

RIBA 

# Architect's Job Book

Eighth Edition

Royal Institute of British Architects

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### PRE/SM3: Outline of possible roles for the architect

Some of the more common roles for the architect are described below, with a brief summary of the likely duties under such a role. The detailed duties will be as set out in the appointment documents, and the Plan of Work can be used as a model when discussing the services to be provided.

A standard appointing document should preferably be used but this should never be sent 'cold' to a client. It should first form a focus for discussion on the professional services which need to be commissioned, and only then be completed as a formal confirmation of what has been agreed.

If a preliminary appointment is needed pending formal agreement about the full services to be provided, a letter can be used incorporating the appropriate references. A letter activating appointment for specific stages can often be used in conjunction with a formal appointing document. A variation in services already formally agreed, or additional services to be provided, can often be imported by a letter supplementing the original document. It is important to be meticulous over such matters, however, and to take legal advice where appropriate.

#### Appointment of architect as design leader, or lead consultant

The architect will normally act as design leader and as such is responsible for coordinating and integrating the work of other design consultants and specialists. Although design management has emerged as a separate skill, and design managers are present as independently appointed consultants on some larger projects, the management and coordination of design information from all sources throughout the process should, in general, be regarded as a key component of the architect's role.

In the traditional or conventional appointment, and particularly on smaller projects, the architect will combine this role with that of lead consultant and contract administrator. On larger projects, the architect's commission is increasingly being confined to certain Plan of Work stages, or designated activities not necessarily to a Plan of Work format. Sometimes, particularly in construction management procurement arrangements, the role will be that of lead consultant working under a project manager who is the first point of contact for the client, and may take on the role of contract administrator. Sometimes the appointment will be for full services, but moving stage by stage. With arrangements where a more flexible approach to appointment is necessary, particular care is needed.

### Typical duties

Typical duties of an architect acting as design leader might include:

- directing the design process
- consulting the client about significant design issues
- informing the client of duties under the CDM Regulations
- investigating the feasibility of the requirements, and reporting
- advising the client about any limitations on the use of land or buildings
- preparing outline proposals, a scheme design, detail design drawings, etc
- advising on the need for statutory and other consents, and preparing sufficient information for applications to be made
- preparing sufficient production information for consultants and specialists to develop their proposals, coordinating these and integrating them into the overall scheme
- bringing contract documentation to a final state for inviting tenders

If the architect is also lead consultant and contract administrator, the following might be added:

- advising on the need for and appointment of other consultants
- coordinating the work of other consultants
- advising on methods of procurement, and on tendering and the appointment of the main contractor
- administering the terms of the building contract and inspecting as relevant the performance of the contractor
- issuing further reasonably necessary information, issuing empowered instructions, and acting as certifier as the contract requires, including issue of the final certificate
- arranging for the preparation of record information and manuals

#### Appointment of architect as consultant in design and build

A majority of design and build contracts, with the possible exception of package deals, involve an architect. This is a role quite different from that with the traditional commission, in that the architect acts solely as consultant to either an Employer Client or a Contractor Client at any one time. It is not uncommon for the architect to be engaged by both, but this would be sequential, never simultaneous, and would entail either the so-called consultant switch or novation. Even under this kind of arrangement it is often extremely difficult to separate clearly legal accountability and design responsibility. The degree of involvement with either Employer or Contractor will vary depending on the particular arrangements. An architect has no stated function in connection with the building contract.

#### Typical duties – Employer Client

Typical duties of an architect appointed as consultant to an Employer Client might include:

- advising on the initial brief
- informing the Employer Client of duties under the CDM Regulations
- carrying out a site appraisal
- advising on the appointment of other consultants
- advising on and taking part in discussions with statutory and other bodies
- preparing outline proposals and making application for outline planning permission
- advising on development of the brief for the Employer's Requirements
- developing design concept drawings as appropriate for the Employer's Requirements
- advising on tendering procedures
- advising on contract matters
- examining the Contractor's Proposals, including design and the contract sum analysis, and offering advice
- acting as the Employer's Agent under the contract during the construction of the works
- visiting the site during construction and reporting back to the Employer Client;
- advising the Employer Client on his or her obligations under the contract, and assisting in the drafting of statements
- inspecting the works on behalf of the client prior to practical completion and advising the Employer Client
- checking the contractor's as built drawings and operating/maintenance manuals
- advising the Employer Client on the Employer's Final Account and Employer's Final Statement as appropriate

#### Typical duties – Contractor Client

Typical duties of an architect appointed as consultant to a Contractor Client might include:

- examining the Employer's Requirements and all available information, and discussing a strategy for tendering
- visiting the site, and noting all relevant constraints
- checking arrangements for compliance with the CDM Regulations
- advising on the appointment of other consultants
- checking with authorities on statutory consents obtained and required
- advising on the need for specialist sub-contractors
- fulfilling the role of design leader

- providing the Contractor Client with sketches, specification notes, etc. for initial tendering purposes
- advising about limitations or inconsistencies in the Employer's Requirements
- providing the Contractor Client with drawings, specifications, samples, etc. to support the Contractor's Proposals
- after the contract has been awarded, developing and amending drawings and other documents in the Contractor's Proposals for contract documentation;
- developing design details
- applying for statutory and other necessary approvals
- preparing performance specifications and other detailed information for sub-contractor tendering
- preparing production information drawings, details, schedules, specification notes for the Contractor Client
- inspecting work during construction and reporting to the Contractor Client
- preparing additional drawings, etc as necessary for submission to the Employer in the event of change orders
- visiting manufacturers' workshops/factories as necessary and reporting to the Contractor Client
- assisting in the preparation of as built drawings, operating/maintenance manuals, etc
- inspecting the works prior to practical completion and advising the Contractor Client

#### Appointment of architect as project manager

The project manager is the individual or firm primarily employed to look after the client's interests throughout the stages of a project in collaboration with the consultant team, including the cost consultant. The project manager's remit can be very wide, ranging from initially managing the brief through to managing the marketing or disposal of the completed project.

The project manager is usually responsible for the overall direction of the consultant team, specialists, contractor and sub-contractors. Administering the contract might be undertaken by the project manager or by a contract administrator working in close collaboration. The project manager's duties will vary considerably according to the nature of the project and the wording of the contract. The appointment of a project manager might be appropriate in traditional procurement, design and build, or for a management contract.

The role of project manager, for which some architects might well have the skills and aptitude, should be seen as separate and distinct from the architect's traditional role. It should not be confused with what many architects think of simply as managing the project.



## Supplementary Material

### C/SM1: Design and build documentation

#### Employer's Requirements

The amount of information to be included in the Employer's Requirements can vary enormously. A straightforward project requiring a relatively simple design solution which can be left largely to the contractor may need little more than basic details of site and accommodation. With a more complex problem, or a design which needs sensitivity of detail, the Employer's Requirements might extend to a full scheme design.

The number and detail of documents which make up the Employer's Requirements will be influenced by considerations such as:

- how much design control the employer wishes to retain, for example in the interests of maintenance programmes or because of functional requirements;
- whether the employer regards the process as more of a develop and construct operation, where only constructional details are left in the hands of the contractor;
- whether contractor's standard unit types will form the basis of the scheme;
- whether the employer will require design continuity via novation or a 'consultant switch';
- whether the employer has appointed a planning supervisor and whether a pre-tender Health and Safety Plan exists.
- Generally the Requirements will always need to include basic information, such as the following:
  - site information and requirements (e.g. boundaries, topography, known subsoil conditions, existing services);
  - site constraints (e.g. limitations of access, storage) and relevant easements or restrictive covenants;
  - topographical surveys;
  - geotechnical reports;
  - planning permission obtained or conditions known (contractors will not usually tender until outline planning permission has been obtained);
  - reports on other statutory consultations;
  - existing Health and Safety Files, client's health and safety policy documents;
  - functional nature of the building(s) (e.g. kind and number of units) and accommodation requirements;

- schematic layout of the building (or more developed design as appropriate);
- specific requirements as to forms of construction, materials, services, finishes, equipment, etc;
- specification information, probably including performance specifications;
- room data sheets;
- equipment and fitting schedules;
- details of special programming requirements (e.g. phased completion);
- contract data or special requirements (e.g. named sub-contractors, as built information);
- requirements concerning contractor's design liability, insurance cover, design team, requirement to use employer's designers, etc;
- clear statement of the extent of information and detail to be included in the Contractor's Proposals;
- content and form of the Contract Sum Analysis.

It is generally accepted that too specific an approach over design and constructional matters, or the specifying of proprietary systems and materials may reduce the contractor's design liability in the event of a failure.

#### Contractor's Proposals

These will be in direct response to the Employer's Requirements. Architects acting as consultants to a Contractor Client will first need to check the information provided to establish whether it is adequate. A query list is often necessary to obtain clarification on matters of conflict or omission.

Submissions sometimes take the form of an A3 brochure, and typically include the following:

- design drawings (e.g. site layout, floor plans, elevations, principal sections, some detailed drawings, landscaping);
- structural details (e.g. foundation and structure general arrangement drawings);
- mechanical services (e.g. layouts of ducts, pipe runs, schematic indications for all systems);
- electrical services (e.g. floor layouts showing lighting, power, alarms);
- specifications (e.g. particular for trades prescription and performance, general specification for workmanship, materials, finishes);
- programme (e.g. bar chart);
- method statements (e.g. general organisational matters and in particular Health and Safety Plan proposals).
- The tender figure will usually be required to be made separately. With it will be the Contract Sum Analysis.

### Stage Description

Generally at Stage D the Outline Proposals approved by the client are developed, and the Project Brief is completed. As lead consultant, the architect will need to be satisfied that there are no insurmountable problems ahead concerning the integration of the consultants' proposals into the overall design concept. As 'Designer', within the meaning of that term in the CDM Regulations, the architect will also have to be sure that all health and safety implications have been properly considered at this stage.

With design and build, where the architect is acting for an employer client, Stage D might cover design formulation to the extent necessary for inclusion as part of the Employer's Requirements. If the project has been tendered at an early stage in the development of the design, Stage D may involve the architect in assessing the contractor's design proposals and reporting to the employer client.

With a contractor client, the architect may be involved in the development of the design information already included as part of the contractor's proposals. The development of Detailed Proposals will probably not take place until there is confirmation that the contractor's bid has been approved, or a second stage tender is invited.

Where management procurement is followed, there will still need to be an overall design scheme even though it is anticipated that the detailed development will be phased. Thought should be given to how the works packages will be broken down, as this in turn might influence some design decisions.

**D**



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## Stage Description

Generally at Stage E the approved design is developed in technical detail, the last stage in the design development before the production information is prepared. The technical design will include the required construction details, choice of materials and standards of workmanship. Consultation with the client will be needed throughout the process. The client may be expected to contribute information or comments on finishes, furnishings and equipment. Design work by consultants and specialists must be coordinated, and relevant information passed to the planning supervisor for inclusion in the Health and Safety Plan and File. Cost checks are essential at this stage to ensure that the design development does not exceed budgetary limits or depart from the approved cost estimate.

In design and build procurement with an employer client, the design will be developed to the level of detail previously agreed. It is relatively rare for the employer client to require technical design as part of the Employer's Requirements. However, some exploratory detail design is often necessary before the Employer's Requirements can be finished.

With a contractor client, technical design will usually closely overlap production information. It may overlap for inclusion in the contractor's proposals, or if the contract has already been let, the information may be solely for the contractor's design development. The detail design development will be associated with the work of other consultants to the contractor, specialist subcontractors and the estimators within the contractor organisation.

With the management procurement approach, the technical design is more difficult to resolve. A significant proportion will depend on the input of the specialists involved with the works packages, and not all their contributions will be available at this stage. Stage E for management contracting cannot be equated with traditional procurement, as much will remain to be resolved after the contract and works packages have been let. Great reliance has to be placed on the management contractor or construction manager, and an early appointment will help the technical design development. Close attention should be given to the appropriate number of packages and control maintained to minimise the risk of overlap or duplication. Monitoring of detail design will continue well into the construction phase, and the Health and Safety File might require regular adjustment.

E

be involved in checking the contractor's submissions to ensure that detail design is not compromised.

