

# Certifying As-built or Record Drawings

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## CONSULT YOUR ATTORNEY

The information herein should not be regarded as a substitute for legal advice. Readers are strongly advised to consult an attorney for advice regarding any matter related to contract provisions.

## SUMMARY

Architects should use caution when giving record drawings to clients and when creating “as-built” drawings. Examples of provisional language that might be used to mitigate the risk involved with “as-built” drawings are included.

## “AS-BUILT” VERSUS “RECORD DRAWINGS”

From time to time, a client may ask the design team to modify construction documents—plans and specifications—to reflect the condition of the building “as-built.” An architect assumes a substantial risk in preparing such “as-built” documents. Subsequent owners of the property have a right to rely on the information in a record document whether or not they were properly advised of the understanding between the original owner and the architect regarding the document’s completeness and accuracy.

The term “as-built drawing” logically can be inferred to mean that the document depicts the actual physical condition of the constructed facility. The phrase “record drawing” is a more accurate term for postconstruction documents because there is no such thing as an “as-built” drawing; drawings intended to document construction are based largely on information supplied by the contractor and others upon completion of the work and only partly on the architect’s observation and documentation of the actual construction.

When record drawings are compiled for a client, they are intended to conform only to the information furnished by the contractor to the architect and thus only show the *reported* location of the actual work.

## MATCH RISK AND RESPONSIBILITY

Because record drawings are based to a large extent on information provided by others, and finish materials conceal much of the information depicted, it is not reasonable to expect an architect to verify and certify the information the drawings contain. To do so, the architect either would have to observe construction continuously, full-time, throughout the construction phase or perform destructive investigations and testing after completion. The cost of such services would be prohibitive—no client would agree to pay for them. Therefore, it is neither practical nor ethical for an architect to attest to the accuracy of record documents or the accuracy of future design documents prepared on the basis of the information they contain.

The client may want the construction contractor, who is responsible for the information, to certify its appropriate level of accuracy. Unless the architect is the leader of a design-build venture, such verification cannot be the architect’s duty, and therefore the accuracy of the documents should not be the architect’s risk.

## PRUDENT CONTRACT PROVISIONS

To help minimize the likelihood of a misunderstanding or future claim concerning record documents, it may be useful to insert into the owner-architect agreement (or to use as the basis of a separate agreement for additional services to compile record documents) a provision that acknowledges the true nature of record documents. Such a provision might read as follows:

*Upon completion of the work, the Architect shall compile for and deliver to the Owner a set of record documents conforming to information furnished to the Architect by construction contractors. This set of documents shall consist of record specifications and record drawings showing the reported location of work. Since record drawings are based on information provided by others, the Architect shall have no responsibility for the accuracy of the information contained in such record documents.*

## INDEMNIFICATION: PARTIAL PROTECTION

If a client demands a set of “as-built” documents during initial contract negotiations, or later as an additional service, the architect should consider negotiating a provision in the agreement with the client stating that the client will defend the architect against any claims that are due to a mistake in the information the construction contractor has given the architect. Such a provision also should indemnify the architect for any costs, losses, or damages caused by such claims. The architect should be mindful, however, that an agreement by the owner to defend and indemnify the architect against claims by third parties is only as good as the client’s continued existence as a legal entity with sufficient financial means to satisfy any claim or judgment and the cost of damages incurred by the architect.

## PUT OTHERS ON NOTICE

To help guard against the risk posed by the use of record documents by third parties such as subsequent owners, it would be prudent to include on every page of record specifications or drawings a disclaimer concerning the limits of accuracy of the documents. Such a disclaimer might read as follows:

*This record drawing [or record specification] has been prepared, in part, based upon information furnished by others. While this information is believed to be reliable, the Architect assumes no responsibility for the accuracy of this record drawing [or record specification] or for any errors or omissions that may have been incorporated into it as a result of incorrect information provided to the Architect. Those relying on this record document are advised to obtain independent verification of its accuracy.*

While the term “record drawings” is preferred to the older term—“as-built” documents—use of the older, less accurate term is still common. If the term cannot be avoided, it should be explicitly defined as noted above to refer to documents prepared by the architect based on information received from others.

## RESOURCES

### More Best Practices

The following AIA Best Practices provide additional information related to this topic:

- 11.01.01 Owner-Architect Agreements for Small Projects
- 11.01.03 Reviewing Owner-Supplied Agreements
- 18.09.01 Quality Control: A Construction Contract Administration Checklist

### For More Information on This Topic

See “Contract Administration” by Patrick Mays, AIA, *The Architect’s Handbook of Professional Practice*, 13th edition, Chapter 18, page 603. The *Handbook* can be ordered from the AIA Bookstore by calling 800-242-3837 (option 4) or by sending an e-mail to [bookstore@aia.org](mailto:bookstore@aia.org).



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### Key Terms

- Design
- Construction documents
- General documents
- Documents issued for construction