



CITY OF ROCKVILLE
ROCKVILLE, MARYLAND

Addendum #2
Invitation for Bid (IFB) No. 25-25
CROYDON CREEK & CALVIN PARK TRIBUTARY STREAM RESTORATION
PROJECT
August 13, 2025

ATTENTION ALL BIDDERS:

The following addendum is being issued to amend and clarify certain information contained in the above named IFB. All information contained herein is binding on all Bidders who respond to this IFB. Specific parts of the IFB have been amended. Bidders are required to acknowledge receipt of the addendum by signing in the appropriate space at the end of the addendum. Failure to do so may subject your bid to disqualification. No provided answer to a question may in and of itself change any requirement of the IFB. The following revisions /deletions / additions are listed below; new language has been double underlined and marked in red bold (**ex: new language**) and language deleted has been marked with a double strikeout (ex. ~~language deleted~~).

Please note the following additions, revisions, clarifications, corrections and/or deletions have been made to the above referenced Invitation for Bid (IFB):

ADDITION 1. All bidders must sign Terms and Conditions of Use of CADD Files, AECOM Agreement for Transfer of Digital Model Files, and ESA Disclaimer of Liability. All bids must include the signed sheets in order to be accepted.

CLARIFICATION 1. Blasting is NOT permitted as a means and method for rock excavation.

ADDITION 2. Section III: Special Terms and Conditions. Forest and Tree Conservation Requirements. Contractor will schedule a pre-construction meeting with the Construction Inspector, Forestry Inspector, City Forester, and the Senior Sediment and Erosion Inspector. The ISA certified arborist/MD Licensed Tree Expert must be present. Contractor must provide at least 48 hours notice before meeting and the limits of disturbance must be staked prior to the meeting. No clearing, grading, or tree removals may be done prior to this meeting. No installation of tree protection fence or sediment control devices may be installed prior to this meeting.

Addition 3. All bids to include Contingent cost per tree for Tree Removal of trees other than those identified on the plans as follows:

Contingent Tree Removal (DBH \geq 12" to < 18"). EA

Contingent Tree Removal (DBH \geq 18" to < 24"). EA

Contingent Tree Removal (DBH \geq 24"). EA

CLARIFICATION 2. Tree plantings shall be staked and guyed using "nylon, polypropylene, or similar, 3/4" to 1" wide straps or approved equal" per detail "Shade Tree Planting Detail A-1" on plan sheet 65. Staking and guying may be omitted from multi-stem species. All single stem species, both shade and understory, require staking. Stakes must be 2"x2"x6'.

CLARIFICATION 3. Turbidity Curtain will be removed from the ESC tabulation table and is not part of the design.

CLARIFICATION 4. Reinstallation of garden near the SCE and City Maintenance Building parking lot on [age 42 of the plan set is removed from the design.

CLARIFICATION 5. MDE National Pollutant Discharge Elimination System (NPDES) General Permit (GP-20) for Stormwater Associated With Construction Activity Stormwater Pollution Prevention Plan (SWPPP) will be completed and maintained by the Contractor following the completion of the bidding and award process. It is incumbent on the Contractor to maintain, monitor and comply with the SWPPP during construction. The SWPPP is a living document and will need to be updated as the situation requires.

CORRECTION 1. (IFB page 29 of 304) SECTION III. SPECIAL TERMS AND CONDITIONS. CONTRACT TERM

This contract will begin 10 working days from the date of issuance of a notice to proceed. All work associated with this project must be completed within 180 calendar 600 working days after the notice to proceed has been issued. It is possible that the City may issue a Limited Notice to Proceed (LNTP) to allow for mobilization, coordination, field measuring, shop drawing review/approval, submission of work plan and ordering long lead time components.

CLARIFICATION 6. A Limited Notice to Proceed (LNTP) may be issued to allow additional time for the Contractor to prepare submittals and order long lead time items. In the event a LNTP is issued, the Contractor is not required to start work and any costs accrued in addition to the contract's pay items prior to the NTP are incidental to the contract.

CLARIFICATION 7. Time of year restrictions include: Stream closure period: March 1 – June 15. Northern long-eared bat tree clearing restriction: April 1 – July 31.

QUESTIONS AND ANSWERS

Q1: Please provide the cad files for earthwork calculation purposes.

A1: All bidders must sign Terms and Conditions of Use of CADD Files, AECOM Agreement for Transfer of Digital Model Files, and ESA Disclaimer of Liability. All bids must include the signed sheets in order to be accepted.

