

# THE CONSTRUCTION FILE

A GUIDE TO STANDARDS AND PRACTICES IN THE CONSTRUCTION INDUSTRY

## CCDC issues new CCDC 2 Stipulated Price Contract

Effective February 1, 2008 the new CCDC2, 2008 is available for use. The existing 1994 document will no longer be published as of July 1, 2008. Existing seals for the 1994 document may be exchanged for the new document.

There are many differences between the 2008 and 1994 Editions; however, this is a summary of those of more significance:

### GC 6.3 - CHANGE DIRECTIVE

This General Condition has been revised to include the following major changes:

- New paragraphs 6.3.2 and 6.3.3 restate that a *Change Directive* shall only be used to direct a change in the *Work* that is within the general scope of the *Contract Documents* (definition of *Change Directives* and a *Change Directive* shall not be used only to change the *Contract Time* (paragraph 6.1.1.2).
- New paragraph 6.3.6.3 that makes reference to the *Contractor's* percentage fee for *Change Directives*.
- Paragraph 6.3.7 that lists the actual cost of the work attributable to the *Change Directive* has been revised.
- New paragraphs 6.3.8 to 6.3.10 that address the parties' intention and responsibilities with respect to the actual cost of work listed in paragraph 6.3.7.

### GC 6.5 - DELAYS

- New paragraph 6.5.3.3 that expressly clarifies that abnormally adverse weather conditions are grounds for extension of *Contract Time*.
- Paragraph 6.5.3.4 has been revised to address "any cause beyond the Contractor's control other than one resulting from a default or breach of *Contract* by the *Contractor*".
- The last sentence of paragraph 6.5.3 that states "The *Contractor* shall not be entitled to payment for costs incurred by such delays unless such delays result from actions by the *Owner*" has been expanded to include actions by the *Consultant* or anyone employed or engaged directly or indirectly by the *Owner* or the *Consultant*.

### GC 6.6 - CLAIMS FOR A CHANGE IN CONTRACT PRICE

New General Condition that addresses the process for the parties to claim for a change in *Contract Price*, which is based on the following principles:

- A "claim" may be made by either party against the other.
- A "claim" only becomes a "dispute" if the *Owner* or the *Contractor* does not accept the *Consultant's* initial finding.
- Claimant has a duty to give timely notice of intent to claim, mitigate loss or expense, keep records, and submit detailed account within a reasonable time.

### GC 7.1 - OWNER'S RIGHT TO PERFORM THE WORK, TERMINATE THE CONTRACTOR'S RIGHT TO CONTINUE WITH THE WORK OR TERMINATE THE CONTRACT

Paragraph 7.1.5.1 has been revised to clarify that the *Owner's* right to utilize the *Contractor's Construction Equipment* is subject to the rights of third parties.

### GC 9.1 - PROTECTION OF WORK AND PROPERTY

New paragraph 9.1.2 that requires the *Contractor* to determine, prior to commencing any work, the location of all underground utilities and structures that are indicated in the *Contract Documents* or are reasonably apparent in an inspection of the *Place of the Work*.

### GC 9.5 - MOULD

New General Condition that addresses the process and the rights and obligations of the parties in the event the *Contractor* or the *Owner* observes or reasonably suspects the presence of mould at the *Place of the Work*.

### GC 10.2 - LAWS, NOTICES, PERMITS, AND FEES

- Paragraphs 10.2.2 and 10.2.3 have been revised to address the procurement and payment of various types of regulatory and other approvals, permits, licenses, etc.
- New paragraph 10.2.7 that addresses the risk of unforeseen regulatory changes that come into force after the time of bid closing.

### GC 11.1- INSURANCE

This General Condition has been substantially revised with different limits and coverages. Insurance provisions that are anticipated to change periodically have been moved to the new CCDC 41 - CCDC INSURANCE REQUIREMENTS, e.g. insurance limits, deductibles and standard exclusions.

### GC12.1 - INDEMNIFICATION

This General Condition has been substantially revised. The obligation to indemnify is now mutual and with respect to claim for third parties for bodily injury or property damage, unlimited in amount.

For more detailed information on a comparison of the changes - [http://iml.ca/pdf/pubs/CCDC2\\_2008\\_JML\\_Chart.pdf](http://iml.ca/pdf/pubs/CCDC2_2008_JML_Chart.pdf)

Note: The new document will necessitate changes to the Standard Stipulated Price Bid for use on Publicly Funded Building Projects in BC. We will advise of those changes at a later date.



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