



ΕΦΗΜΕΡΙΣ ΤΗΣ ΚΥΒΕΡΝΗΣΕΩΣ

ΤΟΥ ΒΑΣΙΛΕΙΟΥ ΤΗΣ ΕΛΛΑΔΟΣ

ΕΝ ΑΘΗΝΑΙΣ
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Περὶ κυρώσεως συμβάσεων μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἑταῖρείας AMMANN AND WHITNEY διὰ τὴν μελέτην καὶ ἐπίβλεψιν ἔργων ἀναπτύξεως Ἀερολιμένος Ἀθηνῶν.

ΚΩΝΣΤΑΝΤΙΝΟΣ ΒΑΣΙΛΕΥΣ ΤΩΝ ΕΛΛΗΝΩΝ

Προτάσει τοῦ Ἡμετέρου Ὑπουργικοῦ Συμβουλίου, ἀπεφασίσαμεν καὶ διατάσσομεν :

“Αρθρον Μόνον.

Κυροῦνται καὶ ἔχουσιν ἴσχυν νόμου ἀφ' ἡς κατηρτίσθησαν αἱ μεταξὺ τοῦ Ἐλληνικοῦ Δημοσίου καὶ τῆς ἐν Νέᾳ Ὑδρᾳ τῶν Ἕνωμένων Πολιτειῶν τῆς Ἀμερικῆς ἐδρευούστης ἑταῖρείας 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 Ἀερολιμένος Ἐλληνικοῦ, ὃν τὸ κείμενον εἰς Ἐλληνικὴν καὶ ἀγγλικὴν γλῶσσαν ἔχει ὡς ἔξῆς :

ΣΥΜΒΑΣΙΣ ΠΡΩΤΗ

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

Α'. Ἐλληνικὸν κείμενον

‘Ἐν Ἀθήναις σήμερον τὴν δην Ἀπριλίου τοῦ ἔτους χίλια ἑννεακόσια ἑξήκοντα, μεταξὺ ἀφ' ἐνὸς τῆς Ἐλληνικῆς Κυβερνήσεως, ἐφεξῆς καλούμενης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐξηρτωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Συγχρονωνῶν καὶ Δημοσίων Ἐργων κ. Σ. Γκίκα, καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ Ὑδρᾳ ΗΠΑ ἐδρευούσης ἑταῖρείας AMMANN & WHITNEY, Ἀρχιτέκτονες Μηχανικοί, ἐφεξῆς καλούμενων «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» καὶ ἐκπρωταπουμένης δυνάμει τοῦ ἀπὸ 2 Ἰανουαρίου 1960 πληρεζούσιου συνημένου τῇ παρούσῃ συμβάσει, ὑπὸ τοῦ κ. GEORGE GROSS, κατοίκου ΗΠΑ, προσωρινῶς διαμένοντος ἐν Ἑλλάδι.

Διθέντος δὲ :

Βάσει προγενεστέρας συμβάσεως μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου, οὗτος ἔξεπόνησε καὶ ὑπέβαλε πρὸς τὴν Κυβέρνησιν ἔκθεσιν ὑπὸ τὸν τίτλον «Ἀνάπτυξις τοῦ Ἀερολιμένος Ἀθηνῶν» διὰ τῆς δόποιας ἔγενοντο προτάσεις ἐπεκτάσεως καὶ προσθήκων εἰς τὸν Ἀερολιμένα Ἀθηνῶν, ἐπειδὴ δὲ ἡ Κυβέρνησις ἐπιθυμεῖ δῆπος προχωρήσῃ εἰς τὴν πραγματοποίησιν τῆς ἀναπτύ-

ξεως τοῦ Ἀερολιμένος Ἀθηνῶν, οἱ συμβαλλόμενοι συμφωνοῦσι τὰ ἀκόλουθα :

“Αρθρον I.

‘Ανάθεσις Μελέτης καὶ Ἐπιβλέψεως.

‘Η ΚΥΒΕΡΝΗΣΙΣ ἀναβέτει 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 διὰ τεχνικὴν ἔκθεσιν μετὰ τῶν διὰ τῆς παρούσης ἀπὸ συμφώνου συνομολογουμένων τροποποιήσεων καὶ ὡς ταῦτα εἰδικώτερον καθορίζονται ἐν τῷ “Αρθρῳ II τῆς παρούσης.

“Αρθρον II.

‘Τηγρεσίαι Τεχνικοῦ Συμβούλου.

Αἱ δημητρεσίαι ΤΕΧΝΙΚΟΥ ΣΥΜΒΟΥΛΟΥ θὰ περιλαμβάνωσι τὴν σύνταξιν τῶν προκαταρκτικῶν σχεδίων, τῶν δριστικῶν σχεδίων καὶ τῶν προδιαγραφῶν ὡς καὶ τὴν ἐπίβλεψιν τῆς κατασκευῆς, καθόσον αἱ δημητρεσίαι αὕται εἶναι ἀπαραίτητοι διὰ τὴν πραγματοποίησιν τοῦ ἔργου, εἰδικώτερον δὲ ὡς περιγράφονται κατωτέρω ὑπὸ τὸν τίτλον «Ἐκτασις Τηγρεσιῶν».

“Ἐκτασις Τηγρεσιῶν.

Μελέτη.

‘Ο ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ θὰ ἐκπονήσῃ προκαταρκτικὰ σχέδια, γενικὰς προδιαγραφὰς ὡς καὶ προκαταρκτικούς προϋπολογισμούς κόστους διὰ τῶν δοπίων θὰ ἐμφαίνωνται ἀπαντα τὰ χαρακτηριστικά τοῦ ἔργου ὡς τοῦτο κατωτέρω περιγράφεται, ταῦτα δὲ θέλουσιν ὑποβληθῆ πρὸς ἔγκρισιν εἰς τὴν ΚΥΒΕΡΝΗΣΙΝ πρὸ τῆς ἐνάρξεως ἐκπονήσεως τῆς δριστικῆς μελέτης.

“Αμα τῇ ἔγκρισι τῆς ὡς διὰ προκαταρκτικῆς μελέτης δὲ «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» θέλει ἐκπονήσει τὰ δριστικὰ σχέδια δημοπρατήσεως, προδιαγραφάς, τὰ ἀπαιτούμενα διὰ τοὺς διαγωνισμοὺς στοιχεῖα καὶ τοὺς τελικοὺς προϋπολογισμούς κόστους, ἀπαντα συντεταγμένα οὕτως ὡστε νὰ εἶναι δυνατὸν νὰ ὑποβληθοῦν καὶ ἐκτιμηθοῦν συγκριτικῶς προσφοραὶ ἀνεγνωρισμένων ἐργολάβων κατασκευῶν διὰ τὰ ἐπόμενα τμῆματα τοῦ ἔργου.

Τμῆμα 1ον. Ἀερολιμήν.

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 παράληλος τοῦ διαδρόμου 16—34 μετὰ δαπέδων ἀναμονῆς καὶ ἔξοδων μεγάλης ταχύτητος

‘Η ἑργασία αὕτη ἀπαρτίζεται ἐκ τῆς ἀναγκαίας διαμορφώσεως τοῦ ἐδάφους, τῆς ἀποστραγγίσεως καὶ ἐπιστρώσεως τούτου ὡς καὶ τοῦ συναφοῦ φωτισμοῦ τοῦ διαδρόμου καὶ τοῦ τροχοδρόμου.

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

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

Τμῆμα 2ον. Ἐγκαταστάσις, Ὅροις, Ἀποχετεύσεως
κ. λ. π.

α) Σύστημα ὑδρεύσεως μετὰ δεξαμενῆς ἀποθηκεύσεως καὶ δικτύου διανομῆς πρὸς ἔξυπηρέτησιν τῆς περιοχῆς τοῦ νέου διεθνοῦς ἀεροσταθμοῦ. Τὸ σύστημα θὰ μελετηθῇ οὕτως ὥστε νὰ ἔχῃ τὴν δυνατότητα παροχῆς ὑδατος τόσον διὰ τὴν καταπλέμησιν πυρκαϊᾶς δόσον καὶ δι’ ἐσωτερικὴν χρῆσιν.

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

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

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

ε) “Ἀπασαι αἱ ὡς ἄνω ἐγκαταστάσις τὰ μελετηθῶσιν εἰς τρόπον ὥστε νὰ ἔξυπηρετῆται 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, ὃδοι προσπελάσεως, κλπ. συναφεῖς κατασκευαὶ ἀναγκαῖαι διὰ τὴν πλήρη καὶ ἴκανοποιητικὴν λειτουργίαν τοῦ ἀεροσταθμοῦ.

Τὸ σχέδιον Iενικῆς Διατάξεως διὰ τὸ συγχρότημα Διεθνοῦς ἀεροσταθμοῦ καὶ ἀπασαὶ ἡ ἀρχιτεκτονικὴ μελέτη τοῦ συγκροτήματος τούτου θὰ ἐκπονηθῇ ὑπὸ τῶν Ἐταιρειῶν EERO SAARINEN & ASS. AMMANN & WHITNEY, καὶ τῶν εἰδικῶν Τεχνικῶν Συμβούλων LANDRJM & BROWN, BOLT BERANEK & NEWMAN INC καὶ κλλων ὡς θέλει κριθῆ ὑπὸ τοῦ Συμβούλου.

