

Developing a Robust Client Brief to Deliver Value

The Constructors' View

26 May 2010

ENGINEERING

 **Fletcher**
CONSTRUCTION Since 1909

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Background

- I am a civil engineer.
- 21 years experience in site engineering, project management, etc. to deliver projects as a contractor.
- 11 years experience in managing bid teams to win contracts, alliances, ECI contracts.

Role

- New Business Manager for Fletcher Construction's Engineering Division.
- My job is to lead a team to win profitable work.
- Not an estimator, not a designer, not a lawyer, not a marketing guy – I manage the people who are to win work.

Achievements in procurement

- TNZ's first D&C contract under the current model (Rangiriri to Ohinewai)
- TNZ's first Pure Alliance (Grafton Gully Project)
- NZTA's first Competitive Alliance (Manukau Harbour Crossing)
- NZ's first major ECI Contract (New Lynn Rail Trench for ONTRACK)
- NZTA's first Early Alliance (Mackays to Peka Peka)

What is the Client brief?

- I propose to focus on the aspects of the client brief that are specific to the project (generally for D&C)
 - Scope of work definition
 - Specific requirements for delivering the scope of work
- Not the standard specifications
- Not the conditions of contract
- Not the payment terms

What goes wrong?

- Failure to appreciate the need to be specific about requirements in the right timeframe
- Failure to appreciate the reliance placed on documentation during a tender process
- Failure to appreciate the pace at which decisions are made once the contract is let
- Tendency to mix and muddle requirements with conditions, payment terms, etc.
- Tendency to specify both outcome and method

The concept of a written will

- Your written will is set up to be administered by someone else when you die
- The executor must interpret and then carry out the directions of your will – you will not be available
- If you set up your Client Brief on the assumption that you will not be available to clarify it later, you will probably take greater care
- When the contract is underway you will have plenty of other things to worry about and need to be able to rely on your “will”

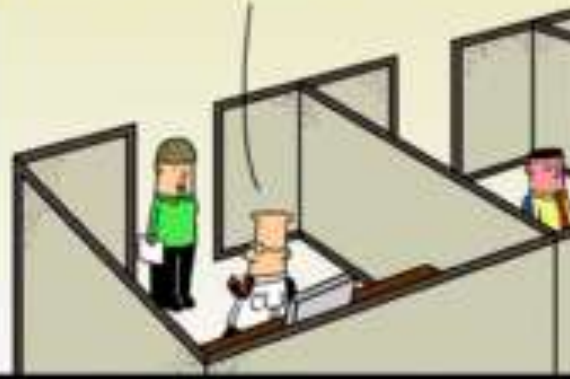
Scope of Work

I NEED A BUDGET ESTIMATE FOR MY PROJECT, BUT I DON'T HAVE A SCOPE OR A DESIGN FOR IT YET.



Dilbert.com DilbertCartoonist@gmail.com

OKAY, MY ESTIMATE IS \$3,583,729.



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YOU DON'T KNOW ANYTHING ABOUT MY PROJECT.



THAT MAKES TWO OF US.



Scope of Work

- Nobody has cost certainty without scope of work certainty
- The Owner must determine the scope of work

Specific requirements

- Option to:
 - Specify desired outcomes without dictating how they are to be achieved
 - Be more prescriptive about how the work is to be undertaken
- Avoid doing both
- If practicable, lean towards specifying outcomes
- Sometimes drafted by D&C Contractor and checked by Owner on ECI projects and Alliances

Keeping it brief but effective

- Case study from Americas Cup 2000 – Viaduct Basin Facilities
 - Less than ten simple drawings (scope definition)
 - Less than ten pages of text (specific requirements)
 - Finished several months early – *ahead of time*
 - Design & Construct contract (\$58m) – *under budget*
 - Certificate of Code Compliance issued prior to date of practical completion – *exceeded quality requirements*
 - No disputes

Are we all together on this?

