

July 10, 2024

**Subject: ITB 2418-B: Phillips Lake & Kozisek Lake Dam Rehabilitation  
Addendum 1**

Gentlemen/Ladies:

Below, please find responses to questions, clarification, or additional information for the above referenced Invitation to Bid. You will need to consider this information when preparing your bid.

**1. Will Longview and Neely roads be closed?**

Yes, both roads may be closed by the Contractor per the Project Specific Terms and Conditions, Section O Traffic Control. In addition, please note the response to question 13 below which increases the allowable road closure from 180 to 270 days.

**2. Is Kozisek Lake drained?**

The pool level of Kozisek has been lowered as required by the Georgia Safe Dams Program, but the day-to-day level varies depending on rainfall. As part of the shop drawing submittal process, the successful contractor shall submit how they intend to provide for the diversion of the stream flow and storm water flow during construction until the proposed stormwater conveyance systems are constructed and put into operation.

**3. Will Phillips Lake be drained?**

Per Section 31 23 19 of the Technical Specifications, the contractor shall be responsible for care, diversion, and removal of water. Page C-107 of the construction plans, Temporary Cofferdam Note #4: "The lake shall generally be maintained by the contractor in a drained condition..." As a part of the shop drawing submittal process, the successful contractor shall submit how they intend to provide for the diversion of the stream flow and storm water flow during construction until the proposed stormwater conveyance systems are constructed and put into operation.

**4. When do you expect a Notice to Proceed to be issued?**

Once the BOC awards the contract, a Notice of Award will be issued immediately, typically the following business day. The Notice to Proceed will be issued soon after the Contractor returns all required documents.

**5. Can we borrow dirt from County property?**

Yes. Based on the questions in this Addendum, Fayette County is offering three locations for use by the Contractor for either borrow (cut) material and/or disposal of excess materials or unsuitables. Details of each are provided at the end of this Addendum, see Locations A, B and C in Attachment 1. Contractors may elect to use any or all the locations, or none.

- Location A – 1.5 acres adjacent to Phillips Lake
- Location B – 10 acres adjacent to Phillips Lake (former home site)
- Location C – Fayette County Transfer Station.

Since use of Location B could jeopardize the value of the land for future development or sale, **Fayette County is providing an Alternate Bid Item for use of Location B requesting a credit for use of the property. The Bid Tabulation Sheet has been updated and is included as Attachment 2. PLEASE USE THE REVISED BID TABULATION SHEET ATTACHED HERETO. Contract award may include the base bid only, or base bid and deductive alternate.**

**6. If we want to get a borrow pit permit, could we use dirt from the property adjacent to Phillips Lake?**

Yes, see the response to Question 5 above and the information sheets on Locations A, B, and C in Attachment 1.

**7. Does the County have a borrowed dirt pit?**

Yes, see the response to Question 5 and the information sheets on Locations A, B, and C in Attachment 1.

**8. Will the County release the CAD files?**

If you wish to receive the CAD files, please submit the signed *Request form for Electronic Files from Walden, Ashworth & Associates, Inc.* (Attachment 3) to [purchasinggroup@fayettecountyga.gov](mailto:purchasinggroup@fayettecountyga.gov).

**9. When does the County anticipate issuing a Notice to Proceed for this project?**

See response to Question 4.

**10. (Phillips & Kozisek Dams) What is the budgeted amount for construction of this project?**

The County does not release funding information for projects within the procurement process.

**11. (Phillips & Kozisek Dams) Will the contractor be required to furnish a temporary field office for the county's use during construction of this project?**

No, a temporary field office is not required.

12. (Phillips & Kozisek Dams) (Refer to ITB 2418-B, Page 25, Item "O") This includes the following statement, "Full road closure of Longview Road and Neely Road will be permitted for a maximum of 180 calendar days." Does this mean 180 calendar days at each site or 180 calendar days for both sites?

Both. Please see response to Question 13.

13. (Phillips Dam) (Refer to ITB 2418-B, Page 25, Item "O") This includes the following statement, "Full road closure of Longview Road and Neely Road will be permitted for a maximum of 180 calendar days." With the amount of work required at Phillips Lake we believe that 180 days for closure of the road is not sufficient time for completion. Please consider increasing the allotted time for road closure to at least 270 days.

