



## Proposal for OpeningDesign's Architecture & Engineering Services

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For...



Crema Cafe  
Attn: Steven Buchholz  
4124 Monona Dr,  
Madison, WI 53716

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Hi Steven, thanks for the followup meeting the other day. Per our conversation, I've adjusted the scope below.

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

- In general, looking to renovate the POS area.
  - A more efficient flow between front-of-house POS and the kitchen

- New layout should facilitate grab-and-go business better, without interrupting dining room experience.
  - 2 POS stations, one for grab and go, the other for dining.
- More customer display and/or storage area...
  - Refrigerated
  - and Merchandise display. Perhaps shelves in front of POS counter.
    - Potentially remove existing cabinets
- More employee storage behind counter
- Espresso station to remain.
- More consolidated areas for customer, as well. Prevent employees crossing over one another.
  - Water supply station.
  - Coffee area...
    - Potentially tiering the coffee carafes
  - Condiments, etc.
- Free up wall space. More storage. Possibly display bulk goods.
  - Teas
  - coffee
  - etc.
- Hanging signage.
- Consolidated baking station in the back - not in scope.
- Improve efficiency of prep area near POS
  - Possible ice machine
  - possible ice bin
  - Dry storage
- Dishwasher area to stay in current location
- A few aesthetic keywords/phrases that were discussed...
  - Bright colors
  - Wood grains
    - lighter oak stains.
  - Clever use of plywood
  - California ranch feel
  - Spanning Logo
  - 50's ranch

- exposed concrete floors
- Design with 2nd phase in mind.
- Preliminary construction budget to be between \$20,000 - \$30,000

The above list is located here:

[https://docs.google.com/document/d/17MUyWKnUarxvMz-zBbirFuWP\\_Qig4HNZhE4SCI3wKlw/edit](https://docs.google.com/document/d/17MUyWKnUarxvMz-zBbirFuWP_Qig4HNZhE4SCI3wKlw/edit)

This will be a living document throughout the project, please feel free to modify, reorder and/or add to the list as you see fit. It works like a 'word processor' in your browser where anyone can type in real time.

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## Phases & Scope of Services

- **Phase 1 - Programming**

*(approximate duration/fee: 0.5 weeks / 5% )*

- Perform field measurements/drawings of existing conditions to compose as-built drawings
- Conduct zoning and building code analysis & summary
- Work closely with Crema Cafe to develop a list of requirements/priorities.

- **Phase 2 - Schematic Design**

*(approximate duration/fee: 1 weeks / 10% )*

- At the beginning of this phase, we will take the agreed-on list of requirements and provide a maximum of (3) design options. These design options will address varying approaches in the following criteria.
  - Functional relationship of the various spaces
  - Material options
  - Structural considerations
  - Mechanical considerations
  - Plumbing Considerations
  - Major equipment locations
  - Code restrictions/requirements
  - Concepts will be presented in the following formats

- 3-dimensional Renderings/Sketches
    - Examples of what to expect...
      - <https://www.youtube.com/watch?v=eKLwbRPwYzE&t>
      - <https://www.youtube.com/watch?v=bS4kqCslHWk&t>
  - Floor Plans
  - Elevations
  - Sections
- Provide a schematic/preliminary estimate for cost of construction
  - If necessary, start coordinating and eliciting feedback from the various subs/engineering disciplines

- **Phase 3 - Design Development**

*(approximate duration/fee: 1 weeks / 25% )*

- Upon approval of schematic design/project budget, we will further develop and refine the design documentation in coordination with necessary engineers and consultants
- Developed deliverables will include:
  - Floor Plans
  - Site Plan
  - Elevations
  - Sections
  - Select details
- Propose, select, and refine materials and finish options
- If necessary, continue to coordinate drawings with the various subs/engineering disciplines.

- **Phase 4 - Construction Documents**

*(approximate duration/fee: 2 weeks / 35% )*

- We, along with our consultants, will complete the following drawings for permit and construction:
  - Architectural
    - Demolitions Plans
    - Floor Plans
    - Reflected Ceiling Plans
      - Lighting Layout
  - Interior Elevations
    - Including Millwork/Casework

- Building Sections
  - Details - Interior
  - Door/Window/Finish Schedules
  
  - Construction Specifications as necessary
  - Coordinate and communicate with the GC, various engineering disciplines and consultants.
  
  - **Phase 5 - Bidding and Construction Contract Negotiation**  
*(approximate duration/fee: 2 weeks / 5% )*
    - Submit/manage any municipal plan reviews and/or permits.
    - Answer subcontractor's bid questions, issue clarifications.
    - Modify drawings if required to accommodate budget
  
  - **Phase 6 - Construction Administration**  
*(approximate duration/fee: NA / 20% )*
    - Weekly site visits, assuming a typical construction pace.
    - Respond to RFIs (request for information)
    - Review shop drawings and submittals
    - Review substitutions
    - Review change orders
    - Develop punch list
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## 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 consultants, 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): 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 any party for future use, assuming the terms such as [Attribution](#) and [ShareAlike](#) are honored.
  - 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](#).
- **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](#).
  - 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): 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.

