

Allenton Road – Bid Addendum #1

See attached sign in sheet.

Questions asked at the July 9, 2024 Pre – Bid Meeting and Responses:

1. Question: Can the liability for the potential polluted excavation material on BNSF RR Right – of - Way be shifted to the City in order to reduce the Contractor’s risk?
Response: The bid documents could have been established in that manner, but the City chose not to do it that way. The City is not aware of any contaminated soils on the BNSF RR Right-of-Way, but this clause in the BNSF RR agreement was required by the BNSF RR.
2. Question: Is there an Engineer’s Estimate and can it be made available to the bidders?
Response: There is an Engineer’s Estimate, but it is not public.
3. Question: What is the last day to ask questions?
Response: The last day to ask questions is July 23, 2024 at 5:00 pm.
4. Question: A bidder asked about getting material to the south side of the BNSF RR.
Response: Main Street is a public street, but care should be taken not to damage the pavement and any damage will be the Contractor’s responsibility to fix to the satisfaction of the City.
5. Question: Can the CADD files be available.
Response: See attached “CADD agreement” form. Complete the form and submit it to the City and the CADD files will be made available to your company through a link.
6. Question: What costs noted in the bid documents from the **BNSF RR** are to be paid by the contractor?
Response: The following tasks, and if available **estimated** costs, are noted in the bid documents from the **BNSF RR** and we are noting the party responsible for the costs. This list may not include all tasks:

<u>Task</u>	<u>Cost</u>	<u>Responsible Party</u>
Flagging – 1.5 Months	\$50,651	Contractor
Inspection / Coordination	\$58,328	City
Crossing Surface	\$238,155	City
Crossing Signal	\$274, 239	City
Design Review	\$5,100	City
Contingency 5%	\$31, 324	Will be applied to the specific task and paid for by the noted responsible party
Inspection Coordination	-	Contractor
Right of Entry	-	Contractor
Permits	-	Contractor
Insurance	-	Contractor
Hazardous Material Disposal	-	Contractor
Environmental Sampling & Testing	-	This is a Bid Item
Administration Fee	\$2,500	City
Temporary Construction Fee	\$386	City
Temporary Construction License	\$13,277	City

7. Question: What costs noted in the bid documents from the **UPRR** are to be paid by the contractor?
 Response: The following tasks, and if available **estimated** costs, are noted in the bid documents from the **UPRR** and we are noting the party responsible for the costs. This list may not include all tasks:

<u>Task</u>	<u>Cost</u>	<u>Responsible Party</u>
Flagging - 1.5 Months	-	Contractor
Force Account	\$60,000	City
Right of Entry	-	Contractor
Permits	-	Contractor
Insurance	-	Contractor
Compliance with Laws	-	Contractor for their tasks and the City for their tasks
Right to Construct, Maintain and Repair	\$67,986	City
Inspection Coordination	-	Contractor

8. Question: What is the average daily volume of trains on the UPRR tracks?
 Response: From the FRA database - 28 trains per day.
9. Additional information for Bidders: The Ameren representative noted that their lines have been raised and a switch installed so that they can kill the line for short periods of time for safety during certain construction activities.

TRANSYSTEMS

Made By: FLW

Date: 7/9/24

Job No:

Checked By:

Date:

Sheet No. 1

Pre Bid Meeting		
<u>Name</u>	<u>Phone</u>	<u>Email</u>
Frank Weatherford	816-830-6081	fweatherford@transystems.com
John Plebanek	414-294-8685	jplebanek@benesch.com
Rich Obrenski	314-378-993	richard.obrenski@lamar.com
Tim Kile	314-392-7321	tkile@rainierconstruction.com
Adam Whittington	636-388-2994	awhittington@nbwest.com
Tory Moorman	314-486-4170	Tmoorman@keiconstruction.com
Eli McDonald	636-346-4766	emcdonald@kelpa.com
Shane Williams	636-296-2012	swilliams@kozeywagner.com
Coden Dahl	314-409-2377	Coden.Dahl@millstoneweb.com
Chuck Risuey	314-574-8035	CRISUEY@STERSHENSON.COM
LES NOLAN	314-393-7635	LNOLAN@AMEREN.COM
DEAN MESTROVIC	314-401-5180	DMESTROVIC@JOLSON.COM
Alanna Ahern	314-332-3107	aa@engdesignsource.com
Joe Mulnik	314-343-8475	joseph.mulnik@modot.mo.gov
Justin Brooks	314-267-8471	Justin.brooks@millstoneweb.com
Phil Ruffus		philip.ruffus@modot
Jim Schaefer	314-220-5698	JSchaefer@Parl Construction St. Louis
JOE WEEKS	314-917-7174	Joe.Weeks@MillstoneWeb.com

This Agreement is by and between TranSystems Corporation (TranSystems”) and _____ (“Contractor”), with an address of _____.

