

## OWNER AND ARCHITECT AGREEMENT

This Agreement is made and entered into on [DATE] \_\_\_\_\_ by and between Peaine Township, Beaver Island MI (hereinafter referred to as "Owner") and [ARCHITECT NAME/ADDRESS] \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "Architect").

### 1. Scope of Services

Architect agrees to provide professional architectural services for the **Bill Wagner Campground Improvement project** (hereinafter referred to as "Project") as described in Exhibit A attached hereto and made a part hereof. The Architect proposal for services shall also be referenced in Exhibit C.

### 2. Compensation

Owner agrees to compensate Architect for its services on the Project as described in Exhibit B attached hereto and made a part hereof.

### 3. Ownership of Documents

All drawings, specifications, and other documents prepared by Architect for the Project shall be the property of the Owner, and Architect shall retain a license to use said documents for its professional purposes.

### 4. Termination

Either party may terminate this Agreement upon not less than 30 days' written notice to the other party if the other party materially breaches any provision of this Agreement.

### 5. Miscellaneous

This Agreement contains the entire understanding between the parties and supersedes all prior negotiations, understandings, and agreements between the parties, whether written or oral. This Agreement may not be amended except in writing signed by both parties.

### 6. Correspondence

The Owner has identified the following representative to be the single point of contact for all correspondence: Maria Dal Pra, Supervisor

The Architect has identified the following representative to be the single point of contact for all correspondence: [Name] \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

**OWNER:**

Maria Dal Pra, Peaine Township, Supervisor

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

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

**ARCHITECT:**

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name and Title)

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

## EXHIBIT A

### Scope of Services

1. Project is required by state law (MCL 339.2011) to have a licensed engineer, architect or landscape architect (Architect) prepare all plans, specifications and bid documents and verify that all construction has been completed according to acceptable standards.
2. The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations and codes
3. The Architect shall provide its services directly or through consultants retained and paid by the Architect. The Architect shall be responsible for the performance of its consultants. The Architect shall ensure that its consultants abide by all of the terms and conditions of this Agreement.
4. The Architect shall, at its sole cost and expense, maintain the following insurance for the duration of this Agreement and for a period of at least three years after the date of Substantial Completion or earlier termination of this Agreement, with insurers having an A.M. Best rating of A-VII or better and licensed to do business in the State of Michigan:
  - a. General Liability (including contractual liability)
    - i. \$2,000,000 General Aggregate (per project)
    - ii. \$2,000,000 Products/Completed Operations
    - iii. \$2,000,000 Each Occurrence
    - iv. \$2,000,000 Personal/Advertising Injury (any one person or organization)
    - v. \$ 50,000 Fire Damage (any one fire)
    - vi. \$ 5,000 Medical Payments (any one person or occurrence)
  - b. Automobile Liability
    - i. \$2,000,000 Bodily Injury/Property Damage (per accident or loss for owned, non-owned and hired vehicles)
  - c. Statutory Personal Injury Protection
  - d. Workers' Compensation Statutory coverage limits for Michigan and All States Endorsement
  - e. Professional Liability \$1,000,000 per claim and \$2,000,000 aggregate
  - f. Employer's Liability \$500,000 Each Accident \$500,000 Disease – Policy limit \$500,000 Disease – Each Employee
5. The Architect shall deliver to the Owner certificates of the policies evidencing the insurance required above, before the commencement of the Architect's services and from time to time at the request of the Owner for as long as the Architect is required to maintain such insurance. Each policy shall (1) require the insurer to notify the Owner at least 30 days before any cancellation, nonrenewal or material modification of the policy, and (2) waive all rights of subrogation against the Owner, the Contractor, and their officers, employees, contractors and subcontractors. Each policy, except professional liability and worker's compensation Schedule A, shall name the Owner as an additional insured, with such coverage being primary and noncontributory with respect to any insurance carried by the Owner (including any self-insurance by the Owner).
6. The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design

requirements imposed by such governmental authorities and by such entities providing utility services.

7. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.
8. The Architect shall work with Owner vendors, utility service providers or other agents of work in performance of services.
9. Architect shall provide professional architectural services for the Project, including, but not limited to:
  - a. Phase 1
    - i. Conceptual Design
    - ii. Construction Cost Estimate
  - b. Phase 2 - upon award of Grant
    - i. Construction Documents
      1. Produce plans and product specifications suitable for Lump Sum Contractor procurement
      2. Ensure all plans meet applicable codes
      3. Ensure all plans allow for Contractor to obtain permit
    - ii. Bidding and Negotiation for Contractor Selection
      1. Review Contractor proposals and advise the Owner in selection
    - iii. Construction Administration
      1. Review products and submittals
      2. Respond to Contractor questions
      3. Visit Project regularly during construction to confirm installation quality and conformance with the documents
      4. Ensure permits are closed
      5. Review Contractor payment applications as needed by Owner
10. If the Architect feels the design services have changed from initial Scope terms, Architect shall submit the basis for change along with proposed cost and schedule impacts within 5 business days of the change occurrence. Failure to properly notify Owner may result in forfeiture to additional compensation or schedule allocation.
11. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question ("Dispute") between them by negotiation in good faith. All suits, actions, and causes of action relating to the construction, validity, performance or enforcement of this Agreement shall be in the courts of record in the State of Michigan, and venue shall be Charlevoix County. The internal laws of the State of Michigan shall govern the validity, construction, and enforceability of this Agreement without giving effect to conflict of law principles.
12. The proposed project must meet the accessibility requirements of the 2010 Americans with Disabilities Act design standards, including all proposed recreation facilities, access routes from the proposed facilities to parking and relevant support facilities. For proposed facilities such as hiking trails, camping facilities, picnic facilities and beach-access routes that are not covered under the [2010 ADA design standards](#), follow the U.S. Access Board Outdoor Developed Areas Accessibility

Guidelines. Trails on federal property must meet the Forest Service Trail Accessibility Guidelines. Designing facilities to universal design principles is recommended. More details are provided in the Guidance on Designing Specific Types of Recreation and Support Facilities that Exceeds ADA for Universal Accessibility.

## EXHIBIT B

### Compensation

Architect's compensation for its services on the Project shall be as follows:

1. For the Architect's Basic Services the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)
  - a. Using the Architect's hourly rate schedule attached hereto, provided such total shall not exceed \$\_\_\_\_\_.
  - b. The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. (If applicable, attach an exhibit of hourly billing rates or insert them below.)
2. The not-to-exceed compensation amount for Reimbursable Expenses shall be [\$\_\_\_\_\_].
3. Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
  - a. Owner-authorized out-of-town travel and subsistence cost (if travel time is not also billed as professional services time) payable in accordance with the travel reimbursement policies applicable to the Grant;
  - b. Owner-requested printing, reproductions, plots and standard form documents;
  - c. Postage, handling and delivery of Instruments of Service as requested by the Owner;
  - d. Renderings, models, mock-ups, professional photography and presentation materials (i.e., computer studies, videos or cds) requested by the Owner.
4. Invoices shall be submitted every 30-days for payment by the Owner. The Owner reserves the right to request additional information to validate and approve Architect costs prior to payment.

Exhibit C

[Architect proposal]