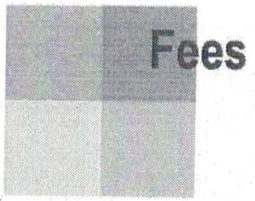


Exhibit E



See Attached AIA Document B143 – 2014  
Standard Form of Agreement Between Design-Builder and Architect



# AIA® Document B143™ – 2014

## Standard Form of Agreement Between Design-Builder and Architect

AGREEMENT made as of the 21th day of December in the year 2017  
*(In words, indicate day, month and year.)*

BETWEEN the Design-Builder:  
*(Name, legal status, address and other information)*

Konrad Construction  
5701 Weatherstone  
Johnsburg, IL 60051

and the Architect:  
*(Name, legal status, address and other information)*

Kluber, Inc.  
10 S. Shumway Ave.  
Batavia, Illinois 60510

The Design-Builder has entered into the Design-Build Contract with the Owner dated:  
To be determined.

for the following Project:  
*(Name, location and detailed description)*  
Renovation and re-purposing of the Old Copley Hospital Facility located at 502 S. Lincoln Avenue, Aurora, IL. Project size is approximately 330,000 square feet.

The Owner:  
*(Name, legal status and address)*

To be provided by Konrad® Construction.

The Design-Builder and Architect agree as follows:

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**§ 3.2 Design Services**

The Architect shall provide only those Design Services listed in this Section 3.2 that are designated by a check or "X" in the adjacent box.

*(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)*

X	<p><b>§ 3.2.1 Multi-Discipline Coordination.</b> Coordinate services provided by the Owner, the Owner's consultants, the Design-Builder and the Design-Builder's consultants and contractors as they relate to the Architect's Portion of the Project.</p>
X	<p><b>§ 3.2.2 Project Design Presentations.</b> Make presentations to explain the design of the Project to the Owner, Design-Builder, governmental authorities, or others.</p> <p>.1 Subject to Section 4.1.1.19, provide not more than ( ) presentations over the duration of the Project.</p>
X	<p><b>§ 3.2.3 Governmental Authorities Submissions.</b> Assist the Design-Builder in connection with the Design-Builder's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.</p> <p>.1 Subject to Section 4.1.1.20, provide not more than ( ) submissions over the duration of the Project.</p>
	<p><b>§ 3.2.4 Estimates of the Cost of the Work for the Architect's Portion of the Project.</b> Prepare an estimate of the Cost of the Work, as that term is defined in Section 6.1, based on current area, volume or similar conceptual estimating techniques. As the design progresses through the preparation of the Construction Documents, periodically update the estimate of the Cost of the Work.</p>
X	<p><b>§ 3.2.5</b> The Architect shall attend meetings with the Design-Builder and Owner to discuss and review the Owner's Criteria.</p>
X	<p><b>§ 3.2.6</b> The Architect shall provide to the Design-Builder a preliminary evaluation of the Owner's Criteria as it relates to the Architect's Portion of the Project. The preliminary evaluation shall discuss possible alternative approaches to design and construction and include the Architect's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.</p>
	<p><b>§ 3.2.7</b> After the Architect reviews the preliminary evaluation with the Design-Builder, the Architect shall provide a written report to the Design-Builder, summarizing the Architect's understanding of the Owner's Criteria as it relates to the Architect's Portion of the Project. The report shall include</p> <ol style="list-style-type: none"> <li>.1 allocations of program functions, detailing each function and their square foot areas;</li> <li>.2 if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;</li> <li>.3 a preliminary schedule, conforming to the Owner's schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's Proposal; and periodic design review sessions with the Owner; and</li> <li>.4 other, if any:</li> </ol>
X	<p><b>§ 3.2.8 Preliminary Design.</b> Upon the Design-Builder's issuance of a written notice to proceed, the Architect shall prepare and submit a Preliminary Design to the Design-Builder for the Architect's Portion of the Project. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, or any other aspects of the Initial Information, and consist of drawings and other documents including, the following:</p> <ol style="list-style-type: none"> <li>.1 Confirmation of the allocations of program functions;</li> <li>.2 A site plan;</li> <li>.3 Concept design, in diagrammatic form, allocating the functions and areas;</li> <li>.4 Preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling;</li> </ol>

