



## **1800 NW 12<sup>TH</sup> ST**

Proposal for Architectural Design Services  
2023-05-12

### **Client / Owner**

Omega Investments  
1720 Shartel Ave, Ste C  
Oklahoma City, OK 73103

### **Architect**

Common Works Architects, PLLC  
435 NW 23<sup>rd</sup> St., Ste 214  
Oklahoma City, OK 73103

### **Project**

New Residential Detached  
1800 NW 12<sup>th</sup> St  
Oklahoma City, OK 73106



## ARTICLE A – SCOPE OF ARCHITECTS WORK

A.1

The scope of work shall be as defined in this Article.

A.2

The Project is generally as described:

Three (3) detached residential properties with related site design and coordinated legal to prepare each for option of future resale.

See **Exhibit A** – “Feasibility Study” for additional project definition.

A.3

Design Tasks are generally as described:

### **Task One**

Feasibility study to determine general project character and arrive at total number of detached residential properties.

This task has been completed previously.

### **Task Two**

Schematic design of project focused on major design elements and decisions including general aesthetic character and finalized decisions on total dwelling unit square footages, project programmatic requirements, major material decisions, and a schematic estimate of cost to be provided by Contractor.

### **Task Three**

Construction documentation necessary for approvals, permitting, and for project construction by Contractor. Task includes assisting as necessary on required approvals and permitting and coordinating the work of engineers or other professionals.

### **Task Four**

Construction Administration assistance for the purposes of providing clarification or direction regarding the Construction Documents or generally answering questions from Owner, Contractor or approval Authorities during the construction phase.

## ARTICLE B - ADDITIONAL SERVICES

B.1

Any architectural services not mentioned under Article A and deemed by the Architect to be outside the scope of typical architectural services, will be considered Additional Services. Such additional services may include additional renderings or graphic design work. Additional services may be performed in conjunction with this agreement at an hourly rate of \$125.00 per hour or may be performed under separate agreement in addition to this Agreement.

## ARTICLE C – COMPENSATION

### C.1

For the Architect's basic services described in Article A, the Owner shall compensate the Architect as follows:

|            |   |                      |
|------------|---|----------------------|
| Task One   | - | Previously Completed |
| Task Two   | - | \$10,000             |
| Task Three | - | \$10,000             |
| Task Four  | - | \$125/Hr             |

This proposal shall be valid for 60 days after the proposal date.

### C.2

Costs incurred by the Architect during service of the project such as, among other items, prints provided to the client or contractor, gas mileage associated with site visits or meetings, permits, postage and shipping costs be reimbursed plus ten percent (10%).

### C.3

Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear a monthly 2% finance charge.

## ARTICLE D – CONDITIONS

### D.1 - Indemnification

The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Architect's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

Neither the Client nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

### D.2 – Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect shall not exceed the total fee for services rendered on the Project. It is intended that this limitation apply

to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

D.3 – Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Architect. The Architect’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Architect because of this Agreement or the performance or nonperformance of services hereunder. The Client and Architect agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

D.4 – Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Architect shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Architect shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this Project.

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Owner / Owner’s Representative

