

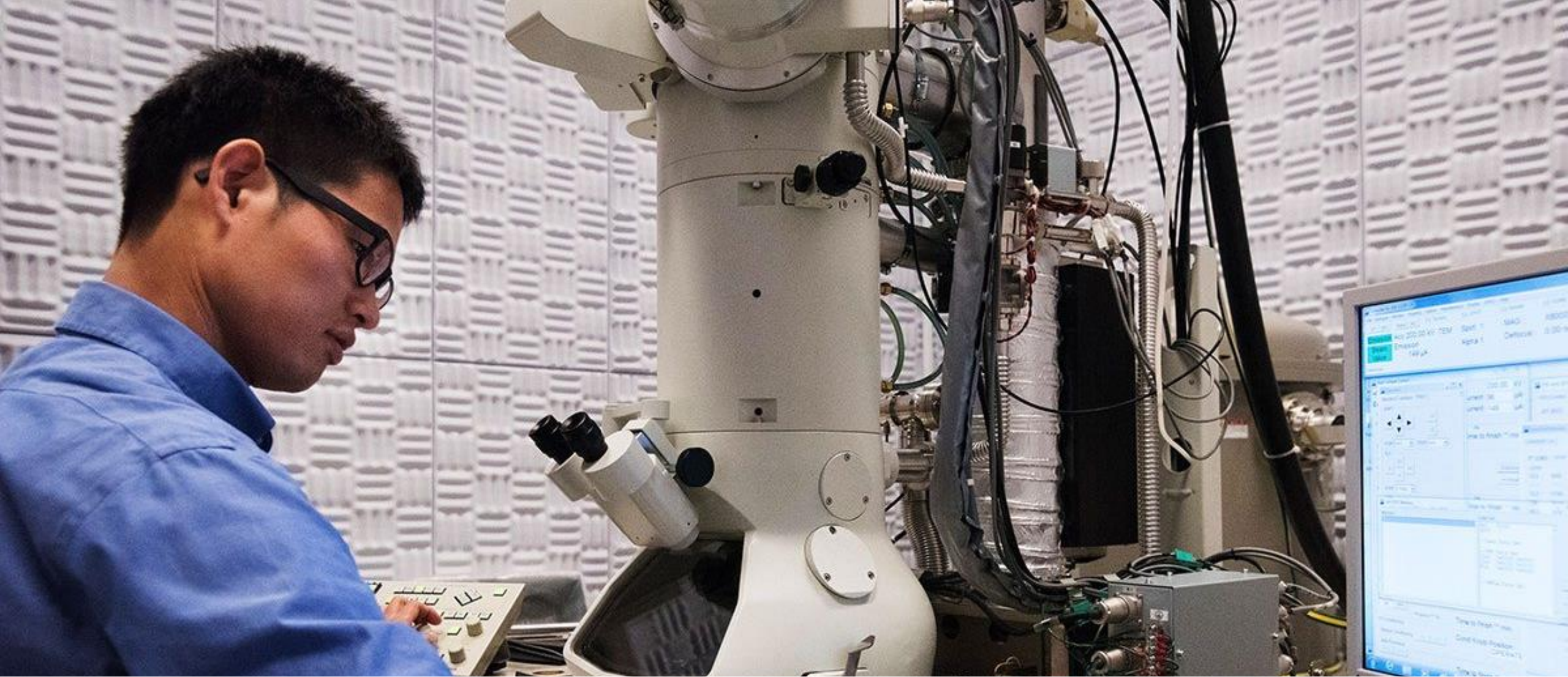


ANOTHER TOOL IN THE TOOLBOX

HOW PROGRESSIVE DESIGN-BUILD COMPARES TO
CONSTRUCTION MANAGER AT RISK
AND DESIGN-BID-BUILD



HASKELL



**UNIVERSITY OF CALIFORNIA IRVINE
TRANSMISSION ELECTRON MICROSCOPE FACILITY
2018 DESIGN-BUILD NATIONAL AWARD OF EXCELLENCE - ENGINEERING**



DESIGN-BUILD INSTITUTE OF AMERICA



**WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD CULTURAL CENTER
2018 DESIGN-BUILD NATIONAL AWARD OF EXCELLENCE - ARCHITECTURE**





**WASHINGTON STATE UNIVERSITY
THE SPARK: ACADEMIC INNOVATION HUB
2018 DESIGN-BUILD NATIONAL AWARD OF EXCELLENCE - PROCESS**





**CITY OF BELLFLOWER
MAYNE EVENTS CENTER & FIRE MUSEUM
2018 DESIGN-BUILD NATIONAL AWARD OF EXCELLENCE, MERIT – CIVIC BUILDINGS**





**UNIVERSITY OF CALIFORNIA IRVINE
UNIVERSITY EXTENSION CLASSROOM BUILDING**

2018 DESIGN-BUILD NATIONAL AWARD OF EXCELLENCE, MERIT – EDUCATIONAL FACILITIES





**SOLANO COMMUNITY COLLEGE
BIOTECHNOLOGY & SCIENCE BUILDING
2018 DESIGN-BUILD NATIONAL AWARD OF MERIT – EDUCATIONAL FACILITIES**



A BRIEF HISTORY LESSON



DATING BACK 5,000 YEARS A DESIGN-BUILD PROFESSIONAL, KNOWN AS A MASTERBUILDER, WAS RESPONSIBLE FOR THE ENTIRE BUILT ENVIRONMENT

NAH, I'M GOING TO JUST FOCUS ON THE DESIGN, YOU FIGURE OUT HOW TO BUILD IT



IN THE 20TH CENTURY, SIR JOHN SOANE, FATHER OF THE MODERN ARCHITECTURE PROFESSION, ARROGANTLY INSISTED THAT THE ARCHITECT COMPLETELY SEPARATE HIMSELF FROM THE BUILDING ACTIVITY.



TODAY, WE HAVE SEEN A SHIFT BACK TO THE ORIGINAL "MASTERBUILDER" MINDSET. OWNERS ARE UNDERSTANDING THE BENEFITS BY UTILIZING A PROGRESSIVE DESIGN-BUILD APPROACH TO THEIR PROJECTS.

EVOLUTION OF THE SCREWDRIVER



THE FLATHEAD SCREWDRIVER
-CIRCA 1700'S-



THE PHILLIPS SCREWDRIVER
-CIRCA 1930'S-



THE IMPACT SCREW GUN
-CIRCA 1970'S-

EVOLUTION OF COCA COLA



DESIGN-BUILD KEY DEVELOPMENTS

A horizontal timeline arrow starting from the left and pointing to the right, divided into four segments by three arrowheads. The segments are colored blue, orange, green, and purple from left to right.

1989

CCNA AMENDED TO
PERMIT PUBLIC
SECTOR DESIGN-BUILD
PROCUREMENT

1993

DBIA WAS FOUNDED,
ADVOCATING
CONSISTENT PUBLIC
POLICY FOR
DESIGN-BUILD

1994

DBIA CREATES A
FAMILY OF DOCUMENTS
KNOWN AS THE
MANUAL OF PRACTICE

1997

CCNA AMENDED
TO PERMIT
QUALIFICATIONS
BASED SELECTION

PROCUREMENT METHODS

CONTRACTUAL RELATIONSHIPS
PROCUREMENTS
RISK SHIFT

DESIGN
BID
BUILD

CONSTRUCTION
MANAGER
AT RISK

DESIGN-BUILD

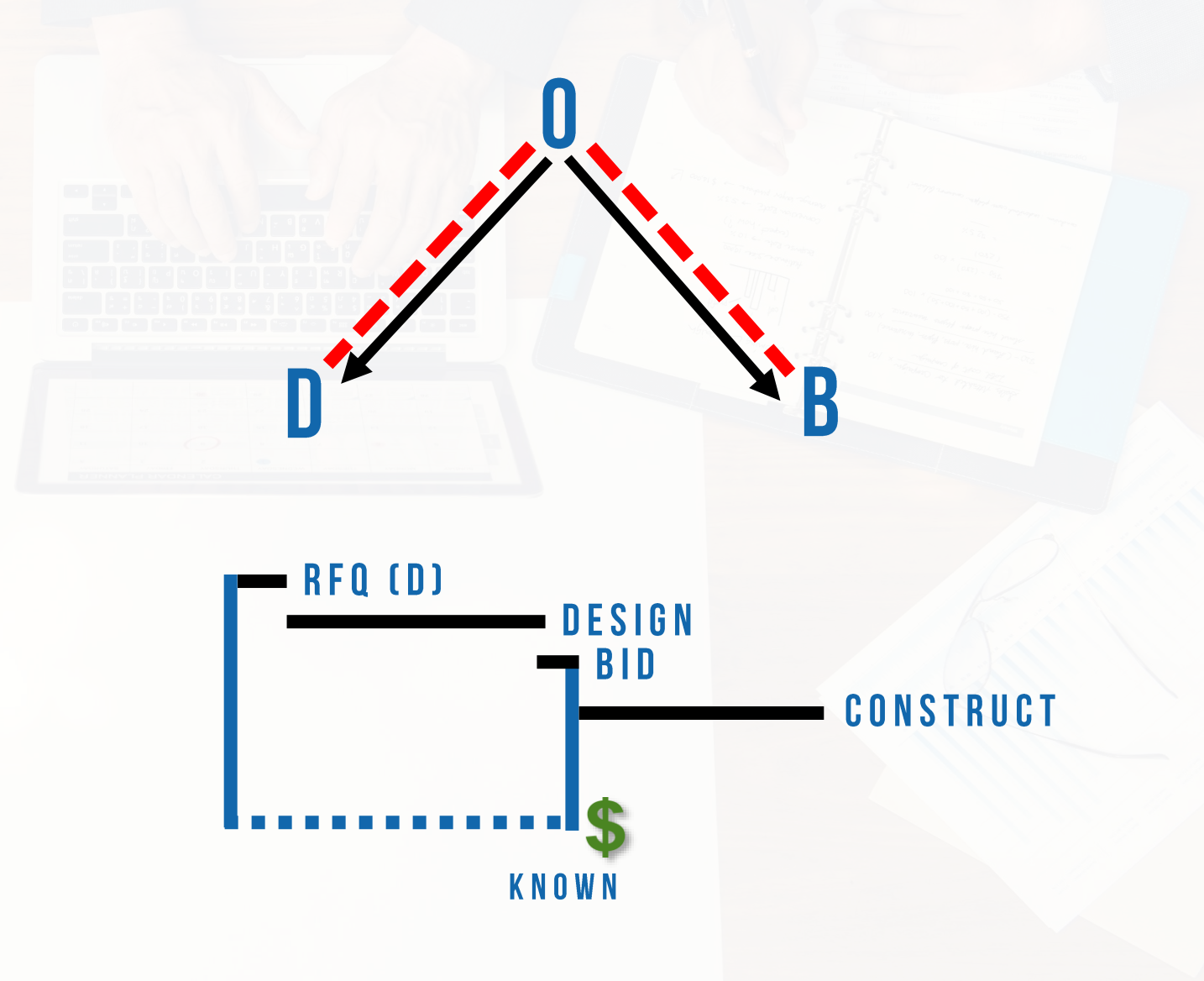
PROGRESSIVE
DESIGN-BUILD

DESIGN BID BUILD

“DBB” | “TRADITIONAL” | “HARD BID”