	<p>.5 Structural system;</p> <p>.6 Selections of major building systems, including but not limited to mechanical, electrical and plumbing systems; and</p> <p>.7 Outline specifications or sufficient drawing notes describing construction materials.</p>
	<p><b>§ 3.2.9 Design-Builder's Proposal.</b> The Architect shall assist the Design-Builder, as set forth below, in preparing or revising the Design-Builder's Proposal with respect to the Architect's Portion of the Project, including necessary revisions to the Preliminary Design:  <i>(Set forth any specific requirements of, or limits on, the services to be provided under this Section 3.2.9.)</i></p>
X	<p><b>§ 3.2.10 Construction Documents.</b> Upon the Design-Builder's written notice to proceed, the Architect shall further develop the design in accordance with the Design-Build Amendment to the Design-Build Contract, as necessary, and prepare Construction Documents for the Architect's Portion of the Project. The Construction Documents shall set forth in detail the requirements for construction of the Architect's Portion of the Project. The Construction Documents shall include drawings and specifications that establish the quality levels of materials, systems and performance criteria required. Construction Documents may include Drawings, Specifications, and other documents and electronic data setting forth in detail the requirements for construction of the Work, and shall be consistent with the Design-Build Documents, including the Design-Build Amendment.</p>
	<p><b>§ 3.2.11 Other Design Services:</b>  <i>(List and describe any other Design Services the Architect and its consultants shall provide.)</i></p>

**§ 3.3 Construction Procurement Services**

The Architect shall provide only those Construction Procurement Services listed in this Section 3.3 that are designated by a check or "X" in the adjacent box.

*(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)*

X	<p><b>§ 3.3.1 Bidding/Proposal Information.</b> Assist the Design-Builder in preparing bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; the form of agreement between the Design-Builder and the Contractor; and the General, Supplementary and other conditions of the Contract for Construction</p>
X	<p><b>§ 3.3.2 Selection of Bidders/Proposers.</b> Assist the Design-Builder in identifying contractors from whom bids or proposals will be solicited.</p>
X	<p><b>§ 3.3.3 Bidding/Proposal Document Reproduction.</b> Arrange for procuring the reproduction of documents for distribution. The Design-Builder shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.</p>
	<p><b>§ 3.3.4 Bidding/Proposal Document Distribution.</b> Distribute the documents and request their return upon completion of the bidding/proposal process; maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders/proposers.</p>
X	<p><b>§ 3.3.5 Substitutions.</b> Review requests for substitutions, if permitted by the bidding/proposal documents; prepare and distribute addenda identifying approved substitutions to all prospective bidders/proposers.</p>
X	<p><b>§ 3.3.6 Pre-Bid/Proposal Conference.</b> Participate in, or at the Design-Builder's direction organize and conduct, a pre-bid conference for prospective bidders or pre-proposal conference for prospective proposers.</p>
X	<p><b>§ 3.3.7 Addenda.</b> Prepare responses to questions from prospective bidders/proposers and provide clarifications and interpretations in the form of addenda.</p>

	§ 3.3.8 Opening of Bids/Proposals. Participate in, or at the Design-Builder's direction, organize and conduct the opening of the bids/proposals. Document and distribute the results, as directed by the Design-Builder.
X	§ 3.3.9 Bid/Proposal Evaluation. Assist the Design-Builder in bid validation or proposal evaluation and determination of the successful bid or proposal, if any. Notify all prospective bidders or contractors of the bid or proposal results.
	§ 3.3.10 Bid/Proposal Negotiations. Assist the Design-Builder during negotiations with selected prospective contractors and prepare a summary report of the negotiation results, as directed by the Design-Builder.

