



# Design Agreement

David Nelson

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3008 PINECREST DRIVE

JANUARY 14, 2025

# Project Brief

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**TYPE:** Remodel Addition  
**SIZE (SF):** Two schemes to explore focused primary suite addition with minimal remodel vs more remodel heavy + smaller one story addition solution.  
**BUILD BUDGET:** TBD. Goal of improving the home for David without over-investing from a real estate perspective.

1

## PRIMARY SCOPE GOALS:

- Living room addition that expands the footprint a few feet at the back for a more comfortable layout, introduces a wood burning fireplace, and provides a better connection to the backyard/pool.
- Address foundation issues at living room tie in.
- Possibly relocate the laundry for improved layout.
- Improve the primary suite either by adding a new suite above the garage or remodeling two bedrooms into proper suite with an improved bathroom and walk-in closet(s).
- New flooring in living/kitchen
- Consider curb appeal and entry sequence improvements

2

## SECONDARY SCOPE GOALS:

- Access to the house from the garage would be nice (currently covered but not conditioned connection).

## ADDITIONAL NOTES:

- Dining room can be smaller and informal. Stair can go in this area if primary suite is added above.
- Preference for all one story home, but tight on impervious cover so this may not be possible.
- Office doesn't need it's own room. Ideally stays close to the master.
- Only needs one covered parking space (currently has 2).
- Currently close to maxed out on impervious coverage.



# Deliverables

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## Feasibility

### **DEVELOPMENT RESEARCH (DR)**

Our team coordinates a site visit to the property to evaluate and document existing conditions. If there is an existing building in the project scope, we also coordinate a Matterport Scan, which is a 3D camera technology used to produce 4K virtual tours of a building. The scan documents the interior spaces and produces a floor plan to scale. This floor plan serves as the blueprint from which design solutions are developed at this stage.

After visiting the property, our team will produce a Development Research Packet specific to your property, which summarizes applicable codes and regulations that can affect the project. For example, we take note of all zoning restrictions, easements, identify historic status, check for floodplain restrictions, and flag expired permits. A site survey is required to complete project research. From the survey, Moontower will produce a site plan. If applicable, the team will also provide a Build Evaluation, which compiles all of the relevant site observations of existing conditions noted during the site visit and includes any recommendations or action items.

### **SCHEMATIC DESIGN (SD1)**

This is our first creative step exploring design possibilities for your property. During schematic design we will examine design solutions that incorporate your programmatic requirements, all the while carefully considering the function, scale, massing, circulation and relationship of spaces. We will present two design plan schemes and discuss rough construction budget and timeline for each to help illustrate what is possible for your project. All design revisions will be made and presented in Discovery unless an Owner requests additional services. In that case, revisions will be billed hourly.

## Discovery

### **AS-BUILT MEASUREMENTS (AB)**

If we are working with an existing structure, we will record site measurements of the building and produce an as-built drawing set. Moontower will also review the property research calculations and reconcile any discrepancies from assumptions made during Feasibility.

### **SCHEMATIC DESIGN 2 (SD2)**

Our continued exploration of design possibilities. The team will produce a single schematic design plan based on feedback from Feasibility. Moreover, a Style Story will be presented to convey the materiality, color palette, and mood of each space. The goal is to define the program, scale, circulation, and spatial relationships, as well as, creating a vision for the look and feel. Two revisions to the design are included. Additional revisions may be provided as hourly services.

### **BUDGET PLANNING 1 (BP1)**

Moontower produces the first budget estimate for the schematic design concept plan. This facilitates scope evaluations and financing discussions making sure that the design and budget goals are aligned. BP1 pricing is based on historic data, experience, and allowances based on recent projects in bidding; Moontower does not collect bids from subcontractors for the project at this early stage. One BP1 revision is included to make adjustments as needed. Additional revisions may be provided as hourly services.



