

# **Design *and* Entrepreneurship**

*Get your project!*

Academy of Architecture Amsterdam, February 2019

# PROGRAMME

LECTURES

SEMINARS

ASSIGNMENT



#1	Mon.	4/2	<b>Positioning</b> Mariana		> 8/2 23:59 questionnaire
#2	Mon.	11/2	<b>Intro PM+Contract</b>	<b>Assessment</b>	15/2 notice
#3	Mon.	18/2	<b>Quality</b> / Copyright	<b>Strategy</b>	
#4	Mon.	25/2	<b>Time</b> / Org. / STB	<b>Plan</b>	
#5	Mon.	4/3	<b>Money</b> / Fee	<b>Offer</b>	> 8/3 concept ready
#6	Mon.	11/3		<b>Concept pres.</b>	
#7	Mon.	18/3	<b>Final presentation</b>		



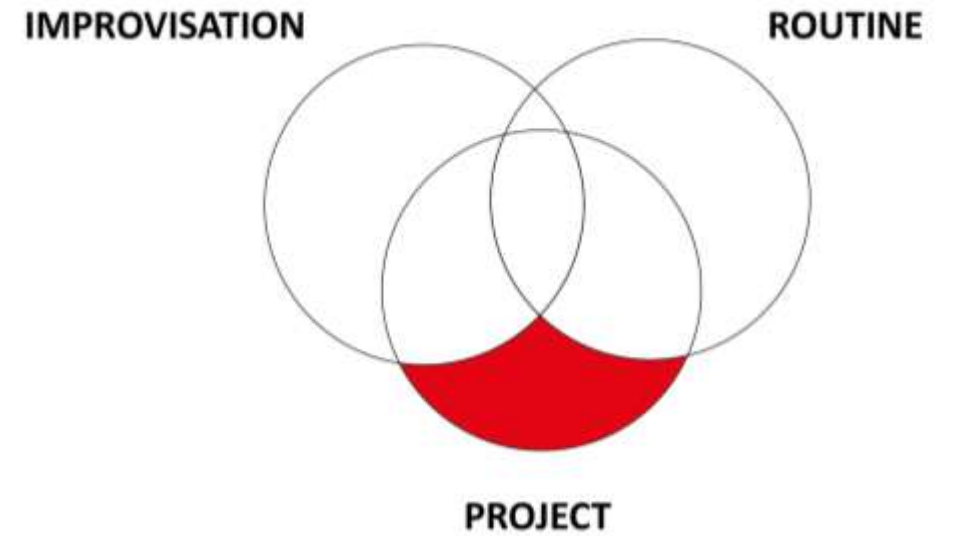
# **The New Rules 2011**

**Legal relationship  
client – architect,  
engineer and consultant  
DNR 2011**

**BNA  
NL INGENIEURS**

## Project characteristics

- Clear **goal(s)** and **result(s)**
- **Unique**
- **Client** ('problem owner')
- **Begin** and **ending**
- (Management)**organisation**
- (Multidisciplinaire) **team(s)**
- **Budget** and **time** constrains
- **Means**



**MONEY GELD**  
**ORGANISATION ORGANISATIE**  
**TIME TIJD**  
**INFORMATION INFORMATIE**  
**QUALITY KWALITEIT**

**RISK, ACQUISITION, SCOPE**

Management aspects

Structure for project plan, letter,  
quotation, discussion, 'way of life'

<b>SPECIFIC</b>	<b>S</b>	<b>SPECIFIEK</b>
<b>MEASURABLE</b>	<b>M</b>	<b>MEETBAAR</b>
<b>ACHIEVABLE</b>	<b>A</b>	<b>ACCEPTABEL</b>
<b>REALISTIC</b>	<b>R</b>	<b>REALISTISCH</b>
<b>TIME-BOUND</b>	<b>T</b>	<b>TIJD-GEBONDEN</b>

