Paradigm for:

**Handover Protocol (AB92/ABT93)**

MOTORWAY <DESIGNATION> OR section <designation>
Stage <number and designation>
Contract <number and designation>

Partial handover or final handover

When the Contractor for the above Contract <name, address*>* by <letter of date*>*/<site meeting No.*>* had notified for completion the Contract for <handover/partial handover> on <date*>*, a handover procedure <date*>* took place in pursuance of <AB 92 § 28 or ABT 93 § 28>.

Possibly:Partial handover regarding <designation for the works partially handed over> has taken place <date>.

Present:
All participants in the transaction shall be stated

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|  | **Name** | **Company** |
| For the Contractor: |  |  |
| For the Employer: |  |  |

Either:

The Employer refused to receive the Work in that the below-mentioned material defects were established. The Contractor shall submit a new notification of completion.

Material defects:

…...
……
……

If the inspection assesses that there are material defects, you may refuse to receive the work before these defects are remedied, cf. AB 92/ABT 93 § 28, subs. 2.

The above phrasing should be applied, succeeded by a list of the material defects. Subsequently, signing is done, possibly after the contractor’s objections have been entered into the protocol.

When determining whether a material defect exists, special emphasis should be placed on whether – following a specific assessment – the defect in no insignificant way prevents or delays the commissioning of that part of the construction that the contract covers.

As a starting point for the assessment of whether a contract is ready for handover, the following minimum criterion may be applied:

* It shall be possible for the subsequent contractor to take over the work without any additional costs to the employer or, it shall be possible to open the actual road section to traffic.

Examples of compliance of these minimum requirements:

* Bridge constructions must be ready for commission.
* Land contracts shall be completed to such an extent as for the surface of the base course of gravel to be completed between the road edges.
* Surfacing contracts shall be completed to such an extent as for the road to be used by road users.

Or

The following was agreed:

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| 1) | That | the Work is found to have reached such an advanced state that handover may take place. If preferred, it may be stated instead:The Contract Works that include the following Supplementary Works: <to be listed> are found to have reached such an advanced state that handover may take place. |
| 2) | That | works still remain to be completed, cf. enclosed List of Defects, for which defects an amount will be retained, DKK <amount> excluding VAT. The defects must be remedied, for the works stated at item <item on list of defects>, before <date>, for the works stated at item <item on list of defects> before <date>*..............etc.*Otherwise, the Employer can have the actual work done at the Contractor’s expense or, demand a reduction in the contract sum. Release of the retention will be carried out following an overall approval of the defects.At partial handover it may be stated:No separate retention is carried out for defects, as the final quantities have not been settled. At any check measurements not yet undertaken (evenness, friction etc.), it may be stated: These are subject to check measurements not yet undertaken.For defects established during the handover, cf. AB 92/ABT 93 § 31, subs. 1, the employer shall fix a time limit for remedying, cf. AB 92/ABT 93 § 31, subs. 2.If no defects are detected, the clause is omitted. In case of only a few defects, these shall be indicated directly in the handover protocol. If there are many defects, these may be arranged in numbered order in the List of Defects, cf. Paradigm for Handover Protocol.Retention may only be carried out for defects in contract works. The retention shall be realistically fixed (fairly high in order to provide an incentive for the contractor to rapidly undertake remedial action).No retention should be carried out for works postponed (works not yet completed). |
| 3) | That | the Work, moreover, is completed satisfactory, under the provisions of the Contract. |
| 4) | That | Eitherthe Work has been completed within the time limit stated in <reference to the contract or site meeting or the like>.The above phrasing is used when the work is completed on time. If, at the time of handover, it has been settled that an extension of the time limit should be granted, this may be stated in a subsequent sentence.orreferring to the fact, <reference to the contract or site meeting or the like*>,* that the fixed time limit <date*>* has been exceeded with <number of days or weeks*>*. For the delay, the Contractor shall be charged with a total penalty of DKK ………, which will be deducted upon submission of the final invoice. |
| 5) | That | the Employer, as of today, takes over the board as well as the general maintenance of the construction, however, with the exemption of the works stated in the enclosed List of Defects. |
| 6) | That  | the liability for defects ceases <date> In case the contract contains road markings, please state: For road markings which, according to the Road Traffic Act may be overridden, the defects liability period is <x*>* year, <date*>*. For other markings on the carriageway, the defects liability period is <x*>* year, <date*>*. In case the contract contains road markings exceeding 500 running metres, please state: Twice the Contractor submits the results of the reflection measurements: 1) The first time, one year after marking - prior to 1 August.<year> 2) The second time when the defects liability period expires - prior to 1 August <year>.EitherHowever, for the works, stated on the enclosed List of Defects, the defects liability period is not expiring until 5 years after the point in time when these defects have been remedied.orSpecial Provisions……….Cessation of the liability for defects appears from SC Re § 36 – usually, the liability for defects ceases in pursuance of AB 92/ABT 93 § 36, subs. 1.Specific dates shall be stated which are fixed in relation to the (partial) handover. |
| 7) | That | DKK <amount> of the security provided by the Contractor in DKK <amount> shall immediately be released, while the remaining amount of DKK <amount> shall be thus reduced:Date To be reduced with There remains<1 year\*> …… .......<5 years> …… .......The calculation of the reduction of performance bond at handover:In case the conditions of the actual contract regarding performance bond (SC Re section 6(2)-(5)) equals DRD’s phrasing of the SC paradigm: “*After handover, the performance bond shall correspond to 10% of the Contract sum, including supplementary and reduced works”,* the reduction shall be calculated as follows: * At handover, the reduction may be fixed as 10% of “Regulated contract sum”, in the TØS form, for the actual contract. The reduction may also be calculated by means of[Example: Beregning af nedskrivning ved aflevering](http://vejdirektoratet.dk/DA/vejsektor/leverandoerportal/Kvalitetsledelsessystem/Inkoeb/Entreprisestyring/Tilsynogentreprisestyring/Sider/Afleveringsforretning-og-mangelsafhj%C3%A6lpning.aspx).
* Should any major planned activities take place, entailing financial consequences: for the contract sum, it should be considered whether these are to be added to the contract sum prior to the fixing of the reduction.