Fayette County accepts this recommendation and will allow road closure of Longview Road and/or Neely Road for up to 270 days. The 270 days may be used by the Contractor for closure of one or both roads. It is a limit for both projects (not each). All other traffic control requirements within the ITB still apply.

14. (Phillips & Kozisek Dams) (Refer to ITB 2418-B, Pages 26 & 27) Bid Items 3 & 14 are unit prices for "Riprap complete in place including foundation stone and filter fabric." Do these items refer to GDOT Type I riprap, GDOT Type III riprap or both?

The type of Rip Rap and stone is located on details within the plan sheets. For example, see Kozisek Lake Details C-109, C-113, etc.; and Phillips Lake Details C-112, C-113, S-302, etc.

15. (Phillips & Kozisek Dams) (Refer to ITB 2418-B, Pages 26 & 27) Bid Items 3 & 14 are unit prices for "Riprap complete in place including foundation stone and filter fabric." Will all the riprap shown in the plans be paid for under these items?

Yes.

16. (Phillips & Kozisek Dams) (Refer to Plan Sheets C-104, Note 8) Will the riprap referenced in this note be paid under Bid Items 3 & 14?

Yes.

17. (Phillips Dam) (Refer to ITB 2418-B, Page 11, Item 27) This item includes the statement "The bond shall include the condition to keep the bridge in good condition for a period of not less than seven years." Please provide the county's expectations regarding this statement.

**To recap, The Terms & Conditions, Item 27 says: Performance and Payment Bonds:** Prior to execution of a contract, the Successful Bidder shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570). **The bond shall include the condition "to keep the bridge in good condition for a period of not less than seven years."**

O.C.G.A. § 32-4-69 says that, for a construction contract of \$5,000 or more, no contract of a county shall be valid unless the contractor gives a performance bond in the amount of the bid, and such other bonds required by the county in its advertisement for bids, including but not limited to public liability and property damage insurance bonds.

O.C.G.A. § 32-4-70(b) says that the county “may require the successful contractor to add to the conditions of the performance bond required under paragraph (1) of Code Section 32-4-69 the following condition: to keep the bridge in good condition for a period of not less than seven years.”

O.C.G.A. § 32-4-71(b) says, “If the condition of bridge repair authorized by Code Section 32-4-70 to be added to the performance bond is not taken, the contracting county or counties shall be primarily liable for all injuries caused by reason of any defective bridge for damages occurring within seven years of the contractor’s work on the bridge and its acceptance by the county or counties, provided that the county shall be discharged from all liability upon the inclusion in the performance bond of the aforesaid bridge repair condition.”

The county’s expectation is that the bridge will remain in good condition and free of defects that cause injuries for seven years after the bridge is completed. This requirement is specific to the proposed bridge on Longview Road.

- 18. (Phillips & Kozisek Dams) (Refer to Technical Specification 31 00 00, Part 3.10) This item includes the statement “Excess Material that cannot be spread on site shall be hauled offsite by the Contractor. The material may be taken to the Fayette County Staging Area located on 1st Manassas Mile Road in Fayetteville.” See Supplementary Conditions for additional information.” Please provide the supplementary condition referenced in this specification.**

Please see response to Question 5. The 1<sup>st</sup> Manassas Mile option is Location C in Attachment 1.

- 19. (Phillips & Kozisek Dams) (Refer to Technical Specification 31 00 00, Part 3.10) This item includes the statement “Excess Material that cannot be spread on site shall be hauled offsite by the Contractor. The material may be taken to the Fayette County Staging Area located on 1st Manassas Mile Road in Fayetteville.” See Supplementary Conditions for additional information.” Please confirm that this applies only to excavated and stripped materials meeting requirements for fill or topsoil material in excess of that used to construct required fills, embankments and topsoiled areas.**

Fayette County is not entirely clear on this question. Any excavated material that can’t be used as part of the project for required fill section, for topsoil, or spread as excess within the project limits (as approved by the Project Engineer) may be taken to the Transfer Station (Location C) for stockpiling or disposal in the County’s inert landfill. Please see Attachment 1.

