

# Educating the Client

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Revised November 2006

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## CONSULT YOUR ATTORNEY

The information herein should not be regarded as a substitute for legal advice. Readers are strongly advised to consult an attorney for advice regarding any matter related to owner-architect agreements.

### SUMMARY

Architects have a responsibility to educate their clients about an architect's role and responsibility in the design-build process. Cultivating an environment of education fosters trust, enhances communication, minimizes unnecessary frustration, and builds successful business relationships with clients.

### BEGIN EARLY

While written agreements may contain the most important pieces of information about a construction project, the process of deciding what will be in those agreements begins well before they are finally drafted and signed.

Many clients lack sufficient knowledge or experience in building design and construction to understand the architect's roles and responsibilities on a typical project. Many clients erroneously believe, for example, that architects are responsible for total performance.

It is important that the client understand early that the architect is a professional advisor. Lawyers and doctors do not guarantee the results of their performance, and neither do architects. Educating the client about the scope and limit of the architect's role and responsibility may help minimize erroneous assumptions and expectations that, once established in the client's mind, may be difficult to dislodge even if the terms of subsequent written agreements are specific and clear.

## QUESTION YOUR OWN ASSUMPTIONS

Architects sometimes assume that clients have a broader understanding of the building design and construction process—and of the parties' roles and responsibilities in that process—than they really do. This can lead to frustration and misunderstanding when the client does not perform the role that the architect expects.

An architect also might be mistaken to assume that a client fully understands the terms of the owner-architect agreement, the owner-contractor agreement, and the general conditions of the contract for construction. While a lack of knowledge does not relieve the client of contractual obligations, it may lead to unnecessary misunderstandings, conflicts, and legal disputes.

## LAY THE FOUNDATION FOR SUCCESS

Establish an environment in which educating the client about building design and construction is routine. This may help you and the client to understand the process from a common vantage point. The time and energy invested is likely to be less than that required to resolve disputes later and may have the added benefit of fostering a long-term relationship of trust.

The following checklist, while not intended to be exhaustive, may serve as a helpful reminder of the elements of a continuing education curriculum for clients. Review it from time to time to remind yourself of a client's likely unstated assumptions and to help you broaden your client's knowledge.

- Professionals provide services, not products. Those services are focused on meeting the expressed needs of a client.
- An architect is a client's consultant whose role is to provide design services and assist the client in securing from the contractor a project that is in general conformity with the architect's design concept and specifications.

- Contractors, not architects, are responsible for building the project.
- Architects do not manufacture or install the project components they specify, nor can they guarantee those components.
- Construction phase observation services are intended to determine general conformity of the construction with the plans and specifications. Certifications are not intended to detect every minor deficiency.
- The architect and the client must share a mutual understanding of the client's goal for the project, the professional services being provided, and the client's expectations of the architect.

### **ESTABLISH COMMUNICATION CHANNELS**

It is very important to establish formal channels of communication with the client at the inception of the project. The channels should be reliable, effective, and measurable; senior management should monitor and verify that communication channels serve their intended purpose.

Simplicity is important. Cumbersome, time-consuming procedures may seem pointless to some personnel, giving them an excuse to ignore the procedures, which can have serious consequences.

Good communication means that the architect informs the client every time a situation of risk arises. The architect's role is to analyze the risk from a professional point of view and provide information to enable the client to assume, reject, or transfer the risk; the actual decision rests with the client.

### **CLIENT EDUCATION CHALLENGES:**

#### **Cost Estimating**

Architects may provide project cost estimates for budget purposes; due to many factors beyond the architect's and client's control, such estimates cannot be guaranteed.

Explain to the client that an architect's cost estimates represent the architect's experienced professional judgment based on the information and knowledge available when the estimate is prepared.

Architects use various methods to generate "conceptual estimates" of project cost. Because such estimates are prepared in the early stages of a project, they are based on certain important and critical assumptions. Describe clearly to the client the method chosen, its strengths and limitations, and

the impact on the estimated cost of client decisions yet to be made. Advise clients to establish adequate contingency funds to meet unforeseen additional costs.

If the project is proceeding on the basis of a feasibility study prepared by others, carefully review the feasibility study. Advise the client of any aspects that appear unrealistic or unattainable, enumerating the reasons for your concerns.

### **CLIENT EDUCATION CHALLENGES:**

#### **The Construction Phase**

Ideally, architects should be allowed to provide those construction phase field services that they judge necessary to determine that the contractor is building the project in general conformity with the design concept and specifications.

If a client chooses to limit the scope of the architect's construction observation services, the potential risks and consequences should be clearly explained to the client, both orally and in writing. Modify the owner-architect agreement to relieve the architect of liability that may arise from the absence of these services.

If clients choose to have their own supervision personnel in the field instead of letting the architect provide construction observation services, modify the owner-architect agreement to relieve the architect of liability for the client's decisions made on-site without the architect's knowledge.

It is very important not to protect the client from the realities of life on a construction site. Disputes and disagreements that are not handled promptly and forthrightly are likely to reappear in the form of problems and, ultimately, claims.

### **RESOURCES**

#### **More Best Practices**

The following AIA Best Practices provide additional information related to this topic

- 05.01.01 Evaluating Prospective Clients
- 05.02.07 Marketing Intelligence

### For More Information on This Topic

See “Meeting Client Needs,” “Building Client Relationships,” and “Focusing on Service,” by Kevin W.C. Green, *The Architect’s Handbook of Professional Practice*, 13th edition, Chapter 5, pages 49, 57, and 62, respectively.



See also the 14th edition of the *Handbook*, which can be ordered from the AIA Bookstore by calling 800-242-3837 (option 4) or by email at [bookstore@aia.org](mailto:bookstore@aia.org).



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### Keywords

- Practice
- Project administration documents
- Project agreements
- Design services contracts
- Owner-Architect agreements



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