#### Design information flow: traditional procurement

##### 1. Origination

Design information can originate from:

- the architect
- design team members
- specialist subcontractors and suppliers
- the main contractor (to the extent provided for in the contract)

##### 2. Coordination and integration

Responsibility for coordinating and integrating such information into the overall design rests with the architect as lead consultant, or design team leader.

##### 3. Detail design work

Some detail design work is necessary for all projects and should be started as soon as practicable. The transition from the technical proposals of Stage E to the Stage F production information is not easily defined. There will inevitably be a measure of overlap which might vary from project to project. With small projects the two stages might be merged.

##### 4. Design development

With traditional procurement, where a project is to be fully designed before work on site commences, Stage E provides an opportunity to develop and refine the design intentions. The scheme can be systematically explored and parts expanded to a larger scale in plan, section or three dimensions. Potentially awkward junctions can be identified and resolved. Zones may be introduced and a grid discipline imposed.

##### 5. Avoidance of conflict and overlap

Design information originating from various sources should be coordinated, to eliminate any conflicts or duplication. It is normally the task of the lead consultant to check design coordination. A key example is the coordination required between structure and services, to make sure that different services are not competing for the same duct spaces, or that holes are not expected at critical structural points. Design integrity and quality should not need to be sacrificed because of the requirements of other design team members, but achieving acceptable compromise and satisfactory integration can be a demanding process.

Smaller projects which might need only a dozen or so drawings, and very limited input from consultants, are unlikely to present real problems in terms of integration and coordination.

Larger and more complex projects will need a more formalised set of procedures. The design concept is likely to be founded on a totally integrated approach. There should be an agreed strategy for the coordination of information between the architect and other consultant team members.

See *RIBA Outline Plan of Work* 'Fully designed project'.

#### Design information flow: design and build procurement

##### 1. Origination

Design information can originate from:

- the employer client (through Employer's Requirements with input from their consultant team)
- the contractor client (through contractor's proposals and subsequent development of these, with input from their consultant team)

##### 2. Coordination and integration

If acting as lead consultant or design leader appointed by either the employer client or the contractor client, responsibility for coordinating and integrating the relevant design information may rest with the architect, always depending on the terms of appointment.

##### 3. Employer client's design in Employer's Requirements

Where an employer client includes a scheme devised by their own consultant team as part of the Employer's Requirements, some Stage E detail work might be relevant. The extent of the commitment should be agreed with the client before work is undertaken. In the event that novation or a 'consultant switch' is envisaged, particular care might be needed to establish design viability. The point of changeover for design liability from one client to the other must be carefully defined.

##### 4. Contractor client's design in contractor's proposals

Where a contractor client is expected to offer a scheme design as part of the contractor's proposals, this may involve only a fairly limited design exercise, or require a more developed design approach, particularly in the case of two-stage tendering. Either way, some exploratory detail design work is necessary to establish the viability of the proposal. The extent of the commitment should



be agreed with the client before work is started.

contractor's proposals sometimes entail the preparation of a considerable number of architectural drawings – general arrangement, plans, sections and elevations, sectional and elevational details and landscape proposals. There may also be full structural details and a substantial number of services drawings. Obviously effective coordination and integration of the information is very important.

#### 5. Detail design work

Stage E, insofar as it might be relevant for a contractor client, could continue intermittently throughout the early stages of construction. It might be difficult to distinguish at times from production information work. Detail design might be subject to fairly liberal interpretation, with last-minute amendments, revisions or substitutions by the contractor client. The client might also have a particular preference for detail design solutions which are familiar, will wish to use materials or components which are available to suit the programme, and will wish to keep in line with the estimator's calculations.

Stage E, insofar as it might be relevant for an employer client, will probably apply mainly to the development of the Employer's Requirements. Once the contract has been let, any changes in these are likely to be costly and weighted heavily in the contractor's favour.

#### 6. Avoidance of conflict

Once the contract is under way, should any conflict between the Employer's Requirements and the contractor's proposals emerge, then depending on the wording of the contract, the latter is likely to take precedence. Careful scrutiny at Stage E is therefore advisable, whether the architect is acting for the employer client or the contractor client.

See *RIBA Outline Plan of Work* 'Design and build project'.

#### Design information flow: management procurement

Management procurement is likely to be particularly suitable where the project is fairly large or complex, where there is need for early completion, and where the requirements of the client might change or perhaps only be formalised in detail during work on site. Design is still in the hands of the professional team. The management contractor is appointed early enough to advise the team on buildability but carries no responsibility for the design. As lead consultant or design leader, responsibility for coordinating and integrating information into the overall design rests with the architect, although considerable design input will normally come from the specialist works contractors.

#### 1. Origination

Design information can originate from:

- the architect
- professional team members
- specialist works contractors

#### 2. Detail design work

Two general lines of the design will be shown in the project drawings and project specification produced by the professional team. Some Stage E detail design is an essential precursor to information issued when inviting tenders for works packages.

Further detail design work will arise when the works contractors are appointed. Each discrete work package must be placed in the context of the overall design. The information flow can produce management problems if not effectively controlled. Risk of frustrated design work and perhaps abortive fabrication can occur unless agreed procedures are adopted by the management contractor and the professional team.

#### 3. Coordination and integration

The management contractor can expect to be closely involved in the appointment of works contractors. This might be on the basis of developed detail drawings, specifications and perhaps bills of quantities. Drawings prepared by the works contractors will be mainly installation or shop drawings, and should be passed to the architect by the management contractor for inspection with regard to their integration and incorporation into the overall design.

See *RIBA Outline Plan of Work* 'Management Contract / Construction Management'.

### Stage Description

Generally at Stage F the final proposals are translated into precise technical instructions sufficient to allow for pricing and for construction of the proposed works. This information will normally be conveyed by means of written descriptions, drawings and schedules. The *RIBA Outline Plan of Work* recognises that with many procurement routes some of this information may be prepared and provided after the main contract has been entered into, and the Stage is split into F1 and F2 accordingly.

### Design and build procurement

Responsibility for production information in design and build procurement will depend on the particular circumstances. It would be very unusual for an employer client to arrange for production information direct, although they might retain a consultant team to monitor production information prepared and submitted by the contractor. Alternatively, the employer might require the continued use of their team by the successful contractor through a consultant switch or 'novation'. The contractor client will require production information to be prepared. An architect engaged in this context might well find it advisable to establish exactly how much work, how many drawings, etc. will be required before agreeing a programme or fee. The contractor might wish to impose conditions in respect of the method of structuring and supply of production information, preferred technical solutions, materials, etc.

### Management procurement

With management procurement, the amount of production information available at the commencement of the project will be limited to the extent that much detail information will be supplied by the works contractors by way of shop or installation drawings. Nevertheless, the general production information will originate from the consultant team, and the process of coordinating and integrating information will continue throughout the construction of the project.

**F**



**Key Obligations**

(from RIBA Agreements 2007: Standard Agreements (S-Con-07); Schedule of Design Services (SS-D5-07))

**F1**

Prepare detailed information including specifications required for construction and/or tender purposes.

Prepare and make submissions (give Building Notice – except in Scotland).

Provide information for updating estimate of relevant cost.

Prepare and submit to client a Stage F1 report.

**F2**

Prepare further information for construction purposes.

Review design information provided by specialists or contractors.

**F100 Preliminary Issues****F110 Information required**

Check that all information necessary during Stage F is available:

- final proposals prepared during Stage E and any other stage information prepared by the other consultants, specialists, suppliers and the contractor and subcontractors
- any amendments recommended by local building control and fire authorities during consultations, particularly relating to construction details and fire prevention including finishes, that have not been incorporated into the Stage E information

**NOTE**

*Under the Regulatory Reform (Fire Safety) Order 2005, the law does not require fire certificates but makes it the duty of*

- the person responsible for (non-domestic) premises
- employers or
- building constructors with a degree of control over premises to have a suitable and sufficient fire risk assessment in place
- technical information from manufacturers and recommendations or test results relevant to the particular use intended, context and location
- relevant legislation

**F**

**F120 Appointment**

**ACTION F121** Establish scope and content for Stage F activities.

**NOTE** Put this into context, particularly if previous stages were undertaken by others. If possible, establish whether material produced now is likely to be acted upon by others taking over subsequent stages.

If the appointment includes Stage L2 the architect must advise on requirements relating to occupation strategies and facilities management to be included in production information and provide information for revision of cost estimate.

If the appointment includes Stage L3 the architect must identify any changes to targets and their causes, identify services to be provided to the review by constructors and contribute to the Work Stage report.

**ACTION F122** If coming new to the project at this stage in the Plan of Work:

- Ascertain that the relevant Pre-Agreement and earlier stage checks have been carried out.
- Agree fees and timetable with the client.

**NOTE** Allow for familiarisation and reviewing of all usable material.

- Confirm the role of the architect in relation to the rest of the consultant team.
- Ensure that you have the necessary competency and resource to undertake the design work and to address the H&S issues likely to be involved in it.
- Request a copy of the project-specific, pre-construction health and safety information and review it.
- Advise the client of responsibilities under the CDM Regulations and ensure that a CDMC has been appointed.

**NOTE** Where a project is notifiable, the regulations require that the client appoints a CDMC as soon as is practicable after initial design work or other preparation for construction work has begun. This would generally be at Stage C.

- Ensure that you have adequate professional indemnity insurance cover.

**ACTION F123** Check that the client's instruction to proceed has been given and confirmed in writing.

**ACTION F124** Check that the client has settled all accounts submitted to date.

**ACTION F125** Check the appointing documents with respect to services and fees:

- If the extent of professional services for Stage F is not yet settled, agree with the client and confirm in writing.
- If the methods and levels of charging for Stage F are not yet settled, agree with the client and confirm in writing.

**ACTION F126** Assess office resources needed for Stage F and ensure that they are available and adequate.

**F130 Client**

**ACTION F131** Check whether the client has any further comments on the final proposals as developed at the end of Stage E.

**NOTE** It is not always easy or practical to distinguish final proposals from production information, but there should be no design changes after Stage E, after which any changes made to the brief might cause delay and abortive work. The client should be warned of this. Any alterations that are required should be subject to change control procedures.

**ACTION F132** Check whether the client has confirmed in writing acceptance of the final proposals submitted at Stage E.

**ACTION F133** Establish points to be discussed and developed during Stage F.

**ACTION F134** Check whether any necessary detail information to be supplied by the client is still outstanding.

**ACTION F135** Discuss with the client any outstanding matters of detail design which need to be resolved before preparing production information.



<b>ACTION</b> <b>F136</b>	Check whether the client has confirmed in writing the tender procedure to be followed, and whether this is subject to legislative control.	
<b>ACTION</b> <b>F137</b>	Advise the client on the use of preliminary contracts for enabling works, demolition, etc., if appropriate.	
<b>ACTION</b> <b>F138</b>	Review with the client the appointment of subcontractors and specialists at this stage and whether it might be advantageous to place advance orders for materials, design or fabrication.	
<b>NOTE</b> <b>F</b>	<i>Nomination or naming of subcontractors or suppliers should only be made with the written consent of the client.</i>	
<b>ACTION</b> <b>F139</b>	Advise the client on the need for a clerk of works if appropriate, and explain the role of such a person and the appointing procedures.	SEE ALSO J/SM2
<b>ACTION</b> <b>F140</b>	Advise the client on the need for a party wall surveyor, if appropriate.	
<b>NOTE</b> <b>F</b>	<i>If the architect is to be appointed as party wall surveyor, this appointment must form a separate agreement.</i>	
<b>ACTION</b> <b>F141</b>	Discuss with the client whether interviews with potential contractors should take place at this stage.	
<b>NOTE</b> <b>F</b>	<i>Under certain circumstances their views on operational methods and health and safety during construction could be valuable. Contractor involvement can in principle start at any stage. Note comments on how to manage this under previous stages in this book.</i>	
<b>ACTION</b> <b>F142</b>	Check with the client when the site will be available to the contractor and that nothing is likely to prevent possession or commencement on that date.	
<b>ACTION</b> <b>F143</b>	Discuss with the client any intention to impose restrictions on the contractor's working methods (e.g. sequence, access, limitation on hours, noise, etc.).	
<b>NOTE</b> <b>F</b>	<i>This could have an effect on production information and would be essential information for tenderers.</i>	

<b>ACTION</b> <b>F144</b>	Discuss with the client any proposal for work not forming part of the contract to be carried out by other persons (e.g. the client's own workforce) while the contractor is in possession.  Take account of any such confirmed instructions when preparing production information and programming.
<b>ACTION</b> <b>F145</b>	Discuss with the client essential information for completing contract documents (e.g. appendix) which will need to be referred to in preliminaries or preambles of bill of quantities/ specification/schedules of work.
<b>ACTION</b> <b>F146</b>	Check with the client any special or optional contract provisions.
<b>ACTION</b> <b>F147</b>	Check with the client and advisers on insurance for works, etc.
<b>F150 Consultant team</b>	
<b>ACTION</b> <b>F151</b>	Agree the scope of work for each member of the consultant team.
<b>ACTION</b> <b>F152</b>	Confirm Stage timetable for services and note its relationship to the project timetable as agreed with the client.
<b>NOTE</b> <b>F</b>	<i>Establish a cut-off point for information to be passed to the cost consultant. This will become information for tenderers. Any subsequent changes are then to be treated formally as contract variations at the appropriate time.</i>
<b>ACTION</b> <b>F153</b>	Confirm arrangements for communication between client, CDMC, project manager and design leader.
<b>ACTION</b> <b>F154</b>	Confirm programme and pattern for consultant team meetings.

