CALIFORNIA
ARCHITECTS
BOARD

Public Protection Through Examination, Licensure, and Regulation

Consumer's Guide to HIRING AN architect

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Hiring an Architect

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introduction

Are you thinking about hiring an architect? Consumers and businesses often wish to construct or modify sites, buildings, or other structures. The best approach is to hire an architect to plan, design, and observe the construction of these projects.

Working with an architect helps ensure that your project is designed properly. The California Architects Board (Board) examines, licenses, and regulates more than 20,000 architects. The Board's mission is to protect the welfare of the public by ensuring the professional performance of those architects licensed to practice in the state.

The Board produced this *Consumer's Guide to Hiring an Architect* to help with the sometimes complex and technical nature of architectural services. It provides information on:

- what types of projects require a licensed architect;
- how to find and select an architect;
- what the written contract between you and your architect should contain; and
- how to manage budgeting and construction of your project.

By following the steps laid out in this guide and carefully planning and thoroughly discussing your project beforehand with your architect, you will help develop a successful working relationship and project.

THE PRACTICE OF architecture

California law defines architectural practice as the planning of sites, and the design, in whole or in part, of buildings or groups of buildings and structures. Any person who uses the title of architect, or advertises to provide architectural services in California, must be licensed as an architect by the Board.

Obtaining a license requires an architect to demonstrate competence by passing the national examination and the California Supplemental Examination, as well as providing evidence of at least eight years of education and experience. Architects are examined for competence in the following areas:

- applicable codes and regulations, and assistance in the governmental review process.
- investigation, evaluation, consultation, and advice.
- planning, schematic and preliminary studies, designs, working drawings, and specifications.
- coordination of services and/or documents by technical and special consultants.
- technical assistance in the preparation of bid documents and agreements between clients and contractors.
- contract administration.
- construction observation.

SHOULD I HIRE AN ARCHITECT FOR MY BUILDING PROJECT?

For a successful project, it is generally recommended that you hire an architect; however, not every building project requires an architect's services. Current California law provides that persons who are not licensed as architects or registered as civil or structural engineers can design certain types of buildings or parts of

buildings, which include:

- single-family dwellings of conventional woodframe construction that are not more than two stories and basement in height.
- multiple dwellings containing no more than four dwelling units that are of conventional woodframe construction, not more than two stories and basement in height, and not more than four dwelling units per lot.
- garages or other structures added to dwellings of woodframe construction that are not more than two stories and basement in height.
- agricultural and ranch buildings of woodframe construction, unless the building official deems that an undue risk to the public health, safety, or welfare is involved.
- nonstructural or nonseismic storefronts, interior alterations or additions, fixtures, cabinetwork, furniture, or other appliances or equipment, including nonstructural work necessary to provide for their installation.
- nonstructural or nonseismic alterations or additions to any building necessary for the installation of storefronts, interior alterations or additions, fixtures, cabinetwork, furniture, appliances, or equipment, provided those alterations do not change or affect the structural system or safety of the building.

Before you hire someone who is not a licensed architect or registered engineer to design a new structure or alter an existing structure, consult the building official in your city or county building department. You may save time and money by first discussing your project with the building official who will advise you if your project will require a licensed architect or engineer to prepare and submit plans and specifications. In deciding if you need a licensed architect, the building official will consider existing state laws as well as public health, safety, and welfare. The building official will also consider local environmental and geographical conditions such as snow loads, winds, earthquake activity, tidal action, and soil conditions.

FINDING AND SELECTING an architect

Start by obtaining the names of several architects from more than one source. You can ask for recommendations from people you know, or look in the yellow pages of the telephone directory under "Architects" for individuals, firms, and professional associations. You can also receive more information about the practice of architecture and referrals from professional associations such as The American Institute of Architects (AIA)—Web site at www.aia.org.

Some architects specialize in designing certain types of structures such as single-family dwellings, multiple residential, commercial, institutional, or industrial structures, while others design a variety of building types. You may find it to your advantage to contact several architects or architectural firms. The CAB does not maintain a referral service and cannot recommend architects; however, CAB can advise you if an architect is currently licensed and whether the Board has taken any disciplinary action against that architect.

After receiving referrals and recommendations from various sources, you will need to determine which architect will be able to provide the services you need at a cost you are willing to pay.

BASIC CRITERIA

Prior to selecting an architect, you need to develop basic criteria for your project and provide this to the architects you are considering. The basic criteria for your project should include, but not necessarily be limited to:

- the size, appearance, and functional requirements of your project.
- the services you expect the architect to perform.
- what you intend to spend for design fees, if known.
- what you intend to spend for construction.
- how the project will be financed and, if known, by whom.
- anticipated starting and completion dates of your project.
- how you intend to construct the project.

