

WHY ARCHITECTS SHOULD BE INVOLVED WITH CCA ON SMALL PROJECTS

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“How can I convince my client to include construction contract administration in my basic services? As a small residential and commercial practitioner, I’m often excluded from the construction phase.”

The CCA Knowledge Community is frequently asked questions such as this. Unfortunately, there’s no one-size-fits-all answer, but there are strategies you can use to show a client the value of your expertise during this important phase. Your involvement during construction can minimize risks to yourself and your client, and improve your client’s satisfaction with the finished project.

We should first acknowledge that some clients want to engage an architect only to produce the drawings needed to secure building permits; they have no intention of keeping the architect on the team during construction, and no arguments are going to change their minds. With such clients, you should ensure that the scope of your services are clearly stated in your owner-architect contract. We live in a litigious society, and work in a litigious business, so you would be well advised to engage a lawyer to review your contract. Even if the project is not built according to your drawings, you could still end up getting sued. Your company name and your professional stamp will be on the permit drawings, and therefore you have assumed the liability. Your reputation matters, and avoiding lawsuits and bad press are critical to keeping your name in good standing with your community and the professional organizations you belong to.

Because you won’t be around to interpret your documents during construction, they must completely address life-safety and accessibility requirements, and should be buildable by any reasonably competent contractor. You should caution your client that you won’t be available to visit the site, to review field conditions, to address issues raised by inspectors, or to monitor the construction progress without being paid for additional services. The contract needs to be clear about what you are and are not providing, and who will be responsible for what you don’t provide. You should also make it clear that you are not responsible for modifying the documents to accommodate unforeseen conditions.

You will most likely not have enough fee to produce all the details needed for the project (or at least all the drawings the contractor says are needed). However, the building permits are based on your documents, and the authorities will expect the project to be built in accordance with them. Therefore, you should give the greatest attention to those areas that pose the greatest risk to you: compliance with life-safety and accessibility requirements; air- and water-tightness of the exterior enclosure; coordination with structural, civil, and MEP systems; and a design that meets the client’s program. Keep in mind that even if your client waives your responsibilities, future owners of the building may come after the contractor and architect for performance failures, such as building leaks and mold.

Next, some clients will approach you for design services because they have heard about you or seen some of your completed projects. These clients are willing to pay you for design, but may not understand what services you can provide during construction. This is an opportunity to tell them how you can be an advocate for their project during construction. The standard CCA duties you perform are

to protect your client and to make sure that the project ends up the way both of you envisioned it, while meeting the client's expectations of design, cost, and schedule. You are the client's advocate when the contractor proposes substitutions or submits claims for extra time or money that may affect the end result. Trust between you and your client speaks volumes for an ongoing relationship, and when you can demonstrate how your involvement in construction benefits the client by reducing risks and ensuring a smoother work flow, it will translate to future work with that client.

It is well worth your time to review the CCA services you can provide with the client at the start of the project. Once a contractor is awarded the job, we strongly recommend that you have a preconstruction meeting with the client and the contractor to review the status of the project and to discuss the goals and objectives of each party. This is the time to review the schedule and budget objectives, the client's and your design goals, and the construction issues that each of you considers important. Each party's specific concerns about the project can be expressed and addressed. The contractor may suggest ideas on how to save time or money on construction that the architect can review and accept without sacrificing the design intent. Open dialogue and collaboration are key components to maintaining the well-being of the project.

In some instances, the contractor will try to assume the role of master builder by proposing, without involving the architect, design changes that will save the owner money. When this happens, you need to point out that contractors often fail to see the implications that even a small design change can make. For example, does the change violate the building code or compromise important program elements? You have worked with the client throughout the project's design, and have agreed with the layout and design details you both consider important. Remind the client of the value you bring to the project, and offer to meet with the client and the contractor to review options or consider other ways of saving money while protecting the design elements you feel strongly about. We have heard of too many instances of contractor-proposed changes fundamentally affecting building performance, such as changing an exterior cladding material and compromising the rain-screen performance of the system. When the building starts to leak and the water gets trapped, there are going to be lawsuits, and you will end up spending time and money to defend yourself even if you were not part of the change.

Many small projects, particularly residential projects, move along so quickly that by the time you have been to site and noticed noncompliant work, it's too late to change it without the contractor claiming delay and asking for more money. When faced with this, most clients will side with the contractor, resulting in a compromised design that can trigger a domino effect on many other details to accommodate the "mistake." Having a good line of communication with the contractor and requesting a schedule of the work is critical to deciding when you need to visit the site and see the planned work before it starts. If a one- or two-week "look ahead" schedule is regularly submitted by the contractor, you can focus on the tasks that need immediate attention. If you aren't able to be present (or if site visits aren't in your scope of services), suggest having an onsite inspector be present during the construction of the most critical details, e.g., waterproofing, roofing, framing, and cladding installation. For small projects, these activities don't take more than a couple of weeks, but your or an inspector's presence helps determine if the project gets built according to the documents, and lessens the potential

risk of failure. Your client needs to understand that paying for such services during construction is much cheaper than dealing with claims and lawsuits later on.

As the architect, you are responsible for coordinating the consultants' building systems, such as structural elements, piping, ductwork, and electrical and technology infrastructure. Your experience and expertise make you the best person to accomplish this. Paying attention to the details and code-related requirements are one way to prove your worth and value to the client. Incomplete documents help no one other than contractors, who can leverage extra time and money from the client and undermine your value in the client's eyes. It is up to you to cite the reasons why your design is the way it is, but it is equally important to make sure it takes into account the applicable codes.

A review of the AIA documents for small project contracts and a good working knowledge of the professional services you offer at each phase of the project, as well as the ability to be forthright and collaborative, will go a long way to making the project a successful one, and to your having a satisfied client who will give you strong letters of recommendation and repeat business.

Rev 18 November 2015

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