SERVICES BY DESIGN-BUILDERS
Provide “sole source” responsibility for all or portions of a project.

On projects using the Design-Build Delivery System, designs need to be prepared by the participating contractors.

- The Design-Builder is required to provide design and construction services which allow for proper permitting and installation of the systems required.
- The Design-Builder shall either prepare this information with in-house personnel or contract with a Design Professional to provide said services.
- Individuals providing these services shall be duly licensed by the state in which the work is to be performed, and licensed in the discipline required.
- The entity providing Design services must maintain a valid and active Certificate of Authority for such services, be it Architecture or Engineering.
- The entity providing Design Services shall become the “designer of Record” for all legal and technical interpretations on the project.
- It is recommended that the Owner commission an independent Design Professional to serve as Technical Consultant during the design-build process.
- If the Owner is inexperienced at procuring construction, it is recommended they hire a consultant to oversee the process.

The potential benefits of this arrangement include:

- Faster delivery from concept to Owner occupancy
- Early definition of Fixed Cost (Guaranteed maximum Price)
- One point of responsibility for less-adversarial process
- Early Contractor input on constructability issues
- Full team proposals promote innovation
- Takes the Owner “out of the middle”
- Allows clearest definition of risks
- Architect/Engineer and builder on the same team providing unified recommendations to Owner
- Errors fixed, not used as excuses or claims
- Continuous operations; allows flexibility in sequencing

The potential drawbacks to this process include:

• Owner must use due diligence in selecting a Design-Builder, based on criteria in a QBS (Qualifications Based Selection) Process
• Owner may need to retain an independent consultant if the expertise does not exist in-house
• To establish a basis for evaluating the Design-Build proposal, Owner must clearly define the facility’s intended scope, quality level, and uses. Again, services of an independent consultant may be needed.
• Owner is pushed for earlier and timely decisions
• Possible learning curve for Owners
• Barriers in some states with procurement and licensing
• Use of new insurance/bonding products
• Resistance among those not familiar with approach
• Potential liability gaps if not familiar with the contractual arrangement of the design-build team. Owner should consult with legal counsel.

The consultant may also ensure that the Owner’s desired criteria reflect Life cycle Cost, and not just first cost.

REFERENCES
“Fundamentals of Project Delivery” published by Design Build Institute of America (DBIA)
AIA A141-2004 Agreement Between Owner and Design-Builder
AIA A142-2004 Agreement Between Design-Builder and Contractor
AIA A441-2008 Standard Form of Agreement Between Contractor and Subcontractor for Design-Build Project
AIA B142-2004 Agreement Between Owner and Consultant where the Owner contemplates using the design-build method of project delivery
AIA B143-2004 Standard Form of Agreement Between Design-Builder and Architect
AIA C441-2008 Standard Form of Agreement Between Architect and Consultant for a Design-Build Project

Issued: 2002
Revised: 2010