

• Construction Administration

AIA Small Project Forum

PIA

Editorial

Early in September, I sent a letter to all members of the Small Project Forum proposing that the role of local advisors be modified to eliminate the responsibility of providing material for the three reports published each year. So far, the response to this proposal has been generally favorable. When the Advisory Group met in Portland, Ore., on October 15, we discussed the reorganization, taking into consideration the members' comments.

Our primary goal is to have a Small Project Forum contact person at each component. Ideally, that person will organize activities at the local level to support AIA members who either have small offices or are working on small projects. This contact person will be given the title "Local Coordinator" to reflect the redefined responsibilities of the role.

Initially, if there is a local advisor already in the component, that person will be asked to serve in this capacity. If there is not a local advisor in the component, the president or executive director will be treated as the contact person and will receive mailings that currently are being sent to local advisors. If the president or executive director does not initiate programs oriented toward the needs and interests of

the SPF members, it is our hope that one of the SPF members of the component would volunteer to serve as local coordinator and take over the role. It seems more probable that this scenario would happen if the responsibility of contributing articles for the three reports published annually were removed from the job description.

One local advisor expressed concern that the "Editorial Board" referred to in my initial proposal might have too much power and/or censorship authority. He felt that the guiding responsibility implied by the working title "Editorial Board" should remain with the Advisory Group. He suggested that "contributors" or "contributors-at-large" would be a more appropriate way to recognize those who regularly submit articles for publication. He suggested that a roster of all those who had contributed articles over the past year be listed in each report. Perhaps the Advisory Group member with editorial responsibility for each report could email a solicitation for appropriate articles a month before the submission deadline for the report. The Advisory Group as a whole would continue to function as an editorial board for the reports.

The next question becomes, whom do we ask to contribute articles? Under the present system, articles are



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IN THIS ISSUE

- 1 Editorial
- 2 Construction Administration Is Like Parenting
- 2 Big Headaches for Small Projects
- 3 Getting the Project Built
- 4 Periodic Site Visit Procedures
- 5 If You Didn't Write it Down, it Didn't Happen

Tips & Techniques

- 6 The Next Show
- 6 Level the Playing Field
- 7 Site Visits
- 7 Small Project Forum Activities: Report from Philadelphia
- 7 Denver 2001
- 8 Can Standard AIA Contracts Be Used on Small Projects? (A Convention 2000 Recap)
- 9 Specifications and Contract Administration
- 10 2000 Advisory Group
- 10 Local Advisors

requested from a rotating roster of all local advisors. It is our feeling that 15 to 20 articles and tips constitute an ideal size for a report. For this Report #20, less than half of the Local Advisors whose turn it was to submit articles actually did so. If the roster of contributors were to increase to 250 (the approximate number of local components of the AIA), and they had the same rate of response, the report would have grown to almost 1255 articles. If the Advisory Board solicited articles from approximately 3,000 SPF members, we could conceivably receive 1,500 articles. How does the Advisory Group determine who shall be asked to contribute?

We decided to ask all current local advisors who have contributed articles to the reports on a regular basis to form the nucleus of the contributors group. Additional contributors will be recruited either by direct invitation or consideration of volunteers. We will also publish a calendar of report topics and accept unsolicited articles without guarantee of inclusion.

Comments? Volunteers?

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Construction Administration Is Like Parenting

*Randolph C. Henning, AIA
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Construction administration is a lot like being a parent and raising kids. If you choose a good mate (spouse/client) and do your job reasonably well (raising kids/producing construction documents), the odds are that the future is worth living. If not, Katie, har-

the door! As in construction, usually when a child is in trouble the cause is not immediate, but was created way in the past. And, unfortunately, the two things left are crisis control and hope for survival—and, given that prospect, hang on for a wild and sometimes extremely unpleasant ride.

The fundamental goals during the administration of construction should not be dissimilar to the overall goals intrinsic to any architectural practice: make a reasonable profit and, come away with a happy client and a good building. You should keep in mind (and hope) that the general contractor most likely has the same goals and will partner with you in this objective.

