

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 9 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
13-C0052	A-2
REGISTRATION NUMBER	
1325002	

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 December 24, 2013 through March 31, 20183. The maximum amount of this \$200,900.00Agreement after this amendment is: Two hundred thousand nine hundred dollars and no cents

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 \$44,788.00. The total amount of this Agreement shall not exceed \$200,900.00.

Exhibit A, Item 2 is amended as attached.

Exhibit A, Item 4 is amended as attached.

Exhibit A, Item 5 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		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)	
	<u>JULY 25, 2016</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
<u>BRIAN ROSS</u> <u>CONTRACTS + GRANTS OFFICER</u>		
ADDRESS		
Office of Research, Sponsored Programs 1850 Research Park Dr., #300, Davis, CA 95618		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Pesticide Regulation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
	<u>7/29/16</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Anise Severns, Assistant Director		
ADDRESS		
1001 I Street, 4 th Floor, Sacramento, CA 95814		
		<input type="checkbox"/> Exempt per

Exhibit A, Item 2 is amended as follows:

2. This Agreement will commence on the start date of December 24, 2013 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 approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on ~~September 30, 2016~~ **March 31, 2018**. The services shall be provided during normal working hours (except for up to five storm events that could occur at any time, day or night).

Exhibit A, Item 4 is amended as follows:

B. Work to Be Performed

Work to be performed will include monitoring (including preparation and water quality analysis [water quality data, total suspended analysis, total organic carbon analysis]) and automated sampling equipment maintenance (including downloading of water quality and flow data). Specific tasks include:

- 1) ~~Twice a~~ During the Agreement, Contractor will conduct annual maintenance on the automated sampling sites in Folsom **per the schedule in Table 1, Exhibit A at sites**. ~~This shall include adding new pH sensors to 3 automated sampling station sites (sites based on DPR needs, currently FOL2, FOL3, and FOL5. For any changes in sites, DPR will contact contractor via written [email] notice).~~
- 2) Up to six times during the Agreement, just prior to each of DPR's Northern CA monitoring dates, between December 1, 2013 and December 31, 2014, maintain four automated sampling sites and equipment; calibrate pH, conductivity, and other sensors as necessary. Clean debris from sensors and ensure that the equipment is in working condition and water quality and flow data will be obtained. Four Sites: FOL1, FOL2, FOL3, and likely FOL5 (once site is installed). Site FOL1 only needs to be maintained for water quality and flow data - no sampling. Dissolved Oxygen (DO) sensors are optional (not required) at the automated sampling sites.
- 3) ~~Up to six times a~~ During the Agreement just prior to DPR's Northern CA monitoring dates between January 1, 2015 and **December 31, 2017** ~~September 30, 2016~~ maintain three automated sampling sites and equipment **(general maintenance, per the schedule in Table 1, Exhibit A)**; calibrate pH, conductivity, and other sensors ~~as necessary~~. Clean debris from sensors and ensure that the equipment is in working condition so that water quality and flow data can be obtained. Three sites: FOL2, FOL3, and FOL5. Dissolved Oxygen (DO), **pH, temperature, and conductivity** sensors are optional (not required) at the automated sampling sites.
- 4) Install automated sampling equipment at a new site in Folsom as determined by DPR (likely, FOL5, 38.649683, -121.1446), (Greenlee box or equivalent, to measure water velocity and flow, pH, conductivity, temperature, and rainfall, and to collect water samples with an automatic water sampler).
- 5) For up to six sampling trips during the Agreement, between December 1, 2013 and December 31, 2014, prepare sampling equipment (including bagging ice for coolers, labeling bottles, and organizing sampling containers) for DPR Northern California (Folsom, Roseville) sampling. DPR to provide all sampling supplies (excluding automated sampling equipment and supplies not required for the collection of water

samples) and sampling protocol. Sampling preparation will occur at DPR warehouse, 3971 Commerce Dr., West Sacramento CA.

