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WORKING WITH AN ARCHITECT

Why Hire an Architect?

- Get exactly what you want. Working with an architect results in a custom project, tailored to your individual needs and the specific parameters of the site.
- Architects are trained to solve problems in creative ways. With their broad knowledge of design and construction, architects can show you alternatives and options you might never think of on your own.
- Good design sells. A well-designed house has a higher resale value, a well-designed store draws customers and a well-designed office creates an inspiring, productive environment.
- An architect looks out for your best interest. An architect acts as your agent in all aspects of the project.

Things to Keep in Mind Prior to Hiring an Architect:

- Our most successful projects involve full collaboration and communication among the architect, owner and contractor. Early in the process, we meet as a team to clearly define the goals, responsibilities, scope and budget of the project. This collaborative effort and open communication results in an efficient process, money saved, and ultimately a better project.
- Architecture encompasses many specialty fields; the architect knows a little about each trade and specialty, and consults with the appropriate experts in order to design the project to the owner's needs. The architect will design the project, specify materials, and coordinate with the consultants and contractor. The contractor is the expert on construction and cost-estimating the project. The engineer is responsible for determining the structural calculations and loads of the project. The interior designer will coordinate the furniture, fabric and window treatments. The landscape architect will design and coordinate planting materials and pools.
- When setting a budget for construction, an owner can expect to pay a minimum of \$175.00 per square foot. Typically, the average is \$200 to \$250 per square foot, depending on complexity of the project, materials selected and the site constraints.
- While we always attempt to design within your budget, we are not contractors or cost estimators. For definitive budget and pricing, the services of a qualified contractor, cost estimator or construction manager should be retained early on in the schematic design phase.
- Architects' fees can vary from 10% to 20% of the construction cost, depending on the scope of the services provided. On average, the fee for a "bare bones" permit set is about 10% of the construction cost. A custom residential project can range from 12% to 15% of the construction cost.
- In addition to a project's up-front costs, it's important as an owner to also look at long-term maintenance costs of the selected building materials. For instance, an asphalt shingle is a cost-effective roofing material, yet needs to be repaired and replaced. Metal roofing, on the other hand, costs more up front, but its long-term maintenance cost is 0.

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- Typical construction time for a kitchen remodel is about two months. An addition can take four to six months. New construction can be nine months to a year. These are estimated timeframes and don't include design and permit time. Your selected contractor will be able to determine a more precise schedule based on your project.
- Building faster is not always better. The end product is most successful when the client, architect and contractor are given enough time to think things through, refine decisions and details, and execute the work carefully.
- Be prepared to accept some trade-offs if you'd like the construction completed quickly and/or inexpensively. A project on a tight timeline may cost more money, or may suffer in quality. A project on a tight budget may take longer to build, or may require lower-quality materials.

How to Prepare for your First Meeting with an Architect:

- Do your research! Before meeting with an architect, give some thought to what you want and come prepared with ideas, images and examples of what you like. Are you drawn more toward traditional architecture or modern spaces? Take a look at architecture and design magazines such as *Metropolitan Home*, *Dwell*, *House and Garden* and *Elle Décor*; rip out images you like and bring these along to the meeting. This kind of preparation helps us better understand your preferences and needs, and ultimately results in a better project and more efficient process for everyone.
- Think about how you live now, and how you might live differently in the new space. Ask yourself these questions:
 - How long will you be living in this home?
 - What is your favorite part of the site?
 - Where do you spend most of your time? In the kitchen, the family room, office?
 - Do you like big open spaces or small intimate ones?
 - How do you think of public and private spaces?
 - Would you like the master on the first floor or upstairs?
 - Do you plan on having children in this house?
 - Do you entertain often? Do you entertain for large groups, or small groups?

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PHASES OF ARCHITECTURAL SERVICES WE PROVIDE

- RD-Record drawings to document existing condition
- SD-Schematic design
- CD-Construction documents
- BID-Bidding and negotiation
- CA-Construction administration
- Permit-Permit submission
- AS-Additional services and interior package

Record Documentation Phase

For projects that involve an existing building, the record documentation phase is the first step in the process. During this phase, our architectural team will analyze your existing home, office, space or site. We will field-verify, measure, document and photograph the existing conditions to the best of our abilities. These field dimensions will then be translated into computer-generated plan and elevation drawings of the existing conditions. This is a crucial step prior to the schematic design phase if there are no existing plans and elevations of the project. With renovation and remodel projects, there are always unforeseen site issues that are not fully known until the walls and items are demolished. As-built drawings are usually based on a fixed fee of \$1.00 per square foot.

