



John & Toni Glover
Kinloch Lodge Ltd
RD1, 862 Kinloch Rd
Kinloch, Glenorchy 9372

E: reservations@kinlochlodge.co.nz

17 June 2019

Dear John & Toni,

Kinloch Lodge (historic lodge) - proposal for a 10-year Maintenance Plan

The brief

Following John's recent phone call, please find below our proposal for the preparation of a maintenance plan for the historic lodge building.

The lodge is included in the QLDC Proposed District Plan Inventory of Listed Heritage Features as follows:

Ref: 97, Former Glacier Hotel (Kinloch Lodge), Armadale Street, Kinloch
Section 4 Block XX Town of Kinloch
QLDC Category 2

I understand that you intend to undertake maintenance work to the building in the Spring and require advice on the extent of work that should be planned and carried out then and over the next 10 years.

Proposed scope of the maintenance plan

The plan would cover the main historic lodge building and exclude the side ranges containing the bar and accommodation units, etc and other buildings and structures on the site. It would not be a structural or seismic assessment of the building and it is understood that, in addition to the maintenance plan, you intend to seek advice from a structural engineer with regard to the structural condition and potential need to seismically upgrade the lodge.

The lodge inspection will be a systematic, visual only inspection from ground level around the exterior of the building and from internal floor levels i.e. invasive/destructive investigations and opening-up are not currently proposed, nor is inspection by way of special access equipment, such as a cherry-picker, scaffold or drone camera. Roof spaces and underfloor areas will be inspected, where there is safe, ready access and these areas are not concealed or blocked by materials and storage items, etc. The purpose of the inspection will be to identify and record:

- The form of construction, materials used and their general condition;
- Concealed areas, not capable of inspection, where there are concerns about the condition and, hence, investigations/opening should be undertaken;
- Recommendations for repairs & maintenance;
- Priorities of urgency/importance of the recommended repairs; and
- Any other matters we consider relevant to the maintenance of the building.

Building services will not be inspected or tested and are excluded from this proposal.

Defects to be reported upon will be significant apparent defects and significant apparent outstanding maintenance items only. Please refer to the special conditions attached to this proposal, which should be read in conjunction with the proposed short-form agreement (SFA) that accompanies this fee proposal.

I anticipate that roughly half to one day will be required for the inspection.

Proposed maintenance plan format

Attached at the rear of this fee proposal is an example of how it is proposed the maintenance plan spreadsheet would be prepared. This spreadsheet would be prefaced by a general description of the buildings and a summary of the findings of the inspection.

The spreadsheet would be arranged in a series of columns as follows:

Item/reference no;

Material/element – such as roof or chimney;

Location – we propose to use annotated photographs of the elevations of the buildings to reference materials/elements or gridlines for easy identification of the part of the buildings being considered;

Dwg no – this would be the photograph number of the elevation;

Defect no. – this would be a reference to a photograph identifying the defect;

Description of the defect;

Recommended remedial work;

Notes – any other comments we feel are necessary/relevant;

Heritage significance – this would be our estimate of the heritage value of the material being considered, such as original stonework having high heritage significance or a recently introduced material having low heritage significance;

Priority – we propose to classify the priority of maintenance works as urgent/deferred maintenance; work to be done in the next 12 months; work to be done in years 2-3; work to be done in years 4-5; work to be done in years 6-10;

Cycle – this would indicate where maintenance works needs to be done on a cyclical basis i.e. every 3 years or every 5 years.

In the 'Notes', we would include recommendations for advice from other consultants, such as a structural engineer, fire engineer, drainage contractor or services engineer.

This format can be adjusted to meet your particular needs if you let me know on the day of inspection.

Exclusions

The following items are excluded from this fee proposal:

- Advice from other consultants, such as a structural or fire engineer;
- Detailed specifications for repairs / maintenance of the identified remedial items. It is expected that the maintenance plan will provide high level information broadly explaining the work required to remediate the identified areas only;
- Architectural drawings/sketches;
- The wider site and other buildings/structures/features on it.

