



720 E. MICHIGAN AVE  
SUITE 210  
LANSING, MI 48912  
**517.484.0828**  
WWW.ASL-ARCHITECTS.COM

**Forest Way Duplex  
Construction Documents  
Mackinac Island, MI**

September 10, 2024

RE: Fee proposal for Architectural Construction Documents for the proposed Forest Way Duplex on Mackinac Island, MI.

We appreciate the opportunity to provide you with the necessary Architectural services for the Design Drawings for the Forest Way Duplex project on Mackinac Island.

**SCOPE OF WORK**

We understand the scope of work will be to provide Construction Documents to be used for construction. ASL will provide complete architectural construction documents based on the previously developed concept drawings. ASL will provide an additional proposal for the Construction Administration requirements.

**SCOPE OF SERVICES**

ASL shall develop existing concept drawings as indicated in the scope of work above. The services described above will be broken down into the following phases:

**PHASE 1: CONSTRUCTION DOCUMENTS**

- ASL will advance previously prepared concept drawings. ASL will modify the layout to meet the owner's requirements.
- The Documents consist of but are not limited to the following:

- Basic site plan requirements
- Floor Plans
- Roof Plans
- Exterior Elevations
- Wall and Building Sections
- Door and Window Schedules
- Interior Elevations and Details
- Ceiling Plans
- Finish Plans
- Architectural Specifications on the Drawings

- Electronic formatted Construction Documents will be supplied to the City of Mackinac Island and the selected Contractor for permit and construction.



## SERVICES NOT INCLUDED

- Mechanical, Electrical, and Plumbing drawings or engineering
- Civil Drawings
- Soil Borings and Geotech
- Structural engineering
- Additional renderings and presentations to approval boards
- Fire Suppression detailing or final design
- Owner-generated modifications to the Construction Documents.
- Contractor generated modifications to the Construction Documents.
- Construction Document modifications due to unforeseen field conditions.

## 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 +15%. 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:

Phase 1: Architectural Construction Documents                      \$ 11,200

## TERMS

- ASL must receive a signed copy of this agreement
- All approvals shall be in writing. Email or letter forms are acceptable.
- Items not explicitly noted or agreed upon in this proposal shall be considered outside the scope of work, charged as reimbursable expenses, and billed at the hourly rate of \$145.
- Any requested revisions to the documents after completion will be considered additional services and billed as a reimbursable expense at the hourly rate.
- Statements for fees and expenses are sent monthly and after each phase of work.
- Payment is required within thirty (30) business days from the invoice date.
- If the project has yet to start construction within one year of the completion of the construction documents, which require modifications to the construction documents, ASL will provide a proposal for additional services.
- Due to material supply difficulties and modifications to the construction documents required, ASL will provide a proposal for additional services.
- ASL reserves the right to delay the release of any documents pertinent to a phase pending payment of any previous phase's invoice(s).
- Outstanding invoices must be paid in full at the completion of each phase before proceeding with the next phase.
- All invoices will be submitted electronically.
- All fees quoted are valid for sixty (60) days from the date of this proposal.



# Mackinac Island Forest Way Duplex - Construction Documents

09/10/24

- This proposal and the attached Terms and Conditions constitute an agreement. If this agreement is acceptable, please sign and return one copy to ASL for our records before initiating the project.

## ACCEPTED AND APPROVED:



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

Date: 09/10/24

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.

