



AIA[®] Document A141[™] – 2004 Exhibit B

Determination of the Cost of the Work

for the following PROJECT:

(Name and location or address)

University of Minnesota Project Name:
University of Minnesota Project No.:

Design and construction of

THE OWNER:

(Name and address)

Regents of the University of Minnesota
400 Donhowe Building
319 15th Avenue Southeast
Minneapolis, MN 55455

THE DESIGN-BUILDER:

(Name and address)

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE B.1 Intentionally Deleted

(Paragraphs deleted)

ARTICLE B.2 COSTS TO BE REIMBURSED

§ B.2.1 COST OF THE WORK

The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. Such costs shall be at rates not higher than those incorporated in the Final GMP Proposal or, if not stated in the Final GMP Proposal, fair market rates at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in this Article B.2.

§ B.2.2 LABOR COSTS

§ B.2.2.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's approval, at off-site locations provided the Design-Builder has authority to perform the Work with its own forces pursuant to Article A.5 of Exhibit A, Terms and Conditions.

§ B.2.2.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site with the Owner's written approval.

§ B.2.2.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work, and only to the extent disclosed and approved in the Final GMP or otherwise approved in writing in advance by the Owner.

§ B.2.2.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections B.2.2.1 through B.2.2.3, and provided further such costs, including labor burden, are included in the hourly rates included in the Final GMP Proposal.

§ B.2.3 CONTRACT COSTS

§ B.2.3.1 Payments made by the Design-Builder to Contractors in accordance with the requirements of their contracts and this Design-Build Contract.

§ B.2.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

§ B.2.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ B.2.4.2 Costs of materials described in the preceding Section B.2.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ B.2.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ B.2.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Design-Builder at the site and fully consumed in the performance of the Work (including fuel consumed on site by

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equipment and vehicles); and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Design-Builder, provided that before the Design-Builder sells or retains such items, it must first offer to sell the same to the Owner at the salvage value the Design-Builder would charge to itself. The basis for the cost of items previously used by the Design-Builder shall mean the fair market value. Equipment delivery and yard costs will be based on equipment delivered from the yard to the site and back.

§ B.2.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior approval and shall in no event exceed 75% of the rates for such rentals listed in the most current edition of the rental blue book for construction equipment published by the equipment guidebook company. Equipment rental rates must be based on monthly rental rates (not daily or weekly), prorated for the period of actual use. Charges for furnishing and equipping the site office (tables, chairs, plan racks, desks) will be included in the Guaranteed Maximum Price proposal, as a one-time charge based on fair rental value or other measure reasonably acceptable to the Owner and the Design-Builder.

§ B.2.5.3 Costs of removal of debris from the site.

§ B.2.5.4 Cost of document reproductions, long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. Charges for mobile telephone use will be reimbursed only for actual expenses incurred for airtime applicable to the Project.

§ B.2.5.5 That portion of the reasonable expenses of the Design-Builder's personnel incurred with the advance written consent of the Owner while traveling outside the seven-county Minneapolis/St. Paul metropolitan area in discharge of duties connected with the Work and in accordance with the Owner's travel reimbursement policies, as posted at <http://travel.umn.edu/polandpro.php>.

§ B.2.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the Owner in writing.

§ B.2.6 DESIGN AND OTHER CONSULTING SERVICES

§ B.2.6.1 Compensation, including fees and reimbursable expenses, paid by the Design-Builder for design and other consulting services required by the Design-Build Documents .

§ B.2.7 MISCELLANEOUS COSTS

§ B.2.7.1 That portion of insurance and bond premiums that can be directly attributed to this Design-Build Contract.

§ B.2.7.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work.

§ B.2.7.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.

§ B.2.7.4 Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or non-conforming Work for which reimbursement is excluded by Section A.13.5.3 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.13.5.3.

§ B.2.7.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents.

§ B.2.7.6 Data processing costs related to the Work.

§ B.2.7.7 Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility to the Owner as set forth in the Design-Build Documents.

§ B.2.7.8 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder in the performance of the Work and with the Owner's prior written approval, which approval shall not be unreasonably withheld.

