

## Self Assessment Test XIV

### HOW TO AVOID GETTING SUED: REDUCING THE PROSPECTS OF LIABILITY CLAIMS – Answer Sheet

T F	1. If a governmental agency signs a contract with your firm and you perform services, you definitely have a right to be paid for such services.
T F	2. Standard AIA owner-architect agreement forms allow the architect to require that the owner provide evidence of funding for a project and for design services prior to the actual performance of such services.
T F	3. It is unethical for an architect to submit a "bid" for services (i.e., a priced proposal).
T F	4. If an architect has an equity interest in a project (i.e., is part owner) or is a member of a design- build entity directly contracting with clients for design-build services, there may be substantial issues about the scope of coverage by the professional liability insurance policy of the architect.
T F	5. A corporation authorized to practice architecture in the state of original incorporation may practice in all other states as well, simply by registering with the appropriate state board or by going through NCARB.
T F	6. A new client comes to your firm and presents a situation where you are the third architect they have dealt with (the first two clearly not as capable as you), the schedule is now extremely tight, but money is really no object. Further, now that the client has found you, he is going to stay out of the day-to-day decision making so that you have free rein to do what it takes to complete the project satisfactorily within the time allowed. You are pleased and plunge into the work.
T F	7. It is preferable, from a risk management perspective, to avoid or to at least minimize construction phase services, due to the high level of risk associated with construction phase (vs. design phase) activity.
T F	8. In contracts with owners, architects should generally avoid comprehensive statements of services because they may tend to limit creativity and flexibility in the future as the project develops.
T F	9. Under standard AIA owner-architect agreements, the owner is given permission to use the documents produced by the architect as necessary to complete the project if for any reason the owner decides not to continue to use the architect's services to the extent originally contracted.
T	10. Certifications are to be avoided. The standard AIA owner-architect agreements, for

F example, do not require certifications by the architect.

Remember, it is very important for design professionals to recognize and understand those practices which can tend to reduce the possibility of being sued for professional malpractice. Such practices also tend to improve professional practice management and contribute to profitable operations. **LegalLine** is a service of the AIA Trust available only to AIA members. It provides practice-related legal information to subscribers via 800 number access. For example, **LegalLine** subscribers can discuss risk management options and techniques and learn about the common practices in the industry for effective risk management. Should your firm desire the services of **LegalLine**, simply call 800-688-9780 for more information.