**CONTRACT FOR WORK**

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Concluded in accordance with Section 536 and subsequent of the Act No. 513/1991 Coll., of the Commercial Code

*(hereinafter also as “CoW”)*

1. Contracting Parties

* 1. Client: **City of Trnava**

Seat: Hlavna street No. 1, 917 01 Trnava, Slovak Republic Represented by: JUDr. Peter Bročka, LL.M., Mayor of the City of Trnava

Comp.ID No.: 00313114

Tax ID No.: 2021175728

VAT ID No.:

*hereinafter as “Client“*

1.2 Contractor:

Sea:

Represented by:

Comp.ID No:

Tax ID No:

VAT ID No:

Registered in:

Bank account:

Account number (IBAN):

SWIFT/BIC:

*hereinafter only as “Contractor” and jointly as “Contracting Parties “*

2. Subject of the Contract

2.1 The Contractor participated in a design competition titled "**A NEW FOUNTAIN IN THE PEDESTRIAN ZONE OF TRNAVA"** (a public anonymous visual and architectural design competition, a low-value Contract). The Contractor's competition design was evaluated by the jury as the winning. The subject of this Contract is further development of the competition design and execution of author's supervision over future construction (*hereinafter as "the Work")* in the following scope:

1. Elaboration of the competition design in form of an architectural study (hereinafter referred to as "*architectural study*");
2. Elaboration of a competition design into a form suitable in the proceeding for issuance of the building permit in accordance with Decree No. 453/2000 Coll. of the Ministry of the Environment of the Slovak Republic, which implements certain provisions of the Building Act;
3. Elaboration of the competition design into a form necessary for performance of construction (in accordance with the scope of work according to the UNIKA Price List or by agreement);
4. Execution of Occasional Author's Supervision (*hereinafter as "OAS*") - supervision over the construction work.

.The Contractor, in accordance with Section 18, par. (2), letter (c) of Act No. 185/2015 Coll. (*hereinafter as "Copyright Act*"), has the right to author's supervision (author's correction) over handling of their work - architectural design, within which they will oversee structural, technical and construction performance to ensure they are carried out in accordance with the Work of which he/she is an author.

2.2. Execution Phases of the “Work” and their Content

2.2.1 Architectural Study

* The Contractor will develop a relevant part of the conceptual study into the form of an architectural and layout solution according to Client´s requirements (3 copies in paper form and 1 copy in electronic form in .pdf format; additional copies beyond the agreed quantity will be invoiced to the Contractor separately.
* The Contractor will incorporate Client's requested changes
* A handover process begins on the day of delivering Documentation (or its part) /If there is no other agreement, submission of comments will be in form of a digital version. / During the handover process, the Client is obligated to review the Documentation and is entitled to communicate their comments in writing to the Contractor within 10 calendar days from handover of the Documentation
* In case the Client does not provide their written comments on the documentation to the Contractor within 10 calendar days, it shall be assumed that the Client has no objections to the Documentation, and the Parties to the agreement shall promptly sign the handover protocol for the Documentation.

2.2.2 Elaboration of a Competition Design into a Required Form for Usable for Proceedings to Issue a Building Permit

* The Contractor will develop a study into a form usable in a construction proceeding to obtain a decision on a building permit (BP) in the scope and content as prescribed by the provisions of the Building Act. In the BP, the Contractor will establish requirements and parameters for materials, elements, machinery, equipment, and structures, elaborate on the energy project assessment of the construction, and, if necessary, propose temporary and permanent traffic signage.
* 6 paper copies and 1 copy in electronic form in .pdf format.
* The Contractor will provide cooperation to the Client in engineering activities to obtain the Building Permit Decision (such as supplementing or specifying documentation or documents or other information).
* Output of services performed by the Contractor must explicitly include the construction budget (2copies in paper form and 1 copy in electronic form in .xls format).
* A handover process begins on the day of delivering the Documentation (or its part)/ If there is no other agreement, submission of comments will be in form of a digital version/. During the handover process, the Client is obligated to review the Documentation and is entitled to communicate their comments in writing to the Contractor within 10 calendar days from handover of the Documentation.
* In case the Client does not provide his/her written comments on the Documentation to the Contractor within 10 calendar days, it shall be assumed that the Client has no objections to the Documentation, and the Parties to the agreement shall promptly sign the handover protocol for the Documentation.

