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Our Methods: An Addendum to our Agreement

1. After viewing our website, if the potential Client believes our design philosophy and previous work meets the needs for their project, we recommend that they call us to schedule a meeting for us to discuss and inspect their site. It's not only important for the Client to find our work and philosophies appealing at this time, but our personalities must also mesh with the potential Client. We believe that every project is unique and that we are all a team, working together for the best available finished product. References are available upon request.
2. Once the Client decides that Content Design Group is the right choice for their project, they can then request a proposal/contract to either be emailed or sent to them by mail. A meeting can then be set up to sign the contract and submit the retainer. If the Client wishes, they can also sign and fill out two copies, along with the required retainer and then mail or transmit to us for our signatures. We will return a signed copy to the Client and schedule the work to begin as our and their timetable allows.
3. All charges by Content Design Group are determined by an hourly fee of the required time to complete a job based on the Scope of Work in the Agreement, plus any fees required by Client approved consultants, billed at our cost, plus 15%.
4. **Design Services.** There are two basic design service packages available to potential Clients. Each package is tailored to allow for different Client/designer relationships and methodologies, which are reflected in the fee structure and the amount of the retainer required.

Design Service Package #1 (abbreviated design service) The Abbreviated Design option is tailored for Clients with a limited budget. The goal of this option is to minimize our total fee, without sacrificing good design. Content Design Group will limit the services that we provide, so the Client has a suitable design in place and the documents needed to get their project built, for the smallest possible fee. The documents provided will be less intensive than those offered in our Full Service Design option, but will be detailed enough and include the critical information needed for accurate pricing and permitting. We also suggest the Abbreviated Design option for contractors and developers.

The following list provides insight to what the potential Client should expect in regards to the Abbreviated Design Service Package:

Content Design Group will act as design consultants, and not a full service design firm.

Clients are the driving force for the project, providing detailed thoughts on program, needs, and design criteria. We work within the guidelines and program set by the Clients.

We will provide the Client with the minimum required documents for accurate pricing and permitting. Builder will be provided with critical dimensions, information, and performance specifications but not prescribed specifications with highly detailed drawings. It is assumed the builder will be more involved in product selection and seeing that the design intentions on the documents are carried through to the final product. We recommend that a builder be hired early on in the process.

In this option we expect the Client to take on a larger list of responsibilities, such as providing us with stricter guidelines and design criteria, materials and finishes selection, and greater management of the builder, meaning fewer site visits by CDG.

There will be more information shared and provided on site visits, but we will only visit when asked to be there, or when we deem necessary. This is directly related to cost savings passed on to the owner by fewer prepared drawings.

This service package often saves the Client money and usually ranges in fee from 4-6 percent of the construction budget. The more the Client definitively knows what they want, and the quicker that they are able to transmit that information, the less they spend on design fees.

Design Service Package #2 (full service design) In the Full Service Design option, Content Design Group provides a full scope of design and management services, including site visits and observation during the construction process. We expect to explore many different design options, and have numerous conversations with the Client about the criteria they have set forth for their project. Once a finalized design has been agreed upon, we will then provide a detailed, intensive set of construction documents and review any drawings that must be prepared by other consultants, such as engineers and cabinetry providers.

The following list provides insight to what the potential Client should expect in regards to the Full Service Design Package:

We will propose design solutions to the set of problems provided to us by the Client. The options are presented to the Client and they react to them. This back and forth continues until the design is settled.

We provide a very detailed set of construction documents and sketches that will provide the builder with all essential information needed to construct the structure, with the design intent that the Client has agreed upon fully intact.

We will review and research all drawings, documents, and shop drawings provided by others (consultants, engineers, cabinetmakers, etc.)

We consult with the Clients in all relevant matters throughout the totality of the project.

There is no limit to our site visits, and we will visit throughout construction as we deem necessary.

This service package allows for more design options and more control over the construction process by CDG to make sure that the design carries over into the final project and ranges in fee from 7-11% of the construction budget.

5. **Total fees.** The below section provides an estimation of our fees for typical projects, with the estimate based on percentage of construction costs.

New Buildings:

For simple designs on common feature sites using our **Abbreviated Design Package**, fees typically range from **4%-6%**.

For simple designs on common feature sites using our **Full Service Package**, fees typically range from **7%-9%**.

For more complex designs with more custom detailing, or unique site features and requirements, or necessary revisions to the drawings for “value engineering” after pricing, the fee for the **Abbreviated Design Package** ranges from **6%-8%**.

For more complex designs with more custom detailing, or unique site features and requirements, or necessary revisions to the drawings for “value engineering” after pricing, the fee for the **Full Service Package** ranges from **8%-11%**.

