January 22, 2025

BUILDER/ CONTRACTOR: COREY LIBFELD

PROJECT: 66 DUNVEGAN ROAD – HYDRONIC HEATING SYSTEM

We are pleased to provide for your consideration our proposal to supply and install the Hvac system for the above project. As per Zaab Consulting plans dated October 18, 2020 – issued for HVAC Review. Currently awaiting updated plans and confirmation that 2 260 MBH boilers are sufficient for infloor heating and air handling units from Zaab, as well as 2 399MBH gas boilers for snow melt system, which is currently included in this proposal.

Included in this proposal Con-Sult Mechanical will supply and install all material and labor for the following;

* 7195 sqft of main & second floor & third floor in floor heating complete with piping, manifolds and cabinets. (Tubing to be stapled down to subfloor, or tied down to mesh (mesh by others), overpour by others)
* ***10*** Hydronic infloor warming zones (1 zone basement, 2 zones main floor, 5 zones second floor, 1 zone third floor and garage as 1 zone) – **(*Tekmar 519 Stats all in basement mechanical room)***
* ***4*** ***IBC*** modulating gas boilers  ***( 2 for infloor and air handlers (2x IBC SL260) and 2 for snow melt – 2 X IBC SL399*** )- Boilers to be installed on pre sheathed wall in mechanical room provided by builder
* 2 NIBC120-gallon indirect water heaters complete with separate pumps, and thermostatic controls (***IBC119***)
* Mechanical room piping
* 3574 sqft of snow melt tubing complete with tubing, manifold complete with Tekmar snow melt control, sensor and socket. Single snow melting zone
* Venting of 4 boilers as per gas as per mechanical plans (Intakes over rear stairs and exhausts through mechanical shaft) opposite from plans as ice would build up on rear stairs
* Gas connection to boilers included, provision of gas to be brought into boiler mechanical room
* Submittal package to be submitted for review prior to ordering equipment
* Flushing of snowmelt system with glycol
* Commissioning report
* As builts

Excluded from estimate;

* Permits
* Electrical line voltage wiring and disconnect switches
* Trenching and backfilling
* Insulation for radiant or snow melt
* Overpour for radiant
* Manifold cabinets (indoor and outdoor)
* Insulpex or ecoflex for exterior supply and return lines
* Cutting or coring
* Liability of existing rough in in garage and basement previously done by others
* Spray foam insulation of any ducting
* Generator flex connector (should come with Generator)
* Mechanical room piping insulation

Notes:

* Either of these options must be approved by mechanical engineer
* Consult Can provide boiler piping design for approval upon acceptance of this estimate
* Con-Sult Mechanical will coordinate with Site management for Thermostat locations (Currently all infloor and snow melt controls are to be located in mechanical room(s)
* Upon completion of project Con-Sult Mechanical will provide a yearly maintenance contract for customer
* Con-Sult Mechanical will provide our own quality control inspections
* Payment terms net 15 days from invoice date.
* Alternate to Zaab Consulting Plans, Client accepts all responsibility for deviating from produced Mechanical Plans by Zaab.

Terms:

* 30% Deposit (We will purchase and hold the inventory at our wholesaler)
* 35% upon equipment installation (needs to be completed prior to November 30, 2024)(Boiler walls to be insulated and plywood installed on walls)
* 15% Mechanical room piping installed
* 7.5% Rough in of remaining supply and return lines interior (Air handling units must be installed prior to this stage but cannot exceed March 31, 2024)
* 7.5% Tubing (4% infloor and 3.5% snow melt tubing) can be billed separately or in stages
* 5% start up and commissioning of system
* No Holdbacks on payments
* Total project less start up and commissioning of system to be completed by March 31, 2024
* All payment due net 15 days from invoice date
* Will not move to next stage should previous payments not be made
* Quotation valid for 30 days

Should you have any additional questions or concerns please contact me.

THANK YOU

Marc Rossy

President

CONSULT MECHANICAL INC

2-54 Audia Crt

Concord ON L4K 3N5

905.738.1400

Terms and Conditions

1. Consult: The term "Consult" as used herein shall mean Con-sult Mechanical Ltd.
2. Customer: The term “Customer” as used herein shall mean the company or owner to which this document is addressed.
3. Price Policy: Price is in effect for 30 days from time of quote.
4. Pricing: Sales taxes, (and in Canada GST/PST or HST) and any other taxes assessed on Customer, shall be added to the price upon invoice to Customer. Price includes only the material listed based on Consult’s interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly.
5. Warranty Exclusions: Consult's warranty does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than Consult or its authorized service representative; or which have been subjected to misuse, misapplication, abuse, negligence, accidents, damage, or abnormal use or service. Refrigerants, fluids, oils, and expendable items such as filters are not covered by the Consult's warranty. Consult's duty to perform under any warranty may be delayed, at Consult's sole option, until Consult has been paid in full for all goods and services purchased by Customer. No such delay shall extend the warranty period. For additional consideration Consult will provide an extended warranty(ies) on certain goods or components thereof.
6. Omissions: Omissions in the Contract Documents and any work requested in variance of the Contract Document are considered extra to this Proposal and are not included in the Contract Price. Any additional work, required due to the site conditions known to the Customer and not disclosed to the Contractor, or which could not be reasonably anticipated by the Contractor, is not included in the Contract Price and shall be extra to the Contract Price. If the Contractor deems there to be an unforeseen issue that was not visible or foreseeable at the time of providing a price and entering into the agreement that will result in additional costs to the Customer, the Contractor shall provide immediate written notice of the issue and the alleged additional costs to the Customer before proceeding with any work. The Customer must approve any extra costs in writing, failing which the Customer shall not be liable for any additional claim for additional costs the Contractor makes. For greater certainty, the Customer shall not be responsible for any additional costs claimed by the Contractor that are not approved in writing by the Customer or the Customer's agent.
7. Invoice Remittance and Payment: If the Work is performed over more than a month, Consult will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Consult as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Consult in full after the Work has been performed within thirty (30) days of the date of being invoiced. If Customer is overdue in its payment to Consult, Consult shall be entitled to suspend the Work until paid and has the right to charge an interest rate of 2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Consult costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.
8. Changes: Without invalidating this Agreement or any bond given hereunder, Customer or Consult may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Consult. If Customer orders any additional work or causes any material interference with Consult’s performance of the Work, Consult shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.
9. Force Majeure: Neither Customer nor Consult shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control (“Force Majeure”) and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include, but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Consult due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement
10. Miscellaneous: Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Consult may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Consult. Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent. A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Consult and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Consult shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.
11. The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.