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The Receiving Party has requested that CAD files (the Files) be transmitted for its use on Project KCK Primrose , Olsson Project No. 018-1196 . The Files are necessary for our use in preparing Earthwork quantities (the Use); and Client has authorized the transmittal.

The latest versions of the following drawings are requested, by sheet number:

Requested AutoCAD Version:

All of the information contained in the Files are the work product and instrument of service of Olsson, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights, unless the same have previously been transferred in writing to the Client. The Files were created for Olsson's convenience in providing its services on the Project, and Olsson makes no representations whatsoever as to their suitability for other uses, including the preparation of shop drawings.

The Receiving Party is aware that differences may exist between the Files and the printed hard-copy original signed and stamped drawings or reports. In the event of a conflict between the signed original documents prepared by Olsson and the Files, the signed and sealed original documents shall govern. The Receiving Party acknowledges that the Files are not "construction" documents and are provided in "as is" condition.

The Files may not be complete or coordinated, and may not reflect field modifications or "as built" conditions. The Files may be revised or superseded, and updated copies will not be provided without execution of a new agreement and receipt of a new payment. The Files will not be copied or used for other than this project. The Files will not be used for construction and are accepted for use at Receiving Party's own risk. The Files will not be used for future additions or alterations to this project. Olsson does not warrant that the Files are compatible with specific computer or CAD systems. Receiving Party may not retransmit the Files, or any portion thereof.

LIMITATION OF LIABILITY: The Files are provided without warranty, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. No sub-licensing of the Files is allowed. Under no circumstances (including breach of contract, negligence, statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty) shall Olsson, its officers, directors, partners, employees, contractors or subconsultants be liable for any delay, punitive, incidental, indirect, special or consequential damages, including but not limited to disruptions, accelerations, inefficiencies, increased costs, increased home office overhead, loss of use, loss of profit, loss of income, or loss of reputation arising out of or connected in any way to the use of, or the inability to use, the Files, even if Olsson or an authorized representative of Olsson has been advised of the possibility of such damages. In no event shall Olsson's total liability for all damages, losses and causes of action, whether based on contract, tort (including negligence or otherwise), statutory violations, misrepresentation, fraud, strict liability and/or breach of warranty exceed the amount paid by Receiving Party for Olsson's transmittal of the Files.

GOVERNING LAW: This agreement shall be governed by and construed in accordance with the laws of the United States and the State of Nebraska. If, for any reason, a court of competent jurisdiction finds any provision of this agreement, or portion thereof, to be unenforceable, that provision of the agreement shall be enforced to the maximum extent permissible so as to effect the intent of Olsson, and the remainder of this agreement shall continue in full force and effect. This is the entire agreement between the parties relating to the subject matter herein, and shall not be modified except in writing signed by all parties.

INDEMNIFICATION: Receiving Party hereby agrees to hold harmless and indemnify Olsson, its officers, directors, employees, consultants, affiliates and any employee or agent thereof (each of the foregoing being hereinafter referred to as "Indemnified Party") against all liability, for all costs, losses, liabilities, damages, claim or expenses (including, without limitation, attorneys' fees, expert witness fees and expenses incurred in defending against any such claim, which shall be paid on an ongoing basis as the same are incurred), incurred by, arising out of, or resulting from any use, re-use, misuse, modification or alternation of the Files. Receiving Party shall cooperate in the defense of any claim or suit, and may appear through counsel of its own choice at its own expense.

TERMINATION: This agreement is effective until termination, and may be terminated at any time by Client or Olsson without notice. Upon termination, Receiving Party shall return or destroy the Files and any and all copies of the Files in its possession.

CHARGES: Client will pay Olsson for this service. Payment is to reimburse Olsson for the effort involved in preparing the Files for Transmittal. Transmittal of the Files does not constitute a sale, and the Files remain the

property of Olsson.

Name of Receiving Party:

Christopher Webb

Signed by: Christopher Webb // Max Rieke & Brothers Inc

Title: Assistant

Date: 02/28/2019

Receiving Party Contact:

Name of Person to Receive Files

Christopher Webb

Email Address: chris@maxrieke.com OR bid@maxrieke.com

Phone: 913-689-1000