

Beginning a Project: Meetings and Surveys

CHAPTER 1

Meetings

Meeting with Clients

How do you meet your ideal client? Many of you who will read and use the material in this book are seasoned professionals, while others are emerging professionals or just now hanging your shingle out for the first time and entering the world of entrepreneurship.

Since 2008, the interior design industry has changed. Clients expect a lot more value for a lot less of an investment. At DCI Studio, we run a luxury design firm and have spent numerous years honing our client attraction skills, learning new ways to preselect our clients, and developing systems that automate the process.

Courting and beginning a relationship with a new client involves certain critical components. First, how do you acquire new business? Does it come from referrals, advertising, the Web, or your networking efforts? Are you tracking the sources of your new business? Doing so is a very good idea. Start an Excel spreadsheet or create a Word document, if you prefer to work that way.

When an e-mail or telephone inquiry comes in from a prospective client, having a protocol in place can help you determine whether this prospect would be an ideal client and a good fit for your firm. We have devised an excellent system for weeding out the "tire kickers" and the lessthan-ideal clients.

Whether the inquiry is received via the Internet or by telephone, we have a corporate "signature" e-mail that we personalize and send out to the prospect. We also have fine-tuned a form, which we call the Client Lifestyle Questionnaire (included in this chapter), that addresses the perennial question of *the budget*. This questionnaire can be e-mailed to prospective clients, or you could create a web-form on a cloud server such as Woofu.com so that the form is evergreen and results are e-mailed to you directly. Our firm requires a minimum project investment, and we make prospects aware of this before we engage in a phone call or further correspondence. The next step is to ask the prospective client to start a folder(s) on Houzz.com, Pinterest.com, or Evernote.com categorizing the spaces to be designed with annotated notes on each image detailing what the client likes/dislikes so that you get a feel for the client's style before the "get acquainted" call. Doing this can save you a lot of time. Now you have a vetted prospect. The prospect has read your introductory materials, done the homework on the Web, and filled out the Lifestyle Questionnaire. Once all of the materials are received, we send an e-mail with a series of available time slots for an initial call. You may use a scheduling app or a Web service, which is even better.

Be very clear that the initial call will last only 15 to 20 minutes, to prevent you from getting involved in a long conversation prior to seeing the space that needs to be designed. During this call with the prospect, outline the requirements and discuss the project approach.

This chapter provides a checklist of questions and notes that we use during the "get acquainted" call. It is very important that you have this list to make sure you cover all the bases. Also, I highly recommend that you take notes on a tablet or on your computer during the call so that you can repeat back to the prospect what he or she is saying. Acknowledging the client's "pain" with regard to design dilemmas is affirming and can be extraordinarily valuable to them. It shows that you are listening, which is one of the most important skills a designer can develop. In addition, you can share the notes with your team via e-mail and create a file for the prospect to assist in developing other material if he or she does become a client.

After we have established that a prospect is excited to work with us *and* that the prospect is our ideal client type, we will set up an appointment for an in-home or office consultation.

We always charge a fee for an initial consultation, as it constitutes an expenditure of our time and the sharing of our expertise and intellectual property. If a prospect signs on with us, we credit the consultation fee to the initial design fee. If the prospect does not engage our services, we still get paid for the time we've invested.

Next comes the initial client meeting. This meeting is very different from subsequent meetings. It is more of a "getting to know you" meeting—a time to see the space that needs to be designed, assess the client's body language, ask defining questions, and get a feel for their personalities and how the space is currently used. All decision making parties should be present for this first meeting.

In the event that all parties cannot be present at the first meeting, we advise that you meet one of the clients and request that at the follow-up meeting, where the *design services proposal* is presented, that all parties be present. I have postponed meetings if both parties cannot make it, as I believe that attendance by all involved parties is critical to my success in landing a project.

After the initial meeting, we come back with a design proposal and review three options with our clients. We go through each option step-by-step and answer any questions the clients may have. Once they have signed the design proposal, we again meet with all decision makers to review the *Letter of Engagement*, answer any questions, and revise scope where necessary. All parties should sign the Letter of Engagement before moving on to the design phase.

Example Letters of Engagement are provided in this chapter (see Figures 1.1 and 1.2), which you may make your own and use in your practice. You should have your own legal counsel review the document before you send it to a client, as every design firm works differently and different laws, rules, and regulations may be in force where you do business.

The following checklists give you the tools you need to travel seamlessly through the process of qualifying and meeting with your clients. To achieve stellar results, please pay special attention to each step of the process.

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BEFORE YOU SET UP A "GET ACQUANTED" CALL

Before you set up a call with a prospective client, make sure you do the following:

□ Have someone on your staff call the client and say something like the following:

"Hi, (Prospective Client's Name),

Thank you for your interest in (*Your Company Name*)! My name is (*Your Name*), (*Your Title*) of (*Your Company Name*). Before we set up a "get acquainted" call with you and our principal (if you have staff), we ask that you please visit our website, if you have not done so already, and read through the About Us section as well as our Testimonials page. Can we have your e-mail address so that we can send our New Client Lifestyle Questionnaire? We ask that you complete this so we can learn a little more about you and what you are looking for assistance with on your project."

If the prospective client does not answer and you go to voice mail, you could conclude by saying: "We look forward to hearing from you! Have a great day!"

□ Send an e-mail with the Client Lifestyle Questionnaire attached. The e-mail can read:

Dear (Prospective Client's Name):

I/We hope you have taken the time to log on to our website and read through the About Us section as well as our Testimonials. This should give you a clear idea of how we work with our clients and what to expect during the design process. I/We should also mention that the minimum investment to engage our services on a project is \$_____ (*insert your minimum fee*), so you may want to review your budget before we connect.

I/We also ask that all prospective clients begin an idea folder on Houzz.com after we set up our call time and invite me/us to view the folder. You can make notes on the images about what you like and the spaces in which you see inspiration. This allows me/us to see your taste and style so that we can have a more informed discussion and make the best use of our time together.

Last, would you kindly fill out the attached Lifestyle Questionnaire and e-mail it back to our team so that I/we can review your style, needs, and wishes for your new project.

