



Design | Build | Remodel

## DESIGN AGREEMENT

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

Client(s):

## DESIGN PROJECT

PROJECT ADDRESS:

### DESCRIPTION OF DESIGN PROJECT:

Wm. Shaw & Associates along with our staff as the DESIGNER will design and illustrate the design/s using a 3D computer modeling system. Plans and/or schematic drawings for a remodeling/addition project will be produced. The project is described generally as follows:

### PRELIMINARY PLANS ARE TO INCLUDE:

- Drawings to scale, illustrating floor and necessary elevations, with door sweep and window placement.
- All code and Plat research to ensure ability of project to be constructed.
- Preliminary notes and construction techniques.
- Solutions to major design problems.

## DESIGN FEES

A RETAINER OF: \_\_\_\_\_ IS DUE UPON SIGNING OF THIS AGREEMENT.

PRELIMINARY DESIGN FEE IS: \_\_\_\_\_

ESTIMATED FEE FOR CONSTRUCTION DRAWINGS: 2% of final construction budget

## PAYMENTS

Upon signing the agreement, the retainer is due. The RETAINER is a NON-REFUNDABLE fee that covers the creation of the existing conditions model and administrative costs incurred throughout the design process.

Preliminary Design Fee will be due upon completion of the CONCEPTUAL DESIGN, its approval by the contractor and client(s) and the preliminary drawings. (See paragraph 4 of terms and conditions)

Construction Drawing Fee (2% of the final agreed budget) will be due upon completion of the CONSTRUCTION DRAWINGS (EXCLUDING ENGINEERING) AND BUDGET, and their approval by the contractor and client(s).

NOTE: Construction documents will not be initiated until the PRELIMINARY ESTIMATE has been completed and approved by all parties. Changes in the drawings and details necessitated by budget constraints from the preliminary budget meeting will be incorporated into the construction documents. Construction documents will include all drawings and details to obtain all necessary building permits.

## 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 Architect/Designer. By the signature below, client(s) acknowledge receipt of a fully completed copy of this agreement.
2. These designs and documents will be developed with the assumption that if the preliminary design and estimate is accepted and construction drawings are undertaken the project will be built by Wm. Shaw & Assoc. according to its construction system and techniques along with all specifications and notes by the Architect/Designer if part of the team. Wm. Shaw & Assoc. shall not be held responsible for errors or omissions if construction is performed by others not familiar with the systems and methods of Wm. Shaw & Assoc.
3. The conceptual design, construction drawings, and documents are the property of Wm. Shaw & Assoc. These are developed for the express purpose of construction by Wm. Shaw & Assoc. and not for the use of the client or others to construct. The fee rates under this design agreement are minimal and only cover expenses. All designs, drawings, and documents must be returned to Wm. Shaw & Assoc. if the design agreement is broken, dissolved, or the client or contractor decides to not proceed with construction.
4. PAYMENTS AND DISBURSEMENTS: Upon signing the agreement, the retainer 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 completion of the preliminary drawings, the client will be billed at an hourly rate of \$75.00 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 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, unless the construction drawings have been completed, approved, paid for and a construction contract has been signed between both parties.
6. ADDITIONAL WORK: If the scope or nature of the work is materially changed after the date of this agreement which necessitates additional work in the preparation of the preliminary documents, the amounts payable to Wm. Shaw & Assoc. shall be increased in accordance with the additional work caused by such changes. Client may make one (1) design modification during the preliminary design phase. Changes to the construction drawings and preliminary design after one (1) modification will be billed at \$75.00 per hour as well as additional costs for plan copies necessary for permits, subcontractor re-bid, and office use.
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: \_\_\_\_\_