**20. (Kozisek Dam) Will the vegetation in the lakebed have to be removed prior to filling the lake after completion of the project?**

Yes, all areas within the limits of disturbance shall be cleared entirely of vegetation.

**21. (Phillips & Kozisek Dams) (Refer to ITB 2418-B, Pages 26 & 27) Bid Items 1 & 12 are lump sum pricing for each dam to include all work indicated on the plans except for the unit price items. Regarding the earthwork at both sites, do these lump sum items include excavation and embankment fill from the proposed finished grade to the existing grade only and anything below the existing grade will be paid by the corresponding unit price items? (i.e. Undercutting of Unsuitable Soils and Offsite Borrow)**

The Earthwork Bid Item will be paid from the Proposed Grade to the Existing Grade Only. Undercutting and backfilling to Existing Grade will be paid as using the unit price for the "Undercutting of Unsuitable/Alluvial Soils, Backfilling with approved material" line item as directed and measured in the field by either the Geotechnical Consultant and/or the Engineer.

**22. (Phillips & Kozisek Dams) (Refer to ITB 2418-B, Pages 26 & 27) Bid Items 1 & 12 are lump sum pricing for each dam to include all work indicated on the plans except for the unit price items. Regarding the foundation drain systems at both sites, do these lump sum items include excavation in the undercut areas once the unsuitable material has been removed and replaced?**

The foundation drain will not be installed until the unsuitable soils have been removed and select fill has been placed in the excavated area and compacted. Then the drain will be excavated into the correct alignment and installed. Sometimes the geotechnical consultant will work with the contractor to fill the excavated area in stages so that the foundation drain can be placed in lifts, other sometimes that is not possible due to constrictions or conflicts.

All work associated with the foundation drains will be paid from the "Completion of all work. . ." line items (Nos. 1 and 12 for Kozisek and Phillips respectively).

**23. (Kozisek Dam) The plans show the GDOT Box Culvert Standards for the proposed auxiliary spillway. These standards are for cast-in-place concrete construction. Will a precast box culvert be allowed for use in this application?**

No. The box culvert is the dam's secondary spillway and was approved by the Georgia Safe Dams Program as a poured in place structure.

**24. (Kozisek Dam) (Refer to Plan Sheet C-103) What is the diameter and length of the pipe noted to be grouted/abandoned under the direction of the project geotechnical engineer?**

Page 3 of the Kozisek Dam Geotechnical Report states the low-level pipe is an 8-inch DIP with a slide gate. The exact length of the pipe has not been measured but can be estimated from the plans. The procedure to abandon the pipe is outlined in page 17 of the Geotechnical Report. The “1-inch pipe with water valve” referenced on the plans is on the surface of the dam and is part of the slide gate mechanism that open/closes the low-level pipe.

**25. (Kozisek Dam) (Refer to Plan Sheet C-103) What is the diameter and length of the old culvert pipe noted to be demolished and removed?**

The culvert under Neely Road and referenced on Sheet C-103 as “Demolish and Remove Old Culvert Pipe” is identified as a single 18-inch CMP per a Visual Inspection Report completed in Jun 2010 by EPD. The pipe is several feet longer than the width of the road. Once removed, the excavated area shall be backfilled with select material and compacted to 98% standard proctor.

**26. (Kozisek Dam) (Refer to Plan Sheet C-103, Note 5) This note states “The contractor is responsible for acquiring all necessary permits for the demolition, removal, transportation and disposal of.....” What permits are required?**

Depending on the location(s) used for borrow, permitting requirements could include getting a Land Disturbance Permit, development and implementation of a Soil Erosion and Sedimentation Control Plan, wetland permitting, etc. The Contractor is responsible for ensuring any work done outside the project limits, such as an off-site borrow pit, is in accordance with applicable local, state, and federal requirements.

The Contractor is also responsible for establishing state water buffer limits, as measured from points of wrested vegetation, and keeping those areas protected.

**27. (Phillips Dam) (Refer to Plan Sheet C-103) This sheet shows a gas line to be demolished and removed. Will this work be performed by the utility company?**

The gas line is being capped and abandoned by the utility. Removal of the abandoned pipe within the limits of disturbance will be the responsibility of the contractor.