Q2: If we encounter rock during excavation, how will be the contractor compensated?

A2: Excavation is detailed in Technical Specifications PAY ITEM NO. 20 – EXCAVATION (CLASS 5).

Q3: In the Clearing and Grubbing operation, do we have to remove the stumps or can we leave it in place to reduce the disturbance and damage the saved trees?

A3: Clearing and Grubbing operations are detailed in Technical Specifications PAY ITEM NO. 4 – CLEARING AND GRUBBING.

Grubbing is defined as an earth-disturbing activity, which includes the removing from the ground and disposing of all stumps, roots and stubs, brush, and debris. The Contractor shall remove all embedded stumps and roots that interfere with the limits of grading as shown on the Contract Drawings.

If there are stumps that will not impact grading or structures brought to the attention of Construction Inspector, the decision will be made by the City on a case by case basis.

Q4: Please clarify if the excavation will be measured and paid to the contractor including the subgrade excavation to accommodate Pools, Typical Riffle Bed mix, Rock, Topsoil and riffle substrate material.

A4: Excavation is detailed in Technical Specifications PAY ITEM NO. 20 – EXCAVATION (CLASS 5). Subgrade excavation will be measured and paid for at the Contract unit price per cubic yard.

Q5: If we encounter contaminated soils during the excavation process, how the contractor will be compensated?

A5: All excavated material is assumed to be free of hazardous material and does not require testing for hazardous substances. In the event contaminated soils are encountered during earthwork or subsequent construction operations, immediately notify the City.

Q6: Please provide working hours for this project.

A6: Work is permitted between 7:00 am to 5:00 pm, Monday through Friday. Working outside of these hours must first be approved in writing by the City. See Section III: Special Terms and Conditions (page 32 of 304) for Construction Work Hours.

Q7: Please provide the flow information of the streams to pump around.

A7: Pump(s) shall be large enough to maintain uninterrupted base flow to areas downstream of the work area. Stream diversion integrity is incumbent on the Contractor. In accordance with Section II: General Conditions and Instructions to Bidders: 21. INSPECTION OF THE WORK SITE. Each bidder shall visit the site of the proposed work and become fully acquainted with the existing conditions and fully informed as to any facility involved, and the difficulties and restrictions attending the performance of this contract. Applicable drawings, technical specifications and contract documents should be thoroughly examined. The successful bidder shall in no way be relieved of any obligation due under the executed contract by the failure to examine any form of legal instrument or to visit the site.

Q8: Please provide further information about the pedestrian bridge. There is no plan about it.

A8: The pedestrian bridge is detailed in Technical Specifications PAY ITEM NO. 35 – PEDESTRIAN BRIDGE which includes general features of the design, engineering and geotechnical requirements, installer qualifications, submittal requirements, and other pertinent specifications.

Q9: Is Blasting permitted as a means and method for rock excavation?

A9: No, blasting is NOT permitted as a means and method by the City.

Q10: Do you have a Geotechnical report for us?

A10: There is no geotechnical report for this project. As per Section II: General Conditions and Instructions to Bidders. 60. EXCAVATION – *All bidders are hereby directed to familiarize themselves with all site conditions including subsurface and the proximity of adjacent features.*

Q11: What is the Minority or Small and/or Local business affiliated goal for this contract?

A11: While there are not any requirements, it is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

Q12: Do you provide a Prevailing Wages?

A12: The City of Rockville has no minimum/living wage requirements above those set by the federal government. Prior to submitting a bid, bidders should consult their accountants or bookkeepers with regard to how State of Maryland and Montgomery County, Maryland legislation related to minimum and living wages impacts their labor costs for the solicited work, as any additional costs associated with the legislation shall be the responsibility of the bidder.

Q13: We found discrepancies in the count for trees to be removed.

Page 004 called out 55, but we counted only 50.

Page 005 called out 25, but we counted only 26.

Page 008 called out 28 trees, but we counted 31.

Page 009 called out 26 trees to be removed but we counted 27.

Page 010 called out 29 trees to be removed but we counted 28.

Page 011 called out 23 trees to be removed but we counted 22.

Page 012 called out 27, but we counted only 31.

Our total count came out to 245 trees, while your total count came out to 243 trees to be removed.

