

SECTION 00911 - ADDENDUM 1

PART 1 - GENERAL

1.1 PROJECT INFORMATION

- A. Project Name: South Main Corridor Improvement Project
- B. Engineer: SK Design Group, Inc.
- C. Engineer's Project Number: 16-108.
- D. Date of Addendum: February 19, 2021

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued to all registered plan holders 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 for receipt of bids is unchanged by this Addendum at same time and location.

1.3 ATTACHMENTS

- A. This Addendum includes the following attached Documents:
  - 1. Electronic Media Transfer Agreement
  - 2. Revised specification section 01400 QUALITY REQUIREMENTS.

1.4 GENERAL REVISIONS

- A. Project CAD files are available to contractors upon receipt by [annlint@skdg.com](mailto:annlint@skdg.com) of a completed, signed Electronic Media Transfer Agreement, which is attached.
- B. Pre-bid Conference: The pre-bid meeting will be held at City Hall, 415 N. Market, Mayville, MO 64468 on February 25, 2021 at 1 p.m., local time. A virtual option is available and can be viewed at the link below:
  - 1. <https://us02web.zoom.us/j/89856159271?pwd=T1I1WnlRcjJvUGZuek50SnNVZldodz09>
  - 2. Meeting ID: 898 5615 9271
  - 3. Passcode: 010660

South Main Corridor Improvement Project  
STP-4300 (112)  
City of Maryville, MO  
PART 2 - PRODUCTS - NOT USED

2021-02-19

PART 3 - EXECUTION - NOT USED

END OF SECTION 00911

**ELECTRONIC MEDIA TRANSFER AGREEMENT**

This Electronic Media Transfer Agreement (this "Agreement") is entered into by [company name \_\_\_\_\_] (the "Licensee") and **SK Design Group, Inc.** (the "Licensor"). The Licensee has requested that the Licensor provide certain design, drawings and data in an electronic media format ("Electronic Media") for the **South Main Corridor Improvement** project (the "Project").

Electronic Media being transmitted or transferred may contain Civil 3D data, Pipe networks, road profiles, existing and proposed surfaces, surfaces for options studied, computer aided drafting documents, digital modeling, audio, video and/or other graphic images, drawings or designs created or stored for the Project in digital form. In consideration of the Licensor furnishing such Electronic Media to Licensee, Licensee agrees as follows:

1. Due to the potential that the information set forth in the Electronic Media can be modified by the Licensee or others, unintentionally or otherwise, the Licensee shall remove all references to the Licensor's corporate name, professional seal, and/or involvement from each electronic display, if such exists.
2. The data in the Electronic Media represents Project information at a particular point in time and Licensor shall not be responsible to advise Licensee of any changes which may thereafter be made to the Project data or other information transmitted in electronic format. Licensor makes no representation regarding the accuracy or completeness of the Electronic Media transferred or transmitted. In the event that a conflict arises between the signed contract documents for the Project which are prepared by Licensor and the Electronic Media, the signed contract documents shall govern. Licensee is responsible for determining if any conflict exists. Licensor's electronic files are constantly being updated and are not always posted on Licensor's FTP site. Licensee is responsible for requesting updates.
3. Licensor grants to Licensee a limited license to reproduce such information in connection with work on the Project, and for no other purpose. Granting a limited license for use of the Electronic Media shall not be constructed as forming a contractual relationship between the Licensee or any of its agents or assigns. This limited license to use and reproduce information is granted only to the Licensee named in this Agreement and expressly prohibits copying or transmission of the Electronic Media for use by any other party.
4. The Licensor specifically disclaims all warranties, expressed or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with respect to the Electronic Media and the information contained therein. The Licensor shall have no liability with respect to any claim, demand, loss, or damage directly or indirectly arising out of the use of the Electronic Media. Further, Licensor shall have no liability for consequential damages, including without limitation damages arising from the actual or alleged negligence of the Licensor.
5. The parties understand that the data contained in the Electronic Media may be altered intentionally or otherwise due to occurrences beyond the reasonable control or knowledge of the Licensor. These may include errors in transcription, machine error, environmental factors, as well as operator error. Further, the data contained on the Electronic Media may be inaccurate or otherwise flawed at the time of transmittal to the Licensee. Licensee, as part of the consideration for accepting the delivery of the Electronic Media and its use, agrees to indemnify, defend, and hold harmless the Licensor, its consultants, and their respective officers, directors, employees, members, and owners from any claims, liabilities, loss and costs, including but not limited to, attorneys' fees and cost of defense arising out of the use of the Electronic Media by Licensee, or others, if released to such parties by Licensee.
6. It shall be the Licensee's responsibility to verify that the information contained within the Electronic Media conforms to all contract requirements for the Project. Should there be any discrepancy, Licensee agrees to notify the Licensor immediately. If notified within, but not later than, fourteen (14) days of the delivery of the Electronic Media, Licensor may elect to revise the Project Electronic Media, and, if so, will provide a revised copy of the Electronic Media, which corrects the discrepancy, if requested by Licensee. This shall be the sole remedy available for any defect.

**Licensor: SK Design Group, Inc.**

**Licensee:** [company name \_\_\_\_\_]

By: 

By: \_\_\_\_\_

Name: Sassan Mahobian, PE, LEED AP

Name: \_\_\_\_\_

Title: President

Title: \_\_\_\_\_

Date: 2021-02-17

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