

corporate relationship to Construction Manager. Construction Manager shall not use such affiliated entities without written permission of Owner.

6.2.2 Construction Manager shall develop information for bidders for all of the Work. Such information shall describe the Work to be procured by Construction Manager through Subcontractors or Suppliers, using Construction Manager's own forms and procedures.

6.2.3 Before awarding any Subcontract expected to exceed \$100,000, or before pricing any Subcontract modification involving a pricing adjustment expected to exceed \$100,000, Construction Manager shall require the Subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless the price is set by law or regulation or is, in the reasonable opinion of Owner:

- .1 Based on adequate price competition; or
- .2 Based on established catalog or market prices of commercial items sold in substantial quantities to the general public.

6.2.4 Construction Manager shall be entitled to take alternative bids as it deems necessary to advance the Work.

6.2.5 Upon receipt of bids, and prior to acceptance of any bid by Construction Manager, Construction Manager shall prepare a complete and thorough analysis of the bids received. Such bid analysis shall clearly indicate the apparent low bid from the bidder or bidders determined by Construction Manager to be responsible and responsive.

6.2.6 To be deemed a responsible bidder, the proposed Subcontractor or Supplier shall be reputable, skilled, reliable, competent, qualified in the trade or field in which they are to perform on the Project, be thoroughly familiar with applicable codes, and have the ability to obtain bonding from a bonding company acceptable to Owner and Construction Manager.

6.2.7 Subject to the Approval of Owner, which Approval shall not be unreasonably withheld, Construction Manager shall award the Work to a responsible Subcontractor or Supplier of Construction Manager's choosing, and shall proceed with the preparation of a purchase order or Subcontract incorporating all necessary terms and conditions of the Contract Documents. Upon execution by Construction Manager, and if requested by Owner, Construction Manager shall furnish a copy of the executed purchase order or Subcontract to Owner.

6.2.8 Should Owner unreasonably withhold approval of any responsible Subcontractor or Supplier chosen by Construction Manager in accordance with this Paragraph 6.2, then the GMP shall be increased by Change Order in the amount of the difference between the bona fide price offered by the Subcontractor or Supplier of Construction Manager's choice, and the price paid to the Subcontractor or Supplier that Construction Manager was required to use.

6.2.9 Construction Manager shall be allowed, when Approved in writing by Owner, to submit a sealed competitive bid on behalf of Construction Manager or an affiliated company for any portion of the Work. Before Construction Manager or any affiliated company will be permitted to perform any part of the Work, Construction Manager will be required to show that it has made a good faith effort to solicit bids or proposals from responsible subcontractors for the Work, has received at least three subcontractor bids or proposals, and that the anticipated cost of performance by Construction Manager or its affiliated company is lower than any bids or proposals received from responsible subcontractors. The intent of this paragraph is to allow the Construction Manager to "protect" GMP pricing. Should Owner unreasonably withhold approval for Construction Manager to submit a competitive bid for a portion of the Work, the Construction Manager's remedy will be in accordance with Paragraph 6.2.8 of this Agreement.