

Form of Agreement

Between **Letistě Praha, a. s.**
registered in the Czech Commercial Register
kept with the Municipal Court in Prague under
File ref. B 14003
Company identification No. 28244532, VAT
group registration No. CZ699003361
represented by Václav Řehoř (Chairman of the
Board of Directors) and Jiří Kraus (Vice-
Chairman of the Board of Directors)

of K letišti 1019/6, Ruzyně
161 00 Praha 6
CZECH REPUBLIC

(hereinafter called "the Client")

and **planeground airport consulting GmbH & Co.
KG**
registered in the German Companies Register
kept with the District Court Köln under File
ref. HRA 32506
Company VAT registration No. DE815726177
represented by Paul Beck (Managing Director)

of Von-Werth-Strasse 9-13
50670 Cologne
GERMANY

(hereinafter called "the Consultant")

WHEREAS:

The Client desires that certain Services should be performed by the Consultant,
namely:

- (i) Providing expert planning and consultancy services resulting into a design study encompassing both architectural/construction design and functional arrangements (so called: "Prague Airport Passenger Terminal – Design Study", or "Design Study") required and/or recommended for the extension of the existing Passenger Terminal 2 of Prague Airport, based on the recommendations and/or conclusions of a previous study titled "A STUDY OF THE PRAGUE AIRPORT LONG-TERM DEVELOPMENT PLAN" ("ADPi Study"), delivered in 2016 by *Aéroports de Paris Ingénierie* ("ADPi"), and**
- (ii) Providing subsequent expert advisory and/or supervision services related to the Prague Airport Passenger Terminal – Design Study,**

and has accepted an offer/proposal by the Consultant for the performance of such

Services. THE CLIENT AND THE CONSULTANT AGREE AS FOLLOWS:

- 1 In the Agreement words and expressions shall have the same meanings as are respectively assigned to them in Clause 1.1 of the General Conditions of the Client/Consultant Model Services Agreement.
- 2 The following documents shall be deemed to form and be read and construed as part of the Agreement, whereas the documents shall be read and construed as complementary and mutually supportive, as opposed to contradictory, and in case of any inconsistency, the following documents shall be given the order of precedence as below:
 - (a) This Form of Agreement;
 - (b) The Client/Consultant Model Services Agreement;
 - (i) Particular Conditions, including the general provision on order of precedence and/or resolution of conflicts or inconsistencies with respect to Appendices 6 to 8 hereto;
 - (ii) General Conditions;
 - (c) Appendices 1 to 11 (without prejudice to the general provision on order of precedence and/or resolution of conflicts or inconsistencies as set out in the Particular Conditions);

- (d) the Tender Documentation, and any letter of acceptance by the Client incorporated into the Agreement under Sub-Clause 1.1.1; and
- (e) Any letter of offer/proposal by the Consultant incorporated into the Agreement under Sub-Clause 1.1.1.

- 3 In consideration of the payments to be made by the Client to the Consultant under the Agreement, the Consultant hereby agrees with the Client to perform the Services in conformity with the provisions of the Agreement.
- 4 The Client hereby agrees to pay the Consultant in consideration of the performance of the Services, such amounts as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

AUTHORISED SIGNATURE(S) OF CLIENT:

AUTHORISED SIGNATURE(S) OF CONSULTANT:

Signature_____

Signature_____

Name_____

Name_____

Position_____

Position_____

Date _____

Date _____

Particular Conditions

Part A. References from Clauses in the General Conditions		
1.1	Definitions	
1.14	Client's Representative	[REDACTED]
1.15	Commencement Date	5 February 2019
1.18	Consultant's Representative	[REDACTED]
1.19	Country	Czech Republic
1.1.22	Project	Prague Airport, Extension of Passenger Terminal 2
1.1.24	Time for Completion	without prejudice to any time-frame(s) set out for achieving Milestone(s) in the Programme, the overall Time for Completion for Services (apart from the Supervision and/or the Advisory Services) shall be 29 weeks;
1.3	Notices and other Communications	
1.3.1(c)	Communication	Not applicable
1.3.1(d)	Address for communications	
	Client's address:	Letiště Praha, a. s. K letišti 1019/6, Ruzyně, 161 00 Praha 6 CZECH REPUBLIC
	Consultant's address:	planeground airport consulting GmbH & Co. KG Von-Werth-Strasse 9-13 50670 Cologne GERMANY
1.4	Law and Language	
1.4.1	Law governing Agreement	Law of Czech Republic without regard to its conflict of law principles
1.4.2	Ruling language of Agreement	English
1.4.3	Language for communications	English and/or Czech (without prejudice to Sub-Clause 1.4.4).
1.8	Confidentiality	
1.8.3	Period for expiry of confidentiality	As set forth in Part B of the Particular Conditions, in particular in Clause 1.8
1.9	Publication	
1.9.1	Publication restrictions	As set forth in Part B of the Particular Conditions, in particular in Clause 1.9

3.9	Construction Administration	Not included in Services.
7.4	Third Party Charges on Consultant	Not applicable.
8.2	Duration of Liability	
8.2.1	Period of Liability	As set forth in Part B of the Particular Conditions, in particular in Clause 8.2
8.3	Limit of Liability	
8.3.1	Limit of Liability	EUR 500.000.
9	Insurance	
9.1.1	Insurances to be taken out by Consultant	
	Professional Indemnity Insurance	EUR 500.000 each claim and/or in aggregate.
	Public Liability Insurance	EUR 500.000 each claim and/or in aggregate.
10	Disputes and Arbitration	
10.4.1	Arbitration rules	The Parties have ruled out any Arbitration – refer to Part B of Particular Conditions, in particular Clause 10.4
10.4.1	Language of arbitration	Not applicable.

Part B Additional or Amended Clauses

General Provisions

The relevant annexes to the Tender Documentation apply to this Agreement. In particular, the following annexes shall apply to this Agreement, and shall form appendices 6 to 8 hereto:

- The Minimal Technical Requirements (Annex C1) – Appendix 6 hereto
- The Specifications / Project Description (Annex C3) – Appendix 7 hereto
- The Minimal Contract Terms and Conditions (Annex D) – Appendix 8 hereto

The Consultant agrees that the Client cannot find itself in a less favourable contractual position than the position set forth by the aforementioned annexes to the Tender Documentation. Hence, the Parties agree that in case of any conflict or inconsistency between any provision of the aforementioned annexes to the Tender Documentation and

- (i) any provision of the General Conditions; and/or
- (ii) any specific provision of these Particular Conditions that is less favourable to the Client than the relevant provision in the aforementioned annexes to the Tender Documentation;

the aforementioned annex(es) to the Tender Documentation shall prevail.

Specific Provisions

Without prejudice to the general provisions set out hereinabove, the Parties wish to amend the General Conditions as follows:

1.1
Definitions

Sub-Clause 1.1.1 [Agreement] shall be amended as follows:

"**Agreement**" means all the documents referred to in Section 2 letter (a) to (c) of the Form of Agreement, and any documents referred to in Section 2 letter (d) to (e) attached to any of the above.

1.1
Definitions

Sub-Clause 1.1.6 [Confidential Information] shall be amended as follows:

"**Confidential Information**" means any information, data, documents or results of analyses disclosed to the Consultant by the Client or any of its consultants or obtained from any source in connection with the performance of this Agreement and/or performance of the Services, in particular all information specifically identified by the Client as confidential at the time of disclosure, including without limitation confidential or proprietary information, trade secrets, data, documents, communications, plans, know-how, formulas, designs, calculations, test results, specimens, drawings, studies, specifications, surveys, photographs, software, processes, programmes, reports, maps, models, agreements, ideas, methods, discoveries, inventions, patents, concepts, research, development, and business and financial information.

1.1.
Definitions

Sub-Clause 1.1.10 [day] shall be amended as follows:

"**day**" means a calendar day; "**business day**" means a day, other than Saturday, Sunday or any public holiday in the Czech Republic

1.1.
Definitions

Sub-Clause 1.1.12 [Exceptional Costs] shall be amended as follows:

"**Exceptional Costs**" means the costs, not otherwise compensated under the Agreement, arising out of any absolutely necessary work, cost, expense or delay incurred by the Consultant which is additional to the Services (or Variations) and which is absolutely necessarily and unavoidably performed under the Agreement and in each case identified as such in the Agreement. The Consultant shall take all endeavours to avoid the incurrence of and/or minimise the amount of any Exceptional Costs; should the Consultant fail to abide by such obligation, any such incurred costs shall not qualify as Exceptional Costs under this Agreement.

1.1.
Definitions

Sub-Clause 1.1.23 [Services] shall be amended as follows:

"**Services**" means the services defined in Appendix 1 [Scope of Services] and the Supervision Services and the Advisory Services, all to be performed by the Consultant in accordance with the Agreement which includes any Variations to the Services instructed or arising in accordance with the Agreement.

1.1.
Definitions

A new Sub-Clause 1.1.29 shall read as follows:

"**Copyright Act**" means Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright, and on Amending Certain Acts, as amended.

- 1.1
Definitions
- A new Sub-Clause 1.1.30 shall read as follows:**
“**Deliverables**” means all documents, reports, drawings, presentations and other outputs listed in Section “List of Deliverables” contained in Appendix 1; a Deliverable shall mean any of the Deliverables. All relevant Deliverables must meet the conditions under this contract and especially the contents criteria set out in Section “Minimal content of the Design Study Documentation” of Appendix 7 hereto.
- 1.1
Definitions
- A new Sub-Clause 1.1.31 shall read as follows:**
“**Intellectual Property Rights**” means any and all patents, copyright, rights to industrial designs, trademarks, business and company names, protected designations of origin, rights related to copyright, special rights of a database creator, business secret, know-how, and any and all other intellectual property rights of any nature (regardless as to whether registered or not registered in any register), including any applications and the exclusive rights to register anything from the above for protection anywhere in the world. For the avoidance of doubt, the term „copyright” shall include author’s rights, and terms referring to “registered” intellectual property shall also include any pending applications for registration thereof e.g. patent applications, trademark applications etc.
- 1.1
Definitions
- A new Sub-Clause 1.1.32 shall read as follows:**
“**Milestones**” shall have the meaning assigned to it in Sub-Clause 4.3.1 hereof; a Milestone shall mean any of the Milestones.
- 1.1
Definitions
- A new Sub-Clause 1.1.33 shall read as follows:**
“**Tender Documentation**” shall mean any and all tender documents published by the Client as the contracting authority under the public tender “PRAGUE AIRPORT PASSENGER TERMINAL – DESIGN STUDY”, reference No. Z2017-024864, including any subsequent “Requests for Explanations” and/or “Explanations” provided by either Party within the relevant tender process.
- 1.1
Definitions
- A new sentence shall be added at the end of Clause 1.1 [Definitions], and shall read as follows:**
Any terms and definitions defined in the Tender Documentation and used in the relevant annexes to the Tender Documentation (in particular, in annexes the Minimum Technical Requirements (Annex C1), The Specifications (Annex C3) and/or The Minimum Contract Terms and Conditions (Annex D)) shall have the meaning assigned to them in the Tender Documentation, except where the context requires otherwise.
- 1.2
Interpretation
- Sub-Clause 1.2.5 shall be amended as follows:**
“**written**” or “**in writing**” means handwritten, type-written and/or printed paper-forms, which, if made by a Party, are executed by the relevant Party’s Representative or by person(s) authorized to act on behalf of the relevant Party according to the registration in the relevant Companies Register, using their manuscript signatures.
- 1.12
Agreement Amendment
- Sub-Clause 1.12.1 shall be amended as follows:**
The Agreement can only be amended with written, paper-form agreement of the Parties, executed by relevant Representatives or by person(s) authorized to act on behalf of the relevant Party according to the registration in the relevant Companies Register, using their manuscript signatures. Any electronic/digital amendments to this Agreement are hereby expressly ruled out.
- 1.4
Law and Language
- A new Sub-Clause 1.4.4 shall read as follows:**
The Consultant must prepare final versions of all documents comprising the Deliverables in English language version (this requirement applies equally to hard-copies and/or digital files (electronic versions) of all documents comprising the Deliverables), and deliver to the Client English language versions;
- 1.5.1
Changes in Legislation
- Sub-Clause 1.5.1 shall be amended as follows:**
For the avoidance of doubt the Parties confirm and agree that while performing the Services the Consultant shall duly take into account any national (or state) legislation, any statute, statutory instrument, order, regulation, bylaw, code or other legislation (including, but not limited to any applicable civil aviation regulations or guidance e.g. EASA aerodrome rules, IATA Airport development manual or ICAO rules and standards) having application to the Services and/or their results, in particular to the Deliverables. Any change to national (or state) legislation, any statute, statutory instrument, order, regulation, bylaw, code or other legislation (including, but not limited to any applicable EASA aerodrome rules, IATA Airport development manual or ICAO rules and standards) having application to the Services and/or their results after the execution hereof, must be duly taken into account by the Consultant, however shall no effect whatsoever on the agreed Time for Completion and/or on the Consultant’s agreed lump sum remunerations. Such change in legislation shall not constitute a Variation to the Services under Clause 5.1 [Variations], as long as they were foreseeable. Without prejudice to Consultant’s duties

hereunder, the Client shall inform the Consultant about all changes or intended changes in the meaning of this Sub-Clause as soon as he becomes aware of.

1.5.2

Changes in Legislation

Sub-Clause 1.5.2 shall be deleted in its entirety.

1.6.1

Assignments and Sub-Contracts

Sub-Clause 1.6.1 shall be amended as follows:

The Consultant shall not be entitled at any time to assign, not even partially, any of its rights, receivables or obligations arising from the Agreement to a third party without a prior written consent of the Client. The Consultant shall not be entitled at any time to assign the benefit of the Agreement without the prior written consent of the Client. The Consultant shall be entitled to offset its payable and unpayable receivables from the Client solely based on a written agreement with the Client. The Consultant shall not be entitled to pledge any of its receivables from the Client arising from the Agreement.

1.7.1

Intellectual Property

Sub-Clause 1.7.1 shall be amended as follows:

All Intellectual Property held in any medium, whether electronic or otherwise, created by the Consultant during the performance of the Services (Foreground Intellectual Property) shall be vested in the Consultant. All Background Intellectual Property shall remain the property of the original owner.

1.7.2

Intellectual Property

Sub-Clause 1.7.2 shall be amended as follows:

The Consultant as licensor hereby grants to the Client as licensee an authorisation to exercise Intellectual Property Rights with respect to all Intellectual Property incorporated in the results of Services performed pursuant to this Agreement (e.g., any Foreground Intellectual Property and/or any Consultant's Background Intellectual Property incorporated by the Consultant in any results of Services) in particular, but not limited to, any works (including Deliverables), drawings, reports, simulations or any other documentation prepared by Consultant (hereinafter referred to as "License"), and Client accepts such License. Such License shall be exclusive, transferable, perpetual, irrevocable, and territorially unrestricted (worldwide), allowing Client to use the results of Services by any and all means of § 12 of Copyright Act, including, without limitation to, means applicable on implementation of BIM (Building Information Modelling/ Building Information Management) methodology to the Project. The Client shall be entitled to use the result of Services in their initial (original) form or in a form adapted by itself, by another person or otherwise modified, whether separately or in a collection or connection with any other work or elements, wherewith the Consultant hereby grants their consent. The remuneration for the License and/or for the consent set out in the previous sentence is included in the remuneration agreed for the relevant part of Services; no additional remuneration shall apply. Any use in excess thereof shall be mutually agreed upon in writing. No additional remuneration shall apply in any such case. Client may grant an authorisation forming part of the License to any third person(s) (e.g. a license or sub-license), in whole or in part or to assign such License to any third person(s). Again, no additional remuneration shall apply in any such case (i.e., the Consultant shall not be entitled to any additional royalty in any such case).

1.7.4

Intellectual Property

Sub-Clause 1.7.4 shall be amended as follows:

The Consultant represents and warrants that it is entitled to provide the License to the Client and to ensure for the Client a License for the use of any result of Services, to the extent necessary to undisturbed unlimited use of such result. Without prejudice to Clause 1.7.3 and/or in addition to it, the Consultant hereby (for the stipulated duration of the License) grants the Client warranty that the License, any result of Services or other performance of the Consultant under this Agreement or the use of it by the Client under this Agreement do not violate or cause the violation of any third-party Intellectual Property Rights. In the event that the Consultant's representation will prove to be untrue, incomplete or misleading and/or the Consultant breaches its obligation arising from the warranty stated in this paragraph, the Consultant shall be liable for all of the consequences arising therefrom, and in particular, the Consultant shall be obliged to immediately ensure Client's undisturbed right to exercise the License and/or right to use the result of Services, free of violation of any third-party Intellectual Property Rights, and to keep the Client harmless and fully indemnify the Client for any damages sustained by the Client in connection with such Consultant's breach of obligation and/or Consultant's misrepresentation, and the Client may claim a one-time contractual penalty in the amount of 15,000 EUR to be paid by the Consultant; Client's right to claim compensation for damages exceeding the amount of the contractual penalty shall remain unaffected.

1.7.5

Intellectual Property

Sub-Clause 1.7.5 shall be deleted in its entirety.

1.8.1

Confidentiality

Sub-Clause 1.8.1 shall be amended as follows:

Unless the Consultant received a Client's specific, prior, written approval, the Consultant shall neither disclose nor cause nor permit their employees, professional advisers, agents or sub-consultants to disclose to third parties any Confidential Information, or use Confidential Information other than for the purposes of performing the Services in compliance with this Agreement. Without prejudice to Consultant's obligation under the previous sentence, the

Consultant undertakes that any Confidential Information will only be disclosed (i) to those persons who are bound by confidentiality undertakings in the same extent as provided herein and who have a need to know it, and (ii) only to the extent necessary for fulfilling the tasks that such persons perform.

1.8.2
Confidentiality

Sub-Clause 1.8.2 shall be amended as follows:

The restrictions on use and disclosure set forth in Sub-Clause 1.8.1 shall not apply to any information:

- a) that it is or later becomes public knowledge other than by breach of this confidentiality obligation, or
- b) that it is required to be disclosed to any regulatory body, governmental authority or court each with competent authority, or
- c) was known by Consultant prior to its disclosure by the Client or is lawfully obtained by Consultant thereafter, but has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality.

1.8.3
Confidentiality

Sub-Clause 1.8.3 shall be amended as follows:

The contractual obligations set forth in Sub-Clause 1.8.1 shall expire 24 months after completion of the Services or the termination of the Agreement (whichever is the earlier) unless stated otherwise in the Particular Conditions. Notwithstanding anything to the Contrary in this Agreement, the Consultant's obligations not to infringe Client's trade secrets (as defined in S. 504 of the Czech Civil Code) and/or to protect Client's confidential information (in compliance with S. 1730 of the Czech Civil Code) and/or to protect secret, confidential or privileged information (in compliance with Czech law e.g., any regulations on civil aviation safety and/or security) shall survive the expiry of aforementioned period of 24 months.

1.8.4
Confidentiality

A new Sub-Clause 1.8.4 shall read as follows:

Consultant agrees to return or destroy, on request of the Client, all documents, data or data carriers obtained from the Client and its other advisors and all other documentation and copies related to this Agreement or otherwise to the Project at termination of this Agreement. Consultant shall be entitled to keep such documents necessary to fulfil its legal obligations as concerns record keeping.

1.9.1
Publication

Sub-Clause 1.9.1 shall be amended as follows:

Notwithstanding the foregoing, the Consultant foregoes the right to publish material or information relating to the Services and/or to engage in any public relations work on his own regarding this Agreement without obtaining the prior express consent in writing of Client. Public relations work as used herein comprises any announcement or statement launched in public for advertising purposes or to attract public attention, including any announcement of this Agreement, no matter in what form. Insofar as the Consultant is legally obliged to release a specific announcement, it undertakes to disclose this circumstance to the Client in good time in order to enable the Parties to reach an agreement on the contents of such specific announcement.

1.9.2
Publication

Sub-Clause 1.9.2 shall be amended as follows:

Subject to Clause 1.8 [Confidentiality] and subject to protection of Client's legitimate interests, the Consultant may use material and information relating to the Services for commercial tendering purposes provided that it obtained a Client's prior, specific, written approval for such use. Such use for commercial tendering purposes shall be subject to approval of the Client if it is within two (2) years of completion of the Services or termination of the Agreement (whichever is the earlier).

1.9.3
Publication

A new Sub-Clause 1.9.3 shall read as follows:

The Client notifies the Consultant and the Consultant acknowledges that the Client is a legal entity referred to in Section 2 para. 1 letter n) of the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter as „Register of Contracts Act“) and in this context private law contracts concluded with the Client may be subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Both parties agree with possible publication of this Agreement in the register of contracts with the exception of the facts that constitute trade secrets.

1.15.
Priority of Documents

Sub-Clause 1.15.1 shall be amended as follows:

The documents forming the Agreement are to be taken as mutually explanatory of one another. If there is a conflict between these documents then the documents shall be interpreted and construed in accordance with the order of precedence given in Clause 2 of the Form of Agreement. If the conflict cannot be so resolved then the Client shall issue an instruction or Variation to the Services under Clause 5.1 [Variations] as the case may require, in order to resolve the conflict.

2.1.1
Information

Sub-Clause 2.1.1 shall be amended as follows:

Subject to availability of the relevant language version of such information, data or document to the Client, all information, data or document provided by the Client to the Consultant may be provided either in the English or Czech language. The Consultant requests the Client to provide information and documents listed in Appendix 9 hereof within a reasonable time after the

execution hereof. The Consultant represents that those information and documents listed in Appendix 9 should be, materially, sufficient for the timely and duly provision of the Services (apart from the Advisory or Supervision Services) and the delivery of the Deliverables under this Agreement. In order not to delay the Consultant in the performance of the Services, the Client shall within a reasonable time and with due regard to the Programme, provide to the Consultant, free of cost, any further information, data and documents reasonably requested by the Consultant, which may pertain to the Services and which the Consultant cannot obtain itself, and at the same time, such information, data and documents are available to the Client or the Client is able to obtain such information free of costs. The Client will name relevant contacts to Consultant and provide Consultant with relevant information concerning the provision of the Services (including the preparation and delivery of the Design Study) as far as the Client is in the possession of such contacts or information.

2.1.3
Information

Sub-Clause 2.1.3 shall be amended as follows:

In the event of any error, omission, or ambiguity (for the avoidance of doubt, including a manifest error, omission or ambiguity) in the information provided to the Consultant then the Client shall rectify such matter by Notice; provided that such error, omission, or ambiguity was substantial, and has, without reasonable doubt, resulted in significant delay in the provision of Services, the Client shall issue a Variation to the Services in accordance with Clause 5.1 [Variations] as the case may require. The Client may in particular choose that (i) the Client will provide the Consultant with the respective information, if it is readily available, or (ii) the Client will initiate respective activities in order to collect the proper documentation / data / information and makes it available for the Consultant if this a) does not impose extraordinary effort from the Client and b) does not delay the design process, or (iii) the Client and the Consultant will continue on the basis of best possible assumptions being proposed and substantiated by the Consultant (e.g. best industry practise, benchmarks etc). Notwithstanding any provision hereof to the contrary, under such Variation, the Consultant shall be entitled to an adequate extension of the Time for Completion and/or extension of Milestones. The Consultant shall be entitled to additional remuneration and/or compensation of any costs whatsoever only if such Variation to the Services results in exertion of additional effort on the side of the Consultant of more than one (1) man-day, in each particular case. The Consultant must refer to the Client any such error, omission, or ambiguity in the information as soon as the Consultant, being a professional and exercising the standard of care required hereunder, becomes aware of.

2.1.4
Information

A new Sub-Clause 2.1.4 shall read as follows:

The Client declares, and the Consultant acknowledges, that there was a local architect association involved in the design development related to the passenger terminal surroundings including matters referred to under Sub-Clause 2.1.1 points i) and ii) and also the LKPR central area zoning plan together with conceptual design of Prague Airport railway station including concourse connecting station with terminal.

2.2
Decisions

Sub-Clause 2.2 shall be amended as follows:

On all matters properly referred to the Client in writing by the Consultant, the Client shall give its decision, approval, consent, instruction or Variation, as the case may be, within a reasonable time and with regard to the Programme so as not to delay the Services.

2.3.1
Assistance

Sub-Clause 2.3.1 shall be amended as follows:

In the Country and in respect of the Consultant, its personnel and dependants, as well as sub-consultants, if any, as the case may be, the Client shall exert reasonable efforts to assist in providing unobstructed access to Client's property, including airport facilities, wherever it is required for the Services.

2.4
Client's Financial Arrangements

Clause 2.4 shall be deleted in its entirety.