Date

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Architect

Date

# 12th + Indiana

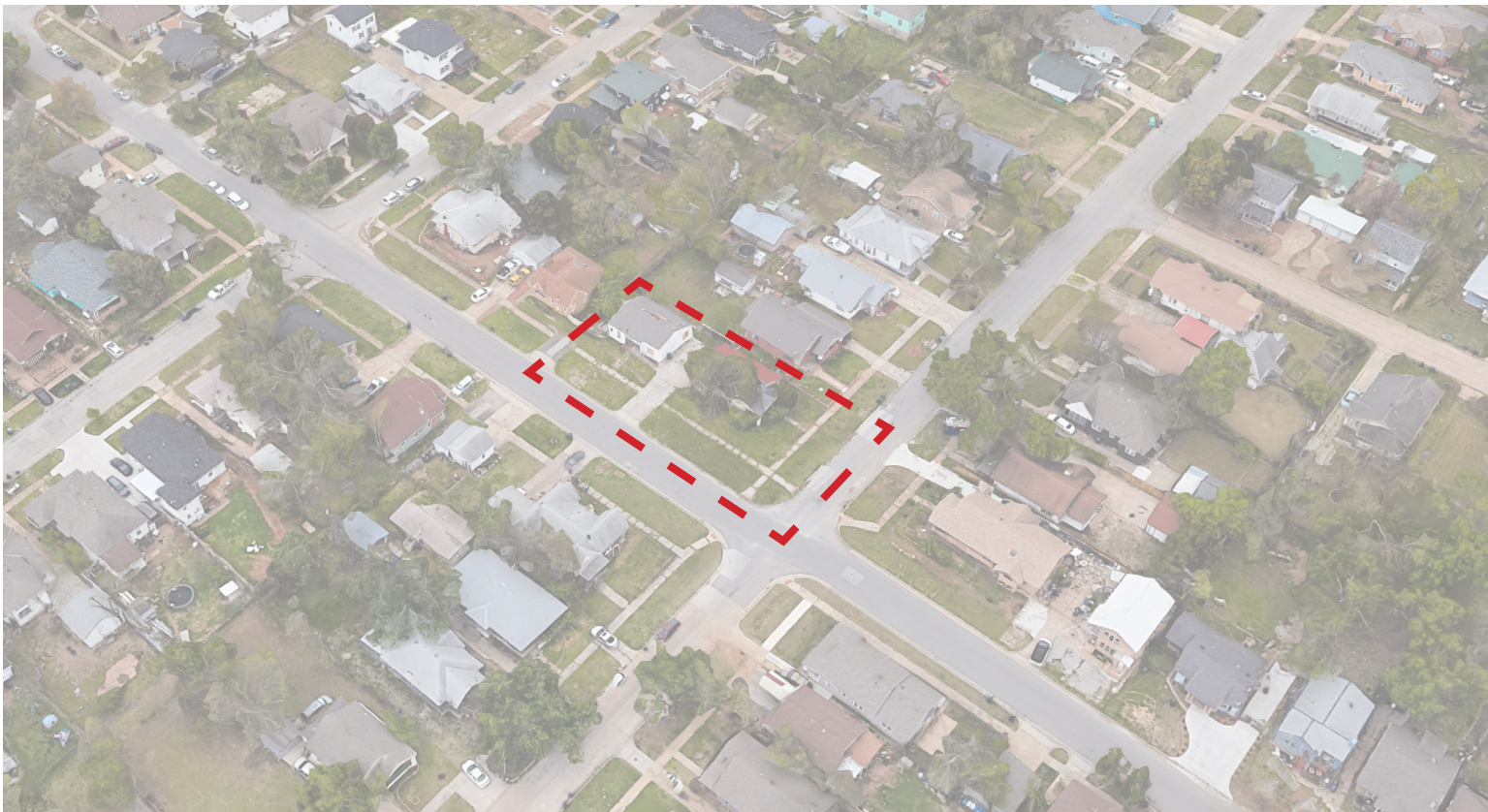
## FEASIBILITY STUDY

2023-05-05

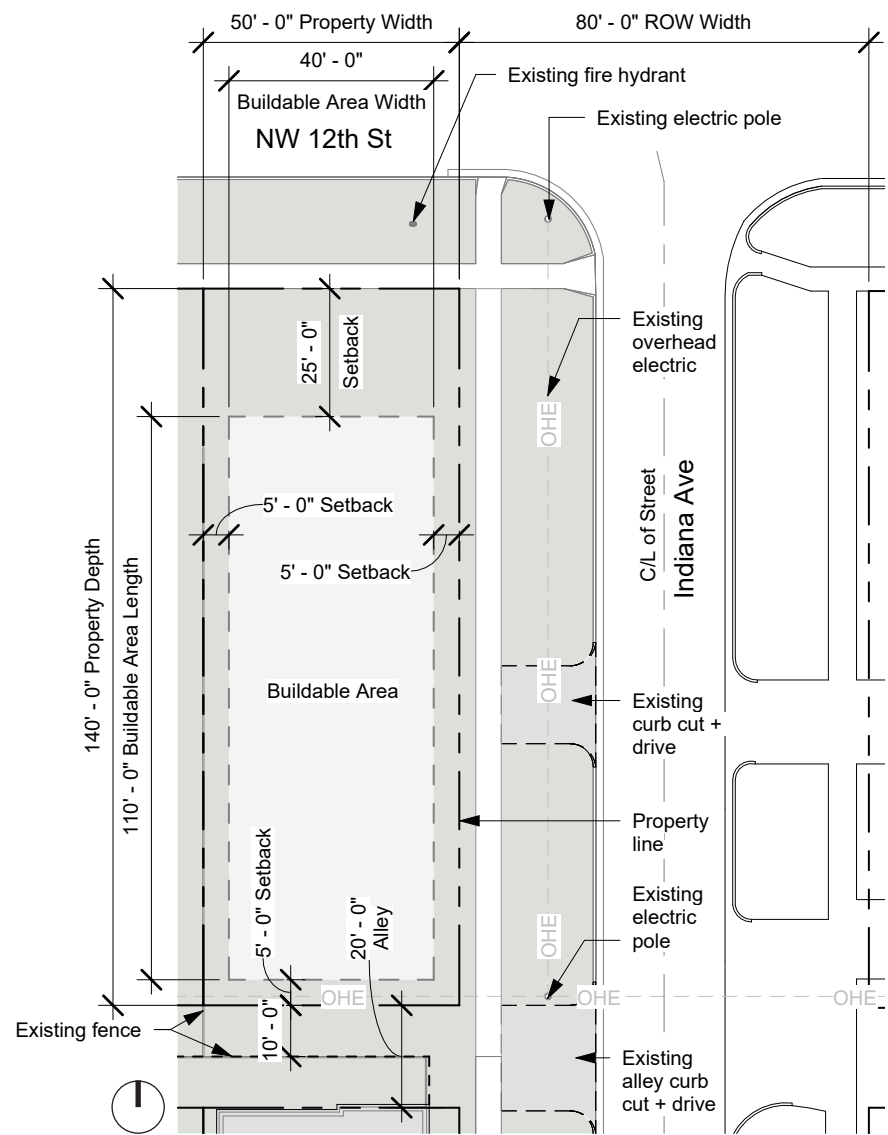
Exhibit A

Project Program:

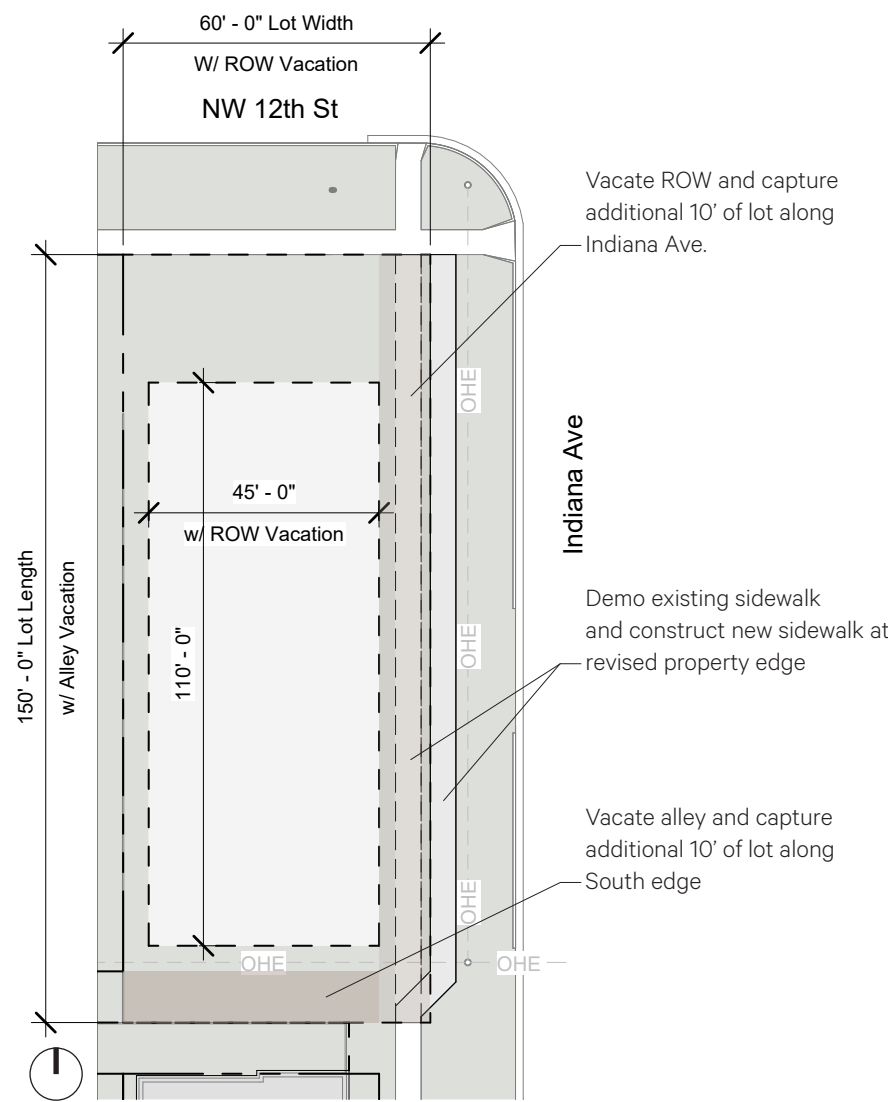
- 3 detached, fee-simple houses
- 1800-2000 sqft
- 2 car garage



