

Agreement between Owner and Architect

AGREEMENT made as of the 5th day of November in the year 2024 between:

the Owner: Wheaton Park District
102 East Wesley Street
Wheaton, IL 60187

And the Architect: Williams Architects / Aquatics
500 Park Boulevard, Suite 800
Itasca, IL 60143
630.221.1212 T

For the following Project: Community Center Renaming for Ray Morrill
Architect's Project Number for the Project shall be 2024-TBD.

The Owner and the Architect agree as set forth below.

ARTICLE 1 **PROJECT DESCRIPTION**

- 1.1 Project Description is included in Exhibit A, Project Understanding and Scope of Services, attached hereto.
- 1.2 Owner's preliminary Construction Budget shall be approximately \$85,000.
- 1.3 Owner's current Project Schedule is as follows: To be determined as mutually acceptable for both Owner and Architect. It is understood that this is an Owner priority Project and will therefore be independent of the Wheaton Community Center Phase III Interior Improvements Project timeline.

ARTICLE 2 **ARCHITECT'S SCOPE OF BASIC SERVICES**

- 2.1 Architect's Basic Services shall be based upon the Project Understanding and Scope of Services as defined in Exhibit A.
- 2.2 Architect shall attend Project related Meetings with Owner as reasonably required by Owner and in accordance with Exhibit A to complete Architect's Basic Services.
- 2.3 Architect's Basic Services shall include architectural services and certain engineering services as identified in Exhibit A.
- 2.4 Architect's Basic Services for the Project shall be as identified in Exhibit A. Architect shall not proceed to the next Project phase identified in Exhibit A until the Owner has approved the prior phase and has authorized Architect to proceed.
- 2.5 The Architect's Basic Services shall be performed by the Architect, Architect's employees and Architect's consultants as Architect may require. To the extent a conflict arises between this Agreement and Exhibit A, Exhibit A shall prevail. For other terms which are not part of Exhibit A, this Agreement shall prevail.
- 2.6 The Architect's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work.

- 2.7 Evaluations of the Owner's Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project Budget or from any estimate of Construction Cost or evaluation prepared or agreed to by the Architect. If the lowest responsive bid on the Project at the conclusion of the Construction Documents Phase is more than 10% over the Owner's Project budget, the Architect shall revise the Drawings and Specifications to comply with the Owner's Project budget as part of Basic Services and without additional compensation. All other revisions to the Drawings and Specifications to reduce the Project cost is an Additional Service,
- 2.8 If Additional Services are required which are not part of the Architect's basic Services, the Architect shall proceed with said Additional Services only upon written authorization by Owner. See Article 4.
- 2.9 If Architect's Basic Services for the Project are not completed within twenty-four (24) months of the date of this Agreement, terms of the Agreement shall be subject to change upon written approval of Owner and Architect as an Amendment to this Agreement.

ARTICLE 3 **OWNER'S RESPONSIBILITIES**

- 3.1 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions and approvals in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.
- 3.2 The Owner shall furnish the services of geotechnical engineers as necessary for the Project, which the Architect shall be entitled to rely upon. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluation of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- 3.3 Owner shall provide Architect with a current digital/electronic media copy of a comprehensive Survey of Project Site, including boundaries, easements, existing improvements (including but not necessarily limited to all paving, buildings and facilities), topography in two foot intervals, spot elevations at all paved areas, fencing and existing on-site and adjacent utilities. Survey shall be equivalent of an "ALTA" survey in an electronic/digital format for use with the most current version of "AutoCad". Survey shall also include, but not necessarily be limited to, existing topography, all improvements, easements, major areas of vegetation and all utilities within fifty feet (50') of property lines.

ARTICLE 4 **ADDITIONAL SERVICES**

- 4.1 Basic Services are those services set forth in the Project Scope of Services, Exhibit A, incorporated herein. If the Owner requests any of the services set forth below, such services beyond those defined in Exhibit A, would be considered an Additional Service performed only upon request and a written approval signed by the Owner and Architect.

Schematic Design through Construction Administration

1. Preparation of existing conditions drawings of the Project site and/or existing buildings.
2. Preparation of detailed analysis and/or engineering reviews of existing civil, architectural, structural, mechanical and electrical systems.
3. Services related to zoning and/or re-zoning of Project site, including preparation of materials for and/or attendance at public hearings/presentations.
4. Value analysis (Life cycle costing)
5. Detailed cost estimating.
6. On-site Project representation beyond that noted in the Agreement.
7. Design or engineering beyond that stated in Exhibit A.