Renovations and Additions:

For simple renovations and additions requiring minimal kitchen or bathroom design using our **Abbreviated Design Package**, fees typically range from **7%-9%**.

For simple renovations and additions requiring minimal kitchen or bathroom design using our **Full Service Package**, fees typically range from **10%-12%**.

For more complex renovations and additions involving greater detailing or more in-depth kitchen and bathroom design, or more involved reworking of the existing building, the fee for the **Abbreviated Design Package** ranges from **9%-11%**.

For more complex renovations and additions involving greater detailing or more in-depth kitchen and bathroom design, or more involved reworking of the existing building, the fee for the **Full Service Package** ranges from **12%-15%**.

The complexity and detail of the design work needed for the required project is directly related to the hours spent preparing the necessary documents (specification, drawings, or renderings), thus the amount of fees charged. Custom millwork, custom finishes, intricate pattern layouts of floor and wall finishes, and highly designed lighting packages take more time to detail in the drawings and specification than simpler appointments.

Typically the larger the project is the smaller percentage our fee becomes. Essentially, a larger simpler home's percentage fee will be smaller than that of the fee for a complex smaller home, regardless of the chosen Service Package. Using that same logic, the percentage fee for a small complicated renovation will be higher than the percentage fee for a large simple addition or simple new construction.

In both Design Service Packages, any revisions, new design features, or changes to the scope of work requested by the Client during later design phases or the construction phase will be charged at our regular hourly rate. An estimate of the potential fee will be provided upon request.

In both Design Service Packages all direct communication costs are included in the fees. This includes faxes, express mail, postage, phone and reproductions for Client meeting and reviews. This does not include reproduction costs for the use of bidding, pricing, or construction. The Client will receive a full sized set of the Construction Drawings for their use and record.

6. **Billing Options.** We offer two different billing options for both service packages.

Billing Option #1 is to estimate the total time of the project, from beginning of the design until the substantial completion of the construction and divide the total fee for the design service package into bi-weekly payments due on the 1st and the 15th of each month. **Billing Option #2** is to bill once a month, usually on the 1st, relative to the percentage of the work completed in the current phase of the project at that time.

If you choose **Billing Option #1** and a payment is not received within 15 days of the date due, we reserve the right to stop work on your project until the total balance due is received.

Notification will be sent to you 5 days prior to us stopping work. CGD will not be responsible for any work that we have not personally observed at the site during work stoppage.

If you choose **Billing Option #2** and a payment is not received within 30 days of the date due, we reserve the right to stop work on your project until the total balance due is received.

Notification will be sent to you 7 days prior to us stopping work. CGD will not be responsible for any work that we have not personally observed at the site during work stoppage.

We will give Clients using **Billing Option #1** a 5% discount on our scheduled billed amount if we receive their scheduled payments on the 1st and 15th of each month, or before. This discount does not apply to payments made by credit card.

We will give Clients using **Billing Option #2** a 5% discount on our billed amount if we receive their payment within 10 days of our sending out the invoice. This discount does not apply to payments made by credit card.

We incorporate an online invoicing service that allows invoicing through email and online bill pay. We also accept payments applied by checks through the mail or delivery. If you would rather have your invoice sent through the mail so you have a hard copy, we will upon request.

7. **Initiating Work.** To begin work on a project we require the receipt of a retainer and two copies of the contract signed by the Client(s). We will return one copy with our signatures for the Client's records. For the **Abbreviated Design Package**, the contract becomes effective when a retainer of \$1000.00 is received from the Client. For the **Full Service Package**, the retainer shall be calculated as 10% of the overall fee per Schedule A, attached to this agreement.

After the contracts are signed and retainer check is received, the following steps are taken for:

Addition and Renovation Projects:

For either an addition or a renovation project, we must begin with a site visit. We will measure the "existing conditions" of the structure, document, and photograph all necessary spaces or items. If there are existing drawings we must still confirm their accuracy with on-site inspection. With the **Abbreviated Design Package** we will have a much clearer focus on critical measurements and items, where with the **Full Service Package** we are able to be more comprehensive with measuring and recording the existing structure.

After we have completed the "existing conditions" drawings, which are typically two dimensional plans and 3D massing models, we will send them to you for review.

- a. The Client should sketch upon and note the "existing condition" drawings with any and all thoughts, design ideas, and suggestions.

New Construction Projects:

For new construction an initial site visit is also required. We will photograph and document the site, again with the **Abbreviated Design Package** we will have a much clearer focus on critical views and objects, where with the **Full Service Package** we are able to be more comprehensive with documenting the site and views.