01 SITE INFORMATION  
PROPERTY RECOMMENDATIONS



EXISTING LOT CHARACTERISTICS



RECOMMENDATIONS FOR EXPANDING  
LOT SIZE + BUILDABLE AREA



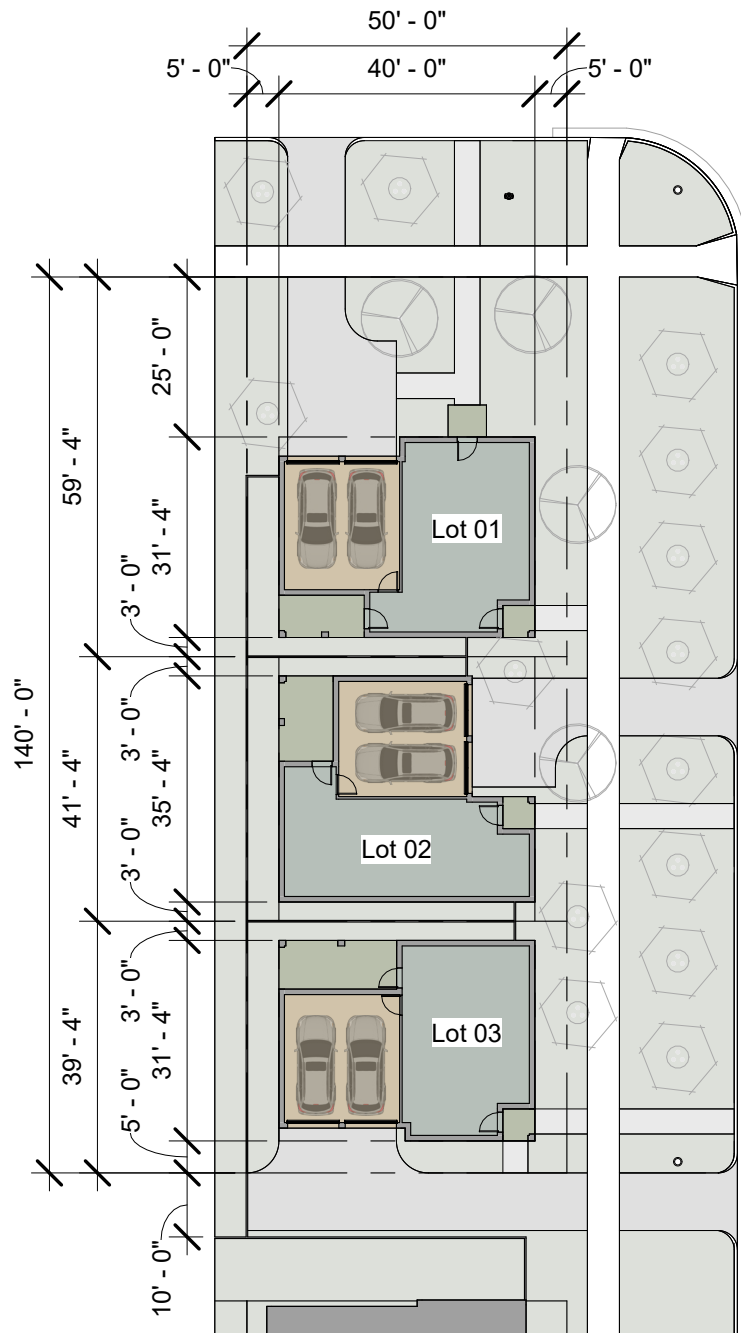
# 02 PROPOSED SCHEMES SCHEME 01A



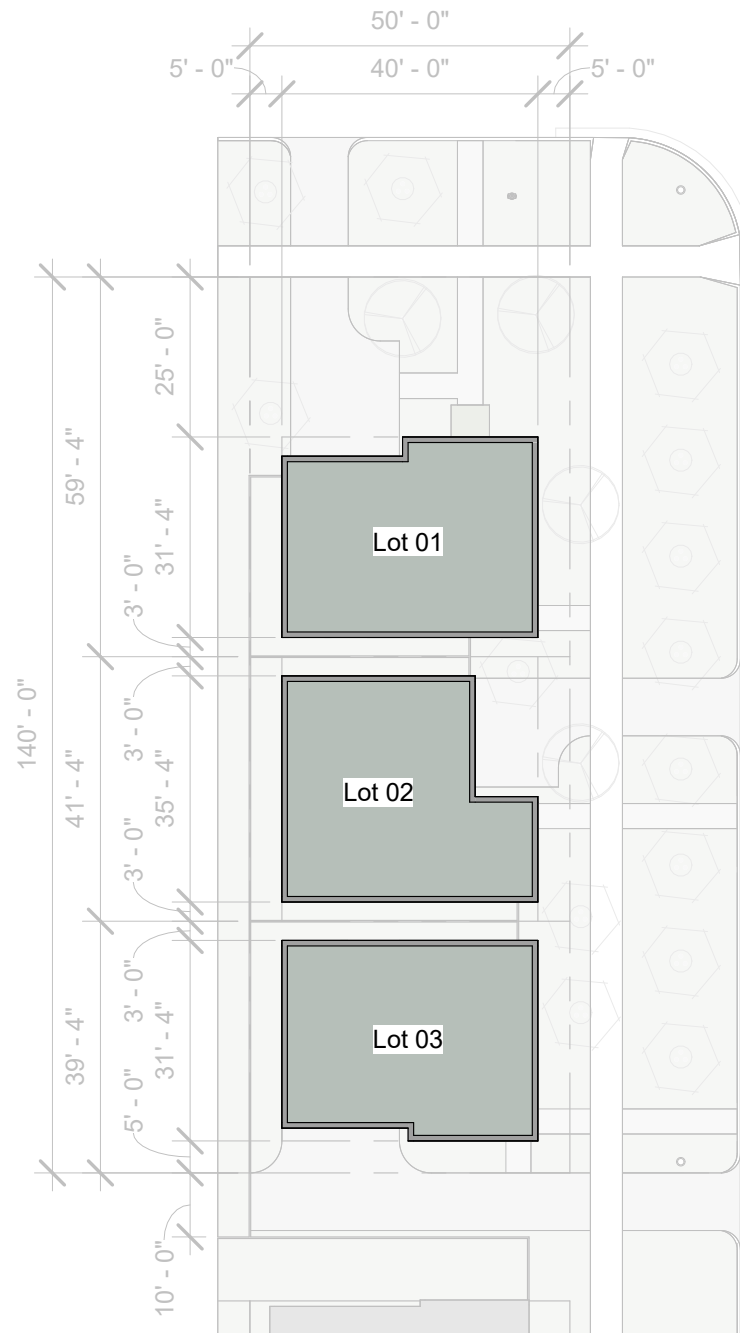
| Scheme 01a      | Lot 01   | Lot 02   | Lot 3    |                                   |
|-----------------|----------|----------|----------|-----------------------------------|
| Level 01        | 673.50   | 680.00   | 635.00   |                                   |
| Level 02        | 1,197.00 | 1,229.00 | 1,214.00 |                                   |
| Living Gross SF | 1,870.50 | 1,909.00 | 1,849.00 | → TOTAL ALL LIVING GROSS 5,628.50 |
| Garage          | 410.50   | 410.50   | 414.00   |                                   |
| Porch/Stoop     | 143.00   | 143.00   | 143.00   |                                   |
| Total Gross SF  | 2,424.00 | 2,462.50 | 2,406.00 | → GRAND TOTAL 7,292.50            |
| Drive Area      | 558.00   | 441.00   | 788.00   | → 1,787.00                        |
| Sidewalk        | 214.00   | 102.50   | 122.00   | → 438.50                          |

## Scheme details:

- 2-car garages
- Alley used for drive access to rear lot
- NW 12th used for drive access to front lot
- 9’ width curb cut and drive that expands to serve garage once beyond sidewalk
- 18’ from back of sidewalk to front face of garage
- Each house plan in this scheme is unique, so loses efficiency of design fee