If all of this resonates with you, please be back in touch once you have completed the above-referenced items, and we will be happy to set up a "get acquainted" call.

I/We look forward to speaking with you soon, (Prospective Client's Name)!

□ Spend time looking through the Houzz.com folder the prospect has put together.

GET ACQUAINTED CALL

Every "get acquainted" call is different, but the flow loosely follows this outline below:

- □ Introduce yourself and your company.
- Discuss exactly what it is that the potential clients are looking for your assistance with: a one-time consultation or a more long-term design solution?
- Discuss how you work (what you do on the project, the service packages you offer, how your fees are structured, etc.).
- Discuss the budget. You will have prequalified them in the e-mail you sent, but we advise addressing this matter again to be sure they are your ideal client(s).
- □ If you and the potential client(s) seem to have common ground and you feel you are a good fit for each other, then set up a date/ time to meet for your first in-person consultation.

MEETINGS

NEW CLIENT QUESTIONNAIRE EXAMPLE

(Your Logo Here)

Client Lifestyle Questionnaire

The purpose of this questionnaire is to help our design team have a better understanding of your goals, desires, and objectives for your project. We also feel that by completing this questionnaire, you will have a clear idea of your needs and you will be able to articulate them more succinctly. If you are uncertain of the answer to a question, simply leave it blank or make a note/ask a question and we will address it when we speak. We ask that you endeavor to be as specific as possible—clear communication will go a long way toward ensuring your vision is achieved.

Contact Information

Project Address

| Street Address | | |
|---|---|--|
| City | State/Province/Region | |
| Postal/Zip | | |
| Home Phone | | |
| | | |
| Client Name #1 | | |
| | | |
| E-mail | | |
| Client Name #2 | | |
| | | |
| | | |
| How would you prefer to be contact | ed? (Circle one) Home Phone, Cell Phone #1, Ce | ll Phone #2, E-mail |
| Who is responsible for project decisi | ions? | |
| Have you ever hired an interior desig | gner? If yes, when did this take place, and were | you pleased with the results and experience? |
| | | |
| | ne) Internet, Houzz.com, Referral, Other | |
| | | |
| | | |
| | | |
| | | |
| About Your Project | | |
| Project Type: (Circle all that apply) Nev | w Construction, Remodel, Design/Decorating | |

Project Investment: (Circle one) \$20,000-\$30,000 (our project minimum), \$30,000-\$50,000, \$50,000-\$100,000, \$100,000-\$250,000, \$250,000, \$500,000+, Other (please elaborate)

If other, please specify:

Project Square Footage: _

| What best describes your ideal timeline for your | oroject? (Circle one) Immediate | ely—I'm sitting on boxes!, W | /ithin 3 months, 3–6 months, |
|--|---------------------------------|------------------------------|------------------------------|
| Other | | | |

Rooms to be included in your project: (Circle all that apply) Entire Home, Entry Hall/Foyer, Living Room, Dining Room, Family/Great Room, Kitchen, Nook, Office/Study, Laundry Area, Powder Room, Master Bedroom, Guest Bedroom, Master Bathroom, Guest Bathroom, Home Theater/ Media Room, Lower Level/Basement, Outdoor Area

Enhancements being considered: (Circle all that apply) Furniture, Reupholstery, Flooring, Window Treatments, Window Replacements or Changes, Appliances, Plumbing Fixtures, Interior Paint, Exterior Paint, Wallcovering, Space Planning, Lighting, Artwork and Accessories

What best describes your style? (Circle all that apply) Traditional, Contemporary, Transitional, Eclectic/Mix, Formal, Casual

| Colors you like: |
|---|
| Colors you don't like: |
| What is your favorite room in your home? |
| Why? |
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| What don't you like about your current home? |
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| What part of your home do you use the most? |
| What part of your home do you use the least? |
| How long do you plan on staying in your home? |
| Are there any pieces of furniture or collections that must be worked into the new plan? Please explain: |
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| Do you need sun control from your window treatments? Please explain: |
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| |

Are there any technical needs associated with your project scope? (Circle all that apply) Computers, Wireless/DSL/cable, Home theater/surround sound, Music, Other

Your Family

List household members and requirements: _

Are there any physically challenged or elderly people living in the home? If yes, please explain any special requirements: ____

Household Pets and Special Needs: ____

Your Lifestyle

Our entertaining style is: (Circle one) Formal, Informal, Combination/both

Average number of guests: (Circle one) 1–6, 7–12, More than 12

Average guest age: (Circle one) Adults, Teenagers, Children, All ages

Entertaining preference: (Circle all that apply) Sit-down meals, Buffet-style meals, Watching TV/movies, Games/cards, Music

Do you have any hobbies/interests we should consider when designing your spaces? Do you need an area to accommodate your hobby?

Thank you for your input. Please e-mail this questionnaire back to us at (info@yourcompany.com). We look forward to speaking with you about your project!

Your Company Name Your Company Address Your Company Phone Number Your Company E-mail Address

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MEETINGS

INITIAL CONSULTATION CHECKLIST

The day before the meeting:

- □ Confirm the appointment time and date with the prospect. Ask that he or she respond via e-mail or phone as necessary.
- □ Review the Houzz.com files and your call notes to reacquaint yourself with the prospect's style, scope of work, etc.
- □ Leave extra time to get to the appointment. Do *not* be late!
- □ Be sure to charge all electronic devices.

Typically, the principal of the firm would attend the initial consultation, sometimes with a team member, oftentimes without. Be sure to bring the following to this first meeting:

- □ Camera (or smartphone that takes good-quality photos)
- □ Tablet with portfolio (This works really well when your portfolio is divided into different presentations by category.)
- Brochure to leave behind with a list of your services and a business card with all of your contact information
- □ Tape measure (for any quick measurements that you wish to take)
- □ Scale to measure drawings/architectural plans the prospect may have from the builder/architect
- □ Voice recorder (An iPad[®] can also be used for this and the information transcribed into a note, which makes writing the letter of engagement easier.)
- □ Notepad or tablet for taking notes (A tablet or phone app is a quick and easy way to take notes and immediately transfer them into an e-mail to send to other employees, contractors, etc.)
- □ Fan decks (for any quick references for color families or color consultations)

In the initial meeting, be sure to do the following:

- □ Determine the siting of the home. Where does the sun rise and set?
- □ Check the curb appeal and condition of the exterior before you ring the bell. The exterior can give you valuable information about the prospect's taste and style, lifestyle habits, etc.
- □ Walk through the entire home/apartment/office. Often, there are clues in areas not within the scope of work that will inform your design approach.
- □ Keep track of your time, especially if you are billing for the consultation.
- □ If you still think the prospect is a good fit, set up a date for your next meeting, to present the formal design proposal.