With these two primary goals in mind, the architect's ideal approach toward construction administration is to work with a general contractor with similar goals, to work as a team, to communicate, to check the ego at the door, to remember that he or she does not know everything, and to work out problems in the field as they occur in a timely and professional manner. And before the phase begins, the architect must hope the client is reasonable in his or her expectations and that the construction documents the architect prepared are thorough and complete.

I think most would agree that the construction administration phase usually has the greatest potential for making or breaking a project. And if you think of why, usually it is the basic things—like personalities, improper or lack of communication, egos, unrealistic expectations and the like—that make the illustrious attorneys the only winners.

Given my practice and experience, my comments here are based on working on projects within the private sector. And because of this personal preference, I do appreciate that the

simplicity of the process probably has been too narrowly, albeit briefly, presented. My hat is off to the small firms working with public entities like the government, school boards, and the like. I know it is possible; my only question is how successful is it? The general impression is that public work inherently contributes to the negative adversarial relationship between the general contractor and the architect, which in turn creates the necessity for much more time and attention during this phase than what a small practice can afford to provide.

Three huge contributors to the problem of public work are allowing unqualified general contractors to bid the work, being forced by law to take the lowest bid, and being legislated to use the multiphase approach for construction projects using public money. Adversarial relationships and too much time spent typically negate the two primary goals of architectural practice listed in my second paragraph and thus would equate to an unsuccessful project. And just how many unsuccessful projects can a small practice absorb? Most of us would agree that one is too many.

Big Headaches for Small Projects

*Laura Montllor, AIA
AIA Long Island*

Statistically, construction administration is the phase with many problems, and the greatest potential for litigation. In our practice, we have found these difficulties are magnified on small projects. The headaches resulting from construction administration on small projects can far outweigh the profits.

On large projects, with construction lasting many months, the architect has

time to review questions and propose design solutions. In contrast, on a small project the work moves at an accelerated pace, with only a few weeks of construction time. All decisions must be made very quickly. It is costly and aggravating for contractors to wait days for the architect's response.

CA consistently brings up problems that demand immediate attention. In larger practices, there is often one person solely devoted to CA. In smaller practices with fewer staff, CA tasks must be mixed in with other design and production work. This on-call nature of CA can be very disruptive to our work schedule.

Some of the problems that arise from small projects may seem unimportant, but they can have significant costs and be very emotionally charged. Our small projects are residential renovations and many of our clients live in their house while it is under construction.

Consequently, we encounter major disputes over seemingly minor, "bad roommate" behaviors such as smoking or garbage disposal. We demand that all smoking happen outside the home and that all debris is cleaned out of yards on a daily basis. To avoid breakage and/or theft of personal belongings, we encourage our clients to rent a lockable storage container. We also stipulate in the contract that the general contractor must supply a Port-A-Potty. These few items have made living through construction easier for the homeowner and saved us much needless aggravation.

At our office, we have debated many times on how best to charge for CA. We've tried using a fixed fee with a limited number of weeks of service but found that the unpredictability of construction schedules made this

method ineffective. We've tried defining CA services by a set number of site visits but found that method restrictive since so much of our CA work actually is phone communication.

We now offer CA as an option in our contract and charge at an hourly rate. To strongly discourage on-the-spot design changes, we also charge a hefty fee for each change order. With this fee structure, we can break even on the CA part of the job. Another problem with residential work is the common misconception that owners can make inspired adjustments to the work at their whim. Unfortunately, because clients often have a faulty understanding of structure, some of these "inspired" changes can be disastrous. To control these creative impulses, all of our drawings go out with the following indemnification clause:

INDEMNIFICATION CLAUSE

The Owner shall release, hold harmless and indemnify the Architect with respect to: any changes made to the construction documents by anyone other than the Architect, or changes in any aspect of the work, or failure by the Contractor to build in accordance with these construction documents.

