

| | | | |
|--|-------------------------|---|---|
| STATE WATER RESOURCES CONTROL BOARD Form 1 WRCB 3-020 Rev. 1/08 | | 1. DATE RECEIVED BY CONTRACT SECTION (Contracts Section Use) | |
| CONTRACT REQUEST | | APR - 8 2010 | |
| 2. CONTRACTOR NAME University of California, Davis Office of Research Sponsored Programs | | 3. CONTRACT NUMBER (Leave Blank For New Contracts) 09-122-250 | 3A. AMENDMENT # |
| 4. ADDRESS (Street) / (P.O. Box) 1850 Research Park Drive, Suite 300 University of California | | ORIGINATING ORGANIZATION INFORMATION | |
| 5. E-mail Address (if available) awards@ucdavis.edu | | 6. DIVISION/REGION Division of Water Quality | |
| 7. (City) Davis | (State) CA | (Zip Code) 95618-6153 | 8. CONTRACT CONTACT (Type or Print and Sign) Marco Meza <i>Marco Meza</i> |
| 9. CONTRACTOR'S PROJECT DIRECTOR Dr. Thomas Harter thharter@ucdavis.edu | | TELEPHONE (530) 752-2709 | TELEPHONE (916) 341-5821 Date: 4/8/10 |
| 11. CONTRACTOR'S ADMINISTRATIVE REPRESENTATIVE Ahmad Hakim-Elahi, PhD, JD awards@ucdavis.edu | | TELEPHONE (530) 754-7700 | 10. CONTRACT MANAGER (Type or Print and Sign) Lisa Babcock <i>Lisa Babcock</i> Date: 4/8/10 |
| 12. REG. E.O./DIV. CHIEF (Type or Print and Sign) I have reviewed this request and determined that it meets current program policy. <i>James Giannopoulos</i> Date: 4/8/10 | | 13. FEDERAL EMPLOYER ID NUMBER (N/A for State, Fed. & Local Govt.) 94-6036464 | |
| 14. DVBE <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | | 15. SMALL BUSINESS <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> N/A | |
| 16. RESOLUTION NUMBER 2009-0049 | | 17. TYPE OF REQUEST NEW CONTRACT: <input checked="" type="checkbox"/> Standard <input checked="" type="checkbox"/> Interagency <input type="checkbox"/> Reimbursable <input type="checkbox"/> Loan <input type="checkbox"/> IPA <input type="checkbox"/> Renewal/Prior Contract No. _____ AMENDMENT: <input type="checkbox"/> Add Funds <input type="checkbox"/> Add Funds-Extend Time <input type="checkbox"/> Reduce Funds <input type="checkbox"/> Add Work <input type="checkbox"/> Decrease Work <input type="checkbox"/> Extend Time <input type="checkbox"/> Other _____ | |
| 18. PROJECT TITLE AND REASON FOR CONTRACT OR AMENDMENT (LIMIT REMARKS TO 3 TYPED LINES) Implementation of Senate Bill X2 1, "Tulare Lake Basin and Salinas Valley Nitrate Pilot Projects" | | | |
| 19. AMOUNT OF CONTRACT OR AMENDMENT \$ 1,700,000 | | 20. TERM OF CONTRACT (Month/Day/Year - Month/Day/Year) 6/1/2010 - 3/31/2013 | |
| 21. AMENDED END DATE | | | |
| 22. FUNDING / INFO PCA NUMBER | Org 0250 - 418 15522 | | F.Y. TOTALS |
| FUNDING SOURCE | R(SB X2 1) | | |
| F.Y. 09/10 | \$56,210 | \$ | \$56,210 |
| F.Y. 10/11 | \$1,643,790 | \$ | \$1,643,790 |
| F.Y. | \$ | \$ | \$ |
| F.Y. | \$ | \$ | \$ |
| TOTALS | \$1,700,000 | \$ | \$1,700,000 |

●●●●● FOR OFFICE / SECTION USE ONLY ●●●●●

| APPROVALS | INITIALS | DATE | APPROVALS | INITIALS | DATE |
|-------------------------------|------------|---------|-----------------------------------|-----------|---------|
| PERSONNEL OFFICE | | | OFFICE OF CHIEF COUNSEL | | |
| DIVISION OF INFORMATION TECH. | | | ACCOUNTING | <i>AS</i> | 4/7/10 |
| CONTRACTS ANALYST | <i>R67</i> | 4/12/10 | DAS DEPUTY DIRECTOR | <i>ms</i> | 5-26-10 |
| CONTRACTS CHIEF | <i>Jhr</i> | 4/21/10 | BUDGETS OFFICE: <i>RD 4/21/10</i> | <i>MS</i> | 4/8 |

