JCT releases practice note on BIM

The JCT have published a practice note on BIM. The note is a useful introduction to the topic for those unfamiliar with the concept of BIM and is a good reference tool for those adopting BIM. However, it does not include suggested amendments to reflect BIM in JCT contracts, which is of course vital to correctly reflect the use of BIM contractually. We would hope that these will follow in due course.

With the UK Government’s April 2016 deadline fast approaching and the use of BIM steadily gaining momentum across the industry, the Joint Contracts Tribunal (the “JCT”) have released a practice note entitled “Building Information Modelling (BIM), Collaborative and Integrated Team Working” (the “JCT BIM Practice Note”) (this is freely downloadable from the JCT Website). This note is the first publication the JCT have released regarding BIM since its 2011 Public Sector Supplement which included suggested amendments facilitating the use of BIM on public sector projects.

The JCT describes BIM as “a technology-enabled process that utilises interoperable software and methodologies. It is a way of creating digital information about an asset. In essence, it is a digital model of a building that is data enriched; it defines spaces, systems, products and materials (together with their properties).”

The JCT BIM Practice Note is intended to be a guide to assist practitioners gain a greater understanding of BIM and provides information on the integration of BIM and collaborative working within the contract process.

The JCT BIM Practice Note includes an overview of BIM, which highlights standard definitions, an explanation of the different “Levels” of “BIM Maturity” (from 0 to 3) and details the various documents, mechanisms and industry standards that contractors, consultants and the supply chain will need to be familiar with if using BIM on a project. The Practice Note focuses in particular on the concept and acronyms set out in PAS 1192-2, a specification for information management for the capital / delivery phase of construction.
projects, which is a critical component of a BIM enabled project. It also includes an overview of the BIM protocols and how a protocol can support the main contract document in respect of achieving Level 2 BIM. Furthermore, the note includes a bibliography and references to various BIM related sources.

The JCT’s BIM Working Group hopes that the JCT BIM Practice Note will not only serve as an introduction to the topic, but will help to “demystify rhetoric of BIM to those in the industry fearful of BIM”.

Whilst the JCT BIM Practice Note offers useful guidance to those new to or unfamiliar with the concept of BIM and is a useful resource for those adopting BIM on their construction projects, the note does not include detailed guidance on BIM drafting for JCT contracts for use on private sector projects, such as the Public Sector Supplement. Instead the JCT BIM Practice Note acknowledges that the use of a protocol, such as the CIC Protocol (the “CIC Protocol”) is “the most effective way of ensuring that the activities of all project participants are controlled so that BIM mechanisms and standards are applied from commencement and through to delivery and are of enduring value to the asset operator in the facility management stage”.

The CIC Protocol was drafted by Beale & Company and was published in 2013. In summary, the CIC Protocol was designed for use on Level 2 BIM, works as a contractual document that is appended to the contracts of all project team members and (if properly incorporated) takes precedence over other contractual documents, and outlines the parties obligations regarding the model, creates the role of Information Manager to coordinate the model and addresses key areas of concern, such as copyright.

For the CIC Protocol to be properly incorporated into a contract an enabling clause must be included. However such a clause is not always included in contracts, even when the project team intend the CIC Protocol to be used, which creates uncertainty and ambiguity. It is also not unusual for contracts to include ambiguous BIM provisions or provisions which are inconsistent with the approach being taken by the project team.

With this in mind, as suggested in this article by Beale & Company and first published in the JCT Newsletter, it is hoped that the JCT will consider publishing amended forms to reflect the use of BIM shortly in order to avoid such ambiguity. In the interim, if the JCT form is used on a project on which BIM is being used, the extent to which amendments are required to incorporate the CIC Protocol or otherwise reflect the use of BIM is to be carefully considered.

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