SUPPLEMENTARY CONDITIONS

IT'S NOT THE CLAUSE THAT IS ONEROUS, IT'S THE IMPLICATION

CCDC and CCA documents are relied upon as industry standards for their fairness and balance for all parties. But Supplementary Conditions often greatly modify their intent.

FIRST RULE:

Read the supplementary conditions.

SECOND RULE:

You are in control. If they are too onerous for you: Don't Bid & Don't Sign

Good supplementary conditions are clarifying. They are reasonable. They don't alter risk assignment or the responsibilities of the various parties.

EXAMPLES OF CLARIFYING SUPPLEMENTARY CONDITIONS:



Designating the contractor as the "Prime Contractor"



Written permission to change personnel



Requiring a CCDC9B statutory declaration



Align contractual timelines to match statutory timelines in the BC Builders Lien Act



Setting markups on changes where not included in Division 01

Ask yourself, how do they "feel"? If you don't understand, ask for the intent.

