



WHEN AN OWNER WANTS A WARRANT

When a client asks you to “warrant” that the building will be fit for purpose or to sign an engagement agreement indemnifying the client for other than your own performance, you don’t sign up on that basis.

Neither is it wise to imply that you offer the best or the greatest!

You do have, however, an opportunity to educate your client on the role of the architect and the reality of an architect’s role in practice. If you begin this education process before any agreement is signed, this could assist in preventing major misunderstandings during the design and construction process. Such client requests indicate the client has unrealistic expectations of both matters.

You can explain that you, like doctors and lawyers, provide a professional service to clients, not a product. This service requires you at each phase of the design process to exercise reasonable professional judgement and act as efficiently as possible with professional skill and care - no more than this. No lawyer would warrant that a commercial contract they draft will produce a profit. No doctor will guarantee a broken leg will mend to the same length as the other leg. Similarly no architect can promise perfection.

You could explain you have been retained to design something which is unique. The design is not a car, it cannot be pre tested and will not be mass produced. The design is a one-off to meet the needs of a unique owner on a unique site. No amount of effort, care and conscientiousness on your part can foresee every outcome of transforming through construction a concept into a faultless, functioning, three dimensional reality.

Finally, you should explain that even if design could be perfect, it is not you but the contractor, product suppliers, acts of God and numerous sub-contractors who will implement it. It is not you but the contractor who will be responsible for the means and method of construction.

To ask that you “warrant” the building is to request an empty gesture. You have neither the capacity nor the power to deliver on that promise.

The unrealistic nature of such a request from an employer is further emphasised by the reality that such an undertaking by you is uninsurable. It bears no relationship to reasonable responsibility or negligence. It undermines the incentives for others on the

project to accept responsibilities that are rightly theirs. Warranting the work of others is neither in the interest of the client nor conducive to the success of the project.

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