

**THE EXAMINATION OF CONTRACTUAL RELATIONSHIPS IN
INTERIOR ARCHITECTURE TO PROPOSE A NEW CONSTRUCTION
CONTRACT**

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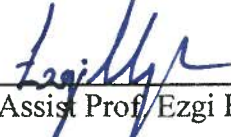
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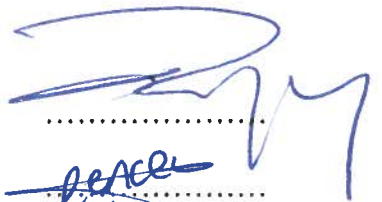

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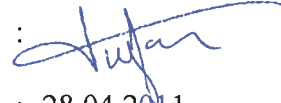
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STATEMENT OF NON-PLAGIARISM PAGE

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ABSTRACT

THE EXAMINATION OF CONTRACTUAL RELATIONSHIPS IN INTERIOR ARCHITECTURE TO CONSTITUTE AND CONSTRUCTION CONTRACT

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Some interior architects on their first step into the business life face problems because of the reason that the contracts and specifications to be drawn for their work are prepared far from protecting their rights and unsatisfactorily.

On the second and third chapters of the thesis, related to the subject above, construction sector, project management and the notion of “interior architecture” are analysed and the general characteristics and features of the contracts and specifications to be signed between the interior architect and the owner or the contractor in public or private sector and the Laws and Regulations binding them are stated.

In the fourth chapter, examples of certain problems the interior architects face against the owner or the contractor in private sector are given and a work on this subject is displayed. Sample contract to be signed between the interior architect and the owner and sample contract to be signed between the interior architect and

the contractor available in the part numbered as 4.5 arised as a result of questionnaire work and the other works stated above.

Keywords: Contracts, Specifications, Project Management, Interior Architectural Contracts, Contracting Principles.

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ÖZ

İNŞAAT SÖZLEŞMESİ PRENSİPLERİ OLUŞTURMAK İÇİN İÇ MİMARLIKTA SÖZLEŞME İLİŞKİLERİNİN İNCELENMESİ

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İş hayatına yeni adım atan bazı iç mimarlar, yaptıkları işler için düzenlenmesi gereken sözleşme ve şartnamelerin, haklarını korumaktan uzak ve yetersiz olarak hazırlanmış olmasından dolayı problemler yaşamaktadır.

Tezin ikinci ve üçüncü bölümlerinde, yukarıda belirtilen konuyla ilgili olarak, inşaat sektörü, proje yönetimi ve içmimarlık kavramları incelenmiş, içmimarların kamu sektörü ve özel sektörde iş yaparken işveren ya da taşeron ile oluşturacakları sözleşmelerin, şartnamelerin genel özellikleri, nitelikleri, hangi kanun ve yönetmeliklere bağlı oldukları belirtilmiştir. Dördüncü bölümde ise, özel sektörde iş yapmakta olan içmimarların işveren ve taşeron ile yaşadıkları problemlere ilişkin örnekler verilmiş ve konu hakkında bir çalışma ortaya konulmuştur.

Tezin dördüncü bölümünde yer alan içmimar (yüklenici) ile işveren arasında imzalanacak sözleşme örneği ve işveren (içmimar) ile taşeron arasında

imzalanacak sözleşme örneđi, anket çalışmasının ve yukarıda belirtilen diđer çalışmaların bir sonucu olarak ortaya çıkmıştır.

Anahtar Kelimeler : Sözleşmeler, Şartnameler, Proje Yönetimi, İç Mimarlığa Yönelik Sözleşmeler, Sözleşme Prensipleri.

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LIST OF ABBREVIATIONS

A : Article or Item

C : Contract
(*For Example; C.1-A.7 : Contract 1, Article 7*)

EPPP : Electronic Public Procurements Platform

e.t. : Excel table at the end of the contract 1

VAT : Value Added Tax

CHAPTER 1

INTRODUCTION

1.1. General Approach to the Problem

The sufficient information, details and guidance for the professional business life of the interior architecture in a legal manner are not ranked in the undergraduate education programmes of the departments of the interior architecture of some universities.

Thus, some newly graduated interior architects beginning to business life confront some problems owing to the fact that the necessary contracts and specifications for the works to do are prepared as too far from the protecting the rights of the interior architects and in an inadequate manner. Therefore, within the scope of the matters mentioned above, it is deemed that some alternative solutions must be produced, that the information on legal liabilities, responsibilities, some practical methods must be suggested, and that the awareness rising is necessary for the interior architects beginning to business life in order to remove the future potential unjust treatments.

The newly graduate prospective interior architects must have some information on the matters mentioned above because of the fact that they could not find some solutions to the problems arisen from that they are not to be sure on their rights and liabilities when it comes to make some business contracts in the market. Therefore, it is necessary to prevent the problems that may arise from the lack of information of the interior architects. Accordingly, it is aimed to suggest the principles and procedures of an ideal contract with the purpose of the offering a solution to the problems that may occur.

In the scope of the thesis, there exist the general information on the contracts and specifications of the construction industry, public and private sector; the case study analysis on the contractual parties, problems that may occur and the solution approaches to these; and the proposals of the ideal contract to sign between the employer - contractor and the contractor – subcontractor.

1.1.1. Aim of the Thesis

This work giving general information about the formation, development process, history and the manner of work of the construction sector, examines the structure of the construction sector in terms of the employer, the contractor and the subcontractor.

Subjects such as giving information about the arrangements and types of the contracts and specifications for the interior architects, designing the limits of the authorities and the responsibilities of the interior architects, terms and conditions of the contract to be signed with the public and private sector by the interior architects and the authorities and liabilities arisen from the terms also fall within the scope of this thesis. Considering the subjects stated in the previous sentence in a matter risk factors, the informing of interior designers, designating the least necessary criteria in the specifications and contracts to be signed between the employer and the interior architect or the interior architect and the contractor and to determine the type of the ideal contract to be signed by the interior architects with the employer or the contractor, not completing the work within the conditions set in the contract, the owner's claims on changes in production and design-work which are not mentioned in the contract, the owner's claims on changes in production and design-work which are not mentioned in the contract, the owner's not paying the cost of work stated in the contract in time, legal problems which may occur due delays caused by the designer or the owner.

When it comes to the construction sector, some economical, social and legal disputes are appeared within the working process of the professional designing and manufacturing. The designers have some difficulties in the case of appearing the defaults that may occur because of the ill-defined contents and the lack of control in the management. In order to prevent the occurrence of this situation, an attention must be paid to sum up the factors having effects on the construction industry, to organize the project designing process in details and to investigate the contract and specification in a finely manner.

The reasons for writing this thesis are to provide information to the interior architects on the problems that they may confront, to develop and present some solution approaches on the problems mentioned above and to provide information on their legal rights and also to raise awareness of the professional liability.

The basis of the thesis's aim consists of the formats and conditions of the contracts to sign between the interior architect and employer or the contractor. The overviews of the contracts are included by the provisions of the topic numbered 1.1.2.

The contracts must be recited in two district categories as the contracts to sign with the public and private sector.

The contracts drawn up as a result of a public tender; These are the type contracts predetermined the standards and conditions through the website of the Public Procurement Agency: EPPP (Electronic Public Procurements Platform) and it is necessary to ensure this type of contracts by the prospective bidders from EPPP.

The contracts drawn up between the interior architects and the private sector; There is no any certain standard of this type of contracts, and it is

encountered that some professional chambers prepare some type contracts. These standards are constituted by the professional chambers. Accordingly, it is also possible to draw up some contracts regarding the natural or legal bodies.

All contracts should be suggested and signed in a way to contain a predetermined service extent and a planned process. To minimize the problems that may be encountered during the design and manufacture processes of the project such as the work description, work period and cash flow will be possible by this means.

The problems that may occur in the application process after signing the contract will be examined within the thesis together with the specimens.

The whole information, which must be known by the interior architects to make business with the public and private sector such as personal rights; the contents of the contracts to sign by them; the properties of the specifications and how the potential problems that may occur other than the contract can be solved, were gathered by examining the sources in the literature. It was targeted to provide information with the more conscious perspective to the interior architects about the aforesaid matters.

Within this context, some studies have been performed;

- To provide a general information associated with the properties of the natural and legal persons carried out in the construction industry in a professional manner as an employer, contractor and subcontractor, and also to provide an information on what should be done by the interior architects in Turkey in the cases of delay or time extension caused by the contractor (designer or main contractor), employee or the employer, or in the case of the small or large modifications on the project aftermath of the contracting,

- To inform of the interior architects on the qualifications of the contracts requested to sign and the attachments of the contracts in order to make them ready to the professional business life,
- To inform of the interior architects carried out as a professional in the private or public sector on their legal rights and liabilities.

1.1.2. Method

The literature investigations and examinations from the different libraries and bodies were ranked in this study by using the analysis method.

The beginning of the study was started from the constitution of the construct consisted of some stages such as the problem definition and the describing the expected targets for the contents. In the construct stage, the general information on the structure of the construction sector in Turkey and the World were provided in the first instance, and then the basic principles to constitute the content were designated by examining the problems encountered by the interior architects in Turkey and the coping ways of them.

An endeavour was made to examine the alternatives and solutions of Turkey and developed countries on these matters in order to produce some alternative solutions to these problems. An observation was also made on how the socio-cultural differences affects to the experienced problems and its solutions.

The study design of the predetermined construct-frame was developed in line with the information acquired as a result of the examination of the various sources. The study has been developed considering the differences among the sources and the business lives of the interior architects in the public sector and especially private sector by means of the analysis method.

Within the acquired sources and the analysis method during the study period, a detailed examination of the problems of the interior architects continued to their professional lives in Turkey has been come into question. In this stage, the conclusions resulted from the various sources were compared, so an endeavour made on whether the natural and legal persons, who educated for the construction sector and performed an application for construction sector in Turkey, were encountered the different problems differed from those ranked in the published sources of the libraries, or not.

In the studying period, some benefits were made from the domestic and foreign professional publications, the applicable laws in Turkey and the law books included some explanations and interpret of these.

Accordingly, the information on the preparation techniques of the contract and specification for the subjects of the project associated with the interior architecture were included in a large scale. As a result of the examinations made on the domestic and foreign publications, the subject were discussed by means of the supporting with the examples and adjudications also in terms of the professional relationship triangle among the employer, designer and subcontractor.

CHAPTER 2

THE RELATIONSHIP BETWEEN CONSTRUCTION INDUSTRY AND INTERIOR ARCHITECTURE

People have some basic needs to survive. One of the most important of these needs is the housing need. Construction sector has been emerged in order to satisfy this need.

This need is satisfied by construction sector by means of “building houses” formed a part of construction works (Kanit, 2005, p.4).

The basis of the producing some prospering products in the construction sector are constituted by joint working of the employer, contractor and the subcontractor groups by checking the events of the human resources, time and budget in a finely manner.

The concepts of the:

- Time
- Money
- Material
- Equipment
- Human (client, contractor, subcontractor)

should be examined and well-matched to be able to manage a construction project.

The time is a price possession of no return. In the case of having a trouble in the human relations within a construction project, some situations can be appeared

such as unqualified or defective manufacturing. As a result, some troubles may occur with the employer on the cash flow and providing continually of the project. Accordingly, the project can be delayed and this situation can cause to additional costs for the contractor. Due to this reason, to be able to maintain the project unless separating the concepts mentioned above will produce the successful results. This subject will be discussed in detail in the next chapters of the thesis.

The forms of the concluding contracts of the indoor designing were mentioned predominantly within the scope of this thesis.

The social and economic transformations appeared in tandem with the industrialization period and an increasing on the rate of urbanization and immigration to the cities has raised the importance of the house construction in Turkey. However, to meet the house demand in the uncontrolled ways and to make profit in the house construction have become a single target by this situation which appeared unless finding an opportunity to the planned house construction in a proper manner. The unplanned and unqualified house constructions have become widespread in the cities (Kanit, 2005).

In order to prevent unfavourable housing; some legal regulations should be made in Turkey on coordination among occupational groups such as landscape designing, architecture, interior architecture, residential and non residential space design, urban planning as it is in developed countries.

In the case that construction sector which is described as a biggest sector generated investment goods throughout the World is discussed in terms of Turkey; the results are attracting our attention, of which are resulting from uncontrolled approaches and similar matters compared with developed countries (Kanit, 2005, p.3).

Even though the history of interior architecture, which is one of these sectors, has been coming from 1950s; it was appeared later despite of need as a result of developments in construction sector in our country (Piotrowski, 1989, p.4-8).

Interior architecture are developing increasingly and becoming rapidly raise in value in company with awareness on that aesthetic, ergonomic and functional designs bring comforts and facileness to daily life.

But, the construction buildings in Turkey are designing not from designers, that buildings are designings from different profession groups.

In Turkey; extreme competition environment in construction sector had brought about negative results on the structure of contractor. This situation had caused to reducing in construction quality and also caused that experienced and professional contractors as well as inexperienced and unconscious contractors had taken place in construction sector (Uyaroğlu, 2008, p. 14).

In Turkey; house construction works more than 50% are performed by contractors, who are not educated in a professional manner and who are unrecorded and inexperienced, unless employing technicians. These houses, which were built by these persons who can characterize as unqualified personnel, face the risk of heavy damage during a probable natural disaster because of uncontrolled construction. Similar applications are still continuing in small settlement areas and rural areas (Uyaroğlu, 2008, p. 14).

‘In our country; a part of buildings made by government are used by making frequently restoration because of some problems occurred in these buildings by reason of the fact that mentioned buildings had completed in an uncontrolled manner unless observing contracts and technical specifications which are annexes of the contracts’ (Uyaroğlu, 2008, p.15).

However, the construction sector in Turkey has been getting some big projects at home and also abroad, and delivering these projects by completing successfully in the recent twenty years (Uyaroğlu, 2008, p.15). Miscellaneous negligence cause to results coming together with unprofessional configuration that construction sector had experienced in the past (Uyaroğlu, 2008, p.145).

The essential reasons of this problem are;

Underdeveloped building culture, unfair competition in construction sector, laws that are not enforced sufficiently and correctly, legal gaps and inadequate laws, economical weakness, lack of education, business ethics and professional understanding of ethics are the first countable problems (Uyaroğlu, 2008, p.15). In addition, the fact that the capital amounts that can be activate the entrepreneurs and investors in Turkey is a small amount can be deemed as a factor (Tekeli, 2011, p.95).

If it is necessary to discuss these reasons; it will be suitable to discuss underdeveloped building culture and lack of education previously.

In developed countries; it is observed that all kinds of services for people as essentially construction sector are furnished by technical staff educated professionally, specialists and professional members. Building sector completes the process of producing by using man power, various materials and technology together. Today, ascending practise with developing technology and designing possibilities are bringing forth the demands to be more qualified. The only way to prevent complications which may occur from these demands is to re-shapen the commitment market (Kanıt, 2005, p7-8). However; it is also a common knowledge that the great majority of users are endemically tending to build unqualified and unplanned houses which are not conformed to construction

technique by reason of uncontrolled building licence, lack of technical information, cause of inexperienced people, lack of skill lack of education and economic difficulties (Uyaroğlu, 2008, p.21- 22).

As a consequence of these, some of the individuals educated in a professional manner cannot reach to desired levels in the construction sector. The reason is that the self-educated persons in the sector are employed with lesser wages instead of the persons educated for the construction sector in a professional manner. This situation was noticed as a result of some observations.

The other side of the medallion is the fact that scientific and technical data are not considered at a sufficient level when it comes to the economical values. It is possible to come across with those who even think that expenses for project and critiques are needless.

The interior architecture sector is also among those feeling uncomfortable about the situation. Some project works are given to some newly graduated interior architects beginning to business life by the employers who are inexperienced or unconscious in a professional manner. However, interior architects could not get in return for their works. Even the aforesaid persons interfere to the designs of the interior architect, so the product cannot reach to the desired level.

The fact that interior architecture can come into its own place and take its role being meaningful on developing life quality and civilization level and on appearing aesthetic, ergonomic and functional designs will solely be possible by means of legal regulations to be made by government and awareness to subcontractor and client.

2.1. A Brief Historical Background of Construction Industry

Great powers in the past were proved their civilization levels especially by their works in construction sector. For example, “Pyramids” of ancient Egypt, “Hanging gardens” of Babylon, “Great wall” of China, “Taj mahal” of India, “mosques” of Ottoman, “Skyscrapers” of United States of America were the symbols of the countries built them. We see that the first legal rules about construction sector on B.C. 1728- 1688. This legal rules from Babylon Emparior Hammurabi rules. This is an example of this rules: “ if a constructor builds a house for a person, and if construction is not durable, and if house demolishes and if owner dies; constructor is killed” (Article: 229)’ şeklindeki maddesinden anlamak mümkündür (Uyaroğlu, 2008, p.16).

In post ages, humans, states and systems changed, developed and have some different kinds in eachother. Cause of this situation, on 19. and 20.th centuries in USA, the construction sector had big development and in Europe, there is a big construction technology sector time started (Uyaroğlu, 2008, p.16).

While construction technology has been experiencing a development period as professionally and systematically in Europe and United States of America; Turkish architecture had experienced a development period that come from more behind. The period made more progress of Turkish Architecture was Ottoman Period. However, in development and modernization period begun together with proclamation of the republic; a big development has been experienced in Turkish Architecture in company with invitation of many architects from abroad. These developments are associated that Turkey allocates the more resources for the urban structure and thus making the big projects applicable (Tekeli, 2011, p.95).

Mimar Sinan lived in 16th century in Ottoman Empire and gave a special function alone to his age (Turani, 2003, p. 404).

‘Sinan had lived approximately 100 years. In his long life; he had built 81 mosques, 50 small mosques, 55 medresas, 7 Koran schools, 19 mausoleums, 17 hospices, 3 hospitals, 7 or 9 aqueducts, 8 bridges, 17 caravanserais, 32 palaces, 6 storehouses, 33 public baths variable from many sources’(Turani, 2003, p. 404).

