

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 _____.
This agreement represent a good faith effort by both parties to engage in the Design/Estimating process. The clients agree they intend to use Emerald as their contractor for their renovations and Emerald will use its best efforts to provide excellent service, quality materials and workmanship and a pleasant building experience. Both parties recognize a great deal of time will go into providing accurate budgets, drawings and details for a mutual understanding of the work to be done.

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 line item cost estimate and cost description based on those factors. The preliminary estimate will define the basic scope of work of the project, the individual construction disciplines of the project and a budget range for the project as well as various options. We will be consulting with trade professionals, suppliers, design professionals and engineers and may bring many over to your home for their input.
The cost for Phase 1 services will be \$_____.



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Date

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- Phase 2:** Emerald will provide further architectural design and engineering services for a _____. At this phase a we will create a detailed narrative description (scope) of work for all the construction disciplines. Material selections will be made, Additional trade contractors and suppliers may be called in to look at the project as it relates to their construction discipline. Additional architectural and engineering services may also be performed. They might include (but not be limited to) *formal* “as built” drawings, lot survey, revisions to final plans, structural details, electrical, heating, cooling, and plumbing schematics, shop drawings and sealed engineered drawings.. Plans shall be ready for permit acquisition and construction documents will be signed to commence construction at this phase. Construction Documents will include (but not limited to) construction agreement, legal terms and conditions, draw requests and any other pertinent documents.
The fee for services shall be part of the total job cost..



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Note: Homes 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 22, 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.

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, and 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 attorney's fees actually incurred.



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