PROCUREMENT METHODS

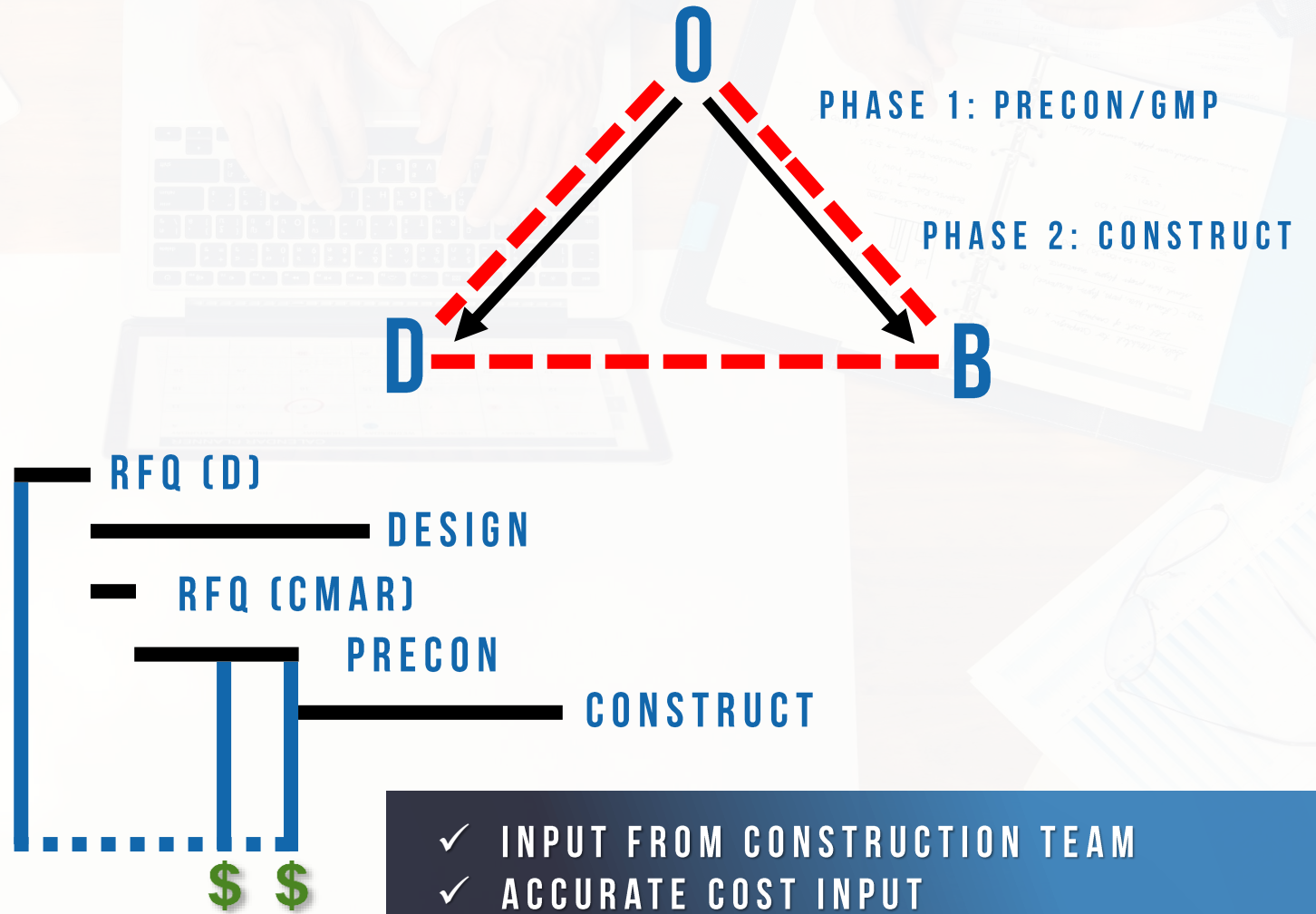
CONTRACTUAL RELATIONSHIPS
PROCUREMENTS
RISK SHIFT



PROCUREMENT METHODS

CONTRACTUAL RELATIONSHIPS
PROCUREMENTS
RISK SHIFT

CMAR CONSTRUCTION MANAGER AT RISK



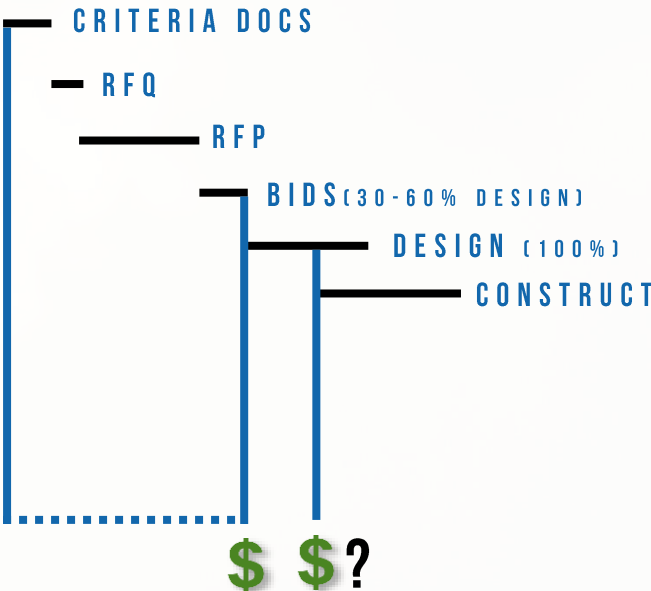
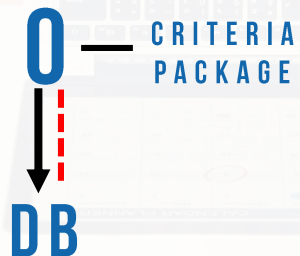
DESIGN-BUILD

PROCUREMENT METHODS

CONTRACTUAL RELATIONSHIPS
PROCUREMENTS
RISK SHIFT

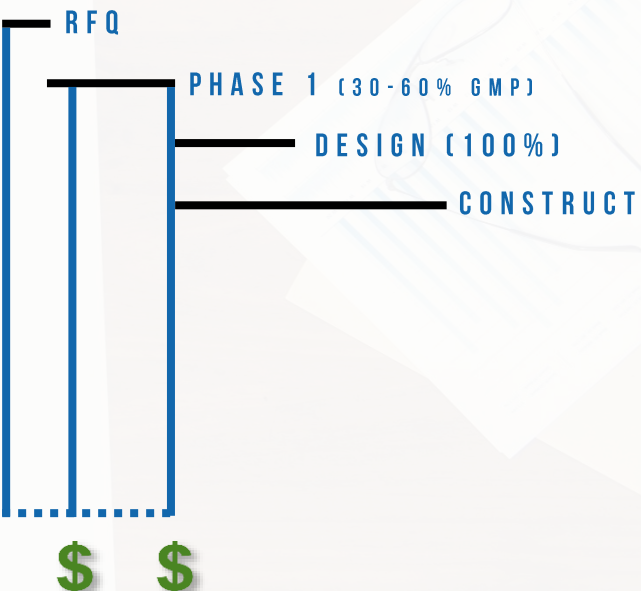
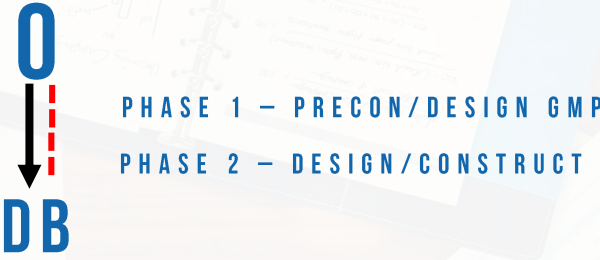
F.P.

FIXED PRICE
LUMP SUM DB
TECH & PRICE



P.D.B.

QUALS DB
PROGRESSIVE DB
PHASED DB



SPEARIN DOCTRINE

THE CASE: UNITED STATES V. SPEARIN, 248 U.S. 132 (U.S. 1918)

SPEARIN CONTRACTED TO BUILD FOR \$ 757,800 A DRY-DOCK AT THE BROOKLYN NAVY YARD IN ACCORDANCE WITH PLANS AND SPECIFICATIONS WHICH HAD BEEN PREPARED BY THE GOVERNMENT

IF THE CONTRACTOR IS BOUND TO BUILD ACCORDING TO PLANS AND SPECIFICATIONS PREPARED BY THE OWNER, THE CONTRACTOR WILL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF DEFECTS IN THE PLANS AND SPECIFICATIONS

THE INSERTION OF THE ARTICLES PRESCRIBING THE CHARACTER, DIMENSIONS AND LOCATION OF THE SEWER IMPORTED A WARRANTY THAT, IF THE SPECIFICATIONS WERE COMPLIED WITH, THE SEWER WOULD BE ADEQUATE.

WHEN AN OWNER PRESCRIBES THE CHARACTER, DIMENSIONS, AND LOCATION OF THE WORK, AND DIRECTS THE CONTRACTOR TO FOLLOW THOSE INSTRUCTIONS, THE OWNER, NOT THE CONTRACTOR, ASSUMES THE RISK THAT THE INSTRUCTIONS ARE ADEQUATE AND WILL ACHIEVE THE DESIRED RESULT.

SPEARIN DOCTRINE

THE CASE: UNITED STATES V. SPEARIN, 248 U.S. 132 (U.S. 1918)

MAIN TAKEAWAYS:

- 1. IF A HOUSE OF CARDS BUILT ACCORDING TO THE OWNER'S PRESCRIPTIVE INSTRUCTIONS COLLAPSES, THE CONTRACTOR IS NOT IN BREACH AND ADDITIONAL PERFORMANCE IS EXCUSED UNLESS THE CONTRACTOR RECEIVES A CHANGE ORDER**
- 2. IF THE PLANS HAVE TO BE CHANGED, THE CONTRACTOR IS ENTITLED TO A CHANGE ORDER FOR ADDITIONAL COSTS**
- 3. IF THE OWNER REFUSES TO ISSUE A CHANGE ORDER, THE CONTRACTOR IS JUSTIFIED NOT TO PERFORM**

CONSULTANTS' COMPETITIVE NEGOTIATION ACT

FLORIDA STATUTES

287.055

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.—(1) SHORT TITLE.—This section shall be known as the “Consultants’ Competitive Negotiation Act.”

(2) DEFINITIONS.—For purposes of this section:(a) “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) “Agency” means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term “agency” does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. [380.06](#) or s. [163.3220-163.3243](#).

(c) “Firm” means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) “Compensation” means the amount paid by the agency for professional services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated.

(e) “Agency official” means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) “Project” means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:1. A grouping of minor construction, rehabilitation, or renovation activities.

2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A “continuing contract” is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which the estimated construction cost of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A “design-build contract” is a contract with a design-build firm for the design and construction of a public construction project.

1. Is certified under s. [489.112](#) to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

2. Is certified under s. [471.023](#) to practice or to offer to practice engineering; certified under s. [481.219](#) to practice or to offer to practice architecture; or certified under s. [481.319](#) to practice or to offer to practice landscape architecture.

(i) A “design-build contract” means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A “design criteria professional” means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(l) “Negotiate” or any form of that word means to conduct legitimate, arms length discussions and conferences to reach an agreement on a term or price. For purposes of this section, the term does not include presentation of flat-fee schedules with no alternatives or discussion.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.—(a)1. Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. [287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. [287.017](#) for CATEGORY TWO, except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

2. Each agency shall provide a good faith estimate in determining whether the proposed threshold amount meets the threshold amounts referred to in this paragraph.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. [287.09451](#).

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.—(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. [287.017](#) for CATEGORY FIVE or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. [287.017](#) for CATEGORY TWO. However, if, in using another procurement process, the majority of the compensation proposed by firms is in excess of the appropriate threshold amount, the agency shall reject all proposals and reinitiate the procurement pursuant to this subsection.

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.—(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. [287.017](#) for CATEGORY FOUR, the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.—(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: “The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.” For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. [775.082](#) or s. [775.083](#).

(7) AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.—Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) STATE ASSISTANCE TO LOCAL AGENCIES.—On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) APPLICABILITY TO DESIGN-BUILD CONTRACTS.—(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). 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.

(c) Except as otherwise provided in s. [337.11\(7\)](#), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will, subsequent to competitive negotiations, establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency’s representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:1. The preparation of a design criteria package for the design and construction of the public construction project.

2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.

3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.

4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.

5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.

6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

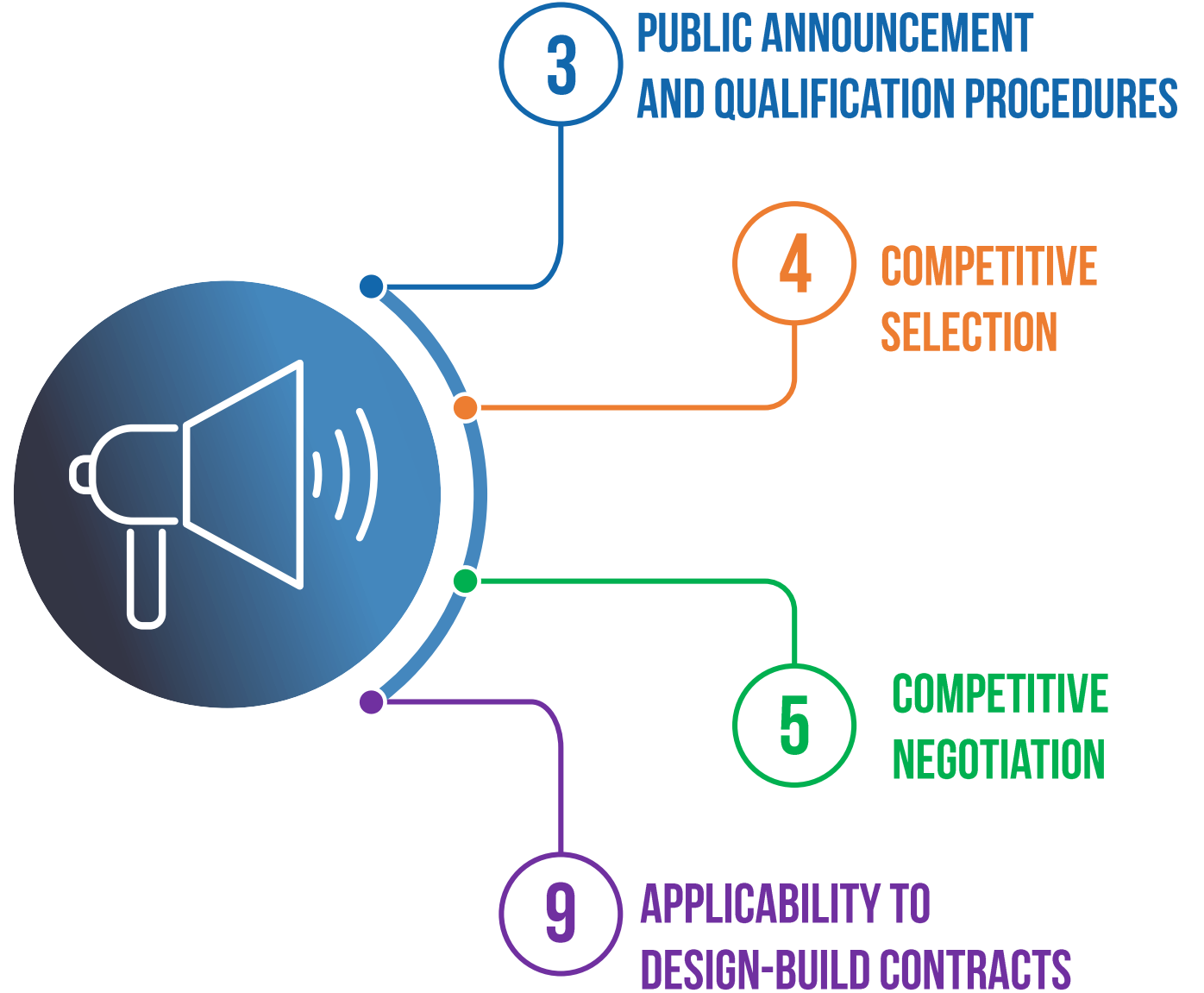
(10) REUSE OF EXISTING PLANS.—Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. [1013.9](#), a prior project of that or any other board. Except for plans of a board as defined in s. [1013.01](#), public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.—Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. [1013.45](#) and [1013.46](#).