ARTICLE 5 ARCHITECT'S COMPENSATION

- 5.1 Architect's Compensation for Basic Services shall be:

A Fixed Fee of **\$ 13,500** plus Reimbursable Expenses as defined within this Agreement.

- 5.2 Where Architect's Compensation for Basic Services is based on a Lump Sum Fee, progress payments for Basic Services in each phase shall be distributed as follows:

Basic Services

Combined Schematic Design & Design Development Phase	32%
Construction & Permit Documents Phase	50%
Bidding/Negotiations Phase	03%
Construction Phase	15%
Total	100%

- 5.3 Because Project Scope and Budget shall be developed as a part of Architect's Basic Services, each shall be subject to adjustment(s), and Architect's Compensation shall also be adjusted accordingly. However, such adjustments shall only be made upon written approval of Owner and Architect in the form of an Amendment to this Agreement.
- 5.4 Architect's Compensation for Additional Services shall be billed on an hourly basis unless agreed upon otherwise.
- 5.5 Architect's current Hourly Billing Rate Schedule shall be as follows: (rates subject to annual adjustment on 01 June)

2024 / 2025
RATE TABLE

Managing Principal	\$ 258.00/Hour
Senior Principal	\$ 238.00/Hour
Principal	\$ 232.00/Hour
Associate Principal	\$ 230.00/Hour
Senior Associate/Senior Project Mgr.	\$ 230.00/Hour
Associate / Project Manager	\$ 209.00/Hour
Architect III	\$ 185.00/Hour
Architect II	\$ 171.00/Hour
Architect I	\$ 153.00/Hour
Senior Project Coordinator II	\$ 185.00/Hour
Senior Project Coordinator I	\$ 171.00/Hour

Project Coordinator IV	\$ 139.00/Hour
Project Coordinator III	\$ 128.00/Hour
Project Coordinator II.....	\$ 108.00/Hour
Project Coordinator I	\$ 93.00/Hour
Project Technician II	\$ 72.00/Hour
Project Technician I	\$ 56.00/Hour
Aquatic Engineer II	\$ 220.00/Hour
Aquatic Engineer I	\$ 168.00/Hour
Director of Marketing	\$ 206.00/Hour
Marketing Coordinator.....	\$ 149.00/Hour
Accounting	\$ 198.00/Hour
Secretarial	\$ 139.00/Hour
Clerical	\$ 99.00/Hour
Director of Interior Design	\$ 187.00/Hour
Interior Designer V.....	\$ 146.00/Hour
Interior Designer IV	\$ 123.00/Hour
Interior Designer III.....	\$ 95.00/Hour
Interior Designer II	\$ 81.00/Hour
Interior Designer I	\$ 56.00/Hour

5.6 Architect's Basic and/or Additional Compensation for the Project shall include Fee(s) and Reimbursable Expenses of Architect's Consultants defined herein. Consultants' Hourly Billing Rate Schedule for the Project shall be forwarded to Owner at the Owner's request, for review and approval prior to Architect engaging same.

5.7 In addition to Architect's professional services listed above, the Architect shall invoice for reimbursement of expenses at a 1.15 multiplier. Architect's Reimbursable Expenses shall include project related expenses such as:

- Vehicle mileage, tolls & parking,
- Printing & photocopying,
- Photography,
- Renderings,
- Telephone & fax,
- Electronic documentation transfer,
- Postage / messenger / overnight courier,
- Project related supplies,
- Etc.

5.8 Invoices shall be sent on a monthly basis with payment due 30 days from invoice date. Unpaid balances shall incur an interest charge of 1.5% per month.

ARTICLE 6 OTHER TERMS, CONDITIONS OR SERVICES

6.1 TERMS AND CONDITIONS

6.1.1 This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

6.1.2 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

- 6.1.3 Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and cause of termination.
- 6.1.4 Terms in this Agreement shall have the same meaning as those in the edition of the AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement to the extent not otherwise defined herein.
- 6.1.5 Duties, responsibilities and limitations of authority of the Architect shall not be restricted, modified or extended without a written Amendment to this Agreement signed by the Owner and Architect.

6.2 ACTION ON SUBMITTALS

- 6.2.1 Architect's obligations to review and process Shop Drawings, Product Data and samples are conditioned upon the prior review and approval by the Contractor as required by the current edition of the General Conditions of the Contract for Construction published by the American Institute of Architects.

6.3 LIMITED LIABILITY OF A CORPORATION

- 6.3.1 The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect, in execution or performance of this Agreement shall be made against the Architect and not against such director, officer or employee.