All of these difficulties make CA demanding and very time consuming. I suspect many firms are avoiding CA on small projects. Still, CA services are very much desired by clients and we, as architects, are the best-trained professionals to represent our clients. At our firm, we have decided to be what Sarah Susanka calls the "Trusted Navigator" and guide our clients all the way through construction. We are committed to providing CA services no matter how much Tylenol we need!

Getting the Project Built

*Manuel Camilo Parra, Assoc. AIA
AIA San Antonio, Texas*

The architect, acting as a construction administrator, should always protect the interests of the client who wants the project built on time, within the estimated budget, and according to plans. Most cost increases and time delays are due to changes during construction, and most changes are the result of imperfect construction documents. Construction administration would be an easy task if the drawings and specifications were perfect. This, of course, is impossible.

To offset delays due to these changes, the architect needs to develop good administrative qualities: organization, documentation, and speed. Besides strong organizational skills and the ability to document events, the construction administrator's success will be measured by his ability to relate to the builder. The success of a project's construction phase depends heavily on the relationship between the architect and the builder.

The architect must have strong people skills and must be able to form a good working relationship with the builder. The builder is apt to do a good job if the relationship with the architect is positive. A good contractor will have the same goals as the architect. If both the architect and builder are on the same page, a working relationship is readily formed; it is easy to have a professional relationship when both people involved think alike.

Various setbacks can occur during a construction project. Problems can arise from misinterpretations on the part of the builder. The builder can misread the drawings, resulting in inadequate dimensions of built elements. Sometimes the drawings are

ambiguous, and the builder misplaces elements. When the builder and the architect have a strong relationship, they have formed a team and should not quickly blame each other for problems. Rather, they should have a discussion about the situation, keeping in mind that the client should approve any changes.

Other misinterpretations or ambiguous situations can result from verbal exchanges between the architect and the builder regarding changes. There are times when the construction administrator assumes that the change order that is not in writing is not valid. In a strong business relationship, such as that which exists between the builder and the architect, many situations are handled verbally. The architect may tell the builder to make a change, but may not specifically write a change order. One must always be careful in this situation because a verbal indication can lead to an invalid change.

Sometimes the architect is faced with the problem of working with an incompetent builder. The incompetent builder usually appears in public bids where there is no prequalification requirement and where the low bidder is awarded the job. This type of builder often is interested only in making extra money through the generation of changes orders, whether they be justified or not. It is easy for the relationship between the architect and the builder to deteriorate in this situation.

I was the construction administrator on a project with an incompetent builder who was awarded the contract because he was the low bidder. He started the job but stopped. He issued several unjustifiable change orders, claiming that the abbreviations on the drawings were not defined. Meanwhile, the subs walked off the job

because they were not being paid. We ended up having an argument. I let my emotions get in the way and lost sight of my client's priorities.

It is important to always maintain a professional relationship with the builder and to keep the client's goals in perspective. When a builder does not keep the client's goals in mind, it is the construction administrator's job to steer the builder in that direction, remembering to handle the situation professionally.

Periodic Site Visit Procedures

James E. Snyder, AIA
AIA Montana

The following are procedures for periodic site visits by personnel who are not full-time field representatives. It is necessary that anyone visiting a construction site for construction observation purposes understands the contractual relationship between the contractor or construction manager and the owner. This information should be provided by the project manager or the project job captain.

Authorization

Personnel should not visit a construction site without authorization by the project manager or the project job captain. The project manager or job captain should advise the contractor of the visit, giving the name of the individual, the date, and the purpose of the visit.

Purpose of the Visit

The principal purpose of most periodic site visits is to observe the general progress and quality of construction and to record and report the observations to the owner. It is also necessary

for record purposes to call to the contractor's or construction manager's attention any deviation from the contract documents verbally and in writing. Personnel cannot unilaterally reject the work; they can only recommend rejection to the owner.

