

1 SECOND AMENDMENT TO AGREEMENT NO. 29697

2 **29697**

3 THIS SECOND AMENDMENT TO CONTRACT NO. 29697 is made and
4 entered, in duplicate, as of June 26, 2008 for reference purposes only, pursuant to a
5 minute order adopted by the City Council of the City of Long Beach at its meeting held on
6 June 19, 2007, by and between UNITED STORM WATER, INC., a California corporation,
7 whose address is 14000 East Valley Boulevard, City of Industry, California 91746
8 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, the parties entered Agreement No. 29697 whereby Contractor
10 agreed to provide specialized services requiring unique skills to be performed in
11 connection with the Municipal Separate Storm Drain System Maintenance and Repair
12 Services ("Project"); and

13 WHEREAS, the First Amendment to Agreement No. 29697 extended the
14 term and increased the amount of said Agreement; and

15 WHEREAS, the parties again desire to extend the term of Agreement No.
16 29697;

17 NOW, THEREFORE, in consideration of the mutual terms and conditions
18 herein, the parties agree as follows:

19 1. Section 2 of Contract No. 29697 is hereby amended in its entirety to
20 read as follows:

21 "2. PRICE AND PAYMENT. A. For the period from July 1, 2006
22 through June 30, 2007, City shall pay to Contractor the amount(s) for materials and work
23 identified in Contractor's "Bid for the Annual Contract for Municipal Separate Storm Drain
24 System Maintenance and Repair Services in the City of Long Beach, California," attached
25 hereto as Exhibit "A".

26 B. For the period from July 1, 2007 through June 30, 2008, City shall pay to
27 Contractor the amount(s) for materials and work identified in Contractor's "Rate
28 Schedule," attached hereto as Exhibit "A-1".

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 C. For the period from July 1, 2008 through June 30, 2009, City shall pay
2 to Contractor the amount(s) for materials and work identified in Contractor's "Rate
3 Schedule", attached hereto as Exhibit "A-2".

4 D. Contractor shall submit requests for progress payments and City will
5 make payments in due course of payments in accordance with Section 9 of the Standard
6 Specifications for Public Works Construction (latest edition)."

7 2. Section 4 of Contract No. 29697 is hereby amended in its entirety to
8 read as follows:

9 "4. TIME FOR CONTRACT. Contractor shall commence work on a date
10 to be specified in a written "Notice to Proceed" from the City and shall complete all work
11 during the term of the contract, specifically, July 1, 2006 through June 30, 2009, subject
12 to strikes, lockouts and events beyond the control of Contractor. Time is of the essence
13 hereunder. City will suffer damage if the work is not completed within the time stated, but
14 those damages would be difficult or impractical to determine. So, Contractor shall pay to
15 City, as liquidated damages, the amount stated in the Contract Documents."

16 3. Except as expressly amended herein, all terms and conditions in
17 Contract No. 29697 are ratified and confirmed and shall remain in full force and effect.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly
2 executed with all formalities required by law as of the date first stated above.

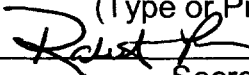
3 UNITED STORM WATER, INC., a
4 California corporation

5 June 30, 2008

By 
President
Eduardo Perry Jr.

(Type or Print Name)

7 June 30, 2008

By 
Secretary
Robert Pina

(Type or Print Name)

10 "Contractor"

11 CITY OF LONG BEACH, a municipal
12 corporation

13 July 10, 2008

By  Assistant City Manager
City Manager

14 "City"

15 EXECUTED PUR
16 TO SECTION 301
17 THE CITY CHARTER.

18 This Second Amendment to Contract No. 29697 is approved as to form on

19 6-30, 2008.

20 ROBERT E. SHANNON, City Attorney

21 By 
Deputy

22 OFFICE OF THE CITY ATTORNEY
23 ROBERT E. SHANNON, City Attorney
24 333 West Ocean Boulevard, 11th Floor
25 Long Beach, CA 90802-4664

EXHIBIT “A-2”

**United Storm Water, Inc.
Rate Schedule**

HOURLY RATES FOR OPERATED EQUIPMENT - INCLUDES OPERATOR

ITEM NO.	EQUIPMENT	STRAIGHT TIME	OVERTIME*	HOLIDAY**
103***	Vacuum Truck, 120 BBLs Mild Steel	\$75	\$93	\$125
104***	Vacuum Truck, 120 BBLs Stainless Steel	\$79	\$97	\$129
131	Dump Truck 2-Axle	\$65	\$83	\$115
111	Roll-off Truck	\$72	\$90	\$122
124***	Vactron	\$75	\$93	\$125
717	Fuel Surcharge/Insurance	15% of Trucking Charges		

*Overtime: Overtime applies to vehicles listed above during any period worked in excess of 8 hours per day Monday through Friday and from Friday midnight through Sunday midnight

**Holidays: On the following holidays, there will be an additional charge of \$50.00 per man-hour.

New Year's Day
Washington's Birthday
Memorial Day
Fourth of July
Good Friday
Veteran's Day

Labor Day
Thanksgiving Day
Day after Thanksgiving
December 24th
Christmas

***Overnight demurrage on vacuum trucks, end dumps, drop deck, and dry vans
\$250.00/day

Prevailing Wage Surcharge \$25.00/hr.
When Prevailing Wage Rates or Davis Bacon Wage Rates apply, there will be an additional charge of \$25.00 per hour for all personnel and/or operated equipment.

