

HOT CORNER 54

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Ever hear voices from old television shows calling out to you? Well, even if you're not Car 54, you should know that we want to know where you are and how you're doing out there. And while the AIBC membership may be described as pretty much a "Declaration of Independents," there's a big difference between being independent and being alone.

The typical AIBC member does run a small independent practice, or works for one. A similar pattern exists across most of Canada. This is the reverse of the professional demographics for architects in Quebec and for our engineering colleagues, whose membership is heavily weighted toward staff positions in government or corporate enterprise. So, our professional independent streak is obvious, and from my experience, that attitude often extends to MAIBCs employed in the public or private sector.

What might not be so obvious from the demographics is that while AIBC members may be independent sorts, we do not work alone. Far from it, in fact. For evidence, consider the cooperative efforts by AIBC staff and volunteers in getting the ill-advised "Schools Protection Program" discontinued. Two other strong examples are the regular influx of "hypothetical situations" helped to resolution through contact with the AIBC and its volunteers, and the increasing frequency of use and vitality of the Architecture Centre itself.

Last but not least, how about the improved calibre of BC Chapter outreach to identify issues and improve professional development opportunities, or the recent group submissions developed and presented to the provincial government on civil liability legislation and related issues? The message is getting clearer: This place is open for doing business together ... yours, ours, and in the public interest.

FEES FOR P3 & DESIGN/BUILD

Would someone knowledgeable kindly explain why it seems that project participants, when faced with these delivery approaches, suddenly experience the rushing of blood to critical organs and leap into unwise and unethical situations? The AIBC's Bylaws, Code of Ethics, Tariff of Fees, and Standard Forms of Contract (for professional services and as endorsed for construction) apply to and survive a wide range of delivery and engagement options. In fact, they provide a calm framework in the storm of speculation and high risk, whoever the architect's client may be.

ARCHITECTURAL OXYMORONS

Let's take these in random order, much as a series of closed openings might appear to be subtly highlighted within a deconstructivist building. The lowest topper from a recent Council brainstorm was an abundantly simple set of retreat initiatives. Ahem.

RICHMOND SCHEDULE 'F'

This "Owner's Undertaking" to be submitted prior to the issuance of a building permit has been brought to our attention and reviewed within our Regulatory Coordination and Liability Insurance committees. It is something of a 'homegrown' document in that it was developed without

AIBC/APEGBC consultation. While the AIBC does not offer legal or insurance advice, our view is that members should refuse to sign Richmond's Schedule 'F'.

Furthermore, while the owner (the architect's client) is the intended signatory (perhaps without the architect's knowledge), the language in the schedule is such that the owner may commit the architect to actions which are inappropriate, or to an unreasonable standard and likely uninsurable. While that indirect obligation may not 'stick' in court, it would be costly for the architect to defend and may generate client/architect conflict. We are currently in dialogue with Richmond to clear up this matter.

WHO'S ON FIRST?

With due apologies to Lou Abbott and Bud Costello, the question of "who still has the commission?" arises with alarming frequency in these halls. Members' attention is drawn to *Bylaws 34.7* and *34.8* and their corresponding rulings and commentary in our *AIBC Code of Ethics*.

Notwithstanding the specific project conditions, contractual clauses, and behaviour by various parties which might apply in any given case, the fact that either the client or the architect may not agree with how or why termination took place, the prospect of civil action for breach of contract or damages, and whether or not professional billings are reconciled and paid; in the view of the AIBC, the first architect (TFA) is no longer on the job if:

- The TFA quits/resigns the commission, passes away, retires or is suspended/removed from the profession; folds their firm; or
- The TFA is fired/dismissed/cashiered/removed by the client; or
- The TFA's services have been completed as contracted.

A new Practice Note is now under development to provide comprehensive advice regarding the wide range of possible scenarios wherein one architect may be in a position to succeed another architect. Members' experiences (hypothetical, naturally), questions and suggestions are welcome to this corner's attention.

UPDATED DOCUMENTS UPDATE

From the department of redundancy department, please note that a pair of official AIBC publications (the *Bylaws* and *Practice Note 8 on Blended Principals' Hourly Rates*) have been 'tweaked' typographically. *Bulletin 34 (Building Envelope Services)* has been wordsmithed to improve consistency and clarify the intent and usage of its model schedules. *Practice Note 11 (Employment Standards Rights, Obligations, and Recommended Practices)* has been enhanced to include Council's rulings apropos which architects are required to have Certificates of Practice. All four documents are available through www.aibc.bc.ca.

PROFOUND SENTIMENT

As the proud father of yet another kindergarten graduate, I am mindful of this pithy advice. "The trick," said Frank Lloyd Wright, "is to grow up without getting old." ■