

RPAC Research Policy Analysis & Coordination

Office of Research & Graduate Studies
University of California, Office of the President

Memo

Operating Guidance

No. 08-10, Supplement 2

September 20, 2011

To: Contract & Grant Officers
Extramural Fund Managers

Subject: Caltrans On-Call Agreement #22A0486, Amendment A02

The subject Amendment attached to this Memo amends the California Department of Transportation (Caltrans) Master On-Call Agreement No. 22A0486. The changes made by this Amendment are listed below.

Standard Form 213, Exhibit C

The update to the State's Interagency General Terms and Conditions (GIA 610) has been incorporated into the On-Call Agreement. The GIA 610 can be found on the Department of General Services web site at www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols (click on the Standard Contract Language drop down menu) and attached to this memo.

In addition to the standard terms in the GIA 610, Caltrans has included a clarification to item #2. *Audit* in the GIA regarding audit results. This additional language provides a reminder that "In the event the State's audit reveals that UC's actual costs were less than UC's invoicing under the contract, UC will reimburse the State for the difference between UC's invoicing and the actual costs incurred by UC."

Exhibit A – Scope of Work

The period of the On-Call Agreement has been extended by one year. The new end date is October 31, 2012. Therefore, the end date for a given Technical Agreement or Task Order (TA/TO) issued under the On-Call Agreement cannot extend beyond October 31, 2012. We anticipate that the AB20 Model Agreement will be implemented in the coming year, in which case any TA/TO that needs to be extended beyond October 31, 2012 will be awarded under the terms of the new AB20 model agreement. Unexpended balances as of October 31, 2012 will need to be returned to Caltrans and a new award will need to be issued if the project is to continue.

Exhibit B, Item 1 – Invoicing, Paragraph B

Please note that these changes are retroactive for any invoices not yet submitted and all invoices going forward must comply with the requirements set forth below.

Invoices can continue to be made based upon the standard line item budget. In addition, a copy of the Standard Detail Ledger Report and a detailed payroll expense report must be included with the invoice. This latter report should include the personnel paid and the time worked as percent effort (or hours only if applicable to the position) on the TA/TO during the invoicing period.

The Principal Investigator (PI) is required to endorse the invoice, Standard Detail Ledger Report and a detailed payroll expense report (Invoice Package) with the following statement:

I have reviewed the expenditure detail for these accounts to determine the allowability of these charges to this project and certify that the salaries and wages included on these reports is an accurate representation of the actual time worked.

The endorsed Invoice Package must then be transmitted by the PI to the Caltrans Program Manager for approval. Please note the following:

1. The Extramural Funds Accounting Offices (EMF) will need to insert the certification language above and a signature line for the PI in all invoices for TA/TOs under the On-Call Agreement.
2. An Invoice Package that is not yet endorsed by the PI will be sent by EFM to Caltrans directly using the procedure that has been established for that TA/TO. However, Caltrans will not pay the invoice until the PI's endorsement has been received. We recommend that the EFM offices continue to invoice Caltrans directly and send a copy to the PI on the project for the PI's endorsement at the same time.
3. Caltrans will accept the PI endorsed Invoice Package sent hard copy or by email. However, the certification language and PI signature must be on the Invoice Package itself and not in the body of the email message. Further, Caltrans has stated that a certified digital signature (such as one that can be generated in Adobe Acrobat) must be on electronic submissions. [Please see the email from F. Negri dated May 20, 2011 attached.]
4. We recommend that the PI be instructed to send a copy of the endorsed Invoice Package to EMF, should there be questioned costs or difficulties in receiving payment.

Exhibit B, Item 4 Payment, Paragraph D

Caltrans has agreed to accept proposal budgets and pay invoices based upon percent effort. However, supporting documentation that substantiates actual costs/effort must be retained and maintained at the department level. This supporting documentation can include, though is not limited to, timesheets, calendar entries, etc, but should be in a consistent format and maintained on a routine basis.

Exhibit B, Item 9 Equipment Provisions, Section A

Items 6 and 7 of Section A have been deleted entirely and Item 5 has now been replaced with the equipment citation from the [State Contracting Manual \(SCM\)](#). [Please see SCM Section 7.29 *Equipment Purchases* attached.]

SCM 7.29 makes the following changes to the On-Call Agreement:

1. Title to equipment vests with the State and the disposition of the equipment at the termination of a TA/TO is limited to either the return of the equipment to the State or State authorization to use the equipment in the performance of another agreement or contract. Previously, UC had the option to buy the equipment back at fair market value. So our options for equipment disposition have decreased. Per SCM 7.29, the disposition of equipment would be determined by Caltrans as part of the closeout process.

2. Previously, a copy of the equipment inventory record was required to be delivered to Caltrans within six months of the end of each fiscal year. SCM 7.29 requires that the inventory record be submitted only upon request by Caltrans.
3. As before, UC can be required to repair or replace damaged or stolen equipment. In the case of damage, however, Caltrans has agreed to the following definition:

For the purposes of this On-Call Agreement Number 22A0486, "damage" as used in paragraph B of SCM Section 7.29 Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.

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Attachments: GIA-610
Amendment A02 to On-Call Agreement No. 22A0486
F. Negri email dated May 20, 2011
SCM 7.29 Equipment Purchases