



APCHQ

ASSOCIATION PROVINCIALE
DES CONSTRUCTEURS D'HABITATIONS
DU QUÉBEC INC.

COST PLUS CONTRACT OF ENTERPRISE

(Modified by Habitation Plani-Conseil Inc.)

This document may be used for residential or commercial **renovation** or **construction** work. For building covered by the Regulation respecting the guarantee plan for new residential buildings, join the appropriate Guarantee Contract.

IMPORTANT NOTICE: This document is not to be used by a contractor acting as an itinerant merchant within the meaning of the *Consumer Protection Act*. In such a case, the relevant contract with respect to an itinerant sale may be obtained from your regional association office.

1. IDENTIFICATION OF THE PARTIES

CONTRACTOR

Business Name Habitations Plani-Conseil Inc.
Project manager's Name Luc Gendron or the person he expressly designates
Address 10120, Rancourt
City Montréal Postal Code H2B 2N9
Telephone 514-277-3217 Fax 514-277-5354
E-mail travaux@planiconseil.com and the email address of any other person designated in writing, if applicable
R.B.Q. No 8337-1112-29

CLIENT

Name Joe
Name Tremblay
Address 123, Street
City Montreal Postal Code G1Q 1Q9
Telephone 514-123-4567
Telephone
E-mail travaux@planiconseil.com
CAA :
If one or more other persons constitute the "Client" in this Agreement, all such other persons shall provide their information and coordinates in line with the above fields in a schedule to this agreement.
Any notice, demand letter, legal proceeding or other communication may be validly sent, notified or served by email to the above email address and the Client expressly consents to this.

2. DESCRIPTION OF IMMOVEABLE

Address
City
Lot number : Land registry :

3. OBJECT OF CONTRACT

3.1 Type of work

☒ Residential ☐ Commercial ☐ Condominium ☐ Other (specify) :

3.2 Description of included work

The Contractor undertakes to effect the following Work:

Basement renovation work.

Preparation of architectural and structural plans.

Drafting of the scope of work.

Preliminary budget estimate and presentation of project specifications to the client.

Execution of the work following client approval.

3.3 Contractor's Undertakings

The Contractor shall provide the following to effect the Work:

☒ Labour ☒ Building materials ☒ Tools ☒ Equipment

☐ Other (specify) :

The Contractor shall supervise the Work and shall at all times for the duration of the Work maintain on the work site a qualified representative, who shall act as the Contractor's mandatory and have binding authority towards the Client.

3.4 Fourniture de matériaux par le client

Additional management and administrations fees of 5% applies when client supply materials or equipments.

3.5 Services

The parties agree that the services and sanitary utilities required for the execution of the Work and to meet the needs of the work force shall be provided as follows:

Water :

Electricity :

Toilets :

CLIENT

☐

CLIENT

☒

☒

☐

CONTRACTOR

☐

☐

☒

3.6 Exclusions to contract of enterprise

The following items are specifically excluded from the Work to be executed under this Agreement, to wit:

Electro supplied by client

4. BEGINNING AND END OF WORK

4.1 Beginning and end of work

The Contractor shall begin the Work on or about **15 septembre 2026** and shall end same on or about **28 mai 2027**

5. CONTRACT PRICE

5.1 Cost plus

The Contract Price that the Client agrees to pay to the Contractor, shall be calculated as follows (check an option):

☒ The Cost of the Work, plus a percentage of 30%, and the applicable taxes;

5.2 Cost of the Work

For the purpose of calculating the Contract Price under section 5.1, the Cost of the Work shall include the following, without taxes, to wit: (check all that apply):

- ☒ Salaries and fringe benefits paid to workers directly employed by the Contractor for the execution of the Work, based on an hourly rate which appears from the **List of the Hourly Rates** and is attached to this Agreement as **Schedule A**.
- ☒ The contributions, income taxes or taxes related to employment insurances, to RRQ, to CNESST and to CCQ, if these cost are related to the labor and to the employees of the contractor for the execution of the works;
- ☒ Subsistence and travel expenses paid to the Contractor's workers and employees as per the rates set by the Collective Bargaining Agreement applicable in the sector relevant to the Work;
- ☒ Cost of building materials, hardware, equipment, services and temporary installations and hand tools that are not owned by workers, including transportation and maintenance costs and that are used to execute the Work;
- ☒ Cost of tools, machinery and equipment used to execute the Work;
- ☒ Cost of any contract or covenant, whether verbal or in writing, entered into by the Contractor and its sub-trades and suppliers with respect to the Work;
- ☒ Cost of any inspection, expertise or test conducted by independent specialists for the execution of the Work;
- ☒ Cost for the removal of waste and scraps;
- ☒ Cost of long distance phone services with respect to calls and faxes, messenger service fees, photocopy and reproduction costs with respect to documents related to the execution of the Work;
- ☐ Others costs (specify):
- ☐ Others costs (specify):
- ☐ Others costs (specify):

5.3 Interpretation

No cost estimate, whether partial or complete, verbal or in writing, that may be forwarded by the Contractor to the Client, whether before or after entering into this Agreement, shall be construed as an intention by the parties to enter into an agreement for a fixed or maximum price.

Unless a contrary written agreement concerning the present, this agreement shall not be construed as being a contract for a fixed price.

Moreover, **Schedule B** hereto contains terms and conditions that are additional to those contained in this document. These terms and conditions shall be considered in any interpretation of this Agreement and form and integral part hereof as if recited at length herein.

5.4 Contractor's Rebates

All discounts or refunds on purchases related to the work completion and coming from suppliers or sub-trades, shall belong to the Client, except annual volume refunds, which shall belong to the Contractor.

6. TERMS OF PAYMENT

6.1 Down Payment

Upon signing this Agreement, the Client shall pay the sum of \$10 000, as a down payment on the Contract Price

6.2 Progressive Payments

The balance of the Contract Price shall be payable as per the advancement of the Work, as follows (check the applicable option):

☒ Weekly, every Friday;

Payments shall be due and exigible upon receipt of the Contractor's invoice. Each invoice will include the amount of the Cost of the Work corresponding to the progress of the Work as of the end of the period covered by a given invoice, plus the agreed upon percentage.

Our invoices can be paid by cheque or bank draft. Invoices under \$2,000.00 can be paid by Interac transfer to the following address:

mrioux@planiconseil.com

The last invoice shall make reference to the down payment and same shall be deducted from the invoiced amount on such last invoice.

6.3 Accounting and Right to Audit

The Contractor shall maintain a complete and detailed register comprising all documentation related to the Work, including all invoices, time sheets, work orders, purchase orders, quotations, sub-contracts, letters, plans, notes, instructions, receipts or proofs of payment, that are required to establish and justify the Cost of Work.

The Contractor shall, upon demand, provide the Client with a copy of all documents and support with respect to the Cost of Work and invoicing, the whole within 5 work days.

6.4 Interest on Arrears

Any arrears on amounts due by the Client to the Contractor under this Agreement shall bear interest from the date payment is due at the monthly rate of 1.5% compounded monthly, corresponding to the rate of 18% per annum, without prejudice to any of the Contractor's other rights or recourses.

7. GENERAL TERMS, SCHEDULES AND FORMS

The Client declares having read, understood and accepted each and every clause of this Agreement including the General Terms, and all Schedules and Forms related thereto and that form an integral part of this Agreement, and the Client agrees to be bound thereto. In case of inconsistency or conflict between the clauses of the General Terms, of a Schedule and of this Agreement, the parties agree that the clauses of the Schedules or of this Agreement shall have precedence over those of the General Terms.

8. AUTRE ENTENTE NULLE ANY OTHER AGREEMENT VOID

This Agreement cancels any previous verbal or written agreement.

9. COMING INTO FORCE

This Agreement comes into force at the date it is signed.

10. PERSONAL INFORMATION

In keeping with the Act Respecting the Protection of Personal Information in the Private Sector (R.S.Q., c. P-39.1), the Client agrees and consents that the Contractor obtain from third parties, or collect and communicate to interested third parties, any relevant personal information for the purposes of this agreement including a satisfaction survey.

11. ELECTION OF DOMICILE

For the purpose of any claim or lawsuit related to this Agreement, the parties irrevocably accept that the judicial district of **Montréal**, province of Québec, Canada, shall be the exclusive proper district for the hearing of any such claim or lawsuit, to the exclusion of any other judicial district that may otherwise have jurisdiction over such dispute pursuant to any applicable provisions of law.

12. SOLIDARITY AND SIGNATURES

If more than one person signs this Agreement as Client, each person is solidarily responsible towards each other of the Client's obligations under this Agreement, the General Terms, the Schedules and the Forms. Further, these parties designate each other as their mandatary for the purposes of this Agreement.

And the parties have signed, in _____, on **Select a date**

SIGNATURES

Contractor

Client

Per :

Duly authorized representative

(name)

(name)

NOTICE : If this Agreement deals with the construction of a new building, the Contractor is bound to comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, and to ascertain the client's identity. The Client(s) consent to provide the Contractor with the following information, and to provide a copy of a government issued identification card with a photograph:

Client :

Date of birth :

Client :

Date of birth :

Occupation / Principal Business:

Occupation / Principal Business:

G1. NOTICES AND DEFAULTS

G1.1 Where Notice Given

Any notice pursuant to this Agreement shall be validly given if in writing and by a means of communication that allows the party giving the notice to prove its delivery to the other party, at the address set forth in the Agreement.

G1.2 Avis et droit à un délai raisonnable

A party to this Agreement may constitute the other party in default of its obligations under this Agreement or under Law, by way of a written notice requiring such party to remedy and cure its default. Such notice shall set out the nature of the default or defaults and shall give the defaulting party a delay of 7 days from receipt of the notice to cure such default or defaults.

Where it is impossible for the defaulting party to remedy the situation within the required delay, then such party shall establish that appropriate measures will be undertaken within a reasonable delay in order to cure the default or defaults.

G1.3 Default by Contractor

The Contractor shall be deemed in default should any one of the following occur, to wit:

- G1.3.1** The Contractor fails to execute the Work required of him in compliance with this Agreement, with the Law or with generally accepted trade practices;
- G1.3.2** The Contractor is unduly late in providing the labour, equipment and materials required for the proper execution of the Work under this Agreement;
- G1.3.3** The Contractor compromises the safety of the work site or of its workforce

G1.4 Default by Client

The Client shall be deemed in default should any one of the following occur, to wit:

- G1.4.1** The execution of the Work is suspended for 30 days or more, where such suspension results from the Client's decision or from a decision or order by a tribunal, a government body or a public-law corporation and that such decision or order does not issue from the Contractor's fault or negligence;
- G1.4.2** The Client is in default to fulfil its obligations under this Agreement, notably any default in the payment of any monies when due under this Agreement.

G2. TERMINATION AND SUSPENSION BY THE CONTRACTOR

G2.1 Termination or Suspension with Notice Of Default

Where the Client fails to remedy a default within the delay set out in the notice of default given pursuant to section G1.2 the Contractor may, at its prerogative, suspend Work until the Client has remedied its default or, terminate this Agreement by forwarding to the Client a notice to that effect. In case of such termination, this Agreement shall be deemed to be terminated as of the date set out in the notice of termination.

G2.1.1 Exception in case of default in payments by Client

Where the Client is in default of making any payment, the Contractor may immediately suspend Work by giving a notice to that effect pursuant to section G1.2, and such suspension shall continue until the Client has remedied such default.

G2.2 Act of God or Unforeseen Events

The Contractor reserves the right to suspend Work or terminate this Agreement without prior notice, whether before or during the execution of Work, upon the occurrence of any unforeseen discovery or any other Act of God or superior force.

Situations beyond the control of the parties to this Agreement shall be deemed to be an Act of God or superior force and shall include, without limiting the generality of the foregoing: any unavoidable accident, war, revolution, flood, fire, strike or other work conflict, default of any supplier of goods or services,

unavailability of public utilities, lateness of inspections by a lending creditor or, any regulation, legislation or ordinance from any level of government.

G2.3 No Liability

No liability may lie against the Contractor due to the suspension of Work pursuant to this Agreement. In no case may any penalties, expenses, costs or damages resulting from any such suspension be claimed from the Contractor, including any claim for lateness.

G2.4 Entitlement to Payment

Where this Agreement is terminated due to a default by the Client, the Contractor shall be entitled to the payment of the value of all the Work effected until the date of the cancellation, and to the payment of an indemnity equal to all losses resulting from the cancellation of this Agreement.

In all cases, the Contractor may retain all down payments and other payments made by the Client, as compensation for any prejudice suffered, the whole without prejudice to any of the Contractor's rights and recourse, including the right to claim compensation of any further prejudice.

G3. TERMINATION BY CLIENT

G3.1 Termination with Notice Of Default

Where the Contractor fails to remedy a default within the delay set out in the notice of default given pursuant to section G1.2 the Client may, at its prerogative, suspend any progressive payment due until the Contractor has remedied its default or, terminate this Agreement by forwarding to the Contractor a notice to that effect.

G3.2 Unilateral Termination by Client

The Client may terminate this Agreement unilaterally and for any reason, by forwarding a written notice to that effect to the Contractor.

Where the Client avails himself of the right to unilateral termination, then the Client shall pay to the Contractor all actual fees and expenses incurred, the value of all Work effected and, the value of materials provided as of the date of the termination.

~~The Client shall further pay to the Contractor an additional indemnity equal to 25% of the value of the Work that remains to be effected as at the date of the termination, over and above any further damage that the Contractor may have suffered, the whole as a penalty. For the purpose of this section, the Agreement shall be deemed to terminate at the date set out in the notice of termination.~~

G4. TERMINATION AS OF RIGHT BY THE PARTIES

Any party may terminate this Agreement, with no prior notice or demand, should any one of the following occur, to wit:

G4.1 Bankruptcy or Insolvency

Should any party become insolvent, be declared bankrupt, be subject to a petition in bankruptcy or make a general assignment of its assets in favour of its creditors;

G4.2 Trustee

Should a receiver, a trustee or other person having similar powers be appointed to have the seisin, in whole or in part, of the business or assets of either party;

G4.3 Dissolution or liquidation

Should a party be dissolved or liquidated, whether voluntarily or by adjudication.

G5. DELAY IN EXECUTION OF WORK

The Contractor shall not be liable for any delay in the execution of the Work, where such delay results from a failure by the Client to fulfill its obligations under this Agreement or these General Terms, or from an Act of God or any other reason beyond the control of the Contractor which shall include, without limiting the generality of the foregoing: any unavoidable accident, war, revolution, flood, fire, strike or other work conflict, default of any supplier of goods or services, impossibility to obtain materials under reasonable conditions within the terms of the "Substitution of Materials" clause, impossibility to obtain services under reasonable conditions, unavailability of public utilities, lateness of inspections by a lending creditor or, any regulation, legislation or ordinance from any level of government.

G6. PERMITS

The Client declares having verified and ascertained that the property wherein the Work is to be effected is in compliance with municipal zoning by-laws and that, if and where required, the Client has obtained from the municipality or any other competent body, the authorization to build, demolish, modify, repair or expand the property in question.

Upon a specific request by the Client, the Contractor shall obtain all the permits, licences and certifications required by the competent body to effect the Work stipulated in this Agreement. Unless agreed otherwise, any and all costs associated with obtaining such permits, licences or certifications shall be borne by the Client.

G7. INSURANCE

G7.1 Liability Insurance

Prior to the commencement of Work, the Contractor shall prove to the Client that it holds adequate general liability insurance with respect to the Work to be effected. Upon written demand by the Client, then the Contractor shall provide the Client with a copy of the insurance policy.

G7.2 Fire Insurance

The Client agrees to notify in writing the insurance provider for his building of the works carried out by the Contractor. A copy of the notice given to the insurer shall be provided to the Contractor by the Client, prior to commencement of the works.

G8. WORK SITE MAINTENANCE

The Contractor shall maintain the work site reasonably clean and shall prevent the accumulation of waste materials and scraps. Any salvageable construction materials shall be the property of the Contractor, who shall have the right to dispose of same at its discretion.

G9. SUBSTITUTION OF MATERIALS

Where certain materials to be used for the execution of the Work are no longer available within the required time-frame, or are not available under reasonable conditions, the Contractor may substitute same for materials of equivalent quality and nature, under reserve of giving notice to the Client at least 48 hours in advance. The Client may object to such substitution. In such case, however, the Client hereby accepts, in advance, both any delay in the delivery of the immovable without any claim or recourse against the Contractor and, to bear any increase in the cost of the materials affected by the objection to substitution.

G10. ADDITIONAL COST OF PUBLIC UTILITIES

Should any government body or authority impose, decree or levy, whether by law, regulation or administrative decision, with respect to the immovable upon which the Work is to be effected, any new tax, or any new analogous fees or costs for public utilities or infrastructures, the Client shall pay for same or reimburse the Contractor any part thereof paid on behalf of the Client.

G11. SOIL

G11.1 Contaminants

Where applicable, the Client declares and accepts that it is responsible for the presence, on and in the immovable, of any pollutants or contaminants within the purview of the *Environment Quality Act*. The Client undertakes to assume all costs associated with any obligation to decontaminate the immovable where the Contractor is to execute the Work.

G11.2 Characterization

Where the soil's nature or properties causes additional work or unforeseen upon entering into this Agreement to become necessary, the Client shall assume all additional costs associated with such work that are not included in this Agreement.

G12. ACCEPTANCE OF WORK

The Client is bound to accept the Work when work is completed. Work is completed when the Work has been produced and is ready to be used for its intended purpose. Delivery of the immovable and acceptance of the Work shall be confirmed in the document entitled "Acceptance of Work Attestation", that shall be signed by the Contractor and the Client and appended as a Schedule to this Agreement to form an integral part thereof.

G13. RESERVATION

The Contractor undertakes to re-do, correct or complete Work for which a reservation is made in writing on the "Acceptance of Work Attestation", inasmuch as a written agreement is entered into by the parties with respect to such Work, and such agreement shall be appended as a Schedule to this Agreement to form an integral part thereof.

G14. SUFFICIENT SECURITY

With respect to section 2111 of the *Civil Code of Québec*, and insofar as the Contractor is accredited under a guarantee plan administered, the Client recognizes and accepts that such guarantee plan is sufficient security in regards to:

- Any reservation made with respect to any repair or correction of poor workmanship apparent at the time of the building's reception; and
- Completion of Work on the immovable, whether seasonal or not, where such Work is covered under the guarantee plan.

As a result, the Client undertakes to make no withholding of any monies owing as the price of this Agreement.

G15. WARRANTIES

All Work effected by the Contractor under this Agreement is covered by all warranties set out in the Civil Code of Québec.

G16. DISPUTE RESOLUTION

The Contractor and the Client may, by agreement, submit any dispute with respect to the interpretation or application of this Agreement to a jointly chosen mediator. In such case, the parties agree that the costs of such mediation shall be borne equally by the Contractor and the Client.

G17. INCREASE IN LABOUR COSTS

In the event that the Contractor's labour costs increase due to an amendment of the work conditions under the private sector Collective Bargaining Agreement applicable to the Work, prior to the reception of the Work, then the Contractor shall be entitled to increase the price and cost of this Agreement, under reserve of providing the Client with justification of same.

G18. SUBSTITUTIONS AND MODIFICATIONS

The Client may request substitutions in materials or modifications to the Work under this Agreement, provided that any such substitutions or modifications are made in writing on the "Agreement Amendment" form, which shall be signed by the Contractor and the Client and be appended as a Schedule to this Agreement to form an integral part thereof.

G19. WORK SITE VISIT

In cases which permit of it after beginning of Work and before the acceptance of same, the Client shall obtain the Contractor's authorization prior to visiting the work site. The Client shall abide by all rules of safety and conduct applicable to construction sites. Such authorization shall be granted only during business hours.

G20. EVIDENCE OF SOLVENCY

Upon written request by the Contractor before or during the execution of Work, the Client shall forthwith provide evidence of solvency that is sufficient to meet the payments under this Agreement as they become due.

Schedule A

LIST OF HOURLY RATES 2026

(revised June 19, 2026)

Labor rate

Project planner	Hourly rate
Junior planificator (R, J1)	\$ 80
Intermediate planificator (J2, J3)	\$ 95
Senior planificator (S, Cf)	\$ 110
Chief planificator	\$ 137
Assistant Controller	\$ 100
Labor for CCQ works, commercial / institutional	Hourly rate
Team or group leader	\$ 115
Carpenter	\$ 115
Apprentice 3	\$ 100
Apprentice 2	\$ 90
Apprentice 1	\$ 85
Labor for CCQ works, light residential	Hourly rate
Team or group leader	\$ 115
Elite Carpenter	\$ 115
Carpenter	\$ 110
Elite Apprentice 3	\$ 105
Apprentice 3	\$ 100
Apprentice 2	\$ 90
Apprentice 1	\$ 85

Applicable management and administration fees
Cost plus contract

Project value before tax	Approximate duration	Management and administration rate included in the total bill	Rate applicable on the known costs of a cost plus contract
Less than \$ 1 999	Less than 1 week	50 %	100 %
\$ 2 000 \$ to \$ 9 999	Less than 2 weeks	33 %	50 %
\$ 10 000 \$ to \$ 49 999	Less than 3 weeks	29 %	40 %
\$ 50 000 \$ to \$ 99 999	Less than 4 weeks	26 %	35 %
\$ 100 000 \$ to \$ 199 999	1 to 3 months	23 %	30 %
\$ 250 000 \$ to \$ 999 999	2 to 8 months	20 %	25 %
\$ 500 000 \$ and more	6 months plus	17 %	20 %
Applicable when client supply materials or equipments			+5%

Schedule B

ADDITIONAL TERMS AND CONDITIONS TO THE CONTRACT

1. The wages, benefits and/or costs related to the services necessary for carrying out the Work are invoiced to the Client for the establishment of the Cost of the Work on the same terms and conditions as those provided for in the main contract document (the "Contract") at article 5.1. These services may include, without limitation and without limiting what is contained in the Contract (see article 5.2 of the Contract):
 - i. Creation of plans and/or workshop drawings;
 - ii. Presentation of documents, coordination and / or travel related to planning;
 - iii. Design, choice of materials and management of special orders (materials or assemblies that are not stock at retailer or that are specific to the project);
 - iv. Drafting the task descriptions;
 - v. Estimating the cost of required resources (such as general costs and fees, materials, labour, equipment and/or sub-contractors);
 - vi. Travel time (for the collection of materials or for the mobilization of an employee working on another project to this project); and/or
 - vii. Investigation and expertise analyses and reports.
2. Conversely, the salaries, benefits and/or costs related to the management and administration of the project are included in the percentage specified in the Contract at article 5.1. Project management and administration includes:
 - i. The opening of the file and disclosures required by the regulatory framework involved;
 - ii. The coordination and management of the Contractor's employees;
 - iii. The communications and onsite meetings with the Client;
 - iv. The creation and updates of the work-completion calendar;
 - v. The coordination and management of the resources required to carry out the project (excluding materials or assemblies described in point 1 iii.);
 - vi. The health and safety control measures on construction sites;
 - vii. The quality control measures for the Work;
 - viii. The contract-related accounting and production of weekly invoicing;
 - ix. Customer service following the Work; and/or
 - x. The costs of the administrative office, licenses, insurance fees and accreditations necessary to carry out the Work.
3. Unless expressly agreed to otherwise, the hours of work are only as follows:
 - i. The "Standard Work Week" is from Monday to Friday, from 7:00 a.m. to 6:00 pm, and includes maximum limits of 10 hours per day, 50 hours per week and 80 hours calculated over all periods of two weeks; and
 - ii. Statutory holidays and vacations are excluded from the Standard Work Week.

If the Client wishes the Work, or part of the Work, to be carried out outside the hours of the Standard Work Week, a request must be made in writing to the Contractor. In the event of the Contractor's consent, time worked outside the Standard Work Week will be paid to all employees and billed to the Client as overtime, accordingly with the collective bargaining agreement for the applicable sector of the construction industry, by the Contractor.

4. For the Works, the working hours worked by the employees employed by the Contractor and affiliated entities are invoiced as follows:
 - i. Working hours are compiled with reference to tasks as described in the software program chosen by the Contractor and such program remains at the Contractor's absolute discretion;
 - ii. An employee who travels to the worksite covered by this Agreement is billed to the Client for a minimum of 4 hours;
 - iii. In order to avoid any confusion, breaks, as provided for in the applicable collective bargaining agreement not taken in the afternoon for the purpose of efficiency, which remains at the employee's discretion, are remunerated and so billed to the Client;
 - iv. Every Thursday morning, employees meet from 6:00 a.m. to 7:00 a.m. to coordinate and discuss the progress of projects, which includes the work under this Agreement. The travel time of the employees to the worksite is remunerated and billed to the Client from 7:15 a.m. until the arrival at the worksite.
 - v. For each employee who has worked on the Work, timesheets are compiled each week following a work week (running from Sunday to Saturday);
5. In order to avoid any confusion and in full transparency, the hourly rates for the employees directly employed by the Contractor (see Schedule A) include:
 - i. Salary, benefits and contributions related to the Contractor's employees;
 - ii. The costs of the means of transportation, the means of communication and mobile management, the security equipment and the tools described in Schedule C;
 - iii. The costs of training, uniforms, acts of recognition and bonification plans.
6. The responsibility and liability of the Contractor:
 - i. The Contractor will be responsible for correcting, at his own expense, any damage resulting from his negligence;
 - ii. However, the Contractor will not be liable for any damage if it has taken commercially reasonable measures to prevent the damage. In such a case as where the commercially reasonable measures have been taken, the Contractor will repair such damage and the repair will be part of the work of this contract. For greater clarity, it is understood that preventative measures that would cost more than the reasonably foreseeable damages that could occur if not for the preventative steps, the whole in the reasonable opinion of the Contractor, are beyond commercial reasonableness;
 - iii. The work will be carried out according to the plans and specifications provided or approved by the client, unless the contractor advises otherwise as to the feasibility of the aforesaid plans and specifications. For greater clarity, where there is an absence of aesthetic specification, the Contractor will proceed with the work according to its own judgement.
 - iv. The time worked to correct negligent work is billed normally (as described in section 4), then credited in full.

Schedule C

(revised February 24, 2018)

1. Employees working for Habitation Plani-Conseil Inc. must have a vehicle, means of communication, personal protection equipment and tools, as described in this document.
2. Equipment and specialized tools not appearing in this list may be rented, by the employee, and billed to the account designated by Habitation Plani-Conseil Inc., for the duration of the relevant work to be performed.

Required Vehicle for All

The vehicle must be in good working order and allow for the transport of the Required Tools for All (see list entitled "Required Tools for All"). A tool is made available to the employee in order to be able to benefit from the tax deductions to which they are entitled by recording the kilometers traveled as part of their work.

Required Means of Communication for All

- Smart phone with voicemail. A waterproof case is strongly recommended.

Protection Equipment Required (by the CCQ)

- Steel-toed and steel-soled shoes, CSA Z195-M1984;
- Work gloves to reduce the risk of hand injuries and chemical-resistant rubber gloves;
- Safety helmet, CSA Z94.1-M1977;
- Safety glasses, CAN / CSA Z94.3-M88;
- P100 dust mask with interchangeable filter;
- Safety harness CAN / CSA Z259.10-M90, energy absorber CAN / CSA Z259.11-M92 and lanyard or compliant hose reel CAN / CSA-Z259.1-95;
- ACNOR Z94.2-M1984 Ear protector;
- Raincoat and warm clothing.

Required Tools for All (by the CCQ)

The tools described below must be of professional quality and comply with the relevant construction industry standards. They must be transported at all times by the employee to the site where he works and leave the site at the end of the work day (in case the employee should be mobilized to another site).

Standard Mandatory Tools:

- Nail bag and tool box;
- Lead pencil and chalk line;
- Imperial measuring tape, 16 and 30 feet;
- Hammer of at least 16 ounces;
- "Olfa" knife with interchangeable ¾ inch wide blade;
- Utility drywall saw;
- Set of screwdrivers and pliers for multiple uses (electrician's pliers, long nose pliers, etc.);
- Set of flat wood chisel;
- Carpenter's square;
- Crowbar for small (very thin) and large finishing carpentry;
- Demolition crowbar over 24 inches.

Regarding the following, please see the alternatives in Supplementary Standard Tools:

- Tool box;
- Hole punch;
- 24" level;
- Plumb-bob;
- Large Square;
- Compass;
- Stapler;
- Sheet-metal scissors;
- Small finishing saw;
- Carpentry saw;
- Hacksaw.

Supplementary Standard Tools (Voluntary Choice)

- Laser level to replace the 24 "level, plumb line, compass and large square;
- Wrench set for hex bolt and adjustable wrench;
- Allen and Tork key set, imperial and metric;
- Cement spatula with joint 1.5 inch and 3 inches;
- Stepladder at least 48 inches and at most 72 inches, grade-1;
- Screwdriver and bit set (including 1/4, 5/16 et 3/8 bit for metal sheet screws), battery-powered, preferably 2, to replace the toolbox, the punch, the stapler and the sheet metal chisel;
- 90 degrees screwdriver adapter for narrow spaces.
- 300ml sealant gun;
- One painter's canvas at least 8x12, clean, for protection;
- Reciprocating saw to replace the hacksaw, carpenter's ego and finishing ego;
- One extension of at least 25 feet;
- "Fein"-type oscillating tool and set of accessories;
- Round steel shovel.

Group Tools

The tools described below must be of professional quality and comply with the relevant construction industry standards. They must be transported at all times by the employee to the site where he works and leave the site at the end of the work day (in case the employee should be mobilized to another site).

Tools for Preparation, Protection, Demolition and Maintenance:

- 1- 10x12 painter canvases;
- Weight of at least 10 pounds;
- Steel square shovel;
- Concrete drill and set of bits;
- 4½ grinder;
- Street brooms, household brooms, dust pan and cloth;
- Professional quality construction vacuum cleaner with filter assembly;
- Wheeled cart for moving furniture;
- Climbing equipment, type ladder of at least 19 feet, grade-1;
- Two sturdy 50-foot ropes of at least ½ in. in diameter.

Carpentry Tools:

- Levels: 6, 24 and 48 inches;
- Large Square;
- Geometric compass;
- Round saw;
- Bench saw;
- 900ml sealant gun;
- T-50 manual or battery powered stapler;
- Quick Drive screwdriver;
- Set of wood bits and cutters from 1/32 to 6 inches;
- Set of metal bits from 1/16 to 1/2 inch;
- Compressor sufficient for at least 2 tools, 2 hoses at least 25 feet, 1 Y-union for two tools and 1 blower tool;
- Air-pressure framing nailer.

Electric Tools:

- Electrical current tester;
- Tools to draw the wires;
- Electrical tape.

Plumbing Tools:

- Monkey wrench;
- Pipe cutter for copper;
- Hacksaw;
- Elbow hose clamp for "speed way";

Wallcovering Tools:

- • 10 or 12-inch cement joint spatula;
- • Tray for cement joints;
- • Gypsum screwdriver;
- • Gypsum router;
- Angle Brush ½ and 2 to 3 inches;
- Roller handle, 1 roller and a paint pan;
- Two adjustable supports for small loads (drywall);
- One set of indoor wheeled scaffolding.

Tiling Tools:

- Manual ceramic cutter of at least 24 inches;
- Electric cement mixer (low speed);
- 1/8 serrated spatulas, square spatulas ¼x¼, 3/8x3/8 and ½x½;
- Spreader and grout sponge;
- Set of ceramic wicks and cutters of ¼, 3/8, ½, 5/8, ¾, 1, 1¼ inches;
- Two 5-gallon boilers and 1 small grout boiler.

Finishing Carpentry Tools:

- Wood chisel set;
- Punch;
- Scale protractor (fausse équerre);
- Jigsaw;
- Miter saw and radial swivel at least 12 inches;
- Spinning top, set of common bits and bench for spinning top;
- Electric planer;
- Finishing nailers 18 and 23 “gage” “pin gun”;
- Orbital sander and ribbon sander;
- Greenhouse set;
- Plate joiner.

Exterior Coating Tools:

- Sheet-metal scissors: left-turn scissors, right-turn scissors and large straight-line scissors;
- Pliers to bend sheet metal;
- Gun for commercial sausage sealer and set of chopsticks for smoothing;
- Plastic hammer for colored finishing nails;
- Mortar spatula: spatula for 10mm round joint and 10mm cat tongue spatula.

Habitation Plani-Conseil Inc. Equipment:

- 10 non-slip protective mats for passage;
- Prevention kit;
- Two safety helmets in the event a safety helmet is forgotten or neglected by an employee or subcontractor.

Tools and equipment's owned by Plani-Conseil that is rent to the client when needed

The following tools and equipment's can be rent to the client by Habitation Plani-Conseil, subject to availability and in compliance to the following conditions.

Daily, weekly and monthly rental costs are established annually and aim for a discount of approximately 15% compared to our supplier Simplex. The management and administration fees described in section 5.1 of the contract applies.

Delivery and pick up (flat rate according to perimeter)

0Km à 25Km from Plani-Conseil office, 50\$ each

25Km à 50Km from Plani-Conseil office, 100\$ each

Plieuse à aluminium :

Day	Week	Month
61,65\$	211,11\$	529,66\$

Purificateur d'air HEPA (filtres achetés et vendus séparément)

Day	Week	Month
44,20\$	126,99\$	328,19\$
Conduit pour purificateur		
16,07\$	48,20\$	103,28\$

Aspirateur HEPA (sacs et filtres achetés et vendus séparément)

Day	Week	Month
64,60\$	192,78\$	452,88\$

*Inclus manche et conduit