

DESIGN/ESTIMATING AGREEMENT

JOHN MARZULLI - CGC008986
EMERALD CONTRACTORS, INC.
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The undersigned _____ agree to have Emerald Contractors Inc. perform design, architectural, detailed cost estimating and specification services for the ultimate purpose of construction of 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. They shall include a basic electrical layout, mechanical and plumbing components. 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 cost estimate for the project as well as various options. The cost for Phase 1 services will be _____.

Date _____ Emerald Contractors John Marzulli
Client _____ Client _____

Note: Buildings built prior to 1978 will require that you receive the EPA Lead Paint information pamphlet, sign that you have read it and understand it. Additionally, effective April 22nd, you may be required to abide by new EPA lead base paint protocols. You may want a lead base paint assessment. Procedures for the prevention if airborne lead base paint particulates may be desired or required as well as the abatement, containment or removal of materials containing lead base paint.

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. Emerald will provide further architectural design, engineering and construction documentation (Legal conditions, Payment (draw) schedule, description sheets, material sheets) as needed to obtain the permits and commence construction. Said architectural and engineering services to include (but not be limited to) lot survey, revisions to final plans, structural details (where applicable), electrical, heating and cooling and plumbing schematics, energy calculations, shop drawings, sealed engineered drawings (if applicable) and a narrative description of the work being performed.
2. The fee for services shall be \$ TBD .

Date _____ Emerald Contractors John Marzulli
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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- 2) 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 1-2 shall be non-refundable.

Note: we keep our design fees low in order to provide the most cost effective design services for our clients. *Most architectural firms charge 5%-7% of the estimated cost of the project. In addition, they provide no estimating, feasibility, trade partner, supplier input or options service.* If the client goes through the entire design process and decides not to use our construction services, Emerald will not be liable for any design work, estimating, quantities or construction associated with this agreement. 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. John Margull

Client: _____ Client: _____