Agreement
For
The Provision of Consultancy
&
Engineering Services
For
Villa (G+1) + Service Block
Plot No. (--------),
----------------------, Dubai

For Mr. -----------------------------

Consultant:
My Vision Engineering Consultants
& Interior Design
AGREEMENT FOR
THE PROVISION OF CONSULTANCY ENGINEERING SERVICES

This agreement is made and entered into, by and between:

First Party

Mr. ----------------, Whose address ----------------
------ P.O Box. ------ Dubai, Tel: -------------, Fax: -- -----, (hereinafter referred to as the “Landlord / Owner of Plot).

Second Party

M/s. My Vision Engineering Consultants and Interior Design –P.O. Box: 90144, Dubai, Tel.: 042954410, Fax: 042954413 (hereinafter referred to as the “Consultant”)

The two parties agree as follows:

1- Whereas the first party is desirous to have constructed, completed and maintained of Villa (Ground +1) + Service Block on plot No. (----- ) - Dubai - United Arab Emirates, plot area per square feet (..........) and built up Area per square feet (..........) consist of:

a- Main Building Block,
b- Service Block,
c- Boundary Wall and Parking Area,

Hereinafter referred to as the “Project” and has assigned the provision of consultancy Engineering Services thereof to the Second Party who accepted the assignment subject to the terms and conditions of this contract agreement.

2- The Consultancy Engineering Services shall cover studies, design and supervisors works to be provided according to the following stages:

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I
STUDY & DESIGN

1- Consultation and Preliminary study Stage (0.5 DHS) per square feet from the plot area:

1-1 Consultation of the landlord with the specialized architect from the consultant during the office work timing.
1-2 Study the Landlord’s / Owner’s requirements and advise as necessary.
1-3 Analyze the Landlord’s requirements.
1-4 Calculate the areas and the required buildup area.
1-5 Revise the site plans and Landlord’s / Owner’s requirements in view of the applicable building regulations of the concerned authority.

2- Preliminary Design and Report Stage (1.5 DHS) per square feet from the buildup area:

2-1 Prepare the preliminary sketches and simple plans of the project with the names of the spaces and without any details, to be seen and approved by the Landlord / Owner (written approval).
2-2 Prepare draft specifications to be seen by the Landlord for approval (written approval).
2-3 Prepare preliminary cost of Estimation.
2-4 Review and update preliminary drawings and technical reports as per the Landlord written instruction. The consultant shall not commence any of the following stages without the prior written approval of the Landlord.

3- Final Design Stage (6 DHS) per square feet from the buildup area:

3-1 Prepare & submit the preliminary drawings & plans in accordance with the requirements of the concerned authorities (If necessary).
3-2 Obtain the provisional approval of the concerned authorities for the preliminary drawings (If necessary).
3-3 Prepare the finishing schedules for the project main spaces to be seen by the Landlord for approval.
3-4 Assign one of the reputable soil investigation firms to provide the necessary studies (soil report to be submitted to the landlord for review and pay the report invoice amount).
3-5 Revise the provisional cost of the project as per

1- مرحلة الاستشارة الهندسية الأولى (0.5 درهم) للقدم المربع من مساحة الارض وتتمثل:

- 1-1 مقابلة المالك للمهندس المعماري المختص (الاستشاري) وتعريف معلومات المالك وذلك خلال أوقات العمل الرسمية للعمل.
- 1-2 دراسة متطلبات صاحب الأرض / المالكتحليل وتقييم متطلبات صاحب الأرض / المالك. وتقديم المشورة بشأنها. وتخليص وتقديم ملخصات صاحب الأرض / المالك.
- 1-3 حساب المساحات وساحة البناء المطلوبة. وحالة المشروع الموقتاً والحصول على.Authors and Approvals من الجهات المختصة.
- 1-4 إجراء المحددات بين متطلبات صاحب الأرض المالك وبين الأنظمة.

2- مرحلة التحليل التحضيري والتصميم الأولي وتتمثل: (1.5 درهم)

- 2-1 إعداد رسومات (أمثلة أولية) للمشروع وهي مساحتين أقتصادية وعليها تفصيل وسمات الأرض، وعوضتها على صاحب الأرض / المالك (موافقة خطيه).
- 2-2 إعداد اقتراحات أولية للمواصفات الرئيسية وعرضها على صاحب الأرض / المالك (موافقة خطيه).
- 2-3 تقرير الكيفية الأولية للمشروع. وقبول الاستشاري بتغطية وفيضية ملاحظات الأولية والتغييرات الفي نماي على ملاحظات صاحب الأرض / المالك الخطيه والاباشر. وبإنه مرحلة تالية بعد حصوله على موافقة خطيه من صاحب الأرض / المالك.

