

Description of Services for

# CLIENT CONSULTANCY

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## PREFACE

This description of services serves as the basis for client consultancy. The description of services is based on building projects, but may also be applied in connection with civil works.

In the event of any discrepancy between the Danish and the English version of the description of services, the Danish version shall prevail.

The client consultant's services and fees are contractually based on '*Simplified General Conditions for Consulting Services within Building and Engineering*' (*Simplified ABR 18*).

Chapters 0-3 and 7 use the terms 'client consultant' and 'client' to mean the client of the client consultant.

Chapter 4, Tenant consultancy, uses the terms 'tenant consultant' and 'tenant'.

Chapter 5, Investor consultancy, uses the terms 'investor consultant' and 'investor'.

Chapter 6, Technical contracting entity consultancy – PPP, uses the terms 'contracting entity consultant' and 'contracting entity'.

It should be noted that services provided by the client consultant comprise only services within the client consultant's area of responsibility, which is clearly defined and delimited as being included in the client consultancy agreement.

Reference is also made to 'Description of Services for Building and Landscape' (YBL) prepared by FRI and the Danish Association of Architectural Firms.

The individual chapters of the description of services refer to building projects, but may, subject to relevant amendments, be used for civil works projects together with 'Description of Services for Civil Works' (YBA) prepared by FRI.

The description of services does not refer to legislation and regulations governing specific building projects, public sector building projects or non-profit housing projects. Such legislation and regulations are assumed to serve as the basis for the actual building project.

The description of services is prepared with a view to defining roles and the division of services between the client consultant and client and in relation to the other parties of the building project.

The description of services is suitable for large and/or more complex projects.

Where the description of services uses the word 'may' in respect of specific services, the parties must determine whether the services stated should be included and their scope in the contractual basis. Similarly, the parties should determine whether 'must' services and other assumed services can be omitted.

Chapter 0 contains a glossary which defines selected terms used in the description of services.

For building works where the client has special requirements for the use of ICT, including digital design and digital delivery, an ICT specification must be prepared to determine the consultant's ICT services, see also YBL.

The description of services has been prepared in cooperation with the Danish Association of Consulting Engineers, the Danish Association of Architectural Firms and the Danish Association of Construction Clients.

FRI, the Danish Association of Architectural Firms and the Danish Association of Construction Clients prepare individual codes of practice for a number of specific areas. Reference is made to their websites [www.frinet.dk](http://www.frinet.dk), [www.danskeark.dk](http://www.danskeark.dk) and [www.bygherreforeningen.dk](http://www.bygherreforeningen.dk). Reference is also made to [www.vaerdibyg.dk](http://www.vaerdibyg.dk) Værdibyg (Value Creating Construction Process) is a partnership between a number of the construction sector organisations. Værdibyg develops recommendations, methods and tools for value-creating construction processes.

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## **0. DEFINITIONS**

The following terms used in the description of services must be construed as they are defined below.

### **Works**

Works means the services provided by the individual workmen within their own discipline such as floors, ceilings, tiles, ventilation systems, installation, etc.

### **Work schedule**

Work schedules are the individual contractors' detailed plans for the execution of their own works. The work schedule comprises a plan for any of the contractor's services related to the design.

### **Working drawings and bills of quantities**

Working drawings and bills of quantities mean the technical drawings and bills of quantities needed by the contractor to be able to deliver a given building element based on the construction project. This includes cutting lists for a window, production drawings for ducts in a ventilation system, etc.

### **Archive research**

Archive research for a site or building comprises search in relevant archives to investigate whether the site or building project is subject to any restriction, clauses or requirements.

### **Decision plan**

A decision plan is a plan for the decisions to be made by the client during the phases of the building project.

The decision plan forms part of the consultant's service plan.

### **User**

A user or groups of users are persons appointed by the client to comment on the consultant's proposal or project to ensure that the building is fit for use.

Users work under the client's management and may not consider proposals or changes without the client's acceptance.

### **Building meeting**

Building meeting means meetings with the client's contractors with a view to facilitating the performance of the task and promoting the progress of work.



## **Client**

The client is the entity that hires consultants and contractors to perform the task.

## **Client meeting**

Client meeting means meetings between the client, the client consultant and consultants or the lead contractor during which the performance of the task, progress, budgets and contractual matters, etc. are discussed.

## **Client consultant**

The Client consultant is a consultant who provides consultancy to and assists the client in connection with the performance of the task in cooperation with the client's other consultants and with the contractors.

## **Construction designer**

The construction designer is the operator (company), who, under the Danish Building Regulations, is responsible for collating and coordinating the structural documentation for the structure.

## **Certified fire consultant**

A certified fire consultant is a consultant (person) who is certified to inspect the fire safety of buildings, see the provisions of the Danish Building Regulations for the building project in question.

## **Certified statics engineer**

A certified statics engineer is a consultant (person) who is certified to inspect the statics of buildings, see the provisions of the Danish Building Regulations for the building project in question.

## **Split consultancy**

Split consultancy means that the entire task is performed by several consultants, including possibly one or more design contractors, who have each concluded an agreement with the client.

## **Financial framework**

The financial framework means a budget for design and construction of a building or civil works project that governs the consultants' design.

The financial framework must be determined based on a risk analysis and a clarification of how identified risks should be handled or capitalised as part of the framework.

## **Overall budget**

The overall budget for a building project comprises both the financial framework and the client's other expenses in realising the building project.

The client's other expenses include all expenses, which, in addition to the financial framework, will typically involve acquisition of property, the client's internal expenses, external fees, the client's expenses for fitting out and furnishing the building project, relocation expenses, etc.

The overall budget must be determined based on a risk analysis and a clarification of how identified risks should be handled or capitalised as part of the budget.

### **Detailed time schedule**

Detailed time schedule for construction means a time schedule that coordinates the contractors' work schedules into an overall plan.

### **Digital building model**

Digital building model means one or more digital models (typically in 3D) that jointly represent a structure. Individual models from individual consultants or design contractors are termed discipline models, while a collection of discipline models is termed common model.

### **Operating budget for technical operation and maintenance**

An operating budget for the technical operation and maintenance of the building project comprises expenses for supplies to the building project as well as for the operation and maintenance of the building project for a number of years – usually 10 years.

The technical operating budget does not contain administration or property tax costs, etc. just as expenses related to the intended use of the building project are not included.

### **Operational requirements after delivery**

Operational requirements after delivery means specific requirements for the operational condition or performance of the building after delivery and initial operation.

### **Operating and maintenance manual**

The operating and maintenance manual is prepared to optimise and systematise operations for buildings and building parts.

The operating and maintenance manual describes operating activities and inspection routines that are necessary in order for the property to work satisfactorily after delivery to the client.

### **Operating, inspection and maintenance plan**

Operating, inspection and maintenance plans concern the fire safety of the building project and contain a description of the required inspection measures, the organisation of operations, etc., see the requirements of the Danish Building Regulations for the installation of the building, depending on its use.

## **Contractor**

Means the supplier or contractor with whom the client has entered into an agreement on delivery and/or construction of all or parts of the building project.

Subject to agreement, the contractor contributes with a project for its works and regulatory approvals of such works.

The contractor coordinates project, procurement, construction, etc. with its sub-contractors.

## **Contractor design**

Contractor design means design carried out by the contractor at its own risk.

## **Contract**

A contract is a collection of technical services or sub-contracts of an overall contract, e.g. contract for separate works, combined contract or main contract.

## **Discipline**

A discipline is the allocation of contracts into specialist fields, e.g. into the carpenter trade, bricklayer trade, electrical engineering trade, etc.

## **Proposal phase**

The proposal phase consists of outline proposal and project proposal and constitutes the phases during which the client's requirements and wishes are incorporated into the project. The only thing left after the completion and approval of the project proposal is the technical design and completion of the project documents for regulatory processing, tendering process and construction.

## **Functional tendering**

Functional tendering for a contract comprises invitation to tender on the basis of functional requirements and a defined project and design and based on defined assumptions and performance requirements. It is up to the contractor to comply with the requirements and document such compliance, including, where necessary, to prepare a construction project as specified in the invitation to tender.

When a consultancy agreement has been concluded based on ABR and YBL, it is assumed that functional tendering of a building part will not take place before an overall and approved project proposal is available.

System products are also normally tendered as functional tendering.

It is assumed that in the tender and agreement documents for the consultancy service, the client considers the scope of functional tendering for the building project in question. This is most expediently clarified in a dialogue with the consultant before concluding an agreement.

If the scope of functional tendering is adjusted following conclusion of an agreement, it must be done in the project proposal phase at the latest.

When a lead contract has been concluded based on ABT, the above considerations are not relevant for a lead contract since the lead contract format basically is an overall functional tendering, typically based on a design specification.

## Statement of completion

Statement of completion means the consultant's written statement to the client on the completion of a project phase with a view to obtaining the client's approval.

The same term is used for the contractor's written statement to the client on the completion of the contractor project or a phase in the project with a view to obtaining the client's approval, and the term is also used in connection with the contractor's completion of the contract.

## Preliminary inspection

Preliminary inspection means an inspection of the progress of the building project and the progress of the contractor's test of technical systems and installations prior to the finishing works on the building project with a view to coordinating such works.

The preliminary inspection comprises an overall assessment of the scope and materiality of defects.

The preliminary inspection may take place at once or be divided into sections or contracts.

## Geometry

The **assumed geometry** means that the scale and location of building parts have been coordinated and illustrated so as to form a basis for an overall space allocation. Configuration and location have yet to be established.

**Defined geometry** means that the configuration and location of building parts have been determined so as to form a basis for a decision on coordinated solutions. Detailed and final processing as well as mutual coordination are yet to be established.

**Final geometry** means that the configuration and location of building parts are detailed and coordinated so as to form a basis for production preparation and construction without further mutual coordination.

## Review

See project review.

## Interface

Interface between consultancy tasks means the part of a task that interfaces with another task and depends on or is important for its design, meaning that mutual coordination is required. The relationship with existing buildings or facilities may also constitute an interface.

Interface between contracts means the part of a contract that interfaces with another contract or an existing building and depends on or is important for its design, meaning that mutual coordination is required.

## **Interface description**

An interface description clearly accounts for the following for the functional tendering in question:

- content and scope of service, including requirements for project documentation and other documentation to be provided by the contractor
- design basis
- interfaces to the rest of the building project, including tolerances, absorption of power, absorption of movements, cold bridge conditions, sound conditions, etc.
- performance requirements
- approval procedure.

The interface description may be an independent document or form part of the overall tender design.

## **Main time schedule**

Main time schedule for consultancy services means a realistic time schedule specifying the start and completion of the consultant's performance of the task. The main time schedule should also specify a deadline for the consultant's preparation of a service plan, the client's approval deadlines and expected completion date for the contract.

The main time schedule with any agreed amendments is termed 'The agreed main time schedule'.

Main time schedule for contractor services means similar milestones for the individual contractors' performance of and delivery of the works as well as milestones for the contractors' preparation of a work schedule, including for the contractor's documentation, design as basis for the client's approvals, preliminary inspection, etc.

## **ICT process manual**

ICT process manual means a cooperation document that establishes the framework for digital cooperation. As a minimum, the document is updated in connection with each phase to the required extent. The ICT process manual is prepared on the basis of the project ICT specification.

## **ICT specification**

ICT specification means an agreement appended to the description of services establishing any of the client's requirements for ICT (Information and Communication Technology).

## **Inspection plan**

An inspection plan means a plan for the nature, scope and documentation of the contractor's control activities.

Tender quality control plan means a systematic, schematic overview that outlines the client's minimum requirements for the content and scope of the quality documentation, which the contractor must provide to the client, and adjusted to the building project in question. Inspection plans will normally be divided into disciplines.

The contractors will prepare final inspection plans on the basis of the tender quality control plans.

## **Quality plan**

Quality plan for design means a plan for the quality management and quality assurance activities to be carried out in respect of the building project design, including both consultant design and contractor design.

Quality plan for construction means a similar plan for the quality management and quality assurance activities to be carried out in connection with the construction of the building project. The quality plan leads to an inspection plan.

## **Quality assurance**

Quality assurance means activities that serve to prevent defects in a building project and to ensure that a chosen quality is maintained during design and construction.

## **Tenant's layout and fitting out**

Tenant's layout and fitting out works means any layout and fitting out carried out by the tenant for the tenant's account. Tenant's layout and fitting out supplement the landlord's layout and fitting out of the premises and may in addition to non-fixed furniture and equipment, etc. comprise fixtures and technical installations – and ultimately in all premises.

Tenant's layout and fitting out may be carried out in parallel with the landlord's works in the premises or after the tenant has taken possession of the premises. Tenant's layout and fitting out must be coordinated with the landlord's works.

## **Materials**

AB/ABR 18 and the description of services use 'materials' as a wide concept comprising both materials, components and other individual parts and products that are built together and constitute building parts and form part of the overall building project.

## **Assignment**

Assignment means an overall review and assignment of the premises to a tenant or a property to an investor.

## **Care plan**

A care plan for landscape architectural works describes routine work during the four seasons as well as the expected development in the vegetation and pavement of the facility and the resulting special works over a fixed term of

years. The care plan specifies the quality and care level for various landscape facilities and possibly also for individual components.

## **Design and construction schedule**

Used in ABT 18 in relation to lead contracts and comprises the concepts service plan and work schedule, see ABR/AB 18.

## **Design meeting**

Design meetings are meetings between the design manager, the design consultants and any design contractors.

## **Project conference**

Project conference means a conference taking place shortly after conclusion of a construction contract and before the building and engineering works.

In connection with the project conference, the client and its consultant(s) and contractor(s) consider the tendered and agreed project, incl. any project contributions and proposals for choice of material from contractors and suppliers. The purpose is to create a common understanding of the project, to give the contractor a chance to impact the construction process by pointing out inexpediciencies in the project, to eliminate risks and improve the handling of risks and to eliminate uncertainties and inadequacies in the project.

Subject to agreement, the project conference may be repeated in case of subsequent, material changes to the project.

Project conference may also be undertaken by the design contractor as an element in its assignment of its project to any sub-contractors and contracting engineers.

## **Project review**

Project review means a coherent and systematic review of a project as part of quality assurance with a view to assessing the project's ability to meet the project requirements and identifying relevant problems.

## **Design check**

Design check is a systematic review of the prepared project documentation and calculations with a view to eliminating discrepancies, errors and deviations, including in interfaces to the works of others.

The design check is also intended to check that general standard and regulatory requirements are observed.

## **Project optimisation**

Project optimisation means assessing and possibly incorporating proposals for alterations, improvements or lowering of costs of specific building parts in respect of an approved project or project conditions.

Project optimisation is usually initiated by proposals from contractors in connection with or following conclusion of the agreement.

Any decision to optimise a project should also clarify any derived consequences for other building parts, and the fee related to the consultant's assessments and redesign should be included in the client's overall assessment of whether the change should be implemented.

## **Project specification**

Project specification means a specification of the technical consultant's project during construction caused by questions from the site supervisor or contractor that necessitates a clarification of the project requirements.

Project specification does not comprise project changes or project optimisation.

## **Registration of changes and obstacles**

Registration of changes and obstacles means an overview of required and agreed changes and any obstacles as well as their consequences for the project in terms of programming, cost management and fees.

## **Risk analysis**

A risk analysis includes identification and assessment of relevant risks for a building project in respect of the stage of the design or building project. In addition to project and design matters, a risk analysis should also focus on the project organisation, other stakeholders, regulatory matters, occupational health and safety, environmental matters, climate impacts, tendering and contracting matters, programming, calculation uncertainties and cost management, etc. The analysis must be adapted to the nature and complexity of the building project. The client contributes to the mapping of relevant risks.

The risk analysis forms the basis of a clarification in dialogue with the client regarding the management of identified risks, and the financial consequences should also be incorporated in the relevant budgets to the necessary extent.

Successive calculation is a tool that may be applied for capitalising the financial consequences.

## **Consultant**

A consultant is a technical consultant who takes on the job of solving a given task, including typically an architect, landscape architect, structural engineer and installation engineer.

## **Consultant design**

Consultant design means design carried out by the consultant at its own risk.

Consultant design may take place based on proposals from the contractor.

## **'As built'**

'As built' comprises documentation of the construction made, including adapted project documents to reflect the construction.



'As-built' documentation should generally comply with the provisions of the Danish Building Regulations. Any rectification of the project in addition to this is determined in the consultancy agreement and relevant construction contracts.

## **System delivery**

System delivery means that a system provider designs, adapts and delivers one or more system products for a building project, possibly including installation.

## **System product**

A system product is a technologically complex part of a building developed as a ready, modularised and variable product or a catalogue item.

## **Tender and project conference**

Used in ABT 18 in relation to lead contracts and comprise a comparison of the client's tender documents with the contractor's tender with a view to reaching a common understanding of the project and enable the client to influence the final design.

## **Lead consultant**

Lead consultant means a consultant or a group of independent consultants who under one agreement with the client undertake to solve all or the most critical consulting tasks in a project.

Any design contractors do not form part of the lead consultancy.

## **Tender quality control plan**

See inspection plan.

## **Tender design**

Tender design is the consultant design that together with the tender and contract conditions, etc. forms the basis of the invitation to tender for contract works.

The level of detail of the tender design generally corresponds to a construction project, unless it for specific contracts, disciplines or system products is customary or has been agreed that the tendering process should take place as functional tendering.

