

Proposal for OpeningDesign's Architecture & Engineering Services

FOR:

Renovation Wranglers
105 N Main, Ste 122
Bryan, TX 77803
979-450-9969

Hi, Katie,

Thank you for the chat the other day. We're excited to have the opportunity to share the following proposal.

Although a more nuanced list of requirements will undoubtedly unfold as the project evolves, on a high-level, I understand that this project will include the following list of requirements/priorities.

- A 3-story, 25 bedroom multifamily residence located at 101 W 33rd St, Bryan, TX
 - Unit breakdown:
 - (9) lofts
 - (8) 2 bedrooms
- Front porch toward the street
- Parking per zoning requirements. Explore ways to reduce number.
- Look and feel
 - Provided precedent images
 - [Likes](#)
 - [Don't like](#)
 - Explore and highlight exposed structure in units and/or common areas
 - Avoid a sea of drywall

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

Phases & Scope of Services

- **Phase 1 - Programming**
 - Conduct zoning & building code analysis & summary
 - This proposal does not include a site survey—which we will need for this project. We assume a survey of the existing site (CAD format) will be supplied by a 3rd party surveyor.
 - Ideally, the survey would include:
 - locations of all structures on property
 - location of impervious areas.
 - property lines with metes and bounds
 - recorded easements
 - utility locations
 - topographical elevations
 - locations of existing houses/structures on adjacent properties
 - locations of large trees
 - At the end of this phase, we provide up to (2) diagrammatic floor plan options which will explore ideal layout and adjacencies of the various spaces throughout the project, as well, as their relation to the site. 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
- Optimizing Daylight
- Acoustical considerations
- Existing site layout
- Furniture requirements

• Phase 2 - Schematic Design

- During this phase we will start developing what the look and feel of the project will be. We will provide up to (2) design options presented in the following formats
 - Architecture & Interior Design
 - Floor Plans
 - Interior Elevations - key areas only
 - Building Sections
 - Elevations
 - 3-dimensional renderings/animations
 - [Here's](#) a couple examples of past animations we've done, as well as renderings, [here](#).
 - Precedent studies and mood boards
 - Start coordinating and eliciting feedback from the various subs and/or engineering disciplines

• Phase 3 - Design Development

- Here we, along with our consultants, 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.
 - Architecture & Interior Design
 - Site Plan
 - Will use supplied 3rd party survey
 - Will coordinate with your civil engineer
 - Floor Plans
 - Demolition plans, if applicable
 - Exterior Elevations
 - Interior Elevations - key areas only
 - Building Sections
 - 3D renderings and animations
 - Continue to coordinate and eliciting feedback from the various subs and/or engineering disciplines
- At the end of this phase we should have sufficient documentation to achieve any type of local zoning and/or plan commission approvals that may be necessary.
 - For this project, we do not anticipate any zoning and/or plan commission approvals.
 - Please note, if these AHJ meetings are necessary, this proposal assumes one attempt at applying for a city approval. If a redesign is required, and/or additional applications are necessary, we can either charge hourly for our services, or you can request we provide an adjusted proposal before moving forward.

Early General Contractor(GC) Involvement

At the end of this phase we highly recommend sharing these drawings with your preferred contractor to get preliminary estimates. Although the drawings are still somewhat 'schematic' at this stage, they will be developed enough for your contractor to provide a ballpark estimate. Although this estimate will have a margin of error, being based on drawings that are not 100% complete, with an experienced general contractor, it should be accurate enough to determine if the planned scope is financially feasible and if so, whether it makes sense to move forward developing and detailing out the design in the more time intensive 4th phase—Construction Documents.

Also, by bringing on an experienced GC (and their subs) very early on in the process, they can provide valuable insight in terms of local supply chains, and local construction conventions, which can help value engineer the project and reach target costs early on in the project. Put simply, it's easier to change the design earlier on in the process, versus value engineering a project that is fully detailed out in the later stages of the design.

