



Practice Management Digest

News & Best Practices from the PM Knowledge Community



Print this page |



Email this page

Features

Letter from the Editor and 2010 Chair

By *Cliff Moser, AIA*

This issue of the Practice Management Digest is divided into two parts: construction administration and transitions. Ken Bishop, of Anshen + Allen Architects (A+A) in San Francisco, gives an overview of contention in the construction industry. Ken is a senior associate at A+A and works as their construction administrator. For an activity that should be fairly straightforward (the architect observing construction of their design), the role of the architect in construction administration is fraught with conflicting requirements and opinions...[Continue Reading](#)

Introducing Donald Simpson the Newest Advisory Group Member

Donald Simpson, AIA, LEED AP is a graduate of Auburn University with a Bachelor of Architecture Degree. He serves as Chief Operating Officer and Senior Vice President for KPS Group, Inc. headquartered in Birmingham, Alabama...[Continue Reading](#)

Welcome to 2010 and the Practice Management Knowledge Community

By *Cliff Moser, AIA 2010 Chair*

As the incoming chair for the Practice Management Knowledge Community Advisory Group, I am cautiously excited about the challenges ahead.

I joined the AG in 2007, and looking back through a three year perspective provides the opportunity to soberly review the past and attempt to create a narrative and template for future actions...[Continue Reading](#)

PART I

Contention in the Construction Environment: Collaboration can be a contact sport

By *Ken Bishop*

Must there be contention in the construction environment? No one should depart from the highest standard of professional conduct under any circumstances - that is the official story (1). A steadfast and dispassionate demeanor is a noble aspiration – "Just the facts, ma'am"...[Continue Reading](#)

Construction Contract Administration: A Perspective for Design

By *Gary Chiumento*

As defined in the AIA documents, the Architect's services associated with construction contract administration services (CA), commences with the award of the construction Contract and ends, hopefully, on the date the Architect executes the final certification for payment to the Owner...[Continue Reading](#)

On Design Intent

By *Eric Lum, Ph.D., AIA, CDT, LEED® AP*

What is design intent? Or rather, how do we expect a third party to understand what the design intent of a project is supposed to be? Faced with a set of construction documents, the contractor is expected to interpret the true and correct version of the architect's design intent...[Continue Reading](#)

Construction Administration: Critical Risk Management Component

By *Timothy J. Corbett, BSRM, MSM, LEED GA*

Construction administration, specifically construction observation is a powerful

Winter 2009

In This Issue

Archive

- > [Winter Issue](#)
- > [Fall 2009](#)
- > [Summer 2009](#)
- > [Recession Issue](#)
- > [Spring 2009](#)
- > [Fall 2008](#)
- > [Summer 2008](#)
- > [Spring 2008](#)
- > [Fall 2007](#)
- > [Summer 2007](#)
- > [Spring 2007](#)
- > [Winter 2006](#)
- > [Fall 2006](#)
- > [Summer 2006](#)
- > [Winter 2005/2006](#)
- > [Summer 2005](#)
- > [Spring 2005](#)
- > [Winter 2004](#)
- > [Fall 2004](#)
- > [Summer 2004](#)
- > [Spring 2004](#)
- > [Winter 2004](#)
- > [October 2003](#)
- > [August 2003](#)

weapon for architects in their risk management arsenal. Certain clients understand the benefits when architects offer construction phase services...[Continue Reading](#)

Design Administration in Virtual Construction – Optimizing for the “Big Room” Experience

By Zigmund Rubel

Is CA craving architecture?

The design and construction process is transforming to respond to client’s demands of better faster cheaper. This demand needs to recognize that the constructor is absent in a traditional hard bid environment until a solicitation is tendered...[Continue Reading](#)

PART II

Letter from the Chair

By Michael Strogoff, AIA

As Queen Elizabeth II so aptly described 1992, the year that the marriages of her two sons Charles and Andrew broke down and Windsor Castle caught fire, 2009 proved for many architects to be an Annus Horribilis...[Continue Reading](#)

Practice Management Digest: A Brief History

By Robert P. Smith, AIA

On August 1, 2003 the very first issue of *Practice Management Digest (PM Digest)* was published by the AIA as an online e-Letter...[Continue Reading](#)

On Being a Volunteer

By Grant Armann Simpson, FAIA

It was my privilege to be a junior member of the Practice Management Knowledge Community Advisory Group (PMKC AG) during the years that Robert Smith, AIA worked toward and finally managed to muster the support to make the *Practice Management Digest (PM Digest)* a reality...[Continue Reading](#)

A Look Back

By Sara McCann, AIA

As Past Chair-2009, I will be leaving the Practice Management Advisory Group (PMKC AG) at the end of the year. I will relinquish my role and continue my focus as Principal of a 12 person firm in a small community...[Continue Reading](#)



Practicing Architecture | Knowledge Communities

Print | E-Mail | ShareThis



Letter from the Editor and 2010 Chair

By Cliff Moser, AIA

This issue of the Practice Management Digest is divided into two parts: construction administration and transitions. Ken Bishop, of Anshen + Allen Architects (A+A) in San Francisco, gives an overview of contention in the construction industry. Ken is a senior associate at A+A and works as their construction administrator. For an activity that should be fairly straightforward (the architect observing construction of their design), the role of the architect in construction administration is fraught with conflicting requirements and opinions.

Bishop has collected a sampling of diverse views on the subject: Legal opinions focusing on risk and standard of care, as well as practical, boots-in-the-mud observations from architects who watch their projects come to fruition under the skillful direction of general and trade contractors. For architects and their firms, there are many takeaways in his issue, and I hope that you find a few that you want to share with your colleagues and peers within the profession. I personally want to thank Bishop and his contributors for all the hard work in putting this issue together.

The transitions within the Practice Management Knowledge Community Advisory Group (PMKC AG) are the second part of this issue. Traditionally, at the end of each year, we celebrate a transition of our Advisory Group (AG) members. The five year cycle of members to chair and past chair continues in 2010 with Sara McCann, AIA moving on, and Michael Strogoff, AIA becoming past chair. I will take the helm as chair for 2010, and Donald Simpson, AIA, Senior Vice President of the architectural firm KPS Group, Inc. in Birmingham, Alabama, joins our other members, Scott Kuehn, AIA and Ray Kogan, AIA as our newest AG member.

This continuity of service ensures the knowledge capture and preservation that we, as a community of practice, provide for you, our members, in building and disseminating the body of knowledge to support the practice of architecture.

Another transition is noted in this issue, and that is the transition of this newsletter. Our *Practice Management Digest*, this forum for discussion and debate on all practice activities within the profession, will cease being distributed by AIA National after this issue. A result of economically induced reorganization at the National component, all KC published newsletters and journals will end their runs (in their current format), at the end of 2009. There are other changes within the KCs, most which we are still reviewing, that we will share with our members over the upcoming months, but the suspension of the *Digest* happens with this issue.

As a result of this transition, I asked past AG members for reflections on the *PM Digest*. Those observations are included in this section. They capture the dynamic nature of the profession, and provide a testament to how enduring (as well as changing) the role of an architect is today, as well as the past and future.

Thank you to all of our readers and contributors over the years. I've been helping edit issues of the *Digest* since 2006.

It's been a wonderful opportunity.

I've met and shared new and diverse voices within the profession, from Mary Poppendiek describing [Train Wreck Org Charts](#), to Dr. Cyndi Laurin, reflecting on what it means for an organization to [Be Quality](#).

All the issues of the *PM Digest*, including this one, are available on [AIA's Web site](#). When reviewing the archived articles, please send an email to the author, letting them know that you enjoyed the article and how you've utilized and shared the knowledge. It's a little bit of old-fashioned social networking that will help continue the connections and knowledge transfer that the PMKC hold as its mission and vision within the Institute.

Thanks again for your support. I'm looking forward to our next issue.



Advertisements

Learn more. Earn more. Expertise gets noticed. Autodesk, Oracle and Google Authorized training.



Thanks for being a member. AIA Trust Insurance & Financial Programs for AIA Members & Companies. AIA members could enjoy special savings on auto and home insurance with Liberty Mutual. Get a Quote Liberty Mutual.



THE AMERICAN INSTITUTE OF ARCHITECTS

Sign In | Renew Membership | Join AIA

For Members | For Leaders | Knowledge Communities | AIA Chapters

Go

- Home
- Practicing Architecture
- Contract Documents
- Conferences & Events
- Issues & Advocacy
- Education
- Career Stages
- Need Help?

