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|--------------------------|---|--------------------|----------------|
| To: | Municipality Of Huron Shores | Contact: | Craig Coventry |
| Address: | 7 Bridge Street, PO Box 460 Iron Bridge, ON P0R 1H0 CANADA | Phone: | (705) 843-2033 |
| | | Fax: | (705) 843-2035 |
| Project Name: | Dean Lake Road Bridge Bridge Budget | Bid Number: | P25-09-69 |
| Project Location: | Dean Lake Road Bridge, Huron Shores, ON | Bid Date: | 9/26/2025 |

This letter sets out our Offer to undertake between Priestly Demolition Inc. (hereinafter known as "PDI"), as your **contractor**, a **project** that is described below. The scope of work for this project is described below and will include the items listed as **Included** and will not include those listed as **Excluded**.

Acceptance of this Offer as confirmed by your signature as indicated below will create a legally binding contract. Until such time as another contract document may be agreed to by both parties to supplement or replace this Offer, we will proceed with the project strictly in accordance with the terms and conditions in this letter and its attachments. We cannot initiate our mobilization and commence the work until we have your written acceptance.

| Item # | Item Description | Estimated Quantity | Unit | Total Price |
|--------|---|--------------------|------|----------------|
| 1 | Bridge Superstructure Demolition Budget Supply All Labour, Equipment And Material To Remove And Dispose Of The Bridge Superstructure. Note: PDI Will Need To Remove Trees To Create Access On The North West Corner. Note: Demolition Plan; Water Protection; Northwest Corner Access; - <u>Included</u> . Note: Substructure Removals; Excavation; Landscape Rehab; - <u>Not Included</u> . | 1.00 | LS | \$1,795,000.00 |

Notes:**• General Terms and Conditions**

- H.S.T./Taxes are not included in the Contract Price stated in the Offer.
- The Offer is subject to revision or withdrawal if not accepted within 30 days
- Unless otherwise stated in the Offer, the cost of permits is not included in the Offer.
- Unless otherwise stated in the Offer, the cost of bonds is not included in the Offer.
- The Offer Letter accompanying these General Conditions shall have priority over all other contract documents, to the extent of any conflicts.
- Unless otherwise stated in the Offer, the Contract Price is based on: (a) One (1) mobilization by PDI; (b) satisfactory access to the work site being provided to permit PDI to complete the work; and, (c) the readiness of the site for PDI's work to enable it, once mobilized, to work continuously and without interruption and to complete its work based on the sequence of operations determined by it, failing which the Client shall pay for PDI's additional expenses at PDI's Standard Unit Rates.
- Unless otherwise stated in the Offer, the Contract Price is based upon the performance of PDI's work using only day shift labour, charged at normal straight time hours of work, in accordance with its collective agreements.
- PDI is not responsible for delays due to strikes, fire, flood, accident or other causes beyond its control. For delays caused by the Client, the Client shall pay PDI for its additional expenses as extra work and/or demobilization and remobilization costs at PDI's Standard Unit Rates as set out in its Unit Pricing Schedule.
- All work not clearly identified as PDI's work in PDI's Offer is extra work for which the Client shall pay at PDI's Standard Unit Rates. The Client shall review and confirm the accuracy of PDI's work records daily.
- Unless otherwise excluded in the Offer, PDI shall have full legal title to, and exclusive beneficial interest in, all building materials, equipment and by-products of demolition ("salvaged material") from the property, which shall include the right to dismantle, remove, and sell such salvaged material, and to retain all proceeds of sale or other disposition. Responsibility, title, and all interest in salvaged material shall pass to PDI when such material ceases to be permanently installed or affixed to the real or immovable property. Storage and transportation of salvaged material for the benefit of any party other than PDI is not included in the Offer.
- PDI carries liability insurance, property damage insurance, and other insurance whose coverages and amounts are appropriate to its activities. A Certificate of Insurance can be provided to the Client on request. Any insurance policy issued to PDI in which others are named as additional insureds, is effective only with respect to liability arising out of PDI's negligence.
- Where the project is related to loss or damage covered by insurance and you are the insured person, by signing the Offer, you assign to us the proceeds of any claim made on that insurance. You authorize us to submit our invoices directly to the insurer for payment provided that you will remain responsible to the extent that there is any balance of our account (including HST), still outstanding after payment by the insurer.
- Unless otherwise stated in the Offer, the following are not included in the Offer: Permits; disconnecting, capping and/or relocating of existing utilities and services; removal of aboveground or underground tanks and cisterns; backfilling; compaction; compaction testing; grading; dewatering; environmental protection; water protection; consultant's reports.
- Pre-inspection survey of the condition of neighbouring or adjacent properties is not included in the Offer. Unless otherwise stated in the Offer, shoring, underpinning and/or damage protection of neighbouring or adjacent properties is not included.
- Unless otherwise stated in the Offer, underpinning of existing structures, as well as repairs and the making good of remaining structures and lands, are not included in the Offer. Engineering and/or design of any structures, buildings, etc., or any portions thereof remaining after completion of the project, is not included in the Offer.
- PDI shall not be responsible for damage, disruption or displacement of or to existing properties, structures, facilities or services, caused or contributed to by vibrations caused by it; Client shall indemnify and hold harmless PDI for all claims relating to such damage, disruption or displacement.
- Unless otherwise stated in the Offer, PDI shall not be required to minimize or control noise and/or vibration and/or emissions from its operations or equipment, provided that noise/emissions/vibrations comply with applicable laws and regulations.
- Unless otherwise stated in the Offer, PDI will not relocate, remove or dispose of, on or off site, any contaminated substances or products, subject waste, or other materials designated or regulated as hazardous, as per Ontario regulation 347. Where substances designated under occupational health or safety legislation are present on the property, PDI will not commence work until Owner provides a written report(s) showing the extent and location of such substances. Whether any such substances, wastes, or materials are known to be present or are discovered, PDI will not be responsible for costs incurred to address such substances, wastes, or materials.
- Should PDI encounter unforeseen or undisclosed conditions once work is commenced that materially affect PDI's scope of work and/or the completion of the project, PDI will advise the Client. Such conditions include, but are not limited to, those hidden at time of inspection or not referred to on drawings or in specifications. The cost of any extra work or expense required to address and/or remedy such conditions is not included in this Offer.
- On-site supervision will be provided by the client at its own expense
- Site preparation, continuous site maintenance and continuous site access to enable PDI to perform its work, including the installation, operation and removal of its equipment and vehicles will be provided by the client at its own expense.
- All site dewatering and unwatering including ground water and surface water will be provided by the client at its own expense.
- Inspections, analysis, reporting, testing (including concrete testing), pre-construction surveying, shoring system monitoring, vibration monitoring, design check engineering and QVE certification. Verification and approval of founding materials and elevations. Will be provided by the client at its own expense.
- Protective measures or materials to address cold weather, frost, snow, rain, wind and erosion will be provided by the client at its own expense.
- Electricity, night floodlighting, site security, portable toilets, sanitary services, hand wash facilities will be provided by the client at its own expense.
- We use our best efforts to verify information received for the purpose of providing a quote, however, we reserve the right to amend our quote and/or contract if such information is later found to be materially inaccurate or misleading.

Payment Terms:

- Standard Unit Rates for payment to PDI for all extra work and standby time shall be the rates for equipment, labour and materials set out by PDI in its current Unit Pricing Schedule and which are hereby incorporated into the agreement between PDI and the Client.
- Where an amount of any payment has been retained by the Client as a holdback under relevant construction lien legislation, such amount will be paid to PDI no later than 45 days after substantial performance of the scope of work set out in this Offer.

- Where work extends beyond **30 days**, PDI shall be entitled to progress payments on account of the contract price, subject to the statutory holdback amount of 10%. Progress payments are payable monthly in amounts that are either (i) proportionate to the work completed, (ii) reflect the time and materials expended, or (iii) are otherwise agreed to in advance on a Schedule to these General Conditions.
- The prices included in this Quote are calculated using the average fuel cost of the previous month
- A fuel surcharge will apply when the average monthly delivered cost of fuel is higher than the fuel cost at time of estimate.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

Priestly Demolition Inc.

Authorized Signature: _____

Estimator: Cameron Steven
(416) 717-4288 csteven@priestly.ca