<b>ACTION F155</b>	Monitor, integrate and coordinate input from consultant team members and specialists. Continue to appraise input from specialist firms, including potential subcontractors and suppliers.	
<b>NOTE</b>	<i>The lead consultant is responsible for facilitating the coordination of all information and its integration into the general scheme.</i>	
<b>ACTION F156</b>	Adopt a formal approach to 'question-and-answer' procedures with the cost consultant as soon as possible.	
<b>ACTION F157</b>	Ask the cost consultant to state priorities for receiving information for billing purposes.	
<b>ACTION F158</b>	At an early stage, request that all consultant team members use the CPI system for production information if this is practicable.	SEE ALSO F/SM1 F/SM2 F/SM3
<b>ACTION F159</b>	Continue to cooperate with the CDMC.  When carrying out design work, avoid foreseeable risks to those involved in the construction and future use of the structure and in so doing eliminate hazards, as far as reasonably practicable, and reduce risk associated with those hazards that remain.  Provide adequate information about any significant risks associated with the design.  Coordinate your work with others in order to improve the way that risks are managed and controlled.  Provide information that other team members are likely to need to identify and manage the remaining risks.  Cooperate with the client and other designers, including those designing temporary works, to ensure that incompatibilities between designs are identified and resolved.	

(CONTINUES)

<b>ACTION F159 CONTINUED</b>	Cooperation can be encouraged by <ul style="list-style-type: none"> <li>• setting up an integrated team involving designers, principal contractor and other relevant contractors (once appointed)</li> <li>• the appointment of a lead designer</li> <li>• agreeing a common approach to risk reduction during design</li> <li>• regular meetings of all the design team, including the CDMC, with the contractors and others (once appointed)</li> <li>• regular reviews of the evolving design</li> <li>• site visits, through which designers can gain a direct insight into how the risks are to be managed in practice</li> </ul> Review other designers' cooperation with the CDMC with respect to the pre-construction H&S information.	
<b>ACTION F160</b>	Discuss with the CDMC any outstanding matters of designers' contributions to the pre-construction H&S information.	
<b>NOTE</b>	<i>Remember that the pre-construction H&amp;S information, as prepared by the CDMC, will need to be issued at tender stage.</i>	
<b>F200</b>	Stage Activities	
<b>F210</b>	Developing the Production Information	
<b>ACTION F211</b>	Drawings; <ul style="list-style-type: none"> <li>• Prepare a schedule of drawings and other information needed.</li> <li>• Draw up a programme for the preparation and delivery of the drawings and the other Stage outputs and assess the resource required to complete it in line with the programme.</li> </ul>	SEE ALSO F/SM1

(CONTINUES)



ACTION F211	Confirm a system for recording and distributing information and revisions.
	Use standard title panels for all drawings and try to limit the number of different sizes of drawings; A1 is generally the preferred size.

NOTE

Compile specification notes as relevant during the production of drawn information.

ACTION F212	Specifications/schedules/bill of quantities:	SEE ALSO F/SM2 F/SM3
	<ul style="list-style-type: none"> <li>Agree with the consultant team a strategy including a programme for the production of appropriate documents (e.g. specification/schedules/bill of quantities).</li> <li>Assemble specification notes made during detail design Stage E.</li> <li>Prepare a checklist to show which headings or sub-headings might be relevant for the particular project.</li> <li>Select from the library of standard specification clauses (NBS is recommended).</li> <li>Mark up a library of clauses and produce a draft copy of the specification.</li> <li>Identify sections or items that are not covered adequately and which will require special drafting.</li> <li>Allocate responsibilities for writing particular parts of the specification.</li> <li>Establish which parts will be by prescription and which by performance requirements.</li> <li>If specifying by reference, obtain the documents and carefully read the relevant parts.</li> <li>Review selection of materials, descriptions of workmanship, etc. and check with cost plan.</li> <li>Decide on the presentation of the specification.</li> <li>Check final copy for errors, omissions and possible inconsistencies either within parts of the document or between the specification and other production information.</li> <li>Establish the number of copies required and distribute as appropriate.</li> </ul>	

(CONTINUES)

ACTION F212	To assist the cost consultant (QS) during preparation of the bills, the architect might be expected to supply the following:
	<ul style="list-style-type: none"> <li>specification or specification notes for incorporation as preambles to work sections</li> </ul>

NOTE

- information for inclusion in preliminaries such as:
  - form of contract, supplements, option clauses, amended clauses, etc.
  - content and use of contract documentation
  - method statements required
  - pre-tender health and safety information
  - work to be done by employer direct
  - requirements concerning sequence, time limitations, etc.
  - provisional sums to be included
  - provision for named/nominated subcontractors/suppliers
- diagrams for inclusion in the bills (e.g. extent of retaining structures, cornice profiles, multi-coloured paintwork, etc.)

Rule 5.3 of SMM refers to the use of dimensioned diagrams in place of a dimensioned description. Drawn information to accompany the bills:

- location drawings (i.e. block plan, site plan, floor plans, sections and elevations)
- component drawings (i.e. showing information necessary for manufacture and assembly)
- drawn schedules
- dimensions, which will normally appear on the drawings listed above

In particular, the cost consultant will require overall dimensions, and internal dimensions of all rooms and spaces. Rules 5.1, 5.2 and 5.4 of SMM refer to drawn information. These might be expected to apply to most of the work sections listed above. In many cases this will simply show the scope and location of the work. In other cases (e.g. E, H, etc.) it will require the supply of detail drawings.

The cost consultant will almost certainly expect a rapid response to the query sheets directed at the architect during bill preparations. It will also assist the cost consultant if information is despatched to suit the taking-off process, that is to ensure that the right information is received in the right sequence.

The Standard Method of Measurement contains a full set of the general rules. There is also the SMM Measurement Code published in conjunction with CPI which includes a commentary on particular rules and contains illustrative material likely to be of assistance to the architect.

F

**ACTION F213** Obtain the necessary information from firms to be named or nominated.

**NOTE** Obtain this information in good time and place reliance on it only after having secured a design warranty in favour of the client.

Check on availability and delivery before including particular materials or sources named in production information.

**ACTION F214** Complete the information with respect to prescriptive/ performance items in bills, etc.

**NOTE** Take care when including provisional sums that the figure is adequate, and that wherever possible it is for defined work.

**ACTION F215** Draft preliminaries, preambles, specifications for materials and workmanship.

**NOTE** Use specification clauses which are clear and precise. It should be normal practice to use the appropriate version of NBS. It is important that the specification, in addition to the bill of quantities, is incorporated so that it forms part of the contract documentation.

**ACTION F216** Provide information as agreed to the cost consultant for preparation of tender pricing documents (or prepare pricing documents if appointed to do so).

**ACTION F217** Consider the requirements for the commissioning of engineering services by subcontractors and the main contractor, and provisions for testing for inclusion in tender documents.

**ACTION F218** Prepare report and submit to client.

**NOTE**

If procurement is through design and build:

- for an employer client: check whether the client has confirmed in writing acceptance of proposals and information supplied so far in Stages D–E which are to form part of the Employer's Requirements.
- for a contractor client: review any client's comments on the detail design or development and note any adjustments which may be unavoidable owing to modifications introduced lately by component manufacturers or specialist subcontractors.

Detail design amendments might also be necessary, for example, because of substitutes forced by long delivery times.

Check what action is to be taken as a result.

**F230 Inspections/tests**

**ACTION F231** Decide on the provisions for testing to be included in the bill of quantities/specification/schedules of work, including contractor's testing and commissioning of building services before completion.

**ACTION F232** Determine provisions for the client to witness testing if required and whether this is to be part of the contract period. Establish the contractor's obligations for attendance and rectification if necessary.

**ACTION F233** Decide on the method statement required from the appointed contractor on quality management testing, verification, audit and records.

**ACTION F234** Review quality management of potential suppliers and subcontractors and their general compliance in health and safety matters. Pass relevant information to the CDMC.



F260 Consultations/approvals/consents		
ACTION F261	Check that all necessary information has been obtained with respect to building control approval. Hold further discussions with authorities as necessary to resolve outstanding points.	SEE ALSO F/SM4
ACTION F262	If appropriate, continue discussions with the highways authority on matters such as access to site, waiting or off-loading restrictions, siting and design of temporary fencing, hoardings, etc.	
ACTION F263	Discuss, if appropriate, with relevant body (e.g. English Heritage) protective measures for existing works during site operations.	
ACTION F264	Submit Building Notice or application for approval by deposit of Full Plans, if not already submitted, together with relevant documents including a cheque from the client for the appropriate fee.	SEE ALSO F/SM4
NOTE F	Compliance can be certified either by the local authority or by an approved inspector. A list of approved inspectors can be obtained from the Construction Industry Council <a href="http://www.cic.org.uk">www.cic.org.uk</a>	
ACTION F265	Check that all party wall and foundation notices have been served.	

F270 Contract		
ACTION F271	Agree with the client and the CDMC the tendering period and procedures to be followed in opening tenders and notifying results.	
NOTE F	Allow adequate time for tendering, and for the assessment of tenders. The most acceptable tender must be thoroughly checked for errors, and this takes time. Allow time for checking by the CDMC.	
ACTION F272	If necessary, send out preliminary enquiries to firms selected as potential tenderers, as agreed with the client.	SEE ALSO H/SM1 H/SM2 H/SM3 H/SM4 H/SM5
ACTION F273	Arrange interviews to select the principal contractor if relevant and necessary.	
NOTE F	Pre-tender meetings and interviews should only be held if considered essential, and always with a strictly limited agenda.	
ACTION F274	If appropriate, arrange for interviews for selection of contractors by negotiation.	
ACTION F275	Check that the form of contract to be used has been confirmed with the client in writing.	
ACTION F276	Discuss with the client the need to use supplements to cover, for example, sectional completion, contractor's design, fluctuations, etc.	
ACTION F277	Discuss with the client the appropriate choice for optional provisions in the contract.	
	Advise on the particulars which need to be entered in the appendix to the contract, and referred to in the tender documents, e.g. dates, insurances, liquidated damages, option clauses, etc.	

