AN AGREEMENT BETWEEN THE ENGINEER OF RECORD AND CONTRACTOR FOR TRANSFER OF BIM (BUILDING INFORMATION MODELING) AND/OR CAD (COMPUTER AIDED DRAFTING) FILES ON ELECTRONIC MEDIA

Engineer of Record (Engineer):	Contractor:
HAZEN AND SAWYER	LAKESHORE ENGINEERING, LLC
Project Number:	Date:
32355-003	1/28/2021
Project Name:	Owner/Location:
GEMINI BOOSTER PUMP STATION	MACON WATER AUTHORITY

The Engineer will provide the CAD and/or BIM files, described as follows, for the convenience of the Contractor:

Lakeshore Engineering, LLC

The Contractor shall pay the Engineer a service fee of: $0

TERMS AND CONDITIONS

1. Engineer makes no representation as to the compatibility of the CAD and/or BIM files with any hardware or software.

2. Since the information set forth on the CAD and/or BIM files can be modified unintentionally or otherwise, the Engineer reserves the right to remove all indicia of its ownership and/or involvement from each electronic CAD and/or BIM file.

3. All information on the CAD and/or BIM files is considered instruments of service of the Engineer and shall not be used for other projects, for additions to this project, or completion of this project by others. The CAD and/or BIM files shall remain the property of the Engineer, and in no case shall the transfer of these files be considered a sale.

4. The Engineer makes no representation regarding the accuracy, completeness, or permanence of the CAD and/or BIM files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the dates indicated on the CAD and/or BIM files may not have been incorporated. In the event of a conflict between the Engineer's original sealed contract bid documents and the CAD and/or BIM files, the original contract bid documents shall govern. It is the Contractor's responsibility to determine if any conflicts exist. The CAD and/or BIM files shall not be considered Contract Documents as defined by the General Conditions of the Contract for Construction.

5. The use of CAD and/or BIM files prepared by the Engineer shall not in any way obviate the Contractor's responsibility for the proper checking and coordination of dimensions, details, quantities of materials and equipment as required to facilitate completion of the Contract for Construction.

6. The Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the Engineer and its subconsultants from all claims, damages, losses, expenses, penalties and liabilities of any kind, including attorney's fees, arising out of or resulting from the use of the CAD and/or BIM files by the Contractor, or by third party recipients of the CAD and/or BIM files from the Contractor.

7. The Engineer believes that no licensing or copyright fees are due to others on account of the transfer of the CAD and/or BIM files, but to the extent any are, the Contractor shall pay the appropriate fees and hold the Engineer harmless from such claims.

8. Payment of service fees, if included above, is due upon receipt of the CAD and/or BIM files.

9. This agreement shall be governed by the laws of the state of Georgia.

AUTHORIZED ACCEPTANCE

Engineer of Record	Contractor
Hazen and Sawyer	Lakeshore Engineering, LLC
Signature	Signature
Print Name and Title	Print Name and Title
Alan Bowling, PE - Senior Associate	Garland Long, President
Date 1/28/2021	Date 01/29/21