

# Bridging Documents – Part 1: How Do They Alter Liability?

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# History and Introduction

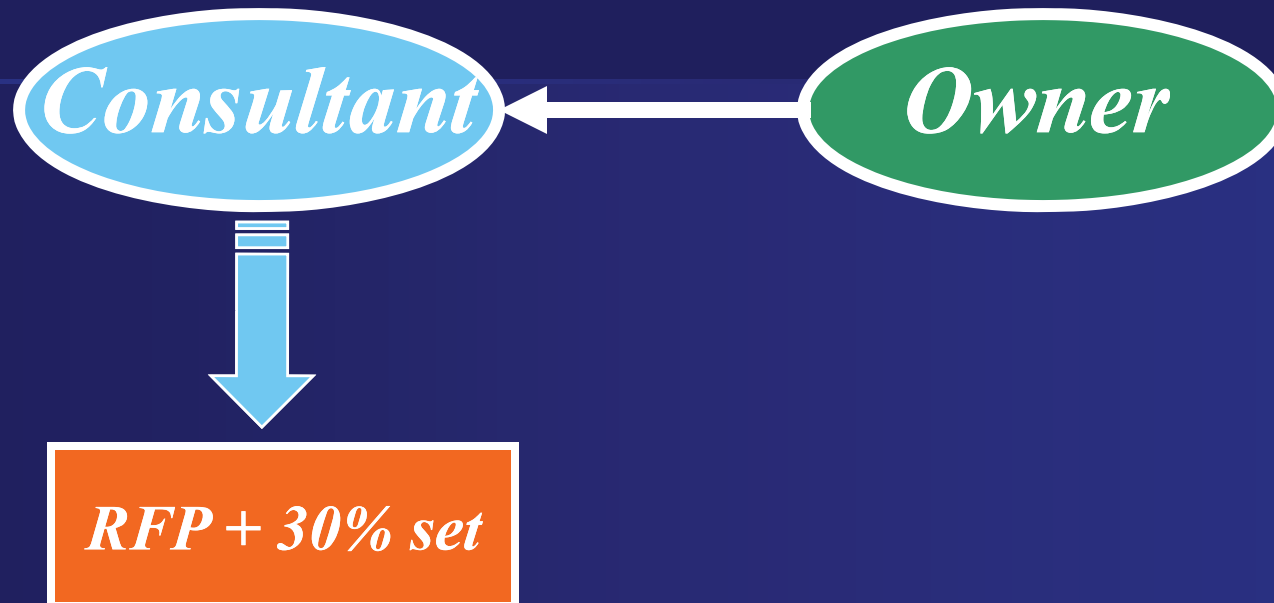
- **What Is Bridging?**
- **Other names:**
  - “Draw-Build”
  - “Design-Draw/Build”



# What Is Bridging?

- Owner's Consultant
- Bridging Consultant
- Design Criteria Consultant
- "Performance-Criteria Developer"
- A/E-1

