

RPAC Research Policy Analysis & Coordination

Office of Research & Graduate Studies
University of California, Office of the President

Memo

Operating Guidance

No. 08-10, Supplement 2

September 20, 2011

To: Contract & Grant Officers
Extramural Fund Managers

Subject: Caltrans On-Call Agreement #22A0486, Amendment A02

The subject Amendment attached to this Memo amends the California Department of Transportation (Caltrans) Master On-Call Agreement No. 22A0486. The changes made by this Amendment are listed below.

Standard Form 213, Exhibit C

The update to the State's Interagency General Terms and Conditions (GIA 610) has been incorporated into the On-Call Agreement. The GIA 610 can be found on the Department of General Services web site at www.dgs.ca.gov/Default.aspx?alias=www.dgs.ca.gov/ols (click on the Standard Contract Language drop down menu) and attached to this memo.

In addition to the standard terms in the GIA 610, Caltrans has included a clarification to item #2. *Audit* in the GIA regarding audit results. This additional language provides a reminder that "In the event the State's audit reveals that UC's actual costs were less than UC's invoicing under the contract, UC will reimburse the State for the difference between UC's invoicing and the actual costs incurred by UC."

Exhibit A – Scope of Work

The period of the On-Call Agreement has been extended by one year. The new end date is October 31, 2012. Therefore, the end date for a given Technical Agreement or Task Order (TA/TO) issued under the On-Call Agreement cannot extend beyond October 31, 2012. We anticipate that the AB20 Model Agreement will be implemented in the coming year, in which case any TA/TO that needs to be extended beyond October 31, 2012 will be awarded under the terms of the new AB20 model agreement. Unexpended balances as of October 31, 2012 will need to be returned to Caltrans and a new award will need to be issued if the project is to continue.

Exhibit B, Item 1 – Invoicing, Paragraph B

Please note that these changes are retroactive for any invoices not yet submitted and all invoices going forward must comply with the requirements set forth below.

Invoices can continue to be made based upon the standard line item budget. In addition, a copy of the Standard Detail Ledger Report and a detailed payroll expense report must be included with the invoice. This latter report should include the personnel paid and the time worked as percent effort (or hours only if applicable to the position) on the TA/TO during the invoicing period.

The Principal Investigator (PI) is required to endorse the invoice, Standard Detail Ledger Report and a detailed payroll expense report (Invoice Package) with the following statement:

I have reviewed the expenditure detail for these accounts to determine the allowability of these charges to this project and certify that the salaries and wages included on these reports is an accurate representation of the actual time worked.

The endorsed Invoice Package must then be transmitted by the PI to the Caltrans Program Manager for approval. Please note the following:

1. The Extramural Funds Accounting Offices (EMF) will need to insert the certification language above and a signature line for the PI in all invoices for TA/TOs under the On-Call Agreement.
2. An Invoice Package that is not yet endorsed by the PI will be sent by EFM to Caltrans directly using the procedure that has been established for that TA/TO. However, Caltrans will not pay the invoice until the PI's endorsement has been received. We recommend that the EFM offices continue to invoice Caltrans directly and send a copy to the PI on the project for the PI's endorsement at the same time.
3. Caltrans will accept the PI endorsed Invoice Package sent hard copy or by email. However, the certification language and PI signature must be on the Invoice Package itself and not in the body of the email message. Further, Caltrans has stated that a certified digital signature (such as one that can be generated in Adobe Acrobat) must be on electronic submissions. [Please see the email from F. Negri dated May 20, 2011 attached.]
4. We recommend that the PI be instructed to send a copy of the endorsed Invoice Package to EMF, should there be questioned costs or difficulties in receiving payment.

Exhibit B, Item 4 Payment, Paragraph D

Caltrans has agreed to accept proposal budgets and pay invoices based upon percent effort. However, supporting documentation that substantiates actual costs/effort must be retained and maintained at the department level. This supporting documentation can include, though is not limited to, timesheets, calendar entries, etc, but should be in a consistent format and maintained on a routine basis.

Exhibit B, Item 9 Equipment Provisions, Section A

Items 6 and 7 of Section A have been deleted entirely and Item 5 has now been replaced with the equipment citation from the [State Contracting Manual \(SCM\)](#). [Please see SCM Section 7.29 *Equipment Purchases* attached.]

