

# South Whidbey Aquatic Center

## Addendum # 2

June 17, 2025

### NOTICE TO ALL BIDDERS:

Owner: South Whidbey Parks and Recreation  
5475 Maxwellton Road  
Langley, WA, 98260

Contact: Marc Bloom  
Project Manager: 206-229-8161

To All Bidders: Attention is called to the following items effective June 17, 2025, which shall be added to, deleted from, or changed from the BID DOCUMENTS dated June 2, 2025, thereby incorporating the addendum as part of the CONTRACT DOCUMENTS.

#### A. BID ADMINISTRATION

a. N/A

#### B. GENERAL CLARIFICATIONS

- a. In response to a request, we are clarifying that bid alternatives to be due at the same time as the base bid (No Change).
- b. Grading CAD files are available upon request, attached waiver must be completed and sent to MIG Inc, care of Barbara Van de Fen (bvandefen@migcom.com). Once the waiver is received, MIG will send files directly to the requester.
- c. Survey CAD files are also available upon request, see attached disclaimer from Harmsen. Request of Survey CAD files represents acknowledgement of receipt of disclaimer. Provide request to Barbara Van de Fen (bvandefen@migcom.com).

#### C. PROJECT MANUAL

- a. Section 00 00 10 INVITATION TO BID  
**REVISE** to read 'Notice is hereby given that the South Whidbey Parks and Recreation District will receive sealed bids at 5476 Maxwellton Rd. #C2, Langley WA 98260, at or before 1:00 pm local time on July 15, 2025, for the project hereinafter referred to as: South Whidbey Aquatic Recreation Center (SWARC).'
- b. Section 00 10 20 BIDDER QUALIFICATIONS, 8.a.  
**REVISE** to read 'Shall have constructed one (1) aquatics or comparably complex project with construction value of \$20M (in 2025 dollars) within the past 12 years.'

c. Section 00 10 20 BIDDER QUALIFICATIONS, 8.b.

**REVISE** to read 'Shall engage a subcontractor who has constructed a minimum of one (1) Large On-site Sewage System (LOSS) and one (1) on-site water system of similar size and complexity within the past ten (10) years'

D. **SUBSTITUTIONS**

a. N/A

E. **DRAWINGS**

a. N/A

F. **ATTACHMENTS**

a. MIG Inc Waiver

b. Harmsen Disclaimer

END OF ADDENDUM #2



## ELECTRONIC INFORMATION TRANSFER AGREEMENT

Moore, Iacofano Goltsman, Inc., (MIG) agrees to provide electronic information to \_\_\_\_\_ (Recipient) for **South Whidbey Aquatic Recreation Center** (Project), the electronic information identified as the “SWAC\_xbase.dwg”, subject to the following terms and conditions.

Possession of the electronic information is evidence of Recipient’s acceptance of, and agreement with, these restrictions:

1. Due to the potential that electronic information can be modified unintentionally or otherwise, MIG reserves the right to remove all indices of its ownership, name and/or involvement from electronic information not in its possession.
2. The use of this electronic information is restricted to the original site and Project for which it was prepared. Reuse or reproduction of the electronic information, data or documents prepared from, by or with this electronic information for any other purpose or party for which the material was not strictly intended, is prohibited, as MIG retains all copyright and other legal interest in the material. In addition, all drawing information contained in the electronic information including, but not limited to, symbol libraries, blocks and details may not be reproduced, sold, distributed or utilized in any form on any other project or by anyone else.
3. The information is proprietary and is to be used only as an aid toward the successful completion of Project by the Recipient, person and/or company identified below. MIG has provided the electronic information solely for bidding purposes for improvements shown on the contract documents prepared by MIG. This does not eliminate or reduce Recipient’s responsibility to verify any and all information relevant to the work and responsibility on Project.
4. Recipient shall have 30 days from receipt of the electronic information to verify compatibility, readability and appropriateness for use. If errors or discrepancies are discovered, please notify our office in writing immediately. MIG shall not be responsible for translation errors and does not agree to maintain the electronic information beyond this time period, nor to translate or reconfigure the electronic information.
5. Drawings shall not be interpreted to be true scale documents of the proposed work, nor shall they be utilized for fabrication unless written approval is first obtained from MIG.
6. In addition to the other conditions and restrictions contained in this Agreement, use of the electronic information is specially limited to the following: **Pavement extents, spot elevations, contours, and location of storm drainage system.**

