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| **SIA 1001/1** |
|  | **Planning / Construction Management Contract**2020 edition |

**SIA 1001/1 Planning / Construction Management Contract**

2020 edition (01.01.2020)

|  |  |  |  |
| --- | --- | --- | --- |
| **Project name:** |       | [ ]  | **Client copy** |
| **Client project manager:** |       | [ ]  | **Service provider copy** |
| **Service providers project manager:** |       |  |  |
| **Credit number:** |       |  |  |
| **Contract number:** |       |  |  |
| **Contract date:** |       |  |  |

Between the “**Client**”

Name / address / Business ID number, “UID”:

and

[ ]  the company or sole proprietorship (name / address / Business ID number, “UID”):

[ ]  the association of planners (unincorporated association) consisting of:

1 A (lead) company authorized to fully represent the association:

1.

[ ]  acting as general planner

[ ]  not acting as general planner

[ ]  with the following subplanners:

1.

the “**Service** **Provider**”

[ ]  General project management is an integral part of the services to be provided by the Service Provider.

[ ]  General project management will be carried out by:

Company:

Name of the person responsible:

[ ]  The Service Provider commissions the following subplanner to act as general project manager. The responsibility for general project management remains with the Service Provider (art. 101 of the Swiss Code of Obligations, “CO”).

Company:

Name of the person responsible:

[ ]  General project management is not an integral part of the Service Provider’s services.

[ ]  The Client has therefore commissioned the following company to act as general project manager.

Company/planners’ association:

Name of the person responsible:

[ ]  The Client will arrange for a general project manager by

The Service Provider is / the members of the planners’ association are a member

[ ]  of SIA, the Swiss Society of Engineers and Architects, section:

[ ]  of other professional associations, namely:

The Service Provider is / the members of the planners’ association are registered in the Swiss “REG” Register

[ ]  A

[ ]  B

[ ]  C

1 Subject of the contract

1.1 Project definition

1.2 Scope of services to be provided by the Service Provider within the project

2 Constituent parts of the contract and their order of precedence in the event of inconsistencies

2.1 Constituent parts of the contract

* This contract form
* The appendices in accordance with clause 14

[ ]  The offer made by the Service Provider and finalized on

[ ]  The General Terms and Conditions of the SIA, 2020 edition (art. 1 of the SIA regulations governing services and fees)

[ ]  The Client’s specifications with the project-related provisions of      , finalized on

[ ]  The following subject-related SIA regulations, in their most recent version at the time the contract is concluded, provided they relate to the scope of services to be provided by the Service Provider

[ ]  SIA 102 *Regulation governing architects’ services and fees*

[ ]  SIA 103 *Regulation governing services and fees of civil engineers*

[ ]  SIA 105 *Regulation governing services and fees of landscape architects*

[ ]  SIA 106 *Regulation governing services and fees of geologists*

[ ]  SIA 108 *Regulation governing services and fees of engineers in the fields of building installations, mechanical engineering and electrical engineering*

[ ]  The most recent SIA 126 standard “*Price adjustments for services provided by planners following price fluctuations*” at the time the contract is concluded

[ ]  others, namely:

*

2.2 Order of precedence in the event of **inconsistencies**

2.2.1 Principle

Where there is an inconsistency between the constituent parts of the contract listed above, the order of precedence as per 2.1 applies. If a constituent part of the contract consists of several documents, the more recent document takes precedence over the older document in the event of any inconsistencies.

2.2.2 No **order** of **precedence among** the SIA regulations

SIA regulations designated as constituent parts of the contract do not have an order of precedence among themselves.

3 Services **to be provided by** the **Service Provider**

The services to be provided by the Service Provider

[ ]  are described in the Service Provider’s offer of       (finalized on      )

[ ]  include the following basic services (according to art. 4 of the aforementioned SIA regulations)

[ ]  include the following services to be agreed separately

(according to art. 4 of the aforementioned SIA regulations)

4 Remuneration

4.1 Type and amount of remuneration

The Client shall pay the following remuneration in return for the services set out in this contract and their results:

|  |  |  |
| --- | --- | --- |
|  | Fee estimate in CHF | Fixed fee in CHF↓ digits only↓ |
| General description of the services | based on time spent (calculation according to clause 4.3)↓ digits only↓ |
| Basic services:      |       |       |
| Services to be agreed separately:      |       |       |
| Travel time (optional):      |       |       |
| **Total (excluding VAT), CHF:** |  |  |
| Plus VAT at the current rate of 8.10**%** |       |       |
| **Total consideration including VAT, CHF:** |  |  |

