

applicable laws, and Construction Manager shall Hold Harmless Owner against any expenses, liabilities, damages and costs (including clean-up costs, attorneys' fees, court cost, fines and penalties) arising from same.

4.11.2 In accordance with the OSHA Hazard Communication Standard (29CFR 1910.1200), Construction Manager shall provide, for any Work which involves the use of chemicals for which a Material Safety Data Sheet (MSDS) has been prepared, copies of said MSDS for distribution to the appropriate persons.

4.11.3 Contractors wishing to review the MSDS's for any hazardous materials their employees may be exposed to at the Site may contact Lowndes County for copies of any MSDS's specific to the area where the work is being conducted.

4.11.4 If required by the Contract Documents, Construction Manager shall supply all labor, material, equipment, contractors, testing and monitoring to cause to be removed from the Site or otherwise disposed of in a manner permitting the timely completion of the Project, all Hazardous Wastes, asbestos, contaminated soil and water or similar materials, in each case in compliance with all applicable laws, rules and regulations. Unless specifically provided in the Contract Documents, Owner shall have no responsibility for the testing, removal, handling or disposal of such materials.

4.11.5 Upon Substantial Completion by a Subcontractor of any Subcontract, Construction Manager shall require the Subcontractor to remove from the Project and Site all temporary systems, tools, equipment, machinery and surplus materials not required for the continued performance of any Work by the Subcontractor. Upon Substantial Completion of the Project, Construction Manager shall, to the extent applicable, remove all wastes and rubbish, clean all tile and glass surfaces, replace broken glass, remove stains, paint spots, and clean and polish all plumbing fixtures and equipment, leave the Work "vacuum clean," and restore existing facilities such as roads, other paved surfaces, fencing, curbing and the like at the Site to at least their pre-construction conditions; provided, however, Construction Manager may, in an orderly fashion, leave such equipment and supplies at the Site as necessary to achieve Final Completion of the Project.

4.12 Royalties and Patents. Construction Manager shall pay all royalties and license fees for materials, methods and systems incorporated in the Work. Construction Manager shall defend and Hold Harmless Owner from all suits or claims for infringement of any patent, copyright, or other similar protections or rights.

4.13 Warranties and Correction of Work.

4.13.1 Construction Manager warrants jointly and severally to Owner that all materials and equipment furnished under this Agreement will be of good quality, will be new unless otherwise required or permitted by the Contract Documents, and that the Work will be free from defects and in accordance with the Construction Documents. Without limiting the foregoing, Construction Manager agrees to correct all defects in materials or workmanship in the Work that appear within a period of one (1) year from the date of Final Completion of the Project, or for such longer periods of time as may be set forth with respect to specific warranties contained in the Specifications. Construction Manager shall correct all further defects that appear in Work that is repaired or replaced pursuant to this Paragraph 4.13.1 within one (1) year after such repair or replacement is completed.

4.13.2 Owner shall provide Construction Manager with a Notice, within a reasonable time after Owner learns of any failure, defect, or damage that is the subject of the warranty contained in this Paragraph 4.13. Delay in providing such Notice shall affect Construction Manager's obligations only to the extent that such failure materially and substantially prejudices Construction Manager.

4.13.3 If Construction Manager fails to remedy any failure, defect, or damage which is the subject of a warranty contained in this Paragraph 4.13, promptly upon receipt of Notice, Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage, all at Construction Manager's expense.