



Negotiating the Agreement

Owner-architect agreements spell out what you and your architect bring to the professional relationship and what you can expect from it.

The formal agreement between you and your architect is an opportunity to assure that you both envision the same project, requirements, and expectations. Before committing these requirements and expectations to paper, use the five steps presented below to identify any items that may have been missed.

1. Establish project requirements.

Write down your project requirements as either a short statement or a very detailed compilation. Address these points:

- *Project use:* What is to be designed and built?
- *Project site:* Where will (might) it be built?
- Levels of quality and amenity
- Role of the project (in the owner's life, business, community, etc.)
- Schedule requirements or constraints
- Target date for completion
- Budget and sources of financing
- Anticipated key team members

2. Describe project tasks and assign responsibility for each one.

Owner and architect should identify the administrative, design, construction, and facility operation tasks that must be undertaken to achieve project objectives. The chart on pages 8-9 represents some of the services an architect may provide and is a useful starting point for this discussion. Both parties should then identify the services required for the project and who will be responsible for each.

Advice: To help produce an initial schedule, include all necessary tasks, even if they will be done by others (for example, a regulatory agency's review).

3. Identify your schedule requirements.

Place your tasks and responsibilities on a time line, estimating duration for each task. Identify the tasks that if delayed for any reason will delay completion of the project—for example, obtaining financing or securing zoning approvals. Compare the time line with your target completion date and adjust one or both as appropriate.

Advice: The architect and other key team members who must live with the final project schedule should be included in the creation and revision of these schedule requirements.



4. Take a critical look at the results.

Good project schedules allow enough time for decision making. Is your schedule reasonable, particularly given the project's requirements and budget? Have you allowed yourself enough time to review the architect's submissions, receive regulatory agency approvals, seek your own recommendations and approvals, and make your decisions?



5. Use this planning work as a basis for establishing the architect's compensation.

Ask the architect to provide you with a compensation proposal that is based on the tasks and schedule requirements outlined above.

The Owner-Architect Agreement

If you've done your homework, the written agreement should follow without difficulty. You and your architect should now be of common mind on the key issues of project scope, services, responsibilities, schedule, construction budget, and architect compensation. Some advice on this subject:

Use a written contract. A handshake or letter agreement is rarely sufficient to describe thoroughly all the roles, responsibilities, and obligations of the owner and architect.

Use AIA documents. These standard forms of agreement, first developed in the 1880s, have been carefully reviewed, court-tested, and modified over many years. Widely used by and accepted in the construction industry, they present a current consensus among organizations representing owners, lawyers, contractors, engineers, and architects. AIA documents are coordinated with one another. For example, the architect-consultant agreement serves as the subcontract for the owner-architect agreement, and the owner-contractor agreement, usually negotiated later, extends the architect's services into construction. These documents are readily available from most local AIA chapters or by calling 800-365-ARCH(2724). You will need to modify the AIA documents to adapt them to your particular project. However, do so with great care. Since these documents form a cohesive system of contractual relationships, even simple revisions in one agreement may cause complications in another document.

Understand that your architect cannot warrant or guarantee results. As a provider of professional services, like your lawyer or doctor, an architect is required to perform to a professional standard. Courts recognize this, and so too must responsible clients.

Consult both your legal and insurance counsels before signing any agreement.

> [Compensating Your Architect](#)