2.5.1
Supply of Client's Equipment and Facilities

Sub-Clause 2.5.1 shall be amended as follows:

Unless the Parties agree otherwise, the Client shall make available to the Consultant (to be used as a meeting point for the envisaged frequent interaction between the Consultant and the Client's project team, within regular office hours, and free of cost) a meeting room for 6-8 persons, located at the Prague Airport, with internet connection in such room and with access to customary infrastructure (within the limitations clarified between the Parties prior to the execution hereof). The Client shall operate and maintain (i) the meeting room, and (ii) internet connection in such meeting room, to a good standard that allows a workable upload and download rate for access resp. exchange with remote servers until the final presentation of the Design Study to the Client.

2.5.2
Supply of Client's Equipment and Facilities

A new Sub-Clause 2.5.2 shall read as follows:

Unless the Parties agree otherwise, until the final presentation of the Design Study to the Client and solely for the purposes of the Services, the Consultant shall make available to the Client an electronic SharePoint for transferring and sharing files between the Consultant's key personnel and the Client. The Consultant shall operate and maintain the accessibility of the SharePoint to a

good standard until the final presentation of the Design Study to the Client, and to meet the Client's information security requirements and/or other technical requirements applicable on such SharePoint. The Parties agree that any costs that the Consultant may incur in connection therewith are included in the remuneration for the Services and the Consultant shall not be entitled to any reimbursement of costs and/or other payments in connection therewith whatsoever.

2.6

Supply of Client's Personnel

Clause 2.6 shall be deleted in its entirety.

2.7.2

Client's Representative

A new Sub-Clause 2.7.2 shall read as follows:

In Client's sole discretion, the Client may designate one or more individuals to liaise with Consultant's Personnel in day-to-day, technical matters; none of such individuals shall have powers and/or authority to administer the Agreement.

2.8.1

Services of Others

Clause 2.8.1 shall be amended as follows:

The Consultant shall, in a reasonable extent, which shall in aggregate not exceed 6 man-days, cooperate and hold expert consultations with the external consultants involved by Client under separate contracts, to coordinate properly the Design Study with the previously completed documentations related to the passenger terminal building, especially but not limited to the public space next to current airport terminals, including:

- i) re-organization of transportation within the public space in the airport central area,
- ii) new railway connection project between Prague Airport and City of Prague.

Such cooperation and holding such consultations shall - within the 6 man-days - form and inseparable part of the Services, and no additional remuneration and/or no compensation of costs shall be paid by the Client to the Consultant for it. Fees payable to the external consultants shall be born by the Client and paid directly to them, based on separate agreements contracted with those consultants.

The Consultant shall not be responsible for the external consultants and their services. Where the provision of services by others is necessary for the proper performance of the Services then the Client shall ensure that such provision of services by others is given in sufficient time so as to allow the Consultant to proceed in accordance with the Programme.

2.8.2

Services of Others

Clause 2.8.2 shall be amended as follows:

The responsibility for interface management between the Services and services or consultations provided by others, as set forth in Sub-Clause 2.8.1, remains with the Consultant as long as his Services are concerned, however the Client shall provide all assistance required by the Consultant to facilitate the cooperation with such external consultants so as not to delay the Services.

3.1.1

Scope of Services

Sub-Clause 3.1.1 shall be amended as follows:

The Consultant shall perform the Services as stated in Appendix 1 [Scope of Services], inclusive of the delivery of the Deliverables in final versions (i.e., not in drafts) to the Client, and the Advisory Services and Supervision Services. The Consultant shall provide such sufficient resources as it deems necessary to duly and timely perform the Services (in particular to duly and timely deliver the Design Study and/or perform the Advisory and/or Supervision Services).

3.1.2

Scope of Services

Sub-Clause 3.1.2 shall be amended as follows:

The Consultant shall perform the Services as stated in Appendix 1 [Scope of Services] in accordance with the Programme attached hereto as Appendix 4 [Programme]. Where appropriate, the Consultant shall identify in Appendix 4 the key dates when decisions, consents, approvals or information from the Client or third parties is required to be given to the Consultant, and state the same explicitly in Appendix 4 [Programme].

3.1.3

Scope of Services

Sub-Clause 3.1.3 shall be amended as follows:

The Consultant declares that as at the date of signature of the Agreement there are no circumstances or matters that may give rise to a conflict of interest in the performance of its obligations under the Agreement. The Consultant shall immediately inform the Client if it becomes aware of any such circumstances or matters, or if it becomes aware of any conflict of interest between its activities and the legitimate interest of the Client. If a conflict of interest arises then the Parties shall agree, in good faith, on measures to manage such conflict.

3.1.4

Scope of Services

A new Sub-Clause 3.1.4 shall read as follows:

The Client further agrees to forthwith inform the Consultant about any potential or existing conflict of interest between its activities and the interest of Consultant with regard to any project in which the Parties cooperate.

3.1.5

Scope of Services

A new Sub-Clause 3.1.5 shall read as follows:

- a) Supervision Services and Advisory Services are Services on an optional basis in the sense that the Client is unilaterally entitled to call these Services or parts of it, whereby the

Client is not obliged to call respective Services and the Consultant is not entitled to raise claims if Services (or parts of it) are not called by the Client. The maximum extent of Services (by hours/man-days) callable by the Client under this clause is displayed in Appendix 3 hereto.

- b) The Consultant shall provide Supervision Services regarding further design development in terms of periodical supervision of the compliance of the subsequent design development including zoning and building permit documentations and submissions provided by other/third parties on separate contracts. The Supervision Services will be provided upon the Client's prior call and/or on previously agreed schedule during the period of five (5) years commencing immediately after Design Study completion.
- c) The Consultant shall provide Advisory Services in terms of consultancy regarding the various issues related to subsequent design development and/or construction with the exclusion to activities described in the scope under chapters No. 1.1 thru 1.3 in Appendix 6 hereto [Annex C1 to the Tender Documentation]. The Advisory Services will be provided upon the Client's prior call and/or on previously agreed schedule commencing immediately after Design Study completion with expectations to end by 2026.
- d) The concrete Supervision Services and/or Advisory Services to be rendered by the Consultant must be set out in each call of the Client, if not pre-agreed between the Parties. Similarly, without prejudice to Appendix 3 hereto, the respective remuneration as well as the process and time line ought to be set out for the respective Services (including granting a reasonable mobilization period after calling of the Services by the Client) must be set out in each call of the Client, if not pre-agreed between the Parties. Unless agreed otherwise between the Parties, the Consultant shall only be obliged to render those Advisory Services and/or Supervision Services that will not derive from the nature of Services rendered by the Consultant in connection with the Design Study and the Deliverables.

3.2.1

Function and Purpose of Services

Sub-Clause 3.2.1 shall be amended as follows:

Where appropriate, the Client shall describe the function and purpose of the Services and state the same explicitly in Appendix 1 [Scope of Services], unless already described or stated in any other document forming this Agreement e.g., in Appendix 7 hereto [Annex C3 to the Tender Documentation].

3.3.1

Standard of Care

Sub-Clause 3.3.1 shall be amended as follows:

Consultant, being a professional in the field of providing the Services, shall perform the Services (in particular with respect to the preparation of the Design Study) to the best of its ability and shall exercise all skills, best professional care and diligence in the discharge of its duties under this Agreement. In particular, however without limitation to, for the purposes of preparing and delivering the Design Study the Consultant shall duly take into consideration any applicable civil aviation regulations or guidance e.g. EASA aerodrome rules, IATA Airport development manual or ICAO rules and standards.

3.3.2

Standard of Care

Sub-Clause 3.3.2 shall be amended as follows:

To the extent achievable using the standard of care in Sub-Clause 3.3.1, and without extending the obligation of the Consultant beyond that required under Sub-Clause 3.3.1, the Consultant shall perform the Services with a view to satisfying any function and purpose that may be described in Appendix 1 [Scope of Services] or elsewhere in the Agreement, e.g., in Appendix 7 hereto [Annex C3 to the Tender Documentation].

3.5.1

Consultant's Personnel

Sub-Clause 3.5.1 shall be amended as follows:

The Consultant shall ensure that key personnel which is proposed by the Consultant to render the Services shall be subject to acceptance by the Client with regard to their qualifications and experience. Such acceptance by the Client shall not be unreasonably withheld; the Consultant's key personnel set out in Clause 3.5.2 herein are hereby deemed to be accepted by the Client on the date of execution hereof.

3.5.2

Consultant's Personnel

A new Sub-Clause 3.5.2 shall read as follows:

The core project team of the Consultant (i.e., the Consultant's key personnel) shall consist of the following members:

Project Team Leader: Paul Beck;

Architect: Johan Steenvoorden;

Airport Project Manager: Norbert Schmidt; and

Project Team Coordinator: Petr Havlena (of TECHNISERV, spol. s r.o., a Consultant's subcontractor).

3.7.1

Changes in Consultant's Personnel

Sub-Clause 3.7.1 shall be amended as follows:

If it is necessary for any reason to replace any of the personnel provided by the Consultant, the Consultant shall arrange for replacement by a person(s) of suitable qualification and experience in the provision of the Services as soon as reasonably possible. Notwithstanding the preceding sentence, the Consultant shall exert best efforts to ensure that the individuals set out in Clause

3.5.2 herein shall remain part of the core project team of the Consultant for the entire duration of this Agreement, and any potential replacement of any of them by any third person shall be subject to a Client's previous consent in writing. Such consent by the Client shall not be unreasonably withheld. Notwithstanding any provision hereof to the contrary, the Consultant must ensure that at all times, regardless of any replacements, the core project team of the Consultant (i.e., the Consultant's key personnel) shall meet the project team evaluation criteria and the scoring achieved under Annex (E) of the Tender Documentation, and, concurrently, the individual members of the core project team must meet their respective qualification requirements as set out in the Tender Documentation. A breach of any Consultant's obligation set out in this Clause shall constitute Consultant's material breach of this Agreement.

3.8
Safety and Security of Consultant's Personnel

Clause 3.8 shall be deleted in its entirety.

3.9
Construction Administration

Clause 3.9 shall be deleted in its entirety.

4.1
Agreement Effective

Sub-Clause 4.1.1 shall be amended as follows:

The Agreement shall be effective from the date of the latest signature necessary to complete the formal Agreement, unless mandatory law requires the subsequent publication thereof in the Public Register of Contracts whereby the Agreement enters into effect (the "Effective Date").

4.2.1
Commencement and Completion of Services

Sub-Clause 4.2.1 shall be amended as follows:

The Consultant shall commence the performance of the Services (apart from the Advisory and/or Supervision Services) on Commencement Date. The Consultant shall complete the whole of the Services (apart from the Advisory and/or Supervision Services) within the Time for Completion.

4.3.1
Programme

Sub-Clause 4.3.1 shall be amended as follows

Further, without prejudice to Sub-Clause 4.2.1., the Consultant shall proceed in accordance with the Programme and shall deliver particular Services no later than on particular key dates (the "Milestones") set forth in the Programme appended hereto as Appendix 4. The Programme shall be binding on the Consultant with respect to the timely provision of Services (apart from the Advisory and/or Supervision Services, which are currently not depicted in the Programme) and the Client shall give its decision, approval, consent, instruction or information, as the case may be, within a reasonable time and with regard to the Programme so as not to delay the Services. The Programme can be amended only by mutual agreement of the Parties; the Parties agree to amend the Programme as and when necessary to comply with the Agreement.

4.3.2
Programme

Sub-Clause 4.3.2 shall be amended as follows:

Provided that such failure has not been caused by any Exceptional Event or a Client's default, if the Consultant fails to achieve the Milestone (i.e., fails to deliver a particular Service on a particular key date at the latest, as set forth in the Programme) for the Submission of Final Design Study by more than two (2) months and/or fails to achieve the Milestone for the submission of the Final Set of Deliverables by more than one (1) month, the Consultant shall pay to the Client on a daily basis the contractual penalty equal to EUR 600 for each day of failure to achieve such Milestone. The aggregate amount of Contractual penalties to be paid by the Consultant to the Client under this provision shall not exceed EUR 22,800. The Client's right to claim damages exceeding the amount of the contractual penalty shall remain unaffected. Further, any Consultant's delay in achieving a Milestone by one (1) month or longer, shall constitute Consultant's material breach of this Agreement.

4.4.3
Delays

Sub-Clause 4.4.3 shall be amended as follows:

Without prejudice to any other provisions hereof, where any circumstance referred to in Sub-Clause 4.4.1 entitles the Consultant to an extension of the Time for Completion by more than three (3) business day and, at the same time, causes the Consultant to incur Exceptional Costs, then the agreed remuneration shall be adjusted in accordance with Sub-Clause 7.1.2 [Payment to the Consultant]. As soon as possible, the Consultant shall inform the Client of the occurrence of the Exceptional Costs and the amount thereof (or the envisaged amount thereof, as relevant) by issue of a Notice.

4.5.1
Rate of Progress of Services

Sub-Clause 4.5.1 shall be amended as follows:

If, for any reason that does not entitle the Consultant to an extension of the Time for Completion, the rate of progress of the Services is, in the reasonable opinion of the Client, insufficient to ensure completion of the Services within the Time for Completion and/or achieving any of the relevant Milestones, then the Client may give Notice to that effect to the Consultant. Upon receipt of such Notice the Consultant shall issue a Notice to the Client describing the Consultant's time plan and the measures the Consultant intends to put in place in order to complete the Services in accordance with the Time for Completion and/or in order to achieve any of the outstanding Milestones.

5.1.3
Variations

Sub-Clause 5.1.3 shall be amended as follows:

The Consultant shall give Notice to the Client as soon as possible and reasonably practicable

where the Consultant considers that any instruction or direction from the Client or any other circumstance constitutes a Variation to the Services. The Consultant shall include in the Notice details of the estimated impact upon the Programme and cost of the Services for such matters. Within fourteen (14) days of receipt of the Notice the Client shall either issue a Variation Notice, or cancel the instruction or direction, or state by issue of a further Notice why the Client considers the instruction, direction or circumstance does not constitute a Variation to the Services. In such case the Consultant shall comply with and be bound by such further Notice unless the Consultant refers the matter as a dispute under Sub-Clause 10.1.1 [Amicable Dispute Resolution] within seven (7) days of receipt of such further Notice.

5.2.1
**Agreement of Variation
Value and Impact**

Sub-Clause 5.2.1 shall be amended as follows:

Unless the Variation is negligible in the context of the Agreement and has no or only negligible impact on the Services, the Programme and/or the Time for Completion, the Client and the Consultant shall agree the value of any Variation, or its method of calculation, including its impact (if any) upon other parts of the Services, the Programme and the Time for Completion.

5.2.2
**Agreement of Variation
Value and Impact**

Sub-Clause 5.2.2 shall be amended as follows:

Without prejudice and subject to Sub-Clause 5.2.1, the value of any Variation shall be determined in accordance with and/or based upon the rates in Appendix 3 [Remuneration and Payment].

5.2.4
**Agreement of Variation
Value and Impact**

Sub-Clause 5.2.4 shall be amended as follows:

Where agreement under Sub-Clause 5.2.3 is not reached within ten (10) business days of receipt by the Consultant of the Variation Notice or it is not practicable to establish and agree between the Parties all the effects of the Variation prior to the Consultant commencing work on the Variation then the Client may by Notice instruct the Consultant to commence work on the Variation and the Consultant shall comply with such instruction. Without prejudice and subject to Sub-Clause 5.2.1, the Consultant shall be compensated on a time-spent basis at the rates and prices stated in Appendix 3 [Remuneration and Payment], until or unless an agreement is reached on all the effects of the Variation.

6.1.1
Suspension of Services

Sub-Clause 6.1.1 shall be amended as follows:

The Client may suspend, also repeatedly, all or part of the Services at its sole discretion and for any reason by giving twenty (20) days' Notice to the Consultant.

6.1.2
Suspension of Services

Sub-Clause 6.1.2 shall be amended as follows:

The Consultant may suspend all or part of the Services in the following circumstances:

- a) When the Consultant has not received payment of an invoice or a part of an invoice, as the case may be, by a date which is 15 days after the due date of such invoice and the Client has not issued a valid Notice in accordance with Clause 7.5 [Disputed Invoices] stating the reasons for non-payment of the invoice or part thereof and the relevant outstanding amount exceeds EUR 2,000, subject to the Consultant giving ten (10) days' Notice to the Client.
- b) Where an Exceptional Event arises, Notice shall be given by the Consultant to the Client as soon as possible. The Consultant shall take all reasonable endeavours to avoid or minimise such suspension of all or part of the Services.

6.2.1
Resumption of Suspended Services

Sub-Clause 6.2.1 shall be amended as follows:

When the Services have been suspended under Sub-Clause 6.1.1 [Suspension of Services] the Consultant shall resume the Services or part thereof, as the case may be, within twenty eight (28) days of receipt of Notice from the Client instructing the Consultant to resume the Services or part thereof.

6.2.2
Resumption of Suspended Services

Sub-Clause 6.2.2 shall be amended as follows:

Where the Services have been suspended under Sub-Clause 6.1.2 [Suspension of Services] the Consultant shall resume the Services or part thereof, as the case may be, as soon as possible after the matters giving rise to the suspension have ceased, however not later than within twenty eight (28) days after the matters giving rise to the suspension have ceased.

6.3.3
**Effects of Suspension
of the Services**

Sub-Clause 6.3.3 shall be amended as follows:

If during the suspension and resumption of Services or part thereof the Consultant incurs Exceptional Costs, then:

- a) the agreed remuneration shall be adjusted in accordance with Sub-Clause 7.1.2 [Payment to the Consultant];
- b) the Time for Completion and/or the Programme shall be amended in accordance with Clause 4.4 [Delays] to reflect the effect of the suspension on the Programme.
- c) as soon as reasonably practicable the Consultant shall inform the Client by issue of a Notice of the occurrence of these Exceptional Costs.

6.3.4
**Effects of Suspension
of the Services**

Sub-Clause 6.3.4 shall be amended as follows:

The Consultant shall take all reasonable measures in his power to – if possible – prevent, avoid or at least mitigate the effects of the suspension of the Services or part thereof.

6.4.1.

Termination of Agreement

Sub-Clause 6.4.1 shall be amended as follows:

Termination by the Client

- a) If the Consultant is in material breach of a term or condition of the Agreement (e.g., as set out in Sub-Clause 4.3.2 [Programme] hereof), the Client may give Notice to the Consultant outlining the breach. If the Consultant has not proceeded to fully remedy the breach within twenty eight (28) days after the issue of the Notice then the Client may terminate the Agreement with immediate effect upon service of an appropriate Notice to the Consultant.
- b) Notwithstanding Sub-Clause 6.4.1 (a) hereof, if the Consultant becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events, the Client may in so far as the applicable laws permit terminate the Agreement with immediate effect upon service of an appropriate Notice.
- c) Notwithstanding Sub-Clause 6.4.1 (a) hereof, if the Consultant is in breach of Clause 1.10 [Anti-Corruption], the Client may terminate the Agreement with immediate effect upon service of an appropriate Notice.
- d) At its sole discretion upon giving the Consultant sixty (60) days' Notice.
- e) Without prejudice to Sub-Clause 6.1.1 [Suspension of Services], where an Exceptional Event has led to a suspension of the Services for more than one hundred and sixty-eight (168) consecutive days the Client may terminate the Agreement upon giving fourteen (14) days' Notice to the Consultant.
- f) On the grounds set out in S. 223 of Act No. 134/2016 Coll., On Public Procurement, as amended, or set out in other Czech mandatory law; the Agreement shall be terminated with immediate effect upon service of an appropriate Notice to the Consultant.

6.4.2.

Termination of Agreement

Sub-Clause 6.4.2 shall be amended as follows:

Termination by the Consultant

- a) If the Services have been suspended under Sub-Clause 6.1.1 [Suspension of Services] for more than one hundred and sixty-eight (168) days the Consultant may terminate the Agreement upon giving fourteen (14) days' Notice to the Client.
- b) If the Services have been suspended under Sub-Clause 6.1.2(a) [Suspension of Services] for more than forty-two (42) consecutive days the Consultant may terminate the Agreement upon giving fourteen (14) days' Notice to the Client.
- c) If the Client becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against it, compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors, or if any act is done or event occurs which (under applicable laws) has a similar effect to any of these acts or events, the Consultant may in so far as the applicable laws permit terminate the Agreement with immediate effect upon service of an appropriate Notice.
- d) If the Client is in breach of Clause 1.10 [Anti-Corruption] the Consultant may terminate the Agreement with immediate effect upon service of an appropriate Notice.
- e) If the Services have been suspended under Sub-Clause 6.1.2 (b) [Suspension of Services] for more than one hundred and sixty-eight (168) consecutive days the Consultant may terminate the Agreement upon giving fourteen (14) days' Notice to the Client.

6.5.4

Effects of Termination

Sub-Clause 6.5.4 shall be amended as follows:

Where the Agreement is terminated under Sub-Clause 6.4.1 (d) or Sub-Clause 6.4.2(a) to (d) [Termination of Agreement] then the Consultant shall be entitled to be paid the loss of profit that would otherwise have been earned on the Services not performed due to the termination, however in any case not more than EUR 55,000 in aggregate.

7.1.2

Payment to the Consultant

Sub-Clause 7.1.2 shall be amended as follows:

Unless otherwise agreed in writing, the Client shall pay the Consultant in respect of Exceptional Costs:

- a) for the extra time spent, if any, by the Consultant's personnel in the performance of the Services at the rates stated in Appendix 3 [Remuneration and Payment]; and
- b) without prejudice to Appendix 3, the cost of all other expenses reasonably and efficiently incurred by the Consultant, and duly documented to the Client.

7.1.3

Payment to the Consultant

Sub-Clause 7.1.3 shall be deleted in its entirety.

7.2.1

Time for Payment

Sub-Clause 7.2.1 shall be amended as follows:

Amounts properly due to the Consultant shall be paid within thirty (30) days of the date of issue of the Consultant's legitimately issued invoice unless otherwise stated in Appendix 3 [Remuneration and Payment].

7.2.2

Time for Payment

Sub-Clause 7.2.2 shall be amended as follows:

If the Consultant does not receive payment within the time stated in Sub-Clause 7.2.1, statutory default interest shall be paid by the Client to the Consultant on the amount overdue.

7.2.3

Time for Payment

Sub-Clause 7.2.3 shall be deleted in its entirety.

7.3.2

Currencies of Payment

Sub-Clause 7.3.2 shall be deleted in its entirety.

7.4

Third-Party Charges on the Consultant

Clause 7.4 shall be deleted in its entirety.

7.5

Disputed invoices

Clause 7.5 shall be amended as follows:

If any item or part of an item in an invoice submitted by the Consultant is contested by the Client as not properly due under the Agreement, the Client shall, no later than fourteen (14) business days after delivering of the invoice, issue a notice (which may be sent in .PDF by email to any Consultant's email address, provided that no later than five (5) business days later the Client shall deliver to the Consultant a Notice of the same material contents), of its intention to withhold payment with reasons but shall not delay payment of the remainder of the invoice. Sub-Clause 7.2.2 [Time for Payment] shall apply to all contested amounts which are finally determined to have been payable to the Consultant.

8.1

Liability for Breach

Clause 8.1 [Liability for Breach] shall be renamed to "8.1 [Liability for Breach and Defects]"

8.1.3. letter c)

Liability for Breach

Sub-Clause 8.1.3 letter c) shall read as follows:

c) if either Party is considered to be liable jointly with third parties to the other Party, the proportion of damages payable by that Party shall be limited to that proportion of liability which is attributable to its breach, unless such that Party and the third Parties are liable jointly and severally, in which case the non-breaching Party may demand payment of damages in full.

8.1.4.

Liability for Breach and Defects

A new Sub-Clause 8.1.4 shall read as follows:

The Consultant's liability for defects of any works or other results of the performance of Services (including, but not limited to, the Design Study), and the Client's rights corresponding thereto, shall be governed by Czech law. If the Client notifies any defect of works or other results of the Services (including, but not limited to, the Design Study) to the Consultant anytime before the expiry of five (5) years as of completion of the Services or termination of the Agreement (whichever is earlier), the Consultant shall not invoke late assertion of any Client's right arising from such defects.

8.2.1

Duration of Liability

Sub-Clause 8.2.1 shall be amended as follows:

Neither the Client nor the Consultant shall be considered liable for any loss or damage resulting from any occurrence unless a claim is formally made on one Party by the other Party before the expiry of five (5) years as of completion of the Services or termination of the Agreement (whichever is earlier). This is without prejudice to any claims under Sub-Clause 8.4 [Exceptions]. Each Party agrees to waive all claims against the other in so far as such claims are not formally made in accordance with this Sub-Clause 8.2.1.

8.3.3.

Limit of Liability

Sub-Clause 8.3.3 shall be deleted in its entirety.

