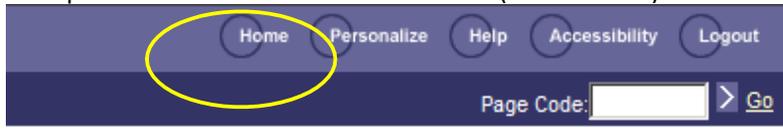
Thursday, July 22, 2010
4:57 PM

Agenda:

1. General Navigation Overview
2. Recording Receiving Records using the Receiving (RC) document
3. Vendor Transaction and Contract Research

General Navigation

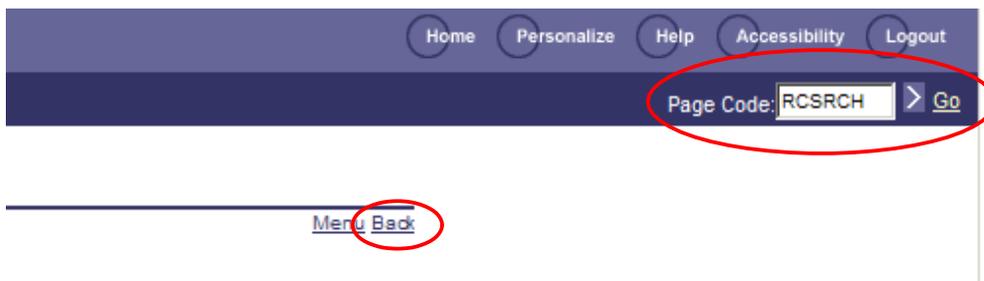
1. **Home Button** - The home button will return you to the same screen you see when you log in. Note that each person's "Home" can be customized (more below).



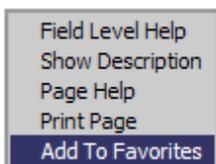
2. **No "Back" Button** - Advantage does not have a back button like you are used to. Instead you must almost always navigate "forward". You will learn ways to return to previous screens by *Closing* documents.



3. **Page Jump** - The Page Jump option allows you to quickly navigate to another page **AND** you are given access to a Back link to return you to your previous work. Good for either quick research or just to quickly navigate. Requires using the *Page Code* to navigate.



4. **Favorites** - Favorites can be created by *Right Clicking* your mouse on the desired page and selecting **Add to Favorites**. You can create an unlimited number of favorites



5. **Work Lists** - What is a work list?
 - a. Service two purposes:
 - i. A location for document *approvers* to access documents that require their approval.
 - ii. A location to find any of your documents that have been "disapproved" by an approver

Worklist

Select Worklist:
 Level:
 Code:
 Dept:
 ID:
 Browse Clear

Level Code Dept ID Comments Creator ID Submitter ID Date Reason Message
 First Prev Next Last Approve Reject Take Task Return Task Refresh
 Menu Recall

6. **History** - Shows your 25 most-recently visited pages

- Financial - Training
- ▶ Message Center
- ▶ Search
- ▼ History
 - Document Catalog
 - RC 2660 TRNAP3401 1
 - PO 2660 TRN000000002 1
 - View Forms
 - Receiving Search
- ▶ Favorites
- ▶ Administration

7. **Page Search v/s Document Catalog** - Note that both are located in the Search option

- a. Page Search allows you to search for inquiries or wizards. Generally shows you *the current status* of Contracts, Projects, Vendors, etc.
- b. Document Catalog can be considered a "filing cabinet" of existing documents or a means of creating new documents; Documents generally update inquiries and provide a *historical* record of these updates. Documents can be Requisitions (RQS), Contracts (CT), Purchase Orders (PO), Invoice record (IN), Receiving record (RC), Payment Requests (PRM, PRC, GAX), Payment (AD, MD)

- Financial - Training
- ▶ Message Center
- ▼ Search
 - Page Search
 - Document Catalog
 - Report Search
- ▶ History
- ▶ Favorites
- ▶ Administration

Document Catalog

Create

▼ Document Identifier

Code: Unit:
 Dept: ID:

8. **Printing** - Printing, from a receiving perspective, *does not happen to a specific "form"*. Instead, printing can be accomplished from any page in Advantage by using the Print Page option from: The *right-click menu* or the Menu link.

