



15.0 STATUTE OF LIMITATIONS PERIOD. The Statute of Limitations period shall commence to run on the Date of Substantial Completion of the project. In no case shall the Statute of Limitations period commence to run later than the date when the Architect’s services are substantially completed.

16.0 TERMINATION. This Agreement may be terminated by either party upon notification to the other party via Time/Date Stamped Certified Mail. The Owner agrees to pay the Architect for all services performed and all reimbursable expenses incurred, to the date of notification of termination.

17.0 VENUE. The parties agree to be subject to the jurisdiction of the County of *Alpena*, State of *Michigan*. The laws of the State of *Michigan* shall govern the interpretation of this Agreement.

18.0 MISCELLANEOUS PROVISIONS. This Agreement also includes the following provisions: *[List any miscellaneous provisions below.]*

- a. _____
- b. _____

AGREED TO AND ACCEPTED BY

ARCHITECT:

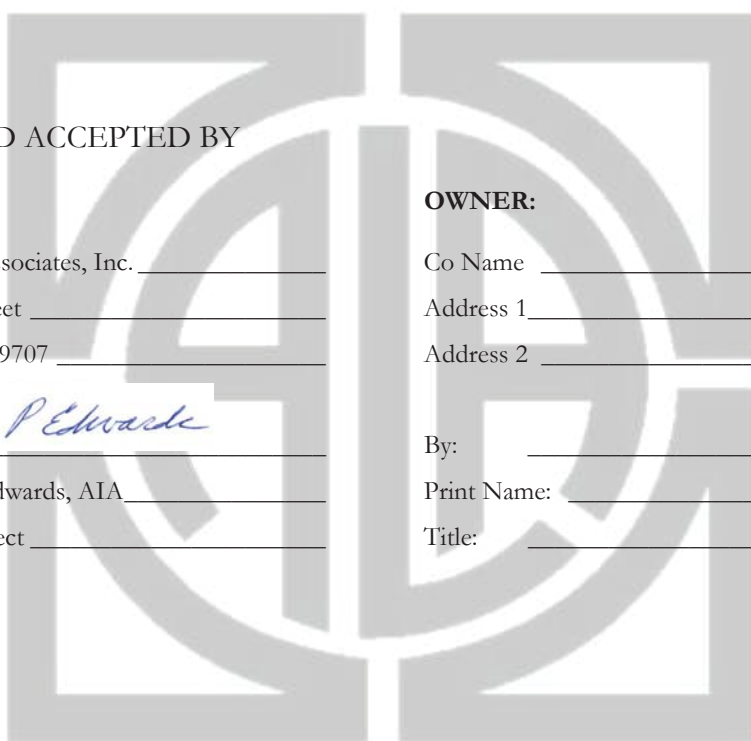
Co Name R. S. Scott Associates, Inc. _____
 Address 1405 River Street _____
 Address 2 Alpena, MI 49707 _____

By: *Susan P Edwards* _____
 Print Name: Susan P Edwards, AIA _____
 Title: Project Architect _____

OWNER:

Co Name _____
 Address 1 _____
 Address 2 _____

By: _____
 Print Name: _____
 Title: _____





- c. Registered Engineer II _____ \$108.00per hour
- d. Registered Mechanical Engineer _____ \$120.00 per hour
- e. Registered Electrical Engineer _____ \$120.00 per hour

- 7.0 PAYMENT DUE DATE:** Payments are due and payable thirty (30) days from the date of the Architect's invoice. Amounts unpaid thirty (30) days after the date of the Architect's invoice shall bear interest at the rate of 1.5% percent per month The Architect shall invoice the Owner once a month. The Owner agrees that the Architect may suspend services without liability if payment is not received within forty-five (45) days of date of the Architect's invoice.
- 8.0 JOBSITE SAFETY:** The Owner hereby agrees and acknowledges that the Architect shall not be responsible for any construction means, methods, techniques, sequences, procedures, or safety precautions utilized on the project, since these are solely the responsibility of the Contractor.
- 9.0 OWNERSHIP and COPYRIGHTS.** The Architect, and the Architect's consultants, shall be deemed the original authors and owners respectively of any materials produced under this Agreement and shall retain all common law, statutory and other reserved rights, including copyrights. The Owner acknowledges that the Architect and the Architect's consultants have prepared said materials and agrees to limit use of same to this site specific project only. The Owner is granted a conditional nonexclusive license to utilize the materials produced under this Agreement on this project on this project site only, which license is conditional upon payment in full to the Architect for all services performed or to be performed under this Agreement. The Owner's license may be revoked upon any breach of this Agreement. The Owner agrees to defend, indemnify, and hold the Architect and the Architect's consultants harmless from any causes of action, claims, losses, damages and expenses of any kind whatsoever, including reasonable attorney's fees, resulting from the unauthorized reuse of the Architect's and the Architect's consultants' materials.
- 10.0 LIMITATION OF LIABILITY.** The Owner agrees, to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for any and all claims, losses, costs, expenses, or damages of any nature whatsoever, including attorney's, and expert-witness fees and costs, from any cause or causes, so that the total aggregate liability of the Architect to the Owner shall not exceed the Architect's total fee received for services rendered on this project. It is intended that this limitation apply to any and all liability or causes of action, however alleged or arising, unless otherwise specifically prohibited by law.
- 11.0 MEDIATION and LITIGATION.** Should any claim(s) arise between the Owner and Architect; the parties agree to submit such claim(s) to mediation, as a condition precedent to litigation. Mediation shall be conducted by and under the rules of the Association of Licensed Architects, unless the parties mutually agree otherwise. Should the parties fail to resolve the claim(s) through mediation, the claim(s) may then be litigated. Nothing contained in this Agreement shall prevent the Architect from filing any lien arising out of the Architect's services to comply with notice and filing deadlines prior to resolution of the claim by mediation or litigation.
- 12.0 OWNER PROVIDED INFORMATION.** The Architect shall be entitled to rely on the accuracy and completeness of any information provided to the Architect by the Owner or the Owner's consultants. The Architect shall not review said information for accuracy or completeness.
- 13.0 HAZARDOUS MATERIALS.** The Architect assumes no responsibility or liability for the discovery or removal of any hazardous substances found at the jobsite.
- 14.0 PERMITS AND APPROVALS.** It is the responsibility of the Owner to obtain all necessary permits and approvals for the project. Permits for Construction shall be obtained by the General Contractor and or relevant sub-contractors and said costs shall be included in their bids. The Architect shall assist the Owner in other approvals if required.



3.4.5 Rejection of Nonconforming Work: The Owner shall have the authority to reject nonconforming work installed by the Contractor. The Architect shall bring any known nonconforming work to the attention of the Owner.

3.4.6 Access to Project Site: The Architect shall have access to the project site at all times.

3.4.7 Determination of the Dates of Substantial Completion and Final Completion: Upon notification by the Owner, the Architect shall conduct inspections to determine the dates of Substantial Completion and Final Completion. The Architect shall not make any other inspection(s) at the project site, unless specifically requested to do so in writing by the Owner. Such requested inspection(s) shall be performed as an Additional Service(s).

4.0 COMPENSATION: The Owner agrees to compensate the Architect for the LUMP SUM FEE of [Twelve Thousand Dollars (\$12,000.00) to perform the Basic Services described in Article 3.0. Progress payments for Basic Services in each phase shall total the following percentages of the total LUMP SUM FEE stated above: *[List amount, written percent, and numerical percent for each phase below.]*

Phase	Amount	Percent of Overall Fee
a. Design Services Phase	\$1,200.00 _____	Percent __ (10 %)
b. Construction Documents Phase	\$6,600.00 _____	Percent __ (55 %)
c. Bidding Phase.....	\$1,200.00 _____	Percent __ (10 %)
d. Construction Administration Phase	\$3,000.00 _____	Percent __ (25 %)
e. Total Basic Compensation	\$12,000.00 _____	Percent __ (100 %)

4.1 Initial Payment: An initial payment of Zero Dollars (\$_0_) is due and owing contemporaneously with the execution of this Agreement. The initial payment shall be applied to the Final Payment.

4.2 Reimbursable Expenses: Reimbursable expenses shall be paid at the actual cost incurred by the Architect plus Zero percent (0 %).

