

SPEC NOTE: These standard 'Supplementary Conditions' published by the Alberta Construction Association modify the General Conditions of CCDC 2 – 2020 Stipulated Price Contract only. They are intended for use in the Province of Alberta only, to ensure compatibility of the contract with Alberta's Builders' Lien Act.

1.1 INTENT

- .1 These Supplementary Conditions amend the General Conditions forming part of CCDC 2 – 2020 as indicated. Provisions not amended remain in full force and effect.

1.2 AMENDMENTS TO GENERAL CONDITIONS

Delete GC 5.4 in its entirety and substitute:

GC 5.4 SUBSTANTIAL PERFORMANCE OF THE WORK AND PAYMENT OF HOLDBACK

- 5.4.1 The *Consultant* will review the *Work* to verify the validity of the *Contractor's* or a *Subcontractor's* certificate of *Substantial Performance of the Work* and will promptly, and in any event, no later than 15 calendar days after receipt of the *Contractor's* or a *Subcontractor's* certificate of *Substantial Performance of the Work*:
 - .1 advise the *Contractor* in writing that the *Work* or a *Subcontractor's* portion of the *Work* is not substantially performed according to the requirements of the Builders' Lien Act of Alberta and give reasons why, or
 - .2 verify in writing the certificate of *Substantial Performance of the Work*, with a copy to the *Owner* and the *Contractor*.
- 5.4.2 Within three calendar days after the date of issue of a certificate of *Substantial Performance of the Work* as verified by the *Consultant*, the *Contractor* or if applicable the *Subcontractor* shall post the certificate in a conspicuous place at the *Place of the Work* to which the certificate relates.
- 5.4.3 The *Owner* shall, no later than 10 calendar days prior to the expiry of 45 calendar days from the date of issue of the certificate of *Substantial Performance of the Work* of the *Contract*, as verified by the *Consultant*, place the major lien fund in a bank account in the joint names of the *Owner* and the *Contractor*.
- 5.4.4 If no builders' liens have been registered for the *Work*, holdback amounts retained in accordance with the Builders' Lien Act of Alberta shall become due and payable to the *Contractor* no later than 10 *Working Days* after the expiration of 45 calendar days from the date of issue of:
 - .1 a certificate of *Substantial Performance of the Work* of a subcontract as verified by the *Consultant*, following which the *Contractor* shall promptly release that *Subcontractor's* holdback to that *Subcontractor*, and
 - .2 the certificate of *Substantial Performance of the Work* of the *Contract* as verified by the *Consultant*.
- 5.4.5 The *Contractor* shall submit applications for payment of the lien holdback in accordance with GC 5.2 – APPLICATIONS FOR PAYMENT.
- 5.4.6 Notwithstanding any release of holdback for a completed subcontract, the *Contractor* and that *Subcontractor* shall ensure that such subcontract work is protected pending the issuance of a final certificate for payment and be responsible for the correction of defects or work not performed regardless of whether or not such was apparent when the holdback was released.

Delete GC 5.5.4 and substitute:

- 5.5.4 Subject to the provision of paragraph 10.4.1 of G.C. 10.4 - WORKERS' COMPENSATION, and subject to no builders' liens being registered for the *Work*, the *Owner* shall, no later than 5 calendar days after the issuance of a final certificate for payment, pay the *Contractor* the unpaid balance of the *Contract Price* less the minor lien fund and, at the expiration of 45 calendar days from total completion of the *Work* referred to in the Builders' Lien Act of Alberta, pay the *Contractor* the minor lien fund.

END OF SECTION