

Hot corner 53

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With every mathematical promise of this being a prime edition, we find ourselves propelled forward (although there's no such thing as a free launch) after an eventful annual

conference. The unofficial Conde Nast awards for the 'greatest distances travelled' (physically, metaphysically, and per Learning Unit) to attend, in the 'regionale' and 'mondiale' categories respectively, go to MAIBCs Dan Condon (Terrace, BC) and Graeme Bristol (Bangkok, Thailand). Our e-broadcast newsletter and the global-village-shrinking benefits of e-mail have kept both those architects in touch with this corner, but it was wonderful to refresh personal contact with them and many other friends and colleagues at the best attended annual conference on record. We're already looking ahead to improving and expanding next year's production, encouraged by positive feedback.

SPECIAL AWARD

Continuing with our new tradition (this column's first oxymoron, but echoed by this year's AIBC Special Jury Award to the Filberg House for 'modern restoration'), the 'most heart-warming appearance at an annual conference' kudo goes to Vancouver Island MAIBC Fritz Schulze. No, not because of his creative self-reporting of Learning Units, but because of long conversations he and I had several years ago about what one should do to wrap up one's professional affairs, in view of his unfortunate medical diagnosis at that time. Good to see you, Fritz.

DOCUMENT UPDATE

Your crack technical squad (especially Deputy Registrar Wendy Grandan and Practice Coordinator Kim Dionne) is pleased to announce that the following AIBC Bulletins have been updated since the last such report, and are available on our Website (or in hard copy, if you must, on request): 21 (*MAIBC Initials*), 22 (*Out-of-Province Architects Providing or Promoting Architectural Services in BC*), 31 (*Buildings Requiring the Services of an Architect*), and 32 (*"Architect" and Derivative Titles*).

LETTERS OF ASSURANCE: SCOPE AND APPLICATION

The *BC Building Code* (section 2.6) sets out those projects which require an architect's

letters of assurance, as scheduled thereunder and endorsed by the AIBC. Architects are also engaged on many projects whose characteristics of size, occupancy class and complexity place them 'beyond the pale' of section 2.6. Some municipalities (or individual building officials) have been reported to demand letters of assurance overzealously on every project, even the smallest

single-family house or tenant improvement which has an architect onboard, thus benefiting from that architect's signed and sealed drawings (as required under the *Architects Act* for all projects regardless of size). Some clients have made similar requests, even without being prepared to engage architects on terms of reference that would support their issuing such documents. Neither situation is appropriate and both should be resisted.

SCHEDULE "P" IN PORT COQUITLAM

The City of Port Coquitlam has recently (and without consultation with either the AIBC or the APEGBC) established its own, new letter of assurance labeled Schedule "P"; requiring that registered professionals carry (and provide evidence of) professional liability insurance (PLI) when submitting documents for a building permit. In and of itself, such a requirement (which has been in place for many years in some other municipalities) reflects a business decision by a municipality seeking to protect its public and its own financial interests. Many clients also have such a requirement, notwithstanding the fact that PLI is not mandatory in order to have an AIBC (or APEGBC) license, Certificate of Practice, or professional seal.

The topic is broad, with a variety of serious implications under review within the industry. The immediate caution, however, with regard to Port Coquitlam's new Schedule "P" and any other, similar instrument which may emerge as municipalities seek to limit their liability, is to understand its context before signing and sealing it (if you are able and so choose) and to do so with legal and insurance advice. Port Coquitlam's Schedule "P" refers to that municipality's building bylaw which, in turn, carries the expectation that the registered professionals are covered for errors, omissions and deficiencies. The latter is not something for which architects or engineers are responsible or insured. Furthermore, it may well be that a registered professional who undertakes to be responsible for deficiencies will cause his or her errors and omissions insurance (PLI) to be

inapplicable. We are looking into this issue and will report on further developments as they become available.

MUNICIPAL INSURANCE ASSOCIATION: MODEL BUILDING BYLAW

The MIA has commissioned the law firm of Barnes, Twining & Short to provide it with advice containing issues and recommendations regarding how the MIA's member municipalities (152 of the 190 in the province) might approach aspects of risk management relating to projects designed and built within their jurisdictions. The AIBC's Regulatory Coordination and Liability Insurance committees (chaired by MAIBCs Ed Mackinnon and John Davidson, respectively) have reviewed and commented upon a draft with its authors and the MIA. We are in clear support of a standardized approach so long as it is equitable and consistent with governing legislation (including the *Architects Act*), appropriate terms of engagement (under *Bylaw 28*) and recognized, insurable standards of practice.

One critical consideration for the municipalities, and one which will affect us all in practice (as well as our clients and members of the public), is the extent (if any) to which municipalities conduct plan review and/or site inspections. That decision will carry serious responsibility, accountability, and liability implications, particularly in light of the current Statute of Limitations along with the onus of joint and several liability exposure. Members are encouraged to report to us any 'new' or 'improved' municipal building bylaws, schedules, or letters of assurance encountered (now there's a word which was begging to be used in this context), since some jurisdictions have proven themselves prone to unilateral action, often well-intentioned but not always well-informed. We are in touch with both the MIA and the Union of BC Municipalities (UBCM) in this regard.

FREE LAUNCH

Speaking of which, thanks to the "Bizarro" cartoon on 05 May 2002: Builder says to consumer: "You seem to be missing the point, sir. The estimate would not have been "free" if it weren't "worthless".

RFPs REDUX

You gotta love 'em, eh? Talk about a mixed bag. Some transparent, others opaque. Some equitable, others tilted on several planes.

Some straight up, others inducing unprofessional conduct. So here are a few quick hits which might help:

1. AIBC Council has endorsed putting together an AIBC guide to RFPs, for the benefit of clients and architects alike, to set standards for terms of reference, expectations, responses, evaluation, and selection. Under further review are such considerations as disclosure of key submission characteristics (e.g. scope of service, construction budget assumptions, and fee proposals) and results, particularly in public sector commissions.

2. Members and their firms are encouraged to ask for an AIBC review of RFPs should their terms of reference be of concern or, equally, as good examples.

3. The AIBC will continue to perform a 'friendly intervenor' role if needed, as we have done recently on RFPs for a Surrey Library, a CMHC First Nations housing project on Seabird Island, TUTS at Malkin Bowl, and the Abbotsford Hospital P3 project.

4. The AIBC will continue to assist with publishing notices of apparently satisfactory RFPs to help members' awareness of potential commissions.

In a related vein, I am pleased to report a positive, personal experience as an observer (on behalf of the AIBC) of the evaluation process for the recent PWGSC selection of an architect-led consulting team. This team will provide pre-design, conceptual design, RFP preparation, and advocacy services for what is likely a subsequent design/build undertaking on a major project in Vancouver. It can, and does, happen with an enlightened client. Hats off to Alex Fakidis P.Eng, Mark Vaughan^{MAIBC}, and David Naphtali of Public Works and Government Services Canada Pacific Region.

DESIGN/BUILD AND 'P3' RFPs

At the risk of paraphrasing or summarizing the contents of AIBC *Bulletin 64* (which retains the honour of being the oldest official document of its kind, for those of you who believe that design/build is some new-fangled notion), here goes: If the proponents

are entities other than architects, then those entities (not the architects) are the ones in competition with each other to the Owner. So long as each of those entities deals in turn with one architectural firm, then each architectural firm has its own client and

there is no architectural competition as contemplated under the AIBC bylaws. So long as each client/architect arrangement is described by an appropriate agreement for services and fees (further to Bylaws 28 and 34.16), then there is no ethical issue.

The AIBC believes that the Owner in such a case should be paying a fee or honorarium to the short-listed entities (i.e. the architect's clients) and consistently makes that point (with some success, notably with PWGSC), but such an arrangement is not enforceable. The generally applicable form of contract between architect and design/build client is *Document 15*; its companion form of contract between Owner and design/builder is *Document 14*. These documents are compatible, are endorsed by the national organizations of the architectural profession, specification writers, and contractors; and may be purchased at the AIBC.

