SECTION 01 3234

COMPUTER AIDED DESIGN COORDINATION

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Project data extraction and translation.
2. Project data transmission and exchange.
3. Revisions and change tracking.
4. Administrative provisions for organization and use of Project data.

B. Any Contractor or Trade Contractor utilizing electronic data files for the purposes of their own coordination or preparation of their shop drawings do so a their own risk. Refer to Appendix A of this Section for required indemnification forms.

1.2 DEFINITIONS

A. Contract Documents: As defined in the Owner / Contractor Agreement, which includes the Drawings, Specifications, and the 3-D Database.

B. Project Data: Computer files comprised of the 3-D Database and 2-D database electronic files, and electronic documents including the Specification.

C. 3-D Database: A set of 3-dimensional electronic CAD (Computer Aided Design) models, as well as supplemental text files such as transmittals and notes for the use of data files.

D. 2-D Database: A set of 2-dimensional CAD (Computer Aided Design) files, as well as supplemental text files such as transmittals and notes for the use of data files.

E. Computer Distribution Media: Data files provided on a data transfer site (FTP or similar) and may include physical distribution media.

F. Physical Distribution Media: Data files provided by means other than data transfer site, including flash drives, external disks, or compact discs (CD).

1.3 SUBMITTALS

A. Coordination Model, or Federated Model: The coordination model will be reconciled by each Non Trade and Trade Contractor to find the best collective solution to the coordination of all items.

1. Each Trade and Non Trade Contractor will supply a 3D Trade and Non Trade Contractor Model for their own scope of work separated by areas as directed by Contractor.
2. Each Trade and Non Trade Contractor will be responsible for working in harmony with the other Trade and Non Trade Contractors to resolve coordination issues.
3. Trade and Non Trade Contractor models will be color coded to provide delineation between systems.
4. 2D coordination drawings will still be required as directed by Contractor and required for shop drawing approvals.

B. Electronic Copies of Models: Submit to the Contractor progress and final models when requested,

including, at the end of the project, a model(s) appropriate for facilities management and maintenance purposes.

1.4 SCHEDULE

A. Time is of the essence on this project. Contractor is responsible for all efforts, methods, procedures and costs required to meet or better the scheduled dates. If, at any time, it is determined by the Contractor or the Owner that this Contractor is not on schedule for any reason within the control or responsibility of the Contractor, the Contractor shall increase its manpower or work such overtime as is required to bring the work back within the Project Schedule. Such additional efforts shall be performed at no additional cost to the Contractor or the Owner.

B. The proposed schedule includes “estimated” start dates for the construction activities. In the interest of the Project, the Contractor reserves the right to alter the sequencing of activities in order to accommodate the project conditions or Owner requirements. It is understood that the Contractor shall be obligated to complete its activities within the specified durations regardless of the actual start date. Contractor agrees to meet or better each duration. The Contractor shall advise the Owner of any and all automated scheduling software being used on the project.

1.5 PROJECT DATABASE

A. Ownership Of Data: Project database and drawings, electronic media, electronic forms and other similar terms are subject to the Terms and Conditions for use of the Architect's documents contained in the Owner/Contractor Agreement and as listed below, and as defined in the Owner/Architect Agreement.

1. The Contractor must notify the Architect of discrepancies or conflicts between the 3-D Database and other portions of the Contract Documents to the extent they are identified.

B. The Drawings, 3-D Database, Specifications and other Contract Documents are complementary and together define the scope, design intent, and other project requirements.

C. The project utilizes the 3-D Database as defined in the notes and diagrams contained on the Drawings.

D. The 3-D Database for the Project is divided into a number of individual models. All models together comprise the project master 3-D Database.

E. The 3-D Database is not a comprehensive virtual model for the Project. Portions of the Project have been selectively modeled to provide an efficient means to describe the Project, and document the geometry for dimensional control. The 3-D Database is of limited completeness. The project utilizes the 3-D Database as defined in the complete notes contained in the Drawings.