In the Turkish Architecture developed from past up today; there exists a need for generating different designs to increase life quality in parallel with developing technology in the future of construction sector as a indicator of development level.

2.1.1.The Nature of Building Industry

Solely legal regulation for construction sector development is in appropriate. Construction sector should be improved itself on some subjects such as structure of personnel and organization, site management and equipment as well as legal regulations. To be able to provide this development systematically in terms of the economic, work force and using the materials in a proper manner in the site is possible through the management system of the site takes a successful role.

‘Management is a social exercise, part art and part science, involving the organisation of a number of individuals in order to achieve a common purpose’ (Calvert, 1986, p. Introduction-1).

Today; it is necessary for carrying out works properly to be done works professionally by each employee and to be prepared a business plan suitable for properties of works to be done in sites. This business plan should be made by helping additional business plans on which part of the work will be done on which dates, on which construction material will be supplied, on which payment terms will be implied and also how many person will be employed in site as of periods.

On the other hand; in order to increase capacity of working and to make business continuity of employees in site and provide sustainability of this productivity; some methods should be developed in the way of description under the title of social factors numbered 2.2.2, and also professional assistance should be provided.

In a site; security of life and insurance are also important cases that must be discussed separately. This matter is discussed comprehensively under the later titles.

The meaning of the making business for the construction companies is like the companies in other sectors. The construction sector has been developing rapidly. The new construction companies enter the sector as the day goes on because of the excess profits that may earn. However, Turkey has also scarce resources just as in the whole developing countries. Concordantly, the gradually decreasing in the investment amounts regarding the construction sector makes the subsisting of the company more difficult and even it makes impossible. The companies must constitute an approach gathering the professional experiences with the modern management techniques in order that the companies carry out under the present conditions that become difficult gradually (Kanit, 2005, p.7).

‘The various skills embodied by the institutions grow increasingly specialized and institutions proliferate. Before considering the impact of so many professions, it is worthwhile considering the concept of professionalism’ (Clough, 1986).

Construction companies, which must have a professional approach that can be valid throughout the World, should closely follow the developing and modernizing technology in order to move with the times.

Contractors in construction sector were also organized according to activity branches against negative results of the competition environment among contractors. These can be discussed under the titles of general contractor- ship, design and construction contractor - ship and management contractor - ship (Kanit, 2005, p.9).

‘General contractor - ship: In this system; employer prepares all plans and specifications pertained to project, project is given out by contract and construction works are carried out by a single general contractor in compliance with provisions of construction contract’ (Kanit, 2005, p.9).

The contracting for the designing and manufacturing: it is a contracting system which the employer prefers a single contractor who is responsible from the designing and manufacturing the project and thus, the tender process is performed before the designing process. The contractor company can designate the technology conformed to the design, and have an opportunity to steer the sources into the project in a most efficient manner (Kanit, 2005, p.10).

The contracting for the management: it is a contracting and controlling system which a professional contractor undertakes the fulfilling the expectations of the employer for the costs, quality and time (Kanit, 2005, p.10).

Design and construction contractor – ship is too close system to interior architecture profession. If the financial matter and articles of the contract are assessed and discussed properly by employer and contractor; it is a system that can be obtained successful results in terms of work.

2.1.2. The Nature of the Projects and Project Management

‘Project management can be describes as sum of works and actions set for reaching an aim’(Albayrak, 2005, p.10).

‘A number of significantly different areas of management concern can be identified in construction management. These management areas can be identified as: 1) project mission management, 2) project management, 3) field management’ (Halpin, 1980, p.11-14).

The aim of the project management is to suggest that the better performances will be provided in the future by learning from the present conditions in the working area. The essential weaknesses underlying the fails must be removed in order to fulfil this aim. These weaknesses are the lack of the primary elements of the achievement or the lack of discipline that is necessary for making the proper decides in a timely manner (Albayrak, 2005).

The construction projects for the interior architecture can be divided into two groups as residential and non-residential.

‘Residential interior design is for the private living quarters of individuals or individual families. Hotels, school dormitories and many kind of institutions can be defined as residential, but are not included under the classification of residential interior designer. The relationship between client and designer is therefore different and less personal’ (Piotrowski, 1989, p. 107-115).

To develop the relationship between the interior architect and the client in a positive manner is most important especially in the residential works containing the spaces of the private life, detached houses and the apartments. An interior architect meets the requirements of a client in a manner of the transforming into a design concept that the client can live, by having an empathy with the client. The skill of the communication with the clients and subcontractors is very important for a residential interior designer. An interior architect must develop his/her design on the requests, life styles, desires and aesthetical approaches of the

clients. A residential job, which is successful for the client and which is profitable for the designer, must provide the conditions of a successful negotiation with the client, an adjustment for the program and budget, the design concept developing and obtaining client's approval of that concept, making estimates, supervising and installing. A designer must be aware of the self shortcomings and technical deficiencies, and must also make an effort to remove these shortcomings. The designer must focus on a certain or similar subjects for this. Nobody have to know the subject (Piotrowski, 1989, p. 107-115).

‘Nonresidential-Commercial work includes all areas of concern to the business world, institutions and government-public spaces, hotels, motels, offices, banks, hospitals, schools, factories, museums, galleries, movies, restaurants, night clubs and etc. Projects are usually larger in size than the residential designer’ (Piotrowski, 1989, p. 107-115).

A design company making non-residential works must constitute a well-organized working programme consisting of the logical stages. In order to carry out this programme, the architectural drawings, specifications for the construction, electrical and ventilating schemas, the specifications for the subcontractors, materials and similar works must be coordinated in a proper manner. In order to achieve, an organized working together with the clients and subcontractors by controlling each stage will be useful (Piotrowski, 1989, p. 107-115).

Projecting a building on paper materialized in five stages. These are respectively, concept project, preliminary project, real project, application project and detail project (Hasol, 2005, p.379). The detail information on the properties of these projects is enclosed to the thesis.

In order to make a project and to reach application period and to sustain afterwards; it is previously necessary to work with an experienced (if it is

possible) project manager who has leadership properties and who can provide and control workflow by assigning proper team within a plan.

‘The difference of a manager from an entrepreneur is the fact that a manager works for the others not on its behalf and does not affected from the profit or loss. However, the results of the activities under his/her management illustrate his/her success or failure’ (Karalar, 2007, p.13).

An entrepreneur is a person who offers the goods or services in the areas of the invention and innovation in order to meet others’ requirements and aims to gain profit from these activities (Karalar, 2007, p.13). In the present case, the working entrepreneurs together with a manager will be good taste in order to make proper decides for the project.

A project manager is an important key person in the site because of his/her duties such as carrying out collectively the activities of the planning, organization and controlling which he/she is responsible within the executing process of a project (Hendrickson, 1989, p. 43- 46).

‘The project management approach indicated above represents a significant step in project team development toward the fully integrated and autonomous project team’ (Austin & Neale, 1984, Chapter 2, p. 5-45).

‘Project management could be defined as the total amount of Works and actions towards achieving an aim’ (Albayrak, 2005).

‘A basic problem of construction management, however, arises out of the physical separation of the field work site from the head office and the need to establish effective interaction between head office and field operations. The field managers of the organizational components together with the full-time resident project manager comprise the field project decision team’ (Austin & Neale, 1984, Chapter 2, p. 5-45).

Project manager should know the techniques of the project management in order to be successful on project management. As being in many businesses; the way of

being successful on project management is passing from assessing and performing techniques properly (Albayrak, 2005, p.67).

‘The main objectives of the project management team should include:

- the production of construction works which satisfy the client’s functional requirements;
- the completion of the project within specified cost limits;
- the completion of the project within specified time-limits;
- construction to specified standards;
- the preservation of the health and safety of the people involved’. (Austen & Neale, 1984).

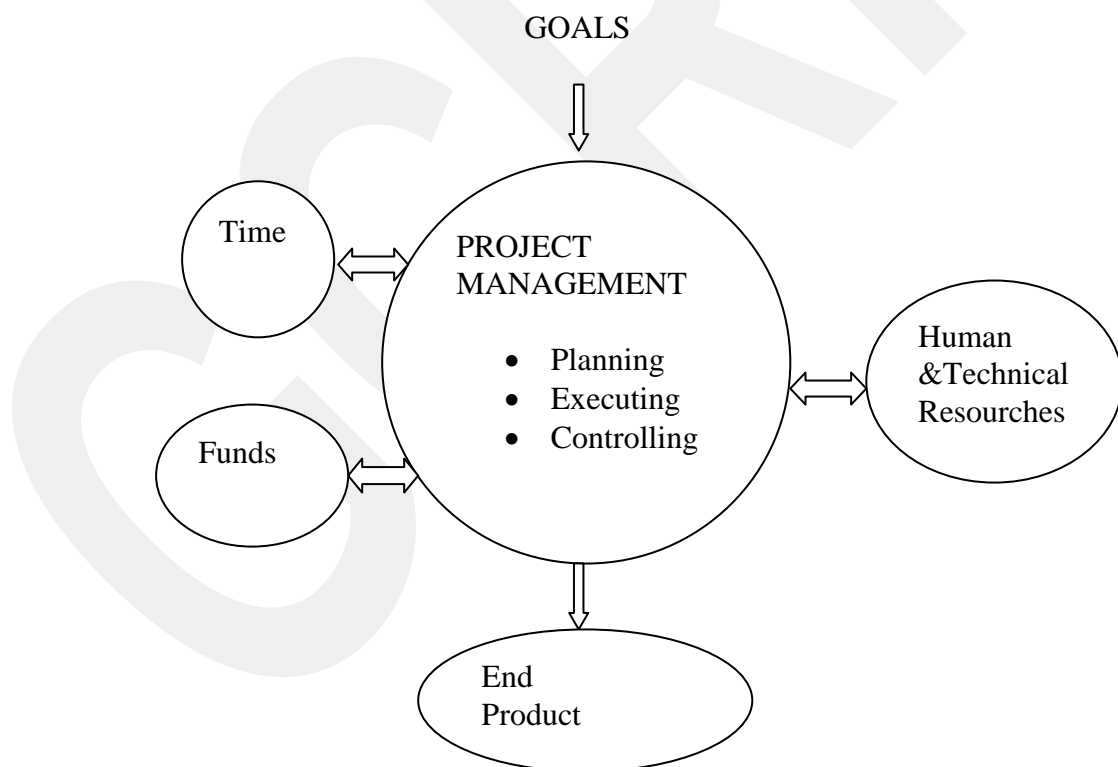
As it is seen from the explanations mentioned above, the project management is a different event. A project manager must have a broad scanning ability. Accordingly, a project manager must have a knowledge on the establishing a management and a system, and must have an ability and experience of the management. To manage a successful project is impossible without having these properties. Otherwise, the time, energy and money would be wasted. Owing to the reasons mentioned above, the management experiences, performance assessment and the results of the psychological tests and efforts for the self-developing of a project manager must be considered when it comes to designate a project manager (Albayrak, 2005).

A project manager should have a good command of the qualifications for the documents, the information on who signed the documents and the responsibilities having a signature under the documents. What kinds of problems having the contractual parties should be known by a project manager and also he/she can produce some solutions for these problems. Some meeting activities should be conducted in the site in a periodical manner, and thus the workflow and coordination must be balanced. A project manager must keep the financial statement of the company under the controlling, adjust the wages of the employees according to their job positions and evaluate the inputs and outcomes

in a proper manner. The workflow records should be kept by a project manager (Austen & Neale, 1984, p.136)

A project and construct manager must properly control the employees' activities and must properly arrange the functions, priorities, final decisions, requirements and its relations with the administration of the construct. A site manager must firstly be a good leader skilled in the team spirit for a successful project. The necessary organization during the application of a construction project must be conducted by a site manager (Hendrickson, 1989, p.43-46).

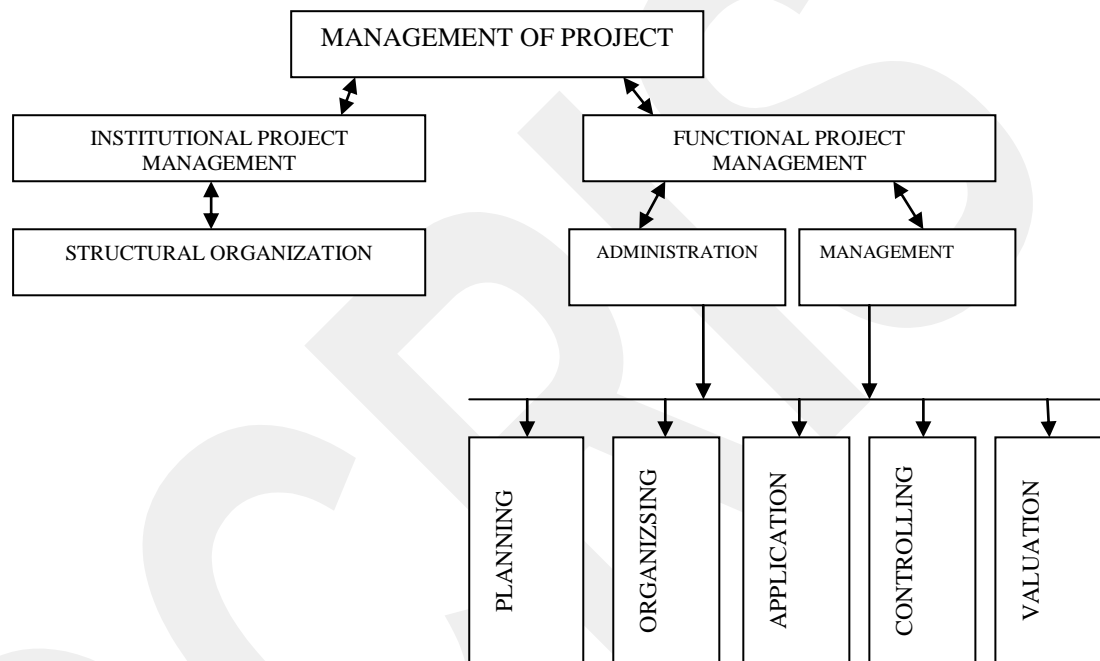
Table-2.1. The Elements of Project Management (Austen & Neale, 1984, p.1)



‘Project management is necessary for a more successful management process because of the fact that project management is organizational and functional. Organizational management covers structural management tasks, and

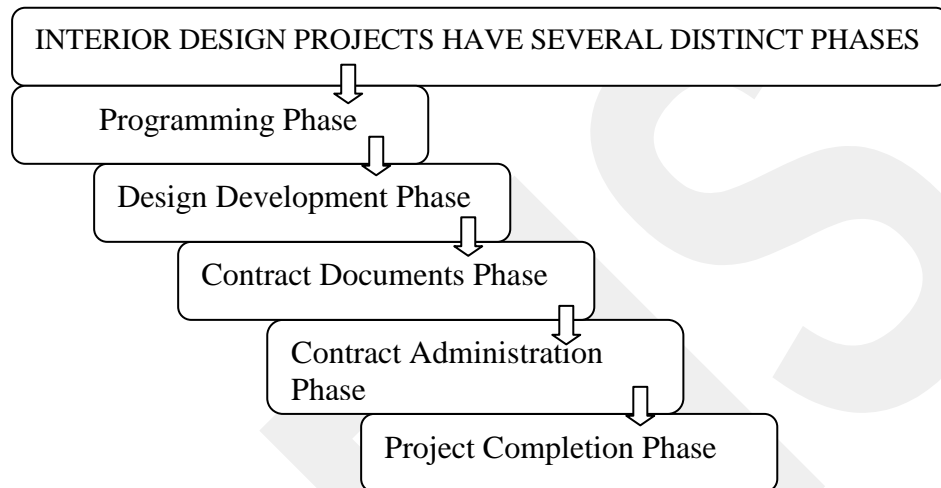
functional management covers management tasks (planning, organizing, application, control and assessment)’ (Albayrak, 2005, p.10).

Table 2.2. Project Management (Albayrak, 2005)



‘Interior design projects have several distinct phases. Though some firms may use slightly different terms for these phases a design project generally consists of the programming phase, the schematic design phase, design development, the contract documents phase, the construction administration phase and the project completion stage’ (Piotrowski, 1989, p.291-306).

Table 2.3. Interior Design Projects Have Several Distinct Phases (Piotrowski, 1989, p.291-306).



In order to properly manage a project; there exists a need to project manager. Project manager should have some qualifications in order to successfully manage a project.

A period that all information can be easily recorded is experienced nowadays. This situation facilitates the communication between the employer (client) and designer, and accelerates the process of the preparing the reports, contracts and specifications associated with the site.

There are three essential responsibilities of a client within the contractual period. These are;

1. To make sure that the work meets the conditions of the contract by following the developments,
2. To designate a process calendar in order to provide a timely completion for the work,

3. To make progress payment to the contractor according to the percentage of the completion.

(Piotrowski, 1994, Chapter 10 p. 131-133, Frein, 1980, Chapter 17, p. 339-353).

‘Project Management comprises the planning of the construction effort and the organizing, monitoring and management of the resource flows that support the construction effort. Project management includes the scheduling, buying, procurement and mobilizing of all the resources needed to initiate and maintain the construction effort. It is also concerned with monitoring of project status and progress, the preparation of progress payment claims, and the management of the cash flow needed to construct the project. Field-oriented construction management is concerned with the manipulation of resources at the field level so that the orderly and effective implementation of the construction plan can be achieved. Field management focuses on the technical details of construction methods and operations, on equipment capabilities. It is concerned with the planning, scheduling, mobilization and directing of the construction activity in terms of crews, available equipment, and materials

Project Mission oriented construction management is concerned with the setting up and management control of the specific organizational form of the construction process thought necessary to produce the desired products. It relates to the interaction and coordination of the efforts and responsibilities of the owner and consultant, contractor and contact administration agents’ (Halpin, 1980, chapter1, p. 11-14).

2.1.3. Project Budget and Risk Factors

A financial planning is the designating the management style of the company unless having the financial problems. The financial planning should be realized in a proper and realistic manner. The financial planning should be applied, followed and controlled within the project process.