§ B.2.7.9 Intentionally Deleted.

§ B.2.8 OTHER COSTS AND EMERGENCIES

§ B.2.8.1 Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

§ B.2.8.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in Section A.10.6 of Exhibit A, Terms and Conditions.

§ B.2.8.3 Cost of repairing or correcting damaged or non-conforming Work executed by the Design-Builder, Contractors, Subcontractors or suppliers, except to the extent (1) that such damaged or non-conforming Work was caused by negligence or failure to perform of the Design-Builder, or (2) the cost of repair or correction is not recoverable by the Design-Builder from another source, including insurance, sureties, Contractors, Subcontractors or suppliers.

ARTICLE B.3 COSTS NOT TO BE REIMBURSED

§ B.3.1 The Cost of the Work shall not include:

§ B.3.1.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Sections B.2.2.2 and B.2.2.3.

§ B.3.1.2 Expenses of the Design-Builder's principal office and offices other than the site office.

§ B.3.1.3 Overhead and general expenses, including goodwill gifts, employee bonuses, meals, medical expenses and reimbursements, including without limitation accounting and data processing fees, and computer charges for any location, including the site office and principal office, except as may be expressly included in Article B.2 of this Exhibit.

§ B.3.1.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work.

§ B.3.1.5 Rental costs of machinery and equipment, except as specifically provided in Section B.2.5.2.

§ B.3.1.6 Except as provided in Section B.2.8.3 of this Agreement, costs due to the negligence or failure of the Design-Builder to fulfill a specific responsibility of the Design-Builder, Contractors, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

§ B.3.1.7 Any cost not specifically and expressly described in Article B.2, Costs to be Reimbursed.

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§ B.3.1.8 Costs resulting from theft or vandalism of items that are not part of the Work or which are not directly related to the Project.

§ B.3.1.9 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ B.3.1.10 Legal, mediation, or arbitration costs, however incurred.

§ B.3.1.11 Amounts the Design-Build Contract Documents specifically require the Design-Builder to pay, including deductible amounts payable by the Design-Builder under the Owner's All Risk Policy or any policy of insurance the Design-Builder is required to provide.

§ B.3.1.12 Costs resulting from theft or vandalism of items that are not part of the Work.

§ B.3.1.13 Rental or lease payments, expenses or allowances related to vehicles for individuals, including the foremen, superintendent, and project managers, other than mileage reimbursement for travel in furtherance of the Work.

§ B.3.1.14 Drug testing for new hires or current employees, incentive or bonus programs (including safety), EEO and targeted business compliance staff, safety training or seminars.

§ B.3.1.15 Equipment repair, maintenance or re-calibration costs.

§ B.3.1.16 Off-site file storage.

§ B.3.1.17 Management of warranty work.

ARTICLE B.4 DISCOUNTS, REBATES AND REFUNDS

§ B.4.1 The Design-Builder shall use reasonable efforts to advise the Owner of the availability of the cash discounts in time to allow the Owner to provide payment to qualify for such cash discounts. Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner unless the Owner fails to provide Design-Builder with payment in time to qualify for the cash discount after timely notice from the Design-Builder of the availability of the cash discount. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured.

§ B.4.2 Amounts that accrue to the Owner in accordance with the provisions of Section B.4.1 shall be credited to the Owner as a deduction from the Cost of Work.

ARTICLE B.5 CONTRACTS AND OTHER AGREEMENTS OTHER THAN FOR DESIGN PROFESSIONALS HIRED BY THE DESIGN-BUILDER

(Paragraph deleted)

§ B.5.1 The Design-Builder will perform the Work through its own forces or through Contractors, as determined by the Owner pursuant to Article 5 of Exhibit A, Terms and Conditions.

§ B.5.2 Contracts or other agreements between the Design-Builder and Contractors or Subcontractors shall be awarded pursuant to Article 5 of Exhibit A, Terms and Conditions, shall conform to the applicable payment provisions of this Design-Build Contract, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written consent.

ARTICLE B.6 ACCOUNTING RECORDS

§ B.6.1 The Design-Builder shall comply with Article A.23.

§ B.6.2 When the Design-Builder believes that all the Work required by the Agreement has been fully performed, the Design-Builder shall deliver to the Owner a final accounting of the Cost of the Work.

§ B.6.3 The Owner's will review and report in writing on the Design-Builder's final accounting within 21 days after delivery of the final accounting. Based upon such Cost of the Work as the Owner reports to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section A.9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's accountants, notify the Design-Builder in writing of the Owner's intention to make final payment or to withhold final payment.

§ B.6.4 If the Owner reports the Cost of the Work as substantiated by the Design-Builder's final accounting to be less than claimed by the Design-Builder, the Design-Builder shall be entitled to initiate resolution of the dispute pursuant to Article 6 of the Agreement and Article A.4 of Exhibit A, Terms and Conditions, for the disputed amount. If the Design-Builder fails to so initiate resolution of the dispute within the period of time required by Section A.4.1.2 of Exhibit A, Terms and Conditions, the substantiated amount reported by the Owner's accountants shall become binding on the Design-Builder. Pending a final resolution pursuant to Article 6 of the Agreement and Article A.4 of Exhibit A, Terms and Conditions, the Owner shall pay the Design-Builder the amount, if any, determined by the Owner to be due the Design-Builder.

§ B.6.5 If, subsequent to final payment and at the Owner's request, the Design-Builder incurs costs in connection with the correction of defective or non-conforming work as described in Article B.2, Costs to be Reimbursed, and not excluded by Article B.3, Costs Not to be Reimbursed, the Owner shall reimburse the Design-Builder such costs and the Design-Builder's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any.

Additions and Deletions Report for **AIA[®] Document A141[™] – 2004 Exhibit B**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:30:30 on 06/09/2008.

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University of Minnesota Project Name:
University of Minnesota Project No.:

Design and construction of

(Name and address)

Regents of the University of Minnesota
400 Donhowe Building
319 15th Avenue Southeast
Minneapolis, MN 55455

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ARTICLE B.1 Intentionally Deleted

ARTICLE B.1 CONTROL ESTIMATE

~~§ B.1.1 Where the Contract Sum is the Cost of the Work, plus the Design Builder's Fee without a Guaranteed Maximum Price pursuant to Section 4.3 of the Agreement, the Design Builder shall prepare and submit to the Owner prior to the Design Builder's first Application for Payment, in writing, a Control Estimate. The Control Estimate shall include the estimated Cost of the Work plus the Design Builder's Fee. The Control Estimate shall be used to monitor actual costs.~~

~~§ B.1.2 The Control Estimate shall include:~~

- ~~1 the documents enumerated in Article 8 of the Agreement, including all Addenda thereto and the Terms and Conditions of the Contract;~~
- ~~2 a statement of the estimated Cost of the Work showing separately the compensation for design services, construction costs organized by trade categories or systems and the Design Builder's Fee; and~~
- ~~3 contingencies for further development of design and construction.~~

~~§ B.1.3 The Design Builder shall meet with the Owner to review the Control Estimate. In the event that the Owner discovers any inconsistencies or inaccuracies in the information presented, it shall promptly notify the Design Builder, who shall make appropriate adjustments to the Control Estimate. When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge its acceptance in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

~~§ B.1.4 The Design Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Design Builder's first Application for Payment and shall be revised monthly or at other intervals as mutually agreed.~~

ARTICLE B.2 COSTS TO BE REIMBURSED

...

The term Cost of the Work shall mean costs necessarily incurred by the Design-Builder in the proper performance of the Work. Such costs shall be at rates not higher than ~~the standard paid~~ those incorporated in the Final GMP Proposal or, if not stated in the Final GMP Proposal, fair market rates at the place of the Project except with prior written consent of the Owner. The Cost of the Work shall include only the items set forth in this Article B.2.

...

§ B.2.2.1 Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's approval, at off-site ~~locations~~ locations provided the Design-Builder has authority to perform the Work with its own forces pursuant to Article A.5 of Exhibit A, Terms and Conditions.

§ B.2.2.2 Wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site with the Owner's written approval.

§ B.2.2.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the ~~Work~~ Work, and only to the extent disclosed and approved in the Final GMP or otherwise approved in writing in advance by the Owner.

§ B.2.2.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for

personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections B.2.2.1 through ~~B.2.2.3~~ B.2.2.3, and provided further such costs, including labor burden, are included in the hourly rates included in the Final GMP Proposal.

...

§ B.2.3.1 Payments made by the Design-Builder to Contractors in accordance with the requirements of their ~~contracts~~ contracts and this Design-Build Contract.

§ B.2.4
COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

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§ B.2.5
COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

§ B.2.5.1 Costs, including transportation and storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers, that are provided by the Design-Builder at the site and fully consumed in the performance of the ~~Work~~ Work (including fuel consumed on site by equipment and vehicles); and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the ~~Design-Builder~~ the Design-Builder, provided that before the Design-Builder sells or retains such items, it must first offer to sell the same to the Owner at the salvage value the Design-Builder would charge to itself. The basis for the cost of items previously used by the Design-Builder shall mean the fair market value. Equipment delivery and yard costs will be based on equipment delivered from the yard to the site and back.

§ B.2.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site, whether rented from the Design-Builder or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the Owner's prior ~~approval~~ approval and shall in no event exceed 75% of the rates for such rentals listed in the most current edition of the rental blue book for construction equipment published by the equipment guidebook company. Equipment rental rates must be based on monthly rental rates (not daily or weekly), prorated for the period of actual use. Charges for furnishing and equipping the site office (tables, chairs, plan racks, desks) will be included in the Guaranteed Maximum Price proposal, as a one-time charge based on fair rental value or other measure reasonably acceptable to the Owner and the Design-Builder.

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§ B.2.5.4 Cost of document reproductions, ~~facsimile transmissions and~~ long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. Charges for mobile telephone use will be reimbursed only for actual expenses incurred for airtime applicable to the Project.

§ B.2.5.5 That portion of the reasonable expenses of the Design-Builder's personnel incurred with the advance written consent of the Owner while traveling outside the seven-county Minneapolis/St. Paul metropolitan area in discharge of duties connected with the ~~Work~~ Work and

in accordance with the Owner's travel reimbursement policies, as posted at <http://travel.umn.edu/polandpro.php>.

§ B.2.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the ~~Owner~~ Owner in writing.

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§ B.2.7.5 Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the last sentence of Section A.3.16.1 of Exhibit A, Terms and Conditions, or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.Documents.

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§ B.2.7.9 Expenses incurred in accordance with the Design-Builder's standard personnel policy for relocation and temporary living allowances of personnel required for the Work, if approved by the Owner.Intentionally Deleted.

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§ B.2.8.3 Cost of repairing or correcting damaged or non-conforming Work executed by the Design-Builder, Contractors, Subcontractors or suppliers, ~~provided except to the extent (1) that such damaged or non-conforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the~~ perform of the Design-Builder, or (2) the cost of repair or correction is not recoverable by the Design-Builder from another source, including insurance, sureties, Contractors, Subcontractors or suppliers.

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§ B.3.1.3 Overhead and general expenses, including goodwill gifts, employee bonuses, meals, medical expenses and reimbursements, including without limitation accounting and data processing fees, and computer charges for any location, including the site office and principal office, except as may be expressly included in Article B.2 of this Exhibit.

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§ B.3.1.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price, if any, to be exceeded.Costs resulting from theft or vandalism of items that are not part of the Work or which are not directly related to the Project.

§ B.3.1.9 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ B.3.1.10 Legal, mediation, or arbitration costs, however incurred.

§ B.3.1.11 Amounts the Design-Build Contract Documents specifically require the Design-Builder to pay, including deductible amounts payable by the Design-Builder under the Owner's All Risk Policy or any policy of insurance the Design-Builder is required to provide.

§ B.3.1.12 Costs resulting from theft or vandalism of items that are not part of the Work.

§ B.3.1.13 Rental or lease payments, expenses or allowances related to vehicles for individuals, including the foremen, superintendent, and project managers, other than mileage reimbursement for travel in furtherance of the Work.

§ B.3.1.14 Drug testing for new hires or current employees, incentive or bonus programs (including safety), EEO and targeted business compliance staff, safety training or seminars.

§ B.3.1.15 Equipment repair, maintenance or re-calibration costs.

§ B.3.1.16 Off-site file storage.

§ B.3.1.17 Management of warranty work.

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§ B.4.1 The Design-Builder shall use reasonable efforts to advise the Owner of the availability of the cash discounts in time to allow the Owner to provide payment to qualify for such cash discounts. Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder, unless the Owner fails to provide Design-Builder with payment in time to qualify for the cash discount after timely notice from the Design-Builder of the availability of the cash discount. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be secured.

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ARTICLE B.5 CONTRACTS AND OTHER AGREEMENTS OTHER THAN FOR DESIGN PROFESSIONALS HIRED BY THE DESIGN-BUILDER

ARTICLE B.5 CONTRACTS AND OTHER AGREEMENTS OTHER THAN FOR DESIGN PROFESSIONALS HIRED BY THE DESIGN-BUILDER

§ B.5.1 Those portions of the Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed by others under contracts or by other appropriate agreements with the Design-Builder. The Owner may designate specific persons or entities from whom the Design-Builder shall obtain bids. The Design-Builder shall obtain bids from Contractors and from suppliers of materials or equipment fabricated especially for the Work and shall deliver such bids to the Owner. The Owner shall then determine which bids will be accepted. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection. The Design-Builder will perform the Work through its own forces or through Contractors, as determined by the Owner pursuant to Article 5 of Exhibit A, Terms and Conditions.

§ B.5.2 Contracts or other agreements between the Design-Builder and Contractors or Subcontractors shall be awarded pursuant to Article 5 of Exhibit A, Terms and Conditions, shall conform to the applicable payment provisions of this Design-Build Contract, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written consent.

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§ B.6.1 The Design-Builder or any affiliated person or entity which performs a portion of the Work shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement, and the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records, books, correspondence, instructions, receipts, contracts, purchase orders, vouchers, memoranda and other data relating to this Agreement, and the Design-Builder shall preserve these for a period of three years after final payment, or for such longer period as may be required by law, shall comply with Article A.23.

§ B.6.2 When the Design-Builder believes that all the Work required by the Agreement has been fully performed, the Design-Builder shall deliver to the ~~Owner's accountant~~ Owner a final accounting of the Cost of the Work.

§ B.6.3 The Owner's ~~accountants~~ will review and report in writing on the Design-Builder's final accounting within 21 days after delivery of the final accounting. Based upon such Cost of the Work as the ~~Owner's accountants report~~ Owner reports to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section A.9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's accountants, notify the Design-Builder in writing of the Owner's intention to make final payment or to withhold final payment.

§ B.6.4 If the ~~Owner's accountants report~~ Owner reports the Cost of the Work as substantiated by the Design-Builder's final accounting to be less than claimed by the Design-Builder, the Design-Builder shall be entitled to initiate resolution of the dispute pursuant to Article 6 of the Agreement and Article A.4 of Exhibit A, Terms and Conditions, for the disputed amount. If the Design-Builder fails to so initiate resolution of the dispute within the period of time required by Section A.4.1.2 of Exhibit A, Terms and Conditions, the substantiated amount reported by the Owner's accountants shall become binding on the Design-Builder. Pending a final resolution pursuant to Article 6 of the Agreement and Article A.4 of Exhibit A, Terms and Conditions, the Owner shall pay the Design-Builder the amount, if any, determined by the ~~Owner's accountant~~ Owner to be due the Design-Builder.

§ B.6.5 If, subsequent to final payment and at the Owner's request, the Design-Builder incurs costs in connection with the correction of defective or non-conforming work as described in Article B.2, Costs to be Reimbursed, and not excluded by Article B.3, Costs Not to be Reimbursed, the Owner shall reimburse the Design-Builder such costs and the Design-Builder's Fee applicable thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price, if any. ~~If the Design-Builder has participated in savings as provided in Section 4.4.3.1 of the Agreement, the amount of such savings shall be recalculated and appropriate credit given to the Owner in determining the net amount to be paid by the Owner to the Design-Builder.~~