

DESIGN/ESTIMATING

AGREEMENT

**JOHN MARZULLI – CGC008986
EMERALD CONTRACTORS, INC.
1118 East Court Street
Tarpon Springs, FL 34689
(727) 943-9046 Fax (727) 934-3209**

The undersigned _____ agree to have Emerald Contractors Inc. perform design, architectural, detailed cost estimating and specification services for the ultimate purpose of construction at property located at _____. Services shall be as follows:

Phase 1: Provide conceptual construction drawings that adequately show the basic intent and design criteria of the proposed construction. From the conceptual drawing(s), establish the goals, objectives and expectations of the client. Provide a preliminary cost estimate based on those factors. The preliminary estimate will define the basic scope of work of the project, the individual cost disciplines of the project and a budget range for the project as well as various options. The cost for Phase 1 services will be \$_____.

Date _____

Emerald Contractors, Inc.

Client

Client

Phase 2: If after Phase 1, the client wishes Emerald Contractors Inc. to continue its services Emerald and the client agree to the following:

1. The client will pay the direct costs for further architectural design and engineering services towards the completion of architectural and engineering documents. Said architectural and engineering services to include (but not limited to) lot survey and addition stake out, architectural plans (building and site), revisions to final plans and structural details (if necessary). Plans to include front, rear and side elevations (views), plot plan, truss plan, electrical, heating and cooling and plumbing schematics, shop drawings and engineering and a narrative description of the work being performed. This shall also include time for travel, phone calls, field and office work as necessary to define costs, specifications, allowances and other options the customer may wish to explore.

2. The fee for the Phase 2 process is: _____

Date

Emerald Contractors, Inc.

Client

Client

Phase 3: If after Phase 2, the client wishes Emerald Contractors Inc. to continue its services towards the ultimate construction of the project, Emerald and the client agree to the following:

1. Emerald Contractors will perform the services as required any further investigation, research, estimating and quantity take-off services as needed create the construction documents necessary to obtain the building permit and construct the project. These shall include but not be limited to the Construction Agreement, draw schedule, general conditions, final specifications, allowance items, owner contractor rights and responsibilities, final sealed engineered and architectural drawings, The contractor shall then obtain the building permit and start the construction.
2. The fee for the Phase 3 process is:_____

If Emerald Contractors, Inc. is authorized to perform all or a substantial portion of the work being proposed, all previously paid fees (from Phase 1- 3) shall be credited towards the final construction agreement cost. However, if Emerald is not authorized to perform the construction for any reason, all previous fees paid to Emerald for Phases 1-3 shall be non-refundable.

At the discretion of Emerald a deferred design fee of \$_____ may be due to be paid in full. *Note: Most architectural firms charge 5%-7% of the estimated cost of the project. In addition, there are no estimating, feasibility, trade partner, supplier input or options services performed.* Therefore, this fee is a representation of the value added services that our design/build services provide. The fee shall be paid when rendered and billed and shall be for the above stated prior services rendered. Upon payment of said fees, all plans, specifications and costs shall be handed over to the client for their own use. However, Emerald will not be liable for any design work, estimating, quantities or construction associated with this agreement if Emerald does not actually do the work. Emerald will also retain the right to use all or a portion of any planning, estimating or design work at their discretion as it may relate to other jobs they may have now or in the future

Laws: This agreement shall be governed and construed in accordance with the laws of the State of Florida. In the event that any provision hereof is determined to be invalid, that shall not serve to invalidate the remaining provisions, which shall continue to be in full force and effect.

Legal Action and Attorney fees: Any legal action brought by either party to enforce any provision hereof shall be construed to be in the State of Florida and County of Pinellas. The prevailing party in any such legal action shall be entitled to all costs incurred in connection therewith including attorneys fees actually incurred.

Date

Emerald Contractors, Inc.

Client

Client