

4.4.3 Provide regular monitoring of the Construction Schedule as construction progresses, identify potential variances between scheduled and probable completion dates, review the schedule for Work not started or incomplete and recommend to Subcontractors adjustments in the Construction Schedule to meet the Substantial Completion Date, and provide in each monthly report to Owner a written summary of any changes, modifications, resequencing, delay, acceleration or other adjustments in or to the Construction Schedule.

4.4.4 Record the progress of the Work in monthly progress reports and furnish same to Owner.

4.4.5 Determine the adequacy of Construction Manager's and Subcontractors' personnel and equipment, and the availability of materials and supplies to meet the Construction Schedule, and take appropriate action when requirements of the Subcontracts are not being met.

4.4.6 Provide Owner the following Notices of the anticipated Substantial Completion Date (the "Projected Completion Notice(s)"):

- .1 Six (6) months prior to the good faith estimate by Construction Manager of the date of Substantial Completion;
- .2 Ninety (90) days prior to the actual date of Substantial Completion; and
- .3 Thirty (30) days prior to the actual date of Substantial Completion.

4.5 Schedule of Values. Construction Manager shall:

4.5.1 Prepare and provide to Owner a Schedule of Values including therein as a line item the estimated cost for each major component of the Work within the Guaranteed Maximum Price, and revise and refine the Schedule of Values at appropriate intervals as reasonably required by Owner, Architect or the conditions of the Work and Project. The Schedule of Values shall contain a separate line item for the anticipated costs of Construction Manager's personnel to be included in the Cost of the Work under Paragraph 10.2.1 of this Agreement. The Schedule of Values, and as revised thereafter, is provided by Construction Manager for the purpose of permitting Owner to monitor the progress of the Work. Except for the Guaranteed Maximum Construction Manager's Personnel Cost, Construction Manager does not guarantee any line item cost stated in the Schedule of Values and shall not be bound by any estimated line item amount stated in the Schedule of Values.

4.5.2 Maintain cost accounting records for all Costs of the Work, including authorized Work performed under unit costs, actual costs for labor and materials, and other bases requiring accounting records, and submit its Applications for Payment based on actual costs incurred to perform the Work.

4.6 Review of Contract Documents and Field Conditions.

4.6.1 Construction Manager shall carefully study and compare the Plans and Specifications, Deliverables, Construction Documents, and other Contract Documents with each other and shall at once report in writing to Owner and Architect errors, inconsistencies or omissions discovered. Construction Manager shall not be liable to Owner or Architect for damage resulting from errors, inconsistencies or omissions in such documents unless Construction Manager failed to conduct such a careful review, or Construction Manager recognized, or reasonably should have recognized through careful review, such error, inconsistency or omission and failed to report it to Owner and Architect. If Construction Manager performs any construction activity that it knows, or reasonably should know, involves an error, inconsistency or omission in the Contract Documents without such notice to Owner and Architect, Construction Manager shall assume responsibility for such performance and shall bear the costs for correction.