

Fulton Hogan Ltd PO Box 16064, Hornby Christchurch 8441 Telephone (03) 349 7039 Facsimile (03) 344 0987 www.fultonhogan.com

ESTIMATE

Tuesday, 29 March 2016

Redcliff School Board of Trustees C/O Redcliff School

To The Redcliff School Board of Trustees,

RE: Redcliff School - Engineered Bund

We are pleased to submit our ESTIMATE of \$822,383.40 (excluding GST) for the work described below.

Scope of Work

| 1 | Preliminary and General | LS | 1 | \$280,270.20 | \$280,270.20 |
|---|-------------------------|----|------|--------------|--------------|
| 2 | Sediment Control | LS | 1 | \$11,777.50 | \$11,777.50 |
| 3 | Initial Earthworks | m2 | 1600 | \$50.01 | \$80,016.00 |
| 4 | Bund Construction | m | 150 | \$2,139.23 | \$320,884.50 |
| 5 | Ramped Earth Bund | m2 | 672 | \$114.95 | \$77,246.40 |
| 6 | Swale Construction | m | 160 | \$93.18 | \$14,908.80 |
| 7 | Site Restoration | m2 | 1600 | \$23.30 | \$37,280.00 |

Within this Estimate we have allowed to,

- · Establish to site and fence off a construction area
- Install sediment and environmental control measures
- Excavate the site and setup construction platforms
- Construct a 2m high Gabion Basket Wall 150m long
- Construct a swale drain around the back of the wall
- Shape an earth slope to 2 metres above ground level to create an amphitheatre and reduce the visual impact of the wall
- Spread topsoil over the earth slope to allow planting
- Restore any disturbance from the construction process

Special Notes

1. The provided rates are an indicative estimate only, further information would be required prior to supply a quotation for this work

If you have any queries regarding the above, please contact us.

Yours faithfully

FULTON HOGAN LTD

Hamish Rees

Excavation Department Manager



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Terms & Conditions of Estimate

1 VALIDITY AND ACCEPTANCE

1.1 This quotation is valid for one month from the date of quotation. This quotation is only valid upon receipt by Fulton Hogan of the enclosed acceptance form. Subject to clause 5.1, work will only proceed on receipt of the enclosed acceptance form. Fulton Hogan may cancel an accepted quotation, by notifying the client in writing, at any time prior to commencing work.

2 PAYMENT, INTEREST AND RETENTIONS

- 2.1 Where Fulton Hogan submits a monthly payment claim for work in progress (as referred to in the payment claim), the client must pay Fulton Hogan the amount claimed in full before the 20th of the following month.
- 2.2. Where Fulton Hogan submits a final payment claim on the completion of the works to the client, the client must pay Fulton Hogan the amount claimed in full within 5 working days of the receipt of the final payment claim.
- 2.3 Fulton Hogan reserves the right to charge interest on all overdue payments. The interest rate shall be Westpac Banking Corporation's indicator lending rate plus 5% per annum. Interest shall be calculated on a daily basis.
- 2.4 The client is not entitled to deduct, set off or retain any amounts or withhold retentions from payments, unless otherwise specified in this quotation.

3 VARIATIONS

3.1 Any variation to this quotation must be agreed in writing by the client and Fulton Hogan.

4 INCREASED COSTS

4.1 This quotation is based on current material, labour, freight and overhead costs. Fulton Hogan reserves the right to charge the client any increased costs which may arise after the date of this quotation.

5 CREDIT

5.1 This quotation is not an offer of credit. Fulton Hogan may require the client to satisfy Fulton Hogan's credit requirements including completion of an application for credit and signed agreement to our Terms of Trade before work commences. Fulton Hogan may withdraw the credit facility from the client at any time. Should you wish to apply for a credit account, please advise us and we will send you the appropriate application and a copy of our terms of trade.

6 OWNERSHIP

6.1 Until the work is completed and payment is received in full, Fulton Hogan retains legal ownership and title to all goods supplied and improvements effected and is entitled to remove such goods and improvements from the site.

7 WARRANTY

- 7.1 Fulton Hogan warrants the completed works free of defective workmanship under normal conditions of use, wear and tear for a period of 12 months from the date of completion. The warranty is limited to the repair or replacement of any defective workmanship or the value of the work, whichever is the lesser, and excludes consequential loss. Abnormal use or abuse of the completed works will make the warranty void and of no effect. The client shall notify Fulton Hogan of any defect as soon as it is discovered.
- 7.2 Any failure by the client to comply with any of these terms and conditions shall make the warranty void and of no effect.
- 7.3 Fulton Hogan does not warrant to eliminate ponding on any asphalt surface where grades are less than 1 in a 100.
- 7.4 Fulton Hogan accepts no responsibility for failure of bitumen seal or asphalt work resulting from work by other parties.

8 DISCLAIMER

- 8.1 Fulton Hogan undertakes to exercise all reasonable care in minimising damage to the client's property. Allowance has not been made for the following conditions, unless otherwise specified in this quotation:
 - the existence of underground services or obstructions not notified prior to quotation, including but not limited to water pipes, power of telephone lines, sewer or stormwater pipes and reinforcing steel;
 - (b) repair or reinstatement of any underground services;
 - (c) excavation of unsuitable foundation material, including but not limited to rock, puggy or loose soil, and subsequent backfill necessary to reinstate surface:
 - (d) reinstatement of ground surfaces adjacent to the site to the correct level including adjoining lawns, footpaths, driveways, kerbs, channels and the like:
 - (e) standing time at the request of the client; or
 - (f) additional work to support construction equipment.
- 8.2 If during the course of work, any of the conditions in clause 8.1 is encountered, Fulton Hogan will cease work immediately and supply the client with an estimate of costs to overcome it. The client is entitled to accept the estimate or terminate the work. In the event of termination, the client will pay Fulton Hogan all costs incurred for work carried out to the date of termination and for any work required to reinstate the property.
- 8.3 Fulton Hogan accepts no responsibility for damage to footpath crossings, unless otherwise specified in this quotation.

9 COSTS

9.1 The client shall pay all costs, charges, and expenses (including legal costs) incurred by Fulton Hogan in consequence of or in connection with any breach or default by the client in the performance of any of these terms and conditions.

10 CONSENTS AND BOUNDARIES

- 10.1 The client must provide Fulton Hogan with copies of all resource or building consents relevant to the site and works.
- 10.2 The client is responsible for defining all boundary and survey pegs necessary for the completion of the works.

11 GENERAL

11.1 If any other matter arises in the performance of the works which is not covered in these terms and conditions, or in the event of a dispute, NZS 3910:2003 Conditions of Contract for Building and Civil Engineering Construction (inclusive of all amendments) or, where no person is appointed to act as Engineer to the contract, NZS 3915:2000 Conditions of Contract for Building and Civil Engineering Construction (inclusive of all amendments), will apply. Unless otherwise stated, the Construction Contracts Act 2002 will apply to this work.