



# **ConsensusDOCS Guidebook**

July 31, 2010 Edition



Copyright © 2010

by

ConsensusDOCS LLC

All rights reserved. No part of this publication may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system, without permission in writing from the publisher. Requests for permission to make copies of any part of this publication should be mailed to:

Permissions

ConsensusDOCS

2300 Wilson Blvd., Suite 400

Arlington, VA 22201



**All of the organizations that participated in creating ConsensusDOCS would like to thank the following contributors to this initial guidebook:**

**AGC**

Phil Beck, Smith, Currie & Hancock LLC  
George Burkoski, Holland & Knight LLP  
Carrie Ciliberto, AGC of America  
Nicole DeMatteis, Hurtado, S.C.  
J. William Ernstrom, The Walsh Group  
Jim Frey, J.S. Alberici Construction Co., Inc.  
Dirk Haire, Smith, Currie & Hancock LLC  
Kim Hurtado, Hurtado, S.C.  
Tom Kelleher, Smith, Currie & Hancock LLC  
Stan Martin, Holland & Knight LLP  
Kevin Peartree, Ernstrom & Dreeste, LLP  
Brian Perlberg, AGC of America  
Bob Pratt, Demand Construction Services, Inc.  
Jessica Salmoiraghi, AGC of America  
Stan Sklar, Bell, Boyd & Lloyd LLP  
Eric L. Wilson, Phelps Development, LLC

**ASA**

Performed by Staff

**COAA**

Ted Argyle, Ada County  
Boyd Black, University of Illinois at Chicago  
Jerry Bodenhamer, Cumming Corporation  
Vincent "Chip" Boylan, Hilb Rogal & Hobbs of Metropolitan Washington  
Sara Beiro Farabow, Seyfarth Shaw, LLP  
Jack Miller, Retired  
John Sier, Kitch Drutchas Wagner Valitutti and Sherbrook, PC  
Joe Sprys, General Motors  
Jim Teahan, PMA Consultants, LLC  
Alan Watson, PM Vision, Jr.



## **Introduction to the ConsensusDOCS Guidebook**

ConsensusDOCS is the product of leading construction associations, dedicated to identifying and utilizing best practices in the construction industry for standard construction contracts. The 21 participating associations represent Designers, Owners, Contractors, Subcontractors, and Sureties that literally spell the DOCS in ConsensusDOCS. If you are looking for documents that are pro-Owner or pro-Contractor, you should not use these documents. ConsensusDOCS contracts and forms attempt to fairly and appropriately allocate risks to the Party in the position to manage and control the risk. The practices articulated in the documents are forward-thinking, and may not always represent the status quo, but rather a better path forward. The goal of the multidisciplinary drafters was to create documents that best place the Parties to a construction contract in a position to complete a project on time and on budget with the highest possibility of avoiding claims.

By starting with better standard documents that possess unprecedented buy-in, you reduce your transaction time and costs in reaching a final Agreement. Many “fill-in-the-blanks” are intended to lead to productive discussions about how particular risks should be allocated on specific projects before a contract is finalized. Also, the ConsensusDOCS catalog includes complete “families” of documents for each project delivery method that provide a coordinated set of Agreements and complimentary administrative forms. There also are short form Agreements that address the Owner-Contractor (205), the Owner-Design Professional (245), and the Contractor-Subcontractor contractual relationships in a more abbreviated manner than do the standard Agreements (ConsensusDOCS 200, 240, and 750 respectively).

In this Guidebook you will find comments by individual associations regarding particular contract documents. These comments are organized by numeric sequence of the ConsensusDOCS contract documents. The overview sections highlight issues and innovative features of the documents generally. Association comments are expressions by an association to its association membership. These comments highlight provisions or alert their membership to consider possible project-specific modifications to a consensus standard Agreement or form. ConsensusDOCS contracts covered in this release of this Guidebook (others will be added later) include the 200; 200.1; 200.2; 240; 300; 301; 410; 500; 750 and 752.



## **Comments and Recommendations regarding ConsensusDOCS 301\***

### **Building Information Modeling (BIM) Addendum**

#### **Overview:**

The Building Information Modeling (BIM) addendum is intended for use on Projects on which the Project Owner and other major Project Participants have made a commitment very early in the Project planning process to utilize BIM or virtual design and construction.

The 301 BIM Addendum should be used where the Owner, lead design professional, lead construction professional, and major subcontractors and suppliers are willing to commit to model the Project design and construction media using three-dimensional design or modeling software with demonstrated interoperability, so as to eliminate the need for conversion of two-dimensional design and construction documents into three-dimensional virtual models.

The 301 BIM Addendum should be used when the Parties are prepared to involve all essential participants, including key subcontractors, subconsultants, and suppliers, early in the design, procurement, and construction planning process.

