



NextHome Ghana Architectural & Project Management

Terms and Conditions for Construction Management

These provisions outline the rights, responsibilities, and expectations that govern the relationship between the parties involved. It is essential to read and understand these terms before engaging in any activities or transactions. By accessing or using our services, you agree to abide by these Terms and Conditions.

1. Project Description

NextHome agrees to provide comprehensive residential building services to the Client. The project description, including scope, design, and specifications, shall be detailed in the subsequent agreement(s) and associated project documents.

2. Roles and Responsibilities

Contractor's Responsibilities:

- a) Provide building services in collaboration with the Client's preferences and requirements.
- b) Develop detailed project costing and estimation.
- c) Oversee the entire construction process, ensuring adherence to quality standards and timely delivery.
- d) Manage subcontractors and coordinate resources efficiently.
- e) Implement strict quality control procedures throughout the construction process.
- f) Ensure compliance with regulatory authorities and obtain necessary permits and communicate cost of such to client for payments.
- g) NextHome shall provide the Client with timely notification and obtain mutual agreement before proceeding with any variations that impact the project cost.

Client's Responsibilities:

- a) Timely payments as per the agreed payment schedule.
- b) Provide necessary access to the construction site and ensure compliance with regulatory requirements.
- h) Communicate any changes or concerns promptly to NextHome Ghana.
- i) Cooperate with inspections and tests conducted by NextHome Ghana for quality control purposes.
- j) **Pay the cost of obtaining the necessary building permits** and making payments to regulatory authorities for the project.
- k) **Pay for the cost of Geotechnical and Topographical surveys if necessary.** The specific details and requirements of the survey, including the extent of the survey area and the scope of analysis, shall be determined in the subsequent agreement(s) and associated project documents.
- l) **Additional Works:** Pay for any changes or modifications that are mutually agreed with the contractor as a variation resulting in the adjustments to the project cost components.
- m) The client will be responsible to pay for the **Final Cost of Construction** if different from the initial estimated cost.

3. Project Schedule and Timelines

- a) **Commissioning:** After the contract has been signed, NextHome Ghana will need approximately two weeks to mobilize the workforce and commence work on the project.
- b) **Completion:** The Parties shall mutually agree upon the project schedule, including key milestones and completion dates, as outlined in the subsequent agreement(s) and associated project documents.

4. Construction Cost

Contractor's Work: NextHome Ghana shall provide the Client with a detailed breakdown of project costs in a form of a **Bill of Quantities** prior to the signing of a contract. The Bill of Quantities will include the following components;

- a. **Material Cost:** The cost of all necessary materials required for the construction project, including but not limited to, cement, bricks/blocks, Iron rods/steel, electrical and plumbing fixtures, finishing materials, and any specialized materials specific to the project requirements.
- b. **Labour Cost:** The cost of skilled and unskilled labor required for the construction project, including wages, salaries, benefits, and any subcontractor costs.
- c. **Plants and Equipment:** The cost of renting or purchasing necessary plants and equipment such as construction machinery, tools, scaffolding, and safety equipment.
- d. **Preliminaries:** The cost of project-related expenses that are not directly tied to specific materials or labor, including site setup, temporary utilities, site security, site supervision, and any necessary permits and inspections.
- e. **Contingency:** A contingency allowance to account for unforeseen circumstances or changes that may arise during the construction project, ensuring financial flexibility to address unexpected challenges.

NOTE:

THE BILL OF QUANTITIES IS ONLY THE ESTIMATED COST OF CONSTRUCTION. IN A SCENARIO OF ADDITIONAL WORKS OR VARIATION, THE CLIENT WILL BEAR THE FINAL COST OF THE CONSTRUCTION.

