

Project: Columbus Metropolitan Library Hilliard Branch

Project No. 1448.00

This agreement by and between DesignGroup and the undersigned Contractor, Subcontractor, or Vendor ("Contractor") shall be effective after the review and signing of the following agreement:

- 1) At the request of the Contractor, ~~and for a service fee of \$250.00 for the first Sheet and \$25 for each additional Sheet,~~ DesignGroup is providing the electronic files listed on the following page(s).
- 2) The data contained on these electronic files are part of DesignGroup's instruments of service. They are being furnished solely for the Contractor's convenience in the Contractor's preparation of shop drawings for the referenced project and shall not be used by the Contractor or anyone else for any other purpose. Any other use will be at the Contractor's sole risk and without liability or legal exposure to DesignGroup.
- 3) These electronic files, as defined below, are not Contract Documents. Differences may exist between the electronic files and the hard-copy Contract Documents. DesignGroup makes no representation regarding the accuracy or completeness of neither these electronic files nor their compatibility with the Contractor's hardware or software.
 - a) Computer Aided Drafting and Design (CAD) is the use of 2D vector based objects such as lines, arcs, circles, and text to draft individual plan sections, elevations and details of a building.
 - b) Building Information Modeling (BIM) is a 3D model-based technology that uses one database for all elements and processes relating to the design, construction, and use of a building. It is a digital representation of physical and functional characteristics of a facility. As such, it serves as a shared knowledge resource for information about a facility forming, a reliable basis for decisions during its life cycle from inception onward.
- 4) It is the Contractor's responsibility to verify the accuracy and completeness of these electronic files, check, confirm and coordinate all dimensions and conditions and comply fully with all requirements of the Architect's sealed hard-copy Construction Documents which take precedence over these electronic files.
- 5) The data contained within these electronic files shall not in any manner change or alter the requirements of the Contract Documents or the responsibilities or liabilities of the Contractor.
- 6) The Contractor agrees to waive, to the fullest extent permitted by law, any claim or cause of action of any nature against DesignGroup, its Officers, Directors, Employees and Consultants that may arise out of or in connection with the Contractor's use these electronic files.
- 7) The Contractor agrees, to the fullest extent permitted by law, to indemnify and hold DesignGroup, its Officers, Directors, Employees and Consultants harmless against all damages, liabilities or costs, including attorneys' fees and defense costs, arising out of or resulting from the Contractor's use of these electronic files.
- 8) Under no circumstances shall delivery of the electronic files for use by the Contractor be deemed a sale by DesignGroup, and DesignGroup makes no warranty, either express or implied, of merchantability or fitness for any purpose.

Architect: DesignGroup

Contractor: _____

 Signature
 Joseph Mayer
 Name
 Project Architect
 Title
 11/16/2017
 Date

 Signature

 Name

 Title

 Date

Electronic Agreement File List:

Floor Plan – FURNITURE – 1ST FLOOR.dwg

Floor Plan – FURNITURE – 2ND FLOOR.dwg