# **Management of the Project - Article**

# **Issued for Construction Documents**

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#### Introduction

The OAA 600-2013 "Standard Form of Contract for Architect's Services" in Item 3.1 includes the following:

**.22 Issued for Construction Drawings** - Prepare Issued for Construction drawings incorporating relevant addenda or negotiated changes during bid/negotiation phase.

For the purposes of this document, the term "Issued for Construction" (IFC) refers to a set of bid drawings and specifications that have been modified to include all the changes in the documents due to relevant addenda, selection of alternate pricing options, and other negotiated changes. It should be identical in content to the contract documents.

Some advice to architects is to call these documents Issued for 'Consolidation' rather than 'Construction', and in fact consolidation is a better term for what these documents represent. The American Institute of Architects (AIA) uses the term 'Conformed'. This document uses the more common term 'Construction', consistent with OAA 600.

Often a general contractor will request a set of "Issued for Construction" documents right after contract award. The issue of an IFC set should have been discussed with the client and appropriate provision and compensation included in the client/architect agreement.

#### History

In the bronze age, not only before the Internet, but before even CAD, things were different. Many offices prepared specs using electric typewriters, so changing a few words meant re-typing a whole page, and if the page got longer, potentially re-typing the rest of the spec section. Two-sided printing was expensive, so printing was done single-sided, often on dot-matrix printers.

Drawings were done with pen or pencil on paper (e.g. 1000H) or later on mylar. Printing was done in-house using a diazo machine. Every office smelled of ammonia. Simple changes to a drawing were relatively simple, but printing was labour intensive and time consuming.

Once printed, the revisions had to be couriered to or picked up by the contractor unless the documents were small enough to be sent by facsimile transfer (fax).

Taken together, these factors lead to the practice of issuing letter size revisions to portions of a drawing, and to revising specs by listing the additions, deletions and changes to specific sentences in addenda rather than issuing full sheets or spec sections.

Upon receiving the changes, the general contractor would take a set of bid documents along with a copy of all the changes and insert the changes in the appropriate places in the bid documents. This could involve taping or stapling the change to a drawing or to a page in the specification book or literally cutting and pasting the changes line by line.

### **Issued for Construction**

By cutting and pasting, the contractor assembled a complete and up-to-date set of documents for reference on site during the construction phase. It was time consuming and the results were messy and somewhat fragile, but it worked. It was a lot of work for the contractors and wasn't the easiest to use, especially if there were several overlapping changes.

Fast forward to the age of word processors, CAD, and large format printers. Contractors realized that regardless of how consultants issued changes, they likely had files with the latest revised version of the drawings and specs. Contractors then started asking consultants to issue the revised documents as an "Issued for Construction" set. Clean. Tidy. Reproducible.

Where the architect chooses to create an "Issued for Construction" set for internal use in administering the contract, the effort to prepare, and check PDFs to issue to the contractor will be lessened.

There are however, dangers in preparing an "Issued for Construction" set. The dangers lay in the potential that the "Issued for Construction" set is missing some changes or contains additional changes to the documents that are not official changes. It is human nature to correct mistakes and it is the nature of designers to tweak designs. It takes discipline to archive a file exactly as issued and to leave it alone. It is tempting to fix things like hatching, references, dimensions, line weights or spelling before you forget them so that the detail or spec section is ready to be used on a future project. Such changes may be simple and innocuous, but they are not part of the contract.

In most cases, such changes probably wouldn't make a difference or even be noticed, but if things go wrong on a project, they have the potential to be used in a claim against the architect as indications of inaccurate work or of bias.

It is also possible that the architect has started on revising the documents for the next anticipated change. Such a change would likely be noticed and it has the potential to be interpreted as the architect trying to put one over on the contractor, with ramifications to the trust relationship necessary for a smooth & successful project.

# **Current Options**

Because we are creatures of habit, a survey of current office practices would reveal a complete range of practices as old ways die hard. Personal preferences aside, what is the best way to issue changes made during the bid process?

The options available to architects today are much different than they were a few years ago. While the traditional processes still persist, they may no longer be the best choice. Now it is easier to archive a copy of the original and create a revised drawing than it is to excerpt a portion of a drawing, add a letter size title block, and issue a partial drawing revision. Add to this the ability to create and email a PDF rather than a paper copy, and the process begins to look a lot different.

Similarly with specifications, it is easier to revise and reissue an entire page or even an entire section than to describe which words to change.

Optimally, if every change were issued in an addendum as a revision to an entire drawing, spec page or complete section, then the need for and advantages of the consultants issuing an "Issued for Construction" set disappear. It is easy for the contractor to substitute complete pages from the addenda for the original pages or to add additional whole pages. The slight downside to this is that addenda consist of more pages, and any mark-ups the contractor has made on a page or drawing sheet need to be transferred to the newly issued one.

From the architect's perspective, it probably takes less effort to prepare addenda when you issue complete pages (editing rather than cutting and pasting), and the effort in preparing, checking, and issuing an "Issued for Construction" set is also reduced.

Refer to the attached sample addenda for examples of the old and newer styles.

#### Issuing

If it is still considered necessary to produce an IFC set that is not strictly for internal use by the architect, the set needs to be issued under seal since it is intended to govern the construction. There are two options. Issue it for convenience only, or issue it as part of the contract. The latter option is preferred since it leads to all parties understanding its place in the contract.

When issued for convenience only, the documents should carry a disclaimer such as:

"Drawings/Specifications "Issued for Construction" are complementary to the Contract Documents. To the best of our knowledge they are an accurate representation of documented revisions. In the case of any discrepancy, omission or conflict between the "Issued for Construction" documents and the contract documents, the contractor is to promptly bring it to the attention of the architect."

If the disclaimer used for IFC drawings does not say, "In the event of a conflict the original bid documents shall govern.", or words to that effect, then the CCDC hierarchy which says that later dated documents govern would apply.

Any disclaimer should be reviewed by your legal counsel before it is used.

If the IFC set is to be issued formally, since it is believed to be an accurate representation of the contract, it should not affect contract time or price. It is therefore appropriate to issue the IFC set as a Supplemental Instruction. By doing so, the IFC set explicitly becomes part of the contract documents and is subject to the hierarchy of documents noted in the contract.

When issued formally, the IFC documents should carry a note such as:

"Drawings/Specifications "Issued for Construction" are to the best of our knowledge an accurate representation of documented revisions. In the case of any discrepancy, omission or conflict between the "Issued for Construction" documents and the contract documents, the contractor is to promptly notify the architect."

# Conclusion

Issued for Construction sets come with liabilities for architects because of possible errors or omissions in compiling the changes into a set, and in introducing changes not in the contract. The need for or advantages to the contractor that historically lead to the contractor requesting an Issued for Construction set don't exist if the architect issues changes in addenda as complete pages or sections. Perhaps "Issued for Construction" sets should join diazo printers and fax machines as relics of a by-gone era.

# Attachments

Sample Addenda

#### References

Canadian Handbook of Practice for Architects. (2009). Volume 2 Chapter 2.3.10 Royal Architectural Institute of Canada

OAA Regulatory Notice R.1

Assembling Contract Document Sets. Construction Contract Administration Committee, OAA

OAA PT. 20 on Assembling Contract Sets

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