

AMENDMENT NO. 1

TO

PROFESSIONAL SERVICES CONTRACT

HF&H CONSULTANTS, LLC

This Amendment No. 1 to the Contract for Professional Services ("Amendment No. 1") by and between the City of Stockton ("City") and HF&H Consultants, LLC ("Consultant") is made and entered into on _____, 2018.

WHEREAS, the City and Consultant entered into a Professional Services Contract for Solid Waste & Recycling Division Assistance dated May 4, 2018 ("Agreement"); and

WHEREAS, Section 10 Change Orders states this Agreement may be altered as may deemed necessary or advisable and to require such extra work as may be required for the proper completion of the work contemplated by Consultant; and

WHEREAS, Amendment 1 was executed on _____, 2018 to authorize the Consultant to provide expanded services and to increase the total contract amount; and

WHEREAS, the City has a need to expand Section 1 Scope of Services to allow the Consultant to provide additional consulting and negotiation services related to the City's solid waste and recycling franchise agreements; and

WHEREAS, the City has a need to increase the Compensation by an additional \$125,000 to pay for the Consultant to perform the additional consulting and negotiation services; and

WHEREAS, this amendment is for the mutual benefit of City and Consultant;

NOW, THEREFORE, the City and Consultant agree as follows:

1. The following is added to Exhibit A - Section 1 Scope of Services:
2. Section 2 Compensation – is amended as follows:

"Compensation: The maximum amount to be paid by the City for the initial services shall not exceed \$50,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

The maximum amount to be paid by the City for the additional services provided under Amendment 1 shall not exceed \$125,000, including, without limitation, the cost of any subcontractors, consultants, experts or investigators retained by the Consultant to perform or to assist in the performance of its work under this Agreement.

Total Consultant's compensation under this Agreement including Amendments shall not exceed \$175,000.

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3. Except as stated herein, all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement on date hereinabove written.

CITY OF STOCKTON

Kurt Wilson, City Manager

ATTEST:

Christian Clegg, Deputy City Manager
Interim City Clerk

APPROVED AS TO FORM:

City Attorney

HF&H CONSULTANTS, LLC

By:



Signature

Rob Hilton

Print name

President
Title

*[If Consultant is a corporation
signature(s) must comply with
Corporations Code §313.]*



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August 22, 2018

Ms. Grace Smith
Project Manager
City of Stockton
22 E. Weber Ave, Room 301
Stockton, CA 95202

Subject: Proposal to Assist with Solid Waste RFP Process

Dear Ms. Smith,

HF&H Consultants, LLC (HF&H) is pleased to provide you with this proposal to expand the scope and budget of our existing contract to assist the City of Stockton (City) in the planning and conduct of a Request for Proposal process for solid waste services provided to the City's residents and businesses. This letter presents our proposed scope of work and fee estimate.

Scope of Work

The proposed scope of work lists the tasks and activities that HF&H recommends the City conduct in the first three phases of the RFP process (planning, drafting solicitation documents, and managing receipt of proposals) in order to solicit proposals for a new solid waste franchise agreement. It is important to note that this scope of work will conclude with the receipt of proposals in response to the RFP and does not include the proposal evaluation, contract negotiations, or municipal code adjustments that may be needed to conclude the process. Once proposals are received, the City will need to consider how best to resource those activities.

Phase 1: Define Long-Term Package and Regulatory Approach

- HF&H develops design framework document for all policy, business term, and service issues for upcoming franchise and SB 1383 compliance
- 4 Meetings with Solid Waste Program Staff to review issues, agree on proposed design, etc.
- HF&H to document proposed design in PowerPoint for senior management
- 2 Meetings with Senior City Management to present/discuss proposed design
- HF&H to revise proposed design based on management input
- 2 Public Workshops/Stakeholder Meetings to present design and gather public input
- HF&H to revise proposed design based on public input, as approved by management
- 1 City Council Meeting to present design and receive City Council input



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Phase 2: Draft Request for Proposals and Franchise Agreement

- HF&H drafts franchise agreement and RFP based on Phase 1 design
- Program Staff review/comment on draft RFP/Agreement
- 1 meeting to review/discuss Program Staff comments
- HF&H prepares revised draft RFP/agreement based on Program Staff comments
- City Legal and Management review/comment on draft RFP/Agreement
- 1 meeting to review/discuss Legal and Management comments
- HF&H prepares final draft RFP/agreement based on Legal and Management comments

Phase 3: Manage RFP Process

- HF&H markets RFP to interested parties list
- HF&H prepares for and leads mandatory pre-bid meeting
- HF&H leads Q&A process with proposers (up to 100 questions)
- HF&H drafts all addenda, City staff review/comment/consolidate input, HF&H finalizes and distributes
- HF&H conducts initial completeness/compliance review on proposals received

Fee Estimate

HF&H proposes to perform this work on a time and materials basis, with a not-to-exceed budget of \$115,000. Our budget estimate assumes that Phase 1 will require approximately \$55,000; Phase 2 will require approximately \$40,000; and, Phase 3 will require approximately \$20,000. These task estimates are based on our current understanding of the City's needs and level of effort required for each task. We reserve the right to allocate budget among tasks, within the total not-to-exceed budget, in order to respond to the actual needs of the project as it unfolds. HF&H will bill monthly for services, consistent with the billing rates and terms included in our existing contract with the City.

* * * * *

HF&H sincerely appreciates the opportunity to continue to support the City on this important effort. If you have any questions or concerns regarding this proposal, please do not hesitate to contact me directly at (925) 977-6959 or rchilton@hfh-consultants.com.

Very truly yours,
HF&H CONSULTANTS, LLC

A handwritten signature in black ink, appearing to read 'Robert C. Hilton', is written over a horizontal line.

Robert C. Hilton, CMC
President