## **Tender programme**

Tender programme means a main time schedule included in the tender design as basis for submission of tenders. The level of detail of the tender programme depends on the type of tendering procedure and allocation of contracts and includes a time schedule for:

- invitation to tender and conclusion of agreement
- project conference

- consultant design, contractor design, etc. after invitation to tender and conclusion of contract
- regulatory processing and approval
- key milestones and significant subordinate milestones for the performance of the individual contracts (start and completion)
- commissioning and testing of technical facilities
- preliminary inspection
- inspection for defects and delivery
- initial operation
- penalty-triggering milestones

The tender documents should also describe other matters that are relevant to the contractor's planning, including any restrictions on the building site, expected days lost, etc.

## **Construction project**

The consultant's updated project that together with the project prepared by contractors constitute the overall, complete and coordinated project as basis for the contractors' purchasing, preparation and construction of the building project.

## **Deferred works**

Deferred works are works that, subject to agreement, will be carried out after the overall building project has been delivered. Deferred works may not prevent the delivery and initial operation of the building project.

An example is planting, which is postponed until the planting season.

## **Selected parts**

Selected parts means that the consultant selects essential building elements/parts to be detailed in the project. The selected parts illustrate typical parts (something that occurs many times) or critical parts (something that is complex in terms of technical solution or buildability).

## **Service plan**

A service plan is a plan for the services of the consultant and client, including:

- design by phases until tendering
- milestones for the client's provision of information as basis for design and the client's decisions in each phase.
- plan for regulatory
- any user involvement, consultations, etc.
- draft plan for consultant design, contractor design, etc. after invitation to tender and conclusion of contract
- milestones for the consultant's deliverables and the client's approvals.

A service plan for the client consultant will also contain a plan for the client consultant's and the client's services during the building project phases and adapted to the organisation and tender design of the building project.

# 1. INITIAL CONSULTANCY

Initial consultancy comprises:

1.1 Property strategy

1.2 Appraisal

1.3 Technical financing analyses

1.4 Design specification

The scope of the services will depend on the current project and the client's needs and is determined in cooperation with the client on the basis of a proposal by the client consultant.

## 1.1 Property strategy

Property strategy is an overall strategy and plan for the client's property portfolio, including for future property investments, property sales and optimisation of existing properties, including refurbishment and renewal.

A property strategy may comprise both owned, leased and let out properties and undeveloped land.

A property strategy may comprise all the client's properties or individual, clearly defined properties.

### 1.1.1 Contents

The work starts by the client consultant engaging in a dialogue with the client to prepare a proposal for the structure and content of the property strategy as well as which properties and activities should be covered by the strategy.

The proposal is prepared based on the client's company goals and strategy.

Based on the agreed structure and content of the property strategy, the parties agree on which analyses to apply for preparing the property strategy.

The client consultant collects relevant information about the client's existing property portfolio as comprised by the analysis.

Depending on the nature of the properties, an analysis and assessment are prepared of the existing properties' efficiency and potential for development relative to the client's goals and expected future needs.

The property strategy may contain a localisation and/or transport analysis that assesses the location of one or more properties in relation to customers, employees, goods transport, etc.

The property strategy may include a market analysis.

The analysis may comprise a structural survey of one or more properties.

Where relevant, the analysis may include several or all existing or planned properties or premises as a whole, if it is deemed relevant to meet a need within a geographical area or another overall goal.

The property strategy may include a motivated proposal and decision basis for sale/termination, alternative use or refurbishment, extension, etc. of existing properties.

The property strategy may include a motivated proposal and decision basis for new property investments such as acquisitions, leases or newbuilds and localisation of such investments.

The property strategy must provide proposals for the organisation of the continued work in relation to specific property projects.

The property strategy must include any of the client's assumptions and sustainability goals, etc.

The property strategy may form the basis for preparing the appraisal for a specific building project.

### **1.1.2 Commissioning and operation**

The property strategy must include a description of the client's requirements for the operational assumptions of the properties.

### **1.1.3 Authorities**

The property strategy may include a section on regulatory matters, including zoning, applicable easements and restrictive covenants, etc. for existing properties, including in relation to continued or changed use, extension, etc.

The property strategy may include a section on zoning etc. in case of specific, new localisation options.

### **1.1.4 Programming**

The property strategy may include an overall time schedule for the realisation of the entire plan.

The property strategy may include a more detailed plan for the initial activities of the plan.

### **1.1.5 Cost management**

The property strategy must include a total overview of the financial consequences in the form of an overall budget for acquisition, sale, refurbishment, etc.

The property strategy must include budgets for the operating expenses of the properties, including technical operation and maintenance, utilities, cleaning and common property expenses.

The property strategy may include financing expenses/cost effectiveness, taxes, depreciations, etc.

The property strategy may include a budget for other expenses and income involved in the use of the property.

The property strategy may include an overview of any derived costs, economic calculations, etc.

The property strategy must include a risk analysis.

### **1.1.6 Quality assurance**

The client consultant makes a review of the property strategy and its basis.

### **1.1.7 Project documentation**

The property strategy is drawn up in a report that accounts for assumptions, analyses and conclusions in a clear and accessible manner.

The report must refer to relevant sources and include relevant appendices.

The report must highlight relevant information that has not been obtained at the time of reporting with a view to allowing the client to assess the importance of such information.

The report must provide proposals for further action.

### **1.1.8 Client**

The client approves the client consultant's proposal for a property strategy etc. as the basis for the work.

The client obtains relevant property information etc. about the client's existing properties, including project basis, technical information, tenancy agreements, operating budgets, etc. depending on the nature of the project.

The client participates actively in meetings, provides information about the possibilities of realising the project in terms of costs and any wishes in respect of cost effectiveness, capacity requirements, etc.

If the client involves other consultants, such involvement must be coordinated with the client consultant.

After assessing the documentation and its conclusions, the client decides whether further details are needed to supplement the documentation before initiating the appraisal for specific projects.

The client approves the property strategy before initiating the appraisal.

## **1.2 Appraisal**

The appraisal represents an initial processing of the client's thoughts, ideas and requirements with a view to deciding whether to implement the project.

### **1.2.1 Contents**

The client's idea is presented in a report. This report analyses the potential of the client's idea and assesses whether and how the idea can be implemented.

Investigations of existing conditions, including agreed archive research, are summarised in the appraisal.

The appraisal must also include relevant information about the intended building site, including details of soil conditions, pollution.

The appraisal must include an analysis and an assessment of traffic conditions, access conditions, etc. where relevant for the project.

The appraisal may include investigations of alternative proposals, including in respect of location and building options.

The appraisal must include an overall description of the client's requirements and wishes for the building project.

The appraisal must include an analysis of needs and functions, including e.g. an analysis of accessibility conditions.

The appraisal must include an account of any expectations the client may have towards the sustainability and energy requirements of the building project.

The appraisal must include an account of any special requirements the client may have for health and safety during construction and operation.

The appraisal must include accounts of negotiations held with relevant stakeholders.

The appraisal must include an organisational chart for the building project. A description must be given of how decisions are made, including any need for consultation and user involvement in connection with the design specification.

The appraisal must include an assessment of the need for special advisors etc. in relation to the design and construction of the building project.

### **1.2.2 Commissioning and operation**

The appraisal must include the client's special requirements and wishes for the commissioning of the building project, testing of technical systems and installations as well as operation.

### **1.2.3 Authorities**

The appraisal must include a description of zoning and regulatory requirements.

The appraisal must include an overall assessment of public utilities.

The appraisal must include proposals for consideration of regulatory matters, including zoning.

### **1.2.4 Programming**

The appraisal must include a timeframe for the completion of the project, including particularly critical milestones going forward such as milestones for commitment to site acquisition, financing, etc.

### **1.2.5 Cost management**

The appraisal must include proposals for the overall budget for project implementation, including an estimate of site acquisition costs, construction costs, client deliverables, costs, unforeseen costs, etc.

The budget must include a description of the budget assumptions and definition, price basis and uncertainties.

The appraisal must include an overall operating budget for the technical operation and maintenance of the building project.

The appraisal must include an account of the client's expectations towards the implementation of operational and whole-life cycle cost considerations, and documentation of this in connection with the realisation of the project.

The appraisal must include a preliminary risk analysis focusing on quality, regulatory matters, programming, cost management, etc. The client consultant must obtain information for such analysis from the client, relevant authorities, etc.

### **1.2.6 Quality assurance**

The client consultant reviews the appraisal and its basis.

### **1.2.7 Project documentation**

The appraisal comprises a report with relevant illustrations and appendices.

The appraisal must include existing drawings detailing the location and size of the site, as well as particulars of its nature, site development, plot ratios, easements and restrictive covenants, zoning, etc.

The appraisal must also include existing relevant drawings detailing existing sites and buildings.

If no drawings are available, the client may charge the client consultant with recording, measuring, plotting and digitising any existing open spaces, sites and buildings.

In connection with conversion tasks, the appraisal must include preliminary surveys for use in programme work, including an account of the use of the buildings, the environmental conditions of the area, the combination of materials used in the buildings and a structural survey relative to the intended use.

The project documentation comprises:

- overall report
- appendices on site, facilities, buildings, etc.
- preliminary survey of any existing buildings included
- overall budget

- review report.

### **1.2.8 Client**

The client obtains existing drawings, property details, etc.

The client provides information about the possibilities of realising the project in terms of costs and any wishes in respect of cost effectiveness.

The client participates in necessary meetings, including with a view to commenting on and confirming the basic assumptions for the appraisal and the building project.

After assessing the documentation and its conclusions, the client decides whether further details are needed to supplement the documentation or whether it may form the basis for preparing a design specification.

If the client involves other consultants, such involvement must be coordinated with the client consultant.

If the design specification is to form the basis for tendering, the client must decide on the type of tendering procedure and allocation of contracts.

The client approves the appraisal before initiating the design specification.



### **1.3 Technical financing analyses**

Subject to separate agreement with the client, the technical financing analysis may comprise an analysis of the financial realisability or profitability of the project.

The technical financing analysis is also called a feasibility study or business case.

The technical financing analysis is based on an appraisal for a specific project.

Subject to agreement with the client, the technical financing analysis may comprise an assessment of one or more alternative financing and operating forms, including ownership, tenancy, PPP or PPP light or 'total procurement' which resembles PPP, but where ownership stays with the client who will be using the building.

#### **1.3.1 Contents**

The work is initiated by the client consultant preparing a proposal for the purpose, scope and content of the financing analysis in dialogue with the client.

Based on the client's appraisal, the client consultant collects other relevant information as basis for the analysis.

If the analysis addresses the financial realisability or profitability of the project, the client consultant will, in cooperation with the client, prepare a description of the technical and operational assumptions of the project, including staff etc., expected number of visitors, sales volumes, etc. depending on the nature of the project.

If, for instance, the use pattern during the day or year is relevant, this must be included in the analysis.

If the analysis also involves an assessment of alternative financing and operating forms such as tenancy, PPP and PPP light, the analysis must account for the expected technical and operational consequences.

The analysis must provide proposals for the organisation and tendering procedure of the continued work.

The analyses must also include a description of the consequences for the client's own organisation during the construction and operating phases.

The analysis must include the client's assumptions and sustainability goals, etc.

#### **1.3.2 Commissioning and operation**

The technical financing analysis must include a section on the operational consequences of the selected financing and operating form(s).

#### **1.3.3 Authorities**

The technical financing analysis must include a section on regulatory matters, including zoning and other necessary permissions for the construction and operation of the project.

### **1.3.4 Programming**

The technical financing analysis must include relevant main time schedules for the result of the analysis and any alternatives.

### **1.3.5 Cost management**

The technical financing analysis must include a budget for the overall income and expenses of the project during the determined operating period.

The budget must be based on assessed sales targets, volumes, visitor numbers or other relevant indicators of the project capacity.

Income and expenses must be accrued, and income must be indexed, and expenses must be assessed.

The technical financing analysis must include financing expenses/cost effectiveness, taxes, depreciations, etc.

The technical financing analysis may include scenarios for varying incomes or expenses to illustrate the sensitivity of the project in terms of costs.

The technical financing analysis may include an overview of any derived costs, economic calculations, etc.

The technical financing analysis must include a risk analysis.

### **1.3.6 Quality assurance**

The client consultant reviews the technical financing analysis and its basis.

### **1.3.7 Project documentation**

The technical financing analysis is placed in a report that accounts for assumptions, analyses and conclusions in a clear and accessible manner.

The report must refer to relevant sources and include relevant appendices.

The report must highlight relevant information that has not been obtained at the time of reporting with a view to allowing the client to assess the importance of such information.

The report must provide proposals for further action.

### **1.3.8 Client**

The client provides an approved appraisal for the project and obtains other relevant information regarding the construction and operation of the project, including sales goals, volumes, visitor numbers or other relevant indicators of the project capacity.

The client participates actively in meetings, provides information about the possibilities of realising the project in terms of costs and any wishes in respect of cost effectiveness, capacity requirements, etc.

If the client involves other consultants, such involvement must be coordinated with the client consultant.

After assessing the documentation and its conclusions, the client decides whether further details are needed to supplement the documentation before initiating the design specification for the project.

The client approves the technical financing analysis before commissioning of the design specification.

The client considers the project organisation and the tendering procedure.

## **1.4 Design specification**

The design specification is a coordinated summary of the client's requirements and wishes for the building project as well as the design and construction of the building project.

The level of detail of the design specification is adapted to the size, complexity and organisation of the building project.

### **1.4.1 Contents**

The design specification is prepared on the basis of the approved appraisal, which lists the necessary conditions for the further development of the project.

The design specification must contain a description of requirements and wishes for the architecture, function and construction method of the building project.

The design specification must include a description of the physical requirements for open spaces, structures, installations and surface quality as well as the sustainability objectives to be met.

The design specification must include a statement of the basic assumptions of the building project, i.e. geotechnical, environmental, topographical and climatic conditions, archaeology, area conditions, legal matters as well as special regulatory requirements, existing public utilities, operation and maintenance, etc.

The client consultant informs the client of the client's responsibilities in relation to health and safety legislation, including requirements for health and safety coordinators during design and construction, respectively.

The design specification must state any special requirements for health and safety and health and safety coordination during design, construction and operation.

The design specification must state any special requirements for accessibility in addition to those contained in the Danish Building Regulations and other legislation.

The design specification must state any special requirements for thermal, atmospheric, sound and acoustics as well as optical indoor climate in addition to those contained in the Danish Building Regulations and other legislation.

The design specification must state any special energy requirements and specify any related assumptions.

The design specification must state any special sustainability requirements, and specific goals must be defined, including any certification requirements.

The analysis of needs and functions of the appraisal is updated.

If the building project consists of various room types, room descriptions may be prepared in schematic form or as a requirements model that enumerates the net floor area of the rooms, furnishing needs, needs for technical installations, etc.

The design specification must include an overall assessment of the operational conditions.

The design specification must determine the type of tendering procedure and allocation of contracts, including contract for separate works, combined contract, main contract or lead contract.

The design specification must include an organisational chart as well as procedures for communication and cooperation between the parties involved in the building project.

The design specification must determine the scope of meeting activities with external parties, including the consultant's participation in client meetings, user meetings, etc.

The design specification must include the client's requirements for the design and construction of the building project.

The design specification must determine the extent to which tendering processes should be made as functional tendering.

The design specification must include a specification of any requirements the client may have for digital design and the delivery of digital project and operational data. This is stated in an ICT specification.

In connection with digital design, any requirements for the use of a common digital communication platform for exchange and sharing of project documentation are defined.

The design specification must include a proposal for a decision plan for project decisions and approvals, which the designers must incorporate in the service plan and obtain from the client.

The client consultant may in cooperation with the client handle user involvement etc. and the design specification must consider the client's expectations for user involvement during design and construction and the related services of the designers.

The design specification must specify any special requirements for quality assuring the design and construction.

The design specification must include the client's requirements in respect of the scope of construction management and site supervision, including the extent to which the consultant must be present on the building site or be on call.

#### **1.4.2 Commissioning and operation**

The design specification must include the client's special requirements for preliminary inspection, commissioning, delivery and initial operation.

The design specification must include the client's special requirements for the operating and maintenance manual for the building project, including requirements for the use of digital tools and specific digital programs in connection with operation and maintenance.

The design specification must include any requirements for assistance to be provided by the consultant in preparing the operating, inspection and maintenance plan for the building project, see the requirements of the Danish Building Regulations.

### **1.4.3 Authorities**

The design specification must include information about overall regulatory requirements, including zoning and easements and restrictive covenants as well as title plans, levelling survey, environmental matters, public utility and sewer connections. Particulars of site use, traffic and road conditions and accessibility conditions must also be specified in the design specification.

On the basis of the above and the building project in question, the design specification must specify the expected zoning process and building application processing, and the utility companies relevant for the building project must also be stated.

### **1.4.4 Programming**

The design specification includes a main time schedule that sets out the timeframe for preparing proposal, design and construction, including milestones for the parties' contract negotiations, milestone for presentation of the consultant's service plan, the phases of the design, regulatory processing, milestones for the client's approval, the tendering phase, contract negotiations with contractor(s), project conference, subsequent consultant design and contractor design, mobilisation and construction as well as for commissioning and testing of technical facilities, preliminary inspection, delivery, etc.

### **1.4.5 Cost management**

The design specification must include the overall budget for the building project.

The budget is usually prepared on the basis of estimated square-metre and cubic-metre prices. If the building project consists of different building units, these will be assessed individually.

Available funds are set aside for contingencies, building site costs and winter measures likely to occur during construction.

The budget must contain information about the price index used and the expected price adjustments.

The budget must specify the financial framework, comprising budget items, which the consultant is responsible for budgeting and maintaining.

The budget must also outline any other budget items included in the overall budget and which are budgeted and maintained by the client.

The budget must include a description of the budget assumptions and definition.

The design specification must include an overall operating budget for the technical operation and maintenance of the building project.

