

**SimpleTwig Architecture.Ilc**

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**DATE:** \_\_\_\_\_

**CLIENT / OWNER:**

OwnersName: \_\_\_\_\_

Street: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone (cell): \_\_\_\_\_

Phone (other): \_\_\_\_\_

Email: \_\_\_\_\_

**PROJECT LOCATION:** \_\_\_\_\_

**AGREEMENT FOR ARCHITECTURAL SERVICES**

**PROJECT AND ESTIMATED SCOPE OF WORK:**

The Architect is to provide Design Services and Construction Documents for the above referenced client and project address. The Scope of Work includes:

**PROJECT 'CLIENT ESTIMATED' CONSTRUCTION BUDGET:** \_\_\_\_\_

**OVERVIEW:** Nicholas Buccalo, SimpleTwig, SimpleTwig Architecture Ilc, or agents/individuals working directly for the Architect, referred to as the **Architect**, will communicate to the Contractor via Architectural Construction Document Drawings what he/she is required to build, and \_\_\_\_\_ (**ClientName**), referred to as the **Owner and/or Client** will be responsible for approvals and making payments. The Architect will lead the Owner through the entire process from beginning to end and act as the Owner's representative. This contract represents everything that is required by an Architect to provide architectural services for this project.

Approval of this proposal / agreement is signified by the Owner's signature in the areas noted in this Agreement and on the 'Master Project Information Sheet'. The Architect will begin work upon receipt of this signed agreement and the retainer as specified below.

The Client has had the opportunity to get an asbestos report, site/property survey, zoning analysis, search DOB records for existing plans/surveys and lead report to determine if there is anything that might impact their ability to financially support the project 'due to pre-existing circumstances and conditions' and feels confident about proceeding with Architectural Services. If they have not done so and wish to do so before signing this Contract it is recommended that they do.

**GENERAL:** The Architect will prepare all architectural drawings required to secure a Building Permit from the New York Department of Buildings (DOB) and for the General Contractor to build from. The Architectural Drawings will show the scope of construction to a degree to allow for DOB approval and general finishes. These drawings will be Stamped by the Architect's New York Licensed Architectural Stamp and submitted by a 'Filing Representative' (3rd party consultant) to the DOB for approval and ultimately sign-off of completion. Approvals and inspections will be by the Contractor and/or SubContractors, or as required by a 'Special Inspector' (3rd party consultant). Architect will provide general inspections for quality of the Contractors work as noted below.

Consultant or other Professional services required for the completion of this project will be called upon as required by the Architect for the benefit of the Owner, and paid directly by the Owner (all 3rd party consultants/professionals) 'unless noted otherwise' (UNO).

Consultants/Professionals can include, but not limited to: Filing Representative, Asbestos Inspection & Lab Consultant, Special Inspector, Structural Engineer, MEP Engineer (Mechanical, Electrical & Plumbing), Specification Writer, Code Consultant, Zoning Consultant, Surveying Company, Fire Suppression Systems (including sprinklers) & Emergency/Egress Code Consultant/Engineer (including FDNY requirements), Lighting Consultant, Kitchen Specialist/Manufacturer, Landmarks Consultant, Community Board Consultant, Environmental Impact Consultant, Construction Manager/Coordinator, Entertainment/Electronics Specialist, Security Specialist, Interior Designer, Materials Specialist, Fenestration Specialist and other specialties and their sub-consultants/professionals as required.

**WINDOWS & EXTERIOR DOORS:** If new windows and/or exterior doors (not interior doors) are required to be replaced or new, this requires extra work by the Architect and would be an extra of \$350 per window and/or door which involves specifications to meet Energy Code Compliance. If drawing details are required add \$200 for each type of window and/or door. If drawn elevations are required add \$35 per window or exterior door type or size. Besides meeting ECC requirements, the Architect must reference each opening on the plans to include its size, and, include other details/notes and possibly details to ensure proper fit, water-proofing, etc. which is made more complicated to make fit in existing masonry openings. This is why this is a separate line item, to be paid in advance of doing construction documents. The Client is to keep records of payments and

what the Client expects.

**DESIGN & CONSTRUCTION DOCUMENT PHASE - OWNER APPROVAL:** Included is 1 consultation with the Owner during the design phase and 1 consultation during the construction document phase, either in person or via email (whichever is agreed to and depending on the scope of the particular project).

Once the design is determined **and approved by Owner**, Construction Documents (**CD's**) will be produced, noting that this is a critical approval by the Owner and that with approval the Architect may proceed into CD's. When the CD's are completed they will be **reviewed by Owner for approval** before submittal via the Filing Representative to the NYC

windows/door to ensure they do not overpay, require a refund, etc. noting that if a window is designed as changed and then made to be in the original form requires two payments for the work performed by the Architect.

**MATERIALS/SPECIFICATION:** The dominate materials for the above project will be coordinated on Pinterest.com, on a Board provided by SimpleTwig (<https://www.pinterest.com/simpletwig>). It is expected that the Owner will provide selections of flooring, countertops or other materials, to be reviewed by the Architect. If and when approved, the Owner may provide the link to the Contractor to help expedite the project and get bids that are more accurate. <This is important in helping the Contractor deliver

Department of Buildings, again this being a critical approval by the Owner allowing the Architect to proceed. Any changes to the drawings after each Owner approval will result in an extra hourly rate of \$150/hour.

Before approving a critical phase, the Client is encouraged to carefully review the design, ask questions, and ask for revisions before stating the phase is approved. The Architect will make revisions for approval within certain 'non-endless' limits, up to 2 changes per item to get the item as the Client would like to see, unless there is a code, zoning, structural, mechanical, plumbing or other reason not to allow the change.

New Buildings are divided into the following phases, each phase requiring approval: Preliminary Design, Design Development, Construction Documents

**WHAT IS NOT INCLUDED:** The Architect will consult with, as required, specialists for Entertainment systems, and with, Structural, Mechanical, Plumbing, Electrical engineers and/or other specialist/professionals as noted herein, but will not design or specify these components except in a general way for coordination purposes. The Architect will provide basic plumbing diagram and layout (part of CD's), and basic electrical layout and fixtures if required, unless these aspects of the project call for a specialist as determined by the Architect, DOB or other professional.

Special provisions for sidewalk scaffolding, fencing or other public safety requirements are not included and should be provided by the Contractor or specialist, if required.

No Interior Design or Decor services are provided that would cover furnishings, rugs, drapes, beds/blankets, or other add-ons to the 'hard' architectural surfaces as described elsewhere in this contract.

No Security / Surveillance System.

No specific lighting fixtures will be specified, just general notes regarding type of fixture (i.e. pendant, recessed, sconce, surface mounted, etc. If the Client wishes the Architect to specify fixtures the fee is \$50/hour.

All required inspections are to be performed by the DOB or a 'Special Inspector' who is licensed to make inspections. Department of Buildings Inspections or 'Special Inspectors' hired directly by the Client are not included unless specifically noted. Inspections required are determined by the Expeditor/DOB and scheduled by the Contractor. If required, the Architect will help the Owner find a qualified 'Special Inspector' to make all inspections, or as is allowed schedule with the DOB to make inspections (not recommended).

**CABINETS AND BUILT-INS:** Cabinets and/or Built-in furniture design is not included. Only general dimensions for these components are part of the Architectural Services. This means the Architect will locate cabinets, appliances in plan and perhaps if required elevation/section to help guide the Contractor and SubContractors, or in the case of Kitchens a kitchen specialist. Whenever possible standard cabinet dimensions will be used.

**STAIRS, INTERIOR OR EXTERIOR:** Stairs, unless specifically stated in the Scope of Work (at beginning of this Contract) are not included in the core fee. A fee of \$50/hour will be applied to any required stairs or steps, to work out details and placement.

**METERS:** Moving of meters is not included in the Scope of Work unless specifically stated. A fee of \$50/hour will be applied to any works associated with moving meters. Note that this work is typically done by an Engineer, the Architect providing services based on limited knowledge of requirements.