**LEVEL 01 PLAN**



**LEVEL 02 PLAN**



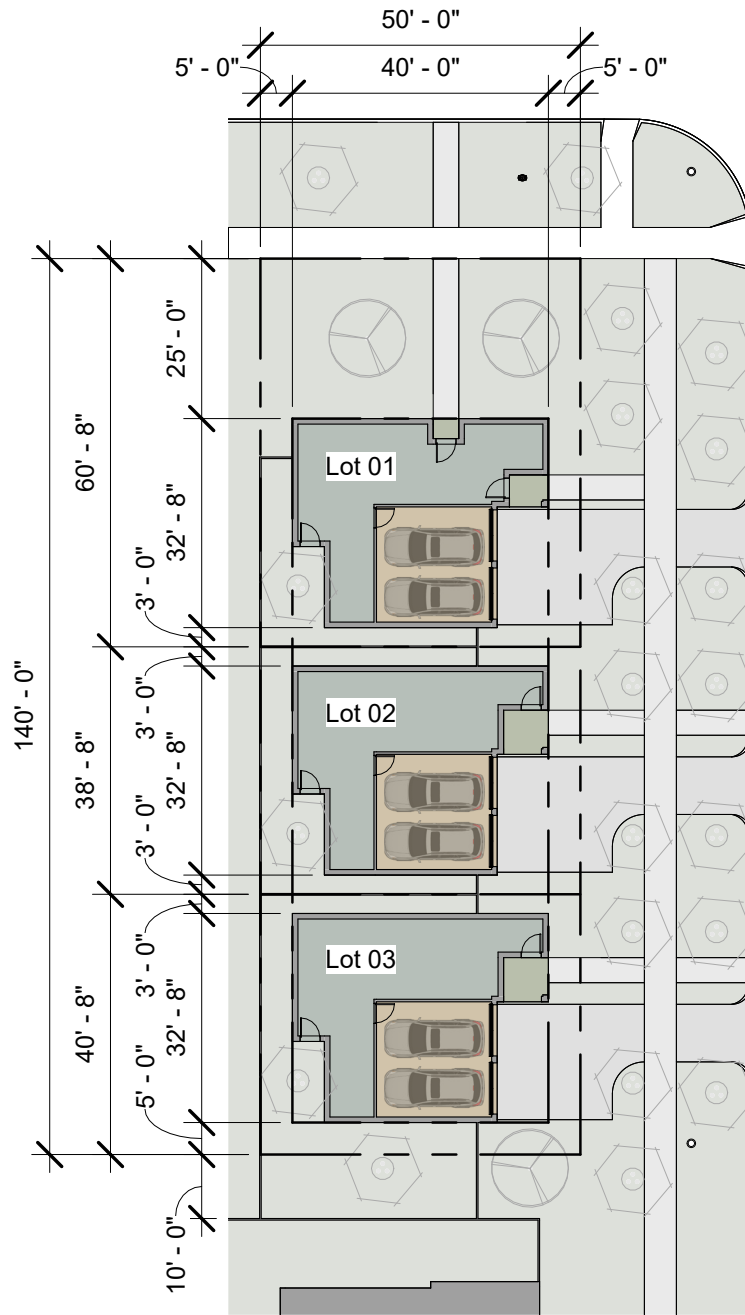
# 02 PROPOSED SCHEMES SCHEME 01B



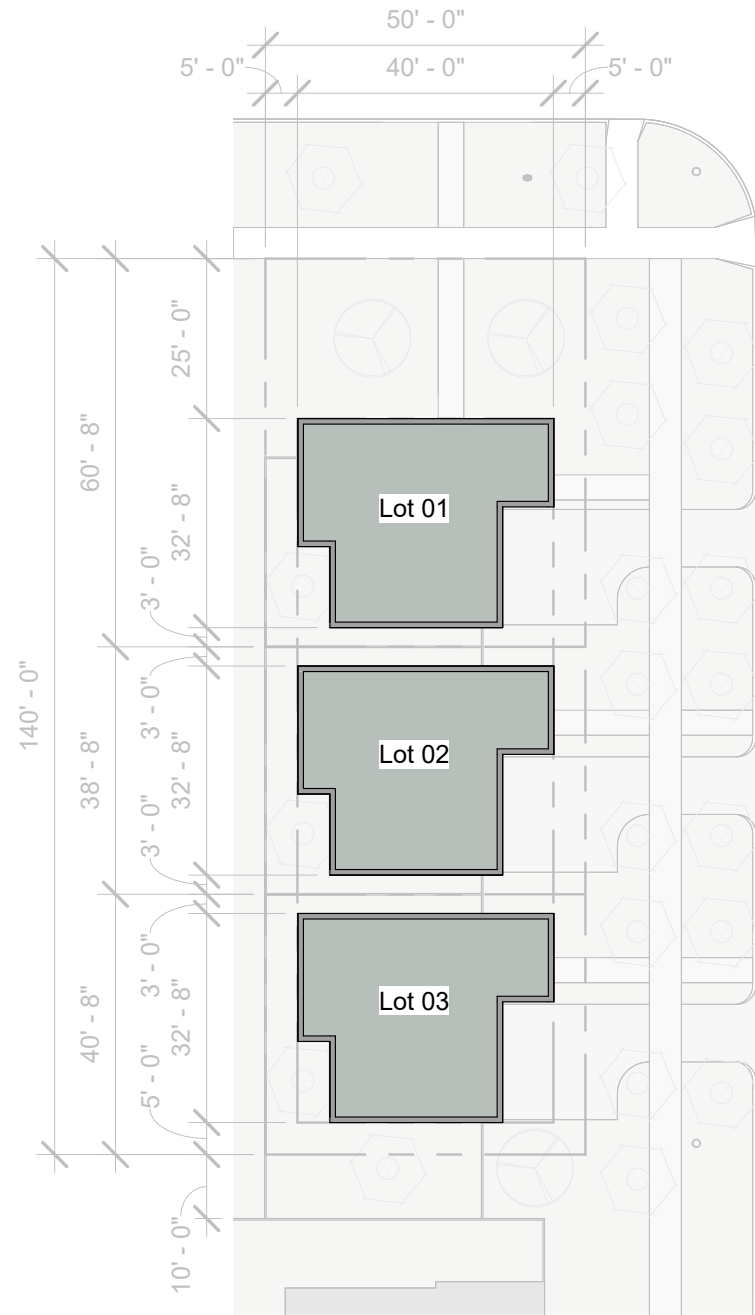
| Scheme 01b             | Lot 01          | Lot 02          | Lot 3           |                                 |
|------------------------|-----------------|-----------------|-----------------|---------------------------------|
| Level 01               | 686.00          | 681.00          | 681.00          |                                 |
| Level 02               | 1,092.50        | 1,092.50        | 1,092.50        |                                 |
| <b>Living Gross SF</b> | <b>1,778.50</b> | <b>1,773.50</b> | <b>1,773.50</b> | → <b>TOTAL ALL LIVING GROSS</b> |
| Garage                 | 363.50          | 363.50          | 363.50          |                                 |
| Porch/Stoop            | 43.00           | 48.50           | 48.50           |                                 |
| <b>Total Gross SF</b>  | <b>2,185.00</b> | <b>2,185.50</b> | <b>2,185.50</b> | → <b>GRAND TOTAL</b>            |
| Drive Area             | 484.00          | 484.00          | 484.00          | → 1,452.00                      |
| Sidewalk               | 224.50          | 102.50          | 102.50          | → 429.50                        |

## Scheme details:

- 2-car garages
- Scheme relocates Indiana Ave sidewalk closer to curb
- 9’ width curb cut and drive that expands to serve garage once beyond sidewalk
- 18’ from back of sidewalk to front face of garage
- Each house plan is identical, except for small change to front home to address NW 12th



