

Language to be included in a Change Order to Contractor to allow transfer of electronic documents:

The Owner will provide electronic data files to the Contractor for their convenience and use in progressing the Work and the preparation of shop drawings or other submittal requirements required for construction of the referenced project. The electronic data files shall reflect “blue line” (Construction Documents + Bid Addenda) only. These files will be transmitted subject to the following terms and conditions:

1. The Owner makes no representation as to the compatibility of these files with the Contractor’s hardware or software.
2. Data contained on these electronic files shall not be used by the Contractor or anyone else for any purpose other than as a convenience in progressing the Work or in the preparation of shop drawings or other required submittals for the referenced project. Any other use or reuse by the Contractor or by others will be at their own sole risk and without liability or legal exposure to Owner. The Contractor agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against the Owner and its consultants, contractors, agents, employees, and representatives that may arise out of or in connection with the use of the electronic files transmitted.
3. Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless the Owner and its consultants, contractors, agents, employees, and representatives, against all damages, liabilities or costs, including reasonable attorney’s fees and defense costs, arising out of or resulting from the use of these electronic files.
4. These electronic files are not contract documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. The Owner makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by the Consultant and the electronic files, the signed and sealed hard-copy construction documents shall govern. The Contractor is responsible for determining if any conflict exists. By use of these electronic files, the Contractor is not relieved of their duty to fully comply with the contract documents.
5. Because information presented on the electronic files can be modified, unintentionally or otherwise, the Owner reserves the right to remove all indications of ownership and/or involvement from each electronic display.
6. Under no circumstances shall delivery of the electronic files be deemed a sale by the Owner and no warranties are made, either expressed or implied, of merchantability and fitness for any particular purpose. In no event shall the Owner be liable for any loss of profit, or any consequential damages as a result of use or reuse of these electronic files.

This will serve as a binding agreement between Owner and Contractor for all like requests related to the referenced project. Upon receipt of each written request, Owner agrees to transmit electronic files as agreed upon between parties. To indicate your agreement with these terms, please return a signed copy of this Change Order to the Owner.