Schematic Design Phase

During the schematic design phase, we will produce a set of proposed plan and elevation drawings based on the scope of the project, the needs of the owner and the requirements of the local building department. At the end of the schematic design phase, the owner will review, approve and sign the final schematic drawings in order to proceed with the construction documentation phase. Since it is sometimes easier for the owner to see the potential design scheme in a three-dimensional form, we can produce a design model during this phase.

Constuction Documentation Phase

Once the design is approved by the owner, the architects and our consultants will prepare construction drawings that will allow the design to be bid for construction, permitted and subsequently built.

Bidding and Negotiating Phase

We will assist the owner in sending out the construction drawings and documentation for bidding to the contractors. Once the contractors have completed their bids, we will review each of the bids with the owner. During the bidding phase we will be available to clarify any questions that should arise.

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We usually recommend owners obtain three bids from contractors for comparisons. If there are more than three, we charge an additional service fee for the coordination with the contractors and owner. The owner will select the final contractor for construction and will have a separate contract with the contractor.

Construction Administration Phase

During this phase, we will determine a set number of regular site meetings with the owner, architect, contractor and relevant consultants to review and discuss decisions and details that need to be resolved. This assures the project will be built to the owner's specifications and according to the approved drawings.

We will be available to field any questions and issue clarifications throughout the anticipated time of construction. We will review properly prepared requests by the contractor for additional information about the construction documents and will produce and distribute clarification drawings if necessary. We will visit the site at appropriate intervals to become generally familiar with the work completed, endeavor to guard against any defects and deficiencies, and determine if the work is being performed in accordance with the construction documents.

However, we shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. We will report any known deviations from the construction documents; however, we will not be responsible for the contractor's failure to perform the work in accordance with the requirements of the construction documents.

Permitting Phase

We will assist the owner in the permit process by submitting the appropriate plans to the local building authorities and planning commission board. We will also obtain plan check approval. In certain cases, the contractor or owner can submit the drawings for permit. We will discuss this with the owner at the start of the project. All relevant agency fees will be the responsibility of the owner. The contractor will obtain the final permit.

Permitting is always based on an hourly fee due to the subjective and unpredictable nature of the building department. We usually estimate about ten hours for the permitting process depending upon the complexity and location of the project.

Additional Services

Additional services, for which we bill at an hourly rate, include interior architecture design and coordination, marketing packages and graphic design, and landscape architecture. Interior architecture includes any of the following design work and services: interior elevation drawings; custom-designed cabinetry; selection and procurement of finish materials and fixtures such as tiles, granite, cabinet finishes and stains; plumbing and lighting fixture selections; paint colors; flooring selection; art selection; furniture specification and planning; and appliance specification.

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ARCHITECTURAL FEES

Scrafano Architects can provide services from initial concept design through construction, and we prefer to be involved in all phases if possible. However, the owner can also choose to hire us for a portion of the project and specific phases if needed.

As-built drawings and documentation are usually based on a fixed fee of \$1.00 per square foot. For example, a 2000 square foot house costs about \$2000 to measure, document and prepare the record drawings.

A typical architecture project involves the following four phases: schematic design, construction documents, bidding/negotiation and construction administration. The fee for these architectural services, and the time an architect spends on each phase, is broken out as follows:

- Schematic design: 35% of the architect's total time and fee. This phase can be billed hourly until the scope is defined. If we work on a fixed fee for this phase, we will provide a certain number of schemes within an agreed-upon, clearly defined scope.
- Construction documents: 40% of the architect's total time and fee. A fixed fee can also be determined for this phase, and will be based on the approved and final schematic design of the project.
- Bidding/negotiation: 5% of the architect's total time and fee. This phase is usually billed at an hourly rate. We recommend the owner solicit bids from three contractors. If there are more than three we charge an additional service fee for the coordination with the contractors and owner.
- Construction administration: 20% of the architect's total time and fee. This phase is also billed at an hourly rate.

Permitting is always based on an hourly fee due to the subjective and unpredictable nature of the building department. We usually estimate about ten hours for the permitting process depending upon the complexity and location of the project.

Interior architecture design work is usually based on an hourly rate, and can include any of the following services: interior elevation drawings; custom-designed cabinetry; selection and procurement of finish materials and fixtures such as tiles, granite, cabinet finishes and stains; plumbing and lighting fixture selections; paint color selection; flooring selection; art selection; furniture specification and planning; and appliance specification.