SCM 7.29 makes the following changes to the On-Call Agreement:

1. Title to equipment vests with the State and the disposition of the equipment at the termination of a TA/TO is limited to either the return of the equipment to the State or State authorization to use the equipment in the performance of another agreement or contract. Previously, UC had the option to buy the equipment back at fair market value. So our options for equipment disposition have decreased. Per SCM 7.29, the disposition of equipment would be determined by Caltrans as part of the closeout process.

2. Previously, a copy of the equipment inventory record was required to be delivered to Caltrans within six months of the end of each fiscal year. SCM 7.29 requires that the inventory record be submitted only upon request by Caltrans.
3. As before, UC can be required to repair or replace damaged or stolen equipment. In the case of damage, however, Caltrans has agreed to the following definition:

For the purposes of this On-Call Agreement Number 22A0486, "damage" as used in paragraph B of SCM Section 7.29 Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.

Contact:

Andrew Boulter

Andrew.Boulter@ucop.edu

(510) 987-9840



Wendy D. Streitz
Executive Director
Research Policy Analysis & Coordination

Attachments: GIA-610
Amendment A02 to On-Call Agreement No. 22A0486
F. Negri email dated May 20, 2011
SCM 7.29 Equipment Purchases

GIA-610

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.
9. **NON-PAYMENT OF INVOICES – FUND TRANSACTION REQUEST:** In accordance with Government Code Section 11255, the parties agree that when an invoice is not paid by the requested due date to the Contractor (agency providing the service) and the invoice is not disputed by the contracting Department (agency receiving the service), Contractor may send the contracting Department a 30-day notice that it intends to initiate a transfer of funds through a Transaction Request sent to the State Controller's Office. To facilitate a Transaction Request should one be needed, the contracting Department shall no later than 10 business days following execution of this agreement provide data to the Contractor for the appropriation to be charged including: fund number, organization code, fiscal year, reference, category or program, and, if applicable, element, component, and task.

From: "Francesca Negri" <francesca_negri@dot.ca.gov>
To: "Andrew Boulter" <Andrew.Boulter@ucop.edu>
Cc: "Cris Rojas" <cris_rojas@dot.ca.gov>; "Wendy Streitz" <Wendy.Streitz@ucop.edu>
Sent: Friday, May 20, 2011 10:37 AM
Subject: RE: Follow Up to May 6 Discussion

Andrew,

Thank you for your patience. We agree to accept an electronic signature to verify the Payroll Expense Reports and Ledgers. We're finalizing the Amendment now and will be sending it to you for review and approval.

Thank you for your partnership and diligence in working through these issues. Please call me if you have any questions. Thanks, and have a great weekend. - - Francesca

Francesca Negri, Chief
Division of Procurement and Contracts
Department of Transportation

1727 30th Street Sacramento, CA 95816
Office: 916.227.6100 Cell: 916.709.3636.

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Andrew Boulter <Andrew.Boulter@ucop.edu>

05/17/2011 11:48 AM

To Francesca Negri <francesca_negri@dot.ca.gov>
cc Cris Rojas <cris_rojas@dot.ca.gov>, Wendy Streitz
<Wendy.Streitz@ucop.edu>
Subject RE: Follow Up to May 6 Discussion

Francesca –

Thanks a bunch. I hope this addresses your needs. (And as a personal endorsement, I did use this form of digital signature as binding on contracts, when I was working on the San Francisco campus.)

-- Andrew

Andrew C. Boulter
Research Policy Manager
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Office of Research & Graduate Studies
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1111 Franklin Street, Fifth Floor
Oakland, CA 94607-5200

phone: (510) 987-9840

fax: (510) 587-6091

From: Francesca Negri [mailto:francesca_negri@dot.ca.gov]

Sent: Tuesday, May 17, 2011 11:34 AM
To: Andrew Boulter
Cc: Cris Rojas; Wendy Streitz
Subject: RE: Follow Up to May 6 Discussion

Thanks, Andrew. I'll take a look at it immediately and will forward to Legal as well. I'll get back to you by cob today.

