STATE OF CALIFORNIA

CONTRACTUAL AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
22A0486	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 Agreement after this amendment is: **$00.00**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

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		CALIFORNIA Department of General Services
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)* **The Regents of the University of California**		APPROVED JUN - 9 2011 DEPT OF GENERAL SERVICES Kyates
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		[ ] Exempt per:
ADDRESS Division of Procurement and Contracts 1727 30th Street, MS #65, Sacramento, CA, 95816		

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.