

CONSTRUCTION CONTRACT AGREEMENT

Project Location: _____

Contract Number: _____

Parties Involved:

Owner / Client (Name and Address): _____

Contractor (Name and Address): _____

Project Description:

The Contractor agrees to furnish all labor, materials, equipment, and services necessary for the construction, completion, and delivery of the project described herein, in accordance with the plans, specifications, and terms set forth in this Contract.

Contract Amount and Payment Terms:

Total Contract Price: _____

CAD

Payment Schedule / Terms: _____

1. Scope of Work

The Contractor shall perform the work as described in the attached drawings, specifications, and any addenda issued by the Owner or Owner's Representative. Any changes to the scope shall be documented in writing and signed by both parties.

2. Contract Time

The Contractor shall commence work promptly and diligently and shall achieve substantial completion of the work within the agreed timeframe as specified in the project schedule. Time is of the essence in this Contract.

3. Permits and Regulations

The Contractor shall obtain and pay for all permits, licenses, and inspections required to perform the work. All work shall comply with applicable Canadian federal, provincial, and municipal laws, codes, regulations, and standards.

4. Change Orders

Any modifications or changes to the Contract scope, price, or schedule shall be made only by written Change Orders signed by the Owner and the Contractor prior to the commencement of the changed work.

5. Warranties

The Contractor warrants that all materials and workmanship shall be free from defects for a period of one (1) year from the date of substantial completion, except for defects caused by normal wear and tear or misuse. This warranty is in addition to any statutory warranties imposed by law.

6. Insurance and Liability

The Contractor shall maintain necessary insurance coverage, including general liability and workers' compensation, and shall provide certificates of insurance upon request. The Contractor shall indemnify and hold harmless the Owner from claims arising out of the Contractor's performance of the work.

7. Site Conditions and Safety

The Contractor shall be responsible for jobsite safety and for complying with all applicable workplace health and safety regulations. The Owner shall provide access to the site and shall notify the Contractor of any known hazardous conditions.

8. Delays and Extensions

The Contractor shall notify the Owner promptly of any circumstances that could delay the work. Extensions of time may be granted for causes beyond the Contractor's control, including force majeure events, provided written notice is given within a reasonable time.

9. Termination

Either party may terminate this Contract upon material breach by the other if such breach is not cured within a reasonable period after written notice. Upon termination, the Contractor shall be entitled to payment for work performed to date, less any damages incurred by the Owner.

10. Dispute Resolution

Any disputes arising under this Contract shall first be addressed through good faith negotiations. If unresolved, disputes shall be submitted to mediation, and if mediation fails, to binding arbitration in accordance with the laws of the Province where the Project is located.

11. Governing Law

This Contract shall be governed by and construed in accordance with the laws of Canada and the Province relevant to the Project location, without regard to conflict of law principles.

12. Entire Agreement

This Contract, including all attached exhibits, drawings, and specifications, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

13. Notices

All notices required or permitted under this Contract shall be in writing and delivered personally or sent by registered mail, courier, or electronic mail to the addresses of the parties specified above, and shall be deemed received upon delivery or three (3) business days after mailing.

14. Signatures

OWNER / CLIENT SIGNATURE

CONTRACTOR SIGNATURE

Signature: _____

Signature: _____

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