Environmental Justice & Community-Based Transportation Planning

Grant Handbook

A Reference Manual for Caltrans District Staff and Grant Recipients

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

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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 2010 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 proving 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 380 planning grants totaling nearly $56.5 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.

2.04 Local Coordination

Grantees must coordinate projects with transportation planning efforts taking place within their region. If the grantee is a Native American tribal government (Tribe), or if a project resides within or adjacent to tribal land, the district contract manager will initiate consultation between the Tribe and the Metropolitan Planning Organization (MPO) or Regional Transportation Planning Agency (RTPA). 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 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 4a and 4b read as follows:

"a. The Department may terminate this FTA for convenience by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination or immediately for cause in the event of material breach."

"b. In the event of termination for convenience, the Department will reimburse [Grantee] for all allowable, authorized costs up to the date of termination."

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.

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 person authorized to enter into a contract with Caltrans on behalf of the applicant
- ☐ Be enacted by the application deadline (or by the condition award letter deadline, if required)
- ☐ 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 in Microsoft Word format
- ☐ List all tasks and subtasks using the same title as stated in the project timeline
- ☐ Have task numbers in accurate and proper sequencing; consistent with the project timeline
- ☐ List the responsible party for each task and subtask (i.e., is the work being performed by the applicant or consultant?)
- ☐ Have a thorough and accurate description of each task and subtask
- ☐ 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 public participation and services to diverse communities
- ☐ NOT include environmental, complex design, or engineering work
- ☐ Include a task for quarterly reporting to Caltrans
- ☐ List the project deliverable for each task in a table following each task

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 in Microsoft Excel format.
- ☐ List all tasks and subtasks with the same title as stated in the scope of work
- ☐ Have 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
- ☐ List the responsible party for each task, consistent with the scope of work
- ☐ Complete all budget columns:
  - ☐ Total Cost
  - ☐ Grant Amount (must be identified for each task)
  - ☐ Local Cash Match (must be identified for each task)
  - ☐ Local In-kind Match (if contributed)
- ☐ 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 the correct fiscal year and months in the heading of the timeframe
- ☐ 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 (refer to conditional award letter)
- ☐ Have the timeframe extend all the way to the end of the contract period (refer to conditional award letter)
- ☐ 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 The 360 Package

Once the district contract manager has received conditional documents from the grantee, he or she can then complete the 360 Package.

A complete 360 Package includes:

- Service Contract Request—ADM Form 0360 (completed by the district contract manager)
- Payee Data Record—STD Form 204 (completed by the grantee)
- Conflict of Interest Statement Clarification—ADM Form 3043 (completed by the district contract manager)
- Scope of Work—must be in MS Word
- Project Timeline—must be in MS Excel
- Local Resolution

Service Contract Request (ADM Form 0360)

The ADM Form 0360 is partially completed and posted to the online toolbox. The remaining sections of the form will need to be completed by the district contract manager. An instruction sheet explaining the coding of each section is also available at the online toolbox.

The ADM Form 0360 and project timeline must have congruent project start and end dates. The start date must be at least 60 days after the date the district contract manager submits the 360 Package to OCP. This 60-day timeframe allows time for the DPAC analyst to process and write the contract.

The district contract manager needs to sign this form and then obtain a signature from their approving manager (usually a Senior Transportation Planner). Please note, DPAC requires two separate signatures, one from the district contract manager and one from the approving manager. All signatures must be in **blue ink** (an electronically scanned color copy is acceptable).

There are two samples of the ADM Form 0360 in Appendix I and at the online toolbox. Samples have been created for both EJ and CBTP grant programs.

Payee Data Record (STD Form 204)

The district contract manager needs to fill in Section 6 of the Payee Data Record (STD Form 204) and forward to the grantee to complete and sign. All grantees need to complete this form, regardless of governmental affiliation. This form ensures that the correct address will be put into the Caltrans accounting system, known as E-FIS, for accurate arrival of invoice reimbursement checks.

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

Conflict of Interest Statement Clarification (ADM Form 3043)

The Conflict of Interest Statement Clarification (ADM Form 3043) only needs to be filled out if the grant amount is greater than $100,000. 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.

3.06 The 360 Package Submittal

The district contract manager compiles all components of the 360 package and submits it by email to the assigned headquarters grant manager in OCP for 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.

Once OCP approves the 360 package, it will be forwarded on to RMB for processing. RMB enters the project information into E-FIS and then sends it to DPAC.

3.07 Fund Transfer Agreement

Once DPAC receives the 360 package from RMB, it is assigned to a DPAC analyst to write and execute the Fund Transfer Agreement (FTA). 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. At this point, the grant receives a contract number. 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 makes the identified corrections and finalizes the FTA, he or she sends the FTA to the grantee for review and signature. Once the grantee has agreed to the terms, they will sign four copies of the original contract and return them to DPAC. When DPAC receives the four 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.

During this time, an Agreement Summary (STD 215) form will be completed between DPAC and RMB. DPAC will forward a copy of this form to the district contract manager to keep in their project file. The district contract manager does not need to sign or complete any part of this form.

The OCP Branch Chief requests to be copied on all communication between the district contract manager, DPAC, and RMB. 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 will require Caltrans legal review, which can take 30-90 days. OCP will facilitate this process if the grantee is proactive. All changes must be sent to OCP before DPAC sends the FTA for the grantee's signature.

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

3.08 "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 need to meet to set clear expectations and establish roles and responsibilities from the beginning. In addition to the grantee, it is strongly recommended that a representative from the grantee's accounting department attend. If applicable, the identified sub-recipient(s) 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

The contracts between a grantee and a consultant, or sub-consultant are referred to as "third party contracts."

In accordance with Title 49 Code of Federal Regulations (CFR), Part §18.36, all third party contracts containing State planning funds are required to be competitively bid and awarded. Refer to the Local Assistance Procedures Manual, Chapter 10 for additional guidance related to contract procurements. 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.

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.

If a grantee or a sub-recipient is going to hire a consultant to perform work during the project, then proper procurement procedures must be followed.

Grantees must provide the contract manager with a copy of their procurement procedures prior to initiating a competitive procurement. Grantees may use their agency's procurement procedures as long as they comply with 49 CFR, Part §18.36 and Local Assistance Procedures Manual, Chapter 10. In addition, work can only be contracted if it has been stated in the grantee's scope of work and project timeline. Grantees are fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant. Caltrans only enters into contract directly with the grantee; therefore, the grantee is responsible to ensure that all third parties adhere to the same provisions included in the contractual agreement between Caltrans and the grantee. The grantee should ensure that the contract between the grantee and the sub-recipient, consultant or sub-consultant include applicable provisions from the agreement with Caltrans.

All agreements and supporting documentation of third party contract procurements must be retained by the grantee. Third party contracts must be consistent with the approved contract with Caltrans. The grantee must provide copies of all subcontracts to the district contract manager to support expenses incurred.

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 mangers need to contact OCP for additional guidance.

4.04 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:

Quarter	*Reporting Period*	*Due to OCP*
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.

5 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. District contract mangers need to notify OCP when this occurs.

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 10-11	FY 11-12	FY 12-13
Environmental Justice and Community-Based Transportation Planning Grants	10% of total project cost. At least 7.5% must be cash and the rest may be in-kind.	10% of grant amount requested. At least 7.5% must be cash and the rest may be in-kind.	10% of grant amount requested. 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 Prompt Payment Act

According to California Government Code (GC) section 927, et seq., all district contract managers must comply with the State's *"Prompt Payment Act."* This law requires state agencies to pay properly submitted, undisputed invoices within 45 **calendar days** of **initial hard copy receipt**. If this requirement is not met, RMB will automatically calculate the appropriate late payment penalties as specified in GC section 927, et seq., and charge appropriate penalties to the **District**.

Of this 45 calendar days, district contract managers must review, process, and forward the invoice to RMB within 14 **calendar days** or submit an Invoice Dispute Notification through E-FIS (Electronic Resource Planning Financial Infrastructure). If an Invoice Dispute Notification is filed, the district contract manager must forward it to the grantee within 15 **working days** of district hard copy receipt of the invoice. See Section 5.11 for invoice disputes. If the invoice is approved within the 14 calendar days, the remaining 31 days are to process the invoice through RMB, the Division of Accounting (DOA), and the State Controller's Office—where checks are issued to the grantee. Further details on processing an invoice will be explained in Section 5.10.

5.04 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 hard 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 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 hard copy must be sent to the district contract manager. 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.

5.05 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 Section 5.11 for Invoice Disputes and Section 5.03 of the Prompt Payment Act.

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 E-FIS 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.

Once the invoice package has been reviewed and approved, the district contract manager can then process the invoice in E-FIS by following the steps in Section 5.10 of this handbook.

The district contract manager needs to file the invoice package, and track tasks completed and 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.

5.06 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 (refer to Section 5.08)
- 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

5.07 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

5.08 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).

5.09 Indirect Cost Allocation Plan

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 Caltrans Audits and Investigations **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.

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
Mail Station 2
P.O. Box 942874
Sacramento, CA 94274-0001

5.10 Processing an Invoice (District Contract Manager)

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

Completing a Receiving Record on E-FIS

1. Log into E-FIS (also known as AMS Advantage) through 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: http://onramp.dot.ca.gov/hq/finance/efis/pdf/EFIS_Comm/Enter_Receiving_Documents.pdf and in Appendix T.

3. The contract manager sends the **E-FIS receiving record** and **invoice** electronically to the following:
   - HQ's Resource Management Branch Contact
   - OCP grant manager
   - A representative from Caltrans' Division of Accounting for the respective vendor

   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/phones/printlist.htm
   - 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 E-FIS receiving record

- If a dispute occurred, the Invoice Dispute written record of communication and E-FIS Invoice Dispute printout (see Section 5.11, Invoice Disputes).

Instructions on processing an invoice receiving record via E-FIS can be found in Appendix T and at the online toolbox.

5.11 Invoice Disputes (District Contract Manager)

Should issues arise while reviewing an invoice, the district contract manager must complete the invoice dispute process. 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.

A district contract manager cannot dispute an invoice based on minor or technical deficiencies to avoid processing and paying the invoice specified within the Prompt Payment Act.

To properly dispute an invoice in E-FIS, please view how to "Dispute an Invoice – Enter an Invoice Dispute Notification (IDN)" at http://onramp.dot.ca.gov/hq/finance/efis/qrg_info/pdf/DisputeInvoice.pdf and in Appendix T.

The form that is created on E-FIS 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.

The district contract manager must work with the grantee to correct all errors prior to forwarding the invoice for payment. The district contract manager can process the invoice for payment once the grantee corrects the invoice.

These instructions are also in Appendix U and at the online toolbox.

5.12 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 on E-FIS. To access this information on E-FIS, 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.

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

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
2009/2010	February 28, 2012	April 28, 2012
2010/2011	February 28, 2013	April 28, 2013
2011/2012	February 28, 2014	April 28, 2014
2012/2013	February 28, 2015	April 28, 2015

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 indentified 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 E-FIS 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.

Appendix A

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 Transportation Planning Grant 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

Appendix B

GLOSSARY

360 Package: The compilation of the documents and forms that will be used for the grant contract. A 360 package includes an ADM Form 0360, STD Form 204, ADM Form 3043, scope of work, project timeline, and local resolution. Together, these documents make up a 360 package.

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 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.

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.

Enterprise Resource Planning Financial Infrastructure (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.

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

Appendix B

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.

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.

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 manger inputs the invoice into E-FIS 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.