CONSULTANTS' COMPETITIVE NEGOTIATION ACT

FLORIDA STATUTES

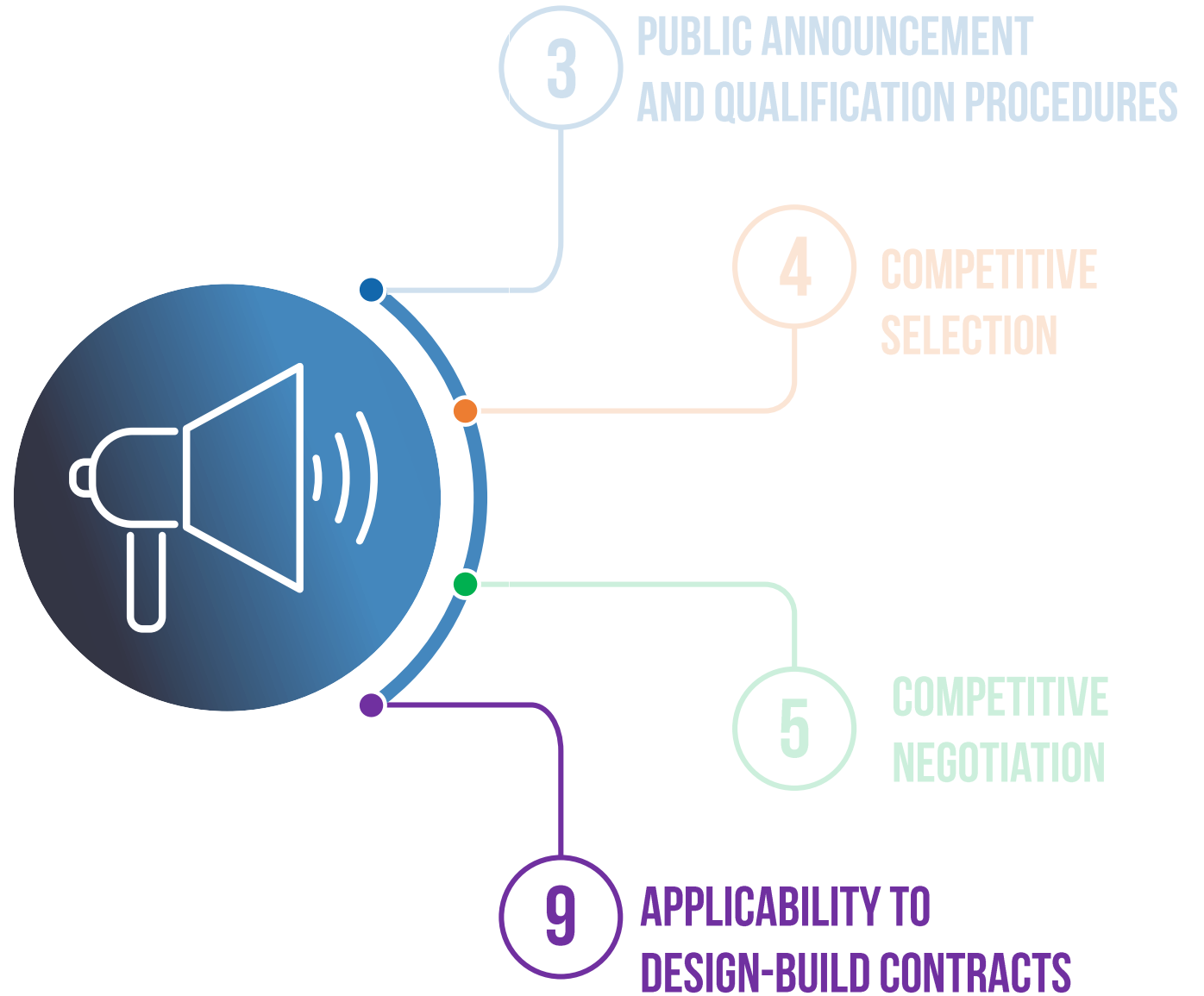
287.055



CONSULTANTS' COMPETITIVE NEGOTIATION ACT

FLORIDA STATUTES

287.055



APPLICABILITY TO DESIGN-BUILD CONTRACTS

MUNICIPALITIES, POLITICAL SUBDIVISIONS, SCHOOL DISTRICTS, AND SCHOOL BOARDS SHALL AWARD DESIGN-BUILD CONTRACTS USING A COMPETITIVE PROPOSAL SELECTION PROCESS AS DESCRIBED IN THIS SUBSECTION, OR BY USING A QUALIFICATIONS-BASED SELECTION PROCESS



**COMPETITIVE PROPOSAL
SELECTION PROCESS**



**QUALIFICATIONS-BASED
SELECTION PROCESS**



QUALIFICATIONS-BASED SELECTION PROCESS

THE AGENCY SHALL EMPLOY OR RETAIN
A LICENSED DESIGN PROFESSIONAL
APPROPRIATE TO THE PROJECT TO SERVE
AS THE AGENCY'S REPRESENTATIVE





QUALIFICATIONS-BASED SELECTION PROCESS

THE AGENCY SHALL EMPLOY OR RETAIN
A LICENSED DESIGN PROFESSIONAL
APPROPRIATE TO THE PROJECT TO SERVE
AS THE AGENCY'S REPRESENTATIVE



PRICE NOT PART OF SELECTION PROCESS



COMPETITIVE PROPOSAL SELECTION PROCESS

(C) CONTINUED PROCEDURES FOR THE
USE OF A COMPETITIVE PROPOSAL
SELECTION PROCESS MUST INCLUDE AS
A MINIMUM THE FOLLOWING:



THERE ARE SIX REQUIREMENTS AN OWNER NEEDS TO
MEET IF THEY DECIDE TO USE THE COMPETITIVE
PROPOSAL SELECTION PROCESS



COMPETITIVE PROPOSAL SELECTION PROCESS

(C) CONTINUED PROCEDURES FOR THE
USE OF A COMPETITIVE PROPOSAL
SELECTION PROCESS MUST INCLUDE AS
A MINIMUM THE FOLLOWING:

1

**THE PREPARATION OF A DESIGN CRITERIA PACKAGE
FOR THE DESIGN AND CONSTRUCTION OF THE PUBLIC
CONSTRUCTION PROJECT.**



COMPETITIVE PROPOSAL SELECTION PROCESS

(C) CONTINUED PROCEDURES FOR THE
USE OF A COMPETITIVE PROPOSAL
SELECTION PROCESS MUST INCLUDE AS
A MINIMUM THE FOLLOWING:

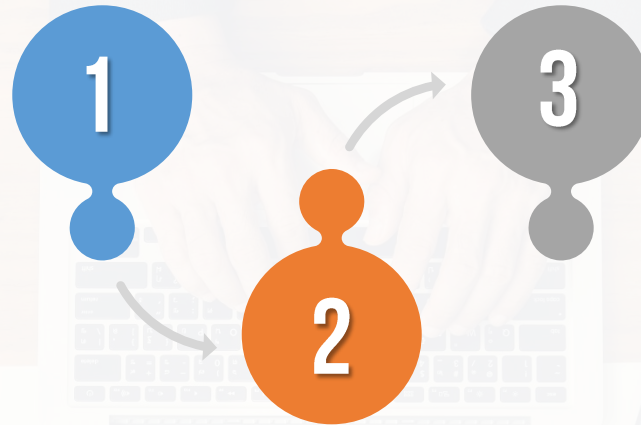


**THE QUALIFICATION AND SELECTION OF NO FEWER
THAN THREE DESIGN-BUILD FIRMS AS THE MOST
QUALIFIED, BASED ON THE QUALIFICATIONS,
AVAILABILITY, AND PAST WORK OF THE FIRMS,
INCLUDING THE PARTNERS OR MEMBERS THEREOF.**



COMPETITIVE PROPOSAL SELECTION PROCESS

(C) CONTINUED PROCEDURES FOR THE
USE OF A COMPETITIVE PROPOSAL
SELECTION PROCESS MUST INCLUDE AS
A MINIMUM THE FOLLOWING:



THE CRITERIA, PROCEDURES, AND STANDARDS FOR
THE EVALUATION OF DESIGN-BUILD CONTRACT
PROPOSALS OR BIDS, BASED ON PRICE, TECHNICAL,
AND DESIGN ASPECTS OF THE PUBLIC
CONSTRUCTION PROJECT, WEIGHTED FOR THE
PROJECT.



COMPETITIVE PROPOSAL SELECTION PROCESS

(C) CONTINUED PROCEDURES FOR THE
USE OF A COMPETITIVE PROPOSAL
SELECTION PROCESS MUST INCLUDE AS
A MINIMUM THE FOLLOWING:



THE SOLICITATION OF COMPETITIVE PROPOSALS,
PURSUANT TO A DESIGN CRITERIA PACKAGE, FROM THOSE
QUALIFIED DESIGN-BUILD FIRMS AND THE EVALUATION OF
THE RESPONSES OR BIDS SUBMITTED BY THOSE FIRMS
BASED ON THE EVALUATION CRITERIA AND PROCEDURES
ESTABLISHED PRIOR TO THE SOLICITATION OF
COMPETITIVE PROPOSALS.



COMPETITIVE PROPOSAL SELECTION PROCESS

(C) CONTINUED PROCEDURES FOR THE USE OF A COMPETITIVE PROPOSAL SELECTION PROCESS MUST INCLUDE AS A MINIMUM THE FOLLOWING:



FOR CONSULTATION WITH THE EMPLOYED OR RETAINED DESIGN CRITERIA PROFESSIONAL CONCERNING THE EVALUATION OF THE RESPONSES OR BIDS SUBMITTED BY THE DESIGN-BUILD FIRMS, THE SUPERVISION OR APPROVAL BY THE AGENCY OF THE DETAILED WORKING DRAWINGS OF THE PROJECT; AND FOR EVALUATION OF THE COMPLIANCE OF THE PROJECT CONSTRUCTION WITH THE DESIGN CRITERIA PACKAGE BY THE DESIGN CRITERIA PROFESSIONAL.



COMPETITIVE PROPOSAL SELECTION PROCESS

(C) CONTINUED PROCEDURES FOR THE
USE OF A COMPETITIVE PROPOSAL
SELECTION PROCESS MUST INCLUDE AS
A MINIMUM THE FOLLOWING:



**IN THE CASE OF PUBLIC EMERGENCIES, FOR THE
AGENCY HEAD TO DECLARE AN EMERGENCY AND
AUTHORIZE NEGOTIATIONS WITH THE BEST
QUALIFIED DESIGN-BUILD FIRM AVAILABLE AT THAT
TIME.**

RECAP ON 287.055 SECTION 9



**QBS OR COMPETITIVE PROPOSAL
SELECTION PROCESS**












**AGENCY REPRESENTATIVE VS. DESIGN
CRITERIA PROFESSIONAL**

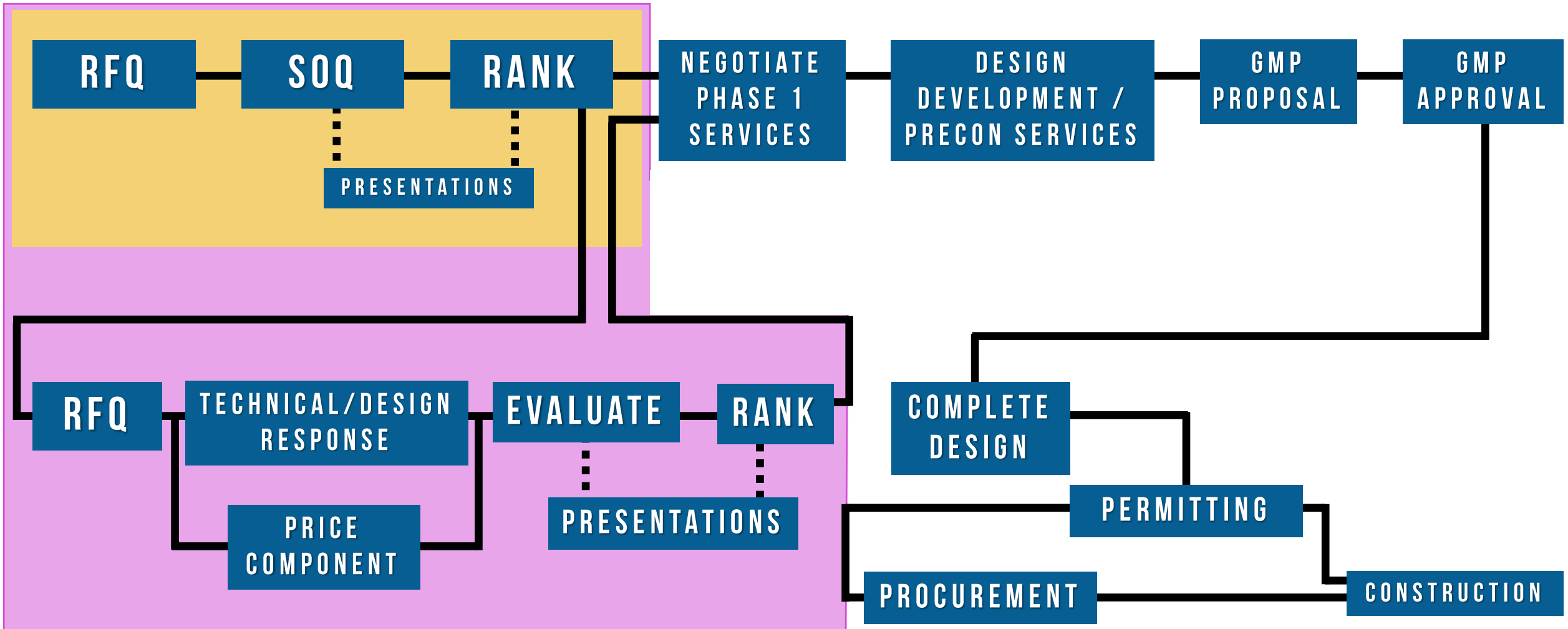


**QUALIFICATIONS ONLY “NO PRICE” VS.
QUALIFICATIONS AND PRICE, TECHNICAL,
DESIGN ASPECTS**

TYPES OF PROCUREMENTS

	D.B.B.	C.M.A.R.	F.P.	P.D.B.
QUALIFICATIONS				
BEST VALUE				
Q + APPROACH				
Q + A + FEES				
Q + A + TOTAL PRICE				
LOWEST PRICE "DEEMED QUALIFIED"				

