

[Generic Residential Proposal]

Proposal for OpeningDesign's Architecture & Engineering Services

FOR:

XXX
XXX
XXX
XXX

The following is a breakdown of services and phases we anticipate for your project.

Phases & Scope of Services

- **Phase 1 - Pre-Design & Programming**
 - Conduct building code analysis & summary
 - Measure and model/draft the existing conditions relative to the scope of work.
 - This proposal does not include a site survey. We assume a survey of the existing site will be supplied by a 3rd party.
 - Although one is not necessary in these earlier phases, it's best practices to supply an official survey as early as possible, as it assures the proposed design, as it is laid out on the site, is based on accurate information. It eliminates the potential for any surprises and rework further down the line.
 - Ideally, the survey will include:
 - building in relation to property lines
 - easements
 - utility locations
 - topographical elevations
- **Phase 2 - Schematic Design**

- At the beginning of this phase, we will take the agreed-on list of requirements and provide you a maximum of (2) design options. These design options will address varying approaches in the following criteria.
 - Functional relationship of the various spaces
 - Code restrictions/requirements
 - Structural considerations
 - Mechanical considerations
 - Major equipment locations
 - Plumbing considerations
 - Environmental factors
 - Daylighting
 - Existing site layout
 - System Furniture
- At the end of this phase, the developed design will be presented in the following formats
 - 3-dimensional renderings/animations
 - Examples...
 - <https://www.youtube.com/watch?v=eKLwbRPwYzE&t>
 - <https://www.youtube.com/watch?v=0bJeqpB7VnE&t-->>
 - Drawings
 - Floor Plans
 - Elevations
 - Building Sections

● Phase 3 - Design Development

- Here we will dial into one design by either refining one of the proposed designs and/or combining the desired aspects of the other design(s) proposed.
- Developed deliverables will include:
 - Site Plan
 - Floor Plans
 - Demolition plans
 - Elevations
 - Sections
- At the end of this phase we should have sufficient documentation to achieve any type of local zoning and/or site permits that may be necessary.
- At the end of this phase we will have enough documentation to share with a contractor to get preliminary budget costs. As they are preliminary, these estimates will most likely have a margin of error between 15% and 30% percent.
 - If necessary, we will help suggest qualified GCs to help with the estimates.

● Phase 4 - Construction Documents

- Out of all the phases listed in this proposal, the **Construction Document** phase is the most labor intensive. This is the phase where we dial into the exacting details of the design. We propose to provide the following drawings for your project.
 - Architectural
 - Code summary
 - Site plan
 - w/ topography, if elevations were supplied by surveyor

- Demolition plans
- Floor plans
- Roof Plan
- Building Sections
- Wall Sections
- Stair sections
- Schedules
 - Door
 - Window
 - Finish
- Structural
 - Floor plans with member sizes
 - Structural calculations

Please see the section called **Services not included** in the proposal below to determine if you would like us to include any of those services listed there.

Please note, the more detailed the construction documents are, the 1) the more accurate the GC's numbers will be and 2) the less surprises there will be as to what finally gets built. However, as one can imagine, the more detailed the drawings, the higher the design fees and the longer it takes to develop them.

In light of this, as with most construction projects we have worked on, our clients end up dialing into a balance. That is, spending *just enough* on design fees to get an estimate that is *just good enough*—with the understanding that some of the details will be worked out with the contractors and OpeningDesign along the way, and that there might be a few surprises, budgetary, or otherwise, that might pop up as well.

If, however, you prefer more thorough documentation, with less surprises, please let us know—as we will adjust this proposal in that regard.

- **Phase 5 - Bidding and Construction Contract Negotiation**

- If deemed necessary to get additional bids, will distribute bidding set to a predetermined list of GCs
- Answer GC & subcontractor's bid questions, issue clarifications
- Submit/manage any additional municipal plan reviews and/or permits

- **Phase 6 - Construction Administration**

- Site visits
 - Assuming 1 every 2 weeks
- Review/Respond to the following GC inquiries
 - RFIs (request for information)
 - Shop drawings and submittals
 - Material/Product substitutions
 - Change orders
- Develop punch list, if necessary

Services *not* included:

- Although **we can provide** the following services, we assume either they are not necessary or will be provided by a 3rd party via the GC or directly contracted through you. *Please let us know if you would like us to include any of the following.*
 - Finish Plans/Schedules
 - That is, Propose, select, and refine materials and finish options. Assuming finishes will match existing.
 - Small scale (3" or 6" = 1'-0") construction details
 - Reflected ceiling plan
 - Lighting layout and specification
 - Interior Design
 - Casework/Millwork elevations & details
 - small scale interior details
 - Civil Engineering
 - Landscape Design
 - Land Surveying
 - HVAC/Mechanical Design
 - Energy code check (COMcheck for example)
 - Electrical Design
 - Plumbing Design
 - Extensive Low Voltage Design
 - Audio/Visual Design
 - LEED Design
 - LEED Commissioning
 - Hyper-Realistic Renderings
 - Detailed Cost Estimation
 - Fire Alarm
 - Fire Protection (Sprinklers)
 - Food Service or Commercial Kitchen Design
 - Security
 - Signage Design/Layout
 - Acoustical Engineering Services
 - Geotechnical Engineering
 - Environmental Studies and Reports
 - Information Technology
 - Legal Survey
 - Closeout Record Documents
 - Testing and Balancing of Installed Equipment
 - Environmental Studies
 - Commissioning Services
 - Moving Coordination
 - Post-occupancy Evaluation/Studies
 - Maintenance and Operational Programming
 - Building Maintenance Manuals
 - Post-occupancy Evaluation
 - Furniture, Fixtures & Equipment (FF&E) services

- Extensive decorative finish studies
 - Art selection
-

Hourly Rates Relative to Workflow

Over the years, OpeningDesign has developed a preferred and unique way of working. Although our website's [about page](#) provides more detail, in a nutshell, most of our projects are [open source](#) and are conducted [out-in-the-open](#).

Simply put, this way of working allows OpeningDesign and [our extended team of global collaborators](#), to be more efficient—ultimately keeping costs down and bringing more value to our clients. Having said that, we understand some clients, for whatever reason, may have hesitations regarding this approach.

To address your potential concerns, if any, we would like to offer the following (3) workflow and fee options:

Approach A

- **Approach (A): A Fully Open Approach** where the construction documentation, location, and the names of the parties involved in this contract are known and are shared publicly. All of OpeningDesign's (and their consultant's) newly created documentation/content is [open source](#). That is, will be freely available to you, or any party, for future use, assuming the terms such as [Attribution](#) and [ShareAlike](#) are honored.
 - **Sample Projects**
 - We used this approach for a **Sport Complex** in Jefferson, WI, the files (CAD/BIM) of which can be found [here](#) and a log of communication that happened between the design team and general contractor, [here](#).
 - We also used this approach on a **Vacation Rental** project in Lake Geneva, WI. The (CAD/BIM) documents can be found [here](#) and the log of communication between the design team can be found [here](#).

Approach B

- **Approach (B): An Anonymous Open Approach** where all newly created documentation is shared publicly, however, the project location and the names of the direct or indirect clients, are kept anonymous. Again, similar to approach (A), all of OpeningDesign's (and their consultant's) newly created digital documentation/content is [open source](#).
 - **Sample Project**
 - We used this approach on an office/warehouse facility here in southern Wisconsin, of which the (CAD/BIM) files can be found [here](#).

Approach C

- **Approach (C): The Traditional Approach** where all documentation, and clients involved, remains confidential and private. Per industry norm, the architect and the architect's consultants are deemed the authors and owners of their respective Instruments of Service, and they retain all common law and statutory rights, including copyright.

- Please note, no matter which approach (A, B, or C) is used above...
 - Any documentation from parties outside this contract, and/or shared with OpeningDesign **prior** to the signing of this contract, **WILL NOT** be shared publicly.
 - Any prior emails, or any emails between you, OpeningDesign, or any other

parties during the duration of the project, **WILL NOT** be shared publicly.

- Also, we will not make public anything that you explicitly indicates should be kept private.

Not-to-Exceed Fee Proposal Options (A, B, or C):

%	Phase	Approach (A)		Approach (B)		Approach (C)		Estimated Duration
		Rough % of Const. Costs	Not-To-Exceed	Rough % of Const. Costs	Not-To-Exceed	Rough % of Const. Costs	Not-To-Exceed	
10.00%	Phase 1: Pre-Design & Programming	0.6%	\$840	0.7%	\$980	0.8%	\$1,120	2.0 wks
20.00%	Phase 2: Schematic Design	1.2%	\$1,680	1.4%	\$1,960	1.6%	\$2,240	3.0 wks
15.00%	Phase 3: Design Development	0.9%	\$1,260	1.1%	\$1,470	1.2%	\$1,680	2.0 wks
30.00%	Phase 4: Construction Documents	1.8%	\$2,520	2.1%	\$2,940	2.4%	\$3,360	4.0 wks
5.00%	Phase 5: Bidding & Contract Negotiation	0.3%	\$420	0.4%	\$490	0.4%	\$560	1.0 wks
20.00%	Phase 6: Construction Administration	1.2%	\$1,680	1.4%	\$1,960	1.6%	\$2,240	n/a
100.00%	All Phases	6.0%	\$8,400	7.0%	\$9,800	8.0%	\$11,200	

