



DESIGN IS GOOD BUSINESS

It doesn't just add value; it multiplies it.



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Your building can do much more than keep the rain off your business; it can advance your business plan. To capture the full value of your capital program, you will do well to engage your architect in a discussion of your business goals, with your business leaders.

What Are Construction Documents For?

Construction Documents as Description

The most tangible deliverable your architect provides is a set of construction documents—the drawings and accompanying written specifications that describe the building for the contractor. Yet these documents are not a product. Architects don't sell products, they sell a service: the design of buildings, which requires a rare combination of reason and imagination, honed through rigorous training and experience. The architect's unique and indispensable contribution to the building endeavor is the ability to integrate many different concerns—utility, comfort, beauty, stability, durability, economy, efficiency... —and to shepherd this complex set of goals through the complicated processes of entitlement, regulation,

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and construction.

The architect's synthesis of disparate goals is essential, to make sure that all of the elements of the building work in harmony and without conflict. Other professionals know more than the architect about their specialties. The mechanical engineer knows more about plumbing, the electrical engineer knows more about electrical loads. But the specialization that enables deep mastery of their particular disciplines comes at the expense of a full understanding of the project as a whole. That's what the architect brings, and that's why it's a good idea for the architect to hire and coordinate the work of other consultants, so that, for example, the placement of a pipe doesn't conflict with a structural column or a recessed lighting fixture, doesn't compromise an acoustic separation or impede an anticipated expansion of the building.

The architect's construction documents incorporate all of those intersecting concerns, describing for the contractor what he or she is being asked to build. They don't tell the contractor what order to do things in or how to run the job site; those are the contractor's responsibility. But they describe the outcome—the product the contractor agrees to provide.

Construction Documents as Agreement

Because the construction documents define what the contractor will provide, they form part of the contract for construction between the owner and contractor. Accordingly, they are also known as contract documents. Once the owner and contractor enter into a contract for construction, the architect's role largely shifts from designer to contract administrator. The architect reviews the progress of construction to determine if the work is in conformance with the contract documents, so that the owners get what they are paying for. Being responsible for the project's design in the first place, the architect is the best party to assess this conformance during construction.

Construction Documents as Instruments of Service

Construction documents are what are known as instruments of service. They are the tool—the instrument—that the architect employs to convey the service he or she provides: designing a building. The design itself is the intellectual property of the architect and remains so even when the building is complete. It is a violation of copyright to use construction documents

prepared for one building to build another building, unless the architect of those documents agrees to their use, typically for appropriate compensation. This principle not only protects the architect's intellectual property; it also quite reasonably shields the architect from liability for mishaps that may occur when documents are used in situations other than the one for which they were prepared. California Business and Professions Code section 5536.4 clearly and concisely codifies the principle:

- (a) No person may use an architect's instruments of service, as those professional services are described in paragraph (2) of subdivision (b) of Section 5500.1, without the consent of the architect in a written contract, written agreement, or written license specifically authorizing that use.
- (b) An architect shall not unreasonably withhold consent to use his or her instruments of service from a person for whom the architect provided the services. An architect may reasonably withhold consent to use the instruments of service for cause, including, but not limited to, lack of full payment for services provided or failure to fulfill the conditions of a written contract.

Summing Up

Construction documents play three roles, providing value to each of the parties in the building endeavor. As instruments of service, they provide the architect with a means of conveying the design for its intended purpose and no other. As description, they provide the contractor with information he or she needs to construct the building. And as contract documents, they provide the owner with a clear definition of the product he or she is paying for.

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2015 AIACC Merit Award for Architecture, Windhover Contemplative Center, Stanford University, Palo Alto, CA, Aidlin Darling Design. A respite from the intensity of daily campus life and an oasis for quiet reflection for students, faculty, and staff.

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