

## Contract on Work No. MAGTS2100377

Concluded pursuant to Article 536 et al. of Act No. 513/1991 Coll. Commercial Code as amended and in accordance with the legal rules of the Slovak Republic on the provision of service – elaboration of Architectural Study and Project Documentation for construction „Living Square“ in Staré Mesto borough (hereinafter referred to as the „Contract“)

### Article I Parties

#### 1.1. ORDERING PARTY:

Registered office:

**The Capital City of the Slovak Republic Bratislava**

Primaciálne nám. 1, 814 99 Bratislava

Represented by:

Ing. Tatiana Kratochvílová, Deputy Mayor on the basis of Decision No. 6/2021 of the Mayor of the Capital City of the Slovak Republic Bratislava on the signing of papers and legal documents, as amended

ID No.:

00 603 481

Tax ID No.:

2020840283

VAT ID:

not a VAT-payer

BIC:

CEKOSKBX

IBAN:

SK237500000000025827143

Tel.:

02/593 56 701, 02/593 56 703

(hereinafter referred to as the “**Ordering Party**”)

#### 1.2. CONTRACTOR:

Registered office:

**ARGE Atelier Loidl / BPR Dr. Schäpertöns Consult**

Am Tempelhofer Berg 6

10965 Berlin

Legal form:

**ARGE**

Registered in:

Commercial Register, District Court of **Friedrichshain-Kreuzberg, Berlin**,

Section: **Tax Office**, File No. **14/212/05626**,

**DE343371889**, dated **21.06.2021**

Statutory representative:

Bernd Joosten, Dr. Bernhard Schäpertöns (substitute)

ID No.:

L3HF5K08G, CH1HVRKRT (substitute)

Tax ID No.:

4120265369

ID VAT:

SK4120265369

BIC:

BEVODEBB

IBAN:

DE 53 1009 0000 2565 0470 03

Tel.:

+49 30 300 244 50

E-mail:

office@atelier-loidl.de

(hereinafter referred to as the “**Contractor**”)

**Article II**  
**Background and Data**

- 2.1. The basis for the conclusion of this Contract is the Contractor's offer submitted in the competitive dialogue "Námestie SNP and Kamenné námestie, Bratislava, competitive dialogue 2019/2020" for the provision of the service - elaboration of the tender proposal into an architectural and urban study (hereinafter referred to as the "**Tender Bid**", Annex 1) and the preparation of the project documentation for the construction referred to in paragraph 2.3 hereof. The scope of the subject of contract is determined by the Contract. In case of doubt as to the scope of the contract, the interpretation of this Contract shall prevail over other documents relating to the construction (tender documents, original award, etc.).
- 2.2. The Contractor was selected on the basis of the result of a public procurement procedure carried out by competitive dialogue pursuant to Article 74 et seq. of the Public Procurement Act, published in the Official Journal of the European Union under No. 2019/S 237-581585 of 09.12.2019 and in the Public Procurement Bulletin No. 251/2019 of 10.12.2019 under No. 34984 - MDS.
- 2.3. Background data:
- 2.3.1. Construction name: „Living Square“
- 2.3.2. Construction location: Bratislava – Staré Mesto borough
- 2.3.3. Constructor: The capital city of the Slovak Republic, Bratislava  
Primaciálne nám. 1, 814 99 Bratislava
- (hereinafter referred to as the "**Construction**")

2.4. Land identification:

Land parcel	Deed of ownership	Owner
C 21754/3	Not established	The Slovak Republic,
C 8590/25	958	Obchodný dom Bratislava, s.r.o., Kamenné nám. 1/A, Bratislava, ZIP Code 815 61, SR, ID No.: 50061020
C 8590/47	8063	SK Centre a.s., Panenská 24, Bratislava, ZIP Code 811 03, SR, ID No.: 35882981
C 8590/34	958	Obchodný dom Bratislava, s.r.o., Kamenné nám. 1/A, Bratislava, ZIP Code 815 61, SR, ID No.: 50061020
C 8590/27	958	Obchodný dom Bratislava, s.r.o., Kamenné nám. 1/A, Bratislava, ZIP Code 815 61, SR, ID No.: 50061020
C 8590/45	958	Obchodný dom Bratislava, s.r.o., Kamenné nám. 1/A, Bratislava, ZIP Code 815 61, SR, ID No.: 50061020
C 8590/2	958	Obchodný dom Bratislava, s.r.o., Kamenné nám. 1/A, Bratislava, ZIP Code 815 61, SR, ID No.: 50061020
C 8614/4	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C 8614/2	1656	Hlavné mesto SR (the Capital City of the Slovak Republic Bratislava) Bratislava, Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C 8871/1	4949	KOREX TRADE s.r.o., Stromová 6, Piešťany, ZIP Code 921 01, SR, ID No.: 45849218

C	8870/3	4842	Several private owners (2)
C	8864/2	4967	Rowill s.r.o., Klincová 35, Bratislava, ZIP Code 821 08, SR, ID No.: 48288705
C	8871/4	4949	Rowill s.r.o., Klincová 35, Bratislava, ZIP Code 821 08, SR, ID No.: 48288705
C	8878/2	8133	SIPOX HOLDING a.s., Červeňova 28, Bratislava, ZIP Code 811 03, SR, ID No.: 35767014
C	21335/1	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava) , Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/10	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/22	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava) , Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	8590/33	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21754/4	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	8590/6	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/28	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/29	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/30	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/11	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/27	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21549/1	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481

C	21549/2	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21335/2	1656	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21756	8925	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
C	21757	8925	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481
E	8568	8927	the Slovak Republic,
E	8878/1	9388	Several private owners (3), Slovak Land Fund
E	8574/1	9370	Arnošt Forvay
E	8574/2	8925	Hlavné mesto SR Bratislava (the Capital City of the Slovak Republic Bratislava), Primaciálne námestie 1, Bratislava, Zip Code 814 99, SR, ID No.: 603481

### Article III

#### Subject of Contract

- 3.1. The subject of the Contract is the Contractor's obligation to perform a Work for the Ordering Party, as it is specified in paragraph 3.2 hereof, deliver it to the Ordering Party and grant a consent with its use in accordance with this Contract to the Ordering Party and to perform all contractually agreed activities with a professional care. The Ordering party undertakes to take over the duly and timely completed Work from the Contractor and pay the agreed price for the Work specified in Article V hereof to the Contractor.
- 3.2. The Contractor undertakes to do the following in his/her/its own name, at his/her/its own risk, at his/her/its own expense, with professional care, in a proper and timely manner:
- A) **Complete** the competitive proposal for the Architectural Study with the content and in the scope according to Annex No. 2 (hereinafter referred to as the "Architectural Study"), submitted by the Contractor in the framework of the public procurement, with the content that will be in accordance with the zoning plan of the Capital City of the Slovak Republic Bratislava as amended, the zoning decision, the requirements of the relevant regional conservation authority and the requirements of the Ordering Party, including the requirements of the Ordering Party that are beyond the scope of the city's zoning plan and/or the zoning decision, in accordance with the comments made by the jury evaluating the competitive dialogue, which form Annex No. 1 of the Contract for the Ordering Party,  
The object composition or phasing of the Work will include the following parts of the public space and infrastructure:
- Listed objects - Slovak National Uprising Monument and objects that will be the result of the survey of the KPÚ, including archaeologically protected objects, in situ exposition
  - The upper part of Námestie SNP (Slovak National Uprising Square)
  - The central part of Námestie SNP (Slovak National Uprising Square)
  - Námestie Nežnej revolúcie (Velvet Revolution Square)
  - The bottom part of Námestie SNP (Slovak National Uprising Square)
  - Kamenné námestie (Stone Square) earmarked by Špitálska, Dunajská streets and OD Prior

- Klobučnícka street
- Treskoňova street
- Dunajská street
- Utilities and objects
- Traffic infrastructure, modification of local communications and cycle paths
- Stationary traffic – parking areas
- Landscaping
- Modernization of tram line within the areas of interest

B) **Prepare** the project documentation for the construction, or its individual parts as specified in point 3.3. with the following content and in the following scope for the Ordering Party and discusses with all affected entities:

- B.1 Documentation for the zoning decision with the content and scope according to **Annex 3** “Documentation for a Zoning Decision - Content and Scope” (hereinafter referred to as the “**Documentation for Zoning Decision**”)
- B.2. Documentation for a planning permission with the content and scope according to **Annex 4** "Planning Permission Documentation - Content and Scope" (hereinafter referred to as the "**Documentation for Planning Permission**")

(Collectively the terms referred to in paragraphs A) and B) hereinafter referred to as "**Project Documentation**").

Prior to preparing the Project Documentation, the Contractor, in cooperation with the Ordering Party shall be obliged to consult and discuss the supporting documents and the proposed architectural and technical solution with all relevant entities (especially, but not exclusively with administrators/operators of networks, communications and other relevant bodies) so that the first draft of the Project Documentation meets the future requirements as much as possible, comments, opinions and statements of the authorities concerned at the various stages of the construction permit procedure. The opinions of the affected subjects - the parties to the proceedings - provided for by the Ordering Party will be recorded in a separate protocol. In the event that the parties to the proceedings do not provide an opinion no later than 28 days after the submission of the application/proposal by the Contractor or the Ordering Party, the relevant deadline for handing over the work or part thereof shall be extended by the number of days of delay. In the Project Documentation, the Contractor, after consulting the Ordering Party, shall incorporate all relevant comments/conditions which must be implemented in order to obtain a permit/statement of the entities concerned (mostly involved state administration institutions) after the discussion of the Project Documentation by the Contractor with the entities concerned as coordinated with the Ordering Party.

Subsequently, the Ordering Party will ensure all necessary activities aimed at obtaining the necessary decisions, opinions, statements, consents, assessments or measures of the bodies concerned, including state administration and self-government bodies for the relevant proceedings based on the Project Documentation. The Ordering Party will be a party to the proceedings with state bodies, self-governing bodies, concerned bodies protecting public interests according to special regulations and other organizations and will provide the necessary input documents, expert opinions, surveys, professional opinions and standpoints, in particular, but not exclusively dendrological survey, hydrogeological survey, geodetic survey, geometric plans, dispersion study, noise study, archaeological survey, traffic survey, etc. In order to avoid doubts, the Ordering Party or authorised person will perform surveying activities defined in this paragraph and any other activities that are contained in this Contract.

The Contractor shall provide the Ordering Party with consulting cooperation in the zoning procedure and in the building procedure, on the basis of the project documentation included in this contract. The parties have agreed that the costs to be incurred when fulfilling the Contractor's obligation referred to in this paragraph were already included in the price of the Work. All other

comments that do not relate to the comments of state administration institutions will be implemented after consultation with Ordering party and will be evaluated and payed according to article 5.5.

