

# AHMANN LLC

ARCHITECTURAL SERVICES

REGISTERED IN MARYLAND, VIRGINIA, DELAWARE  
AND THE DISTRICT OF COLUMBIA

PROPOSAL 20 January 2015

**Brandon and Emily Gallas**

4430 9th Street, NW  
Washington, DC 20011

Brandon,

Pursuant to our discussions, we propose to provide the following continuing Architectural Services for improvements to your residence at the above listed address:

## SCOPE OF SERVICES:

- 1 CONSTRUCTION DOCUMENTS PHASE: Based upon an approved Design and a District of Columbia Board of Zoning Adjustment Special Exception Ruling, the Architect shall proceed with the preparation of Construction Documents for the Project. The Construction Documents shall include drawings, schedules and specifications as required to adequately describe the work for bidding, permitting and construction.
- 2 PERMITTING, BIDDING & CONSTRUCTION PHASE: The Architect shall assist the Owner with Permitting the project through the District of Columbia Department of Consumer and Regulatory Affairs (DCRA). Permit fees shall be paid by the Owner. Additionally, the Architect shall aid the Owner in the solicitation of bids for the construction of the Project, as well as in the review of bids, the selection of a General Contractor, and in the review and negotiation of the Contract for Construction for the Project. Further, the Architect shall perform Construction Phase services including: site visits to observe the general progress and quality of the General Contractor's work; review of the General Contractor's applications for payment; facilitating Owner- Contractor communication, providing clarifications of the drawings and specifications as may be required.
- 3 ADDITIONAL SERVICES: Additional Services shall be provided under separate agreement(s). Additional Services include, but are not limited to: changes in Project Scope, revisions requested by the Owner after previously approved Drawings or Specifications.

## BASIS OF COMPENSATION:

- 1 An initial payment of \$2,000.00 shall constitute the minimum payment due to the Architect by the Owner under this agreement. This payment shall be held as retainage to be deducted from the final billing for the services under this agreement.
- 2 The Owner shall compensate the Architect for Scope of Services as described here-in at the hourly rate of \$150.00 per hour for Thomas Ahmann, \$125.00 per hour for employed or consulting registered architects, \$100.00 per hour for employed or consulting project manager, \$90.00 per hour for employed or consulting architectural staff, \$75.00 for employed or consulting technical staff.
- 3 Based on the hourly rates as indicated above, it is anticipated that the Architects Fee for the Construction Documents Phase shall be in the range of \$12,000.00 to \$14,000.00, with a consulting Structural Engineering fee in the range of \$1,500.00 to \$2,000.00. Permitting, Bidding and Construction Phase Services shall be provide on an as needed basis.
- 4 A bill for services provided will be presented at the end of each phase, or monthly, whichever occurs first. The bills will include amounts due for time and reimbursables up to that point in time. Bills are considered due and payable upon receipt.

**AGREEMENT:**

Upon the signature of the Owner and the Architect, and upon the initial payment to the Architect as described above, this proposal becomes the sole agreement between the Owner and the Architect for the Scope of Services described herein. (Signature acknowledges agreement with the Contract Conditions attached)

B Q Moll (Owner) 3/25/15 (Date)

HA (Architect) 3/25/2015 (Date)

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## CONTRACT CONDITIONS (RESIDENTIAL ADDITION / RENOVATION):

- 1 The attached Agreement incorporates the terms and conditions of AIA Document B105, STANDARD FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT FOR A RESIDENTIAL OR SMALL COMMERCIAL PROJECT, 2007 Ed., a copy of which is available upon request.
- 2 In Agreements where the Architect's fee is estimated as a percentage of Construction Cost, Construction Cost shall be considered to be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect. The definition of Construction Cost herein assumes that a General Contractor shall be engaged for the construction of all portions of the Project.
- 3 Reimbursable expenses incurred by the Architect in connection with the attached Agreement shall be compensated for by the Owner for the actual expense incurred. Reimbursable expenses include, but are not limited to: reproduction of drawings, postage and handling of related materials, and photographic expenses. Review of the Drawings by a structural engineer, if deemed required by the Architect, shall also be considered a reimbursable expense. Reimbursable expenses shall be considered to be outside the estimate for Basic Services as described above.
- 4 Additional Services shall be billed at the rate of \$150.00 per hour for Principals, \$125.00 per hour for employed or consulting registered architects, \$100.00 per hour for employed or consulting project manager, \$90.00 per hour for employed or consulting architectural staff, as applicable, or at a mutually agreed upon fixed rate. Fees for Additional Services shall be considered outside the compensation for the Scope of Services as described in the attached Agreement. Should the Project be put on hold or be active beyond two years from the contract date, the Architect reserves the right to adjust hourly rates and to do so on no more than a yearly basis.
- 5 It is understood that construction cost estimates offered by the Architect under the attached Agreement shall be considered general "ballpark" figures, and that actual construction costs can only be determined by a qualified Contractor or Project Manager after a full review of detailed Bid/Construction Documents.
- 6 It is understood that, with the exception of Construction Drawings and Specifications, the drawings and discussions which are covered by the attached Agreement are of a schematic nature, and that the information so provided shall not be used as the sole basis for proceeding with final bidding for, or construction of, the proposed renovations.
- 7 The Architect shall not be held responsible for the accuracy of the information provided by the Owner, or other professionals. Such information includes, but is not limited to measured drawings, plats and surveys.
- 8 Structural Engineering services as deemed required by the Architect and the Owner shall be contracted directly between the Owner and the Engineer, or shall be hired as a Consultant subcontracted by the Architect and shall be considered a reimbursable expense.
- 9 Engineering and site surveying services as deemed required by the Architect shall be contracted directly between the Owner and the Engineer/Surveyor, or shall be hired as a Consultant subcontracted by the Architect and shall be considered a reimbursable expense. Services related to the redesign of an existing Septic System, if necessary, will require a Registered Land Surveyor and/or a Professional Engineer.
- 10 Construction Phase Services are included in the attached Agreement. Should the Owner opt not to retain the Architect for the Construction Phase, or to limit the Construction Phase Services of the Architect, it shall be the responsibility of the Owner, Contractor, or Others to resolve field conditions. The consequences of any changes made during the Construction Phase without the advice or consultation of the Architect shall remain the responsibility of the Owner, Contractor, or Others.
- 11 All payments for work performed through the Construction Document Phase must be brought up to date prior to the issuance of the documents for bidding and permitting. Invoices outstanding for more than 30 days shall be subject to a 1.5% late charge for each 30 days past due. Furthermore, the Owner agrees to pay for all legal fees incurred by the Architect in attempting to obtain payment for overdue invoices.
- 12 The attached Agreement may be rescinded by the Architect if not returned signed by the Owner within thirty days of the date of the Proposal as listed above.

**This Document is an attachment to the Agreement dated 20 January 2015**  
**between AHMANN LLC and Brandon and Emily Gallas**  
**For a residential addition/renovation project at 4430 9th Street, NW**  
**Washington, DC 20011**