**28. (Phillips & Kozisek Dams) What is the thickness of the existing asphalt?**

The asphalt thickness on Longview Road and Neely Road varies. Please refer to the geotechnical boring logs to review the available information. Contractors may collect additional core samples, at their cost, if additional data is desired.

**29. Is there a location (county or otherwise) for borrow dirt and excess soil disposal?**

Yes, see the response to Question 5, above and the information sheets on Locations A, B, and C in Attachment 1.



**30. Since there hasn't been much time to get through all the documents can you please extend the questions deadline one week?**

Following distribution of this addendum (No. 1), Fayette County will accept additional questions and the deadline for bid submittals is extended. See below for new deadlines.

**31. Can a list of local subcontractors and vendors be provided? Also, can a list of qualified disadvantaged businesses be provided?**

Fayette County does not maintain a list of local contractors/vendors. The project does not have a DBE goal or requirement.

Received by (Name): \_\_\_\_\_ Company \_\_\_\_\_

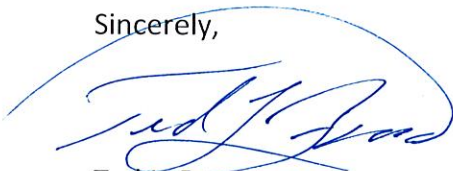
Note: If this addendum is not returned to the Fayette County Purchasing Department or if it is returned not signed, responding individuals, companies or other organizations will still be responsible for the requirements of this addendum and the specifications or changes herein.

Due to the complexity of the project, the county will accept additional questions until 2:00 p.m. on Monday, July 15, 2024. After that, we will not be able to respond to any inquiries about this project.

The opening date for this Invitation to Bid has changed. **The bid opening time and date are 2:00 p.m. on Wednesday, July 24, 2024.** Bids must be received by the Purchasing Department at the address above, Suite 204, at or before the opening date and time.

If you have questions, please email [PurchasingGroup@FayetteCountyGA.gov](mailto:PurchasingGroup@FayetteCountyGA.gov) or call 770-305-5420.

Sincerely,



Ted L. Burgess  
Chief Procurement Officer

### Location A – 292 Longview Road, Adjacent to Phillips Lake



**Use** – An approximate 1.5-acre borrow source, and possible fill location.

**Soil Information** – None. The material may or may not be suitable as an approved borrow source. Contractors may inspect the site and collect samples for inspection and testing.

**Finish Grading** – If used as a borrow area only, the site shall be left with a finish elevation at least three feet above the proposed 100-year pool elevation and positive drainage of at least 2% to the pond. The maximum finish grade of the borrow area shall be 3:1. If cut and then backfilled the site shall be brought back to match existing topography.

**Permit Requirements** – The Contractor shall prepare and implement all permits appropriate for the proposed work. These may include, but not be limited to a Soil Erosion and Sedimentation Control Plan, a State Mining Land Use Plan (MLUP), or other permit required by local, state, or federal rules and regulations. Any plans or permits developed for the borrow source shall be independent of the ESCP and LDP for the dam rehabilitation project.

**Erosion & Sedimentation Requirements** – Regardless of permitting needs, the Contractor shall provide appropriate Best Management Practices to minimize erosion and prevent the off-site migration of sediment. Upon completion of grading work the area shall be permanently stabilized per Green Book Requirements.



ITB 2419-B Addendum 1

Borrow/Fill Locations on County Property

**Cost Impacts** – All costs associated with preliminary investigations, earthwork, hauling, testing, clearing, permitting, ESCP measures, final stabilization, etc. shall be paid by the Contractor with no reimbursement by Fayette County.

### Location B – 292 Longview Road, Former Home Location



**Use** – An approximate 10-acre site for as a borrow and/or fill location.

**Soil Information** – None. The material may or may not be suitable as an approved borrow source. Contractors may inspect the site and collect samples for inspection and testing.

**Finish Grading** – The contractor shall provide a finished grading plan for review and approval by Fayette County prior to any land disturbance.

**Permit Requirements** – The Contractor shall prepare and implement a Soil Erosion and Sedimentation Control Plan for the location, subject to review and approval by Fayette County. Other permits, including a State Mining Land Use Plan (MLUP), may be required to satisfy local, state, or federal rules and regulations. Any plans or permits developed for the borrow source shall be independent of the ESCP and LDP for the dam rehabilitation project.