The design specification must include an account of the client's requirements for the implementation of operational and whole-life cycle cost considerations, and documentation of this in connection with the realisation of the project.

The design specification must include a risk analysis focusing on quality, regulatory matters, programming, cost management, etc., and must assess

the need for and the scope of risk management activities during the design and construction phases.

As part of the risk analysis, the client consultant must make a critical review of the overall budget and its assumptions and discuss this with the client. In this connection, the client consultant and the client must ensure that the overall budget, including the financial framework, is adequately described to form the basis for the further design, and that the financial framework is realistically defined in relation to the building project to be handled by the design consultants.

#### **1.4.6 Quality assurance**

The client consultant must make a review, i.e. a coherent and systematic review of the design specification and its basis to ensure that requirements for the quality of the building project (architecture, function, construction method) are adequately described to form the basis for drawing up a proposal.

The review must also comprise the requirements of the design specification for the planning, design, construction, regulatory processing and time schedule of the building project.

The client consultant must review the building project costs to ensure that the budget prepared reflects the requirements and wishes of the design specification.

The design specification is updated after the quality assurance is complete.

#### **1.4.7 Project documentation**

The design specification is usually made in an actual programme that describes the client's requirements and wishes for the quality (architecture, function and construction method) of the building project.

The design specification is accompanied by relevant appendices.

Depending on the nature of the project, preliminary designs of rooms may also be prepared indicating functional principles and diagrams that describe e.g. area sizes, functional relationships and proximity criteria, etc.

The gross and net area of the building project is calculated, and any area requirements are defined.

Drawings are usually not prepared, but relevant drawings of the building site and any existing buildings and facilities must be included.

The design specification also comprises separate documents etc. that determine the client's requirements for the planning, tendering, design and construction of the building project as well as relevant appendices.

The client consultant's review of the design specification and its basis are appended.

Documentation of the client's requirements and wishes for the building project, including related conditions, thus comprises a design specification with appendices, including:

- preliminary studies

- information and relevant drawings regarding the site and existing buildings and facilities
- information about regulatory matters and public utilities.

Documentation of the client's requirements for design and construction also comprises a project-specific description of services with appendices, including:

- organisational description and chart for the design and construction of the building project
- definition and specification of services on the basis of the description of services
- determination of building parts/contracts for which functional tendering may be carried out
- ICT specification in case of a requirement for digital design and delivery
- description of required approval process for authorities and utility companies
- any requirements for user involvement etc.
- decision plan for client decisions
- main time schedule
- overall budget for the building project and the financial framework
- operating budget for technical operation and maintenance
- risk analysis
- any requirements for quality assurance

Review of the overall project documentation.

#### **1.4.8 Client**

The client assigns the approved appraisal to the client consultant as the basis for preparing the design specification.

The client participates in the design specification phase, including the initiation of functional analyses, analyses of needs for space, clarification of budget frameworks, etc.

Unless otherwise agreed, the client will convene, preside over and take minutes of client meetings.

The client appoints any representatives and defines their responsibilities.

Based on the client consultant's recommendation, the client must, prior to the preparation of proposal and project, confirm:

- that an approved design specification has been prepared
- the quality level of buildings is determined with consideration to their intended purpose
- programme requirements are consistent with construction and operating finances
- that a description has been prepared of the assumptions and risks related to the design specification, the overall budget for the building project and the financial framework
- that a risk analysis has been prepared and that it is adequate in respect of the design specification, the building project and the overall costs
- that consultant services that clearly defines the consultancy services are described



- that any requirements for classification, digital communication, digital design, digital tendering and digital delivery of project and operational data are specified in an ICT specification
- that a detailed main time schedule has been prepared and that reasonable time is provided for the design for tendering, the tendering process, design for construction, regulatory processing, construction as well as commissioning and delivery.

The client must decide the extent to which its tasks in pursuance of health and safety regulations may be assigned to a third party, including the provision of health and safety coordination, during design and construction, respectively.

The client approves the design specification and related appendices as a basis for initiating the preparation of proposal and design.

## 2. CLIENT CONSULTANCY IN CONNECTION WITH CONTRACTS FOR SEPARATE WORKS, COMBINED OR MAIN CONTRACTS

In connection with building projects undertaken as part of a contract for separate works, combined or main contract, the client's consultants (architect and engineer) are in charge of the design, undertakes tendering and construction management and site supervision until the delivery of the building project and the 1-year inspection.

The client consultant undertakes establishment of the basis for consultancy agreements, including design specification.

If, besides design specification, the tender procedure is subject to an outline proposal, the client consultant undertakes the preparation of such proposal. For services rendered in connection with the outline proposal, reference is made to 'Description of Services for Building and Landscape'.

The client consultant also undertakes the tendering of the consultancy service, including assistance in choosing form of competitive procedure, assistance in evaluating tenders, negotiation and conclusion of contract.

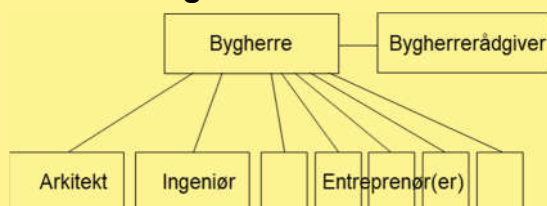
The client consultant undertakes follow-up on behalf of the client via the design and construction phases.

The client consultant facilitates the cooperation between the client and the consultant within its contract.

The client is responsible for meeting its obligations as client and in accordance with the contracts concluded. The client consultant assists the client in this respect to the agreed extent.

The client consultant's services are provided in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts and the Danish Act on Invitation to Submit Tenders or EU directives.

### Contract organisation



### 2.1 Initial consultancy

The client consultant's services may comprise:

- Property strategy
- Appraisal
- Technical financing analyses
- Design specification

see chapter 1 of the description of services to this effect and adapted to the nature, scope and expected organisation of the current project.

The design specification with appendices must constitute an adequate basis corresponding to the chosen form of competitive procedure and as basis for a design agreement.

The design specification with appendices must set out any of the client's requirements for ICT services during design and construction as well as requirements for digital delivery.

As part of the service, the client consultant must prepare a service plan for its own and the client's services.

## **2.2 Choice of consultants**

Client consultancy in connection with tendering and conclusion of agreement may comprise the following:

2.2.1 Choice of form of competitive procedure

2.2.2 Prequalification

2.2.3 Tendering procedure

2.2.4 Evaluation

2.2.5 Negotiation

2.2.6 Conclusion of agreement

2.2.7 Quality assurance

The client consultant's project documentation is described in section:

2.2.8 Project documentation

The client's services are described in section:

2.2.9 Client

Tendering and conclusion of agreement are conducted in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts or EU directives.

### **2.2.1 Choice of form of competitive procedure**

Before the client decides on the form of competitive procedure, the client consultant will guide the client in the most expedient form to solve the specific project, e.g.:

- design contest
- consultant procedure.

The client consultant guides the client about whether the competitive procedure should be open or with a limited number of participants and about the conditions for conducting the competitive procedure.

### **2.2.2 Prequalification**

The client consultant undertakes prequalification, including preparation of proposals for selection criteria, draft contract notice, review of applications, preparation of recommendation and issuing of notice for applicants about the prequalification.

### **2.2.3 Tendering procedure**

The client consultant prepares the tender documents, including design specification and other tender and agreement basis adapted to the project so as to provide clarity about services and terms.

If the consultant's task involves budgeting, the client consultant ensures that the client's budget and budget assumptions for the financial framework are determined and included in the tender documents together with the risk analysis of the design specification.

The client consultant ensures that procedures for communication and cooperation between the parties of the building project are described in the tender documents.

Depending on the form of competitive procedure, the tender documents must provide guidelines for adaptation and any completion of the design specification based on the outcome of the competitive procedure.

The client consultant prepares proposals for the composition of any evaluation committee.

The client consultant undertakes the tender procedure, including issuing of tender documents, answering of questions and issuing of any amendment sheets.

The client consultant receives tenders.

### **2.2.4 Evaluation**

The client consultant evaluates tenders for consulting services and prepares a recommendation.

Where an evaluation committee has been established, the client consultant undertakes the secretary function and serves as consultant.

The client consultant notifies the tenderers of the outcome of the evaluation and undertakes any publication.

### **2.2.5 Negotiation**

In cooperation with the client, the client consultant carries out negotiations, including determination of procedure, undertaking of negotiation and preparation of recommendation regarding the negotiation outcome.

### **2.2.6 Conclusion of agreement**

The client consultant prepares a draft agreement and assists with the conclusion of the agreement.

### **2.2.7 Quality assurance**

The client consultant quality assures its services in connection with the choice of consultants.

### **2.2.8 Project documentation**

Basis for undertaking prequalification and recommendations to the client in this respect.

Basis for undertaking invitation to tender and recommendations to the client in this respect.

Documentation for the evaluation and recommendations to the client in this respect.

Documentation for completed negotiations and recommendations to the client in this respect.

Draft agreement and recommendations to the client in this respect.

Updated service plan for the client consultant's and the client's services.

### **2.2.9 Client**

The client approves the client consultant's service plan for the client consultant's and the client's services.

The client approves the client consultant's recommendations regarding prequalification, tendering, evaluation, negotiation and conclusion of agreement.

The client appoints an evaluation committee, if relevant.

The client takes out any necessary insurance.

## **2.3 Design**

This section outlines the client consultant's services during the design phase.

### **2.3.1 Contents**

The client consultant's services during the design phase are provided based on project material prepared by the design consultants in accordance with the consultancy agreement.

The client consultant ensures that procedures for communication and cooperation between the parties of the building project are determined during the design phase.

The client consultant presides over and prepares minutes of client meetings.

The client consultant initiates and follows-up in connection with any consultants being hired by the client.

The client consultant reviews the prepared project material and assesses whether the scope and quality of the project material are in accordance with the agreement and ensures that the plan for project decisions and approvals is followed.

The client consultant ensures that the health and safety coordinator (D) for the design phase is appointed and that documentation for the required competences can be approved.

The client consultant prepares comments for the project and any related recommendations, including about amendment proposals and proposals for choice of materials, structures and installations, etc.

The client consultant reviews the tender design and assesses whether the tender design corresponds to the client's requirements and wishes and may form the basis of managing the execution of the building project.

### **2.3.2 Commissioning and operation**

The client consultant ensures that the health and safety plan is prepared and that a file for occupational health and safety in relation to operation and maintenance is prepared.

The client consultant assesses proposals for operating and maintenance manual as well as proposals for operating, inspection and maintenance plan for the building project.

The client consultant assesses proposals for plan for commissioning and assignment to the client's operating organisation.

Based on the consultant's recommendation, the client consultant will assess whether any requirements the client may have regarding the commissioning and operation of the building project have been incorporated into the tender documents.

### **2.3.3 Authorities**

The client consultant ensures that any advance dialogue takes place and that any necessary applications for exemptions are approved by the client and submitted.

For building projects in structural class 4 or fire safety class 4, the client consultant assists the client in connection with its agreement with an independent certified statics engineer and/or certified fire consultant, see the requirements of the Danish Building Regulations.

The client consultant ensures that application for building permit is submitted and that the project is adapted to take account of any comments in the building permit.

### **2.3.4 Programming**

The client consultant assists the client in connection with its cooperation with the consultant about the preparation of a service plan.

The client consultant assesses whether the consultant's service plan and tender programme are prepared in accordance with the main time schedule and checks that the service plan is followed.

The client consultant updates the service plan for the tenant consultant's and the client's services.

### **2.3.5 Cost management**

The client consultant checks that the insurance agreed is taken out.

Before the design commences, the client consultant will receive an updated budget for the financial framework as well as an updated risk analysis from the design manager and participates in the design manager's review of these with the client.

In this connection, the client consultant must contribute to ensuring that the budget, budget assumptions and risk analysis have been clarified between the parties.

The client consultant assesses each update of the budget for the financial framework and update of risk analysis and makes recommendations to this effect to the client.

The client consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming, cost management and fees and coordinates with the design manager and makes recommendations to this effect to the client.

The client consultant assesses any other requirements for the client regarding the design phase and makes recommendations to this effect to the client.

Based on the consultant's updated risk analysis, the client consultant prepares a supplementary risk analysis regarding matters outside the consultant's area of responsibility and makes recommendations to this effect to the client.

The risk analysis is updated in all design phases.

Based on the budget for the financial framework, the client consultant updates the overall budget, incl. the client's other expenses, which is delimited subject to agreement with the client. The overall budget is updated in all design phases.

After receipt of tenders, the client consultant updates the overall budget based on a recommendation from the design manager and prepares an overall recommendation that compares the most recently approved budget with the tender results.

Based on the recommendation from the design manager, the client consultant verifies the design manager's construction accounts and verifies other on-account requests and expenses during the design phase.

The client consultant prepares monthly reports to the client regarding the financial progress of the building project and makes arrangements for the client's approval of transactions during the design phase.

The client consultant may prepare and update a cashflow budget.

### **2.3.6 Quality assurance**

The client consultant quality assures its services.

The client consultant assesses whether the designers' quality plan for quality assurance during the design phase is in accordance with the agreement.

The client consultant undertakes spot checks of whether the designers provide the agreed quality assurance during the design phase.

The client consultant performs an overall project review of whether the scope and quality of the project are in accordance with the requirements of the design specification and other agreements.

The client consultant ensures that cooperation between suppliers and contractors in connection with co-design and supplier design has been described.

The client consultant assesses the designers' proposals for tender quality control plans and supervision plans.

The client consultant prepares a supervision plan for its own overall supervision.

### **2.3.7 Project documentation**

The client consultant must as part of the proposal and design phases prepare or update:

- client meeting minutes
- recommendations to the client about proposals regarding the project, programming, cost management or fees, including about any instructions to the consultant
- overview of required and agreed changes etc.
- service plan for the client consultant's and the client's services.

As basis for the client's assessment and decision on the conclusion of each phase, the client consultant must forward:

- project comments on the consultant's project documentation for the phase, including project, authority status, time schedules, budget for the financial framework, risk analysis and documentation for the consultant's project review

- where digital design has been agreed, an assessment of whether the project documentation meets the phase requirements of the ICT specification
- risk analysis that supplements the consultant's risk analysis, including regarding matters outside the consultant's area of responsibility
- updated budget for the client's overall expenses
- recommendation to the client about whether the documentation of the phase can be approved, including motivation for any reservations or rejections.

### **2.3.8 Client**

The client takes out any necessary insurance.

Based on the recommendation from the client consultant, the client approves the project in its individual phases, including any project changes.

The client approves the service plan as updated by the client consultant.

Based on the recommendation from the client consultant, the client approves risk analyses as updated by the consultant and the client consultant, respectively.

The client approves the overall budget as updated by the client consultant.

The client approves and pays verified invoices regarding the design phase.

## **2.4 Choice of contractor(s)**

Choice of contractor(s) involves services in connection with any prequalification, tendering, evaluation, recommendation, negotiation and conclusion of agreement by the design consultants, as the design consultants undertake services in accordance with the consultancy agreement and 'Description of Services for Building and Landscape'.

### **2.4.1 Contents**

The client consultant ensures that the design consultants undertake the above services in accordance with the consultant agreement.

Subject to agreement with the client, the client consultant may provide general guidelines for choice of contractors, including proposals for award criteria.

Based on recommendations from the consultant, the client consultant makes its recommendation to the client regarding any prequalification, tendering, evaluation, recommendation, negotiation and conclusion of agreement.

Based on recommendations from consultant, the client consultant makes its recommendation to the client regarding any alternatives and options and regarding handling of any identified errors and defects in the invitation to tender and the tender.

Where agreed, the client consultant participates in any negotiations with chosen tenderers for the individual contracts.

The client consultant participates in the final contract negotiations with the contractors who are expected to be awarded the individual contracts.

### **2.4.2 Commissioning and operation**

Based on the consultant's recommendation, the client consultant will assess whether any requirements the client may have regarding the commissioning and operation of the building project are included in the relevant tenders.



### **2.4.3 Authorities**

Based on the recommendation from the consultant, the client consultant assesses whether the regulatory requirements have been observed in invitations to tender and relevant tenders.

### **2.4.4 Programming**

Based on the recommendation from the consultant, the client consultant assesses whether the consultant's service plan is updated and whether the tender programme is adequate as basis for the tendering phase, preparation of the construction project, including project conference meetings and for the construction and delivery. The client consultant also assesses whether the time schedules are in accordance with the agreed main time schedule.

The client consultant updates the service plan for the tenant consultant's and the client's services.

### **2.4.5 Cost management**

Based on the recommendation from the consultant, the client consultant assesses whether the financial framework has been observed based on relevant tenders received and any negotiations.

The client consultant updates the client's overall budget.

### **2.4.6 Quality assurance**

The client consultant quality assures its services.

The client consultant assesses whether the consultant's quality documentation has been provided as agreed.

### **2.4.7 Project documentation**

Recommendation regarding any prequalification and regarding invitations to tender, evaluation, recommendation, negotiation and conclusion of agreement.

Recommendation regarding any alternatives and options and regarding handling of any identified errors or defects in the project or tender.

In connection with the final conclusion of agreement with contractors, the client consultant makes recommendations to the client regarding the overall budget.

Service plan for the client consultant's and the client's services.

### **2.4.8 Client**

The client approves the above recommendations.

The client takes out any necessary insurance.

## **2.5 Construction phase**

Besides monitoring the construction of the planned building project, the client consultant's services during the construction phase also include supervision that services provided in connection with construction management, site supervision and project follow-up are carried out in accordance with the consultancy agreement and 'Description of Services for Building and Landscape'.