2.2.3 Elaboration of a Competition Design into a Required Form for Construction:

* In accordance with the scope of works according to the UNIKA Price List or by agreement
* The Contractor will prepare a Construction Organization Plan (referred to as "COP") - detailing stages and a schedule of a construction work sequence.
* The output of performed services must explicitly include the Bill of Quantities.
* 6 copies in paper form and 1 copy in electronic form in .pdf format.
* A handover process begins on the day of delivering the Documentation (or its pars) /If there is no other agreement, submission of comments will be in form of a digital version. During the handover process, the Client is obligated to review the Documentation and is entitled to communicate one´s comments in writing to the Contractor within 10 calendar days from handover of the Documentation.
* In case the Client does not provide their written comments on the documentation to the Contractor within a 10-calendar-day period, it shall be assumed that the Client has no objections to the Documentation, and the Parties to the agreement shall promptly sign the handover protocol to the Documentation.

2.2.4 Execution of author's supervision (hereinafter as "OAD"). When performing OAD, the Contractor is obligated to:

* Provide cooperation during the public procurement process for selection of construction Contractor (answering any questions from interested parties regarding project documentation, participating in the evaluation committee for bids, etc.) based on the Client's request,
* Be present at handover of the construction site to the construction Contractor
* Provide timely explanations about the project necessary for smooth progress of construction, solve details, rectify any deficiencies or conflicts during the construction process,
* Assess proposals of the construction Contractor for changes and deviations from the project documentation in terms of technical solutions, financial implications, construction timelines, and other conditions related to the scope of the construction project, and participate in change order proceedings if the proposed changes impact the issued Building Permit, notifying the Client of this fact,
* Provide input on requirements in case of a need for a larger quantity of products and services than approved Project Documentation.
* Monitor progress of construction and ensure compliance with the Project Documentation,
* Attend operational meetings and construction control meetings, if necessary,
* Participate in the final inspection (handover) of the construction project,
* Provide necessary explanations and collaborate with the Client during takeover and final inspection process,
* As part of the author's supervision, keep the Client informed of any deviations from the project, violations of legal regulations, and technical standards by the construction Contractor.

3. Cooperation of Contracting Parties and Client´s Documentation.

3.1. The Client will commission individual performance phases of the work specified in points 2.2.1 to 2.2.4 for implementation by issuing orders

3.2. The Client undertakes to promptly provide the Contractor with responses to opinions of relevant authorities, organizations, and individuals issued during development of the solution into a form of pre-project and project documentation (hereinafter as "PD") and responses to the PD submitted for review.

3.3. The Contractor undertakes to incorporate valid comments from relevant authorities into the Project Documentation after consultation with the Client within 7/14 days of becoming aware of them, if no agreement is reached on a different deadline, to ensure that performance deadline under Article 4 of this Contract is met.

3.4. In the event of the Client's delay in providing cooperation necessary for fulfilment of the subject of the Contract, the Contractor has the right to request a reasonable modification of the commitment under Article 4 of this CoW

3.5. The Contractor undertakes to promptly inform the Client on circumstances that affect timely performance of its cooperation.

3.6. The Contractor undertakes to provide ongoing updates to the Client on progress of work, prompt the Client to review the content and scope of the work during its development, and for final discussion of individual performance phases. This does not affect the Client's right to request a meeting with the Contractor.

3.7. In case of necessity, the Contractor is obligated to cooperate with the Client during the public procurement process to ensure selection of a construction works´ supplier (responses to requests for clarifications and supplements regarding project documentation, its content, and a project solution

3.8. The Contracting parties have agreed to consider email communication as a fully valid information and communication channel.

3.9. The Contractor undertakes to settle all legal relationships with third parties who will be involved in completion of the Work in such a way that these individuals cannot assert any claims against the Client.

4. Timeline for Performance

4.1 The timeline for the performance of the Work specified in Article 2, Clause 2.1 of this Contract is negotiated as follows:

4.1.1 An architectural study **within …. months from the effective date of the Contract,**

4.1.2 The Contractor will develop project documentation (PD) into a form suitable for construction proceedings within **…. months** from the written instruction of the Client.

4.1.3 Elaboration of the architectural study into a form necessary for construction implementation within **…. months** from the written instruction of the Client

4.1.4 Commenting on documents for selection of the construction Contractor **as needed**.

4.1.5Occasional author's supervision **throughout the entire construction process**.

4.4 Performance of author's supervision during the acceptance procedure of a completed construction, following the request and the construction approval procedure.

4.5 The Contractor will fulfil a Contractual obligation by adequately completing individual parts of the performance subject within an agreed scope and handing them over to the Client

4.6 Delivery for the purposes of this Contract is considered to be a demonstrable delivery of a part of performance. In case not all conditions agreed upon in this Contract are met in the delivered performance subject, the Client has the right to refuse takeover of performance and return it to the Contractor for further work. In such a case, the takeover did not take place.

