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| Description: BKK | ConstructionContracts Committee | Form 2/04 drawn up by the Construction Contracts Committee (BKK) and adapted to AB 04 |
|  | CONSTRUCTION CONTRACT (AB 04) COST PLUS OVERHEADS AND PROFIT |  |
| This form is intended for use in performance contracts at cost plus overheads and profit according to General Conditions of Contract for Building and Civil Engineering Works and Building Services - AB 04. |

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| Employer | Company |  | Corporate identity number |  |
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|  | Address |  |
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|  | E-mail address |  |
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| Contractor | Company |  | Corporate identity number |  |
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| Scope of Contract (AB 04 ch. 1) | The Contractor undertakes to perform work for the Employer in accordance with: |  |
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|  | 1. | this contract |  |
|  | 2. | amendments to AB 04 which are included in summary in administrative instructions |  |
|  | 3. | AB 04 – General Conditions of Contract for Building, Civil Engineering and Building Services |  |
|  |  |  | Date |  |
|  | 4. | order | <yyyy-mm-dd> |  |
|  |  |  |  |  |
|  | 5. | tender | <yyyy-mm-dd> |  |
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|  | 6. | special provisions regarding measurement and remuneration |  |  |
|  |  |  |  |  |
|  | 7. | Schedule of Unit prices or priced Schedule of Quantities | <yyyy-mm-dd> |  |
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|  | 8. | supplementary instructions for the Total Works, given prior to the submission of the tender | <yyyy-mm-dd> |  |
|  |  |  |  |  |
|  | 9. | administrative instructions | <yyyy-mm-dd> |  |
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|  | 10. | Schedule of Quantities, not priced | <yyyy-mm-dd> |  |
|  |  |  |  |  |
|  | 11. | specifications | <yyyy-mm-dd> |  |
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|  | 12. | drawings | <yyyy-mm-dd> |  |
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|  | 13. | other documents | <yyyy-mm-dd> |  |
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|  | However, the obligation of the Contractor does not comprise the following work in the aforementioned documents |  |
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| Execution(AB 04 ch. 2) | The Employer shall provide the following documents |  |
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|  | The Contractor shall provide the following documents |  |
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|  | The Contractor must at the latest <yyyy-mm-dd> submit a quality plan and environmental plan according to AB 04 ch. 2 § 2 to the Employer for review and approval. The Employer shall at the latest within <X> days after receiving these plans, state whether he approves them. |  |
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| Organisation(AB 04 ch. 3) | The Employer’s representative is |
| Name |  |
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|  | Address |  |
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|  | The Contractor’s representative is |
|  | Name |  |
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|  | Initial meeting shall be held <yyyy-mm-dd> at <hh:mm> <location>. |  |
|  | Site meetings shall normally be held every <X>th day. |  |
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| Times (AB 04 ch. 4) |  | **Date** |  |
| The Contractor must submit a Time Schedule at the latest  | <yyyy-mm-dd> |  |
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|  | Contract Works must begin at the earliest | <yyyy-mm-dd> |  |
|  | Contract Works must begin at the latest | <yyyy-mm-dd> |  |
|  | Contract Works in its entirety must be completed and available for final inspection at the latest | <yyyy-mm-dd> |  |
|  | If the Contract Works is divided into Main Sections each Section must be completed and available for final inspection according to the following:Main Section 1 Main Section 2 Main Section 3 | <yyyy-mm-dd><yyyy-mm-dd><yyyy-mm-dd> |  |
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| Liability and Rectification of Defects(AB 04 ch. 5) | Liquidated damages |  |
| If the Contract Period is exceeded or the amended time for completion that shall apply, the Contractor is obliged to pay liquidated damages for each started week with: <amount/per cent>If the Contractor exceeds section times as set out above, he is obliged to pay liquidated damages according to the following: |  |
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|  | Insurance |  |
| The Contractor must at the latest <yyyy-mm-dd> provide the Employer with proof that agreed insurances have been taken out. |  |
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| Costs and Payment | Cost plus overheads and profit |  |
| (AB 04 ch. 6) | The Contractor shall receive payment for the Total Works according to the following:1. Prime cost calculated according to AB 04 ch. 6 § 9 a) Contractor´s fee according to AB 04 ch. 6 § 9 p. 8 a with <X>% b) Contractor´s fee according to AB 04 ch. 6 § 9 p. 8 b with <X>%For the sub-contracts stated below the following percentage/s shall apply for the contractor’s fee:<X>% for <state the sub-contract> <X>% for <state the sub-contract> <X>% for <state the sub-contract>2. Prime cost calculated according to AB 04 ch. 6 § 9 Contractor’s fee to be paid:The Contractor´s fee is regulated according to the following: 3. Specially agreed rules of charging:Costs are attributed to the Contractor’s prime cost according to AB 04 ch. 1 §§ 9 and 12, ch. 2 §§ 14 and 15 first paragraph, ch. 3 § 5 third paragraph, ch. 5 § 22 and ch. 7 § 15 seventh paragraph.Payment is made according to the following: |  |
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|  | Surety |
|  | As surety according to AB 04 ch. 6 § 21 submita) the Contractor to the Employer: b) the Employer to the Contractor:  |  |
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| Inspection (AB 04 ch. 7) | The inspector is appointed according to the following:With alteration of AB 04 ch. 7 § 15 prescribes: The costs for all inspections are paid for by the Employer. The inspector or inspection board may however decide that the cost for continued final inspection, interrupted final inspection according to AB 04 ch. 7 § 12 fifth paragraph, re-inspection, special inspections demanded by the Contractor, special inspections demanded by the Employer where faults have been found that the Contractor is responsible for and arbitration fully or partly shall be paid for by the Contractor, if reasons for this exist. |  |
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| Disputes | Dispute solution ch. 9 |  |
| (AB 04 ch. 9 and 10) | State whether disputes on account of the Contract must be determined in a manner other than according to ch. 9 § 1. |  |
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|  | Simplified resolution of disputes ch. 10 |
|  | State whether the parties are agreed to hear the dispute through a simplified resolution of disputes according to ch. 10.State arbitration persons according to ch. 10 if such have been appointed in advance. |  |
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| Miscellaneous | Other agreements |  |
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| Signature | Two identical copies of the contract have been drawn up and exchanged. |
|  | Location and date |  |  |  |
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|  | For the Employer |  |  |  |
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|  | Name in block letters |  |  |  |
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|  | Location and date |  |  |  |
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|  | For the Contractor |  |  |  |
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|  | Name in block letters |  |  |  |
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