

Building Information Modeling and Digital Data Exhibit

This Exhibit dated the 09 day of August in the year 2018 is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:
(Name and location or address of the Project)

Oregon City Police and Municipal Courts Building
1232 Linn Avenue, Oregon City, Oregon 97045

TABLE OF ARTICLES

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. This Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various stages of the Project, and the associated Authorized Uses of the Building Information Model.

§ 1.2 The Parties agree to incorporate this Exhibit into agreements with any other Consultants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, either Party may require any Consultant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project.

§ 1.2.1 The Parties agree that each of the Consultants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other Sub-Consultants, and any rights and defenses of the Parties associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

§ 1.2.2 Each consultant that utilizes BIM to produce work for this project will participate in an initial meeting to establish final BIM protocols for governing the model. AIA Document G202-2013, Project Building Information Modeling Protocol Form will serve as the

basis and once complete is considered incorporated as an exhibit to this agreement.

§ 1.3

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be incorporated into an agreement between the parties and used in conjunction with AIA Documents G201™–2013, Project Digital Data Protocol Form, and G202™–2013, Building Information Modeling Protocol Form. It is anticipated that other Project Participants will incorporate a project specific E203–2013 into their agreements, and that the Parties and other Project Participants will set forth the agreed-upon protocols in AIA Documents G201–2013 and G202–2013.

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(Paragraph Deleted)

Definitions

§ 1.3.1 Building Information Model. A Building Information Model is a partial digital representation of the Project, or portions of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form. The Building Information Model is a means to an end or tool used to assist in the fulfilling the requirements of Basic Services to produce the final Contract Documents. The Model or any element of the Model shall not be construed to be, interpreted, or used as a Contract Document in and of itself.

§ 1.3.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

§ 1.3.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

§ 1.3.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

§ 1.3.4.1 LOD Table The LOD Table establishes the level of development for general model elements. A typical FFA BIM LOD Table is attached herein for reference only.

§ 1.3.5 Authorized Uses. The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the Building Information Modeling protocol established pursuant to the terms of this Exhibit.

§ 1.3.6 Model Element Author. The Model Element Author is the entity responsible for managing and coordinating the development of a specific Model Element to the LOD.

§ 1.3.7 Digital Data. Digital Data is all information, including but not limited to communications, drawings, specifications and designs, created or stored for any phase of the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

§ 1.3.8 Confidential Digital Data. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.” All BIM Models, partial models, and associated data sets are considered to be confidential.

§ 1.3.9 Written or In Writing. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print a copy of the communication.

§ 1.3.10 Written Notice. A written notice is as defined in the General Conditions of the Contract for Construction.

§ 1.3.11 Party and Parties. The terms “Party” and “Parties” refer to the signing parties to the Agreement.

§ 1.3.12 Project Participant. A Project Participant is an individual, an entity, a Consultant, a Sub-Consultant, or other party providing services, work, equipment, or materials on the Project and includes the Parties.

ARTICLE 2 TRANSMISSION AND OWNERSHIP OF DIGITAL DATA

§ 2.1 The transmission of Digital Data constitutes a warranty by the Party transmitting Digital Data to the Party receiving Digital Data that the transmitting Party is the copyright owner of the Digital Data, or otherwise has permission to transmit the Digital Data for its use on the Project in accordance with the Authorized Uses of Digital Data established pursuant to the terms of this Exhibit.

§ 2.2 If a Party transmits Confidential Digital Data, the transmission of such Confidential Digital Data constitutes a warranty to the Party receiving such Confidential Digital Data that the transmitting Party is authorized to transmit

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the Confidential Digital Data. If a Party receives Confidential Digital Data, the receiving Party shall keep the Confidential Digital Data strictly confidential and shall not disclose it to any other person or entity except as set forth in Section 2.2.1.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its employees or consultants in order to perform services or work solely and exclusively for the Project, provided those employees or consultant are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital Data, the Model or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to this Project, consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

§ 2.4 Where a provision herein conflicts with a provision in the Agreement into which this Exhibit is incorporated, the Agreement shall prevail.

ARTICLE 3 DIGITAL DATA PROTOCOLS

§ 3.1 Anticipated Types of Digital Data. The anticipated types of Digital Data to be used on the Project are indicated in
*Paragraph
(Table Deleted)*

3.1.1.