Practicing Architecture | Knowledge Communities

Print | E-Mail | ShareThis



Introducing Donald Simpson the Newest Advisory Group Member



Donald Simpson, AIA, LEED AP is a graduate of Auburn University with a Bachelor of Architecture Degree. He serves as Chief Operating Officer and Senior Vice President for KPS Group, Inc. headquartered in Birmingham, Alabama. Donald has focused his career on providing design services for justice facilities, government offices, and financial institutions located throughout the nation. His experience includes managing large complex projects and mission-critical facilities for public and private agencies, including projects for the General Services Administration.

As Director of Operations, Donald's responsibilities include oversight of Information Technology, Specifications, Project Management, Financial Performance of projects, and Development of the 'KPS Way'. The 'KPS Way' focuses on facilitating innovation and creativity, promoting the interest of the client, the community, and the environment, and yielding quality, consistency, and profitability.



Advertisements

Learn more.
Earn more.
Expertise gets noticed.

Autodesk, Oracle and Google Authorized training.



Thanks for being a member.

AIA Trust
Insurance & Financial Programs for AIA Members & Companies

AIA members could enjoy special savings on auto and home insurance with Liberty Mutual.

Get a Quote

- Practicing Architecture
- Projects
- Awards
- Best Practices
- Business Resources

- Contract Documents
- About AIA Contract Documents
- New to Contract Documents?

- Conferences & Events
- Online Registration
- National Convention
- Event Calendar
- Travel Information

- Issues & Advocacy
- Federal
- State
- Local
- Get Involved

- Education
- Continuing Education System
- Find Courses
- Find Providers

- Career Stages
- Get Licensed
- Intern Development Program
- Mentorship



Practicing Architecture | Knowledge Communities

[Print](#) | [E-Mail](#) | [ShareThis](#)



Welcome to 2010 and the Practice Management Knowledge Community

By **Cliff Moser, AIA 2010 Chair**

As the incoming chair for the Practice Management Knowledge Community Advisory Group, I am cautiously excited about the challenges ahead.

I joined the AG in 2007, and looking back through a three year perspective provides the opportunity to soberly review the past and attempt to create a narrative and template for future actions. Architecture is a business, and our role as *your* professional voice for the business of architecture is to help provide the tools for growth and success. Architecture runs on projects and fees, expertise and staffing, as well as technology. In 2007, projects and fees seemed plentiful and abundant, expertise and staffing involved discussions of licensure and intergenerational workplace issues: Millennials properly integrating with their Boomer-run offices. Technology issues included early BIM integration.

As the profession moved through 2007, the economy began to show signs of negative change. In February, the US Treasury warned of the potential of a recession. By mid-summer the housing market was showing signs of distress, and in October the Dow Jones Industrial peaked at 14,200.

2008 continued to bring bad news. Architectural firms and staff were immediately affected as credit continued to tighten, and by the end of 2008 firms began shedding staff in response to a now global recession.

It's hard to imagine that anyone in the profession thought that 2009 could be worse. But it was. Strong firms that had held on through the previous two years now began to severely contract. Bad news continued driving the downward spiral, and by the end of this year, it was clear, that in many ways, the practice of architecture had irreversibly changed.

What will 2010 bring?

- More opportunity or even more risk?
- Greater architectural leadership and project integration or will it bring more commodization?
- Greater project diversity and complete building life-cycle involvement or narrowly-focused but profitable design opportunities?

Whatever happens, we'll be here to help you develop and use the tools to practice architecture. Welcome to 2010.



Advertisements

**Learn more.
Earn more.**
Expertise gets noticed.
Autodesk, Oracle and Google Authorized training.



Thanks for being a member.
AIA Trust
Insurance & Financial Programs for AIA Members & Companies

AIA members could enjoy special savings on auto and home insurance with Liberty Mutual.

[Get a Quote](#)

Practicing Architecture	Contract Documents	Conferences & Events	Issues & Advocacy	Education	Career Stages
Projects	About AIA Contract Documents	Online Registration	Federal	Continuing Education System	Get Licensed
Awards	New to Contract Documents?	National Convention	State	Find Courses	Intern Development Program
Best Practices		Event Calendar	Local	Find Providers	Mentorship
Business Resources		Travel Information	Get Involved		



Practicing Architecture | Knowledge Communities



Contention in the Construction Environment: Collaboration can be a contact sport

By Ken Bishop

Must there be contention in the construction environment? No one should depart from the highest standard of professional conduct under any circumstances - that is the official story (1). A steadfast and dispassionate demeanor is a noble aspiration - "Just the facts, ma'am." Think Sgt. Joe Friday or Mr. Spock. However, this posture does not reflect the real world truth about collaboration. It is messy, as with all endeavors human. Humor and contention also play an indispensable role in the collaboration process. Debate is another tool that we use to negotiate the work. Outlawing all forms of contention is actually counterproductive to collaboration for several important reasons.

Before proceeding with such a heretical position, it may be wise to inject a disclaimer. We all know that many modes of argument are harmful, egregious, inflammatory or otherwise vile. The point is not to advocate conflict for conflict's sake where obstinance, personal attack or egotism is underlying motivators. Nor is it to sanction inappropriate behaviors in service of some misguided adherence to a traditional view of us versus them, a stereotype of combative builder/designer relations. Generally, when argument gets personal, collaboration stops and we go to the unproductive zone quickly.

Schedule pressure along with mutable cost contracting (2) and risk management are usually at the root of fractious relations in construction. A good example of this is the yoke placed on a builder by the imposition of liquidated damages. This frequently causes onerous behavior even in the best intentioned builder. Schedule pressure is frequently used to leverage advantage or to ensure profit (or excess profit). It forces people and companies to make oppressive demands, inappropriately transferring work and responsibility. It makes good people take shortcuts and do questionable things. Resistance to shortcuts also causes strife.

Multiple advocacies exist in the building process. The system is designed to have checks and balances through contractual and professional obligations. For example, designers are obliged to review submittals in order to ensure that the builder understands intent in the documents. Builders are obliged to discover and report inconsistencies in the documents. Responsibilities here sometimes clash leading to argument. Process rules of engagement with respect to exchange of information need to maintain a high level of efficiency. Otherwise the building process becomes hamstrung. Everyone has due diligence to perform. Often the self interest of one party seeks to exploit the process. This sponsors aggressive postures as well as pushback to those postures. Clashes result. Contractual boundaries are probed to test for weakness or opportunity. Testing for porosity along contractual boundaries can lead to hostility, especially if someone is adversely affected.

Visceral reaction is part of our DNA, we are emotional creatures. Debate is just as necessary to the human condition as other emotions. Like humor, quarrel can be cathartic and therapeutic, it can relieve stress. Contention can be dispiriting, but it can also be enlightening. On projects, we are strangers who are temporarily thrown together under schedule pressure. We must become familiar with each other. We need to know what makes others tick, what makes them human, before trust will take hold. One way to become familiar is to argue. Debate reveals much about us; our strengths, vulnerabilities and intentions. Sometimes we challenge others to improve their performance through debate. We also fight to set and test boundaries. Visceral expression of expectations can be necessary to maintain clear boundaries when subdued forms of communication fail to get the job done. The poke and counter-poke, using both humor and debate, are one of the many innate methods humans use to become familiar with one another.

Suppression of debate can sponsor ongoing resentment and passive/aggressive mini-rebellions - acts that degrade collaboration. Pandering to fear of candor and disagreement by banishing contention does not produce harmony in the ranks. Rather, it buries frustrations and anxieties that need outlet. Pent-up stress will find its way to daylight through other passageways like small acts of personal resistance; malicious compliance, small moments of sabotage or premeditated indifference. These coping mechanisms disengage otherwise diligent individuals from the process and these forms of disengagement are insidiously incremental, hard to measure. If allowed to accumulate, they can eviscerate productivity, stall forward momentum and even facilitate project disaster.



Advertisements

Learn more.
Earn more.
Expertise gets noticed.

Autodesk, Oracle and Google Authorized training.



Thanks for being a member.

AIA Trust
Insurance & Financial Programs for
AIA Members & Companies

AIA members could enjoy special savings on auto and home insurance with Liberty Mutual.

Get a Quote

Conflict should not be encouraged, but neither should it be suppressed. In the crucible of construction administration, tempers get hot sometimes, like so many electrons flying around in a confined space - friction is unavoidable. Debate as a mode of honest self expression provides a sense of freedom to the individual. In collaboration we need permission to speak freely and argue the results without undue fear of retribution from superiors or peers. Good behavior cannot be legislated, nor can it be subpoenaed. So we should not disburden ourselves of involvement with anything 'nasty' for fear of harshing someone's mellow.