Both Addition and Renovation Projects and New Construction Projects:

- b. The Client is to make a prioritized list of all items that are needed or wanted, **The Wish List**.
- c. Client should gather images from magazines, books, of the internet with images of both **positive** and **negative** meaning for the project. Keep in mind these images do not have to have direct bearing on **your** project. These images can be details of particular projects, overall images that invoke a feeling (warmth, openness, spa-like), or snapshots of buildings

- that you have visited that interested you. Any drawings that you have executed in regards to your project are also very valuable.
- d. Client is to locate a survey of the property or have one made. If there is an existing septic tank sewer system and there is no municipal sewer system it is important that an “as-built” drawing of the system is required.
 - e. Client should begin gathering information on any contractors that they would like to bid on the project. We have trusted contractors that we have used on previous jobs, but it is always good for the Client to let us know of any that they would potentially like to use.

We will then schedule a meeting with the Clients to receive the above items (a-e).

After we receive the necessary items, we will then begin a zoning and code analysis to determine any site limitations on the project, including building height, setbacks, and lot coverage.

8. **Project Phases.** Both Design Service Packages are then initiated in the following phases:

Schematic Design Phase:

We will review the program furnished by the Client to determine the requirements of the project and will arrive at a mutual understanding of these requirements with the Client.

Schematic Design is initiated at a small scale, usually in simple diagrams documenting area relationships and three dimensional massing studies. It is important to realize that these are quick, “down and dirty” visualizations and it is just as important for us to hear any negative feedback that you have, just as it is imperative to hear any positive feedback.

In the **Abbreviated Design Package**, we normally present up to three initial solutions at the first presentation meeting. After hearing the Client’s feedback and requests, we will then prepare a new proposed design, taking into consideration all the information gathered, while adding detail to both the plan and the three dimensional massing study and then meet again. After this meeting we expect to have a good idea of the overall design intent and footprint of the project and will submit one final revision with any suggestions or revisions requested at that time. After this final meeting we will then move into the next design phase, Design Development. Any revisions needed to be made to the overall design intent or the scope of the project after this point will be billed at our hourly rate. An estimate of the potential fee will be provided upon request.

In the **Full Service Package**, we normally present up to six initial solutions at the first presentation meeting. After hearing the Client’s feedback and requests, we will then prepare up to two new proposed designs, taking into consideration all the information gathered, while adding detail to both the plans and the three dimensional massing studies and then meet again. After this meeting we expect to have a good idea of the overall design intent and footprint of the project and will submit one final revision with any suggestions or revisions requested at that

time. After this final meeting we will then move into the next design phase, Design Development. Any revisions needed to be made to the overall design intent or the scope of the project after this point will be billed at our hourly rate. An estimate of the potential fee will be provided upon request.

We will provide preliminary evaluation of the Client's schedule and construction budget requirements, in terms of each other. It is understood that neither Content Design Group nor the Client has control over the cost of labor, materials or equipment. We cannot and do not warrant or represent that bids or negotiated prices will vary from the Client's project budget or from any estimate of construction cost or evaluation prepared by Content Design Group

Design Development Phase:

Based on the approved schematic design documents and any adjustments authorized by the Client in the program, schedule or construction budget, we will prepare for Client's approval, design development documents consisting of drawings and other documents to fix and describe the size and character of the project as to architectural, structural, mechanical and electrical system, materials and any other elements that may be appropriate.

We will, if required by the Client, send out the documents prepared to this point along with a list of allowances for undetermined finishes and selections to a predetermined set of contractors for budget bidding. We will answer any questions and execute contractor walkthroughs.

The bid numbers that we receive from the contractors are used to give us the relative amount of the totality of the project and a value for each project system. These numbers will not be hard dollar amounts because they are non-binding estimates used for further design development and for possible narrowing down the list of contractors being considered for the job. This process can take from 3-4 weeks and can be bypassed if there is confidence in the budget amount, flexibility in the budget amount, or there are time limitations. By skipping this process the Client will save at least a month of time.

If the numbers we are seeing at this time are over the original budget set for the project the Client can either revise their budget or revise the scope of the project (square foot area, finishes, products, etc.), without any fee owed to us for the revisions.

Construction Document Phase:

Based on the approved design development documents and any further adjustments in scope or quality for the project or in the construction budget authorized by the Client, we will prepare for the Client's approval, construction documents consisting of drawings and specifications prepared by Content Design Group and structural drawings and specifications prepared by our consultants.

Bidding or Negotiation Phase:

We will, following the Client's approval of the Construction Documents and of the latest preliminary estimate of construction cost, shall assist the Client in obtaining final bids or negotiated proposals.

While analyzing the received bids, we will make any needed revisions to the Construction Documents, begin producing required shop drawings, and provide any large scale drawings needed.

