



Verona Ontario Apartments

**6094 Carleton Dr.
Verona, Ontario.**

Volume 1

DIVISION 0 - BID FORMS

2026-05-07

Project Number 2026-1A

PART 1 - GENERAL**1.1 INVITATION****.1 Bid Call:**

- .1 Ensure offers are signed under seal, executed, and dated and shall be addressed to:

Kingston & Frontenac Housing Corporation
Attn: Scott VanderSchoor, Director of Assets &
Development
119 Van Order Drive
Kingston, ON, K7M 1B9

.2 Closing time:

- .1 This will be a two (2) part closing:

Part 1: **Bid form, security deposit, bonds and insurances:** 3:00:00pm June 18th 2026

Part 2: **Appendix A and Appendix B:** 4:00:00pm, June 18th 2026

- .2 Offers submitted after closing time will be returned to Bidder unopened.
- .3 Amendments to submitted offer will not be permitted.

.3 Bid opening:

- .1 Bids will be opened privately and the bid results shall be e-mailed to all bidders.

1.2 INTENT

- .1 Intent of this Bid call is to obtain a stipulated sum offer for a 28-unit apartment building at 6094 Carleton Drive.

1.3 CONTRACT DOCUMENTS IDENTIFICATION

- .1 Contract Documents are identified as:

Verona Apartments
Kingston & Frontenac Housing Corporation

1.4 CONTRACT/BID DOCUMENTS**.1 Definitions:**

- .1 Contract Document: defined in CCDC22020
- .2 Bid Document: Contract Documents supplemented with Instructions to Bidders, Bid Form, and Bid Supplementary Forms identified.
- .3 Bid, Offer, or Bidding: act of submitting an offer under seal.
- .4 Bid Price: monetary sum identified in Bid Form as an offer to perform Work.

.2 Availability:

- .1 Drawings will be sent to the prequalified bidders as well as the Kingston, Ottawa, Toronto construction associations.
- .2 The prequalified bidders are:
 - .1 MBC
 - .2 Wemp and Smith Construction
 - .3 Freecon Construction Limited
 - .4 Buttcon Holdings

- .5 Emmons & Mitchell Construction Limited
- .6 Bourgon Construction
- .3 Only bids from the prequalified bidders will be accepted.
- .3 Examination:
 - .1 Upon receipt of Bid Documents verify that documents are complete.
 - .2 Immediately notify Consultant upon finding discrepancies or omissions in Bid Documents.
- .4 Queries/Addenda:
 - .1 Addenda may be issued during the Bid Period to respond to questions from Bidders or to impart additional information by the Consultant.
 - .2 Clarifications requested by Bidders are to be received no later than, **June 8th, 2026 at 4:00pm**
 - .3 Responses to queries will be issued in the form of a written addendum.
 - .4 Direct queries in writing to:

Scott Vanderschoor (svanderschoor@kfhc.ca)
Marisa Simonini (marisa@goproma.com)
- .5 Addenda form part of the Contract Documents. Include cost of work outlined in addenda in Bid Price.
- .6 Verbal responses are non-binding – only issued addenda shall be considered in Bidder's offer.
- .5 Product/System Options:
 - .1 Where Bid Documents stipulate a particular product, alternate products will be considered by Consultant if:
 - .1 Alternatives submissions are to include all technical data required and listed in the referenced specification section for both the specified product or system and the proposed product or system. Provide additional information on both specified and proposed products or systems as required for proper review. Failure to provide the required information will result in the request for alternative being rejected.
 - .2 Provide information in chart format with side by side comparison with specified products or systems.
 - .3 Provide all additional information required by Consultant. Failure to provide the required additional information will result in the request for alternatives being rejected.
 - .4 Submittals to be made in electronic PDF file format.
 - .5 Substitution submittals are not to be considered shop drawings. Proper full submittals of all information required by the referenced specification sections are still required.
 - .2 Only products and systems specified or indicated as acceptable alternates are to be included in the BID submittal. Any alternative carried as part of the BID submittal that has not been previously approved by addendum will be rejected. No increase in BID or contract cost will be accepted due to this rejection.

1.5 SITE ASSESSMENT

- .1 Bidders Briefing:
 - .1 **Thursday, May 21, 10:00AM.** This will be a conference call / MS Teams meeting. The details of the meeting will be sent to each bidder prior to the meeting.

