

CM-GC AGREEMENT – EXHIBIT B

EARLY WORK AMENDMENT

**INLOW HALL RENOVATION PROJECT (the “Project”)
Project No. 2019-04E-FP**

PARTIES: Eastern Oregon University (the “Owner”)

_____ (the “CM/GC”)

RECITALS

- A. Owner and CM/GC entered into a Contract dated [] for CM/GC to provide construction management and general contractor services in connection with the Project.
- B. The Owner and CM/GC desire to amend the Contract.
- C. Article 3.2.3 of the Contract provides for certain provisions to be modified and supplemented in an Early Work Amendment. This Early Work Amendment provides for an Early Work Price for the CM/GC to perform certain Construction Phase Services

The Owner and CM/GC have reached agreement regarding the following terms and conditions and have agreed to amend the Contract as follows.

AMENDMENT

Owner and CM/GC hereby agree to amend the Contract as follows:

- 1. The date of commencement of the Early Work described in this Early Work Amendment shall be [], [].
- 2. The Contractor shall complete the Early Work described in this Early Work Amendment by no later than [], [].

3. The sum of the Cost of the Work and the CM/GC Fee attributable to the Early Work is guaranteed by the CM/GC not to exceed [_____] Dollars (\$[_____]) (“Early Work Price”), subject to additions and deductions by Change Order as provided in the Contract Documents.
4. [Insert description of the Early Work, including references to any drawings, specifications, or other scope documents.]
5. Notwithstanding any other provision in the Contract Documents, CM/GC represents that the Early Work Price and the time to complete the Early Work both take into account the current conditions of the COVID-19 (and any variant thereof) pandemic as of the date the CM/GC executes this Early Work Amendment, and that CM/GC shall not be entitled to adjustment in the time to complete the Early Work or the Early Work Price absent demonstrated proof of a change in the COVID-19 circumstances. This paragraph shall provide the CM/GC’s sole remedy for impacts related to the COVID-19 (or any variant thereof) pandemic.
6. Execution of this Early Work Amendment does not obligate Owner to enter into a Guaranteed Maximum Price Amendment or to further authorize Work beyond the Work authorized by this Early Work Amendment.
7. Except as otherwise stated above, the terms, conditions and provisions of the Contract remain unaltered by this Amendment.

[CONTRACTOR--FULL NAME OF CORPORATION]

EASTERN OREGON UNIVERSITY

By: _____
_____, President

By: _____
_____, _____

Date: _____

Date: _____

State of Oregon Construction Contractors
Board Registration No. _____

END OF EXHIBIT B

CM-GC AGREEMENT – EXHIBIT C

GAURANTEED MAXIMUM PRICE AMENDMENT

**INLOW HALL RENOVATION PROJECT (the “Project”)
Project No. 2019-04E-FP**

PARTIES: Eastern Oregon University (the “Owner”)

_____ (the “CM/GC”)

RECITALS

- A. Owner and CM/GC entered into a Contract dated [] for CM/GC to provide construction management and general contractor services in connection with the Project.
- B. The Owner and CMGC desire to amend the Contract.
- C. Article 6 of the Contract provides for certain provisions of the Contract to be modified and supplemented in a GMP Amendment setting out the agreed remaining terms and conditions of the Contract. This Amendment is the GMP Amendment.
- D. The Owner and CM/GC have reached agreement regarding the remaining terms and conditions of the Contract and have agreed to amend the Contract as follows.

AMENDMENT

The Owner and CM/GC hereby amend the Contract as follows.

1. COMMENCEMENT AND COMPLETION OF WORK

- A. The date of commencement of the Work shall be the date set forth in the Notice to Proceed.
- B. The CM/GC shall achieve Substantial Completion of the entire Work not later than _____ days after the Notice to Proceed and Final Completion of the entire Work not later than _____ days after the Notice to Proceed.
- C. Liquidated Damages for Delay. The CM/GC acknowledges that the Owner will incur significant damages if the Project is not completed within the time set forth above, including without limitation, damages in the form of: inability to use the Project and all related facilities (i.e. "loss of use"); delay costs for completion of portions of the Project or related projects to be constructed by the Owner or the Owner's separate contractors; or costs of extended services of the Owner's project management staff, any outside construction management firms, Architect, any separate contractors and consultants, and others performing work or services related to the Project. In consideration of these factors, the CM/GC acknowledges and agrees that time is particularly of the essence in the CM/GC's performance of the Work in accordance with the agreed date of commencement of the Work, and the agreed dates of Substantial Completion and Final Completion of the Work.

The Owner and CM/GC acknowledge and agree that if Substantial Completion of the entire Work is not achieved by the date set forth above, the amount of the Owner's actual loss of use damages will be difficult, impractical or impossible to determine. Accordingly, the parties agree that if Substantial Completion is not achieved by the agreed date of Substantial Completion as may be adjusted pursuant to the Contract Documents, the CM/GC shall pay to the Owner as liquidated damages for the loss of use of the Project the following amounts: the sum of _____ Dollars (\$ _____) for each partial day or full day of delay beyond the deadline for Substantial Completion.

The parties further acknowledge and agree that the CM/GC's obligation to pay liquidated damages under this paragraph shall be in lieu of the obligation to pay actual delay damages for the loss of use damages. The parties agree that the daily rate agreed to above is reasonable in comparison to the approximate scope of actual delay damages for loss of use that the parties anticipate as of the time of execution of this GMP Amendment, and that the payment of such liquidated damages is not intended to be a penalty or forfeiture. The parties further acknowledge that these liquidated damages are meant to reimburse the Owner only for loss of use delay damages and that Owner reserves the right to claim other types of damages against CM/GC resulting from delays, including but not limited to the other delay damages described in this paragraph.

2. CONSTRUCTION WORK

- A. The CM/GC agrees to perform the construction Work for the Project as described in Article 3 of the Contract and other provisions of the Contract Documents.

