

CCDC Construction Management Contracts

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Summary

The purpose of this Practice Tip (PT) is to address the CoP holder's role in providing architectural services including contract administration for projects utilizing construction management project delivery. The Canadian Construction Documents Committee (CCDC) publishes standard forms of contracts and guides for project delivery, including for use when implementing construction management (CM) project delivery.

The CCDC publishes a suite of three standard contract forms for the two basic variations of CM project delivery:

- For Construction Management for Services (also known as “Construction Manager as Agent” or “Construction Manager Not at Risk”)
 - CCDC 5A Construction Management Contract – for Services, and
 - CCDC 17 Stipulated Price Contract for Trade Contractors on Construction Management Projects
- For Construction Management for Services and Construction (also known as “Construction Manager at Risk”)
 - CCDC 5B Construction Management Contract – for Services and Construction

This PT will provide an overview of the following:

- General background of what is construction management
- Brief summary of the CCDC 5A, CCDC 5B and CCDC 17 contract forms
- How construction management can affect certificate of practice (CoP) holder's services and proposed items for consideration
- Suggested Procedures when becoming familiar with construction management
- References

Individual Practice Tips in the PT.23 series were prepared for each of the three CCDC contract forms prepared for CM project delivery issued in 2010. Additional Practice Tips are being prepared for the 2025 versions of these three construction contracts.

Note: In June 2025, CCDC published updated versions of these three standard contract forms. A quick transition to the new versions is encouraged. It is anticipated that by Summer 2026, the 2010 versions of the contracts and their associated guides will no longer be available for download.

Background

1. What Is Construction Management?

Construction management is a term used to describe models for project delivery where a construction manager is engaged, particularly for performance of advisory services during the design and pre-construction phase. Where the CM also undertakes performance of construction work in the CM for services and construction model, the CM's role during the construction phase is similar to that of the general contractor in the design-bid-build project delivery model (CCDC 2).

In all variations of CM project delivery, the owner engages a CoP holder and design team (i.e. *Consultants*) to design and prepare construction documents, but the owner also typically engages the CM, as an advisor to the owner and design team, to collaborate during the design and pre-construction phases with respect to constructability, estimated construction costs, and project scheduling.

Where the CM is responsible for services and construction, there is also opportunity for construction work to commence earlier than is typically possible for design-bid-build delivery as the owner and CM may agree to proceed with certain work using partially completed construction documentation. Accordingly, a CM requires construction expertise and the trust of the owner. While early engagement of the CM is most common, a CM may also be brought on board after construction documents have been prepared. As both CM delivery models require the CM to undertake a supervisory role during the construction phase and performance of the work, the CM will typically have a full-time person on site acting as a site superintendent.

In construction management project delivery, work packages are prepared by the CM together with the owner and design team for bid by individual trades – the full scope of work is not issued for tender by general contractors as it is in a typical design-bid-build project delivery. For example, excavation, foundations, or structure can be bid as one or more packages before the construction documents are completed for interior works. Such sequential tendering or issuance of multiple bid packages impacts the consultant's workflow and must be coordinated with and accounted for in the consultant's contracts. Contracts with the individual trade contractors are then entered into either directly by the owner (when the CM is responsible for services) or by the CM as subcontracts (when the CM is responsible for services and construction). The CM's responsibility for performance of the construction work is the key distinction between the two basic variations of construction management project delivery – one with CM as advisor providing *Services* only; and the other with CM as advisor, plus acting as contractor undertaking responsibility for the construction work.

Both CM delivery models provide for the CM to be paid a fee for its performance of services and reimbursed for incurred expenses, on the basis of any of a stipulated amount, hourly rates, or a percentage fee based on cost of the work. For the "CM for services and construction" delivery model, the CCDC 5B additionally provides for the CM to be compensated for the performance of the *Work* on a "cost plus" basis (limited cost certainty for the owner) with options that can be exercised later by the parties (once design and procurement are further advanced) to provide for a guaranteed maximum price (GMP), various arrangements of GMP with a sharing of cost savings between the owner and CM, or for the contract to be converted to a stipulated price, similar to a CCDC 2.

2. Brief Summary of CCDC 5A, 5B and 17

The CCDC 5A and CCDC 17 contract forms are intended for use when the construction manager (CM) acts as an "agent of the *Owner*", in a limited capacity, also referred to as an advisor to the owner, providing only construction management services. In this delivery model, the owner contracts directly with the construction manager for the provision of its services using the CCDC 5A document and directly with all trade contractors for their performance of the construction work using the companion CCDC 17 document. While the CM's services typically include coordination of the trade contractors, the CM has no direct contractual relationship with the trade contractors and is not directly responsible for the trade contractors' performance.

As no single trade contractor has responsibility for the construction site pursuant to this delivery model, the CCDC 5A provides that the owner is responsible for construction health and safety at the construction site and the CM's services may include responsibility for establishing, initiating, maintaining, and overseeing the health and safety precautions and programs required to be put in place. In Ontario, this means that the owner will likely be considered the "constructor" for the purposes of Occupational Health and Safety Act (OHSA) unless express arrangements are made to delegate this role to the CM such as through supplementary conditions. Where this occurs, it is also recommended that the owner also amend its contracts with trade contractors to recognize this role being undertaken by the CM. Similar to the CCDC 2 (stipulated price/lump sum) and CCA-1 (stipulated price subcontract) standard contract forms, the CCDC 17 provides for the trade contractor to perform construction work on a stipulated price basis.

The CCDC 5B contract form is used when the CM undertakes performance of the construction work in addition to construction management services. In this delivery model, the owner contracts directly with the CM using the CCDC 5B document. The CM provides pre-construction services as an owner's advisor in the design phases. Trade contractors are then engaged by the CM as subcontractors, often using the CCA-1 standard form of subcontract. As a result, during the project's construction phase the CM's obligations closely resemble those of a general contractor under delivery models such as design-bid-build, such as direct contracting with *Subcontractors*.

3. How Construction Management Can Affect CoP Holder's Services

The professional role of the CoP holder as administrator of the construction contracts held by the owner can be more complex in CM project delivery, particularly in "CM as Agent" project delivery, because there are more stakeholders (such as the owner, sponsor/lender, CM, trade contractors, subcontractors, suppliers, and others in the pyramids of contracts).

While some CoP holders may have reservations about involvement in a project that includes a construction manager as part of the team, CM project delivery can be a viable and effective alternative method of delivery. Construction management offers valuable advantages, though it may not be the best fit for every project. The CM's services often include the provision of construction advice. When seeking CM services (whether via an RFP or other form of procurement), owners may consider the education, training, construction experience, and construction management experience (as may be appropriate to the project) of the CM's team members, especially their proposed project manager, estimator and superintendent. Currently, there are no regulatory requirements governing the role of a Construction Manager in Ontario. Holders may also want to consider these factors before becoming involved in a project with a CM that is inexperienced.

It is also important to understand from the client if the CM will join the project team during the design phase, as this will likely impact the design services of the holder and other consultants. Here are some ways that CM project delivery models may affect the holder's services (as compared to the more common design-bid-build delivery using a stipulated price contract such as the CCDC 2) and introduce complexity and risks:

3.1 General and Administrative Items to Monitor

- Be aware that with a CM as an owner's advisor, the project team is more complex, and it is possible for the roles and responsibilities of the holder and CM to overlap and become blurred. Additionally, advice from the holder may, at times, conflict with that of the CM. This relationship and complexity can impact the level of effort required of the holder.
- Holders may have less direct contact with the owner as coordination and other communication services may be undertaken by the CM. During the construction phase in particular, the CM will often take the lead.
- In the CM for services and construction delivery model where the CM and owner have an agreement that includes shared costs savings for the work, there can be more extensive requests or recommendations from the CM to consider product/material substitutions and additional design alternatives.
- For either CM delivery model, if the owner and CM are unwilling to share a copy of their agreement with the holder, the holder's ability to perform any contract administration and related obligations will be materially undermined, including hindering of the holder's ability to understand the level of administration and coordination expected or required.

3.2 Possible Impacts on Design Services Phase

- There may be more options requested during design phases as the CM considers different construction techniques and/or materials.

- In both the CCDC 5A and 5B contracts, the CM's services schedule provides the option for the CM's services to include preparing or confirming the *Construction Cost Estimate* at each phase of the design and advising the owner of recommendations for corrective action when it exceeds the *Construction Budget*. The CM's involvement in cost control during the design phase may reduce the risk of cost overruns during bidding.
- The holder's design concerns and the CM's objectives, may not always coincide; the owner will play a crucial role in making decisions and balancing priorities.

3.3 Possible Impacts on the Development of Construction Documents

- The preparation of some drawings is often requested to be expedited, reducing available time for coordination and checking for completeness and errors.
- The CM often requests preparation of drawing and specification packages for specific trades versus the single comprehensive set of drawings and specifications typically prepared for a single tender under the design-bid-build project delivery model. This requires more time to coordinate and modify earlier packages (e.g. site works and structural design) as the later packages get completed, plus additional printing and preparation costs. It is further noted that the quantity of drawing packages required to be prepared by the holder for the tendering process may also be subject to change by the CM and client during the pre-construction phase. It is accordingly recommended that the holder's scope of services specify the original expectations for tender drawing packages so that any changes to these expectations can be addressed as a change to the holder's services under their contract.
- The CM may wish to change Division 01 of the specifications (e.g. general requirements which set out the duties and responsibilities of the owner, CM and consultants).

3.4 Possible Impacts on Bidding

- Though identified during the development of construction documents, some difficulty may remain in defining the scope of contract document packages for contractors performing work for more than one trade or division of the specifications. The bid management process implemented by the CM as part of its services should clearly identify the scope of work for each trade and communicate to the holder any resultant adjustments needed within the construction documents.
- Good communication from the CM regarding the status of bidding and contract awards is essential.
- The CM and/or trade contractors will often request or suggest substitutions or alternatives to products, materials, and methods specified by the holder. The CM may present the feasibility of the change, along with any impacts, to the owner, consultants and holder for discussion. Anticipated cost savings should include any cost for changes to the holder's and its consultant's services, for example, updating the contract documents.

3.5 Possible Impacts on Approvals and Permit Processes

- As noted above, the roles and responsibilities of the CoP holder and CM may overlap and become blurred. This risk can arise in respect of the parties' roles and responsibilities for the management of approval and permitting processes. Address this at the project outset and include it in the project communications plan.
- Approval and permitting processes can give rise to scheduling conflicts outside of the control of the project team, including the variability of these processes for a particular project. As a result, members of the project team involved in the project's design and delivery of construction services should discuss the constraints and options for achieving the owner's requirements, such as obtaining partial or conditional permits and issuing sequential tenders.
- As changes or substitutions are considered, assessing compliance risk may also require review of anticipated timing and costs to revise approvals and/or permits already obtained by the owner.

3.6 Possible Impacts During the Construction Phase

- If not amended through supplementary conditions, CM at Risk project delivery under CCDC 5B provides for the *Consultant* to undertake the role of making interpretations and findings in matters relating to performance of the *Work* or the requirements of the *Contract Documents*.

Under the CCDC 17 for CM as Agent project delivery, however, it is the CM that is to make interpretations and findings in matters relating to performance of the *Work* or the requirements of the *Contract Documents*, except with respect to any and all architectural and engineering aspects of the *Work* and the *Consultant* is only obligated to give interpretations and make findings on matters in question relating to the requirements of the design.

Consider whether the construction contract, or your professional services contract, may need to be adjusted to align with client expectations.

- For CM at Risk project delivery, CCDC 5B provides for the *Consultant* to undertake the role of payment certifier for the CM's *Fee for Construction Services* and the *Work*, but not for the CM's *Pre-construction Services*.

Under CCDC 17, for CM as Agent project delivery, the CoP holder is not responsible to certify payments to be made to trade contractors as this is undertaken by the CM. As a result, the holder will have less involvement and knowledge about the project's financial progress. CCDC 17, however, still contemplates the consultant's involvement with the CM in certifying substantial performance of the work and the holder may be asked to prepare certificates of substantial performance for many separate trade contracts.

Payment certification and related services accordingly require close coordination between the architectural services and construction contracts.

3.7 Possible Impacts For Project Close-Out & Commissioning

- At the beginning of the project, establish who is coordinating the delivery of close-out documents and commissioning services. This may also include a 3rd party commissioning agent.

Suggested Procedures

For projects using the construction management delivery models and associated CCDC standard form of contracts, holders should consider the following general procedures:

1. **Do your research – understand the roles, risks and other items such as the impacts on level of effort and associated fees:** Become familiar with the construction management form of project delivery, including a thorough review of CCDC guides and standard contract forms, as well as sources for additional information such as Royal Architectural Institute of Canada (RAIC), Canadian Handbook of Practice (CHOP), OAA Practice Tips, and OAA recommended supplementary conditions.

Pay close attention to items such as:

- Understanding the roles of each stakeholder and level of experience with construction management project delivery, as well as the timing of when the CM would be integrated into the lifecycle of the project, as this will affect the role/tasks of the CoP holder.
- The potential risks for client/owner, CoP holder and construction manager.
- The possible impacts to the architectural services fee structure and any subconsultants retained by the holder, along with any client's consultants with whom the holder may coordinate.

While you can appropriately share with your client your understanding and experience with construction management projects, remember to avoid giving legal advice.

2. **Client's Selection of CM for a Project:** To clients/owners asking about construction management, provide information, sources for additional information, and possible pros and cons of the various CM project delivery options. Remember that the determination of the project delivery method is an owner's decision. If you advise and make strong recommendations it may be seen as your decision, and your risk.

Note that for CM as Agent delivery under the CCDC 5A, with each trade having a direct contract with the owner, the owner will likely be considered the “constructor” under OHSA, unless express arrangements are made to have the CM undertake this role, such as through supplementary conditions. Remember to avoid giving legal advice while sharing your understanding and experience.

- 3. Discuss the client expectations and how this will impact professional services contracts for the consultants on the team:** Coordinate the holder’s services in its agreement with the client/owner with (i) the role being performed by the CM in its contracts with the owner (the CCDC 5B or CCDC 5A) and (ii) the role being performed by the holder in the client/owner’s construction contracts (the CCDC 5B or CCDC 17). There may be additional, or possibly fewer, services and fees warranted for construction management projects. As it pertains to preparing contracts for professional services (e.g. OAA Contract Suite 2021), including when you engage the consultants, take time to review the scope of Additional Services as they may overlap with the CM’s services. This same process should be applied to other disciplines (e.g. MEP, Structural, etc.).

In the context of CCDC 5B, discuss the likelihood that the client/owner may explore the different CM compensation options (such as the GMP Option, the GMP Plus % Cost Savings Option or the Stipulated Price Option) as this will affect the holder’s services agreement, as well as the services of the other consultants on the team. Refer to CCDC 46, a guide to CCDC 5B, and related Practice Tips and other resources noted below.

- 4. Consider critical items you may want to coordinate with the Owner/CM contract, including supplementary conditions:** If presented with CCDC 5A, CCDC 5B or CCDC 17 contracts by a client/owner or CM, discuss with them the impact on your professional services. Coordinate the holder’s contracted services with those expected by the client/owner or CM for the project. Consider incorporation of the OAA recommended supplementary conditions in the Practice Tip corresponding to each of the CCDC contract forms as noted below. Consult a lawyer as required. Clients contemplating the use of supplementary conditions should be advised to seek their own legal counsel.

Note: Be aware of conflicts of interest and the possible impact on your professional liability insurance (PLI) coverage if providing architectural services and construction services in respect of the same project or part thereof.

If considering taking on the CM role, be aware of the potential conflicts of interest, coverage exclusions under your insurance policies (e.g. PLI), as well as other legal and contractual responsibilities (e.g. related to being a “constructor” under OHSA, requirements under Tarion, etc.). Consult with legal and insurance advisors including, but not limited to, professional liability insurance advisors prior to taking on this role. Refer to *Architects Act*, Regulation 27, Section 43, and Practice Tip PT.26 – “Provision of Architectural Services and Construction Services – Conflict of Interest Guideline”, as well as your Pro-Demnity policy, including specifically Exclusion 29. Delivery of Construction Services.

References

CCDC website – for contracts, including the CCDC 5B related subcontract CCA 1-2021 Stipulated Price Subcontract, and guides such as CCDC 45-2010, 46-2010 and 47-2010

PTs 23.13, 23.14, & 23.15 which discuss CCDC 5A-2010, 5B-2010, & 17-2010

PT.23.23, PT.23.24 & 23.25 which discuss CCDC 5A-2025, 5B-2025 & 17-2025

PT.26 Conflict of Interest Guideline – Provision of Architectural Services and Construction Services; including reviewing Pro-Demnity Policy Language

OAA Contracts and Guides: Services Schedules and Appendices; Guide Commentary (refer to “General” and “Delivery Method and Construction Contract”)

The OAA does not provide legal, insurance, or accounting advice. Readers are advised to consult their own legal, accounting, or insurance representatives to obtain suitable professional advice in those regards.
