

Agreement between

\_\_\_\_\_ hereinafter referred to as "the Firm," and **Richard Keleher**, hereinafter referred to as, "the Consultant." Work under this agreement will be related to the design of the building enclosure, with a focus on the prevention of air and water leakage and condensation due to thermal bridges.

**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 interior work.

**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 Service:** The estimated / maximum *(choose one)* number of hours allocated for this project is \_\_\_\_\_ hours.

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

*Recommend 1 hour per architectural drawing for Type B for review at 90% construction documents. If KeyNotes are used, add 10%. For a final written report or spreadsheet of comments, add 10% each.*

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

- **\$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 all of the decisions, including budget 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. If the Consultant is subpoenaed in regard to this project, the Firm shall compensate Consultant at the rate resulting from this Agreement.

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.

The Company (i) has in effect at the date of this agreement professional liability insurance in the amount noted below (the "Insurance"), (ii) will continue to maintain the Insurance so long as this agreement is in effect, and (iii) the Insurance provides coverage for the Consultant and for the work product of the Consultant in the same manner as if the Consultant were an Employee of the Company.

Amount: \$ \_\_\_\_\_

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

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.11