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Building Information Modeling: Now that you know how to spell BIM, is it right for you and your project?

A LETTER TO OUR READERS¹

We've come a long way since the Leroy® Pen. It can hardly be denied that technology plays a major role in today's design and construction process. The transition from hand drafting to computer-aided design (CAD) has affected the way that we deliver projects. It may be argued that, upon its introduction, CAD widened the social chasm between the design world and the construction community by facilitating a territorial way of thinking. Nevertheless, it appears that BIM provides a forum in which to close that gap by facilitating collaboration between designers and constructors.

By most accounts, BIM is here to stay. But now what? How does an owner know if BIM is right for a project? What factors should a designer consider when deciding whether to invest in BIM technology? Can BIM increase a contractor's productivity? Does BIM really help facility managers maintain a building throughout its life cycle?

Through our research for this note, we found a wealth of information about the technical aspects of using BIM but a dearth of information about the factors that each member of the project team should consider when deciding whether to use BIM. Accordingly, the reader will find our first section devoted to discussing the practical, technological, and financial challenges that all members of the project team should consider before jumping into the BIM pool.

We also felt it important to summarize how the law has failed to keep pace with the legal challenges inherent in BIM projects. In this section, we discuss how some of the current standard industry forms have addressed - or failed to address - BIM-related risks. As construction lawyers, we couldn't resist taking this opportunity to suggest to the reader how some traditional risk-shifting clauses may be used to allocate BIM risk to the party best able to manage the exposure.

Finally, no paper that uses the term "BIM" in the same sentence as the word "Contract" can ignore the industries' failure to develop a standard plan that addresses how the parties intend to execute a BIM project. In a day when the page count on a contract's standard General Conditions has ballooned to over 40, the elusive BIM Execution Plan remains an enigma, as none of the leading industry publishers have developed a standard template for such purpose.

Most BIM experts agree that the creation of a BIM Execution Plan should be left up to the parties. We concur but nevertheless believe that the parties need to start with a menu of issues to facilitate discussion on how they intend to implement BIM technology. Thus, to provide the reader with the most complete "news you can use," we devote the last section of our note to identifying what items should be considered by all team members when preparing a BIM Execution Plan.

It is our desire that at the conclusion of this note the reader will better understand the challenges and the benefits of this remarkable technology so that members of the project team can collectively decide whether BIM is right for them and for the project. To turn a phrase, we hope that you use this article as a metaphorical "blueprint" for your BIM decision making.

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¹ On behalf of Robinson & Cole's Construction Law Group, I wish to thank the tireless efforts of Rebecca McWilliams, AIA, for her invaluable assistance in developing this note.

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