Each subsequent level of Project Documentation will follow the previous Project Documentation, which was discussed with the bodies concerned and which incorporated the relevant requirements, comments, opinions and statements of the bodies concerned in the previous procedure and the previous stage of the Project Documentation. Each subsequent level of Project Documentation will contain and incorporate all relevant requirements, comments, opinions and statements of the bodies concerned in the previous procedure and to the previous stage of Project Documentation.

- C) During the implementation of other stages of the Project Documentation (in particular the project for the implementation of the construction, which will be provided by the Ordering Party) Contractor will supervise the compliance of the project documentation with the architectural study and the project for the zoning and building permit, especially in the part of the zoning, walking surfaces, urban furniture, play elements, lighting, greenery and roads. During the construction of the project, Contractor will occasionally supervise the compliance of the work under construction with the previous stages of the Project Documentation, including the Architectural Study. The remuneration for the performance of occasional professional supervision during the construction execution of the project is not part of this Contract or the contract price of the work, but it will be the subject of a separate contract for the performance of design supervision services during the execution of the construction works, which the Contractor and the Ordering Party are entitled to conclude by mutual agreement after the fulfilment of paragraph 4.3 in relation to paragraph 4.1.1. (i.e. protocol-documented handover/acceptance of the Architectural Study) on the basis of the conditions set out in Annexes 6 and 8 of this Contract.

(Performances under paragraph A), paragraph B) and paragraph C) shall be hereinafter collectively referred to as the "**Work**").

3.3. The content of the Project Documentation stages for each activity is as follows:

### 3.3.1. Architectural Study

**The Architectural Study shall be elaborated by the Contractor for the following objects**

- **The complete disposition and functional design of the public space:** - The Documentation for Construction shall be provided for by the Ordering Party,
  - walkable surfaces,
  - urban furniture,
  - game elements,
  - public lighting,
  - Slovak National Uprising monument,
  - traffic infrastructure
- **Greenery:** - The Documentation for Construction shall be provided for by the Ordering Party,
  - landscaping, parks
- **Surface runoff water treatment:** - The Documentation for Construction shall be provided for by the Ordering Party,
  - rainwater infiltration
  - drainage of reinforced areas, water circulation
- **Archaeology:** - The Documentation for Construction shall be provided for by the Ordering Party, in situ exposition - the Church of St. Lawrence and the Chapel of St. Jacob
- **Tram line:** - The Documentation for Planning Permission and Documentation for Construction shall be provided for by the Ordering Party,
  - tram line modernization, traction
  - platforms
- **Utility networks:** - The architectural Study, Documentation for the Decision on Building Location, Documentation for Planning Permission and Documentation for Construction will be provided for by the Ordering Party.

- The Contractor shall participate in the Architectural Study in the Utilities section exclusively in the following cases:
- The "Utilities" section of this Contract on Work includes only new utilities, facilities and their connections that are related to the architectural design of the squares and utilities that are in conflict with existing structures or where existing utilities are in conflict with the newly proposed objects.
- utility networks and objects - the design of tracing corridor and utility network transshipment points that are in conflict with newly designed structures, specification of networks intended for transshipment shall be provided for by the Ordering Party.

### **3.3.2. Documentation for Zoning Decision**

**The Documentation for Zoning Decision shall be elaborated by the Contractor for the following objects:**

- **The complete disposition and functional design of the public space:**
  - walkable surfaces,
  - urban furniture,
  - game elements,
  - public lighting,
  - Slovak National Uprising monument,
  - traffic infrastructure
- **Greenery**
  - landscaping, parks
- **Surface runoff water treatment**
  - rainwater infiltration
  - drainage of reinforced areas, water circulation
- **Archaeology**
  - IN situ exposition - the Church of St. Lawrence and the Chapel of St. Jacob
- **Utility networks**
  - The "Utilities" section of this Contract on Work includes only new utilities, objects and their connections related to the architectural design of the squares and utilities that are in conflict with existing structures, or where existing utilities are in conflict with newly proposed objects.
- **Tram line**
  - tram line modernization, traction
  - platforms

### **3.3.3. Documentation for Planning Permission**

**The Documentation for Planning Permission shall be elaborated by the Contractor for the following objects:**

- **The complete disposition and functional design of the public space:**
  - walkable surfaces,
  - urban furniture,
  - game elements,
  - public lighting,
  - Slovak National Uprising monument,
  - traffic infrastructure
- **Greenery**
  - landscaping, parks
- **Surface runoff water treatment**
  - rainwater infiltration
  - drainage of reinforced areas, water circulation
- **Archaeology**
  - In situ exposition - the Church of St. Lawrence and the Chapel of St. Jacob
- **Utility networks**
  - The "Utilities" section of this Contract on Work includes only new utilities, facilities and their connections that are related to the architectural design of the squares and utilities that are in

conflict with existing structures or where existing utilities are in conflict with the newly proposed objects.

- 3.4. The Design Documentation stages to be provided by the Ordering Party are as follows:
- **The complete disposition and functional design of the public space - the Documentation for Construction stage - shall be provided for by the Ordering Party**
    - walkable surfaces,
    - urban furniture,
    - game elements,
    - public lighting,
    - Slovak National Uprising monument,
    - traffic infrastructure
  - **Greenery - the Documentation for Construction stage - shall be provided for by the Ordering Party**
    - landscaping, parks
  - **Surface runoff water treatment - the Documentation for Construction stage - shall be provided for by the Ordering Party**
    - rainwater infiltration
    - drainage of reinforced areas, water circulation
  - **Archaeology - the Documentation for Construction stage - shall be provided for by the Ordering Party**
    - In situ exposition - the Church of St. Lawrence and the Chapel of St. Jacob
  - **Tram line - the Documentation for Panning Permission, the Documentation for Construction stages - shall be provided for by the Ordering Party**
    - tram line modernization, traction
    - platforms
  - **Utility networks - the Documentation for Zoning Decision, the Documentation for Panning Permission, the Documentation for Construction stages - shall be provided for by the Ordering Party**
    - utility networks and objects - the design of tracing corridor and utility network trans-shipment points that are in conflict with newly designed structures, specification of networks intended for trans-shipment
- 3.5. The Work shall be performed by its proper elaboration and handing over to the Ordering Party within the deadlines according to point 4.1 of Article IV hereof. When fulfilling the subject of the Contract, the Contractor undertakes to proceed with professional care, according to generally binding legal regulations, valid technical standards applicable to the Work (STN and EN), according to the conditions of this Contract and its Annexes, in accordance with the valid zoning plan, the Tender Bid, Architectural Study approved by the Ordering Party and the relevant Regional Monument Office, follow the Ordering Party's written and accepted instructions, written agreements of authorized representatives of the Parties, and after the agreement with the Ordering Party also according to the decisions and statements of bodies and organizations and participants in zoning and building proceedings and:
- 3.5.1. **the Project Documentation:** it is considered to be elaborated upon its handing over within the deadlines according to this Contract without any defects and by granting the consent of the Contractor for its use by the Ordering Party according to Article IX hereof without limitation;
- 3.6. The Ordering Party undertakes to take over the completed and performed Work from the Contractor in a proper manner and in time and to pay the Contractor the agreed price for its elaboration and execution in the manner and within the deadlines according to the individual provisions contained herein.



**Article IV**  
**Deadlines and Place of Fulfilment**

- 4.1. The Contractor undertakes to duly elaborate, perform and deliver the Work within the following deadlines:

The Contractor shall elaborate and deliver to the Ordering Party the Project Documentation as follows:

- 4.1.1. **Architectural Study within 32 weeks** from the entry of this Contract into effect,
  - 4.1.2. **The Documentation for Zoning Decision within 17 weeks** from the demonstrable delivery of the written request to the Contractor by the Ordering Party to start the implementation of this stage,
  - 4.1.3. **The Documentation for Planning Permission within 16 weeks** from the demonstrable delivery of the written request to the Contractor by the Ordering Party to start the implementation of this stage,
- 4.2. The place of handing over of the Project Documentation according to paragraph 4.1. shall be the registered office of the Ordering Party. The place of consultation of the version of the Project Documentation under development shall be the registered office of the Ordering Party or the Contractor and/or the consultation shall be carried out via video call (on-line).
- 4.3. The deadlines for the performance of the Work under paragraphs 4.1.1, 4.1.2 and 4.1.3 shall be considered observed as long as:
- the Contractor shall submit to the Ordering Party for comments the draft Project Documentation (text part with relevant drawing documentation), which will comprise all accepted comments of the entities concerned after preliminary discussion of the Project Documentation, as well as the accepted comments, opinions and statements of the authorities concerned at various stages of planning permission available) no later than 20 calendar days before the deadline for its submission to the Ordering Party for a period of 12 calendar days. The Parties have agreed that if the Ordering Party comments on the draft Project Documentation for more than 12 calendar days, the deadline for submission of the Work to the Contractor will be postponed by the number of days by which the Ordering Party comments on the draft Project Documentation (i.e. making comments to the concept by the Ordering Party 13 days, the deadline for the handing over shall be postponed by 1 calendar day, etc.) and subsequently
  - the Project Documentation will be taken over no later than the last day of the specific date of performance and the elaborated Project Documentation will be free of any defects and shortcomings and will be inspected by the Ordering Party's authorized representative before acceptance (this inspection shall not deprive the Ordering Party of any rights enforceable from the Contractor); The written inventory of the Project Documentation shall be drawn up in two copies, one for each Party.
- 4.4. Requirements or comments of the Ordering Party regarding the completion, reworking and/or modification of such relevant part of the Work, which arose as a result of non-compliance with the Ordering Party's instructions given to the Contractor or are the result of defective performance of the Work by the Contractor or as a result of breach of the Contractor's obligations to incorporate all relevant and coordinated comments, as well as the requirements, opinions, statements and objections of state administration bodies, local governments, administrators of individual engineering networks and other affected persons, must be removed by the Contractor at his/her/its expense no later than the agreed deadline specified in this Contract for submission of the relevant part of the Work.
- 4.5. The Contractor shall be obliged to convene an initial coordination meeting by video call (on-line) on a secure platform within 14 calendar days of the execution hereof, with the participation of authorized representatives of both Parties, at which the Parties agree in writing on the dates of coordination meetings where the Contractor will inform the Ordering Party on the status of Work in progress. The Parties agree that any communication (i.e. written and/or oral communication) that will take place between the Parties will be in English. The Parties undertake that the dates of the coordination meetings will be within the scope of 1 coordination meeting within 14 calendar days, unless

otherwise agreed by the Parties. The Ordering party shall make a written record of the initial coordination meeting and other coordination meetings, which shall be immediately sent in writing to the contractor. In the event of the need to convene an extraordinary coordination meeting beyond the terms of coordination meetings under the first sentence, either Party shall be entitled to convene a coordination meeting by a written request demonstrably delivered to the other Party at least 5 working days before the proposed date of the coordination meeting. The invited Party shall be obliged to attend such a coordination meeting or to justify its non-participation in writing without delay, stating the objective reasons preventing it from participating and proposing a new deadline as well as the condition of delivery of written notice 5 working days before the proposed deadline. The Parties have agreed that a coordination meeting on behalf of the Contractor may also be carried out through a local Slovak Architectural or Engineering Office, which will have a contract with the Contractor to represent and perform the activities agreed herein in accordance with applicable Slovak law (an agreement between the contractor and the Slovak Architecture or Engineering Office will be added to the contract, if and when this event arises)