However, the performance bond shall not be reduced until the final approval of the Work at the 1- and 5-year inspections. The Employer notifies the Guarantor about the reduction of the performance bond, when the inspections have been carried out and any defects have been remedied and approved.\*) For planting contracts, the performance bond shall be reduced to 10% at handover. At the expiry of the 3-year care period the performance bond is to be released.At handover, the reduction of the performance bond appears from SC Re section 6(6). In the protocol, only the reduction directly associated with the partial handover may be stated, in that further reduction will be affected by the subsequent (partial) handover.At the (final) handover, usually, the reduction will appear from AB 92/ABT 93 § 6, subs. 2, subs. 4 and subs. 5, possibly in connection with the provisions in SC Re 6(6) and Re 36. In the protocol, all amounts of reduction shall be entered in DKK, and actual dates shall be fixed in relation to handover and any previous partial handover. |
| 8) | That | inspection of the Work is carried out as follows:<date> at the latest: 1-year inspection <please state whether it is a final or partial handover> <date> at the latest: <x>-year inspection of <the subject for the handover should be described, e.g. planting or road markings>……<date> at the latest: 5-year inspection <please state whether it is a final or partial handover>……The very latest date for a 1-year inspection is entered, as the 1-year date for handover, cf. AB 92/ABT 93 § 37. **PLEASE NOTE:** For the 5-year inspection the corresponding date is no later than 30 workdays prior to the expiry of the 5-year period, cf. AB 92/ABT 93 § 38.For planting contracts, dates shall also be stated for scheduled care inspections:<date>: 1-year plant care inspection<date>: 2-year plant care inspection<date>: 3-year plant care inspection |
| 9) | That | all the Contractor's claims against the Employer – with reference to the <possibly sub-> Contract, including supplementary works <possibly> and excluding works postponed – shall be submitted to the Employer <date> at the latest.The time limit for the contractor’s submission of the final settlement appears from AB 92/ABT 93, § 22, subs. 8, and it is 25 workdays after the handover for building works, 35 workdays for main contracts, and 60 workdays for construction works – except for construction works related to building works. The 60 workdays – which is usual for the Danish Road Directorate – is unreasonably long, and it will probably be possible to reach agreement with the contractor on a shorter time limit in the actual case, e.g. 25 workdays. Thus, the date should not be entered before the transaction itself takes place. |
| 10) | That | the Employer’s recourse against the Contractor is maintained – irrespective of the handover – with regard to obligations towards public sector or private sector employers which the Contractor might have suffered as a result of the Contract. |

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| <city> | the | <date> |
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| For the Contractor |  | For the Employer |
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List of structures included in the Contract

### Annex to the Handover Protocol dated <date>

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| **Construction-ID** | **Construction Designation** |
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# Document Management

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