AGREEMENT SUMMARY

STD 215 (Rev 4/2002)

| | |
|--------------------------------|------------------|
| AGREEMENT NUMBER 09-122-250 | AMENDMENT NUMBER |
|--------------------------------|------------------|

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

| | |
|--|--------------------------------------|
| 1. CONTRACTOR'S NAME The Regents of the University of California, Davis | 2. FEDERAL I.D. NUMBER 94-6036464 |
|--|--------------------------------------|

| | | |
|---|---|----------------------------------|
| 3. AGENCY TRANSMITTING AGREEMENT State Water Resources Control Board | 4. DIVISION, BUREAU, OR OTHER UNIT Division of Water Quality | 5. AGENCY BILLING CODE 079250 |
|---|---|----------------------------------|

6. NAME AND TELEPHONE NUMBER OF CONTRACT ANALYST FOR QUESTIONS REGARDING THIS AGREEMENT
Randal G. Indvik (916) 324-6341 email: RIndvik@waterboards.ca.gov

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?
 NO YES (If YES, enter prior contractor name and Agreement Number)

8. BRIEF DESCRIPTION OF SERVICES - LIMIT 72 CHARACTERS INCLUDING PUNCTUATION AND SPACES
Implementation of Senate Bill X2 1. Tulare Lake Basin and Salinas Valley Nitrate Pilot Projects

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)
Senate Bill 2X1 (SB X2 1) added Sections 83000 and 83002.5 to the Water Code. These sections require the State Water Board develop pilot projects, with a focus on nitrate contamination, for the Tulare Lake Basin and the Salinas Valley. The project objectives are to improve understanding of the causes of groundwater contamination, identify potential remediation solutions and funding sources to recover costs expended by the state for the purposes of this section to clean up or treat groundwater, and ensure the provision of safe drinking water to all communities. Senate Bill 2X1, requires the State Water Board to prepare and submit a report to the Legislature on the scope and findings of the pilot projects, including recommendations, within two years of receiving funding. This contract is necessary for the State Water Board to meet this mandate. SWRCB Resolution 2009-0049 Attached.

10. PAYMENT TERMS (More than one may apply.)
 MONTHLY FLAT RATE QUARTERLY ONE -TIME PAYMENT PROGRESS PAYMENT
 ITEMIZED INVOICE WITHHOLD _____ % ADVANCED PAYMENT NOT TO EXCEED
 REIMBURSEMENT/REVENUE \$ _____ or _____ %
 OTHER (Explain) Monthly

| 11. PROJECTED EXPENDITURES FUND TITLE | ITEM | F.Y. | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|--|---------------|-------|---------|---------|------------------------|
| USTCF | 3940-001-0439 | 09/10 | 1 | 2009 | \$ 56,210 |
| USTCF | 3940-001-0439 | 10/11 | BA | 2010 | \$1,643,790 |

OBJECT CODE 0250-418.01-15522 **AGREEMENT TOTAL \$ 1,700,000**

OPTIONAL USE Ultimate Fund: 0439 AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 56,210
 I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$

ACCOUNTING OFFICER'S SIGNATURE *SRSarrat* DATE SIGNED 4-19-10 TOTAL AMOUNT ENCUMBERED TO DATE \$ 56,210

| 12. AGREEMENT | TERM | | TOTAL COST OF THIS TRANSACTION | BID, SOLE SOURCE, EXEMPT |
|-----------------|----------|----------|--------------------------------|--------------------------|
| | From | Through | | |
| Original | 06/01/10 | 03/31/13 | \$ 1,700,000 | Exempt |
| Amendment No. 1 | | | | |
| Amendment No. 2 | | | \$ | |
| Amendment No. 3 | | | \$ | |
| TOTAL | | | \$ 1,700,000 | |

(Continue)

AGREEMENT SUMMARY

STD. 215 (Rev 04/2002)

13. BIDDING METHOD USED:

- REQUEST FOR PROPOSAL (RFP) INVITATION FOR BID (IFB) USE OF MASTER SERVICE AGREEMENT
(Attach justification if secondary method is used)
- SOLE SOURCE CONTRACT EXEMPT FROM BIDDING OTHER *(Explain)* **SCM 3.06**
(Attach STD. 821) *(Give authority for exempt status)* **[CSU / UC / CSU Foundation]**

NOTE: *Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached*

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) *(If an amendment, sole source, or exempt, leave blank)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Rates do not exceed those of State employees. The Contractor's rates are set according to State University pay schedule.

17. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- Contracting out is justified based on Government Code 19130(b). Justification for the Agreement is described below.

