

Design Development

Robert Warren

Architectural Services Manager
Bradford Council

City of Bradford MDC

www.bradford.gov.uk

Design Development

Broad Topics to cover

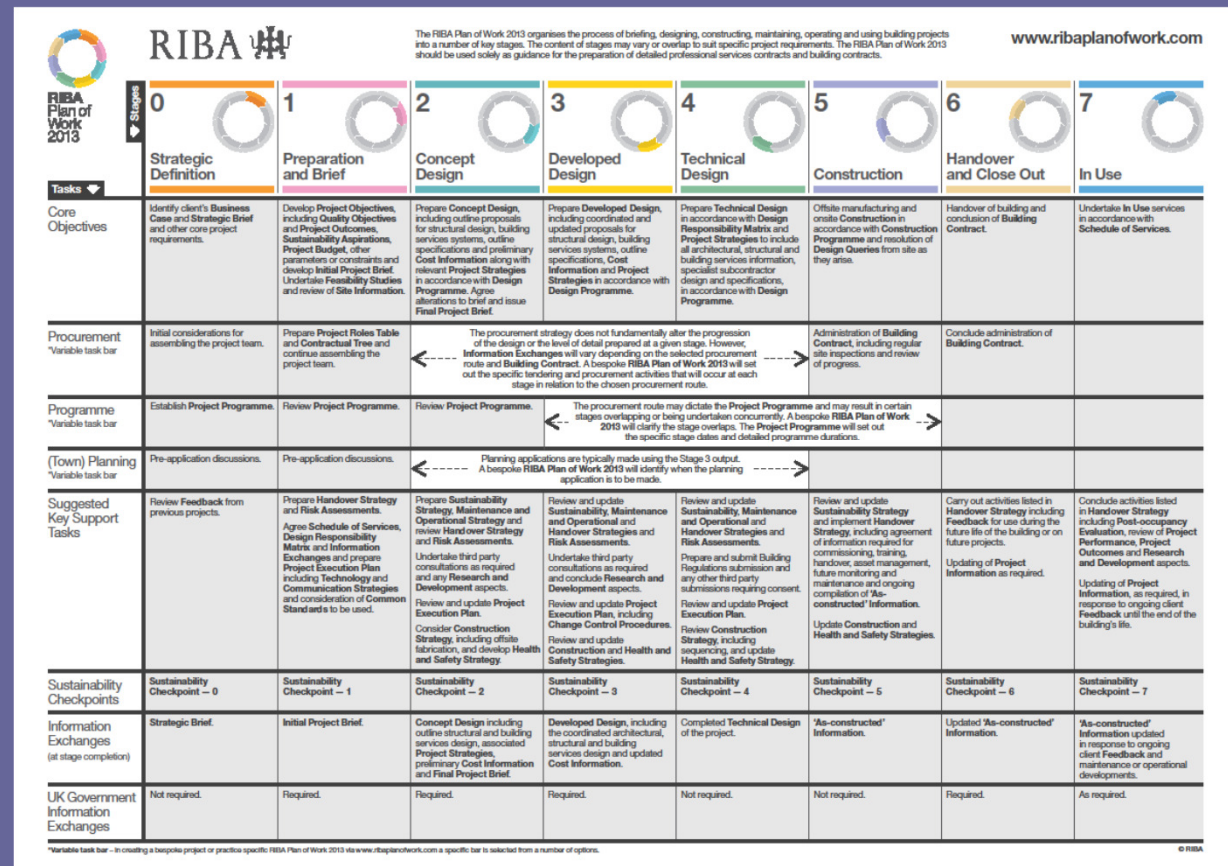
- The Architectural Process (RIBA Plan of Work)
 - Briefing
 - Design team
 - Contracts
- Contract Administration & Cost Control

Architectural Process

RIBA PLAN OF WORK 2013

Structured process from start to finish

- Organises process
- Briefing
- Design
- Construction
- Maintaining
- Operation
- Includes Milestones
- Stages can overlap



Architectural Process

RIBA PLAN OF WORK

Assemble Project Team

Who do you need?

