

**SUBCONTRACTOR
PURCHASE ORDER****Number: 24-101-024****Date: 03/15/2024**

Project:	24-101 - CITYTORO - Shelter Building Renovation		
Location:	CITYTORO - 4709 Dundas Street West 4709 Dundas Street West, Toronto, ON M5V 3C6		
Cost Code:	221000		
Scope:	Original		
Subject:	Supply & Install of Mechanical Scope		
Subcontractor:	Consult Mechanical 200 Tesma Way Unit 9 Concord, Ontario L4K 0J9	Bill to:	ROSSCLAIR Contractors Inc. 59 Comstock Road, Suite 1 Toronto, Ontario M1L 2G6
Contact:	Marc Rossy 905 738 1400 marc@consultmechanical.com	Manager:	Paddy Sheehy 416-285-0190 416-285-0192 (fax) 437-350-3658 (mobile) paddys@rossclair.ca
Terms:	When Paid % Retainage: 10 Start Date: 03/29/2024 Finish Date: 10/29/2025	Ship To:	ROSSCLAIR Contractors Inc. 59 Comstock Road, Suite 1 Toronto, Ontario M1L 2G6

Contract Date:**THE AGREEMENT BETWEEN CONTRACTOR AND SUBCONTRACTOR ("Agreement")**

This Agreement between Contractor and Subcontractor for the Work to be performed (As Detailed In Section 1) includes, but not be limited to, all labour, supervision, tools, materials, plant & equipment, plans, contingencies, transportation, handling of materials (including unloading, distribution both Horizontally & Vertically, storage, clean and clear during the works and upon completion, removal and disposal from site including all associated fees), fuel, supplies, incidentals, burden, profit, overheads and all sales, use or similar taxes, including customs duties, applicable and necessary to accomplish the work outlined in this Agreement, unless otherwise stated. In addition to the foregoing, the Agreement will also include any other items that may be necessary to perform the Subcontract Work. For the avoidance of doubt the Subcontractor / Supplier acknowledges and agrees that this Purchase Order, includes by reference, all terms and conditions as stipulated and set out in the CCA 1-2008 Stipulated Price Subcontract incorporating and applying Article 1A, 2A & 3A, 4, 5, 6, 7 & 8 and where that document contradicts or is in conflict with the terms and conditions of this Purchase Order, the terms and conditions of this Purchase Order shall apply. The Subcontractor acknowledges that it has read the terms and conditions of the standard CCA-1 2008 Stipulated Price Subcontract; which includes but not limited to, the requirements, terms and conditions of the Prime Contract. THE CONTRACTOR HAS MADE AVAILABLE ALL THE SUBCONTRACT DOCUMENTS PRIOR TO THE EXECUTION OF THIS AGREEMENT, AND THEREAFTER, UPON REQUEST, SUBCONTRACTOR ACKNOWLEDGES HAVING RECEIVED AND REVIEWED BY ACCEPTING THIS PURCHASE ORDER

A. WORK TO BE PERFORMED:

The Subcontractor shall furnish the Products and perform the Subcontract Work in a proper and workmanlike manner pertaining to: The Procurement, Supply, delivery, off load, position, store, coordinate, install, clean & clear (Including remove and dispose of waste with all associated fees), protect, provide all close out documentation and handover all works associated with the following scope of work. This includes but is not limited to the documents found in the online planroom for this project.

Please note close out documents and as-built drawings are required to be submitted 10 business days prior to the Substantial Performance/Completion of the Works. (Failure to comply with this will result in Substantial Performance of the works not being achieved.)

The Subcontractor shall perform the Subcontract Work as required by the Subcontract Documents.

B. CONFLICT BETWEEN THE PRIME CONTRACT AND SUBCONTRACT:

The requirements, terms and conditions of the Prime Contract as far as they are applicable to this Subcontract, shall be binding upon the Contractor and the Subcontractor as if the word "owner" appearing therein had been changed to "Contractor" and the word "contractor" appearing therein has been changed to "Subcontractor". In the event of any conflict between the terms of this Subcontract and the Prime Contract, the Prime Contract shall govern Paragraphs 10.2.4 and 10.2.5 of SCC 10.2 – LAWS, NOTICES, PERMITS, AND FEES and SCC 12.1 – INDEMNIFICATION shall be individually inoperative and considered as deleted from this contract in the event that conditions of identical wording or effect as they relate to each of these articles are not set out in the Prime Contract.

C. SUBCONTRACT DOCUMENTS:

The following are the Subcontract Documents referred to in section 1 of this Subcontract Agreement – Work to be performed

- Prime Contract agreement between owner and contractor
- Definitions of the prime contract
- Supplementary Conditions of the Prime Contract
- The General Conditions of the Prime Contract
- Subcontract Agreement between Contractor and Subcontractor
- Definitions of the Subcontract
- Supplementary Conditions of the Subcontract - Refer to separate section within this PO (Supplementary Conditions of Purchase Order) detailing these that form part of the Subcontract Documents
- The Subcontract Conditions of the Subcontract
- Appendix A
- Agreed Matters - If Appended are applicable and take precedence over any other Document noted for the matter agreed.
- Schedule Of Facilities and Attendances on the Subcontract Works

D. SCHEDULE:

The Contractor may reasonably adjust any schedule or specified timing during the course of the Subcontract Work after consulting with the Subcontractor.

Subcontractor acknowledges and agrees that the tender construction schedule and any further construction schedules as amended by ROSSCLAIR Contractors Inc. be strictly adhered to by the Subcontractor and the Subcontractor will complete its Subcontract Scope of Work in accordance with all amended Schedules as herein referred to.

Subcontractor acknowledges that substantial completion of the project as set out in the Prime Contract. Subcontractor acknowledges and agrees that the tender construction schedule and any further construction schedules as amended by ROSSCLAIR Contractors Inc. be strictly adhered to by the Subcontractor and the Subcontractor will complete its Subcontract Scope of Work in accordance with all amended Schedules as herein referred to.

E. SUBCONTRACT PRICE:

The Subcontract Price, which excludes Value Added Taxes and shall be subject to adjustments as provided in the Subcontract Documents. All amounts are in Canadian funds.

F. PAYMENT:

Refer to Supplementary Conditions contained within this Purchase order.

G. RECEIPT OF AND ADDRESSES FOR NOTICE IN WRITING:

Notices in Writing will be addressed to the recipient at the address set out below. The delivery of a Notice in Writing will be by hand, by courier, by prepaid first class mail, or by facsimile or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender. A Notice in Writing delivered by one party in accordance with this Subcontract will be deemed to have been received by the other party on the date of delivery if delivered by hand or courier, or if sent by mail it shall be deemed to have been received 5 calendar days after the date on which it was mailed, provided that if either such day is not a Working Day, then the Notice in Writing shall be deemed to have been received on the Working Day next following such day. A Notice in Writing sent by facsimile or other form of electronic communication shall be deemed to have been received on the date of its transmission provided that if such day is not a Working Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been received at the opening of business at the place of receipt on the first Working Day next following the transmission thereof. An address for a party may be changed by Notice in Writing to the other party setting out the new address in accordance with this Article. **This is to be confirmed by Contractor and Subcontractor within 2 days of accepting this Purchase Order by giving Company name, name of person for notices to be addressed to, address, facsimile number and email address of both parties to this agreement.**

H. LANGUAGE OF THE SUBCONTRACT:

When the Subcontract Documents are prepared in both the English, it is agreed that in the event of any apparent discrepancy between the English and French versions, the English/French language shall prevail. This Subcontract Agreement is drawn in English at the request of the parties hereto.

I. SAMPLES AND SHOP DRAWINGS:

The Subcontractor shall forward all samples and shop drawings within five (5) days from receipt of this Purchase Order.

Scope of Work

Item	Description	Amount (\$)
1	Supply and Install of Mechanical Scope	1,650,000.00 ✓
Subtotal (\$)		1,650,000.00
✓ (0% No Tax 0% - 104611223) Tax (\$)		0.00
✓ (13% HST ON) Value Added Tax (\$)		214,500.00
Total with Tax (\$)		1,864,500.00
One Million Eight Hundred Sixty Four Thousand Five Hundred Dollars and Zero Cents		

Supplementary Conditions of this Purchase Order

1. The Subcontractor / Supplier acknowledges and agrees that this Purchase Order, includes by reference, all terms and conditions as stipulated and set out in CCA 1-2008 Stipulated Price Subcontract incorporating and applying Article 1A, 2A & 3A and where that document contradicts or is in conflict with the terms and conditions of this Purchase Order, the terms and conditions of this Purchase Order shall apply. The Subcontractor acknowledges that it has read the terms and conditions of the standard CCA-1 2008 Stipulated Price Subcontract; which includes but not limited to, The requirements, terms and conditions of the Prime Contract, conforming with the Fair Wages and Hours of Labour Act and Regulations and thereby paying their workers in conformance to the said Act and Regulations (or Union Rates if members thereof) in the district, county or location where the site of the project is. (Note: Please specify Fair wages rates to be used by you, in the location of the project and attach list).
2. Review of "Project" and Specifications - The Subcontractor warrants and represents that it has reviewed the Specifications, Drawings, Finishes Schedule and /or any other Documents that form part of this Subcontract Agreement to its own satisfaction prior to the execution of this Subcontract and that these documents are in sufficient detail for it to be able to perform the Work by the Completion Date. Subcontractor acknowledges that it has had sufficient time to examine the Project for the purpose of determining that it can complete the Work by the Completion Date. No modification or amendment shall be made to the Specifications except by written change order. Any details of sizes and materials given in the Specifications, Drawings, Finishes Schedule and/or any other Documents that form part of this Subcontract are for the Subcontractor's guidance and estimating purposes only. Subcontractor acknowledges and agrees that Subcontractor shall take his own particulars and dimensions for each and every item and shall be fully responsible for same.
3. Site Visits / Existing Conditions - The Contractor has made available the site for inspection to the Subcontractor by appointment with ROSSCLAIR Contractors Inc, the Subcontractor has been advised to visit the site before entering into this Agreement to acquaint himself with conditions affecting the execution of the Subcontract Works including local conditions, the scope of works, access and logistical constraints, the supply and the conditions affecting labour, and the availability and supply of materials, but not limited to and the Subcontractor is therefore deemed to include for any costs arising there from as no claim for extra payment or extension of time to the contract period will be admissible due to want of knowledge or inadequate allowance(s) after entering into this agreement.
4. The Subcontractor is to provide within five (5) days of their appointment a fully detailed Schedule for the design, procurement and construction of the Subcontract Works in full coordinated compliance with both the Prime Contract & Subcontract Schedule requirements.
5. The Subcontractor shall allow for revising their Schedule and for working in accordance with the same as necessary to meet any changes to both the Prime Contractor's/Sub-Contractor's Schedule, progress and/or sequence requirements and those of other trades
6. The Subcontractor is deemed to have included for all visits to site necessary to complete the works in compliance with our Schedule requirements which may vary from time to time and no extra payments will be made due to extra or return visits required due to site progress / sequence requirements etc.
7. The Subcontractor shall be paid no later than (21) days after the receipt of payment by ROSSCLAIR Contractors Inc. from progress billings relating to the Subcontractor's Scope of Work.
8. The Subcontractor shall apply for its holdback, forty-five (45) days after publication of the Certificate of Substantial Performance of the Prime Contract which holdback shall be paid to the Subcontractor no later than ten (10) days after receipt of payment by ROSSCLAIR Contractors Inc. of the holdback amount relating to the Subcontractor's Scope of Work, all in accordance with the provisions of the Ontario Construction Lien Act;
9. The Subcontractor will be responsible for the performance of all clean-up and disposal associated with their work. Failure to execute the physical clean-up and disposal will result in back charges to the Subcontractor
10. ROSSCLAIR Contractors Inc. reserves the right to perform the Subcontractor's work on behalf of the Subcontractor and back charge this Subcontractor accordingly if the schedule is jeopardized by non-payment or poor performance. ROSSCLAIR Contractors Inc. will provide Subcontractor two (2) days' notice to remedy any such default under the Subcontract;
11. All Change Notices must be priced and submitted to ROSSCLAIR Contractors Inc. within three (3) days of receipt by Subcontractor from ROSSCLAIR Contractors Inc.;

A) All Changes to the Subcontract Works must be authorized in writing by ROSSCLAIR Contractors Inc by way of Change Order / Directive prior to proceeding. No Change will be considered valid unless it has been given in writing by the Contractor via the aforementioned method. If the Subcontractor proceeds without this Change Order / Directive then the risk rests with the Subcontractor for the change (Time and Costs associated). For the avoidance of doubt No Payment will be made by the Contractor to the Subcontractor without the authorized Change Order/Directive being in place. In the Case of Change Directive being issued then the Subcontractor will be entitled to payment once final Costs are established / issued by Subcontractor and agreed between the Contractor and Consultant.