For a financial planning, necessary money for the project application,

- When and where necessary finance could be provided
- When and where finance will be used

- What the optimum cash system is

questions must be answered preliminary in a clear manner'(Uyaroğlu, 2008, p.121).

There are some risks that may be resulted from faults of employer, interior architects or contractor in every stage of construction projects. These risks can be material damages as well as physical injury and death.

Risks with potential material damage can be usually determined as using inappropriate equipment or causing an accident while transporting the equipment, is in the way that the material wasted by using with outage or in a way of damaging the material as a result of the defaults that may arise from the material transportation.

However, employer originated risks which can cause material damage can be determined as economical loss due to exceeding the price set on the agreement signed by the client because of the reason that the expectations may become higher than the project's features and requirements at the beginning.

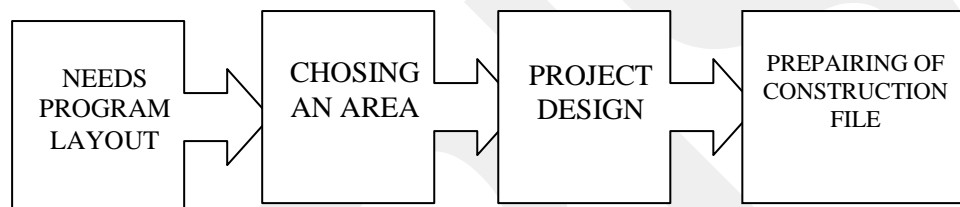
Further; risk that may be caused to material damage can be resulted from interior architect. There may be existed wrong assessment of project scope, calculating below or above the real value or error of design.

Material damage may also occur due to not paying employees' wages on time and accurately and this situation causes loss of both time and cash. In order to eliminate or decrease these losses to minimum risk management should be handled very well.

2.1.4. Business Efficiency

As for the importance of the psychology of people charged for building, the design and requirements of the project are also essential for working productivity.

Table-2.4. Building Design Stages (Uyaroğlu, 2008, p.28)



‘The Concept of Work Description: Work is explaining, every kind of operation for doing a task in it’s time’ (Albayrak, 2005, p. 105).

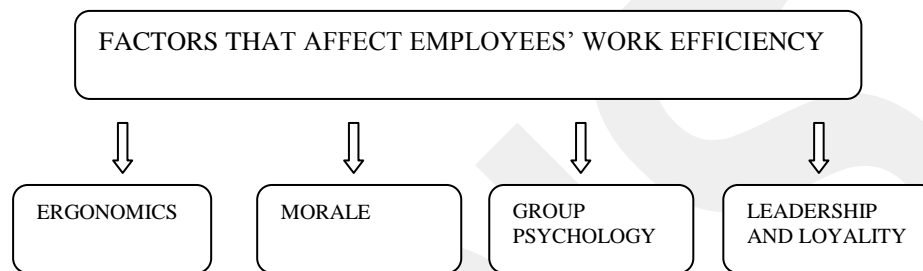
‘Before construction of every kind of building, some pre-organisations should have done. These organizations can be in 4 group.

1. Designing a needed program layout,
2. Buying an area or exploring of area’s or land’s suitability.
3. Project design of construction,
4. Preparing of construction (bid) file’(Uyaroğlu, 2008, p.28).

‘Planning procedures within construction organisation is very important. Many factors need to be considered including the size and organization of the construction and the scale, complexity of the projects in hand. Control areas which may be considered in construction essential are: the control of money, time and resources’ (Cooke & Williams, 1998, Chapter 6 p.193-199, Chapter 7 p. 224-230).

Another factor effecting productivity of work is the performance of personnel. Other factors that may be affected to performance of personnel and improved productivity are summarized from author below:

Table-2.5. Factors that affect employees' work efficiency (Calvert, 1990, Chapter 9, p. 123-153).



The subject of project designing that is one of the factors improved productivity of work was examined in detail under the title of “The Affecting Factors of Construction Industry”. Some cases such as points to take into consideration during project designing of a building and qualifications for a successful building are discussed under the title mentioned above.

Accordingly, also cases mentioned below are among the factors improved productivity of work.

Alignment of necessary materials in a site and moving styles according to places to be used, making location plan in details in order to provide workflow, making business plan in details in order to provide cost control, determination of service ways for handling in site and different entrance-exit doors, taking care of resting-lunch time and time for fun in order to motivate site personnel, fixing easily readable signs for occupational safety to suitable places in order to prevent occupational accidents, meeting necessary requirements in site such as water, electricity, telephone, radio telephone for accommodation (Uyanik, 2004, p.21-22).

Risks of accident would decrease at the construction sites working within the rules set above and flow of work will move faster. As a result of this, it is possible to make profit materially and on the perspective of time.

Due to low motivation and reduction of work productivity, it is eventually possible to observe a downfall on the total value of work and several technical interruptions on employers who cannot get economical provision of the amount of work they display.

2.2. The Affecting Factors of Construction Industry and Interior Architecture

Nowadays, the designing is a preliminary stage in order to fit the purpose of the construction. To use a trial-and-error-method, to benefit from the samples and the efforts such as launching the construction without thinking the future as it has been in old days are only observed in the shack type buildings or the constructions made in the rural areas. The deliberative contemporary constructors pay necessary attention to the designing in order to ensure the qualified constructions. The employers must preliminary designate an optimal architecture after investigating before setting to work and must obtain necessary information in detail on this subject and must also make an agreement for the works. Only an architecture services is not enough to complete the building. Various engineering services and interior architecture works in some building are necessary' (Uyaroğlu, 2008, p.32).

The fact that an uneducated person in the designing area can distinguish and recognise the complex structures in a space is a normal situation. However, their perception and apprehension skills on the patterns and connections between the aforesaid complex structures are inadequate. The basis of the interior

architectures' profession is based on the featuring or creating skills for the interpretive patterns in the complex designing groups. The distinguishing patterns is a skill that the interior architects, who pit one person against another and who must often design a proper and functional spaces by finding a way out among the indefinite designing approaches, must have certainly (Frederick, 2009, p.45).

In this situation, designing sector becomes crucial for the designing fact to form in the construction industry.

Recently, the scope of designing works is widened. The question of which qualifications are necessary for a successful building should be discussed (Uyaroğlu, 2008, p. 32).

‘These qualifications may be listed as mentioned below;

- Legal conformity
- Tenacity
- Serviceableness (fitting to intended use)
- Rationality
- Comeliness’(Uyaroğlu, 2008, p. 32).

The notion of “legal conformity” among those mentioned above is especially discussed in this study in terms of interior architecture.

‘When construction gets bigger and/or is considered important, expectations keeps getting bigger;

- Being healthy,
- Environment- friendly,
- Unproblematic,
- Contemporary,

- Qualified- comfortable,
for a building is also aimed.

These qualifications should be clarified in order to protect and accommodate project designing sufficiently by equalizing' (Uyaroğlu, 2008, p. 32-33).

Besides cases mentioned above;

- Human Factor,
- Social Factors,
- Economical Factors,
- Legal Factors

are also among need-to-emphasis subjects by reason of the fact that these are related directly to construction industry.

The notion of “legal factors” composed of main theme of the thesis was discussed in detail on further chapters.

2.2.1. Human Factors

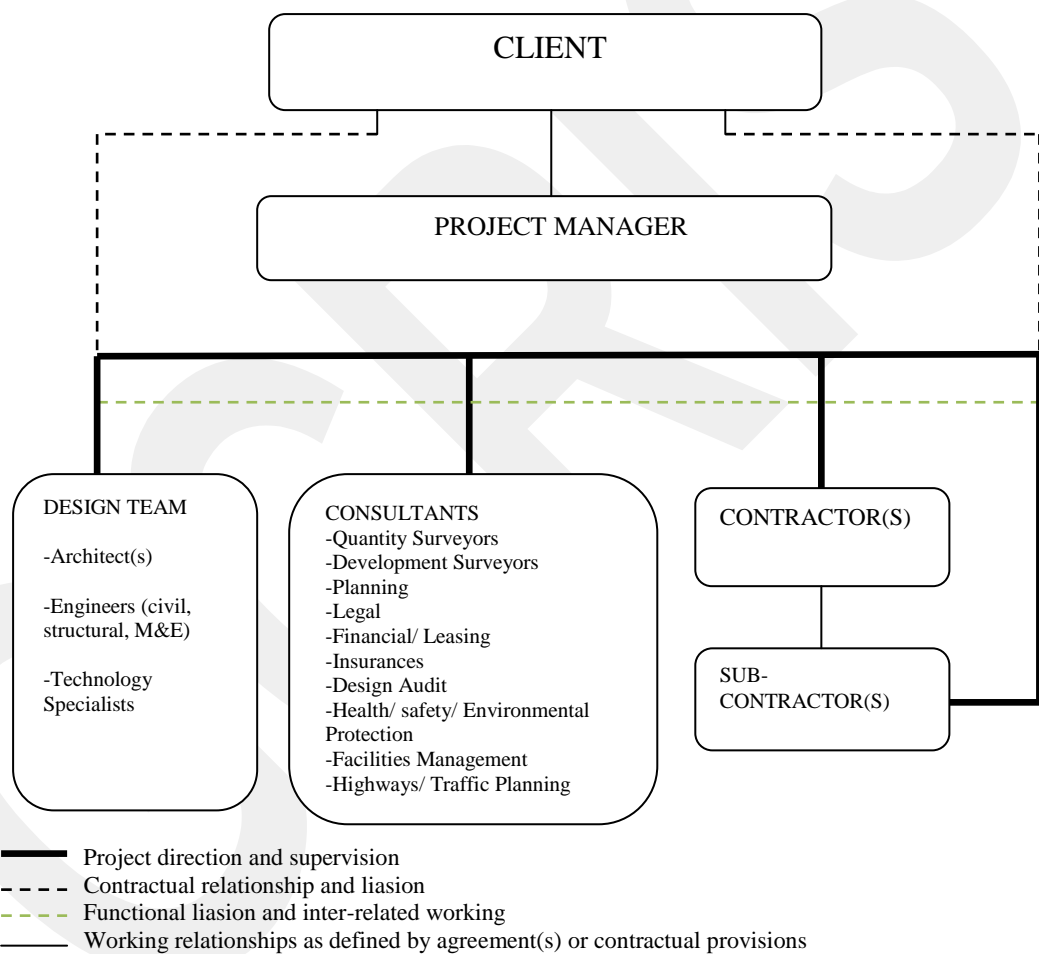
For working well in a construction site, human factor and necessities of constructing time should known and examined well.

There are 3 group of human kinds in a construction site. These are;

- * Employer/ Client
- * Designer and Construction Team
- * Subcontractor

To associate the links of the employer (client), designing team and subcontractors with the table stated below is possible. A project manager in this table can be a designer accordingly.

Table- 2.6. Project Management Organisation Structure (Fryer& Fryer, 1992, p.6)



2.2.1.1. Client/ User in Building Sector

Firstly communicating with client before preparing a project and taking into consideration of his/ her acclaims and needs is necessary. It is important that the

designer should prepare the project with true design language with this acclaims and needs, and around of construction. When designing the project, the designer should prepare a pre-project, analysis tables (circulation schemes, sun scheme).

A relationship should be established between the owner's demands and the place designer wishes to create but under the condition that the owner's demands do not suit certain basic designing criteria, the designer should try to convince the owner.

The client wants to designer that the designer understands the clients necessities and tastes and makes them a meaningful project with his/ her talent (Knackstedt, Haney, 1992, p.54).

Generally, a client requests a good design, a good project management, a widened service approach, a professional relationship with the clients and subcontractors from a designer. The designer must guide to the client in a clear manner (Franklin, 2000, p.9,10, 26, 27).

During the creation of design or constructing a building, determined the criteria set is considered by designer and employer, about this subject, client's opinions and needs is supposed to consider too.

A departure only from the requirements and inclinations of the client may result in some mistakes in terms of the designing and functionality of the product to appear when preparing the project.

Some deficiencies caused by the designer or the designer's team may occur in any stage of the construct project. The design errors that may arise from the lack of knowledge and that the designer does not have a good command of the project are the main problems. The employer (client) can suffer from this and similar

positions. Some laws enacted for protect the rights of the employers under these circumstances. The detailed information on this subject is at the chapter 3 and 4 in the thesis.

2.2.1.2. Designers and Construction Team

The interior architects who designing the project have a big responsibility on behalf of the “designing” in order to achieve a construction project. A designer must pay attention to some matters in order to achieve the project that the designer is obliged to realize the project in a faultless manner or with a least fault. The essential matters on this subject are to approach in a realistic manner when preparing the project, to have some responsibilities, to have a good command of the presentation techniques and to provide a good communication between the employer and subcontractor (Harris, McCaffer, 1989, p.10).

A designer can carry out the each stage of a construction project separately, but the establishing a team will be useful if the aforesaid project is very big and comprehensive. In the case of establishing the management system, which can be called as a “designing team”, the members of the team must adopt the “team spirit”. For being a successfull and more quality business and having the personel more efficent operation, the bussiness should give education to workers inside (Albayrak, 2005).

The other important thing is creativity for a successful management. Creativity has a relationship between true thinking and rational exposition abilities. For this reason, human resources management is a strategic point of all managements. Human resources management has some rules below (Albayrak, 2005).

- ‘To employ talented employee by choosing them selectively,

- To support employees' motivation to increase performance,
- To build up a system supporting and simplifying data Exchange
- To provide employees' contribution and participation
- To set the development of education and skills as a human resource policy
- To provide educational facilities which help employees deal with several jobs
- To support teamwork and cooperation
- To make measurements for result evaluation, comparison and guidance
- To improve a holistic point of view on the whole of the enterprise' (Albayrak, 2005, p.146).

The most important point like the paragraphs before this paragraph to become successful in the construction industry is to set up the right team and to work in coordination. For this reason, before starting a new project in construction site, the partners of the team should be chosen correctly. For a successful teamwork, it is essential for the features of the construction team's individuals' such as consistency to the work, sufficiency, responsibility and reliability, practicibility to be considered at the stage of being employed.

'Technical staff members working in the construction site can be classified as the following:

Project manager, deputy project managers, departmental (secondary construction site) manager, floor managers (managers in charge), resident engineers, architects, overlookers (assistant technical staff members), supervisor and master builders, craftsmen, drivers and operators... etc., manual workers, apprentices.

Also, there may be construction site staff such as administrative personnel of all degrees, other staff and servants, depending on the size of the construction site.

For personel of all degrees, character, good health, intelligence, skills and talent, diligence are the features which shall be considered.'(Uyaroğlu, 2008, p.131-132).

Regardless of having how a big team, the works carried out by the designer or the designing team can be limped in the some cases. The essential situation on this matter is the fact that the employer alias the client does not pay the contract price or delays to the designer. The designer or designer group, which cannot collect the payables from the employer at the date stated in the contract or its attachments, cannot pay to the subcontractor, and then the subcontractor company is forced to suspend or slowdown the works. In the case of a slowdown or a delay, the work can complete at a further date than one predetermined in the contract. As a result of these, the designer or the designer group can suffer from these. It is possible to prolong the chain of negative events mentioned above. The only way of preventing this and similar situation passes from the preparing terms and conditions of the contracts and specifications in a proper manner. The detailed information on this subject is at the chapter 3 and 4 in the thesis.

There are also contractors to ensure the cash flow in company with the designers in the construction projects. The constructors can be a professional constructor or a designer as well as the persons who having a low level education but who reached to a certain level by self- developing.

In building projects, there are some contractors directing the job and doing the flow of the money as with the designers also. The contractors could be designers or professional builder, also could be th person who has developed him/herself in building sector and not high educated reached some level in this business sector. This person are whatever the education level, manages the works with their experiences. They takes advices from professionals and gives job to every kind of construction worker and professionals and pays the money to workers in his/ her construction like on their contracts.

‘Design projects involving structural work will necessitate the use of one or more construction contractors. General contractors are contractors that hold

license that allows them to contract and supervise all phases of a construction project. General contractors hire subcontractors to do specialized work such as concrete work, plumbing, electrical, heating, ventilating, air conditioning, painting, roofing, ceramic tile application, carpet installation, landscaping, furnishing and etc. for construction and finishing of the building' (Piotrowski, 1989, Chapter 22, p.307-313).

2.2.1.3. Subcontractor

'When the main contractor is appointed by the client according to the Standard approach described earlier, he assumes total responsibility for the construction works. As he usually cannot undertake the complete work with his own labour, he will need subcontractors. The installation of plumbing and electrical services are examples of work often done by subcontractors' (Austen & Neale, 1984, p. 70).

The subcontractors are the designers or the natural or legal persons who works as independent from the company. The subcontractors are obliged to fulfil the work against a fee.

'There are two main procedures for appointing subcontractors- first, for those appointed directly by the main contractor without the involvement of the client before or after the main contractor is selected. In both cases the main contractor is responsible for the ordering, and for the satisfactory completion, of the work by the subcontractor' (Austen & Neale, 1984, p. 70).

'Irrespective of which procedure is used for appointing a subcontractor, it is always the task of the main contractor to place the formal contract. There are separate standard forms of contract for nominated or non-nominated subcontractors. The client's nomination of subcontractor implies an instruction to the main contractor to make a formal contract with the subcontractor. As the main contractor is not responsible for design work carried out by the subcontractor, a special agreement between the client and the nominated subcontractor may be need. The main contractor is usually responsible for paying all subcontractors, including those nominated by the client. The same principles as were outlined earlier for contractors in general could be applied to the payment of subcontractors' (Austen & Neale, 1984, p. 70-71).

2.2.2. Social Factors

It is essential to provide success of the works both materially and for the personnel working in the construction site. For this reason, social links with anyone related with the work in the construction site should be conducted in a balance.

Before starting a project on a site, manager should chose experienced subcontractor teams and designers. And so, the work will be more quality (Uyanık, 2004, p.18).