Justification:

18. FOR AGREEMENTS IN EXCESS OF \$5,000, HAS THE LETTING OF THE AGREEMENT BEEN REPORTED TO THE DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING?

- NO YES N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

- NO YES N/A

20. FOR CONSULTING AGREEMENTS, DID YOU REVIEW ANY CONTRACTOR EVALUATIONS ON FILE WITH THE DGS LEGAL OFFICE?

- NO YES NONE ON FILE N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. CONTRACTOR CERTIFICATION CLAUSES NO YES N/A
- B. STD. 204, VENDOR DATA RECORD NO YES N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

- NO YES N/A

23. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*

- NO *(Explain below)* YES *(If YES complete the following)*

DISABLED VETERAN BUSINESS ENTERPRISES: _____ % OF AGREEMENT

- Good faith effort documentation attached if 3% goal is not reached.
- We have determined that the contractor has made a sincere good faith effort to meet the goal.

Explain:

N/A – CSU or UC campus.

24. IS THIS A SMALL BUSINESS CERTIFIED BY OSBCR?

- NO YES *(Indicate Industry Group)*

SMALL BUSINESS REFERENCE NUMBER

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN ONE YEAR? *(If YES, provide justification)*

- NO YES

Multi-year term for State entity is permitted per SCM 7.80

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

SIGNATURE/TITLE

Olivia Rice, Manager
Contracts Unit

DATE SIGNED

4/2/11

**STATE WATER RESOURCES CONTROL BOARD
RESOLUTION NO. 2009-0049**

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE INTERAGENCY
AGREEMENTS AND CONTRACTS TO IMPLEMENT SENATE BILL X2 1 (SB X2 1)
(PERATA, 2008-WATER CODE SECTION 83002.5)
TULARE LAKE BASIN AND SALINAS VALLEY NITRATE PILOT PROJECTS

WHEREAS:

1. SB X2 1 requires the State Water Resources Control Board (State Water Board) to implement Water Code section 83002.5 to:
 - a) Develop pilot projects in the Tulare Lake Basin and the Salinas Valley focused on nitrate contamination "to improve understanding of the causes of groundwater contamination, identify potential remediation solutions and funding sources to recover costs expended by the state for the purposes of this section to clean up or treat groundwater, and ensure the provision of safe drinking water to all communities"; and
 - b) Submit a report to the Legislature reporting on findings and recommendations within two years after the funding is received by the State Water Board.
2. Funding in the amount of \$2 million from Proposition 84 is identified in Water Code section 83002(b)(2)(D) to implement Water Code section 83002.5, and expenditure authority for contracts in the amount of \$1.7 million are included in the Governor's Budget for Fiscal Year 2009-10.

THEREFORE BE IT RESOLVED THAT:

The State Water Board authorizes the Executive Director or designee to enter into and amend as necessary:

1. An interagency agreement with the California Department of Public Health for reimbursement of up to \$2 million; and

2. Any contracts for activities necessary to implement Water Code section 83002.5) up to \$1.7 million.

CERTIFICATION

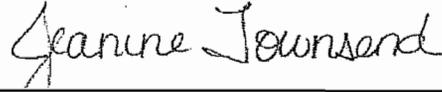
The undersigned Clerk to the Board does hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a meeting of the State Water Resources Control Board held on June 16, 2009.

AYE: Chairman Charles R. Hoppin
Vice Chair Frances Spivy-Weber
Board Member Arthur G. Baggett, Jr.
Board Member Tam M. Doduc

NAY: None

ABSENT: None

ABSTAIN: None



Jeanine Townsend
Clerk to the Board

| |
|---------------------------------------|
| AGREEMENT NUMBER 09-122-250 |
| REGISTRATION NUMBER |

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

| | |
|--|---|
| <small>STATE AGENCY'S NAME</small> | <small>(Also referred to as SWRCB or the State)</small> |
| State Water Resources Control Board | |
| <small>CONTRACTOR'S NAME</small> | <small>(Also referred to as Contractor)</small> |
| The Regents of the University of California, Davis | |
- The term of this Agreement is: ****06/1/2010** **03/31/2013**
- The maximum amount of this Agreement is: **\$1,700,000**
 One Million Seven Hundred Thousand Dollars.
- 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 | 6 pages |
| Exhibit B – Budget Detail and Payment Provisions | 5 pages |
| Exhibit B, Attachment I – Budget | 4 page |
| Exhibit C* - General Terms and Conditions | <u>GIA 101</u> |
| Exhibit D – Additional Provisions | 4 pages |

******(Contract effective upon contract start date or approval by DGS, whichever is later, and no work shall begin before contract effective date.)

