



## Exhibit 2

# ELECTRONIC DOCUMENT RELEASE

Project: City of Camas – Bank of America Tenant Improvement Expansion

LSW Project #: 2019-0029

To: Pete Capell, City of Camas

Hereinafter “Recipient”

LSW Architects, P.C. (“LSW”) may issue to Recipient plans, specifications and other information and data for Recipient’s convenience and use to provide design or construction related services to the Project, in modifiable electronic media, including but not limited to AutoCAD files and Revit files, as listed below (collectively “Electronic Documents”), subject to the following conditions. Non-modifiable electronic media such as scans or Adobe pdf documents are not covered by, or subject to, the terms of this Electronic Document Release, and do not require execution of this Electronic Document Release.

1. LSW makes no representation with regard to the compatibility of the Electronic Documents with Recipient’s software and hardware. Furthermore, Recipient acknowledges and accepts the risks associated with the transfer of Electronic Documents, including but not limited to software incompatibility, file degradation, and accidental or intentional deletion, modification or manipulation of electronic data.
2. The Electronic Documents are used by LSW, in part, as a tool to produce printed two-dimensional Drawings for use as Construction Documents. Recipient acknowledges that the Electronic Documents are not Construction Documents, and that the information and data in the two-dimensional Construction Documents is what is intended for use in construction. The Electronic Documents are provided for Recipient’s information only, for reference or modification to facilitate the design or construction of the Project. In the event of a conflict between the information included in the Electronic Documents and the signed and sealed Construction Documents issued by LSW, the signed or sealed Construction Documents shall control.
3. Recipient acknowledges that the Electronic Documents were not developed to assist Recipient with Recipient’s work. Accordingly, Recipient accepts that the form, format or content of the Electronic Documents may not be suitable for Recipient’s intended use. Recipient accepts the risk that the Electronic Documents may not be sufficiently or suitably formatted or otherwise ready for Recipient’s use. Recipient accepts all risk associated with the form, format or content of the Electronic Documents, and all risk associated with Recipient’s modification of the Electronic Documents.
4. Prior to issuing the Electronic Documents, LSW may remove or obliterate its name, title block, professional seals and certifications from the Electronic Documents.
5. To the extent allowed by applicable law, Recipient shall indemnify, defend and hold harmless LSW and its subconsultants from and against any claim, damage, liability, or cost, including attorneys’ fees or expert costs that may arise from Recipient’s use or modification of the Electronic Documents.
6. Recipient will not distribute or release the Electronic Documents to any third-party, including Recipient’s subconsultants or subcontractors, without such third party executing and delivering to LSW a signed counterpart of this Electronic Document Release. Recipient acknowledges that LSW requires that each party that receives LSW’s Electronic Documents shall execute a similar Electronic Document Release for the benefit of LSW. To the extent allowed by applicable law, Recipient shall indemnify, defend and hold harmless LSW and its subconsultants from and against any claim, damage, liability, or cost, including attorneys’ fees or expert costs that may arise as a result of Recipient’s sharing of the Electronic Documents with third-parties, without compliance with this paragraph.

7. Recipient agrees that receipt of the Electronic Documents and the information contained therein does not represent an exclusive right to use the information, and that LSW may transfer the same or similar Electronic Documents to other persons or entities. No copyrights, patents, or other rights of ownership or use are transferred or established by LSW's issuance of the Electronic Documents to Recipient.

Electronic Documents to be supplied: Autocad Files, Revit Files

LSW will transfer the Electronic Documents listed above after recipient executes and returns this Electronic Document Release to LSW.

Recipient agrees that its receipt and use of the Electronic Documents described above is subject to the conditions described in this Electronic Document Release, and Recipient agrees to those conditions.

Recipient Firm: City of Camas

By Authorized Rep: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_