Appendix B

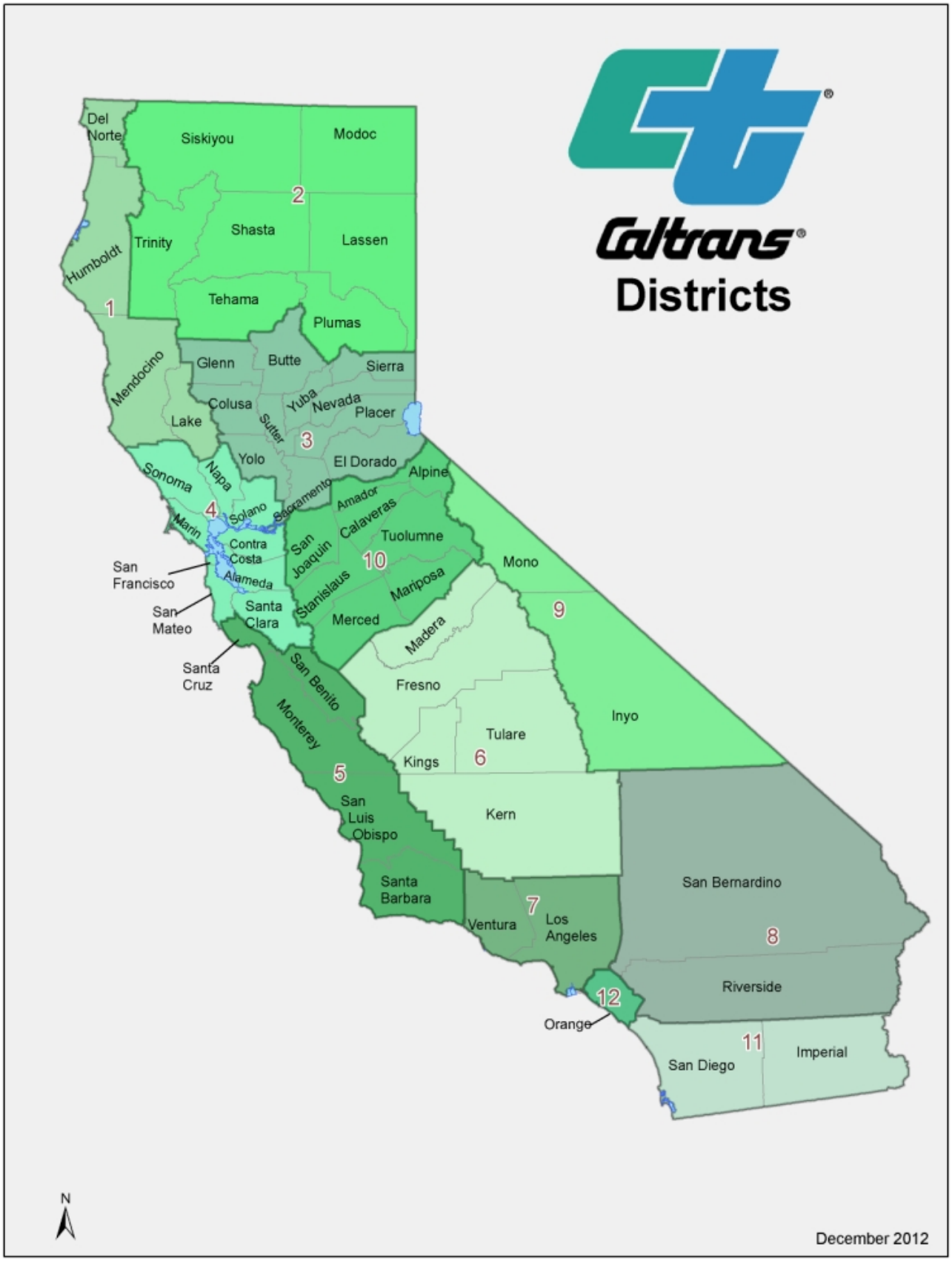
Scope of Work (SOW): A detailed description of all tasks and sub-tasks of the project. The SOW describes who will participate, who is responsible for task completion, and what will be the deliverables for each task.

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

CALTRANS DISTRICT BOUNDARIES MAP



Appendix D

MPO AND RTPA MAP

CALIFORNIA

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

AMBAG*	Association of Monterey Bay Governments
BCAG	Butte County Association of Governments
FCOG	Fresno Council of Governments
KCAG	Kings County Association of Governments
KCOG	Kern Council of Governments
MCAG	Merced County Association of Governments
MCTC	Madera County Transportation Commission
MTC**	Metropolitan Transportation Commission
SACOG†	Sacramento Area Council of Governments
SANDAG	San Diego Association of Governments
SJCOG	San Joaquin Council of Governments
SLOCOG	San Luis Obispo Council of Governments
SBCAG	Santa Barbara County Association of Governments
SCRTPA	Shasta County Regional Transportation Planning Agency
SCAG††	Southern California Association of Governments
StanCOG	Stanislaus Council of Governments
TCAG	Tulare County Association of Governments
TMPO	Tahoe Metropolitan Planning Organization

*AMBAG includes SCCRTC, TAMC and SBtCOG. All retain RTPA status.
**MTC covers a nine county region.
†SACOG is the RTPA for Sacramento, Sutter, Yolo, and Yuba Counties. It is the MPO for the federally designated ozone non-attainment area in Sacramento, Yolo, Yuba, Sutter, Placer, and El Dorado Counties. Placer and El Dorado Counties retain RTPA status up to the crest of the Sierra Nevada Mountains.
††SCAG covers six county regions that serve as County Transportation Commissions: ICTC, LAMTC, OCTA, RCTC, SANBAG, and VCTC.

Caltrans

California Department of Transportation
Division of Transportation Planning
April 2011

Appendix E

LOCAL RESOLUTION CHECKLIST

(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. Applications without the required local resolution will be at a competitive disadvantage.

The local resolution must:

- ☐ 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.
- ☐ Be signed by the governing board of the grant applicant.

Appendix E SAMPLE LOCAL RESOLUTION

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

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;

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

APPROVED AND PASSED this 4th day of February, 2012. 2

John Doe, Chair

3 **ATTEST:**

Eileen Wright, Executive Director

Appendix F

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 in Microsoft Word format (use template provided).
- ☐ List all tasks and subtasks using the same title as stated in the project timeline.
- ☐ Have task numbers in accurate and proper sequencing; consistent with the project timeline.
- ☐ List the responsible party for each task and subtask. (i.e. Is the work being performed by the applicant or consultant?)
- ☐ Have a thorough and accurate description of each task and subtask.
- ☐ 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 public participation and services to diverse communities.
- ☐ Does NOT include environmental, complex design, or engineering work.
- ☐ Include a task for quarterly reporting to Caltrans.
- ☐ List the project deliverable for each task in a table following each task.

Appendix F

SAMPLE SCOPE OF WORK

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 (funding source to be determined).

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. Minor changes to the scope of work may be necessary to integrate innovative outreach approaches suggested by the consulting firm. 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 stormwater 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 (at least quarterly but not more frequently than monthly), 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
1.1	*Meeting Notes*
1.2	*Monthly Meetings Notes*
1.3	*Executed Consultant Contract*
1.4	*Existing Conditions Report*

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 (or something comparable), 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	*PowerPoint Presentation, Workshop Summary, Photos*
2.2	*PowerPoint Presentation, Workshop Summary, Photos*
2.3	*PowerPoint Presentation, Workshop Summary, Photos*

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 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	*Sketches, illustrations*
3.2	*Sketches, illustrations*
3.3	*Draft Report*
3.4	*Funding Source Report*
3.5	*PowerPoint Presentation, Workshop Summary, Photos*
3.6	*Final Report*
3.7	*Meeting Notes*

4. Project Management & Administration

Task 4.1: Fiscal Administration

- 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
4.1	*Invoice Packages*
4.2	*Quarterly Reports*

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 in Microsoft Excel format **(use template provided)**.
- ☐ List all tasks and subtasks with the same title as stated in the scope of work.
- ☐ Have 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.
- ☐ List the responsible party for each task, consistent with the scope of work.
- ☐ Complete all budget columns:
  - ☐ Total Cost
  - ☐ Grant Amount (must be identified for each task)
  - ☐ Local Cash Match (must be identified for each task)
  - ☐ Local In-kind Match (if contributed)
- ☐ 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 the correct fiscal year and months in the heading of the timeframe.
- ☐ 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 2013).
- ☐ Have the timeframe extend all the way to the end of the contract period (Feb 2015).
- ☐ List the deliverable for each task as stated in the scope of work.

Appendix G

California Department of Transportation
Transportation Planning Grants
Fiscal Year 2012-2013

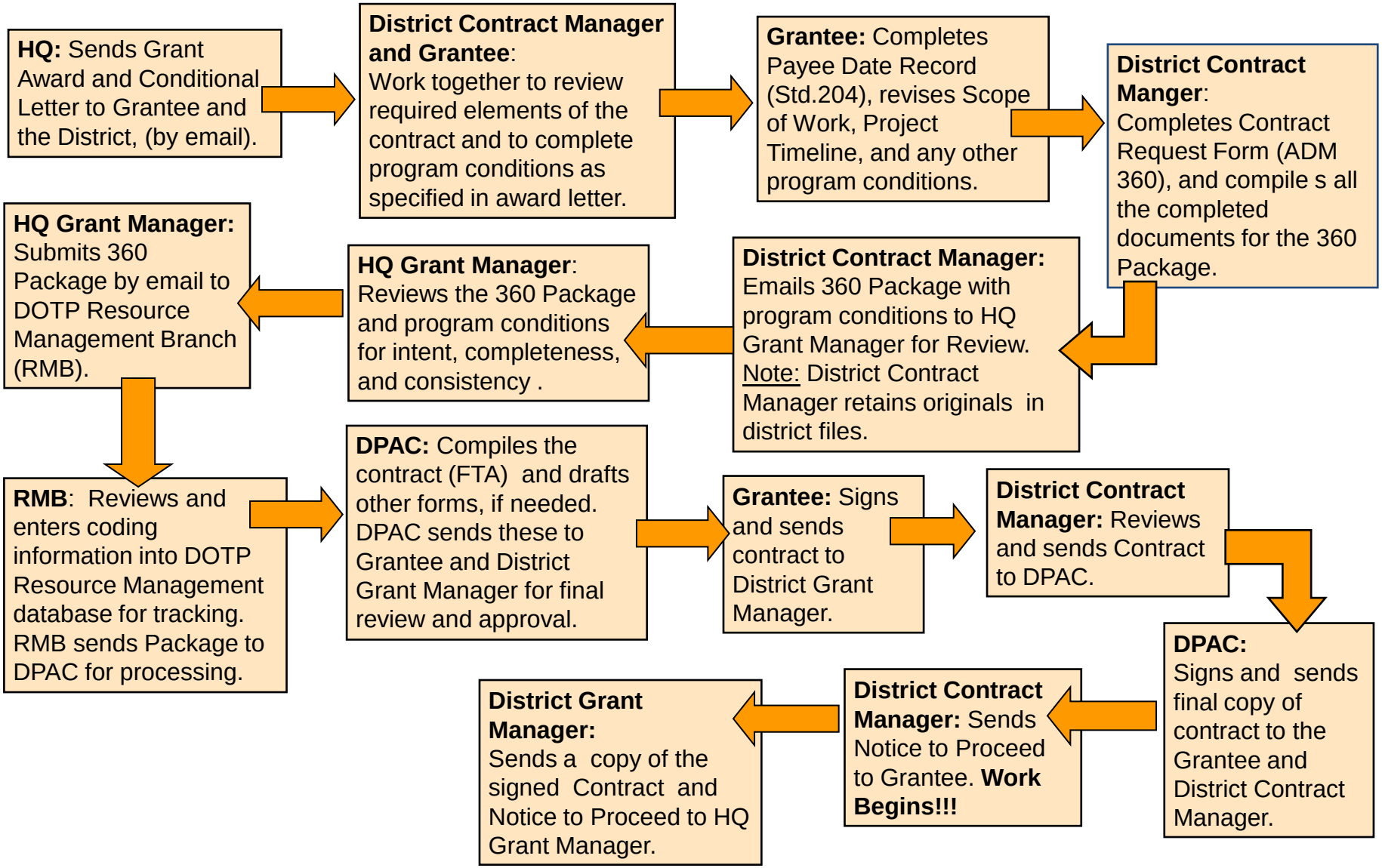
SAMPLE PROJECT TIMELINE

Project Title	City of Can Do Complete Street Plan						**Grantee**	The City of Can Do																													
		Fund Source					**Fiscal Year 2012/13**												**FY 2013/14**												**FY 2014/15**							
Task Number		**Responsible Party**	**Total Cost**	**Grant Amount**	**Local Cash Match**	**Local In-Kind Match**	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	**Deliverable**
1.0	***Project Initiation***																																						
1.1	Project Kick-off Meeting	The City	$538	$500	$38	$0																																	Meeting Notes
1.2	Staff Coordination	The City	$2,903	$2,700	$203	$0																																	Monthly Meeting Notes
1.3	RFP for Consultant Services	The City	$1,451	$1,350	$101	$0																																	Consultant Contract
1.4	Identify Existing Conditions	Consultant	$1,613	$1,500	$113	$0																																	Existing Conditions Report
2.0	***Public Outreach***																																						
2.1	Community Workshop #1	Consultant	$5,208	$4,500	$338	$370																																	PowerPoint Presentation, Workshop Summary, Photos
2.2	Community Workshop #2	Consultant	$7,143	$6,300	$473	$370																																	PowerPoint Presentation, Workshop Summary, Photos
2.3	Community Workshop #3	Consultant	$1,145	$720	$54	$371																																	PowerPoint Presentation, Workshop Summary, Photos
3.0	***Streetscape Plan***																																						
3.1	Develop Streetscape Concept	Consultant	$8,600	$8,000	$600	$0																																	Sketches,illustrations
3.2	Develop Conceptual Design Concept Alternatives	Consultant	$1,451	$1,350	$101	$0																																	Sketches, illustrations
3.3	Draft Complete Street Plan	Consultant	$8,600	$8,000	$600	$0																																	Draft report
3.4	Identify Potential Funding Sources	Consultant	$1,075	$1,000	$75	$0																																	Funding Source Report
3.5	Joint Planning/Parking and Safety/Bicycle Advisory Commission Meeting	The City/ Consultant	$774	$720	$54	$0																																	PowerPoint Presentation, Workshop Summary, Photos
3.6	Final Complete Street Plan	Consultant	$4,300	$4,000	$300	$0																																	Final Report
3.7	City Council Adoption	The City/ Consultant	$194	$180	$14	$0																																	Meeting Notes
4.0	***Project Management & Administration***																																						
4.1	Fiscal Administration	The City	$2,903	$2,700	$203	$0																																	Invoice Packages
4.2	Quarterly Reports	The City	$968	$900	$68	$0																																	Quarterly Reports
	TOTALS		$48,863	$44,420	$3,332	$1,111																																	

This sample timeline is for illustrative purposes only. Your scope of work and timeline will include different tasks, funding amounts, deliverables, etc. Make sure the project timeline is consistant with the scope of work.
Note: Each task must contain a grant amount and a local cash match amount. Local cash match must be proportionally distributed by the same percentage throughout each task. Local in-kind match needs to be indicated where in-kind services will be used. Please review the grant program section that you are applying to for details on local match requirements.

Appendix H

Grant Contracting Process Flow Chart



Appendix I SAMPLE SERVICE CONTRACT REQUEST (ADM Form 0360)

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.:

Project Title:

(Short description of the work to be performed)

DESIRED TERM OF CONTRACT

Start Date	End Date	Number of Working Days (Minor B Only)

NEW, RENEWAL, OR AMENDMENT (CHECK ONE ONLY)

- ☒ New Service
- ☐ Renewal - Prior Contract # _____
- ☐ Amendment - Original Contract # _____

DESIRED SOCIOECONOMIC PARTICIPATION

- ☒ No Goals
- ☐ State or State/Local Funds DVBE Goals _____ %
- ☐ Fed or Fed/State Funds DBE Goals _____ %
- ☐ Small Business Solicitation Invitation For Price Quote Process

COMPLETE YOUR ADM 0360 PACKAGE BY ATTACHING:

(See instructions for assistance)

- ☒ Scope of Work
- ☒ Timeline
- ☒ Board Resolution
- ☒ Payee Data Record STD 204
- ☒ Conflict of Interest ADM 3043
- ☐ Bid Sheet
- ☐ Prior Contract
- ☐ Original Contract
- ☐ Confidentiality of Information FM 65
- ☐ Selection Committee Members
- ☐ Selection Committee Nomination Memo
- ☐ Work Plan Justification
- ☐ IT Required Documents
- ☐ Approved No Goals Justification
- ☐ Emergency Contract Documents
- ☐ Minor B Contract Documents
- ☐ 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	Budget Item	Fund Chapter	Statute	Cap Outlay Funds	Fund Source Percentages
	SHA	2660-102-0042T	33		Yes ☐ No ☒	Fed % State 100 % Local % Other

APPROVALS

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

Appendix I 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)

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.

Appendix J

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	**E-MAIL ADDRESS**
MAILING ADDRESS	**BUSINESS ADDRESS**
CITY, STATE, ZIP CODE	**CITY, STATE, ZIP CODE**

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ___ - _____

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:

- ☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ **LEGAL** (e.g., attorney services)
- ☐ **EXEMPT** (nonprofit)
- ☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:** ___ - __ - ____

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY STATUS

☐ California resident - Qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.

- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		**TITLE**
SIGNATURE	**DATE**	**TELEPHONE** ( )

6

Please return completed form to:

Department/Office: _____

Unit/Section: _____

Mailing Address: _____

City/State/Zip: _____

Telephone: (___) _____ **Fax:** (___) _____

E-mail Address: _____

Appendix J

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

1	**Requirement to Complete Payee Data Record, STD. 204** 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. 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.
2	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.
3	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). 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).
4	**Are you a California resident or nonresident?** 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. 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. 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. 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. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: 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	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	Privacy Statement 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. 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. 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. All questions should be referred to the requesting State agency listed on the bottom front of this form.

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.

Appendix L

SAMPLE FUND TRANSFER AGREEMENT

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), IS ENTERED INTO EFFECTIVE ON (date), between the State of California, acting by and through its Department of Transportation, referred to herein as **DEPARTMENT**, and the (**AGENCY NAME**), hereinafter referred to as **AGENCY**.

RECITALS

100 %State funded FTA

1. Under this FTA, the **DEPARTMENT** is conveying State grant funds to **AGENCY**, pursuant to Budget Act Line Item 2660-102-0042(c), who will conduct transportation studies and planning within the regional area under the jurisdiction of **AGENCY**.

2. **AGENCY** has agreed to implement (enter Project name here), hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work, Schedule and Costs) is attached hereto as **Attachment III**.

3. The resolution authorizing **AGENCY** to execute this FTA pertaining to above described Project is attached hereto as **Attachment II**.

4. All services performed by **AGENCY** pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and **AGENCY** laws, ordinances, regulations, and **DEPARTMENT'S** published manuals, policies, and procedures, except that AGENCY laws, ordinances, or regulations may not be inconsistent with Federal and State laws, regulations, manuals, policies and procedures.

5. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
XXXXXX	XXXXXX	XXXXXX

6. This FTA is exempt from legal review and approval by the Department of General Services, because, as provided in Budget Act Line Item 2660-102-0042(c), it comprises a grant of State funds and is thus exempt from the provisions of the Public Contract Code pursuant to several opinions of the California Attorney General, including 58 Ops. AG 586 (1974), 63 Ops AG 290 (1980), and 74 Ops AG 10 (1991).

SECTION I

AGENCY AGREES:

1. To timely and satisfactorily complete all Project Work described in **Attachment III**.
2. **AGENCY** will attend a kickoff meeting with the **DEPARTMENT** to be scheduled within one (1) week from receipt of notice to proceed by the Caltrans' Contract Manager.

SECTION II

IT IS MUTUALLY AGREED:

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

1. Notification of Parties

a. **AGENCY's** Project Manager is (NAME & PHONE NUMBER)

b. **DEPARTMENT's** 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 (REAL NAME)
Attention: (PROGRAM MANAGER)
(PROGRAM MANAGER TITLE)
AGENCY STREET ADDRESS
CITY, STATE, ZIP

California Department of Transportation
(DISTRICT/DIVISION)
Attention: (CONTRACT MANAGER)
STREET ADDRESS
CITY, STATE, ZIP

2. Period of Performance

Reimbursable work under this FTA shall begin no earlier than on (DATE), contingent upon approval of this FTA by **DEPARTMENT**, and will terminate on (EXPIRATION DATE).

3. Changes in Terms/Amendment

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

4. Termination

a. The Department may terminate this FTA for convenience by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination or immediately for cause in the event of material breach.

b. In the event of termination for convenience, the Department will reimburse AGENCY for all allowable, authorized costs up to the date of termination.

5. Cost Limitation

a. The total amount reimbursable to **AGENCY** pursuant to this FTA by **DEPARTMENT** shall not exceed $X,XXX.XX.

b. It is agreed and understood that this FTA fund limit is an estimate and that **DEPARTMENT** will only reimburse the cost of services actually rendered as

authorized by the **DEPARTMENT** Contract Manager at or below that fund limitation established hereinabove.

6. Payment and Invoicing

a. The method of payment for this FTA will be based on actual allowable costs. **DEPARTMENT** 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 as set forth in section 9.d, below. The total cost shall not exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment III** without an amendment to this Agreement, as agreed between **DEPARTMENT** 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 Effective Date of this FTA and before the Termination 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 contractors, its subcontractors, and/or its sub recipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

d. **AGENCY** shall submit invoices to **DEPARTMENT** at least quarterly but no more frequently than monthly in arrears for completion of Milestones in accordance with the schedule in **Attachment III** to the satisfaction of the Caltrans Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
(District-Division)
Attention: (Contract Manager)
[Contract Manager's address – (Two Lines)]

e. Invoices shall include the following information:

1. Names of the **AGENCY** personnel performing work
2. Dates and times of service
3. Locations of service (**AGENCY** - address)
4. Itemized costs as set forth in **Attachment III**, 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 **DEPARTMENT's** 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 Agreement for material breach per Section 4, above.

g. **DEPARTMENT** will reimburse **AGENCY** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **DEPARTMENT** fiscal procedures permit upon receipt of an itemized signed invoice.

7. Reports

a. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.

b. Refer to Section II.22, below, regarding the Project Closeout Report.

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 start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA by prior executed SB 2800 FTA for Local Match Fund Credit.