**MECHANICAL SYSTEMS:** Providing mechanical rooms, specifying equipment, providing code compliant vents is not part of the Scope of Work and will be billed an additional \$50/hour for any work associated with Mechanical including radiator sizes, in-floor heating, air-conditioning, heating systems. Architect can perform basic services but expects the Client to hire a Mechanical Engineer if new mechanical systems are required.

**STRUCTURE:** Beyond basic structural considerations as determined by the Architect, structure is not part of the Scope of Work. It is expected that the Client will hire a licensed Structural Engineer. Failure to do so if requested by the Architect can result in an incomplete set of drawings when submitted to the DOB.

**OBEYING THE LAW:** The Owner is expected and required by Law to not engage in anything that is illegal including kickbacks, 'palm greasing' etc. or insisting on doing something that the Architect has made clear is illegal, like installing a shower in the cellar. Asking questions is one thing, but any activity deemed illegal on the part of the Client, Consultants or Contractor (s) or any agent of the Client or Contractor will be considered a breach of contract and may result in the immediate termination of services of the Architect unless the 'situation' can be remedied to his satisfaction (i.e. the agent is fired and the project is made whole/legal/honest again). If knowingly and deliberately being corrupt 'damages the reputation of the Architect,' damages to the Architect's future career will be imposed by a court of law.

The Client or his/her agents are not to be present during any official site inspections by either a 'Special Inspector' hired by the Client or a DOB Inspector. Only the Contractor (mandatory for safety), Architect, Engineer, Expeditor or other professional can be present and only as required.

**CONSTRUCTION ADMINISTRATION/CONTRACTOR:** The Architect will visit the construction site between 2 and up to 4 visits to act as the Owner's representative, to review the Contractor's progress and quality, and report to the Owner any concerns the Architect has. It is up to the Owner, with the help of the Architect, to request fixes if the Contractor has strayed away from the design intent or is building in a non-code-compliant manner. The Architect will meet with the Contractor upon his/her request up to 1 time to help them understand the Construction Documents. It is understood that both the Owner and Contractor will proceed to follow all applicable codes, laws, zoning, ASHRA safety standards or anything that governs construction in New York City and New York State within the United States, and, strictly follow the Construction Documents without deviation. The Contractor may propose alternative solutions, materials, etc. but these must be in writing and approved by BOTH the Owner and the Architect, the Owner understanding that 'As Built' drawings (extra Architect's fees) as well as DOB approvals (and expediting fees) may be required to make a substitution.

**SCHEDULE:** The required business days estimated to complete this project by the Architect is \_\_\_\_\_ (NumberOfDays), to hand over the drawings to the Expeditor, not accounting for any delays for owner approvals, DOB response time or consultant work and coordination, mail delivery, etc. Expect the actual delivery date of drawings to the Expeditor to be at least twice as long as the estimated time the Architect requires for his work, which will increase based on the complexity of the project.

The estimated time is the time the Architect expects is required to do the required drawings for DOB approval not accounting for coordination, approvals and other factors.

The Architect will start with creating existing conditions drawings. These will be the base for the proposed design. Therefore during the 1st week or so, potentially requiring more than one site visit to create accurate existing conditions drawings, it may appear to the Owner that not much is getting accomplished. But it is our experience that accurate existing conditions saves time on design, and, helps prevent conflicts during actual construction thus preventing change orders, disagreements or 'as-built' drawings. Keep in mind that the estimated Architect's time is often interrupted by coordination and/or meetings with the Owner, Consultants, Expeditor, DOB or others, so the actual start time for construction is often a guessing game. It is the Architect's goal to spend the shortest amount of time that is required to get everything right, avoiding errors and omissions to the best of the Architect's ability.

After the presentation of the design with the Owner, the Architect will allow a week for the Owners to review the drawings and if necessary ask questions or request modifications. This process helps prevent changes in the Construction Document phase of the project and more importantly during construction which can be very time consuming and expensive. It is imperative that the Owner thoughtfully review the design

approvals or resolution of objections, and/or due to internal project scheduling as required by the Architect or Owner.

It is recommended that the Owner make themselves available to help expedite the schedule by answering requests in an expeditious manner. Architectural Services provided by SimpleTwig Architecture, LLC generally starts within a week to a month of signing of a contract. The pace at which a particular project proceeds often depends the scope of the project and on Consultant agreements and their work schedules which can adversely affect the progress of a project, therefore it is recommended that the Client expedite their contract/retainer, and define their actual schedule for your project with the consultant.

Further, it is important that when prints, forms or other hard copies need transferring between parties that the Owner accept messenger charges (messenger charges are NOT considered to be part of this contract and will be billed to the Owner, unless they request otherwise) or make themselves available to deliver the required item. Delays in delivery can cause a consultant to work on a different project thus extending the delay. This echos the Owner's other responsibility: to make themselves available to help expedite the process and keep the momentum.

Getting approval from the DOB requires that the Construction Documents contain all that a particular inspector wants to see. This often changes from one

as this represents an official 'sign off' for the Architect to proceed, and changes after this point in time (approval of the Owner) will result in extra charges by the Architect. If the Owners have changes, those too will have to be approved thus extending the schedule. This is why the Architect provides a written program, to help the Owner sort out priorities before or during the design process, to eliminate the need for changes and delays later on in the process.

Note that while the Architect can perform his duties within roughly the amount of time stated, that delays of approvals or a variety of other things, like getting a survey, or getting a zoning report, can and does add to the actual date drawings can be delivered to the Expeditor.

**SCHEDULE:** Understand that the Architect's estimated schedule is in terms of approximate business days. Any schedule will vary due to unforeseen circumstances including software updates, changes in zoning, code or city/state requirements, DOB

inspector to another. Also recently the DOB has started using interns to do a preliminary review of drawings, causing much angst in some clients who then question the credibility of the Architect. It should be understood that while the Architect can not foresee all items desired by the DOB, that he will address anything that the DOB has a question on.

The estimated schedule can change due to unforeseen circumstances, including code or zoning issues, or in order to work out details to make construction easier (less time and less cost) or the general layout, all for the benefit of the project. Because of how the Architect creates his contract there is no financial incentive to prolong the length of a project, therefore extensions are always done for the benefit of the project itself. Clients should be aware of this if wondering about any delay and appreciate that it is part of the process to produce the best solution possible, one that often saves them money or helps the project stay on budget.END.

**ARCHITECTURAL FEE:** The total fee paid to the Architect for Architectural Services is determined by the estimated scope of work and the actual amount of work performed. While there may be extra fixed or hourly rate items as noted herein, the core of the project consists of developing an approved design and a set of approved Construction Documents. Often during the design and construction document process changes to project affect the scope of work resulting in more time expended by the Architect than what was initially estimated. While the Architect will try to keep fees as reasonable as possible for the benefit of the Client, the Client in return must respect the right of the Architect to make a living wage plus a modest profit. Ultimately the final cost for Architectural Services will be the highest total amount (plus 'Other' expenses) based on the following criteria:

**\*Estimate Base Fee:**  
Estimate\* based on Estimated Scope of Work (initial Estimate). See below for the Estimated Fee.

or

**\*\*Percentage Fee:**  
Percentage\*\* of the overall Construction or Projected Cost = 5% to Architect.

+

**\*\*\*Hourly Fee:** \$50 per Hour\*\*\*.  
Employed only if a project runs over the allotted time noted herein under Schedule to cover core services not otherwise noted.

+

**Other:** Reimbursables, Fixed Fees (windows/doors), Hourly Rate Fees, Construction Administration, etc. to be paid to the Architect as required.

\*The Estimate Base Fee is the minimum to be paid by a Client. In most cases, but not all, this will be the total the Client will pay. Changes do typically result in extra fees.

\*\*Percentage is used if the actual or projected costs of construction and the percentage of 5% exceeds the \*Estimate and \*\*\*Hourly combined. 'Projected Costs' compensates for Owners who purchase their own materials, do 'sweat equity', etc. to help keep actual construction costs lower, in that these savings still represent work performed by the Architect.

\*\*\*Hourly is applied to the \*Estimate if the production of drawings, code research or any other service runs past the \*Estimate. This ensures the Architect may still financially support the project and usually reflects changes, additions or revisions made to the project during the process.