Client liaison following the preparation of the maintenance plan

It is very important that the contents of the maintenance plan are understood by you and my proposal includes time at the end of the project to discuss the plan and de-brief you on the findings. This can either be by phone or at a mutually-convenient meeting in the Queenstown/Arrowtown area.

It is our usual practice to provide one paper copy of the maintenance plan, together with an electronic copy by email.

Introduction to Origin Consultants Ltd

Origin Consultants (formerly Jackie Gillies + Associates) is a multi-disciplinary consultancy providing architecture, building surveying, heritage conservation and archaeological services. The director, Robin Miller (RM), is a Chartered Building Surveyor (The Royal Institution of Chartered Surveyors), a Registered Building Surveyor (New Zealand Institute of Building Surveyors), a member of ICOMOS NZ, and a member of the Institute of Historic Building Conservation. He has over 30 years' experience in the preparation of condition surveys and maintenance planning. He would be assisted in this project by Benjamin Teele (BT).

Health & Safety

The company is committed to safe working practices. It holds a 'green' safety rating with Site Wise, the accreditation scheme by Site Safe and both Robin and Ben hold Site Safe qualifications.

Fee estimate

Our Time Charge estimate for preparation of the maintenance plan for the lodge building is as follows:

Item	Estimated time	Hourly rate excl. GST	Total (excl. GST)
Travel			
Time	█	█	\$285.00
Mileage 190 km @ 80 cents per km	-	-	\$150.00
Inspection			
Time	█	█	\$665.00
Plan preparation			
Time	█	█	\$2,850.00
Disbursements, including printing and research material			
Estimate – see disbursements below	-	-	\$40.00
Total (excl. GST)			\$3,990.00

Disbursements

Printing & postage		Travel	
B&W A4	\$0.21 each	Travel time	Included in fees above
B&W A3	\$0.32 each	Vehicle mileage	\$0.80 per km – included above
B&W other	Outsourced/at cost		
Colour A4	\$0.62	Research information	At cost
Colour A3	\$1.27		
Colour other	Outsourced/at cost		
Postage, incl. couriers	At cost		
Document search	At cost		
			\$40.00
Estimate of Disbursements (exclusive of GST)			

Hourly rates

Where fees are on a Time Charge basis, the following hourly rates will apply:

Personnel	Hourly rate (excl. GST & Disbursements)
Robin Miller - Director/Registered Building Surveyor	█

These rates will also apply for additional work if any) that is outside the scope of the work described in the Fee Estimate.

CONDITIONS OF ENGAGEMENT

My proposed short form agreement (SFA) is attached for your consideration and approval – please let me know if you have any questions or if there are any aspects of it you would like explained.

This fee proposal remains valid for acceptance for a period of 3 months from 17 June 2019.

PROGRAMME

Following receipt of instructions to proceed and return of a signed copy of the SFA, I will arrange a convenient time for the inspection during reasonable weather conditions. It is likely the maintenance plan will take about 3 weeks to prepare.

I will be away overseas between mid-July and the beginning of August (and again in the latter half of October), so if convenient for you, I would like to propose that the inspection is planned for August or September.

I look forward to hearing from you.



Robin Miller
Director
Chartered & Registered Building Surveyor
RICS Certified Historic Building Professional
For and on behalf of Origin Consultants Ltd

Phone 03 442 0300 / 021 426 699
Office 9 Arrow Lane, Arrowtown
Post PO Box 213, Queenstown 9348
Web www.originteam.co.nz

Encl. proposed short-form agreement and example of a spreadsheet-type plan format.

Specific conditions

The condition assessment/maintenance plan inspection will be of the existing building fabric only. No inspection or testing will be made of the building services.

The purpose of the inspection will be to assess the general condition of the building based on a limited visual examination.

Defects to be reported upon will be significant apparent defects and significant apparent outstanding maintenance items only; these are matters that require substantial repair or urgent substantial maintenance. Accordingly, the plan/report will not include minor defects; these are matters which, in view of the age, type or condition of the building do not require substantial repairs or urgent attention/rectification.

