PROJECT MANAGEMENT AGREEMENT

This Project Management Agreement (the “Agreement”) is effective [DATE],

**BETWEEN: [YOUR COMPANY NAME]** (the "Owner"), a company organized and existing under the laws of the [State/Province] of [YOUR STATE/PROVINCE], with its head office located at:

[YOUR COMPLETE ADDRESS]

**AND: [COMPANY NAME]** (the "Manager"), a company organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:

[COMPLETE ADDRESS]

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

WHEREAS the Owner plans to acquire land in order to establish thereon a [SPECIFY], which is to be completed and fully operational no later than by [DATE], which land will be located in one of the sectors indicated in Schedule [SPECIFY] hereto;

WHEREAS the Owner plans in particular to cause to be constructed on such land a building enabling it to install a [SPECIFY] (hereinafter referred to as the “Project”);

WHEREAS the Manager made an offer of services on [DATE];

WHEREAS the Owner accepted the offer of services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **DEFINITIONS**

For purposes of interpreting this agreement and the schedules hereto, the following words and expressions will have the meanings set out herein below:

* 1. **Approval or Approve** means the Owner’s prior approval given in writing; such Approval will also be valid if it is given in advance and verbally provided it is subsequently confirmed in writing;
  2. **Contract Administrator** means the administrator of the contract, who may be designated from time to time by the Owner, or its authorized representative, who will have the authority to require that the Manager comply with all provisions of the contract and who will have the authority to:

1. interpret the various contract documents;
2. prescribe the measures that he deems necessary in order to coordinate the services of the Manager with those of the Owner;
   1. **Contractor** means the physical or legal person to whom the execution of the construction work or a Contract Unit is entrusted or any other person than a Supplier or Professional with whom the Owner signs a contract with respect to the Project;
   2. **Contractor’s Contract** means a contract between the owner and a Contractor;
   3. **Contract Term** means the period running from the date hereof until one year after the signature of the final acceptance certificates or, as the case may be, from the date of delivery to the Owner of the attestations mentioned in section [NUMBER];
   4. **Contract Unit** means part of the construction work to be the subject of a Contractor’s Contract or a Purchasing Contract;
   5. **Construction Budget** means the budget that will be verified and recommended by the Manager in accordance with the provisions of section 2.1.9 and approved by the Owner, as well as any revision thereof;
   6. **Cost of Construction Work** means all of the real costs of the Project construction work incurred by the Owner for the development, construction and commissioning of the Project, including the following costs:
3. the amounts paid or costs incurred to obtain public services (water, sewer, electricity) required for the Project;
4. the payments made to the Contractors and Suppliers;
   1. **Cost Plan** means the table identifying for each Contract Unit the budget limits available and identifying, among other things, the approximate quantity of work to be performed, its design criteria and the unit costs used;
   2. **Delivery Date** means [EFFECTIVE DATE] for the building and [EFFECTIVE DATE] for the site design;
   3. **Fees** means the fees payable to the Manager by the Owner for services rendered pursuant hereto, namely an amount of [AMOUNT], an amount which such fees may not exceed; such fees include all salaries, benefits, overhead expenses, profits and expenditures required for the complete performance of the services described herein as well as the fees of the Professionals who will be remunerated directly by the Manager and at its expense, but excluding Reimbursable Costs.

Where the Manager, upon the express request of the Owner, renders additional services that are not included in the services that it undertakes to render pursuant to the provisions hereof, the Owner will pay to the Manager fees calculated on the basis of an hourly rate of [AMOUNT] for all the time devoted exclusively by the Manager’s Representative (and by no other employee, representative or mandatory of the Manager, whose time was taken into consideration in the determination of the said hourly rate) for the performance of such services in accordance with the provisions hereof;

* 1. **Manager** means Manager or its representative;
  2. **Manager’s Representative** means the representative of the Manager, [INDIVIDUAL NAME], to act as Project Manager, who will have full authority to act for and on behalf of the Manager with regard to any matter pertaining to the contract; such Project Manager shall be available at all times for all questions pertaining to the Project, for the Contract Term;
  3. **Master Schedule** means the construction work schedule verified and recommended by the Manager taking into account the Project objectives and the constraints of the method of execution chosen, in accordance with section 2.1.8, which will include a bar chart showing each construction stage graphically and monthly, and will identify the critical activities and the interrelations or incidences that may have repercussions on Project development;
  4. **Owner** means Owner, represented by any person whom it may designate from time to time as Contract Administrator;
  5. **Professional** means the architects and engineers (civil and structural, mechanical and electrical) who will be chosen in accordance with the provisions of section 2.1.13;
  6. **Program** means all of the Owner’s general requirements for the Project, including the general building characteristics set out in Schedule C hereto, which program will be established by the Manager in accordance with the provisions of section 2.1.1;
  7. **Project** means the construction, interior design and site design on the Site of a building destined for the installation [SPECIFY] equipment, as well as the layout and installation of structures destined to accommodate the cables and other equipment of the Owner;
  8. **Purchasing Contract** means a contract or an order between the Owner and a Supplier for the supply or rental of machinery, equipment, materials or services for the Project;
  9. **Reimbursable Costs** means the costs identified in Schedule B hereto;
  10. **Site** means the location of the land that will be chosen and acquired by the Owner in its entire discretion;
  11. **Sub-Contractor** means any physical or legal person having signed a contract with a Contractor or a Professional;
  12. **Supplier** means any physical or legal person having signed a Purchasing Contract with the Owner;

1. **SERVICES PROVIDED BY THE MANAGER**

The Manager will be obliged, independently and not as mandatory or agent of the Owner, to provide all services and personnel required for Project management; such obligation shall include the obligation to plan, coordinate, organize, supervise and monitor all activities in view of Project execution, from the preliminary phases of design and planning to delivery of the Project to the Owner after completion of the construction and the commissioning of its mechanical components. The purpose of such services will be to enable the Owner to possess and operate a high-quality building in accordance with the stated requirements, the plans and specifications, the Budget and the time limits set forth. The Manager will do everything useful or necessary for the proper management of the Project and the protection of the Owner’s interests. Such services shall include construction management.