3. THE GUARANTEED MAXIMUM PRICE

The sum of the Cost of the Work and the CM/GC's fee is guaranteed by the CM/GC not to exceed [_____] dollars (\$[_____]), subject to additions and deductions by Change Order as provided in the Contract Documents.

- A. The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

- B. Unit Prices, if any:

(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit (\$0.00)
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- C. Assumptions, if any, on which the Guaranteed Maximum Price is based:

(Identify any assumptions.)

- D. Allowances, if any, included in the Guaranteed Maximum Price:

(Identify any allowances, including a description of the allowance and corresponding amount.)

- E. Notwithstanding any other provision in the Contract Documents, CM/GC represents that the Guaranteed Maximum Price and the time to achieve Substantial Completion and Final Completion take into account the current conditions of the COVID-19 (and any variant thereof) pandemic as of the date the CM/GC executes this Amendment, and that CM/GC shall not be entitled to adjustment in the Contract Time or the Guaranteed Maximum Price absent demonstrated proof of a change in the COVID-19 circumstances. This paragraph shall provide the CM/GC's sole remedy for impacts related to the COVID-19 (or any variant thereof) pandemic.

- F. The Drawings, Specifications, and Addenda are described in Attachment 1 hereto.

- G. The Owner and CM/GC's agreement with respect to "Potentially Time and Price-Impacted Materials" is Attachment 2 hereto.

4. ADDITIONAL PROVISIONS

- A. The above recitals are incorporated into and are part of this Amendment.

- B. Capitalized terms used in this Amendment will have the meanings given to them in the Contract, unless otherwise indicated in this Amendment.

- C. Except as expressly provided in this Amendment, all provisions of the Contract, as it may have been previously amended, will remain in effect.

- D. The individuals signing below represent that they are authorized by the party for which they sign to contractually bind that party to the provisions of this Amendment.

- E. Any exhibits, schedules, and other attachments referenced in this Amendment are part of the Contract.
- F. This Amendment will be effective upon the last date signed below.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed:

[CM/GC--FULL NAME OF CORPORATION]

EASTERN OREGON UNIVERSITY

By: _____
_____, President

By: _____
_____, _____

Date: _____

Date: _____

State of Oregon Construction Contractors
Board Registration No. _____

ATTACHMENT NO. 2 TO EXHIBIT C – GMP AMENDMENT

POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

This Attachment No. 1 (“Attachment”) made this [] day of [] in the year 2023 is made contemporaneous with and modifies Exhibit C (Guaranteed Maximum Price Amendment) dated [] which in turn modifies the contract (“Contract”) between the Eastern Oregon University (“Owner”) and [] (“CM/GC”) for the Inlow Hall renovation project (“Project”).

Terms used in this Attachment, unless otherwise defined, shall have the same meaning as defined in the Contract.

1. **POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL.** As of the date of this Attachment, certain markets providing essential materials to the Project are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of this Contract that may impact price, availability, and delivery time frames ("Potentially Time and Price-Impacted Material"). This Attachment provides for a fair allocation of the risk of such market conditions between the Owner and the CM/GC and shall only apply to the Potentially Time and Price-Impacted Material(s) listed in paragraph 5 of this Attachment.
2. **BASELINE PRICE AND TIME.** Owner and CM/GC shall agree upon a method for establishing the market price as of the date of this Attachment ("Baseline Price") and the method for calculating an adjustment in the pricing for a Potentially Time and Price-Impacted Material listed in paragraph 5 of this Attachment.
3. **ADJUSTMENT IN BASELINE PRICE.** If during the course of the Project a Potentially Time and Price-Impacted Material item experiences an increase or decrease in its Baseline Price, either Party may notify the other in writing within thirty (30) Days from the date the basis for an equitable adjustment to the Guaranteed Maximum Price arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for a Potentially Time and Price-Impacted Material shall not include any amount for overhead and profit.
 - 3.1. In the event of a decrease in a Baseline Price, the Guaranteed Maximum Price shall be equitably adjusted to reflect such decrease, subject to section 3.3 of this Attachment, but only for those Potentially Time and Price-Impacted Materials purchased by CMGC or its Subcontractors and delivered to the Project site on or after the date on which written notice of the adjustment in Baseline Price is given.
 - 3.2. In the event of an increase in a Baseline Price, the Guaranteed Maximum Price shall be equitably adjusted to reflect such increase, subject to section 3.3 of this Attachment, but only for those Potentially Time and Price-Impacted Materials purchased by CM/GC or its Subcontractors and delivered to the Project site on or after the date on which written notice of the adjustment in Baseline Price is given.

3.3. With regard to a price decrease, the first [] ([]%) percent of the aggregate adjustment shall supplement (add to) CM/GC’s contingency reserve under paragraph 6.4.8 of the Contract and the balance of the adjustment for a price decrease shall reduce the amount of the Guaranteed Maximum Price. With regard to a price increase, the first [] ([]%) percent of the aggregate adjustment shall be drawn from (deplete) the contingency reserve under paragraph 6.4.8 of the Contract and the balance of the adjustment shall increase the amount of the Guaranteed Maximum Price. Once the contingency reserve is fully depleted, the full amount of the adjustment shall increase the amount of the Guaranteed Maximum Price. Notwithstanding the above, the Parties agree that the Guaranteed Maximum Price shall not be adjusted upward or downward by more than [] ([]%) percent of the original Guaranteed Maximum Price for the aggregate of the increases or

decreases in Baseline Prices for Potentially Time and Price-Impacted Materials. If this percentage is exceeded by reason of increases in the Potentially Time and Price-Impacted Materials, the Parties shall share equally in the gain or loss.

3.4. No adjustment shall be made for any quantities of Potentially Time and Price-Impacted Materials scheduled for delivery under the terms of the Contract prior to the date on which written notice of the adjustment in Baseline Price is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the CM/GC, its Subcontractors.

3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the Contract.

4. TIME-IMPACT AND AVAILABILITY. To the extent CM/GC experiences a demonstrated critical path delay at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a Potentially Time and Price-Impacted Material, beyond the control of and without the fault or ability to mitigate of the CM/GC or its Subcontractors, the CM/GC shall be entitled to an equitable extension of the Contract Time. The Owner and CM/GC shall undertake reasonable steps to mitigate the effect of such delays.

