

## Introduction

Each client relationship brings a new set of challenges to an Architect's drawing board. The goal of this primer is to give you some level of comfort by describing, sometimes in rather candid terms, the process of documenting the challenges of *your* project and retaining the services of an Architect.

I've written this article in first person because I negotiate contracts and accept work on behalf of taylor28design LLC. I hope this informal format will keep us from tip toeing around the "Architect" and "Owner" terminology, thus avoiding some confusion.

Also, three pages doesn't provide much space to describe the beginning steps of a project. I encourage you to follow-up with questions and suggestions.

## Programming

Should you buy or build or both? To begin a successful project, we engage in a process called "programming". It's the collection and documentation of your needs and wants. In this case, your "needs" are your functional requirements while your "wants" are those things above and beyond satisfying your functional requirements. You might also think of wants as things that describe your particular style.

Programming is a necessary exercise whether you develop the Program or you have your Architect interview you and record the Program. Collecting this information will help you think through each space so you can communicate your vision to your Architect.

You may reduce your overall design fee if you take the initiative to develop your own program. This allows your Architect to build on your initial work rather than starting from scratch.

Please note the suggestion was you may *reduce* your overall design fee. The suggestion was not that you can

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# Hiring Your Architect

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finding and retaining the services of the right architect  
is a challenge well worth an Owner's time and effort

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eliminate the fees during the programming phase. If you've produced a Program, your Architect still needs to analyze that Program and get to know you. Then, he/she can typically suggest some alternatives you may not have considered.

## Contract

taylor28design LLC uses a series of contract documents published by the American Institute of Architects (AIA). For example, taylor28design LLC uses a modified B141 *Standard Form of Agreement Between Owner & Architect*. The first few pages of the contract allow the Owner and Architect to record information specific to the project. The balance of the document is standard verbiage that describes the relationship between Owner and Architect.

To consider a project for taylor28design LLC, I need to review both the Owner's Program and the information typically included in the first few pages of the B141 Agreement. A review of this information and a discussion with the Owner help me determine if taylor28design LLC is the right company for the project.

I realize that the underlying statement in the previous paragraph, essentially stating that I may decline your invitation to anchor your project team, defies what you might expect from a person offering professional services. I think it's important to discuss the capabilities of the company and to encourage you to be very inquisitive in your initial discussions with any person or entity providing professional services.

My particular concern is ensuring taylor28design LLC can provide the services that you require. To do so, the company can only take on a limited number of projects at any one time. All members of the project team (Architect, General Contractor,

Subcontractors, Consultants, etc.) face this same challenge... whether they choose to admit it or not.

## Owner|Architect Meeting

Your (potential) architect may or may not charge you for the time and expense associated with reviewing your project. Since taylor28design LLC may not be the best fit for your project, I try not to charge potential clients for the initial consultation. During this initial review, the company is essentially losing money by spending otherwise billable time working with someone who is not yet a client.

For obvious economic reasons, the company must keep non-billable time to a minimum. You can help me do that by collecting the aforementioned information and any questions ahead of time. If you don't have time to do so, or if you have a unique situation like a challenging site or program, we can work out a simple Agreement to account for time and expenses.

Though you may need to sign an initial Agreement to cover time and expenses prior to signing a more formal Agreement, I encourage you to make time to meet with your (potential) Architect before signing any Agreement intended to govern your relationship. You need an opportunity to size-up the Architect and be sure that you're compatible, not just as Owner and Architect, but as two people who can effectively communicate.

Though this may be obvious, it should be stated: if you've met with anyone who will provide professional services and you think there might be some communication issues resulting from personality conflicts, lack of professionalism, etc., don't sign an Agreement with that person until you've addressed the issues and developed a solution for each one.

The design+bid+build process we use to deliver successful projects is additive. Each phase builds on the last. If your wants and needs are not documented during the design phase because of issues that were never addressed, the bidding and building phases are going to be a greater challenge than they would otherwise. In this case, "a greater challenge than otherwise" usually equates to more time and money spent on the project.

