

Keep Your Friends Close: CCDC 30 and Integrated Project Delivery

July 19, 2019

In early 2019, the Canadian Construction Documents Committee (CCDC) released the CCDC 30 Integrated Project Delivery Contract 2018 (the CCDC 30). Various other North American and international industry organizations have also introduced their own form of Integrated Project Delivery (IPD) contracts. Though the CCDC 30 creates exciting new possibilities for the optimization of construction contracting, early adopters should ensure they are well equipped if they want to implement what is, in many ways, an unconventional contractual arrangement.

IPD is at its core a method of contracting that seeks to replace the adversarial nature of segmented traditional construction contracts with a collaborative partnership among the key players. The terms and conditions of IPD contracts are drafted to discourage litigation and increase communication and cooperation throughout the life of the project.

CCDC 30 promotes these goals by, among other things, having major parties involved in a project enter into the same contract, engaging the services and insights of all parties early in the life of the project, working together to create a shared risk/reward pool, and by instituting a waiver of liability between the parties to the agreement to reduce the likelihood of finger pointing in the event of issues during the various phases of a project.

Some of the key differences and areas for concern with CCDC 30 are as follows:

- At the time of contract formation, the design specifications, cost of the project, **and scopes of work for the project are not complete.** Though a “Contract Task Matrix” may be included as a Schedule to the CCDC 30, there is no detailed scope of work included as part of the agreement at formation such as a change order process, occupational health and safety requirements, lien protection provisions, design reviews, etc.
- The risk pool in CCDC 30 includes the anticipated profit of all the parties to the agreement. This is adjusted throughout validation and design and procurement phases of the project. Parties are compensated for their direct and hourly costs throughout the project and paid out of a risk pool if the project costs come below the agreed upon target cost. All participants collectively benefit or suffer based on one party’s actions or omissions. IPD parties should be aware that once the risk

pool has been eliminated, the parties are not entitled to any profit, but the owner is still responsible for all reimbursable costs.

- With few exceptions, the CCDC 30 requires that the teams render decisions unanimously. While this is a laudable concept, in the event of a stalemate, the standard terms of the CCDC 30 do not adequately provide for a quick way to resolve an impasse.
- The CCDC 30 includes an indemnification and waiver of liability regime that requires the IPD parties to waive all claims against each other, except for certain claims that are specifically enumerated. Those enumerated claims, which are not waived, may also be captured by limitations of liability. While this likely falls in line with the philosophy behind CCDC 30 and IPD contracts generally, participants should ensure they are aware of the impact these waivers and limitations may have before executing an IPD contract.

In addition to the above, CCDC 30 raises various other concerns which parties will likely want to address through the use of supplementary conditions. Parties to an IPD construction project should carefully consider the benefits and sacrifices that are inherent within CCDC 30 and determine whether the project and the participants in question are well suited for this type of arrangement.

There will be a steep learning curve for the industry as the CCDC 30 rolls out. But if parties are able to embrace the cultural shift IPD is designed to encourage, select the right projects, and perhaps most importantly choose the right participants, then the authors are optimistic that CCDC 30 and IPD contracts generally could have a positive impact on an industry that is traditionally slow to change.

The content of this article is intended to provide a general guide to the subject matter. Specialist advice should be sought about your specific circumstances.

This article was originally published on [building.ca](https://www.building.ca).

By

[Bill Woodhead](#), [Theron Davis](#)

Expertise

[Construction](#), [Construction Contracts](#)

BLG | Canada's Law Firm

As the largest, truly full-service Canadian law firm, Borden Ladner Gervais LLP (BLG) delivers practical legal advice for domestic and international clients across more practices and industries than any Canadian firm. With over 725 lawyers, intellectual property agents and other professionals, BLG serves the legal needs of businesses and institutions across Canada and beyond – from M&A and capital markets, to disputes, financing, and trademark & patent registration.

blg.com

BLG Offices

Calgary

Centennial Place, East Tower
520 3rd Avenue S.W.
Calgary, AB, Canada
T2P 0R3

T 403.232.9500
F 403.266.1395

Ottawa

World Exchange Plaza
100 Queen Street
Ottawa, ON, Canada
K1P 1J9

T 613.237.5160
F 613.230.8842

Vancouver

1200 Waterfront Centre
200 Burrard Street
Vancouver, BC, Canada
V7X 1T2

T 604.687.5744
F 604.687.1415

Montréal

1000 De La Gauchetière Street West
Suite 900
Montréal, QC, Canada
H3B 5H4

T 514.954.2555
F 514.879.9015

Toronto

Bay Adelaide Centre, East Tower
22 Adelaide Street West
Toronto, ON, Canada
M5H 4E3

T 416.367.6000
F 416.367.6749

The information contained herein is of a general nature and is not intended to constitute legal advice, a complete statement of the law, or an opinion on any subject. No one should act upon it or refrain from acting without a thorough examination of the law after the facts of a specific situation are considered. You are urged to consult your legal adviser in cases of specific questions or concerns. BLG does not warrant or guarantee the accuracy, currency or completeness of this publication. No part of this publication may be reproduced without prior written permission of Borden Ladner Gervais LLP. If this publication was sent to you by BLG and you do not wish to receive further publications from BLG, you may ask to remove your contact information from our mailing lists by emailing unsubscribe@blg.com or manage your subscription preferences at blg.com/MyPreferences. If you feel you have received this message in error please contact communications@blg.com. BLG's privacy policy for publications may be found at blg.com/en/privacy.

© 2025 Borden Ladner Gervais LLP. Borden Ladner Gervais LLP is an Ontario Limited Liability Partnership.