Notwithstanding any other provision to the contrary in this Attachment, the GMP Amendment or the Contract: (a) the CM/GC shall not be liable to the Owner for any expenses, losses or damages arising from a delay in the delivery of a Potentially Time and Price-Impacted Material item to the extent such delay is not the fault of the CM/GC or its Subcontractors; and (b) Owner shall not be liable to CM/GC or its Subcontractors for any expenses, losses or damages arising from a delay, any resequencing, loss of productivity or any other impacts caused by the late delivery of a Potentially Time and Price-Impacted Material except to the extent caused by Owner.

5. POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS. Potentially Time and Price-Impacted Materials subject to this Attachment should be identified and described with specificity below. The methods for establishing the Baseline Price for a Potentially Time and Price-Impacted Material should be based upon an objective standard and include: (a) established market or catalog prices; (b) actual material costs; (c) material costs indices; or (d) such other mutually agreed upon method. Pricing based on material costs indices must identify the index category or subcategory that most accurately reflects the Potentially Time and Price-Impacted Material specified.

a. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit)

Pricing Method: []

b. Potentially Time and Price-Impacted Material:[]

Baseline Price: \$[]/[] (unit)

Pricing Method: []

c. Potentially Time and Price-Impacted Material: []

Baseline Price: \$[]/[] (unit)

Pricing Method: []

- d. Potentially Time and Price-Impacted Material: []
Baseline Price: []/[] (unit)
Pricing Method: []

END OF EXHIBIT C

EOU RFP #2019-04E-FP

CM-GC AGREEMENT – EXHIBIT D

DIRECT COSTS / GC WORK COSTS MATRIX

**INLOW HALL RENOVATION PROJECT (the “Project”)
 Project No. 2019-04E-FP**

Item No.	Description	Construction Costs Paid by the Owner		Contractors O/H Part of CM/GCs Fee	Misc. Cost Paid by Owner
		Direct Cost of the Work	General Conditions Work Costs		
1	Project Superintendent		X		
2	Area Superintendent		X		
3	Project Executive (for project specific time only)		X*		
4	Senior Project Manage (for project specific time only)		X		
5	Project Manager		X		
6	Project Engineers		X		
7	Field Engineers		X**		
8	Project Admin		X*,***		
9	Scheduler (for project specific time only)		X		
10	MEP Coordinator (for project specific time only)		X		
11	Safety Scheduler (for project specific time only)		X		
12	Detailer	X			
13	Accounting/Data Processing			X	
14	Payroll Accountant			X	
15	Surveying	X			
16	Benefits – including hourly rates		X		
17	Vacation Time – including hourly rates		X		
18	Travel, Lodging, Meals, Per Diem, etc. (In accordance with EOU Contractor Travel		X		
19	Sick Leave – including hourly rates		X		
20	Bonuses			X	
21	Jobsite Office materials costs and expendables		X		
22	Warranty			X	
23	Corrective/Non-conforming repair			X	
24	Corrective Work not due to Contractor Fault			X	
25	PM auto renewal		X		
26	PM auto fuel for on-site job related errands only – not travel to/from home		X		
27	Project Superintendent truck rental		X		
28	Project Superintendent truck fuel for on-site job related errands only – not travel		X		
29	Office Trailer Rental		X		

Item No.	Description	Construction Costs Paid by the		Contractors O/H Part of CM/GCs Fee	Misc. Cost Paid by Owner
		Direct Cost of the Work	General Conditions Work Costs		
30	Office Furniture & Equipment		X*		
31	Plan Printing for sub bidding – Allowance		X*		
32	Plan Printing for day to day job operations		X		
33	Postage/FedEx/UPS		X		
34	Project Photos		X		
35	Personal Computers/Software			X	
36	Contractor Performance Bond	X			
37	Contractor Payment Bond	X*			
38	Insurance LG, Worker’s Comp, Auto (in accordance with the Contract only)			X	
39	Insurance All Risk		X		
40	Soils Report				X
41	Testing and Inspections				X
42	Facility Training	X			
43	Building Permit Fees				X
44	Developing Permit Fees				X
45	Estimating			X	
46	Value Engineering			X	
47	Corporate Accounting			X	
48	Corporate Safety Officer			X	
49	Main Office Administrator			X	
50	Corporate IT Director			X	
51	Legal			X	
52	Main office payroll costs			X	
53	Main office fringe/bonus costs			X	
54	Construction wages for Trades labor	X*			
55	Labor burden for trade labor	X*			
56	Subcontractors	X			
57	Material & Equipment related to crate labor and site logistics	X			
58	Rental-Contractor owned equipment (less than \$2,000 will be purchased)	X*			
59	Small Tools (less than \$2,000 will be purchased)		X*		
60	Flatbed truck rental/operation		X		
61	Flatbed truck fuel		X		
62	Water Truck		X		
63	Air Compressor		X		
64	Water pumping equipment		X		

Item No.	Description	Construction Costs Paid by the		Contractors O/H Part of CM/GCs Fee	Misc. Cost Paid by Owner
		Direct Cost of the Work	General Conditions Work Costs		
65	Other dewatering equipment		X		
66	Equipment Rental – third party	X			
67	Storage trailer rental		X		
68	Temporary toilets		X		
69	Project Signage		X		
70	Temporary Fencing		X		
71	Barricades		X		
72	Temporary Enclosures		X		
73	Temporary Stairs		X		
74	Opening Protection		X		
75	Safety railing and nets		X		
76	Drinking water (NOT coffee) and supplies (cups)		X		
77	Safety equipment for CMGC staff. Generic Only – no logos. Subs to provide own in COW		X		
78	First Aid Supplies for CMGC personnel. Subs to provide own in COW		X		
79	Security		X*		
80	Weather protection		X		
81	Mobilization/Demobilization		X		
82	Craft Parking			X	
83	Craft Shuttles			X	
84	Telephone and Date Line installation		X		
85	Telephone bills (on-site hard line phone service – if cell phones max \$50/mo)		X		
86	Temporary utilities hookup		X		
87	Temporary utility bills				X
88	Periodic Cleanup	X			
89	Final Cleanup	X			
90	Dump permit/fees	X			
91	Trash Removal/Hauling	X			
92	Flagging/Traffic Control	X			
93	Dust Control	X			
94	Trash chute	X			
95	Trade permits				X
96	Manlift materials and rentals	X			
97	Manlift Erect/Dismantle/Jump	X			
98	Manlift operator	X			
99	Crane rental	X			
100	Crane operator & bellman	X			

