

ARTICLE 5

COST OF THE WORK AND GUARANTEED MAXIMUM COST

- 5.1 The Owner agrees to reimburse the Contractor for the Cost of the Work as defined in Article 8. Such reimbursement shall be in addition to the Contractor's Fee stipulated in Article 6.
- 5.2 The maximum cost to the Owner, including the Cost of the Work and the Contractor's Fee, is guaranteed not to exceed the sum of **THREE HUNDRED NINETY THREE THOUSAND** dollars **\$ 393,000.00**; such Guaranteed Maximum Cost shall be increased or decreased for Changes in the Work as provided in Article 7.

(Here insert any provision for distribution of any savings. Delete Paragraph 5.2 if there is no Guaranteed Maximum Cost.)

Savings on the cost of the construction shall be split as follows:

70% Owner
30% Contractor

ARTICLE 6

CONTRACTOR'S FEE

- 6.1 In consideration of the performance of the Contract, the Owner agrees to pay the Contractor in current funds as compensation for his services a Contractor's Fee as follows:

All costs associated with construction plus **EIGHT PERCENT (8%)** Fee.

- 6.2 For Changes in the Work, the Contractor's Fee shall be adjusted as follows:

First additional **TWENTY THOUSAND DOLLARS (\$20,000.00)** - No Fee
Any subsequent changes shall be at **EIGHT PERCENT (8%)** of costs.

- 6.3 The Contractor shall be paid **ONE HUNDRED** percent (**100 %**) of the proportional amount of his fee with each progress payment, and the balance of his fee shall be paid at the time of final payment.