

Project Management Agreement

This Project Management Agreement (“Agreement”) is entered into this 10th day of February, 2021 by and between the URBAN REDEVELOPMENT AGENCY OF THE CITY OF AVONDALE ESTATES, (hereafter, the “URA” or “Owner”) and [FABRIC DEVELOPERS AVONDALE, LLC—entity to be formed] (hereafter referred to as “FABRIC” or the “Manager”). The URA and FABRIC are collectively referred to herein as the “Parties.”

WHEREAS, the URA desires to engage FABRIC as set forth in this Agreement to manage a project known as the Town Green Park (hereafter the “Project”) which is the development of a public park on property owned by the City of Avondale Estates, Georgia, pursuant to plans and specifications attached hereto as Exhibit “A” (the “Park Plans”); and

WHEREAS, FABRIC is qualified to manage the Project as set forth in this Agreement and desires to do so, subject to the limitations in this Agreement.

NOW THEREFORE, it is hereby agreed by and between the Parties, in consideration of the mutual covenants, promises and payments set forth herein, that Owner hereby engages Manager to perform the following obligations regarding the Project:

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. Manager shall request competitive sealed proposals from qualified

contractors in a manner that conforms with O.C.G.A. § 36-91-20.

3. Owner and Manager have discussed and agreed upon the Project design and certain Project specifications, the details of which are set forth in the Park Plans (Exhibit “A” attached hereto).
4. Manager shall, in consultation with Avondale Estates’ City Manager, establish criteria to be used to determine which proposal(s) are most advantageous to the URA.
5. Upon the close of the period for making proposals, Manager shall open the proposals in accordance with O.C.G.A. § 36-91-21. Manager shall then assess the proposals against the relevant criteria and make a written recommendation to Owner that Owner engage one or more, or none, of the interested parties submitting proposals to perform the Project work.
6. Manager will negotiate contracts with selected Contractors on behalf of Owner as directed by Owner. Manager shall have no authority to execute and deliver contracts on behalf of Owner.
7. Manager shall perform its obligations under this Agreement in a professional, diligent manner, including but not limited to monitoring compliance by the Contractors with the Park Plans and the applicable contracts, subject to any changes approved by Owner.
8. Manager shall receive and review requests for progress payments made by Contractors and assess such requests based on the Park Plans, the specifications submitted in the Contractor’s proposal, the terms of the contract between the URA and Contractor and Manager’s assessment of the compliance of the work performed to the foregoing. Manager shall timely recommend to Owner in writing whether each such request for payment should be paid in whole, in part, or not at all based on the applicable Contractor’s performance and whether the request for payment reflects the appropriate amount for the work performed.

9. In performing the duties under this Agreement, Manager shall be the limited agent of Owner for the purpose of obtaining, reviewing and discussing with Contractors all proposals, contracts, payment applications and similar documents for the Project.
10. Manager's fee shall be as outlined in this section:
 - Manager's fee for all services performed under this Agreement shall be equal to 5 % of the Project costs for labor and materials paid to Contractors by Owner.
 - Manager shall be paid in installments to be paid at such time that Owner pays a Contractor. Manager shall provide an invoice for its fee at the time of recommending payment to a Contractor pursuant to an approved progress payment.
11. In addition to such fee, Owner shall pay Manager for actual expenses incurred in the performance of this Agreement on a reimbursement basis.
12. Owner acknowledges that Manager is not licensed under Georgia law as a contractor, general contractor or otherwise; that Manager is not at risk contractually to Owner for the performance and cost of the construction of the Project; and that Manager has no obligations except as expressly set forth in this Agreement.. Manager represents that it is qualified to perform the project management services called for under this Agreement and/or will engage appropriate qualified personnel to do so. The Parties agree that any company or person engaged by Manager to perform any portion of the project management services contemplated herein will be compensated by Manager out of the fee to be paid pursuant to Section 10 above.
13. 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.

14. This Agreement constitutes the entire agreement between the Parties regarding the Project and no subsequent amendment or agreement shall be binding upon either Party unless it is signed by each Party.
15. This Agreement may be executed and delivered in counterparts, all of which shall collectively constitute one agreement. This Agreement and counterparts hereof may be delivered in PDF format by email.

SO AGREED, as of the date first set forth above.

**URBAN REDEVELOPMENT
AGENCY OF THE CITY OF
AVONDALE ESTATES,
GEORGIA**

By Patrick Bryant, its authorized agent

**FABRIC DEVELOPERS
AVONDALE, LLC**

By: _____

Its: _____

EXHIBIT A

PROJECT DESIGN