• 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, along with our consultants, propose to provide the following construction documents for your project.
 - Architecture & Interior Design
 - Code summary

- ADA requirements
 - Life safety plan
 - Emergency and exit sign layouts
 - Site Plan
 - Will be based on information supplied 3rd party survey
 - Demolition plans
 - Floor plans
 - Roof Plan
 - Finish Plans
 - Reflected ceiling plans
 - Will suggest lighting layout locations
 - Will help pick out decorative fixtures
 - Will work with the GC's electrician to specify other utility fixtures
 - Does not include switching/lighting controls
 - Building Sections
 - Building Elevations
 - Wall Sections
 - Stair sections
 - Large scale exterior/interior details, as necessary
 - Interior elevations of key areas only
 - Includes millwork/casework elevations w/ proposed finishes
 - but does not include large scale detailing of these components, which is usually done by the casework contractor
 - Schedules
 - Door and door hardware schedule
 - Window schedule
 - Finish schedule
 - Energy code check, if necessary (COMcheck/REScheck for example)
 - General specifications
- Structural
 - Floor plans with member sizes
 - does not include sizing of pre-engineered floor/roof trusses. These are usually sized by the building supplier
 - Structural calculations
 - Large scale details
 - Specifications
- At the end of this phase we should have sufficient documentation to submit for permit. Often times, however, due to accelerated construction schedules, we will submit for permit a portion of the way through this phase, and complete the remaining documentation after the permit has been issued.
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Level of Detail

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 this light, 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 a bid that is pretty accurate – with the understanding that some of the details will be worked out with the contractor(s) and OpeningDesign along the way. This is especially true when working with a GC you trust very early in the process.

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

• Phase 5 - Bidding and Issuing for Permit

- In the event you have yet to contract with a general contractor (which we don't recommend waiting this long to engage with a GC for reasons noted above), we will facilitate a more formal bidding process in this phase. That is, if deemed necessary to get additional bids, we will help distribute the final construction documents to your list of preferred general contractors. We are also happy to help you shortlist a number of qualified contractors as well.
- Answer GC & subcontractor's bid questions, issue clarifications

- Issue the drawings for permit review
 - Provide the city/town/village, reviewing the drawings, with any additional drawings and/or clarifications they may request after their initial review. This happens quite often and is a normal part of the process.

Post Permit Changes

There are times our clients will make changes relatively late in the process (Phase 4 and beyond). If small enough and done early enough, we can usually subsume them into the base bid, however, if they become big enough and too late in the process, we will let you know and issue a not-to-exceed change order, for your approval, before any work is done.

If you decide at a later time to reissue for a revised permit with these changes, any additional work required by the AHJ for this revised permit is not included in the base bid and will be charged at an hourly rate per the enclosed billing rate schedule.

Although we will make every effort to make these post-permit changes code compliant, if you instruct your GC to implement these changes before receiving the revised permit, OpeningDesign can not assume any liability for any rework that might result from drawings that are not code compliant upon re-review. Since the building code is multifaceted and, at times, open to interpretation, we require the approval of the governing body (AHJ) to manage our risk of liability. **Please note, this applies to any construction done pre-permit, as well.**

● Phase 6 - Construction Administration

- Architecture & Interior Design
 - Site visits
 - Assuming 1 every 4 weeks (additional site visits, if necessary, will be billed at hourly rates outlined in this proposal)
 - Review/Respond to the following GC inquiries
 - RFIs (request for information)
 - Shop drawings and submittals
 - Material/Product substitutions proposed by the GC
 - 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.*
 - Civil engineering
 - Landscape design
 - HVAC/Mechanical Design
 - If necessary, however, we will suggest routing of major ductwork
 - Extensive energy modeling beyond prescriptive requirements
 - Electrical Design
 - Lighting
 - Picking out light fixtures and specification
 - We will help suggest decorative fixtures
 - Switching/lighting controls
 - Plumbing Design
 - Structural work associated with shoring
 - Food Service or Commercial Kitchen Design
 - Kitchen equipment procurement
 - Land Surveying
 - Low Voltage Design
 - Audio/Visual Design
 - LEED Design
 - LEED Commissioning
 - Hyper-Realistic Renderings
 - Detailed Cost Estimation
 - Fire Alarm
 - Fire Protection (Sprinklers)
 - 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 Elevation/Studies
- Maintenance and Operational Programming
- Building Maintenance Manuals
- Post-occupancy Evaluation
- Furniture, Fixtures & Equipment (FF&E) services
- Extensive decorative finish studies
- Art selection
- Artwork Production Services
 - Additional art commission services may be provided to client and quoted separately

OpeningDesign's Aesthetic Leanings

We have found over the years, one of the hallmarks of a successful and unique project, is when the client and the architect are both vested and excited about the design.

