

SECTION 00 91 13.1 ADDENDUM #1

1.1 PROJECT INFORMATION

- A. EISENMAN ROAD PEDESTRIAN IMPROVEMENTS PROJECT
- B. Owner: Capital City Development Corporation
- C. Date of Addendum: November 7, 2023

1.2 NOTICE TO BIDDERS

- A. This Addendum is issued pursuant to the Conditions of the Contract. This addendum serves to clarify, revise, and supersede information in the Project Manual and Drawings. Portions of the Addendum affecting the Contract Documents will be incorporated in 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. Bid Date: November 15, 2023, by 3:00 p.m

1.3 REVISIONS TO DIVISION 00 PROCUREMENT AND CONTRACTING REQUIREMENTS

- 1. Document 00 01 10 TABLE OF CONTENTS: Revised to insert line 00 91 13.1 ADDENDUM #1

1.4 PRE-BID MEETING QUESTIONS

- A. The following questions were asked at the non-mandatory Pre-Bid Meeting on November 2, 2023. The following answers are provided by Owner to assist Bidders.
 - 1. Q: Project shows a completion date of June 6, 2024. When do you expect to issue a Notice to Proceed?

ANSWER: The bid award will be presented to the CCDC Board of Commissioners on December 13, 2023. The notice to proceed will be issued once payment and performance bonds are received and the contract is fully executed; anticipated late December/early January.
- B. The following questions were asked during the bid period from October 25 to November 7, 2023. The following answers are provided by Owner to assist the Bidders.

1. Q: The drawings are missing existing contours. The only information on existing grades that we have is along a single profile, which makes it nearly impossible to verify earthwork quantities. Is it possible to get existing contours added to the drawing and/or access to CAD files containing an existing surface?

ANSWER: The bid is a unit price bid that uses estimated quantities for bidding purposes. Bid per the plans and specifications in the Project Manual. CCDC is not the owner of the CAD files. The Agency's design professional, Civil Survey Consultants, created the drawings and as such is the owner of any digital data. Civil Survey Consultants provided the attached document to request access to CAD files.

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Eisenman Road Pedestrian Improvements Project

Pre-Bid Conference Agenda Via Zoom

November 2, 2023 at 9 a.m.

A. Welcome and Introductions

1. Introductions

- i. Kathy Wanner –CCDC Contracts Manager
- ii. Kassi Brown – CCDC Project Manager
- iii. Jim Money and Josh Petrie - Civil Survey – Design Professional

B. Bidding Requirements and Key Dates

1. Final Day for Questions & Clarifications: November 6, 2023 5:00 p.m.
Questions must be in writing to Kathy Wanner: kwanner@ccdcb Boise.com
2. Bid Date: **November 15, 2023 by 3:00 pm**
3. Bid Submission (signed pdfs): bids@ccdcb Boise.com
4. Bid Submittal Requirements
 - i. 00 41 13 Bid Form
 - ii. 00 45 46 Contractor's Affidavit Concerning Taxes
5. Questions

C. General Requirements

1. Scope of Work
2. Site Coordination
3. Schedule
4. Questions



Eisenman Road Pedestrian Improvements Project
 Pre-Bid Meeting November 2, 2023 9:00 a.m.
 ZOOM

Sign-In Sheet

Name	Company	Telephone Number	Email Address
Kathy Wanner	CCDC	208-391-7304	kwanner@ccdcboise.com
Kassi Brown	CCDC	208-384-4264	kbrown@ccdcboise.com
Jim Money	Civil Survey Consultants	208-888-4312	
Josh Petrie	Civil Survey Consultants	208-888-4312	
Jordan Koyle	Idaho Site Works	208-412-0173	jordan@idahositeworks.com
Mark Brice	Bricon		Bricon1@msn.com

**CIVIL SURVEY CONSULTANTS, INC.
DIGITAL MEDIA RELEASE**

PROJECT: EISENMAN ROAD PEDESTRIAN FACILITIES, BOISE, IDAHO

CIVIL SURVEY CONSULTANTS, Inc. ("CIVIL SURVEY CONSULTANTS") is the Civil Engineer of Record for the reference Project. As per your request, and approval of our client, CIVIL SURVEY CONSULTANTS will provide certain electronic files (including CAD, BIM) for your convenience and use in preparing for your specific work related to the above referenced project. The signee below, hereinafter referred to as "the User", has hereby requested electronic files of CIVIL SURVEY CONSULTANTS's drawings. By executing this agreement, the User acknowledges that providing the digital data in CAD/BIM makes it possible for inadvertent changes to be made to drawings and designs prepared by CIVIL SURVEY CONSULTANTS which may be mistakenly attributed to CIVIL SURVEY CONSULTANTS. The use of provided digital data in whole or in part, constitutes an Agreement in which the User agrees with the following terms:

1. CIVIL SURVEY CONSULTANTS and User fully understand that the data contained in these CAD drawings are part of CIVIL SURVEY CONSULTANTS's Instruments of Service, CIVIL SURVEY CONSULTANTS shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.
2. User understands and accepts that electronic files deteriorate or can be modified inadvertently or otherwise without authorization by CIVIL SURVEY CONSULTANTS. Furthermore, CIVIL SURVEY CONSULTANTS makes no representations as to compatibility, usability or readability of the files resulting from the use of software, application packages, operating systems, or computer hardware differing from those of CIVIL SURVEY CONSULTANTS. User understands that these electronic files are not contract documents. CIVIL SURVEY CONSULTANTS makes no representations as to the accuracy or completeness of these electronic files. User understands and agrees that in the event of a conflict, printed hard copy drawings and specifications issued by CIVIL SURVEY CONSULTANTS shall take precedence over electronic files. User understands and agrees that User alone is completely responsible, without limitation, to check and otherwise confirm the accuracy of all data on these electronic files.
3. Digital data is being provided as a courtesy to the addresses under the terms and conditions contained herein. Use of information contained in the electronic files is at the sole risk of the user and without liability to CIVIL SURVEY CONSULTANTS. User agrees to make no claims and hereby waives, to the fullest extent permitted by law, any claims or causes of action of any nature whatsoever against CIVIL SURVEY CONSULTANTS, it's officers, directors, employees, agents or sub-consultants which may arise out of or in connection with the use of the electronic files. The user further agrees to indemnify, defend and hold CIVIL SURVEY CONSULTANTS and its consultants harmless from and against any and all claims, damages or costs whatsoever that might arise from the use or misuse of the information provided herein. Receipt and or use of this media shall constitute acceptance of the terms and conditions contained herein.
4. The User together with any and all sub-contractors which may be permitted to use the digital data by the User, agree not to use the digital data or the designs or concepts shown therein on any other project or design. Data provided by CIVIL SURVEY CONSULTANTS is provided for the limited purpose described above at the sole risk of the User and its sub-contractor(s).

5. The User together with any and all sub-contractors which may be permitted to use the digital data by the User, agree not to modify the designs and details of the Project prepared by CIVIL SURVEY CONSULTANTS in any manner whatsoever.
6. The User together with any and all sub-contractors which may be permitted to use the digital data by the User, agree to release, indemnify and hold harmless CIVIL SURVEY CONSULTANTS and its successors and assigns, from any loss, costs, expense, claim, suit or liability arising out of any use or reuse of the data and designs contained in the digital data except in strict conformance with the terms of this Agreement. Such indemnification shall include all cost of litigation, arbitration, mediation or negotiation of claims, including the time and expenses of personnel of CIVIL SURVEY CONSULTANTS, and reasonable attorney's fees and expenses.
7. The User together with any and all sub-contractors which may be permitted to use the digital data by the User, agree to add the User's company name and the respective sub-contractor's company name, address telephone number and contact information to modified digital data and remove any and all reference to CIVIL SURVEY CONSULTANTS which may remain.
8. The User together with any and all sub-contractors which may be permitted to use the digital data by the User, must field verify actual project conditions. CIVIL SURVEY CONSULTANTS does not imply or guarantee that the digital data is accurate or complete.

CIVIL SURVEY CONSULTANTS makes no warranties, expressed or implied of merchantability of the data provided, or of fitness for a particular purpose. This shall constitute an agreement under seal and be governed by the laws of the State of Idaho.

By execution of this Electronic File Use Agreement in the space provided below, the undersigned represents that he/she is duly authorized to do so on behalf of your firm and you agree as follows:

Company _____

Signature _____

Printed Name _____

Title _____

Corporate Seal _____

Date _____

Please return the executed original of this agreement to CIVIL SURVEY CONSULTANTS at your earliest convenience. The digital data requested as indicated hereinabove shall be delivered to the User upon CIVIL SURVEY CONSULTANTS's receipt of this executed document.