- 4.6. The Contractor shall not be in default with the delivery of the Work if the execution of the Work could not be started or had to be interrupted for reasons which objectively or according to valid legislation do not allow the execution of the Work, especially due to (i) changes in transport development infrastructure and/or engineering networks, (ii) the occurrence of property disputes, (iii) inaction of state, or administrative authorities, in zoning proceedings, building proceedings, approval proceedings or in proceedings related to planning permission or approval decisions, (iv) issuing a valid court or administrative decision preventing or restricting the Contractor from fulfilling the subject of this Contract or (v) default of the Ordering Party with the performance of its obligations, if the performance/provision of such performance is a precondition for the performance of the subject of this Contract. In such a case, the Parties undertake to agree in writing in this regard on an appropriate amendment to this Contract
- 4.7. The Contractor shall not be in default with the delivery of the Work if the delay was caused by Force Majeure consisting of an extraordinary, unforeseeable, unavoidable event or an event not caused by the Contractor (i.e. in particular, but not exclusively a natural event, civil unrest, war, pandemic, etc.). The Contractor is obliged to inform the Ordering Party in writing about such impossibility to perform the Work no later than on the next working day following the day when he became aware of the occurrence of such an event. In such a case, the Parties undertake to agree in writing in this regard on an appropriate amendment to this Contract.
- 4.8. If the Contractor completes the Work to the extent and under the conditions agreed in this Contract before the deadlines specified in Article IV of this Contract and prepares it for handing over, the Ordering Party shall be entitled to take over the duly completed Work within the earlier offered date.
- 4.9. The Contractor shall be obliged to inform the Ordering Party in writing of the occurrence of any event affecting the execution of the Work or any part thereof, within 1 working day from the moment when the Contractor became aware of it. If the Contractor fails to fulfil the obligation, he/she/it shall not be entitled to demand the Ordering Party to deem the events as circumstances precluding the delay with the proper completion of the Work within the agreed time.

## **Article V**

### **Price of the Work**

- 5.1. The price for the execution of the Work within the scope of Article III and under the conditions specified in this Contract is determined in accordance with Article 3 of Act No. 18/1996 Coll. on Prices as amended in accordance with the Regulation of the Ministry of Finance of the Slovak Republic No. 87/1996 Coll., which implements the Act on Prices, as amended, and it is binding. The price is specified in euros. The entitlement to receive the price for the execution of the Work arises for the Contractor provided there was the proper and timely execution of the Work under this Contract. By concluding this Contract, the Contractor confirms that the price for the execution of the Work is reasonable with regard to all the circumstances of the execution of the Work and its scope.

- 5.2. Price of the Work represents:
- |                                  |                         |
|----------------------------------|-------------------------|
| Price net of VAT                 | EUR 900,000.00          |
| 20% VAT                          | EUR 180,000.00          |
| <b>Total price including VAT</b> | <b>EUR 1,080,000.00</b> |
- Say: Nine hundred thousand euros net of VAT
- The price for the individual phases, including the remuneration for the licence for the individual phase is as follows:

Documentation stage	Price	
5.2.1 Architectural Study	620,000.00	EUR net of VAT
of which remuneration for the Architectural Study licence	62,000.00	EUR net of VAT
5.2.2 Documentation for Zoning Decision	150,000.00	EUR net of VAT
of which remuneration for the Documentation for Zoning Decision licence	15,000.00	EUR net of VAT
5.2.3 Documentation for Planning Permission	130,000.00	EUR net of VAT
of which remuneration for the Documentation for Planning Permission licence	13,000.00	EUR net of VAT

A detailed specification of the price of the individual parts of the Work forms **Annex 5** “Price of Project Works and Services “. The Parties have agreed that VAT will be added to the prior the Work in accordance with the legislation in force and effect on the date of the tax liability.

In the case of the request of the Ordering Party to increase the number of copies of the corresponding part of the project documentation defined in Annexes 2 to 5, the price for the corresponding reprint and delivery will be as follows:

Project Documentation Section	Price / 1 printout	
Architectural Study	350.00	EUR net of VAT
Documentation for Zoning Decision	500.00	EUR net of VAT
Documentation for Planning Permission	500.00	EUR net of VAT

- 5.3. In order to avoid any doubts, the Parties confirm that, unless expressly otherwise stated in the Contract:
- 5.3.1. the Contractor shall reimburse all expenses, costs and fees necessary for the performance of the subject of this Contract in accordance with Article III hereof;
  - 5.3.2. the price of the Work and any part thereof shall not be affected by inflation, changes in input costs, changes in exchange rates of other currencies against the euro, or any other circumstances.
- 5.4. The price of the work includes all costs for the proper execution of the Work and a reasonable profit of the Contractor, including the costs of all activities, documents and documents required under this Contract. The agreed price also includes all preparatory and ancillary acts and activities of the Contractor that are necessary for the due execution of the Work.
- 5.5. All changes and performances required by the Ordering Party exceeding the scope of the Contract will be dealt with by written numbered amendments to this Contract by mutual agreement of the Parties and after the mutual agreement on the relevant number of hours and unit prices or hourly

rates from this Contract by the Ordering Party, while the following applies to the hourly rates for performances beyond the scope of the Contract:

- shareholder / partner / associate: EUR 150.00
- project manager / senior landscape architect / senior engineer: EUR 120.00
- assistant landscape architect / assistant engineer: EUR: 100.00

- 5.6. If, after concluding this Contract, the Ordering Party decides to limit the scope of the Work, the Contractor shall be obliged to accept such a change in the scope of the Work without objection. In such a case, the Ordering Party shall be obliged to pay only the price reasonably reduced by the number of unrealized units of measurement.
- 5.7. The Contractor undertakes to hand over individual parts of the Project Documentation in level Architectural study, Documentation for Zoning Decision, and Documentation for Planning Permission as complete Work, it means Work cannot be finished as Work in progress.
- 5.8. If the Contractor is not a tax resident in the Slovak Republic, he undertakes to perform all acts required by the law of the Slovak Republic and the European Union in order to be able to supply services in the Slovak Republic for remuneration; in particular, he is obliged to register in the Slovak Republic for VAT.

## **Article VI**

### **Payment Terms and Conditions**

- 6.1. The Parties have agreed that the payment of the price for the Work will be affected on an ongoing basis, based on the invoicing of the parts of the Work actually made and taken over on protocol by the Ordering Party in accordance with paragraph 6.2 of this Article of the Contract.
- 6.2. The Contractor shall issue and send by post to the Ordering Party an invoice for each manufactured and delivered part of the Work in two copies as follows:
  - 6.2.1. An invoice for the Project Documentation, i.e. the Architectonic Study, Documentation for Zoning Decision, and Documentation for Planning Permission shall be issued by the Contractor in accordance with Annex 5 "Price of Project Works and Services" as follows:
    - a) An invoice for the Architectural Study (the total price for the Architectural Study pursuant to paragraph 5.2.1):
      - at the amount of 30% of the price of the relevant part of the Project Documentation (the Architectural Study) after the incorporation of comments made by the jury assessing the competitive dialogue and the presentation of partial outputs from the particular phase by the Contractor, however, not before the expiry of 5 weeks of the period of performance of the subject of the Contract by the Contractor
      - at the amount of 30% of the price of the relevant part of the Project Documentation (the Architectural Study) after the incorporation of comments made by the Ordering Party to the previous draft of the Project Documentation and the presentation of partial outputs from the particular phase by the Contractor, however, not before the expiry of 16 weeks of the period of performance of the subject of the Contract by the Contractor
      - at the amount of 30% of the price of the relevant part of the Project Documentation (the Architectural Study) after the incorporation of comments made by the Ordering Party to the previous draft of the Project Documentation and the presentation of partial outputs from the particular phase by the Contractor,,
      - at the amount of 10% of the price of the relevant part of Project Documentation (Architectural Study) after its review and approval by the Ordering Party and the protocol-documented acceptance by the Ordering Party (and after the remedy of possible small defects revealed upon the acceptance)
    - b) An invoice for the Documentation for Zoning Decision (the total price for the Documentation for Zoning Decision pursuant to paragraph 5.2.2):
      - 30% of the price of the relevant part of the Project Documentation (the Documentation for Zoning Decision) after the presentation of partial outputs from the particular phase by the Contractor, however, not before the expiry of 5 weeks of the period of performance of the subject of the Contract by the Contractor in Documentation for Zoning Decision,

- 60% of the price of the relevant part of Project Documentation (the Documentation for Zoning Decision) after its review and approval by the Ordering Party and the protocol-documented acceptance by the Ordering Party (and after the remedy of possible small defects revealed upon the acceptance)
  - 10% of the price of the relevant project documentation (the Documentation for Zoning Decision) after the entry into force of the zoning decision and the incorporation of changes to the Documentation for Zoning Decision resulting from the conditions of the final Zoning Decision.
- c) An invoice for the Documentation for Planning Permission (the total price for the Documentation for Planning Permission pursuant to paragraph 5.2.3):
- 30% of the price of the relevant part of the Project Documentation (the Documentation for Planning Permission) after the presentation of partial outputs from the particular phase by the Contractor, however, not before the expiry of 5 weeks of the period of performance of the subject of the Contract by the Contractor in Documentation for Planning Permission.
  - 60% of the price of the relevant part of Project Documentation (the Documentation for Planning Permission) after its review and approval by the Ordering Party and the protocol-documented acceptance by the Ordering Party (and after the remedy of possible small defects revealed upon the acceptance)
  - 10% of the price of the relevant project documentation (the Documentation for Planning Permission) after the entry into force of the zoning decision and the incorporation of changes to the Documentation for Planning Permission resulting from the conditions of the final Planning Permission.
- 6.3. Invoices must include all the requisites according to Article 74 of Act No. 222/2004 Coll. on Value Added Tax, as amended, including the name of the building, the building number pursuant to Article II, paragraph 2.3.2 of the Contract and the relevant annex pursuant to Article VI, paragraph 6.1 of the Contract. The basis for issuing the invoice will be an inventory of the documentation taken over by the Contractor, confirmed by the authorised technical supervisor of the Ordering Party, which will be attached to the invoice.
- 6.4. The due date of the invoice shall be 30 days from the date of their delivery to the Ordering Party by post.
- 6.5. In the case the invoice does not contain the requisites specified in paragraph 6.5 of the Contract, the Ordering Party shall be entitled to return it to the Contractor for completion. In such a case, the due date will be suspended and the new due date will begin to lapse upon delivery of the corrected invoice to the Ordering Party.
- 6.6. The Contractor shall not be entitled to demand any advance payments or advances for the price of the Work from the Ordering Party, other than those agreed in this Contract or for any extra works required by the Ordering Party under paragraph 5.5 of the Contract.
- 6.7. At any time, the Ordering Party shall be entitled to unilaterally set off the mature receivables of the Contractor against the recognized receivables from the Contractor under the Contract, in particular but not only due to the enforcement of the entitlement to for contractual penalties, overdue interests or damages. The Contractor shall not be entitled to set off any receivables of the Ordering Party against his/her/its receivables from the Ordering Party.
- 6.8. The Parties have agreed that payments under this Contract should be deemed to have been made in a proper and timely manner if the account of the of entitled Party is credited with them in full on the last day of maturity period at the latest.