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 III** or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **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 contractor, subcontractor, or sub-grantee 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 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **AGENCY** to **DEPARTMENT**. Should **AGENCY** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **DEPARTMENT** is authorized to intercept and withhold future payments due **AGENCY** from **DEPARTMENT** 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 **DEPARTMENT** an Indirect Cost Allocation Plan and Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. <u>Americans with Disabilities Act</u>

By signing this FTA, **AGENCY** assures **DEPARTMENT** 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. <u>Indemnification</u>

Neither **DEPARTMENT** 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 Agreement. It is understood and agreed that **AGENCY**, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless **DEPARTMENT** 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 Agreement.

12. <u>Non-Discrimination</u>

a. During the performance of this FTA, **AGENCY** and all of its subcontractors and its sub-recipients, 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 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 Government Code 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. <u>Funding Requirements</u>

a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.

b. This FTA is valid and enforceable only if sufficient funds are made available to **DEPARTMENT** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this FTA in any manner.

c. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.

d. **DEPARTMENT** has the option to terminate this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, the **DEPARTMENT** Contract Manager may reimburse allowable **AGENCY** costs in accordance with the provisions of Article 4 of this Section III.

14. <u>Audits and Records Retention</u>

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 **DEPARTMENT**, 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 **DEPARTMENT** or its agents. In conducting an audit of the

costs and match credits claimed under this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **AGENCY** pursuant to the provisions of federal and State 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 **DEPARTMENT** when planning and conducting additional audits.

b. For the purpose of determining compliance with applicable State and federal law in connection with the performance of **AGENCY's** contracts with third parties pursuant to Government Code section 8546.7, **AGENCY**, **AGENCY's** contractors, subcontractors, and sub-recipients and **DEPARTMENT** 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 years from the date of final payment to **AGENCY** under this FTA. **DEPARTMENT**, the California State Auditor, or any duly authorized representative of **DEPARTMENT** 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 contractors, subcontractors, and sub-recipients 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 **DEPARTMENT**, 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.

15. **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 **DEPARTMENT** Contract Officer, who may consider any written or verbal evid**ence submitt**ed by **AGENCY**. The decision of the **DEPARTMENT's** Contract Officer shall be the **DEPARTMENT's** final decision regarding the dispute.

b. Neither the pendency of a dispute nor its consideration by the **DEPARTMENT'S** Contract Officer will excuse **AGENCY** from full and timely performance in accordance with the terms of the FTA.

16. 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 **DEPARTMENT's** Contract Manager unless expressly included (sub-recipient identified) in **Attachment III** 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.

a. 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** contractors/subcontractors.

c. The **DEPARTMENT** does not have a contractual relationship with the +**AGENCY'S** contractor's/subcontractors and the **AGENCY** shall be fully responsible for all work performed by its contractor's/subcontractors.

d. Prior authorization in writing by the **DEPARTMENT** 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.

e. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Subsection 16. Copies of all agreements with sub-recipients, contractors and subcontractors must be submitted to the Caltrans' Contract Manager.

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.6.c, supra.

17. <u>Disabled Veterans Business Enterprise</u>

a. Should Military and Veterans Code sections 999 *et seq*. be applicable to **AGENCY**, **AGENCY** shall meet the 3% Disabled Veterans Business Enterprises goals (or **AGENCY's** applicable higher goals) in the award of every contract for Project work to be performed under this FTA.

b. **AGENCY** shall have the sole duty and authority under this FTA and each amendment to determine whether these referenced DVBE code sections are applicable to **AGENCY** and, if so, whether participation asserted by those Contractors of **AGENCY** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

18. <u>Drug-Free Workplace Certification</u>

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 (Government Code 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 Government Code section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code 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 Government Code 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 **DEPARTMENT** 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.

19. <u>Relationship of Parties</u>

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.

20. <u>State-Owned Data</u>

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 **DEPARTMENT** 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 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. To use the State-owned data only for State purposes under this FTA.

c. 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

21. <u>Project Close Out</u>

a. 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 Closeout Report and final invoice to **DEPARTMENT** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

b. **DEPARTMENT** reserves the right to withhold final payment to **AGENCY** pending receipt of final deliverable(s) by the **DEPARTMENT's** Contract Manager.

c. **AGENCY** will provide five (5) copies and one (1) electronic version of the Project Close-Out report to the **DEPARTMENT's** 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, Schedule, and Costs

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

By: _____

Title: Contract Officer

Date: _____

AGENCY NAME

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Appendix L

SAMPLE FUND TRANSFER AGREEMENT

USE THIS FTA FOR NATIVE AMERICAN TRIBAL GOVERNMENT FUND TRANSFER AGREEMENT

FUND TRANSFER AGREEMENT

THIS FUND TRANSFER AGREEMENT (FTA), IS ENTERED INTO EFFECTIVE ON (date), between the State of California, acting by and through its Department of Transportation, referred to herein as **DEPARTMENT**, and the (**TRIBE NAME**), hereinafter referred to as **TRIBE**.

RECITALS

100 %State funded FTA

1. Under this FTA, the **DEPARTMENT** is conveying State grant funds to **TRIBE**, pursuant to Budget Act Line Item 2660-102-0042(c), who will conduct transportation studies and planning within the regional area under the jurisdiction of **TRIBE**.

2. **TRIBE** has agreed to implement (enter Project name here), hereinafter the Project, subject to the terms and conditions of this FTA. The Project Description (Scope of Work, Schedule and Costs) is attached hereto as **Attachment II**.

3. The resolution authorizing **TRIBE** to execute this FTA pertaining to above described Project is attached hereto as **Attachment I**.

4. All services performed by **TRIBE** pursuant to this FTA are intended to be performed in accordance with all applicable Federal, State, and **TRIBE** laws, ordinances, regulations, and **DEPARTMENT'S** published manuals, policies, and procedures, except that TRIBE laws, ordinances, or regulations may not be inconsistent with Federal and State laws, regulations, manuals, policies and procedures.

5. Project funding is as follows:

FUND TITLE	FUND SOURCE	DOLLAR AMOUNT
XXXXXX	XXXXXX	XXXXXX

6. This FTA is exempt from legal review and approval by the Department of General Services, because, as provided in Budget Act Line Item 2660-102-0042(c), it comprises a grant of State funds and is thus exempt from the provisions of the Public Contract Code pursuant to several opinions of the California Attorney General, including 58 Ops. AG 586 (1974), 63 Ops AG 290 (1980), and 74 Ops AG 10 (1991).

SECTION I

TRIBE AGREES:

1. To timely and satisfactorily complete all Project Work described in **Attachment II**.

2. **TRIBE** will attend a kickoff meeting with the **DEPARTMENT** to be scheduled within one (1) week from receipt of notice to proceed by the Caltrans' Contract Manager.

SECTION II

IT IS MUTUALLY AGREED:

In consideration of the foregoing and the mutual promises of the parties hereto, **TRIBE** and **DEPARTMENT** agree as follows:

1. Notification of Parties

a. **TRIBE's** Project Manager is (NAME & PHONE NUMBER)

b. **DEPARTMENT's** 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:

(TRIBE (REAL NAME)
Attention: (PROGRAM MANAGER)
(PROGRAM MANAGER TITLE)
TRIBE STREET ADDRESS
CITY, STATE, ZIP

California Department of Transportation
(DISTRICT/DIVISION)
Attention: (CONTRACT MANAGER)
STREET ADDRESS
CITY, STATE, ZIP

2. Period of Performance

Reimbursable work under this FTA shall begin no earlier than on (DATE), contingent upon approval of this FTA by **DEPARTMENT**, and will terminate on (EXPIRATION DATE).

3. Changes in Terms/Amendment

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

4. Termination

a. The Department may terminate this FTA for convenience by giving written notice to the other party at least thirty (30) days in advance of the effective date of such termination or immediately for cause in the event of material breach.

b. In the event of termination for convenience, the Department will reimburse TRIBE for all allowable, authorized costs up to the date of termination.

5. Cost Limitation

a. The total amount reimbursable to **TRIBE** pursuant to this FTA by **DEPARTMENT** shall not exceed $X,XXX.XX.

b. It is agreed and understood that this FTA fund limit is an estimate and that **DEPARTMENT** will only reimburse the cost of services actually rendered as authorized by the **DEPARTMENT** Contract Manager at or below that fund limitation established hereinabove.

6. <u>Payment and Invoicing</u>

a. The method of payment for this FTA will be based on actual allowable costs. **DEPARTMENT** will reimburse **TRIBE** for expended actual allowable direct costs and including, but not limited to labor costs, travel, and contracted consultant services costs incurred by **TRIBE** in performance of the Project work. Indirect costs are reimbursable only if the **TRIBE** has an approved indirect cost allocation plan as set forth in section 9.d, below. The total cost shall not exceed the cost reimbursement limitation set forth in 5.a, above. Actual costs shall not exceed the estimated wage rates, labor costs, travel and other estimated costs and fees set forth in **Attachment III** without an amendment to this Agreement, as agreed between **DEPARTMENT** and **TRIBE.**

b. Reimbursement of **TRIBE** expenditures will be authorized only for those allowable costs actually incurred by **TRIBE** in the performance of the Project work. **TRIBE** must not only have incurred the expenditures on or after the Effective Date of this FTA and before the Termination 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 **TRIBE**, its contractors, its subcontractors, and/or its sub recipients, at the time and location required as specified in the California Department of Transportation's Travel Guide Exception Process.

d. **TRIBE** shall submit invoices to **DEPARTMENT** at least quarterly but no more frequently than monthly in arrears for completion of Milestones in accordance with the schedule in **Attachment III** to the satisfaction of the Caltrans Contract Manager. Invoices shall reference this FTA Number and shall be signed and submitted to the Contract Manager at the following address:

California Department of Transportation
(District-Division)
Attention: (Contract Manager)
[Contract Manager's address – (Two Lines)]

e. Invoices shall include the following information:

1. Names of the **TRIBE** personnel performing work
2. Dates and times of service
3. Locations of service (**TRIBE** - address)
4. Itemized costs as set forth in **Attachment III**, 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. **TRIBE** shall submit written progress reports with each set of invoices to allow the **DEPARTMENT's** Contract Manager to determine if **TRIBE** 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 **TRIBE** unapproved for correction. Failure to submit invoices on a timely basis may be grounds for termination of this Agreement for material breach per Section 4, above.

g. **DEPARTMENT** will reimburse **TRIBE** for all allowable Project costs at least quarterly but no more frequently than monthly in arrears as promptly as **DEPARTMENT** fiscal procedures permit upon receipt of an itemized signed invoice.

7. Reports

a. Any document or written report prepared as a requirement of this FTA shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of those documents or reports.

b. Refer to Section II.22, below, regarding the Project Closeout Report.

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 start date and prior to the termination date of this FTA, unless expressly permitted as local match expenditures made prior to the effective date of this FTA by prior executed SB 2800 FTA for Local Match Fund Credit.

b. **TRIBE** 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 III** or the amount, if any described in an executed SB 2800 (Streets and Highways Code section 164.53) agreement for local match fund credit, whichever is greater. **TRIBE** 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. **TRIBE** 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. **TRIBE** 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 contractor, subcontractor, or sub-grantee 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 **TRIBE** has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 225, 48 CFR, Chapter 1, Part 31 or 49 CFR, Part 18, are subject to repayment by **TRIBE** to **DEPARTMENT**. Should **TRIBE** fail to reimburse moneys due **DEPARTMENT** within thirty (30) days of discovery or demand, or within such other period as may be agreed in writing between the Parties hereto, **DEPARTMENT** is authorized to intercept and withhold future payments due **TRIBE** from **DEPARTMENT** or any third-party source, including, but not limited to, the State Treasurer, the State Controller or any other fund source.

d. Prior to **TRIBE** seeking reimbursement of indirect costs, **TRIBE** must prepare and submit annually to **DEPARTMENT** an Indirect Cost Allocation Plan and Indirect Cost Rate Proposal in accordance with 2 CFR, Part 225 and Local Assistance Procedures Manual (LPP 04-10).

