Briefing: Static or dynamic?

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Abstract
In the literature on building project management little attention is paid to the briefing process and the brief. This might be due to the fact that within today’s practice the briefing process often is done by the client himself, his real estate department, by housing- or more in general by organization-management consultants. Although in the Dutch standard regulations briefing can be contracted as an additional task to the architects work, only seldom an architect is directly involved in the briefing process. Within a context of modern procurement approaches, examining the Dutch situation in particular, this paper tries to set directions for future research on briefing, discussing the multifaceted character of briefing. It is stated that briefing has to include, on a well-balanced level dynamic as well as static aspects, according to project specific characteristics.

1 Introduction
Nowadays there is a tendency for more integrated procurement routes. It is expected that in these cases the innovation potential of commercial parties is challenged far more than in cases of traditional procurement routes. It has to be remarked that in practice as well as in research the definitions of the different procurement routes are weakly set, and sometimes used more as a ‘selling argument’ than as an actual way of organizing and contracting (Holstein, Prins et. al. 2004; Ang & Prins, 2002). This complicates a systematic evaluation of meeting expected requirements. However, integrated procurement methods have one thing in common: the wishes and demands of the client are contracted to commercial parties rather early in the process. In doing this, the influence of the client during the design and construction process decreases in comparison to traditional procurement methods. At the same time long term risks are transferred from the client to the contracting parties. This will only result in a win-win situation for both client and commercial parties if needs and wishes are clear and adequate throughout the process. Early experiences with integrated contracts like DBFMO are often discussed on their effectiveness in the Netherlands, but up till this effectiveness hasn’t been systematically researched. Most cases concerning integrated procurement seem to show a struggle between a fully specified brief with a static nature, and a more dynamic type of briefing. This dynamic type of briefing can accommodate growing insight during the process of all parties involved. In the next paragraphs several viewpoints on the characteristics of the brief and the briefing process will be discussed. Some evidence will be given that the real question of briefing goes far beyond its static or dynamic nature. The brief and the briefing process in integrated procurement routes should be in line with the specifics of each procurement route.
2 The brief as evaluation tool within design

Traditionally design is often summarized as the classical triad of analysis, synthesis and evaluation. Within more recent literature (for instance Allinson, 1997; Gray and Hughes, 2001; Boyle, 2003) often next to this, the ‘problem finding character of design’ is articulated. Within the beginning the problem to be solved is vague and undefined and client and designer while evaluating design variants, throughout the process are learning and are altering and sharpening the design task and the brief. Most literature in accordance is focusing on this dynamic nature of the brief as well as the interconnected process of generating design variants.

3 The brief as communication tool between client and designer

As opinions about the structure and the content of the brief might vary (see for instance Duerk, 1993), most authors see the brief as a written expression of the clients’ requirements and the internal and external constraints of the project. This brief could vary from rather simple tables of functions including for instance square meters to more advanced briefs in which more intangible aspects of the project are defined.

The clients’ strive for a more systematic and objective approach might differ from the more chaotic, intuitive and artistic approach designers have. The designers core business is problem solving by trying to translate expectations and dreams of the client into design solutions. Buciarelli, (2003), addresses this language problem between the verbal thinking client and the visual thinking designer more in general for the engineering sciences. Brown (2001) also addresses the role of the brief as communication tool and the problems that arised while applying the brief in several types of integrated procurement routes.

Latham and Egan stated that the problems in the UK construction industry will remain unresolved, unless more attention is given to the communication procedures, protocols and the role of briefing.

4 The brief as a tool for quality assurance and process planning

In the Dutch SBR 258 report on ‘Briefing as a tool for quality assurance’ briefing is explicitly addressed as an aspect of ‘growing insight’ (Spekkink, 1992). This is translated to a concept with a phase bound development of the brief, giving the brief explicitly a dynamic nature. In this report the brief is seen as strictly connected to the formalized phases of the design process, which means that the brief can be seen as an output of the current phase as well as input for the next phase of design. In this sense the brief also gets meaning as a planning tool for the design process. The recent update of this report by Wijk (2004) still has the aim to get the requirements of the client and end-users ‘as objective as possible’. The brief is decomposed into so called blocks (project definition, use functions, values, image, budget, norms) on four scale levels (location/site, building, space, place). The Dutch NEN norm more or less follows this line of thinking. As several blocks can occur explicitly more than once on the same level during the design process, this attempt to briefing might be seen as an attempt for dynamic briefing although the strive for objectivity and the strict formarring also has a tendency to a more static type of thinking. The publication by Blyth & Worthington (2001) is equal to this approach, but adds levels of decision-making, and principles of lean thinking.

