



**Business Services
Contracts Office**

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*Janea Marking, Chief Business Officer
Robert Aldama, Purchasing Manager II*

ADDENDUM NO. 1

Date: July 24, 2024

Issued by: Sacramento City Unified School District

Project: **Project #: 460-1**
Cesar Chavez / Edward Kemble Elementary School Furniture

This addendum shall supersede the original Information, attachments, and specifications regarding Project No. 460-1 where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions and any previous addenda shall remain unchanged.

Part A – Questions

Question #1: Are we able to get CAD drawings for the project?

Response #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 and Robert Aldama at Robert-aldama@scusd.edu. CC Eli Gero at egero@kitchell.com. CAD files shall be provided via email to recipients listed in Delivery of Electronic Files Agreement.

DELIVERY OF ELECTRONIC FILES AGREEMENT

Date: _____

Recipient: _____

Project: Cesar Chavez / Edward Kemble Elementary School Furniture

Dear Recipient:

At your request, Lionakis will provide electronic files for your convenience and use in the preparation of your bid proposal.

Lionakis makes no representation as to the compatibility of electronic files with your hardware or your software.









Data contained on these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Lionakis. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Lionakis, its officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold Lionakis harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction, as-built or record documents. Lionakis makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed and/or sealed hard-copy construction documents prepared by Lionakis and the electronic files, the signed and/or sealed hard-copy construction documents shall govern. You, or any party in which these documents are distributed, are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the construction documents, including, but not limited to, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, Lionakis reserves the right to remove all indications of ownership and/or involvement from each electronic display.

Lionakis will furnish you the following electronic files:

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-  Building A.dwg
 -  Building A.pcp
 -  Building C - Level 1.dwg
 -  Building C - Level 1.pcp
 -  Building C - Level 2.dwg
 -  Building C - Level 2.pcp
 -  Building M.dwg
 -  Building M.pcp

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

Electronic files will be sent to you after signed acknowledgement of this letter is received by Lionakis.

Signature below indicates acceptance by both parties of the terms and conditions stated above.

Design Professional:

Recipient:

By: _____
Signature Date

By: _____
Signature Date

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

END OF ADDENDUM NO. 1

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