



1267A MASSACHUSETTS AVE.
ARLINGTON MA 02174
781-648-2835
Reg. # 101683



DESIGN/BUILD RETAINER AGREEMENT

CLIENT: _____ DATE: _____

The undersigned agrees to retain *Custom Contracting, Inc.* to prepare preliminary plans and specifications for proposed remodeling for his/her home located at:

PROPOSED PROJECT DESCRIPTION:

TARGET BUDGET:

THE FOLLOWING SHALL BE INCLUDED:

Meeting #1 - With owners:

- Measure the existing areas to be affected by the new project(s).
- Gather information about the proposed project(s).
- Images from magazines, specifications for equipment or fixtures to be incorporated into the project, sketches, or any other types of images from the owner(s) would be helpful.
- A design concept will be developed based on the target budget and information gathered at the first meeting.

Meeting #2 - Presentation:

- Drawings will be created to express design concepts for owners to visualize design intent. Drawings will include floor plans, exterior views, interior overviews, and/or interior “picture views” as needed to express and confirm design concept with owners.
- A preliminary budget will be provided based on design concept presented
- At the end of the presentation the owner(s) will review and comment.
- Details and product specifications and/or allowances are confirmed and/or established as needed to generate a written proposal for the project(s).

Meeting #3 - Final Presentation:

- Final concept plans are presented reflecting the owner’s comments.
- A detailed written proposal will be presented based on the project design and specifications established at meeting #2.
- Cost to complete construction plans ready for permit approval will be included in the total project cost. Plans for permit and construction will be completed after acceptance of a construction contract.

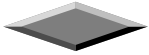
The sum of \$ _____ is hereby acknowledged as received.

Additional Terms of This Agreement:

Should *Custom Contracting, Inc.* be authorized by the owner to complete all or a substantial portion of the proposed project(s) at meeting #3, the RETAINER FEE for preparing preliminary plans, specifications and cost estimate shall be credited in full against the final cost of the project. **There will be no credit for the retainer fee if the project is not accepted at meeting #3.**

It is also agreed that all plans and specifications shall be for the exclusive use of; and will remain the property of *Custom Contracting, Inc.* until a Construction Contract agreement for the proposed work is reached between both parties. No plans will be given to owners during the design process. Owners are welcome to view all plans at the contractor’s office at a mutually agreeable time.

Note: Should the scope or budget of the project change during the design phase, an addendum shall be written on the space provided below for the clients’ authorization, reflecting the changes and any additional costs that may or may not affect the original design and/or project budget.


ACCEPTANCE OF DESIGN/BUILD RETAINER AGREEMENT

Shawn P. McCadden, Certified Remodeler
CUSTOM CONTRACTING, INC., President

OWNER

OWNER

CUSTOM CONTRACTING, Inc. is the only Massachusetts general contracting company with four Certified Remodelers (CR) and eight Certified Lead Carpenters (CLC) on staff; certification is by The National Association of the Remodeling Industry (NARI)

Changes to this Design/Build Retainer Agreement:

Note:

Use this area to identify any changes to this agreement after original acceptance of this agreement.

Changes to this agreement as follows:

The above changes in scope of work, project budget, and/or design retainer fees are accepted:

Signed: _____ **Date:** _____



Custom Contracting, Inc.

"detail makes the difference"

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DESIGN/BUILD RETAINER AGREEMENT

CLIENT: _____

DATE: _____

Stress Preliminary!

The undersigned agrees to retain *Custom Contracting, Inc.* to prepare preliminary plans and specifications for proposed remodeling for his/her home located at:

PROPOSED PROJECT DESCRIPTION:

Include enough info to qualify/limit the project scope and the budget assumptions

Measure at the end of or after Mtg. #1

TARGET BUDGET:

Use a budget range rather than a specific number. It always cost more than we/they think!

THE FOLLOWING SHALL BE INCLUDED:

Meeting #1 - With owners:

- Measure the existing areas to be affected by the new project(s).
- Gather information about the proposed project(s).
- Images from magazines, specifications for equipment or fixtures to be incorporated into the project, sketches, or any other types of images from the owner(s) would be helpful.
- A design concept will be developed based on information gathered at the first meeting.

Gather, not tell!

Homework before Mtg. #1

Don't let the designer blow the budget by being overly creative!

Need
"What-if"
ability

Accuracy
of Mtg.
#3
depends
on this!

Meeting #2 - Presentation:

- Drawings will be created to express design concepts for owners to visualize design intent. Drawings will include floor plans, exterior views, interior overviews, and/or interior "picture views" as needed to express and confirm design concept with owners.
- A preliminary budget will be provided based on design concept presented
- At the end of the presentation the owner(s) will review and comment.
- Details and product specifications and/or allowances are confirmed and/or established as needed to generate a written proposal for the project(s).

As
needed!

Concept plans, not
construction plans!

Meeting #3 - Final Presentation:

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- A detailed written proposal will be presented based on the project design and specifications established at meeting #2.
- Cost to complete construction plans ready for permit approval will be included in the total project cost. Plans for permit and construction will be completed after acceptance of a construction contract.

This is
the time
to wow
them with
your
ability to
listen
during the
process!

Why spend their money until
they are committed?

The sum of \$ _____ is hereby acknowledged as received.

How and how much will
you charge them for
your services?

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No Wimps!



It is also agreed that all plans and specifications shall be for the exclusive use of; and will remain the property of *Custom Contracting, Inc.* until a Construction Contract agreement for the proposed work is reached between both parties. No plans will be given to owners during the design process. Owners are welcome to view all plans at the contractor's office at a mutually agreeable time.

You must control who sees what to avoid others bidding against your plans and ideas!

Exclusive use! Nothing until you are under contract for the construction!

No Wimps!

Note: Should the scope or budget of the project change during the design phase, an addendum shall be written on the space provided below for the clients' authorization, reflecting the changes and any additional costs that may or may not affect the original design and/or project budget.

**Probably the most important detail to manage.
Use it as a go-no-go on budget or scope changes.
No CO, no changes! "What should we do now?"**



ACCEPTANCE OF DESIGN/BUILD RETAINER AGREEMENT

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Add propaganda as needed! Do not over do it!

Changes to this Design/Build Retainer Agreement:

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Changes to this agreement as follows.

Don't start adding things for free! If not money, always get something in exchange as payment for your efforts.

Show them that this is a required part of the process. Confirm that they agree!

Additional cost for this retainer due to the changes described above: _____ \$

The above changes in scope of work, project budget, and/or design retainer fees are accepted:

Signed: _____ Date: _____

No signature, no changes!