



DATE: December 10, 2014

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

FROM: Douglas A. Thiessen, Executive Director

SUBJECT: First Amendment to Contract with E2 ManageTech

The proposed 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 previous agreement's three year term expired September 3, 2011, and was extended until September 2, 2014. However it is necessary that E2's services be continued through the remaining EIR document preparation and review process. At the time of expiration, E2 had approximately \$183,296 remaining in the budget under the prior contract. On September 3, 2014 the JPA entered into a one-year, \$150,000 contract with E2 to continue project management support services.

It is recommended that the Governing Board approve the execution of the proposed contract amendment with E2 ManageTech extending the contract from one year to three years and increasing the maximum payable amount from \$150,000 to \$183,296.

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

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

This First Amendment to Agreement dated for reference purposes as of December 10, 2014, 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 5001 Airport Plaza Drive; Suite 260, Long Beach, CA 90815.

WHEREAS, ICTF and Consultant entered into an Agreement dated September 3, 2014 ("Agreement") for Consultant to provide professional, scientific, expert or technical services to assist the ICTF with the ICTF Modernization Project ("Project"), for a term of one year and maximum compensation of \$150,000; and

WHEREAS, the parties desire to increase the term to three (3) years, the services provided under the scope of work and the compensation for Consultant services under the Agreement to a maximum compensation of \$183,296 as provided herein.

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

1. Section III Effective Date and Term of the Agreement, is deleted in its entirety and replaced by the following provision:

"The term of this Agreement shall be a period of three (3) years, commencing on September 3, 2014 and terminating on September 2, 2017, unless terminated earlier under the provisions of this Agreement."

2. Section V.B. Compensation and Payment, is amended to increase the compensation by \$33,296 from \$150,000 to \$183,296, by deleting the previous provision and replacing it with the following provision:

"The maximum payable under this Agreement, including reimbursable expenses (see Exhibit "B"), shall be One Hundred Eighty Three Thousand Two Hundred Ninety Six Dollars (\$183,296)."

2. "Exhibit B – Compensation Rates and Reimbursable Expenses" to the Agreement, describing scope of work and compensation, is deleted and replaced with the attached Exhibit "B."

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

IN WITNESS WHEREOF, the parties have executed this First 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 California corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
Print Name and Title

Attest: \_\_\_\_\_  
\_\_\_\_\_  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY  
\_\_\_\_\_, 2014

\_\_\_\_\_  
JANNA B. SIDLEY,  
ICTF General Counsel

**EXHIBIT B - COMPENSATION RATES  
AND REIMBURSABLE EXPENSES**

[EXHIBIT B TOTALLING \$ \_\_\_\_\_  
TO BE PROVIDED BY E2 MANAGETECH]