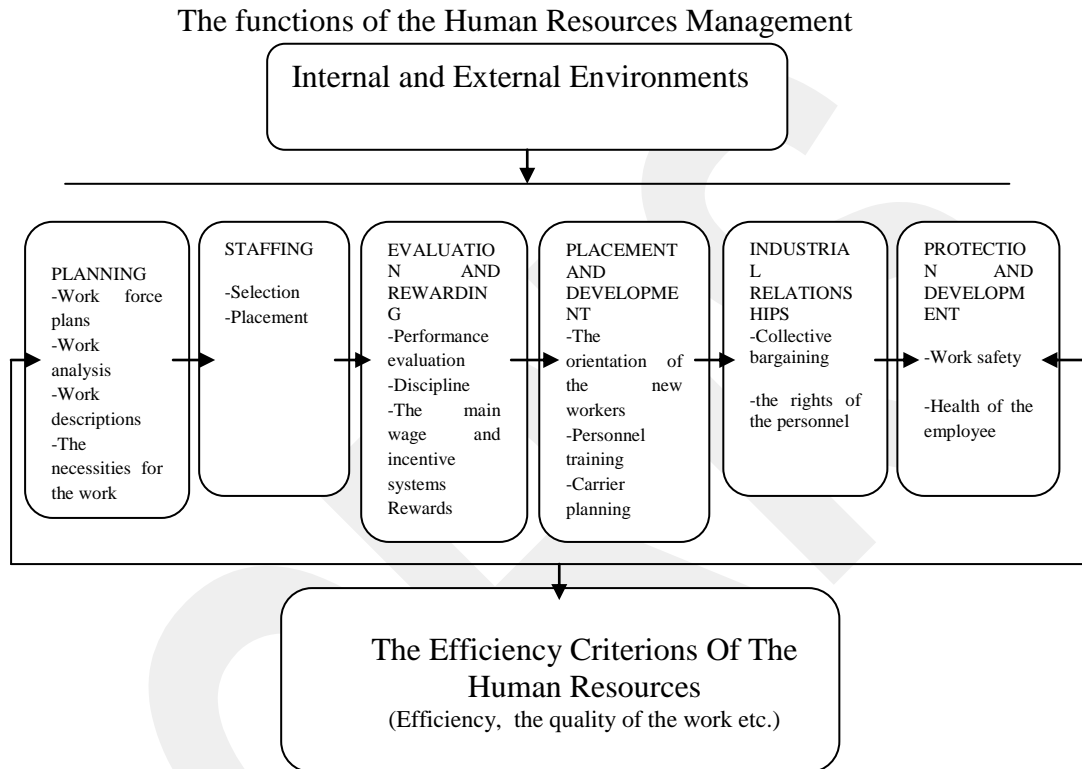
If this subject is not handled carefully, the employees' non-diciplined behaviours and completing the work not in accordance with the rules set before may cause economical loss as well as loss related with health.

Besides, it is necessary to be fair on personel's wages system, to reward the personel when needed and to develop a fair spreadover (Uyanık, 2004, p.18-19).

It should be known that the employee can cause more damage than benefit due to anxiety both physically and mentally caused by overtime working and it is more logical to have the employees working on a shift base (Uyanık, 2004, p.18-19).

Besides, providing security in the workplace, work to elimiante factors that may cause an accident, prevent occupational accidents both human health and construction site in tremns of financial interests is very important. There are unnecessary for workers to unexecuted from work can be done with machines (Uyanık, 2004, p.18-19). Detailed information about this topic is on the table of 2.7. on page 37.

Table 2.7. The functions of the Human Resources Management (Geylan, 2007, p.154).



2.2.3. Economic Factors

The resource matters that must be considered during the application of the project are (1) the money, (2) the machines to use in the site, (3) the material costs and (4) the work force. The money is one of the most important resource matters. To progress into construction stage of the project or to develop the construction is impossible in case of having no money. Thus, how and where the cash flow will be provided must be clear (Halpin & Woodhead, 1990, Chapter 7, p. 113-124).

Each construction site should discover its lost resources in means of experience, technical know-how and organization if possible within its limits. The more lost resources are reduced, the more economy will be provided in the construction site.

Some of the resources which can be controlled and things to be done to provide this are stated below:

1. Materials related to the determination of the lost resources and measures should be taken to eliminate.
2. Determination of the lost resources for facilities and research should be done to eliminate.
2. Cause disturbances in the administration of the lost sources examined, errors should be minimized.
3. Losses caused by the lack of research on sources of technical information should be determined, if necessary, they should make use of knowledge and experience of staff.
(Uyanık, 2004, p.20-21).

‘Funds must be made available not only for actual construction but also for the payment of the managers, designers, specialists and other staff. The time schedule will provide the first indication of when funds should be made available it is clear that how much money should be made available at the different project stages’ (Barrie & Paulson 1984, Chapter 5, p.78-93, Austen & Neale, 1984, p.12-19, 49-57, 74-105, Fryer, 1990, Chapter 8, p.115-129, 150-169).

2.2.4. Legal Factors

The matter come to mind firstly is union rights when saying legal rights. These subjects, that are most important especially for interior architects in terms of profession in construction sector, are detailed below.

The professional associations present the useful professional opportunities to their members such as the occupational trainings, national conferences, occupational magazines and the different occupational activities across the globe. Aforesaid associations are the chambers having a powerful structure developed by means of

the employees' skills. The local representatives begin to negotiate with the contractarian of the chamber's representative (Piotrowski, 1994, Chapter 1, p. 11-26, Halpin & Woodhead, 1990, Chapter 13, p. 237-248).

The other important topic is licensing and title acts when the legal factors are researched in construction industry. The Union of Chambers of Turkish Engineers and Architects has taken this task.

'Licensing, title acts, legal recognition, certification- all are topics important to the interior design profession. Today, the national and chapter organizations continue to fight for licensing.

Licensing and title acts are related because both require legislation and state control. Certification is a different way of saying that the individual practitioner meets certain stated qualifications and holds the authority from the state to sign stamp drawings and specifications as well as the title Certificated Interior Designer within his or her state' (Piotrowski, 1994, Chapter 1, p. 11-26, Halpin & Woodhead, 1990, Chapter 13, p. 237-248).

Another important factor within the scope of legal factors is contracts. In the case of a building contract to be signed between two parties; project of building should carefully be examined by both parties before signing project, and they should try to remove problems that may be faced after signing contract (Uyanık, 2004, p.5-6).

There are many general problems when application of contract. 'These are; delays on project delivery, delays on project approval, delays on paying money, new price disputes, work changes, different works except of contract, extra paying for extra works, time extension, attachment notebooks writing, dissolution and liquidation works, personel or subcontractors' necessities etc.' (Uyanık, 2004, p.7).

'Problems listed above, from the onset, the duration of the contract, taking into account is necessary correspondence. Letters, becomes party to the contract,

technical, and using a literary language, briefly describe the problem starts with the contract and its attachments to the relevant provisions are made based on the description of the problem and as a result of the request clearly marked' (Uyanık, 2004, p.7).

No time should be lost during exchange of letters between the parties. Letters should be exchanged until a result is reached. Late letters do not have any importance in means of law and spoken demands do not have validity on work to be done in the scope of the contract according to General Specifications on Construction Works (Uyanık, 2004, p.7).

According to the sources of the Piotrowski (1994) and Frein (1980), some employers and companies sign the contracts with the contractors in order to protect their selves from the inherent potential risks. The process of the work, responsibilities of the parties, progress payments and similar subjects are stated within the scope of these contracts. These contracts enable that the designers who are the members of the trade associations can easily obtain their rights in case of a probable dispute.

All manner of forms as an attachment of the contracts must be read and controlled by the designer before signing.

If a designer interior architect is an employer, he/she will have a right to see whether or not the liabilities in the contract are fulfilled. If a designer interior architect is a subcontractor, he/she must pay attention to whether or not the articles in the contract have compliance with the works that can be made by him.

Record of Negotiations and Schedules:

In the contract made with the subcontractor, all stages of the work must be explained clearly in company with the schemas and tables in the files prepared for the subcontractor.

Original Estimate and Schedule:

The crucial point is that the contractors and subcontractors obey to making process and cost schedule.

Various Contract Adjustment Clauses:

The necessary legal procedure should be initiated if an additional work will be necessary and this situation will lead to an increasing in the costs because of the fact that a client does not fulfil some liabilities.

(Piotrowski, 1994, Chapter 10 p. 131-133, Frein, 1980, Chapter 17, p. 339-353).

Changes and Changed Conditions:

‘Most owners will put a changes clause of some type in a contract. Owners generally write into this article time limitations and in some cases, a formula on percentage of contract adjustment that may be realized.

There is two types of situations:

- 1) Latent physical conditions at the site of the work which differ materially from these stated in the contract.
- 2) The clause deals with a condition at the work site, unusual natural conditions.

Watch carefully on any change order that the owner prepares to assure yourself that you are not “signing away the rights”. You can always type on an “exception” or a “provided that” above your signature and except any other claim that you might have for the same set of facts. If the contractor has fallen behind the schedule and has failed to submit a revised schedule and to notify the owner of the excusable causes that entitle him to a time extension but this requires the contractor to accelerate at his expense to keep up to schedule’(Piotrowski, 1994, Chapter 10 p. 131-133, Frein, 1980, Chapter 17, p. 339-353).

2.3. Scope of Services

‘The term analysis of scope of services has such importance that it should be posted prominently in every interior design office and planted firmly in the mind of every designer. There can not be a logical approach to making meaningful decisions as to accepting an assignment, the design concept, the fee or compensation base, and most importantly the contractual relationship without knowing what a client wants and/ or needs’ (Barrie & Paulson, 1984, Chapter 5, p.78-93, Austen & Neale, 1984, p.12-19, 49-57, 74-105, Fryer, 1990, Chapter 8, p.115-129, 150-169).

The scope of the interior architecture services is based on the expectations and inclinations of the client in an aesthetical way. An interior architect should have a good command of the requirements and spatial needs of the client. The interior architect should provide basic information to the client on the concept, budget and progress of the design. However, in the case that the material or design expectations of the client are not realistic matters, not to work with the aforesaid client will be a correct decision (Franklin, 2000, p.9, 10, 26, 27).

In order to provide a sound progress for the project to be applied by the designer, the procedures conformed to the project should be considered. The weekly or monthly meetings should also not be hindered in the application process of the project. Responsibilities also have to be clearly defined. The responsibility for handling sources, time, money and materials, distribution around the site and fixing them in position is the site manager’s domain; he/she is also responsible for loss or waste of these items. (Barrie & Paulson, 1984, Chapter 5, p.78-93, Austen & Neale, 1984, p.12-19, 49-57, 74-105, Fryer, 1990, Chapter 8, p.115-129, 150-169).

2.4. Construction Stage and Construction Environment

The application process of the project is generally a complex and formidable process. Therefore, an attention must be paid to the management functions, work organization charts, to use the the sources and materials in a proper manner, control of the work, to transmit the problems appeared during the controls, to determinate the shortcomings and the matters regarding the health and safety of the employees.

The time and cost control process is very important during the building period of a construction. The time and organization charts should be constituted for these controls. Accordingly, a systematic way should be followed on the matters that the subcontractors will be active and when and where the materials will be transported.

The fact that the organization systems, charts and plans is made in a realistic and flexible way that can also explain a complex situation will be useful in order to provide a systematic progress.

(Barrie & Paulson, 1984, Chapter 5, p.78-93, Austen & Neale, 1984, p12-19, 49-57, 74-105, Fryer, 1990, Chapter 8, p.115-129, 150-169).

2.5. Evaluation

In the second chapter of the thesis, some evaluations like project management, time, money, human has been made about the interior architecture and construction industry throughout the World and Turkey, and the history of the construction industry has been summed up in terms of Turkey and the World. The project management, directorate of the project, the matters increased the labour productivity in the site and the site in terms of the contractor, employer and

subcontractor team have been discussed. Accordingly, the legal, economical, humanistic and social factors that should be paid attention were also discussed. Thusly, the positions that may constitute a question mark in the mind of the reader were minimized by explaining the basic notions of the construction sector. It was aimed to prepare the reader, who elicited about the preparing, progressing and applying a project, to the matters in the future chapters of the thesis.

CHAPTER 3

CONTRACTING IN INTERIOR ARCHITECTURE

Aside from the planning on execution during any project executions regarding interior architecture, there is also need for specifications defining responsibilities, obligations, rights of parties of a project. Chapter 3 of the thesis will be on the properties of contracts and specifications for interior architecture. Also, there will be suggestions regarding which contract types will be better for interior architects that have just started working on private sector. Also, there will be some information regarding the interior architecture occupation.

‘A simple but accurate definition of a contract is ‘a promise or a set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes as a duty.’ A construction contract is a contract under which one party promises to furnish services and materials to build a structure or to improve real property for another party who promises to pay for the work performed’ (Piotrowski, 1994, Chapter 23, p.315-340, Frein, 1980, Chapter 5, p.48-55, Halpin & Woodhead, 1990, Chapter 4, p. 66-78).

‘In both practice and theory; contract is expressed some words such as “treaty”, “agreement” and “engagement”. Whatever it is said; there is no doubt on that these mean same matter.

According to article 1 of Law of Obligations; contract is a” mutually consent declaration made by two parties in a consentaneously manner”. However; it is clearly seen that this definition needs some explanations (Karataş, 2004 P.19).

As can be seen at the explanation above, there is a need for “two sides” in order to talk about a contract. Because there is a legal connection among persons in a contract. So contract occurs after parties declare wills. Parties may state their wills oral or in written (Karataş, 2004).

Contracts can be made for subjects such as construction of a building, a work of art, a statue, restoration and designing of a building as well as it can be signed between the parties for furnishing a service or delivering a good.

Such types of works done are described as “work” in Law of Obligations. Contracts interested to interior architects are in the “contract of work” classification.

In Code of Obligations article 355, contracts made in order to create an interior architectural or architectural work are called work contracts. In these contracts, on part has the obligation to finish the work, and the other has to pay for it (Gök, 2007. P. 22).

‘Interior architect, regarding interior architecture services, for all applications including repair applications defined in Planned Areas Type Building Bylaws published in Official Gazzette repeating no 18916 dated 2/11/1985, has to sign a contract with work owners or persons and/or groups that it will be sharing the work’s ownership with. This contract involves minimum conditions in contracts prepared by the trade association on scope of work, duration, phases, price and mutual rights’ (Turkish Engineer and Architect Associations Union Interior Architect Association Independent Interior Architecture Services Application, Registry and Occupational Monitoring Regulations, Ar. 13 b).

As defined in this article of the regulation, interior architects are obliged to sign a contract that covers the minimum conditions present in the contract prepared by interior architects association by contractors on all works involving interior architecture services.

In order to provide general information in the appendix of the thesis, information regarding articles that were taken from the TMMOB Interior Architects

Association Main Regulations defining the main service areas of interior architects.

‘Interior architects sign contracts regarding interior architecture services with legal entities, public legal entities, public offices and organizations on the work they will be performing’ (Turkish Engineer and Architect Associations Union Interior Architect Association Independent Interior Architecture Services Application, Registry and Occupational Monitoring Regulations, Ar. 4d).

3.1. Types of Contracts

The basic 6 elements of a construction contract are; bid form, agreement form, general conditions/ standard specifications, special provisions, plans and addenda.

The first part of a construction contract the proposal or bid form, the invitation for bids and the instructions to bidders. The bid form is the most important item in this first group from the contracting point of view; it is the main character for the contractor to enter into the contract is communicated.

Agreement form identifies the parties to the agreement, the date, the contract price, the basic commitment of the contractor for construction of described project with the specifications. They are the second part of a construction contract.

General conditions and standard specifications contains the general provisions which are sometimes called general conditions or standard specifications. They are the third part of a construction contract.

Special provisions or special conditions, also sometimes called technical conditions or technical specifications and they describes the fourth part of a construction contract.(Piotrowski, 1994, Chapter 23, p.315-340, Frein, 1980, Chapter 5, p.48-55, Halpin & Woodhead, 1990, Chapter 4, p. 66-78).

‘Cost Plus Contracts : Under cost-plus contracts, the contractor agrees to perform the specified work at his cost, plus an additional amount, known as the fee, to cover the contractor’s profit.

Cost plus Fixed Fee: This contract contemplates reimbursement to the contractor of his actual costs, but his compensation by way of profit is fixed at an agreed amount at the time of contracting. The fee is frequently determined by a percentage of the originally estimated cost, but it will not vary if actual costs subsequently do vary.

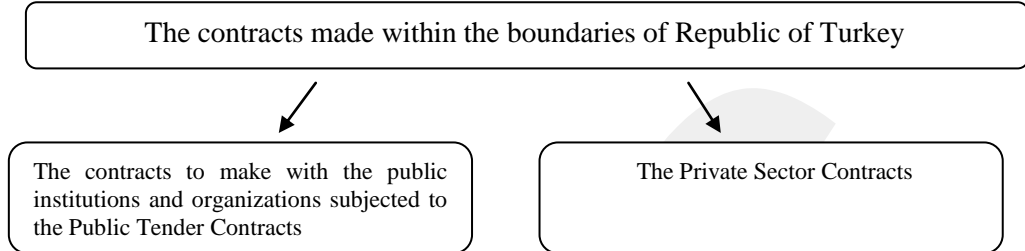
Cost plus Percentage of Cost: Here the contractor will be reimbursed for his actual cost and he will receive additional compensation measured by an agreed percentage of the actual costs. His fee will vary in proportion to the amount of the actual costs.

Cost plus Incentive Fee: Here the contractor receives reimbursement for actual costs plus compensation based on a special formula for sharing in actual costs over or under target costs’ (Piotrowski, 1994, Chapter 23, p.315-340, Frein, 1980, Chapter 5, p.48-55, Halpin & Woodhead, 1990, Chapter 4, p. 66-78).

Scope of work involves contract signed both by organizations subject to Public tender Law and contracts signed by private sector, so it has been evaluated in two different sections named “Public Tender Contracts” regarding contract works by organization and institutions subject to Public Tender Law and “Private Sector Contracts” regarding contract works by private sector.

