

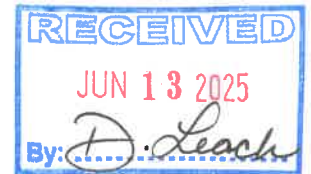


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**Forest Way Community  
Landscape Architecture**  
Mackinac Island, MI

June 11, 2025

RE: Fee proposal for Landscape Architectural Collaboration



We appreciate the opportunity to provide you with the following proposal for Landscape and Architectural Services.

### **SCOPE OF WORK**

ASL understands the scope of work will be to work hand in hand with a Landscape Architect to create a set of Documents that focus on redeveloping the Site Plan and Planting Plan for Forest Way Townhomes located in Mackinac Island, MI.

ASL will utilize the existing Site Plan that was a part of the Construction Documents that were completed for permit on 09/04/2024 for reference.

### **SCOPE OF SERVICES**

ASL shall develop Documents for the project as indicated in the scope of work above. The services described above will be broken down into the following phase:

Phase 1: Construction Documents

### **PHASE 1: CONSTRUCTION DOCUMENTS**

ASL will proceed with the construction documents utilizing the Site Plan that was a part of the Construction Documents that were completed for permit on 09/04/2024 for reference. Any further revisions to the layout or increase of scope for the project will be charged as additional services.

The Construction Documents shall consist of but not be limited to the following:

Site Plan  
Planting Plan

One set of drawings will be submitted to the Owner for final review and approval prior to distribution and submission to the Local Authority for plan review and permit. Drawings will be made available for printing by ASL and will be charged to the Owner as a reimbursable expense.

The Construction Documents phase will be completed upon ASL's digital delivery of the Construction Documents to the Owner. Once the Owner has approved and signed off on the documents as complete, any further revisions will be charged as additional services.



**SERVICES NOT INCLUDED**

- Presentations to local approval boards
- Sustainable/Green/LEED design
- Design modifications due to peer review comments or suggestions, substitutions proposed by the contractor, investigative and redesign services for non-conforming work, or changes caused by value engineering
- Architectural and Structural, Mechanical, Electrical, and Plumbing Engineering
- Permit and permit review fees
- Civil Engineering

**PROPOSED FEES**

The fees stated in this proposal shall be considered as full compensation for services provided by ASL. Any additional consultants required would be brought on as an additional reimbursable expense with prior approval by the Owner.

Typical expenses incurred by Architectural Solutions, Ltd., such as printing, mailing, mileage, and travel (hotels, meals), will be billed as part of this proposal total at cost +15%. Any other non-typical expenses shall be approved by the owner first and billed as an additional cost.

Additional Service hourly rates: \$155 per hour Architectural and \$175 per hour for Engineering.

ASL proposes to perform the following services as listed below:

Phase 1: Construction Documents	
Architectural Coordination	\$ 930
Landscape Architectural	\$ 6,200
<hr/>	
TOTAL	\$ 7,130

ASL reserves the right to renegotiate the fee amount should the scope of work or time frame be revised.

**TERMS**

- Items not specifically noted or agreed upon in this proposal shall be considered outside the scope of work and shall be charged as reimbursable expenses and billed at the hourly rate.
- Any requested revisions to the documents after they have been completed will be considered additional services and billed as a reimbursable expense at the hourly rate.
- In the case that the project has not started construction within one year of the construction document completion, which requires modifications to the construction documents, ASL reserves the right to provide a proposal for additional services for the remainder of the project.
- In case of material supply difficulties and modifications to the construction documents that are required, ASL reserves the right to provide a proposal for additional services.
- Statements for both fees and expenses are sent monthly and at the completion of each phase of work.
- Payment is required within thirty (30) business days from the date of invoice.
- All invoices will be submitted electronically.
- All fees quoted are valid for sixty (60) days from the date of this proposal.
- This proposal, along with the attached Terms and Conditions, constitutes an agreement. If this agreement is acceptable, please sign and return one copy to ASL for our records prior to the initiation of the project.

Thank you for considering our firm for this project.

**ACCEPTED AND APPROVED:**



By: \_\_\_\_\_  
Bradley D. Williams, A.I.A.

Date: 06/11/2025

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

## **TERMS AND CONDITIONS**

Architectural Solutions, Ltd. (The Architect) shall perform the services outlined in this agreement for the stated fee in the proposal. The attached proposal letter, along with these Terms and Conditions constitutes an agreement.

**Access to Site:** Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services.

**Billings/Payments:** Invoices for the Architect's services shall be submitted, at the Architects option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the Invoice date. If the invoice is not paid within 30 days, the Architect, without waiving any claim or right against the Client, and without liability whatsoever to the Client, may terminate the performance of the service. Retainers shall be credited on the final invoice.

**Late Payments:** Accounts unpaid 60 days after the Invoice date may be subject to a monthly service charge of 1.6% of the unpaid balance. In the event any portion of the account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

**Changes:** The Client may, during the course of this Agreement, request changes in the Scope of Services to be performed. Any increase or decrease in the amount of the Architect's compensation must be initially agreed upon between the Client and the Architect and shall be incorporated in written amendments to this agreement.

**Project Delays:** If the project is suspended for more than thirty calendar days, the Architect shall be compensated for services performed to date and, upon resumption, an equitable adjustment in fees to accommodate the resulting re-mobilization costs.

**Opinion of Probable Costs:** In providing an opinion of probable construction cost, the Client understands the Architect has no control over the price of labor, equipment, materials, or over the Contractors method of pricing. The Architect makes no warranty, expressed or implied, as to the accuracy of such opinion as compared to bid or actual costs.

**Ownership of Documents:** All documents produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any other endeavor without the written consent of the Architect.

**Dispute Resolution:** Any claims or disputes made during design, construction, or post-construction between the Client and Architect shall be submitted to non-binding mediation as the primary method for dispute resolution.

**Termination of Services:** This agreement may be terminated by the Client or the Architect at any time, should the other fail to perform its obligations hereunder beyond applicable grace and cure periods. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, including all reimbursable expenses.

**Indemnification:** The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents, and sub-consultants from and against all damages, liabilities or costs related to this project except to the extent attributable to the sole negligence or willful misconduct of the Architect, its agents, employees, and contractors.

**Limitation of Liability:** The Client agrees to the fullest extent permitted by law, to limit the liability of the Architect and his or her sub-consultants, from any and all claims to a total aggregate liability of \$5,000.00 for services rendered for this project.