



# Consumer's Guide to Hiring an **Architect**



DEPARTMENT OF CONSUMER AFFAIRS

**PUBLIC PROTECTION THROUGH  
EXAMINATION, LICENSURE, AND REGULATION**

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## Introduction

The California Architects Board (CAB) created this booklet so that you will make informed choices during every phase of your project.

This booklet will provide information about how to hire licensed architects, manage your project, and take action if there is a concern or disagreement.

Please use the information and services available on CAB's website ([www.cab.ca.gov](http://www.cab.ca.gov)) and check to ensure the architect is licensed or has any disciplinary action taken against the license.

## The Practice of Architecture

California law defines the practice of architecture 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 by CAB.

License requirements include passing a national and supplemental examination required by the state of California, as well as at least eight years of education and/or experience (which includes completion of a structured intern development program requiring 5,600 hours of experience). Testing includes knowledge of applicable codes and regulations; 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; and construction observation.

## Should I Hire an Architect?

It is generally recommended that you hire an architect; however, not every building project requires an architect's services. Current California law states that people who are not licensed as architects or registered as civil or structural engineers can design certain types of buildings or portions of buildings. See this chart:

### Design Limitations for Professionals

#### Architects

May design any building of any type except the structural portion of a hospital.

#### Applicable Statutes

Health & Safety Code § 129805  
Business & Prof. Code §§ 5500.1, 6737

#### Civil Engineers

May design any building except hospitals and public schools.

#### Applicable Statutes

Health & Safety Code § 129805  
Ed. Code § 17302  
Business & Prof. Code §§ 5537.5, 6731, 6735

#### Structural Engineers

No limitations; may design any type of building.

#### Applicable Statutes

Business & Prof. Code §§ 5537.1, 6731, 6736

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### Unlicensed Persons

- Single-family dwellings of wood frame construction not more than two stories and a basement in height.
- Multiple dwellings containing no more than four dwelling units of wood frame construction not more than two stories and a basement in height. Not more than four dwelling units per lot.
- Garages or other structures appurtenant to other exempt buildings of wood frame construction not more than two stories and a basement in height.
- Agricultural and ranch buildings of wood frame construction.\*
- Nonstructural or nonseismic store fronts, interior alterations or additions, fixtures, cabinetwork, furniture, or other appliances or equipment including nonstructural or nonseismic work necessary to provide for their installation.
- May not design any component that changes or affects the safety of any building, including but not limited to structural or seismic components.

*\*Unless the building official having jurisdiction deems that an undue risk to the public health, safety, or welfare is involved.*

### Applicable Statutes

Business & Professions Code §§ 5537, 5538, 6737.1



Before you hire someone who is not a licensed architect or registered engineer to design a new building or alter an existing structure, it is suggested that you consult with your local building department regarding whether your project requires a licensed architect or engineer to prepare and submit plans and specifications. The building official considers existing state laws, public health, safety, and welfare, and local environmental and geographical conditions, e.g., snow loads, winds, earthquake activity, tidal action, flood hazard zones, and soil conditions.

## Finding and Selecting an Architect

Obtain recommendations of architects from friends, relatives, the internet, etc. You can also receive information about the practice of architecture and referrals from professional associations such as the American Institute of Architects (AIA) and its local chapters ([www.aia.org](http://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.



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Make sure that you select an architect who shares your vision. Contemporary practice may incorporate the following environmentally resilient elements in the design/build:

- Energy efficiency.
- Water efficiency and conservation.
- Material conservation and resource efficiency.
- Environmental quality and comfort.
- Accessibility and safety.
- Pollutant control.
- Climate change.

After receiving referrals and recommendations from various sources, you will determine which architect can provide the services you need and at your cost. The following information will assist you with this process:

### **Basic Project Criteria**

#### **1. The first step is to define the basic criteria for your project, which should include:**

- Desired size, appearance, and functional requirements of your project.
- Services you expect the architect to perform.
- Proposed total budget including fees, permits, construction costs and contingencies.
- Who is financing the project.
- Beginning and completion dates.

#### **2. Interview the Architects**

Request to meet with the architect and ask about their qualifications and experience. You may choose to interview a number of architects to determine their

understanding of your project and your compatibility. Questions to ask are as follows:

- How long have you been in business? How have you kept current in your practice?
- How many persons are employed by your firm?
- Do you have a valid California architect's license? If so, what is your license number?
- Will you use consultants for this project? If so, who do you propose to use, and what are their qualifications? What has been your experience with them? Are they insured?
- What percentage of your practice involves the type of structure I intend to build, and have you recently designed this type of structure?
- Do you carry insurance? If so, what type(s)? How long have you carried each type and what are the policy limits?
- 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?
- What services will you provide for my project? Which are "basic" and which are "extra?"
- Will you or your employees provide the services?
- What services will you not provide or are provided by others?
- What does construction observation services entail? How often will you be on site? What is your role during site visits during construction?
- How will your fees for my project be determined and what services do the fees cover?