§ 3.1.1 Digital

Data Digital Data

is electronic files, produced for or related to the
Project, of any format that

can be

transmitted by, but not limited to, Email, FTP, Collaborating Portal (Sharefile, Skysite, Plangrid, etc.), Compact Disc, Optical Disc, DVD, flash drive, or any other electronic means.

§ 3.4 Digital Data

Use

§ 3.4.1 Prior to Agreement

If a Party received or receives Digital Data specifically intended for the Project prior to the execution of this Agreement, the Party will act in good faith in the receipt, storage, and treatment of said data as if bound by this Agreement. The receiving Party is authorized to use and reasonably rely on the accuracy of the information in the development of the Project. Once a final agreement is fully executed by the Parties, all Digital Data specifically intended for the Project received prior to the date of the agreement shall be subject to the provisions of this agreement.

§ 3.4.2 Following Establishment of Digital Data Protocols

Following agreement to, and documentation of, the Digital Data protocols in this Exhibit, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be prohibited.

§ 3.5 Digital Data Management

§ 3.5.1 Centralized electronic document management system use on the Project shall be:

(Check the appropriate box. If the Parties do not check one of the boxes below, the default selection shall be that the

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AIA Document E203™ – 2013. Copyright © 2013 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 18:12:34 on 08/09/2018 under Order No. 0946461574 which expires on 12/23/2018, and is not for resale.

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Parties will not utilize a centralized electronic document management system on the Project.)

The Parties intend to use a centralized electronic document management system on the Project.

The Parties do not intend to use a centralized electronic document management system on the Project.

§ 3.5.2 If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Architect or its designated representative shall be responsible for managing and maintaining such system. The Architect or its designated representative shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized Digital

Data. The Architect or its designated representative shall provide restricted authorized access to the Centralized Electronic Document Management System and *instruction on its use.*

(Table Deleted)

ARTICLE 4 BUILDING INFORMATION MODELING PROTOCOLS

§ 4.1 A Building Information Model as defined in Paragraph 1.3.1 is considered Digital Data as defined in Paragraph 3.1.1. The Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

The Parties, and their direct Consultants that are utilizing BIM, shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

§ 4.2 Anticipated Building Information Modeling Scope. Indicated below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

(Table Deleted)

Indicated below are the general modeling responsibilities for each consultant.

Project Portion for Modeling	Responsible Project Participant
Architectural Elements	Architect
Structural Elements	Structural Engineer
Mechanical Elements	Mechanical Engineer
Electrical Elements	Electrical Engineer
Plumbing Elements	Plumbing Engineer
Civil Elements	Civil Engineer
Landscape Elements	Landscape Architect

As per paragraph 1.2.2, the Architect will establish a separate Exhibit, AIA Document G202-2013 Project Building Information Modeling Protocol Form, that is incorporated by reference into all Consultant Agreements that governs the model.

§ 4.3 Anticipated Model Authorized Uses. Indicated below are the anticipated Authorized Uses of the Model for the Project.

§ 4.3.1 Design Team The Design Team will use the model to develop specific Contract Documents that result in

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stamped drawings and specifications which in turn are utilized to produce the work.

§ 4.3.2 Contractor As per Article 7 in the Prime Agreement, the Owner's Contractor is granted a non-exclusive limited license to use the model for this project only, solely at their own risk.

§ 4.3.3 Owner The Owner may retain a copy of the final model of this project to be utilized solely for the purpose of facility management, operations, and/or maintenance. The model is not warranted or guaranteed in any way to be used or construed as record drawings.

§ 4.4 Ancillary Modeling Activities. Indicate additional Modeling activities agreed upon by the Parties, but not to be included in AIA Document G202–2013, if any.

(Paragraph Deleted)

None

Any use of the Building Information Model for any purpose other than as described herein shall be an Additional Service.

§ 4.5 Modeling Protocols. Modeling
(Paragraphs Deleted)

Protocols will be established as indicated in Paragraph 4.2

(Paragraphs Deleted)

§ 4.5.1 The Architect shall prepare and distribute Modeling protocols to the other Consultants for the development of their work as identified in paragraph 4.2.

(Paragraph Deleted)

§ 4.5.2 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 as indicated in paragraph 4.2 and each Consultant shall memorialize their agreement in writing to such Modeling protocols.

§ 4.5.3 The Parties, together with the other Consultants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.

(Paragraph Deleted)

§ 4.7 Unauthorized Use

§ 4.7.1 Prior to Establishment of Modeling Protocols

If a Party receives any Model prior to the agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, that Party is not authorized to use, transmit, or rely on the Model. Any use, transmission or reliance is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees.

§ 4.7.2 Following Establishment of Modeling Protocols

Following agreement to, and documentation of, the Modeling protocols in AIA Document G202–2013, if a Party uses or relies on the Model inconsistent with the Authorized Uses identified in the Modeling protocols, such use or reliance shall be at the sole risk of the Party using or relying on the Model. A Party may rely on the Model Element only to the extent consistent with the minimum data required for the identified LOD, even if the content of a specific Model Element includes data that exceeds the minimum data required for the identified LOD.

§ 4.8 Model Management

§ 4.8.1 The Architect shall manage the Model from the inception of the Project.

(Table Deleted)

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§ 4.8.2 Model Management Protocol Establishment. The Architect and other Consultants that are expected to utilize Building Information Modeling on the Project, shall follow the Model Management Protocols as per the Exhibit referenced in paragraph 4.2.

(Paragraphs Deleted)

§ 4.8.3 Ongoing Responsibilities. The Architect is responsible for managing the Model and shall do so consistent with the Model management protocols, per the Exhibit referenced in Paragraph 4.2.

(Paragraphs Deleted)

§ 4.8.4 Model Archives. The Architect or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project Phase, as identified in Basic Services, and shall preserve it without alteration as a record of Model completion as of that Project Phase.

§ 4.8.4.1 Additional Model Archive requirements, if any, are as follows:

N/A

§ 4.8.4.2 The procedures for storing and preserving the Model(s) upon final completion of the Project are as follows:

The model is not a part of the Contract Documents. The model will be stored as is consistent with the Architect's standard practices.

§ 4.9 Post-Construction Model. Per Paragraph 4.3, if required in writing, a final consolidated model will be provided to the Owner with the following parameters.

.1 The model provided will be the result of the design process and work product.

.2 The Owner acknowledges that the model provided is not an "as-built" or "record drawing" of the project.

.3 Use of any model components or information is at the sole risk of the Owner

.4 The Owner may use the model to facilitate operations, facilities management, asset management, and/or maintenance as per paragraph 4.3.3.

(Table Deleted)

.5 The Owner acknowledges that the model may contain proprietary information of the Architect or its consultants and therefore transmission of the model to any third party is prohibited without prior written consent of the Architect

ARTICLE 5 OTHER TERMS AND CONDITIONS

Other terms and conditions related to the transmission and use of Digital Data are as follows:

§ 5.1 Consultant Agreements The Parties agree to incorporate this document, AIA Document E203-2013 - Building Information Modeling and Digital Data Exhibit, and AIA Document G202-2013 - Project Building Information Modeling Protocol Form, into their respective Consultant Agreements.

§ 5.2 Project Participants The Architect will incorporate this Exhibit into the specification manual and require any third-party project participant to execute a release form prior to receiving Digital Data.



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Additions and Deletions Report for AIA® Document E203™ – 2013

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 18:12:34 on 08/09/2018.

PAGE 1

This Exhibit dated the 09 day of August in the year 2018 is incorporated into the agreement (the “Agreement”) between the Parties for the following Project:

...

Oregon City Police and Municipal Courts Building
1232 Linn Avenue, Oregon City, Oregon 97045

...

§ 1.1 This Exhibit provides for the establishment of protocols for the development, use, transmission, and exchange of Digital Data for the Project. If ~~Building Information Modeling~~ will be utilized, this ~~This~~ Exhibit also provides for the establishment of the protocols necessary to implement the use of Building Information Modeling on the Project, including protocols that establish the expected Level of Development for Model Elements at various ~~milestones~~ stages of the Project, and the associated Authorized Uses of the Building Information Models. Model.

...

§ 1.2 The Parties agree to incorporate this Exhibit into ~~their~~ agreements with any other ~~Project Participants~~ Consultants that may develop or make use of Digital Data on the Project. Prior to transmitting or allowing access to Digital Data, a ~~either~~ Party may require any ~~Project Participant~~ Consultant to provide reasonable evidence that it has incorporated this Exhibit into its agreement for the Project, and agreed to the most recent Project specific versions of AIA Document G201™ – 2013, Project Digital Data Protocol Form and AIA Document G202™ – 2013, Project Building Information Modeling Protocol Form. Project.

...

§ 1.2.1 The Parties agree that each of the ~~Project Participants~~ Consultants utilizing Digital Data on the Project is an intended third party beneficiary of the Section 1.2 obligation to incorporate this Exhibit into agreements with other ~~Project Participants~~, Sub-Consultants, and any rights and defenses of the Parties associated with the enforcement of that obligation. This Exhibit does not create any third-party beneficiary rights other than those expressly identified in this Section 1.2.1.

...

§1.3 Adjustments to the Agreement

...

§ 1.3.1 If a Party believes ~~that~~ protocols established pursuant to Sections 3.2 or 4.5, and memorialized in AIA Documents G201–2013 and G202–2013, ~~will result in a change in the Party’s scope of work or services warranting an adjustment in compensation, contract sum, schedule or contract time, the Party shall notify the other Party. Failure to provide notice as required in this Section 1.3 shall result in a Party’s waiver of any claims for adjustments in compensation, contract sum, schedule or contract time as a result of the established protocols.~~ **1.2.2 Each consultant that utilizes BIM to produce work for this project will participate in an initial meeting to establish final BIM protocols for governing the model. AIA Document G202-2013, Project Building Information Modeling Protocol Form will serve as the**

...

§ 1.3.2 Upon such notice, the Parties shall discuss ~~and negotiate revisions to the protocols or discuss and negotiate any adjustments in compensation, contract sum, schedule or contract time in accordance with the terms of the Agreement.~~ **basis and once complete is considered incorporated as an exhibit to this agreement.**

...

§ 1.3.3 Notice required under this Section 1.3 shall be provided within thirty days of receipt of the protocols, unless otherwise indicated below:

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(If the Parties require a notice period other than thirty days from receipt of the protocols, indicate the notice period below.)

...

§ 1.4 Definitions

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§ 1.4.4-1.3.1 Building Information Model. A Building Information Model is a partial digital representation of the Project, or a ~~portion~~ portions of the Project, and is referred to in this Exhibit as the “Model,” which term may be used herein to describe a Model Element, a single model or multiple models used in the aggregate, as well as other data sets identified in AIA Document G202–2013, Project Building Information Modeling Protocol Form. The Building Information Model is a means to an end or tool used to assist in the fulfilling the requirements of Basic Services to produce the final Contract Documents. The Model or any element of the Model shall not be construed to be, interpreted, or used as a Contract Document in and of itself.

...

§ 1.4.4-1.3.2 Building Information Modeling. Building Information Modeling or Modeling means the process used to create the Model.

...

§ 1.4.4-1.3.3 Model Element. A Model Element is a portion of the Model representing a component, system or assembly within a building or building site.

...

§ 1.4.4-1.3.4 Level of Development. The Level of Development (LOD) describes the minimum dimensional, spatial, quantitative, qualitative, and other data included in a Model Element to support the Authorized Uses associated with such LOD.

...

§ 1.4.5-1.3.4.1 LOD Table The LOD Table establishes the level of development for general model elements. A typical FFA BIM LOD Table is attached herein for reference only.

...

~~Authorized Uses.~~ The **§ 1.3.5 Authorized Uses**. The term “Authorized Uses” refers to the permitted uses of Digital Data authorized in the ~~Digital Data and/or Building Information Modeling protocols~~ **Building Information Modeling protocol** established pursuant to the terms of this Exhibit.

...

§ 1.4.6-1.3.6 Model Element Author. The Model Element Author is the entity (or individual) responsible for managing and coordinating the development of a specific Model Element to the LOD required for an identified Project milestone, regardless of who is responsible for providing the content in the Model Element. Model Element Authors are to be identified in Section 3.3, Model Element Table, of AIA Document G202-2013-**LOD**.

...

~~§ 1.4.7 Digital Data.~~ Digital Data is information, including **1.3.7 Digital Data**. Digital Data is all information, including but not limited to communications, drawings, specifications and designs, created or stored for any phase of the Project in digital form. Unless otherwise stated, the term Digital Data includes the Model.

...

~~§ 1.4.8~~ **1.3.8 Confidential Digital Data**. Confidential Digital Data is Digital Data containing confidential or business proprietary information that the transmitting party designates and clearly marks as “confidential.” ~~-All BIM Models, partial models, and associated data sets are considered to be confidential.~~

...

~~§ 1.4.9~~ **1.3.9 Written or In Writing**. In addition to any definition in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written” or “in writing” shall mean any communication prepared and sent using a transmission method set forth in this Exhibit, or the protocols developed pursuant to this Exhibit, that permits the recipient to print a copy of the communication.