Follow-up in connection with preparation and approval of the construction project.

### **2.5.1 Contents**

The client consultant ensures that procedures for communication and cooperation between the parties of the building project are determined.

The client consultant initiates and follows-up in connection with any consultants being hired by the client.

The client consultant presides over and prepares minutes of client meetings.

The client consultant participates and assists the client in project conference meetings.

If the client has assigned this to the client consultant, the client consultant will convene project conference meetings and preside over and take minutes of such meetings.

Based on the recommendation from the consultant, the client consultant makes an assessment and recommendation to the client regarding any consequences of the project conference and ensures that the project etc. is updated to a final construction project and that any addenda are concluded.

The client consultant undertakes overall supervision in accordance with an approved plan for its supervision.

The client consultant ensures that the health and safety coordinator (C) for the construction phase is appointed and that documentation for the required competences can be approved.

The client consultant ensures that the health and safety plan is completed and updated, that the file for occupational health and safety in relation to operation and maintenance is updated and that safety meetings are convened.

Based on the recommendation from the consultant, the client consultant makes an assessment and recommendation regarding presented material samples, including any proposal to change the material selected, structures or installations during construction.

The client consultant coordinates any of the client's works and deliveries to the building project to the extent that they have not been assigned to the consultant.

### **2.5.2 Commissioning and operation**

No separate activities.

### **2.5.3 Authorities**

The client consultant monitors that regulatory requirements are observed during construction.

### **2.5.4 Programming**

The client consultant assesses whether the detailed time schedule for the construction is prepared in accordance with the main time schedule and checks that the main time schedule is followed.

The client consultant updates the service plan for the tenant consultant's and the client's services.

### **2.5.5 Cost management**

The client consultant checks that the insurance agreed is taken out.

The client consultant ensures that agreed performance bonds are provided in a timely manner.

Before construction commences, the client consultant will receive an updated budget for the financial framework and an updated risk analysis from the construction manager.

The client consultant assesses each update of the budget for the financial framework and update of risk analysis and makes recommendations to this effect to the client.

The client consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming, cost management and fees and coordinates with the construction manager and makes recommendations to this effect to the client.

The client consultant assesses any other requirements for the client during construction and makes recommendations to this effect to the client.

Based on the construction manager's updated risk analysis, the client consultant prepares a supplementary risk analysis regarding matters outside the consultant's area of responsibility and makes recommendations to this effect to the client.

The risk analysis is updated quarterly.

Based on the budget for the financial framework, the client consultant updates the overall budget, incl. the client's other expenses, which is delimited subject to agreement with the client. The overall budget is updated quarterly.

Based on the recommendation from the construction manager, the client consultant verifies the construction manager's construction accounts and verifies other on-account requests and expenses during the construction phase.

The client consultant prepares monthly reports to the client regarding the financial progress of the building project and makes arrangements for the client's approval of transactions during the construction phase.

The client consultant may update a cashflow budget.

### **2.5.6 Quality assurance**

The client consultant quality assures its services.

The client consultant assesses whether the consultant's quality assurance in connection with project conference meetings and construction project is in accordance with the agreement.

The client consultant assesses whether the consultant's plan for construction management and supervision plan are in accordance with the agreement.

The client consultant makes spot checks to see whether the supervision plans are observed.

The client consultant assesses on a spot-check basis whether quality documentation has been provided as agreed.

### **2.5.7 Project documentation**

As part of the construction phase, the client consultant must prepare or update:

- supervision plan for overall supervision

- client meeting minutes
- recommendations to the client about proposals regarding the project, programming, cost management or fees, including as a result of project conference meetings
- overview of requested and agreed changes etc. including recommendation to the client regarding any penalty or other compensation.
- risk analysis that supplements the consultant's risk analysis, including regarding matters outside the consultant's area of responsibility
- updated budget for the client's overall expenses
- service plan for the client consultant's and the client's services.

### **2.5.8 Client**

The client approves the client consultant's service plan and supervision plan.

The client approves recommendations from the client consultant regarding construction, including any project changes.

Based on the recommendation from the client consultant, the client approves risk analyses as updated by the consultant and the client consultant.

The client pays any credit vouchers presented by the client consultant.

Well in advance of delivery, the client will appoint its operations officer with a view to planning and ensuring commissioning.

## **2.6 Delivery**

The client consultant's services in connection with delivery comprise supervision that services in connection with preliminary inspection, inspection for defects and delivery, as well as follow-up of such delivery during the 1-year period, are provided in accordance with the consultancy agreement and 'Description of Services for Building and Landscape'.

### **2.6.1 Contents**

Services related to preliminary inspection and delivery, including 1-year inspection are undertaken by the construction manager, site supervision and project follow-up in accordance with the consultancy agreement and 'Description of Services for Building and Landscape'. The client consultant ensures that the construction manager and site supervision undertake the above services.

The client consultant participates in the preliminary inspection.

The client consultant participates in delivery meetings.

The client consultant prepares messages for the consultant regarding defects identified by the client during the rectification period and ensures that such defects are rectified – possibly in connection with the 1-year inspection.

The client consultant participates in the 1-year inspection.

### **2.6.2 Commissioning and operation**

The client consultant assists the client in planning and commissioning the building project.

The client consultant monitors that regulation and testing of technical installations are carried out.

The client consultant assesses project material 'as built'.

The client consultant assesses the operating and maintenance manual, operating, inspection and maintenance plan as well as proposals for service agreements.

The client consultant monitors that 'as-built' documentation as well as the operating and maintenance manual and the operating, inspection and maintenance plan are handed over to the client.

The client consultant monitors that the plan for commissioning and assignment to the operating organisation is observed.

### **2.6.3 Authorities**

The client consultant ensures that a statement of completion is submitted and that the operating permit, etc. is obtained.

### **2.6.4 Programming**

In connection with the preliminary inspection, the client consultant assesses the detailed time schedule for the remaining works, inspection for defects and delivery.

The client consultant monitors that the main time schedule is followed in terms of the initial operation of the building project.

The client consultant updates the service plan for the tenant consultant's and the client's services.

### **2.6.5 Cost management**

The client consultant assesses the final construction accounts for the financial framework.

The client consultant updates the construction accounts for the client's overall budget and budget for any outstanding costs.

Based on the recommendation from the consultant, the client consultant makes recommendations regarding write-down of performance bonds.

The construction accounts for the client's overall budget are updated in final following the 1-year inspection.

### **2.6.6 Quality assurance**

The client consultant quality assures its services.

The client consultant assesses on a spot-check basis whether quality documentation has been provided as agreed.

### **2.6.7 Project documentation**

Recommendations based on documentation and recommendation from the consultant regarding the delivery phase.

Recommendations regarding construction accounts for the financial framework and construction accounts for the client's overall budget.

Service plan for the client consultant's and the client's services.

### **2.6.8 Client**

The client participates in the preliminary inspection.

The client participates in the delivery meeting and signs the delivery documents.

The client records defects identified during the rectification period and hands these over to the client consultant.

The client participates in the 1-year inspection and signs the 1-year inspection protocol.

After the 1-year inspection, the client records any defects and manages these during the 5-year liability period in respect of the parties to the building project.

Before the expiry of the 5-year liability period, the client will make an agreement on the performance of a 5-year inspection and subsequent release of performance bond.

### 3. CLIENT CONSULTANCY IN CONNECTION WITH BUILDING PROJECTS AS LEAD CONTRACT

Where tender is for a lead contract, the invitation to tender is normally carried out on the basis of a design specification, and the design consultants are hired by the lead contractor as part of the overall delivery.

The client consultant undertakes establishment of the basis for the lead contract agreements, including design specification.

If, besides design specification, the tender procedure is subject to an outline proposal, the client consultant undertakes the preparation of such proposal. For services rendered in connection with the outline proposal, reference is made to 'Description of Services for Building and Landscape'.

The client consultant also undertakes the invitation to tender for lead contract and provides assistance with the evaluation of the tender, negotiation and conclusion of agreement.

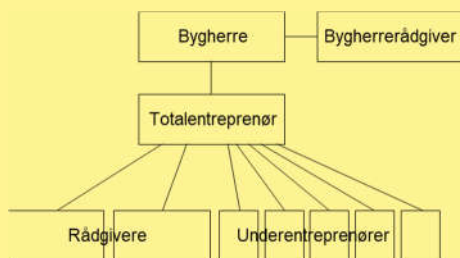
The client consultant undertakes follow-up on behalf of the client via the design and construction phases.

The client consultant facilitates the cooperation between the client and the contractor within its contract.

The client is responsible for meeting its obligations as client and in accordance with the contracts concluded. The client consultant assists the client in this respect to the agreed extent.

The client consultant's services are provided in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts and the Danish Act on Invitation to Submit Tenders or EU directives.

#### Contract organisation



#### 3.1 Initial consultancy

The client consultant's services may comprise:

- Property strategy
- Appraisal
- Technical financing analyses
- Design specification

see chapter 1 of the description of services to this effect and adapted to the nature, scope and expected organisation of the current project.

The design specification with appendices must constitute a comprehensive basis for the tendering of the lead contract and for the conclusion of a lead contract agreement on design and construction.

The design specification with appendices must determine the phases of the design, including whether the design phases, see 'Description of Services for Building and Landscape', must be followed and whether the lead contractor should prepare other project documentation to be approved by the client.

The design specification with appendices must set out any of the client's requirements for ICT services during design and construction as well as requirements for digital delivery.

As part of the service, the client consultant must prepare a service plan for its and the client's services.

## **3.2 Choice of lead contractor**

Client consultancy in connection with invitation to tender and conclusion of agreement may comprise:

3.2.1 Prequalification

3.2.2 Tendering procedure

3.2.3 Evaluation

3.2.4 Negotiation

3.2.5 Conclusion of agreement

3.2.6 Quality assurance

The client consultant's project documentation is described in section:

3.2.7 Project documentation

The client's services are described in section:

3.2.8 Client

The tendering procedure and conclusion of agreement are conducted in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts and the Danish Act on Invitation to Submit Tenders or EU directives.

### **3.2.1 Prequalification**

The client consultant undertakes prequalification, including preparation of proposals for selection criteria, draft contract notice, review of applications, preparation of recommendation and issuing of notice for applicants about the prequalification.

### **3.2.2 Tendering procedure**

The client consultant prepares the tender documents, including design specification and other tender and agreement basis adapted to the project so as to provide clarity about services and terms.

The client consultant ensures that procedures for communication and cooperation between the parties of the building project are described in the tender documents.

Depending on the form of competitive procedure, the tender documents must provide guidelines for adaptation and any completion of the design specification based on the outcome of the competitive procedure.



The client consultant prepares proposals for the composition of any evaluation committee.

The client consultant undertakes the tender procedure, including issuing of tender documents, answering of questions and issuing of any amendment sheets.

The client consultant receives tenders.

### **3.2.3 Evaluation**

The client consultant evaluates tenders for lead contracts and prepares a recommendation.

Where an evaluation committee has been established, the client consultant undertakes the secretary function and serves as consultant.

The client consultant notifies the tenderers of the outcome of the evaluation and undertakes any publication.

### **3.2.4 Negotiation**

In cooperation with the client, the client consultant carries out negotiations, including determination of procedure, undertaking of negotiation and preparation of recommendation regarding the negotiation outcome.

### **3.2.5 Conclusion of agreement**

The client consultant prepares a draft agreement and assists with the conclusion of the agreement.

### **3.2.6 Quality assurance**

The client consultant quality assures its services in connection with the selection of lead contractor.

### **3.2.7 Project documentation**

Basis for undertaking prequalification and recommendations to the client in this respect.

Basis for undertaking invitation to tender and recommendations to the client in this respect.

Documentation for the evaluation and recommendations to the client in this respect.

Documentation for completed negotiations and recommendations to the client in this respect.

Draft agreement and recommendations to the client in this respect.

Updated service plan for the client consultant's and the client's services.

### **3.2.8 Client**

The client approves the client consultant's service plan for the client consultant's and the client's services.

The client approves the client consultant's recommendations regarding prequalification, tendering, evaluation, negotiation and conclusion of agreement.

The client appoints an evaluation committee, if relevant.

The client takes out any necessary insurance.

### **3.3 Design**

This section outlines the client consultant's services during the design phase.

#### **3.3.1 Contents**

The client consultant convenes a tender and project conference meeting and presides over and prepares minutes of the meeting.

The client consultant makes an assessment and recommendation to the client regarding any consequences of the tender and project conference and ensures that any addenda are concluded and that the project etc. is updated as agreed.

The client consultant's services during the design phase are provided based on project material prepared by the lead contractor in accordance with the lead contract agreement.

The client consultant ensures that procedures for communication and cooperation between the parties of the building project are determined during the design phase.

The client consultant presides over and prepares minutes of client meetings.

The client consultant initiates and follows-up in connection with any consultants being hired by the client.

The client consultant reviews the prepared project material and assesses whether the scope and quality of the project material are in accordance with the agreement and ensures that the plan for project decisions and approvals is followed.

The client consultant ensures that the health and safety coordinator (D) for the design phase is appointed and that documentation for the required competences can be approved.

The client consultant prepares comments for the projects and any related recommendations, including about amendment proposals and proposals for choice of materials, structures, installations, etc.

#### **3.3.2 Commissioning and operation**

The client consultant ensures that the health and safety plan is prepared and that a file for occupational health and safety in relation to operation and maintenance is prepared.

The client consultant assesses proposals for an operating and maintenance guide and plan for commissioning and assignment the operating organisation.

#### **3.3.3 Authorities**

The client consultant ensures that any advance dialogue takes place and that any necessary applications for exemptions are approved by the client and submitted.

For building projects in structural class 4 or fire safety class 4, the client consultant assists the client in connection with its agreement with an independent certified statics engineer and/or certified fire consultant, see the requirements of the Danish Building Regulations.

The client consultant ensures that application for building permit is submitted and that the project is adapted to take account of any comments in the building permit.

### **3.3.4 Programming**

The client consultant assesses whether the design and construction schedule is prepared in accordance with the main time schedule and checks that the time schedule is followed.

The client consultant updates the service plan for the tenant consultant's and the client's services.

### **3.3.5 Cost management**

The client consultant checks that the insurance agreed is taken out.

The client consultant checks that agreed performance bonds are provided in a timely manner.

Based on the lead contract agreement, the client consultant prepares the overall budget, incl. the client's other expenses, which is delimited subject to agreement with the client. The budget is updated quarterly.

The client consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming and cost management and coordinates with the lead contractor and makes recommendations to this effect to the client.

The client consultant assesses any other requirements for the client regarding the design phase and makes recommendations to this effect to the client.

The client consultant prepares a risk analysis focusing on quality, regulatory matters, programming, cost management, etc. and makes recommendations to this effect to the client.

The risk analysis is updated in all design phases.

The client consultant keeps construction accounts and verifies on-account bills and invoices for expenses during the design phase.

The client consultant prepares monthly reports to the client regarding the financial progress of the building project and makes arrangements for the client's approval of transactions during the design phase.

The client consultant may prepare and update a cashflow budget.

### **3.3.6 Quality assurance**

The client consultant quality assures its services.

The client consultant assesses whether the lead contractor's quality plan for quality assurance during the design phase is in accordance with the agreement.

The client consultant undertakes spot checks of whether the lead contractor provides the agreed quality assurance during the design phase.

The client consultant performs an overall project review of whether the scope and quality of the project are in accordance with the requirements of the design specification and other agreements.

The client consultant assesses the lead contractor's proposal for inspection plans and supervision plans.

The client consultant prepares a supervision plan for its own overall supervision.

### **3.3.7 Project documentation**

The client consultant must as part of the proposal and design phases prepare or update:

- client meeting minutes
- recommendations to the client about proposals regarding the project, programming or cost management, including about any instructions to the lead contractor
- overview of required and agreed changes etc.
- service plan for the client consultant's and the client's services.

As basis for the client's assessment and decision on the conclusion of each phase, the client consultant must forward:

- project comments on the lead contractor's project documentation for the phase, including project, authority status, time schedules, budget for the lead contract, risk analysis and documentation for the lead contractor's project review
- where digital design has been agreed, an assessment of whether the project documentation meets the phase requirements of the ICT specification
- risk analysis that supplements the lead contractor's risk analysis, including regarding matters outside the lead contractor's area of responsibility
- updated budget for the client's overall expenses
- recommendation to the client about whether the documentation of the phase can be approved, including motivation for any reservations or rejections.

### **3.3.8 Client**

The client takes out any necessary insurance.

Based on the recommendation from the client consultant, the client approves the project in its individual phases, including any project changes.

The client approves the service plan as updated by the client consultant.

Based on the recommendation from the client consultant, the client approves risk analyses as updated by the client consultant.

The client approves the overall budget as updated by the client consultant.

The client approves and pays verified invoices regarding the design phase.

## **3.4 Construction phase**

Besides monitoring the construction of the planned building project, the client consultant's services during the construction phase also include supervision that agreed services provided in connection with site supervision and project follow-up are carried out in accordance with the lead contract agreement.

### **3.4.1 Contents**

The client consultant ensures that procedures for communication and cooperation between the parties of the building project are determined.

The client consultant initiates and follows-up in connection with any consultants being hired by the client.

The client consultant presides over and prepares minutes of client meetings.

The client consultant undertakes overall supervision in accordance with an approved plan for its supervision.

The client consultant ensures that the health and safety coordinator (C) for the construction phase is appointed and that documentation for the required competences can be approved.

The client consultant ensures that the health and safety plan is completed and updated, that the file for occupational health and safety in relation to operation and maintenance is updated and that safety meetings are convened.

The client consultant makes an assessment and recommendation regarding presented material samples, including proposal to change the material selected, structures or installations during construction.

The client consultant coordinates any of the client's works and deliveries to the building project to the extent that they have not been assigned to the lead contractor.

### **3.4.2 Commissioning and operation**

No separate activities.

### **3.4.3 Authorities**

The client consultant monitors that regulatory requirements are observed during construction.

### **3.4.4 Programming**

The client consultant assesses whether the design and construction schedule is prepared in accordance with the main time schedule and checks that the main time schedule is followed.

The client consultant updates the service plan for its own and the client's services.

### **3.4.5 Cost management**

Prior to construction, the client consultant updates the overall budget for the lead contract.

The client consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming, cost management and fees and coordinates with the lead contractor and makes recommendations to this effect to the client.

The client consultant assesses any other requirements for the client during construction and makes recommendations to this effect to the client.

The client consultant prepares a risk analysis and makes recommendations to this effect to the client.

The risk analysis is updated quarterly.

Based on the budget for the lead contract, the client consultant prepares the overall budget, incl. the client's other expenses, which is delimited subject to agreement with the client. The overall budget is updated quarterly.

The client consultant verifies the lead contractor's on-account bills and verifies other bills for expenses during the construction.

The client consultant keeps construction accounts for the lead contract and updates such accounts on a monthly basis.

The client consultant prepares monthly reports to the client regarding the financial progress of the building project and makes arrangements for the client's approval of transactions during the construction phase.

The client consultant may update a cashflow budget.

### **3.4.6 Quality assurance**

The client consultant quality assures its services.

The client consultant assesses whether the lead contractor's quality management system for the construction is in accordance with the agreement.

The client consultant makes spot checks to see whether the supervision plans and inspection plans are observed.

The client consultant assesses whether the quality documentation has been provided as agreed.

### **3.4.7 Project documentation**

As part of the construction phase, the client consultant must prepare or update:

- supervision plan for overall supervision
- client meeting minutes
- recommendations to the client about proposals regarding the project, programming or cost management, including as a result of tender and project conference meetings
- overview of required and agreed changes etc.
- risk analysis regarding the lead contract, including matters outside the lead contractor's area of responsibility
- updated budget for the client's overall expenses
- service plan for the client consultant's and the client's services.

### **3.4.8 Client**

The client approves the client consultant's service plan and supervision plan.

The client approves recommendations from the client consultant regarding construction, including any project changes.

the client approves the client consultant's risk analyses.

The client pays any credit vouchers presented by the client consultant.

Well in advance of delivery, the client will appoint its operations officer with a view to planning and ensuring commissioning.

## **3.5 Delivery**

The client consultant's services in connection with delivery comprise services in connection with preliminary inspection, inspection for defects and delivery, as well as follow-up of such delivery during the 1-year period.

### **3.5.1 Contents**

The client consultant participates in the preliminary inspection.

After the lead contractor's rectification of defects and statement of completion, the client consultant prepares defects lists, undertakes delivery meeting and checks the rectification of defects.

The client consultant prepares messages for the lead contractor regarding defects identified by the client during the rectification period and ensures that such defects are rectified – possibly in connection with the 1-year inspection.

The client consultant prepares defects lists in connection with the 1-year inspection, undertakes the actual inspection and checks the rectification of defects.

### **3.5.2 Commissioning and operation**

The client consultant assists the client in planning and commissioning the building project.

The client consultant monitors that regulation and testing of technical installations are carried out.

The client consultant assesses project material 'as built'.

The client consultant assesses the operating and maintenance manual, operating, inspection and maintenance plan as well as proposals for service agreements.

The client consultant monitors that 'as-built' documentation as well as the operating and maintenance manual and the operating, inspection and maintenance plan are handed over to the client.

The client consultant monitors that the plan for commissioning and assignment to the operating organisation is observed.

### **3.5.3 Authorities**

The client consultant ensures that a statement of completion is submitted and that the operating permit, etc. is obtained.

### **3.5.4 Programming**

In connection with the preliminary inspection, the client consultant assesses the project and work schedule for the remaining works, inspection for defects and delivery.

The client consultant monitors that the main time schedule is followed in terms of the initial operation of the building project.

The client consultant updates the service plan for its own and the client's services.

### **3.5.5 Cost management**

The client consultant prepares final construction accounts for the lead contract.

The client consultant updates the construction accounts for the client's overall budget and budget for any outstanding costs.

The client consultant makes recommendations regarding write-down of performance bonds.

The construction accounts for the client's overall budget are updated in final following the 1-year inspection.

### **3.5.6 Quality assurance**

The client consultant quality assures its services.

The client consultant assesses whether the quality documentation has been provided as agreed.

### **3.5.7 Project documentation**

Assessments and recommendations based on documentation prepared by the lead contractor regarding the delivery phase.

Defects lists and delivery protocol in connection with delivery and 1-year inspection.

Service plan for the client consultant's and the client's services.

### **3.5.8 Client**

The client participates in the delivery meeting and signs the delivery documents.

The client records defects identified during the rectification period and hands these over to the client consultant.

The client participates in the 1-year inspection and signs the 1-year inspection protocol.

After the 1-year inspection, the client records any defects and manages these during the 5-year liability period in respect of the parties to the building project.

Before the expiry of the 5-year liability period, the client will make an agreement on the performance of a 5-year inspection and subsequent release of performance bond.



## 4. TENANT CONSULTANCY

This chapter concerns a tenant's use of tenant consultants in assessing the tenant's need for premises, alternative localisation options, the tenancy agreement (except for legal matters, including tenancy legislation) and when conducting follow-up during the layout and fitting out of the premises.

The tenant consultant's services focus on the layout and fitting out of the premises and matters relating to the operation of the premises.

It is assumed that the tenant consultant prepares an appraisal and design specification as basis for the negotiations with the landlord about a given premises.

The landlord is then assumed to prepare a project for the layout and fitting out of the premises to be approved by the tenant, and the landlord undertakes the layout and fitting out works.

The landlord undertakes client responsibility during design and construction.

The tenant undertakes design and procurement etc. of the tenant's own layout and fitting out works. The tenant consultant undertakes coordination of this with the landlord. Coordination of the tenant's layout and fitting out works during the construction may be undertaken by the landlord.

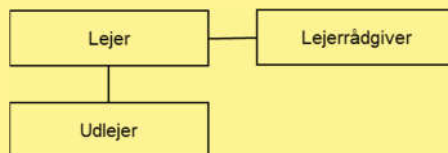
In other cases, the services of the tenant consultant may be more extensive and include more of the design, construction management and supervision of the layout and fitting out works. In this case, reference is made to chapter 2 or 3 and/or 'Description of Services for Building and Landscape'.

The tenant consultant facilitates the cooperation between the tenant and the landlord within its contract.

The tenant is responsible for meeting its obligations as tenant and in accordance with the contracts concluded. The tenant consultant assists the tenant in this respect to the agreed extent.

The tenant consultant's services are provided in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts and the Danish Act on Invitation to Submit Tenders or EU directives.

### Contract organisation



### 4.1 Initial consultancy

The tenant consultant's services may comprise:

- Property strategy
- Appraisal
- Technical financing analyses

- Design specification

see chapter 1 of the description of services to this effect and adapted to the nature, scope and expected organisation of the current project.

The design specification with appendices must constitute a comprehensive basis for negotiation and conclusion of tenancy agreement and for design and carrying out of the layout and fitting out of the premises.

The design specification must consider the layout and fitting out works to be undertaken by the tenant, including responsibility for design, purchasing and construction as well as coordination with the landlord's layout and fitting out works.

The design specification with appendices must determine the phases of the design, including whether the design phases, see 'Description of Services for Building and Landscape', must be followed and whether the landlord should prepare other project documentation to be approved by the tenant.

The design specification with appendices must set out any of the tenant's requirements for ICT services during design and construction as well as requirements for digital delivery.

As part of the service, the tenant consultant must prepare a service plan for its own and the tenant's services.

## **4.2 Choice of premises**

The tenant consultant assists in assessing the technical aspects in connection with negotiation and conclusion of tenancy agreement based on the approved design specification and draft tenancy agreement prepared by the landlord.

### **4.2.1 Contents**

The tenant consultant assesses temporary plans for layout and fitting out and description of premises prepared by the landlord based on the design specification.

The tenant consultant ensures that plans for layout and fitting out and description of premises are adjusted in dialogue with the landlord and tenant.

The tenant consultant ensures that any layout and fitting out works to be undertaken by the tenant are determined and delimited in respect of the landlord's services.

The tenant consultant assesses the premises relative to the tenant's needs and prepares a recommendation to this effect.

### **4.2.2 Commissioning and operation**

The tenant consultant assesses whether the premises comply with the tenant's requirements for commissioning and operation.

### **4.2.3 Authorities**

The tenant consultant assesses the outcome of the landlord's advance dialogue with the authorities regarding the premises, including whether the premises can be fitted out and used as assumed.

### **4.2.4 Programming**

The tenant consultant assesses the time schedule for the layout and fitting out of the premises and the tenant's occupancy.

#### **4.2.5 Cost management**

The tenant consultant prepares an overall budget for expenses payable by the tenant in connection with the establishment of the premises, which is to be delimited subject to agreement with the tenant.

The tenant consultant may make an assessment of the operating expenses of the premises.

The tenant consultant may prepare an estimate of the costs of the vacationing of the premises, including primarily renovation etc.

#### **4.2.6 Quality assurance**

The tenant consultant quality assures its services in connection with the choice of premises.

#### **4.2.7 Project documentation**

Updated layout and fitting out plans and description of premises.

Description of the tenant's layout and fitting out works.

Assessment of the layout and fitting out of the premises compared with the requirements of the design specification and any recommendations to this effect to the tenant.

Budget for expenses payable by the tenant in connection with the establishment of the premises and recommendations to this effect.

Updated service plan for the tenant consultant's and the tenant's services.

#### **4.2.8 The tenant**

The tenant approves the tenant consultant's service plan for the services to be provided by the tenant consultant and the tenant.

The tenant approves layout and fitting out plans and description of premises, including description of the tenant's layout and fitting out works.

The tenant negotiates with the landlord about the tenancy agreement.

The tenant undertakes the contractual review of the draft tenancy agreement.

The client takes out any necessary insurance.

### **4.3 Design**

This section outlines the tenant consultant's services during the design phase.

It is assumed that the design of the layout and fitting out of the premises is undertaken by the landlord's consultants.

It is further assumed that the tenant's layout and fitting out works are designed by the tenant.

If the project is to be undertaken in full or in part by the tenant consultant, reference is made to 'Description of Services for Building and Landscape'.

#### **4.3.1 Contents**

The tenant consultant's services during the design phase are provided based on project material prepared by the tenant's design consultants.

The tenant consultant may prepare furnishing plans and similar detailed layout and fitting out plans.

The tenant consultant ensures that procedures for communication and cooperation between the parties of the building project are determined during the design phase.

The tenant consultant presides over and prepares minutes of the tenant's meetings with the landlord.

The tenant consultant initiates and follows-up in connection with any consultants being hired by the tenant.

The tenant consultant reviews the prepared project material and assesses whether the scope and quality of the project material are in accordance with the agreement and ensures that the plan for project decisions and approvals is followed.

The tenant consultant oversees that the tenant designs layout and fitting out works to be carried out by the tenant. The tenant consultant coordinates such layout and fitting out works with the landlord, unless such coordination has been assigned to the landlord.

To the extent the tenant initiates works that trigger requirements for coordination of occupational health and safety, the tenant consultant ensures that a health and safety coordinator (D) for the design phase is appointed.

The tenant consultant prepares comments for the projects and any related recommendations, including amendment proposals, proposals for choice of materials, structures, installations, etc.

#### **4.3.2 Commissioning and operation**

The tenant consultant ensures that a file for occupational health and safety in relation to operation and maintenance of the premises is prepared.

The tenant consultant assesses proposals for operating and maintenance manual as well as proposals for operating, inspection and maintenance plan for the premises.

The tenant consultant assesses proposals for plan for commissioning and assignment to the tenant's operating organisation.

#### **4.3.3 Authorities**

The tenant consultant ensures that application for building permit is submitted and that the project is adapted to take account of any comments in the building permit.

For building projects in structural class 4 or fire safety class 4, the tenant consultant ensures that the landlord has entered into an agreement with an independent certified statics engineer and/or certified fire consultant, see the requirements of the Danish Building Regulations.

#### **4.3.4 Programming**

The tenant consultant assesses whether the main time schedule is observed.

The tenant consultant updates the service plan for its own and the tenant's services.

#### **4.3.5 Cost management**

The tenant consultant checks that the insurance agreed is taken out.

The tenant consultant updates the overall budget for expenses payable by the tenant in connection with the establishment of the premises. The budget is updated quarterly.

The tenant consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming and cost management, and coordinates with the landlord and makes recommendations to this effect to the tenant.

The tenant consultant assesses any other requirements for the tenant regarding the design phase and makes recommendations to this effect to the tenant.

The tenant consultant prepares a risk analysis focusing on quality, regulatory matters, programming, cost management, etc. and makes recommendations to this effect to the tenant.

The risk analysis is updated in all design phases.

The tenant consultant keeps construction accounts and verifies on-account bills and invoices for expenses during the design phase payable by the tenant.

The tenant consultant prepares monthly reports to the tenant regarding the financial progress of the building project and makes arrangements for the tenant's approval of transactions during the design phase.

The tenant consultant may prepare and update a cashflow budget.

#### **4.3.6 Quality assurance**

The tenant consultant quality assures its services.

The tenant consultant assesses whether quality assurance during the design phase takes place as agreed.

The tenant consultant performs an overall project review of whether the scope and quality of the project are in accordance with the requirements of the design specification and other agreements.

The tenant consultant prepares a supervision plan for its own overall supervision.

#### **4.3.7 Project documentation**

The tenant consultant must as part of the proposal and design phases prepare or update:

- tenant meeting minutes
- recommendations to the tenant about proposals regarding the project, programming or cost management, including about any instructions to the landlord
- overview of required and agreed changes etc.
- service plan for the tenant consultant's and the tenant's services.

As basis for the tenant's assessment and decision on the conclusion of each phase, the tenant consultant must forward:

- project comments on the landlord's project documentation for the phase, including project, authority status, time schedules, budget for the layout and fitting out of the premises and any consequences for the rent, risk analysis and documentation of the landlord's project review
- project comments on the tenant's project documentation for the phase
- where digital design has been agreed, an assessment of whether the project documentation meets the phase requirements of the ICT specification

- risk analysis that supplements the landlord's risk analysis, including regarding matters outside the landlord's area of responsibility
- budget for the tenant's overall expenses of establishing the premises
- reports on financial progression of the building project
- recommendation to the tenant about whether the documentation of the phase can be approved, including motivation for any reservations or rejections.

#### **4.3.8 The tenant**

The tenant takes out any necessary insurance.

The tenant ensures that the project for the tenant's layout and fitting out works is prepared.

Based on the recommendation from the tenant consultant, the tenant approves the project in its individual phases, including any project changes.

The tenant approves the service plan prepared by the tenant consultant.

Based on the recommendation of the tenant consultant, the tenant approves risk analyses as updated by the tenant consultant.

The tenant approves the overall budget for the establishment of the premises as updated by the tenant consultant.

The tenant pays any credit vouchers regarding the design phase presented by the tenant consultant.

### **4.4 Construction phase**

The tenant consultant monitors that construction is undertaken in accordance with the tenancy agreement.

The tenant consultant monitors that the tenant's layout and fitting out works are undertaken in accordance with the tenancy agreement.

#### **4.4.1 Contents**

The tenant consultant ensures that procedures for communication and cooperation between the parties of the building project are determined.

The tenant consultant initiates and follows-up in connection with any consultants being hired by the tenant.

The tenant consultant presides over and prepares minutes of the tenant's meetings with the landlord, users, etc.

The tenant consultant undertakes overall supervision in accordance with an approved plan for its supervision.

To the extent the tenant initiates works that trigger requirements for coordination of occupational health and safety, the tenant consultant ensures that a health and safety coordinator (C) for the construction phase is appointed.

The tenant consultant makes an assessment and recommendation regarding presented material samples, including any proposal to change the material selected, structures or installations during construction.

The tenant consultant coordinates any of the tenant's works and deliveries to the premises to the extent that they have not been assigned to the landlord.

#### **4.4.2 Commissioning and operation**

The tenant consultant ensures that the file for occupational health and safety in relation to operation and maintenance of the premises is updated.

#### **4.4.3 Authorities**

The tenant consultant monitors that regulatory requirements are observed during construction.

#### **4.4.4 Programming**

The tenant consultant checks whether the main time schedule is observed.

The tenant consultant updates the service plan for its own and the tenant's services.

#### **4.4.5 Cost management**

Before construction is initiated, the tenant consultant updates the overall budget for expenses payable by the tenant in connection with the establishment of the premises. The budget is updated quarterly.

The tenant consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming, cost management and fees. The tenant consultant coordinates with the landlord and makes recommendations to this effect to the tenant.

The tenant consultant assesses any other requirements for the tenant during construction and makes recommendations to this effect to the tenant.

The tenant consultant prepares a risk analysis and makes recommendations to this effect to the tenant.

The risk analysis is updated quarterly.

The tenant consultant keeps construction accounts and verifies on-account bills and invoices during the construction phase for expenses payable by the tenant.

The tenant consultant prepares monthly reports to the tenant regarding the financial progress of the building project and makes arrangements for the tenant's approval of transactions during the construction phase.

The tenant consultant may prepare a cashflow budget.

#### **4.4.6 Quality assurance**

The tenant consultant quality assures its services.