Assuming a Construction Cost = \$140,000

Please note, these are not **lump sum** fees, but are instead, **not-to-exceed** fees based on a rough estimated cost of construction, which might not align with your projected budget for the project. If the project costs go down/up, or less/more scope is involved over time, these fee ceilings will adjust relatively. *This assumes your GC will share ongoing construction cost projections throughout all phases of the project.*

The **Hourly Rates**, called out below, will apply until this not-to-exceed fee is reached.

By using hourly rates and not-to-exceed fees, we have found this to be a win-win for both parties. The design professionals are given a little more safeguard against potential [scope creep](#) and the client can realize more economical fees if they are able to make decisions quicker and more consistently—moving the design of the project along quicker. In addition, clients are able to adjust, on the fly, what types of services they might or might not need as the project unfolds.

Hourly Rates

Discipline	Approach (A)	Approach (B)	Approach (C)	A Rough Estimated Percentage of Fees	A Rough Estimated Percentage of Overall Construction Costs	
Architecture (OpeningDesign)				83.3%	5.0%	\$7,000.00
Skill Level 1	\$75/HR	\$85/HR	\$95/HR			
Skill Level 2	\$65/HR	\$75/HR	\$85/HR			
Skill Level 3	\$45/HR	\$55/HR	\$65/HR			
Structural Engineer				16.7%	1.0%	\$1,400.00
Skill Level 1	\$150/HR	\$160/HR	\$170/HR			
Skill Level 2	\$120/HR	\$130/HR	\$140/HR			
Skill Level 3	\$100/HR	\$110/HR	\$120/HR			
TOTAL				100.0%	6.0%	\$8,400.00

Consultant expenses will include an **additional 10%** to cover in-house administration, handling, financing, and insurance costs.

The Determination of the Not-to-Exceed Fee

For your reference and peace of mind, please review the following 3rd party documents as to what the standard practices are for establishing design fees in the construction/architecture industry.

- [A Guide to Determining Appropriate Fees for the Services of an Architect](#) from Royal Architectural Institute of Canada

As you will see relative to the suggested fees outlined in these documents, our fees are competitive in comparison. We are confident that through our unique and open way of working and our strong band of collaborators and consultants, that that we will meet and exceed the industry standard of care.

Reimbursable expenses include:

- Transportation in connection with the project for travel authorized by the client (transportation, lodging and meals)
 - \$0.54 per mile for travel
- Communication and shipping costs (long distance charges, courier, postage, dedicated web hosting, etc.)
- Reproduction costs for plans, sketches, drawings, graphic representations and other documents
- Renderings, models, prints of computer-generated drawings, mock-ups specifically requested by the client
- Certification and documentation costs for third party certification such as LEED®
- Fees, levies, duties or taxes for permits, licences, or approvals from authorities having jurisdiction
- Additional insurance coverage or limits, including additional professional liability insurance requested by the client in a excess of that normally carried by the architect and the architect's consultants
- Direct expenses from additional consultants not specifically outlined in this proposal
- Meals and lodging, when required to travel overnight

Reimbursable expenses include an additional 10% to cover in-house administration, handling, and financing.

Boilerplate

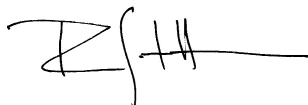
- OpeningDesign will deliver invoices on a monthly basis based on scope complete, with payment due within 30 days of receipt. Invoices overdue past (60) days will be interpreted as an order to stop work on the project.
 - This proposal is valid for 90 days.
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I sincerely appreciate the opportunity to submit this proposal and look forward to the potential of a fruitful collaboration in the future.

If I have included a service, within this proposal, that is not necessary and/or one that you would like to include, please let me know.

Finally, please don't hesitate to contact me should you have any questions or need clarification about the proposal—would be more than happy to sit down and have a more nuanced discussion.

Kind Regards,



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Authorized by:

- Please indicated preferred Fee Proposal Option (A, B, or C):

- Signature

- Title

- Date

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Attribution to be given to the entire team associated with the project.