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SAMPLE PROPOSAL

April 20, 2006

Client John and Jane Doe
1234 Sunset Drive
Los Angeles, CA 90036

RE: Single Family Residence Kitchen and Dining Room Addition and Remodel Fee Proposal

Dear Client,

We enjoyed meeting you and thank you for giving us the opportunity to work on your project. We, Scrafano Architects, propose professional services for the above referenced project as follows:

Project Scope

The scope of architectural services covered in this proposal is in accordance with the American Institute of Architects Standard Owner/Architect Agreement, B141, current edition, unless herein noted otherwise, including Schematic Design through Contract Administration.

Project:

1. Provide a new addition for the kitchen and eating area, taking into consideration the impact these spaces have on the backyard and surrounding landscape.
2. Provide a new deck above the kitchen addition that will have access through the master suite.

Scrafano Architects will provide the following drawings:

1. Cover sheet and general information sheet, which will include general notes for the building department and for construction, sheet index, and plot plan.
2. Site Plan at $1/8" = 1'-0"$ scale.
3. Dimensioned floor plans of proposed layout for the first and second floors, drawn at $1/4" = 1'-0"$ scale.
4. Exterior elevations, as required by the building department for a permit, drawn at $1/4" = 1'-0"$ scale.
5. One building section, as required by the building department for a permit, drawn at $1/4" = 1'-0"$ scale.
6. Electrical plan with general layouts of fixtures, telephone and electrical outlets.
7. Reflected ceiling/electrical plan including lighting layouts.
8. Door, window and finish schedules.
9. Interior elevations and detailed plans of the kitchen drawn at $1/2" = 1'-0"$ scale.
10. Details as needed for contractor.

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Scrafano Architects will provide architectural services as follows:

PHASE ONE

Record Drawing Documentation Phase

Architects will measure the existing residence to verify the as-built dimensions with the blueprint drawings that were supplied by the owners. The crucial areas where the addition will occur and any adjacent spaces will be measured to create record drawings prior to the start of the schematic design phase. These will include plans and exterior elevations. We will photograph and document the existing residence. We will measure and document to the best of our abilities. As with most renovation and remodels there are always unforeseen site issues that are not fully known until the walls and items are demolished.

Code Research

The Architects will research code and zoning issues at the building department. We will use the City of Los Angeles information and the surveyor's base plan.

PHASE TWO

Schematic Design

Scrafano Architects will produce schematic designs based upon the approved scheme, which will include plans, sections and elevations of each area discussed above. The drawings will be for the Owner's review and approval. Upon the written approval of the design by all above parties, we will prepare construction drawings that will allow the design to be bid for construction, permitted and subsequently built.

PHASE THREE

Construction Document Phase

Upon the approval of the design by the Owner, we, the Architects, and our consultants and structural engineer, will prepare construction drawings that will allow the design to be bid for construction, and subsequently built.

PHASE FOUR

Permitting Phase

We will assist the Owner in the permit process by submitting the appropriate plans to the local building authorities and planning commission board, and obtaining plan check approval. All agency fees involved will be the responsibility of the Owner. The Contractor will pull the final permit. All permitting service will be billed on an hourly rate stated below.

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PHASE FIVE

Bidding and Negotiating Phase

We will assist the Owner in obtaining and reviewing the bids. During the bidding phase we will be available to clarify any questions that should arise.

PHASE SIX

Construction Administration Phase

We will be available to field any questions and issue clarifications throughout the anticipated time of construction. We will review properly prepared requests by the Contractor for additional information about the Contract Documents, produce and distribute clarification drawings if necessary, interpret and decide matters concerning performance consistent with the intent and reasonably inferable from the Contract Documents. We will visit the site at intervals appropriate to the stage of the Contractor's operations, become generally familiar with the work completed, endeavor to guard against any defects and deficiencies and to determine if the work is being performed in accordance with the Contract Documents. However, we shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. We will report any known deviations from the Contract Documents; however, we will not be responsible for the Contractor's failure to perform the work in accordance with the requirements of the Contract Documents. We will review and approve the Contractor's submittals only after he has reviewed and approved them, for only the limited purpose of checking for conformance with information given and the design concept. Review of such submittals is not conducted for the purpose of determining accuracy and completeness of the submittal, all of which remain the responsibility of the Contractor.

COMPENSATION

The first phase, Record Documentation and Code Research, is based on an hourly rate. The total fee for this phase is estimated at \$2,000.00. The services provided during this phase will include plan and exterior elevation drawings of the existing building.

The following phases: Schematic Design, Construction Documents, Bidding and Negotiating and Construction Administration, will be based on an hourly rate as specified below. This includes architectural coordination with the structural engineer. The fee will depend on the final scope of the design project. If the scope should significantly change, we will negotiate in good faith a fee to amend this contract. We usually estimate this fee to be approximately ten percent of the final construction cost. This fee is estimated at \$15,000.

