

**SIXTH AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES
FOR “CITY LOT REMEDIATION” PROJECT NO. 418-2590-XXXXX-71021**

THIS SIXTH AMENDMENT TO THE AGREEMENT (“SIXTH AMENDMENT”) for Consultant Services for “City Lot Remediation,” Project No. 418-2590-XXXXX-71021 is hereby entered into by and between the City of Pomona (the “CITY”) and EnSafe, Inc. (the “CONSULTANT”), referred to herein jointly as the “Parties.”

RECITALS

WHEREAS, on October 7, 2013, the City Council awarded a professional services contract to E2 ManageTech (“Agreement”) for the site cleanup of City owned properties located at 198 N. Hamilton Boulevard and 822 W. Commercial Street as part of the “City Lot Remediation” Project No. 418-71021 in the amount of \$1,073,850; and

WHEREAS, the CITY and E2 ManageTech, Inc. (“E2 ManageTech”) executed said Agreement, which is attached hereto (**Attachment 1**) and incorporated herein by this reference; and

WHEREAS, on February 22, 2016, the CITY and E2 ManageTech entered into Addendum 1 to the Agreement, which is attached hereto (**Attachment 2**) and incorporated herein by reference this reference, and which increased the compensation by \$310,655, and amended the Agreement’s Exhibit “A” – Scope of Services to include additional tasks outlined in Addendum 1’s Exhibit “A”; and

WHEREAS, on July 11, 2016, the CITY and E2 ManageTech entered into Addendum 2 to the Agreement, which is attached hereto (**Attachment 3**) and incorporated herein by this reference, and which increased the compensation by \$800,000, and further amended the Agreement’s Exhibit “A” – Scope of Services (as amended by Addendum 1) to include additional tasks outlined in Addendum 2’s Exhibit “A”; and

WHEREAS, on February 3, 2017, EnSafe, Inc. (“CONSULTANT”) acquired E2 ManageTech, and the CITY and EnSafe agreed that E2 ManageTech’s rights and responsibilities pursuant to the Agreement shall be assigned to EnSafe; and

WHEREAS, on December 19, 2017, the Parties executed a Third Amendment to the Agreement (**Attachment 4**) and incorporated herein by this reference to increase the compensation by \$589,000 for the continuation of onsite Soil Vapor Extraction cleanup and indoor air remediation; and

WHEREAS, on December 3, 2018, the Parties executed a Fourth Amendment to the Agreement (**Attachment 5**) and incorporated herein by this reference to increase the compensation by \$465,000 for the continuation of onsite Soil Vapor Extraction cleanup, groundwater contamination removal action plan and indoor air remediation; and

WHEREAS, on October 7, 2019, the Parties executed a Fifth Amendment to the Agreement (**Attachment 6**) and incorporated herein by this reference to increase the compensation by \$462,000 for the continuation of onsite Soil Vapor Extraction cleanup, groundwater investigation, and groundwater remediation; and

WHEREAS, on October 4, 2021, the City Council approved an amendment to the Agreement to increase the compensation by \$300,000 for the continuation of onsite Soil Vapor Extraction cleanup, groundwater analysis and contamination removal action plan and indoor air remediation; and

WHEREAS, on October 4, 2021, the City Council also adopted a resolution to amend the FY 2021-22 Capital Improvement Program (CIP) budget to appropriate funds from the Refuse Fund and existing "City Lot Remediation" Project No 418-2590-XXXXX-71021 Balance to the Project; and

WHEREAS, the Parties desire to execute this SIXTH AMENDMENT to increase the total compensation as approved by the City Council on October 4, 2021, and amend as described herein.

NOW, THEREFORE, the Parties hereby agree as follows:

1. References to "E2 ManageTech Inc." throughout the Agreement and amendments thereto through Addendums 1 and 2 described above are stricken and replaced with "EnSafe, Inc."
2. Compensation paid by the CITY to the CONSULTANT pursuant to Section 5 of the Agreement, as amended by the ADDENDUM 1, ADDENDUM 2, THIRD AMENDMENT, FOURTH AMENDMENT, and FIFTH AMENDMENT referenced above, shall be increased by \$300,000, and the total compensation shall not exceed \$4,000,515 without the City's prior written approval in the form of an amendment.
3. The Scope of Services pursuant to Section 4 of the Agreement, as amended by the FIRST AMENDMENT's Exhibit "A-1", the SECOND AMENDMENT's Exhibit "A-2", the THIRD AMENDMENT's Exhibit "A-3", the FOURTH AMENDMENT's Exhibit "A-4", the FIFTH AMENDMENT's Exhibit "A-5", and the SIXTH AMENDMENT's Exhibit "A-6" all of which are referenced above, shall be revised to include all of the tasks outlined in Exhibit B, B-1, B-2, B-3 and B-4, B-5, and B-6 which are attached hereto (**Attachment 7**) and incorporated by reference.
4. This SIXTH AMENDMENT shall be effective as of October 4, 2021.
5. Except as stated herein, and as amended by the FIRST, SECOND, THIRD, FOURTH, and FIFTH AMENDMENTS, all other terms and conditions of the Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF this SIXTH AMENDMENT is signed by the Parties hereto on the date(s) indicated below.

ATTEST

CITY OF POMONA

City Clerk

By: _____
James Makshanoff, City Manager

Date: _____

APPROVED AS TO FORM:



City Attorney

ENSAFE, INC.

Signature: _____
Donald Bradford, President

Date: _____

Approved by City Council on October 4, 2021