Operational Structure & Owners guide to Project Delivery Methods

BY DANIEL VALLE ARCHITECTS
ARCHITECTURAL PROJECTS WITH BIM
OPERATIONAL STRUCTURE
Architectural licence
Architectural projects with BIM
Architectural projects without BIM
Interior projects

OPERATIONAL STRUCTURE ARCHITECT’S FEE REFERENCE
Architectural site supervision fee rate

OWNERS GUIDE TO PROJECT DELIVERY METHODS
Introduction
Project Delivery Methods available to owners
Contracting alternatives
Design-Bid-Building

KIRA reference fee from the Korean Institution of Registered Architects
The Ministry of Government Legislation (MOLEG) architect’s design fee rate
Architectural design contract by KIRA architect-client contract sample

ARCHITECT’S FEE REFERENCE

The Ministry of Government Legislation (MOLEG) architect’s design fee rate
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Daniel Valle Architects is the architectural division of DV2C2 SL, a professional limited liability architectural and engineering company registered in 1997 in Madrid, Spain. The company holds an architectural license in Spain and is fully authorized to practice architecture in Spain.

Since January 2013 the company registered a branch office in Seoul. The branch office currently does not hold a Korean architectural license and, therefore, the approach to architectural projects is though the collaboration and/or subcontracting of Korean architectural firms holders of the Korean architectural license.

For interior design and urban planning consulting works, the company can operate in South Korea without Korean architectural license.
INTERIOR DESIGN PROJECTS

The operational structure for interior design works in Korea is simple since it is not required the subcontracting of neither many consultants nor the use of architectural license.

In this scenario, DVAs fields of expertise cover the entire process of design and construction including concept, development, construction documents, tender, site supervision, commissioning and handover.

ARCHITECTURAL PROJECTS without BIM modeling

For architectural projects, with no BIM requirements, DVAs fields of expertise also cover the entire process of design and construction including concept, development, construction documents, tender, site supervision, commissioning and handover.

This process is possible by joint-venturing with Korean architectural firms holders of an architectural license. The local firm will be responsible for all permission approvals.
ARCHITECTURAL PROJECTS with BIM modeling

For BIM-architectural projects, DVA's fields of expertise also cover the entire process of design and construction including design phase.

During the design process, a BIM consultant is incorporated to the team from the very beginning to set up the BIM framework of work. They will be in charge of coordinating all BIM production from consultants, coordinate the communications and establishing all LOD and other parameter included in the BIM Execution Plan.
INTRODUCTION

This document is a summary of the Owners guide to project delivery methods produced by the CMAA (The Construction Management Association of America) in the year 2012.

This document is an introductory guide for owners who face the choice of delivery methods for their projects and it provides a comparison among the various available methods with an outline of the pros and cons of each.

There are many delivery methods in use today, but virtually all of them are variations of the four most common methods that are:

a. Design-Bid-Build (DBB)
b. Construction Management At Risk (CMAR)
c. Design-Build (DB)
d. Integrated Project Delivery (IPD)

Construction Management is a discipline uniquely tailored to the planning, design, and construction process of projects. Agency Construction Management is a management process whereby the owner utilizes a construction manager (CM) as its principal agent to advise on or manage the process over the life of the project, or during specific phases of the project.

Construction Management is a professional management practice applied to construction projects from project inception to completion for the purpose of controlling time, cost, scope and quality.

PROJECT DELIVERY METHODS AVAILABLE TO OWNERS

A project delivery method is a system designed to achieve the satisfactory completion of a construction project from conception to occupancy. A project delivery method may employ any one or more contracting formats to achieve the delivery.

Because of financial, organizational and time constraints, various project delivery methods have evolved to fit particular project and owner needs. Most delivery methods used today are variations of three methods: Design-Bid-Build, Construction Management At Risk, and Design-Build. A fourth method, Integrated Project Delivery, although to date only used on a negligible number of projects, is included here due to the attention it is getting and the interest in understanding the concept. The four methods and the primary variations are:

Design-Bid-Build (DBB) - Typically involves three sequential project phases: The design phase, which requires the services of a designer who will design the project, the bid phase, when a contractor is procured; and a build or construction phase, when the project is built by the contractor. This sequence usually leads to the sealed bid, fixed price contract.

