

PART 1.3 SUPPLEMENTARY CONDITIONS

For use with CCDC 2-2020 Stipulated Price Contract

ARTICLES

Add new:

Article A-9 TIME IS OF THE ESSENCE

"Time is of the essence in the performance of the Contract."

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.3 REVIEW AND INSPECTION OF THE WORK

2.3.2 Add, in the first sentence "review," before the word "tests".

2.3.4 In the first sentence, replace "special" with "review," and add "review," before the third instance of "inspections".

Add new:

2.3.8 Should the *Consultant* be required to make more than one review of rejected work or should the *Consultant* perform additional reviews due to failure of the Work to comply with the application for status of completion made by the *Contractor*, the *Contractor* is required to compensate the *Owner* for such additional *Consultant* services including expenses incurred. Adjustment for such compensation should be made as outlined under PART 6 CHANGES IN THE WORK.

PART 3 EXECUTION OF THE WORK

GC 3.5 SUPERVISION

3.5.1 Add after the last sentence:

"The appointed *Contractor* representative shall not be changed without consultation with and written acceptance of the *Owner*. This acceptance shall not be unreasonably withheld."

GC 3.6 SUBCONTRACTORS AND SUPPLIERS

3.6.4 Add at the end of the sentence ", as outlined in GC 6.3 – CHANGE DIRECTIVE."

PART 4 ALLOWANCES

GC 4.1 CASH ALLOWANCES

- 4.1.2 Add, after the first sentence “Unless noted otherwise, none of the work included in the drawings and specifications is intended to be paid for by the cash allowances. The cash allowances are for the *Owner’s* use, at the *Owner’s* sole discretion.”

PART 5 PAYMENT

Amend the heading “**GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER**” to read “**GC 5.1 FINANCING INFORMATION REQUIRED**”

Delete paragraph 5.1.1 and 5.1.2 in their entirety and replace with:

- 5.1.1 The *Owner* and the *Contractor* shall provide each other with timely *Notice in Writing* of any material change in their financial ability to fulfill their respective obligations under the *Contract*.

GC 5.2 APPLICATIONS FOR PAYMENT

- 5.2.4 Add, after the first sentence:
“A secondary schedule, stating the anticipated monthly progress payments, is to be submitted upon request.”

Add new:

- 5.2.9 An application for payment shall be deemed received only if submitted complete with required supporting documentation as determined by the *Consultant*.

GC 5.3 PAYMENT

- 5.3.1.1 Add another sentence:
“If, after a certificate of payment has been issued to the *Owner* (and prior to payment by the *Owner*), the *Consultant* determines on the basis of new information that the amount certified for payment is inappropriately high or low relative to the value of the work performed, then the *Consultant* shall issue a revised certificate of payment, and promptly advise the *Contractor* in writing giving reasons for the amendment.”

Add new:

- 5.3.2 At the first application for payment following *Ready-for-Takeover*, the *Consultant* shall issue to the *Owner* and copy to the *Contractor*, a certificate for payment for an amount that deducts an amount equal to twice the value of any deficiencies as determined by the *Consultant*.

Add new:

- 5.3.3 Partial payment may not be made for the completion or correction of any deficiencies shown on the comprehensive list of items to be completed or corrected prior to the date of the issuance of the final certificate of payment.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 Change “20 calendar days” to “10 days”.

Add new:

- 5.4.7 At *Substantial Performance of the Work*, the *Consultant* shall issue a list itemizing the value of any items to be corrected or completed to the *Owner* and copy to the *Contractor*.

GC 5.5 FINAL PAYMENT

- 5.5.2 Change “calendar days” to “*Working Days*”

- 5.5.4 Change “5 calendar days” to “10 *Working Days*”

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add new:

- 6.2.3 The following shall determine *Contractor* markup on *Change Orders* by percentage:
- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.
 - .2 To the cost of the *Work* performed by *Subcontractors* for the *Contractor*, before the *Subcontractor's* markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
 - .3 On *Work* deleted from the *Contract*, not covered by unit prices, the credit to the *Owner* shall be the cost of the *Work* as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.
 - .4 For a detailed list of what the *Contractor* may include in the cost of the *Work* before adding markups, refer to GC 6.3 CHANGE DIRECTIVE, article 6.3.7.

GC 6.3 CHANGE DIRECTIVE

Add new:

6.3.14 The following shall determine *Contractor* markup on *Change Directives* by percentage:

- .1 To the cost of the *Work* performed by the *Contractor* directly, the *Contractor* may add a maximum of 20% markup for overhead and profit combined.
- .2 To the cost of the *Work* performed by Subcontractors for the *Contractor*, before the Subcontractor's markup, the *Contractor* may add a maximum of 10% markup for overhead and profit combined.
- .3 On *Work* deleted from the Contract, not covered by unit prices, the credit to the Owner shall be the cost of the *Work* as set out in GC 6.3 – CHANGE DIRECTIVE, article 6.3.7.

