

(see Federal Register Vol. 57, No. 127) and the surety or sureties shall verify in writing that such performance and payment bonds shall not be subject to revocation, modification or cancellation without the prior written approval of the obligees.

#### **ARTICLE 4**

### **CONSTRUCTION MANAGER'S RESPONSIBILITIES**

**4.1 Duties of Construction Manager.** Construction Manager accepts the relationship of trust and confidence established with Owner by this Agreement, and covenants with Owner to furnish Construction Manager's best skill and judgment and to cooperate with Architect in furthering the interests of Owner. Construction Manager shall furnish construction, construction administration, management and supervisory services, and use Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of Owner.

**4.2 Preconstruction Services.**

**4.2.1** Construction Manager shall jointly schedule and attend regular meetings with Owner and Architect. Construction Manager shall consult with Owner and Architect regarding site use and improvements, and the selection of materials, building systems and equipment. Construction Manager shall provide recommendations on construction feasibility, actions designed to minimize adverse effects of labor or material shortages, time requirements for procurement, installation and construction completion, and factors related to construction cost including value engineering and estimates of alternative designs or materials, preliminary budgets and possible economies.

**4.2.2** Construction Manager shall not be required to provide professional services which constitute the practice of architecture or engineering, unless such services are specifically required by the Contract Documents or unless Construction Manager has specifically agreed in writing to provide such services. In such event, Construction Manager shall cause such services to be performed by appropriately licensed professionals.

**4.3 Construction Services.**

**4.3.1** Construction Manager shall have full responsibility and liability, subject to the other terms hereof, for performance of all of the Work and the construction of the entire Project. Construction Manager retains all responsibility for construction techniques, means, methods, sequences and procedures performed by Construction Manager, Subcontractors, or sub-subcontractors of any tier, regardless of whether Owner, Architect, a Subcontractor, or sub-subcontractors, or the Construction Documents suggest any such techniques, means, methods, sequences or procedures.

**4.3.2** Construction Manager acknowledges that the performance of construction Work is professional in nature, and regardless of Owner's or Architect's review, approval or concurrence of any type, Construction Manager is responsible for all errors and omissions in the Work and all damages resulting therefrom.

**4.3.3** Without limitation of its responsibilities for the performance of the Work, Construction Manager shall:

**4.3.3.1** Cause the Work to be performed in a prompt and expeditious fashion, in a good and workmanlike manner, in strict compliance with the Construction Documents, and in accordance with all applicable laws, including those relating to environmental protection, asbestos and Hazardous Materials. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. In the event of any conflict in the requirements of the Contract Documents, Construction Manager shall install and complete the Work in accordance with the highest and best of said requirements.