PROCUREMENT PROCESS FOR PROGRESSIVE DESIGN-BUILD



PDB PROCUREMENT

SINGLE STEP PROCESS

REQUEST FOR QUALIFICATIONS
AND SOQ RESPONSE

AWARD

TWO-STEP PROCESS

REQUEST FOR
QUALIFICATIONS (RFQ)

STATEMENT OF
QUALIFICATIONS
RESPONSE

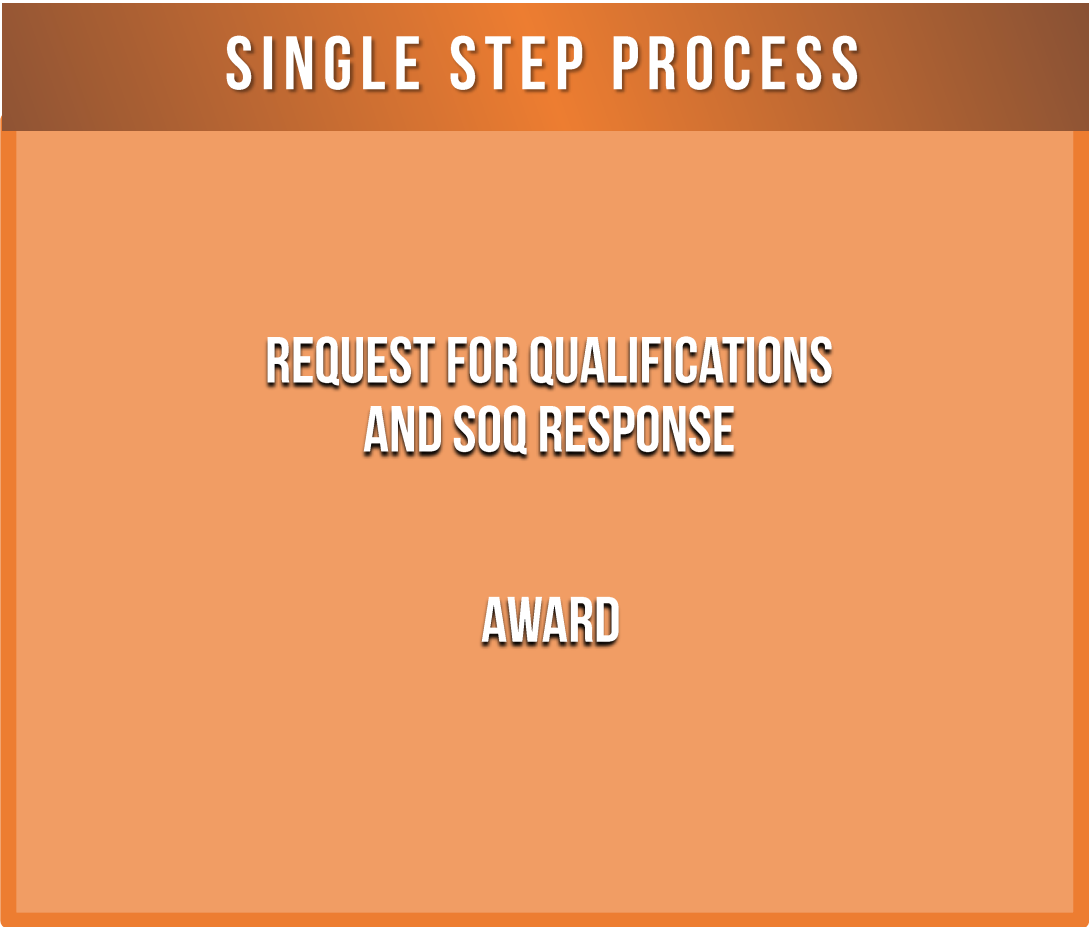
SHORTLIST – NO LESS
THAN THREE

REQUEST FOR
PROPOSALS (RFP)

PROPOSAL RESPONSE

AWARD

QUALIFICATION-BASED SELECTION



EVALUATED ON:

**QUALIFICATIONS AND EXPERIENCE
CAPABILITY AND CAPACITY
PAST PERFORMANCE**

BEST FOR:

**QUALIFICATIONS BASED SELECTION (NO PRICING)
QUICK PROCUREMENT TO GET TEAM ENGAGED**

COMPETITIVE SELECTION

EVALUATED ON:

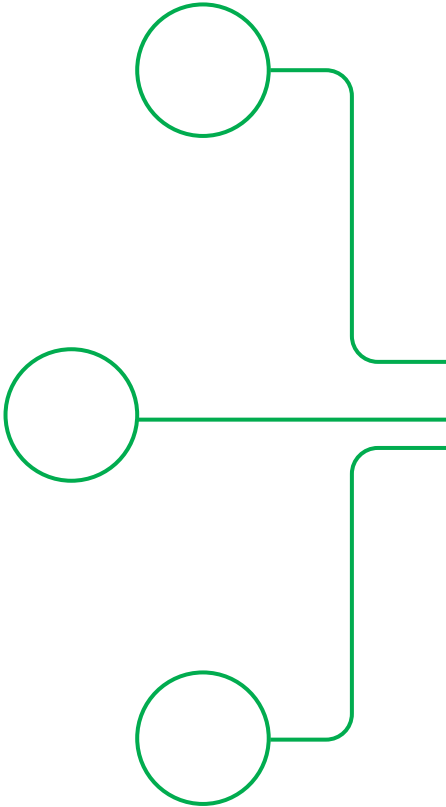
QUALIFICATIONS AND EXPERIENCE
CAPABILITY AND CAPACITY
PAST PERFORMANCE

EVALUATED ON:

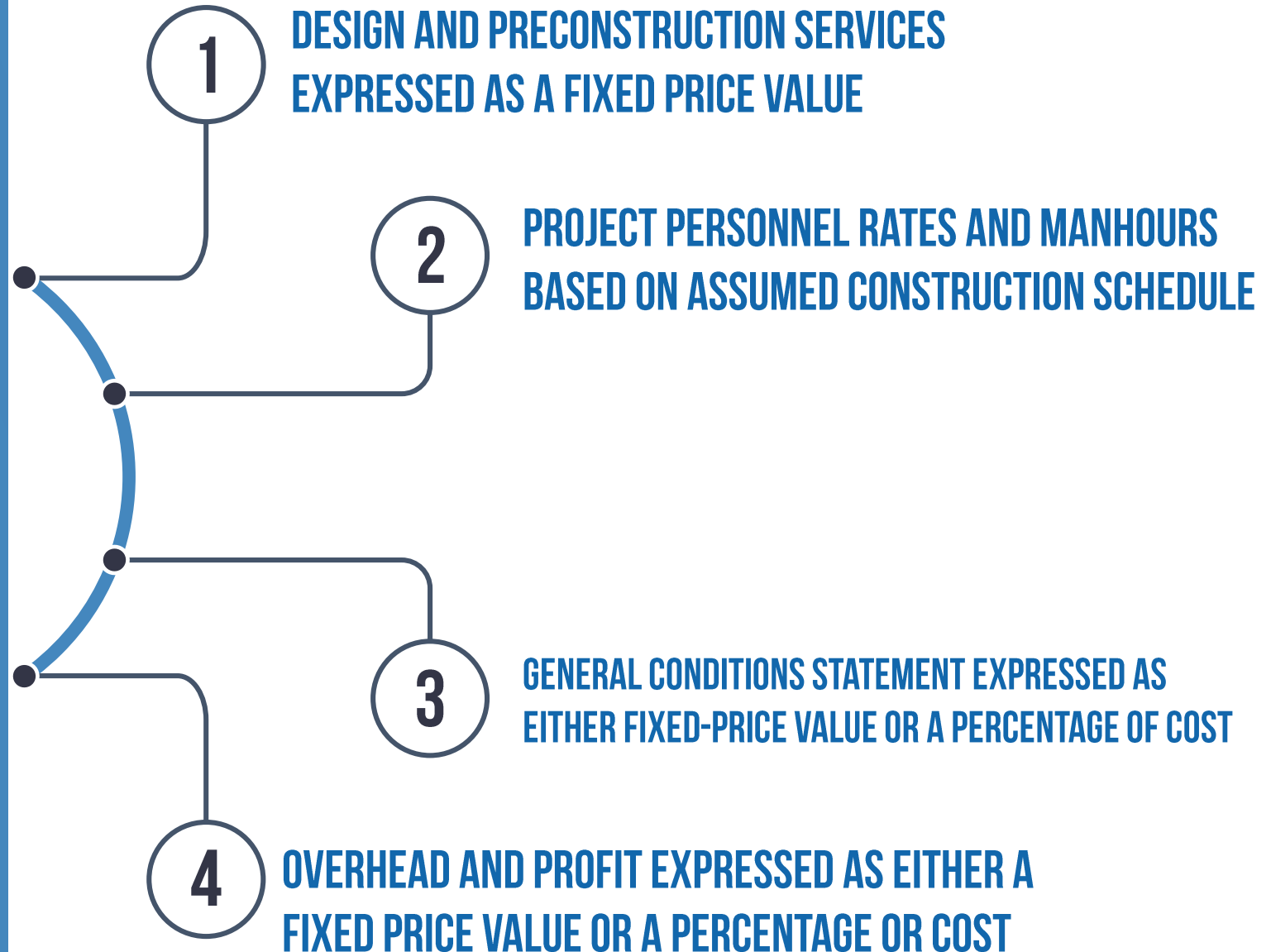
PROJECT APPROACH AND TECHNICAL SOLUTION
DB FEE AND/OR PHASE 1 DESIGN FEE &
PRECONSTRUCTION
BEST VALUE

BEST FOR:

NUMEROUS COMPETITORS
HIGH LEVEL OF PROPOSAL EFFORT REQUIRED
BEST VALUE SELECTION WITH DETAILED SOLUTIONS
PRICED-BASED SELECTION



**WHAT TYPE OF PRICING
INFORMATION IS ASKED FOR
IN A PDB TWO STEP PROCESS
WHEN THE DESIGN HASN'T
EVEN STARTED?**



PROCUREMENT PROCESS FOR PROGRESSIVE DESIGN-BUILD

SUGGESTED BEST PRACTICES

1. NETWORK WITH OTHER OWNERS THAT HAVE USED THE PROCESS WITH SUCCESS
2. EDUCATE STAFF MEMBERS — MANAGEMENT, PROCUREMENT AND LEGAL
3. SELECT AGENCY REPRESENTATIVE OR DESIGN CRITERIA PROFESSIONAL WITH DESIGN-BUILD EXPERIENCE
4. CLEARLY DEFINE YOUR PROJECTS GOALS AND PRIORITIES BEFORE PROCUREMENT
5. INCLUDE A CLEAR EVALUATION AND SELECTION PROCESS, FAIR, OPEN, TRANSPARENT
6. USE INDUSTRY STANDARD DOCUMENTS
7. INCLUDE A DRAFT CONTRACT WITH RFQ DOCUMENTS.
8. SHORTLIST — NARROW DOWN TO 3 FIRMS
9. ACTIVELY PARTICIPATE WITH DESIGN-BUILD TEAM TO EVALUATE PROJECT COSTS, SCHEDULE, RISK

PROCUREMENT PROCESS FOR PROGRESSIVE DESIGN-BUILD

REFERENCE DOCUMENTS



DBIA Guide to the Form Request for Qualifications and Request for Proposals

This document is intended to supplement, not replace, proper education and training. Before embarking on a design-build project, owners should ensure that key personnel are educated and trained in the procurement, contracting, and execution of design-build projects.

*DBIA strongly encourages owners to take DBIA's **Developing an Acquisition Strategy** course, as well as to carefully review the included **Manual of Practice** chapters and additional resources.*

INTRODUCTION

This guide provides instructions on how to use the Design-Build Institute of America Standard Form of Request for Qualifications (DBIA Document No. 405) and Standard Form of Request for Proposals (DBIA Document No. 410). The intent of the Form RFQ and RFP is not to dictate a single method of procuring a design-build team. Because every project is unique, owners should modify the forms to match the risks and circumstances that are specific to the project. The Form RFQ and RFP should be viewed as merely a starting point. Certain market sectors have unique issues, and DBIA's market sector committees will develop additional guidance specific to those sectors.

One of the most important ways owners manage the risk of achieving success in a project is selecting a design-builder who is best suited to perform the work. To determine the best-suited design-builder, owners must design a procurement process that is focused on finding the right team for the project. This guide will assist owners with understanding the issues owners should consider and decisions owners need to make to create a procurement process that is most likely to lead to a successful project.

DBIA best practices state that owners should implement a procurement plan that enhances collaboration and other benefits of design-build and is in harmony with the reasons that the owner chose the design-build delivery system.¹ In implementing this best practice, the procurement process should focus heavily on the qualifications of the design-build and its key team members rather than price alone.²

¹ DBIA Best Practices Guide §1.2.

² DBIA Best Practices Guide §1.2.a.

DBIA Document No. 400

RFQ/RFP Guide

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WATER DESIGN-BUILD COUNCIL
AN ASSOCIATION OF LEADING DESIGN-BUILDERS

HOW TO GO FROM PROCUREMENT TO CONSTRUCTION

PHASED CONTRACTING?
PRINCIPLES OF OPEN BOOK
WHAT'S DIFFERENT ABOUT A PDB GMP CONTRACT?