.2 Site Review:

- .1 Bidders can conduct a site review as necessary. The land is open and available for viewing without coordination requirements with Kingston & Frontenac.

1.6 BID SUBMISSION

.1 Bid Ineligibility:

- .1 Bids that are unsigned, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may be declared informal at Owner's discretion.
- .2 Bids with Bid Forms and enclosures which are improperly prepared may be declared informal at Owner's discretion.
- .3 Bids that fail to include insurance requirements may be declared informal at Owner's discretion.

.2 Submissions:

- .1 Bidders are solely responsible for delivery of their Bids in manner and time prescribed.
- .2 Improperly completed information or other irregularities may be cause for Bid to be declared informal by Owner.

1.7 BID ENCLOSURES/REQUIREMENTS

.1 Security Deposit:

- .1 Not applicable

.2 Agreement to Bond:

- .1 Submit with Bid Form and Bid Bond, Agreement to Bond, stating that surety providing Bid Bond is willing to supply:
- 50% Labour and Materials Payment Bond
 - 50% Performance Bond
 - 10% Bid Bond
- .2 Include cost of bonds in Bid Price.

- .3 Insurance:
 - .1 Provide signed "Undertaking of Insurance" on standard form provided by insurance company stating intention to provide insurance to Bidder in accordance with insurance requirements of Contract Documents including \$10,000,000.00 wrap-up liability insurance.
 - .2 KFHC will supply and pay for both **Wrap up Liability** and **Builders Risk insurance** for this project.
- .4 Bid Form Requirements:
 - .1 Indicate where requested on Bid Form the time required to complete the Work.
 - .2 Consideration will be given to time of completion when reviewing Bids.
- .5 Bid Signing:
 - .1 Bid Form to be signed under seal by Bidder.
 - .2 Sole Proprietorship: signature of sole proprietor in presence of witness who shall also sign. Insert words "Sole Proprietor" under signature. Affix seal.
 - .3 Partnership: signature of all partners in presence of witness who shall also sign. Insert word 'Partner' under each signature. Affix seal to each signature.
 - .4 Limited Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.
 - .5 Incorporated Company: signature of duly authorized signing officer(s) in normal signatures. Insert officer's capacity in which signing officer acts, under each signature. Affix corporate seal. If Bid is signed by officials other than President and Secretary of company, or President-Secretary-Treasurer of company, copy of by-law resolution of Board of Directors authorizing them to do so must also be submitted with Bid in Bid envelope.
- .6 Appendices to Bid Form:
 - .1 Appendix A - Subcontractors: include names of Subcontractors and portions of Work Bidder will perform.
 - .2 Appendix B - Separate Itemized Prices, Unit Prices

1.9 OFFER ACCEPTANCE/ REJECTION

- .1 Duration of Offer:
 - .1 Bids to remain open to acceptance, and irrevocable for 90 days after Bid closing date.
- .2 Acceptance of Offer:
 - .1 Owner reserves right to accept or reject any or all offers.
 - .2 After acceptance by Owner, Consultant will issue written Bid acceptance to successful Bidder.
 - .3 After a Bid has been accepted, all submitted Bid securities will be returned to the unsuccessful Bidders.
 - .4 The Owner reserves the right to:
 - .1 Cancel the Tender at any time prior to acceptance of a Bid;
 - .2 Evaluate submissions based on past performance, timely project completion, appropriate manpower, equipment and facilities;
 - .3 Reject any or all Bids;
 - .4 Cancel any order if the goods or services are unsatisfactory;
 - .5 Accept the Tender in whole or in part;
 - .6 Not accept the lowest or any Tender.
- .3 Except as expressly and specifically permitted in these Instructions to Bidders, no Bidder shall have any claim for any compensation of any kind whatsoever as a result of participating in this Tender, and by submitting a Bid each Bidder shall be deemed to have agreed that it has no claim.

