

Thursday, October 1, 2020

Prospective Bidders  
Langley Pond Park Project  
21-05-B

Subject: DWG Files – Langley Pond Park  
Delivery of Electronic Documents  
Benesch Project No. 19020024

Dear Bidder:

You have requested that Alfred Benesch & Company (Benesch) provide you our electronic documents relating to the above-referenced project. These electronic documents are not contract documents, nor are they documents that we are required by contract to provide. We have agreed, however, to provide them to you as a courtesy and convenience in connection with the above-referenced project. We will deliver the electronic documents once you have signed and returned this acknowledgement.

**Compatibility and Translations**

Benesch makes no representation as to the compatibility of the requested files with your hardware or software beyond the specific release of those in which they were originally created. No guarantee is provided or implied for the compatibility or translation of neutral file formats.

**No Liability**

You acknowledge and agree that Benesch's provision of the electronic documents creates no obligation or duty, contractual or otherwise, between Benesch and you, or any other entity. You also acknowledge and agree that in providing these electronic documents, Benesch makes no representation regarding the accuracy or reliability of these documents and/or the information contained therein, and that Benesch shall not be held responsible for their accuracy, reliability or suitability for any use. You acknowledge and agree that Benesch makes no warranties, either expressed or implied, of merchantability and fitness of the documents for any particular purpose. You acknowledge and agree that Benesch is not responsible in any way for the use made of the electronic documents.

You agree not to reuse the electronic documents, in whole or in part, and/or the information contained therein, for any purpose other than in connection with the above-referenced project. You also agree to instruct third parties not to rely on the electronic documents and/or the information contained therein. Any use or reuse of the electronic documents shall be at the user's own risk.

As a condition to the receipt of these files, you agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Benesch its officers, directors, agents, employees, and/or sub-consultants that may arise out of or in connection with your receipt or use of the electronic documents. You agree, to the fullest extent permitted by law, to indemnify and hold harmless Benesch, its officers, directors, employees and/or sub-consultants against all damages, awards, liabilities or costs, including reasonable attorney fees and/or defense costs, arising from your receipt or use of these electronic documents and/or the information contained therein.

**Hard-Copy Sealed Contract Documents Prevail**

The electronic documents Benesch is providing are not a substitute for any of the hard-copy construction documents Benesch is obligated to provide in connection with the above referenced project. You acknowledge and agree that Benesch makes no representation regarding the consistency of these electronic documents and the information contained therein with the hard-copy sealed construction documents Benesch has provided and/or will provide in connection with the above referenced project. You acknowledge and agree that differences may

exist between these electronic documents and the corresponding hard-copy construction documents, and that in all instances the signed or sealed hard-copy construction documents shall govern. It is solely your responsibility to determine if any differences exist.

You acknowledge and agree that your use of these electronic documents does not relieve you of your duty to fully comply with the contract documents for the above referenced project, including, and without limitation, the need to check, confirm, and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with others on the project.

Any use, alteration, or reuse of these files by you or any third party involved by you shall be at your sole risk. Furthermore, by accepting these files, you agree to indemnify, and hold Benesch harmless from all claims, injuries, damages, losses, expenses, and attorney's fees resulting from any use, alteration, or reuse of the files. Although these files were created to scale and may show bar scales, no linear or volumetric CAD measuring of any kind is to be performed using these files. Also, the files represent the site conditions existing at the time the files were developed. In all instances, the signed or sealed hard-copy construction documents shall govern, and the current site conditions should be verified. It shall be your responsibility to determine if any differences exist.

**Ownership**

Data contained in these electronic documents are part of Benesch instruments of service and shall not be used by you or anyone else receiving this data for any purpose other than as a convenience for the work on the above referenced project. Benesch retains all ownership rights, including copyrights, of the electronic documents and data provided.

**Handling Fees**

As a professional courtesy, Benesch shall not charge any handling fee for the transfer of said electronic documents. Benesch will only transmit electronic documents in the native format files in which they were created. No conversion to any other file format other than native file format will be provided.

**Acknowledgement**

I acknowledge that I have read and understand this letter. I agree, as an authorized agent of \_\_\_\_\_ and all of its agents, to be bound by the terms and conditions of this letter.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

Very truly yours,

Alfred Benesch & Company



Charles Hall, AICP, LEED AP  
Senior Planner

cc: FILE