

HOT CORNER 56

Michael Ernest MAIBC
hotcorner@aibc.ca



Is there 'six' after fifty? You bet there is, and the set of column inches in the next *architectureBC* promises to present an even more numerically significant varietal to the successful practitioner. Choose wisely even as you may be resigning yourself to a different direction.

RETIRING OBLIGATIONS

If a member resigns, what are the AIBC's expectations of that (former) member? He, she, or they would not be able, legally, to promote or provide architectural services. Any architectural firm of which the former member was a principal would need to reconcile its ownership structure, status, and (perhaps) firm name (cf Bulletin 23) with the AIBC. A resigning individual member (and/or firm) is required to provide Deputy Registrar Wendy Grandan with a written undertaking that he, she, or they have completed all contractual obligations, or have otherwise assigned same to another certificate of practice holder.

From additional practical and professional perspectives, the resigning member should notify, *inter alia*, insurers, consultants, authorities having jurisdiction, contractors on their projects, and clients, and assist the latter in finding a successor-architect on projects in process. Otherwise, there might well be breach of contract (client/architect agreements) and damages (arising from those agreements and, possibly, construction contracts and/or letters of assurance which cannot be fulfilled).

BEP DESIGNATION REDUX

An extremely belated kudo to MAIBC Claude Maurice, who struck upon the notion that the BEP acronym (about which debate raged last year over whether its final letter represented 'professional' or 'practitioner') more aptly referred to "Building Envelope Priest."

DOCUMENT UPDATE

Among the AIBC's panoply of publications, the latest pair to be indexed are:

- 1 Code of Ethics: Expanded and improved to incorporate, chiefly, the codes of behaviour for Council and committee members (especially dealing with conflict of interest); Continuing Education System compliance; terms of professional engagement (including copyright and preconditions for clients' use of drawings, assurances, and certification) — all for the first time — as well as enhanced rules, with commentary regarding necessary conditions for transition from one architect to another on a project and the proper sealing of documents.
- 2 Bulletin 80 (new): Rules and guidance relating to members' achieving success with our CES, explanations regarding what topics may qualify for Core (or Non-Core) Learning Units, reporting periods, and consequences of non-compliance.

Members, intern architects, and persons seeking registration or reinstatement are strongly encouraged to review these documents. Kindly direct any questions to this corner or to Thomas Lutes, AIBC Director of Professional Conduct.

CHAPTER . . .

Don't look now, but we're happy to report that the Vancouver Island Chapter of the AIBC has been re-energized, its meetings enhanced by status as a new external provider of Learning Units (LUs), and as a provider of networking

opportunities. Such new vitality involves many people, but requires committed leadership with collaborative attitude. Hats off to Chair John Coe MAIBC and colleague Pamela Charlesworth MAIBC for their efforts in these areas.

. . . AND VERSE

Staying with the "Big Island" (there is a certain mentality, one gathers), the "Uncle Remus" award for the most poetic self-reporting of a highly independent, unstructured, Non-Core educational activity goes to MAIBC and *bon vivant* Benjamin Bryce Levinson, seeking credit for figuring out the Self-Report Form. He was awarded precisely his requested number of LUs (zero), and we humbly acknowledge his overall compliance and good humour.

HEALTHY OUTLOOK

Our Health Care Facilities Committee, under the able chairmanship of MAIBC Brett Smaill and with thoughtful steering by Bob Billington MAIBC, is quietly but effectively building bridges with not only our consulting community (including engineers and quantity surveyors) but also the AIA and our client contingent, the province's six regional health authorities, the Ministry of Health, and Partnerships BC. Amazing how such an approach is mutually beneficial.

DESIGN/BUILD FEES

No, that's not a misprint; but here's a simple question raised by a member: All else considered equal, does the AIBC's "Tariff" contemplate a differential in professional remuneration on a design/build project (as opposed to a traditional de-

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sign/bid/build scenario)? The simple answer is: No, so long as the scope of services and conditions is in keeping with the endorsed national standard agreement (Document 15, available at the AIBC) between designer/builder and architect. It just so happens that the architect's client is not the project's owner.