GC 6.5 DELAYS

6.5.3.3 Add the word "local" after the word "adverse".

Add new:

6.5.6 The party making the claim shall submit to the *Consultant*, within 10 *Working Days*, an estimated quantum of the claim and of the *Contract Time* extension claimed, and the grounds upon which the claim is based complete with required supporting documentation as determined by the *Consultant*.

Add new:

- 6.5.7 Should the *Consultant*, in consultation with the *Contractor*, determine the *Contractor* is delayed in performance of the *Work*, or any part thereof, by the *Contractor's* inaction, or by delay or inaction of anyone employed or engaged by the *Contractor* directly or indirectly, and the *Contract Time* is compromised:
- .1 Then the *Contractor* shall accelerate the *Work* as required to meet the *Contract Time*.
 - .2 The *Consultant* will promptly give *Notice in Writing* of such determination to the *Owner* and the *Contractor*.
 - .3 The *Contractor* shall then promptly give the *Owner* and the *Consultant* *Notice in Writing* of specific changes to the construction scheduling and construction processes the *Contractor* will implement to accelerate the *Work*.
 - .4 The *Contractor* shall not be entitled to payment for costs to accelerate the *Work* to meet the *Contract Time*.
 - .5 If either party does not accept the *Consultant's* determination, the disagreement shall be settled in accordance with Part 8 of the General Conditions – DISPUTE RESOLUTION. It being understood that by so doing neither party will jeopardize any claim the party may have to be reimbursed.

GC 6.6 CLAIMS FOR A CHANGE IN CONTRACT PRICE

6.6.1 Delete: “Timely” and add “10 Working Days from the event or series of events giving rise to the claim”

PART 7 DEFAULT NOTICE

GC 7.1 OWNER’S RIGHT TO PERFORM THE WORK, STOP THE WORK, OR TERMINATE THE CONTRACT

7.1.5 In the first sentence, after “paragraph 7.1.1,” replace “and” with “or”.

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.4 CONSTRUCTION SAFETY

Add to end of 9.4.1: “and be designated as the prime contractor”

PART 10 GOVERNING REGULATIONS

GC 10.2 LAWS, NOTICES, PERMITS, AND FEES

Add new:

10.2.8 The *Contractor* shall provide to the *Consultant* copies of all inspection reports from the various authorities having jurisdiction within two *Working Days* of their receipt.

GC 10.4 WORKERS’ COMPENSATION

Add new:

10.4.2 The *Contractor* is formally designated as the “prime contractor.”

PART 12 OWNER TAKEOVER

GC 12.2 EARLY OCCUPANCY BY THE OWNER

Add new:

GC 12.2.5

The *Owner* may take possession of and use completed or partially completed portion of the *Work*, in addition to occupancy conditions included in the Contract, providing:

- .1 Only as agreed by the Contractor, such agreement will not be unreasonably withheld.
- .2 the portion of the *Work* is ready to be used for the purpose intended, to the satisfaction of the *Consultant* and authorities having jurisdiction; and
- .3 the *Owner’s* possession and use do not interfere with the Contractor’s *Work*; and
- .4 the *Consultant* conducts a review prior to possession by the *Owner*; and
- .5 any extra costs are borne by the *Owner*, subject to the provisions of GC 6.5 Delays.

GC 12.3 WARRANTY

12.3.4 Add a second sentence “In effecting a correction of defects or deficiencies, the *Contractor* shall also bear all costs involved in removing, replacing, repairing, or restoring aspects of the *Work* that may be affected in the process of making the correction.”

Add new:

12.3.7 Where a material, product or installation referenced in 12.3.1 covered by warranty fails, the stipulated warranty and warranty period shall be renewed for the specific work being replaced or repaired, with the exception of warranties referred to in GC 12.3.6. Such extended warranties referenced in 12.3.1, shall not exceed one year from the date of removing, replacing, repairing, or restoring.

Add new:

PART 14 MISCELLANEOUS

14.1 CONFIDENTIALITY

14.1.1 All information provided by or obtained from the *Owner* in any form in connection with the *Project*:

1. is the sole property of the *Owner* and must be treated as confidential;
2. is not to be used for any purpose other than the performance of the *Work*;
3. is not to be disclosed without prior written authorization from the *Owner*; and
4. must be returned to the *Owner* immediately upon request.

14.2 INFORMATION TECHNOLOGY RELATED THREATS

14.2.1 The *Contractor* shall notify the *Owner* and its mutual affiliates, as soon as reasonably possible, of any information technology related threat that may be transmitted electronically to the *Owner* or any of its affiliates which includes but is not limited to: viruses, rogue security software, trojan horses, spyware, computer worms, phishing, rootkits and any real or perceived electronic attack (the “IT Threat”).

14.2.2 In the event the *Owner* becomes aware of an IT Threat, the *Owner* may as soon as reasonably possible, notify any organization that it reasonably believes could be exposed to the same IT Threat and include in such notification any relevant details for the purpose of avoiding or minimizing any negative impact.