Item No.	Description	Construction Costs Paid by the		Contractors O/H Part of CM/GCs Fee	Misc. Cost Paid by Owner
		Direct Cost of the Work	General Conditions Work Costs		
101	Crane Erect/Dismantle/Jump	X			
102	Temp elevator operator	X			
103	Temp elevator agreement	X			
104	Forklift rental	X			
105	Forklift operator	X			
106	Equipment Fuel	X			
*	Subject to Negotiations				
**	Field Engineer = install, adjust, and/or troubleshoot equipment				
***	Project Admin = on-site office manager, payroll, clerical services				

END OF EXHIBIT D

CM-GC AGREEMENT – EXHIBIT E

EOU CONTRACTOR TRAVEL RIEMBURSEMENT POLICY

INLOW HALL RENOVATION PROJECT (the “Project”)

Project No. 2019-04E-FP

Per <https://www.eou.edu/busserv/travel/>



EASTERN OREGON UNIVERSITY

Contractor Travel Policy

MEALS			
PRORATION of MEAL PER DIEM for Partial Days Involving an Overnight Stay: Meal per diems for initial day of travel and final day of travel will be based on the following schedule based on departure and arrival times			
Initial Day of Travel	Prior to 7:00 AM	7:00 AM to 12:59 PM	1:00 PM and After
Meal Allowance	Breakfast, lunch, dinner	Lunch, dinner	Dinner
Final Day of Travel	Prior to Noon	12:00 noon to 5:59 PM	6:00 PM and after
Meal Allowance	Breakfast	Breakfast, lunch	Breakfast, Lunch Dinner
Low-City	High-City	Policy	
Breakfast \$ 16.00	Breakfast: \$ 18.50	• No meal per diem is allowed on one day trips.	
Lunch \$ 16.00	Lunch: \$ 18.50	• See the EOU link below for the current IRS list of high/low cities.	
Dinner \$ 32.00	Dinner: \$ 37.00	• If meals are provided at the meeting or event, no meal per diem is allowed. Agendas are required.	
Total \$ 64.00	Total \$ 74.00		
LODGING			
Low-City	High-City	Policy	
Nightly lodging rate: \$ 140.00	Nightly lodging rate: \$ 223.00	• Itemized receipts are required for lodging.	
		• Lodging tax is reimbursed as a misc. expense.	
TRANSPORTATION			
Mileage Reimbursed at: \$0.655/mile	<ul style="list-style-type: none"> • Mileage can be calculated one of 3 ways: Oregon Mileage Chart, mapping software (e.g. mapquest.com), or actual mileage (from the odometer). See Oregon Mileage chart on the next tab. • Mileage is not reimbursable unless one way trip exceeds 25 miles from origin to destination. • Mileage will not be reimbursed in addition to fuel receipts or costs associated with rental vehicles. 		
Rental Vehicles	• EOU will only reimburse vehicle rental rates for compact and economy cars and their equivalent green class. EOU will reimburse for liability insurance issued through the vehicle rental company. Other classes of vehicles may be rented for circumstances that are pre-approved by the EOU Accounts Payable office for reasons that include space requirements or inclement weather conditions. Receipts required.		
Ground Transportation	• Taxicab, train (coach or business class only), and airport shuttle fees will be reimbursed. Receipts are required if over \$25 per item.		
Airfare	• EOU will only reimburse actual economy rate airfare, plus mandatory taxes and fees. Receipts required.		
OTHER EXPENSES			
Incidental Expenses	• Incidental expenses are combined with the meal per diem rate and will not be separately reimbursed. Incidental expenses include, but are not limited to; fees and tips given to porters, baggage carriers, hotel staff, and staff on ships.		
Misc. Expenses	• The miscellaneous expenses that can be reimbursed include; fuel expenses for a rented vehicle, parking, tolls, lodging taxes, and checked baggage for up to two standard-weight bags. Other miscellaneous expenses can be reimbursed only if approved in advance by the EOU representative. All miscellaneous expenses must be itemized with the exception one allowable expense under \$25 per trip.		
Unallowed Expenses	• Expenses for laundry, cleaning and pressing of clothing, and fees and gratuities for services (e.g., waiters, taxi drivers, and baggage handlers) are not reimbursable.		
Hosting Expenses	• If the scope of work in your contract authorizes reimbursement for hosting expenses, all expenses must be authorized prior to incurring costs. Contact EOU Accounts Payable for allowable expenses at 541-962-3838 or at ap@eou.edu.		
Travel reimbursement rates are updated annually. Contractor shall be responsible for ensuring that travel reimbursement requests are in accordance with the rates in effect at the time the expense was incurred. The current travel reimbursement rates may be found at http://www.eou.edu/busserv/accounts-payable-documents-forms-and-policies/ EOU prefers that requests for travel reimbursement be made by completing the Travel Requisition form.			

END OF EXHIBIT E

CM-GC AGREEMENT – EXHIBIT F

INSURANCE REQUIREMENTS

INLOW HALL RENOVATION PROJECT (the “Project”)

Project No. 2019-04E-FP

I. CONTRACTOR’S INSURANCE

The term “Contractor” as used herein refers to the CM/GC.

As a condition precedent to payment Contractor shall at all times provide and maintain for itself and require its Subcontractors to provide and maintain the following types and the following minimum limits of insurance written on an occurrence basis by a company or companies rated A/IX or better in the most recent edition of “Best’s Insurance Guide” (or such lesser rating as may be approved by Owner in writing) and authorized to do business in the state in which the Project is located.