‘Η μελέτη τοῦ συγκροτήματος ἀεροσταθμοῦ θὰ συνταχθῇ μὲ πρόβλεψιν μελλοντικῆς ἐπεκτάσεως ὥστε νὰ δύνανται νὰ ἔξυπηρετηθῶσι καὶ αἱ ἐσωτερικαὶ συγκοινωνίαι.

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

Τὰ σχέδια γενικῶν 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 ἡ ἐργοστασίων σχέδια (SHOP DRAWINCS) νὰ περιορίζωνται μόνον εἰς κατασκευαστικὰς λεπτομερεῖας, θὰ ἐλέγχωνται δὲ καὶ ἐγκρίνωνται ὑπὸ τοῦ Τεχνικοῦ Συμβούλου πρὸς πάσης ἐφαρμογῆς των.

“Ἀπασαι αἱ ἔρευναι, αἱ σχετιζόμεναι μὲ τὸ ἔδαφος ὑποδομῆς τοῦ ἀερολιμένος καὶ τῶν θεμελιώσεων τοῦ συγκρο-

τήματος ἀεροσταθμοῦ θὰ ἐκτελοῦνται εἰς τὸ ἔργαστήριον τοῦ Ὑπουργείου Δημοσίων Ἔργων δαπάναις τῆς Ἐλληνικῆς 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 ἀεροσταφῶν, περιλαμβανομένου καὶ τοῦ συστήματος ἀποθηκεύσεως καὶ διανομῆς καυσίμων, θέλουσιν ἐκπονηθῆ παρὰ τρίτων, θὰ ὑπόκεινται δμῶς ὡς πρὸς τὴν διάταξιν, τὴν θέσιν καὶ τὴν ἐπάρκειαν αὐτῶν εἰς τὴν θεώρησιν τοῦ Τεχνικοῦ Συμβούλου, εἰσηγουμένου διὰ τὴν τελικὴν ἔγκρισιν.

Λεωφόρος Προσπελάσεως.

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

Ραδιοβοηθήματα Πτήσεως.

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

Ἄσύρματος Ἐπικοινωνίας.

Τὰ σχέδια καὶ αἱ προδιαγραφαὶ δι’ ἀπαντα τὰ μέσα ἀσύρματου Ἐπικοινωνίας θέλουσιν ἐκπονηθῆ παρὰ τρίτων, θὰ ὑπόκεινται δμῶς εἰς θεώρησιν τοῦ Τεχνικοῦ Συμβούλου. ‘Ο 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’ ἡλεκτρικῆς ἐνέργειας, φωτισμοῦ, ἀερισμοῦ κλπ. ἐν συνεννοήσει μετὰ τῶν ἀρμοδίων μελετητῶν.

Ἐπίβλεψις Κατασκευῆς.

‘Ο 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 ὅπιον θὰ παρασχεθῇ ὑπὸ τῆς Κυβερνήσεως, ὡς δρίζεται κατωτέρω. Λί οὐπηρεσίαι τοῦ αὐτοῦ ὡς κατωτέρω καθορίζονται, θέλουσι παρασχεθῆ ἐντὸς χρονικῆς περιόδου τριάκοντα (30) μηνῶν ἀρχομένης ἀπὸ τῆς ημέρας τῆς κατακυρώσεως τῆς πρώτης ἐργολαβίας. ‘Ἐν πάσῃ περιπτώσει ἡ χρονικὴ ὡς ἄνω περίοδος τῶν τριάκοντα (30) μηνῶν δέον νὰ ἐμπίπτῃ ἐντὸς τῶν προσεχῶν τριάκοντα ἕξ (36) μηνῶν ἀπὸ τῆς ημερομηνίας ὑπογραφῆς τῆς παρούσης συμβάσεως.

Τὸ προσωπικὸν τὸ διατεθέσμενον ὑπὸ τοῦ Τεχνικοῦ Συμβούλου περιορίζεται ὡς ἔξης :

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

β) Εἰς Ἐλληνη Πολιτικὸς Μηχανικὸς ὡς βοηθὸς ἐπὶ τόπου τοῦ ἔργου διὰ συνεχῆ περίοδον 24 μηνῶν κατ’ ἀνώτατον ὅριον.

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

δ) Εἰς Ἐλληνη Μηχανικὸς ὡς βοηθὸς ἐπὶ τόπου τοῦ ἔργου διὰ συνεχῆ περίοδον 18 μηνῶν κατ’ ἀνώτατον ὅριον.

ε) Ἀμερικανὸς Μηχανολόγοι καὶ Ἡλεκτρολόγοι Μηχανικοὶ διὰ συνολικὴν ἀπασχόλησιν 18 μηνῶν Μηχανικοῦ.

στ) "Ελληνες Μηχανικοί ώς βοηθοί διὰ συνοικήν 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 δριον. 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 ἔξασφαλίζοντα 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 ἥθελε κριθῆ ἀναγκαῖα παρὰ τοῦ Συμβούλου.

Ἡ διοίκησις τῶν ἔργων, ἥτοι ἐπιμετρήσεις, σύνταξις πιστοποιήσεων, λογιστικοὶ καὶ τεχνικοὶ ἔλεγχοι πάσης φύσεως, κανονιστικὰ πρωτόκολλα καὶ π. οἱ διενεργῆται ὑπὸ τοῦ Γραφείου Ἐπιβλέψεως τῆς Ἑλληνικῆς Κυβερνήσεως, ὅπερ θὰ ἐπανδρωθῇ ὥλη καταλλήλου καὶ ἐπικροῦς τεχνικοῦ, θοηθητικοῦ καὶ διοικητικοῦ προσωπικοῦ κατὰ τρόπον ὡστε νὰ διενεργῆται ἡ σχετικὴ ὑπηρεσία ἀπροσκόπτως καὶ μὲ ἀπόλυτον ἐνημερότητα.

Αἱ ὑπὸ τοῦ Γραφείου ἐπιβλέψεως πιστοποιήσεις ἐργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἕγγραφον βεβαίωσιν τοῦ ἀρμοδίου Τεχνικοῦ Συμβούλου περὶ τῆς συμφώνως πρὸς τὰς μελέτας :::: τὰς προδιαγραφὰς ἐπειλέσεως τούτων, παρεχομένης ἐντὸς εὐλόγων χρονιῶν διαστημάτων, ὡστε 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 ἡτιολογημένου σημειώματός του, μέχρις ἀνακατασκευῆς τῶν ἔργων τούτων συμφώνως πρὸς τὰ σχέδια καὶ προδιαγραφάς.

Ο Τεχνικὸς Σύμβουλος πλέον τῶν ὑπηρεσιῶν τῶν καθοριζομένων εἰς τὸ Κεφάλαιον «Ἐπιβλέψις Κατασκευῆς» θέλει παράσχει καὶ τὰς κάτωθι γενικὰς ὑπηρεσίας :

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

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

Αἱ ὡς ἀνω 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 χορηγῆσις λεπτομερειακῶν σχεδίων θὰ εἴναι ἀπολύτως ἔγκαιρος διὰ τὴν ἔξασφάλισιν τῆς ἀκωλύτου προόδου τῶν ἔργων.

Τέλος Τρίτης.

Ὑπηρεσίαι Χορηγηθησόμεναι ὑπὸ τῆς Κυβερνήσεως.

Α) Η ΚΥΒΕΡΝΗΣΙΣ θὰ ἀναλάβῃ τὴν ὑποχρέωσιν πασῶν τῶν ἀναγκαιούσων ἀπαλλοτριώσεων ἔγκαιρως, πρὸς πλήρη ἀπελευθέρωσιν τοῦ χώρου τῶν ἔργων διὰ τὴν ἀκώλυτον πρόδον τούτων.

Β) Η ΚΥΒΕΡΝΗΣΙΣ θὰ παραχωρήσῃ, ἀνευ δαπάνης τοῦ Τεχνικοῦ Συμβούλου ἐπαρκῆ χώρου διὰ τὰ Γραφεῖα τοῦ Τεχνικοῦ Συμβούλου ἐπὶ τόπου τῶν ἔργων ἔξασφαλίζουσα καὶ πάσας τὰς σχετικὰς ἔγκαταστάσεις ὡς ἥλεκτρικοῖς φεύγοτος, ὑδατοῖς καὶ τηλεφόνῳ.

Γ) Η ΚΥΒΕΡΝΗΣΙΣ θέλει χορηγῆσει, ἀνευ δαπάνης τοῦ Τεχνικοῦ Συμβούλου ἀπαντά τὰ τοπογραφικὰ στοιχεῖα καὶ πληροφορίας ἀτινα ἥθελον ζητηθῆ ὑπὸ τοῦ Τεχνικοῦ Συμβούλου. Η ΚΥΒΕΡΝΗΣΙΣ θὰ ἔχῃ τὴν εὐθύνην τῆς χριβείας καὶ τῆς πληρότητος τῶν παρεχομένων σχετικῶν πληροφοριῶν.

Δ) Η Κυβέρνησις θέλει χορηγῆσει, ἀνευ δαπάνης τοῦ Τεχνικοῦ Συμβούλου ἀπαν τὸ ἀπαιτούμενον προσωπικὸν ἔλεγχον καὶ διοικήσεως τοῦ ἔργου ὡς καθορίζεται ἐν "Αρθρῷ II «Ἐκτασίς Ὑπηρεσιῶν».

Τέλος Τέττης.

Χρόνος Ἐκτελέσεως.