1.1 BIDDER IDENTIFICATION

.1 Name of Bidder:

.2 Address of Bidder:

1.2 DELIVERY OF BID FORM

.1 We hereby deliver our Stipulated Sum Bid to:

Bid - Part 1

Kingston & Frontenac Housing Corporation

**Attn: Scott VanderSchoor, Director of Assets &
Development**

**119 Van Order Drive
Kingston, ON, K7M 1B9**

1.3 BID PRICE

.1 We, the undersigned, declare that we have carefully examined the Contract Documents and Addenda issued and having examined the Place of Work, and examined all conditions affecting the Work; hereby offer to enter into a Contract to perform the Work required by the Contract Documents for the Bid Price of:

dollars (\$_____ + HST) in Canadian funds, which price includes all applicable custom duties, overhead and profit, insurance premiums, permits, and all other charges at the date of this Bid, and is not subject to revisions due to changes in the cost of labour, materials or other items, and is exclusive of any Value Added Taxes.

Note, the building permit ONLY will be paid for and obtained by the Owner.

1.4 MASTERFORMAT

1.5 VALUE ADDED TAXES

.1 The Bid Price does not include the Harmonized Sales Tax (HST).

1.6 COMPLETION OF THE WORK

.1 We undertake to commence the Work within one (1) week of notification of award and to complete the Work within _____ weeks.

1.7 VALIDITY OF BID

.1 Our Bid and separate prices will remain in good standing for 90 days after the closing date of Bids.

1.8 ALLOWANCES

- .1 We confirm that we have included the following allowances in our Bid Price:
- .1 Inspection and testing: \$60,000.00
 - .2 Utilities Hydro One: \$25,000.00
 - .3 Interior Signage: \$15,000.00
 - .4 Soil Testing Around Foundation: \$10,000.00
 - .5 Water Pump & Treatment: \$150,000.00
 - .6 Communications and Security: \$15,000.00
 - .7 Damproofing Allowance \$20,000.00

1.9 ADDENDA

- .1 We acknowledge receipt of the following Addenda issued during the Tendering period:
- .1 Addendum No. _____ dated: _____
 - .2 Addendum No. _____ dated: _____
 - .3 Addendum No. _____ dated: _____
 - .4 Addendum No. _____ dated: _____

1.10 PERFORMANCE BOND, LABOUR, AND MATERIALS PAYMENT BONDS

- .1 We agree to provide the required 50% Labour, and Materials bonds as described in the Supplementary Conditions.
- .2 We agree to provide the required 50% Performance bonds as described in the Supplementary Conditions.
- .3 We agree to provide the required 10% Bid bonds as described in the Supplementary Conditions.

1.11 INSURANCE

- .1 Enclosed with our bid is the signed "Undertaking of Insurance" on standard form provided by insurance company stating their intention to provide insurance as described in the Supplementary Conditions.

1.12 SIGNATURE OF BIDDER

Dated this _____ day of _____ 2020.

Company _____

Address _____

Phone : () _____

Fax: () _____

Signature: _____

Name & Title _____

Witness _____

Name & Title _____

1.1 BIDDER IDENTIFICATION

.1 Name of Bidder:

.2 Address of Bidder:

1.2 DELIVERY OF BID FORM

.1 We hereby deliver our Stipulated Sum Bid to:

Bid - Part 2**Kingston & Frontenac Housing Corporation****Attn: Scott VanderSchoor, Manager of Technical Services****119 Van Order Drive****Kingston, ON, K7M 1B9****1.3 VALIDITY OF BID**

.1 Our Bid and separate prices will remain in good standing for 90 days after the closing date of Bids.

1.4 ENCLOSURES

.1 Please find enclosed with this Bid Form - Part 2, the required Appendix A and Appendix B.

1.5 SIGNATURE OF BIDDER

Dated this _____ day of _____, 2020.

Company _____

Address _____

Phone : () _____

Fax: () _____

Signature: _____

Name & Title _____

Witness _____

Name & Title _____

SEAL (if a Corporation)

1- GENERAL**1.1 GENERAL**

- .1 Document Appendix A, List of Sub-Contractors Appendix, shall form an integral part of the Bid Form.
- .2 Upon request by Owner, submit qualification forms for listed Sub-Contractors.
- .3 Once accepted, the listing must not be changed unless agreed upon in writing by the Owner.
- .4 All work of the trades listed below must be carried out by a Sub-Contractor who must be listed below.
- .5 The Bidder declares that it has ascertained to its complete satisfaction that the Sub-Contractors listed are fully acquainted with the extent and nature of the Work involved and of the proposed Construction Schedule.
- .6 The Owner reserves the right to accept or reject any proposed Sub-Contractors in accordance with the procedures set out in G.C. 3.7.3 and 3.7.4 (CCDC#2).
- .7 The Owner may reject a bid based on non-compliance appendix A.

