

註解 [Editor1]:
Golden English Editing
Business and Law
Law
Sample of work

1 ~~the~~ use of BIM ~~results in~~ does yield time and cost savings by through the elimination of
2 unbudgeted ~~change~~ and unplanned change orders, the sharpening of cost estimation
3 accuracy ~~and~~, time reduction, clash detections, and ~~elimination of~~ removing the need
4 for rework.

5 ~~However, despite the~~ Despite BIM bringing these significant benefits ~~associated~~
6 ~~with BIM~~, there are a host of legal issues, risks, and barriers which the industry has
7 not yet properly addressed ~~properly~~ (Foster 2008). ~~Significant~~ Evidence from the
8 literature ~~evidence~~ suggests that certain benefits of innovations such as BIM only
9 become feasible and realizable when their legal frameworks are clear and
10 implementable (Alfred 2011). Lowe and Muncey (2009) have pointed out that BIM
11 has raised a host of legal and contractual questions ~~BIM has raised~~, which include: the
12 allocation of responsibility and liability ~~exposures~~, exposure; the risks ~~of~~ involved in
13 sharing digital models, ~~risks arise from~~ interoperability, ~~risk for the~~ concerns, and
14 responsibility for ~~establish~~ the establishment and ~~maintaining the~~ maintenance of
15 networked file-sharing ~~site~~, sites; and how ~~should~~ Intellectual Property Rights (IPR)
16 should be addressed.

17 ConsensusDOCS contracts are developed by a coalition of 24 leading industry
18 associations representing owners, contractors, subcontractors, designers, and sureties.
19 On June 30, 2008, ConsensusDOCS issued a new document dealing with BIM: the
20 ConsensusDOCS 301 BIM Addendum (BIM Addendum). At the same time, the
21 American ~~institute~~ Institute of Architects (AIA) ~~also~~ likewise issued at their own new
22 document dealing with BIM: the AIA Document E202-2008 (AIA E202).

23 ~~In~~ The BIM addendum, ~~risks are thoroughly discussed. It dealt with~~ discusses the
24 risks involved in BIM. In particular, it addresses the risk ~~that~~ of project participants
25 ~~may rely on the~~ treating inaccurate contributions ~~of another~~ from other project
26 ~~participant~~ participants as accurate ~~when in fact the contribution is not accurate~~. To
27 account for this risk, ~~according to the BIM addendum~~, states that each party is to be
28 responsible for any Contribution that ~~it makes~~ they themselves make to a Model, or
29 ~~that arises~~ any arising from the party's access to that Model. (Lowe and Muncey
30 2009)).

31 Moreover, ~~in BIM addendum~~, each party agrees to waive claims against the
32 other ~~partings~~ parties for consequential damages; and the standard of care applicable to
33 that party is governed by the contract and common law. Furthermore, each party

1 shall is to promptly report to the relevant parties any discovered errors, inconsistency,
2 or omissions that it discovers. BIM to the relevant parties. The addendum also ~~tries to~~
3 ~~encourage~~ provides guidelines in the event of software malfunctions, and encourages
4 each party to procure transparent records ~~in~~ when insurance, and it also addresses the
5 ~~treat of software malfunction.~~ becomes involved.

6 Akin to BIM addendum's In line with the position, adopted by the BIM
7 addendum, AIA E202 defines a role named the Model Element Author, which ~~is~~ refers
8 to a party responsible for developing the content. However ~~in~~ according to AIA E202,
9 any use of-, or reliance on-, a model element ~~inconsistence~~ inconsistent with the Level
10 of Development (LOD) by subsequent model element authors ~~shall~~ would be at their
11 ~~sole risks~~ own risk and done without liability to the Model Element Author (AIA
12 2008).

13 With respect to In terms of IPR, although the BIM addendum and AIA E202
14 ~~have~~ contain some discussions discussion on IPR issues, ~~however it is~~ they do not go
15 into as ~~thoroughly~~ great detail as they do on the risk allocation issues. -Therefore, this
16 paper attempts to ~~thoroughly~~ discuss Intellectual Property Rights (the IPR) under of
17 the application of BIM. ~~At first, it discusses~~ more thoroughly. It starts by discussing
18 the characteristics ~~or~~ of and changes ~~of~~ to IPR before and after the application of BIM,
19 and further ~~discusses the~~ details issues ~~or problems arose due to~~ that are direct
20 consequences of these characteristics or changes. ~~Secondly it proposes~~ It then
21 concludes with some proposed solutions to these ~~arose issues or problems.~~

22 **Changes and Issues**

23 With application of BIM, there are The four major changes to or characteristics
24 in the aspect of IPR. ~~They~~ arising from the introduction of BIM applications are listed
25 and discussed as below :-:

26 (1) BMI Uses a New Project Delivery Process

27 As mentioned in Alfred (2011), the existing legal frameworks for the
28 professional service delivery in architectural, engineering, construction, and
29 operations (AECO) industries ~~are apparently biased to~~ tend towards fragmented
30 conventions rather than contemporary contractual

註解 [Editor2]:

CHECK: Please verify that this edit retains your intended meaning. The term “in insurance” is perhaps a little vague—do you mean “to procure transparent records in cases of insurance disputes.”? Or “in cases of insurance claims.”? Please revise to clarify what the guidelines advise with regard to insurance.