The condition assessment inspection will be visual only and will be, externally, from ground level around the building, where access is not restricted

Unless specifically stated to the contrary in the fee proposal, scaffold or other high-level access equipment, such as a crane or cherry-picker, will not be used. Where it is specifically stated in our fee proposal that high level access equipment will be used, the extent of access will be dependent upon many factors, including physical constraints, safe operational procedures, the weather conditions at the time of the inspection and any other constraints or restrictions imposed by the equipment operator.

The inspection will be non-invasive and limited to those areas of the building which are readily and safely accessible and visible at the time of inspection. The inspection will not include any areas or items which are concealed behind finished surfaces (such as framing, plumbing, drainage, heating, ventilation or wiring) or any areas requiring the moving of anything which may impede access or limit visibility (such as moving floor coverings, insulation, furniture, appliances, personal property, vehicles, vegetation, debris or soil). No assurance can be given that areas not capable of inspection are free from defects.

The inspection will focus on identifying significant apparent defects and outstanding maintenance items at the time of the inspection. The Client acknowledges and accepts:

- (a) the limited purpose and limited scope of the inspection, and that it may not identify all past, present, or potential future defects;
- (b) the inspection will not be a compliance assessment against past or current requirements of the Building Code, including the Code's weathertightness requirements or any structural aspects, as this would require specific specialist advice;
- (c) descriptions in the inspection report of systems or any appliances will relate to existence only and not condition, adequacy or life expectancy;
- (d) the inspection report will not provide any guarantee or warranty (whether relating to merchantability, fitness for use or fitness for purpose) regarding the building or any item, system or component of the building and will not be relied on as such by the Client.

While the Consultant may use the visible presence of rot, decay or mould to aid in the assessment of the general condition of the building, the Client acknowledges and accepts that the inspection will not be a compliance assessment against the weathertightness requirements of the Building Code.

In addition to and without limiting anything stated in the clauses above, the following will be excluded from the scope of the inspection:

- (a) any area of the building or site or any item, system or component not specifically identified in the scope of the Services as needing to be inspected;

- (b) engineering/structural, architectural, geotechnical, geological, hydrological, land surveying or soils examinations;
- (c) dismantling of any system, structure or component or any invasive or destructive testing or analysis;
- (d) systems including electrical, plumbing, air conditioning, heating (including fire places and chimneys), security, fire warning and control, sewerage, storm water, ducted vacuum systems;
- (e) environmental hazards or conditions including the existence of asbestos, electromagnetic radiation, toxic or flammable chemicals, air or water contaminants, geological hazards or floods;
- (f) sheds, outhouses, detached buildings, swimming pools, spa pools, saunas and associated equipment, or appliances including but not limited to kitchen, leisure and laundry appliances;
- (g) common property or common areas, systems, structures or components where the building is part of a multi-unit complex unless specifically identified in the scope of the Services as needing to be inspected;
- (h) acoustical or other nuisance characteristics of any system, service, structure or component of the building or building complex, adjoining properties or neighbourhood;
- (i) any legal, resource consent or building consent or compliance aspects including title, boundaries, occupational rights, resource and planning consent, building consent, Building Code compliance or building warrant of fitness obligations.

The report will be solely for the client to whom it is addressed. The advice and/or information contained in it may not be used or relied on in any other context or for any other purpose without our prior written agreement.

