

Stage 10. Building the project

This is where those complex series of words and pictures materialise into the dream house the owner always imagined. While not everyone engages the design architect to superintend or oversee their project, there are advantages to those who do. By engaging the architect to administer the contract for the building or renovation works, the owner can be certain that the design will be built to its specification, and the project brought to a satisfactory conclusion.

Depending on the extent of the service agreed, an architect can also act as the owner's agent, ensuring that their best interests are preserved from start to finish. The architect will regularly visit the site and inspect the works for progress, quality and compliance with contract documents and make decisions and issuing instructions to the builder on behalf of the owner. Importantly, the architect's superintendence ensures that the owner is informed of the major decisions which may affect the design, quality, cost or schedule of the project. For the owner this equates to quality time, peace of mind and most importantly, minimal disruption of their everyday lives.

During the building process, the architect will be in frequent contact with the owner to discuss the work in progress. The architect can also advise whether or not the builder is on schedule or entitled to time or cost variations.

Most building projects make provision for the builder to be paid progressively throughout the construction works. In some states this is required by law. If the builder has claims, they are submitted to the architect who will then assess the progress of the work against the builder's claims and advise the owner on the amount of the payment to be made. The owner only pays for completed work and fixed materials on-site.

By clearly defining the job in the working drawings, the architect has avoided the confusion which often leads to variations. A variation is any deviation from the original contract.

However, during the course of the project, a few may arise, particularly in renovation work where unforeseen variations often occur once demolition has exposed the original structure. The architect can accurately assess the impact of the change and negotiate a fair and equitable variation amount. The architect will also ensure that the appropriate endorsements or approvals are obtained for any variations that impact on planning or building approvals or permits.

As the job wraps up, the builder will apply for either an occupancy permit or certificate of final inspection from the relevant building authority, the issue of which indicates that the building is suitable to occupy from a health and safety perspective. It does not indicate that the building works are contractually complete or that they comply with the relevant building legislation. This is why the architect issues a "Notice of Practical Completion", to confirm, that contractually, the project is complete and includes all the works and fittings as specified and documented. The notice may record a number of outstanding contractual items that require attention, but importantly it marks the date the property is handed over to the owner and also marks the beginning of the "defects liability period" (specified in the contract and normally 6 or 12 months). For the owners, who in all likelihood have been living off-site for a few months, this is a very exciting time.

During this period, the owner withholds a percentage of the costs to pay for any defects that become obvious once the family has moved back in. The builder remains liable under the terms of the contract to remedy any defect in workmanship and materials. The architect may note jamming doors or windows, cracks in concrete or plaster work, tiles loose on walls, gutters incorrectly levelled and many other items. The architect may discover faults not noticeable to the owner. This is another area where an architect is useful in protecting the owner's interests.

At the end of this period, the architect will issue a final certificate, which indicates that the works under the contract have been completed. Even though this completes the architect's role, the architect is likely to remain in touch, interested to see how the family adapts to their beautiful, new environment.

Their new home, almost unrecognisable from what it once was, is creatively transformed and customised to meet the owner's individual needs and budget. Its value has been measurably increased, but its increased value in terms of liveability, convenience and personally developed features is immeasurable, providing satisfaction for many years to come.

One of the main advantages to the owner of engaging an architect to fully document and administer the building or renovation works contract is the minimisation of potential difficulties and misunderstandings between the owner and builder. The architect understands the building process, can make decisions to limit delays, avoid unnecessary variations and mediate any disputes arising along the way.

However, should the owner choose to enter into a building contract without the involvement of an architect, some States offer consumers assistance with dispute resolution.

In Victoria, for example, Consumer Affairs Victoria together with the Building Commission manage and deliver the Building Advice and Conciliation Victoria (BACV, telephone 1300 557 559), which provides services including free advice, conciliation and technical inspections of building work to help consumers and builders resolve and prevent building disputes.