1.2 MANDATORY SUB-TRADES

SUB-TRADE	NAME OF SUB-CONTRACTOR

1.3 LIST OF SUB-CONTRACTORS

- .1 Fill out any Sub-Contractors who will be used in the Work of this Contract:

SUB-TRADE	NAME OF SUB-CONTRACTOR
The work listed below must be completed by a sub-trade experienced and skilled in the scope of work listed.	
Civil work	
Masonry	
Truss	
Vinyl windows	
Asphalt shingles	
Mechanical	
Electrical	

Plumbing	
Framing	
Millwork	

1- GENERAL

1.1 GENERAL

- .1 Document Appendix B, List of Separate Prices, Itemized Prices, and Unit Prices shall form an integral part of the Bid Form.
- .2 Prices will remain in good standing for 90 days after the closing date of Bids.
- .3 The Prices below do not include the Harmonized Sales Tax (HST).
- .4 The Owner has the right to select any or none of the separate prices listed below.

1.2 SEPARATE PRICE #1 - POWDER COAT BALCONY GUARDS

- .1 Prepare all Juliette balconies as required / recommended for powder coat paint finish. Finish with powder coat paint system for exterior and high traffic use, colour: black.
 - .1 ADD \$ _____ to the Stipulated Sum.

1.3 SEPARATE PRICE #2 - FORCEMAIN

- .1 Provide a separate price to replace the forcemain.
 - .1 ADD \$ _____ to the Stipulated Sum.

1.4 ITEMIZED PRICE #1 - SANITARY

- .1 Provide itemized price for replacing the existing sanitary line.
 - .1 ADD \$ _____ to the Stipulated Sum.

1.5 ITEMIZED PRICE #2 – PRIMARY DUCT BANK

- .1 Provide an itemized price for a new primary duct bank, including concrete pad and bollards.
 - .1 ADD \$ _____ to the Stipulated Sum.

1.6 UNIT PRICE #1 – EMT CONDUITS

- .1 Provide a unit price for supply and installation of EMT conduits per 10 ft. length.
 - .1 ADD \$ _____ to the Stipulated Sum.

1.7 UNIT PRICE #2 – WIRING IN CONDUITS

- .1 Provide a unit price for supply and installation of wiring in conduits per 10 ft. length.
 - .1 ADD \$ _____ to the Stipulated Sum.

1.8 UNIT PRICE#3 - DAMPPROOFING

- .1 Provide a unit price per linear foot for dampproofing
 - .1 ADD \$ _____ to the Stipulated Sum.

1.9 UNIT PRICE#4 – Weeping Tile

- .1 Provide a unit price per linear foot for Weeping tile
.1 ADD \$ _____ to the Stipulated Sum.

1.10 UNIT PRICE#5 – 150 mm diameter sanitary sewer pipe

- .1 Provide a price per unit metre of sewer pipe foot for Weeping tile
.1 ADD \$ _____ to the Stipulated Sum.

1.11 UNIT PRICE#6 – 50 mm diameter sanitary force main

- .1 Provide a unit price per metre for sanitary force main
.1 ADD \$ _____ to the Stipulated Sum.

1.12 UNIT PRICE#7 – Sidewalk

- .1 Provide a unit price per square metre
.1 ADD \$ _____ to the Stipulated Sum.

1.13 UNIT PRICE#8 – Garnular ‘A’/Ganular ‘A’ bedding Cubic metre/Clear sand cubic metre

- .1 Provide a unit price per linear foot for each of the items above
.1 ADD \$ _____ to the Stipulated Sum.

1. GENERAL

- 1.1. Where a General Condition or paragraph of the General Conditions of the Stipulated Price Contract is deleted by these Supplementary Conditions, the numbering of the remaining General Conditions or paragraphs shall remain unchanged, and the numbering of the deleted item will be retained, unused.

