

1. The portion of the Application for Payment seeking reimbursement for Costs of the Work includes only Costs of the Work properly made or incurred and necessary for the Project in accordance with the Contract Documents;

2. The amount set forth in the Application for Payment represents the amount due and payable for the Costs of the Work incurred and Construction Manager's Fee for the construction of the Project and such payment is not being requested in advance and is in accordance with the terms of this Agreement;

3. No part of the Costs of the Work included in the Application in question were included within an Application for Payment previously submitted to Owner;

4. All of the Costs of the Work paid to Construction Manager to the date thereof, including those sought in the Application in question, are costs incurred under Paragraph 10.2 for the construction of the Project;

5. Construction Manager has no notice of any vendor's, suppliers' or other similar liens or rights to liens, chattel mortgages or conditional sales contracts pertaining to the Work covered by the subject Application for Payment;

6. The Construction Manager has supervised and inspected the Work and to the best of Construction Manager's knowledge, and to the extent the Application for Payment seeks reimbursement for costs incurred for labor, services, material, supplies or equipment in connection with the construction of the Project, such labor and services have been properly performed in good and workmanlike manner in accordance with the Contract Documents and such material, supplies and equipment have actually been used in or about the construction, or are stored on or off Site and for that purpose, in each case in conformity with the Contract Documents;

7. That Construction Manager waives all claims against Owner for extension of the Substantial Completion Date or Final Completion Date, or for adjustments to the Guaranteed Maximum Price based on events or circumstances existing or occurring before the date of the Application for Payment in question, except as specifically stated in the Application for Payment or in a Notice given in accordance with this Agreement.

11.1.3 Provided a proper Application for Payment is received by the Owner not less than the twenty-fifth day of a month, by the tenth (10th) day of the following month Owner shall (1) notify Construction Manager in writing of any reasons for withholding payment of all or any part of same; and (2) pay Construction Manager any undisputed amount requested in the Application for Payment, including Construction Manager's Fee, less retainage as applicable. Progress payments of Construction Manager's Fee, less retainage, shall be paid on a monthly basis in an amount proportionate to the ratio of the Cost of the Work incurred during the preceding pay period to the total estimated Cost of the Work included in the GMP. Owner may withhold payments otherwise due Construction Manager on account of the grounds specified under Paragraph 11.10.1, breach or default under the Contract Documents, or any conduct or circumstances affording grounds for termination under Article 15.

11.1.4 Under no circumstances shall an Application for Payment constitute Notice of a Claim under Article 17. Should Owner fail to pay Construction Manager any amount that is due hereunder by the required payment date, Construction Manager shall provide Owner Notice of non-payment, and may immediately invoke the Disputes Clause.

11.1.5 Payments owed but unpaid by Owner to Construction Manager, or by Construction Manager to Owner, shall bear interest at one percent (1%) per month (12% per annum).