6.4 LIMITATION OF LIABILITY AS TO INSURANCE

- 6.4.1 Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees, to the Owner or persons claiming through Owner for all claims, suits, damages, and losses of any kind and nature so that the total aggregate liability of the Architect to the Owner arising out of, in connection with or resulting from, the performance of services under this Agreement shall not exceed the Architect's available insurance proceeds covering such claims, damages or losses.
- 6.4.2 Architect and each of its consultants shall maintain, at no expense to Owner, general liability and workers compensation coverage and professional liability insurance placed with companies rated with at least "A-" by Best's. The limits of the professional liability insurance shall be \$1,000,000 per claim and \$2,000,000 aggregate. The General liability policy shall name Owner and its officers and employees as additional insureds. Architect and each of its consultants shall be required to submit a certificate of insurance, and insurance carriers shall submit written notice to Owner not less than Thirty (30) days prior to any cancellation of coverage. Architect shall submit written notice to Owner not less than Thirty (30) days to any reduction of coverage by endorsement. By endorsement, Architect's certificate of insurance shall evidence the coverage required herein.

6.5 OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

- 6.5.1 Owner shall name the Architect, its employees, and consultants as an additional insured under all general liability policies of the Owner, including wrap-up, project or Owner's Protective Policies, which may provide coverage for this Project.
- 6.5.2 Owner shall require the Contractor responsible for construction of Project to purchase insurance to cover claims and expenses asserted against the Architect, its employees and consultants for bodily injury, sickness, disease, death or property damage caused by any negligent act or

omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. The Contractor shall submit prior to performing any construction work on this project a Certificate of Insurance naming Owner, Architect, their employees and consultants as additional insureds under the Contractor's general liability policy. However, the failure to obtain such a Certificate from the Contractor prior to the commencement of construction shall not be deemed to be a waiver of any requirements set forth in this paragraph. Should the Owner fail to require the Contractor to name the Architect, its employees, and consultants as additional insureds as required herein, then Owner shall reimburse the Architect for all attorneys' fees and costs expended by the Architect which are not reimbursed by insurance, in defending any claim made for bodily injury, personal injury or property damage arising out of, resulting from or in connection with any claim made against the Architect which is not caused by a negligent act or omission of the Architect, its employees or consultants.

6.6 RESPONSIBILITY FOR CODE COMPLIANCE

- 6.6.1 Architect shall prepare Contract Documents, which include Drawings and Specifications, to conform with applicable building and zoning codes and ordinances of the governing authority having jurisdiction over the design of the Project and relating to the use and occupancy of the Project existing on the date of this Agreement. However, Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If, after award of the building permit(s), modifications to the Drawings and Specifications are required because of an interpretation by the governing code authority which had not been previously given, or which if given, was different than a prior interpretation of the governing authority, Architect shall make the required modifications, but the cost of such modifications shall be considered an Additional Service; provided nothing contained herein shall relieve the Architect of its obligations to modify at its expense Contract Documents where the Architect has negligently failed to prepare such in compliance with the applicable requirements of the governing authority.

6.7 DISCLAIMER OF WARRANTIES

- 6.7.1 Architect makes no warranties, express or implied. Nothing contained in the Agreement shall require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other architects performing similar services to those required hereunder. This limitation shall also apply to any certification or representation made by Architect as an accommodation upon request of Owner. The Architect shall not make nor shall Architect be required to make any certification or representation which seeks knowledge, services or responsibilities beyond the services set forth herein.

6.8 FAST-TRACK

- 6.8.1 In order to minimize construction problems and change orders, the Architect's standard practice requires the completion of detailed working drawings prior to bidding and entering into firm construction contracts. However, Owner may choose to accelerate the completion of the work so that it is completed in a shorter time period than would normally be required. Owner understands that if construction or furnishings contracts are let prior to the completion of final working drawings and specifications there may be increases in costs and change orders caused by the inability to coordinate Construction Documents, and the inability to make various decisions until after early bids are received and some construction undertaken. The Architect shall have no responsibility arising out of fast track conditions for any increased costs, change orders, delays or consequential damages resulting therefrom.

6.9 SUSPENSION OF SERVICE

- 6.9.1 In the event Owner requests the Architect to delay or suspend the performance of its services under this Agreement, Owner shall compensate the Architect promptly for any costs which the Architect incurs due to such delay or suspension. If such delay or suspension exceeds Fifteen (15) days or Architect's increased costs are not promptly paid, such delay or expense shall at the Architect's option, be deemed to constitute a material breach of this Agreement and Architect's shall have the right, in addition to all other available rights and remedies, to terminate this Agreement.