The structural engineer will prepare his/her own drawings and all necessary information for permit and bidding. The Owner will have a contract directly with the structural engineer.

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The Permitting Phase and any work needed for building department requirements such as hillside ordinances, variances and/or neighborhood association requirements, etc. will be based on an hourly rate specified below and billed as an additional service.

Any selection of finishes such as tile, plumbing fixtures, lighting fixtures, paint colors and decorative items will be an additional service and billed at the hourly rate specified below.

We will require a retainer of five thousand dollars (\$5,000) that shall be paid upon execution of this agreement. In addition, a signature will execute this agreement. The retainer is not refundable if the client cancels the project before the completion of a phase. The retainer will be credited towards the final payment upon completion of the project or the completion of an approved phase. The retainer will be used and applied for services only, not for reimbursable expenses.

The Architects will be compensated for architectural services described above at the rates specified below:

Principle Architect	\$140/hr
Associate	\$95/hr
Project Manager	\$60-85/hr
Administration	\$60/hr
Junior Designer/ Draftsperson	\$45/hr

Reimbursable Architectural Cost

In addition to the fees quoted above, normal and customary reimbursable expenses will be billed to the Owner at the actual cost x 1.15 (+15%). Reimbursable expenses include, but are not limited to, all blueprinting and reproduction, photographs, express mail, messenger service, model and drawing supplies. This applies to all actual third-party reasonable and customary expenses. All in-house plotting will be billed at eight dollars per 24 x 36 sheet. The owners will have an account directly with the blueprinting company so all prints needed on this job will be billed and paid by the owner directly which will save you money and the cost of administration fees.

Schedule of Payment

The Owner will be invoiced every two weeks. Invoices are due upon receipt and are considered past due thirty days after receipt. The invoices will reflect work completed and reimbursable expenses incurred to date. Past due accounts will force us to cease work until the account is made current. Plans and specifications will not be released for pricing, permit or construction if there is a past due balance. Amounts unpaid ninety days after receipt of invoice shall bear interest at eighteen percent (18%) per annum. The Owner shall pay the Architect for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon. Please note the hourly rates will increase slightly every year on January 1st, usually by five dollars per hour.

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Additional Services to be Considered Outside of the Architectural Services

We would like to note the following specific items, which are not considered to fall under the scope of basic Architectural Service and proposed fees:

- The Architect will not perform additional services without prior authorization.
- Selection and procurement of appliances, finishes such as tile, marble, etc., furnishing, and window treatments. Any selection of materials, etc. will be billed at an hourly fee stated above.
- Landscape design services and drawings.
- Job safety, means or methods of construction, and third party lawsuits for which we have no control.
- Any service relating to budgeting and cost estimating. While we always attempt to design within your budget, we are not contractors or cost estimators. For definitive budget and pricing, the services of a qualified contractor, cost estimator or construction manager should be retained early on in the schematic design phase.
- Any revisions during the Contract Document or Administration phase in the drawings or specifications inconsistent with the approval of instructions previously given by the Owner, including revisions due to changes in the Owner's program, scope of work, level of construction and finish quality, or due to the Owner's budgetary concerns, will be performed only upon the Owner's written request and will be billed hourly per the attached fee schedule.
- This proposal and contract is for the sole use of the party to whom it is addressed. No other party may use or rely upon this proposal, or associated drawings and/or specifications, without the written consent of Scrafano Architects.
- Anything contained in the terms and conditions of this proposal, which contradicts the referenced American Institute of Architects Standard Owner/Architect Agreement, B141, and current edition, shall supersede the terms and conditions of the B141.
- Any sub-grade or underground conditions involving toxic waste or any chemical conditions.
- Obtaining a survey updated within 60 days of permit issue date, and associated cost; obtaining soil boring, soil testing and reports and associated costs; and any testing as may be required by any governmental agency having jurisdiction.
- Coordination and/or review of outside consultant's work not included in the Scope of Services.
- Building Department or Zoning Department corrections resulting from enactment of changes in code, or department policy, or commonly accepted department practice, subsequent to the issuance of the 2001 building and zoning codes and published revisions up to the date of this contract. These corrections will be an additional service billed hourly per the attached fee schedule.

