



DESIGN AGREEMENT

Wm. Shaw & Associates (WSA)
4206 Law Street
Houston TX 77005
713-666-1931

Client(s):

Houston, TX 77

PROJECT ADDRESS:

PROJECT DESCRIPTION:

Based on the client's need, want, wish list, and client required input for further details and clarification, the design staff to the best of their capabilities will create in a 3-D model, (2) proposed designs for the _____.
A budget range discussed was between \$000 – 000K and is dependent on the client's products and final design.

DESIGN PROCESS:

Wm. Shaw & Associates as the designer will create a 3D model, what we call an "As-built", of the existing kitchen and master bathroom. (WSA) will then to the best of their abilities complete (2) Designs, Design A and Design B accompanied with respective Preliminary Estimates within 10%. Along with the Preliminary Estimate, the client will also be given an Allowance Guide which will itemize, quantify, and cost out each of the respective products that are going to be involved.

After the Design Presentation, we will then email client a copy of the plan file along with our Chief Architect client viewer download instructions so the client can then download, review the designs in 3D, and decide on which Design direction they wish to proceed (Design A or Design B). Client will also provide Wm. Shaw & Associates with a list of plan and 3D model revisions they wish to revise. (WSA) will then make any necessary revisions and then send back the revised plan for client review and approval. Once the design has been finalized, we will then ask the client for approval to move on to Construction Drawings and upon approval we will collect payment of the Construction Drawing Fee. Upon completion of the Construction Drawings, (WSA) will then send a copy of the plans to the client for review and approval.

Once the Construction Drawings have been approved by the client, Wm. Shaw & Associates will then generate a Final Construction Budget and meet with the clients to review. Once the final budget has been approved and the final revisions have been made to the Construction Drawings, we will then be ready to sign documents and submit for permit. This will then bring us to the conclusion of the Design Process and ready to move into Construction.

To help simplify things, our design process will be broken into two phases; Phase 1: The Preliminary Design and Phase 2: the Construction Drawings.

PHASE 1: THE PRELIMINARY DESIGN

- Step 1: Collect Retainer for Design Fees (Phase 1)
- Step 2: Schedule As-built Meeting & Complete 3D model of Existing Home/Areas related to design
- Step 3: Meet with Clients for Design Consultation Meeting at Clients Home
- Step 4: Allow WSA to Complete the Preliminary Design, Scope of Work, and Allowance Guide
- Step 5: Give Design, Scope of Work, and Allowance Guide to Production to Generate Rough Estimate
- Step 6: Design Presentation Meeting and review of Preliminary Estimate
- Step 7: Make Design Revisions and Email to Client for review
- Step 8: Finalize Design & Obtain Client's Approval to proceed to Phase 2: Construction Drawings

PHASE 2: CONSTRUCTION DRAWINGS

- Step 9: Collect Payment for Construction Drawing Fee
- Step 10: Complete Construction Drawings and send copy to client for review
- Step 11: Make revisions to Construction Drawings if necessary
- Step 12: Meet for Construction Budget and Document Review
- Step 13: Make final Budget revisions and obtain Clients approval to move forward into construction
- Step 14: Receive Signed Document Package and first Draw check from client
- Step 15: Generate permit package and submit to city
- Step 16: Schedule Pre-Construction meeting with Clients and Project Manger prior to Start Date

PHASE 3: SELECTION OF PRODUCTS-FIXTURES-FINISHES

PRODUCT SELECTIONS, CONSULTATION, AND DOCUMENTATION (BLUE BOOK):

William Shaw & Associates provided services: \$80 per hour

Our Product Selection Coordinator will provide product support to include: consultation services, setting up meetings at various product showrooms, selection help and guidance, tile elevations & details, and the completion of the product specification book "Blue Book". We can also assist in wall finishes and paint selection. Typically these services can range between \$500 and \$1,500 depending on project size and complexity. The client and contractor will agree to an amount of hours that are required for this project with the minimum at (10) hours.