# What Is Bridging?



# What Is Bridging?

*Consultant*

*Owner*

*RFP + 30% set*

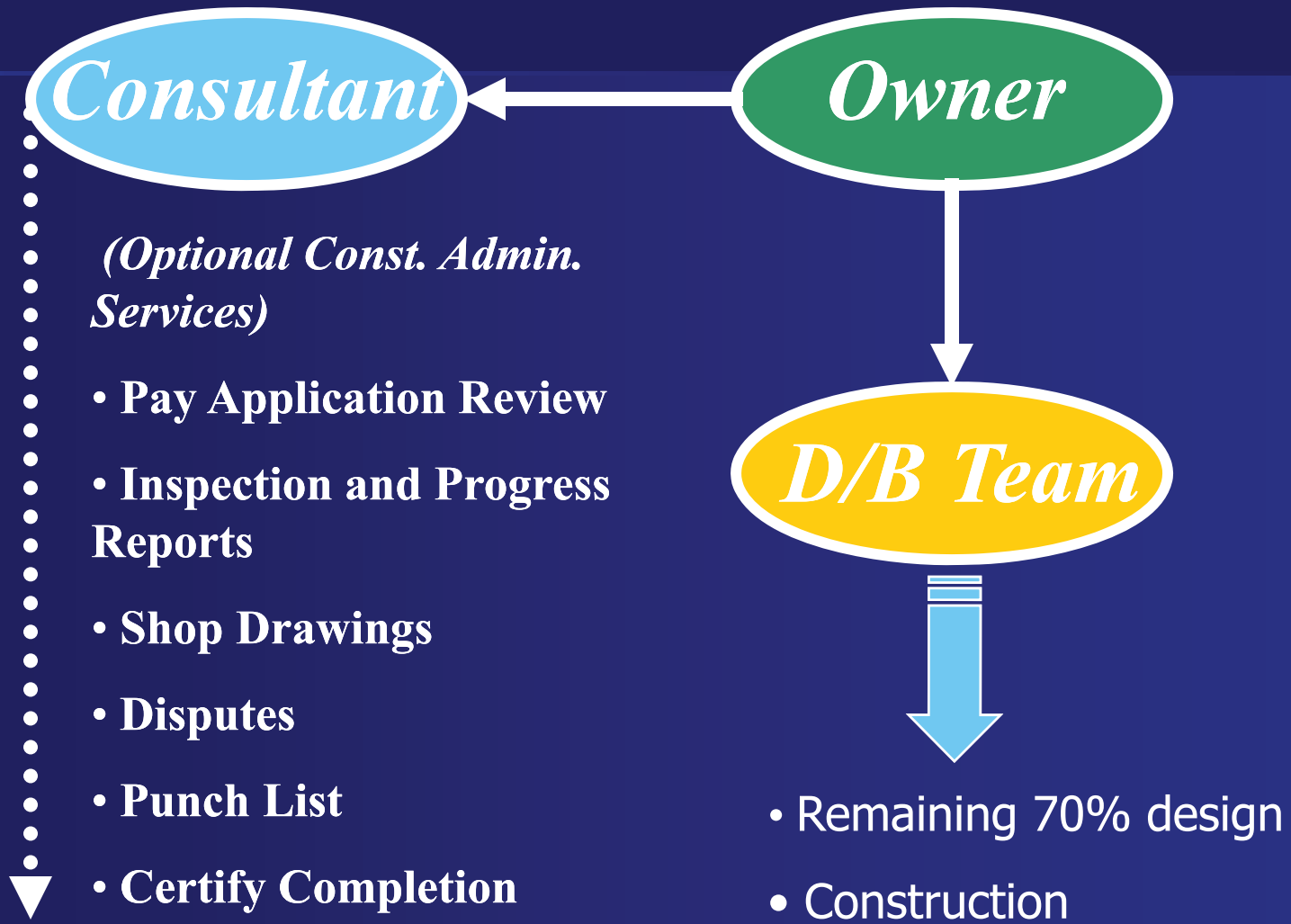


*D/B Team*

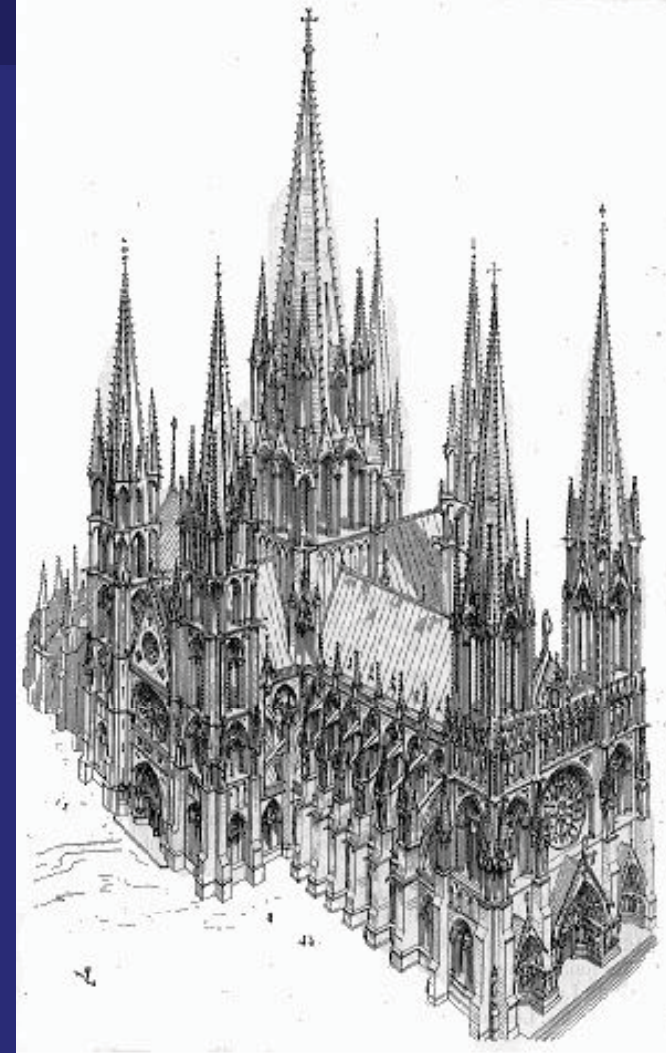


- Remaining 70% design
- Construction

# What Is Bridging?



# Origins and Brief History



# Origins and Brief History

- Florence Cathedral
- Earliest set of “bridging” documents?
- Filippo Brunelleschi



Santa Maria del Fiore

# AIA, DBIA and EJCDC

## AIA Document B142™ – 2004

Standard Form of Agreement Between Owner and Consultant who contemplates using the design-build method of project delivery

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_  
*(In words, indicate day, month and year)*

BETWEEN the Owner:  
*(Name, address and other information)*

This doc. legal cons. Consultant is encour. its compl. Consultant also since profesio requirements where the

and the Consultant:  
*(Name, address and other information)*

For the following Project:  
*(Name, location and detailed description)*

The Owner and Consultant agree as follows:

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## DBIA



DESIGN-BUILD  
INSTITUTE OF AMERICA

## Standard Form of Preliminary Agreement Between Owner and Design-Builder

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

This AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, by and between the following parties, for services in connection identified below.

OWNER:  
*(Name and address)*

DESIGN-BUILDER:  
*(Name and address)*

PROJECT:  
*(Include Project name and location as it will appear in the Contract Documents)*

In consideration of the mutual covenants and obligation contained herein, Owner and Design as set forth herein.

DBIA Document No. 520 • Standard Form of Preliminary Agreement Between Owner and Design-Builder  
© 1999 Design-Build Institute of America

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the applicable laws of the jurisdiction in which the Project is to be performed.

## STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE  
a practice division of the  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN CONSULTING ENGINEERS COUNCIL

AMERICAN SOCIETY OF CIVIL ENGINEERS

These General Conditions have been prepared for use with the Agreements between Owner and Design/Builder (Nos. 1910-40-A and -B) (1995 Edition) of the Engineers Joint Contract Documents Committee. Their provisions are interrelated and a change in one may necessitate a change in the others. The suggested language and instructions contained in the Guide to Use of EJCDC Design/Build Documents (No. 1910-42) (1995 Edition) is also carefully interrelated with the language of these General Conditions. Comments concerning their usage are also contained in Document No. 1910-42 (1995 Edition).

EJCDC No. 1910-40 (1995 Edition)

# Criticisms of Bridging

- **Real advantages of design-build are lost when the design is 30%**
- **First phase determines many of the design and functional aspects of the project**
  - **For which the phase two team has to take responsibility (and liability)**

# Criticisms of Bridging

- **Precludes any significant creativity and innovation**
- **Fast-track construction needs work before 30% design done**

# Criticisms of Bridging

- Redundancy: **Two Architects**



# Criticisms of Bridging

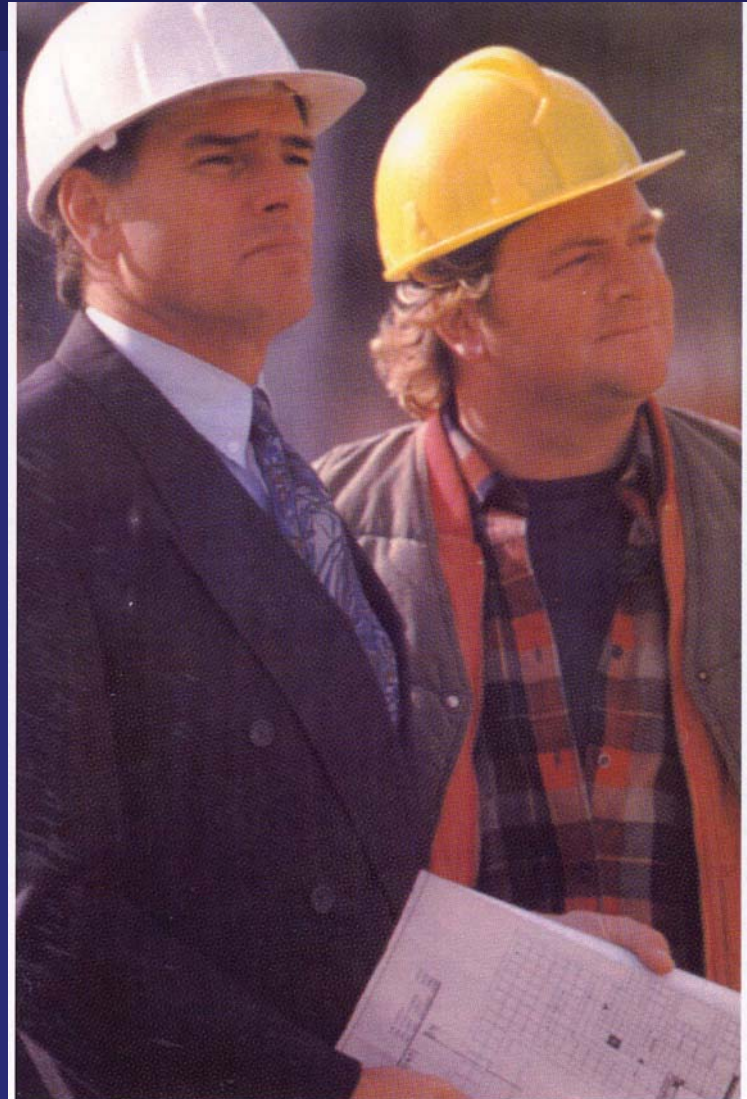
- With 30% design in the RFP, selection tends to be more price oriented
- Based solely on the basis of **low price**
- Less emphasis on qualifications

# Benefits of Bridging

- **Corporate owners downsizing in-house construction staffs**
- **Removes financial burden of design competition**
  - *even with stipends*
- **Entices more qualified firms, more often, to participate**

# Benefits of Bridging

- **Owner has independent agent to “keep an eye on the contractor”**



# Benefits of Bridging

- **Less liability**
  - (for bridging firm)
- **Focus on the “fun” part of architecture**
- **More profitable**