10. <u>Americans with Disabilities Act</u>

By signing this FTA, **TRIBE** assures **DEPARTMENT** 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. <u>Indemnification</u>

Neither **DEPARTMENT** 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 **TRIBE**, its officers, employees, agents or its subcontractors under or in connection with any work, authority or jurisdiction conferred upon **TRIBE** under this Agreement. It is understood and agreed that **TRIBE**, its officers, employees, agents, or subcontractors shall fully defend, indemnify and save harmless **DEPARTMENT** 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 **TRIBE**, its officers, employees, agents or subcontractors under this Agreement.

12. <u>Non-Discrimination</u>

a. During the performance of this FTA, **TRIBE** and all of its subcontractors and its sub-recipients, 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. **TRIBE**, 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. **TRIBE**, its subcontractors and sub-recipients shall comply with the provisions of the Fair Employment and Housing Act (Government Code 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 Government Code 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. **TRIBE**, 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. **TRIBE** shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this FTA.

13. <u>Funding Requirements</u>

a. It is mutually understood between the parties that this FTA may have been written for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the FTA was executed only after ascertaining the availability of a congressional or legislative appropriation of funds.

b. This FTA is valid and enforceable only if sufficient funds are made available to **DEPARTMENT** by the United States Government and/or the California State Legislature for the purpose of this Project. In addition, this FTA is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this FTA in any manner.

c. It is mutually agreed that if the State Legislature does not appropriate sufficient funds for the program and Project, this FTA shall be amended to reflect any reduction in funds.

d. **DEPARTMENT** has the option to terminate this FTA under the thirty (30) day termination clause or to amend this FTA to reflect any reduction of funds. In the event of an unscheduled termination, the **DEPARTMENT** Contract Manager may reimburse allowable **TRIBE** costs in accordance with the provisions of Article 4 of this Section III.

14. <u>Audits and Records Retention</u>

a. **TRIBE**, 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 **TRIBE**, 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 **TRIBE**, 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

TRIBE and shall be held open to inspection, copying, and audit by representatives of **DEPARTMENT**, the California State Auditor, and auditors representing the federal government. Copies thereof will be furnished by **TRIBE**, its contractors, its subcontractors and sub-recipients upon receipt of any request made by **DEPARTMENT** or its agents. In conducting an audit of the costs and match credits claimed under this FTA, **DEPARTMENT** will rely to the maximum extent possible on any prior audit of **TRIBE** pursuant to the provisions of federal and State law. In the absence of such an audit, any acceptable audit work performed by **TRIBE's** external and internal auditors may be relied upon and used by **DEPARTMENT** when planning and conducting additional audits.

b. For the purpose of determining compliance with applicable State and federal law in connection with the performance of **TRIBE's** contracts with third parties pursuant to Government Code section 8546.7, **TRIBE**, **TRIBE's** contractors, subcontractors, and sub-recipients and **DEPARTMENT** 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 years from the date of final payment to **TRIBE** under this FTA. **DEPARTMENT**, the California State Auditor, or any duly authorized representative of **DEPARTMENT** 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 **TRIBE** shall furnish copies thereof if requested.

c. **TRIBE**, its contractors, subcontractors, and sub-recipients 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 TRIBE of the State of California designated by **DEPARTMENT**, 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 TRIBE has an adequate financial management system in place to accumulate and segregate reasonable, allowable and allocable costs.

15. <u>Disputes</u>

a. Any dispute concerning a question of fact arising under this FTA that is not disposed of by agreement shall be decided by the **DEPARTMENT** Contract Officer, who may consider any written or verbal evid**ence submitt**ed by **TRIBE**. The decision of the **DEPARTMENT's** Contract Officer shall be the **DEPARTMENT's** final decision regarding the dispute.

b. Neither the pendency of a dispute nor its consideration by the **DEPARTMENT'S** Contract Officer will excuse **TRIBE** from full and timely performance in accordance with the terms of the FTA.

c. For enforcement of FTA related duties and obligations of **TRIBE** and any determination of rights as between the parties in the Superior Court of California for the County of Sacramento, or any other state or federal court of competent jurisdiction, **TRIBE** expressly consents to be sued therein and makes this limited waiver of sovereign immunity so that DEPARTMENT may exercise and enforce its

rights under the terms of this FTA and to enforce DEPARTMENT's rights in law and equity and to recover damages or relief incident to **TRIBE's** breach of any duty or obligation of **TRIBE** arising under FTA. In the event of intervention by any additional party into any such action without the consent of **TRIBE**, the **TRIBE's** limited waiver provided for herein may be revoked, unless joinder is required to preserve the court's jurisdiction; provided, however, that nothing herein shall be construed to constitute a waiver of the **TRIBE's** sovereign immunity in respect to any such third party.

16. <u>Third-Party Contracts</u>

a. **TRIBE** 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 **DEPARTMENT's** Contract Manager unless expressly included (sub-recipient identified) in **Attachment III** as part of the identified Project work.

b. TRIBE 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.

a. Any subcontract entered into as a result of this FTA shall contain all the provisions stipulated in this FTA to be applicable to **TRIBE's** contractors/subcontractors.

c. The **DEPARTMENT** does not have a contractual relationship with the **TRIBE's** contractor's/subcontractors and the **TRIBE** shall be fully responsible for all work performed by its contractor's/subcontractors.

d. Prior authorization in writing by the **DEPARTMENT** Contract Manager shall be required before **TRIBE** enters into any non-budgeted purchase order or sub-agreement for supplies, or consultant services. **TRIBE** shall provide an evaluation of the necessity or desirability of incurring such costs.

e. Any subagreement entered into as a result of this FTA shall contain all of the provisions of this Subsection 16. Copies of all agreements with sub-recipients, contractors and subcontractors must be submitted to the Caltrans' Contract Manager.

f. Any subcontract entered into by **TRIBE** 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.6.c, supra.

18. <u>Disabled Veterans Business Enterprise</u>

a. Should Military and Veterans Code sections 999 *et seq*. be applicable to **TRIBE**, **TRIBE** shall meet the 3% Disabled Veterans Business Enterprises goals (or **TRIBE's** applicable higher goals) in the award of every contract for Project work to be performed under this FTA.

b. **TRIBE** shall have the sole duty and authority under this FTA and each amendment to determine whether these referenced DVBE code sections are applicable to **TRIBE** and, if so, whether participation asserted by those Contractors of **TRIBE** were sufficient as outlined in Military and Veterans Code sections 999 et seq.

19. Drug-Free Workplace Certification

By signing this FTA, **TRIBE** hereby certifies under penalty of perjury under the laws of California that **TRIBE** will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 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 Government Code section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code 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 Government Code 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 **TRIBE** may be ineligible for the award of any future state contracts if **DEPARTMENT** determines that any of the following has occurred: (1) **TRIBE** has made a false certification or, (2) **TRIBE** violates the certification by failing to carry out the requirements as noted above.

20. 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.

21. State-Owned Data

a. **TRIBE** 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 **DEPARTMENT** 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 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 TRIBE Information Security Officer, and the TRIBE 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. To use the State-owned data only for State purposes under this FTA.

c. 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

22. <u>Project Close Out</u>

a. The FTA Expiration Date refers to the last date for **TRIBE** to incur valid Project costs or credits and is the date the FTA expires. **TRIBE** has sixty (60) days after that Expiration Date to make final allowable payments to Project contractors or vendors, submit the Project Closeout Report and final invoice to **DEPARTMENT** for reimbursement for allowable Project costs. Any unexpended Project funds not invoiced by that sixtieth (60th) day will be reverted and will no longer be accessible to reimburse late Project invoices.

b. **DEPARTMENT** reserves the right to withhold final payment to **TRIBE** pending receipt of final deliverable(s) by the **DEPARTMENT's** Contract Manager.

c. **TRIBE** will provide five (5) copies and one (1) electronic version of the Project Close-Out report to the **DEPARTMENT's** 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. **TRIBE** Resolution
II. Scope of Work, Schedule, and Costs

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

By: _____

Title: Contract Officer

Date: _____

TRIBE NAME

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Appendix M SAMPLE "NOTICE TO PROCEED" LETTER

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!

<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 February 1, 2012.

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 meeting 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

Appendix N

Sample EJ or CBTP Kick-Off Meeting Agenda

Date: Feb 9, 2012
Time: 9:30-11:00am
Location: City of Can Do Offices, Conference Room A
Attendees: Caltrans contract manager, grantee project manager, grantee accounting representative, sub-recipient(s) representative

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	Introductions
9:35- 9:40	• EJ and CBTP Grant Handbook o Provide grantee with a copy of the Handbook o Review district and grantee roles and responsibilities
9:40-9:55	• Review the entire FTA (contract), including the attached scope of work (SOW) and project timeline o *Review and get familiar with the intent, goals, and project deliverables* o *Review the dates that tasks will be completed and set completion milestones* • FTA amendments (SOW and project timeline) o *Amendments are NOT allowed on these grants* o *Grantees are held to completing every task on the project timeline/SOW by the contract termination date* o *Cost values are estimates, but actual value should be around the estimated amount – keep track!*
9:55-10:10	• Review procurement procedures o *Discuss the consultant procurement procedures and approach that will be used* o *Consultant procurement transactions must be conducted using a fair and competitive procurement process* o *Grantee is fully responsible for all work performed by its sub-recipient, consultant, or sub-consultant* o *All documentation of third party contract procurements must be retained and copies of all agreements must be submitted to Caltrans* • *Procurement procedures must comply with:* o *Code of Federal Regulations: 49 CFR, Part 18.36* o *Local Assistance Procedures Manual: Chapter 10*
10:10-10:20	• Review accounting requirements o *Grantees are required to maintain an accounting and record system that properly accumulates and segregates incurred project costs and matching funds by line item* o *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* o *The accounting system must comply with 49 Code of Federal Regulations (CFR), Part 18 and 2 CFR, Part 225*
10:20-10:40	• Review quarterly reports (QR) o *Discuss how the QR information will be shared over the span of the project*

Appendix N

	o *The quarterly reporting template on the toolbox is for district contract managers to complete, not the grantee* o *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* ▪ *Importance of constant communication* • *QR's are most efficient when done at the same time as an invoice (counts as invoice summary)*
10:40-10:50	• Review payment and invoicing requirements o *Submitted as milestones are completed* o *One time, lump sum invoices are not allowed* o *Review the invoice package and its requirements (cover letter, invoice, invoice summary, documentation of expenditures)* o *Review eligible and ineligible costs* o *Discuss invoice tracking* o *Discuss local match documentation (cash and in-kind)*
10:50- 10:55	• Discuss future meetings and events o *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*
10:55-11:00	• Questions

Sources:
EJ and CBTP Toolbox website: http://www.dot.ca.gov/hq/tpp/offices/ocp/ej_cbtp_toolbox.html

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

Todays 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.