**EXHIBIT B**  
**E2 MANAGETECH COST ESTIMATE**  
**ICTF JPA Program Management - EIR Preparation**

| STAFF CATEGORY  | RATE       | Task 1       |                 | Task 2       |                    | Task 3      |                 | Task 4       |                 | Task 5       |                 | TASKS TOTAL    |                     | TOTAL Cost      |
|---|------------|--------------|-----------------|--------------|--------------------|-------------|-----------------|--------------|-----------------|--------------|-----------------|----------------|---------------------|-----------------|
|   |            | Units/Hrs    | Cost            | Units/Hrs    | Cost               | Units/Hrs   | Cost            | Units/Hrs    | Cost            | Units/Hrs    | Cost            | Units/Hrs      | Cost                |                 |
| Principal/Sr. Principal                               | \$180.00   | 310.0        | \$55,800        | \$0          | \$0                | \$0         | \$0             | \$0          | \$0             | 310.0        | \$0             | 310.0          | \$55,800            | \$0             |
| Sr. Consulting Professional                           | \$165.00   |              | \$0             | \$0          | \$0                | \$0         | \$0             | \$0          | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Consulting Professional                               | \$150.00   |              | \$0             | \$0          | \$0                | \$0         | \$0             | \$0          | \$0             | 300.0        | \$45,000        | 300.0          | \$45,000            | \$0             |
| Sr. Project Professional                              | \$145.00   |              | \$0             | 160.0        | \$23,200           | \$0         | \$0             | 300.0        | \$45,000        | 160.0        | \$0             | 160.0          | \$23,200            | \$0             |
| Project Professional                                  | \$130.00   |              | \$0             |              | \$0                | 80.0        | \$10,400        |              | \$0             | 80.0         | \$0             | 80.0           | \$10,400            | \$0             |
| Assistant Project Professional                        | \$120.00   |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 30.0         | \$3,600         | 30.0           | \$3,600             | \$0             |
| Sr. Staff Professional                                | \$105.00   |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 20.0         | \$2,100         | 20.0           | \$2,100             | \$0             |
| Staff Professional                                    | \$95.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 300.0        | \$28,500        | 300.0          | \$28,500            | \$0             |
| Assistant Staff Professional                          | \$85.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Lab Field/Supervisor                                  | \$95.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Sr. Technician  | \$95.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Sr. Drafter/Illustrator                               | \$85.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Technical Editor                                      | \$85.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Drafter / Illustrator                                 | \$85.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Technician  | \$85.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Technical Assistant/Word Processor                    | \$75.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 0.0          | \$0             | 0.0            | \$0                 | \$0             |
| Clerk   | \$55.00    |              | \$0             |              | \$0                |             | \$0             |              | \$0             | 30.0         | \$1,650         | 30.0           | \$1,650             | \$0             |
| <b>Labor Cost Subtotals</b>                           |            | <b>310.0</b> | <b>\$55,800</b> | <b>160.0</b> | <b>\$23,200.00</b> | <b>80.0</b> | <b>\$10,400</b> | <b>300.0</b> | <b>\$45,000</b> | <b>380.0</b> | <b>\$35,850</b> | <b>1,230.0</b> | <b>\$170,250.00</b> |                 |
| <b>SUBCONTRACTOR COSTS</b>                            |            |              |                 |              |                    |             |                 |              |                 |              |                 |                |                     |                 |
| <b>SUBCONTRACTOR</b>                                  |            |              |                 |              |                    |             |                 |              |                 |              |                 |                |                     |                 |
| Board Meeting Coordination                            |            |              | \$0             |              | \$0                |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$0             |
| Refreshments/Supplies                                 | \$800.00   |              | \$0             | 2.00         | \$1,600            |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$1,600         |
| Audio/Video Support                                   | \$1,500.00 |              | \$0             | 2.00         | \$3,000            |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$3,000         |
| Public Notices/Advertisement                          | \$1,250.00 |              | \$0             | 2.00         | \$2,500            |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$2,500         |
| Security  | \$400.00   |              | \$0             | 2.00         | \$800              |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$800           |
| ICTF JPA Website Administration                       |            |              | \$0             |              | \$0                |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$0             |
| Site Upgrades   | \$3,000.00 |              | \$0             | 1.00         | \$3,000            |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$3,000         |
| Hosting (annual)                                      | \$300.00   |              | \$0             | 2.00         | \$600              |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$600           |
| Communication (annual)                                | \$180.00   |              | \$0             | 2.00         | \$360              |             | \$0             |              | \$0             |              | \$0             |                | \$0                 | \$360           |
| <b>SUBCONTRACTOR COST SUBTOTALS (WITHOUT MARK-UP)</b> |            |              | <b>\$0</b>      |              | <b>\$11,860</b>    |             | <b>\$0</b>      |              | <b>\$0</b>      |              | <b>\$0</b>      |                | <b>\$0</b>          | <b>\$11,860</b> |
| <b>SUBCONTRACTOR MARK-UP</b>                          | 10%        |              | <b>\$0</b>      |              | <b>\$1,186</b>     |             | <b>\$0</b>      |              | <b>\$0</b>      |              | <b>\$0</b>      |                | <b>\$0</b>          | <b>\$1,186</b>  |
| <b>SUBCONTRACTOR COST SUBTOTALS</b>                   |            |              | <b>\$0</b>      |              | <b>\$13,046</b>    |             | <b>\$0</b>      |              | <b>\$0</b>      |              | <b>\$0</b>      |                | <b>\$0</b>          | <b>\$13,046</b> |
| <b>TASK SUBTOTALS</b>                                 |            |              | <b>\$55,800</b> |              | <b>\$36,246</b>    |             | <b>\$10,400</b> |              | <b>\$45,000</b> |              | <b>\$35,850</b> |                | <b>\$183,296</b>    |                 |
| <b>TOTAL COST</b>                                     |            |              |                 |              |                    |             |                 |              |                 |              |                 |                |                     |                 |