

# Using change directives to delay compensation and adjustments to the project schedule

December 22, 2017

By Sandra Astolfo

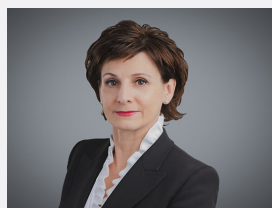
Acceleration; critical path; milestones; liquidated damage; change directives; and change orders. These are terms used in today's fast-paced construction industry where project delays have serious financial consequences and parties are required to perform additional work before the terms upon which the work is to be performed are agreed.

With a significant number of projects going out for tender with partially completed drawings, it is not unusual to have hundreds of change orders and hundreds of change directives issued during the course of the project, all in an effort to ensure that the project is completed on time. Unfortunately, when it comes to change directives, the entitlement to payment for additional work and adjustment to the contract time are only addressed once a change order is issued. When this conversion (from change directive to change order) takes place at the end of the project, a financial burden and risk of non-payment is placed upon the parties performing the additional work.

This article examines how some Canadian courts have interpreted the change order and change directives provision of the CCDC 2 contract and how the process for making changes to the original scope of work can be used to delay payment, resulting in frustration and litigation. CCDC 2 entitles an owner to change the scope of the work without invalidating the contract; however, the owner can only do so through change order or change directive. In fact, the contractor is not required to perform the additional work until a change order or change directive has been issued.

To read the full article in The Construction Economist, please [click here](#).

For more information or inquiries:



Sandra Astolfo

Toronto  
416.947.5045

Email:  
Sastolfo@weirfoulds.com

Sandra Astolfo is a Partner at WeirFoulds with a practice devoted to infrastructure and construction law. She has worked with her clients for almost 30 years and is a frequent speaker at continuing legal education programs and industry conferences.



[www.weirfoulds.com](http://www.weirfoulds.com)

#### Toronto Office

4100 – 66 Wellington Street West  
PO Box 35, TD Bank Tower  
Toronto, ON M5K 1B7

Tel: 416.365.1110  
Fax: 416.365.1876

#### Oakville Office

1320 Cornwall Rd., Suite 201  
Oakville, ON L6J 7W5

Tel: 416.365.1110  
Fax: 905.829.2035