RC 2660 TRNAP3401 1

Document View

- Header
- Vendor
- Commodity
- General Information
- Tolerance Information
- Document Comments
- Document Attachments
- Document History
- Document Reference
- Future Triggering
- Forms

RC - 2660- TRNAP3401- 1- New- Final

Commodity Line	Commodity	Receiv	y	Rece
1	082141500			

Insert New Line Insert Copied Line

▼ General Information

Line Type: Commodity

9. **Pick Lists** - Note that *any field* with the a Blue Box next to it requires a *pre-defined* value and will not accept "free-text" entry. If you do not know the value, use the **Pick List** to help select/search-for the

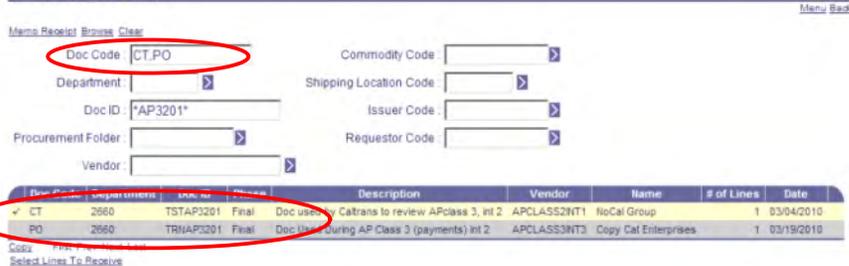
right value.

Receiving Location : 

Recording Receiving Records

- "Receiving", in an Advantage sense, represents the District's acknowledgement of goods or services received. Payment still requires that you send the pay package to Caltrans Accounting staff to pay the vendor.
 - In Advantage:
 - Goods/Itemized Orders** are encumbered using a Purchase Order (PO) document
 - Services** are encumbered using a Contract (CT) document
- You can use the **Receiving Search** (Wizard) to create the Receiving (RC) document

Receiving Search



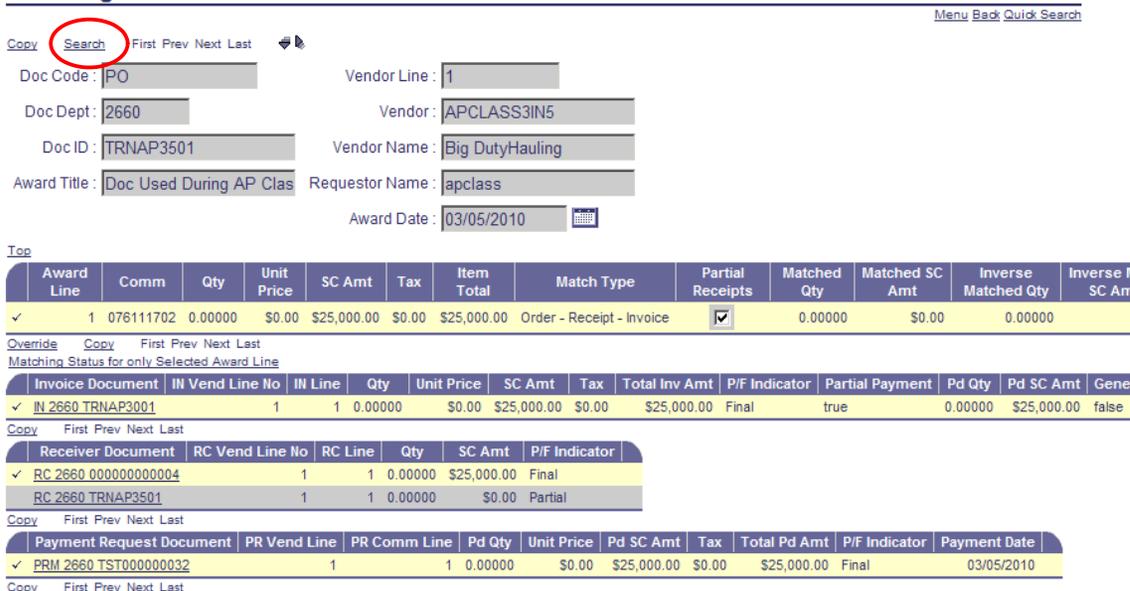
Description	Vendor	Name	# of Lines	Date
Caltrans to review AP Class 3, int 2	APCLASS2NT1	NoCal Group	1	03/04/2010
Doc Used During AP Class 3 (payments) int 2	APCLASS3NT3	Copy Cal Enterprises	1	03/19/2010