### § 3.4 Construction Contract Administration Services

The Architect shall provide only those Construction Contract Administration Services listed in this Section 3.4 that are designated by a check or "X" in the adjacent box. Duties, responsibilities and limitations of authority of the Architect under this Section 3.4 shall not be restricted, modified or extended without written agreement of the Design-Builder and Architect. The Architect shall have authority to act on behalf of the Design-Builder only to the extent provided in this Agreement unless otherwise modified in writing. The Architect's responsibility to provide the Construction Contract Administration Services under this Agreement, except those provided under Section 3.4.10, Project Anniversary Review, shall coincide with the date of the first service provided in accordance with the Contract for Construction and shall terminate, subject to Section 4.1.1.15, sixty (60) days after (1) the date of Substantial Completion of the Work related to the Architect's Portion of the Project or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier.

*(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)*

X	§ 3.4.1 Requests for Information. Review properly prepared, timely requests by the Contractor for additional information about the Contract Documents relating to the Architect's Portion of the Project. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. If deemed appropriate by the Architect, the Architect may, on the Design-Builder's behalf, prepare, reproduce and distribute supplemental drawings and specifications in response to requests for information by the Contractor.
X	§ 3.4.2 Evaluations of the Work Related to the Architect's Portion of the Project. Visit the site on behalf of the Design-Builder at intervals appropriate to the stage of construction, or as otherwise agreed to by the Design-Builder and the Architect, to become generally familiar with the progress and quality of Work related to the Architect's Portion of the Project completed, and to determine in general if the Work related to the Architect's Portion of the Project is being performed in a manner indicating that Work related to the Architect's Portion of the Project, when completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of Work related to the Architect's Portion of the Project. On the basis of these site visits, the Architect shall keep the Design-Builder reasonably informed about the progress and quality of the portion of the Work related to the Architect's Portion of the Project completed, and report to the Design-Builder (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor (2) defects and deficiencies observed in the Work related to the Architect's Portion of the Project (3) recommendations for further inspection and testing of the Work, and (4) recommendations to reject the Work. 1 Subject to Section 4.1.1.17, provide not more than seventy-five (75) visits to the Project site by the Architect over the duration of the Project during construction.
X	§ 3.4.3 Review of Contractor's Applications for Payment. Based on evaluations of the Work related to the Architect's Portion of the Project as described in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, review the Contractor's requests for amounts due and make recommendations to the Design-Builder indicating adjustments, if any, in such amounts due. Such recommendation for payment shall constitute a representation to the Design-Builder that, to the best of the Architect's knowledge, information and belief, the Work related to the Architect's Portion of the Project has progressed to the point indicated and the quality of the Work related to the Architect's Portion of the Project is in accordance with the Contract Documents. The foregoing representations are subject to (1) an evaluation of the Work related to the Architect's Portion of the Project for