7. Recipient recognizes that transfer of electronic information, including, but not limited to, file sharing site (e.g. Egnyte, Google Drive, SharePoint, etc.) prepared by MIG, may not be 100% compatible with Recipient's computer system due to differences in computer hardware and software, may be subject to translation errors, and may be subject to undetectable alteration and/or uncontrollable deterioration. If for any reason, a conflict occurs between information contained in the electronic information and stamped, signed documents, then the information on stamped, signed documents shall govern.
8. Recipient agrees, to the fullest extent permitted by law, to indemnify and hold harmless MIG, its officers, directors, employees and subconsultants (collectively, MIG) against and from all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than MIG or from any reuse of the electronic files without the prior written consent of MIG. Under no circumstances shall delivery of electronic files for use by Recipient be deemed a sale by MIG, and MIG makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall MIG be liable for indirect or consequential damages as a result of Recipient's use or reuse of the electronic files.
9. Notwithstanding MIG's agreement to provide electronic information pursuant to this Agreement, nothing shall be construed to create contractual privity or benefit between Recipient and MIG except as is necessary for MIG to enforce these express, limited terms and conditions.
10. Use of any information or data in the accompanying electronic information signifies your acceptance of the above statements without exceptions and/or modifications.

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

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

The RECIPIENT'S use of the attached electronic media, even when the RECIPIENT has not signed and returned an executed Agreement to Harmsen, LLC (HARMSSEN), is evidence of the RECIPIENT'S acceptance of, and agreement with, these terms:

1. Due to the potential that data set forth on electronic media can be modified unintentionally or otherwise, the Consultant the right to remove all indices of its ownership name, and/or involvement from the electronic media not in its possession.
2. The use of this electronic media (also referred to as 'disk') is restricted to the original site and project for which it was prepared. The disk or material prepared from said disk shall not be used for all other, or be transferred to any other party for use on this or other projects without the prior written authorization of HARMSSEN. Reuse or reproduction of the disk, data or documents prepared from, by or with this disk for any other purpose or party for which the material was not strictly intended, is prohibited. The RECIPIENT agrees to waive any claim against HARMSSEN or HARMSSEN's consultants arising from any unauthorized reuse or modification of the electronic media.
3. RECIPIENT recognizes that information stored on electronic media may not be 100% compatible with their own computer system due to difference in computer hardware and software, or may be subject to translation errors. In addition, RECIPIENT recognizes that designs, plans and data stored on electronic media may be subject to undetectable alteration and/or uncontrollable deterioration. If, for any reason, a conflict occurs between information contained in the electronic media and stamped, signed documents, the information on signed or stamped documents shall govern.
4. In light of the foregoing, the RECIPIENT recognizes and acknowledges that the use of such disk will be at their sole risks and without any liability or legal exposure to HARMSSEN. No warranties of any nature, whether express or implied, shall attach to the electronic media or the data contained thereon. Furthermore, RECIPIENT hereby releases and shall, to the fullest extent permitted by law, defend, indemnify and hold harmless HARMSSEN from any and all claims, damages, losses and expenses ("claims") including attorney fees arising out, or resulting from the use of such disk, or data contained on such disk, including but not limited to, claims involving the completeness or accuracy of any data contained on the electronic media.

Notwithstanding HARMSSEN's agreement to provide electronic media pursuant to this Agreement, nothing shall be construed to create contractual privity or benefit between RECIPIENT and HARMSSEN, except as necessary for HARMSSEN to enforce these express, limited terms and conditions.