4.7 If the Contractor is delayed in fulfilling the Contract due to reasons on their part for more than 14 days, this delay or non-fulfilment of the obligation is considered a substantial breach of the Contract, entitling the Client to claim damages and Contractual penalties in accordance with this Contract.

4.8. In case of the Contractor's delay in fulfilling the Contract as mentioned above, the Client may grant the Contractor an additional period for performance. If the Contractor fails to deliver the Work even within this additional period (considered a substantial breach of the Contract), the Client has the right to terminate the Contract.

4.8 The Client undertakes to takeover of individual completed and delivered parts of performance (according to the points 2.1.1 - 2.1.4) and to pay an agreed price for their performance.

5. Price of the Work

5.1 Price of the Work specified under points 2.2.1 - 2.2.4 is determined by agreement between the Contracting Parties in accordance with the law of the Slovak Republic, specifically Act No. 18/1996 Coll. on Prices, as amended by subsequent regulations, as follow:

**.................,-** EUR excl. VAT

**.................,-** sum incl. VAT (20%)

**.................,-** EUR incl. VAT

and is accompanied by the price quotation from the Contractor, which constitutes Annex No. 1 to this Contract.

5.2 The basis for determining the price of the Work is the Price Schedule for a Price Rates Proposal for Project Works and Engineering Activities (UNIKA Bratislava 2022)

5.3 Estimated investment cost for determination of the construction price in the course of the design competition is EUR 4, 600, 000 excl. VAT.

5.4 VAT will be charged on the price of the Work in accordance with applicable regulations at the time of invoicing.

5.5 In the event of a reduction in the scope of the Contract, the Client has the right to reduce the fee for the Work. For the purposes of calculation of the reduced fee, unrealized work will be valued the same way as the price of the Work was initially calculated.

5.6 Price for individual performance phases is as follows:

- in accordance with point 2.2.1 ,- EUR excl. VAT

- in accordance with point 2.2.2 ,- EUR excl. VAT

- in accordance with point 2.2.3 ,- EUR excl. VAT

- in accordance with point 2.2.4 by an hourly rate ….. in EUR excl. VAT, for maximum of 80 hours ,- EUR excl. DPH/hour.

5.7 The price of the Work does not include certain fees, especially: fees for transactions with the Land Registry Office, fees for obtaining the Zoning Decision and Building Permit, Technical Inspection's assessment of the Documentation for Construction Proceedings and Documentation for Implementation of the Construction. These expenses will be covered by the Client. Additionally, price of the Work also considers inflation effects.

6. Payment Terms

6.1 Payment for partial fulfilment according to Article 2.2.b will be based on an invoice issued by the Contractor. Invoicing is subject to material, qualitative, and timely fulfilment. The basis for invoicing is as follows:

- according to points 2.2.1 to 2.2.3 – 30% upon initiation of each stage / works will commence after the deposit is credited to the PD processor's account / and 70% upon receipt of the final project documentation in form of a handover protocol

- according to the point 2.2.4 – monthly, based on the statement of work performed approved by the Client.

6.2. The invoice will be considered paid on the day when the financial amount is debited from the Client's account.

6.3 The right to invoice arises for the Contractor upon delivery and handover of partial performance, as specified in Article 2.1.1 of this Contract for Works (hereinafter "CfW"). Occasional author's supervision will be invoiced by the Contractor in monthly intervals during a construction period defined in the CfW between the Client and the Contractor. In case of a suspension of construction, financing of author's supervision will also be suspended.

6.4 Payment term is 30 days from the date of invoice delivery to the Client.

6.5 If the invoice does not contain all particulars, the Client is entitled to return it to the Contractor for completion. In such a case, the payment term will be interrupted, and a new payment term will commence upon delivery of the corrected invoice to the Client.

7. Method of Executing of the Work

7.1 The Contractor declares that they are authorized to perform selected activities as specified in Article 2 of this Contract of Work.

7.2 The Contractor undertakes to proceed with professional care in the performance of the subject matter of the Contract. They will comply with generally binding regulations, technical standards, arrangements to this Contract, and will be guided by the Client's initial documents, instructions, minutes, and agreements between the Contracting Parties.

7.3 The Contractor undertakes to adhere to decisions and mandatory opinions of authorities and organizations involved in territorial and construction proceedings while performing the subject matter of the Contract.

7.4 Author's supervision is authorized to make entries in the Construction Diary of the Contractor of the construction. The author's supervision will promptly (immediately) record all changes and additions to the project. If necessary, the Contractor will supplement an entry based on the Client's request with a written statement.