After the initial meeting:

- □ Write a short thank-you note to the prospect for inviting you into their home/apartment/office. Let the prospect know you will be creating a proposal for the project and that you look forward to meeting again soon.
- □ Transfer all your notes from your tablet to your computer and review them.
- □ Compose the design proposal. Sleep on it, and then review it again. A bit of time and some tweaking results in a more refined proposal. Print multiple copies for all parties to review.
- Download all photos from the initial meeting, and share them with your team. Label each photo by room/space.
- □ Get ready for your meeting to review the design proposal.

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The following is a list of elements to include in your proposal:

Date

Prospect name(s)

Current address

Future address (If different from current address)

Write a brief paragraph here describing your mission, what you will do for the prospect, and what the prospect can expect.

Entry Level

Describe what will be included in this package, which might be any of the following:

- □ Construction documents
- □ Drawings
- □ Elevations
- Conceptual drawings and sketches

Midrange

Describe this package. You may wish to include all services in the entry-level package and then add to the list using some of the following ideas:

- □ Installation coordination, direction, and supervision
- □ White-glove cleaning services upon completion of the project
- Problem resolution
- □ Purchasing management to include the following: Budgets, pricing, proposal, expediting, scheduling
- Punch list preparation and oversight
- Project coordination and management
- □ Meetings with general contractors and subcontractors
- □ Selection review with clients
- □ Product recommendations and specifications
- □ Selections
- Conceptual sketches and drawings
- Elevations
- □ Scope of work

Highest Tier:

Here you would include **all** elements from the entry-level and midrange service offerings but add perhaps turnkey service, art installations, organizer services, and/or host a wine and cheese party. It's a great networking opportunity and you can give guided tours. Hire help to prepare platters and serve drinks. You may want to include a housecleaning on the day of the party or a cooking lesson for the clients in their home. This is the package where you pull out all the stops.

- □ Outline your terms and conditions and your fee structure.
- □ Be sure to include tax applicable to your services.
- □ Have the clients sign and date the proposal.

MEETINGS

LETTER OF ENGAGEMENT CHECKLIST

Here is a list of items to include in your Letter of Engagement.

- □ A header/footer on every page with the client's name, the name of your company, and the page number
- □ A space for each party (designer/client A/client B) to initial at the bottom of each page

Scope of Services

- **Initial design:** Discuss what is included in the initial design phase, such as the following:
 - Palette of materials
 - Color recommendations
 - FFF&E

- Space plans/elevations (list each space)
- Window treatments
- Number of shopping days included

□ Interior specifications and purchase management services: Discuss what is included in this phase, such as the following examples:

FFF&E

- · Clause: Your services do not include responsibility for any-
- Receive any invoices and/or acknowledgments List frequency of job site visits when you will be

Refurbish existing pieces

Prepare purchase orders

there to check progress and quality of work

Place orders (upon approval and payment)

Fees and Expenses

- $\hfill\square$ Creative services fee (design fee), before the drawings for the project are started
- □ List of spaces for which drawings will be generated (Design fee is separate from other fees outlined in the Letter of Engagement.)
- □ Tax for service if applicable
- □ Number of drawing revisions included and fee for additional revisions
- Purchase management services: Outline what you are billing the client for (purchase management of FFF&E and services performed by any trade contractors) and how you will bill the client.
- Fees for accessories purchased at retail stores and/or AV components and consultation
- Restocking fees for orders that are canceled
- Independent purchasing clause
- Consultation services
- Disbursements/reimbursable expenses

Engagement of Third Parties

- □ Discuss other trades and professionals involved in all aspects of the project.
- □ Discuss how these services will be billed.

Limitation of Liability

Use a "hold harmless" clause in your Letter of Engagement.

Drawings and Specifications

- Drawings created are conceptual and are for design intent purposes only.
- □ The designer does not provide architectural or engineering services.

Termination

 Either party can terminate the Letter of Engagement with written notice, and each party is responsible for any outstanding obligations.

Other Matters

- The client will permit the designer to take any photos of the project for use in a portfolio or for other business purposes.
- □ The contract should be interpreted under the laws of your state and be subject to arbitration, not courts of law.
- The client is to sign and initial the Letter of Engagement on all pages and submit payment for the design fee/percentage of the project.

- Prepare preliminary budget
- thing structural, HVAC, plumbing, electric, or other mechanical systems installed or to be installed at the site.

Letter of Engagement References

SAMPLE LETTER OF ENGAGEMENT

YOUR LOGO GOES HERE

Date

Client Name Current Address New Address (If applicable) City, State, Zip

Interior Design Services – Terms of Engagement

The purpose of this letter is to set out the terms under which **YOUR FIRM** (the "Designer") is to provide interior design services to **CLIENT NAME(S)** for your home/apartment/offices.

SCOPE OF SERVICES

Initial Design: In this phase of the project (the "Initial Design Services"), we will discuss with you the scope of the project, your design ideas and color and style preferences, your budget, and any additional requirements you have for the project. Upon signing of the Agreement, we will conduct an initial design study, which shall include surveying and measuring the (LIST SPACES) in your home/office/ apartment.

We will then prepare for you a palette of materials to generally illustrate Designer's suggested interior design scheme (the "Design Concepts"), including color recommendations, interior finishes, and Merchandise (as defined below).

We will also prepare space plans to illustrate our recommendations for (LIST SPACES) and window treatments in (LIST SPACES). We will prepare elevation(s) for new built-in cabinetry for (LIST SPACES AND DETAILS OF LOCATIONS ON WALLS).