**LEVEL 01 PLAN**



**LEVEL 02 PLAN**

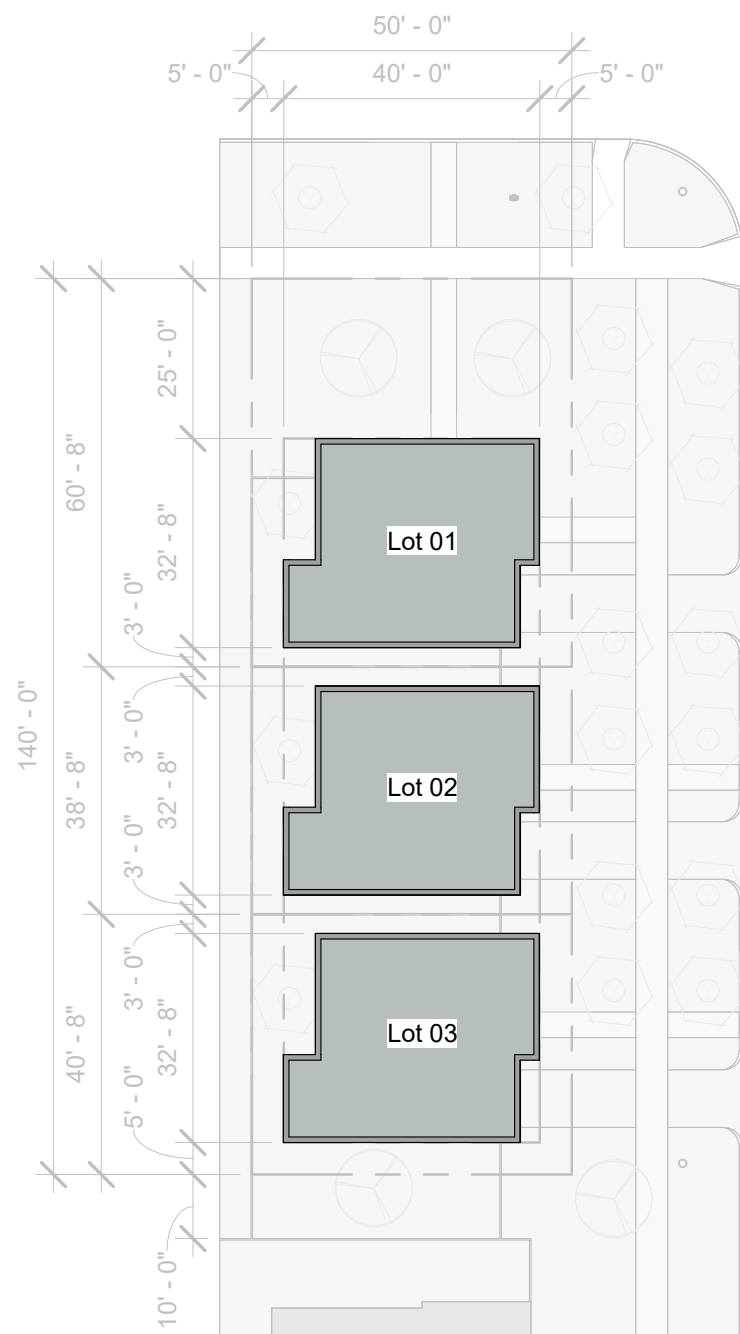
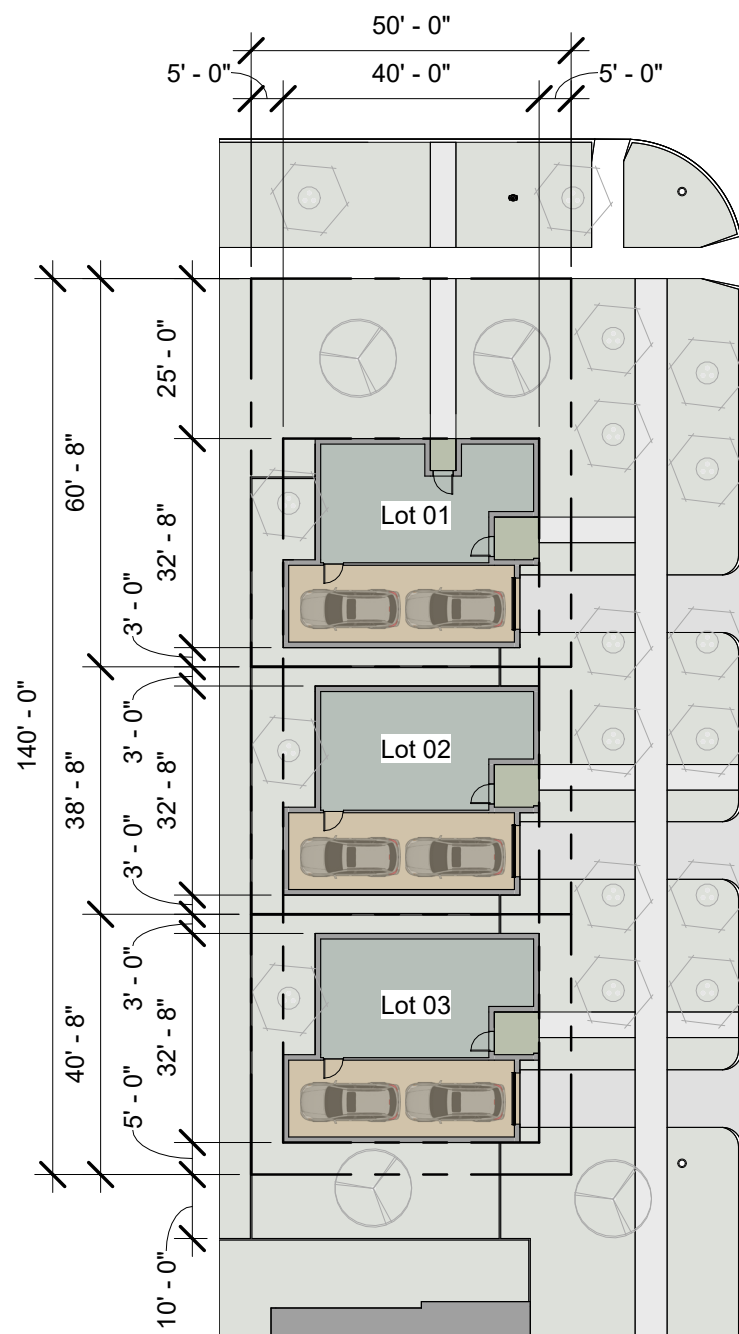
# 02 PROPOSED SCHEMES SCHEME 02A



| Scheme 02a             | Lot 01          | Lot 02          | Lot 3           |                                 |
|------------------------|-----------------|-----------------|-----------------|---------------------------------|
| Level 01               | 615.00          | 635.00          | 635.00          |                                 |
| Level 02               | 1,173.50        | 1,173.50        | 1,173.50        |                                 |
| <b>Living Gross SF</b> | <b>1,788.50</b> | <b>1,808.50</b> | <b>1,808.50</b> | → <b>TOTAL ALL LIVING GROSS</b> |
| Garage                 | 487.00          | 487.00          | 487.00          |                                 |
| Porch/Stoop            | 72.00           | 52.00           | 52.00           |                                 |
| <b>Total Gross SF</b>  | <b>2,347.50</b> | <b>2,347.50</b> | <b>2,347.50</b> | → <b>GRAND TOTAL</b>            |
| Drive Area             | 271.00          | 271.00          | 271.00          | → 813.00                        |
| Sidewalk               | 226.00          | 105.00          | 105.00          | → 436.00                        |

## Scheme details:

- 2-car tandem garages
- Scheme relocates Indiana Ave sidewalk closer to curb
- 9’ width curb cut and drive
- 18’ from back of sidewalk to front face of garage
- Each house plan is identical, except for small change to front home to address NW 12th