Documentation of the Visit

Every individual who visits a site for periodic observation purposes or to review individual problems **MUST** record the visit, observations, comments, etc. Personnel should document the visit according to office procedures so that all visits are documented in a consistent manner.

A Field Observation Report must be used to record all site visits whether they are for general observation, for review of specific problems, or for whatever reason. This form should be filled out as completely as possible with notations and/or general observations as required. The Field Observation Report should be reviewed with the project manager or the job captain prior to distribution. Photographs are encouraged where appropriate.

Conduct at the Site

1. Conversations about the construction work should take place only when the general contractor or the construction manager is present. Conversation about the work with subcontractors or material suppliers is not desirable but is sometimes authorized by the general contractor or construction manager. In these circumstances, the discussion should be recorded with the general contractor or the construction manager.
2. When it is known that the person visiting the site is a representative of the architect, that person frequently will be approached by

construction personnel regarding interpretations, changes in the work, etc. Instructions or advice of any type should not be given to anyone unless approved by the project manager or the job captain. All such instructions should be in writing via letter or job memorandum format. No verbal instructions should be given. No instruction should be given directly to any subcontractor under any condition.

3. If on a site visit a field observer is involved in a meeting of some type and is asked about interpretation of the drawings, that person's reply should be deferred until after discussion with the project manager and/or job captain.
4. Site accidents: It is not the architect's responsibility to record or report accidents. If during a site visit the architect witnesses or hears about an accident involving personal injury, he or she should call the office and ask for instructions from the project manager. The architect should not discuss the accident with anyone on the site.

If failure of materials or an accident not involving personal injury occurs, the project manager should be notified immediately. It may be prudent to photograph the affected area and record it on paper as completely as possible.

These procedures are not intended to be restrictive or arbitrary but are necessary to minimize the firm's liability for any accidents that may occur on site simultaneous with a visit by personnel. The reports serve to record the activities of the field observer as well as to record construction activities in the event that the firm has to verify these things in the future.

If You Didn't Write it Down, it Didn't Happen

*Edward Z. Wronsky Jr., AIA
AIA Long Island East End Section*

During the contract administration phase, I generally visit the job site several times a week. During each visit I note the date, the time, the weather, the number and types of workers on the site, what they are doing, any extraordinary activities, and construction milestones since my last visit. When I return to the office, I fax or email my report to the owner and the general contractor. I then file the original document in a project binder.

If there are no workers on the site, or the site is messy, or the building is unsecured, I immediately call the general contractor and include either the reason for no workers or advise that the conditions have been corrected. I am not the construction supervisor; I am a tattletale and a nudge.

I also state in the General Conditions that there is to be a regularly scheduled job meeting held weekly, biweekly, or monthly. Attendance by the general contractor and the architect is mandatory. We work from an agenda that I prepare ahead of time based on the items discussed at the last meeting. For the typical small project, the meetings need not last longer than one hour.

If, at one of the meetings, the owner requests changes from the contract documents, whether it is moving a door or changing the flooring material, the change is noted in the minutes along with the resulting cost, if any, to the owner. If the contractor cannot determine the cost immediately and the decision must be resolved at the job meeting because of the construction schedule, I ask the contractor and

owner to agree to a total "cost to the owner" figure, not to exceed a maximum dollar amount. This procedure locks in the maximum amount that the owner must pay for the modification. If, several days later, the contractor finds that the change will cost more than the agreed upon limit, the contractor must get verbal authorization from the owner before proceeding with the substitution. I then send out a note recording the revised terms.

The day after the meeting, using the agenda that is still in the word processor as an outline, I write up minutes of the meeting, concluding with the following statement:

These notes represent my best recollection of the items discussed and decisions reached at the meeting and during subsequent phone calls. Unless I hear otherwise within ten (10) days of their distribution, I will assume that all in attendance agree with the accuracy of this transcription.
Thanks.