The tenant consultant assesses whether quality assurance during the construction phase takes place as agreed.

#### **4.4.7 Project documentation**

As part of the construction phase, the tenant consultant must prepare or update:

- supervision plan for the tenant consultant's overall supervision
- tenant meeting minutes
- recommendations to the tenant about proposals related to the project, programming or cost management
- overview of required and agreed changes etc.
- budget for the tenant's overall expenses regarding the layout and fitting out of the premises

- risk analysis
- reports on financial progression of the building project
- service plan for the tenant consultant's and the tenant's services.

#### **4.4.8 The tenant**

The tenant approves the tenant consultant's service plan and supervision plan.

The tenant approves recommendations from the tenant consultant regarding construction, including any project changes.

The tenant approves the tenant consultant's risk analyses.

The tenant pays any credit vouchers regarding the construction presented by the tenant consultant.

Well in advance of the assignment of the premises, the tenant will appoint its operations officer with a view to planning and ensuring commissioning of the premises.

### **4.5 Delivery**

The tenant consultant's services in connection with delivery comprise services in connection with the inspection for defects and delivery of the premises, as well as follow-up of such delivery during the 1-year period.

#### **4.5.1 Contents**

The tenant consultant prepares defects lists on assignment of the premises, undertakes the assignment and checks the rectification of defects.

The tenant consultant prepares notices regarding defects identified by the tenant in connection with occupancy and ensures that such defects are rectified.

#### **4.5.2 Commissioning and operation**

The tenant consultant assists the tenant in planning and commissioning the premises.

The tenant consultant monitors that regulation and testing of technical installations are carried out.

The tenant consultant assesses project material 'as built' for the premises.

The tenant consultant assesses the operating and maintenance manual, operating, inspection and maintenance plan as well as proposals for service agreements for the premises.

The tenant consultant monitors that 'as-built' documentation as well as the operating and maintenance manual and the operating, inspection and maintenance plan are handed over to the tenant.

The tenant consultant monitors that the plan for commissioning and assignment of the premises to the tenant's operating organisation is observed.

#### **4.5.3 Authorities**

The tenant consultant ensures that a statement of completion is submitted and that the occupancy permission etc. is obtained.



#### **4.5.4 Programming**

The tenant consultant monitors that the main time schedule is followed in terms of the occupancy of the premises.

The tenant consultant updates the service plan for its own and the tenant's services.

#### **4.5.5 Cost management**

The tenant consultant prepares final construction accounts for expenses payable by the tenant in connection with the establishment of the premises.

#### **4.5.6 Quality assurance**

The tenant consultant quality assures its services.

#### **4.5.7 Project documentation**

Defects lists and delivery protocol in connection with the assignment and occupancy of the premises.

Service plan for the tenant consultant's and the tenant's services.

#### **4.5.8 The tenant**

The tenant participates in the assignment and signs the assignment documents.

After the occupancy of the premises, the tenant undertakes a registration of any defects and a dialogue to this effect with the landlord.

## 5. INVESTOR CONSULTANCY

This chapter concerns a property investor's use of an investment consultant in connection with a professional assessment of offers to buy a property project from a project developer, assessment of the contract of sale (except for legal matters, including tenancy legislation) and follow-up during project realisation.

The process described assumes that the contract of sale is concluded before the construction of the property and that the investor takes possession of the property in connection with the occupancy of the property.

The project developer undertakes client responsibility during design and construction.

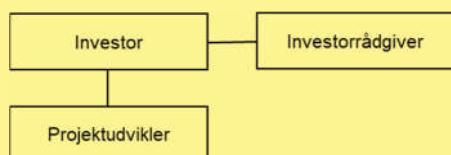
Services will be adjusted depending on whether consultancy services are provided to the investor in connection with a completed building project or a building project under construction.

The investor consultant facilitates cooperation between the investor and the project developer within its contract.

The investor is responsible for meeting its obligations as investor and in accordance with the agreements concluded. The investor consultant assists the investor in this respect to the extent agreed.

The investor consultant's services are provided in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts and the Danish Act on Invitation to Submit Tenders or EU directives.

### Contract organisation



### 5.1 Initial consultancy

The investor consultant's services may comprise:

- Property strategy
- Appraisal
- Technical financing analyses
- Design specification

see chapter 1 of the description of services to this effect and adapted to the nature, scope and expected organisation of the current project.

The design specification with appendices must include the investor's overall or specific requirements for the property investment as basis for negotiation or conclusion of a contract of sale and for design and construction.

The design specification with appendices must determine the phases of the design, including whether the design phases, see 'Description of Services for

Building and Landscape', must be followed and whether the project developer should prepare other project documentation to be approved by the investor.

The design specification with appendices must set out any of the investor's requirements for ICT services during design and construction as well as requirements for digital delivery.

As part of the service, the investor consultant must prepare a service plan for its own and the investor's services.

## **5.2 Project assessment**

The investor consultant prepares an overall assessment of the tendered project, including:

- flexibility and reusability
- project quality
- regulatory matters
- programming aspects
- price and profitability (possibly in cooperation with external consultants)
- the project developer's references.

The project assessment must include an evaluation of whether the terms offered/agreed with tenants (except for legal matters) are appropriate.

The investor consultant prepares any supplementary programming requirements in cooperation with the investor.

The investor undertakes the contractual review of the agreement terms etc.

## **5.3 Conclusion of agreement**

The investor consultant assists in assessing the technical aspects in connection with negotiation and conclusion of contract of sale based on the project assessment and draft contract of sale.

### **5.3.1 Quality assurance**

The investor consultant quality assures its services in connection with conclusion of the agreement.

### **5.3.2 Project documentation**

Project assessment and recommendations to the client in this respect.

Updated service plan for the investor consultant's and the investor's services.

### **5.3.3 The investor**

The investor approves the investor consultant's service plan for the investor consultant's and investor's services.

The investor negotiates the contract of sale with the project developer based on i.a. the investor consultant's recommendation.

The investor undertakes the contractual review of the draft contract of sale and any tenancy agreements.

The investor takes out any necessary insurance.

## **5.4 Design**

This section outlines the investor consultant's services during the design phase.

### **5.4.1 Contents**

The investor consultant's services during the design phase are provided based on project material prepared by the project developer's consultants.

The investor consultant ensures that procedures for communication and co-operation between the parties of the building project are determined during the design phase.

The investor consultant presides over and prepares minutes of the investor's meetings with the project developer.

The investor consultant initiates and follows-up in connection with any consultants being hired by the investor.

The investor consultant reviews the prepared project material and assesses whether the project is in accordance with the concluded contract of sale and tenancy agreements and ensures that the plan for project decisions and approvals is followed.

The investor consultant ensures that a health and safety coordinator (D) for the design phase is appointed.

The investor consultant ensures that a health and safety plan is prepared.

The investor consultant prepares comments for the projects and any related recommendations, including amendment proposals, proposals for choice of materials, structures, installations, etc.

### **5.4.2 Commissioning and operation**

The investor consultant ensures that a file for occupational health and safety in relation to operation and maintenance is prepared.

The investor consultant assesses proposals for operating and maintenance manual as well as proposals for operating, inspection and maintenance plan for the building project.

The investor consultant assesses proposals for plan for commissioning and assignment to the investor's operating organisation.

### **5.4.3 Authorities**

The investor consultant ensures that application for building permit is submitted and that the project is adapted to take account of any comments in the building permit.

For building projects in structural class 4 or fire safety class 4, the investor consultant ensures that the investor has entered into an agreement with an independent certified statics engineer and/or certified fire consultant, see the requirements of the Danish Building Regulations.

### **5.4.4 Programming**

The investor consultant assesses whether the main time schedule is observed.

The investor consultant updates the service plan for its own and the investor's services.

### **5.4.5 Cost management**

The investor consultant checks that the insurance agreed is taken out.

The investor consultant checks that agreed performance bonds are provided in a timely manner.

Based on the contract of sale and any tenancy agreements, the investor consultant prepares the overall budget for expenses payable by the investor, which is to be delimited subject to agreement with the investor. The budget is updated quarterly.

The investor consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming and cost management, and coordinates with the project developer and makes recommendations to this effect to the investor.

The investor consultant assesses any other requirements for the investor regarding the design phase and makes recommendations to this effect to the investor.

The investor consultant prepares a risk analysis and makes recommendations to this effect to the investor.

The risk analysis is updated in all design phases.

The investor consultant keeps construction accounts and verifies on-account bills and invoices for expenses during the design phase payable by the investor.

The investor consultant prepares monthly reports to the investor regarding the financial progress of the building project and makes arrangements for the investor's approval of transactions during the design phase.

The investor consultant may prepare and update a cashflow budget.

### **5.4.6 Quality assurance**

The investor consultant quality assures its services.

The investor consultant assesses whether quality assurance during the design phase takes place as agreed.

The investor consultant performs an overall project review of whether the scope and quality of the project are in accordance with the requirements of the design specification and other agreements.

The investor consultant prepares a supervision plan for its own overall supervision.

### **5.4.7 Project documentation**

The investor consultant must as part of the proposal and design phases prepare or update:

- minutes of investor meetings
- recommendations to the investor about proposals regarding the project, programming or cost management, including about any instructions to the project developer
- overview of required and agreed changes etc.
- reports on financial progression of the building project
- service plan for the investor consultant's and the investor's services.

As basis for the investor's assessment and decision on the conclusion of each phase, the investor consultant must forward:

- project comments on the project developer's project documentation for the phase, including project, authority status, time schedules, budget for the property, risk analysis and documentation for the project developer's project review
- where digital design has been agreed, an assessment of whether the project documentation meets the phase requirements of the ICT specification
- risk analysis that supplements the project developer's risk analysis, including regarding matters outside the project developer's area of responsibility
- updated budget for the investor's overall expenses
- recommendation to the investor about whether the documentation of the phase can be approved, including motivation for any reservations or rejections.

#### **5.4.8 The investor**

The investor takes out any necessary insurance.

Based on the recommendation from the investor consultant, the investor approves the project in its individual phases, including any project changes.

The investor approves the service plan prepared by the investor consultant.

Based on the recommendation from the investor consultant, the investor approves risk analyses as updated by the investor consultant.

The investor approves the overall budget as updated by the investor consultant.

The investor approves and pays signed invoices regarding the design phase.

### **5.5 Construction phase**

The investor consultant monitors that construction is undertaken in accordance with the contract of sale.

#### **5.5.1 Contents**

The investor consultant ensures that procedures for communication and cooperation between the parties of the building project are determined.

The investor consultant initiates and follows-up in connection with any consultants being hired by the investor.

The investor consultant presides over and prepares minutes of the investor's meetings with the project developer, users, etc.

The investor consultant undertakes overall supervision in accordance with an approved plan for its supervision.

The investor consultant ensures that a health and safety coordinator (C) for the construction phase is appointed.

The investor consultant makes an assessment and recommendation regarding presented material samples, including any proposal to change the material selected, structures or installations during construction.

#### **5.5.2 Commissioning and operation**

The investor consultant ensures that a file for occupational health and safety in relation to operation and maintenance is updated.

The investor consultant ensures that the operating and maintenance manual as well as operating, inspection and maintenance plan for the building project are updated.

The investor consultant monitors that plan for commissioning and assignment to the investor's operating organisation is observed.

### **5.5.3 Authorities**

No separate activities.

### **5.5.4 Programming**

The investor consultant assesses whether the main time schedule is observed.

The investor consultant updates the service plan for its own and the investor's services.

### **5.5.5 Cost management**

Before construction is initiated, the investor consultant updates the overall budget for expenses payable by the investor. The budget is updated quarterly.

The investor consultant regularly records required and agreed changes as well as any obstacles and their consequences for the project in terms of programming, cost management and fees and coordinates with the project developer and makes recommendations to this effect to the investor.

The investor consultant assesses any other requirements for the investor during the construction phase and makes recommendations to this effect to the investor.

The investor consultant prepares a risk analysis and makes recommendations to this effect to the investor.

The risk analysis is updated quarterly.

The investor consultant keeps construction accounts and verifies on-account bills and invoices during the construction phase for expenses payable by the investor.

The investor consultant prepares monthly reports to the investor regarding the financial progress of the building project and makes arrangements for the investor's approval of transactions during the construction phase.

The investor consultant may prepare a cashflow budget.

### **5.5.6 Quality assurance**

The investor consultant quality assures its services.

The investor consultant assesses whether quality assurance during the construction phase takes place as agreed.

### **5.5.7 Project documentation**

As part of the construction phase, the investor consultant must prepare or update:

- supervision plan for overall supervision
- minutes of investor meetings
- recommendations to the investor about proposals related to the project, programming or cost management
- overview of required and agreed changes etc.
- budget for the investor's expenses
- reports on financial progression of the building project
- service plan for the investor consultant's and the investor's services.

### **5.5.8 The investor**

The investor approves the investor consultant's service plan and supervision plan.

The investor approves recommendations from the investor consultant regarding construction, including any project changes.

The investor approves the investor consultant's risk analyses.

The investor pays any credit vouchers regarding the construction presented by the investor consultant.

Well in advance of delivery, the investor will appoint its operations officer with a view to planning and ensuring commissioning.

## **5.6 Delivery**

The investor client's services in connection with delivery comprise services related to the investor's taking possession of the completed building project.

### **5.6.1 Contents**

The investor consultant participates in the preliminary inspection.

The investor consultant prepares defects lists on assignment of the property, undertakes the assignment and checks the rectification of defects.

The investor consultant prepares notices regarding defects identified by the investor and the tenants in connection with occupancy and ensures that such defects are rectified.

### **5.6.2 Commissioning and operation**

The investor consultant assists the investor in planning and commissioning the property.

The investor consultant monitors that regulation and testing of technical installations are carried out.

The investor consultant assesses project material 'as built'.

The investor consultant assesses the operating and maintenance manual, operating, inspection and maintenance plan as well as proposals for service agreements.

The investor consultant monitors that 'as-built' documentation as well as the operating and maintenance manual and the operating, inspection and maintenance plan are handed over to the investor.

The investor consultant monitors that the plan for commissioning and assignment to the operating organisation is observed.

### **5.6.3 Authorities**

The investor consultant ensures that a statement of completion is submitted and that the occupancy permission etc. is obtained.

### **5.6.4 Programming**

The investor consultant monitors that the main time schedule is followed in terms of the initial operation of the building project.

The investor consultant updates the service plan for its own and the investor's services.



### **5.6.5 Cost management**

The investor consultant prepares final construction accounts for expenses payable by the investor.

### **5.6.6 Quality assurance**

The investor consultant quality assures its services.

### **5.6.7 Project documentation**

Defects lists and delivery protocol in connection with the assignment and occupancy of the property.

Final construction accounts.

Service plan for the investor consultant's and the investor's services.

### **5.6.8 The investor**

The investor participates in the assignment and signs the assignment documents.

After the assignment of the property, the investor undertakes registration of any defects and a dialogue to this effect with the project developer.

## 6. TECHNICAL CONTRACTING ENTITY CONSULTANCY – PPP

Where the tendering is for PPP, the tender procedure is normally conducted on the basis of requirements and performance requirements for the operation of the building project supplemented by a design specification, and the design consultants, contractors and operating staff, etc. are hired by the PPP company as part of the overall PPP service.

The PPP company undertakes client responsibility during design and construction.

The contracting entity consultant establishes the basis for the PPP agreement, including requirements and performance requirements for the operation of the building project, including design specification.

The contracting entity consultant also undertakes the PPP tendering and provides assistance with the evaluation of the tender, negotiation and conclusion of agreement.

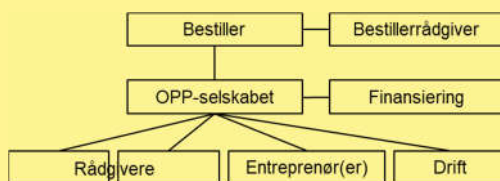
The contracting entity consultant undertakes follow-up on the behalf of the contracting entity via the design and construction phases.

The contracting entity consultant facilitates cooperation between the contracting entity and the PPP company within its contract.

The contracting entity is responsible for meeting its obligations as contracting entity and in accordance with the contracts concluded. The contracting entity consultant assists the contracting entity in this respect to the extent agreed.

The contracting entity consultant's services are provided in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts and the Danish Act on Invitation to Submit Tenders or EU directives.

### Contract organisation



### 6.1 Initial consultancy

The contracting entity consultant's services may comprise:

- Property strategy
- Appraisal
- Technical financing analyses
- Design specification

see chapter 1 of the description of services to this effect and adapted to the nature, scope and organisation as a PPP project.

The design specification with appendices must together with requirements for the operation of the building project provide a comprehensive basis for the PPP tender and for conclusion of a PPP agreement on design, construction and operation.

The design specification with appendices must set out any of the contracting entity's requirements for ICT services during design and construction as well as requirements for digital delivery.

As part of the service, the contracting entity consultant must prepare a service plan for its own and the contracting entity's services.

## **6.2 Determination of requirements and performance requirements for the operation of the building project**

In connection with the preparation of the design specification, requirements and performance requirements must be specified for the operation of the building project during the agreement period.

Content and level of detail are adapted to the nature of the PPP project.

### **6.2.1 Contents**

Requirements and performance requirements are prepared in parallel with the preparation of the design specification and are coordinated with the design specification.

The requirements may be prepared as a description that specifies the requirements for the PPP project capacity, service level, etc. and must include requirements for the maintenance standard of buildings and facilities, installations, fixed and non-fixed furniture and equipment, operating equipment, etc. comprised by the agreement.

### **6.2.2 Commissioning and operation**

The requirements must determine the allocation of responsibilities for the operation of the PPP project between the contracting entity, the users and the PPP company, including for the technical operation and for operation in relation to the purpose of the PPP project.

