

PRE-BID CLARIFICATION FORM

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|------------------------------|--|---|--|
| PROJECT NAME: | | FILLMORE HIGH SCHOOL NEW ATHLETIC COMPLEX | |
| PROJECT NUMBER: | | Project No. 2024-017 / DSA #03-123950 | |
| TO: | | RJ Stump EMAIL: rj.stump@fillmoreusd.org Fillmore Unified School Dist. Roy Frey WestGroup Designs royf@westgroupdesigns.com | |
| DATE: | January 29, 2025 | | |
| FROM: | Icon West, Inc. 520 S. La Fayette Park Pl, Suite 503 Los Angeles, CA 90057 | EMAIL: | felix@icon-west.com |
| DOCUMENT/DIVISION NUMBER: | | DRAWING NUMBER: | |

REQUESTED CLARIFICATION: #16

Please advise if the Architectural and Structural 3D model files will be available as reference to this bid, prior to bid date.

Revit models can be provided upon request. Please complete and submit the attached request form to royf@westgroupdesigns.com for access.

Roy Frey - Westgroup Designs - 01/29/2025

**POLICY ON TRANSFER OF ELECTRONIC DOCUMENTS
TO CONTRACTORS AND SUBCONTRACTORS**

- I. The Electronic Documents files (Revit, AutoCAD, or other) are and shall remain Westgroup Designs' "Instruments of Service" prepared solely for use in connection with the Project. Westgroup Designs and its consultants retain all common law, statutory and other reserved rights, including the copyright unless, and to the extent such right belong to Westgroup Designs' Client or the Project as part of the agreement between Westgroup Designs and its Client.
- II. The Electronic Documents files are provided as a convenience to the Recipient for informational purposes only in connection with the Recipient's performance of its responsibilities relating to the Project. The Electronic Documents files do not replace or supplement the paper copies of the Drawings and Specifications, which are, and remain, the Contract Documents for the project.
- III. Westgroup Designs does not warrant that the information contained in the Electronic Documents files is free from errors or omissions or free from damage or deletion in part or in whole. The recipient may not rely on the accuracy or completeness of the Electronic Documents files. The Recipient accepts all responsibility for any errors or inaccuracies and releases Westgroup Designs and its consultants from any liability or claim for recovery of damages or expenses arising as the result of such errors or inaccuracies.
- IV. The Recipient waives any and all claims and liability against Westgroup Designs and its consultants from any failure by Recipient to comply in any way with the requirements of this Agreement for the delivery of Electronic Documents files.
- V. The Recipient shall indemnify and save harmless Westgroup Designs and its consultants and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments suits, liabilities, damages, cost or expenses (including reasonable defense and attorney fees) arising as the result of either: 1) Recipient's failure to comply with any of the requirements of this Agreement or 2) Defects, errors or omissions in the Electronic Documents files or the information contained therein, which defect, errors or omissions were not contained in the Contract Documents as defined in Paragraph 2 or where the use of such Contract Documents would have prevented the claim, judgment, suit, liability, damage, cost or expense.

Please sign and date as acknowledgement and acceptance of the terms mentioned herein above.

Project ID: Name / Number

Signature

Date

Name

Title

Company and address

END

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