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Also, Please Note:

- Architectural services shall include only general layout of electrical fixtures and mechanical systems, and general coordination of electrical, mechanical and structural systems. Structural, Mechanical and Electrical Engineering will be contracted directly between Engineers or Design-Build Contractors and the Owner. We anticipate that the following consultants will be required: Structural engineer, Mechanical/electrical Engineer or Design/Builder.
- The Architect shall have access to the site and building at all reasonable hours and shall be permitted to photograph the project during construction and upon completion for his records and future use. The photographs will be the architect's cost and the architect will give the owner copies of the photographs.
- All matters in dispute involving sums not exceeding \$50,000.00 shall be arbitrated in accordance with provisions of the American Institute of Architects Standards Owner / Architects Agreement, B141, and 1999 edition. All matters in dispute involving sums in excess of \$50,000.00 shall be litigated. Arbitration and litigation shall take place in Los Angeles, California and under California law.

Other Conditions

• Hazardous or Toxic Substances

Unless otherwise provided in this agreement, the Architects and the Architects' consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. All hazardous/toxic substances will be removed from the project site or otherwise remedied according to applicable laws and regulations by Owner prior to commencement of this project's construction.

• Existing Conditions/Documents

As part of the services provided, the Architects will investigate the existing facility and verify the accuracy of the original documents, drawings and specifications. This investigation and verification will be done to the best of the Architects' ability as professionals. As the project will include renovation of an existing facility, unforeseen conditions may arise during the course of the project, which may not be discovered during the investigation and verification by the Architects. The Architects will attempt to incorporate the resolution of these hidden conditions as part of the project. However, if these conditions necessitate extensive design services beyond what is initially contemplated, the Architects will request additional services from the Owner and receive approval in writing prior to commencement of these services.

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- **Construction Cost**

The Architects cannot and do not warrant any estimated pricing or probable construction cost information developed for the project by the Architects. Construction cost estimating shall be the responsibility of the General Contractor and/or professional cost estimator. The Owner agrees and acknowledges that Scrafano Architects shall not in any way be responsible for providing any cost or budget estimates on this project and that Scrafano Architects shall not be held liable for any damages and/or claims arising out of, or relating to, such cost or budget estimates. Any review and/or evaluation by the Architects of cost data and budget estimates made by others shall not be interpreted as Scrafano Architects' approval and/or ramification of such cost, budgets or estimates.

- **Termination of Agreement**

Either party may terminate this agreement upon written notice, effective immediately. In such event, the Owner shall pay Scrafano Architects compensation for professional services and reimbursable expenses to termination date, plus all expenses directly attributable to termination for which Scrafano Architects has not otherwise been compensated, in accordance with the terms of this agreement. If Scrafano Architects terminates the agreement, and provided Scrafano Architects is not in breach, the Owner shall pay Architect's compensation for actual professional services rendered and reimbursable expenses incurred prior and up to the termination date. If termination occurs, Scrafano Architects will provide the Owner with copies of all design and research materials to date.

- **Idemnification**

The Owner shall indemnify and hold harmless the Architects from any and all liability, loss, or damage which the Architects may incur in connection with any claims made against the Architects regarding the project and/or any contract entered into between the Owner and the Architects, unless such claims arise solely from the negligence, malfeasance, breach or default of the Architects in performing under this agreement. Should the Architects incur any such liability, loss or damage as a result of such a claim, or in defense against any such claim, the amount thereof, including costs, expenses, and reasonable fees of the Architects' attorney, together with interest thereon as provided by law, shall be paid by the Owner or shall be reimbursed by the Owner to the Architects. The Architects shall hold harmless and indemnify the Owner against injury, loss or damage arising as the direct result of the sole negligence, malfeasance or breach of the Architects in performing under this agreement.

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- **Limitations of Liability**

The Owner and Architects have discussed the risks, rewards and benefits of this project. The risks have been allocated such that The Owner hereby agrees that, to the fullest extent permitted by law, the Architects, and the Architects' employees, consultants and agents, total maximum liability to the Owner, and to all Construction Contractors and Subcontractors, in any way associated with the project, shall be limited to the total fees paid to the Architects in effect at the time of any claim. Such causes include but are not limited to negligence, errors, omissions, strict liability, or breach of contract. Additional coverage may be obtained at the expense of the Owner. Failure to exercise the option for additional coverage waives any claim of liability beyond such limits. The Owner agrees to require of the Contractor a similar limitation of the Architects' liability to the Contractor and to the Contractor's Subcontractors due to the Architects' allegedly negligent act, errors or omissions.

In Conclusion

If you find the foregoing proposal satisfactory, simply sign and return a copy as authorization to proceed. This agreement may be changed by written agreement signed for the Architects and for the Owner.

We would very much enjoy working with you to realize the potential of your project. Everything in our power will be done to satisfy your requirements, and to make the project enjoyable for you as well. We look forward to hearing from you soon.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Elissa Scrafano
Principal, Scrafano Architects

Accepted by _____
Client Date

Accepted by _____
Elissa Scrafano Date
Scrafano Architects