

## **Supplanting**

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About once or twice a month I receive a phone call, or email, from a member seeking guidance on how to go about taking over a project started by another architect (commonly referred to as supplanting). I like these calls. I like them because they're made while the architect still has all their options available to them, and the inquiry can be approached from a risk management perspective rather than damage control.

Prior to agreeing to take over another architect's project there are a few things you'll need to help you decide how—and if—you should proceed.

First, you'll need to have a conversation with the architect you may be replacing. No doubt the client will have shared with you their version of events, but there are often several sides to every story. Not only is it a good business practice, but it's also out of professional courtesy that you contact the original architect to get their version of the situation as well.

If the client objects to you speaking with the previous architect, that may be all you need to know to make your decision to decline to accept the project. Who knows, maybe the client doesn't want you to know that they were a slow pay, or worse—a no pay! Emotions are at hand here; filter what you hear with common sense and professional judgment.

Second, get the owner/architect agreement. Agreements exist to memorialize the roles and responsibilities of each participant. It's truly the only way you will know what was supposed to happen and when. And don't forget to look for any subsequent amendments.

A careful review of the terms and conditions may reveal that you need to receive the permission of the original architect to complete the work. You don't want to find out the hard way that your professional liability policy does not cover copyright infringement!

There's also the matter of the termination of services that brought you to this point in the first place. Did the contract have a termination agreement and did it cover "cause" and "convenience"? If it was for cause—what was it? And if it was for convenience—whose was it? Did the dispute arise over fees? Look at the fee schedule. Maybe the original architect's fees were too low to complete the project. If so, that's their problem, but don't make it yours.

Finally, be sure you understand the various liability issues at hand. Depending on what stage the project is in, part of your proposal should include an evaluation of the work completed to date. Because of the unknowns, you would be wise to do this on a time and materials basis. You may also want to insist on an indemnification for claims arising from the services performed by the original project architect. Remember, risk management is your first priority—not the commission.