Appendix O

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

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

Grant Summary Information

District:	1	**Quarterly Reporting Period:**	11/12	**Qtr:**	1
Contract #:		**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:

Funding Information

Invoice Number	Date	Total Amount Invoiced	Grant Amount	Cash Match	In-Kind Match
Invoice #1					
Invoice #2					
Invoice #3					

Grant Amount:		**Cash Match Amount:**		**In-kind Match Amount:**	
Amount Invoiced:	$ -	**Amount Invoiced:**	$ -	**Amount Invoiced:**	$ -
Current Balance:	$ -	**Current Balance:**	$ -	**Current Balance:**	$ -

Appendix P

THIRD PARTY IN-KIND VALUATION PLAN CHECKLIST

The third party in-kind valuation plan is an itemized breakdown by scope of work task and serves as documentation for the goods and/or services to be rendered. 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:

- ☐ 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 scope of work task of the total third party in-kind local match amount.
- ☐ Align with the appropriate scope of work tasks on the project timeline.
- ☐ Show the same total third party in-kind local match amount as stated on the grant application cover sheet.

Appendix P

Sample

Third Party In-Kind Valuation Plan

Task	Activity	Title	Hourly Rate	Hours	Estimated Cost
2	Public Outreach				
2.1	Community Workshop #1	Donated Workshop Conference Room	$50	4	$200
		Volunteer Workshop Facilitator	$43	4	$170
2.2	Community Workshop #2	Donated Workshop Conference Room	$50	4	$200
		Volunteer Workshop Facilitator	$43	4	$170
2.3	Community Workshop #3	Donated Workshop Conference Room	$50	4	$200
		Volunteer Workshop Facilitator	$43	4	$170
				Task 2 Total In-kind Match Amount:	**$1,111**

Name of the third party in-kind match provider:	CBO
How the third party in-kind match will be documented for accounting:	CBO will submit a statement for donated services rendered to the City of Can Do with the value of estimated cost for conference room rental and volunteer facilitator for each workshop.
Fair Market Value and Determination:	The dontated conference room rental rate is $50 per hour; this is a rate established by CBO. City of Can Do researched the cost for workshop facilitators and the average rate is $43.

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 2011/12 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 FY 10-11 Invoice

Agency Letterhead

This sample invoice is for FY 10-11. FY 10-11 grants take the required local match from the Total Grant Amount (ie. **Total Amount Invoiced**).

FY 2010-11 EJ or CBTP Grant

_____Grant Title_____

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

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

Invoice No.: 1
Invoice Date: 05/20/12
FTA Contract Number: 74A____
Dates of Service: 2/15/12 to 4/30/12

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

Fill in this column with the Total Amount that was charged per task (This number includes the grant amount and the local match).

Revise the formula to match the percentage of the Grant Amount based on the Total Amount as stated in the FTA and approved project timeline.

Ex. If the Grant Amount is 90% of the Total Amount, the formula should be:
=H13*0.9

Ex. If the Grant Amount is a full 85% of the Total Amount, the formula should be:
=H13*0.85

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 Cash Match that is stated in the FTA and the approved project timeline.

The cash match is a percentage taken from the Total Amount.

Ex. If the cash match is 7.5% of the Total Amount 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 1: 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 Total Amount, 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 2: 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. Make sure the Total Amount column accurately accounts for the in-kind match.

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**

Appendix Q

Sample FY 11-12 Invoice

Agency Letterhead

This sample invoice is for FY 11-12. FY 11-12 grants take the required local match from the Grant Amount Requested (ie. **Grant Amount Invoiced**).

FY 2011-12 EJ or CBTP Grant

_____Grant Title_____

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

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

Invoice No.: 1
Invoice Date: 05/20/12
FTA Contract Number: 74A____
Dates of Service: 2/15/12 to 4/30/12

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 Coridor 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 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.

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**

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 supposrt 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

Appendix R

INVOICE TRACKING SHEET

Invoice Tracking of Expenditures

FY 10-11

Grant Title: City of Can Do Planning Project
Grantee: City of Can Do
Contract Number: 74A___

Task	Task Title	Total Cost	Grant Amount	Cash Match	In-kind Match	% of Task Complete
1.1	Kick-Off Meeting w/ Caltrans	$500	$450	$37.50	$12.50	0%
1.2	RFP Process for Consultant	$3,500	$3,150	$262.50	$87.50	0%
1.3	Kick-Off Mtg w/ Consultant	$1,000	$900	$75.00	$25.00	0%
1.4	Identify Stakeholders	$1,000	$900	$75.00	$25.00	0%
2.1	Assemble Existing Traffic Data	$5,000	$4,500	$375.00	$125.00	0%
2.2	Assemble Existing Land Use Data	$5,000	$4,500	$375.00	$125.00	0%
2.3	Existing Conditions Report	$9,000	$8,100	$675.00	$225.00	0%
3.1	Develop Advertising Strategy	$2,200	$1,980	$165.00	$55.00	0%
3.2	Public Workshop- #1	$11,000	$9,900	$825.00	$275.00	0%
3.3	Data Collection and Analysis	$6,500	$5,850	$487.50	$162.50	0%
3.4	Develop Alternatives	$11,000	$9,900	$825.00	$275.00	0%
3.5	Develop Prelim Concept Drawings	$6,000	$5,400	$450.00	$150.00	0%
3.6	Public Workshop- #2	$11,000	$9,900	$825.00	$275.00	0%
3.7	Develop Cost Estimates	$5,000	$4,500	$375.00	$125.00	0%
3.8	Develop Implementation Strategy	$5,500	$4,950	$412.50	$137.50	0%
3.9	Draft Report	$2,000	$1,800	$150.00	$50.00	0%
4.1	Public Workshop- #3	$11,000	$9,900	$825.00	$275.00	0%
4.2	Revise Draft w/ comments	$8,000	$7,200	$600.00	$200.00	0%
4.3	Final Coridor Concept Drawings	$5,500	$4,950	$412.50	$137.50	0%
4.4	Final Report	$11,000	$9,900	$825.00	$275.00	0%
5.1	Plan Endorsement	$1,500	$1,350	$112.50	$37.50	0%
5.2	Public Open House	$2,200	$1,980	$165.00	$55.00	0%
5.3	City Council Meeting	$1,000	$900	$75.00	$25.00	0%
6.1	Monthly Staff Coordination	$11,000	$9,900	$825.00	$275.00	0%
6.2	Reporting of Milestones	$1,000	$900	$75.00	$25.00	0%
6.3	Fiscal Management	$11,000	$9,900	$825.00	$275.00	0%
			$0	$0.00	$0.00	#DIV/0!
			$0	$0.00	$0.00	#DIV/0!
			$0	$0.00	$0.00	#DIV/0!
			$0	$0.00	$0.00	#DIV/0!
			$0	$0.00	$0.00	#DIV/0!
	Project Totals:	$148,400	$133,560	$11,130.00	$3,710.00	
						Total Match:
	% out of Total Cost: -this is linked to Invoice Tab formulas		0.90	0.0750	0.0250	10.0%
					1.0000	

Invoice: #1 (Insert Date here)			Invoice: #2 (Insert Date here)			Invoice #3 (Insert Date here)			Invoice #4 (Insert Date here)		
Grant	**Cash**	**In-kind**	**Grant**	**Cash**	**In-Kind**	**Grant**	**Cash**	**In-Kind**	**Grant**	**Cash**	**In-Kind**
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Invoice 1 Total:			Invoice 2 Total:			Invoice 3 Total:			Invoice 4 Total:		
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Previous Amount Invoiced:			Previous Amount Invoiced:			Previous Amount Invoiced:			Previous Amount Invoiced:		
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Invoiced to Date:			Total Invoiced to Date:			Total Invoiced to Date:			Total Invoiced to Date:		
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Appendix R

INVOICE TRACKING SHEET

Invoice #5 (Insert Date here)			Invoice #6 (Insert Date here)			Invoice #7 (Insert Date here)			Invoice #8 (Insert Date here)		
Grant	Cash	In-Kind	Grant	Cash	In-Kind	Grant	Cash	In-Kind	Grant	Cash	In-Kind
Invoice 5 Total:			Invoice 6 Total:			Invoice 7 Total:					
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Previous Amount Invoiced:			Previous Amount Invoiced:			Previous Amount Invoiced:			Previous Amount Invoiced:		
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total Invoiced to Date:			Total Invoiced to Date:			Total Invoiced to Date:			Total Invoiced to Date:		
$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Total Amount Invoiced per Task:		
Grant	Cash	In-Kind
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
Total Invoiced to Date:		
$0.00	$0.00	$0.00
Percentage Invoiced to date:		
0%	0%	0%

Remaining per Task:		
Grant	Cash	In-Kind
$450.00	$37.50	$12.50
$3,150.00	$262.50	$87.50
$900.00	$75.00	$25.00
$900.00	$75.00	$25.00
$4,500.00	$375.00	$125.00
$4,500.00	$375.00	$125.00
$8,100.00	$675.00	$225.00
$1,980.00	$165.00	$55.00
$9,900.00	$825.00	$275.00
$5,850.00	$487.50	$162.50
$9,900.00	$825.00	$275.00
$5,400.00	$450.00	$150.00
$9,900.00	$825.00	$275.00
$4,500.00	$375.00	$125.00
$4,950.00	$412.50	$137.50
$1,800.00	$150.00	$50.00
$9,900.00	$825.00	$275.00
$7,200.00	$600.00	$200.00
$4,950.00	$412.50	$137.50
$9,900.00	$825.00	$275.00
$1,350.00	$112.50	$37.50
$1,980.00	$165.00	$55.00
$900.00	$75.00	$25.00
$9,900.00	$825.00	$275.00
$900.00	$75.00	$25.00
$9,900.00	$825.00	$275.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
$0.00	$0.00	$0.00
Total Balance Remaining:		
$133,560.00	$11,130.00	$3,710.00

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 and Project Timeline.
  - ☐ 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

The E-FIS Project

Riding a Wave Into the Future!

Creation of RC (Receiver) in Advantage

Caltrans
CALIFORNIA DEPARTMENT OF TRANSPORTATION

RC - Receiver

When Caltrans receive items or services, District/Division users responsible for creating and processing paper receiver records will now create an online record. These users should use the RCSRCH table to generate Receiver (RC) documents. The Receiver (RC) document represents an electronic record of the goods or services received.

Note: Receiver (RC) is equivalent to Receiving Record. It contains the expenditure coding information.

