



University of California
Office of the President

Vice President—
Research & Graduate Studies

Research Administration Office

Memo Operating Guidance

No. 08-10
November 1, 2008

CONTRACT AND GRANT OFFICERS

Subject: CalTrans On-Call Agreement #22A0486 (Replaces CalTrans Master Agreement #65A0108)

A new Office of the President (OP) Master Agreement has been finalized with CalTrans. It is now referred to as an On-Call Agreement and it replaces the current OP Master Agreement with CalTrans #65A0108. Current projects under other contracts are being rolled into the new agreement (see Attachment #1 of the attached Agreement).

While this guidance highlights some of the contractual requirements of the On-Call Agreement, it is very important to read the entire On-Call Agreement in order to familiarize yourself with all of the terms and conditions.

CONTRACT TERM

The term of this contract is November 1, 2008 through October 31, 2011.

HOW IT WORKS

The work to be performed under this On-Call Agreement shall be submitted and executed either by a:

- Technical Agreement or
- Task Order(s) (executed under a Technical Agreement)

Technical Agreements may be utilized in two ways:

- For specific projects which are subject to all provisions of the On-Call Agreement and encumber a specific amount of money relative to the budget and schedule in the applicable Technical Proposal.

- For a group of related projects. In this instance, the Technical Agreement will contain a general scope of work and encumber a general dollar amount. Work will be assigned through subsequent Task Orders.

*Note: The addressees above represent the standard distribution of Contract and Grant Memos. Additional addressees, if any, may be added based on the subject of the Memo. See cc's.

Technical Agreements and Task Orders cannot modify the language of the On-Call Agreement.

The decision regarding the use of a Technical Agreement or Task Orders under a Technical Agreement is solely at the discretion of CalTrans.

This On-Call Agreement does not apply to University Transportation Centers. [UCTC](#)

INVOICING AND PAYMENT

CalTrans will accept invoices and make payments for achievements toward the completion of deliverables or % of effort toward completion of a task as set forth in the schedule provided in our proposal. Invoicing via our standard line-item budget will be accepted. We can invoice monthly or quarterly.

In addition to each invoice, a report is required documenting efforts made and supporting expenses incurred. This can be the required monthly/quarterly PI report. UC must submit 3 copies of the invoice along with a Standard Detail Ledger Report as supporting documentation.

The final invoice must be received by CalTrans no later than 120 calendar days after the Technical Agreement, Task Order, or On-Call Agreement termination date (whichever terminates first).

10% of the total Technical Agreement or Task Order cost will be withheld pending completion of all work and submission of the final report.

UC must submit an invoice in triplicate and the Standard Detail Ledger Report with the revised final report for reimbursement of the 10% of cost withheld.

No Administrative Support can be direct charged to the contract per CalTrans Auditors.

CalTrans will reimburse in-state fee remission, but will not reimburse additional compensation such as non-resident tuition, books, scholarships, immigration fees, International VISA payments, living expenses, and other student aid costs.

TRAVEL

Travel costs will be reimbursed at UC travel rates.

Travel must be specified in the Technical Agreement or Task Order. If it is not, a written request must be submitted to CalTrans for approval.

INDIRECT COST RATE

The indirect cost rate is 17.5% MTDC. Use Indirect Cost Rate Waiver #07R-215.

EQUIPMENT

Unless itemized in the Technical Agreement or Task Order, no equipment can be purchased without prior written authorization.

All equipment purchased or reimbursed with CalTrans funds or furnished by CalTrans remains the property of CalTrans.

CalTrans reserves the right to acquire any equipment necessary to the performance of the Technical Agreement or Task Order through the State of California's procurement process (and the cost will be deducted from UC's award amount).

CalTrans has reserved the right to full and adequate access to its equipment.

CalTrans may require UC to repair any damage or replace any lost or stolen items at UC's expense.

Equipment must be inventoried per CalTrans's requirements.

Equipment can be disposed of three ways:

- Keep equipment and credit State in an amount equal to its fair market value or sell equipment at the best price obtainable (in accordance with established State procedures) and credit the State in an amount equal to the sales price.

- Through written mutual agreement, the equipment may be returned to CalTrans. UC's cost to return the equipment is an allowable charge against the project.

- CalTrans may authorize, in writing, the continued use of such equipment for work to be performed under a different Technical Agreement or Task Order.

SUBCONTRACTING

No portion of the work can be subcontracted unless the subcontracts are expressly identified in the Technical Agreement or Task Order.

If the total of the subcontract(s) exceeds \$50,000 or 25% of the total contract amount, whichever is less, UC must certify that the subcontractor has been selected by UC pursuant to a competitive bidding process that requires at least three bids from responsible bidders.

Services may be subcontracted without competitive bid only when the subcontract is with other universities, the Federal Government, and the other entities specifically listed in the contract in Exhibit D, #3(B).

If UC is unable to obtain three competitive bids or three Statements of Qualifications, UC shall submit a written explanation to CalTrans. CalTrans will decide whether to seek authorization to allow UC to proceed with the proposed subcontract.

Many terms in the On-Call Agreement must be flowed down to subcontractors in their subcontract from UC.

Any substitution of subcontractors identified in a Technical Agreement or Task Order must be approved in writing by the State's Contract Manager, as identified in the Technical Agreement or Task Order. UC must follow the procedures set forth in Exhibit D, #3, Subcontracting, to procure substitute subcontractors.

MANAGING POTENTIAL PATENT INFRINGEMENT

As a contract performance requirement, UC must conduct, or have conducted on its behalf, a reasonable search for any patents, copyrights, trademarks, or other intellectual property rights of third parties that may be infringed by technology identified as likely to be embodied in a Deliverable.

The search will be conducted at the outset of the Technical Agreement and/or Task Order based on what is known at that time, and again at the completion of the Technical Agreement and/or Task Order before the final Deliverable(s) is provided to CalTrans.

ATTACHMENTS

Attachment 1 – Incorporated Research Technical Agreements (current projects under other contracts being rolled into the new agreement)

Attachment 2 – Sample Schedule (Gantt Chart from proposal) with the estimated percentage of the budget each task will cost.

Attachment 3 – Sample On-Call Budget

Attachment 4 – Sample Invoice

Please contact me if you have any questions concerning this new On-Call Agreement with CalTrans.

Cancel: C&G Memo #01-06

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Attachment: [CalTrans On-Call Agreement](#)