

## STAGE 0

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# Strategic Definition

**Job no**

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**Job Title**

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**Team members**

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## Instruction for use


This checklist is an rtf (rich text format) form, optimised for editing in Microsoft Office Word. Parts of it have been temporarily locked to preserve the default wording found in the *RIBA Job Book* (Tenth Edition). The parts that are not locked are the check boxes, the 'notes' fields and the 'completed on' fields. In other words, it is possible to add your own text and subsequently edit these fields.

It is recognised that the default wording, which is currently locked, may need to be added to and edited. To unlock it, please follow the instructions below:

### Microsoft Office Word 2003

- Select *View>Toolbars>Forms* from the main menu. The *Forms* toolbar will appear.
- Click the *Protect Form* button  to unlock the checklist. To lock it again, click it again.
- If needed, click the *Form Field Shading* button  to hide the grey shading that appears around the editable fields. To show it again, click it again.

### Microsoft Office Word 2007

- Click the Office button  to bring up a menu. Select *Word Options* from the bottom of the menu.
- The *Word Options* dialog window will open. Select the *Show Developer Tab* option. At the bottom of the window, click *OK*.
- A new *Show Developer* tab appears at the top of your screen. Click on it.
- In the *Protect* group, select *Protect document*. A window will appear on the right-hand side of your screen.
- In this window, select *Stop protection* from the bottom of the list.

### Microsoft Office Word 2010

- Click the *File* tab to bring up a menu. Select *Word Options* from the bottom of the menu.
- The *Word Options* dialog window will open. Select the *Customize Ribbon* option.
- Select *Developer* box in the right hand side menu and click *OK* on the bottom of the screen.
- A new *Show Developer* tab appears at the top of your screen. Click on it.
- In the *Protect* group, select *Restrict Editing*. A window will appear on the right-hand side of your screen.
- In this window, select *Stop protection* from the bottom of the list.

## 0.1

### Client team

#### 0.1.1

If appropriate, make discreet enquiries about the prospective client's business record and financial position to determine whether they would be a person or organisation you will want to undertake work for. Look at previous projects they have commissioned and ask other consultants what they were like to work with.

*Enter notes here*

Completed on

#### 0.1.2

If the client is a company, identify the status and authority of the client representative.

*Where the client is two or more individuals or a family unit, be sure that you know who has authority to make decisions, give instructions and make payments. It is preferable to have a single person performing this role to prevent any misunderstanding or crossed-communication.*

*Enter notes here*

Completed on

#### 0.1.3

Understand whether the project is for direct occupation by the client or is a speculative development for sale (and, if so, at what stage in the project process this will happen) or lease, and enquire about the potential involvement of any third party who may expect to be consulted, including funders.

*Bear in mind that working with a group of people on a community-type project, or with a user client for whom this is their first project, may entail a certain amount of extra work, including meetings outside of typical working hours.*

*Enter notes here*

Completed on

#### 0.1.4

Check the experience of the client.

*Some clients know exactly what is needed and what they can realistically expect from consultants, while some may never have built before.*

*Be particularly careful in initial meetings with inexperienced clients. Remember that your legal duty of care can relate to the known experience or inexperience of your client, particularly with*

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consumer (i.e. domestic) clients.

*Enter notes here*

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**0.1.5** Provide the client with the fee proposal and be prepared to negotiate if necessary.

Carefully price the Client Requirements and the scope of work.

*You will need to be aware of current market conditions, but if you quote a fee that is unrealistically low you might have to cut corners and the quality of service you are able to provide will suffer. You must always propose a fee that will enable you to provide a professional level of service and not expose the practice to undue risk or potential liability.*

*Be clear about the scope of the work and why it is necessary, such as statutory obligations and consents, the level of detail for each work stage etc.*

*Be realistic when negotiating. A successful negotiator knows how far to go and when to stop. The aim should never be to secure a commission at any price.*

*Enter notes here*

*Completed on*

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**0.1.6** Identify the likely role and nature of the professional services needed. Will you be acting as lead designer, as Project Lead, as a design team member, as consultant to the employer client in design and build, as provider of information to the contractor client in design and build, or even as coordinator or manager for separate trades contracts? Make an appraisal and consider the implications carefully.

*Enter notes here*

*Completed on*

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**0.1.7** Carefully examine any terms and conditions of your appointment. Consider whether they follow normal practice or whether there is any wording that may present increased risk. Do not be afraid to negotiate the terms of the appointment where necessary. Using a standard form of professional services contract will ensure that the contract terms follow tried and tested practice.

*When necessary, take advice from a*

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|                      | <p><i>construction lawyer and your insurers. Legal fees can be expensive – you will need to decide how much to invest in obtaining advice and to balance the cost against the anticipated risks in accepting the terms.</i></p> <p><i>Many insurers, including the RIBA Insurance Agency, provide written advice on the terms of appointments. Generally, this will just involve a check for any terms that may lead to liability outside your professional indemnity cover, but sometimes it will go into more detail.</i></p>   |   |
|                      | <p><i>Enter notes here</i></p>  | <p><input type="checkbox"/> <i>Completed on</i></p> |
| <p><b>0.1.8</b></p>  | <p>Check that there is no conflict with professional codes. Also check whether your work with an existing client will conflict or compete in any way with the new client's business or activities. If you feel there may be an issue, discuss it with the client before proceeding.</p>   |   |
|                      | <p><i>Enter notes here</i></p>  | <p><input type="checkbox"/> <i>Completed on</i></p> |
| <p><b>0.1.9</b></p>  | <p>If no terms are stipulated, recommend the use of the most appropriate version of the RIBA Professional Services Contract.</p> <p><i>When setting out in writing the services to be provided, make absolutely clear what is included and what is not included. Leave no room for misunderstanding, particularly when dealing with new or inexperienced clients.</i></p> <p><i>With a domestic (consumer) client, always arrange to meet and talk through the terms proposed in detail, and make sure your client fully understands them. If you do not, under the Consumer Rights Act 2015, certain terms may not be considered to have been 'individually negotiated' and therefore become void.</i></p> | <p>0/N5</p> <p>0/F2</p>                             |
|                      | <p><i>Enter notes here</i></p>  | <p><input type="checkbox"/> <i>Completed on</i></p> |
| <p><b>0.1.10</b></p> | <p>Assess what the project will require in terms of practice resources before you quote a fee. Do you have the necessary skills and staff? Can they be made available for the particular programme? If it looks as if you will be overstretched, can you buy in skills or subcontract work?</p> <p>Refer to the project resource planning sheet in form 0/F4.</p>   | <p>0/F4</p>   |

