Project No: HF&H Consultants, LLC
Project Name: CIP 3401 Solid Waste Procurement Services

AMENDMENT No. 4 TO AGREEMENT FOR CONSULTATION AND OTHER SERVICES

This Amendment is entered into this 18th day of October, 2016, by and between the City of Milpitas, a municipal corporation of the State of California (hereafter referred to as "CITY") and HF&H Consultants LLC., a California Limited Liability Company corporation (hereafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the parties entered into an Agreement on December 2, 2014 entitled "Consultant Services Agreement between the City of Milpitas and HF&H Consultants LLC." ("Agreement") for solid waste procurement services in the amount of Fifty-Five Thousand Five Hundred and Twenty-Five Dollars ($55,525.00) with an expiration date of December 1, 2019; and

WHEREAS, the parties entered into Amendment No. 1 to the Agreement on June 16, 2015, to increase the scope of work and compensation in the additional amount of Forty-Nine Thousand Nine Hundred Twenty-Five Dollars ($49,925.00); and

WHEREAS, the parties entered into Amendment No. 2 to the Agreement on November 17, 2015 to increase the scope of work and compensation in the additional amount of One Hundred Six Thousand Eight Hundred Dollars ($106,800.00); and

WHEREAS, the parties entered into Amendment No. 3 to the Agreement on March 1, 2016 to increase the scope of work and compensation in the additional amount of Two Hundred Thousand Dollars ($200,000); and

WHEREAS, the parties now desire to increase compensation by One Hundred Thirty Eight Thousand One Hundred Sixty Dollars ($138,160.00) for a total not to exceed amount of Five Hundred Fifty Thousand Four Hundred Ten Dollars and Zero Cents ($550,410.00) for additional consultation services.

NOW THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties agree to amend the Agreement as follows:

1. Section 2, entitled "Compensation " of the Agreement is amended in its entirety to read as follows:

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant an amount not to exceed Five Hundred Fifty Thousand Four Hundred Ten Dollars ($550,410.00) for all services to be performed and reimbursable costs incurred under this Agreement. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services

performed by more than one person. Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Hourly rates for personnel performing services shall be as shown in Exhibit B-4. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2. Exhibit A, entitled "Scope of Work" of the Agreement is amended to add Exhibit A-4 as attached.

3. Exhibit B, entitled Compensation" of the Agreement is amended to add Exhibit B-4 as attached.

4. The Consultant agrees to maintain and pay for all insurance policies as stated in Section 4, entitled "Insurance Requirements" of the Agreement dated December 2, 2014, between HF&H Consultants LLC, and the City of Milpitas. The Consultant shall provide the City with renewal certificates of the current policies upon the expiration of the current policy.

5. All other provisions of the Agreement shall remain in full force and effect.

This Amendment is executed as of the date on page 1.

APPROVED BY:

CITY OF MILPITAS	CONSULTANT
_____	_____
Thomas C. Williams, City Manager	Marva M. Sheehan, Vice President
_____	_____
Greg Chung, Interim Director of Engineer	Rob Hilton, Vice President

APPROVED AS TO FORM:

_____

Christopher J. Diaz, City Attorney

Exhibit A-4 Scope of Work

This amendment provides additional funding for Tasks 12, 15, 17, and 18 which are in progress and adds a new Task 20.

Task 12 Present Collection Proposals to Council – The 3rd amendment did not anticipate the added Council meetings of August 24th, September 6th and September 20th. HF&H staff worked closely to coordinate the August 24th special tour, and anticipates similar coordination for the September 6th tour. For the September 20th meeting, HF&H staff will assist in drafting the ARS and in finalizing the attachments to the staff report, will develop draft and final versions of a Council presentation, and will make the presentation to Council.

Task 15 Develop Customer Rates - HF&H, in coordination with City staff, is working to finalize draft rates as part of negotiations with shortlisted collection proposers.

Task 17 Collection Negotiations; Finalize Agreements - HF&H is working in close coordination with senior staff to finalize negotiation of language and compensation with shortlisted proposers.

Task 18 Engagement Management

Task 20 Implementation – Planning and 1st Six Months Implementation Monitoring

Regardless of which collection proposer is selected by Council, there will be a need to monitor key activities during the transition to services under the new agreement. Given the timeframe to commence services in September 2017, it will be important that this monitoring commence as soon as the award is finalized. The proposed transition monitoring activities are focused on the key elements that will help maximize the opportunity for a smooth transition to services under the new agreement, including:

1. Equipment Ordering – Trucks must be ordered on time, and must be delivered in time for drivers to use during training.