6.10 FORCE MAJEURE

- 6.10.1 In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, other act of God, malicious mischief, theft, strike, lockout, other labor problems, shortages of material or labor, failure of any governmental agency or Owner to furnish information or to approve or to disapprove the Architect's work or any other cause beyond the reasonable control of the Architect, the time for completion of the Architect's work shall be extended by the period of resulting delay.

6.11 INDEMNITY FROM CONTRACTOR REQUIRED IN CONSTRUCTION CONTRACT

- 6.11.1 Architect to insert the following paragraphs into the General Conditions of all Construction Contracts for the Project.

- .1 To the fullest extent permitted by law, the Contractor shall waive any right of contribution and shall defend, indemnify and hold harmless the Owner, the Architect and their agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, costs and economic damages, arising out of, resulting from, or in any way connected with the performance of the Work, provided that any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The duty to defend herein is separate and distinct from the duty to indemnify and hold harmless, and shall be separately enforceable as such. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.
- .2 The indemnification obligation under this Paragraph shall not be limited in any way by any limitations on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts, and the Contractor and all subcontractors hereby waive any limitations of liability defense based upon such acts, to the fullest extent permitted by law.
- .3 "Claims, damages, losses and expenses" as these words are used in this Agreement shall be construed to include, but not limited to **(1)** injury or damage consequent upon the failure of or use or misuse by Contractor, its Subcontractors, agents, servants or employees, of any hoist, rigging, blocking, scaffolding, or any and all other kinds of items of equipment, whether or not the same be owned, furnished or loaned by Owner; **(2)** all attorneys' fees, expenses and costs incurred in bringing an action to enforce the provisions of this indemnity or any other indemnity contained in the General Conditions, as modified by the Supplementary General Conditions; **(3)** time expended by the party being indemnified and their employees, at their usual rates plus costs of travel, long distance telephone and

reproduction of documents; and **(4)** error or omission or defect in any submission made to Architect / Engineer for its approval or review.

- .4 The obligations of the Contractor to indemnify and hold harmless Owner, Architect, their agents, consultants and employees under this Agreement shall not extend to the liability of the Owner and the Architect, their agents, consultants or employees arising out of their own negligence.

6.12 INDEMNITY FOR DEVIATION

- 6.12.1 Owner may choose to act as its own General Contractor or may otherwise choose to deviate during construction from the construction documents prepared by the Architect. Therefore, Owner shall defend, indemnify and hold harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of any construction of the Project, where there has been a deviation from any document prepared by Architect or where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fees and cost incurred by the indemnified party in bringing that action.

6.13 HAZARDOUS MATERIALS

- 6.13.1 Owner represents to the Architect that to the best of Owner's knowledge no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located, on the Project site or adjacent thereto. Further, within the definition of such Statutes or Regulations and to the best of the Owner's knowledge, no part of the Project site or adjacent real estate, including the ground water located thereon, is presently contaminated.
- 6.13.2 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

6.14 WAIVER OF CONSEQUENTIAL DAMAGES

- 6.14.1 The Owner and Architect waive consequential damages for claims, disputes or other matters in questions arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

6.15 COPYRIGHTS AND LICENSES

- 6.15.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective work product, including the Drawings and Specifications ("Instruments of Service"). The Architect grants to the Owner a license to use the Architect's Instruments of Services for the purpose of constructing and using the Project, provided that the Owner performs its obligations, including prompt payment of all sums due and owing, under this Agreement. A termination of this Agreement shall terminate such license. Owner shall not use the Instruments of Service in connection with another project without retaining the author of the Instruments of Service. Any unauthorized use of the Instruments of Service shall be without liability to the Architect and its consultants.

6.16 GOVERNING LAW

6.16.1 This Agreement shall be governed by the law of the State of Illinois. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the Owner or the Architect.

This Agreement entered into as of the date and year first written above.

OWNER:



(Signature)

Michael J. Benard

(Printed name/title)

ARCHITECT:



(Signature)

Tom C. Poulos, AIA, NCARB
CEO / Managing Principal

(Printed name/title)

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EXHIBIT A

05 November 2024

Wheaton Park District
Community Center Renaming for Ray Morrill
WA Project No. 2024-TBD

RE: Project Understanding and Scope of Services – Exhibit A

This Project Understanding and Scope of Services for the above captioned Project is described herein and hereby made part of the Agreement. Please refer to the pages that follow for additional detail.

PROJECT UNDERSTANDING

The proposed services within this Exhibit A will provide the Wheaton Park District with the proper information to implement this Project and to make informed decisions.