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- Will you provide probable construction cost estimates for my project?
- If consultants (civil, structural, mechanical, electrical, geotechnical, testing and inspection, interior design, landscape architecture, etc.) are necessary, are their fees included in your "basic" services 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?
- Can you meet my proposed schedule?
- How will we handle any dispute that may arise between us?
- Did the architect listen to your concerns and attempt to resolve them?
- Would you hire the architect again?
- What problems surfaced during the project? How were they handled? Were they resolved to your satisfaction?
- Did the architect have a productive relationship with the contractor and others involved in the construction of your project?

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

Although CAB does not maintain a referral service and cannot recommend architects, it can advise if an architect is currently licensed and whether any enforcement and/or disciplinary action against that architect. You can contact CAB by telephone or visit its website at [www.cab.ca.gov](http://www.cab.ca.gov).

### Choosing the Architect

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?



## The Written Contract

Since January 1, 1996, California law has required that any architect who agrees to provide architectural services 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.

Although there are these few exceptions to the requirement for a written contract, CAB recommends that you always insist upon a written contract with the architect to document the terms and conditions that will govern your relationship. Many architects prepare their own contracts or have them prepared by an attorney; others use standard form agreements published by AIA.

The contract 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.

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 want to have legal counsel review the contract before you sign it. You should retain an original copy of the signed contract. Also, you should not make agreements with other parties regarding your project without first notifying the architect.

## Mandatory Contract Items

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

- A description of the project.
- A description of services to be provided by the architect.
- A description of any basis of compensation applicable to the contract and method of payment agreed upon by both parties.
- The name, address, and license number of the architect, the name and address of the client, and the project address.
- A description of the procedure that the architect and the client will use to accommodate additional services or in the compensation or method of payment.
- A description of the procedure to be used by either party to terminate the contract.
- A statement identifying the ownership and use of instruments of service prepared by the architect.
- A statement in at least 12-point type that reads: "Architects are licensed and regulated by the California Architects Board located at 2420 Del Paso Road, Suite 105, Sacramento, CA 95834."

## Recommended Contract Items

Beyond those items required for architects by law, CAB recommends that a contract for architectural services be as clear and complete as possible in defining goals and expectations. Since this venture is a collaboration of client and architect, the contract should clearly define both the client's and architect's responsibilities.

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Basic client responsibilities generally include providing the following:

- Project information and decisions communicated to the architect in a timely manner.
- Property-related information such as legal descriptions, boundary and topographic surveys showing existing conditions, soils testing and reports, unless otherwise defined or authorized in the agreement.
- A description of desired project requirements, especially related to size, uses, and appearance.
- The definition of critical project milestones such as funding cycles, third-party approvals, and anticipated or required completion/occupancy dates.

The basic contract could be expanded to include some or all of the following:

- The address of the project and, if applicable, the project's title.
- A narrative description of the project including any unique or special requirements.

- The project schedule with critical time frames 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 or for delays to schedules.
- An understanding 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 and the proposed fee.
- A definition of reimbursable expenses and the procedure for authorization and compensation.
- A listing of the project consultants, if known, that may be needed (i.e., engineering, geotechnical, landscape, etc.), and the procedure for hiring and compensating them.



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- A schedule of fee payment due dates and amounts.
- A definition of the amount of any required retainer fee and how and when it will be applied to the total fee for services.
- The way in which the final payment is computed if the contract is terminated.
- Clarification of who is responsible for keeping project account records and when they may be reviewed.
- Whether construction observation services are included and a description of the intent and scope of these services, 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 of who owns, can use, or reuse the project documents, including electronic files, at completion of the project or if the architect is terminated.
- A procedure for handling disputes between the parties should the need arise (for example, arbitration, mediation, or civil action). Be aware an architect has a right to file a design professional's lien and/or a mechanics lien in the event the agreed-upon fees are not paid. See page 10.

### **Keeping Records**

It is important to keep the written contract and a written record of all verbal communication with your architect. When you meet to discuss your project with the architect, write the architect a memo or email confirming your understanding of that meeting or discussion. These

memos can help to prevent misunderstandings and may prove invaluable if a dispute occurs. Include the date and time of your conversation in the memo or email, 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, 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.

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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.

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.

