

Research Division

Contractor: Summers Consulting, LLC

Contract # 07-347

FUNDING FISCAL YEAR	FY 07/08	FY 08/09	FY 09/10	
TERM	06/15/08-06/15/09	06/15/08-06/15/09	06/15/08-06/15/09	
Amd 1	06/15/08-06/14/10	06/15/08-06/14/10	06/15/08-06/14/10	
PCA	72360	72360	72360	
LINE ITEM/OBJECT	418.20	418.20	418.20	TOTAL

DESCRIPTION Extramural research

Contract \$	\$ 42,110.00	\$ 5,000.00	\$ -	\$ 47,110.00
Amd. #1 - Time only (08/28/09)			\$ -	\$ -

Total, Contract	\$ 42,110.00	\$ 5,000.00	\$ -	\$ 47,110.00
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Payments to Contractor:

Inv. #	Inv. Date	Ser Per		C/S
ARB-01-0708	8/8/2008		2,275.00	2,275.00 C080219 ✓
ARB-02-03_0309	4/8/2009		2,798.50	2,798.50 C080751 ✓

Total, Payments	\$ 5,073.50	\$ -	\$ -	\$ 5,073.50
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Balance Available to Pay Contractor	\$ 37,036.50	\$ 5,000.00	\$ -	\$ 42,036.50
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Balance Must Be Spent By: 6/30/2010 6/30/2011 6/30/2012

Notes:

Contract Manager: Susan Fischer

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Duplicate

Research Division

Contractor: Summers Consulting, LLC
Contract # 07-347

FUNDING FISCAL YEAR	FY 07/08	FY 08/09	FY 09/10	
TERM	06/15/08-06/15/09	06/15/08-06/15/09	06/15/08-06/15/09	
Amd #1	06/15/08-06/14/10	06/15/08-06/14/10	06/15/08-06/14/10	
PCA	72360	72360	72360	
LINE ITEM/OBJECT	418.20	418.20	418.20	TOTAL
DESCRIPTION	Extramural research			

Contract \$	\$	42,110.00	\$	5,000.00	\$	47,110.00
Amd. #1 - Time only (08/28/09)				\$	-	\$
					\$	

Total, Contract	\$	42,110.00	\$	5,000.00	\$	47,110.00
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Payments to Contractor:

Inv. #	Inv. Date	Ser Per		C/S
ARB-01-0708	8/8/2008		2,275.00	2,275.00 C080219
ARB-02-03_0309	4/8/2009		2,798.50	2,798.50 C080751

Total, Payments	\$	5,073.50	\$	-	\$	5,073.50
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Balance Available to Pay Contractor	\$	37,036.50	\$	5,000.00	\$	42,036.50
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Balance Must Be Spent By: 6/30/2010 6/30/2011 6/30/2012

Notes:

Contract Manager: Susan Fischer

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ENERGY ↘ RESOURCES ∩ ENVIRONMENT

0000020

INVOICE

No: ARB-01-0708
 Date: 08/08/08
 Client: California Air Resources Board
 Agreement No: 07-347
 Billing Dates: 7/1/08-7/31/08

RCVD OCT 6 2008

Description	Hours	Units	Unit Cost	Amount
Task 1. Attend CAT Subcommittee Meeting 7/29				
Consultant	4		\$110.00	\$440.00
Travel		1	\$75.00	\$75.00
Task 2. Compile Information on RDD&D Areas				
Consultant	16		\$110.00	\$1,760.00
TOTAL:				\$2,275.00

Please mail payment to:

Matthew D. Summers
 Summers Consulting, LLC
 PO Box 6464
 Auburn, CA 95604 - 6464

Thank you for your business!