## **Article VII**

### **Further Terms and Conditions for Work**

- 7.1. The Contractor declares that he/she/it is authorized and professionally capable to perform all activities that are the subject of this Contract and that he/she/it is duly qualified to perform these activities and the agreed Work in entirety.

- 7.2. The Contractor declares that he/she/it is made familiar with all the facts important for the successful and proper performance of all contractually agreed activities and with all the documents necessary for the due completion and delivery of the Work.
- 7.3. The Contractor declares that he/she/it is able to perform the Work properly and in time under the terms and conditions hereof. The Contractor acknowledges that he/she/it has properly and in detail checked all the documents, documents submitted to him/her/it by the Ordering Party forming Annexes hereto and assesses them as sufficient for the proper execution of the Work.
- 7.4. The Ordering Party undertakes to provide the Contractor, to the extent necessary, with necessary cooperation consisting in particular in the submission of additional data, specification of documents, statements and opinions of the Ordering Party, the need for which arises during fulfilment of the Contract. This co-operation shall be provided by the Ordering Party to the Contractor within a reasonable time after the request, taking into account their nature, or after they have been obtained by the Ordering Party in the course of engineering activities. In special cases, it is possible to mutually agree on an individual deadline.
- 7.5. The Contractor undertakes to inform the Ordering Party about the status of the documentation in progress at coordination meetings, which the Contractor is obliged to organize in accordance with the agreement on the dates of coordination meetings and in accordance with Article IV, paragraph 4.5 of the Contract. In order to avoid doubts, the coordination meeting may also be conducted by video call (on-line) on a secure platform, or in person in the registered office of the Ordering Party and/or by proxy of the Contractor by authorized local Slovak architectural or engineering office, having concluded an agreement with the Contractor to represent it and perform activities. agreed herein in accordance with applicable Slovak law.
- 7.6. The Contractor undertakes to complete the comments from the discussion of the Project Documentation with the entities concerned within the deadline specified in Article IV paragraph 4.3. a) hereof and thus observe the deadlines for the performance of the subject of the Contract.
- 7.7. The Parties undertake to participate in all negotiations necessary for the processing of the relevant Project Documentation.
- 7.8. The Contractor shall be obliged to arrange professional liability insurance for damage caused during the performance of the profession, which could arise in connection with the performance of his/her/its activity or in connection with the performance of the activities of his/her/its employees, namely with the coverage of EUR 3,000,000 for the period until the end of the duration of the construction work, i.e. until 09/2026 as is assumed. The document on professional liability insurance for damage caused during the performance of the profession is Annex 9 hereto. The Contractor undertakes to keep the insurance valid with the agreed coverage for the entire duration of this Contract. The breach of this obligation shall be considered to be a material breach of this Contract.
- 7.9. The Contractor is obliged to perform the subject of the Contract mainly using his/her/its own capacities. The Contractor shall use only professionally qualified personnel for the execution of the Work, in a capacity sufficient for the proper and timely fulfilment of his/her/its obligations under this Contract. The Contractor may authorise another legal entity, i.e. his/her/its sub-contractors to perform part of the Work. In the case a part of the Work is performed by other sub-Contractor, the Contractor shall have the same responsibility as if he had performed the Work himself/herself/itself.
- 7.10. The Contractor shall be obliged under Article 41 Para 3 of the Public Procurement Act to state the data on all known sub-contractors, data on the person authorised to act on behalf of the sub-contractor no later than on the day of concluding this Contract, while stating the name and surname, address of residence, date of birth. Details of the Contractor's subcontractors who will participate in the execution of the work are attached as Annex 9 hereto. The Contractor shall be also obliged to announce in writing any change in the data of the sub-contractor by post to the Ordering Party's address within 48 hours from the moment when the Contractor became aware of the change.

- 7.11. In the case of a change of sub-contractor, the Contractor shall be obliged to notify the Ordering Party of this change no later than 5 working days before its execution, unless shorter period is not agreed in justified cases with the Ordering Party, and to provide all information about it under paragraph 7.10 of this Contract. The change of sub-contractor shall not affect the Contractor's liability for the fulfilment of the Contract.
- 7.12. Only the proposed sub-contractor acting as a substitute for the contractor (local partner) must also meet all legal requirements, including in relation to the Public Procurement Act and Act No. 315/2016 Coll. on the Register of Public Sector Partners. In the case that any authorizations, certificates or other documents have been required in the public procurement for the performance of the activity of the part of the Work provided by the sub-contractor, the Contractor shall be obliged to submit together with the written notification under paragraph 7.11 also the given documents the holder of which is the proposed Sub-contractor.
- 7.13. The Ordering party shall have the right to reject the sub-contractor by delivering a written notice to the Contractor by post, in which the Ordering Party states the reason for rejection (the reason for rejection may be, for example, a reasonably proven bad experience with the sub-contractor). The Contractor undertakes to replace such a sub-contractor without undue delay with a new one, which must also meet all the conditions.
- 7.14. The Contractor and its Sub-contractors, who - if they are obliged to be registered in the Register of Public Sector Partners pursuant to Act No. 315/2016 Coll. on the Register of Public Sector Partners and on amendments to certain acts - are obliged to be entered in the Register of Public Sector Partners for the purpose of providing proper cooperation necessary for the conclusion of the Contract and for the duration of the Contract.
- 7.15. The Contractor is not entitled to transfer any payables and receivables arising from this contract to a third party, nor any rights and obligations arising from the Contract, without the prior written consent of the Ordering Party. In the event that any assignment of the above rights and obligations (including the assignment of receivables) by the Contractor is carried out in violation of the conditions set out in this paragraph of the Contract, such assignment will be absolutely invalid.
- 7.16. The Parties have agreed that in the case of a dispute between the Parties during the performance of this Contract, the Contractor shall not be entitled to arbitrarily unilaterally suspend or stop the performance of activities under this Contract. In the case the Contractor does so, he/she/it shall be obliged to bear all damages incurred by the Ordering Party due to his/her/its action or omission regarding the acts he/she/it was obliged to perform under the Contract.

## **Article VII**

### **Handing over and Taking over of the Work**

- 8.1. The completed Work, or the individual parts of the Work shall be handed over by the Contractor to the Ordering Party within the period specified in the Contract based on a protocol, in the prescribed number of copies in hardcopy and at the same time in an electronic version, 2x in English and the corresponding number in Slovak language according to Annexes 2, 3, 4 to this contract. Signing of the record of delivery and acceptance of the Work (or its individual parts) is a condition for the proper fulfilment of the Contractor's obligation to perform the Work, and a condition for invoicing the price of the Work or its relevant part under Article VI. hereof.
- 8.2. The hardcopy form of the Work (or its parts) will contain all the necessary drawings specified in the Contract and its Annexes, plans and drawings will be folded to A4 format, packed in a solid package and provided with the prescribed header and 2x in slovak version of DZD and DPP duly signed and stamped by responsible persons. Other copies can be digitally signed. Reports can be in A4 or A3.
- 8.3. The electronic version of the Work (or its parts) will be on a CD/DVD and externally accessible data repository established by the Ordering Party and it will contain the complete Work (relevant part of

the Work), while the individual files will be in editable formats - drawings \* .dwg, technical reports \* .doc/\*. docx, tables \* .xls/\*. xlsx, budgets \* .xls/\*. xlsx. In addition, the electronic version will contain a drawing and text part in \* .pdf format as well. The data repository will also serve the purpose of ongoing consultation of the work in progress. The Ordering Party shall create a separate secure access channel for the Contractor on the data repository

- 8.4. The handing over and acceptance of the individual parts of the Project Documentation according to Article VI, paragraph 6.3, letter a) and b) of this Contract shall be performed after their completion without defects and shortcomings. The handing over and acceptance of parts of the Work in accordance with the provisions of Article VI, paragraph 6.3, letter a), b) and c) of this Contract are evidenced by written inventories signed by the Parties and elaborated in accordance with the above provisions. These inventories shall also contain a possible list of detected defects and deadlines for their remedy. The Contractor undertakes to eliminate such defects without undue delay at his/her/its own expense within the time limits under this Contract or under another express agreement of the Parties. In the event that the Contractor does not eliminate the claimed defect within the specified period, the Ordering Party shall be entitled to remove the claimed defect via a third party at the expense of the Contractor.
- 8.5. For the purposes of timely and proper handing over of the Project Documentation, the Parties undertake to proceed in accordance with the provisions of Article IV paragraph 4.3. (a) hereof.
- 8.6. The Ordering Party will not accept the Work or its part if it contains significant defects preventing its proper use.
- 8.7. In the event of termination of the Contract pursuant to Article XIII, paragraph 13.1 hereof, the Contractor is obliged to hand over the unfinished work together with all documents and papers provided by the Ordering Party. At the same time, the Contractor is obliged to hand over to the Ordering Party those documents and papers that relate to the executed parts of the Work and the executed Project Documentation as of the date of termination of the Contract. If the subject of delivery is the Project Documentation, the Contractor shall grant the consent to the Ordering Party to use it in accordance with Article IX hereof without limitation.
- 8.8. The Parties shall make a record of the handover and acceptance of the Work, in which the Parties shall assess the scope and quality of the work performed. The content of the record of Work handing over and taking over shall be the declaration of the Ordering Party that he/she/it takes over the handed over part of the Work or a declaration what were the reasons for refusal to take it over.