We have included ____ (INSERT #) shopping days for furniture selection. Also included in our scope of work will be ____ (INSERT #) trip(s) to the design buildings where Designers will source fabrics and other textiles and lighting to be used for the conceptualization of the project. We will meet with you at your home/office/apartment to review the options.

Interior Specifications and Purchase Management Services ("Purchase Management Services"): Upon your approval of the Design Concepts, Designer shall, as and where appropriate:

- 1. Select and/or specially design required interior installations and all required items of furniture, furnishings, custom cabinetry, hardware, floor coverings, ceiling treatments, window treatments, and accessories ("Merchandise"). When requested by you, the Designer shall prepare specifications for the refurbishment of existing pieces and new furnishings and shall liaise with third parties regarding such refurbishments.
- 2. Prepare and submit for your approval purchase orders for completion of interior installations and purchase of merchandise.
- 3. Upon receipt of your approval and appropriate initial payment (as described in "Ordering of Merchandise and Interior Installations" below), Designer will place orders for Merchandise and Interior Installations.
- 4. Receive all correspondence, such as acknowledgments, invoices, and shipping notices related to the project and shall promptly process all such information on your behalf and shall keep you apprised of any issues that arise. The Designer shall provide supervision in the installation of such furniture and furnishings.
- 5. Visit the location on a periodic basis, at your request, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with Designer's concepts. Constant observation of work at the location is not part of Designer's duties but Designer will be on-site for all major milestone installations at various phases in the project. If General Contractor or any of his trades request our presence at meetings, Designer will be on-site. If there are questions that arise on the job site, Designer will come to the site and address any issues. Designer is not responsible for the performance, quality, timely completion or delivery of any work, materials, or equipment furnished by contractors pursuant to direct contracts with you but will be your advocate and liaison and work with them to complete in a timely manner.
- 6. Preparation of preliminary budget after selections are made.

Designer's services shall not include undertaking any responsibility for the design or modification of the design of any structural, heating, airconditioning, plumbing, electric, ventilation, or other mechanical systems installed or to be installed at the location.

PH___BG___DG___

(NAME OF CLIENT) AGREEMENT Page 2

YOUR FIRM NAME

FEES AND EXPENSES

In addition to the Initial Design Fee, you agree to compensate the Designer for Purchase Management Services as follows:

- 1. _____ percent (__%) of the cost of merchandise, fixtures, furniture, built-in cabinetry, wall and flooring materials, and furnishings purchased by you, whether via designer showrooms, catalogs, or retail stores; and
- 2. _____ percent (__%) of the cost of all work or services performed by trade contractors and artisans recommended by the Designer.

This fee (the "Purchase Management Fee"), although calculated on the value of the items and the cost of services coordinated, is a fee for professional services rendered by the Designer and is not a commission. The Purchase Management Fee will become due and payable at the time you are required to pay for the underlying merchandise or service on a pro rata basis and shall not be refundable, even if the order is canceled, except in the case of the negligence of the Designer. The Purchase Management Fee for any canceled order will be credited against any replacement item ordered. All vendor discounts extended to the Designer for merchandise, furniture, and furnishings shall be passed on to you. The Purchase Management Fee shall be calculated without regard for any shipping, handling, applicable tax, delivery, and/or storage charges. Where you request the Designer's assistance in selecting accessories purchased at retail stores or audio/visual components, you agree to compensate the Designer at a rate of \$_____ per hour plus travel time for shopping and placement of such items in the home. You will be responsible for any restocking fees or penalties incurred as a result of the cancellation of an order by you except in the case of the Designer.

If you, independently of the Designer, purchase furniture, furnishings, or services based on the general design scheme as prepared by the Designer under this Agreement and have already asked Designer to search for said furniture, furnishings, or services on your behalf, you agree to pay the Designer for the time spent researching or shopping for such items at the Designer's hourly rate of \$_____.

Where you request consultation by the Designer, but the Designer is not acting as the agent/liaison in the purchase, you will be billed at the Designer's hourly rate of \$_____ plus travel time. These services may include meetings regarding work/progress of the general contractor or builder; telephone liaison with You or builder/contractor on general contracting items, in-home accessorizing of space on behalf of you, accessory shopping, electrical concerns such as switching, receptacles, etc. (**excluding** track and new recessed lighting, decorative pendants, ceiling fixtures, wall sconces, table and floor lamps **suggested by Designer**).

If the Designer needs to create any additional drawings, designs for cabinetry, or if additional space plans are requested, there will be an additional fee to be negotiated at that time with you.

Disbursements incurred by the Designer and their staff in connection with the project, shall be promptly reimbursed by you upon receipt of Designer's invoices. Reimbursements shall include, among other things, costs of messenger services made at your request, postage, express mail at your request, local and long distance travel, and the like.

Payments for services of the Designer shall be made upon receipt of presentation of a statement for services rendered. For fees delinquent more than thirty days from due date, a charge of 1.5% per month will be added.

You shall be responsible for payment of all state and local sales taxes on merchandise, interior installations, and design fees as applicable. The Designer shall collect the sales tax on all fees as part of regular monthly invoicing.

ENGAGEMENT OF THIRD PARTIES

Merchandise and interior installations specified by Designer shall, if you wish to purchase them, be purchased solely through the Designer, who will act as the agent in the sale. Designer may, at times, request you to engage others to provide merchandise or interior installations. The Designer will assist you in obtaining bids or negotiating proposals and in the awarding of contracts at your request. However, agreements with trade contractors will be entered into directly between you and such contractors and you shall be solely responsible for the payment of all fees to such contractors.

Should the nature of Designer's design concepts require the services of any other design professional, such professional shall be engaged directly by you pursuant to separate agreement as may be mutually acceptable to you and such other design professional.

ORDERING OF MERCHANDISE AND INTERIOR INSTALLATIONS

Merchandise and interior installations to be purchased through Designer will be specified in a written purchase order prepared by Designer and submitted in each instance for your written approval. Each purchase order will describe the item and its price to you (F.O.B. point of origin) ("Client Price"). The client price for each item of merchandise and interior installations is subject to the Designer's fee for services rendered in this phase of the project, as described in "Fees and Expenses" above. Designer shall provide supervision in the installation of merchandise and interior installations.