F

<b>ACTION</b> <b>F278</b>	Check, in particular, that the client is aware of the requirements of insurance provisions in the contract and that they appreciate the advisability of seeking specialist advice from their insurers or brokers.
<b>NOTE</b>	<i>It is very important that the client should be fully aware of the insurance requirements well in advance of the tender process.</i>
<b>ACTION</b> <b>F279</b>	Confirm with the client the inclusion of any special clauses or amendments to the contract, bearing in mind legal advice obtained.
<b>ACTION</b> <b>F280</b>	Review the position with respect to advance orders for design, materials and fabrication by specialist subcontractors and suppliers, including nominated subcontractors. If authorised, take further necessary action.
<b>NOTE</b>	<i>Always obtain authorisation before taking action on advance orders.</i>
<b>ACTION</b> <b>F281</b>	Confirm with the client any arrangements to employ persons direct to carry out work not forming part of the contract during the contractor's occupation.
<b>ACTION</b> <b>F282</b>	Confirm with the client the details of any preliminary contracts for enabling works and, if authorised, take the necessary action.
<b>NOTE</b>	<p><i>If procurement is through design and build:</i></p> <ul style="list-style-type: none"> <li>• for an employer client: advise on completion and content of tender documents and the final form and content of the Employer's Requirements.</li> <li>• for a contractor client: inspect drawings and information received from specialist subcontractors and suppliers for checking against contractor's proposals, and advise the client.</li> </ul>

<b>F290</b>	<b>Cost planning</b>
<b>ACTION</b> <b>F291</b>	Provide information for the cost consultant to review the cost plan and monitor cost implications of decisions during the preparation of production information (or revise the cost estimate if appointed to do so).
<b>ACTION</b> <b>F292</b>	Cost consultant (or architect if appointed to do so) to review quotations received from specialist firms and check against provisional sums or budget figures.
<b>NOTE</b>	<p><i>If procurement is through design and build:</i></p> <ul style="list-style-type: none"> <li>• for an employer client: provide revised information if relevant for corrected cost estimates.</li> <li>• for a contractor client: provide revised information if relevant to contractor's estimators.</li> </ul>
<b>F300</b>	<b>General Procedures</b>
<b>ACTION</b> <b>F301</b>	Regularly check progress against the timetable for services (usually monthly).
<b>ACTION</b> <b>F302</b>	<p>Continue resource control procedures for the job at regular intervals (usually monthly):</p> <ul style="list-style-type: none"> <li>• Check expenditure against the office job cost allocation for Stage F.</li> <li>• Monitor fee income against projected fee income.</li> </ul>
<b>ACTION</b> <b>F303</b>	Report regularly to the client on fees and expenses incurred, and submit accounts at agreed intervals (usually monthly).
<b>NOTE</b>	<i>Check that the client settles all accounts promptly.</i>



**F400** Stage Outputs

The agreed outputs for Stage F might include the following:

- production information coordinated documents – probably including location, component and assembly drawings, drawn schedules, bill of quantities/specification/schedules of work

SEE ALSO  
F/SM3

NOTE

*The bill of quantities will normally be produced by the cost consultant.*

- Information prepared specially for use in self-build or semi-skilled operations
- Information for issue to specialist subcontractors and suppliers in connection with tender invitations
- Information for inclusion in pre-construction H&S information to be passed to the CDMC
- information which is not necessarily part of the tender package for use in dealings with third parties, landlords, tenants, funders, etc. (e.g. in connection with leases, boundaries, party walls, etc.)

NOTE

*If procurement is through design and build:*

- for an employer client: detail design information for incorporation into Employer's Requirements (part of Stages D–G).
- for a contractor client: general arrangement drawings, interface details, performance specification and other technical information (part of Stages F–G).

**Supplementary Material****F/SM1: Production information drawings****Coordinated Project Information**

Many problems and delays on site are due to inaccurate or incomplete information, and it is essential that the tender drawings, specifications, etc., and any subsequent production information produced, is complete and fully coordinated.

The use of Coordinated Project Information (CPI) is recommended for all projects regardless of procurement method. The Construction Project Information Committee (CPIC), a body made up of representatives of RIBA, RICS, ICE, CIBSE and the Construction Confederation, has been responsible for providing best practice guidance on the content, form and preparation of construction production information and making sure this best practice is disseminated throughout the UK construction industry. The CPIC publication *Production Drawings: A Code of Procedure for the Construction Industry* can be found on the CPIC website at [www.productioninformation.org](http://www.productioninformation.org) and provides best practice advice for this aspect of the procurement process.

The importance of non-adversarial team working has long been recognised. Current IT technology facilitates such tools as the single project model that rely on an integrated team structure, and good information is essential in maintaining a non-adversarial environment and a successful project.

**Structure of drawings**

G/SM1 sets out how production information drawings should comprise location drawings, component drawings and dimensioned diagrams in accordance with SMM.

Drawings from the structural engineer and the building services engineers should be structured in a compatible manner despite the fact that information in their cases is likely to come from a number of sources, including specialist subcontractors and suppliers.

**Purpose of drawings**

Drawings at this Stage are produced for three main reasons:

- because they must accompany bill of quantities or other tendering documentation and generally as stipulated by SMM
- because they will later become contract documents

- because they may need to be developed or issued as other 'necessary information' under the building contract to the main contractor when work on site commences

The number of drawings required is likely to be influenced by the size of the project, the procurement method to be adopted (i.e. who actually produces the drawings), and the relative significance of drawn information in relation to other contract documents.

Whatever drawings are produced it is important to be clear about their intended purpose and the needs of the user of the drawing. Any drawing should provide such information as shape or profile, dimensions (notional or finished), position, composition and relation to other parts including tolerances, fixing methods, etc. On a small project where only a small number of drawings is necessary, these might embrace the needs of all trades and suppliers and be annotated to the extent that no other supporting document is required.

Conversely, larger projects will require a considerable number of drawings and schedules, each devised with a particular trade or element in mind, and cross-referencing to other drawings will need to be carried out with great care.

A checklist of the parts of a building that may need to be covered in a production information drawing and schedule programme is given in Fig. E4.

#### Schedules

Some information is more clearly and conveniently conveyed in schedule form. This has traditionally been in drawn form, on A1 sheets for example, but is now more commonly produced as an electronic spreadsheet. Schedules commonly include:

- ironmongery (with location and fixings)
- doors
- windows (to include glazing)
- finishes (floor, walls, ceilings)
- precast lintels and sills
- inspection chambers and manhole covers
- colours

Any elements or components which are repetitive or can be grouped may be suitable for scheduling. The exercise is a good coverage check for compilers but information should not be repeated on the drawings as this might lead to confusion and inconsistencies.

It is quite common for suppliers to provide schedules on the architect's behalf but these should be thoroughly checked.

### F/SM2: Specification and schedules of work

#### CPI procedures

The introduction of Coordinated Project Information (CPI) procedures has created an efficient way of achieving integrated architectural and engineering drawings, specifications and bills of quantities. The Common Arrangement of Work Sections for building works (CAWS) has been adopted throughout the documents. CAWS is the result of detailed analysis of UK subcontracting practice and is compiled at the level of 'minimum subcontract package' termed 'work sections'. There should never be a need for further sub-division but it is normal to aggregate a number of work sections when letting actual subcontract packages. The National Building Specification (NBS), National Engineering Specification (NES) and Standard Method of Measurement (SMM) all use this arrangement. The architect and the cost consultant will find it easier to prepare and interpret a specification where it shares a common arrangement with the method of measurement used in preparing the bills and it also facilitates better understanding of the documents by contractors and specialists.

#### The specification

It is vital to understand that long before a specification evolves into a written document it is a process completely integrated with design. It eventually becomes a written document which may describe the materials or products to be used, standards of workmanship required, performance requirements and the conditions under which the work will be carried out. It should be clearly and economically worded, with the objective of transferring information from designers to constructors with accuracy and certainty.

A specification can be prescriptive, in that there is precise description of the materials, workmanship, etc. which leaves no area of choice to the tendering contractor. It can also be written as performance requirements either for the building components or for engineering services, in which case there will remain an area of choice on the part of the contractor as to how the stated performance will be achieved. If performance specification is to be used, great care needs to be taken in ensuring that the contractual terms recognise this additional responsibility of the contractor. In reality most modern specification sections use a combination of performance and prescription.

Some architects' practices might use a system of specification clauses developed for use with particular types of work (e.g. housing refurbishment). Care must be taken to keep such clauses relevant and up to date, and it is generally safer and more convenient to adopt a well-developed system such as NBS. This allows



for consistent description of materials and workmanship with full reference to British Standards and other codes and standards. NBS also enables performance specifications to be developed.

NBS is available in electronic form as 'NBS Building' (refer to [www.thenbs.com](http://www.thenbs.com)) an easy-to-use software package that enables the development of specifications on screen, referring to guidance and other technical information such as British Standards. Some clauses require additional information that can be typed in or completed by using drop-down lists of suggested solutions.

Under CPI the specification is the core document to which the other production information refers. The description of materials and workmanship contained in the specification should therefore not be repeated on the drawing or in the bills – these documents should refer to clause numbers in the specification. A specification will therefore be needed even when there is a separate bill of quantities. CPI advocates giving it contract document status by, for example, making it part of the bills. This can be done by calling the specification 'Bill Number 2'. Alternatively it can be done by including the specification at the start of the bills, or by introducing the relevant parts of the specification as preambles to the various measured work sections of the bill of quantities.

Where there is no bill of quantities, it may be wise to append a schedule of work to the specification for pricing purposes, possibly supported by a schedule of rates, or to require the tendering contractor to provide a priced activity schedule. If the specification has been prepared using the CAWS system then a breakdown according to work sections may not be very helpful when it comes to valuing variations or certificates.

The architect as designer is responsible for the method of specification selected, and the content. Specification notes will normally be compiled during the design process. The specification is a key document and will provide information to:

- the cost consultant when preparing bills of quantities
- the contractor's estimator when preparing a tender
- the clerk of works and the contractor during construction work

Members of the design team might prepare the specification for those parts of the work which require specialist knowledge but the architect as design team leader should coordinate overall content.

#### Schedules of work

Schedules of work comprise lists of the various items of work to be carried out, usually on a room-by-room basis. It is customary to introduce a number or area alongside the items to encourage systematic pricing by tenderers. Items in respect

of each room are usually listed under headings such as doors, ceilings, wall finishes, floor finishes, fittings, etc. Schedules of work should not contain quantities, for they are not exact documents by nature. A contractor, when pricing, should be expected to include everything necessary to complete the works.

Schedules of work might be contract documents where there is no bill of quantities. They are sometimes regarded as an alternative to a specification, particularly when used for housing refurbishment or alteration work. However, CPI would recommend that the specification is used, and that the items in the schedule of work refer to the detailed descriptions in the specification.

**F/SM3: Bill of quantities**

Pricing a bill of quantities is the traditional method of obtaining comparable tenders for projects where the design has been fully detailed beforehand. Where an accurate or full bill of quantities becomes part of the contract documentation, it usually means that quality and quantity included in the price will be as stated in the contract bills. It is therefore important to ensure that the bill accurately reflects the intentions of the architect and does not conflict with information shown on the drawings.

**Notional bill or approximate quantities**

Where it is not possible to present the cost consultant with a completely detailed design and specification, it may be possible to invite tenders on the basis of notional bill or approximate quantities. These should be reasonably accurate as to description and items, with only the amounts left subject to measurement after completion.

Work which cannot be quantified with certainty, even in an accurate bill of quantities, may be covered by the introduction of provisional sums (for either defined or undefined work), prime cost sums (where an accurate figure can be placed on a subcontract or supply item), or an approximate quantity (where the item is certain but the quantity is not).

The inclusion of a contingency sum is nothing more than a provisional figure for undefined work of an unforeseeable nature. All such items require later instructions from the architect before the contractor can act on them.

**Standard Method of Measurement**

A uniform basis of measuring work for inclusion in a bill of quantities may be found in the *Standard Method of Measurement of Building Works*, currently in a seventh edition (SMM7). For building work this is most likely to be using the Common Arrangement and in accordance with SMM. The contents of a bill prepared in this way are likely to include:

- Preliminaries/general conditions
- items which are not specific to work sections but which have an identifiable cost (e.g. site facilities, insurances)
- items for fixed and time-related costs (e.g. plant, temporary works)

Work sections (also incorporating cross-references to drawings and specification)

- C Demolition/alteration/renovation

- D Groundwork
- E In situ concrete/large precast concrete
- F Masonry – brick, block, stonework, etc.
- G Structural/carcassing – metal and timber
- H Cladding/covering – patent glazing, plastics, etc.
- J Waterproofing
- K Linings/dry partitions
- L Windows/doors/stairs
- M Surface finishes – screeds, tiling, decorating, etc.
- P Building fabric sundries – trims, ironmongery, etc.
- Q Paving/planting/fencing/outdoor furniture
- R Disposal systems – pipework gutters, drainage
- Y Mechanical and electrical services

For a comprehensive schedule of drawings required refer to the CPIC publication *Production: A Code of Procedure for the Construction Industry*, Appendix DE, which can be found at [www.productioninformation.org](http://www.productioninformation.org).