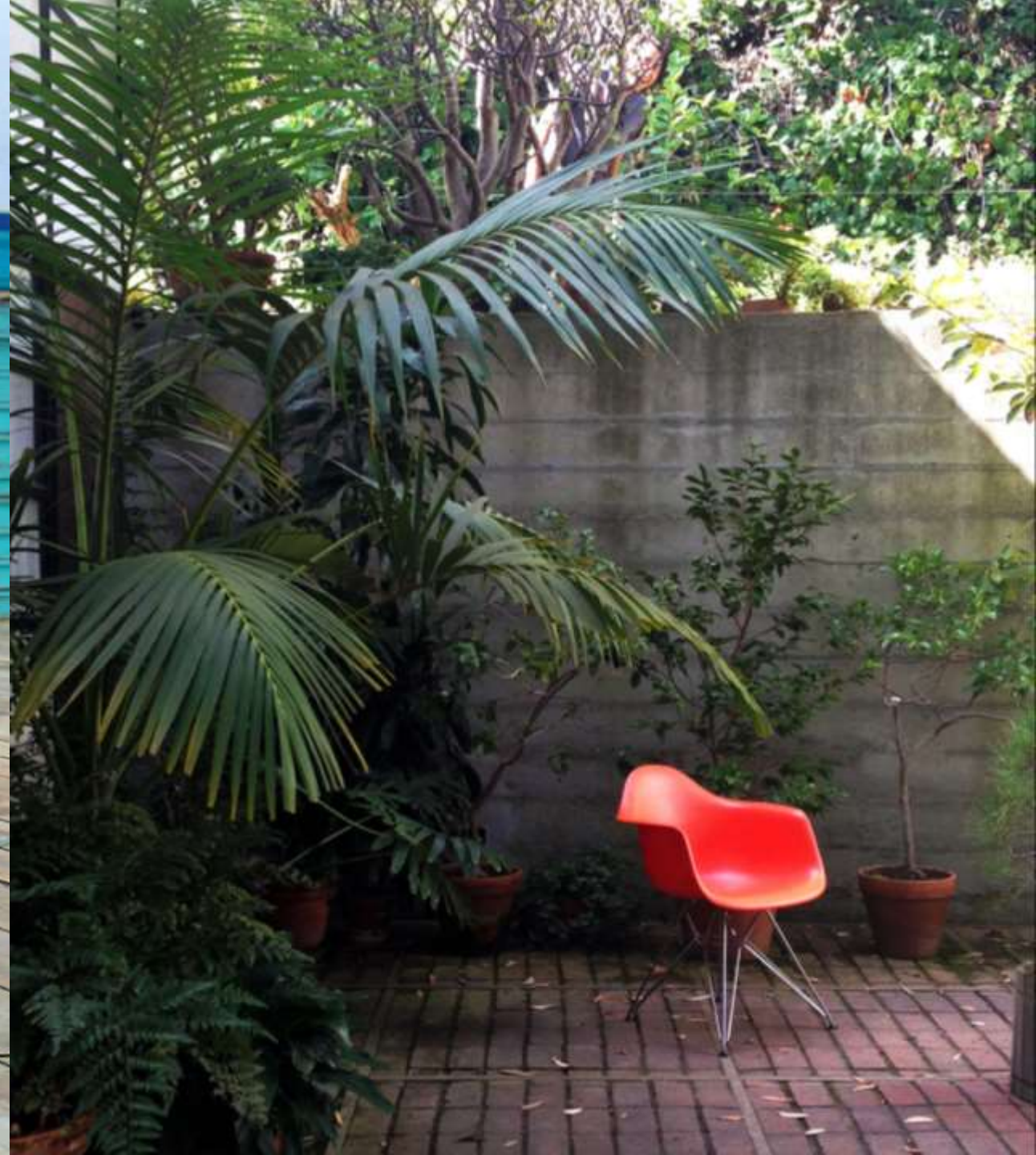
## Tip of the week

**ALWAYS** include the factor *time*, in each e-mail, order, or consultation.

Both as 'transmitter' and 'receiver', even if it doesn't matter.

(or doesn't *seem* to matter...)





## Project plan

- An instrument to clarify to both the **client**, as **team members** and third parties how the project is managed.
- **Description of process!** (consisting of rules, not about content)
- Can be a means to connect the process to the **contract**.
- Keep it **compact** and **practical**, and keep it fitting to both the **project** as the **client**.

## Project plan

### SMART!

- Have it signed by the client > **support!**
- (Partly) a **dynamic** document > versioning
- **GOTIK/MOTIQ**
- Responsibility and authority
- **Rules** and **assumptions**



# Project plan

Maject&Co / extern document / vertrouwelijk

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## Plan van Aanpak

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Projectnaam	:	:
Projectnummer	:	:
Datum	:	:
Versie	:	:
Status	:	:
Auteur(s)	:	:

---

### 1.0 Inleiding

#### 1.1 Gebruik

Dit Plan van Aanpak (PvA) is een procesbeschrijving voor bovengenoemd project en is opgesteld door de architect in samenspraak met de opdrachtgever. Dit is een extern stuk voor opdrachtgever en architect en beschrijft de beheersaspecten vanuit het perspectief van de opdrachtgever. Het PvA maakt met bijlagen onderdeel uit van de architectenovereenkomst. Het PvA is een dynamisch document en wordt bijgehouden door de architect. Wijzigingen met betrekking tot budget, planning, of andere uitgangspunten worden hierin vastgelegd, alsmede de consequenties daarvan voor het project. Contractuele verplichtingen worden dientengevolge hieraan getoetst. De opdrachtgever is betrokken bij de opstelling of wijziging hiervan en ondertekent de definitieve versie. Het PvA dient verder als onderlegger voor interne projectbewaking van de architect.

*Template Blue wordt levens opgenomen op welke grond het PvA is aangepast. Als een versie als definitief staat aangemerkt behoort er ook een getekend exemplaar van te zijn!*

#### 1.2 Status

### 2.0 Project

#### 2.1 Projectgegevens

*[Voorgeschiedenis, en rolvverdeling]*

- Projectnaam bij opdrachtgever:
- Projectnaam bij de architect:

#### 2.2 Adviseurs

##### Architect

*[Voorgeschiedenis, en rolvverdeling]*

- Eindverantwoordelijke architecten:
- Contractvorming:
- Contractbeheer:
- Projectleider en dagelijks aanspreekpunt:
- Beheerder PvA:

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Plan van Aanpak sjblbos v1.1

pagina 1/4

## Project plan

### Project description

- Objective, results, and activities. *[In these paragraphs, the principal describes the main objectives of the project and how it should be achieved. This is the project accountability for aspects such as budget, organizational form, and time. Quality and level of ambition, and therefore the basis for the brief. ]*
- Brief in headlines *[Enumeration in in spaces a/o functions, surface area m<sup>2</sup> BVO.]*

# Project plan

## Money

- Budget *[Listing of construction cost budget, categorized to plan parts and functions.]*
- Method of budgeting *[Determination of the construction cost budget. Indication of the choice of the key figures, and allocation of different budgets to the different plan parts. Including a concise correlation with the brief.]*
- Estimates *[How and when the plan is assessed on construction costs. How to deal with executive budget and third party control.]*
- Fee of the architect *[Method of calculation, contract form, payment schemes.]*
- ...

# Project plan

## Organization

- Scope of work for the architect. *[Description of activities, including which are not part of the scope. Describe on which aspects the architect holds responsibility and/or authority.]*
- Consultation structure *[Description of all parties involved and their cooperation. Including meeting schedule and individual roles.]*
- Functional and contractual relations *[Explanation of the organization chart and the considerations for the chosen contract form.]*
- Coordination *[Brief description of the roles of the other project partners, in relation to the architect. Focused on excluding overlaps or gaps in the scope of work, the responsibilities and the associated authority.]*
- ...

# Project plan

## Time

- Planning *[Description of how the time factor is controlled. The person responsible for drawing up the planning, and choices such as whether or not to build in a reserve.]*
- External factors, milestones, conditions *[General time considerations for the entire project and the parameters for the client such as financial consequences, relations with other developments, zoning plan procedures, or capacity of the consultants.]*
- Phasing *[Description of the stages of the phases, nominate to what extent there can or must be worked cyclic or linear. (Evolution versus waterfall.)]*
- ...



# Project plan

## Information

- Start documents *[A list of all the necessary information for proper execution of the tasks. Including an indication of the status of these documents (definitive/concept/...)].*
- Dissemination of documents *[A distribution schedule of reports, drawings, and other documents per stage.]*
- Reports *[Assignment and responsibility for taking minutes and reporting, and any templates therefor.]*
- Drawings *[Any special provisions on the drawing standard and the information level in so far as they differ from the architect's standard.]*
- Digital Exchange/BIM *[Any prerequisites for digitally exchanging data or file sharing systems.]*
- Classification *[Special provisions on the obligation of confidentiality of project participants and the underlying motivation for this.]*
- ...

