



Consultancy and engineering firms



KONINKLIJKE VLAAMSE
INGENIEURSVERENIGING

CONTRACT FOR SERVICES

[Name of assignment/project]

ORI VERSION 1-1.10.2009

AGREEMENT

BETWEEN

[*name of principal*]
[*legal form (public limited liability company (naamloze vennootschap), private limited liability company (bvba),....)*] the corporate domicile of which is established at [address], [company registration number], represented by Mr/Ms [*name and position*] and Mr/Ms [*name and position*];

hereinafter referred to as the "PRINCIPAL",

AND

[name of the consultancy and engineering bureau]
[*legal form (public limited liability company (naamloze vennootschap), private limited liability company (bvba),....)*] the corporate domicile of which is established at [address], [company registration number], represented by Mr/Ms [*name and position*] and Mr/Ms [*name and position*];

hereinafter referred to as the "ENGINEERING FIRM",

HAVE AGREED AS FOLLOWS:

1. OBJECT OF THE ASSIGNMENT

The assignment concerns the drawing up of a design and the follow-up of the work for the realisation of [*brief description of what (the project) is to be studied, possibly indicating the location of the execution*].

2. GENERAL

Insofar as the present agreement does not expressly deviate from this, the General terms and conditions of ORI and FABI-K VIV shall apply.

3. SCOPE OF THE ASSIGNMENT¹

The study comprises the following components²:

1 For a further explanation, the documents "Omvang van de diensten" (*Scope of the services*) of ORI and/or the various issues for whole or partial assignment as published by FABI-KVIV may also be consulted on the respective websites www.ori.be and kviv.be

2 Delete and/or add to depending on what is agreed with the principal.

- A. Analysis of the brief;
- B. Stability study;
- C. Study of the special techniques;
- D. Study of the development of the surroundings;
- E. Coordination of the studies;
- F. ...

4. SUPPLEMENTARY STUDIES

The following supplementary studies are not included in the basic assignment, however they may to a certain extent be necessary for the execution of the work and shall be executed by the design team following a separate order by the principal, at an additional remuneration to be agreed and extension of the execution deadlines.

- ◆ Feasibility study (technical, financial, economic, administrative, legal, ...) of the project.
- ◆ Investigation and selection of sites/comparative location study.
- ◆ Mobility studies.
- ◆ Project and Planned EIA studies.
- ◆ Topographic measurements.
- ◆ Measurement and investigation of the current condition of the buildings and/or installations.
- ◆ Ground probing.
- ◆ Asbestos investigations.
- ◆ Drawing up the environmental licence applications.
- ◆ Coordinating the safety of the design and realisation.
- ◆ Report under the Energy Performance Resolution (EPB).
- ◆ Intervention of official control organisations (setting up the programmes and interpreting the results).
- ◆ Creating models.
- ◆ Supply of presentation drawings and creation of a PowerPoint presentation with another purpose than clarifying the design to the principal.
- ◆ Administrative and legal advice.
- ◆ Potential retendering, outside the responsibility of the design team.
- ◆ Publication of the call for tender.

5. THE PROJECT TEAM

A project team will be assembled to execute the assignment, which team will be led by an experienced project manager; the curriculum vitae of this manager is enclosed as an appendix to the present contract. The project team is responsible for the execution of the engineering activities and safeguards a smooth and professional completion of the studies.

The project manager is responsible for the technical coordination between the engineering activities of the granted assignment and is also the focal point for the principal.

If it is necessary to replace the project manager, the principal will be notified about this immediately.

6. EXECUTION DEADLINE

The project team will carry out the assignment granted to it within the deadlines to be determined in mutual consultation.

7. FEES

1.1 A. GENERAL

The specified fees are inclusive of transportation within Belgium and exclusive of VAT.

The transportation to and within foreign countries is reimbursed separately at demonstrable costs.

1.2 B. FEES

The fee is based on an estimate of the time spent and is set at a lump sum of: €

Or

The fee is fixed at a percentage of the cost price of the work at the amount of .. %

1.3 C. PAYMENT SCHEDULE

The fee associated with the various subassignments is payable according to the schedule below.

PHASES	SUBASSIGNMENTS			
	Stability	Special techniques	Development of surroundings	Coordination
Brief	.. %	.. %	.. %	.. %
Preliminary design	.. %	.. %	.. %	.. %
Design	.. %	.. %	.. %	.. %
Tender	.. %	.. %	.. %	.. %
Follow-up of the work	.. %	.. %	.. %	.. %
Preliminary transfer	100%	100%	100%	100%

The payment of the fee for the follow-up phase of the work shall be effected in monthly instalments in proportion to the progress of the work.

1.4 D. PAYMENT

The invoices of the engineering firm are payable - without deductions, discounts or settlements of debt at its corporate domicile [*address*], within [*thirty*] days after the invoice date.

The principal releases itself from its obligation by depositing the sums it is required to pay to one of the following account number(s):

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8. CORRESPONDENCE AND DOCUMENTS

All correspondence must be delivered to the following address:

.....

Correspondence and documents relating to the assignment shall be drawn up in

[Dutch] / [French]

Drawn up in duplicate at [**Municipality**] on the [**date of signing**], each party acknowledging that it has received a copy.

On behalf of the principal

On behalf of the consultancy and engineering bureau

APPENDIXES

1. CV OF THE PROJECT MANAGER
2. ORI GENERAL TERMS AND CONDITIONS

ORI VZW

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