



Construction Law: Contracts with architects

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Most people in need of the services of an architect for construction, spend a lot of time reviewing the contracts with potential contractors, because they know that the big bills will come from them, but spend comparatively little time reviewing contracts with potential architects. Since everything they will be spending flows out of the work performed by those architects, it is highly recommended that more time be spent having them reviewed by a knowledgeable attorney.

While architects have access to form contracts for their services published by the American Institute of Architects, they often tend not to use them and instead use their own home-drawn documents. That means that there will be great variation between and among different architects and the descriptions of their services. I have seen brief agreements with just bullet points outlining their services and longer agreements which ramble on and on for pages with a combination of comments like in a friendly introductory letter and contractual provisions.

This type of document should be especially carefully reviewed, because sometimes it is not clear whether it is intended to just be a proposal or it is intended to be the contract. I recently spoke with an architect who was not sure himself which he intended it to be and said the client probably thought it was a contract, but it did not have a signature line for the client. This results in a very unclear document when it comes to the legal language. When issues arise later on and the parties look to the document for guidance, it often lets them down. Therefore, they must be reviewed by legal counsel before they are signed to ensure that the appropriate areas have been addressed and that fee arrangements, in particular, are clear.

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