**ESTIMATED BASE FEE: \$ \_\_\_\_\_ ArchitectsFee.**

**Payment Schedule:**

**50% of the Estimated Base Fee (or Percentage Fee) to make Contract effective representing the Retainer.**

**25% of the Estimated Base Fee (or Percentage Fee) is due upon approval of design and start of Construction Documents.**

**25% of the Estimated Base Fee (or Percentage Fee) is due when Construction Documents are 50% complete.**

Payments are to be paid in advance (including for hourly rate items) before performing work to ensure payment and to 'reserved scheduled time' for the work about to be performed. Each payment is non-refundable as it pays for 'scheduled time' and not necessarily services provided if the project is stopped for any reason outside the Architect's control.

**Make checks payable to Nicholas Buccalo, or, SimpleTwig Architecture,Ilc.; EIN:47-1085482**

**PAYMENTS:**

Periodically the Architect will require payments to reflect the work that has been done as determined by the Architect, if not explicitly noted herein.

The Architect will stop work if payment is not received. If payment is not made within 2 months of a bill then a late payment charge of 1.5% will be initiated for every month after the first payment was due until any unpaid balances are paid in full for any services provided. The Owner will be required to make full payment of services provided (and potentially a fee for scheduled time reserved for the project), including, if needed, the extra costs to collect, including Collection Agency(s), lawyer expenses, prints, travel, court costs and other expenses that are required in order to collect what is due in full, in order for the Architect to receive full payment for services provided (and if determined relevant, time reserved for the project).

If the Owner wishes for the Architect to stop work, this request must be made in writing and acknowledged by the Architect in order for it to take effect, thus stopping the services of the Architect (minus scheduled time for a project which is may be considered recoverable by the Architect, usually determined if the Architect can schedule another project to absorb the scheduled time).

In some cases the Architect may consider providing the Client with a refund depending on the circumstances of both the Client and the Architect. It is not the intent of the Architect to punish any Client for any reason including the Client's request to stop work, but to determine only a fair resolution. Therefore the Architect encourages the Owner to provide a reason for any Stop Work orders. See 'Partial Payments and Refunds' below.

**MARKUP FEES:** The Architect makes no commission between any consultant or engineer. If the Architect suggests a consultant to the Owner, it is up to the Owner to either engage them or not based on their own due diligence. The Architect does not warrant any consultant or engineer, or their performance, schedule or other aspects of their business. Note that while many, perhaps most, Architects and Interior Designers do 'markup' coordination of any outside service or product, we do not in order to keep

The Architect may or may not (depending on agreement with Owner) provide invoices for payment. On smaller projects the Owner should make payments via check and keep a record of payment. On medium to large projects the Architect will provide invoices.

**RETAINER:** A retainer as noted is required to make this contract effective and for Architect to begin work. The Retainer is 50% of the entire architectural fee. The Retainer is non-refundable at the discretion of the Architect (please ask for a refund and explain the problem). This retainer is absorbed into the first few of phases of work and will be noted on the invoice(s).

Upon release of the Architectural Construction Documents to the Filing Representative, the Owner will pay the Architect 98% of the entire fee (minus the retainer or any other fees that have been paid), leaving 2% for the Construction Administration fee. When has completed his inspections and/or construction is completed or to a point where any inspection by the Architect is not warranted, the Owner shall pay the remaining due.

**INVOICES:** The Architect does NOT provide invoices. The Contract and Cancelled Checks are the Owners guide to payments. If extras are incurred, these will be handled with email correspondence as our form of communication, they being the 'invoice' for required payments and under the terms of this contract for all payments. If the Client requires invoice(s), the charge is \$300 per invoice for accounting services. Exceptions by the Architect can be made depending on the scale of the project.

**FINANCIAL RESPONSIBILITY:** Besides approving plans, the duty of the Owner is making payments, and, keeping track of all financial decisions and projections regarding the project, to ensure that this project is a financial success when completed. This means that the Owner has the money to complete all construction, pay all fees, and have a reserve (15% to 20%) to take care of any unforeseen circumstances, understanding that all payments are ultimately 'in the benefit of the Owner'. In this respect the Owner should calculate taxes, utilities, potential rental income, loan or other debt payments or any other factors that affect their finances and ensure that they will be

prices predictable and lower for the Client, the expectation in return is that the Client will make timely payments for all aspects of the project including payments to the Architect.

**FAILURE OR DELAY OF PAYMENTS:** Any delay of payment to the Architect will result in a 'slowing down of services', so that the Architect can continue to make 'x' amount every month this might result in taking on other work. A 'slowing down of services' can have unforeseen impact on the ability of a project to progress smoothly, so we recommend the Client keep track of payments (in a project folder or file) and being prepared to make payments as requested.

**PAYMENTS, PARTIAL PAYMENTS AND REFUNDS:** If work is stopped, the Owner agrees to pay for all work completed by the Architect as determined by the Architect, thus ensuring that the Architect is paid in full, including for any scheduled time the Architect has allotted for the project or as deemed reasonable by the Architect. Partial refunds to the Owner are possible if no work is initiated by the Architect after an initial phase payment is made, but with regards to all 'full payments' this reflects the time that is scheduled and not necessarily the actual hours spent on a project. 'Blocked out time' for a project is scheduled when a project contract is signed.

The amount of fee due or fee returned shall be determined by the Architect, he ensuring that, he, all his employees and/or consultants are paid in full (i.e. those working on behalf of the Owner), and that all other expenses and time have been compensated for, including consultants hired directly by the Owner in order to ensure the Architect always has a good working relationship with consultants.

**FEES FROM OTHER CONSULTANTS to be paid directly by Owner:** The Owner/Contractor will require a 'Filing Representative' to submit drawings, applications and fees to the NYC Department of Buildings (DOB) to attain the required building permits, inspections and approvals. The Architect will work directly with any 'Filing Representative' that is hired for this project. The Architect will provide Owner with a recommendation for Filing Representative. If the Owner selects their own Filing Representative, they will have to work within the standards expected by the Architect including providing all filled out forms with 'sign here' post-its, delivered in hard copy form to the Architect's office, for the Architect's review and signature.

Other consultants that may be required or desired include a 'Land Survey,' an 'Asbestos Report,' 'Mechanical, Electrical, Plumbing (including Sprinkler) Engineer', a 'Structural Engineer,' a 'Building Conservator,' 'Interior Designer,' 'Zoning Analysis' or as required as directed by the DOB, Filing Representative, a Consultant or as determined the Architect are to be retained by the Client at their expense. While in some cases consultant are optional, it should be the Client's attitude that they are required to avoid 'surprises.'

Bills by other consultants received by the Architect will be submitted directly to Owner for payment and must be paid in a timely manner (within 20 days due to the time delay of re-mailing the invoice) to preserve the reputation of the Architect. Generally, all consultants will be hired directly by the Owner, in order to expedite their payment, and give the Owner access to their services for questions or inquiries.

Any out-of-pocket expenses including printing, photos, plots/blueprints, travel or other items that are 'purchased' on behalf of the Owner, and upon the receipt of the expense, shall be paid by the Owner directly to the Architect, or if requested by the Architect, to the Company providing the service upon receipt and without delay (have credit or cash available, or provide a stipend to the Architect to handle miscellaneous expenses). This ensures that the Owner doesn't pay extra charges (we don't mark up handling of receipts for small expenditures) and ensures a good relationship between the service provider and the Architect on future projects.

**OWNERSHIP:**

All drawings, text, concepts, outlines, specifications, illustrations, imagery, photographs, prepared by the Architect remains the Architect's property at all times as protected by the US copyright law including any text correspondence, outlines or other written material, all shall be known as 'documentation'. The Owner may not use the Architect's drawings for the completion of this project if the Owner 1) sells the property to another Owner or 2) apply the documentation on any other project/property, or 3) sell the documentation to any other party, or 4) build the project when the Architect is no longer retained for the project.