5. Payment Schedule

a) Payment Plan for Core and Shell Contract:

Milestone	Payment Percentage
Commitment Fee (non-refundable)	1%
Signing of Agreement (Advance Mobilization)	24%
Completion of Foundation (Substructure)	15%
Completion of Superstructure	30%
Completion of Roofing	20%
Final Inspection upon completion of Core & Shell	10%
Total	100%

b) Payment Plan for Complete Contract with Finishing:

Milestone	Payment Percentage
Commitment Fee (non-refundable)	1%
Signing of Agreement (Advance Mobilization)	24%
Completion of Foundation (Substructure)	15%
Completion of Superstructure Framework	20%
Completion of Initial Finishes	15%
Completion of Exterior Finishes	20%
Final Inspection and Handing Over	5%
Total	100%

These payment plans outline the percentage of the contract price to be paid prior to start of each milestone for both types of contracts.

6. Dispute Resolution

Any dispute between the parties in connection with this agreement shall be referred to mediation and thereafter arbitration, if unsettled.

7. Entire Agreement

This terms and conditions summarizes the entire modus operandi of Berock Construction for residential Building Construction and shall supersede any prior discussion and communication unless there is a written contract agreement which has superiority over any of the subject matter herein.



TYPICAL STAGES OF THE CONSTRUCTION PROCESS

PRE-CONSTRUCTION (MOBILIZATION)

- 7.1.1. Site preparation and clearing
- 7.1.2. Mobilization of equipment and resources
- 7.1.3. Temporary utilities setup

SUBSTRUCTURE

- 7.1.4. Excavation
- 7.1.5. Concrete works
- 7.1.6. Reinforcement
- 7.1.7. Blockwork
- 7.1.8. Hardcore filling
- 7.1.9. Oversite concrete/Ground Floor Bed

SUPERSTRUCTURE

- 7.1.10. **STRUCTURAL FRAME**
- 7.1.11. Columns (formwork/reinforcement/concrete works)
- 7.1.12. Block work
- 7.1.13. Beam & Lintels (formwork/reinforcement/concrete works)
- 7.1.14. Suspended Slab (formwork/reinforcement/concrete works)
- 7.1.15. Staircases
- 7.1.16. Carpentry/Framing/Steel Carcassing
- 7.1.17. Roofing/ Sheet/Cladding

FINISHING

INITIAL FINISHES

Initial Joinery Works

- 7.1.18. Door and window frames

Initial Mechanical Electrical and Plumbing works

- 7.1.19. Plumbing Pipework connections
- 7.1.20. Electrical/Fire/ICT Conduiting works
- 7.1.21. Air-conditioning and Ventilation pipe and Duct works

Initial Surface and Wall Finishes

- 7.1.22. Plastering & Rendering – Internal & External
- 7.1.23. Screeding
- 7.1.24. Ceiling noggins/grids

FINAL FINISHES

- 7.1.25. Ceiling Finishes
- 7.1.26. Wall Tiling
- 7.1.27. Floor Finishes(Tiling/Terrazzo/Carpet) - Optional
- 7.1.28. Painting – 1st coat- 2nd coat – 3rd coat
- Final Joinery**
- 7.1.29. Doors
- 7.1.30. Ironmongery
- 7.1.31. Wardrobes (if any)(Additional works)
- 7.1.32. Kitchen Cabinets/Shelves (if any)(Additional works)

Glazing

- 7.1.33. Louvre Carriers/Blades - optional
- 7.1.34. Aluminium framed Windows - optional
- 7.1.35. Aluminium framed Doors - optional

Metal Works

- 7.1.36. Burglar proofing
- 7.1.37. Metal gates/ Shutters - optional
- 7.1.38. Balustrades

Final Mechanical Electrical and Plumbing works

- 7.1.39. Wiring for lighting and power switches and sockets
- 7.1.40. ICT and Data Connections - optional
- 7.1.41. Fire Alarm, Detection and Fighting installations – Additional Works
- 7.1.42. Sanitary Appliance and Fittings
- 7.1.43. AC Unit Installations – Additional Works
- 7.1.44. Extension for Main power connection and Metering – Additional Works

EXTERNAL PAVING/LANDSCAPING (Additional Works)

- 7.1.45. Fence wall/security post Main Gate/Entrance/Exit Gate
- 7.1.46. Hard Landscaping/Driveway/Parking Paving
- 7.1.47. Soft Landscaping/ Horticultural works