# Project plan

## Quality

- Principles *[Listing of pieces describing the quality of the plan, such as project plans of the client, urban planning, brief, market analyses, etc.]*
- Verification *[Description of how the quality of the plan is assessed by the client during the progress of the project.]*
- Phase completion *[Description of the protocol that formally approves and concludes a phase. Preferably a phase document on the authority of the client. Consisting of all drawings and other documents, with the assessment thereof. This can be used to revise original starting points. This should be incorporated into the project plan.]*
- Changes *[Description of a change protocol, to handle changes with as little disruption to each of management aspects as possible.]*
- ...

## Project plan

### Risks

*[A list of external and internal risk aspects. such as ambiguities in the RO procedures, or choices and assumptions that have been made in drafting planning. All identified risks should also describe the probability of this happening, including the consequences and the measures to be taken.]*

### Attachments

- Planning scheme
- Brief
- Contact info list
- Organization chart
- ...





# MoSCoW

**M - Must** have this requirement to meet the business needs

**S - Should** have this requirement if possible, but project success does not rely on it

**C - Could** have this requirement if it does not affect anything else on the project

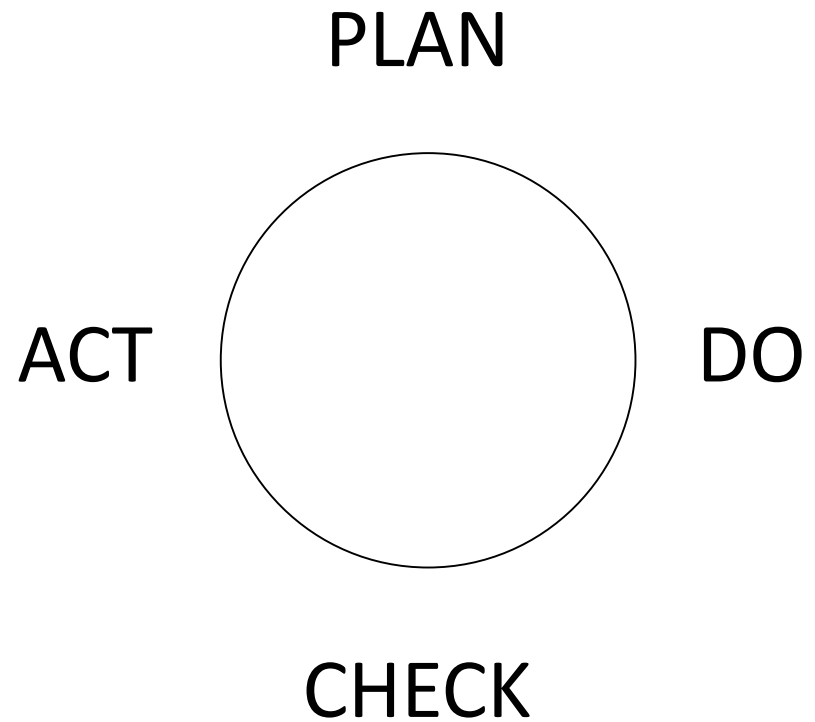
**W - Would** like to have this requirement later, but delivery won't be this time



Hubble telescope 1990

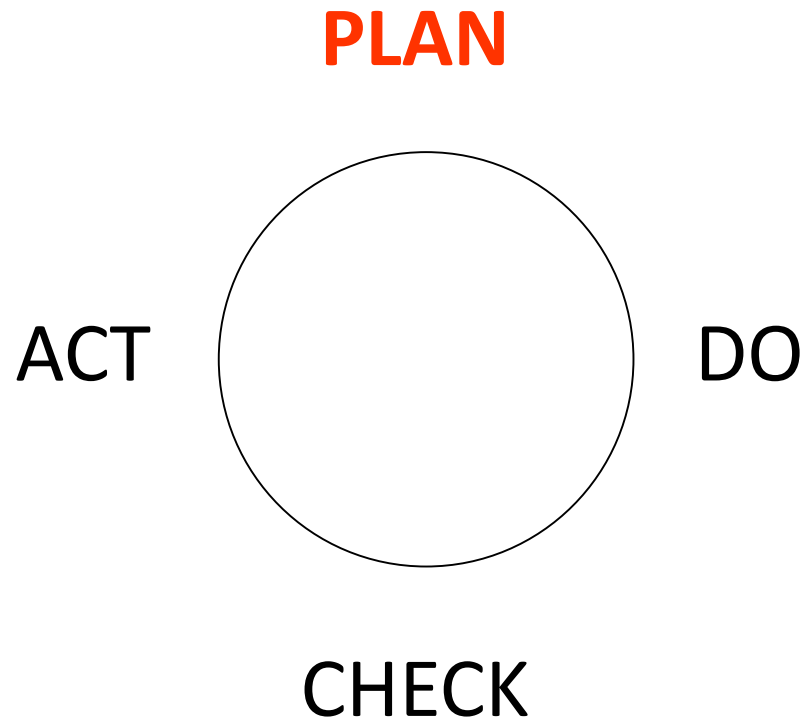


## Quality management / Deming circle



William Edwards Deming 1900 - 1993

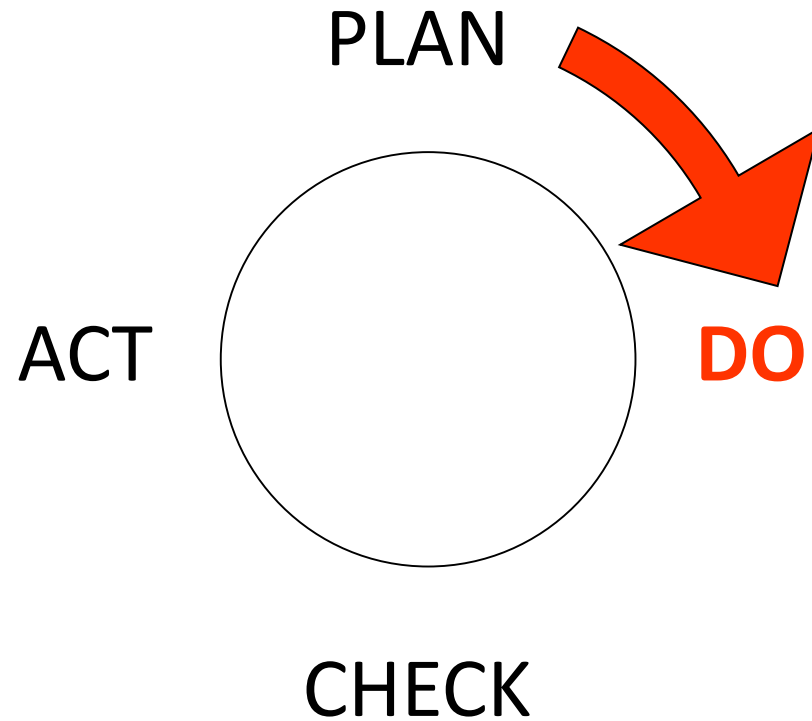
## Quality management / Deming circle



- Planning phase
- Defining SMART **Goals**
- Define SMART **Results**
- Defining SMART **Activities**
- GOTIK/MOTIQ