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	<p>conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a recommendation for payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work related to the Architect's Portion of the Project, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Design-Builder to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. The Architect shall maintain a record of the Contractor's Applications for Payment.</p>
X	<p><b>§ 3.4.4 Submittals.</b> The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, product data and samples for the Work related to the Architect's Portion of the Project, for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Such action shall be taken subsequent to the Design-Builder's review and approval. The Architect's action in reviewing submittals shall be taken in accordance with a submittal schedule approved by the Architect and Design-Builder or, in the absence of an approved submittal schedule, with reasonable promptness, allowing sufficient time for adequate review. 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 substantiating instructions for installation or performance of equipment or systems. Review of submittals shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Approval of a specific item shall not indicate approval of an assembly of which the item is a component. As part of these services the Architect shall</p> <ol style="list-style-type: none"> <li>.1 subject to Section 4.1.1.18, provide not more than two (2) reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor; and</li> <li>.2 maintain a record of submittals and copies of submittals supplied by the Contractor relating to the Architect's Portion of the Project in accordance with the requirements of the Contract Documents.</li> </ol>
X	<p><b>§ 3.4.5 Review and Prepare Proposed Change Orders and Construction Change Directives.</b> Review properly prepared, timely requests for changes in the Work related to the Architect's Portion of the Project, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work related to the Architect's Portion of the Project shall be accompanied by sufficient supporting data and information to permit a reasonable determination without extensive investigation or preparation of additional drawings or specifications. Prepare Change Orders and Construction Change Directives for the Design-Builder's approval and execution in accordance with the Contract Documents. Maintain records relative to changes relating to the Architect's Portion of the Project.</p>
X	<p><b>§ 3.4.6 Minor Changes.</b> Prepare orders for minor changes in the Work related to the Architect's Portion of the Project for issuance by the Design-Builder.</p>
X	<p><b>§ 3.4.7 Project Completion.</b> Conduct inspections of the Work related to the Architect's Portion of the Project to assist the Design-Builder in determining the date or dates of Substantial Completion and the date of final completion. Such inspections shall be conducted to check the Work related to the Architect's Portion of the Project for conformance with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor to be completed or corrected.</p> <ol style="list-style-type: none"> <li>.1 Subject to Section 4.1.1.21, provide not more than one (1) inspections for any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete in accordance with the requirements of the Contract Documents.</li> <li>.2 Subject to Section 4.1.1.22, provide not more than one (1) inspections for any portion of the Work related to the Architect's Portion of the Project to determine final completion.</li> </ol>
X	<p><b>§ 3.4.8 Final Payment.</b> Make recommendations to the Design-Builder, based on a final inspection of the Work related to the Architect's Portion of the Project, regarding the Contractor's satisfaction of the requirements for final payment.</p>
X	<p><b>§ 3.4.9 Project Completion Documents.</b> Receive from the Contractor and forward to the Design-Builder (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment, and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner and Design-Builder against liens. Receive from the Contractor and forward to the Design-Builder for Design-Builder's review and records,</p>

	written warranties and related documents required by the Contract Documents and assembled by the Contractor.
	<b>§ 3.4.10 Project Anniversary Review.</b> Prior to the expiration of one year from the date of Substantial Completion, meet with the Design-Builder and the Owner to review facility operations and performance and make appropriate recommendations to the Design-Builder.

### § 3.5 Sustainability Services

The Architect shall provide only those Sustainability Services listed in this Section 3.5 that are designated by a check or "X" in the adjacent box. The Design-Builder and Architect shall amend this agreement to include the portions of the Sustainable Projects Exhibit and the Sustainability Plan included in the Design-Build Documents for which the Architect shall be responsible, and the Architect's compensation for providing those services.

*(Designate the services the Architect shall provide by placing a check or "X" in the box adjacent to the listed service. Insert quantities where requested and, if necessary, provide expanded or modified descriptions of the designated services in Section 3.6.)*

	<b>§ 3.5.1 Sustainability Workshop.</b> Prior to the conclusion of Preliminary Design, the Architect shall conduct a Sustainability Workshop with the Owner and Design-Builder, and to the extent necessary, with the Owner's consultants and separate contractors and the Design-Builder's consultants and contractors, during which the participants will: (1) review and discuss potential Sustainability Certifications; (2) establish the Sustainable Objective; (3) discuss potential Sustainable Measures to be targeted; (4) examine strategies for implementation of the Sustainable Measures; and (5) discuss the potential impact of the Sustainable Measures on the Initial Information set forth in Article 1.
	<b>§ 3.5.2 Preparation of the Sustainability Plan.</b> Following the Sustainability Workshop and prior to submission of the Preliminary Design to the Owner, the Architect shall prepare the Sustainability Plan. The Sustainability Plan shall identify and describe: the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews; testing or metrics to verify achievement of each Sustainable Measure; and the required Sustainability Documentation.

### § 3.6 Description of Services

*(In the space below, provide expanded or modified descriptions of the services designated above, or refer to an attachment to this document.)*

### § 3.7 Other Services

**§ 3.7.1** The Architect shall provide the listed services only if specifically designated in the table below as the Architect's responsibility, and the Design-Builder shall compensate the Architect as provided in Section 11.2.

