

ARCHITECT 460 Powder Mill Road, Concord, MA 01742
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Agreement between _____ hereinafter referred to as "the Firm," and **Richard Keleher**, hereinafter referred to as, "the Consultant."

Project Name: _____ **Firm's Project #:** _____

Scope of Services: *(Choose types of service, indicating services to be performed with "X") (Mark individual tasks for Service Type A)*

Type A Assistance (any phase):

- Develop an architectural sheet list
- Mock-up (cartoon) set.
- Sketch typical wall sections.
- Sketch typical wall section/plan details.
- Sketch typical large-scale details.
- Other _____
- _____
- _____
- _____
- _____
- _____

Type B Technical Review of Building Enclosure Drawings (DD or CD phase):

- Building envelope properly detailed.
- General (not exhaustive) review of coordination and for conflicts between Architectural drawings of the building enclosure. No review of other disciplines or of door or finish schedules.

Type C Full Set Coordination (50%-100% CD's):

- Building envelope properly detailed.
- General (not exhaustive) review of coordination for cross-referencing and for conflicts between Architectural drawings and between disciplines.

Type D Construction Administration*:

- Review of submittals.
- Attendance at meetings and tests.

Documents To Be Provided by Firm: One *half-size* set of Drawings (Architecture only for Service Types A and B, all disciplines for type C) and Project Specifications (will be returned). *Half-size* set of transparencies of plans for all disciplines for Type C service. *Half-size* set of relevant documents for Type D service.

Information To Be Provided by Firm: Copy of Code Analysis (full narrative, if available), including Energy Code analysis and output of energy modeling programs. Window-cleaning strategy. Insurance underwriter's requirements. Expected interior relative humidity in winter.

Time: *(Fill in hours for services below)*

Type A or D Service: The estimated / maximum *(choose one)* number of hours allocated for this project is _____ hours.

Type B or C Service: The estimated / maximum *(choose one)* number of hours allocated for this project is _____ hours (based on _____ architectural drawings).

(Recommend 1.0 hours per architectural drawing for Type B and 2.0 hours for Type C for review at 90% construction documents. If KeyNotes are used, add 10%. For a final written report, add 10%)

Fee: (Travel time and meetings billed at same rate)

- **\$110/hour** for engagement for 1 day (8 hours) or more / week for a minimum of a year (separate agreement required).
- **\$120/hour** for 25 days (200 hours) duration and over.
- **\$130/hour** for 12 days (96 hours) up to 25 days (200 hours).
- **\$140/hour** for 6 days (48 hours) up to 12 days (96 hours).
- **\$150/hour** for 3 days (24 hours) up to 6 days (48 hours).
- **\$175/hour** for 2 days (16 hours) up to 3 days (24 hours).
- **\$225/hour** for one day (8 hours) to two days (16 hours).
- **\$300/hour** for one day (8 hours) or less.

or

- Lump Sum: \$ _____ .00 (strike out rates above)

Terms and Conditions:

The Consultant performs work within a short period of time that does not allow checking of calculations, dimensions, all references, all conflicts, or code issues. The Consultant has not participated in any of the decisions on which the drawings and specifications are based and does not review the final drawings after the suggested corrections are made. It is the responsibility of the Firm to review the Consultant's work and use its professional judgment to evaluate its adequacy and correctness before finalizing the drawings and specifications. Another architect will be the architect of record who will be employed by or engaged by the Firm.

Consequently, the Consultant assumes no liability for the project and shall be indemnified and held harmless by the Firm from and against all claims, damages, losses and expenses, including attorney's fees, arising out of the performance of this work. Nothing contained herein shall obligate the Consultant to appear in litigation on behalf of the Firm or to undertake work beyond what is explicitly described herein, except in consideration of additional compensation as mutually agreed upon in writing.

Documents created by the Consultant are instruments of service and the copyright to same remains with the Consultant. The Firm is granted copyright for use only on this particular project.

Printing, shipping and mailing costs shall be borne by the Firm.

*** See separate Construction Administration CA Provisions-1.**

Make checks payable to Richard Keleher. **Payment is due upon receipt of the invoice.** Delay in payment beyond 30 days subject to additional 2% per month from the date of the invoice. The Firm shall reimburse the Consultant for all attorney's fees and costs related to collection of overdue payments.

Accepted for the Firm

By: _____ Title: _____ Date: _____
(Print Name) (Signature) Rev.1L