PO BOX 6464, AUBURN, CA 95604-6464

PAYMENT APPROVED:

BART E. CROES, P.E.
 CHIEF, RESEARCH DIVISION

DATE 10/1/08

(530) 383-8260



ENERGY - RESOURCES & ENVIRONMENT

Summers Consulting, LLC
 PO Box 6464
 Auburn, CA 95604-6464

Co 80 751

Invoice

Date	Invoice #
4/8/2009	ARB_02_0309

Bill To
Air Resources Board Administrative Services Division 1001 I Street Sacramento, CA 95814

RCVD APR 14 2009

3/1/09	3/31/09	
P.O. No.	Terms	Project
	Net 30	Contract #07-347

Quantity	Description	Rate	Amount
2	Meeting with P. Gupta on Refrigerant Rule	110.00	220.00
1	Review of Refrigerant Rule, Work on Appendix-D Implementation	110.00	110.00
5	Review of Refrigerant Rule, Work on Appendix-D Implementation	110.00	550.00
4	Review of Refrigerant Rule, Work on Appendix-D Implementation	110.00	440.00
4	Review of Refrigerant Rule, Work on Appendix-D Implementation	110.00	440.00
2	Revision of Appendix D - Refrigerant Rule	110.00	220.00
3	Review of paper for Tao Hui	110.00	330.00
4	Review of paper for Tao Hui	110.00	440.00
80	Travel Miles To ARB on 3/5/09	0.55	44.00
1	Parking at ARB on 3/5/09	4.50	4.50
		Total	\$2,798.50

PAYMENT APPROVED:

 BART E. CROES, P.E.
 CHIEF, RESEARCH DIVISION
 DATE: 5/1/09

EXHIBIT A

SCOPE OF WORK

Contractor agrees to provide to the Air Resources Board (ARB) Research Division services as described in Exhibit A.

Project Representatives

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

State Agency: Air Resources Board	Contractor: Summers Consulting, LLC
Name: Emma Plasencia	Name: Matthew D. Summers, PhD, PE
Address: 1001 I Street, Sac., CA 95814	Address: P.O. Box 6464, Auburn, CA 95604
Phone: (916) 323-1524	Phone: (530) 383-8260
Fax: (916) 322-4357	Fax: use email
Email: eplasenc@arb.ca.gov	Email: summersconsulting@sbcglobal.net

Direct all administrative inquiries to:

State Agency: Air Resources Board	Contractor: Summers Consulting, LLC
Section/Unit: Administrative Services Division	Section/Unit: Matthew D. Summers, PhD, PE
Address: 1001 I Street, Sac., CA 95814	Address: P.O. Box 6464, Auburn, CA 95604
Attention: Dory Kramer	Attention: Matthew D. Summers
Phone: (916) 445-4444	Phone: (530) 383-8260
Fax: (916) 327-2940	Fax: use email
Email: dkramer@arb.ca.gov	Email: summersconsulting@sbcglobal.net

Location of service:

To be determined.

Service:

The contractor will provide technical writing and support for the California Climate Research, Development, Demonstration, and Deployment (RDD&D) Road Map. This Climate RDD&D Road Map is an inter-agency effort coordinated by the Air Resources Board (ARB). The Road Map will identify knowledge and capacity gaps as well as intermediate, medium-term, and long-term research priorities to support California's climate goals.

The contractor will synthesize overviews of policy-relevant climate RDD&D efforts in critical areas and respond to stakeholder and public input to produce a consolidated document with a brief executive summary. The publicly-reviewed, topically-oriented overviews (e.g., Transportation Sector, Adaptation) will address a varied audience, including state agencies, universities, and other stakeholders involved in California's climate initiatives.

The contractor will extract from overviews in eight priority RDD&D areas a brief written characterization of the state of knowledge as well as identification of knowledge gaps, capacity gaps, and policy barriers. These extracts will form the basis for the executive summary, which will be written with a legislative audience in mind. The eight priority RDD&D areas, with which

EXHIBIT A, ATTACHMENT TECHNICAL AND COST PROPOSAL

ARB/Summers Consulting
Contract No. 07-347
Page 1 of 3

Summary of Qualifications

Summers Consulting, LLC and principal consultant Dr. Matthew D. Summers have extensive experience in the fields of Climate Change, Air Quality and Energy and highlight the following experience and qualifications to support this bid.