PH___BG___DG___

(CLIENT NAME) AGREEMENT Page 3

YOUR FIRM NAME

Once you have approved the purchase order in writing and have returned it to Designer with Vendor's required initial payment equal to fifty percent (50%) of the client price, Designer will place the order. The balance of the client price, together with delivery, shipping, handling charges, and applicable taxes, is payable prior to delivery to and/or installation at the Location or to a subsequent supplier for further work upon rendition of Designer's or vendor's invoice. Purchase orders for fabrics, wall coverings, accessories, antiques, and items purchased at auction or at retail stores will require full payment (100%) at time of signed proposal.

LIMITATION OF LIABILITY

You agree that the Designer shall not have any liability to you for any losses, claims, damages, liabilities, or expenses arising out of or relating to the project or the services to be rendered by the Designer under this Agreement unless such losses, claims, damages, liabilities, or expenses resulted directly from the gross negligence or willful misconduct of the Designer. Furthermore, you agree to indemnify and hold harmless the Designer against any losses, claims, damages, liabilities, or expenses to which the Designer may become subject arising out of or relating to the project or the services to be rendered by the Designer under this Agreement unless such losses, claims, damages, liabilities, or expenses resulted directly from the gross negligence or willful misconduct of the Designer.

The Designer shall not be responsible for any malfeasance, neglect, or failure of any contractor, vendor, supplier, or other service provider to meet their schedules for completion or delivery or to perform their respective duties, services, and responsibilities in a manner satisfactory to you.

DRAWINGS AND SPECIFICATIONS

Designer's drawings and specifications are conceptual in nature and intended to set forth design intent only. They are not to be used for architectural or engineering purposes. Designer does not provide architectural or engineering services.

TERMINATION

Either party may terminate this Agreement upon written notice to the other party. Termination shall be without prejudice to any and all other rights and remedies of Designer or you. In the event of termination by either party, you shall remain liable for all outstanding obligations owed by you to Designer and for all items of merchandise, interior installations, expenses, and other services on order as of the termination date and Designer shall remain responsible for completion of work and delivery of services for which you have previously paid.

OTHER MATTERS

You agree to provide Designer with access to the location and all information Designer may need to complete the project. It is your responsibility to obtain all approvals required by any governmental agency (permits) or otherwise in connection with this project.

At Designer's request, you will permit Designer or Designer's representatives to photograph the project upon completion for its own use and inclusion in the Designer's portfolio and for business purposes. The Designer shall not disclose the location or your name without your prior written consent.

In addition to all other legal rights, Designer shall be entitled to withhold delivery of any item of merchandise or the further performance of interior installations or any other services, should you fail to timely make any payments due Designer.

This contract shall be interpreted under the laws of the State of New York, without regard to its conflicts of law principles. Any controversy or claim arising out of or relating to this Agreement or breach thereof, shall be settled by arbitration in the city of the Designer's office, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and judgment upon award rendered by the arbitrator(s) may be entered in any court having jurisdiction hereof.

Neither Client nor Designer may assign their respective interests in this Agreement without the written consent of the other.

This Agreement represents the entire understanding between the parties concerning the particular project to which it refers and supersedes all prior negotiations, understandings, and agreements concerning the same. This Agreement may be amended only in writing, executed by both parties.

Thank you very much.

| Sincerely yours, | ACCEPTED & AGREED | | |
|----------------------------|-------------------|------|--|
| | | // | |
| NAME Principal Designer | CLIENT 1 | Date | |
| | | // | |
| | CLIENT 2 | Date | |
| | | | |

Figure 1.1 Residential Sample Letter of Agreement

Your Company Name

Company Address Company Phone Number info@yourcompanyname.com

Date

Client name and address

Re: project name and address

Dear Client,

The following is our proposal for Design and Architectural services as you have requested for the proposed (insert size and location of project).

INTENT

It is my understanding that you are requesting that we work in conjunction with you to fully develop and document for construction of the proposed scope of project (e.g., 30 unit residential development with ground-floor commercial).

DESIGNER'S/ARCHITECT'S RESPONSIBLITIES

Our proposed architectural design services are divided into the following 8 phases: Preplanning, Preliminary Schematic Design, Final Schematic Design, Design Development, Construction Documents, Bidding and Permitting, Construction Administration.

PHASE 1: PREPLANNING PHASE

The Designer/Architect will:

a. Review the preliminary program, site information, architectural plans, and/or other documents that pertain to the project site.

b. Review all relevant planning, zoning, building department, multiple dwelling law, landmarks, and other agency requirements which have bearing on the project.

c. Review proposed and potential building size, unit allocations, and associated zoning and planning department issues to help the owner determine and or confirm maximum and reasonable potential development parameters for the project.

d. Conduct field survey of existing structure and prepare measured drawings of existing conditions.

PHASE 2: PRELIMINARY SCHEMATIC DESIGN

The Architect/Designer will:

a. Produce diagrammatic/ schematic design and documentation for the proposed project, conforming to the guidelines established in Phase 1.

b. Meet with consultants (expeditor, structural engineer, mechanical, electrical, and plumbing engineer, and others as required) to establish design direction.

c. Meet with City of New York Department of Buildings personnel to review proposed design for plan consistency with all relevant City of New York Building Code parameters.

d. Meet with City of New York City Department of City Planning Staff, local community board, Landmarks Preservation Commission Staff, and others as pertinent to this project to review proposal and determine final requirements for approval of interpretive design features including building height, building setbacks, floor area ratios, and parking allocations.

PHASE 3: FINAL SCHEMATIC DESIGN

The Designer and Architect will:

a. Complete the preliminary/schematic design based upon the owner's direction and as required to meet with the final requirements of city agencies.

b. Provide drawings, computer models and other documentation as required to establish a clear description and understanding of the proposed design for client's review and approval.