Construction Management At Risk (CMAR) (also called CM at Risk and CM/GC) - A delivery method that entails a commitment by the CMR for construction performance to deliver the project within a defined schedule and price, either fixed or a Guaranteed Maximum Price (GMP). The CMR acts as consultant to the owner in the development and design phases, but as the legal equivalent of a general contractor during the construction phase.

Design-Build (DB) - A project delivery method which combines architectural and engineering design services with construction performance under one contract. Variations include:

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Design-Build (DB) - A project delivery method which combines architectural and engineering design services with construction performance under one contract. Variations include:
3. Reimbursable
2. Guaranteed Maximum Price (GMP)
1. Fixed Price or Lump Sum (LS)

Each of these project delivery methods carries a different level of risk for the owner. Generally, the level of control provided to the owner correlates with the level of risk, as illustrated in the following chart.

### CONTRACTING ALTERNATIVES

Contracting and compensation methods for professional services and construction services will generally fall into one of three categories:

1. Fixed Price or Lump Sum (LS)
2. Guaranteed Maximum Price (GMP)
3. Reimbursable

These methods are not specific to any particular delivery method, and may be applied to contracting for professional services, such as design, engineering, and construction management, as well as contracting for construction services.

Lump Sum contracting, also called Fixed Price, is when an owner contracts with an entity to perform a fixed scope of work in exchange for a price that is guaranteed to not exceed a stated maximum price.

Reimbursable contracts come in a variety of forms, and are sometimes coupled with a not-to-exceed maximum price.

### DESIGN-BID-BUILDING (DBB)

**Description**
The Design-Bid-Build system remains the most frequently used delivery method for construction projects. Using this method, the owner engages a designer to prepare the design of the project, including construction drawings, and specifications. The designer may also provide additional services including environmental investigation, permitting, right-of-way purchase documents, hearings for public approval, and submissions for project funding.

Once completed, the bid package, including the design and bidder’s information packet, is presented to interested contractors, who prepare and submit their bids for the work.

The owner will select a contractor, usually based on the lowest responsive and responsible bid (for most all public work), or some hybrid of price and technical merit.

The selected general contractor will then execute contracts with subcontractors to construct various specialty items. The contractor is responsible for constructing the facility in accordance with the contract documents.

The designer typically maintains limited oversight of the work and responds to questions about the design on behalf of the owner. If a CM is not involved in the process, the designer may also assist the owner in administering the construction contract, including determination of project progress, for validation of interim payments made to the general contractor.

**Risk Analysis**
The DBB delivery method has been the standard delivery method for many years. This method gives the owner reliable price information for the project before construction starts. With proper design oversight and budgeting of the total project, costs are somewhat predictable for the owner once the bids are received. In DBB, the owner has more control over the design content, relative to other delivery methods.

However, this method typically involves a longer time period to execute, in that construction may not begin until the design and procurement phases are complete. DBB is prone to creating more adversarial relationships between all parties when issues develop, as there is no contractual relationship between the contractor and the designer and no opportunity for collaboration during the design phase.

### Contracting and Procurement Methods

Numerous variations in procurement exist when using the DBB method. The most common approach to bidding a project in vertical construction – a building or treatment facility – is for general contractors to submit a sealed lump-sum or fixed price bid. In most horizontal projects such as transportation, the most common approach to bidding is unit price, line item bids, where quantities are easily measured during construction and the owner pays only for what is installed.

• Bridging - A designer is retained by the owner to develop the design documents to a specific point (usually schematic level) prior to engaging the Design-Build contractor, who then finishes the design and constructs the project.

• Public Private Partnership (P3) - A private entity or consortium of investors provides some or all of the required capital with a commitment to deliver a completed project for a public sector owner in exchange for revenue that the completed facility is anticipated to generate.