**F/SM4: Building control approval**

Preparing an application for Building Regulations approval is normally one of the services provided by the architect. In many cases, although informal consultations may well have taken place earlier, the drawings and calculations necessary to support a formal submission will not be sufficiently developed until well into production information.

The government website [www.planningportal.gov.uk](http://www.planningportal.gov.uk) provides a clear explanation of all the current regulations and the procedures for making applications for approval. This site includes sections on such matters as water efficiency, the 'Code for Sustainable Homes', the legislation that governs the Regulations, technical guidance on all the Approved Documents, the approval process, determination and appeals, a list of useful contacts and links to related internet sites.

Another useful website is [www.communities.gov.uk](http://www.communities.gov.uk). This contains information on 'Home Information Packs' and 'Energy Performance Certificates', the White Paper 'Planning for a Sustainable Future', the new fire safety laws, and many other relevant matters. It also contains the 'Building Regulations Explanatory Booklet', which provides a general guide to making an application.

In 2007 there were significant changes to Approved Document L 'Conservation of Fuel and Power'. In particular, it is important to note the requirement to submit energy performance calculations on completion of construction work, which must be performed by a certified person.

Regard should also be had to the Disability Discrimination Act 1995, a copy of which can be found at [www.opsi.gov.uk](http://www.opsi.gov.uk)

**PRE-CONSTRUCTION > STAGE G****Tender Documentation****STAGE DESCRIPTION**

As defined in *RIBA Outline Plan of Work 2007*:

- Preparation and/or collation of tender documentation in sufficient detail to enable a tender or tenders to be obtained for the project\*

\* These activities may be moved to suit project requirements

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### Stage Description

Generally Stage G involves the assembly and coordination of all the production information into the tender package. In addition, it is the Stage when the final cost plan is prepared by the cost consultant. This is an essential final check – before proceeding to tender – that the design as currently developed still meets the client's budget. It should be noted, however, that the cost plan should be updated regularly throughout the design process, with increasing levels of predictive accuracy. If the estimate reveals any unanticipated problems then some adjustment of the production information may be needed, before going out to tender. If this is the case it will require careful management and collaboration from all concerned.

### Design and build procurement

In design and build procurement, Stage G (and H) may be out of sequence with the other Work Stages. In cases where the client wishes to tender on detailed information the stages may follow something close to the normal sequence, but in others, where the design and build contract is entered into on minimal information, Stage G may follow Stage C, with Stages D–F occurring after the contract is let and sometimes during construction.

### Management procurement

With management procurement, the amount of production information available at the commencement of the project will be limited to the extent that much detail information will be supplied by the works contractors by way of shop or installation drawings. Nevertheless, the general production information will originate from the professional team, and the process of coordinating and integrating information will continue throughout the construction of the project.

**G**

### Key Obligations

(from RIBA Agreements 2007: Standard Agreements (S-Con-07): Schedule of Design Services (SS-DS-07))

Provide information for preparation of tender pricing documents OR  
Prepare schedules of rates/schedules of works for tendering purposes.

Prepare and collate tender documents to enable a tender or tenders to be obtained.

Assist lead consultant to identify and evaluate potential tenderers.

Provide information for preparation of pre-tender estimate of relevant cost.

Prepare and submit to client a Stage G report.

### G100 Preliminary Issues

#### G110 Information required

Check that all information necessary during Stage G is available:

- production information prepared during Stage F
- any further conditions imposed by the local building control and fire authorities, particularly relating to construction details and fire prevention, including finishes

#### NOTE

See note under this section in Stage F re the Regulatory Reform (Fire Safety) Order 2005.

- further contributions, information and recommendations from consultants in relation to documents submitted by approved subcontractors and suppliers

### G120 Appointment

**ACTION G121** Establish scope, content and context for Stage G activities.

#### NOTE

Put it into context, particularly if previous stages were undertaken by others. If possible, establish whether material produced now is likely to be acted upon by others taking over subsequent Stages.

<b>ACTION G122</b>	If coming new to the project at this Stage in the Plan of Work: <ul style="list-style-type: none"> <li>• Ascertain that relevant Pre-Agreement and earlier Stage checks have been carried out.</li> <li>• Agree fees and timetable with the client.</li> </ul>
<b>NOTE</b>	<i>Allow for familiarisation and reviewing of all usable material.</i>
	<ul style="list-style-type: none"> <li>• Confirm the role of the architect in relation to the rest of the consultant team.</li> <li>• Ensure that you have the necessary competency and resource to undertake the design work and address the H&amp;S issues likely to be involved in it.</li> <li>• Request a copy of the project-specific, pre-construction health and safety information and review it.</li> <li>• Advise the client of their responsibilities under the CDM Regulations and ensure that a CDMC has been appointed.</li> </ul>
<b>NOTE</b>	<i>Where a project is notifiable, the regulations require that the client appoints a CDMC as soon as is practicable after initial design work or other preparation for construction work has begun. This would generally be at Stage C.</i>
	<ul style="list-style-type: none"> <li>• Ensure that you have adequate professional indemnity insurance cover.</li> </ul>
<b>ACTION G123</b>	Check that the client's instruction to proceed has been given and confirmed in writing.
<b>ACTION G124</b>	Check that the client has settled all accounts submitted to date.
<b>ACTION G125</b>	Check appointing documents with respect to services and fees: <ul style="list-style-type: none"> <li>• If the services, cost or time targets are different from the agreement with the client, agree a formal variation by letter or deed as appropriate.</li> <li>• If the extent of professional services for Stage G is not settled, agree with the client and confirm in writing.</li> <li>• If the methods and levels of charging for Stage G are not yet settled, agree with the client and confirm in writing.</li> </ul>
<b>ACTION G126</b>	Assess office resources needed for Stage G and ensure that they are available and adequate.

<b>G130</b>	<b>Client</b>
<b>ACTION G131</b>	Check whether the client has confirmed in writing acceptance of any proposals and Information submitted at Stage F.
<b>ACTION G132</b>	Establish any points to be discussed and developed during Stage G.
<b>ACTION G133</b>	Check whether any necessary contractual information to be supplied by the client is still outstanding.
<b>ACTION G134</b>	Confirm with the client the details of any preliminary contracts for enabling works, demolition, etc.
<b>ACTION G135</b>	Confirm with the client the details of any advance appointments of subcontractors and specialists. Ensure that the client has copies of relevant warranties.
<b>ACTION G136</b>	Confirm with the client the details of any clerk of works' appointments if appropriate. <span style="float: right;">SEE ALSO J/SM2</span>
<b>ACTION G137</b>	Arrange with the client for further interviews of potential contractors if appropriate.
<b>ACTION G138</b>	Confirm with the client the details of any phasing, restrictions and implications.
<b>ACTION G139</b>	Confirm with the client the details of any proposal for work not forming part of the contract to be carried out by other persons.
<b>ACTION G140</b>	Confirm with the client the list of tenderers.
<b>ACTION G141</b>	Confirm with the client the details of contract appendix entries.
<b>ACTION G142</b>	Confirm with the client the details of any special or optional contract provisions.
<b>ACTION G143</b>	Confirm with the client and advisers that arrangements for insurance for works, etc. are being made.



<b>G150</b>	<b>Consultant team</b>
<b>ACTION G151</b>	Agree input to the Stage by consultant team members.
<b>ACTION G152</b>	Confirm Stage timetable for services and note its relationship to the project timetable as agreed with the client.
<b>ACTION G153</b>	Confirm timetable for receipt of any revisions to tender information required from consultant team members.
<b>NOTE</b>	<i>Establish a cut-off point for revised information to be passed to the cost consultant.</i>
<b>ACTION G154</b>	Confirm patterns for communication between the client, CDMC, project manager and design leader.
<b>ACTION G155</b>	Confirm programme and pattern for consultant team meetings.
<b>ACTION G156</b>	Integrate and coordinate input from consultant team members and specialists if this is covered under the architect's conditions of appointment.
<b>ACTION G157</b>	Continue to appraise input from specialist firms, including potential subcontractors and suppliers.
<b>ACTION G158</b>	Provide final information for pre-construction H&S information and pass to the CDMC.
<b>ACTION G159</b>	Discuss with the CDMC any outstanding matters of designers' contributions to the pre-construction H&S information.
<b>ACTION G160</b>	Coordinate production of the Information Release Schedule if appropriate.
<b>ACTION G161</b>	Confirm with consultant team members any further arrangements for inviting specialist tenders.
<b>ACTION G162</b>	Continue to appraise input from specialist firms, including potential subcontractors and suppliers.

<b>G200</b>	<b>Stage Activities</b>
<b>G210</b>	<b>Preparing the tender documents</b>
<b>ACTION G211</b>	Obtain from subcontractors and suppliers any outstanding project information.
<b>ACTION G212</b>	Provide final information to the cost consultant for bills and the pre-tender cost estimate.
<b>ACTION G213</b>	Consolidate the final detailed information for production drawings, subcontract specifications and preliminaries to bills of quantities/specification/schedules of work.
<b>ACTION G214</b>	Establish the form of the building contract and its conditions.
<b>ACTION G215</b>	Prepare, coordinate, collate and check tender documents.
<b>ACTION G216</b>	Prepare report and submit to the client.
<b>ACTION G217</b>	Request authority of the client to invite tenders.

**NOTE**

*If procurement is through design and build:*

- for an employer client: check whether the client has confirmed in writing acceptance of proposals and information supplied so far in Stages D–G which are to form part of the Employer's Requirements.
- for a contractor client: review any client comments on the detail design or development, and note any adjustments which may be unavoidable owing to modifications introduced recently by component manufacturers or specialist subcontractors.

*Detail design amendments might also be necessary, for example, because of substitutes forced by long delivery times.*

*Check what action is to be taken as a result.*

**G260 Approvals/consents**

**ACTION G261** Monitor progress on statutory and other consents. Submit additional information if necessary.

**ACTION G262** Monitor progress on party wall awards.

**G270 Contract**

**ACTION G271** Confirm any outstanding details of the contractual terms – including supplements, optional provisions, particulars – which need to be entered in the appendix to the contract.

**ACTION G272** Discuss with the client the results of any pre-selection interviews or other selection procedures, and take any necessary further action. **SEE ALSO H/SM1**

**ACTION G273** Confirm with the client the final tender list, and inform all tenderers of their inclusion.

**ACTION G274** Check that the client has finalised all insurance arrangements.

**ACTION G275** Check that all advance orders for design, materials and fabrication by specialist subcontractors and suppliers, as agreed, have been placed.

**ACTION G276** Check that any preliminary contracts for enabling works are under way and on schedule.

Administer the preliminary contracts, if authorised.

**ACTION G277** If appropriate, confirm with the client that the appointment of a clerk of works is in hand.

**ACTION G278** Confirm with the client that any arrangements to employ persons direct to carry out work not forming part of the contract are in hand.

**ACTION G279** Review, with other consultant team members, any further tenders received from specialist subcontractors and suppliers. Include in tender documents as appropriate.

**NOTE**

*If procurement is through design and build;*

- *for an employer client: advise on completion and content of tender documents and the final form and content of the Employer's Requirements.*
- *for a contractor client: inspect drawings and information received from specialist subcontractors and suppliers for checking against contractor's proposals, and advise the client.*

**G290 Cost planning**

**ACTION G291** Provide information for the cost consultant to prepare a pre-tender cost estimate (or prepare pre-tender cost estimate if appointed to do so).

**NOTE**

*The pre-tender estimate is an essential check prior to inviting tenders. At this point the estimate should be an accurate prediction of the tender figures. The design and tender documents may need to be amended if the estimate does not match the project brief.*

**ACTION G292** Review with the client the implications of the pre-tender estimate prepared by the cost consultant.

**ACTION G293** Discuss possible options with the client. Explain implications for timetable and consultants' fees if amendments are required to change (or comply with) the brief.

**ACTION G294** Report to the client on cost matters at agreed intervals.



*If procurement is through design and build:*

- for an employer client: provide revised information if relevant for corrected cost estimates.
- for a contractor client: provide revised information if relevant to contractor's estimators.

### G300 General Procedures

**ACTION G301** Regularly check progress against the timetable for services.

**ACTION G302** Continue resource control procedures for the job (usually monthly):

- Check expenditure against the office job cost allocation for Stage G.
- Monitor fee income against the projected fee income.