PHASE 4: DESIGN DEVELOPMENT

Based upon the approved schematic design, the Designer and Architect will:

a. Provide drawings and other documentation as required to establish a clear description and understanding of the architectural, structural, mechanical and electrical systems, materials and other such aspects of the proposed project for your review and approval.

b. Propose finish materials for your review and approval.

PHASE 5: CONSTRUCTION DOCUMENTATION:

Based upon your approved Design Development documents, the Designer and Architect will:

a. Coordinate and direct the work of the project consultants including, but not limited to: expeditor, surveyor, civil, structural, mechanical, electrical, and geotechnical engineers in regards to the proposed building.
b. Create construction drawings including but not limited to: Site plans, floor plans, reflected ceiling plans, exterior elevations, building sections, interior elevations, and details as necessary to provide a clear description of the construction required to complete the proposed work.

c. Create schedules and specifications for the proposed project.

d. Cooperate with client's cost consultants, if any, in determining the cost of the proposed work.

PHASE 6: DEPARTMENT OF BUILDINGS APPROVALS AND BIDDING:

This phase involves the simultaneous activities of submitting documents to the Department of Buildings (DOB) and associated agencies for approval, and submitting documents to contractors for bids.

It is understood that obtaining DOB approvals is a multitiered and complicated process. The expediter and other consultants as required direct the Architect in this process. It is understood that the owner will employ an expeditor, lawyer, and real estate consultants whose responsibilities will be to expedite and coordinate all regulatory processes. The Designer and Architect will follow the directions of the owner's consultants and produce documents to support the required process-ing. **[Note: This is not usually an issue for single building development. It may be for multiple-unit housing.]**

The Designer and Architect will aid you in the solicitation of bids for the successful contracting for the construction of the proposed work. Three contractors will be solicited for bids.

It is understood that, depending on construction bids, changes to the plans may be required at this time.

PHASE 7: CONSTRUCTION OBSERVATION:

It is assumed that the standard AIA document: A-101, "Standard Form of Agreement Between Owner and Contractor", will be the basis of the contract between you and your contractor and or subcontractors. In that respect, we will aid you in the administration of the construction of the proposed structure as follows:

a. At your request, we will review and comment on your relations to the general contractor and/or subcontractors performing work on your building, including:

- 1. Construction and payment schedules
- 2. Applications and/or Certificates for payment
- 3. Change orders
- 4. Review of technical documents submitted by the contractors for review and approval, including: shop drawings for steel, cabinets, or other shop-built items; manufacturer's literature for specified items and samples

b. We will visit the site at intervals appropriate to the stage of the construction and report to you on the progress and status of the work. Our proposal includes weekly site visits for one hour per week for the duration of construction. Site visits beyond this number shall be billed on an hourly basis. c. We will endeavor to guard you against defects and deficiencies in the work and determine in general if the work is being performed in a manner consistent with the construction documents. However, we shall not be required to make exhaustive or continuous on-site inspections, nor shall we be required to have continuous representation on-site during construction. Also, the Designer and the Architect shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or safety precautions in connection with the work, as these are the responsibilities of the Contractor.

d. We shall report to you any deviations from the contract documents; however we shall not be responsible for the Contractor's failure to perform the work in accordance with the contract documents.

e. The Designer and the Architect shall have access to the work at all times whenever there is work in preparation or progress.

f. In reviewing requests for payments submitted by the Contractor, we will endeavor to provide you with an estimate of the progress of the work to date for your evaluation of the requests for payment.

g. The Designer and the Architect shall have the authority to reject work that does not conform to the contract documents.

PHASE 8: LETTERS OF COMPLETION, SIGN-OFFS, AND CERTIFICATES OF OCCUPANCY

This is the final phase of the project and is typically managed by the Expediter. This involves coordination of the Architect and design consultants, and the Contractor and subcontractors. Work includes final construction inspections, surveys, and final amendments to DOB documents.

OWNER'S RESPONSIBILITIES

The Owners agree to:

1. Provide the Designer and the Architect with a full architectural survey(s) from a licensed Surveyor, legal descriptions, and title reports as necessary to complete our work.

2. Provide the Designer and the Architect with the services of engineering consultants or specific design consultants when reasonably requested, including but not limited to: geotechnical, structural, mechanical, electrical, plumbing, civil, or other relevant engineering services; kitchen design consultants; lighting designers; landscape designers or architects; or similar specialties.

Provide the architect with structural, mechanical, geotechnical or other such tests and inspections as may be necessary.
 Provide all legal and insurance services that may be necessary for the project to meet your needs and interests.
 Keep the Designer and the Architect informed of any relevant issues concerning the successful completion of the project.
 Keep the Designer and the Architect informed of any faults or defects in the project that you may discover, including any errors, omissions, or inconsistencies in our documents or service.

CONSTRUCTION COST

 The construction cost shall be the total cost of all elements of the project designed and specified by the Designer and Architect and shall include costs of management or supervision of construction, but shall not include design costs (the Architect, engineering consultants, or other consultants), nor cost of property acquisition.
 Evaluations of the project budget represent the Designer/Architect's best judgment as a design professional. It is understood that neither the Designer, Architect nor the owner has control over the cost of labor, materials, equipment, or market nor negotiating conditions which may affect the cost of the work. Therefore, we make no warranties that bid or negotiated prices will not vary from your proposed budget.

USE OF DOCUMENTS

Drawings, specifications, and other documents of service that we prepare shall be used solely for this project. The rights to these documents remain ours.

DISPUTE RESOLUTION

Any claim, dispute, or other matter in question, unresolved by common agreement shall be subject to mediation as a condition precedent to arbitration. Arbitration shall be in accordance with the rules of the American Arbitration Association.

TERMINATION

This agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this agreement through no fault of the party initiating the termination. You may terminate this agreement with not less than seven days' notice at your convenience and without cause. In the event of termination, which is not the fault of the architect, the Designer and Architect shall be compensated for all services performed to the date of termination.

ADDITIONAL PROVISIONS PROPOSAL: (Insert Owner & Project Name)

1. The Owner, the Designer and Architect, respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party to this agreement. Neither the Owner nor the Architect shall assign this agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the project.