The requirements must also determine how costs payable in full or in part by the contracting entity or the users should be calculated.

The requirements must include penalty provisions in the event of the PPP company's failure to meet the requirements in connection with the establishment of the PPP project.

The requirements must include incentives and penalty provisions related to the operation of the PPP project.

The requirements may include sustainability goals that are assumed to be met during operation.

A statement is prepared for preliminary surveys in cooperation with any other consultants to shed light on the basic operating assumptions of the PPP project, including legal conditions, special regulatory requirements, etc.

The contracting entity consultant prepares a proposal for a plan for decisions and approvals regarding the operation of the PPP project, which the PPP company must obtain from the contracting entity.

The contracting entity consultant may, together with the contracting entity, ensure user involvement etc. and the requirements must include a description

of the contracting entity's expectations for user involvement during commissioning and operation as well as for the contracting entity consultant's and the PPP company's services in that respect.

The requirements must state any special requirements for occupational health and safety and health and safety coordination during the operation of the PPP project.

Requirements for quality assurance of the operation of the PPP project, including requirements for external monitoring or supervision of the operation of the PPP project and observance of agreed requirements, performance requirements, etc. must be included.

### **6.2.3 Authorities**

Requirements for the regulatory approval of the PPP project and any regulatory inspection in connection with commissioning and during operation must be determined in cooperation with the contracting entity.

### **6.2.4 Programming**

The operating period of the PPP project must be determined.

The commissioning and completion and any assignment to the contracting entity of the PPP project must be described.

The contracting entity's requirements for the programming routines during the calendar year, if any, must be determined.

### **6.2.5 Cost management**

An overall operating budget for the PPP project is prepared or updated.

The sub-division and content of the operating budget depends on the nature of the PPP project and may comprise the following main items that must be divided into budget for payment to the PPP company and budget for the contracting entity's own income and expenses:

- any income
- financing
- technical operation and maintenance of buildings and structures, installations, fixed and non-fixed furniture and equipment, operating equipment, etc.
- utilities, including electricity, water, heating, etc.
- operation corresponding to the purpose of the PPP project
- other costs
- VAT

Taxable implications are included where relevant.

The operating budget must be accrued and comprise the entire agreement period of the PPP project, and special expenses and income at the start and end of the PPP period must be stated.

The operating budget must be indexed, and the selected price index must be specified and motivated.

A risk analysis outlining special risk-related matters in relation to the establishment and operation of the PPP project must be prepared.

### **6.2.6 Quality assurance**

In connection with the review of the design specification, the contracting entity consultant will undertake a review of requirements and performance requirements as well as the basis of such requirements to ensure that requirements for the operation of the PPP project as well as cost management and programming are adequately described to form a basis for a tender and agreement.

### **6.2.7 Project documentation**

Requirements and performance requirements are collected in a document with relevant appendices that together with the design specification and other agreement documents may form the basis for a tender and agreement about the PPP project.

Risk analysis.

### **6.2.8 The contracting entity**

The contracting entity assists in initiating the preparation of requirements and performance requirements for the operation of the building project during the agreement period. The contracting entity appoints any user representatives and defines their responsibilities.

The contracting entity must consider any assignment of the contracting entity's tasks, see the health and safety legislation.

The contracting entity approves requirements and performance requirements for obtaining tenders and agreement.

## **6.3 Choice of PPP company**

Contracting entity consultancy in connection with invitation to tender and conclusion of agreement may comprise:

6.3.1 Prequalification

6.3.2 Tendering procedure

6.3.3 Evaluation

6.3.4 Negotiation

6.3.5 Conclusion of agreement

6.3.6 Quality assurance

The contracting entity consultant's project documentation is described in section:

6.3.7 Project documentation

The contracting entity's services are described in section:

6.3.8 The contracting entity

The tendering procedure and conclusion of agreement are conducted in accordance with relevant legislation, including the Danish Act on Tendering Procedures for Work Contracts and the Danish Act on Invitation to Submit Tenders or EU directives.

### **6.3.1 Prequalification**

The contracting entity consultant undertakes prequalification, including preparation of proposals for selection criteria, draft contract notice, review of applications, preparation of recommendation and issuing of notice for applicants about the prequalification.

### **6.3.2 Tendering procedure**

The contracting entity consultant prepares the tender documents, including design specification, requirements and performance requirements and other tender and agreement basis adapted to the project so as to provide clarity about services and terms.

The competitive procedure must comprise proposals for how cooperation between the parties of the building project, including any proposals for incentives that contribute to achieving the contracting entity's goals for the building project.

The contracting entity consultant prepares proposals for the composition of any evaluation committee.

The contracting entity consultant undertakes the tender procedure, including issuing of tender documents, answering of questions and issuing any amendment sheets.

The contracting entity consultant receives tenders.

### **6.3.3 Evaluation**

The contracting entity consultant evaluates PPP tenders and prepares a recommendation.

Where an evaluation committee has been established, the contracting entity consultant undertakes the secretary function and serves as consultant.

The contracting entity consultant notifies the tenderers of the outcome of the evaluation and undertakes any publication.

### **6.3.4 Negotiation**

In cooperation with the contracting entity, the contracting entity consultant carries out negotiations, including determination of procedure, undertaking of negotiation and preparation of recommendation regarding the negotiation outcome.

### **6.3.5 Conclusion of agreement**

The contracting entity consultant prepares a draft agreement and assists with the conclusion of the agreement.

### **6.3.6 Quality assurance**

The contracting entity consultant quality assures its services in connection with the choice of PPP company.

### **6.3.7 Project documentation**

Basis for undertaking prequalification and recommendations to the client in this respect.

Basis for undertaking invitation to tender and recommendations to the client in this respect.

Documentation for the evaluation and recommendations to the client in this respect.

Documentation for completed negotiations and recommendations to the client in this respect.

Draft agreement and recommendations to the client in this respect.

Updated service plan for the contracting entity consultant and the contracting entity's services.

### **6.3.8 The contracting entity**

The contracting entity approves the contracting entity consultant's service plan for the contracting entity consultant's and the contracting entity's services.

The contracting entity approves the contracting entity consultant's recommendations regarding prequalification, tender procedure, evaluation, negotiation and conclusion of agreement.

The contracting entity appoints an evaluation committee, if relevant.

Unless otherwise agreed, the contracting entity undertakes the contractual review of the drafts prepared by the contracting entity consultant concerning prequalification, tender documents, agreement documents, etc.

The client takes out any necessary insurance.

## **6.4 Design**

This section outlines the contracting entity consultant's services during the design phase.

### **6.4.1 Contents**

The contracting entity consultant's services during the design phase are provided based on project material prepared by the PPP company in accordance with the PPP agreement.

The contracting entity consultant ensures that procedures for communication and cooperation between the parties to the PPP project are determined during the design phase.

The contracting entity consultant presides over and prepares minutes of the contracting entity's meeting with the PPP company.

The contracting entity consultant initiates and follows-up in connection with any consultants being hired by the contracting entity.

The contracting entity consultant reviews the prepared project material and assesses whether the scope and quality of the project material are in accordance with the agreement and ensures that the plan for project decisions and approvals is followed.

The contracting entity consultant ensures that a health and safety coordinator (D) for the design phase is appointed.

The contracting entity consultant ensures that a health and safety plan is prepared.

The contracting entity consultant prepares comments for the projects and any related recommendations, including amendment proposals, proposals for choice of materials, structures, installations, etc.

### **6.4.2 Commissioning and operation**

The contracting entity consultant ensures that a file for occupational health and safety in relation to operation and maintenance is prepared.

The contracting entity consultant assesses proposals for operating and maintenance manual as well as proposals for operating, inspection and maintenance plan for the building project.

The contracting entity consultant assesses proposals for plan for commissioning and assignment to the contracting entity's operating organisation.

The contracting entity consultant may assess proposals for the operating organisation of the PPP project and other matters regarding the functioning of the PPP project during the operating period.

### **6.4.3 Authorities**

The contracting entity consultant ensures that any advance dialogue takes place and that any necessary applications for exemptions are approved by the contracting entity and submitted.

For building projects in structural class 4 or fire safety class 4, the contracting entity consultant ensures that the PPP company has entered into an agree-



ment with an independent certified statics engineer and/or certified fire consultant, see the requirements of the Danish Building Regulations.

The contracting entity consultant ensures that application for a building permit is submitted and that the project is adapted to take account of any comments in the building permit.

#### **6.4.4 Programming**

The contracting entity consultant assesses whether the design and construction schedule is prepared in accordance with the main time schedule and checks that the time schedule is followed.

The contracting entity consultant updates the service plan for its own and the contracting entity's services.

#### **6.4.5 Cost management**

The contracting entity consultant checks that the insurance agreed is taken out.

The contracting entity consultant checks that agreed performance bonds are provided in a timely manner.

Based on the PPP agreement, the contracting entity consultant updates the overall budget, including the contracting entity's other expenses, which is to be delimited subject to agreement with the investor. The budget is updated quarterly.

The contracting entity consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming and cost management, and coordinates with the PPP company and makes recommendations to this effect to the contracting entity.

The contracting entity consultant assesses any other requirements for the contracting entity regarding the design phase and makes recommendations to this effect to the contracting entity.

The contracting entity consultant prepares a risk analysis focusing on quality, regulatory matters, programming, cost management, etc. and makes recommendations to this effect to the contracting entity.

The risk analysis is updated in all design phases.

The contracting entity consultant keeps construction accounts and verifies bills for expenses during the design phase payable by the contracting entity.

The contracting entity consultant prepares monthly reports to the contracting entity regarding the financial progress of the PPP project and makes arrangements for the contracting entity's approval of transactions during the design phase.

The contracting entity consultant may prepare and update a cashflow budget.

#### **6.4.6 Quality assurance**

The contracting entity consultant quality assures its services.

The contracting entity consultant assesses whether the PPP company's quality plan for quality assurance during the design phase is in accordance with the agreement.

The contracting entity consultant undertakes spot checks of whether the PPP company provides the agreed quality assurance during the design phase.

The contracting entity consultant performs an overall project review of whether the scope and quality of the project are in accordance with the requirements of the design specification and other agreements.

The contracting entity consultant assesses the PPP company's proposal for inspection plans and supervision plans.

The contracting entity consultant prepares a supervision plan for its own overall supervision.

#### **6.4.7 Project documentation**

The contracting entity consultant must, as part of the proposal and design phases, prepare or update:

- minutes of the contracting entity's meetings with the PPP company
- recommendations to the contracting entity about proposals regarding the project, programming or cost management, including about any instructions to the PPP company
- overview of required and agreed changes etc.
- service plan for the contracting entity consultant and the contracting entity's services.

As basis for the contracting entity's assessment and decision on the conclusion of each phase, the contracting entity consultant must forward:

- project comments on the PPP company's project documentation for the phase, including project, authority status, time schedules, budget for payments, risk analysis and documentation for the PPP company's project review
- where digital design has been agreed, an assessment of whether the project documentation meets the phase requirements of the ICT specification
- risk analysis that supplements the PPP company's risk analysis, including regarding matters outside the PPP company's area of responsibility
- updated budget for the contracting entity's total expenses, including ongoing payments and for expenses related to the planning and initial operation of the building project
- recommendation to the contracting entity about whether the documentation of the phase can be approved, including motivation for any reservations or rejections.

#### **6.4.8 The contracting entity**

The contracting entity takes out any necessary insurance.

Based on the recommendation from the contracting entity consultant, the contracting entity approves the project in its individual phases, including any project changes.

The contracting entity approves the service plan as updated by the contracting entity consultant.

Based on the recommendation of the contracting entity consultant, the contracting entity approves risk analyses as updated by the contracting entity consultant.

The contracting entity approves the updated budget prepared by the contracting entity consultant.

The contracting entity approves and pays verified invoices regarding the design phase.

## **6.5 Construction phase**

Besides monitoring the construction of the planned building project, the contracting entity consultant's services during the construction phase also include supervision that agreed services provided in connection with site supervision and project follow-up are carried out in accordance with the PPP agreement.

### **6.5.1 Contents**

The contracting entity consultant ensures that procedures for communication and cooperation between the parties of the building project are determined.

The contracting entity consultant initiates and follows-up in connection with any consultants being hired by the contracting entity.

The contracting entity consultant presides over and prepares minutes of the contracting entity's meeting with the PPP company.

The contracting entity consultant undertakes overall supervision in accordance with an approved plan for its supervision.

The contracting entity consultant ensures that a health and safety coordinator (C) for the construction phase is appointed.

The contracting entity consultant ensures that the health and safety plan is completed and updated and that safety meetings are convened.

The contracting entity consultant ensures that a file for occupational health and safety in relation to operation and maintenance is updated.

The contracting entity consultant makes an assessment and recommendation regarding presented material samples, including any proposals to change the material selected, structures or installations during construction.

The contracting entity consultant coordinates any of the contracting entity's works and deliveries to the building project to the extent that they have not been assigned to the PPP company.

### **6.5.2 Commissioning and operation**

No separate activities.

### **6.5.3 Authorities**

The contracting entity consultant monitors that regulatory requirements are observed during construction.

### **6.5.4 Programming**

The contracting entity consultant assesses whether the design and construction schedule is prepared in accordance with the main time schedule and checks that the main time schedule is followed.

The contracting entity consultant updates the service plan for its own and the contracting entity's services.

### **6.5.5 Cost management**

Before construction starts, the contracting entity consultant updates the overall budget for expenses payable by the contracting entity, which is to be delimited subject to agreement with the contracting entity.

The contracting entity consultant regularly records required and agreed changes and any obstacles as well as their consequences for the project in terms of programming, cost management and fees, and coordinates with the PPP company and makes recommendations to this effect to the contracting entity.

The contracting entity consultant assesses any other requirements for the contracting entity during construction and makes recommendations to this effect to the contracting entity.

The contracting entity consultant prepares a risk analysis and makes recommendations to this effect to the contracting entity.

The risk analysis is updated quarterly.

The contracting entity consultant updates on a quarterly basis a budget for expenses payable by the contracting entity.

The contracting entity consultant keeps construction accounts and verifies bills for expenses during the design phase payable by the contracting entity.

The contracting entity consultant prepares monthly reports to the contracting entity regarding the financial progress of the PPP project and makes arrangements for the contracting entity's approval of transactions during the construction phase.

The contracting entity consultant may update a cashflow budget.

### **6.5.6 Quality assurance**

The contracting entity consultant quality assures its services.

The contracting entity consultant assesses whether the PPP company's quality management system for the construction is in accordance with the agreement.

The contracting entity consultant makes spot checks to see whether the supervision plans and inspection plans are observed.

The contracting entity consultant assesses on a spot-check basis whether quality documentation has been provided as agreed.

### **6.5.7 Project documentation**

As part of the construction phase, the contracting entity consultant must prepare or update:

- supervision plan for overall supervision
- minutes of the contracting entity's meetings with the PPP company
- recommendations to the contracting entity about proposals related to the project, programming or cost management
- overview of required and agreed changes etc.
- updated budget for the contracting entity's overall expenses regarding the PPP project
- service plan for the contracting entity consultant and the contracting entity's services.

### **6.5.8 The contracting entity**

The contracting entity approves the contracting entity consultant's service plan and supervision plan.

The contracting entity approves recommendations from the contracting entity consultant regarding construction, including any project changes.

The contracting entity approves the risk analyses prepared by the contracting entity consultant.

The contracting entity pays any credit vouchers presented by the contracting entity consultant.

Well in advance of initial operation, the contracting entity will appoint its operations officer with a view to planning and ensuring the initial operation of the PPP project.

## **6.6 Initial operation**

The contracting entity consultant's services comprise services related to the contracting entity's initial operation of the PPP project.

### **6.6.1 Contents**

The contracting entity consultant participates in the preliminary inspection.

After the PPP company's statement of completion, the contracting entity consultant prepares defects lists, organises initial operation meeting and checks the rectification of defects.

The contracting entity consultant prepares notices regarding defects identified by the contracting entity during the rectification period and ensures that such defects are rectified.

The contracting entity consultant prepares defects lists in connection with the 1-year inspection, undertakes the actual inspection and checks the rectification of defects.

### **6.6.2 Commissioning and operation**

The contracting entity consultant assists the contracting entity in planning and commissioning the building project.

The contracting entity consultant monitors that regulation and testing of technical installations are carried out.

The contracting entity consultant assesses project material 'as built'.

The contracting entity consultant assesses the operating and maintenance manual, operating, inspection and maintenance plan as well as proposals for service agreements.

The contracting entity consultant monitors that 'as-built' documentation as well as the operating and maintenance manual and the operating, inspection and maintenance plan are handed over to the contracting entity.

The contracting entity consultant monitors that the plan for commissioning and assignment to the operating organisation is observed.

### **6.6.3 Authorities**

The contracting entity consultant ensures that a statement of completion is submitted and that the initial operation permit etc. is obtained.

The contracting entity consultant ensures that other permits related to the initial operation of the PPP project are obtained.

#### **6.6.4 Programming**

The contracting entity consultant monitors that the main time schedule is followed in terms of the initial operation of the PPP project.

The contracting entity consultant updates the service plan for its own and the contracting entity's services.

#### **6.6.5 Cost management**

The contracting entity consultant prepares final construction accounts for expenses payable by the contracting entity.

The contracting entity consultant makes recommendations regarding write-down of performance bonds.

#### **6.6.6 Quality assurance**

The contracting entity consultant quality assures its services.

The contracting entity consultant assesses on a spot-check basis whether quality documentation has been provided as agreed.

