ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ ΤΗι 11 ΝΟΕΜΒΡΙΟΥ 1968	ΤΕΥΧΟΣ ΠΡΩΤΟΝ	ΑΡΙΘΜΟΣ ΦΥΛΛΟΥ 264

ΑΝΑΓΚΑΣΤΙΚΟΣ ΝΟΜΟΣ ΥΠ' ΑΡΙΘ. 620

Περὶ κυρώσεως συμβάσεων μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἑταιρείας AMMANN AND WHITNEY διὰ τὴν μελέτην καὶ ἐπίβλεψιν ἔργων ἀναπτύξεως Ἀερολιμένος Ἀθηνῶν.

ΚΩΝΣΤΑΝΤΙΝΟΣ

ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν :

Ἄρθρον Μόνον.

Κυροῦνται καὶ ἔχουσιν ἰσχὺν νόμου ἀφ' ἧς κατηρτίσθησαν αἱ μεταξὺ τοῦ Ἑλληνικοῦ Δημοσίου καὶ τῆς ἐν Νέᾳ Ὑόρκῃ τῶν Ἡνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἑδρευούσης ἑταιρείας AMMANN AND WHITNEY ἀπὸ α) 6 Ἀπριλίου 1960, β) 22 Αὐγούστου 1963, γ) 17 Ἀπριλίου 1965 καὶ δ) 6 Σεπτεμβρίου 1966 τέσσαρες συμβάσεις διὰ τὴν ἐκπόνησιν τῆς μελέτης καὶ ἐπίβλεψιν τῆς κατασκευῆς τῶν ἔργων ἀναπτύξεως τοῦ Ἀεραλιμένος Ἑλληνικοῦ, ὧν τὸ κείμενον εἰς ἑλληνικὴν καὶ ἀγγλικὴν γλῶσσαν ἔχει ὡς ἑξῆς :

ΣΥΜΒΑΣΙΣ ΠΡΩΤΗ

Ἀπὸ 6 Ἀπριλίου 1960 διὰ τὴν μελέτην καὶ ἐπίβλεψιν τοῦ προγράμματος ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν.

Α'. Ἑλληνικὸν κείμενον

Ἐν Ἀθήναις σήμερον τὴν 6ην Ἀπριλίου τοῦ ἔτους χίλια ἐννεακόσια ἑξήκοντα, μεταξὺ ἀφ' ἑνὸς τῆς Ἑλληνικῆς Κυβερνήσεως, ἐφεξῆς καλουμένης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Συγκοινωνιῶν καὶ Δημοσίων Ἔργων κ. Σ. Γκίκα, καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ Ὑόρκῃ ΗΠΑ ἑδρευούσης Ἑταιρείας AMMANN & WHITNEY, Ἀρχιτέκτονες Μηχανικοί, ἐφεξῆς καλουμένων «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» καὶ ἐκπροσωπουμένης δυνάμει τοῦ ἀπὸ 2 Ἰανουαρίου 1960 πληρεξουσίου συνημμένου τῇ παρούσῃ συμβάσει, ὑπὸ τοῦ κ. GEORGE GROSS, κατοίκου ΗΠΑ, προσωρινῶς διαμένοντος ἐν Ἑλλάδι.

Δοθέντος ὅτι :

Βάσει προγενεστέρας συμβάσεως μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου, οὗτος ἐξεπόνησε καὶ ὑπέβαλε πρὸς τὴν Κυβέρνησιν ἔκθεσιν ὑπὸ τὸν τίτλον «Ἀνάπτυξις τοῦ Ἀερολιμένος Ἀθηνῶν» διὰ τῆς ὁποίας ἐγένοντο προτάσεις ἐπεκτάσεως καὶ προσθηκῶν εἰς τὸν Ἀερολιμένα Ἀθηνῶν, ἐπειδὴ δὲ ἡ Κυβέρνησις ἐπιθυμεῖ ὅπως προχωρήσῃ εἰς τὴν πραγματοποίησιν τῆς ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν, οἱ συμβαλλόμενοι συμφωνοῦσι τὰ ἀκόλουθα :

Ἄρθρον Ι.

Ἀνάθεσις Μελέτης καὶ Ἐπιβλέψεως.

Ἡ ΚΥΒΕΡΝΗΣΙΣ ἀναθέτει εἰς τὸν ΤΕΧΝΙΚΟΝ ΣΥΜΒΟΥΛΟΝ καὶ οὗτος ἀποδέχεται παρὰ τῆς ΚΥΒΕΡΝΗΣΕΩΣ τὴν ἐκπόνησιν τῆς μελέτης καὶ ἐπίβλεψιν κατασκευῆς τῶν ἔργων, ὡς ταῦτα διαλαμβάνονται εἰς τὴν ὡς ἄνω τεχνικὴν ἔκθεσιν μετὰ τῶν διὰ τῆς παρούσης ἀπὸ συμφώνου συνομολογουμένων τροποποιήσεων καὶ ὡς ταῦτα εἰδικώτερον καθορίζονται ἐν τῷ Ἄρθρῳ ΙΙ τῆς παρούσης.

Ἄρθρον ΙΙ.

Ὑπηρεσίαι Τεχνικοῦ Συμβούλου.

Αἱ ὑπηρεσίαι ΤΕΧΝΙΚΟΥ ΣΥΜΒΟΥΛΟΥ θὰ περιλαμβάνωσι τὴν σύνταξιν τῶν προκαταρκτικῶν σχεδίων, τῶν ὁριστικῶν σχεδίων καὶ τῶν προδιαγραφῶν ὡς καὶ τὴν ἐπίβλεψιν τῆς κατασκευῆς, καθόσον αἱ ὑπηρεσίαι αὗται εἶναι ἀπαραίτητοι διὰ τὴν πραγματοποίησιν τοῦ ἔργου, εἰδικώτερον δὲ ὡς περιγράφονται κατωτέρω ὑπὸ τὸν τίτλον «Ἔκτασις Ὑπηρεσιῶν».

Ἔκτασις Ὑπηρεσιῶν.

Μελέτη.

Ὁ ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ θὰ ἐκπονήσῃ προκαταρκτικὰ σχέδια, γενικὰς προδιαγραφὰς ὡς καὶ προκαταρκτικοὺς προϋπολογισμοὺς κόστους διὰ τῶν ὁποίων θὰ ἐμφαίνωνται ἅπαντα τὰ χαρακτηριστικὰ τοῦ ἔργου ὡς τοῦτο κατωτέρω περιγράφεται, ταῦτα δὲ θέλουσιν ὑποβληθῆ πρὸς ἔγκρισιν εἰς τὴν ΚΥΒΕΡΝΗΣΙΝ πρὸ τῆς ἐνάρξεως ἐκπονήσεως τῆς ὁριστικῆς μελέτης.

Ἅμα τῇ ἐγκρίσει τῆς ὡς ἄνω προκαταρκτικῆς μελέτης ὁ «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» θέλει ἐκπονήσει τὰ ὁριστικὰ σχέδια δημοπρατήσεως, προδιαγραφάς, τὰ ἀπαιτούμενα διὰ τοὺς διαγωνισμοὺς στοιχεῖα καὶ τοὺς τελικοὺς προϋπολογισμοὺς κόστους, ἅπαντα συντεταγμένα οὕτως ὥστε νὰ εἶναι δυνατὸν νὰ ὑποβληθοῦν καὶ ἐκτιμηθοῦν συγκριτικῶς προσφοραὶ ἀνεγνωρισμένων ἐργολάβων κατασκευῶν διὰ τὰ ἑπόμενα τμήματα τοῦ ἔργου.

Τμῆμα 1ον. Ἀεροδρομίου.

α) Ἐπέκτασις τοῦ διαδρόμου 16—34 ἀπαρτιζομένη ἐκ τῆς ἀναγκαίας διαμορφώσεως τοῦ ἐδάφους, τῆς ἀποστραγγίσεως καὶ ἐπιστρώσεως τούτου καὶ ἐκ τοῦ συναφοῦς φωτισμοῦ διαδρόμου καὶ φωτισμοῦ προσεγγίσεως, (ζώνη μήκους 3000 ποδῶν).

β) Νέος τροχόδρομος παράλληλος τοῦ διαδρόμου 16—34 μετὰ δαπέδων ἀναμονῆς καὶ ἐξόδων μεγάλης ταχύτητος

Ἡ ἐργασία αὕτη ἀπαρτίζεται ἐκ τῆς ἀναγκαίας διαμορφώσεως τοῦ ἐδάφους, τῆς ἀποστραγγίσεως καὶ ἐπιστρώσεως τούτου ὡς καὶ τοῦ συναφοῦς φωτισμοῦ τοῦ διαδρόμου καὶ τοῦ τροχοδρόμου.

γ) Δάπεδον διεθνῶν σταθμεύσεων ἀνατολικῶς τοῦ διαδρόμου 16—34 τῶν συναφῶν ἔργων ἀπαρτιζομένων ἐκ τῆς ἀναγκαίας διαμορφώσεως τοῦ ἐδάφους, ἀποστραγγίσεως, ἐπιστρώσεως καὶ φωτισμοῦ τούτου.

δ) Ἐπέκτασις τοῦ ὑπάρχοντος πρὸς δυσμὰς τοῦ διαδρόμου 16—34 τροχοδρόμου μέχρι τοῦ ὁριστικοῦ μήκους τοῦ διαδρόμου, ἀπαιτούμεναι ἔξοδοι μεγάλης ταχύτητος ἐκ τοῦ διαδρόμου 16—34, δάπεδα ἀναμονῆς, ἀπαιτούμεναι διαμορφώσεις ἐδάφους, ἀποστραγγίσεις, ἐπίστρωσις καὶ συναφὴς φωτισμὸς διαδρόμου καὶ τροχοδρόμου, ὡς εἰς παράγραφον β. ἀνωτέρω.

Τμῆμα 2ον. Ἐγκαταστάσεις Ὑδρεύσεως, Ἀποχετεύσεως κ. λ. π.

α) Σύστημα ὑδρεύσεως μετὰ δεξαμενῆς ἀποθηκεύσεως καὶ δικτύου διανομῆς πρὸς ἐξυπηρέτησιν τῆς περιοχῆς τοῦ νέου διεθνοῦς ἀεροσταθμοῦ. Τὸ σύστημα θὰ μελετηθῇ οὕτως ὥστε νὰ ἔχῃ τὴν δυνατότητα παροχῆς ὕδατος τόσον διὰ τὴν καταπολέμησιν πυρκαϊᾶς ὅσον καὶ δι' ἐσωτερικὴν χρῆσιν.

β) Ἀνεξάρτητον σύστημα ἐπεξεργασίας λυμάτων καὶ ἀποχετεύσεως πρὸς ἐξυπηρέτησιν τῆς περιοχῆς τοῦ νέου διεθνοῦς Ἀεροσταθμοῦ.

γ) Σύστημα διανομῆς ἠλεκτρισμοῦ ὡς καὶ σύστημα παραγωγῆς ἠλεκτρικῆς ἐνεργείας διὰ περιπτώσεις ἀνάγκης, πρὸς τὸν σκοπὸν ὅπως καλύπτωνται ἐπαρκῶς αἱ εἰς ἠλεκτρικὴν ἐνέργειαν ἀνάγκαι τῆς περιοχῆς τοῦ Διεθνοῦς Ἀεροσταθμοῦ, τῶν συστημάτων φωτισμοῦ, διαδρόμου καὶ τροχοδρόμων.

δ) Δίκτυον τηλεφωνικῶν καὶ τηλεαυτογραφικῶν ἐπικοινωνιῶν πρὸς ἐξυπηρέτησιν τῆς περιοχῆς τοῦ Διεθνοῦς Ἀεροσταθμοῦ.

ε) Ἅπασαι αἱ ὡς ἄνω ἐγκαταστάσεις θὰ μελετηθῶσιν εἰς τρόπον ὥστε νὰ ἐξυπηρετῆται δι' αὐτῶν καὶ ἡ ὑφισταμένη περιοχὴ ἀεροσταθμοῦ ἐσωτερικῶν συγκοινωνιῶν.

Τμῆμα 3ον. Περιοχὴ Συγκροτήματος Διεθνοῦς Ἀεροσταθμοῦ.

Σχέδιον γενικῆς διατάξεως, κτίριον Ἀεροσταθμοῦ μεθ' ὅλων τῶν ἀπαιτουμένων βοηθητικῶν αὐτοῦ ἐγκαταστάσεων, πύργος ἐλέγχου, δάπεδα σταθμεύσεως αὐτοκινήτων, ὁδοὶ προσπελάσεως, κλπ. συναφεῖς κατασκευαὶ ἀναγκαῖαι διὰ τὴν πλήρη καὶ ἱκανοποιητικὴν λειτουργίαν τοῦ ἀεροσταθμοῦ.

Τὸ σχέδιον Γενικῆς Διατάξεως διὰ τὸ συγκρότημα διεθνοῦς ἀεροσταθμοῦ καὶ ἅπασα ἡ ἀρχιτεκτονικὴ μελέτη τοῦ συγκροτήματος τούτου θὰ ἐκπονηθῇ ὑπὸ τῶν Ἑταιρειῶν EERO SAARINEN & ASS. AMMANN & WHITNEY, καὶ τῶν εἰδικῶν Τεχνικῶν Συμβούλων LANDRJM & BROWN, BOLT BERANEK & NEWMANN INC καὶ ἄλλων ὡς θέλει κριθῇ ὑπὸ τοῦ Συμβούλου.

Ἡ μελέτη τοῦ συγκροτήματος ἀεροσταθμοῦ θὰ συνταχθῇ μὲ πρόβλεψιν μελλοντικῆς ἐπεκτάσεως ὥστε νὰ δύνανται νὰ ἐξυπηρετηθῶσι καὶ αἱ ἐσωτερικαὶ συγκοινωνίαι.

Ἅπασαι αἱ μελέται θὰ εἶναι λεπτομερέστατα συντεταγμέναι κατὰ τρόπον ἐπιτρέποντα τὴν ἀκώλυτον ἐκτέλεσιν τῶν ἔργων. Κατὰ τὰς μελέτας δέον νὰ τηρηθῶσιν οἱ ἐν ἰσχύϊ κανονισμοὶ τοῦ Ἑλληνικοῦ Κράτους, ὅσοι ὑπάρχουν, περιλαμβανομένου καὶ τοῦ εἰδικοῦ ἀντισεισμικοῦ κανονισμοῦ.

Τὰ σχέδια γενικῶς δι' ὅλα τὰ ἀνωτέρω τμήματα θὰ εἶναι λεπτομερέστατα, εἰς καταλλήλους κλίμακας καὶ σύμφωνα μὲ τοὺς διεθνεῖς κανόνας τῆς Τέχνης εἰς τρόπον ὥστε τὰ παρὰ τῶν ἐργολάβων ἢ ἐργοστασίων σχέδια (SHOP DRAWINCS) νὰ περιορίζωνται μόνον εἰς κατασκευαστικὰς λεπτομερείας, θὰ ἐλέγχωνται δὲ καὶ ἐγκρίνωνται ὑπὸ τοῦ Τεχνικοῦ Συμβούλου πρὸ πάσης ἐφαρμογῆς των.

Ἅπασαι αἱ ἔρευναι, αἱ σχετιζόμεναι μὲ τὸ ἔδαφος ὑποδομῆς τοῦ ἀερολιμένος καὶ τῶν θεμελιώσεων τοῦ συγκροτήματος ἀεροσταθμοῦ θὰ ἐκτελοῦνται εἰς τὸ ἐργαστήριον τοῦ Ὑπουργείου Δημοσίων Ἔργων δαπάναις τῆς Ἑλληνικῆς Κυβερνήσεως κατόπιν αἰτήσεως τοῦ Τεχνικοῦ Συμβούλου καὶ ὑπὸ τὴν συνυπεύθυνον παρακολούθησιν τούτου.

Ἐγκατάστασις Καυσίμων.

Τὰ σχέδια καὶ αἱ προδιαγραφαὶ διὰ τὰς ἐγκαταστάσεις ἀνεφοδιασμοῦ διὰ καυσίμων τῶν ἀεροσκαφῶν, περιλαμβανομένου καὶ τοῦ συστήματος ἀποθηκεύσεως καὶ διανομῆς καυσίμων, θέλουσιν ἐκπονηθῆ παρὰ τρίτων, θὰ ὑπόκεινται ὅμως ὡς πρὸς τὴν διάταξιν, τὴν θέσιν καὶ τὴν ἐπάρκειαν αὐτῶν εἰς τὴν θεώρησιν τοῦ Τεχνικοῦ Συμβούλου, εἰσηγουμένου διὰ τὴν τελικὴν ἔγκρισιν.

Λεωφόρος Προσπελάσεως.