A. Workers’ Compensation and Employer’s Liability:

- (i) State: Statutory
- (ii) Employers Liability:
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Disease
 - \$1,000,000 Disease, Each Employee

B. Commercial General Liability (Occurrence Form):

- (i) Combined Bodily Injury and Property Damage:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal and Advertising Injury
 - \$4,000,000 General Aggregate
 - \$4,000,000 Products/Completed Operations Aggregate
 - \$ 50,000 Fire Damage Legal Liability
 - \$ 10,000 Medical Expenses Per Person
- (ii) The scope of coverage must meet the following:
 - (1) Premises Operations must be included.
 - (2) Elevators and Escalators must be included.
 - (3) Coverage for Independent Contractors and work performed on your behalf by subcontractors must be included.
 - (4) Pollution Liability and Hazardous Materials Liability must be included.
 - (5) Contractual Liabilities must be included (including the contract obligations specified in the Indemnification Paragraph(s) of the Owner-Contractor Agreement)

- (6) The Products and Completed Operations Insurance must be carried for the duration of the applicable statute of repose or for six (6) years after final payment, whichever is longer.
- (7) There can be no exclusions for subsidence, collapse, explosion or underground property damage.
- (8) There can be no Additional Insured vs. Named Insured cross-suit exclusion. The policies shall provide for cross-liability coverage as would be achieved under the standard Insurance Services Office "separation of insureds" clause.
- (9) There shall be no Montrose language, anti-pyramiding exclusion, or exclusion limiting coverage to damages which first begin to occur within the policy period.
- (10) The limits shall not be eroded or wasted by defense costs.
- (11) The policy and the additional insured coverage shall be primary and non-contributory with any insurance maintained by Owner, its affiliates, subsidiaries, directors, officers, employees and agents. (Copies of all policy endorsements that might affect coverage for the Project must be provided with the Insurance Certificate.)
- (12) The policy may not contain a cyber terrorism exclusion.
- (13) The policy may not contain an exclusion for breach of contract.
- (14) The policy may not contain an exclusion for intangible property.
- (15) The policy may not contain an exclusion for property of others in your care, custody or control.

C. Business Auto:

- (i) Combined Bodily Injury and Property Damage
\$1,000,000 Each Accident
- (ii) The following coverages must be included:
 - (1) Owned Automobiles
 - (2) Non-Owned and Hired Automobiles

D. Excess/Umbrella Liability Coverage:

- (i) \$5,000,000 Each Occurrence with a per project endorsement
- (ii) \$5,000,000 Aggregate
- (iii) Coverage will follow form on the general liability and auto liability policies be at least as broad those policies.
- (iv) Coverage shall be carried for the duration of the applicable statute of repose or for six (6) years after final payment, whichever is longer.
- (v) The policy must provide that coverage will be triggered by exhaustion of the applicable primary policies above and shall not require payment or exhaustion of any other policies.

- E. Professional Liability Insurance.** Limits shall not be less than \$1,000,000 per claim and \$2,000,000 aggregate. Such insurance must have no exclusion for bodily injury or property damage and no exclusion for pollution-related liability. This insurance shall include a retroactive date which predates the commencement of Work under the Agreement, including but not limited to construction manager services, and such coverage must continue for or include an extended reporting period of at least six (6) years after

substantial completion and acceptance of the Project, or until the expiration of all applicable statute of repose, whichever is longer.

- F. Certificates and Certified Copies of Policies.** Copies of all policy endorsements that might reduce coverage from that provided by the standard ISO form must be provided to Owner and approved in writing and Owner's approval must be submitted to Owner with each Insurance Certificate warranting that there is no other reduction in coverage. Evidence of Contractor's compliance with this Exhibit, including the insurance required of Subcontractors, shall be filed with Owner and be acceptable to Owner prior to commencement of the Work. For those insurance coverages that are required to remain in force after final payment, additional certificates (or certified copies of the policies) evidencing continuation of such coverage shall be submitted at the time of the application for final payment and upon each annual renewal for the duration of coverage required. Without limiting its remedies, Contractor agrees that it will reimburse Owner for the costs of Owner's insurance provided for the Project if Contractor fails to provide evidence of coverage as required herein. Upon Owner's request at any time, Contractor will immediately provide an actual certified copy of its insurance policies. Provision of the certificates and copies of policies as required herein shall be a condition precedent to payment.
- G. Notice of Cancellation, Reduction or Expiration.** Insurance policies required by this Agreement shall contain a provision that coverages or limits afforded under the policies will not be canceled, reduced or allowed to expire until at least 30 days' prior written notice has been given to Owner or, in the alternative, Contractor shall, in writing, inform Owner that Contractor shall provide 30 days written notice to Owner before any policy expires or is cancelled. Information concerning reduction of limits on account of claims paid or to be paid shall be furnished by the Contractor to Owner within three (3) business days of when Contractor learns that revised or reduced limits are likely. When Contractor becomes aware of imminent cancellation, expiration or reduction in coverage or available limits, Contractor within three (3) business days shall procure other policies of insurance that meet all requirements of this Agreement without any lapse in coverage and notify Owner in writing of the potential reduction in coverage or cancellation and describe the manner in which it has provided or will provide replacement coverage of this insurance along with a written explanation of any differences in coverage. No work will be performed without this insurance being in full force and effect.
- H. Owner's Right to Terminate or Cure.** Failure of Contractor or a Subcontractor to secure and maintain insurance with the coverages and limits required by this Agreement shall be a material breach of the Contract entitling Owner, in its discretion and without waiving any other remedies, to (i) withhold payments or recoup payments already made to Contractor for work on the Project, (ii) terminate the Contractor for cause, and (iii) purchase replacement insurance at the expense of the Contractor. Contractor consents to Owner procuring replacement insurance in Contractor's name and Contractor will cooperate in all respects with Owner's efforts in this regard. Alternatively, at Owner's discretion, Owner may purchase an Owner's protective policy or other similar policy that affords to Owner coverages and limits providing reasonably equivalent protections as Owner would have received if Contractor and Subcontractors maintained the insurance required by this Agreement. Owner's costs incurred in finding replacement insurance or an Owner's protective policy shall either be reimbursed directly by Contractor or may be offset against amounts owed by Owner to Contractor on this Project or other projects.
- I. Insurance In Excess of Requirements.** In the event Contractor or any Subcontractor(s) purchase insurance in excess of the coverages or limits required under this Agreement, such excess coverages or limits shall apply and be deemed to have been required herein and be compliant with all requirements of this Exhibit.
- J. No Waiver by Owner.** The insurance requirements under this Agreement can only be waived or modified by Owner by an express written instrument signed by Owner acknowledging the reduced coverages or

