CITY OF PALO ALTO CONTRACT NO. C07119835

AMENDMENT NO. 1 TO CONTRACT NO. C07119835
BETWEEN THE CITY OF PALO ALTO AND
HF&H CONSULTANTS, LLC

This Amendment No. 1 to contract No. C07119835 ("Contract") is entered into __________ 2008, by and between the CITY OF PALO ALTO, a California Charter City ("CITY"), HF&H Consultants, LLC, a Limited Liability Company located at 2175 North California Blvd., Suite 990, Walnut Creek, CA 94596 ("CONSULTANT").

RECIPIENTS:

WHEREAS, the Contract was entered into between the parties for the provision of professional consulting services relating to the design services for the new solid waste and recyclable material collection and processing agreement ("Project"); and

WHEREAS, the parties wish to amend the Contract to increase the scope of services and compensation;

NOW, THEREFORE, in consideration of the covenants, terms, conditions, and provisions of this Amendment, the parties agree:

SECTION 1. Section 1, SCOPE OF SERVICES, is hereby amended to add the following:

"The scope of services and deliverables constituting the Project ("Basic Services") will be performed, delivered or executed by CONSULTANT in accordance with the schedule and the requirements of Exhibit "A" and Exhibit "A-1" for additional scope of services."

SECTION 2. Section 4, NOT TO EXCEED COMPENSATION, is hereby amended to read as follows:

"The compensation to be paid to CONSULTANT for performance of the Services described in Exhibits "A" and "A-1, including both payment for professional services and reimbursable expenses, shall not exceed one hundred ninety-eight thousand seven hundred twenty-seven dollars ($198,727.00). In the event Additional Services are authorized, the total compensation for services and reimbursable expenses shall not exceed two hundred twenty-five thousand four hundred eighty-seven dollars ($225,487.00). The applicable rates and schedule of payment are set out in Exhibit "C", entitled "COMPENSATION," which is attached to and made a part of this Agreement."
Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit "C". CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibits "A" and "A-1".

SECTION 3. The following exhibit(s) to the Contract are hereby set forth as attachment(s) to this Amendment, which are incorporated in full by this reference:

EXHIBIT "A-1": ADDITIONAL SCOPE OF SERVICES
CITY OF PALO ALTO CONTRACT NO. C07119835

SECTION 4. Except as herein modified, all other provisions of the Contract, including any exhibits and subsequent amendments thereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have by their duly authorized representatives executed this Amendment on the date first above written.

APPROVED AS TO FORM: CITY OF PALO ALTO

Senior Asst. City Attorney

APPROVED:

Director of Administrative Services

CITY OF PALO ALTO

City Manager

HP&H CONSULTANTS, LLC

By: Robert D. Hilton

Name: Robert D. Hilton

Title: President

By: ____________________________

Name: ____________________________

Title: ____________________________

Taxpayer Identification No.

94-3097242

(Compliance with Corp. Code § 313 is required if the entity on whose behalf this contract is signed is a corporation. In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable).
Additional Scope of Services

**Add to Phase 4 - Develop and analyze Best and Final Offers**

**Add Task 14.4 - Best and Final Offer Process**
The HF&H Team will draft the best and final offer request letters for each proposer that will be reviewed and commented on by the City. HF&H will then finalize the letters and submit to the City for distribution. HF&H will, if requested by the City, communicate with each proposer to ensure that they are aware of the process, needs and schedule. After revised offers are received by the proposers, HF&H will analyze the responses, focusing on the impact of the revised costs on the prior HF&H cost and rate analysis and on any qualitative differences in how services will be provided based on the best and final offers. The results shall be presented to both the Evaluation Team and Steering and Advisory Committee. Time allowing, HF&H shall present this analysis to City staff for review and comments, and revise as necessary prior to presentation to the two committees. Otherwise, HF&H staff will make one round of necessary and final revisions of their analysis based on combined staff and Committee comments. Consultant shall attend a maximum of three (3) meetings.

**Deliverables:**
- Draft and finalize best and final letters to proposers for City review and comments
- Analysis of responses received by proposers
- Update prior cost and rate analysis

**Task 20 shall be amended to read** - Consultant shall attend a minimum of 21 meetings.