

CONTRACT ROUTING SHEET

Date Prepared: 02/06/2007

Need Date: 02/16/2007

PROCESSING DEPARTMENT:

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

CONTRACTOR:

Name: Union Mine Final Cover RFB
Address: _____
Phone: _____

2007 FEB - 9 PM 5:01
EL DORADO COUNTY COUNSEL

CONTRACTING DEPARTMENT: Environmental Management-CHARGE TO 421400

Service Requested: Legal review of bid documents for the Final Cover at the Union Mine Landfill.

Contract Term: _____ Contract/Amendment Value: \$ _____

Compliance with Human Resources requirements? Yes: No:

Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 2/26/07 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

Conditional See memo

ASSIGNMENT

DATE 02/06/07
ATTORNEY MIKE C.
DEPT/INDEX NO. 421400
BY [Signature]

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 2/26/07 By: [Signature]
Approved: Disapproved: Date: _____ By: _____

Per attached 2/26-dated memo from S. Godar, please add language to Section 8.1.B requesting contractor's pollution liability coverage.

2007 FEB 26 AM 10:19


OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____



**OFFICE OF COUNTY COUNSEL
INTER-DEPARTMENT MEMORANDUM**

TO: Kevin Gilliland
Department of Environmental Management

FROM: Michael J. Ciccozzi 
Deputy County Counsel

RE: County Counsel Contract No. 032-PW-06/07-BOS
Union Mine Landfill Bid documents

DATE: February 26, 2007

Your office has requested a review by our office of the Bid Documents for the Final Cover of the Union Mine Landfill. I have reviewed the Bid Documents and will conditionally approve the Bid Documents with the following comments:

1. There are two Payment and Performance Bonds included in the Bid Documents. One set follows the Notice to Bidders; the other set follows the General Conditions. I suggest removing the Performance and Payment Bond which follows the General Conditions. Use the Performance and Payment Bonds which follow the Notice to Bidders and which are entitled "County of El Dorado Performance Bond" and "County of El Dorado Payment Bond."
2. Strike section 2.3.1. of the Conditions of the Contract. Take the language from Section 2.3.1 and insert it after the first paragraph of section 7.1.6. Make sure the table of contents reflects the change.
3. Section 3.10.4 entitled indemnity must be modified. Civil Code section 2782(a) precludes a construction contract from indemnifying the engineer for defects in the design furnished by the engineer. Simply modify the second paragraph of this section to reflect that the indemnity of the engineer does not include indemnification for defects in the design furnished by the engineer.

4. Section 4.3.1 of the Conditions of the Contract should be deleted as it is covered in section 3.22 of the Supplementary Conditions. Section 3.22 of the Supplementary Conditions should be amended to reflect the language of Exhibit A attached to this memo.
5. The Specifications must include the Prevailing Wage language as set forth in the General Conditions section 3.5.4.
6. The Antitrust Assignment language contained in General condition 1.3.2 should also be included in the Specifications.

As stated above, I am approving the contract on the condition that the above items are addressed. If you have any questions please feel free to call. Mike.

Paragraph 4.3.1

(a)The contractor shall promptly, and before the following conditions are disturbed, notify the Owner/County, in writing, of any:

(1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b)The Owner/County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) In the event that a dispute arises between the Owner/County and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

EXHIBIT A