

RELEASE FOR DELIVERY OF DOCUMENTS IN ELECTRONIC FORM

TO A CONTRACTOR

The Delaware Department of Transportation, hereinafter referred to as the DEPARTMENT, has requested that **MCCORMICK TAYLOR** and **RK&K**, hereinafter referred to as the CONSULTANTS, provide certain electronic documents prepared by the CONSULTANTS, hereinafter referred to as the ELECTRONIC DOCUMENTS, to Contracting Company: _____, hereinafter referred to as the CONTRACTOR for the CONTRACTOR'S use in performing construction activities on T200911301, US 301, Norfolk Southern RR to SR 896, hereinafter referred to as the PROJECT. The DEPARTMENT and the CONSULTANTS have agreed to provide the ELECTRONIC DOCUMENTS subject to the following conditions and acknowledgements, to which the CONTRACTOR accepts and agrees to be bound:

1. ELECTRONIC DOCUMENTS consist only of the following files:

MCCORMICK TAYLOR FILES:

ASCII DATA FILE

- US 301 1C HV points EX Boyds 1.txt
- US 301 1C HV points EX Boyds 2.txt
- US 301 1C HV points PR Boyds.txt
- US 301 1C HV points US 301 Stream Alignment Ex.txt
- US 301 1C HV points US 301 Stream Alignment Prop.txt
- US 301 1C HV points US 301.txt
- US 301 Contract 1C GG COGO.txt

ALL PLANS SHEETS, IN PDF FORMAT.

EXISTING DIGITAL TERRAIN MODEL

- Original Ground2.dtm

PROPOSED DIGITAL TERRAIN MODEL

- SecA-Prop-Merge-2-9-15 W exterior.dtm
- SecB-Prop-Merge-2-6-15 W exterior.dtm

(CONSULTANT PREPARED FILES)

PROPOSED 3D TRIANGLES

- 3D_triangles.dgn

3D FEATURE LINE FILE

- 3D_Features.dgn

RK&K FILES:

ASCII DATA FILE

- T200911301_Coords.csv

ALL PLANS SHEETS, IN PDF FORMAT.

EXISTING DIGITAL TERRAIN MODEL

- Contract 2911301_Sec1C Pleasanton Mitigation Site_Existing DTM.dtm

PROPOSED DIGITAL TERRAIN MODEL

- Contract 2911301_Sec1C Pleasanton Mitigation Site_Proposed DTM.dtm

PROPOSED 3D TRIANGLES

- Contract 2911301_Sec1C Pleasanton Mitigation Site_Proposed Triangle.dgn

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2. To the extent that, by its agreement with the DEPARTMENT or otherwise, the CONSULTANTS have any common law rights including copyright in the ELECTRONIC DOCUMENTS and any paper versions thereof, the CONSULTANTS retain such rights and by this Agreement only grants the CONTRACTOR a non-exclusive license to use such ELECTRONIC DOCUMENTS in connection with its services for the DEPARTMENT only for the PROJECT.
3. The ELECTRONIC DOCUMENTS are provided as a convenience to the CONTRACTOR at the request of the DEPARTMENT in connection with the CONTRACTOR'S responsibilities and obligations relating to the PROJECT. Neither the DEPARTMENT nor the CONSULTANTS shall be construed to have performed any services in connection with the CONTRACTOR'S use of the ELECTRONIC FILES provided and shall have no liability for any aspect of their use, and has no

(CONSULTANT PREPARED FILES)

contractual relationship with the CONTRACTOR in connection with their use, other than as set forth in this Agreement.

4. All parties agree that the ELECTRONIC DOCUMENTS are not, nor shall they be construed to be, a product or products. It is specifically agreed by the CONTRACTOR that there are no warranties of any kind in such ELECTRONIC DOCUMENTS or in the media in which they are contained, either expressed or implied, including any warranty of merchantability or warranty of fitness. Any warranty of merchantability or warranty of fitness is expressly waived by the CONTRACTOR.
5. It is understood by the CONTRACTOR that the media in which any ELECTRONIC DOCUMENTS are transmitted can deteriorate over time and under various conditions. In addition, any conversion of the format is solely the responsibility of the CONTRACTOR. The CONTRACTOR understands and agrees that the conversion of ELECTRONIC DOCUMENTS from the machine-readable format used by the CONSULTANTS to some other format may introduce errors or other inaccuracies. The CONTRACTOR therefore agrees to confirm the accuracy of any converted ELECTRONIC DOCUMENTS before using them. The CONTRACTOR agrees to accept all responsibility for any errors or inaccuracies and to release the DEPARTMENT and the CONSULTANTS and their SUBCONSULTANTS from any liability or claims for recovery of damages or expenses arising as the result of such errors or inaccuracies.
6. The CONTRACTOR shall, in addition to the other obligations set forth herein, be obligated to remove the DEPARTMENT'S, the CONSULTANTS' and/or the

(CONSULTANT PREPARED FILES)

SUBCONSULTANT'S title block from the copy of the ELECTRONIC DOCUMENTS used by the CONTRACTOR.

7. The CONTRACTOR agrees not to use, or allow others to use, the ELECTRONIC DOCUMENTS, in whole or in part, for any purpose or project other than as stated above without the express prior written permission of the DEPARTMENT and the CONSULTANTS.
8. The CONTRACTOR agrees to waive any and all claims for liability against the DEPARTMENT, the CONSULTANTS, and their SUBCONSULTANTS resulting in any way from use of the ELECTRONIC DOCUMENTS or from any failure by the CONTRACTOR to comply with the requirements of this Agreement.
9. The CONTRACTOR further agrees to indemnify and save harmless the DEPARTMENT, the CONSULTANTS and their SUBCONSULTANTS and each of their partners, officers, shareholders, directors and employees from any and all claims, judgments, suits, liabilities, damages, costs or expenses (including reasonable defense and attorneys fees) arising as the result of either: 1) the CONTRACTOR'S failure to comply with any of the requirements of this Agreement: or 2) the CONTRACTOR'S use of the ELECTRONIC DOCUMENTS.

DELAWARE DEPARTMENT OF TRANSPORTATION

Name: _____ Date: _____
Chief Engineer

APPROVED AS TO FORM:

Name: _____ Date: _____
Deputy Attorney General

CONCURRED:

Name: _____ Date: _____
Regional Group Engineer

RECOMMENDED:

Name: _____ Date: _____
Design Project Manager

CONSULTANTS

Name: _____ Date: _____
MCCORMICK TAYLOR

Title: _____

Name: _____ Date: _____
RK&K

Title: _____

CONTRACTOR:

Name: _____ Date: _____

Title: _____

Company: _____