We understand the Wheaton Park District Community Center Renaming for Ray Morrill desired Project scope for inclusion into the Project to be as follows:

(INSERT SPECIFIC PROJECT UNDERSTANDING)

ARCHITECTURAL TEAM MEMBERS

The following team members represent the Williams Architects critical Management Team; however, the services of many other talented professional and technical staff beyond those noted herein will also be utilized:

- Tom C. Poulos / Project Principal-In-Charge
- Scott Morlock / Project Manager
- To Be Determined / Project Architect

CONSULTING ENGINEERS

We will assemble an experienced and talented group of Sub-Consulting Engineering professionals for the continuation of this Project. The Williams Team of Professionals ("Sub-Consultants") is as follows:

ARCHITECT'S BASE SERVICE SUB-CONSULTANTS

Architect's Basic Service Sub-Consultants in the Basic A & E Services Fee of the Agreement and coordinated by the Architect are as follows:

- Not Required.

OWNER'S DIRECT CONSULTANTS

Traditional Owner's Consultants contracted by the Owner and coordinated by the Architect are as follows:

- Not Required.

OWNER'S DIRECT SPECIALTY CONSULTANTS

Traditional Owner's Professional Service Providers contracted and coordinated by the Owner directly are as follows:

- Not Anticipated.

SCOPE OF BASIC SERVICES

- Combined Schematic Design Phase
 - Assist Owner to define Project goals and objectives.
 - Define existing surface conditions to be protected, modified and/or demolished.
 - Review Owner's existing Project information.
 - Review previously prepared and installed Entry Canopy documents and incorporate into design criteria.
 - Preparation of program criteria defining elements to be included within Project.
 - Research applicable local zoning requirements and/or procedures potentially required to secure approval(s) for Project by local governmental officials.
 - Preparation of preliminary Project Schedule from Design through Construction.
 - Preparation of Schematic Design Site drawings graphically defining design intent. Plans shall include location and configuration of proposed improvements.
 - Preparation of outline specifications.
 - Preparation of Preliminary Estimate of Probable Construction Cost based on Program criteria and design.
 - Final review with the Owner.
- Construction Documents Phase
 - Preparation of Contract Documents consisting of drawings and specifications as required to secure a building permit and proceed with bidding and construction of the Project.
 - Revise Design Phase Estimate of Probable Construction Cost as required to reflect that defined within the Contract Documents.
 - Final review with the Owner.
- Bidding or Negotiation Phase
 - Prepare/Issue Contract Documents to bidders. Owner to provide front end bidding documents.
 - Respond to questions and provide clarifications to bidders.
 - Issue Addendums and/or clarification to bidders.
 - Attend One (1) bid opening/meeting. Architect's attendance at additional conferences and/or bid opening meetings shall be considered an Additional Service.
 - Prepare bid summary and recommendations to Owner.
- Construction Phase
 - Architect's Basic Services during the Construction Phase shall include and has been limited for attendance at not more than two (2) On-Site Project Meetings with Owner and Contractor combined with a site observation visit to become generally familiar with the progress and quality of the completed construction work for general compliance with Construction Documents. The Architect shall report to the Owner nonconforming work observed during such visits. Architect's attendance at additional OAC meetings or additional site observation visits shall be considered an Additional Service. The Architect shall not be responsible for means, methods, techniques or sequences of construction or for safety programs or precautions in connection with the construction work.
 - Architect shall have the authority to reject construction work that does not conform to the Construction Documents.
 - Architect's Services shall be that period of time from commencement of construction through thirty (30) days following date of Architect's issuance of a Certificate of Substantial Completion.
 - The Architect shall review and respond to written requests for information ("RFI's") from the Contractor seeking an interpretation or clarification of the Construction Documents in writing within a reasonable time.
 - The Architect shall review of Contractor submittals and shop drawings for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents and

process Contractor's submittals and Shop Drawings.

- The Architect shall review in conjunction with a site observation visit the Contractor's Applications for Payment and process Contractor's Applications for Payment. Such review is to check for quantity of construction work which the Contractor has indicated is completed in the Application for Payment. The Architect shall not be responsible for obtaining or checking lien waivers provided or required.
- The Architect shall prepare Change Orders for Owner's approval and execution.
- The Architect shall visit Project Site to prepare One (1) Punch-List, issue Certificate of Substantial Completion and attend One (1) follow-up site meeting to review completion of Punch-List. Architect's attendance at additional site meetings intended for Punch-List reviews shall be considered an Additional Service.

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