

## AMENDED AGREEMENT FOR SERVICES

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This amended Agreement is entered into by and between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the state of Washington, and **Washington State University**, (hereinafter referred to as the "Consultant"), Office of Research and Grant Development, P O Box 3140, Pullman, WA 99164.

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### WITNESSETH

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to amend the original Agreement dated May 15, 2007, for the services of the Consultant to demonstrate that biodiesel blended fuels can be successfully used in marine applications in the Pacific Northwest; and

**WHEREAS**, the Agency has determined it is necessary to expand Task V to include an interim draft project report and to set a final due date for submittal of invoices for work performed as part of Tasks I through III of the Agreement: and

**WHEREAS**, the Consultant represents and warrants that it is available, experienced, and qualified to perform said amended services; and

**NOW, THEREFORE**, the Agency and the Consultant mutually agree as follows;

#### 1. Services.

This section of the original Agreement is amended to read as follows;

**Task V:** Provide progress and final reports

The following is inserted between the first and second paragraph:

The Consultant shall submit an interim draft project report for work completed in Tasks I through III. The report shall document the findings, recommendations, and conclusions based on work performed in Tasks I through Task III.

The Project Manager shall review the interim draft project report and provide written comments via e-mail to the Consultant by July 18, 2008. The Consultant shall work with the marine consultant to review and respond in writing to the Project Manager's comments. The Consultant shall include the revised interim draft in the draft final project report.

Deliverables:

The following deliverable is added after the third deliverable:

- Interim draft project report for Tasks I through III due by June 30, 2008.

**3. Compensation**

The following paragraphs are added after the second paragraph and replaces the third paragraph:

By March 31, 2008, the Consultant shall submit invoices for all completed work and partially completed work conducted as part of Tasks I through III. Invoices for all completed work and partially completed work conducted as part of Tasks I through III received after March 31, 2008 will not be compensable.

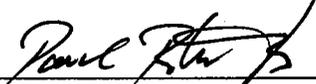
Except as provided otherwise in this section, the Consultant shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid within (30) days after review and approval by the Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date.

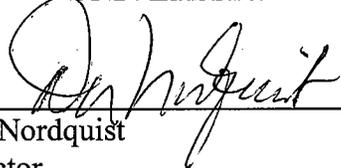
All other terms and conditions of the original Agreement remain in full force and effect.

**IN WITNESS HEREOF**, the Agency and the Consultant have executed this amended Agreement as to the date first above written.

**PUGET SOUND CLEAN  
AIR AGENCY**

**WASHINGTON STATE  
UNIVERSITY**

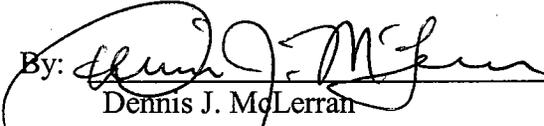
By:   
Paul Roberts  
Board of Directors, Chair

By:  SC  
Dan Nordquist  
Director

Date: 4/14/08

Date: 3/27/08

Attest:

By:   
Dennis J. McLerran  
Executive Director

Date: 4/10/08

Approved as to Form:

By:   
Laurie Halvorson  
General Counsel

Date: 4/4/08