In that regards, to give you a sense of what types of designs we are excited about, please review the following curated resources of architectural designs that have inspired us over the years.

- [Our Pinterest Board for Residential Architecture](#)
- [Our Pinterest Board for Commercial Architecture](#)

If you are familiar with Pinterest, we would suggest going through these 2 boards and saving those images, to your own board, that resonate with you. This will further help us dial into a look and feel that aligns with your taste, as well as ours.

Of course, our online [portfolio](#) and [gallery](#) will also give you a sense of our aesthetic as well.

Hourly Rates Relative to Workflow

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

This open source concept might sound confusing, as it's a relatively new way of working in our industry, but this open way of working allows us to more agilely share work with our core group of independent architects and designers that we have worked with over the years. In addition, this open platform always us to share, and build up a common library of details and drawings.

Simply put, by being able to bring in additional help quicker on project and sharing a common library of drawings, we are able to bring more value to our clients—both in cost and schedule.

We understand, however, some clients might prefer a more traditional approach to practicing architecture and interior design. In that light, we offer (3) tiered fee options that vary from a fully open approach to a more private approach.

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 (and their consultant's) newly created documentation/content is [open source](#). That is, will be freely available to you, or any party, including the design team, for future use, assuming the terms such as [Attribution](#) and [ShareAlike](#) are honored.
 - **Sample Projects**
 - A mult-family residence in Eau Claire, WI.
 - The CAD/BIM files can be found [here](#)
 - [Here's](#) a log of communication between the design teams, and our issue tracker [here](#).
 - A sport complex in Jefferson, WI
 - The CAD/BIM files can be found [here](#)
 - [Here's](#) the log of communication between the design team and general contractor
 - A vacation rental in Lake Geneva, WI.
 - The CAD/BIM documents can be found [here](#)
 - [Here's](#) a log of communication between the design team.

Approach B

- **Approach (B): An Anonymous Open Approach** Everything is the same as Approach A, however, the project location and the names of the direct or indirect clients, are kept anonymous and not shared publicly.
 - **Sample Project**
 - An **organic grocery store** in southern Wisconsin
 - (CAD/BIM) files can be found [here](#).
 - An **office/warehouse** facility in southern Wisconsin
 - (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 designer and the designer'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.
 - With this approach, clients are free to use these construction documentations during the construction, maintenance and any future additions/modifications of their one-off project. Unlike approach A and B, however, they are not free to use these plans to redevelop another project, on another site, without OpeningDesign's permission. Again, this is more in line with the traditional way practicing architecture and interior design.
 - A vast majority of our clients choose Approach A or B, but we provide this approach for those clients who might not, for business reasons, share their plans publicly. For example, a data center client might opt for this more confidential/private approach, as the design of their data center is a key asset to their business model. Another example, is a client that would like to keep their project confidential until they acquire the land and/or zoning approval, then switch to a more open approach later in the project.

Things kept private...

- 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 and during the execution 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 indicate should be kept private.

Although more common in other industries (software, for example), these open approaches are still relatively new in the construction industry and as such, if you have any questions please feel free to ask. We would be happy to chat. Ultimately we take great pride having teased out these open approaches over the years. It has proved a more efficient and cost effective way of practicing architecture—ultimately benefiting our clients and the overall industry in general.

Also, feel free to visit OpeningDesign's [about page](#). It provides a little more information about these open approaches, as well.

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

The following table outlines the (3) various fee options.