**Cost Impacts** – All costs associated with preliminary investigations, earthwork, hauling, testing, clearing, permitting, ESCP measures, final stabilization, etc. shall be paid by the Contractor with no reimbursement by Fayette County.

**Bid Deduct** – The Bid Schedule for each project includes an Alternate Line Item for On-Site Borrow and Fill. The Contractor shall indicate the amount of bid deduct to be credited if the Alternate Line Item is awarded. Based on the cost savings to the project, Fayette County will decide to award the contractor with or without the Alternate Line Item.

**Location C – Fayette County Transfer Station at 211 First Manassas Mile Road, Fayetteville**



**Use** – Access to existing County stockpile of previously cut material and to the County’s inert landfill. Fayette County will determine what excess material/unsuitable material shall be stockpiled for future use or disposed in the inert landfill.

**Soil Information** – None. The material may or may not be suitable as an approved borrow source. Contractors may inspect the site and collect samples for inspection and testing.

**Finish Grading** – Coordination with Fayette County Road Department required prior to work in the area.

**Permit Requirements** – The Contractor shall prepare and implement all permits appropriate for the proposed work. These may include, but not be limited to a Soil Erosion and Sedimentation Control Plan, a State Mining Land Use Plan (MLUP), or other permit required by local, state, or federal rules and regulations.

**Erosion & Sedimentation Requirements** – Regardless of permitting needs, the Contractor shall provide appropriate Best Management Practices to minimize erosion and prevent the off-site migration of sediment. Upon completion of grading work the area shall be permanently stabilized per Green Book Requirements.

**Cost Impacts** – All costs associated with preliminary investigations, earthwork, hauling, testing, clearing, permitting, ESCP measures, final stabilization, etc. shall be paid by the Contractor with no reimbursement by Fayette County.

ITB 2419-B Addendum 1  
Borrow/Fill Locations on County Property

**Traffic Control** – Traffic can be heavy at the Transfer Station. The Contractor shall be responsible for providing flaggers, if needed, to safely coordinate traffic flow between haul trucks and customers of the Transfer Station.

**BID TABULATION SHEET**  
**ITB 2418-B: Phillips Lake Dam & Koziseck Lake Dam Rehabilitation**

<b>KOZISEK LAKE DAM REHABILITATION BID SCHEDULE</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Completion of all work indicated on the stamped approved construction plans and specifications, with the exception of items noted below as unit price items	1.00	LS		
2	Undercutting of Unsuitable/Alluvial Soils and Backfilling with approved material	30,000.00	CY		
3	Riprap complete in place including foundation stone and filter fabric	5,000.00	TON		
4	Rock excavation and disposal	10.00	CY		
5	Asphalt pavement surface - 1.5-Inch 9.5mm	300.00	SY		
6	Asphalt pavement binder - 2.0-Inch 19mm	300.00	SY		
7	Asphalt GAB - 6-inch compacted	300.00	SY		
8	Off-site Borrow, incl haul to site, and placement of unsuitable soil back in	40,000.00	CY		
9	Borrow Area erosion control, complete including vegetative stabilization, daily inspections and BMP maintenance	1.00	LS		
10	Provide As-Built Survey of all improvements to include, elevations, inverts, pipe sizes, dimensions, right-of-way and boundary lines, and any other information necessary to submit or as required by the GA SDP and/or Fayette County. Survey to be provided by a Georgia Licensed Surveyor	1.00	LS		
11	Special Allowance	1.00	LS	\$ 100,000.00	\$ 100,000.00
<b>TOTAL KOZISEK LAKE DAM REHABILITATION</b>					