If on the other hand, the Architect has a medical issue that prevents him or his office from performing services stated herein for an extended period of time of 2 months, and the Architect & Owner are in good standing, the Owner may use those documents which they have available to them at the time of the issue to continue the project with another professional, assuming the Owner is paid up to date.

**CONTRACT VALID DATE:**

This agreement is valid within 3 months of the date noted herein. If considered to be approved after this 3 month period then the Architect has the right to modify this agreement including if the project is scheduled to start after this period. Note that the Architect may have to schedule the project at a later date if the Agreement isn't signed within a week (to two weeks) of presentation to the Client due to potential scheduling conflicts.

**ACCESS FOR PROMOTIONAL IMAGES:** The Architect shall be allowed to, and have access to the finished built project or any portions that are complete, to photograph and/or video record the finished project for its own promotional purposes, by the Architect, his staff, or a professional photographer, for up to 3 sessions (to capture the right light). The Owner agrees to make a scheduled visit(s) available within one month of request or longer if required by a professional photographer.

**SAFETY:** The Contractor is responsible for jobsite safety and as such should take measures to protect their workers, visitors to the site, and the public, and, follow OSHA and any and all applicable Federal, State and Local laws. It is the Owner's responsibility to reiterate these responsibilities to the Contractor. Above and beyond this level of protection

in a healthy financial situation during and after construction is completed, following through (ensuring all Contractors have completed their work and inspection is completed before making final payments) to make sure all final inspections are also completed to keep the property fully legal (and thus sellable in the future). This also includes financial overruns due to the DOB or other agency approval process and the time professionals need to spend, and bill, for services to get approvals, noting that the larger or more complex the project the higher the expected 'extra' costs.

The following are at a rate of **\$150/hour**, including time to retrieve materials, order items, assemble presentation, travel time or any other time/expense associated with completing the item, as well as all reimbursable expenses (some lower rates may apply depending on the project size and staff assigned to the project). This rate is a 'full professional rate' and not the 'modest rate' noted for core services.

**PHYSICAL MATERIALS/FINISHES/COLORS:** to select and retrieve brochures, cut-sheets and/or specific material samples and finishes.

**PHYSICAL BROCHURES/SAMPLES FOR FIXTURES/HARDWARE/APPLIANCES:** for Bathrooms, Laundry, Kitchen or other spaces.

**CHANGES of ARCHITECTURAL DRAWINGS:** Changes made after Owner approves the design/drawings. Note: The Architect does include modest changes requested by the Owner within the scope of this contract. If the changes exceed this allotment, the Architect will inform the Owner that additional revision/change fees are applicable.

**CHANGES of MATERIALS/FINISHES/COLORS/FIXTURES/HARDWARE/APPLIANCES:** If changes are made after approval from the Owner, or the Owner wishes to explore additional options that are beyond 'scope' as outlined above, or the Owner wishes the Architect or the Architects' staff to be present at display stores, manufacturers shops or anywhere that these items are discussed, that are above and beyond what is specified above.

**CONSTRUCTION ADMINISTRATION:** Site visits and inspections are billed at \$150/hour (including travel time). The number of visits depends on the scale of the project. Gut Renovations = 3 to 5 visits; New Buildings as required. Small limited scope renovations 2 to 4 visits. The purpose of site visits is to inform the Client whether the Contractor is performing as expected and nothing else. On larger projects the Architect will perform 'punch list' inspections noting what construction still needs to be completed for final inspection.

Shop Drawings Review is not part of this contract unless noted otherwise. If determined that shop drawings must be reviewed by the Architect, then the above fee applies. If a project has metal work, steel work, handrails/stairs or other custom sized and built components then shop drawings will be required and should be reviewed by the Architect (or Engineer/Contractor), in order to avoid construction delays.

Services do not include Construction Management, Construction Estimates, Construction Schedules or other aspects of the Construction process but are only limited to duties normally performed by an Architect as noted above (site visits and review of shop drawings).

**AS BUILT DRAWINGS:** If changes are built by the Contractor that are different than what is drawn on the Construction Documents as approved by the DOB, then 'As Built' drawings will be required, including if the DOB requires a change to the CD's, forms or other submittals after they've already approved them.

**CONSULTANT COORDINATION:** The Architect will bill additionally for all coordination required with consultants. This will include travel time to consultant offices, time preparing for consultants meetings or documents (base drawings) for their use, including email coordination. Some time will not be billed and will be considered as part of the Architect's process as determined by the Architect. When a consultant fails to perform, the Architect will either pick up their work or help the Owner find another consultant, in order to help finish the project in an expeditious manner, as the Architect's schedule permits.

**LANDMARKS APPROVAL and/or SPECIAL DISTRICTS (no Owner approval required):** If the above project involves Landmarks in any way, then services provided by the Architect or his agents to fulfill all Landmarks requirements will be considered extra services, including any additional design options/drawings/photographs/site visits/travel/meetings with the Landmarks Preservation Commission or any other requirements relating to gaining approval, including creating presentation boards, retrieving samples/materials, taking and developing photos, creating diagrams, coordinating mockups, site supervision or any other effort on the part of the Architect or his agents required to obtain approval(s).

If Landmarks offers preliminary reviews/consultations, the Architect will consider this to help achieve approval if the ordinary schedule allows and will be billed separately above and beyond this contract, for such consultation(s).

Mockups: The Architect, as required to coordinate and review mockup(s), will do so. It should be understood that the Contractor may have to build a full size mockup 'outline' for the Landmarks Commission to review (outline of any addition to understand its visibility from the street) to get landmarks approval.

**ZONING, CODE, ENERGY ANALYSIS:** Even though the Architect will provide general services for Zoning (FAR, Lot Size, Zoning Lot, General Property Information), Code and Energy (Energy Conservation Code = ECC) analysis (basic components), the Owner will hire (as directed by the Architect) an expert to ensure that everything is done properly and legally regarding zoning, energy and/or code, to help prepare CD's, or to address DOB objections, or to help avoid DOB objection delays by answering questions or helping direct code related items. Because these items can have an effect on the overall design and budget it is the Architect's practice to have the Owner hire a separate consultant, depending on

of all people on or near the job site, the Architect will demand certain items and practices be in place, like a visible and usable fire extinguisher, railings around all openings at least 42" above the floor that can withstand 450 psi lateral force, or anything else that is noted on the construction documents or deemed necessary on the job site. With these additional recommendations it is imperative that the Owner be willing to enforce these extra safety measures and if necessary support them financially or impede the Contractor's ability to begin work until safety measures are in place. Our goal is to build a beautiful project, but to not do so at the expense of the health and/or well being of even one person. All applicable liability insurance shall be in place by both the Client and the Contractor before work begins and throughout the project's construction phase.

By signing this agreement the Owner gives the Architect permission to stop all construction work if the Architect observes and believes there are hazardous condition(s) on the site that might affect the safety of any person. Also, if the Owner witnesses any thing that appears hazardous, they shall report it to both the Contractor and Architect at a minimum, and if necessary to fire, police and the DOB. The Owner agrees to maintain locks for all exterior openings, as will the Contractor. Any and all visitors will be announced to the Contractor, including the Home Owners, inspectors or any visitor and shall be escorted through the construction site by the Contractor.

**TERMINATION:** Either party may terminate this Agreement with or without cause upon a seven day written notice. Payment obligations will survive expiration or any termination of this Agreement to the extent of any unpaid fees or other amounts that have accrued through the date of expiration or termination. The 'point in time' of termination and thus the percentage of completion of the contract shall be determined by the Architect understanding that Architect's are bound by a code of ethics and shall not act in respect of revenge, but only act in a fair manner to be paid in full for the work, scheduled time plus reimbursable expenses due.

**RIGHTS:** The Architect and his representatives are acting as an independent contractor and not as an employee, in rendering services hereunder. Neither this Agreement nor any course of dealing between the parties will confer upon Owner any exclusive rights. The Client may suggest, but not direct or order the Architect to do anything. It is the Architect's responsibility to do as per service standards and that which is in the best interest of the project and even in rare cases an unwilling Client.

