

# Municipal Consultants, Inc.

Civil/Environmental Engineering

200 Century Park South, Suite 212  
Birmingham, Alabama 35226  
P: (205) 822-0387

## ELECTRONIC DOCUMENTS DISCLAIMER / INDEMNIFICATION AGREEMENT

### RECEIVING PARTY

NAME: \_\_\_\_\_  
COMPANY: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
PHONE: \_\_\_\_\_  
E-MAIL: \_\_\_\_\_

### PROJECT

NAME: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
OWNER: \_\_\_\_\_

### ELECTRONIC DOCUMENTS DISCLAIMER:

In order for a Receiving Party to be given Plans and Specifications in an electronic format as a matter of convenience, the Receiving Party must first purchase a hardcopy set of the Plans and Specifications from the engineer's office. Accordingly, the Receiving Party shall then be considered a "Plan Holder" and therefore, will receive copies of any addenda.

The delivery of electronic documents should not be construed to provide an express warranty or guarantee that all dimensions and details are exact. In the event of a discrepancy between the electronic documents and the hardcopy documents, the hardcopy documents provided by and received from the engineer shall prevail. Any use of this information is at the sole risk and liability of the user.

The delivery of the Plans and Specifications in electronic format is for the convenience of the Receiving Party. Nothing in this transfer should be construed to provide any right of the Receiving Party to rely on anything other than visual presentation of this electronic information. Electronic manipulation of the documents using electronic tools to obtain/extract additional information (such as dimensional information) not expressly shown on the documents is prohibited.

Any use of this electronic information is at the sole risk and liability of the user who is responsible for obtaining updated information to reflect any changes in the Plans and Specifications following the preparation date of this information. Receiving Party shall hold harmless to the maximum extent allowed by law the engineer and the Owner from any use of the electronic file(s) by the Receiving Party. **Receiving Party hereby agrees that these electronic files will not be transferred to any other person or entity.** Receiving Party hereby agrees that these electronic files will not be modified from the state at which the files are received and shall be used only for general convenience in affiliation with the project for which the files are associated.

### INDEMNIFICATION AGREEMENT:

At your request, Municipal Consultants, Inc. (hereby known as MCI) will provide electronic files of the Plans and Specifications for your convenience related to the above referenced project, subject to the following terms and conditions:

1. MCI electronic files are compatible **with Adobe Acrobat X and above.** MCI makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.
2. Data contained on these electronic files is part of MCI's instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than as a convenience for the referenced project. Any other use or re-use by you or by others

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will be at your sole risk and without liability or legal exposure to MCI. 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 the Owner, MCI, its officers, directors, employees, agents, or sub-consultants which may arise out of or in connection with your use of the electronic files.

3. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner, and MCI from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.
4. These electronic files are not Contract Documents. Significant differences may exist between these electronic files and corresponding hardcopy Contract Documents due to addenda, change orders or other revisions. In the event that a conflict arises between the hardcopy Contract Documents prepared by MCI and electronic files, the hardcopy Bid and Contract Documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the Contract Documents, 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 that of other contractors for the project.
5. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, MCI reserves the right to remove all indication of its ownership and/or involvement for each electronic display.
6. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by MCI, and MCI makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner or MCI be liable for any loss of profit or any consequential damages.

**ENGINEER**

COMPANY: Municipal Consultants, Inc.

NAME: Chris Cousins

EMAIL: ccousins@municipalconsultants.org

TITLE: President

DATE: \_\_\_\_\_

**RECEIVING PARTY**

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**\*SIGNATURE:**

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*\*signature required before any electronic file is released*