

This article is a companion piece to our webinar by the same title and is provided courtesy of XL Group's Design Professional unit as an educational service to the design community. For additional information about our OnDemand webinars, visit [xldp.com/LearnMore/OnDemandWebinars](http://xldp.com/LearnMore/OnDemandWebinars).

**XL Group**  
Insurance



## Design Professional

When we conduct loss prevention and client educational sessions, the Design Professional team of XL Group is often asked, "I used my association contract. Why do I need to spend all this time on a scope of work? I know what needs to be done..."

The scope of work you develop for a project becomes a part of the contract itself. The contract determines how the work will be conducted, how disputes will be settled, and the payment terms and conditions, but the scope of work specifies what you will do on the project – the actual work you will perform. For many designers, especially those who have been working in the design sector for many years, this may seem like busy-work. After all, you already know what you need to do and how the elements of the project will fit together. Unfortunately, it is exactly this same intimate knowledge of the project process that trips up many designers as they take it for granted that the project owner knows exactly the same things. All too frequently owners and designers differ in their knowledge on what needs to be done.

### Know What Your Client Wants

Many designers take the client's published scope of work and adopt it as their own. Most project owners are not designers, and a scope of work developed in a purchasing department may leave huge areas of a project unaddressed. Likewise, a boiler-plate scope of work for a similar project in your back catalog may not address the specific site conditions or client needs on the current project you are addressing. It is imperative that your scope of work address the specific needs of the owner on this specific project.

Nailing Down  
the Scope  
(Without  
Screwing Up  
Client Relationships)

A decorative graphic on the right side of the page, featuring a green background with several concentric circles in a lighter shade of green, centered around a small solid green circle.

## Explain What Services Will Be Included

Designers need to explain what services will be included in their proposal. The services need to be explained in sufficient detail that the owner understands specifically what the designer will be doing and where the limits of those services end. You can break out the services separately from a description of the project by putting the services as a list in an appendix (“Appendix A – Services to be Provided”), but make sure you go over the services you will be offering with the client. If you plan to offer additional services as options for the owner, make sure to break them out as clearly additional and not vaguely included as a part of the primary scope. Ambiguous scopes-of-work are a primary factor in all four XL Risk Drivers, the non-technical causes of loss.



## Explain What Services Will Not Be Provided

Designers frequently describe what they will do on a project but gloss over work elements that need to be performed by others. This leaves the impression in an owner’s mind that the designer will be responsible for that work element. Break out specific elements of a project that will be performed by others and list them, then explain to the owner that these elements are not a part of the designer’s scope. These, too, can be included as an appendix (“Appendix B – Services Not Included By Designer”). Where these services will require separate contracts by the owner, the designer should make sure that the owner understands that these contracts are the owner’s responsibility. Where these services will flow through the designer to a sub-consultant, the designer needs to specify that they will administer the project element, but that the service will be performed by a sub-consultant.

## Make Sure Your Scope Meets The Owner’s Goals

Designers need to read through their scopes of work at each iteration of development and ask the question, “Does this meet the owner’s goals?” If an owner has a specific need to meet a schedule, has inflexible budget constraints, or has specific quality requirements, the designer should read through the scope of work to make sure each element of the scope contributes to meeting the owner’s goals. If elements are included that are extraneous or that might impinge on the goal, the designer must consider whether these elements are truly necessary.

Download [The Contract Review Checklist](#) from **XL Group’s Contract eGuide**. While you’re in the *Contract eGuide* take advantage of the advice provided in the *Professional Services Agreements: A Primer*.



### Contact

**Design Professional Insurance**  
30 Ragsdale Drive, Suite 201, Monterey, CA 93940  
Phone: 800 227 8533 x2102508

xldp.com

The information contained herein is intended for informational purposes only and does not constitute legal advice. For legal advice, seek the services of a competent attorney. Any descriptions of insurance provisions are general overviews only.  
XL Group is the global brand used by XL Group plc’s insurance subsidiaries. In the US, coverages are underwritten by the following XL Group plc insurance companies: Greenwich Insurance Company, Indian Harbor Insurance Company, and XL Specialty Insurance Company. Coverages not available in all jurisdictions.  
Information accurate as of Month, 2014

© 2014, X.L. America, Inc. All rights reserved.

is a trademark of XL Group plc companies