# Project Management Agreement

| "Owner(s)" | | |
|---|---|---|
| Address | | |
| Telephone #1 | | |
| Telephone #2 | | |
| Email | | |
| Manager | DAVIS DESIGN Inc. | |
| Project description | | |

# Project Management Agreement

Owner hereby engages Manager to manage on behalf of Owner in accordance with the following:

1. Manager shall provide Owner with the planning, budgeting, scheduling, expediting, coordinating and supervising necessary for the timely execution of the Project by all workmen, suppliers of material, contractors, subcontractors and others (collectively, 'Contractors') supplying materials for services to the Project.

2. Owner and Manager have discussed and agreed upon Project design and specifications, the details of which are set forth in Schedule "A" attached.

3. Owner and Manager have discussed and agreed upon the Project cost estimate as set forth in Schedule "B" attached. Manager has used the best effort to obtain and verify such estimate but does not warrant that the actual Project costs shall be as stated in Schedule "B".

4. Manager shall take all reasonable steps on behalf of Owner to ensure the project shall be completed in a good and workmanlike manner in accordance with the design specifications and cost estimate, subject to any changes.

5. The detail of services to be provided by Manager for Owner are as set forth in Schedule "C" attached.

6. In performing the duties under this Agreement, Manager shall be the limited agent of Owner for the purpose of obtaining, reviewing and discussing with Owner all quotes and bids by Contractors. Contracts, purchase orders and similar documents for the Project shall be in the name of Owner and may be signed by Manager of behalf of Owner provided they are consistent with the agreement.

7. Nothing in this Agreement shall prevent or restrict Manager from acting as a Contractor for the purpose of performing work or service to the Project, provided such shall be fully disclosed to Owner.

8. Owner hereby indemnifies and holds harmless Manager from all debts, claims and liabilities incurred by Manager in the performance of the functions under the Agreement, provided that such functions are carried out by Manager within the scope of its authority.

9. Manager's fee shall be as outlined below:

   • Cost + 15% based on budgeted construction cost of $amount
   • To be paid on monthly installments of $amount beginning, date
   • At completion, actual cost of project shall determine the final installment

10. In addition to such fee, Owner shall pay Goods and Services Tax of 5%.

Dated at the City of Calgary, In the Province of Alberta, this            day of,                        20    .

Owner:

_____

DAVIS DESIGN INC.:

_____

## Schedule "A"

Davis Design Inc.

Owner:

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<br>
<br>

## Project Design and Specifications

Drawings supplied to Owner dated,

## Schedule "B"

Davis Design Inc.

Owner:

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## Project Cost Estimate

To be supplied once quotes are received from subtrades and to be updated on an ongoing basis.

Davis Design Inc.

Owner:

<br>

**Manager Services**

1. Preparation of Project cost estimate, review of same with Owner

2. Preparation of Project cost estimate, review of same with Owner, and obtaining Owner's approval thereof.

3. Preparation of work schedule for Project.

4. Preparation and submission of application for development and/or building permit for Project if applicable.

5. Contracting all Contractors for the project, obtaining quotes and bids, reviewing same with Owner, and supervision of such Contractors on behalf of Owner.

6. Supervising day to day work on Project.

7. Counseling Owner in respect to Builder' Lien holdbacks applicable to the Project.

8. Ensuring for Owner that all Contractors engaged in Project properly perform their duties and rectify deficiencies.

9. Reviewing progress claims and invoices of all Contractors on the Project before submission to Owner for payment.

10. Ensuring that the construction corresponds to the Project plans and specifications, subject to any approved changes.