1. NEGOTIATE CONTRACT FOR PHASE 1 SERVICES

2. COLLABORATIVE DESIGN PROCESS – OWNER MAINTAINS DESIGN INPUT AND CONTROL

3. MILESTONES – EVALUATE CONSTRUCTABILITY, VALUE-ENGINEERING, ENHANCEMENTS, SCHEDULE IMPACT, PROJECT RISKS, COST IMPACTS

4. DESIGN DEFINED

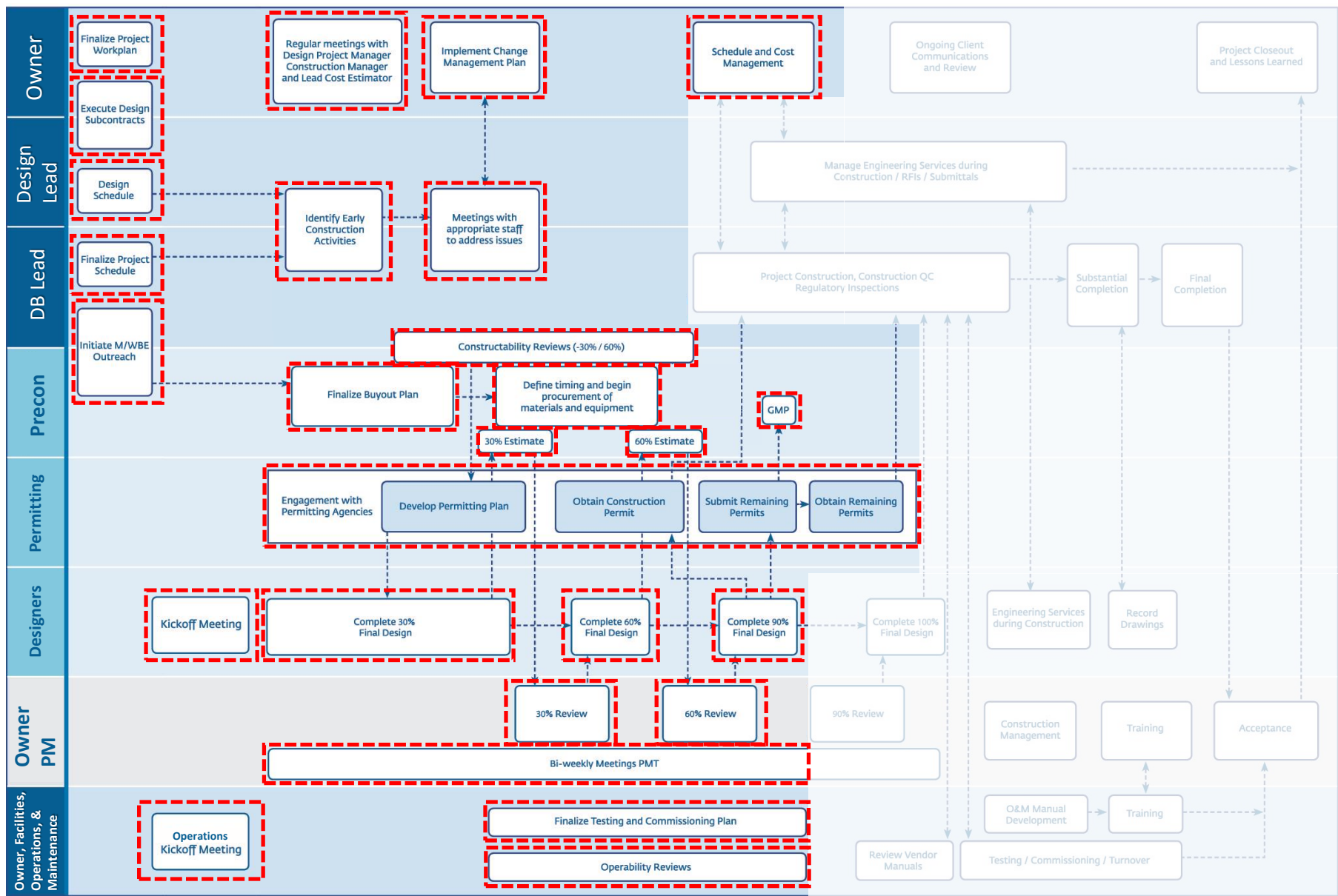
5. FIXED PRICE OR GMP PROPOSAL – OPEN BOOK AND COMPETITIVE BIDS

6. NEGOTIATE CONTRACT FOR PHASE 2 – FINISH DESIGN AND CONSTRUCTION

7. OFF RAMP – BEGIN NEGOTIATIONS WITH SECOND RANKED FIRM

PHASED CONTRACTING

INTEGRATED PROJECT DELIVERY PROCESS



PRINCIPLES OF OPEN BOOK PRICING

The Principles of Open-Book Pricing

Several of our industry's best collaborative-delivery methods—particularly CMAR and progressive design-build—rely on an open-book process for developing cost and pricing during preconstruction. This process is used to achieve agreement on cost and, then, a price for the construction effort to proceed. In turn, the price is typically implemented either as a guaranteed maximum price (GMP) or a fixed-price contract provision.

Although this approach is straightforward in principle, we often get asked, "What, exactly, is an open-book approach?" The answer comes down to defining "cost" and "price."

- **Cost-is-cost-is-cost.** Construction estimates should be based on the actual cost of work. This can mean actual labor, expenses, materials, equipment, and production rates for the self-performed scope, combined with stand-alone subcontractor quotes obtained via a best-value, competitive-bidding approach. All of these documentable expenditures are set forth without any add-ons—with all the assumptions underlying them clearly stated—to equal a project *cost estimate*.
- **Price includes everything else.** Once a cost estimate is set forth, anything that gets added to it for the delivery firm's or contractor's overhead—operating costs, burdens, encumbrances, profit, turnover, mark-ups, fees, charges, levies, incentives, and any other relevant items—is extra money that is added on top of actual cost to create a *price estimate*.

CMAR and progressive design-build are popular delivery methods because they allow projects to proceed on a collaborative basis in advance of a completed design or even a full project definition. Both delivery methods are typically procured on the basis of qualifications, in conjunction with some form of as-bid fees for the pricing components. The cost is developed by the design-build or CMAR firm *after* project award based on several **Foundational Principles**.

- **Transparency and validation.** Costs must be developed in a completely transparent manner, with no hidden amounts and nothing embedded or inflated. Transparency means full, confidential disclosure of all the details and can include third party verification, if required. The pricing process is truly an open book.

- **Accuracy and completeness.** In fairness to both owners and design-build or CMAR firms, the development of costs and price must include everything that everyone can reasonably think of, in terms of both estimate line items and also expenses and indirect costs. Leave nothing out!
- **Realism and fairness.** Open-book pricing is often used to "design to budget," but that does not mean "make it fit to budget." Cost and pricing must be both realistic and fair to both parties. Sometimes it takes a bit of work to get there, but a realistic number means a complete and fair number.
- **Risk and opportunity assessment.** Not everything on a project is entirely predictable, especially within the early stages. Anything that is an undefined risk or opportunity should be quantitatively assessed and evaluated as a project-contingency amount. The actual contingency should be seen as a project cost before any add-ons are included to create a price.

So what happens after everyone mutually agrees on a project's cost, everything else is added, and the price is settled? The following two options are the most common actions.

- **Moving forward under a GMP model** means that actual spending during construction is monitored using the same open-book transparency principles. The savings from spending under the GMP is often shared between the owner and the design-build or CMAR firm (this incentivizes continued efficiency)—and the risk of having to spend anything *over* the GMP is at the design-build or CMAR firm's risk. This is a terrific way to share any unused contingency.
- In contrast to the GMP approach, a **fixed-price implementation closes the books after the price is agreed on**, and the design-build or CMAR firm proceeds with construction at its own risk—and opportunity—for meeting the price figure. This approach keeps things simple by eliminating the need for an ongoing auditing function during construction, and offsetting risks by retaining any unspent contingency.

Of course, there are many details that accompany all of the points discussed above, but **any effective open-book approach will be true to these principles. Mutual trust is the foundation of collaborative delivery—and open-book transparency is the building block.**

GMP CONTRACT HAS:

WHAT TO CONSIDER IN A PDB CONTRACT?

FIXED PRICE CONTRACT

IF THERE ARE ANY SAVINGS, THEN THE
CONTRACT GETS THE BENEFIT

- 1 SHARED SAVINGS CLAUSE
- 2 ADDITIONAL EFFORT BY CLIENT FOR MONTHLY
PAYMENT/DRAW REQUEST REVIEWS
- 3 EASIER TO DO OWNER DIRECT PURCHASE
(SALES TAX SAVING)
- 4 OWNER CONTINGENCY VS. DESIGN-BUILD
CONTINGENCY

TEAMING AGREEMENTS



Design-Build Teaming Agreements

This article originally appeared in *Engineers at the Bar*.

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SCHIFF HARDIN LLP CREATED THE “DESIGN-BUILD TEAMING AGREEMENTS” OUTLINE

PROVIDES GUIDANCE FOR DESIGNERS AND BUILDERS LOOKING TO TEAM

THERE IS A STANDARD DBIA AGREEMENT TEMPLATE FOR THIS

TEAMING AGREEMENTS – ITEMS TO CONSIDER



Design-Build Teaming Agreements

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1. **STRUCTURE OF THE TEAM**
 - A. STRUCTURE OF BUSINESS RELATIONSHIP
 - B. LINES OF COMMUNICATION
2. **SHARING OF RISKS AND REWARDS**
 - A. COMPENSATION
 - B. PROJECT PROFITS AND LOSSES
 - C. OTHER RISKS AND REWARDS
3. **DESIGN PHASE SERVICES**
 - A. SERVICES PROVIDED BY THE CONTRACTOR
 - B. SERVICES PROVIDED BY THE A/E
4. **CONSTRUCTION PHASE SERVICES**
 - A. SERVICES PROVIDED BY THE CONTRACTOR
 - B. SERVICES PROVIDED BY THE A/E
5. **PROTECTIVE BUSINESS PROVISIONS**
 - A. CONFIDENTIALITY OF INFORMATION
 - B. EXCLUSIVE RELATIONSHIPS OR AGREEMENTS NOT TO COMPETE
 - C. FUTURE MARKETING / SALES EFFORTS
6. **RISK TRANSFERENCE**
 - A. INSURANCE PROVISIONS
 - B. SURETY BONDS
 - C. INDEMNITY PROVISIONS
7. **DISPUTE RESOLUTION**
 - A. COMMENCEMENT OF THE DISPUTE RESOLUTION PROCESS
 - B. SEQUENCE OF THE DISPUTE RESOLUTION ACTIONS



ARE OWNERS REALLY USING PROGRESSIVE DESIGN BUILD?

PROJECT DELIVERY SYSTEMS

REVISITING PROJECT DELIVERY PERFORMANCE 1998–2018

New benchmarks for unit cost, delivery speed, cost and schedule reliability.



**“REVISITING PROJECT DELIVERY PERFORMANCE 1998-2018,”
A STUDY SET OUT TO COMPARE AGAINST “SELECTING PROJECT
DELIVERY SYSTEMS” FROM 1998**



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FOUNDATION

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Boulder



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Industry
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FLORIDA

PROJECT DELIVERY SYSTEMS

SELECTING PROJECT DELIVERY SYSTEMS

COMPARING DESIGN-BUILD,
DESIGN-BID-BUILD AND
CONSTRUCTION MANAGEMENT AT RISK

Victor Sanvido

Mark Konchar

pdi

**“REVISITING PROJECT DELIVERY PERFORMANCE 1998-2018,”
A STUDY SET OUT TO COMPARE AGAINST “SELECTING PROJECT
DELIVERY SYSTEMS” FROM 1998**



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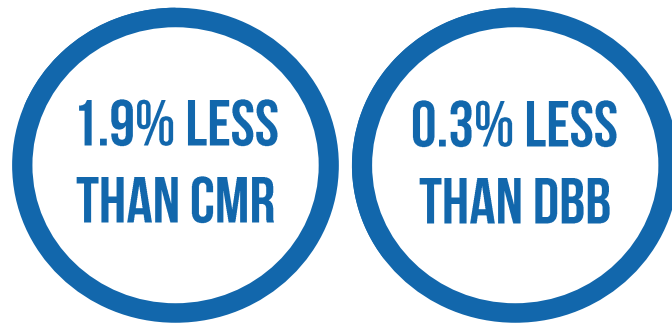
University of Colorado
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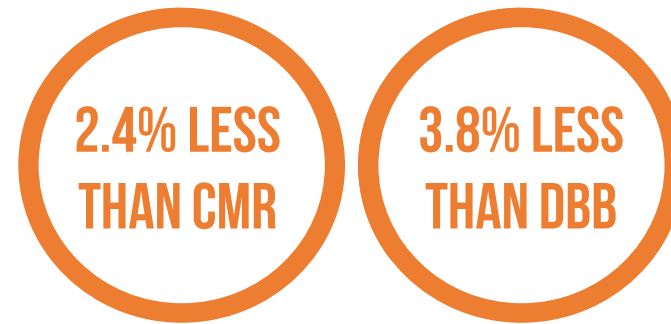
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COST ADVANTAGES



UNITS COST



COST GROWTH



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SCHEDULE ADVANTAGES

3.9% LESS
THAN CMR

1.7% LESS
THAN DBB

SCHEDULE GROWTH

13% FASTER
THAN CMR

36% FASTER
THAN DBB

CONSTRUCTION SPEED

61% FASTER
THAN CMR

102% FASTER
THAN DBB

DELIVERY SPEED



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COST PERFORMANCE COMPARISON

Performance Measure	DB vs. CMR	CMR vs. DBB	DB vs. DBB	R ²
Unit Cost	1.9% less	1.6% more	0.3% less	99
Cost Growth	2.4% less	1.4% less	3.8% less	22

CONDITIONS THAT HAVE MOST IMPACT TO UNIT COST

- HIGHER TEAM CHEMISTRY AMONG THE OWNER, DESIGNER AND BUILDER (GC, CM OR DESIGN-BUILDER)
- OPEN BOOK CONTRACTING TERMS, SUCH AS A COST PLUS A FEE WITH A GUARANTEED MAXIMUM PRICE (GMP)
- LOWER INITIAL CONTRACTED UNIT COST

CONDITIONS THAT HAVE MOST IMPACT TO COST GROWTH

- USE OF A DB PROJECT DELIVERY SYSTEM
- HIGHER TEAM CHEMISTRY AMONG THE OWNER, DESIGNER AND BUILDER (GC, CM OR DESIGN-BUILDER)
- SMALLER GROSS SQUARE FOOTAGE OF PROJECT
- OPEN BOOK CONTRACTING TERMS, SUCH AS A GMP
- EARLIER INVOLVEMENT OF THE BUILDER



SCHEDULE PERFORMANCE COMPARISON

Performance Measure	DB vs. CMR	CMR vs. DBB	DB vs. DBB	R ²
Schedule Growth	3.9% less	2.2% more	1.7% less	21
Construction Speed	13% faster	20% faster	36% faster	88
Delivery Speed	61% faster	25% faster	102% faster	89

CONDITIONS THAT HAVE MOST IMPACT TO SCHEDULE GROWTH

- PARTICIPATION OF THE DESIGNER AND BUILDER (GC, CM OR DESIGN-BUILDER) IN PROJECT GOAL-SETTING
- EARLIER INVOLVEMENT OF THE BUILDER
- LOWER PROJECT COMPLEXITY
- PRIVATE FUNDING SOURCE
- SIMPLER FOUNDATION SYSTEMS, SUCH AS SLAB-ON-GRADE

CONDITIONS THAT HAVE MOST IMPACT TO CONSTRUCTION SPEED

- USE OF A DB OR CMR PROJECT DELIVERY SYSTEM
- LARGER GROSS SQUARE FOOTAGE OF THE PROJECT
- HIGHER INITIAL CONTRACTED UNIT COST

CONDITIONS THAT HAVE MOST IMPACT TO DELIVERY SPEED

- USE OF A DB OR CMR PROJECT DELIVERY SYSTEM
- LARGER GROSS SQUARE FOOTAGE OF THE PROJECT
- HIGHER INITIAL CONTRACTED UNIT COST



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RECOMMENDATIONS



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WHY THE SHIFT?