- 6) For up to six sampling trips, between December 1, 2013 and December 31, 2014, including two sampling events triggered by rainfall (which could occur at any time of the day or night), assist in sampling during DPR monitoring in Northern California. DPR to provide supplies. Contractor is responsible for collecting water samples with automated water samplers [e.g., ISCO portable sampler] during the two storm events at FOL2, FOL3, FOL5 (when FOL5 [or equivalent]) is functional, and at FOL100 (waypoints approximately 38.64559, -121.14442).
- 7) For up to eight sampling events/trips between January 1, 2015 and June 30, 2016, including up to five storm sampling events triggered by rainfall (which could occur at any time of the day or night), collect flow or time weighted water samples with automated sampling equipment during all sampling events. Though funding is provided for up to eight sampling events, the contract manager expects the contractor to sample three storm events and three dry weather events during this time period. The contract manager and contractor acknowledge the fact that a successful sampling event may be affected by variables beyond their control and can result in the contractor collecting an insufficient amount of water to satisfy sampling requirements. Hence, the contract manager has included funding for the contractor when a missed sampling event occurs. The contractor will collect water at a maximum of two additional sampling events from January 1, 2015 to June 30, 2016 to remedy the occurrences of missed sampling events. The Contractor agrees to provide and maintain automated water sampling equipment necessary for collecting water samples during sampling events at FOL2, FOL3, FOL5 and FOL100 (FOL3 and FOL100 will not have fixed sampling equipment at the site. During sampling events automated sampling equipment will be temporarily installed and maintained by the contractor). The contractor agrees to provide automated sampling equipment capable of collecting a sufficient amount of water to satisfy sampling requirements. If theft or significant damage of automated sampling equipment should occur at FOL3 and/or FOL100 the contract manager agrees to pay the deductible required for replacement of the contractor's equipment (up to \$1,000, from supplies and equipment).
 - a. Definition of a completed sampling event by contractor (either storm or dry weather sampling event) that will be included in the total of up to eight sampling (up to five storm) events:
 - I. In preparation for sampling a storm event, contract manager (DPR) instructs contractor (UC Davis, Loren Oki) to set up and prepare automated sampling equipment in anticipation of sufficient rainfall as predicted by the contract manager. Contractor will collect a minimum of 30 L of water to satisfy sampling requirements.
 - II. In preparation for a dry weather sampling event, contract manager instructs contractor to set up and prepare automated sampling equipment in an anticipation of sufficient runoff as determined by the contract manager. Contractor will collect (30 L) of water.
 - III. During both storm and dry weather sampling events, contractor will collect sufficient flow data at FOL3, FOL5, and FOL100.