Aside from those, “Private Sector Contracts” involve the arrangement and legal troubleshooting of contracts for works outside the borders of Turkish Republic.

Table. 3.1. The contracts made within the boundaries of Republic of Turkey



3.1.1. State Contractings

‘Public contracts are in general said to be subject to the same rules of law that apply to private contracts, there are many differences. For example, in a few states, a contractor having a contract with the state to build a public project is precluded by law under the doctrine of sovereign immunity from suing the state for breach of contract. Most states have waived their sovereign immunity in such cases, but special procedures or resorting to special courts may be necessary’ (Frein, 1980, p.50).

Public institutions and organizations are met their needs related with works of good, service and construction by means of procurements in Turkey.

Procedure and principles for procurement that must be observed by public institutions and organizations were designated in the Procurement Law numbered 4734 published in Official Gazette numbered 24648 and dated 22.01.2002.

‘Procurement means some transactions that completed by signing a contract following approval by authorised body after showing the leave of procurement on a body to be chosen among bidders’ (Article 4 of Public Procurement Law numbered 4734). (4734 Sayılı Kamu İhale Kanunu Madde:4, 2002).

Procedure and principles for preparing and application of contracts related with procurements made by public institutions and organizations subjected to

Procurement Law were designated in the Procurement Contracts Law numbered 4735 published in Official Gazette numbered 24648 and dated 22.01.2002.

'In order to provide effectiveness, inspection and association of procurements made according to Public Procurement Law; the contracts to be made under provisions of Public Procurement Contracts Law numbered 4735 were designated as three types according to procurement type and specifications of works. These types of contract are;

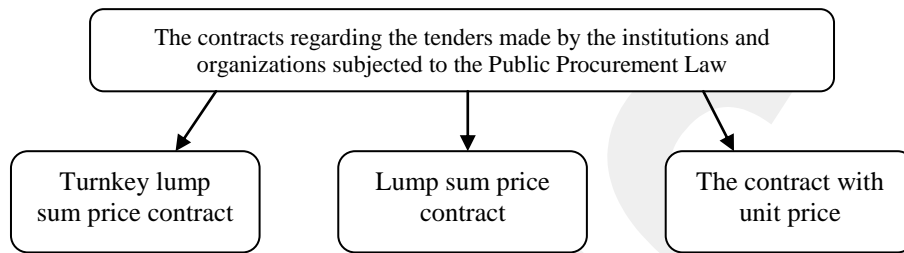
1- **The contract of turnkey lump sum price** means that contracts arranged on the lump sum price offered by bidders based on as-built projects and related site lists in construction works.

2- **The contract of Lump sum price** means that contracts arranged on total price offered by bidders for all works stated amount and details by administration in good or service procurement works.

3- **Unit price contract** means that contracts arranged on total price calculated as a result of multiplying quantity of each work item in the list prepared by administration with the price offered by bidders for mentioned work items based on pre or final projects and related site lists with unit price tariffs in construction works and also based on detailed specifications of the work in goods or service procurement works' (Kemer, 2004, p.72).

For example; in a contract made with employer; contractor stated that the m² price of ceramic flooring will be 10, 00 TL. Ceramic area to be floored was estimated as 300 m². On completion of ceramic flooring works; floored area was measured and it is determined as 400 m². In that case; the price to be paid to contractor will be calculated as $400 \times 10 = 4.000,00$ TL. If the same work had been made based on turnkey / lump sum price contract and if contractor had given offer on $300 \times 10,00 = 3.000,00$ TL by estimating area to be floored as 300 m²; contractor would have collect 3.000,00 TL for 400 m² flooring work and contractor would have made 1.000,00 TL loss. As it is seen; unit price contract works is less risky than turnkey / lump sum price contract works in terms of contractor.

Table 3.2. The contracts regarding the tenders made by the institutions and organizations subjected to the Public Procurement Law



The contracts related with procurements made by public institutions and organizations subjected to Public Procurement Law numbered 4734 are subjected to definite forms and conditions. The forms and conditions of this type of contracts are designated in Public Procurement Contracts Law numbered 4735. The articles of the Public Procurement Law numbered 4735 in relation to the subject are presented in the Appendix G.

‘To provide regulations for the efficiency and inspection of procurements in the scope of Public Procurement Law and monotony of practise, Public Procurement Contracts Law Nr. 4735 has been enacted.

During the preparation of the Law no 4735, in order to be parallel with international applications, three contract types were defined, namely turnkey lump sum price, lump sum price and unit price contracts. Type Contract preparations are based on those types of contracts in order to create unity in execution, with work types in mind’(Kemer, 2004. p.69).

Accordingly; these contracts are arranged as unit price contracts, unit price contracts and turnkey lump sum price contracts between each other. A sample of type contract are given in annex of Governing Regulation of Construction Works Procurement (Appendix K) (Kemer 2004). The necessary matters that must be stipulated in the contracts are stated in the Appendix G.

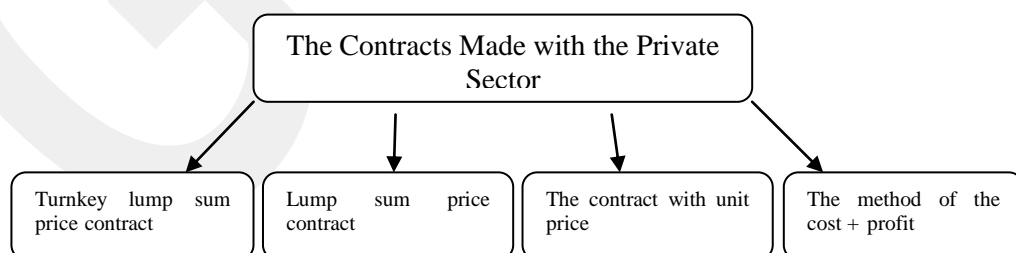
Mandatory stipulations that should be taken part in contracts related with public procurements are very important in terms of preventing potential disputes within the period of application contract. Thus, the fact that interior architects adds some articles on their contracts to be made with private sector organizations by choosing among articles mentioned above according to position of the works is under consideration that will be useful.

3.1.2. Private Contractings

In contracts between price contract and internal architects, contractor and contractor shall define obligations, expectations from said work, rights of both sides in a clear and direct manner.

In private sector contracts, “unit price contract”, “lump sum price” and “turnkey lump sum price” can be made in addition to frequently used “Cost + Profit” method.

Table 3.3. The contracts made with the private sector



“Unit price contract”, “lump sum price” and “turnkey lump sum price” methods have been explained under article 3.1.1, “cost + profit” method has been explained in this section.

Cost+ Profit Method

It is a method adding profit share after calculating cost of the project in details.

If it is necessary to explain in details;

‘In order to designate monetary equivalents of manufacturing to be done; a proportional profit of the cost is added to manufacturing cost. Profit rate may be valid for all works as well as different rates may be applied for some manufacturing items. Cost items should be explained in details in order to not to be caused to any dispute. Application of cost + profit method will be easy to reach target in projects that the quality is very important’ (Kant, 2005, p.9).

Also, the contract should include a detailed attachment about the subject of contract’s technical details and rules. It is important for preventing the conflicts in future.

3.2. Typical Contracting Conditions

Type contracts can be defined as contracts that are defined by authorized agencies and impose the obligation to obey the rules.

Interior architects, regarding independent interior architecture services, has to sign a contract with job owner, work owner and/or person and/or groups that he will be sharing work ownership with prior to his services. This contract shall cover the minimum conditions in the type contract prepared by the Association regarding scope of work, duration, phases, price and mutual rights (Union of Chambers of Turkish Engineers and Architects, the type contract of the Interior Architect’s Chamber Services).

According to headlines on minimum conditions present in TMMOB Interior Architects Services type Contracts, a contract signed between interior architect and employer shall include the items below which are present in type contracts. Chamber of Interior Architects typical Contracting is in the appendix about this topic.

Conditions stated as main headlines in the type contracts above are minimum conditions, interior architects may add other conditions according to the properties of the work. Survey study and the researcher's opinion in chapter 4 of the thesis has determined the necessity of the conditions that has to be in an alternative ideal contract for interior architects. Chapter 4 of the thesis includes a contract example as an example of an alternative proposed contract that has been prepared by the researcher and will be done between contractor and employer with examples.

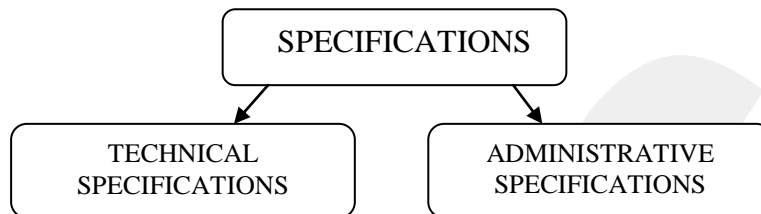
3.2.1. Specification

Specifications are annexes of the contracts. Specifications are prepared for stating construction method, technical details, technical properties, types, quality and measures of used materials which are not stated in contracts. Specifications contain information on unit price definitions and analysis of the works to be done with contract.

It would be better if the contract and technical specifications are prepared together with employer and interior architect for works in private sector in order to determine the working technique.

However; in public procurements, administrative and technical specifications are prepared unilaterally by employer administration before procurement under provisions of General Specification for Construction Works.

Table 3.4. Types of Specifications



3.2.1.1. Types of Specifications

Specifications are prepared in two types as technical specifications and administrative specifications. On the other hand; general specification for construction works stated right and responsibilities of contractor and employer can be listed in application stage of contracts related with public procurements.

‘General Specification for Construction Works is prepared for designating procedure and principles to be enforced on carrying out construction works of contracts under the provisions of Public Procurement Contracts Law numbered 4735 and dated 05.01.2002’ (Article 1 of General Specification for Construction Works, 2002).

Technical specifications are prepared in compliance with project. Work properties should be stated in detail during application of the works in technical specification. Therefore; this type of specifications are describes as technical specifications.

Administrative specifications define the criteria for contractors in the bidding for the work, information regarding the tender work and participation manner and conditions of the bidding.

3.2.1.1.1. Contract Preparation with Administrative Specification

Administrative specifications are appendices for the work contract. Conditions stated in these specifications shall be followed while bidding and execution of the contract (Kemer 2004).

Administrative specifications are generally arranged for works given out by public organizations. Administrative specifications contain information related with work, quantity of the work, completion time, and conditions for delivering work place, conditions for delivering and acceptance of the works, basis of payment for contract price and other conditions that are not stated in technical specifications.

3.2.1.1.2. Contract Preparation with Technical Specification

Both technical and administrative specifications are annexes of the contract. Employer and contractor should obey these specifications (Kemer 2004).

Technical and administrative specifications described under the title numbered 3.2.1.1 are interconnected each other by considering mutual interests of employer and contractors. Therefore, technical specification of the works should be examined carefully before calculating price to be offered by contractor. There will be some advantages reviewing risks and differences between project and technical specification of the work during this examination. Interior architects should also search market prices and manufacturing prices of the materials according to properties stated in technical specification while preparing offers. If it is seen that manufacturing items stated in technical specification are not conformed to rules of

art and technique; interior architect should notify this situation to employer together with alternative presentations.

Specifications are arranged for stating power and responsibilities and construction conditions between employer and contractor.

A specification prepared in details is provided to be made contract works as it was expected in terms of employer. Accordingly, a specification prepared inadequately is brought disputes between employer and contractor in case of resulting excluding expectations. Therefore; there will be some advantages on giving place to details in specifications and on supporting by 3D drawings.

Thus; employer and contractor can estimate the final manufacturing in the beginning of the work.

3.3. Evaluation

In the 3rd chapter of disertation, the general explanation and analysis done aimed to private sector and public sector about the works of interior architect and the info given about what the wroks are of interior architect as well.In th following of 3rd chapter, the spesifications of the agreements and contracts of interior architests in public and private sector tho knowledge aimed to preparing the agreement and contracts. By doing above, it is planned to informs the reader about specific subjects and also prepare the reader for the 4th part.

CHAPTER 4

PROBLEMS AFTER HAVING DONE THE CONTRACT

4.1. Human Aspects

Interior architects, architects, urban–regional designers, industrial product designers and etc designers can be in different positions as designer, contractor or employer according to sectors. In also each position mentioned above; interior architects can face with some legal problems within the application stage of contracts to be signed.

When interior architects agree on doing the work demanded by employer as contractors, rights and obligations arising from the contract between employer and interior architect comes up. Fulfilling the obligations arising from the contract by both parties shall prevent any problems from arising. However if any party or both parties fail to fulfill their obligations, problems regarding the execution of the contract, methods and principles regarding legal ways for solving those problems comes up.

Responsibilities and obligations between employer and contractors were regulated in Law of Obligations numbered 818, Public Procurement Contracts Law numbered 4735, and regulations and specifications published by Public Procurement Organization.

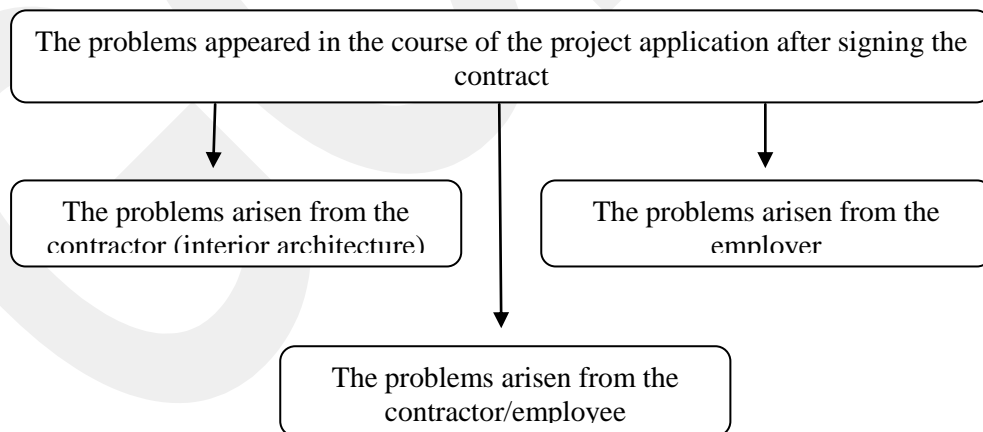
Matters related with application of contracts made with private sector are regulated under provisions of article 355 and the rest of Law of Obligations numbered 818, and provisions of Law of Obligations are enforced on removing this kind of problems.

In solving conflicts that arise during the execution of contracts between contractors and administration in construction works, “Public Tender Law no 4734”, “Public Tender Contracts Law no 4735” and “Construction Works General Specifications” Regulation appendix published by Public Tender Agency provisions shall be applied, or Code of Obligations if no provision is present. A sample of the court’s decision regarding this subject is presented in the Appendix D

4.2. General Problems During the Execution of Contracts by (Employer – Contractor (interior architect) and Subcontractor)

Problems can be seen during the execution of contracts after signed by employer, contractor (interior architect), subcontractor or workers. The sections below discuss the most frequently seen examples.

Table 4.1. The problems appeared in the course of the project application after signing the contract.



4.2.1. If Interior Architect Create a Deficit

Main problem types where interior architects as contractors in a project in progress can be faulty can be divided into 3 groups. They can be listed as:

- a. Final product problems & defective good.
- b. Situations where works done in private sector are faulty beyond acceptance.
- c. Subjects regarding faulty, defective and missing works in works with public sector contracts.

The information about this topic are below.

a. Final Product Problems & Defective Good

Sometimes resulting work can be faulty beyond acceptance after a contract between contractor and employer has been signed. Some works done by contractors can have various faults, although work done by contractor is not overly big.

Construction contracts made between contractor and employer are brought mutual rights and obligations. Contractor should complete the work undertaken against Employer should pay amount stated (Karataş, 2004). It is possible to examine the Supreme Court's decisions regarding this subject in the Appendix H.

As it is seen in Supreme Court's decisions; contractor is obligated to complete works undertaken in compliance with project and technical specification. If contractor makes works defective or incomplete; employer cannot pay amount corresponded to defective or incomplete part of the work.

A sample of law suit resulted from faults made by contractor and examined by Supreme Court, Civil Chamber 15 is stated on Appendix H. This situation is closely related with mistaken designs of interior architects.

b. Situations Where Works Done In Private Sector Are Faulty Beyond Acceptance

If the contractor has done the work as defective and mistaken by reason of carelessness, unwariness, rawness in profession or negligence; further employer can demand compensation for damages. A Supreme Court's decision regarding this subject is presented in the Appendix H.

As it is seen from this decision of Supreme Court on Appendix H; interior architects should make works meticulously and under the technical specifications of the work. If the work done by interior architect is defective and faulty as being useless; employer have right to refuse work and not to pay.

c. Subjects Regarding Faulty, Defective and Missing Works in Works with Public Sector Contracts

The matters related with the works submitted to the Public Procurement Contracts are determined in the Public Procurement Law numbered 4735 and the General Specifications for the Construction Works and type contracts. The detailed information on these matters were submitted in the Appendix I.

4.2.2. If Employee Create a Deficit

Faults resulting from workers employed by contractors or employers during projects can be seen. Below are responsibilities resulting from generalised faults;

1. Responsibilities of workers resulting from the faults in their works.
2. Responsibilities resulting from damages sustained by employer or other persons because of the workers of contractors.
3. Disparities between contractor's workers.

4. Responsibilities resulting from the works done by contractor without employer's approval.

1- Responsibilities of workers resulting from the faults in their works:

Some faults have been appeared as a result of the fact that employees of the interior architect do not pay attention to their works. The matter on which party will compensate the damage must be clearly stated in the contract made between the subcontractor and interior architect. (The detail information on the subject was presented in the Appendix I).

2- Responsibilities resulting from damages sustained by employer or other persons because of the workers of contractors:

The contractor is responsible for the damages which were brought to the employer or other bodies by the employees of the contractor. Therefore, the contractor has to take all necessary measures for the employees. (A Supreme Court's decision regarding the employees of the contractor is also presented in the Appendix I).