**ACTION G303** Report regularly to the client on fees and expenses incurred and submit accounts at agreed intervals (usually monthly).



*Check that the client settles all accounts promptly.*

### G400 Stage Outputs

Check that all the agreed outputs have been produced, which might include the following:

SEE ALSO  
F/SM1  
F/SM2  
F/SM3  
G/SM1

- finalised tender documents – probably including drawings, schedules, bills of quantities/specification/schedules of work, pre-construction H&S information, terms of bonds and warranties, subcontractor information and tenders. When sending out for tender, any of the following documents and information may be relevant:
  - a list of all tender documents so that the tenderers can check they have received the complete package
  - tender forms and details of procedure to be followed, e.g. type of tender required, submittals required, how the tender should be packaged and identified, to whom it should be sent
  - site information and surveys
  - drawings
  - drawn schedules, e.g. for doors
  - specification
  - bill of quantities
  - list of items to be paid for prior to delivery on site
  - schedule of works<sup>1</sup>
  - schedule of rates
  - activity schedule
  - Information Release Schedule
  - the Health and Safety Plan
  - programmed dates for proposed work
  - details of any phased commencement or completion
  - details of the contract terms and conditions, including insurance provisions
  - details of advance payment arrangements
  - details of any bonds or guarantees required from the contractor or to be provided by the employer
  - details of any warranties to be provided



CONTINUOUS

*Refer to G/SM1 for a comprehensive schedule of information to be provided.*



## CONTINUED

- information prepared specially for use in self-build or semi-skilled operations
- information for issue to specialist subcontractors and suppliers in connection with tender invitations
- Information which is not necessarily part of the tender package for use in dealings with third parties, landlords, tenants, funders, etc. (e.g. in connection with leases, boundaries, party walls, etc.)

SEE ALSO  
F/SM1  
F/SM2  
F/SM3  
G/SM1

## NOTE

If procurement is through design and build:

- for an employer client: detail design information for incorporation into Employer's Requirements (part of Stages D–G).
- for a contractor client: general arrangement drawings, interface details, performance specification and other technical information (part of Stages F–G).

## Supplementary Material

## G/SM1: Tender documentation checklist

## NOTE

There is a separate list for Employer's Requirements at G/SM2.

The CPIC Production Information Code gives guidance on drawn information to be issued to tenderers. It covers contracts with and without quantities, sets out the definitions and rules relating to drawn information in the *Standard Method of Measurement of Building Works* (SMM7) and gives guidance on how those requirements may be satisfied.

Prior to tender Stage drawn information is used mainly for the measurement of quantities. On 'with quantities' contracts SMM requires drawn information to be provided to tenderers to give:

- an overall picture of the project to allow assessment of the cost significance of the design and decisions to be made about methods of construction
- detailed information about parts of the work where this information is more effectively communicated graphically than by a lengthy description in the bill of quantities

The requirements for provision of this information are dealt with below. Drawings selected from those normally available for construction of the project should satisfy the SMM requirements (except for dimensioned diagrams).

Apart from the specific requirements for provision of drawings, SMM allows descriptive and specification information to be given on drawings or in the specification, provided a specific cross-reference is given in the bill of quantities description of the item (SMM General Rule 4.2).

The following types of drawings are referred to in SMM:

- location drawings
- component drawings
- dimensioned diagrams

## Location drawings

The SMM rules for Preliminaries/General conditions require certain location drawings to accompany the bill of quantities. These are defined in General Rule 5.1 as follows:

- (a) Block Plan: shall identify the site and locate the outlines of the building works in relation to a town plan or other context.

(b) Site Plan: shall locate the position of the building works in relation to setting out points, means of access and general layout of the site.

(c) Plans, Sections and Elevations: shall show the position occupied by the various spaces in a building and the general construction and location of principal elements.

The architect's smaller scale location drawings will normally satisfy this requirement. The majority of work sections in SMM commence with a statement of the information to be provided specifically for that type of work. The requirements will normally be met by the architect's location drawings referred to above. If not, other drawings produced by the architect, structural, mechanical and electrical engineers, etc. should be provided.

SMM7 applies equally to all with quantities projects. However, when deciding which drawings to include to comply with the rules, the type, size and relative complexity of the particular project will need to be considered. For example the scope and location of foul drainage above ground for a simple single storey building may be adequately defined by the general arrangement floor plan showing the sanitary appliances whereas more detailed drawn information will be required for this work in a more complex building.

In addition to the requirements concerning location drawings there are other SMM rules, which although not specifically referring to drawings, can often be complied with to best advantage by giving information on drawings referenced from the bills of quantities. An example is Section D20 Excavating and filling which requires details of:

- ground water level
- trial pits or bore hole details stating their location
- features retained
- live over or underground services indicating location

#### Component drawings

Component drawings are required by General Rule 5.2 to show the information necessary for the manufacture and assembly of components.

#### Dimensioned diagrams

Dimensioned diagrams are required by SMM General Rule 5.3 to show the shape and dimensions of the work covered by an item. They may be used at the discretion of the quantity surveyor as an alternative to a dimensioned description except in those cases where there is a specific requirement for a dimensioned diagram. Dimensioned diagrams may be prepared by the quantity surveyor or,

on their behalf, by the architect. They can also be extracts from the architect's or engineer's drawings reproduced at a suitable size for incorporation in the bills of quantities.

Dimensioned diagrams should not appear in documentation other than the bills of quantities. However, there may be occasions where it is more appropriate to issue the architect's or engineer's drawings with the bills of quantities rather than produce dimensioned diagrams. In such instances it will be necessary to identify the drawings in the bill description.

#### Preparation of tender documents

The tender documentation will include the bills of quantities, the tender drawings, the project specification (as appropriate), the form of tender and the letter of invitation. The bills of quantities will list the drawings from which the bills have been prepared, and copies of these should be kept as a record. It is good practice to indicate which of the drawings listed accompany the tender documents.

As much of the drawn information as possible should be contained within the bills of quantities to minimise the problem of expensive reproduction of drawings. The provision of copy negatives or similar methods rather than prints will also assist in keeping down tendering costs.

It will be of assistance to contractors if, when domestic subcontractors are named in bills of quantities, the drawings and the specification relevant to their work are sent to them direct, obviating the need for all tendering contractors to do so when they can see from the bill that this has been done.

Refer to F/SM3 for a schedule of location drawings required.



## G/SM2: Design and build documentation

### Employer's Requirements

The Employer's Requirement document is the basis for obtaining tenders and is created during the Pre-Construction Work Stages C–G (or such other stages as may be agreed for the project) prior to inviting tenders at Stage H. It might comprise:

Preliminaries and contract conditions:

JCT DB05 Schedule 2 Supplemental Provisions

1. Named subcontractors
2. Bills of quantities
3. Valuation of change instructions
4. Direct loss and/or expense

Pre-construction information pack

Design information

*(all or part may be by way of performance specification)*

- 1:100 plans, sections and elevations
- 1:500 site layout, including critical setting out data
- 1:50 room layout plans
- Site – extent, external works and access
- Landscape design
- Fire compartments and escape routes
- Engineering services mains and risers
- Plant spaces
- Drainage – main runs
- Enabling works

Specification

- Quality – aesthetics
- Constraints
- Materials and workmanship
- Technical standards
- Building owner's manual – operation and maintenance
- Health and Safety File

Schedules

- Equipment including sanitary and storage fittings, user outlets, etc.
- Commissioning and testing

### Other information

- Brief
- Client's health and safety policy
- Site constraints (covenants etc.)
- Topographical surveys
- Geotechnical report
- Existing engineering services and/or main supplies
- Planning consent – outline/detailed/reserved matters
- Statutory consultation records
- Room data sheets

The amount of information to be included in the Employer's Requirements can vary enormously. A straightforward project requiring a relatively simple design solution which can be left largely to the contractor may need little more than basic details of site and accommodation. With a more complex problem, or a design which needs sensitivity of detail, the Employer's Requirements might extend to a full scheme design.

The number and detail of documents that make up the Employer's Requirements will be influenced by considerations such as:

- how much design control the employer wishes to retain, for example in the interests of maintenance programmes or because of functional requirements
- whether the employer regards the process as more of a develop and construct operation, where only constructional details are left in the hands of the contractor
- whether contractor's standard unit types will form the basis of the scheme
- whether the employer will require design continuity via novation or a 'consultant switch'
- whether the employer has appointed a planning supervisor and whether the pre-tender Health and Safety Plan exists

Generally the Requirements will always need to include basic information, such as the following:

- site information and requirements (e.g. boundaries, topography, known subsoil conditions, existing services)
- site constraints (e.g. limitations of access, storage) and relevant easements or restrictive covenants
- topographical surveys
- geotechnical reports
- planning permission obtained or conditions known (contractors will not usually tender until outline planning permission has been obtained)



- reports on other statutory consultations
- existing Health and Safety Files, client's health and safety policy documents
- functional nature of the building(s) (e.g. kind and number of units) and accommodation requirements
- schematic layout of the building (or more developed design as appropriate)
- specific requirements as to forms of construction, materials, services, finishes, equipment, etc.
- specification information, probably including performance specifications
- room data sheets
- equipment and fitting schedules
- details of special programming requirements (e.g. phased completion)
- contract data or special requirements (e.g. named subcontractors, as built information)
- requirements concerning contractor's design liability, insurance cover, design team, requirement to use employer's designers, etc.
- clear statement of the extent of information and detail to be included in the contractor's proposals
- content and form of the contract sum analysis
- if JCT DB05 is to be used, information related to supplementary provisions

It is generally accepted that too specific an approach over design and constructional matters, or the specifying of proprietary systems and materials, may reduce the contractor's design liability in the event of a failure.

#### Contractor's Proposals

These will be in direct response to the Employer's Requirements. Architects acting as consultants to a contractor client will first need to check the information provided to establish whether it is adequate. A query list is often necessary to obtain clarification on matters of conflict or omission.

Submissions sometimes take the form of an A3 brochure, and typically include the following:

- design drawings (e.g. site layout, floor plans, elevations, principal sections, some detailed drawings, landscaping)
- structural details (e.g. foundation and structure general arrangement drawings)
- mechanical services (e.g. layouts of ducts, pipe runs, schematic indications for all systems)
- electrical services (e.g. floor layouts showing lighting, power, alarms)
- specifications (e.g. particular for trades prescription and performance, general specification for workmanship, materials, finishes)
- programme (e.g. bar chart)

- method statements (e.g. general organisational matters and in particular the health and safety information proposals)

The tender figure will usually be required to be made separately. With it will be the contract sum analysis.

The structure of the contract sum analysis will be in accordance with the Employer's Requirements. A typical breakdown could be:

- design work
- preliminaries
- health and safety provisions
- demolition
- excavation
- concrete
- brickwork and blockwork
- roofing and cladding
- woodwork
- structural steelwork
- metalwork
- mechanical and plumbing services
- electrical services
- glazing
- painting and decorating
- drainage and external works

## Tender Action

### STAGE DESCRIPTION

As defined in *RIBA Outline Plan of Work 2007*:

- Identification and evaluation of potential contractors and/or specialists for the project\*
- Obtaining and appraising tenders; submission of recommendations to the client\*

\* These activities may be moved to suit project requirements

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### Stage Description

Tendering is an activity not wholly confined to Stage H. For example, there will often be the need to obtain tenders from specialist subcontractors or suppliers at an earlier Stage. Sometimes it may be advantageous if the main contractor is appointed earlier to advise pre-construction, followed by a second stage tender for the full contract works. Obviously the procurement method adopted – or the size and complexity of the project – can have an effect on Tender Action and timing. For example, in management procurement, there will be a tendering procedure to select the management contractor (or construction manager) followed by separate tendering for each works package. Normally, however, Stage H is when the main contract tenders are invited and evaluated, and advice is given to the client on appointing the contractor.

Tenders may be obtained by following one of these routes:

- open tendering – open to all and in theory competitive but generally regarded as wasteful, often unreliable, and not in the client's long-term interests
- selective tendering – open to selected invitees only, competitive and appropriate for all forms of procurement but with fair and clear criteria for selection
- negotiated tendering – applicable where price is not the main criterion, and not necessarily competitive except perhaps where it forms the second step in a two-stage process – this may not be applicable for certain public sector contracts (e.g. EU procurement rules)

Tendering will mostly be a single-stage activity but where the project is particularly large and complex, or where the procurement method makes it desirable, two-stage tendering can be a more efficient and satisfactory way forward.