Οἶκοθεν νοεῖται, ὅτι θέλει καταβληθῆ πᾶσα προσπάθεια τόσον κατὰ τὴν σύνταξιν τῆς μελέτης ὅσον καὶ κατὰ τὸ στάδιον κατασκευῆς τοῦ ἔργου, ὥστε νὰ ἐπιτευχθῇ ἡ ἔναρξις λειτουργίας τοῦ "Αερολιμένος κατὰ τὴν λῆξιν τῆς τριάκοντα· μήνου 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 τοπογραφιῶν στοιχείων καὶ τῶν στοιχείων ἁδάφους.

Ἡ προκαταρκτικὴ μελέτη τοῦ συγκροτήματος τοῦ ἀεροσταθμοῦ θὰ περατωθῇ ἐντὸς 8 μηνῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης. Ἡ μελέτη τῶν ἔργων ὑπὸ ἀριθ. 1, 2, 3 τῶν διαλαμβανομένων εἰς τὸ Κεφάλαιον «Ἐκτασίς Ὑπηρεσιῶν» θὰ περατωθῇ ἐντὸς 15 (δέκα πέντε) μηνῶν ἀπὸ τῆς ὑπογραφῆς τῆς συμβάσεως ἡ τῆς ἐντολῆς ἐνάρξεως τῆς ἐργασίας, ἐφόσον ἡ τελευταῖα αὕτη δοῦλη μεταγενεστέρως.

Οἶκοθεν νοεῖται ὅτι αἱ μελέται τῶν ἐπὶ μέρους ἔργων θὰ παραδίωνται τημηματικῶς ὥστε νὰ καταστῇ δυνατή ἡ ἔναρξις αὐτῶν συμφώνως πρὸς τὸν συνημμένον τὴν παρούση πίνακα χρόνου ἔργασιῶν.

Ἡ ἐπίβλεψις τοῦ ἔργου θὰ διαρκέσῃ ἐπὶ τριάκοντα (30) μηνῶν ἀπὸ τῆς ἡμέρας τῆς κατακυρώσεως τῆς πρώτης ἐργολαβίας, ἐν πάσῃ περιπτώσει ἡ ὡς ἀνω χρονικὴ περίοδος δέον νὰ ἐμπίπτῃ ἐντὸς τῶν προσεχῶν τριάκοντα ἔξ (36) μηνῶν ἀπὸ τῆς ὑπογραφῆς τῆς συμβάσεως ἡ τῆς ἐντολῆς ἐνάρξεως τῆς ἐργασίας.

Ἡ ἰσχὺς τῆς παρούσης συμβάσεως ἐκτείνεται εἰς χρονικὴν περίοδον τριάκοντα ἔξ (36) μηνῶν ἀπὸ τῆς ὑπογραφῆς τῆς παρούσης συμβάσεως. Μετὰ δὲ τὴν παρέλευσιν τῆς ὡς ἀνω 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 ἀνω 36/μήνου προθεσμίας ἀποτελεῖ ἀντικείμενον νέας χωριστῆς συμφωνίας. "Αμα τῇ λήξει τῆς ὡς ἀνω καθοριζομένης 36/μήνου περιόδου τὸ διλαδόν ποσὸν τῆς συμβατικῆς ἀμοιβῆς τῶν ἔξασφασίων δικτύων δολαρίων ἀφαιρουμένων τῶν μέχρι τότε γενομένων τημηματικῶν πληρωμῶν, θέλει καταβληθῆ εἰς τὸν Τεχνικὸν Σύμβουλον.

Τέλος Τέττης.

Ἀμοιβή.

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

Ὑπηρεσίαι μελέτης	Δολ. 408.000.00
Ὑπηρεσίαι ἐπιβλέψεως κατασκευῆς	» 200.000.00

Συνολικὴ κατ' ἀποκοπὴν ἀμοιβὴ	» 608.000.00
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Ἡ ἀμοιβὴ διὰ τὴν ἐπίβλεψιν κατασκευῆς ἀφορᾷ τὴν παροχὴν ὑπηρεσιῶν ἐπιβλέψεως ἐπὶ τόπου τοῦ ἔργου διὰ τὸν περιόδον μὴ ὑπερβαινούσας τὰς δριζομένας ἐν τῷ Κεφαλαίῳ «Ἐκτασίς Ὑπηρεσιῶν». Ἐν ἡ περιπτώσει αἱ ὡς ἀνω ὑπηρεσίαι παραταθῶσιν δὲ ὀινδόποτε λόγον, ὁ Τεχνικὸς Σύμβουλος θέλει ἀποζημιωθῆ διὰ τὸ κόστος τῶν προσθέτων ὑπηρεσιῶν διὰ ποσοῦ ἵσου πρὸς τὸ κόστος μισθολογίου ηγέημενον κατὰ 100 %.

Εἰς ἡν περίπτωσιν μετὰ τὴν ἐπίσημον ἔγκρισιν τῶν προκαταρκτικῶν σχεδίων καὶ τὴν ἐντολὴν τῆς Κυβερνήσεως διπας ὁ Τεχνικὸς Σύμβουλος προχωρήσῃ εἰς τὴν ἐκπόνησιν τῶν δριστικῶν σχεδίων, προδιαγραφῶν καὶ προύπολογισμῶν, ἡ Κυβέρνησις ἥθελε διατάξει ἀλλαγάς, τότε ἡ ἀποζημιωσίς τοῦ Τεχνικοῦ Συμβούλου διὰ τὴν προκύπτουσαν διπάνην του θὰ εἴναι ἵση πρὸς τὸ κόστος τοῦ μισθολογίου τοῦ ἀπαιτουμένου διὰ τὰς τοιαύτας προσθέτους ὑπηρεσίας ηγέημενον κατὰ 100 %. Ἐὰν λόγω τῶν ὡς ἀνω ἀλλαγῶν ἀπαιτηθῇ πρόσκλησις ἐν Ἐλλάδι Εἰδικοῦ Τεχνικοῦ Συμβούλου, ἡ Κυ-

βέρνησις ἀναλαμβάνει νὰ καταβάλῃ καὶ τὰ ἔξοδα ταξιδίου.

Πᾶσα πρόσθετος ἐργασία αἰτουμένη παρὰ τῆς Κυβερνήσεως πέραν τῆς «Ἐκτάσεως 'Τηρεσιών» τῆς περιγραφομένης εἰς τὸ "Αρθρον II θέλει πληρωθῆ δὲ ἀμοιβῆς συμφωνούμενης μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου πρὸ τῆς ἐνάρξεως παροχῆς τῶν προσθέτων ὑπηρεσιῶν.

Τμηματικαὶ Πληρωμαὶ.

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

Διὰ τὴν μελέτην ποσὸν δολαρίων εἴκοσιν ἐπτὰ χιλιάδων διακοσίων (δολ. 27.200.00) θὰ καταβάλλεται εἰς τὸ τέλος ἑκάστου ἐκ τῶν δεκαπέντε διαδοχικῶν ἡμερολογιακῶν μηνῶν ἀπὸ τῆς ἡμερομηνίας τῆς συμβάσεως, ἔξαιρέσει 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 δολαρίων διακοσίων χιλιάδων δὲ ἐπιβλεψιν κατασκευῆς θὰ καταβληθῇ εἰς τριάκοντα διαδοχικάς μηνιαίας δόσεις ἑκάστη ἐκ δολαρίων ἔξ χιλιάδων εἴκοσιν ταῦτα ἔξ καὶ 66 ἑκατοστῶν (δολ. 6.666.66) ἀρχῆς γενομένης ἐναμηνα μετὰ τὴν κατακύρωσιν τοῦ πρώτου συμβολαίου κατασκευῆς.

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

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

Τὸ παρακρατούμενον ποσὸν τόσον διὰ τὴν ἐκπόνησιν τῆς μελέτης δοσον καὶ διὰ τὴν ἐπιβλεψιν κατασκευῆς θὰ καταβληθῇ εἰς τὸν Τεχνικὸν Σύμβουλον ἀμα τῇ ὁριστικῇ παραλαβῇ τῆς ἀντιστοιχούσης εἰς τὰς Ὑπηρεσίας ταύτας ἐργασίας.

"Αρθρον VI.

"Ανοιγμα 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 Ἐργων ἥ τοῦ δεόντως ἔξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν ἀρθρῷ V τῆς παρούσης χρηματικὰ ποσά.

Πρόσθετοι παρόμοιαι πιστώσεις θέλουσιν ἀνοιγῆ εἰς περίπτωσιν καθ' ἥν θέλειν συμφωνηθῆ πρόσθετοι ἐργασίαι αἵτινες θὰ πληρωθῶσι κατὰ τὰ ἐν "Αρθρῳ V τῆς παρούσης ὅριζόμενα.

"Αρθρον VII.

'Απαλλαγὴ Δασμῶν καὶ Φόρων.

1. Ἡ Κυβέρνησις ἀπαλλάσσει τὸν Τεχνικὸν Σύμβουλον καθ' ὅλην τὴν διάκειαν τῆς ἰσχύος τῆς παρούσης συμβάσεως ἀπὸ τῆς καταβολῆς δασμῶν καὶ παρομαρτούντων τούτοις φόρους καὶ τελῶν, τέλους χαρτοσήμων, εἰσφορῶν, φόρου κύκλου ἐργασιῶν, φόρου πολυτελείας καὶ παντὸς ἐν γένει δικαιώματος ἥ κρατήσεως ὑπὲρ τοῦ Δημοσίου ἥ οἰωνοδήποτε τρίτων ὑφισταμένων ἥ 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, φωτοτυπικούς χάρτας κλπ., σχέδια καὶ ἐν γένει ἔξοπλισμὸν τῶν ἐν Ἐλλάδι γραφείων καὶ ἐγκαταστάσεων τοῦ Τεχνικοῦ Συμβούλου.