3- مرحلة التصميم النهائي (6 درهم) للقدم المربع من مساحة الارض وتتمثل:

- 3-1 إعداد وتقديم المخططات الإبداعية وفقاً لمصطلحات الجهات الرسمية المخصصة (إذا كان ذلك ضرورياً).
- 2-3 الحصول على الموافقة الأولية من الجهات الرسمية المخصصة (إذا كان ذلك ضرورياً).
- 3-3 إعداد جداول تنفيذية عناصر المشروع وإعداد وعرضها على صاحب الأرض / المالك للمصادقة عليها.
- 3-4 تكليف أحد المختبرات المختصة في خصوص التربية، وإعداد الفحص المناسبة، (يتم تقديم تقرير الفحص لصاحب الأرض / المالك للإطلاع.
- 3-5 إعادة بيان التكاليف المبدئية للمشروع على
the above.

3-6- Undertake the required topographic survey and leveling works.

3-7- Prepare the final drawing and designs of the project covering the Architectural drawings, Construction drawings, Electrical Drawings, Sanitary Drawings and internal and external works finishing schedules in conformity with the requirements of the concerned authorities (without any interior designs drawings such as false ceiling and any architecture details or three dimensional photos) to be seen by the Landlord / Owner for approval.

3-8- Furnish the Landlord/Owner with soft copy of drawings.

4- Interior Design Stage(10-50 DHS) per square feet from the buildup area:

4-1- Prepare the necessary drawings and shop drawings for the false ceiling and all the building spaces.

4-2- Prepare three dimensional photos for the spaces and the rooms (to be determine with the landlord).

4-3- Prepare the internal and external details for the furniture.

4-4- Prepare the details for external and internal lights and light fittings.

4-5- Propose the details required for the internal design on the client demand.

5- Authorities approvals (governmental or privet) Stage(10,000 DHS):

5-1- Prepare drawings to the Municipality in order to obtain the building permit.

5-2- An amount will be agreed with the landlord for obtaining and other governmental or privet authorities.

6- Tendering and BOQ Stage(2 DHS) per square feet from the buildup area:

6-1- Prepare contractors invitations.

6-2- Correspondents between the contractor and the consultant.

6-3- Review the bill of quantity with the contractor.

6-4- Selection of the best prices, quality and time line for the project.

6-5- Selection of the contractor should be by the consultant with the approval of the landlord.

ضوِو ما سَبِيق.

3-6- إجراء المسح اللازم (الطبورافي) وإعداد المخططات الهندسية.

3-7- إعداد المخططات الهندسية للمشروع متمتعاً بتخصصات الإنشاءات المعمارية والإشرافية والأحترافية، والصحة وحيداً التخطيطات الداخلية والخارجية (إذا أي رسومات مخصصة في العمل)، وذلك حسب متطلبات السلطات المختصة وعرضها على صاحب الأرض المالك للمصادقة عليها.

3-8- تزويد المالك بنسخة كهربائية من المخططات الهندسية.

4- مرحلة التصميم الداخلي (10-50 درهم)

للقيم المربع من مساحة البناء وتشمل:

- إعداد الرسومات اللازمة للاعمال الإسفنجية وتفاصيل المعمارية الفنية في كل فروعات المباني.

- إعداد الرسومات اللازمة للاعمال الإسفنجية وتفاصيل الفرش الإداري والخارجي بالمبنى.

- إعداد الفرش الإداري والإنشائي وتفاصيل الفرش الإداري وتفاصيل الفرش الخارجي.

- تقديم المفروضات والتفاصيل اللازمة للتصميم الداخلي حسب رغبة المالك.

5- مرحلة موافقات السلطات (الحكومية والخاصة)

(10,000 درهم) وتشمل:

- تقديم المخططات إلى البلدية والجهات الأخرى المختصة للحصول على رخصة البناء.

- يتم إضافة مبلغ معين يتم الافزاع عليه مع المالك للحصول على أي موافقات أخرى من جهة حكومية أو خاصة.

6- مرحلة الخرائط و kadar مستندات الطبع (10 درهم) للقيم المربع من مساحة البناء وتشمل:

- إعداد دعوات للمقاولين.

- نظر على رسائل المقاول والتوثيحات (بين الاستشاري والمقاول).

- مراجعة قائمة الكميات مع المقاول.

