



City of Elko Clerk's Department
1751 College Avenue
Elko, NV 89801
(775) 777-7126
FAX (775) 777-7129

ADDENDUM NUMBER THREE

ELKO SPORTS COMPLEX - PHASE 1

Please confirm receipt of ADDENDUM NUMBER THREE AND FAX BACK TO (775) 777-7129 or email to cityclerk@elkocity.nv.gov.

RECEIVED:

SIGNATURE

COMPANY NAME

Dated this 11th day of January, 2018.

Elko City Clerk

Shanell Owen, MMC

***** PLEASE NOTE RECEIPT OF ADDENDUM NUMBER THREE ON
APPLICABLE LINE ON SUBMITTED BID PROPOSAL *****

Elko Sports Complex – Phase 1

Please use this link for the AutoCad Drawings:

<https://mgba.sharefile.com/d-s7b7af77bec445e1b>



Electronic File Release Agreement

project: Elko Sports Complex
subject: Electronic File Release Agreement
date: 01-11-2018

Electronic File Release Agreement

The following MGB+A, Inc. ("MGB+A") agreement to release certain electronic files/documents ("ELECTRONIC Files"), the RECIPIENT agrees as follows:

I. MGB+A will provide to the RECIPIENT certain drawings, specifications, or other documents prepared by MGB+A or its sub consultants in electronic format and/or on electronic media. These documents are hereinafter collectively referred to as "ELECTRONIC Files". The ELECTRONIC Files are instruments of MGB+A's services performed solely for the Owner/Client's benefit and to be used solely for this Project. MGB+A does not represent that the information contained in the ELECTRONIC Files are suitable for use on any other project or for any other purpose. If the ELECTRONIC Files are used for any other project or purpose without MGB+A's specific written permission, the risk of such use shall be assumed solely by RECIPIENT or another user. Prior to any reuse of the ELECTRONIC files for another purpose, MGB+A and the RECIPIENT shall agree on the amount and method of payment of additional compensation to which MGB+A shall be entitled.

II. The ELECTRONIC Files are provided merely as a convenience to the RECIPIENT. The ELECTRONIC Files do not replace or supplement the paper copies of any drawings, specifications, or other documents included in the Contract Drawings for use on the project. The ELECTRONIC Files are for information and coordination only, and are not to be used for construction.

III. MGB+A makes no representation, warranty or guarantee that ELECTRONIC Files: (1) are suitable for any other usage or purpose, or (2) have any particular durability, or (3) will not damage or impair the recipient's computer or software, or (4) contain no errors or mechanical flaws or other discrepancies that may render them unsuitable for the purpose intended by the RECIPIENT.

IV. Due to the unsecured nature of the ELECTRONIC Files and the inability of MGB+A or the RECIPIENT to establish controls over their use, MGB+A, Inc. assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the RECIPIENT to check the validity of all information contained herein. The RECIPIENT shall always refer to the signed and sealed drawings of the project during all phases of the project. The RECIPIENT shall assume all risks and liabilities resulting from the use of this data, and the RECIPIENT agree(s) to waive any and all claims and liability against MGB+A and its sub consultants resulting in any way from the use of the ELECTRONIC Files.

V. RECIPIENT also agree(s) to defend, indemnify and save harmless MGB+A, its sub consultants, officers, agents, employees, and shareholders from and against any and all claims, damage, liability, costs, judgment, suit, or expense (including reasonable defense and attorney fees) arising in any manner from the use, reuse, or

145 West 200 South • Salt Lake City, Utah 84101 • p 801.364.9696 • f 801.364.9719 • www.grassligroup.com

modification of the ELECTRONIC Files.

Please execute this Agreement in the space provided below to indicate your acceptance of the terms and conditions of the release itemized in this Agreement. Upon receipt of the executed Agreement, we will transfer the AutoCAD Files to the email provided below.

READ AND ACCEPTED BY:

Signature of Authorized Representative: _____

Date: _____

Printed Name: _____ Company: _____

Title: _____

Email Address of Recipient of Electronic Files : _____

end of agreement