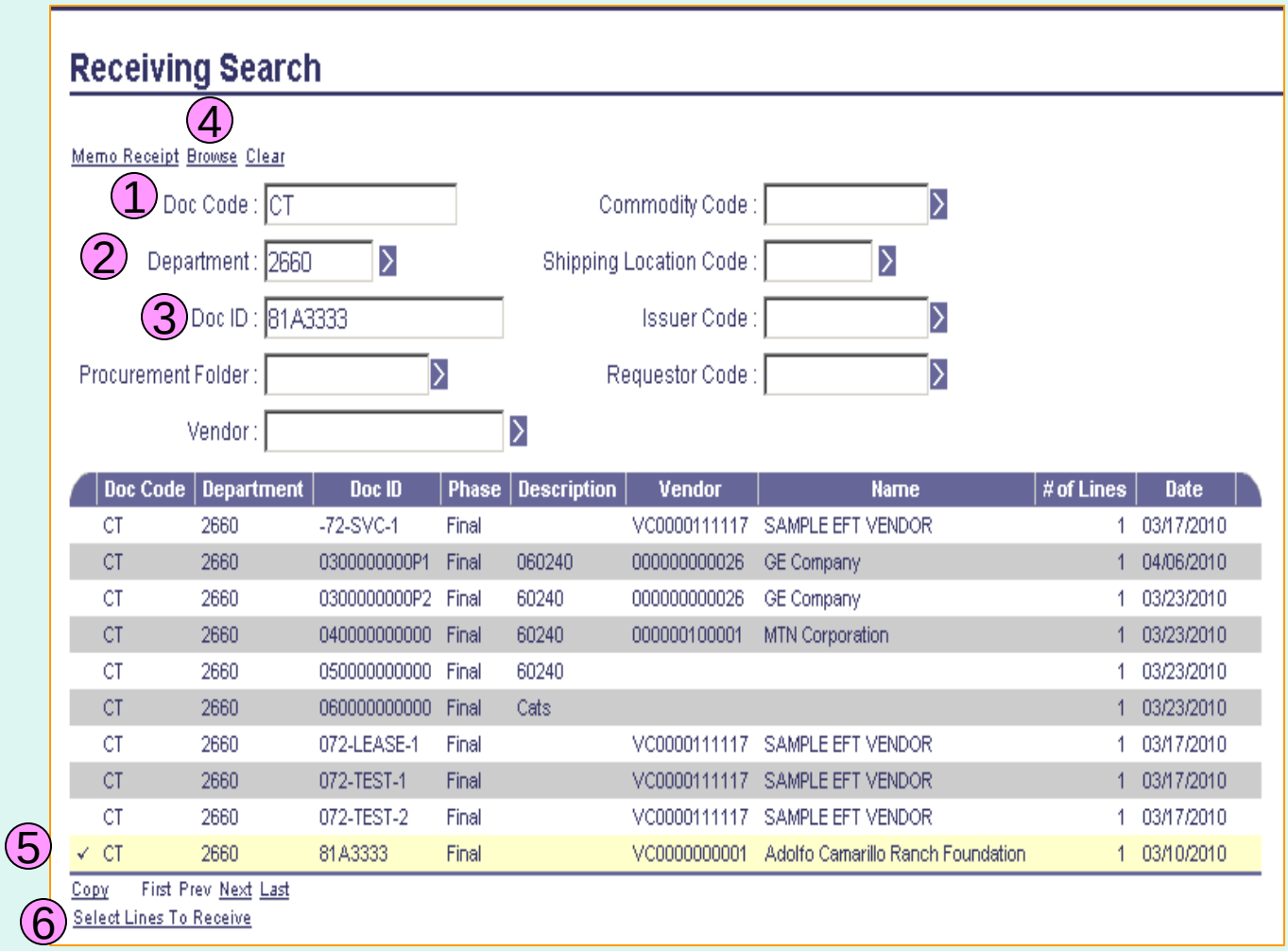
From the Secondary Navigation Panel:

1. Search
2. Page Search
3. Page Code: Type RCSRCH, enter
4. Browse or Enter
5. Select Receiving Search

Appendix T

Complete the following:

1. Doc Code : PO or CT
2. Department: 2660
3. Doc ID: (Enter if known, or leave blank)
4. Browse
5. Select the document you want to pay against
6. Select Lines to Receive

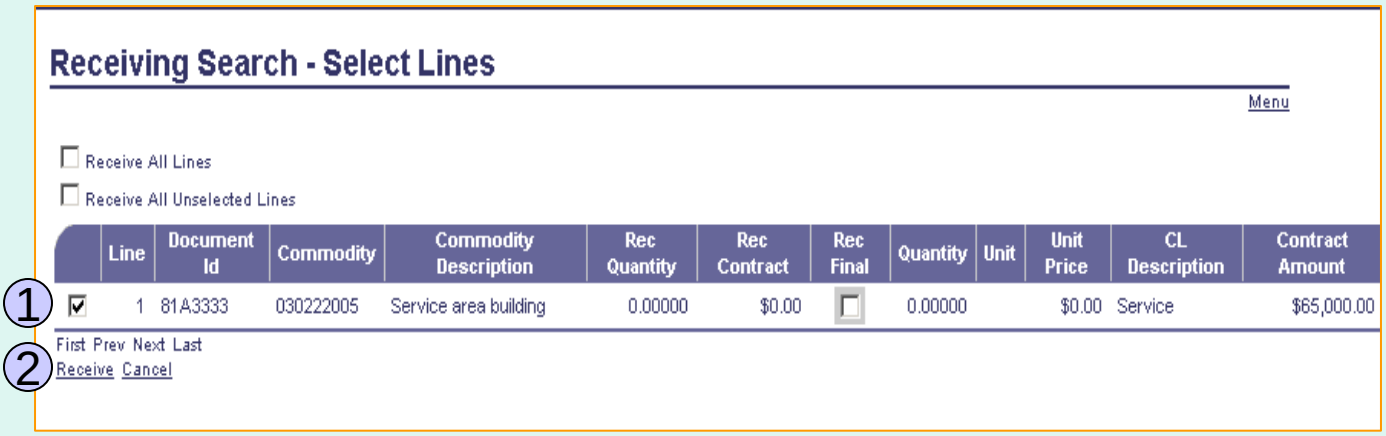


	Doc Code	Department	Doc ID	Phase	Description	Vendor	Name	# of Lines	Date
	CT	2660	-72-SVC-1	Final		VC0000111117	SAMPLE EFT VENDOR	1	03/17/2010
	CT	2660	0300000000P1	Final	060240	000000000026	GE Company	1	04/06/2010
	CT	2660	0300000000P2	Final	60240	000000000026	GE Company	1	03/23/2010
	CT	2660	040000000000	Final	60240	000000100001	MTN Corporation	1	03/23/2010
	CT	2660	050000000000	Final	60240			1	03/23/2010
	CT	2660	060000000000	Final	Cats			1	03/23/2010
	CT	2660	072-LEASE-1	Final		VC0000111117	SAMPLE EFT VENDOR	1	03/17/2010
	CT	2660	072-TEST-1	Final		VC0000111117	SAMPLE EFT VENDOR	1	03/17/2010
	CT	2660	072-TEST-2	Final		VC0000111117	SAMPLE EFT VENDOR	1	03/17/2010
✓	CT	2660	81A3333	Final		VC0000000001	Adolfo Camarillo Ranch Foundation	1	03/10/2010

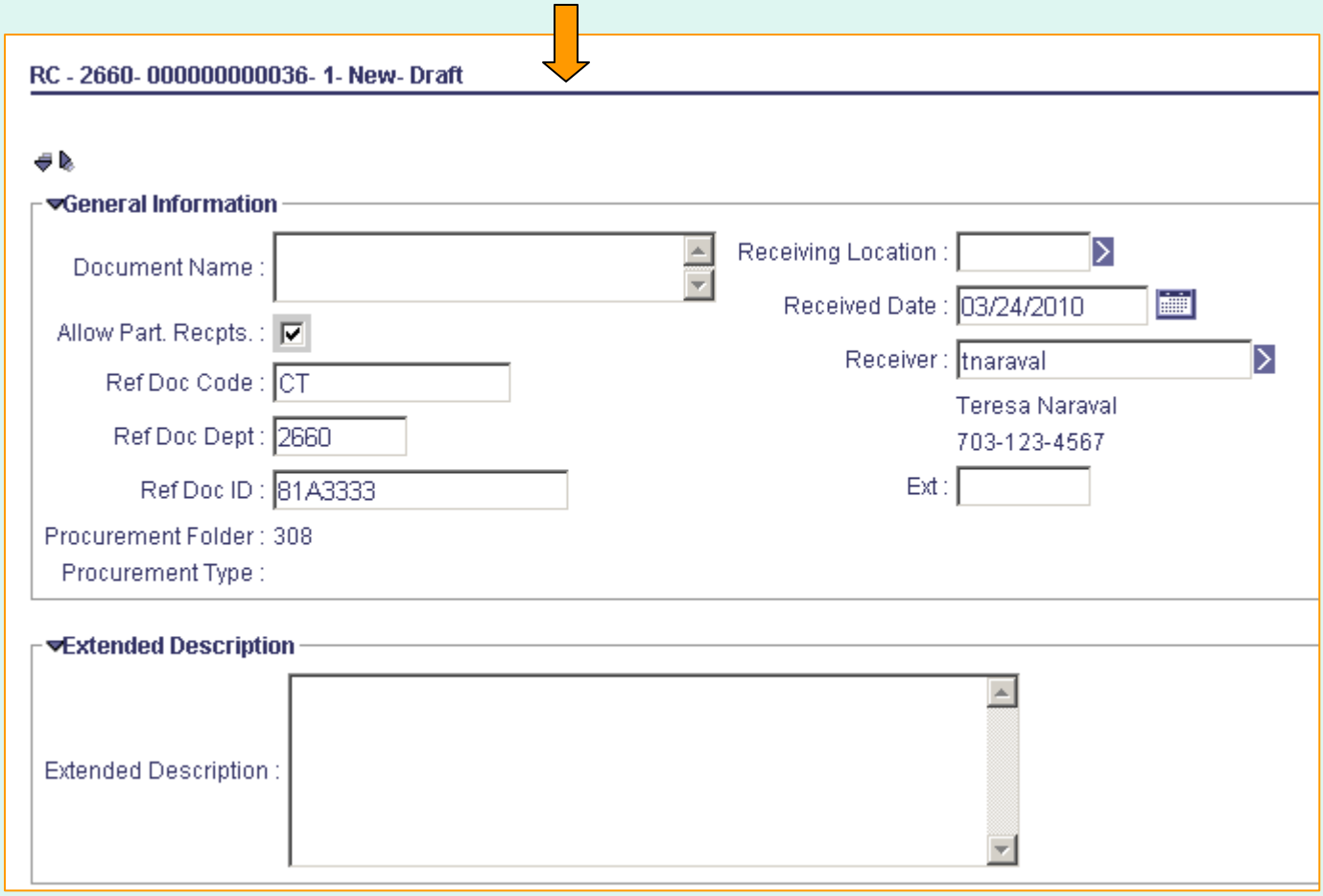
Appendix T

Receiving Search – Select Lines

1. Check Box on Results Grid
2. Select Receive



Next screen is the RC Document Header (with some fields already populated)