Navigating contention is tricky business however. Debate is a double-edged sword. It can go bad in a hurry. Quarrel is not an acceptable default modus operandi. Disagreement comes with rules of engagement like everything else in the construction process. Cross the line and anyone can quickly find themselves ostracized. Argument, absent of reliability and fairness, can permanently render people untrustworthy. Our guts speaks loud and clear when a line has been crossed and genuinely apologizing for violating boundaries shows your crewmates that you are human, worthy of trust.

Contention can be instructive. What appears in the short term to be uncooperative can actually be beneficial in the long run. Rigorously imposing protocol discipline on a crew of inexperienced, overworked and now-focused builders and architects within an RFI or submittal system early in the project can improve their work product. Raise quality expectations now so that the system operates efficiently in the long term. This process often sponsors contention and debate. Habitual failure to understand that poor performance at your job causes me to fail at my job (or vice versa) is a lesson not always learned by conventional discussion. There are moments when repeatedly asking nicely simply does not get the job done.

Contention can break trust but can also build trust. How people perform under duress tells us much about what they are made of; whether they are fair and trustworthy. Debate exposes and tests limits, mettle and dedication. It can provide a necessary relief valve under pressure situations. It can administer tough-love at crucial moments by building thick skin; teach tenacity, doggedness and drive.

The presence of contention does not mean people don't share a common goal for project success. Interests diverge, especially under schedule pressure. Debate can reconcile those interests if mediated fairly by well-developed situational judgment. Learning to negotiate debates separates the collaborators from the benchwarmers.

Sadly, when relationships between project constituents become defined by their differences project trajectory degrades. However, when reliability is the foundation of relationships then debate and contention on everyday issues do not become unhealthy or debilitating. Reliability in construction administration is everything. Therefore the mission should not be to eliminate argument, by inoculating the process with some sort of highfalutin teaminess (3) shtick. Rather, the mission needs to be: establish reliability early and maintain it through superior performance. Where reliability is present, implementers will accept debate. If properly deployed, argument enhances collaboration. Agreeing to disagree is a mature form of problem solving. Real-world collaboration can be a contact sport.

Endnotes: Project leaders often impose a no-fighting rule among the ranks. It is unprofessional to negotiate positions and settle differing or conflicting viewpoints by argument they contend. Just work it out without raising your voice is the mandate handed down from those distant from the action. Honest debate and speaking one's mind is made to be unseemly, not worthy of the spirit of teamwork. There are also the politically correct publications expounding the benefits of various project delivery methods for producing a successful project that tell how to collaborate without arguing, like good little kids.

Broken Buildings, Busted Budgets: how to fix America's trillion dollar construction industry, Barry LePatner, 2007, The University of Chicago Press, page 27 - The current paradigm at work in construction today is deceptively simple. Contractors (and subcontractors) competitively bid not for a fixed price contract, but for the exclusive right to increase the initial cost of their agreement later, during construction. Post-contract award, all competitive pricing for changes, additions and scope gaps to the work ceases. This bedrock principle termed mutable-cost contracting prevails in the industry as the primo gig for contractors that anyone has yet to beat.

Shop Class as Soulcraft: An Inquiry into the Value of Work, Matthew B. Crawford, 2009, The Penguin Press, pages 153. In this setting, to be judged successful, "it seems to boil down to an imperative to develop a disposition of teaminess" according to Crawford. The prime directive from peers, colleagues and management is to remake one's self in a way simpatico with the Team and its mission. Apparently, we live in the age of teaminess, where fitting into the collective ethos overshadows beneficial forward momentum in the execution of the work. Here, the standard for success is not really the success of the work; rather success is measured in our display of high level buy-in to the team. It is not knowledge that is the job requirement; rather it is the projection of a certain kind of personality - an affable complaisance as Crawford puts it. Certainty and morality must be checked at the door in favor of provisionality.

About the Author: Ken Bishop is a construction administration specialist with 26 years experience. He has worked predominately in the San Francisco bay area on a wide variety of project types. He is a graduate of California Polytechnic State University, San Luis Obispo and attended graduate school at Cornell University in

architecture. He has written on the subject of construction administration. He also plays golf, but poorly.

Practicing Architecture
Projects
Awards
Best Practices
Business Resources
Architectural Research
Economics
Member Groups &
Communities
AIArchitect

Contract Documents
About AIA Contract
Documents
New to Contract
Documents?
How to Purchase
Training & Resources
Support
Reference Material
Give Feedback

Conferences & Events
Online Registration
National Convention
Event Calendar
Travel Information

Issues & Advocacy
Federal
State
Local
Get Involved
Contribute to ArchiPAC
Governmental
Resources

Education
Continuing Education
System
Find Courses
Find Providers
Programs at Convention

Career Stages
Get Licensed
Intern Development
Program
Mentorship
Careers in Architecture
Member Groups &
Communities
Resources

[About AIA](#) | [Contact Us](#) | [Find an Architect](#) | [AIA Store](#) | [Jobs](#) | [Pressroom](#)

[Site Map](#) | [Get Support](#) | [Give Feedback](#)

Connect with The AIA:       

© 2011 The American Institute of Architects [Privacy](#)



Practicing Architecture | Knowledge Communities

Print | E-Mail | ShareThis



Construction Contract Administration: A Perspective for Design

By Gary Chiumento

As defined in the AIA documents, the Architect's services associated with construction contract administration services (CA), commences with the award of the construction Contract and ends, hopefully, on the date the Architect executes the final certification for payment to the Owner. For many Architects, the time spent between those milestones is sheer drudgery, looked upon with the same expectation as a six-month root canal. Perhaps this perception is driven by two separate but ultimately related issues.

First, CA services are focused on the administrative aspects of construction instead of design process (the reason that most Architects entered the profession). Second, design issues and, too often issues having little to do with design, surface and morph into construction defect litigation. The dread of this process can become a self-fulfilling prophecy. By changing this perspective, however, it may be possible to dispel some of the negative aspects of CA performance. An Architect who sees CA as a necessary, integral and even helpful part of the overall design process is much more likely to perform these duties effectively while minimizing claims risks associated with these tasks. It is the author's intent to propose necessary prerequisites for successful CA and a new and challenging perspective to its performance.

Prerequisites for Successful CA

A Good Contract

Successful CA depends on a clear set of expectations by the Owner, Architect and Contractor. These expectations are often misunderstood and therefore either misstated or unstated. Use of an appropriately scaled AIA Owner-Architect agreement is strongly recommended. It remembers critical items and describes them in sufficient detail to make the Architect's scope of work clear to all who bother to read it.

Further, reliance on the A201-2007 General Conditions of the Contract for Construction, which specifically identifies for the Contractor the Architect's construction phase duties, is also a tested method of communicating this information to the contractor. Where these documents are unavailable, the Architect should memorialize in writing the specific tasks, including frequency and timeframes. Leaving these critical items unspoken will undoubtedly lead to liability risks.

The Architect should be careful how it seeks compensation for its contractual services. Often, the Architect, not altogether unlike the contractor, loses enthusiasm for a task where it perceives it is not being properly compensated. Make sure that your compensation fits the scope, intensity and frequency of the construction administration services promised under the contract.

The CA Team

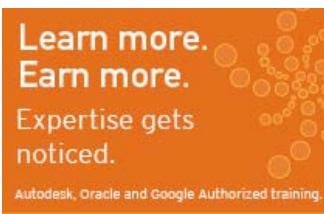
Where the Architect's project is sufficiently involved that he cannot on his own accomplish the contractually required tasks, a well-defined and trained team is a requisite. It would be far better and less provocative of risk to refrain from CA altogether than take it on and do it poorly. The Architect's personnel must be thoroughly familiar with the plans and specifications and the Owner's program. Unfamiliarity with these design components could set a negative tone for the rest of the project.

Construction Documents

It is assumed for purposes of this Article that the Architect (and his consultants) have diligently prepared and coordinated the design documents moving from schematic, through design development and to construction document phase with the Owner's involvement and approval. Additionally, the involvement by the Owner's construction manager to assess "constructability" of the design should be embraced as it provides an opportunity for identification of design issues at an early stage by one who can now become the architect's collaborator and design defender.