Integrated Project Delivery (IPD) - A project delivery method that attempts to spread the risk, responsibility and liability for project delivery equally among the primary parties—the owner, the designer, and the builder, whether through partnership agreements or multi-party contracts.

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### Advantages:

• This method is widely applicable, well understood, and has well-established and clearly defined roles for the parties involved.

• This method is the most common approach for public owners having to comply with local, state or federal procurement statutes.

• The owner has a significant amount of control over the end product, particularly since the facility’s features are fully determined and specified prior to selection of the contractor.

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In the pre-design phase, the CM’s role may include development and evaluation of the project, defining the overall program and scope of work, development of project budgets and schedules, evaluation of project delivery methods, procurement of the design consultant, and development of project procedures and standards. The CM may also develop contract language for use during later procurement phases.

During the design phase, the CM’s role will continue to include tasks started in the pre-design phase, and may include oversight of the designer, review of design documents, generation of cost estimates, value engineering, budget and schedule management, and development of overall phasing and contracting approaches.

In the procurement phase, the CM’s role may include generation of bidder interest, pre-qualification of bidders (if used), management of bid document and addenda distribution, conducting the pre-bid meeting and bid opening, and production of executed contracts.

As a project shifts into construction phase, the CM’s role may include representing the owner’s interests through a system of project controls that include conducting periodic progress meetings, document control, cost tracking and management, evaluation of payment requests, change order management, quality management, schedule control, monitoring of contractor’s safety efforts, commissioning and generation of the punchlist.

During the post-construction phase, the CM’s role may include commissioning, coordination of occupancy procedures, the assembly and review of record documents and manuals, warranty management, and final project close-out.

When allowed by governing procurement policy, many owners take some effort to pre-qualify contractors, either through invitation or an objective set of criteria considering construction experience and financial capability.

Pre-qualification helps assure the owner that the contractor is capable of performing the scope of work specific to the project at hand. Once the field of bidders is established, an owner will require sealed bids, wherein the lowest responsive and responsible bidder will earn the right to perform the work.

Public owners, where public funds mandate open competition by statute, are unable to develop an invited bidders’ list, and are only allowed to eliminate contractors from bidding if the contractor has not qualified for or has been removed from the agency’s approved bidder’s list.

Some private owners prefer to negotiate bids with pre-selected GCs. This can be an especially powerful technique if the owner considers qualifications, history of claims and experience in related work along with price in its evaluation. What the owner should really be seeking is the best value for its money, not necessarily the lowest initial cost. Through a careful negotiation and contractor evaluation, the owner can maintain the maximum amount of control over the resulting construction portion of the project.

Role of the CM

If provided by the owner staffing or a third-party firm, the CM should be engaged as early in the project as possible to guide and assist the owner through all phases of delivering the project. The CM may also act as the owner’s representative with the other members of the project team, being the point of contact for the designer, contractor, and any other specialty consultants engaged in the project by the owner.

In a Design-Bid-Build delivery, in addition to overall management expertise, the CM must also provide construction expertise and advice to the project team during all pre-construction phases since the contractor will not be involved on the project until the construction phase.
About Kira
Established pursuant to the Certified Architects Act in 1965, the Korea Institute of Registered Architects is a leading expert organization representing Korea’s architectural community. It aims to bolster the competitive edge of the Korean architectural industry by enhancing public understanding of architecture, creating a comfortable urban architectural environment, promoting the advancement of architectural culture and technology and supporting research into the architecture of the future. It also works to improve the standing of architects and promote their rights and interests, as well as contribute to the public interest.

To help local architects play an active role in the international arena and gain an edge in the age of globalization, KIRA works to improve the working environment for architects, help determine architects’ ethical standards and research architecture-related policies and laws. The institute also makes efforts to reform architecture-related institutions, provides consultation for affairs concerning architecture or architects, makes suggestions to the government and offers training to improve competency while focusing on reinforcing the constitution of the architecture community, including establishing the Council of Architectural Registration Boards and the Accreditation Board.