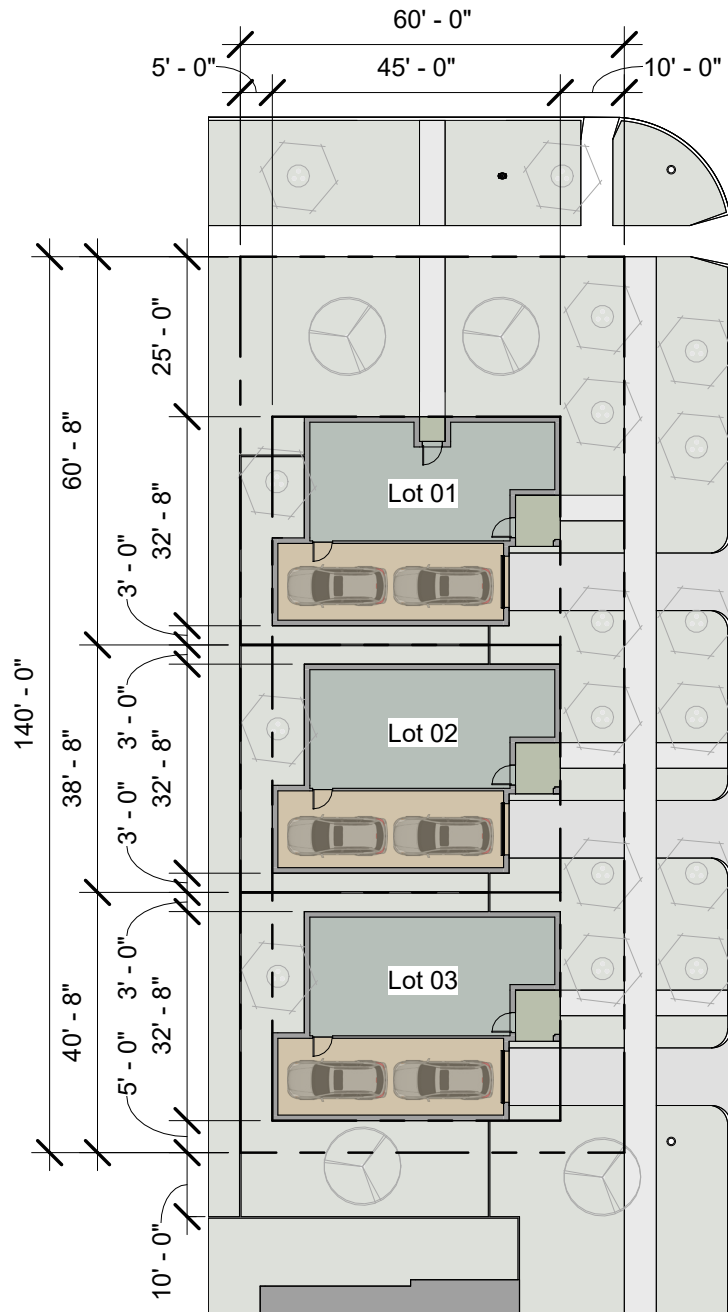
# 02 PROPOSED SCHEMES SCHEME 02B



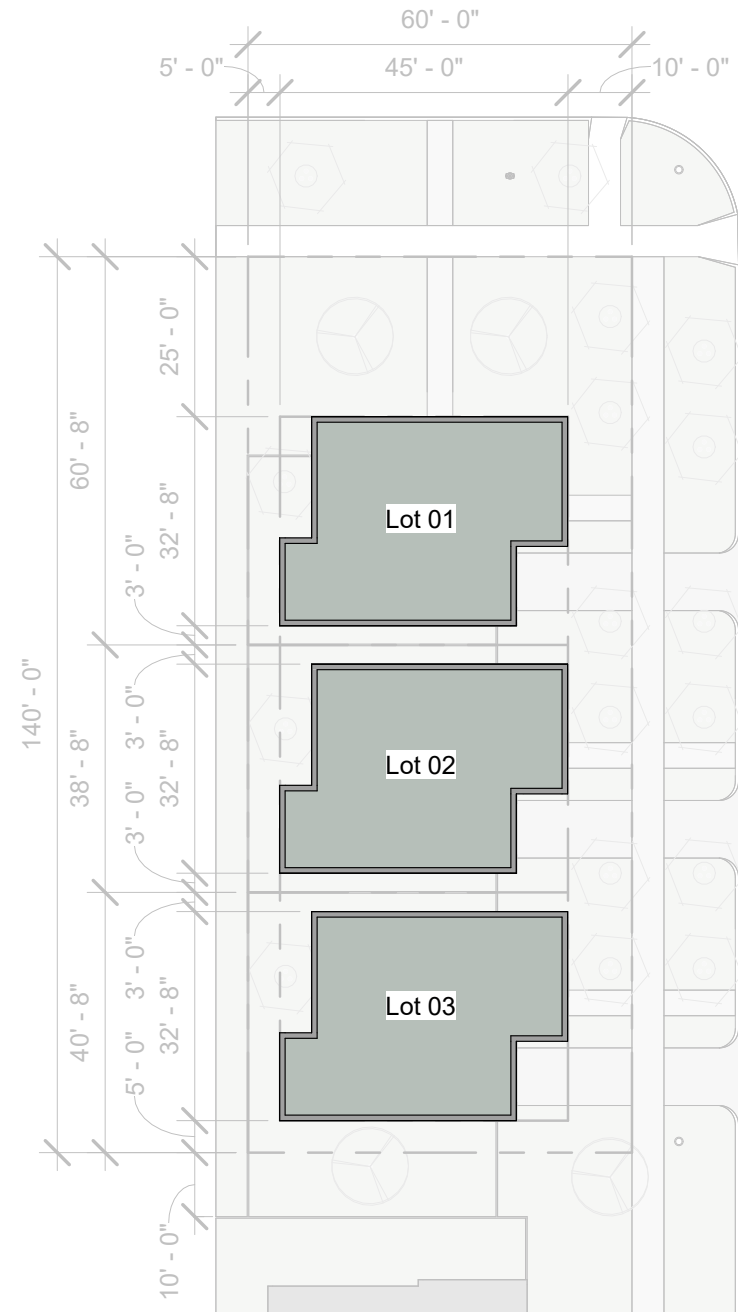
| Scheme 02b      | Lot 01   | Lot 02   | Lot 3    |   |                                    |
|-----------------|----------|----------|----------|---|------------------------------------|
| Level 01        | 718.00   | 733.50   | 733.50   |   |                                    |
| Level 02        | 1,276.00 | 1,276.00 | 1,276.00 |   |                                    |
| Living Gross SF | 1,994.00 | 2,009.50 | 2,009.50 | → | TOTAL ALL LIVING GROSS<br>6,013.00 |
| Garage          | 487.00   | 487.00   | 487.00   |   |                                    |
| Porch/Stoop     | 71.50    | 56.00    | 56.00    |   |                                    |
| Total Gross SF  | 2,552.50 | 2,552.50 | 2,552.50 | → | GRAND TOTAL<br>7,657.50            |
| Drive Area      | 271.00   | 271.00   | 271.00   | → | 813.00                             |
| Sidewalk        | 206.00   | 85.00    | 85.00    | → | 376.00                             |

## Scheme details:

- 2-car tandem garages
- Scheme assumes vacation of Indiana ROW to capture 10' of additional frontage and 5' of additional buildable area
- 9' width curb cut and drive
- 18' from back of sidewalk to front face of garage
- Each house plan is identical, except for small change to front home to address NW 12th



