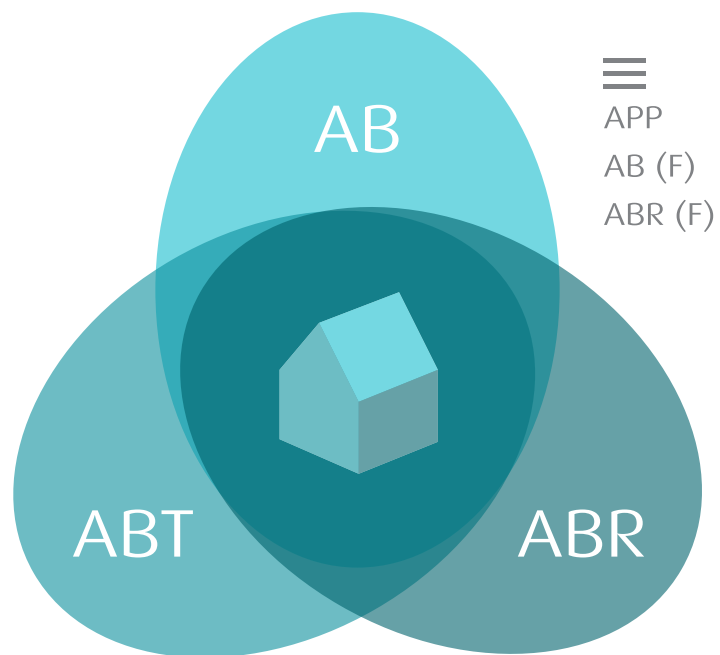


Supplementary conditions

for design optimisation
in building and
construction works
(APP Design Optimisation)



These 'Supplementary conditions for design optimisation in building and construction works' (APP Design Optimisation) relating to the General conditions for building and construction works and supplies (AB 18) and the General conditions for consultancy services for building and construction works (ABR 18) have been prepared by a committee appointed by the Minister for Climate, Energy and Building in accordance with Report 1570 issued on 21 June 2018, comprising representatives of the following organisations:

- **BL, Danmarks Almene Boliger**
BL – Danish Social Housing
- **Bygherreforeningen**
Danish Association of Construction Clients
- **Bygningsstyrelsen**
Danish Building and Property Agency
- **Danske Arkitektvirksomheder**
Danish Association of Architectural Firms
- **Dansk Byggeri**
Danish Construction Association
- **Danske Regioner**
Danish Regions
- **Dansk Industri**
Confederation of Danish Industry
- **Foreningen af Rådgivende Ingeniører**
Danish Association of Consulting Engineers
- **Kommunernes Landsforening**
Local Government Denmark
- **Kooperationen**
Danish Cooperative Employers' Association
- **SMVdanmark (tidligere Håndværksrådet)**
SMEdenmark (formerly the Danish Federation of Small and Mediumsized Enterprises)
- **TEKNIQ**
TEKNIQ - Danish Mechanical and Electrical Contractors' Association
- **Vejdirektoratet**
Danish Road Directorate
- **Voldgiftsnævnet for bygge og anlægsvirksomhed**
Danish Building and Construction Arbitration Board

Prevailing Language

The Danish language version of these general conditions shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions.

English version published 7 February 2019

Supplementary conditions relating to AB 18

Clause 1 Application

Subclause (1) The provisions of this appendix have been prepared for use in relation to contracts for building and construction works involving design optimisation so that the provisions either supplement or deviate from AB 18. The provisions apply when adopted by the parties to the contract.

Clause 2 Definition

Subclause (1) Design optimisation means the contractor's review of the tendered project design with a view to making proposals for design optimisation in terms of time, price and quality, including proposals for alternative solutions, materials and construction processes.

Clause 3 The client's call for tenders

Subclause (1) The tender documents must contain information about the purpose and scope of the contractor's design optimisation and must lay down the individual design optimisation stages and possibly guidelines for the work. The extent of the contractor's participation in design optimisation must be specified. The tender documents must also contain information about the share of cost reductions payable to the contractor in the form of bonuses.

Subclause (2) The master programme must state the start and end dates of design optimisation and its individual stages.

Clause 4 The contractor's tender

Subclause (1) The contractor's execution of design optimisation is considered to be included in the tender (tender sum) unless the tender documents state that design optimisation is to be paid for on a time spent basis or unless the tender documents require a separate tender for design optimisation.

Clause 5 Services to be provided by the contractor

Subclause (1) The contractor must review the design with a view to making proposals for optimisation in accordance with the guidelines and within the purpose and scope specified by the client in the tender documents. Optimisation proposals are reviewed and discussed between the client and the consultants, other contractors and suppliers, if any, participating in the optimisation process.

Subclause (2) The client must appoint a design manager to plan, organise, convene and manage optimisation in order to ensure structured and interdisciplinary discussion of optimisation proposals.

Subclause (3) Proposals presented by the contractor and implemented by the client do not imply that the contractor undertakes to carry out the design, bears any risk or assumes any liability in relation to such proposals.

Clause 6 Bonus

Subclause (1) If the contractor, in consultation with the client's design manager, presents a proposal for optimisation that is approved by the client and results in cost reductions for the client, the contractor is entitled to a bonus corresponding to a share of the cost reductions obtained by the client through the realisation of the proposal.

Subclause (2) The client decides at its own discretion whether or not to approve the proposal. The conditions for obtaining the bonus must be met at handover.

Subclause (3) The contractor must include the bonus in the final account.

Supplementary conditions relating to ABR 18

Clause 1 Application

Subclause (1) The provisions of this appendix have been prepared for use in relation to contracts on consultancy services for building and construction works involving design optimisation so that the provisions either supplement or deviate from ABR 18. The provisions apply when adopted by the parties to the contract.

Clause 2 Definition

Subclause (1) Design optimisation means the contractor's review of the tendered project design with a view to making proposals for design optimisation in terms of time, price and quality, including proposals for alternative solutions, materials and construction processes.

Clause 3 The client's call for tenders

Subclause (1) The tender documents must contain information about the purpose and scope of the consultant's participation in design optimisation and possibly lay down the individual design optimisation stages and any related guidelines. The tender documents must also contain information about the share of cost reductions payable to the consultant in the form of bonuses.

Subclause (2) The master programme must state the start and end dates of design optimisation and its individual stages.

Clause 4 The consultant's tender

Subclause (1) The consultant's participation in design optimisation is considered to be included in the tender (tender sum) unless the tender documents state that the participation in the design optimisation is to be paid for on a time spent basis or unless the tender documents require a separate tender for the consultant's participation in the design optimisation.

Clause 5 Design

Subclause (1) The provision of the first sentence of clause 14, subclause (1), of ABR 18 also applies to design of proposals by a contractor for design optimisation; however such design work implies a change to the services to be provided by the consultant, which must be paid for in accordance with clause 19 of ABR 18.

Clause 6 Design management

Subclause (1) The client must appoint a design manager to plan, organise, convene and manage design optimisation in order to ensure structured and interdisciplinary discussion of optimisation proposals. Optimisation meetings are conducted in accordance with the rules on design meetings laid down in clause 29 of ABR 18.

Clause 7 Bonus

Subclause (1) If the consultant, in consultation with the client's contractor, presents a proposal for optimisation that is approved by the client and results in cost reductions for the client, the consultant is entitled to a bonus corresponding to a share of the cost reductions obtained by the client through the realisation of the proposal.

Subclause (2) The client decides at its own discretion whether or not to approve the proposal. The conditions for obtaining the bonus must be met at handover.

Subclause (3) The consultant must include the bonus in the final account.