- Need to appoint competent design team
- Can be individual appointments or a “One Stop Shop”
- Define scope of the appointment
- Make written formal appointment
- Usually Expected Disciplines

Architect/Lead Consultant

CDM Coordinator (Where Notifiable)

Services Engineer

Structural Engineer

Quantity Surveyor

Others ? EG Clerk of Works

Architectural Process

RIBA PLAN OF WORK

- Early documenting of briefing, permits the main tasks to go ahead with minimised potential for misunderstanding, to assist greatly in achieving the ultimate objective

The Brief

A short, but not exhaustive checklist of issues to consider

- The people (you) who will use the space, your dreams, resources, concerns.
- Priorities, **must haves**, would be **nice to have**, what **isn't important**.
- **What works** in your building, but also **what does not work**.
- The site / building, its attributes, orientation, size, slope etc.
- Where the building might go, its relation to access, services, views, sun.
- What the building might contain and **interrelated links**.
- What things are you considering at a later date and what can usefully be allowed for now in the strategic planning.
- What 'feel' is expected, building style, material preferences.
- Budget realities.

Contracts

QUESTIONS

Some questions for you

Contracts

QUESTIONS

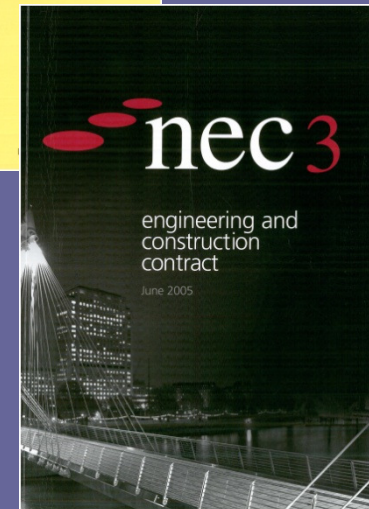
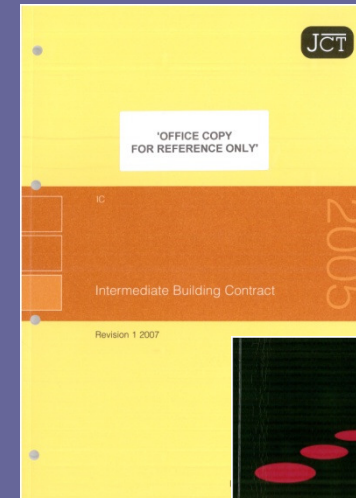
- What are Contracts?
- Why have Contracts?
- Who enters into Contracts?

Contracts

- What are Contracts — In simplest form Exchange of Promises
- Why have Contracts - Each party knows what expected
- Who enters into contracts — Usually only 2 parties
- Contract Requirement
 - Simple contract
 - Offer and acceptance
 - Parties to a contract
 - Breach of Contract

Contracts

- Building Contracts
- Types of Building Contract
 - Traditional
 - Design & Build
 - Other
- Main Contract Forms
 - JCT Standard Form (SBC 11)
Intermediate Form (IC 11)
Minor Works (MW 11)
 - NEC suite of Contracts
 - Others

