

CONSULTANT CONTRACT (ABK 09)

This form is intended for use in consultant agreements according to General Conditions of Contract For Consultant Agreements For Architectural and Engineering Assignments – ABK 09.

NOTE! The appropriate box must be checked for its content to be applicable.

Client

Company	Corporate identity number
Address	
Telephone	Fax
E-mail address	

Invoicing address other than stated above (see below under Remuneration, payment and cancellation).

Consultant

Company	Corporate identity number
Address	
Telephone	Fax
E-mail address	

Project designation

Project name	Employer's project number
	Consultant's assignment number

Intended purpose

The purpose of this assignment is the use of its result with respect to the <reconstruction of Building D on the real estate parcel Kv Molnet 1, Stockholm Municipality>.

Scope of the Contract

(ABK 09 ch. 1)

Assignment type and scope

- The Assignment is specified in consultation (ABK 09 ch. 1 § 1).
- The Assignment is specified in the tender documents (ABK 09 ch. 1 § 2).

The following contract documents apply to the Assignment:

1. this Contract
2. amendments to ABK 09 that have been set out in a specific protocol either in the administrative guidelines or other comparable document dated <YYYY-MM-DD>
3. ABK 09 – General Conditions of Contract For Consultant Agreements For Architectural and Engineering Assignments
4. Order **Date**
<YYYY-MM-DD>
5. Assignment confirmation <YYYY-MM-DD>
6. Tender <YYYY-MM-DD>
7. Tender documents <YYYY-MM-DD>
8. Other documents <YYYY-MM-DD>

Presentation of the Assignment Result

The result of the Assignment shall be presented in

- The manner stated in the Contract Appendix
- The following manner:

Archiving of the Assignment result

- The Consultant shall arrange for the archiving of the Assignment Result.
- The Consultant shall archive the Assignment Result as follows:

Performance Documents from the Client (ABK 09 ch. 2 § 2)

(ABK 09 ch. 2)

Documents provided by the Client:

Plan for quality and environmental management (ABK 09 ch. 2 § 3)

The Consultant is to draft a plan for the Assignment's quality and environmental management.

Communication during the Assignment period (ABK 09 ch. 2 § 5)

Information, data and documents must be communicated as follows during the assignment period:
<...>

The Consultant's information, data and documents shall be sent to the following persons <...>

The Client shall, at the latest, at the start-up meeting inform the Consultant of the persons they must communicate with.

The Client must, at the latest <YYYY-MM-DD> inform the Consultant of the persons he/she must communicate with.

Organisation The Parties' Representatives (ABK 09 ch. 3 § 1)

(ABK 09 ch. 3)

The Client's Representative is

Name

Telephone

Cellular telephone

E-mail address

The Consultant's Representative is

Name

Telephone

Cellular telephone

E-mail address

The Parties' Project Organisations (ABK 09 ch. 3 § 3)

The Parties' project organisations are set out in the Contract Appendix

The Consultant's sub-consultants are set out in the Contract Appendix

The Client's Project Manager:

Name

Telephone

Cellular telephone

E-mail address

The Consultant's Assignment Manager:

Name

Telephone

Cellular telephone

E-mail address

The Client's Project Manager and the Consultant's Assignment Manager possess the authority to reach agreements and issue binding instructions concerning the Assignment, however not in issues of major financial significance. Agreements and instructions equivalent to a value exceeding _____ Swedish statutory price base amount or _____ % of the fixed fee/agreed budget are deemed to be of major financial significance unless otherwise agreed.

Meetings (ABK 09 ch. 3 § 6)

- Start-up meeting shall be held <YYYY-MM-DD> at <HH.MM> on <location>
- In addition to this, _____ meetings are expected to be held.