- Refer to Page ### in the P-Card Training Materials for our training

Vendor Transaction and Contract Research

- Matching Status (MATA) table** - Allows you to see a single-Contract/Order (CT/PO) at a time and all referencing Receiver (RC), Invoice (IN) or Payment Request (PRM, PRC) documents.

Matching Status



Award Line	Comm	Qty	Unit Price	SC Amt	Tax	Item Total	Match Type	Partial Receipts	Matched Qty	Matched SC Amt	Inverse Matched Qty	Inverse SC Amt
1	076111702	0.00000	\$0.00	\$25,000.00	\$0.00	\$25,000.00	Order - Receipt - Invoice	<input checked="" type="checkbox"/>	0.00000	\$0.00	0.00000	

Invoice Document	IN Vend Line No	IN Line	Qty	Unit Price	SC Amt	Tax	Total Inv Amt	P/F Indicator	Partial Payment	Pd Qty	Pd SC Amt	Gene
IN 2660 TRNAP3001	1	1	0.00000	\$0.00	\$25,000.00	\$0.00	\$25,000.00	Final	true	0.00000	\$25,000.00	false

Receiver Document	RC Vend Line No	RC Line	Qty	SC Amt	P/F Indicator
RC 2660 000000000004	1	1	0.00000	\$25,000.00	Final
RC 2660 TRNAP3501	1	1	0.00000	\$0.00	Partial

Payment Request Document	PR Vend Line	PR Comm Line	Pd Qty	Unit Price	Pd SC Amt	Tax	Total Pd Amt	P/F Indicator	Payment Date
PRM 2660 TST000000032	1	1	0.00000	\$0.00	\$25,000.00	\$0.00	\$25,000.00	Final	03/05/2010

- Vendor Transaction History (VTH) page** - Shows you all transactions with a given vendor, including Contract/Orders (CT/PO), Payment Request (PRM, PRC) and Disbursements (AD, MD) documents... (any document with an **accounting** impact).

Vendor Transaction History

Browse Clear

Vendor/Customer Code: Document Type:

Address ID: Document Code:

Vendor Invoice Number: Event Type:

Bank Account Code: Check Number:

Record Date: Check Description:

Budget Fiscal Year: Fiscal Year:

Accounting Period: Fund:

Department: Sub Fund:

Unit: Sub Unit:

Object: Sub Object:

Calculate Total

Record Date	Document	Phase	VL	CL	AL	AL Amount	Referenced Document	Vendor Invoice Number	Bank Account
3/5/10	AD_2660.MAN000000004	F	1	1	2	\$25,000.00	PRC_2660.TRNAP3501	TRNAP3501 MANUAL	001
3/5/10	AD_2660.MAN000000004	F	1	2		\$25,000.00	PRM_2660.TST000000032	TRNAP3501 AUTO	001
3/5/10	PO_2660.TRNAP3501	F	1	1	1	\$25,000.00			
3/5/10	PRC_2660.TRNAP3501	F	1	1	1	\$25,000.00		TRNAP3501 MANUAL	001
3/5/10	PRM_2660.TST000000032	F	1	1	1	\$25,000.00	PO_2660.TRNAP3501	TRNAP3501 AUTO	001
3/12/10	GAX_2660.000000000020	F	1	1	1	(\$25,000.00)		INT-25-EXAMPLE	001

First Prev Next Last Download

Vendor Invoice Registry Matching Status Disbursement Query Check Reconciliation Paid Checks Customer Information Lifecycle Inquiry

- Document Reference** - Each document in Advantage contains a section to quickly access a "forward" or "backward" document reference; this shows you documents *preceding* the document you are looking at, or *following* the document you are looking at. (See "Using Document References" for more information)