During the applying of contracts with administrations within the scope of Public Procurement Law, contractor's responsibilities related employees were regulated on article 35, 36, and 38 of General Specification for Construction Works.

3.- Disparities between contractor's workers:

The workers working with contractor can sometimes do many faulty behaviors for example stoling something, doesn't listening the saying procedures of contractor or talking some behavior sentences. The examples can continue. (The Article 36 of the General Specification for the Construction Works which is an attachment of the Governing Regulations for the Tenders of the Construction Works is presented in the Appendix J).

4- Responsibilities resulting from the works done by contractor without employer's approval:

In some cases, the contractor can be obliged to do additional works without obtaining the approval of the employee. Some legal disputes can be appeared in the case that the contractor requests the additional prices for the additional works made without approval of the employer. (A sample of the court's decision regarding this subject is presented in the Appendix J).

4.2.3. If Employer Create a Deficit

The problems of employers below can be seen during the execution of contracts;

- a. If employer fails to pay contractor
- b. If employer fails to inform contractor about work faults in time
- c. Obligations of employer resulting from works done outside the contract

Examples for those problems and related legal decisions are presented.

a . If employer fails to pay contractor:

Sometimes, it is likely to face with the positions that the employer withholds the payments for the subcontractor in a wholly or partly manner despite of the fact that it should be paid. Another position is also the problems regarding that the employer does not pay to the subcontractors in compliance with the time period stated in the contract. In this matter;

There is 5 pieces of the Court Decision samples regarding that the employer does not pay to the contractor in the Appendix J.

As it is seen from the samples of the Supreme Court's decisions in the Appendix J, In the case that the employer does not pay the contract price in time, the contractor will have the right to suspend the work, terminate the contract and request the price for the works that were completed.

b. If employer fails to inform contractor about work faults in time:

In some cases; some legal problems can be experienced between contractor and employer on whether or not the goods are delivered.

Principally, in contracts; contractor is obliged to prove that goods or works are delivered in compliance with conditions stated in contracts. In the course of delivering contract goods or contract works; the fact that a protocol is arranged and signed mutually will be suitable method for both parties. Especially; certificates of completion to be obtained in construction works is very important in terms of giving reference for further works.

In the case that work made by contractor is defective clearly; employer should immediately notify this situation to contractor. The Supreme Court's decision regarding the subject is submitted in the Appendix J.

As it is seen from the Supreme Court's decisions in the Appendix J, if the work made by contractor is defective clearly in first sight (it is expressed as "more defective" in legal literary); employer is obliged to notify contractor as soon as possible. If employer does not notify defects to contractor as soon as possible; it is deemed as accepted defective product.

c. Obligations of employer resulting from works done outside the contract:

Employer can demand additional manufacturing excluding contract works or using some materials different from stated in contract in the course of operating contract. As a result of this application; additional works will bring some additional costs excluding contract price to contractor. Additional prices for additional works should be paid to contractor by calculating separately by reason of the fact that this kind of additional works will have arisen from fault of employer.

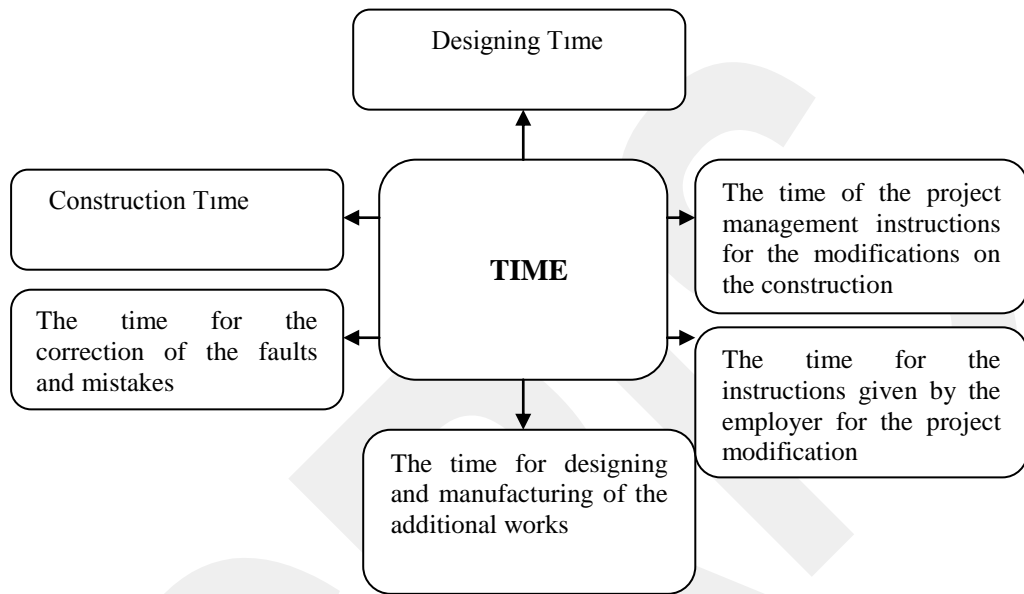
The arrangement in the General Specifications for the Construction Works in relation to the applications of the contracts made between the contractors and the administrations subjected to the Public Procurement Law is presented in the Appendix K. How the prices of the additional works can be designated is also stated in the same specification presented in the Appendix K.

According to articles mentioned above of General Specification; in order to pay costs to contractor in the case being a work increment excluding contract; fulfilling some conditions is obligatory. That's why; the fact that interior architects to be worked with public institution and organizations can make works excluding contract and annexes is possible in the case of fulfilling some conditions stated in General Specification for Construction Works. In the case that interior architects make business unless obeying these conditions, that is; make manufacturing over contract price; it will be a matter of fact that price of additional works may not be paid (Kemer, 2004).

4.3. Calender of Work

One of the most important articles of the contracts is also one related with contract time. The matters should be stated in contracts such as completion date, how many calendar days will be counted from the date of delivering site, delay penalty per day to be applied in case of incompletion in time.

Table 4.2. The time parameter for the purchasing (Akbiyıklı, 2009, p.39).



The arrangements related with the delivery date and time extension in relation to the contracts made with the administrations subjected to the Public Procurement Law are stated in the General Specifications for the Construction Works as it is indicated in the Appendix L.

Application of the article on Appendix L of General Specification for Construction Works which was regulated for time extension is mandatory, and in the case that employer is from private sector; provisions related with time extension should be stated mutually between employer and contractor.

4.4. The Evaluation of Questionnaire Questions with Interior Architects and Architects Working in Private Sector

In all titles pertained to fourth chapter before the title numbered 4.4, some information have been provided on the problems arisen from the contractor (interior architect), employer and subcontractor and the experienced problems related with aforesaid

problems have also been examined. As of the title numbered 4.4, the results of the contracts that had been made by the interior architects have been obtained by means of the questionnaire study performed with the architects and interior architects who did or do business. The contract samples under the title of 4.5 has been constituted by means of the contributions of these results.

The questionnaire study comprised of 20 questions has been performed on 20 architects or interior architects who working in the private sector. This number has been deemed as sufficient in compliance with the study. The questions were for the interpretations of the persons who give an answer to the questionnaire. The results of the questionnaire study are mentioned below.

- All of the participants who attending to the questionnaire study had an opportunity to make a design project implementation.
- 90 % of the participants had a principle on the preparing a contract or a specification as an attachment of the contract with the clients or manufacturer/contractor.
- The project/preliminary project were enclosed to the contract in a certain manner or when appropriate by 90% of the architects and interior architects who attending to the questionnaire study. 15% of the other participants have been primarily submitting the project to the clients and then signing a contract with the employer after approval of the client. Thusly, they could protect their projects against to the theft in some way. The rest of the participants have responded as “No” to the question or they have stated that they had no need to this type of attachment.
- The other tables based on the results of the questionnaire are presented below.

Table 4.3. The table related with the designers who respond to the question of “Do you state the construction schedule or payment term to provide information for other party in your contracts?”

The Preferences of the Participants	The Percentage of the Participants
The designers who state the construction schedule or payment term to provide information for other party	% 90
The designers who request that the construction schedule will be prepared by him/her on the date stated by the contractor	% 5
The designers who state the working period but do not state the construction schedule	% 5

Table.4.4. The percentage of the participants who have or do not have a problem arisen from the shortcomings of the contracts with the contractors or clients.

The Preferences of the Participants	The Percentage of the Participants
The designers who do not have a problem	% 75
The designers who have a problem	% 25

25% of the participants show reasons such as legal gaps, that is, incomprehensibilities or as serving the purpose. In the present case, an attention must be paid to make the sentences clear and comprehensible in the contracts.

- The answers of the question “What are the problems led to the disputes and arisen after signing the contract?” and analytical articles for these answers under the title numbered 4.5. in the contract samples are mentioned the following table.

Table.4.5. The Table related with the problems led to disputes and appeared in the implementation period after signing the contract – The occupational problems

OCCUPATIONAL PROBLEMS	The Main Articles of the Contracts Under the Title Numbered 4.5
The delays on the manufacturing of the project	C.1.-A.10, C.1.-A.11, C.2.-A.8
The expectation of the client on extra information	C.1.-A.4 C.1.-A.6, C.1.-A.7, C.1.-A.9, C.1.-A.11, e.t. 1 on C.1.-A.4.6.2
The problems appeared in the implementation period unless noticing in the project stage	C.1.-A.11, C.1.-A.14, C.1.-A.18, C.1.A.21, C.2.-A5, C.2-A.13
The delays on the engineering services and relationships	s.1.-m.15
The disputes resulting from incomprehensibilities of the definitions in the contract	C.1.-A.4, C.2.-A.3, C.1., A.21, C.2.-A.13
The details on the bill of quantities	s.1.-m.4, s.2.-m.3
The revision requests of the employer	
The ill-defined works	C.1.-A.4, sC.2.-A.3
The negligence of the occupational controlling in the practise	C.1.-A.4, C.1.-A.14
Having in the dark about the contract	e.t. 1 on C.1.-A.4.6.2
The problems on the delivering	C.1.-A.20, C.2.-A.11
In general, bad faith of the employer	C.1.-A.11.2, C.1.-A.13, s.1.-A.18

Table 4.6 The Table related with the problems led to disputes and appeared in the implementation period after signing the contract- The problems related with the workmanship and materials

THE PROBLEMS RELATED WITH THE WORKMANSHIP AND MATERIALS	The Main Articles of the Contracts Under the Title Numbered 4.5
The problems resulting from the misinformation or disinformation on the details or materials	C.1-A.4.6.2 annex 1, C.2.-A.6
The poor workmanship resulting from the subcontractor, the setting the work aside by the subcontractor	C.2.-A.5, C.2.- A.11
The using of unqualified materials	e.t. 1 on C.1-A.4.6.2, C2.-A.6

Table 4.7.: The Table related with the problems led to disputes and appeared in the implementation period after signing the contract- Financial problems

FINANCIAL PROBLEMS	The Main Articles of the Contracts Under the Title Numbered 4.5
The delays on the progress payments	C.1.-A.16, C.1-A.17, C.1.-A.21, C.2.-A.10, C.2.-A.13,
The difficulties for additional costs and time extension on the uncompleted manufacturing, the problems related with the implementation by means of the decisions made by the subcontractor in an early manner.	C.1.- A.14,C.1.-A.18, C.1.-A.21, C.2.-A.5, C.2-A.11, C.2.-A.13
An endeavours made by the client for the manufacturing items which were not paid to the subcontractors	C.1.-A.11.2,C.1-A.13,C.1.-A.18, Annex 1 on C.1-A.4.6.2
An increasing on the costs, the lack of the details and to change client's mind	C.1.-A.4.6.4.,C.1.-A.4.6.5., C.1.-A.4.6.6., C.2-A.13
To have a principle of not making the work after receiving the fee by the subcontractor	C.2.-A.10
To not to comply with the plan by the employer and the extension of the time limit of the manufacturing	C.1.- A.4.6.6., C.1.-A.6, C.1.-A.11, C.1.-A.16, C.1.-A.21, C.2.-A.10, C.2.-A.13

Table 4.8. The table of the findings related with the participants who have or do not have the problems resulting from the faults in the project or the manufacturing as a persons who designing an interior space

THE PARTICIPANTS OF THE QUESTIONNAIRE	THE PERCENTAGE OF THE PARTICIPANTS	The Main Articles of the Contracts Under the Title Numbered 4.5
The designers having a problem	% 65	C.1.-A.7., C.1.-A.11,
The designers having no any problem	% 35	C.1.-A.7., C.1.-A.11,

- How the additional works were included in the scope of the project by the participants, who has given the answer of “Yes” to the question “Did the employer request an additional works to the exclusion of the contractual scope? How did you include the additional works into the contract and the project?”, are listed below. The articles of the contract under the title numbered 4.5. are the sub-articles of the C.1.-A.11 and C.1.-A17.

- To prepare a contract for the additional works
- To make a verbal contract with the employer which the contract is based on a mutual trust.
- To add on the unit price, to add on a different price by preparing an additional contract

Table 4.9. The method for removing the problem by the persons who have an answer to the question of “Was there any delay on the contractual works arisen from the manufacturer or the contractor? If any, how could you remove the problem?” or the problems in case of not removing the problems

THE PARTICIPANTS OF THE QUESTIONNAIRE	The Main Articles of the Contracts Under the Title Numbered 4.5
By compensating the damage to the client and by revoking to subcontractor/manufacturer	C.1.-m.6, C.1.-A.7
By cancelling out the contract, by following a legal procedure	C.1.-A.21
By paying a penalty for delay, by being stuck in a difficult situation against the employer, and by not troubleshooting	C.1.-A.10
By tolerable ways resulting from the good faith of the employer	-
By not paying the progress payments as cash in advance, by controlling the manufacturing process in a continuous manner, by troubleshooting by means of a personal communication, by giving a time extension	-
By appending an additional time to delivery time stated by the manufacturer	C.1.-A.17
By suspending the work and then by preferring another subcontractor, by preventing the problem by way of the providing an information in a preliminary manner.	C.2.-A.9
By gaining a time in such a manner that the contractual delivery date is notified to the employer as more longer than the date stated by the subcontractor.	C.1.-A.9

Table 4.10. The methods followed by the participants who have no any problem on the product manufactured by the subcontractor or manufacturer for not having a trouble.

THE METHODS FOLLOWED BY THE PARTICIPANTS	The Main Articles of the Contracts Under the Title Numbered 4.5
By stating the material and types of the materials in the contract	e.t. 1 on C.1-A.4.6.2
By enclosing the samples of the materials to the contract	e.t. 1 on C.1-A.4.6.2
By controlling in a proper manner	C.1.-A.4.2.
By adding an article to the contract such in “The designer will designate the materials”	C.1.-A.4.6.1.

Table 4.11. The answers for the question of “Did you have any problem with the employer owing to the faults in the project or the implementation as a designer for interior spaces?”

THE PARTICIPANTS	REASONS	PERCENTAGE	The Main Articles of the Contracts Under the Title Numbered 4.5
The participants having problems	Because of the fact that the subcontractor impairs the work quality or that the employer modifies the requests	% 90	C.1.A.4.6.6.,C.1.A.11.2.,C.1.A.15,C.2.A.5.1.,C.2.A.9
The participants having no problems	They have no any problem because of the fact that they give guarantee within the scope of the contract and that they are attentive to not have a problem with the employer by giving a particular importance to the customer satisfaction	% 10	C.1.-A.12

The explanations of the participants, who faced with a situation that the employer does not pay the contract price, show that this situation is a common problem, and that making a contract is a necessary action in the business and that making a contract has a crucial importance for protecting the rights of the contractor in a legal manner.

60% of the participants have experienced a delay problem on the projects undertaken by them. The explanations of them for delays are because of the manufacturers' delays or the additional requests of the clients in brief. It is possible to examine the contractual articles for this subject from the C.1.-A.11 and other sub-articles in the contract samples constituted by revising the various contracts under the title numbered 4.5.

The table associated with the participants who have or do not have a problem resulting from the faults of the subcontractor/manufacturer is below.

Table 4.12. the participants who have or do not have a problem resulting from the faults of the subcontractor/manufacturer

DESIGNERS	PERCENTAGE
The participants having a problem on the delivery time	% 75
The participants having no any problem on the delivery time	% 25

Under these circumstances, the necessity is appeared on making a contract containing the clear sentences about the delivery time with the subcontractor/manufacturer. The contracts under the title numbered 4.5 were prepared by using the clear sentences on the definition of the work. Another table based on the results of the questionnaire is presented below.