2. GC 1.1 CONTRACT DOCUMENTS

- 2.1. 1.1.6.2 Add new sentence:
“Except where the *Consultant* shall be indemnified as a third party beneficiary as provide in clauses 9.2.7.4, 9.5.3.4 and in paragraph 13.1.3.”
- 2.2. 1.1.11 Delete in its entirety and substitute new paragraph 1.1.11:
“1.1.11 [The *Contractor* shall be provided with 1 hard copies of the *Contract Documents* for the *Work*. Additional copies may be purchased from the *Consultant* at cost plus 10%.]
[The *Contractor* shall be provided with 1 electronic copy (PDF) of the *Contract Documents* for the *Work*. If AutoCad and/or Revit Model files are requested, files may be purchased from the *Consultant* at an agreed cost per file plus *Value Added Taxes*.]”

3. GC 2.2 ROLE OF THE CONSULTANT

- 3.1. 2.2.8 Add new sentence:
“The *Owner* and the *Contractor* shall waive any claims against the *Consultant* arising out of the making of such interpretations and findings made in accordance with paragraphs 2.2.6, 2.2.7 and 2.2.8”.

4. GC 2.4 DEFECTIVE WORK

- 4.1. 2.4.1 Add new sentence:
“The *Contractor* shall rectify in a manner acceptable to the *Owner* and the *Consultant*, all defective work and deficiencies throughout the *Work* whether or not they are specifically identified by the *Consultant*”.

5. GC 3.1 CONTROL OF THE WORK

- 5.1. Add new paragraph 3.1.3:
“3.1.3 Prior to commencing individual procurement, fabrication and construction activities, the *Contractor* shall verify, at the *Place of the Work*, all relevant measurements and levels necessary for proper and complete fabrication, assembly and installation of the *Work* and shall further carefully compare such field measurements and conditions with the requirements of the *Contract Documents*. Where dimensions are not included or contradictions exist, or exact locations are not apparent, the *Contractor* shall immediately notify the *Consultant* in writing and obtain written instructions from the *Consultant* before proceeding with any part of the affected work.”

6. GC 3.7 LABOUR AND PRODUCTS

- 6.1. Add new paragraph 3.7.4:
“3.8.4 The *Contractor* is responsible for the safe on-site storage of *Products* and their protection (including *Products* supplied by the *Owner* and other contractors to be installed under the *Contract*) in such ways as to avoid dangerous conditions or contamination to the *Products* or other persons or property and in locations at the *Place of the Work* to the satisfaction of the *Owner* and the *Consultant*. The *Owner* shall provide all relevant information on the *Products* to be supplied by the *Owner*.”

7. GC 3.8 SHOP DRAWINGS

- 7.1. 3.8.7 Delete from paragraph 3.8.7, “with reasonable promptness so as to cause no delay in the performance of the *Work*.” and substitute, “within 10 *Working Days* or such longer period as may be reasonably required.”

8. ADDITIONAL GENERAL CONDITIONS

- 8.1. Add new General Condition 3.9:

“GC 3.9 PERFORMANCE BY CONTRACTOR

3.9.1 In performing its services and obligations under the *Contract*, the *Contractor* shall exercise a standard of care, skill and diligence that would normally be provided by an experienced and prudent contractor supplying similar services for similar projects. The *Contractor* acknowledges and agrees that throughout the *Contract* the *Contractor's* obligations, duties and responsibilities shall be interpreted in accordance with this standard. The *Contractor* shall exercise the same standard of due care and diligence in respect of any *Products*, personnel, or procedures which it may recommend to the *Owner*.

3.9.2 The *Contractor* further represents, covenants and warrants to the *Owner* that:

- .1 The personnel it assigns to the *Project* are appropriately experienced;
- .2 It has a sufficient staff of qualified and competent personnel to replace its designated supervisor and project manager, subject to the *Owner's* approval, in the event of death, incapacity, removal or resignation.”

9. GC 4.1 CASH ALLOWANCES

- 9.1. 4.1.4 Delete in its entirety and substitute new paragraph 4.1.4:

“4.1.4 Where costs under a cash allowance exceed the amount of the allowance, unexpended amounts from other cash allowances shall be reallocated at the *Consultant's* direction to cover the shortfall.”

- 9.2. 4.1.7 Delete in its entirety and substitute new paragraph 4.1.7:

“4.1.7 At the commencement of the *Work*, the *Contractor* shall prepare for the review and acceptance of the *Owner* and the *Consultant*, a schedule indicating the times, within the construction schedule referred to in GC 3.4, that items called for under cash allowances and items that are specified to be *Owner* purchased and *Contractor* installed or hooked up are required at the site to avoid delaying the progress of the *Work*.”

- 9.3. Add new paragraph 4.1.8:

“4.1.8 The *Owner* reserves the right to call, or to have the *Contractor* call, for competitive bids for portions of the *Work*, to be paid for from cash allowances.”

10. GC 6.1 OWNER'S RIGHT TO MAKE CHANGES

- 10.1. Add new paragraphs 6.1.3, 6.1.4, 6.1.5, 6.1.6, 6.1.7, 6.1.8, 6.1.9, 6.1.10 and 6.1.11:

“6.1.3 Unit prices included in the *Contract*, or prices pro rata thereto, will be used in the first instance in pricing changes.

6.1.4 Where work is added pursuant to **GC 6.2 CHANGE ORDER** or **GC 6.3 CHANGE DIRECTIVE**, the *Contract Price* shall be increased only by the net actual value of the work added excluding *Value Added Taxes*, plus the following, identified separately:

.1 Contractor's mark-up on its own work: .3

<u>Overhead</u>	<u>Profit</u>	<u>Change Value</u>
10%	10%	between \$0 to \$999.99
10%	7%	between \$1,000.00 to \$4,999.99
10%	5%	over \$5,000.00

.2 Contractor's mark-up on Subcontractor's work:

<u>Overhead</u>	<u>Profit</u>	<u>Change Value</u>
5%	10%	between \$0 to \$999.99
5%	7%	between \$1,000.00 to \$4,999.99
5%	5%	over \$5,000.00

Subcontractor's mark-up on its own work:

.1 Overhead: 10%

.2 Profit: 5%

- 6.1.5 Overhead includes all site and head office overheads including insurance and bonding.
- 6.1.6 Labour costs shall be the actual, prevailing rates at the *Place of the Work* paid to the workers, plus Statutory charges on labour including Workers' Compensation, Unemployment Insurance, Canada Pension, Vacation Pay, Hospitalization and Medical Insurance.
- 6.1.7 Quotations for changes to the *Work* shall be accompanied by itemized breakdowns together with detailed, substantiating quotations or cost vouchers from *Subcontractors* and *Suppliers*.
- 6.1.8 Unit and Alternative Prices included in the *Contract* include *Supply*, installation, *Products*, *Construction Equipment*, services, materials, labour, overhead and profit, but exclude *Value Added Taxes*.
- 6.1.9 The *Owner*, through the *Consultant*, reserves the right to authorize payment for changes in the *Work* by means of *Change Orders*.
- 6.1.10 When both additions and deletions covering related work or substitutions are involved in a change to the *Work*, payment, including overhead and profit, shall be calculated on the basis of the net difference, if any, with respect to that change in the *Work*.
- 6.1.11 If any change or deviation in, or omission from the *Work* is made by which the amount of *Work* to be performed is decreased, or if the whole or a portion of the *Work* is dispensed with, no compensation is claimable by the *Contractor* for any loss of anticipated profit in respect thereof."

11. GC 6.2 CHANGE ORDER

- 11.1. 6.2.1 Delete in its entirety and substitute new paragraph 6.2.1:
"6.2.1 When a change in the *Work* is proposed or required, the *Consultant* shall provide a notice describing the proposed change in the *Work* to the *Contractor*. The *Contractor* shall provide the following:
 - .1 Quotations from the *Subcontractors* on the *Subcontractor's* letterhead.
 - .2 Quotations submitted by the *Subcontractors* and the *Contractor* shall have a complete breakdown for all items of material, a total number of hours for labour, and a dollar rate applied against individual material items and labour quantities.
 - .3 Quotation shall stipulate any adjustment in the *Contract Time*, if any, for the proposed change in the *Work*.

- .4 Quotation shall indicate correct percentage values for overhead and profit by the *Contractor* and the *Subcontractors* as stated in General Condition **GC 6.1 OWNER'S RIGHT TO MAKE CHANGES** as amended herein. If the quotation is paid for under a cash allowance, refer to General Condition **GC 4.1 CASH ALLOWANCES** for overhead and profit requirements.
- .5 Ensure all mathematical calculations are complete.
- .6 Quotations submitted with any of the above items missing or incorrect will be returned for revision."

11.2. 6.2.2 Delete from lines 1 and 2 "or to the method to be used to determine the adjustments".

12. GC 6.3 CHANGE DIRECTIVE

12.1. Add new paragraphs 6.3.14, 6.3.15 and 6.3.16:

"6.3.14 When a clarification or modification of the *Work* is required which the *Contractor* agrees that there is no adjustment required in *Contract Price* or *Contract Time*, the *Consultant* shall issue a *Supplemental Instruction*.

6.3.15 Upon receipt of a *Supplemental Instruction*, the *Contractor* shall proceed promptly with the change in the *Work*, if the *Contractor* agrees that there is no adjustment required in the *Contract Price* or *Contract Time*. The *Contractor* is to confirm acceptance of the *Supplemental Instruction* by giving and returning a copy to the *Consultant* within 7 *Working Days*. Failure to respond shall be considered as undisputed concurrence with the instructions.

6.3.16 Should the *Contractor* disagree that no change in the *Contract Price* or *Contract Time* is involved with a *Supplemental Instruction*, the *Contractor* shall immediately notify the *Consultant* in writing that a *Change Order* is required and submit a method of adjustment or an amount of adjustment for the *Contract Price* and the adjustment in the *Contract Time*, if any."

13. GC 6.4 CONCEALED OR UNKNOWN CONDITIONS

13.1. 6.4.5 Add new paragraph 6.4.5:

"6.4.5 The *Contractor* confirms that, prior to bidding the *Project*, it carefully investigated the *Place of the Work* and applied to that investigation the degree of care and skill described in paragraph 3.9.1, given the amount of time provided between the issue of the bid documents and the actual closing of bids, the degree of access provided to the *Contractor* prior to submission of bid, and the sufficiency and completeness of the information provided by the *Owner*. The *Contractor* is not entitled to compensation or to an extension of the *Contract Time* for conditions which could reasonably have been ascertained by the *Contractor* by such careful investigation undertaken prior to the submission of the bid."

14. GC 6.5 DELAYS

14.1. 6.5.1 Add at the end of the paragraph " , but excluding any consequential, indirect or special damages."

14.2. 6.5.6 Add new paragraph 6.5.6:

"6.5.6 If the *Contractor* is delayed in the performance of the *Work* by an act or omission of the *Contractor* or anyone employed or engaged by the *Contractor* directly or indirectly, or by any cause within the *Contractor's* control, then the *Contract Time* shall be extended for such reasonable time as the *Consultant* may decide in consultation with the *Contractor*. The *Owner* shall be reimbursed by the *Contractor* for all reasonable costs incurred by the *Owner* as the result of such delay, including all services required by the *Owner* from the *Consultant* as a result of such delay by the *Contractor* and, in particular, the cost of the *Consultant's* services during the period between the date of *Substantial Performance of the Work* stated in Article A-1 herein as the same may be

extended through the provisions of these General Conditions and any later, actual date of *Substantial Performance of the Work* achieved by the *Contractor*.”

15. GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

15.1. 6.6.5 Add in line 2, following “receipt of the claim” the words “as noted in paragraph 6.6.3”.

15.2. 6.6.5 Add at the end of the paragraph “and the *Consultant*”.

16. GC 8.3 NEGOTIATION, MEDIATION AND ARBITRATION

16.1. Add new paragraphs 8.3.9, 8.3.10, 8.3.11, 8.3.12, 8.3.13 and 8.3.14:

“8.3.9 Within 5 *Days* of receipt of the notice of arbitration by the responding party under paragraph 8.3.6, the *Owner* and the *Contractor* shall give the *Consultant* a written notice containing:

- .1 a copy of the notice of arbitration, and
- .2 a copy of supplementary conditions 8.3.9 to 8.3.14 of this *Contract*, and
- .3 any claims or issues which the *Contractor* or the *Owner*, as the case may be, wishes to raise in relation to the *Consultant* arising out of the issues in dispute in the arbitration.

8.3.10 The *Owner* and the *Contractor* agree that the *Consultant* may elect, within 10 *Days* of receipt of the notice under paragraph 8.3.9, to become a full party to the arbitration under paragraph 8.3.6 if the *Consultant*:

- .1 has a vested or contingent financial interest in the outcome of the arbitration;
- .2 gives the notice of election to the *Owner* and the *Contractor* before the arbitrator is appointed;
- .3 agrees to be a party to the arbitration within the meaning of the rules referred to in paragraph 8.3.6, and
- .4 agrees to be bound by the arbitral award made in the arbitration.

8.3.11 If an election is made under paragraph 8.3.10, the *Consultant* may participate in the appointment of the arbitrator and, notwithstanding the rules referred to in paragraph 8.3.6, the time period for reaching agreement on the appointment of the arbitrator shall begin to run from the date the respondent receives a copy of the notice of arbitration.

8.3.12 The arbitrator in the arbitration in which the *Consultant* has elected under paragraph 8.3.10 to become a full party may:

- .1 on application of the *Owner* or the *Contractor*, determine whether the *Consultant* has satisfied the requirements of paragraph 8.3.10, and
- .2 make any procedural order considered necessary to facilitate the addition of the *Consultant* as a party to the arbitration.

8.3.13 The provisions of paragraph 8.3.9 shall apply mutatis mutandis to written notice to be given by the *Consultant* to any sub-consultant.

8.3.14 In the event of notice of arbitration given by the *Consultant* to a sub-consultant, the sub-consultant is not entitled to any election with respect to the proceeding as outlined in 8.3.10, and is deemed to be bound by the arbitration proceeding.”

17. GC 9.1 PROTECTION OF WORK AND PROPERTY

17.1. 9.1.1.1 Delete in its entirety and substitute new paragraph 9.1.1.1:

“9.1.1.1 errors in the *Contract Documents* which the *Contractor* could not have discovered applying the standard of care described in paragraph 3.9.1.”

17.2. 9.1.2 Delete in its entirety and substitute new paragraphs 9.1.2:

“9.1.2 Before commencing any *Work*, the *Contractor* shall determine the locations of all underground utilities and structures indicated in the *Contract Documents*, or that are discoverable by applying to an inspection of the *Place of the Work* the degree of care and skill described in paragraph 3.9.1.”

18. GC 9.2 TOXIC AND HAZARDOUS SUBSTANCES

- 18.1. 9.2.6 Add in line 2, following “is responsible” the words “or whether any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,”.
- 18.2. 9.2.7.4 Add in line 1, following “the *Contractor*” the words “and the *Consultant*”.
- 18.3. 9.2.8 Add in line 2, following “is responsible” the words “or that any toxic or hazardous substances or materials already at the *Place of the Work* (and which were then harmless or stored, contained or otherwise dealt with in accordance with legal and regulatory requirements) were dealt with by the *Contractor* or anyone for whom the *Contractor* is responsible in a manner which does not comply with legal and regulatory requirements or which threatens human health and safety or the environment, or material damage to the property of the *Owner* or others,”.

19. GC 9.5 MOULD

- 19.1. 9.5.3.4 Add to line 1, following “*Contractor*” the words “and the *Consultant*”.

20. GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

- 20.1. 10.2.5 Add following words to beginning of paragraph 10.2.5:
“Subject to paragraph 3.9.1,”

21. GC 12.3 WARRANTY

- 21.1. 12.3.2 Add following words to beginning of paragraph 12.3.2:
“Subject to paragraph 3.9.1,”

22. GC 13.1 INDEMNIFICATION

- 22.1. 13.1.1.4 Add new paragraph 13.1.1.4:
“13.1.1.4 The *Contractor* shall indemnify and hold harmless the *Consultant*, its agents and employees from and against claims, demands, losses, costs, damages, actions, suits, or proceedings by third parties that arise out of, or are attributable to, the *Contractor*’s performance of the *Contract*, provided such claims are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, and caused by negligent acts or omissions of the *Contractor* or anyone for whose acts the *Contractor* may be liable, and made in writing within a period of 6 years from the date of *Substantial Performance of the Work* as set out in the certificate of *Substantial Performance of the Work*, or within such shorter such period as may be prescribed by any limitation statute or the province or territory of the *Place of the Work*.”

END OF SECTION