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 www.ols.dgs.ca.gov/Standard+Language*

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

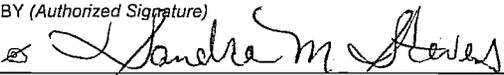
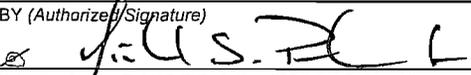
| | | |
|--|---|--|
| CONTRACTOR | | California Department of General Services Use Only GUX |
| <small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> The Regents of the University of California, Davis | | |
| <small>BY (Authorized Signature)</small>  | <small>DATE SIGNED (Do not type)</small> 5/12/10 | |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Sandra M. Stevens Associate Director, Sponsored Programs <i>ap</i> | | |
| <small>ADDRESS</small> 1850 Research Park Drive, Suite 300 Davis, CA 95618 | | <div style="border: 1px solid black; padding: 10px; text-align: center;"> APPROVED <div style="border: 1px solid black; padding: 5px; margin: 5px auto; width: 80%;"> JUN 10 2010 </div> DEPT OF GENERAL SERVICES </div>  |
| STATE OF CALIFORNIA | | |
| <small>AGENCY NAME</small> State Water Resources Control Board | | |
| <small>BY (Authorized Signature)</small>  | <small>DATE SIGNED (Do not type)</small> 5-26-10 | |
| <small>PRINTED NAME AND TITLE OF PERSON SIGNING</small> Esteban Almanza, Deputy Director, Division of Administrative Services | | |
| <small>ADDRESS</small> 1001 I Street, 18 th Floor, Sacramento, CA 95814 | | |

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the State Water Resources Control Board (State Water Board) work described herein:

Contractor shall identify sources of groundwater contamination due to nitrate in Tulare Lake Basin and Salinas Valley (pilot project basins). Contractor will estimate proportionate nitrate contributions to groundwater contamination by sources and category of discharger. Contractor will identify and analyze options to reduce current nitrate levels and prevent continuing nitrate contamination of the pilot project basins, including estimating associated costs.

2. Project Representatives

A. The project representatives during the term of this agreement will be:

| | |
|--|---|
| State Water Resources Control Board | The Regents of the University of California, University of California, Davis |
| Lisa Babcock Contract Manager | Thomas Harter, Project Director |
| Telephone: (916) 341-5687 | Telephone : (530) 752-2709 |
| Fax: (916) 341-5709 | Fax: |
| E-mail: lbabcock@waterboards.ca.gov | E-mail: thharter@ucdavis.edu |

B. Direct all inquiries to:

| | |
|--|--|
| State Water Board | The Regents of the University of California, University of California, Davis |
| Division of Water Quality | Section/Unit: Sponsored Programs Office |
| Attention: Marco Meza, Contract Contact | Attention: Ahmad Hakim-Elahi, PhD, JD Administrative Representative |
| 1001 I Street, 16th Floor Sacramento, CA 95814 | 1850 Research Park Dr. Suite 300 University of California Davis, CA 95618-6153 |
| Telephone: (916) 341-5821 | Telephone: (530) 754-7700 |
| Fax: (916) 341-5709 | Fax: |
| E-mail: momeza@waterboards.ca.gov | E-mail: awards@ucdavis.edu |

C. Either party may make changes to the contact information above by giving ten (10) days written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
Scope of Work

3. Scope and Objectives

Senate Bill 2X1 (SB 2X1), section 83002.5, requires the State Water Board, in consultation with other agencies, to develop pilot projects in the Tulare Lake Basin and the Salinas Valley that focus on nitrate contamination. The objectives of the work to be conducted within the pilot project basins by UCD are:

- Identify source(s) of nitrate contamination in groundwater
- Estimate proportionate nitrate contributions to groundwater by source and category of discharger
- Identify and analyze options for reducing and preventing nitrate contamination of groundwater
- Identify costs associated with the identified options for reducing and preventing nitrate contamination of groundwater

Services to be Performed

The Contractor shall be responsible for the performance of tasks as set forth herein, and for the preparation of products as specified in this Exhibit. The Contractor's Project Director shall promptly notify the State Water Board's Contract Manager of events or proposed changes that could affect the scope, budget, or schedule of work performed under this Agreement. All deliverables shall be provided to the State Water Board Contract Manager.

