

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 **JACOBS ENGINEERING GROUP** 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 T200811301, US 301, Maryland State Line to Levels Road, 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:

JACOBS ENGINEERING GROUP FILES:

ASCII DATA FILE

- 301 Connector Rd.txt
- Exist_Levels Road.txt
- Exist_Rt 301.txt
- Mainline Centerline.txt
- Middleneck Road.txt
- Ramp A.txt
- Ramp B.txt
- Ramp D.txt
- Ramp E.txt
- Strawberry Access A.txt
- Strawberry Access B.txt
- Strawberry Lane Ditch.txt
- Strawberry.txt
- Warwick-Levels Rd.txt

(CONSULTANT PREPARED FILES)

ALL PLANS SHEETS, IN PDF FORMAT.

EXISTING DIGITAL TERRAIN MODEL

- EC_301DS3_000_PEN.dtm

PROPOSED DIGITAL TERRAIN MODEL

- 301 Connector – Driveway @ 1123-00.dtm
- 301 Connector – Whiteman Driveway.dtm
- 301 Connector – WS driveway.dtm
- 301 Connector.dtm
- 301 Connector_Strawberry Ln Intersection.dtm
- 301 NB Pipe Outfall Temp Grading.dtm
- 301 SB Pipe Outfall Temp Grading.dtm
- AET_301 Median.dtm
- AET_BMP 620_rev.dtm
- AET_NB 301.dtm
- AET_SB 301.dtm
- AET_Warwick-Levels.dtm
- BMP 604_rev.dtm
- BMP 605_rev.dtm
- BMP 606_rev.dtm
- BMP 607_rev.dtm
- BMP 608_rev.dtm
- BMP 609_rev.dtm
- BMP 610_rev.dtm
- BMP 611_rev.dtm
- BMP 612_rev.dtm
- BMP 613_rev.dtm
- BMP 616_rev.dtm
- BMP 617_rev.dtm
- BMP 618_rev.dtm
- BMP 619_rev.dtm
- Business 301.dtm
- Grading – Beste-Warwick-SB301.dtm
- Grading – Swale @ SB301-Warwick.dtm
- Grading – Warwick @ BMP 610.dtm
- Levels Road_PEN.dtm
- Mainline pavement benching.dtm
- MDpond1SGW.dtm
- MDpond2SGW.dtm
- MDpond3SGW.dtm
- MDpond4_rev.dtm
- Middleneck Rd.dtm
- NB 301 Tie-in.dtm

(CONSULTANT PREPARED FILES)

- Ramp A.dtm
- Ramp B.dtm
- Ramp C Pipe Outfall Temp Grading.dtm
- Ramp C Spur.dtm
- Ramp C.dtm
- Ramp D Infield.dtm
- Ramp D.dtm
- Ramp D-1.dtm
- Ramp E Infield.dtm
- Ramp E.dtm
- Ramp E-1.dtm
- Ramp F Spur.dtm
- Ramp F.dtm
- SB 301 Tie-in.dtm
- Strawberry Ln_PEN 02-10-14.dtm
- Warwick Driveway @ 1211-77.dtm
- Warwick Driveway @ 1263-00.dtm
- Warwick Driveway @ Mit Site.dtm
- WK_AET_SURFACE PLOT.pdf
- DTMs_AET_FINAL.xlsx

PROPOSED 3D TRIANGLES

- WK_AET_SURFACE 3D TRIANGLES.dgn

3D FEATURE LINE FILE

- WK_AET_SURFACE 3D BREAKLINES.dgn

RK&K FILES:

ASCII DATA FILE

- T200811301_Coords.csv

ALL PLANS SHEETS, IN PDF FORMAT.

EXISTING DIGITAL TERRAIN MODEL

- Contract 2811301_Sec3 Levels Road Borrow Site_Existing DTM.dtm

PROPOSED DIGITAL TERRAIN MODEL

- Contract 2811301_Sec3 Levels Road Borrow Site_Proposed DTM.dtm

PROPOSED 3D TRIANGLES

- Contract 2811301_Sec3 Levels Road Borrow Site_Proposed Triangle.dgn

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 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

(CONSULTANT PREPARED FILES)

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 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.

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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: _____
JACOBS ENGINEERING GROUP

Title: _____

Name: _____ Date: _____
RK&K

Title: _____

CONTRACTOR:

Name: _____ Date: _____

Title: _____

Company: _____