Francesca Negri, Chief
Division of Procurement and Contracts
Department of Transportation
 1727 30th Street Sacramento, CA 95816
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Andrew Boulter <Andrew.Boulter@ucop.edu>

05/17/2011 09:29 AM

To Francesca Negri <francesca_negri@dot.ca.gov>

cc Cris Rojas <cris_rojas@dot.ca.gov>, Wendy Streitz <Wendy.Streitz@ucop.edu>

Subject RE: Follow Up to May 6 Discussion

Francesca –

Here's a link (http://help.adobe.com/en_US/Acrobat/9.0/Standard/WS58a04a822e3e50102bd615109794195ff-7d4a.w.html) to Adobe Acrobat's explanation of the digital signature function in their product. (I'm sure there are other products out there with this functionality, but this is the one I'm familiar with.) In essence, the program can embed the signature into a PDF document and then saves that document so that the signature is a permanent part of the document. What I like about this particular program is that the signature block can be customized to include specific text and in this case that text could be the PI's certification language that you are proposing.

I hope this helps.

-- Andrew

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From: Francesca Negri [mailto:francesca_negri@dot.ca.gov]

Sent: Friday, May 13, 2011 5:01 PM

To: Andrew Boulter

Cc: Cris Rojas; Wendy Streitz

Subject: RE: Follow Up to May 6 Discussion

Hi Andrew,

Thank you for the prompt response. Can you clarify for us how the signature can be authenticated digitally (does the user have to provide a code in Adobe)?

I apologize for our lack of knowledge on this subject. Most of the processes I've been involved with have required a wet signature. Nevertheless, I'm open and enthusiastic toward reducing administrative burden if possible and have forwarded the idea to our Legal for review and comment. We're reviewing the applicability of the Uniform Electronic Transactions Act (California Civil Code section 1633 et seq.).

In the meantime, I'll pursue as if we are in agreement, and we will forward the Amendment to 22A0486 to Legal on Monday for review and approval.

I'll follow up with you on Monday. Have a great weekend. - - Francesca

Francesca Negri, Chief

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Department of Transportation

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Andrew Boulter <Andrew.Boulter@ucop.edu>

05/13/2011 11:12 AM

To Francesca Negri <francesca_negri@dot.ca.gov>

cc Cris Rojas <cris_rojas@dot.ca.gov>, Wendy Streitz <Wendy.Streitz@ucop.edu>

Subject RE: Follow Up to May 6 Discussion

Francesca –

Thanks for the note and my apologies for the late reply.

I understand your auditing requirements for the invoice/ledger endorsement. I'd like to suggest another option in an attempt

to address your needs and keep the administrative burden down: could the PI endorse the invoice/ledger with a digital signature. Adobe Acrobat, as an example, provides the option for a digital signature that not only includes the actual signature but a certification that it is legitimate. Would this be a possibility? (And for clarity, the option for a “wet” signature is always open for our investigators. I’d just like to be able to provide them a digital alternative.)

Thanks.

-- Andrew

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Oakland, CA 94607-5200

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fax: (510) 587-6091

From: Francesca Negri [mailto:francesca_negri@dot.ca.gov]

Sent: Friday, May 13, 2011 9:14 AM

To: Andrew Boulter

Cc: Cris Rojas; Wendy Streitz

Subject: RE: Follow Up to May 6 Discussion

Hi Andrew,

We are okay with the and/or language for timesheets and calendar entries. However, for legal and auditing purposes, the certification language must be included on the ledger/payroll expense report. We can have one of our contract managers work with one of your programs to provide an example of how this may easily be accomplished if that would assist. We're okay with the ledger/payroll expense report and invoice being sent to our contract managers via email. In fact, we'd prefer that they all be submitted as one package, either via regular mail or via email.

I'm meeting with our Legal this morning to incorporate these changes into the current Amendment to 22A0486. Please let me know if this is a go, and we'll get the Amendment to you as quickly as possible for signature.

Thanks, Andrew. I've really appreciated our partnership in resolving this situation.

