

Responsibility for Specialist Design

Presented by Bart Kavanagh



In the Beginning ...



... was the Architect



Caution Specialists Overtaking ...

Vertical Circulation

Cladding

Building physics/passive thermal control

Sliding doors

Illuminated walls

...





I know nothing about art But I know what I want

Holding the pencil

Preparation applying knowledge , skill and experience

Scheme

Development

Details

Organ grinder and monkey

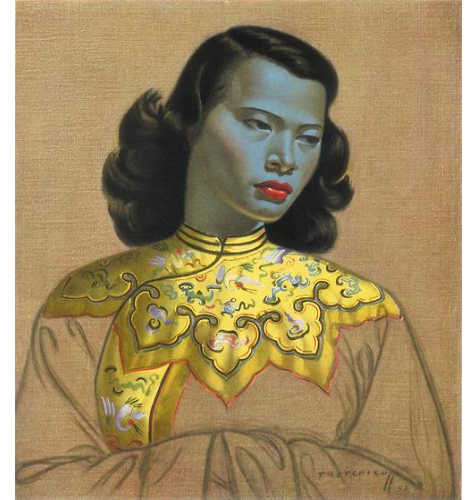
Integrated elements and components

Independent areas that can be separated from the main building.

Carrying the can

Consultant or subcontractor?

Decide rather than assume.



The fact that (the subcontractor) had provided some input ... by way of discussion and interaction with (the Architect) does not mean that the design ... was not that of (the Architect).

Does my Liability Look Big in This?

Contractor	Traditional contract with CDP D&B contract.
Consultant	Works by design consultant Works to be integrated into fabric Coordination of separate works
Specialist	Works to be integrated Separate works to be coordinated



There is a very real practical and engineering difference between completing the detailed design, ... substantially designed by (the Architect), and assuming a full design responsibility ...

The sole purpose of a shop drawing is to make a design intelligible for workshop and manufacturing processes. ... Continuing conformity of the design to the specification will be checked by the designer ... before manufacture commences.



Keep Out – Specialist Work



If no such brief or document which can clearly be identified as "Employer's Requirements" has been provided, ... it may be that one cannot even by inference or interpretation determine that a CDP notification has been given.

Inference

If a specialist is to be responsible for design his scope of work should be a discrete element to be incorporated into the broader design rather than a contribution to the working out of the detail design of a larger element.



How do I manage thee ...

Risk	Selection of appropriate design consultants Selection of appropriate specialist subcontractors Balancing time, cost and quality/liability
Responsibility	Clarity of apportionment of responsibility Selection of appropriate Agreements
Technicalities	Selection of appropriate Agreements Rigorous operation of the contract mechanisms
Procedures	Design Management Plans Pre-selection workshops Pre-start workshops



In commercial and practical terms, it is important in my judgment under this construction contract for the notification to be clear and unambiguous.

The need for a clear CDP notification should not be considered to be satisfied if one has to try to scabble around for it in documents issued ...



'twas ever thus ...