PROVIDENCE

The recent shuffle in health authority jurisdiction has somewhat blurred the edges of what once were delightfully named groupings of Vancouver-area hospitals: "the saints, the angels, and the sinners". This spring, a call for expressions of interest was published on behalf of Providence Health Care Planning and Redevelopment (I'll let you guess under which grouping). Its project coordinator, MAIBC Patricia Darling, recently wrote us: "... to acknowledge and thank all the firms who submitted expressions of interest in March." She notes the time and effort these submissions required and specifically recognizes "the wealth of knowledge and ability in the architectural community." Providence will contact firms as projects emerge.

LIEN ON ME

MAIBC Joe May reports that the Website address which the AIBC had furnished to enable members to download a copy of the *Builders Lien Act* has been updated by the provincial government. He notes success at http://www.qp.gov.bc.ca/statreg/stat/B/97045_01.htm. Love those accessible, easily remembered references.

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TOWERS OF TROUBLE

While we're on the topic of scintillating Internet searches, do track down (courtesy John Robertson P. Eng, the City of Vancouver's chief building official) the *Sydney* (Australia) *Morning Herald's* article under the above headline in its December 2001 edition. Its authors (Ryle, Grennan, and Taylor) weave a yarn of woe, wonder, and waste at (among other locations) the Wondakiah at Waverton and the Wharf Terraces at Woolloomooloo. No, I'm not making this up nor have I become alluringly alliterate. Truth is, indeed, stranger than fiction.

DOUG SHADBOLT: IT WAS OUR HONOUR

For those of us who knew Doug Shadbolt MAIBC, FRAIC, and Honourary Member of the AIBC (among many accolades and acknowledgements), the news of his death in May was, to understate the matter, disconcerting. For many of us, however, the sight of his name will bring back a host of wonderful remembrances, not the least of which is his indelible impact on so many young lives. Doug was, inarguably, the 'dean' of architectural school directors across Canada, coast to coast, and held his own throughout North America, having started the schools at TUNS in Halifax and Carleton in Ottawa before his sojourn at the UBC SoA.

My own fond recollections of this gentle man, who provided a number of us with opportunity and encouragement in adjunct teaching positions, are anchored by two images. One is that of an architect rooted in a crafts tradition who came to embrace process and paradigm. The other is that of a sage individual, seen at AIBC Council meetings and retreats, trying quietly to uplift discussion to a higher plane, occasionally shaking his head as others went in directions he'd already pursued and discarded. We understand the SoA at UBC is planning a gathering and sharing of remembrances this fall.

DOCUMENT 6

As this edition of *architectureBC* goes to press, so goes (to its electronic equivalent) the new and improved, national standard client/architect form of contract NPP *Document 6*. Its primary 'modus operandi' is planned to be through the RAIC Website at no charge (www.raic.org/document_six). Related Web-based documentation includes a complete guide to the document's use and a listing of improvements made since its 1997

predecessor edition. You'll find a new, partitioned format, including: *Agreement Form*, *Definitions*, *General Conditions*, and schedules for both *Architect's Services* and *Client's Responsibilities*. The contract, for the first time, may be used with the architect as either prime consultant or one of several consultants engaged by the client, and enables involved parties to articulate their anticipated methods of project delivery. The new *Document 6* (which underpins AIBC Bylaws 28 and 34.16 as well as our Tariff) has Council's endorsement, remains consistent with CCDC construction contracts, and benefited from not only the development efforts of our Fees & Services Committee (MAIBC Michael Garrett, Chair) and yours truly, but also a number of members and colleagues who were kind enough to assist with its beta-testing. Many thanks in that regard especially to Wayne Fougere MAIBC, Ali Stiles, and John McCormack MAIBC.

VOLUNTEER COMMITMENT

This organization succeeds in large measure as a result of its members' selfless contributions. With MAIBC Terry Mager's (final) retirement from practice and his newly sensible lifestyle, we will miss his leadership. As past chair of our Standards of Practice committee, Practice Board, Professional Development Board, and the latter's fledgling "Business of Architecture" portfolio, along with his role on the *Canadian Handbook of Practice* editorial board, Terry's legacy is significant. His former employees will also attest to what constitutes a true mentor. I'll quit there because I can see Terry scuffing his shoes and telling me to stop. In the words of Quentin Crisp, "Never do for a living any job in which you cannot add what you are to what you do." ■

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