



Contract SC-25820-005

Lester Construction Group Inc
3445 Wheelton Road, Unit 130
Windsor, Ontario N8W 5A6
Phone: +1 (519) 977-1160
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Project: 25820 - SDM 1112 Interior Fit-out Windsor
4990 Tecumseh Road East
Windsor, Ontario N8T 1C2

Plumbing & HVAC

DATE CREATED:	12/18/2024	CREATED BY:	Jeremy Davis (Lester Construction) 3445 Wheelton Drive, Unit 130 Windsor, Ontario N8W 5A6
CONTRACT COMPANY:	CONSULT MECHANICAL INC. 200 Tesma Way Unit #9 Vaughan, Ontario L4K 0J9 Phone: 905-738-1400		
CONTRACT STATUS:	Approved	EXECUTED:	No
START DATE:	01/06/2025	ESTIMATED COMPLETION DATE:	
SIGNED CONTRACT RECEIVED DATE:	12/18/2024	ACTUAL COMPLETION DATE:	
DEFAULT RETAINAGE:	10.0%		

THIS AGREEMENT between Lester Construction Group Inc ("Lester") and CONSULT MECHANICAL INC. (the "Subcontractor")

Whereas Lester has entered into an agreement to complete the project described below (the "Project") with the owner of the Project (the "Owner") and requires certain services and/or materials to be provided by the Subcontractor. In consideration of the mutual covenants herein contained, Lester and Subcontractor agree as follows:

Subcontract Work

The Subcontractor agrees to supply all services, materials, labour and equipment necessary for the completion of the Project, in accordance with the specifications, drawings, and addenda as set out below and/or as was issued for tender as more particularly described as follows (the "Subcontract Work"):

DESCRIPTION OF SUBCONTRACT:

Supply all labour, materials and equipment required for all plumbing and HVAC work as per plans and specifications including but not limited to the following;

- Mechanical wiring
- 2# Air Curtains
- 2# Transfer Fans
- GRD's as per drawings.
- TAB
- HVAC Ducts c/w Insulation
- 1# Retractable Hose Reel c/w 25' Hose and Spray Nozzle.
- 2# Domestic water heaters
- Plumbing
- Trench drain as per plans

INCLUSIONS:

EXCLUSIONS:

SUBCONTRACT DOCUMENTS:

ATTACHMENTS:

[23 10 00 - Consult Mechanical.pdf](#)

Subcontract Price

The Subcontractor agrees to provide the Subcontract Work as follows:

#	SUB JOBS	COST CODE	DESCRIPTION	TYPE	QTY	UNITS	UNIT COST	TAX CODE	SUBTOTAL (EX. TAX)
1	N/A	22-220010.010 - Plumbing	Plumbing & HVAC	Subcontract	1.0	ls	\$228,392.00	HST 13%	\$228,392.00
Subtotal:									\$ 228,392.00

	Tax:	\$ 29,690.96
	Grand Total:	\$ 258,082.96

Subcontractor Obligations

The Subcontract Work shall begin no later than the Commencement Date set out above and shall be substantially performed by, on, or before the Substantial Completion Date set out above. The Subcontract Work shall include, but is not limited to completing and/or complying with the following, all in accordance with the Terms and Conditions set out below:

- 1) All components as required to ensure proper functionality of the Subcontract Work.
- 2) Submission of all shop drawings as required.
- 3) Any required special testing, inspection, or approvals.
- 4) Four (4) copies of maintenance manuals including warranty letter and all testing and inspection services.
- 5) Mandatory attendance to regularly scheduled meetings.
- 6) Mandatory attendance to the Safety Orientation Meeting.
- 7) All temporary power, fans, heaters, etc. (as applicable) to complete the Subcontract Work are the responsibility of the Subcontractor.
- 8) Trade specific clean up is required by Lester.
- 9) Any and all requirements as required by all applicable building codes and municipal, provincial and national authorities, in addition to those set out in the drawings and/or specifications, all of which are sole the responsibility of the Subcontractor.
- 10) Subcontractor First Billing Requirements.
- 11) Subcontractor Change Order Submittal Requirements.
- 12) Subcontractor Project Closeout & Holdback Requirements Checklist.
- 13) Extra's to the Subcontract Work are to be billed separately on separate invoices to be submitted by the Subcontractor.
- 14) All materials to be supplied to the project by the Subcontractor are to be FOB the Project job site.

Terms and Conditions

The following terms and conditions shall be applicable to this Agreement between Lester and the Subcontractor described on the reverse hereof.

1. CCAC: All of the terms and conditions from the Canadian Construction Association, CCA1-2008 Stipulated Price Subcontract in effect on the date that this Agreement is accepted by Lester (the "**Stipulated Price Subcontract**") shall apply by reference and be in addition to the terms and conditions contained herein. A copy of the Stipulated Price Subcontract shall be provided to the Subcontractor upon written request to Lester. In the event of a conflict between the terms and conditions of the Stipulated Price Subcontract and the terms and conditions specified, the terms and conditions herein shall govern to the extent of the conflict or discrepancy.

2. CONTRACT: Lester agrees to pay the Subcontractor for the Subcontract Work set out in this Agreement. The Subcontractor will immediately commence work, performance and/or delivery of the Subcontract Work to Lester in strict conformity with the terms and conditions of this Agreement. Any quotation, proposal offer, or purchase order submitted by the Subcontractor shall not be construed so as to incorporate any different or additional terms and conditions ("**Contradictory Terms**") to this Agreement and the Subcontractor acknowledges and agrees that all Contradictory Terms in any documentation submitted to Lester by the Subcontractor shall not form part of this Agreement, unless such Contradictory Terms are specifically made part of this Agreement in writing by both the Subcontractor and Lester. In no event shall Lester's acceptance of Subcontract Work from the Subcontractor or other action or inaction be construed as Lester's acceptance of any Contradictory Terms.

3. SCHEDULE: Lester, in consultation with the Subcontractor, may set a schedule for the completion of the Subcontract Work to be provided by this Agreement so as to meet the Substantial Completion Date. Lester may make reasonable adjustments to any set schedule so as to co-ordinate the Project at any time during the course of the Project, after consulting with the Subcontractor.

4. PAYMENT TERMS: Payment terms are "net" seven (7) days after receipt of funds from the Owner for payment of the invoice to which the Subcontractor's billing applies. Payment to the Subcontractor is conditional upon receipt of payment by Lester from the Owner for the Subcontract Work. Additionally:

- i) If the payment certifier fails to issue any certificate upon which payment shall become payable or the Owner fails to make a payment in accordance to the Project contract, an extension time of up to 90 days will be permitted for payment to the Subcontractor.
- ii) No payment will be issued to the Subcontractor for work which is not completed in accordance with the requirements set out in this Agreement.

5. TAXES and HOLDBACK: Taxes and rate of holdback will be pursuant to applicable Laws and Regulations, including, but not limited to the *Construction Act*.

6. AGREEMENT INCLUSIONS: This Agreement shall include, but not be limited to, all Instructions to Bidders, Drawing Lists, Tender Forms, General Conditions, Supplementary General Conditions, Safety and Environmental Regulations, Government Regulations/Codes, the Stipulated Price Subcontract and any other general requirements form part of the tender documents as were required by Lester for the Project.

7. SUBCONTRACTOR SUBMISSIONS: Where applicable, shop drawings, Material Safety Data Sheets and any other documentation requested by Lester relevant to the Subcontract Work provided by the Subcontractor must be submitted in advance for all materials being provided or used on the Project. In addition, if the Subcontractor is providing "on-site" labour, the Subcontractor must submit the following before commencing work on site:

- i) Workplace Safety and Insurance Board Certificate of Clearance;
- ii) Certificate of insurance indicating minimum coverage for Public Liability, Property Damage and non-owned automobile insurance of \$2,000,000 per occurrence with Lester included as an "Additional Named Insured" and shall also include Completed Operations and Product Liability extending to at least 12 months after the substantial completion of the project;
- iii) Ontario Ministry of Labour Registration of Constructors and Employers Engaged in Construction form; and
- iv) Confirmation that all employees, including delivery personnel, have been WHMIS trained.

8. INVOICE SUBMISSION & IDENTIFICATION: The Subcontractors' interim monthly invoices must be submitted to and be in the possession of Lester by the 25th of each month to cover all materials and/or services supplied within that month. Invoices received after the 25th of the month will not be processed until the following month. Lester's Project Number is to be shown on all invoices and packing slips. Lester may discount or completely disallow any invoice that is submitted beyond 90 days following the completion of the Subcontract Work.

9. SAFETY & WORK COMPLIANCE: The Subcontractor shall confine equipment, temporary work, products, waste products and debris to limits indicated by laws, ordinances, permits, or by direction of Lester. The Subcontractor shall comply with construction health and safety legislation and Lester's instructions regarding safety orientation, and health and safety policies.

10. DELIVERY: The Subcontract Work to be provided by the Subcontractor is to be commenced no later than the Commencement Date, must be made in the manner set out herein and completed by the Substantial Completion Date or within the construction schedule for the Project as dictated by Lester. Lester reserves the right to cancel this Agreement, without penalty or other costs to Lester, if delivery dates or Project schedule dates are not adhered to by the Subcontractor.

11. CHANGES: Any changes to the Subcontract Work ("Changes") must be approved in writing by Lester prior to the commencement of such Changes. Invoices for work performed or for material provided that are related to Changes will not be accepted unless they are accompanied by a separate written agreement between Lester and Subcontractor or by labour and material sheets signed by Lester. All charges or credits for Changes are subject to value analysis adjustment prior to acceptance by Lester. Mark up for approved Changes shall not exceed 10% for all approved Changes. Unless provided for elsewhere in this Agreement, the material markup is limited to 5%, labour markup is limited to 5%. The Subcontractor shall keep full and detailed accounts and records of the cost associated with Changes and shall provide Lester with copies of all accounts and records when requested.

12. WARRANTIES: The Subcontractor warrants the materials and services provided by this Agreement for a warranty period of one (1) year from the date of substantial completion as agreed between the Owner and Lester, unless specifically stated otherwise.

13. ASSIGNMENT: This Agreement may not be assigned by the Subcontractor without the prior written consent of Lester. The Subcontractor acknowledges that there is no contractual relationship between Lester and a subcontractor of the Subcontractor, or any other person performing the Subcontractor's scope of work without prior written consent of Lester.

14. TITLE/RISK OF LOSS: If this is a supply of material only" Agreement, risk of loss or damage to any materials shall pass to Lester upon delivery to the project site and only by written acceptance of same by Lester. If this is a supply and install of material Agreement, the Subcontractor retains risk of loss or damage to any goods, labour, materials and equipment until the said materials are built into the Project and accepted by the Owner.

15. HOLD HARMLESS: The Subcontractor agrees to defend and indemnify Lester and hold Lester harmless from any claim brought by any party for the alleged negligence, malfeasance or breach of duty of the Subcontractor, including, but not limited to, its subcontractors, their agents, or employees.

16. INSPECTIONS: Lester reserves the right to inspect all in-process work covered by this Agreement, off-site, on the Subcontractor's site or on a third party site. The Owner, any consultant of the Owner, Lester and any consultant of Lester shall have access, provided by the Subcontractor, to the site and performed work whenever it is in preparation or progress. If the Subcontractor covers, or permits to be covered, work that has been designated for any test, inspection, or approval the Subcontractor will, at the Subcontractor's expense, uncover the covered work to allow testing to be satisfactorily completed. After the test, inspection, or approval has been satisfactorily completed, the Subcontractor will, at the Subcontractor's expense, make good covering.

17. DEFECTS & FAULTY WORKMANSHIP: Lester shall notify the Subcontractor in writing of any defects or inadequacies in the labour and/or materials provided hereunder. The Subcontractor shall immediately take steps to rectify any defects or inadequacies identified by Lester in order to rectify such defect or inadequacies within a reasonable period of time, not to exceed ten (10) calendar days from the date of receipt of such notice to correct such defect. If corrective action is not taken by the Subcontractor, Lester may retain third persons to correct such defects and shall be entitled to backcharge the Subcontractor for the total cost thereof, plus ten (10%) percent.

18. DISPUTES: If the Subcontractor intends to dispute a written decision made by Lester in respect of the Project, it must do so within three (3) business days from receiving such decision. If the Subcontractor does not dispute the decision within such three (3) business days, the Subcontractor shall be conclusively be deemed to have accepted the decision and the Subcontractor will not be able to dispute the decision at a later date.

19. CLEANUP: The Subcontractors are responsible for the cleanup, removal and legal disposal of all debris of the Subcontractor or its subcontractors and suppliers from the jobsite on a daily basis. Failure to comply will result in the work being completed by Lester (or others) and appropriate backcharges to the Subcontractor for the total cost thereof, plus ten (10%) percent.

20. JURISDICTION: This Agreement shall be construed and enforced in accordance with the laws of Ontario and the laws of Canada applicable therein. All matters in dispute shall be adjudicated in the City of Windsor, Ontario.

21. NOTICES: Any notice to be given under this Agreement shall be in writing and shall be delivered, mailed by prepaid mail or sent by telefax or e-mail addressed to the party or parties to whom it is to be given at the address set out herein. All such notices shall:

- i) if delivered, be deemed to have been received upon receipt;
- ii) if transmitted by telefax or e-mail, be deemed to have been received on the next Business Day following the day they were sent; and
- iii) if mailed, be deemed to have been received on the fifth Business Day following the date they were mailed.

In the event of disruption of normal postal service, notice may be made by delivery, telefax or e-mail only.

Lester Construction Group Inc
3445 Wheelton Road, Unit 130
Windsor, Ontario N8W 5A6

CONSULT MECHANICAL INC.
200 Tesma Way Unit #9
Vaughan, Ontario L4K 0J9

Jeremy Davis

SIGNATURE

Dec 18-24

DATE

SIGNATURE

DATE