1

OWNER DRIVEN SCHEDULES: MORE DESIGN IN LESS TIME

2

OWNERS LIMIT UP FRONT INVESTMENT IN DESIGN

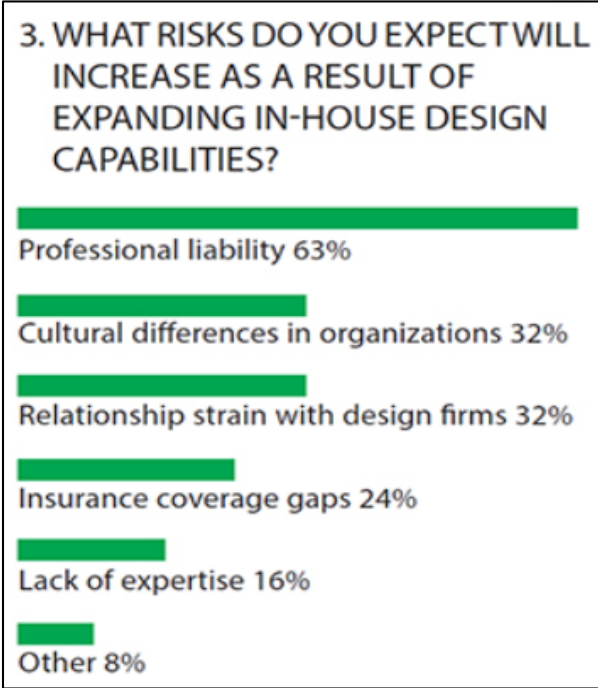
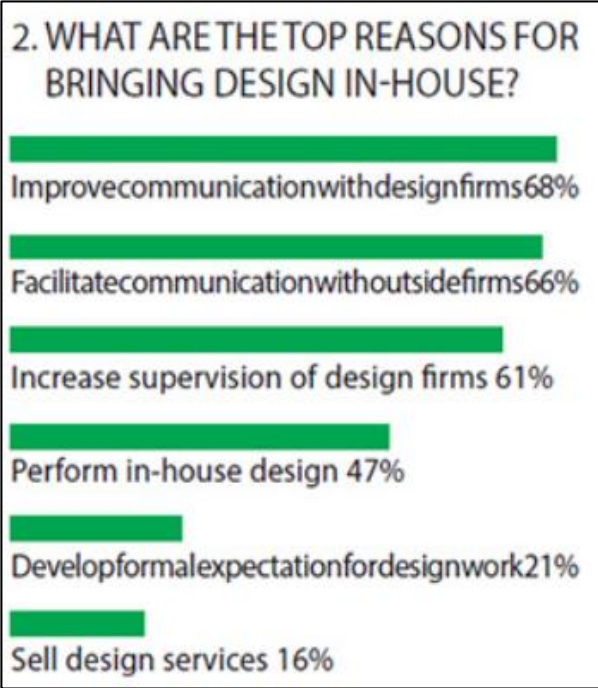
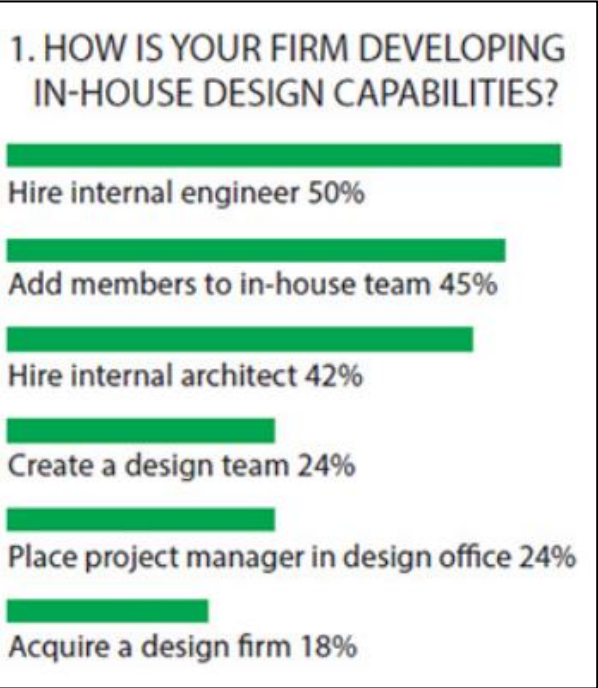
3

MORE DESIGN REQUIREMENTS:
I.E. ENERGY MODELING, SUSTAINABILITY

4

NEW HIRES SEEM TO HAVE LESS PRACTICAL
HANDS-ON EXPERIENCE

ENR ARTICLE “CONTRACTORS USE OF IN-HOUSE DESIGN TO BETTER MANAGE PROJECTS DEMANDS”



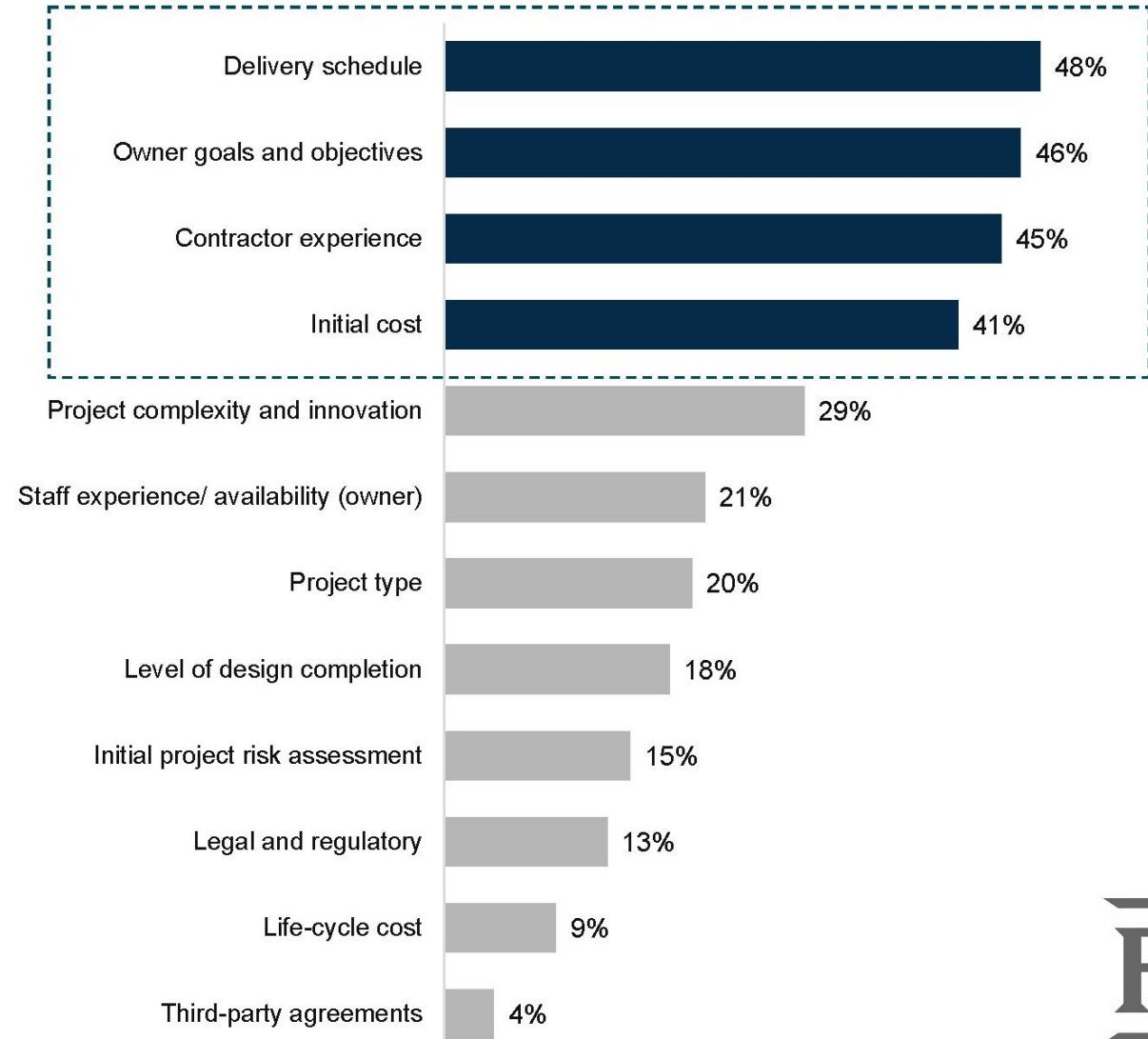
“A MARKET UTILIZATION STUDY CONDUCTED BY FMI LAST YEAR PROJECTS DESIGN-BUILD SPENDING TO TOP \$324 BILLION IN 2021, NEARLY DOUBLE 2013’S FIGURE.”