GST ON CONSTRUCTION HOLDBACK

Not that we can provide legal opinion, but our view (and the matching belief of the British Columbia Contractors' Association and the OAA, with whom we conferred) is this: The money held back (and, on many projects, required by Provincial statute to be placed into a trust account) has not been certified for payment and is not payable under that legislation (*Builders Lien Act*). Ergo, the associated GST which that holdback will later attract, when certified for payment, is neither payable nor -- to cut to the chase -- collectable by the federal government.

CONSTRUCTION MANAGEMENT: ONE OPINION?

In the continuing debate about the pros and cons of construction management (CM), here is the view (as expressed at Practice Board meetings) of one practising architect who does provide CM services and who has been a published speaker on the topic, Council member Oberto Oberti MAIBC: "Project management, and its 'poor cousin,' construction management, are a fundamental area of danger in the profession's future, a major threat, a Trojan Horse. Architects are better qualified and positioned to manage projects."

Inasmuch as the Canadian Construction Documents Committee (CCDC) is well advanced in developing a new national standard CM contract, with our profession's participation, members are invited to comment and to submit suggestions for appropriate terms and conditions of such a contract to the Hot Corner.

BUILDING PERMIT DOCUMENTS WITHDRAWAL

Transition from one architect to another during the course of a commission does happen, albeit infrequently. It carries with it some challenges and potential difficulties but at times is unavoidable.

We'll leave the reasons for transition, its

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timing, how the two architects deal with each other, and a variety of factors to another time and place (cf Bylaws 28 and 34; our Code of Ethics; Practice Note #1; and Hot Corners 1, 9, and 24). With respect to the topic in this paragraph's heading, though, here's our considered advice:

1. If the first architect has signed and sealed his or her drawings and letters of assurance for purposes of building permit application; and
2. Has been paid in full by the client for the related services rendered; then
3. While that first architect retains copyright and ownership of the design and drawings, the client is entitled (cf Bylaw 28 and Client/Architect Agreement NPP-6) to benefit from the by-product of those services, on the same project for purposes intended.

In short, the client (and the client's second, successor architect, and the building contractor) are able to use the drawings for construction purposes (with the issuance of a building permit) and:

4. The authority having jurisdiction is entitled to rely upon the first architect's drawings and letters of assurance (Schedule Bs), for design; and
5. The first architect is not permitted to withdraw his/her drawings or letters of assurance (for design).

SURETY PROTECTION

Heard in the Hot Corner: "Gentlemen prefer bonds." Practitioners will also be interested in learning that the surety industry association agreed "absolutely" during the course of developing the new (2002) CCDC-22 (Guide to Surety and Bonds) that the costs incurred by an architect having to provide services directly attributable to the default of a contractor, and which were necessary to have the project completed, should be covered by the performance bond. Note, however, that this coverage does not extend to consequential damages.

STARCHITECT COMPETITION

Last fall, the University of Cornell and the firm of Steven Holl Architects parted company by mutual agreement regarding the architecture department's intended new home, as was conveyed by carefully scripted communiqués. To quote Dean Porus Olpadwala (in the school's newsletter): "...both collaborators had concluded that a meeting of minds on the many outstanding issues

related to pedagogy and budget would not be achieved with either sufficient clarity or speed to best serve the department's needs."

The report referred to the many (unspecified) lessons learned about themselves. Other sources noted difficulties as to functionality of the design, the architect's attitude and availability, and the school faculty's interface with the commissioned architect. Happily, Cornell reports now having engaged a second firm and is proceeding with clear financial and programmatic imperatives and working relationships.

Why does all this matter here in Cascadia? Because we don't practise in isolation, we are subject to similar excitement; we, too, struggle at times with competitive selection processes and we care deeply about our schools. One of mine just happens to have been that 'Big Red' Ivy League institution far above Cayuga's waters. You know: the same Cornell University that gave us (among others) Carl Sagan, Ken Dryden, Joe Nieuwendyk, Don Greenberg, and Eva Matsuzaki MAIBC.

HORN-BLOWING

Yes, if the insurance companies had their way, we would practise out of fear and without creativity, hardly why we invested so much in this profession. So deal from strength: Enhance your technical knowledge, business moxie, integrative skills, and how to relate to people. Get (and listen to) sound advice . . . and take your best shot.

"Mistakes," said Miles Davis, "are part of the music." See you at the annual collaboration May 1 to 3. ■

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