You asked. We answered!

The top 10 questions asked about CCÐC **9** – Statutory Declaration of Progress Payment Distribution

1. **If there is a known payment dispute between a contractor/subcontractor and their vendor, but this dispute is unresolved, can the contractor/subcontractor still declare that accounts have been paid?**

   This would fall under the third exception, 'payment withheld by reason of legitimate dispute which has been identified to the parties or parties from whom payment has been withheld.' Even though the dispute is unresolved, it has been identified, and, as such, would allow the declarant to truthfully declare that all accounts – other than those unpaid as a result of said dispute – have been paid. If there are any issues with respect to the legitimacy of the dispute, then this may be a dispute itself.

2. **What happens if the statutory declaration is to be signed and submitted for the fifth application for payment, but I have not yet received any payments?**

   You should not be submitting a statutory declaration if you have not received any payments throughout the performance of the work as required by the contract, given that the purpose of the CCDC 9 is to confirm that monies received have been distributed down the contractual chain. In the absence of any such payments, it would be untruthful to state that you have distributed it down the chain of payment. Submitting such a fraudulent declaration could give rise to perjury and potential criminal prosecution.

3. **Is the box at the righthand corner for the previous application for payment, or for the application for payment being submitted with the statutory declaration?**

   The box at the top righthand corner refers to neither of these things. Rather, the box at the righthand corner refers to the last Application for Payment for which the Contractor or Subcontractor has received payment. It is the number of that Application for Payment that should be referred to.

4. **If an Owner receives a Stat Dec from a Contractor, but it is alleged that the Subcontractors and Suppliers have not been paid, what can the Owner do? What can the sub and suppliers do to ensure that they get paid?**

   The Owner should seek clarification from the General Contractor about any alleged or actual non-payment, and take appropriate action as entitled under the Prime Contract. Subcontractors and Suppliers can take action under their subcontract as well. Additionally, if there is any knowledge of a fraudulent declaration being submitted, consider reporting such criminal actions to the relevant authorities.

5. **Can a CCDC 9 be issued if only a partial payment of the invoice provided is received – e.g., invoice for $40,000 but only $30,000 is received?**

   If partial payment falls under one of the three exceptions enumerated in the document, then a CCDC 9 can be truthfully declared and signed without issue. However, if the partial payment is outside the three identified exceptions, then the underlying issue behind non-payment should be resolved before referring to the last payment received in the top righthand corner of the document.

6. **What implications arise when a Contractor is submitting a CCDC 9 Statutory Declaration, together with Application for Payment number 9, but the only payment received is with respect to Application for Payment number 1?**

   The box at the top righthand corner will simply refer to Application for Payment Number 1 if that is the last application for payment for which you have received payment.

7. **Can one statutory declaration form be used for both final progress payment and the release of holdback?**

   Yes, if circumstances are such that the CCDC 9 applies to both a progress payment and the release of holdback, then both boxes can be checked.

8. **Is there an obligation to verify that the person who signed the CCDC 9A has the authority to sign?**

   If there are any doubts as to the signing authority of an individual, the recipient of the Statutory Declaration may consider requesting proof of the resolution granting such authority or any other proof of authority.

9. **Can the CCDC 9A be used with different contract types, for example, a cost plus or unit price contract, design-build, or construction management contract?**

   Yes, the CCDC 9 can be used with different contracts and is not limited to use with a stipulated price contract.

10. **Is the CCDC 9 Stat Dec form legally valid without the CCDC copyright seal? Scanned copies?**

    A Copyright Seal must be used on CCDC documents. The use of a CCDC document not containing a CCDC hardcopy Copyright Seal constitutes an infringement of copyright. However, this is not the only purpose a CCDC Copyright Seal serves: the seal's application is a representation that the document has not been changed from its original form. For that reason, the recipient of a Statutory Declaration should ensure that there is a hardcopy Copyright Seal affixed to the front of the document. Even if the parties agree to using scanned copies of the CCDC 9 documents, a printed document with a hardcopy Copyright Seal affixed to the front should be kept for record purposes.