DECISION DRIVERS



SO WHY ARE OWNERS
DECIDING TO GO THE ROUTE OF
PROGRESSIVE DESIGN-BUILD

Percentage of respondents that indicated extremely influential

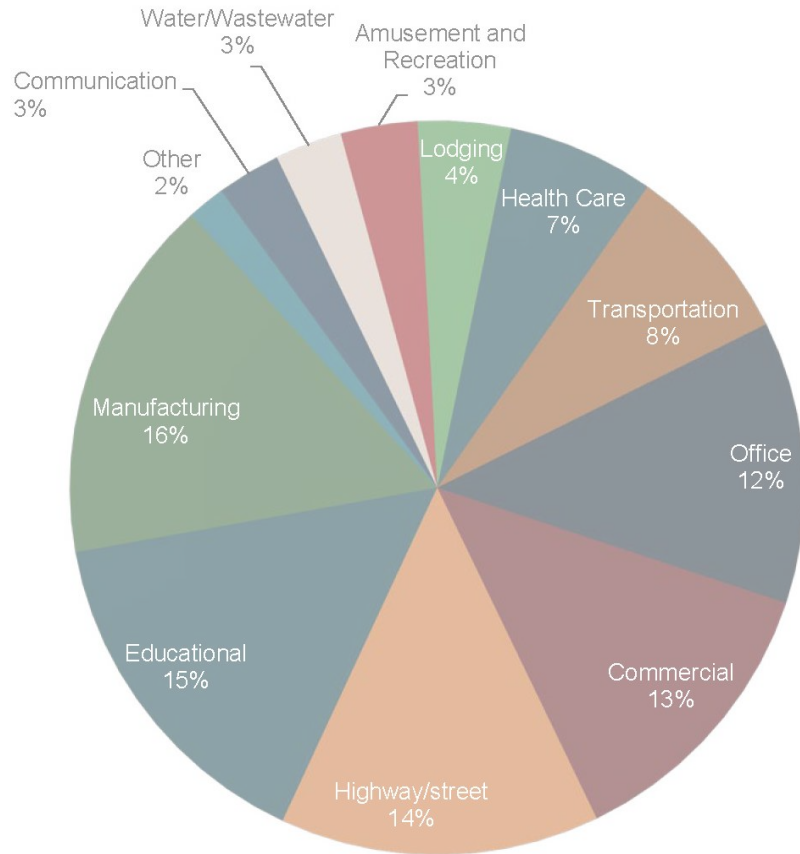


HOW THIS EFFECTS YOU

Distribution of forecast spending by segment

Combined CPIP spending, 2018-2021

Source(s): FMI analysis of multiple sources



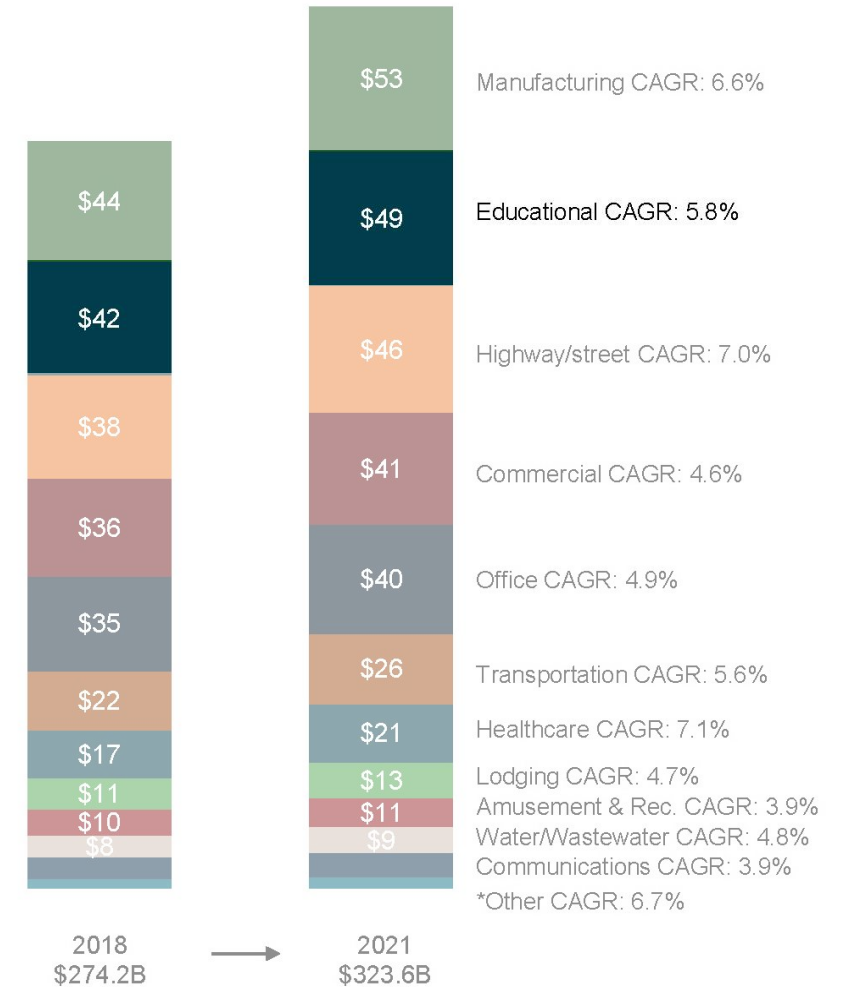
Total spend 2018-2021: \$1,193B



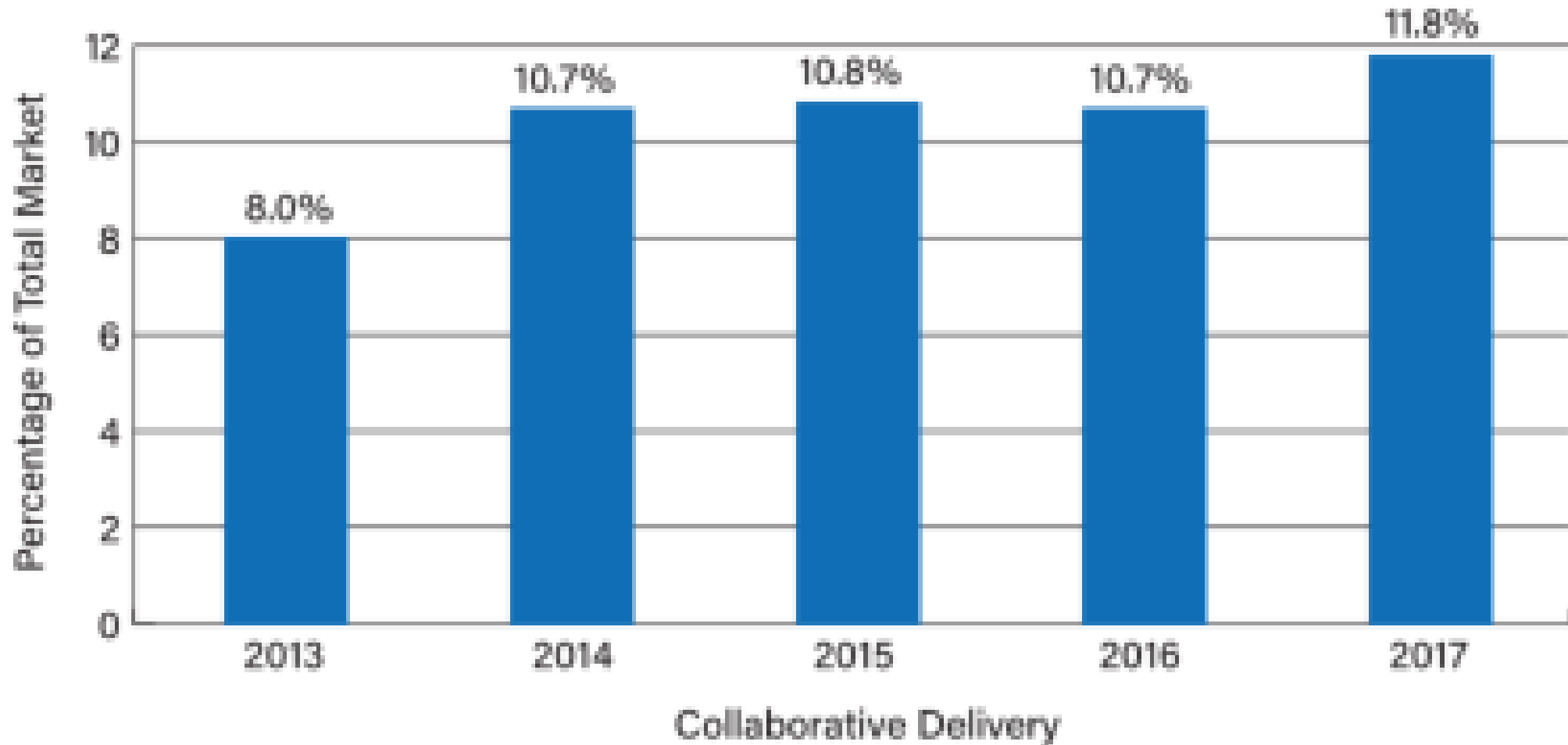
Distribution of market

CPIP spending, 2018, 2021

Source(s): FMI analysis of multiple sources

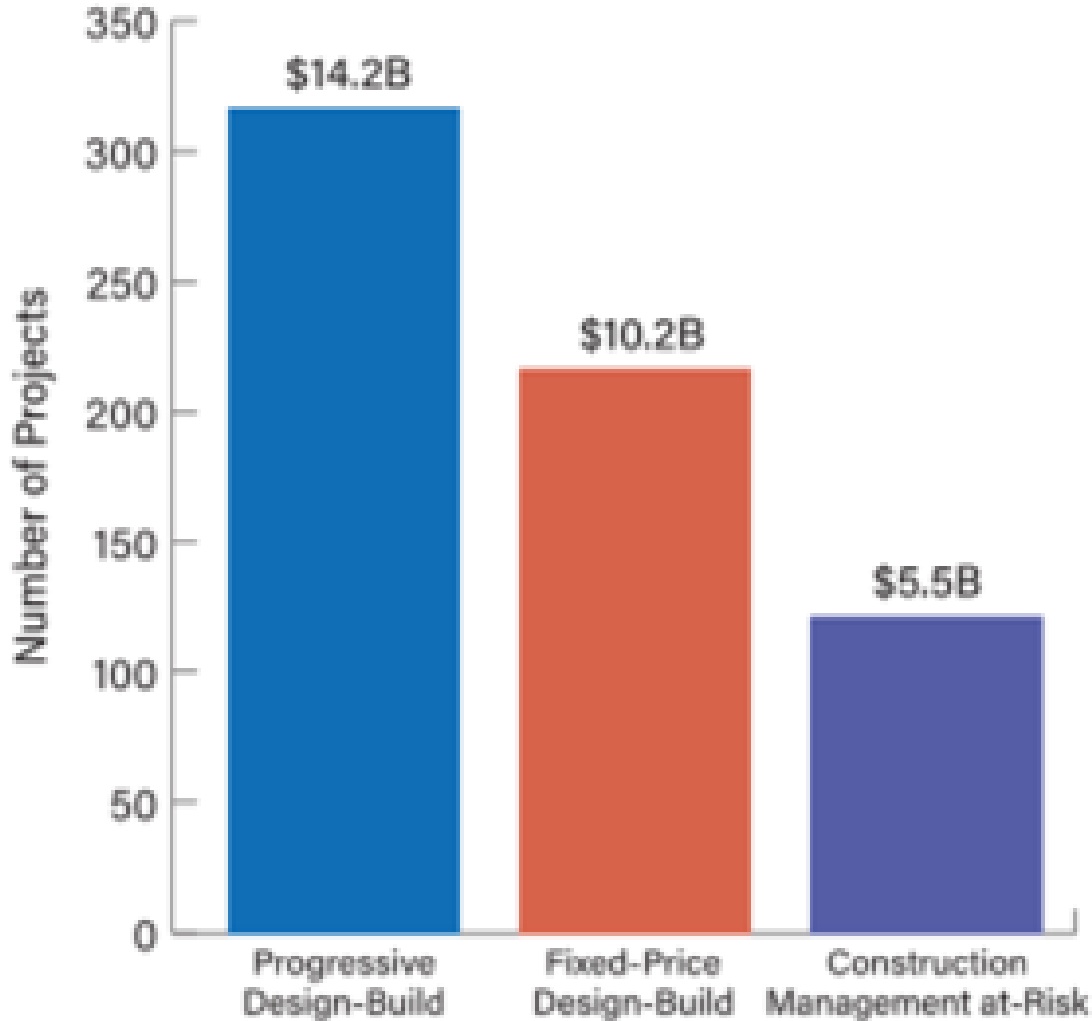


2018 WATER DESIGN BUILD COUNCIL STUDY

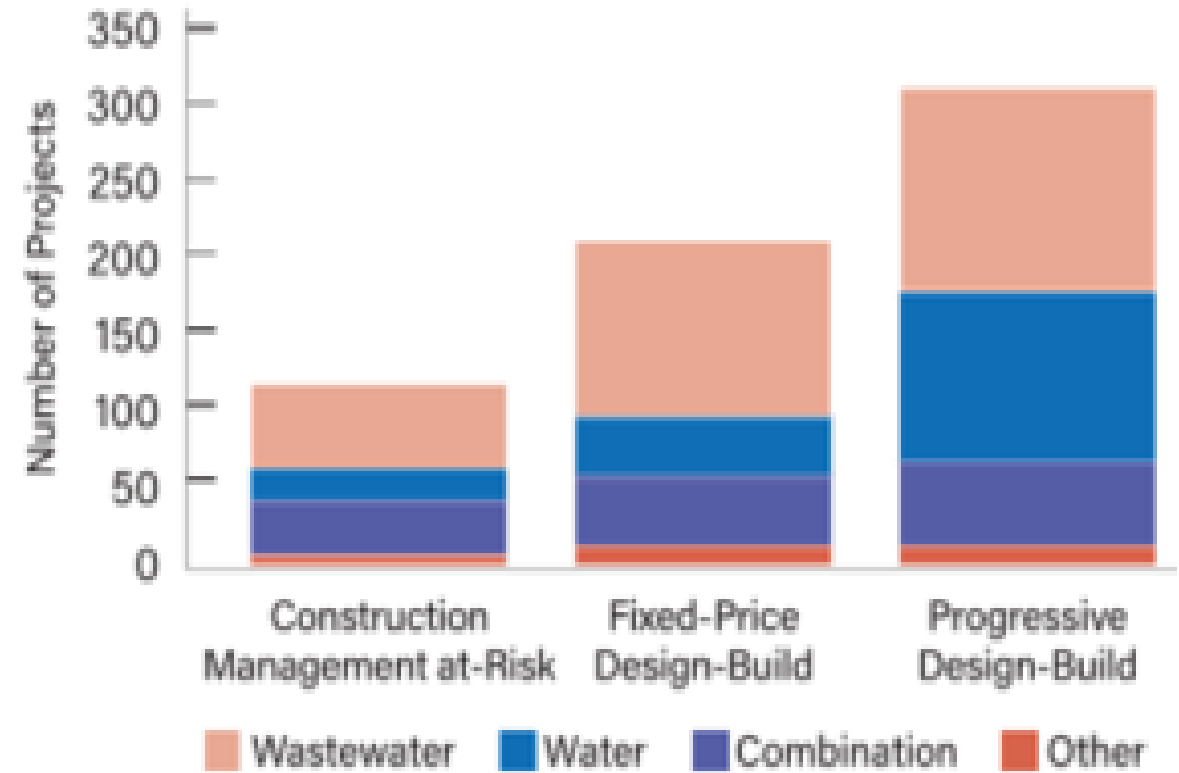


INCREASING GROWTH IN THE USE OF COLLABORATIVE DELIVERY FOR WATER AND WASTEWATER PROJECTS IN THE U.S.

2018 WATER DESIGN BUILD COUNCIL STUDY

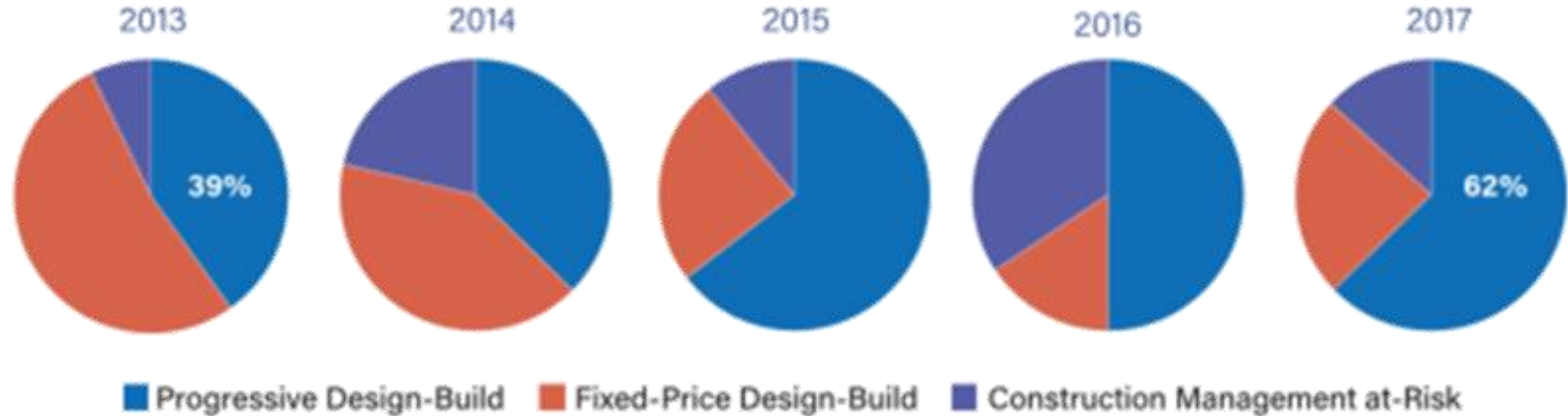


VALUE OF PROJECTS DELIVERED BY OWNERS (2013-2017)



