



**Business Services  
Contracts Office**

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*Janea Marking, Chief Business Officer  
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**ADDENDUM NO. 1**

Date: August 21, 2024

Issued by: Sacramento City Unified School District

**Project: Project #:** 0265-461-1 Oak Ridge Elementary School Furniture

This addendum shall supersede the original Information, attachments, and specifications regarding Project No. 0265-461-1 where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions and any previous addenda shall remain unchanged.

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**Part A – Clarifications**

**Clarification #1:** Bidder shall fill out and sign Delivery of Electronic Files Agreement provided in the following pages. Signed Delivery of Electronic Files Agreement shall be emailed to Tina Alvarez-Bevens at [Tina-Alvarez-Bevens@scusd.edu](mailto:Tina-Alvarez-Bevens@scusd.edu) and Robert Aldama at [Robert-aldama@scusd.edu](mailto:Robert-aldama@scusd.edu), CC Isaac White at [Isaac@icscm.com](mailto:Isaac@icscm.com). CAD files shall be provided via email to recipients listed in Delivery of Electronic Files Agreement.

**Clarification #2:** Proposed alternates to be submitted with bid. Provide manufacturer, model name, model number, Materials & Finishes, Color Options, Warranty, Unit Cost, and reason for substitution.

**Clarification #3:** There is no General Contractor involved. The Scope of the work is to supply and install furniture.

**Clarification #4:** The Contract provided is for General Construction, All items that apply to the scope of supplying and installing furniture will apply to the contract such as Submittals, Installation schedule, Substitutions. All other items such as sampling, DSA reports, Schedule of Values and Payment Applications will not apply

**Clarification #5:** No license is required to bid this work

# ELECTRONIC MEDIA AGREEMENT



An agreement between architect of record and contractor for transfer of files on electronic media

Architect of Record \_\_\_\_\_ Contractor \_\_\_\_\_

Project Number \_\_\_\_\_ Date \_\_\_\_\_

Project Name \_\_\_\_\_

The Architect will provide the following files, dated \_\_\_\_\_, for the convenience of the Contractor in preparing shop fabrication drawings or for other in-house coordination work:

Drawings were prepared on the following:

Computer Software: \_\_\_\_\_ Version \_\_\_\_\_

Contractor shall pay Architect a service fee of \_\_\_\_\_

### Terms And Conditions:

1. Architect makes no representation as to the compatibility of the files with any hardware or software.
2. Architect will not provide multiple copies of electronic media for the convenience of the Contractor's subcontractors. If the Contractor wishes to transmit these files to others, the Contractor shall do so at his own risk and these terms and conditions shall apply to any and all recipients of these files.
3. Since the information set forth in the files can be modified unintentionally or otherwise, the Architect reserves the right to remove all identification of it's ownership and/or involvement from each electronic display. This media should not be considered as a certified document.
4. All information on the files is considered instruments of service of the Architect and shall not be used for other projects, for additions to this project, or completion of this project by others. Files shall remain the property of the Architect, and in no case shall the transfer of these files be considered a sale.
5. Architect makes no representation regarding the accuracy, completeness, or permanence of these or any files, nor for the merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on the files may not have been incorporated. In the event of a conflict between the Architect's signed and sealed Contract Drawings and files, the signed and sealed Contract Drawings shall govern. It is the Contractor's responsibility to determine if any conflicts exist. The files shall not be considered in any way to be a part of the Contract Documents as defined by the General Conditions of the Contract for Construction.
6. The use of files prepared by the Architect shall not in any way alleviate the Contractor's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.
7. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Architect, and its sub-consultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the files by the Contractor, or by third party recipients of the files from the Contractor.

**ELECTRONIC MEDIA AGREEMENT**

- 8. The Architect believes that no licensing or copyright fees are due to others on account of the transfer of the files, but to the extent any are due, the Contractor will pay the appropriate fees and hold the Architect harmless from such claims.
- 9. Payment of the service fee is due upon receipt of the files.
- 10. The Agreement shall be governed by the laws of the principal place of business of the Architect.

**Authorized Acceptance:**

By Architect of Record

Signature

Date

Print Name and Title

By Contractor

Signature

Date

Print Name and Title

**Part B – Pricing Spreadsheet Provided in a separate Excel file in this addendum.**

**END OF ADDENDUM NO. 1**

**Acknowledgement of this Addendum will be required at time of bid.**