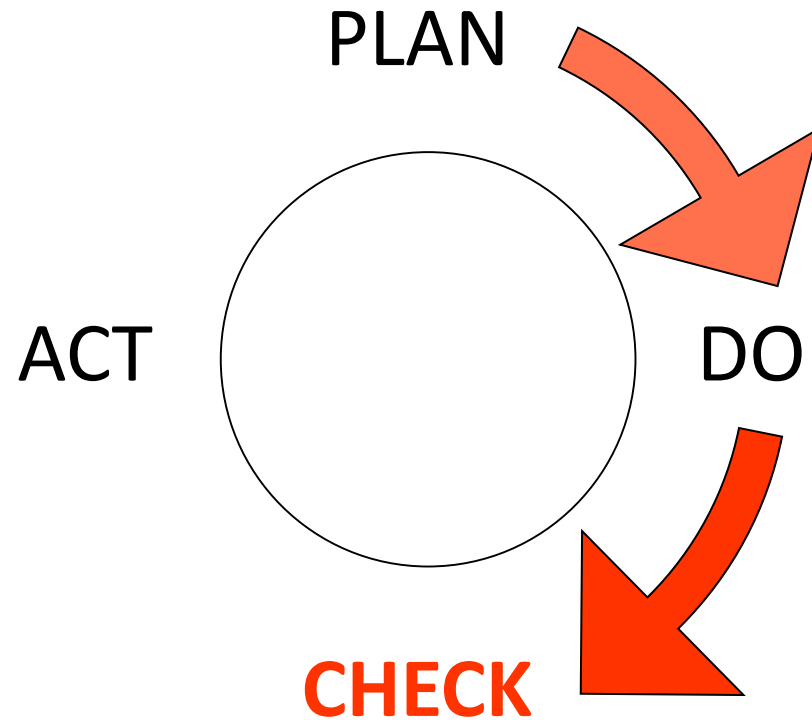


## Quality management / Deming circle



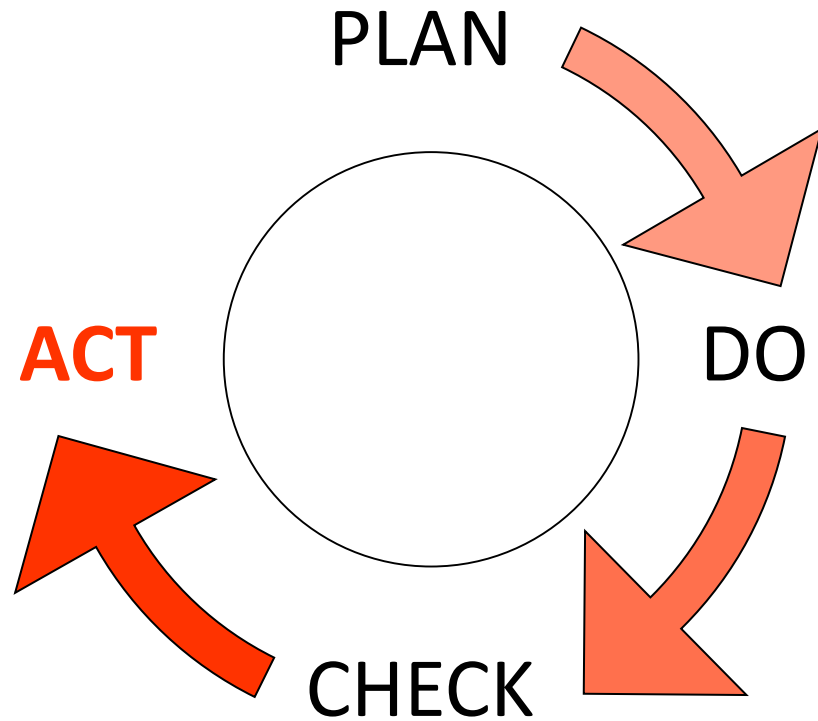
- Execution
- Measuring results

## Quality management / Deming circle



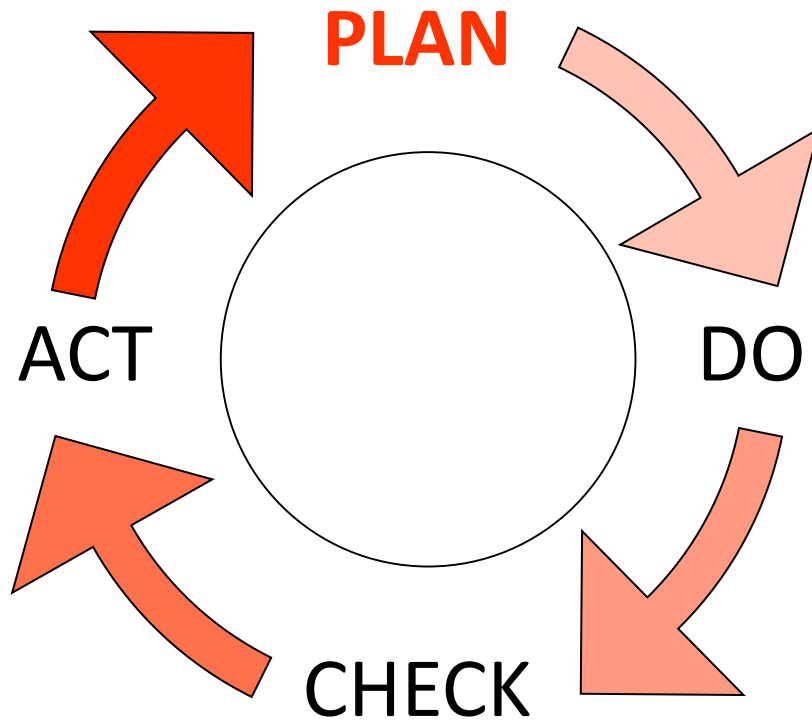
- Check
- Compare achieved results with objectives

