

7.5 An extension of time under Paragraph 7.4 shall be Construction Manager's exclusive remedy in the event that Construction Manager is delayed at any time in the commencement, prosecution or completion of the Work or is delayed, interfered with, impacted, obstructed or hindered by any act, neglect, interference, or default of Owner, Architect, or by any employee of either, or by any separate contractor employed by Owner, or by any cause beyond the control of Construction Manager. Construction Manager expressly agrees not to make, and hereby waives, any Claim for damages or an increase in the GMP on account of any delay, interference, impact, obstruction or hindrance of any kind whatsoever, except such costs that are direct cost of the Work including all fees, insurances and bonds.

ARTICLE 8

PRECONSTRUCTION SERVICES FEE

8.1 Upon and at the time of execution by Construction Manager and Owner of Amendment No. 1, Owner shall pay to Construction Manager a Preconstruction Services Fee equal to \$20,000.00. Payment to the Construction Manager of the Preconstruction Services Fee shall be compensation in full for all services and materials performed or provided, and all costs and expenses incurred, by Construction Manager prior to the date of the complete execution by the parties thereto of Amendment No. 1. Construction Manager shall not be entitled to include, in the Cost of the Work, any cost or expense incurred prior to the date of the complete execution of Amendment No. 1 by the parties thereto.

8.2 If Owner determines that Owner and Construction Manager cannot reach an agreement on the terms and conditions of Amendment No. 1, then Owner shall be entitled to terminate this Agreement for its convenience, and Owner shall not be required to pay Construction Manager the Preconstruction Services Fee, or any amount whatsoever, for any costs incurred or services or materials provided by Construction Manager.

ARTICLE 9

GUARANTEED MAXIMUM PRICE, GUARANTEED MAXIMUM CONSTRUCTION MANAGER PERSONNEL COST, AND CONSTRUCTION MANAGER'S FEE

9.1 When the Drawings and Specifications are sufficiently complete, and Owner requests same, Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of the estimated Cost of the Work and the Construction Manager's Fee. As the Drawings and Specifications may not be finished at the time the Guaranteed Maximum Price proposal is prepared, the Guaranteed Maximum Price shall include any costs attributable to further development of the Drawings and Specifications by the Architect so long as such development is consistent with the Drawings and Specifications identified in Exhibit IV to Amendment No. 1 or reasonably inferable therefrom. Such further development does not include such things as possible changes in scope, systems, kinds and quality of materials, finishes or equipment, which shall be stated as Alternate Prices in Exhibit III to Amendment No. 1 and, if required, shall be incorporated by Change Order. The estimated Cost of the Work shall include a separate line item for the Construction Manager's contingency. The Construction Manager's contingency is a sum established by the Construction Manager for the Construction Manager's use, to cover costs arising from further development of the Drawings and Specifications as contemplated by this Paragraph 9.1 and other costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order.

9.2 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

- .1 A list of the Drawings and Specifications, including all addenda thereto, which were used in preparation of the Guaranteed Maximum Price proposal.