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## Forest Way Duplexes Mackinac Island, MI

October 10, 2024

RE: Fee proposal for Architectural Site Observations of the Forest Way Duplexes on Mackinac Island, MI.

We appreciate the opportunity to provide you with the necessary Architectural Site Observations for the Forest Way Duplexes on Mackinac Island.

### SCOPE OF WORK

We understand the scope of work will be to provide site observation and reporting for the Forest Way Duplexes. ASL will visit the construction site as needed up to eight times during the construction process. ASL will report any deficiencies in the work with the intent of providing quality control of the architectural and engineering elements. If additional site visits are required, ASL can provide the service at an agreed-upon additional fee.

### 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.
- Typical expenses incurred by Architectural Solutions, Ltd., such as printing, mailing, mileage, and travel (flights, hotels, meals), will be billed as part of this proposal total at cost +10%. Any other non-typical expenses shall be approved by the Owner first and will be billed as additional costs.

ASL proposes to perform the following services as listed below:

|  |                 |
|--|-----------------|
| Site Observation and reporting - based on eight visits -<br>charged on a per-visit basis of \$1885 per visit |                 |
| Total for eight site visits  | <u>\$15,080</u> |



# Mackinac Island Forest Way Duplexes Site Observation

10/10/24

## TERMS

- All fees quoted are valid for sixty (60) days from the date of this proposal.
- Any items not specifically noted or agreed upon in this proposal shall be considered outside the scope of work and shall be charged as a reimbursable expense and billed at the hourly rate of \$145. 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.
- All invoices will be submitted electronically.
- This proposal, along with the attached Terms and Conditions, constitute an agreement. If this agreement is acceptable, please sign and return one copy to ASL for our records.

## ACCEPTED AND APPROVED:



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

Date: 10/10/2024

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 constitute 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 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 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 all amounts paid by Client for professional design services rendered for this project.

