RECORD DRAWING DOCUMENT DISCLAIMER

- The City of Prescott, a municipal corporation of the state of Arizona (“City”) provides the public with access to record drawings that are public documents of record pertaining to projects built within the limits of the City.

- Most of these documents are the product of various professional engineers not employed by the City and the information contained in the documents has not been verified by the City. The responsibility for document content rests with the specific engineer who sealed and certified the same at the time of final project acceptance by the City.

- The City provides no representation as to the accuracy, reliability, or applicability of record drawings. Record drawings are provided for informational purposes only.

In return for the City’s release of record drawings, the user agrees to waive any claim against the City, its employees, officials, volunteers, agents and representatives and, to the fullest extent permitted by law, the user shall assume the defense of, indemnify, and hold the City harmless from any claim or liability for injury or loss allegedly arising from this authorized use or any unauthorized re-use of the documents, excepting only such liability as determined by a court or forum of competent jurisdiction to arise out of sole negligence or willful misconduct of the City.

User further agrees to compensate the City for any time spent or expenses incurred by the City of Prescott in defense of any such claim, in accordance with the City’s prevailing fee schedule and expense reimbursement policy, and/or the existing fees needed to defend any claims and prevailing rates in the community charged for such defense said expenses include, but are not limited to, court costs and reasonable attorneys’ fees.

In accepting these files, user acknowledges that in a conflict between record drawings and field conditions, it is the responsibility of the user or the user’s assignees to verify field conditions.

Print Name & Company ____________________________________________________________

Signature: ______________________________________ Date: ______________

Documents: ________________________________________________________________
REQUEST FOR COPIES OF ASBUILTS

Date of Request: __________________________________________________________

Subdivision/Location/Name: ________________________________________________

AB/CN Number: __________________________________________________________

Cost of Duplication: $3.00 x __________________________________ = $ ____________
Sheet(s) copied full size

Cost of Duplication: .25 x __________________________________ = $ ______________
Sheet(s) copied ½ size or less

The City of Prescott agrees to provide copies of the asbuilt files for this project if available, subject to the following conditions.

1. Due to the potential that the information set forth on paper copies can be modified unintentionally or otherwise, the City of Prescott, a municipal corporation of the State of Arizona (“City”), recognizes that the recipient of such copies will be at their sole risk and without any liability, risk, or legal exposure to the City.

2. The Recipient shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the City, its employees, officials, volunteers, agents and representatives from any and all claims, damages, losses, and expenses including attorneys’ fees arising out of, or resulting from the use of the as built copies.

3. The use of the as built information is restricted to the original site and project for which it was prepared. Information shall not be used for other projects or be transferred to any other party for use on other projects. Reuse or reproduction of the documents prepared from, by, or with this document in whole, or in part, for any other purpose for which the material was not strictly intended, is prohibited. This document is prima facie evidence of the Recipient’s acceptance of these restrictions.

4. Recipient recognizes that designs and plans may be subject to alteration and /or uncontrollable deterioration. Recipient therefore agrees that the City shall not be held liable for completeness, accuracy, and deviations of actual construction or any drawing errors contained with the as-builts.

Print Name & Company ______________________________________________________

Signature: __________________________________________________________________________ Date: __________

Documents: _______________________________________________________________________

City Technician: _____________________________________________________________________