

Documents, and any changes or modifications to same suggested by Construction Manager. Notwithstanding the foregoing, any changes or modifications to this Agreement or the Contract Documents must be in writing and must take the form of an Amendment, a Change Order, or a Construction Change Directive. No other changes, including verbal changes or modifications, shall be valid or binding, or relieve Construction Manager of any of its obligations under the Contract Documents. It is agreed by and between Owner and Construction Manager that any course of dealings hereinafter entered into which appear to change or modify the provisions of this Paragraph 5.6 or any other provision contained in the Contract Documents is deemed to have been entered into with full knowledge and understanding that such course of conduct shall not change or modify any provision of the Contract Documents, and particularly, this Paragraph 5.6.

5.7 Inspection of Project.

5.7.1 During the period of construction, the Project and Site shall be accessible for inspection by Owner and its representatives without Notice.

5.7.2 During the period of construction, Owner or a designated representative of Owner may, during regular business hours, enter the Project and upon the Site to determine the compliance by Construction Manager with the requirements of the Contract Documents, which purposes shall include, but not be limited to: (i) inspecting and testing the structure, finishes, and any mechanical and electrical systems; (ii) inspecting for any leaks, spills, or other potentially hazardous conditions which may involve exposure to hazardous or toxic substances; (iii) inspecting for any current or past hazardous waste operations, to ensure that appropriate mitigative actions were taken to alleviate any environmentally unsound activities in accordance with federal, state and local law and (iv) observing the progress of construction. Owner's Representative will notify Construction Manager's on-site supervisor when coming on-site.

5.7.3 The purpose of this Paragraph 5.7 is solely to promote the ease with which Owner may view and inspect the Project. Nothing in this Paragraph 5.7 shall act to relieve Construction Manager of any duty to inspect, or any liability which might arise as a result of Construction Manager's failure to inspect for or to correct a defective, non-conforming or hazardous condition.

5.7.4 The right of entry granted pursuant to this Paragraph 5.7 shall be exercised in accordance with any reasonable rules and regulations established by Construction Manager to prevent personal injury and promote safety. Any such entry by Owner shall not constitute Acceptance of the Project, and shall be at no cost to Owner.

5.8 Early Access to Project. Prior to the Acceptance of the Project, Construction Manager agrees to afford Owner and Owner's contractors a reasonable opportunity for introduction and storage of materials and equipment and performance of activities provided that Owner and Owner's contractors coordinate such activities with Construction Manager.

ARTICLE 6

SUBCONTRACTS

6.1 Subcontracts shall be between Construction Manager and the Subcontractor or Supplier selected by Construction Manager, subject to reasonable approval of Owner and the requirements that such Subcontracts be awarded as a result of a competitive process, as set forth in this Article.

6.2 Bidding.

6.2.1 Construction Manager shall identify to Owner in writing any Subcontractor or Supplier that it proposes to use on the Project that is affiliated with Construction Manager by reason of a financial, common-ownership or