8.4.1

Exceptions

Sub-Clause 8.4.1 shall be amended as follows:

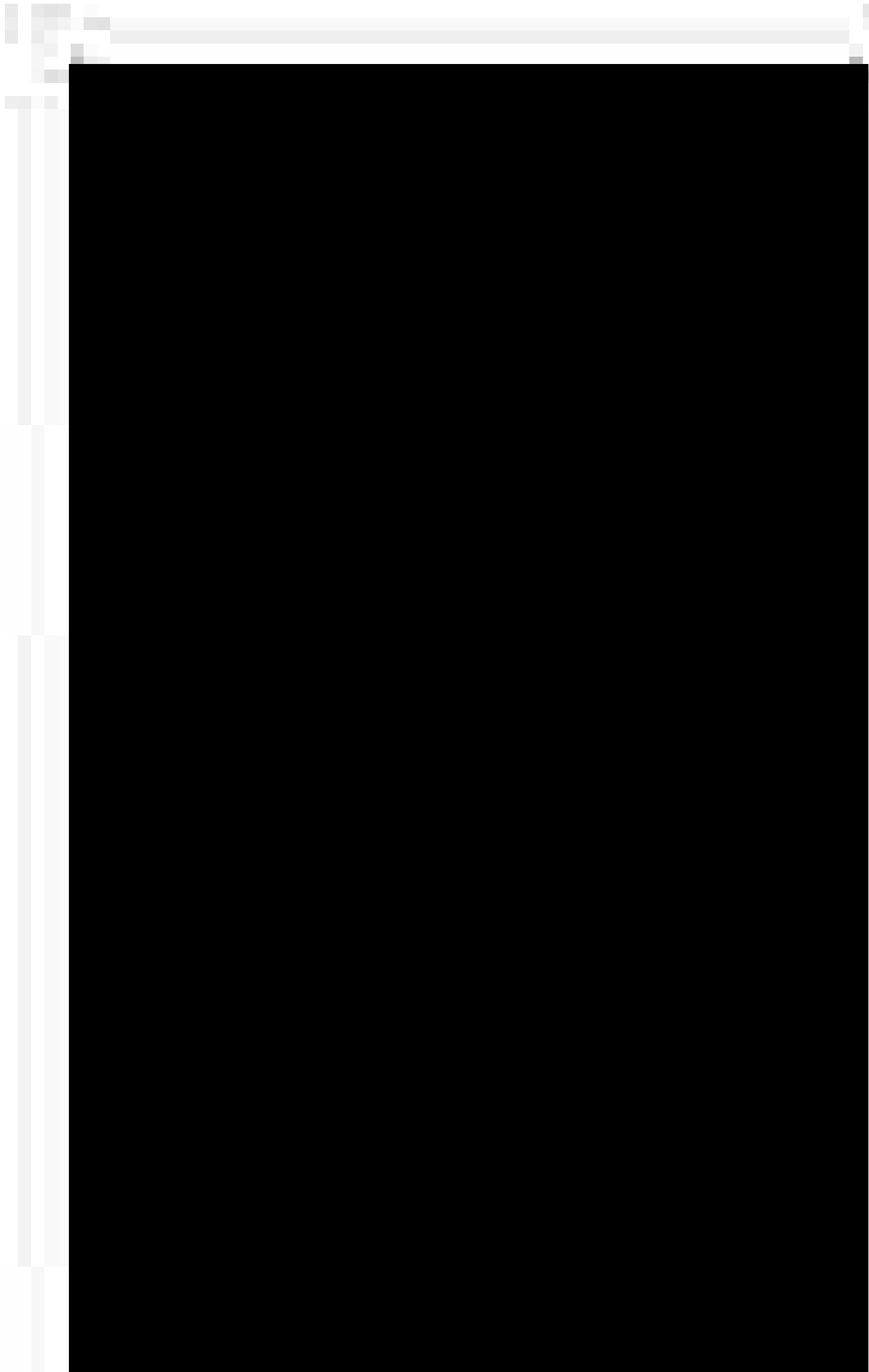
Any contractual waiver and/or contractual limitation of rights of the injured Party, as stipulated in Sub-Clause 8.1 [Liability for Breach], Clause 8.2 [Duration of Liability], and Clause 8.3 [Limit of Liability], shall not apply to

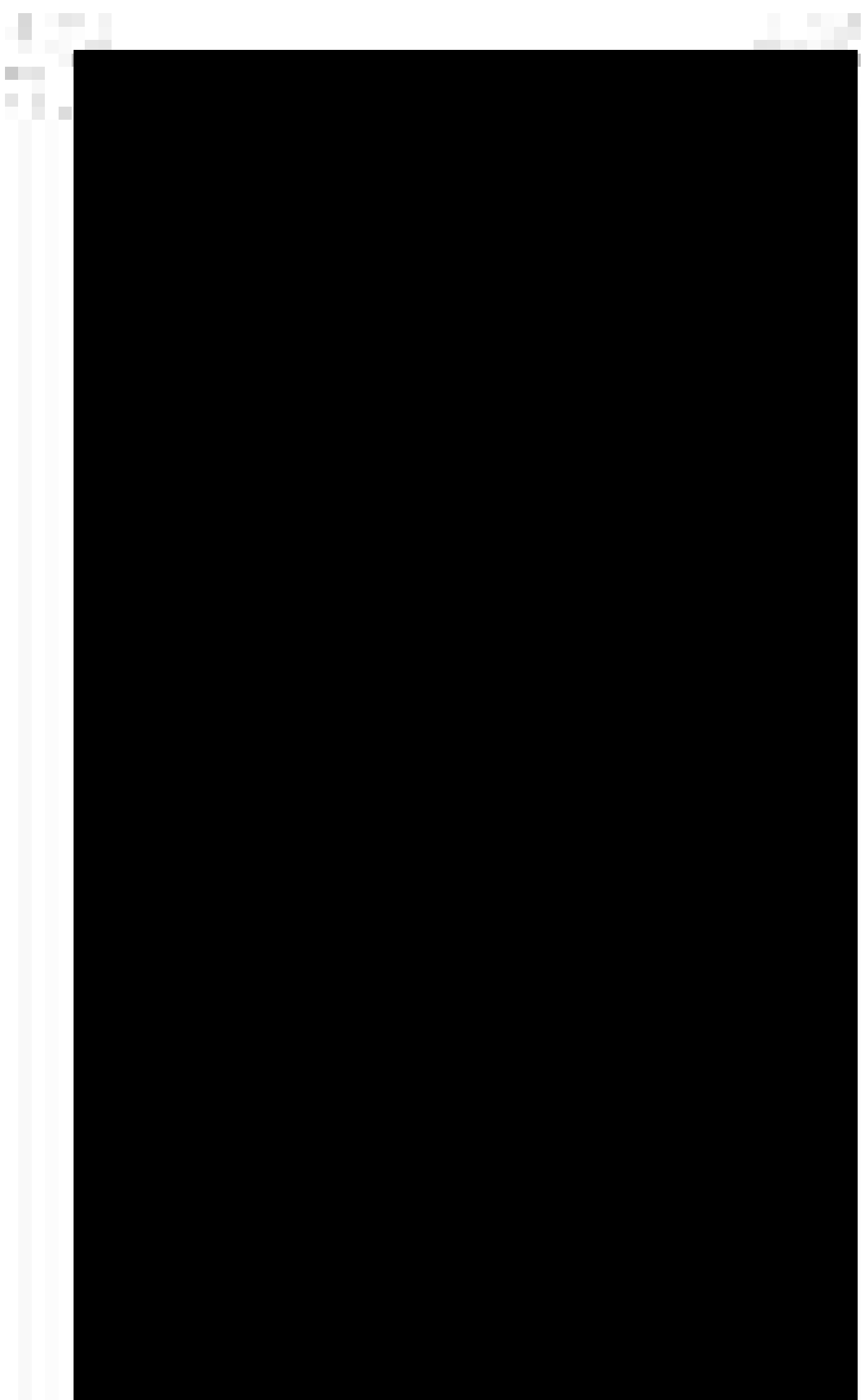
a) any claims for damages arising out of deliberate manifest and reckless default, fraud, fraudulent or grossly negligent misrepresentation or reckless misconduct by the defaulting Party, or

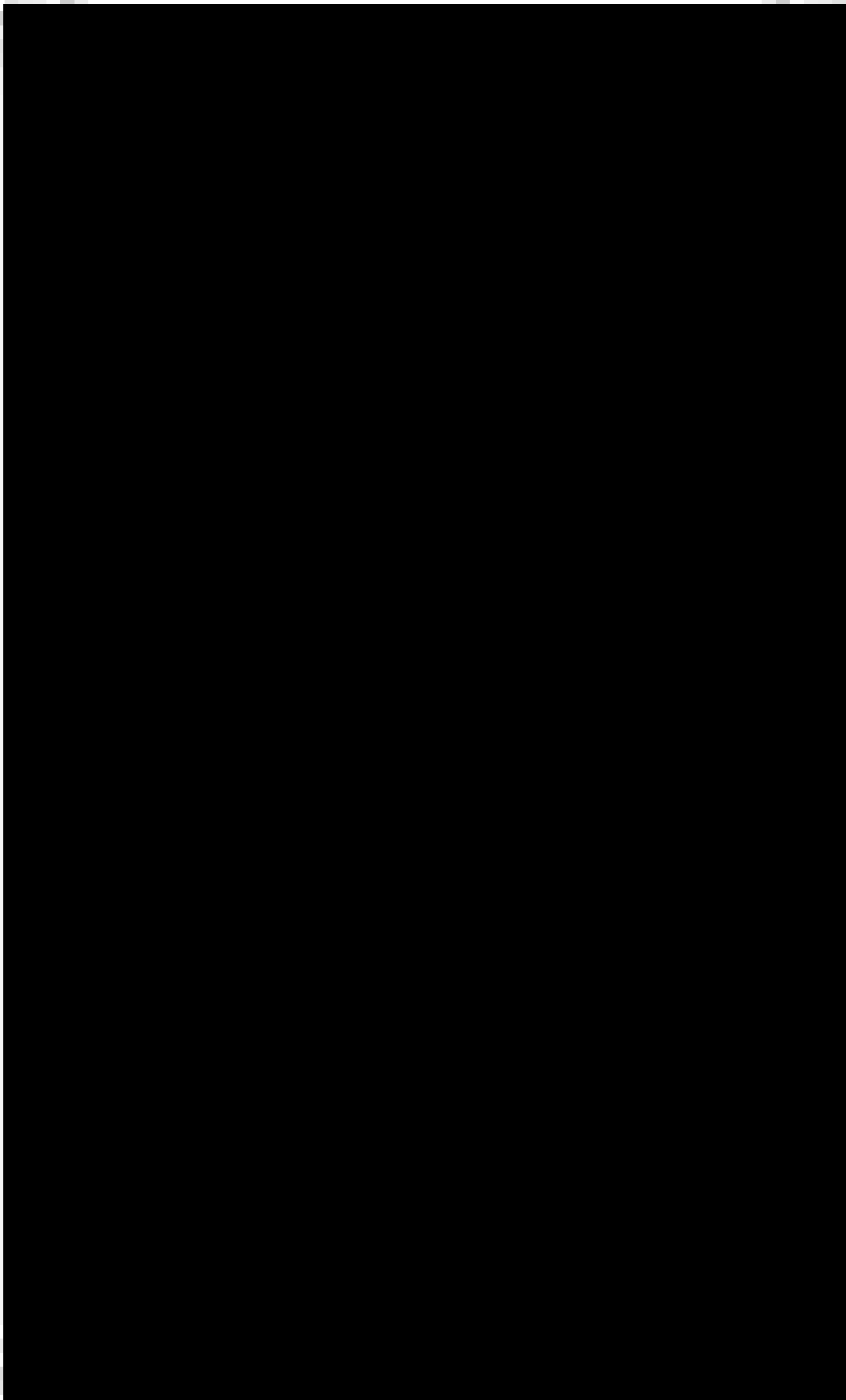
- b) compensation for damages caused intentionally or due to gross negligence, or
- c) compensation for breach of Consultant's obligations under any of Clause 1.7 [Intellectual Property] or Clause 1.8 [Confidentiality] or Clause 11.2 [Data Protection].

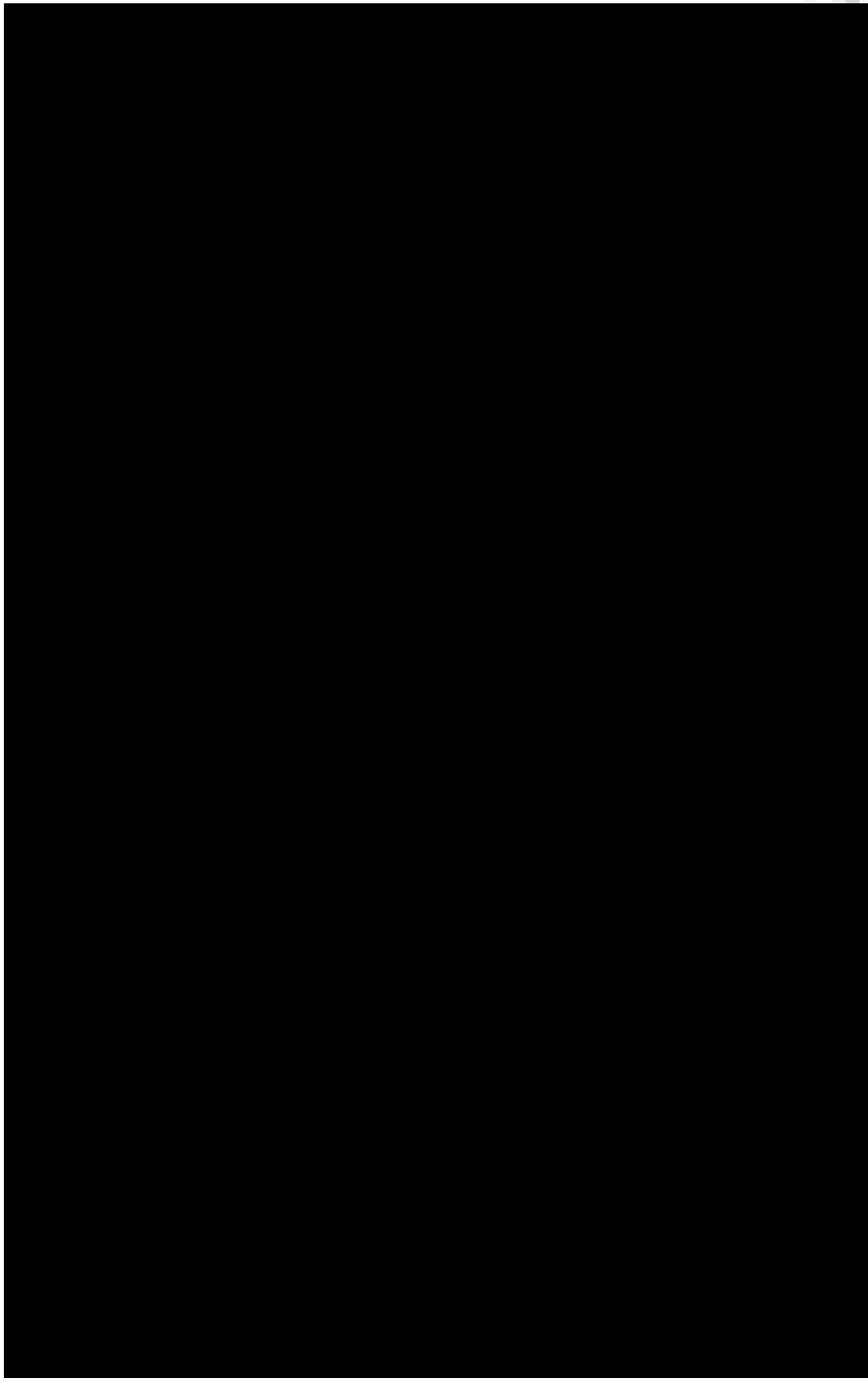
10		
Disputes and Arbitration		Clause 10 [Disputes and Arbitration] shall be renamed to "10 [Disputes and Litigation]".
10.1		
Amicable Dispute Resolution		Sub-Clause 10.1.2 shall be amended as follows: If the dispute is not resolved within fifty-six (56) days of receipt of the written request, then either Party may refer the dispute to litigation before the Czech courts in accordance with Clause 10.2 [Litigation], even if the meeting referred to in Sub-Clause 10.1.1 has not taken place.
10.2		
Adjudication		Clause 10.2 [Adjudication] shall be renamed to "10.2 [Litigation]", and it shall read as follows (for the avoidance of doubt, all existing Sub-Clauses shall be deleted, and replaced by the following text): Unless settled amicably, any dispute arising out of or in connection with the Agreement may be referred by either Party, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to the Czech general court of the Client.
10.4		
Arbitration		Clause 10.4 shall be deleted in its entirety.
10.5		
Failure to Comply with Adjudicator's Decision		Clause 10.5 shall be deleted in its entirety.
11		
Final Provisions		A new Clause 11 [Final Provisions] shall be added to the General Conditions, and shall read as follows:
11.1		
Change in Circumstances	11.1.1	Without prejudice to the other provisions of this Agreement, the Consultant hereby assumes the risk of change in circumstances, and waives its rights under S. 1765 of the Czech Civil Code to claim the renegotiation of this Agreement with the other Party in case of any substantial change in circumstances and/or to file a relevant court application in that respect under S. 1766 of the Czech Civil Code and further waives its right to claim in court the rescission of an obligation due to change in circumstances under S. 2000 of the Czech Civil Code.
11.2.		
Data Protection	11.2.1	The Parties acknowledge that the Confidential information as well as other information, data or documents that will be disclosed in the course of the cooperation may contain personal data. The Parties agree to maintain confidentiality in respect of such personal data and to treat them, in compliance with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) (hereinafter referred to as the "Regulation") as well as in compliance with Czech legal regulations that will be adopted for the purpose of the implementation or adaptation of that Regulation.
11.3		
Miscellaneous	11.3.1	The Parties confirm that this Agreement is entered into between entrepreneurs in the framework of their business; therefore, the provision of Sections 1793 to 1795 of the Civil Code on lesion or the provisions of Section 1796 on usury shall not be applicable hereto in compliance with the provisions of Section 1797 of the Civil Code.
	11.3.2	Section 2050 of the Czech Civil Code shall not apply. Unless specifically agreed otherwise herein, the Parties agree that the stipulation and/or settlement of any contractual penalty by one Party is without prejudice to the right of the other Party to request indemnification in full amount, subject to the provisions of Clause 8 [Liability] hereof.
	11.3.3	If the Client fails to take over any of the results of the Services, the Consultant shall not be entitled to sell it. Section 2609 of the Czech Civil Code shall not apply.
11.4		
Non-Substantial Modification of Contract	11.4	The Parties acknowledge that Czech law on public procurement (which transpositions underlying EU law directives on public procurement), namely S. 222 of Act No. 134/2016 Coll., On Public Procurement, as amended, prohibits the contracting authority from permitting any substantial modification to a public procurement contract (in Czech: "podstatná změna závazku") without a new procurement procedure. Notwithstanding anything to the contrary herein, the Parties agree that any modification to the contract (in Czech: "změna závazku") concluded hereby, be it a Variation of Services, a claim for Exceptional Costs, or any other modification to the contract, must qualify as permitted "non-substantial modification" of the contract (in Czech: "nepodstatná změna závazku") within the meaning of S. 222 of Act No. 134/2016 Coll., On Public Procurement, as amended; any Party's rights and/or claims arising from any substantial modification of the contract shall be legally ineffective vis-a-vis the other Party.

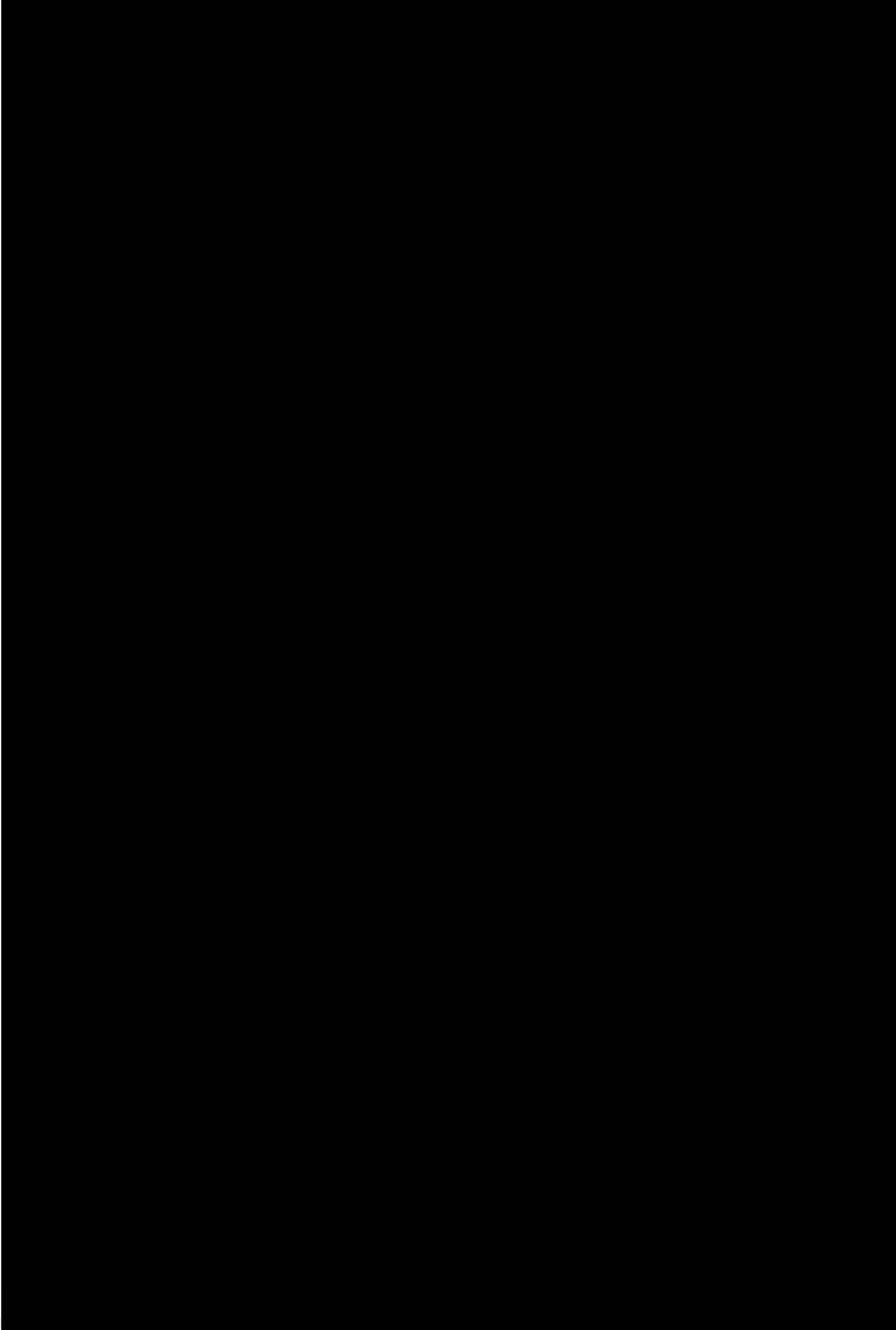
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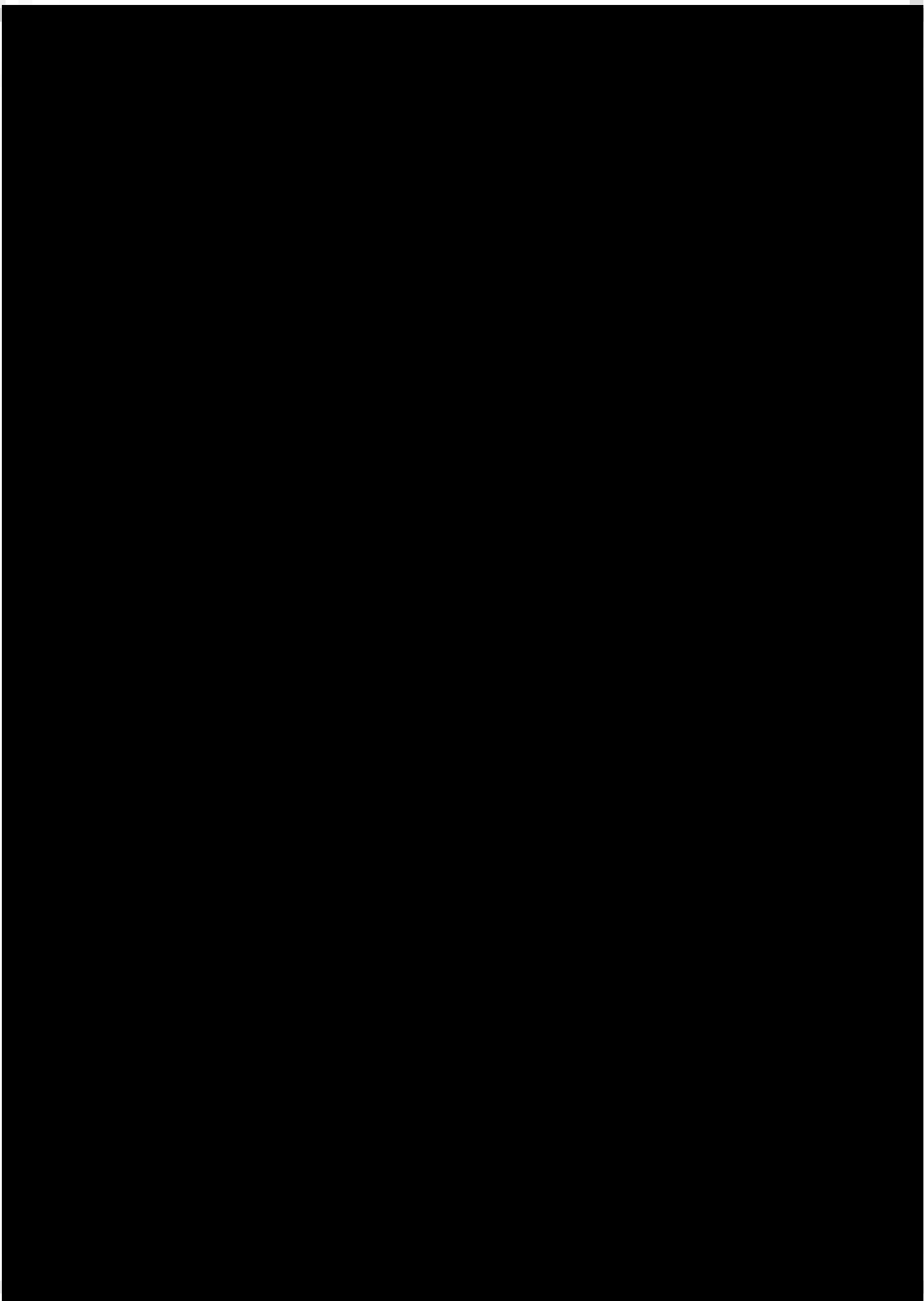


