

"RESUBMITTAL"


Contract #: 026-A-07/08-BOS

# CONTRACT ROUTING SHEET

A-2  
Assigned to: Mike  
CICCOZZI

Date Prepared: 09/10/2008



Need Date: ASAP

**PROCESSING DEPARTMENT:**  
 Department: Environmental Mgmt  
 Dept. Contact: Kevin Gilliland  
 Phone #: 6664  
 Department Head Signature: 


**CONTRACTOR:**  
 Name: NewPoint Group  
 Address: 2555 3<sup>rd</sup> St., STE 215  
Sacramento, CA 95818  
 Phone: \_\_\_\_\_

EL DORADO COUNTY COUNSEL  
 3:10 SEP 10 PM  
 3:15 SEP 16 PM  
 4:5

**CONTRACTING DEPARTMENT:** Environmental Management  
 Service Requested: Adding \$30k, including "as-needed" svcs in scope  
 Contract Term: 1 year Contract/Amendment Value: \$117,320.00  
 Compliance with Human Resources requirements? Yes:  No:   
 Compliance verified by: NA

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)  
 Approved:  Disapproved:  Date: 9/15/08 By:   
 Approved:  Disapproved:  Date: 9/16/08 By: 

*Amendment to Article I, Scope of Services to include "as-needed" solid waste analysis services" is too vague. Need to be more specific add "including but not limited to..." so we have some idea what is being referred to. Also if going to do "as-needed" should have some of our Task Order language in the Amendment so we can agree in advance what they are going to do.*

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)  
 Approved:  Disapproved:  Date: 9/17/08 By:   
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_

*Please secure proof of updated insurance coverage before proceeding with contract services*

HUMAN RESOURCES DEPT  
 4:17 SEP 17 AM 8:19

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract)  
 Departments: \_\_\_\_\_  
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_  
 Approved:  Disapproved:  Date: \_\_\_\_\_ By: \_\_\_\_\_



**Second Amendment to Agreement No. 026-A-07/08-BOS  
Between the County of El Dorado and  
NewPoint Group Inc.**

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**THIS SECOND AMENDMENT TO AGREEMENT NO. 026-A-07/08-BOS** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), acting by and through County Service Area No. 10, a lawfully established County Service Area as defined by Government Code Section 25210 et seq., and NewPoint Group, Incorporated, a corporation duly qualified to conduct business in the State of California, whose principal place of business is 2555 Third Street, Suite 215, Sacramento, CA 95818 (hereinafter referred to as "Consultant").

**ARTICLE I**

**Scope of Services:** Shall be amended to include "as-needed" solid waste analysis services on a task by task basis, including but not limited to, solid waste service structure analysis, rate and diversion analysis, report generation and solid waste planning.

Consultant shall perform all professional and technical services, work, and tasks required to accomplish the objectives set forth herein, on an as needed basis for the County's Department of Environmental Management and shall provide and make available Consultant's own personnel, sub-consultants, materials, vehicles, communication devices, and other equipment necessary to perform the services, work and tasks designated (referred to hereinafter as "Services"). Services shall be as outlined below, and generally include, but shall not be limited to:

1. Definition of Project Specific Work Scope, Work Activity Schedule, and Cost: On a task-by-task basis, County and Consultant shall define specific Consultant work task. For each assigned work task, Consultant shall provide County with a full work task proposal, schedule and not to exceed cost to complete the entire work task, which shall require written approval and written authorization by the County's Contract Administrator prior to commencement of the work. No payment will be made for any work performed prior to written approval of the written Task Order.
2. Notice to proceed: After County issues a written notice to proceed for a work task, Consultant shall assign the personnel to the subject project, and ensure that they report as assigned to complete the project in a timely fashion.

3. Contact/Reporting: Upon assignment to a project, Consultant shall meet at a minimum monthly with the County representative either in person or by telephone.
4. Time for Performance: The period of performance for Task Orders shall be in accordance with the dates specified in each Task Order. No payment will be made for any work performed after the period of performance in the Task Order, unless County's Contract Administrator and Consultant's project manger amend the Task Order in writing.
5. Amendment of Task Orders: Any amendment of a Task Order must be in writing. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

**ARTICLE IV**

**Compensation for Services:** Shall be amended to increase the total amount of the Agreement by Thirty Thousand Dollars and No/100 (\$30,000), the total Agreement SHALL NOT EXCEED One Hundred Seventeen Thousand Three Hundred and Twenty Dollars and No/100 (\$117,320).

All other sections of the Agreement No. 026-A-07/08-BOS, dated the 12<sup>th</sup> day of February 2008 and the First Amendment dated the 25<sup>th</sup> day of March 2008 shall remain unchanged and in full force.

**REQUESTING DEPARTMENT CONCURRENCE:**

By: \_\_\_\_\_ Dated: \_\_\_\_\_  
Gerri Silva, M.S., REHS  
Director Environmental Management Department

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement No. 026-A-07/08-BOS the day and year last below written.

- - COUNTY OF EL DORADO - -

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Chair,  
Board of Supervisors

ATTEST:

Cindy Keck, Clerk of the  
Board of Supervisors

Dated: \_\_\_\_\_

By: \_\_\_\_\_

- - CONSULTANT - -

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
James A. Gibson, Ph.D., Director  
NewPoint Group, Inc.

ATTEST:

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
"Corporate Secretary"  
NewPoint Group, Inc.