PHASE 4: CONSTRUCTION (FIXED PRICED CONSTRUCTION CONTRACT W/ ALLOWANCES)

Any Engineering Fees, Permitting Fees, Soil tests, and Surveys that may be required at the end of phase 2 are not included in this Design Agreement. Upon proceeding to construction with (WSA), all costs associated with engineering and permitting will be included in Final Construction Budget. We understand the importance of the Engineer, the Design, and the harmony it takes to create a well designed home. Any changes that need to be made to the drawings due to structural issues will be included in this agreement.

COMPENSATION & DESIGN FEES:

All work performed will be billed at an hourly rate of \$85 dollars. PHASE 1 payment is a non refundable retainer and is due at the beginning along with a signed copy of the design agreement. Payment for PHASE 2 is due at the end of PHASE 1 when the clients give (WSA) permission to proceed with PHASE 2 – CONSTRUCTION DRAWINGS. Clients will be updated every 20 hours with a detailed hourly breakdown of work completed. Any additional work above and beyond the estimated hours to complete the model and construction drawings will be billed at additional hourly rate. Any additional hourly charges will be estimated and preapproved by the client prior to work being completed. If work hours are less than the estimated a credit will be applied to the Client's account. To the best of our abilities, we estimate PHASE 1 will take approximately 45-55HRS to complete.

PHASE 1: (Payment 1)

MODELING OF CLIENT DESIGN & PRESENTATION FEE: \$ 0000.00 (\$85@00HRS)

PHASE 2: (Payment 2)

CONSTRUCTION DRAWINGS AND DOCUMENTATION FEE: \$ 0000.00 (\$85@00HRS)

PHASE 3: (Payment 3)

RETAINER FOR PRODUCT SELECTION COORDINATOR SERVICES \$000.00 (\$80@ 00HRS)

TERMS AND CONDITIONS:

1. The Terms and Conditions are expressly incorporated into this agreement. This agreement constitutes the entire understanding of the parties. No other understanding of the representations, collateral or otherwise, shall be binding unless in writing, signed by both parties. This agreement shall not become effective or binding upon Wm. Shaw & Assoc. until signed by William L. Shaw, Jr. and the Client. By the signature below, client(s) acknowledge receipt of a fully completed copy of this agreement.
2. Wm. Shaw & Associates by the nature of their business being a design-build company does NOT carry errors and omissions insurance and Client understands that the services provided by Wm. Shaw & Associates will enable the client and its selected contractor to secure a building permit.
3. The construction drawings and documents are the property of Wm. Shaw & Assoc. and the client.
4. **PAYMENTS AND DISBURSEMENTS:** Upon signing the agreement, a non-refundable retainer for the estimated design fee (Phase 1) is due. All other payments are due and payable upon receipt of an invoice. **If the relationship between Wm. Shaw & Assoc. and the client is cancelled after the design agreement has been signed but prior to the modeling presentation, the client will be billed at an hourly rate of \$110.00 per hour for all work completed up until the date of cancellation.** Overdue payments will bear interest at the maximum legally permissible rate. Failure by client to pay any invoice within thirty (30) days after payment is due shall constitute a material breach of this agreement. All checks shall be made payable to Wm. Shaw & Assoc.
5. **DISCLAIMED WORK:** No engineering work (analysis and sealed drawings) is included in the design agreement unless expressly specified. This agreement does not include submission of the documents to the city building department having local jurisdiction or the acquisition of such parties as may be required for construction of the designed project.
6. **ADDITIONAL WORK:** If the Scope of Work is materially changed after the date of this Design Agreement which necessitates additional work in the preparation of the design, drawings, and documents, the amounts payable to William Shaw & Associates shall be increased in accordance with the additional work hours caused by such changes and the estimated hours of each phase will of course increase.
7. **PLANS AND SPECIFICATIONS:** Measurements, sizes, and shapes in plans and specifications are approximate and subject to field verification and structural idiosyncrasies. Wm. Shaw & Assoc. shall not be held responsible for any inaccuracies, errors, or omissions of any and all information supplied by client or agent for owner.

Wm. Shaw & Associates _____

Client(s): _____

BY: William L. Shaw, Jr. _____

BY: _____

DATE: _____

BY: _____

DATE: _____