



DATE: November 8, 2012

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

FROM: Douglas A. Thiessen, Executive Director

SUBJECT: Third Amendment to Contract with E2 ManageTech

The proposed third amendment to the contract with E2 ManageTech (E2) is for continued project management and support services related to the Intermodal Container Transfer Facility (ICTF) Modernization and Expansion Project. The Agreement provides for project management, communications and outreach, environmental impact report (EIR) production and oversight, logistical and administrative support and coordination with JPA staff and its consultants.

In 2008 the JPA Governing Board approved a three year, \$471,605, contract with E2 (known as Essentia Management Services LLC at the time). In 2009 the contract was amended to change the contractee from Essentia to E2 ManageTech, Inc. In 2011, E2's three year contract with the JPA was extended for an additional three years such that the current contract with the JPA will not expire until September 2, 2014. No additional funds were authorized (nor requested) at that time. E2's current authorization with the JPA was fully expended as of August 2012. The recommended third amendment would provide funding in the amount of \$402,935 to continue providing services to the JPA through September 2014.

It is recommended that the Governing Board approve the execution of the proposed contract amendment with E2 ManageTech and authorize funding at \$402,935.

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

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

This Third Amendment to Agreement dated for reference purposes as of October 1, 2012, 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") entered into an Agreement dated September 3, 2008 ("Agreement") for Essentia to provide professional, scientific, expert or technical services to assist the ICTF with the ICTF Modernization Project ("Project"), for a term of three years and maximum compensation of \$471,605; and

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

WHEREAS, pursuant to the Second Amendment to Agreement dated September 3, 2011, the Agreement was amended to increase the term by three years to end on September 2, 2014, and adjust the schedule of fees and charges for Consultant services under Exhibit B of the Agreement; and

WHEREAS, in August, 2012, Consultant and ICTF staff recognized that the scope of work and services required was more than was provided under the Agreement, but due to importance of such services to the Project, Consultant continued to work in an amount exceeding the authority of the Agreement, subject to approval of the ICTF Board, which was to be requested at a later date; and

WHEREAS, the parties desire to increase the services provided under the scope of work and the compensation for Consultant services under the Agreement to a maximum compensation of \$874,540, and request that the ICTF Board ratify the work authorized prior to this Second Amendment and authorize payment of compensation for such work within the amended compensation of \$874,540, as provided herein.

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

1. Section V.B. is amended to increase the compensation by \$402,935 from \$471,605 to \$874,540, by deleting the previous provision and replacing it with the following provision:

"B. The maximum payable under this Agreement, including reimbursable expenses (see Exhibit "A"), shall be Eight Hundred Seventy Four Thousand Five Hundred Forty Dollars (\$874,540)."

2. "Exhibit A – Estimated Cost, Project Management, ICTF Modernization Project" to the Agreement, describing scope of work and compensation, is modified to add the additional services and compensation on the attached Exhibit "A."

3. The ICTF Board ratifies the Executive Director's request for Consultant's services for the Project prior to this Third Amendment that were in excess of the \$471,605, and authorizes payment of compensation for such ratified prior work from the amended compensation of \$874,540 approved herein.

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 Third 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: November 9, 2012

By: Edward J. Pagan  
Edward J. Pagan, Senior V.P.  
Print Name and Title

Attest: William W. Musser  
William W. Musser, Vice President  
(Print/type name and title)

