

The Designer's Role and Responsibilities

It is the designer's duty to translate the owner's needs and requirements into drawings and specifications to be used during construction. During the construction phase, the architect may assist the owner with such services as monitoring the progress of the work, verifying the specified level of quality is being achieved, and certifying payment applications. The architect should provide unbiased interpretations of the contract documents and give additional instructions as needed to enable the contractor to perform its work.

During the design phase, the designer's responsibilities are to the owner. The designer has the contractual and professional relationship with the owner and no contractual relationship with the contractor. However, the designer recognizes that the contractor will rely on the designer to perform in accordance with the contract documents.

The designer's responsibility is to create a design that meets the owner's needs, is structurally sound and complies with all the applicable requirements of building codes and other governmental requirements. The designer owes the owner two types of duty – a duty created by a professional standard of care expected of designers or engineers, and a contractual duty established by the contract between the designer and owner. Iowa courts consider these duties as merged within the contract terms.

As stated earlier,⁹ the designer's professional duty of care is to perform with the same degree of skill and care as may be expected of any member of the architectural or engineering profession. That professional duty of care is established by the profession itself, not by the government or by a contract.

The designer also must perform design services in accordance with requirements of its contract with the owner. The contract may impose requirements concerning a schedule, costs or approval. These contractual duties may be in addition to the designer's professional standard of skill and care.

⁸ AIA-A201 General Conditions of the Contract for Construction, Art. 3.2(2007 ed.).

⁹ See *supra* note 6.