

Design Professionals Newsletter

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AS-BUILT V. RECORD DRAWINGS

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The industry terms "As-Built" drawings and "Record" drawings are often a source of confusion, and, generally speaking, there is no set definition for these terms. "As-Built" drawings and "Record" drawings are frequently subject to different meanings, as the various concepts associated with these terms are often conflated. It is often the case that insufficient attention is paid to the differences and distinctions project participants attribute to these industry terms. At best, the misuse, misapplication, or failure to recognize distinctions being made in the use of the terms "As-Built" drawings and "Record" drawings may lead to an owner with disappointed expectations or extra uncompensated work for the design professional; and, at worst, invite a dispute and create potential professional liability issues.

These concerns should be addressed by having a clear understanding of what distinctions are typically associated with these terms and encouraging open dialogue with the owner to manage and define expectations. Additionally, project participants should expressly delineate responsibility in a written contract for any services associated with the creation of "As-Built" drawings and "Record" drawings, if they are part of the design professional's scope of services, and incorporating cautionary notes and/or disclaimers within the contract documents, including the design professional's professional services agreement.

DEFINITIONS

Use of these industry terms should be done in a clear manner and an effort should be made to avoid intermingling the terms and the concepts ascribed to them. While there is no set definition for these industry terms, most design professionals and others involved in the construction industry should subscribe to the following general definitions:

AS-BUILT DRAWINGS

“As-Built” drawings are typically prepared by the contractor during the construction phase of the project. These drawings are based on information the contractor provides, typically through the contractor’s mark-ups to the design professional’s original drawings. Primarily, these drawings show in “red ink” (or some other method of distinction) the on-site changes and/or deviations from the original contract documents. This may include, among other things, the actual locations of project features and/or building components, and changes to the original design. “As-Built” drawings are often supplied to the design professional and/or owner at the completion of the project.

From time to time, a request is made of the design professionals to provide “As-Built” drawings. The implications of providing this service may raise additional concerns which are discussed below.

RECORD DRAWINGS

“Record” drawings are typically prepared by the design professional at the completion of the project. These drawings are meant to reflect the project in its completed state, including all design and construction changes. Consequently, these drawings are typically meant to capture the original drawings, issued sketches, approved change orders, addenda, on-site instructions, et cetera, and incorporate the “As-Built” drawings depicting the on-site changes and conditions provided by the contractor.

ENSURE CLARITY BETWEEN ALL PROJECT PARTICIPANTS

It is not uncommon for members of the design professional community, and construction industry as a whole, to interchange these terms or refer to them as the same thing. Under these general definitions, it is important that “Record” drawings not be mistaken or confused for “As-Built” drawings, and vice versa. Therefore, a concerted effort should be made on any project calling for either of these drawings to ensure that all project participants are on the same page concerning the scope of the expected post-construction documentation.

CAREFUL CONSIDERATION FROM THE BEGINNING

“As-Built” drawings and “Record” drawings are not, and should never be, part of a design professional’s basic scope of services. Providing these drawings on a project is a significant undertaking in terms of time, cost, and responsibility which, may lead to added exposure to professional liability claims if not properly addressed from the beginning. By all accounts, “As-Built” drawings and “Record” drawings should be considered supplemental and/or additional services and defined as such in your professional services agreement.

Industry standard form agreements such as *B101-2017 Standard Form Agreement Between Owner and Architect* recognize these drawings (or some variation of them) as

“supplemental services,” and allow the owner and design professional to allocate responsibility for any supplemental services, if any, and incorporate payment terms for these supplemental services. Pertinent provisions of *B101-2017* to this topic include:

§ 4.1.1.15 (*As-designed record drawings*) - As-designed record drawings are the record of everything the Architect designed for the Project, and include the original Construction Documents plus all addenda, Architect’s Supplemental Instructions, Change Orders, Construction Change Directives and minor changes in the work.

§ 4.1.1.16 (*As-constructed record drawings*) - As-constructed record drawings (commonly called “As-builts”) are the record of the Project as constructed based on information the Contractor provides to the Owner under the contract for construction.