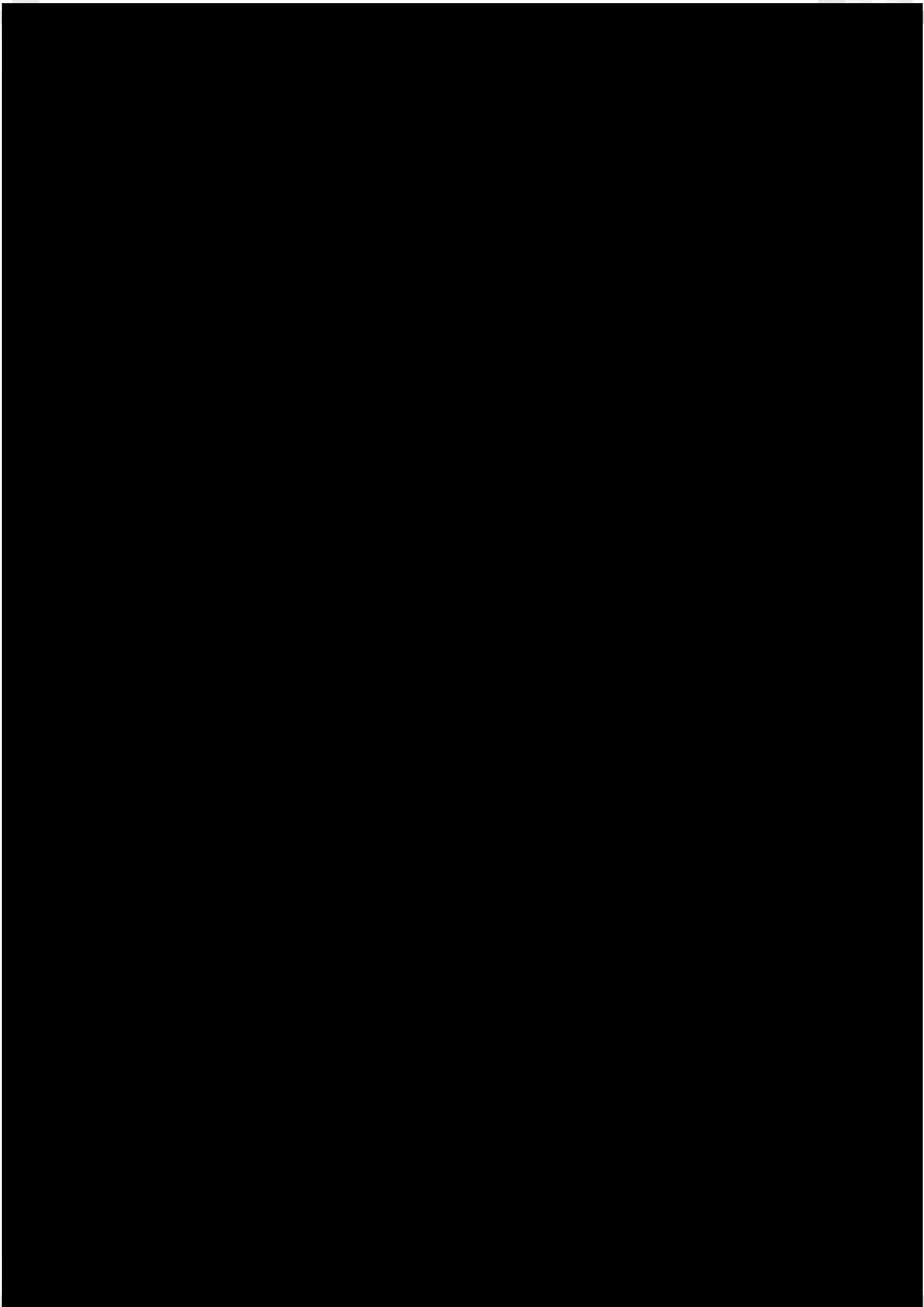


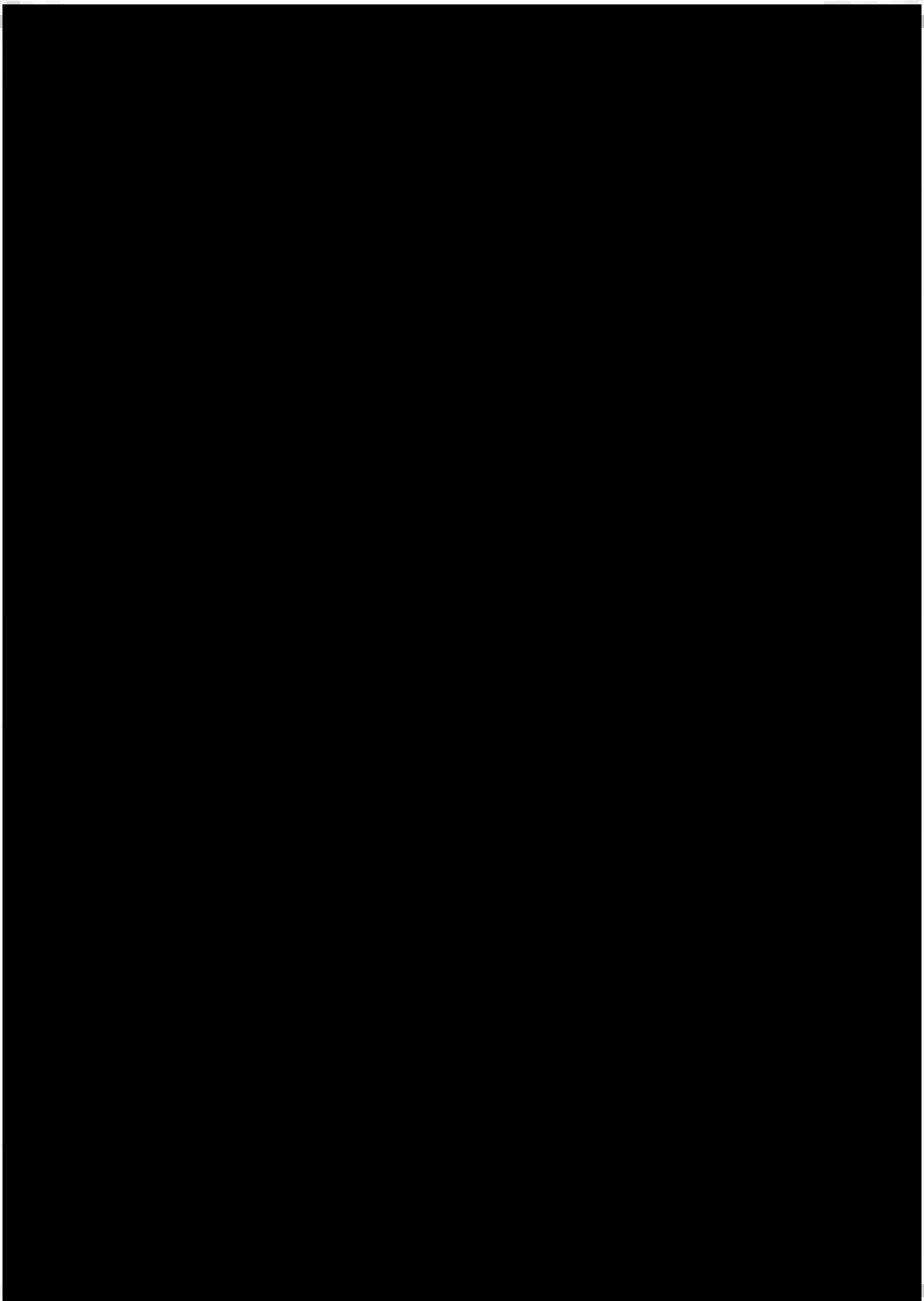


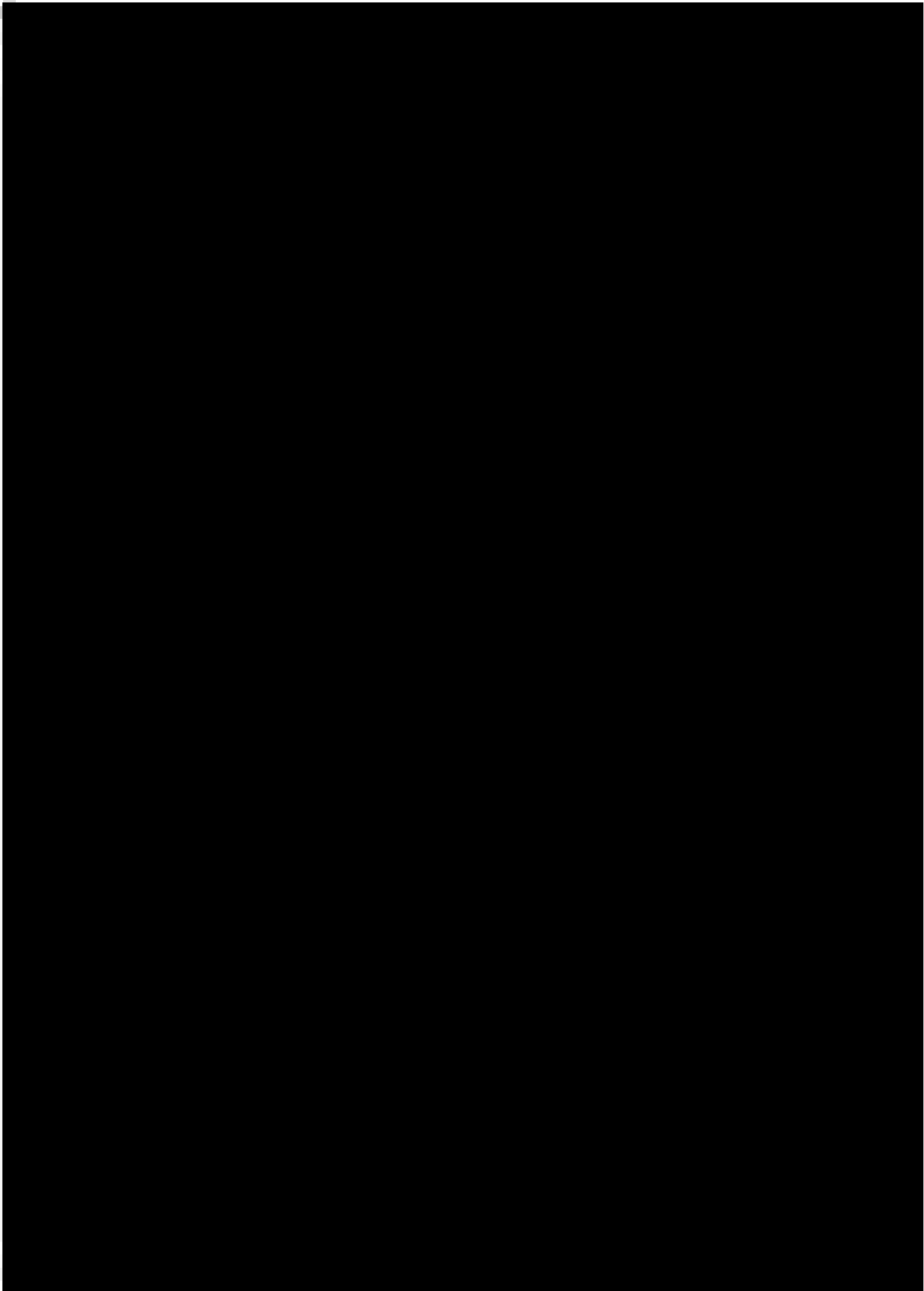


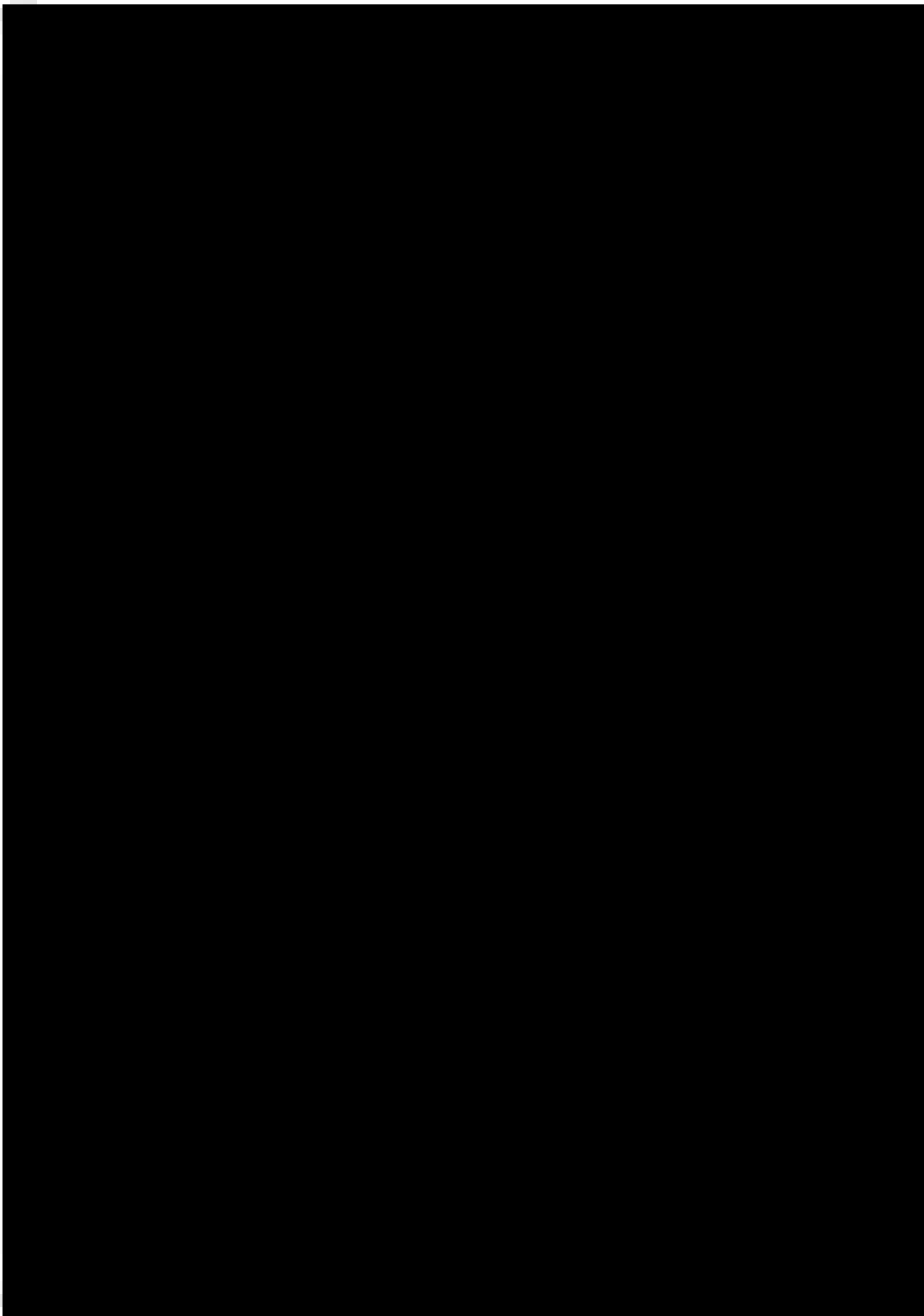


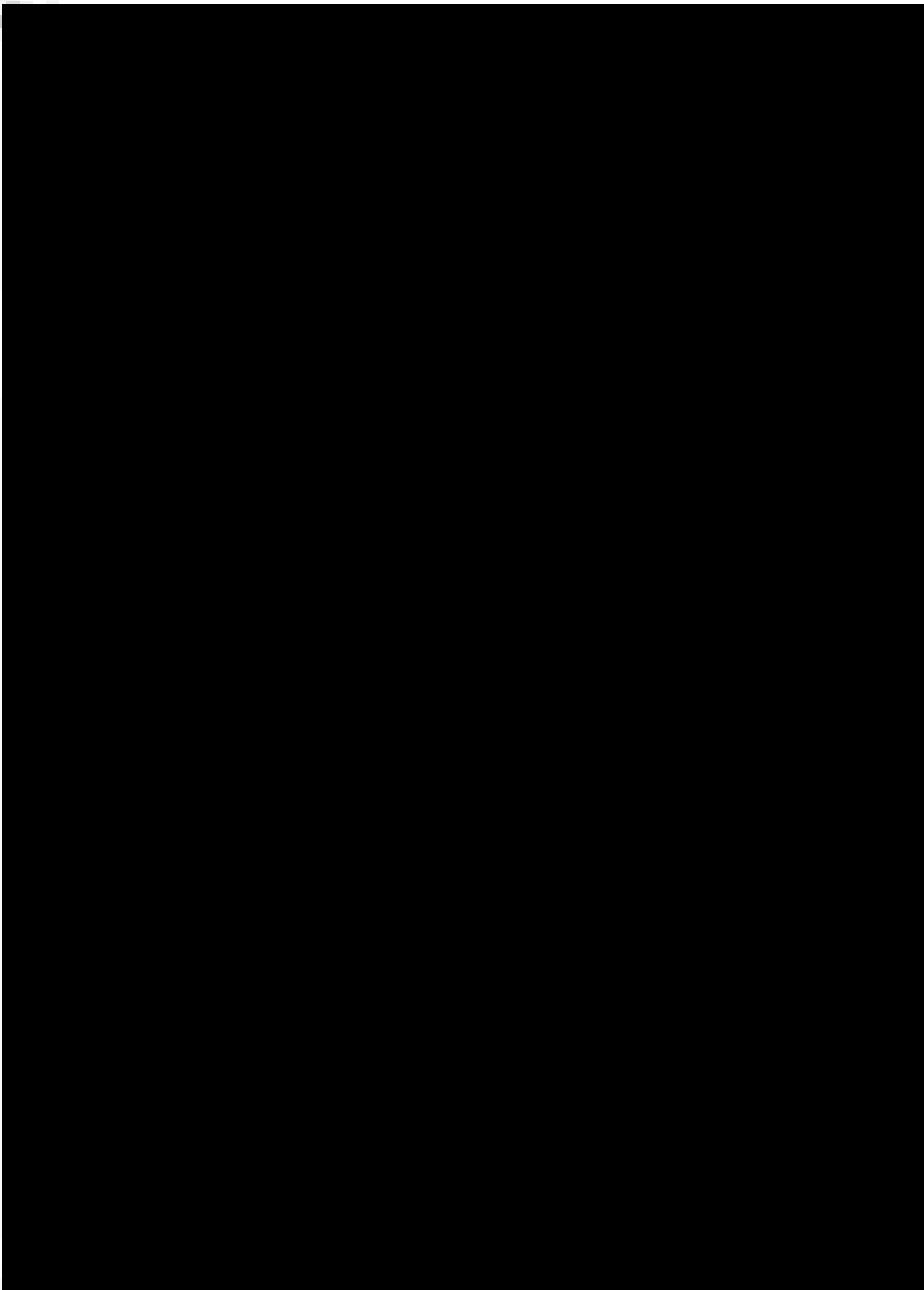


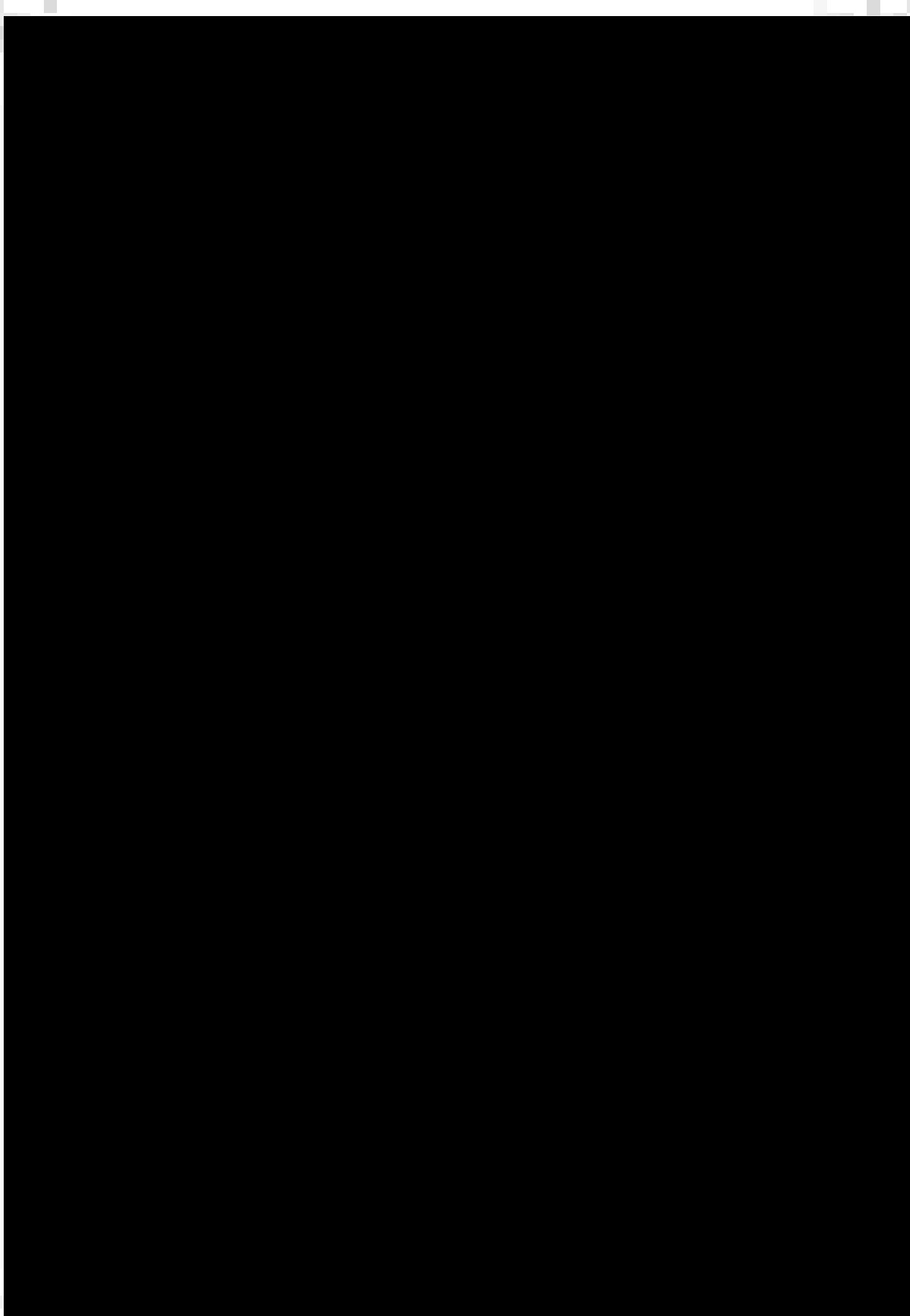


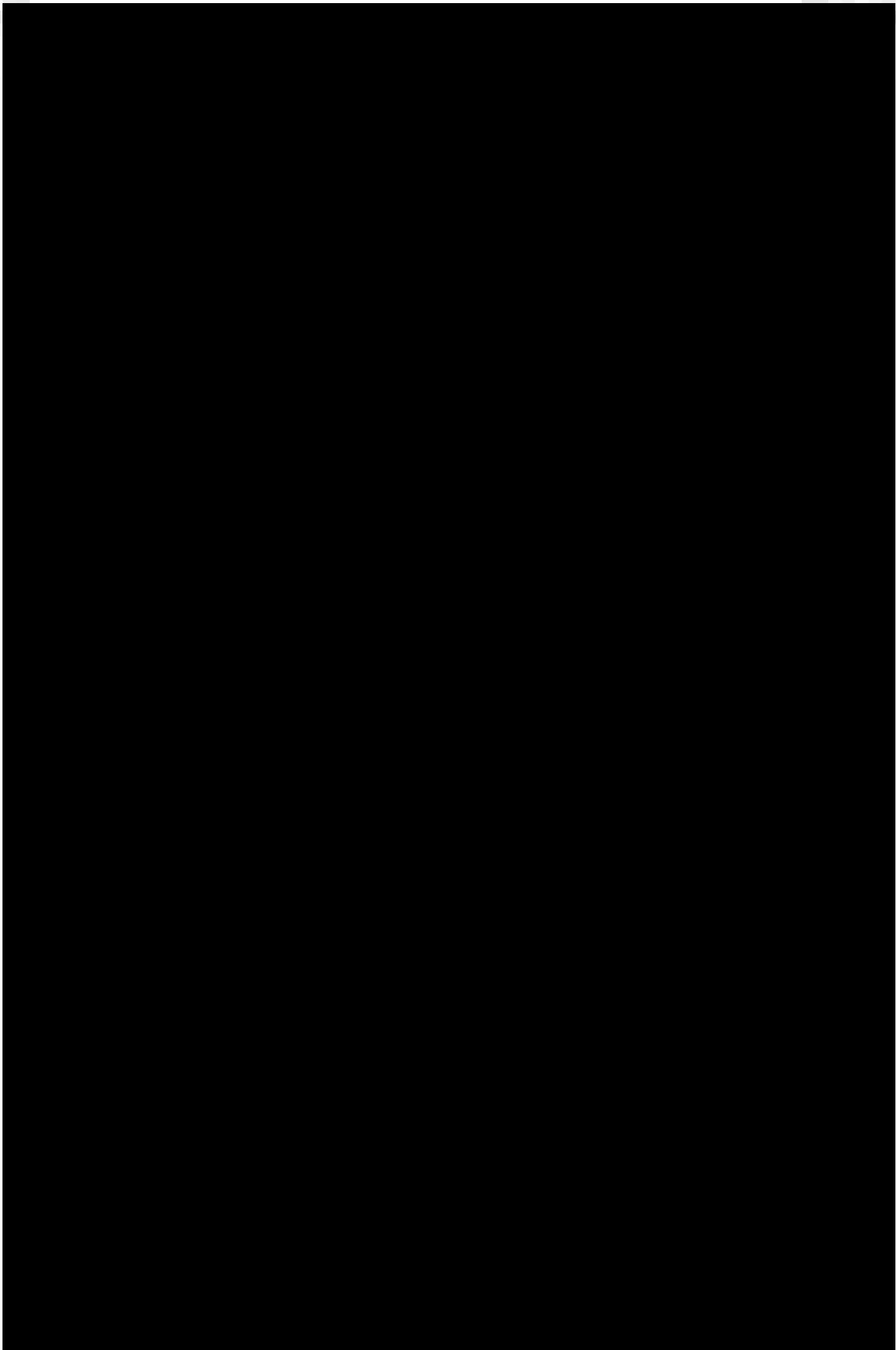


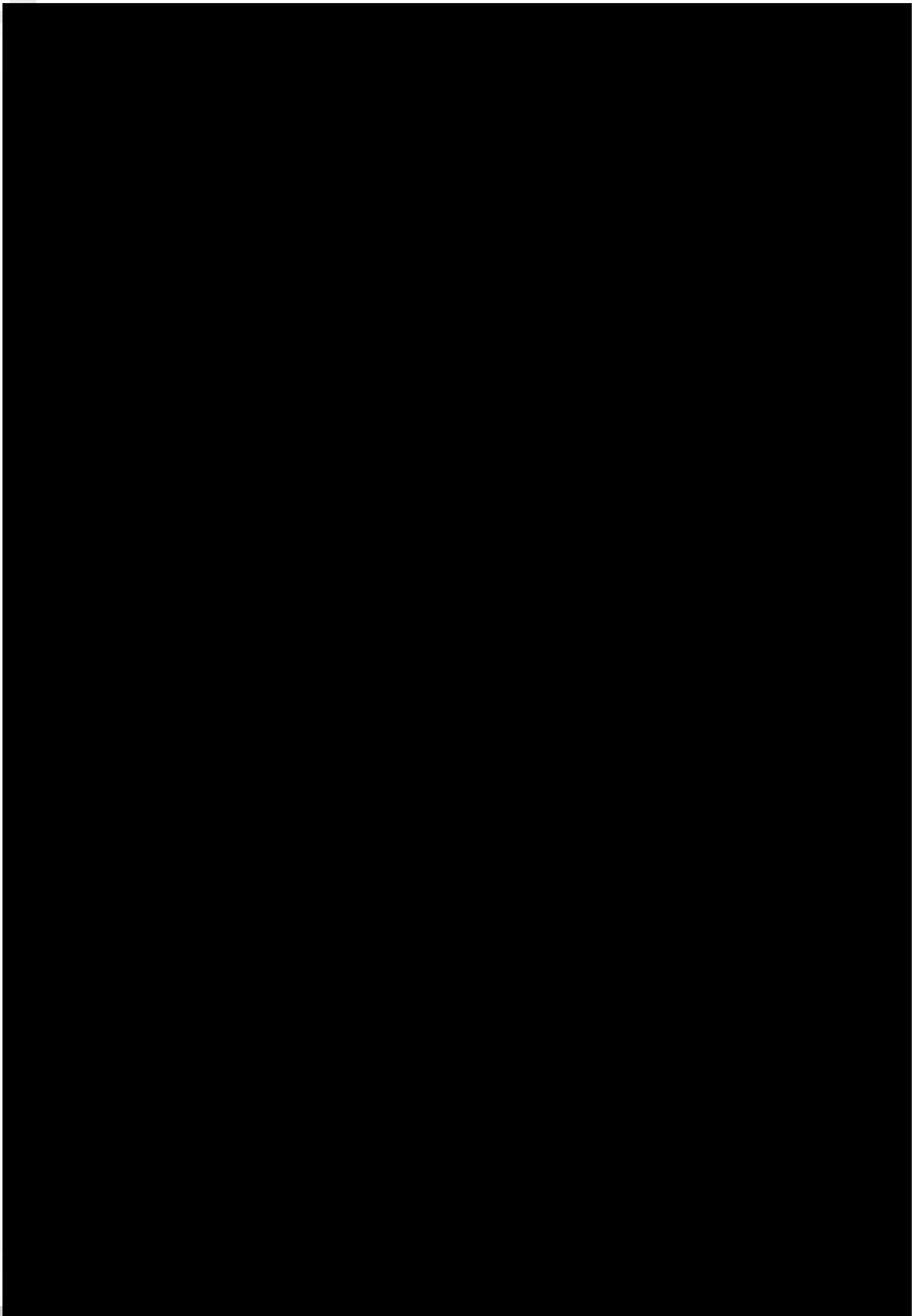


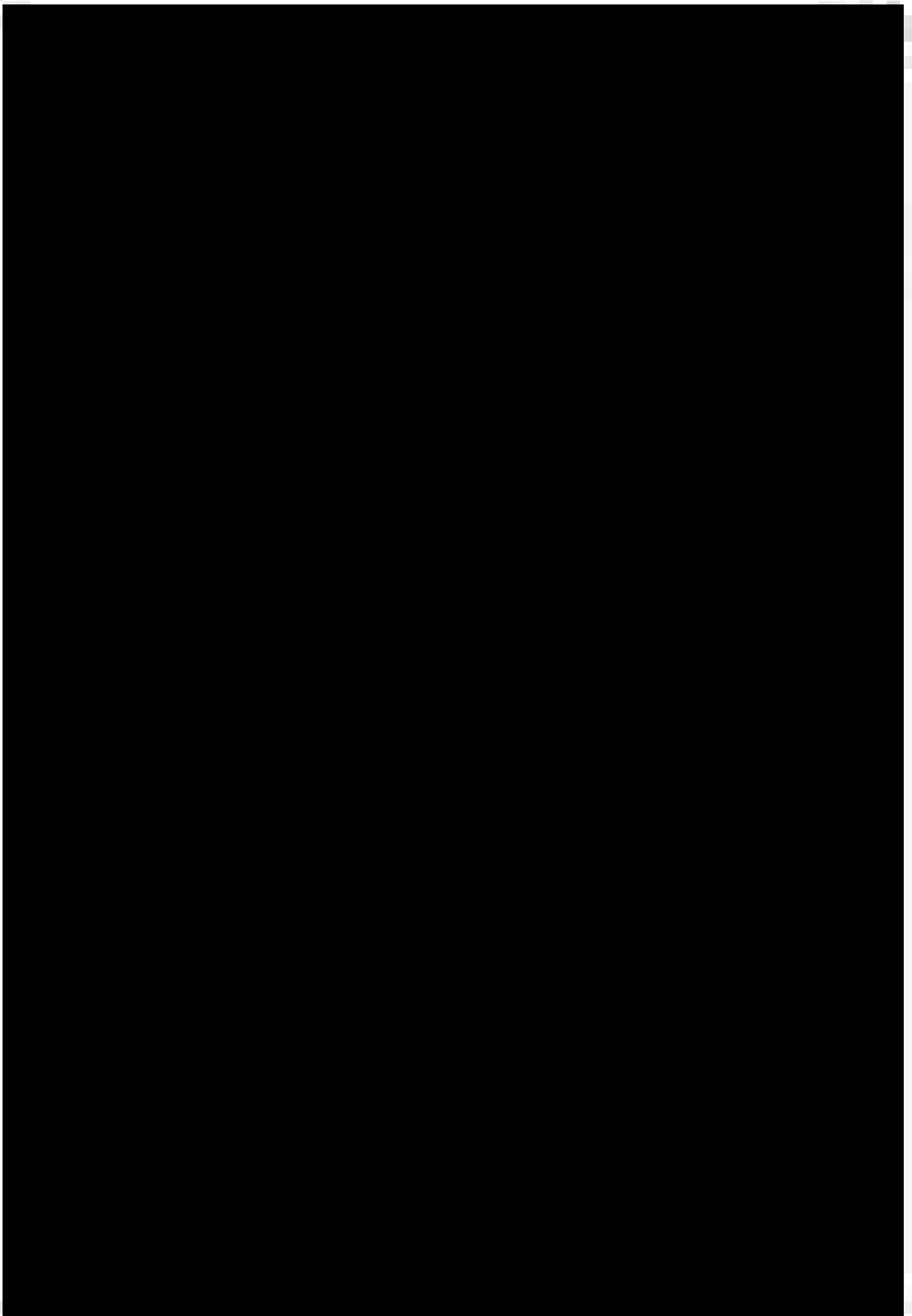


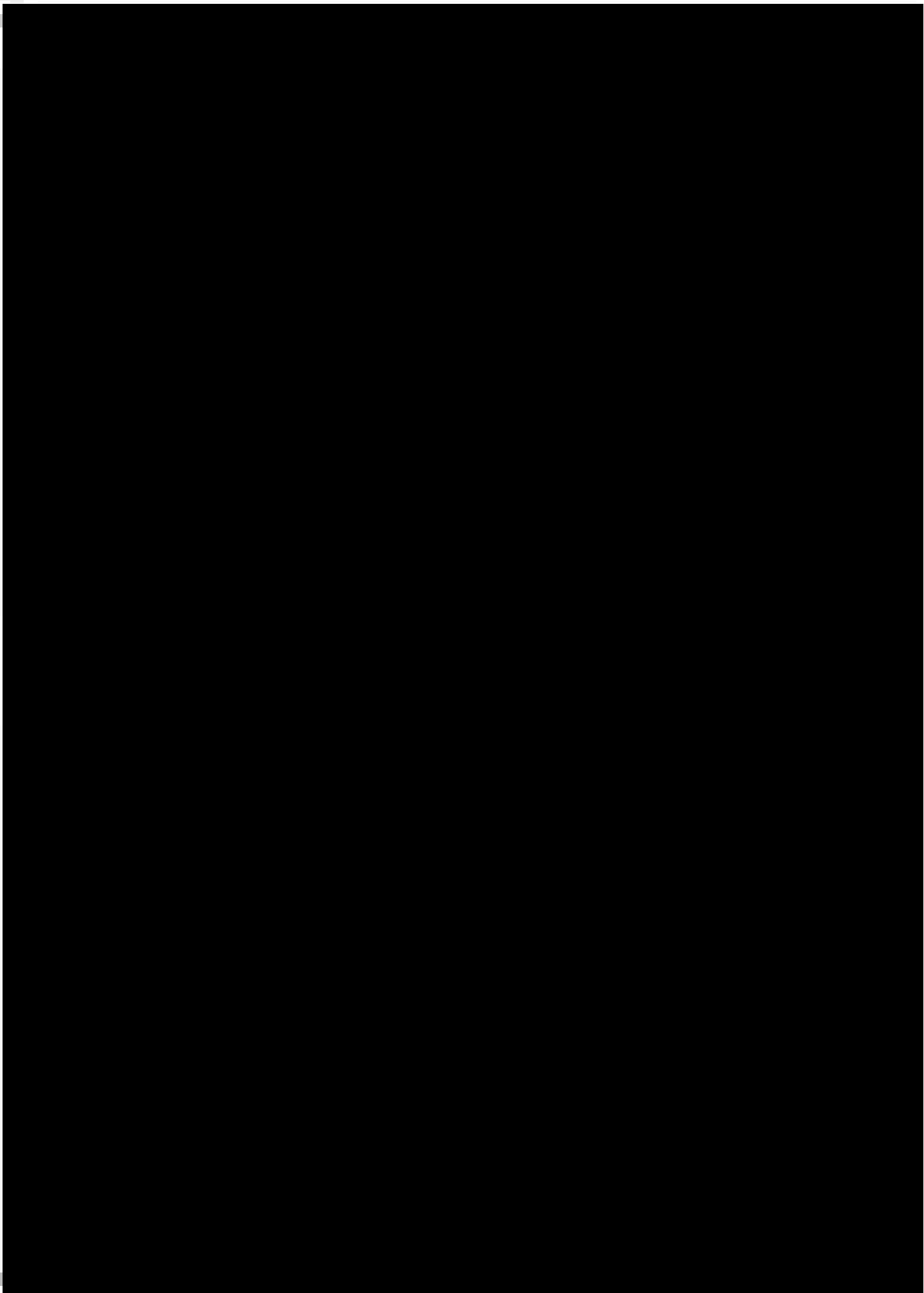


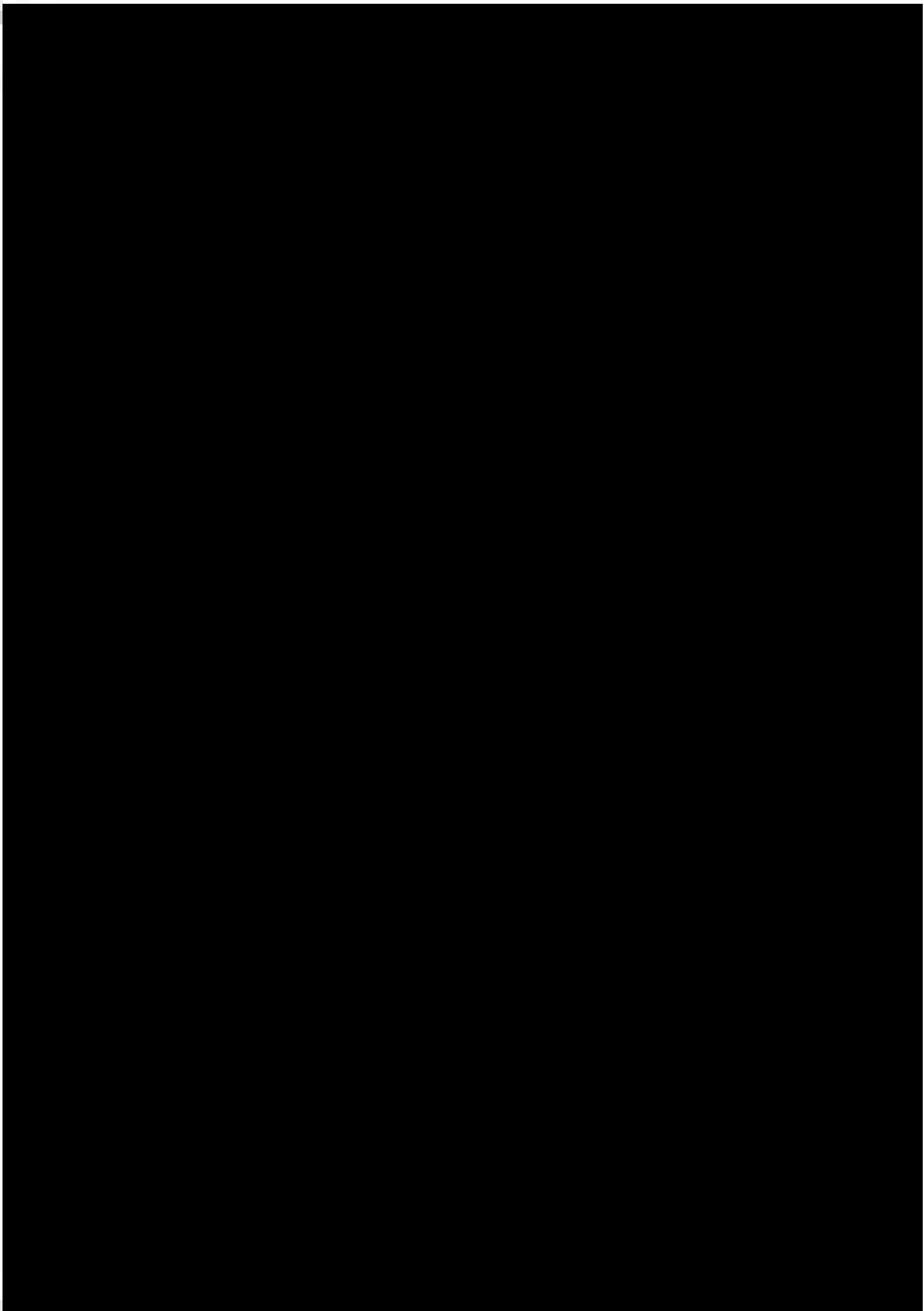


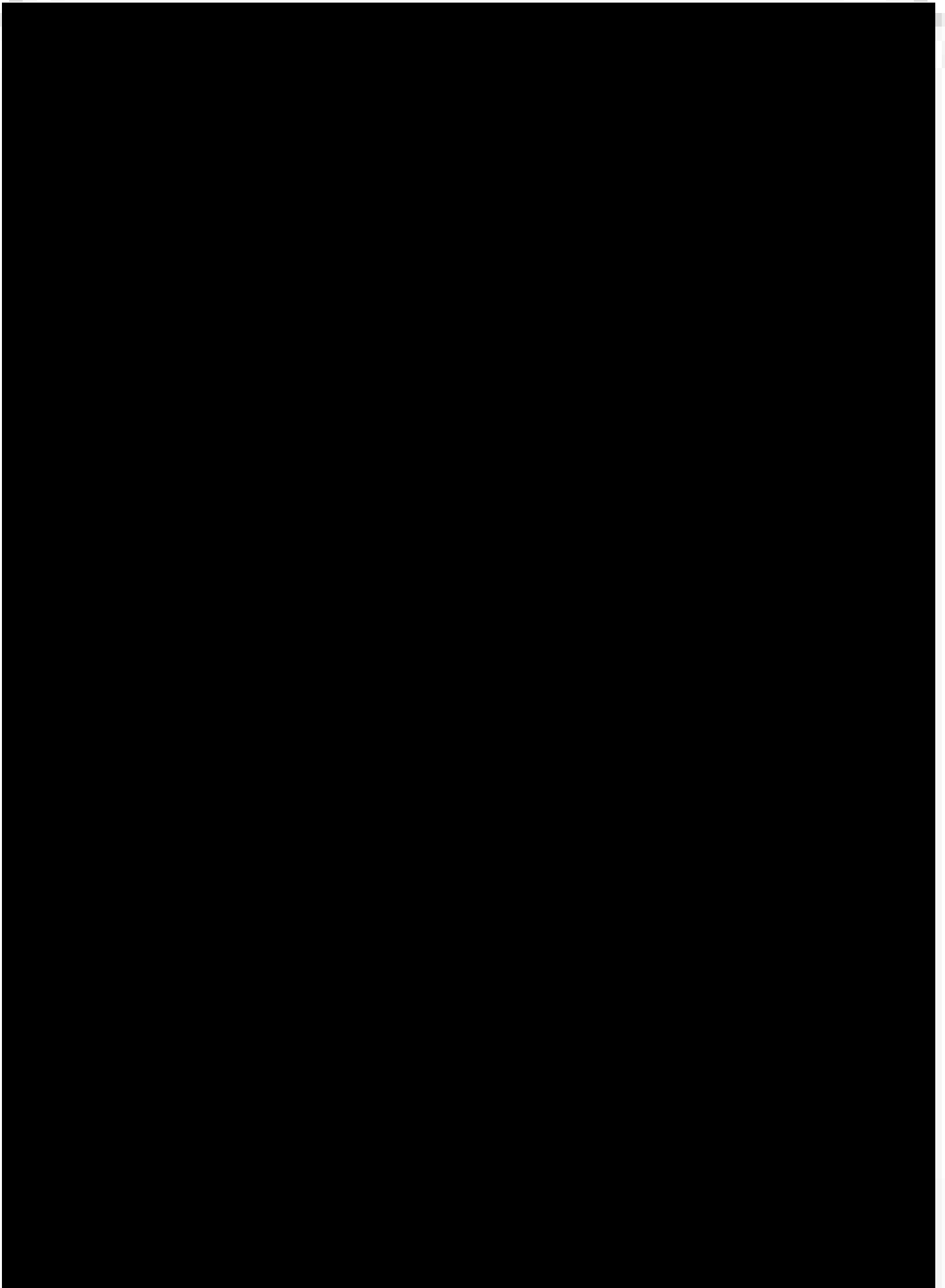


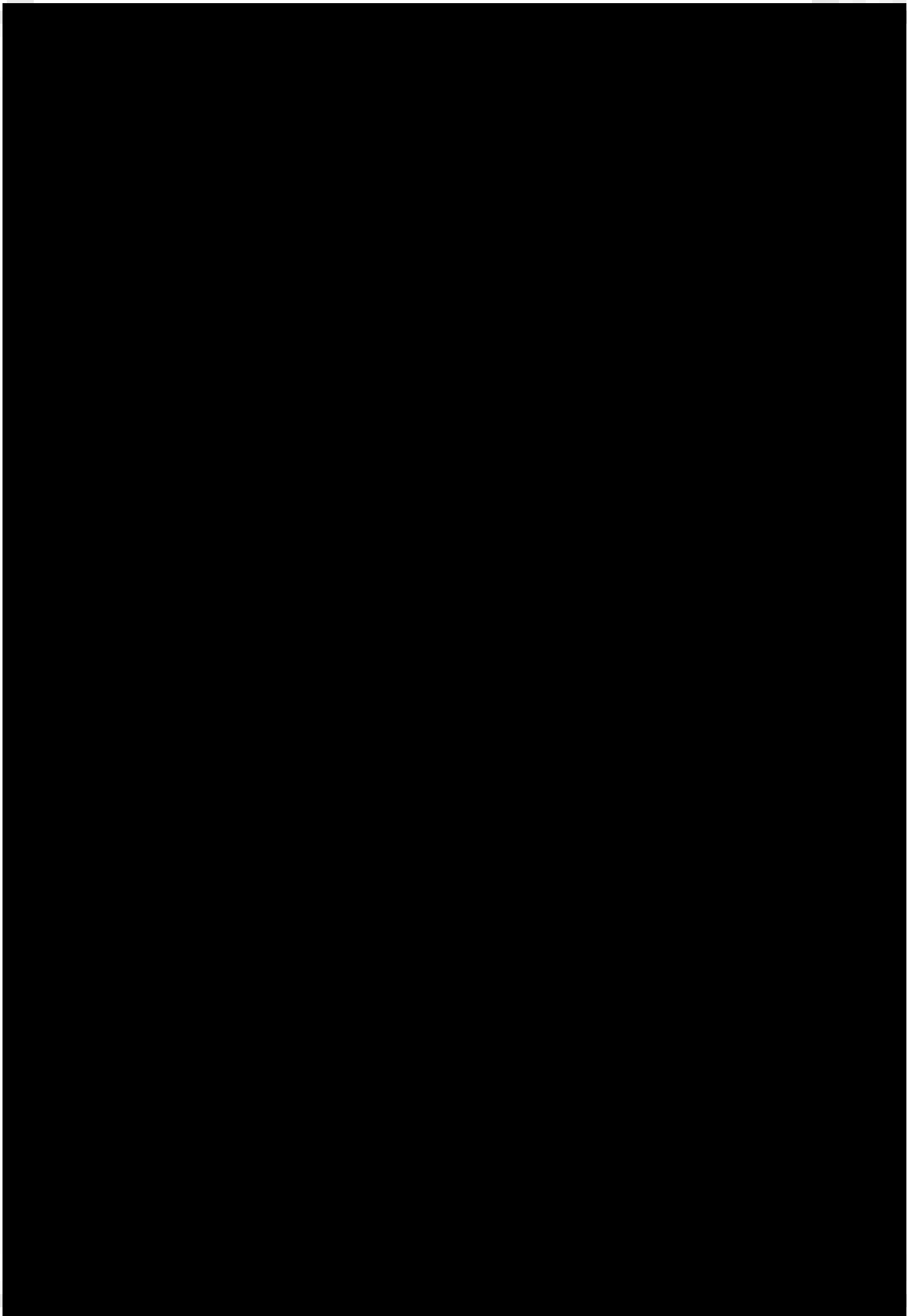


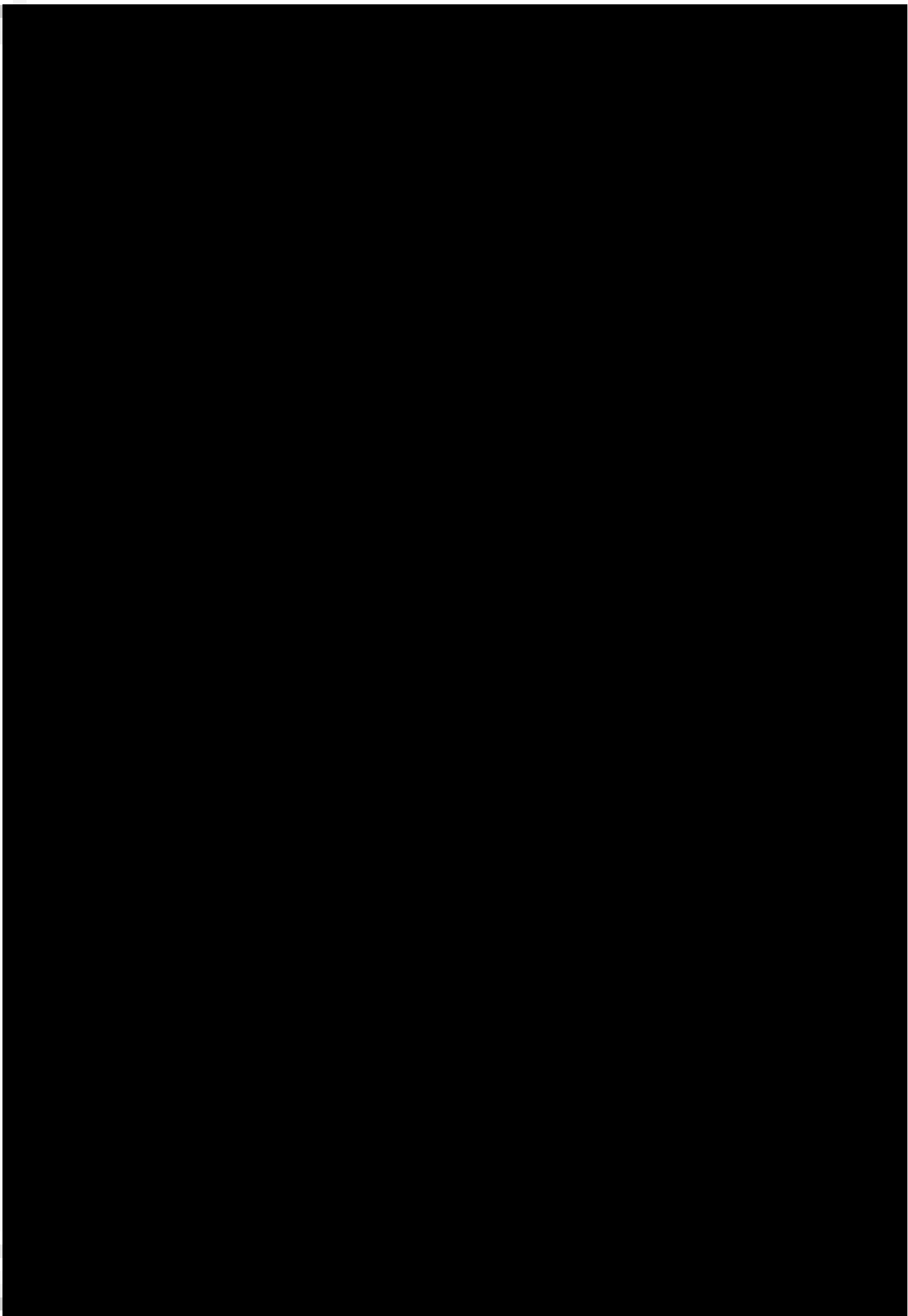


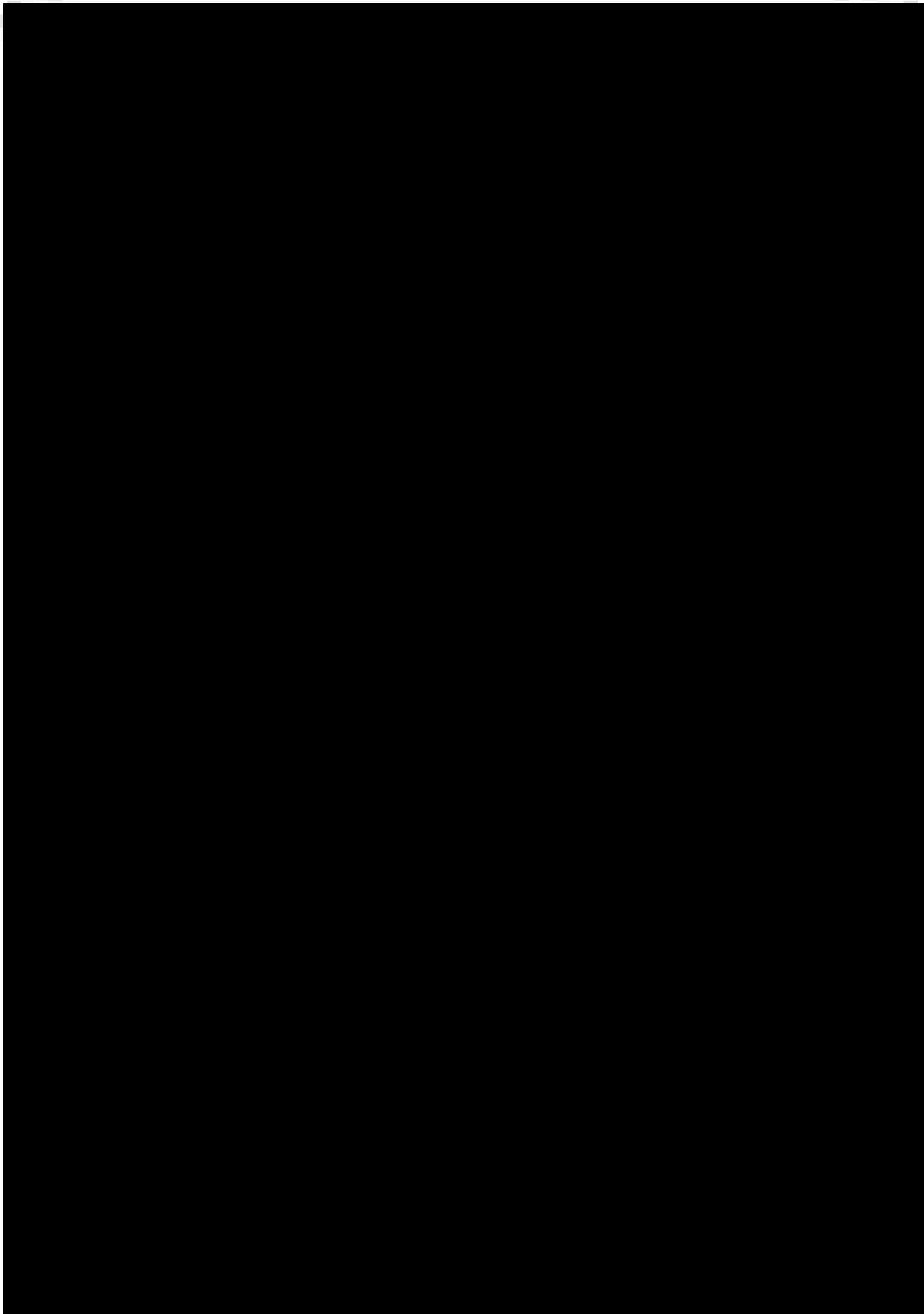


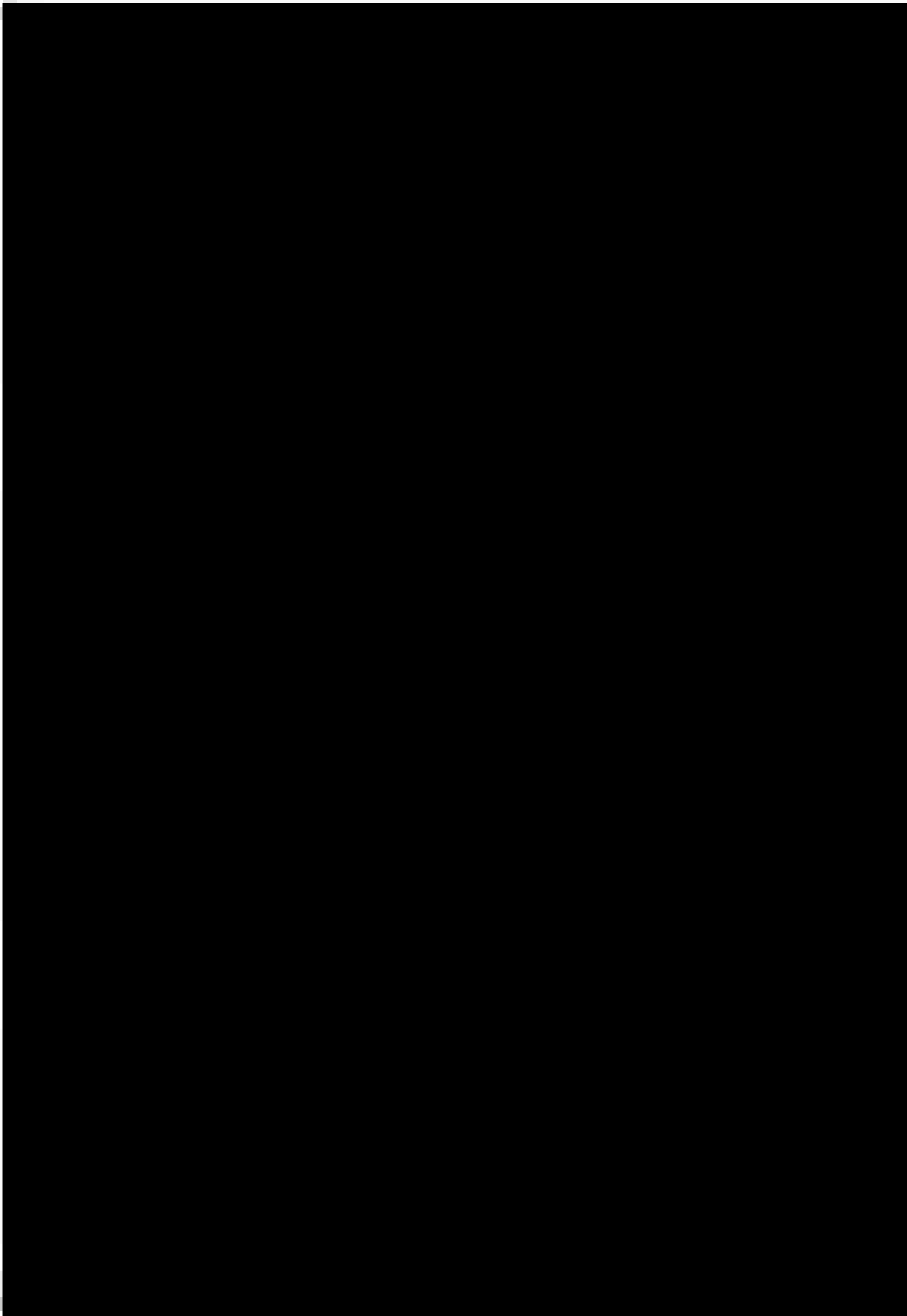


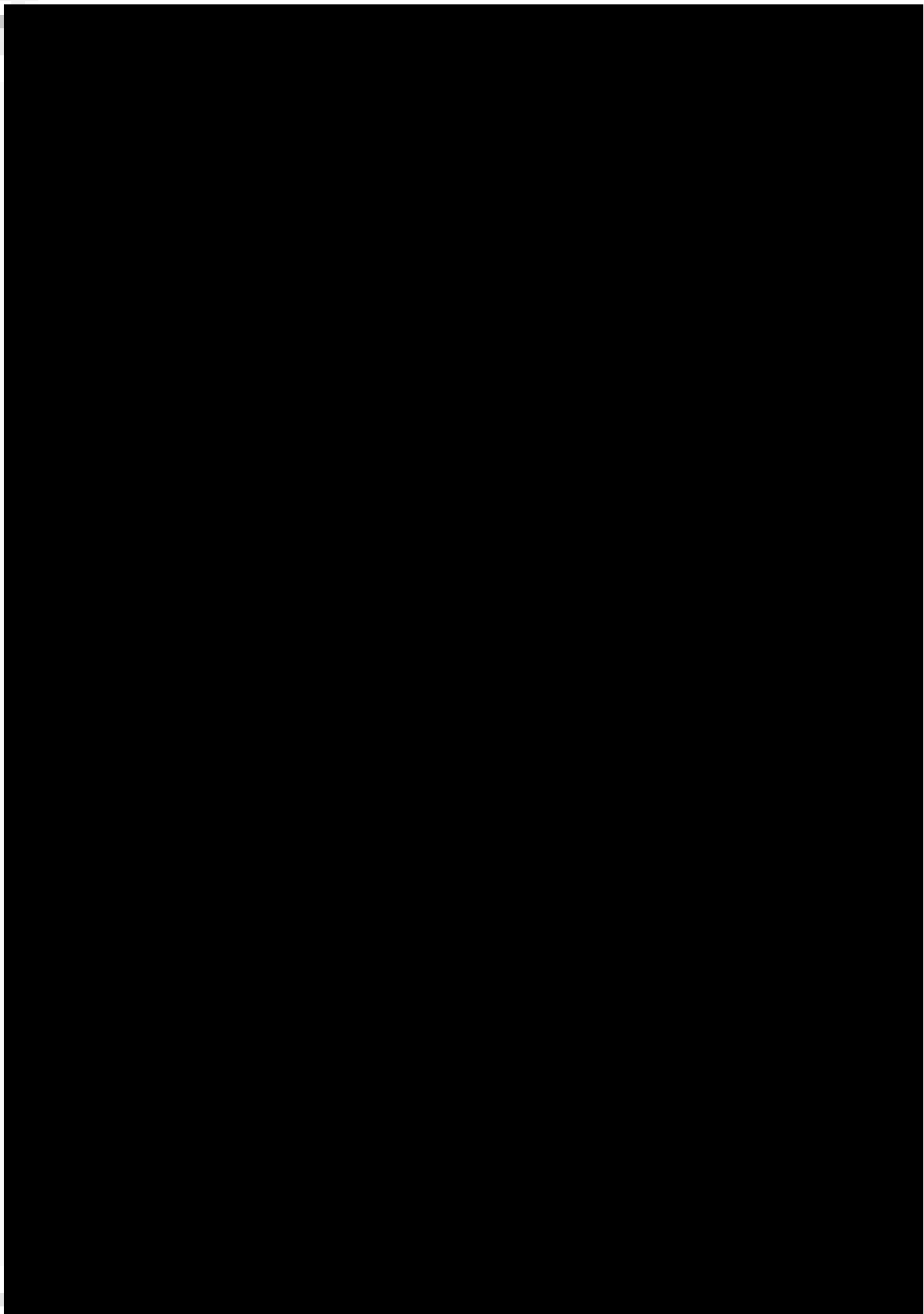


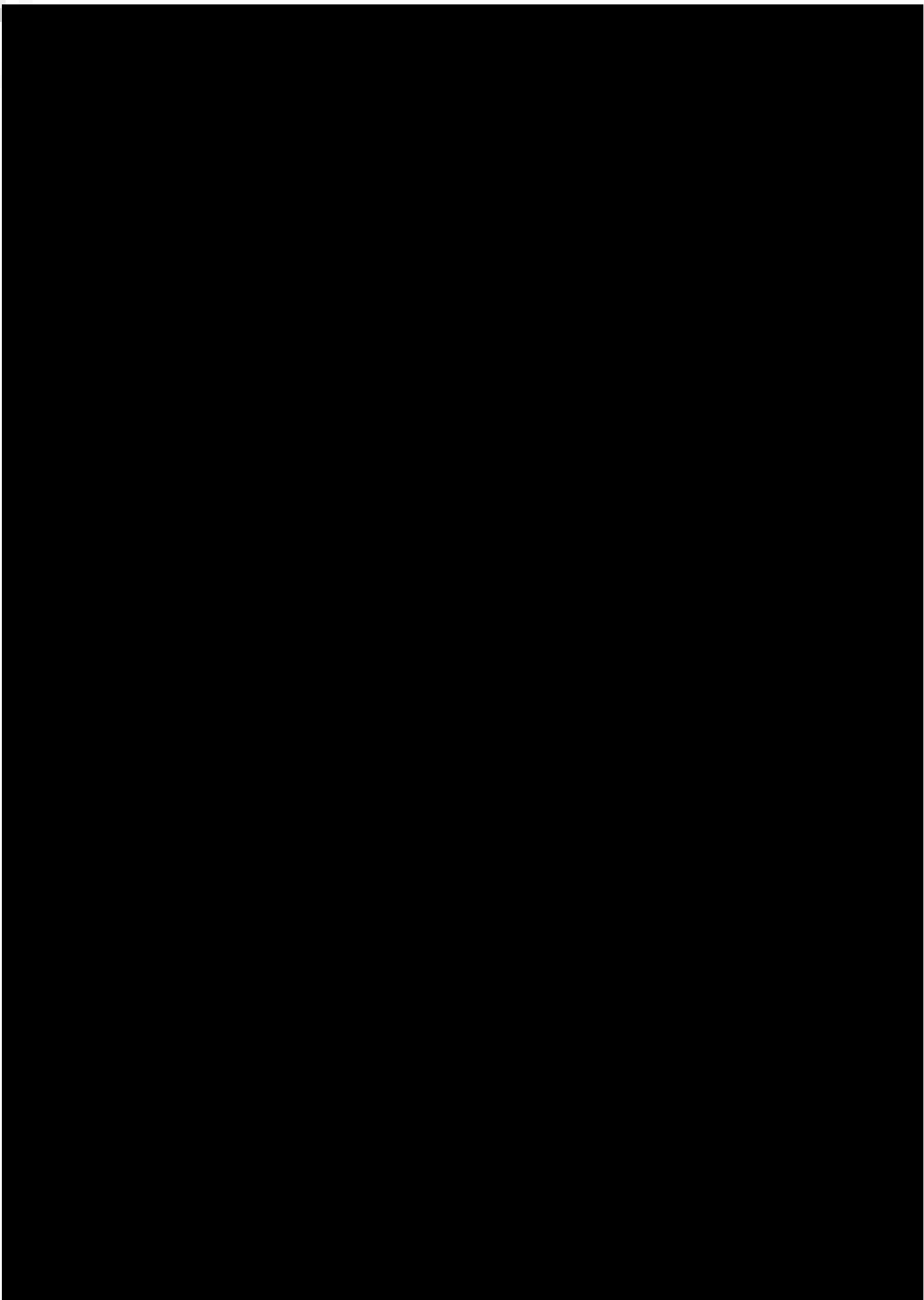


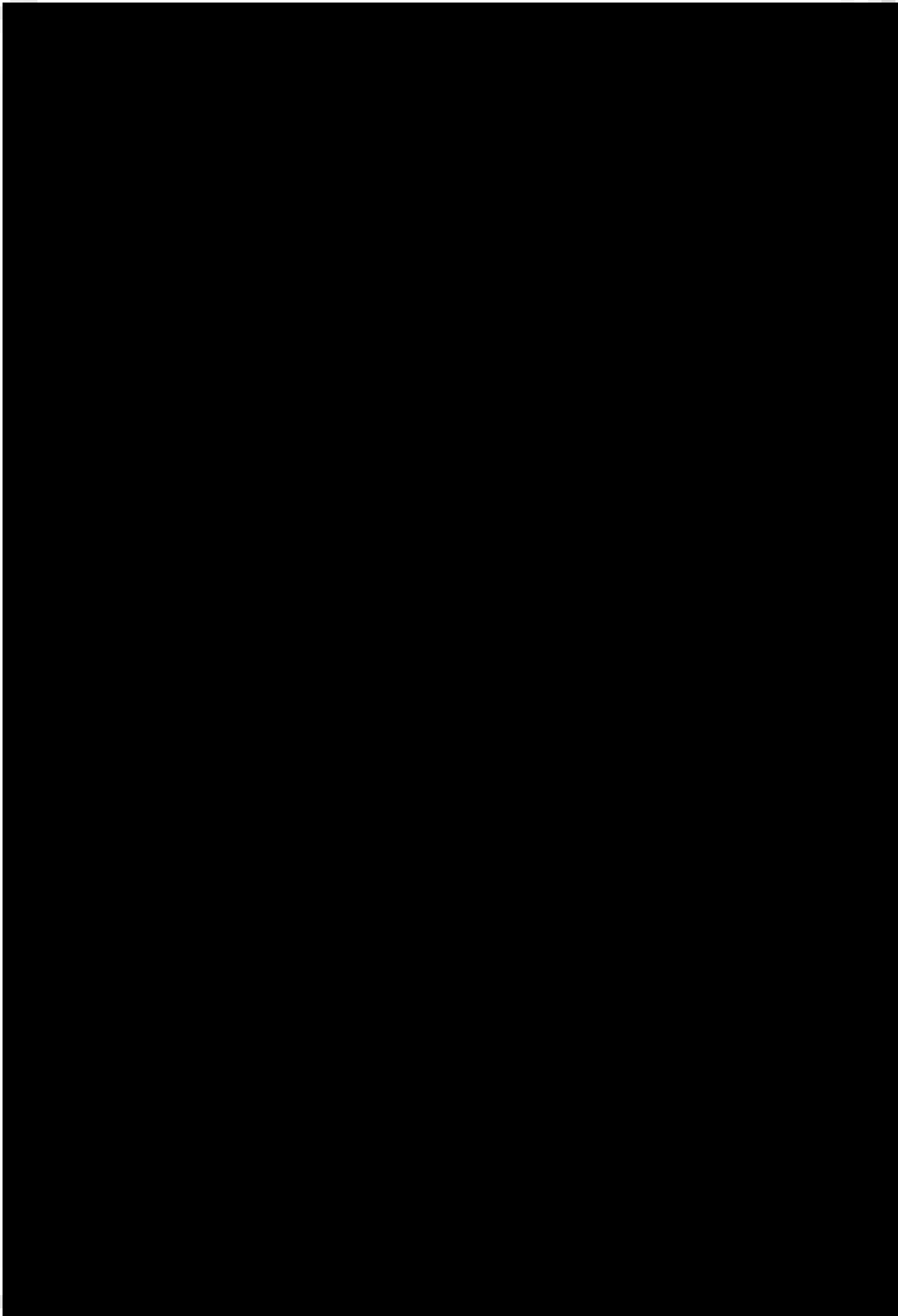


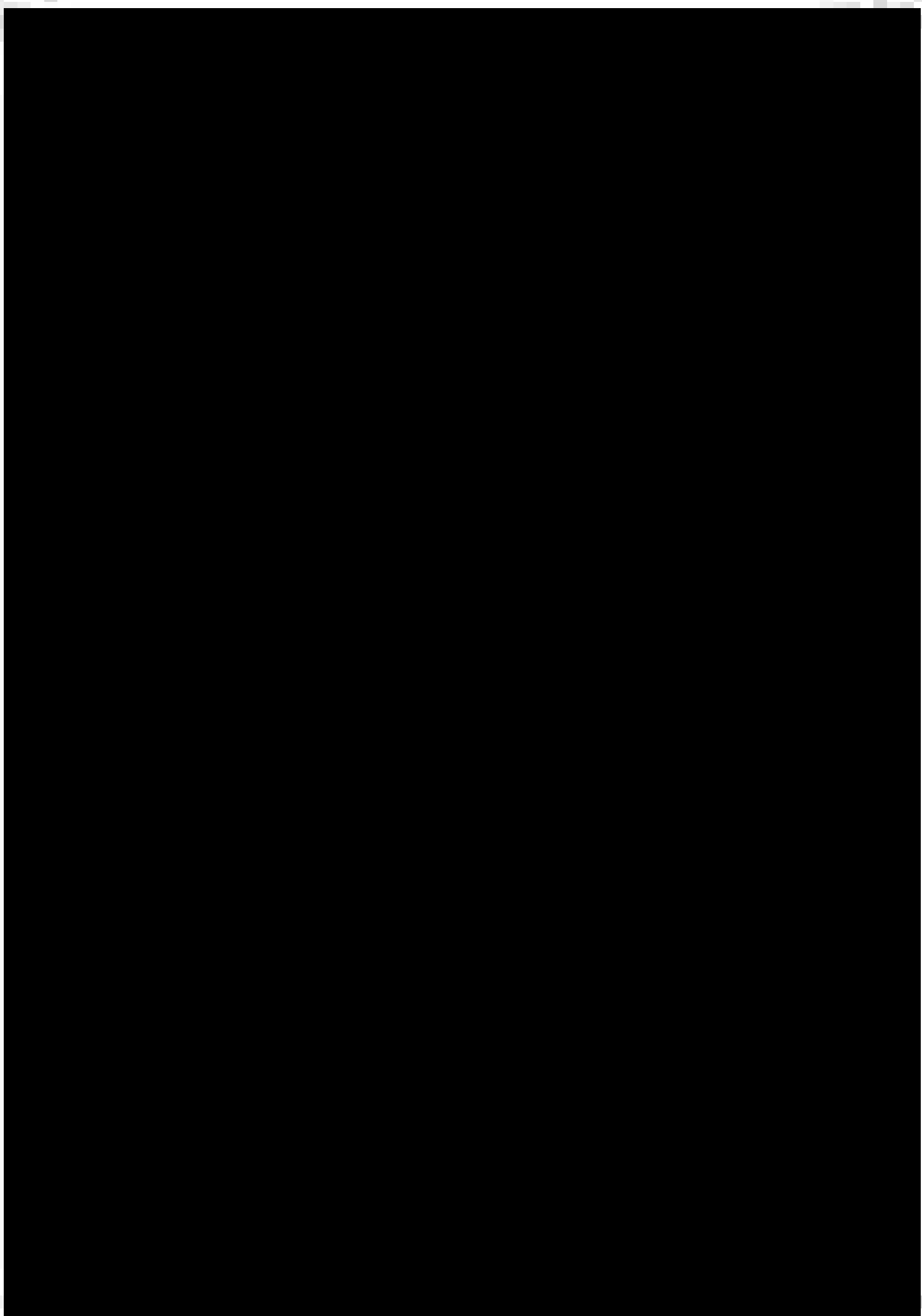


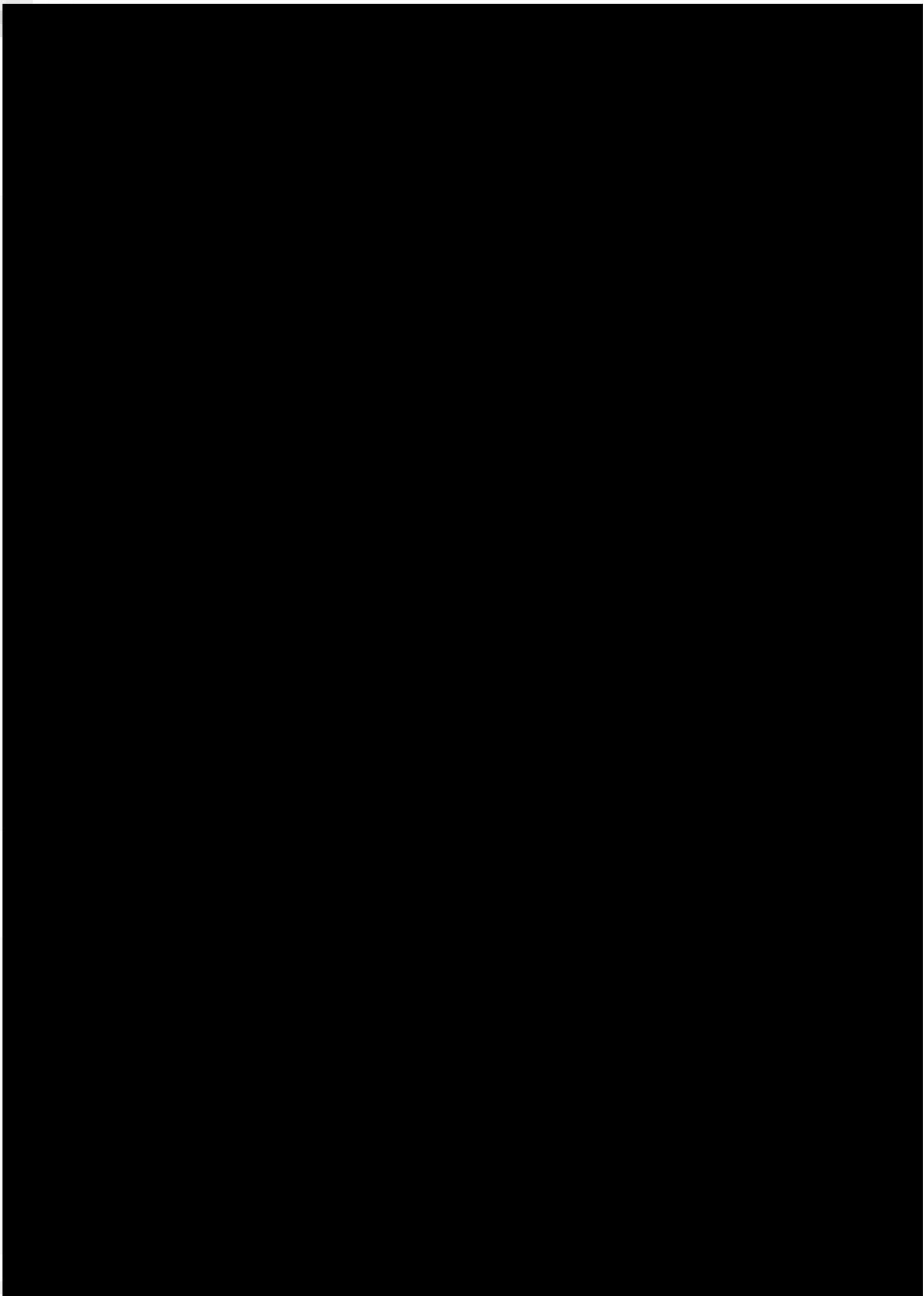














APPENDICES

These Appendices form part of the Agreement.

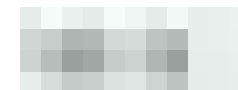
1 Scope of Services



PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY

SCOPE OF SERVICES (v.6.2)

No.:	Tasks*	lead party	support	duration **)	workdays
PART 0 - GENERAL PART					
GP 1.	Project management and steering (content-related)	planeground/Techniserv		29 wk	
	- Correspondence and information exchange between client and consultant team				
	- Communication and Organization of regular workshops / meetings between client and consultant team				
	- Supervision of team and tasks (according to project master schedule)				
	- Attendance at project meetings / management meetings (incl. Minutes of Meeting)				
GP 2.	Project administration (formal)	planeground	Techniserv	29 wk	
	- Billing and reporting to client				
	- Sub-consultant contracting and internal financial management				
	- Travel and accomodation bookings (visit to PRG)				
PART 1 - ANALYTICAL PART					
AP 1.	Inception / Compilation and Sighting of Project Information	all	all	1 wk	
	- Set-up of project organization / administration				
	- Organization & Execution of Kick-off session (PRG strategy; project goal; project frame; communication lines; meeting schedule) & sight visit in PRG				
	- Kick-off session incl. a) Clarification of the client's intention / overarching strategic goalsetting b) Description and interpretation of territorial / zoning limits				
	- Catalogue of required information / Questionnaire (submit to client + follow-up)				
	- Reading & Studying of basic material				
	- Preparation of a workable CAD planning basis of existing terminal infra (incl. adjacent infrastructure)				
AP 2.	Review / Analysis on ADPi Study Conclusions with respect to Passengert Terminal Developments (--> 2nd opinion)	planeground	Techniserv	3 wks	
	- Organization and execution of Workshop with Client (and relevant Users!) to gather feed-back from OPS- & Commercial perspective				
	- Review of a) Development concept (Masterplan level) b) Terminal floor plans 2040 (Terminal Planning Level)				
	- Review and evaluation of other relevant information and/or studies with relevance to the project				
	- Summary of findings & Discussion with client --> presentation and documentation				
AP 3.	Evaluation of conditions & capabilities of existing terminal infrastructure incl. capacity / demand analysis!	planeground	-	5 wks	
	- Computation of all relevant PAX/BAX-Peak hour figures (from 2017 flight schedule) --> existing PAX/BAX-Flow demand				
	- Computation of PAX aircraft handling peak (from 2017 flight schedule) --> existing demand of aircraft positions / gates				
	- Workshops with PRG ops / terminal management department for identification of insufficiencies / inefficiencies of current infrastructure				
	- Analysis of current processing / area capacity 2017 (existing terminal) IATA Methodology --> Check-In; Security; Emigration, Immigration; Bag-Reclaim; Bag Sorting; Gates (Bus and Contact).				
	- Analysis of 2040 PAX/BAX demand (based on flight schedule 2040 or assumptions on 2040 projection)				
	- Identification of current and future capacity constraints of existing PRG terminal infrastructure - related to PAX/BAX areas				
	- Analysis and evaluation of: a) Suitability of existing terminal security concept --> Preparation of thematic floor plans + descriptive analysis				
	- Analysis and evaluation of: b) Suitability of existing terminal commercial area concept --> Preparation of thematic floor plans + descriptive analysis				
	- Analysis and evaluation of: c) Suitability of existing functional terminal area configuration -> Preparation of thematic floor plans + descriptive analysis				
	- Appraisal and co-ordination of interaction of terminal development with respect to a) existing public area facilities --> Descriptive Appraisal with graphics				



PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY

SCOPE OF SERVICES (v.6.2)

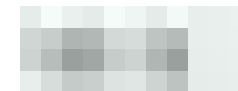
No.:	Tasks*	lead party	support	duration **)	workdays
	- Appraisal and co-ordination of interaction of terminal development with respect to b) transportation services --> Descriptive Appraisal with graphics				