**LEVEL 01 PLAN**



**LEVEL 02 PLAN**



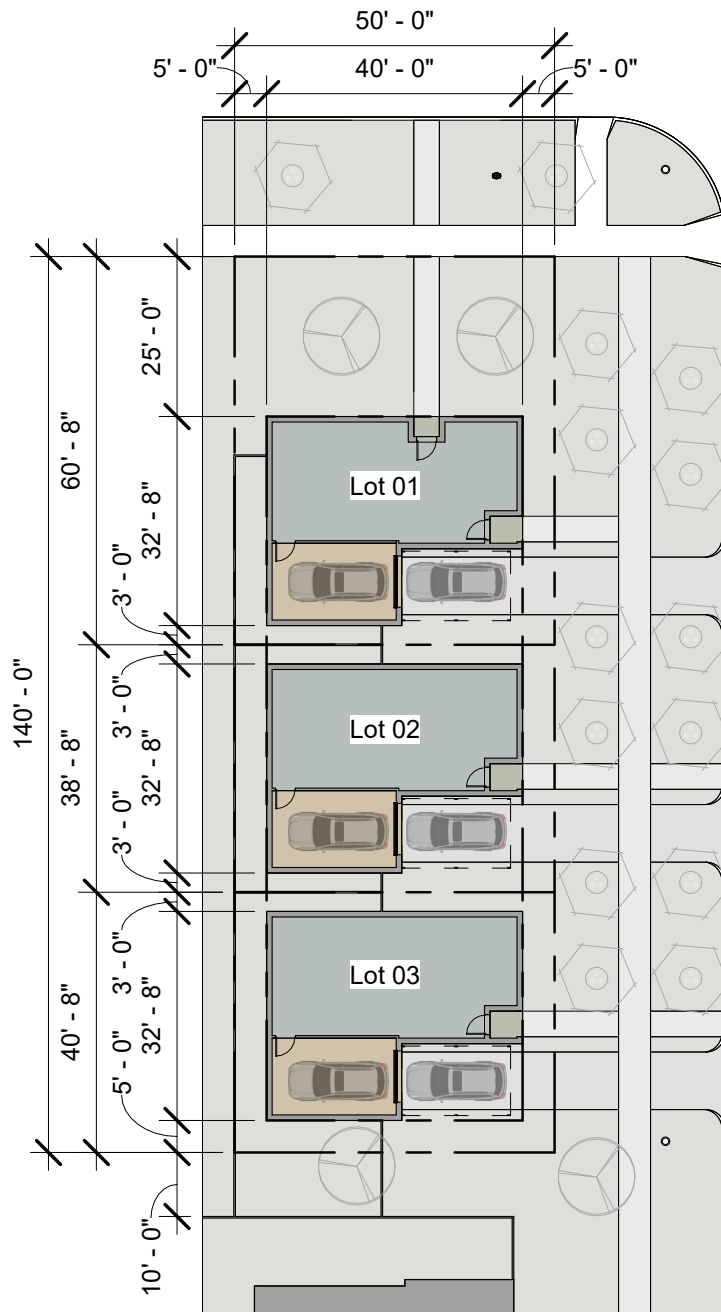
# 02 PROPOSED SCHEMES SCHEME 03A



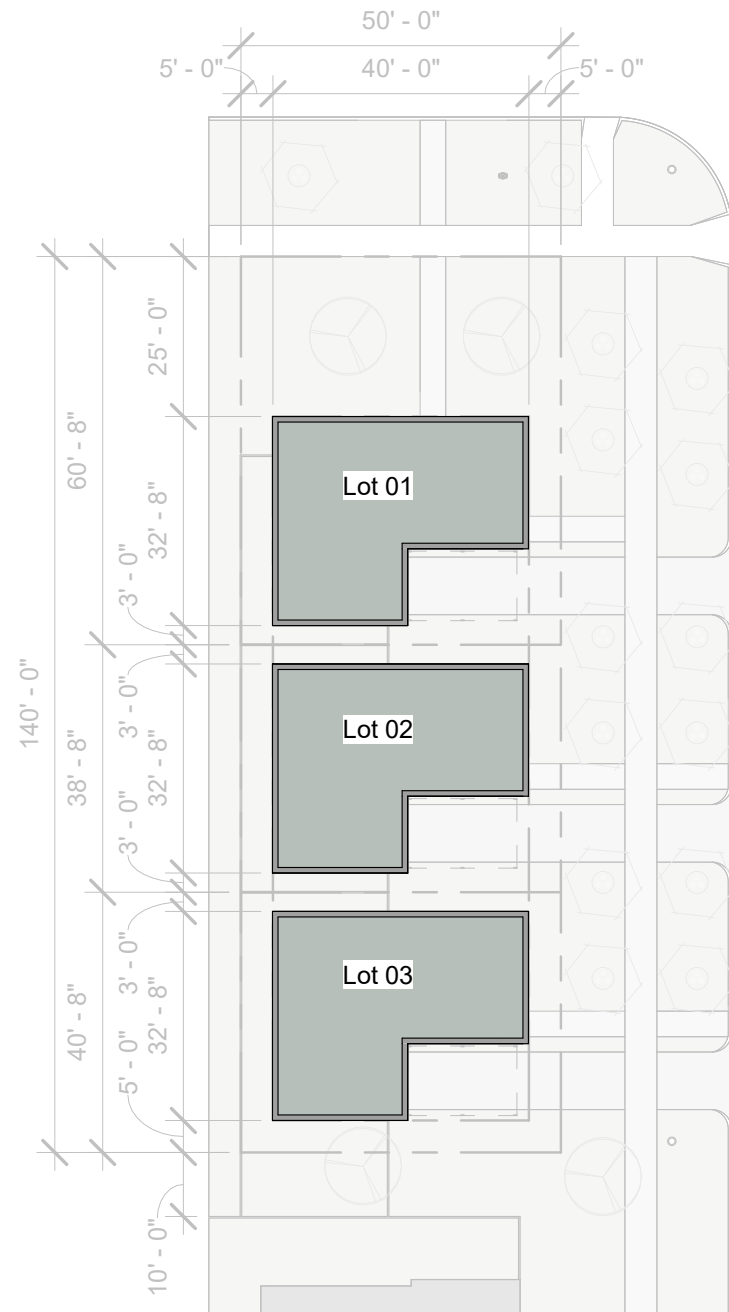
| Scheme 03a      | Lot 01   | Lot 02   | Lot 3    |                        |
|-----------------|----------|----------|----------|------------------------|
| Level 01        | 770.50   | 783.00   | 783.00   |                        |
| Level 02        | 1,080.00 | 1,080.00 | 1,080.00 |                        |
| Living Gross SF | 1,850.50 | 1,863.00 | 1,863.00 | TOTAL ALL LIVING GROSS |
| Garage          | 271.50   | 271.50   | 271.50   | 5,576.50               |
| Porch/Stoop     | 38.50    | 26.00    | 26.00    |                        |
| Total Gross SF  | 2,160.50 | 2,160.50 | 2,160.50 | GRAND TOTAL            |
| Drive Area      | 413.50   | 413.50   | 413.50   | 6,481.50               |
| Sidewalk        | 226.00   | 105.00   | 105.00   | 1,240.50               |
|                 |          |          |          | 436.00                 |

## Scheme details:

- 1-car garage + carport
- Would propose that carport drive is pervious paving (turf-stone) to potentially serve as additional yard space when not used
- Scheme relocates Indiana Ave sidewalk closer to curb
- 9' width curb cut and drive
- Each house plan is identical, except for small change to front home to address NW 12th