4.2 Payment of secondary costs and costs of third-party services

| These are remunerated: | based on time and materialsestimate in CHF↓ digits only ↓ | as a fixed price in CHF↓ digits only ↓ | as a percentage of the total remuneration for the services in accordance with clause 4.1 above↓ digits only ↓ |
| --- | --- | --- | --- |
| Type of secondary costs and third-party services:      |       |       |       |
| Travel expenses:      |       |       |       |
| **Total (excluding VAT), CHF:** |       |       |       |
| Plus VAT at the current rate of 8.10**%** |       |       |       |
| **Total including VAT, CHF:** |  |  |  |

4.3 **Principles** of remuneration **in accordance with** 4.1

The calculation of the remuneration in accordance with clause 4.1 is based on the following principles:

Fees calculated according to effective time spent (art. 6 of the SIA regulations governing services and fees, “SFR”)

[ ]  according to qualification categories (relevant fee rates in accordance with appendix 1, SFR art. 6.2)

[ ]  according to average hourly rates (SFR art. 6.3) with an average hourly rate of h = CHF

[ ]  according to salaries (SFR art. 6.4), with the following additional margin:

4.4 Price change following price increases

[ ]  Price adjustments following price fluctuations are calculated in accordance with the most recent SIA 126 standard “*Price adjustments for services provided by planners following price fluctuations*” at the time the contract is concluded

[ ]  There will be no price adjustment following price fluctuations

[ ]  Following price fluctuations, the price is adjusted as follows:

4.5 Remuneration of services that have not been finally defined

4.5.1 Description of services that have not been finally defined

4.5.2 Remuneration provision

[ ]  calculated according to effective time spent in accordance with the rates in appendix 1

[ ]  as follows:

5 Financial terms

5.1 Accuracy of cost information

5.1.1 Accuracy of cost information provided by the Service Provider

When providing cost information, the Service Provider shall comply with the following degrees of accuracy:

[ ]  in accordance with art. 4 of the SIA regulations governing services and fees

[ ]  in accordance with the following agreements:

|  |  |  |
| --- | --- | --- |
| Rough estimate of construction costs for any developed solutions | **+      %** | - **%** |
| cost estimate for the preliminary project | **+      %** | - **%** |
| quote for the construction project | **+      %** | - **%** |

5.2 Payment terms

Remuneration will be paid subject to the following terms:

[ ]  after the services have been provided

[ ]  according to the payment schedule dated  (appendix 2)

5.3 Payment deadlines

Unless a payment schedule has been agreed in accordance with clause 5.2 above, the Client shall make any payments due within    days.

5.4 Place of payment

The Client shall transfer any payments due to the following bank: in .

IBAN:, account no.:

6 Dates and deadlines

[ ]  The applicable dates and deadlines are set out in appendix 3.

[ ]  The following dates and deadlines apply

For the planning / project planning phase:

Date / deadline:

Task:

For the realization phase:

[ ]  The delivery schedule to be agreed between the parties before the start of the realization phase is the only schedule applicable.

[ ]  The following dates and deadlines apply:

7 Points of contact

The points of contact for all purposes of this contract, including changes to the contract, the transmission and delivery of notifications, inquiries and similar are: On the part of the Client

Name and address:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Email: |       | Fax: |       | **Tel:** |       |

On the part of the Service Provider

Name and address:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Email: |       | Fax: |       | **Tel:** |       |

8 Insurance and liability

8.1 Insurance

The Service Provider or the members of the planners’ association (unincorporated association as defined in art. 530 et seq. CO) declares / declare that it has / they have taken out the following professional liability insurance for the duration of the contract – in the case of an unincorporated association separately for the association – that it / they will maintain the insurance policy for the duration of the contract and will submit the relevant valid proof of insurance to the Client upon request:

[ ]  Personal injury CHF       per individual event (min. CHF      million)

[ ]  Damage to property CHF      per individual event (min. CHF      million)

[ ]  Construction damage CHF      per individual event (min. CHF      million)

[ ]  Pure economic loss CHF      per individual event (min. CHF      million)

Insurance company:

Policy no.:

Deductible per loss event (to be specified by the Service Provider): CHF

[ ]  The Service Provider declares that it has taken out extra insurance for the following project-specific risks:

8.2 Liability of the Service Provider

The Service Provider is liable for breaches of contract committed with slight negligence as follows, provided that the other conditions are met:

[ ]  To the extent that the Service Provider’s insurance does not cover the damage, the Service Provider is liable for all aggregate claims up to a maximum amount of       times the total remuneration in accordance with clause 4.1 of this contract form.