limits. No other act or omission by Owner or its agents, including but not limited to (i) implicit or verbal acceptance or approval of reduced coverages or limits or (ii) failure to require proof of compliant insurance, shall amount to Owner's waiver of the insurance requirements of this Agreement.

K. Subcontractor Insurance. All Subcontractors' insurance shall meet all insurance requirements of Contractor as provided in this Agreement, including, but not limited to, the types of insurance, extent and durations of coverages, and notice requirements, except that the limits of insurance for Subcontractors shall be no less than the following:

- (i) Workers' Compensation and Employer's Liability: same as above.
- (ii) Commercial General Liability (Occurrence Form): Combined Bodily Injury and Property Damage:
 - \$2,000,000 Each Occurrence
 - \$2,000,000 Personal and Advertising Injury
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$ 100,000 Fire Damage Legal Liability
 - \$ 10,000 Medical Expenses Per Person
- (iii) Business Auto: same as above.
- (iv) Excess/Umbrella Liability Coverage: none required.

L. Waiver of Subrogation. All of General Contractor's and all of its subcontractors' liability insurance policies, including worker's compensation, shall contain a waiver of subrogation against Owner.

M. Additional Insureds. All of General Contractor's and Subcontractors' liability insurance policies shall contain an endorsement expressly naming Owner, its affiliates, subsidiaries, directors, officers, employees and agents (including but not limited to those listed below) as Additional Insureds (as opposed to blanket endorsements) for both on-going operations and completed operations. The coverage under the additional insured endorsement shall (i) be primary and noncontributory with respect to any insurance maintained by the Additional Insureds, (ii) provide the same coverages and limits to the Additional Insured as are afforded to the Named Insured as required by this Agreement, (iii) shall provide coverage to the Additional Insureds for the products-completed operations hazard, (iv) these requirements are to be complied with for the same durations as the coverages afforded to the Named Insured as required by this Agreement, and (v) waive all rights of subrogation against the Additional Insureds. In the event that Contractor cannot comply with all of these requirements, Contractor shall obtain a Project Specific Endorsement naming Owner and its affiliates as Named Insureds on all primary and excess/umbrella policies required herein. The following additional persons or entities affiliated with Owner shall be named as Additional Insureds:

N. Cyber. Contractor and its subcontractors shall maintain throughout the term of this Agreement Professional / Technology Liability insurance and Network Security & Privacy Liability insurance covering

liabilities for first- and third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement. Such insurance shall have limits of not less than \$5,000,000.00. Such coverage shall include an extended reporting period of not less than 90 days beyond the termination date of such coverage. The coverage must be sufficient to cover all damages Contractor or its subcontractors and vendors may be obligated to pay as damages as a result of a Security Breach. For the purposes of this Section, "Security Breach" means:

- (i) the failure by the Contractor, or any of its subcontractors, to properly handle, manage, store, destroy or otherwise control, or the unauthorized disclosure by the Contractor or its subcontractors of:
 - (a) Personal information in any format, including but not limited to Protected Health Information or other personal / individual data or information regarding health, financial or other information that is generally considered private in nature; or
 - (b) third party corporate information in any format specifically identified as confidential and protected under a confidentiality agreement or similar contract; or
 - (c) any other information the release or disclosure of which may cause liabilities for first- and third-party losses resulting or arising from acts, errors, or omissions in connection with the services provided under this Agreement.
- (ii) an unintentional violation of the Contractor's privacy policy or
- (iii) any misappropriation that results in the violation of any applicable data privacy laws or regulations; or
- (iv) any other act, error, or omission by Contractor in its capacity as such which is reasonably likely to result in the unauthorized disclosure of Personal Data or loss of Confidential or Personal Information, regardless of cause (including, without limitation, Contractor's or its subcontractor's negligence and unlawful third-party acts).

The Cyber coverage must provide coverage of the following:

- (i) Wrongful acts, claims, and lawsuits anywhere in the world.
- (ii) Contractual liability coverage for the indemnity in this Agreement.
- (iii) Coverage for all damages incurred by Company or its affiliates including, defense costs, forensics investigation, public relations/crisis management costs, data breach notification costs, credit protection services, credit restoration services, regulatory investigations, civil fines and penalties, data breach mitigation services, litigation costs and settlement costs.
- (iv) Violation or infringement of any right of privacy, including breach of security and breach of security/privacy laws, rules or regulations globally, now or hereinafter constituted or amended.
- (v) Data theft, damage, or any loss of data.
- (vi) Unauthorized disclosure, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information in whatever form.
- (vii) Transmission of a computer virus or other type of malicious code.
- (viii) Participation in a denial-of-service attack on third party computer systems.
- (ix) Loss or denial of service.
- (x) Privacy regulatory defense and payment of civil fines.

- (xi) Payment of credit card provider penalties, and breach response costs (including without limitation, notification costs, forensics, credit protection services, call center services, identity theft protection services, and crisis management/public relations services).