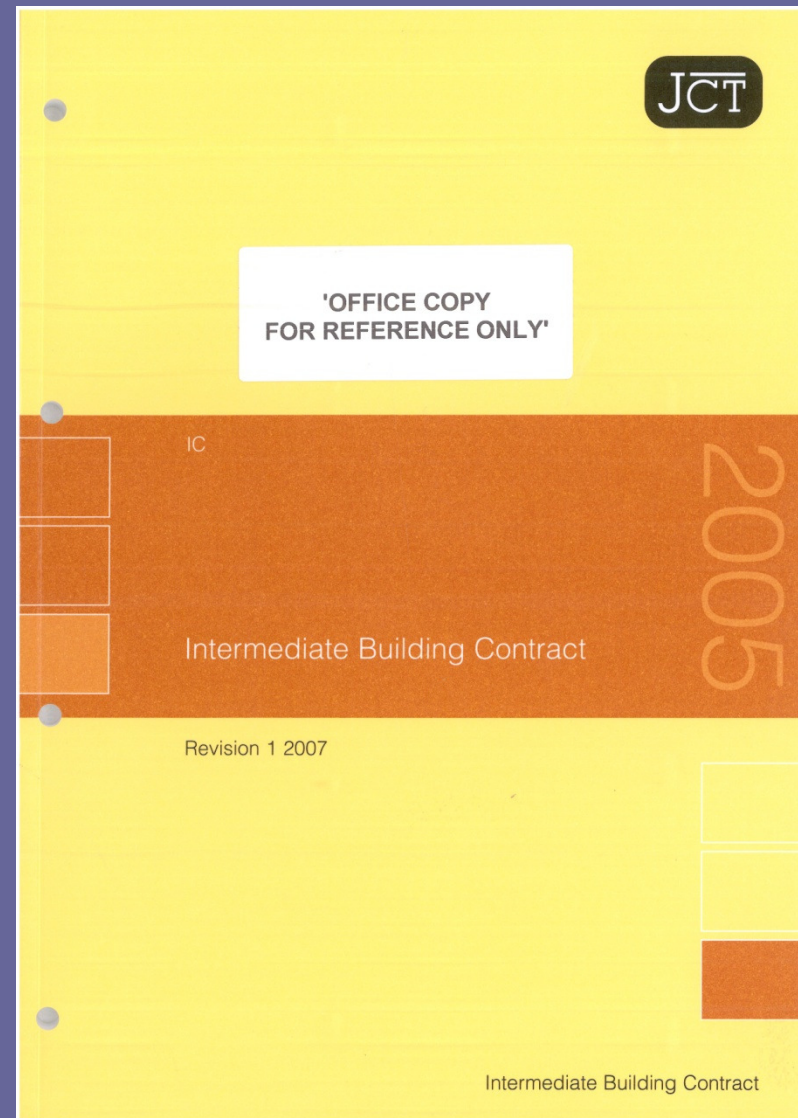


Contracts

- Roles in the Contract
- **Employer**
 - Duties
 - Obligations
- **Contractor**
 - Duties
 - Obligations
 - Sub-contracting
- **Contract Administrator**
 - Duties
 - Obligations

Contract Administration

- Who does what and when
 - Contract Administrator
 - Employer
- Certificate Types
 - Payment
 - Practical Completion
 - Making Good defects
 - Final certificate
 - Extension of Time
 - Non Completion
- Time scales
 - Especially note payment terms
 - Failure to comply is breach of contract



Contract Administration

- Payment Certificates
- Practical Completion
- Making Good Defects
- Final Certificate
- Instructions

The image displays five overlapping construction contract documents from the Joint Contracts Committee (JCC) suite:

- Interim Certificate and Direction:** Issued by [redacted], Address: [redacted]. It includes fields for Employer, Contractor, Works, and Contract date (24 October).
- Certificate of Practical Completion:** Issued by [redacted], Address: [redacted]. It includes fields for Employer, Contractor, Works, and Contract date.
- Certificate of Completion of Making Good Defects:** Issued by [redacted], Address: [redacted]. It includes fields for Employer, Contractor, Works, and Contract date.
- Final Certificate:** Serial no: SNLUM00404, Job reference: [redacted], Date of issue: 04 April 2008, Final date for payment: 02 May 2008.
- Architect's Instruction:** Issued by [redacted], Address: [redacted]. It includes fields for Job reference, Instruction no, Drawn no, Issue date, Sheet, and a table for instructions.

The Architect's Instruction table includes the following instructions:

Instruction	Office use: Approximate costs	
	£ cost	£ add
3.01 Confirmation of instruction to change to a Precast concrete floor in accordance with SE drawing nos: 1645/011 rev A, 1645/001 rev B, 1645/001, 1645/002, 1645/003 rev A, 1645/002 and Schedules 253/01 and 252/01. Drawing nos: 1645/001, 252, 254 now obsolete. All in accordance with SE letter dated 8 December 2005. Note: Drawings issued to all parties by SE. Architect's revised drawings to follow.		
3.02 Confirmation of instruction to amend foundations to suit client changes to conditions as per instruction 2.02 in accordance with drawing no: 1645/102 rev C. Drawing issued to all parties direct by SE.		

The bottom of the Architect's Instruction form includes a table for distribution and a section for the Contractor's acknowledgment.