The 301 BIM Addendum is envisioned to be used with traditional project delivery methods, especially where construction is to be priced by means of a negotiated guaranteed maximum price (GMP) with significant preconstruction services. For the 301 BIM Addendum to be of value, it is not necessary for the Parties to agree to mutually shared cost-saving bonus arrangements for all Participants (as anticipated in, for instance, the ConsensusDOCS 300 Standard Form of Tri-Party Agreement for Collaborative Project Delivery involving three-Party collaboration).

The 301 BIM Addendum can be used whether or not any Design Model is considered a Contract Document.

The 301 BIM Addendum can be used when the Owner has determined that a three-dimensional, digital building model is to be used as the primary means of communicating specified geometric,

---

\* This publication is designed to provide information in regard to the subject matter covered. It is published with the understanding that the publisher, endorser of ConsensusDOCS and contributors to this Guidebook are not engaged in rendering legal, accounting, or other professional services. If legal advice or other professional advice is required, the services of a competent professional person should be sought.

—From the Declaration of Principles jointly adopted by a Committee of the American Bar Association and a Committee of Publishers and Associations



quantity, and other metric and representational data required for the design, procurement, and construction processes of a construction project.

The 301 BIM Addendum can be used when Models and Drawings co-exist on a project (for example, details such as waterproofing a parapet wall may more conveniently be drawn, not modeled, in some circumstances).

The 301 BIM Addendum is intended to incorporate a consensus of what many observers believe to be the current best practices in the use of BIM techniques and technology. Currently, many, if not all, BIM technologies and methodologies rely on a Federated Model. The 301 BIM Addendum assumes that the Project Model and some other models, such as the Full Design Model, will be Federated Models.

Definition of Affiliated Contract (Section 2.1): When any given copy of the Addendum (as prepared for a given Project) is appended to and incorporated into a specific contract, the contract to which it is appended is the Governing Contract with respect to that copy of the Addendum. Each contract on a Project to which it is appended is a Governing Contract with respect to that copy of the Addendum and an Affiliated Contract with respect to the other copies of the Addendum that are appended to other contracts on the Project.

Definition of Contract Documents (Section 2.3): This Section clarifies that to the extent that any Design Models are included as part of the Contract Documents, Project Participants may rely on the accuracy of the information in those Design Models. This reliance, however, does not extend to the dimensional accuracy of such Models which is controlled by agreement of the parties in the BIM Execution Plan pursuant to Section 4.3.11.

Definition of Governing Contract (Section 2.10): When any given copy of the Addendum (as prepared for a given Project) is appended to and incorporated into a specific contract, the contract to which it is appended is the Governing Contract with respect to that copy of the Addendum. Each contract on a Project to which it is appended is a Governing Contract with respect to that copy of the Addendum and an Affiliated Contract with respect to the other copies of the Addendum that are appended to other contracts on the Project.

Information Management (Section 3.1): The Owner has the option of appointing as the IM one person for the duration of the Project, or changing that appointment as the Project progresses. The Owner also has the option of appointing as the IM someone who is already fulfilling a function on the Project, such as the Architect/Engineer or Contractor. There is no requirement under the BIM Addendum that the Owner hire a third party or a separate consultant for this function.



Record User Role (Section 3.2.5 b): This information may be stored with the user registration information, but a user may have different roles, and the role a user is playing when a data entry is made may be important.

Record Contact Information (Section 3.2.5 c): This information is typically stored with the registration information, but may be added here as an aid in operations.

Meeting and Conferring on BIM Execution Plan (Section 4.1): The BIM Addendum assumes that the Owner, Architect/Engineer, and Contractor may not be able to meet, confer and agree on issues relating to the BIM Execution Plan until after the Owner-Architect/Engineer and the Owner-Contractor agreements are negotiated. Ideally, if possible, the details of the BIM Execution Plan should be resolved prior to execution of the agreements, so that the compensation for such agreements can accurately reflect the scope of services to be provided. As additional Project Participants join the Project, it is necessary to convene another meeting to consider whether the addition of other Project Participants requires any modification of the BIM Execution Plan. Such a meeting could easily occur as part a regular project meeting.

Here is What the BIM Execution Plan Addresses (Section 4.3): In addition to the elements provided in the BIM Addendum, additional elements may be added to the BIM Execution Plan for project specific needs.

Object Property Data (Section 4.3.5 b): An example would be wall fire-rating.

Object Constitution Data (Section 4.3.5 c): For example, how are assemblies broken down.

Definition of what Model shall constitute part of the record documents (Section 4.3.8): For example, as-builts.

Project Owner's Entitlement to use Full Design Model after completion of the Project (Section 6.4): If modifying the 301 BIM Addendum for a Design-Build project, users should change "Architect/Engineer" to "Design-Builder."

Non-exclusive License (Section 6.5): A Project Participant's Model may contain Contributions from multiple Project Participants. Should a Project Participant wish to use the Contribution of another Project Participant for marketing and/or educational purposes, such use should be clarified in the Project Participant's Governing Contract. In the absence of any such provision in the Governing Contract, the license is limited to the keeping of an archival copy.