**LAWS as per this AGREEMENT:** The internal laws of the State of New York Shall govern this Agreement.

**WARRANTY DISCLAIMER, LIMITED LIABILITY:** that 1) Warranty Disclaimer except as specifically set forth herein, each party disclaims, to the maximum extent permitted by applicable law, all express or implied warranties, including warranties of merchantability or fitness for a particular purpose and 2) Limit on Direct Damages except in the case of gross negligence, neither party shall be liable to the other (whether in contract or based on warranty, negligence, tort, strict liability or otherwise) in aggregate amount that is in excess of the amount of fees paid to the Architect by the Owner pursuant to this Agreement and during the period of services rendered.

**INSURANCE AND PRECAUTION:** The Owner agrees to have the property fully insured against damages and injury, and also agrees to hire only fully insured and licensed Contractors and Subcontractors who agree to operate under the laws of New York State. Further, the Owner agrees to provide adequate locks and if deemed necessary a form of security, in order to avoid delays from burglary. Finally the Owner agrees to have working smoke and carbon dioxide detectors on the site during construction in order to help alert the public of a problem even when the premises are not occupied, again to avoid damages and delays. The Architect strongly recommends a temporary security and surveillance system be operational during construction.

**AMENDMENT:** This contract, with an Amendment, can be altered to split the scope of work into two halves (phases), one to complete the interior Design and Construction Document work, in order to obtain a work permit, and the other for exterior work, usually requiring Landmarks approval (assuming they will not require one for interior construction) in order to help expedite the construction and completion date.

**HOURLY RATES:** Hourly rate services will be performed by the Architect without consent by Owner, the Owner understanding the scope of work as outlined herein and thus understanding when something new is added to the scope of work requiring more time from the Architect. Time that is billed hourly will be assessed on the half hour as such: where any time worked by the Architect or his staff between 5 minutes and 35 minutes will be billed as 1/2 hour and any time between 35 minutes and 65 minutes will be billed as 1 hour. Any time worked under 5 minutes will not be billed.

**HOURLY RATE ITEMS FOR EXTRAS/CHANGES (billed as Additional Charges):**

*Note: if everything goes smooth and in a linear fashion from beginning to end, including the design, construction documents, selection of materials/finishes/appliances, etc., Client approvals, construction, etc., then these extras will not be required. They are listed here to ensure that the Architect is paid for any extra/additional services that may be required or desired. (continued...)*

**GOAL OF ARCHITECT:** The main driving force of the Architect is to see the completion of the project despite any hurdles, issues or problems. The journey can be stressful to clients especially as the plans approach completion, the city approval process and during construction. While 'making a decision' on so many items can be stressful, keep your eye on the final goal and focus on your responsibilities of making approvals and being financially responsible, and rely on the experience of the Architect if need be to make decisions. For all other things trust that your project is in good hands.

**ARCHITECTURAL DESIGN:** if an existing building is historical we will match the character of the architecture, if the project is a gut renovation we lean towards a blend of modern and traditional, and if the project is a new building or addition we lean towards modern design to keep things open and airy. These general approaches can be modified by the direction and wishes of the Client if they make clear at the very beginning (and before we start designing the project) what they hope to see as a final product. In this respect it is encouraged that the Client use Pinterest to post pictures (that reflect the budget of the project) on their own profile board of what they want before the contract is signed, because from the start of the project the Architect rushes towards completion in order to stay within the estimated fee stated. If, on the other hand, the Client wants to spend more time exploring options and ideas, then the contract needs to be modified to

the specific project, if required based on the Architect's and/or Filing Representatives recommendations. The expert may cover Allowable Use, Handicap Accessibility Requirements, Setbacks, Egress, Sprinkler requirements, or other Building Code or Zoning Resolution requirements, or as the need arises depending on the design direction and scope of the project.

**SPECIFICATIONS:** The Architect will provide general specifications. Typically this suffices for smaller projects. If the project warrants, like a new building or a high quality project, the Owner with the help of the Architect will hire a separate Specification Writer to ensure all materials specified on the project are ordered and installed correctly by the Contractor(s). For all projects the Owner has the right to want a Specification Specialist to work on their project, but must make this known to the Architect.

**OTHER:**

**RENDERINGS:** Renderings or other visualizations will be contracted for separately. If the Owner and/or Developer expects or wishes to have 2d or 3d visualizations including perspectives, elevations, plans and/or sections with color, light, texture and other visual aids in order to understand or promote the project, then please make this known to the Architect. This Contract focuses only on that which is required to secure a work permit, providing drawings for the Owner to review that echo this goal in order to keep the Architect's fee reasonable.

**PURCHASING SERVICES:** If desired by the Owner, they may hire the Architect as their purchasing agent with a separate agreement. As such we can sell Merchandise to the Owner, sometimes at discount price, if the Owner chooses and approves such selections, at prices specified by the Architect in proposals to the Owner. Part of the Architect's fee for Purchasing Services may be incorporated into the price specified to the Owner (meaning that the Architect can make money by providing this service). Delivery will be to the job site of any items purchased unless this isn't practicable, in which case there may be additional shipping costs associated with the purchase. Any purchased item may or may not be returned if cancelled. The Owner or Shipping Company is responsible for securing the delivery, the Manufacturer for their products.

**REIMBURSABLE EXPENSES:** Due amounts will be billed (i.e. the client made aware of with a receipt) as required to be paid within 20 days. Possible reimbursables include delivery/messenger, printing, plots, material samples and other items to convey the design to the Owner or to obtain approvals of the DOB, Landmarks, Community Board or other Agency and/or for meetings with consultants, Contractor, subcontractors. The Architect suggests a miscellaneous expense fund of \$200 to be used by the Architect for prints, delivery, etc. to avoid coordination issues and loss of time, with any remaining unused portion returned to the Client. This fund should be refilled as required.

**TRAVEL:** All travel expenses to be billed at **\$75/hour** for time of travel, plus any expenses.

**MISC. FEES AND TESTS:** The Owner is responsible for all soil and material test fees (like concrete slump test), filing fees, permit fees, inspection fees and/or hazardous material inspection fees (like an asbestos report). Essentially, anything that is required outside of architectural services as noted above, will be billed directly to the Owner since its need is in the Owner's benefit.

**SCHEDULE:** The Estimated Schedule can vary for a variety of reason, sickness or other medical situations, holidays, vacations, etc. and may extend the actual time it takes to complete a project. The 'Estimated Schedule' reflects only the actual time the Architect expects to spend on a project once it is started not accounting for these other circumstances. If the schedule is 4 weeks, expect 9 weeks (2 weeks to get Client approvals, 2 weeks for DOB signatures, and potentially another week for 'a variety of reasons' as noted above. If the schedule is 16 weeks due to the complexity of the project expect 24 weeks plus to account for coordination with consultants, meetings, etc.

**CONSTRUCTION COST ESTIMATE:** Contractor Bids can vary wildly. As such, the Client is encouraged to do price per square foot at low, medium and high amounts to help their expectations realistic and also to be able to identify when a bid is grossly exaggerated (to avoid panic by the Client). Low rate is \$90/SF; Medium is \$120/SF and High is \$180/SF. These numbers can easily increase depending on finishes, materials and details selected. The Architect will, to the best of his ability, try to keep the design and expectations into an area he believes will allow the project to 'be on budget'.

**CONTRACTOR BIDS:** The Architect recommends getting 3 bids at a minimum, or until the bid is within the budget. He will provide PDF's of the project and review bids.

**CONTRACTOR CONTRACTS:** The Architect urges that the Client ensure the language in the Contractor's Contract to state 'to build as noted on the DOB approved plans and other supplemental documents presented to the Contractor by the Client.'

reflect the extra work of full architectural design process. This contract, as outlined, is a device that allows homeowners and developers to have a highly qualified Architect and designer do their project without excessive professional fees, thus helping them realise their renovation, addition or new structure.

The Architect's goal is to maximize the size of daytime living spaces over night-time spaces, and minimize hallways or other circulation (transient) spaces. This may trigger the relocation of plumbing related rooms, stairs or other things that do not require daylight as much, resulting in an increase of scope, professional fee and possible 'research and review' objections from the DOB, if the changes are deemed within the construction budget as agreed to by the Owner.

