

**11.5.3** Owner shall report to the Construction Manager any deficiencies in the Construction Manager's accounting, and the Construction Manager shall promptly provide to Owner any information reasonably necessary to make the accounting complete and reliable. Not later than thirty (30) days after receipt by Owner of the Construction Manager's final and complete accounting, Owner and Architect shall make an inspection of the Project to determine if it is Finally Complete. If the Owner and the Architect determine that the Work is finally complete and that the Contractor's accounting is complete and reliable, Architect shall issue a Certificate of Final Completion.

**11.5.4** Upon Architect's issuance of a Certificate of Final Completion under Paragraph 11.5.3 and the Acceptance of Final Completion of the Project by Owner, Owner shall, upon application by Construction Manager, pay to Construction Manager all retainage and other amounts owed to Construction Manager for Costs of the Work under the Contract Documents, and any portion of the Construction Manager's Fee due but not yet paid to Construction Manager.

**11.6** Payment by Owner shall not foreclose the right of Owner to examine the books and records of Construction Manager in accordance with the Contract Documents to determine the correctness and accuracy of any item. Owner's right to examine the books and records of Construction Manager under the Contract Documents shall continue for 1095 days from the date of Substantial Completion of the Project.

**11.7** Construction Manager shall retain all invoices, checks and other records showing billing and payment for materials, equipment and labor going into the performance of the Work for a period of three (3) years following its receipt of Final Payment hereunder; shall maintain books of account with respect to the performance of the Work for a like period; and shall require its Subcontractors to maintain similar records for the same period of time. Construction Manager and its Subcontractors shall, at reasonable times and upon request, afford Owner access to the aforesaid books and records of account as they relate to the Work and determination of the cost thereof.

**11.8.** The periods of access and examination set forth in Paragraph 11.7 above for records relating to litigation or settlement of Claims arising from the performance of this Agreement shall continue until such litigation, settlement or Claims are finally resolved and concluded.

**11.9** Neither the Acceptance of the Project nor the occupancy thereof shall be construed as a waiver of any requirement or right of Owner under this Agreement, or as otherwise prejudicing Owner with respect to any such requirement or right.

**11.10 Prompt Pay Act.**

**11.10.1** Owner may withhold payment to Construction Manager in an amount deemed reasonably necessary by Owner, in the event of unsatisfactory job progress, breach by Construction Manager of the Agreement, defective construction which has not been remedied, disputed work, third party claims that have been filed or reasonable evidence that such claims will be filed, failure of Construction Manager or its subcontractor to make timely payment for labor, equipment and/or materials, damage caused by Construction Manager to Owner, other contractors or subcontractors, reasonable evidence that the Work cannot be completed for the unpaid balance of the GMP, retainage at rates specified within this contract, and any other grounds set forth within this Agreement.

**11.10.2** In the event that Construction Manager brings a claim against Owner, its agent or employees under the Georgia Prompt Pay Act, O.C.G.A. 13-11-1, et seq, hereinafter referred to as the "Georgia PPA," Construction Manager shall not be entitled to recover its attorneys' fees, whether or not such claim is successful.

**11.10.3** Construction Manager agrees to abide by the provisions of the Georgia PPA and to Hold Harmless Owner from and against any claims, losses, damages or liabilities arising from Construction Manager's failure to so abide. Aside from the foregoing obligation of Construction Manager, it is expressly understood and agreed by the parties that the provisions in this Agreement with respect to payment, withholding of payments, interest rates on late