Task 1 Project Management and Administration

- 1.1 Provide project management and administrative services as needed for contract completion; monitor, supervise, and review all work performed; and coordinate budgeting and scheduling to assure the contract is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
- 1.2 Produce summary progress reports on a semi-annual basis as described in Section 5 of this scope of work. The progress reports will describe status of progress of tasks and problems encountered in the performance of the work under this agreement.
- 1.3 Progress meetings between the Contractor and the State Water Board will be held bi-monthly or more frequently as required for the project. Activities and findings completed to date will be discussed as well as any problems encountered or anticipated for the scope of work under this agreement.
- 1.4 Data collected for the project will be submitted electronically over the Internet to the State Board's GeoTracker system in conformance with data dictionaries found in Title 27, Division 3, Subdivision 2 and specifications contained in the EDF Guidelines and Restrictions (version 1.2i) and Survey XYZ Guidelines and Restrictions (Version 6).

Exhibit A
Scope of Work

These data dictionaries and documents are available through links provide at <http://www.waterboards.ca.gov/ust>.

Task 1 Deliverables

- 1A. Semi-annual summary progress reports to be submitted to State Water Board
- 1B. Quarterly progress meetings
- 1C. Electronic data submittal

Task 2 Identify sources, contributions, and reduction/prevention options for nitrate in groundwater

- 2.1 Identify sources, by category of discharger, of groundwater contamination due to nitrate in the Tulare Lake Basin and the Salinas Valley (pilot project basins). For the Salinas Valley pilot project State Water Board shall consult with the Monterey County Water Resources Agency.
- 2.2 Estimate proportionate contributions to groundwater contamination by source and category of discharger.
- 2.3 Identify and analyze options to reduce current nitrate levels and prevent continuing nitrate contamination of the pilot project basins and estimate the costs.

Task 2 Deliverables

- 2A. The report outlined in Task 7 will include a description of the work performed and a summary of the findings from Task 2.

Task 3 Identify methods and costs associated with treatment or alternative water supply for nitrate contaminated groundwater

- 3.1 Identify methods and costs associated with the treatment of nitrate contaminated groundwater for use as drinking water.
- 3.2 Identify methods and costs to provide an alternative water supply to groundwater reliant communities in each pilot project basin.

Task 3 Deliverables

- 3.A The report outlined in Task 7 will include a description of the work performed and a summary of the findings from Task 3.

Task 4 Identify all potential funding sources including, but not limited to, state bond funding, federal funds, water rates, and fees or fines on polluters

- 4.1 Identify funding sources to provide resources for the cleanup of nitrate in groundwater.
- 4.2 Identify funding sources to provide resources for the treatment of nitrate in groundwater.

Exhibit A
Scope of Work

- 4.3 Identify funding sources to provide resources for the provision of alternative drinking water supply of nitrate in groundwater.

Task 4 Deliverables

- 4.A The report outlined in Task 7 will include a description of the work performed and a summary of the findings from Task 4.

Task 5 Develop recommendations for groundwater cleanup programs

- 5.1 Identify recommendations for developing a groundwater cleanup program for the Central Valley Water Quality Control Region based upon pilot project results.
- 5.2 Identify recommendations for developing a groundwater cleanup program for the Central Coast Water Quality Control Region based upon pilot project results.

Task 5 Deliverables

- 5A. The report outlined in Task 7 will include a description of the work performed and a summary of the findings from Task 5.

Task 6 Participate in an interagency task force

- 6.1 The University of California Davis will participate in the Interagency task force that includes the; State Water Board, California Department of Public Health, Department of Toxic Substances Control, California Environmental Protection Agency, Department of Water Resources, Department of Food and Agriculture, Department of Pesticide Regulation, and local public health officials.

Task 6 Deliverables

- 6A. Participate and contribute researched findings with the interagency task force.

TASK 7 Scope of Work and Findings Report

- 7.1 After Tasks 2 through 6 have been completed, Contractor will submit a report to the State Water Board that summarizes the scope of work performed and findings of all work conducted under this contract as outlined in Section 5 of this scope of work.

Task 7 – Deliverables

- 7A. Scope of Work and Findings Report

Exhibit A
Scope of Work

4. Schedule of Deliverable Due Dates

| TASK # | DELIVERABLES | ESTIMATED DUE DATE |
|---------------|---|--|
| 1A | Semi-annual Progress Reports | Nov 1, 2010, May 1, Nov 30, 2011 |
| 1B | Quarterly progress meetings | June 1, Sept 1, Dec 1, 2010; Mar 1, June 1, Sept 1, Dec 1, 2011; |
| 1C | Electronic data submittal | Ongoing |
| 2A | Draft Chapter on Task 2 scope | Sept 1, 2011 |
| 3A | Draft Chapter on Task 3 scope | Sept 1, 2011 |
| 4A | Draft Chapter on Task 4 scope | Sept 1, 2011 |
| 5A | Draft Chapter on Task 5 scope | Sept 1, 2011 |
| 6A | Participation in interagency task force and stakeholder process | Ongoing |
| 7A | Scope of Work and Findings Report | Dec 1, 2011 |
| 7B | Summary of Final Products | Mar 1, 2013 |

