

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 13-C0024
REGISTRATION NUMBER 1294955

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of Pesticide Regulation

CONTRACTOR'S NAME

The Regents of the University of California

2. The term of this Agreement is: July 1, 2013 or upon final approval by the State, whichever occurs later, through December 31, 2014

3. The maximum amount of this Agreement is: **\$ 16,000.00**
Sixteen thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (GIA 610)	*
Exhibit D - Special Terms and Conditions	1 Page

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

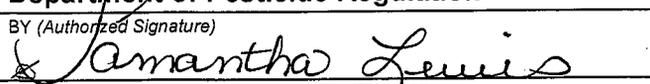
CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
The Regents of the University of California		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6/20/13	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Ahmad Hakim-Elahi, Ph.D., J.D. Executive Director, Research Administration		
ADDRESS		
1850 Research Park Drive, Suite 300 Davis, CA 95618-8153		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Pesticide Regulation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	6.27.13	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Samantha Lewis, Business Services Office Manager		
ADDRESS		
1001 I Street, 4 th Floor, Sacramento, CA 95814		
		<input checked="" type="checkbox"/> Exempt per: Delegation Letter 74.5

EXHIBIT A
STANDARD AGREEMENT

SCOPE OF WORK

1. This Agreement is between The Regents of the University of California, hereinafter referred to as Contractor, and the Department of Pesticide Regulation, hereinafter referred to as DPR.
2. This Agreement will commence on the start date July 1, 2013 as presented herein or upon final approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. Contractor shall not receive payment for work performed prior to the approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on December 31, 2014. The services shall be provided during normal working hours.
3. The Project Representatives during the term of this Agreement will be:
 - A. All official communications, except invoices, from the Contractor to DPR, shall be directed to the attention of the DPR Contract Manager, **Mike Ensminger, Ph.D.**, or designee, at:

Department of Pesticide Regulation
Environmental Monitoring Branch, MS 3-B
1001 I Street
P.O. Box 4015
Sacramento, CA 95812-4015

Phone 916-324-4186; Fax (916) 324-4088
Email address: mensminger@cdpr.ca.gov

- B. All invoices from the Contractor to DPR shall be directed to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015, MS 4A
Sacramento, CA 95812-4015

- C. All programmatic communications from DPR to the Contractor shall be directed to the attention of **Dr. Swee Teh, Ph.D.** or designee at:

Department of Anatomy, Physiology and Cell Biology
1203 Haring Hall
School of Veterinary Medicine
University of California
Davis, CA 95616
One Shields Avenue
Davis, CA 95616-8780

Phone: (530) 754 8183; Fax: (530) 752-7690

**EXHIBIT A
STANDARD AGREEMENT**

Email: sjteh@ucdavis.edu

- D. All administrative communications and payments from DPR to Contractor shall be directed to:

Office of Research, Sponsored Programs
1850 Research Park Drive
Suite 300
Davis, CA 95618-6153

Phone: (530) 754-7700; FAX: (530) 754-8229
Email Address: vcresearch@ucdavis.edu

- E. The Project Representatives during the term of this Agreement may be changed by mutual written agreement without the necessity of formal amendment to this Agreement.

4. Contractor Responsibilities

- A. Contractor will update the existing quality assurance project plan (QAPP) between the Aquatic Health Program (AHP) and DPR, Environmental Monitoring Branch, Surface Water Protection Program.
- B. Contractor will conduct 96-hr water column toxicity tests using either *Hyalella azteca* or *Ceriodaphnia dubia*.
- 1) Time frame of tests: toxicity tests will be conducted based on monitoring dates agreed upon between DPR and AHP.
 - 2) Sample collection: DPR will collect water samples into 1-L amber I CHEM 200 bottles.
 - 3) Sample submittal: DPR will submit 1-L water samples to AHP.
- C. Contractor will provide results data to DPR for completed toxicity tests in EXCEL (or similar format) files.

5. DPR's Responsibility:

DPR will review results within 30 days of submission.

EXHIBIT B
Standard Agreement

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. For services performed according to the scope of work in Exhibit A of this Agreement and upon receipt and approval of the invoices by DPR's Contract Manager, DPR agrees to compensate Contractor, in arrears, for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall include the Agreement Number, shall be itemized in accordance with the Estimated Costs detailed in Item 4 of this Exhibit, and submitted in triplicate, not more frequently than monthly or less than quarterly in arrears, to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015, MS-4A
Sacramento, CA 95812-4015

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DPR shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DPR shall have the option to either cancel this Agreement with no liability occurring to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual (SAM) Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the California Government Code, Sections 11256 and 11257.

EXHIBIT B
Standard Agreement

- C. Transportation and subsistence costs shall not exceed rates authorized to be paid UC system non-represented employees traveling within California.
- D. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- E. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position. Documentation supporting specific salary costs will be presented if requested by DPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by DPR.
- F. Contractor shall not commence performance of work or of services until this contract has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.
- G. Ten percent (10%) of each invoice amount shall be withheld by DPR until the completion of this Agreement

EXHIBIT B
Standard Agreement

4. Estimated Costs

A. Estimate Costs for these services are as follows:

Table I - Detailed Budget

Task	Cost	Number		Line Cost
Services				
QAPP (Quality Assurance Project Plan) document as described in Exhibit A, page 2	\$350	1 document		\$350
96-hr water column toxicity testing with <i>H. azteca</i> as described in Exhibit A, page 2	\$270 per test	40 tests		\$10,800
Personnel	Monthly Wage / Benefits	Percentage of Effort	Number of Months	
<u>Salary</u> – Dr. Swee Teh, Professor (Principal Investigator)	\$9,996.00 / month	2.064% / month	6	\$1238
<u>Benefits</u> @33.28% – Dr. Swee Teh, Professor	\$3326.40 / month	2.064% / month	6	\$412
Subtotal of Direct Costs				\$12,800
Overhead @25% of Direct Costs				\$3,200
Grand Total of Costs				\$16,000

B. This budget is considered an estimate; all salary costs will be billed based upon a percentage of effort.

5. Cost Limitation

A. The total amount of this Agreement shall not exceed \$ 16,000.00.

B. It is understood and agreed that this total is an estimate and that DPR will pay for only those services actually rendered as authorized by the DPR Contract Manager or his/her designee.

EXHIBIT D
Standard Agreement

SPECIAL TERMS AND CONDITIONS

1. Termination

- A. Either Party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination, including any non-cancelable obligations.
- B. In the event that the total Agreement amount is expended prior to the expiration date, DPR may, at its sole discretion, terminate this Agreement with 30 days notice to contractor.

2. Subcontracting

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

3. Dispute Resolution

- A. DPR reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that DPR gives the performing agency a notice that this Agreement will be terminated. If DPR exercises this right, the stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.
- C. The Contractor shall continue to perform all its responsibilities under this agreement during any dispute until notified to stop work or expiration of this Agreement.

4. Harassment Free Workplace

The Department of Pesticide Regulation (DPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is policy of the Department that employees have the right to work in an environment that is free from all forms of discrimination, including sexual harassment. This policy specifically speaks to freedom from a sexually harassing act that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance. As a Contractor with DPR, you and your staff are expected to comply with a standard of conduct that is respectful and courteous to DPR employees and all other persons contacted during the performance of this Agreement. Sexual harassment is unacceptable, will not be tolerated; and may be cause for prohibiting some or all of the Contractor's staff from performing work under this Agreement.