2. Τὸ ἀλλοδαπὸν ὑπαλληλικὸν προσωπικὸν τοῦ Τεχνικοῦ Συμβούλου ἀπαλλάσσεται ὄμοιως ἀπὸ τῶν ἐν παραγράφῳ 1η τοῦ παρόντος "Αρθρου διαλαμβανομένων δασμολογικῶν καὶ λοιπῶν φορολογικῶν ἐπιβαρύνσεων διὰ τὰ ὑπὸ αὐτοῦ εἰσαγόμενα ἐκ τοῦ Ἐξωτερικοῦ ἐπιβατικὰ αὐτοκίνητα, ἀνταλλακτικὰ αὐτῶν, εἰδη ἀτομικῆς καὶ οἰκιακῆς χρήσεως 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 ἥ κρατήσεων ὑπὲρ τοῦ Δημοσίου ἥ οἰωνοδήποτε τρίτων ὑφισταμένων ἥ ἐπιβληθησομένων μεταγενεστέρως διὰ τὰ κέρδη καὶ ἐν γένει ἀμοιβάς αὐτῶν ἐκ τῆς ἐκπονηθησομένης μελέτης καὶ ἐπιβλέψεως τοῦ ἔργου περὶ οὗ ἡ παροῦσα σύμβασις.

"Αρθρον VIII.

Συνεργασία.

὾ Τεχνικὸς Σύμβουλος θὰ εὑρίσκεται εἰς συνεχῆ συνεργασίαν μετὰ τῆς Κυβερνήσεως, ἥτις θὰ ἐκδόσῃ ἐν καιρῷ δόηγγίας καὶ ἐντολάς πρὸς τοὺς ἐργολάβους καὶ ἀλλούς, τῇ αἰτήσει τοῦ Τεχνικοῦ Συμβούλου, καὶ ἐφ' ὅσον θήθελον ἀπαιτηθῇ, διὰ τὴν κατάλληλον καὶ ἔγκαιρον ἀποπεράτωσιν τοῦ ἔργου.

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

"Αρθρον IX.

"Εγκρισις τῆς Μελέτης.

὾ Κυβέρνησις ἐκπροσωπουμένη ὑπὸ τοῦ Ὑπουργοῦ Συγκοινωνιῶν καὶ Δημοσίων Ἐργων ἥ τοῦ δεόντως ἔξουσιοδοτουμένου ἀντιπροσώπου αὐτοῦ θέλει ἐγγράφως γνωρίσει εἰς τὸν Τεχνικὸν Σύμβουλον καὶ ἐντὸς τριάκοντα ἡμερῶν ἀπὸ τῆς ἡμερομηνίας ὑποβολῆς τῆς προμελέτης ἥ τῆς ὁριστικῆς μελέτης ἥ τιμημάτων αὐτῶν τὴν ἔγκρισιν αὐτῶν καὶ θέλει ἐντὸς τῶν αὐτῶν τριάκοντα ἡμερῶν γνωρίσει εἰς τὸν Τεχνικὸν Σύμβουλον τὰς τροποποιήσεις τὰς ὅποιας ἥ Κυβέρνησις θήθελεν ἀπαιτήσει.

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

"Αρθρον X.

Γλῶσσα Μελέτης καὶ Σχεδίων.

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

Αἱ προδιαγραφαὶ θὰ ὑποβληθῶσι βιβλιοδετημέναι, αἱ δὲ ἀντίστοιχοι σειράι σχεδίων θὰ βιβλιοδετηθῶσι κεχωρισμένως, δέκα (10) ἀντίγραφα προδιαγραφῶν καὶ ίσαριθμα σχεδίων θὰ ὑποβληθῶσιν εἰς τὴν Ἑλληνικὴν Κυβέρνησιν ὡς καὶ οἱ τελικοὶ σχετικοὶ ὑπολογισμοί. Εἰς ἥν περίπτωσιν αἰτηθῶσι παρὰ τῆς Κυβερνήσεως πλέον τῶν ἀνωτέρω αὐτίτυπα ἥ σχετικὴ δαπάνη καθοριζόμενη ὑπὸ τοῦ Τεχνικοῦ Συμβούλου βαρύνει ἀποκλειστικῶς τὴν Κυβέρνησιν.

"Αρθρον XI.

Κυριότης Μελετῶν.

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

"Αρθρον XII.

὾ Τεχνικὸς Σύμβουλος θέλει ἐκπονήσει τὴν μελέτην καὶ ἐπιβλέψει τὴν ἐκτέλεσιν τοῦ Ὑπουργοῦ ἐπὶ τῇ βάσει τῶν διεθνῶν παραδεδεγμένων κανόνων τῆς τέχνης καὶ ἐπιστήμης.

Ο Τεχνικός Σύμβουλος θὰ καταβάλῃ πᾶσαν προσπάθειαν διὰ νὰ προφυλάξῃ τὴν Κυβέρνησιν ἔναντι ἐλαττωμάτων καὶ ἐλεῖψεων τῆς ἔργασίας τῶν ἑργολάβων, ἀλλὰ δὲν δύναται νὰ ἔγγυηθῇ ὅτι οἱ ἑργολάβοι θὰ ἔκτελέσωσι τὰς ὑποχρεώσεις τῶν συμφώνων πρὸς τὰς συμβάσεις τῶν.

Άρθρον XIII.

Διαιτησία.

Πᾶσα διαφωνία μεταξὺ τῶν ὁδες συμβαλλομένων ἀναφερομένη εἰς τὴν ἔρμηνείαν τῶν ὄρων τῆς παρούσης συμβάσεως ἐπιλύεται ὑπὸ τριμελοῦς διαιτητικῆς ἐπιτροπῆς. Τὰ μέλη ταύτης ὑποδεικνύονται ως ἔξης : Τὸ πρῶτον ὑπὸ τῆς Κυβερνήσεως, τὸ δεύτερον ὑπὸ τοῦ Τεχνικοῦ Συμβούλου καὶ τὸ τρίτον ὑπὸ τοῦ Προέδρου Ἐφετῶν Ἀθηνῶν.

Άρθρον XIV.

Καταγγελία τῆς συμβάσεως.

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

Άρθρον XV.

Γλῶσσα συμβάσεως.

Ἡ παροῦσα Σύμβασις συνετάγη εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν καὶ εἰς δύο δημοια προτότυπα εἰς ἐκάστην γλῶσσαν, ἔκαστος δὲ τῶν συμβαλλομένων ἔλαβεν ἡνὶ ἐν ἐκ τῶν εἰς τὰς δύο ως ἂνω γλώσσας προτοτύπων δεόντως ὑπογεγραμμένα παρ' ἀμφοτέρων τῶν συμβαλλομένων. Εἰς περίπτωσιν διαφορᾶς τῶν δύο κειμένων τὸ Ἑλληνικὸν τοιοῦτον θεωρεῖται ἐπικρατέστερον καὶ κατιγύει.

ΟΙ ΣΥΜΒΑΛΛΟΜΕΝΟΙ

Διὰ τὴν

Ἑλληνικὴν Κυβέρνησιν AMMANN & WHITNEY

Σ. ΓΚΙΚΑΣ

Ὑπουργὸς Συγκ. καὶ Δημ. Ἐργων

Διὰ τὴν

G. GROSS

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 facilities recommended in the above cited report with modifications thereto as agreed 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 submitted 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 competitive construction bids from qualified construction contractors, on the following items of work :

Item 1-Airport

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

b) New taxiway parallel to runway 16-34 with holding 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 length 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.

Item 2-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.

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

B. Ἀγγλικὸν κείμενον

THIS CONTRACT made this 6 day of April in the year Nineteen Hundred and Sinty, between the Government of the Kingdom of Greece, hereinafter called the GOVERNMENT, represented by Mr. S. Ghikas, Minister of Communications and Public Works, and AMMANN & WHITNEY, Architect-Engineers, hereinafter called the CONSULTANT, represented by virtue of the Power of Attorney dated January 2, 1960 appended to this contract, by Mr. George Gross, a resident of the United States 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 proceed with the development of Athens Airport.

NOW THEREFORE, the parties hereto agree as follows :

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 Eero Saarinen and Associates, Ammann and Whitney 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 traffic 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.

The drawings in general for all items above shall be detailed, in suitable scales and in accordance with the internationally accepted, practices, so that the drawings to be prepared by contractors and manufacturers (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 share the responsibility for its supervision.

Fuel installation

Plans and specifications for the aircraft fueling installation, including storage and distribution systems, will be prepared by others 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 cooperate 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.

Wireless 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 installation 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 thirty month period is within a period of thirty 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 American Resident Civil Engineer for a maximum of 24 continuous months.

b) One 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 maximum 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) Review and recommendation of construction 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 undertakes 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, without 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 contract. The design of all items 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 later.