<b>PHILLIPS LAKE DAM REHABILITATION BID SCHEDULE</b>					
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
12	Completion of all work indicated on the stamped approved construction plans and specifications, with the exception of items noted below as unit price items	1.00	LS		
13	Undercutting of Unsuitable/Alluvial Soils, Backfilling with approved material	20,000.00	CY		
14	Riprap complete in place including foundation stone and filter fabric	2,320.00	TON		
15	Rock excavation and disposal	10.00	CY		
16	Asphalt pavement surface - 2.0-Inch 9.5mm	1,560.00	SY		
17	Asphalt pavement binder - 3.0-Inch 19mm	1,560.00	SY		
18	Asphalt GAB - 10-inch compacted	1,560.00	SY		
19	Off-site Borrow, incl haul to site, and placement of unsuitable soil back in	23,000.00	CY		
20	Borrow Area erosion control, complete including vegetative stabilization, daily inspections and BMP maintenance	1.00	LS		
21	Provide As-Built Survey of all improvements to include, elevations, inverts, pipe sizes, dimensions, right-of-way and boundary lines, and any other information necessary to submit or as required by the GA SDP and/or Fayette County. Survey to be provided by a Georgia Licensed Surveyor	1.00	LS		
22	Special Allowance	1.00	LS	\$ 160,000.00	\$ 160,000.00
<b>TOTAL PHILLIPS LAKE DAM REHABILITATION</b>					

KOZISEK LAKE DAM REHABILITATION \_\_\_\_\_

PHILLIPS LAKE DAM REHABILITATION \_\_\_\_\_

**TOTAL BASE BID - PHILLIPS LAKE DAM AND KOZISEK LAKE DAM REHABILITATION** \_\_\_\_\_

ITEM	DEDUCTIVE ALTERNATE	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
23	Credit to utilize borrow pit Location B as described and shown in Addendum 1. This bid item will be a deduction in the overall Total Base Bid and should be shown as a negative price.	1.00	LS		

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

**REQUEST FORM FOR ELECTRONIC FILES  
FROM  
WALDEN, ASHWORTH & ASSOCIATES, INC.**

**Project Name:** Phillips-Kozisek Dam Rehabs  
**Owner:** Fayette County  
**Project Location:** Fayette County, Georgia  
**Walden, Ashworth & Associates, Inc. Project Number:** 39022 - 38046

**THIS FORM IS NOT A PART OF THE BID DOCUMENTS OR CONTRACT DOCUMENTS FOR THE PROJECT NAMED ABOVE.**

In order to receive Electronic Files (CADD files) from Walden, Ashworth & Associates, Inc., this Request Form must be submitted to Walden, Ashworth & Associates, Inc. fully executed as indicated, and with no modifications.