- b. Definition of an incomplete sampling event (either storm or dry weather sampling event) that will be included in the total of up to eight sampling (up to five storm) events:
 - i. Any sampling event that does not meet the criteria listed above defining a complete sampling event may qualify as a missed sampling event. If this occurs the contract manager and the contractor shall determine:
 - a) What rendered the sampling event unsuccessful;
 - b) What steps should be taken to ensure the next sampling event meets the criteria of a completed event listed above;
 - c) If the event will be counted as a missed event and count towards the total of up to eight sampling events.
 - c. **At three sites (FOL2, FOL3, and FOL5) between July 1, 2016 and December 31, 2017, the contractor will collect flow or time weighted water samples during the runoff from three additional rain storm sampling events. The contractor will collect minimally 30L of runoff water at each site.**
- 8) After DPR sampling in Northern CA, up to six times during the Agreement between December 1, 2013 and December 31, 2014, assist in cleanup of sampling equipment and sample storage, including delivery of any samples to UC Davis for toxicity testing and dividing bulk samples into 1-L amber bottles or into 4-gallon plastic containers (from automated samplers). After the six sampling trips, ~~the contractor will conduct TSS (total suspended sediment) or SSC (suspended sediment concentration) analysis and TOC (total organic carbon) water analysis according to DPR protocols and instruction, and cleanup any materials used in these analysis, including washing laboratory glassware. DPR to provide all supplies for analysis and cleanup. Analyses will occur at DPR warehouse (laboratory) in West Sacramento.~~ The contractor will conduct TSS (total suspended sediment) or SSC (suspended sediment concentration) analysis and TOC (total organic carbon) water analysis according to DPR protocols and instruction, and cleanup any materials used in these analysis, including washing laboratory glassware. DPR to provide all supplies for analysis and cleanup. Analyses will occur at DPR warehouse (laboratory) in West Sacramento.
- 9) After DPR sampling in Northern CA, ~~up to eight times during the contract between January 1, 2015 and September 30, 2016,~~ divide bulk samples (from automated samplers) into 1-L amber bottles or into 4-gallon plastic/glass containers. If this operation does not occur at DPR's West Sacramento warehouse (3971 Commerce Drive, West Sacramento, CA), contractor will deliver samples to the DPR warehouse. Contractor will also deliver any bottles or containers for toxicity testing to the UC Davis Aquatic Health Program, at the Aquatic Toxicology Laboratory, on Garrod Drive, Davis, California (contact Linda Deanovic, 916-812-6393, or Marie Stillway, 916-893-8432).
- 10) ~~Twice each m-~~ **Monthly**, the contractor will download velocity and flow data, pH, temperature, conductivity data, and rainfall totals from four sites in northern California (FOL1, FOL 2, FOL3, FOL5 [when FOL5 is completed]) and at three sites in southern California (WC2, SC2, SC3 [or equivalent sites]) and provide this information to DPR **monthly upon request. Per item 3, DO, pH, temperature, and conductivity data are optional.** Also, **through June 30, 2016** the contractor will provide graphed flow data (and numerical data) in EXCEL for a five day period centered on each DPR sampling date at these sites (flow data to be graphed: 2 days before sampling, the day of sampling, and 2 days after sampling) for all sites except FOL1. Data for FOL1 will only be downloaded from December 31, 2013 through December 31, 2014.

Exhibit B, Item 4 is amended as follows:

4. Rates

Table I – Estimated expenditures by budget line item and fiscal year.

Budget Line Item	FY 13-14	FY 14-15	FY 15-16	FY 16-17	FY 17-18	TOTAL
1. Salaries & Wages ^①	\$16,299	\$23,392	\$23,392	\$0 \$12,411	\$6,144	\$63,083 \$81,638
2. Benefits ^②	\$8,991	\$12,748	\$12,748	\$0 \$6,205	\$3,073	\$34,487 \$43,765
3. Travel (in state) ^③	\$900	\$1,550	\$3,200	\$0	\$0	\$5,650
4. Supplies and minor equipment ^④	\$12,774	\$1,646	\$7,249	\$0 \$5,400	\$2,597	\$21,669 \$29,666
Subtotal	\$38,964	\$39,336	\$46,589	\$0 \$23,955	\$11,875	\$124,889 \$160,719
5. Overhead@25% ^⑤	\$9,741	\$9,834	\$11,648	\$0 \$5,989	\$2,969	\$31,223 \$40,181
Total	\$48,705	\$49,170	\$58,237	\$0 \$29,944	\$14,844	Grand Total \$156,112 \$200,900

①Salary and wages: based on Ag Tech salary, Staff Research Associate (or equivalent), and for LR Oki (principal investigator). **Salary and benefit ratios are estimates and may change slightly but total Salaries, Wages, and Benefits shall not exceed sum of these line items.**

②Benefits include: worker's compensation and other benefits appropriate for the title

③Invoice for payments on travel shall be based on current UC rates and guidelines. Travel is limited to trips to the sampling sites in the Sacramento CA area (includes Folsom and Roseville)

④Supplies and minor equipment include includes modem services, maintenance supplies (as calibration solutions), equipment repair (even if owned by UC Davis but used in this project, and other minor equipment appropriate for the automatic sampling equipment. Line item does not include any equipment with a unit acquisition or repair of \$5,000 or more.

