

## Design-Build: Using OAA 600–2021

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### Summary

The Canadian Construction Documents Committee (CCDC) published CCDC 14-2013, Design-Build Stipulated Price Contract (for use with the owner and design-builder), and CCDC 15-2013, Design Services Contract Between Design-Builder and Consultant (for use with an Architect, or other professional consultant, and a design-builder).

This Practice Tip suggests modifications to OAA 600-2021 A, Standard Form of Contract for Architect's Services, to serve as the Association's recommended alternative to CCDC 15 for use as the architectural services contract with a design-builder. It has four attachments:

- Attachment 1 is a guide to apply the attachments in PT.25 to OAA 600-2021;
- Attachment 2 is a template for Schedule 5, with suggested changes to OAA 600-2021;
- Attachment 3 provides replacement templates for the default Schedules 2 and 3; and
- Attachment 4 provides replacement templates for the default Appendices A and B.

### Background

Design-build is a form of project delivery where an owner contracts, under a single contract, with one entity (a design-builder) to provide and take contractual responsibility for both design services and construction work.

The design-build method of project delivery is frequently used with the CCDC published standard contract forms for design-build being CCDC 14–2013, Design-Build Stipulated Price Contract, and CCDC 15–2013, Design Services Contract Between Design-Builder and Consultant.

Since the architectural services contract is used in conjunction with the design-builder's contract with the owner (for example, CCDC 14), it is also important to review Practice Tip PT.23.6 Design-Build: CCDC 14–2013.

### Procedure

- Become familiar with the design-build form of project delivery. Review referenced material including standard CCDC contracts and CCDC guides, the *Canadian Handbook of Practice* (CHOP), and OAA Practice Tips.
- If becoming involved in a design-build project, or presented with CCDC 14 or CCDC 15 contracts by an owner or design-builder, review and discuss the benefits of the OAA recommendations in Practice Tips PT.25, 23.6, and 23.7.
- To clients asking about design-build, provide information, sources for additional information, and possible pros and cons from personal experiences, remembering that the determination of the project delivery method is an owner's decision. Advising and making strong recommendations may be seen as making a decision and may give rise to liability for the holder.
- Download the *OAA 600-2021 Guide to the Standard Form of Contract for Licensed Member's Services* to assist you with modifying the standard contract.
- Complete the editable portions of OAA 600-2021 and include modifications for design-build as referenced in Attachments 2, 3, and 4 of this Practice Tip.

- Obtain a copy of the contract between the owner and the design-builder. Review it for consistency with your role and responsibilities, as described in the architectural services contract. If any inconsistencies remain after negotiating for consistent contracts, seek legal and insurance advice. The design-builder may decide to redact commercially sensitive portions of their contract before providing a copy for your use.
- Confirm who will be the *Payment Certifier* designated in CCDC 14 and modify the roles and responsibilities of the holder as required. Refer also to the related comments in PT.23.6.
- While the templates provided in the attachments were valid on the date of first publication, applicable law changes and court decisions may affect the validity of the templates. Legal review, including review of your professional liability insurance policy, should be sought before incorporating them into your contracts.
- For any other questions, consult legal counsel and your insurers prior to signing a modified OAA 600-2021.

## References

OAA 600-2021 GUIDE to the Standard Form of Contract for Licensed Member's Services

OAA 600-2021 A (OAA Standard Form of Contract for Architect's Services)

PT.23.6 – *Design-Build*: CCDC 14–2013

PT.23.7 – *Design-Build*: CCDC 15–2013

RAIC CHOP Chapter 4.1 Types of Design – Construction Program Delivery

Chapter 6.1 Predesign – Functional Programming

## Attachments

Attachment 1: Guide to Apply PT.25 Design-Build to OAA 600-2021 (PDF)

Attachment 2: Template – Schedule 5 (MS Word)

Attachment 3: Template – Schedules 2 & 3 (MS Word)

Attachment 4: Template – Appendices A & B (MS Word)

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*The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.*

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