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 **COPY**

Carmichael's Reference Number: 30040

PLANNED MAINTENANCE SERVICE AGREEMENT

Proposed for:

**Carleton Condominium Corporation #34 c/o
CONDOMINIUM MANAGEMENT GROUP
335 Catherine St Suite 200
Ottawa, Ontario K1R 6B8**

Attention: Marc Bourget
(Hereinafter called the "Client")

Branches

Belleville, Ontario
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1179 rue Parisien.
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888-509-4030
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Québec, Québec
1005 St Jean-Baptiste
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235 Emile
E8K 2B4
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800-985-5665
F.: (506) 542-1498

www.carmichael-eng.ca

Carmichael Engineering Ltd. (hereinafter called the "Contractor") proposes to furnish scheduled preventative maintenance covering the equipment as specified below, located at:

Location

**Carleton Condominium Corporation #34
665 Bathgate Drive
Ottawa, Ontario K1K 3Y4**

Equipment

(Please refer to the equipment list)

On acceptance of this proposal the Contractor will regularly inspect the above mentioned equipment **4 times per year**. On each inspection, the Contractor will perform the necessary maintenance checks and inspections required by this equipment in order to ensure efficient operation and prolong its dependability.

On completion of each inspection the Contractor will advise the Client of any repairs deemed necessary in order to maintain this equipment in proper and beneficial operation. The Contractor will improve or repair this equipment only after receiving proper authorization from the Client either at prevailing rates or upon fixed price agreement.

Emergency twenty-four hour service is available as required at premium rates for overtime.

GENERAL - The Contractor shall provide preventative maintenance commencing October 1 2015. Unless stated otherwise by written notice of termination or change, this agreement shall renew automatically. Agreement may be terminated at any time without obligation by either party, upon thirty (30) days written notice.

TERMS - This scheduled preventative maintenance will be supplied by the Contractor at the quoted sum of **Eight thousand two hundred twenty five dollars fifty eight cents** (\$8,225.58), plus applicable taxes annually, payable in **2** installment(s) of **Four thousand one hundred twelve dollars seventy nine cents** (\$4,112.79) and covering the following period from October 1 2015 – September 30 2016.

The Client in signing this Agreement acknowledges having read and accepted all the Terms and Conditions set forth, on the reverse side hereof, all of which are made part of this Agreement.

**Carleton Condominium
Corporation #34**

Carmichael Engineering Ltd.

By : _____

By : _____

Date : _____

Date : _____

TERMS AND CONDITIONS (planned maintenance service)

- 1) The contractor shall undertake and coordinate a schedule preventive maintenance program on the agreed equipment list detailed in this agreement. The maintenance services shall be performed by a qualified service technician consisting of a series of observations, readings, diagnostics, adjustments and replacement of consumable filters and lubricants determined at the discretion of the contractor or as convened with the client. After each inspection, the designated technician shall submit a copy of his inspection report to the client, reporting his observations.
- 2) The contractor will also provide diagnostic, repair and replacement services, available on a service call basis upon the client's request 24 hours per day, 7 days per week, with a standard response time of 4 hours to be billed on a time and material basis, based upon prevailing rates. After each service call, the designated technician shall submit a copy of his work order report to the client, reporting his observations and repairs. The contractor can also provide the same services on a fixed price basis.
- 3) All work will be performed during normal working hours, between 8:00 A.M. and 4:30 P.M. Monday to Friday, holidays excepted. Emergency service will be available at all other times at prevailing rates.
- 4) It is understood that the Client will operate the equipment according to the manual published by the manufacturer and according to the Contractor's instructions, and further, that the Client will notify the Contractor of any unusual conditions.
- 5) When equipment becomes obsolete, beyond normal repair, or where parts are not reasonably obtainable, replacement of such equipment shall be made at the Client's expense upon acceptance of the Contractor's prepared quotation and if not so replaced, the Contractor shall no longer be required to service or maintain such equipment.
- 6) This Agreement is for one year, and on any anniversary date, the price shown on the face of this Agreement is subject to revision in accordance with the Contractor's prevailing rates.
- 7) The Contractor shall maintain such insurance, or pay such assessments as will protect it and the Client from all claims under the Workman's Compensation Act and further from any other claims for damages, to the limit of the Contractor's insurance coverage, for personal injury, or death, and from claims for property damage, which may arise from its operation under this agreement provided that such loss is a direct result of negligence on the part of the Contractor and specifically excluded from any such claim to consequential or speculative losses.
- 8) The Contractor shall not be responsible for the performance of the client's systems. The contractor assumes no responsibility whatsoever for product losses, lost profits, production down-time costs or any other indirect losses or consequential damages.
- 9) The Contractor shall not be responsible for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement, nor shall the Contractor be held liable for any loss or damage due to delay in furnishing labour or material caused by reason of strikes or labour troubles affecting the Contractor's employees, or employees of the Contractor's suppliers or sub-contractors, delays in transportation caused by priority or preferences rating on orders or regulations established by any Government authority or by unusual delays in procuring supplies or for any other cause beyond the Contractor's reasonable control.
- 10) This proposal shall become a contract solely between the two parties if accepted by the Client and approved by an authorized representative of the Contractor. Failure on the part of the client to make payments of each invoice be it for maintenance or repairs shall relieve the contractor of their obligations under this agreement.
- 11) There are no other parties to this agreement. It shall automatically renew at the end of each term, but may be terminated AT ANY TIME without obligation, by either party, UPON THIRTY (30) DAYS WRITTEN NOTICE.
- 12) The Client agrees to assume all costs relative to service calls or extra work duly requested and authorized by its personnel on a time and material basis, whether submitted in writing or verbally.
- 13) The Contractor reserves the right to sub-contract specialties or portions of the agreement outlined overleaf when so necessary
- 14) It is the responsibility of the Client to ensure access to this equipment for proper scheduled performance of the maintenance inspections. Time lost will be charged in addition to quoted costs should this access be restricted without prior written notice.

Addenda

- The preventive maintenance will include approximately 46.5 hours each year.
- A service inspection report is left on site after each inspection,
- Carmichael will cover all manufacturer warranties,
- Annual boiler maintenance material is included
- Belts and filters for both the Dectron unit and the Make Up Air Handler are included in this agreement
- The preventative maintenance of the three (3) fans in the lower garage level and the three (3) fans in the upper garage level will be serviced in April in combination with our HVAC maintenance.
- The preventative maintenance also includes the calibration of the gas detection system(s). The gas detection systems = (8) units in the lower garage and (8) units in the upper garage. (see attached terms and conditions of calibrations)
- A standard service call response time of approximately 4 hours,
- 2 qualified technicians will be assigned to your site and regular maintenance,
- A technical sales representative will be assigned to your site to ensure quality maintenance and to assist with all enquiries.

Equipment List

Equipment Description	Manufacturer	Model Serial	Quantity	Date of Visit	Filter				Location	Inspection	
					Size	Media	Quant	# of changes		A	O
DHW Boiler #1	RAYPAK	MOD: WH3-0752B SER:	1	9, 1	NA	NA	NA	NA	PENTHO USE		O
DHW Boiler #2	RAYPAK	MOD: WH3-0752B SER:	1	9, 1	NA	NA	NA	NA	PENTHO USE		O
HEATING BOILER #4	RAYPAK (2MILL BTUH)	MOD: H9201 2B (160 PSI) SER:	1	9, 1	NA	NA	NA	NA	PENTHO USE		O
HEATING BOILER #3	RAYPAK (2MILL BTUH)	MOD: H9201 2B (160 PSI) SER:	1	9, 1	NA	NA	NA	NA	PENTHO USE		O
HEATING BOILER /2	RAYPAK (2MILL BTUH)	MOD: H9201 2B (160 PSI) SER:	1	9, 1	NA	NA	NA	NA	PENTHO USE		O
HEATING BOILER /1	RAYPAK (2MILL BTUH)	MOD: H9201 2B (160 PSI) SER:	1	9, 1	NA	NA	NA	NA	PENTHO USE		O

MUA UNIT	UNKNOWN	MOD: TBD SER: TBD	1	9, 12, 3, 6	NA	NA	NA	NA	PENTHO USE		O
POOL BOILER #5	RAYPAK (750K BTUH)	MOD: WH30 7828 SER:	1	9, 1	NA	NA	NA	NA	BASEME NT		O
POOL BOILER #4	RAYPAK (750K BTUH)	MOD: WH30 7828 SER:	1	9, 1	NA	NA	NA	NA	BASEME NT		O
DHW BOILER #3	RAYPAK (750K BTUH)	MOD: WH3- 0752B SER:	1	9, 1	NA	NA	NA	NA	BASEME NT		O
STORAGE TANK	HOT WATER STORAGE TANK	MOD: 29621 -B SER:	1	9, 1	NA	NA	NA	NA	BASEME NT		O
DEHUMIDI FIER POOL	DECTRON	MOD: DS- 040- 203 SER:	1	9, 12, 3, 6	NA	NA	NA	NA	BASEME NT		O
LOWER GARAGE FAN 1	TBD	MOD: TBD SER: TBD	1	4	NA	NA	NA	NA	LOWER GARAGE		O
LOWER GARAGE FAN 2	TBD	MOD: TBD SER: TBD	1	4	NA	NA	NA	NA	LOWER GARAGE		O
LOWER GARAGE FAN 3	TBD	MOD: TBD SER: TBD	1	4	NA	NA	NA	NA	LOWER GARAGE		O
UPPER GARAGE	TBD	MOD: TBD SER:	1	4	NA	NA	NA	NA	UPPER GARAGE		O

FAN 1		TBD									
UPPER GARAGE FAN 2	TBD	MOD: TBD SER: TBD	1	4	NA	NA	NA	NA	UPPER GARAGE		O
UPPER GARAGE FAN 3	TBD	MOD: TBD SER: TBD	1	4	NA	NA	NA	NA	UPPER GARAGE		O

A = Annual Inspection

O = Operational Inspection

Date of visit: This column indicates the month when the visit will happen. Example, number 3 means that the visit will be in March