It is understood that completed designs of sections of the project will be submitted progressively 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 bound 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 equal 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 ad-

ditional services plus 100 % of said payroll costs. If, due to such changes, it becomes necessary that a special Consultant be called from 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, stamp 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 personal 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

'Από 22 Αύγουστου 1963 διὰ τὴν παράτασιν συμβάσεως μελέτης καὶ ἐπιβλέψεως κατασκευῆς τοῦ προγράμματος ἀναπτύξεως τοῦ 'Αερολιμένος 'Αθηνῶν.

A) 'Ελληνικὸν Κείμενον

'Εν 'Αθήναις σήμερον τὴν 22αν Αύγουστου τοῦ ἔτους χίλια ἑννεακόσια ἑξήκοντα τρία, μεταξὺ ἀφ' ἐνὸς τῆς 'Ελληνικῆς Κυβερνήσεως, ἐφεζῆς καλουμένης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐκπροσωπουμένης ὑπὸ τοῦ 'Υπουργοῦ Δημοσίων 'Εργων κ. Γεωργίου Μαρκάκη, καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ 'Υρκῃ ΗΠΑ ἐδρευούσης ἑταῖρείας Ammann καὶ Whitney. 'Αρχιτέκτονες Μηχανικοί, ἐφεζῆς καλουμένων «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΑΟΣ» καὶ ἐκπροσωπουμένης δυνάμει τοῦ ἀπὸ 2 Ιανουαρίου 1960 καὶ 26 Αύγουστου 1963 πληρεξουσίου συνημμένου τῇ παρούσῃ συμβάσει, ἀπὸ τοῦ κ. George Gross, κατοίκου ΗΠΑ, προσωρινῶς διαμένοντος ἐν 'Ελλάδι, συνεφωνήθησαν τὰ ἀκόλουθα :

"Αρθρον 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 ἐπιβλέψιν τῆς κατασκευῆς τοῦ Προγράμματος ἀναπτύξεως τοῦ 'Αερολιμένος 'Αθηνῶν. 'Η χρονικὴ διάρκεια τῆς ἐπιβλέψεως

βάσει τῆς εἰρημένης συμβάσεως ἔξεπνευσε τὴν 19 Ἰουλίου 1963 ἀλλ' ἐνεκα διαφόρων αἰτιῶν, ἀνεξαρτήτων τῆς θελήσεως καὶ πέραν τῶν δυνατοτήτων ἀμφοτέρων τῶν συμβαλλομένων ὃν ἔχουσι πλήρη γνῶσιν ἀμφότερα τὰ συμβαλλόμενα μέρη δὲν συνεπληρώθη ἡ σύνταξις τῶν συμφωνθεισῶν μελετῶν καὶ δὲν ἀποπερατώθη τὸ ὄλον ἔργον. "Ηδη, βάσει τῆς ἐπιτελεσθείσης προόδου εἰς τὴν κατασκευὴν τοῦ ἔργου ὑπολογίζεται διτὶ 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, ἥτοι διὰ δέκα ἑπτά μῆνας, ἀρχομένην δὲ ἀπὸ τῆς 20 Ἰουλίου 1963 ἡμερομηνίας ἐνάρξεως ἰσχύος τῆς παρούσης παρατάσεως, 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 ὑποεπομένας μελέτας πρὸς συμπλήρωσιν τοῦ ἔργου ὡς καὶ πάντα τὰ τυχόν ἀπαιτούμενα σχέδια λεπτομερειῶν, τροποποιήσεις ἐπιβληθείσας ἐξ εἰδικῶν συνθηκῶν κλπ.

"Αρθρον 2.

Γιπηρεσίαι Τεχνικοῦ Συμβούλου.

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

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

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

Αἱ ὑπὸ τοῦ Κυβερνητικοῦ Γραφείου ἐπιβλέψεως πιστοποιήσεις ἔργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἔγγραφον βεβαίωσιν τοῦ ἀρμοδίου 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 προσκόπηται ἡ ὁμαλὴ πρόσδος τῶν ἔργων.

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

Ο Τεχνικὸς Σύμβουλος πλέον τῶν ὑπηρεσιῶν τῶν καθοριζομένων ἀνωτέρω θέλει παράσχη, τυχόν καλούμενος, καὶ τὰς κάτωθι γενικὰς ὑπηρεσίας.

α) Θεώρησις εἰδικῶν προσφορῶν τῶν Ἀναδόχων κατασκευῆς καὶ εἰσήγησις ἐκλογῆς εἰδικῶν κατασκευαστῶν, ἡ προμηθευτῶν δὲ ἐξοπλισμὸν ἢ ὄλικὰ προοριζόμενα διὰ τὰ ἔργα.

β) Συμβουλαὶ πρὸς τοὺς ἀναδόχους ἐπὶ τεχνικῶν θεμάτων κατὰ τὴν περίοδον τῆς κατασκευῆς σχετικῶν πρὸς τὴν ἔρμηνέαν τῶν σχεδίων, προδιαγραφῶν, ἐντολῶν ἀλλαγῶν καὶ ἀπαιτήσεων ἔργολάβων.

"Αρθρον 3.

Ἀμοιβὴ Τεχνικοῦ Συμβούλου.

Διὰ τὰς ὑπηρεσίας τὰς παρεχομένας ὑπὸ τοῦ Τεχνικοῦ Συμβούλου ὡς αὗται ὅριζονται ἐν ἀρθρῷ 2 ἀνωτέρω, συμφωνεῖται ὡς καὶ ἀποκοπὴν ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου τὸ ποσὸν τῶν δραχμῶν ἐκατὸν χιλιάδων ἐλευθέρων Δολλαρίων ΗΠΑ (Δολ. 100.000).

Ἡ ὡς ἀνω κατ' ἀποκοπὴν ἀμοιβὴ, θέλει καταβληθῆ ἐις ἐξ τριμηνιαίς δόσεις ἐκ Δολ. 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 ἑκάστοτες καταβαλλομένων εἰς τὸν Τεχνικὸν Σύμβουλον δὲ ὑπηρεσίας ἐπιβλέψεως κατασκευῆς, ποσοστὸν 5 %. "Οταν τὸ ἔργον ἐπιβλέψεως κατασκευῆς συμπληρωθῇ κατὰ 95%, τότε ἡ Κυβέρνησις θέλει μειώσει τὸ παρακρατούμενον ποσὸν εἰς 25% τῆς προϋπολογισθείσης συνολικῆς ἀμοιβῆς δι' ἐπιβλέψιν κατασκευῆς.

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

"Αρθρον 4.

Ανοιγμα πιστώσεως.

Ἡ Κυβέρνησις πρὸς τὸν σκοπὸν καταβολῆς τῆς ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου θέλει ἀνοίξῃ μίαν διαιρετήν, βεβαιωμένην ἀνέκαλητον πίστωσιν ὑπὲρ τοῦ Τεχνικοῦ Συμβούλου παρὰ τὴν Τραπέζη FIRST NATIONAL CITY BANK OF NEW YORK ἐν Νέα Υόρκη ΗΠΑ διὰ ποσὸν δολ. ἑκατὸν χιλιάδων (100.000).

Αἱ πληρωμαὶ ἔναντι τῆς πιστώσεως ταύτης θὰ γίνωνται ἐντολῇ τῆς Κυβερνήσεως ἐκπροσωπούμενης ὑπὸ τοῦ Υπουργοῦ Δημοσίων Ἔργων ἢ τοῦ δεόντως ἔξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν "Αρθρῷ 3ῳ τῆς παρούσης χρηματικὰ ποσά.

"Αρθρον 5.

Λοιπαὶ Διατάξεις.

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

"Αρθρον 6.

Καταγγελία τῆς Συμβάσεως.

Ἡ παρούσα Σύμβασις δύναται νὰ καταγγελθῇ δι' ἀποφάσεως τοῦ Υπουργοῦ Δημοσίων Ἔργων κατόπιν ἀποφάσεως τῆς Ἐπιτροπῆς διαιτησίας δικαιολογούσης τοιαύτην ἐνέργειαν.

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

"Αρθρον 7.

Ἡ παρούσα Σύμβασις συνετάγη εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν καὶ εἰς δύο ὅμοια πρωτότυπα εἰς ἑκάστην γλῶσσαν, ἐκαστος δὲ τῶν συμβαλλομένων ἐλαβεν ἀνὰ ἓν, ἐκ τῶν εἰς τὰ δύο ὡς ἀνω 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 Ἐταιρείαν "Ο Υπουργὸς Δημοσίων" Εργων 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, 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 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 payable 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 construction 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 in 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. MARKAKIS WHITNEY G. GROSS

Minister of Public Works

Manager

ΣΥΜΒΑΣΙΣ · ΤΡΙΤΗ

Από 17 Απριλίου 1965 διὰ τὴν συνέχισιν μέχρι 31-12-65 τῆς ἐπιβλέψεως κατασκευῆς τοῦ προγράμματος ἀναπτύξεως τοῦ 'Αερολιμένος 'Αθηνῶν.

