

Instructions for use of Project Management Agreement

This template can be used when the Community Government wants to enter in to an agreement to obtain services from a Project Manager. It is designed for simple short-term services such as those provided by plumbers, electricians, janitorial, general building maintenance, or potentially other short-term simple arrangements where a more robust form of agreement is not required.

The drafted Agreement can be used as a template, with the body of the Agreement containing the basic terms and conditions and the customization of the Agreement (Services, Fees, Performance Requirements) accomplished by the insertion of the appropriate particulars in the Schedules. It is imperative that the Schedules be filled out properly and completely. If you require assistance or need to make adjustments to the agreement it is advisable that you contact Brownlee LLP directly for assistance or guidance needed in order to accomplish this. You can contact Mike Coombs directly at 1 (780) 497- 4833 or mcoombs@brownleelaw.com

When completing the Agreement, please note the following:

1. Contractor — the name of the Contractor must be completed. In the event the Contractor is an individual, or an individual operating under a trade name, such individual name, and if applicable such trade name, should be completed. In the event the Contractor is a corporate entity, a corporate search should be performed on the corporate name to confirm the correct corporate entity is named and such corporate entity is “active”. If a Community would like assistance with respect to corporate searches, please contact Brownlee LLP as required. **Please ensure that the appropriate Contractor name is inserted.**
2. Term — Section 1.1 (h) sets out that the term runs from the commencement date and ends on the completion date. Please insert the applicable commencement date in 1.1 (c) and the completion date in section 1.1 (d)
3. Contractor Obligations — Section 2.3 describes and lays out the obligations of the Contractor in performing the Services. Note that the Services are to be performed in accordance with the Community Contracts, as per Section 2.3 (e), which is directed at circumstances where, if the Community subcontracts to the Contractor its contractual obligations to perform services to third parties, the Contractor must perform its Services in compliance with such third party contracts.
4. Subcontractor — Section 3.2 operates to restrict the Contractor’s ability to subcontract the Services. The Contractor can only subcontract all or part of its Services if such subcontractor agrees to be bound by the terms and conditions satisfactory to the Community and only if the Community provides prior written consent, which the Community may choose to withhold. Note that under section 3.3 the

Community can request the Contractor remove certain personnel, under certain circumstances

5. Payment - Section 4.1 sets out that the Community shall pay the Contractor in accordance with Schedule “B” (discussed in more detail later in this correspondence).

6. Records - Section 4.6 provides that the Contractor must maintain records with respect to any fees, costs, charges, reimbursable expenses or other amounts payable by the Community to the Contractor may be readily and accurately determined and verified. As such, **please ensure to populate the location at which such records will be kept by the Contractor.**

7. Confidential Information – Section 5.1 set out that certain information (including the Service Results) that is confidential. In particular note the description within Section 5.1 (b) **and consider whether this definition needs to be amended to reflect the factual circumstances.**

8. Service Results - Section 5.3 provides the definition of Service Results and sets out that these are the property of the Community. Please consider the definition of Service Results (set out in the first portion of the paragraph) and **consider whether this definition needs to be amended to reflect the factual circumstances.**

9. Insurance and Indemnity — Please confirm with the Ron or Karen at the NWTAC office that the insurance and indemnity requirements in Article 7 of the agreement will work for these particular services. In some cases additional or amended insurance conditions may be needed based on the nature and scope of the contractor’s services to be performed.

10. Termination — Please note that Section 6.1 of the Agreement provides that the Community may terminate the Agreement for convenience upon 7 days written notice to the Contractor. This right is not extended to the Contractor.

11. Signatory page — There are two signatory options, if the Contractor is an individual or if the Contractor is a Corporation. **For the Contractor, please choose one of the corporation signature line or the individual signature line and delete the line which is not applicable.**

12. Schedule “A” — This Schedule should contain a complete and detailed description of the nature and scope of the Services to be provided by the Contractor to the Community under this Agreement. The Agreement will not be legally enforceable unless it is clearly understood, by what is referenced in Schedule “A”, what precisely the Contractor will be required to do. It should be drafted so that a third party who knows nothing at all about the project in question would understand what exactly the Contractor is required to do under the Agreement. In many cases the Contractor will have provided the Customer with a letter of proposal which details the work which will

be performed. In such a case, a copy of the letter of proposal could simply be attached to Schedule "A" and incorporated therein by reference - for example:

"The services to be provided by the Contractor to the Community are those services described in the Contractor's letter of proposal to the Community dated _____20____, a copy of which is attached hereto and incorporated in this Schedule "A" by reference."

Please keep in mind, to the extent the parties have agreed on any changes to the scope of the work as outlined in the letter of proposal, a description of the agreed changes must be included.

13. Schedule "B" — This schedule allows the Community to customize the Agreement and include particular payment terms (ie: how and when payment is made to the Contractor).

14. Schedule "C" — This schedule also allows the Community to customize the Agreement and include particular special conditions. Please ensure the definitions are completed within this Schedule "C" - Agreement Amount (note consider whether or not GST is in addition to this amount, if GST is additional it should be set out specifically, as the default as per Section 4.2 of the Agreement is that GST is included in the agreement Amount), Commencement Date, Completion Date, address for notice, etc.)

Should there be any additional issues the Community wishes to have addressed within the Agreement, please contact Mike Coombs directly at Brownlee LLP for assistance or guidance needed in order to accomplish this. You can contact Mike at (780) 497- 4833 or mcoombs@brownleelaw.com

When attending to execution of the Agreement please ensure that the date is inserted in the space provided at the top of page 1, and, if applicable, the corporate seals for the parties are impressed upon the signature page in the vicinity of the respective signatures.

You will find included an affidavit of corporate signing authority, which can be used when the Contractor is a corporation, and which must be sworn by the director or officer of such corporation in front of a Commissioner for Oaths in and for the Northwest Territories.

In addition we have included an affidavit of execution for use if the Contractor is an individual, which must be sworn by such individual in front of a Commissioner for Oaths in and for the Northwest Territories.

Please ensure that the appropriate names, locations, and dates are inserted prior to proper execution of the applicable Affidavit