

The “Standard of Care”

How our performance is judged | **Something we ALL need to know about!**



WHAT IS IT?

THE AIA DEFINITION

“What a reasonable prudent architect, in the same community and in the same time, facing the same or similar circumstances would do”.

The “Standard of Care” is:

- The measure by which professional negligence is judged.
- It is established in the state law or may be written in the Agreement.

Expert witness testimony is required to establish a breach of the “standard of care”.

AIA HANDBOOK OF PROFESSIONAL PRACTICE, 15th Edition

HOW DOES IT WORK?

The law does not require perfection of the architect. Rather, it expects architects to perform within the “Standard of Care”.

When an architect is charged with negligence, that is, its performance was not within the “standard of care”, the courts require **“expert testimony,”** since it is considered that a lay person lacks the knowledge to determine what a reasonably prudent architect would have done in similar circumstances. So, **“expert witnesses”** are called to give their opinions in court so the judge can make a determination as to the performance of the architect.

The “Standard of Care” is the concept used to measure or determine the performance of Architects in the State of California.

RISK MANAGEMENT

Because of this, **we have to be very careful not to modify in our documents and contracts, including marketing, the “Standard of Care” level in our performance** by either our actions or the actions of another party, like the owner, for example.

If we modify or indicate in any way, that we modified the “standard of care,” our liability increases by making us responsible for more than the professional standard requires.

We can modify the standard of care by our actions, for example:

- **By including language in our marketing materials** or on another media outright stating that we can do a better job than other architects.
- **By promising something over which we have no control**, such as “the roof will not leak”, or asserting before we know all the facts, such as, “there will be no change orders”.
- **By taking on contractor’s responsibilities**, like items which require inspection to verify, or are strictly “ways and means,” or by promising something which is the responsibility of others, such as, “the materials will be delivered in time”.

The “Standard of Care” **can also be modified by the Owner**, for example, if during contract negotiations the Owner includes clauses such as “highest prevailing standards” or “best practices” or similar language. Documents given to us by Owners, Construction Managers, Building Owners should be carefully read and reviewed by our insurance lawyers at a minimum.

When in doubt as if language in a document affects the “standard of care” level of practice, talk to the principal in charge as soon as possible.