RC 2660 TRNAP3400 1

Document View

- Header
- General Information
- Extended Description
- Document Information
- Vendor
- Commodity
- Document Comments
- Document Attachments
- Document History
- Document Reference**
- Future Triggering
- Forms

F

Document Reference Query

Back Clear

*Document Code:

*Doc Dept:

*Document ID:

Referenced Document	Function	Last User	Date
RC_2660.TRNAP3400.1	New	apclass	3/12/10
PO_2660.TRNAP3400.1	New	apclass	3/12/10

Copy First Prev Next Last

Forward Reference Backward Reference Next Reference Step

- LINQ** - The **Lifecycle Inquiry** page provides a more comprehensive and flexible means to navigate according to document references. (See "Using Document References" for more information)

Lifecycle Inquiry

Clear

Document Search

Document Code:

Document Department:

Document ID:

Document Filter

Results for Search Document:

Document ID	Function	Version	Document Description	Create User ID	Acceptance Date
PO_2660.TRNAP3501.1	New	1	Doc Used During AP Class 3(payments) Int 5	apclass	03/05/2010
IN_2660.TRNAP3001.1	New	1		apclass	03/05/2010
RC_2660.000000000004.1	New	1	Doc Used During AP Class 3(payments) Int 5	apclass	03/05/2010
PRM_2660.TST000000032.1	New	1		apclass	03/05/2010
AD_2660.MAN000000004.1	New	1		sa	03/05/2010

First Prev Next Last



Dispute an Invoice – Enter an Invoice Dispute Document (IDN) Document

Introduction:

If a district or division Advantage user identifies a problem with an invoice, he/she has the ability to formally dispute the invoice through an Invoice Dispute Notification (IDN) document. The IDN should be created when a significant discrepancy exists on the invoice necessitating a formal dispute. Invoices can only be disputed at the document level, not individual line levels. If an item on an invoice is disputed, then the whole invoice is disputed.

IDNs are created for two reasons:

- To generate a dispute record in Advantage
- To produce a STD 209 form, which is used to notify the vendor of the invoice dispute

The IDN dispute process prevents payment for the entire invoice until it is resolved. By creating the IDN in Advantage, interest calculation on the payment cannot begin until the dispute is resolved.

IDNs should always be created prior to entering a payment request. While they can be entered after, the business process should require districts or divisions to verify that the invoice is correct prior to requesting Accounts Payable to issue payment. Therefore, the dispute documents should always exist in Advantage prior to a payment of an invoice.

Starting Notes:

Upon recognizing that an invoice should be disputed, the district employee will contact the vendor to attempt to resolve the dispute. Regardless of the outcome of the contact, an IDN document will be created in Advantage at that time to record the dispute (some disputes may be resolved the same day without making changes to the vendor invoice).

Creation and resolution of invoice disputes take place in four major steps:

1. A district or division Advantage user notices a significant discrepancy on an invoice that merits interaction with the vendor to resolve.
2. The Advantage user works with the vendor to resolve the dispute.
3. The Advantage user creates an IDN document. This documents the dispute and allows the system user to create an STD 209 form to notify the vendor of the dispute.
4. The Advantage user creates a modification IDN to indicate that the dispute has been resolved.

How to create the original and modification IDNs are covered in this Quick Reference Guide.



Enter an IDN Document that Documents the Initial Dispute Process Steps:

The table that follows highlights the steps involved in processing an Invoice Dispute Notification document in Advantage that documents the initial invoice dispute.