Because the meetings have been memorialized by minutes, these minutes become the official history of the project. Telephone calls, impromptu messages, and agreements that occurred between meetings should be referenced in the next meeting minutes. These communications may also warrant a special "memo to file," which gets the same distribution as the minutes. The collected minutes, site visit notes, and memos give everyone involved with the project a record of decisions and directions and are invaluable for refreshing memories about events and decisions that occurred throughout the job.

Tips & Techniques

The Next Show

Donald R. Wardlaw, AIA
AIA San Francisco

Over the years there is one trait I have noticed in most good contractors: the ones I enjoy working with because they do such a good job. Whatever they are building when I'm visiting, they had built mentally the previous week. They are building one thing but thinking a lot about what they are going to build the next week. I appreciate this so much because it gives us one last chance to optimize something before it is built, or to spot something not fully workable in the drawings (of which there are hopefully and normally very few). If I am making weekly visits, the contractors will always converse with me about the work ahead. What a joy! I do not, however, always have the good for-

tune of working with builders who normally think ahead like that. So I have formed the habit of always asking a lot of questions about what is going to be built next. If they will not initiate this discussion, I will. My questions seem to help. Maybe it is just good teamwork (and leadership) to sense and adjust for the natural strengths of the other team members.

Level the Playing Field

Lisa K. Stacholy, AIA
AIA Atlanta

Architecture is more than just design or construction. We believe it is the marriage of all factors, from an owner's project inception through the life of the facility. In order to have a "successful project," we must take care during all phases of design and construction to remember the broad definition above.

Based on our schooling as architects, we all are well versed for the design aspect of a project, so this tip is not about how to design. We have to work hard to guide the project through construction to maintain a perspective of the long-term view that all parties involved can see, relate to, and work toward. To that end, we work in the construction of a project with an "open book" approach. This means that at construction commencement, we outline (verbally) with the contractor and owner the course of construction we would like to see. Below are two main points of our "cliff-notes" of what we like to point out and use during the work.

1. We perform Construction Contract Administration, not construction administration. This is an important foundation to remember: the contract almost always will guide the

entire team in evaluating and progressing during the construction process. Refer to the contract often.

2. We schedule a Construction Kick-Off meeting. All parties can meet one another. We request construction schedules, submittal schedules, schedule of values, etc. for cursory review at that time. We review our expectations for contractor performance, outline the owner's role, and illustrate our role in administering the contract. Key points:

- a. Call to the attention of the architect any discrepancies between the physical characteristics of the construction and the contract drawings. (We do a lot of renovation work, so this one is a biggie.)

- b. Notify the architect of all scheduled municipality inspections for all phases of the project as soon as those inspections are called in to the inspection number. (Sometimes, we may visit the project when an inspector is scheduled to arrive.)

- c. Highlight key points in drawings and specs of items to be submitted. And state, in absolute terms, that non-conforming items will be rejected and returned without any review. (Sometimes, informing the general contractor upfront where you stand avoids conflicts later.)

- d. Make a visual list of "standards for punch list review." This is the point where we tell the general contractor what we expect from the contractor in terms of performance. (I usually couch my statement as, "I'm trying to help you have a very minimal punch

list; please make sure you take care of these things.") I reiterate portions of this punch list during all site visits

- e. Be clear on what you require for project closeout and punch list completion. (I usually let the general contractor know that if the project is incomplete and if closeout items are absent, I will suggest to the owner to "hold hostage" the final payment until all items are complete.) After the initial groans, the general contractor usually is thankful to know how high I have set the bar for contractor performance.

We have found that when we and the general contractor both review these points and the reasons for the work in an effort to maintain good, clear communication during the construction process, the owner sees a contractor and an architect who are committed to completing a successful project. Ultimately, this is the best marketing we could do for future projects.

Site Visits

*Mark L. Robin, AIA
AIA Middle Tennessee*

When I first arrive for a site observation, I go to wherever the drawings and specifications are kept. Sometimes that means my car's trunk. Regardless, I read those portions relevant to the work that is about to be seen. Usually a time lapse has occurred between my drawing and specifying and this present moment. So, by rereading these parts, I refresh forgotten information. Then as I actually observe the work, I appreciate being refreshed. Finally, I keep thinking transitions, terminations, and turns.