A. 'Ελληνικὸν κείμενον

Ἐν 'Αθηναῖς σήμερον τὴν 17ην 'Απριλίου τοῦ ἔτους χιλια ἐννεακόσια ἔξηκοντα πέντε, μεταξὺ ἀφ' ἐνὸς τῆς Ἑλληνικῆς Κυβερνήσεως, ἐφεζῆς καλουμένης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐκπροσωπουμένης ὑπὸ τοῦ 'Υπουργοῦ Δημ. 'Εργων κ. Στυλιανοῦ Χούτα καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ Υόρκῃ ΗΠΑ ἐδρευούσης ἐταιρείας AMMANN & WHITNEY, 'Αρχιτέκτονες Μηχανικοί, ἐφεζῆς καλουμένων «ΤΕΧΝΙΚΟΣ ΣΥΜΒΟΥΛΟΣ» καὶ ἐκπροσωπουμένης δυνάμει τῶν ἀπὸ 2 Ιανουαρίου 1960 καὶ 26 Αὐγούστου 1963 πληρεξουσίων συνημμένων τῇ παρούσῃ συμβάσει, ὑπὸ τοῦ κ. GEORGE GROSS, κατοίκου ΗΠΑ, προσωρινῶς διαμένοντος ἐν Ἑλλάδι, συνεφωνήθησαν τὰ ἀκόλουθα :

"Αρθρον 1.

Παράτασις 'Υπηρεσιῶν 'Επιβλέψεως Κατασκευῆς.

Βάσει τῆς ἀπὸ 6ης 'Απριλίου 1960 Συμβάσεως μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου, οὗτος ἀνέλαβε τὴν ἐκπόνησιν τῆς δριστικῆς μελέτης καὶ τὴν ἐπιβλέψιν κατασκευῆς τοῦ Προγράμματος ἀναπτύξεως τοῦ 'Αερολιμένος 'Αθηνῶν, 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' ἐνὸς μὲν συνεπληρώθη, παρεδόθη καὶ ἐνεκρίθη ἡ δριστικὴ μελέτη τοῦ 'Εργου, ἀφ' ἑτέρου δὲ συνεχίσθη ἡ ἐπιβλέψις τῆς κατασκευῆς.

"Ηδη βάσει τῆς ἐπιτελεσθείσης προόδου εἰς τὴν κατασκευὴν τοῦ 'Εργου 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 ἀφορᾶ μόνον τὴν συνέχισιν ὑπὸ τοῦ Τεχνικοῦ Συμβούλου τῶν παρεχομένων ὑπηρεσιῶν ἐπιβλέψεως μέχρι τῆς 31ης Δεκεμβρίου τοῦ ἔτους 1965, ἢτοι δώδεκα μῆνας ἄνευ διακοπῆς. 'Η συνέχισις αὕτη τῆς ἐπιβλέψεως ἀρχεται ἀπὸ τῆς 1ης Ιανουαρίου 1965 ὁ δὲ Τεχνικὸς Σύμβουλος ἀποδέχεται τὴν συνέχισιν ταύτην.

"Αρθρον 2.

'Υπηρεσίαι Τεχνικοῦ Συμβούλου.

Αἱ ὑπηρεσίαι 'Επιβλέψεως τὰς ὅποιας θὰ παράσχῃ ὁ Τεχνικὸς Σύμβουλος θὰ εἰναι ἀπὸ ἀπόφεως εἰδούς δημοιαι ὡς αἱ ἐν τῇ ὡς ἄνω ἀπὸ 6ης 'Απριλίου 1960 συμβάσεις δριζόμεναι ὑπηρεσίαι, διὰ τῆς διαβέσεως καταλλήλου εἰδικευμένου προσωπικοῦ ἐπιβλέψεως ἐπὶ τόπου τοῦ ἔργου. 'Εντὸς 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 'Εργου.

'Ἐπὶ πλέον τοῦ ἐπὶ τόπου τοῦ ἔργου προσωπικοῦ ὁ Τεχνικὸς Σύμβουλος θὰ διαθέσῃ καταλλήλους εἰδικούς μηχανικούς τοῦ Γραφείου 'Αθηνῶν, οἵτινες θὰ παρακολουθῶσι τὸ 'Εργον καὶ ἀναλόγως τῶν παρουσιαζομένων ἀναγκῶν διὰ νὰ ἀποφανῶνται ἐπὶ τῆς συμφώνου πρὸς τὰς Εἰδικὰς Συγγραφὰς 'Υποχρεώσεων, κατασκευῆς εἰδικῶν τμημάτων τοῦ 'Εργου.

'Ἐπίσης ὁ Τεχνικὸς Σύμβουλος θὰ παράσχῃ καὶ τὴν δέουσαν τεχνικὴν συμπαράστασιν τῶν 'Υπηρεσιῶν τοῦ ἐν 'Αθηναῖς Γραφείου αὐτοῦ, ἐπὶ τῶν ἐκάστοτε προκυπτόντων ζητημάτων κατὰ τὴν ἐκτέλεσιν τῆς κατασκευῆς. 'Ἐπίσης βοηθητικοὶ-διοικητικοὶ ὑπηρεσίαι θέλουσι παρασχεθῆ ὑπὸ τοῦ ἐν 'Αθηναῖς γραφείου τοῦ Τεχνικοῦ Συμβούλου διαρκούσῃς τῆς ἐν τῇ παρούσῃ δριζόμενης συμβατικῆς περιόδου.

'Ο Τεχνικὸς Σύμβουλος πλέον τῶν ὑπηρεσιῶν τῶν καθοριζόμενων ἀνωτέρω θέλει παράσχῃ, τυχὸν καλούμενος, καὶ τὰς κάτωθι γενικὰς ὑπηρεσίας :

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

β) Συμβουλαὶ πρὸς τοὺς 'Αναδόχους ἐπὶ τεχνικῶν θεμάτων κατὰ τὴν περίοδον τῆς κατασκευῆς σχετικῶν πρὸς τὴν ἐρμηνείαν τῶν σχεδίων, προδιαγραφῶν, ἐντολῶν ἀλλαγῶν καὶ ἀπαιτήσεων ἐργολάβων.

'Η διοικησις τῶν ἔργων, ἢτοι 'Επιμετρήσεις, σύνταξις Πιστοποιήσεων, λογιστικοὶ καὶ τεχνικοὶ ἔλεγχοι πάσης φύσεως, κανονιστικὰ πρωτόκολλα κλπ. θὰ διενεργῆται ὡς καὶ μέχρι σήμερον ὑπὸ τοῦ Γραφείου 'Επιβλέψεως τῆς Ἑλληνικῆς Κυβερνήσεως, ἢτοι τοῦ Νομομηχανικοῦ Πρωτευούσης, διότε θὰ εἰναι ἐπηνδρωμένον διὰ καταλλήλου καὶ ἐπαρκοῦς τεχνικοῦ, βοηθητικοῦ καὶ διοικητικοῦ προσωπικοῦ κατὰ τρόπον ὃστε νὰ διενεργῆται ἡ σχετικὴ ὑπηρεσία ἀπροσκόπτως καὶ μὲ ἀπόλυτον ἐνημερότητα.

Αἱ ὑπὸ τοῦ Κυβερνητικοῦ Γραφείου 'Επιβλέψεως πιστοποίησεις ἐργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἔγγραφον βεβαίωσιν τοῦ ἀρμοδίου ἐκπροσώπου τοῦ Τεχνικοῦ Σύμβουλου περὶ τῆς συμφώνως πρὸς τὰς μελέτας καὶ τὰς προδιαγραφὰς ἐκτελέσεως τούτων, τῆς βεβαιώσεως ταύτης παρεχομένης ἐντὸς εὐλόγων χρονικῶν διαστημάτων, ὃστε νὰ μὴ προσκόπτῃ ἡ ὁμαλὴ πρόσδος τῶν ἔργων.

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

"Αρθρον 3.

'Αμοιβὴ Τεχνικοῦ Συμβούλου.

Διὰ τὰς ὑπηρεσίαις τὰς παρεχομένας ὑπὸ τοῦ Τεχνικοῦ Σύμβουλου ὡς αὗται δρίζονται ἐν ἀρθρῷ 2 ἀνωτέρῳ, ἡ ἀμοιβὴ τοῦ Τεχνικοῦ Σύμβουλου δρίζεται εἰς δολλάρια ὅγδοήκοντα δύο χιλιάδας ὀκτακόσια (Δολλ. 82,800).

'Η κατὰ τὰ ἀνωτέρα ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου θέλει καταβληθῆ ἐις τέσσαρας τριμηνιαίας δόσεις ἐκάστης ἐκ δολλαρίων εἴκοσι χιλιάδων ἐπτακοσίων (Δολλ. 20.700) ἐκάστης δόσεως πληρωτέας τὴν πρώτην τοῦ μηνὸς μετὰ τὴν παρέλευσιν ἐκάστου τριμήνου.

"Αρθρον 4.

'Ανοιγμα πιστώσεως.

'Η Κυβέρνησις πρὸς τὸν σκοπὸν καταβολῆς τῆς ἀμοιβῆς τοῦ Τεχνικοῦ Σύμβουλου θέλει ἀνοίξη μίαν διαιρετήν, βεβαιωμένην ἀνέκκλητον πίστωσιν ὑπὲρ τοῦ Τεχνικοῦ Σύμβουλου παρὰ τῇ Τραπέζῃ FIRST NATIONAL CITY BANK OF NEW YORK ἐν Νέᾳ Υόρκῃ ΗΠΑ διὰ ποσὸν δολλ. ὅγδοήκοντα δύο χιλιάδων ὀκτακοσίων (Δολλ. 82.800). Αἱ πληρωμαὶ ἔναντι τῆς πιστώσεως ταύτης θὰ γίνωνται ἐντολῇ τῆς Κυβερνήσεως ἐκπροσωπουμένης ὑπὸ τοῦ 'Υπουργοῦ Δημοσίων 'Εργων ἢ τοῦ δεόντως ἔξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν ἀρθρῷ 3ῳ τῆς παρούσης χρηματικὰ ποσά.