	- Appraisal and co-ordination of interaction of terminal development with respect to c) ongoing and future development plans --> Descriptive Appraisal with graphics				
	- (reff to: 180612 Response to request for explanation Ad1)				
	Conceptual and principal analysis of technical installations in Terminal 2 that would be possibly affected by the terminal extension				
	- not included: Airtraffic forecast 2040 (to be provided by client)				
	- not included: Capacity / Demand analysis of infrastructure for airside and landside access				
AP	4. Critical Impact Analysis of ADPi Study recommendations pertaining to existing Terminal Infrastructure	planeground	Techniserv	2 wks	
	- Area and flow-analysis of ADPi development concept with focus on future changes for existing terminal --> Comparative diagrams (e.g. heat maps)				
	- Identification of functions and areas (in existing terminal) with considerable future shifts in utilization; Analysis of capacity and serviceability of these areas				
	- Assessment of effects on general applicability of ADPi conclusions. --> Presentation and Discussion with Client				
	- List of observations and recommended in-depth studies to be projected				
	- not included: detailed survey of existing conditions of building structure and technical installations incl. their adequacy with current regulations				
AP	5. Report of Analysis Part	planeground	all	2 wks	
	- Preparation of summary document of findings of AP2 - AP4				
	- Preparation and organization of endpresentation of Part 1				
PART 2 - DESIGN PART *					
A) CONCEPTUAL ELABORATION - (SKETCH DESIGN LEVEL / IN VARIANTS)					
DP/A	1. Design Proposals: Layout arrangements (i.e. Floor Plans)	planeground / C+K		9 wks	
	- Compilation of Design Base for Phase I and II --> PAX/BAX-Flow quantities; processes; area requirements; quality and technical standards etc. --> A4 doc				
	- Sketch Development Options (all possible variants) - depicting layer concept / processor allocation / approx. dimensions / main functional areas (for Phase II)				
	- Evaluation of sketches on main criteria as e.g. functionality, flexibility, cost effectiveness; phaseability etc.				
	- Workshop with client; Selection of preferred principle layout (layer concept, main processor allocation; functional areas) to further elaborate				
	- Elaboration and study on sub-variants at designated areas based on selected principle layout, Preparation of "model kit"				
	- Indication of functional / operational impact of selected concept to facilities outside of project frame (e.g. Terminal 1)				
	- not included: Elaboration of concepts to solve potential effects on facilities outside of project frame / zoning (see Annex C2)				
DP/A	2. Design Proposals: Functional schemes (i.e. Flows & Processes)	planeground / C+K		9 wks	
	- PAX/BAX-Flows Sketch Diagramms for most relevant options (Phase I and Phase II)				
	- Security concept diagramms (also indication of Schengen/Non-Schengen; clean; unclean, public area)				
	- Principles on commercial concept e.g. thematic sketch of high-quality dwell area vs "lower-cost" processing & circulation area				
	- Study on phasing of developments for flexibel adaptation of terminal infrastructure according to demand (in presentation form)				
	- not included: Functional schemes of Flows & Processes etc. outside of project frame / zoning (see Annex C2)				
DP/A	3. Design Proposals: Architectural Design (i.e. exterior & interior spatial design)	C+K	planeground	9 wks	
	- Study on urban and architectural context of terminal (incl. consideration of future plans of landside plaza / station etc) --> presentation				
	- Study on existing airport architecture design (exterior & interior); general configuration and historic development				
	- Elaboration of aspiration, principles, elements, style & form language that should characterize future PRG terminal architecture				



PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY

SCOPE OF SERVICES (v.6.2)

No.:	Tasks*	lead party	support	duration **)	workdays
	- Study on sustainability concept (e.g. energy efficiency; CO2 neutrality; materials and life-cycle usability etc) - valuable input and recommendations in this regard will be provided to the Design Team by subcontracted partner "Ökotec".				
	- Sketches of exterior shapes of terminal expansion; embedded in existing building formation --> hand sketches (also isometric)				
	- Sketches of interior space & design concepts / ideas --> preparation of hand sketches (also isometric)				
	- Study on colours & materials for interior & exterior design				
	- Preparation of a design guideline for exterior and interior design (under consideration of its architectural and urban context) --> presentation for decision workshop				
	- not included: Exterior and interior design outside of project frame / zoning (see Annex C2)				
DP/A	4. Workshop and Evaluation of options / Selection of preferred options	planeground	all	1 wk	
	- Organization and execution of Workshop and final selection of basic concept 2040 for further elaboration				
	- Preparation of presentation as decision basis document				
B) FURTHER ELABORATION OF SELECTED PROPOSAL - CAD-LEVEL / PRINCIPLE DETAILS					