⑤Indirect Cost: 25% indirect cost rate includes: depreciation of buildings and equipment, utility consumption, operations and maintenance costs, administrative services provided at the departmental and central level, and library costs.

Table II. Details on personnel costs.

FY 2013-2014				
Salaries & Wages	Monthly	Number of Months	Percentage of Time	Total Amount
CE Spec (salary offset) (LR Oki)	\$6,392	7.0	4.55%	\$2,036
Ag Tech. or Staff Research Associate (or equivalent)	\$3,649	7.0	55.84%	\$14,263
Total Salary and Wages				\$16,299
Benefits				
CE Spec (salary offset) (LR Oki) (31.14%)	\$1,990	7.0	4.55%	\$634
Ag Tech or Staff Research Associate (or equivalent) (58.6%)	\$2,138	7.0	55.84%	\$8,357
Total Benefits				\$8,991
FY 13-14 Personnel & Benefits Total				\$25,290

FY 2014-2015				
Salaries & Wages	Monthly	Number of Months	Percentage of Time	Total Amount
CE Spec (salary offset) (LR Oki)	\$6,392	12	4.55%	\$3,490
Ag Tech. or Staff Research Associate (or equivalent)	\$3,649	12	45.45%	\$19,902
Total Salary and Wages				\$23,392
Benefits				
CE Spec (salary offset) (LR Oki) (31.14%)	\$1,990	12	4.55%	\$1,087
Benefits – Ag Tech or Staff Research Associate (or equivalent) (58.6%)	\$2,138	12	45.45%	\$11,661
Total Benefits				\$12,748
FY 14 - 15 Personnel & Benefits Total				\$36,140

FY 2015-2016				
Salaries & Wages	Monthly	Number of Months	Percentage of Time	Total Amount
CE Spec (salary offset) (LR Oki)	\$6,392	12	4.55%	\$3,490
Ag Tech. or Staff Research Associate (or equivalent)	\$3,649	12	45.45%	\$19,902
Total Salary and Wages				\$23,392
Benefits				
CE Spec (salary offset) (LR Oki) (31.14%)	\$1,990	12	4.55%	\$1,087
Benefits – Ag Tech or Staff Research Associate (or equivalent) (58.6%)	\$2,138	12	45.45%	\$11,661
Total Benefits				\$12,748
FY 15 - 16 Personnel & Benefits Total				\$36,140

FY 2016-2017				
Salaries & Wages	Monthly	Number of Months	Percentage of Time	Total Amount
CE Spec (salary offset) (LR Oki)	\$8016	12	1.76%	\$1,693
Ag Tech. or Staff Research Associate (or equivalent)	\$3500	12	25.52%	\$10,718
Total Salary and Wages				\$12,411
Benefits				
CE Spec (salary offset) (LR Oki) (38.1%)	\$3,054	12	1.76%	\$645
Ag Tech. or Staff Research Associate (or equivalent) (51.3%)	\$1,796	12	25.52%	\$5,499
Total Benefits				\$6,144
FY 16 - 17 Personnel & Benefits Total				\$18,555

FY 2017-2018				
Salaries & Wages	Monthly	Number of Months	Percentage of Time	Total Amount
CE Spec (salary offset) (LR Oki)	\$8,016	6	1.76%	\$846
Ag Tech. or Staff Research Associate (or equivalent)	\$3,500	6	25.52%	\$5,359
Total Salary and Wages				\$6,205
Benefits				
CE Spec (salary offset) (LR Oki) (38.1%)	\$3,054	6	1.76%	\$323
Benefits – Ag Tech. or Staff Research Associate (or equivalent) (51.3%)	\$1,796	6	25.52%	\$2,750
Total Benefits				\$3,073
FY 17 - 18 Personnel & Benefits Total				\$9,278

Exhibit B, Item 5 is amended as follows:

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed ~~\$156,112.00~~ **\$200,900.00**.
- B. It is understood and agreed that this total is an estimate and DPR will pay for only those services actually rendered as authorized by the DPR Contract Manager or his/her designee.