



## Brushy Creek Trail Veterans to Rabb

September 26, 2018

### **ADDENDUM #1**

This Addendum is a part of the contract documents and clarifies, corrects or modifies the original bid documents.

1. **Contractor Question:**

Do the bid form quantities for Unclassified Excavation and Embankment include all site Grading that are found in the plans? I'm assuming there is no CAD file for Contractors to use in order to verify Cut/Fill quantities for the project?

**Response:**

The bid form quantities for Unclassified Excavation and Embankment include all the site grading.

The bidder may request auto cad files from the Engineer. The bidder shall be required to sign an "Electronic Data Use Agreement" for access to the cad files. The files will be provided for contractor convenience, in an "as-is" condition, and not warranted. Send a signed "Electronic Data Use Agreement" to Antonio A. Prete, P.E. ([tony@w-pinc.com](mailto:tony@w-pinc.com)). (CAD Release Attached).

2. **Contractor Question:**

I was unable to find the caliper or container size of the trees. The only thing I see on the bid sheet are 3 gallon and 1 gallon plants. However, the legend on the drawing does not delineate which plants are which. Please advise

**Response:**

The trees will be provided & installed by the City of Round Rock. The shrub sizes are noted on Sheet LA8.02. This Sheet has the full plant schedule with sizes, spreads etc...

3. **Contractor Question:**

For the purpose of getting Bid Bond Security, do you have an Engineers Estimated cost for the project?

**Response:**

The Engineer's Opinion of Probable Construction Cost is \$1,272,961.75.

4. **Contractor Question:**

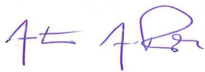
Wanted to make you aware that Metal Beam Guard Fence, 300 LF is listed twice on the Bid Form at #14 and #46.

**Response:**

Bid Item #46 will be deleted.

**Acknowledgement of this addendum is required.** All bidders shall acknowledge receipt of Addendum No. 1 on the Bid Form. Failure to do so will subject the bidder to disqualification.

Sincerely,



Antonio A. Prete, P.E.  
President

# WAELTZ & PRETE, INC.

3000 Joe DiMaggio Blvd., #72  
Round Rock, Texas 78665

## ELECTRONIC DATA USE AGREEMENT

This ELECTRONIC DATA USE AGREEMENT is entered into by and between Waeltz & Prete, Inc. ("Waeltz & Prete") and \_\_\_\_\_ (also referred to as "You") and shall be effective as of the date last signed below.

The enclosed electronic media contains the project data files ("Project Files") that You requested for the Engineering services Waeltz & Prete performed for The City of Round Rock, regarding the **Brushy Creek Trail Veterans to Rabb Park**.

The Project Files were originally created in **AutoCAD (Various Versions)**. The Project Files are provided to You only as a matter of convenience. Any such use of the Project Files by You or others will be at Your sole risk and full legal responsibility. Furthermore, You agree to indemnify and hold Waeltz & Prete, its directors, officers, and employees harmless from any and all claims, suits, liability, demands, attorneys fees or costs arising out of or resulting from any use of the Project Files by You or from anyone that obtains the Project Files from You. THIS INDEMNITY IS SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED AS A WHOLE OR IN PART BY ANY ACT, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, INTENTIONAL CONDUCT, VIOLATION OF STATUTE OR COMMON LAW, BREACH OF WARRANTY, PRODUCT DEFECT, OR ANY OTHER CONDUCT WHATSOEVER OF WAELTZ & PRETE, ITS DIRECTORS, OFFICERS, AND EMPLOYEES.

THE PROJECT FILES ARE PROVIDED TO YOU "AS IS." WAELTZ AND PRETE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Project Files are not intended to represent precise locations of natural or man-made features and are not intended to be record "as-built" documents. Because data stored on electronic media can deteriorate undetected or be modified without our knowledge, WAELTZ & PRETE will not be held liable for the completeness or correctness of the electronic data once in your possession.

This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas (excluding Texas' conflict of laws rules which would refer to and apply the substantive laws of another jurisdiction).

\_\_\_\_\_

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

Signature:

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

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

**Waeltz & Prete, Inc**

By: Antonio A. Prete, P.E.

Signature:

Title: President

Date: 25Sept2018