NUMBERS OF PROJECTS DELIVERED BY OWNERS (2013-2017)

2018 WATER DESIGN BUILD COUNCIL STUDY



OWNERS REPORT A RAPIDLY GROWING PREFERENCE FOR PROGRESSIVE DESIGN-BUILD

RESOURCES

DESIGN-BUILD INSTITUTE OF AMERICA

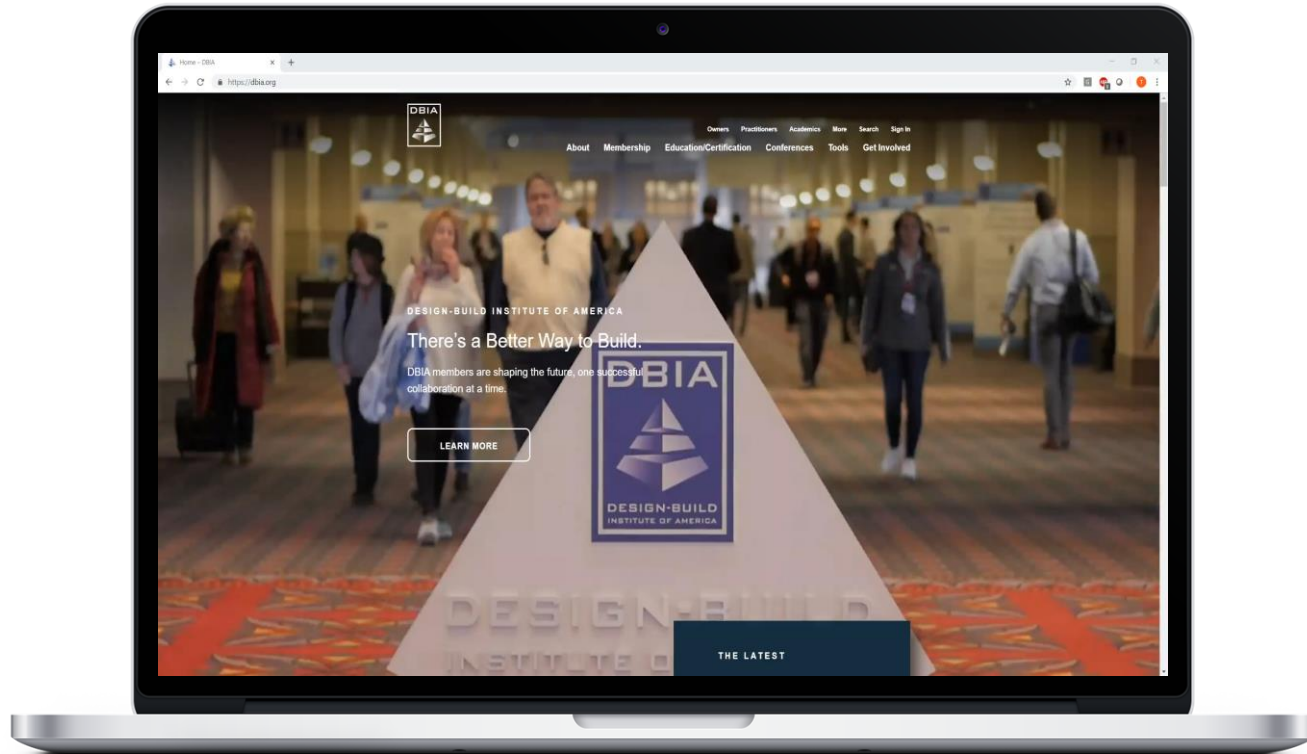
<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>	<p>STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER</p>
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STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

Document No. 535
Second Edition, 2010
© Design-Build Institute of America
Washington, DC

DESIGN-BUILD INSTITUTE OF AMERICA



FOUNDED 25 YEARS AGO BY INDUSTRY LEADERS TO PROVIDE A SUPERIOR WAY OF TAKING A PROJECT FROM DESIGN TO DELIVERY



DBIA PROVIDES A UNIQUE OPPORTUNITY FOR OWNERS AND PRACTITIONERS TO MAKE CONNECTIONS THAT POWER CAREER AND BUSINESS OPPORTUNITIES



DBIA IS COMMITTED TO THE CONTINUED GROWTH OF ITS OVER 5,000 MEMBERS BY PROVIDING EDUCATION AND PROFESSIONAL CERTIFICATIONS

WATER DESIGN-BUILD COUNCIL



The Water Design-Build Council's mission is advancing design-build delivery methods to transform the water industry—through collaborative thought leadership and education, supported by research.

WDBC MEMBERS

WDBC is currently comprised of 17 regular member firms. Regular membership in the Council consists of any private sector legal entity of whatever form, including affiliates and subsidiaries, who: (1) are frequently and regularly engaged in providing design-build and other forms of collaborative delivery in the water industry as a prime contractor (including joint venture partner or member of a special purpose corporation) accepting performance guarantee risks; and (2) have in-depth, in-house comprehensive professional engineering capabilities or self-perform construction capabilities. Regular members must have appropriate licenses or authority to perform its work as recognized by the appropriate governmental body in which the organization conducts its business to design and build public or private (including investor-owned, rate-regulated utilities) water or wastewater systems or facilities in North America. Regular members directly engage in contracting for design-build and other forms of collaborative delivery, as opposed to providing ancillary activities, such as serving as a consultant to owners on technical, institutional, legal, procurement, commercial, or other collaborative-delivery project related issues.



WDBC ADVISORS

WDBC advisor members are an affiliated category of firms working with, and providing services to, engineering and construction firms in the water design-build industry. Candidates for this group include legal, insurance and finance firms, equipment suppliers, consultants, contractors, vendors, trade associations, and academic institutions. WDBC created this membership category to provide opportunities for service providers engaged in the water industry to collaborate with other member firms and gain further recognition of their services in design-build and other forms of collaborative delivery.



THE WDBC WAS ESTABLISHED IN 2006 AS A NON-PROFIT EDUCATIONAL INDUSTRY ADVOCATE FOR THE VALUE OF COLLABORATIVE DELIVERY METHODS FOR WATER AND WASTEWATER INFRASTRUCTURE PROJECTS



THE WDBC EXISTS TO PROMOTE BEST PRACTICES IN DESIGN-BUILD AND CMAR PROCUREMENT AND IMPLEMENTATION THROUGH EDUCATION AND OUTREACH

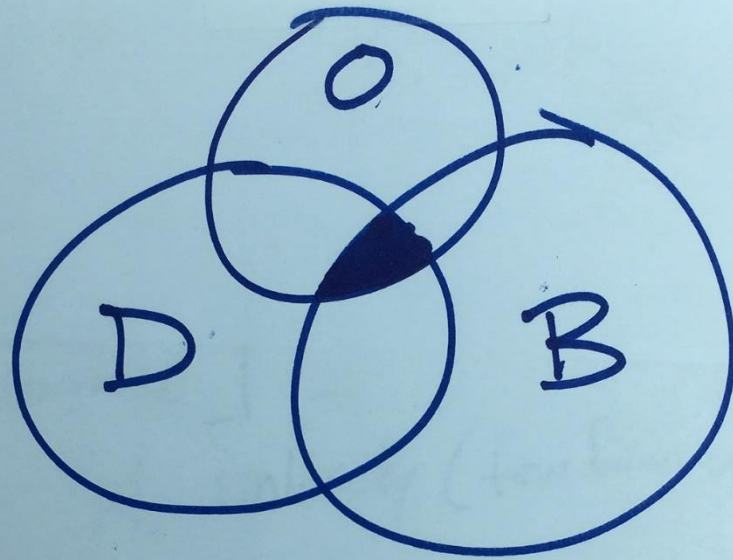


ALL WDBC CHARTER MEMBERS SHARED THE BELIEF THAT AN ORGANIZATION PURSUING THIS MISSION WOULD BE THE MOST EFFECTIVE MECHANISM TO PROVIDE THESE SERVICES

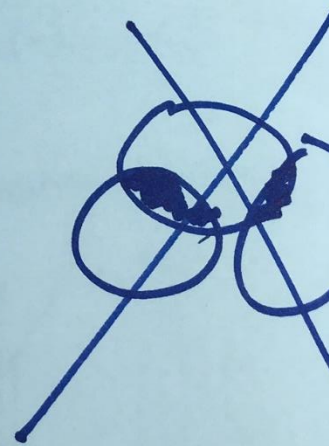
WATER DESIGN-BUILD COUNCIL

P.O. Box 1924, Edgewater, MD 21037 | 410.798.0842 | www.WaterDesignBuild.com

How Does Design Lead or Stay in control?



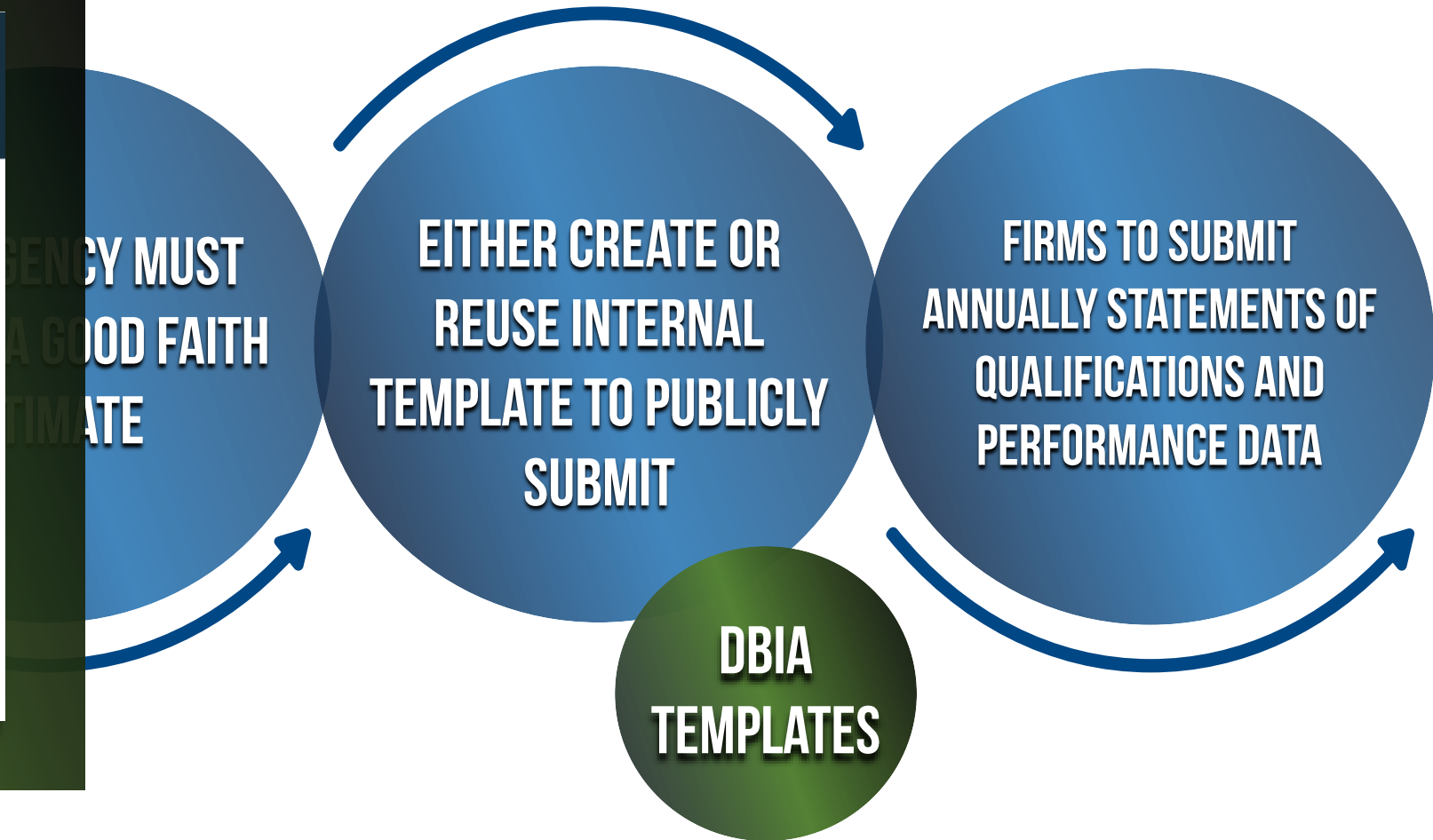
- ✓ trust
- ✓ communication
- ✓ alignment



PUBLIC ANNOUNCEMENT AND QUALIFICATIONS PROCEDURE

The screenshot shows a webpage titled "DBIA Contract Documents List and Samples". It features a navigation menu with "Early Forms" selected. The main content area lists several contract forms with "Sample" and "Purchase" links. The forms listed are:

- #501 Standard Form of Contract for Design-Build Consultant Services
- #520 Standard Form of Preliminary Agreement between Owner and Design-Builder
- #580 Standard Form of Teaming Agreement between Design-Builder and Teaming Party
- RFQ/RFP Forms
 - #400 RFQ/RFP Guide
 - #405 Sample Request for Qualifications (RFQ)
 - #410 Sample Request for Proposals (RFP)



COMPETITIVE NEGOTIATION

THE AGENCY SHALL NEGOTIATE A CONTRACT WITH THE MOST QUALIFIED FIRM FOR PROFESSIONAL SERVICES AT COMPENSATION WHICH THE AGENCY DETERMINES IS FAIR, COMPETITIVE, AND REASONABLE.

SHOULD THE AGENCY BE UNABLE TO NEGOTIATE A SATISFACTORY CONTRACT WITH THE FIRM CONSIDERED TO BE THE MOST QUALIFIED AT A PRICE THE AGENCY DETERMINES TO BE FAIR, COMPETITIVE, AND REASONABLE, NEGOTIATIONS WITH THAT FIRM MUST BE FORMALLY TERMINATED. THE AGENCY SHALL THEN UNDERTAKE NEGOTIATIONS WITH THE SECOND MOST QUALIFIED FIRM.

