



DATE: November 29, 2011

TO: Governing Board, Intermodal Container Transfer Facility Joint Powers Authority

FROM: Douglas A. Thiessen, Executive Director

SUBJECT: Second Amendment to Contract with E2 ManageTech

The proposed second amendment to the contract with E2 ManageTech (E2) is for continued project management and support services as related to the Intermodal Container Transfer Facility (ICTF) Modernization Project. The Agreement provides for logistical support and coordination with JPA staff and its consultants for the preparation of the Environmental Impact Report (EIR).

The ICTF JPA has entered into a three-year, \$471,605 contract with E2 for project management support services related to the preparation of the EIR. The current agreement's three year term expired September 3, 2011, however it is necessary that E2's services be continued from such date and through the remaining EIR document preparation and review process. Therefore, the second amendment provides for an effective date retroactive to September 3, 2011, and approval and ratification of the Executive Director's authorization of the services rendered under the contract from and after September 3, 2011 in accordance with the terms and conditions of the contract.

It is recommended that the Governing Board approve the execution of the proposed contract amendment with E2 ManageTech extending the contract from three years to six years and adjusting the schedule of fees and charges as provided in Exhibit B of the attached amendment. No additional funds are recommended at this time.

It is also recommended that the Board make the following finding:
"The Board finds the activity is administrative activity that will not result in direct or indirect physical changes in the environment, and, as such, is not a "project" as defined by CEQA Guidelines section 15378."

Douglas A. Thiessen
Executive Director

SECOND AMENDMENT TO AGREEMENT BETWEEN
THE INTERMODAL CONTAINER TRANSFER FACILITY
JOINT POWERS AUTHORITY AND
E2 MANAGETECH, INC.

This Second Amendment to Agreement dated for reference purposes as of September 3, 2011, is entered into between the INTERMODAL CONTAINER TRANSFER FACILITY JOINT POWERS AUTHORITY, a Joint Powers Authority ("ICTF") and E2 MANAGETECH, a California corporation ("Consultant") whose address is 5000 E. Spring Street, Suite 720, Long Beach, CA 90815.

WHEREAS, ICTF and Essentia Management Services, LLC ("Essentia") have entered into an Agreement dated September 3, 2008 for Essentia to provide professional, scientific, expert or technical services to assist the ICTF ("Agreement"); and

WHEREAS, Consultant is a successor in interest to Essentia by company merger and acquisition, and assumed all of the rights and obligations and performed under the Agreement pursuant to the First Amendment to the Agreement dated March 4, 2009; and

WHEREAS, the Agreement was authorized by the ICTF Board for a term of three years, maximum compensation of \$471,605; and a schedule of fees and charges set forth in Exhibit B of the Agreement;

WHEREAS, the parties desire to increase the term, and adjust the schedule of fees and charges for Consultant services under the Agreement as provided for herein, with no change to the maximum compensation of \$471,605.

NOW, THEREFORE, IT IS MUTUALLY AGREED that the Agreement is hereby amended as follows:

1. The Board hereby approves this First Amendment with a retroactive effective date of September 3, 2011. The Board hereby approves and ratifies the Executive Director's authorization of the services rendered under this Agreement from and after September 3, 2011 in accordance with the terms and conditions of this Agreement.

2. Section III.B.1. is amended to increase the term of this Agreement from a period of three (3) years to a period of six (6) years by deleting the previous provision and replacing it with the following provision:

"1. Six (6) years have lapsed from the effective date of this Agreement; or"

2. The Schedule of Fees and Charges in Exhibit B of the Agreement is deleted and replaced with the Schedule of Fees and Charges set forth in the attached Exhibit B.

Except as amended herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement on the date to the left of their signatures.

THE INTERMODAL CONTAINER
TRANSFER FACILITY JOINT POWERS
AUTHORITY, a Joint Powers Authority

Dated: _____

By _____
Douglas Thiessen,
Executive Director

Attest: _____

(Print/type name and title)

E2 MANAGETECH, INC.,
A _____ corporation

Dated: _____

By: _____

Print Name and Title

Attest: _____

(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY
_____, 20__

THOMAS A. RUSSELL,
ICTF General Counsel

SCHEDULE OF FEES AND CHARGES



PERSONNEL CHARGES

The charge for all time required in the performance of the Scope of Services, including office, field and travel time, will be at the Unit Price Hourly Rates set forth below for the labor classifications indicated.

<u>Labor Classification</u>	<u>Hourly Rate</u>
Clerk*	\$ 55.00
Technical Assistant/Word Processor*	\$ 75.00
Technician*	\$ 85.00
Drafter/Illustrator*	\$ 85.00
Technical Editor*	\$ 85.00
Senior Drafter/Illustrator*	\$ 85.00
Senior Technician*	\$ 95.00
Lab/Field Supervisor*	\$ 95.00
Assistant Staff Professional	\$ 85.00
Staff Professional	\$ 95.00
Senior Staff Professional	\$ 105.00
Assistant Project Professional	\$ 120.00
Project Professional	\$ 130.00
Senior Project Professional	\$ 145.00
Consulting Professional	\$ 150.00
Senior Consulting Professional	\$ 165.00
Principal/Senior Principal	\$ 180.00

Charges for contract personnel under E2 ManageTech, Inc. supervision and using E2 ManageTech, Inc. facilities will be made according to the hourly rate corresponding to their classification.

Overtime worked in excess of eight (8) hours per day) by exempt personnel will be charged at the above straight time hourly rate. Non-exempt (*) @ 1.5x rate.

Special project accounting reporting and financial services, including submission of invoice support documentation will be charged accordingly.

When E2 ManageTech, Inc. staff appear as expert witnesses at court trials, mediation, arbitration hearings, and depositions, their time will be charged at 1.5 times the rate schedule. Preparation for these shall be charged at the above standard hourly rates.

Subcontracts and Equipment Rental

The cost of services subcontracted by E2 ManageTech, Inc. to others, including but not limited to: chemical analysis, test borings, speciality contractors, surveyors, consultants, and equipment rental; e.g., backhoes, bulldozers, and test apparatus, etc., will be charged at cost plus 10%.

Communications

The cost of communications including telephone, telex facsimile, routine postage and incidental copying costs will be charged at cost.

Computers

The charge for use of Computer Aided Design and Drafting (CADD), Graphics generation, modeling applications and similar technical computing is \$40.00 per hour.

Document Reproduction

In-house reproduction will be charged at \$.20 a page for black & white and \$1.15 a page for color for letter, legal, and 11 x 17 size copies. See attached for outside reproduction costs.

Other

Any other direct costs not specifically discussed herein will be charged at cost.

Vehicles and Mileage

Field vehicles (pick-ups, vans, trucks, etc.) used on project assignments will be charged at the IRS rate per mile for

Payment

E2 ManageTech, Inc. shall submit progress invoices to Client showing the services performed during the invoice period and the charges. Within thirty (30) days after receipt of an invoice, Client shall pay the full amount of the invoice; however, if Client objects to all or any portion of any invoice, it shall so notify E2 ManageTech, Inc. of the same within fifteen (15) days from date of receipt of invoice and shall pay that portion of the invoice not in dispute. The parties shall immediately make every effort to settle the disputed portion of the invoice.

This fee schedule contains confidential business information and is not to be copied or distributed for any purpose other than the use intended in this contract or proposal.