Ἅπαντα τὰ σχέδια, προδιαγραφαί, ὡς καὶ ἡ ἐπίβλεψις κατασκευῆς τῆς λεωφόρου προσπελάσεως δὲν ἀποτελοῦσι θέμα τῆς παρούσης συμβάσεως καὶ θέλουσιν ἀναληφθῆ ὑπὸ τρίτων.

Ραδιοβοηθήματα Πτήσεως.

Τὰ σχέδια καὶ αἱ προδιαγραφαὶ δι' ἅπαντα τὰ ραδιοβοηθήματα πτήσεως, περιλαμβανομένου τοῦ συστήματος ἐνοργάνου προσγειώσεως (ILS) θέλουσιν ἐκπονηθῆ παρὰ τρίτων, θὰ ὑπόκεινται ὅμως εἰς θεώρησιν τοῦ Τεχνικοῦ Συμβούλου. Οὐχ ἧττον ὁ Τεχνικὸς Σύμβουλος κατὰ τὴν μελέτην τόσον τῆς γενικῆς διατάξεως τοῦ ἀερολιμένος ὅσον καὶ κατὰ τὴν μελέτην τοῦ ἀεροσταθμοῦ δέον νὰ προβλέψῃ καταλλήλους θέσεις, ἐν συνεννοήσει μετὰ τοῦ μελετῶντος τὰ ραδιοβοηθήματα τόσον εἰς τὸ πεδίον ὅσον καὶ ἐντὸς τοῦ ἀεροσταθμοῦ διὰ τὴν ἐγκατάστασιν τῶν ἀπαιτουμένων συσκευῶν, ὀργάνων κλπ. Ἐπίσης δέον νὰ λάβῃ πρόνοιαν διὰ τὴν ἀπαιτουμένην διαμόρφωσιν ἐδάφους ὡς καὶ διὰ τὰς ἀπαιτουμένας ἐγκαταστάσεις ἠλεκτρικοῦ ρεύματος, φωτισμοῦ, ἀερισμοῦ κλπ.

Ἀσύρματος Ἐπικοινωνία.

Τὰ σχέδια καὶ αἱ προδιαγραφαὶ δι' ἅπαντα τὰ μέσα ἀσυρμάτου ἐπικοινωνίας θέλουσιν ἐκπονηθῆ παρὰ τρίτων, θὰ ὑπόκεινται ὅμως εἰς θεώρησιν τοῦ Τεχνικοῦ Συμβούλου. Ὁ Τεχνικὸς Σύμβουλος θὰ λάβῃ πρόνοιαν κατὰ τὴν ἐκπόνησιν τῶν μελετῶν νὰ προβλέψῃ τοὺς ἀπαιτουμένους χώρους ἐν τῷ πεδίῳ καὶ τῷ ἀεροσταθμῷ πρὸς ἐγκατάστασιν τῶν μηχανημάτων καὶ συσκευῶν, ὡς καὶ τὸν ἐφοδιασμὸν τούτων δι' ἠλεκτρικῆς ἐνεργείας, φωτισμοῦ, ἀερισμοῦ κλπ. ἐν συνεννοήσει μετὰ τῶν ἁρμοδίων μελετητῶν.

Ἐπίβλεψις Κατασκευῆς.

Ὁ Τεχνικὸς Σύμβουλος θέλει παράσχει συνεχῶς ἐπὶ τόπου τοῦ ἔργου ὑπηρεσίας τεχνικῆς ἐπιβλέψεως κατασκευῆς, βασιζομένας ἐπὶ τοῦ ἔργου τοῦ ἐκτελουμένου ὑπὸ τοῦ προσωπικοῦ ἐλέγχου καὶ διοικήσεως, τὸ ὁποῖον θὰ παρασχεθῇ ὑπὸ τῆς Κυβερνήσεως, ὡς ὁρίζεται κατωτέρω. Αἱ ὑπηρεσίαι του αὗται ὡς κατωτέρω καθορίζονται, θέλουσι παρασχεθῆ ἐντὸς χρονικῆς περιόδου τριάκοντα (30) μηνῶν ἀρχομένης ἀπὸ τῆς ἡμέρας τῆς κατακυρώσεως τῆς πρώτης ἐργολαβίας. Ἐν πάσῃ περιπτώσει ἡ χρονικὴ ὡς ἄνω περίοδος τῶν τριάκοντα (30) μηνῶν δέον νὰ ἐμπίπτῃ ἐντὸς τῶν προσεχῶν τριάκοντα ἓξ (36) μηνῶν ἀπὸ τῆς ἡμερομηνίας ὑπογραφῆς τῆς παρούσης συμβάσεως.

Τὸ προσωπικὸν τὸ διατεθησόμενον ὑπὸ τοῦ Τεχνικοῦ Συμβούλου περιορίζεται ὡς ἑξῆς :

α) Εἷς Ἀμερικανὸς Πολιτικὸς Μηχανικὸς ἐπὶ τόπου τοῦ ἔργου διὰ συνεχῆ περίοδον 24 μηνῶν κατ' ἀνώτατον ὅριον.

β) Εἷς Ἕλλην Πολιτικὸς Μηχανικὸς ὡς βοηθὸς ἐπὶ τόπου τοῦ ἔργου διὰ συνεχῆ περίοδον 24 μηνῶν κατ' ἀνώτατον ὅριον.

γ) Εἷς Ἀμερικανὸς Μηχανικὸς ἐπὶ τόπου τοῦ ἔργου διὰ συνεχῆ περίοδον 18 μηνῶν κατ' ἀνώτατον ὅριον.

δ) Εἷς Ἕλλην Μηχανικὸς ὡς βοηθὸς ἐπὶ τόπου τοῦ ἔργου διὰ συνεχῆ περίοδον 18 μηνῶν κατ' ἀνώτατον ὅριον.

ε) Ἀμερικανοὶ Μηχανολόγοι καὶ Ἠλεκτρολόγοι Μηχανικοὶ διὰ συνολικὴν ἀπασχόλησιν 18 μηνῶν Μηχανικοῦ.

στ) Ἕλληνες Μηχανικοὶ ὡς βοηθοὶ διὰ συνολικὴν ἀπασχόλησιν 18 μηνῶν Μηχανικοῦ.

ζ) Βοηθητικαὶ-Διοικητικαὶ ὑπηρεσίαι θέλουσι παρασχεθῆ ὑπὸ τοῦ ἐν Ἀθήναις Γραφείου Τεχνικοῦ Συμβούλου διαρκούσης τῆς κατασκευαστικῆς περιόδου διὰ τριάκοντα (30) μῆνας κατ' ἀνώτατον ὅριον. Ἐπισκέψεις ἐπὶ τόπου τοῦ ἔργου θὰ πραγματοποιοῦνται κατὰ τὴν κρίσιν τοῦ Τεχνικοῦ Συμβούλου ὑπὸ εἰδικῶν ἀντιπροσώπων αὐτοῦ ἢ ἐκπροσώπων τῆς Eero Saarinen & Ass., ἢ ἄλλων Τεχνικῶν Ὀργανισμῶν, πάντως ὅμως κατὰ τρόπον ἐξασφαλίζοντα τὴν ἀρτίαν ἐπίβλεψιν. Τὸ ἐν Ἀθήναις γραφεῖον τοῦ Τεχνικοῦ Συμβούλου θέλει παράσχει ἐπίσης πᾶσαν ἀρχιτεκτονικὴν ὑπηρεσίαν διὰ τὴν πλήρη ἐφαρμογὴν τῶν ἀρχιτεκτονικῶν σχεδίων καὶ προδιαγραφῶν κατὰ τὴν διάρκειαν τῆς κατασκευῆς ὡς αὕτη ἤθελε κριθῆ ἀναγκαία παρὰ τοῦ Συμβούλου.

Ἡ διοίκησις τῶν ἔργων, ἤτοι ἐπιμετρήσεις, σύνταξις πιστοποιήσεων, λογιστικοὶ καὶ τεχνικοὶ ἔλεγχοι πάσης φύσεως, κανονιστικὰ πρωτόκολλα κλπ. θὰ διενεργῆται ὑπὸ τοῦ Γραφείου Ἐπιβλέψεως τῆς Ἑλληνικῆς Κυβερνήσεως, ὅπερ θὰ ἐπανδρωθῆ διὰ καταλλήλου καὶ ἐπαρκοῦς τεχνικοῦ, βοηθητικοῦ καὶ διοικητικοῦ προσωπικοῦ κατὰ τρόπον ὥστε νὰ διενεργῆται ἡ σχετικὴ ὑπηρεσία ἀπροσκόπτως καὶ μὲ ἀπόλυτον ἐνημερότητα.

Αἱ ὑπὸ τοῦ Γραφείου ἐπιβλέψεως πιστοποιήσεις ἐργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἔγγραφον βεβαίωσιν τοῦ ἁρμοδίου Τεχνικοῦ Συμβούλου περὶ τῆς συμφώνως πρὸς τὰς μελέτας καὶ τὰς προδιαγραφὰς ἐκτελέσεως τούτων, παρεχομένης ἐντὸς εὐλόγων χρονικῶν διαστημάτων, ὥστε νὰ μὴ προσκόπτῃ ἡ ὁμαλὴ πρόοδος τῶν ἔργων.

Ἐν περιπτώσει ἐκτελέσεως ἐργασιῶν μὴ συμφώνων πρὸς τὰ σχέδια καὶ τὰς προδιαγραφάς, ὁ Τεχνικὸς Σύμβουλος θὰ ἀνακόπτῃ τὴν πιστοποίησιν τῶν ἔργων τούτων, κατόπιν ἐγγράφου ἠτιολογημένου σημειώματός του, μέχρις ἀνακατασκευῆς τῶν ἔργων τούτων συμφώνως πρὸς τὰ σχέδια καὶ προδιαγραφάς.

Ὁ Τεχνικὸς Σύμβουλος πλέον τῶν ὑπηρεσιῶν τῶν καθοριζομένων εἰς τὸ Κεφάλαιον «Ἐπίβλεψις Κατασκευῆς» θέλει παράσχη καὶ τὰς κάτωθι γενικὰς ὑπηρεσίας :

α) Θεώρησις προσφορῶν ἐργολάβων κατασκευῆς καὶ εἰσήγησις ἐκλογῆς ἐργολάβου διὰ τὴν ἀνάθεσιν τῶν ἔργων.

β) Συμβουλαὶ ἐπὶ τεχνικῶν θεμάτων κατὰ τὴν περίοδον τῆς κατασκευῆς σχετικῶς πρὸς τὴν ἑρμηνείαν τῶν σχεδίων, προδιαγραφῶν ἐντολῶν, ἀλλαγῶν καὶ ἀπαιτήσεων ἐργολάβων.

Αἱ ὡς ἄνω ἐργασίαι περιορίζονται εἰς χρονικὴν περίοδον τριάκοντα (30) μηνῶν ἀρχομένην ἀπὸ τῆς ἡμερομηνίας τῆς ἀποσφραγίσεως τῶν ἀρχικῶν προσφορῶν διὰ τὴν κατασκευὴν τοῦ ἔργου, ὑπὸ τὴν προϋπόθεσιν, βεβαίως, ὅτι ἡ χορήγησις λεπτομερειακῶν σχεδίων θὰ εἶναι ἀπολύτως ἔγκαιρος διὰ τὴν ἐξασφάλισιν τῆς ἀκωλύτου προόδου τῶν ἔργων.

Ἄρθρον III.

Ὑπηρεσίαι Χορηγηθησόμεναι ὑπὸ τῆς Κυβερνήσεως.

Α) Η ΚΥΒΕΡΝΗΣΙΣ θὰ ἀναλάβῃ τὴν ὑποχρέωσιν πασῶν τῶν ἀναγκαιουσῶν ἀπαλλοτριώσεων ἐγκαίρως, πρὸς πλήρη ἀπελευθέρωσιν τοῦ χώρου τῶν ἔργων διὰ τὴν ἀκώλυτον πρόοδον τούτων.

Β) Η ΚΥΒΕΡΝΗΣΙΣ θὰ παραχωρήσῃ, ἄνευ δαπάνης τοῦ Τεχνικοῦ Συμβούλου ἐπαρκῆ χῶρον διὰ τὰ Γραφεῖα τοῦ Τεχνικοῦ Συμβούλου ἐπὶ τόπου τῶν ἔργων ἐξασφαλίζουσα καὶ πάσας τὰς σχετικὰς ἐγκαταστάσεις ὡς ἠλεκτρικοῦ ρεύματος, ὕδατος καὶ τηλεφώνου.

Γ) Η ΚΥΒΕΡΝΗΣΙΣ θέλει χορηγήσει, ἄνευ δαπάνης τοῦ Τεχνικοῦ Συμβούλου ἅπαντα τὰ τοπογραφικὰ στοιχεῖα καὶ πληροφορίας ἅτινα ἤθελον ζητηθῆ ὑπὸ τοῦ Τεχνικοῦ Συμβούλου. Η ΚΥΒΕΡΝΗΣΙΣ θὰ ἔχῃ τὴν εὐθύνην τῆς ἀκριβείας καὶ τῆς πληρότητος τῶν παρεχομένων σχετικῶν πληροφοριῶν.

Δ) Ἡ Κυβέρνησις θέλει χορηγήσει, ἄνευ δαπάνης τοῦ Τεχνικοῦ Συμβούλου ἅπαν τὸ ἀπαιτούμενον προσωπικὸν ἐλέγχου καὶ διοικήσεως τοῦ ἔργου ὡς καθορίζεται ἐν Ἄρθρῳ ΙΙ «Ἔκτασις Ὑπηρεσιῶν».

Ἄρθρον IV.

Χρόνος Ἐκτελέσεως.

Οἰκοθεν νοεῖται, ὅτι θέλει καταβληθῆ πᾶσα προσπάθεια τόσον κατὰ τὴν σύνταξιν τῆς μελέτης ὅσον καὶ κατὰ τὸ στάδιον κατασκευῆς τοῦ ἔργου, ὥστε νὰ ἐπιτευχθῆ ἡ ἔναρξις λειτουργίας τοῦ Ἀερολιμένος κατὰ τὴν λῆξιν τῆς τριακονταμήνου περιόδου ἀπὸ τῆς ἡμερομηνίας ὑπογραφῆς τῆς παρούσης συμβάσεως.

Ἡ μελέτη διὰ τὴν ἐπέκτασιν τοῦ διαδρόμου 16-34 θέλει συμπληρωθῆ ἐντὸς δύο (2) μηνῶν ἀπὸ τῆς παραδόσεως ὑπὸ τῆς Κυβερνήσεως εἰς τὸν Τεχνικὸν Σύμβουλον τῶν πλήρων τοπογραφικῶν στοιχείων καὶ τῶν στοιχείων ἐδάφους.

Ἡ προκαταρκτικὴ μελέτη τοῦ συγκροτήματος τοῦ ἀεροσταθμοῦ θὰ περατωθῆ ἐντὸς 8 μηνῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης. Ἡ μελέτη τῶν ἔργων ὑπ' ἀριθ. 1, 2, 3 τῶν διαλαμβανομένων εἰς τὸ Κεφάλαιον «Ἔκτασις Ὑπηρεσιῶν» θὰ περατωθῆ ἐντὸς 15 (δέκα πέντε) μηνῶν ἀπὸ τῆς ὑπογραφῆς τῆς συμβάσεως ἢ τῆς ἐντολῆς ἐνάρξεως τῆς ἐργασίας, ἐφόσον ἡ τελευταία αὕτη δοθῆ μεταγενεστέρως.

Οἰκοθεν νοεῖται ὅτι αἱ μελέται τῶν ἐπὶ μέρους ἔργων θὰ παραδίδωνται τμηματικῶς ὥστε νὰ καταστῇ δυνατὴ ἡ ἔναρξις αὐτῶν συμφώνως πρὸς τὸν συνημμένον τῇ παρούσῃ πίνακα χρόνου ἐργασιῶν.

Ἡ ἐπίβλεψις τοῦ ἔργου θὰ διαρκέσῃ ἐπὶ τριάκοντα (30) μῆνας ἀπὸ τῆς ἡμέρας τῆς κατακυρώσεως τῆς πρώτης ἐργολαβίας, ἐν πάσῃ περιπτώσει ἡ ὡς ἄνω χρονικὴ περίοδος δέον νὰ ἐμπίπτῃ ἐντὸς τῶν προσεχῶν τριάκοντα ἓξ (36) μηνῶν ἀπὸ τῆς ἡμερομηνίας ὑπογραφῆς τῆς παρούσης συμβάσεως.