A13: It appears the X on TR 419 is covered by the following notation "Top Exposed, 15" Metal Pipe (TBR)." TR 419 does not appear on the grading plans or planting plans. The following 3 trees, 386, 387, and 392, are shown on subsequent plan pages. As site conditions change over time, assume the total number of trees to be removed is 251.

Trees to be removed will be paid as per PAY ITEM 4: CLEARING & GRUBBING. Bidders to include Contingent unit price per tree for Tree Removal of trees other than those identified on the plans, as per Addition 3.

Q14: The shade tree planting detail on page 65 of the plans shows trees being staked, but says "stakes are optional". Will tree plantings require staking/wiring?

A14: Tree plantings shall be staked and guyed using "nylon, polypropylene, or similar, 3/4" to 1" wide straps or approved equal" per detail "Shade Tree Planting Detail A-1" on plan sheet 65. Staking and guying may be omitted from multi-stem species. All single stem species, both shade and understory, require staking. Stakes must be 2"x2"x6'.

Q15: The individual sheet planting quantities outlined in the master plant schedule on sheet 65 of the plans do not add up to either of the "total quantity native" quantities in the same schedule. Please confirm planting pay item quantities.

A15: Quantities on the bid tab have been confirmed - Total Quantity Alternative #1 should be used. [Alternative #1 was selected for Sheet 66 and Columns SHT 66A1, SHT 66A2, and Total Quantity Alternative #2 should be ignored.] A revised Master Plant Schedule and/or planting plans with the validated quantities per sheet will be issued prior to planting.

As detailed in Technical Specifications PAY ITEMS NO. 42- 62 TREE, SHRUB, AND PERENNIAL INSTALLATION AND ESTABLISHMENT, items will be measured and paid for at the Contract unit price per each. The applicant is required to schedule a pre-planting meeting with the Forestry Inspector prior to installing any plant material.

Q16: Page 60 of the plans includes an ESC Tabulation Table that indicates a requirement for 39 LF of Turbidity curtain but I cannot locate it on the plans. Where is this turbidity curtain required? If it is required, will the City please add a pay item for it?

A16: Turbidity curtain is not required and should be ignored. This was initially proposed for construction of the endwall at the end of the rip rap swale along old Avery Rd. It has been removed from plan sheet 54 and replaced with a sandbag dike.

Q17: Page 45 of the plans includes a detail for reforestation signs and says they are to be placed approximately 100 feet apart. Where/how many of these are signs required? Are these reforestation signs the same as the tree protection signs that are to be placed 100' apart along the high visibility fence (detail on same page) or are these additional signs? The required size and language of the signs are different per these two details.

A17: Reforestation Signs differ from Tree Protection Signs. As detailed in Technical Specifications PAY ITEM NO. 13 – TREE PROTECTION / HIGH VISIBILITY FENCE - reforestation signs are to be placed approximately 100' apart, with maximum sign spacing permitted of 150'. The exact number and location should be coordinated with CMD inspector and Forestry Inspector. Reforestation signs will be provided by the City.

Tree Protection Signs are to be placed as shown on the Tree Protection/ High Visibility Fence Detail (Sheet 45) at 30' O.C. maximum spacing.

Q18: Page 42 of the plan set, Landscaping & Final Stabilization note 3, instructs to "re-install garden near the SCE and City Maintenance Building parking lot". Is there planting scope outside of the quantities provided in the pay items required on this project? Please clarify.

A18: Disregard Note 3. Technical Specifications PAY ITEM 37 SPLIT RAIL FENCE-REPLACE covers removal of the existing split rail and installing a new split rail fence. This is sufficient.

Q19: The specifications for clay plugs indicate that "testing" is incidental to the line item, but there are no compaction requirements outlined in this item. We are just instructed to compact each 6" lift of the clay plug with a walk-behind plate compactor, making two complete passes atop each lift. Will geotechnical testing be required for clay plugs? If so, what level of compaction will need to be achieved?

A19: Testing for PAY ITEM 41— CLAY PLUG pertains to the soil tests required for the Select Fill Material used in the Clay Plug to verify that it meets the specification. Compaction testing of the Select Fill Material used in the clay plugs is not required.

Q20: The specifications in several places refer you to a pay item for Furnished Stream Bed Material, but there is no pay item for this material. Is it anticipated that all required streambed material will be salvaged onsite? If not, please add a line item for furnished streambed material.