5. Reports

- A. The Project Director shall provide progress reports to the Project Coordinator describing status of progress of tasks and any problems that affect product delivery for this agreement. Project progress reports will be submitted to the State Water Board as provided in Section 4 of this scope of work.
- B. No later than September 1, 2011 the Project Director shall submit to the Contract Manager one (1) copy of the draft chapters for the "Report for State Water Board Report to Legislature" that incorporates the Task 2, 3, 4, and 5 deliverables from the work performed pursuant to Section 3 of this Exhibit A for review and comment.
- C. Within four (4) weeks of receipt of the draft report, the Contract Manager shall submit final comments to the Project Director.
- D. No later than December 1, 2011, the Project Director shall submit to the Contract Manager one (1) reproducible master of the final "Report for State Water Board Report

Exhibit A
Scope of Work

to Legislature” that includes the challenges overcome and recommendations for future studies as well as addressing the comments submitted to the Project Director by the Contract Manager on the draft chapters.

- E. The report shall not be considered final until accepted by the Contract Manager.
- F. No later than March 1, 2013, the Project Director shall submit to the Contract Manager a report “Summary of Final Products” that lists final product deliverables resulting from the work performed pursuant to Section 3 of this Exhibit A

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered in accordance with Exhibit A, Statement of Work, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Marco Meza
Division of Water Quality
State Water Resources Control Board
P.O. Box 100
Sacramento, CA 95812-0100

- C. Invoices shall:
 - 1) Be prepared on agency letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 - 2) Bear the Contractor's name as shown on this Agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the State Water Board.

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, the State 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, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Budget Flexibility Clause

- A. Subject to the prior review and approval of the Contract Manager, line item shifts of up to \$25,000 or 10% of the annual Agreement total, whichever is less, may be made up to

Exhibit B
Budget Detail and Payment Provisions

a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the Agreement.

- B. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect, Overhead or General Expense line items are prohibited.
- C. Line item shifts may be proposed/requested by either the State Water Board or the Contractor in writing, and must not increase or decrease the total Agreement amount allocated. Any line item shifts must be approved in writing by the Deputy Director of Water Quality or his/her designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in the Agreement folder.
- D. If the Agreement is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

4. Payment

- A. Costs under this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Unless otherwise negotiated and specified herein, nothing shall preclude advance payments pursuant to Article 1, Chapter 3, Division 3, Title 2 of the Government Code Section 11257 with reimbursement not more frequently than monthly in arrears thereafter. Advance payments are subject to the conditions specified herein.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:
 - 1) \$1,700,000 for the budget period of 6/1/10 or DGS approval to 3/31/13
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the State fiscal year in which services are performed and/or goods are received.

7. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days (change to 30 days if grant or appropriation expires 6/30) following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Contract Manager. Said invoice should be clearly marked

Exhibit B
Budget Detail and Payment Provisions

"Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written approval shall be sought from the Contract Manager prior to the expiration or termination date of this Agreement.

8. Expense Allowability/Fiscal Documentation

- A. Invoices received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. The Contractor shall maintain for review and audit and supply to the State Water Board upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.
- E. Costs and/or expenses deemed unallowable are subject to recovery by the State Water Board. See provision 9 in this exhibit entitled, "Recovery of Overpayments" for more information.

9. Recovery of Overpayments

- A. The Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money

Exhibit B
Budget Detail and Payment Provisions

Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

10. Travel and Per Diem Reimbursement

For Universities Only - Travel and per diem reimbursement shall be in accordance with University travel regulations and rates. Reimbursement for out-of-state travel requires prior written authorization by the State Water Board Project Director who may either approve said travel in a budget exhibit or issue a letter of approval if such travel was not previously specified in an approved budget. A copy of the Contractor's approved travel rates shall be provided to the State Water Board upon request.

11. Subcontract Requirements

As a requirement of this Agreement (and any amendments thereto), subcontracting is limited to \$50,000 or 25% of the total contract, whichever is less. If the total of all subcontracts exceeds the limitation, all subcontracts must be in accordance with the following conditions:

- A. Subcontracted service(s) must be selected by the primary contractor pursuant to a bidding process requiring at least three bids from responsible bidders. A bidding process is not required when a subcontractor(s) is one of the following entities:

Entities excluded from bidding:

- 1) Another state entity, including:
 - a) A governmental agency from any state (Public Contract Code § 10340)
 - b) A state college or state university from any state
- 2) A local governmental entity or agency, including those created as a Joint Powers Authority (JPA)
- 3) An auxiliary organization of the California State University (CSU), or a California community college
- 4) The Federal Government
- 5) A foundation organized to support the Board of Governors of the California Community Colleges, or
- 6) An auxiliary organization of the Student Aid Commission established under Education Code § 69522.