O. Builders Risk - Contractor shall procure and pay for an All Risk Builder's Risk Policy, providing full replacement value, covering Owner, Contractor and all Subcontractors of every tier as their interests may appear. The policy shall include coverage for theft, vandalism, malicious mischief, collapse, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition and replacement occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss. The policy shall provide Flood and Earthquake coverage, cover damage from water from any source, cover materials in temporary storage or transit and provide coverage for resultant damage even if caused by faulty workmanship or defective products. The policy shall not have any co-insurance provisions. Deductibles shall be approved by Owner in writing or shall be the sole obligation of the Contractor.

END OF EXHIBIT E

CM-GC AGREEMENT – EXHIBIT G

PRICING OF CONSTRUCTION CHANGE ORDERS Lump Sum (Fixed Price) and/or Unit Price Contract

INLOW HALL RENOVATION PROJECT (the “Project”) Project No. 2019-04E-FP

It is understood that the provisions in this Exhibit “G” will govern the pricing and administration of all change order proposals to be submitted by Contractor and/or Subcontractors (all referred to as “Contractor” in this Exhibit “G”). **In the event of a conflict between the other Contract Documents used for the project, the change order pricing contract provisions in this Exhibit "G" shall govern. Any terms and conditions in the Contractor’s change order proposals, even if attached to an executed Change Order that are inconsistent with the terms and conditions of this Exhibit shall not apply.**

Contractor agrees that it will incorporate the provisions of this Exhibit "G" into all agreements with Subcontractors, who will also include this Exhibit “G” into agreements with all lower tier Subcontractors. It is understood that these change order pricing provisions apply to all types of contracts and/or subcontracts specifically including lump sum (or fixed price contracts), unit price contracts. It is further understood that these change order provisions will apply to all methods of change order pricing, specifically including lump sum change order proposals, unit price change order proposals, and cost-plus Fee change order proposals.

Whenever change order proposals to adjust the contract price become necessary, the Owner will have the right to select the method of pricing to be used by the Contractor in accordance with the pricing provisions found in this Exhibit "G". The options will be (1) lump sum change order proposal, (2) unit price change order proposal, or (3) cost plus Fee change order proposal as defined in the following provisions.

- 1.1 Lump Sum Change Order Proposals:** The Contractor will submit a properly itemized Lump Sum Change Order Proposal covering the additional work and/or the work to be deleted using the principles in 1.1 through 1.13. This proposal will be itemized for the various components of work and segregated by labor, material, and equipment based on estimated Direct Costs in a detailed format satisfactory to Owner. The Owner will require itemized change orders on all change order proposals from the Contractor and Subcontractors. Details to be submitted will include detailed line item estimates showing detailed materials quantity take-offs, material prices by item and related labor hour pricing information and extensions (by line item or by drawing as applicable.)
- 1.2 Labor:** Estimated labor costs to be included for self-performed work shall be based on the actual cost per hour paid by the Contractor for those workers or crews of workers who the contractor reasonably anticipates will perform the change order work. Estimated labor hours shall include hours only for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, non-working foremen, superintendent, project manager, etc.) is considered to be included in the Markup Percentages as outlined in paragraphs 1.6 and 1.7 of this Exhibit "G". Note: No separate allowances for warranty or safety expenses will be allowed as a direct cost of a change order. Costs attributed to warranty expenses and safety expense will be considered to be covered by the Markup Percentages as outlined in paragraphs 1.6 and 1.7 of this Exhibit "G".
- 1.3 Labor Burden:** Labor burden allowable in change orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of

union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. (An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.)

- 1.4 Material:** Estimated material change order costs shall reflect the Contractor's reasonably anticipated net actual cost for the purchase of the material needed for the change order work. Estimated material costs shall reflect cost reductions available to the Contractor due to "non-Cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e. prompt payment discounts of 1.5% or less) available on material purchased for change order work shall be credited to Owner if the Contractor is provided Owner funds in time for Contractor to take advantage of any such "cash" discounts. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.
- 1.5 Equipment:** Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than \$750). For contractor owned equipment, the "bare" equipment rental rates allowed to be used for pricing change order proposals shall be 75% of the monthly rate listed in the most current publication of The AED Green Book divided by 173 to arrive at a maximum hourly rate to be applied to the hours the equipment is used performing the change order work. Further, for contractor owned equipment the aggregate equipment rent charges for any single piece of equipment used in all change order work shall be limited to 50% of the fair market value of the piece of equipment when the first change order is priced involving usage of the piece of equipment. Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the change order work.
- 1.6 Maximum Markup Percentage Allowable on Self-Performed Work:** With respect to pricing change orders, the maximum Markup Percentage Fee to be paid to any Contractor (regardless of tier) on self-performed work shall be a single markup percentage not-to-exceed fifteen percent (15%) of the net direct cost of (1) direct labor and allowable labor burden costs applicable to the change order or extra work; (2) the net cost of material and installed equipment incorporated into the change or extra work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work.
- 1.7 Maximum Markup Percentages Allowable on Work Performed by Lower Tier Contractors:** With respect to pricing the portion of change order proposals involving work performed by lower tier contractors, the maximum Markup Percentage Fee allowable to the Contractor supervising the lower tier contractor's work shall not exceed five percent (5%) of the net of all approved change order work performed by all subcontractors combined for any particular change order proposal.
- 1.8 No Markup on Bonds and Liability Insurance Costs:** Change Order cost adjustments due increases or decreases in bond or insurance costs (if applicable) shall not be subject to any Markup Percentage Fee.