2. Container Selection – A key activity in the early transition is determining which customers need what size and type containers, especially for multi-family and commercial customers that may use carts, centralized bins and/or debris boxes.

3. Collection Routing – The selected contractor must develop efficient, balanced routes that minimize changes to days of residential collection, meet safety needs by minimizing backing up and other more hazardous driving, coordinate with street sweeping, etc.

Key to all of the above activities is anticipation of and early identification of any problems, and developing solutions for them. We propose to meet with City staff at the time of final award to discuss the level and type of monitoring that will be needed based on the final

service package and the selected contractor, and to determine to what extent City staff can assume the necessary tasks. It is our experience that staff may not be able to provide the level of oversight needed given existing, ongoing responsibilities, and we have thus proposed a "worst case" budget that assumes minimal availability of City staff. Should City staff be able to play a significant role in the monitoring effort, HF&H will support that effort, as needed, at a reduced level of funding.

Key tasks will include, but are not limited to:

1. Implementation/Transition Monitoring Plan – Working in coordination with City staff, and based on the final contractor selection HF&H will develop a detailed implementation/transition monitoring plan, defining key staff activities and the necessary level of effort, and identifying

2. Status Meetings – Preparing for, facilitating and conducting follow-up for twice monthly transition/implementation status meetings between staff and the selected contractor. We have a total of assumed twelve meetings occurring over a six month period.

3. Council Update - Providing a 6 month status update to City Council. We propose that City and HF&H staff return to Council, likely in February or March with a mid-transition status report. At that time, if needed after consultation with City staff and with Council review, we will request additional funding to assist staff for the remainder of the transition, including the first several months of the new services.

Limitations
Note that this scope of work and fee estimate does not address:

1. An additional number of Council meetings than the two planned for September.

2. Modifications and/or additions to the municipal code to accommodate policy and program changes embodied in the final agreements. We assume the City Attorney's office would do this work, based on the language in the franchise agreement.

3. Any additional efforts regarding policy and programmatic issues that may result from a change to the current temporary debris box system for managing construction and demolition materials. We assume City staff and the City Attorney would take all necessary actions to reflect Council direction on this matter.

These tasks may not be necessary, may be done by City staff, or the City may wish to separately contract for their performance. As such, we have not included them in the cost proposal at this time.

Project No: HF&H Consultants, LLC
Project Name: CIP 3401 Solid Waste Procurement Services

Exhibit B-4 Compensation

City of Milpitas
S3338 Solid Waste Competitive Procurement Services
4th Amendment Fee Estimate

	Vice President $235	Senior Manager $225	Senior Associate $170	Associate $135	Assistant $105	Administrative $100	Total Hours	Proposed Cost
Task 12 Present Collection Proposals to Council								
HF&H Prepares Draft Staff Reports and Council Presentations	18	32	0	8	0	6	64	$13,110
HF&H Finalizes Staff Reports and Presentation; Presents at Meetings	18	16	0	4	0	4	42	$8,770
Task 12	**36**	**48**	**0**	**12**	**0**	**10**	**106**	**$21,880**
Task 15 Develop Customer Rates								
HF&H Develops Draft Rates in Coordination with Utilities and Finance Staff	20	2	0	32	0	2	56	$9,670
HF&H and City Finalize Rates for for Final Collection Agreement(s)	8	4	0	12	0	2	26	$4,600
Task 15	**28**	**6**	**0**	**44**	**0**	**4**	**82**	**$14,270**
Task 17 Collection Negotiations; Finalize Agreements								
HF&H Negotiates Final Terms	24	36	0	8	0	4	72	$15,220
HF&H Finalizes Agreements for Execution	16	36	0	16	0	16	84	$15,620
Task 17	**40**	**72**	**0**	**24**	**0**	**20**	**156**	**$30,840**
Task 18 Transition Assistance - 1st Six Months								
Develop Monitoring Plan	6	12	0	32	0	2	52	$8,630
Prep for; Conduct Twice Monthly Meetings; Followup	48	80	0	120	0	16	264	$47,080
Council Update	8	20	0	20	0	8	56	$9,880
Task 17	**62**	**112**	**0**	**172**	**0**	**26**	**372**	**$65,590**
Engagement Management								
	8	12	0	0	0	0	20	**$4,580**
Total Costs								
Labor	174	250	0	252	0	60	736	$137,160
Out-of-Pocket Expenses								$1,000
Total Budget								**$138,160**