Ἡ ἰσχὺς τῆς παρούσης συμβάσεως ἐκτείνεται εἰς χρονικὴν περίοδον τριάκοντα ἓξ (36) μηνῶν ἀπὸ τῆς ἡμερομηνίας ὑπογραφῆς τῆς παρούσης συμβάσεως. Μετὰ δὲ τὴν παρέλευσιν τῆς ὡς ἄνω 36/μήνου περιόδου ὁ Τεχνικὸς Σύμβουλος ἀπαλλάσσεται τῆς ὑποχρεώσεως πρὸς παροχὴν ὑπηρεσιῶν ἐκ τῆς παρούσης συμβάσεως. Πᾶσα δὲ τοιαύτη ὑπηρεσία παρεχομένη τῇ Κυβερνήσει ὑπὸ τοῦ Τεχνικοῦ Συμβούλου μετὰ τὴν ἐκπόνησιν τῆς ὡς ἄνω 36/μήνου προθεσμίας ἀποτελεῖ ἀντικείμενον νέας χωριστῆς συμφωνίας. Ἅμα τῇ λήξει τῆς ὡς ἄνω καθοριζομένης 36/μήνου περιόδου τὸ ὁλικὸν ποσὸν τῆς συμβατικῆς ἀμοιβῆς τῶν ἑξακοσίων ὀκτὼ χιλιάδων δολλαρίων ἀφαιρουμένων τῶν μέχρι τότε γενομένων τμηματικῶν πληρωμῶν, θέλει καταβληθῆ εἰς τὸν Τεχνικὸν Σύμβουλον.

Ἄρθρον V.

Ἀμοιβή.

Συμφωνεῖται ὡς κατ' ἀποκοπὴν ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου τὸ ποσὸν τῶν 608.000.00 ἐλευθέρων δολλαρίων Η.Π.Α. Ἡ ὡς ἄνω κατ' ἀποκοπὴν ἀμοιβὴ ἀντιστοιχεῖ εἰς τὰς κάτωθι ὑπηρεσίας :

Ὑπηρεσίαι μελέτης	Δολλ.	408.000.00
Ὑπηρεσίαι ἐπιβλέψεως κατασκευῆς	»	200.000.00
Συνολικὴ κατ' ἀποκοπὴν ἀμοιβὴ	»	608.000.00

Ἡ ἀμοιβὴ διὰ τὴν ἐπίβλεψιν κατασκευῆς ἀφορᾷ τὴν παροχὴν ὑπηρεσιῶν ἐπιβλέψεως ἐπὶ τόπου τοῦ ἔργου διὰ περιόδους μὴ ὑπερβαινούσας τὰς ὁριζομένας ἐν τῷ Κεφαλαίῳ «Ἔκτασις Ὑπηρεσιῶν». Ἐν ᾗ περιπτώσει αἱ ὡς ἄνω ὑπηρεσίαι παραταθῶσιν δι' οἱονδήποτε λόγον, ὁ Τεχνικὸς Σύμβουλος θέλει ἀποζημιωθῆ διὰ τὸ κόστος τῶν προσθέτων ὑπηρεσιῶν διὰ ποσοῦ ἴσου πρὸς τὸ κόστος μισθολογίου ηὐξημένον κατὰ 100 %.

Εἰς ἣν περίπτωσιν μετὰ τὴν ἐπίσημον ἔγκρισιν τῶν προκαταρκτικῶν σχεδίων καὶ τὴν ἐντολὴν τῆς Κυβερνήσεως ὅπως ὁ Τεχνικὸς Σύμβουλος προχωρήσῃ εἰς τὴν ἐκπόνησιν τῶν ὁριστικῶν σχεδίων, προδιαγραφῶν καὶ προϋπολογισμῶν, ἡ Κυβέρνησις ἤθελε διατάξει ἀλλαγάς, τότε ἡ ἀποζημίωσις τοῦ Τεχνικοῦ Συμβούλου διὰ τὴν προκύπτουσαν δαπάνην του θὰ εἶναι ἴση πρὸς τὸ κόστος τοῦ μισθολογίου τοῦ ἀπαιτουμένου διὰ τὰς τοιαύτας προσθέτους ὑπηρεσίας ηὐξημένον κατὰ 100 %. Ἐὰν λόγῳ τῶν ὡς ἄνω ἀλλαγῶν ἀπαιτηθῆ πρόσκλησις ἐν Ἑλλάδι Εἰδικοῦ Τεχνικοῦ Συμβούλου, ἡ Κυ-

βέρνησις ἀναλαμβάνει νὰ καταβάλῃ καὶ τὰ ἔξοδα ταξιδίου.

Πᾶσα πρόσθετος ἐργασία αἰτουμένη παρὰ τῆς Κυβερνήσεως πέραν τῆς «Ἐκτάσεως Ὑπηρεσιῶν» τῆς περιγραφομένης εἰς τὸ Ἄρθρον ΙΙ θέλει πληρωθῆ δι' ἀμοιβῆς συμφωνουμένης μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου πρὸ τῆς ἐνάρξεως παροχῆς τῶν προσθέτων ὑπηρεσιῶν.

Τμηματικαὶ Πληρωμαί.

Τὸ κατ' ἀποκοπὴν ποσὸν τῶν δολλ. 608.000.00 θέλει καταβληθῆ ὡς ἀκολούθως :

Διὰ τὴν μελέτην ποσὸν δολλαρίων εἴκοσιν ἑπτὰ χιλιάδων διακοσίων (δολλ. 27.200.00) θὰ καταβάλλεται εἰς τὸ τέλος ἑκάστου ἐκ τῶν δεκαπέντε διαδοχικῶν ἡμερολογιακῶν μηνῶν ἀπὸ τῆς ἡμερομηνίας τῆς συμβάσεως, ἐξαιρέσει τῆς τελευταίας μηνιαίας δόσεως ἥτις δὲν θὰ εἶναι πληρωτέα πρὸ τῆς ὑποβολῆς τῆς ὁριστικῆς μελέτης.

Ἐπὶ πλέον τῶν ὡς ἄνω μηνιαίων δόσεων τὸ ὑπόλοιπον τῶν δολλαρίων διακοσίων χιλιάδων δι' ἐπίβλεψιν κατασκευῆς θὰ καταβληθῆ εἰς τριάκοντα διαδοχικὰς μηνιαίας δόσεις ἑκάστη ἐκ δολλαρίων ἓξ χιλιάδων ἑξακοσίων ἑξήκοντα ἓξ καὶ 66 ἑκατοστῶν (δολλ. 6.666.66) ἀρχῆς γενομένης ἕνα μῆνα μετὰ τὴν κατακύρωσιν τοῦ πρώτου συμβολαίου κατασκευῆς.

Ἐκ τῶν ὡς ἄνω καταβολῶν δι' ὑπηρεσίας μελέτης ἡ Κυβέρνησις θὰ παρακρατῆ ἑκάστοτε ποσοστὸν 5 %. Μετὰ τὴν ἐκτέλεσιν τοῦ 95 % τῶν ὑπηρεσιῶν ἐκπονήσεως τῆς μελέτης ἡ Κυβέρνησις θὰ μειώσῃ τὸ παρακρατούμενον ποσοστὸν εἰς 2 % τῆς προϋπολογιζομένης συνολικῆς ἀμοιβῆς δι' ὑπηρεσίας ἐκπονήσεως μελέτης.

Ἡ Κυβέρνησις θὰ παρακρατήσῃ ἐκ τῶν ποσῶν τῶν ἑκάστοτε καταβαλλομένων εἰς τὸν Τεχνικὸν Σύμβουλον δι' ὑπηρεσίας ἐπιβλέψεως κατασκευῆς, ποσοστὸν 5 %. Ὅταν τὸ ἔργον τῆς ἐπιβλέψεως κατασκευῆς συμπληρωθῆ κατὰ 95 % τότε ἡ Κυβέρνησις θέλει μειώσει τὸ παρακρατούμενον ποσὸν εἰς 2 % τῆς προϋπολογισθείσης συνολικῆς ἀμοιβῆς δι' ἐπίβλεψιν κατασκευῆς.

Τὸ παρακρατούμενον ποσὸν τόσον διὰ τὴν ἐκπόνησιν τῆς μελέτης ὅσον καὶ διὰ τὴν ἐπίβλεψιν κατασκευῆς θὰ καταβληθῆ εἰς τὸν Τεχνικὸν Σύμβουλον ἅμα τῇ ὁριστικῇ παραλαβῇ τῆς ἀντιστοιχούσης εἰς τὰς Ὑπηρεσίας ταύτας ἐργασίας.

Ἄρθρον VI.

Ἄνοιγμα Πιστώσεως

Ἡ Κυβέρνησις πρὸς τὸν σκοπὸν καταβολῆς τῆς ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου θέλει ἀνοίξει μίαν διαιρετήν, βεβαιωμένην ἀνέκκλητον πίστωσιν ὑπὲρ τοῦ Τεχνικοῦ Συμβούλου παρὰ τῇ Τραπέζῃ First National City Bank of New York, ἐν Νέᾳ Ὑόρκῃ ΗΠΑ διὰ ποσὸν Δολ. 608.000.00. Αἱ πληρωμαὶ ἔναντι τῆς πιστώσεως ταύτης θὰ γίνωνται ἐντολῇ τῆς Κυβερνήσεως, ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Συγκοινωνιῶν καὶ Δημοσίων Ἔργων ἢ τοῦ δεόντως ἐξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν ἄρθρῳ V τῆς παρούσης χρηματικὰ ποσά.

Πρόσθετοι παρόμοιαι πιστώσεις θέλουσιν ἀνοιγῆ εἰς περίπτωσιν καθ' ἣν ἤθελον συμφωνηθῆ πρόσθετοι ἐργασίαι αἵτινες θὰ πληρωθῶσι κατὰ τὰ ἐν Ἄρθρῳ V τῆς παρούσης ὁριζόμενα.

Ἄρθρον VII.

Ἀπαλλαγαὶ Δασμῶν καὶ Φόρων.

1. Ἡ Κυβέρνησις ἀπαλλάσσει τὸν Τεχνικὸν Σύμβουλον καθ' ὅλην τὴν διάρκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἀπὸ τῆς καταβολῆς δασμῶν καὶ παρομαρτούντων τούτοις φόρων καὶ τελῶν, τέλους χαρτοσήμων, εἰσφορῶν, φόρου κύκλου ἐργασιῶν, φόρου πολυτελείας καὶ παντὸς ἐν γένει δικαιώματος ἢ κρατήσεως ὑπὲρ τοῦ Δημοσίου ἢ οἱωνδήποτε τρίτων ὑφισταμένων ἢ ἐπιβληθησομένων ἐν τῷ μέλλοντι διὰ τὰ ἐκ τοῦ Ἐξωτερικοῦ εἰσαγόμενα καὶ διὰ τὰς ὑπηρεσιακὰς ἀνάγκας τοῦ Τεχνικοῦ Συμβούλου ἀποκλειστικῶς προοριζόμενα δύο ἐπιβατικὰ αὐτοκίνητα, μηχανήματα, ἐργαλεῖα, φωτοτυπικοὺς χάρτας κλπ., σχέδια καὶ ἐν γένει ἐξοπλισμὸν τῶν ἐν Ἑλλάδι γραφείων καὶ ἐγκαταστάσεων τοῦ Τεχνικοῦ Συμβούλου.

2. Τὸ ἀλλοδαπὸν ὑπαλληλικὸν προσωπικὸν τοῦ Τεχνικοῦ Συμβούλου ἀπαλλάσσεται ὁμοίως ἀπὸ τῶν ἐν παραγράφῳ 1η τοῦ παρόντος Ἄρθρου διαλαμβανομένων δασμολογικῶν καὶ λοιπῶν φορολογικῶν ἐπιβαρύνσεων διὰ τὰ ὑπ' αὐτοῦ εἰσαγόμενα ἐκ τοῦ Ἐξωτερικοῦ ἐπιβατικὰ αὐτοκίνητα, ἀνταλλακτικὰ αὐτῶν, εἴδη ἀτομικῆς καὶ οἰκιακῆς χρήσεως πρὸς κάλυψιν τῶν συνήθων ἀναγκῶν τοῦ δικαιούχου. Τὰ ἐπιβατικὰ αὐτοκίνητα, εἴδη ἠλεκτρισμοῦ καὶ εἴδη ἀτομικῆς ἢ οἰκιακῆς χρήσεως θὰ παραδίδωνται εἰς ἐλευθέραν χρῆσιν συμφώνως πρὸς τὰς Ἑλληνικὰς Τελωνειακὰς Διατάξεις ἐπὶ τῇ καταθέσει προσωπικῆς ἐγγυητικῆς ἐπιστολῆς.

3. Ὁ Τεχνικὸς Σύμβουλος ὡς καὶ τὸ Ἀμερικανικῆς ὑπηκοότητος προσωπικὸν αὐτοῦ ἀπαλλάσσονται ἀπὸ τοῦ φόρου εἰσοδήματος ὡς καὶ παντὸς ἐν γένει τέλους φόρου εἰσφορᾶς ἢ κρατήσεων ὑπὲρ τοῦ Δημοσίου ἢ οἱωνδήποτε τρίτων ὑφισταμένων ἢ ἐπιβληθησομένων μεταγενεστέρως διὰ τὰ κέρδη καὶ ἐν γένει ἀμοιβὰς αὐτῶν ἐκ τῆς ἐκπονηθησομένης μελέτης καὶ ἐπιβλέψεως τοῦ ἔργου περὶ οὗ ἡ παροῦσα σύμβασις.

Ἄρθρον VIII.

Συνεργασία.

Ὁ Τεχνικὸς Σύμβουλος θὰ εὑρίσκεται εἰς συνεχῆ συνεργασίαν μετὰ τῆς Κυβερνήσεως, ἥτις θὰ ἐκδόσῃ ἐν καιρῷ ὁδηγίας καὶ ἐντολὰς πρὸς τοὺς ἐργολάβους καὶ ἄλλους, τῇ αἰτήσει τοῦ Τεχνικοῦ Συμβούλου, καὶ ἐφ' ὅσον ἤθελον ἀπαιτηθῆ, διὰ τὴν κατάλληλον καὶ ἔγκαιρον ἀποπεράτωσιν τοῦ ἔργου.

Ὁ Τεχνικὸς Σύμβουλος θὰ θέσῃ εἰς τὴν διάθεσιν τῆς Κυβερνήσεως πᾶσαν αἰτουμένην πληροφορίαν ἐν σχέσει πρὸς τὴν πρόοδον ἐν τῇ ἐκπονήσει τῆς μελέτης καὶ ἐν τῇ ἐπιβλέψει τῆς κατασκευῆς.

Ἄρθρον IX.

Ἔγκρισις τῆς Μελέτης.

Ἡ Κυβέρνησις ἐκπροσωπουμένη ὑπὸ τοῦ Ὑπουργοῦ Συγκοινωνιῶν καὶ Δημοσίων Ἔργων ἢ τοῦ δεόντως ἐξουσιοδοτουμένου ἀντιπροσώπου αὐτοῦ θέλει ἐγγράφως γνωρίσει εἰς τὸν Τεχνικὸν Σύμβουλον καὶ ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ὑποβολῆς τῆς προμελέτης ἢ τῆς ὁριστικῆς μελέτης ἢ τμημάτων αὐτῶν τὴν ἔγκρισιν αὐτῶν καὶ θέλει ἐντὸς τῶν αὐτῶν τριάκοντα ἡμερῶν γνωρίσει εἰς τὸν Τεχνικὸν Σύμβουλον τὰς τροποποιήσεις τὰς ὁποίας ἡ Κυβέρνησις ἤθελεν ἀπαιτήσει.

Ἐν περιπτώσει καθ' ἣν ἡ Κυβέρνησις δὲν εἰδοποιήσῃ ἐγγράφως τὸν Τεχνικὸν Σύμβουλον σχετικῶς πρὸς τὴν ἀπόφασίν της ἐν σχέσει πρὸς τὰς ὑποβληθείσας μελέτας ἐντὸς τῆς ὡς ἄνω ὁριζομένης προθεσμίας, αἱ μελέται αὗται θεωροῦνται ὡς ἐγκριθεῖσαι.

Ἄρθρον X.

Γλῶσσα Μελέτης καὶ Σχεδίων.

Αἱ προδιαγραφαὶ καὶ τὰ σχέδια θὰ συνταχθῶσιν εἰς τὴν Ἑλληνικὴν καὶ Ἀγγλικὴν γλῶσσαν.

Αἱ προδιαγραφαὶ θὰ ὑποβληθῶσι βιβλιοδετημέναι, αἱ δὲ ἀντίστοιχοι σειραὶ σχεδίων θὰ βιβλιοδετηθῶσι κεχωρισμένως, δέκα (10) ἀντίγραφα προδιαγραφῶν καὶ ἰσάριθμα σχεδίων θὰ ὑποβληθῶσιν εἰς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς καὶ οἱ τελικοὶ σχετικοὶ ὑπολογισμοί. Εἰς ἣν περίπτωσιν αἰτηθῶσι παρὰ τῆς Κυβερνήσεως πλέον τῶν ἀνωτέρω ἀντίτυπα ἡ σχετικὴ δαπάνη καθοριζομένη ὑπὸ τοῦ Τεχνικοῦ Συμβούλου βαρύνει ἀποκλειστικῶς τὴν Κυβέρνησιν.

Ἄρθρον XI.