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

%	Phase	Approach (A)		Approach (B)		Approach (C)	
		% Const. Costs	Not-To-Exceed	% Const. Costs	Not-To-Exceed	% Const. Costs	Not-To-Exceed
5.0%	Phase 1: Programming	0.4%	\$128	0.5%	\$143	0.5%	\$158
15.0%	Phase 2: Schematic Design	1.3%	\$383	1.4%	\$428	1.6%	\$473

20.0%	Phase 3: Design Development	1.7%	\$510	1.9%	\$570	2.1%	\$630
35.0%	Phase 4: Construction Documents	3.0%	\$893	3.3%	\$998	3.7%	\$1,103
5.0%	Phase 5: Bidding & Contract Negotiation	0.4%	\$128	0.5%	\$143	0.5%	\$158
20.0%	Phase 6: Construction Administration	1.7%	\$510	1.9%	\$570	2.1%	\$630
<b>100.0%</b>	<b>All Phases</b>	<b>8.5%</b>	<b>\$2,550</b>	<b>9.5%</b>	<b>\$2,850</b>	<b>10.5%</b>	<b>\$3,150</b>

*Assuming a Construction Cost = \$30,000*

Please note, these are not **lump sum** fees, but are instead, **not-to-exceed** fees. If the project costs go down/up, or less/more scope is involved over time, these fee ceilings will adjust relatively.

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

By using hourly rates and a 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.

## Hourly Rates

-	Approach (A)	Approach (B)	Approach (C)	A Rough Estimated Percentage of Fees
<b>Architecture</b> <a href="#">OpeningDesign</a>				90%
Level 1	\$75/HR	\$90/HR	\$110/HR	
Level 2	\$60/HR	\$70/HR	\$80/HR	
<b>Kitchen Consultant</b> <a href="#">Kiche</a>				5%
Level 1	\$150/HR	\$150/HR	\$150/HR	
Level 2	\$90/HR	\$90/HR	\$90/HR	
<b>Potential Additional Consultants</b> • Lighting • Door Hardware Consultant				5%
<b>TOTAL</b>				100%

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 document as to what the standard practices are for establishing design fees in the construction/architecture industry.

[A Guide Determining Appropriate Fees for the Services of an Architect](#)

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.



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## Reimbursable expenses include:

- Transportation in connection with the project for travel authorized by the client (transportation, lodging and meals)
- 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 excess of that normally carried by the architect and the architect's consultants
- Direct expenses from additional consultants not specifically outlined in this proposal

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

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## Services *not* included in Proposal

*Although we can provide the following services, we are assuming they will either not be necessary, or will be provided by outside parties.*

- Assuming the GC will provide...
  - Detailed Cost Estimation
- Assuming the subcontractors, through the GC, will provide..
  - HVAC/Mechanical Design

- Plumbing Design
- Electrical Design
- Low Voltage Design
- Audio/Visual Design
- Fire Alarm & Life Safety
- Fire Protection
- Security
- Assuming owner to sub directly...
  - Furniture, Fixtures & Equipment (FF&E) services
  - Signage Design/Layout
- Assuming are not necessary...
  - Acoustical Engineering Services
  - Hyper-Realistic Renderings
  - Geotechnical Engineering
  - Landscape Design
  - Environmental Studies and Reports
  - Legal Survey
  - Closeout Record Documents
  - LEED Design
  - Environmental Studies
  - Commissioning Services
  - Moving Coordination
  - Post-occupancy Elevation/Studies
  - Maintenance and Operational Programming
  - Building Maintenance Manuals
  - Post-occupancy Evaluation
  - Extensive decorative finish studies

## 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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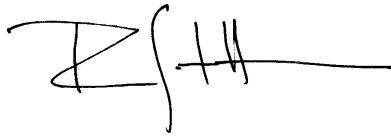
We ([OpeningDesign](#)) sincerely appreciate the opportunity to provide you with this proposal and look forward to the potential of a fruitful collaboration in the future.

If we have included a service, with in this proposal, that is not necessary and/or one that is missing altogether, please let us know.

If the terms of this proposal are acceptable please sign in the space offered below.

Finally, please don't hesitate to contact me (Ryan Schultz) should you have any questions or require additional information.

Kind Regards,

A handwritten signature in black ink, appearing to read 'R. Schultz', followed by a horizontal line.

Ryan Schultz  
OpeningDesign

P.S.

Needless to say, we know this open approach is a new and unique way of working and we would be happy to have a face to face meeting to address any further questions/concerns you may have.

Also, if curious, the following links will give you a sense of how we're harnessing this open approach on a Sports Complex project we're working on in Jefferson, WI.

- For native project files go [here](#).
- For ongoing project communication between the design team go [here](#).

## Authorized by:

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

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- Signature

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- Title

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- Date

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## License

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

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