Table 4.13. The reasons for the delays experienced by the participants because of a problem resulting from the faults of the employer

THE DEFINITION OF THE PROBLEM	The Main Articles of the Contracts Under the Title Numbered 4.5
For having an acceleration on the work	C.1.-A.16-2, C.1.-A.18, C.1.-A.21
For the instabilities and different requests of the employer	C.1.-A.4, C.1.-A.6, C.1.-A.7, C.1.-A.9, C.1.-A.11, e.t. 1 on C.1-A.4.6.2
To have to suspend the work because of the fact that employer does not par the progress payments	C.1.-A.11.2, C.1.- A.21
To red tag made by the local authorities for having no any restoration permit – when obtaining a restoration permit from the Directorate of the Reconstruction and Town Planning affiliated to the Municipality, the problem is solved (The participant who suggesting this article as a reason has answered this question as “No”).	C.1-A.13, C.1.-A.20

Table 4.14. The matters that an interior architect must take into consideration in order to achieve the designing and implementing - The matters in relation to the communication between the interior architect and the employer –table a

THE MATTERS IN RELATION TO THE COMMUNICATION BETWEEN THE INTERIOR ARCHITECT AND THE EMPLOYER	The Main Articles of the Contracts Under the Title Numbered 4.5
The necessity of the fact that the works should be made in written	C.1.-A.4, C.2.-A.3
To provide a support to the offer given in company with the specifications	C.1.-A.4.6.
An interior architect must examine the work schedule and manufacturing	C.1.-A.4.2., e.t. 1 on C.1-A.4.6.2
The skills of a interior architect on the communication, the command of the construction materials and ability to designing and implementing with a passion	-

To provide a proper information to the employer on time and cost, and to work with an accurate subcontractor (especially in the sanitation system).	C.1.-A.6, C.1.-A.7, C.1.-A.9, C.1.-A.11
The fact that an interior architect is sensitive in designing and intellectual	-
The fact that an interior architect makes a work schedule and contract with the approval of the employer within the process of the project and implementation and the fact that an interior architect provides the payments according to this work schedule.	C.1.-A.6, C.1.-A.7, C.1.-A.9, C.1.-A.11, e.t. 1 on C.1-A.4.6.2
The accurate communication must be established with the employer at the beginning of the work. If it is needed (If the other party works firstly with an interior architect, the definition of the work must be made) this part must contain the work principle of the interior designer. For example; how many stages are there in the project stage? Or the cost calculation will be made after completing the preliminary design or firstly 2D projects should be completed if the 3D presentation is needed. An agreement should be made at the beginning of the work on the contract terms and prices.	C.1.-A.4 C.1.-A.6, C.1.-A.7, C.1.-A.9, C.1.-A.11, e.t. 1 on C.1-A.4.6.2
The customer satisfaction	-
To stand on the occupational principles	-
The factor of the reliable employer and environment, a good and well-prepared contract	C.1., C.2.
The fact that the designer could receive the payments in the right time	C.1.-A.6, C.1.- A.16
To analyse a process which is well organized and well designed and which the tolerances were considered, by means of the accurate observations and to explain the quality conditions and the problems that may appear in details at the contract stage.	C.1.-A.4, C.2.-A.3, e.t. 1 on C.1-A.4.6.2
The fact that an interior architect exhibits such a behaviour that make no concessions from the design principles and also analyses the client, structure and the function of the construction	C.1.-A.4
To provide that the employer tells the works at the beginning.	C.1.-A.4 C.1.-A.6 , C.1.- A.7, C.1.-A.9, C.1.-A.11,e.t.1 on C.1-A.4.6.2

Table 4.15. The matters that an interior architect must take into consideration in order to achieve the designing and implementing - The matters in relation to the communication between the interior architect and the employer- table b

THE MATTERS IN RELATION TO THE COMMUNICATION BETWEEN THE INTERIOR ARCHITECT AND THE EMPLOYER
Not to make a payment to the subcontractor without delivering the work, to calculate the costs in a proper manner, to work with educated subcontractors, to prepare a contract in a proper manner, to establish a good communication and coordination with the employer.
To find a reliable subcontractor
A good employer and a good project in tandem with a good manufacturer

Table 4.16. The major problems in the practise of the interior architecture – The material and workmanship problems

THE MATERIAL AND WORKMANSHIP PROBLEMS	The Main Articles of the Contracts Under the Title Numbered 4.5
The existence of the similar materials on the different qualities	e.t. 1 on C.1-A.4.6.2
The difficulties in the material supply	C.1.-A.4.6.2.
The unqualified workmanship in order to meet the requests of the employer	C.1.-A.4.6.
The employers and subcontractors who do not desire to make a contract	-
The problems resulting from the lack of information of the subcontractor	C.2.-A.5.1
The fact that the manufacture quality does not meet the expectation	C.2.-A.5.1
Not to find a successful manufacturer on the qualified workmanship	C.2-A.5.1., C.2-A.11

Table 4.17. The major problems in the practise of the interior architecture – The occupational problems

THE OCCUPATIONAL PROBLEMS	The Main Articles of the Contracts Under the Title Numbered 4.5
The fact that working with an interior architect depends on the preferences of the clients because of having no any authority to sign	-
The fact that the designing and implementation is perceived as a simple work in Turkey and the fact that the people could not adopt the interior architecture for a cultural perspective and also the fact that they try to bring a solution to the designing and implementation works by means of a foreman or other similar persons.	-
The inconsistency between the inclinations of the interior architects and the clients	C.1.-A.4
The fact that the interior architecture is not recognised sufficiently, the client's aim to acquire the best in a minimum price, the shortcomings in the relationship based on the trust between the clients and the interior architect.	-
The ignorance and disrespectfulness regarding the importance of the occupation	C.1.A.4.1.,C.1.A.4.2.
The misunderstandings between the disciplines	C.1.A.4.1.,C.1.A.4.2.
The fact that the royalties of the work made by an interior architect is not protected	C.1.-A.20
The legal gaps regarding the occupational liabilities	-
A misguidance for a client on the designing service	C.1.-A.4
To make a copy of a design pertained to an interior architect	C.1.-A.20
To be not understood the project by the employers	C.1.-A.4
To be not elucidated on the needs of a client in a proper manner	C.1.-A.4,C.1.A.6,C.1.-A.7,C.1.-A.9,C.1.-A.11, e.t. 1 on C.1-A.4.6.2
The changeable needs of employer	C.1.-A.4,C.1.A.6,C.1.-A.7,C.1.-A.9,C.1.-A.11, e.t. 1 on C.1-A.4.6.2
The shortcomings of the business and professional ethics	C.2.-A.9

The shortcomings of the implementation	e.t. 1 on C.1-A.4.6.2
The education qualities of the interior architects	-

Table 4.18. The major problems in the practise of the interior architecture – The financial problems

THE FINANCIAL PROBLEMS	The Main Articles of the Contracts Under the Title Numbered 4.5
The low wages	-
The fact that the employer does not pay or suspend the progress payments	C.1.-A.16
To offer a free charge project within the frame of the proposal	C.1.-A.4
The biases on that the interior architects work too expensive	-

Table 4.19. The major problems in the practise of the interior architecture – The problems regarding the time

THE PROBLEMS REGARDING THE TIME	The Main Articles of the Contracts Under the Title Numbered 4.5
The fact that the work is not completed in time	C.1.-A.9, C.1.-A.10, C.1.-A.11
To lean the service prices on a contract and not to be provided that the payments are made in time	C.1.-A.6, C.1.-A.16
The subcontractors who break their promises, who do not complete the works in time and who cannot be reached in a professional manner.	C.2.-A.15, C.2.-A.9

In conclusion of the questionnaire study, it is observed that the interior architects and the architects who carried out in the interior decoration design have some aforesaid problems during the implementation after signing a contract, as it is

mentioned above paragraphs. Some alternative type contract samples have been constituted by the author in order to bring an alternative solution to the problems. It is possible to examine the contract samples under the title numbered 4.5.

4.5. THE CONTRACT PROPOSALS ACCORDING TO THE INFERENCES OF THE QUESTIONNAIRE AND VARIOUS CONTRACTS

The contracts that interior architect as being designer will sign with customer and masters in the market have different qualifications. Application of contract having qualifications mentioned below after idealization of the samples of these contracts may be prevented the being suffered by both interior architect and other party against potential problems.

While considering the agreements that will be done between employer and contractor, the fact that subject stated in the title mentioned above is grouped under two main title as “the points that should be stated in type contract to be signed with public sector” and “the points that should be stated in type contract to be signed with private sector” will be suitable. Appearing unjust treatments may not be possible in the contracts signed with public sector by reason of basing on definite standards. However; clarifying contracts signed with private sector will be to the point.

Necessary Matters for Contract on Public Sector;

In the tenders subjected to the Public Procurement Law numbered 4734 and performed by the public administration, because of the fact that “the matters that should be stated in the contract” were predetermined by means of the type contracts under the provisions of the Public Procurement Law numbered 4735, an interfere to be made by the contractors is impossible in the stage of the preparation of the contracts.

Necessary Matters for Contract on Private Sector;

The information about this subject is below.

Recommendations for Preparing Contract and Designed Contract Examples:

One of the most important points of the contract is the definition of the work to be done by contractor and the manufacturing, preparing according to details. Also for the employer doing the payments according to the programme of mentioned project and service cost determined the agreement of the work done and being suit to the calendar was set is provided.

Other mandatory stipulations for contracts are discussed under the title of typical contract standards.

The project and details of the work to be done must be stated suitable for demands of employer and intended use in contracts. For this; a project should previously be prepared, having a budget, designing a project to this budget and relieve and attachment works should previously be prepared for works that project will not be necessary. Especially; quantity, quality, property and standards of the material to be used in turnkey works should be stated in detail on technical specification that is annex of the contract.

Business plan of the work to be done should be discussed in detail after mandatory stipulations are stated in the contract. In order to generate solution suitable for requirements of the employer; preliminary project should be presented to employer after preparing.

Otherwise; there may be differences between expectation of the employer and manufacturing designed by interior architect to be made works. In such a case; disputes between parties will be unavoidable.

Therefore; definition of the work should be designated preliminary by the parties, and agreement on payment amount to be made by employer for work should be provided clearly.

The price for contract works can be paid partly as advance payment on workplace delivery or as install payment on some stages of the manufacturing as well as it can be paid on completion or delivering works.

In case of delays in payments; the matters on what kinds of sanctions can be applied should be stated and explained in the contract.

Turnkey / lump sum price contract can be risky in terms of contractors and especially interior architects for why the contract price are designated according to full completion of the works. Accordingly; in the case of being non-recurring charges and some obstacles during application of the contract; expenses at contractor's risk can be increased and be caused to losses by reason of the fact that the expenses for removing obstacles and non-recurring charge would not be met by employer.

As a results of writer's interviews and researches, it is stated that these expenses which should be paid by the designer would increase the cost unexpectedly and it would be possible for the designer to make a loss in the work.

In the following ideal contract sample, it was given a place to the basic considerations in the contract to arrange between an interior architect and a subcontractor.

This sample contract was arranged by considering the problems, which determined in line with the results of the questionnaire conducted between the interior architects and architects making interior decoration design business in the private sector and which considered the opinions of the experts on the law of contracts, by means of revising the type contract of the interior architecture services of the Union of Chambers of Turkish Engineers and Architects, type contract of the contraction works subjected to the Public Procurement Law numbered 4734, the articles of the general specifications and the contracts related with the practises which obtained from the architects and architects making interior decoration design business in the private sector.

The interior architects can drop some articles in the sample as well as they can add some articles needed according to the properties of the work.

For example; in the case that restoration and decoration works are undertaken on turnkey / lump sum price; price to be offered will be designated based on visible matters and work items of construction. Some risk factors, such as reinforcement of bearers and renewing of installation resulted from demolitions to be made together with launching works, will bring about cost increments.

It is necessary for unit price contract works to consider probability of increasing offered unit prices and labour wages depend on country inflation rates.

Beside of these two type of contract; some “cost + profit” type contracts or the contracts arranged that only project drawing works are made by a interior architect excluding manufacturing costs are using generally between private sector and contractor. It is thought that the type of the contracts arranged that only project drawing works are made by a interior architect excluding manufacturing

costs will not have more risks in terms of inexperienced interior architects introduced newly into market.

This sample contract has been designed recognizing the problems, information accessed at the end of surveys conducted among designers specializing in indoor designing and architects, respecting experts' point of view on contract Law and Recognizing the Basics Stated in Turkish Union of Chambers of Engineers and Architects Chamber of Designers (TMMOB) "Regulation on Application, Registry and Professional Inspection of Free Designers' Services", TMMOB Chamber of Designers Designers' Services Typical Contract and Revising the articles of Typical Contract for Construction Services Subject to Public Procurement Law Nr. 4734.

The Interior Architects' Chamber Type Contract does not contain the matters such as the subject of the contract; designing and implementation works; the principles and procedures regarding the project implementation; to designate the materials; to supply the materials; the costs of the materials and transportation; the matters regarding the additional works; to be considered provisions in case of making an amendment in the contract; the language of the contract; the price and the type of the contract; the attachments of the contract; the dates of the cabining and completing; the delay penalties; the terms and conditions for the time extension; the force majeure reasons; the royalties; the information on the subcontractors; the working schedule and progress payments; the price differences; the non-contractual situations and delivery terms. As a result of the studies, it is deemed that these matters are necessary. It is needed to add in the contract sample 1.

CONTRACT SAMPLE (1)

THIS IS THE CONTRACT WHICH WAS ENTERED INTO BETWEEN INTERIOR ARCHITECT (CONTRACTOR)..... AND THE EMPLOYER ABOUT THE WORK

ARTICLE-1. PARTIES

ITEM-1.1 This contract is drawn between owner on one side and designer on the other side under the provisions stated below.

ARTICLE-2. Information about the parties

ITEM-2.1. Owner's

- a) Name/Trade Name:**
- b) Address:**
- c) Telephone:**
- d) Fax:**
- e) E-mail:**

ITEM-2.2. Designer's

- a) Name, Surname/Trade Name:**
- b) Designer's Registry Number of Chamber:**
- c) ID Number:**
- d) Address for Service:**

e) Telephone:

f) Fax Number for notification:

g) E-mail address for service:

ITEM-2.3. Both parties accept their addresses above as their address for service. The notification which is duly sent to the lastly defined address is valid unless a new address for service is notified to the other party.

ARTICLE-3. BASIS OF THE CONTRACT

It is accepted and contracted in reciprocal terms,

By the owner that the total work of designing defined in article 5 will be completed under the responsibility and coordination of the designer.

By the designer that the work will be completed specifically, excellently and in time.

By both of the parties that their obligations will be satisfied consistently to the 'Specification of Designers' Work and List of Fares' which is attached to this contract.

ITEM-3.1. Designer is the author and the owner of the project and the application applied by him.

ARTICLE-4. SUBJECT OF THE WORK

ITEM-4.1. Project Services

Project services are materials including information covering owner's designing demands and developing as a conclusion of the designer's professional knowledge on designing and his/her efficiency. This process ends with the acceptance and approval of the owner.

- consultancy services
- building survey (pre-critique)
- concept and pre-project
- conclusive project
- application projects

E.1 - manufacturing drawings

E.2 - details of the system

E.3 - accounts of quantity survey, assesment and cost

E.4 - preparation of a procurement file

ITEM-4.2. Project Control Services

These are the services which provide the controlling of right application of the mentioned place's conclusive project within a certain dicipline. Within the framework of professional controlling services, the designer,

- a. acts or affirms subcontracts of the conclusive project.
- b. checks or affirms the compatibility of the project before manufacturing and application on-site.
- c. to check design works' right application on-site.

- d. does turnkey works under the condition that he/she consults or controls the concept project.
- e. The subcontractor who is responsible of the application of the designer project must also have signature on the application contract

ITEM-4.3. Preparation And Application of Works of the Project

ITEM-4.4. Place of Work:

ITEM-4.5. Type and Amount of Work :

ITEM-4.6. Basis of the Application of the Project

ITEM-4.6.1. Designation of Materials

(In this article, a chart including the features and amount of materials to be used should be prepared. This chart may also be attached to the contract).

ITEM-4.6.2. Delivery of the Materials

(In this article, it is necessary to state the brands, code numbers, amounts, types, qualities, standards, supplier firms and prices of the materials in a list in company with the signature of interior architects and the person(s) who is responsible from the determination of the materials and its prices).

The sample list containing the properties of the materials to use is enclosed as Appendix 1.

ITEM-4.6.3. Costs of Materials and Transportation

(In this article, the matter of by which of the parties, the owner or the designer, the cost of required material for the project will be paid should be determined).

ITEM-4.6.4. Matters on Additional Services

(In this article, the matter of by whom and how costs such as care, repair work and fittings required during the project will be covered should be determined).

ITEM-4.6.5. Provisions to be Applied to the Amendments on the Contract

(In this article, the matter how the cost of work added afterwards to the contract of works to be changed will be stated is determined).

ITEM-4.6.6. Additional Services

(In this clause, the method of how the fares to be paid to the designer for overtime working at night and on official holidays during the contract or after the ending of the work will be calculated should be determined).

For instance, for work which is performed overtime at night or on official holidays the owner will pay an extra amount of % 4 percent of daily wages.

ARTICLE-5. LANGUAGE OF THE CONTRACT

ITEM-5.1. The language of this contract is Turkish.

ARTICLE-6. TYPE OF CONTRACT AND ITS COST

In this clause, cost and scope of work should be determined by both parties unhesitantly according to the type of contract which may be “turnkey lump cost contract”, “unit priced contract”, “cost plus profit contract” or another type of contract.

a) In “turnkey lump cost contracts”, this clause can be formulated as:

This contract hereby is a turnkey lump cost contract which is concluded in conformity with the project and technical specifications with a total cost of ...(in numbers and writing)...

b) In unit priced contracts, this clause can be formulated as:

“This contract hereby is a unit priced contract determined on the total sum of which equals the multiplication of each item of work with cost of unit offered by the designer.

UNIT COSTS OF FERED BY THE DESIGNER

<u>Name and definition of work</u>	<u>Unit of measurement</u>	<u>Offered cost for unit</u>
<u>Total</u>		
1.....(VAT
not Included)		
2.....(VAT
not Included)		
3.....(VAT
not Included)		
4.....(VAT
<u>not Included)</u>		
TOTAL COST:	(VAT not included)

A possible increase or decrease on items of work will be shifted to the progress payment.

c) In cost plus profit contracts, this clause can be formulated as:

This contract hereby is a cost plus profit contract and the payments to the designer are figured over % ... percentage of cost of each item's production.

(Items of costs which form the basis of the part due to be paid to the designer should be defined in this article).

ARTICLE-7. Expenses Included in the Cost of Contract:

ITEM-7.1. Expenses such as taxes, premiums, ... etc. Which are covered by the owner or the designer should be determined in this clause.

ARTICLE-8. ATTACHMENTS TO THE CONTRACT:

ITEM-8.1. (Documents attached to the contract such as the project, technical specifications, location lists of work and **unit cost** tariffs should be noted in this clause.)

ARTICLE-9. DATES OF BEGINNING AND END:

(This clause can be formulated as:“The designer completes and delivers the work to the owner within (in numbers and writing) days starting from the date of his/her delivery).

ARTICLE-10. PENALTIES FOR DELAY

If parties determine penalty for delay, this clause can be added: “If the designer does not deliver the work duly in time, ...(in numbers and writing) %of the cost of uncompleted part will be applied as penalty of delay.

The percentage of penalty should not be too high, it should be noted to be calculated over the cost of uncompleted part of work, not the total cost of contract.