# Deliverables

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## Design & Planning

### **DESIGN DEVELOPMENT (DD)**

The drawing development and selections phase. Moontower will assist with consultant (i.e. structural and civil engineers) onboarding and coordination as required. The design team will develop the architectural drawings for permit and construction and simultaneously work with you to make all of your selections. Selections will be presented via a series of presentations, each accompanied by a 3D walkthrough and progress set. You will review and approve everything from trim profiles, doors, windows, paint colors, appliances, lighting and plumbing fixtures, to cabinet hardware and shelf brackets. All of these decisions will be coordinated with the drawings, consultants, and recorded on a finish schedule in preparation for construction and bidding. Two revisions to the finish schedule are included. Additional revisions may be provided as hourly services.

### **BUDGET PLANNING 2 (BP2)**

With a more developed drawing set and finish schedule Moontower can provide an updated itemized budget to make sure that the project goals are still being met. At this stage most of the line items are still allowances; however, we do start to request bids from subcontractors and vendors for specific scopes as needed. One BP2 revision is included to make adjustments as needed. Additional revisions may be provided as hourly services.

### **PERMITTING & CONSTRUCTION DOCUMENTS (CD)**

The finish schedule and architectural drawings will be developed to include additional detail necessary to communicate the entire scope to all project stakeholders. Moontower will also prepare, submit and manage the permit application as required to get approval for development.

### **BIDDING & ESTIMATING\***

Moontower will conduct subcontractor walkthroughs, collect subcontractor bids and vendor quotes, remove allowances, and provide a final fixed price construction budget and construction schedule. Upon Owner approval of the budget, the build agreement package will be prepared. One revision to the final construction budget is included as needed. Additional revisions may be provided as hourly services.

A construction budget not to exceed has not been established. During the design process realistic construction goals will be set according to Owner priorities informed by the design and construction investment discussions. If the construction goals change, Moontower will need additional hours to make corresponding revisions.

## Build

### **CONSTRUCTION ADMINISTRATION (CA)**

Design team representation will be provided at biweekly meetings to observe progress and coordinate any issues that arise during construction. Design construction administration services include 15 hrs/month of time by design staff. If this is exceeded, Moontower will bill at the hourly rates listed in this Agreement under additional services. Design time required for any change orders will also be billed as hourly additional services.



# Terms & Conditions

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## DESIGN REIMBURSABLE EXPENSES

Reimbursable expenses are in addition to design services. Moontower will bill for expenses such as but not limited to third party consultants such as a surveyor or subcontractor (ex: plumber hired to scope plumbing lines, laborer hired to determine existing foundation depth), as well as permit fees, material samples or mock ups, and large format printing as required for the Project.

## ADDITIONAL SERVICES

Additional services for revisions will be billed at the fixed rate of:

- \$185/hr for a Partner, Director
- \$165/hr for an Architect, Sr. Designer, Sr. Interior Designer
- \$135/hr for a Designer, Interior Designer, Build Project Manager, Superintendent, Estimator, Purchaser
- \$110/hr for a Jr. Designer, Jr. Interior Designer

## INVOICING

Moontower will invoice the Owner for services rendered on a monthly basis based on design progress. All invoices are due upon receipt.

## CONSTRUCTION PRICE

The Construction Price for the Design & Planning phase is initially determined in Discovery based on the Budget Planning total and approved by the Owner before proceeding. At the end of Design & Planning the total for design fees will be adjusted based on any increase in the final Construction Price produced at the end of bidding. The Construction Price shall not include design costs or the cost of any consultants hired by the Owner and associated with the Project, such as a structural, civil, or geotechnical engineer, property research and permitting consultant, surveyor etc). Also, the Construction Price does not include work managed by the Owner concurrent with construction.

## DESIGN COPYRIGHT

All designs created by Moontower are copyright protected. As the copyright holder, Moontower has the right to reproduce the copyright work, the exclusive right to prepare derivative works based on the copyright work, and to perform or display the work publicly. An Owner can only acquire the copyright by negotiating a transfer in writing from the copyright holder. Upon execution of this Agreement, Moontower grants to the Owner a nonexclusive license to use their Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The license granted permits the Owner to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If Moontower or the Owner terminates this Agreement, the license granted here shall terminate.