Step	Actions
1. Open Document Catalog	<ol style="list-style-type: none"> 1. The person who wishes to create the IDN must login to Advantage. 2. In the Secondary Navigation Panel, click Search. 3. In the Secondary Navigation Panel, click Document Catalog. The Document Catalog Page will open.
2. Enter Document Identifier Information to Create a Blank IDN Document	<ol style="list-style-type: none"> 1. In the Document Identifier Subsection, enter: <ul style="list-style-type: none"> ○ Code – Enter IDN ○ Dept – Enter 2660 (2660 is the Department number for Caltrans) ○ Unit – Enter the appropriate Unit value. Refer to the Unit Code Crosswalk on the Advantage & infoAdvantage Support Center for the appropriate value. 2. In blue bar on top of page, click the Create Hyperlink. If there is a Search Hyperlink in the blue bar, skip this step. 3. Click in the Auto Numbering checkbox. 4. Click the Create Hyperlink. Advantage will create and display a blank IDN document. <ul style="list-style-type: none"> ○ Note the document number on the top of the page. The number that follows "IDN - 2660 -" is the document number. This number is your IDN ID number.
3. Complete Header Section	<ol style="list-style-type: none"> 1. In the General Information Subsection, fill in the following required fields: <ul style="list-style-type: none"> ○ Dispute Date – Enter the invoice dispute date. ○ Vendor Invoice Number – Enter the disputed vendor invoice number. ○ Invoice Amount – Enter the disputed vendor invoice amount. ○ Invoice Date – Enter the disputed vendor invoice date. ○ Vendor – Use the pick list to select the disputed vendor ID from VCUST table ○ Address ID – Use the pick list to select the disputed vendor Address ID from VCUST table ○ Vendor Contact ID – Use the pick list to selected the disputed vendor contact ID from VCUST table 2. In the Document Action Bar, click Save. 3. In the Secondary Navigation Panel, click Dispute to expand the Dispute Subsection.



Step	Actions
	<ol style="list-style-type: none"> 4. In the Dispute Subsection, fill in the following required field(s): <ul style="list-style-type: none"> ○ To indicate why the dispute is taking place, select <u>at least one of the checkboxes</u> in this subsection. If you choose Others, you must fill in the Other Reason field to specify the reason. ○ Disputed Vendor Contact Name – Enter the name of the person at the vendor who was contacted by the Caltrans Advantage user ○ Date of Contact – Enter the date that Caltrans had contact with the disputed vendor. 5. In the Secondary Navigation Panel, click Contact to expand the Contact Subsection. 6. In the Contact Subsection, fill in the following required fields: <ul style="list-style-type: none"> ○ Contact Name – Enter the name of the person at Caltrans who contacted the disputed vendor. ○ Address 1 – Enter the address for the above named contact. ○ Address 2 – If necessary, enter additional address information, such as a room number. ○ City – Enter the city portion of the address. ○ State – Enter the state portion of the address. ○ Zip Code – Enter the zip code portion of the address. ○ Email – Enter the email of the Caltrans contact. ○ Phone – Enter the phone number of the Caltrans contact. 7. In the Document Action Bar, click Save.
<ol style="list-style-type: none"> 4. Validate and Submit IDN Document 	<ol style="list-style-type: none"> 1. In the Document Action Bar, click Validate. Advantage displays a confirmation message that the document validated successfully. <ul style="list-style-type: none"> ○ If errors are received, click the View All Hyperlink to view all messages. Error messages with a severity of Error or Severe will need to be resolved before the document can be submitted. 2. In the Document Action Bar, click Submit. Advantage displays a confirmation message that the document submitted successfully.
<ol style="list-style-type: none"> 5. Print IDN to form STD 209 	<ol style="list-style-type: none"> 1. In the Document Action Bar, click Print. 2. From the Print Job drop list, select Invoice Dispute Notification (PDF). 3. Select PDF file generator from the Print Resource ID drop list. 4. Check the View Forms checkbox. <ul style="list-style-type: none"> ○ IMPORTANT: If you do not check this box then you will not have access to your printed PDF. 5. In the View Forms Description field, enter a title for your IDN form such as "IDN for <vendor's name> <invoice number>" (for example: IDN Park's Janitor Services 123456789) <ul style="list-style-type: none"> ○ This is an important field as it will help you find your specific form in a list of other PDF forms that are going to be printed.



