

6.3 Notice of Commencement and Notices to Contractor.

6.3.1 Owner shall furnish to Construction Manager such information regarding Owner as may be necessary for Construction Manager to complete the Notice of Commencement form attached hereto as Exhibit "H." Construction Manager shall complete the Notice of Commencement, shall file it with the Clerk of Superior Court in Lowndes County within ten (10) days after Construction Manager physically commences work on the Project, shall post a copy of the Notice of Commencement on the Project Site, and shall supply copies of the Notice of Commencement to Subcontractors and Suppliers upon request, all in strict accordance with O.C.G.A Section 36-91-72. Construction Manager shall provide Owner with a file-stamped copy of said Notice of Commencement.

6.3.2 Construction Manager shall promptly respond to any person who makes a written request of the Construction Manager, Owner or an agent of Owner for a copy of the Notice of Commencement, by sending the requestor a copy of the Notice of Commencement within ten (10) days of the date on which the request was received by Owner, Owner's agent or Construction Manager. Owner shall promptly provide Construction Manager with any written requests that it receives for copies of the Notice of Commencement, and it shall instruct its agents to do the same. Construction Manager shall maintain records regarding all requests received and responses sent, and shall provide Owner with copies of these records sent, and shall provide Owner with copies of these records at the completion of the Project, or upon request. Construction Manager shall send copies of the Notice of Commencement to all requestors by certified mail, return receipt requested.

6.3.3 Construction Manager shall maintain records of each Notice to Contractor upon its receipt.

6.3.4 Construction Manager agrees to perform all of its duties with respect to Notices of Commencement and Notices to Contractor in accordance with all applicable laws.

ARTICLE 7

CONTRACT TIME

7.1 The Work to be performed under this Agreement shall be commenced upon the execution of this Agreement by all parties hereto. The Work on the Project shall be Substantially Completed by the date indicated in Article Two of Amendment No. 1.

7.2 Time is of the essence as to Construction Manager's obligations under the Contract Documents, including but not limited to the obligation to deliver the Project Substantially Complete by the applicable Substantial Completion Date (as such date may be extended by Change Order for Permissible Extensions). Except as otherwise provided herein, failure to Substantially Complete all of the Work by the Substantial Completion Date shall entitle Owner to recover Substantial Completion Liquidated Damages, as more fully set forth in Article 13.

7.3 The Date for Substantial Completion of the Project shall be extended by Change Order in the event of a Permissible Extension; provided, however, as a condition precedent to obtaining a Change Order extending the Date for Substantial Completion of the Project, Construction Manager shall provide Notice to Owner of the causes of the delay within fourteen (14) days of the first occurrence of the event or circumstance giving rise to the delay, and satisfy the requirements for a Change Order extending the Date of Substantial Completion.

7.4 Upon receipt of a Notice requesting an extension of time for any cause, Owner shall review the facts in light of this Agreement. If the facts warrant such action and if the requirements for a Change Order are met, the Substantial Completion Date, Final Completion Date, or both, shall be extended by Change Order to the extent Owner determines the delay to give rise to a Permissible Extension.