...

~~§ 1.4.10~~ **Written Notice**. In addition to any terms in the Agreement to which this Exhibit is attached, for purposes of this Exhibit and the Agreement, “written notice” shall be deemed to have been duly served if transmitted electronically to an address provided in this Exhibit or the Agreement using a transmission method set forth in this Exhibit that permits the recipient to print the communication. **1.3.10 Written Notice**. A written notice is as defined in the General Conditions of the Contract for Construction.

...

~~§ 1.4.11~~ **1.3.11 Party and Parties**. The terms “Party” and “Parties” refer to the signing parties to the Agreement.

...

§ 1.4.12-1.3.12 Project Participant. A Project Participant is an entity (or individual) providing services, work, equipment individual, an entity, a Consultant, a Sub-Consultant, or other party providing services, work, equipment, or materials on the Project and includes the Parties.

§ 2.2.1 The receiving Party may disclose Confidential Digital Data as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. The receiving Party may also disclose the Confidential Digital Data to its ~~employees, consultants or contractors~~ employees or consultants in order to perform services or work solely and exclusively for the Project, provided those ~~employees, consultants and contractors~~ employees or consultant are subject to the restrictions on the disclosure and use of Confidential Digital Data as set forth in this Exhibit.

...

§ 2.3 By transmitting Digital Data, the transmitting Party does not convey any ownership right in the Digital ~~Data~~ Data, the Model or in the software used to generate the Digital Data. Unless otherwise granted in a separate license, the receiving Party's right to use, modify, or further transmit Digital Data is specifically limited to ~~designing, constructing, using, maintaining, altering and adding to the Project~~ this Project, consistent with the terms of this Exhibit, and nothing contained in this Exhibit conveys any other right to use the Digital Data.

...

§ 2.4 Where a provision ~~in this Article 2 herein~~ conflicts with a provision in the Agreement into which this Exhibit is incorporated, the ~~provision in this Article 2 shall prevail.~~ Agreement shall prevail.

...

§ 3.1 **Anticipated Types of Digital Data.** The anticipated types of Digital Data to be used on the Project areas ~~follows:~~

...

(Indicate below the information on the Project that shall be created and shared in a digital format. If the Parties indicate that Building Information Modeling will be utilized on the Project, the Parties shall also complete Article 4.) indicated in

...

Paragraph

...

Anticipated Digital Data	Applicability to the Project <i>(Indicate Applicable or Not Applicable)</i>	Location of Detailed Description <i>(Section 3.1.1 below or in an attachment to this exhibit and identified below)</i>
Project Agreements and Modifications		
Project communications		
Architect's pre-construction submittals		
Contract Documents		
Contractor's submittals		
Subcontractor's submittals		
Modifications		
Project payment documents		
Notices and claims		
Building Information Modeling		

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...

3.1.1.

...

§ 3.1.1 Insert a detailed description of the anticipated **Digital Data** identified in Section 3.1, if not further described in an attachment to this Exhibit.

...

§ 3.2 As soon as practical following execution of the Agreement, the Parties shall further describe the uses of Digital Data, and establish necessary protocols governing the transmission and Authorized Uses of Digital Data, in consultation with the other Project Participants that are expected to utilize Digital Data on the Project. **Data Digital Data**

...

§ 3.2.1 Unless another Project Participant is identified below, the Architect shall prepare and distribute to the other Project Participants Digital Data protocols for review, revision and approval. is electronic files, produced for or related to the

...

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Digital Data protocols, identify that Project Participant.) Project, of any format that

...

§ 3.2.2 The agreed upon Digital Data protocols shall be set forth in AIA Document G201–2013 and each Project Participant shall memorialize their agreement in writing to such Digital Data protocols. can be

...

§ 3.2.3 The Parties, together with the other Project Participants, shall review and, if necessary, revise the Digital Data protocols at appropriate intervals as required by the conditions of the Project. transmitted by, but not limited to, Email, FTP, Collaborating Portal (Sharefile, Skysite, Plangrid, etc.), Compact Disc, Optical Disc, DVD, flash drive, or any other electronic means.

...

§ 3.3 The Parties shall transmit, use, store and archive **Digital Data** in accordance with the Digital Data protocols set forth in the latest version of AIA Document G201–2013 agreed to by the Project Participants. **3.4 Digital Data**

...

§ 3.4 Unauthorized Use

...

§ 3.4.1 Prior to Establishment of Digital Data Protocols Agreement

...

