

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

1 FIRST AMENDMENT TO AGREEMENT NO. 29072

2 **29072**

3 THIS FIRST AMENDMENT TO AGREEMENT NO. 29072 is made and
4 entered, in duplicate, as of January 31, 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 March 8, 2005, by and between SIMPLUS MANAGEMENT CORPORATION, INC., a
7 California corporation, with a place of business at 3251 Claremore Avenue, Long Beach,
8 California 90808 ("Consultant"), and the CITY OF LONG BEACH, a municipal corporation
9 ("City").

10 WHEREAS, the parties entered Agreement No. 29072 whereby Consultant
11 agreed to provide unique skills to be performed in connection with As-Needed Landfill
12 and Environmental Project and Construction Management Services ("Project"); and

13 WHEREAS, the parties desire to extend the term of the Agreement and
14 adjust the Schedule of Fees;

15 NOW, THEREFORE, in consideration of the mutual terms and conditions
16 herein contained, the parties agree as follows:

17 1. Section 1.A. of Agreement No. 29072 is amended in its entirety to
18 read as follows:

19 "1. SCOPE OF WORK.

20 A. Consultant shall furnish specialized services more particularly
21 set forth in Exhibit 'A', attached to the Agreement and incorporated by this
22 reference, in accordance with the standards of the profession, and City shall pay
23 for said services in the manner described below, not to exceed \$3,000,000, at the
24 rates or charges described in Exhibit 'A'. For the period from March 8, 2008
25 through March 7, 2009, City shall pay to Consultant the rates identified in
26 Consultant's Schedule of Fees, attached hereto as Exhibit 'A-1'."

27 2. Section 2 of Agreement No. 29072 is amended in its entirety to read
28 as follows:

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1 "2. TERM. The initial term of this Agreement shall commence at midnight
2 on March 8, 2005 and shall terminate at 11:59 p.m. on March 7, 2008. The first extended
3 term of this Agreement shall commence at midnight on March 8, 2008 and shall terminate
4 at 11:59 p.m. on March 7, 2009, unless sooner terminated as provided in the Agreement,
5 or unless the services to be performed hereunder or the Project is completed sooner."

6 3. Except as expressly modified herein, all of the terms and conditions
7 contained in Agreement No. 29072 are ratified and confirmed and shall remain in full
8 force and effect.

9 IN WITNESS WHEREOF, the parties hereto have caused this document to
10 be duly executed with all formalities required by law as of the date first stated herein.

11 SIMPLUS MANAGEMENT CORPORATION,
12 INC., a California corporation
13 3-7-08, 2008 By Paul T Buckley
President

14 PAUL T BUCKLEY
Type or Print Name
15 3/7/08, 2008 By Tracy Buckley
Secretary
16 Tracy Buckley
Type or Print Name

17
18 "Consultant"
19 CITY OF LONG BEACH, a municipal
corporation
20 3/29/08, 2008 By Pat H. Vest
City Manager

21
22 "City"
23 This First Amendment to Agreement No. 29072 is approved as to form on
24 3-19, 2008.

25
26 ROBERT E. SHANNON, City Attorney
27 By August Bond
Deputy
28

EXHIBIT "A-1"

Simplus Management Corporation

City of Long Beach
As Needed Environmental Services

Project Management & Design Schedule of Fees (2008)

PRINCIPAL	\$152 / HOUR
SENIOR PROJECT MANAGER	\$147 / HOUR
PROJECT MANAGER	\$142 / HOUR
SR. CIVIL ENGINEER	\$135 / HOUR
CIVIL ENGINEER	\$121 / HOUR
ENGINEERING TECHNICIAN	\$105 / HOUR
CLERICAL	\$ 80 / HOUR

Construction Management Schedule of Fees (2008)

PRINCIPAL	\$152 / HOUR
CONSTRUCTION MANAGER	\$147 / HOUR
RESIDENT ENGINEER	\$142 / HOUR
ASSISTANT CM / OFFICE ENG.	\$121 / HOUR
*DEPUTY INSPECTOR	\$105 / HOUR
ENGINEERING TECHNICIAN	\$105 / HOUR
CLERICAL	\$ 80 / HOUR

NOTES:

The following items are included in the rates listed above: In-house reproduction, fax, field equipment, home office supplies.

* Deputy Inspector rate will be \$105 per hour.

REIMBURSABLES WILL BE BILLED AT COST

The following items are reimbursables: Field Computer hardware and software charges, outside reproduction, in-house color copies (\$0.10/page), mileage (latest published Federal Rate) subcontractors, materials testing, field office supplies, air fare, car rental, lodging, cellular phone charges, postage, parking, out of town travel expenses.

These rates will be valid for the year 2008.