

Design-Assist and the AISC Code

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A formal interpretation and related thoughts.



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THE TERM "DESIGN-ASSIST" CURRENTLY does not have a standardized definition. Nonetheless, it is appearing with increasing frequency today in steel fabrication contract documents that call for collaboration and the early involvement of the structural steel fabricator.

The AISC Committee on the Code of Standard Practice is working proactively with collaborators at the American Institute of Architects (AIA) to develop a standardized, consensus definition of the term. These discussions are still in progress but already have identified many complex issues related to the design-assist concept of early involvement. We also expect to broaden our discussions to involve other appropriate organizations.

The AISC Committee on the Code of Standard Practice was asked if the *Code of Standard Practice for Steel Buildings and Bridges* (ANSI/AISC 303, the "CoSP"; www.aisc.org/code) is applicable to design-assist projects. Following is the formal interpretation provided by the Committee in answer to that question:

Does ANSI/AISC 303 Code of Standard Practice (the CoSP) apply to design-assist and other forms of collaboration? Yes, the Committee affirms that the provisions of the CoSP apply to all projects that involve fabricated structural steel. The CoSP is the recognized statement of custom and usage in the fabricated structural steel industry in the United States. Portions of the CoSP are also incorporated by reference into the *International Building Code* (IBC) and all state and local building codes that adopt the IBC; see www.aisc.org/303IBC.

The foregoing was issued in AISC General Bulletin #2467 on January 2, 2019, which also stated the following:

The AISC Committee on the Code of Standard Practice is a balanced, ANSI-accredited standards-developing committee. It has equal representation of designers, industry and general interest participants. It is responsible for the ongoing development of ANSI/AISC 303: *Code of Standard Practice for Steel Buildings and Bridges* as a consensus American National Standard, and is the sole entity with the authority to provide official interpretations of it.

Several thoughts merit mention in relation to this formal interpretation:

- Generally speaking, and focusing only on contracts to fabricate or fabricate and erect structural steel, a design-assist contract involves a structural steel fabricator actively participating in a project as the structural design work is evolving. As such, design-assist is a form of early project collaboration between the various parties.



Courtesy: Ruby+Associates

- The participating fabricator usually is asked to comment upon and provide input on the constructability of the design and suggest where efficiencies can be gained through modifications of the design.
- In some instances, that fabricator also is asked to provide preliminary pricing based upon the partial, in-progress design information that is current at the time the design-assist contract is executed.
- The structural design in a design-assist contract is expected to evolve as the project moves forward and is finalized.
- The role and responsibilities of the owner's designated representative for design (ODRD) are clearly defined in the CoSP and do not change with design-assist collaboration.
- The structural steel fabricator does not assume the responsibilities of the ODRD as that term is defined in the CoSP.
- The owner can realize significant benefits through use of early involvement, and early involvement can work to the advantage of all participants.
- However, the lack of a standardized, consensus definition of design-assist as a term means caution should be exercised when considering contract documents that specify a design-assist approach to collaboration and the early involvement of the fabricator.
- Changes in the member and connection designs, as well as in the scope and nature of the work, are likely to result in

changes in the pricing and schedule of the fabricated structural steel work.

- The CoSP establishes mechanisms that are recognized in the industry to develop appropriate and equitable contract price adjustments for such changes in all contracts, including design-assist contracts.

There are fundamental questions that should be raised, answered and clearly documented when engaging in a design-assist contract, including the following:

- Do the contract documents provide a clear definition of the expectations and responsibilities of all parties?
- Do the contract documents explicitly recognize that an evolution likely will occur in the design work after the design-assist fabricator is contracted?
- Do the contract documents make clear how and when all requirements stated in Section 3.1 of the CoSP will be defined in the design documents?

The parties to a contract that leave these questions unanswered are all exposing themselves to the potential consequences of misunderstandings and diverging expectations. The parties that use them to foster a mutual understanding and develop consistent expectations can all reap the benefits and rewards of early involvement. Those collaborators all can manage their own risks and not be asked to bear risks that are shifted to them unexpectedly by another party. ■