| % | Phase | Approach (A) | | | Approach (B) | | | Approach (C) | | |
|----------------|---|-------------------------|------------------------|--------------------|-------------------------|------------------------|--------------------|-------------------------|------------------------|--------------------|
| | | Rough % of Const. Costs | Rough % of Overall Fee | Estimated Duration | Rough % of Const. Costs | Rough % of Overall Fee | Estimated Duration | Rough % of Const. Costs | Rough % of Overall Fee | Estimated Duration |
| 10.00% | Phase 1: Pre-Design & Programming | 0.6% | 10.0% | 3.4 wks | 0.7% | 10.0% | 4.4 wks | 0.8% | 10.0% | 5.6 wks |
| 15.00% | Phase 2: Schematic Design | 0.8% | 15.0% | 5.1 wks | 1.0% | 15.0% | 6.7 wks | 1.1% | 15.0% | 8.4 wks |
| 20.00% | Phase 3: Design Development | 1.1% | 20.0% | 6.8 wks | 1.3% | 20.0% | 8.9 wks | 1.5% | 20.0% | 11.3 wks |
| 30.00% | Phase 4: Construction Documents | 1.7% | 30.0% | 10.2 wks | 2.0% | 30.0% | 13.3 wks | 2.3% | 30.0% | 16.9 wks |
| 5.00% | Phase 5: Bidding and Issuing for Permit | 0.3% | 5.0% | 1.7 wks | 0.3% | 5.0% | 2.2 wks | 0.4% | 5.0% | 2.8 wks |
| 20.00% | Phase 6: Construction Administration | 1.1% | 20.0% | n/a | 1.3% | 20.0% | n/a | 1.5% | 20.0% | n/a |
| 100.00% | All Phases | 5.5% | 100.0% | 27.3 wks | 6.50% | 100.0% | 35.5 wks | 7.50% | 100.0% | 45.1 wks |

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

Please note, these are not lump sum fees, but are instead, not-to-exceed fees, which are, in turn, based on a percentage of the estimated construction costs.

Please note, these not-to-exceed fees are based on the percentages of projected construction costs at any particular point in the project. For example, if a project starts out with projected costs of 'X', but the scope is cut in half later in the project, the fees for that earlier phase will still be based on 'X'.

We also assume your GC will share ongoing construction cost projections throughout all phases of the project.

In the event there's a dispute over our fees and the project stops prematurely and/or changes scope before retaining a GC to determine projected construction costs, we require you to retain the services of a mutually agreed upon 3rd party estimator to determine a fair construction cost on which our not-to-exceed fee could be based.

Please note the not-to-exceed fee is applied to the entire project fee, and not the individual fees associated with each discipline and does not include reimbursable expenses.

By using hourly rates and not-to-exceed fees, based on percentages of construction, 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, thus avoiding tedious renegotiation.

Hourly Rates

| Discipline | Approach (A) | Approach (B) | Approach (C) | A Rough Estimated Percentage of Overall Construction Costs | A Rough Estimated Percentage of Fees |
|--|--------------|--------------|--------------|--|--------------------------------------|
| Architecture - OpeningDesign | | | | 2.30% | 42% |
| Principal | \$110/HR | \$125/HR | \$140/HR | | |
| Project Architect | \$80/HR | \$95/HR | \$110/HR | | |
| Intern | \$65/HR | \$80/HR | \$95/HR | | |
| Architecture - LKB Architecture | | | | 2.30% | 42% |
| Principal | \$110/HR | \$125/HR | \$140/HR | | |
| Structural Engineer | | | | 0.90% | 16% |
| Engineer I | \$260/HR | \$275/HR | \$290/HR | | |
| Senior Drafter | \$80/HR | \$95/HR | \$110/HR | | |
| Junior Drafter | \$65/HR | \$80/HR | \$95/HR | | |
| TOTAL | | | | 5.50% | 100.00% |

The Consultants fees, listed above, will include an additional 15% 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 document(s) 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's standard of care.

Reimbursable expenses include:

- Transportation in connection with the project for travel authorized by the client (transportation, lodging and meals)
 - \$1.00 per mile for travel
 - Hourly billing rates while traveling
- 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 designer and the designer's consultants
- Direct expenses from additional consultants not specifically outlined in this proposal

Reimbursable expenses include an additional 15% to cover in-house administration, handling, and financing.

Boilerplate

- We 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.
- We are not responsible to select a general contractor or guarantee workmanship performed by contractor or other parties. We can, however, make suggestions or recommendations for craftsman or contractors for Client to consider
- Both Parties agree to communicate about any pertinent information and known changes to the project scope in a timely manner by writing.
- In the event of premature project termination, we will bill for percentage of work completed to date, based on the enclosed hourly rate.
- This proposal is valid for 90 days.

We 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 check the box, below, of your preferred Fee Proposal Option
 - (A) Fully Open Approach
 - (B) Anonymous Open Approach
 - (C) Traditional Approach

• Name

• Title

• Date

• Signature