- اختيار أفضل الأسعار مع الحفاظ على الجودة وجدول الزمني للمشروع.

- يتم اختيار المقاول بموافقة الاستشاري وموافقة المالك.
II
SUPERVISION WORKS

1. Provide the Landlord / Owner with the required technical advice when and as necessary.

2. Manage and supervise the execution of works with a Project Engineer at site, in order to follow up the progress of the works and ensure their conformity with the drawings, contact documents, acceptable engineering practices and the terms, conditions of the contract agreement. The Consultant may issue instructions to the Contractor to abide by the terms and conditions of the contract agreement and / or require him to comply with the specifications and standards.

3. Approve the detailed workshop drawings proposed by the contractor, sub-contractors or supplier before commencement of execution.

4. Provide the contractor with all necessary clarifications pertaining to the contract documents in order to ensure the satisfactorily completion of the project.

5. Approve the samples of materials supplied by the Contractor prior to owner approval for use in the project and insure their soundness and the conformity with the standards and specifications.

6. Inspect the materials and their workmanship and order all necessary tests to be carried on them under his supervision.

7. Regularly report to the Landlord / Owner on the progress of the project.

8. Prepare interim payment certificates for each stage.

9. Apply to the concerned authorities as per the applicable procedures to obtain their approval for any amendments / variations agreed upon in writing between the Landlord / Owner and Contractor.

10. Review the Contractor’s claims and submit his recommendations to the Landlord / Owner.

11. Carry out the final inspection of the works, issue final acceptance certificates and prepare the final settlement account and contractor’s due payments.

12. اقـلـم الابحـاث الفنـيـة في تنفيذ الأعمال من

1. تقديم النصائح والمشورة المهنية للمالك.

2. القيام بالتدقيق والباشر على تنفيذ الأعمال من قبل مهندس المشروع من خلال تنظيم زيارات دورية لموقع المشروع بهدف متابعةسير الأعمال حيثما لو مرت في المخططات ومستندات العقد وأصول الصناعة والشروط بين المالك/صاحب الأرض والمقاول ويدخل في ذلك إصدار القرارات المناسبة لتقييم المشروع وتحقيق المعايير أو المواصفات المقررة في العقد.

3. إعتماد مخططات التنفيذ التفصيلية المقررة من المقاول أو مقاولي الباطن أو الموردين قبل المشروع في تنفيذها.

4. تقديم الإيضاحات اللازمة للمقاول فيما يختص بوثائق العقد بما يحقق تنفيذ المشروع على الوجه الأكمل.

5. إعتماد النماذج والعينات للمواد المخصصة المقدمة من المقاول لإستخدامها في المشروع بعد اعتمادها من المالك والتأكد من سلامة المواد المستعملة وطابعتها للمواصفات وأصول الصناعة.

6. معاينة المواد المصنعة في تنفيذ الأعمال وطلب إجراء أي اختبار تحت إشراف.

7. إبلاغ المالك بصورة دورية عن مراحل تقدم العمل.

8. إعتماد الدفعات المستحقة للمقاول حسب مراحل التنفيذ.

9. التقدم وفق الإجراءات السارية للحصول على موافقات الجهات الرسمية عند وجود تعديلات في المشروع بعد إتفاق على التعديل بين طرفين هذه الاتفاقية وكذلك مع المقاول.

10. دراسة متطلبات المقاول والتوصية للمالك بما يراه بحثاً.

11. إجراء المعالجة النهائية تمييزاً لإصدار شهادات الإجازات المهنية وعمل التصديق النهائية لمستقبلات المقاول على ضونها.
III

CONSULTANT’S DUTIES AND RESPONSIBILITIES

1- Adopt acceptable principal and practices of his trade and meet the Landlord / Owner interests and requirements without prejudice to the terms and conditions and other rights of the contract parties.

2- Test the materials used for soundness and compliance with the specifications and reject defector ones. However, the Consultant shall not be held responsible for any damage /defects resulting from the acts of God.

3- The Consultant shall be held responsible for the correctness of his drawings and written instructions. However, the Consultant shall be relieved from responsibility for any injuries resulting from the default and / or instructions of other parties.

IV

RENUMERATION

The Consultant total remuneration for provision of his services as follows:

1- For Consultation and Preliminary study Stages:
   1-1- 0.5 DHS per square feet from the total plot Area to be paid against engineering consultation services as mentioned before (I study & design- no.1).

2- Preliminary Design and Report Stage:
   2-1- 1.5 DHS per square feet from the total buildup Area to be paid against engineering consultation services as mentioned before (I study & design- no.2).