Appendix II: Maintenance Plan spreadsheet example

Ref	Material/Element	Location	Dwg No.	Defect Number	Description of Defects	Recommended Remedial Work	Notes (if any)	Heritage Significance	Priority/Year	Cycle
1	Parapet & balusters	Elevation B Grid 3/4-T/R	A_300	W.1-2	Light organic growth to top of parapet. Some staining to top and below concrete balusters.	Light clean/remove organic growths.		H - stone L-balusters	1-2	3-5
2	Stone cornice with decorative elements underneath including the row of dentils	Elevation B Grid 3/4-T/R	A_300	W.3	The top surface of the cornice is relatively free of organic growth compared with the east and south elevation. This includes the return of the elevation around the northwest corner of the ... The underside of the cornice is stained and blackened. Ends of modillions have eroded due to salt build-up beneath the black crusts. There are some small areas of crumbling stone. The staining/blackening runs to the dentils and, in places, below. Some of the dentils are starting to crumble, while others have been replaced with new stone pinned on and painted black. Some of these repairs are now also failing.	A lead capping should be installed the length of the cornice surface to prevent water saturation of the cornice and mitigation of salts in the stonework below. The stonework should be desalinated. The underside of the cornice should be cleaned to try and remove the black crusts. Modillions, roses and dentils should be repaired and new replacement elements fitted. Some loose stone was removed from the decorative features during the inspection, but there is more crumbling and this will need to be removed and the stone consolidated or small pieces will fall.	The method of cleaning will need to be trialled to see what works best in this situation. With careful removal of decaying stone and desalination/consolidation of the stone, the decorative features can be conserved and remain an important architectural element of the building.	H	1-2	10
3	Stone fascia below the dentils.	Elevation B Grid 3/4-T/R	A_300	W.4-7	The fascia has areas of salt damage, which seem to be associated with the ... above and, probably, the parapet gutters around their slate roofs. Two of the stains are roughly located where the ends of copper roof gutters are located.	Repair of the ... and capping of the cornices/parapets with lead will prevent further saturation and salt migration. The stonework can be desalinated and cleaned, which may help to remove the stains. Check internal valley gutter for leaks.	Photographs from 1988/9 show similar staining here and hence the present damage may be longstanding from past water ingress.	H	1-2	10
4	Stonework to composite capitals and arched window head level	Elevation B Grid 3/4-T/R	A_300	W.8-9	The stonework is in good condition with no significant decay. There is some blackening/discolouration to the capitals and erosion to the ends of the fronts. Below this level the stonework is generally in good condition, save for discolouration of the stone under ledges and other projections.	Clean/remove discolouration as far as possible.	The problems of saturation, salts migration and decay generally occur above capital level and are related to moisture penetration of the parapets and cornice and potential leaks to gutters and scuppers, etc.	H	3-5	10
5	Timber windows & doors (15no.)	Elevation B Grid 3/5-T/R	A_300	W.10	Good condition. Some build-up of dust and dirt and paint starting to peel to lower sills.	Clean windows 6 monthly. Repaint within 5 years.		H	3-5	6mthly
6	Port Chalmers stone ground floor.	Elevation B Grid 4/5-T/R	A_300	W.11-12	Generally in good condition. Some sills have had concrete cast on top where the Breccia has decayed. The drain at the base of the wall below street level requires clearing out.	Clean out drain at the base of the elevation. Reinspect stonework in 5 years.		H	5	5

Short Form Agreement for Consultant Engagement

Between: John & Toni Glover, Kinloch Lodge Ltd, RD1, 862 Kinloch Rd' Kinloch, Glenorchy 9372

E: reservations@kinlochlodge.co.nz

(Client)

and: Origin Consultants Ltd, PO Box 213, Queenstown 9348 (postal) & Rear 38 Buckingham Street/9 Arrow Lane, Arrowtown 9302 (physical)

(Consultant)

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

Project: Maintenance Plan for the historic Kinloch Lodge

Location: 862 Kinloch Rd' Kinloch, Glenorchy 9372

Scope & nature of the Services: Preparation of a 10-year Maintenance Plan – refer to Fee Proposal dated 17 June 2019

Programme for the Services: To be agreed – refer to Fee Proposal dated 17 June 2019

Fees & timing of payments:

\$3,990 + GST - refer to Fee Proposal dated 17 June 2019 to be invoiced on submission of the plan to the client.