Small Project Forum Activities: Report from Philadelphia

Local Advisors Dinner for the Small Project Forum

(Wednesday, May 3, 6:00–9:00 p.m.)

This year's dinner, attended by 18 people, was held at Bookbinders. There was a roundtable discussion of "why architecture, and why a small firm." "Good as it gets" was just one of the positive comments we heard. Jack Smith, who will be the speaker at the Sole Practitioners' Breakfast in Denver, commented on the benefits of a small practice. Jack's comments were echoed by the mini testimonials of other attendees.

Brochure Exchange

(Friday, May 5, 5:30–7:00 p.m.)

Small-firm and small-project architects from around the country attended the AIA Small Project Forum PIA's annual review of marketing materials. Mary Lou Hecht of DYAD Communications, Peter Kery of McSorley Kery Design, and Rosemary Murphy and Jennifer Detwiler of Murphy Design reviewed brochures and other marketing tools submitted by the participants. Although only a few of the attending architects brought samples of their marketing materials, they and those who only listened in on the comments benefited from this opportunity for feedback from the four graphic design professionals. SPF is grateful not only to the designers who volunteered their time, but also to Carolyn Piven who arranged for their participation.

Sole Practitioners Breakfast

(Saturday, May 6; 7:00–8:00 a.m.)

Colleagues from around the country came together for this standing room only event. The exchange and presentation focused on practice issues facing the sole practitioner. Mark R. Wallace, AIA, created a morning that was both enjoyable and informative. Mark did a great job speaking on the challenge of combining good design with the perseverance and teamwork necessary for successful architectural projects. Next year at the convention in Denver, additional time will be added to the schedule for the breakfast to allow for more leisurely interaction. When asked to comment on the pros and cons of the myriad CAD systems available, Mark observed that discussing which computer drafting program is best is like having high school cafeteria arguments comparing Fords with Chevrolets. He also warned us not to draw more in the morning than we can erase in the afternoon. Of course, if you use a CAD system, that advice may be obsolete!

Denver 2001

Convention Activities in Denver:

Room assignments have not yet been made, but the activities are scheduled. Local Advisors Dinner for the Small Project Forum: Wednesday, May 16, 2001, 6:00–9:00 p.m. Attendance by invitation only.

Media/Market Exchange:

(formerly known as Brochure Exchange)—Friday, May 18, 2001, 5:30–7:00 p.m. This free event is open to all.

Sole Practitioners Breakfast:

Saturday, May 19, 2001, 7:00–8:00 a.m. (\$22—subject to change)

Can Standard AIA Contracts Be Used on Small Projects?

A Convention 2000 Recap

Session S131, presented by Carol Patterson, Esq., moderator; Dale Ellickson, FAIA; Joseph H. Jones, AIA; Laura Montllor, AIA; and Margaret J. Sedlis, AIA

The American Institute of Architects prepared its first Owner/Architect agreement in 1916. In its entirety, it was printed on one sheet of legal-size paper. Then, as now, the contract relied on good communication and trust among the signers to agree upon a working agreement and to memorialize that agreement in writing.

In the years since that first document was issued, there have been multiple revisions and editions. I am sure that each new edition has been greeted with criticism and skepticism. In 1989–1990, the AIA National Board of Directors asked the Institute to revise the documents once again. This time, however, the documents were to reflect a philosophical change in attitude toward architectural services. Rather than continuing the trend to diminish the architect's responsibility and consequent liability exposure, the new approach was to expand the scope of services that the architect could provide.

Once again, uproar swept the land. Particularly vociferous were architects whose practices included small projects. They felt that both of the documents issued in 1997—B141 and B151—were intimidating to the small project owners. Seminar S131 was designed to bring together the creators and the users.