3- Final Design Stage:
   3-1- 6 DHS per square feet from the total buildup Area to be paid against engineering consultation services as mentioned before (I study & design- no.3).

4- Interior Design Stage:
   4-1- 15-50 DHS per square feet from the total buildup Area to be paid against engineering
consultation services as mentioned before (I study & design - no.1).

5- **Authorities approvals (governmental or privet) Stage:**

5-1- 10000 DHS to be paid against engineering consultation services as mentioned before (I study & design - no.5).

6- **Tendering and BOQ Stage:**

6-1- 2 DHS per square foot from the total buildup Area to be paid against engineering consultation services as mentioned before (I study & design - no.6).

7- **For the Supervision Stage:**

7-1- The supervision fees equal 3000 DHS shall be payable in monthly payments within the period of Contracting Agreement till handover the project to the Landlord or the authorities.

8- **Consultancy Fees Calculation:**

8-1- The project amount to be estimated as per market range cost, then to be recalculated according to the agreement signed with the Contractor, and finally to be revised according the final bill issued to the Contractor, before any penalties deduction the total amount of project to include a proper estimation of all materials, accessories or else, supplied by the owner to the Contractor.

8-2- The fees payable to the Consultant as referred to herein above shall not include the following:

a- The cost of additional copies of the drawings.
b- The expenses of external and internal perspectives and models.
c- Soil investigations required for site work and any other tests and surveys.
d- Furniture layout plans and internal decoration works.
e- Official licenses and documents fees.

ومضمون بالسابق (دراسة و التصميم - رقم 4).

5- **مرحلة موافقات السلطات (الحكومية وال خاصة):**

5-1- يتم دفع مبلغ مقدر بـ 10000 درهم. نظير الخدمات الهندسية كما هو موضح بالسابق (الدراسة و التصميم - رقم 5).

6- **مرحلة اختيار المقاولين وإعداد مستندات العطاء:**

6-1- يتم دفع مبلغ مقدر بـ 2 DHS من مساحة البناء نظير الخدمات الهندسية كما هو موضح بالسابق (الدراسة و التصميم - رقم 6).

7- **مرحلة الإشراف:**

7-1- وهي قيمة 3000 درهم شهريا طوال مدة المشروع إلى أن يتم تسليمه للمالك أو البلدية.

8- **أسس حساب الأتعاب:**

8-1- تحسب كلفة المشروع على أساس الكلفة التقديرية له أولا ثم على أساس قيمة العطاء المقبول ثانيا ثم على أساس الكلفة الفعلية عند إصدار الدفعة الخانمية للمقاول ثالثا ويجري تصحيح النسب السابقة من كلفة المشروع لأية مرحلة على ضوء المعلومات المتوفرة حينها.

8-2- إن أتعاب الإشراف المذكورة أعلاه لا تشمل مايلي:

أ- النش الإضافية من المخططات.
ب- مصاريف المناظر الخارجية والداخلية وعمل المجمعات.
ت- مصاريف فحص التربة لموقع المشروع وأية اختبارات أخرى.
ث- أتعاب تصميم الأثاث والتزيينات والديكورات الداخلية.
ج- رسوم المستندات الرسمية والترخيص.
V
THE OWNER’S OBLIGATIONS

1- The Landlord / Owner to undertake not to enter amendments on the designs or issued any technical instructions except through the Consultant. In case the Landlord/Owner does not abide by this condition, the Consultant shall relieve himself from any responsibility for the consequences of such amendments or instructions.

2- If the Landlord/Owner insists to appoint a supervision staff, such staff shall abide by the Consultant’s instructions and in case of their non abidance, the Consultant has the right not to bear the responsibility for any technical and legal obligations arising out of the contract agreement, and inform the official authorities and the Landlord / Owner accordingly.

3- Payment of remuneration "consultant" for the site survey (unless it’s agreed under this contract).

4- Provide the consultant with the payments in a timely manner under this contract.

5- Provide initial requirements, information and documents available with the Landlord to the consultant.

VI
AMENDMENTS

Should the need arises for some amendments or variation on the designs or documents already prepared by the consultants at the request of the Landlord / Owner, the consultant shall be entitled to remuneration for such amendments and variations as agreed upon between the Consultant and the Landlord / Owner prior to the commencement of the work.

