

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT
CONTRACT CON00001780/2022 - Stormwater Modelling – Chartwell/Hamilton East

Between: Hamilton City Council

.....
(Client)

And: Catchment Engineering Solutions

.....
(Consultant)

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

Project:

Stormwater Modelling – Chartwell/Hamilton East

Location:

Hamilton City Council

Scope & Nature of the Services:

The scope of works for this engagement is to develop flood modelling for the Hamilton East/Chartwell catchment and produce flood modelling outputs (hazard and extent data) suitable for publishing on HCC's public Floodviewer portal. The attached technical scope document describes the specific services required.

Programme for the Services:

The term of this Agreement (the "Agreement") commences on 1 November 2022 and will expire on 30 June 2023 (the "Term").

Fees & Timing of Payments:

The fee payable shall be s7(2)(b)(ii) per hour, exclusive of GST but inclusive of all disbursements and travel costs, to a capped amount of s7(2)(b)(ii). Travel time shall not be paid. The Consultant is to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the Services and the payment made.

The Consultant shall invoice the Client on a monthly basis before the 3rd working day of the month for all hours worked in the previous month. In relation to GST the Consultant agrees and understand that if a tax invoice acceptable to the Inland Revenue Department is not provided the Consultant will not be paid GST on the contract price.

The Consultant must gain written approval from the Client prior to undertaking work exceeding the capped amount of \$125,000.

Information or Services to be Provided by the Client:

Supporting GIS datasets as listed in the attached technical scope document.

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision 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):

Clause 8 Late payment penalties shall not apply.

Clause 11 Shall be deleted and replaced with:



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 minimum liability of \$2,000,000.

Clause 12 Shall be deleted and replaced with:

Without limiting any defences a Party may have under the Limitation Act 2010, the Consultant shall be considered liable to the Client for the direct loss or damage suffered by the Client as a result of the breach by the Consultant of his or her obligations under this agreement and shall not be liable for any loss of profit.

Client Authorised Signatory (ies):

s7(2)(f)(ii)

Print Name

Date:

12/12/22

Consultants Authorised Signatory (ies):

s7(2)(f)(ii)

Date: 1/11/2022

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

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

CONTRACT CON00001848/2022 - Stormwater Modelling – St Andrews

Between: Hamilton City Council

.....
(Client)

And: Catchment Engineering Solutions

.....
(Consultant)

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

Project:

Stormwater Modelling – St Andrews

Location:

Hamilton City Council

Scope & Nature of the Services:

The scope of works for this engagement is to develop flood modelling for the St Andrews catchment and produce flood modelling outputs (hazard and extent data) suitable for publishing on HCC's public Floodviewer portal.

The attached technical scope document describes the specific services required.

Programme for the Services:

The term of this Agreement (the "Agreement") commences on **1 January 2023** and will expire on **30 September 2023** (the "Term").

Fees & Timing of Payments:

The fee payable shall be **\$7(2)(b)(ii)** per hour, exclusive of GST but inclusive of all disbursements and travel costs, to a capped amount of **\$7(2)(b)(ii)**. Travel time shall not be paid. The Consultant is to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the Services and the payment made.

The Consultant shall invoice the Client on a monthly basis before the 3rd working day of the month for all hours worked in the previous month. In relation to GST the Consultant agrees and understand that if a tax invoice acceptable to the Inland Revenue Department is not provided the Consultant will not be paid GST on the contract price.

The Consultant must gain written approval from the Client prior to undertaking work exceeding the capped amount of **\$120,000**.

Information or Services to be Provided by the Client:

Supporting GIS datasets as listed in the attached technical scope document.

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision 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):

Clause 8 Late payment penalties shall not apply.

Clause 11 Shall be deleted and replaced with:



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 minimum liability of \$2,000,000.

Clause 12 Shall be deleted and replaced with:

Without limiting any defences a Party may have under the Limitation Act 2010, the Consultant shall be considered liable to the Client for the direct loss or damage suffered by the Client as a result of the breach by the Consultant of his or her obligations under this agreement and shall not be liable for any loss of profit.

Client Authorised Signatory (ies):

s7(2)(f)(ii)

Print Name:

Date:

26/1/23

Consultants Authorised Signatory (ies):

s7(2)(f)(ii)

Date: 11/01/2023



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



SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

CONTRACT 2195-2023 - Stormwater Modelling – Central City IAF Project

Between: Hamilton City Council

.....
(Client)

And: Catchment Engineering Solutions Ltd

.....
(Consultant)

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

Project:

Central City IAF Stormwater Project

Location:

Hamilton City Council

Scope & Nature of the Services:

The scope of works for this engagement is to develop a 1D/2D stormwater network model of the Waitawhiriwhiri and City Centre catchments for the purpose of supporting a Catchment Management Plan (CMP) and conceptual design of stormwater network upgrade options to unlock growth areas. This will generally consist of the following:

- Development of a stormwater network model of the Waitawhiriwhiri and City Centre catchments, which will require:
 - Hydrologic modelling of the Waitawhiriwhiri and City Centre catchments consistent with the draft HCC modelling methodology and Waikato Regional stormwater modelling guidelines.
 - Hydraulic modelling of the Waitawhiriwhiri and City Centre catchments consistent with the draft HCC modelling methodology.
 - Preparation of network capacity and flood hazard outputs for the 2y, 10y and 100y (including climate change) suitable for display on HCC internal and external GIS viewers.
- Identification of key issues relating to stormwater primary and secondary capacity in the central city area.
- Development of a suite of primary and secondary network upgrade options to alleviate identified capacity issues.
- In consultation with HCC, selection of preferred network capacity projects.
- Feasibility design of preferred network capacity projects using the developed stormwater network model.
- Preparation of a stormwater modelling report suitable to support the development of a CMP consistent with the requirements of HCC's Comprehensive Stormwater Discharge Consent (CSDC).