Carol Patterson, Esq., of Zetlin & De Chiara LLP, opened the discussion by outlining the critical elements of a contract: what the architect will do; how long it will take; how much it will cost, including when payments are due; how much the retainer is, and when it is to be credited; and what you need from the client. Properly presented, the contract should shape the client's realistic expectations of the architect's services.

Dale Ellickson, Esq., FAIA, of the AIA staff, then gave a historic overview of the AIA document development, including the mandate to expand the scope of our services and to clarify gray areas that had frequently been the cause of disputes among owners and architects. There did not seem to be any articles that warranted removal for the sake of brevity, if indeed verbal effusion was the issue. Ellickson mentioned that the AIA is in the process of developing additional contract forms specifically for small projects and welcomed input from small project practitioners as part of the process.

Joseph H. Jones Jr., Esq., AIA, also from the AIA staff, mentioned that most callers he dealt with were interested in owner/contractor documents and how to hire a contractor now that the architect is no longer involved. They were seriously concerned with the whole process of contract administration.

Margaret Sedlis, AIA, is an architect who since 1995 has worked primarily as a management consultant with the Sedlis Asher Group in Manhattan. Ms. Sedlis stressed the importance of including the maximum information available in the project description: a list of the required rooms and their areas, structural and finish materials, names of owners' consultants and their

responsibilities, etc. If a space and relationship program and/or preliminary drawings have been developed, they should be referenced and included as part of the contract. The more detail that is in the contract, the greater the likelihood that the architect will satisfy the client's needs.

Laura Montllor, AIA, is an architect whose office, Montllor Box Architects, works almost entirely on small projects. She opened her remarks with a series of slides that addressed the difference between the typical small project owner and the more sophisticated clients who generally negotiate for architectural services. She noted that the initial meeting with the owner is often the first time the small project owner meets an architect. We (architects) enter their house as strangers and ask them to sign a long document addressing issues that had never occurred to them. Small wonder that they are nervous. In spite of our intentions to build good communications and trust, we are not in a position to develop a working relationship, let alone codify it in writing.

Ms. Montllor reviewed a sample proposal for "Design Consultation" that she uses in her practice. Easily typed on three pages, the proposal covers the areas that the architect will address, including a survey of the existing building, programming, schematic design, presentation to review boards if required, and the basis for compensation.

The proposal also includes about a dozen notes clarifying the architect's role and limiting the amount of redesign that is included in the fixed fee Schematic Design Phase. The owner, upon accepting the Final Schematic Design, is asked to attest to the following:

I (we) understand that this final schematic design is a preliminary drawing that indicates the general scope of the project in terms of the architectural design concept, the basic dimensions of the building, the major architectural elements, and the type of structural systems. I (we) understand that this final schematic design cannot be changed without incurring additional charges. I (we) have reviewed the layout and design and it meets with my (our) approval.

Only when the client has accepted the Final Schematic Design does Montllor Box present a fixed fee contract to prepare the construction documents and, in most cases, provide contract administration.

That contract, a standard AIA contract, is no longer too much, too soon.

*Reported by Edward Z. Wronsky Jr., AIA
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Specifications and Contract Administration

*Eugene A. Groshong
Arcom MASTERSPEC*

During contract administration, questions often arise about the intent of the drawings, but the disputes that result usually revolve around the question "What does the contract require?" Contract administration involves enforcing the requirements of the contract. If something is not in the contract, the architect usually cannot enforce it.

If the matter in dispute relates to the required quality of either materials or workmanship, the answer often can be found only in the specifications since

they are the part of the contract that contains those requirements. If the drawings show a window but the contract documents contain no specification for windows, the contractor is required to provide only a window, not a particular quality or brand of window. If the drawings show gypsum wallboard but no level of finish is specified, the contractor is obligated to provide only the lowest level that is commonly provided. In other words, without specifications, the contractor is required to provide only the lowest quality materials available and the lowest level of workmanship that is considered acceptable in the trade in question.