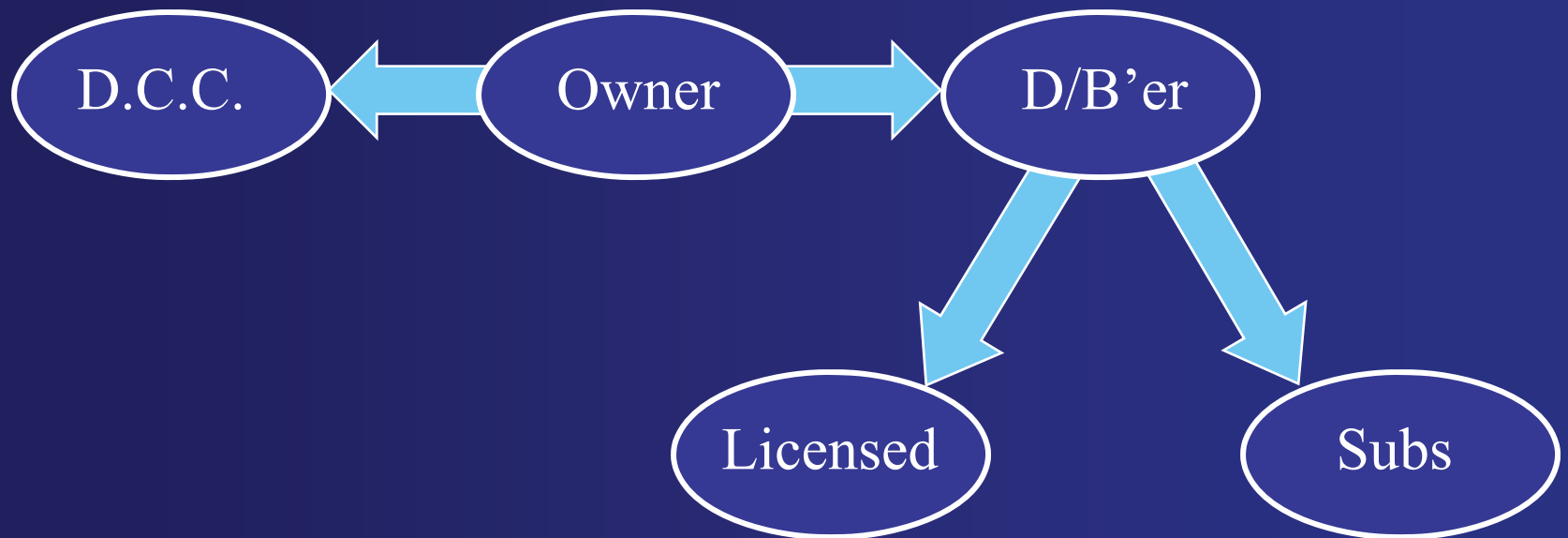
# Design Criteria Consultants

- Florida
- Consultants' Competitive Negotiation Act



# Design Criteria Consultants

- The Florida Model
  - Design Criteria Consultant



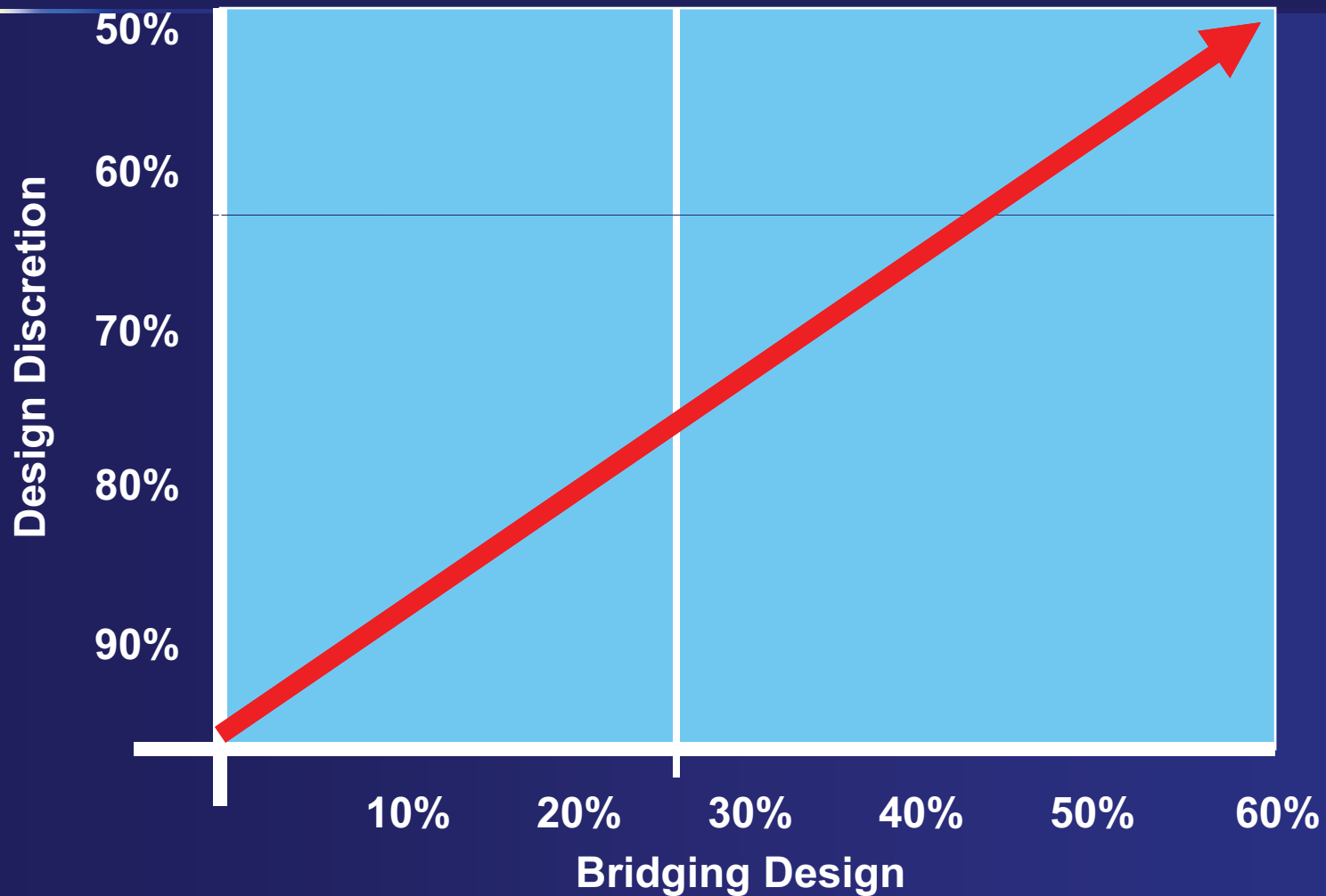
# Design Criteria Consultants

- “Design Criteria Professional”
  - (licensed A/E)
- “Performance-Criteria Developer”
  - Nebraska, South Dakota, West Virginia
- Prepares the Design Criteria Package
- And the Request for Proposal (RFP)
- Assist in Selection (in some states)