Κυριότης Μελετῶν.

Ἡ κυριότης τῶν ἐκπονηθησομένων καὶ παραδοθησομένων ὡς ἄνω μελετῶν ἀνήκει εἰς τὴν Κυβέρνησιν.

Ἄρθρον XII.

Ὁ Τεχνικὸς Σύμβουλος θέλει ἐκπονήσει τὴν μελέτην καὶ ἐπιβλέψει τὴν ἐκτέλεσιν τοῦ Ἔργου ἐπὶ τῇ βάσει τῶν διεθνῶς παραδεδεγμένων κανόνων τῆς τέχνης καὶ ἐπιστήμης.

Ὁ Τεχνικὸς Σύμβουλος θὰ καταβάλῃ πᾶσαν προσπάθειαν διὰ νὰ προφυλάξῃ τὴν Κυβέρνησιν ἔναντι ἐλαττωμάτων καὶ ἐλλείψεων τῆς ἐργασίας τῶν ἐργολάβων, ἀλλὰ δὲν δύναται νὰ ἐγγυηθῇ ὅτι οἱ ἐργολάβοι θὰ ἐκτελέσωσι τὰς ὑποχρεώσεις των συμφώνως πρὸς τὰς συμβάσεις των.

Ἄρθρον XIII.

Διαιτησία.

Πᾶσα διαφωνία μεταξὺ τῶν ὧδε συμβαλλομένων ἀναφερομένη εἰς τὴν ἑρμηνείαν τῶν ὅρων τῆς παρούσης συμβάσεως ἐπιλύεται ὑπὸ τριμελοῦς διαιτητικῆς ἐπιτροπῆς. Τὰ μέλη ταύτης ὑποδεικνύονται ὡς ἑξῆς : Τὸ πρῶτον ὑπὸ τῆς Κυβερνήσεως, τὸ δεύτερον ὑπὸ τοῦ Τεχνικοῦ Συμβούλου καὶ τὸ τρίτον ὑπὸ τοῦ Προέδρου Ἐφετῶν Ἀθηνῶν.

Ἄρθρον XIV.

Καταγγελία τῆς συμβάσεως.

Ἡ παροῦσα σύμβασις δύναται νὰ καταγγελθῇ δι' ἀποφάσεως τοῦ Ὑπουργοῦ Συγκοινωνιῶν καὶ Δημοσίων Ἔργων κατόπιν ἀποφάσεως τῆς Ἐπιτροπῆς διαιτησίας δικαιολογούσης τοιαύτην ἐνέργειαν. Εἰς τὴν περίπτωσιν ταύτην ὁ Τεχνικὸς Σύμβουλος δικαιοῦται νὰ λάβῃ ὡς ἀμοιβήν του τὴν ἀξίαν τῶν μέχρι τοῦ χρόνου τῆς καταγγελίας προσφερθεισῶν ὑπηρεσιῶν του, βάσει συμφωνίας μεταξὺ τῶν συμβαλλομένων ἢ βάσει ἀποφάσεως τῆς διαιτησίας.

Ἄρθρον XV.

Γλῶσσα συμβάσεως.

Ἡ παροῦσα Σύμβασις συνετάγη εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν καὶ εἰς δύο ὁμοια προτότυπα εἰς ἑκάστην γλῶσσαν, ἕκαστος δὲ τῶν συμβαλλομένων ἔλαβεν ἀνὰ ἓν ἐκ τῶν εἰς τὰς δύο ὡς ἄνω γλώσσας προτοτύπων δεόντως ὑπογεγραμμένα παρ' ἀμφοτέρων τῶν συμβαλλομένων. Εἰς περίπτωσιν διαφορᾶς τῶν δύο κειμένων τὸ Ἑλληνικὸν τοιοῦτον θεωρεῖται ἐπικρατέστερον καὶ κατισχύει.

ΟΙ ΣΥΜΒΑΛΛΟΜΕΝΟΙ

Διὰ τὴν	Διὰ τὴν
Ἑλληνικὴν Κυβέρνησιν	AMMANN & WHITNEY
Σ. ΓΚΙΚΑΣ	G. GROSS
Ὑπουργὸς Συγκ. καὶ Δημ. Ἔργων	

B. Ἀγγλικὸν κείμενον

THIS CONTRACT made this 6 day of April in the year Nineteen Hundred and Sinty. between the Government of the Kindom of Greece, hereinafter called the GOVERNMENT, represented by Mr. S. Ghikas, Minister of Communications and Public Works, and AMMANN & WHITMEY, Architect-Enginners, hereinafter called the CONSULTANT, represented by virtue of the Power of Attorney dated Jannuary 2, 1960 appended to this contract, by Mr. George Gross, a resident of the United State temporarily residing in Greece.

Hitnesseth :

Whereas, pursuant to an agreement between the GOVERNMENT and the CONSULTANT, the CONSULTANT has prepared and submitted to the GOVERNMENT a report entitled «DEVELOPMENT OF ATHENS AIRPORT», recommending extension and additions to the Athens Airport, and the GOVERNMENT desires to preceed with the development of Athens Airport.

NOW THEREFORE, the parties hereto agree as follows :

Article I.

Appointment of Consultant

The GOVERNMENT entrusts to the CONSULTANT and the CONSULTANT accepts from the GOVERNMENT the preparation of design and the supervision of the construct on based thereon, of the facillities recommended in the abovecited report with modifications thereto as agrede between the GOVERNMENT and the CONSULTANT, all as more specifically hereinafter Set forth in the following «Scope of Work».

Article II.

The Consultant's Services

The Consultant's services shall include the preparation of preliminary plans, working drawings and specifications and the supervision of construction all of which are required for the project and all as more particularly described in following «Scope of Work».

Scope of Work

Design :

The Consultant will prepare preliminary plans, outline specifications, and preliminary cost estimates which will clearly delineate all features of the project as set forth hereafter and will be submi tted to the Government for approval before proceeding with final designs.

On approval of the preliminary submission the Consultant will prepare final contract plans, specifications, contract documents and final cost estimates, all as required to obtain and assess competive construction bids from qualified construction contractors, on the following items of work :

Item 1-Airport

a) Extension of runway- 16-34 conisting of the necessary grading, drainage, paving and associated ranway and approach lighting (3000 foot lance).

b) New taxiway parallel to runway 16-34 with holdling pads and high speed turnoffs consisting of the necessary grading, drainage, paving and associated runway and taxiway lighting.

c) International apron east of runway 16-34 consisting of necessary grading, drainage, paving and lighting.

d) Extension of the existing taxiway west of runway 16-34 up to the final lenght of the runway, high-speed turnoffs from runway 16-34 as required, holding pads, necessary grading, drainage, paving and associated runway, and taxiway lighting as in paragraph b. above.

Item2-Utilities

a) Water storage and distribution system to serve the new international terminal area. The system will be so designed as to provide water for both fire fighting and internal use.

b) Independent sanitary and waste disposal system to serve the international terminal area.

c) Electrical distribution and emergency power generation system to adequately supply the power requirement of international terminal areas, runway and taxiway lighting systems.

d) A telephone and teleautograph communications distribution system to serve the international terminal area.

e) All of the above utilities will be designed so that it will be possible to also serve the existing area of domestic terminal.

Item3-International Terminal Complex Area

Site plan, terminal building, with all required auxiliary installations, control, tower, parting lots, approach roads and other pertinent structures necessary to provide a complete operational Airport Terminal facility. Site planning for the international Terminal complex and all related Architectural design will be by Erro Saarinen and Associates, Ammann and Whithey and the special Consultants Landrum and Brown, Bolt Beranek and Nowmann, Inc. and others, as required by the Consultant.

The design of the terminal complex shall provide for future extension, so as to serve the domestic triffic as well. All designs shall be prepared in great detail and in a manner permitting the construction of the project without difficulties. In preparing the designs the existing Greek State regulations in force shall be observed, including the special seismic regulation.

Thedrawings in general for all items above shall be detailled, in suitable scales and in accordance with the internationally accepted, practics, so that the drawings to be prepared by contractors and manufactures (Shop Drawings) shall be limited only to construction details shall be reviewed and approved by the consultant prior to being used in the project.

All soils testing for the airport and for the foundations of the terminal buildings will be carried out at the Laboratory of the Ministry of Public Works and be paid by the Government, said testing to be done at the request of the Consultant who will shere the responsibility for its supervision.

Fuel installation

Plans and specifications for the aircraft fueling installation, including storage and distribution systems, will be prepared by other and will be subject to review and approval by this consultant, as to layout, location and adequacy.

Access Highway

All plans specifications and supervision of construction for the access highway are not included in this contract and will be undertaken by others.

Navigational Aids

Plans and specifications for all radio type navigational aids, including instrument landing system (ILS), will be prepared by others subject to review by this Consultant.

The Consultant, however, will cooporate with the designers of the Navigational, aids, during the development of the site plan and during the design of Terminal building, in allocating the necessary spaces for the installation of the equipment both outside the Terminal building and in the Terminal building itself. The Consultant will provide the required utilities, electrical installations, lighting ventilation, grading, etc. in connection with the Navigational aids.

Wirelless Communications

Plans and specifications and supervision of construction for all wireless communications facilities will be prepared by others subject to review by this Consultant.

The Consultant's designs will make provisions for the required space for the intallation of wireless communication equipment and servicing of same with electricity, lighting, ventilation etc. all to be provided in consultations with the designers of said installations.

Construction Supervision

The Consultant will furnish continuous on-site technical construction supervision services based on the work performed by the inspection and administrative personnel provided by the Government as set forth hereinafter. Such services, as hereinafter set forth shall be provided within a thirty (30) month period which period commences with date of award of the initial construction contract provided such thritymonth period is within a period of thrty six (36) months from the date of this contract.

The personnel to be provided by the Consultant will be limited to the following :

a) One Americal Resident Civil Engineer for a maximun of 24 continuous months.

b) On Assistant Greek Civil Engineer for a maximum of 24 continuous months.

c) One American Resident Engineer for a maximum of 18 continuous months.

d) One Assistant Greek Engineer for a maximum of 18 continuous months.

e) American Mechanical and Electrical Engineers for a combined maximum of 18 man-months.

f) Assistant Greek Engineers for a baximum of 18 man-months

g) Clerical and administrative assistance by the Consultants Athens office during a construction period of 30 months maximum. Trips to the site during the construction period as deemed necessary by the Consultant, by specialist representatives of the Consultant, Eero saarinen and Associates or such other engineering organizations as may be deemed advisable by the Consultant, but in a manner assuring the adequacy of the supervision. The Consultant's office in Athens will also furnish all architectural assistance deemed necessary by the Consultant, for the application of the architectural drawings and specifications during the construction period.

The administration of the works namely quantity measurements, preparation of certificates for payment, administrative and technical inspections of any kind, adjustment protocols etc. shall be carried out by the Supervision office of the Greek Government, which will be adequately staffed with qualified technical, administrative and auxiliary personnel so that the required services can be performed without delays and difficulties. Certificates for payment of work performed will be issued by the (Greek) supervision Office only after approval by the consultant as to the conformance of the work to the drawings and specifications. Said written approval to be given within reasonable time so as no to disrupt the progress of the works.

In the event that construction of the works does not conform to the drawings and specifications, the Consultant will stop certificates for payment for said works, following written justification for such action and until the work is reconstructed in accordance with the drawings and specifications.

The Consultant will provide the following general services in addition to those services itemized under Construction Supervision:

a) Rewiew and recommendation of costruction contractor's bids in connection with award of construction contracts.

b) Consultation during the construction period for interpretation of plans, specifications, change orders and contractor's claims.

All of these services are limited to a period of thirty (30) consecutive months beginning with the date of opening of the initial construction bids, provided that the detailed drawings shall be submitted in time to insure steady progress of the work.

Article III.

Services to be Provided by the Government

A. The Government andertakes the responsibility to effect all necessary expropriations in time and clear out the area so that the works can proceed without delay.

B. The Government shall furnish, wilkout cost to the Consultant, adequate job site space for the offices of the Consultant including all necessary installations such as electrical installation, water and telephone.

C. The Government shall furnish, without cost to the Consultant, all topographic data and information which may be requested by the Consultant.

The Government will be responsible for the accuracy and completeness of the information supplied.

D. The Government shall provide, at no cost to the Consultant, all necessary inspection and administration of the work as set forth in Article II, «Scope of Work».

Article IV.

Time of Performance

It is understood that every effort will be made in the design and construction program to achieve operation of the airport at the end of thirty (30) months from the date of signing the contract.

Design of the extension of Runway 16-34 will be complete within two (2) months of receipt of complete survey and soil information from the Government.

Preliminary design of the terminal complex shall be completed eight months from date of contrad. The design of all itoms of all items listed under «Scope of Work» Design Items 1, 2, 3 shall be completed 15 months from date of contract or notice to proceed whichever is lated.

It is understood that completed designs of sections of the project will be submitted progressivelly so that construction can be started in accordance with the time schedule appended herewith.

The present contract shall be valid for a period of thirty six (36) months from date of signing of this contract. After the expiration of the above period of thirty six (36) months the Consultant will not be bount by the terms of this contract. Any services to be provided by the Consultant after the expiration of said period of (36) months shall be the subject of a new contract. Upon the completion of the thirty six (36) months period set forth above the total Consultant's basic fee of six hundred eight thousand dollars less prior progress payments shall be paid to the Consultant.

Article V.

Engineer's Fee

For the services described herein the Government shall pay to the Consultant' a lump sum fee of $ 608.000. The above lump sum fee corresponds to the following services:

Design Services	$	408.000
Construction Supervision Services	$	200.000
Total Lump Sum Fee	$	608.000

The Construction Supervision fee corresponds to field supervision services for periods not to exceed those set forth in the «Scope of Work», Should these periods be extended for any reason the Consultant shall be reimbursed for the cost of additional services in an amount equel to payroll costs plus 100 % of payroll costs.

In the event that, after formal approval of preliminary plans and authorization by the Government to proceed with contract plans, specifications and estimates the Government orders changes, reimbursements of the cost thereof to the Consultant shall be made in an amount equal to the payroll costs of performing such additional services plus 100 % of said payroll costs. If, due to such changes, it becomes necesary that a special Consultant be calledfrom abroad, the Government shall also pay his travel expenses.

Any additional work required by the Government outside of the Scope of Work described in Article II is to be paid for at a fee to be negotiated between the Government and the Consultant prior to the commencement of such additional work.

Progress Payments

The lump sum fee of $ 608.000 shall be payable as follows : For design an amount of $ 27,200 shall be payable at the end of each successive month for a period of fifteen (15) months starting from the day of signature of the contract, except that the last payment shall not be due until submission of final design documents.

In addition to the above monthly installments the balance of $ 200,000 for supervision shall be payable in thirty successive monthly installments of $ 6,666,66 each, starting one month from the date of award of the initial construction contract.

The Government will retain out of the amounts earned by the Consultant under Design Services a sum equal to five percent (5 %) of such earned amounts. When the work to be performed under Design Services shall reach ninety five percent (95 %) of completion the Government shall reduce the retained percentages to two percent (2%) of the estimated total fee under Design Services.

The Government shall retain out of the amounts earned by the Consultant under Construction Supervision Services a sum equal to five percent (5 %) of the earned amount.

When the work to be performed under Construction Supervision Services shall reach ninety five percent (95 %) of completion the Government shall reduce the retained percentages to two percent (2 %) of the estimated total fee under Construction Supervision Services.

The amount retained under either Design Services or Construction Supervision Services shall be paid upon final acceptance of the work for this service.

Article VI

Letter of Credit

The Government shall, for the purpose of making fee payments to the Consultant open a divisible, confirmed irrevocable letter of credit in favor of the Consultant at the First National City Bank of New York in New York, U.S.A., in the amount of $ 608,000 the drafts against which shall be payable on the order of the Government represented by the Minister of Communications and Public Works or his duly authorized representative in the amounts set forth in Article V above.

Additional similar letters of credit shall be established, in suitable and sufficient amounts to cover additional payments to the Consultant as set forth in Article V, whenever additional services are agreed upon.

Article VII

Exemption from taxes and duties

A. The Government exempts the Consultant during the period the present contract will remain valid, from payment of custom duties and related taxes, imposts, stam tax, contributions, turnover tax, luxury tax and in general all duties or deductions in favor of the Greek State or any third party, existing or to be imposed in the future on all items imported from abroad destined exclusively for the needs of the Consultant such as

machinery, tools, printing paper, and drawings, and in general all equipment required for the Consultant's offices in Greece, and two passenger cars.

B. All foreing employees of the Consultant are also exempt from customs and other charges listed in paragraph (1) above, levied on personnal and household effects, electrical appliances, passenger cars, etc. Passenger cars, electrical appliances, and personal and household effects shall be released to the person concerned for his own free use, in accordance with the Greek customs regulations, on deposit of a personal letter of guarantee.