Francesca Negri, Chief
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Andrew Boulter <Andrew.Boulter@ucop.edu>

05/12/2011 04:21 PM

To Francesca Negri <francesca_negri@dot.ca.gov>

cc Wendy Streitz <Wendy.Streitz@ucop.edu>, Cris Rojas <cris_rojas@dot.ca.gov>

11/7/2011

Subject RE: Follow Up to May 6 Discussion

Francesca -

Once again thanks for outlining the results of our phone call last Friday. I've gotten comments back from my campuses and, in the main, your proposals below are acceptable. I would like to request one change and one clarification.

In the disclaimer, can we adjust the last sentence from "...but not be limited to, timesheets ***and*** calendar entries," to "...but not be limited to, timesheets ***and/or*** calendar entries?" I think this change would maximize the flexibility of the back-up retained by the department for the labor charges.

For the endorsement of the invoice-ledger by the PI, can that be placed in the email itself? I am concerned about the level of burden for our PIs if they need to print out the invoice they receive from their accounting office, append the legend you've requested, sign the invoice, scan the newly signed document and email that to the contract or program representative at Caltrans. I would suggest that the legend you've proposed with the PI's concurrence be added to the body of the email that attaches the invoice in question and that be forwarded onto Caltrans.

Please let me know your thoughts. Thanks.

-- Andrew

-----Original Message-----

From: Francesca Negri [mailto:francesca_negri@dot.ca.gov]
Sent: Wednesday, May 11, 2011 4:41 PM
To: Andrew Boulter
Subject: Re: Follow Up to May 6 Discussion

Thanks!

----- Original Message -----

From: Andrew Boulter [Andrew.Boulter@ucop.edu]
Sent: 05/11/2011 11:11 PM GMT
To: Francesca Negri; Wendy Streitz <Wendy.Streitz@ucop.edu>

Cc: Cris Rojas
 Subject: RE: Follow Up to May 6 Discussion

Francesca --

Thanks so much for the note. I'm running this by my campus stakeholders and will be able to get back to you definitively tomorrow afternoon. (I have a meeting in the morning.)

-- Andrew

From: Francesca Negri [francesca_negri@dot.ca.gov]
 Sent: Wednesday, May 11, 2011 12:57 PM
 To: Wendy Streitz; Andrew Boulter
 Cc: Cris Rojas
 Subject: Follow Up to May 6 Discussion

Wendy and Andrew,

Thank you for last Friday's discussion, memorialized below. This language has been approved by our Audits and Investigations and Legal Divisions. Additionally, because the language will require an amendment to Master Agreement 22A0486, I've run this language by the Office of Legal Services in DGS to ensure that they are on board:

1. Regarding the ledger/invoice endorsement, we will accept the detailed payroll expense report and ledger signed by the PI with the following language, "I have reviewed the expenditure detail for these accounts to determine the allowability of these charges to this project and certify that the salaries and wages included on these reports is an accurate representation of actual time worked." This may be submitted parallel to the invoice, although payment of the invoice will not be authorized until Caltrans has had the opportunity to review the invoice, signed ledger and payroll report. We can accept an email with certified ledger, payroll expense report, and invoice attached.

2. We will include in the pending amendment to Master Agreement 22A0486 the following addition to the Audit provision in GIA 610: " State reserves the right to audit, among other items pertinent to this Agreement, costs incurred by UC to determine the actual cost incurred in the performance of this contract for a period of three years from the expiration date. In the event the State's audit reveals that UC's actual costs were less than UC's invoicing under the contract, State may request reimbursement for the difference between UC's invoicing and the actual costs incurred by UC."

3. For the disclaimer language, we will agree to the following, which would also have to be included in the pending amendment:

Caltrans shall pay the University based upon percentage effort with the following caveat: The University must retain supporting documentation, which shall substantiate actual costs and shall be available for review by Caltrans upon request. Supporting documentation shall show actual time worked towards completion of the scope of work (Exhibit A) and may include, but not be limited to, timesheets and calendar entries.

Let me know if you've had the opportunity to review this language with your programs. We're getting toward the end of DPAC's ability to timely process the pending Technical Agreements prior to end of the fiscal year, and if possible, I'd like to expedite the amendment as quickly as possible. Please let me know if you have any questions. Thanks!