They even connect briefing to systematic post occupancy evaluation and facility management, giving it a cyclic and dynamic life long- nature within the continuous design of a clients’ housing needs.

5 The brief as a contract

The brief as a contract document between client and designer, defines the architect’s assignement. This asks for a more static nature of the brief. From a stricter juridical viewpoint as soon as the brief changes; client and architect working according to the original brief in fact need to re-contract. In the Dutch practice almost all architects work is based on a to the initial investment related kind of lump

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sum fee based system. This implies that if the brief changes, the extra work caused by this change will cause a financial loss for the architect’s organization unless additional agreements are made.

The Dutch Standard Regulations (the so called SR ‘97, see BNA, 2005) consider the brief primarily to be static in terms of a functional program and a budget for the project. There is some openness to negotiate within the SR ‘97 on adaptations during the design process, but the brief is explicitly seen as a contract between client and architect. The new standard regulations (DNR, 2005/6, See BNA 2005 (2)) don’t really alter on this concept. Thus from a managerial or/and juridical perspective a static brief seems to be preferred above a dynamic one.

6 The brief as a tool for building specification

The idea behind the concept of performance specifications is that the client, in the brief, expresses his required performances instead of describing the exact definitions, the required properties and design solutions (for an overview on this topic, see Ang & Prins, 2002). The idea of the performance concept in building is expected to enhance the innovation potential of the contracted designing and construction parties. Although not published, the implementation of the performance concept, introduced early in the 1990’s within the Dutch practice, appeared difficult, especially when the relation between architect, contractor and client is concerned. In essence the performance specifications, once established by the client, have a static nature. In more recent approaches go/no go type interventions by clients came up, which can be classified as a combination between dynamic and a phase bound development, but in essence this concept of the brief remains static while trying to give contracting parties room for developing innovative solutions. Designers find it difficult to accept that performance specifications are a way to stimulate innovation. Nevertheless performance specificatons can be considered as a first serious attempt to make a break through in classical thinking about briefing and the briefing process, while trying to give space to more integrated procurement routes.

7 Static and dynamic briefing

It might be assumed that the apparent ‘conflict’ between the dynamic and static nature of the brief will lead to conflicts between client and architects. An extensive case study by Barrett and Stanley (1999) and a study by Brown (1998) underpin this same assumption as they conclude that often briefs show little evidence of rationale; it’s a ‘messy’ and a ‘jumble of conflicting and confused aims’. Prins et. al. 2001 distinguishes three types of briefing and proposes a solution to the possible conflict. Proposed are different types of contract payment terms in relation to the type of briefing applied: Fee or lump sum fee base payments, in case of a real static brief, phase based contractual arrangements and payments, in case of a phase bound development of the brief, and payment based on worked hours in case of real dynamic briefing. Underlying assumption of this proposal is that every other type of coupling between briefing and payment will lead to conflict. Duerk (1993) distinguishes three similar kinds of briefing but perceives this as different believes: one in which it is believed that, to maintain integrity of each process, the program should be absolutely separate from the design, another belief in which design and briefing are fully intertwined and cannot be disconnected and an approach which advocates “activities of programming are clearly articulated yet distinct from those of design while still maintaining frequent, regular interaction between the programming and design processes including evaluation processes.”