APPROVED AS TO FORM AND LEGALITY  
\_\_\_\_\_, 2012

\_\_\_\_\_  
JOY M CROSE,  
ICTF Acting General Counsel

## Scope of Work

### Task 1 – Program Management

E2 will assist the JPA executive management with project controls (scope, schedule, and budget) to ensure that the preparation of the EIR moves forward in a timely and efficient manner. This task will include coordination of technical meetings and working technical sessions necessary to complete the EIR in a timely manner. E2 staff will, on behalf of the JPA, lead an independent (third party) review of the EIR to assess the sufficiency of the document in identifying and analyzing the possible impacts on the environment and ways in which the significant effects of the project might be avoided or mitigated. E2 will coordinate with JPA staff to identify and select a qualified independent firm to perform this third party review. E2 will be responsible for coordinating with the selected third party reviewer to ensure that they have all relevant materials and are performing their review on schedule. In addition, E2 will ensure that all comments from the third party review are adequately addressed by the EIR preparation team. As part of this task, E2 will coordinate with UP as needed to ensure timely reimbursement to the JPA for costs incurred during the preparation of the EIR. E2 anticipates a period of performance for this task from September 2012 through September 2013. Ed Rogan will lead this effort.

### Task 2 – Communication and Outreach

Under Task 2, E2 will continue to provide outreach and communication support for the JPA. This will include management of the ICTF-JPA.org website and responding to public questions received via phone or through the website. In addition, this task involves the coordination of public JPA Board meetings including developing the agenda and Board items, public noticing, and facility reservations. E2 recognizes that Environ International (Environ) is under contract with the JPA to prepare the EIR for the proposed project and is therefore ultimately responsible for the response to public comments on the Draft EIR. E2, in its role as public contact for the JPA, will work with Environ to make that public comments on Draft EIR received through the JPA website are recorded in the official record and are addressed in the Final EIR. E2 has assumed that communication and outreach support will be necessary throughout the duration of E2's contract and therefore we have based this task on a period of performance from September 2012 through September 2014. Greg Alexander will lead this effort.

### Task 3 – Administrative Record

E2 understands that the development and maintenance of a complete and well documented administrative record is crucial for the success of the EIR process. Therefore E2 proposes to have our staff provide ongoing oversight of the administrative record through the completion of the final EIR (FEIR). E2 will coordinate with Port and JPA staff as well as the JPA's consultants (e.g., Environ) to ensure that the parties involved are documenting and storing administrative record



materials in a thorough and consistent manner throughout the duration of the project. E2 anticipates that this administrative record support will be required through the certification of the EIR and therefore we have based our cost estimate on a period of performance from September of 2012 through March of 2014. Desiree Chandler will lead this effort.

#### **Task 4 – EIR Production Oversight**

The JPA has enlisted Environ to prepare the EIR. E2 recognizes that there are many stakeholders involved with the preparation and technical, legal, and independent review of the EIR document sections. E2 recognizes that there is a need for oversight to ensure that all parties are meeting their obligations with regards to the review/preparation schedule. Under this task E2 staff would track status (completion, review, etc.) of each chapter section and public comments to ensure that all parties know the status, understand their responsibility, and meet the agreed upon deadlines. E2 anticipates that this task will begin in September 2012 and will be completed by September 2013. Ashley White will lead this effort.

#### **Task 5 – As Needed Administrative Support**

In addition to the specific administrative and program support outlined in the above four tasks, E2 recognizes that the JPA requires administrative support on an as needed basis. E2 proposes to make our administrative staff available to the JPA to support the above tasks and additional items that may emerge throughout the EIR process. E2 proposes to make our administrative staff available to the support the JPA through the end of the current contracting period (i.e. September 2014).

#### **Schedule and Cost**

E2 estimates the above scope can be delivered over the next two years for \$402,935. As per our most recent invoice to the JPA (dated July 30, 2012) E2 has \$16,419 remaining in our current contract. We anticipate this amount will be exhausted in August 2012 and therefore we are requesting a change order in the amount of \$402,935 to continue our support from September 2012 through September 2014 as described above.

