

Contract Amendment

This Second Amendment (Contract) is entered into between the Sacramento Metropolitan Air Quality Management District (SMAQMD), a public agency of the State of California, and TIAX, LLC (Contractor).

Recitals

- 1.1 On July 24, 2003, SMAQMD entered into Contract No. 2003009 with Contractor to perform technical support services.
- 1.2 On June 2, 2004, SMAQMD entered into Amendatory Contract No. 2003009-A to change the Contract Manager and amend the term of the Contract.
- 1.3 SMAQMD would like to amend the Contract to add \$300,000 in congestion mitigation air quality (CMAQ) funds to perform emission benefits modeling and evaluations on approximately 100 mobile source and land use emission control / mitigation measures for the 8-hour State Implementation Plan.
- 1.4 The SMAQMD released a Request for Proposals in January of 2003 for analysis and modeling of emission control measures for the 1-hour SIP.
- 1.5 Contractor responded to the RFP and was awarded a contract to perform the services.
- 1.6 Contractor is qualified by education and experience to perform the services under this Amendment.
- 1.7 Resolution No. \_\_\_\_\_, dated May 25, 2006 authorizes the Air Pollution Control Officer to sign an Amendment on behalf of the SMAQMD with TIAX< LLC for analysis and benefits of emission control measures.
- 1.8 Contractor is ready willing and able to perform the work under this Contract.

2.0 Terms and Conditions

2.1 Exhibit A – Exhibit A will be replaced by Exhibit A1 Amendment.

2.2 Exhibit B – Exhibit B will be replaced by Exhibit B1- Amendment.

2.3 **Reaffirmation**

In all other respects, the above referenced Contract, as amended, will remain in full force and effect.

2.4 **Entire Agreement**

This Contract, as amended, and any attachments hereto, constitutes the entire understanding between the SMAQMD and Contractor concerning the subject matter contained herein.

**Executed**

Sacramento Metropolitan Air  
Quality Management District

TIAX LLC

\_\_\_\_\_  
Air Pollution Control Officer

\_\_\_\_\_  
Michael Jackson  
Associate Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed by

\_\_\_\_\_  
Kathy Pittard  
District Counsel

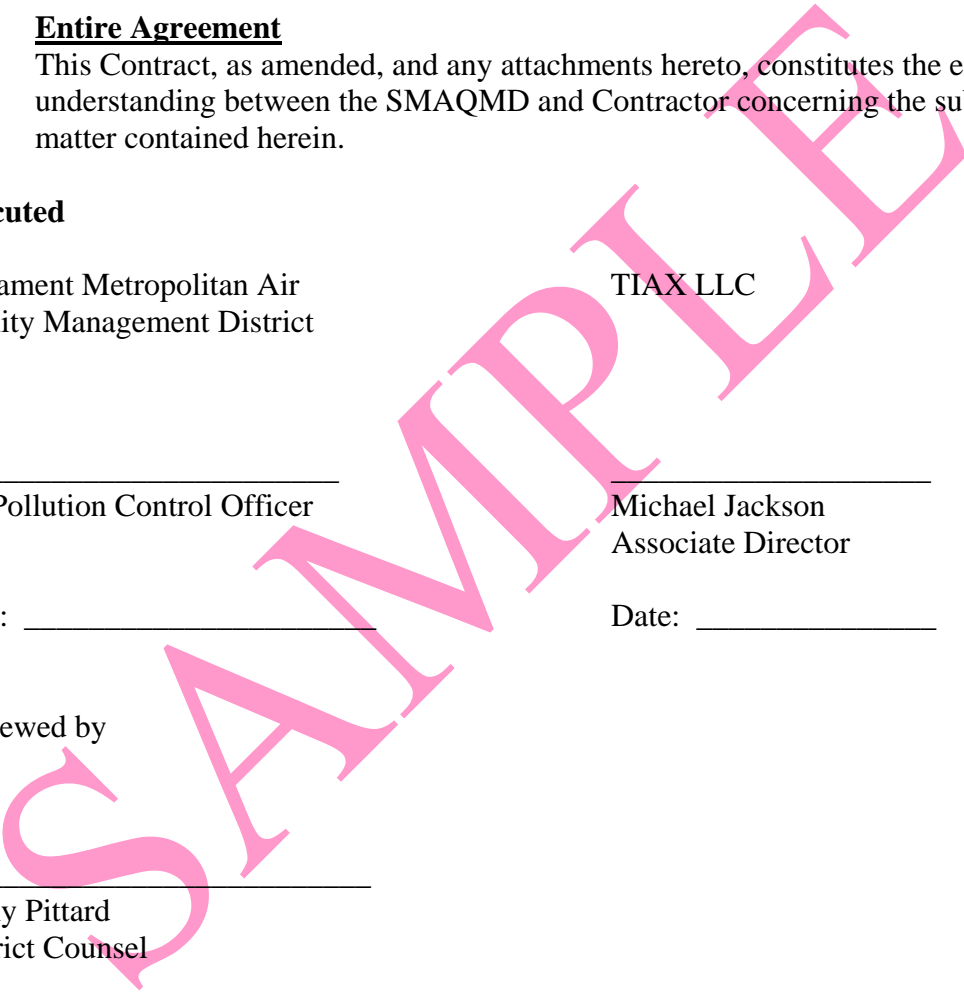


Exhibit A1 – Amendment  
Scope of Services

Contractor will provide technical support at the request of SMAQMD as detailed in a work authorization as follows:

1. Provide support to and promote development and implementation of, light-duty, medium-duty, heavy-duty low-emission, zero emission and alternative fuel demonstrations, and clean diesel programs and activities.
2. Assist in the development, refinement and implementation of low-NOx strategies for on-road and off-road heavy-duty diesel engines, including accelerated introduction of low-NOx technologies, retrofitting existing high NOx engines, repowering vehicles with high-NOx engines with new low-NOx engines, and accelerated retirement of high NOx engines.
3. Analyze various SMAQMD mobile source strategies, including quantifying the emissions benefits of various Transportation and Land Use emission reduction strategies and Transportation Demand Management (TDM) strategies, in order to quantify emissions reductions, and to assist the SMAQMD in documenting reductions for federal, state and local agencies. Assist in the development and implementation of Indirect Source and TDM Strategies, as well as the Sacramento Emergency Clean Air and Transportation (SECAT) and Carl Moyer programs.
4. Perform technical analysis to assist the SMAQMD in reviewing transportation planning and policy documents and California Environmental Quality Act (CEQA) documents.
5. Undertake basic and applied research to develop the statistical analyses necessary to further the understanding of SMAQMD programs by the local community, other Air Districts within the nonattainment area, and federal and state policy/decision makers.
6. Assist the SMAQMD's Mobile Source Division in promoting public participation in various SMAQMD programs.
7. Provide such other technical support to the SMAQMD concerning air quality issues as the SMAQMD Board of Directors or Air Pollution Control Officer may request in writing.

Exhibit B1 Amendment  
Payment Terms and Conditions

1. Contractor must perform and complete all work required under this Contract in a professional manner and in accordance with the professional standards observed by competent practitioners of the profession in which Contractor, its subcontractors or agents, are engaged.
2. The APCO has the sole discretion to determine whether Contractor has successfully completed the tasks.
3. Payment will be made on a reimbursement basis. Contractor must submit one original and one duplicate invoice to SMAQMD on a monthly basis, in a mutually agreed upon format.
4. Contractor will be reimbursed only for approved expenses. Airline travel must include copies of airline tickets, dates of travel, purpose for travel and written record of APCO approval.
5. It is understood by Contractor that \$300,000 will be added to the normal annual amount of \$200,000 and that this is the maximum payment budgeted for this Contract in fiscal year 2006/2007.
6. Contractor must obtain written authorization from the APCO or the Contract Manager to transfer funds or services from task to task.
7. Contractor may charge a 10% fee for administering subcontractor contracts.
8. Contractor may charge a 10% fee for administering travel.
9. With the exception of 7 and 8 above, no other administrative fees may be charged under this Contract.
10. Section 2.3 of this Contract contains additional reporting and fiscal requirements.

Exhibit B (continued)  
 Payment Terms and Conditions

**Table 1 – Contractor Personnel Rates**

Name	Title	Location	Hourly Rate
Michael Jackson	Senior Staff 1	Cupertino	230.00
Stefan Unnasch	Senior Staff 1	Cupertino	230.00
Larry Waterland	Senior Staff 1	Cupertino	230.00
William Buchan	Staff 3	Cupertino	185.00
Shyam Venkatesh	Staff 2	Cupertino	145.00
Raymond Schubert	Staff2	Cupertino	145.00
Scott Fable	Staff 1	Cupertino	120.00
Erin Kasso	Staff 1	Cupertino	120/00
Michael Chan	Staff 1	Cupertino	120.00
Joy Wittman	Associate 2	Cupertino	100.00
Penny Hill	Associate 2	Cupertino	100.00
Jonathan Leonard	Senior Staff 1	Irvine	230.00
Robb Barnitt	Staff 2	Irvine	145.00
Ashley Moore	Associate 2	Irvine	100.00
Robert Weber	Senior Staff 1	Acorn Park	230.00
Jan-Roger Linna	Senior Staff 1	Acorn Park	230.00
Kristine Isherwood	Staff 2	Acorn Park	145.00
John Paul Mello	Staff 2	Acorn Park	145.00
Stephen Lasher	Staff 2	Acorn Park	145.00
Linus Park	Associate 2	Acorn Park	100.00

The salary rates noted in Table 1 identify the rate that the SMAQMD will pay for work performed at the payroll title levels indicated for the first three years of the Contract. It is understood that the Contractor may use the individuals listed or may use individuals with similar qualifications at the same payroll title level. Individuals listed in Table 1 may be promoted and change payroll title levels. The SMAQMD may request that specific tasks be performed by selected individuals deemed by SMAQMD to have unique abilities.