8 Jurisprudence

It might be assumed that the ‘conflict’ addressed in this paper between the dynamic and static nature of the brief, or even more its intrinsic multifaceted character, will lead to conflicts between client and designers. A literature survey on arbitration and juridical procedures between client and architect on
this topic over the last nine years show surprising results. For the literature survey the Dutch textbooks of Wijngaarden and Chao-Duivis (version 2004, volumes 7, 8, 9, 10, 11) have been used. As the DNR (published first in 2003; De Nieuwe Regeling; ‘The new Arrangements’) is too recent to find cases on, this survey is limited to conflicts, arbitration and mediation about the SR 97 up till its final published version in 2005. Strictly seen in these books only ten cases are reported about conflicts between client and designer on the briefing process, from which none directly refer to the SR ‘97 arrangements. With a broader look more cases can be found, as within the Dutch contracting practice between client and designers, contracting is also possible without a formal brief. Strictly seen, given the SR 97 text, only the budget and the functional program are the only constraints that the architect and designers are bound to. So the fact that only twelve cases were reported on the esthetical value and performances of the designers in this sense, can be explained by the fact that these responsibilities cannot be taken into account. Probably the client has to protect himself to unwished design esthetics. However if really explicit wishes are made clear by the client, the designers and his advisors has to provide conforming to the assignment. Two cases are published about not fully defined or incorrect budgets. Lots of cases are reported on fees and financial settlements. Only one case concerned the actual payment because of radical changes in the brief. Another eight cases are published about a dispute whether it concerns a full or a partial assignment, or no assignment at all. Although conflicts are foreseen for example by Brown (2001) and Barrett and Stanley (1999), less evidence for this can be found surveying almost 10 years of Dutch arbitration, mediation and juridical procedures in construction. This might be due to several reasons which could be further researched:

1. Clients as well as designers are ‘suffering’ from growing insight, in other words both parties are equally ‘guilty’ to the delays and failures and disappointments.
2. As according to Mintzberg and Greiner (cited in Prins et. al. 2001, see also Weggeman, 1997) architectural offices might be seen as so called operational adhocracies, designers are more quality driven as money and efficiency driven.
3. According to the bi annual surveys of the BNA (Royal Dutch Association of Architects), still approximately 70% of the design tasks are traditionally contracted. In these cases the architect explicitly is the trustee of the client (See BNA’s code of Ethics). As a trustee and given points 1 and 2, legal procedures aren’t the first option to resolve conflicts.
4. Too less non traditional procured cases are executed in the Netherlands to give evidence, that in these instances formal conflict more often occurs. Beyond that much of these cases explicitly are governmental led, and had a more or less experimental status.
5. Architects fees, compared to costs of further time overruns and total costs (clients hours) of juridical procedures might prevent clients from escalating conflicts.
6. Dutch architects are in general responsible to a maximum of the fee they committed for (but limited to app. 750,000 euro in all cases), so legal procedures in terms of a client’s perspective often not will be worth the money.

9 Conclusions

In this paper based on the demands of modern procurement, several viewpoints of briefing are examined. In most literature the dynamic brief is strongly advocated. Some authors belief that design and briefing are completely intertwined and ought not to be disconnected. However in terms of striving for objective requirements, clear communication, and the brief as a contract, a static nature of the brief seems to be more appropriate. This is even more the case as when looking to modern integrated forms of procurement, the role of architects as the clients trustee substantially is reduced, and firm and objective long-term appointments are the basis of contractual thinking. Our main hypothesis is that the multifaceted character of the brief as described in this paper deserves significant more attention in research as well as practice because modern procurement asks for modern briefs and briefing processes. Phase bound development in these terms might mean that first a static brief is defined which forms the basis for the integrated contract. Secondly dynamic forms of briefing are introduced during the design process where growing insight of all parties involved can be
integrated (client, contractor, designers) within the borders and constraints set in the static starting documents. This might imply significant changes in the way integrated construction processes take place and are organized nowadays. Given the considerations in this paper a brief can be characterized within a three dimensional space in which:

- on the one axis the degree of dynamic versus the static nature is specified,
- on the other axis the degree of object specification is set,
- on the third axis the process demands are specified in terms of a rather open and flexible sequence (as in most forms of traditional contracting) to closed turn key like long term contracts as DBFMO.

This way of thinking concerning the brief and briefing process might open up integrated procurement routes for client designer communication, much more as accepted nowadays, trying to match expectations and dreams to be translated into reality, while also giving space for the advantages of integrated procurement. Part of the problem is to distinguish fixed and tangible aspects from the still variable and sometimes intangible ones, while defining the first as constraints for the latter.

10 References


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