- Variations & Cost Control

- | | |
|---|--|
| <p>Issued by: _____
 Address: _____

 _____</p> <p>Employer: _____
 Address: _____

 _____</p> <p>Contract: _____
 Address: _____

 _____</p> <p>Works Situated at: _____

 _____</p> <p>Contract dated: _____</p> | <p style="text-align: right;">Architect's Instruction</p> <p>Job reference: 000000
 Instruction no: 3
 Draft no: 03
 Issue date: 13 December 2008
 Sheet: 1 of 1</p> |
|---|--|

Under the terms of the above-mentioned Contract, I/we issue the following instructions:

<p>3.01 Confirmation of instruction to change to a Precast concrete floor in accordance with SE drawing no.:</p> <p style="margin-left: 20px;">19450211 rev A 19450501 rev B 19450601 19450203 rev A 19450602 Drawing no. 19450211, 252, 254 now obsolete.</p> <p style="margin-left: 20px;">All in accordance with SE letter dated 8 December 2005.</p> <p style="margin-left: 20px;">Notes: Drawings issued to all parties by SE. Architect's revised drawings to follow.</p> <p>3.02 Confirmation of instruction to amend foundations to suit short changes to contour areas as per instruction 2.01 in accordance with drawing no. 19450102 rev C. Drawing issued to all parties dated by SE.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 80%;"></th> <th style="width: 10%; text-align: center;">Office copy</th> <th style="width: 10%; text-align: center;">Approximate costs £ cost</th> <th style="width: 10%; text-align: center;">£ add</th> </tr> </thead> <tbody> <tr> <td style="height: 150px; vertical-align: top;"> <p style="text-align: right; margin-right: 10px;">Amount of Contract Item</p> <p style="text-align: right; margin-right: 10px;">≈ Approximate value of previous issued Instructions</p> <p style="text-align: right; margin-right: 10px;">≈ Approximate value of this Instruction</p> <p style="text-align: right; margin-right: 10px;">Approximate adjusted total</p> </td> <td style="text-align: center; vertical-align: top;"> <p>£</p><p>£</p><p>£</p><p>£</p> </td> <td style="text-align: center; vertical-align: top;"> <p>£</p><p>£</p><p>£</p><p>£</p> </td> <td style="text-align: center; vertical-align: top;"> <p>£</p><p>£</p><p>£</p><p>£</p> </td> </tr> </tbody> </table>		Office copy	Approximate costs £ cost	£ add	<p style="text-align: right; margin-right: 10px;">Amount of Contract Item</p> <p style="text-align: right; margin-right: 10px;">≈ Approximate value of previous issued Instructions</p> <p style="text-align: right; margin-right: 10px;">≈ Approximate value of this Instruction</p> <p style="text-align: right; margin-right: 10px;">Approximate adjusted total</p>	<p>£</p> <p>£</p> <p>£</p> <p>£</p>	<p>£</p> <p>£</p> <p>£</p> <p>£</p>	<p>£</p> <p>£</p> <p>£</p> <p>£</p>
	Office copy	Approximate costs £ cost	£ add						
<p style="text-align: right; margin-right: 10px;">Amount of Contract Item</p> <p style="text-align: right; margin-right: 10px;">≈ Approximate value of previous issued Instructions</p> <p style="text-align: right; margin-right: 10px;">≈ Approximate value of this Instruction</p> <p style="text-align: right; margin-right: 10px;">Approximate adjusted total</p>	<p>£</p> <p>£</p> <p>£</p> <p>£</p>	<p>£</p> <p>£</p> <p>£</p> <p>£</p>	<p>£</p> <p>£</p> <p>£</p> <p>£</p>						

To be signed by us or the other named persons

Sub-total

Drawings

<input checked="" type="checkbox"/> Contract (2)	<input checked="" type="checkbox"/> Quantity Surveys (2)	<input checked="" type="checkbox"/> Check of Works	<input type="checkbox"/> -
<input checked="" type="checkbox"/> Engineer (1)	<input checked="" type="checkbox"/> Detailed Engineer (1)	<input checked="" type="checkbox"/> Planning Inspector (1)	<input type="checkbox"/> Other
<input type="checkbox"/> Contracted Sub-Contractor	<input checked="" type="checkbox"/> M&E Contract (1)	<input type="checkbox"/>	<input type="checkbox"/>

ISSUED ON ACT No

© RIBA Publications Ltd 2003

Contract Administration

- Variations & Cost Control

- What are variations?
- Why are they needed?
- How are they documented?
- How are they dealt with?
- What are the implications?