Time charge rates (excluding GST & disbursements):

Robin Miller - Director/Registered Building Surveyor/Heritage Consultant - \$ [REDACTED]

Benjamin Teele – Principal Archaeologist/Building Surveyor - \$ [REDACTED]

Kirsten Gibbs – Architect UK-Registered - \$ [REDACTED]

Jeremy Moyle – Archaeologist - \$ [REDACTED]

Camila Silva – Architectural Technician - \$ [REDACTED]

General disbursements (where not already described in the fee proposal) are as indicated below:

Mileage	80 cents per km from Arrowtown
Black & white photocopying	At cost
Black/white & colour photocopying	At cost
Black/white & colour printing	At cost
Binding of documents	At cost
Courier/parcel postage	At cost
Research material, if any	At cost

Information or services to be provided by the Client: None

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, 11 and 12 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): Delete Condition 8 and replace with "All amounts payable by the Client shall be paid within 10 days of the date of the invoice without any deduction or set-off. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge 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.

Client authorised signatory (ies):



Print name:

Date:

Consultant authorised signatory (ies):

Print name: Robin Miller - Director

Date: 17 June 2019

SHORT FORM MODEL CONDITIONS OF ENGAGEMENT

1. The Consultant shall perform the Services as described in the attached documents.
2. 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. However, 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. In providing the Services, the Consultant must use the degree of skill, care and diligence reasonably expected of a professional consultant providing services similar to the Services.
4. The Client shall provide to the Consultant, free of cost, as soon as practicable following any request for information, all information in the Client's 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.
5. As soon as either Party becomes aware of anything that will materially affect the scope or timing of the Services, the Party must notify the other Party in writing and where the Consultant considers a direction from the Client or any other circumstance is a variation the Consultant shall notify the Client accordingly.
6. The Client may order variations to the Services in writing or may request the Consultant to submit proposals for variations to the Services.
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 due on the 20th of the month following the month of issue of each GST Invoice or at such other timing as stated elsewhere in this Agreement. If the Client fails to make the payment that is due and payable and that default continues for 14 days, the Consultant may provide written notice to the Client specifying the default and requiring payment within 7 days from the date of the notice. Unless payment has been made by the Client in full, the Consultant may suspend performance of the Services any time after expiration of the notice period. The Consultant must promptly lift the suspension after the Client has made the payment. Regardless of whether or not the Consultant suspends the performance of the Services in accordance with this clause, the Consultant may charge 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 the nature of the Services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Consultant has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Client, acting reasonably, disputes an invoice, or part of an invoice, the Client must promptly give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 8.
10. 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.
11. 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.
12. 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 of \$100,000 and a maximum limit of \$NZ500,000.
13. 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.
14. 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 12. The Consultant undertakes to use all reasonable endeavours to maintain a similar policy of insurance for six years after the completion of the Services.
15. 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.
16. Intellectual property prepared or created by the Consultant in carrying out the Services, and provided to the Client as a deliverable, ("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. The Clients' rights in relation to this New Intellectual Property are conditional upon the Client having paid all amounts due and owing to the Consultant in accordance with clauses 7 and 8. Intellectual property owned by a Party prior to the commencement of this Agreement (Pre-existing Intellectual Property) and intellectual property created by a Party independently of this Agreement remains the property of that Party. The Consultant accepts no liability for the use of New Intellectual Property or Pre-existing Intellectual Property other than to the extent reasonably required for the intended purposes.
17. The Consultant has not and will not assume any duty imposed on the Client pursuant to the Health and Safety at Work Act 2015 ("the Act") in connection with the Agreement.
18. 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 that has not been remedied within 14 days of receiving the other Party's notice of breach) either suspend or terminate the Agreement by notice to the other Party. If the suspension has not been lifted after 2 months the Consultant has the right to terminate the Agreement and claim reasonable costs as a result of the suspension. Suspension or termination shall not prejudice or affect the accrued rights or claims and liabilities of the Parties.
19. The Parties shall attempt in good faith to settle any dispute by mediation.
20. 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.