

72 Happy Valley Road, Wellington 6023
M: 0226227817: LL: 043834922
mark@owhirobuiders.nz
owhirobuiders.nz



Dear Home Renovator

Thank you for inviting us to complete your renovation project to your Wellington home.

Our company, Owhiro Builders Limited, has been able to repurpose scores of residential homes and office buildings in the different parts of Wellington. Teamed with our specialist consultants and professionals combined with many years of experience in the construction business, we can promise you excellent workmanship from start to completion of the project.

As the job includes a lot of detailing and price comparisons, we offer you this estimate that can match the industry's standards. We are in no doubt the quality and service that we bring will be suited to your needs and meet your expectations.

Feel free to contact us anytime.

Kind Regards

A handwritten signature in blue ink, appearing to read 'Mark Forsyth'.

Mark Forsyth
Owhiro Builders Limited
mark@owhirobuiders.nz

About Us

Our company, Owhiro Builders Limited, is an established construction firm, creating and renovating homes and offices in different locations. The expertise and experience we offer is based on the industry's standards, all for a reasonably packaged price. As your trusted partner, we are assuring you of an excellent workmanship from start phase of the construction until the turnover of the project.

We are a team of competent builders and carpenters who will be your partner in the development of your property. We collaborate with industry leading Architect to ensure your ideas are translated accurately, and an experienced and independent Quantity Surveyor to make sure your costs are correct to national expectations.

If it's renovating a home or a reconstruction of an office building, we are dependable professionals who offer outstanding services from pre-construction to cost scheduling.

Company Details

Owhiro Builders Limited
72 Happy Valley Road, Owhiro Bay,
Wellington 6023
mark@owhirobuilders.nz
owhirobuilders.nz
022 6227817

Architect

Daryl Cockburn MSc (Edinh) DipArch architect planner
Palazzo 31
42 Vivian St & 117 Tory St
Wellington 6011
04 38 28 962
021 36 1805
darylcockburn@iCloud.com
NZRAB 917

Quantity Surveyor

John Barton MNZIQS. Registered QS
Workshop Quantity Surveyors Ltd
PO Box 28029 Kelburn
Wellington 6150
04 475 3980
027 431 1145
wqsltd@xtra.co.nz

Construction Proposal Agreement

Agreement Terms

Construction Agreement

This Construction Agreement is made and entered into as of _____ (DATE) by and between _____ (YOUR NAME), hereinafter referred to as the "CLIENT" and **Owhiro Builders Limited**, hereinafter referred to as the "CONTRACTOR";

Witnessed:

WHEREAS, the CLIENT requires the services for a duly licensed and qualified construction firm to plan and develop his/her property;

WHEREAS, the CONTRACTOR represents that it has the required professional skills/certifications and financial capacity to provide services to the Client;

NOW THEREFORE, the parties bind and agree to the following terms below:

Project

The CLIENT will award a Construction project to the CONTRACTOR entitled:

- MY HOME RENOVATION;

1. The location of the CLIENT's property will be properly endorsed to the CONTRACTOR, including the necessary technical details of the lot parcel/building;
2. The duration of the project will start from:
TBC and the estimated completion date by **TBC**.
3. The scope of the works will include:
 - a. Completing Architectural Plans; hiring outside consultants to achieve building consents; obtaining building consents.
 - b. The demolition of existing structures to accommodate new renovations; the supply of materials, skills and expertise by the CONTRACTOR; to complete the project.
4. Matters to be resolved before the main contract can be entered into include:
 - a. Final agreed quoted cost from:
Workshop Quantity Surveyors Limited
P.O. Box 28029, Wellington 6023
quantity-surveying.co.nz
 - b. Duration of the build; start date, finish date.
 - c. Insurance coverage.
5. This Construction Proposal Agreement (CPA) is intended only as an interim agreement pending the negotiation of the main contract, and that neither party intends to be bound by the main contract until the written document is executed by each of them.
6. Instruction for the CONTRACTOR will be received from **Peter Love** on behalf of the CLIENT.
7. Once the intended contract is concluded it will apply retrospectively, and any payments made under the CPA will be treated as payments against obligations under the main contract once it comes into force.

