

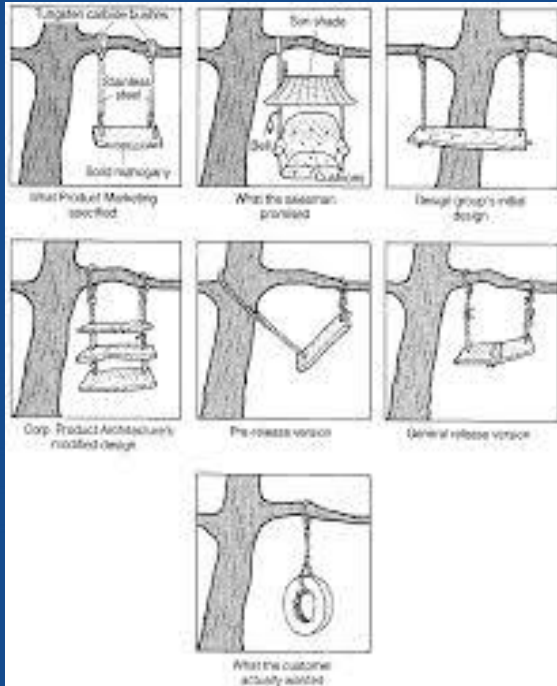
The Brooks Act Design-Build Procurement

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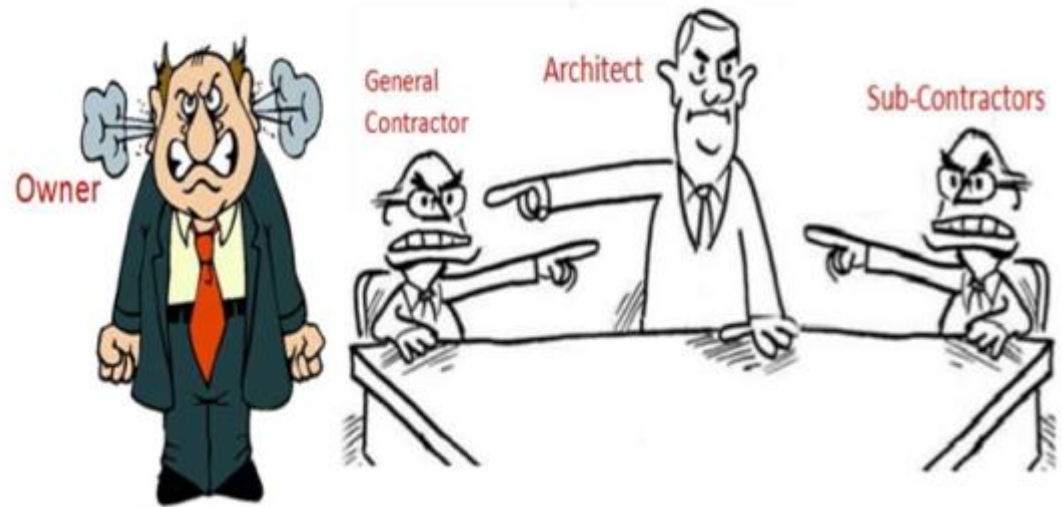
Bus & Paratransit Conference



Design-Build



Who's Responsible For This Mess?



Design-Build Definition

- Construction project delivery method in which contracting for design and construction simultaneously under one single contractor responsible for both design and construction





Design-Build Construction

Advantages

- Single point of accountability
- Designer and contractor collaboration
- Faster concurrent schedule
- Fewer change orders
- Qualification based selection
- Better quality and lower cost (maybe)

Disadvantages

- Decreased/limited owner control over design
- Decreased architect advocacy and owner interaction
- Requires owner expertise
- Fewer checks and balances
- Price competition based on incomplete design

Design-Build FTA Best Practices

- FTA does not require the use of any particular project delivery method on FTA funded construction projects
- FTA does require justification of any innovative approach
 - Ensure legal authority
 - Ensure risk is carefully managed so as not to negatively impact a project's scope, schedule, and budget

Design-Build FTA C4220.1F

- Use the procurement method appropriate for the services having the greatest cost
 - Construction predominant
 - Sealed proposals or bids
 - Not Brooks Act
 - Design predominant
 - Brooks Act
 - One or Two-Step Procurement Process

Design-Build Procurement Process

- Check your state and local laws
- FAR Part 36 – Two-Phase Procurement
 - Phase One
 - Unpriced Technical Proposals
 - Statement of work
 - Selection Criteria
 - Phase Two
 - Separate and sealed technical and price Proposals
 - Statement of work (10% design)
 - Selection Criteria

Design-Build Best Practices

- Performance or outcome based design (10% or less)
- Short-list 5 or fewer firms
- Own the designs – Pay stipends
- Encourage joint-ventures





Sheraton

Air

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