ARTICLE-11. TIME EXTENSION AND CONDITIONS OF EXTENSION

In this clause conditions of time extension and force majeure should be stated if the application of “penalty for delay” is accepted in the contract.

ITEM-11.1. Force Majeure

ITEM-11.1.1. Conditions of time extension due to force majeure are stated below:

- a) Natural disasters
- b) Legal strike
- c) Epidemic disease
- d) Partial or general declaration of mobilization

ITEM-11.2. Reasons Caused by the Owner

ITEM-11.2.1. Under the condition that the owner does not satisfy his obligations related to the contract (such as effecting payment in time), time period for completion of a certain part or total of the work is extended as period of delay at minimum, depending on the reasons preventing the work and the type of work.

ARTICLE-12. PROTECTION AND INSURANCE OF THE WORK AND THE WORKPLACE

(In this clause, it should be determined which type of insurance against natural disasters such as flood, landslip, storm, fire and risks such as burglary and sabotage depending on the type of work, will be selected under the condition that the work place is decided to be insured and by whom the cost of insurance will be paid).

ARTICLE-13. DOCUMENTS TO BE DELIVERED BY THE OWNER

After the making of a contract, the owner delivers compulsory permits of road and utilities related to the subject of the contract, work place, project area, basement and such places within..... days.

A record will be prepared between two parties on this matter. Under the condition that the delay occurs in the delivery of places to the designer, the completion period arranged in the contract will be extended as to correspond to delay.

ARTICLE-14. THE DESIGNERS RESPONSIBILITIES

(In this clause the definition of work, designer's services, project services, owners responsibilities on the identified work and penalties to be applied under the condition of misapplication of them should be determined).

ITEM-14.1. The Designer's Responsibilities Related to the Staff Working on the Subject Of Contract

ITEM-14.1.1. (In this article, the designer's and the owner's responsibilities related to the damage of workers and other staff against the owner and third party civils during the process of work should be individually determined).

ARTICLE-15. SUBCONTRACTORS

(In this clause, which parts of the work will be completed by the subcontractor should be determined, under the condition that some parts of it are decided to be completed by a subcontractor).

ITEM-15.1. Responsibilities of Subcontractors

(The designer is responsible to the owner for all of the work completed by the subcontractors working for the designer).

ARTICLE-16. BASIS OF PAYMENTS

ITEM-16.1. Advance Payments

(In this clause, the amount of advancepayment and the requirements to balance it should be determined under the condition that the designer is agreed to be paid in advance).

ITEM-16.2. Work Plan and Payment Plan

(In this clause a workplan including partsof work to be completed by the designer and date of these parts' ending should be determined).

ITEM-16.3. Method of Payment

(In this clause how the quantity surveys, the method to set the value of them in means of Money and requirements of progress payments will be conditioned should be determined).

ARTICLE-17. DIFFERENCE IN PRICES

(In this clause the method of how the difference in prices will be calculated should under the condition that the market prices of materials and other inputs rise after the signing of the contract and this difference is accepted to be paid).

ARTICLE-18. CONDITIONS WHICH ARE NOT DETERMINED IN THE CONTRACT

Under the condition that there are not provisions to apply in this article or its attachments, provisions of Turkish Union of Chambers of Engineers and Architects Law Nr.6235 and its regulations, Turkish Union of Chambers of Engineers and Architects Chamber of Designers(TMMOB) Regulation on Application, Registry and Professional Inspection of Free Designers' Services and Code of Obligations will be applied.

ARTICLE-19. ANNULMENT OF THE CONTRACT

ITEM-19.1. (In this clause, sanctions of annulment by the owner should be determined).

ITEM-19.2. (In this clause, sanctions of annulment by the designer should be determined).

ARTICLE-20. DECISIONS NOT STATED IN THE CONTRACT

(In this clause, information about the decisions which are not stated in the contract and additional information about how these kinds of decisions will be taken should be determined).

ARTICLE-21. PROVISIONS ABOUT THE DELIVERY OF THE WORK

(In this clause, conditions and methods of delivery due to the characteristics of the work should be determined).

ARTICLE-22. SOLUTION OF CONFLICTS

Rules of substantive law on the basis of the conflict will be grounded on Turkish law.

Language of arbitration will be Turkish. Place of arbitration will be
Authorized court will be Courts.

ARTICLE-23. COPYRIGHTS

(In the scope of mentioned article, to state the conditions for usage of the design and permissions to be taken from the designer for the usage of whole or part of the design in other works would be an important evidence if the design gets stolen).

ARTICLE-24. ADDITIONAL ARTICLES

This contract consist of 24 articles, it has been arranged in three copies and come into force with signs of both parties on [...../.../.....]

One of the copies will be kept by the chamber of designers after it is affirmed by them, one copy will be kept by the interior architect and the other will be kept by the owner.

INTERIOR ARCHITECT	EMPLOYER	CHAMBER OF INTERIOR ARCHITECTS
Name, Surname	Name, Surname	
Signature, Stamp	Signature	

The sample ideal type contract above has been designated by revising Law and Recognizing the Basics Stated in Turkish Union of Chambers of Engineers and Architects Chamber of Designers (TMMOB) “Regulation on Application, Registry and Professional Inspection of Free Designers’ Services”, 4734 Sayılı Kamu İhale Kanunu Kapsamında Yapım İşleri örneklerle Yaklaşık Maliyet Hakediş Uygulamaları Fiyat Farkları, Kemer 2004, TMMOB Chamber of Interior Architects Interior Architects’ Services Typical Contract and Revising the articles of Typical Contract for Construction Services Subject to Public Procurement Law Nr. 4734. contracts some of which are present in appendix. Some of the articles in the sample ideal contract have been created by quoting identically from contracts mentioned in this paragraph.

PROPERTIES OF THE MATERIALS													
Item Nu.	Code Nu.	Manufacturing Nu.	Type of Material	Material's Brand	Descriptions for the Material	TSE	Material Catalogue	Material's Sample	Colour	Unit	Quantity	Unit Price TL	Amount TL
1													
2													
3													
4													
5													
6													
7													
8													
9													
10													
11													
12													
13													
14													
TOTAL AMOUNT													

**EMPLOYER
DATE AND
SIGNATURE**

**INTERIOR
ARCHITECT
DATE AND
SIGNATURE**

Interior designers are contractors, in the sample of contract above, whereas interior designers are owners in the sample type of contract below.

A Sample of the Typical Contract to Sign between the Contractor (Interior Architect) and Subcontractor

In the following contract sample, it was given a place to the basic considerations in the contract to arrange between an interior architect and a subcontractor.

This sample contract was arranged by considering the problems, which determined in line with the results of the questionnaire conducted between the interior architects and architects making interior decoration design business in the private sector and which considered the opinions of the experts on the law of contracts, by means of revising the type contract of the interior architecture services of the Union of Chambers of Turkish Engineers and Architects, type contract of the contraction works subjected to the Public Procurement Law numbered 4734, the articles of the general specifications and the contracts related with the practises which obtained from the architects and architects making interior decoration design business in the private sector.

The interior architects can drop some articles in the sample as well as they can add some articles needed according to the properties of the work.

THE CONTRACT SAMPLE (2)

THIS IS THE CONTRACT WHICH WAS ENTERED INTO BETWEEN INTERIOR ARCHITECT (EMPLOYER)..... AND THE SUBCONTRACTOR ABOUT THE WORK.....

ARTICLE-1. THE PARTIES OF THE CONTRACT

ITEM-1.1. This contract was arranged between the employer (interior architect) and the subcontractor on the following conditions.

ARTICLE-2. THE INFORMATION OF THE PARTIES

ITEM-2.1. The employer:

- a) Name and surname / commercial name:
- b) The register number of the chamber of the interior architects:
- c) Identity number:
- d) Tax register no:
- e) Notification address:
- f) Telephone number:
- g) Fax number for the notification:
- h) e-mail address for the notification:

ITEM-2.2. The subcontractor:

- a) Name and surname / commercial name:
- b) The register number of the chamber of the interior architects:
- c) Identity number:
- d) Tax register no:
- e) Notification address:
- f) Telephone number:
- g) Fax number for the notification:
- h) e-mail address for the notification:

ITEM-2.3. Both of the parties have accepted the addresses mentioned above as the notification addresses of them. A notification to the last address of a party will be deemed as made to the relevant party unless the address modifications are notified to other party as is due.

ITEM-2.4. The employer is the author and owner of the project to be done.

ARTICLE-3. THE SUBJECT OF THE CONTRACT

ITEM-3.1. (In this article of the contract, the qualifications, types and quantities of the works to be done against remuneration stated by the parties should be specified as having no hesitation in the descriptions.)

ARTICLE-4. THE SITE OF THE WORK

ARTICLE-5. THE PRICE OF THE CONTRACT

The whole of the work will be completed against the total price of
(in figures and words) in compliance with the project and technical specification of the work.

ARTICLE-6. THE RESPONSIBILITIES OF THE SUBCONTRACTOR

ITEM-6.1. The subcontractor is obliged to make the works in compliance with the rules of the science and art, the project and its attachments. The subcontractor is responsible from the commencement date to the final acceptance date for the damages and losses that may arise from not making the work in compliance with the rules of the science and art, using the fraudulent materials or the similar reasons.

ITEM-6.2. The subcontractor cannot make any modification on its own motion in the projects. The subcontractor is obliged to replace/make over the unsuitable or defective works in terms of the project and specifications in a costless manner within the specified time upon the instruction of the building audit official.

The responsibility of the faults appeared during the implementation of the works in the space and expenses and losses arisen from the fault is belonged to the subcontractor. The cost of the faulty works appeared as a result of this will also not be paid to the subcontractor.

ITEM-6.3. The subcontractor is obliged to embody the technical personnel, employee, machine, instalments and equipments which are necessary for making the works in compliance with the rules of the science and art in a timely manner.

ITEM-6.4. The subcontractor is responsible from the losses and damages of the employer or third parties which are caused by the employees of the subcontractor.

ITEM-6.5. The subcontractor is obligated to issue a ration card, which is signed as is due by subcontractor or authorised representative of the subcontractor and which indicating the name, surname, date of recruitment, wage, payment date of the wage and the social security premium for each worker that is employed of the subcontractor, in compliance with the provisions of the applicable law.

ITEM-6.6. The treatment costs for the personnel or workers having an accident and accidental compensations are belonged to the subcontractor.

ARTICLE-7. THE ATTACHMENTS OF THE CONTRACT

ITEM-7.1. (The documents such as the project, technical specification, site list, unit price tariff etc. should be stated as an attachment in this article.)

ARTICLE-8. THE COMMENCEMENT AND COMPLETION DATES OF THE WORK

ITEM-8.1. The subcontractor is obliged to complete and deliver the works to the employer within the (in figures and words) days from the date of the construction site delivery.

ARTICLE-9. THE DELAY PENALTIES

In the case that the subcontractor does not complete the works within the contractual time in compliance with the provisions of the contract, the delay penalty at the rate of ...% (in figures and words) of the contract price will be applied for each calendar day.

ARTICLE-10. THE TERMINATION OF THE CONTRACT

The employer can terminate the contract unilaterally in the cases of the transferring the contract unless obtaining the consent, hindering the work programme or not completing the work within the contractual time.

ARTICLE-11. THE WORK PROGRAMME AND PAYMENT SCHEDULE

(A work programme specified the works to be completed by the subcontractor and the completion dates of the works are stated in this article)

ARTICLE-12. THE BASIS OF THE PAYMENT

(How the measures of the works and its monetary equivalents will be determined and the procedures and conditions of the progress payments will be stated in this article)

ARTICLE-13. THE PROVISIONS REGARDING THE DELIVERY OF THE WORK

(The procedure and conditions of the delivering and accepting the works should be stated according to the properties of the work in this article.)

ARTICLE-14. CLEANING THE SITE AND REMOVING THE FACILITIES

At the end of the works, the site should be cleaned from all manner of wastes in compliance with the environment by the subcontractor.

ARTICLE-15. THE SETTLEMENT OF THE DISPUTES

In the disputes regarding the application of this contract, Courts and Enforcement Offices are authorised.

ARTICLE-16. Herein contract comprised of 16 articles was issued as two copies and entered into force signing by the parties at the date of.../.../.....

Employer (The interior architect)
Name and Surname
Signature and Seal

Subcontractor
Name and Surname
Signature

The sample ideal type contract above has been designated by revising Law and Recognizing the Basics Stated in Turkish Union of Chambers of Engineers and Architects Chamber of Designers (TMMOB) “Regulation on Application, Registry and Professional Inspection of Free Designers’ Services”, Carosyramic Covering Subcontractor Contract designed from Asel Construction Decoration Firm, TMMOB Chamber of Designers Designers’ Services Typical Contract and Revising the articles of Typical Contract for Construction Services Subject to Public Procurement Law Nr. 4734. contracts some of which are present in appendix. Some of the articles in the sample ideal contract have been created by quoting identically from contracts mentioned in this paragraph.

4.6. Evaluation

Chapter 4 of the thesis defines which law and regulations govern the problems that may arise in the execution of projects in interior architecture in order to inform the readers.

Also in this subject, examples on which problems may be experienced between employer-contractor (interior architect) and subcontractor triangle after contract has been signed during the execution process were given, and those examples were summarized based on references.

There is the evaluation of a survey study conducted by architects and interior architects that are or had worked in private sector regarding indoors in Chapter 4 of the thesis. After that evaluation, the ideal contract examples in part of 4.5. were broadened and a new article has been added.

Another factor that requires attention in project execution is the budget factor, but budget in construction is a vast concept that needs a thesis of its own, and the researcher has decided not to include it in the thesis in order to stay focused on the subject.

CHAPTER 5

CONCLUSION

This study aimed to give information to interior architectures introduced newly into market and carried out in public and private sector about legal rights and responsibilities of them covers the fundamental knowledge about specifications and contracts that should be signed within the process of business life. Providing basic information on construction industry, project management and construction sector to newly graduated interior architects is targeted.

There are the types and properties of the contracts and specifications signed among the employer, contractor and the clients within the scope of the thesis starting with a brief history and general information on the construction sector. The thesis also comprises of the contractor systems, fault and deficient manufacturing that may arise from the implementation of the contract, the results of the faults that may arise from the interior architects, the compensation of the third parties' damages arisen from the employees of the interior architects; the situation that the employer does not pay or not pay the full amount, the samples providing information for the interior architects on the actions to be taken in the case that the clients do not pay to the contractor in time or not pay full amount. Accordingly, the additional requests of the clients on the works and design modifications in the case that the work is not delivered in the delivery date were also mentioned in the thesis. There are some explanations on the modification of a designing because of the special causes, and on the settlements of the disputes because of the time extensions that may be requested as a result of the delays arisen from the faults of the employer or the interior architect. A questionnaire study made with the architects and interior architects who working on the internal

decoration designs in the private sector was placed into the study. A necessity was appeared on the proposal of a new contract by examining the present samples of the contracts in line with the findings obtained from the questionnaire study.

An analysis method in company with the questionnaire study in this study including the matters on the risk assessments of the powers and responsibilities arisen from these contracts and on the procedures and principles of the contracts to sign with the public and private sector in the construction sector. The examinations of the resources from various establishments and libraries were included into this study.

In conclusion, in a general manner, the essential matters that may make an inference from the studies made within the scope of the thesis are mentioned below. There are some legal gaps in the Law in terms of the interior architects. These gaps and shortcomings are;

Because of main problem resulted from having no authority of sign of interior architects; as a result of dealing unprofessionally with works of interior architecture that should be carried out professionally in public and private sector; non functional and anesthetic buildings are appearing.

As a result of interior architecture services of some people who are not master of his/her domain; unfair competition is occurred in the market environment.

There exist some points to take into consideration by interior architects while making business in the market. These are;

Interior architects should clearly designate the articles of the contracts that should be signed with both employers and contractors in public or private sector.

Annexes of the contracts should also be clearly in large-scale works. Thusly; situations that may be occurred reasons of unjust treatment on behalf of both parties will have prevented.

Both parties should designate the details of the project to be manufactured before signing contract. For this; the fact that technical drawings and even 3D drawings and details of the project are examined in detail will have removed the misunderstandings between interior architect and opposite party.

In case of being contractor of interior architect in works; the points to take into consideration by interior architects are increasing. If interior architect is responsible from employees; interior architect should provide life security of employees, hold some meetings for increasing productivity, clarify the project for all employees, and establish a proper dialogue with customer. The fact that insurance premiums and wages of the employees are paid in time is very important in terms of preventing unjust treatments of interior architecture as being a contractor.

There are some points to take into consideration by interior architects as being a contractor in also designation of employees. Essential qualifications of employees are professional approach, importance to ethic values, being healthy and reliable, communication skills and sedulity.

Unjust treatments resulted from incompetence to sign and which are the biggest problem of interior architects carried out in Turkey are not discussed in detail within the scope of this thesis. This situation should be discussed separately in another thesis. Discussing and assessing this situation by required people who are not professional will be useful in terms of society in order to end of appearing

imperfect spaces that may be put at the risk human security by reason of building by uneducated persons.

GCPRIS

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GLOSSARY

Administrative Specification: İdari Şartname

Unit Price Contract: Birim Fiyat Sözleşme

Chamber of Interior Architects: İçmimarlar Odası

Client: Müşteri

Contract: Sözleşme

Cost + Plus Method: Maliyet+ Kar Yöntemi

Defective Good: Ayıplı Mal

EPPP (Electronic Public Procurements Platform): EKAP (Elektronik Kamu Alımları Platformu)

Law Relating to Debts: Borçlar Kanunu

Lump Sum Price Contract: Götürü Bedel Sözleşme

Interior Architect: İçmimar

Public Procurement/ Public Tender: Kamu İhaleleri

Public Procurement Law/ Public Tender Law: Kamu İhale Kanunu

Specification: Şartname

Subcontractor: Taşeron

Technical Specifications: Teknik Şartnameler

VAT (Value Added Tax): KDV (Katma Değer Vergisi)