

## Comparing 1996 MMCD CCA to 2024 MMCD CCA

Table 1 summarises the changes between the 1996 (original) and 2024 (new release) MMCD CCA. Document users are encouraged review the agreement versions themselves to understand key provisions.

Reviewers noted that certain changes in the 2024 MMCD CCA may be viewed favourably by consulting engineering firms, particularly with respect to changes in professional regulation and indemnities. Other changes including the *Client's* right to audit, the *Consultant's* obligation to follow *Client* procedures and policies, and the *Consultant's* right to terminate improve the MMCD CCA from the *Client's* perspective.

### **Use of contract:**

ACEC-BC recommends that the 2024 MMCD CCA be used for municipal assignments in all circumstances. The contract is fair, balanced, and developed in partnership with influential municipalities. Using the contract as-is supports transparency and equity in municipal procurement, which is in the public interest.

If not already in use, consulting engineering firms are encouraged to request use of the 2024 MMCD CCA when engaging with local government and to express appreciation to those municipalities who use the agreement. Consulting engineering firms are also encouraged to incorporate clauses from the 2024 MMCD CCA in their own internal forms of agreement.

### **Complimentary resources – ACEC-BC Position Papers:**

ACEC-BC has several position papers that support understanding of key terms and reinforce the importance of key terms in the MMCD CCA. All resources are available on the ACEC-BC website and are intended to support contract review, understanding, and negotiation.

- [Indemnities](#)
- [Limitations of Liability](#)
- [Limiting Liability in Professional Consulting Contracts is in the Public Interest](#)

### **Editors:**

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**Table 1: Comparing 1996 MMCD CCA to 2024 MMCD CCA**

1996 Clause	2024 Clause	Summary of Changes 2024 to 1996
-	<b>Agreement (A-1 through A-6)</b>	This is a <b>NEW</b> section
<b>1 - Definitions</b>	<b>Definitions</b>	Streamlined and simplified
<b>2 - Schedules</b>	<b>GC 1 - Priority of Agreement Documents</b>	Renamed and order and naming of Schedules have changed.
<b>3 - Scope of Services</b>	<b>GC 2 - Consultant's Responsibilities</b>	Removed: <ul style="list-style-type: none"> <li>- "review requirements" / "suggest alternatives" / "submit reports"</li> <li>- "contract administrator" / "additional services"</li> <li>- "hazardous waste and environmental issues"</li> </ul> Added: <ul style="list-style-type: none"> <li>- Highlight of professional obligations of Consultants</li> <li>- Sub can be exempt from certain requirements if Client approves</li> <li>- Client audit right for 1 year</li> <li>- Requirement for Consultant to follow Client procedures/policies provided or via Change</li> </ul>
<b>4 - Client's Duties</b>	<b>GC 3 - Client's Responsibilities</b>	No change to content
<b>5 - Fees, Rates and Disbursements</b>	<b>GC 4 - Fees and Reimbursable Expenses</b>	Removed: <ul style="list-style-type: none"> <li>- Details on defined vs. variable remuneration services</li> <li>- Basic vs. additional services</li> <li>- Detail on disbursements (can be included in Expenses)</li> </ul> Simplified: <ul style="list-style-type: none"> <li>- Sub-consultants detail</li> </ul> Added: <ul style="list-style-type: none"> <li>- Requirement for <i>Consultant</i> to pay subs upon payment by Client</li> <li>- Requirement for <i>Consultant</i> to supply back-up to Client upon request</li> </ul>

1996 Clause	2024 Clause	Summary of Changes 2024 to 1996
<b>6 - Payment</b>	<b>GC 5 - Payment</b>	Removed: <ul style="list-style-type: none"> <li>- Details on defined vs. variable remuneration services</li> </ul> Added: <ul style="list-style-type: none"> <li>- Reference to dispute resolution</li> </ul>
-	<b>GC 6 - Changes in the Services</b>	This is a <b>NEW</b> section: <ul style="list-style-type: none"> <li>- Detailed <i>Change Directive</i> and <i>Change Orders</i> obligations</li> <li>- For delays, <i>Consultant</i> must give delay notice within 10 days</li> </ul>
<b>7 - Ownership and Use of Documents</b>	<b>GC 7 - Ownership and Use of Documents</b>	Clarifies: <ul style="list-style-type: none"> <li>- <i>Client's</i> right to use documents but retained clarity on reliance and liability</li> </ul> Added: <ul style="list-style-type: none"> <li>- Explicit requirement to provide <i>Client</i> with documents</li> </ul>
<b>8 - Insurance and Liability</b>	<b>GC 8 - Insurance and Liability</b>	<u>Retained Limit of Liability</u> Removed: <ul style="list-style-type: none"> <li>- <i>Client</i> approval of insurance policies</li> </ul> Added: <ul style="list-style-type: none"> <li>- Requirement for <i>Client</i> to pay <i>Consultant</i> for effort to obtain additional insurance</li> </ul>
-	<b>GC 9 - Occupational Health and Safety</b>	This is a <b>NEW</b> section: Industry standard equitable language, e.g., requirement to carry WorkSafeBC coverage
<b>9 - Indemnity</b>	<b>GC 10 - Indemnity</b>	<u>Indemnity</u> minor change to clause, e.g., removed " <i>agents</i> " from indemnitees Added: <ul style="list-style-type: none"> <li>- Reciprocal exclusion of liability for consequential damages</li> <li>- Exclusions of <i>Consultant</i> liability for changed design/documents and other consultants</li> <li>- <i>Consultant</i> right to rely on manufacturer published details</li> <li>- Exclusion of claims against individuals</li> </ul>
-	<b>GC 11 - Information Technology</b>	This is a <b>NEW</b> section: Reciprocal / equitable addition to notify of breach, and take reasonable steps to minimize impact.

1996 Clause	2024 Clause	Summary of Changes 2024 to 1996
<b>10 - Suspension and Termination</b>	<b>GC 12 - Suspension and Termination</b>	Removed: <ul style="list-style-type: none"> <li>- <i>Consultant</i> right to terminate over <i>Client's</i> failure to engage other/sub-consultants</li> <li>- Requirement for <i>Consultant</i> to pay additional costs in case of default</li> <li>- Statement that <i>Consultant</i> cannot terminate for i defaults except non-payment</li> </ul> Change: <ul style="list-style-type: none"> <li>- Default notice periods increased to 10 days from 5 days</li> </ul>
<b>11 - Dispute Resolution</b>	<b>GC 13 - Dispute Resolution</b>	No change to content
<b>12 - General</b>	<b>GC 14 - General</b>	Simplified: <ul style="list-style-type: none"> <li>- Assignment details</li> </ul> Removed: <ul style="list-style-type: none"> <li>- Specifics on individuals/partnerships</li> </ul>
<b>Schedule A - Services</b>	<b>Schedule A - Services / Proposal</b>	Added: <ul style="list-style-type: none"> <li>- <i>Proposal</i> to Schedule A</li> </ul>
<b>Schedule B - Fees</b>	<b>Schedule B - Fees</b>	No change to content
<b>Schedule C - Insurance</b>	<b>Schedule C - Insurance</b>	Added: <ul style="list-style-type: none"> <li>- Requirement for <i>Client</i> as additional insured on CGL insurance</li> </ul>
<b>Schedule D - Proposal</b>	<b>Schedule D - Key Personnel</b>	<i>Proposal</i> moved to Schedule A Schedule D simplified to Key Personnel
<b>Schedule E - 13 - Other Conditions</b>	<b>Schedule E - Other Conditions</b>	No change to content