Without limiting the generality of the foregoing, the Manager will be responsible for the services described herein below:

* 1. **Preliminary Phase**
     1. It will establish the Program, cause it to be Approved and ensure that is complied with.
     2. It will prepare, design and recommend to the Owner, if it so requires, which shall pre-Approve same, the engineering, architectural, structural, design and performance criteria for each of the Program components and ensure that they are complied with; it will also ensure that the particular criteria of the Owner are complied with in the Project design.
     3. It will plan and coordinate all steps required for Site preparation by coordinating the work of the various Contractors and Suppliers.
     4. It will be responsible for the analysis that will be done of the various methods of Project execution possible and, taking into account time constraints, will ensure the adoption of the most appropriate after having obtained Approval thereof.
     5. It will coordinate, with the civil authorities or the companies concerned, the connection with current or projected public utility services, including the construction and connection of subsurface ducts between the said building and the appropriate support-structure system required for interconnection to the Owner’s [SPECIFY].
     6. It will suggest and recommend, when it deems relevant, that analyses and studies be conducted on the materials used, identify the technical problems and suggest solutions to such problems.
     7. It will be responsible for the preparation, will proceed with the verification and recommendation to the Owner, which shall pre-Approve same, of directives establishing management systems and procedures adapted to the Project requirements and ensure that they are complied with.
     8. It will be responsible for the preparation, will proceed with the verification and recommendation to the Owner, which shall pre-Approve same, of the Master Schedule and ensure that is complied with.
     9. It will be responsible for the preparation, will proceed with the verification and recommendation to the Owner, which shall pre-Approve same, of the Budget and will ensure that it is complied with; such Budget shall identify the various components of the construction, their quantity as well as their unit price.
     10. It will be responsible for the preparation, will proceed with the verification and recommendation to the Owner, which shall pre-Approve same, of the detailed Cost estimate of the construction work for each Contract Unit and ensure that it is complied with.
     11. On the basis of the Budget, it will be responsible for the preparation of a Cost Plan.
     12. It will evaluate the technical, design and administrative requirements, ensure that they are compatible and complete and make any recommendation that is useful and necessary to the Owner.
     13. It will propose and cause to be accepted by the Owner a method to be followed as to the selection of Professionals, examine the tender documents and make its recommendations to the Owner.
     14. It will be responsible for the preparation, will proceed with the verification and recommendation to the Owner, which shall pre-Approve same, of the preliminary plans and specifications of the Project and ensure that they are complied with.
  2. **Planning Phase**
     1. It will be responsible for updating the Master Schedule and obtain Approval thereof; it will prepare and keep up to date a detailed schedule of construction activities, including a tender call calendar.
     2. It will recommend and coordinate the necessary changes to the plans and specifications, with the prior approval of the Owner, with the exception of purely minor changes that do not involve any substantial consequences and emergencies, when it is impossible to obtain such approval.
     3. It will ensure that the final plans and specifications are provided to the Owner, for its prior Approval, after having first ensured that they are in compliance with the Program and the preliminary plans and specifications and will ensure that they are complied with.
     4. It will identify and prepare a list of long-delivery equipment and supplies that may require acquisition by pre-purchasing and will be responsible for causing the purchase of such equipment and supplies to be approved by the Owner; it will indicate the effect of the preliminary purchases on the Master Schedule.
     5. It will develop a construction-work Cost control system adapted to the Project requirements, in order to control each Contract Unit within its pre-established Budget.
     6. At regular intervals during the planning phase, it will proceed with a verification and will make Cost forecasts for each Contract Unit to ensure that the whole develops within the limits of the Budget; it will analyze the variations and deviations in terms of the Budget; it will make the necessary recommendations to correct overages while recommending the measures to be taken to comply with the Program;
     7. At regular intervals and at least once per month, it will prepare and present to the Owner a progress report on the planning phase showing the state of general progress of the work as well as that of each Contract Unit and will make the necessary recommendations concerning the time limits identified.
     8. It will prepare the schedules to be incorporated into the tender documents as well as any other supporting documentation to ensure that the tenderers are fully informed of the Project requirements.
     9. It will prepare, on the basis of the final plans and specifications, an estimate of the preliminary tenders for each Contract Unit and will present the results to the Owner in a format permitting easy comparison with the tenders that will be received.
     10. It will ensure the compliance of the plans and specifications with the requirements of government and municipal authorities and will obtain, at its expense, all permits, authorizations and certificates required to perform the work; it will ensure that all permits, authorizations and certificates are issued by the competent inspection authorities.
     11. At the Owner’s request, it will assist and advise the Owner during the negotiation of insurance pertaining to the Project.
  3. **Construction Phase**
     1. It will prepare the tender documents for each Contract Unit and the instructions to tenderers; it will compile the documentation in a sufficient number of sets.
     2. It will prepare the invitational calls for tenders and draft contracts and will submit them to the Owner for approval; it will prepare a list of tenderers to be invited and will submit it to the Owner for Approval; if required, it will remit a complete set of revised plans and specifications to the tenderers; it will organize information meetings, if required.
     3. It will obtain, except in the specific cases having received the Owner’s Approval, at least [NUMBER] tenders for each Construction Unit and will remit the list of tenderers to the Owner; jointly with the Owner, it will analyze the tenders received to verify whether they are in compliance with the calls for tenders; jointly with the Owner, it will negotiate the terms and conditions of the contracts with the tenderer (s) selected.
     4. It will compile all documents required to enter into contracts and will recommend for signing by the Owner the Purchasing Contracts and the Contractor’s Contracts with persons having remitted the most advantageous tenders for the Owner.
     5. It will be responsible for the preparation, will proceed with the verification and recommendation to the Owner, which shall pre-Approve same, the detailed schedule of construction activities, for each Contract Unit, in accordance with the Master Schedule and will ensure that it is complied with.
     6. On the basis of the information contained in the tenders and in accordance with the Master Schedule and the detailed construction schedules, it will prepare detailed monthly cost schedules for each Contract Schedule, which will serve as a monitoring method for the Approval of the progress payments.
     7. It will analyze and negotiate change notices with the Suppliers and Contractors concerned; it will justify and recommend to the Owner the adjustments to the Purchasing Contracts and Contractor’s Contracts that are deemed fair and reasonable and will issue any change order deemed necessary but only after having given notice in writing to the Owner and having obtained its authorization, with the exception of purely minor amendments that involve no substantial consequences for the Project and emergencies, when it is impossible to obtain the said authorization without causing prejudice to the Owner or the Project.
     8. It will examine all documents and recommendations submitted by the various participants and will recommend to the Owner all measures in order to comply with the Program in accordance with the Budget, the plans and specifications and the construction calendar;
     9. It will keep the appropriate registers up to date for purposes of recording all change notices, all work that is not in compliance with the contract as well as the result of professional inspections;
     10. During any planning and construction period, it will monitor the work progress and will submit reports to the Owner monthly or whenever the Owner so requests, in a form and content satisfactory to the Owner detailing the state of work progress in relation to the Master Schedule and containing in particular:
  4. a visual representation of the work progress in comparison with the detailed schedule for each Contract Unit;
  5. the progress of the work coordination and the installation of services in the building;
  6. the recommendations on the measures to be taken to correct delays incurred;
  7. the list of change orders accompanied by a brief description of the problems encountered and the corrective measures taken or to be taken; statements of account;
  8. the statement of construction work Costs in relation to the Budget, indicating for each Contract Unit:
     1. the amount of the Contractor’s Contract;
     2. the amount of the change orders to date;
     3. the amount spent to date;
     4. compliance with the schedule;
     5. estimate of time to complete the work;
     6. anticipated final cost;
     7. Budget variation.
     8. It will receive the requests for progress payments, will analyze them and correct them, if deemed necessary; it will prepare the statement of account set out in section 5.2; it will perform the accounting compilation of the construction work Costs, in accordance with the Owner’s requirements.
     9. It will provide for the establishment and maintenance in good condition of the permanent benchmarks and line pegs for the duration of the construction work.
     10. It will ensure compliance with the warranties in respect of the construction of the Project and its components, including the mechanical equipment destined for service of the building.
     11. It will establish a regular calendar, convene the interested persons and conduct coordination meetings with the Contractors concerned; it will identify the problems; it will initiate and coordinate corrective measures; it will prepare the minutes of site meetings and distribute copies to interested persons, including the Owner; generally, it will coordinate and supervise all construction activities; it will take all measures required to maintain labor relations on site so as not to delay the construction work and will manage disputes.
     12. It will coordinate the preparation and submission of shop drawings, receive, verify and distribute them to the Professionals and will monitor and expedite their Approval.
     13. It will continuously ensure that the Budget and the Master Schedule are complied with and that the expenditures and the actual duration of the activities do not exceed those forecast.
     14. It will assist with and recommend any adjustment to the Budget or the Master Schedule, will make a report thereon to the Owner and will obtain its approval.
     15. It will provide and assign full time to the site competent and sufficient personnel for the general administration, coordination and supervision of the Suppliers, Contractors and Sub-Contractors; it will ensure that each Supplier and Contractor complies with the terms and conditions of its Contract, the schedule, the plans and generally the trade practices and the usual standards applicable in this type of construction.
     16. It will establish and administer an accident-prevention and safety program on site in order to comply with the applicable [YOUR COUNTRY LAW] and regulations; it will ensure that labor relations on the site are maintained so as not to delay the construction work and to coordinate any matter that may affect public relations concerning the Project.
     17. It will ensure the compliance of the plans and specifications with the requirements of government and municipal authorities and will obtain or cause to be obtained all permits, authorizations and certificates required to perform the work and the commissioning of the Project.
     18. It will continuously verify the quality of the execution, coordinate the inspection visits of the Professionals and prepare the list of imperfections; it will coordinate the repair of the imperfections to the satisfaction of the Professionals and the Owner.
     19. It will compile and collate the documents of each Contract Unit: shop drawings, as-built drawings, samples, plans, sketches, contract documents and warranties; on the Delivery Date, it will remit to the Owner a complete set for each Contract Unit, including the maintenance and operating manuals when required, in their final version.
     20. It will direct the start-up activities of all Project services; it will assist the Owner in the taking-of-possession procedures.
     21. It will ensure the completion of the work and the commissioning of the mechanical components of the building, the whole in accordance with the plans and specifications.
     22. Upon the termination of the work, it will submit a final report incorporating all statistical information that the Owner may deem useful.
     23. It will receive from the Suppliers, Contractors and Sub-Contractors all guarantees requested in the tender documents, namely, if the Owner so requires, performance bonds for the major components up to [PERCENTAGE %] percent of the Construction Costs and [PERCENTAGE %] percent of the materials and labor or irrevocable bank letters of credit upon conditions deemed adequate by the Owner; it will verify their validity and compliance with the requirements of the specifications and will transmit them to the Owner.
     24. It will coordinate the Project construction work with the finishing and interior-design and site-design work required for occupancy and operation of the building by the Owner as well as the installation of support equipment (“Equipment Bays”) for the [SPECIFY] centre and the commissioning of the building.
     25. During the one-year warranty period granted by the Suppliers on their product, it will forward defect notices to the Suppliers and will monitor the corrections or repairs made.

1. **COOPERATION**
   1. The Manager undertakes to cooperate closely with the Owner to ensure the proper execution of the contract.
   2. The Owner undertakes to provide to the Manager, at the Manager’s request, all information which is in its possession and which is required in order to carry out the Project.
   3. In addition, the Manager undertakes to observe and cause to be observed at all times by its employees all administrative policies and procedures which the Owner deems good and reasonable to enact, from time to time, and of which the Owner will inform the Manager for the proper administration of the contract.
2. **LIABILITY OF MANAGER AND INDEMNIFICATION**
   1. The Manager represents and warrants that it possesses the qualities, competence and experience required to perform all services that it is obliged to perform in accordance with the provisions of this contract and that it will take all measures required to perform such services with diligence and in accordance with generally accepted trade practices in such regard. The Manager shall assume full responsibility for such services, both with regard to the services performed by its personnel and those performed, as the case may be, by its mandataries.

Hence, the personnel that the Manager will assign to carry out the Project shall have relevant experience in construction-project management.

The Owner may require that any individual not meeting such criteria be removed from the personnel assigned to the project, and the Manager undertakes to respond promptly to any request of the Owner in such respect.

* 1. The responsibility arising from the services rendered or to be rendered by the Manager pursuant to this agreement shall be that set out in articles [NUMBER] and [NUMBER] of the Civil Code of the Province of [STATE/PROVINCE]; without limiting the scope of the foregoing, the Manager will be liable to the Owner for all damage and losses which the latter may suffer and for all recourses and all proceedings and actions to which the Owner may be subject by reason or in respect of such services or by reason of any act or omission of the Manager or the poor performance of the services by the Manager, its employees or mandataries, and the Manager undertakes to hold the Owner harmless from all damage and losses and to assume, at its own expense and without recourse against the Owner, the defense of the Manager in all contestations of all such recourses or all such proceedings or claims and to satisfy promptly any judgment which may be rendered against the latter.
  2. The Owner will not be responsible for any damage which may be suffered by the Manager, its employees, mandatries, agents or guests during or in respect of the performance of the services or the construction work, whether damage to property or bodily injury (including death) or other damage and whether the damage is contractual or delictual, except in the case of gross negligence on the part of the Owner or its employees.

1. **PAYMENT**
   1. The Owner will pay the Manager the following amounts
      1. The Fees, which will be payable in the manner mentioned herein below in section 5.3;
      2. The Reimbursable Costs.
   2. On the [NUMBER] business day of each month, the Manager will submit to the Owner a statement of account indicating the Costs of construction work performed from the [NUMBER] business day of the preceding month to the tenth business day of the current month, as well as the Reimbursable Costs and the Fees, together with a payment recommendation of the Manager attesting that the work progress justifies the amounts indicated. The Manager will be responsible to the Owner for any damage caused to the Owner as a result of a payment made on the strength of a recommendation of the Manager that is not justified by the work progress.
   3. **Fees**
      1. The Fees payable by the Owner pursuant to the provisions hereof will be paid to the Manager in the manner indicated in subsection 5.2, up to an amount of [AMOUNT]; the balance of [AMOUNT] will be paid upon the expiry of a period of [NUMBER] days following the signature by the Owner of the certificate of final acceptance of the Project in accordance with section 9 hereof or, as the case may be, upon the expiry of a period of [NUMBER] days following the premature termination of the work;
      2. The reimbursable Costs indicated in the statement of account prepared by the Manager will be paid on the same dates and in the same proportions as the Fees;
   4. The payments provided for in the foregoing section shall be made to the extent that they are included in the Costs provided for in the report mentioned in section 2.3.10 and, as the case may be, in any other voucher which may be required by the Owner;
   5. At the end of the work, the Manager will prepare the list of [PERCENTAGE %] holdbacks, which have not been paid in accordance with section 9.1 and will submit it to the Owner with a payment recommendation attesting that no lien has been registered. The [PERCENTAGE %] holdbacks which have not been paid in accordance with section 9.1 will be paid by the Owner upon the expiry of [NUMBER] days following the signature by the Owner of a certificate of final acceptance of the Project or, as the case may be, upon the expiry of [NUMBER] days following the premature termination of the work.
2. **PRIVILEGES**

The Manager hereby waives any privilege as Project Manager, builder, architect, engineer or in any other capacity which it may or could have and which results from this agreement. In all Purchasing Contracts and all Contractor’s Contracts, the Manager will ensure that there is a stipulation of a [PERCENTAGE %] holdback, with the exception of contracts with public utility corporations.

1. **INSURANCE**
   1. The Manager shall purchase and maintain general public liability insurance, with the most extensive coverage, in the joint names of the Manager and the Owner, to cover all bodily injury (including death), damage or destruction of physical property and the loss of use thereof including a limit of [AMOUNT] per policy year and per event, subject to a deductible for physical damage of [AMOUNT].
   2. The Manager will ensure that project errors and omissions insurance with a limit of [AMOUNT] per policy year, with a limit of [AMOUNT] per event is purchased and maintained, at its expense, for the term of the contract and for the following [NUMBER] years.
   3. The Manager shall purchase and maintain valuable documents insurance for an amount deemed sufficient by the Owner.
   4. The Manager shall ensure that all Contractors, Suppliers and Professionals purchase and maintain for the entire Contract Term and, in all cases with the exception of the Suppliers, for the following [NUMBER] years, all general public liability insurance policies (with the most extensive coverage), project errors and omissions insurance, automobile liability insurance policies, “all risk” property insurance policies and insurance policies covering Contractor’s equipment that may be required by the Owner.
   5. Upon the execution of contracts with the Contractors, Suppliers and Professionals or, in the case of the Manager, upon the execution hereof, certificates attesting to the purchase of such various insurance policies covering all of the risks mentioned in this section shall be filed. Certified copies of the policies will be remitted to the Owner within [NUMBER] days following the execution of the said contracts or any renewal of such policies. Such policies shall be to the satisfaction of the Owner and cover the risks, liabilities, losses and damage during the performance of the said contracts or services, which the Manager shall render pursuant hereto.
   6. All such policies shall comply with the following rules:
   7. they will be in force without interruption from the execution of the contracts until the end of the Contract Term or, as the case may be, the end of the following [NUMBER] years;
   8. they will be issued by authorized insurers accepted by the Owner;
   9. all premiums of such policies will be paid in full by their purchasers;
   10. they may not expire or be cancelled or amended by the insurer unless the insurer has given the Owner a prior notice of [NUMBER] days by registered mail;
   11. all deductibles pursuant to such policies shall be paid, as the case may be, by their purchasers;
   12. no act, omission or declaration of any insured pursuant to such policies may be invoked against the Owner.
   13. The Manager shall comply with the [YOUR COUNTRY] Workmen’s Compensation [ACT/LAW/RULE] of [STATE/PROVINCE] and, in general, with all [YOUR COUNTRY LAW] and regulations applicable to the construction industry and ensure that the Professionals, the Construction Manager or the General Contractor, the Contractors, materials Suppliers and Sub-Contractors do the same, whether such [YOUR COUNTRY LAW] and regulations are in force on the date hereof or come into force thereafter.
   14. Since the Manager admits that it is not the registered Owner of any automobile that may be used in the operations provided for in this agreement, the Manager guarantees that the automobiles of its employees having access to the sites on which the Manager performs its work will meet the requirements of section [NUMBER] of the [YOUR COUNTRY] Automobile Insurance [ACT/LAW/RULE].
   15. In addition, in the event of loss resulting from the operation of the automobiles concerned, the Manager will make up at its cost and expense any insufficiency in the amount of the basic insurance purchased personally by employees owning vehicles and will hold the Owner harmless against any liability in such regard.
   16. The Owner shall purchase and maintain, at its expense, general public liability insurance and “all site risks” insurance in accordance with appropriate conditions and coverages.
2. **SOIL AND SUB-SOIL CONDITION**

The Manager will obtain data and analyses of the soil and sub-soil conditions; it will be responsible for the interpretation of such data and analyses; the Manager will examine such data and analyses and attest that the soil and sub-soil can withstand all Project constructions.

1. **WORK ACCEPTANCE**
   1. When the Manager deems that a Contract Unit is substantially completed, it shall, jointly with the Professionals and the Owner, proceed with an inspection of such Contract Unit. Following such an inspection, the Manager shall prepare a list of the imperfections and the corrections and modifications to be made in accordance with the requirements of the Professionals or the Owner and make a written report thereof to the Owner. When the said corrections and modifications have been made to the satisfaction of the Professionals, the Manager will proceed with a final inspection of such Contract Unit,
   2. and will submit a payment recommendation to the Owner, which will the sign a certificate of partial acceptance for such Contract Unit, which will constitute an authorization of payment of the balances due for the work performed on such Contract Unit upon the expiry of a period of [NUMBER] days from the end of the said corrections and modifications; in any event, the [PERCENTAGE %] holdback set out in section [NUMBER] will be paid only upon delivery by the Contractor or Supplier of an affidavit listing all its Sub-Contractors and attesting (with supporting vouchers), to the full payment of the latter, and provided that no notice of lien has been registered against the Site.
   3. When all Contract Units have been duly accepted by the Owner and the Owner has received from the Manager all contract bonds, maintenance manuals, operating manuals and any other document prescribed in the plans and specifications, and all the imperfections and defects have been corrected, final acceptance certificates for the entire Project will be prepared by the Manager and will be signed by the Owner, the Owner not being entitled to refuse to sign the final acceptance certificates without reasonable grounds expressed in writing.
   4. In conjunction with the partial and/or final acceptance of a Contract Unit or the entire Project, the Manager shall recommend to the Owner the consecutive payment of the Professionals, Contractors and Suppliers and, in particular, for the remittance of the [PERCENTAGE %] holdback effected by the Owner.
2. **SUSPENSION OR PREMATURE TERMINATION**
   1. In the event that the Owner wishes to suspend or terminate the Project prematurely, it shall then so notify the Manager in writing. The Manager shall, as promptly as possible, assess the impact of such a suspension or premature termination on the budgeted Costs and on the principal schedule and make a written report thereof to the Owner.
   2. If the Owner suspends or terminates the Project prematurely, the Manager shall, after receipt of a written notice to such effect, immediately take the steps necessary to suspend the delivery of the construction materials and ensure that the specialized Suppliers and Contractors act diligently to protect the construction work already performed and to protect the materials on site; if necessary, the Manager will negotiate and enter into, after Approval by the Owner, with the Suppliers and Contractors, the agreements required for such purposes and the adjustments resulting from such suspension or premature termination. When such agreements and adjustments have received the Owner’s Approval, the Owner will pay to the Manager all amounts due to the Suppliers and Contractors in accordance with the provisions of such agreements and adjustments.
   3. In either of the events set out in section 10.1 hereinabove, the Manager will be entitled to the payment of part of the Fees calculated in accordance with the proportion of the construction work that has been performed up to the date of the notice given by the Owner as well as the Reimbursable Costs.
   4. The Owner may lift the suspension by giving a written notice to such effect to the Manager. If such notice is given within [NUMBER] months of the date of receipt of the notice of suspension set out in section 10.1, the Manager shall then continue its mandate, upon the same terms and conditions.
   5. The Manager may suspend its services should the Owner fail to pay it, within [NUMBER] days of the due date, any amount which the Owner is required to pay pursuant to section 5 hereof, except for a contested amount.
3. **TERMINATION OF THE AGREEMENT**
   1. At all times during the term of this agreement, the Owner may terminate the agreement by giving a written notice to the Manager to such effect; such termination will come into force within [NUMBER] days of the date of the said notice.
   2. No later than [NUMBER] days after giving the notice, the Owner will have access to the Site as well as the Manager’s files in order to take cognizance of any report, estimate, record card and other documents and data prepared or accumulated by or for the Manager and relevant to the Project, and the Manager shall, if required, permit a copy to be made thereof.
   3. The Manager will then be entitled only to the Fees for the part of the services then rendered calculated in accordance with the provisions of section 10.3, and to the reimbursable Costs.
4. **INSOLVENCY**

The contract may be terminated by the Owner ipso facto, in whole or in part, without notice, if the Manager becomes insolvent, bankrupt, or it makes a general assignment of its property for the benefit of its creditors, if a receiving order or a winding-up order is rendered against it or if it attempts to avail itself of an insolvency or bankruptcy [YOUR COUNTRY LAW] or if there is a taking of possession of its property.

1. **CONFLICTS OF INTEREST AND BENEFITS**
   1. The Manager may not at any time act in other capacities than that of Project Manager in connection with the construction of the building unless it has notified the Owner in advance and obtained its written consent.
   2. In addition, no benefit, commission or other benefit shall be granted to any employee or representative of the Owner in respect of this contract or any ensuing contract. Any contravention of this provision may give rise to sanctions such as the termination of this contract or any ensuing contract, a remedy in damages or any other recourse permitted by [YOUR COUNTRY LAW].
2. **OWNERSHIP OF DOCUMENTS, INFORMATION AND MOVABLE PROPERTY**
   1. All writings, documents, papers, patents, licensed copyrights, plans, drawings, sketches, quotations, specifications, reports, surveys, compilations, computer hardware, samples, mock-ups, models, concepts, methods and procedures, statements and financial and accounting records made available to the Manager or prepared by it, alone or jointly with others, for the purposes of the Project, as well as all information which may be communicated to the Manager or which the Manager may itself obtain in the performance of the services are, as they are produced, and subject to the prior rights of others, the absolute and exclusive property of the Owner and shall be treated confidentially and kept secret by the Manager.
   2. Notwithstanding the foregoing, the Manager will be entitled to keep in its possession a copy of each plan, drawing and report, but will not be entitled to use them for the benefit of anyone whomsoever other than the Owner.
3. **CONFIDENTIALITY**
   1. The information obtained by the Manager and its employees shall be kept in confidence and shall not, under any circumstance, be disclosed to a third party, without the written consent of the Owner, whether for advertising, scientific or other purposes.
   2. The Manager undertakes to do everything necessary or useful to keep such information confidential and to ensure that its personnel keeps it confidential. For such purpose, the Manager will exercise the same care and discretion as it would with regard to its own information it considers confidential. The Manager stands surety for any damages by reason of any disclosure, even after the expiry of this agreement.
   3. The Owner undertakes to keep the documents it has received from the Manager confidential.
4. **ACCESS TO THE MANAGER’S BOOKS**

The Owner, its auditor, external auditors and other authorized representatives will have the right of access, upon request and at all times during office hours, to the books, documents and records, including the financial documents, in the possession of the Manager and pertaining to the Project.

1. **SURVIVAL OF RIGHTS**
   1. The payment of the Fees and Reimbursable Costs by the Owner to the Manager, as well as the final acceptance certificates provided for in section 9.2, will not constitute an acknowledgement that the services rendered by the Manager have been rendered in compliance with the provisions of this agreement; notwithstanding payment and acceptance, the Owner reserves the right to invoke and assert, even after the Contract Term, all rights resulting from any breach by the Manager of its obligations.
   2. No act, omission or failure to act on the part of the Owner shall be interpreted as a relinquishment of its rights pursuant to this agreement or as permission to act in contravention of the stipulations of this agreement.
2. **FORCE MAJEURE**

If a party hereto is precluded from performing any of its obligations following a compelling and unforeseeable event, whether force majeure, a fortuitous event, a war, a riot, public unrest, a strike, a lock-out, picketing, or labor unrest (excluding however cases of strikes, picketing or labor unrest of the Manager’s employees and cases of lock-out ordered by the Manager, which cases will have no effect and will cause no change to the Manager’s obligations), act or decision of a federal, provincial, municipal or other public authority, natural elements other than the temperature, or other similar or different facts beyond the reasonable control of the party that is unable to act (a “Force Majeure”), such party will immediately notify the other party thereof. This agreement will not for such sole reason be terminated but the performance of the obligations of the parties hereto will be suspended from the commencement date of the Force Majeure until the impossibility of performance ceases; however, if such suspension continues for more than [NUMBER] consecutive days, the Owner or the Manager may then terminate this agreement by written notice to the same effect as the notice set out in section 10 hereof and in accordance with the same terms and conditions.

1. **NOTICES**

Any communication, whether a notice or another document, set out by the stipulations in this contract will be considered to have been validly given on the third day after the date of its mailing by registered mail or its delivery by specialized mail or the day of its hand-delivery or the day after its transmittal by facsimile or other electronic sending device,

To the Owner:

(in [NUMBER] copies)

Owner

c/o [INDIVIDUAL NAME]

Manager

[COMPANY NAME]

[FULL ADDRESS]

[STATE/PROVINCE]

Tel.: [PHONE NUMBER]

Fax: [FAX NUMBER]

[COMPANY NAME]

c/o [INDIVIDUAL NAME]

Vice-President

[FULL ADDRESS]

[STATE/PROVINCE]

1. **ARBITRATION**
   1. In the event that a dispute (with the exception of a dispute under sections 10, 11 and 12 hereof) arises between the parties as to the application or interpretation of the provisions of this contract, the parties agree to resort to arbitration in order to settle such dispute; such arbitration will not take place until after the signature of the certificate of final acceptance of the Project.
   2. A party may demand arbitration by forwarding to the other party a written notice to such effect prior to the signing of the final acceptance certificate provided for in section 9.2. Within the [NUMBER] days following the date on which the Owner signs such final acceptance certificate, each of the parties shall appoint an independent arbitrator and inform the other party thereof in writing. Each of the arbitrators so appointed shall be chosen from amongst the ranks of engineers with over [NUMBER] years of practice as members of the Order of Engineers of [STATE/PROVINCE].
   3. A third independent arbitrator shall be appointed by the two others by mutual agreement within [NUMBER] days following the expiry of the period set out in section 20.1; he shall be chosen from amongst the ranks of lawyers who have been members of the [STATE/PROVINCE] Bar for at least [NUMBER] years. Failing an agreement as to the choice of the third arbitrator, the parties will proceed in accordance with the rules of the Code of Civil Procedure.
   4. The [NUMBER] arbitrators so appointed will constitute the arbitration board which shall dispose of the dispute that will be submitted to it by complying with the rules of [YOUR COUNTRY LAW] and adopting the procedure it deems expedient. The decision of the arbitration board will be final and without appeal and will be binding upon the parties, which undertake to comply therewith. The costs pertaining to the arbitration will be shared equally between the Manager and the Owner unless by decision stating the reasons therefore the arbitration board reduces them or awards them otherwise.
   5. Unless they contravene the provisions of this section, the provisions of the Code of Civil Procedure concerning arbitration, in articles [NUMBER] inclusively, shall govern the arbitration procedure described in this section.
   6. Resorting to arbitration will not give the Manager the right to halt or suspend the services or the Owner the right to halt or suspend payment of the Fees.
2. **ASSIGNMENT OF CONTRACT**
   1. The Manager may not assign, transfer or convey, in whole or in part, in favor of a third person, its rights and obligations under this contract, unless it obtains the prior written consent of the Owner;
   2. In the event that the Owner so authorizes, the Manager shall, as a prior condition, obtain and provide to the Owner a letter from the assignee confirming its waiver of the provisions of article [NUMBER] of the Civil Code of Lower [COUNTRY] in favor of the Owner. Such letter shall be in strict compliance with the model, which the Owner may provide to the Manager upon request.
   3. Any act, judgment or seizure having the effect of such an assignment, transfer or conveyance will automatically render the contract null and void, without notice or putting in default.
3. **INTERPRETATION, ETC.**
   1. No amendment to this agreement will have effect unless accepted in writing by the parties hereto.
   2. This contract will be governed and interpreted by the federal, provincial or municipal [YOUR COUNTRY LAW] and regulations that are applicable to it, including any amendment to such [YOUR COUNTRY LAW] or regulations and any new [YOUR COUNTRY LAW] or new regulation that may come into force during the Contract Term.
   3. Subject to section 21, the rights and obligations of the parties shall pass to their respective successors and assigns.
   4. In this agreement, words and expressions including the singular may be interpreted as including the plural, and vice-versa.
   5. The [SPECIFY] language is the working language for everything pertaining to the execution of the Project and is also the language of all writings, monthly reports and other documents set out herein.
   6. In case of discrepancy, this contract and the schedules hereto will prevail over the offer of services.

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at [PLACE OF EXECUTION] on the date indicated above.

# **OWNER MANAGER**

Authorized Signature Authorized Signature

Print Name and Title Print Name and Title

**SCHEDULE “B”**

**REIMBURSABLE COSTS**

- Telegram, telex and facsimile expenses;

- Long-distance expenses;

- Cost of installations required for the Manager on the Site excluding the cost of work furniture;

- Cost of reproduction of reports in excess of [NUMBER] copies;

- Travel expenses pre-authorized by Owner;

- Costs of reproduction of plans and specifications required for tender calls and work performance by Contractors;

- Services of specialists in surveying and level surveys, drilling and soil analysis, compaction tests, concrete tests or any other specialist whose services will be specifically requested by the Owner;

- Salaries of site personnel as well as expenditures required for site operations and performance of direct labor.

**SCHEDULE “C”**

**BUILDING CHARACTERISTICS**

1. The Building

1.1 Type of Construction

The projected building will be a building destined to accommodate [SPECIFY] equipment and will be used solely for such purpose. The building will be composed of two rooms located on a single floor. The dimensions of the rooms shall meet the requirements identified on the following pages. The outside walls shall be constructed with non-combustible materials. An aluminum-type cladding or a cladding of another similar material will not be acceptable for the exterior finishing.

The building will have no windows so as to minimize the risks of intrusions by break-in.

1.2 Building Structure

The main room (room #1) shall have a [SPECIFY] clearance between the suspended ceiling and the raised floor with the use of a floor having a minimum height of [SPECIFY].

The cement surfaces shall be covered will a coating to seal the particles that could interfere with the ventilation and pollute the electronic equipment.

1.3 Layout of Main Room

The main room (room #1) will accommodate the bays in which the electronic equipment will be installed. Such bays shall be arranged around the room so as to create a central work area as well as a clearance space of [SPECIFY] at the back. The bays as well as the clearance space shall be located on a [SPECIFY] raised floor, of the false floor type. Arrangements will be made to permit the installation of cables under the raised floor.

An open shelving space as well as a space for a work table shall also be provided.

The floor shall be covered with [SPECIFY]..

1.4 Visibility of Building and Site

The [SPECIFY] centre shall be modest in appearance. The building exterior should be composed of a safe, discreet landscape design. A fence shall protect building access. In addition, a parking area to accommodate [NUMBER] vehicles shall be provided outside the building.

1.5 Protection and Air Conditioning

A halon-gas fire-protection system will be installed for the protection of the electronic equipment as well as under the raised floor for the cables located there. A generator shall be able to provide all electricity supply requirements in the event of a breakdown of the [COMPANY NAME] network.

The air-conditioning system shall be able to maintain a temperature of [NUMBER] degrees Celsius at all times and in all operating conditions. At no time shall the indoor temperature of the main room exceed [NUMBER] degrees Celsius. In addition, a humidifier shall maintain an acceptable relative-humidity rate in order to prevent accumulations of static electricity.

A basic alarm system will be installed and shall be connectable to the Owner’s monitoring system.

2. Summary of Space Requirements

2.1 Main Room (Room # 1)

Equipment bays + work and clearance area [SPECIFY] sq. ft.

Work table [SPECIFY] sq. ft.

Storage [SPECIFY] sq. ft.

Washroom [SPECIFY] sq. ft.

Total [NUMBER] sq. ft.

2.2 Room # 2

Generator to be determined

Mechanical (air conditioning, fire protection, etc.) to be determined

Total to be determined

3. Electrical Power Requirements

- [NUMBER] FM demodulators [NUMBER] W [NUMBER] W

- [NUMBER] AM modulators [NUMBER] W [NUMBER] W

- [NUMBER] encoders [NUMBER] W [NUMBER] W

- [NUMBER] laser receptors [NUMBER] W [NUMBER] W

- [NUMBER] synchronous generator [NUMBER] W [NUMBER] W

- lighting [NUMBER] W [NUMBER] W approx.

- heating/air conditioning [NUMBER] W [NUMBER] W approx.

Total [NUMBER] W approx.

[NUMBER] amp @ [NUMBER] Volts

[COMPANY NAME]

[FULL ADDRESS]

[STATE/PROVINCE]

OFFER OF SERVICES

Project Management

Construction Management

[COMPANY NAME]

[FULL ADDRESS]

[STATE/PROVINCE]

Fax [FAX NUMBER]

Tel. [PHONE NUMBER]

[DATE]

PROJECT DESCRIPTION

The project consists of the construction of a building to accommodate a repeater station, with cable head-end, on the current [SPECIFY] system of [COMPANY NAME]

The building, having an approximate gross area of [NUMBER] square feet, will be constructed on a property of approximately [NUMBER] sq. ft., at the intersection of [FULL ADDRESS] [STATE/PROVINCE].

The characteristics of the basic building are as described in the documents remitted by [COMPANY NAME] on [DATE] a copy of which is found in the schedule hereto; such document has been annotated in accordance with the instructions received on [DATE].

The construction cost of such building is evaluated at approximately [AMOUNT], all taxes included.

The preparation of plans and specifications is expected to begin as soon as possible in order to proceed with tender calls and contract awards during the winter of [NUMBER] in order that the site work may be performed from [DATE] to [DATE]

SCOPE OF SERVICES AND METHODOLOGY

Manager proposes to Owner to perform the planning and design of its repeater-station construction project in accordance with the project-management method and to perform the construction work in accordance with the construction-management method.

Project management integrates under the same entity all specialists who will be participating in the project execution, from the preliminary planning to project commissioning. This group directs the instructions and requirements of Owner toward a single spokesperson, thereby improving the quality of the coordination and the rapidity of execution.

Construction management enables the work to be performed more economically and feasibly, Owner acting as Contracting Authority through Manager, its representative, and each specialized contractor performing its work directly for Owner, without the intermediary of a general contractor.

In addition, overall management (project and construction) enables the planning, design, tender call and execution stages to be carried out by overlapping of activities, contrary to the classic method of project execution whereby the activities are performed in succession, one stage to be terminated before another begins. This deliberate overlapping of activities enables the work to be undertaken within the shortest possible time.

Manager includes a multidisciplinary staff of professionals and technicians and can hence assume full responsibility for the mandate, from the planning stage to the completion of the work and commissioning.

Manager offers to perform the mandate comprehensively by providing to Owner the services of architects, engineers, technicians, designers, draftsmen and all other support staff in the area of project management, architecture, engineering and construction management.

Manager will render the following services:

" Project Management

" General management

" Coordination of architects, engineers and external specialists

" Schedules and timetable

" Detailed estimate

" Cost control

" Tender calls and contracts

" Architecture

" Preliminary sketches

" Building architecture

" Site development, traffic, landscaping

" Coordination of plans and specifications

" Engineering

" Civil engineering

" Structural engineering

" Mechanical engineering

" Electrical engineering

" Construction Management

" Site organization

" Selection and hiring of site personnel

" Contract awards to contractors

" Work management

" Scheduling

" Safety and accident prevention

During the performance of its mandate, Manager will submit written reports to Owner including the following information:

(a) progress of the project in relation to the schedule;

(b) statement of costs in relation to the budget;

(c) description of problems encountered and corrective measures taken

Without limiting the generality of the foregoing, Manager proposes to provide the following services:

I. 1st Step — Planning

1.1 Revise and complete the functional plan of the project in cooperation with Owner.

1.2 Establish the architectural and engineering technical criteria.

1.3 Comply, in the project design, with the particular criteria established by Owner

1.4 Develop the preliminary plans and specifications corresponding to the project plan, in accordance with the instructions received from Owner and required for assessment of the budgeted costs.

* 1. Establish, by mutual agreement with Owner, the principal project schedule; complete and update such principal schedule in order to make the detailed schedule and establish the tender call calendar.

1.6 Determine the various construction units and contracts required for the complete execution of the project.

1.7 Prepare a budget estimate of the project costs, identifying the various components, their quantity and their unit price. Revise, in accordance with the comments received from Owner, the detailed estimate of the costs of the construction work and establish the budgeted costs of each construction unit, which shall serve as a reference for cost control.

1.8 Prepare the disbursement schedule, in accordance with the principal schedule and the budget estimate, indicating the approximate funding requirements of Owner each month.

1.9 Prepare model tender-call and contract documents for the approval of Owner

1.10 Establish a list of tenderers to be invited for each construction unit and submit it to Owner for approval.

2. 2nd Step — Performance

2.1 Prepare the final plans and specifications for execution of the work in accordance with the detailed schedule. Ensure that such plans and specifications meet the requirements of the authorities concerned and obtain the authorizations required to perform the work corresponding to such plans and specifications.

2.2 Assist and advise Owner in the negotiation of project insurance of the general public liability type (wrap-up, umbrella) and all site risks.

2.3 Prepare the tender documents and proceed with the tender calls, following the approval of Owner.

2.4 Revise, during the tendering periods, the estimates of the construction units concerned, which will serve as the basis for evaluating the tenders.

2.5 Proceed with the receipt of the offers, compile and analyze the tenders received, negotiate with the lowest tenderers if required and submit to Owner recommendations concerning the award of purchasing contracts and specialized contractor’s contracts.

2.6 Prepare contract documents for signature by Owner and the suppliers.

2.7 Require for the duration of the work and verify the suppliers’ bonds and insurance for the major construction components.

2.8 Plan and proceed with the construction-site development and prepare site organization.

2.9 Provide competent and sufficient site personnel for management of the construction work, coordination of the suppliers and coordination of the work of specialized contractors; hire and direct, on behalf of Owner, the workers required for the performance of direct labor.

2.10 Proceed with purchases of material and services required for the site operations and performance of direct labor.

2.11 Establish and administer an on-site accident-prevention and safety program in order to comply with the rules and [YOUR COUNTRY LAW] in force and protect the workers and the public.

2.12 Establish and maintain in good condition the permanent benchmarks and line pegs for the duration of the construction work.

2.13 Coordinate the receipt, distribution and verification of the shop drawings and ensure they are returned to the suppliers.

2.14 Direct and coordinate the sequence of construction work.

2.15 Manage and supervise the work performed by the suppliers and verify the compliance thereof with the plans and specifications.

2.16 Verify from time to time that the budgeted costs and the detailed schedule are complied with and that the expenses and actual durations of the activities do not exceed those forecast.

2.17 Justify and recommend to Owner, if required, any adjustment to the budgeted costs and the detailed schedule.

2.18 Monitor, verify and authorize contract changes.

2.19 Convene and conduct site meetings in order to review construction-work progress and analysis of the various problems affecting the construction work as well as the evaluation of solutions to be implemented; write the minutes of such meetings and distribute copies thereof to those interested.

2.20 Ensure that labor relations on site are maintained so as not to delay the construction work and coordinate any matter that is likely to affect public relations concerning the project;

2.21 Do the accounting compilation of the construction-work costs.

2.22 Pay the reimbursable costs, salaries of site workers as well as various expenses required for site operations and the performance of direct labor.

2.23 Prior to the fourth day of each month, submit to Owner the accounts payable for the construction work performed during the previous month. The accounts payable will be accompanied by recommendations and payment certificates for the amounts owing to the suppliers and specialized contractors (less the contract holdbacks provided for) as well as a request for reimbursement for the disbursements made in payment of the expenses defined in the previous section, with a copy of the checks and invoices paid the previous month.

2.24 See completion of the work according to the schedule set out.

2.25 Upon the completion of the construction work, direct the start-up activities in respect of the building systems and return to Owner all documents originating from the suppliers setting out contract bonds, maintenance manuals and operating manuals as well as well as any other document specified in the plans and specifications.

2.26 Ensure that all certificates required are issued by the competent inspection authorities.

2.27 When a construction unit is substantially completed, proceed with an interim inspection of such unit, prepare a list of the corrections and modifications to be made and forward a written report thereof to Owner When the corrections and modifications have been made, proceed with a final inspection of such unit and submit a partial acceptance certificate for such unit to Owner for approval, accompanied by a final-payment recommendation, including the release of the contract holdback.

2.28 When all contract units have been duly accepted by Owner, when all contract bonds,

maintenance manuals, operating manuals and all other documents set out in the plans and specifications have been received, and when all imperfections and defects have been corrected, submit a certificate of final acceptance of the entire project to Owner for approval.

2.29 During the suppliers’ one-year contract bond, forward to the suppliers the defects observed and monitor the corrections made.

COMMERCIAL PROPOSAL

The services described in this proposal will be rendered in consideration of a lump-sum fee of [AMOUNT] excluding [TAX NUMBER] and [TAX NUMBER]; such fees will be invoiced monthly, in proportion to the services performed.

Such lump sum shall include the fees of the firms that will perform the mandate in accordance with the specialties indicated herein below:

Architecture: [COMPANY NAME]

Engineering (civil and structural): [COMPANY NAME]

Engineering (mechanical and electrical): [COMPANY NAME]

Project and construction management: Manager

Such lump sum shall also include the salaries of site-management personnel (project manager). The fees shall not include the services of specialists in surveying and level surveys, drilling and soil analyses, compaction tests, concrete tests or any other specialist whose services will be specifically requested by Owner The cost of the services of such specialists will be defrayed directly by Owner.

The fees claimed shall not cover long-distance and travel expenses (except for calls and travel between the offices of firms) or the costs of reproducing documents and similar expenses directly connected with the execution of this project. Such additional expenses will be claimed, as the case may be, and will be accompanied by appropriate vouchers.

The fee accounts as well as the reimbursable expenses will be paid within a period of [NUMBER] days of their submission.

Layout of a Repeater-Station Building

BUILDING CHARACTERISTICS

1. Building

1.1 Building Type

The projected building will be a building destined to accommodate [SPECIFY] equipment and will be used solely for such purpose. The building will be composed of two rooms located on a single floor. The dimensions of the rooms shall meet the requirements identified on the following pages. The outside walls shall be constructed with non-combustible materials. An aluminum-type cladding or a cladding of another similar material will not be acceptable for the exterior finishing.

The building will have no windows so as to minimize the risks of intrusions by break-in.

1.2 Building Structure

The main room (room #1) shall have a [SPECIFY] minimum clearance between the suspended ceiling and the raised floor with the use of a floor having a minimum height of [SPECIFY].

The cement surfaces shall be covered with a coating to seal the particles that could interfere with the ventilation and pollute the electronic equipment.

1.3 Layout of Main Room

The main room (room #1) will accommodate the bays in which the electronic equipment will be installed. Such bays shall be arranged in rows to maximize the use of the available space. A clearance space of [SPECIFY] minimum shall be provided at the back and front of each bay. The bays as well as the clearance space shall be located on a [SPECIFY] raised floor, of the false floor type. Arrangements will be made to permit the installation of cables under the raised floor.

An open shelving space as well as a space for a work table shall also be provided.

1.4 Visibility of Building and Site

The [SPECIFY] centre shall be modest in appearance. The building exterior should be composed of a safe, discreet landscape design. In addition, a parking area to accommodate [NUMBER] vehicles shall be provided outside the building.

1.5 Protection and Air Conditioning

A fir-protection system will be installed for the protection of the electronic equipment as well as under the raised floor for the cables located there. A generator shall be able to provide all electricity supply requirements in the event of a breakdown of the [COMPANY NAME] network.

The air-conditioning system shall be able to maintain a temperature of [NUMBER] degrees [C/F] at all times and in all operating conditions. At no time shall the indoor temperature of the main room exceed [NUMBER] degrees [C/F]. In addition, a humidifier shall maintain an acceptable relative-humidity rate in order to prevent accumulations of static electricity.

A basic alarm system will be installed and shall be connectable to the Owner’s monitoring system.

2. Summary of Space Requirements

2.1 Main Room (Room # 1)

Equipment bays + work and clearance area [NUMBER] sq. ft.

Work table [NUMBER] sq. ft.

Washroom [NUMBER] sq. ft.

Sub-Total [NUMBER] sq. ft.

2.2 Room # 2

Generator to be determined

Mechanical (air conditioning, fire protection, etc.) to be determined

Sub-Total [NUMBER] sq. ft.

TOTAL (NET) [NUMBER] sq. ft.

[NUMBER] sq. ft. gross)

3. Electrical Power Requirements

3.1 Short Term

- electronic equipment [NUMBER] W

- lighting to be determined

- heating/air conditioning to be determined

3.2 Long Term (> 5 years)

- electronic equipment 0

- lighting 0

- heating/air conditioning 0

Each equipment bay will be provided with [NUMBER] electrical outlets supplied by [SPECIFY] circuits.

4. Heat Dissipation

- Short Term: [NUMBER] BTU/h

- Long Term [NUMBER]