

TURNKEY CONTRACT**YSE 1998**
asiakirja

This form is based on the General Conditions for Building Contracts YSE 1998 (RT 16-10660, LVI 03-10277, Ratu 417-T, KH X4-00241).

In the event of any differences in interpretation of this RT sheet the Finnish version RT 80278 shall take precedence over this translation.

Project No.

Building project

Building contract

1 PARTIES**Client**

Client's representatives

In contract matters

In matters related to project execution

Contractor

Contractor's representatives

In contract matters

In matters related to project execution

2 OTHER PARTIES

Building owner

Construction consultant

Operator

Other contractors and
procurement by client

3 TERMS AND CONDITIONS AND CONCEPTS

This contract will be governed by the General Conditions for Building Contracts YSE 1998 on which this contract form is based. Text in italics differs from the contents of the RT 80260 Building Contract Form. Hereinafter the General Conditions for Building Contracts are referred to as the "YSE Conditions".

Terminology

In this building contract, the following terminology will be used in addition to, or instead of, the terminology used in the General Conditions for Building Contracts YSE 1998.

Turnkey construction

Turnkey construction

Execution of turnkey project

Services rendered by the contractor including design and construction

Building work

Actual construction work carried out under the contract

Contractor

Turnkey contractor

YSE

General Conditions for Building Contracts YSE 1998

4 CONTRACTOR'S OBLIGATION TO RENDER SERVICES

Building project

Principal obligation to render services

Ref. YSE § 1

The Contractor undertakes, against payment of the agreed contract price to be defined herein, to design and construct:

The Contractor's obligations to render services against payment of the contract price shall, among other things, include the following:

- a) Appointment of the chief designer, procurement and submission of the plans for review and approval by the client; keeping the client informed of the progress of design work;
- b) Acquisition of the building permit including all related measures;
- c) Submission for approval of plans other than those required under item b)
- d) Delivery of final plans to the client;
- e) Filing of the necessary notices with the authorities concerning the execution of the building project;
- f) Discharge of the duties of a party undertaking a building project as required under the Finnish Land Use and Building Act;
- g) Contacts with building inspection and other authorities;
- h) Acquisition of the permits and licenses required for the execution of the project and for the finished structure, conclusion of utility and other such contracts with the authorities and other relevant parties in accordance with the contract documents;
- i) Completion of the tests required for ascertaining the functionality of the building project and related components as provided in the contract documents. This provision shall not diminish the contractor's obligation to carry out tests as required under section 11(4) of the YSE Conditions;
- j) Execution of the turnkey project in such a way that the end result meets the requirements specified in the contract documents in terms of functionality as well;
- k) Serving as the contractor and principal contracting party responsible for on-site management;
- l) Preparation of a maintenance manual and its submission to the client;
- m) Preparation of the safety and security document in collaboration with the client.

The contractor shall submit all the plans to the client for review in good time before they are required for the procurement of building materials, supplies or components or for the performance of building work.

Further obligations

Ref. YSE § 2

Obligation to carry out modifications

Ref. YSE § 43

The first clause of section 43(1) of the YSE Conditions will be replaced by the following provision:

The contractor is obliged to carry out the modifications and alterations demanded by the client, provided that they do not essentially alter the nature of the turnkey project. Otherwise the provisions of section 43 of the YSE Conditions shall apply.

Site services

Ref. YSE § 3

Site management duties

Ref. YSE § 4

5 CONTRACT DOCUMENTS

- Ref. YSE § 12 *The building project will be governed by this turnkey contract and related contract documents to be listed hereinafter.*
- Ref. YSE § 13 Order of validity of contract documents

List of contract documents**A. Commercial documents**

Document name

Annex no.

Date

B. Technical documents

Document name

Annex no.

Date

6 CLIENT'S OBLIGATION TO COLLABORATE

Ref. YSE § 8

Section 8, subsection 1, and clauses (a) and (b) of subsection 2, of the YSE Conditions shall not apply to this contractual relationship.

The client shall review the plans in accordance with the schedule for further planning. If no such schedule exists, the plans shall be reviewed promptly so as to ensure that the review will not interfere with the final completion of the project by the completion time indicated by the client. The result of the review shall be communicated to the contractor in writing.

Supplementary information, test data and documents to be provided by the client under the contract documents shall be sent to the contractor in accordance with the agreed schedule. If no schedule exists or it is incomplete, the contractor shall notify the client in good time when he needs such information, test data and documents in order to complete the project pursuant to the contract.

Other work and procurement commissioned by the client

Ref. YSE § 7 and § 8

The client will procure and pay for the following construction goods and deliver them to the contractor on the dates specified below:

7 QUALITY ASSURANCE

Ref. YSE § 7(3),
§ 9, § 10 and § 11

8 PERIOD OF BUILDING CONTRACT

Ref. YSE § 17

The contractor shall complete the design of the building project in accordance with the planning schedule. If the contract does not include any planning schedule, planning and design shall be continued promptly after the signing of the contract and completed within a reasonable period of time.