All charges are computed on a portal-to-portal basis from our City of Industry Terminal.
A four hour minimum applies to all equipment and personnel called out.

6/25/08

**HOURLY RATES FOR UNOPERATED EQUIPMENT
(OPERATOR BILLED SEPARATELY, IF APPLICABLE)**

EMERGENCY RESPONSE UNITS

ITEM NO.	EQUIPMENT	RATE
153	Utility Truck (E.R.)	\$40/hr
155	Stakebed Truck W/Lifgate	\$25/hr
157	Biowaste Trailer	\$150.00/day

CLEANING EQUIPMENT

ITEM NO.	EQUIPMENT	RATE
489	Jetter Unit (towable)/ 4,000 P.S.I. wash unit	\$ 60.00/hr
488	Hydrotech High Pressure Wash Unit	\$ 50.00/hr
402	Steam Cleaner	\$ 35.00/hr
411	Pressure Washer 3600 P.S.I. Hot Water	\$175.00/day

OTHER EQUIPMENT

ITEM NO.	EQUIPMENT	RATE
240	Hazcat Test	\$ 55/test
241	Hazcat Kit	\$150/day
243	3.6 K Generator	\$ 60/day
251	Portable Light Plant	\$120/day

PERSONNEL HOURLY RATES

ITEM NO.	STAFF POSITION	STRAIGHT TIME*	OVERTIME**	DOUBLE TIME***
301	Supervisor/Equipment Operator	\$52.00	\$65.00	\$78.00
302	Technician	\$38.00	\$51.00	\$64.00
520A	Confined Space Rescue Trained "Specialist"	\$95.00	\$108.00	\$121.00
520	Confined Space Gear	\$250.00/per day per crew		

*Straight Time: Straight time is defined as the first 8 hrs. worked between the hours of 7:00 A.M. TO 5:00 P.M., Monday through Friday.

**Overtime: Overtime is any period worked more than 8 hrs. and less than 12 hrs. between 7:00 A.M. and 5:00 P.M. Monday through Friday and any period prior to 7:00 A.M. or after 5:00 P.M. Monday through Friday, and the first 12 hrs. worked Saturday.

6/25/08

*****Double Time:** Double time is any period worked in excess of 12 hours Monday through Saturday and all of Sunday.

Prevailing Wage Surcharge **\$25.00/hr.**
 When Prevailing Wage Rates or Davis Bacon Wage Rates apply, there will be an additional charge of \$25.00 per hour for all personnel and/or operated equipment.

All charges are computed on a portal-to-portal basis from our City of Industry Terminal. A four hour minimum applies to all equipment and personnel called out.

OTHER CHARGES

DISPOSAL

ITEM NO.	ITEM	RATE
702	*U.P.S. Washout	\$175.00 for hazardous waste \$120.00 for non-hazardous waste

*Washout is done if United Pumping Service, Inc., is used.

CONSUMMABLES

ITEM NO.	ITEM	RATE
800	Disposable Tyvek Suit	\$ 9.00/each
827	Disposable Tyvek Suit (poly)	\$ 12.00/each
828	Saranex Suit	\$ 17.00/each
849	Sigel Suit (Acid Suit)	\$ 47.00/day
850	Hazardous Atmosphere Enviro Suit	\$150.00/day
848	Rain Gear – Heavyweight	\$ 22.00/each
851	P.P.E. (gloves, tyvek, and respirator)	\$ 35.00/day/person
803	Absorbent	\$ 7.50/bag
804	Hazorb Pillow	\$ 6.23/each
809	85-gallon Overpack Poly Drum (used)	\$125.00/each
810	55-gallon D.O.T. Poly Drum Open Top (used)	\$ 45.00/each
813	55-gallon D.O.T. Steel Drum (used)	\$ 35.00/each
855	Cubic Yard Box	\$ 85.00/each

INVOICING NOTES:

The following items will be billed as Time and Materials:

- Inspections of catch basins and related structures when cleaning (maintenance and monitoring) is not needed
- Cleaning (maintenance and monitoring) of the vortex separation system unit located at 20th St. & Walnut Ave.