



**IFB #18-272**  
**North Outer Road and I-70 / David Hoekel Parkway Interchange Grading**  
**ADDENDUM 2**

Addendum issued August 20, 2018

The following information is hereby incorporated into the Invitation for Bids (IFB):

**1. Bidder Question:** 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.Winkelman@wentzvillemo.org](mailto:Alice.Winkelman@wentzvillemo.org) . Once release wavier is obtained, a link to the FTP site will be provided via e-mail.

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 August 10, 2018. Contractor shall acknowledge this Addendum through the E-bidding software. Failure to do so may subject bidder to disqualification.

*End of Addendum 2*

## Electronic File Release Waiver

North Outer Road and I-70 David Hoekel Parkway Interchange Grading / WNTZ-2018-002 / IFB #18-272:

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 signing return the signed waiver via email to [Alice.Winkelman@wentzvillemo.org](mailto:Alice.Winkelman@wentzvillemo.org). 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: \_\_\_\_\_