#### **Article IX Licensing**

- 9.1. The Contractor hereby grants remunerated, unlimited and exclusive license to the Ordering Party in accordance with the relevant provisions of Act No. 185/2015 Coll. Copyright Act as amended for the use of the Work to unrestricted material and territorial extent and for the duration of property rights to the Contractor's Work. The Contractor, as the author of the Work, or as a person authorized to exercise the property rights of the author of the Work provides the agreed exclusive license for an unlimited period of time (without time limitation) and without territorial limitation to the taken over Project Documentation on the day of its due taking over and the payment of the price.
- 9.2. The Contractor grants consent to any use of the Work in the usual way to the Ordering Party, in particular to make copies of the Work, processing the Work, inclusion of the Work in a collective work, association of the Work with another work, public exhibition of the Work or its reproduction, publication of the Work or its reproduction in any way (including public presentation, publication in the press, on the web, etc.), use of the Work or its part to create a new work, processing of the other stages of Project Documentation, use for the purpose of Work presentation in the proceedings which are necessary, leading to or related to the construction, use for promotion and advertising activities performed in any way for the construction and for the promotion and advertising of the construction.



- 9.3. As long as the copyright to the Work belongs to someone else, different from the Contractor, the Contractor shall secure all rights and/or consents that are necessary for the performances under the paragraph 9.1 and 9.2 of this Article hereof.
- 9.4. The Contractor grants an exclusive license to the Ordering Party for an unlimited period of time (no time limitation) and without territorial limitation and consent to use the work within the scope of the license granted by a third party.
- 9.5. The Contractor gives an unlimited consent to the Ordering Party to assign the license to a third party as well as consent to grant a sub-license within the scope of the granted license, or within any other extent at the discretion of the Ordering Party, without the entitlement of the Contractor to any performance. Reward for the assignment of a license, sub-license and consents under this Article hereof in favour of the Ordering Party is included in the price of the Work. The Parties also have agreed that in the case of license transfer, the Ordering Party shall not be obliged to inform the author/Contractor about the assignee.
- 9.6. The Contractor is not entitled to use the Work (or the part thereof) nor to grant consent to its use to a person other than the Ordering Party.
- 9.7. By handing over the Work (or the part thereof), the Contractor grants free irrevocable consent to the Ordering Party to modify and/or amend the Work to the extent of the entire work and in any way necessary to achieve the purpose implied by this Contract.
- 9.8. The Contractor declares that he/she/it is entitled to grant consent under this Article hereof; in the case the given statement proves to be untrue, he/she/it shall be obliged to compensate for all damage caused to the Ordering Party as well as to third parties.
- 9.9. In the case the Contractor is entitled to the price only for the performance of some of the phases of the work (the phases according to paragraphs 4.1 A) of the Contract), the Ordering Party shall acquire the license as specified in paragraphs 9.1 to 9.8 hereof only after paying the Ordering Party the difference between remuneration for licence granting (which has been set to be EUR X for the purposes of this paragraph) and the portion of the license fee proportionally included in the price for each of the phases of the Work performed.
- 9.10. The Ordering Party undertakes to state the business name of the Contractor as the author of the Work, or as the entity exercising the property rights of the author of the Work, or to designate the Contractor on all copies of the Work in an appropriate manner in the case of each use of the Work, based on the manner of use of the Work in public.
- 9.11. When using the Work, the Ordering Party is obliged to ensure its protection against any derogatory handling that could or would result in damage to the reputation of the Contractor.
- 9.12. The provisions of this Article shall survive the termination and end of the effectiveness of this Contract for any reason.
- 9.13. Upon the cessation of the legal entity - the Ordering Party, the rights and obligations from the license agreement shall be transferred to the legal successor of the Ordering Party.

#### **Article X.**

##### **Warranty Period and Responsibility for Defects**

- 10.1. The Contractor shall be responsible for ensuring that the subject of this Contract is made in accordance with the terms and conditions hereof, responsible for the accuracy, completeness and feasibility of the elaborated Project Documentation under Article 6 of Act No. 50/1976 Coll. on Zoning Planning and Building Regulations (Building Act) as amended and that during the warranty period it will have the characteristics agreed herein.

- 10.2. The Contractor shall be liable for defects in the Project Documentation at the time of its delivery to the Ordering Party and/or which appear during the warranty period. Defects arising after the expiry of the warranty period shall be subject to liability of the Contractor only if they were caused by a breach of his/her/its obligations arising from generally binding legal regulations, technical standards and the Contract.
- 10.3. The Contractor shall not be liable for defects in the Project Documentation caused by the use of documents and items provided by the Ordering Party or inappropriate instructions of the Ordering Party and the Contractor could not reveal their unsuitability even despite all the care, or warned the Ordering Party of it, while the Ordering Party insisted on their application. The Contractor shall be obliged to immediately notify the Ordering Party in writing of the unsuitability of the documents and items submitted by it, as well as of the unsuitability of its instructions.
- 10.4. The warranty period begins from the date of hand over takeover of the relevant Project Documentation to/by the Ordering Party in accordance with the terms and conditions agreed in Article IV hereof and it shall last 5 years. The warranty-based obligations shall be transferred to the possible legal successor of the Contractor.
- 10.5. The Ordering Party undertakes to file a possible claim regarding a defect in the Project Documentation immediately after its finding in writing to the Contractor.
- 10.6. The Parties have agreed that in the case of a defect in the Project Documentation during the warranty period, the Ordering Party shall have the right to request the remedy the defect free of charge and the Contractor shall have the obligation remedy the defect free of charge. In the case the defects are non-remediable, the Ordering Party shall have the right to withdraw from this Contract (or from the relevant part of the Contract), or the right to request a reasonable discount on the price of the Work. The selection and exercise of the rights of the Ordering Party based on the Contractor's liability for defects in the Work shall depend on the will of the Ordering Party. The Contractor's liability for any damage caused by a defect in the Work shall not be affected by the given rights of the Ordering party.
- 10.7. The Contractor undertakes to eliminate the claimed defects of the Project Documentation according to the paragraph 10.5 at its own expense within 7 working days from the notification of the justified written complaint of the Ordering Party, in extraordinary complex cases no later than 10 working days from their notification by the Ordering Party. The notification shall be made by sending a report to the Contractor on defects related to the relevant stage of Project Documentation for which the Contractor is responsible, immediately after the Ordering Party has identified these defects, and shall be obliged to specify such defects. If the Contractor does not remedy the claimed defect within the specified period, the Ordering Party shall be entitled to remedy the claimed defect through a third party at the Contractor's expense, and such costs together with any damage must be paid by the Contractor within 30 calendar days from the date of delivery to the Contractor. In the case the Contractor does not reimburse the costs together with any damage to the Ordering Party within the period specified in the previous sentence, the Ordering Party shall be entitled to set off them unilaterally within the due receivables from the Contractor under this Contract. The taking over of Project Documentation without defects will be carried out in writing with the participation of both Parties.
- 10.8. For the avoidance of doubts, exceeding the amount of actual investment costs for the construction of the "Living Square" in comparison with the projected investment costs, which will be recorded in the itemized budget for the various stages of the Project Documentation shall not be a defect of the Project Documentation.
- 10.9. The Contractor shall be fully responsible for the complexness of the bill of quantities submitted, he/she/it shall be responsible for the fact that the bill of quantities represents the actual scope of works required to complete the construction and is fully consistent with other submitted documentation, namely the drawing part, technical report and other parts of Project Documentation. The level of detail of each bill of quantities will be in accordance to the level of the planning stage.

10.10. The Contractor shall be obliged to immediately inform the Ordering Party of all facts that have or could affect the change of the instructions given by the Ordering Party.

10.11. The warranty period shall not lapse under the condition that the Ordering Party may not use the Work due to its defects, the remedy of which it claimed from the Contractor.

## **Article XI**

### **Contractual Penalty, Overdue Interests and Indemnity**

11.1. In the case the Contractor is in delay with handing over of the subject of the Contract within the contractually agreed term of fulfilment pursuant to Article IV of this Contract or subsequent agreed date by both parties, he/she/it shall pay a contractual penalty to the Ordering Party amounting to 0.1% of the price of the part of the Work with which he/she/it is in delay (net of VAT) for each day of delay with handing over of the Work or its relevant part until it is taken over by the Ordering Party.

11.2. If the Contractor fails to remedy any defects in the Work during the warranty period under Article X paragraph 10.7 hereof, he/she/it shall pay a contractual penalty of EUR 100 per day for each defect and for each day of delay until their proper remedy.

11.3. In the case of delay of the Party with the payment of the due invoice, the Party in default shall pay overdue interest of 0.1% of the due amount of the price net of VAT for each, even started, day of delay until its regular payment.

11.4. The parties shall be entitled to claim damages caused by a breach of the obligations subject to the contractual penalties agreed under this Contract, including damages in excess of the agreed contractual penalties.

11.5. In the case the Contractor does not participate in the negotiations necessary for the processing of the relevant Project Documentation according to paragraph 7.7, he/she/it shall be obliged to pay a contractual penalty to the other Party of EUR 250 for each individual non-participation, unless he has requested a change of date at least one day in advance.

11.6. In the case the Contractor does not convene an initial coordination meeting under paragraph 4.5, or does not convene coordination meetings within the specified deadlines under paragraphs 4.5 and 7.5, he/she/it shall be obliged to pay a contractual penalty to the Ordering Party of EUR 250 for each individual breach of this obligation.

11.7. In the case of a breach of the Contractor's obligation to return items intended for the execution of the Work, which are the property of the Ordering Party, the Contractor shall be obliged to pay a contractual penalty to the Ordering Party amounting to EUR 100 for each day of delay until the obligation is fulfilled.

11.8. In the case of the application of a contractual penalty, overdue interest or indemnification, the entitled Party shall issue a special invoice stating the exact reason for issuing the invoice with reference to the relevant provision of the Contract. Such an invoice shall be due within 14 days from the date of its delivery to the obligated Party by post.

11.9. The payment of any contractual penalty under this Contract does not release the Contractor from the obligation to fulfil the breached obligation.

11.10. The total aggregate amount of the contractual penalties referred to in this Article may not exceed 20% of the price of the Work of Contract.

**Article XII**  
**Other Stipulations**

- 12.1. The items intended for the performance of the Work belonging to the Ordering Party must be returned by the Contractor after their use no later than on the day of delivery of the relevant portion of the Work.
- 12.2. The Contractor undertakes to ensure the continuous archiving of all documents relating to the individual parts of the Work (Project Documentation, drawings, files and necessary documentation) for the period of Work construction, while the Contractor shall submit this documentation to the Ordering Party within the deadline specified in the Contract together with the delivery of the relevant portions of the Work at the latest, unless otherwise specified by the Ordering Party (e.g. when the Ordering Party requires sooner handing over of the documentation).
- 12.3. In the case the Contractor takes over any data, items or documents from the Ordering party or from a third party on its behalf from, he/she/it shall be obliged to keep these for the needs of the Ordering Party for the duration of the Work construction. The Contractor shall be obliged to hand over the data, items or documents to the Ordering Party upon the completion and handing over of the entire Work at the latest. The Contractor shall be liable for any damage arising from the above-mentioned data, items or documents taken over by him/her/it during the execution of the Work.
- 12.4. The ownership right and responsibility for the risk of damage to the completed item shall be transferred to the Ordering Party by taking over the relevant Project Documentation by the Ordering Party.
- 12.5. The Parties have agreed not to provide third person with technical and professional information which they come into contact with during the performance of the subject of the Contract and which the Parties declare to be the subject of trade secret. The Contractor undertakes to maintain confidentiality about the facts stated herein as well as the facts of which the Contractor learned while fulfilling the subject of this Contract and in connection with the performance of this Contract. The Parties may provide facts within the meaning of the preceding sentence to a third party only based on the prior written consent of the other Party or in cases where such an obligation is implied by the applicable law or a valid decision of a state body or administrative body.
- 12.6. Everyone who participates in the preparation and elaboration of the documentation for tender documents for public procurement shall be obliged under the Public Procurement Act to maintain confidentiality of their contents until the day when they are provided to tenderers or interested parties. The Contractor shall provide the Ordering Party (the public procurer) with a written declaration of this fact upon the handing over of the job confirming the impartiality and confidentiality of the processed information.