**LEVEL 01 PLAN**



**LEVEL 02 PLAN**

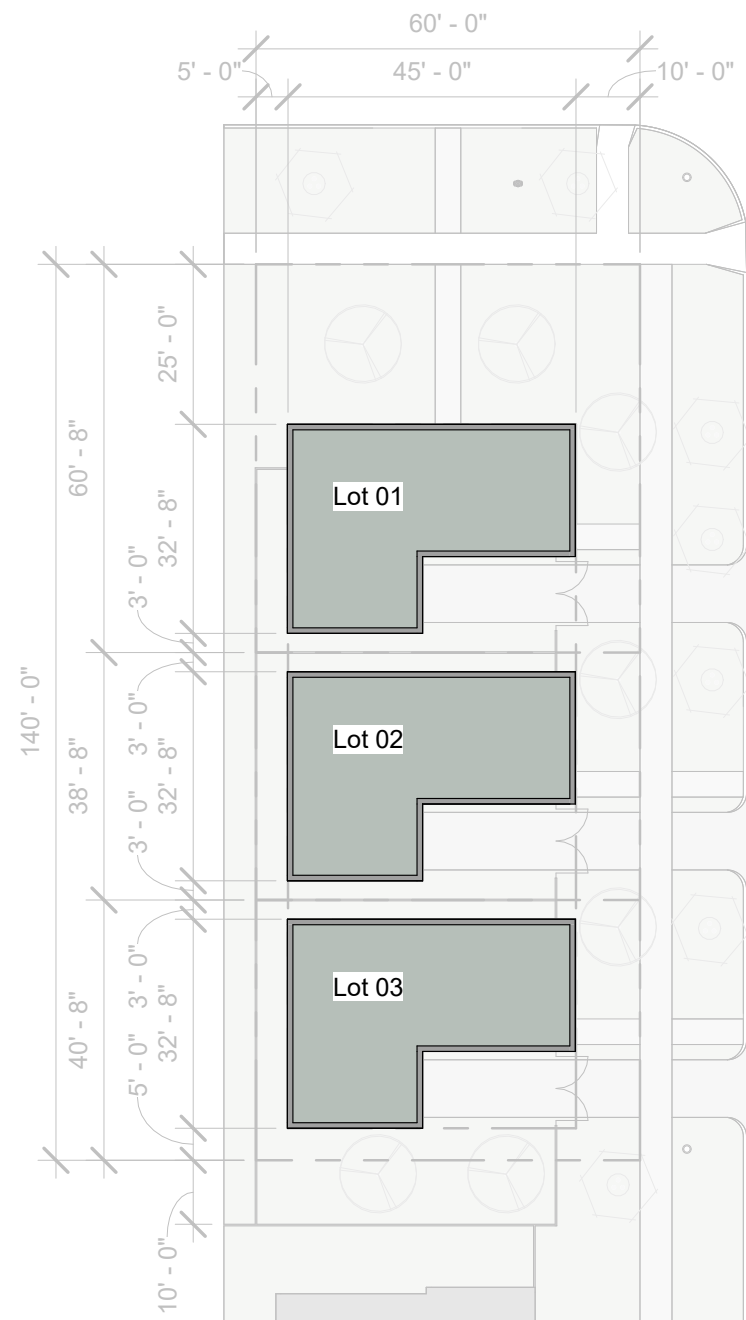
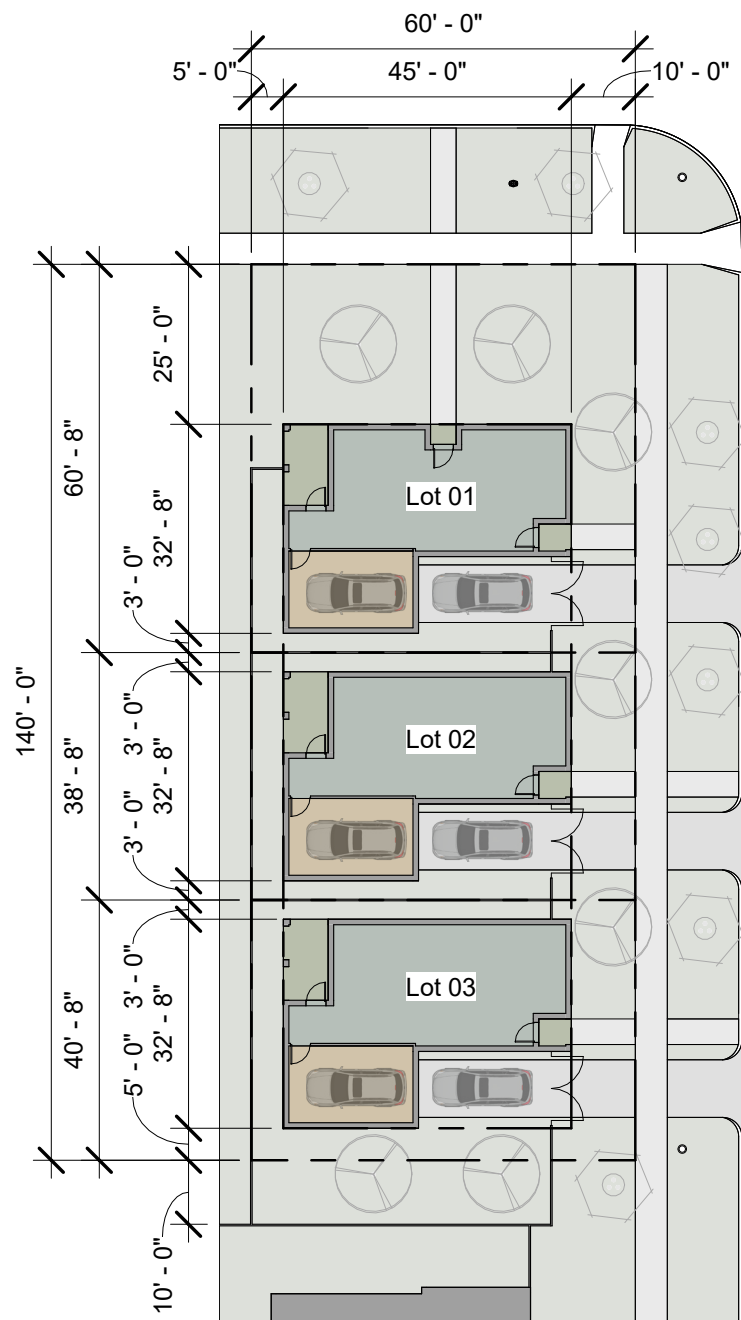
# 02 PROPOSED SCHEMES SCHEME 03B



| Scheme 03b      | Lot 01   | Lot 02   | Lot 3    |   | TOTAL ALL LIVING GROSS |
|-----------------|----------|----------|----------|---|------------------------|
| Level 01        | 785.00   | 798.00   | 798.00   |   |                        |
| Level 02        | 1,183.50 | 1,183.50 | 1,183.50 |   |                        |
| Living Gross SF | 1,968.50 | 1,981.50 | 1,981.50 | → | 5,931.50               |
| Garage          | 271.50   | 271.50   | 271.50   |   |                        |
| Porch/Stoop     | 127.00   | 114.50   | 114.50   |   |                        |
| Total Gross SF  | 2,367.00 | 2,367.50 | 2,367.50 | → | 7,102.00               |
| Drive Area      | 413.50   | 413.50   | 413.50   | → | 1,240.50               |
| Sidewalk        | 206.00   | 85.00    | 85.00    | → | 376.00                 |
|                 |          |          |          |   | GRAND TOTAL            |

## Scheme details:

- 1-car garage, but includes enough depth to provide for additional parking space behind front fence, with or without carport
- Proposes pervious paving (turf-stone) for drive beyond fence as potential benefit of additional yard space
- Scheme assumes vacation of Indiana ROW to capture 10' of additional frontage and 5' of additional buildable area
- 9' width curb cut and drive
- Each house plan is identical, except for small change to front home to address NW 12th







**PROPOSED TURFSTONE PERVIOUS PAVERS  
USE W/ SCHEME 03A + 03B AS POTENTIAL BENEFIT  
WHERE 2-CAR GARAGE IS NOT PROVIDED**