## Quality management / Deming circle



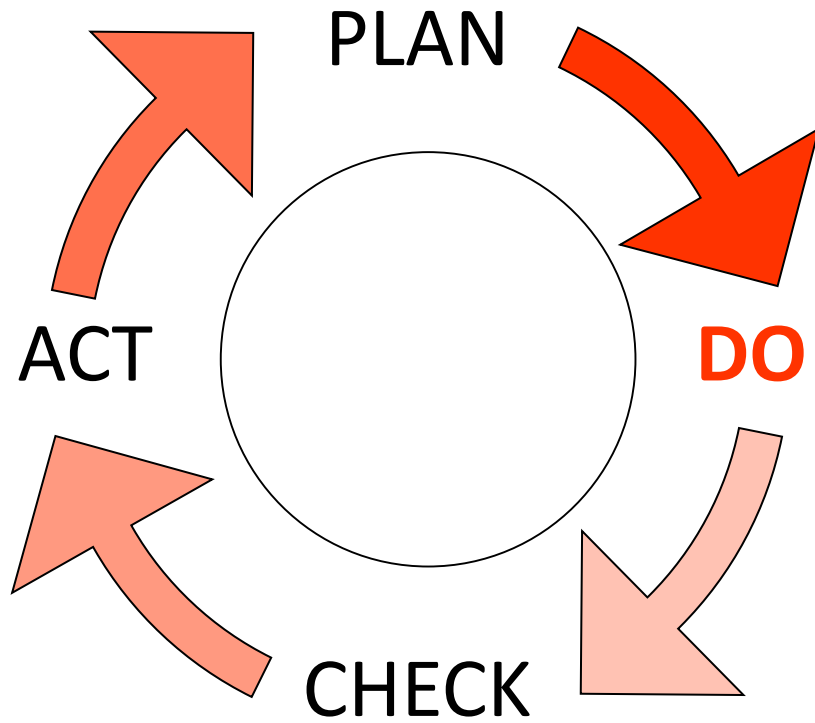
- Act
- If necessary, actions are set out to improve the results

## Quality management / Deming circle

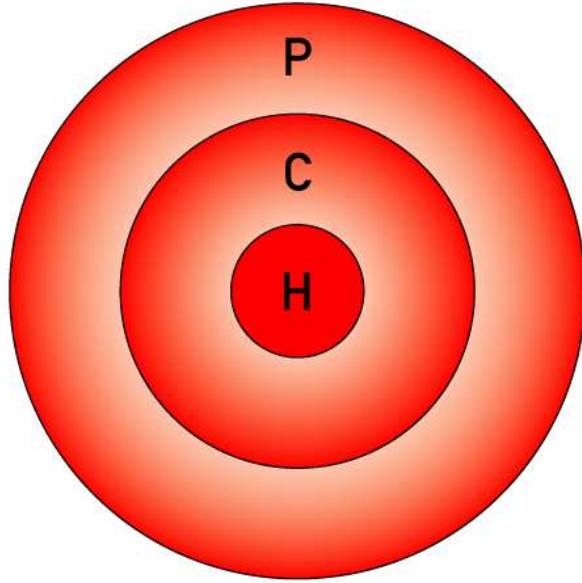


- Repeat

## Quality management / Deming circle



- Repeat



**PROCES**



**CONTRACT**



**HONORARIUM**

## Project definition (by the client)



Project plan, definition of goal, budget, planning, brief, etc.

(!)

## Contract formation



quote <sup>a/o</sup> → selection <sup>a/o</sup> → negotiation <sup>a/o</sup> → contract

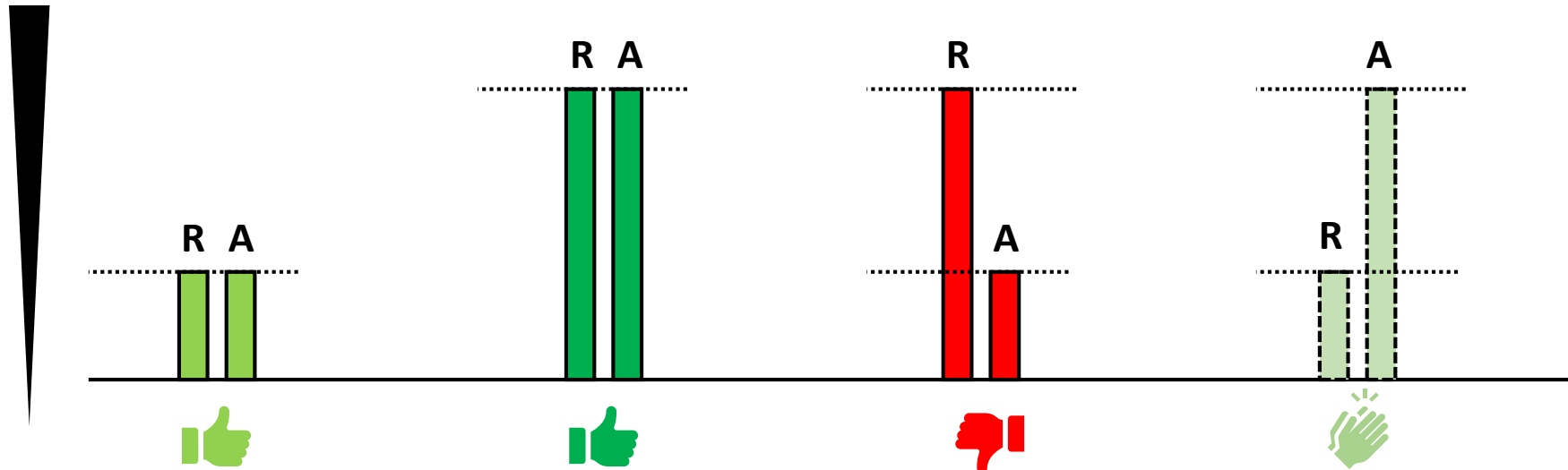
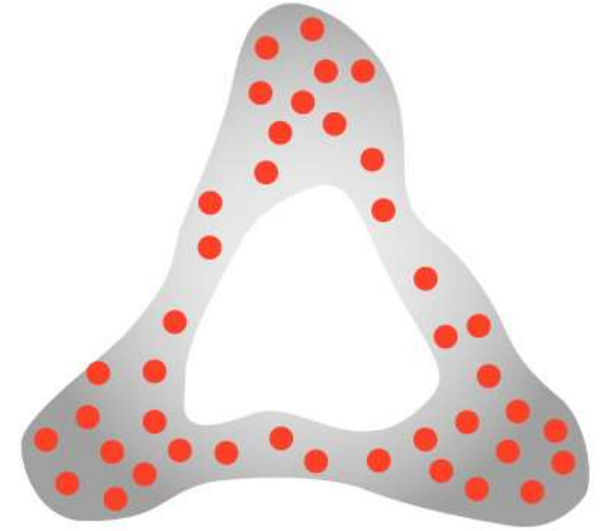
## Contract management