Regardless of whether you utilize an industry standard form agreement or not, it is important to ensure that your professional services agreement specifies, at a minimum: (1) whether “As-Built” drawings and “Record” drawings are to be provided as a supplemental service on the project; (2) whether the owner, design professional, or contractor is responsible for these supplemental services; (3) how the design professional is to be compensated for providing these supplemental services; (4) a clear description of the supplemental services to be provided (i.e., what constitutes “Record” drawings); (5) in what format or form (paper or electric) the drawings are to be delivered; and (6) any limitations and/or disclaimers associated with providing these supplemental services.

Taking the time to carefully consider these factors and clearly account for them in your professional services agreement will serve to manage expectations, ensure proper compensation, and guard against potential professional liability issues/claims

LIMIT YOUR RESPONSIBILITY AND MINIMIZE THE RISK

A design professional’s role in the construction process and first-hand knowledge regarding contractor changes and/or actual site conditions is often limited. Consequently, the instruments of service a design professional provides should include language that reflects these limitations and is commensurate with the information possessed. Because the general definition of “Record” drawings includes, among other things, contractor provided information, including information conveyed on “As-Built” drawings, it is important that your contract language and disclaimers/notes associated with any “Record” drawings make clear that the “Record” drawings are:

- **Not** a representation that the project has been constructed in exact conformance with your design, instead, they are meant to reflect that the project has been constructed in general conformance with your design intent and any design changes approved in writing by you;
- **Not** a representation that the project has been constructed in conformity with the design intent and/or design provided by others;
- **Not** a representation as to the accuracy of information obtained from the contractor and/or from the contractor’s “As-Built” drawings reflecting on-site changes and/or deviations from the original contract documents. Instead,

this information has been provided by the contractor to you, and you are entitled to fully rely on the accuracy of the information supplied.

On a practical level, regardless of your involvement in the construction process, it is impossible to verify *all* of the information provided by numerous other project participants or that *all* of the relevant information has been supplied to you. The foregoing clarifications are geared to reflect this reality and are vital to counter any suggestion that the “Record” drawings are a representation by the design professional that all of the information contained on the drawings has been verified as accurate and complete, and to showcase that any reliance by others to the contrary is unreasonable and/or unjustified.

Depending on your role in the construction process, there may be additional clarifications/disclaimers that should be made other than those listed above. Carefully consider what information is contained on the “Record” drawings, its source, and your first-hand knowledge as to its accuracy of that information when making any representations in connection with “Record” drawings.

In addition, from time to time, design professionals involved in a project to rehabilitate, retrofit, or provide an addition to an existing project, space, building, or site are requested by the owner to create “As-Built” drawings. The request for a design professional to provide “As-Built” drawings may also come long after a project is complete when the contractor is no longer involved. It is not uncommon in these situations for there to be no existing “As-Built” drawing from previous projects or other documents evidencing changes to the contract documents as implemented by the contractor.

Any request to provide “As-Built” drawings under these circumstances should be highly scrutinized and given careful consideration because: (1) the term “As-Built” drawings suggests that the information supplied on them is an exact depiction of the actual conditions and certification of same; and (2) your access to the information to be depicted on the “As-Built” drawings is substantially compromised. Consequently, it is vital that the preparation of “As-Built” drawings under these scenarios also be accompanied with disclaimer language making clear that you have not verified the accuracy or completeness of information on the “As-Built” drawings or changes to the work other than design changes approved in writing by you.

CONCLUSION

Design professionals should endeavor to avoid providing drawings termed “As-Built” on a project. If an owner insists on this terminology, an effort should be made to find out why, and the owners’ expectations should be managed accordingly.

Regardless of whether you contract to provide “Record” drawings, “As-Built” drawings, or any other drawings as a supplemental service, certain disclaimers are often warranted to limit your exposure to future issues that may arise out of providing these supplemental/additional services. Most important is not what terms are used, but rather, what the project participants understand these terms to mean. With that common understanding defined, the delivery of these supplemental/additional services should be clearly addressed upfront in your professional services agreement and any instruments of service should include necessary disclaimers.

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