**TABLE 1**  
**E2 MANAGETECH COST BREAKDOWN**  
**SUPPORT OF THE ICTF JPA SPECIFIC TO THE ICTF ENVIRONMENTAL IMPACT REPORT**

STAFF CATEGORY	RATE	Task 1		Task 2		Task 3		Task 4		Task 5		TASKS TOTAL	TOTAL
		Program Management		Communication and Outreach		Administrative Record		EIR Production Oversight		As Needed Administrative Support			
	Schedule:180	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	UNITS/HRS	COST
Principal/Sr. Principal	\$180	850.0	\$153,000		\$0		\$0		\$0		\$0	850.0	153000.0
Sr. Consulting Professional	\$165		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Consulting Professional	\$150		\$0		\$0		\$0	425.0	\$63,750		\$0	425.0	63750.0
Sr. Project Professional	\$145		\$0	425.0	\$61,625		\$0		\$0		\$0	425.0	61625.0
Project Professional	\$130		\$0		\$0	425.0	\$55,250		\$0		\$0	425.0	55250.0
Assistant Project Professional	\$120		\$0		\$0		\$0		\$0	35.0	\$4,200	35.0	4200.0
Sr. Staff Professional	\$105		\$0		\$0		\$0		\$0	25.0	\$2,625	25.0	2625.0
Staff Professional	\$95		\$0		\$0		\$0		\$0	425.0	\$40,375	425.0	40375.0
Assistant Staff Professional	\$85		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Lab Field/Supervisor	\$95		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Sr. Technician	\$95		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Sr. Drafter/Illustrator	\$85		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Technical Editor	\$85		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Drafter / Illustrator	\$85		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Technician	\$85		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Technical Assistant/Word Processor	\$75		\$0		\$0		\$0		\$0		\$0	0.0	0.0
Clerk	\$55		\$0		\$0		\$0		\$0	30.0	\$1,650	30.0	1650.0
<b>Labor Cost Subtotals</b>		<b>850.0</b>	<b>\$153,000.00</b>	<b>425.0</b>	<b>\$61,625.00</b>	<b>425.0</b>	<b>55250.0</b>	<b>425.0</b>	<b>\$63,750.00</b>	<b>515.0</b>	<b>\$48,850.00</b>	<b>2640.0</b>	<b>\$382,475</b>
<b>Reimbursable Expenses Cost Subtotal</b>		<b>0.0</b>	<b>\$0</b>	<b>0.0</b>	<b>\$0</b>	<b>0.0</b>	<b>\$0</b>	<b>0.0</b>	<b>\$0</b>	<b>0.0</b>	<b>\$0</b>		<b>\$0.00</b>
<b>SUBCONTRACTOR COSTS</b>													
SUBCONTRACTOR	RATE	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	Units/Hrs	Cost	UNITS/HRS	COST
<b>Board Meeting Coordination</b>			\$0		\$0		\$0		\$0		\$0	0.0	0.0
Refreshments/Supplies	\$800.00		\$0	3.0	\$2,400		\$0		\$0		\$0	3.0	2400.0
Audio/Video Support	\$1,500.00		\$0	3.0	\$4,500		\$0		\$0		\$0	3.0	4500.0
Public Notices/Advertisement	\$1,250.00		\$0	3.0	\$3,750		\$0		\$0		\$0	3.0	3750.0
Security	\$400.00		\$0	3.0	\$1,200		\$0		\$0		\$0	3.0	1200.0
<b>ICTF JPA Website Administration</b>			\$0		\$0		\$0		\$0		\$0	0.0	0.0
Site Upgrades	\$6,150.00		\$0	1.0	\$6,150		\$0		\$0		\$0	1.0	6150.0
Hosting (Annual)	\$300.00		\$0	2.0	\$600		\$0		\$0		\$0	2.0	600.0
<b>Subcontractor Mark-Up</b>	10%		\$0		\$1,860		\$0		\$0		\$0		<b>\$1,860.00</b>
<b>SUBCONTRACTOR COST SUBTOTALS</b>			\$0		\$20,460		\$0		\$0		\$0		<b>\$20,460.00</b>
<b>TASK SUBTOTALS</b>			<b>\$153,000</b>		<b>\$82,085</b>		<b>\$55,250</b>		<b>\$63,750</b>		<b>\$48,850</b>		<b>\$402,935.00</b>
<b>TOTAL COST</b>													<b>\$402,935.00</b>