

Construction Contracts

10 things to watch out for

Are your construction contracts up to the demands of our changing world?
Here are 10 things to check before you sign:

- ✓ Does the contract expressly deal with COVID-19 impacts – who bears the risk of additional time and cost?
- ✓ Does it expressly deal with future pandemics or epidemics?
- ✓ Does the owner have the right to unilaterally suspend the works and is there provision for additional time and cost?
- ✓ How are changes in cost of labour/plant/materials accounted for?
- ✓ How is currency fluctuation risk dealt with?
- ✓ How wide is the force majeure definition?
- ✓ Is there compensation for adverse weather – if so are there specific criteria to be met?
- ✓ Does it specifically deal with climate change events that could impact your project?
- ✓ Does it expressly deal with contamination / pollution issues – does the polluter pay?
- ✓ Does your contract currently address Statutory and Regulatory changes by national, provincial, municipal and local governmental bodies?

“Having discussed and considered present contracts against what we are learning with our fast changing world, there seems to be little doubt that contracts need a fresh look with a view to the future of construction around the world.”

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