

CCDC ARBITRATION PROVISIONS

2026

This bulletin addresses the standard wording found in CCDC 2 – 2020 GC 8.3 – NEGOTIATION, MEDIATION AND ARBITRATION and similar provisions across other CCDC contracts.

The CCDC standard contracts all contain standard dispute resolution provisions which aim to resolve conflicts in a more efficient, less expensive and private manner compared to using the court system. The three steps to the CCDC process are negotiation, mediation and arbitration, with the mediation and arbitration rules being defined in greater detail in CCDC 40 ‘Rules for Mediation and Arbitration of Construction Industry Disputes’.

If the parties are unable to come to an agreement through mediation, CG 8.3.6 of CCDC 2 – 2020 provides that either party may refer the dispute to arbitration by Notice in Writing, provided such notice is provided within 10 Working Days of the mediation’s termination. If such notice is given, the parties are required to enter into a binding arbitration process as set out in CCDC 40.

Similar provisions also exist in the CCDC 15 and 33 Design-Builder to Consultant service agreements. CCDC believes in the importance and effectiveness of CCDC’s standard dispute resolution provisions across all types of delivery models and between different parties. However, CCDC wishes to note, particularly for architects practicing in Ontario, that some providers of professional liability insurance choose to introduce a sub-limit on coverage for projects where the services agreement include any form of mandatory arbitration.

Where the potential for such sub-limits exist, the parties may choose to amend the standard dispute resolution provisions with Supplementary Conditions to remove the mandatory arbitration requirements, rather than be subjected to reduced insurance coverage.

(CCDC bulletins are products of a consensus-building process aimed at balancing the interests of all parties on the construction project. They reflect recommended industry practices. Readers are cautioned that CCDC bulletins do not deal with any specific fact, situation or circumstance. CCDC bulletins do not constitute legal or other professional advice. The CCDC and its constituent member organizations do not accept any responsibility or liability for loss or damage which may be suffered as a result of the use and interpretation of these bulletins.)