Cost Estimate

Estimation

Based on similar projects completed by the CONTRACTOR and related other projects, our estimate for this build is: \$ _____ (excluding GST).

This cost estimate covers the Project management; Architects fees; Quantity Surveyors costs; direct labour, materials, subcontracts and equipment for your requirement.

Exclusions: Additional consultant fees; house painting

II. PAYMENT TERMS

1. The CLIENT agrees to pay the CONTRACTOR an **initial 10 % of the estimated** project cost agreed to in this document (Construction Proposal Agreement).
2. The CLIENT will pay an **additional 5 % of the Main Contract** project cost upon signing the Main contract or the commencement of the development.
3. Additional incremental payments will be payable to the CONTRACTOR at agreed stages of build completion.
4. Full payment of the project will be due and demandable ten (10) days after the completion and/or CLIENT's receipt of Certificate of Completion.
5. Payments should be made to the CONTRACTOR in Bank Deposits and will be given an Official Receipt or Acknowledgement Receipt for every deposit received and validated.
6. Payments shall be made to:

Owhiro Builders Limited
BNZ: 02-0506-0144204-001

7. Should the Client be in default during the on-going construction, the CONTRACTOR has the right to give notice and may stop performance until the CLIENT corrects the default within ten (10) business days.

III. CONSTRUCTION BOND AND PERMITS

1. The applicable construction bond applied during the development/construction of the project will be shouldered by the CONTRACTOR provided that the cost of the bond will be included as part of the total estimated cost.
2. All concerned permits for the construction phase will be form part of the estimated project cost and shall be duly completed by the CONTRACTOR before the start date stated in the contract.

IV. CONSTRUCTION MATERIALS

1. All materials will be purchased as required by the CONTRACTOR to complete the build to the architectural specifications provided that the cost of the materials will be included as part of the total estimated cost.
2. Changes in materials will be reflected in the estimated project cost and will be reviewed by the CONTRACTOR.
3. Changes in the job specifications will be reflected in the estimated project cost and will be reviewed by the CONTRACTOR
4. Modifications in the list of materials will be subject to approval of the CONTRACTOR.



V. WORK SCHEDULE

- 1. The CONTRACTOR will provide a schedule of the performance of work to the CLIENT prior to the commencement of construction.
- 2. Extension of work schedule is permitted only in circumstances that are beyond the CONTRACTOR's control and will be agreed upon by both the CLIENT and CONTRACTOR.

VI. COMPLIANCE

- 1. Should the CONTRACTOR fail to meet the requirements set by the CLIENT, the CLIENT may notify the CONTRACTOR in writing that the CONTRACTOR is in default and will be given up to fourteen (14) business days to act. If the CONTRACTOR fails to comply or respond within the given period, the CLIENT may correct the default and deduct the cost thereof from any payment due to the CONTRACTOR or terminate the Agreement.
- 2. If the CLIENT decides to terminate the Agreement, the CONTRACTOR shall be entitled to payment for services rendered until termination of contract.

VII. WARRANTIES

- 1. The CONTRACTOR warrants the Work against defects in workmanship and materials for a period of 12 months after completion and turnover of the building.
- 2. The warranty does not take effect if the CLIENT is in default of this Agreement or the effects of normal damages brought by wear and tear, caused by the faulty maintenance of the CLIENT.
- 3. Should the CLIENT provide the CONTRACTOR with a notice of a warranty claim under the 12-month period stated in this Agreement, the CONTRACTOR should respond within thirty (30) business days to the said warranty.

In Witness Whereof, the parties have executed this Agreement on the date and place shown below

Signed.

_____	_____ (DATE)
(PRINT NAME)	

_____	_____ (DATE)
(PRINT NAME)	

_____	_____ (DATE)
Mark Forsyth Owhiro Builders Limited	