VII
EXTENSION OF COMPLETION PERIOD AND SUPERVISION OF CONSULTANTS SERVICES

1- Where the need arises for the extension of the original completion period of the project as stated in the contract agreement concluded between the Landlord / Owner and the Contractor for any reason whatsoever in which the consultant is not involved, the Consultant shall be entitled to a
Supervision Consultant fees
--------------------------------------------- x (1.5) Extended period
Contract Period

2- If at any stage of consultancy work the consultant’s work is partially or totally suspended by the order of the Landlord / Owner, the Consultant shall be entitled to remuneration for the completed stages plus the remuneration for the stage which he has just commenced as well as a reasonable remuneration for work completed for the following stages and any other proved costs and expenditures borne by the Consultant in the course of the project execution. However, the landlord is not entitled to terminate the contract under this article to carry out by himself or by another consultant.

3- If the Landlord requested extra engineering services from the consultant that required time extension for any stage of the project, the landlord has to study this case with the consultant and extend the contract with suitable period for each stage of the project.

4- The contract will be extended, if the Landlord takes revision period longer than what’s decided. The landlord should not extend the revision in away to prejudice the consultant, on the other hand, the Landlord should study the prejudice claimed by the consultant due to the revision extension of time for the purposes of compensation.

5- With respect to the work of supervision of the implementation of the project the Landlord shall notify the consultant and to give him out (30) days for termination of contract and during the termination, the two teams (the Landlord and the consultant) should agree about the compensation for the actual costs and losses for the consultant that may be incurred as a result of termination of this contract.

6- The duration of this contract is the duration of the contract between the owner and the contractor (at the initial approval), and in case of extending this contract, the Consultant shall be entitled to claim monthly payments throughout the project, whether Stopped or constant.
VIII
OWNERSHIP OF DOCUMENTS

All technical designs, specifications and other contract documents shall remain the sole property of the Consultant and the Landlord / Owner may not dispose of the same without the prior approval of the Engineer. Likewise the Engineer shall not give the same design to other clients without the express approval of the Landlord / Owner.

IX
TERMINATION OF THE AGREEMENT

The consultant shall have the right to terminate this contract agreement vide a written notice to the Landlord / Owner if payments to the Consultant delayed for a period of 30 days and if the Landlord / Owner violates any of his obligations under the agreement. Upon termination, the Consultant shall be entitled to remuneration against the completed stages of work up to the date of termination in addition to a reasonable compensation agreed by the Second Party for the commenced but uncompleted stages by the contractor.

Terminate the contract by the consultant:

a- If the Landlord did not issue the order to proceed the project through (60) days from the date of signing the contract.

b- If the Landlord failed to pay the consultant’s installment after (30) days from the date of maturity.

c- Financial hardship prevents the Landlord from continuing to implement the contract.

Then the consultant shall notify the Landlord to issue the order for proceeding the project or payment is owed to the consultant within ten days of the end of the periods specified paragraph (a) or paragraph (b) above, and if the Landlord fails to issue the order for proceeding the project or payment is due to the consultant during the first ten days of this, or if the Landlord fails in due payments, in accordance with paragraph (c) above, the consultant is entitled to terminate the contract and shall ask for appropriate compensation resulting from the breach of the contract by the Landlord. And not reintroduced this contract without the approval of both teams (Landlord and Owner).
General Conditions

1. The Consultant shall advise the (Landlord) on the need of other consultants to be engaged for any part of the Project and unless otherwise agree such other consultants shall be engaged and paid by the (Landlord). The Consultant’s fee shall not be reduced by such engagement.

2. The (Landlord) shall give its decision on all sketches, drawings, reports, recommendations, tender documents and other matters properly referred to it for decision by the Consultant in such reasonable time so as not to delay or disrupt the performance by the Consultant of his professional services under this Agreement.

3. The (Landlord) shall issue instructions to the Contractor only through the Consultant where such instructions pertain to the scope of Consultant’s professional services or where the instructions pertain to the scope of the professional services of other consultants who are directly engaged by Consultant for the purpose of the Project.

4. The Consultant shall add a fee for each variation or modification in the project by the Landlord.

5. All the Landlord’s meetings with the consultant should be during office timing (Sat.-Wed. from 9am to 5 pm) and (thru. From 9am to 1 pm).

XII
SIGNATURES

The First Party:

Mr. ---------------------------------------------

Signature : __________________________________

Second Party:

Consultant: My Vision Engineering Consultants
and Interior Design

__________________________________________

The Agreement signed by...

الطرف الأول:

السيد/---------------------------------------------

التوقيع: __________________________________

الطرف الثاني:

المستشار:

المستشاري: رؤيتي للاستشارات الهندسية والتصميم الداخلي

التوقيع: __________________________________
Signature: ____________________________________________
Date: / /2012
tarih: /2012