

SECTION 00 73 75
ELECTRONIC FILES FOR BIDDING AND CONSTRUCTION

PART 1 - GENERAL

1.1 TERMS AND CONDITIONS FOR USE

- A. BWBR Architects, Inc., and its consultants grant Bidders and Contractors a limited license to use Electronic Documents issued by BWBR Architects, Inc., exclusively for this Project.
- B. By using the Electronic Documents, Recipient agrees to the following terms and conditions.
- C. Recipient may use the Electronic Documents for any purpose related to the Project, as long as Recipient is a separate consultant or contractor engaged by the Client, or a sub-consultant, subcontractor, or supplier, of any tier, to anyone engaged by the Client for the Project.
- D. The Electronic Documents are not Contract Documents. The printed copies of original Drawings and Specifications, signed and sealed by BWBR or its consultants and incorporated in agreements between the Client and any contractor for the Project are Contract Documents. Without limiting the generality of the foregoing, Electronic Documents that include a portion of the information contained in the Contract Documents are not Contract Documents.
- E. Recipient may copy and use Electronic Documents that are preliminary or are otherwise not incorporated in the final Contract Documents for backgrounds for consultant drawings, scheduling, cost estimating, and other pre-construction purposes.
- F. Recipient may copy and use Electronic Documents that are incorporated in the Contract Documents as backgrounds for Shop Drawings, layout, and other purposes related to the Project, provided (a) Recipient shall be responsible for verifying actual construction or field conditions, and (b) Recipient may rely on the Electronic Documents only to the extent Recipient has determined the Electronic Documents are consistent with the Contract Documents and field conditions.
- G. Recipient shall be responsible for determining whether any changes made after Recipient receives the Electronic Documents affect any services or work Recipient provided using the Electronic Documents and for updating any such services or work to the extent necessary.
- H. The Recipient shall be responsible for determining if the Electronic Documents are sufficient for Recipient's purposes.

- I. If BWBR provides the Electronic Documents in a format that is subject to copying, editing, or other manipulation by Recipient, Recipient may copy, edit, and use the Electronic Documents to produce drawings, specifications, Shop Drawings, cost estimates, material take-offs, and any other lawful purpose related to Recipient's duties on the Project, provided Recipient shall be solely responsible for Recipient's resulting documents and work.
- J. BWBR and the Client provide no warranties, express or implied, including warranties of merchantability or fitness for a particular purpose for the Electronic Documents.
- K. To the fullest extent allowed by law, Recipient agrees to indemnify, defend, and hold harmless BWBR from any costs (including attorneys' fees and costs), claims, or causes of action, to the extent arising from Recipient's negligent or wrongful use of the Electronic Documents, including Recipient's modification or unlicensed use of the Electronic Documents.
- L. BWBR shall not be responsible for any failure of Recipient to accurately reproduce the Electronic Documents. Recipient shall be responsible for confirming the compatibility of the Electronic Documents with Recipient's hardware and software. In the case of any discrepancies between information Recipient produces using the Electronic Documents and information BWBR produces, printed copies produced by BWBR shall control.
- M. BWBR shall not be responsible for any decline in accuracy or readability due to the medium on which the Electronic Documents are stored, or for any unintentional transmission of computer viruses.
- N. The Electronic Documents are the property of BWBR, subject only to the rights, if any, of the Client and BWBR's consultants as defined in the agreement between BWBR and its Client. All Electronic Documents are to be treated as confidential and are not to be disclosed to or shared with others, except under the terms and conditions of this transmittal, without the express written consent of BWBR.
- O. These terms and conditions apply to all Electronic Documents issued by BWBR or its consultants for the Project.

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