DP/B	1. Elaboration on terminal functionality (calculations, plans, schemes)	planeground	all	10 wks	
	Calculation of functional area dimensions & processor quantities (indicative programme of requirements)	planeground	-		
	- Definition of parameters for PAX/BAX-Flow demand calculations (in consultation with client / workshop) - e.g. ratio self-service check-in; number bags/Non-EU PAX; etc.				
	- Calculation of PAX/BAX-Flows in design peak-hour for Phase I (20??) and Phase II (2040) at main processors and functional areas of Terminal 2 extension				
	- Facility sizing computation to determine number of: Check-in counters (conventional, kiosk, Self-service); Security control lanes (for dep. and transf. PAX), emigration & immigration booths incl. easy-pass (for dep. and transf. PAX); US-departure screening; gates (contact- and busgates); number and length of baggage reclaim belts (inbound) and baggage make up carroussels (outbound).				
	- Facility sizing computation to determine area demand for: Check-in hall incl. queuing; Security control incl. queuing area; Emigration & imigration incl. queuing; Transfer control; customs control; Gates; Baggage reclaim hall, Baggage handling area,				
	- Revision of additional requirements provided by client to be considered in design				
	- Coordination and consideration of requirements at interface with adjacent facilities in public area / dedicated for transportation services				
	- Summarization of set of requirements as basis for design study (= indicative programme of requirements) --> approved A4 doc				
	- not included: Stake-holder interviews; collection of comprehensive set of user demand requirements				
	- not included: compilation of comprehensive programme of requirements for the project design.				
	Review of ADPi Airside / Apron Concept (related to Terminal 2 developments)	planeground	C+K		
	- Evaluation and commenting on ADPi apron concept (layout of aircraft positioning and adjacent manoeuvring area)				
	- Study on compatibility of ADPi apron concept in relation to proposed terminal concept				
	- not included: new apron design configuration and concept planning adjusted to T2 design				
	- not included: evaluation of ADPi level concept; dewatering concept; direct aircraft supply and handling installations				
	Functional Schemes (CAD planning / diagrammes):	planeground	C+K		
	- Plans showing Flows of PAX & Bax, Goods and Staff --> set of plans of all levels				
	- Security concept plans indicating areas relevant to security, border control, customs control				
	- Elaboration of service and supply concept				
	- Elaboration of commercial concept (Retail, Food & Beverage, BC-Lounges)				
	- not included: preparation of schematic plans and diagramms for areas outside of project frame / zoning				



PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY

SCOPE OF SERVICES (v.6.2)

No.:	Tasks*	lead party	support	duration **)	workdays
	Construction phasing concept	planeground	Techniserv		
	- Identification of possible access and available area for building site (input from client because focus area is "out of project frame / zoning") - both Phases I & II				
	- Preparation of graphics showing consecutive progress of building works with closed-off areas and interim operational concept - both Phases I & II				
	- not included: construction phasing of airside and landside works incl. alignment with terminal construction				
	- not included: elaboration on building site logistics; any concept related to "outside the project frame / zoning"				
DP/B	2. Architectural Design Concept (CAD & 3D model)	C+K	planeground	13 wks	
	Elaboration of Floor Plans; Sections and Elevations	C+K	planeground		
	- Determination of structural grid and floor level heights				
	- Elaboration of Floor Plans (all levels and 2 phases) --> A0 CAD Plans				
	- Execution of workshops to discuss floor plan concepts				
	- Elaboration of typical sections and elevations (2 per phase = in total 4 sections and 4 elevations) --> A0 CAD Plans				
	- Development of 3D modell as basis for quick isometric views and 3D renderings				
	- not included: reciprocal "cost cap driven" design iterations				
	Exterior design / Facade concept (material, finishes, principle details)	C+K	planeground		
	- Study on Facade concept (in variants) with materials colours, finishes - exemplary details, sections				
	- Preparation of presentation for decision making by client on facade principles and exemplary details				
	- Execution of workshops to discuss exterior design concepts				
	(reff to: 180612 Response to request for explanation Ad4)				
	Evaluation of the exterior and facade design related to the matter of sun/heat gains or losses				
	- not included: detailed calculations and planning on sunprotection, cleaning system, climatization, glare, radar reflection etc				
	Interior Design Concept (e.g. exemplary details, materials and furniture)	C+K	planeground		
	- Determination of typical materials, colours finishes and furniture in gate area				
	- Determination of typical materials, colours, finishes, furniture and shop facade in retail area				
