

CANADIAN CONSTRUCTION DOCUMENTS COMMITTEE TERMS OF REFERENCE

January 2008

1. Authority

- 1.1 The Canadian Construction Documents Committee (CCDC) is a joint national committee working under the auspices of the Construction Industry Consultative Committee (CICC).
- 1.2 Any revision or amendment to these terms of reference or procedures is subject to the approval of the CICC.

2. Roles and Responsibilities

- 2.1 The CCDC is responsible for the development, revision, and improvement of Canadian standard construction industry documents for use by Owners, Contractors, Consultants and other participants in both the public and private sectors throughout Canada.
- 2.2 The CCDC reviews its program of activities with the CICC on an annual basis. Such review determines the priorities for revisions of existing CCDC documents and development of new documents.
- 2.3 Marketing, education and promotion of CCDC documents are the responsibilities of the CICC. If requested, the CCDC may assist the CICC in these regards.
- 2.4 The CCDC may receive inquiries, make recommendations, and distribute information to improve bidding and contracting practices, as it deems appropriate.

3. Composition

- 3.1 Representation on the CCDC shall be composed of:
- .1 Two from public sector owners
 - .2 Two from private sector owners
 - .3 Two from the ACEC
 - .4 Four from the CCA, one of whom is from the Province of Quebec
 - .5 Two from CSC
 - .6 Three from the RAIC, one of whom is from the Province of Quebec
- 3.2 The CCDC shall have one non-voting ex-officio member from the legal profession.

- 3.3 The constituent organizations of the CICC are:
- the Association of Canadian Engineering Firms (ACEC),
 - the Canadian Construction Association (CCA),
 - the Construction Specifications Canada (CSC), and
 - the Royal Architectural Institute of Canada (RAIC).
- 3.4 The constituent organizations appoint their representatives and, as required, replacement members to the CCDC who will act as full members if it is anticipated that the regular member will miss the next two or more meetings, or resigns.
- 3.5 The CICC appoints, upon the recommendation of the CCDC, the owner representatives and any ex-officio members.
- 3.6 Members speak for their respective organizations and perform their duties in accordance with their individual terms of reference which provide the authority for them to act effectively in the work of the CCDC.
- 3.7 The Chair and Vice-Chair are elected by the members from amongst themselves and they shall serve for a two year term. Their terms of office may be renewed at the pleasure of the members.

4. Meetings

- 4.1 The meetings should be scheduled to ensure an anticipated total of twelve working days each year.
- 4.2 In the absence of the Chair, the Vice-Chair assumes the chair. In the absence of both the Chair and Vice-Chair, members of the meeting elect a chair for that meeting.
- 4.3 Minutes of CCDC Meetings are distributed to the constituent organizations and the CCDC members.

5. Sub-Committees

- 5.1 The CCDC may appoint sub-committees including at least one CCDC member and specialists in the respective disciplines to make recommendations and to draft documents dealing with specific issues, e.g. insurance and surety issues.
- 5.2 The CCDC may retain legal counsel and may also invite specialists in other disciplines to participate as advisors from time to time on matters requiring special expertise.

6. CCDC Documents

- 6.1 The procedure for review or development of CCDC documents is as follows:
- .1 CCDC documents are developed with the consensus of all CCDC members (including all owners).
 - .2 Consultation drafts of new or revised contract forms are distributed to the constituent organizations for their comment.
 - .3 Final drafts of all new and revised documents (contract forms, standard forms and guides) are sent to the constituent organizations for endorsement prior to publication.
 - .4 No documents may be published without endorsement by all the constituent organizations.
- 6.2 The CCA arranges for the publication, distribution and sales of CCDC documents following their endorsement.
- 6.3 Copyright of CCDC documents is held by the constituent organizations. Reported copyright violations are reviewed and enforced by the constituent organizations.

7. Administration

- 7.1 The services of an Executive Secretary and, as may be needed, support staff and a documentation advisor are provided to the CCDC by the CCA.
- 7.2 The CCDC's administrative and operational costs are underwritten by the CCA.
- 7.3 The wholesale prices of CCDC documents are determined by the CCA in consultation with the CCDC to fund the CCDC operations. All wholesale revenues from CCDC documents accrue to the CCA.
- 7.4 Estimates of revenue and expenditures for the year are prepared by the CCA, in consultation with the CCDC and distributed to the CICC at the beginning of each fiscal year for review.
- 7.5 Quarterly financial statements of operations for the CCDC, against the annual budget, are prepared by the CCA and distributed to the CICC. A copy of these is furnished to the CCDC.

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