Regardless of the route chosen, it is important to ensure that tendering is always on a fair basis. Competition should only be between firms who have the necessary skills, integrity, responsibility and reputation to enable them to deliver work of the nature and standard required. Competitive tendering should involve only a realistic number of bids from firms who have been given the same information and the same realistic period in which to formulate offers.

It is sound practice always to follow current relevant guidance.

Tendering in the local or public authority sectors may also be subject to standing orders, and the Public Contracts Regulations 2006 and any subsequent legislation. Where such legislation applies it is important that it is followed exactly.



**Key Obligations**

(from RIBA Agreements 2007: Standard Agreements (S-Con-07): Schedule of Design Services (SS-DS-07))

Contribute to appraisal and report on tenders/negotiations.

If instructed, revise construction information to match adjustments in the tender sum.

**H100** Preliminary Issues**H110** Information required

Check that all information necessary during Stage H is available:

- tender documents, complete and ready for dispatch to invited tenderers
- pre-construction H&S information
- tender list as agreed with client
- completed tender documents from nominated or named subcontractors and suppliers with all sections properly completed
- relevant published procedure notes and guidance on selected method of tendering (e.g. Construction Industry Board publications available through the Construction Industry Council website, [www.cic.org.uk](http://www.cic.org.uk), JCT Practice Note 6 Series 2))
- completed particulars for contract, and for supplements to form of contract
- pre-tender cost estimate prepared by cost consultant based on bills of quantities/specification/schedules of work

**H120 Appointment**

**ACTION H121** Establish scope, content and context for Stage H activities.

**NOTE** Put it into context, particularly if previous stages were undertaken by others. If possible, establish whether material produced now is likely to be acted upon by others taking over subsequent Stages.

If the appointment includes Stage L2, the architect must contribute to appraisal of tenders/negotiations relative to occupation strategies and facilities management matters.

If the appointment includes Stage L3, the architect must identify any changes to targets and their causes.

**ACTION H122** If coming new to the project at this stage in the Plan of Work:

- Ascertain that Pre-Agreement and earlier stage checks have been carried out.
- Agree fees and timetable with the client.
- Confirm the role of the architect in relation to the rest of the consultant team.
- Ensure that you have the necessary competency and resource to undertake the design work and address the H&S issues likely to be involved in it.

**NOTE** Allow for familiarisation and reviewing of all usable material.

- Request a copy of the project-specific, pre-construction health and safety information and review it.
- Advise the client of their responsibilities under the CDM Regulations and ensure that a CDMC has been appointed.

**NOTE** Where a project is notifiable, the regulations require that the client appoints a CDMC as soon as is practicable after initial design work or other preparation for construction work has begun. This would generally be at Stage C.

- Ensure that you have adequate professional indemnity insurance cover.

**ACTION H123** Check that the client's instruction to proceed has been given and request that this is confirmed in writing.

**ACTION H124** Check that the client has settled all accounts submitted to date.

**ACTION H125** Check appointing documents with respect to services and fees:

- If the services, cost or time targets are different from the agreement with the client, agree a formal variation by letter or deed, as appropriate.
- If the extent of professional services for Stage H is not yet settled, agree with the client and confirm in writing.
- If the methods and levels of charging for Stage H are not yet settled, agree with the client and confirm in writing.

**ACTION H126** Assess the office resources needed for Stage H and ensure that they are available and adequate.

Agree the arrangement for any additional services in case of design changes or tender renegotiation to meet the cost plan.

**H130 Client**

**ACTION H131** Check whether the client has confirmed the following:

- whether tendering for the particular project is subject to legislative control
- the preferred tendering method, any client tender operational requirements and the method for selecting names to be included on the tender list

**ACTION H132** Clarify and confirm any outstanding matters related to the tendering procedure to be followed in writing, including procedures to be followed after receipt of tenders.

**ACTION H133** Check with the client that the site will be available to the contractor on the date stated in the documents, and that there is nothing likely to prevent possession or commencement.

## H150 Consultant team

**ACTION H151** Agree timetable and input to the stage by consultant team members.

**ACTION H152** Confirm programme and pattern for any further meetings of the consultant team.

**ACTION H153** Check with consultant team members their input to main contract tender documents to discover inconsistencies or omissions.

**ACTION H154** Review with consultant team members tenders and accompanying information received from specialist subcontractors and suppliers and, if acceptable, approve them.

## H200 Stage Activities

### H210 Sending out for tenders

**ACTION H211** Make a final check of information for main contract tenders, including:

- that documents sufficiently explain the requirements and that they are accurate, listed and numbered
- that drawings required under SMM Measurement Code are ready to accompany bills to tenderers
- that any requirements for a warranty or guarantee bond are made known to tenderers at the time of invitation

**ACTION H212** Make a final check to ascertain whether the selected firms have all completed the tendering questionnaire, and any non-collusion or other similar certificates required by the client.

**NOTE** Key principles of good practice to be adopted when appointing contractors:

- Clear procedures should be followed that ensure fair and transparent competition in a single round of tendering consisting of one or more stages.
- The tender process should ensure compliant, competitive tenders.
- Tender lists should be compiled systematically from a number of qualified contractors.
- Tender lists should be as short as possible.
- Conditions should be the same for all tenderers.
- Confidentiality should be respected by all parties.
- Sufficient time should be given for the preparation and evaluation of tenders.
- Sufficient information should be given for the preparation of tenders.
- Tenders should be assessed and accepted on quality as well as price.
- Practices that avoid or discourage collusion should be followed.
- Tender prices should not change on an unaltered scope of works.
- Suites of contracts and standard unamended forms of contract from recognised bodies should be used where they are available.
- There should be a commitment to teamwork from all parties.

**ACTION H213** Invite tenders for main contract works from contractors on the final tender list.

SEE ALSO  
H/SM2

**NOTE** Follow the relevant codes of procedure for tendering to ensure fairness and reliable pricing.

- Supply all tenderers with identical information. If queries are raised during the tendering period, deal with them promptly, and notify all other tenderers in identical terms.
- Do not accept late tenders.

**ACTION H214** Initiate action for second-stage tendering if relevant.

SEE ALSO  
H/SM3

**NOTE** If procurement is through design and build:

- make a final check that Employer's Requirements are complete.

SEE ALSO  
G/SM2

H



**H230 Inspections/tests**

**ACTION H231** Arrange for tenderers to have the opportunity to inspect the site and/or existing buildings during the tender period.

**ACTION H232** Arrange for tenderers to have the opportunity to inspect drawings not issued with the tender documents.

**NOTE**

*If procurement is through design and build:*

- arrange for submission and testing of prototypes designed by contractors or specialist subcontractors, as required by tender procedure.
- if applicable, arrange for tenderers to submit any queries to the lead consultant for answering before tender submission. Q&A information should then be shared with all tenderers to ensure fairness and that all tenders are based on the same information.

**H260 Approvals/consents**

**ACTION H261** Check all necessary statutory and other consents have been obtained, and that party wall awards are in place.

**NOTE**

*If any permissions, consents or awards are still under negotiation at this stage this could mean that alterations will be required to the tender negotiations or that start on site will be delayed.*

**H270 Contract and tender review**

**ACTION H271** Amend production information if necessary following cost checks.

Establish whether changes are to be reflected in the contract documents (which will then differ from tender documents) or whether amendments are to be the subject of immediate variations under an architect's instruction issued when the contract has been entered into.

**ACTION H272** Check the effects of any amendments on specialist subcontract work and arrange for adjusted tenders if necessary.

**ACTION H273** Record all amendments.

Identify changes clearly on revised documents.

Retain and file all original issues.

**ACTION H274** Manage any Q&A arising during the tendering process.

**ACTION H275** Appraise, with the QS and CDMC, the tenders received and prepare a report with recommendations for the client:

- Check with the cost consultant for arithmetical errors in the most acceptable tender and if any are found, use the appropriate stated procedures.
- Inspect draft programmes submitted by tenderers, if required.
- Arrange for the CDMC to inspect material submitted by tenderers relating to health and safety requirements, and to appraise the construction phase health and safety information submitted by the most acceptable tenderer.
- Check that the tender includes information regarding the contractor's competency.

**NOTE**

*Deal with tender errors, or the need for a reduction, strictly in accordance with recommended procedures.*

**ACTION H276** Prepare and review the tender report with the client and discuss recommendations about acceptance.

**NOTE** Be wary of a very low tender and explain to the client the possible risks in accepting it.

**ACTION H277** If the lowest figure is greater than the amount allowed for in the cost plan, discuss with the cost consultant the most appropriate measures for reducing it, such as making alterations to the design, agree the action to be taken with the client and initiate it through negotiation or re-tendering.

**ACTION H278** Assist as necessary with any negotiations following consideration by the client of the most acceptable tender.

**ACTION H279** Continue with appraisal of tenders from specialists. Check that offers are still open for acceptance and that particulars on which they tendered are still correct.

**ACTION H280** Check that the CDMC has certified that the construction phase health and safety information has been developed sufficiently by the firm to be appointed as principal contractor for the construction phase to commence.

**ACTION H281** Notify unsuccessful tenderers of the result when the contract is signed and provide figures when appropriate.

**NOTE** If procurement is through design and build:

- assist the client with negotiations following the submission of the contractor's proposals and contract sum analysis, as relevant.

SEE ALSO  
H/SM4

### H300 General Procedures

**ACTION H301** Regularly check progress against the timetable for services.

**ACTION H302** Continue resource control procedures for job:

- Check expenditure against the office job cost allocation for Stage H.
- Monitor fee income against projected fee income.

**ACTION H303** Report regularly to the client on fees and expenses incurred, and submit accounts at agreed intervals.

**NOTE** Check that the client settles all accounts promptly.

### H400 Stage Outputs

Check that all the agreed outputs for Stage H have been produced, which might include the following:

- main contract tenders and report with recommendations
- tenders received from specialists with appropriate forms and 'numbered documents' where appropriate

**NOTE** If procurement is through design and build:

- for an employer client: report for client on appraisal of contractor's proposals and contract sum analysis.
- for a contractor client: report for client on appraisal of tenders submitted by specialist subcontractors and suppliers; final material for incorporation into contractor's proposals and in connection with contract sum analysis.

H

## Supplementary Material

### H/SM1: Selective tendering lists

The first stage in the tender process is the compilation of the tender list. Although this may not be finalised until Stage H, some preliminary enquiries can be made as soon as the overall scope, nature and approximate timescale of the work is known.

There are three steps in the selection of a contractor:

- (1) qualification, in which potential contractors are assessed as to their general skills and performance in undertaking given types or a range of projects
- (2) compilation of a tender list, in which the field of qualified contractors is refined to a short tender list of comparable, competent contractors who are willing and able to tender for a specific project
- (3) selection of successful tenderer, in which tenders are sought from those on the tender list and assessed to identify the preferred contractor

During the period of qualification, potential contractors will normally be required to provide information about their firms and their track records. Architects will then wish to take up references and make further enquiries about those who seem suitable for inclusion in the final tender list. It is advisable to maintain a file or record of all enquiries to contractors and subcontractors and their responses.

Lists of potential contractors can be as follows.

#### List of contractors for larger projects

The preliminary list will be compiled from previous experience and after discussion with the client, the QS and other consultants. If a wider pool is needed, enquiries could be made of registering bodies or from [www.constructionline.co.uk](http://www.constructionline.co.uk). A questionnaire can then be sent to all those on the preliminary list to ascertain their interest in, and suitability for, the project. The questionnaire might be expected to cover:

- name and details of company
- business status of company, names of directors, etc.
- financial status, share capital, etc.
- details of quality system and accreditation
- details of insurers and liability insurance
- construction turnover and details of contracts completed recently

- particular skills and experience of relevance to the proposed project
- the personnel who would be available for the proposed project
- names of three referees
- health and safety policy and procedures
- policy on discrimination

At this initial stage the tenderers should be informed of:

- the job name and location
- nature, scope and approximate value of the works
- the proposed dates and duration of the works
- the procurement method and contract form
- any contractor responsibility for design or other particular skills or experience sought
- the selection process and criteria to be used
- details of the tender procedure to be followed, e.g. whether any particular code or principles will be followed, the numbers of tenders to be invited, the anticipated dates and period of tendering

The completed questionnaire should be signed by a director of the company. On larger projects the questionnaire might also be followed by an interview. It should then be possible to finalise the tender list. It may be wise to identify one or two contractors as reserves, in the event that, nearer the tender date, one of those on the list can no longer tender. Those on the list and reserves should be informed, and any changes to the list notified to them immediately.