F. By using any such Project database, Contractor agrees to the following Terms and Conditions for Use of the Architect’s Documents:

1. Authorized Use Of Project Database: The Architect grants the Contractor the nonexclusive right to use the Project database in accordance with the Terms and Conditions set forth in the Owner/Architect Agreement and herein. The 3-D Database shall be used for establishing three dimensional geometries of represented surfaces and elements and their relationship to work points established in other Contract Documents. The Contractor, their respective subcontractors, agents, or representatives shall not be entitled to rely on the detail or specifications contained in the Project database for any other purposes. The Contractor acknowledges the limited completeness of the data in the 3-D Database, that the data is intended to compliment and supplement but not necessarily supersede other Contract

Documents, and understands that the 3-D Database is not complete and is not for erection or fabrication purposes in the form provided.

2. Unauthorized Use Of Project Database: The Project database shall not be used by Contractor, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material is not strictly intended by the Architect, without the Architect's express written permission. Any unauthorized modification or reuse of the material shall be at the Contractor's sole risk, and Contractor shall cause their Subcontractors having access to the Project database to agree to defend, indemnify, and hold the Architect harmless, from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the unauthorized modification or use of these materials. Project database as prepared by the Architect is provided solely as an instrument of the Architect's service and is protected by applicable laws and conventions. By delivering the Project database to the Contractor, the Architect and Contractor shall not expand in any manner the scope of services for which each was engaged pursuant to its Agreements with the Owner, or in any manner alter the division of responsibilities between the Architect, the Contractor and the Owner as defined in their respective Agreements.

G. Contractor's Coordination Requirements: Before using the geometry control information contained in 3-D Database for the development of Contractor's engineering and shop drawings, the Contractor shall:

1. Exercising the professional skill, care and judgment which can reasonably be expected from other contractors in like circumstances, review and verify existing conditions, dimensions and coordinate with information in the Contract Documents prior to the development of shop fabrication drawings, layout drawings, numerically controlled fabrication equipment, or other applications which define, control, and/or regulate the fabrication and erection of any component of the Project;
2. Read and abide by any provisions contained in electronic files that may be issued with each version of Project database released by Architect.
3. Take all reasonable measures to prevent unauthorized access to or loss of the Project database;
4. Maintain an independent record of all modifications of this Project database which may be processed by Contractor, its Subcontractors, their employees and agents;
5. Cause its subcontractors to be solely and exclusively responsible for the accuracy and adequacy of all subsequent data, computer models or other electronic media developed by such subcontractors. The Architect is not party to and has no control over the use of such subcontractor generated media;
6. Take appropriate action, by way of instruction or otherwise, with its subcontractors, employees and agents who have access to the Project database, to insure compliance with these Conditions;
7. Submit copies of Contractor or subcontractor generated data, computer models or other electronic media to the Architect for review prior to beginning fabrication operations. The Architect may review and comment on such media at its option. This information is in addition to required shop drawing submittals.

H. Contractor also agrees to the following provisions:

1. Verify locations of critical elements during and after installation, such as connection points between different materials and systems. Report items that vary from the Contract Documents. Notify and coordinate other subcontractors that are affected by mislocated elements.
2. Import data for control points, surfaces and lines of fabricated and installed Work into the 3-D Database, and place on separate levels as required with and by the Architect.
3. Copy data files to the Architect at Substantial Completion of the Work.

4. Upon the Architect's request, return original Project database and all other papers, documents, materials and other property of the Architect held by the Contractor, subcontractors, employees, and their agents in connection with the Project.

I. Because the information stored in the Project database can be modified by other parties, intentionally or otherwise, without notice or indication of said modification, the Architect reserves the right to remove all indicia of its ownership and/or involvement in the Project database from each electronic medium not held in its possession. The Architect does not convey, nor does the Contractor obtain any right, title, or interest in the Project database or any computer programs, specifications, or data furnished or developed by the Architect.

J. Contractor recognizes that designs, plans, and data stored on electronic media, such as computer disk and magnetic tape, may be subject to undetectable alterations or uncontrollable or undetectable deterioration. Contractor therefore agrees that the Architect shall not be liable for the completeness or accuracy of any materials provided on electronic media as caused by undetectable alterations or uncontrollable or undetectable deterioration. Project database and other Contract Documents are intended to be complementary to each other, and do not necessarily supersede information contained elsewhere in the Contract Documents.