### **Contract Review & Approval**

Once you're satisfied you can get along with your Architect, you're ready to document the relationship. The modified B141 Agreement used by taylor28design LLC is eleven pages. Some people claim to have experienced a heart attack when they realize it's eleven pages and some people don't ask any questions. I'd like you to be in the middle.

I'd like you to be "in the middle" because some of the verbiage in the Agreement bears some explanation. I'd appreciate a chance to discuss it with you to make sure it's equitable and both parties have read and *understand* the language in the Agreement. Most of the "contract negotiation" is actually reviewing the various sections in the document.

On behalf of taylor28design LLC, I *rarely* send a final draft of the Agreement to an Owner for a signature without an initial Owner review. Instead, I typically send a first draft copy for the Owner's review and comment. The document is fluid and may evolve to address the concerns of both parties.

If you have a phobia of contracts, please consider the following: the Agreement is like an Owner's Manual to the relationship between the Owner and the Architect. It's a chance to document the project specifics and describe the responsibilities of each party. You can reduce confusion about services, fees and other responsibilities by recording these items in the Agreement. In that sense,

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the more information you include in the Agreement, the better off you are throughout the rest of the project.

Rather than looking at the contract negotiation as a hard-nosed battle between the Owner and Architect, I look at the contract negotiation as a chance to make sure I have the same expectations as the Owner. Without discussing and then recording our expectations in the Agreement, we're left with a series of assumptions that may be completely different.

### **Big Contract, Little Project?**

taylor28design LLC cannot provide services without a signed Agreement between the Owner and Architect because there are too many variables to be figured out and the rights of the parties are not protected. I prefer to use the modified B141, even for small projects. Though it sounds like a lot of contract for a small project, it addresses issues that affect all projects, both big and small.

If you only need a consultation, you probably don't need a B141 Agreement. One-time meetings that don't require additional services can be conducted under a less formal Agreement like a fee proposal. For example, if you're considering the purchase of a house or property, you likely want some help figuring out the potential for a renovation, addition or new construction *before* making the purchase. If you're working on a home renovation, you might want to get a professional opinion to make sure you're on the right track. If you're working with a contractor to make some limited improvements, like replacing windows or siding, you might want a professional to present alternative materials, systems and methods or to oversee the work of the contractor.

Obviously, each of the previous examples requires limited time on the part of the Architect even though the services provided by the Architect can have a significant impact on the value of the work. This is particularly true if your Architect recommends a better material, system, method and/or helps you avoid any pitfalls like missed inspections, zoning issues, etc. You may be able to work under a simple Agreement with the

(written) understanding that the parties will use a more developed Agreement if the Architect needs to formally document decisions and/or the scope of the work increases.

### **Once You're Agreed**

Once the Owner and Architect sign the Agreement, the project commences and everyone lives happily ever after. If you don't live happily ever after, you may refer to the Agreement to be sure that your rights are protected and the parties are fulfilling their responsibilities. You may also assign the document, with written approval from the original signatories. Meaning, if your needs change during the course of the project, you can discuss the changes with your Architect and write an amendment to the original Agreement.

The B141 *Standard Form of Agreement Between Owner and Architect* also allows the Owner to terminate the Agreement without cause. This clause is particularly comforting to Owners who aren't used to working with contracts. It's also one of the reasons why it makes sense to use the B141, even for small jobs: the Owner gets a more detailed description of the Agreement though he/she is not trapped in the relationship.

### **Other Publishers**

The American Institute of Architects (AIA) is not the only organization that publishes contract documents. Other publishers include the National Society of Professional Engineers ([www.nspe.org](http://www.nspe.org)) and the Associated General Contractors of America ([www.agc.org](http://www.agc.org)). Both organizations list the documents on their respective web sites.

taylor28design LLC and many other firms use the AIA contract documents for a number of reasons. For additional information about the AIA contract documents, you may review "AIA Contract Docs: The American Institute of Architects offers a collection of some ninety contract documents for your projects" by taylor28design LLC. You may also visit the AIA web site at [www.aia.org](http://www.aia.org).