General State Agency Experience:

Dr. Summers was formerly employed as an Air Resources Engineer with the California Department of Food and Agriculture from 2001 to 2006. In that position he represented his department on multi-agency committees including the Climate Action Team, Bioenergy Working Group, and ARB's Agriculture Advisory Committee and served as Chair of the Dairy Subcommittee of the San Joaquin Valley Air Pollution Control District. In these roles he helped develop both research and policy strategies and goals regarding air quality, climate change and an expanded role for renewable energy in California.

As a consultant, Dr. Summers continues to support state agency efforts and has worked on contracts with California Air Resources Board, California Energy Commission, California Public Utilities Commission, and others to develop sound research and policy evaluation in the environmental arena. Most recently, Dr. Summers helped California Air Resources Board develop a catalog of major California and National research efforts related to climate change, helped California Public Utilities Commission with measurement and evaluation of the Self-Generation Incentive Program, and completed an evaluation for the California Energy Commission of anaerobic digesters.

Below are specific areas in the IFB where Summers Consulting has experience:

1. Modeling, Impacts, and Emissions Verification

As a researcher, Dr. Summers is familiar with emissions measurement and modeling techniques. He has participated in numerous studies that evaluated emissions impacts including livestock production, anaerobic digesters, biofuels, and other processes. He has also participated in reviews that included emissions inventory development.

2. Built Environment: Buildings' Energy Use and Other Climate Impacts; Land Use, Regional and Transportation Planning

During his tenure at the Department of Food and Agriculture, Dr. Summers provided input to the Secretary of Agriculture on land use planning legislation and regulation, particularly the potential climate impact of land use decisions.

3. Electricity & Natural Gas, including Carbon-Capture and Sequestration

Dr. Summers primary engineering consulting work is in the renewable energy arena. His expertise is in biomass conversion and bioenergy, but he has completed work that has included evaluation of energy efficiency measures, co-generation, photovoltaics, and wind energy systems. In general, Dr. Summers is very familiar with global energy issues and the various technologies available to address climate impacts.

EXHIBIT A, ATTACHMENT 1 TECHNICAL AND COST PROPOSAL

Summary of Qualifications (Cont.)

4. *Transportation*

Dr. Summers has performed research and engineering work on biofuels production technologies. He has a good working knowledge of transportation related climate issues and can assimilate information related to this key climate impact area.

5. *Low Carbon Technology & Management Strategies for Other Sectors*

Dr. Summers has provided technical review for multiple projects related to low carbon technology and management. These include agricultural soil carbon sequestration, wine-grape production, rice methane reduction, anaerobic digestion of animal waste, alternative waste management, forest production and others.

6. *Adaptation: Ecology, Resources, and Public Health*

Adaptation is one of the key areas where Dr. Summers provided advice to the Department of Food and Agriculture. Agriculture is one of the key industries likely to feel early impacts of climate change.

7. *Education, Outreach, and Behavioral Change*

Dr. Summers has been a leader and participant in education and workshops on the subject of air quality, climate change, and alternative energy. In addition, he has extensive experience teaching others about environmental and energy issues from grade-school students to graduate students to the general public. Summers Consulting has demonstrated the ability to synthesize the complex issues surrounding climate change and energy policy to stakeholder groups.

8. *Policy and Implementation*

Much of the technical work performed by Summers Consulting is related to development of sound policy and policy implementation. Research and evaluation work performed by Dr. Summers has been related to energy and air quality policy. Summers Consulting is eager to participate in the RDD&D Road Map effort to develop sound policy in the future to address this global issue.