#### List of contractors for small projects

On smaller projects contractors are generally selected by reputation or from previous experience, and after consulting the client, office records, other consultants and other sources. It would still be good practice to write to all potential contractors requesting up-to-date information about their firm and a reference, and enquiring as to their current availability and anticipated workload. This would help ensure that the tender process runs smoothly and that only suitable contractors are invited.

#### Approved standing list of contractors

It is often a good idea to develop a 'standing list' of approved contractors that can be drawn on at the preliminary stage of a new project. This may be particularly helpful where the office is often involved in repeat – or very similar – projects. The list could be compiled after responses to a questionnaire sent to potential tenderers. Shortlists of tenderers for future particular projects can then be drawn up as and when required.



The questionnaire might be expected to include the information shown above, with additional entries to indicate the type of work that the firm has experience of, and whether they would be interested in tendering for non-traditional procurement contracts.

## H/SM2: Selective tendering – specialist subcontractors and suppliers

### 1. Identify items

During the detail design and production information stages, items where a measure of control over choice needs to be exercised should be identified. These might include for example:

- materials or suppliers named or nominated
- acceptable subcontractors restricted to listed names
- subcontractors named or nominated, as provided for by the contract

Where subcontractors or suppliers have been nominated or named under procedures laid down in the particular contract, there is usually a requirement or opportunity to use a standard design warranty in favour of the employer. However, where subcontractors or suppliers are referred to in items in the bill or specification, and are intended to be domestic appointments, the contractor will have no liability for their design input. In such cases the employer's interests might need to be protected by a warranty, should this be available. The client's consent should always be obtained in writing where subcontractors have a design input which might be regarded as having been subcontracted by the architect.

The purpose of tendering should be identified, e.g. whether it is to obtain information necessary to complete detail design, to obtain a realistic basis for a provisional sum, or to facilitate advance ordering, where desirable.

### 2. List suitable firms

Compile a list after discussion with other members of the design team and the contractor (if appointed). Refer to office records of previous experience and check out references if necessary.

### 3. Make preliminary enquiries

Consult the cost consultant and other consultants to establish a timetable for inviting tenders so as to provide necessary information for inclusion in bills/specification/schedules. Check that current information is obtained concerning the financial status of firms and that they have adequate resources. Send a preliminary invitation to tender, or to ascertain willingness for inclusion in a list of subcontractors or as a named supplier. If approximate dates and figures can be given at this stage, it should be possible to obtain a reliable response. It may be sufficient to make initial enquiries by telephone but a letter can be written if considered appropriate.

#### 4. Invite tenders

Use the correct standard forms appropriate to the form of contract, and check that all relevant information is entered before sending.

Check the information to be issued with the tender form, in particular the numbered documents (e.g. drawings, schedules, bills or specification) relevant to the subcontract works. They should adequately define the work to be tendered for. A covering letter may or may not be considered necessary.

If the subcontract work is such that no particular form or set of procedures is required under the terms of the main contract, then send tender information under a suitable enclosing letter.

In the majority of cases, domestic subcontract works will be entirely a matter between the main contractor and their selected subcontractors. However, if the building contract makes provision for the architect to select subcontractors, who will nevertheless be domestic, and the contract does not require any practitioner form to be used, the architect may need to write letters of invitation to them.

There may also be situations where the architect wishes to include the name of domestic subcontractors in main contract tender documents, if the building contract does not preclude this.

#### 5. Opening, selection and notification

Tenders should be opened as soon as possible after the date for receipt. Check that everything specified has been included. Note any omissions or added conditions and pass to the relevant consultants for comment, and to the cost consultant for cost checking.

Once a selection has been made, approve the selected tender on behalf of the employer.

Notify unsuccessful tenderers at once but do not give tender figures until a decision to proceed with the successful tenderer has been reached.

Where there is a direct subcontractor/client agreement, and only if considered desirable in the particular circumstances, issue instructions concerning advance ordering of design works, materials or fabrication. Do not do this before obtaining the client's agreement in writing.

After the appointment of the main contractor, meticulously follow the procedures set out in the main contract for instructing the acceptance of the subcontract tender. Before issuing the instruction, check that the offer is still open for acceptance, and that the particulars on which the tender was based have not changed.

### H/SM3: Selective tendering: Main contract – traditional procurement

#### 1. Decide whether single- or two-stage tendering is required

The single stage operates on the assumption that full information is available to tenderers at the time of tendering. The tender figure is then the price for which the contractor offers to carry out and complete the works shown on the drawings and described in the contract bills/specification/schedules.

Two-stage procedures allow the selection of the contractor by means of a first-stage competitive tender based on 'pricing documents' relating to preliminary design information. There will then follow negotiations when the design is completed, and bills of quantities are priced on the basis of pricing provided in the first-stage tender. This procedure is only suitable for large complex projects where there could be advantage in collaborating with the contractor during design stages.

#### 2. Make preliminary enquiries

Send a preliminary invitation to tender to selected potential contractors. This will enable contractors to decide whether they will tender, and allow them to programme tendering staff effort. The letter of invitation should have attached to it a description of the project, relating to the form of contract it is intended to use, together with all information that might be necessary for a contractor to assess whether they are competent and interested in undertaking the project. It is essential that full details are sent in this preliminary enquiry.

#### 3. Invite tenders

Send formal letters to tenderers informing them of the date for issuing tender documents and the closing date for submission of tenders. Documents may be dispatched by first class post or made available for collection if the number of documents is considerable.

A standard form of tender should be issued, and all tenderers clearly told that tenders will be submitted on exactly the same basis. Adequate time for tendering will be determined in relation to the size and complexity of the job.

Any particular requirements of the client concerning, for example, guarantee bonds or a certificate of non-collusion should be clearly stated in the formal invitation.

#### 4. Opening, selection and notification

Tenders should be opened as soon as possible after the date for receipt, and strictly in accordance with the procedures agreed with the client. Qualified



tenders should be rejected if it is considered that the qualification affords an unfair advantage, or the tenderer should be given an opportunity to withdraw the qualification.

The priced bills of quantities should be submitted at the same time as the tenders but in separate sealed envelopes clearly marked with the tenderers' names. Bills from unsuccessful tenderers should be returned unopened.

Tenders under consideration should be referred to the CDMC to check adequacy of allocated resources in respect of health and safety requirements.

Examination of the priced bills of the lowest tenderer should be undertaken immediately by the cost consultant, who should report on arithmetical errors.

Unsuccessful tenderers should be informed as quickly as possible, and once the contract has been let, every tenderer should be sent a list of firms who tendered (in alphabetical order) and a list of tender prices (in ascending order). It should not be possible to cross-reference the lists.

## H/SM4: Selective tendering: Main contract – design and build procurement

### 1. Make preliminary enquiries

Send a preliminary invitation to tender to selected potential contractors. This will enable contractors to decide whether they will tender, and allow them to programme tendering staff effort. The letter of invitation should have attached to it a description of the project, relating to the form of contract it is intended to use, together with all information that might be necessary for the contractor to assess whether it is competent and interested in undertaking the project. It is essential that full details are sent in this preliminary enquiry. In particular, for design and build, the letter of invitation should clearly state whether this is a single-stage or a two-stage process, and the extent to which the contractor will be expected to design the works and carry professional indemnity insurance.

The letter should have attached to it information relating to planning requirements, e.g. whether the project is within a conservation area, etc.

Tenderers will also need to know the basis for awarding the contract, e.g. on price alone, and if not, the extent to which other considerations will be taken into account, such as design quality, maintenance or running costs.

### 2. Arrange interviews

It is particularly important to arrange for interviews in the context of design and build. Matters to be raised might include:

- construction forms and methods favoured
- time considered appropriate for tendering and mobilisation
- design liability and insurance arrangements
- professional and technical support available to the contractor
- design and construction programme envisaged by the contractor

The interviewing panel should include the client, the CDMC and appropriate professional advisers.

### 3. Invite tenders

Send formal letters to selected tenderers either enclosing the tender documents in duplicate or informing them of the date for collection. The extent of these documents will depend on whether the tendering is single or two stage, but should include everything that is intended to form part of the final agreement (see G/SM2 for a checklist of what might be included in Employer's Requirements).



A standard form of tender should be issued. Adequate time for tendering will depend on the size and complexity of the project, and whether this is a single- or two-stage submission.

#### 4. Opening, selection and notification

Tenders should be opened as soon as possible after the date for receipt and strictly in accordance with the procedures agreed with the client.

With a single-stage procedure where price is stated to be the sole criterion, supporting design proposals and pricing documents should be submitted at the same time but under separate cover.

With a two-stage procedure the tender will also include an undertaking to enter into second-stage negotiations on the basis of the first-stage tender sum.

The examination of the contractor's proposals and pricing documents will be undertaken by the employer, the CDMC and other professional advisers, to establish that the proposals are consistent with the Employer's Requirements.

Unsuccessful tenderers should be informed as quickly as possible, and all documents received should be treated as confidential, and returned.

### H/SM5: Selective tendering: Main contract – management procurement

#### 1. Make preliminary enquiries

Send a preliminary invitation to tender to selected potential contractors. This will enable contractors to decide whether they will tender, and allow them to programme tendering staff effort. The letter of invitation should have attached to it a description of the project, the form of contract it is intended to use, the anticipated duration of the project pre-construction and construction, together with all information that might be necessary for the contractor to assess whether it is competent and interested in undertaking the project. It is essential that full details are sent in this preliminary enquiry.

With management contracting, the emphasis will be on ascertaining the nature and extent of the contractor's management skills and experience.

#### 2. Arrange preliminary interviews

Because of the large or complex management nature of projects usually procured by this method, it might be necessary also to hold preliminary interviews at this stage. This will enable the employer to gain a better understanding of the philosophy and management structure offered by some of the potential firms, to an extent not possible solely through written enquiries.

#### 3. Invite tenders

Send formal letters to selected tenderers. Tender documents should contain:

- clear conditions for the submission, so that all tenderers provide the same amount of information
- proposed timescales pre-construction and construction
- a clear indication of the assessment and interview procedures that will form part of the overall assessment

Criteria to be satisfied will normally include:

- management service offered
- key personnel for the project
- financial: in respect of both fees and ability to manage costs
- conditions of engagement
- programmes
- method statements

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## Stage Description

The architect may be nominated as the contract administrator. The terms of the building contract bind only the parties themselves, i.e. the employer and the contractor; they do not place contractual obligations on the architect. Nevertheless, should the architect as contract administrator fail in the procedural duties set out, for example not issuing a certificate as required, this could constitute a breach of contract on the part of the employer against whom the contractor may be able to claim losses. It is therefore important that the architect's contract for professional services reflects accurately their role under the construction contract.

With traditional procurement, the contractor normally undertakes to carry out and complete the works in accordance with the contract, to proceed regularly and diligently, to complete by the agreed completion date and to comply with instructions empowered by the contract.

The client or employer normally undertakes to give the contractor possession in order to carry out the work, ensure that all necessary information is made available to the contractor, appoint a contract administrator and pay all amounts properly certified or due under the contract.

With traditional procurement, the role of the contract administrator will vary considerably depending on the particular form used but the administrator would normally issue necessary information to the contractor, issue instructions empowered or required by the contract, issue certificates as required by the contract, and would be required to act in a fair and reasonable manner where impartial judgement is required by the contract.

## Design and build procurement

There is normally no role for an impartial contract administrator with design and build procurement. The architect will therefore have no direct involvement in contract administration. Where acting for an employer client, consultancy advice might be needed, or an architect might be appointed as the employer's agent. Where acting for a contractor client, any involvement will not go beyond giving consultancy advice. The authority of the employer's agent comes from the employer, not the construction contract, and the employer's agent has no duties under the construction contract.

## Management procurement

With management procurement there is usually the need for an independent contract administrator whose duties will normally include the issue of necessary

K

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