If a Party receives Digital Data prior to the agreement to, and documentation of, the Digital Data protocols in AIA Document G201-2013, that Party is not authorized to use or rely on the Digital Data. Any use of, or reliance on, such Digital Data is at that Party's sole risk and without liability to the other Party and its contractors, consultants, agents and employees. received or receives Digital Data specifically intended for the Project prior to the execution of this Agreement, the Party will act in good faith in the receipt, storage, and treatment of said data as if bound by this Agreement. The receiving Party is authorized to use and reasonably rely on the accuracy of the information in the development of the Project. Once a final agreement is fully executed by the Parties, all Digital Data specifically intended for the Project received prior to the date of the agreement shall be subject to the provisions of this agreement.

...

Following agreement to, and documentation of, the Digital Data protocols in AIA Document G201-2013, this Exhibit, if a Party uses Digital Data inconsistent with the Authorized Uses identified in the Digital Data protocols, that use shall be at the sole risk of the Party using the Digital Data, prohibited.

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The Parties intend to use a centralized electronic document management system on the Project.

...

The Parties do not intend to use a centralized electronic document management system on the Project.

...

§ 3.5.2 ~~If the Project Participants intend to utilize a centralized electronic document management system on the Project, the Project Participants identified in Section 3.5.3 Architect or its designated representative shall be responsible for managing and maintaining such system. The Project Participants responsible for managing and maintaining the centralized electronic document management system Architect or its designated representative shall facilitate the establishment of protocols for transmission, use, storage and archiving of the centralized DigitalData and assist the Project Participants identified in Section 3.2.1 above in preparing Digital Data protocols. Upon agreement to, and documentation of, the Digital Data protocols in AIA Document G201-2013, the Project Participants identified in Section 3.5.3 shall manage and maintain the centralized electronic document management system consistent with the management protocols set forth in the latest version of G201-2013 approved by the Project Participants.~~

...

§ 3.5.3 ~~Unless responsibility is assigned to another Project Participant, the Architect shall be responsible for managing and maintaining the centralized electronic document management system. If the responsibility for management and maintenance will be assigned to another Project Participant at an identified Project milestone, indicate below the Project Participant who shall assume that responsibility, and the Project milestone. Data. The Architect or its designated representative shall provide restricted authorized access to the Centralized Electronic Document Management System and~~

...

(Identify the Project Participant responsible for management and maintenance only if the Parties intend to utilize a centralized electronic document management system on the Project.) instruction on its use.

...

Responsible Project Participant

Project Milestone

...

§ 4.1 If the Parties indicate in Section 3.1 that Building Information Modeling will be used on the Project, specify below the extent to which the A Building Information Model as defined in Paragraph 1.3.1 is considered Digital Data as defined in Paragraph 3.1.1. The Parties intend to utilize Building Information Modeling and identify the provisions of this Article 4 governing such use:

...

[-] The Parties shall utilize Building Information Modeling on the Project for the sole purpose of fulfilling the obligations set forth in the Agreement without an expectation that the Model will be relied upon by the other Project Participants. Unless otherwise agreed in writing, any use of, transmission of, or reliance on the Model is at the receiving Party's sole risk. The remaining sections of this Article 4 shall have no force or effect.

...

[-] ~~The Parties X~~ The Parties, and their direct Consultants that are utilizing BIM, shall develop, share, use and rely upon the Model in accordance with Sections 4.2 through 4.10 of this Exhibit.

...

§ 4.2 Anticipated Building Information Modeling Scope. ~~Indicate~~ Indicated below the portions of the Project for which Modeling will be used and the anticipated Project Participant responsible for that Modeling.

...

Project Portion for Modeling

Responsible Project Participant

...

Indicated below are the general modeling responsibilities for each consultant.

...

<u>Project Portion for Modeling</u>	<u>Responsible Project Participant</u>
<u>Architectural Elements</u>	<u>Architect</u>
<u>Structural Elements</u>	<u>Structural Engineer</u>
<u>Mechanical Elements</u>	<u>Mechanical Engineer</u>
<u>Electrical Elements</u>	<u>Electrical Engineer</u>
<u>Plumbing Elements</u>	<u>Plumbing Engineer</u>
<u>Civil Elements</u>	<u>Civil Engineer</u>
<u>Landscape Elements</u>	<u>Landscape Architect</u>

...

