

THIS AGREEMENT dated the 22nd day of March 2021.

PROJECT MANAGEMENT AGREEMENT

BETWEEN:

Tobique First Nation on behalf of the Tobique Youth Council
(hereinafter "Client")

-and-

Red Island Contractors Inc.
(hereinafter "the Project Manager")

WHEREAS Client has agreed to retain the Project Manager to perform project management services for planning and construction of the Kciw Knicanewek Sports and Recreation Park located on the Tobique First Nation.

NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

SCOPE OF WORK

1. Client engages the Project Manager to provide the following services:

- Working with the Client to manage contracts for the construction, as well as to act as the Client's representative; and,
- Working closely with representatives from Client who may be assisting in other aspects of the Project.

The detailed scope of services (hereinafter referred to as the "Work") is described in the project proposal prepared by the Project Manager, a copy of which is attached as Appendix "A" and incorporated as part of this Agreement.

The exact tasks and order of execution will be determined by the Project Manager and the Client.

SCHEDULE OF WORK

2. The Project Manager shall carry out and deliver the Work as and when requested by the Client.

TERM

3. This Agreement shall commence on March 22, 2021 and terminate March 31, 2023.

EQUIPMENT

4. The Project Manager shall be responsible for providing, at its own risk and expense, all equipment required by the Project Managers to properly carry out and record the Work.

PERSONNEL

5. The Work will be on behalf of the Project Manager by personnel cited in the attached proposal prepared by the Project Manager.
6. The Project Manager shall not assign this Agreement in whole or in part without the prior written consent of the Client.

REPORTING

7. The Project Manager will report to the designed representative of the Client who will supervise the completion of the Work.
8. In support of each invoice, the Project Manager will submit to the Client, in a form satisfactory to the Client, summarizing the Work completed during the reporting period and the time spent in the completion of the Work during the reporting period.
9. The Project Manager, on behalf of the Client, will complete Project Status reports in the form and format set out in the Integrated Bilateral Agreement Contribution Agreement wherein said reports must be submitted to New Brunswick on May 15th and November 15th of each year while the project is under construction.

FEES

10. The Client shall pay the Project Manager the following hourly fees for the completion of the Work, not including GST:

RED ISLAND CONTRACTOR INC.: PROJECT MANAGEMENT

Senior Project Manager	\$ 150.00
Assistant Project Manager	\$ 100.00
Senior Administrator	\$ 28.00
Superintendent	\$ 25.00
Administrative Support	\$ 18.00

The professional fees for the work set out in this Agreement is \$180,000.00. The Project Manager will add additional fees should the scope of the work change at the request of the Client.

EXPENSES

10. Except as otherwise expressly provided herein, Client shall not be responsible for the cost of supplies or equipment or for any other expenses, charges or administrative fees incurred by the Project Manager in carrying out the work.
11. The Client agrees to reimburse the Project Manager for reasonable expenses incurred by the Project Manager attributable solely to the performance of the Work, provided that such expenses are approved in advance and in writing by the Client's representative. The Project Manager shall attach to all invoices for said expenses the Client's representative prior written approval.
12. The Project Manager shall not, nor shall they authorize or permit its employees, agents or servants to, commit the Client to payment of any money to any person, firm or corporation, in any manner whatsoever, without the express written authorization, in advance, of the Client's representative. The Project Manager agrees to reimburse, indemnify and save harmless the Client from any amounts the Client is required to pay as a result of any action of the Project Manager, any agent or servant of the Project Manager, in contravention of this section. The Project Manager expressly agree that the Client may reduce the amount payable under the Agreement by any amount that the Client must pay as a result of a contravention of this section.

PAYMENT

13. The Parties hereto agree that the Project Manager shall submit invoices for fees, disbursements, expenses and travel expenses at the end of each month.
14. All invoices submitted by the Project Manager shall contain the following information: the name of the department of the Client for which the Work was completed, the name or description of the project the Work relates to, the period the invoice covers, the amount of time billed for, the rate time is billed at, detail of work performed and/or delivered, details of any disbursements, expenses or travel expenses billed for (including original receipts) and the total amount claimed under the invoice.
15. The Client will pay the Project Manager within thirty (30) days after receipt of each invoice.

TERMINATION

16. This Agreement may be terminated at any time by the Client if, in the opinion of the Client, the Project Manager fails to carry out the work described in paragraph 1 in a timely and satisfactory manner. The Project Manager shall be paid for any Work performed, and reimbursed for any valid disbursements, expenses or travel expenses, incurred, to the time of termination.
17. This Agreement may be terminated at any time by either the Project Manager or the Client for any reason or no reason on fifteen (15) days written notice to the other. The Project Manager shall be paid for any Work performed, and reimbursed for any valid disbursements, expenses or travel expenses, incurred, to the time of termination.

CONFIDENTIAL INFORMATION

18. The Project Manager will treat as strictly confidential all information relating to the affairs of the Client, its employees, its directors and its members, which the Project Manager acquires in the course of the Work. The Project Manager shall not disclose any secret or confidential information, or information which, in good faith and good conscience, ought to be treated as confidential, which the Project Manager becomes aware of in the course of the Work relating to the Client, its employees, directors or members.
19. The Project Manager will similarly bind all of their employees, agents, officers, and servants to maintain the confidence of all information relating to the affairs of the Client, its employees, its Directors and its members which they or the Project Manager acquires in the course of the Work.

OWNERSHIP OF MATERIAL PRODUCED

20. The Client shall be the Owner of all reports and materials produced as a result of this Agreement. The Project Manager shall not reproduce or provide a copy of any such reports without the expressed written consent of the Client.

TAXES, WORKERS COMPENSATION

21. The Client will not make any payments for, nor any deduction from payments to the Project Manager, for the purpose for paying taxes, Canada Pension Plan or Unemployment Insurance or other deductions because the Project Manager, nor any employee or agent of the Project Manager, shall not be or become an employee of the Client . The Client shall not be required to maintain Workers Compensation coverage, medical or insurance coverage of any kind for the Project Manager, or any employee or agent of the Project Manager, and the Project Manager will be solely responsible for obtaining such insurance for medical, disability or other purposes as they deem appropriate.

INDEMNIFICATION

22. The Client shall not be legally responsible for any loss, injury or damage (including death) to the Project Manager, its employees, servants or agents, or for the loss or damage to the property of the Project Manager, its employees, servants or agents resulting from or relating to the Project Manager performing the Work or failing to perform the Work and the Project Manager agrees to indemnify and save the Client harmless from any amounts that the Client may be obligated to pay as a result of any such loss, injury or damage.

HEADINGS

23. The headings of the various sections of this Agreement have been inserted for convenience or reference only and shall not be deemed to be part of this Agreement.

INCORPORATION BY REFERENCE

24. Any schedules and appendixes hereto and the provisions thereof are incorporated into this Agreement by this reference and form part of this Agreement.

EXECUTION OF AGREEMENT BY FACSIMILE

25. Either party may execute this Agreement by facsimile by that party executing the Agreement and faxing or send a digital copy to the other party, at the number provided herein, and immediately sending the original executed document by courier or ordinary mail to that other party. This Agreement shall be deemed to be executed by the party who transmits the Agreement at 11:00 a. m. (local time to the party receiving the fax or digital copy) on the day after it is transmitted.

NOTICE

26. Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been received:
- a) immediately, if delivered in person;
 - b) one day after transmittal, if sent by fax or email;
 - c) 5 days after sending, if sent by courier; and
 - d) ten (10) days after mailing, if sent by registered mail;

to the following addresses:

in the case of Client:

Mr. Ross Perley, Chief
Tobique First Nation
13156 Route 105, Tobique First Nation, NB, E7H 5M7
506.273.5560

and in the case of the Project Manager:

Dana Francis, President
Red Island Contractors Inc.
350 Route 390, Tobique First Nation, E7H 4P7
dana_francis@hotmail.com
506.707.5771

SEVERABILITY OF TERMS

27. Except as otherwise provided, all of the terms of this agreement are severable from each other and will survive the invalidity of any other term of this Agreement.

ENTIRE AGREEMENT

28. This Agreement embodies the entire understanding of the parties and supersedes and nullifies any prior written or oral agreements between the parties hereto concerning the subject matter hereof.

TIME OF ESSENCE

29. Time is of the essence in this Agreement.

GOVERNING LAW

30. This Agreement shall be governed by and interpreted and construed in accordance with the internal laws of New Brunswick and the laws of Canada applicable therein.

AMENDMENT

31. Any amendment of this Agreement shall be in writing and shall be agreed to by both parties.

IN WITNESS WHEREOF Client has executed this Agreement.

Ross Perley, Chief
Tobique First Nation

IN WITNESS WHEREOF Project Manager has executed this Agreement.



Dana Francis, President
Red Island Contractors Inc.

SCOPE OF SERVICES

1.0 GENERAL MANDATE OF PROJECT MANAGER

- 1.1. During the construction period the mandate of the Project Manager shall include the following items:
 - 1.1.1. Provide advice and make the necessary arrangements for all services to be used and specialized contractors to be hired during the various phases of the project.
 - 1.1.2. Co-ordinate production of the plans and sections of the specifications and ensure that those documents are received in time.
 - 1.1.3. Prepare all invitation to tender documents for specialized contractors. Effect the invitations to tender, analyze tenders and make the necessary recommendations to the Owner.
 - 1.1.4. Special attention will be given to the local benefits set out in the Tobique Tender Policy.
 - 1.1.5. Plan, organize, co-ordinate and direct the operations of all specialized contractors.
 - 1.1.6. Create an ordered and complete file of all documents to be produced in the course of the work, that is, those produced or required by the professionals (including laboratory), those of the specialized contractors, those required by the Owner.
 - 1.1.7. Ensure that job meetings are held every two weeks or as required, that the notices of meeting are mailed in time, and that the various inspections and reports of the professionals and specialized contractors are produced and forwarded promptly.
 - 1.1.8. Special measures will be applied to ensure optimization of local employment.
- 1.2. At the post-construction stage:
 - 1.2.1. Ensure that the work is inspected in detail by the professionals, that all lists of deficiencies are produced, that all deficiencies are corrected, and that the various project completion reports are produced.
 - 1.2.2. In order that the building may be taken over smoothly and with no problem by the Owner's maintenance staff, transmit all maintenance manuals and warranties required. In accordance with the book of specifications, ensure that the various manufacturers and suppliers provide the necessary training.

- 1.2.3. Take part jointly in the drafting of a comprehensive post construction report that will assess the performance of the project to pre-established objectives in collaboration with the Owner, the architect and the project engineers.

2.0 MONTHLY REPORTS

- 2.1. On a monthly basis during the construction period (two working days before each job meeting), the Project Manager shall update all the detailed financial and schedule reports for the project. These reports shall be delivered to the Owner without delay.

3.0 DUTIES OF THE PROJECT MANAGER

3.1. Construction Phase

- 3.1.1. Arrange with the Owner for adequate insurance for the project.
- 3.1.2. Advise the Owner with respect to statutory requirements as applicable.
- 3.1.3. Make recommendations to the Owner with respect to bonding of Trade Contractors.
- 3.1.4. Ensure that all approvals, permits and licenses required for the construction of the work are obtained.
- 3.1.5. Institute and administer a program of Accident Prevention.
- 3.1.6. Pre-order critical materials where necessitated by time factors.
- 3.1.7. Plan in detail the nature and extent of all necessary construction facilities and services for the project in order to avoid duplication of costs.
- 3.1.8. Provide a survey and layout of the structure and ensure that the construction lines and levels are maintained.
- 3.1.9. Pre-qualify contractors for each trade and prepare list of recommended bidders.
- 3.1.10. Prepare all documents for the purpose of calling tenders for various Trade Contracts.
- 3.1.11. Receive and analyze tenders and make recommendations for the Trade Contract awards.
- 3.1.12. Prepare the contract documents for all successful Trade Contractors and ensure that all applicable legal requirements are complied with. Ensure that all bonds are provided where required and inspect all insurance policies and workman's compensation certificates.
- 3.1.13. Provide planning, scheduling, expediting, technical co-ordination, and supervision, necessary for the proper execution of the work of all Trades.
- 3.1.14. Provide technical and financial administration with respect to progress payments, updating cash flow requirements and holdback releases.

- 3.1.15. Expedite the receipt of all shop drawings to ensure that they comply with the specified requirements in general terms before submitting them to the Architect for approval.
- 3.1.16. Evaluate and process all changes. Examine charges by the Trade Contractors to ensure that they are reasonable and in accordance with the contract documents.
- 3.1.17. Provide for and administer the necessary procedures to permit recovery of all tax rebates where applicable.
- 3.1.18. Provide advice and assistance on labour problems in order to minimize work stoppages and in the settlement of jurisdictional or other labour disputes.
- 3.1.19. Take the necessary action to facilitate the settlement of contract disputes, it being understood and agreed that no formal arbitration or litigation proceedings are to be undertaken without the permission of the Owner.
- 3.1.20. Ensure that "as-built" drawings, maintenance manuals, operating instructions, etc., are properly completed and handed over to the Owner.
- 3.1.21. Ensure that all Trade Contractors employed on the project rectify all deficiencies.

3.2. Post-Construction Phase

- 3.2.1. The work upon completion to be carefully inspected by the Architect and Project Manager, and, upon approval, the certificate of completion would be issued.
- 3.2.2. A close relationship is to be maintained with the Owner's operating staff to ensure a smooth and proper take-over of the completed building, including all necessary training and instruction of the Owner's personnel.
- 3.2.3. The Project Manager will assist the Owner in administering guarantees by the Trade Contractors during the guarantee period.