*(Designate the services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.7.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)*

Services	Responsibility (Architect, Design-Builder or Not Provided)	Location of Service Description (Section 3.7.2 below or in an exhibit attached to this document and identified below)
§ 3.7.1.1 Programming (B202™-2009)	Architect	Included as part of Basic Services
§ 3.7.1.2 Multiple preliminary designs	Architect	Basic Services, 2 (maximum)
§ 3.7.1.3 Existing facilities surveys	Architect	Included as part of Basic Services
§ 3.7.1.3.1 Field measure and creation of existing Shell Drawings	Architect	Additional Services
§ 3.7.1.4 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 3.7.1.5 Civil engineering	Architect	Additional Services

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Services	Responsibility (Architect, Design-Builder or Not Provided)	Location of Service Description (Section 3.7.2 below or in an exhibit attached to this document and identified below)
§ 3.7.1.6 Landscape design	Architect	Additional Services
§ 3.7.1.7 Architectural Interior Design (B252™-2007)	Not Provided	
§ 3.7.1.8 Value Analysis (B204™-2007)	Not Provided	
§ 3.7.1.9 Detailed cost estimating	Not Provided	
§ 3.7.1.10 On-site project representation (B207™-2008)	Not Provided	
§ 3.7.1.11 Conformed construction documents	Architect	Included as part of Basic Services
§ 3.7.1.12 As-designed Record Drawings	Architect	Included as part of Basic Services
§ 3.7.1.13 As-constructed Record Drawings	Not Provided	
§ 3.7.1.14 Post occupancy evaluation	Not Provided	
§ 3.7.1.15 Facility Support Services (B210™-2007)	Not Provided	
§ 3.7.1.16 Tenant-related services	Not Provided	
§ 3.7.1.17 Coordination of Design-Builder's consultants	Architect	Included as part of Basic Services
§ 3.7.1.18 Telecommunications/data design	Design-Builder	
§ 3.7.1.19 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 3.7.1.20 Commissioning (B211™-2007)	Not Provided	
§ 3.7.1.21 LEED® Certification (B214™-2012)	Not Provided	
§ 3.7.1.22 Fast-track design services	Architect	Included as part of Basic Services
§ 3.7.1.23 Historic Preservation (B205™-2007)	Not Provided	
§ 3.7.1.24 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 3.7.2 Insert a description of each service designated in Section 3.7.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

To be determined based on need as Project develops.

#### ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Article 4 shall entitle the Architect to compensation pursuant to Sections 11.3 and 11.4 as well as an appropriate adjustment in the schedule for the Architect's services provided in Section 3.1.2.

§ 4.1.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Design-Builder with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Design-Builder's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Design-Builder, or a material change in the Architect's Portion of the Project including, but not limited to, size, quality, complexity, the Design-Builder's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations;
- .3 Services necessitated by decisions of the Owner, Design-Builder, or others not rendered in a timely manner or any other failure of performance on the part of the Owner, Design-Builder, or any of their consultants or contractors;



- .4 Preparation of design and documentation for alternate bid or proposal requests proposed by the Design-Builder in addition to those required in Sections 1.4.7 and 3.3, if any;
- .5 Preparation for, and attendance at, a public presentation, meeting, or hearing;
- .6 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Making revisions in Drawings, Specifications, or other documents as required pursuant to Section 6.8, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes or equipment;
- .8 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .9 Reviewing a Contractor's submittal out of sequence from any submittal schedule approved by the Architect and Design-Builder;
- .10 Responding to the Design-Builder's or the Design-Builder's consultants' or contractors' requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Design-Builder or the Design-Builder's consultants or contractors from a careful study and comparison of the Contract Documents, field conditions, other Design-Builder-provided information, coordination drawings prepared by the Design-Builder or its consultants, or prior Project correspondence or documentation;
- .11 Preparing Change Orders and Construction Change Directives that require evaluation of proposals and supporting data from the Design-Builder's consultants or contractors, or the preparation or revision of Instruments of Service;
- .12 Evaluating claims submitted by the Design-Builder's consultants, or others in connection with the Work;
- .13 Evaluating substitutions proposed by the Design-Builder or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
- .14 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work related to the Architect's Portion of the Project or (2) the anticipated date of Substantial Completion identified the Initial Information, whichever is earlier;
- .15 Evaluations related to portions of the Work other than the Work related to the Architect's Portion of the Project;
- .16 Visits to the Project site exceeding limits set forth in Section 3.4.2.1;
- .17 Reviews of each Shop Drawing, product data item, sample and similar submittal of the Contractor exceeding limits set forth in Section 3.4.4.1;
- .18 Design presentations exceeding the limits set forth in Section 3.2.2.1;
- .19 Submissions to governmental authorities exceeding the limits set forth in Section 3.2.3.1;
- .20 Inspections of any portion of the Work related to the Architect's Portion of the Project to determine whether such portion is substantially complete exceeding limits set forth in Section 3.4.7.1; and
- .21 Inspections for any portion of the Work related to the Architect's Portion of the Project to determine final completion exceeding limits set forth in Section 3.4.7.2.