Request for Information

To make sure you get the best person for your project, you should request information on qualifications and experience from several architects. After reviewing their qualifications, you may want to interview a number of architects to determine their understanding of your project and your compatibility. During the selection process, you may want to ask some or all of the following questions:

General Information

- How long have you been in business?
- How many persons are employed by your firm?
- Do you have a valid California architect's license? If so, what is your license number?
- How have you kept current in your practice?
- Do you intend to use consultants for this project? If so, who do you propose to use? What are their qualifications? What has been your experience with them?
- What percentage of your practice involves the type of structure I intend to build?
- Do you carry insurance? If so, what type(s)? How long have you carried each type and what are the policy limits?

Experience

- Have you recently designed the type of structure I intend to build? How many times?
- When and what was your most recent project?
- May I see examples of your previous projects that are similar to my project (sketches, photos, plans)?
- May I have the names, addresses, and telephone numbers of the clients for these previous similar projects?
- What was the actual construction cost versus budgeted cost for these projects?

Services

- What services did you provide for these clients during the design, bidding, and construction phases?
- What services do you propose to provide for my project during each of these phases?
- Who will provide these services, you or your employees?

Fees

- What will the fee schedule be?
- How will your fees for my project be determined and what services do the fees cover?
- Will you provide probable construction cost estimates for my project?

- If consultants (civil, structural, mechanical, electrical, geotechnical, testing and inspection, etc.) are necessary, are their fees included in your basic fee or are they separate services?
- What additional costs (e.g., permit and other governmental fees) or services (e.g., time spent obtaining necessary permits and other approvals) do you anticipate for my project?
- How do you establish your fees for additional services and reimbursable expenses?

- Will there be a charge for redesign if it is necessary to meet the construction budget?
- Will there be additional charges for changes required by the building department or other government agency?
- How are additional charges computed for design changes requested by me or requested by a contractor?

Time

- Can you meet my proposed schedule?

Making the Final Decision

It is wise to check the references that each architect gives you and ask the following questions:

- Did the architect adhere to required schedules and budgets?
- Were you pleased with the architect's services and your working relationship with the architect?
- Did the architect listen to your concerns and attempt to resolve them?
- Would you hire the architect again?
- What problems surfaced during the project?

If possible, visit the projects the architects have used as examples of their services.

In addition, you may call the Board or visit the Web site at www.cab.ca.gov to verify the license status of any architect(s) you are considering. Upon written or telephone inquiry, the Board will also inform you of any public complaints, or enforcement or disciplinary action against an architect.

THE CONTRACT FOR design services

Since January 1, 1996, California law has required that any architect who agrees to provide architectural services to a client must have a written contract. The contract must be signed by the architect and client prior to commencing services, unless the client knowingly states in writing that the services can be started before the contract is signed, or the client states in writing, after being informed about the statutory provision, that he or she does not want a written contract.

However, the Board recommends that you always have a written contract for design services with the architect. Many architects prepare their own contracts or have them prepared by an attorney; others use American Institute of Architects (AIA) standard forms of agreement appropriate to the type of project and services required.

Whatever contract is used for professional services, it is a legal document that binds you and the architect to certain obligations for the life of the project and, in some cases, beyond project completion. It should include the specific services that you and your architect have agreed upon and the conditions under which these services are to be rendered. Otherwise, issues could arise that may be both expensive and time consuming to resolve.

Review the contract carefully. It is your responsibility, along with the architect's, to understand and follow the contract. You have the right to question and negotiate changes in the terms of the contract before signing it, even if it is a printed standard form. Because it is a binding legal document, you may wish to have your legal counsel review the contract before you sign it. You, the owner, should retain an original copy of the signed contract.

In addition, you should not make agreements with other parties regarding your project without first notifying the architect with whom you have the primary agreement.

MANDATORY ITEMS FOR THE WRITTEN CONTRACT

California Business and Professions Code Section 5536.22 requires that a written contract for architectural services contain, at a minimum, the following items:

1. a description of services to be provided by the architect to the client;
2. a description of any basis of compensation applicable to the contract and method of payment agreed upon by both parties;
3. the name, address, and license number of the architect and the name and address of the client;
4. a description of the procedure that the architect and the client will use to accommodate additional services; and
5. a description of the procedure to be used by either party to terminate the contract.

ADDITIONAL RECOMMENDED ITEMS IN THE WRITTEN CONTRACT

Beyond those items required by law, the Board recommends that a contract for architectural services be as clear and complete as possible in defining the goals and the expectations of both parties for the project. The contract could include the following:

- the title and address of the project.
- a narrative description of the project including any unique or special requirements.
- a definition of the project schedule with critical time frames for events such as funding cycles, third-party approvals, completion of design services, start and completion of construction, occupancy date, etc.
- an estimated construction budget and a description of what it includes.

