



# Design-Build Project/Team Awards Checklist

*Please use this DBIA Design-Build Done Right® Best Practices Checklist as you prepare your awards entry. Upload the completed checklist with your entry attachments.*

## Procurement

An owner should conduct a proactive and objective assessment of the unique characteristics of its program/project and its organization before deciding to use design-build.

- Owner understood the potential benefits, limitations, and attributes of design-build and made an informed decision as to whether the use of design-build benefited their program/project.
- Owner created an organization that supports the successful procurement and execution of a design-build project, with key personnel (including those advising/representing the owner) educated and trained in, among other things: (a) the procurement, contracting and execution of design-build projects; and (b) the importance of setting expectations and fostering a collaborative relationship among all members of the project team.
- Owner identified and involved key project stakeholders at the early stages of project planning, as stakeholder goals, expectations, challenges, constraints, and priorities should guide all project planning and procurement activities, including the determination and implementation of design excellence and sustainability goals.
- Owner involved senior leadership committed to the success of the design-build process, fostering a healthy and trusting relationship among the entire project team.
- Owner carefully researched and assessed current market conditions as they planned their design-build programs to identify potential risks and opportunities. Among the issues to be researched and assessed include: (a) procurement actions that could limit or expand competition; (b) projected labor, material and equipment availability; (c) lessons learned from similar projects; and (d) realism of budget and schedule estimates. Owners used a rigorous and equitably-balanced project risk assessment process early in the procurement process and updated/refined the risk assessment as the project proceeded from procurement through project execution.
- Owner understood all procurement constraints imposed or flexibilities afforded by their legislative, regulatory, or internal requirements.
- Owner made an early determination of their programmatic position on conflicts-of-interest policy for design-build procurements and promptly disclose this policy to the marketplace that will likely pursue these design-build procurements.
- Owner made an early determination about their expectations for the design-builder's role in the start-up, commissioning and operations of the project and reflected expectations in their procurement approach.

An owner 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.

- Owner used a procurement process that: (a) focused heavily on the qualifications of the design-builder and its key team members rather than price; and (b) rewarded design-build teams that have a demonstrated history of successfully collaborating on design-build projects.
- Owner used a procurement process that encouraged the early participation of key trade contractors.
- Owner developed their design-build procurement with the goal of minimizing the use of prescriptive requirements and maximizing the use of performance-based requirements, which allowed the design-build team to meet or exceed the owner's needs through innovation and creativity.
- Owner developed realistic project budgets and provided clarity in their procurement documents about their budgets, including, as applicable: (a) identifying "hard" contract cost/budget ceilings; (b) stating whether target budgets can be exceeded if proposed solutions enhance overall value; and (c) stating whether the owner expects proposers to develop technical proposals that will encompass the entire target budget.
- Owner considered the level of effort required by proposers to develop responsive proposals and limited the deliverables sought from proposers to only those needed to differentiate among proposers during the selection process.
- Owner required project-specific technical submittals (e.g., preliminary designs) for evaluating and selecting the design-builder and: (a) used a two-phase procurement process; and (b) limited the requirement for such submittals to the second phase, where the list of proposers has been reduced.

An owner using a competitive design-build procurement that seeks price and technical proposals should: (a) establish clear evaluation and selection processes; (b) ensure that the process is fair, open and transparent; and (c) value both technical concepts and price in the selection process.

- Owner performed appropriate front-end tasks (e.g., geotechnical/environmental investigations and permit acquisitions) to enable the owner to: (a) develop a realistic understanding of the project's scope and budget; and (b) furnish proposers with information that they can reasonably rely upon in establishing their price and other commercial decisions.
- Owner appropriately shortlisted the number of proposers invited to submit proposals, providing the best opportunity for obtaining high quality competition.
- Owner provided shortlisted proposers with a draft design-build contract at the outset of the second phase of procurement, which: (a) provided proposers with an opportunity to suggest modifications during the proposal process; and (b) enabled proposers to base their proposals on the final version of the contract.
- Owner conducted confidential meetings with shortlisted proposers prior to the submission of technical and price proposals, encouraging the open and candid exchange of concepts, concerns, and ideas.

- Owner protected the intellectual property of all proposers and did not disclose such information during the proposal process.
- Owner offered a reasonable stipend to unsuccessful shortlisted proposers when the proposal preparation requires a significant level of effort.
- Owner ensured that their technical and cost proposal evaluation team members are: (a) trained on the particulars of the procurement process; (b) unbiased; and (c) undertake their reviews and evaluations in a manner consistent with the philosophy and methodology described in the procurement documents.
- Owner ensured that technical review teams do not have access to financial/price proposals until after completion of the scoring of the technical proposals.
- Owner provided unsuccessful proposers with an opportunity to participate in an informative debriefing session.

## Contracting

Contracts used on design-build projects should be fair, balanced and clear, and should promote the collaborative aspects inherent in the design-build process.

- Contracting parties proactively and cooperatively identified significant project-specific risks and clearly identified in the contract how such risks will be handled.
- Contracts reasonably allocated risks to the party that was best capable of addressing and mitigating the risk.
- Contracts used language that was understandable to those personnel administering the project.
- Contracts encouraged, rather than hindered, communications among project stakeholders.
- Contracts contained a fair process that facilitated and expedited the review and resolution of potential changes to the contract and adjustments in the contract price and time.
- Contracts contained a dispute resolution process that promoted the prompt identification and resolution of disputes at the lowest possible level of hierarchy within the parties' organizations.