As per paragraph 1.2.2, the Architect will establish a separate Exhibit, AIA Document G202-2013 Project Building Information Modeling Protocol Form, that is incorporated by reference into all Consultant Agreements that governs the model.

...

~~§ 4.3 Anticipated Model Authorized Uses. Indicate below~~ Indicated below are the anticipated Authorized Uses of the Model for the Project, which Authorized Uses Project.

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~~will be agreed upon by the Project Participants and further described for each LOD in AIA Document G202-2013.~~ **§ 4.3.1 Design Team** The Design Team will use the model to develop specific Contract Documents that result in stamped drawings and specifications which in turn are utilized to produce the work.

...

§ 4.3.2 Contractor As per Article 7 in the Prime Agreement, the Owner’s Contractor is granted a non-exclusive limited license to use the model for this project only, solely at their own risk.

...

§ 4.3.3 Owner The Owner may retain a copy of the final model of this project to be utilized solely for the purpose of facility management, operations, and/or maintenance. The model is not warranted or guaranteed in any way to be used or construed as record drawings.

...

(Describe any Modeling activities, such as renderings, animations, performance simulations, or other similar use, including the anticipated amount and scope of any such Modeling activities.)

...

None

...

§ 4.5 Modeling Protocols. As soon as practical following execution of the Agreement, the Parties shall, in consultation with the other Project Participants that are expected to utilize Building Information Modeling on the Project, further describe the Authorized Uses of the Model and establish necessary protocols governing the development of the Model utilizing AIA Document G202-2013. Any use of the Building Information Model for any purpose other than as described herein shall be an Additional Service.

...

~~§ 4.5.1 The Modeling protocols shall address the following:~~ **4.5 Modeling Protocols. Modeling**

...

~~.1 Identification of the Model Element Authors;~~

...

~~.2 Definition of the various LOD for the Model Elements and the associated Authorized Uses for each defined LOD;~~

...

~~.3 Identification of the required LOD of each Model Element at each identified Project milestone;~~

...

~~4 Identification of the construction classification systems to be used on the Project; Protocols will be~~

...

~~.5 The process by which Project Participants will exchange and share the Model at intervals not reflected in Section 3.3, Model Element Table, of AIA Document G202–2013; established as indicated in Paragraph 4.2~~

...

~~.6 The process by which the Project Participants will identify, coordinate and resolve changes to the Model;~~

...

~~.7 Details regarding any anticipated as-designed or as-constructed Authorized Uses for the Model, if required on the Project;~~

...

~~.8 Anticipated Authorized Uses for facilities management or otherwise, following completion of the Project; and~~

...

~~.9 Other topics to be addressed by the Modeling protocols: *(Identify additional topics to be addressed by the Modeling Protocols.)*~~

...

~~§ 4.5.2 Unless responsibility is assigned to another Project Participant identified below, the 4.5.1 The Architect shall prepare and distribute Modeling protocols to the other Project Participants for review, revision and approval. Consultants for the development of their work as identified in paragraph 4.2.~~

...

(If a Project Participant other than the Architect shall be responsible for preparing draft and final Modeling protocols, identify that Project Participant.)

...

~~§ 4.5.3 4.5.2 The agreed upon Modeling protocols shall be set forth in AIA Document G202–2013 and each Project Participant as indicated in paragraph 4.2 and each Consultant shall memorialize their agreement in writing to such Modeling protocols.~~

...

~~§ 4.5.4 4.5.3 The Parties, together with the other Project Participants, Consultants, shall review, and if necessary, revise the Modeling protocols at appropriate intervals as required by the conditions of the Project.~~

...

~~§ 4.6 The Parties shall develop, use and rely on the Model in accordance with the Modeling protocols set forth in the latest version of AIA Document G202–2013, which document shall be included in or attached to the Model in a manner clearly accessible to the Project Participants.~~

...

~~§ 4.8.1 The requirements for managing the Model include the duties set forth in this Section 4.8. Unless assigned to another Project Participant, the Architect shall manage the Model from the inception of the Project. If the responsibility for Model management will be assigned to another Project Participant, or change at an identified Project milestone, indicate below the identity of the Project Participant who will assume that responsibility, and the Project milestone.~~

...

Responsible Project Participant	Project Milestone
--	--------------------------

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~~§ 4.8.2 Model Management Protocol Establishment. The Project Participant responsible for managing the Model, in consultation with the other Project Participants, Architect and other Consultants that are expected to utilize Building Information Modeling on the Project, shall facilitate the establishment and revision of Model management protocols, including the following: follow the Model Management Protocols as per the Exhibit referenced in paragraph 4.2.~~

...