1.6 DATA EXTRACTION

A. The 3-D computer database issued by the Architect is the primary source of dimensional control for complex structural steel, complex millwork geometry, structural support systems for complex millwork, railings attached to complex millwork and other components of the project as determined by the Architect. Data extraction from the 3-D Database, including all required dimensional information for these components of the work, shall be the sole responsibility of the General Contractor.

B. Different types of data may be extracted from the Digital Project database. Use of these includes, but is not limited to:

1. To establish scope of represented elements.
2. As the dimensional control document for represented elements.
3. As a basis for the development of field layout, coordination and fabrication drawings of represented elements.

C. Portions of the 3-D computer database are issued for reference and informational purposes only as indicated in the Drawings. The models indicated as reference in the filename are being issued for visual reference and content only, including existing building, and new construction geometry for which dimensional control is provided through the Drawings. Information in the reference only models, are not part of the contract documents, and have no contractual relevance. Information in these files represents information to the best of the consultant's knowledge, must be verified by the contractor and used solely at the contractor's own risk. The information represented may be incomplete, may not represent actual field conditions or may be diagrammatic in nature.

D. The Contractor is responsible for determining what data is needed and extracting that data accurately.

1.7 DATA TRANSMISSION AND EXCHANGE

A. Project database issued to the Contractor will be distributed through the Architect's FTP site or by physical distribution media, if appropriate. The final method of delivery will be mutually agreeable to the Owner/Architect, the Contractor and his subcontractors. The Contractor shall distribute Project database and other Contract Documents to bidders, subcontractors and all other entities on a need to know basis through a Contractor FTP site or other means.

B. All 3-D Database information exchanged with the Architect shall be delivered to the Architect in software format acceptable to the Architect.

C. All 2-D information exchanged with the Architect shall be delivered to the Architect in software format acceptable to the Architect.

1.8 REVISION AND CHANGE TRACKING

A. 3-D Database files will be tracked by date and revision numbers contained in the filename. Current revision levels shall be documented in a database format mutually agreeable to all concerned parties; if any discrepancies are found please confirm latest revision level(s) with Architect. Model objects that are new or have been revised since the previous issue will be indicated by color highlighting in the electronic files.

B. 3-D database files issued as revisions to the contract documents will be accompanied by a written description of the changes in the model.

1.9 TRANSLATIONS

A. The 3-D Database will be issued to the Contractor in the software format currently employed by the Architect. The Contractor shall maintain software and hardware at jobsite to read the 3-D Database in its native format.

B. Translations of the Architect’s 3-D Database into other software formats shall be the sole responsibility of the Contractor, and verification of the accuracy of the translations shall be the sole responsibility of the Contractor.

C. 3-D Models submitted to the Architect as required by various sections of the Project Manual shall be in a format acceptable to the Architect.

1.10 CONTRACTOR RESPONSIBILITIES

A. Contractor is the primary user and distributor of information and data contained in the Project database. Contractor has complete responsibility for determining their need for and dissemination of information to subcontractors, sub-subcontractors and vendors that may not have direct access to Project database. This responsibility may include any of the following nontraditional tasks:

1. Bidding: Material takeoffs for quantity, dimensions and geometry of component elements of building for subcontractors and vendors who do not have 3-D Database use capability.
2. Shop Drawings: Providing extractions and translations from Project database for use by subcontractors in preparation of shop drawings.
3. Coordination: Coordinating information from subcontractors including shop drawings and product data into coordination drawings required in Division 01.
4. FTP Site: Contractor shall distribute the Project database electronic data to, the Architect, subcontractors, and others through Contractor’s FTP Site, physical distribution media, or other acceptable means.. The Architect will issue Contract Documents to the Contractor through the Architect’s file transfer site, physical distribution media, or other acceptable means.

B. Maintaining Data: Contractor shall maintain electronic copies of the Project database as required for record Contract Documents.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 MODEL COORDINATION PROCESS

A. Coordination Meetings

1. Each Trade and Non Trade Contractor is required to take part in regular coordination review meetings. The time and place for these meetings will be established by Contractor. “Big Room” technology, products like Autodesk 360, and/or other products appropriate for remote meeting for engineering and construction projects may be used for these meetings.
2. The purpose of the coordination meeting is to identify and resolve probable interferences between building systems.
3. Trade and Non Trade Contractors shall supply a Trade or Non Trade Contractor Modeling Manager or person authorized to act and make decisions on behalf of their organization.
4. If conflicts are identified and a resolution is agreed upon it is the Trade and Non Trade Contractor’s responsibility to have the necessary changes made in their model and republish said model to the project intranet site in time for the next meeting unless another timeframe is agreed upon.

B. Coordination Process

1. Step 1: Trade and Non Trade Contractors to identify conflicts between their system model and the base model and resolve with the Contractor and design team prior to MEP coordination meeting.
2. Step 2: Trade and Non Trade Contractors to identify any required penetrations in architectural and structural elements for their work prior to MEP coordination meeting.
3. Step 3: Trade and Non Trade Contractors to provide system model to the Contractor. Contractor will integrate system model with base model in NavisWorks to create a “coordination model”.
4. Step 4: Trade and Non Trade Contractors and the Contractor to meet, review, and resolve clashes/conflicts within the coordination model.
5. Step 5: Trade and Non Trade Contractors make changes to their system model per resolutions from MEP coordination meeting.
6. Step 6: Repeat steps 3 through 5 until all clashes/conflicts have been resolved in the coordination model.

C. Equipment Models: All equipment specified and intended to be used for installation shall be represented in the coordination model as a fully functional 3D component with the following characteristics:

1. Create models in a software application capable of embedding all information specific to that equipment which would typically be available in the required shop drawings and submittals.
2. Construct the models to accurately identify all of the physical components including:
    a. Length, width and height of equipment.
    b. Weight of equipment.
    c. Accurate location of all facility connection points.
    d. Proper identification of required supports whether provided by the Trade and Non Trade Contractor or others.
    e. Access for maintenance and/or filter changes locations.
    f. Clearances required for proper ventilation and/or maintenance.
    g. OSHA clearances.
3. Include all clearance requirements for the equipment as outlined by the equipment manufacturer and all applicable building codes. Identify clearances on a specific layer that

can be turned off for coordination purposes. Identify clearances as solid planes (“no fly zones”) which will register as clashes during the coordination effort.

4. Provide equipment model information to the Contractor in its native (*.dwg) format as well as IFC format (IFC format describes the behavior, relationship, and identity of a component object within a model).
5. Provide all tabular data associated with the equipment as specified by Owner, and maintain those data in the model and/or an associated tabular data base formatted to Owner specifications.

D. Record Information

1. Upon completion of coordination activities for a floor area as deemed appropriate by Contractor, a 2D drawing or series of drawings representing the floor or area will be printed for review by the Contractor and all members participating in the coordination. This will become the record coordination document.
2. Trade and Non Trade Contractors shall maintain their models during construction to match the ‘as-built’ condition of their installed work.
3. The Contractor will deliver to the Owner, at the completion of the project, a record construction model that incorporates all of the trade models, fabrication models and updated design models. The native files from each trade shall also be provided.

E. Change Conditions

1. In that design changes are issued by bulletin, CCD or other method the applicable Trade and Non Trade Contractors will make the changes required in their model/models to support the coordination process without delay.

3.2 3D MODELING

A. Order of Modeling:

1. Unless otherwise noted in the bid packages and trade contractor agreement, the sheet metal contractor shall publish a base model with the major trunk lines which will serve as the basis for the other trades to begin their individual models. The Designer shall provide their model to be used as the geometric background for coordination.

B. Stratification:

1. Each Trade and Non Trade Contractor will be assigned specific work zone elevations (top and bottom) to run racks and mains. The assigned trades will take precedence in these areas, when traveling outside of these areas the following order of importance rules apply. Additional rules may be instituted at the first coordination meeting.
   a. Immovable objects (equipment pads, hoods, shafts).
   b. Graded piping routed throughout floors (waste, storm drainage, high purity).
   c. Item coordinated with structure (duct penetrations shown on structural).
   d. Items located in their designated area (piping zone, pipe rack, cable tray).
   e. Items that require access (VAV’s, shut off valves, fire/smoke dampers, and similar items).

C. System Models and Level of Detail:

1. The level of detail defined in each section below (Modeling Standards) is the minimum level of detail required in the model. Greater detail than the minimum should be incorporated in the model whenever inclusion of such detail will improve spatial or sequencing coordination of the work.