A20: The City prefers the harvest and storage of stream bed material from areas where the existing channel is to be disturbed and/or excavated to install proposed structures for the restoration project work. See Technical Specifications - Salvaged Stream Bed Material. This item will not be measured and is incidental to the unit rate for Excavation; no separate payment will be made. In areas where salvaged stream bed material is

not of sufficient volume to achieve requirements set forth in the Contract Documents, the Contractor will furnish and install natural stream bed material, as detailed in Technical Specifications – Stone and Aggregates. All streambed material, salvaged or furnished, is incidental to the construction of the stream structures and should be factored into the unit price for those pay items.

Q21: Please clarify if contractors will be required to acquire any permits for this project.

A21: MDE National Pollutant Discharge Elimination System (NPDES) General Permit (GP-20) for Stormwater Associated With Construction Activity Stormwater Pollution Prevention Plan (SWPPP) will be completed and maintained by the Contractor following the completion of the bidding and award process. It is incumbent on the Contractor to maintain, monitor and comply with the SWPPP during construction. The SWPPP is a living document and will need to be updated as the situation requires. The Contractor is not required to acquire any additional permits.

Q22: Please clarify the allowed completion time for construction. The documents say 600 working days in two places and 180 calendar days in another.

A22: CORRECTION. (page 29 of 304) SECTION III. SPECIAL TERMS AND CONDITIONS. CONTRACT TERM

This contract will begin 10 working days from the date of issuance of a notice to proceed. All work associated with this project must be completed within ~~180 calendar~~ 600 working days after the notice to proceed has been issued. It is possible that the City may issue a Limited Notice to Proceed (LNTP) to allow for mobilization, coordination, field measuring, shop drawing review/approval, submission of work plan and ordering long lead time components.

Q23: Are there prevailing wage requirements for this contract?

A23: The City of Rockville has no minimum/living wage requirements above those set by the federal government. Prior to submitting a bid, bidders should consult their accountants or bookkeepers with regard to how State of Maryland and Montgomery County, Maryland legislation related to minimum and living wages impacts their labor costs for the solicited work, as any additional costs associated with the legislation shall be the responsibility of the bidder.

Q24: Are there any minority participation requirements for this contract?

A24: While there are not any requirements, it is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economic considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

Q25: What is the anticipated NTP date for construction?

A25: October 15, 2025. A Limited Notice to Proceed (LNTP) may be issued to allow additional time for the Contractor to prepare submittals and order long lead time items. In the event a LNTP is issued, the Contractor is not required to start work and any costs accrued in addition to the contract's pay items prior to the NTP are incidental to the contract.

Q26: Are there any time of year restrictions that affect when any portions of the work can be constructed?

A26: Stream closure period: March 1 – June 15. Time of year tree clearing restriction for the northern long-eared bat: April 1 – July 31.

Q27: Can a cut/fill report be provided?

A27: See Sheet 60, SITE ANALYSIS TABULATION. Estimated cut: 4,691 CY. Estimated fill: 8,137 CY.

Q28: When is NTP expected?

A28: October 15, 2025. A Limited Notice to Proceed (LNTP) may be issued to allow additional time for the Contractor to prepare submittals and order long lead time items. In the event a LNTP is issued, the Contractor is not required to start work and any costs accrued in addition to the contract's pay items prior to the NTP are incidental to the contract.

Q29: Could consideration be given to extend the question period?

A29: No.

Q30: Can a cost range be provided?

A30: The estimated cost/classification of this project is within the range of \$2,500,001 to \$5,000,000 (Class E). This range is in accordance with project classifications established by the State of Maryland DGS.

Q31: What closure periods apply to this contract?

A31: Stream closure period: March 1 – June 15. Time of year tree clearing restriction for the northern long-eared bat: April 1 – July 31.

Q32: When is NTP expected?

A32: October 15, 2025. A Limited Notice to Proceed (LNTP) may be issued to allow additional time for the Contractor to prepare submittals and order long lead time items. In the event a LNTP is issued, the Contractor is not required to start work and any costs accrued in addition to the contract's pay items prior to the NTP are incidental to the contract.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME IN THE INVITATION FOR BID (IFB).

Additionally, please be sure to submit all required forms with your bid per this addendum and the solicitation instructions.

ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 2 BY SIGNING BELOW AND RETURNING A COPY OF THE ADDENDUM WITH YOUR BID OR ACKNOWLEDGING IN YOUR BID.

