

## Meeting Expectations

**Is it Program Management, Project Management, Construction Management, Construction Administration...or what?**

**Defining Roles & Responsibilities on a Project**

Construction is one of the few industries I know of where the leader of the Team rarely has the ability to select his or her teammates especially in the public bid arena. Consider that even when one has the ability to choose Team members not everyone plays harmoniously together in the sandbox, so imagine how much more difficult it is to gain consensus when divergent groups with differing expectations are tossed together in what I like to refer to as “the boiling cauldron” which is potentially a recipe for disaster.

Many have touted Partnering as a solution to conflict avoidance and as a consensus building method to find common ground facilitating the construction process. Whether Partnering is used formally or informally it is always a valuable tool to consider, but more importantly at the end of the day one needs to understand expectations of each contracted entity and ensure these expectations are met for each Team representative to gain a sense of satisfaction and gratification for a job well done.

So how do we know what the expectations are, who gets to define them, and at what point in the process should they be defined? How do you measure status and keep a pulse on the progress?

I would like to focus this article on Roles and Responsibilities of the Team and more specifically how defining these roles more clearly in the contracts can help meet expectations and avoid conflicts on your projects which if not addressed appropriately could ultimately lead to claims.

### ***Use of Contracts***

Generally the Contractor is the one Team participant who is invited late to the party. This is not always the case given alternate delivery methods such as CM at Risk and Design Build, however the traditional design bid build environment is still the norm. Either way you need to do your homework upfront by defining expectations in the contract documents to ensure there is consistency among the various “Front End” Documents including the Construction Contract, General and Supplemental Conditions, and Division One as well as coordination among all the

various consultant agreements. Seasoned individuals will affirm the benefits of cohesive and well prepared Contract Documents.

It is advisable for Owners with the support of their legal and risk management experts to review all contracts prior to initiating a project; including the Architect, Construction Manager, and/or Project/Program Manager agreements among other consultants and in comparison to the General Contractor's contract provisions to ensure there is a clear understanding of duties of each participant. Keep in mind that not only is there conflict to consider between the Contractor and Owner but also conflicts among Consultant Team members, there are many more participants in the mix these days. Any perceived gray area of responsibility is a gap in coverage which leaves the other participants exposed.

This is critical when there is a perceived overlap or redundancy of duties or more importantly lack of clarity regarding specific responsibilities. Consider that the engineer of record did not respond to a certain RFI because he never saw it and the CM/Owner's Representative said he took care of it since RFI's flow through their office first. Or the CM provided the monthly update schedule on behalf of the General Contractor (GC) without notification to the GC of the contract deficiency since the contractor was not providing them. I am sure you can envision where this leads.

While written documents are essential they are never perfect, there is nothing better than good old fashioned communication. Why not meet with the Team at the onset of the project when you are still in the honeymoon phase. Once you have all the participants together review Roles & Responsibilities on key issues to clarify expectations and review Owner hot buttons.

I would suggest developing bullets listing no more than 10 to 15 key items of responsibility for each participant based on your project needs and review these items among the various contracts to ensure the responsibilities are correctly assigned, watch for duplication or in some cases responsibilities desired that are completely overlooked. This will help mitigate job confusion which leads to conflict and claims.

Review and confirm for example who is responsible for:

- Schedule updates vs. monitoring and reporting on schedules;
- Receives and reviews RFI's vs. responds to RFI's;
- Chairs meetings, prepares and distributes meeting minutes;
- Receives, reviews, prepares and approves change orders – what is Architect's role, what is CM's role;
- Bid process responsibilities can be overlapping and confusing and ultimately lead to gaps which cause costly change orders leading to potential claims;
- Responsible entity for preparation of As-Built CAD updates and turnover at project closeout; and the list goes on.

This is just a sampling of why it is important to define these responsibilities. There are many ways to run projects. Each participant has their comfort level and experiences to fall back on but may not follow the contracted approach for the designated project. Although many of these issues appear obvious to most, you would be surprised at how things do not run as expected on the job. CMs assigned to the field may not receive a copy of their contracted scope of work responsibilities and go by their last job...watch out...this may not be the right approach for this job. Architects may not check their contract often enough and contractors will respond when necessary only if it is their contractual obligation and clearly defined in their contract. So the moral of the story goes - put it in writing up front in your contracts and then perform due diligence by reviewing and communicating expectations often using the following suggested communication techniques.

### ***Positive Communications***

Maintain calm and professional communications not just verbally but in writing...be especially cautious with E Mails. Don't forget that these are written documents but more importantly remember that inflammatory statements lead to inflammatory responses which result in a paper war with no end. Always keep things on a *positive constructive note*.

### ***Fairness – Non Judgmental***

Keep an open mind and try to see the other point of view. There are always two sides to every story. The other guy may have a valid point you had never considered. *Balance out the issues fairly*.

### ***Personalities***

*Be cognizant of personalities in the mix*. If you have a stubborn CM mixed with a hot headed superintendent...and a defensive design consultant with a strong ego...this is surely a recipe for disaster. As an Owner you have the benefit of selecting the assigned CM or Owner's Representative, you also have the option to insert language in your construction contracts allowing you to replace contractor representatives without cause.