**Avoid adding in work or changing
your mind during construction**

“IT WILL COST YOU”

Contract Administration

- Other certificates
 - Extension of Time
 - Timescales for issue
 - Effect of certificate
 - What needed before issuing
 - Non Completion
 - What is the certificate
 - When is it issued
 - Why is it needed
 - Can they be cancelled

Notification of
Revision to
Completion
Date

Issued by: [Redacted]
Address: [Redacted]

Employer: [Redacted]
Address: [Redacted]

Contractor: [Redacted]
Address: [Redacted]

Works:
Sited at: [Redacted]

Contract dated: -

Job reference: [Redacted]
Notification no: 6
Issue date: 22 June 2008

Under clause 25.3.1 of the above-mentioned Contract,
I/we give notice that the Completion Date for
the Works _____ of the Works
previously fixed as
24 February 2008
is hereby fixed later than that previously fixed,
is hereby fixed earlier than that previously fixed,
is hereby varied,
and is now
07 April 2008

This revision has taken into account the following Relevant Events:
- installation of gas meter and final connection.

This revision has taken into account the omission of work required by the
following instructions:
-

This revision is made by reason of any/our revision:
[Redacted]

To be signed by or
for the above named
party

Signed: [Redacted]

Distribution: ☒ Contractor (1) ☐ Quantity Surveyor ☐ Clerk of Works ☐
☒ Employer (1) ☐ Structural Engineer ☐ Planning Supervisor ☐ Other
☐ Mechanical Sub-Contractor ☐ M&E Contractor ☐ File

FORM 4 for JCT 98 © KBR Construction Ltd 2003

Certificate of
Non-
Completion

Issued by: [Redacted]
Address: [Redacted]

Employer: [Redacted]
Address: [Redacted]

Contractor: [Redacted]
Address: [Redacted]

Works:
Sited at: [Redacted]

Contract dated: -

Job reference: [Redacted]
Certificate no: 1
Issue date: 30 June 2008

Under clause 24.1 of the above-mentioned Contract,
I/we hereby certify that the Contractor has failed to complete
the Works _____ of the Works
by the Completion Date 07 April 2008

To be signed by or
for the above named
party

Signed: [Redacted]

Distribution: ☒ Employer (1) ☐ Structural Engineer ☐ Planning Supervisor ☐
☒ Contractor (1) ☐ M&E Contractor ☐ Other
☒ Quantity Surveyor ☐ Clerk of Works ☐ File

FORM 5 for JCT 98 © KBR Construction Ltd 2003

Construction Act

The “Construction Act 2009” came into force on the 1 October 2011, and will apply to all construction contracts that are entered into on or after this date

- What is this
- Originally the Act was established to
 - Designed to maintain cash flow in construction contracts.
 - The “Scheme” for payment
 - Non payment implications
 - Rapid resolution of disputes

QUESTIONS

A few more questions for you

QUESTIONS

- How should schools engage in the design process?
- What type of contract would you use for a building project?
- Who should act as Contract Administrator?
- Who should instruct the builder?
- How and when should you pay the Builder?

Activity 2

- How should schools engage in the design process?

Employ design team / spend time developing the brief at early stages / agree designs

- What type of contract would you use for a building project?

A standard forms of recognised building contract

- Who should act as Contract Administrator?

Your Architect/Lead Consultant

- Who should instruct the builder?

The Contract Administrator

- How and when should you pay the Builder?

In line with the issued certificates & contract terms . Do not pay in advance.

Summary

- Allow sufficient time in the early stages for clear briefing
- Establish your budget early
- Formally appoint a competent design team
- Ensure all Statutory Approvals and notifications are obtained
- Ensure you sign off/agree designs at set stages
- Fully document the project before issuing for tender
- Have a formal building contract drawn up
- Have the Contract administered correctly
- Understand responsibilities defined within the contract
- Avoid design or scope changes during construction
- Understand the arrangements during the defects period