



SHOP DRAWINGS: RESPONSE

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No More Stamped Shop Drawings: The Owner Pays for Everything

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In his article appearing in AIA, Dale Munhall makes a case for the architect to end the practice of stamping drawings. His points are clear and, in some sense, beyond argument. If the architecture industry decides to stop stamping drawings, it will need to convince the owner, not other architects or contractors, to delete such requirements.

I do not speak for the contracting industry and I don't even speak for my company. Instead, I can only speculate that contractors will hesitate to engage in a project without architectural approval of shop drawings. To the extent contractors participate in a project without stamped drawings, I believe that pricing will need to be adjusted to reflect this added burden, added risk, and loss of efficiency.

In the evolution of the design and construction industry, contractors and architects meet in a somewhat stilted arrangement. The issues are well-documented. In most projects, the architect engages in a contract with the owner, while the contractor engages in a separate contract with the owner. The result is that the

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main participants must work, hopefully in harmony, without a set of rules legally binding each other.

Our industry is based on practice, law, tradition, and, most importantly, the contract. We have adopted the use of architect stamped drawings because, in practice, it has provided an efficient means of design and construction. There is certainly no statutory requirement for the stamped drawing.

In my opinion, the owner eventually pays for all aspects of design and construction. If the owner drafts a contract that provides that the contractor is responsible for concealed and sub-surface conditions, then contractor pricing increases to explore and analyze, in detail, the concealed conditions and to account for the added risk. Alternatively, if the owner drafts a contract providing that the owner is responsible for concealed and sub-surface conditions, then contractor pricing will decrease in the absence of such risk and added burden.

In the event that architects decide to stop stamping shop drawings and are able to convince their owners, there are alternative responses from the contracting community. Most likely, contractors will assume the responsibility of stamping drawings, but will face increased costs to meet this burden. Contractors may, however, balk at responding to bid opportunities when the scope of services from the architect does not include shop drawings.

While Mr. Munhall makes an interesting case, it will be, I believe, a question of efficiency, risk, and ultimately cost. His needs to persuade owners, not architects and contractors.

Why We No Longer ‘Stamp’ Shop Drawings At Leo A Daly

QBy Dale L. Munhall, AIA

QYes, Leo A Daly has retired this venerable old artifact of our industry—even though architects have traditionally ‘stamped’ shop drawings for generations. But bear with me here. Let’s step outside the traditional box for a moment to ask ourselves *why* architects ever stamped contractors’ submittals in the first place—and, more importantly, ask ourselves why, in the modern world, would we keep on doing it?

QShop drawings, as we all know, are NOT part of the Construction Contract Documents (all submittals are of the contractor, by the contractor and for the contractor for their own use in their Work Plan, and for demonstrating their proposed construction means, methods, techniques, sequences and procedures to carry out requirements of the actual Contract Documents). The contractor’s submittals are certainly NOT the architect’s design work—not contractually, not professionally and not legally. So, why do architects need to put their mark them by ‘stamping’ them as though they were somehow a design product? Contractor submittals are not like mortgage loan papers, requiring the borrower’s signature on every page. Why, then, did we perpetuate this false impression by signing contractors’ submittals in the past?

QUnfortunately, our profession’s tradition of stamping shop drawings has led to the erroneous belief by many contractors and owners—and sometimes even by attorneys—that architects are somehow responsible for ‘designing’ and ‘approving’ shop drawings, similar to the way we legally ‘stamp’ and sign our design of the actual Contract Documents with our professional seal. At Leo A Daly we have encountered this misconception from every one of those parties over the years, and it seems that the frequency and the confusion resulting from ‘stamping’ of shop drawings have recently been on the rise.

QHere’s the key concept underlying the submittals process: plans and specifications define design intent as well as the scope and terms of the construction contract—they are NOT an instruction manual for *how* to assemble a building. Architects define the *what* and the *why* of a project via the Contract Documents, and contractors, via their submittals, determine the *when* and the *how* of constructing it.

QYes, architects are obligated via contract with the owner to “promptly review” and “take appropriate action” on the contractor’s submittals—but only for the limited purpose of verifying compliance with the specified materials and workmanship (and/or compliance with the *reasonably* inferable intent) of our design, as expressed in the Contract Documents that we prepare. We review shop drawings for conceptual compliance—not to order quantities or give assembly instructions or protect the contractor or coordinate their subcontractors. The basic point of our role in the review process is this: we review the contractor’s submittals to check for compliance with terms of the Contract because construction delays, especially ones resulting from misunderstandings that could have been prevented at the shop drawing stage, would have a negative impact on our client’s project if not discovered before installation.

QShop drawing ‘approval’ can *never* alter contract requirements, anyway (remember, any change or Substitution requires a Change Order with the owner’s signature). Think of it this way: an architect cannot slip a code-violating detail into a stack of plans and specs submitted to code officials for their ‘approval’ and expect that we will not be held liable when the official discovers it later during, or even after, the Occupancy Inspection. Similarly, the contractor cannot slip a contract-deviation into a stack of shop drawing submittals and expect that they will not be held responsible when the architect discovers it later during, or even after, construction. We need to insist on sufficient information from contractors to show compliance on their shop drawings, just as code officials insist on sufficient information from us.

QContractors approve submittals as their Work Plan; architects only review them. The sole purpose of submittals is for the contractor to show us that they have a Work Plan and understand the results they are to achieve per contract. Our specifications require the contractor to use the standard Leo A Daly Transmittal Form as their submittal cover sheet—this form already contains all necessary identification and explanations, and it serves as a record of action taken. The Transmittal Form, as a cover page, is inseparable from the submittal (especially with modern electronic submittals). Our reviewer’s initials on the form are all that is needed for reference and tracking, so no separate ‘stamp’ is ever necessary.

QThere is also no longer a need for multiple copies of paper-and-ink prints or slow mail shipments. We can, and should, be specifying all-electronic submittals whenever appropriate to our client’s needs (and preferably with a good project website service to post, log and record project construction ‘paperwork’). The counterproductive ink stamp was redundant at best, and it was a misleading liability at worst. We simply don’t need it any longer, and so we have let the old shop drawing stamp gently fade into history.

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