"Αρθρον 5.

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

"Αρθρον 6.

Καταγγελία Συμβάσεως.

'Η παροῦσα σύμβασις δύναται νὰ καταγγελεθῇ δι' ἀποφάσεως τοῦ 'Υπουργοῦ Δημ. 'Εργων κατόπιν ἀποφάσεως τῆς Επιτροπῆς 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 των συμβαλλόμενων ή βάσει άποφάσεως της διαιτησίας.

"Αρθρον 7.

Μετά τὴν λῆξιν τῆς παρούσης Συμβάσεως ὁ Τεχνικὸς Σύμβουλος θέλει συνεχίσῃ τὴν ἐπιβλέψιν τοῦ "Εργού διὰ Μηχανικῶν ἐπισκεπτομένων περιοδικῶς τὸ "Εργον ἐκ τοῦ Γραφείου Ἀθηνῶν, ἀναλόγως τῶν ἀπαιτήσεων τοῦ "Εργού, καὶ διὰ περίοδον τριάκοντα ἡμερῶν ἥτοι μέχρι τῆς 31ης Ἰανουαρίου 1966, ἀνευ προσθέτου ἐπιβαρύνσεως τοῦ "Εργοδότου πέραν τῆς ἐν τῇ παρούσῃ δριζομένης ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου.

Πέραν τῆς ἡμερομηνίας τῆς 31ης Ἰανουαρίου 1966 ὁ Τεχνικὸς Σύμβουλος οὐδεμίαν ὑποχρέωσιν ἐπιβλέψεως οἰασδήποτε μορφῆς ὑπέχει. Ἐν ἡ περιπτώσει δύμας ὁ "Εργοδότης ζητήσῃ τὴν σύναψιν νέας συμβάσεως ἐπιβλέψεως, μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως, τότε ἡ ὡς ἀνω μηνιαία περίοδος τῆς ἀνευ ἀμοιβῆς "Επιβλέψεως θὰ μετατεθῇ εἰς τὸ τέλος τῆς νέας Συμβάσεως.

"Αρθρον 8.

Ἡ παροῦσα Συμβάσις συνετάγῃ εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλώσσαν καὶ εἰς δύο δύμοια πρωτότυπα εἰς ἑκάστην γλώσσαν, ἔκαστος δὲ τῶν συμβαλλόμενων ἔλαβεν ἀνά ἓν, ἐκ τῶν εἰς τὰς δύο ὡς ἀνω γλώσσας πρωτότυπων δεόντως ὑπογεγραμμένα παρ' ἀμφοτέρων τῶν συμβαλλόμενων. Εἰς περίπτωσιν διαφορᾶς τῶν δύο κειμένων τὸ Ἑλληνικὸν τοιοῦτον θεωρεῖται ἐπικρατέστερον καὶ κατισχύει.

Οι Συμβαλλόμενοι

Διὰ τὴν Ἑλληνικὴν Κυβέρνησιν

Διὰ τὴν Ἑταιρείαν

ΟΥΓΓΡΟΥ ΔΗΜΟΥ "Εργων

AMMANN & WHITNEY

ΣΤ. ΧΟΥΤΑΣ

G. GROSS

B. 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-Engineers, hereinafter called the CONSULTANT, represented by virtue of the Power of Attorney dated January 2, 1960, and 26 August 1963 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 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 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. Now, on the basis of the progress made in construction, it is estimated that the project will be completed at the next year 1965. 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 service of the Consultant up to the 31st December of the year

1965, that is for twelve continuous months. This continuation of the supervision service starts on January 1st, 1965, and expires on the 31st December 1965, and the Consultant agrees to such a continuation 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 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 provide the necessary specialized personnel from the Engineering 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 contractual 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' 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 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 fixed equal to eighty two thousand eight hundred 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 first 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 additional 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

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

A. Ἐλληνικὸν κείμενον

Ἐν Ἀθήναις σήμερον τὴν ὥη Σεπτεμβρίου τοῦ ἔτους Χίλια Ἐννεακόσια Ἐξήκοντα "Εξ, μεταξὺ ἀφ' ἑνὸς τῆς Ἑλληνικῆς Κυβερνήσεως, ἐφεξῆς καλουμένης «Η ΚΥΒΕΡΝΗΣΙΣ» καὶ ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημ. Ἔργων κ. Κωνσταντίνου Μαροῦ, ἐνεργοῦντος κατόπιν τῆς ὅπ' ἡριθ. 158/5-8-66 Πράξεως τοῦ Ὑπουργικοῦ Συμβουλίου, καὶ ἀφ' ἑτέρου τῆς ἐν Νέᾳ Ύδρᾳ ΗΠΑ ἐδρευόντος Ἐπαρείας «AMMANN & WHITNEY», Ἀρχιτέκτονες Μηχανικοῖς, 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 παρόντῃ 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 1930 Συμβάσεως μεταξὺ τῆς Κυβερνήσεως καὶ τοῦ Τεχνικοῦ Συμβούλου, οὗτος ἀνέλαβε τὴν ἐκπόνησιν τῆς ὁριστικῆς μελέτης καὶ τὴν ἐπιβλέψιν κατασκευῆς τοῦ Προγράμματος Ἀναπτύξεως τοῦ Ἀερολιμένος Ἀθηνῶν, διὰ δὲ τῆς ἀπὸ 22 Αὐγούστου 1963 παρατάσεως τῆς ὧς ἕνων συμβάσεως ἡ χρονικὴ δάκρικα 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 ἐπιβλέψις τῆς κατασκευῆς, Περαιτέρω δὲ ἑτέρας παρατάσεως ὑπὸ ἡμερομηνίαν 17 Ἀπριλίου 1965 παρετάθη ἐκ νέου ἡ σύμβασις μέχρι τέλους Δεκεμβρίου 1965, καθόσον ἀφορᾶ μόνον τὴν συνέχισιν ὑπὸ τοῦ Τεχνικοῦ Συμβούλου τῆς παροχῆς ὑπηρεσιῶν ἐπιβλέψεως. Ἡδη 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 ἀφορᾶ μόνον τὴν συνέχισιν ὑπὸ τοῦ Τεχνικοῦ Συμβούλου τῶν παρεχομένων ὑπηρεσιῶν ἐπιβλέψεως μέχρι τῆς 31ης Ιουλίου τοῦ ἔτους 1967, ἢτοι διὰ δεκαεννέα συνεχεῖς μῆνας. Ἡ συνέχισις αὕτη τῆς ἐπιβλέψεως ἀρχεται ἀπὸ τῆς 1ης Ἰανουαρίου 1966 καὶ λήγει τὴν 31ην Ιουλίου 1967, ὁ δὲ Τεχνικὸς Σύμβουλος ἀποδέχεται τὴν συνέχισιν ταύτην.

"Ἄρθρον 2.

Ὑπηρεσίαι Τεχνικοῦ Συμβούλου.

Αἱ ὑπηρεσίαι ἐπιβλέψεως τὰς ὄποιας θὰ παράσχῃ ὁ Τεχνικὸς Σύμβουλος θὰ εἰναι, ἀπὸ ἀπόψεως εἰδούς, ὅμοιαι πρὸς τὰς μέχρι σήμερον παρασχεθείσας ὑπηρεσίας, διὰ τῆς διαθέσεως καταλλήλου εἰδικευμένου προσωπικοῦ ἐπιβλέψεως ἐπὶ τόπου τοῦ ἔργου. Ἐντὸς τῆς ὧς ἕνων προθεσμίας ὁ Τεχνικὸς Σύμβουλος ἀναλαμβάνει καὶ ὑπόσχεται νὰ ἐπιθεωρῇ καὶ ἐγκρίνῃ τὰ τυχὸν ἀπαιτούμενα σχέδια λεπτομερεῖῶν 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 εἰδικούς μηχανικούς 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 ἔκαστοτε προκυπτόντων ζητημάτων κατὰ τὴν ἐκτέλεσιν τῆς κατασκευῆς. Ἐπίσης βοηθητικοὶ-διοικητικοὶ ὑπηρεσίαι θέλουσι παρασχεθῆ ὑπὸ τοῦ ἐν Ἑλλάδι Γραφείου τοῦ Τεχνικοῦ Συμβούλου διαρκούσης τῆς ἐν τῇ παρούσῃ δριζομένης συμβατικῆς περιόδου.

Ο 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 δὶ’ ἔξοπλισμὸν ἢ ὑλικὰ προοριζόμενα διὰ τὰ ἔργα.

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

Ἡ διοίκησις τῶν ἔργων, ἡτοι Ἐπιμετρήσεις, σύνταξις πιστοποίησεων, λογιστικοὶ καὶ τεχνικοὶ ἔλεγχοι πάσης φύσεως, κανονιστικὰ πρωτόκολλα κλπ., θὰ διενεργῆται ὡς καὶ μέχρι σήμερον ὑπὸ τοῦ Γραφείου Ἐπιβλέψεως τῆς Ἑλληνικῆς Κυβερνήσεως, ἡτοι τοῦ Γραφείου Νομομηχανικοῦ Πρωτευούσης, διπέρ 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 ἔργασιῶν θὰ γίνωνται μόνον μετὰ προηγουμένην ἔγγραφον βεβαίωσιν τοῦ ἀρμοδίου 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 προσκόπτη ἡ ὁμαλὴ πρόσδος τῶν ἔργων.

