



NEW YORK HELSINKI KATHMANDU

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SAMPLE AGREEMENT BETWEEN CLIENT AND GAP NEPAL FOR ARCHITECTURAL/ENGINEERING OUTSOURCING SERVICES

STANDARD AGREEMENT OUTLINING SERVICES, COMPENSATION AND PAYMENT SCHEDULE

AT CLIENTS REQUEST WE WILL MAKE AVAILABLE, FOR SIGNING,
THE AMERICAN INSTITUTE OF ARCHITECTS [AIA]
AGREEMENT FOR WORK BETWEEN GAP AND CLIENT FORM B-141
OR ANY OTHER FORM OF AGREEMENT THE CLIENT WISHES GAP TO CONSIDER

Agreement between:

The Client:

AND

GAP

GPO Box 1420

Kathmandu, Nepal

Tele no. 977-1-5544990

Fax no. 977-1-5544990

Web www.gapnepal.com

Email alberthorowitz@gmail.com

For the following project:

The Client and GAP agree as follows:

GAP'S BASIC SERVICES and CLIENT'S RESPONSIBILITY

Client shall supply GAP with their CAD standards, file transfer protocol [FTP], standard sheet organization and any other items required to conform to client's project systems.

Programming:

Client shall create a detailed document defining the scope of work Including, but not limited to, written and graphic descriptions of:

- The Project
- Site conditions, boundary survey with the topography
- Local Planning/Zoning Regulations
- Circulation patterns
- Environmental systems
- Structural, mechanical, electrical, plumbing systems
- Site Photographs

Schematic Design:

Client shall give GAP the programming document and rough schematic design sketches

GAP shall produce schematic design drawings

Design Development:

Client shall review schematic design drawings, making required revisions

GAP shall produce design development and presentation drawings based on the revisions

Construction Documents:

Client shall review design development and presentation drawings, making required revisions

GAP shall produce construction documents based on the revisions

Bidding and Negotiations:

Clients responsibility, not in contract

Contract Administration:

Clients responsibility, not in contract

COMPENSATION AND PAYMENT SCHEDULE FOR BASIC SERVICES:

Compensation:

Client agrees to pay for Basic Services at hourly rates as outlined within Exhibit "A".

Payment schedule

_____ due at the signing of this agreement as a retainer

Notes:

1. Retainer shall be deducted in equal monthly payments as work progresses
2. Client will be build monthly and payments are due within 14 days of receipt of billing by client.
3. Fixed fees are available upon evaluation of the scope of work as provided by the client.

ADDITIONAL SERVICES:

Compensation for additional services not described under "BASIC SERVICES" shall be billed at hourly rates within Exhibit "A", if no other form of compensation is negotiated.

REPRODUCTIONS:

Reproduction of documents as hard copies for the Client's use or project needs shall be billed as a reimbursable expense on a monthly basis.

ADDITIONAL PROVISIONS:

All claims, disputes and other matters relating to this agreement, between the parties to this agreement, shall be decided by arbitration in agreement with the parties. Prevailing party shall be allowed attorneys fees and costs.

This agreement or future addenda may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

This agreement shall be enforced for one year of signing at which time it may be renegotiated or extended with the written consent of both parties.

This agreement or future addenda may be terminated by the Client upon at least seven days written notice to GAP in the event that the project is permanently abandoned. Compensation shall billed for work completed.

Neither the Client nor the GAP shall assign, sublet or transfer any interest in this agreement without written consent of the other.

This Agreement represents the entire and integrated agreement between the Client and GAP and supersedes all prior negotiations, representations or agreements, whether written or oral. This agreement may be amended only by written instrument signed by both Client and GAP.

If this agreement meets with your approval, please sign the enclosed copy and return with your remittance for _____.

Thank you for giving us this opportunity to work with you. If there are any questions, please do not hesitate to email or call.

Sincerely,

Accepted by:

Date:
For GAP

Date:

EXHIBIT "A"

PROFSSIONAL PERSONNEL SERVICE FEES

EFFECTIVE from June 1 2009 to June 1 2010

PERSONNEL	HOURLY RATE (USD)
ARCHITECTURE	
Project Manager	12.00
Designer	10.00
ENGINEERING	
Project Manager	12.00
Designer	10.00
CAD OPERATORS	
Project manager	12.00
Senior	10.00
Intermediate	7.50
Intern	4.00
ADMINISTRATION	
Account manager	8.00
Bookkeeper	5.00
Secretary	3.00