### **Collecting Your Information**

Use the outline (at right) to begin collecting, documenting and sharing information about your project with your Architect. You can create a hand-written form or start your own electronic copy using an application like Microsoft Word. No matter what format you use, hand-written, electronic or otherwise, please be sure that you retain the original copy for your records.

An electronic version of the information will allow the Owner and Architect to revise the information and transmit it via email or other convenient formats. After the appropriate revisions and Owner approval, your Architect can eventually copy+paste the information into the Agreement between the Owner and Architect (provided the Architect is using software from the various contract document publishers to assemble the Agreement).

### **Owner's Vision**

Though this article may give you the sense that taylor28design LLC wants you to collect this information on your own to save time for the Architect, the most important aspect of this exercise is that it develops the vision of the Owner *before* the Architect is thoroughly involved in the process.

At the Owner's direction, taylor28design LLC can provide turn-key services with little or no input from the Owner. However, most Owners want to be involved in the process and use the Architect as a means of translating the Owner's vision into a successfully completed project. To do so, the Owner must first have at least a fundamental understanding of what he|she expects for the project. So, do your best to develop your vision and let your Architect guide you the rest of the way.



**Ryan Taylor, AIA**  
**PRESIDENT**

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### **Owner**

The Owner is typically the title holder of the property.

### **Owner's Contact Information**

The mailing address, telephone number, facsimile number and email address.

### **Description of Project**

Do your best to describe the project as a renovation, addition or new construction. Information describing the size (in square feet, number of rooms, etc.) and location of the project site would be helpful. Photos are also helpful. Your Architect needs enough information to determine the Authority Having Jurisdiction (AHJ). In addition to the physical address, be sure to provide the name of your city (if any), county and state.

### **Owner's Program**

This is typically a separate document generated by the Owner or by an Architect working with an Owner.

### **Legal Parameters**

You may find some of these in the closing package from the purchase of the property. A legal description can be helpful though it's often difficult to decipher. A recent survey by a licensed surveyor provides a great deal of relevant information. (Don't commission a new survey without speaking with a design professional.) In addition to this information, be sure to provide copies of any architectural covenants, rules set forth by your home owner's|neighborhood association, etc.

### **Time Parameters**

Proposed start and finish dates for the design, bidding and building phases are helpful even if they're completely unrealistic. Including these dates begins a discussion about the feasibility of the project schedule.

### **Proposed Procurement or Delivery Method**

There are a number of ways to "deliver" a project. The most common delivery method for traditional single-family projects is design+bid+build where the project is divided into three separate phases. Some projects use a design|build method. Ask your Architect to explain the applications for these and other alternate delivery methods if you have any questions. Also, be sure to discuss the differences between a competitive bid and a negotiated bid. You can work with your Architect to determine which will be better for your project.

### **Special Characteristics**

Make an effort to document any requirements that would not typically be included in a similar project. For example, energy supply and conservation requirements may be considered special characteristics. Environmentally sensitive technologies and systems designed into the project may be considered special characteristics. Historic preservation requirements may also be considered special requirements.

### **Owner's Representative**

Though uncommon in small projects like residential work, if the Owner wishes to work through a representative, the Owner needs to document that relationship in the contract. Occasionally, when one spouse holds the title to a property (as a risk management strategy) he|she may list his|her spouse as the representative to be sure they have the right to contribute to the project.

### **Owner's Consultants**

Also uncommon on small projects like residential work, the Owner may use his|her own consultants for various aspects of the project. This could include professional services from engineering to cost estimating. Typically, the Architect will use his|her own collection of consultants to design the project. These consultants are usually contracted by the Architect rather than the Owner for risk management purposes.