

ARTICLE 14

INDEMNITY AND EXCULPATION

14.1 Indemnity. Construction Manager shall defend, indemnify and Hold Harmless Owner, Architect and their agents and employees from and against all claims, disputes, damages, losses, costs and expenses (including attorneys' fees, litigation expenses and expert fees) arising out of, or resulting from, Construction Manager's negligent acts or omissions or breach of its obligations under the Contract Documents. Construction Manager shall further assume all liability for and shall indemnify and Hold Harmless Owner, Architect, and their employees from all damages and liability for injury to any person or persons, and injury to or destruction of any property, including the loss of use thereof, by reason of an accident or occurrence arising from operations under the Agreement, whether such operations be by Construction Manager or by any Subcontractor or by anyone directly or indirectly employed by either one of them, occurring on or about the Site, or the ways and means immediately adjacent, before the Project is Accepted by Owner, and shall also assume the liability for injury and or damages to adjacent or neighboring property by reason of Work done under the Agreement.

14.2 Exculpation. Without waiving any of their rights under this Agreement, Construction Manager and Owner agree that the officers, principals, agents, trustees, directors, partners, shareholders, representatives, joint venturers, or employees of Construction Manager, Owner, and Architect shall have no personal liability with respect to any of the obligations set forth in this Agreement.

ARTICLE 15

TERMINATION

15.1 Termination by Construction Manager. If the Project, in whole or substantial part, is stopped for a period of sixty (60) consecutive days under an order of any Court or other public authority having jurisdiction, or as the direct result of an act of Owner that is not authorized by the Contract Documents and is not due to any act of fault of Construction Manager, or due to a declaration of a national emergency or other cause beyond the Construction Manager's control that makes materials unavailable, then Construction Manager may, upon seven (7) days' Notice to Owner, terminate this Agreement and shall be entitled to payment by Owner of all unpaid Costs of the Work due under Article 10, progress payments on Construction Manager's Fee to date, and Construction Manager's reasonable direct costs of demobilization.

15.2 Owner's Right to Perform Construction Manager's Obligations and Termination by Owner for Cause.

15.2.1 If Construction Manager fails to perform any of its obligations under the Contract Documents, Owner may, after seven (7) days' Notice, during which period Construction Manager fails to undertake good faith and diligent efforts to perform such obligation, make good such deficiencies. The Guaranteed Maximum Price shall be reduced by the cost to Owner of making good such deficiencies, including but not limited to the cost of any consultant or professional services associated therewith.

15.2.2 If Construction Manager is adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, to supply enough properly skilled workmen or proper materials, or if it fails to make proper payment to Subcontractors or Suppliers for materials or labor, or persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial breach of a provision of the Contract Documents, then Owner may, without prejudice to any right or remedy and after giving Construction Manager and its surety, seven (7) days' Notice, during which period Construction Manager fails to undertake good faith and diligent efforts to cure the breach, terminate this Agreement and the Contract Documents, and take