ISSUED BY: TJ Ellison, Principal Buyer, 8/13/2025

NAME OF BIDDER: _____

BID DUE DATE: 2:00 P.M. (EST), THURSDAY, AUGUST 26, 2025



TERMS AND CONDITIONS OF USE OF CADD FILES AND DISCLAIMER AND LIMITATION OF LIABILITY

Solicitation: IFB No. 25-25
Project Name: Croydon Creek & Calvin Park Tributary Stream Restoration project
("Project")
Company Name: _____ ("Bidder")

AECOM and its consultant - Environmental Systems Analysis, Inc. ("Engineer") prepared the project plans and contract drawings ("Contract Drawings") for the City of Rockville (the "City") for the above-referenced Project. The City will provide electronic copies of CADD files related to the Contract Drawings ("CADD Files") and the use of the CADD Files is subject to these terms and conditions.

Bidder expressly acknowledges that the City did not create the CADD Files and that the City has no knowledge of what information is contained in the CADD Files. The City cannot guarantee that the CADD Files contain complete and accurate information. The CADD Files are being provided "as is." The CADD Files are supplemental information that is not intended to replace the Contract Drawings. The CADD Files may or may not contain differences from the Contract Drawings, including, but not limited to, alternate designs, obsolete designs, addenda, bulletins, constructions sketches, and informational sketches. Such differences may or may not be clearly indicated. Where such differences exist, they do not supersede the Contract Drawings and the Contract Drawings govern.

Any use of the CADD Files is at the Bidder's sole risk. The Bidder assumes all risk and liability for any losses, damages, claims, or expenses resulting from the use or possession of any of the CADD Files. The City shall in no event be liable for direct, indirect, special, incidental, contingent, or consequential damages resulting from any defect in the CADD Files or with any information contained in the CADD Files. The Bidder agrees to indemnify and hold harmless the City against any claims, damages, or liabilities of any kind relating to Bidder's use of the CADD Files.

Bidder's use of the CADD Files is subject to the terms and conditions of the Engineer's disclaimer and waiver.

The undersigned has read, understands, and agrees to these Terms and Conditions of CADD Files and Disclaimer and Limitation of Liability and is authorized by the Bidder to execute this document on Bidder's behalf.

By: _____

Date: _____

Printed Name, Title

AGREEMENT FOR TRANSFER OF DIGITAL MODEL FILES

Name of Project: Croydon Creek & Calvin Park Tributary Stream Restoration Project
Project No: 60537285

This Agreement governs the transfer and use of the enclosed files in digital form (the "DIGITAL MODEL FILES"), entered into this ____ day of _____, 202_, by and between AECOM Technical Services Inc. ("AECOM") and the receiver of such files _____ known as the "Owner's Bidder" of the above referenced Project. All rights not expressly granted herein are reserved to and for AECOM. Consultants under a fully executed written contract with AECOM for the above-referenced project are excepted from this transfer agreement.

Whereas Owner of the Project, has requested that AECOM and its consultants, make copies of DIGITAL MODEL FILES to make available to Owner's Bidder of the Project exclusively for purposes of determining clash detection of building systems and components, the quantity of components, calculating the surface area or volumes of materials or assemblies necessary for the completion of the project, optimum construction sequencing, material logistics, and construction equipment placement (the "Reference Uses"); and

Whereas, the DIGITAL MODEL FILES were developed by AECOM and its Consultants for use in preparation of two-dimensional construction documents for the above-referenced Project; and

Whereas, Owner's Bidder of the Project understands and acknowledges that the DIGITAL MODEL FILES were not created or intended for use directly as construction documentation by Owner's Bidder of the Project, and after the DIGITAL MODEL FILES are provided they can become digitally corrupted without detection, can be modified without AECOM's knowledge, may not be readable by Owner's Bidder of the Project due to file format incompatibilities, and the original DIGITAL MODEL FILES may be modified by AECOM after the DIGITAL MODEL FILES are transferred pursuant to the protocol described in this Agreement, any of which circumstance could cause damage or loss to Owner's Bidder of the Project; and whereas, Owner's Bidder of the Project understands and acknowledges that these risks are inherent with any use of the DIGITAL MODEL FILES and that use of the DIGITAL MODEL FILES will save the Owner's Bidder of the Project considerable time and expense in the coordination and management of the Project, which represents good and valuable consideration for the following indemnification and release;

Therefore, in consideration of AECOM, under this Agreement, to transfer the DIGITAL MODEL FILES to Owner's Bidder of the Project exclusively for Reference Uses, Owner's Bidder of the Project understands and acknowledges that the DIGITAL MODEL FILES will continue to be modified and refined during the design process and the transferred DIGITAL MODEL FILES only represent a transitory state in that evolution. Owner's Bidder of the Project understands and acknowledges that the DIGITAL MODEL FILES developed by AECOM and Consultants have been created for the purposes of developing and communicating the design intent of the project. Therefore, AECOM make no warranty, express or implied, that the DIGITAL MODEL FILES contain all architectural elements that may have an impact on the Referenced Uses nor that the DIGITAL MODEL FILES are absolutely coordinated with the two-dimensional construction documents. In the event of conflicts between the two-dimensional contract documents and the DIGITAL MODEL FILES, the contract documents take precedence.