Step	Actions
	<ol style="list-style-type: none">6. Click the Print Hyperlink. The Print page will close and your IDN will display with a message stating, “Document print job was successfully submitted.”<ul style="list-style-type: none">○ IMPORTANT: The IDN has not printed. A PDF version of the IDN was just created. You have to access the PDF and actually print the document.7. In the Secondary Navigation Panel, click Forms.8. Locate your document in the list of documents waiting to be printed. It will have the description you entered above in the Description column.9. Click the View PDF Hyperlink for your Description. The PDF will open.10. In the PDF document, click the printer icon to print the document to a local printer. Print three copies, one each for the vendor, the District, and the Division of Accounting.11. Send the printed forms to their recipients.
End Notes	<p>After the IDN is submitted:</p> <ol style="list-style-type: none">1. The phase of the IDN changes from Draft to Final.2. The submitted IDN document updates the Invoice Dispute Tracking Table (IDT) with the vendor invoice number from the disputed invoice.3. New IDN documents create a record on IDT for that vendor/vendor invoice number combination, which remains outstanding until the dispute is resolved. <p>An invoice number with an un-resolved (outstanding) invoice disputes cannot have payment requests processed against it. Interest calculation on the invoice is suspended as long as the dispute is outstanding.</p>



Enter an IDN Document that Documents the Resolution of a Disputed Invoice Process Steps:

The dispute can have one of two resolutions. They are:

- The parties agree to an amount to be paid. This will trigger the Advantage user to issue a modification to the IDN (steps cited below), correct the hardcopy invoice, and process the payment. If the IDN was created after the invoice (IN) was entered by Accounting, the IN would have to be corrected. (Steps for correcting the invoice (IN) and processing the payment can be found in the **Record Invoice QRG.**) Issuing the modification IDN will:
 - Allow the Advantage user to document that the dispute has been resolved
 - Allow the vendor invoice to be referenced on the payment request
- The parties agree to cancel the invoice. This will trigger the Advantage user to cancel the invoice and discard the order document. If the IDN was created after the invoice (IN) was entered by Accounting, the IN would have to be cancelled. (Steps for cancelling the invoice and discarding the order document can be found in the **Record Invoice QRG.**)

The table that follows highlights the steps involved in processing an Invoice Dispute Notification document in Advantage that documents the resolution of a disputed invoice.

Step	Actions
1. Open the Invoice Dispute Tracking Table (IDT)	1. The person who wishes to locate and open the resolved IDN must login to Advantage. 2. In the Primary Navigation Panel, in the Page Code field, enter IDT . 3. Click the Go Hyperlink. The Invoice Dispute Tracking Table displays.
2. Use the IDT to locate and open the newly resolved IDN	1. Click the Search Hyperlink. A pop-up search window will display. 2. Search for the newly resolved IDN by filling in one or more of the fields on the search window. Field options are: <ul style="list-style-type: none"> ○ Dispute Doc Code – Enter IDN since you are searching for an IDN ○ Dispute Doc Dept – Enter 2660 (2660 is the Department number for Caltrans) ○ Dispute Doc ID – Enter the ID number of the IDN you are seeking. Asterisks are allowed to be used for wild cards. If you know the document ID, it is the only field you need to fill in as searching for the ID number will find only one document. ○ Vendor Invoice Number – Enter the invoice number of the disputed invoice. ○ Vendor Code – Enter the vendor code for the vendor who created the disputed invoice. ○ Invoice Date – Enter the date of the disputed invoice. ○ Dispute Date – Enter the date that the dispute occurred. ○ Dispute Resolution Date – Do not use this field as you are searching for a dispute that has not yet been resolved. 3. Click the Ok Hyperlink. One or more document records will display in



