

DOCUMENT 009113 – ADDENDUM NO. 01

1.1 PROJECT INFORMATION

- A. Project Name: Alpenglow Community Park Project.
- B. Owner: Bend Park and Recreation District.
- C. Owner Project Number: 016.
- D. Landscape Architect: Environmental Science Associates.
- E. Date of Addendum: 10/28/2020.

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued through Premier Builders Exchange pursuant to the Instructions to Bidders and Conditions of the Contract. This Addendum serves to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addendum affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.
- C. **The date and time for receipt of bids is unchanged by this Addendum.**
 - 1. **Bid Date: 11/19/2020.**
 - 2. **Bid Time: 2:00 p.m., local time, at which time and place bidding will be closed.**

1.3 ATTACHMENTS

- A. This Addendum makes available and includes the following attached Documents:
 - 1. CAD Plan File Disclaimer, Release and Limitation of Liability Agreement, Environmental Science Associates.
 - 2. Walker Structural Engineering, P.C., Electronic Media Disclaimer and Release Form.
 - 3. PAE, Electronic Media Agreement.

END OF DOCUMENT 00 9113

CAD Plan File Disclaimer, Release and Limitation of Liability Agreement
Environmental Science Associates

Project Name: Alpenglow Community Park
Bend s Park & Recreation District
BPRD Project No.: 016
ESA Project No.: D201700661.02
Date: 10.27.20

The information contained on the electronic files for the above listed project was created by Environmental Science Associates (ESA) or its subconsultants in the preparation of design documents for Alpenglow Community Park. While ESA has made appropriate efforts to assure the accuracy of these documents, it cannot guarantee that these documents contain complete and accurate information. These documents must be compared to the original hard copy, with stamped and sealed certification, in order to insure the accuracy of the information contained and to further ensure that no changes or modifications have been made to the documents.

All design files were created using AutoCAD 2019 and Civil3D 2019. Receiver agrees that ESA cannot be held responsible for problems arising from converting these files for use in non-native applications (e.g., AutoCAD design files to MicroStation).

Since revisions or additions to the design file(s) may occur at any time, the receiver agrees to indemnify, defend and hold harmless ESA, its officers, agents, and employees from and against any and all claims, suits, losses, damages or costs, including reasonable attorney's fees, arising from the use of outdated design files, and such indemnification shall survive acceptance of said file(s) by receiver.

Any use of these documents is at the receiver's sole risk. The undersigned agrees, to the fullest extent permitted by law, to indemnify and hold harmless ESA, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than ESA or from any use, transfer or reuse of the electronic files.

Under no circumstances shall delivery of electronic files for use by the undersigned be deemed a sale by ESA, and ESA makes no warranties, either express or implied, of merchantability and fitness of these files for any particular purpose. In no event shall ESA be liable for indirect or consequential damages as a result of the use or reuse of the electronic files.

This data shall not be transferred or shared with a third party. Other parties seeking access to these files shall contact ESA.

AGREED

I have read, understand and agree to this Disclaimer/Release/Limitation of Liability, and I am authorized by the receiver named below to execute this agreement on its behalf.

Company (Receiver): _____

By Name: _____

Title: _____

Signature: _____

Date: _____

Walker Structural Engineering, P.C.
Electronic Media Disclaimer and Release Form

This release for electronic media is dated the 27th day of October, 2020 between _____ (hereinafter referred to as CUSTOMER) and Walker Structural Engineering, P.C. (hereinafter referred to as WSE)

It is understood that CUSTOMER chooses to have WSE supply to CUSTOMER electronic media (electronic PDF's, disks, flash drive, etc.) containing information on the BPRD Alpenglow Park project (hereinafter referred to as PROJECT) for use by CUSTOMER or others, as CUSTOMER deems appropriate.

Therefore, the CUSTOMER and WSE agree as follows:

1. The electronic files provided to CUSTOMER by WSE for PROJECT may be used by the CUSTOMER without restriction. If CUSTOMER chooses to use or alter in any way, in whole or in part, the electronic files provided, for the PROJECT or any future project(s), customer agrees that such unrestricted use shall be without liability or legal exposure to WSE.

