

agents or employees of any of them, including any costs, expenses, losses and damage caused to the Project, the property of Owner, the public or adjacent properties.

10.3.16 Costs of any business licenses not specifically required of Construction Manager for this Project and dues, assessments and contributions paid or payable to Construction Manager's technical or trade associations, including but not limited to AGC fees.

10.3.17 Taxes assessed against property and equipment of Construction Manager which is not to be incorporated into the Project; taxes on gross income, except gross receipts tax; profit and net income of Construction Manager; and interest on money borrowed or furnished by Construction Manager.

10.3.18 Costs incurred by Construction Manager in violation of any term, provision, or agreement set forth in the Contract Documents.

10.3.19 Any cost or expense not specifically and expressly included among the items described in Paragraph 10.2 herein.

10.4 For all Work performed:

10.4.1 Construction Manager agrees that all amounts paid by Construction Manager for services and materials included in the Work shall be at rates which are not higher than standard rates paid within the local business area of the Project, unless otherwise Approved in advance by Owner.

10.4.2 Under no circumstances whatsoever shall Construction Manager be entitled to receive more than the Guaranteed Maximum Price, as the same shall be adjusted by Change Order in accordance with Article 12. If the actual Cost of the Work plus the Construction Manager's Fee exceeds the Guaranteed Maximum Price, as adjusted by Change Order, the excess cost shall be borne solely by Construction Manager and Owner shall have no liability or responsibility of any kind or nature with respect thereto and Construction Manager shall release, indemnify, defend and hold harmless Owner from any claims, loss, damages, or demands in connection therewith.

10.4.3 Under no circumstances whatsoever shall Construction Manager be entitled to receive more than the Guaranteed Maximum Construction Manager Personnel Cost for costs included in the Cost of the Work under Paragraph 10.2.1.

ARTICLE 11

PAYMENTS TO CONSTRUCTION MANAGER

11.1 Procedure. Payments shall be made by Owner to Construction Manager according to the following procedure:

11.1.1 On or before the twenty-fifth (25th) day of each month after Work has commenced, Construction Manager shall prepare and submit to Owner and Architect an Application for Payment in the form attached hereto as Exhibit "G," and including such back-up documentation as Owner may require, for the Cost of the Work completed and materials stored since the preceding pay period, along with the proportional amount of Construction Manager's Fee earned during the period.

11.1.2 By signing an Application for Payment, Construction Manager certifies and warrants to Owner that: