AMENDMENT **#**

Project **#**

**Project Name**

University of Missouri-**Campus**

**Date**

The scope of work for the above referenced project is modified as follows:

1. The consultant agrees to provide the Building Information Modeling (“BIM”) files to the Owner for the purposes of the Project and, therefore, the Parties have agreed to the following terms and conditions:
   1. BIM is being utilized by the Architect and its consultants solely as a design tool to assist the design team in the production of physical, two-dimensional Construction Documents for the Project. It is not being created to be used for cost estimating, calculating quantities, or for the management of building systems. The Parties acknowledge that BIM files, like any electronic data, transferred in any manner or translated from the system and format used by Architect to another system or format are subject to errors and modifications that may affect the accuracy and reliability of the data, and that the data may be altered, whether inadvertently or otherwise. Architect makes no representations or warranties, whether expressed or implied, as to the accuracy of the information transferred and, as such, only the Architect’s stamped Construction Documents shall be utilized and relied upon for construction purposes.
   2. The Architect has no obligation to distribute BIM files to any third party other than the Owner. The Owner may distribute the BIM files contingent upon a third party agreeing in writing with the Owner to the terms and conditions set forth in this Agreement. Specifically, language shall be included which provides for the indemnification of the Owner, Architect and its consultants for any use of its electronic data, including the BIM files.
   3. The BIM files provided by Architect under the terms of Article 6 of this Agreement are the proprietary information and property of Owner, who shall maintain all copyright and intellectual property rights in the BIM files.
   4. As consideration to Architect for the transfer of the BIM files, Owner agrees that Architect shall not be liable for and hereby waives any and all claims against Architect, and agrees to the extent permitted by Missouri law and without waiving sovereign immunity, to indemnify and hold Architect harmless from all liabilities, losses, damages or expenses (including reasonable attorneys’ fees) arising out of, or connection with: (1) the Owner’s transfer of BIM files to any third party by any means; (2) the use, reuse, modification or misuse of the BIM files by Owner; (3) the limited life expectancy and decline of accuracy or readability of the BIM files due to storage; or (4) any use of the BIM files by any third parties receiving the electronic data from the Owner.

The current agreement amount (original agreement plus previous amendments) is **$**. There is no additional compensation for this scope of work.

**ACCEPTANCE:**

For **Firm:** For the Curators of the University of Missouri:

Representative’s Signature **Name & Title**

Signature Date Signature Date