The DIGITAL MODEL FILES have been prepared in accordance with the standard of care in the industry for similar projects under similar circumstances. While the DIGITAL MODEL FILES can be used to detect potential conflicts between elements, they may not accurately reflect all quantities, surface areas, and volumes, and may not accurately or completely describe all architectural elements that may have an impact on the Referenced Uses in the actual construction of the project.

Owner's Bidder of the Project agrees that, the Digital Model Files will NOT be used for permitting, regulatory approval, construction purposes, submittal preparation, for modification or reuse on the Project, use for additions to the Project, use for completion of the Project by others, or use for other projects, hereinafter called "Drawing Uses".

Based on the foregoing, OWNER'S BIDDER OF THE PROJECT AGREES, JOINTLY AND SEVERALLY, TO RELEASE, INDEMNIFY, AND DEFEND AECOM AND CONSULTANTS, THEIR RESPECTIVE OFFICERS, SHAREHOLDERS, AND EMPLOYEES, COLLECTIVELY CALLED "INDEMNITEES, FROM ANY AND ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, LOSSES, DAMAGES, AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES, EXPERT WITNESS FEES, AND COURT COSTS ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY USE OR DRAWING USES OF THE DIGITAL MODEL FILES PROVIDED BY AECOM AND/OR CONSULTANTS PURSUANT TO THIS AGREEMENT.

OWNER'S BIDDER OF THE PROJECT ACKNOWLEDGES THAT THE TRANSFER OF DIGITAL MODEL FILES IS A SERVICE AND SHALL NOT CONSTITUTE A SALE OF GOODS; AND, AECOM MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE IN CONNECTION WITH THE SERVICE OF PROVIDING ACCESS TO, AND THE TRANSFER OF, THE DIGITAL MODEL FILES, OR THAT THE DIGITAL MODEL FILES WILL BE USABLE OR ACCURATE, WHICH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.

OWNER'S BIDDER OF THE PROJECT AGREES TO THE TERMS AND CONDITIONS OF ACCESS TO, AND USE OF, THE DIGITAL MODEL FILES UNDER THIS AGREEMENT.



DISCLAIMER OF LIABILITY

ENVIRONMENTAL SYSTEMS ANALYSIS, INC. nor its employees make any warranty, express or implied, including the warranties for merchantability and fitness for a particular purpose; or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed; or represents that its use would not infringe privately owned rights. Additionally, ENVIRONMENTAL SYSTEMS ANALYSIS, INC. nor its employees make any claims, promises or guarantees about the accuracy, completeness, or adequacy of the contents of any electronic file or drawing referenced or attached hereto or forwarded by under separate cover or transmission and expressly disclaims liability for errors and omissions in the contents of such files or drawings. Any information provided herein was compiled by ENVIRONMENTAL SYSTEMS ANALYSIS, INC. for its use in preparing sealed final engineering plans and/or survey plats for its client. These electronic files should not be misinterpreted as being the final product nor do they necessarily contain the same information as the final product as sealed or approved by any agency or reviewing authority. It is the policy of ENVIRONMENTAL SYSTEMS ANALYSIS, INC. to not relinquish CADD or other electronic data files, but will, at times, at its discretion and at the request of the client, provide these types of files to other companies. These files are to be used solely at the risk of the intended recipient. At no time shall these files be shared by the intended recipient with another company or any third party for any reason.

We ask that the following be completed by the recipient and this entire page be returned to ENVIRONMENTAL SYSTEMS ANALYSIS, INC. Upon receipt of the signed Disclaimer, the files will be forwarded.

I have read the above Disclaimer and hereby accept its terms and conditions.

Project Name: Croydon Creek & Calvin Park Tributary Stream Restoration Project

Project Number: 201657

Signature of Recipient

Date

Printed Name

Company Name/Address/Phone