**AGREEMENT REPRESENTATION:** This Agreement known as the 'Agreement for Architectural Services', in conjunction with the 'Master Project Information Sheet', is the entire agreement between the parties pertaining to its subject matter, unless noted otherwise, and all written or oral agreements, representations, warranties or covenants, if any, previously existing between the parties are canceled.

**AGREEMENT OF TERMS OF CONTRACT:**

Owner (signature): \_\_\_\_\_ Date: \_\_\_\_\_ Print: \_\_\_\_\_

Architect: (signature): \_\_\_\_\_ Date: \_\_\_\_\_ Print: \_\_\_\_\_ Nicholas Buccalo

Owner: Please print, sign and date 2 copies, one for your records and one for Architect's records, and make ready with a retainer check to make effective. The Architect will return his signed copy to the Owner.

**Supplement to the Contract - DOB Approval Process**

**NYC Department of Buildings Approval Process**

<<< Longer Approval Process | Shorter Approval Process >>>

Expect very long approval period which may take 6 months, 1, 2 or more years.	Expect long approval period.	Expect a lengthy process which confirms every aspect of what is being proposed.	Expect a lengthy process which confirms every aspect of what is being proposed.	Moderately easy to get approval. If multiple dwelling building, expect more scrutiny from the DOB.	Easiest to get approval that requires the shortest amount of time at the DOB.
<b>New Construction</b> projects that require LPC (Landmarks), Community Board and DOB Approvals. If demolition, the MTA, or other agency is involved expect additional significant delays to get approvals from all agencies. Experts should be involved in the project.	<b>New Construction</b> with LPC (Landmarks Approval). If project includes demolition of existing building add up to and over an additional year to get approval. Experts should be involved in the project.	<b>New Construction</b> with only DOB approval required. Note this may trigger Community Board and Community Objections/lawsuits.  Initial 'objections' from the DOB are actually 'need more research' and shouldn't be construed as actual objections.	Alt 1: DOB approval only. Major renovation of an existing structure that changes use, egress and/or occupancy.  Initial 'objections' from the DOB are actually 'need more research' and shouldn't be construed as actual objections.	Alt 2: DOB approval only. Multiple types of work not affecting use, egress and/or occupancy.  Initial 'objections' from the DOB are actually 'need more research' and shouldn't be construed as actual objections.	Alt 3: DOB approval only. One type of work not affecting use, egress and/or occupancy.  Initial 'objections' from the DOB are actually 'need more research' and shouldn't be construed as actual objections.

Note: when other agencies are compelled to be part of the approval process, expect additional delays and professional fees in order to satisfy each agency or entity and win their approval. The impact of getting these approvals can sometimes alter the direction of a project 'in order to avoid' these interactions and avoid delays. If delays are expected, it is best to proceed with the design of the project asap in order to shorten the time to the start of construction and engage all necessary consultants at the beginning.

Note that what is required isn't always readily knowable when a project starts and may be discovered at any stage of the project. To determine if a property is in a Landmarks District, is a Landmarked Building or in a Special District, refer to the DOB website and look up the property's details. The 'Filing Representative (Expeditors) are experts in understanding the filing process and what agencies need to be engaged. Other experts can also help in this respect, like the Zoning Expert who through their analysis of the project can help determine if any special agencies need to be engaged. At the time of filing, the DOB will also required agencies that need to be engaged, to get their approval, before they proceed with their review of the project.

Note that even when all codes and zoning have been thoroughly researched and documented for the simplest of projects, be aware that the DOB will 'take their time' and 'raise questions' about every aspect of a project 'both existing and unchanged, and proposed' and may rule against what we believe to be the law.

**OVERALL TIME TO GET APPROVAL:** Approval from the New York City Department of Buildings (DOB) for a project to obtain approval for a project renovation can take anywhere from 1 month to 6 months, and obtaining a Certificate of Occupancy can take from 4 months to over a year. Clients need to understand this, and that this 'approval phase' of the project is essentially out of the Architect's control due mostly to how the DOB operates.

**THE REVIEW PROCESS:** The initial review of the drawings is done by a Plan Examiner alone, during a short period of time allotted to every project of about 40 minutes. During this time he/she will mark up as many things they might have questions on (i.e. they only have time to mark up things that they know they have to 'review and research' in more depth, and not necessarily suggesting that what is proposed is an actual objection). And, bigger projects will have more items marked as 'possible objections.' Clients need to acknowledge this and allow for follow up review(s) to weed out the things that are actual objections requiring changes versus those things that they eventually approved.

**TIME BETWEEN REVIEWS:** The time between getting a list of objections, getting the project folder with plans returned, addressing the objections and scheduling another plan review can be between 2 and 6 weeks on average, for each round of reviews. The Client needs to acknowledge this reality.

**LET THE EXPERTS HANDLE THE DOB:** It is my recommendation that clients do NOT get involved in the DOB review process. The Architect will keep the Client updated, especially if any objection actually results in a change to the plans, which, if a change has to be made, will have to be approved by the Client. Let the experts handle the process.

**WHO SHOULD REVIEW THE OBJECTIONS. HIRING SPECIALISTS:** Please note that the DOB now sends an email to the client with the list of objections from the preliminary review. It is the Architect's strong recommendation that my clients do NOT look at it. The list will only cause anxiety and panic. Understand that the Architect, aka SimpleTwig Architecture, is following the code and zoning based on reasonable interpretation, or a Plan Examiner might have missed an allowable exemption in the zoning, or we might be using a code from a previous period that the Plan Examiner didn't consider. All these things get sorted out during the review process with the Plan Examiner until they have a full understanding that the project meets all codes and zoning requirements. Note

that many projects can and should hire both a Code Consultant and Zoning Consultant. If the Client chooses not to do so, in order to save money, this is not the fault of the Architect. In some projects an expert isn't exactly necessary, but in order to 'perhaps' shorten the approval process, the Architect recommends hiring these two specialty consultants.

**HOW THE DOB DELIVERS OBJECTIONS:** Note that a list of Objections is just the first part of 2 parts of their review, followed, by up to a week or so, with the return of drawings and markups. This delay can sometimes make a client think that the Architect is not responding to the objections when in fact waiting for the markapped plans might point out a simple question they have and not an actual objection. The two DOB document sets go together in order to proceed. After the Architect has all DOB information in hand he will finish up 'responding' to the objections. Responding means, if he feels that additional drawings, notes, code/zoning research or diagrams would help the Plan Examiner then the Architect will provide them, obviously taking time to do so. Following this, the Architect then prints the changed drawings, signs/stamps them and returns everything to the Expeditor.

**CRITICAL OBJECTIONS:** Any critical objections raised by the Plan Examiner will be relayed to the Client. Critical objections often revolve around allowable uses, 'is it a basement or cellar' question, allowable floor area, allowable ceiling heights, minimum bedroom sizes, room sizes in relationship to window sizes, mechanical ventilation, energy code compliance, etc. Normally the Architect addresses his concern for critical issues before drawing begins or during the design phase making the Client fully aware of potential issues, thus giving the Client the option of seeking a less risky design. While we may interpret the code in one way, it has happened that the DOB interprets it in a negative way resulting in potential changes to the design, a fact all Clients should understand as a real possibility. In rare cases the DOB will note something that the Architect has not considered which will have to be accommodated in the design.

**ARCHITECT'S APPROVAL FEE:** In order to allow time for the Architect to address any issues that may come up with regards to the DOB approval process, he has to charge a modest hourly rate for additional time spent on the project and not go into debt. This is a 'in the Client's benefit clause in that any work performed by anyone 'is in the Client's benefit' and is thus billable. This hourly rate is \$50/hour. The Client should keep in mind the potential cost of this phase of the project, a phase that is outside the control of the Architect, which can result in hours, days or even weeks depending on the severity of the objections. The Architect is mindful of the 'unexpected nature' of this phase as it is not predictable, and thus is keeping the hourly rate as reasonable as possible. The final cost usually reflects how extensive the renovation/project is and how many potential questions the Plan Examiner feels needs to be answered.

