
Between

Housing association “Østerbo”

Moldevej 29-39

7100 Vejle (hereinafter referred to as the client)

And

HHA

Chr. Østergaardsvej 4, room F3.02a

8700 Horsens (hereinafter referred to as contractor)

Who have, on this day, been entered into the following:

MAIN CONTRACT AGREEMENT

For the 'Refurbishment of Moldevej 29-39. 7100 Vejle'

1.

The contractor undertakes the execution of works stated in the work specification of **masonry work, demolition work, carpentry work, blacksmith work and scaffolding work.**

Main Contract

2.

The bases for the delegation of the works are the following documents:

1. This contract.
2. The contractor's bid dated 20.12.2010, subject to the reservations contained therein.
3. Correction Letter No. 1, dated 05.01.2011
4. Invitation to tender, dated 06.12.2010
5. Conditions of contract (common terms), dated 13.12.2010
6. Work specifications, dated 13.12.2010
7. Drawing schedule with architectural drawings nos.: dated 13.12.2010
8. Drawing schedule with engineering drawings TI 1, TI 2 and TI 3, dated 13.12.2011
10. Architectural and engineering drawings in accordance with the aforementioned drawing schedules, dated 13.12.2010
11. Main tender forms and sub tender forms, dated 06.12.2010
12. GC 92 with changes

(In case of any discrepancy between the above documents, the documents take precedence in the order listed)

The client undertakes to pay the contractor for the correct execution of his contractual obligations:

Tendered bid/ accept sum excl. VAT	Dkr 42 533 321, 00
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Total contract sum excl. VAT	Dkr 42 533 321, 00
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+ 25% VAT	Dkr 10 633 330
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Total contract sum incl. VAT	<u>Dkr 53 166 651</u>
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Write Dakar: Fifty three million, one hundred and sixty six thousand and six hundred and fifty one.

They stipulated payments are paid according to the unit prices stated in the bid, and adjusted if necessary in compliance with GC 92.

4.

The price is fixed for a period of 12 months from the bid day. However, in accordance with the Building and Housing Agency's circular dated 10 October 1991 re Price and Time, § 8 and § 9.

5.

According to a written request to the employer the contractor shall be entitled to receive payment once a month for work performed, etc. Within 30 days of receipt of interim certificates the employer shall effect payment of the amount for which works and materials in accordance with the contract have been provided on the site.

Billing and payment is in accordance with GC 92

6.

The work must be started no later than 07.04.2011, and handed over no later than 30.09.2012

The work must also be performed in accordance with the attached time schedule x.

In case of delay on the part of the contractor, a penalty of Dkr. 42.533, 00 per working day, comprising 1‰ of the total contract sum, must be paid.

7.

The reservations taken in the bid are hereby approved, except for the ones mentioned below, which are void:

Standard Reservations of May 2008, paragraphs 3,

8.

The contractor must, within 8 days of entering into a contract with the client, establish a performance bond in accordance with GC 92's § 6 re surety. The performance bond must constitute DKK 6.379.998, 15, representing 15% of the total contract sum excl. VAT.

The performance bond must be drawn up in accordance with GC 92's § 6.

9.

10.

The client must take out fire and storm damage insurance from the beginning of the construction works. The contractor, and possible subcontractors, must be included as insured in the client's insurance policy.

The contractor has taken out the usual liability insurance from: xxxxx

11.

Executives who have power of attorney.

For client: Housing association “Østerbo”

For contractor: HHA Construction

Housing Association “Østerbo”

On behalf of the client

HHA Construction

On behalf of the contractor