Step	Actions
	<p>the grid.</p> <ol style="list-style-type: none"> 4. Locate the record for the IND document that has just been resolved. If the record does not appear on the first page of the grid, click the Next Hyperlink to display additional records. 5. In the Dispute Document column, click the document's ID Hyperlink. The document will display. Note that the field backgrounds are gray; this means that they cannot be edited.
<p>3. Create a modification version of the IDN and fill in information about the resolution</p>	<ol style="list-style-type: none"> 1. In the Document Action Bar, click Edit. Note the changes: <ul style="list-style-type: none"> ○ The background of the fields turns white, indicating that they can be edited. ○ In the document identifier at the top of the page, three changes indicate that you are viewing a copy of the original document: <ul style="list-style-type: none"> ▪ The version number (the number following the document ID number) of the new document is 2. The original was version 1. ▪ The function of the new document is Modification. The function of the original document was New. ▪ The phase of the new document is Draft. The phase of the original document was Final. ○ In the document identifier at the top of the page, the version number (the number following the document ID number) is now 2. This indicates that you are viewing a copy of the original document that was version 1. 2. In the Secondary Navigation Panel, click Dispute to expand the Dispute Subsection. 3. In the Dispute Subsection, fill in the following required fields: <ul style="list-style-type: none"> ○ Dispute Resolution Date – Date the dispute was resolved ○ Dispute Resolution Reason – This is a free text field for you to enter how the dispute was resolved. 4. In the Document Action Bar, click Save.
<p>4. Validate and Submit IDN Document</p>	<ol style="list-style-type: none"> 1. In the Document Action Bar, click Validate. Advantage displays a confirmation message that the document validated successfully. <ul style="list-style-type: none"> ○ If errors are received, click the View All Hyperlink to view all messages. Error messages with a severity of Error or Severe will need to be resolved before the document can be submitted. 2. Click Submit in the Document Action Bar. Advantage displays a confirmation message that the document submitted successfully.
<p>5. Print IDN to form STD 209</p>	<ol style="list-style-type: none"> 1. In the Document Action Bar, click Print. 2. From the Print Job drop list, select Invoice Dispute Notification (PDF). 3. Select PDF file generator from the Print Resource ID drop list. 4. Check the View Forms checkbox. <ul style="list-style-type: none"> ○ IMPORTANT: If you do not check this box then you will not have



Step	Actions
	<p>access to your printed PDF.</p> <ol style="list-style-type: none">5. In the View Forms Description field, enter a title for your IDN form such as "IDN for <vendor's name> <invoice number> resolved" (for example: IDN Park's Janitor Services 123456789 resolved)<ol style="list-style-type: none">○ This is an important field as it will help you find your specific form in a list of other PDF forms that are going to be printed.6. Click the Print Hyperlink. The Print page will close and your IDN will display with a message stating, "Document print job was successfully submitted."<ol style="list-style-type: none">○ IMPORTANT: The IDN has not printed. A PDF version of the IDN was just created. You have to access the PDF and actually print the document.7. In the Secondary Navigation Panel, click Forms.8. Locate your document in the list of documents waiting to be printed. It will have the description you entered above in the Description column.9. Click the View PDF Hyperlink for your Description. The PDF will open.10. In the PDF document, click the printer icon to print the document to a local printer. Print three copies, one each for the vendor, the district, and the Division of Accounting.11. Send the printed forms to their recipients.
End Notes	<p>After the IDN is submitted:</p> <ol style="list-style-type: none">1. The phase of the IDN changes from Draft to Final.2. The submitted IDN document updates the Invoice Dispute Tracking Table (IDT) indicating that the dispute was resolved.

Related Training Materials:

- 204.2 Vendor Invoicing Instructor Guide
- Record Invoice Quick Reference Guide

Appendix V

STD. 4 (REV 05/2002) (Automated)

STATE OF CALIFORNIA- DEPARTMENT OF GENERAL SERVICES

CONTRACT/CONTRACTOR EVALUATION

OFFICE OF LEGAL SERVICES

This evaluation must be completed for all consulting services contracts \$5,000 and over within 60 days of completion of the contract. If performance by the contractor was unsatisfactory, a copy of the evaluation must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, Suite 7-330, 7th floor, West Sacramento, CA 95605 within five days after completion of the evaluation. The contractor must be notified and sent a copy of the unsatisfactory evaluation within fifteen days after its completion.

ADA Notice

For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

DEPARTMENT DEPARTMENT OF TRANSPORTATION		CONTRACTOR'S NAME AND ADDRESS	
DIVISION DIVISION OF PROCUREMENT AND CONTRACTS			
EVALUATOR'S NAME			
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	CONTRACT COMMENCEMENT DATE	CONTRACT EXPIRATION DATE	

1. TOTAL CONTRACT AMOUNT INCLUDING AMENDMENTS

2. DESCRIBE SERVICE OR PRODUCT TO BE PROVIDED UNDER CONTRACT

3. IS THE SERVICE / PRODUCT BEING UTILIZED

NO- If no, explain why YES - If yes, explain how the product or service met the specific problem, administrative requirement, or program need which made the contract necessary.