C. The Consultant and any of its foreing employees are exempted of payment of income tax as well as of any existing or to be imposed in the future tax, in favor of the Greek State or any third party, on their income, fees and or salaries deriving from the design and supervision of work provided in the present contract.

Article VIII

Cooperation

The Consultant will be in continuous cooperation with the Government and the latter shall issued instructions in time to cotractors and others at the request of the Consultant and upon the Consultant's instructions and orders, for the proper and prompt completion of the project.

The Consultant shall make available to the Government all iformation requested with reference to the progress of the designs and of the supervision of construction.

Article IX

Approval of Designs

The Government represented by the Minister of Communications and Public Works or his duly authorized representative shall approve the Consultant's Designs in writing within 30 days from the date of submission of the preliminary or final design or sections thereof or shall within the same 30 days inform the Consultant of mofifications which the Government might require.

In case the Government does not notify the Consultant in writting about their decision with regard to the designs submitted as above within the above mentioned period, said designs shall be considered as having been approved.

Article X

Language of design and Drawings

The specifications and working drawings shall be prepared in Greek and English. The specifications shall be submitted as bound books and the corresponding sets of drawings shall be bound separately. Ten copies of each shall be submitted to the Government. The design calculations shall be submitted to the Government in final form and in ten copies.

All of the above noted books of specifications, drawings and design calculations submitted in excess of 10 copies shall be reimbursed to the Consultant based on the Consultant's actual cost of material and labor for printing such books.

Article XI

Ownership of Designs

The designs prepared by the Consultant shall be the property of the Government who can make use of same.

Article XII

The Consultant shall exercise all reasonable skill and diligence in the discharge of their duties with respect to this project. The Consultant shall endeavor to guard the Government against defects and deficiencies in the work of contractors, but he does not guarantee contractor's performance under their contracts.

Article XIII

Arbitration

Any disagreement concerning questions of fact between the Government and the Consultant during the period in which the present contract is in force, shall be subject to a final arbitration by a committee consisting of one arbitrator appointed by the Government, on by the Consultant and a third one appointed by the President of the Athens Superior Court.

Article XIV

Abandonment or Termination

This contract may be terminated by a decision of the Minister of Public Works following a decision of the arbitration committee justifying such action. In the event of such termination or abandonment, payment for services rendered by the Consultant shall be the value of the services rendered prior to the date of termination or abandonment as agreed by the parties or as determined by arbitration.

Article XV.

Contract Language

The present contract has been prepared in two identical originals in Greek and in English and each of the contracting parties has received one each of the two originals duly signed by both parties. The Greek text shall be considered to prevail wherever the texts are not identical.

Government of	AMMANN & WHITNEY
Kingdom of Greece	G. GROSS
S. GHIKAS	Project Manager
Minister of Communications and Public Works	

ΣΥΜΒΑΣΙΣ ΔΕΥΤΕΡΑ

Ἀπὸ 22 Αὐγούστου 1963 διὰ τὴν παράτασιν συμβάσεως μελέτης καὶ ἐπιβλέψεως κατασκευῆς τοῦ προγράμματος ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν.

Α) Ἑλληνικὸν Κείμενον

Ἐν Ἀθήναις σήμερον τὴν 22αν Αὐγούστου τοῦ ἔτους χίλια ἐννεακόσια ἑξήκοντα τρία, μεταξὺ ἀφ' ἑνὸς τῆς Ἑλληνικῆς Κυβερνήσεως, ἐφεξῆς καλουμένης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημοσίων Ἔργων κ. Γεωργίου Μαρκάκη, καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ Ὑόρκῃ ΗΠΑ ἑδρευούσης ἑταιρείας Ammann καὶ Whithey. Ἀρχιτέκτονες Μηχανικοί, ἐφεξῆς καλουμένων «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» καὶ ἐκπροσωπουμένης δυνάμει τοῦ ἀπὸ 2 Ἰανουαρίου 1960 καὶ 26 Αὐγούστου 1963 πληρεξουσίου συνημμένου τῇ παρούσῃ συμβάσει, ἀπὸ τοῦ κ. George Gross, κατοίκου ΗΠΑ, προσωρινῶς διαμένοντος ἐν Ἑλλάδι, συνεφωνήθησαν τὰ ἀκόλουθα :

Ἄρθρον 1.

Παράτασις Ἐπιβλέψεως Κατασκευῆς.

Βάσει τῆς ἀπὸ 6ης Ἀπριλίου 1960 Συμβάσεως μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου, οὗτος ἀνέλαβε τὴν ἐκπόνησιν τῆς ὁριστικῆς μελέτης καὶ τὴν ἐπίβλεψιν τῆς κατασκευῆς τοῦ Προγράμματος Ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν. Ἡ χρονικὴ διάρκεια τῆς ἐπιβλέψεως

βάσει τῆς εἰρημένης συμβάσεως ἐξέπνευσε τὴν 19 Ἰουλίου 1963 ἀλλ' ἕνεκα διαφόρων αἰτιῶν, ἀνεξαρτήτων τῆς θελήσεως καὶ πέραν τῶν δυνατοτήτων ἀμφοτέρων τῶν συμβαλλομένων ὧν ἔχουσι πλήρη γνῶσιν ἀμφότερα τὰ συμβαλλόμενα μέρη δὲν συνεπληρώθη ἡ σύνταξις τῶν συμφωνηθεισῶν μελετῶν καὶ δὲν ἀποπερατώθη τὸ ὅλον ἔργον. Ἤδη, βάσει τῆς ἐπιτελεσθείσης προόδου εἰς τὴν κατασκευὴν τοῦ ἔργου ὑπολογίζεται ὅτι τὸ ἔργον θὰ περατωθῇ εἰς τὸ τέλος τοῦ προσεχοῦς ἔτους 1964. Συνεπῶς ἡ Κυβέρνησις κρίνει σκόπιμον καὶ συμφέρουσαν τὴν παράτασιν τῆς συμβάσεως καὶ εἰδικώτερον τῶν ὑπηρεσιῶν ἐπιβλέψεως τοῦ Τεχνικοῦ Συμβούλου μέχρι τέλους τοῦ ἔτους 1964, ἤτοι διὰ δέκα ἑπτὰ μῆνας, ἀρχομένην δὲ ἀπὸ τῆς 20 Ἰουλίου 1963 ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης παρατάσεως, ὁ δὲ Τεχνικὸς Σύμβουλος ἀποδέχεται τὴν παράτασιν ταύτην.

Πρὸ τῆς λήξεως τῆς συμφωνουμένης ὧδε παρατάσεως καὶ δὴ ἐντὸς τῆς συντομωτέρας δυνατῆς προθεσμίας ὁ Τ.Σ. ἀναλαμβάνει καὶ ὑπόσχεται νὰ ὑποβάλῃ πάσας τὰς ὑπολειπομένας μελέτας πρὸς συμπλήρωσιν τοῦ ἔργου ὡς καὶ πάντα τὰ τυχὸν ἀπαιτούμενα σχέδια λεπτομερειῶν, τροποποιήσεις ἐπιβληθείσας ἐξ εἰδικῶν συνθηκῶν κλπ.

Ἄρθρον 2.

Ὑπηρεσίαι Τεχνικοῦ Συμβούλου.

Αἱ ὑπηρεσίαι μελετῶν καὶ ἐπιβλέψεως τὰς ὁποίας θὰ παράσχῃ ὁ Τεχνικὸς Σύμβουλος θὰ εἶναι ἀπὸ ἀπόψεως εἴδους ὅμοιαι ὡς αἱ ἐν τῇ ὡς ἄνω ἀπὸ 6ης Ἀπριλίου 1960 συμβάσει ὁριζόμεναι ὑπηρεσίαι, διαρκούσης τῆς 17μήνου περιόδου τῆς ἀρχομένης ἀπὸ 20 Ἰουλίου 1963.

Βοηθητικαὶ-Διοικητικαὶ ὑπηρεσίαι θέλουσι παρασχεθῇ ὑπὸ τοῦ ἐν Ἀθήναις γραφείου τοῦ Τεχνικοῦ Συμβούλου διαρκούσης τῆς συμβατικῆς περιόδου τῶν δέκα ἑπτὰ μηνῶν.

Ἡ διοίκησις τῶν ἔργων, ἤτοι Ἐπιμετρήσεις, σύνταξις Πιστοποιήσεων, λογιστικοὶ καὶ τεχνικοὶ ἔλεγχοι πάσης φύσεως, κανονιστικὰ πρωτόκολλα κλπ. θὰ διενεργῆται ὡς καὶ μέχρι σήμερον ὑπὸ τοῦ Γραφείου Ἐπιβλέψεως τῆς Ἑλληνικῆς Κυβερνήσεως, ὅπερ θὰ ἐπανδρωθῇ διὰ καταλλήλου καὶ ἐπαρκοῦς τεχνικοῦ, βοηθητικοῦ καὶ διοικητικοῦ προσωπικοῦ κατὰ τρόπον ὥστε νὰ διενεργῆται ἡ σχετικὴ ὑπηρεσία ἀπροσκόπτως καὶ μὲ ἀπόλυτον ἐνημερότητα.

Αἱ ὑπὸ τοῦ Κυβερνητικοῦ Γραφείου ἐπιβλέψεως πιστοποιήσεις ἐργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἔγγραφον βεβαίωσιν τοῦ ἁρμοδίου ἐκπροσώπου τοῦ Τεχνικοῦ Συμβούλου περὶ τῆς συμφώνως πρὸς τὰς μελέτας καὶ τὰς προδιαγραφὰς ἐκτελέσεως τούτων, τῆς βεβαιώσεως ταύτης παρεχομένης ἐντὸς εὐλόγων χρονικῶν διαστημάτων, ὥστε νὰ μὴ προσκόπτῃ ἡ ὁμαλὴ πρόοδος τῶν ἔργων.

Ἐν περιπτώσει ἐκτελέσεως ἐργασιῶν μὴ συμφώνως πρὸς τὰ σχέδια καὶ τὰς προδιαγραφάς, ὁ Τεχνικὸς Σύμβουλος θὰ ἀνακόπτῃ τὴν πιστοποίησιν τῶν ἔργων τούτων, κατόπιν ἐγγράφου ἠτιολογημένου σημειώματός του μέχρις ἀνακατασκευῆς τῶν ἔργων τούτων συμφώνως πρὸς τὰ σχέδια καὶ προδιαγραφάς.

Ὁ Τεχνικὸς Σύμβουλος πλέον τῶν ὑπηρεσιῶν τῶν καθοριζομένων ἀνωτέρω θέλει παράσχῃ, τυχὸν καλούμενος, καὶ τὰς κάτωθι γενικὰς ὑπηρεσίας.

α) Θεώρησις εἰδικῶν προσφορῶν τῶν Ἀναδόχων κατασκευῆς καὶ εἰσήγησις ἐκλογῆς εἰδικῶν κατασκευαστῶν, ἢ προμηθευτῶν δι' ἐξοπλισμὸν ἢ ὑλικὰ προοριζόμενα διὰ τὰ ἔργα.

β) Συμβουλαὶ πρὸς τοὺς ἀναδόχους ἐπὶ τεχνικῶν θεμάτων κατὰ τὴν περίοδον τῆς κατασκευῆς σχετικῶς πρὸς τὴν ἑρμηνείαν τῶν σχεδίων, προδιαγραφῶν, ἐντολῶν ἀλλαγῶν καὶ ἀπαιτήσεων ἐργολάβων.

Ἄρθρον 3.

Ἀμοιβὴ Τεχνικοῦ Συμβούλου.

Διὰ τὰς ὑπηρεσίας τὰς παρεχομένας ὑπὸ τοῦ Τεχνικοῦ Συμβούλου ὡς αὗται ὁρίζονται ἐν ἄρθρῳ 2 ἀνωτέρω, συμφωνεῖται ὡς κατ' ἀποκοπὴν ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου τὸ ποσὸν τῶν δραχμῶν ἑκατὸν χιλιάδων ἐλευθέρων Δολλαρίων ΗΠΑ (Δολλ. 100.000).

Ἡ ὡς ἄνω κατ' ἀποκοπὴν ἀμοιβὴ θέλει καταβληθῇ εἰς ἓξ τριμηνιαίας δόσεις ἐκ Δολλ. 16.666,66 ἑκάστη καταβλητέα εἰς τὴν πρώτην τοῦ πρώτου μηνὸς ἑκάστου τριμήνου, τῆς πρώτης δόσεως καταβαλλομένης τὴν πρώτην ἡμέραν ἰσχύος τῆς παρούσης παρατάσεως τῆς Συμβάσεως.

Ἡ Κυβέρνησις θὰ παρακρατήσῃ ἐκ τῶν ποσῶν τῶν ἑκάστοτε καταβαλλομένων εἰς τὸν Τεχνικὸν Σύμβουλον δι' ὑπηρεσίας ἐπιβλέψεως κατασκευῆς, ποσοστὸν 5%. Ὅταν τὸ ἔργον ἐπιβλέψεως κατασκευῆς συμπληρωθῇ κατὰ 95%, τότε ἡ Κυβέρνησις θέλει μειώσει τὸ παρακρατούμενον ποσὸν εἰς 25% τῆς προϋπολογισθείσης συνολικῆς ἀμοιβῆς δι' ἐπίβλεψιν κατασκευῆς.

Τὸ παρακρατούμενον ποσὸν διὰ τὴν ἐπίβλεψιν κατασκευῆς θὰ καταβληθῇ εἰς τὸν Τεχνικὸν Σύμβουλον ἅμα τῇ ὁριστικῇ παραλαβῇ τῶν ὑπηρεσιῶν ἐπιβλέψεως κατασκευῆς.

Ἄρθρον 4.

Ἄνοιγμα πιστώσεως.

Ἡ Κυβέρνησις πρὸς τὸν σκοπὸν καταβολῆς τῆς ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου θέλει ἀνοίξῃ μίαν διαιρετήν, βεβαιωμένην ἀνέκκλητον πίστωσιν ὑπὲρ τοῦ Τεχνικοῦ Συμβούλου παρὰ τῇ Τραπέζῃ FIRST NATIONAL CITY BANK OF NEW YORK ἐν Νέᾳ Ὑόρκῃ ΗΠΑ διὰ ποσὸν δολλ. ἑκατὸν χιλιάδων (100.000).

Αἱ πληρωμαὶ ἔναντι τῆς πιστώσεως ταύτης θὰ γίνωνται ἐντολῇ τῆς Κυβερνήσεως ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημοσίων Ἔργων ἢ τοῦ δεόντως ἐξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν Ἄρθρῳ 3ῳ τῆς παρούσης χρηματικὰ ποσά.

Ἄρθρον 5.

Λοιπαὶ Διατάξεις.

Κατὰ πάντα τὰ λοιπὰ ἰσχύουσιν αἱ διατάξεις τῆς ἁπλῶς παρατεινομένης χρονικῶς διὰ τῆς παρούσης, συμβάσεως τῆς 6ης Ἀπριλίου 1960.

Ἄρθρον 6.

Καταγγελία τῆς Συμβάσεως.

Ἡ παροῦσα Σύμβασις δύναται νὰ καταγγελθῇ δι' ἀποφάσεως τοῦ Ὑπουργοῦ Δημ. Ἔργων κατόπιν ἀποφάσεως τῆς Ἐπιτροπῆς διαιτησίας δικαιολογούσης τοιαύτην ἐνέργειαν.

Εἰς τὴν περίπτωσιν ταύτην ὁ Τεχνικὸς Σύμβουλος δικαιοῦται νὰ λάβῃ ὡς ἀμοιβήν του τὴν ἀξίαν τῶν μέχρι τοῦ χρόνου τῆς καταγγελίας προσφερθεισῶν ὑπηρεσιῶν του, βάσει συμφωνίας μεταξὺ τῶν συμβαλλομένων ἢ βάσει ἀποφάσεως τῆς διαιτησίας.

Ἄρθρον 7.

Ἡ παροῦσα Σύμβασις συνετάγη εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν καὶ εἰς δύο ὅμοια πρωτότυπα εἰς ἑκάστην γλῶσσαν, ἕκαστος δὲ τῶν συμβαλλομένων ἔλαβεν ἀνὰ ἕν, ἐκ τῶν εἰς τὰ δύο ὡς ἄνω γλώσσας πρωτοτύπων δεόντως ὑπογεγραμμένα παρ' ἀμφοτέρων τῶν συμβαλλομένων. Εἰς περίπτωσιν διαφορᾶς τῶν δύο κειμένων τὸ Ἑλληνικὸν τοιοῦτον θεωρεῖται ἐπικρατέστερον καὶ κατισχύει.