B) The subcontractor must act only on information, instructions, etc. issued by ROSSCLAIR Contractors Inc in respect of the Subcontract Works.

12. All deficiencies shall be rectified by Subcontractor within two (2) weeks of Subcontractor receiving formal deficiency reports. Deficiencies not completed as required will be completed by ROSSCLAIR Contractors Inc. /others and back charged by ROSSCLAIR Contractors Inc. to the respective Subcontractor;

13. Subcontractor shall reimburse Contractor for any costs accumulated or penalties levied against Contractor due to the negligence or non- performance of the Subcontractor, and such costs or penalties may be deducted from the amount due to Subcontractor under this Agreement. Should any delays occur to the subcontractor works, these must be notified immediately to the ROSSCLAIR Contractors Inc. Project Manager in writing indicating the reason for the delay and the impact on the completion date should the delay not be rectified.

14. All back charges by ROSSCLAIR Contractors Inc. is subject to a 15% administration fee to be charged to the Subcontractor; and

15. All invoices received by ROSSCLAIR Contractors Inc. by the 20th of each month will be included in that month's progress billing. Invoices received after that time will be included in the following month. Invoices must be submitted to both the Project Manager and Accounts Payable by email to accounts@rossclair.ca

16. All billings must refer to the Subcontract amount, and separately identify each approved Change Order, progress of the work must be shown as a percentage and cost of completed work to date. This will be paid as per Condition 7 noted above and as agreed by way of Consultant's Interim Certification of Payment for the amount certified.

A) Billings shall not include costs for Change Directives unless these have been approved by the Contractor (In writing) prior to the Billing date noted above - If these are Included in progress Billings these will be rejected and may result in payments being delayed

17. Sub-Subcontracting of any part of this Subcontract, must be in formal request to ROSSCLAIR Contractors Inc. for approval. If Sub- subcontracting takes place, it is the sole responsibility of this Subcontractor. All costs arising from the Sub-Subcontracting of any portion of the Subcontract works under this agreement will be borne by the Subcontractor. This includes, but not limited to legal expenses in the case of disputes between the Subcontractor and Sub-Subcontractor.

18. All Subcontractors under this agreement must comply with Ontario Occupational Health and Safety Act, R.S.O. 1990, c. O.1

19. For a designated LEED project, all supplied and installed work shall conform to current LEED standards.

20. ROSSCLAIR Contractors Inc. is a signatory to Local 27 and will govern accordingly as per the agreement.

21. On Signing / Accepting this Agreement you are deemed to have examined the Subcontract, Supplementary Conditions, Prime contract, Supplementary Conditions and all documents (including Drawings, Specifications, Finishes Schedules and/or any other Documents that form part of this Subcontract Agreement) but not limited to, which can be inspected by appointment during normal working hours at the office noted below.

ROSSCLAIR Contractors Inc.
59 Comstock Road, Suite 1
Toronto, ON
M1L 2G6
Phone/Fax: 416 285-0190

22. It is the responsibility of the Subcontractor to ensure that they can view and are in acceptance with all of the documents included in this Agreement prior to signing as this will constitute the final offer and

acceptance.

23. Payment cannot be issued until the Subcontractor has signed this Purchase Order to confirm acknowledgment that these documents have been received and accepted.

24. Commencement of any part of the subcontract works on site will be deemed by ROSSCLAIR Contractors Inc as contractual acceptance of this Purchase Order by the Subcontractor.

Vendor Credentials Required

- Commercial General Liability

Subcontractor shall provide Commercial General Liability insurance. Contractor, Owner and Engineer (if necessary) shall be named each as an additional insured.

- Worker's Compensation

- Form 1000

Subcontractor Form 1000

- Health & Safety Plan/Agreement

If the subcontractor does not have their own Health & Safety then they must sign our H & S Agreement acknowledging their adherence to our plan.

Contractor:

Subcontractor:

ROSSCLAIR Contractors Inc.

Consult Mechanical

Date

Date

Project: 24-101 - CITYTORO - Shelter Building Renovation
Date: 03/15/2024
Document: 24-101-024

The following contract documents are hereby incorporated by reference. These documents may be viewed online and downloaded in their entirety at: <https://rossclair.flex.redteam.com/planroom>

Enter Project Number **24-101 when accessing the online planroom.*

Name	Date	Author	Scope
_TOR.122388.0002-SPEC-20230707-2299 Dundas IFT Specifications_Compiled	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Part 1 - Request for Tenders Process REVISED	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Part 2 - Construction Agreement	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Part 3 - Drawings and Specifications	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Part 4 - Form B Bid Bond	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Part 4 - Form C Experience and Qualifications	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Part 4 - Form D List of Subcontractors Form	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Part 5 - Instructions to Pricing	2024-03-06	ROSSCLAIR Contractors Inc.	Original
_TOR.122388.0002-DWG-20230707-2299 Dundas St Shelter Reno - IFT Drawings_Compiled	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Add - Part 1 - Request for Tenders Process REVISED	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Addendum No 1	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 2 - SGMP-2299 Dundas-Aug2019 1	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 2HASP-2299 Dundas-Aug2019 1	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Addendum No 2 3	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 2 - 2299 Dundas St W_Phase II ESA_Nov 2019_opt 1	2024-03-06	ROSSCLAIR Contractors Inc.	Original

ROSSCLAIR Contractors Inc.: _____

Subcontractor: _____

Project: 24-101 - CITYTORO - Shelter Building Renovation

Date: 03/15/2024

Document: 24-101-024

Name	Date	Author	Scope
ADD 2 - Phase One ESA Report - 2299 Dundas-FINAL_	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 3 Part 2 - Construction Agreement REVISED	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 3 TOR.122388.0002-BID-20230925-DTAH-Architectural Addendum No 1	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Addendum No 3 3	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 3 - Part 3 - Drawings and Specifications REVISED	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 4 - TOR.122388.0002-BID-20230929-HIDI-Mechanical ADD-M1	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 4 - TOR.122388.0002-BID-20231003-HIDI-Mechanical ADD-M2	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Addendum No 4	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 5 TOR.122388.0002-BID-20231012-HIDI-Mechanical ADD-M3	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Addendum No 5	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Addendum No 6	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 7 TOR.122388.0002-BID-20231017-DTAH-Architectural Addendum No 5	2024-03-06	ROSSCLAIR Contractors Inc.	Original
ADD 7 -TOR.122388.0002-BID-20231018-HIDI-Electrical ADD-E02	2024-03-06	ROSSCLAIR Contractors Inc.	Original
Addendum No 7	2024-03-06	ROSSCLAIR Contractors Inc.	Original

ROSSCLAIR Contractors Inc.: _____

Subcontractor: _____

Project: 24-101 - CITYTORO - Shelter Building Renovation

Date: 03/15/2024

Document: 24-101-024

The following Attachment is hereby incorporated by reference:

Name	
1	Invoicing Standards Letter https://redteam.link/4ginek6
2	Subcontractor PO - Safety Agreement https://redteam.link/xxsogn5

ROSSCLAIR Contractors Inc.: _____

Subcontractor: _____

Quotation

October 20, 2023

To: Rossclair
Project: Shelter Renovation 2299 Dundas St West
Attention: Estimating

We are pleased to provide you with our Lump Sum **HVAC** quotation to provide labor, material & equipment for the above project as per THEHIDIGROUP drawings & specifications (M-000 | M-906) issued for tender (05/07/2023).

Lump Sum Price for the above Scope: \$1,650,000.00 +HST

Separate Price not included in lump sum for L-3 ALT (Frankie & Smartflow): \$63,885.00

Base Price Inclusions:

- Air Balance
- AC Split Units - Daikin
- Building Automation
- Baseboard Heaters
- Commercial Ceiling Fans
- Domestic Water Piping, Valves, Fittings
- Exhaust Fans
- Electric Duct Heaters
- Ecology Unit
- Excavation and Backfill (includes use of native soil for backfill)
- Expansion Tank
- Fire Dampers
- Gas Piping, Valves, Fittings
- Heat Pump Units
- Insulation
- Plumbing Fixtures
- Roof Top Units - Daikin
- Silencers
- Sheet Metal
- Storm Piping, Fittings
- Sanitary Piping, Fittings

Exclusions:

- Anything Not Listed Above
- Architectural Louvers
- Abatement
- Any' 3M Fire wrapping
- Bonding



- Cash Allowances
- Colored Equipment (Specialty colors | Finishes)
- Concrete Pads | House Keeping
- Cutting, Patching, & Coring
- Demolition – only cutting and capping of services
- Electrical
- Exterior Site Services, City Connection, Fire Hydrants, Temporary Washrooms/Gas
- Fire Protection
- Fire Pump
- Fire Suppression
- Fire Stopping
- Fire Alarm
- Fees or Costs (i.e. Permits, Licenses, or Inspections, etc.) by Authorities Having Jurisdiction Over Our Work (i.e. Municipal, Local, TSSA, Tarion, etc.).
- Removal of refuse soil from site
- Roofing, Structural Work
- Native Soil Removal
- Premium Time, All work based on regular working schedule
- Supply and Install of Cover or Guards for Thermostats
- Temporary Heating & Cooling Using Mechanical Equipment or "Early Startup"
- Undermount Sinks
- X Raying, Scanning of floors, walls, and roof

Contractual:

- Invoicing each fifteen (15) calendar days with net payment thirty (30) days of invoicing, any invoice in excess of 90 days is subject to a 2% interest charge per month to be added to the payment schedule.
- All quotes are valid for thirty (30) days of dated quotation.
- Material pricing is based on current market values and is subject to change.

We Trust that this quote meets with your approval, should you have any questions, please call the undersigned.



General Conditions Projects and Small Jobs

This agreement between:

Consult Mechanical
Hereinafter called, "Consult Mechanical"

And

The Builder, Architect, Engineer, Owner
and/or Contractor, hereinafter called, "Owner"

1. Consult Mechanical will supply all labour, materials, equipment, services, and supervision to complete all said work as described on the Quotation form and per plans and specifications where applicable, initialed by both parties for the construct of said work.

2. Owner will pay Consult Mechanical the price as stated on the quotation as follows:

a. Where holdback applies, payment shall be made on the 15th day of each month, for 90% of the value of work completed and invoiced the previous month and in all other cases, payment shall be made for 100% of the value of work invoiced.

b. The balance of the contract sum becomes due and payable on completion. Overdue accounts shall bear interest at 24% per year from the date due, before and after default.

c. Any costs incurred to enforce the terms of this contract are to be paid by the Owner.

3. Application for payment will be made by Consult Mechanical on or before the 1st day of the month setting out in detail the original contract price, the approved extras or credits, the amount of the previous payments and the net amount required to be paid.

4. Consult Mechanical shall maintain adequate insurance against claims, which may be made against it under WSIB and adequate insurance against claims which may be made against it for damages including claims for personal injury including death to any person other than its own employees, which may arise from its operation under this contract. Certificates of such insurance shall be delivered to the Owner when requested and shall be subject to approval by the Owner for adequacy of protection.

5. This contract shall ensure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors, and assigns. Consult Mechanical shall not be liable for damages caused by strikes, acts of God or any other form of delay beyond its control. If Consult Mechanical incurs additional costs caused by delays attributable to the Owner, those costs are to be paid to Consult Mechanical by the Owner as back charges.

6. Limited Warranty: Consult Mechanical agrees to repair or replace during normal working hours any part provided hereunder that is found by Consult Mechanical to be defective in material or workmanship within one year from the date of shipment on all new installations made by Consult Mechanical under this agreement. If the contract is a "repair only", warranty on parts is one year and on labour is 90 days. Warranty is void if the account is overdue and any contract may be cancelled at Consult Mechanical's discretion for non-payment. This is the only warranty extended by Consult Mechanical & Consult Mechanical shall not be responsible for any further damages.

7. The Owner agrees to operate the equipment in accordance with the manufacturer's guidelines and to perform regular preventative maintenance using qualified personnel to keep the equipment operating properly. Title to the equipment is to remain with Consult Mechanical until the contract price is paid in full and Consult Mechanical shall have the right in case of default to enter the premises and re-take and hold or re-sell equipment so removed.

8. All extensions of credit are subject to credit approval by Consult Mechanical.

HST Note: HST Extra

