



To Have and to Hold: Strategies for Managing Risk on Design/Build Teams

We hope you enjoyed the White Paper and have learned much about the management of risk on Design/Build Teams. The following 10 questions cover essential facts about the White Paper you have just read. Please circle your answer to each question, scan the completed test and email it to AIATrust@aia.org along with your name and AIA member number. After we receive your test we will add the Learning Unit to your online transcript and will email the answer sheet with the correct responses to you.

Question 1

Which of the following is not a way in which to structure design/build teams?

- A. Teaming agreements
- B. Joint ventures
- C. Tolling agreements
- D. Partnerships

Question 2

The vast majority of vertically structured Design/Build teams are:

- A. Architect-led
- B. Owner-led
- C. Joint/Venture-led
- D. Contractor-led

Question 3

Joint venture relationships typically include all but which of the following?

- A. Joint control over decisions
- B. Mutual warrantees and guarantees
- C. Profit sharing

Question 4

Incompletely developed design documents necessitate inclusion of which of the following?

- A. Allowances
- B. Contingencies
- C. Unit prices
- D. A and B
- E. All of the above

Question 5

In the case, *C. L. Maddox, Inc. v. Benham Group*, the court found in favor of:

- A. The owner
- B. The architect
- C. The prime design/builder

Question 6

A significant liability risk for the design professional on design/build projects is:

- A. The selection of design materials
- B. Job site review of submittals
- C. The unintentional guaranteeing of the design

Question 7

To protect against the contractor “shopping” for a lower cost design professional after the project is awarded, the architect can do which of the following?

- A. Agree on terms and conditions for design services in a team agreement
- B. Append the parties work contract to the Teaming Agreement
- C. Provide the contractor on a limited license to use the design documents developed during the proposal phase
- D. B and C
- E. All of the above

Question 8

Which of the following should not be considered for inclusion in a design/build teaming agreement?

- A. Decision-making authority for the design/build team’s proposal price
- B. Sharing of liability for unsuccessful proposals
- C. Right to participate in negotiation of prime design/build agreement
- D. Confidentiality and non-disclosure clauses

Question 9

Which of the following are considered insurable risks by professional liability insurance providers?

- A. Warranting the Work
- B. Fiduciary duties
- C. Guaranteeing the Work
- D. A and C
- E. None of the above

Question 10

Which of the following is not a key term to consider including in a design/build agreement?

- A. Limitation of liability
- B. Waiver of consequential damages
- C. Construction contingency
- D. No damages for delay