



**IFB #: 16-595**  
**US-61 West Outer Road Extension – Phase 1**

**ADDENDUM 1**

Addendum issued January 17, 2017

The following bidder questions and City responses are hereby incorporated into the Invitation for Bids:

- 1) Are CAD files available? **City Response: CADD files will be available via FTP site. To obtain the FTP link sign and return the attached Electronic File Release Waiver (attached to this addendum) to [Alice.Winkleman@wentzvillemo.org](mailto:Alice.Winkleman@wentzvillemo.org). Once release wavier is obtained a link to the FTP site will be provided via e-mail.**
- 2) Will the City be providing the testing services? **City Response: Yes. The City will be providing material testing under the City's current material testing contract.**
- 3) Has the City obtained the permit from MODOT for work on their ROW? If the Contractor is responsible, is there a cost associated with it, and how much? Will there be any City of Wentzville permits required at if so, how much? **City Response: The City is in the process of obtaining a MoDOT construction permit for work on their ROW. No City of Wentzville permits will be required for this project.**
- 4) Will the existing roadbed be allowed to be used as fill? Were any cores taken within the existing roadbed? **Yes the existing roadbed will be allowed as acceptable fill as long as it has been pulverized and compacted. No cores were taken on the existing roadbed.**
- 5) Will Control Points for the project be staked by the City? **Coordinate points and reference points can be found on plan sheets 11-14. It will be the responsibility of the contractor to stake the control points for the project and should be included in Item No. 94 – Contractor Furnished Surveying and Staking.**
- 6) Will CenturyLink's known copper cable that is in conflict with the proposed outer road be relocated by February 1, 2017? **CenturyLink has confirmed that the copper cable that is in conflict with the proposed outer road will be relocated no later than March 1<sup>st</sup>, 2017.**

All other Terms and Conditions as applicable to this Invitation for Bid shall remain as stated.

This addendum forms a part of the contract documents and modifies the original bidding documents dated December 27, 2016. Contractor shall acknowledge receipt of this addendum in the space provided on the Bid Pricing Form (Exhibit A). Failure to do so may subject bidder to disqualification.

*End of Addendum 1*

## Electronic File Release Waiver

US 61 West Outer Road Extension – Phase 1 / WNTZ-2016-002 / IFB #16-595:

The following City of Wentzville agreement to release certain Electronic Files ("ELECTRONIC Files"), the RECIPIENT agrees as follows:

1. The City of Wentzville will provide to the RECIPIENT AutoCAD drawings prepared by Crawford, Murphy and Tilly, Inc. and/or its sub consultants in electronic format. These documents are hereinafter collectively referred to as "ELECTRONIC Files". The ELECTRONIC Files are instruments of Crawford, Murphy and Tilly's services performed solely for the City of Wentzville's benefit and to be used solely for this Project. The City of Wentzville 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 The City of Wentzville's specific written permission, the risk of such use shall be assumed solely by RECIPIENT or other user.
2. 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.
3. The City of Wentzville 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.
4. Due to the unsecured nature of the ELECTRONIC Files and the inability of The City of Wentzville or the RECIPIENT to establish controls over their use, The City of Wentzville 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 at all times 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 The City of Wentzville 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 The City of Wentzville, its consultants and sub consultants 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 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 provide the AutoCAD files via FTP link.

READ AND ACCEPTED BY:

Signature of Authorized Representative: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Company: \_\_\_\_\_

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