- a provision for fee and construction budget cost escalation or contingencies for changes in the project scope during design and construction phases.
- a provision for fee and construction budget cost escalation or contingencies for delay in schedules.
- a clarification of when the client's approval must be given in order for the architect to proceed to the next phase.
- an itemized listing and description of the architect's basic services.
- the proposed fee for these basic services.
- a definition of additional services and procedures for authorization and compensation.
- a definition of reimbursable expenses and the procedures for authorization and compensation.
- a listing of the project consultants that may be needed (i.e., engineering, geotechnical, landscape, etc.), and a definition of the procedure for hiring and compensating them.
- a schedule of when fee payments are due and in what amounts.
- a definition of the amount of any required retainer fee and how, when, and where it will be applied to the total fee for services.
- how final payment is computed if the contract is terminated.
- a clarification of who is responsible for keeping project account records and when they may be reviewed.
- whether construction observation services are included, and if they are part of basic or additional services.
- whether assistance with bidding and/or establishing a contract between a contractor and owner will be provided and if it is part of basic or additional services.
- a clarification on ownership, use, or reuse of the project documents.
- a procedure for handling disputes between the parties should the need arise (for example, arbitration or mediation).

KEEPING RECORDS

It is important to keep the written contract and a written record of all verbal communication with your architect related to the project. Do not assume your architect will interpret everything you discuss with him or her the same way you do. When you have a meeting or discussion with the architect about your project, write the architect a memo or email confirming your understanding of that meeting or discussion. These memos can help to prevent misunderstandings from occurring and may prove invaluable should a problem or dispute occur. Include the date and time of your conversation in the memo, as well as the date you write it.

You may also want to write memos or notes to yourself about the progress of the project. Photographs or videotapes taken at regular intervals (with notes as to the dates that the photos are taken) can be very useful in establishing a historical record of the project.

Keep detailed financial records by ensuring the architect provides detailed invoices. Also keep records of the date and amount of each payment you make.
Require the architect to obtain your written approval at designated phases and before additional costs are incurred.

Make sure that you receive a copy of all documents you sign, and keep a copy of all documents you give to your architect.

FINANCIAL ISSUES

Before you sign the written contract, clearly establish the total amount of money (including contingency funds) you are willing to pay for the design and construction of your project, the frequency of progress payments you will make to your architect, and the amounts and schedule for these payments. Make sure this fee

schedule is recorded accurately in the written contract, and that you make each payment to the architect as called for in the contract. If you have obtained a loan for your project, ensure that it covers both the cost of your architect's services and the construction cost.

Payment schedules should reflect the services to be provided on your project. Be wary of excessive advances or retainer fees to begin services. Make the final payment when the services are complete in accordance with your contract and you are satisfied with the services your architect has provided you.

Careful planning and discussion with your architect regarding services and payments, as well as accurate record keeping, will develop open communication and lead to a successful working relationship.

CONSTRUCTION HINTS

Unless you are experienced in construction, you probably should not attempt to build your project yourself. A properly licensed and experienced building contractor should perform the construction. Therefore, it is important for you to ensure that the construction documents (building plans and specifications) you receive from the architect are complete enough for you to obtain bids from one or more contractors, and for the contractor to construct your project. Contact the Contractors State License Board at (800) 321-2752 or www.cslb.ca.gov to verify licensure and access consumer information.

A building permit does not guarantee that the plans your architect gives you are sufficient for construction. Discuss the plans with your architect and your contractor to ensure that they are suitable for bidding and construction purposes.

what to do if

A PROBLEM OCCURS WITH YOUR PROJECT

You, the consumer, have a right to receive careful and professional service from the architect you have hired. Even if you have read and followed this guide and have done everything possible to prevent problems, you may still encounter difficulties. What should you do?

First, discuss the problem thoroughly and calmly with your architect. If the architect is violating your written contract, review the contract and other relevant documentation with the architect. If your contract has a dispute resolution procedure, you should comply with it. If you and your architect are still unable to settle the problem, your next step should be to call or write the Board.

WHAT CONSTITUTES A COMPLAINT?

The Board has the power, duty, and authority to investigate alleged violations of the provisions of Business and Professions Code, Division 3, Chapter 3, Section 5500 et. seq. (Architects Practice Act). The Board is also given specific authority to receive and investigate complaints against its licensees and to discipline violators accordingly. Do not hesitate to call or write the Board about any questions or concerns you may have. The Board takes action against architects for:

- fraud in obtaining a license.
- impersonation or use of an assumed or corporate name.
- aiding unlawful practice.
- signing someone else's plans or permitting the misuse of their name.
- fraud in the practice of architecture.
- negligence or misconduct.

