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A Little Prevention... DOESN'T HURT!

A decent number of inquiry requests received by the Office of the Syndic result from a misunderstanding between engineers and clients concerning the scope of a mandate.

As you know, the main mission of a professional order is to protect the public. Hence, the OIQ must ensure that practicing engineers inform their clients of the nature of their services and their fees and provide professional services with competence, diligence and integrity which respect the property, environment, health and life of others.

This mission draws both its significance and origin from situations where engineers provide professional services for the benefit of individuals. In such cases, due to the very nature of the services provided, protection is essential because the individuals who require these services are unable to evaluate their scope, terms and quality.

The Office of the Syndic does not recommend that engineers use an exceedingly formal approach when corresponding with their clients, but rather properly manage their expectations.

AN EXAMPLE THAT SPEAKS VOLUMES

Average Joe hires engineer Structure to provide him with “an opinion on the structural feasibility of building a deck where an overhanging balcony is currently located.”

Engineer Structure sends Average Joe his invoice and his report, which draws the following conclusions: “The construction of a ‘floating’ deck is possible. However, the joists will need to be reinforced and include beams that support and distribute the load, as well as their anchors in the building structure.” The report is accompanied by a few sketches showing an overhanging deck.

Average Joe gives this report to his general contractor and asks him to begin building the new deck. The contractor explains to Average Joe that he needs plans and specifications with appropriate instructions and calculations, especially information on the surface area of the deck, the size and length of the beams supporting and distributing the load, the coverings, the anchors, and the joists. He adds that he does not have the required skills to design and prepare such plans.

Average Joe is surprised. He thought he had hired and paid the engineer to tell him if it was possible to build this deck and, if so, how it should be done. He believed that the sketches included in the report were the construction plans.

But as far as engineer Structure was concerned, it was clear that the mandate consisted in determining whether the existing structure of the building would be able to support such an addition, and not to design the addition and prepare its plans and specifications. He is now surprised when the client refuses to hire him to design the deck and pay the additional fees.

Next, Average Joe sends an inquiry request concerning the professional conduct of engineer Structure to the Office of the Syndic, as well as a conciliation request for the fees he paid for the report, without a deck design, to the OIQ’s Conciliation and Arbitration of Accounts Department.

And you, what would you do?

Remember that the Code of Ethics of Engineers decrees the following:

“An engineer must, as soon as possible, inform his client of the extent and the terms and conditions of the mandate entrusted to him by the latter and obtain his agreement in that respect.” (section 3.02.03.)

and

“AN ENGINEER MUST GIVE HIS CLIENT ALL THE NECESSARY EXPLANATIONS FOR THE UNDERSTANDING OF HIS STATEMENT OF FEES AND THE TERMS AND CONDITIONS OF ITS PAYMENT.” (SECTION 3.08.04.)

If engineer Structure had simply sent an e-mail to his client summarizing the scope of the mandate, he could have avoided many of the misunderstandings. In the e-mail, he could have written:

“This mandate consists in verifying whether the building possesses the structural capacity to support the overhanging deck where the small balcony is currently located. This mandate excludes (though these services could be part of a second mandate): the design of plans and specifications and the calculation of the loads for the construction of the deck, where applicable.”

So, what would you do if you were the conciliator of the Conciliation and Arbitration of Accounts Department or even the syndic? And what about you? Are there things you could do to improve your professional practice?

To push your self-analysis further, we suggest you consult the professional practice guide (*Guide de pratique professionnelle*) at gpp.oiq.qc.ca, under the “Travail de l’ingénieur” tab.

Think about it!