§ 4.2 If the services covered by this Agreement have not been completed within twenty four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 DESIGN-BUILDER'S RESPONSIBILITIES

§ 5.1 The Design-Builder shall provide available information in a timely manner regarding requirements for, and limitations on, the Architect's Portion of the Project, including a copy of the Owner's Criteria for the Project.

§ 5.2 Within seven days after receipt of the Architect's written request, the Design-Builder shall request information from the Owner as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights. Within seven days of receipt of such information from the Owner, the Design-Builder shall furnish the information to the Architect.

§ 5.3 The Design-Builder shall periodically update the budget information set forth in Section 1.4.4. If the Owner or Design-Builder significantly increases or decreases the overall budget for the Project or the budget for the Cost of the Work for the Architect's Portion of the Project, the Design-Builder shall notify the Architect. The Design-Builder and

the Architect shall thereafter agree to a corresponding change in the scope and quality of the Architect's Portion of the Project.

§ 5.4 The Design-Builder's representative, identified in Section 1.5.1 of the Initial Information, is authorized to act on the Design-Builder's behalf with respect to the Architect's Portion of the Project. The Design-Builder or its identified representative shall render decisions 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. The Design-Builder shall promptly notify the Architect in the event that the Design-Builder changes its representative.

§ 5.5 The Design-Builder shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site.

§ 5.6 The Design-Builder shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.7 The Design-Builder shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Architect's Portion of the Project. The Design-Builder shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Design-Builder shall furnish copies of the scope of services in the contracts between the Design-Builder and the Design-Builder's consultants.

§ 5.8 In contracts with its consultants, the Design-Builder shall require that the consultants' services, whether performed directly by a consultant or by its sub-consultants, shall be performed by qualified professionals, licensed as may be required by applicable law to perform such services in the jurisdiction where the Project is located. The Design-Builder shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.9 The Design-Builder shall notify the Architect in a timely manner if the Design-Builder substitutes any of the consultants identified in the Initial Information or adds any other consultants for the Project.

§ 5.10 The Design-Builder shall furnish to the Architect, in a timely manner, information necessary for the Architect to perform the Architect's Portion of the Project or that is necessary for inclusion in the Architect's Portion of the Project, including detailed layouts and specifications for materials and equipment furnished or designed by others, such as information regarding connections, sizes, loads and other information.

§ 5.11 The Design-Builder shall confer with the Architect before issuing interpretations or clarifications of documents prepared by the Architect. The Architect shall not be responsible for interpretations the Design-Builder issues that are not in conformance with the recommendations of the Architect.

§ 5.12 The Design-Builder shall advise the Architect of the identity of the Design-Builder's other consultants participating in the Project and the scope of their services.

§ 5.13 If the Architect reasonably requests information from investigations, surveys, tests, analyses and reports, or the services of other consultants not within the scope of the Architect's services, the Design-Builder shall furnish the information or services or request that the Owner furnish the information or services.

§ 5.14 The Design-Builder shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.15 The Design-Builder shall furnish, or cause to be furnished, all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Design-Builder's needs and interests.

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