Οἱ Συμβαλλόμενοι

Διὰ τὴν Ἑλληνικὴν Κυβέρνησιν — Διὰ τὴν Ἑταιρείαν

Ὁ Ὑπουργὸς Δημοσίων Ἔργων — AMMANN &WHITNEY

Γ. ΜΑΡΚΑΚΗΣ — G. GROSS

B) Ἀγγλικὸν Κείμενον

In Athens, this 22 day of August in the year Nineteen Hundred and Sixty Three, between the Government of the Kingdom of Greece, hereinafter called the GOVERNMENT represented by Mr. George Markakis Minister of Public Works, and AMMANN & WHITNEY,

Architect–Engineers, hereinafter called the CONSULTANT, represented, by virtue of the Power of Attorney dated January 2, 1960, by Mr. George Gross, a resident of the United States temporarily residing in Greece, the following have been agreed ;

Article 1.

Extension of Supervision of Construction

By virtue of contract dated 6 April 1960 between the Government and the Consultant the latter undertook to prepare the final design and to do the supervision of construction of the development program in Athens Airport. The duration of supervision of construction on the basis of said contract expired on July 19, 1963, but due to various causes, of which both parties are fully cognizant and which were beyond the control of either party, the preparation of the designs agreed has not been completed and the construction of the whole project has not been finished. Now, on the basis of the progress made in construction, it is estimated that the project will be completed at the end of the next year 1964. Therefore the Government considers advisable and to their interest to extend the said contract and particularly as regards the supervision of construction services of the Consultant up to the end of the year 1964, that is for seventeen months and starting from 20 July 1963 which is the date that this extension becomes effective and the Consultant accepts such an extension.

Prior to the expiration of the extension agreed hereby and within the shortest possible time the Consultant undertakes and promises to submit all remaining designs for the completion of the project as well as all possibly necessary drawings of details, modifications that became necessary because of special conditions encountered etc.

Article 2.

Services of the Consultant

The Design and Supervision of construction services which the Consultant shall render will be similar as regards the kind to those specified in the contract dated April 6, 1960 for the 17 months period starting July 20, 1963.

Clerical and administrative assistance will be provided by the Consultant's Athens Office during the contractual period of 17 months.

The administration of the works, namely quantity measurements, preparation of certificates for payment, administrative and technical inspection of any kind, adjustment protocols etc. shall be carried out by the Supervision office of the Greek Government, which will be adequately staffed with qualified technical, administrative and auxiliary personnel so that the required services can be performed without delays and difficulties. Certificates for payment of work performed will be issued by the (Greek) Supervision Office only after written approval by the Consultant as to the conformance of the work to the drawings and specifications. Said written approval to be given within reasonable time so as not to disrupt the progress of the works.

In the event that construction of the works does not conform to the drawings and specifications, theConsultant will stop certificates for payment for said works, following written justification for such action and until the work is reconstructed in accordance with the drawing and specifications.

The Consultant will provide, if requested, the following general services in addition to those services itemized under Construction Supervision :

a) Review and recommendation of special proposals of construction contractor for equipment or materials to be installed in the project.

b) Consultation during the construction period of interpretation of plans, specifications, change orders and contractor's claims.

Article 3.

Consultant's Fee

For the services rendered by the Consultant as specified above in Article 2 the Government shall pay to the Consultant a lump sum fee of one hundred thousand dollars ($ 100.000).

The lump sum fee as above shall be payable in Six (6) installments of ($ 16.666,66) sixteen thousand six hundred sixty three dollars and sixty six cents. Each installment shall be payable at the beginning of each three month period. The first payment shall be made on the date of signing of this contract extension. The Government shall retain out of the amounts payable to the Consultant for Construction Services a sum equal to five percent (5 %) of the payble amount.

When the construction supervision services have been completed by 95 % then the Government shall reduce the retained amount to 2 % of the total fee for contruction services.

The amount thus retained shall be paid to the Consultant upon final acceptance of the supervision services.

Article 4.

Letter of Credit

The Government shall, for the purpose of making fee payments to the Consultant, open a divisible, confirmed irrevocable letter of credit in favor of the Consultant at the First National City Bank of New York in New York, USA in the amount of one hundred thousand dollars ($ 100.000) against which shall be payable on the order of the Government, represented by the Minister of Public Works or his duly authorized representative, the amounts set forth ni Article 3 above.

Article 5.

Other Terms

As regards all of her terms, the stipulations of contract dated 6 April 1960, which is hereby simply extended, are valid.

Article 6.

Termination

This contract may be terminated by a decision of the Minister of Public Works following a decision of the arbitration committee justifying such action. In the event of such termination, payment for services rendered by the Consultant shall be the value of the services rendered prior to the date of termination as agreed by the parties or as determined by arbitration.

Article 7.

Contract language

The present contract has been prepared in two identical originals in Greek and in English and each of the contracting parties has received one each of the two originals duly signed by both parties. The Greek text shall be considered to prevail wherever the texts are not identical.

Government of Kingdom of Greece AMMANN AND

G. MARKAKIΣ WHITNEY G. GROSS

Minister of Public Works Manager

ΣΥΜΒΑΣΙΣ ΤΡΙΤΗ

Ἀπὸ 17 Ἀπριλίου 1965 διὰ τὴν συνέχισιν μέχρι 31-12-65 τῆς ἐπιβλέψεως κατασκευῆς τοῦ προγράμματος ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν.

Α. Ἑλληνικὸν κείμενον

Ἐν Ἀθήναις σήμερον τὴν 17ην Ἀπριλίου τοῦ ἔτους χίλια ἐννεακόσια ἑξήκοντα πέντε, μεταξὺ ἀφ' ἑνὸς τῆς Ἑλληνικῆς Κυβερνήσεως, ἐφεξῆς καλουμένης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημ. Ἔργων κ. Στυλιανοῦ Χούτα καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ Ὑόρκῃ ΗΠΑ ἑδρευούσης ἑταιρείας AMMANN & WHITNEY, Ἀρχιτέκτονες Μηχανικοί, ἐφεξῆς καλουμένων «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» καὶ ἐκπροσωπουμένης δυνάμει τῶν ἀπὸ 2 Ἰανουαρίου 1960 καὶ 26 Αὐγούστου 1963 πληρεξουσίων συνημμένων τῇ παρούσῃ συμβάσει, ὑπὸ τοῦ κ. GEORGE GROSS, κατοίκου ΗΠΑ, προσωρινῶς διαμένοντος ἐν Ἑλλάδι, συνεφωνήθησαν τὰ ἀκόλουθα :

Ἄρθρον 1.

Παράτασις Ὑπηρεσιῶν Ἐπιβλέψεως Κατασκευῆς.

Βάσει τῆς ἀπὸ 6ης Ἀπριλίου 1960 Συμβάσεως μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου, οὗτος ἀνέλαβε τὴν ἐκπόνησιν τῆς ὁριστικῆς μελέτης καὶ τὴν ἐπίβλεψιν κατασκευῆς τοῦ Προγράμματος Ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν, διὰ δὲ τῆς ἀπὸ 22 Αὐγούστου 1963 παρατάσεως τῆς ὡς ἄνω συμβάσεως ἡ χρονικὴ διάρκεια τῆς συμβάσεως ταύτης παρετάθη μέχρι τῆς 31ης Δεκεμβρίου 1964. Κατὰ τὸ διάστημα τῆς παρατάσεως ὡς ἄνω, ἀφ' ἑνὸς μὲν συνεπληρώθη, παρεδόθη καὶ ἐνεκρίθη ἡ ὁριστικὴ μελέτη τοῦ Ἔργου, ἀφ' ἑτέρου δὲ συνεχίσθη ἡ ἐπίβλεψις τῆς κατασκευῆς.

Ἤδη βάσει τῆς ἐπιτελεσθείσης προόδου εἰς τὴν κατασκευὴν τοῦ Ἔργου ὑπολογίζεται ὅτι τὸ ἔργον θὰ περατωθῇ εἰς τὸ τέλος τοῦ προσεχοῦς ἔτους 1965.

Συνεπῶς ἡ Κυβέρνησις κρίνει σκόπιμον καὶ συμφέρουσαν τὴν παράτασιν τῆς Συμβάσεως καθόσον ἀφορᾷ μόνον τὴν συνέχισιν ὑπὸ τοῦ Τεχνικοῦ Συμβούλου τῶν παρεχομένων ὑπηρεσιῶν ἐπιβλέψεως μέχρι τῆς 31ης Δεκεμβρίου τοῦ ἔτους 1965, ἤτοι δώδεκα μῆνας ἄνευ διακοπῆς. Ἡ συνέχισις αὕτη τῆς ἐπιβλέψεως ἄρχεται ἀπὸ τῆς 1ης Ἰανουαρίου 1965 ὁ δὲ Τεχνικὸς Σύμβουλος ἀποδέχεται τὴν συνέχισιν ταύτην.

Ἄρθρον 2.

Ὑπηρεσίαι Τεχνικοῦ Συμβούλου.

Αἱ ὑπηρεσίαι Ἐπιβλέψεως τὰς ὁποίας θὰ παράσχῃ ὁ Τεχνικὸς Σύμβουλος θὰ εἶναι ἀπὸ ἀπόψεως εἴδους ὅμοιαι ὡς αἱ ἐν τῇ ὡς ἄνω ἀπὸ 6ης Ἀπριλίου 1960 συμβάσεις ὁριζόμεναι ὑπηρεσίαι, διὰ τῆς διαθέσεως καταλλήλου εἰδικευμένου προσωπικοῦ ἐπιβλέψεως ἐπὶ τόπου τοῦ ἔργου. Ἐντὸς τῆς ὡς ἄνω προθεσμίας ὁ Τεχνικὸς Σύμβουλος ἀναλαμβάνει καὶ ὑπόσχεται νὰ ἐπιθεωρῇ καὶ ἐγκρίνῃ τὰ τυχὸν ἀπαιτούμενα σχέδια λεπτομερειῶν καὶ τροποποιήσεων τὰ καθιστάμενα ἀπαραίτητα ἐξ εἰδικῶν συνθηκῶν ἀνακυπτουσῶν κατὰ τὴν ἐκτέλεσιν τοῦ Ἔργου.

Ἐπὶ πλέον τοῦ ἐπὶ τόπου τοῦ ἔργου προσωπικοῦ ὁ Τεχνικὸς Σύμβουλος θὰ διαθέσῃ καταλλήλους εἰδικοὺς μηχανικοὺς τοῦ Γραφείου Ἀθηνῶν, οἵτινες θὰ παρακολουθῶσι τὸ Ἔργον καὶ ἀναλόγως τῶν παρουσιαζομένων ἀναγκῶν διὰ νὰ ἀποφαίνωνται ἐπὶ τῆς συμφώνου πρὸς τὰς Εἰδικὰς Συγγραφὰς Ὑποχρεώσεων, κατασκευῆς εἰδικῶν τμημάτων τοῦ Ἔργου.

Ἐπίσης ὁ Τεχνικὸς Σύμβουλος θὰ παράσχῃ καὶ τὴν δέουσαν τεχνικὴν συμπαράστασιν τῶν Ὑπηρεσιῶν τοῦ ἐν Ἀθήναις Γραφείου αὐτοῦ, ἐπὶ τῶν ἑκάστοτε προκυπτόντων ζητημάτων κατὰ τὴν ἐκτέλεσιν τῆς κατασκευῆς. Ἐπίσης βοηθητικαὶ-διοικητικαὶ ὑπηρεσίαι θέλουσι παρασχεθῇ ὑπὸ τοῦ ἐν Ἀθήναις γραφείου τοῦ Τεχνικοῦ Συμβούλου διαρκούσης τῆς ἐν τῇ παρούσῃ ὁριζομένης συμβατικῆς περιόδου.

Ὁ Τεχνικὸς Σύμβουλος πλέον τῶν ὑπηρεσιῶν τῶν καθοριζομένων ἀνωτέρω θέλει παράσχῃ, τυχὸν καλούμενος, καὶ τὰς κάτωθι γενικὰς ὑπηρεσίας :

α) Θεώρησις εἰδικῶν προσφορῶν τῶν Ἀναδόχων κατασκευῆς καὶ εἰσήγησις ἐκλογῆς εἰδικῶν κατασκευαστῶν, ἢ προμηθευτῶν δι' ἐξοπλισμὸν ἢ ὑλικὰ προοριζόμενα διὰ τὰ ἔργα.

β) Συμβουλαὶ πρὸς τοὺς Ἀναδόχους ἐπὶ τεχνικῶν θεμάτων κατὰ τὴν περίοδον τῆς κατασκευῆς σχετικῶς πρὸς τὴν ἑρμηνείαν τῶν σχεδίων, προδιαγραφῶν, ἐντολῶν ἀλλαγῶν καὶ ἀπαιτήσεων ἐργολάβων.

Ἡ διοίκησις τῶν ἔργων, ἤτοι Ἐπιμετρήσεις, σύνταξις Πιστοποιήσεων, λογιστικοὶ καὶ τεχνικοὶ ἔλεγχοι πάσης φύσεως, κανονιστικὰ πρωτόκολλα κλπ. θὰ διενεργῆται ὡς καὶ μέχρι σήμερον ὑπὸ τοῦ Γραφείου Ἐπιβλέψεως τῆς Ἑλληνικῆς Κυβερνήσεως, ἤτοι τοῦ Νομομηχανικοῦ Πρωτευούσης, ὅπερ θὰ εἶναι ἐπηνδρωμένον διὰ καταλλήλου καὶ ἐπαρκοῦς τεχνικοῦ, βοηθητικοῦ καὶ διοικητικοῦ προσωπικοῦ κατὰ τρόπον ὥστε νὰ διενεργῆται ἡ σχετικὴ ὑπηρεσία ἀπροσκόπτως καὶ μὲ ἀπόλυτον ἐνημερότητα.

Αἱ ὑπὸ τοῦ Κυβερνητικοῦ Γραφείου Ἐπιβλέψεως πιστοποιήσεις ἐργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἔγγραφον βεβαίωσιν τοῦ ἁρμοδίου ἐκπροσώπου τοῦ Τεχνικοῦ Συμβούλου περὶ τῆς συμφώνως πρὸς τὰς μελέτας καὶ τὰς προδιαγραφὰς ἐκτελέσεως τούτων, τῆς βεβαιώσεως ταύτης παρεχομένης ἐντὸς εὐλόγων χρονικῶν διαστημάτων, ὥστε νὰ μὴ προσκόπτῃ ἡ ὁμαλὴ πρόοδος τῶν ἔργων.

Ἐν περιπτώσει ἐκτελέσεως ἐργασιῶν μὴ συμφώνων πρὸς τὰ σχέδια καὶ τὰς προδιαγραφάς, ὁ Τεχνικὸς Σύμβουλος θὰ ἀνακόπτῃ τὴν πιστοποίησιν τῶν ἔργων τούτων, κατόπιν ἐγγράφου ἠτιολογημένου σημειώματός του, μέχρις ἀνακατασκευῆς τῶν ἔργων τούτων συμφώνως πρὸς τὰ σχέδια καὶ προδιαγραφάς.

Ἄρθρον 3.

Ἀμοιβὴ Τεχνικοῦ Συμβούλου.

Διὰ τὰς ὑπηρεσίας τὰς παρεχομένας ὑπὸ τοῦ Τεχνικοῦ Συμβούλου ὡς αὗται ὁρίζονται ἐν ἄρθρῳ 2 ἀνωτέρω, ἡ ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου ὁρίζεται εἰς δολλάρια ὀγδοήκοντα δύο χιλιάδας ὀκτακόσια (Δολλ. 82,800).

Ἡ κατὰ τὰ ἀνωτέρω ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου θέλει καταβληθῇ εἰς τέσσαρας τριμηνιαίας δόσεις ἑκάστης ἐκ δολλαρίων εἴκοσι χιλιάδων ἑπτακοσίων (Δολλ. 20.700) ἑκάστης δόσεως πληρωτέας τὴν πρώτην τοῦ μηνὸς μετὰ τὴν παρέλευσιν ἑκάστου τριμήνου.

Ἄρθρον 4.

Ἄνοιγμα πιστώσεως.

Ἡ Κυβέρνησις πρὸς τὸν σκοπὸν καταβολῆς τῆς ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου θέλει ἀνοίξῃ μίαν διαιρετήν, βεβαιωμένην ἀνέκκλητον πίστωσιν ὑπὲρ τοῦ Τεχνικοῦ Συμβούλου παρὰ τῇ Τραπέζῃ FIRST NATIONAL CITY BANK OF NEW YORK ἐν Νέᾳ Ὑόρκῃ ΗΠΑ διὰ ποσὸν δολλ. ὀγδοήκοντα δύο χιλιάδων ὀκτακοσίων (Δολλ. 82.800). Αἱ πληρωμαὶ ἔναντι τῆς πιστώσεως ταύτης θὰ γίνωνται ἐντολῇ τῆς Κυβερνήσεως ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημοσίων Ἔργων ἢ τοῦ δεόντως ἐξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν ἄρθρῳ 3ῳ τῆς παρούσης χρηματικὰ ποσά.

Ἄρθρον 5.

