

4.13.4 With respect to warranties from Subcontractors, manufacturers, or Suppliers of the Work and materials furnished under this Agreement, Construction Manager shall:

- .1 Obtain all warranties to which Owner or Construction Manager is entitled from such parties according to the Contract Documents and the Subcontracts and agreements with Suppliers;
- .2 Require all such warranties to be executed, in writing, for the benefit of Construction Manager and Owner; provided that Owner agrees to assign or license its rights under such warranties to Construction Manager if necessary and if requested by Construction Manager to fulfill Construction Manager's obligations hereunder;
- .3 Within the one (1) year warranty period contemplated by this Paragraph 4.13, enforce all such warranties for the benefit of Owner according to this Paragraph 4.13; and
- .4 Provide copies of all warranties to Owner at the time the Project is Substantially Complete.

4.13.5 In the event Construction Manager's warranty under Paragraph 4.13 has expired, Owner may bring suit at its expense to enforce a Subcontractor's, manufacturer's, or Supplier's warranty.

4.13.6 Establishment of the time period of one (1) year as described in Paragraph 4.13.1 relates only to the specific obligation of Construction Manager to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Construction Manager's liability with respect to its obligations other than specifically to correct the Work. Nothing contained in this Paragraph 4.13 shall be construed to establish a period of limitation with respect to other obligations which Construction Manager has under the Contract Documents or applicable law.

ARTICLE 5

OWNER'S RESPONSIBILITIES

5.1 Owner shall make its authorized representative available to communicate with Construction Manager during business hours and at other reasonable times, either on Site or by electronic mail, telephone, telefax or otherwise.

5.2 Owner shall afford Construction Manager access to the Site in a timely fashion, and shall, except as otherwise provided in the Contract Documents, pay all impact fees, if any, associated with the construction of the Project.

5.3 Owner shall assist Construction Manager in securing necessary approvals and other rights or permits required for use or occupancy of structures or facilities contemplated by the Contract Documents.

5.4 If Owner observes a condition and is aware that such condition constitutes a fault or defect under the Contract Documents, Owner shall give prompt written notice thereof to Construction Manager; provided, however, Owner has no duty to Construction Manager to discover such faults or defects and its failure to do so does not excuse Construction Manager from its obligations under this Agreement.

5.5 Owner shall not direct the Work of any Subcontractor or Supplier except through Construction Manager.

5.6 Owner shall, upon request by Construction Manager, confer with Construction Manager regarding this Agreement, Construction Manager's performance hereunder, the requirements of any Contract or Construction