4. DID THE CONTRACTOR FULFILL ALL REQUIREMENTS OF CONTRACT INCLUDING QUALITY STANDARDS?

NO - If NO, explain YES

5. IF ANSWER TO ITEM WAS NO, WAS CONTRACTOR NOTIFIED AND SENT A COPY OF THE EVALUATION		6. TYPE OF BIDDING	
<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> RFP/IFB <input type="checkbox"/> SOLESOURCE	
7. EMPLOYEE TO BE CONTACTED REGARDING CONTRACTOR PERFORMANCE		8. TITLE	9. TELEPHONE NUMBER
10. EVALUATOR'S SIGNATURE	11. TITLE	12. DATE	13. TELEPHONE NUMBER

Appendix W



California Department of Transportation
Office of Community Planning
Environmental Justice and
Community-Based Transportation Planning Grant Programs

District Contract Manager Close-Out Survey

To ensure quality and continuity of the Environmental Justice (EJ) and Community-Based Transportation Planning (CBTP) Grant Programs, please complete the following survey. The survey shall be completed at the time of final project close out and submitted to the Headquarters (HQ) Program Manager. One survey should be submitted for each project. District comments are valuable for program improvements.

Contract Manager: _____

Project Title: _____ FY: _____

1) The application process is evaluated by the HQ grant team every grant cycle. Please provide any recommendations to improve the application submission process.

2) Projects are selected on, among many other things, well thought-out goals. Were the project goals successfully completed? Were there any tasks that were difficult to complete? Please explain.

3) Is this project a showcase example of the respective grant program? Please explain.

4) Project Management is essential to successful contract execution. Reporting and invoicing are important to the success of each grant program. How would you improve the reporting and invoicing process to Caltrans staff?

5) Building strong relationships with grantees and local communities is important to the success of the grant programs. How would you improve Caltrans' customer service and participation in these local grant projects? What can HQ do to improve technical assistance?

6) Have any other funding sources been identified for developing and implementing the suggested improvements recommended in the final product for this project? Please explain.

7) How can Caltrans assist with project implementation? Please explain.

8) Specify the project strengths? Please explain.

9) Specify the project challenges. Please explain.

10) Additional Comments:

Appendix X



California Department of Transportation
Office of Community Planning
Environmental Justice and
Community-Based Transportation Planning Grant Programs

Grantee Project Close-Out Survey

To ensure quality and continuity of the Environmental Justice (EJ) and Community-Based Transportation Planning (CBTP) Grant Programs, please complete the following survey. This survey should be completed by the grantee and submitted at the same time the final product is submitted to the district office. The comments will be used to make improvements to the Programs and better serve communities across the State of California.

Grantee Name: _____

Project Title: _____ FY: _____

1) The application process is evaluated by our grant team every grant cycle. Please provide any recommendations to improve the application submission process.

2) Each grant program has particular objectives. Do you believe the project successfully fulfilled the program's objectives? Please explain.

3) Projects are selected on, among many other things, well thought-out goals. Did the project successfully complete its goals? Were any tasks difficult to complete? Please explain.

4) Project management is essential to successful contract execution. Reporting and invoicing are important to both programs. How would you improve the reporting and invoicing process to Caltrans staff?

5) Building strong relationships with grantees and local communities is important to the EJ/CBTP grant programs. Please provide any recommendations you have to improve Caltrans' District customer service and participation in local grant projects.

6) Have any other funding sources been identified for developing and implementing the suggested improvements recommended in the final product for this project? Please explain.

7) What are the next steps for project implementation?

8) What were the project strengths? Please explain.

9) Provide a summary of the project challenges. Please explain.

10) Additional Comments:

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Prepared by
California Department of Transportation
Division of Transportation Planning
Office of Community Planning