Κατὰ πάντα τὰ λοιπὰ ἰσχύουσιν αἱ διατάξεις τῆς ἁπλῶς παρατεινομένης χρονικῶς διὰ τῆς παρούσης συμβάσεως τῆς 6ης Ἀπριλίου 1960, κυρίως δὲ αἱ ἀφορῶσαι τὴν ἐπίβλεψιν κατασκευῆς καὶ τὴν ἀπαλλαγὴν ἀπὸ παντὸς φόρου, τέλους, δασμοῦ κλπ.

Ἄρθρον 6.

Καταγγελία Συμβάσεως.

Ἡ παροῦσα σύμβασις δύναται νὰ καταγγελθῇ δι' ἀποφάσεως τοῦ Ὑπουργοῦ Δημ. Ἔργων κατόπιν ἀποφάσεως τῆς Ἐπιτροπῆς διαιτησίας δικαιολογούσης τοιαύτην ἐνέργειαν. Εἰς τὴν περίπτωσιν ταύτην ὁ Τεχνικὸς Σύμβουλος δικαιοῦται νὰ λάβῃ ὡς ἀμοιβήν του τὴν ἀξίαν τῶν μέχρι τοῦ χρόνου καταγγελίας προσφερθεισῶν ὑπηρεσιῶν του,

βάσει συμφωνίας μεταξύ τῶν συμβαλλομένων ἢ βάσει ἀποφάσεως τῆς διαιτησίας.

Ἄρθρον 7.

Μετὰ τὴν λῆξιν τῆς παρούσης Συμβάσεως ὁ Τεχνικὸς Σύμβουλος θέλει συνεχίσῃ τὴν ἐπίβλεψιν τοῦ Ἔργου διὰ Μηχανικῶν ἐπισκεπτομένων περιοδικῶς τὸ Ἔργον ἐκ τοῦ Γραφείου Ἀθηνῶν, ἀναλόγως τῶν ἀπαιτήσεων τοῦ Ἔργου, καὶ διὰ περίοδον τριάκοντα ἡμερῶν ἤτοι μέχρι τῆς 31ης Ἰανουαρίου 1966, ἄνευ προσθέτου ἐπιβαρύνσεως τοῦ Ἐργοδότου πέραν τῆς ἐν τῇ παρούσῃ ὁριζομένης ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου.

Πέραν τῆς ἡμερομηνίας τῆς 31ης Ἰανουαρίου 1966 ὁ Τεχνικὸς Σύμβουλος οὐδεμίαν ὑποχρέωσιν ἐπιβλέψεως οἱασδήποτε μορφῆς ὑπέχει. Ἐν ᾗ περιπτώσει ὅμως ὁ Ἐργοδότης ζητήσῃ τὴν σύναψιν νέας συμβάσεως ἐπιβλέψεως, μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως, τότε ἡ ὡς ἄνω μηνιαία περίοδος τῆς ἄνευ ἀμοιβῆς Ἐπιβλέψεως θὰ μετατεθῇ εἰς τὸ τέλος τῆς νέας Συμβάσεως.

Ἄρθρον 8.

Ἡ παροῦσα Σύμβασις συνετάγη εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν καὶ εἰς δύο ὅμοια πρωτότυπα εἰς ἑκάστην γλῶσσαν, ἕκαστος δὲ τῶν συμβαλλομένων ἔλαβεν ἀνὰ ἕν, ἐκ τῶν εἰς τὰς δύο ὡς ἄνω γλώσσας πρωτοτύπων δεόντως ὑπογεγραμμένα παρ' ἀμφοτέρων τῶν συμβαλλομένων. Εἰς περίπτωσιν διαφορᾶς τῶν δύο κειμένων τὸ Ἑλληνικὸν τοιοῦτον θεωρεῖται ἐπικρατέστερον καὶ κατισχύει.

Οἱ Συμβαλλόμενοι

Διὰ τὴν Ἑλληνικὴν Κυβέρνησιν	Διὰ τὴν Ἑταιρείαν
Ὁ Ὑπουργὸς Δημ. Ἔργων	AMMANN & WHITNEY
ΣΤ. ΧΟΥΤΑΣ	G. GROSS

Β. Ἀγγλικὸν κείμενον

In Athens, this 17 day of April in the year Nineteen Hundred and Sixty Five, between the Government of the Kingdom of Greece, hereinafter called the GOVERNMENT, represented by Mr. Stylianos Houtas, Minister of Public Works, and AMMAN & WHITNEY, Architect-Enginners, hereinafter called the CONSULTANT, represented by virtue of the Power of Attorney dated Jannaury 2, 1960, and 26 August 1963 by Mr. George Gross, a resident of the United States, temporary residing in Gtreece, the following have been agreed :

Article 1.

EXTENSION OF SERVICES FOR THE SUPERVISION OF CONSTRUCTION

By virtue of contract dated 6 April 1960 between the Government and the Consultant the latter under took to prepare the final design and to do the supervision of construction of the development program in Athens Airport, and by virtue of the extension offthat agreement dated 22 August 1863, the duration oĭ said agreement was extended up to 31st December 1964. During the extension period, on one hand the final design was completed, submitted and approved, and on the other hand the supervision of construction was continued. Now, on the basis of the progress made in construction, it is estimated that the project will be combleted at the next year 1965. Therefore, the Government considers advisable and to their interest to extend the said agreement spesificaly only as regards the continuation of the supervision of construction service of the Consultant up to the 31st December of the year 1965, that is for twelve continuous moths. This con tinuation of the supervision servicest starts on January 1st, 1965, and expires on the 31st December 1965, and the Consultant agrees to such a conti nuation of services.

Article 2.

Services of the Consultant

The Supervision of construction service which the Consultant shall render on the basis of the present extension agreement shall be similar, as regards the kind, to the supervision services specified in the agreement dated April 6, 1960, and the Consultant shall provide on job site adequate and suitably experienced supervision porsonnel. Whithin the agreed extension period the Consultant undertakes and peomises to review and approve all the required shop drawings and modifications that may become necessary because of special conditions that may be confronted during the construction of the project.

In addition to the field personnel the Consultant shall provice the necessary specialized personnel from the Enginnering staff of the Consultant's office in Athens, who will follow up the construction, and express their opinions as to the construction of special items of the project in accordance with the constractual special conditions.

Also the Consultant shall provide the necessary technical assistance in office by the staff of the Consultant's office in Athens, on Problems that will come up during construction.

Also Clerical and Administrative assistance shall be provided by the Consultant's Athens office during the period of this extension of agreement.

The Consultant will provide, if requested, the following general services in addition to those services specified above :

a) Review and recommendation of special proposals of construction contractors for equipment or materials to be installed in the project.

b) Consultation during the construction period for interpretation of plans, specifications, change orders and contractors' s claims.

The administration of the works, namely quantity measurements, preparation of certificates for payment, administrative and technical inspection of any kind, adjustment protocols etc. Shall be carried out by the Supervision office of the Greek Government, that is the District Engineer of the Capital Area, which will be adequately staffed with qualified technical, administrative and auxiliary personnel so that the required services can be performed without delays and difficulties. Certificates for payment of work performed will be issued by the (Greek) Supervision Office enly after written approval by the Consultant as to the conforma nce of the work to the drawings and specifications, said written approval to be given within reasonable time so as not to disrupt the progress of the works.

In the event that construction of the works does not conform to the drawings and specifications, the Consultant will stop certificates for payment for said works, following written justification for such action and until the work is reconstructed in accordance with the drawings and specifications.

Article 3.

Consultant's Fee

For the services rendered by the Consultant as specified above, in article 2 the total fere of the consultant fixed equal to eighty two thousand eightehundred dollars ($ 82,800).

The total fee of the Consultant shall be payable in three month installments each equal to Dollars twenty

thousand seven hundred (20,700), each installment being payable on the fisrt day of the month after each three month period has expired.

Article 4.

Letter of Credit

The Government shall, for the purpose of making fee payments to the Consultant, open a divisible, confirmed irrevocable letter of credit in favor of the Consultant at the First National City Bank of New York, in New York USA in the amount of eighty two thousand and eight hundred dollars ($ 82,800) against which shall be payable on the order of the Government, represented by the Minister of Public Works or his duly authorised representative the amounts set forth in Article 3 above.

Article 5.

Other Terms

As regards all other terms, the stipulations on the agreement dated 6 April 1960, which is hereby simply extended, are valid, mainly as regards the Supervision Services and the exemption from all taxes, duties, deductions, etc.

Article 6.

Termination

This contract may be terminated by a decision of the Minister of Public Works following a decision of the arbitration committee justifying such action. In the event of such termination, payment for services rendered by the Consultant shall be the value of the services rendered prior to the date of termination as agreed by the parties or as determined by arbitration.

Article 7.

After the expiration of this Contract the Consultant will continue supervising the Project by Engineers of the Athens Office who will visit the Project Site periodically during a period of thirty days, that is up to the 31 of January 1966, without any additionel fee over that agreed by this contract. After the date of 31 January 1966 the Consultant will not have any obligation to offer Supervision services of any kind. However, in case the Ministry asks for the signing of a new agreement for supervision services, after the expiration of this agreement then the above period of one month of supervision services without fee shall be transferred to the end of the new agreement.

Article 8.

Contract Language

The present contract has been prepared in two identical originals in Greek and in English and each of the contracting parties has received one each of the two originals duly signed by both parties. The Greek text shall be considered to prevail wherever the texts are not identical.

Government of Kindgom of Greece

S. HOUTAS

The Minister of Public Works

AMMANN & WHITNEY

G. GROSS

Manager, Athens

ΣΥΜΒΑΣΙΣ ΤΕΤΑΡΤΗ

Ἀπὸ 16 Σεπτεμβρίου 1966 διὰ τὴν συνέχισιν μέχρι 31-7-67 τῆς ἐπιβλέψεως κατασκευῆς τοῦ προγράμματος ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν.

Α. Ἑλληνικὸν κείμενον

Ἐν Ἀθήναις σήμερον τὴν 6ην Σεπτεμβρίου τοῦ ἔτους Χίλια Ἐννεακόσια Ἑξήκοντα Ἕξ, μεταξὺ ἀφ' ἑνὸς τῆς Ἑλληνικῆς Κυβερνήσεως, ἐφεξῆς καλουμένης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημ. Ἔργων κ. Κωνσταντίνου Μαρῆ, ἐνεργοῦντος κατόπιν τῆς ὑπ' ἀριθ. 158/5-8-66 Πράξεως τοῦ Ὑπουργικοῦ Συμβουλίου, καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ Ὑόρκῃ ΗΠΑ ἑδρευούσης Ἑταιρείας «AMMANN & WHITNEY», Ἀρχιτέκτονες Μηχανικοί, ἐφεξῆς καλουμένης «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» καὶ ἐκπροσωπουμένης δυνάμει τῶν ἀπὸ 2 Ἰανουαρίου 1960 καὶ 26 Αὐγούστου 1963 πληρεξουσίων καὶ τοῦ ἀπὸ 25 Αὐγούστου 1966 τοιούτου συνημμένων τῇ παρούσῃ συμβάσει, ὑπὸ τοῦ κ. GEORGE GROSS, κατοίκου ΗΠΑ, προσωρινῶς διαμένοντος ἐν Ἑλλάδι, συνεφωνήθησαν τὰ ἀκόλουθα :

Ἄρθρον 1.

Παράτασις Ὑπηρεσιῶν Ἐπιβλέψεως Κατασκευῆς.

Βάσει τῆς ἀπὸ 6ης Ἀπριλίου 1960 Συμβάσεως μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου, οὗτος ἀνέλαβε τὴν ἐκπόνησιν τῆ ὁριστικῆς μελέτης καὶ τὴν ἐπίβλεψιν κατασκευῆς τοῦ Προγράμματος Ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν, διὰ δὲ τῆς ἀπὸ 22 Αὐγούστου 1963 παρατάσεως τῆς ὡς ἄνω συμβάσεως ἡ χρονικὴ διάρκεια τῆς συμβάσεως ταύτης παρετάθη μέχρι τῆς 31ης Δεκεμβρίου 1964. Κατὰ τὸ διάστημα τῆς παρατάσεως ταύτης ἀφ' ἑνὸς μὲν συνεπληρώθη, παρεδόθη καὶ ἐνεκρίθη ἡ ὁριστικὴ μελέτη τοῦ Ἔργου, ἀφ' ἑτέρου δὲ συνεχίσθη ἡ ἐπίβλεψις τῆς κατασκευῆς, Περαιτέρω δι' ἑτέρας παρατάσεως ὑπὸ ἡμερομηνίαν 17 Ἀπριλίου 1965 παρετάθη ἐκ νέου ἡ σύμβασις μέχρι τέλους Δεκεμβρίου 1965, καθόσον ἀφορᾷ μόνον τὴν συνέχισιν ὑπὸ τοῦ Τεχνικοῦ Συμβούλου τῆς παροχῆς ὑπηρεσιῶν ἐπιβλέψεως. Ἤδη βάσει τῆς ἐπιτελεσθείσης προόδου εἰς τὴν κατασκευὴν τοῦ Ἔργου καὶ τῆς ἐγκαταστάσεως νέου Ἀναδόχου Κατασκευῆς ὑπολογίζεται ὅτι τὸ ἔργον θὰ περατωθῇ μέχρι τέλους Ἰουλίου 1967.

Συνεπῶς ἡ Κυβέρνησις κρίνει σκόπιμον καὶ συμφέρουσαν τὴν παράτασιν τῆς Συμβάσεως καθόσον ἀφορᾷ μόνον τὴν συνέχισιν ὑπὸ τοῦ Τεχνικοῦ Συμβούλου τῶν παρεχομένων ὑπηρεσιῶν ἐπιβλέψεως μέχρι τῆς 31ης Ἰουλίου τοῦ ἔτους 1967, ἤτοι διὰ δεκαεννέα συνεχεῖς μῆνας. Ἡ συνέχισις αὕτη τῆς ἐπιβλέψεως ἄρχεται ἀπὸ τῆς 1ης Ἰανουαρίου 1966 καὶ λήγει τὴν 31ην Ἰουλίου 1967, ὁ δὲ Τεχνικὸς Σύμβουλος ἀποδέχεται τὴν συνέχισιν ταύτην.

Ἄρθρον 2.

Ὑπηρεσίαι Τεχνικοῦ Συμβούλου.

Αἱ ὑπηρεσίαι Ἐπιβλέψεως τὰς ὁποίας θὰ παράσχῃ ὁ Τεχνικὸς Σύμβουλος θὰ εἶναι, ἀπὸ ἀπόψεως εἴδους, ὅμοιαι πρὸς τὰς μέχρι σήμερον παρασχεθείσας ὑπηρεσίας, διὰ τῆς διαθέσεως καταλλήλου εἰδικευμένου προσωπικοῦ ἐπιβλέψεως ἐπὶ τόπου τοῦ ἔργου. Ἐντὸς τῆς ὡς ἄνω προθεσμίας ὁ Τεχνικὸς Σύμβουλος ἀναλαμβάνει καὶ ὑπόσχεται νὰ ἐπιθεωρῇ καὶ ἐγκρίνῃ τὰ τυχὸν ἀπαιτούμενα σχέδια λεπτομερειῶν καὶ τροποποιήσεων τὰ καθιστάμενα ἀπαραίτητα ἐξ εἰδικῶν συνθηκῶν ἀνακυπτουσῶν κατὰ τὴν ἐκτέλεσιν τοῦ Ἔργου.

Ἐπὶ πλέον τοῦ ἐπὶ τόπου τοῦ ἔργου προσωπικοῦ ὁ Τεχνικὸς Σύμβουλος θὰ διαθέσῃ καταλλήλους εἰδικοὺς μηχανικοὺς τοῦ ἐν Ἀθήναις Γραφείου, αἵτινες θὰ παρακολουθῶσι τὸ Ἔργον καὶ ἀναλόγως τῶν παρουσιαζομένων ἀναγκῶν διὰ νὰ ἀποφαίνωνται ἐπὶ τῆς κατασκευῆς εἰδικῶν τμημάτων τοῦ Ἔργου συμφώνως πρὸς τὰς Εἰδικὰς Συγγραφὰς Ὑποχρεώσεων.

Ἐπίσης ὁ Τεχνικὸς Σύμβουλος θὰ παράσχῃ καὶ τὴν δέουσαν τεχνικὴν συμπαράστασιν τῶν Ὑπηρεσιῶν τοῦ ἐν Ἀθήναις Γραφείου αὐτοῦ, ἐπὶ τῶν ἑκάστοτε προκυπτόντων ζητημάτων κατὰ τὴν ἐκτέλεσιν τῆς κατασκευῆς. Ἐπίσης βοηθητικαὶ-διοικητικαὶ ὑπηρεσίαι θέλουσι παρασχεθῆ ὑπὸ τοῦ ἐν Ἑλλάδι Γραφείου τοῦ Τεχνικοῦ Συμβούλου διαρκούσης τῆς ἐν τῇ παρούσῃ ὁριζομένης συμβατικῆς περιόδου.