Exhibit B
Budget Detail and Payment Provisions

- B. By signing this Agreement, the Contractor is certifying selection of a non-excluded subcontractor(s) was pursuant to a bidding process requiring at least three bids from responsible bidders.
- C. In the event subcontracted service(s) cannot be selected through the bidding process as described in paragraph A above, the contractor then must submit to the State Water Board, in advance, name(s) of the subcontractor(s), services being provided, an explanation outlining the subcontractor(s) unique qualifications that qualified them to be selected through a non-competitive bid process, and the number of contracts awarded to them by the primary contractor in the last twelve months.

In this occurrence, the State Water Board must, in accordance with State guidelines, obtain approval that the primary Contractor's selection of the particular subcontractor(s) without competitive bidding was necessary in order to promote the State Water Board's program needs and was not done for the purpose of circumventing competitive bidding requirements (Public Contract Code § 10410).

- D. The State Water Board will only pay overhead charges on the first \$25,000 for each subcontract.

Exhibit B Attachment I
Budget
FY 09/10
(6/1/2010 through 6/30/2010)

Personnel

| <u>Position Title</u> | <u>Hourly Rate</u> | <u># of Hours</u> | | |
|--------------------------------|--------------------|-------------------|-------------------------|----------------------|
| Analyst III 2.5 py | \$28.74 | 435 | \$ | 12,502 |
| Junior Specialist 6.25 py | \$16.13 | 1088 | | <u>17,549</u> |
| Total Hours, Salary, and Wages | | 1523 | | 30,051 |
| Total Fringe Benefits @ 40% | | | | <u>12,020</u> |
| Total Personal Services | | | \$ | <u>42,071</u> |
| Operating Expenses * | | | \$ | 1,245 |
| Travel | | | \$ | 1,652 |
| Indirect costs @ 25%** | | | \$ | 11,242 |
| | | | Total - FY 09/10 | \$ 56,210 |

* Expenses such as Supplies, rental and mileage for use of University Fleet vehicles are posted to the University ledgers as "Supplies and Expense."

**The 25% IDC requested under this Contract, includes Facilities Operation, General Administration and Program Administration.

Exhibit B Attachment I
Budget
FY 10/11
(7/1/2010 through 6/30/2011)

Personnel

| Position Title | Hourly Rate | # of Hours | |
|--------------------------------|--------------------|-------------------|------------------------------------|
| Analyst III 2.5 py | \$28.74 | 5219 | \$ 149,994 |
| Junior Specialist 6.25 py | \$16.13 | 13047 | <u>210,448</u> |
| Total Hours, Salary, and Wages | | 18266 | 360,442 |
| Total Fringe Benefits @ 40% | | | <u>144,180</u> |
| Total Personal Services | | | \$ <u>504,622</u> |
| Operating Expenses * | | | \$ 13,637 |
| Travel | | | \$ 22,248 |
| Indirect costs @ 25% ** | | | \$ 135,127 |
| | | | Total - FY 10/11 \$ 675,634 |

* Expenses such as Supplies, rental and mileage for use of University Fleet vehicles are posted to the University ledgers as "Supplies and Expense."

* The 25% IDC requested under this Contract, includes Facilities Operation, General Administration and Program Administration.

Exhibit B Attachment I
Budget
FY 11/12
(7/1/2011 through 6/30/2012)

Personnel

| <u>Position Title</u> | <u>Hourly Rate</u> | <u># of Hours</u> | | |
|--------------------------------|--------------------|-------------------|----------------------------|-----------------------|
| Analyst III 2 py | \$29.60 | 4176 | \$ | 123,610 |
| Junior Specialist 5.75 py | \$16.61 | 12006 | | <u>199,420</u> |
| Total Hours, Salary, and Wages | | 16182 | | 323,030 |
| Total Fringe Benefits @ 40% | | | | <u>129,212</u> |
| Total Personal Services | | | \$ | <u>452,242</u> |
| Operating Expenses * | | | \$ | 13,543 |
| Travel | | | \$ | 22,472 |
| Indirect costs @ 25% ** | | | \$ | 122,064 |
| | | | Total - FY 11/12 \$ | 610,321 |

* Expenses such as Supplies, rental and mileage for use of University Fleet vehicles are posted to the University ledgers as "Supplies and Expense."