Advertisements



Communications Techniques

Mobile phones, fax machines, computers with internet access and email capability are standard equipment but the Architect's communications effectiveness is vastly increased by the following:

1. **Immediate response to inquiries.** While the Architect may not have the answer immediately, he should nevertheless respond immediately. Trust and confidence in the ultimate ability of the Architect to resolve problems effectively as they arise is furthered by the Architect's acknowledgement of receipt and a brief outline of the steps he will take to resolve such problems (including, where appropriate, a timeframe for resolution).

2. **Use of Forms.** The Architect should create forms for his own use and that of the Contractor (requests for information, submittals, change orders, substitution requests, payment applications, etc.). Communications in a format readily recognizable to all can speed and enhance the effectiveness of the Architect's response.

Construction Administration Activities

Pre-Construction Meetings

While design clarification can happen at numerous points prior to construction (when there are likely to be fewer and less costly impacts) the pre-construction meeting is a critical milestone. The Architect, hopefully, has the Contractor's attention focused on the work. The Architect should not lose this opportunity to make sure the Contractor has a clear understanding of the design intent. If this conference produces questions, albeit later in the process than usually desired, it can still save many hours of labor (design and construction) and thousands of dollars. This may be the last opportunity to provide a no-or-low cost modification to the design.

This is also a good time to remind the Contractor (in writing) of the importance of time deadlines, the negative impact of "dumping" submittals and the prohibition of using submittals as vehicles for substitution or other Contractor variations from the design.

Site Visits and Job Meetings

Typically, the Architect is required to visit the site at intervals appropriate to the stage of construction. On larger projects, this may occur simultaneously with attendance at job meetings. The meeting with Contractors provides additional opportunities to ensure that the Contractor understands the design and is carrying out the designer's intent. If there is a true flaw or issue with the design (as opposed to a Contractor's identification of a "change order" opportunity) then the process is intended to give the Architect yet another opportunity to provide a practical, cost effective design solution. If you are not present, the assumption will be that the problem is a "design flaw" and it will not be solved in a "value engineering" fashion.

Submittals

The General Contractor may say that he understands the construction documents, but talk is cheap. Submittals are the Architect's way of making the Contractor "walk the walk". The process helps the Architect determine if the Contractor actually understands the design intent and is prepared to construct. Unfortunately, problems begin to appear at the point where the Contractor is required to draw up what he expects to do. The 2007 Edition AIA Documents define both what the Architect's review is and, significantly, what it is not. The purpose of the review is checking for conformance with the information given and the design concept expressed in the construction documents. It is not to determine accuracy or completion of dimensions, quantities and installation and performance of equipment or systems. Nor does it constitute an approval of construction means, methods, techniques, sequences or processes.

Because submittals are often the subject of delay damages by Contractors, the Architect should be vigilant for Contractor failures to adhere to the submittal schedule. Failures to provide timely submittals or attempts at "dumping" submittals on the Architect in a fashion pre-ordained to cause late response should be documented early in the process.

Requests for Information (RFI)

If used properly, the RFI seeks clarification concerning the designer's intent. All too often, however, the RFI masks either the Builder's desperate plea to tell him "how to build it", or a set-up for a change order premised on an alleged design error or omission. The wise Architect would do well to be on guard for and resist either of these attempts.

The RFI should be handled promptly and professionally. It should answer the question "what is the design?" not "how am I supposed to build it?" The Architect should also be thinking about defending the design from error or omission change order: Do the plans and specifications taken together describe the designer's intent so that the average, reasonably prudent builder would be in a position to fabricate and install the subject building system? Is this an attempt by the Contractor to make up monies left out of the bid for the specified

item?

Payment Applications

Often, the Architect is asked by the Owner to review and approve payment applications from the Contractor. Hopefully, the provisions of the AIA Documents associated with payment will be used as it includes necessary words which describe the process accurately. The process again provides the Architect with the opportunity to review his design and confirm that its intent is being carried out by the contractor. Here, each party is putting its money literally where its mouth is figuratively. The Application process is taking on added significance as Owners are using it as yet another vehicle to hold the Architect accountable for payments to contractors for work done poorly or not at all.

Completion Inspections

Perhaps the last and most telling opportunity to define the design and confirm its successful articulation are the inspection requirements for substantial and final completion. Here, the Architect is obliged to determine (in the only two times defined under the AIA documents as Architects "inspections") that the work is available, functionally and aesthetically, for the Owner's intended use and purpose. Everything that impedes a determination of substantial or final completion detracts from the project meeting the design intent. The inspections should be made with this in mind as well as the legal and financial consequences of completion. The safety net of a Punchlist will be scant consolation if the list is so long or involved that everyone loses enthusiasm prior to rushing off to the next project. Care should be taken to distinguish a "Punchlist" before Final Completion from a list of problems or unfinished items which impedes the Architect's determination of Substantial Completion in the first instance.

If the Architect sees himself as little more than a glorified Clerk of the Works, then he will be relegated to pushing paper rather than taking responsibility for design during the critical construction phase. If the Architect, on the other hand, takes the perspective of providing professional services with the intent of defining and clarifying the design, he will realize the ultimate goal of fulfilling the Owner's program requirement with the vision he intended at design inception.

AIA Disclaimer: This article represents the opinion of the author and not necessarily that of the American Institute of Architects. It is intended for general information purposes only and does not constitute legal advice. The reader should consult with legal counsel to determine how laws, suggestions, and illustrations apply to specific situations.

About the Author: Gary C. Chiumento is a cum laude graduate of the University of Pennsylvania (BA 1976) and Rutgers Law School (JD 1979). Since 1982, Mr. Chiumento's practice has been devoted to the representation of Design Professionals. He is the founding member of Chiumento McNally of Cherry Hill, N.J. He has published numerous articles on topics of interest to the design and construction community and is a frequent speaker on these topics. He is admitted to practice before the United States Supreme Court, the United States Court of Claims and the Supreme Courts of New Jersey and Pennsylvania. He is the co-author of Construction Administration for Architects (McGraw-Hill 2009).

Practicing Architecture	Contract Documents	Conferences & Events	Issues & Advocacy	Education	Career Stages
Projects	About AIA Contract	Online Registration	Federal	Continuing Education	Get Licensed
Awards	Documents	National Convention	State	System	Intern Development
Best Practices	New to Contract	Event Calendar	Local	Find Courses	Program
Business Resources	Documents?	Travel Information	Get Involved	Find Providers	Mentorship
Architectural Research	How to Purchase		Contribute to ArchiPAC	Programs at Convention	Careers in Architecture
Economics	Training & Resources		Governmental		Member Groups &
Member Groups &	Support		Resources		Communities
Communities	Reference Material				Resources
AIArchitect	Give Feedback				



THE AMERICAN INSTITUTE
OF ARCHITECTS

For Members | For Leaders | Knowledge Communities | AIA Chapters

[Sign In](#) | [Renew Membership](#) | [Join AIA](#)

Go

[Home](#) | [Practicing Architecture](#) | [Contract Documents](#) | [Conferences & Events](#) | [Issues & Advocacy](#) | [Education](#) | [Career Stages](#) | [Need Help?](#)

Practicing Architecture | Knowledge Communities

[Print](#) | [E-Mail](#) | [ShareThis](#)



On Design Intent

By Eric Lum, Ph.D., AIA, CDT, LEED® AP

"The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents." AIA 201, General Conditions 4.2.13

What is design intent? Or rather, how do we expect a third party to understand what the design intent of a project is supposed to be? Faced with a set of construction documents, the contractor is expected to interpret the true and correct version of the architect's design intent. As a design passes from its conceptual phase to the final built project, it goes through several iterations, each time changing its identity slightly, like the children's game of Telephone. The design shifts to accommodate structure, services, construction materials and practices, budget, and other constructability issues. In large projects, the specialized design team members frequently change during each phase, each time leaving the new members the task of interpreting the design intent of the previous phase. Specifications lend yet another layer of complexity to the process, ostensibly defining the quality and acceptable standards of construction, but in doing so also incorporating another set of written descriptions that needs to be interpreted by the builder.

Where projects are smaller and architects have greater control of the end product, the distance between design intent and built construction can be minimized. The work of Carlo Scarpa, or more recently, Glenn Murcutt, can be seen as examples of architects who have an intimate hand in, and knowledge of the abilities of the local building trades, and can consequently understand how to best utilize their resources towards a design goal. Bespoke projects may be crafted with a high degree of care when the architect has a direct relationship with the builder.

In cases where architects are also the contractors, a true integration of design-build is potentially possible, though in many of these cases it is a contractor led practice that leaves design subservient to the expedencies of construction.

