



J. & P. Leveque Bros. Haulage Limited
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Tel: 613-332-5533 Fax: 613-332-0497

TERMS AND CONDITIONS OF CONCRETE SUPPLY

Concrete for the above project shall be supplied under the Performance Specification as per CSA A23.1.

Leveque Bros. agree to provide materials and product as per CSA A23.1.

Leveque Bros. will accept responsibility for the concrete "as delivered" to the project, however, if the load is tempered in any way by the Contractor, the Contractor will bear responsibility for the performance of the concrete.

All concrete field and laboratory testing shall be done according to CSA A23.1/2. Leveque Bros. will not accept testing that is not in compliance with CSA A23.1/2.

All concrete shall be ordered with the proper information (as per RMCAO Concrete Submission Form) as determined by the contractor and concrete supplier.

Prices quoted are for concrete slumps up to and including 100mm, higher slumps will require plasticizer or water reducer.

When a target slump is specified, the as delivered slump may be 25mm +/- the target slump (target slump \leq 75mm), when a target air content is specified, the as delivered air content may be 2% +/- the target air content (target air content \leq 5.5%). 48h notice prior to each pour is required, 96 hours if the pour is over 100m³.

Unrecoverable costs that are incurred if a project or pour is cancelled within 24 hours shall be charged to the contractor.

All quotes include 19mm stone and Type 10 Cement unless otherwise specified.

DELIVERY CONDITIONS

1. The purchaser agrees to provide suitable entrances and exits, roadways and access points of delivery.
2. If, in our opinion, entrances, roadways or access points are not suitable, the concrete trucks will not proceed past the curb line.
3. If a purchaser orders delivery past the curb line, the owner assumes all liability for damage to curbs, sidewalks, driveways or any and all other property.
4. If an owner orders delivery past the curb line, the owner is held liable for injury or damages caused to employees or trucks as a result of any contravention of OSHA Regulations.
5. If a truck is required to be towed out of a job site, the owner shall pay for the cost.
6. The purchaser is responsible for the removal of soil tracked onto the roadway.
7. The purchaser shall provide a signaler for backing up the truck.
8. The purchaser shall provide a signaler for job-site exit onto streets, roads or highways.
9. The purchaser shall not add any materials or ingredients to the truck.
10. The contractor shall identify an environmentally acceptable area for truck wash out.
11. Any concrete that exceeds specification time limits (e.g. CSA or OPSS) shall be immediately returned to the plant with any remaining concrete being charged to the contractor.
12. Prices quoted are for deliveries from Monday to Friday 7:00 am to 5:00 pm excluding weekends and holidays.

Prices are based on loads of not less than 3 cubic meters. Under load charges will be assessed \$150 per load.

Prices quoted herein are based on prompt unloading of trucks. A truck held at the job beyond the maximum of 13 minutes/cubic meter will be charged at a rate of \$1.50 per minute.

The quantity shown on the delivery ticket shall be considered conclusive evidence of the quantity delivered unless reported at the time of delivery.

GENERAL

1. This quotation is valid for a period of 30 calendar days from date of tender award, and the prices will apply for the duration of the project or unless otherwise stated.
2. The prices quoted are subject to change in provincial sales tax or other taxes payable in respect of the above material or ingredients.
3. This quotation is subject to credit approval of the purchaser.
4. The company will not be liable for delays in deliveries caused by a failure of plant or transportation facilities, strikes, accidents or any other cause beyond our control.
5. All concrete will be manufactured and supplied according to Ontario Building Code and CSA A23.1/2.
6. Concrete Testing that does not conform to CSA A23.1/2 shall not be considered valid.
7. CMATS™ shall be used for recording and reporting of all test results.
8. If concrete is ordered with parameters outside those specified in the CSA or OPSS, the contractor shall test a trial batch on site to ensure conformance with all requirements.

ALTERNATE SPECIFICATION

The purchaser may, if they choose, specify the Prescription Specification as per CSA A23.1 prior to the award of supply, and be solely responsible for the performance of that concrete supplied to the project.