**Construction engineering design contract**

Designation： Design of Construction Drawing of the Wetland Museum of Wolong Lake, Kangping, Shenyang

Location： Kangping, Shenyang

No. of contract：

(Filled by undertaker)

Consignor： Wuxi Huaixa-Phytorestore Environnemental Technologie Co., Ltd

Undertaker： Beijing Zhongjian Huateng decoration Co., Ltd

Signature date： / 12 / 2016

Consignor(Party A)：Wuxi Huaixa-Phytorestore Environnemental Technologie Co., Ltd

Undertaker(Party B)：Beijing Zhongjian Huateng decoration Co., Ltd

A entrusts B to bear the responsibility of Design of Construction Drawing of the Wetland Museum of Wolong Lake, Kangping, Shenyang, two parties reach an agreement and sign this contract after passing through the consultation.

Article 1 This contract is concluded in accordance with the following documents：

1.1 "Contract Law of the People's Republic of China" and "Construction Engineering Survey and Design Contract Regulations"

1.2 National and local laws and regulations on engineering survey and design management.

1.3 Construction project approval document.

Article 2 Name, scale and design content of this design project：

2.1 Designation of project：

（1）Deepen the design of the construction drawing of the exposition zone of the second floor of which the plans will be provided by the foreign party; deepen the design of a part of the exposition zone of the first floor; But because the Party A has not clarified the demands of the first floor’s plans and its work requirements, 经协定一层局部布展区域图纸工作量超出甲方签订本合同时现有提交给乙方图纸量的50%，超出的图纸量工作协商超出部分的深化设计工作费用。

（2）不包括建筑结构改造的设计（包括加建、钢结构、承重墙改动等），以及建筑外观设计和亮化设计；不包括各设备专业{暖通（空调、通风、采暖）、消防、厨房设备、智能控制等}设计，但可需与前述各专业配合或预留设计；

2.2 Content of design：

1. 乙方有责任向甲方汇报设计成果，并向甲方及相关单位进行详细设计交底；设计费用中包括乙方到项目现场技术服务（包括现场勘察、汇报、指导）的次数为3次，每次2-3天；超出3次以后的相关技术服务，每次产生的差旅费、食宿费用、交通费用由甲方承担。
2. 乙方交付设计成果后，应根据甲方审查意见，对设计内容做必要的调整、修改。

（2）乙方不负责驻场设计，如有特殊情况，再行协商。如需乙方到现场勘察、汇报，乙方到甲方所在地期间产生的差旅费、食宿费用、交通费用由甲方承担。

Article 3

Relevant information and documents submitted by A to B：

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Name of document | Number of copies | Content requirement | Submission date |
| 1. | 20161216PDF and B10 human activities showcase. The plans of the exposition zone of the second floor | 1 copy | See the email and the contents of the documentation provided by Phytorestore | 2016.12.21 |
| 2. | Kangping scenography rapport final cn. The primary design report and the Process version reporting file. |
| 3. | INTERIOR DESIGN OF THE ECO-  MUSEUM . Program report file |
| 4. | Présentation generale\_Kangping\_  sept2016 – Copie colors and materials. Of the Non-final edition |

Article 4 Design document submitted by B to A：

|  |  |  |  |
| --- | --- | --- | --- |
| Stage | Content of design service | Result submission | Submission date |
| 二层布展区施工图深化工作 | 第一阶段  准备深化工作 | 深化图纸目录及图纸量的文件提交；PDF文件。 | 2017.1.1 |
| 第二阶段  已有二层布展区域深化工作 | 完成已有二层布展区域深化立面主墙面立面图及布展区域的固定及组装展柜的三视图及剖面图纸绘制【PDF文件及两套白图文件】。 | 2017.1.21 |
| 第三阶段  一层局部布展区域深化设计及二层布展区域的详细节点深化图工作 | 完成已有一层布展区域的固定及组装展柜的三视图及剖面图及详细节点图纸及物料表的重新绘制；完成已有二层布展区域立面主墙面立面图及布展区域的固定及组装展柜的详细节点图纸及物料表的重新绘【PDF文件及两套白图文件】。 |  |
| 第四阶段  图纸审图签收确认及打印蓝图盖章 | 完成白图审图签收后，进行蓝图打印及公司盖章，提供四套蓝图及两个电子刻盘PDF及CAD文件。 |  |

详见附件一：沈阳康平县卧龙湖湿地博物馆布展区域深化图绘制项目设计计划表

Article 5 Design fees and payment methods：

5.1 该项目二层及一层局部布展区域深化施工图费单价为75元/平方米，面积为2000平方米，设计费为人民币￥ 150000元（大写：人民币壹拾伍万元整）；该项目二层及一层局部布展区域深化施工招标指导预算及工程量清单表格制作费用为~~人民币~~￥10000元（大写：人民币壹万元整）；此项目设计费用总计为~~人民币~~￥160000（大写：人民币壹拾陆万元整）。

5.1 The total design cost of the project is yuan (capital:).

5.2 本合同签订及甲方收到乙方开具的相应金额正式发票后3个工作日内，甲方支付乙方总设计费的25%，即~~人民币~~￥40000元（大写：人民币肆万元整）。

5.2 A pay 50% of the total design fee of yuan within 5 days after signing the contract, B issues the official invoice with appropriate amount.

5.3乙方提交第一阶段图纸及甲方收到乙方开具的相应金额正式发票后3个工作日内，甲方支付乙方总设计费的40%，即~~人民币~~￥64000 元（大写：人民币陆万肆仟元整）。

5.3 A pay 35% of the total design fee of yuan within 5 days after submitting the drawings, B issues the official invoice with appropriate amount.