2. To the extent that location can be determined from the construction documents, the model will reflect that location. The intent of this model is to show the ductwork and piping, and similar items in as true representation of the actual condition at construction completion.
3. Pre-purchased equipment shall be the responsibility of the Trade and Non Trade Contractor assigned to receive, install and coordinate the equipment, and they shall be fully responsible for layout, 3D drawings and coordination of the pre-purchased equipment.
4. Each Trade and Non Trade Contractor is responsible for modeling protected access zones. Access zones should be drawn at 60% shading as not to obscure the main fixture or element being protected, or shall have another similar identifying characteristic.
5. Individual model elements (such as VAV boxes, pumps, and similar items) described in further detail below shall each contain the specific and individual name assigned to it as per the design documents, as well as such other information that the Owner may require, following the approved naming conventions established by the Designer in concert with the Contractor VDC.

D. Modeling Standards: In addition to the physical characteristics described in each of the following sections, descriptive data regarding each item shall be captured and included in the model(s) and/or an associated tabular data base. Contractor will provide a template delineating the descriptive data to be captured for each designated item of equipment. Depending upon the nature of the project, the template may be revised to accommodate additional equipment and/or descriptive fields.

1. HVAC Sheet Metal Standards
    a. All ducts, related accessories (including but not limited to standard dampers, fire dampers, VAV boxes, diffusers, turning vanes, etc.) and HVAC equipment will be modeled.
    b. Ducts will be modeled to the outside face dimension of duct or duct insulation. Hangers must be modeled where necessary to coordinate with the work of other trades.
    c. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures, standard dampers, fire dampers, VAV boxes, diffusers, turning vanes, and similar items.
    d. All equipment shall be modeled to its overall height, width and depth.
    e. All access panels shall be modeled, including access zones above and below.
    f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.
    g. Descriptive data regarding individual ducts and related accessories to be included in the model and/or model data base(s) will be specified in the equipment template provided by Contractor. The responsibility for the capture and incorporation of these data into the model and/or the model data base(s) will be specified in the BIM Execution Plan.
    h. The sequence of installation of individual ducts, and related accessories will be specified by the MEP Coordination Engineer and approved by the Owner.
2. HVAC Piping Standards
    a. All piping, related accessories (valves, air vents, drain valves, flow meters, etc.) and HVAC equipment will be modeled.
    b. Pipes will be modeled to the outside diameter of the pipe or pipe insulation. Hangers must be modeled where necessary to coordinate with the work of other trades.
    c. Equipment will be modeled to its overall height, width and depth.
    d. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures and valves.
    e. All access panels shall be modeled, including access zones above and below.
    f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.
    g. Descriptive data regarding individual pipes and related accessories to be included in

the model and/or model data base(s) will be specified in the equipment template provided by the Contractor. The responsibility for the capture and incorporation of these data into the model and/or the model data base(s) will be specified in the BIM Execution Plan.

h. The sequence of piping installation and related accessories will be specified by the MEP Coordination Engineer and approved by the Owner.

3. Plumbing and Specialty Piping Standards
   a. All plumbing, specialty piping, related accessories (valves, air vents, drain valves, flow meters etc.) and equipment will be modeled.
   b. Pipes will be modeled to the outside diameter of the pipe or the pipe insulation. Pipe slope will be incorporated in the model. Hangers must be modeled where necessary to coordinate with the work of other trades.
   c. Equipment will be modeled to its overall height, width and depth.
   d. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures, valves and cleanouts.
   e. All access panels shall be modeled, including access zones above and below.
   f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.
   g. Descriptive data regarding individual pipes and related accessories to be included in the model and/or model data base(s) will be specified in the equipment template provided by Owner. The responsibility for the capture and incorporation of these data into the model and/or the model data base(s) will be specified in the BIM Execution Plan.
   h. The sequence of piping installation and related accessories will be specified by the MEP Coordination Engineer and approved by the Owner.
4. Electrical Standards
   a. All conduit/MC cabling, power feeds to equipment, switch gear, panels, junction box and pull station locations will be modeled at the discretion of the Owner.
   b. Light fixtures with above-ceiling space requirements are to be included in the model and coordinated with reflected ceiling plan. All access zones or clearances to maintain light fixtures will also be modeled.
   c. Equipment and cable tray with access zones to be included in the model along with unistrut supports. Equipment will be modeled to its overall height, width and depth.
   d. Equipment and junction box access zones per specification and code (whichever is greater) shall be modeled.
   e. All access panels shall be modeled, including access zones above and below.
   f. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.
   g. Descriptive data regarding electrical items to be included in the model and/or model data base(s) will be specified in the equipment template provided by Owner. The responsibility for the capture and incorporation of these data into the model and/or the model data base(s) will be specified in the BIM Execution Plan.
   h. The sequence of installation of electrical items will be specified by the MEP Coordination Engineer and approved by the Owner.
5. Fire Protection (Sprinkler, Fire Alarm)
   a. All components of the fire protection system will be modeled.
   b. Access zones shall be modeled for all elements requiring access including but not limited to equipment, fixtures, valves and controllers.
   c. Locate all piping, valves, fire pump, sprinkler heads, heat and smoke detectors.
   d. All access panels shall be modeled, including access zones above and below.
   e. In the event that seismic bracing for suspended elements is required by code, such bracing shall be included in the model.
   f. Descriptive data regarding individual pipes and fire protection elements to be included

