

Second Edition of BIM Protocol published

In this blog post we look at the changes made to the Protocol in the Second Edition and use of the Protocol in general.

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The Construction Industry Council (CIC) has just published the Second Edition of its BIM Protocol, updating the First Edition from 2013 to reflect the progress made with BIM practices and standards.

BIM or Building Information Modelling is a process for creating and managing all the information on a project, before, during and after construction by using a digital model which draws on information assembled collaboratively and updated at key stages of a project.

The CIC BIM Protocol is intended to be incorporated into contracts between employers and project team members establishing obligations, liabilities and limitations on the use of building information models and is the UK's only standard contractual BIM protocol.

The government officially mandated BIM level 2 for all centrally procured government projects from 04 April 2016 and the first CIC BIM Protocol was designed to be suitable for use on level 2 BIM projects. Level 2 is a managed 3D environment with data attached, but created in separate discipline models.

The changes to the Protocol include the following:

- It is a more flexible document, which can be used alongside a range of different contractual arrangements.
- The Protocol is now closely aligned with PAS 1192-2 and therefore applies to information, not just models. The processes in PAS 1192-2 and a number of other standards are typically followed on a BIM project to clarify the basis on which information is produced and exchanged. These standards often assume that certain tasks will be carried out by the procurer of a project. The Protocol now includes additional provisions in relation to security which reflects PAS 1192-5.
- A Responsibility Matrix (rather than a Model Production and Delivery Table) is now included as PAS 1192-2 provides for a Responsibility Matrix to be produced setting out responsibility for model or information production in line with defined project stages.

- Appendix 2 now refers to the Employer's Information Requirements for the Project and the BIM Execution Plan, both of which are to be produced under PAS 1192 and all references to the Information Particulars in the Protocol include these two key documents.
- A new process has been included for co-ordinating information and resolving inconsistencies and coordination meetings are to be attended as stated in the Information Particulars.
- Within the terms of the Protocol, it will now only take precedence over the contractual terms into which it is incorporated if there is a conflict in respect of clause 3, 4 and Appendix 1 or 2 of the Protocol. This achieves the intention of creating a minimum set of consistent obligations across the project team, without overriding the agreed contractual position any more than necessary. For these terms to apply though, the contract should state that the Protocol takes precedence.

Care must be taken in general with the use of the Protocol as, for it to have contractual effect, it must be properly incorporated into the relevant contract and amendments may be required to the scope of services/works of the project team to reflect the fact that BIM is being used. Any conflict between the terms of a contract and the Protocol and the order of priority should also be considered carefully. The JCT and NEC standard forms of contract will need to be amended to accommodate use of the BIM Protocol.

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