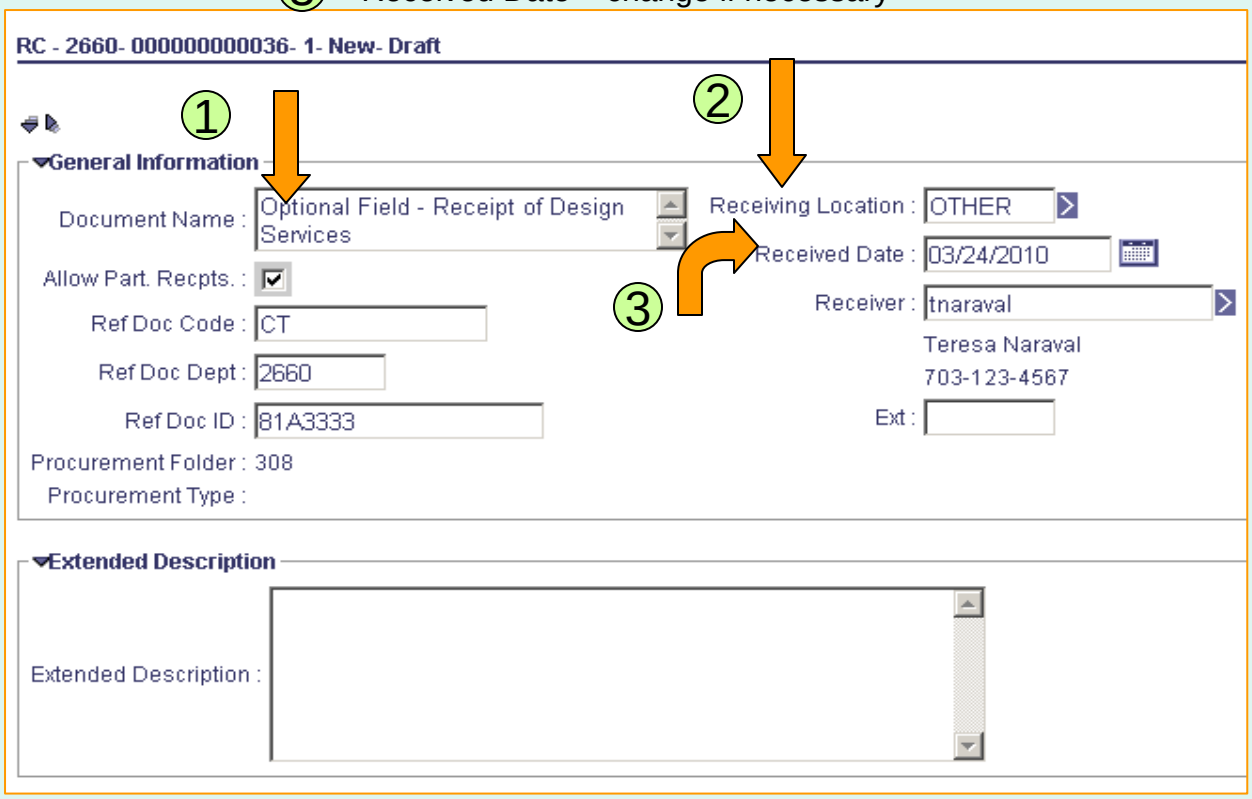


Appendix T

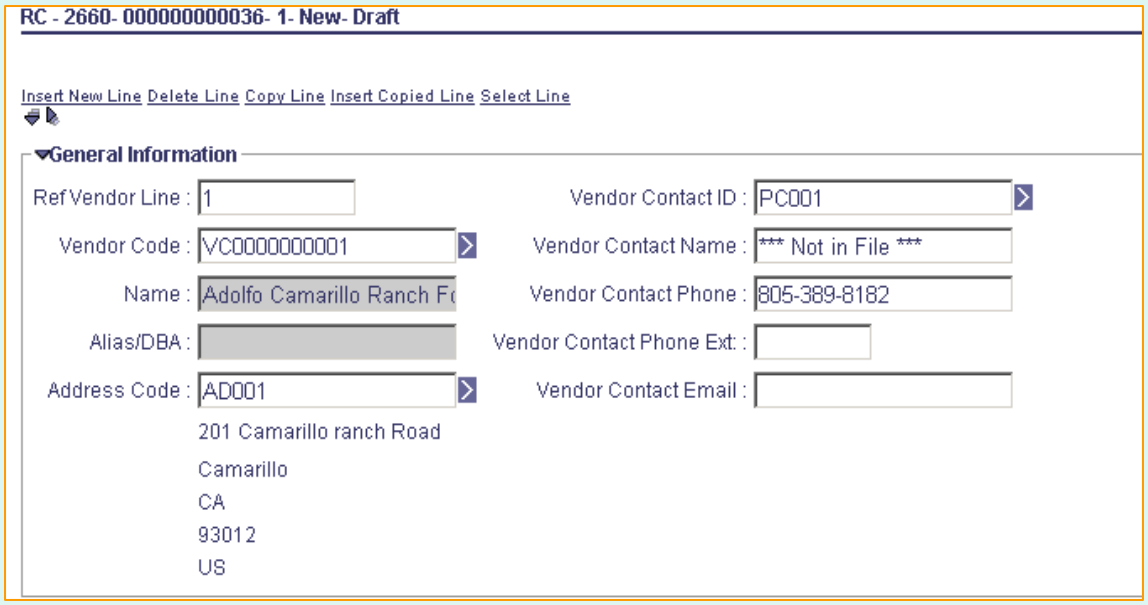
Cont…RC Header

Other fields to complete:

1. Document Name – Optional
2. Receiving Location
3. Received Date – change if necessary



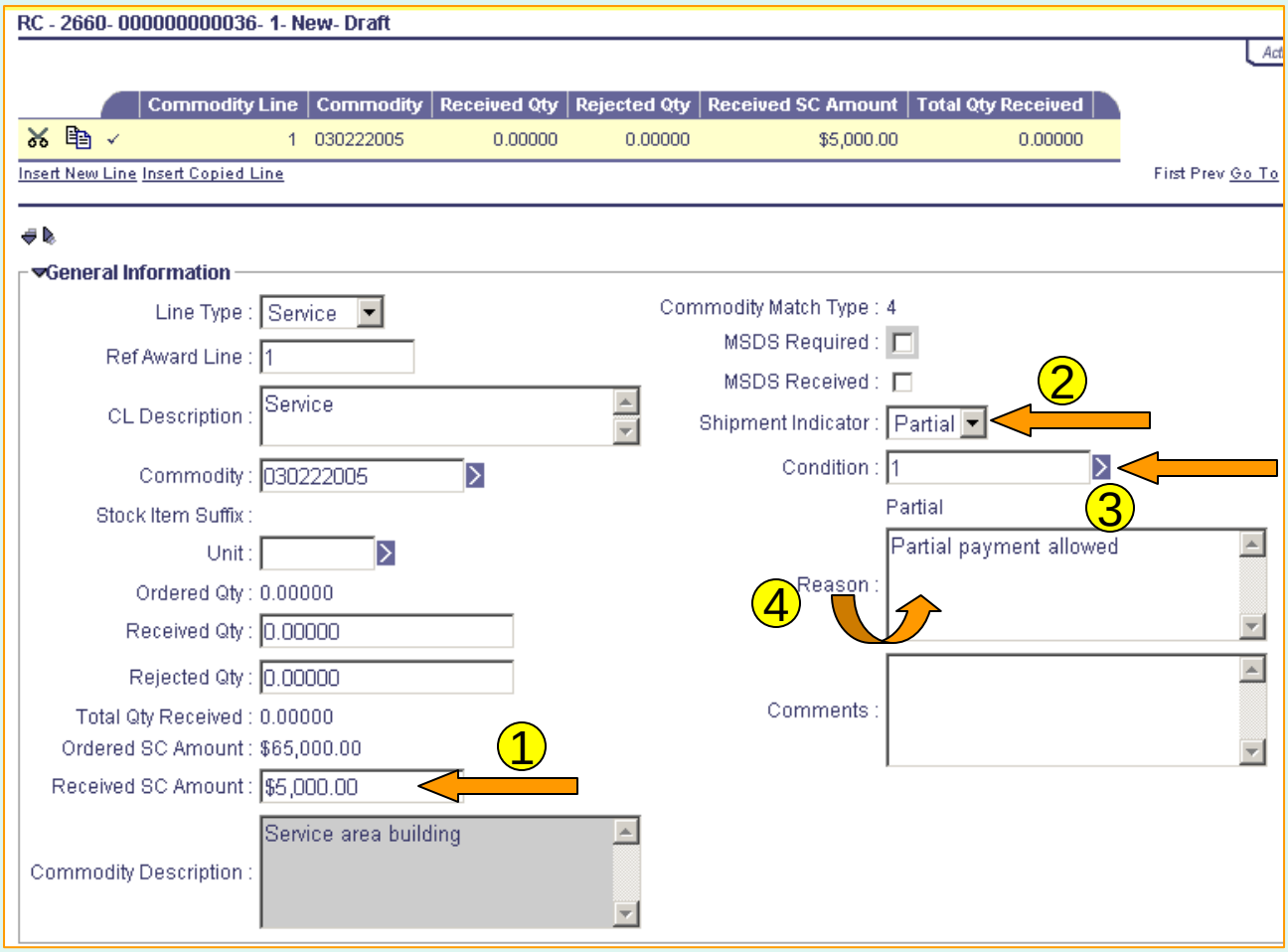
Select Vendor from the Secondary Navigation panel. RC Vendor Information should already be populated, verify accuracy.



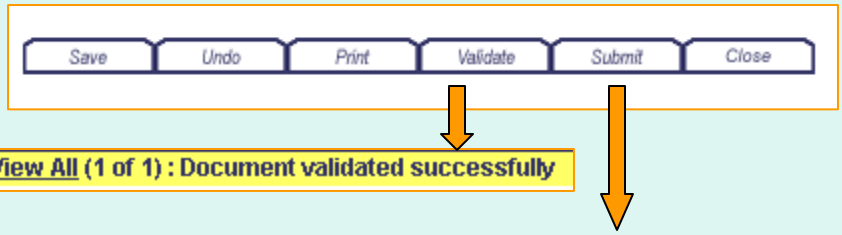
Appendix T

RC Commodity - Some fields are already populated with information, need to complete the following:

1. Received SC Amount: Invoice amount
2. Shipment Indicator: select from Pick List
3. Condition: Need to complete if Shipment Indicator is Partial
4. Reason: Must be populated, free form text



Validate – when error occurs, correct, then validate again.



Submit once all errors are cleared.

Appendix U

Quick Reference Guide: Dispute an Invoice –
Enter an Invoice Dispute Notification Document (IDN) Document

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 in 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	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	1. In the **Document Identifier** Subsection, enter: ○ **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 E-FIS Website for the appropriate value: **http://onramp.dot.ca.gov/hq/finance/efis/index.htm** 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. ○ 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	1. In the **General Information** Subsection, fill in the following required fields: ○ **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
	4. In the **Dispute** Subsection, fill in the following required field(s): ○ To indicate why the dispute is taking place, select at least one of the checkboxes 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: ○ **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.
4. Validate and Submit IDN Document	1. In the Document Action Bar, click **Validate**. Advantage displays a confirmation message that the document validated successfully. ○ 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.
5. Print IDN to form STD 209	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. ○ **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) ○ 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.

Quick Reference Guide: Dispute an Invoice –
Enter an Invoice Dispute Notification Document (IDN) Document

Step	Actions
	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." o 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	After the IDN is submitted: 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. 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.

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: ○ **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
	the grid. 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.
3. Create a modification version of the IDN and fill in information about the resolution	1. In the Document Action Bar, click **Edit**. Note the changes: ○ 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: ▪ 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: ○ **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**.
4. Validate and Submit IDN Document	1. In the Document Action Bar, click **Validate**. Advantage displays a confirmation message that the document validated successfully. ○ 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.
5. Print IDN to form STD 209	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. ○ **IMPORTANT**: If you do not check this box then you will not have

Step	Actions
	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> resolved" (for example: IDN Park's Janitor Services 123456789 resolved) o 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." o **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	After the IDN is submitted: 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.

CONTRACT NUMBER	AM. NO

DEPARTMENT
DEPARTMENT OF TRANSPORTATION

DIVISION
DIVISION OF PROCUREMENT AND CONTRACTS

EVALUATOR'S NAME

CONTRACTOR'S NAME AND ADDRESS

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 ACOPY OF THE EVALUATION

☐ YES ☐ NO

6. TYPE OF BIDDING

☐ **RFP/IFB** ☐ **SOLESOURCE**

7. EMPLOYEE TO BE CONTACTED REGARDING CONTRACTOR PERFORMANCE	8. TITLE	9. TELEPHONE NUMBER

10. EVALUATIOR'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?

Appendix W

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?

Appendix X

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: