

**ADDENDUM #9  
BID NO. 2009-T**

**Issue Date: August 28, 2009**

**Project: South Columbia County Regional Wastewater Treatment Plant**

Notice to all bidders is hereby given that the following modification is made to the Request for Bids referenced above:

**Revisions to Bid Form and Agreement**

**Section 00300 – Bid Form has been revised as follows:**

Subsection 4 has been revised to include “Subitem F. Construct Sprayfield and all associated piping and appurtenances:” The remainder of Section four has been renumbered accordingly.

Subsection 5 has been revised to include “Sworn Statement pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Bidding Documents, Section 00470).

Subsection 5 has been revised to include “Minority/Women Owned Business Certification (Bidding Documents, Section 10102)”.

Attached to this addendum is the revised Section 00300- Bid Form.

**Section 00500 – Agreement has been revised as follows:**

Article 1 has been amended to include “Construct Sprayfield and all associated piping and appurtenances.”

Article 3 has been revised to change the time for substantial completion from four hundred (400) days to four hundred sixty (460) days.

Article 3 has been revised to change the time for substantial completion from four hundred fifty (450) days to five hundred ten (510) days.

Attached to this addendum is the revised Section 00500 – Agreement.

**Each bid submitted in response to this Request for Bids shall include an acknowledgement of this addendum.**

NAME OF BIDDER: \_\_\_\_\_

SECTION 00300

BID FORM

DATE SUBMITTED: \_\_\_\_\_

PROJECT IDENTIFICATION: South Columbia County Regional  
Wastewater Treatment Plant

NAME OF BIDDER: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

\_\_\_\_\_ Telephone Number.: \_\_\_\_\_

CONTRACTOR'S FLORIDA LICENSE NO.: \_\_\_\_\_

THIS BID IS SUBMITTED TO: Columbia County  
P.O. Box 1529  
Lake City, Florida 32056-1529

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
  - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:
 

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
  - (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;

NAME OF BIDDER: \_\_\_\_\_

- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
  - (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. Bidder accepts the determinations set forth in paragraph SC-4.2.1 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in paragraph 4.2 of the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface and subsurface) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
  - (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
  - (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
  - (g) Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
  - (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
4. Bidder submits the following prices to perform all the work as required by the Drawings and Specifications for the construction of the Columbia County Wastewater Treatment Facility Project:

NAME OF BIDDER: \_\_\_\_\_

- A. Lump sum price for indemnification as specified in the General Conditions as amended in the Supplementary Conditions:  
\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)
- B. Construction of the SBR and associated equipment:  
\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)
- C. Construction of Equalization tank, Digester and Ground Storage Tank:  
\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)
- D. Construction of Chlorine Contact Chamber and two drying beds:  
\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)
- E. Construction of Administration Building, Chlorine Building And Blower Building:  
\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)
- F. Construct Sprayfield and all associated piping and appurtenances:  
\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)

Alternative Bid Items Include:

- G. Approximately 3 miles of 6" force main transmission line and a 15 hp duplex lift station; and De-commissioning and demolition of an existing "package treatment plant".  
\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)
- H. Jack and Bore under I-75 for 400' of 24" diameter casing and approximately 2,400' of 6" wastewater transmission line, which terminates in a wet well.

NAME OF BIDDER: \_\_\_\_\_

\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)

- I. All other Work as described in the drawings and specifications not included in Items A through F, to Construct the South Columbia County Regional Wastewater Treatment Plant:

\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)

Bid Price plus Alternatives for the Total Contract  
(Sum of Items A through I):

\_\_\_\_\_  
(In Words) \$ \_\_\_\_\_  
(in Figures)

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

5. The following documents are attached to and made a condition of this Bid:
- (a) Bid Security (surety bond or cashier's check).
  - (b) Power of Attorney (for surety bond only).
  - (c) Questionnaire (Bidding Documents, Section 00301).
  - (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
  - (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
  - (f) Sworn Statement pursuant to Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Bidding Documents, Section 00470)
  - (g) Noncollusion Affidavit (Bidding Documents, Section 00480).
  - (h) Trench Safety Affidavit (Bidding Documents, Section 00490).
  - (i) Minority/Women Owned Business Certification (Bidding Documents, Section 10102)
6. The terms used in this Bid, which are defined in Article 1 of the General Conditions, shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.
7. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

NAME OF BIDDER: \_\_\_\_\_

SOLE PROPRIETORSHIP

\_\_\_\_\_  
(Individual's Signature) (SEAL)

\_\_\_\_\_  
(Individual's Name) (SEAL)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Florida License No.: \_\_\_\_\_

A PARTNERSHIP

\_\_\_\_\_  
(Partnership Name) (SEAL)

\_\_\_\_\_  
(General Partner's Signature)

\_\_\_\_\_  
(General Partner's Name)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Florida License No.: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

A CORPORATION

\_\_\_\_\_ (SEAL)  
(Corporation Name)

\_\_\_\_\_  
(State of Incorporation)

By \_\_\_\_\_  
(Name of Person Authorized to Sign)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Authorized Signature)

(CORPORATE SEAL)

ATTEST \_\_\_\_\_  
(Secretary)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Corporation President: \_\_\_\_\_

Florida License No.: \_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

A JOINT VENTURE

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_ (SEAL)  
(Name)

\_\_\_\_\_  
(Address)

Doing Business as: \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Florida License No.: \_\_\_\_\_

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

8. List the following in connection with the Surety which is providing the Bid Bond. Surety's Name: Surety's Address:

Surety's Name: \_\_\_\_\_

Surety's Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Name and address of Surety's resident agent for service of process in Florida:

\_\_\_\_\_

\_\_\_\_\_

NAME OF BIDDER: \_\_\_\_\_

SCHEDULE OF MANUFACTURERS/SUPPLIERS

The Contract Documents are based upon the equipment or products available from the manufacturers/suppliers denoted as "A," "B," etc. However, the Bidder must indicate in his Bid which Base Bid manufacturer/supplier he intends to use for each item of equipment listed by circling one (1) of the listed manufacturers/suppliers. Should the Bidder fail to circle a named supplier, he hereby agrees to provide the item listed as "A." After receipt of bids, the Bidder may not substitute for any manufacturer or supplier circled.

If the Bidder desires to propose one (1) or more substitution or "or equal" manufacturers/ suppliers, he may write in the name of such substitution or "or equal" in the spaces provided on the pages following the lists, but he must, nevertheless, also circle one of the listed manufacturers/suppliers. All substitutions or "or equal" items must be identified at the time of Bid (see paragraph 6.7 of the General Conditions as amended by the Supplementary Conditions). Substitutions or "or equal" items will **not** be considered when determining the Apparent Lowest Bidder. Substitutions or "or equal" items will **not** be evaluated or considered until after the "Effective Date" of the Agreement. The Bidder shall base his Bid on providing one of the listed manufacturers and shall assume for bidding purposes that all substitutions or "or equal" items will not be accepted.

If the proposed substitution or "or equal" manufacturer/supplier is determined "not equivalent" by the Engineer, the Bidder must use the circled manufacturer/supplier. If the Bidder fails to indicate which listed manufacturer/supplier he intends to use or if a substitution or "or equal" is rejected, he must use the supplier listed as "A." Also, if the Bidder circles more than one listed manufacturer/supplier, he must use the first manufacturer/supplier circled (unless a substitution or "or equal" is approved).

Each proposed substitution or "or equal" will be evaluated in accordance with Paragraph 6.7 of the General Conditions following the Effective Date of the Agreement.

In addition to the reimbursement required under Paragraph 6.7 of the General Conditions, the Contractor shall also reimburse the Owner for any engineering costs directly attributable to the change in manufacturers/suppliers, caused by the acceptance of proposed substitutions or "or equal" items, such as; additional field trips for the Engineer, additional redesign costs, and additional review costs, etc. Other costs directly attributable to the change in manufacturers/suppliers caused by the acceptance of proposed substitutions or "or equal" items such as increased electrical requirements, larger building, modifications to structures, additional pumps, piping or tankage, etc., shall be borne by others and not by the Owner. Bidder further agrees that the use of substitute equipment offered will not affect the completion date.

The Owner may request, and the Bidder shall supply any additional information on proposed substitutes or "or equal" items prior to Notice of Award.

NAME OF BIDDER: \_\_\_\_\_

SCHEDULE OF BASE BID MANUFACTURERS/SUPPLIERS

Item No.	Equipment Item or Material	Specification Section No.	Base Bid Manufacturer/Supplier
1.	Effluent Submersible Pumps	11305	A. Flygt B. Hydromatic
2.	Horizontal Non-Clog Screw Centrifugal Pumps	11312	A. Wemco-Hidrostal B. Cornell C. Goulds D. Ingersoll-Dresser
3.	Prestressed Circular Concrete Tanks	13205	A. Crom Corporation B. PreCon Corporation
4.	Process and Utilizing Piping, Fittings, Valves, and Accessories	15050	
	(Ductile Iron Pipe and Fittings)		A. American Cast Iron Pipe Co. B. U. S. Pipe Company C. Clow Corporation
	(PVC Pressure Piping)		A. J-M Manufacturing B. CertainTeed
	(Gate Valves)		A. American-Darling Valve Co. B. Kennedy Valve Co. C. Dresser Industries, Inc.
	(Butterfly Valves)		A. Dresser Industries B. Kennedy Valve Manufacturing Co. C. Mueller Company D. DeZurik E. Henry-Pratt Co. F. American-Darling Valve Co.
	(Check Valves)		A. Valmatic B. American-Darling Valve Co. C. Kennedy

NAME OF BIDDER: \_\_\_\_\_

<u>Item No.</u>	<u>Equipment Item or Material</u>	<u>Specification Section No.</u>	<u>Base Bid Manufacturer/Supplier</u>
	(Plug Valves)		A. DeZurik B. Henry-Pratt
	(Combination Air Release Valves)		A. Valmatic B. APCO
5.	Magnetic Flow Meters	13615	A. Isco

NAME OF BIDDER: \_\_\_\_\_

**SUBSTITUTIONS AND "OR EQUAL"**

The undersigned as Bidder agrees that substitutions, or "or equal" items will not be considered until after the "Effective Date of the Agreement" and will be evaluated in accordance with Paragraphs 8.1 and 8.2 of the General Conditions as amended by the Supplementary Conditions. If Bidder intends to propose substitutions or "or equal" items after the "Effective Date of the Agreement," it is agreed that these items will be listed on the Substitution List must be included with the Bid (form provided herein). Only the proposed substitutions or "or equal" items listed on the Substitution List and submitted at the time of Bid will be evaluated by the Engineer in accordance with the General Conditions.

**SUBSTITUTION LIST OF  
MANUFACTURERS/SUPPLIERS**

Bidder proposes the following substitutions and "or equal" items of alternate manufacturers/suppliers for the equipment of material categories so identified:

	<u>Equipment Item Material</u>	<u>Drawing No.</u>	<u>Spec. Section</u>	<u>Substitute/"or equal" Manufacturer/Supplier (List One Only)</u>	<u>Proposed Price Deduct</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____
7.	_____	_____	_____	_____	_____
9.	_____	_____	_____	_____	_____
10.	_____	_____	_____	_____	_____

END OF SECTION

SECTION 00500

AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_, by and between Columbia County, Florida, (hereinafter called the OWNER) and \_\_\_\_\_ (hereinafter called CONTRACTOR);

WITNESSETH:

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - SCOPE OF WORK

CONTRACTOR, as an independent CONTRACTOR, and not as an agent of the OWNER, shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- Construction of a .16 million gallon per day (MGD) Sequence Batch Reactor (SBR) and all associated equipment.
- Construction of one equalization tank, one digester and one ground storage tank.
- Construct one chlorine contact chamber and two sludge drying beds.
- Construct one administration building, one chlorine building and one blower building.
- Install two (2) sand filters and various equipment pads.
- Install miscellaneous yard piping and electrical equipment.
- Miscellaneous site work and grading modifications.
- Various blowers, pumps and proprietary filtering and chlorine equipment.
- 175 ekW Generator Set
- Construct Sprayfield and all associated piping and appurtenances.

Alternative Bid Items Include:

I.

- Approximately 3 miles of 6” force main transmission line with a 15 hp duplex lift station.
- De-commissioning and demolition of an existing “package treatment plant”.

II.

- Jack and Bore under I-75 for 400’ of 24” diameter casing and approximately 2,400’ of 6” wastewater transmission line, which terminates in a wet well.

The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

### **South Columbia County Regional Wastewater Treatment Plant**

#### ARTICLE 2 - ENGINEER

The Project has been designed by Eutaw Utilities, Inc., whose address is 415 Saint Francis Street, Unit #114, Tallahassee, FL 32301, who is hereinafter called ENGINEER, and who will assume all duties and responsibilities and will have the rights and authority assigned to the ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

#### ARTICLE 3 - CONTRACT TIME

- 3.1 The Work shall be completed with a substantial completion date and a final completion date. The Work for substantial completion as described below shall be completed within four hundred sixty (460) days after the date when the Contract Times commence to run. The Work for the final completion as described below shall be fully completed and ready for final payment in accordance with Paragraph 14.13 of the General Conditions within five hundred ten (510) days after the date when the Contract Times commence to run.

The following items of Work are to be one hundred percent (100%) completed and operational prior to substantial completion:

1. All mainline effluent water piping
2. All mainline wastewater force main and gravity piping
3. All wastewater pump stations
4. All air compressors

5. All pump station instrumentation/controls
6. All NPW piping
7. All flow meters
8. All process units
9. All process equipment
10. All site restoration
11. All air piping
12. All structural, electrical, and architectural work

The following schedule is anticipated:

1. Bid Opening: September 8, 2009
2. Contract Award: September 30, 2009
3. Contract Execution and Notice to Proceed September 30, 2009

3.2 Liquidated Damages. OWNER and CONTRACTOR recognize that **TIME IS OF THE ESSENCE** of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER fifteen hundred dollars (\$1,500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. This amount represents an estimate of OWNER's damages for loss of use and administrative costs associated with delay. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. This amount represents an estimate of OWNER's damages for loss of use and administrative and costs associated with delay. However, the contractor shall not be entitled to additional payment for timely or early completion of the project.

ARTICLE 4 - CONTRACT PRICE

- 4.1 OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in current funds at the lump sum or unit prices as presented in the Bid Form, which is incorporated herein and made a part hereof by this reference.
- 4.2 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the amount below:

Total of all unit prices:

\_\_\_\_\_ \$ \_\_\_\_\_  
(figures)

\_\_\_\_\_ (use words)

- 4.3 The parties expressly agree that the Contract Price is a fixed stipulated sum, except with regard to those items in the Bid, which are subject to unit prices. As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions.

ARTICLE 5- PAYMENT PROCEDURES

- 5.1 CONTRACTOR shall submit Applications for Payment in accordance with the Contract Documents. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.
- 5.2 Progress Payments; Retainage. Payment will be in accordance with the State of Florida Prompt Payment Act.
- 5.3 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
  - 5.3.1 Ninety percent (90%) of the value of Work completed, with the balance being retainage.
  - 5.3.2 Ninety percent (90%), with the balance being retainage of the value of materials and equipment not incorporated in the Work, but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions.

- 5.3.3 Upon Substantial Completion, the Owner may, at his option, increase total payments to CONTRACTOR to ninety five percent (95%) of the Contract Price, with the balance being retainage, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.4 Final Payment. Upon final completion of the Work in accordance with Paragraph 14.13 of the General Conditions, as supplemented, OWNER shall pay CONTRACTOR an amount sufficient to increase total payments to one-hundred percent (100%) of the Contract Price. However, not less than two percent (2%) of the Contract Price shall be retained until Contract Closeout is completed as specified in Section 01700 and all Record Drawings, specifications, addenda, modifications and shop drawings, including all manufacturers instructional and parts manuals are delivered to and accepted by the ENGINEER.

#### ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:

- 6.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7) and the other related data identified in the Bidding Documents including "technical data."
- 6.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 6.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 6.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination set forth in paragraph SC-4.2 of the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the

Contract Documents with respect to Underground Facilities at or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

- 6.5 CONTRACTOR is aware of the general nature of Work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 6.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- 6.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### ARTICLE 7 - CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between the OWNER and CONTRACTOR are attached to this Agreement, are made a part hereof and consist of the following:

- 7.1 This Agreement (Section 00500) (pages 1 to10, inclusive).
- 7.2 Exhibits to this Agreement, if any.
- 7.3 Performance Bond, Payment Bond and Certificates of Insurance (Sections 00610, 00620 and 00650, respectively).
- 7.4 Notice of Award and Notice to Proceed (Sections 00841 and 00842, respectively).

- 7.5 General Conditions (Section 00700) as amended by the Supplementary Conditions.
- 7.6 Supplementary Conditions (Section 00800).
- 7.7 FDEP Supplementary Conditions (Construction).
- 7.8 Project Manual bearing the general title: Columbia County Wastewater Treatment Facility Project and consisting of one (1) volume including Divisions 0 through 16.
- 7.9 Drawings consisting of a cover sheet and sheets numbers \_\_\_\_\_ through \_\_\_\_\_ inclusive with each sheet bearing the following general title as provided in the Drawing Index.

<u>SHEET</u> <u>.NO.</u>	<u>DWG. NO</u>	<u>DESCRIPTION</u>
<u>CIVIL</u>		
1	C-1	Title Sheet/Location and Vicinity Map
2	C-2	Existing Conditions
3	C-3	Process Flow Diagram
4	C-4	Overall Site Plan
5	C-5	Detailed Site Plan of WWTP
6	C-6	Detailed Site Plan of Spray Field
7	C-7	Grading and Drainage
8	C-8	Civil Standard Details
<u>STRUCTURAL</u>		
9	S-1	Structural Overview
10	S-2	Building and Concrete Pad Details
11	S-3	Building and Concrete Pad Details
12	S-4	Prestressed Concrete Digester Tank
13	S-5	Prestressed Concrete Digester Tank
14	S-6	Prestressed Concrete Digester Tank
15	S-7	Prestressed Concrete Digester Tank
16	S-8	SBR, EQ. Tank & Headworks Details
17	S-9	SBR, EQ. Tank & Headworks Details
18	S-10	SBR, EQ. Tank & Headworks Details
19	S-11	SBR, EQ. Tank & Headworks Details
20	S-12	Chlorine Contact Chamber Details
21	S-13	Miscellaneous Concrete Pad and Metal Details
22	S-14	Miscellaneous PADS – Plan and Section
<u>MECHANICAL</u>		
23	M-1	Mechanical Overview
24	M-2	Yard Piping for WWTP
25	M-3	Yard Piping for Spray Field
26	M-4	Standard Yard Piping Details

<u>SHEET</u> <u>. NO.</u>	<u>DWG. NO</u>	<u>DESCRIPTION</u>
27	M-5	Headworks Mechanical Details
28	M-6	SBR Unit Mechanical Details
29	M-7	SBR Mechanical Details
30	M-8	SBR Blower Mechanical Details
31	M-9	Equalization Tank Mechanical Details
32	M-10	Equalization Effluent Transfer Pump Detail
33	M-11	Sand Filter Mechanical Details
34	M-12	Chlorine Building Mechanical Details
35	M-13	Chlorine System Mechanical Details
36	M-14	Chlorine Tank Mechanical Details
37	M-15	Chlorine Contact Chamber Mechanical Details
38	M-16	Chlorine Contact Chamber Effluent Transfer Pump Mechanical Details
39	M-17	Storage Tank Mechanical Details
40	M-18	Storage Tank Effluent Transfer Pump Mechanical Details
41	M-19	Digester Mechanical Details
42	M-20	Digester Blower Mechanical Details
43	M-21	Sludge Drying Bed Mechanical Details
44	M-22	Sludge Drying Bed Shed Detail
45	M-23	Wet Well Mechanical Details
<u>ELECTRICAL</u>		
46	E-1	Electrical Site Plan
47	E-2	Single Line Diagram & MCC Elevations
48	E-3	Control Scheme

- 7.10 Addenda numbers \_\_ through \_\_, inclusive.
- 7.11 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.
- 7.12 Bid Form (Section 00300) (Pages 1 to 11, inclusive) and all documents attached to and made a condition of the Bid.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended, or repealed in accordance with Article 3 of the General Conditions as modified in the Supplementary Conditions.

#### ARTICLE 8 - MISCELLANEOUS

- 8.1 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners,

successors, assigns or legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

8.2 Terms used in this Agreement, which are defined in Article 1 of the General Conditions, shall have the meanings indicated in the General Conditions, as modified in the Supplementary Conditions.

8.3 If any section, subsection, sentence, clause, phrase, or portion of this agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions thereof.

ARTICLE 9 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Both parties agree that the courts of the State of Florida shall have jurisdiction of any claim arising in connection with this Agreement. In the event of litigation arising out of this Agreement, the prevailing party shall be entitled to the award of attorney's fees and costs at both the trial and appellate level.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on \_\_\_\_\_, 20\_\_

OWNER:  
Columbia County

CONTRACTOR:  
\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_  
(type)

NAME: \_\_\_\_\_  
(type)

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

(type)

(type)

Address for giving notices:

Address for giving notices:

\_\_\_\_\_  
 Columbia County BOCC  
 \_\_\_\_\_  
 P.O. Box 1529  
 \_\_\_\_\_  
 Lake City, Florida 32056-1529  
 \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Approved as to form and correctness:

\_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Florida State Contractor's  
 License No.: \_\_\_\_\_

END OF SECTION