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LEGAL BULLETIN



Responsibility for the production of co-ordinated services drawings
by
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I have lost count of the number of occasions on which I have been asked to advise on the responsibility of a services contractor for co-ordinating its services with the services of others and more particularly, its responsibility for the production of co-ordinated services drawings.

The production of co-ordinated services drawings showing how one aspect of the works, for instance the electrical installation, integrates with one or more of the other services being installed by others, and within the constraints of the building, is a specific obligation and must be expressly set out in a contract.

The responsibility of a services contractor for the production of co-ordinated services drawings becomes less clear when it is required by the express terms of the contract to check the drawings but the design drawings it receives from the engineer or from the main contractor describes the drawings as “fully co-ordinated” and as having been “approved for construction”.

In the relatively recent case of **EMCOR Drake & Skull Limited v. Edinburgh Royal joint Venture & Others**, the Court of Session in Scotland decided that design drawings provided to services contractors by the engineer or the main contractor, and described as “fully co-ordinated and approved for construction”, did **not** necessarily mean that the drawings did not require any further development by the services contractor before being used by its operatives for the purpose of installing its services.

As a result of irreconcilable differences between the Joint Venture and another services contractor, EMCOR was engaged by the Joint Venture to carry out Phase 2 of the electrical installations at the New Royal Infirmary and Medical School in Edinburgh

The Sub-Contract expressly stated that EMCOR was **not** responsible for the design of the electrical installations. Nevertheless, EMCOR decided to qualify its tender with the following words:

“Our bid has been prepared on the understanding that the vast majority of tender drawings received are fully co-ordinated and approved for construction”.

A dispute arose between the parties as to the meaning and effect of these words and this was referred to the Court for determination as a preliminary issue.

EMCOR argued that by inserting these words in its bid, it was entitled to assume that the tender design drawings had been developed to such an extent that they could be immediately issued to its operatives on site.

In his judgment, Lord Drummond Young commented on the nature and inter-relationship of building services on a project of this complexity and referred to the distribution of the services, including lighting and power cabling, plumbing and

drainage, heating and ventilation, fire alarm and emergency lighting systems and their distribution through the ceiling voids of the corridors in the building.

In his view, the first stage in the co-ordination of service drawings involved indicating on the mechanical and electrical design drawings how each of the different services were to be distributed and connected to each other and to the building. This involved the services contractor carrying out some degree of co-ordination so as to ensure that there is sufficient space in the ceiling voids to accommodate **all** the services. In the context of the Sub-Contract between the Joint Venture and EMCOR, the Sub-Contract required the services engineer to “*spatially co-ordinate the services with the structure*” when it produced the design drawings.

Lord Drummond Young then referred to a second stage in the co-ordination of service drawings that occurred after the services engineer had produced the design drawings. This imposed on the services contractor the requirement to identify the precise routes to be followed by the ducting or piping for the different services in such a way that clashes were avoided. By producing detailed working drawings identifying where the service is to run, its height and the components to be used such as bracketry and other fixings, these drawings would be capable of being used by their operatives when installing the service.

He then went on to decide that the drawings provided to EMCOR at tender stage were of sufficient status that they could be described as having been “approved for construction” but it was not in dispute that any competent electrical engineer who examined the drawings would have concluded that they were only design drawings and not detailed working drawings. This was because they lacked invert levels, fixing points for bracketry and failed to indicate how access points to adjacent services were to be preserved.

Lord Drummond Young decided that the expression “fully co-ordinated” effectively meant only partially co-ordinated and therefore only referred to the first stage of the co-ordination of services, not to the second stage. He also decided that the expression “approved for construction” meant that the drawings had attained final release status and concluded that EMCOR was still required to develop the drawings into installation/working drawings.

The decision in the EMCOR case was, like most cases, decided by reference to the terms of contract agreed between the parties and to a lesser extent, on its own particular facts. It was an express term of the Sub-Contract that EMCOR would check any design drawings provided by the main contractor for the purpose of the Sub-Contract. This express provision was inconsistent with the argument EMCOR advanced that the main contractor had warranted that the design drawings did not require any further development to ensure EMCOR’s electrical installation had been co-ordinated with the services being installed by the other sub-contractors.



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