#### **6.6.7 Project documentation**

Assessments and recommendations based on documentation prepared by the PPP company regarding initial operation.

Defects lists and initial operation protocol in connection with initial operation and 1-year inspection.

Service plan for the contracting entity consultant and the contracting entity's services.

#### **6.6.8 The contracting entity**

The contracting entity participates in the initial operation meeting and signs the initial operation documents.

The contracting entity participates in the 1-year inspection.

After the 1-year inspection, the contracting entity records any defects and addresses them in relation to the PPP company.

Before the expiry of the 5-year liability period, the contracting entity will make an agreement on the performance of a 5-year inspection, where relevant.

## 7. OTHER SERVICES

The client consultant may, if agreed with the client, provide the following services or, on behalf of the client, arrange for such services to be provided by other parties.

### The client consultant's ICT services

If the client wants one or more of the services described in 7.1-7.5 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

#### 7.1 ICT strategy

Assistance to develop a ICT strategy, including about the client's handling and use of digital data in relation to building projects and operation.

#### 7.2 ICT requirements

The service may comprise preparation of requirements for ICT management in connection with the planning, design, construction and commissioning of the building project.

The service may comprise preparation of ICT specification as basis for tendering. The ICT specification must define the client's requirements for:

- classification
- use of digital communication platform
- establishment, administration and operation of digital communication platform
- digital design
- handling of process for digital tendering
- preparation of bills of quantities stating quantities
- delivery of digital project material or digital 'as-built' documentation
- delivery of digital operating and maintenance manual as well as operating, control and maintenance plan
- digitalisation of existing conditions
- special visualisations.

The service may comprise control of the consultant's and other agreement parties' performance of agreed ICT services.

#### 7.3 Digitalisation of existing conditions

The service encompasses the digitalisation of existing areas, buildings and facilities in building models or drawings to the extent agreed.

## 7.4 Special visualisations

This service may comprise photorealistic visualisation, 3D visualisation, architectural photos, animations, video and interactive presentations. This service may also comprise the preparation of physical models on the basis of the above.

## 7.5 Other digital services

Other digital services may comprise 4D visualisations (programming), 5D visualisations (programming and costs), assistance in connection with the client's establishment of tendering and communications platform, implementation of software in the client's system, etc.

## Risks and cost management

If the client wants one or more of the services specified in 7.6-7.13 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

## 7.6 Analysis of market conditions

Analysis of the competitive situation for consultancy, construction and materials as basis for assessing the localisation, design, localisation and construction plan of the building project.

## 7.7 Project development

Performance of project development for a specific building site and/or building, including assessment of use options, any market analysis, clarification of infrastructure, clarification of zoning basis, performance of cost analyses, etc.

## 7.8 Due diligence

Performance of technical due diligence in connection with purchase of real property, including assessment of the value and use options of the building site and buildings as well as assessment of any technical and building-related risks.

The survey undertakes a review of e.g. zoning, regulatory conditions, environmental conditions, technical reports, project material, cooperation agreements and construction and operating budgets. For existing properties, this may also involve registration of existing conditions.

The result is summarised in a report for the buyer's assessment of the property.

The theme of technical due diligence is determined on a case-by-case basis.

## 7.9 Cost analyses

Preparation of special estimates carried out according to the client's special requirements.

Calculations of the cost consequences of alternative scenarios.

Preparation of operating budgets according to the client's guidelines.

Preparation of investment plans and profitability calculations.



Preparation of whole-life cost assessments or whole-life cycle cost calculations comprising capitalisation of the overall construction and operating costs during the building's lifetime.

## **7.10 Risk analyses**

Assistance in connection with risk analyses according to the client's guidelines, including performance of analyses of special risk-related conditions as required by the client in relation to the design, construction and operation of the building project.

## **7.11 Risk management**

Management (risk management) of identified risks according to the client's guidelines.

## **7.12 Insurance**

Assistance in connection with the obtaining of guidance on insurance types in connection with the design, construction and operation of the building project, including any assistance in connection with obtaining quotes for insurance via an insurance broker.

## **7.13 Incentives**

Guidance on incentives in relation to agreements with the consultant and contractors.

'APP incentives' may be used as basis for specific agreements.

## **Preliminary studies and planning**

If the client wants one or more of the services specified in 7.14-7.20 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

## **7.14 Public planning**

The client consultant may offer assistance in connection with public planning that is a condition for the building project to be realised.

Public planning may include:

- EIA screening or EIA statement
- local authority plan
- local development plan.

Including assistance in connection with:

- listing or terms for listing
- nature protection
- environmental protection
- traffic planning.

The client cooperates with the client consultant on the conditions for such planning.

## **7.15 Assessment of building sites**

Overall assessment of possible building sites for the client's planned building project.

A report is drawn up, which may contain an assessment of:

- price of land/property
- zoning
- infrastructure
- possible uses
- ground conditions and accessibility
- soil conditions and environmental aspects
- supplies.

## **7.16 Registration of existing conditions**

Registration of existing conditions may include:

- an assessment of the property's condition as documentation for the property owner and the authorities
- an assessment of the property's possibility of fulfilling accessibility requirements
- an assessment of the property's possibility of fulfilling requirements for health and safety and indoor climate
- inspection, measurement and drawing or digitalisation of existing open spaces, facilities and buildings
- photo registration
- registration of fixtures and fittings
- historical investigations and archive research.

The registration comprises only what is relevant to the current newbuild, refurbishment or rebuilding project.

The registration may be updated if the conditions change during the further design process or the physical performance of work.

## **7.17 Geotechnical investigations**

Initial geotechnical assessments based on available existing investigations in the area in question, supplemented by individual geotechnical drilling and water table monitoring, if required.

Development of a programme for geotechnical investigations as a basis for design work, including estimates of such investigations.

Any ordering on behalf of the client of geotechnical investigations comprising field work, laboratory tests, geological evaluation and classification, reporting, including drilling profiles as well as determination of strength parameters and design water levels.

Follow-up during the construction phase.

## **7.18 Environmental investigations, building site**

Collection of basic information about the building site and compilation of history, including assessment of the likelihood of pollution and contamination and the nature of such pollution and contamination.

Development of a programme for environmental investigations, including estimates of such investigations.

Any ordering on behalf of the client or performance and documentation of interviews of property owners and other relevant parties with a view to assessing the possibility of pollution/contamination sources and their nature.

Any ordering on behalf of the client of environmental investigations, analysis of samples and processing of test results. Reporting on investigations, including assessment of the extent and nature of pollution and contamination, proposals for remedial action and estimates of the costs of such action.

Follow-up during the construction phase.

Negotiation with authorities.

## **7.19 Environmental investigations, buildings**

Collection of basic information regarding existing buildings and preparation of a report that assesses the likelihood of the presence of pollution environmental and health-harming substances and their nature.

Development of a programme for environmental investigations, including estimates of such investigations.

Any ordering on behalf of the client of environmental investigations comprising analysis of samples, processing of test results, reporting on the investigations, including assessing the extent and nature of environmental and health-harming substances, proposals for remedial action and estimates of the costs of such action.

Follow-up during the construction phase.

Negotiation with authorities.

## **7.20 Official duties**

Preparation of material for and participation in official duties such as inspection and expropriation, including preparation for and negotiations with authorities.

Preparation of relevant documentation of the outcome of such official duties and negotiations etc.

## **Stakeholders and users**

If the client wants one or more of the services specified in 7.21-7.26 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

## **7.21 Vision processes**

Assistance to cover and formulate visions and goals in the client organisation in respect of the project.

## **7.22 Organisational development**

Assistance in connection with the assessment and development of the client's organisation, e.g. in connection with planning, programming and initial operation of a new or rebuilt building project.

### **7.23 Change management**

Assistance in connection with change management may comprise a strategy for and coordination and management of changes in the organisational or physical working environment, e.g. in connection with movement from one office environment to another.

The service comprises e.g. the involvement of user groups to ensure matching of expectations, development of interior design and furnishing plans, etc.

The service may comprise preparation and maintenance of communication strategy for management and employees before, during and after the move.

### **7.24 Stakeholders and users**

Assistance in connection with stakeholder analyses.

Assistance in connection with the preparation of communication strategy and communication plan in relation to stakeholders and users.

Organisation and establishment of user involvement, including performance of special user seminars etc.

### **7.25 Special meeting activities**

Assistance and participation in special meetings, including preparation of materials for and participation in:

- user meetings
- general meetings and board meetings
- political meetings
- public meetings
- team building
- workshops, start-up seminars, etc.

in connection with the planning and construction of the building project.

### **7.26 Sales material**

Assistance with the preparation of sales and lease material.

## **Disputes**

If the client wants one or more of the services specified in 7.27-7.28 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

### **7.27 Mediation**

Assistance in connection with planning, preparation or holding of mediation, see section 65 of AB18, section 60 of AB18 or other conflict management model.

### **7.28 Inspection and survey or arbitration**

Assistance in connection with planning, preparation or holding of inspection and survey or arbitration or in connection with other legal dispute between the client and a third party.

## **Sustainability**

If the client wants one or more of the services specified in 7.29-7.31 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

## 7.29 Special requirements for sustainability

Assistance in connection with sustainability may comprise clarification of the client's special requirements for sustainability besides requirements, see the Danish Building Regulations and other legislation, etc. applicable to the building project.

The service also comprises incorporation of the client's requirements for sustainability in tender documents and agreement basis prepared by the client consultant.

The service may also comprise follow up of whether the client's requirements for sustainability are observed in connection with planning, design and construction of the building project.

Sustainability consultancy may also comprise a number of individual services, including analysing, assessing and optimising the social, environmental, financial, process and technical qualities of the project.

The services may be agreed individually or by referring to an agreed requirements specification or a certification system that may comprise e.g.:

- whole-life cost calculations
- life-cycle analyses
- resource optimisation
- climate proofing.

## 7.30 Sustainability management

Assistance in connection with the listing of requirements for, prioritising and defining levels for sustainability.

Coordination, allocation and management of sustainability-related tasks and services.

Sustainability management is undertaken in cooperation with the design manager.

## 7.31 Sustainability certification

Reporting, documentation and communication for compliance with sustainability requirements in relation to a predefined requirements specification, reporting system or certification system for sustainability.

Certification level to be determined.

## Occupational health and safety

If the client wants one or more of the services specified in 7.32-7.34 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

## 7.32 CSR

The client consultant may collect and formulate the client's requirements for company CSR, any requirements for social considerations, including for observance of human rights and any requirements for employment of vulnerable employee groups in connection with the project.

The client consultant may follow up on the observance of the determined requirements during the design and construction phase.

### **7.33 Health and safety coordination during the design phase**

The client consultant may undertake to handle the client's obligations in respect of health and safety coordination during the design phases.

The client consultant is, as a minimum, obligated to deliver the services so as to ensure that the client's obligations in respect of health and safety coordination are observed.

### **7.34 Health and safety coordination during the construction phase**

The client consultant may undertake to handle the client's obligations in respect of health and safety coordination during the construction phase.

The client consultant is, as a minimum, obligated to deliver the services so as to ensure that the client's obligations in respect of health and safety coordination are observed.

### **Accessibility**

If the client wants one or more of the services specified in 7.35-7.38 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

### **7.35 Special requirements for accessibility**

Assistance in ensuring compliance with special accessibility requirements in addition to those provided in the Danish Building Regulations, including instructions and guides to promote accessibility.

### **7.36 Accessibility design**

Assistance to plan process for accessibility design.

### **7.37 Accessibility audit**

Review of accessibility.

### **7.38 Guides on accessibility**

Preparation of guides, including user guides on the accessibility conditions of the property in and outside the building.

### **Fittings, fixtures and equipment, client deliverables**

If the client wants one or more of the services specified in 7.39-7.42 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

### **7.39 Standard fittings, fixtures and equipment**

The client consultant may assist with the registration of existing fittings, fixtures and equipment.

The client consultant may assist in specifying fixed/non-fixed standard fittings, fixtures and equipment.

The client consultant may prepare furnishing plans.

The client consultant may prepare a time schedule for purchasing, delivery and installation and coordinate such activities against the main time schedule.

The client consultant may prepare a budget for purchasing, installation, etc.

#### **7.40 Special fittings, fixtures and equipment**

The client consultant may assist in the design of special fittings, fixtures and equipment.

The client consultant may prepare layout plans etc.

The client consultant may prepare a time schedule for purchasing, delivery and installation and coordinate such activities against the main time schedule.

The client consultant may prepare a budget for purchasing, installation, etc.

#### **7.41 Client deliverables**

The client consultant may undertake tendering, purchasing and coordination of any client deliverables, including fittings, fixtures and equipment.

#### **7.42 Artistic decoration**

The client consultant may assist in connection with the organisation and negotiation related to artistic decoration

### **Tendering procedure**

If the client wants one or more of the services specified in 7.43-7.47 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

#### **7.43 Market dialogue**

Assistance in connection with conducting market dialogue with consultants, contractors or suppliers prior to tendering with a view to obtaining potential tenderers' proposal for optimising planned tendering procedures, including sub-division, terms, etc.

The market dialogue may help clarify market interest and the interest of relevant tenderers in the tendering procedure.

#### **7.44 Prequalification**

Assistance in connection with the implementation of a prequalification round.

#### **7.45 Tendering under the Danish Act on Tendering Procedures for Work Contracts or EU directive**

Assistance in connection with EU procedure in accordance with the Danish Act on Tendering Procedures for Work Contracts or other EU directive. and tendering under the Danish Act on Invitation to Submit Tenders.



### **7.46 Negotiation according to the Danish Act on Tendering Procedures for Work Contracts or EU directive**

Assistance in connection with negotiations to be conducted in accordance with the Danish Act on Tendering Procedures for Work Contracts or other EU directive as well as negotiations in accordance with the Danish Act on Invitation to Submit Tenders.

### **7.47 ESCO procedure**

Assistance in connection with ESCO procedure with a view to undertaking various energy-optimising renovations in buildings.

The investment is typically financed via the energy savings achieved.

## **Other, design and construction**

If the client wants one or more of the services specified in 7.48-7.55 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

### **7.48 Project optimisation**

The client consultant may assist in connection with project optimisation after the tendering procedure, including:

- technical and cost assessment of alternatives proposed by consultants or contractors
- recommendation to the client on any choice of alternatives
- coordination of selected alternatives with other consultants and contractors
- updating of the consultant's project with selected alternatives
- quality assurance of updated project

Project optimisation may be agreed on the basis of 'APP Project Optimisation'.

### **7.49 Complementary/alternative projects and project changes**

- assessment of complementary projects ordered by the client
- assessment of alternative projects prepared by other consultants
- assistance in carrying out project changes, including any redesign
- assessment of project adaptations caused by changes ordered by the client.

### **7.50 Compliance with special regulatory requirements**

Assistance to ensure compliance with requirements in addition to existing requirements contained in legislation, provisions, etc., governing the building project in question.

Documentation of technical matters in addition to what is stipulated in the Danish Building Regulations.

Documentation of technical matters provided by an independent, certified consultant, including documentation the statics and fire safety of the building project by an independent, certified consultant.

Assistance to ensure compliance with requirements contained in legislation, provisions, etc., taking effect after the conclusion of the client consultancy agreement.

### **7.51 Detailed time schedules**

Preparation of detailed time schedules in addition to those described for the individual phase.

### **7.52 Special quality assurance**

Assistance in connection with quality assurance comprising client requirements for special quality assurance in the form of organisation and documentation of quality assurance as specified by the client in connection with the design and construction processes.

### **7.53 Construction management**

Performance of construction management in accordance with 'Description of Services for Building and Landscape', section 7.1.

### **7.54 Extended site supervision**

Assistance in connection with extended site supervision

### **7.55 Special tests**

Planning and ordering and any performance of laboratory and model tests.

### **Delivery and operation**

If the client wants one or more of the services specified in 7.56-7.61 below to be included, it is a condition that the service is clearly specified in the agreement.

If the parties have not made a specific agreement as to the scope of the service, the client consultant will determine the scope of the services.

### **7.56 Commissioning**

The service may include management of a detailed commissioning process.

The service may also include assistance in connection with the planning and activities in the commissioning process, including in connection with:

- participation in the commissioning organisation
- documenting that commissioning requirements have been incorporated in all project phases
- contributing to the commissioning manager's commissioning plan
- answering outstanding issues in the commissioning log
- answering comments found in connection with the review carried out by the commissioning group
- contributing to test scenarios and content of test templates
- contributing to training content
- participation in commissioning test.

### **7.57 'As built'**

The client consultant may assist the client in determining requirements for 'as-built' documentation in addition to the update needed to observe the requirements of the Danish Building Regulations.

The client consultant may monitor that the above 'as-built' documentation is prepared and handed over as agreed.

### **7.58 Relocation planning**

Planning and assistance in connection with physical relocation.

### **7.59 Assistance in connection with commissioning and operation**

Assistance in connection with the client's commissioning of the building project in addition to assistance described in the project, including e.g. in connection with the client's establishment of an operating organisation.

Assistance in connection with the preparation of a care plan for landscape works related to the building project.

Assistance in connection with the client's operation and maintenance of the property, including e.g. documentation of agreed operation and maintenance.

Assistance in connection with registration or measurement of specific requirements for the operational condition or performance of the building after delivery and initial operation, including with reference to 'APP Operating Requirements'.

## **7.60 Facilities management**

Preparation of proposal for organising the management of the company or the property, including area management, administrative management, operation management and management of services.

### **7.61 5-year inspection**

Inspection is performed according to the guidelines laid down by the Danish Building Defects Fund or as otherwise agreed.

The service may also include technical assistance for 5-year inspections carried out by another consultant.



Prepared by

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