8. Liability for Defects

8.1 The Contractor is responsible for ensuring that the subject of this Contract is executed in accordance with this Contract.

8.2 If the Client receives a defective work, he/she has the right to additional, free, and immediate rectification of the defect.

8.3 The Contractor is responsible for hidden defects in the work, which he/she shall rectify at one´s own expenses without undue delay upon discovery.

8.4 The Contractor is not responsible for defects on the Work that were caused using faulty materials provided by the Client, and the Contractor, despite exercising due diligence, could not detect their lack of quality, or if the Client insisted on their use.

8.5 In the event that the Contractor identifies discrepancies in the provided materials or factual conditions during execution of the Work, they are obligated to notify the Client on that.

8.6 The warranty period begins on the day of the formal handover of the Work to the Client and will last until successful completion of finished structures.

8.7 The Client may file a complaint regarding completed Work only in writing. Defects and shortcomings in the project discovered during the construction process that impede smooth progress of works shall also be addressed by the Contractor based on oral or telephone notification immediately (on working days), no later than the next day upon learning of the issue. At the same time, the request will be recorded in the Construction Log.

8.8 If the Client can demonstrate damage caused by the Contractor, the Contractor is obligated to compensate for the full extent of the damage

8.9 The Contractor declares that they are insured by the Framework Insurance Contract No. ...................... for performance of activities as an authorized architect/authorized landscape architects .

8.10 A serious breach of the Contract by the Contractor is considered to be:

 a. delay in delivering the Work specified in points 4.1.1 - 4.1.4 by more than 30 calendar days

 b. failure to provide cooperation as specified in point 4.1.5 for more than 4 calendar days,

c. failure to provide cooperation as specified in points 4.1.6 for more than 14 calendar days.

8.11 A serious breach of the Contract by the Client is considered to be:

 a. delay in payment exceeding 30 days

9. Contractual Penalties, Compensation for Damage, Interest on Delay

9.1 For Contractual Penalties and compensation for damage, the provisions of the Contract and, in other cases, Sections 300 - 302 of the Commercial Code apply.

9.2 The Contractual Penalty for non-performance of Contractual obligations shall become due no later than 30 days from delivery of the penalty invoice to the Contracting Party.

9.3 The Contractual Penalty for delayed delivery of the Work according to the deadlines specified in Article 4 is 0.05% for each day of delay from the price of the delayed part of a relevant performance phase.

9.4 In case of delayed payment by the Client, the Contractor has the right to demand interest on the delay at a rate of 0.05% of the amount of the delayed payment for each day of delay.

9.5 Payment of an agreed Contractual Penalty does not affect the right of the injured party to compensation for damage in full, i.e., even in an amount exceeding an agreed Contractual Penalty.

10. Withdrawal from the Contract

10.1 The Contract terminates upon fulfilment of all obligations of the Contracting Parties arising from this Contract under the conditions agreed upon in this Contract. Termination of this Contract may also occur by a written agreement of the Contracting Parties.

10.2 Withdrawal from the Contract must be communicated in writing. Withdrawal from the Contract is governed by the Contract itself and, in other cases, by Section 344 and the following provisions of the Commercial Code

10.3 Effects of withdrawal occur on the day of delivery of the notice of withdrawal.

10.4 In the event of withdrawal by one of the Contracting Parties from this Contract, the Client shall pay the Contractor a proportionate, substantiated part of the price corresponding to the work completed for relevant performance phase after delivery and acceptance of the work in progress.

10.5 Assessment and takeover of work performed by the Contractor shall be carried out within 14 days after withdrawal from the Contract. The Client reserves a period of 7 days from the receipt of the documents for assessment.

10.6 The Client may withdraw from the Contract in the event of material breach of the Contract as specified in point 8.10. From the date of receipt of the notice of withdrawal, the Contractor is obligated to cease activities. However, the Contractor is obliged to notify the Client on measures necessary to prevent immediate harm to the Client due to the incomplete activities related to the matter.

10.7 The Contractor may withdraw from the Contract if performance becomes impossible due to force majeure or if the Client fails to provide necessary cooperation for longer than 3 months. For the purposes of this Contract, force majeure refers to cases that are not dependent on, and cannot be influenced by the Contracting Parties.

10.8 The Contractor may withdraw from the Contract in the event of material breach of the Contract as specified in point 8.11. From the date of receipt of the notice of withdrawal, the Contractor's obligation to perform the activity to which they committed ceases. If such cessation of activity would result in damage to the Client, the Contractor is obligated to notify the Client of the measures necessary to prevent it. If the Client is unable to take these measures themselves or with the assistance of others and requests the Contractor to do so, the Contractor is obligated to carry out such measures. The Contractor's obligation terminates upon its fulfilment.

