

Perfection Not Required An Architect's Standard of Care

The Merriam-Webster Dictionary defines "perfection" as the quality or state of being perfect, freedom from fault or defect – flawlessness, an exemplification of supreme excellence, and an unsurpassable degree of accuracy. While many of us strive for perfection in our professional, and personal, lives, Salvador Dali put it best when he said, "Have no fear of perfection - you'll never reach it." Society and the law recognize and appreciate the virtual impossibility of obtaining perfection, and as a result we have the "standard of care."

Standard of Care

The "standard of care" is generally defined as the degree of watchfulness, attention, caution and prudence that a reasonable person in similar circumstances should exercise. The duty imposed by the standard of care can be found in common law, statutory law, and contract. If an architect fails to meet the applicable standard of care in providing its services or creating its design documents, there may be a claim for negligence, breach of contract or violation of licensure requirements.

DC Regulations

DC's Municipal Regulations governing the practice of architecture directly establish a standard of care by which a DC licensed architect must conduct itself:

3411 RULES OF PROFESSIONAL CONDUCT

3411.1 In engaging in the practice of architecture, a licensed architect shall act with reasonable care and competence, and shall apply the technical knowledge and skill that are ordinarily applied by licensed architects of good standing practicing in the same locality.

A violation of this statutory standard of care could expose an architect to a disciplinary action by DC's Board of Architecture and Interior Designers.

AIA Form Contracts

The AIA has also set forth a standard of care, as reflected below from the AIA B101 – 2007, Standard Form of Agreement Between Owner and Architect:

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

Elevated Standard of Care

Often times owners will attempt to elevate an architect's standard of care. The owner may attempt to heighten the architect's standard of care by inserting contract language that requires an architect's

performance be at "the highest level" or of "the highest skill," or even raised to the same level as other "leading regional and national architectural firms." Not only do these inserted phrases heighten the standard of care and expand your exposure for liability, they may also void coverage by your professional liability insurance carrier.

Conclusion

An architect must be aware of the applicable standard of care under which its services are provided. Review contracts before you sign them to ensure you are not contractually obligating yourself and your firm to a heightened standard of performance. Further, it is extremely important to always contact your professional liability insurance carrier and ask them to review the standard of care language so you ensure you will have insurance coverage should an issue arise. It is also advisable to consult with an attorney to ensure that your contract is not creating additional liability exposure.

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This article is not intended to provide specific legal advice, but instead as general commentary regarding legal matters. You should consult with an attorney regarding your legal issues, as the advice you may receive will depend upon your facts and the laws of your jurisdiction.

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