in the model and/or model data base(s) will be specified in the equipment template provided by Owner. The responsibility for the capture and incorporation of these data into the model and/or the model data base(s) will be specified in the BIM Execution Plan.

g. The sequence of installation of fire protection items will be specified by the MEP Coordination Engineer and approved by the Owner.

6. Structural Steel
   a. All structural steel shall be modeled, including but not limited to columns, beams, braces, gusset plates, connections, reinforcing plates and angles, pour stops, metal grating, seismic or secondary supports and beam penetrations.
   b. The model elements shall contain non-graphic information that associates each element with its erection sequence as appropriate, and identifies the size of the structural element.

END OF SECTION

Appendices: Appendix A - Agreement And Release For Use Of Design Files

Project: Sommet Blanc

TRANSFER OF ELECTRONIC FILES TO THE CONTRACTOR

By accessing, accepting, opening or utilizing any drawings, reports, information, and data (including, without limitation, schedules, specifications, CAD files and/or BIM models) on any form of electronic media generated or furnished by or through the Architect (collectively, the "Electronic Files"), the Contractor agrees to all of the terms of this Electronic File Transfer of Architectural Drawings to the Contractor (the "Electronic File Transfer Agreement").

The Contractor acknowledges that all Electronic Files are Instruments of Service of the Architect and the Architect's consultants, who shall be deemed the authors and owners of their respective Instruments of Service, and shall retain all common law, statutory law and other rights, including copyrights. Under no circumstances shall transmittal or delivery of Electronic Files by the Architect be deemed a sale, and the Architect makes no warranties, either express or implied, including without limitation any warranty of merchantability and fitness for any particular purpose.

The Contractor agrees not to use the Electronic Files, in whole or in part, for any purpose other than for the above-referenced Project. The Contractor further agrees not to transmit Electronic Files to others, including without limitation any subcontractors, without first obtaining each intended recipient's written consent to be bound to all the terms of this Electronic File Transfer Agreement.

The Contractor waives and releases the Architect from liability for any claims, liabilities, damages or losses (including, without limitation, any indirect or consequential damages) arising out of or in any way resulting from the receipt, transmittal or use of Electronic Files.

The Contractor is aware that differences may exist between the Electronic Files and the printed hard-copy construction documents. In the event of conflict between the signed or sealed construction documents prepared by the Architect and Electronic Files, the signed or sealed hard-copy construction documents shall govern. The Architect will not respond to questions or RFIs (Requests for Interpretation) resulting from data or information contained within the Electronic Files and, specifically, the BIM project files. The Architect will not update BIM project files except at Architect's sole discretion.

Because Electronic Files can be modified, unintentionally or otherwise, Architect reserves the right to remove all indicia of ownership and/or involvement from any Electronic Files.

In addition, the Contractor agrees, to the fullest extent permitted by law, to defend and indemnify the Architect, its officers, directors, employees and consultants against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way resulting from the unauthorized assignment, transfer or transmittal of the Electronic Files or any other breach of this Electronic File Transfer Agreement.

159 South Jackson Street, Suite 600, Seattle WA 98104, USA
T +1 206 624 5670, F +1 206 624 3730, www.olsonkundig.com

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