

**EXHIBIT 'D'**  
**CONSTRUCTION ADMINISTRATION SERVICES**  
**LISA LINK PEACE PARK**

CONSTRUCTION PHASE - ADMINISTRATION OF THE CONSTRUCTION CONTRACT

- A.. The Construction Phase will commence with the award of the construction contract and will terminate when the Common Council accepts the construction. Refer to Contract for Purchase of Services (Architect) section No. 24, Basis For Payment.
- B. The Architect, as the representative of the City during the Construction Phase, shall advise and consult with the City and all of the City's instructions to the General Building Contractor shall be issued through the Architect. The Architect shall have the authority to act on behalf of the City to the extent provided in the City of Madison Standard Specifications for Public Works Contracts and General Conditions unless otherwise modified in writing.
- C. The Architect shall at all times have site access to the construction work.
- D. The Architect, and when appropriate to the progress of the project any sub-consultants used, shall attend construction meetings. The General Building Contractor shall conduct construction meetings and shall prepare minutes of the meetings. Such meetings shall be held at regular 2-week intervals plus additional meetings as may be required to maintain progress of the work. The Architect shall make periodic visits to the site at least once per week and more often as necessary to maintain familiarity with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. The Architect shall not be required to make exhaustive or continuous onsite observations to check on the quality or quantity of the construction work. The Architect shall not have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the construction work, since these are solely the General Building Contractor's rights and responsibilities under the Contract Documents.
- E. The Architect shall be available to report to the Board of Public Works on claims of the City or General Building Contractor relating to the execution and progress of the work and on all other matters or questions related thereto.
- F. The Architect shall have authority to reject work, which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is considered necessary or advisable to insure the proper implementation of the intent of the Contract Documents, with the approval of the City's Designated Representative, the Architect will have authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work be then fabricated, installed or completed. The cost of such special inspection or testing shall not be borne by the Architect.

The Architect shall not be responsible for the General Building Contractor's failure to perform the construction work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions. The Architect shall not have control over or charge of, and shall not be responsible for, acts or omissions of the General Building Contractor, Subcontractors, or their agents of employees, or for any other persons or entities performing portions of the work.

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- G. The Architect shall review and take other appropriate action upon the General Building Contractor's submittals such as shop drawings, product data, and samples and make recommendations regarding such to the City's Designated Representative. The submittal review and action is for the limited checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for installation or performance of equipment or systems, all of which remain the responsibility of the General Building Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate acceptance of an assembly of which the item is a component.
  
- H. The Architect shall prepare, reproduce, and distribute supplemental drawings, specifications, and interpretations in response to requests for information and clarifications by General Building Contractor or City. The Architect shall also prepare, reproduce, and distribute drawings and specifications with revisions to describe work to be added, deleted, or modified. Prepare change orders for the written approval of City and present proposed changes to the Board of Public Works for approval. Clarifications, drawing revisions, change orders and similar items shall be prepared in a timely manner.
  
- I. The Architect shall conduct construction observations to determine the dates of substantial completion and final completion, substantiated by punch lists, shall receive and review written guarantees and related documents assembled by the General Building Contractor, and shall transmit said data to the City's Designated Representative who will prepare the final Certificate for Payment. The Architect's punch list review shall be conducted with the City's Designated Representative to check conformance of the visible construction work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list of submitted items by the General Building Contractor of construction work to be completed or corrected.
  
- J. The Architect shall review and approve for reasonable accuracy and completeness, the General Building Contractor's submission of "record" drawings and operations and maintenance manuals and transmit same to the City prior to certification of the General Building Contractor's application for final payment.