4.3 Reimbursable expenses include

- Mileage @ \$0.575/mile (Consultant only) and
- Blueprinting and copying of spec books

4.4 Other - *[insert other compensation terms.]* _____

5.0 CONSULTANTS: The Architect and Owner may each employ consultants to perform work on the project.

5.1 ARCHITECT’S CONSULTANTS. The Architect shall utilize the services of the following Consultants and their fee is included in the Architect’s Fee (see section4.0:

5.1.1 Mechanical /Plumbing Engineer: Apollo Engineering

5.1.2 Electrical Engineer: Apollo Engineering

6.0 ADDITIONAL SERVICES: Owner requested services that are not part of the Architect’s Basic Services described in Article 3.0 above, shall be considered as Additional Services. The Owner hereby agrees to compensate the Architect for such Additional Services at the following hourly rates. *[List services or billing categories and associated hourly rates below.]*

Service / Billing Category	Billing Rate
a. Registered Architect _____	\$97.00per hour
b. Registered Engineer I _____	\$97.00per hour



OA4-2014 – Owner/Architect Agreement For Architectural Services (Lump Sum Fee Compensation)

CAUTION: THIS DOCUMENT HAS LEGAL CONSEQUENCES. ALA recommends that the parties seek the advice of their attorney(s) prior to executing or modifying this Agreement. By executing this Agreement, the parties assume sole and complete responsibility for the content contained hereinafter.

- 1.0 **AGREEMENT:** This *Agreement* is made and entered into this _____ day of July, 2020, by The Besser Museum For Northeast Michigan (the “Owner”) and R. S. Scott Associates, Inc. (the “Architect”).
- 2.0 **PROJECT:** The project is the Renovation and Replacement of the chillers, Associated Controls, and Misc. work, located at 491 Johnson St, Alpena, MI 49707. The project shall include miscellaneous architectural and electrical work with controls. The implementation of the proposed work will adhere as much as possible to the design concepts and work proposed in the Study prepared by RSSA and Apollo Engineering in 2020.
- 3.0 **BASIC SERVICES:** The Architect agrees to perform basic services on behalf of the Owner, including usual and customary structural, mechanical, electrical, and plumbing engineering services:
 - 3.1 **Design Services:** The Architect shall provide all required design services based upon the Owner’s program and construction budget. The design services of the Architect shall include diagrams, sketches, and drawings to illustrate and define the aesthetics and size of the project.
 - 3.2 **Construction Documents Services:** The Architect shall prepare construction documents consisting of drawings and specifications, including plans, elevations, details, and sections, sufficient in detail to bid and construct the project.
 - 3.3 **Bidding:** The Architect shall assist the Owner in the preparation and assembly of documents to be issued for bids. The selection of the Contractor for the project shall be made by the Owner.
 - 3.4 **Construction Administration:** The Architect shall provide construction administration services on behalf of the Owner during the construction phase of the project. Such services shall include the following:
 - 3.4.1 **Site Observation:** The Architect or Mechanical Engineer shall visit the site at intervals as the Architect reasonably deems to be appropriate, or as stated in Section 15, to observe if construction is generally in accordance with the construction documents.
 - 3.4.2 **Submittals:** The Architect shall review Contractor’s and its subcontractors’ shop drawings, product data and samples for conformance with the design intent indicated on the construction drawings. The Architect shall not review the submittals for dimensions, quantities, coordination of components, the adequacy or completeness of the shop drawing details, or performance of materials or equipment indicated on the submittals. Review of the submittals shall not constitute approval of any construction means, methods, procedures, techniques, sequences, or safety precautions or procedures, since these are the sole responsibility of the Contractor.
 - 3.4.3 **Changes in Work:** The Architect shall prepare Change Orders and Construction Change Directives for changes in the Work. Such Change Orders and Construction Change Directives shall be approved by the Owner prior to any work on the changes being performed. The Architect may order minor changes to the Work which do not affect the Contract Sum or the Contract Time.
 - 3.4.4 **Review of Contractor’s Requests for Payment:** The Architect shall evaluate the Contractor’s requests for payment, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project. The Architect’s Certification for Payment represents to the Owner, that based on the Architect’s evaluation of the work installed and the data presented for payment, to the best of the Architect’s knowledge, information and belief, the Contractor is entitled to payment.