



25 Things Within An Architect's Control

1. [REDACTED] - Insist upon an **adequate scope of services** to meet your professional mandate and *Duty of Care* to the public
2. [REDACTED] - Insist upon **adequate fees** for yourself and your subconsultants - sufficient to provide an adequate scope of services...so you can meet your *Duty of Care* to the public
3. [REDACTED] with respect to:
 - Process....stages, objectives, milestones
 - Time requirements...almost always longer than a client imagines or wants
 - Costs, budgets, need for contingencies
 - Codes...minimum adherence is the law, but you can do better, as long as the client agrees with doing better
 - Approvals by authorities...are out of your control
4. [REDACTED] - Do NOT act as your own "amateur lawyer"...[retain a lawyer](#) to assist you on contract and practice matters
5. [REDACTED] to a potential client or anyone else who is entitled to rely on your professional opinion and advice
6. [REDACTED] from potential clients, situations and circumstances that don't meet or threaten your own ethical and professional standards
7. [REDACTED] you say and do in the provision of your services - **In writing!**
8. [REDACTED] your client about the

implications of his / her demands and your recommendations....respectfully challenge your client

9. [REDACTED] - Be honest - always - even when your client doesn't want to hear it
10. [REDACTED] that:
 - **are compatible** with your role as a professional
 - **do not expose you to additional liability** beyond what is already yours "at law"
 - **do not expose you to uninsured liability**
 - do not expose you to **liability that exceeds your \$ limits**
 - *Smart Contracts are: contract wordings provided by the profession specifically for the provision of architectural services, and those of their subconsultants, or are written by your own lawyer*
11. [REDACTED] - Use your agreements for your services to serve your own interests and needs as a professional
 - Use *Smart Contracts* for your own services, and
 - Use *Smart Contracts* for your subconsultants' services
12. [REDACTED] - like Client-authored contracts
13. [REDACTED] - To "fix" Client-authored indemnity Clauses
14. [REDACTED] you face in a professional service business. Protect yourself and your practice.
15. [REDACTED] for assessing potential new clients and projects
16. [REDACTED] - don't repeat prior mistakes
17. [REDACTED] provided to you by your Professional Liability Insurance Policy (*If you need an incentive, reading your Professional Liability Policy counts as self-directed Con-Ed points.*)
18. [REDACTED]actively, and through all phases of the work
19. [REDACTED]. Retain specialists where you lack experience or expertise:
 - Building Envelope...highest cost category for claims
 - Building Code...common source of claims
 - Costs...Client depends on you to respect their \$\$\$
20. [REDACTED] - don't accept contractual liability for the work of others as a "convenience" to a client
21. [REDACTED] in a Construction Contract that you will be administering. Insist on:
 - Consultant / Contract Administrator role **consistent with your scope of services** in your agreement with the client
 - Role consistent with **Architects Act** and **Regulation**

- Dispute **Resolution provisions that don't prejudice you / your insurer's ability to defend you** effectively (Exclusion 7)

22. [REDACTED] including the basis on which you are prepared to provide your professional services
23. [REDACTED] - like Client-authored contracts
24. [REDACTED]
25. [REDACTED]

Disclaimer:

The contents of this PDF are derived from a website and offer information for general purposes only. The material presented does not establish, report or create the standard of care for Ontario architects. The information is by necessity generalized and an abridged account of the matters described. It should in no way be construed as legal or insurance advice and should not be relied on as such. Readers are cautioned to refer specific questions to their own lawyer or professional advisors. Efforts have been made to assure accuracy of any referenced material at time of publication; however, no reliance may be placed on such references. Readers must carry out their own due diligence. Professional Liability Insurance provides valuable coverages and benefits however does not cover everything. Please refer to the Policy wordings for specific coverages, benefits, exclusions and limitations. This PDF should not be reproduced in whole or in part in any form or by any means without written permission of Pro-Demnity Insurance Company. Please contact mail@prodemnity.com.