

INSTRUCTION SHEET

FOR ASID DOCUMENT ID100, STANDARD FORM OF AGREEMENT
FOR INTERIOR DESIGN SERVICES—1994 EDITION

A. GENERAL INFORMATION

1. Purpose

ASID Document ID100 is a standard form of agreement between Owner and Designer intended for use on interiors projects where services are divided into five phases: Programming, Schematic Design, Design Development, Contract Documents and Contract Administration.

2. Related Documents

ID100 is intended to be used in conjunction with ASID Document ID320, General Conditions of the Contract for Furniture, Furnishings and Equipment, which it incorporates by reference.

ASID Document ID100 is one of eight documents published by The American Society of Interior Designers for use on interior design projects. The other interiors documents are:

- ID300 Owner-Contractor Agreement for Furniture, Furnishings and Equipment
- ID310 Abbreviated Owner-Contractor Agreement for Furniture, Furnishings and Equipment
- ID320 General Conditions of the Contract for Furniture, Furnishings and Equipment
- ID325 Guide for Interiors Supplementary Conditions
- ID330 Instructions to Interiors Bidders
- ID110 Abbreviated Form of Agreement for Interior Design Services
- ID120 Contract for Professional Services—Residential Long Form

3. Letter Forms of Agreement

Letter forms of agreement are generally discouraged by ASID, as is the performance of a part or the whole of professional services based on oral agreements or understandings.

4. Use of Non-ASID Forms

If a combination of ASID documents and non-ASID documents is to be used, particular care must be taken to achieve consistency of language and intent. Certain owners require the use of owner-contractor agreements and other contract forms which they prepare. Such forms should be carefully compared to the standard ASID forms for which they are being substituted before execution of an agreement. If there are any significant omissions, additions or variances from the terms of the related standard ASID forms, both legal and insurance counsel should be consulted. Of particular concern is the need for consistency between the Owner-Designer Agreement and the anticipated General Conditions of the Contract for Furniture, Furnishings and Equipment in the delineation of the Designer's Contract Administration Phase services and responsibilities.

5. Uniform Commercial Code

Designers providing administration of contracts for furniture, furnishings and equipment should become familiar with the provisions of the Uniform Commercial Code (UCC) which may apply to those contracts. Most states have adopted a version of the UCC, Article 2, which applies to the sale of goods. The UCC, among other things, supplies by statute, certain terms that may not be expressed in a transaction.

An assumption underlying ID100 is that the UCC does not apply to the Owner-Designer Agreement. However, the Designer's role during the Contract Administration Phase has been adapted to take account of the UCC's applicability to the Contract for Furniture, Furnishings and Equipment. Because *receipt*, *inspection* and *acceptance* are activities of the buyer (that is, the Owner) under the UCC, Subparagraph 2.6.12 states that the Designer's duties shall not include these activities. In addition, because *rejection* is a remedy of the buyer, the Designer is not authorized to reject Work under Subparagraph 2.6.19, but merely to recommend rejection of nonconforming Work to the Owner.

6. Arbitration

This document incorporates ARBITRATION by adoption of the Construction Industry Arbitration Rules of the American Arbitration Association. Arbitration is BINDING AND MANDATORY in most states and under the federal Arbitration Act. In a minority of states, arbitration provisions related to future disputes are not enforceable, but arbitration is enforceable if agreed to after the dispute arises. A few states require that the contracting parties be especially notified that the written contract contains an arbitration provision by: a warning on the face of the document, specific placement of the arbitration provision within the document or specific discussions among the parties prior to signing the document.

Arbitration provisions have been included in most ASID contract forms in order to encourage alternative dispute resolution procedures and to provide users of ASID documents with legally enforceable arbitration provisions when the parties choose

to adopt arbitration into their contract. Individuals may, however, choose to delete the arbitration provisions based upon their business decisions with the advice of counsel. To obtain a copy of the Construction Industry Arbitration Rules, write to the American Arbitration Association, 140 West 51st Street, New York, NY 10020.