Francesca Negri, Chief
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CONTRACTUAL AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER

22A0486

AMENDMENT NUMBER

A02

REGISTRATION NUMBER:

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

STATE AGENCY'S NAME

California Department of Transportation (Department)

CONTRACTOR'S NAME

The Regents of the University of California (Contractor)

2. The term of this

Agreement is **November 1, 2008** through **October 31, 2012**

3. The maximum amount of this
- \$00.00**

Agreement after this amendment is:

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:

Standard 213, Item 2, The term of this Agreement is amended to read as follows:

November 1, 2008 through October 31, 2012

Additional amendment language continued on the following pages.

All other terms and conditions of the original agreement and any amendments shall remain in full force and effect.

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

BY (Authorized Signature)



DATE SIGNED (Do not type)

5/23/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew C. Boulter, Contract & Grant Officer

ADDRESS

1111 Franklin Street, 11th Floor, Oakland, CA 94607**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Transportation

BY (Authorized Signature)



DATE SIGNED (Do not type)

5-25-2011

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Smith, Contract Officer

ADDRESS

**Division of Procurement and Contracts
1727 30th Street, MS #65, Sacramento, CA, 95816**CALIFORNIA
Department of General Services**APPROVED****JUN - 9 2011****DEPT OF GENERAL SERVICES**☐ Exempt per:

Standard 213, Exhibit C, General Terms and Conditions is now amended to read as follows:

Exhibit C – General Terms and Conditions (GIA 610)

Standard 213, Exhibit C, General Terms and Conditions is also amended to include:

State reserves the right to audit, among other items pertinent to this Agreement, costs incurred by UC to determine the actual cost incurred in the performance of this contract for a period of three years from the expiration date. In the event the State's audit reveals that UC's actual costs were less than UC's invoicing under the contract, UC will reimburse the State for the difference between UC's invoicing and the actual costs incurred by UC.

Exhibit A – Scope of Work, Item 5 is amended to now read as follows:

5. This On-Call Agreement shall begin on November 1, 2008, contingent upon approval by the Department of General Services, and expire on October 31, 2012, unless extended by amendment.

Exhibit B, Budget Detail and Payment Provisions, Item 1–Invoicing, Paragraph B is amended to now read as follows:

- B. The Department shall only accept invoices and make payments for achievements toward the completion of deliverables, or percentage of effort toward completion of tasks, as set forth in the schedule provided in the Contractor's proposal, attached and incorporated in to the specific Technical Agreement or Task Order.

Each invoice shall include a detailed payroll expense report and ledger signed by the PI with the following language: "I have reviewed the expenditure detail for these accounts to determine the allowability of these charges to this project and certify that the salaries and wages included on these reports is an accurate representation of actual time worked." Caltrans will accept an email with certified ledger, payroll expense report, and invoice attached.

Exhibit B, Budget Detail and Payment Provisions, Item 4 – Payment , Paragraph D is amended to now read as follows:

- D. The method of payment for Technical Agreements and Task Orders will be based on reimbursement of actual allowable costs. Caltrans shall pay the University based upon percentage effort with the following caveat: The University must retain supporting documentation, which shall substantiate actual costs and shall be available for review by Caltrans upon request. Supporting documentation shall show actual time worked towards completion of the scope of work (Exhibit A) and may include, but not be limited to, timesheets and/or calendar entries.

Exhibit B, Budget Detail and Payment Provisions, Item 9 – Equipment Provisions, Section A General Provisions, Item 5 is revised in its entirety and amended to now read as follows:

5. Equipment purchases shall comply with Department of General Service's State Contracting Manual (SCM) Section 7.29 - Equipment Purchases.

For the purposes of this On-Call Agreement Number 22A0486, "damage" as used in paragraph B of SCM Section 7.29 Equipment Purchases is defined as physical harm that is sustained by the equipment that prevents its functioning as designed or manufactured.

Exhibit B, Item 9 – Equipment Provisions, Section A General Provisions, Items 6 and 7 are deleted in their entirety, and Item 8 and 9 of the original Agreement will be renumbered 6 and 7.