These examples are few and far between. The majority of large scale projects do not have the luxury of an intimate connection between design and construction; most have one or more layers of intermediaries that further distance the gap between the concept and its realization. Schedule pressure due to fast-track construction - now the norm for most large projects - adds to the tendency to settle for 'close enough', rather than working out the intricacies of a design concept. Contractors, subcontractors, specialized consultants and technical representatives who are there ostensibly to expedite the process, wind up pushing the project towards an end product that is close enough to, but not quite exactly what the architect had in mind.

This is why perhaps, projects that appear well designed and seductive in photographs do not hold up in real life - the level of craftsmanship and detailing that one assumes or hopes for is simply not there. This is not a criticism of the architectural design documents or the contractor's skills, but rather of the intermediary processes that appear in contemporary construction practices. The standardized components that hold a building together has a degree of uniformity that, drilling down to the level of detail makes all large projects look alike. Products that are chosen from manufacturer lines reinforce this look of sameness.

Shop drawings are yet another level of interpretation that muddies design intent; like multiple iterations of a photocopy, shop drawings are second or third level transformations of design documents, usually done by someone miles and contractually removed from the design process. As drawings of drawings, shop submittals invariably do not conform to the architect's design concepts because often times the fabricator and drafter are simply guessing at the intent. Like translating from one language to another, shop drawings interpret architectural drawings in the idiom of their own materiality and fabrication process, creating something which can look like a caricature of a design idea. Pre-formed units and standardized assemblies dumb down original concepts to generic outcomes.

Conversely, for large scale projects, design architects for the most part are not the architects who review shop drawings; that task is relegated to others who may be technically competent, but who were not involved in the



Advertisements

Learn more.
Earn more.
Expertise gets noticed.

Autodesk, Oracle and Google Authorized training.



Thanks for being a member.

AIA Trust
Insurance & Financial Programs for AIA Members & Companies

AIA members could enjoy special savings on auto and home insurance with Liberty Mutual.

Get a Quote

Liberty Mutual.

design process, and so are also guessing at how to best interpret contract drawings. Given this state of affairs, how do we return to a place where design intent corresponds more closely to built construction?

Here it may be instructive to reexamine Frank Lloyd Wright's architectural practice. In spite of the questionable profitability of his firm, for six decades Wright managed to build several hundred projects throughout the United States that reflected his singular design thinking with remarkable consistency. Wright's employees were assigned as job superintendents, and held up a consistent set of guidelines for the contractor to follow.

This of course was possible in a pre-litigious era when architects were able to supervise and inspect, without the ruinous legal consequences that the discipline faces today in American practice. In today's environment, architects need to participate in new and innovative ways that facilitate a closer connection to the field condition.

CNC milling, where architectural documents can be used as the basis of fabrication, points to an area where architects are able to have a more direct involvement with the construction process. Not every part of a building can or should be produced from the architect's drawing set, but new manufacturing techniques are now able to precisely reproduce the architect's intent. Because of this, architects must begin to shift their mindset about the work they produce from being abstract representations of 'design intent', to being an accurate set of instructions for fabrication; in essence taking greater responsibility for shop drawings.

IPD is another collaborative framework which promises to involve the architect more closely and safely with the construction process, though the impetus for this seems to be largely in regards to the optimization of time and cost, rather than a desire to understand the design intent of the architect's work.

Prefabricated building, another catchphrase du jour, is frequently found to be significantly more expensive than promised, again because site conditions prove more complex, and the unknowns of local labor, permitting, storage, delivery, and other factors arise.

The reality is that drawings and specifications have an inherent level of ambiguity and questions which architects and contractors do not know the answers to until the work is underway in the field. Design intent itself may not be fully understood until all parties contribute their knowledge. Buildings simply cannot be built like toasters because they are vastly more complex mechanisms where not all the pieces are known, each site has unique properties and issues, and that solutions arise from working them out in the field.

There needs to be a legal and procedural framework in place which explicitly acknowledges that drawings and specifications are inherently incomplete, and that work must be worked out on site. RFI's have been the traditional method for dealing with questions that arise in the process of construction, but this is more often used as a mechanism to insert additional costs and services, or to justify construction delays.

Instead, it should be acknowledged that requests for information are field conditions that occur precisely because all parties in the construction contract encounter unforeseen conditions, and are not simply a claim of incomplete and imperfect documentation. Otherwise errors and omissions should have been caught by the contractor and owner during review and bidding. Construction collaboration needs to discard the dysfunctional attitudes in the construction phase, and work towards the best interest of the project, and not the individual team.

This is not to say that we can not agree to disagree, which as Ken Bishop points out, is also part of the process of producing a building. Disagreement can prove fruitful in being able to uncover all sides of an issue; however, this should not be in the context of an environment which rewards and perpetuates blame and finger-pointing. Design intent should be the goal of all parties involved, and not simply the architect's folly.

About the Author: Eric Lum, Ph.D., AIA, CDT, LEED® AP, is an Associate with Anshen+Allen Architects, and teaches architectural design theory at the Academy of Art University, San Francisco.

Practicing Architecture	Contract Documents	Conferences & Events	Issues & Advocacy	Education	Career Stages
Projects	About AIA Contract Documents	Online Registration	Federal	Continuing Education System	Get Licensed
Awards	New to Contract Documents?	National Convention	State	Find Courses	Intern Development Program
Best Practices	How to Purchase Training & Resources Support	Event Calendar	Local	Find Providers	Mentorship
Business Resources	Reference Material	Travel Information	Get Involved	Programs at Convention	Careers in Architecture
Architectural Research	Give Feedback		Contribute to ArchiPAC		Member Groups & Communities
Economics			Governmental Resources		Resources
Member Groups & Communities					
AIArchitect					



THE AMERICAN INSTITUTE
OF ARCHITECTS

For Members | For Leaders | Knowledge Communities | AIA Chapters

[Sign In](#) | [Renew Membership](#) | [Join AIA](#)

Go

[Home](#) | [Practicing Architecture](#) | [Contract Documents](#) | [Conferences & Events](#) | [Issues & Advocacy](#) | [Education](#) | [Career Stages](#) | [Need Help?](#)

Practicing Architecture | Knowledge Communities

[Print](#) | [E-Mail](#) | [ShareThis](#)



Advertisements

Learn more.
Earn more.
Expertise gets noticed.

Autodesk, Oracle and Google Authorized training.



Thanks for being a member.

AIA Trust
Insurance & Financial Programs for AIA Members & Companies

AIA members could enjoy special savings on auto and home insurance with Liberty Mutual.

[Get a Quote](#)

Construction Administration: Critical Risk Management Component

By Timothy J. Corbett, BSRM, MSM, LEED GA

Introduction

Construction administration, specifically construction observation is a powerful weapon for architects in their risk management arsenal. Certain clients understand the benefits when architects offer construction phase services. However, driven by slow economic conditions, many clients are asking architects to do more, with less, including reducing or eliminating construction phase services. Other clients decide they will administer the construction contract themselves or decide to use a third party instead of the architect. Clients have also held the architect to a higher standard of care when providing construction observation services. How do these actions affect the architect? They significantly increase risk and liability exposures.

Construction Phase Risks

Details in design documents cannot anticipate every contingency that may occur during the construction phase. If the architect of record is not retained providing clarification of the plans and specifications, it increases risk based on someone else's interpretation of the contract documents. These decisions have led to project confusion, delays, increased costs, disputes and claims between the owner and architect.

Architect's feet are being held to the fire by certain owners and contractors' asserting the architect has a similar responsibility of the contractor for discovering all defects on the project. Based on this distortion and unrealistic expectation of construction observation services, owners and contractors have stated the architect should be a warrantor of the contractors work. These expectations dramatically increase the architect's standard of care and risks associated with construction phase services. Certain court cases have ruled in clients favor stating if architects fail to detect the contractors defective work, they had a duty to guard the owner against "all" non-conforming work on the project, although much of that work was completed when the architect was not present on-site. There are plaintiff attorneys that continue attempts to hold architects accountable for this higher standard of care for construction phase services.

Standard of Care

The architect's construction observation standard of care, unless increased by contractual provisions is identified in general terms as; "responsible care for discovering and reporting nonconforming work through observation at certain times during the construction phase and generally familiar with the work and reporting the general progress and quality of the work, as completed, to the owner." The architects' construction phase service standard is clearly different from the contractor with they are responsible for the means and methods of the construction process.