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B. CHANGES FROM THE PREVIOUS EDITION

1. Format Changes

Former Article 1, Designer's Services, has been subdivided into three new articles. All provisions dealing with payments to the Designer, including Direct Personnel Expense, Reimbursable Expenses and Designer's Accounting Records, have been consolidated and moved to the end of the document.

2. Changes in Content

ASID has adopted a new numbering system for its Documents. The Standard Form of Agreement for Interior Design Services, previously identified as ASID Document B171 is now identified as ASID Document ID100.

The revisions incorporated in the 1994 edition of ID100 were made in consultation with representatives of The American Institute of Architects. Other significant differences in content between this edition and the 1977, Revised 1983 Edition of B171 include the following.

Article 2: Scope of Designer's Basic Services

Subparagraph 2.2.3

As part of Basic Services, the Designer will assist the Owner in the preparation of the budget and the Project schedule.

Subparagraphs 2.3.5, 2.4.5, 2.5.3 and 2.5.6

The term "Statement of Probable Project Cost" has been changed to "preliminary estimate of the Cost of the Work" to simplify and clarify the terminology of the document.

Subparagraphs 2.5.1 and 2.5.6

Consistent with the recommendation noted below concerning the direct engagement by Owner of professional consultants, subparagraph 2.5.1 provides that in the Contract Documents Phase, to the extent required by law, the services relating to the preparation of construction documents shall be performed by qualified architects contracted for directly by agreement between Owner and architect. In subparagraph 2.5.6, the Designer agrees to assist, to the extent permitted by law, in awarding and preparing contracts for interior construction.

Subparagraph 2.6.2

The administration of contracts for interior construction, if provided by the Designer, shall be governed by separate contractual arrangements unless otherwise provided in Article 12.

Subparagraph 2.6.21

Preparation of Change Orders and Change Directives by the Designer is a Basic Service, but preparation of supporting documentation and data is now an Additional Service.

Paragraph 2.7

As part of Basic Services, the Designer will exchange information with the Owner's consultants. It is recommended that the services of professional consultants for architectural, structural, mechanical and electrical engineering portions of the project be contracted for directly by agreement between Owner and professional consultant.

Article 3: Additional Services

Subparagraph 3.2.2

Provides that the duties, responsibilities and limitations of authority of Project Representatives shall be described as provided for in Article 12.

Travel by the Designer for the purpose of evaluating furniture, furnishings and equipment is now included among Optional Additional Services. If the Designer is to purchase furniture, furnishings and equipment on behalf of the Owner, such services are required to be set out in a separate exhibit to the Agreement.

Article 6: Use of Designer's Drawings, Specifications and Other Documents.

It is noted that documents prepared by the Designer in addition to the Drawings and Specifications are also the property of the Designer, who retains all common law, statutory and other reserved rights.

Article 11: Basis of Compensation

A new provision has been added to indicate when payments are due and payable. The multiple versions of the Basis of Compensation article have been eliminated in favor of a single article; language for use in adapting it to various different bases of compensation is contained in Section C of this Instruction Sheet.

C. COMPLETING THE ID100 FORM

1. Modifications

Users are encouraged to consult an attorney before completing an ASID document. Particularly, with respect to contractor's licensing laws, duties imposed by building codes, interest charges, arbitration and indemnification, this document may require modification with the assistance of legal counsel to fully comply with state or local laws regulating these matters.

Generally, necessary modifications may be accomplished by writing or typing the appropriate terms in the blank spaces provided on the form, or by supplementary conditions, special conditions or amendments referenced in this document. The form may also be modified by striking out language directly on the pre-printed form. Care must be taken in making these kinds of deletions, however. Under NO circumstances should pre-printed language be struck out in such a way as to render it illegible (as, for example, with blocking tape, correction fluid or X's that completely obscure the text). This may raise suspicions of fraudulent concealment, or suggest that the completed and signed document has been tampered with. Handwritten changes should be initialed by both parties to the contract.

It is definitely not recommended practice to retype the standard document. Besides being outside the limited license for reproduction granted under these Instructions, retyping can introduce typographical errors and cloud the legal interpretation given to a standard clause when blended with modifications.