[ ]  The Service Provider is liable for all aggregate claims up to a maximum amount of CHF

[ ]  The Service Provider’s liability is unlimited in terms of amount.

If none of the above options is ticked, the Service Provider is – to the extent that its insurance does not cover the damage – liable for all aggregate claims up to a maximum amount of three times the total remuneration in accordance with clause 4.1 of this contract form.

9 Organizational matters

9.1 Project **organization**

[ ]  Project organization (those involved in the project and their contractual relationships):

[ ]  Project organization (those involved in the project and their contractual relationships) is set out in appendix 4.

9.2 Representation and power of attorney

The Service Provider is – provided that the Client does not suffer any significant disadvantages in terms of scheduling or financing and the amount involved does not exceed

CHF       (excl. VAT) in each individual case

and CHF       (excl. VAT) in total –

authorized to carry out the following legal acts on behalf of the Client within the scope of the contract:

[ ]  to conclude and amend contracts with third parties

[ ]  to give instructions to third parties

In general, the Service Provider is authorized:

[ ]  to negotiate with authorities and to submit applications to them

[ ]  to carry out the following actions in the name and for the account of the Client:

This / these power(s) of attorney may be exercised by the following persons:

|  |  |  |
| --- | --- | --- |
| Name: | Address / company name: | Authority to sign: |
|       |       |  |

9.3 Data exchange and backup

[ ]  Data exchange and backup:

[ ]  The provisions on data exchange and data backup are set out in appendix 5

10 Special agreements that take precedence over all other components of the contract

11 Severability clause

Should individual provisions of the contract contain any gaps or be legally invalid or unenforceable for other legal reasons, this does not affect the validity of the remainder of the contract. In such a case, the parties shall come to an agreement that replaces the provision in question with a valid provision that most closely reflects the existing one in commercial terms. If the parties fail to come to an agreement, the competent arbitral tribunal shall make a decision in that regard.

12 Governing law, dispute resolution and place of jurisdiction

Only Swiss law is applicable to this contract. The provisions of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods, concluded in Vienna on 11 April 1980) are excluded.

In the event that a dispute arises between the parties, they undertake to seek an amicable agreement in direct conversations. If necessary, they shall call in an independent and qualified person who shall mediate between the parties and settle the dispute. Each party can notify the other party in writing of their willingness to initiate a dispute resolution mechanism (e.g. a direct conversation, mediation or arbitration by a professional third party who will develop their own solution proposal). With the help of the mediator or the arbitrator, the parties shall determine the appropriate procedure and the rules to be followed in writing.

If no dispute settlement procedure is agreed or if the parties cannot resolve the issue or agree on the choice of mediator or arbitrator within 60 days of receiving the notification, or if the mediation or arbitration fails within 90 days of receiving the notification, each party has legal recourse

[ ]  to an ordinary court

[ ]  to an arbitration tribunal in accordance with the SIA 150 standard (most recent edition)

[ ]  without the annex to the SIA 150 standard (“Urgent Determination Procedure”) being applicable

[ ]  with the annex to the SIA 150 standard (“Urgent Determination Procedure”) being applicable.

The parties agree as the place of jurisdiction / seat of the arbitration tribunal:

[ ]  the residence / registered office of the Client

[ ]  the residence / registered office of the Service Provider

[ ]  the location of the construction project, namely

13 **Counterparts**

This contract form will be issued in      counterparts. Each party will receive a signed counterpart.

|  |  |
| --- | --- |
| Place and date  | Place and date  |
| For the Client: | For the Service Provider: |
|       |       |

14 List of appendices

[ ]  1 Staff table with fee categories and fee rates at the time the contract is concluded

[ ]  2 Payment schedule

[ ]  3 Dates and deadlines

[ ]  4 Project organization (partners involved in the project and their contractual relationships)

[ ]  5 Provisions on data exchange and data backup

[ ]  6

[ ]  7

[ ]  others, namely:

*