Ὁ Τεχνικὸς Σύμβουλος πλέον τῶν ὑπηρεσιῶν τῶν καθοριζομένων ἀνωτέρω θέλει παράσχῃ, τυχὸν καλούμενος, καὶ τὰς κάτωθι γενικὰς ὑπηρεσίας :

α) Θεώρησις εἰδικῶν προσφορῶν τῶν Ἀναδόχων κατασκευῆς καὶ εἰσήγησις ἐκλογῆς εἰδικῶν κατασκευαστῶν, ἢ προμηθευτῶν δι' ἐξοπλισμὸν ἢ ὑλικὰ προοριζόμενα διὰ τὰ ἔργα.

β) Συμβουλαὶ πρὸς τοὺς Ἀναδόχους ἐπὶ τεχνικῶν θεμάτων κατὰ τὴν περίοδον τῆς κατασκευῆς σχετικῶς πρὸς τὴν ἑρμηνείαν τῶν σχεδίων, προδιαγραφῶν, ἐντολῶν ἀλλαγῶν καὶ ἀπαιτήσεων ἐργολάβων.

Ἡ διοίκησις τῶν ἔργων, ἤτοι Ἐπιμετρήσεις, σύνταξις πιστοποιήσεων, λογιστικοὶ καὶ τεχνικοὶ ἔλεγχοι πάσης φύσεως, κανονιστικὰ πρωτόκολλα κλπ., θὰ διενεργῆται ὡς καὶ μέχρι σήμερον ὑπὸ τοῦ Γραφείου Ἐπιβλέψεως τῆς Ἑλληνικῆς Κυβερνήσεως, ἤτοι τοῦ Γραφείου Νομομηχανικοῦ Πρωτευούσης, ὅπερ θὰ εἶναι ἐπηνδρωμένον διὰ καταλλήλου καὶ ἐπαρκοῦς τεχνικοῦ βοηθητικοῦ καὶ διοικητικοῦ προσωπικοῦ κατὰ τρόπον ὥστε νὰ διενεργῆται ἡ σχετικὴ ὑπηρεσία ἀπροσκόπτως καὶ μὲ ἀπόλυτον ἐνημερότητα.

Αἱ ὑπὸ τοῦ Κυβερνητικοῦ Γραφείου Ἐπιβλέψεως πιστοποιήσεις ἐργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἔγγραφον βεβαίωσιν τοῦ ἁρμοδίου ἐκπροσώπου τοῦ Τεχνικοῦ Συμβούλου περὶ τῆς συμφώνως πρὸς τὰς μελέτας καὶ τὰς προδιαγραφὰς ἐκτελέσεις τούτων, τῆς βεβαιώσεως ταύτης παρεχομένης ἐντὸς εὐλόγων χρονικῶν διαστημάτων, ὥστε νὰ μὴ προσκόπτῃ ἡ ὁμαλὴ πρόοδος τῶν ἔργων.

Ἐν περιπτώσει ἐκτελέσεως ἐργασιῶν μὴ συμφώνων πρὸς τὰ σχέδια καὶ τὰς προδιαγραφάς, ὁ Τεχνικὸς Σύμβουλος θὰ ἀνακόπτῃ τὴν πιστοποίησιν τῶν ἔργων τούτων, κατόπιν ἐγγράφου ἠτιολογημένου σημειώματός του, μέχρις ἀνακατασκευῆς τῶν ἔργων τούτων συμφώνως πρὸς τὰ σχέδια καὶ προδιαγραφάς.

Ἄρθρον 3.

Ἀμοιβὴ Τεχνικοῦ Συμβούλου.

Διὰ τὰς ὑπηρεσίας τὰς παρεχομένας ὑπὸ τοῦ Τεχνικοῦ Συμβούλου, ὡς αὗται ὁρίζονται ἐν ἄρθρῳ 2 ἀνωτέρω, ἡ ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου ὁρίζεται εἰς ἑκατὸν τριάκοντα μία χιλιάδας καὶ ἑκατὸν Δολλάρια (Δολλ. 131,100).

Ἡ κατὰ τὰ ἀνωτέρω ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου θέλει καταβληθῆ εἰς τρεῖς ἐξαμηνιαίας δόσεις, ἑκάστης ἐκ δολλαρίων τεσσαράκοντα τριῶν χιλιάδων ἑπτακοσίων, (Δολλ. 43,700), ἑκάστης δόσεως πληρωτέας τὴν πρώτην τοῦ μηνὸς μετὰ τὴν παρέλευσιν ἑκάστου ἐξαμήνου.

Ἄρθρον 4.

Ἄνοιγμα Πιστώσεως.

Ἡ Κυβέρνησις πρὸς τὸν σκοπὸν καταβολῆς τῆς ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου θέλει ἀνοίξῃ μίαν διαιρετήν, βεβαιωμένην ἀνέκκλητον πίστωσιν ὑπὲρ τοῦ Τεχνικοῦ Συμβούλου παρὰ τῇ Τραπέζῃ FIRST NATIONAL CITY BANK OF NEW YORK ἐν Νέᾳ Ὑόρκῃ ΗΠΑ διὰ ποσὸν δολλαρίων ἑκατὸν τριάκοντα μία χιλιάδων καὶ ἑκατὸν (Δολλ. 131,100). Αἱ πληρωμαὶ ἔναντι τῆς πιστώσεως ταύτης θὰ γίνωνται ἐντολῇ τῆς Κυβερνήσεως ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημοσίων Ἔργων ἢ τοῦ δεόντως ἐξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν Ἄρθρῳ 3ῳ τῆς παρούσης χρηματικὰ ποσά.

Ἄρθρον 5.

Κατὰ πάντα τὰ λοιπὰ ἰσχύουσιν αἱ διατάξεις τῆς ἁπλῶς παρατεινομένης χρονικῶς διὰ τῆς παρούσης συμβάσεως τῆς 6ης Ἀπριλίου 1960, κυρίως δὲ αἱ ἀφορῶσαι τὴν ἐπίβλεψιν κατασκευῆς καὶ τὴν ἀπαλλαγὴν ἀπὸ παντὸς φόρου, τέλους, δασμοῦ, κλπ.

Ἄρθρον 6.

Καταγγελία Συμβάσεως.

Ἡ παροῦσα σύμβασις δύναται νὰ καταγγελθῇ δι' ἀποφάσεως τοῦ Ὑπουργοῦ Δημ. Ἔργων κατόπιν ἀποφάσεως τῆς Ἐπιτροπῆς διαιτησίας δικαιολογούσης τοιαύτην ἐνέργειαν. Εἰς τὴν περίπτωσιν ταύτην ὁ Τεχνικὸς Σύμβουλος δικαιοῦται νὰ λάβῃ ὡς ἀμοιβήν του τὴν ἀξίαν τῶν μέχρι τοῦ χρόνου καταγγελίας προσφερθεισῶν ὑπηρεσιῶν του, βάσει συμφωνίας μεταξὺ τῶν συμβαλλομένων ἢ βάσει ἀποφάσεως τῆς διαιτησίας.

Ἄρθρον 7.

Μετὰ τὴν λῆξιν τῆς παρούσης Συμβάσεως ὁ Τεχνικὸς Σύμβουλος θέλει συνεχίσῃ τὴν ἐπίβλεψιν τοῦ Ἔργου διὰ Μηχανικῶν ἐπισκεπτομένων περιοδικῶς τὸ Ἔργον ἐκ τοῦ Γραφείου Ἀθηνῶν, ἀναλόγως τῶν ἀπαιτήσεων τοῦ Ἔργου, καὶ διὰ περίοδον τριάκοντα ἡμερῶν ἤτοι μέχρι τῆς 31ης Αὐγούστου 1967, ἄνευ προσθέτου ἐπιβαρύνσεως τοῦ Ἐργοδότου πέραν τῆς ἐν τῇ παρούσῃ ὁριζομένης ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου.

Πέραν τῆς ἡμερομηνίας τῆς 31ης Αὐγούσταυ 1967 ὁ Τεχνικὸς Σύμβουλος οὐδεμίαν ὑποχρέωσιν ἐπιβλέψεως οἱασδήποτε μορφῆς ὑπέχει. Ἐν ᾗ περιπτώσει ὅμως ὁ Ἐργοδότης ζητήσῃ τὴν σύναψιν νέας συμβάσεως ἐπιβλέψεως, μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως, τότε ἡ ὡς ἄνω μηνιαία περίοδος τῆς ἄνευ ἀμοιβῆς Ἐπιβλέψεως θὰ μετατεθῇ εἰς τὸ τέλος τῆς νέας Συμβάσεως.

Ἄρθρον 8.

Ἡ παροῦσα Σύμβασις συνετάγη εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν καὶ εἰς δύο ὅμοια πρωτότυπα εἰς ἑκάστην γλῶσσαν, ἕκαστος δὲ τῶν συμβαλλομένων ἔλαβεν ἀνὰ ἓν ἐκ τῶν εἰς τὰς δύο ὡς ἄνω γλώσσας πρωτοτύπων, δεόντως ὑπογεγραμμένα παρ' ἀμφοτέρων τῶν συμβαλλομένων. Εἰς περίπτωσιν διαφορᾶς τῶν δύο κειμένων τὸ Ἑλληνικὸν τοιοῦτον θεωρεῖται ἐπικρατέστερον καὶ κατισχύει.

Οἱ Συμβαλλόμενοι

Διὰ τὴν Ἑλληνικὴν Κυβέρνησιν

Ὁ Ὑπουργὸς Δημοσίων Ἔργων

ΚΩΝ. ΜΑΡΗΣ

Διὰ τὴν Ἑταιρείαν

AMMANN & WHITNEY

G. GROSS

Δ/ντὴς Γραφείου Ἀθηνῶν

Β' Ἀγγλικὸν κείμενον

In Athens this 6th day of September in the year Nineteen Hundred and Sixty Six, between the Government of the Kingdom of Greece, hereinafter called the Government, represented by Mr Constantinos Maris, Minister of Public Works authorized by Act of Ministerial Council No 158/5-8-66, and Ammann & Whit-

ney Architect–Engineers, hereinafter called the Consultant, represented by virtue of the Power of Attorney dated January 2, 1960, and 26 August 1963 and 25 August 1966 by Mr. George Gross, a resident of the United States, temporarily residing in Greece, the following have been agreed.

Article 1

Extension of services for the Supervision of construction

By virtue of contract dated 6 April 1960 between the Government and the Consultant the latter undertook to prepare the fin l desing and to do the supervision of construction of the development program in Athens Airport, and by virtue of the extension of that agreement dated 22 August 1963, the duration of said agreement was extended up to 31st december 1964. During the extension period, on one hand the final design was completed, submitted and approved, and on the other hand the Supervision of construction was continued. Further by another extension dated 17 April 1965, the agreement was again extended up to the end of December 1965 specifically only as regards the continuation of the supervision services. Now, on the basis of the progress made in construction and of the establishment of a new construction Contractor, it is estimated that the project will be completed at the end of July 1967. Therefore, the Government considers advisable and to their interest to extend the said agreement specifically only as regards the continuation of the supervision of construction services of the Consultant up to the 31st of July of the year 1967, that is for neneteen (19) continuous months. This continuation of the supervision services stars on January 1st, 1966. and expires on the 31st July 1967, and the Consultant agrees to such a continuation of services.

Article 2.

Services of the Consultant

The Supervision of construction which the Consultant shall render on the basis of the present extension agreement shall be similar, as regards the kind, to the supervision services provided up to now, and the Consultant shall provide on job site adequate and suitably experienced supervision personnel. Within the agreed extension period the Consultant undertakes and promises to review and approve all the required shop drawings and modifications that may become necessary because of special conditions that may be confronted during the construction of the project.

In addition to the field personnel the Consultant shall provise the necessary specialized personnel from the Engineering staff of the Consultant's offile in Athens, who will follow up the construction, and express their opinion as to the contruction of special items of the project in conformance with the contractual Special Conditions.

Also the Consultant shall provide the necessary technical assistance in office by the staff of the Consultant's offiice in Greece, on problems that will come up during construction.

Also Clerical and Administrative assistance shall be provided by the Consultant's Athens office during the period of his extension of agreement.

The Consultant will provide, if requested, the following general services in addition to those services specified above :

a) Review and recommendation of special proposals of construction contractors for equipment or materials to be installed in the project.

b) Consultation during the construction period for interpretation of plans, specifications, change orders and contractor's claims.

The administration of the works, namely quantity measurements, preparation of certificates for payment, administrative and technical inspection of any kind, adjustment protocols etc. shall be carried out by the Supervision office of the Greek Government, that is the District Engineer's Office of the Capital Area, which will be adequately staffed with qualified technical, administrative and auxiliary personnel so that the required services can be performed without delays and difficulties. Certificates for payment of work performed will be issued by the (Greek) Supervision Office only after written approval by the Consultant as to the conformance of the work to the drawings and specifications, said written approval to be given within reasonable time so as not to disrupt the progress of the works.

In the event that construction of the works does not conform to the drawings and specifications the Consultant will stop certificates for payment for said works, following written justification for such action and until the work is reconstructed in accordance with the drawings and specifications.

Article 3.

Consultant's fee

For the services rendered by the Consultant as specified above in Article 2 the total fee of the Consultant is fixed equal to one hundred and thirty one thousant and hundred dollars ($131, 100).

The total fee of the Consultant shall be payable in three six month installements oach equal to Dollars forty three thousand seven hundred ($43,700) each istallment being payable on the first day of the month after each six month period has expired.

Article 4.

Letter of Gredit

The Government shall, for the purpose of making fee payments to the Consultant, open a divisible, confirmed irrevocable letter of credit in favor of the Consultant at the First National City Bank of New York in New York, USA in the amount of one hundred thirty one and one hundred dollars ($131,100) against which shall be payable on the order of the Government, represented by the Minister of Public Works or his duly authorized representative, the amounts set forth in Article 3 above.

Article 5.

Other Terms

As regards all other terms, the stipulations of the agreement dated 6 April 1960, which is hereby simply extended, are valid, particularly as regards the Supervision Services and the exemption from all taxes, duties, deductions etc.

Article 6.

Termination

This contract may be terminated by a decision of the Minister of Public Works following a decision of the arbitration committee justifying such action. In the ovent of such termination, payment for services rendered by the Consultant shall be the value of the services rendered prior to the date of termination as agreed by the parties or as determined by arbitration.

Article 7.

After the expiration of this Contract the Consultant will continue supervising the Project îby Engineers of the Athens office who will visit the Project Site periodically during a period of thirty days, that is up to the 31 August 1967, without any additional fee over that agreed by this conctract. After the date of 31 August 1967 the Consultant will not have any obligation to offer Supervices of any kind. However, in case the Ministry asks for the sigming of a new agreement for supervision services, after the expiration of this agreement, then the above period of one month of supervision services without fee shall be thransferred to the end of the new agreement.

Article 8.

CONTRACT LANGUAGE

The present contract has been prepared in two identical originals in Greek and English and each of the contraction parties has received one each of the two originals duly signed by both parties. The Greek text shall be considered to prevail wherever the texts are not identical.

Governemnt of Kingdom of Greece
By CON. MARIS
Minister of Public Works

AMMANN & WHITNEY
By G. GROSS
Manager, Athens

Ἡ ἰσχὺς τοῦ παρόντος ἄρχεται ἀπὸ τῆς δημοσιεύσεώς του εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 11 Νοεμβρίου 1968

Ἐν Ὀνόματι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ
ΓΕΩΡΓΙΟΣ ΖΩΙΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΟΕΔΡΟΣ
Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'
ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Β'
ΔΗΜ. ΠΑΤΙΛΗΣ

ΤΑ ΜΕΛΗ

Ν. ΜΑΚΑΡΕΖΟΣ, ΙΩΑΝ. ΡΟΔΙΝΟΣ–ΟΡΛΑΝΔΟΣ, ΗΛ. Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΘΕΟΦ. ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΥ, ΑΔΑΜ. ΑΝΔΡΟΥΤΣΟΠΟΥΛΟΣ, ΕΠΑΜ. ΤΣΕΛΛΟΣ, ΚΩΝΣΤ. ΚΥΠΡΑΙΟΣ, ΚΩΝΣΤ. ΠΑΠΑΔΗΜΗΤΡΙΟΥ, ΑΛΕΞ. ΜΑΤΘΑΙΟΥ, ΛΟΥΚ. ΠΑΤΡΑΣ, ΙΩΑΝ. ΧΟΛΕΒΑΣ, Γ. ΤΣΙΣΤΟΠΟΥΛΟΣ, ΗΛ. ΔΗΜΗΤΡΑΣ.

Ἐθεωρήθη καὶ ἐτέθη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 11 Νοεμβρίου 1968

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ
ΗΛ. Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ

ΕΚ ΤΟΥ ΕΘΝΙΚΟΥ ΤΥΠΟΓΡΑΦΕΙΟΥ