



**Job** 22000143  
Enbridge Station B - 405  
Eastern Ave

**Designer** WALTER FEDY

**Bidder** Con-Sult Mechanical Inc.\*  
54 Audia Crt  
Unit 2  
Concord ON L4K 3N4  
Canada

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**ID# - Title** 7 - Architectural

**Version** 1.0

**Commander** Akshay Khuggar

**Rep** Akshay Khuggar

**Rep Mobile** -

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**Printed** 2024-10-08 14:08

**Closing** 2024-10-08 02:00:00 PM

**Specifications dated** -

**Plans dated** -

**Last addendums** -

## Base Equipment Summary

Tags	Description	Total Capacity	Spec Level
<b>Isolation &amp; Seismic Sales:</b> SKA-35-PENTHOUSE ROOM	<b>Penthouse Floating Floor Materials</b> UNKNOWN: Robust dimpled rubber pad 4' W x 15' L x 1" Thick	Each	Named Equal

**Total Bulk Price**

**\$ 13,600.00**

## Pricing Terms

HST Extra  
Freight Allowed to Site  
FOB our Factory  
No Holdbacks acceptable  
**Price is in effect for 30 days from time of quote**

# Base Equipment Details - Architectural Scope of Work

Isolation & Seismic Sales:      Penthouse Floating Floor Materials

Spec Section:    -- Penthouse Floating Floor Materials

Tags	Description	Capacity	Spec Level
SKA-35-PENTHOUSE ROOM	UNKNOWN: Robust dimpled rubber pad 4' W x 15' L x 1" Thick	Each	Named Equal

Penthouse Floating Floor (Area = 806 SF, Perimeter = 118 F)

- 2 layers of FF25, each layer is 1" thick (dimpled recycled rubber mat)
- Perimeter board (6" tall) for the perimeter of the room
- Acoustical caulking for the perimeter and penetrations only (intended for a 1/4" gap)
- Installation and material mobilization is not included

-- End of Base Equipment Detail --

# Terms and Conditions

1. Company: The term "Company" as used herein shall mean HTS Engineering Ltd.
2. Terms of Agreement: Any additional, differing, contrary or conflicting terms or conditions contained in any other document prepared, submitted or signed by the Purchaser, including, but not limited to, purchase orders, other forms of purchase or contracts, including, but not limited to, prime contracts or CCDC contracts (whether or not such terms or conditions materially alter this offer), are hereby rejected by the Company and shall not become part of the contract between Purchaser and the Company.
3. Price Policy: Price is in effect for 30 days from time of quote. All prices may be increased, depending on the date of release and/or shipment of the order, due to such events as announced increases in the Company's list prices, or increases in labour or material costs.
4. Terms of Payment: Terms of payment are subject at all times to prior approval of the Company's credit department. Terms of payment are net 30 days of the date of the invoice, unless previously otherwise agreed to in writing by the Company. If at any time the financial condition of the Purchaser or other circumstance affecting the credit decision, in the Company's opinion, does not justify continuance of production of products, shipment of products or provision of services, on the terms of payment specified, the Company may require full or partial payment in advance, or may, at its sole discretion, stop or delay production, shipment of products or provision of services. In the event of default in payment, the Purchaser agrees to pay all costs of collection incurred by the Company including, but not limited to, collection agency fees, lawyer/attorney fees (on a full indemnity basis), legal costs, and court costs. All past due amounts shall bear interest at a rate of prime plus eighteen per cent (18%) per annum, or at the highest interest rate allowed by law.
5. Shipping Terms: All shipments will be made F.O.B. Factory or warehouse with freight prepaid as quoted. All shipments will be made via a low cost common carrier and charges for special carrier services requested by the Purchaser shall be paid by the Purchaser. The Company may ship the goods in one or more lots. Such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in the delivery of any lot shall not relieve the Purchaser of its obligation to accept remaining deliveries. If, because of the Purchaser, any shipment must be diverted or returned to the Company, the Purchaser shall pay all demurrage, transportation and other costs incurred as a result thereof.
6. Storage: At the Company's sole option, and without prejudice to the Company's ability to pursue all available remedies for breach of this contract or these terms and conditions, if any goods purchased hereunder remained unclaimed by the Purchaser for 14 days after notification by the Company that they are ready for delivery, the Purchaser shall pay the Company as storage charges an amount equal to 2% of the total purchase price hereunder, per month, to be billed and paid monthly.
7. Claims: The responsibility of the Company for all shipments ceases upon delivery of the goods to the carrier. Since all goods are shipped at the Purchaser's risk, damage or shortage in transit must be filed by the Purchaser against the carrier and not the Company. Claims for factory shortages will not be considered unless made in writing to the Company within ten (10) days after receipt of the goods and accompanied by reference to the Company's bill of lading and factory order numbers.
8. Taxes: The amount of any present or future taxes applicable to the product or services shall be added to the price contained herein and paid by the Purchaser in the same manner and with the same effects as if originally added thereto.
9. Cancellations: Accepted orders are not subject to cancellation without the Company being reimbursed for any and all expenses, including overhead, and being indemnified by the Purchaser against any and all loss.
10. Shipment Dates: Shipment dates are only estimates. No contract has been made to ship in a specified time unless in writing, and signed by two (2) officers of the Company. The Company shall not be liable for any damages as a result of any delay or failure to deliver due to disapproval of the Company's credit department or due to any cause beyond the Company's reasonable control, including, but not limited to, any act of God, act of the Purchaser, governmental act, accident, labour unrest, delay in transportation, or inability to obtain the necessary labour, materials or manufacturing facilities.
11. Product Changes: In the interest of continuous product improvements, the Company reserves the right to change specifications and/or design without incurring obligation.
12. Returned Goods: Goods may not be returned except with advance written permission of an authorized Company official, and when so returned will be subject to handling and transportation charges. Authorized return goods must be shipped prepaid to the location designated by the authorization.
13. Limited Warranty: Subject to sections 14 and 15 herein, free replacement parts will be provided by the manufacturer the Company represents in the event any product supplied by the Company and used in Canada proves defective in material or workmanship for a period of twelve (12) months from the initial start-up or eighteen (18) months from the date of shipment, whichever expires sooner. Replaced parts are warranted for the duration of the original warranty period. This warranty constitutes the purchaser's sole remedy. It is given in lieu of all other warranties; express or implied. There is no implied warranty of merchantability or fitness for a particular purpose. No liability, or obligation under the Company's warranty, shall attach to the Company until the Company has been paid in full for all products and services purchased hereunder. No person has the authority to expand the Company's obligation beyond the terms of this express warranty. The Company must receive a start-up information report for goods containing motor-compressors and/or furnaces. The registration/start-up form must be completed and returned to the Company within ten (10) days of original equipment start-up, or start-up date and ship date will be deemed the same for warranty determination, and the warranty shall expire twelve (12) months from that date. Goods sold under this agreement are warranted only to the extent that the manufacturer warranted them to the Company or directly to the Purchaser.
14. Warranty Exclusions: The Company's warranty set forth in section 10 hereof, does not apply to any goods which have been opened, disassembled, repaired, or altered by anyone other than the Company or its authorized service representative; or which have been subjected to misuse, misapplication, abuse, negligence, accidents, damage, or abnormal use or service; or have been operated, installed, or start-up has been provided in a manner contrary to the Company's printed instructions. The Company is not obligated to pay any labour or service costs for removing or replacing parts, or any shipping charges. Refrigerants, fluids, oils, and expendable items such as filters are not covered by the Company's warranty. This parts warranty and any optional extended warranties are granted only to the original user. The Company's duty to perform under any warranty may be delayed, at the Company's sole option, until the Company has been paid in full for all goods purchased by Purchaser. No such delay shall extend the warranty period. For additional consideration the Company will provide an extended warranty(ies) on certain goods or components thereof. To obtain assistance under this limited warranty please contact HTS Engineering 115 Norfinch Drive, Toronto, Ontario, M3N 1W8, Tel: (416) 661-3400.
15. Limitations on Liability: The Company's liability with respect to the goods and services sold hereunder shall be limited to the warranty provided in section 10 hereof, and shall not exceed the lesser of the cost of correcting defects in the goods sold or the original purchase price of the goods, and the Company shall not in any event be liable to Purchaser or third parties for any delays of special, indirect, or consequential damages. In no event and under no circumstances shall the Company be liable for incidental or consequential damages, whether the theory be breach of this or any other warranty, negligence, or strict tort.
16. No Holdbacks: The Company does not accept any holdbacks from its billings (see "Terms of Payment" above). The Company is a supplier (not a "contractor" as defined in the Construction Lien Act) and is NOT subject to the holdback rules contained in the Construction Lien Act.
17. Waiver: No waiver, alteration or modification of these terms and conditions shall be valid unless made in writing and signed by an authorized officer of the Company.
18. Project Design and Specifications: The Company does not accept any order subject to project design and specifications. The Purchaser agrees to accept full and sole responsibility to determine whether the product ordered by the Purchaser meets the design and specification requirements of any project.
19. Permits: The Purchaser shall be responsible for obtaining all necessary permits and approvals as may be required for the installation of any goods or services provided hereunder and shall obtain the requisite permits or approvals at their own expense. The Purchaser shall indemnify and hold harmless the Company from any and all loss, cost, expense, and damages as account of any and all matter of claims, demands, actions or proceedings that may be instituted against the Company on grounds alleging that the installation of the products and services provided by the Company were completed without the requisite permits and approvals.
20. Entire Agreement: This contract and these terms and conditions shall constitute the entire agreement between the Purchaser and the Company and supersede all prior or contemporaneous oral or written agreements, representations, promises, warranties and statements of any kind whatsoever made by the Company and shall not be supplemented by any course of dealing or performance or usage of trade. There are no provisions, warranties, representations, promises or inducements except such as are expressly provided herein.
21. Severability: If any provision of this contract or these terms and conditions is held to be invalid or unenforceable, the remaining provisions shall remain unaffected, and in full force and effect.
22. Jurisdiction: This contract and these terms and conditions of sale shall be governed and interpreted by the laws of the Province of Ontario and all actions and other legal proceedings relating directly or indirectly to this contract and these terms and conditions shall be determined and brought exclusively in the courts of the Province of Ontario.