## PROJECT PHOTOGRAPHY

As we require a permanent record of our design projects, the Owner will permit Moontower or our representatives to photograph the property after completion, and we will be entitled to use such photographs for our business purposes including publication. If any photographs are published by us, we shall not identify your name and address in any such publication.



# Terms & Conditions

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## **TERMINATION**

Signing this Agreement is not a commitment for full design services. Either party may terminate the agreement in writing. Work performed will be released by Moontower to the Owner in the current state of the most recent paid invoice.

## **DISPUTE RESOLUTION**

For any dispute arising out of or relating to this Agreement, the parties will first attempt to resolve disputes through informal discussions. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The parties shall share the mediator's fee and any filing fees equally. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

In the event that one or both parties do not desire to mediate, or the dispute is not resolved by direct discussions and or mediation, the dispute shall be submitted to the AAA in Travis County, Texas for binding arbitration in accordance with the construction industry arbitration rules of the AAA and the laws of Texas. Each party shall share equally in all filing fees and administrative cost of the arbitration. The arbitration shall be governed by Texas Law and the U.S. Arbitration Act, 9 U.S.C. SS 1-16, to the exclusion of any provision of state law that is inconsistent with the application of the Federal Act. If Moontower or the Owner(s) is a prevailing party in any legal proceeding brought as a result of a dispute under this Agreement, such party will be entitled to recover from the non-prevailing party all costs of such proceeding and reasonable attorney fees. If the non-prevailing party fails to comply with all aspects of the arbitration award within 30 days following issuance of the award, the prevailing party shall be entitled to seek enforcement of the award in any court of competent jurisdiction in Travis County, Texas. If enforcement or vacature of the award is undertaken, the prevailing party in such proceeding shall recover its necessary and reasonable attorney's fees, in addition to any other relief to which the parties entitled.



# Photography, Video & Audio Release Form

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## PERSON

- I consent to the use of my voice, images, likeness, and all attributes of my personality, regarding any film, audio tape, video tape, audio-visual work, photograph, in any media or embodiment, including, without limitation, all formats of computer readable media, produced by, of and for the benefit of Moontower.
  
- I consent to the use of my full name.
  
- I consent to the use of my first name only.

## MINOR

- I consent to the use of my minor children(s) (18 and below) voice, images, likeness, and all attributes of their personality, regarding any film, audio tape, video tape, audio-visual work, photograph, in any media or embodiment, including, without limitation, all formats of computer readable media, produced by, of and for the benefit of Moontower.
  
- I consent to the use of my children's full name.
  
- I consent to the use of my children's first name only.

By signing this release, I understand that photographic or video recordings may be electronically displayed via the Internet and Social Media of my myself, or my children per the permissions consented to above. There is no time limit on the validity of this release. Additionally, I waive any right to royalties or other compensation related to the use of my image or recording. By signing this form, I acknowledge that I have completely read and fully understand the above release and agree to be bound thereby.

## OPT OUT

- I choose to opt out of all use of photographs, video, and audio content of myself and family.

\_\_\_\_\_  
Owner (full name)

\_\_\_\_\_  
Owner (full name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Social Media @ \_\_\_\_\_

Social Media @ \_\_\_\_\_

Email Address \_\_\_\_\_

Email Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Phone Number \_\_\_\_\_



# Design Agreement



**PROJECT:** 3008 Pinecrest Drive  
Austin, TX 78757

## Feasibility

**\$5,500**

A 50% deposit is due with your acceptance of this section of the agreement to commence this work. The remaining balance will be due upon completion.

\_\_\_\_\_ Date

Frank Farkash, Moontower CEO

\_\_\_\_\_ Date

\_\_\_\_\_ Date

## Discovery

**\$12,500**

A deposit of \$3,000 is due with your acceptance of this section of the agreement to commence work. The deposit will be applied to your last design invoice.

\_\_\_\_\_ Date

Frank Farkash, Moontower CEO

\_\_\_\_\_ Date

\_\_\_\_\_ Date

## Design & Planning

**11% of CONSTRUCTION PRICE**

Construction price is defined in the Terms & Conditions section of this Agreement. In order to commence this work, you will be asked to sign and approve the Budget Planning 1 estimate prepared at the end of Discovery.

