

November 8, 2022

Tillsonburg Community Centre

45 Hardy Avenue,
Tillsonburg, ON
N4G 3W9

Attention: Dave Boylan, Chief Operator
dboylan@tillsonburg.ca

Subject: Desiccant Dehumidifier Replacement

Mr. Boylan,

Thank you for the opportunity to provide a proposal for the replacement of the Concepts and Designs Inc. (CDI) DH-160-12-DSOBBLOCM Desiccant Dehumidifier currently serving the refrigeration plant at the Tillsonburg Community Centre. We are pleased to submit the following for your review and consideration.

Scope of Work

- Isolate and lock out electrical and gas
- Disconnect and remove the existing Dehumidifier
- Supply and install the new CDI DH-160 Dehumidifier with Diffuser
- Reconnect electrical, gas, and duct
- Commission the dehumidifier as per the manufacturer (check amperages, loads, test operation)

Clarifications

1. All work is quoted to occur during regular working hours (Monday to Friday 8:00 a.m. to 4:30 p.m. excluding statutory holidays) unless otherwise stated.
2. Shipping and rigging of the old and new dehumidifier are included
3. The dehumidifier quote is valid for 15 days
4. Estimated time of delivery 46 - 48 weeks from the date of order

COST:

ONE HUNDRED EIGHTY-SIX THOUSAND DOLLARS plus HST-----\$186,000.00 + HST

Terms

1. Acceptance of your contract offer would be conditional upon our review and approval
2. See [Appendix A – Terms and Conditions](#)

We trust the above mentioned quotation meets your requirements and look forward to your favorable response.

Yours truly,

Signed:

Chris Diamond

Signature

Refrigeration Account and Project

Representative

Black & McDonald Limited

cdiamond@blackandmcdonald.com

Phone: 519-476-6803

Name: (Print) _____

Position: _____

Company: _____

Approved Option (If applicable): _____

Purchase Order Number: _____

Copy Attached: Yes ☐ No ☐

Date: _____

Appendix A – Terms and Conditions

1. Services to be rendered and materials to be furnished (the “Project Work”) by Black & McDonald Limited (“Black & McDonald”) shall be strictly limited to those identified in the proposal attached hereto (the “Proposal”). The Proposal may be amended and the price adjusted accordingly, by mutual written consent.
2. Black & McDonald agrees to comply with all applicable safety and environmental regulations, and further agrees to assign aspects of the Project Work to personnel and/or subcontractors who are licensed, authorized and qualified to perform them.
3. Black & McDonald agrees to perform all Project Work in a careful, professional manner and to furnish materials of good quality.
4. Black & McDonald warrants materials furnished and installed under this Agreement against defects in material to the extent and for the period such material is warranted to Black & McDonald by manufacturer(s) or supplier(s) of same. Black & McDonald warrants work performed under this Agreement against defects in workmanship for a period of one year (1) commencing on the date Black & McDonald deems substantial completion of the Project Work. The Customer accepts the above warranties in lieu of any other expressed or implied warranty at law. Black & McDonald does not warrant the merchantability or fitness for use of the Project, Project Work or Proposal.
5. Customer agrees to provide the access to work areas and equipment requested, to permit Black & McDonald to perform the Project Work. Customer shall permit Black & McDonald to stop and start equipment as necessary to perform the Project Work.
6. Unless otherwise provided for in writing, the Project Work will be performed during Black & McDonald’s regular working hours, which are 8:00am to 4:30pm Monday through Friday except statutory holidays. If the Customer would like any aspect of the Project Work to be performed outside of Black & McDonald’s regular working hours, for any reason whatsoever, Black & McDonald may agree to do so, and Customer agrees to pay the difference between Black & McDonald’s local regular and premium labour rates.
7. Customer agrees to pay invoices rendered pursuant to this Agreement within thirty (30) days of receipt. Should any payment due by Customer become thirty days or more delinquent, Black & McDonald may, at its option, suspend all work, without penalty or liability until all overdue amounts have been paid, or terminate this Agreement pursuant to paragraph 8 below, in which case all amounts owed to Black & McDonald by Customer shall be immediately payable upon demand. Black & McDonald may charge interest on overdue amounts at the rate of 18% per annum.
8. In addition to the price, Customer shall pay all applicable sales, use, excise, value-added or similar tax applicable to the value, sale or delivery of any products, services or work furnished hereunder, or for their use by Black & McDonald on behalf of Customer, whether such tax be municipal, provincial or federal. Customer shall also reimburse Black & McDonald for any tax or duty imposed on Black &

McDonald to recover, recycle, reclaim, handle or dispose of any oil, refrigerant or other environmentally sensitive substance.

9. Customer shall be responsible for all costs incurred to conduct any safety test or equipment modification required by any insurance company, laboratory or governmental authority.
10. Black & McDonald's total liability under this Agreement is limited to the total amount paid by Customer to Black & McDonald for the performance of the Project Work. In no event shall Black & McDonald be liable for any consequential, indirect or incidental damages, losses, costs or expenses, including but not limited to; loss of profits, loss of anticipated profits, loss of business, loss of data, loss of use, loss of production, loss of reputation or goodwill, business interruption or inconvenience whether arising by contract, statute, tort or otherwise, whether or not Black & McDonald was notified of the possibility of such loss or damages occurring. Black & McDonald's liability for injury to persons or damage to property shall be limited to that caused directly by its negligent acts or omissions.
11. Warranties are subject to compliance with prudent industry standards of use and care in addition to all manufacturer and or Black & McDonald recommendations, instructions and requirements regarding proper use, care and maintenance of all Work, including any and all equipment, systems and materials
12. Neither party is liable for any failure nor is delay in performing its obligations where such failure or delay results from any cause that beyond the reasonable control of the Party. Such causes include, but are not limited to, fire, flood, storms, earthquakes, acts of terrorism, acts of war, pandemic, labour strike, civil unrest and power failure. If the delay continues for a period of 90 days, either party may terminate this Agreement or any portion of the Maintenance Plan with written notice.
13. From the date the Proposal is accepted by the Customer, for the duration of the performance of the Project Work and until the date that is six (6) months from the expiration of any warranty provided hereunder, the Customer shall not, without the prior written consent of Black & McDonald, solicit, hire or otherwise retain in any capacity, any employee of Black & McDonald who the Customer is dealing with or has dealt with in its relationship with Black & McDonald to facilitate the performance of this Agreement. If Customer breaches the foregoing, it shall pay within 30 days, as liquidated damages and not as a penalty for breach, an amount equal to two times the annual salary of such employee.
14. This Agreement may only be transferred or assigned with the written consent of both Black & McDonald and Customer.
15. In the event either Party has just cause, which for the purposes of this Agreement shall be restricted to a material breach of a material obligation, including default under paragraph 4 above, that party may terminate this Agreement upon thirty (30) days written notice, which shall include a detailed description of the breach, if the other party has not remedied the breach before the end of the thirty-day notice period. If Customer is or, in Black & McDonald's reasonable opinion, is about to become bankrupt or insolvent, then Black & McDonald may terminate this Agreement immediately.
16. Should this Agreement be terminated for any reason, Customer agrees to pay Black & McDonald within

5 business days the prorated price for all Project Work performed up to the date of termination and any costs related to such termination.

17. All notices required by this Agreement shall be made in writing and shall be sent by registered mail or email to the address of the party as shown in this Agreement. All notices so sent shall be deemed to have been received by the recipient on the date of delivery. The address of either party may be changed by giving to the other party written notice of the new address.
18. There are no representations, conditions, understandings or agreements except those contained in this Agreement, and there shall be no modifications, alterations or amendments thereof in any respect unless made in writing and signed by both Black & McDonald and Customer.
19. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other right or remedy, nor stop further exercise of any other right or remedy.
20. If any part of this Agreement is found to be unlawful, invalid or otherwise unenforceable, such provisions are deemed severed from the remainder of the Agreement, which shall remain valid and enforceable.
21. This Agreement is governed by and interpreted according to the laws of the jurisdiction in which the Project Work is performed. All disputes arising under this Agreement shall be heard by a court in the province in which the Project Work was performed, unless Black & McDonald provides written notice to the Customer that it wishes that dispute be heard by final and binding arbitration in same jurisdiction.
22. This Agreement may be signed in one or more counterpart and signature may be transmitted by pdf or facsimile.
23. B&M's price does not include schedule float or contingency for the unpredictable impacts of COVID-19. As such, B&M requires that the City of Hamilton will revise the form of contract, to the extent necessary, to ensure that the contractor will be able to get equitable relief for material schedule or costs impacts that may be experienced as a result of the ongoing COVID-19 outbreak.
24. All pricing has been based on the present day value of the materials (pricing valid for 10 days from above date). Due to the current volatility in the commodity pricing of metals such as copper, steel and aluminum, we cannot guarantee to hold these quoted prices for the duration of the project. If the price remains within +/- 2% of the current value the prices will remain in effect; should the cost vary by more than 2% the difference will be to the owners account (either as an extra or a credit to the quoted price).

Appendix B – Scope Division