Assignment of Construction Phase Risk

All parties involved in the design and construction process of projects share in a significant amount of risk. The most effective risk management strategy is having the party with the responsibility of providing the service, have the responsibility for managing the associated risk. Architects of record not permitted to perform construction observation services through the construction phase, do not have the ability of managing that risk. However, in many cases they will still have a great deal of liability and exposure. Architects providing construction phase services are in a better position to protect the client's project interests, offering clear interpretations of design documents as well as mitigating their own risk. This reduces the misunderstanding and incorrect modifications to the design that causes disputes and claims.

Construction Phase Risk Management Strategy

If construction observation services are not included, the architect should protect themselves against potential claims. If the client is assuming the responsibility for decisions made during the construction phase, the client

or their representative should also assume the risk. The party performing the observation services and administering the construction contract, should assume responsibility, and risk for its actions in interpreting the documents and making decisions on the project site. The architect should be released from any claims and be indemnified for costs or problems associated with changes made by others.

The most effective approach is offering clients construction phase services with a full-time, on-site project representative as a first option. With this level of construction observation services, the chances of discovering and correcting defects in construction phase work increases. Based on a survey of design professionals, approximately 20% of firms offer this level of service. If a client does not select this option, the next step is visiting the site at "appropriate intervals" during the construction process. Approximately 40% of firms offer this level of service. Another 20% offer only as requested by the owner and the remaining 20% stated construction observation services are not provided. It is important to explain the trade-offs to the client in each level of service, quality and associated fees. Have the client make a decision on construction phase services, documenting your offerings as well as the client's final selection.

Architect Providing Construction Phase Services

Contract provisions establish the ground rules and responsibilities between the parties. It is vital that clear contract provisions are developed, and agreed upon, in writing between parties prior to work commencing. The following are "sample" contract language provisions that has been used when offering construction observation services:

Construction Observation Services

"The Architect shall visit the site at intervals appropriate to the stage of Work in Construction in order to observe the progress and quality of the Work completed by the Contractor. Such visits and observation are not intended to be an exhaustive check or a detailed inspection of the Contractors work but to become generally familiar with the Work in progress and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. Based on this general observation, the Architect shall keep the Owner informed regarding the progress and quality of Work and shall endeavor to guard the Client against deficiencies in the Work. The Architects Construction Phase Services exceeding the visits, reviews and observations indicated in this agreement shall be considered as Additional Services."

When providing any construction phase services, the contract agreement should include expressed language that the contractor is solely responsible for the construction site and construction means, methods, techniques, sequences and procedures that are uses to perform work. The following is "sample" language used addressing this topic:

Construction Phase Services

"In the Architect Construction Phase Services, it is understood that the Contractor, not the Architect, is responsible for the construction of the project, and the Architect is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction means, methods, techniques, sequences and procedures employed by the Contractor."

Architect Not Providing Construction Phase Services

If a client does not allow the architect to provide construction observation services, the client should acknowledge the responsibility that accompanies making interpretations and changes at the site of design documentation. Both a waiver of all claims expresses the method of acknowledgment and an indemnification for any cost associated with interpretations and changes made. If the architect is denied the opportunity to protect the design's integrity, practice and the client's interests, the contract agreement should release the architect from claims made by the client as well as protect the architect from any contractor or other third-party claims.

The following is a "sample" contract language (short version) used for owner responsibilities and releasing the architect from claims:

Owner's Construction Phase Service Responsibility

"Owner assumes all responsibility for interpretation of the Contract Documents and for construction observation or review and waives any claims against the Architect that may be in any way connected thereto."

The protection from claims along with a release and an indemnification, the following is "sample" contract language that has been used:

Architect Not Providing Construction Phase Services

"Based on the Client's decision the Architect services shall not include Construction Phase services, the Client

shall be solely responsible for interpreting the Contract Documents and observing the Work of the Contractor to discover, correct or mitigate errors, inconsistencies or omissions. If the Client authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect, the Client shall not bring any claim against the Architect and shall indemnify and hold the Architect harmless from and against all claims, losses, damages and expenses, including but not limited to defense costs and the time of the Architect, to the extent such claim, loss, damage or expense arises out of or results in whole, or in part from such deviations, regardless of whether or not such claim, loss, damage or expense is caused in part by a party indemnified under this provision."

Conclusion

Construction observation is a very critical and helpful service assisting in mitigating project risk and liability for the owner and architect. Making risk management a priority is vital on any project. However, it is especially important during a slow economy when claims and litigation are on the rise. This will also be an important service when abandoned and suspended projects are restarted, which carry their own unique risk characteristics. Certain clients understand the benefits of construction phase services while others feel it may be redundant or an unnecessary service. In all cases, when offering the service, or not, architects must have an established strategy and effective execution of that strategy throughout the firm when addressing construction phase services.

Disclaimer: This article represents the opinion of the author and not necessarily that of the American Institute of Architects. It is intended for general information purposes only and does not constitute legal advice. The reader should consult with legal counsel to determine how laws, suggestions, and illustrations apply to specific situations.

About the Author: Timothy J Corbett, founder and President of SmartRisk has over 25 years of experience providing risk and performance management services to design and building professionals. Tim is an Allied member of the AIA and a member of ACEC, CASE and USGBC. He also sits on national risk management, environment and business practices committees. Mr. Corbett is a frequent speaker at regional and national forums, published on the topics and owns copyrights to risk assessment and performance strategies. Tim holds a BS in Security and Risk Management, MS Management, degree on environmental issues, Architectural Design Technology Certificate and is LEED GA certified.

Contact: Phone: 626-665-8150|Email: tcorbett@smartrisk.biz |Web: www.smartrisk.biz

Practicing Architecture	Contract Documents	Conferences & Events	Issues & Advocacy	Education	Career Stages
Projects	About AIA Contract Documents	Online Registration	Federal	Continuing Education	Get Licensed
Awards	Documents	National Convention	State	System	Intern Development
Best Practices	New to Contract Documents?	Event Calendar	Local	Find Courses	Program
Business Resources	How to Purchase	Travel Information	Get Involved	Find Providers	Mentorship
Architectural Research	Training & Resources		Contribute to ArchiPAC	Programs at Convention	Careers in Architecture
Economics	Support		Governmental Resources		Member Groups & Communities
Member Groups & Communities	Reference Material				Resources
AIArchitect	Give Feedback				

[About AIA](#) | [Contact Us](#) | [Find an Architect](#) | [AIA Store](#) | [Jobs](#) | [Pressroom](#)

[Site Map](#) | [Get Support](#) | [Give Feedback](#)

Connect with The AIA:       

© 2011 The American Institute of Architects [Privacy](#)



Practicing Architecture | Knowledge Communities

[Print](#) | [E-Mail](#) | [ShareThis](#)



Design Administration in Virtual Construction – Optimizing for the “Big Room” Experience

By [Zigmund Rubel](#)

Is CA craving architecture?

The design and construction process is transforming to respond to client’s demands of better faster cheaper. This demand needs to recognize that the constructor is absent in a traditional hard bid environment until a solicitation is tendered. Is the absence of a builder and their team the best position for the architect to achieve their design and be accountable for the administration of the construction process without liability exposure? Design intent is an ideal absent a constructor. On the more contentious projects, those that give some of us experiences that we’re proud of winning and desired forgetfulness when losing, we launch into a dynamic dialogue to preserve an intended design. At the same time, client’s see the blame game as unproductive and not adding value. Can we ignore our efforts in a design considered responsible at the time of bid? No. We will continue this world of energetic dialogue during construction administration without changing our work flow of when the constructor get’s involved. There needs to be a change in the process for all. The public bidding laws of requiring the lowest responsible bidder through the use a fully developed design documents, at a construction document level, position the architect and owner’s as craving architecture at the time of bid.

IPD – Change in process and mindset

Integrated Project Delivery (IPD) structurally responds to the timing of when the constructor and trades are brought on to a project team. This responds to our need to involve the builder(s) early in the project timeline. Several versions of contractual documents have been used to execute this delivery model and many would consider these projects as success stories. I believe the cultural process changes associated with individual team member interaction and work flow need to be better understood. We all can understand the concept of mutual respect and trust. Can we also understand the internal mental re-wiring that is required to enable a career worth of shedding of liability through advisement of the professional insurance industry for the benefit of the project and possibly other’s? IPD requires a different perspective from individuals, firms and the team functionality to support success. The alchemy of talented and determined individuals influences the outcome of an IPD experience. Collaboration is the medium of how we drive to results. Fortitude needs to be coupled with kindness as teams run to their targets of design, feel, and impact to our planet as they also meet or exceed their objectives on cost, schedule and function. Putting all of us in one space is a step toward the solution.

