



A GUIDE
to the use of
CCDC-31 2020 SERVICES CONTRACT
BETWEEN AN OWNER AND A
CONSULTANT

FOR USE ON

PROVINCIALY FUNDED INFRASTRUCTURE
PROJECTS IN BRITISH COLUMBIA

2023

This guide is developed by the Deputy Ministers Industry Infrastructure Forum (DMIIF) Sub-committee for standard consultant agreements, consisting of representatives of the following:

- **Architectural Institute of British Columbia (AIBC)**
- **Association of Consulting Engineering Companies British Columbia (ACEC-BC)**
- **BC Construction Association**
- **BC Housing**
- **Infrastructure BC**
- **Ministry of Finance**
 - **Risk Management Branch**
 - **Treasury Board Staff**
- **Ministry of Citizens' Services**

Public sector construction projects vary in size and complexity, however projects generally require the engagement of an engineer or architect in the lead role, referred to as a Prime Consultant. The [Canadian Construction Documents Committee](#) (CCDC) created CCDC 31 Service Contract Between Owner and Consultant (the Contract) to be used in cases where the engineer is engaged in the lead role. This guide pertains to the use of CCDC 31.

The Royal Architectural Institute of Canada (RAIC)'s Document 6 (Doc6) is the Canadian Standard Form of Contract for Architectural Services to be used when the architect is engaged in the lead role. A separate guide is available for use with RAIC Doc6.

Purpose of Guide:

The purpose of this guide is to provide the Province of BC public sector capital owners requiring Prime Consultant (*Consultant*) engineering services with:

1. Instructions to access the Provincially endorsed CCDC-31 2020 contract (the '*Contract*') and the Supplementary Conditions developed by the Province for use with the contract (the '*Supplementary Conditions*'),
2. Information required to properly and consistently make use of the *Contract* and *Supplementary Conditions*.

SECTION A. Contract

The *Contract* is comprised of the following:

1. Base Agreement:

The base agreement details the services required by the *Owner* from the *Consultant* and explains the project information (location), contract dates, the contract documents, as well as what will the *Consultant* be paid for the services.

This information is the foundation for the *Contract* and it is essential that fields are populated to ensure that all project information is accurate.

CCDC 31 – Service Contract Between Owner and Consultant is a standard service contract for use between an owner and a consulting engineer. Originally adapted from the ACEC 31 at the request of the Association of Consulting Engineering Companies (ACEC), the document was updated in line with the existing CCDC principles and terminology, consistent with the CCDC 2.

This document is available in an electronic format only and must be accessed directly from the CCDC website -» [Documents \(ccdc.org\)](https://www.ccdc.org).

2. Definitions:

Definitions are included in the base agreement. If additional definitions are required, they must be added to the *Supplementary Conditions* – Schedule D.

3. General Conditions:

The *Contract's* standard terms and conditions are referred to as General Conditions (GC's).

These conditions must not be updated and/or changed from their current format, with the exception of changes that have been made in the endorsed *Supplementary Conditions*.

4. Schedules:

- **Schedule A – Services** documents the responsibility of the *Consultant* and is to be completed by the *Owner* for the basic service either by a fixed fee or a percentage based fee. Services for the full professional scope may include the following milestones – Advisory, Pre-Planning - Project Initiation Services, Design - Conceptual Design & Review Services, Preliminary Design & Review Services, Detailed Design & Review Services, and Construction Administration Phase, and Post Construction Professional Services, and would be populated at the time of posting the procurement documentation.
- **Schedule B – Reimbursable Expenses** documents the allowed expenses (photocopying, binding, courier charges, testing, permitting, travel expenses, etc.) under the *Contract*, and should be carefully considered when preparing the draft *Contract*.
- **Schedule C – Time Based Rates** documents the hourly rates for personnel employed by the *Consultant*, and can be used should additional services be required, or should the *Owner* need to hire a *Consultant* on an hourly rate.

5. Schedule D - Supplementary Conditions:

The *Supplementary Conditions* amend the base terms (Base Agreement) and conditions (General Conditions) of the *Contract* and are intended for use by British Columbia Provincial public sector project owners (public sector owners).

The Supplementary Conditions have been developed in collaboration with a sub-committee of the Deputy Ministers and Industry Infrastructure Forum (DMIIF), made up of subject matter experts including representatives from the Province, Architectural Institute of BC (AIBC) and the Association of Consulting Engineering Companies – BC (ACEC-BC) and have been endorsed by the Province’s Risk Management Branch, Legal Services Branch, and Ministry of Attorney General.

The following is a summary of changes outlined in the Supplementary Conditions:

1. **Definitions**

Additional definitions have been included.

2. **GC 4.1 – Payment**

Additional language to ensure that reimbursable expenses are planned for and appropriate paperwork is provided to allow for reimbursement under the *Contract*.

3. **GC 5.1 – Termination and Suspension**

Additional language for provision if the services under the contract are suspended for an extended period of time.

4. **GC 5.2 – Ownership and Use of Documents**

Language has been revised to permit additional controls over the use and distribution of documents pertaining to the Project.

5. **GC 6.1 – Insurance**

Language should be reviewed and updated by the Risk Management Branch, Risk Representative for the Ministry, for each specific project, as needs vary and/or change from depending on owner and program area needs.

Public sector owners must coordinate insurance requirements with the Risk Management Branch.

6. **GC 6.2 – Indemnification and Limitation of Liability**

Language should be revised for each project, as project needs vary and/or change depending on owner and program area needs.

7. **GC 8 – Freedom of Information & Protection of Privacy Act**

This section adds confidentiality requirements related to the Freedom of Information Act (FOIPPA) and disclosure of *Project* information, e.g., requesting approval from the *Owner* to use photos of the *Project* for print media/publication or for a public event/s.

8. **GC 9 – Information Technology (IT) Related Threats**

This section has been added to document the process required to be followed by both the *Consultant* and the *Owner* if an IT threat is identified.

These Supplementary Conditions should be reviewed by the public sector owner procuring the services to ensure suitability for the project, owner and program area and before introducing additional terms into the Supplementary Conditions, public sector owners **need to consult** with Risk Management Branch and the Legal Services Branch.

SECTION D. Reference Documents

Project managers, procurement specialists and contract managers should be aware of the following laws, trade agreements, Freedom of Information requirements, information technology (IT) policies and core policy:

1. TRADE AGREEMENTS

[Trade agreements - Province of British Columbia \(gov.bc.ca\)](#)

2. OCIO

[Office of the Chief Information Officer - Province of British Columbia \(gov.bc.ca\)](#)

3. RISK MANAGEMENT BRANCH

[Risk Management for Government & Provincial Public Sector - Province of British Columbia](#)

[Risk Management Branch \(gov.bc.ca\)](#)

4. FOIPPA:

[FOIPPA Policy & Procedures Manual - Province of British Columbia \(gov.bc.ca\)](#)

5. CORE POLICY AND PROCEDURES MANUAL (CPPM)

[Core Policy & Procedures Manual - Province of British Columbia \(gov.bc.ca\)](#)