



construction contract form designed for the contractor and subcontractor when performing the required subcontract work for a single, pre-determined fixed price or lump sum, regardless of the subcontractor's actual costs.

For copies of CCA 1, please contact your local construction association.
For more information, please visit the CCA website cca-acc.com.

## Stipulated price subcontract

- Combines the "refer-by-reference" and "stand-alone" approaches into a single form. Users can choose between these two approaches simply by completing either page 2A or 2B (not both) and discarding the other page.
- Clearly defines the scope of the subcontract work by requiring all parties to list all subcontract documents which will comprise the subcontract.
- Provides a detailed description of the roles and obligations of the contractor and the subcontractor, which are carefully co-ordinated with other standard contract forms within the project, e.g. Prime contract (CCDC 2), Client-architect agreement (CCAC Document 6) and Client-engineer agreement (ACEC Document 31).
- Contains provisions that specify the procedures and parties' rights in the case of the owner failing to make a payment.
- Provides change orders and change directives that give the contractor the right to order changes.
- Supplies advanced dispute resolution processes (negotiation, mediation and arbitration) that encourage speedy and inexpensive voluntary resolution of construction disputes.
- Specifies the minimum general liability insurance and "broad form" property insurance coverage that should be carried for all subcontract work.
- Provides standard indemnification provisions that set out the subcontractor's obligations in indemnifying the contractor with respect to claims asserted against the contractor by third parties.
- Contains standard waiver of claims provisions that, subject to provincial legislation, limit both parties' rights in bringing action against each other after completion of the subcontract work.
- Has carefully developed provisions to address specific project situations, such as concealed or unknown conditions, delays, claims, non-payment by the owner, suspension or contract termination, protection of adjacent property, toxic and hazardous substances, construction safety, permits and fees, other subcontractors, construction by the contractor, warranties, etc.