Additionally, KIRA organizes a wide array of social service activities and manages the Korean Architecture Award (KAA), Korea Architecture Fair and Festival (KAFF), mutual aid projects, a scholarship foundation for the nurturing of next-generation architects and establishing a Hall of Architectural Culture, under the maxim "architecture and architects based in people.” Furthermore, as a chair country of the Architects Regional Council Asia (ARCASIA), we are at the forefront of enhancing the international standing of Korean architecture and architects by expanding international exchanges and cooperation through successfully bidding to host the 13th Asian Congress of Architects (ACA) in 2008 and the 2007 UIA Professional Practice Commission Meeting.
### Architect's Fee Reference

#### Design Phase

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Description</th>
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<tbody>
<tr>
<td>Concept Design</td>
<td>Design development based on client's requirements and stakeholder consultations.</td>
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<tr>
<td>Working Drawings</td>
<td>Detailed drawings and specifications for construction.</td>
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<tr>
<td>Interior Design</td>
<td>Design of interior spaces and finishes.</td>
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#### Construction Phase

<table>
<thead>
<tr>
<th>Project Phase</th>
<th>Description</th>
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<tr>
<td>Site Supervision</td>
<td>On-site supervision of construction.</td>
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<tr>
<td>Documentation</td>
<td>Preparation of construction documents and progress reports.</td>
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<tr>
<td>Commissioning</td>
<td>Final inspection and acceptance of the project.</td>
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#### Architect's Fee

- **Design Phase:** 20% of the total construction cost.
- **Construction Phase:** 5% of the total construction cost.

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For more information, visit [www.kira.or.kr](http://www.kira.or.kr).
### ARCHITECT’S DESIGN FEE RATE
by The Ministry of Government Legislation (MOLEG)

<table>
<thead>
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<th>공사비</th>
<th>제 3종 복잡</th>
<th>제 2종 보통</th>
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주: “공사비”라 함은 건축주의 공사비 총예정금액(자재대 포함)중 용지비, 보상비, 법률수속비 및 부가가치세를 제외한 일체의 금액을 말한다.

### ARCHITECTURAL SITE SUPERVISION FEE RATE
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### ABOUT THE MINISTRY OF GOVERNMENT LEGISLATION

The Ministry of Government Legislation (MOLEG) was instituted when the interim government of the Republic of Korea was founded on August 15, 1948. It has been a leader in the development of Korea, and has grown side-by-side with our nation.

MOLEG is founded upon universal constitutional values, and committed to your enjoyment of life. To ensure this, we perform a number of duties such as the review, interpretation and upgrading of the various statutes, in addition to providing information and training. As the central administrative agency, specialized in legislation, we devise government legislation plans, coordinate differences between agencies, and promulgate the statutes from the State Council to manage the legislative process. In addition to this, we provide legislative support to ensure that new policies are implemented as soon as possible.

One of our primary roles is that of statutory interpretation, by which we clarify the meaning of sometimes rather abstract statutes, in order to promote the fair enforcement of those statutes. We also promote improvements in the statutes for the benefit of the people. In cooperation with the relevant agencies, we examine and improve those out-of-date statutes that are inconvenient and thus become a hindrance to social development. Chinese- or Japanese-based terminologies are converted to Korean terms, and long and/or complicated sentences are revised to make them shorter, clearer, and easier to understand. We also support efficient legislation by presenting the integrated opinions of the various government agencies, help local governments with legislation and interpretation through the utilization of our expertise in the area of government legislation, provide training sessions to enhance the legislation expertise of public servants, and conduct various programs designed to instill a law-abiding spirit as well as an appreciation of the rule of law to children and youth; all in support of government legislation.
건축물설계계약서

제3조

1. 계약 및 계약의 효력

2. 계약의 성립의 조건

3. 계약의 해제

4. 계약의 해지

제3조: 계약의 성립

1. 계약은 설계업무의 성립을 위한 설계잡서 및 설계계약서를 계약의 성립으로 한다.

2. 설계잡서는 설계업무의 성립을 위한 설계잡서 및 설계계약서를 계약의 성립으로 한다.

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2. 설계잡서는 설계업무의 성립을 위한 설계잡서 및 설계계약서를 계약의 성립으로 한다.

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