**Article XIII**  
**Contract Termination**

- 13.1. The Parties agreed the Contract may be prematurely terminated only by one of the following ways:
  - (a) by a written agreement of the Parties;
  - (b) by a withdrawal from the Contract by the Ordering Party under paragraph 13.2 below;
  - (c) by a withdrawal from the Contract by the Contractor under paragraph 13.3 below;
  - (d) by a withdrawal under paragraph 13.5 and 13.6
  - (e) based on the written notice of the Ordering Party.
- 13.2. The Ordering Party shall be entitled to terminate the Contract by a written withdrawal from the Contract delivered by post to the Contractor in the following cases:
  - (a) if, during the term of this Contract, the Contractor's assets have been declared bankrupt, or the insolvency proceedings have been discontinued for the lack of assets, or the insolvency bankruptcy has been cancelled for the lack of assets, or restructuring has been permitted, or if the Contractor has entered into liquidation;

- (b) if the Contractor does not perform the Work in accordance with this Contract, the initial documents from the Ordering Party, in accordance with the interests of the capital city of the Slovak Republic Bratislava or any other document elaborated under this Contract, and the Contractor does remedy it within an additional period of 7 working days based on the written request of the Ordering Party,
  - (c) if the Contractor is in delay with the fulfilment of the obligation under this Contract and this delay is not eliminated within 10 calendar days from the written request of the Ordering Party or the construction and technical supervision delivered by post,
  - (d) if the Contractor or sub-contractor who is obliged to register in the Register of Public Sector Partners under Act No. 315/2016 Coll. on the Register of Public Sector Partners and on the amendment of certain acts, was not registered in the Register of Public Sector Partners during the validity of the Contract or if he/she/it was deleted from the Register of Public Sector Partners or was legally banned from participating in public procurement confirmed by a final decision,
  - (e) if it is proved that the Contractor has performed an act aimed at the transfer of the Contractor's payables and receivables from this Contract to a third party (this is without prejudice to the invalidity of such assignment under this Contract),
  - (f) if the Contractor violates or fails to comply with any other provision of this Contract and does not make remedy within an additional period of 10 working days on the basis of a written request from the Ordering Party,
- 13.3. the Contractor shall be entitled to terminate this Contract by written withdrawal from the Contract delivered by post to the Ordering Party, if the Ordering Party is in default with payment under this Contract by more than 30 calendar days after delivery of the request to the Ordering Party to pay the amount due under this Contract by post.
- 13.4. Upon delivery of the withdrawal from the Contract to the other Party, this Contract shall be terminated, while the withdrawal from the Contract does not affect the right to damages, contractual penalty or other provisions which with regards to their nature should exist also after termination of this Contract (liability for defects of delivered parts of the Work, etc.).
- 13.5. If Force Majeure (e.g. war, civil unrest, strike concerning the entire construction sector, etc.), which was notified to the other Party prevents the execution of a substantial part of the Work for a continuous period of 30 calendar days, the Ordering Party shall be entitled to terminate this Contract, namely with immediate effect, by sending a written notice of termination to the Contractor by post.
- 13.6. If, during the inspection of the performance of the Work, the Ordering Party finds out that the Contractor is performing the Work in violation of his/her/its obligations and does not arrange a remedy even within a reasonable time, i.e. 7 working days from the date of notification of the Contractor by the Ordering Party and the procedure of the Contractor would undoubtedly lead to a material breach of the Contract, the Ordering Party shall be entitled to withdraw from the Contract.
- 13.7. The Ordering Party shall be entitled to terminate the Contract without stating the reason with a one-month notice period, which begins to lapse from the first day of the month following the month in which the notice was delivered to the Contractor.
- 13.8. Even after the completion of the Work under this Contract, the Contractor undertakes to provide the Ordering Party with the necessary cooperation so that the Ordering Party incurred no damage and the further course of the execution of the Work is not affected or prevented in any way. Otherwise, the Contractor shall be liable to the Ordering Party for the damage.

#### **Article XIV**

##### **Legal Relation Arrangement after the Contract Termination**

- 14.1. In the case of the termination of the Contract under Article XIII, the settlement of obligations between the Parties shall be made by the Parties, in cooperation with the building and technical inspectorate,

determining the total amount for which an invoice should be issued on the effective date of termination as if it was not terminated; the amount thus determined shall be paid by the Ordering Party to the Contractor, taking into account payments already effected. The Parties shall take into the progress of the Work and that there have to be complete and finished parts of the Work, which would be usable and 7 utilizable by the Ordering Party, while the Contractor shall be obliged to proceed in accordance with paragraph 5.7 of Article V hereof.

14.2. Upon termination of this Contract, all rights and obligations of the Parties shall terminate, except for the following:

- (a) the Contractor shall be obliged, in case of termination of the Contract according to paragraph 13.1 letter. b), c), d) to hand over to the Ordering Party the Work and all the documents and items necessary for the completion of the Work, made or taken over by the Contractor in accordance with this Contract, without undue delay no later than 3 working days from the date of termination of the Contract by withdrawal from the Contract by the Ordering Party
- (b) in the case of termination of the Contract according to paragraph 13.1 letter a), e), on the day of termination of the Contract, the Contractor shall be obliged to hand over to the Ordering Party the Work and all documents and items necessary for the completion of the Work, which were made or taken over by the Contractor in accordance with this Contract
- (c) The termination of this Contract shall not affect the following:
  - (i) claims of the Parties for payment of contractual penalties, overdue interests and indemnification;
  - (ii) claims for indemnification and all reasonable costs incurred by the Party in the circumstances that led to the termination of this Contract;
  - (iii) rights from liability for defects and from warranty for completed parts of the Work;
  - (iv) a license for the completed parts of the Work under Article IX hereof
- (d) any other provisions which, with regards to their nature, have to exist after the termination of this Contract.

14.3. In the case of termination of the Contract under Article XIII hereof, the Contractor will not request the permission to perform design supervision of the future construction and will not perform such design supervision, while the Ordering Party shall be entitled to make any changes and future interventions on the construction, regardless of whether such changes or interventions will be having an impact on the value of the architectonic work, with which the Contractor expressly agrees.

#### **Article XV**

##### **Delivery and Authorised Persons**

15.1. Unless expressly otherwise stated in the Contract, all notices or documents of the Parties relating to the Contract shall be delivered to the other Party in writing, by post or electronically.

15.2. When delivered by post, the sending Party shall be obliged to send the consignment to the address of the registered office of the receiving Party as a registered letter. The consignment shall be considered to have been delivered on the day indicated on the delivery note. In the case of return of an undelivered or refused consignment duly sent in accordance with the first sentence to the other Party, the consignment shall be considered to have been delivered on the fifth day of demonstrable dispatch of the consignment to the other Party, even if the addressee was not aware of its contents.

15.3. When delivered electronically, the sending Party shall be obliged to send the notification or documents by e-mail to the e-mail address of the designated person according to paragraph 15.4 and 15.5 and at the same time always in a copy, in case of delivery to the sender to the e-mail address ..... and in case of delivery to the Contractor to the e-mail address ..... and .....

15.4. Unless expressly otherwise stated in the Contract, all notices or documents of the Parties relating to the Contract shall be delivered to the following persons to the following addresses:

- 15.4.1. in the case of the Ordering Party:  
to the hands of the statutory representative (Director) of the Ordering Party to the mailing address or e-mail specified in the heading hereof,
- 15.4.2. in the case of the Contractor:  
to the hands of the statutory representative of the Contractor to the mailing address or e-mail specified in the heading hereof;  
or to such an address that will be announced to the other Party in accordance with this Article.
- 15.5. In order to avoid any doubts, the Parties have agreed that all invoices issued by the Parties under the provisions of this Contract as well as all notices and documents relating to the substance of this Contract, its amendments and supplements or affecting the amendment of this Contract shall be delivered by the Parties by post.
- 15.6. The authorized employees pursuant to the paragraph 15.5 hereof shall be entitled to communicate electronically within the powers arising from their job or this Contract.
- 15.7. In order to avoid any doubts, the Parties declare that, apart from the statutory representatives of the Parties, no other persons involved or non-participating in the performance of this contract shall have the right to negotiate any changes to the provisions hereof or the amendments hereof or change the agreed scope, price or terms of Work performance.

#### **Article XVI Final Stipulation**

- 16.1. Amendments to this Contract can only be made in the form of mutually agreed written Amendments executed by both Parties.
- 16.2. The Parties undertake to express themselves to the written draft Amendment to this Contract delivered to the other Party by post within 5 calendar days of the delivery of the draft Amendment to the other Party. For the same period, the proposing Party shall be bound by the draft.
- 16.3. The legal relations established by this Contract shall be governed by the law of the Slovak Republic. The legal relations not specifically regulated by this Contract shall be governed by the relevant provisions of Act No. 513/1991 Coll. Commercial Code, as amended, by the supporting provisions of Act No. 40/1964 Coll. Civil Code, as amended, and other generally binding legal regulations applicable in the territory of the Slovak Republic.
- 16.4. If any provision of this Contract becomes invalid in entirety or in part as a result of its conflict with other legal regulations of the Slovak Republic, it will not cause the invalidity of the entire Contract. In such a case, the Parties undertake to immediately replace the invalid provision with a new valid provision by mutual negotiation so that the purpose of the Contract and the contents of individual provisions of this Contract would remain preserved.
- 16.5. The Parties have agreed that the payables and receivables arising from this contractual relationship may not be assigned to any third party, nor is it possible to establish a lien over them, unless otherwise agreed by the Parties in writing.
- 16.6. The Contract shall enter into force on the day of its execution by both Parties and into effect on the day following the day of its publication on the website of the Ordering Party.
- 16.7. The Contract is made in five copies with the validity of the original, of which two copies are for the Contractor and three for the Ordering Party.
- 16.8. This Contract is made in an identical wording in Slovak and in English. Both texts of the Contract are legally binding, while in case of differences and inconsistencies, the English text shall prevail.