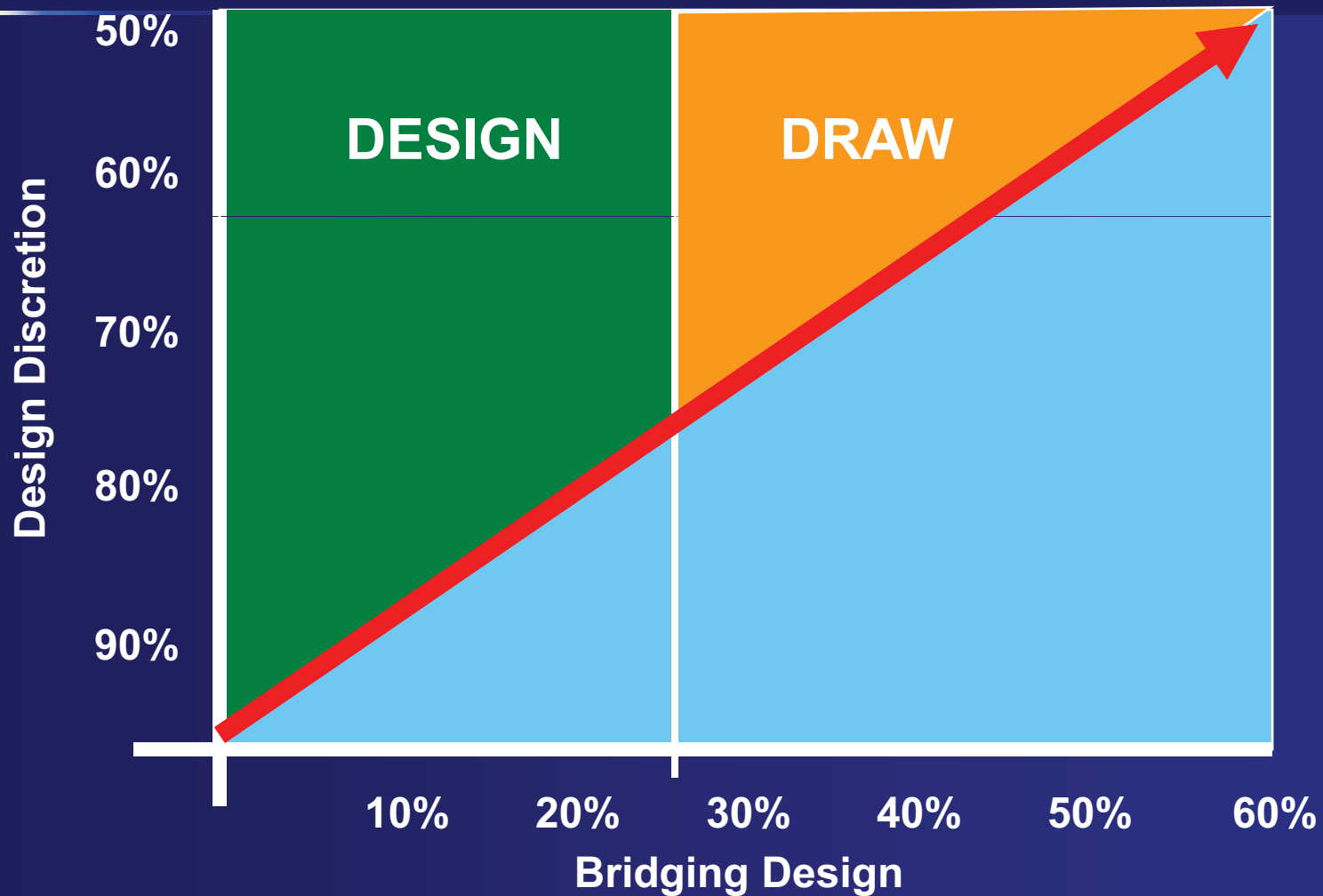
# Varying Completeness of Bridging Documents

5% to 15%	Alameda Corr. Transp. Auth.
10%	Florida DOT
10% to 20%	Arizona DOT
10% to 40%	Ohio DOT
15%	Utah DOT
20%	New Jersey DOT
30%	Utah Transit Authority
30% to 40%	Washington State DOT
35%	NAVFAC
35%	Transp. Corridor Agencies

# More Design = Less Discretion



# More Design = Less Discretion



# Lloyd D. George U.S. Courthouse

Las Vegas, NV

407,000 s.f.

Extensive Bridging



# Selection Laws

- Selection of a design-criteria consultant
- QBS
- Qualifications-Based Selection



# Bridging Consultant Barred from D-B team

- Prevent an unfair competitive advantage
- Divided loyalties
- Statutes, Regs and Case Law



# Fla. Stat. § 287.055

- “A design criteria professional who has been selected to prepare the design criteria package ***is not eligible*** to render services under a design-build contract executed pursuant to the design criteria package.”

# S. D. Cod. Laws § 5-18-32

- “The performance criteria developer **may not submit** a proposal to enter into the design-build contract and the design-builder may not delegate or contract services under the design-build contract to the performance criteria developer.”

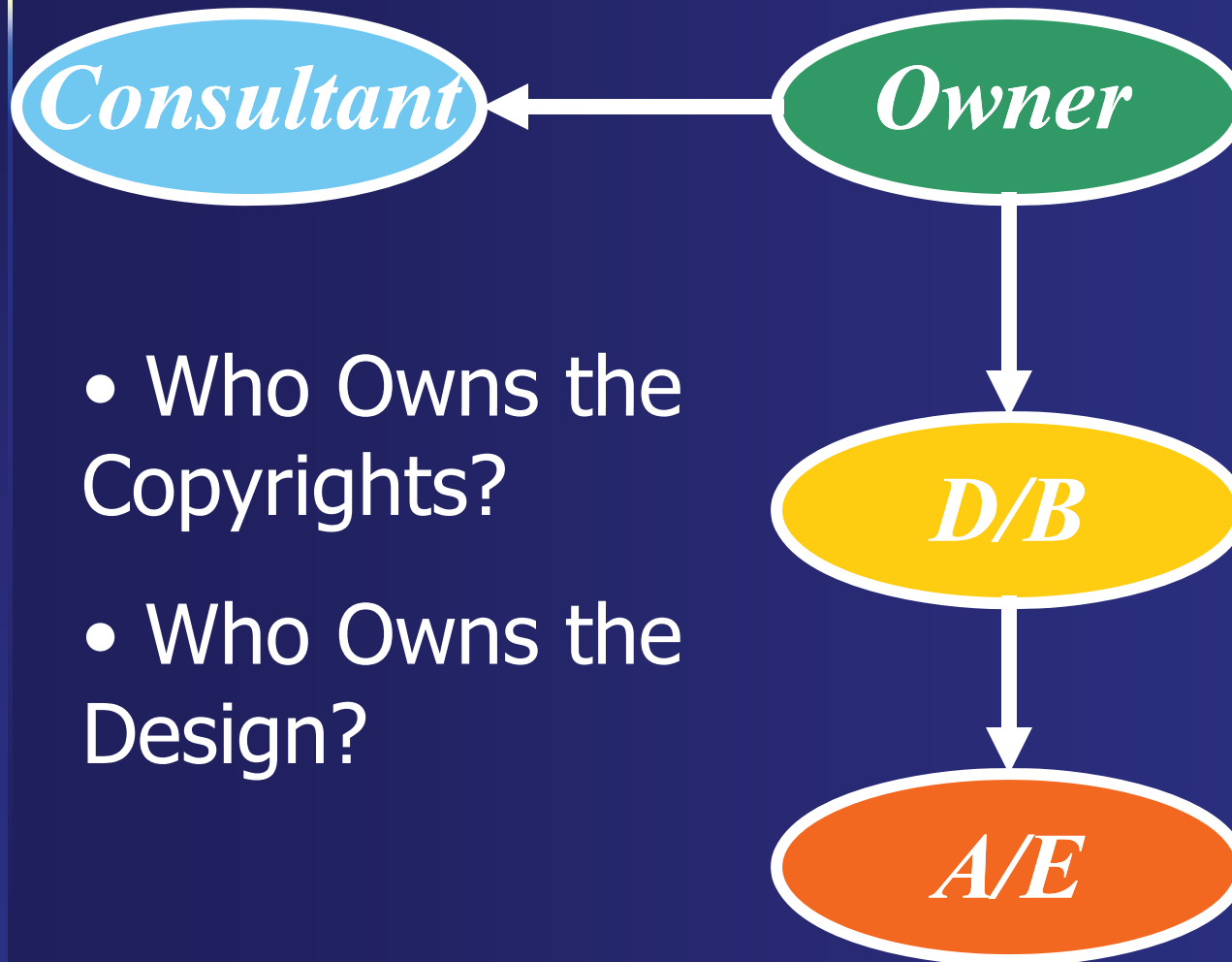
## W. Va. Code § 5-22A-8 (a)

- The performance criteria developer is **“disqualified”** from submitting a proposal and no design-builder may delegate services to the performance criteria developer.