State Agency References:

Michael Fitzgibbon, Air Resources Board

Robert Fletcher, Air Resources Board

Steve Shaffer, California Department of Food and Agriculture

Doug Wickizer, California Department of Forestry and Fire Protection

Pierre du Vair, California Energy Commission

Contacts Available on Request

EXHIBIT A, ATTACHMENT TECHNICAL AND COST PROPOSAL



ENERGY ↘ RESOURCES ↘ ENVIRONMENT

BUDGET ESTIMATE

No: IFB 07-347
 Date: 05/12/08
 Client: California Air Resources Board
 Project: Technical Writing and Support for CA Climate RDD&D Road Map

Description	Hours	Units	Unit Cost	Amount
<i>1. Attend Climate Action Team and other Agency Meetings</i>				
Consultant (12 @ 4 hours)	48		\$110.00	\$5,280.00
Travel (12 trips @ \$75)		12	\$75.00	\$900.00
<i>2. Compile Information on Priority RDD&D Areas</i>				
Consultant (8 @ 15 hours)	120		\$110.00	\$13,200.00
Administrative Assistant (8 @ 5 hours)	40		\$65.00	\$2,600.00
<i>3. Compile Priority RDD&D Overviews</i>				
Consultant (8 @ 10 hours)	80		\$110.00	\$8,800.00
Administrative Assistant (8 @ 4 hours)	32		\$65.00	\$2,080.00
<i>4. Develop Executive Summary from RDD&D Road Map</i>				
Consultant (40 hours)	40		\$110.00	\$4,400.00
Administrative Assistant (30 hours)	20		\$65.00	\$1,300.00
<i>5. Conduct Public Review Process and Integrate Comments</i>				
Consultant (60 hours)	60		\$110.00	\$6,600.00
Administrative Assistant (30 hours)	30		\$65.00	\$1,950.00
TOTAL:				
	470			\$47,110.00

the contractor has a working technical knowledge, familiarity with relevant California state policies, and familiarity with relevant California state agencies, these areas are:

1. Modeling, Impacts, and Emissions Verification
2. Built Environment: Buildings' Energy Use and Other Climate Impacts; Land Use, Regional and Transportation Planning
3. Electricity & Natural Gas, including Carbon Capture and Sequestration
4. Transportation
5. Low Carbon Technology & Management Strategies for Other Sectors
6. Adaptation: Ecology, Resources, and Public Health
7. Education, Outreach, and Behavioral Change
8. Policy and Implementation

In addition to synthesis of overviews, writing an executive summary, the contractor will coordinate and respond to internal reviews by California state agencies and a CAT sub-group. The contractor will also help conduct a public review process and integrate public comment into the document.

EXHIBIT B

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor per flight sounding at the following rate:
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Air Resources Board
Research Division
P.O. Box 2815
Sacramento, CA 95812-1436
Attn: Emma Plasencia

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. 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.

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

- A. In the event of a dispute, Contractor shall file a "Notice of Dispute" with Air Resources Board within ten (10) days of discovery of the problem. Within ten (10) days, the Air Resources Board shall meet with the Contractor and Project Representative for purposes of resolving the dispute.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- D. The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which are not affected by the dispute.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

Contractor shall not subcontract any services under this Agreement without prior approval of the State.

4. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop-work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

5. Termination

- A. In addition to the rights under Exhibit C of the Standard Agreement, State reserves the right to terminate this Agreement at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.
- B. In the case of early termination, Contractor shall submit an invoice in triplicate and a report in triplicate covering services to termination date, following the invoice and progress report requirements of this Agreement. A copy and description of any data collected up to termination date shall also be provided to State.
- C. Upon receipt of the invoice, progress report, and data, a final payment will be made to Contractor. This payment shall be for all State-approved, actually-incurred costs that in the opinion of State are justified, and shall include labor, and materials purchased or utilized (including all non-cancellable commitments) to termination date, and pro rata indirect costs as specified in the proposal budget.

6. Amendments

RB reserves the right to amend this agreement for additional time and/or additional funds.