The contract between the owner and design-builder should address the unique aspects of the design-build process, including expected standards of care for design services.

- Owners, consistent with their overall procurement strategy, evaluated and used appropriate contractual incentives that facilitated the alignment of the performance of their design-build teams with the owner's project goals.
- If the design-builder was expected to meet performance guarantees, the contract clearly identified such guarantees, and the guarantees were capable of being measured and reasonably achieved by a design-builder performing its work in a commercially reasonable fashion.

- The contract clearly specified the owner's role during project execution, particularly relative to: (a) the process for the design-builder reporting to and communicating/meeting with the owner; (b) the owner's role in acting upon the design and other required submittals; and (c) the owner's role, if any, in QA/QC.
- The contract clearly defined the role of the designer(s)-of-record and how it/they communicated with the owner.
- The contract clearly defined the commissioning and project closeout processes, including documentation associated with such processes.
- The contract clearly defined requirements for achieving project milestones, inclusive of substantial completion, final completion, and final payment.

The contracts between the design-builder and its team members should address the unique aspects of the design-build process.

- During the proposal phase, the design-builder used written teaming agreements with each team member to develop and capture an understanding of their relationship and key commercial aspects of their relationship.
- The design-builder and its designer(s) developed an understanding, at the outset of their relationship, of the key commercial aspects of their relationship, including: (a) the designer's compensation, if any, during the proposal period; (b) the designer's role in reviewing/approving the proposal; (c) the contractual liability of the designer for problems, including delays, during execution; and (d) the designer's right to use project contingency for its execution-related problems, and captured these understandings in the written teaming agreement.
- The contract reflected that designer(s)-of-record are regularly and actively involved throughout the project's execution.
- The contract established the role and primary responsibilities that each party had relative to the design process.
- The contract ensured that there is a clear understanding as to how the team members communicated with each other and with the owner, including meetings that each party was expected to attend.
- The contract had a clear and commercially-appropriate "flow-down" of obligations from the prime design-build contract.

## **Executing Delivery**

All design-build team members should be educated and trained in the design-build process and be knowledgeable of the differences between design-build and other delivery systems.

- All members of the design-build team understood that the project's success was dependent on the ability of the team members to work collaboratively and to trust that each member is committed to working in the best interests of the project.

- Projects were staffed with individuals that are educated and experienced in the implementation of design-build best practices and whose personalities were well-suited to the collaborative nature of the design-build process.
- Project teams had senior leadership committed to their projects' success and actively supportive of design-build best practices.
- The design-builder recognized the benefit of including experienced design-build trade contractors on its team.

The project team should establish logistics and infrastructure to support integrated project delivery.

- Owners and the appropriate members of the design-builder's team co-located when justified by project characteristics (e.g., project's complexity and volume of design submittals.)
- Design-builders strived to have their design and construction teams working in the same place as often as possible, including co-location if practical.
- Owners and design-builders ensured that the administrative processes established for project execution were appropriate, well-understood, and expeditious.

The project team, at the outset of the project, should establish processes to facilitate timely and effective communication, collaboration, and issue resolution.

- The owner and design-builder developed and used a structured partnering process, scaled appropriately to reflect the project's size and complexity.
- The owner and design-builder created an executive leadership group, including individuals from key members of the design-builder's team (e.g., designer(s)-of-record and key subcontractors) to meet regularly, monitor the project's execution, and facilitate the understanding and achievement of the parties' mutual goals.
- The owner and design-builder developed processes that enabled key stakeholders (e.g., government agencies and third-party operators) to interface directly with the design-builder and its design professionals on significant elements of the work.
- The owner and design-builder, at the outset of the project, endorsed and liberally used techniques that effectively integrated design and construction activities and took steps to continue these processes throughout the duration of the project.
- The owner was fully engaged and prepared to make the timely decisions necessary to facilitate the design-builder's performance, including being represented by staff that has the authority to make decisions and perform its project functions.
- The design-builder clearly, thoroughly, and expeditiously advised the owner about any issues that might impact the contract price or schedule, enabling the owner to make an informed decision as to how to address such issues.

The project team should focus on the design management and commissioning/turnover processes and ensure that there is alignment among the team as to how to execute these processes.

- The owner and design-builder acknowledged the significant level of effort required to manage the development and review of the design and, consequently: (a) dedicated sufficient resources to foster a collaborative environment for this work; and (b) mutually developed a realistic design development plan that efficiently engaged the owner and key members of the design-builder's team (e.g., designer(s)-of-record and key subcontractors) in purposeful meetings.
- The owner and design-builder agreed upon clear, realistic, and expeditious submittal and review/approval processes that were in harmony with the parties' schedule and other project-specific goals.
- The design-builder ensured that design advancement and changes to the contract documents were clearly, thoroughly, and contemporaneously documented, and that there was a clear understanding as to when the owner was integrated into the decision-making process for and notified of such advancement and changes.
- The design-builder and its team: (a) established a trend system early in the design development process to identify, track and evaluate any potential changes before they adversely impact the project's cost or schedule; (b) clearly, thoroughly, and contemporaneously communicated to the owner the information derived from the trend system; and (c) maintained the trend system throughout the construction process until it is no longer needed.

**Project Name:** \_\_\_\_\_

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