### ***Knowledge and Expertise***

Recognizing the *Knowledge base* of your Team members is critical. If the Architect assigned to the field is weak and the project is not getting the immediate responses necessary step it up a notch...advise the firm of their potential exposure and impact to the job. Same with other Team participants...always know who you are dealing with so that you can help guide the outcome to successful conclusion thereby meeting expectations.

### ***Listening***

A minor issue early on in the project may turn in to a large claim by the end of the project. Overhearing grumblings of subcontractors can be essential. Be an *active listener*.

### ***Proactive***

*Be proactive* with the information you find out. Follow-up and resolve as early as you can in the process. Don't be lazy upfront and don't keep your head in the sand during construction.

Assuming you have read Meeting Expectations - Part 1 where emphasis is made on the importance of clearly defined Roles and Responsibilities of all Team participants in preparation of consulting and construction agreements, and how best to communicate expectations in a positive manner, you are now ready to learn how best to implement Meeting those Expectations.

### ***Definition of Roles***

First, one must define the distinct roles of each Team Representative. Confirm contractual responsibilities of CM acting as the Owner's Representative managing one General Contractor Vs. CM in a multiple prime role, Project Management role, or Program Management role. Who are the other participants on the program?

Assess background and training capabilities of the participants. Are the CMs from a contracting background Vs. a design background? What skill sets are they bringing to the table and where are their weaknesses? What are the expectations of the Owner and how do you ensure that services are not duplicated? Also consider how roles vary at the different phases of a project from design through close-out and based on the selected delivery method.

This topic is more relevant now than ever before because of the ever demanding role of the Owner in specialization of projects and the abundance of delivery method options requiring more Owner involvement and control. What is the relevance to our industry? Clear definition of roles and responsibilities of Project Team Participants minimizes claims, disputes, and project conflicts.

Is it Program Management, Project Management, Construction Management, Construction Administration?

- Why so many titles?
- Do they mean the same thing?
- We as professionals don't always have a clear understanding of the variations/overlaps in services
- How can Owners understand the nuances
- What is the Industry Standard?
- Owners don't use standardized contracts

What is my Management role and why do some Owners still think CM services are equivalent and duplicative to Architect Construction Administration (CA) services?

- In the end...what is in *your Contract* is what *defines your required services*
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***However...***

- If you and/or others aren't clear about comparisons to other programs and/or Industry Standards...the *perception* of your services *is what will define you*
- How do you make all Team Participants accountable and define Project Management as a combined effort?

One's performance can only be measured against one's job description. To stay in control of your performance a defined Scope of Work and clear definition of Roles & Responsibilities are the essential ingredients to Meeting Expectations.

- What did you promise to do in your Proposal?
- What is in your Contract?
- What obligations do others have that impact you?
- What is the Owner expected to do?
- What is the Industry Standard for your Services?
- Be clear on deviations

Who is Doing What?

- Define your services
- What are you there for and how will you fulfill your role
- Define responsibilities of others on the Team
- Watch for terms defining responsibilities
- Make sure everyone is clear

***Roles & Responsibilities Terminology***

The following are key defining terms to look for in your contracts:

- ( O )versight – Monitor management/coordination activities
- ( M )anagement – Oversight of day to day activities

- ( L )ead Action – Primary Team member, day to day implementation
- ( S )upport/Assist – Provide information to Primary Team member
- ( C )oordinate – Orchestrate lead and support actions

### ***Exercises to Apply to Contracts***

The following sample exercises are for you to consider when reviewing contracts to determine level of responsibility. Who are the Stakeholders and what is in each of their Contracts?

#### Cost Control

- Independent cost estimates – ( O ), ( M ), ( L ), ( S ), ( C )
- Responsible for the project budget in design – ( O ), ( M ), ( L ), ( S ), ( C )
- Responsible for the project budget in construction - ( O ), ( M ), ( L ), ( S ), ( C )

#### Schedule Control

- Master Schedule Preparation – ( O ), ( M ), ( L ), ( S ), ( C )
- Who provides input to the Master Schedule? – ( O ), ( M ), ( L ), ( S ), ( C )
- Who impacts the Schedule? – ( O ), ( M ), ( L ), ( S ), ( C )
- Construction schedule preparation and updates – ( O ), ( M ), ( L ), ( S ), ( C )

#### Design Phase

- Design Standards – ( O ), ( M ), ( L ), ( S ), ( C )
- Permitting and Approvals – ( O ), ( M ), ( L ), ( S ), ( C )
- Environmental Impact Reports – ( O ), ( M ), ( L ), ( S ), ( C )
- Master Plan Implementation – ( O ), ( M ), ( L ), ( S ), ( C )

*Reevaluate and Assess your Contract periodically because if you don't the Owner will be either terminating your contract or never recommending you, harming your firm but more importantly harming our industry...even if you did what you were hired to do...it doesn't matter if perception differs. Remember...communicate expectations often so by the end of the project everyone can sit down together and enjoy a hot stew from the cauldron instead of a "witch's brew".*

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