# FAR part 9.505-2

- “If a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services
- or provides material leading directly, predictably, and without delay to such a work statement
- **that contractor may not supply the system, major components of the system or the services [with certain exceptions]”.**

# Ownership and Copyrights



- Who Owns the Copyrights?
- Who Owns the Design?



# Ownership and Copyrights

- Bridging consultant is aware that another design professional will use its preliminary design to complete the project
- Needs to grant a license to use
  - To Design-Builder
  - And its Design Professional(s)

## B142, Par. 3.2.1



- Drawings, specifications are Instruments of Service for use solely with respect to the Project
- **“The Consultant** and its sub-consultants shall be deemed the authors and owners of their respective Instruments of Service and **shall retain all common law, statutory and other reserved rights, including copyrights.”**

# B142, Par. 3.2.1



- Consultant grants Owner a **license** to reproduce and use the documents, **“including the Project's further development by the Owner and others retained by the Owner for such purposes, including the Design-Builder and the Design-Builder's design professionals.”**
- License extends specifically to the design-builder and its design professionals.

# Who Is The A/E of Record?

- Firm who does the bridge package?
- Or firm who does the remaining 70% or so of the design work?
- AIA Ethics rules



AIA Los Angeles

A Chapter of The American Institute of Architects

AIA/LA Gold Medal

Who's Name Goes Here?

*In honor and recognition of your work which spans four decades, each building a landmark within each context. The Gold Medal also recognizes your role as one of Los Angeles' leading architects and the important contribution you have made through teaching and inspiring other architects and designers.*

"Providing Leadership in the Built Environment:"



Thomas R. Vreeland, FAIA

10/30/03

Date

# Who Is The A/E of Record?



**Bridging Design  
Consultant**



**Design-Builder's  
Architect**

# Risk Assessment and Contractual Solutions

- Setting the Stage
- Preparing for the Negotiation of the Bridging Design Consulting Agreement

 **AIA** Document B142™ – 2004

*Standard Form of Agreement Between Owner and Consultant where the Owner contemplates using the design-build method of project delivery*

AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_  
*(In words, indicate day, month and year)*

BETWEEN the Owner:  
*(Name, address and other information)*

and the Consultant:  
*(Name, address and other information)*

For the following Project:  
*(Name, location and detailed description)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

The Owner and Consultant agree as follows:

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# Risk Assessment and Contractual Solutions

- First Contract Negotiation Session
- Controversial or Normally Contested Issues
- Drafting the Owner/Bridging Design Consultant Agreement

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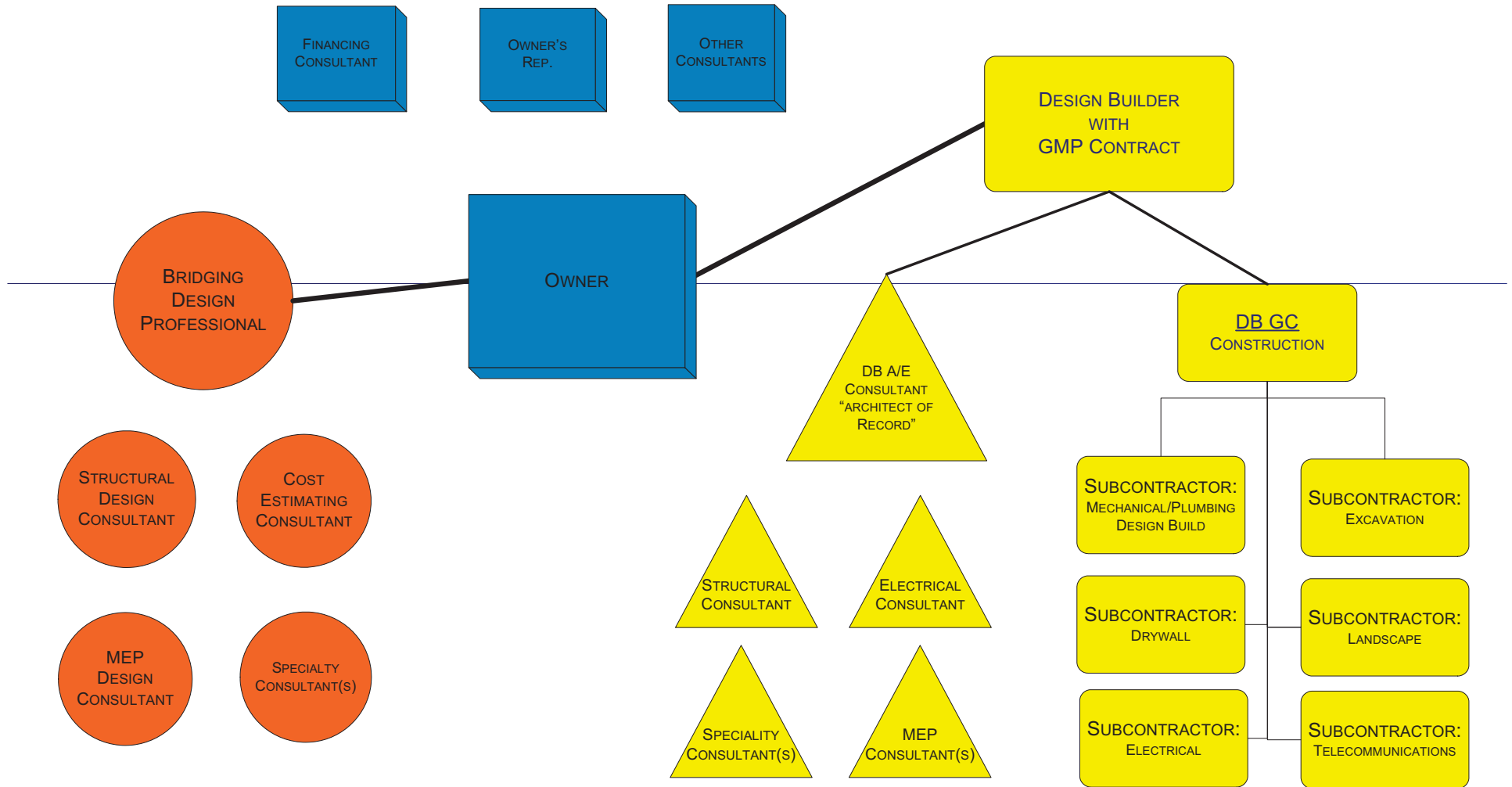
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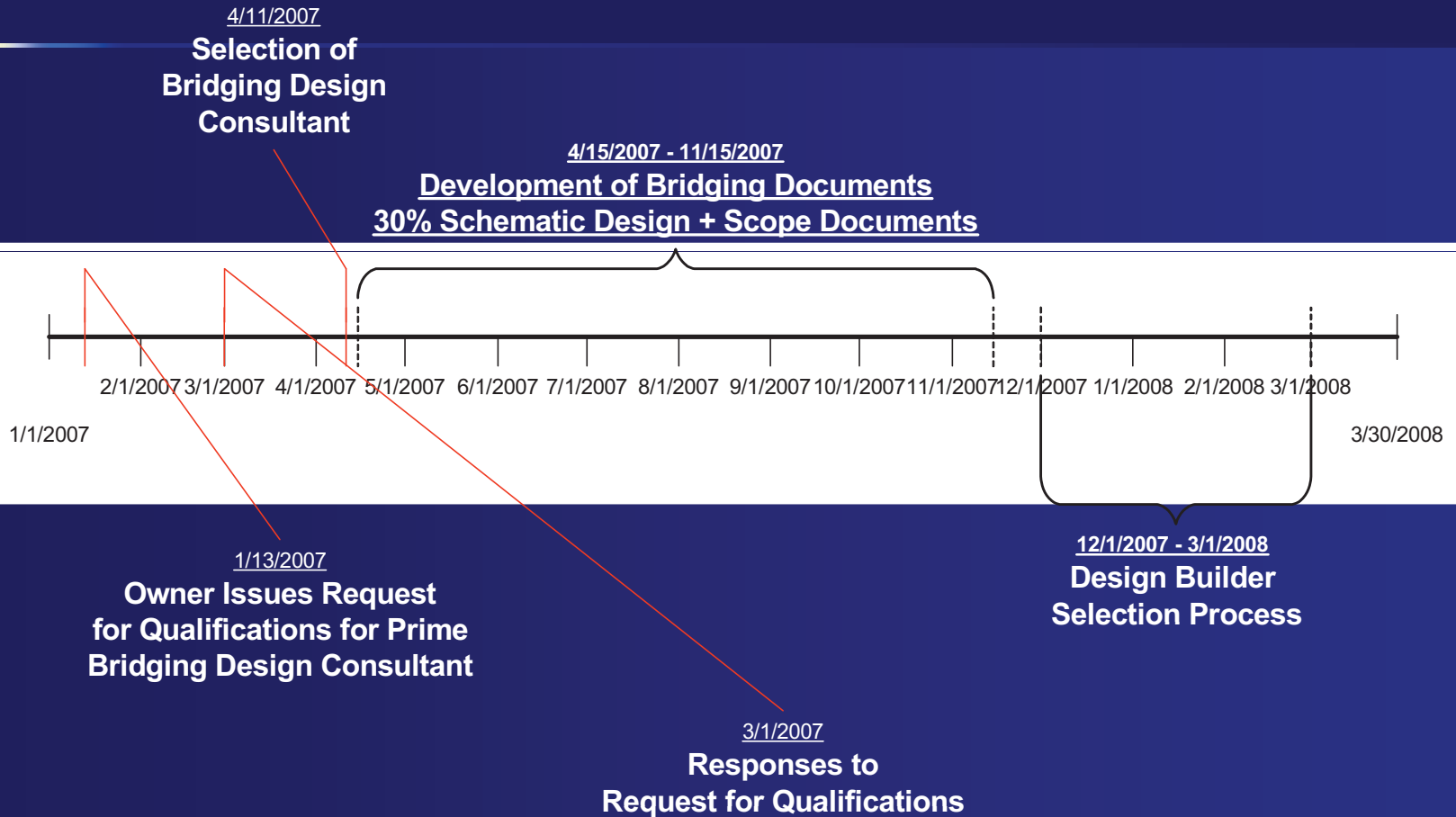
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# BRIDGING DESIGN-BUILD