* The 25% IDC requested under this Contract, includes Facilities Operation, General Administration and Program Administration.

Exhibit B Attachment I
Budget
FY 12/13
(7/1/2012 through 3/31/2013)

Personnel

| Position Title | | Hourly Rate | # of Hours | | |
|--------------------------------|---------|--------------------|-------------------|----|-----------------------|
| Analyst III | 1.25 py | \$30.49 | 2610 | \$ | 79,578 |
| Junior Specialist | 3 py | \$17.11 | 6264 | | <u>107,177</u> |
| Total Hours, Salary, and Wages | | | 8874 | | 186,755 |
| Total Fringe Benefits @ 40% | | | | | <u>74,702</u> |
| Total Personal Services | | | | \$ | <u>261,457</u> |
| Operating Expenses * | | | | \$ | 9,122 |
| Travel | | | | \$ | 15,678 |
| Indirect costs @ 25% ** | | | | \$ | 71,564 |
| Total - FY 12/13 | | | | \$ | 357,821 |

* Expenses such as Supplies, rental and mileage for use of University Fleet vehicles are posted to the University ledgers as "Supplies and Expense."

* The 25% IDC requested under this Contract, includes Facilities Operation, General Administration and Program Administration.

Exhibit D
Additional Provisions

1. Contract Amendments

Should either party, during the term of this Agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and, after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by both parties and the Department of General Services, if such approval is required.

2. Cancellation / Termination

- a. This Agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- b. Upon receipt of a notice of termination or cancellation from the State Water Board, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Agreement costs.
- c. The Contractor shall be entitled to payment for all allowable costs authorized under this Agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

3. Dispute Resolution Process

A Contractor grievance exists whenever there is a dispute arising from the State Water Board action in the administration of an agreement. If there is a dispute or grievance between the Contractor and the State Water Board, the Contractor must seek resolution using the process outlined below.

- a. Any dispute arising under or relating to the terms of this Agreement, or related to the performance hereunder, which is not disposed of by Agreement shall be decided by the State Water Board's Project Representative, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Project Representative shall be final and conclusive unless, within fifteen (15) calendar days from the date of receipt of such copy, the Contractor mails or otherwise delivers a written appeal to the Executive Director. The decision of the Executive Director or authorized representative, on such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by any substantial evidence. In connection with any appeal under this Section, the Contractor shall be afforded an opportunity to be heard and to offer evidence and argument in support of the appeal. Pending final

Exhibit D
Additional Provisions

decision on any dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement work as directed by the Project Representative unless the Contractor has received notice of termination. Decisions on any disputes hereunder may include decisions of both fact and law; provided, however, that nothing herein shall be construed as making final any decision on a question of fact or law in the event of any subsequent legal proceeding before a court of competent jurisdiction.

- b. Authority to terminate performance under the terms of this Agreement is not subject to appeal under this Section. All other issues including, but not limited to, the amount of any equitable adjustment, and the amount of any compensation or reimbursement which should be paid to the Contractor shall be Subject to the disputes process under this Section. (PCC 10240.5, 10381, 22200 et seq, 40 CFR 31.70)

4. Mutual Indemnification

- a. The State Water Board and the Contractor shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either the State Water Board or the Regents of the University of California.
- b. It should be expressly understood that the obligations hereunder shall be conditioned upon this Agreement being one that falls within the purview of Section 895 of the Government Code.

5. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this

Exhibit D
Additional Provisions

Agreement or authorized by the affected individual, any such identifying information to anyone other than the State Water Board without prior written authorization from the Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

6. Avoidance of Conflicts of Interest by Contractor

- a. The State Water Board intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the State Water Board reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest under this Agreement; and if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the State Water Board review and prior approval.
- b. Conflicts of interest include, but are not limited to:
 - 1. An instance where the Contractor or any of its subcontractors, or any employees, officers, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under this Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this Agreement.
 - 2. An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- c. If the State Water Board is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest under this Agreement will have five (5) working days from the date of notification of the conflict by the State Water Board to provide complete information regarding the suspected conflict. If a conflict of interest under this Agreement is determined to exist by the State Water Board and cannot be resolved to the satisfaction of the State Water Board, the conflict will be grounds for terminating this Agreement. The State Water Board may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

7. Audit and Inspections

- a. The Contractor, as indicated below, agrees to obtain one of the following audit:
 - 1) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations".
- b. The State and the funding agency, if any, may examine and audit all of Contractor's financial books, documents, and materials relating to this agreement, and Contractor agrees to preserve and make them available for three (3) years after final payment.

8. Documents, Publications and Written Reports

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by non-employees of the State exceeds \$5,000.

9. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact.