# Construction Contract Agreement

A construction or renovation contract between a contractor and client

**Agreement date:** _____ **Effective date:** _____

Use this agreement with a detailed scope, drawings, specifications, schedule, allowances, and change-order process. Construction work may require permits, licensed trades, insurance, safety procedures, and statutory contract disclosures.

## 1. PARTIES

**Owner / client legal name:** _____
**Address, email and phone:** _____

**Contractor legal name / registered business:** _____
**License number, address and contact:** _____

## 2. KEY DETAILS

**Project name and site address:** _____

**Contract price and currency:** _____

**Deposit / initial payment:** _____

**Commencement and substantial completion dates:** _____

**Plans, specifications and schedules attached:** _____

**Project manager / authorized representative:** _____

## 3. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The Contractor will perform the work described in this Agreement and the attached scope, drawings, specifications, schedule, allowances, and approved change orders (collectively, the “Contract Documents”). List all attachments: _____.

If Contract Documents conflict, the order of precedence is: _____, subject to mandatory law and any written clarification signed by both parties.

## 4. SCOPE OF WORK AND EXCLUSIONS

The Contractor will provide the labor, supervision, materials, equipment, and services expressly listed in the attached scope. Key work items and measurable deliverables include: _____.

Work excluded from the contract price includes: _____. Any assumption about site access, existing conditions, utilities, hazardous materials, or owner-supplied items must be recorded here: _____.

## 5. PRICE, ALLOWANCES AND PAYMENT

The contract price is the amount stated above, subject to approved changes and any adjustment mechanism expressly stated here: _____. The price includes the following taxes, fees, allowances, and provisional sums: _____.

Progress payments will be made against these milestones: _____. The Contractor will submit invoices with reasonable supporting details. Payment is due within _____ days after a valid invoice, subject to any statutory payment rules, holdbacks, or certification requirements.

Retention, deposits, security, and final payment arrangements: _____. No payment term waives mandatory consumer or construction payment protections.

## 6. TIME, ACCESS AND DELAYS

The project is expected to begin and reach the stated completion milestones. Working hours, site access, delivery windows, and restrictions are: _____.

The Contractor will notify the Client promptly of events likely to delay the work, including weather, labor or material shortages, concealed conditions, permit delays, or client-directed changes. Extension of time and any cost adjustment will be assessed under this procedure: _____.

## 7. PERMITS, CODE AND INSPECTIONS

Responsibility for obtaining building permits, planning approvals, inspections, utility approvals, and other authorizations is allocated as follows: _____. No party may direct work that violates applicable building codes or safety requirements.

The Contractor will use appropriately qualified and licensed personnel where required and will arrange inspections applicable to its scope. Permit numbers and authorities: _____.

## 8. MATERIALS, SUBSTITUTIONS AND WORKMANSHIP

Materials, brands, grades, finishes, and equipment will meet the specifications in the Contract Documents. Substitutions require written approval from the Client, except where urgent replacement is necessary and approved under the agreed process.

The Contractor will perform the work with reasonable skill and care and in accordance with applicable codes and approved plans. Product warranties, workmanship warranty period, exclusions, and claim procedure: _____.

## 9. SITE SAFETY, INSURANCE AND SUBCONTRACTORS

The Contractor will maintain reasonable site safety procedures and comply with occupational health and safety requirements applicable to its work. Site safety responsibilities, emergency contacts, and access rules are: _____.

Insurance required from the Contractor, including public liability, workers' compensation, vehicle, or professional coverage where applicable: _____. Evidence of coverage will be provided on request.

The Contractor may engage qualified subcontractors but remains responsible for coordinating and supervising its contractual scope. Subcontracting restrictions: _____.

## 10. CHANGES AND CONCEALED CONDITIONS

No change to scope, price, materials, or schedule is binding unless recorded in a written change order describing the work, cost impact, and time impact and signed by authorized representatives.

If concealed, hazardous, or materially different site conditions are discovered, the Contractor will stop affected work where necessary for safety, protect the site, notify the Client, and obtain instructions before proceeding where reasonably practicable.

## 11. INSPECTION, COMPLETION AND DEFECTS

The Client may inspect work at reasonable times without interfering with safe operations. Inspection or payment does not waive latent defects or obligations that survive under law.

Substantial completion criteria, practical completion inspection, punch list process, occupancy approvals, and final handover documents are: _____. The Contractor will address agreed defects within a reasonable period and any applicable warranty period.

## 12. SUSPENSION, TERMINATION AND DISPUTES

A party may suspend or terminate for material breach after written notice and any legally required cure period. The Client may terminate for convenience only under this agreed process: _____. Payment on suspension or termination will account for completed work, committed materials, and lawful demobilization costs.

Disputes will first be referred to _____ (project meeting / mediation / adjudication / arbitration / court), subject to mandatory statutory procedures. Governing law and venue: _____.

## 13. GENERAL PROVISIONS

The parties will maintain project records, notices, approvals, invoices, and change orders. Notices will be sent to the contacts above. Amendments must be written and signed by authorized representatives.

This Agreement and its attachments are the entire agreement. If a provision is invalid, the remainder continues to the extent permitted by law. Nothing limits liability that cannot lawfully be excluded.

## SIGNATURES

By signing below, each party confirms that they have read this Agreement, understand its terms, and agree to be bound by it to the extent permitted by applicable law.

| PARTY 1 | PARTY 2 |
|---|---|
| Name: _____ | Name: _____ |
| Signature: _____ | Signature: _____ |
| Date: _____ | Date: _____ |
| Witness (if required): _____ | Witness (if required): _____ |
| Signature: _____ | Signature: _____ |

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