### **Release of Plans**

The official copy of the plans maintained by the building department of the city or county is open for inspection as a public record. However, a copy may only be duplicated with the permission of the architect and the original or current owner. Criteria for retention and release of official copies of permitted projects by building departments are defined in Health and Safety Code sections 19850–19853.

### **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. Contact the Contractors State License Board at (800) 321-2752 or visit [www.cslb.ca.gov](http://www.cslb.ca.gov) to verify a contractor's license and access consumer information.

Ensure your architect and contractor work together and agree that the plans are suitable for obtaining permits from the local building department, and for bidding and construction.



## **What to Do if a Problem Occurs With Your Project**

You have a right to receive competent and professional service from the architect you have hired. However, even if you have read and followed this guide and have done everything possible to prevent problems, you may still encounter difficulties.

If a problem arises, you should first discuss it thoroughly and calmly with your architect. If you believe 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 or take civil action as appropriate. You may also file a complaint with the Board.

### **Design Professionals' Liens**

Design professionals have a right to record a lien before construction begins. A design professional's lien is a separate remedy available only to architects, professional engineers, and land surveyors who provide

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services during the planning phase of a private work project under a written agreement with the owner. The lien is placed on the project's property and may not be recorded until a building permit or other governmental approval associated with the project has been obtained in connection with the services rendered by the design professional.

A design professional's lien is not available for a single-family, owner-occupied residence with construction costs of less than \$100,000 in value.

### **Mechanics Liens**

Once construction commences, an architect may have the right to record a mechanics lien against your property for any unpaid fees. Like design professionals' liens, a mechanics lien is a separate remedy available to certain persons that bestow labor, services, materials, etc. to a private project. The law governing mechanics liens is very complex. In the event of a dispute with your architect that results in the recording of a mechanics lien, you may wish to consult legal counsel.

### **What Constitutes a Complaint?**

CAB has the power, duty, and authority to investigate alleged violations of the provisions of the Architects Practice Act (Business and Professions Code, Division 3, Chapter 3, § 5500 et seq.). CAB is also given specific authority to receive and investigate complaints against its licensees and to discipline violators. Do not hesitate to call or write CAB with any questions or concerns. CAB may take 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 and enforcement actions may include license revocation, license suspension, license probation, citations, civil injunctions, and/or referral to local district attorneys for criminal prosecution.

CAB may also investigate complaints about unlicensed individuals attempting to provide architectural services.

### **How to File a Complaint**

A complaint form can be sent to you by mail by calling CAB. Complaint information and forms are also available online at [www.cab.ca.gov](http://www.cab.ca.gov). Please complete the form and return it to CAB along with supporting evidence. If you submit a letter, fully describe your complaint, and 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 CAB can contact you if more information is required.

You can remain anonymous by requesting it at the time you file your complaint. However, anonymity may add some difficulty or may prevent CAB from fully investigating your complaint and/or prosecuting the case.

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### **How Will CAB Respond?**

Once CAB receives your complaint, you will be formally notified of its receipt and that the review process is beginning. If necessary, you will be asked to provide additional information. If CAB believes the complaint has merit, it will begin the investigation by evaluating the professional and/or technical aspects of your complaint. A letter will be sent to the architect approximately 10 days after receipt of your complaint requesting a response to the allegations.

CAB may only take action when there is a violation of the Architects Practice Act. If your complaint concerns something outside CAB's jurisdiction, you will be notified if another state or local agency might be able to assist you. 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) as CAB does not have the authority to recover monetary damages. The Department of Consumer Affairs has several publications available at [www.dca.ca.gov](http://www.dca.ca.gov) concerning small claims court.

Priority is given to complaints involving a person's life, health, safety, or welfare.



## **Special Provisions in the Event of a Natural Disaster**

If a declared disaster such as an earthquake, fire, or flood occurs, 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 CAB can call themselves architects and provide architectural services.

During a declared state of emergency, the penalty against an unlicensed person representing him/herself as an architect in connection with offering architectural services for damages 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 always be possible to recreate the home or business as it existed prior to the disaster due to building code changes. In some instances, substantial design or redesign services may be necessary to meet current code requirements.

### **Release of Plans**

If damage to residential real property is caused by a natural disaster declared by the governor, and if the damage is covered by insurance, the architect or other person who prepared the plans originally used for the



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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.

### **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.

## **Contact Information**

**California Architects Board**  
2420 Del Paso Road, Suite 105  
Sacramento, CA 95834  
(916) 574-7220  
[www.cab.ca.gov](http://www.cab.ca.gov)  
[cab@dca.ca.gov](mailto:cab@dca.ca.gov)



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