The Client signs a contract with the selected contractor, keyed to our final revised set of construction documents and specifications.

Selected contractor obtains the building permit.

Construction and Design Implementation Management:

Before construction work begins, the contractor is required to review all of our drawings and specifications. The contractor should, at this time, ask any questions and point out any inconsistencies, errors, or ambiguities in our documents. Once all issues have been resolved, construction will begin.

In the **Abbreviated Design Package** we will visit the site as requested by the contractor or the Client, we expect these request to only be when it is absolutely necessary for us to visit, and the answer cannot be provided through photographs, drawings, email, or phone conversation. Other visits are likely to take place, but will not be scheduled.

In the **Full Service Package** site visits occur once a week, or are scheduled as work progresses as needed. Clients can be present but it is not mandatory.

Construction and Design Implementation Management gives Content Design Group the authority to act as the Client's representative. The Client's representative is given permission by the Client to make basic decisions for the project and to consult with the Client on more in depth decision and relay those decisions to the contractor. We will be present to answer questions and to confirm that the intent of our drawings is understood by the contractor.

We cannot guarantee that the work of the contractor is being done precisely to our specifications because we cannot be at the site at all times.

Construction and Design Implementation Management does not mean that we are "supervising" the contractor. The contractor is responsible for all "methods and means" of construction, determining how the project is built. We are there to show and provide the knowledge of what to build. It is the contractor's responsibility to meet all local and state building codes and requirements.

We are always available to answer any phone calls and email immediately. Clients will have the principals' cell phone numbers for their use.

In the **Full Service Package** we will review payment requests, calculate proposals, and review contractual documents between the Client and contractor as desired by the Client. However, we will act as advisors only, and cannot warrant that either party is in compliance with the particulars of their agreement.

Throughout the construction process we will be conducting a "punch list" with every visit. As we are close to substantial completion we will do a walk-through with the Clients and contractor to put together a final "punch list" of items needed to be finished.

As the Clients begin to move in we will send final invoice, and depending on which Billing Option is chosen, with the retainer deducted with the net balance owing.

The project is then photographed, used for our marketing purposes and then, if agreeable to the, hopefully published. All requests for anonymity are respected.

9. SERVICES NOT IN CONTRACT BASIC SERVICES. The costs of these services are not included in the total fees for the project unless otherwise noted below

We can assist you in obtaining any of the services below, but we must charge either at our normal hourly rate, or serve as a clearing house for subcontractors, charging a 15% surcharge on their billings that will be passed on to you.

- 1. Surveying.**
- 2. Subsoil analysis or engineering.**
- 3. HVAC Design/Energy Calculations.** Normally performed by Subcontractor. Any information required to be on the Construction Drawings for permit will be coordinated, supplied to us and recorded on the drawings.
- 4. Manual J and D.** Normally performed by Subcontractor. Any information required to be on the Construction Drawings for permit will be coordinated, supplied to us and recorded on the drawings.
- 5. Electrical Load and Riser.** Normally performed by Subcontractor. Any information required to be on the Construction Drawings for permit will be coordinated, supplied to us and recorded on the drawings.
- 6. Plumbing Load and Riser.** Normally performed by Subcontractor. Any information required to be on the Construction Drawings for permit will be coordinated, supplied to us and recorded on the drawings.
- 7. Truss Design.**
- 8. Civil Engineering.**
- 9. Garden or Landscape Design.** We will consult and assist, or help you retain a qualified landscape architect or garden designer.
- 10. Pool Design.** We will consult and assist, or help you retain a qualified pool designer or builder.
- 11. Shopping Services.** This service is included in the **Full Service Package**. We will help you find sources, but can only help facilitate those purchases. We are not responsible for any errors a supplier, general contractor, or cabinetmaker, etc. may make. Clients are the purchasers

of all goods and services, we only supply drawings for bid and assist the Client in making a decision. If a Client using the **Abbreviated Design Package** request shopping services we will provide them at our regular hourly rate.

- 12. Obtaining a Building Permit.** We will provide all necessary materials and we will assist you or the general contractor with forms, but we do not submit and walkthrough the permitting process.
- 13. Construction Supervision/Controlled Inspections.** We do not manage the construction of the Client's project, but we verify that to the best of our knowledge, the construction follows the design and specifications we have provided the contractor. The contractor is responsible for all data on costs and all estimates of time, and is responsible for the way the project construction sequence and timetable are planned and executed. We are the Client's agent and an objective voice and will direct the contractor to rectify errors that are contradictory to our plans and specifications at no added cost to you. It is the contractor's responsibility to meet all local and state building codes and requirements.