10.9. Changes to the scope of the subject matter of the Contract will be addressed through an Appendix to this Contract or another procedure in accordance with the Public Procurement Act.

11. Special Provisions

11.1 The completed subject of the Contract contains architectural and technical Works protected by the Copyright Law. The Contractor, as the author of the Work, declares that they are entitled to exercise personal and property rights to the Work to the extent provided by Act No. 185/2015 Coll., Copyright Act, as amended (hereinafter as the “Copyright Act”).

11.2 If elements protected by Copyright Law as separate Works have been used to create the Work, the Contractor is solely responsible for any infringement of personal and property rights of the authors of those separate Works. The Contractor hereby declares that they have resolved all personal and property rights related to the Work or its part.

11.3 The Contracting parties have agreed that the right to use the Work is acquired by the Client on the day when the Contractor officially hands over the Work to the Client, and the invoice is settled by the Client. Using the Work includes exercise of property rights. The Contractor grants the Client permission (hereinafter as the “License'”) to use the Work, and the Client accepts the granted License and commits to using the Work within the scope of the License granted.

11.4 The License granted by the Contractor to the Client includes their consent to:

* use and utilize the Work or its parts for purposes related to the Client's activities,
* create copies and records of the Work or its parts,
* publicly perform, publish, and distribute the Work,
* handling the documentation for engineering activities.

11.5 The Client undertakes to include the company name and the name and surname of the Contractor as the author of the Work, i.e. to label the Contractor appropriately on all reproductions of the Work for each use of the Work, according to the manner of its use in public.

11.6 The Client is obligated to ensure protection of the Work from any derogatory treatment that could result in harming reputation of the Contractor when using the Work.

11.7 An architectural design and project for the construction are protected by copyright, and their use is only permitted for the purposes agreed upon in this Contract. Use by a Third Party is subject to the author's consent and is subject to a protective regime provided by copyright law. The fee for granting consent for use of the Work by a Third Party will be determined in accordance with the Fee Schedule of the Slovak Chamber of Architects.

11.8 The subject of the Contract does not include property and legal settlement of movable and immovable property affected by the construction.

11.9  Based on Contractual and legal provisions, the Contractor is the holder of rights protected by Act No. 185/2015 Coll. on copyright related to projects, sketches, drawings, and similar documents listed in sections 2.2.1 - 2.2.4 of this Contract and related articles necessary for construction and use of the Work. In the event that the Contractor entrusts any Third Party with any activity in the implementation of this Contract, they are obliged to ensure that they are authorized to dispose of the rights necessary to grant a license in accordance with this Contract, as well as to grant any other authorizations granted under this Contract.

11.10 The Contractor is obliged to perform the Work to the extent and content as specified in this Contract in accordance with Act No. 513/1991 Coll., the Commercial Code, as amended by subsequent regulations, and relevant legal and professional standards; otherwise, the Contractor is liable for all damage incurred by the Client in a causal relationship with breach of their obligations under this Contract.

11.11 The Contractor undertakes to maintain confidentiality about all facts they became acquainted with during execution of the Work under this Contract and without the consent of the Client, they will not disclose them to any third party.

12. Final Provisions

12.1 Any relationships between the Contracting Parties established by this Contract that are not expressly regulated by the Contract shall be governed by relevant provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.

12.2 Modifying or supplementing the text of this Contract is only possible by means of written and numbered amendments signed by both Contracting Parties.

12.3 This Contract is prepared in four fair copies, of which two are received by the Client, and two by the Contractor.

12.4 In the event that any provision of this Contract is declared invalid, insufficiently specific, or unenforceable by a court or a competent state authority for any reason, the Contracting Parties undertake to amend such invalidity, lack of specificity, or unenforceability by an amendment to this Contract in a way that preserves the purpose of this Contract.

12.5 This Contract becomes valid on the day when it is signed by both Contracting Parties and effective on the day following its publication in accordance with Section 47a of Act No. 40/1964 Coll., the Civil Code, as amended, jointly with Section 5a of Act No. 211/2000 Coll., on Free Access to Information and on amendment of Some Laws (the Freedom of Information Act), as amended.

12.6. The Contracting Parties declare that their Contractual freedom is not restricted, and they have entered this Contract based on their own free will. The Contract was not concluded under duress and under manifestly disadvantageous conditions. The Parties have read the Contract, understand its contents, and sign it as a sign of their consent.

In Trnava on ........................ In ... on ...........................

Client: Contractor:

......................................................................... ................................................................................