16.9. The following Annexes are the integral part hereof:

- **Annex 1 Tender Bid** submitted by the Contractor in the Public Tender Process
- **Annex 2** Architectural Study - contents and scope
- **Annex 3** Documentation for Zoning Decision - contents and scope
- **Annex 4** Documentation for Planning Permission – contents and scope
- **Annex 5** Price of Project Works and Services
- **Annex 6** Performance of design Supervision
- **Annex 7** Data about Sub-suppliers
- **Annex 8** Conditions for the design Supervision Performance during the construction works
- **Annex 9** Proof of Professional Liability Insurance for Damage Caused while Exercising the Profession for Insurance Coverage of EUR 3,000,000

16.10. The Parties declare their contractual freedom is not limited in any way, they have read the Contract and have understood its contents. The contents of the Contract correspond with their real, free and serious will. They have not concluded it in distress, in error or under apparently unfavourable conditions, on the witness whereof they set their hands hereunto to acknowledge it.

**Ordering Party:**

Done in Bratislava, on 30.03.2022

**Contractor:**

Done in Berlin, on 01.02.2022

.....  
**The Capital City of the Slovak Republic**  
**Bratislava**  
Ing. Tatiana Kratochvílová  
Deputy Mayor

.....  
**ARGE Atelier Loidl /**  
**BPR Dr. Schäpertöns Consult**

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Contract published on: 31.03.2022



*ANNEXES*

**TENDER BID SUBMITTED BY THE CONTRACTOR IN THE PUBLIC TENDER PROCESS**

**DOCUMENTATION FOR Architectonic Volume Study  
- SUBJECT, CONTENTS AND SCOPE**

The Architectural Study should determine the main shape elements of the construction, urban, architectonic, artistic, layout and operational, interior, structural and material solutions of the future construction, as well as the basic economic parameters of its construction.

The Documentation for the Architectural Study will be the basis for elaboration of the other stages of project documentation, while not all the elements contained in the Architectonic Study must be further elaborated in the subsequent Project Documentation (the content and scope of the subsequent Project Documentation is subject to contractual arrangement and other agreements between the Ordering Party and the Contractor).

**Subject of the Architectural Study**

- **The complete disposition and functional design of the public space:**
  - dismantling and demolition works
  - walkable surfaces,
  - urban furniture,
  - game elements,
  - public lighting,
  - Slovak National Uprising monument, fountain
  - traffic infrastructure
- **Greenery**
  - landscaping, parks
- **Surface runoff water treatment**
  - rainwater infiltration
  - drainage of reinforced areas, water circulation
- **Archaeology**
  - In situ exposition - the Church of St. Lawrence and the Chapel of St. Jacob
- **Tram line**
  - tram line modernization, traction
  - platforms
- **Utility networks**

**Content and scope of the Architectural and Volume Study:**

- A. Text section**
- B. Drawing section**
- C. Estimated construction costs**
- D. Visualisation (optional)**

## **Part A**

- Basic data:
  - Subject of architectonic design
  - Client
  - Contractor and author of the design;
  - Proposed capacities, area and spatial balance sheets
  - The list of source material used
- Urban solution:
  - Architectonic and spatial plus functional and operational integration into the environment and on communications and utility networks
  - The design of roads, bike paths, parking lots and footpaths
  - Area and spatial balances
  - Capacities, supposed deadlines for preparation and implementation of the construction
- Architectonic design:
  - Material and spatial, functional, dispositional and operational, material plus artistic and compositional solution
- Basic design and technical solution
  - General description of the proposed load-bearing system
  - General description of technical equipment
  - General description of the supposed technological equipment required for operation and the achievement of the standard required by the Ordering Party
  - Basic concept of fire protection

## **Part B**

- Situation drawing (the integration of the proposed construction into the surrounding environment with emphasis on the material and spatial division, artistic and compositional solution and transport connection), in a scale of 1:500 drawing the design on the cadastral map
- layout plans in a scale of 1:200 with a drawing of the basic equipment of the construction characterizing its functional use and the possible organization of its spaces
- Characteristic sections and views in scale of 1:200 documenting the material- and spatial solution, height arrangement, material and colour design of the construction
- simplistic spatial projection if necessary documenting the spatial and artistic design of the construction, as well as its integration into the surrounding environment
- Drawing of the design into the cadastral map
- The situation of wider relations - drawing buildings, roads, bike paths, parking lots, footpaths, greenery,...

## **Part C**

Bill of quantities - the expression of individual construction and assembly works in the form of volume and area indicators for every construction object in the units of measurement (lengths, areas, cubic capacities, quantities). One bill of quantities should be elaborated for every construction object separately (construction and equipment, external utility networks, reinforced areas).

The technical requirements may not refer to a specific manufacturer, manufacturing process, trade name, patent, type, region or place of origin or manufacture, if this would disadvantage or exclude certain candidates or goods, unless it is required by the subject of the contract. Such a reference may be used only

if the subject of the contract /item/ cannot be described with sufficient precision and clarity, and such a reference must be accompanied by the words "or equivalent".

The Contractor shall state what is considered to be equivalent with an indication of all the parameters to be examined in the case of equivalence, while justifying why the parameter is needed. The description of the subject of fulfilment may not refer directly or indirectly to one manufacturer or its product.

**Part D (optional)**

**Visualisation:**

- at least different 4 views
- Additional fee according to 5.5.

The Architectural and Volume Study will be elaborated as a detail specification (detailing) of the winning tender bid of the Contractor from the design competition so that it would reflect the conditions specified by this Contract.

A part of the preparation of the study will be the layout concept following the winning proposal from the design competition, which will be consulted/commented by the investor (technical supervision of the Ordering Party) with a written instruction from the Ordering Party (technical supervision of the Ordering Party). The Ordering Party also reserves the right not to accept the concept and request another/more suitable study design.

**Number of copies of the Documentation**

The elaborated material in 12 copies (10 SVK + 2 ENG) in hardcopy and in 2 copies in electronic form on a storage medium (CD).

**All parts of the Project Documentation of the Architectural Study will also be stored on a data repository set up by the Ordering Party.**

**Supporting documents on utility issues for the Architectural Study will be supplied to the Contractor by the Ordering Party.**

## **DOCUMENTATION FOR ZONING DECISION**

### **- SUBJECT, CONTENTS AND SCOPE**

The Documentation for Zoning Decision (hereinafter referred to as the “Documentation for Zoning Decision”) regards the construction placement, it contains the basic annexes required for the application for the zoning decision (the decision on construction placement). The technical solution determines the basic characteristics of the construction, its relationship to the environment and ensures the coordination of constructors in the territory.

The Documentation for Zoning Decision serves as an annex to the proposal for the issuance of the zoning decision and it must meet all the necessary conditions for its issuance.

The documentation will also serve as a basis for processing the documentation for planning permission (hereinafter referred to as the “Documentation for Planning Permission”)

### **Subject of the Documentation for Zoning Decision:**

- **The complete disposition and functional design of the public space:**

- dismantling and demolition works
- walkable surfaces,
- urban furniture,
- game elements,
- public lighting,  
Slovak National Uprising monument, fountain
- 
- traffic infrastructure

- **Greenery**

- landscaping, parks

- **Surface runoff water treatment**

- rainwater infiltration
- drainage of reinforced areas, water circulation

- **Archaeology**

- In situ exposition - the Church of St. Lawrence and the Chapel of St. Jacob

- **Tramway**

- tram line modernization, traction
- Platforms

- **Utility networks**

- - - only new utilities and their connections necessary for the design of the squares and indications where existing network is in conflict with newly designed structures

Contents of the Documentation for Zoning Decision is governed by the Regulation of the Ministry of Environment of the Slovak Republic No. 453/2000 Coll. for Article 35 of the Building Act.

**Contents and scope of the Documentation for Zoning Decision:**

- A. Accompanying Report**
- B. Drawings (Documentation for Construction Objects)**
- C. Bill of Quantities**
- D. Geodetic Documentation - the geodetic survey will be ensured and delivered by the Ordering Party**

**Parts A and B**

Part A - Accompanying Report

- Basic data
  - Data about the structure (name of the structure, character of the structure, place of structure, plot Numbers and cadastral territory)
  - Data on the Ordering party
  - Data on Contractor
    - project developer
    - author of architectonic design
    - Chief Designer (authorized architect or authorized civil engineer)
    - Responsible designers for the individual professions (authorized civil engineer for each profession)
    - area and spatial balance
    - recapitulation of water and energy supply requirements
    - division of the construction into construction objects and operating sets and into time stages
    - The list of source material used
- Characteristics of the territory
  - The evaluation of the area, including hydrological and geological conditions (as mentioned in the geological investigation report provided by the Ordering Party)
  - the protection zones and conservation areas concerned (Information provided by the ordering Party)
- Urban solution
  - integration of the construction into the territory
  - The inventory of proposed building plots, data on compliance of the proposal with the zoning and planning documentation (if approved)
- Architectural solution
  - Material and spatial, functional, dispositional and operational, material plus architectural and compositional solution
  - basic design and technical solution
  - description of structural elements, main construction production and auxiliary construction production
- Addressing fire protection requirements
- Addressing civil protection requirements
- Addressing technical and transport infrastructure issues
  - building requirements for sewerage and drinking water, domestic hot water and energy supply
  - waste disposal requirements
  - connection to the existing utility networks and equipment
  - intra-block infrastructure solution
  - transport solutions, in particular connections to public roads (Information provided by the ordering Party)
  - calculation of static transport demands (Information provided by the ordering Party)

## **Part B. Drawings (Documentation for Construction Objects)**

All construction objects addressed in the study will be processed, taking into account the comments of state authorities and institutions that expressed themselves to the study.

- Drawing of broader relations with the designation of the proposed construction objects and boundaries of the area drawn in the map base at a scale of 1:1000
- The situational drawing of the current state of the territory with the drawing of the proposed construction objects (the subject of zoning proceedings), their topographical and elevation position, distances from neighbouring objects and other links to the surroundings, made in scale of the cadastral (land) map in a copy that guarantees the stability of print, used as the annex to the zoning decision bearing the stamp of the building authority.
- coordination drawing usually at a scale of 1:500 with the drawing of the proposed construction objects, construction sites and their links to the surroundings, in particular to existing and proposed public or special-purpose roads and utility networks, protection zones and protected objects, or demolition of stands intended for felling
- layout plans, sections, views in scale of 1:200, plus simplistic axonometry, perspectives, or sketch into the photograph if necessary, characterizing the architectural and dispositional design of the proposed construction objects.

## **Part C Estimation of Construction Costs**

Bill of quantities - the expression of individual construction and assembly works in the form of volume and area indicators for every construction object and for every profession within the given construction object. The expression in units of measure (lengths, areas, cubic capacities, quantities). One bill of quantities should be elaborated for every construction object separately (construction and equipment, utility networks, reinforced areas, roads).

