

SECTION 00 5010 SUPPLEMENTARY GENERAL CONDITIONS

The following Supplementary General Conditions, change, delete from or add to the “**General Conditions of the Contract for Construction**” **AIA Document A201, 2017 Edition**. Where any article of General Conditions is modified or any paragraph, subparagraph or clause thereof is modified, changed, deleted from or added to by these Supplementary Conditions, the unaltered provisions of the article, paragraph, subparagraph or clause shall remain in effect.

The General Conditions also may be supplemented elsewhere in the contract documents by provisions located in, but not necessarily limited to, Division 1 - General Requirements of the Specifications.

ARTICLE 1 - GENERAL PROVISIONS

Paragraph 1.7 – TRANSMISSION OF DATA IN DIGITAL FORM

- 1.7 Issuance Agreement form and Order form: Refer to the next two (2) pages.

MKSD, LLC

COMPUTER FILE ISSUANCE AGREEMENT

Project Name: _____

Project Number: _____ Date: _____

Requesting Party: _____

hereinafter referred to as the Party, understands and agrees that the data, calculations, drawings or specifications prepared pursuant to this Agreement, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction or implementation of this project or service provided. They are and shall remain the property of MKSD, LLC. The Party may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the work provided, use or occupancy of the project or service.

Because of the possibility that information and data delivered in machine-readable form may be altered, whether inadvertently or otherwise, MKSD, LLC reserves the right to remove from copies provided to the Party, all identification reflecting the involvement of MKSD, LLC or its agents/consultants in their preparation, and to retain originals of all project documentation delivered to the Party in machine-readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two. MKSD, LLC bears no responsibility for unauthorized use of information contained herein. The Party understands that the conversion and transfer of data to machine-readable form cannot be accomplished without the possible introduction of inexactitudes, anomalies, and errors. The Party agrees to assume all risks associated with the use of this data.

The Party recognizes that changes or modifications to these instruments of professional service introduced by anyone other than MKSD, LLC may result in adverse consequences which MKSD, LLC can neither predict nor control. Therefore, and in consideration of this Agreement to deliver its instruments of professional service in machine-readable form, the Party, and any of its agents who may rely on this data, agrees to hold fully harmless and indemnify MKSD, LLC from and against all claims, expenses, liabilities, losses, damages and costs, including but not limited to attorney's fees, arising out of or in any way connected with changes, modifications, accuracy or completeness of any translation process from original files, misinterpretation, misuse, or reuse by others of the machine-readable information and data provided by MKSD, LLC under this Agreement. The foregoing indemnification applies, without by limitation, to any use of the project documentation on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized in writing, by MKSD, LLC and with appropriate compensation to MKSD, LLC. These files represent the status of project or service as of the transmittal date or transfer and in no event shall MKSD, LLC be liable to anyone for special, collateral, incidental or consequential damages in connection with the use of these materials.

Acknowledged By

MKSD, LLC Project Principal

Company (typed)

Date

Signature of the Authorized Party Noted Above

Upon receipt of the signed confirmation of this Agreement Form and applicable payment, MKSD, LLC will return a copy of this form along with the machine-readable format desired and described in the accompanying transmittal.

