

Schedule "A"

Supplementary Conditions to the CCDC 14 –2013 Contract

Town of Amherstburg (*Owner*) and Amico Infrastructures Inc. (*Design Builder*)

Boblo Island Wastewater Pump Station and Forcemain

GENERAL

These Supplementary Conditions shall modify, delete and/or add to the Agreement between Owner and Contractor, the Definitions and the General Conditions to the Stipulated Price Contract, CCDC 14, 2013. Where any article, paragraph or subparagraph is supplemented by any of the following, the provisions of such article, paragraph or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any article, paragraph or subparagraph is amended, deleted or superseded by any of the following, the provisions of such article, paragraph or subparagraph not so amended, deleted or superseded shall remain in effect and the numbering shall be considered to have been adjusted appropriately.

The table of contents, titles, section headings, running headlines and marginal notes contained in the *Contract Documents* are solely to facilitate reference to various provisions of the *Contract Documents* and in no way affect or limit the interpretation or construction of the provisions to which they refer.

1. Article A-5 Payment

Delete 5.1 .1 "make progress payments to the *Design Builder* on account of the *Contract Price* when due in the amount certified by the *Payment Certifier*, together with such *Value Added Taxes* as may be applicable to such payment", and renumber Articles 5.1.2 and 5.1.3 to 5.1.1 and 5.1.2 respectively

2. Article GC 3.6 Design Services and Work Schedule

Add new article 3.6.2 to read as follows:

"3.6.2 The *Design Builder* must adhere to the following schedule:

- .1 Submission for Environmental Compliance Approval to the Ministry of Environment, Conservation and Parks must be completed by April 15, 2022. \$500 /day will be charged for every Working Day (Monday through Friday) from this date until the application is submitted. Additional approvals that may be required must be submitted by May 15, 2022.
- .2 Construction of the 'Work' must commence within 60 days of receipt of the approved Environmental Compliance Approval pending any other approvals that may be required as determined through the design stage.
- .3 The Design-Builder will have 130 Working Days to complete the 'Work' and achieve Substantial Performance. The Working Days will commence 61 calendar days after receipt of the Environmental Compliance Approval. \$500 /day will be

charged for every Working Day (Monday through Friday) from the 131st Working Day until Substantial Performance is achieved. This total will be deducted from the Contract Price.

- .4 The *Design Builder* is responsible for any and all costs related to the construction of the 'Work' including all connections to existing sewer systems. No consideration will be given to additional costs due to unforeseen circumstances or unknown information.

3. Article GC 5.2 Applications for Progress Payment

Delete in its entirety.

4. Article GC 5.3 Progress Payment

Delete in its entirety.

5. Article GC 6.4 Concealed or Unknown Conditions

Delete in its entirety.

6. Article GC 6.5 Delays

Add new article 6.5.6 to read as follows:

"6.5.6 It is acknowledged by the Owner and the Design-Builder that this project requires approvals outside of the control of either party. It is also acknowledged that if there is a delay in the Design Services or the Work because of an approval taking longer to obtain than that specified in the agreed upon Contract Time, the entire Schedule shall be adjusted accordingly and such adjustments will not be considered delays in the context of this contract and there shall be no financial claims made in association with an approval taking longer to obtain than specified in the Contract Time."