

possession of the Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by Construction Manager and may finish the Work by whatever reasonable method it may deem expedient. In such case, Construction Manager shall not be entitled to receive any further payment until the Work is finished. All warranties of Construction Manager and its Subcontractors and Suppliers shall survive such termination.

15.2.3 In the event of termination under Paragraph 15.2.2, and upon completion of all of the Work, Construction Manager shall pay Owner the amount, if any, by which the total cost of completing the Work, plus any Liquidated Damages recoverable by Owner under Article 13 for delays in completion, together with amounts previously paid to Construction Manager, exceed the GMP. If there is no such excess, Owner shall pay Construction Manager any portion of the Cost of the Work and Construction Manager's Fee which has not previously been paid and which was owed to Construction Manager at the time of termination, so long as the total amount paid by Owner for completing the Work, including all costs incurred by Owner as a result of any delay in completion and all amounts paid to Construction Manager, does not exceed the GMP.

15.3 Termination for Convenience.

15.3.1 Owner may terminate the Agreement for convenience at any time upon written notice to Construction Manager. In the event of a termination for convenience, Construction Manager shall take immediate steps to terminate the Work as quickly and effectively as possible and shall terminate all commitments to third parties unless otherwise instructed by Owner. Provided that no damages are due to Owner for Construction Manager's failure to perform in accordance with the Contract Documents, Owner shall pay Construction Manager for all Costs of the Work incurred to the date of termination, including that portion of Construction Manager's Fee allocable to the Cost of the Work incurred, and for any other proven, direct loss sustained upon any materials, equipment, tools, subcontracts, purchase orders, construction equipment and machinery, and Owner shall have no further liability to Construction Manager for such termination.

15.3.2 If Owner terminates the Agreement for cause under Paragraph 15.2.2 and it is later determined that Owner did not have grounds to do so, the termination will be treated as a termination for convenience under the terms of this Paragraph 15.3.

ARTICLE 16

SEPARATE CONTRACTORS

16.1 Owner reserves the right to employ separate contractors at the Site to perform work not included in the Construction Documents. In such case, Owner shall instruct such separate contractors not to impede, delay, or cause any conflict with the Work of Construction Manager. Construction Manager shall afford such separate contractors reasonable opportunity for the introduction, protection and storage of material and equipment at the Site and the execution of their work, and shall properly connect and coordinate its Work with theirs.

16.2 Construction Manager has no responsibility hereunder to inspect or certify the suitability or correctness of any work performed by separate contractors of Owner. Construction Manager will have no liability for Owner's separate contractors' material, equipment, work-in-place or stored materials. Such mediation shall take place in Lowndes County, Georgia.