Refer to the attached memorandum for detailed scope and deliverables.

Programme for the Services:

The term of this Agreement (the "Agreement") commences on **31 July 2023** and will expire on **30 July 2024** (the "Term").

Fees & Timing of Payments:

The fee payable shall be **\$7(2)(b)(ii)** per hour, exclusive of GST but inclusive of all disbursements and travel costs, to a capped amount of **\$7(2)(b)(ii)**. Travel time shall not be paid. The Consultant is to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the Services and the payment made.

The Consultant shall invoice the Client on a monthly basis before the 3rd working day of the month for all hours worked in the previous month. In relation to GST the Consultant agrees and understand that if a tax invoice acceptable to the Inland Revenue Department is not provided the Consultant will not be paid GST on the contract price.



The Consultant must gain written approval from the Client prior to undertaking work exceeding the capped amount of \$145,000.

Information or Services to be Provided by the Client:

Supporting GIS datasets.

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision 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):

Clause 8 Late payment penalties shall not apply.

Clause 11 Shall be deleted and replaced with:

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 minimum liability of \$2,000,000.

Clause 12 Shall be deleted and replaced with:

Without limiting any defences a Party may have under the Limitation Act 2010, the Consultant shall be considered liable to the Client for the direct loss or damage suffered by the Client as a result of the breach by the Consultant of his or her obligations under this agreement and shall not be liable for any loss of profit.

Client Authorised Signatory (ies):

s7(2)(f)(ii)

Print Name:

Date: 09/08/2023

Consultants Authorised Signatory (ies):

s7(2)(f)(ii)

Print Name:

Date: 10/07



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



VARIATION NO. VO# 01

CON00002195-2023 Stormwater Modelling – Central City IAF Project

CONSULTANT: ISSUED: 06/08/24

Variation Order Type: Cost& Completion Time

Details:	
To allow for time and cost for the final piece of work in the original scope to be completed. This compromises of:	
<ul style="list-style-type: none">• Review of technical deliverables from other workstreams (stormwater management & Geotech)• Preparation of presentation material.	
Previous Cost Value :	\$145,000
Variation Amount Value:	\$5,000
Amended Cost Value:	\$150,000

Work to be completed by 30/08/24 as described.

Issued by: s7(2)(f)(ii)

Delegated Authority Signature: ..

s7(2)(f)(ii)

click here to enter a date

s7(2)(f)(ii) Technical Director Strategic Waters

19/8/24

SHORT FORM AGREEMENT FOR CONSULTANT ENGAGEMENT

CONTRACT CON00002320-2023 - Stormwater Technical Support 23 24

Between: Hamilton City Council

.....
(Client)

And: Catchment Engineering Solutions Ltd

.....
(Consultant)

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

Project:

Stormwater Technical Support 23/24

Location:

Hamilton City Council

Scope & Nature of the Services:

The scope of works for this engagement is a package of working relating to several technical scopes of works expected to be delivered through the SDU over the next 12 – 18 months.

Scope will at the direction of Andrea Phillips (Stormwater Engineer), and is expected to consist of support on the following projects:

- Mangakootukutuku ICMP implementation.
- Te Rapa ICMP implementation.
- Stormwater technical review for new sub-divisions through the contract period. This includes subsequent stages of ongoing sub-division developments.
- Preparation of flood hazard mapping for the Western Heights area.
- Technical support for publishing of flood hazard and flood depression datasets.
- Technical support for the Kirikiriroa ICMP.

Required resourcing is expected to be 20h – 25h per week. It is expected that the consultant will attend a weekly planning meeting with Andrea Phillips (Stormwater Engineer) to report on project progress in the previous week and confirm instructions for each of the listed projects.

Programme for the Services:

The term of this Agreement (the "Agreement") commences on **20 November 2023** and will expire on **18 July 2025** (the "Term").

Fees & Timing of Payments:

The fee payable shall be **s7(2)(b)(ii)** per hour, exclusive of GST but inclusive of all disbursements and travel costs, to a capped amount of **s7(2)(b)(ii)**. Travel time shall not be paid. The Consultant is to be responsible for all taxation liabilities and all other costs and expenses arising in relation to the Services and the payment made.

The Consultant shall invoice the Client on a monthly basis before the 3rd working day of the month for all hours worked in the previous month. In relation to GST the Consultant agrees and understand that if a tax invoice acceptable to the Inland Revenue Department is not provided the Consultant will not be paid GST on the contract price.

The Consultant must gain written approval from the Client prior to undertaking work exceeding the capped amount of **\$150,000**.

Information or Services to be Provided by the Client:



Supporting GIS datasets.

The Client engages the Consultant to provide the Services described above and the Consultant agrees to perform the Services for the remuneration provided above. Both Parties agree to be bound by the provision 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):

Clause 8 Late payment penalties shall not apply.

Clause 11 Shall be deleted and replaced with:

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 minimum liability of \$2,000,000.

Clause 12 Shall be deleted and replaced with:

Without limiting any defences a Party may have under the Limitation Act 2010, the Consultant shall be considered liable to the Client for the direct loss or damage suffered by the Client as a result of the breach by the Consultant of his or her obligations under this agreement and shall not be liable for any loss of profit.

Client Authorised Signatory (ies):

s7(2)(f)(ii)

Print Name:

Date: 19/10/2023

Consultants Authorised Signatory (ies):

s7(2)(f)(ii)

Print Name:

Date: 26/10/2023