Big Room - The proverbial melting pot

Co-location of the owner, designer and constructor teams are becoming more common, especially in larger more complex projects. Design intent questions are solver in real time, minutes instead of days or weeks. There is typically no Requests For Information for straight forward issues. The formality of documentation is reserved for critical path issues requiring an interdisciplinary solution. RFI’s have been replaced with a short walk from one desk to another and getting the question answered. The real benefit is that the questions are now two-way. Designer’s can ask the builder what their intention is for constructing the project. The level of granularity for design resolution has advanced from intention to virtual reality. Through the use of Building Information Models, BIM, the team can exchange ideas with high degrees of mutual understanding of the issue. It is common place on many projects to have two BIM’s, design and construction models. There are pro’s and con’s to this methodology, but the problem of the designer thinking from the big picture perspective and the constructor viewing the elements that create this image exist in either model. Designers and constructors are wired differently and there are sparks at times when there is not clarity. Timing of design intent is an area of one of these energy exchanges.

Changes are not considered all equal

Designers need to have the time to review the overall solution with the individual resolutions. The benefit of



Advertisements

Learn more.
Earn more.
Expertise gets noticed.
Autodesk, Oracle and Google Authorized training.



Thanks for being a member.
AIA Trust
Insurance & Financial Programs for AIA Members & Companies

AIA members could enjoy special savings on auto and home insurance with Liberty Mutual.

[Get a Quote](#)

developing a full set of construction documents prior to interacting with a constructor is that the design intent is completely proposed. The design team does not have the same opportunity to develop their design similarly as more traditional methodologies because the architect's level of intention is different than the trade's need for exactness. A simple example of this might be caused by realizing after giving the constructor a floor plan design that a wall is not aligned with an exterior window mullion once the exterior design is resolved causing in-wall utilities requiring re-alignment with the wall and possibly impacts to adjacent floors. Ensuring design intent or what many of us would consider cleaning up the design causes virtual changes. We as a design industry are being tasked with creating fully developed solutions in real time as the constructor's develop theirs in the big room environment. This seems antithetical to what IPD is about. It has been my experience that the BIM exchange process supporting a collaborative environment is best for projects with more collaborative agreements than a traditional delivery model. A rigorous Quality Assurance (QA), process and mutually developed BIM transfer schedules, are needed to prevent process waste in the big room. The open environment of the big room needs structure for it to be successful. Consider the model exchange as Checkpoint Charlie, for all players. Designers need to lead constructors through the design process as the design is developed, especially when trades have begun their detailing efforts. Done right, what I'm calling design administration reaps benefits during construction. Ensuring a positive outcome can be achieved with an IPD agreement employing hourly compensation and a liability waiver for all participating stakeholders.

The updated architect's toolbox

Tools will help ensure a zero virtual construction change environment:

- The AIA's model E202™-2008, Building Information Modeling Protocol Exhibit is one such tool to get consensus on the project team as to who is modeling what. As the design model is developed, the E202™-2008 provides a roadmap of who will be providing to the model the next level of development.
- Utilization of a model checking software will ensure that deviations from previous issuances are identified. Both Navis works and Solibri Model checker are both tools to assist designers to provide digital QA tasks and save staff time. When the design model passes the proverbial digital Checkpoint Charlie the designer's accountability is significantly escalated. Big Room designers need help to ensure what was provided previously is the same or changes noted.
- Alignment on terms, schedules, deliverables and everything else you can think of. This is probably the most important effort that designer's can invest in as we continue to add value in an ever increasing complex project delivery model. Clear communication will come with the alignment of terms.
- Soft skills of mutual respect and trust. The foundation of any construction administration environment is having reverence for the team members. Valuing all the team members becomes more important as the big room get's participants closer in their workspace and interactions more frequent.

About the Author: [Zigmund Rubel](#) is launching a new practice to improve project delivery for healthcare. For the last ten years he was a project director and Healthcare Principal at Anshen+Allen Architect's. Most recently, Zigmund led the set-up for A+A of the University of California San Francisco's Medical Center at Mission Bay Integrated Center of Design and Construction. It's "Big Room" seats over 100 professionals in co-location developing the design documents. His email address is zig@aditazz.com.

Practicing Architecture	Contract Documents	Conferences & Events	Issues & Advocacy	Education	Career Stages
Projects	About AIA Contract Documents	Online Registration	Federal	Continuing Education System	Get Licensed
Awards	New to Contract Documents?	National Convention	State	Find Courses	Intern Development Program
Best Practices	How to Purchase Training & Resources	Event Calendar	Local	Find Providers	Mentorship
Business Resources	Support	Travel Information	Get Involved	Programs at Convention	Careers in Architecture
Architectural Research	Reference Material		Contribute to ArchiPAC		Member Groups & Communities
Economics	Give Feedback		Governmental Resources		Resources
Member Groups & Communities					
AIArchitect					



Practicing Architecture | Knowledge Communities



Letter from the Chair

By Michael Strogoff, AIA

As Queen Elizabeth II so aptly described 1992, the year that the marriages of her two sons Charles and Andrew broke down and Windsor Castle caught fire, 2009 proved for many architects to be an Annus Horribilis. By many estimates, more than 20% of architects are formally unemployed—some publications cite much higher figures—other architects are working part-time for reduced salaries and firm owners are struggling to keep their doors open. Only a small amount of stimulus money has trickled down to architects, and almost every week we hear about another firm downsizing, closing shop or getting acquired. The downturns of the early 1980s, early 1990s and 2001 seem tame compared to 2009.

The recession was bound to affect the AIA as an organization. Amidst declining membership, fewer contract documents being sold, its revenue-producing Career Center all but gone, and its loyal sponsors faced with their own financial challenges, the AIA last month announced a series of cutbacks in its operating budget.

One of the changes that will impact our Knowledge Community is a transition to self-governance. Our Practice Management Knowledge Community (PMKC), and its five-member Advisory Group (AG), will no longer receive funding from the Institute for producing our Practice Management Digest newsletter, conducting our Fall Conference or presenting educational seminars to the AIA state and local components. Nor will we receive the same level of the AIA National staff support as in the past. Is "self-governance" a euphemism? Perhaps. However, it is one of many necessary steps the National component is taking to maintain most of its reserves not raise member dues and remain a financially stable organization.

Here's the bright side. First, self-governance will enable our PMKC to be more nimble and responsive to our members. We will not require Institute approval for our programs, how we provide and cultivate knowledge, or how we communicate with PMKC members. Through sponsorships and ongoing volunteer activities, we can elevate the practice of architecture in ways we see most appropriate. Second, innovation and transformation often occur during times of greatest economic stress. As our knowledge community searches for sponsorships and contributions to help fund high-leverage activities, we will find creative ways of fulfilling our primary mission: connecting people, invigorating communities and creating networks to discover, gather, organize and share knowledge in the practice of architecture.

The Practice Management Digest was first published in 2003 and we are determined to continue producing this valuable resource as referenced in the accompanying article by Robert P. Smith, AIA. In future issues, you might see the logos of a few sponsors and perhaps some refinements to the overall look and feel. You will also likely see more opportunities for interaction amongst our members as we promote new ways to maintain an open dialogue and learn from each other. What you won't see is any change in our commitment to help every architect improve the way he or she practices.

I wish all of you a fulfilling Holiday season and best wishes throughout 2010.



Advertisements

Learn more. Earn more. Expertise gets noticed. Autodesk, Oracle and Google Authorized training.

MICRODESK

Thanks for being a member. AIA Trust. AIA members could enjoy special savings on auto and home insurance with Liberty Mutual. Get a Quote Liberty Mutual.

Table with 6 columns: Practicing Architecture, Contract Documents, Conferences & Events, Issues & Advocacy, Education, Career Stages. Each column lists sub-items like Projects, Awards, Best Practices, Business Resources, About AIA Contract Documents, New to Contract Documents?, Online Registration, National Convention, Event Calendar, Travel Information, Federal, State, Local, Get Involved, Continuing Education System, Find Courses, Find Providers, Get Licensed, Intern Development Program, Mentorship.



THE AMERICAN INSTITUTE
OF ARCHITECTS

[For Members](#) |
 [For Leaders](#) |
 [Knowledge Communities](#) |
 [AIA Chapters](#)

[Sign In](#) |
 [Renew Membership](#) |
 [Join AIA](#)

Go

- Home
- Practicing Architecture
- Contract Documents
- Conferences & Events
- Issues & Advocacy
- Education
- Career Stages
- Need Help?

