The Supplementary Conditions revise the General Conditions in the CCDC 2-2020 Stipulated Price Contract as follows:

ARTICLE A-5 PAYMENT

Paragraph 5.2 Interest –

Paragraph 5.2.1 (1) – Delete "...2%..." and substitute "...0%..."

Paragraph 5.2.1 (2) – Delete "...4%..." and substitute "...0%..."

GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

PART 1 GENERAL PROVISIONS

GC 1.1 CONTRACT DOCUMENTS,

1.1.5.1 Between "the Agreement between the *Owner* and the *Contractor*" and "Definitions" – Insert "Addenda"

PART 2 ADMINISTRATION OF THE CONTRACT

GC 2.2 ROLE OF THE CONSULTANT

2.2.4 *Delete in its entirety and replace with the following*

"2.2.4 Based on the *Consultant's* observations and evaluation of the *Contractor's* applications for payment, the *Consultant* will, in consultation with the *Owner*, determine the amounts owing to the *Contractor* under the *Contract* and will issue certificates for payment as provided in Article A-5 of the Agreement - PAYMENT, GC 5.3 - PROGRESS PAYMENT and GC 5.7 - FINAL PAYMENT."

PART 3 EXECUTION OF THE WORK

GC 3.2 CONSTRUCTION BY OWNER OR OTHER CONTRACTORS

3.2.2 Add

"3.2.2.4 assume overall responsibility for compliance with the applicable health and construction safety legislation at the *Place of the Work*."

PART 5 PAYMENT

GC 5.1 FINANCING INFORMATION REQUIRED OF THE OWNER

Delete in its entirety.

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK

5.4.1 Delete "20 calendar days after receipt" and substitute with "ten (10) calendar days"

5.4.1.1 *Delete in its entirety and replace with the following*

"5.4.1.1 advise the *Contractor* and *Owner* in writing that the *Work* or the designated portion of the *Work* is not substantially performed and give reasons why, or"

5.4.1.2 *Delete in its entirety and replace with the following*

"5.4.1.2 state the date of *Substantial Performance of the Work* or a designated portion of the *Work* in a certificate and issue a copy of that certificate to each of the *Owner* and the *Contractor*, in accordance with the applicable lien legislation."

5.4.4 *Delete in its entirety and replace with the following*

"5.4.4 The *Contractor* shall submit a separate application for payment of the lien holdback amount in accordance with GC 5.3 – PAYMENT.

Add 5.4.7

"5.4.7 Prior to *Substantial Performance of the Work*, and in addition to other holdbacks, a deficiency holdback shall be established for *Work* determined by the *Consultant* to be deficient or defective. The *Consultant* shall establish the amount of the deficiency holdback as the greater of (i) twice the estimated cost to rectify the defective *Work* and finish incomplete *Work* using the services of another contractor or the *Owner's* own forces; and (ii) one thousand dollars ($1,000.00). No part of the deficiency holdback shall become payable to the Contractor until all of the defective Work is corrected and all of the Work is complete. If the defective or incomplete Work is not corrected or completed within a reasonable time as determined by the Consultant, then all or a portion of the Deficiency Holdback as determined by the Consultant may be retained by the Owner to be applied against the loss and damage suffered by the Owner to correct or complete the Work.

GC 5.5 FINAL PAYMENT

5.5.4 *Delete in its entirety and replace with the following*

"5.5.4 Subject to the provision of paragraph 10.4.1 of GC 10.4 – WORKERS' COMPENSATION, and any legislation applicable to the *Place of the Work*, the *Owner* shall, no later than 20 calendar days after the *Owner's* receipt of a final certificate for payment, pay the *Contractor* as provided in Article A-5 of the Agreement – PAYMENT and in any event, in compliance with *Payment Legislation*."

PART 6 CHANGES IN THE WORK

GC 6.2 CHANGE ORDER

Add

"6.2.3: The allowance for overhead and profit charged by the *Contractor* and subcontractors shall be as follows:

.1 Cost of materials and labour plus 10% mark-up by the *Contractor* for changes in the *Work* performed by the *Contractor*.

.2 Cost of labour and materials plus 10% mark-up by the *Contractor* on changes in the *Work* performed by the *Subcontractors*.

.3 Cost of labour and materials plus 10% mark-up by the *Subcontractors* for changes in the *Work* performed by the *Subcontractors*.

.4 The overhead and profit for changes in the *Work* shall include supervision, administrative costs, small tools, miscellaneous materials, layout, and recording of the changes on the record drawings.

GC 6.5 DELAYS

6.5.3.3 *Delete in its entirety and replace with the following*

"6.5.3.3 abnormally adverse weather conditions, global pandemic, or"

Add

"6.5.6 In the event of any delay, the *Contractor* shall take all reasonable measures to minimize the effects and costs of the delay and this obligation shall be taken into account in the determination of the *Contractor's* entitlement to an extension of the *Contract Time* and reimbursement of delay costs."

PART 9 PROTECTION OF PERSONS AND PROPERTY

GC 9.4 CONSTRUCTION SAFETY

9.4.1 *at the end of the sentence add*

"The *Contractor* agrees to assume the responsibilities of Prime Contractor for the Project, as set out in the *Workers Compensation Act* and the *OH&S Regulation*."

PART 11 INSURANCE

GC 11.1 INSURANCE

11.1.1.1 *Delete in its entirety and replace with the following:*

".1 General liability insurance in the name of the *Contractor* and include, or in the case of a single, blanket policy, be endorsed to name, the *Owner*, the *Consultant*, sub-consultants and special consultants as identified by the *Owner* as insureds but only with respect to liability, other than legal liability arising out of their sole negligence, arising out of the operations of the *Contractor* with regard to the *Work*. General liability insurance shall be maintained from the date of commencement of the *Work* until one year from the date of *Ready-for-Takeover*. Liability coverage shall be provided for completed operations hazards from the date of *Ready-for-Takeover*, on an ongoing basis for a period of 6 years following *Ready-for-Takeover*."

CCDC 41 – CCDC INSURANCE REQUIREMENTS December 14, 2020

Paragraph 1

Delete in its entirety and replace with the following

General liability insurance shall be with limits of not less than $5,000,000 per occurrence, an aggregate limit of not less than $5,000,000 within any policy year with respect to completed operations, and a deductible not exceeding $10,000. The insurance coverage shall not be less than the insurance provided by IBC Form 2100 (including an extension for a standard provincial and territorial form of non-owned automobile liability policy) and IBC Form 2320. To achieve the desired limit, umbrella or excess liability insurance may be used. Subject to satisfactory proof of financial capability by the *Contracto*r, the *Owner* may agree to increase the deductible amounts