Times

(ABK 09 ch. 4)

Time schedule (ABK 09 ch. 4 § 1)

- | | Date |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------|
| <input type="checkbox"/> The Assignment starts and ends according to the following | |
| The Assignment starts | <YYYY-MM-DD> |
| The Assignment ends | <YYYY-MM-DD> |
| <input type="checkbox"/> The Assignment is to be performed according to the enclosed time schedule, contract appendix | |
| <input type="checkbox"/> The Assignment is to be performed according to a time schedule, which is to be drawn up at a later date. | |

Delays (ABK 09 ch. 4 § 6)

Damages

If liquidated damages have not been agreed, the Consultant may be liable for damages for the delay. Such damages are limited to the size of the fee, however, at the most ten times the Swedish statutory price base amount. If liquidated damages have been agreed, the Consultant is not obliged to pay other damages for the delay.

Liquidated damages

If the Consultant exceeds the agreed time for the delivery of the entire Assignment or for specifically defined sub-deliveries in the Assignment subject to liquidated damages, the Consultant shall pay the liquidated damages for the delay with

- SEK _____ for each commenced week
- _____ per cent of the fixed fee/budget for each commenced week

The liquidated damages are limited to a total amount in the assignment of

- SEK _____
- _____ per cent of the fixed fee/budget

Remarks: Liquidated damages should only be agreed for critical delivery times.

Liability

(ABK 09 ch. 5)

Insurance (ABK 09 ch. 5 § 10)

- The Consultant must at the latest <YYYY-MM-DD> provide the Client with proof that agreed insurances have been taken out.
- The Consultant certifies that he/she holds the agreed insurances.

**Remuneration,
payment and
cancellation**

(ABK 09 ch. 6)

Remuneration (ABK 09 ch. 6 § 1)

Remuneration is paid according to the checked option. All amounts are exclusive value added tax, unless otherwise stated.

Indexation (ABK 09 ch. 6 § 1)

- Indexation with respect to the <fixed fee/hourly rates> is to occur according to the Factor price index for Consultant services K84 with base month 20 . Indexation occurs once per with the start .

 Variable fee (ABK 09 ch. 6 § 2)

The variable fee is paid as set out below:

- Variable fee for the time spent according to contract appendix no .

Budget for the Assignment is SEK

- Variable fee for the time spent as set out below:

<X> SEK per hour for <state person or category>

<X> SEK per hour for <state person or category>

<X> SEK per hour for <state person or category>

Budget for the Assignment is SEK

 Fixed fee (ABK 09 ch. 6 § 2)

A fixed fee is to be paid in the amount of SEK .

Specific Reimbursements for costs (ABK 09 ch. 6 § 5)

The Consultant is entitled to special specific reimbursements for costs according to the checked boxes below /ABK 09 ch. 6 § 5):

- Sub-consultants
- Instruments, field equipment or laboratory investigations
- Computers and/or software for calculations, drawing work and the like.
- Copying
- Production of models
- Travel and per diem expenses
- Following other expenses
- Reimbursements shall be paid in the amount of an additional surcharge of <...> per cent with respect to the Consultant's verified prime costs.

Other/additional forms for the calculation of the fee (ABK 09 ch. 6 § 2)

Remuneration comprising incentives, bonus or that are payable according to another calculation basis is paid in accordance with the contract appendix .

Invoicing (ABK 09 ch. 6 § 9)

- Separate invoicing address
Invoices shall always be sent to the address: .
- Separate invoice designation
Invoices must be designated with: .

Disputes
(ABK 09 ch. 9
and 10)

Dispute resolution according to ABK 09 ch. 9

State whether disputes arising from the Contract are to be resolved in a manner other than that stated in ch. 9 § 1.

Simplified alternative dispute resolution according to ABK 09 ch. 10

State whether the parties agree to resolve the dispute through a simplified alternative dispute resolution according to ABK 09 ch. 10. State the name of the arbitrator according to ABK 09 ch. 10 if such is to be appointed in advance.

Miscellaneous Other agreements

Signature Two identical copies of the Contract have been drawn up and exchanged.