Practicing Architecture | Knowledge Communities

[Print](#) |
 [E-Mail](#) |
 [ShareThis](#)



Practice Management Digest: A Brief History

By Robert P. Smith, AIA

On August 1, 2003 the very first issue of *Practice Management Digest (PM Digest)* was published by the AIA as an online e-Letter. I had the privilege of being the founding editor of *PM Digest* and, since this edition may be the final edition of the *Digest* published in this particular format, I have been asked to provide a brief history of this important publication, with a special emphasis on the conditions that led to its creation.

As recently as 2002, the AIA committees we know today as the AIA Knowledge Communities (KCs) were known as Professional Interest Areas (PIAs). Each PIA was led by a five person Advisory Group (AG). In 2002, I had the great pleasure of serving as the Chair of the Advisory Group for the Practice Management Knowledge Community (PMKC). At that time, the other members of the AG were Mike Alost, AIA; Charles Nelson, AIA, FRAIA; Amy Yurko, AIA and Andrea Cohen-Gehring, FAIA.

Coincidentally in 2002, the Institute was in the midst of an austerity program. The AIA executive committee and the Board of Directors were looking for ways to reduce the cost of delivering vital services to the members. Rightly, the Institute wanted to streamline PIA operations and improve their effectiveness. This initiative led eventually to the transition from the 2002 PIAs to the 2003 Knowledge Communities.

At that time, a number of the former PIAs—including Practice Management—published periodic paper newsletters for their members. In addition to being logistically complex and incredibly slow to deliver, the printing and mailing of these newsletters was extremely costly. There had to be a better, more timely and more economical way to communicate with the members of each Knowledge Community.

During the fall of each year, the PIA Practice Management AG held a strategic planning session to lay out its activities for the next several years. During the 2002 strategic planning session, our AG discussed, among other topics, the best – and most economical – way for PM to accomplish two vital objectives: a) building an ever-expanding and authoritative practice management “body of knowledge” that all members could reference on an as-needed basis; and b) disseminating on a regular basis new and timely information the members could use to operate their practices more effectively. This resource would supplement other Institute practice management materials available through the *Architect's Handbook of Professional Practice* and the *AIA Best Practices* available for download through the AIA's website.

Given the cost pressures being exerted by the National component, the 2002 PM AG decided that both of these goals could be accomplished through a periodic Practice Management e Letter. We envisioned this e-Letter as a vehicle through which invited authors could publish a variety of highly authoritative articles on topics germane to the complexities of practice management. All articles published online would remain available online, as a reference resource to the membership. We targeted 2003 as the inaugural year for the publication we titled *Practice Management Digest (PM Digest)*.

We also decided that each year the past chair of the AG would serve as the editor of *PM Digest*. Since I was chair of the AG in 2002, that meant I would become the founding editor of the *Digest*. In August of 2003, we published the inaugural edition, containing six articles. That edition—along with all subsequent editions of the *Digest*—remains available to the members to this day, on the [AIA Web site](#).

Through the fall of 2009, the Institute has published a total of 23 editions of the *Digest*. Those editions have added 150 authoritative practice management articles to the AIA PM knowledge base. Collectively, these articles represent a meaningful practice management knowledge resource for the members. Hopefully, this resource will remain accessible to the members well into the future as the AIA reorganizes its approach to the activities of the AIA Knowledge Communities.



Advertisements

Learn more.
Earn more.
Expertise gets noticed.

Autodesk, Oracle and Google Authorized training.



Thanks for being a member.

AIA Trust
Insurance & Financial Programs for AIA Members & Companies

AIA members could enjoy special savings on auto and home insurance with Liberty Mutual.

Get a Quote



Practicing Architecture | Knowledge Communities

Print | E-Mail | ShareThis



On Being a Volunteer

By Grant Armann Simpson, FAIA

It was my privilege to be a junior member of the Practice Management Knowledge Community Advisory Group (PMKC AG) during the years that Robert Smith, AIA worked toward and finally managed to muster the support to make the Practice Management Digest (PM Digest) a reality. I had the opportunity to be a part Robert's shear force of passion for architects and the profession as he organized and implemented a much needed venue for delivering practice management knowledge to PMKC members.

After Smith initially hoisted the Digest banner, it was taken up in turn by Charles Nelson, Amy Yurko, and Andrea Cohen Goering, before in 2006, as PMKC chair, it was my charge to carry the flag. After Andrea, the reality has been that the occasionally tattered and torn ensign has been capably carried by 2010 PMKC Chair Cliff S. Moser, AIA.

Some readers may recognize that I am the co-author, with Jim Atkins, of Best Practices in Risk Management, the Series published by AIArchitect. I know first hand that volunteer writing is very hard work. Volunteer publishing is very much harder work.

Articles about technical and management pursuits are not generally considered to be very glamorous, or indeed in much demand. The PM Digest has shown however, contrary to this conventional wisdom, that the AIA members have a great appetite for practice management knowledge. As the Digest transitions to a new delivery profile in the near future, whatever the mode of distribution is, only dedicated hard work by volunteers like Robert Smith and Cliff Moser and others will ensure that the rare breed of practice management knowledge provided in the Digest will continue to be a viable resource to practitioners.

About the Author: Grant Armann Simpson, FAIA is co-author of Best Practices in Risk Management, the Series; a contributing editor to AIArchitect and 2006 PMKC Chair.



Advertisements

Learn more. Earn more. Expertise gets noticed. Autodesk, Oracle and Google Authorized training.



Thanks for being a member. AIA Trust Insurance & Financial Programs for AIA Members & Companies. AIA members could enjoy special savings on auto and home insurance with Liberty Mutual. Get a Quote Liberty Mutual.

- Practicing Architecture | Contract Documents | Conferences & Events | Issues & Advocacy | Education | Career Stages
Projects | About AIA Contract Documents | Online Registration | Federal | Continuing Education | Get Licensed
Awards | Documents | National Convention | State | System | Intern Development
Best Practices | New to Contract Documents? | Event Calendar | Local | Find Courses | Program
Business Resources | Documents? | Travel Information | Get Involved | Find Providers | Mentorship



Practicing Architecture | Knowledge Communities

Print | E-Mail | ShareThis



A Look Back

By Sara McCann, AIA

As Past Chair-2009, I will be leaving the Practice Management Advisory Group (PMKC AG) at the end of the year. I will relinquish my role and continue my focus as Principal of a 12 person firm in a small community. As I begin to shift my focus, Knowledge Communities across the board will be seeing dramatic changes over the next few years, mostly in part due to the ever-changing economy and a newly revised structure of the AIA National component.

When I joined the Advisory Group in 2005, our top charge was to leverage the members' knowledge and experience. The goal was to reach more members through expanded programs, continuation of proven events and publication of the *Practice Management Digest (PM Digest)*.

The *PM Digest* has always been instrumental to our mission of disseminating knowledge and best practices to our members. By the time I joined the AG, the *Digest* was seen as well-regarded quarterly electronic journal which seeks out the "best of the best" and makes it available to the entire membership of the Institute.

The term journal is a little misleading to its original intent. The *Digest* is, and always will remain, a growing body of practice knowledge. It's not something that the AG created in exclusion. It's something where the AIA best and brightest members and affiliated professionals have contributed their ideas related to practice management.

A lot has changed over the last five years. BIM wasn't a household name in the industry, LEED certification and green-building design was not the norm, firms grew at both a staggering rate and then had to deal with a recession. Regardless of what happens over the next five years with the economy, revised organizational structures and missions at the AIA, or new technology and processes within our firm, the *Digest* will remain a constant as it continues to be a catalyst for better firms and better practice management- in whatever format it may hold.



Advertisements

Learn more. Earn more. Expertise gets noticed. Autodesk, Oracle and Google Authorized training.



Thanks for being a member. AIA Trust. AIA members could enjoy special savings on auto and home insurance with Liberty Mutual. Get a Quote. Liberty Mutual.

Practicing Architecture	Contract Documents	Conferences & Events	Issues & Advocacy	Education	Career Stages
Projects	About AIA Contract Documents	Online Registration	Federal	Continuing Education System	Get Licensed
Awards	New to Contract Documents?	National Convention	State	Find Courses	Intern Development Program
Best Practices		Event Calendar	Local	Find Providers	Mentorship
Business Resources		Travel Information	Get Involved		