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

Ἀρθρον 3.

Ἀμοιβὴ Τεχνικοῦ Συμβούλου.

Διὰ τὰς ὑπηρεσίας τὰς παρεχομένας ὑπὸ τοῦ Τεχνικοῦ Συμβούλου, ὡς αὗται δριζοῦνται ἐν ἀρθρῷ 2 ἀνωτέρω, ἡ ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου δριζεται εἰς ἐκατὸν τριάκοντα μία χιλιάδας καὶ ἐκατὸν Δολλάρια (Δολλ. 131,100).

Ἡ κατὰ τὰ ἀνωτέρω ἀμοιβὴ τοῦ Τεχνικοῦ Συμβούλου θέλει καταβληθῆ ἐις τρεῖς ἔξαμηνιας δόσεις, ἐκάστης ἐκ δολλαρίων τεσσαράκοντα τριῶν χιλιάδων ἐπτακοσίων, (Δολλ. 43,700), ἐκάστης δόσεως πληρωτέας τὴν πρώτην τοῦ μηνὸς μετὰ τὴν παρέλευσιν ἐξάστου ἔξαμήνου.

Ἀρθρον 4.

Ἀνοιγμα Πιστώσεως.

Ἡ Κυβέρνησις πρὸς τὸν σκοπὸν καταβολῆς τῆς ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου θέλει ἀνοίξη μίαν διαιρετήν, βεβαιωμένην ἀνέκαλητον πίστωσιν ὑπὲρ τοῦ Τεχνικοῦ Συμβούλου παρὰ τῇ Τραπέζῃ FIRST NATIONAL CITY BANK OF NEW YORK ἐν Νέᾳ Υόρκῃ ΗΠΑ διὰ ποσὸν δολλαρίων ἐκατὸν τριάκοντα μία χιλιάδων καὶ ἐκατὸν (Δολλ. 131,100). Αἱ πληρωμαὶ ἔναντι τῆς πιστώσεως ταύτης θὰ γίνωνται ἐντολῇ τῆς Κυβερνήσεως ἐκπροσωπουμένης ὑπὸ τοῦ Ὑπουργοῦ Δημοσίων Ἐργων ἢ τοῦ δεόν-

τως ἔξουσιοδοτουμένου πληρεξουσίου του διὰ τὰ καθοριζόμενα ἐν "Ἀρθρῷ 3ῳ τῆς παρούσης χρηματικὰ ποσά.

Ἀρθρον 5.

Κατὰ πάντα τὰ λοιπὰ ἴσχυουσιν αἱ διατάξεις τῆς ἀπλῶς παρατεινομένης χρονικῶς διὰ τῆς παρούσης συμβάσεως τῆς 6ης Απριλίου 1960, κυρίως δὲ αἱ ἀφορῶσαι τὴν ἐπιβλέψιν κατασκευῆς καὶ τὴν ἀπαλλαγὴν ἀπὸ παντὸς φόρου, τέλους, δασμοῦ, κλπ.

Ἀρθρον 6.

Καταγγελία Συμβάσεως.

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

Ἀρθρον 7.

Μετὰ τὴν λῆξιν τῆς παρούσης Συμβάσεως ὁ Τεχνικὸς Σύμβουλος θέλει συνεχίσῃ τὴν ἐπιβλέψιν τοῦ Ἐργού διὰ Μηχανικῶν ἐπισκεπτομένων περιοδικῶν τὸ Ἐργον ἐκ τοῦ Γραφείου Ἀθηνῶν, ἀναλόγως τῶν ἀπαιτήσεων τοῦ Ἐργού, καὶ διὰ περίοδον τριάκοντα ἡμερῶν ἡτοι μέχρι τῆς 31ης Αὐγούστου 1967, ἀνευ προσθέτου ἐπιβαρύνσεως τοῦ Ἐργοδότου πέραν τῆς ἐν τῇ παρούσῃ δριζομένης ἀμοιβῆς τοῦ Τεχνικοῦ Συμβούλου.

Πέραν τῆς ἡμερομηνίας τῆς 31ης Αὐγούστου 1967 ὁ Τεχνικὸς Σύμβουλος οὐδεμίαν ὑποχρέωσιν ἐπιβλέψεως οἰασθήποτε μορφῆς ὑπέχει. Ἐν ἢ περιπτώσει δύμας δὲ Ἐργοδότης ζητήσῃ τὴν σύναψιν νέας συμβάσεως ἐπιβλέψεως, μετὰ τὴν λῆξιν τῆς παρούσης συμβάσεως, τότε ἡ ὡς ἀνωμηνιαία περιόδος τῆς διαστημάτου ἀμοιβῆς Ἐπιβλέψεως θὰ μετατεθῇ εἰς τὸ τέλος τῆς νέας Συμβάσεως.

Ἀρθρον 8.

Ἡ παρούσα Συμβάσις συνετάγῃ εἰς τὴν Ἀγγλικὴν καὶ Ἑλληνικὴν γλῶσσαν καὶ εἰς δύο δύμα πρωτότυπα εἰς ἐκάστην γλῶσσαν, ἔκαστος δὲ τῶν συμβαλλομένων ἔλαβεν ἀνὰ ἐκ τῶν εἰς τὰς δύο ὡς ἀνω γλώσσας πρωτοτύπων, δεόντως ὑπογεγραμμένα παρ’ ἀμφοτέρων τῶν συμβαλλομένων. Εἰς περίπτωσιν διαφορᾶς τῶν δύο κειμένων τὸ Ἑλληνικὸν τοιοῦτον θεωρεῖται ἐπικρατέστερον καὶ κατισχύει.

Οι Συμβαλλόμενοι

Διὰ τὴν Ἑλληνικὴν Κυβέρνησιν

·Ο Ὑπουργὸς Δημοσίων Ἐργων AMMANN & WHITNEY
ΚΩΝ. ΜΑΡΗΣ

G. GROSS

Δ/ντης 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 final design 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 nineteen (19) continuous months. This continuation of the supervision services starts 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 provide the necessary specialized personnel from the Engineering staff of the Consultant's office in Athens, who will follow up the construction, and express their opinion as to the construction 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 office 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 fol-

lowing 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 thousand and hundred dollars (\$131, 100).

The total fee of the Consultant shall be payable in three six month instalments each equal to Dollars forty three thousand seven hundred (\$43,700) each installment being payable on the first day of the month after each six 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 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 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 August 1967, without any additional fee over that agreed by this contract. After the date of 31 August 1967 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 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.

Governemnt of Kingdom AMMANN & WHITNEY
of Greece

By CON. MARIS By G. GROSS
Minister of Public Works Manager, Athens

Ἡ ἵσχυς τοῦ παρόντος ἔρχεται ἀπὸ τῆς δημοσιεύσεώς του
εἰς τὴν Ἐφημερίδα τῆς Κυβερνήσεως.

Ἐν Ἀθήναις τῇ 11 Νοεμβρίου 1968

Ἐγ Ὀνόματι τοῦ Βασιλέως

Ο ΑΝΤΙΒΑΣΙΛΕΥΣ
ΓΕΩΡΓΙΟΣ ΖΩΤΑΚΗΣ

ΤΟ ΥΠΟΥΡΓΙΚΟΝ ΣΥΜΒΟΥΛΙΟΝ

Ο ΠΡΟΕΔΡΟΣ

Γ. ΠΑΠΑΔΟΠΟΥΛΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Α'

ΣΤΥΛ. ΠΑΤΤΑΚΟΣ

Ο ΑΝΤΙΠΡΟΕΔΡΟΣ Β'

ΔΗΜ. ΠΑΤΙΛΗΣ

ΤΑ ΜΕΛΗ

N. ΜΑΚΑΡΕΖΟΣ, ΙΩΑΝ. ΡΟΔΙΝΟΣ – ΟΡΛΑΝΔΟΣ, ΗΛ. Γ.
ΚΥΡΙΑΚΟΠΟΤΑΟΣ, ΠΑΝΑΓ. ΤΖΕΒΕΛΕΚΟΣ, ΘΕΟΦ.
ΠΑΠΑΚΩΝΣΤΑΝΤΙΝΟΤ, ΑΔΑΜ. ΑΝΔΡΟΤΤΣΟΠΟΤΑΟΣ,
ΕΠΑΜ. ΤΣΕΛΛΟΣ, ΚΩΝΣΤ. ΚΤΠΡΑΙΟΣ, ΚΩΝΣΤ. ΠΑ-
ΠΑΛΗΜΗΤΡΙΟΤ, ΑΛΕΞ. ΜΑΤΘΑΙΟΤ, ΛΟΤΚ. ΠΑΤΡΑΣ,
ΙΩΑΝ. ΧΟΛΕΒΑΣ, Γ. ΤΣΙΣΤΟΠΟΤΑΟΣ, ΗΛ. ΔΗΜΗΤΡΑΣ.

Ἐθεωρήθη καὶ ἐιένη ἡ μεγάλη τοῦ Κράτους σφραγίς.

Ἐν Ἀθήναις τῇ 11 Νοεμβρίου 1968

Ο ΕΠΙ ΤΗΣ ΔΙΚΑΙΟΣΥΝΗΣ ΥΠΟΥΡΓΟΣ

ΗΑ. Γ. ΚΥΡΙΑΚΟΠΟΥΛΟΣ