



TERMS AND CONDITIONS

1. *This tender is based on the assumption that all plans and specifications meet all applicable codes, standards, regulations or laws, as per (the most current versions of) CCDC2 and CCA 1.*
2. *All materials will be furnished in accordance with industry-established tolerances on colour variations, thickness, size, finish, texture, and performance standards unless specified otherwise. If there are variances called for other than already outlined in the specifications, these changes may result in changes to the contract price.*
3. *Comren is not responsible for any extra charges, including, but not limited to first aid attendant, general cleaning, light, heat, power, fans, air purifiers, ventilation, lavatory and telephone facilities unless mutually agreed in contract.*
4. *Unless indicated in this quotation or mutually agreed in contract, it is assumed that hoisting, staging, and/or man lifts will be made available to Comren at a cost to the General Contractor. The provision of scaffolding is not included in the quoted price unless it is clearly indicated.*
5. *General and Trade Contractors should agree to the project schedule prior to work commencing and changes to the schedule should be mutually agreed upon. This tender is based on work being performed during regular working hours and in a continuous uninterrupted fashion. It is reasonable to expect that disruptions to the mutually agreed upon schedule may result in changes to the contract price, and should be fully discussed between the General Contractor and the Trade Contractors involved, including Comren.*
6. *This tender assumes that Comren will be provided with suitable space at the job site for storage of materials. The assigned area should be allocated for the duration of the Comren's presence on site. Relocation of the storage space should be fully discussed between the General Contractor and Comren to avoid disruption and disputes.*
7. *The warranty period with regard to the contract shall be for a period of 1 year from the date of Substantial Performance of the Work or those periods specified in the contract documents. Comren will be responsible for obtaining product warranties in excess of one year on behalf of the owner from the manufacturer. The Manufacturer shall issue these product warranties to the benefit of the Owner, if requested.*
8. *This tender is based on CCA 1 (Stipulated Price Subcontract) or CCA 17 (Stipulated Price Contract for Trade Contractors on Construction Management Contracts) un-amended form of contract. Any other form of contract may result in changes to the contract price.*
9. *All terms and conditions regarding payment should be as per CCA 1 without amendment. There shall be no holdbacks, other than that required under the Builders Lien Act.*
10. *Terms of payment is 30 days with holdback released 55 days following substantial completion of our work.*
11. *Interest shall be due and payable on any overdue amount from the date such amount become overdue until such amount is paid, whether before or after demand or judgment. The current rate of interest is 2% per month, (26.8% per annum) compounded on a monthly basis. The interest rate is subject to change on written notice from Comren.*
12. *It is preferred that the General Contractor/Construction Manager/Owner has both General Liability on a Wrap-up basis and Builder's risk (C.O.C.) Insurance, with deductibles not exceeding \$5,000.00. Prove of such insurance in the form of a certificate or cover-note may be required prior to commencement of the work.*
13. *Quotations are based upon the purchase of materials at current prices. This quotation is valid until the earlier of 30 days or until such time as the material is no longer available at the current prices.*
14. *Comren is responsible for layout of its own work, Survey requirements including layouts, benchmarks and elevations is to be provided by the General Contractor/Construction Manager/Owner unless otherwise specified.*



15. *All general site safety requirements including first aid and suitable site security, whether during regular work hours, weekends or after hours, are the responsibility of the General Contractor/Construction Manager/Owner unless otherwise specified.*
16. *Unless otherwise specified, Comren is to be reimbursed for all costs incurred for shop drawings, engineering, materials and shop labour prior to commencement of work on the site. In return, Comren will ensure the interests of the Owner are protected.*
17. *All change orders and change directives shall be subject to costs and mark-up for overhead and profit as recommended in CCA Document 16 Guidelines for Determining the Costs Associated with Performing Changes in Work (namely 20% for work done by own forces and 15% for work done by subcontractors), irrespective of any other provisions in tender documents, unless mutually agreed.*