In addition, CUSTOMER and WSE agree that the electronic files developed by WSE shall be mutually and non-exclusively owned by both parties. Each party shall have the right to reuse, alter, modify, or delete materials without consequence to the other party. Furthermore, CUSTOMER and WSE agree to defend, indemnify, and hold each other harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

2. Because information and data provided electronically may be altered, whether inadvertently or otherwise, WSE reserves the right to retain copies of the electronic file(s) and to remove from the electronic files provided to CUSTOMER all identification (such as professional's seal, logo, etc.) reflecting the involvement of WSE in their preparation.
3. The electronic files are provided solely as a convenience to CUSTOMER by WSE and shall NOT be considered "Drawings of Record" or as "Construction Documents." All documents considered "Drawings of Record" or "Construction Documents" shall be HARDCOPY and shall be accompanied by a professional's stamp and signature. The HARDCOPY shall be referred to and shall govern in the event of any inconsistency between the hardcopy and the information posted electronically.
4. CUSTOMER is advised to check all electronic media for computer viruses before loading the files. CUSTOMER is fully responsible for intercepting and disabling viruses, if any, that may be inadvertently transmitted with the electronic files and hereby agrees to indemnify and hold WSE harmless from and against all claims of any type or nature asserted by CUSTOMER or any party as a result of viruses inadvertently transmitted with the electronic files.
5. Files distributed electronically are subject to data erosion, erasure, and/or alteration, and computer systems and software become obsolete in time. By accepting these electronic files, CUSTOMER acknowledges these risks and agrees to waive all claims against WSE should data erosion, erasure and/or alteration of these electronic files occur.

The attached electronic files containing Computerized Drawing Files were produced by Walker Structural Engineering (WSE) for WSE's own use.

Data and information contained on these files are not warranted in any way for any particular purpose or use other than for the use by WSE. All data and information contained on these disks must be verified by the undersigned prior to using for any purpose.

October 27, 2020

Tracy Johnson
ESA Vigil-Agrimis
819 SE Morrison Street, Suite 310
Portland, Oregon 97214

Project: BPRD Alpenglow community Park
Project Number: 18-1463

Subject: Electronic Media Agreement

Dear Client:

Electronic Media produced by PAE Consulting Engineers is being provided with the understanding that the Recipient agrees as follows:

1. PAE will provide electronic files for your convenience and use in the preparation of shop drawings and submittals related to the above-referenced project.
2. It is understood that we are not responsible for providing technical assistance with the use of these files.
3. The information prepared in electronic format is submitted for use on this project only.
4. Due to the potential that the information set forth on the computer file may be modified by other parties, unintentionally or otherwise, PAE Consulting Engineers, Inc. reserves the right to remove all indication of ownership and/or involvement from each electronic display.
5. These electronic files shall not be used to circumvent the need to prepare and submit shop drawings meeting the requirements of the Contract Documents. The electronic files shall not be used as fabrication shop drawings, but may be used as a reference or underlay in support of their creation.
6. It is assumed that you will provide marked-up, hard copy, as-built, prints of any changed conditions from the original drawings. Electronic as-builts prepared by the contractor may be acceptable with prior approval from all contracting officers.
7. It is understood that there are limitations upon the possible usefulness and accuracy of the information contained in the electronic files, including but not limited to the following:
 - a. Use of electronic files does not change any field verification requirements.
 - b. The electronic files may not reflect current or proposed conditions. The information contained in the electronic files is subject to continual modification and may not be identical to the information in the contract documents for the project.
 - c. The electronic files may not reflect existing conditions.
 - d. In the case of inconsistency between the electronic drawing files being delivered in accordance with this agreement and the contractor documents for the project, the hard copy contract documents govern. The hard copy files are the contract documents. The electronic file is transferred for convenience to the Contractor and will not be updated by the Design team. Questions regarding inconsistencies should be addressed to the Architect for clarification.
 - e. The electronic files are diagrammatic. They do not show every offset, bend, tee, or elbow which may be required to install work in the space provided and avoid conflicts. Offsets and transitions shall be assumed at a minimum at each duct and cable tray crossing, structural penetrations through shear walls or beams, structural grids where ceiling heights are restricted, and at piping and conduit mains. Detail additional bends, offsets, and elbows as part of the coordinated shop drawings.



8. Any use or reuse by others, without written verification by PAE Consulting Engineers, Inc. for the specific purpose intended will be at the owner's sole risk, and without any liability or legal exposure of the Engineer.
9. The use shall, to the fullest extent permitted by law, indemnify and hold harmless the Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting there from.
10. Except as modified by this letter agreement, all other provisions of the Contract Documents between the Owner and General Contractor shall remain in full force and effect. This letter agreement shall have no effect on the provisions of contracts between the Owner and the Design team.

By receiving and opening the Electronic Form Document(s), the Recipient accepts and is bound by this Electronic Media Agreement and its terms and conditions.

_____	_____
Recipients Name	Recipients Company
_____	_____
Signature	Date