1. This Agreement is entered into between the State Agency and 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 through September 30, 2016

3. The maximum amount of this Agreement after this amendment is: $35,840.00

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
   
   Changes made to this Agreement are shown as: Text additions are displayed in **bold and underlined** and Text deletions are displayed as strike through text (i.e., *Strike*).
   
   This amendment shall increase the total amount by $19,840.00. The total amount of this Agreement shall not exceed $35,840.00.
   
   Exhibit A, Item 2 is amended as attached.
   
   Exhibit A, Item 4 is amended as attached.
   
   Exhibit B, Item 4 is amended as attached.
   
   Exhibit B, Item 5 is amended as attached.
   
   All other terms and conditions shall remain the same.

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

**CONTRACTOR**

**CONTRACTOR’S NAME** (If other than an individual, state whether a corporation, partnership, etc.)

The Regents of the University of California

**PRINTED NAME AND TITLE OF PERSON SIGNING**

MARIE ROSSI, CONTRACTS & GRANTS OFFICER

**ADDRESS**
Office of Research, Sponsored Programs
1850 Research Park Dr., #300, Davis, CA 95618

**STATE OF CALIFORNIA**

**AGENCY NAME**
Department of Pesticide Regulation

**PRINTED NAME AND TITLE OF PERSON SIGNING**

Samantha Lewis, Business Services Office Manager

**ADDRESS**
1001 I Street, 4th Floor, Sacramento, CA 95814

**CALIFORNIA**

Department of General Services
Use Only

**DATE SIGNED**
12/09/14

**Exempt per:**
Delegation Letter 74.5
Exhibit A, Item 2 is amended as follows.

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 or September 30, 2016. The services shall be provided during normal working hours.

Exhibit A, Item 4 is amended as follows.

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 85 separate 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 (or equivalent certified pre-cleaned 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.
Exhibit B, Item 5 is amended as follows.

4. Estimated Costs

A. Estimate Costs for these services are as follows:

**Table I – Detailed Budget**

<table>
<thead>
<tr>
<th>Task</th>
<th>Cost</th>
<th>Number</th>
<th>Line Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>QAPP (Quality Assurance Project Plan) document as described in Exhibit A, page 2</td>
<td>$350</td>
<td>1 document</td>
<td>$350</td>
</tr>
<tr>
<td>96-hr water column toxicity testing with <em>H. azteca</em> as described in Exhibit A, page 2</td>
<td>$270 per test</td>
<td>4085 tests</td>
<td>$10,800</td>
</tr>
<tr>
<td><strong>Personnel</strong></td>
<td>Monthly Wage / Benefits</td>
<td>Percentage of Effort</td>
<td>Number of Months</td>
</tr>
<tr>
<td>Salary – Dr. Swee Teh, Professor (Principal Investigator)</td>
<td>$9,996.00 / month</td>
<td>2.064</td>
<td>636</td>
</tr>
<tr>
<td>Benefits @33.28% – Dr. Swee Teh, Professor</td>
<td>$3,326.40 / month</td>
<td>2.064</td>
<td>636</td>
</tr>
<tr>
<td><strong>Subtotal of Direct Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Overhead @25% of Direct Costs</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Grand Total of Costs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. This budget is considered an estimate; all salary costs will be billed based upon a percentage of effort.
Exhibit B, Item 5 is amended as follows.

5. **Cost Limitation**
   A. The total amount of this Agreement shall not exceed $16,000 **$35,840**.
   
   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.