Some degree of quality control can be exercised by indicating manufacturers' names and product designations on the drawings. However, placing this information in specifications allows more lengthy descriptions to be used, such as listing several acceptable products and optional features and accessories that are required. The use of specifications also allows the level of workmanship to be described, unacceptable practices to be prohibited, and performance requirements to be stated. Specifications do not need to be lengthy or filled with legalese to stand up during contract administration; they simply must state what is required of the contractor, and the simpler they state that requirement, the better they will perform.

So, the first rule for applying the specifications during contract administration is simple: "Specify what you want, or you may not get it." The second rule follows from the first: "Insist on getting what you specified." A corollary to these rules is, "Don't specify more than you want." Many architects specify a higher degree of quality than they actually want on the

theory that they will not get what they specify. They reason being that by specifying more than they want, they may end up getting what they wanted in the first place. This practice leads to unrealistic specifications, often causing the contractor to view the architect as unreasonable. This practice also puts the contractor into a guessing game: "What will the architect really settle for?" Honest, realistic specifications that are fully enforced help take the games out of contract administration and let everyone know what the final results will be.

Enforcing the specifications also means that if you did not write the specifications but are responsible for administering the contract, you must read and know these specifications before going to the job site. By knowing what the specifications include, you can enforce them. If you are responsible for contract administration but did not write the specifications, feedback is another important aspect of your job: Tell the specification writer about problems that come up and discuss how the specifications can be improved to prevent these problems. Contract administration should always be viewed as a learning opportunity. By seeing a project through its construction process, opportunities to improve on details and specifications will arise. Expect these opportunities and look for them. Your practice will improve, and the problems that come with contract administration should become fewer and easier.

2000 Advisory Group

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*If you would like to report on
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 Project Forum from your area
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*The opinions expressed in this
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Sample Answers

- ① **List some of the sources of schedule setbacks on a construction project.** Imperfect construction documents, misinterpretations of construction documents, verbal exchanges that are not documented, losing sight of clients' priorities, lack of professional relationship/mutual respect among parties, and adjustments to work-in-process by non-professionals.
- ② **Describe some of the aspects of personal conduct to be followed for a construction site visit in a design-bid-build situation.** To visit a site, obtain *authorization* from a legitimate source. *Remember the purpose* of the site visit is to observe construction progress, not to reject work. *Document* site visits via a standard procedure and format. Discuss construction matters only with a person who is legitimately in charge. *Present all instructions in writing*, and defer interpretations of drawings until the architectural job captain or project manager has been conferred with. Do not become involved in a discussion at the job site pertaining to personnel injuries or material failures.
- ③ **Describe the role of specifications during construction contract administration.** Specifications are the key to determining what is actually required from the contractor. Specifications are the deciding elements in whether something is required or not: "If something is not in the contract, the architect cannot enforce it." There are three general aspects to the use of specifications (contracts) in construction: "Specify what you want or you may not get it. Insist on getting what you specified. Do not specify more than you want."
- ④ **List some of the items that should be discussed in a construction kick-off (preconstruction) meeting.**
 - Discrepancies and errors
 - Schedules of inspections
 - Key points in the drawings and inspections
 - How punch lists and project close-outs are to be handled
 - Schedules of job meetings and who will be required to attend
 - How process documentation will occur and what that documentation will entail
 - Who is on the distribution list
 - What are the types of process documentation that will occur, e.g. meeting minutes, memorandums to file.



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☐ Construction Administration

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Instructions

- Use the following learning objectives to focus your study while reading this report.
- Complete the questions below, then check your answers.
- To receive credit, fill out and submit the *AIA/CES Education Reporting Form*.

Learning Objectives/Questions

After reading this report you should be able to:

1. List some of the sources of schedule setbacks on a construction project.
2. Describe some of the aspects of personal conduct to be followed for a construction site visit in a design-bid-build situation.
3. Describe the role of specifications during construction contract administration.
4. List some of the items that should be discussed in a construction kick-off (preconstruction) meeting.