Contractor desires to obtain the right to use those certain CADD Database files (the “CADD Database”) which are owned by TranSystems and which were developed by TranSystems in connection with the following described Project:

PROJECT: Allenton Road Bridge Replacement over the UPRR _____

(Project #): STP-4901 (644) _____

OWNER: City of Eureka, Missouri _____

In consideration of the mutual covenants and agreements hereafter set forth TranSystems and Contractor agree as follows:

1. LICENSE

1.1 LICENSE GRANT: TranSystems hereby grants to Contractor a nonexclusive limited license in the CADD Database solely for Contractor’s use for the specific purpose of _____ in connection with the Project (the “Purpose”). Contractor may allow its subcontractors to also use the CADD Database in connection with the Project for the Purpose set forth above under the license granted to Contractor under this Agreement. Contractor agrees that it will not make or allow any other use of the CADD Database and no other use of the CADD Database is allowed or granted under this Agreement. Title to and ownership of the CADD Database remains with TranSystems and is not transferred to the Contractor or its subcontractors. Contractor agrees that any use of the CADD Database by its subcontractors in connection with the project is conditioned upon Contractor obtaining from subcontractor a written agreement that subcontractor’s use is subject to the express limitations contained in this License Agreement.

1.2 COPYING RESTRICTIONS: The Contractor may copy the CADD Database in whole or in part, only for backup and archival purposes and for use by the Contractor’s Subcontractors. All of the Contractor’s subcontractors who receive a copy of the CADD Database in whole or in part shall be bound by the terms and conditions of this Agreement and Contractor shall indemnify, defend and hold TranSystems harmless from all claims, loss and damages that it may suffer as a result of or in connection with the use of the CADD Database by any of Contractor’s subcontractors.

1.3 TRANSFER OF CADD DATABASE: The license granted in this Agreement is not transferable or assignable and the CADD Database may not be sublicensed by Contractor. The Contractor may not transfer or provide a copy of all or any portion of the CADD Database to any other party, except as express allowed under the provisions of Sections 1.1 and 1.2 of this Agreement.

2. DISCLAIMER OF WARRANTY

2.1 NO WARRANTY: Contractor acknowledges and agrees that TranSystems makes no representations, covenants, warranties or guarantees, express or implied with respect to the CADD Database and TranSystems hereby disclaims all representations and warranties with regard to the CADD Database supplied hereunder, including all implied warranties of fitness and merchantability. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. In addition, TranSystems hereby disclaims all obligations and liabilities for damages of any kind associated with or arising from Contractor's (or its subcontractor's) use of the CADD Database or in connection with the performance of the CADD Database. To the fullest extent permitted by law, TranSystems shall not, in any event, be liable to Contractor, its subcontractors or any other entity for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power which may result or arise from or in connection with Contractor's (or its subcontractor's) use of the CADD Database or in connection with the performance of the CADD Database.

3. INDEMNITY

3.1 INDEMNITY: The Contractor recognizes that use of the database will be at the Contractor's sole risk and without any liability, risk or legal exposure to TranSystems, the City of Eureka, Missouri or MoDOT. Contractor accepts responsibility for the completeness, correctness and readability of the CADD Database and the output generated from the CADD Database. Furthermore, the Contractor does hereby, to the fullest extent permitted by law, agree to defend, indemnify and hold harmless TranSystems from and against any and all claims, suits, demands, damages, liabilities, losses, expenses and costs, including attorney fees and costs of defense, arising out of, resulting from or in connection with Contractor's (or its subcontractor's, or any one for whom Contractor is legally responsible) use, misuse, reuse, alteration, or modification of the CADD Database or resulting from any breach of Contractor's obligations or agreements under this Agreement.

4. COMPENSATION

4.1 COMPENSATION: Upon the delivery of the CADD Database to Contractor, the Contractor agrees to compensate TranSystems \$ 0 for the first drawing file database and \$ 0 for each additional drawing file database thereafter. Total compensation to TranSystems for the CADD Database will be \$ 0.

5. ACKNOWLEDGMENT

5.1 ACKNOWLEDGMENT: The Contractor acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Contractor further warrants to TranSystems that the person executing this Agreement on behalf of the Contractor is duly authorized so to do.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date(s) indicated after each parties signature below.

CONTRACTOR

TRANSYSTEMS CORPORATION

By: _____

By: _____

Printed Name: _____

Printed Name: Frank Weatherford _____

Title: _____

Title: Principal _____

Date: _____

Date: July , 2024 _____