Building work shall be commenced promptly after the signing of the building contract when allowed by the building permit procedures. The building work shall be carried out so as to ensure that the individual work stages are completed in accordance with the construction schedule and that the turnkey project is completed and handed over to the client no later than:

Intermediate targets: Intermediate targets shall be completed as follows:

Design and planning:

Design and planning shall proceed so as to ensure that the application for building permit can be filed no later than:

Building work:

9 PENALTY FOR DELAY

Ref. YSE § 18

For each working day that the turnkey project remains uncompleted beyond the completion time for the entire project agreed above, the client is entitled to receive from the contractor the following penalty for delay:

With regard to intermediate targets, the penalty for delay is as follows:

The maximum total amount of penalties is:

10 LIABILITY OF CONTRACTING PARTIES

Contractor's liability

YSE §§ 24-33

Before submitting the tender, the contractor is required to have obtained all such information and investigated all such matters as may be of relevance to his obligations as defined in the documents included in the invitation to tender. Additionally, the contractor shall, during the term of the contract, obtain all the information and investigate all matters that are of relevance to his obligations as defined in the contract documents.

Section 7(3) of the YSE Conditions shall also apply to the chief designers.

In addition to the liability specified in sections 29 and 30 of the YSE Conditions, the contractor is required, at his own cost, to repair or eliminate any defects, deficiencies or sub-standard features with a detrimental effect on the functionality of the end result of the turnkey project emerging before the expiry of the guarantee period.

The contractor shall not be liable for defects, deficiencies and sub-standard features due to the client's failure to disclose information that the contractor was not aware of as having an impact on his performance and that, additionally, are of such nature that the contractor could not have reasonably been required to be aware of as being of relevance to his performance.

Client's liability

YSE §§ 24-25, §§ 34-35

When the client notifies the contractor that the plans submitted for review have been approved, the client is, at the same time, deemed to have accepted the general design concept and standard of quality, such as the principal dimensions and disposition of the spaces, materials and other such solutions. However, liability for ensuring that the solutions satisfy the requirements imposed by the contract documents shall rest with the contractor.

11 GUARANTEE PERIOD

Ref. YSE § 29

12 SURETY

Contractor's surety

Ref. YSE § 36

The surety for the construction period shall be provided within _____ days following the commencement of building work.

Both the surety for the construction period and the surety for the guarantee period shall cover the liability for the functionality of the end result of the turnkey project.

Client's surety

Ref. YSE § 37

13 INSURANCE

Ref. YSE § 38

The turnkey contractor is required to take out the insurance defined in section 38 of the YSE Conditions for the duration of the building work.

14 CONTRACT PRICE

Ref. YSE § 39

The client undertakes to pay for the execution of the turnkey project by the contractor the following contract price in the amount of (in words and numbers):

of which design and planning account for:

and building work for:

15 PAYMENT OF CONTRACT PRICE

Ref. YSE § 40

The payments shall be made in the manner specified in more detail in the payment schedule.

16 PRICE ADJUSTMENT CRITERIA

Ref. YSE § 48 and § 49

The contract price for building work

- is not tied to an index
- is tied to an index / in accordance with the current legislation as follows:

17 EFFECT OF BUILDING PLAN MODIFICATION ON CONTRACT PRICE

Ref. YSE § 44
Ref. YSE § 47

With regard to the effect of building plan modifications on the contract price, the following shall apply in addition to the provisions of the YSE Conditions:

18 TITLE

Ref. YSE § 51, § 52, § 53

19 ORDERING ADDITIONAL WORK AND MODIFICATIONS

Ref. YSE § 59

Ref. YSE § 46, § 59

Ref. YSE § 59(4)

20 SUPERVISION

Ref. YSE § 59, § 60

21 CONTRACTOR'S REPRESENTATIVES AND SITE MANAGEMENT

*Contractor's representatives
in execution of turnkey project*

*Contractor's representatives in
design and planning*

*Contractor's representatives on
site*

Ref. YSE § 56(1)

Ref. YSE § 56(2)

22 HEALTH AND SAFETY AT WORK

Ref. YSE § 57

23 JOINT MEETINGS AND PROCEEDINGS

Ref. YSE § 66

Planning meetings

Planning meetings will be held as follows:

The meetings will be chaired by:

Site meetings

Site meetings will be held as follows:

The meetings will be chaired by:

24 USUFRUCT AND COPYRIGHT

The parties have made the following agreement concerning usufruct and copyright:

25 OTHER CONTRACTUAL MATTERS / SPECIFIC PROVISIONS**26 RESOLVING DISPUTES**

Ref. YSE § 92

This contract has been executed in duplicate with one copy for the client and one for the contractor.

Place and date

Signatures

Client

Contractor

Witnessed by

No. of annexes