We Had Options

- Community College Athletic Field & Parking Structure
- Soy Sauce Factory
- K-12 School Construction
- . . . and 100’s of others
Overview & Agenda

- General Principles
- Planning to Contracting
- Designing
- Project “Administration” & Construction
- Closeout

Can We Talk... Text... Write?

Lessons from the Field:
- 1
- 2
- 3
- 4
Core Concepts in Communication

- Oral history of communication depends on personal credibility alone!
- Contemporaneous, but un conveyed records are better, but subject to attack and counter records.
- Transmitted communications & confirmations will defeat the foregoing 9/10 times!
- Confirmations or affirmations are the most credible.

Competing Communications

- Texting/Instagram/Snapchat
- E-mail
- Voicemail
- Telephone
- Meeting/Site Walks
- Transmittals
- Correspondence
Communication Concerns

- Audience (i.e. “Reply All”)
- Accumulation
- Allegations
- Admissions & Confessions
- Issue Spotting
- Closure

Now For Our Story!

- Design-Build Renovation of 700+ units of residential construction on military base constructed over 30+ year time period
- Seven prior similar projects with same Design-Builder and Architect
- Design-Builder went to fixed price $50M contract with military based on 15% design documents
- At same time, Design-Builder went to fixed price contract with its contractor subsidiary
The Variations

The Scope

Without limiting the foregoing, the Architect shall have sole and exclusive responsibility for the design and engineering of the Project, and the Architect shall prepare and provide the various drawings, specifications and other design documents (which shall include utilities systems and landscaping) necessary or appropriate for the completion of the Project, including those documents described in summary in Exhibit F attached hereto (each a "Deliverable Document"). All drawings, specifications and other design documents shall comply with the Project parameters and applicable laws and requirements identified in this Agreement and shall provide for the design of the Project to a standard of quality and integrity that is equal to or better than such Project parameters and requirements. Without limiting the foregoing, all drawings, specifications and other design documents must satisfy all "Design Criteria" defined in Exhibit F attached hereto.
The “Alternate” Scope

§ 2.6.3 The Architect shall furnish or provide the following services only if specifically designated:

<table>
<thead>
<tr>
<th>Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>.1 Programming</td>
<td>Owner</td>
<td></td>
</tr>
<tr>
<td>.2 Land Survey Services</td>
<td>Owner</td>
<td></td>
</tr>
<tr>
<td>.3 Geotechnical Services</td>
<td>Owner</td>
<td></td>
</tr>
<tr>
<td>.4 Space Schematic/Flow Diagrams</td>
<td>Architect</td>
<td></td>
</tr>
<tr>
<td>.5 Existing Facilities Surveys</td>
<td>Owner</td>
<td></td>
</tr>
<tr>
<td>.6 Economic Feasibility Studies</td>
<td>Not Provided</td>
<td></td>
</tr>
</tbody>
</table>

The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any errors, omissions or inconsistencies in such services or information. The Architect represents and warrants that it has reviewed the Project parameters and other information identified in Article 1.1 and the Project site, and, to the best of the Architect’s knowledge and professional judgment, has satisfied itself that such information and site is sufficient for the performance of the Architect’s Services under this Agreement.
The Claim & Outcome

Design-Builder sold out to larger international company six weeks before CDs complete
New entity communicated as a single entity, but claimed divisions between developer and construction
Claim for $1.1M for 100% of all change orders from site conditions or variations
Arbitration award of $358,000 based on elevated design responsibility

Planning to Contracting

- The Planning/Contracting Correlation
- Assumptions?
- Client “Eduction”
- Team Integration
## Design Execution

- Our Scope, Your Scope, Their Scope!
- Coordination
  - Design Team
  - Client
  - Others
- Accountability & Expectations

## Construction “Administration”

- When? Where?
- Why?
- Who?
- How?

- All together or on your own?
- Hold the line.
Close It Out!!!

- The Project
  - With client
  - With building officials

- Billing & Payment

Questions?

Thank you!