The technical requirements may not refer to a specific manufacturer, manufacturing process, trade name, patent, type, region or place of origin or manufacture, if this would disadvantage or exclude certain candidates or goods, unless it is required by the subject of the contract. Such a reference may be used only if the subject of the contract /item/ cannot be described with sufficient precision and clarity, and such a reference must be accompanied by the words "or equivalent".

The Contractor shall state what is considered to be equivalent with an indication of all the parameters to be examined in the case of equivalence, while justifying why the parameter is needed. The description of the subject of fulfilment may not refer directly or indirectly to one manufacturer or its product. (construction and equipment).

## **Part D. Geodetic Documentation – to be provided by the Ordering Party:**

**The geodetic survey** will include topographical and elevation survey of the area at the construction site as a basis for project work, including the territory for connection to the existing transport infrastructure and utility networks in accordance with the applicable technical standards.

Geodetic works will include:

- topography and elevation survey,
- verification of the course of utility networks with their administrators.

The project documentation will be elaborated to the extent necessary for the issuance of the zoning decision. The Contractor shall also elaborate other parts of the documentation in the case they are requested by the bodies and organizations concerned in the process of zoning proceedings.

**Number of copies of the Documentation**



The number of copies of the Documentation for Zoning Decision to be handed over by the Contractor to the Ordering Party within the agreed price shall be as follows:

Part A, B, C - 17 copies (15 SVK 2 ENG) in hard copy and 2x on CD

**All parts of the Project Documentation of the Documentation for Zoning Decision will also be stored on a data repository set up by the Ordering Party.**

**Supporting documents on utility issues for the Documentation for Zoning Decision will be supplied to the Contractor by the Ordering Party.**

**DOCUMENTATION FOR PLANNING PERMISSION  
- SUBJECT, CONTENTS AND SCOPE**

The Documentation for the Planning Permission (hereinafter referred to as the “Documentation for Planning Permission”) must meet the conditions of the zoning decision and serves as an Annex to the application for a planning permission in order to obtain the planning permission.

The Documentation for Planning Permission must be elaborated in accordance with Act no. 50/1976 Coll. on Zoning Planning and Building Regulations (Building Act) as amended, the Regulation of the Ministry of the Environment of the Slovak Republic No. 532/2002 Coll. laying down details of the general technical requirements for construction works and of the general technical requirements for constructions used by persons with reduced mobility and orientation ability in accordance with the applicable STN and other applicable legislation.

**Subject of the Documentation for Planning Permission:**

• **The complete disposition and functional design of the public space:**

- dismantling and demolition works
- walkable surfaces,
- urban furniture,
- game elements,
- public lighting,
- Slovak National Uprising monument, fountain
- traffic infrastructure

• **Greenery**

- landscaping, parks

• **Surface runoff water treatment**

- rainwater infiltration
- drainage of reinforced areas, water circulation

• **Archaeology**

- In situ exposition - the Church of St. Lawrence and the Chapel of St. Jacob

The content and scope of the Documentation for the Planning Permission (in accordance with the implementing regulation to the Building Act, Articles 8 - 9 of the Regulation of the Ministry of the Environment of the Slovak Republic No. 453/2000 Coll. And with No. 364/2004 Coll., the Water Act and amending Act of the Slovak National Council No. 372/1990 Coll. on offences as amended (the Water Act) as well as with 135/1961 Coll., the Act on Roads):

**1. DOCUMENTATION**

**A. Accompanying Report**

**B. Summary Technical Report**

**B.1 Fire Protection of the Construction**

**C. General Situation of the Construction (Building-up Plan)**

**C.1 Situation of the Construction (of each Object) made on the basis of a cadastral map**

**C.2 Layout Drawing of the Construction**

**D. Coordination Drawing of the Construction**

**E. Documentation and Construction Drawings of overground and utility objects**

- F. Construction organization project (including transport organization project during the Construction)**
  - 1) **Technical report**
  - 2) **Situation of construction organization at a scale of 1:500**
  - 3) **Preliminary construction schedule**
  - 4) **Transport organization project during the Construction**
- G. Documentation of operating sets (M 1:100)**
- H. Documentation for the proprietary arrangement (provided by the Ordering Party)**
- J. Total construction costs**
  - 1) **Operating sets**
  - 2) **Construction objects**
  - 3) **Ancillary costs**
  - 4) **Costs of preparation and provision of construction,**

The documentation will be elaborated to the extent necessary for the issuance of the planning permission. The Contractor shall also elaborate other parts of the documentation in the case they are requested by the bodies and organizations concerned in the process of planning proceedings.

#### **Part F. Construction Organization Project**

will include the construction organization project with an estimate of the supposed construction time and a project of transport organization, including the project of a temporary traffic signs with an estimated period of its use.

#### **Part J. Total construction costs**

**Valued itemized budget** (cover letter, recapitulation, itemized budget with rounding of the quantity to three decimal places, unit price and total price rounded to two decimal places and bill of quantities) with all revisions and transfers of materials - the list of works and supplies and bill of quantities stating the price,

The product name or the manufacturer's name should not be stated in the description of individual items, cumulated items should not be used as well.

**The bill of quantities** – The bill of quantities must contain specific calculations of the quantities of individual items in units of measurement (lengths, areas, cubic capacities, quantities).

The technical requirements may not refer to a specific manufacturer, manufacturing process, trade name, patent, type, region or place of origin or manufacture, if this would disadvantage or exclude certain candidates or goods, unless it is required by the subject of the contract. Such a reference may be used only if the subject of the contract /item/ cannot be described with sufficient precision and clarity, and such a reference must be accompanied by the words "or equivalent".

The Contractor shall state what is considered to be equivalent with an indication of all the parameters to be examined in the case of equivalence, while justifying why the parameter is needed. The description of the subject of fulfilment may not refer directly or indirectly to one manufacturer or its product.

#### **Number of copies of the documentation**

The number of copies of the Documentation for Planning Permission to be handed over by the Contractor to the Ordering Party within the agreed price shall be as follows:

Part A, B, C, D, E, F, G - 17 copies (15 SVK + 2 ENG) in hard copy and 2 x on CD (PDF, dwg)

Part H - 6 copies in hard copy (**provided by the Ordering Party**)

Part J - 6 copies in hard copy and 3 times on CD in .xlsx format

**All parts of the Project Documentation of the Documentation for Planning Permission will also be stored on a data repository set up by the Ordering Party**

**Preparation of the Documentation for Planning Permission in the parts Underground garage, Tram Line with Traction Line and Utility Networks shall be provided for by the Ordering Party.**

**PRICE OF PROJECT WORKS AND SERVICES**

<b>Project Documentation Part</b>	<b>Squares</b>	<b>Tram</b>	<b>TOTAL net of VAT</b>
Architectural Study	€ 520,000.00	€ 100,000.00	€ 620,000.00
Documentation for Zoning Decision	€ 130,000.00	€ 20,000.00	€ 150,000.00
Documentation for Planning Permission	€ 130,000.00	€ 0.00	€ 130,000.00
<b>TOTAL PRICE net of VAT:</b>	<b>€ 780,000.00</b>	<b>€ 120,000.00</b>	<b>€ 900,000.00</b>
<b>VAT [20%]:</b>	<b>€ 156,000.00</b>	<b>€ 24,000.00</b>	<b>€ 180,000.00</b>
<b>TOTAL PRICE incl. VAT</b>	<b>€ 936,000.00</b>	<b>€ 144,000.00</b>	<b>€ 1,080,000.00</b>

<b>Project Documentation Section</b>	<b>Price / 1 printout</b>	
Architectural Study	350.00	EUR net of VAT
Documentation for Zoning Decision	500.00	EUR net of VAT
Documentation for Planning Permission	500.00	EUR net of VAT

## **DESIGN SUPERVISION of THE CONSTRUCTION WORKS**

As part of the Design Supervision (Chief D Designer, Responsible Designer, Chief Project Engineer - Project Manager or Project Architect) (hereinafter referred to as the "Design Supervision"), compliance with the architectural, artistic and layout design of the construction shall be verified. The Design Supervision will be carried out during the implementation of the construction from the commencement of the construction (handover of the construction site) until the issuance of approval decisions by the competent building authorities and their entry into force, to the extent necessary for the proper course of the construction of the construction.

**As part of the performance of the Design Supervision, it is necessary to ensure the following activities:**

- coordination of the Project Documentation provided for by the Ordering Party, PDPP and PDFC, i.e. Underground Garage, Tram Line and Traction Line, Utility Networks at the Project Documentation for Planning Permission and the Project Documentation for Construction stage with the construction concept defined in the Documentation for Zoning Decision
- To provide explanations necessary for the elaboration of supplier's documentation, which will be contracted by Ordering party separately to this contract,
- to take a stand with an explanation and a proposed solution to the ambiguities in the Project Documentation and to possible hidden defects of the project,
- in the event that the factual situation found on the construction site does not correspond to the assumptions set out in the Project Documentation, proposing a technical solution of the induced change, at the request of the Ordering Party or from the conditions resulting from the processed and approved Project Documentation to participate in the inspection and acceptance of construction layers, building structures or structural elements that are decisive in the implementation of the individual objects of the construction,
- on the basis of the revealed facts, to comment on possible changes in construction and technological procedures,
- he/she is obliged to take a position on compliance with the project parameters,
- participation in site meetings during construction, as far as design issues are concerned,
- participation in sampling appointments and assessment and approval of samples,
- assessment of the proposals of the Contractors for changes and deviations in the parts of projects processed by the Contractors in terms of compliance with design solutions set out in the Project Documentation in coordination with the local site supervision,
- participation in the handing over and acceptance of the Construction or its integral part.

**DATA ABOUT SUB-SUPPLIERS**

**THE CONDITIONS FOR THE FINANCIAL EVALUATION OF THE PERFORMANCE OF DESIGN SUPERVISION IN THE EXECUTION OF CONSTRUCTION WORKS**

The unit flat rates based on the scope of this service provided are as follows:

- 120 € for each hour of on-line consultation;
- 1.000 € for a full day or 500 € for half a day of presence on site;
- 500 € flat-rate travel reimbursement for one round trip for each member of the contractor's team (Berlin/Munich - Bratislava - Berlin/Munich);
- 150 € flat-rate reimbursement for overnight stays of each member of the contractor's team in Bratislava.

The above prices are net of VAT. VAT will be added to the remuneration in accordance with the legislation in force and effective on the date of the tax liability.

All other terms and conditions for the performance of expert supervision during the execution of the construction works and the rights and obligations of the contracting parties shall be defined in a separate contract for the provision of expert supervision services.



**PROOF OF PROFESSIONAL LIABILITY INSURANCE FOR DAMAGE CAUSED WHILE EXERCISING THE PROFESSION FOR INSURANCE COVERAGE OF EUR 3,000,000**