5.4 乙方提交所有合格图纸并打印蓝图盖章签字以及甲方收到乙方开具的相应金额正式发票后后3日内，甲方支付乙方总设计费的25%，即￥40000 元（大写：人民币人民币肆万元整）

5.4 A pay the rest of the design fee which is 15% of the total design fee of yuan within 5 days after the completion of acceptance.

5.5甲方签收所有图纸并无图纸变更及乙方已确认收到图纸签收署名单后，乙方开始做该项目二层及一层局部布展区域深化施工招标指导预算及工程量清单表格制作工作及提交相应工作成果，甲方收到乙方开具的相应金额正式发票后后3日内支付乙方总设计费的5%，即人民币￥8000元（大写：人民币捌仟元整）。

Article 6 Responsibilities of A and B：

6.1 Responsibilities of A：

6.1.1 A submits to B the information and documents within the stipulated time and should be responsible for its completeness, correctness and time limit according to the contents stipulated in Article 3 of this Contract. A submits the above-mentioned documents and documents within 15 days of the prescribed period, B shall deliver the design documents within the time limit prescribed in Article 4 of this Contract; if the delivery date exceeds 15 days, B has the right to refix the submission date.

6.1.2 If A changes the design, size, condition of project or if the submitted results are wrong or the content is greatly modified which may result in a design rework of B, the two parties need to negotiate and to sign an additional contract (or another contract) in order to reclarify the relevant articles.

6.1.3 During the execution of contract, if A terminates the contract due to its own problems, B should refund the part of fee already paid by A in the situation that no work has been done. If B has started the design work, A should pat the relevant fee to B according to the work.

6.1.4 A pays the design fee to B by respecting the amount and time stipulated in Article 5 of this contract, and should pay the overdue liquidated damages of 0.2% of the total amount to be paid for each overdue day. If the overdue days exceed 30 days, Party B has the right to suspend the work and notify A in writing form.

6.1.5 If A requests B to submit the design result in advance, A should pay supplemental working fees for B.

6.1.6 A provides the convenience of working and living for B's on-site workers.

6.1.7 A protects B's design copyrights. A should not copy or transmit the design documents of B to anyone else for using in other projects, if the mentioned case occurs, B has the right to claim indemnity.

6.2 Responsibilities of B：

6.2.1 B should deliver the design documents to A in accordance with the contents, time and number of copies specified in Article 4 of this Contract.

6.2.2 B should be responsible for modifying or supplementing of the omissions or errors in design documents. If there is any damage or accident happened due to B’s errors, B should not only take remedial measures but also exempt A from paying for the lost part and pay compensation to A in accordance with the extent of damage and the maximum amount of compensation shall not exceed the contract value of the design fee.

6.2.3 If the submission date is overdue due to the problems of B, 0.2% of the design fee should be reduced for each overdue day.

6.2.4 After all the design documents are submitted by B, B participates in the review of the higher authorities and makes necessary modifications in accordance with the conclusions of the review in the scope of the original plan. B should deliver the design documents within the time limit stipulated in the contract. Within one year, the construction work should begin. B is responsible for the design work, design submission and provides in-site construction services to A to deal with the design issues and acceptance of the completion. If this project has not yet started construction within one year, B is still responsible for the above work and could require a suitable consultation service fee.

6.2.5 B should not transmit or transfer the technical and economical documents submitted by A to anyone else, if the mentioned case occurs, A has the right to claim indemnity.

6.2.5 在设计工作进行期间，甲方有权要求乙方根据甲方审图的意见进行修改，以使工程更加完善。但如果这些修改是由于甲方对原定任务书的变更而重新进行设计或修改是对已经认可的图纸的修改，乙方将按照增加的图纸张数加收一定的费用，由于前述原因而修改的，设计周期也应在双方协商下适当延长。乙方将把可能增加的费用和延长的时间书面通知甲方，并在收到甲方同意后才开始开展增加的工作。

Article 7 Others

7.1 If A requires B to send a special person to stay in the construction site for a long time to solve the relevant problems, the two parties should sign a technical consulting service contract.

7.2 All the national or local standard drawing used in this contract should be purchased by A. According to Article 4 of this contract, if the numbers of design documents delivered by B exceed the stipulated amount in the “Standard of Engineering Design Fees”, B could charge the additional cost of production.

7.3 In this project, if A needs B to assist in construction materials, equipment, processing orders, A should be in charge of this part of fee.

7.4 If A entrusts B to undertake the work and services other than the contents of this contract, A should pay the additional fees to B.

7.5 In case that if the contract could not be terminated due to force majeure, the two parties should resolve the matter in time through consultation.

7.6 If any disputes happened during the execution of contract, the two parties should resolve the matter in time through consultation. In case of failure of consultation, the two parties agree to submit the dispute to the Beijing Arbitration Commission for arbitration in Beijing.

7.7 If there is any unsettled affair, the two parties could sign a supplemental agreement as an annex of the contract, the supplemental agreement shall have the same effect as the contract.

7.8 This contract shall be in 4 copies and each party holds two.

7.9 Once all the obligations conclude in the contract are finished, this contract could be terminated.

Stamp page

|  |  |
| --- | --- |
| Consignor(Stamp)： | Undertaker (Stamp)：Beijing Zhongjian Huateng decoration Co., Ltd |
| Legal representative： | Legal representative： |
| Address： | Address： |
| Zip code： | Zip code：100015 |
| Telephone： | Telephone：010-84899590 |
| Fax： | Fax：010-84899590 |
| Bank： | Bank：China Merchants Bank Beijing Branch East Third Ring Sub-branch (463) |
| Bank account： | Bank account： 8611 8522 7710 001 |
| Signature of representative： | Signature of representative |

Signature date： year month day