**POST APPROVAL OBJECTIONS:** It should be understood that even after plans have been approved the DOB has the right to re-review a project, audit a project or change their mind on an item they approved. For this reason it is important to avoid as-built drawings as any changes to the approved set of drawings means that those changes, to reflect what was actually built, will have to be reviewed and approved by the DOB. This can also lead to them looking at other parts of the project and finding cause for additional objections. This is why the Architect provides the Client with at least 2 critical review and approvals before proceeding, so they may thoroughly review the design, ask questions, request changes before we proceed to the next phase.

**EXPEDITOR:** It should be understood that the Expeditor is there to help with the process of getting approval, and not to pick up the actual Work Permit. If you would like them to get the Work Permit, which is usually done by the Contractor once DOB approval is obtained, then request this from the Expeditor. As an expert in this area, the Expeditor is there to ensure all required forms are submitted along with any fees required by the DOB (which are paid by the Client). The Client is encouraged to review the process with the Expeditor to understand that they will need to sign forms and pay fees, or anything else the Expeditor states is required. The Expeditor is to provide filled out forms to the Architect and Client with post-it notes indicating exactly where to sign. It is then up to the Architect and Client to return the forms to the Expeditor once signed. PDF's of forms are NOT acceptable. Only hard copies will be accepted by the Architect and Client. Where anything has to be delivered, the Client has the option of 'being the messenger' in order to avoid messenger costs if they so choose. This can be helpful to gather up the Architect's drawings, to get forms signed especially when both the Architect's and Client's signature is required on a form, and to return DOB drawings and Objections list, otherwise, the Architect and Expeditor will hire a delivery service and bill the Client as a reimbursable expense..

**LANDMARKS APPROVAL:** If there is a need to get landmarks approval, this expands the time required to get a work permit. As it stands, the Expeditor first submits the project to the DOB. They 'object' because the project needs Landmarks approval. With the 'DOB project number' the project is then submitted to Landmarks for their in-office review or if required a meeting in front of the Landmarks Commission. Depending on the Landmarks comments, changes and rescheduling may be required until approval is achieved. Once approval from Landmarks is obtained, the approval is then forwarded to the DOB for them to proceed. The DOB may require changes to the project from their point of view and those changes might (but doubtfully) require a return to the Landmarks for approval of changes. Due to the documentation the Architect needs to create in order to submit to the Landmarks Commission, expect this process to take 2 to 8 months depending on the project complexity. For Historical Structures and are proposing an addition, the process to get an approved addition may take over a year. Note that any work performed by the Architect is billed hourly since it is impossible to predict how much work will be required to obtain approval. LPC plans overhaul of application process 'to speed things up' but be warned that only actual results will tell the story. <http://cra.in/L8pScQN> (2018 Crain's Article).

**HISTORY:** Over the last few years the DOB has changed it's method of handling new projects, especially smaller renovations or residential house addition projects. First, note that the DOB is suggesting getting rid of all expeditors, who in our opinion offer expert advice and professionalism in filling the correct forms, scheduling of reviews and general coordination during the process. This 'new idea' should be understood to be somewhat reckless as it will inevitably cause delays and mistakes. This one item reflects the 'new attitude' which appears to be causing major delays. Further, it appears that on small projects they are assigning 'new trainees' which I feel is unprofessional as it puts a loss of time on my clients shoulders for things they might 'object to because they're not sure and need to do further research.' It was relayed to the Architect by a Brooklyn Engineer that the Brooklyn DOB has added over 1000 new positions. These are new inexperienced people who may know or not know what the code and/or zoning says.

The Client should understand that codes and zoning change over time, along with new DOB standards requirements. Also, new codes, like the Energy Conservation Code, or ADA Handicap Code often become part of the law and these also can change. It is our personal experience that laws have changed in the middle of construction. In these cases the DOB will weigh if the project is allow to continue or should be revised to accommodate the new law(s). The often unpredictable nature or releases, or revisions themselves can cause confusion and even mistakes on the drawings. For instance, many Architects still use a riser/run ratio to determine riser and tread lengths even though the law has changed to give minimum risers and runs for stairs.

**SUMMARY:** The jest of the above is, Clients need to be patient with how the DOB is processing projects, and, that the process does take time for the Plan Examiner to fully understand the project. It can be frustrating for Clients who want to start construction and watch as a building sits idle. Have patience and understand that the Architect will assess every objection to determine if it has merit and changes are required, if clarification or additional information is required, or if nothing needs to be done except have the Expeditor point out on the plans where the Plan Examiner can find the information to answer their question. Also understand that this phase may add significantly (worse case scenario) to the final cost for services performed by the Architect. As stated in this contract, the Architect will perform duties required to move the project forward whether billable, reimbursable or not.

Note: the Architect believes it is unfortunate, unprofessional and unethical that the DOB, if they are, training new Plan Examiners using people's real-life projects as training tools. On the other hand, even experienced professionals will question what they think they know with verification of the actual code and zoning text. Critical items will have the appropriate references and text in your set to assist the Plan Examiner with their research in the hopes of providing approval sooner, located on the Zoning page(s), Code Compliance page(s) or directly associated with a particular drawing or diagram.

**CRITICAL ITEMS LIST:** (check all that apply, or add additional items if they are significant, below).

Note that these critical items are often determined by how the DOB interprets the zoning and codes, and not necessarily what is written in the codes or zoning. Depending on their interpretation, and a client's willingness to allow the Architect to spend time arguing a point or paying for changes to the plan to

accommodate an objection, can have a significant impact on our approach to a project. While the Architect will try to determine if something is allowable before we start the design of a project or if something is discovered during the process, and assume that we are employing a reasonable approach during the design and documentation of a project, it is only after all the drawings are completed and paid for before the Architect and Client will know if the DOB agrees with the approach or not. In a worst case scenario, the Client would have to pay the Architect for design changes and even a different design approach in order to allow a project to proceed. This may result in drastic changes to the project including the loss of a rental apartment, the realization that an illegal addition was added to a building and has to be torn down, or some other heartbreaking news. This is why it is always the best idea to hire a zoning expert first, to get surveys first, to hire a code consultant, to get asbestos reports done early, to get existing plans and old surveys, all designed to avoid potential pitfalls before the Architect starts the design process.

It is the Architect's practice to include zoning and code references to what he feels are the main critical items. This does not imply he will provide references to every item that requires code or zoning compliance as that would result in a substantial increase of the number of drawings which the DOB doesn't want to review. For instance, if we have door widths that meet code, and we feel that this is 'common code knowledge' we may not provide a reference and quote from the code regarding allowable door widths believing that an experienced Plan Examiner will understand that what is proposed does comply.

