

LANDEV Consulting

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Engineering Services

52 Kaurilands Road, Titirangi

Date: 01/09/2021

Rev: A

Prepared By: Osama Abdullatif
Civil Engineer, BE(Hons), CPEng



Engineering Services for: 52 Kaurilands Road, Titirangi

Dear Jack,

Thank you for providing the opportunity for LANDEV to deliver Engineering Services for the Development of 52 Kaurilands Road, Titirangi. A detailed breakdown of our fees is provided in the table below.

Notes:

- 1- The client is responsible for payment of all Council fees and related charges associated with this application.
- 2- The client is responsible for payment of Geotech and other testing (If required)
- 3- This quote is valid for a period of one month from the date shown.

Payment

The Payment terms are as follows:

A \$500 plus GST fee to be paid prior to starting the design work remaining fees is to be paid upon completion of each item.

In the case of requiring additional design services, fee(s) to be paid monthly based on progress, or on delivery of individual draft report(s),

Provisional Items (including Hourly Rate tasks) to be paid on the 20th of the month. Payment should be made out to LANDEV Solutions Ltd. If paying by bank transfer, the funds should be deposited in the bank account 12-3428-0064869-00, using the first 12 characters of the address of the project as the reference.

Getting started

To proceed, please return by email the signed engagement confirmation form. We do require the client name and correct billing / contact details.

Yours faithfully,

A handwritten signature in blue ink, appearing to read "Osama", with a stylized flourish at the end.

Osama Abdullatif | Director | 021 118 3610 | oa@landev.co.nz

LANDEV SOLUTIONS LIMITED

Fee Summary

Task	Professional Services	Fee (Ex GST)
1	Traffic Assessment Report: <ul style="list-style-type: none"> • Report and Analysis • Drawings / Tracking Curves • Visibility Check • Safety and Pedestrian accessibility • Council Liaison 	\$1,900
GST		\$285
TOTAL		\$2,185

Pre-requisite and Programme:

Required Info: Topo Survey (CAD), Proposed Site Plan (CAD), CCTV (TBC)

Programme for the Services:

On-confirmation of acceptance through signed agreement and receiving the Topo Survey and Proposed Site Plan, LANDEV can deliver the initial agreed works within 1-2 weeks.



IPENZ Short Form Agreement for Consultant Engagement

Between:

Client Name: _____

Invoicing Details (if different from above): _____

Address: _____

Telephone: _____ Email: _____

and LANDEV Solutions

Collectively referred to herein as the "Parties" and individually as a "Party".

Project: Development of 52 Kaurilands Road, Titirangi

The attached offer of service titled "Engineering Services for: 52 Kaurilands Road, Titirangi" dated 01/09/2021 contains the relevant details for the following parts of this contract:

- Scope & nature of the services
- Program for the services
- Fee and Timing of Payments
- Information or services to be provided by the client

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration above. Both Parties agree to be bound by the provisions of the Short Form Model Conditions of Engagement (overleaf), including clauses 2, 3, 9 and 10 and any variations noted below. Once signed, this agreement together with the conditions overleaf and any attachments, will replace all or any oral agreement previously reached between the Parties.

Variations to the Short Form Model Conditions of Engagement (overleaf): None.

Client authorised signatory (ies):

Consultant authorised signatory:

Print Name:

Print Name: Osama Abdullatif

Date:

Date: 01/09/2021

A handwritten signature in blue ink, appearing to read "Osama Abdullatif", written over a faint horizontal line.

Short Form Model Conditions of Engagement

1. The Consultant shall perform the Services as described in the attached documents.
2. Nothing in this Agreement shall restrict, negate, modify or limit any of the Client's rights under the Consumer Guarantees Act 1993 where the Services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and the Client is not acquiring the Services for the purpose of a business.
3. The Client and the Consultant agree that where all, or any of, the Services are acquired for the purposes of a business the provisions of the Consumer Guarantees Act 1993 are excluded in relation to those Services.
4. In providing the Services the Consultant shall exercise the degree of skill, care and diligence normally expected of a competent professional.
5. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in his or her power to obtain which may relate to the Services. The Consultant shall not, without the Client's prior consent, use information provided by the Client for purposes unrelated to the Services. In providing the information to the Consultant, the Client shall ensure compliance with the Copyright Act 1994 and shall identify any proprietary rights that any other person may have in any information provided.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variation to the Services. Where the Consultant considers a direction from the Client or any other circumstance is a Variation the Consultant shall notify the Client as soon as practicable.
7. The Client shall pay the Consultant for the Services the fees and expenses at the times and in the manner set out in the attached documents. Where this Agreement has been entered by an agent (or a person purporting to act as agent) on behalf of the Client, the agent and Client shall be jointly and severally liable for payment of all fees and expenses due to the Consultant under this Agreement.
8. All amounts payable by the Client shall be paid within twenty (20) working days of the relevant invoice being mailed to the Client. Late payment shall constitute a default, and the Client shall pay default interest on overdue amounts from the date payment falls due to the date of payment at the rate of the Consultant's overdraft rate plus 2% and in addition the costs of any actions taken by the Consultant to recover the debt.
9. Where Services are carried out on a time charge basis, the Consultant may purchase such incidental goods and/or Services as are reasonably required for the Consultant to perform the Services. The cost of obtaining such incidental goods and/or Services shall be payable by the Client. The Consultant shall maintain records which clearly identify time and expenses incurred.
10. Where the Consultant breaches this Agreement, the Consultant is liable to the Client for reasonably foreseeable claims, damages, liabilities, losses or expenses caused directly by the breach. The Consultant shall not be liable to the Client under this Agreement for the Client's indirect, consequential or special loss, or loss of profit, however arising, whether under contract, in tort or otherwise.
11. The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the fee (exclusive of GST and disbursements) with a maximum limit of \$NZ500,000.
12. Without limiting any defences a Party may have under the Limitation Act 2010, neither Party shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on a Party within 6 years from completion of the Services.
13. The Consultant shall take out and maintain for the duration of the Services a policy of Professional Indemnity insurance for the amount of liability under clause 11. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
14. If either Party is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.
15. Intellectual property prepared or created by the Consultant in carrying out the Services ("New Intellectual Property") shall be jointly owned by the Client and the Consultant. The Client and Consultant hereby grant to the other an unrestricted royalty-free license in perpetuity to copy or use New intellectual Property. Intellectual property owned by a Party prior to the commencement of this Agreement and intellectual property created by a Party independently of this Agreement remains the property of that Party. The ownership of data and factual information collected by the Consultant and paid for by the Client shall, after payment by the Client, lie with the Client. The Consultant does not warrant the suitability of New Intellectual Property for any purpose other than the Services or any other use stated in the Agreement.
16. The Consultant and the Client will be aware of, and comply with, any relevant obligations imposed on them under the Health and Safety at Work Act 2015 (the "Act"). The Consultant has not and will not assume any duty imposed on the Client from time to time pursuant to the Act arising out of this engagement.
17. The Client may suspend all or part of the Services by notice to the Consultant who shall immediately make arrangements to stop the Services and minimise further expenditure. The Client and the Consultant may (in the event the other Party is in material default) terminate the Agreement by notice to the other Party. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
18. The Parties shall attempt in good faith to settle any dispute by mediation.
19. This Agreement is governed by the New Zealand law, the New Zealand courts have jurisdiction in respect of this Agreement, and all amounts are payable in New Zealand dollars.