Monitor deliverables, project management, project administration, billing, etc.

## Contract phase / Positioning

Considerations to the position;

- own goals (**3P's**)
- own ambitions (**capable/willing/allowed/dare to do**)
- part in process / role in organization
- balance between **Responsibility** and **Authority**

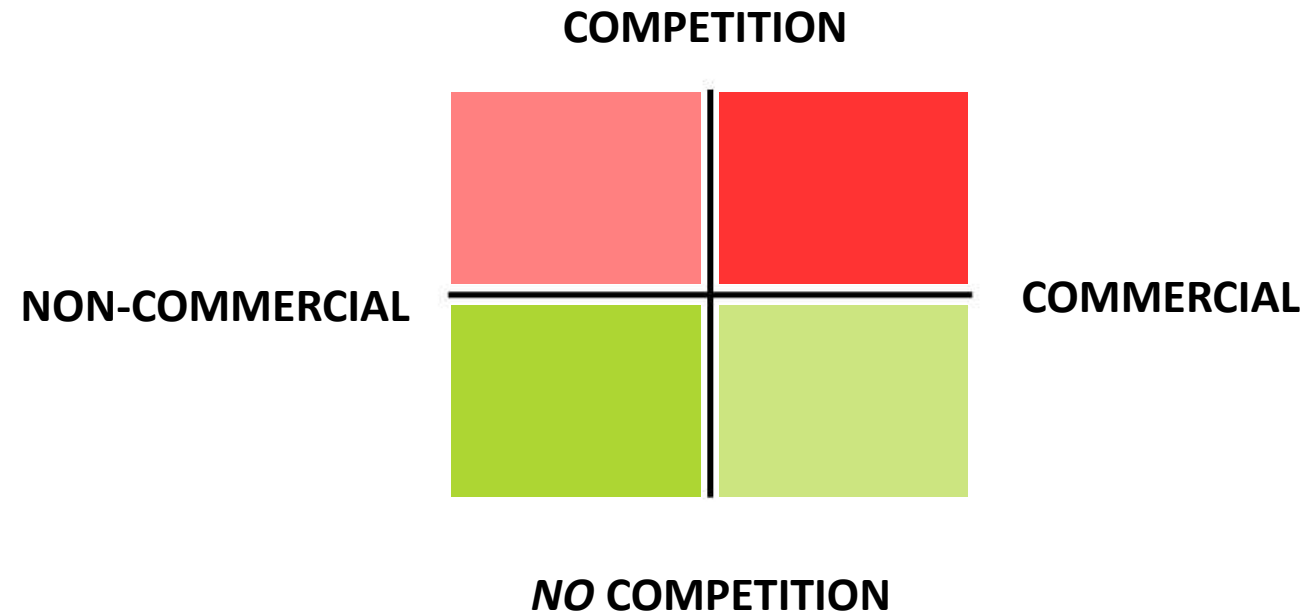




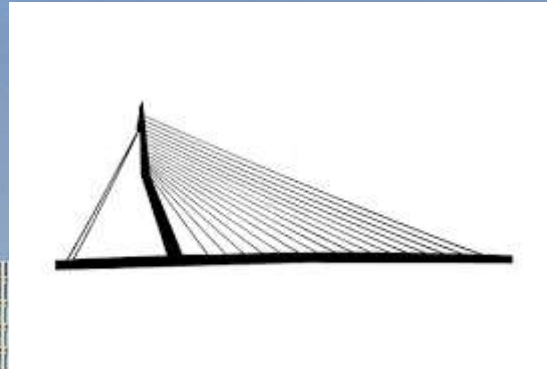
## Contract phase / Strategy

- **Paradox** of a quotation (loss vs. profit)
- **Presentation** and layout quotation
- **Negotiating** possibilities and negotiating topics
- Experience with negotiation? (Opposing party does!)
- **Procedure** and selection criteria (particulier <> EU tender)
- Whether or not in **competition**? (!)
- ...

