

Pennsylvania Court of Common Pleas Voids Design-Build Contract for Failure to Strictly Comply With Architects Licensure Law

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The Pennsylvania Court of Common Pleas deemed a design-build construction contract void for failure to comply with a provision of the Architects Licensure Law that requires a design-build contract to name the architectural firm responsible for architectural services.^[1]

In *Sinclair v. Marco Polo Real Estate, Inc.*,^[2] the design-build contract did not name the architect. After the design-build entity quoted a sizable increase in construction costs for the project, the owners gave notice of their intent to terminate the contract.

The owners filed suit seeking a declaratory judgment. They argued that the design-build entity's failure to comply with the Architects Licensure Law rendered the parties' contract void. The design-build entity argued that the owners were aware of the architect and had met with the architect on various occasions, and thus the contract could be performed without violating the statute.

The court held that the Architects Licensure Law required strict compliance, pointing to the legislature's intent to protect the public by requiring strict compliance with contracting provisions for design-build services. Because the statute required the contract to name the architectural firm contractually responsible to the design-build entity,^[3] and it did not do so, the design-build contract violated the law and was void.

The Superior Court dismissed the design-build entity's interlocutory appeal. Two other claims remain pending in the trial court and the design-build entity did not establish a basis for the Superior Court to take up the interlocutory appeal.^[4]

Takeaways

With no current binding appellate authority on the issue, expect challengers across Pennsylvania to look to *Sinclair*. For now, *Sinclair* serves as a warning that design-build professionals must ensure strict compliance with applicable licensure laws. As evidenced by *Sinclair*, even express knowledge of the architect will not overcome the failure to name the architect in the design-build agreement as required by the Architect Licensure Law.

Although *Sinclair* arose in the residential construction context, the court did not limit its holding to only residential projects. Nor did the court limit its holding to solely naming the architect in the agreement. The Architects Licensure Law contains various other requirements, which may similarly be strictly enforced. Design-build

professionals should carefully review their contracts to ensure strict compliance with the Architects Licensure Law or risk a voided contract.

Troutman Pepper Locke attorneys continue to monitor developments and are well-positioned to advise clients regarding their design-build agreements and compliance with applicable laws.

[1] 63 Pa. Cons. Stat. § 34.15(9). As the court noted, effective December 30, 2024, the Architects Licensure Law, § 34.1, et seq., is now 63 Pa. Cons. Stat. § 34.101, and § 34.15 was renumbered to 63 Pa. Cons. Stat. § 34.508.

[2] No. 2024-03139 (C.P. Bucks June 30, 2025).

[3] 63 Pa. Cons. Stat. § 34.15(9)(iv). Specifically, Section 9(iv) of the Architects Licensure Law provides: “The contract between the design-build entity and the client shall set forth the name of the architectural firm which will be contractually responsible to the design-build entity for providing architectural services.”

[4] *Sinclair v. Marco Polo Real Estate, Inc.*, No. 1364 EDA 2025 (Pa. Super. Ct. Aug. 20, 2025).

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