2. This represents the entire agreement between us and may be changed only by written agreement by both parties.

3. The Designer and Architect has no responsibility for the discovery, handling or removal or disposal of, or exposure of persons to hazardous materials or toxic substances at the project site.

4. The maximum financial liability that the Designer and Architect may be held responsible for in regard to work performed under this contract shall not exceed the maximum fee paid to the Designer and Architect.

PAYMENTS AND FEES

Our proposed fee for the services described above is 18% of cost of construction/a maximum not to exceed cost of \$xxx,xxx.xx. (Insert your company name) will bill the owner on an hourly basis against this maximum. If a previous phase is billed below the maximum stated, that portion remaining may be allocated to subsequent phases. If earlier phases are exceeded, this may be deducted from subsequent phases. In no event shall the total maximum hourly fee billed exceed \$xxx,xxx.xx without owner's approval based on the scope of work outlined in this proposal. Our hourly billing rates are described below. All amounts shown are maximum not to exceed values.

| | Phase | Percentage | Fee |
|---|-----------------------------|------------|-----|
| 1 | Preplanning | 2% | |
| 2 | Preliminary Schematic | 5% | |
| 3 | Final Schematic | 8% | |
| 4 | Design Development | 20% | |
| 5 | Construction Documents | 40% | |
| 6 | Approvals/Bidding | 10% | |
| 7 | Construction Administration | 10% | |
| 8 | Completion | 5% | |
| | | | |

We will bill hourly based upon these estimates. Our hourly rates are listed below.

Additional work:

Work outside of that described above shall be billed on a time and material basis. Our hourly rates are: Principal Designer \$150.00/hr. Architect or Job Captain \$90.00/hr. Draftsman \$60.00/hr.

Changes in Scope of Work.

Design is a process of constant refinement. It is understood that design changes are expected during phases 1, 2, and 3. Changes during this period are generally included in the estimated fee. However, significant changes made by the Owner to agreed-upon direction, or that result from significant changes in program, project scope, or budget, are subject to fees for additional services. Design changes made by the owner commencing with Design Development (Phase 4) will result in fees for additional services. Should the owner's requested changes result in hourly billings exceeding the maximum fee established in the fee structure listed above, the owner shall be billed as additional work beyond that maximum.

Reimbursable Expenses:

Over and above the stipulated contract sum, the owner will reimburse (Insert your company name) for the following expenses at cost plus 15%:

1. CAD plotting of drawings @ \$12.00 per sheet (except those for house coordination)

2. Blueprinting and reproductions (except those for house coordination)

3. Long-distance phone calls

4. Messenger and delivery services

5. Travel @ \$0.50/mi. plus parking

6. Renderings and models

7. Professional liability insurance dedicated exclusively to this project

Total reimbursable expenses for a job of this generally amount to approximately \$2,000.

PAYMENTS:

1. (Insert your company name) will bill the Owner solely based upon direct expenses and our hourly billing rates, outlined above, during the development of the project.

2. Payments are due upon presentation and are considered past due after 10 days. Payments delinquent for more than 30 days will be charged interest at 1 1/2% per month. (Insert your company name) reserves the right to terminate this agreement, upon giving a written notice, if payments are delinquent for more than 60 days past the invoice date.

3. In the event that the Owners elect to suspend the project, or if the owner's do not maintain progress such that there is no progress for more than 6 months, then this agreement shall be reestablished and updated as required.

4. In the event that the Owners elect to terminate the project, or if the project is terminated due to circumstances unrelated to the architect's performance, then the Designer and Architect shall be compensated in full for services performed prior to termination, together with reimbursable expenses then due.

SCHEDULE:

1. It is understood by all parties that time is a critical component of this Agreement.

2. The Designer and Architect agree to make every reasonable effort to meet the Owner's stated schedule.

3. It is understood by all parties that the work of others, beyond the immediate control of the Designer and/or Architect, may affect the timely completion of documents. The Designer and Architect cannot be held responsible for the timely completion of work by other consultants.

Commencement Date of Work shall be the date when all required information for the successful completion of the work described above is with the Designer and Architect. Required information includes, but is not limited to:

a. Updated soils and geotechnical reports.

b. Updated architectural survey, complete with easements, and utilities.

c. Owner's description of the project, and approved programming document.

d. Retainer fee of \$xx,xxx.xx

Agreed this day, _____

By:

Meeting and Survey Materials

I believe that the Meeting and Survey Materials Checklist is one of the most important checklists our firm has created. How many times have you or a member of your team arrived at a job site to survey and discovered that you neglected to bring one very important tool? I would cringe when this happened, as it meant that someone would have to return to the site, wasting both travel time and productive billable hours. No doubt you can relate to this.

Meeting notes have been a savior for us. We can always refer to the history and be reminded of tasks that may otherwise slip through the cracks. Years ago I began to bring an assistant or a junior designer with me to meetings so that I could be totally present and engaged with the client and not worry about missing a function, a wish list item, or a detail. Until recently, notes from meetings would be taken manually and then typed up and e-mailed to the team and the client within 12 to 24 hours of the meeting so that we could respond to the tasks at hand. Now I suggest that you record the meeting on a smartphone or tablet, or take notes on a tablet during the meeting, so that you do not have to rewrite everything, reducing the hours you spend on double-tasking. Once meeting notes are completed, action items may be recorded in your preferred project management software tool. We recommend Basecamp[®], Asana, or TeamworkPM[™] project management software to better more awareness for your team on who is responsible for individual tasks and follow up and create better accountability practices.

We have also created a "toolbox" of items that we always have with us. We suggest using a clear, zip locked pouch (you can purchase these at an office supply store with a scale and compass inside), as it makes it so easy to find the items you need at a glance. We have become superefficient with our toolbox, and it has been a lifesaver on many occasions. Figure 1.3 shows an example of a toolbox.

I strongly recommend that every designer carry a high-resolution pocket camera or a smartphone so that they can take good quality photos during the meeting. Our designers do this using tablets and/or smartphones. I use an app called Photogene® to make notes on the photos on-site so I have everything I need in one place. Documenting the conditions from the onset allows you to accurately recall and quote a particular space, detail, or the like. I suggest that you start on a large window wall when taking photos and work clockwise around the room so that later you will be able to identify your photos and match them to room elevations. You may wish to label the photos as east, west, north, or south elevations to make it easier for team members to use the information.

