

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]