Contractor is required to notify SMAQMD in writing if the identity of an individual performing the task changes or if a listed individual is moved to a different payroll title. The notice must be received prior to or concurrently with the receipt of the invoice in which the change first occurred. SMAQMD may object to the change if it deems the change unreasonable.

Exhibit B (continued)  
Payment Terms and Conditions

**Table 2 Subcontractor Personnel Rates**

<b>Organization</b>	<b>Staff</b>	<b>Hourly Rate</b>
Autumn Wind Associates	Greg Gilbert	95.00
Engine Fuel & Emission Engineering (EF & EE)	Christopher Weaver	160.00
EF & EE	Lit Mian Chan	110.00
EF & EE	Andrei Makartchouk	85.00
EF & EE	Larry Petty	45.00
Environ	Dave Souten	223.42
ENVIRON	Alison Pollack	204.93
ENVIRON	Till Stoeckenius	159.47
ENVIRON	Ralph Morris	223.42
ENVIRON	Greg Yarwood	164.10
ENVIRON	Cuong Tran	92.29
ENVIRON	Priya Chandraker	75.50
ENVIRON	Shannon Coulter-Burke	78.43
ENVIRON	Support	76.12
Environmental Science Associates	Paul Miller	130.00
Environmental Science Associates	Robert Vranka, Ph. D.	130.00
Environmental Science Associates	Tim Morgan	115.00
Environmental Science Associates	Jyothi Iyer	105.00
Environmental Science Associates	Michael Ratte	105.00
Jack Faucett Associates	Michael Lawrence	187.73
Jack Faucett Associates	Lewis Lem	127.08
Jack Faucett Associates	Chris Holleyman	89.54
Jack Faucett Associates	Ria Hutabarat	60.22
Jack Faucett Associates	Krute Singa	45.05
Jack Faucett Associates	RA	41.68
JHME	Carol Johnson	125.00
JHME	Mark Price	125.00
JHME	Celeste Doerr	75.00
JHME	Peter VanDyke	75.00
JHME	AJ Tendick	75.00
JHME	Jon Crossland	75.00
JHME	Julia Wiley	35.00
Jones & Stokes	Rich Beyak	146.00
Jones & Stokes	Jim Wilder	110.00
Jones & Stokes	Lynn Finley	96.00
Jones & Stokes	Kevin Lee	73.00
Jones & Stokes	Shannon Hatcher	73.00
St. Croix Research	Charles Powars	115.00

Exhibit B (continued)

- A. Acceptable Fees
1. The hourly rate agreed to by SMAQMD and Contractor shall not be increased during the first three years of this Contract.
  2. SMAQMD will only pay for actual time spent completing an authorized task, with the time rounded to the nearest fifteen-minute increment.
- B. Unacceptable Fees – The SMAQMD will not pay fees associated with the following:
1. Preparing bills and invoices
  2. Responding to billing inquiries from any entity
  3. Review of this contract with the SMAQMD
  4. Improper staffing assignments (e.g., specialized personnel performing routine research tasks).
  5. Employee courier services in excess of \$10.00 per delivery
  6. More than one attendee at a meeting, SMAQMD sponsored event, SMAQMD staff meeting, community event or similar event unless approved in advance by the APCO.
  7. Staff overtime
  8. Arranging travel/accommodations
  9. Collating, velobinding or faxing
- C. Expenses
1. Itemization. The SMAQMD requires expenses to be itemized by date incurred and by category (e.g., photocopy, long distance telephone, parking ).
  2. Detail. Each expense item must be adequately detailed so as to enable the SMAQMD to determine the exact nature, purpose and necessity of the expense.
  3. Payment. All routine expenses should be paid directly by the Contractor and billed to the SMAQMD as disbursements. Actual receipts must be attached to your bill
  4. Telephone charges. The SMAQMD will pay actual, necessary long distance phone call charges traceable to a specific project and documented by records or receipts.
  5. Travel. Mileage reimbursement to and from the SMAQMD district office is approved. SMAQMD will not pay additional hourly rates or salaries for travel. Travel reimbursement will be consistent with the SMAQMD Travel Policy.
- D. Format of Invoices:  
Invoices shall clearly reference:
1. The billing period
  2. Actual time spent on task
  3. Name and rate of person performing the task
  4. Detailed description of the work performed, broken down to specify a single task
  5. All fees or expenses
- E. Non reimbursable costs: SMAQMD will not reimburse the Contractor for costs associated with the following:
1. Administrative. Conference reports, billing costs, supplies, copying, printing, postage, packaging, telephone calls and fax calls not directly traceable to a specific product or program.

2. Other. Costs of personnel associated with making travel arrangements, general clerical support, or "overhead" costs, such as rent or utilities.
3. Markup. The SMAQMD will not reimburse the Contractor a "markup" percentage associated with the purchase of products of SMAQMD's behalf from outside vendors (such as: promotional items, print materials or exhibit booth space). Payment will be made on a reimbursement basis. Contractor must submit one original and one duplicate invoice to SMAQMD on a monthly basis, in a mutually agreed upon format.

SAMPLE