- failure to accurately represent qualifications.
- conflict of interest.
- incompetence or recklessness.

Disciplinary actions may include license revocation, license suspension, license probation, citations, civil injunctions, and/or referral to local district attorneys for criminal prosecution.

The Board may also investigate complaints about unlicensed practice involving projects not exempted by state law.

HOW TO FILE A COMPLAINT

You may contact the Board at the address listed in this booklet. If you telephone the Board, you will be sent a complaint form with instructions. Complaint information and forms are also available on the Board's Web site at www.cab.ca.gov. Fill out the form and return it to the Board with any evidence to support your complaint. If you submit a letter, fully describe your complaint. Submit copies of all documentation that you believe will substantiate your complaint. Keep the originals of these documents, as well as a copy of your complaint letter. Include your name, address, and telephone number so that the Board can contact you if more information is required.

You have the right to remain anonymous if you so choose by requesting it at the time you file your complaint. However, anonymity may add some difficulty or may prevent the Board from fully investigating your complaint and/or prosecuting the case.

HOW WILL THE BOARD RESPOND?

You are encouraged to notify the Board as early as possible, so that Board staff can help you resolve the problem.

After the Board receives your complaint, you will be formally notified of its receipt and that the Board is beginning the review process. If necessary, you will be asked to provide additional information. If the Board believes that the complaint has merit it

will begin the investigation by evaluating the professional aspects of your complaint. A letter is sent to the architect approximately 10 days after receipt of your complaint. The letter to the architect requests him or her to respond with an explanation of his or her side of the situation.

If your complaint concerns something outside the Board's jurisdiction, you will be notified if another state or local agency might be able to assist you. The Board does not have authority to recover monies for consumers. The Board may only take action where there is a violation of the Architects Practice Act. If you are seeking recovery of money for alleged damages, you should consider other avenues of redress (i.e., arbitration, small claims court, civil, or criminal action).

The Board gives priority to complaints involving a person's life, health, safety, or welfare.

special provisions

IN THE EVENT OF A NATURAL DISASTER

In the event of a declared disaster such as an earthquake, fire or flood, additional provisions of state law become effective.

PENALTIES FOR UNLICENSED PRACTICE

When responding to advertisements or solicitations offering architectural services, disaster victims should verify whether the person offering services has a valid license. Only persons licensed by the Board may call themselves architects and provide architectural services.

During a declared state of emergency, the penalty against an unlicensed person who represents that he or she is an architect in connection with the offer or performance of architectural services for the repair of damage to a structure caused by a natural disaster is increased and punishable by a fine up to $10,000 and/or imprisonment.

REQUIREMENTS FOR RECONSTRUCTION

Individuals are advised to contact their local building officials for clarification of the requirements for repair or reconstruction of their project. It may not be possible to recreate the home or business as it existed before the disaster if it was designed years ago to conform to building codes that have since been changed. In some instances, substantial design or redesign services may be necessary to meet current code requirements.

RELEASE OF COPY OF PLANS

If damage to residential real property is caused by a natural disaster declared by the Governor, and if the damage may be covered by insurance, the architect or other person who prepared the plans originally used for the construction or remodeling of the property must release a copy of the plans to the homeowner, the homeowner's insurer, or a duly authorized agent of either upon

request. The plans may only be used for verifying the amount of damage for insurance purposes. The architect may charge a reasonable fee to cover the reproduction costs of providing a copy of the plans. The plans cannot be used to rebuild any part of the property without prior written consent of the architect or other person who prepared the plans. If prior written consent is not provided, the architect will not be liable if the plans are subsequently used by the homeowner or anyone else to rebuild any part of the property.

There is a procedure defined in Health and Safety Code sections 19850-19853 for the release of non-residential property plans by the building department. Release is conditioned on the requesting party submitting a signed affidavit containing all of the following provisions:

1. That the copy of the plans shall only be used for the maintenance, operation, and use of the building.
2. That drawings are instruments of professional service and are incomplete without the interpretation of the certified, licensed, or registered professional of record.
3. That Business and Professions Code section 5536.25(a) states in part that a licensed architect who signs plans, specifications, reports, or documents shall not be responsible for damage caused by subsequent changes to, or use of, those plans, specifications, reports, or documents where the subsequent changes or uses are not authorized by the licensed architect who originally signed the plans.

IMMUNITY FOLLOWING AN EARTHQUAKE

California has a Good Samaritan Law for licensed architects, engineers, and land surveyors who, at the request of a public official, provide safety inspection services, without compensation, at the scene of a declared national, state, or local emergency caused by an earthquake. This law provides that the “Good Samaritan” architects who provide these services are immune from liability. This immunity applies only for an inspection that occurs within 30 days of the declared emergency.

WHERE TO

notify the board

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(916) 445-3394
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