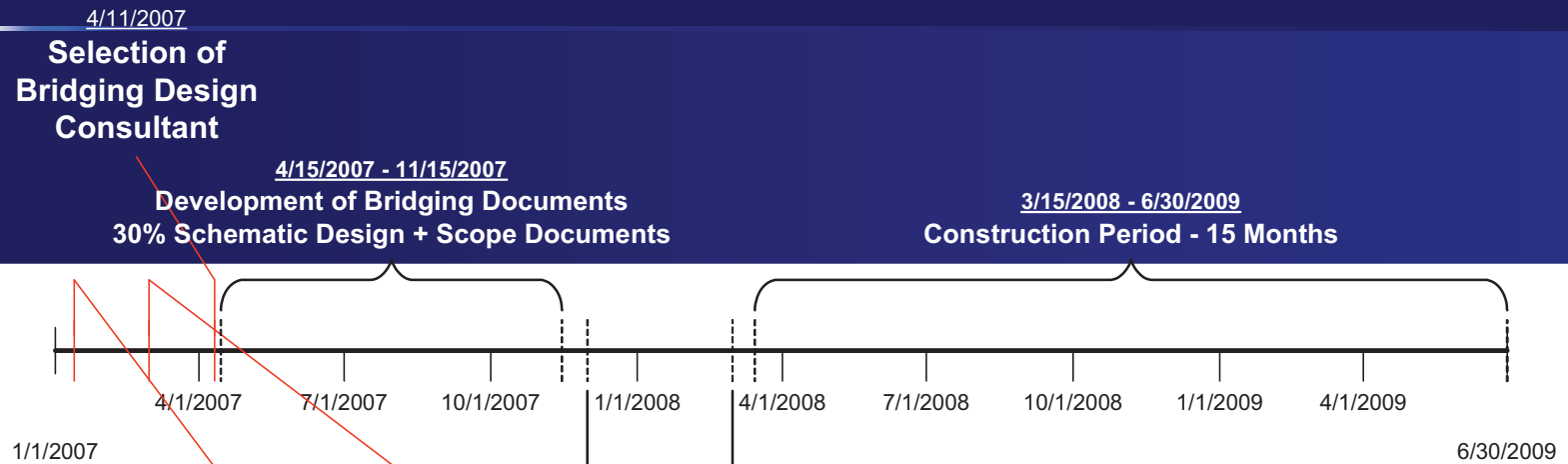
## TYPICAL PROJECT ROLES AND RELATIONSHIPS



# Hypothetical Timeline Bridging Design-Build Team Selection through DB Selection Process



# Hypothetical Timeline Bridging Design-Build Team Selection through Completion of Construction



1/13/2007  
**Owner Issues Request  
for Qualifications for Prime  
Bridging Design Consultant**

12/1/2007 - 3/1/2008  
**Design Builder  
Selection Process**

3/1/2007  
**Responses to  
Request for Qualifications**

# Setting the Stage

- Lawyer must understand
- 1. What will be needed to negotiate and draft an appropriate set of documents
- 2. The Client's expected scope of work and the Bridging Design-Build process
- 3. What the Bridging Design Consultant should (will) not do



# Examples of Exclusions from Scope of Work

- The Consultant:
  - Will not serve as the “architect or engineer of record” for the Project
  - Will receive but not formally review or “approve” any shop drawings or submittals
  - Will not produce any “for construction” drawings for the Project
  - Will not produce any detailed construction level specifications

# Preparing for the Negotiation of the Consultant Agreement

- Goals of the Bridging Design Consultant's Counsel
- Confer with Bridging Design Consultant to prepare for contract negotiations



# Preparing for the Negotiation of the Consultant Agreement

- Based upon meeting with the Client and review of materials:
- 1. develop "list" of issues that need to be discussed "in concept" at early negotiation sessions
- 2. take list to meeting



# Goals of the Bridging Consultant's Counsel

- Anticipate, identify and assess actual and potential risks to your Client that you feel will or may be associated with the Project
- Present ways to the Client for it to reasonably and appropriately manage, disclaim, limit, share and allocate the risk among the Parties to the Consultant/Owner Agreement