Documenting existing furnishings and fixtures is also of key importance. Many times, clients want these pieces out of the way so they disappear to a warehouse during renovation and the client fails to communicate that to you. Having the relevant measurements and photos from the outset is critical to achieving a successful outcome with repurposing in a project.

One of the key components of a successful delivery is making sure all pieces ordered will fit through elevators, door openings, hallways, stairwells, and so on. *This is critical!* We offer a suggestion: Take detailed measurements of these areas even if you are not designing that space. Any traffic pattern that impacts a delivery must be noted. We generally take these measurements on day one of the survey. The specifications checklists for upholstery, case goods, cabinetry, and appliances provided in subsequent chapters will help you do a thorough access measurement prior to placing an order.

As a project moves forward, there will be a series of meetings for you and your team members to attend. The final section of the Meeting and Survey Materials Checklist provides notes and tips on documenting a successful meeting.

MEETING AND SURVEY MATERIALS CHECKLIST

BEFORE MEETING

MEETINGS

For every survey (and subsequent meeting), you should come prepared with the following materials. We suggest that you have these items in your dedicated bag at all times in case a situation arises for which you might need any of these tools. That way, you will never have to scramble to find things.

- □ Tape measure/measure gun/measure App
- □ Architectural scale
- □ Masking or painter's tape
- □ Packing tape
- □ Utility, matte, or Olfa[®] knife
- □ Sharpie[®] markers
- □ Smartphone or Camera and camera cord

- □ Flash drive
- Notebook and tracing paper
- Pen and pencil with eraser
- □ Furniture glides
- □ Furniture markers
- Printouts of drawings
- Computer or tablet

During Meeting

At every meeting/initial survey appointment, you should be prepared to do the following:

- □ Take meeting notes and e-mail them to your supervisor and other team members.
- □ If an item requires measuring at the home (for clearance, for window treatments, etc.) take measurements on-site before the end of the meeting.
- **Be sure to take photos and measurements of any existing furniture that will be repurposed.** (Get a few photos of different views of each piece of furniture.)
- □ Always take elevation photos of windows and existing window treatments for reference.
- □ Take progress photos of rooms and areas being renovated to document the project.
- □ Take photos of any areas you need to document for damage repair, new work, etc. Always be sure to include photos of architectural and electrical details.
- □ If you or the client references a problem or damage to something already installed or delivered, document it in your meeting notes and by taking photos so you can contact the manufacturer with the necessary information.
- □ If a delivery is scheduled, follow the Delivery Protocol Checklist (see Chapter 6—Residential and Contract Renovations).

Meeting Notes Should Include the Following

- Date, time, and duration of meeting
- □ Topics/overview list
- □ Name of person who recorded the notes
- **Fabrics or furnishings selected with item/color numbers, finish selections, etc.** (Order a set of samples of all the fabrics for the client and a second set for the firm for reference.)
- □ Any necessary measurements of furniture and/or clearances
- Anything that the client is newly interested in having specified and any specific details about how the client wants that item to look (finish, style, etc.)
- □ Any items selected and for which the client is ready to place an order
- □ Any items that you need to discuss with the GC, lighting designer, cabinetmaker, etc.
- □ Any questions that the client has for the manufacturer of an item (cleaning instructions, etc.)
- □ Tasks moving forward/dates due/who is responsible
- Next meeting date and topics to discuss at next meeting

Meeting and Survey Materials References



Use a small clear plastic bag with a zipper closure as your toolbox. This keeps your items in one place, its transparency enables you to see through to your items which will ensure that you know the contents of your toolbox at all times and can easily access each item.

Always bring a scale with you so you can easily read your drawing measurements.





It's a good idea to bring along a roll of packing tape. You never know when you will need it. You may need to repack a box to be sent back to a company as a return.

You should always carry a pack of felt furniture glides, especially on delivery days, to put on the bottom of any chair and/or furniture legs to protect the floor.





It is a good idea to bring along furniture markers on delivery days. They are a quick fix for discoloration of furniture or even small scratches. They can really save the day!

MEETING NOTES EXAMPLE

2/24/14 - MEETING: SMITH RESIDENCE - 11am to 1pm

In Attendance: Client(s) Name(s), Phyllis Harbinger – DCI, Charity Turner – DCI, Marcie Meyer – DCI, and the Cabinet-maker Meeting Recorded by Marcie Meyer-DCI

General

• Phyllis presented 2 Contractor bids; Client selected Carmine

Hall Bath

- Phyllis presented 3 bathroom drawing iterations for client to select from; Client chose drawing P-3
- Phyllis presented bathtub selections Client would also like to include the bathtub she had selected on Houzz
- Polished chrome to be specified for all fixtures
- Specify handhelds in addition to shower head (Phyllis commented that she is against a rain head in ceiling)
- Specify a tub filler with a handheld
- Specify under-mount sinks
- Determined that both faucets will be deck mounted TBD if single or double

Master Bath

- Polished chrome to be specified for all fixtures
- Specify handhelds in addition to shower head (Phyllis commented that she is against a rain head in ceiling)

Dining Room

- Approved built-in cabinetry designs.
- Looked at chair selections. Clients like the model A side and arm chairs from Baker, Style #2031 and are ready to place an order for two arm chairs and four side chairs.
- Narrowed arm chair fabrics to two choices:
- Kravet-11846-04 (54" wide vertical repeat 0" horizontal repeat 0")
- Robert Allen-Night-Fog (55" wide vertical repeat 0" horizontal repeat 0")
- Selected side chair fabric
- Kravet-27968-8 (54" wide vertical repeat 1.5" horizontal repeat 1.5")

Action Items:

- Phyllis to get quote from cabinet-maker (within a week)
- Marcie to add bathtub that client had selected on Houzz to client project file
- Charity to search for hardware for dining room cabinetry

Next Meeting:

• A shopping trip has been scheduled at Klaffs for Thursday, 3/6/14 @ 10am where clients will make their selections for tile, plumbing, and lighting.