Retyping eliminates one of the principal advantages of the standard form documents. By merely reviewing the modifications to be made to a standard form document, parties familiar with that document can quickly understand the essence of the proposed relationship. Commercial exchanges are greatly simplified and expedited, good-faith dealing is encouraged, and otherwise latent clauses are exposed for scrutiny. In this way, contracting parties can more fairly measure their risks.

2. Cover Page

Date: The date represents the date the Agreement becomes effective. It may be the date that an oral agreement was reached, the date the Agreement was originally submitted to the Owner, the date authorizing action was taken or the date of actual execution. Professional services should not be performed prior to the effective date of the Agreement.

Identification of Parties: Parties to this Agreement should be identified using the full address and legal name under which the agreement is to be executed, including a designation of the legal status of both parties (sole proprietorship, partnership, joint venture, unincorporated association, limited partnership or corporation [general, closed or professional], etc.). Where appropriate, a copy of the resolution authorizing the individual to act on behalf of the firm or entity should be attached.

Project Description: The proposed Project should be described in sufficient detail to identify (1) the official name or title of the facility or Project premises, (2) the location of the Project premises, if known, and (3) the size, capacity or scope of the Project, if known.

3. Article 11 - Basis of Compensation

Subparagraph 11.1

Insert the dollar amount of the initial payment and indicate the manner in which it is to be credited to the Owner's account.

Subparagraph 11.2.1

Sample language is provided below describing several methods of computing compensation:

Compensation-Stipulated Sum: "Compensation shall be a stipulated sum of _____ Dollars (\$ _____)."

Compensation-Percentage of the Cost of the Work: "Compensation shall be based on one of the following Percentages of the Cost of the Work as defined in Article 5:

For portions of the Project to be awarded under:

A single stipulated-sum contract:	percent (%)
Separate stipulated-sum contracts:	percent (%)
A single cost-plus contract:	percent (%)
Separate cost-plus contracts:	percent (%)”

Compensation-Area Fee: “Compensation shall be based upon an Area Fee computed at _____ Dollars
(\$ _____) per square foot of Project Area” (Define the Project Area.)

Compensation-Hourly Fee: “Compensation for services rendered shall be based upon the hourly rates set forth below:”
(Insert a list of personnel classifications and billing rates.)

Compensation may also be computed based upon a composite of the methods described above, or such other methods
Designer deems appropriate.

Subparagraph 11.2.2

For compensation based on Stipulated Sum, Percentage of the Cost of the Work or Area Fee, insert the percentages of total
payment payable for each separate phase of services. These percentages may vary with each Project and do not necessarily
have a direct relationship to the time and efforts of the Designer.

Because phases may overlap in time, these percentages have been expressed separately for each phase, rather than
cumulatively. This facilitates billing when services are being provided in more than one phase at a time.

Paragraph 11.3

Insert the basis of compensation for Project Representation Beyond Basic Services.

Subparagraph 11.4.1

If billing rates are used, insert titles or descriptions of different levels of staff and applicable hourly rates.

If a multiple of Direct Personnel Expense is used, insert: “Principals’ and employees’ time at a multiple of
(_____) times their Direct Personnel Expense.”

If a multiple of direct salaries is used, the term “Direct Salaries” should be substituted for Direct Personnel Expense above.

Subparagraph 11.4.2

Insert the multiple to be used to determine the cost to the Designer of Additional Services of consultants as defined in Article
3 or Article 12.

Paragraph 11.5

Insert the multiple to be used to determine the amount due the Designer, Designer’s employees or consultants for
Reimbursable Expenses as described in Paragraph 10.2 or Article 12.

Paragraph 11.6

Insert the percentage rate and basis (monthly, annual) of interest charges.

Paragraph 11.7

Insert the number of months beyond which the Designer shall be compensated for Basic Services on the same basis as for
Additional Services.

Article 12 - Other Conditions or Services

Insert provisions, if any, on additional phases of services, Additional Services, special compensation arrangements, other
consultants or any other conditions.

D. EXECUTION OF THE AGREEMENT

Each person executing the Agreement should indicate the capacity in which they are acting (i.e., president, secretary, partner,
etc.) and the authority under which they are executing the Agreement. Where appropriate, a copy of the resolution
authorizing the individual to act on behalf of the firm or entity should be attached.