~~.1 Model origin point, coordinate system, precision, file formats and units~~

...

~~.2 Model file storage location(s)~~

...

~~.3 Processes for transferring and accessing Model files~~

...

~~.4 Naming conventions~~

...

~~.5 Processes for aggregating Model files from varying software platforms~~

...

~~.6 Model access rights~~

...

~~.7 Identification of design coordination and clash detection procedures.~~

...

~~.8 Model security requirements~~

...

~~.9 Other: (Identify additional Model management protocols to be addressed.)~~

...

§ 4.8.3 Ongoing Responsibilities. ~~The Project Participant Responsibilities.~~ The Architect is responsible for managing the Model and shall do so consistent with the Model management protocols, ~~which shall also include the following ongoing responsibilities: per the Exhibit referenced in Paragraph 4.2.~~

...

~~.1 Collect incoming Models:~~

...

~~.1 Coordinate submission and exchange of Models~~

...

~~.2 Create and maintain a log of Models received~~

...

~~.3 Review Model files for consistency with Sections 4.8.2.1 through 4.8.2.5~~

...

~~.4 Maintain a record copy of each Model file received~~

...

~~.2 Aggregate Model files and make them available for Authorized Uses~~

...

~~.3 Maintain Model Archives and backups consistent with the requirements of Section 4.8.4 below~~

...

~~.4 Manage Model access rights~~

...

~~.5 Other: (Identify additional responsibilities.)~~

...

§ 4.8.4 Model Archives. The ~~individual Architect~~ or entity responsible for Model management as set forth in this Section 4.8 shall compile a Model Archive at the end of each Project ~~milestone Phase~~, as identified in Basic Services, and shall preserve it without alteration as a record of Model completion as of that Project ~~milestone Phase~~.

...

N/A

...

The model is not a part of the Contract Documents. The model will be stored as is consistent with the Architect's standard practices.

...

§ 4.9 Post-Construction Model. The services associated with providing a Model for post-construction use shall only be required if specifically designated in the table below as a Party's responsibility. Per Paragraph 4.3, if required in writing, a final consolidated model will be provided to the Owner with the following parameters.

...

(Designate below any anticipated post-construction Model and related requirements, the Project Participant responsible for creating or adapting the Model to achieve such uses, and **1** *The model provided will be the result of the design process and work product.*

...

the location of a detailed description **2** *The Owner acknowledges that the model provided is not an "as-built" or "record drawing" of the project.*

...

of the anticipated scope of services **3** *Use of any model components or information is at the sole risk of the Owner*

...

to create or adapt the Model as necessary to achieve such uses.) **4** *The Owner may use the model to facilitate operations, facilities management, asset management, and/or maintenance as per paragraph 4.3.3.*

...

Post-Construction Model	Applicability to Project <i>(Applicable or Not Applicable)</i>	Responsible Project Participant	Location of Detailed Description of Requirements and Services <i>(Section 4.10 below or in an attachment to this exhibit and identified below)</i>
§ 4.9.1 Remodeling			
§ 4.9.2 Wayfinding and Mapping			
§ 4.9.3 Asset/FF & E Management			
§ 4.9.4 Energy Management			
§ 4.9.5 Space Management			
§ 4.9.6 Maintenance Management			

...

~~§ 4.10~~ Insert a detailed description of the requirements for each Post-Construction Model identified in Section 4.9 and the anticipated services necessary to create each Post-Construction Model, if not further described in an attachment to this Exhibit.5 The Owner acknowledges that the model may contain proprietary information of the Architect or its consultants and therefore transmission of the model to

...

any third party is prohibited without prior written consent of the Architect

...

§ 5.1 Consultant Agreements The Parties agree to incorporate this document, AIA Document E203-2013 - Building Information Modeling and Digital Data Exhibit, and AIA Document G202-2013 - Project Building Information Modeling Protocol Form, into their respective Consultant Agreements.

...

§ 5.2 Project Participants The Architect will incorporate this Exhibit into the specification manual and require any third-party project participant to execute a release form prior to receiving Digital Data.

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ATTACHMENT SAMPLE FFA BIM LOD TABLE

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Troy A. Ainsworth, AIA, NCARB, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 18:12:34 on 08/09/2018 under Order No. 0946461574 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document E203™ - 2013, Building Information Modeling and Digital Data Exhibit, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)