# Confer with Bridging Consultant to Prepare for Negotiations

- Listen and let the Client describe the Project and its role in it to you



# First Contract Negotiation Session

- Owner, Bridging Design Consultant and their Lawyers – face to face
- Positive, business like, avoid disputes
- Get some issues addressed and get a feel for how it will go



# First Contract Negotiation Session (cont'd)

- This is a concept discussion – not a drafting meeting
- Big picture or meeting overview issues
- Contract concept issues

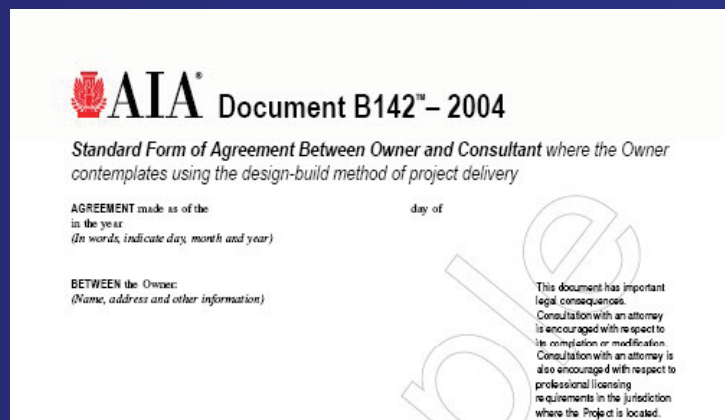


# The “Big Picture” Meeting Overview Issues

- We want to discuss the Project, scope of work, time or performance and general contract issues
- Architect or Engineer of Record
- Who will produce the first draft of the proposed agreement – wait until the end unless the other side brings it up first
- What is the time period for completion of contract and commencement of work
- Do you want to enter into a preliminary work letter in order to get your client started?

# Contract Concept Issues

- How will professional liability insurance be handled?
- Form of document to be used for the Owner/Consultant Contract
- Who will prepare the first draft?



# Contract Concept Issues

- Dispute Resolution
- Standard of care scope
- Limitations of preliminary design
- Shop drawings and submittals
- Change orders

# The Common Controversial Issues

- Copyright and ownership of documents
- Limitation or allocation of liability for Bridging-Design Consultant

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*(In words, indicate day, month and year)*

in the year \_\_\_\_\_

**BETWEEN the Owner:**  
*(Name, address and other information)*

and the Consultant:  
*(Name, address and other information)*

For the following Project:  
*(Name, location and detailed description)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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# The Common Controversial Issues

- Consequential damages
- Warranties – express or implied
- Indemnity and cross indemnity

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# Drafting the Owner/Consultant Agreement

- The importance of the first draft
- Draft carefully and comprehensively
- Plan on meeting in person to discuss the first few drafts
- Do not slip into e-mail mode too quickly

# Drafting the Owner/Consultant Agreement

- Remember – these documents must properly **“serve and protect”** your client for many years



2007



# Design-Build Conference And EXPO

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Bridging Documents - How Do They Alter  
The Liability of Design-Build Participants – Part 2

**October 30 – November 2, 2007**  
**Dallas, Texas**



## Bridging Documents And Conflicts Between Performance And Prescriptive Specifications Can Cause Project Tension And Disputes

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- Disputes Concerning Who Controls The Design
- Disputes Concerning Design Liability
- Disputes Concerning Project Scope



# Definitions

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- Bridging Documents
  - Documents Prepared by A/E-1 That Are Fairly Developed And Define Owner's Design Objectives
  - Design-Builder Is Asked To Complete Design And Assume Responsibility For The Completed Design
  - Draw-Build Not Design-Build



# Why Are Bridging Documents Used?

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- Owner Believes It Levels The Playing Field
- Which In Turn, Results In More Competitive Proposals
- Allows The Owner To Exercise Control Over The Project's Design (Scope And Aesthetics)
- Distrust Of The Design-Builder
- Best of Both Worlds – Control The Design and Transfer The Risk



## RFP Language Expressing The Owner's Philosophy For The Use Of And Interpretation Of Bridging Documents

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- These Bridging Documents Are Conceptual In Nature And Are Only Intended To Depict The Overall Intent Of The Project In Terms Of General Design Concept, The Volume Of The Building, The Major Architectural Elements, And Describe The Required Performance Of The Civil, Structural, Mechanical, Plumbing, Fire Protection, Electrical And Other Systems. As Bridging Documents They Are Preliminary In Nature, Are Not Fully Coordinated And Are Not Intended To Indicate Or Describe The Scope Of Work Required For The Full Performance And Completion Of The Project.



## RFP Language Expressing The Owner's Philosophy For The Use Of And Interpretation Of Bridging Documents (Continued)

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- The D-B Contractor And Its Consultants Shall Be The Architect/Engineers Of Record And As Such, Responsible For Complying With All Code, Regulations, Government Requirements And Industry Standards And Shall Be Responsible For The Proper Execution, Completion And Turnover Of The Work.



# Yet, RFP Often Includes Language Dictating The Specifics Of The Design

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- Prescriptive Requirements: Where Specifications Require Products That Are Produced Using Specified Ingredients And Components, Including Specific Requirements For Mixing, Fabricating, Curing, Finishing, Testing And Similar Operations In The Manufacturing Process, Provide Products Produced In Accordance With The Prescriptive Requirements That Otherwise Comply With Contract Requirements.



# Prescriptive v. Performance Specifications

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- Prescriptive Specifications Define Precise Requirements The Design-Builder Has To Provide
- Example of Prescriptive Specification:
  - Design-Builder Is To Provide Precast Columns, Fabricated To Profiles and Dimensions Shown, Fabricated From the Aggregate Mix Specified Herein.



# Prescriptive v. Performance Specifications

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- Performance Specifications – Specify The Results Or Objectives The Owner Wants The Project To Achieve Without Specifying The Method Of Achieving The Objective
- Design-Builder Has Flexibility In Its Design So Long As Performance Objectives Are Achieved
  - Example:
    - Design-Builder Is Required To Design And Fabricate The Skylight To Meet Certain Pressure And Live Loads



# Prescriptive v. Performance Specifications

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- Often Specifications Are A Mixed Bag:
  - Design-Builder Is To Design And Fabricate Aluminum Windows To Withstand Certain Pressures and Loads
  - Aluminum Extrusions, Sheets, And Plates Have To Be The Shapes As Shown And Be Finished With A Fluoropolymer Resinous Coating



# Whether It Is Bridging Documents Or Prescriptive Specifications The Issues Are The Same

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- Who Assumes Responsibility For Errors Or Deficiencies Contained In The Bridging Documents Or Prescriptive Specifications?
- Will The Courts Enforce Disclaimers Attempting To Transfer Liability For Errors Contained In The Bridging Documents Or Prescriptive Specifications?



# Whether It Is Bridging Documents Or Prescriptive Specifications The Issues Are The Same (Continued)

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- How Much Flexibility Does The Design-Builder Have In Completing The Design?
- What Scope Does The Design-Builder Owe When The Specifications Are A Combination Of Prescriptive And Performance Specifications And There Are Conflicts Between The Two?