**There are limitations to the type of file, when it will be made available, and to whom it will be made available.**

**The Recipient named below agrees, without exception, to the following terms and conditions:**

1. Recipient confirms its request to Walden, Ashworth & Associates, Inc. for electronic files listed below, which Recipient understands are to be provided only in accordance with, and conditioned upon, the terms and conditions of this Request Form.
2. Walden, Ashworth & Associates, Inc. agrees that Recipient may use the electronic files for the sole purpose of review of the general design concept proposed by Walden, Ashworth & Associates, Inc. related to the Project. Any electronic files provided are strictly for the use of the Recipient in regard to the Project named above, and shall not be utilized for any other purpose or provided by the Recipient to any other entity.
3. Drawings prepared by Walden, Ashworth & Associates, Inc. or its professional consultants that may be relied upon as Contract Documents are limited to those printed drawings that are signed and sealed by Walden, Ashworth & Associates, Inc. or its professional consultants and are identified as Contract Documents in the agreement between the Owner and Walden, Ashworth & Associates, Inc., subject to any approved changes thereto. Files of text, data, graphics or other information stored on Electronic Files are not Contract Documents and are furnished by the Walden, Ashworth & Associates, Inc., hereunder, solely for the convenience of the recipient and for the limited purpose stated above. Any information or data obtained or derived from such electronic file will be used at the recipient's risk.
4. The information we provide in any electronic file is the sole property of Walden, Ashworth & Associates, Inc. (WA&A), and is transmitted for your information.
5. Recipient acknowledges: that the Electronic Files do not contain all of the information necessary for Bid Documents or Contract Documents for the construction of the project. Recipient agrees that its use of the electronic files is at the Recipient's sole risk of liability, and that the Recipient shall make no claim or demand of any kind against Walden, Ashworth & Associates, Inc. arising out of Recipient's receipt or use of the Electronic Files.
6. Walden, Ashworth & Associates, Inc. makes no representation or warranty of any kind, express or implied, with respect to the Electronic Files and specifically makes no warranty that the Electronic Files shall be merchantable or fit for any particular purpose, or that they are accurate or complete. Furthermore, any description of said Electronic Files shall not be deemed to create an express warranty that such Electronic Files shall conform to said description.
7. Electronic Files are provided strictly as a courtesy by Walden, Ashworth & Associates, Inc. solely for the convenience of the Recipient, and are not part of the Bid Documents or Contract Documents for the Project. The Recipient assumes all risk and liability for any losses, damages, claims, or expenses resulting from its receipt, use, or possession of Electronic Files furnished by Walden, Ashworth & Associates, Inc.
8. The Recipient agrees to indemnify, defend and hold harmless Walden, Ashworth & Associates, Inc., its officers, agents, employees, and Owner from and against any and all claims, suits, losses, damages or costs, including attorney's fees, arising from or by reason of the Recipient's use of Electronic Files provided by Walden, Ashworth & Associates, Inc., and such defense and indemnification obligation duties shall survive any use under this Request Form.
9. All CADD files provided by Walden, Ashworth & Associates, Inc. hereunder shall be AutoCAD files (\*.dwg) in a format/version determined solely by Walden, Ashworth & Associates, Inc. The Recipient agrees that Walden, Ashworth & Associates, Inc. shall have no responsibility whatsoever for problems of any nature arising from the conversion of the files by the Recipient or others for use in non-native applications. Walden, Ashworth & Associates, Inc. will not provide files in compressed formats. Recipient agrees to accept the files in the format provided by Walden, Ashworth & Associates, Inc., and that Recipient's conversion shall be at Recipient's sole risk.
10. Walden, Ashworth & Associates, Inc., at its sole discretion, may modify the Electronic files before they are provided to the Recipient. Such modifications may include, but are not necessarily limited to, removal of certain information. Walden, Ashworth & Associates, Inc., in its sole discretion, may refuse to provide some or all Electronic Files requested by Recipient.
11. The availability of Electronic Files that were not prepared by Walden, Ashworth & Associates, Inc. is subject to the consent of the Owner or consultant that prepared those Electronic Files. Walden, Ashworth & Associates, Inc. will not negotiate with the Owner or consultant or repeatedly solicit the Owner or consultant to obtain such consent. Neither this Request Form nor any such separate Consultant's consent may be assigned or transferred by Recipient to any other person or entity.



12. This Request Form contains all applicable terms and conditions relating to the provision of Electronic Files to the Recipient by Walden, Ashworth & Associates, Inc. No other terms and conditions apply. This Request Form is not a part of the Bid Documents or Contract Documents for construction of the Project named above, and the terms and conditions defined herein are not subject to or superceded by any provisions of the Contract Documents for the Project, nor does this Request Form modify the Bid Documents or Contract Documents.

13. This Request Form, and the use of Electronic Files, is not subject to any Uniform Commercial Code, and this Request Form shall not be construed to be a sale of any goods or products under any provision of any Uniform Commercial Code, or other statute, law or regulation and shall not be construed as an agreement for performance by Walden, Ashworth & Associates, Inc. on behalf of the Recipient.

14. The Electronic Files provided to Recipient shall not be provided to others, except for those with direct contract with Recipient. The Electronic Files shall not be posted on any website, linked, or otherwise provided to any other person or entity. Recipient shall be responsible for any use by parties to whom the Recipient has provided the Electronic Files, including responsibility for the defense and indemnification obligation provided for in this Request Form. Recipient agrees it shall have no right to furnish or provide the Electronic Files in any litigation, administrative proceeding, arbitration or mediation except with the express written consent of Owner and Walden, Ashworth & Associates, Inc.

**15. The following electronic files will be provided:**

<u>File Type</u>	<u>Format</u>
Construction Plans	AutoCAD

**The undersigned Recipient agrees to all of the above-stated terms and conditions without exception and hereby requests the listed Electronic Files for the Project named above:**

**Recipient (Name of entity):** \_\_\_\_\_

**Name of authorized Recipient Representative:** \_\_\_\_\_

**Title of authorized Recipient Representative:** \_\_\_\_\_

**Signature of authorized Recipient Representative:** \_\_\_\_\_

**Date:** \_\_\_\_\_