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|                      | <p><i>Remember the ARB and RIBA requirement to ensure you can properly resource any work undertaken. See box on page 16: 'ARB code of conduct related to tendering for work'.</i></p> <p><i>Enter notes here</i></p>   | <input type="checkbox"/> <i>Completed on</i>             |
| <p><b>0.1.11</b></p> | <p>Decide whether it is realistic to undertake the commission.</p> <p><i>Are you confident that the timetable, quality of services and budget can be met? What are the risks, and can they be traded off against likely benefits to the practice if the commission is won?</i></p> <p><i>Enter notes here</i></p>  | <input type="checkbox"/> <i>Completed on</i>             |
| <p><b>0.1.12</b></p> | <p>Decide whether to accept the commission if offered and confirm it in writing.</p> <p><i>Enter notes here</i></p>  | <input type="checkbox"/> <i>Completed on</i>             |
| <p><b>0.1.13</b></p> | <p>Submit appointment documents for signature before commencing work.</p> <p>Where a standard form of appointment is used, follow the guidance notes exactly.</p> <p>Should it prove premature to enter into a formal agreement at this point – for example, when the extent of professional services cannot yet be fully determined – enter into a preliminary agreement as an interim measure, ensuring it is clearly identified as such.</p> <p><i>Never assume that the commission is won until you have received written confirmation of acceptance.</i></p> <p><i>Enter notes here</i></p> | <p>0/F4</p> <input type="checkbox"/> <i>Completed on</i> |
| <p><b>0.1.14</b></p> | <p>In determining the fee proposal, consider the programme for undertaking the work and calculate the time cost to the practice.</p> <p>It is not unusual for clients to expect the architect to share the risks in the early stages by working on a speculative basis, in which case it is even more important to measure time and cost. If this is the case, it is nonetheless important to set out the basis of this work in writing.</p> <p><i>Enter notes here</i></p>  | <p>0/F4</p> <input type="checkbox"/> <i>Completed on</i> |
| <p><b>0.1.15</b></p> | <p>Check with your professional indemnity (PI)</p>   |  |

insurers whether the project might require services outside those covered by your policy. For example, you might find it necessary to engage other consultants directly, or be called upon to give advice on self-build operations or to act as manager for a series of separate trade contracts.

Cover could also be affected by the nature or scale of operations, or because of stipulations by the client as to the amount or duration of cover required.

If you are to engage subconsultants, you must check their competence and resources, particularly with regard to the CDM Regulations.

*Consider using the RIBA Sub-consultant Professional Services Contract 2018 in conjunction with the RIBA Standard Professional Services Contract 2018.*

*Refer to the Handbook of Practice Management (2013), Chapter 2 'The Profession' and Law in Practice (2018).*

*Enter notes here*  *Completed on*

**0.2** **Cost**

**0.2.1** There are no specific requirements for cost planning in this stage, but an understanding of the likely capital cost parameters is necessary to assess the viability of the project. If working as part of the client team, seek advice from other consultants on this if necessary.

*Enter notes here*  *Completed on*

**0.3** **Other activities**

**0.3.1** When considering whether to take on the commission or make an offer for the provision of services, check whether other architects were previously involved with the project. If so, check that their appointment has been properly terminated and notify them in writing of your own appointment, when this has been formally concluded. 0/F1

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|              | <i>Enter notes here</i>   | <input type="checkbox"/> <i>Completed on</i> |
| <b>0.3.2</b> | <p>Keep adequate and appropriate records of all communication on the project. File everything systematically so that items can be easily found and retrieved. It is essential to have fail-safe back-up arrangements to protect both work in progress and records which may be needed for future reference.</p> <p><i>Enter notes here</i></p>  | <input type="checkbox"/> <i>Completed on</i> |
| <b>0.4</b>   | <b>BIM and digital technology</b>   |  |
| <b>0.4.1</b> | <p>If appropriate, advise the client on the purpose, benefits and implications of implementing Building Information Modelling (BIM) on the project.</p> <p>Agree the extent to which BIM will be used.</p> <p><i>Enter notes here</i></p>   | <input type="checkbox"/> <i>Completed on</i> |
| <b>0.4.2</b> | <p>Advise the client on the scope of services for the integrated team, including requirements for the appointment of specialists and an information manager.</p> <p><i>Enter notes here</i></p>   | <input type="checkbox"/> <i>Completed on</i> |
| <b>0.4.3</b> | <p>Prepare a draft Responsibility Matrix for the project.</p> <p>A Responsibility Matrix is of particular importance on BIM projects as it ensures that every party with design responsibilities is clear regarding the design information they will be contributing to the federated BIM model and the level of detail that the model will contain. The matrix is of particular importance to the lead designer who must ensure that the matrix allows them to undertake any design coordination obligations that are allocated to this role.</p> <p><i>Enter notes here</i></p> | <input type="checkbox"/> <i>Completed on</i> |