

Re: Project Name ("Project")

Dear Sir/Madam:

Solely as a courtesy to _____ ("Client"), Vanasse Hangen Brustlin, Inc. ("VHB") is providing the following Documents to the City which were prepared by VHB pursuant to its contract dated _____ and amended between VHB and its Client:

Identify Paper plans,
Identify other items provided
Electronic Files: identify

The City agrees to the following by accepting and using the Documents:

The Documents are instruments of services of VHB and VHB shall be deemed the author and shall retain all common law, statutory law and other rights, without limitation, including copyrights. The City agrees not to reuse these Documents, in whole or in part, for any purpose other than for the Project. The City further agrees to waive all claims against the Consultant resulting in any way from any unauthorized changes to or reuse of the Documents for any other project by anyone other than VHB. The City accepts the Documents "as is" and agrees that any changes to the Documents requested by the City shall be compensated as additional services by separate amendment. The City is aware that differences may exist between the electronic files delivered and the printed hard-copy documents provided by VHB due to, among other causes, transmission, conversion, media degradation, software error or human alteration. Accordingly, in the event of a conflict between the signed printed hard-copy documents prepared by VHB and electronic files, the signed or sealed hard-copy documents shall govern. In addition, the City agrees, to the fullest extent permitted by law, to indemnify and hold harmless VHB, its officers, directors, employees and subconsultants (collectively, VHB) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made to the Documents by anyone other than VHB, from any use of the Documents without the prior written consent of the VHB or any other violation or breach of this letter. Under no circumstances shall delivery of Documents for use by the City be deemed a sale by VHB, and VHB makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall VHB be liable for indirect or consequential damages as a result of the City use or reuse of the Documents.

Notwithstanding anything to the contrary, VHB duties and responsibilities are solely to its Client and there are no third party beneficiaries to VHB's contract with its Client.

Very truly yours,

Wayne P. Amico, PE Senior Team Leader
Transportation