## Contract phase / Strategy









# Contractvorming / Auteursrecht

## Artikel 9 - Eigendom

- 9.1 Het conceptontwerp met betrekking tot het bouwproject en alle overige in verband met het bouwproject aan de architect ter hand te stellen bescheiden en informatiedragers, alsmede alle door de architect aan de opdrachtgever ter hand te stellen bescheiden en informatiedragers zijn en blijven volledig in vrije eigendom van de opdrachtgever.  
De architect zal alle in zijn bezit zijnde documenten en andere informatiedragers betreffende het bouwproject op eerste en enkelvoudig verzoek onmiddellijk op de door de opdrachtgever aan te geven wijze aan de opdrachtgever over (doen) dragen. De architect is in vorenbedoeld geval niet gerechtigd om enig document achter te houden dan wel enig document of enige andere informatiedrager, enige vermenigvuldiging - in welke vorm dan ook - te behouden.
- 9.2 De opdrachtgever heeft, met uitsluiting van ieder ander, het recht van verwezenlijking, openbaarmaking en verveelvoudiging van de in verband met het bouwproject vervaardigde ontwerpen, tekeningen, schetsen, foto's en alle andere afbeeldingen van het bouwproject, van ontwerpen, van maquettes en modellen, alsmede van alle andere voorwerpen of informatiedragers die van het bouwproject en/of enig ontwerp een afbeelding of voorstelling vormen, of die zijn bedoeld in de Auteurswet 1912 of in de Beneluxwet inzake tekeningen en modellen, zulks ongeacht of deze aan de architect of aan derden ter hand zijn gesteld.
- 9.3 De architect heeft het recht van het uitwendige en het inwendige van het bouwproject foto's of andere afbeeldingen te maken en deze te vermenigvuldigen en openbaar te maken. Bij openbaarmaking van foto's en/of afbeeldingen is de architect gehouden te vermelden als conceptarchitect.
- 9.4 Het is niet toegestaan de verwezenlijking van het bouwproject en/of enig ontwerp daarvan te herhalen zonder voorafgaande schriftelijke toestemming van de opdrachtgever.
- 9.5 Architect doet hierdoor uitdrukkelijk en onherroepelijk afstand van alle persoonlijkheidsrechten in verband met het werk, inclusief maar niet beperkt tot de persoonlijkheidsrechten genoemd in artikel 25 lid 1 onder a van de Auteurswet 1912, alsmede van de persoonlijkheidsrechten genoemd in artikel 25 lid 1 onder b en c van de Auteurswet 1912 voorzover het wijzigingen in het werk of de benaming daarvan betreft. Opdrachtgever is gerechtigd om zonder voorafgaand overleg en zonder toestemming van de architect wijzigingen in het werk aan te (doen) brengen, alsmede het werk of een gedeelte daarvan te slopen. Architect doet afstand van en zal zich niet beroepen op de in artikel 25 lid 4 van de Auteurswet 1912 bedoelde bevoegdheid om wijziging in het werk aan te brengen.

## Contract formation/ copyright law

### Copyright

- > Created **automatically** at creation, no registration required
- > Exclusive right of creator of a work to make this public (Publish/Build) and multiply (Copy)
- > From creation of work to **70 years after the death of the maker**

## **Contract formation/** copyright law

### **Personality rights**, art. 25 Aw

- > The right to **attribution**
- > **Oppose** mention of someone else's **name** on/about the work
- > **Oppose** to **changes** by others in the title or the work, unless that change is *reasonable*
- > **Oppose deformity**, mutilation or other damage to the work, which could harm the honor or the good name of the maker

## **Contract formation/** copyright law

### **Act** with copyright

- > **Noting:** Copyright remains with creator of work
  - > **Transfer:** Copyright is transferred (per contract!)
  - > **License:** Permission to another person to use under conditions
- 
- The personality rights remain, also in the case of transfer/license, with the creator/architect
  - Waiver of the right to attribution and the right to oppose reasonable changes is possible



## Contract formation/ copyright law

### Problems in practice

- > Conflict with **client** on execution (veto!)
- > **Demolition**
- > Conflict with **third parties** over use of image of work
- > Conflict with **other architect** in counterfeiting (rare)
- > Projects subject to change through management or transformation (U&L)



## Contract formation/ open source...

ArchDaily · News · Articles · Products · Interviews · Competitions · Events · Classics · More

ArchDaily · News · ELEMENTAL Releases Plans of 4 Housing Projects for Open-Source Use

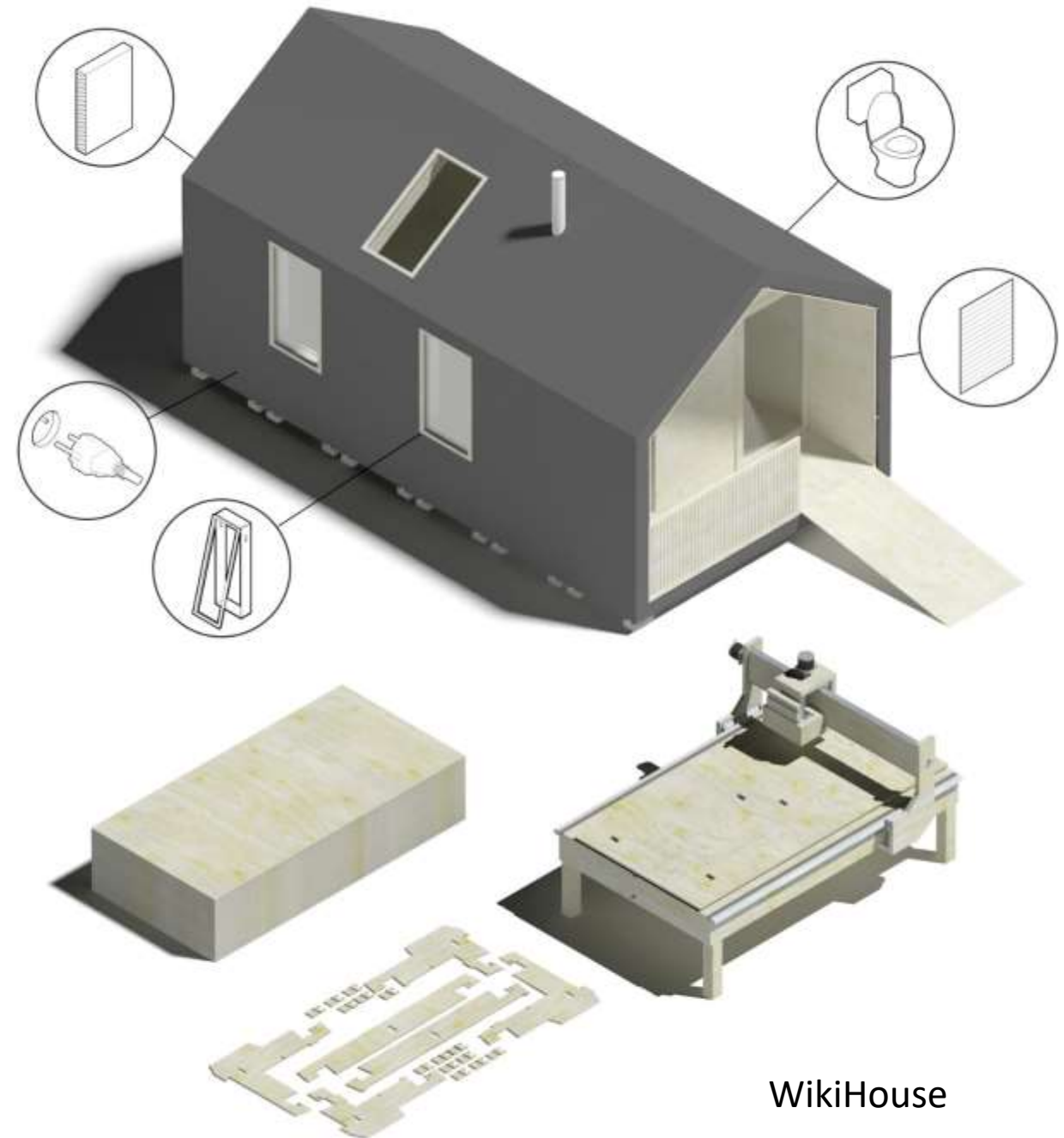
EL000 · 3 April, 2016 · by Rory Stett

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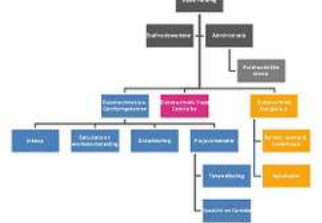
Like 8.7K Tweet Pin it