- 1.9 Direct and Indirect Costs Covered by Markup Percentages:** As a further clarification, the agreed upon Markup Percentage Fee is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the Markup Percentage Fee include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; non-working foremen, estimating, engineering; coordinating; expediting; purchasing; detailing; legal, accounting, data processing or other administrative expenses; shop drawings; permits; auto insurance and umbrella insurance; pick-up truck costs; and warranty expense costs. The cost for the use of small tools is also to be considered covered by the Markup Percentage Fee. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750.
- 1.10 Deduct Change Orders and Net Deduct Changes:** The application of the markup percentages referenced in the preceding paragraphs 1.6 and 1.7 will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined in paragraphs 1.6 and 1.7 so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.
- 1.11 Contingency:** In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated to perform the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.
- 1.12 Change Order Proposal Time and Change Directives:** The Contractor's proposals for changes in the contract amount or time shall be submitted within seven (7) calendar days of the Owner's request, unless the Owner extends such period of time due to the circumstances involved. If such proposals are not received in a timely manner, if the proposals are not acceptable to Owner, or if the changed work should be started immediately to avoid damage to the project or costly delay, the Owner may direct the Contractor in writing to proceed with the changes without waiting for the Contractor's proposal or for the formal change order to be issued. In the case of an unacceptable Contractor proposal, the Owner may direct the Contractor in writing to proceed with the changed work under section D.1.8 of the General Conditions.
- 1.13 General Liability Insurance and Bonds:** In the event the Contractor has been required to furnish comprehensive general liability insurance and/or performance and/or payment bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in comprehensive general liability insurance costs and/or net bond premium costs associated with change orders to Contractor's base contract price. Note: If a change order or a separate payment is made to reimburse the Contractor for the cost of a Performance and/or Payment Bond. The contractor will be required to remit any bond dividend or rebate that it will receive from the Surety after the successful completion of the project.
- 2.1 Unit Price Change Order Proposals:** As an alternative to Lump Sum Change Order Proposals, the Owner or the Construction Manager acting with the approval of the Owner may choose the option to use Contract Unit Prices. Agreed upon Contract Unit Prices shall be the same for added quantities and deductive quantities. Unit Prices are not required to be used for pricing change orders where other methods of pricing change order work are more equitable.

- 2.2 The Contractor will submit, within seven (7) days after receipt of the Owner's written request for a Unit Price Proposal, a written Unit Price proposal itemizing the quantities of each item of work for which there is an applicable Contract Unit Price. The quantities must be itemized in relation to each specific contract drawing.
- 2.3 Contract Unit Prices will be applied to net differences of quantities of the same item. Such Contract Unit Prices will be considered to cover all direct and indirect costs of furnishing and installing the item including the subcontractor's Markup Percentage Fee.
- 3.1 **Cost-Plus Change Order Proposals:** As an alternative to either Lump Sum Change Order Proposals or Unit Price Change Order Proposals, the Owner may elect to have any extra work performed on a cost-plus markup percentage fee basis. Upon written notice to proceed indicating the Owner's election to proceed under this method, the Contractor shall perform such authorized extra work at actual cost for direct labor (working foremen, journeymen, apprentices, helpers, etc.), actual cost of labor burden, actual cost of material used to perform the extra work, and actual cost of rental of major equipment (without any charge for administration, clerical expense, general supervision or superintendent of any nature whatsoever, including general foremen, or the cost or rental of small tools, minor equipment, or plant) plus the approved Markup Percentage Fee. The intent of this clause is to define allowable cost-plus chargeable costs to be the same as those allowable when pricing Lump Sum Change Proposals as outlined in subparagraphs 1.1 through 1.13 above. Owner and Contractor may agree in advance in writing on a maximum price for this work and Owner shall not be liable for any charge in excess of the maximum. Daily time sheets with names of all Contractor's employees working on the project will be required to be submitted to the Owner for both labor and equipment used by the Contractor for time periods during which extra work is performed on a cost-plus fee basis. Daily time sheets will break down the paid hours worked by the Contractor's employees showing both base contract work as well as extra work performed by each employee.
- 4.1 **Accurate Change Order Pricing Information:** Contractor (and Subcontractors) agrees that it is responsible for submitting accurate cost and pricing data to support its Lump Sum Change and/or Cost Plus Change Order Proposals or other contract price adjustments under the contract. Contractor further agrees to submit change order proposals with cost and pricing data which is accurate, complete, current, and in accordance with the terms of the contract with respect to pricing of change orders. Contractor agrees that any "buy-out savings" on change orders shall accrue 100% to Owner. "Buy-out savings" are defined as any savings negotiated by the Contractor with a subcontractor or a material supplier after receiving approval of a change order amount that was designated to be paid to a specific subcontractor or supplier for the approved change order work.
- 4.2 **Right to Verify Change Order Pricing Information:** Contractor, subcontractor and sub-sub-contractor agrees that any designated Owner's representative will have the right to examine (copy or scan) the records of the Contractor and/or a Subcontractor's records (during the contract period and up to three years after final payment is made on the contract) to verify the accuracy and appropriateness of the pricing data used to price all change order proposals and/or claims. Contractor agrees that if the Owner determines the cost and pricing data submitted (whether approved or not) was inaccurate, incomplete, not current, or not in compliance with the terms of the contract regarding pricing of change orders, an appropriate Contract Price adjustment will be made. Such post-approval Contract Price adjustments will apply to all levels of Contractors and/or Subcontractors and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.

- 4.3 Requirements for Detailed Change Order Pricing Information:** Contractor, agrees to provide and require all Subcontractors to provide a breakdown of allowable labor and labor burden cost information as outlined in this Exhibit "G" as part of the Owners Contract Change Order review. This information will be used to evaluate the potential cost of labor and labor burden related to change order work. It is intended that this information represent an accurate estimate of the Contractor's actual labor and labor burden cost components. This information is not intended to establish fixed billing or change order pricing labor rates. However, at the time change orders are priced, the submitted cost data for labor rates may be used to price change order work. The accuracy of any such agreed upon labor cost components used to price change orders will be subject to later audit. Approved change order amounts may be adjusted later to correct the impact of inaccurate labor cost components if the agreed upon labor cost components are determined to be inaccurate.
- 5.1 Discounts:** If a Contractor enters into an agreement to pay a Subcontractor before the Contractor receives payment from the Owner and in return the Contractor negotiates an early payment discount, the amount of any such discount that the contractor is allowed to keep as a "cash discount earned" will be limited to 1 and ½ percent (1.5%) of the costs subject to discount. Any percentage of discount greater than 1 and ½ percent (1.5%) shall be credited to the Owner as a reduction to the reimbursable Cost of Work and a credit to trade contracts or material purchases, and change orders as applicable.

END OF EXHIBIT G