# Relevant Legal Principles And Cases

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- First, Ambiguous Contracts Will Be Interpreted Against The Contract Drafter
- United States Government v. Spearin, 248 U.S. 132 (1918)
- Not A Design-Build Case, But Clearly Relevant
- Owner Impliedly Warrants The Adequacy Of Prescriptive Specifications Furnished To The Contractor
- Thus, Project Owner's Are Liable For Costs Incurred By A Contractor Due To Defects In The Owner's Design
- Owner May Have Recourse Against Its Designer



# M.A. Mortenson Company

## ASBCA No. 33378, June 30, 1993

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- Design/Builder Seeks an Equitable Adjustment Under Changes Clause For Providing Increased Quantities Of Structural Concrete And Reinforcing Steel.
- Corps Awarded A Firm Fixed Price Design/Build Contract For A Medical Clinic
- The Corps' Designer Completed The Design To 35% Complete
- Designer/Builder As Part Of Its Proposal Took Off The Quantities Of Structural Concrete And Reinforcing Steel



# M.A. Mortenson Company

## ASBCA No. 33378, June 30, 1993

### (Continued)

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- Design/Builder Under Design Phase Was To “Verify and Validate The Accuracy Of The Preliminary Design Information And Submit Completed Design Documents”
- Question For The Board Was Whether Government Warranted The Adequacy Of Information On Project Drawings
- Board Found It Was Reasonable For Design/Builder To Rely On Information In The Preliminary Design



# M.A. Mortenson Company

## ASBCA No. 33378, June 30, 1993

### (Continued)

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- The RFP Stated Minimum Requirements For The Project Are Stated In Project Drawings
- Also RFP Stated Drawings Are Provided As Guidance
- RFP Did Not Contain Any Disclaimer
- As A Result The Board Refused To Read The Changes Clause Out The Contract



## White v. Edsall Construction CO., Inc., 296 F. 3d 1081 (Fed. Cir. 2002)

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- U.S. Court of Appeals Affirmed Decision Of The ASBCA That Spearin Doctrine Applied To A Design-Build Project Notwithstanding A Disclaimer On the Drawings
- Drawings In The RFP Showed Cables Attached To Hanger Doors At 3 Pick Points
- Canopy Door Details, Arrangements, Loads, Attachments, Supports, Brackets, Hardware Etc. Must Be Verified By The Contractor Prior To Bidding. Any Conditions That Will Require Changes From The Plans Must Be Communicated To The Architect For His Approval Prior To Bidding And All Costs Of Those Changes Must Be Included In The Bid Price.



White v. Edsall Construction CO., Inc.,  
296 F. 3d 1081 (Fed. Cir. 2002)  
(Continued)

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- Design-Builder Discovered After Contract Award That The Three-Pick Point Design Was Not Feasible And Claimed Additional Costs Associated With A Four-Pick Point Design
- Court Cited Spearin And Stated When The Government Provides A Design-Builder With Prescriptive Specifications, The Government Impliedly Warrants That The Specifications Are Free From Defects.
- Implied Warranty Does Not Apply To Performance Specifications



White v. Edsall Construction CO., Inc.,  
296 F. 3d 1081 (Fed. Cir. 2002)  
(Continued)

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- As For The Disclaimer, The Court Held:
  - The General Disclaimer Did Not Overcome The Level Of Detail In the Design And Implied Warranty
  - Disclaimer Requires Contractors To Clarify Patent Ambiguities, But Did Not Transfer The Risk of Design Flaws To The Design-Builder
  - Government Could Have Avoided Design Liability By Providing A Performance Specification Or a More Specific Disclaimer



Donahue Electric, Inc. VABCA No. 6618, 2003-1  
BCA (CCH) ¶32, 129 (2002)

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- Addressed Liability For Bridging Documents
- In A Competitive Bid Environment, Proposers Can Rely On Owners Design And Do Not Assume Risk Of Finding Defects
- VA's Engineer Specified The Installation Of VA Furnished Sterilizer By Steris
- VA Provided 50% Design That Specified The Particular Requirements Of The Boiler
- After Contract Award, The Design-Builder Determined That The Specified Boiler Would Not Satisfy The Requirements Of The Steris Equipment



Donahue Electric, Inc. VABCA No. 6618, 2003-1  
BCA (CCH) ¶32, 129 (2002)  
(Continued)

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- Design-Builder Had To Use Larger Boiler At Increased Cost
- VA Argued Design-Builder Had Total Design Responsibility And Had No Right To Rely On 50% Design
- VABCA Rejected The VA's position
- Specifications Included In A Design-Build Contract, However, To The Extent Specific Requirements, Quantities And Sizes Are Set Forth In Those Specifications, Place The Risk Of Design Deficiencies On The Owner. Thus, the VA Reassumed The Risk And Warranted The Accuracy Of The Specifications With Regard To The 196 LB/hr Boiler Output.



Donahue Electric, Inc. VABCA No. 6618, 2003-1  
BCA (CCH) ¶32, 129 (2002) (Continued)

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- Moreover, the VABCA stated the “Information Only” Note On The Drawings Was Inconsistent With The Design-Builder’s Expectation That It Could Use The 50% Drawings
- The VABCA Noted That The VA Did Not Explain How A Bidder Would Not Use The 50% Design Unless A Bidder Completely Designed The Project Prior To Bid
- Finally, The VA Could Have Avoided Liability By Using A Performance Specification



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BCA (CCH) ¶32, 129 (2002) (Continued)

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- The VA Could Simply Have Stated, 'Install The Steris 3400 GFP Sterilizer And A Boiler To Operate It.' Such A Specification Would Have Made Donahue Responsible For Choosing A Boiler That Would Properly Operate The Sterilizer. When, As Here, The VA Specifies a 196 LB/hr Boiler, Absent Actual Knowledge To The Contrary A Bidder May Rely On that Information



# Best Practices

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- Use Performance Specifications To The Extent Possible
  - Design-Builder Will Provide More Innovative Solutions
  - Design-Builder Will Assume Responsibility For The Adequacy Of The Design
- If Performance Specifications Are Used, The Owner Can Protect Its Interests Through A Comprehensive Design Review Process



# Best Practices

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- Design-Builder And Owner Shall, Consistent With Any Applicable Provision Of The Contract Documents, Agree Upon Any Interim Design Submissions That Owner May Wish To Review, Which Interim Design Submissions May Include Design Criteria, Drawings, Diagrams And Specifications Setting Forth The Project Requirements. On Or About The Time Of The Scheduled Submissions, Design-Builder And Owner Shall Meet And Confer About The Submissions, With Design-Builder Identifying During Such Meetings, Among Other Things, The Evolution Of The Design And Any Significant Changes Or Deviations From The Contract Documents, Or, If Applicable, Previously Submitted Design Submissions. Minutes Of The Meetings Will Be Maintained By Design-Builder And Provided To All Attendees For Review. Following The Design Review Meeting, Owner Shall Review And Approve The Interim Design Submissions In A Time That Is Consistent With The Turnaround Times Set Forth In Design-Builder's Schedule.



# Best Practices

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- If Bridging Documents Are Used, Make Them Preliminary In Nature And Avoid Overly Prescriptive Requirements
- Allow The Design-Builder To Deviate From Baseline Requirements By Providing Alternative Technical Proposals
- If Detailed Bridging Documents Or Prescriptive Requirements Are Provided Take Responsibility For What You Provide So That Design-Builder Does Not Include Contingencies In Bid.



# Best Practices

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- If The Intent Is To Transfer Design Responsibility For What Is Prescribed In The Bridging Documents, Make Sure That Intent Is Clearly Conveyed
- Give The Design-Builder Sufficient Time To Prepare Its Proposal
- Provide Design-Builder With A Stipend For Its Efforts
- Design-Builder Needs To Protect Itself In Its Pricing And Dedicate The Resources In Its Pre-Award Design Effort



# Best Practices

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- Design-Build Collaborative Model
  - Design-Builder Develops A Set Of Assumptions And Qualifications
  - Design-Builder Limits Responsibility For Design Assumptions Furnished By Owner Or Its Consultants
  - Design-Builder Works With Owner's Consultants And Then Retains Owner's Consultants When It Is Awarded The Contract