- \_\_\_ **Allowable Use.** Questions that arise when more than one obvious use is proposed, like mixed-use of Residential and Medical in a residential district.
- \_\_\_ **Allowable Floor Area (FAR, Floor Area Ratio).** Questions can arise in cases where
  - 1) the existing building is built over the allowable FAR.
  - 2) questions surrounding square footage in basement, attic, porch, extension, and/or garage, or if the DOB has questions whether the basement is actually a cellar, or any other concerns they may have regarding what is existing and original and what was added at a later date.
  - 3) questions surrounding rooftop structures and bulkheads.
  - 4) questions surrounding double height spaces and whether to count the floor area as 'one floor' or 'two floors' (which can happen).
- \_\_\_ **Zoning:** If the project has extensive zoning requiring plans, axonometric diagrams and thorough analysis, this can trigger the DOB to object to everything to allow them the time to review and research each item one by one. Planting Strips, Street Trees, distances from fire-hydrants, on-site parking, street curb elevations and base plane, are all items that will be reviewed and the DOB ruling will most likely be the requirement unless the Owner wishes to have the Expeditor/Zoning Specialist with help from the Architect argue the objection.
- \_\_\_ **Setbacks:** questions about required setbacks and allowable building heights.
- \_\_\_ **Occupant Load and Travel Distances:** On some projects this needs to be calculated and proved to the DOB to be allowable. This is usually triggered in existing buildings that do not have a fire-escape of other 2nd means of egress, is a mixed-use building or has multiple dwellings. New structures will include these diagrams, code references and calculations. This is also related to minimum passage and door widths and other fire-related requirements. If the DOB does require separate plans, and if provided doesn't accept our conclusions based on their interpretation of the code, then changes will be required until they are satisfied.
- \_\_\_ **Basement:** A current survey may prove you have a basement, but the DOB wants to see historical proof, like old surveys that list basement or old Sandborn maps that say basement. So while legally you might have a basement, there is no guarantee that the DOB will agree. In this case we would have to suggest that we are 'making a basement' and proceed, or argue that it is an existing basement and we meet the legal definition of a basement. But saying 'we are making a basement' has other ramifications regarding required ceiling height needing to be 8'-0", adding square footage to the property, and/or adding an 'addition' to the property triggering a 'major development' requirement.
- \_\_\_ **Ceiling Heights:** If your existing building has 8'-0" or higher ceiling heights there shouldn't be any issues, but if a ceiling is lower in parts or throughout a floor level then this can become a sticking issue.
- \_\_\_ **Sprinkler Requirement:** This is an issue due to cost of installing sprinklers in existing buildings. Most people want to avoid doing so if possible. While 'if the use of an existing building doesn't change sprinklers are not required' the Plan Examiner may interpret the code differently and require them. All owners should be aware of this possibility and be prepared to accommodate sprinklers.
- \_\_\_ **Stair Widths:** It is required that exit passageways including stairs do not get narrower as one proceeds to the egress point, usually a front door. This implies that stairs can be narrower at the beginning of a passageway as long as it meets code, and get wider as the occupant load increases towards the exit. But some Plan Examiners do not understand this and think a stair must be the same width throughout, even if there is a door to the roof but the roof door isn't part of a required exit.
- \_\_\_ **Riser/Run of Stairs:** While in multiple dwellings the allowable riser is low, in one and two family buildings it can be higher, which is good in that it allows a stair to take up less room in a home and is more comfortable to use, but can cause confusion with an inexperienced Plan Examiner who might be used to stairs in high-rise structures. This is usually resolved by pointing out the section in the code to them, and they accepting the code as correct.
- \_\_\_ **Minimum Legal Bedroom Size:** While generally it is 8'x8', in some existing conditions it can be smaller if one is 'grandfathering' a project by using an old code. Even in this case, one has to prove that the smaller bedroom meets the old code conditions and that the DOB accepts the use of an older code. It is the Architect's practice to refer to an older code only in specific cases, like bedroom size, when needed and to attempt to make all other parts of the project 'up to current code.'
- \_\_\_ **Window (Light/Air) Requirements in relationship to Room Sizes:** In some instances, it is the window size that determines how large a room can get, often resulting in small bedrooms just because it is impossible to put in a larger window within the existing circumstance. Owners should be aware that compromises in the design like this are possible.
- \_\_\_ **Illegal Pre-Existing Modifications to an Existing Structure.** These can include, adding an illegal addition, filling in of porch area to make them interior living space, changing utilities without permits, addition of full bathrooms in cellars, adding fences that are too high around a property, not having window guards, not meeting light/air requirements, not having proper lighting, not having proper fire-separations, rebuilding of a garage or its conversion, or whatever might be discovered by the DOB. The Architect, if he notices a potential violation will encourage the Owner to fix the illegal component during the project and with a permit, but it is NOT the Architect's responsibility to note illegal existing conditions done by someone else that are outside the area of project construction (i.e. on other floors, outside, on the roof, etc.). For existing buildings, renovations or additions, this item must be checked by the Client as an acknowledgement. If violations or objections are given to the Owner due to pre-existing conditions, they will not hold the Architect responsible in any way including grounds for termination.
- \_\_\_ **Meters:** typically a concern if meters are moved, to determine if what is proposed meets code requirements and the requirements of the Utility Company(s). While the Architect can propose a solution, we will have to do as directly by the two agencies even if this means changing the plan significantly.
- \_\_\_ **Solar Ready:** questions can arise on the roof as to whether what is proposed or existing, is solar ready.
- \_\_\_ **Handicap Requirements:** Whether the design requires 'handicap ready' or 'fully accessible' can be up to the DOB if they feel it is required. In one and two families we often accommodate certain HC items like door widths. In renovations of multiple families the requirement can be questionable if there is no elevator, but generally if the building is 3 or more units expect to have to accommodate HC requirements. This includes door widths, turning radius,



behind the wall supports, sink cabinet width and other things that allow the project to become converted into a fully compliant HC accessible project if the need arises in the future.

- \_\_\_ **Minimum Door Widths/Heights, Hatch Size Openings and other Egress/HC related items:** Often in existing structures openings are narrow due to existing masonry, framing spacing or available space. The Architect will always make things meet code, but acknowledgement must be made that if a use, or occupancy load, or required fireman access area, or some other factor may impact the size of openings or other components and may trigger required changes to the plans/details and structure as determined by the DOB.
- \_\_\_ **Fire-Ratings, Roof Firemen Access Requirements, Fire-blocking, etc.:** These and other fire-protection related issues can trigger changes to the plans, depending on what the Plan Examiner determines to be applicable.
- \_\_\_ **Demolition:** Demolition of any structure no matter how small it is can trigger the DOB to require special inspections before they approve the demolition. This includes for interior bearing walls, replacement of columns, new columns, new joists, new openings, etc. Demolition of a structure can trigger the need for approval from the 'Quick Reaction Force' of the DOB to ensure there isn't imminent danger to the public, and that demolition can proceed. This can also trigger the need for a Structural Engineer to draw up plans for the Demolition.
- \_\_\_ **Energy Code Compliance (ECC) Requirements:** First acknowledgement is understanding that the DOB will object to everything, to allow them to review and research each requirement one at a time. This relatively new code calls for extensive requirements throughout a project, including calculations for U-Values in doors and windows, R-Values in insulation for walls, ceilings, roofs, foundations, crawl spaces and slabs, lighting and electrical load calculations, mechanical values and efficiencies, vent dampering and black-flow preventers, pipe insulation values, etc. If the project is a new building this should be handled by a specialist in order to ensure full compliance. Smaller projects the Architect can use Res-Check but there are no guarantees that what he proposes will be accepted by the DOB. Each items proposed must be referenced to its detail on the plans. If additional pages are added to the project set this changes the page number references, triggering the need to correct the ECC submission forms which can be a very time consuming process the Client should be aware of as it, like other changes triggered by the DOB will be billable.
- \_\_\_ **Specifications:** An independent specialist (hired separately) is required to write specifications for new buildings and Landmarked structures. For existing renovations this can be optional based on what the Client wants to pay and their willingness to select materials, products, appliances, finishes, etc. The Architect provides general construction specifications for all projects, in order to give the Contractor direction and provide the means to create an 'certain level of quality' the Architect feels is acceptable given the budget, project and expectations. The Client is responsible for informing the Architect of any type of special finishes, woodworking and cabinetry, plasterwork, trim, hardware, bathroom fixtures, shower systems, or speciality items/finishes, etc. that they expect on their project. It is also the option of the Client to hire a finish specialist to assist in the selection of the above, coordinating their effort with the Architect and the Specification Writer to produce a document that the Contractor can use.
- \_\_\_ **Structures or Landscaping beyond the Property Lines:** In some cases a portion of a building, or fencing lay outside the property line, quite common in the front of existing townhouses with the front fence. In the case of existing stoops this can mean that the existing stoop which is outside the property line must remain or be eliminated completely if it is changed (the degree of change is the question). The degree of change, like it's repair, can create questions of whether it is a significant modification requiring complete removal. Modifications may be required to get the riser/run on steps correct, to make enough headroom, to widen an egress opening, to add handrails, to repair the footings and foundation, etc. If they do require removal in an objection, then we would have to change our approach in order to either keep the stoop, or in the case of meeting required egress openings for a basement unit below a stoop, eliminate the apartment. This is a reality that the Architect has no control over.
- \_\_\_ Other Items: Please Specify:

Client Acknowledgement of this 'Supplement to the Contract - DOB'

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Sign and Date