

**§ 3.1.4.3** The Architect shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 3.1.4.4** During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

### **§ 3.2 Owner's Designated Representative**

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of Modified A201–2007, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. The Owner's representative has only such authority as granted by the Commissioners' Court of the Owner.

**§ 3.2.1 Legal Requirements.** The Owner shall furnish such legal, insurance and accounting services, including auditing services, as it may determine are reasonably necessary at any time for the Project to meet the Owner's needs and interests.

### **§ 3.3 Architect**

The Owner has retained an Architect to provide services, duties, and responsibilities as described in the agreement between the Owner and Architect. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Architect. Owner reserves the right to change the Architect at any time or to modify the terms of its contractual agreement with the Architect. Owner shall give Construction Manager reasonably timely notice of any termination or replacement of the Architect and of any material changes in its contractual agreement with the Architect that bears on the Work hereunder or the responsibilities or liabilities of the Construction Manager arising under this Agreement

### **§ 3.4 Program Manager**

The Owner has retained a Program Manager to provide services, duties, and responsibilities as described in the agreement between the Owner and Program Manager. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and the Program Manager. Owner reserves the right to change the Program at any time, to modify the terms of its contractual agreement with the Program Manager or to terminate the Program Manager, with or without a replacement. Owner shall give Construction Manager reasonably timely notice of any termination or replacement of the Program Manager and of any material changes in its contractual agreement with the Program Manager that bears on the Work hereunder or the responsibilities or liabilities of the Construction Manager arising under this Agreement

## **ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES**

### **§ 4.1 Compensation**

**§ 4.1.1** For the Construction Manager's Preconstruction Phase services, the Owner shall compensate the Construction Manager as follows:

**§ 4.1.2** For the Construction Manager's Preconstruction Phase services described in Sections 2.1 and 2.2:  
*(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)*

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**§ 4.1.3 Omitted.**

**§ 4.1.4** Compensation based on Direct Personnel Expense, if any, includes the direct salaries of the Construction Manager's personnel providing Preconstruction Phase services on the Project and the Construction Manager's costs for the mandatory and customary contributions and benefits related thereto, such as employment taxes and other