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**ConsensusDocs® 200.1  
AMENDMENT NO. 1  
POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS**



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## SUPPLEMENTARY CONDITION / SPECIAL PROVISION POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS

For Use with [description of Contactor - Owner/Buyer Contract] ('*Prime Contract*')

This Supplementary Condition/Special Provision is made contemporaneous with, and is incorporated into the *Prime Contract*

for the following

[ ] PROJECT ("*Project*").

Terms used in this document, unless otherwise defined, shall have the same meaning as defined in the *Prime Contract* and further, the herein terms and conditions take precedence over any other term or condition.

1. POTENTIALLY TIME AND PRICE-IMPACTED MATERIAL As of the date of the *Prime Contract*, certain markets providing essential materials to the *Project* are experiencing or are expected to experience significant, industry-wide economic fluctuation during the performance of the *Prime Contract* that may impact price, availability and delivery time frames ("*Potentially Time and Price-Impacted Material*"). This Supplementary Condition / Special Provisions provides for a fair allocation of the risk of such market conditions between the Owner and the Contractor and shall only apply to the *Potentially Time and Price-Impacted Material(s)* listed in Schedule A to this Supplementary Condition / Special Provisions.

### 2. BASELINE PRICE AND TIME

2.1. The index to be used as a baseline price and for any adjustment of such pricing is the United States Department of Labour Producer Price Index Table 9 (<https://www.bls.gov/web/ppi/ppitable09.pdf>) ("*PPI*").

2.2. The baseline price shall be in respect of those items identified in Schedule "A" as at the effective date of the *Prime Contract* ("*Baseline Price*") and the method for calculating an adjustment of the *Baseline Price* for a *Potentially Time and Price-Impacted Material* listed in Schedule A to this Supplementary Condition / Special Provisions shall be at the date of substantial performance of the *Prime Contract* as determined by the *Construction Act*, R.S.O 1990 C. c.30 or the date identified by the *Contractor* in Schedule "A". For greater certainty, the *Baseline Price* shall be in respect of those items listed in Schedule "A" as at the effective date of the *Prime Contract* and the adjustment to be made to those item, if any, shall be as at the date of substantial performance of the *Prime Contract* or the date identified by the *Contractor* in Schedule "A"

2.3. Compensation for any *Potentially Time and Price-Impacted Material* shall not be duplicated in any contingency amounts established under the terms of the *Prime Contract*.

3. ADJUSTMENT IN BASELINE PRICE If during the course of the Project a *Potentially Time and Price-Impacted Material* item as identified in Schedule "A" experiences an increase or decrease in its *Baseline Price*, either Party may notify the other in writing within thirty (30) Days from the date the basis for an equitable adjustment to the *Contract Price* (as defined in the *Prime Contract*), pursuant to article [ ] of the *Prime Contract*, arises and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for a *Potentially Time and Price-Impacted Material* shall not include any amount for overhead and profit.



3.1. In the event of a decrease in a *Baseline Price*, the *Contract Price* shall be equitably adjusted to reflect such decrease, subject to section 0 of this Supplementary Condition / Special Provisions, but only for those *Potentially Time and Price-Impacted Materials* delivered on or after the date on which written notice of the adjustment in *Baseline Price* is given.

3.2. In the event of an increase in a *Baseline Price*, the *Contract Price* shall be equitably adjusted to reflect such increase, subject to section 0 of this Supplementary Condition / Special Provisions, but only for those *Potentially Time and Price-Impacted Materials* delivered on or after the date on which written notice of the adjustment in *Baseline Price* is given.

3.3. The *Contract Price* shall not be adjusted by more than [ ] ([ ]%) percent of the original *Contract Price* for the aggregate of the increases or decreases in *Baseline Prices* for *Potentially Time and Price-Impacted Materials*.

3.4. No adjustment shall be made for any quantities of *Potentially Time and Price-Impacted Materials* scheduled for delivery under the terms of the *Prime Contract* prior to the date on which written notice of the adjustment in *Baseline Price* is given, unless the failure to deliver such quantities before that date is beyond the control of and without the fault of the Contractor, its Subcontractors and Material Suppliers.

3.5. Payment, if any, for an adjustment shall be made in accordance with the terms of the *Prime Contract*, failing which by change order or equivalent.

4. TIME-IMPACT AND AVAILABILITY If the Contractor is delayed at any time in the commencement or progress of the Work due to a delay in the delivery of, or unavailability of, a *Potentially Time and Price-Impacted Material*, beyond the control of and without the fault of the Contractor, its Subcontractors and Material Suppliers, the Contractor shall be entitled to an equitable extension of the Contract Time and an equitable adjustment of the *Contract Price* in accordance with section 6.3 of the *Prime Contract*. The Owner and Contractor shall undertake reasonable steps to mitigate the effect of such delays.

Notwithstanding any other provision to the contrary, the Contractor shall not be liable to the Owner for any expenses, losses or damages arising from a delay in the delivery of a *Potentially Time and Price-Impacted Material* item not the fault of the Contractor, its Subcontractors and Material Suppliers.

END OF DOCUMENT.



**SCHEDULE A TO  
SUPPLEMENTARY CONDITION / SPECIAL PROVISION**

**POTENTIALLY TIME AND PRICE-IMPACTED MATERIALS**

*Potentially Time and Price-Impacted Materials* should be identified and described with specificity. The methods for establishing the *Baseline Price* for a *Potentially Time and Price-Impacted Material* should be based upon the United States Department of Labour Producer Price Index Table 9 (<https://www.bls.gov/web/ppi/ppitable09.pdf>) ("PPI") index category or subcategory that most accurately reflects the *Potentially Time and Price-Impacted Material* specified.

*Potentially Time and Price-Impacted Material (maximum of 3 to be identified):*

1. Product/Material Description: [ i.e. **Gypsum products**]

Baseline Price: [amount carried by contractor for this product/material, excluding taxes, i.e. \$400,000]

PPI Commodity Code [PPI Group Code / Item Code i.e. 13/7101]

*Baseline Index:* as of [effective date of *Prime Contract* i.e. Jan 2022]: Unadjusted index value [i.e. for Jan 2022: 417.482]

Date of Adjustment (substantial performance date TBD or date chosen by *Contractor at time of bid submission*): [i.e. May 2022]: Unadjusted index value [i.e. for May 2022. 450.113]

Percentage Increase: [later Unadjusted index value- earlier Unadjusted value / earlier Unadjusted index value X 100, i.e. (450.113 – 417.82) / 417.482 X 100 = 7.81%]

Price Adjustment: [\$400,000 X 7.81% = \$31,240]

2. *Potentially Time and Price-Impacted Material:* [ ]

*Baseline Price:* \$[ ]/[ ] (unit)

*Pricing Method:* [ ]

3. [ ] *Potentially Time and Price-Impacted Material:* [ ]

*Baseline Price:* \$[ ]/[ ] (unit)

*Pricing Method:* [ ]

(Attach additional sheets as necessary)

