



DATE: September 13, 2023

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

FROM: Steven Y. Otera, General Counsel

SUBJECT: Sixth Amendment to Contract with EnSafe, Inc.

The proposed sixth amendment to the contract with EnSafe Inc. (“EnSafe”) is for continued project management and support services as related to the Intermodal Container Transfer Facility (ICTF) JPA contract, compliance and project support, including the Modernization and Expansion 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 EnSafe Sixth amendment would extend the term of the contract by twelve months terminating October 1, 2025. No change to maximum compensation is proposed, and the same compensation rates are confirmed to apply for the extension period of 2023 - 2025.

Staff recommends that the ICTF JPA Board approve the Sixth amendment to extend the term of the EnSafe contract.

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.”

Steven Otera
Steven Y. Otera
General Counsel

SIXTH AMENDMENT TO AGREEMENT BETWEEN
THE INTERMODAL CONTAINER TRANSFER FACILITY
JOINT POWERS AUTHORITY AND
ENSAFE, INC.

This Sixth Amendment to Agreement dated for reference purposes as of September 13, 2023 ("Effective Date"), is entered into between the INTERMODAL CONTAINER TRANSFER FACILITY JOINT POWERS AUTHORITY, a Joint Powers Authority ("ICTF") and ENSAFE, INC. ("Consultant") whose address is 5001 Airport Plaza Drive, Suite 260, Long Beach, CA 90815. ICTF And Consultant shall be referred to herein as the "Parties."

WHEREAS, ICTF and E2Managetech, Inc. ("E2") entered into an Agreement dated September 3, 2014 ("Agreement") for E2 to provide professional, scientific, expert or technical services to assist the ICTF with the ICTF Modernization Project ("Project"); and

WHEREAS, the Agreement was amended by ICTF and E2 pursuant to a First Amendment dated December 10, 2014, a Second Amendment dated November 9, 2016 and a Third Amendment dated April 20, 2017 that assigned the Agreement from E2 to Consultant;

WHEREAS, the Parties amended the Agreement by a Fourth Amendment dated October 1, 2020 to adjust compensation and extend the term to expire on September 2, 2023, and a Fifth Amendment dated September 14, 2022 to adjust compensation and extend the term to expire on October 1, 2024.

WHEREAS, the parties desire to amend the Agreement to provide for the extension of the Agreement term by an additional 12 months, specifically until October 1, 2025, so the expiration would occur after the month of September, when the JPA's usual Annual Meeting takes place pursuant to the ICTF's Bylaws. No change to maximum compensation is proposed, and the same compensation rates are confirmed to apply for the extension period of 2023-2025.

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 eleven (11) years, commencing on September 3, 2014, and terminating on October 1, 2025, unless terminated earlier under the provisions of this Agreement."

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," which applies the same existing rates to the extension period.

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 Sixth Amendment to Agreement on the date to the left of their signatures.

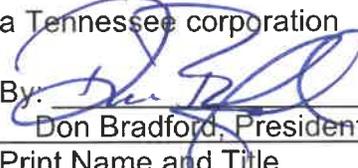
THE INTERMODAL CONTAINER
TRANSFER FACILITY JOINT POWERS
AUTHORITY, a Joint Powers Authority

Dated: _____

By: _____
Noel Hacegaba
Executive Director

Attest: _____
Elena Flores, Board Secretary

Dated: 8-9-23

ENSAFE, INC.
a Tennessee corporation
By: 
Don Bradford, President
Print Name and Title

Attest: 
Heather Hill, Contracts Manager
Print/type name and title

APPROVED AS TO FORM AND LEGALITY
_____, 2023

Steven Y. Otera
ICTF General Counsel

EXHIBIT B



2023 - 2025 PROFESSIONAL FEE SCHEDULE

PROFESSIONALS		PER HOUR
Level 1	Scientist/Engineer	\$85
Level 2	Scientist/Engineer	\$95
	Project Supervisor	\$105
Level 3	Project Scientist/Engineer	\$120
	Project Manager	\$125
Level 4	Project Manager, Senior Scientist/Engineer	\$150
Level 5	Senior Project Manager	\$170
Level 6	Senior Project Director	\$185
Level 7	Associate Principal / Principal	\$225
	Principal	\$245
Level 8	Senior Principal	\$305
TECHNICIANS		PER HOUR
	Technician	\$70
	Senior Technician	\$90
ADMINISTRATIVE SUPPORT		PER HOUR
	Report Specialist	\$53

Note:

A general and administrative fee of 15% is added to Other Direct Costs and Expenses. Rates are subject to a surcharge for short lead-time projects requiring readjustment of professional resources. Fees for litigation or acquisition support are negotiated on an individual basis. Rates are subject to annual review. All internal copying, computer usage, and report materials are included in the above rates unless otherwise negotiated.



All rates effective January 1, 2023