The 2016 Pritzker laureate Alejandro Aravena has announced that his firm, **ELEMENTAL**, has chosen to release four of their social housing designs to the public for open source use. Speaking in a [panel discussion held by the Pritzker Prize](#) earlier tonight titled *Challenges Ahead for the Built Environment*, Aravena stressed the need to work together to tackle the challenge of rapid migration that is taking place all around the globe, a message closely tied to the theme of the upcoming [Venice Biennale](#) which Aravena is directing. In this spirit, [DWGs of these four designs](#) - which offer the basic elements of a house at a low budget and encourage the residents to expand into an adjacent space as they find the money to do so - will be available for architects worldwide to learn from.



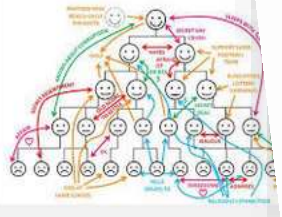
WikiHouse



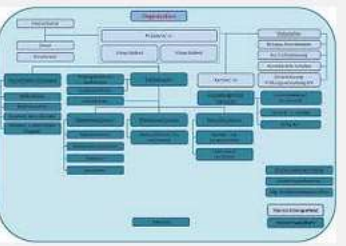
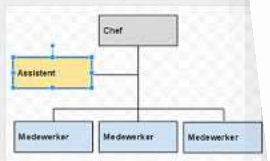
# Standaard taakbeschrijving 2014



REAL ORGANIZATION CHART

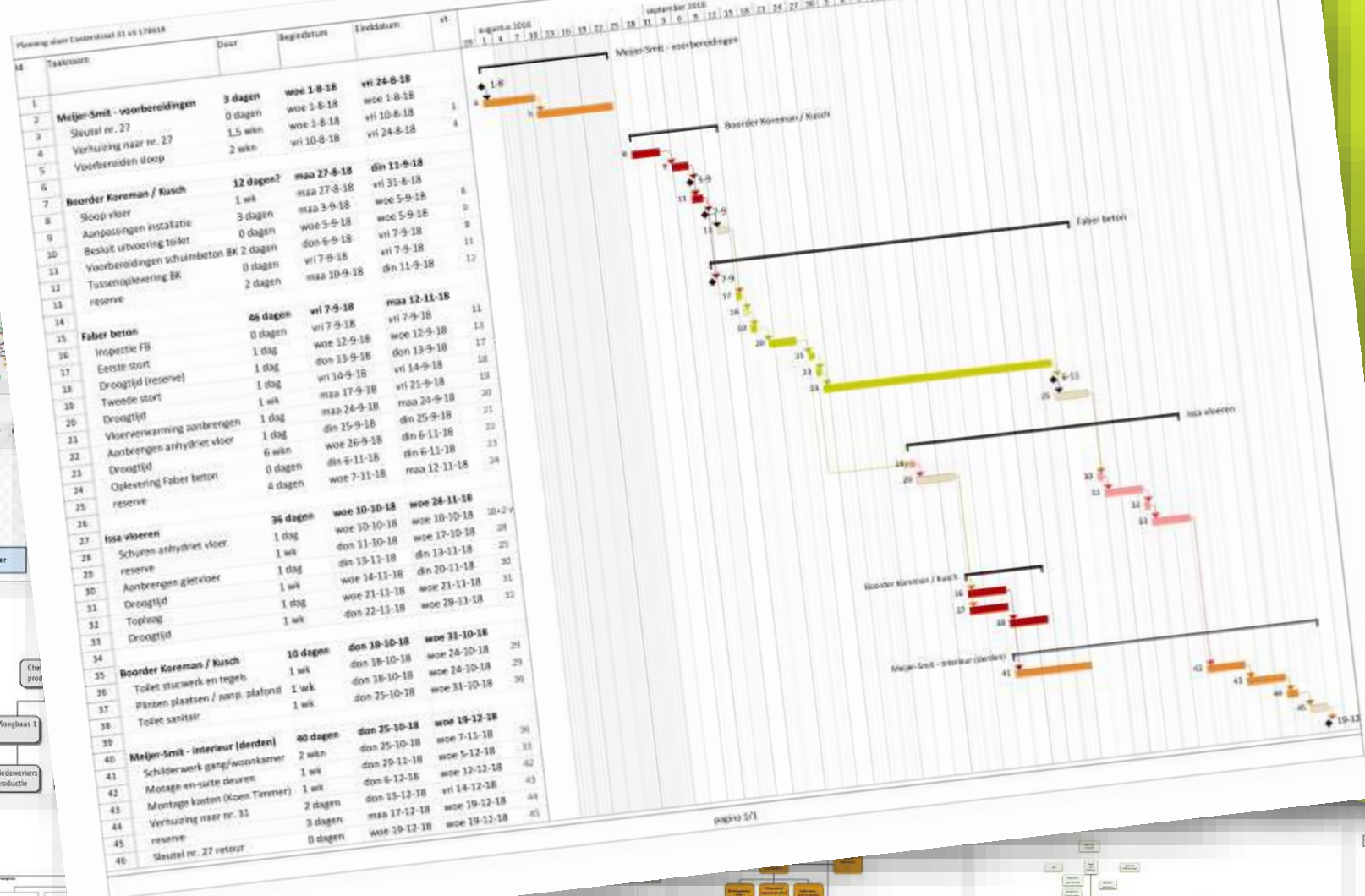


Organigram



Organigram

Bakkerij



**?!**

**LETS GO!**