7.29 • EQUIPMENT PURCHASES

(Rev 3/03)

- A. When equipment is purchased or built with state funds as part of the contract the contract must clearly state that title to any equipment purchased or built with state funds will vest in the state. On termination of the contract, the state may:
 - 1. Request such equipment be returned to the state, with costs incurred by the contractor for such return being reimbursed by the state.
 - 2. Authorize the continued use of such equipment for work to be performed under a different agreement or contract.
- B. The state may, at its opinion, repair any damage or replace any lost or stolen items and deduct the cost thereof from the contractor's invoice to the state, or require the contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the state with no expense to the state. In the event of theft, a police report must be filed immediately. (Refer to SAM § 2625)
- C. The contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of a contract. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment. Non-expendable equipment so inventoried are those items of equipment that have a normal life expectancy of one year or more and an approximate unit price of \$5,000 or more. In addition, theft-sensitive items of equipment costing less than \$5,000 should be inventoried. A copy of the inventory record must be submitted to the state on request by the state. (Refer to SAM Section 8600)
- D. Procedures for the handling and accounting of equipment through contracts is the same as that for handling through regular state purchasing.

RPAC Research Policy Analysis & Coordination

Office of Research & Graduate Studies
University of California, Office of the President

Memo

Operating Guidance

No. 08-10, Supplement 3

October 3, 2012

To: Contract & Grant Officers
Extramural Fund Managers

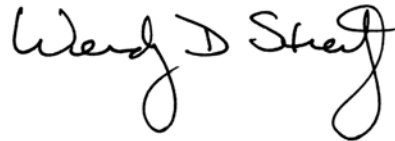
Subject: Caltrans On-Call Agreement #22A0486 Amendment A03

The subject Amendment, attached to this Memo, amends the California Department of Transportation "On-Call" Master Agreement No. 22A0486 to extend the end date of the agreement from October 31, 2012 to September 30, 2015. The period of performance for the On-Call Agreement is now November 1, 2008 – September 30, 2015.

Per the Amendment, new Caltrans Technical Agreements/Task Orders will be issued under the On-Call Agreement until the statewide Master Agreement (negotiated under AB20) is implemented.

Contact:

Andrew Boulter
Andrew.Boulter@ucop.edu
(510) 987-9840



Wendy D. Streit
Executive Director
Research Policy Analysis and Coordination

Attachments: Caltrans On-Call Agreement #22A0486 Amendment A03

CONTRACTUAL AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Page

AGREEMENT NUMBER

AMENDMENT NUMBER

22A0486**A03**

REGISTRATION NUMBER:

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

STATE AGENCY'S NAME

Department of Transportation (Department)

CONTRACTOR'S NAME

The Regents of the University of California (Contractor)

2. The term of this
- November 1, 2008**
- through
- September 30, 2015**
-
- Agreement is:

3. The maximum amount of this
- \$ 0.00**
-
- Agreement after this Amendment is:

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:

The parties hereto mutually agree to amend Contract No. 22A0486, and its Amendments, as follows:

The Department of General Services/Office of Legal Services (DGS/OLS) is currently negotiating a statewide Master Agreement with the UC and CSU. A time extension is necessary until the new Master Contract is in place.

If during the term of this Amendment a new Master Contract is executed, all new Technical Agreements/Task Orders will be executed under the new Master Contract and no new Technical Agreements/Task Orders will be executed under this Agreement.

Exhibit A – Scope of Work, Item 5 is amended to read as follows:

5. This On-Call Agreement shall begin on
- November 1, 2008**
- , contingent upon approval by the Department of General Services, and shall expire on
- September 30, 2015**
- , unless extended by Amendment.

All other terms and conditions of the original Agreement and any Amendments shall remain in full force and effect.

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Andrew C Boulter, Contract & Grant Officer

ADDRESS

**1111 Franklin Street, 11th Floor
Oakland, CA 94607****STATE OF CALIFORNIA**

AGENCY NAME

Department of Transportation

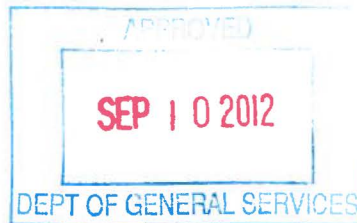
BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Cheryl Smith, Contract Officer

ADDRESS

**Division of Procurement and Contracts
1727 30th Street, MS #65
Sacramento, CA 95816**CALIFORNIA
Department of General Services
Use Only☐ Exempt per: