



Quotation

September 12, 2024,

Estimate-Project# SDM3755-Kitchener

To: Royalty General
Constructions

Project: SDM3575-Kitchener-
Tenant Fit-up

Attention:

estimating@royaltygeneral.com

We are pleased to provide you with our Plumbing and HVAC quotation to provide labor, material & equipment for the above project as per Integrated Engineers' drawings & specifications (M-1, M-2, M-3, M-4) issued for Tender on (August 27/24) and Addendum# 1

Base Price Inclusions:

- Mechanical wiring
- 3# Transfer Fans
- GRD's as per drawings.
- TAB
- HVAC Ducts c/w Insulation
- Demolition of HVAC ducts as per drawings
- 1# Retractable Hose Reel c/w 25' Hose and Spray Nozzle.
- Plumbing

Exclusions:

- All site Services, including plumbing.
- Abatement of Designated materials
- Sanitary underground piping by base building Contractor.
- Concrete Filling of the Plumbing Floor Pits-By GC
- Any' 3M Fire wrapping.
- BAS Modifications to existing if any.
- Bonding
- Building Automation
- Cash Allowances
- Colored Equipment
- Concrete Pads
- Demolition of other services
- Electrical



- Excavation & Backfill
- Exterior Site Services, City Connection, Fire Hydrants
- Fire Protection
- 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.).
- Roofing, Structural Work

Contractual:

- Invoicing each fifteen (15) calendar days with net payment thirty (30) days of invoicing, any invoice more than 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.

Regards,

MARC ROSSY
CONSULT MECHANICAL INC



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Terms and Conditions

1. Consult: The term "Consult" as used herein shall mean Consult 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.