	- Interim presentation incl. "mood-boards" and typical interior 3D renders (= in medium quality resolution) for decision making by client.				
	- Execution of workshops to discuss interior design concepts				
	- not included: detailed commercial concept & shop design (subject to type of concessionaire)				
	- not included: Lounge interior design (subject to concessionaire)				
	Preparation of Cost Estimation	C+K	planeground		
	- Floor area calculations (for 2 phases); Determination of the unit cost / sqm terminal (assumed in consultation with client)				
	- Execution of workshop with regards to cost calculations				
	- Cost calculation and presentation --> xls-Format				
	(reff to: 180612 Response to request for explanation Ad 5)				
	Estimated cost calculations executed on differentiated terminal zones (sqm x differentiated unit price)				
	- not included: detailed cost calculation				
	Preparation of 3D model	C+K	-		
	- Establishment of 3D model of Terminal 2 development project (2 phases)				
	- not included: 3D modelling of areas outside of project frame / zoning (see Annex C2)				



PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY

SCOPE OF SERVICES (v.6.2)

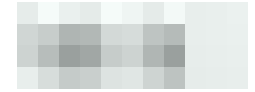
No.:	Tasks*	lead party	support	duration **)	workdays
DP/B	3. Technical operability studies ('feasibility' level)	Techniserv	-	7 wks	
	Structural principles (feasibility)	Techniserv	C+K		
	- Determination of load assumptions				
	- Execution of workshop to discuss structural principle solutions				
	- Elaboration on construction principles of bearing structure, stiffening concept and foundation at 2 typical cross-section of new T2 building (1 x pier; 1 x core building)				
	- Elaboration on feasible structural connection at junction to existing Terminal 2				
	- Short report on proposal of viable principles for structural system concept for new Terminal 2 buildings				
	- not included: comprehensive calculation of entire structure; detailed calculation on dimensioning (other than "rule of thumb"; "quick-scan dimensioning")				
	- not included: a) Detailed investigation of bearing capacities of existing Terminal 2 structure b) in-depth consideration of soil & ground water engineering				
	- not included: Possibly necessary adaptations on existing terminal structures induced by new project developments; The underlying assumption of proposal is: existing building structures & systems can be retained.				
	HVAC principles (feasibility)	Techniserv	C+K		
	- Determination of heating/cooling demand assumptions for new Terminal 2 developments				
	- Execution of workshop to discuss HVAC principle solutions				
	- Elaboration on principles of HVAC concept for new T2 developments at typical locations (1 x pier; 1 x core building) / area requirements for new HVAC system				
	- Evaluation of compatibility of new HVAC system at junction existing / new Terminal 2; elaboration of possible constraints and viable principles for solutions.				
	- Short report on proposal of viable principles for HVAC system concept				
	(reff to: 180612 Response to request for explanation Ad 1)				
	Conceptual principles and rough dimensioning of respective technical area reservations on floor plans				
	Concept of necessary adaptations to be made at interfaces between existing and extended HVAC structures				
	New load assumptions for HVAC installations in existing T2 areas affected by the terminal extension				
	- not included: comprehensive calculation and dimensioning of entire HVAC system (other than "rule of thumb"; "quick-scan dimensioning")				
	- not included: a) Detailed investigation of existing Terminal 2 HVAC system capacity b) consideration of system components outside project frame / zoning				
	- not included: Possibly necessary adaptations on existing terminal structures & technical systems outside of project zone induced by new project developments.				
	Mechanical & Electrical principles (feasibility)	Techniserv	C+K		
	- Determination of M&E demand assumptions for new Terminal 2 developments				
	- Execution of workshop to discuss M&E principle solutions				
	- Elaboration on principles of M&E systems for new T2 buildings / determination of area requirements for M&E systems				
	- Short report on proposal of viable principles for M&E system concept for new Terminal 2 buildings				
	(reff to: 180612 Response to request for explanation Ad 1)				
	Conceptual principles and rough dimensioning of respective technical area reservations on floor plans				
	Concept of necessary adaptations to be made at interfaces between existing and extended M&E structures				
	New load assumptions for M&E installations in existing T2 areas affected by the terminal extension				
	- not included: comprehensive calculation of entire structure; detailed calculation on dimensioning (other than "rule of thumb"; "quick-scan dimensioning")				
	- not included: Detailed investigation of existing Terminal 2 M&E capabilities				
	- not included: Possibly necessary adaptations on existing terminal structures & technical systems outside of project zone induced by new project developments.				



PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY

SCOPE OF SERVICES (v.6.2)

No.:	Tasks*	lead party	support	duration **)	workdays
	Fire fighting and rescue principles (feasibility)	Techniserv	C+K		
	- Proposal of fire compartments in new T2 buildings				
	- "Quick-scan study" on principles of fire-extinguishing, smoke outtake, and rescue concept				
	- Evaluation of fire-fighting & rescue solutions at interface existing / new T2 buildings				
	- Short report on proposal of viable principles for fire fighting & rescue concept in new Terminal 2 buildings				
	(reff to: 180612 Response to request for explanation Ad 1)				
	Concept of necessary adaptations to be made at interfaces between existing / extended building structures				
	- not included: comprehensive concept for entire project; detailed calculation on dimensioning (other than "rule of thumb"; "quick-scan dimensioning")				
	- not included: Possibly necessary adaptations on existing terminal structures & technical systems outside of project zone induced by new project developments.				
	Baggage System concept (feasibility)	Techniserv	C+K		
	- Determination of System capacity demand T2 (make-up carroussels; break-down belts, sorting capacity; odd-size; early baggage) - depending on client input				
	- Execution of workshop to discuss Baggage Handling concept solutions				
	- Elaboration of area and facility demand / BHS requirements incl. "quick-scan" of extendability of existing BHS				
	- Short report on proposal of viable extension of BHS in T2				
	- not included: comprehensive concept design for entire BHS of T2				
	- not included: Detailed studies on overall functionality and operability of total baggage handling at PRG terminal with respect to possibly split BHS areas (T1 & T2).				
DP/B	4. Preparation of photo-realistic 2D+3D renders	C+K	-	2 wks	
	- Production of 3 interior & 3 exterior 3D high-resolution renderings (perspective selected in consultation with client)				
C) VERIFICATION OF STRUCTURE CAPABILITIES					
DP/C	1. Dynamic PAX-Flow Simulations	planeground	-	5 wks	
	Definition of basic assumptions & input parameters (planning horizon Zone I & Zone II)	planeground	-		
	- Identification of critical areas and planning horizon to be simulated (in consultation with client) / preparation of questionnaire reg. required input parameters				
	- Definition of PAX-Flow and planning horizon scenario (peak-hour) to be simulated - from future flight scedule (forecast) to be provided by client				
	- Workshop with client to determine all parameters / reported in document of "basis for 7 simulations"				
	Simulation of 7 terminal processes (e.g. Check-in; Security, Passport, Bag reclaim etc.) 2040	planeground	-		
	- Development of 3D modell of relevant areas using Arcport Software by Transoft				
	- Compilation and running of 7 simulations using Arcport Software by Transoft				
	- Interpretation of results and presentation to client				
	- production of max 2 avi streams of simulations scenarios for final project presentation				
DP/C	2. Report of Design Part	planeground	all	2 wks	
	- Preparation of summary document of findings of DP/A1 - DP/C1				
	- Preparation and organization of endpresentation of Part 2				



PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY

SCOPE OF SERVICES (v.6.2)

No.:	Tasks*	lead party	support	duration **)	workdays
	<i>(ref to: 180612 Response to request for explanation Ad 2, 6, 10)</i> <i>Evaluation of sustainability concept verifying the selected proposal for terminal extension</i> <i>Rough calculation of presumed complex energy and media building consumptions related to the selected proposal for terminal extension</i> <i>Evaluation of fulfilling the international aviation regulations within the selected proposal</i>				

*) the offered design works comprise of studies on a "pre-design" level, which is not comparable -neither in extent nor in detailing- with the traditional architectural services of "a schematic design" (or "preliminary design"). The building design works ranging from "schematic (resp. preliminary) design" to "final design" and "detailed design / execution drawings" are assumed to constitute a separate project subsequent to this study.

LIST OF DELIVERABLES

PRAGUE AIRPORT PASSENGER TERMINAL - DESIGN STUDY					
1.	Report / Summary Document of Part I - Analytical Part (1 x Hard-Copy / Digital files of Report)				
2.	Report of Terminal Design Study of Part II - Design Part (1 x Hard-Copy / Digital files of Report and Drawings)				
3.	6 x Renders of Terminal Design (One Set of A1-Posters in Hard-Copy / Digital files)				
4.	ArcPort Simulation Model (3 significant PAX-Flow Movies showing proof of concept of most relevant processors; digital model in ArcPort exportable format)				
5.	Drawings (A0 Format)				
	Overall Layout Plan of Terminal Area (Existing Situation, New Expansion) 1:1.500/1:2.000 → 2 dwgs				
	Concept Design Floorplans Terminal Expansion (all levels) 1:500 → 4 dwgs				
	Typical Sections of Terminal Expansion 1:500 → 2 dwgs				
	Typical elevation of façade 1:500 → 2 dwgs				
	Flow diagrams 2D/3D (axonometric floor schemes) → 1 dwg (probably 2 dwgs).				
6.	Proposed Panels (A0-Format) - (content / titles may alter in consultation with client)				
	Design Vision / Integrated Terminal Concept				
	Interior Design / Passenger Experience				
	Functionality & Flows				
	Structural / M&E Principles				
	Sustainability Ideas				

2 Personnel, Equipment, Facilities and Services of Others to be Provided by the Client

[Appendix 2 has intentionally been left blank.]

3 Remuneration and Payment

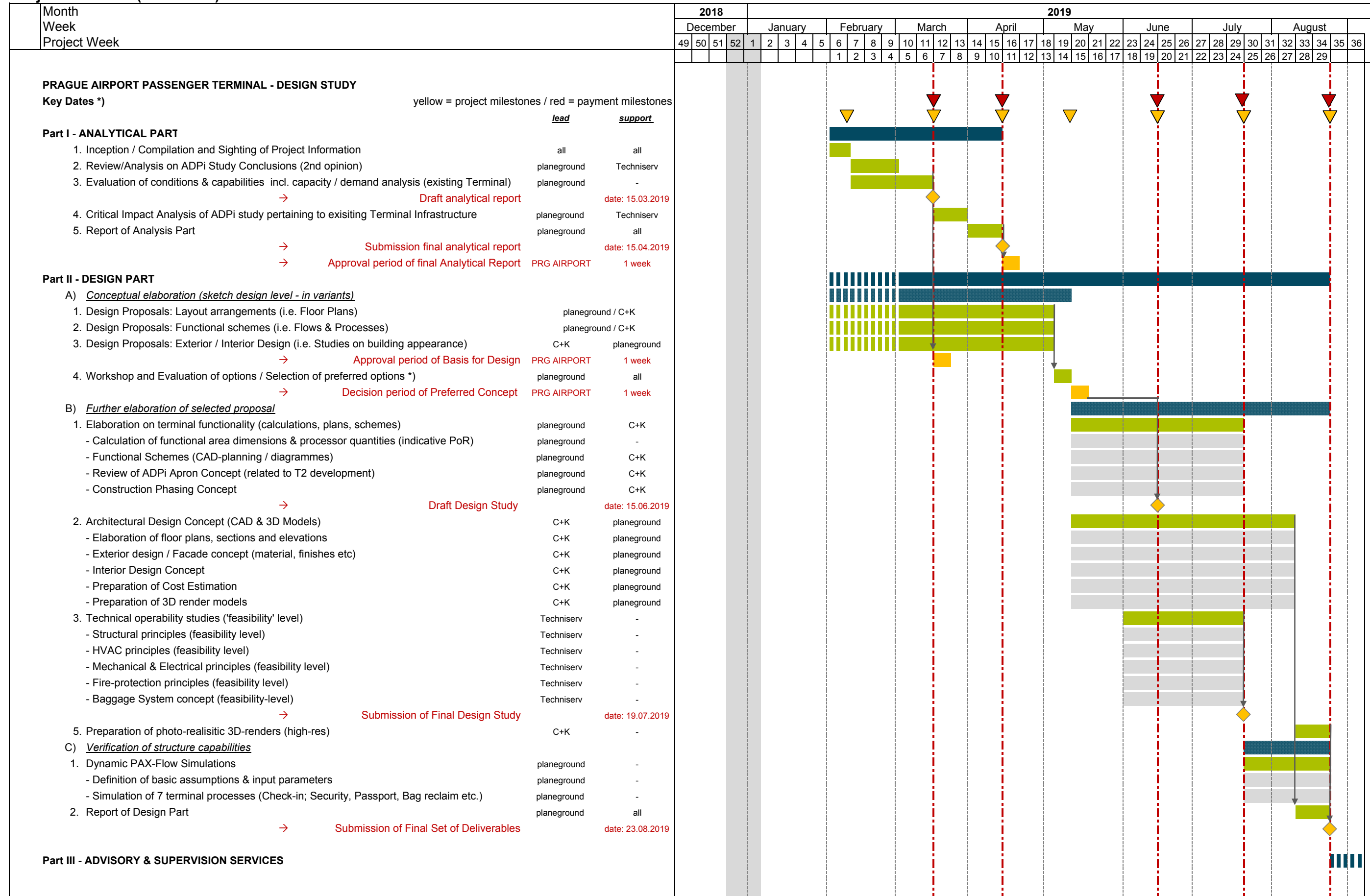
1. The Client shall not provide any deposits and/or pre-payments to the Consultant under this Agreement; the Parties hereby expressly rule out the application of S. 2611 of the Czech Civil Code.
2. In consideration of duly prepared and delivered Deliverables and the Services duly performed in connection therewith, Consultant shall be entitled to receive payment and submit invoices to the Client accordingly to the following schedule:
 - I. **a lump sum amount of EUR 109,850.80** shall be invoiced by the Consultant no sooner than after delivery of the draft Analytical Part of the Design Study to the Client;
 - II. **a lump sum amount of EUR 164,776.20** shall be invoiced by the Consultant upon delivery of the final version of Analytical Part of the Design Study to the Client, and the Client's approval and acceptance thereof;
 - III. **a lump sum amount of EUR 109,850.80** shall be invoiced by the Consultant upon delivery of the draft Design Submission of the Design Study to the Client;
 - IV. **a lump sum amount of EUR 109,850.80** shall be invoiced by the Consultant upon delivery of final version of Design Submission of the Design Study to the Client, and the Client's approval and acceptance thereof;
 - V. **a lump sum amount of EUR 54,925.40** shall be invoiced by the Consultant upon delivery of all Deliverables to the Client and their acceptance by the Client, and the final presentation of the final Design Study to the Client, whichever occurs later.
3. The Supervision Services shall be paid extra on the hourly basis, in accordance with the agreed hourly rate of EUR 100, up to the agreed maximum of EUR 100,000 for 1,000 hours. The man-day rate for Advisory Services shall include personnel costs, equipment use costs and also reasonable other/additional costs needed to provide the Services (i.e. inclusive of direct travel expenses), excluding VAT. The value of any Variations and/or Exceptional Costs relating to the Supervisions Services shall be determined based on the hourly rate set out in this section 3.
4. The Advisory Services shall be paid extra on the man-day basis, in accordance with the agreed man-day rate of EUR 100, up to the agreed maximum of EUR 50,000 for 500 man-days. The man-day rate for Advisory Services shall include personnel costs, equipment use costs and also reasonable other/additional costs needed to provide the Services, excluding direct travel expenses and VAT. Direct travel expenses shall be limited to the price of the Economy Class two-way (i.e., return) flight ticket from Consultant's seat to Prague. The value of any Variations and/or Exceptional Costs relating to the Advisory Services shall be determined based on the man-day rate set out in this section 4.
5. All amounts set out in this Appendix are exclusive of VAT. Unless specifically stated otherwise in this Appendix, the agreed rates/prices set out in this Appendix include all out of pocket expenses, travel costs and disbursements and other costs necessary for Consultant's due performance of this Agreement, including the supply of any Deliverables hard copies or digital versions required for submissions to the Clients, of all drawings, reports, simulations and relevant documents.
6. Direct travel expenses paid extra shall be limited by the price of the two-way Economy Class flight ticket from Contractor's seat to Prague.
7. The Supervision and/or Advisory Services shall be invoiced based on time-spent basis, documented in a detailed breakdown of hours, or man-days, as relevant, that were reasonably and efficiently spent by the Consultant providing Services to the Client.
8. Amounts properly due to Consultant shall be effected by the Client to the bank account indicated by Consultant, within 30 days after receipt of the respective invoice. Should the due date of payment fall on a day when bank transfers are not performed (incl. weekends and Bank or National Holidays in the Czech Republic), the due date shall thus be considered the immediately following business day. The date of payment is considered the date on which the funds are deducted from the Client's bank account.
9. All the invoices must be delivered to the address: Prague Airport, Central Evidence of Invoices, Jana Kašpara 1069/1, 160 08 Praha 6 or to e-mail address: invoices@prg.aero.
10. The Client is entitled to reduce the payment for services by withholding tax or another similar tax if the payment for services shall be decreased by such withholding tax or another similar tax under Czech tax laws. In such a case the amount of the withholding tax or another similar tax shall not be considered unpaid obligation of the Client towards the Consultant.
11. Any change of the rates and/or price stated in the Agreement is possible solely in the event that in the course of the Public Contract performance the value added tax rate changes, and any such change shall solely reflect this change in the VAT rate. For the avoidance of doubt the Parties agree that rates and/or prices shall not be subject to changes due to any changes in financing rates, inflation or changes in currency exchange rates.
12. The Parties agree that, without prejudice to sections 3 and 4 of this Appendix 3 above and subject to lack of other agreement reached between the Parties, the value of any Variation and/or Exceptional Costs shall be determined based on the hourly rates and additional costs set out in the following table, however incurred travel & accommodation expenses will be compensated only when any of the below listed Plane-ground professional staff is traveling to Prague. With respect to daily allowance compensation, a day means 24 consecutive hours, not a calendar day.

RATES OF PROFESSIONAL STAFF			
A) planegroud airport consulting	Hourly Rate Euro/hr	Daily Rate Euro/d (8hr)	Weekly Rate Euro/5d
Sr. Master Planner → Project Team Leader	145.00 €	1.160.00 €	5.800.00 €
Sr. Terminal Architect → Architect	145.00 €	1.160.00 €	5.800.00 €
Sr. Capacity Analyst	145.00 €	1.160.00 €	5.800.00 €
Terminal Architect / Consultant	95.00 €	760.00 €	3.800.00 €
Sr. Airport Planner → Airport Project Manager	145.00 €	1.160.00 €	5.800.00 €
Simulation Analyst / Airport Planner	120.00 €	960.00 €	4.800.00 €
B) Techniserv	Hourly Rate Euro/hr	Daily Rate Euro/d (8hr)	Weekly Rate Euro/5d
Local Team Coordinator	80.00 €	640.00 €	3.200.00 €
Local Project Manager / Engineers (HVAC, Bag-Sys, Constr, M&E)	80.00 €	640.00 €	3.200.00 €
Local Consultant / Engineer	80.00 €	640.00 €	3.200.00 €
C) Chybik & Kristof Architects	Hourly Rate Euro/hr	Daily Rate Euro/d (8hr)	Weekly Rate Euro/5d
Chief Architect	132.50 €	1.060.00 €	5.300.00 €
Lead Architect	54.50 €	435.00 €	2.175.00 €
Architect	41.00 €	325.00 €	1.625.00 €
Support	11.50 €	90.00 €	450.00 €
not included in fees (payable additional costs)			
Office Costs:			5% (on professional fee)
Travel & accomodation expenses (only planeground):	Flight tickets (Economy class)/pp		320.00 €
	Hotel per night/pp		120.00 €
	Daily allowance per day/pp		50.00 €

4 Programme



Project schedule (v6.3 - final)



5 Rules for Adjudication

[Appendix 5 has intentionally been left blank.]

6 Minimal Technical Requirements

ANNEX C1 to
TENDER DOCUMENTATION (TD)
PRAGUE AIRPORT PASSENGER TERMINAL – DESIGN STUDY
MINIMAL TECHNICAL REQUIREMENTS

1. Scope of work

1.1 Analytical Part

- Definition of the Client's intentions.
- A description and interpretation of territorial and/or zoning limits.
- An analysis of the conclusions reached in the ADPi Study, the evaluation of these conclusions and comments made on the recommendations formulated by the ADPi, consultations provided to the Client in relation to the ADPi conclusions.
- An analysis and evaluation of the current conditions in terms of operational/functional capabilities, (current and future) operational demand, and desired capacities in terms of relations to:
 - air traffic demand,
 - capacity for the checking procedures and passenger embarkation,
 - safety,
 - security,
 - utilization and development of areas for commercial activities (retail, F&B, duty-free),
 - utilization and development of areas for offices, handling, services and building technologies,
 - co-ordination with facilities located in the airport public area,
 - co-ordination with facilities dedicated for transportation services within the adjacent airport area,
 - co-ordination with existing and future infrastructure.
- An analysis of the technical conditions and/or restrictions influencing and/or determining the feasibility of implementation of the conclusions reached in the ADPi Study, especially the expected synergies and relationships with the existing infrastructure reflecting the current terminal capacity and requested enlargement of it (i.e. the number of checked passengers per hour) while taking into account the projection regarding the continuity of the trend of increasing the total number of passengers embarked per year.

1.2 Design Part

- a) Conceptual elaboration of conclusions reached in the Analytical Part followed by a submission of the new structures design proposals for terminal extension including the design of the connections of the new structures to the existing terminal building.

The submission representing architectural and construction design in proper details with emphasis placed both on the layout arrangements and operational/functional capabilities within the proposed building capacities is absolutely expected at this phase of the study.

The Client is keen to obtain the design with as high as possible both aesthetic and operational qualities. The Client's interest is that the new facilities architectural design should accent the key position of LKPR in the Czech Republic transport infrastructure and also appropriately succeed on the historically valuable airport infrastructure design, which at the time of their construction were distinguished examples for other airports (original Prague Airport terminal built in 1937, then the airport facilities were extended in 1968, the latest significant terminal infrastructure development completed in 2006).

Client also aims to obtain a design submission representing the proposed interior changes of the existing part of the terminal utilizing the interior design of both the new and existing parts of the terminal.

- Based on the discussions made with the Client in the meantime, the Contractor will finalize the evaluation of the submitted design proposals. Also, the recommendations will be formulated to endorse the design solution recommended by the Contractor. The presentations regarding proposals are expected to be performed by the Contractor with the extent considered as essential to document sufficiently the significant arguments and deliberations formulated by the Contractor.
- b) Further elaboration of the selected proposal with detailed design regarding both architectural/construction and operational/functional capabilities of the terminal, including but not limited to:
- construction phasing,
 - dimensioning of areas followed by detailed layout design,
 - anticipated hourly capacity of the flows at the significant terminal areas,
 - fulfilment of safety requirements,
 - fulfilment of security requirements,
 - design of areas for i) commercial activities, ii) offices and iii) other functions including handling, services and building technologies, all in terms of area size determination including the evidence of the area ratios (to other types of area and in general),
 - technical operability of the facilities,
 - co-ordination with facilities located in the airport public area,
 - co-ordination with facilities dedicated for transportation services within the adjacent airport area,
 - co-ordination with existing and future infrastructure.
- During the time of elaboration, regular workshops focused on the fulfilment of the Client's requirements concerning both i) the development in all disciplines of the design and ii) estimate of the construction costs including cost effectiveness valuations of the submitted proposal will be held. The Contractor will provide basic cost calculations related to the submitted design proposal followed by anticipated value engineering.
- c) Verifications of proposed structure capabilities (accordingly to as listed above under chapter 1.2 b) Simulations of both passenger and luggage flows throughout key terminal areas during busy day represented by waiting time spent at the key terminal locations including but not limited to:
- Terminal 2 Check-in counters,
 - Terminal 2 Security Control,
 - Terminal 2 Passport Control,
 - Central concourse to Terminal 1,
 - Terminal 2 Arrival Hall (public space),
 - Terminal 2 Arrival Baggage Carousels,
 - Terminal 2 Baggage Handling Hall (non PAX area).

1.3 Supervision Services

- The Contractor will provide Supervision Services regarding further design development in terms of periodical supervision of the compliance of the subsequent design development including zoning and building permit documentations and submissions provided by other/third parties on separate contracts.
- The services will be provided upon the Client's prior call and/or on previously agreed schedule during the period of five (5) years commencing immediately after Design Study completion.

1.4 Advisory Services

- The Contractor is expected to provide advisory services in terms of consultancy regarding the various issues related to subsequent design development and/or construction with the exclusion to activities described hereby in the scope under chapters No. 1.1 thru 1.3 above.
- The Advisory Services will be provided upon the Client's prior call and/or on previously agreed schedule commencing immediately after Design Study completion with expectations to end by 2026.

2 Minimal content of the Design Study Documentation

1.1 <u>Analytical Part</u>	1.2. a) <u>Conceptual elaboration</u>	1.2 b) <u>Further elaboration</u>	1.2 c) <u>Verifications</u>
Analytical report based on the Analytical part scope as referred under Chapter 1.1 including the evaluation of ADPi Study conclusions.	Text/drawing report with description of the basic design principles based on the Design part scope as referred under Chapter No. 1.2. a).	Detailed text/drawing report with information regarding the design proposal based on the Design part scope as referred under Chapter No. 1.2. b).	Final Report with evaluation of design objectives, including real-time model outputs based on the Design part scope as referred under Chapter No. 1.2. c).
	Description and explanation of the preferred solutions, an evaluation of the recommended proposal, summary of pros & cons.	Detailed text/drawing report with description of relationships related to adjacent terminal areas/territories, overall coordinating drawing, detailed text/drawing report regarding the connection to existing terminal structures.	
	2D+3D drawings/schemes presenting the construction and architectural design in extent that essentially shows all the design principles.	Functional and operational scheme presenting personnel attendance and both the passengers and luggage flow in both directions (departing and arriving).	
	Workshop presentation of the reports and proposals focused on the preferred solutions and evaluations including graphic outputs.	Functional and operational scheme presenting the supply/delivery links entering/leaving the terminal facilities.	
		Floor plans of each floor, typical sections and elevations.	
		2D+3D architectural drawings including renders presenting external design and overall facility appearance.	
		2D+3D architectural drawings including renders presenting interior design with typical details and finishes.	
		Workshop-type presentation of the reports focused on the preferred solutions and evaluations including real-time model outputs and/or graphic outputs.	

7 Project Description

ANNEX C3 to
TENDER DOCUMENTATION (TD)

PRAGUE AIRPORT PASSENGER TERMINAL – DESIGN STUDY

PROJECT DESCRIPTION

A. Introduction

Letiště Praha, a.s. (hereinafter referred to as “Client”) as the operator of the Prague Airport (ICAO code “LKPR”, IATA code “PRG”), aims to commence the complex Prague Airport long-term development program seeking to achieve gradual increase of the airport capacities. This program includes a construction of a new parallel runway and also construction of the extension to existing passenger terminal (hereinafter referred to as “Terminal 2”) with expectation of both constructions fully completed around 2025.

The Design Study as the subject of the bid is expected to deliver an implementation of a part of above-mentioned development plan in terms of construction of existing Terminal 2 extension including architectural/construction design and functional arrangements, both based on the recommendations and/or conclusions reached previously in the study called “A STUDY OF THE PRAGUE AIRPORT LONG-TERM DEVELOPMENT PLAN” delivered by Aéroports de Paris Ingénierie in 2016 (hereinafter referred to as “ADPi” or “ADPi Study”).

The purpose of the Design Study is to build on the results of the ADPi Study and elaborate them into an architectural design and the construction of new facilities dedicated to the new terminal in proper details (the extension of the existing structures with the emphasis placed on the layout arrangements and provisions of functional relations within the new structures). The Client is keen to obtain the design with as high as possible both aesthetic and operational qualities. The design should not only meet the future capacity demand, but also appropriately complement and expand the existing terminal facilities and associated infrastructure and also emphasize the position of Prague Airport as the main international airport in the Czech Republic – the gateway to the Czech Republic. The Client's interest is that the architectural quality of the new facilities design should accent the key position of Prague Airport in the Czech Republic transport infrastructure. At this phase of the Study, the Client aims to obtain the information with proper details related to both the design principles and operational/functional aspects of the proposals.

GENERAL NOTE

Beside specifically described requirements, this document also represents Client's opinions resulted from previously done studies, including latest ADPi Study, and/or from latest expert discussions related to the future LKPR operational provisions. The Client expects that these opinions to be either affirmed by the Contractor or reasonably discussed and modified by the Contractor's propositions incorporated into Design Study in order to fulfill all the specified requirements.

B. Project Description and Information

1. Zoning

The size of the land where the new terminal facility is supposed to be placed is about 101,000 sq.m. This land is divided into development areas hereby called as Zones as follows:

- Zone I (of terminal development)

Area of approximately 39,300 sq.m.

Bordered by the newly designed Apron D2, which seamlessly joins the existing Apron D1.

After completion of Zone II structures the Zone I as a first part of Terminal 2 extension shall be designed to accommodate 5,800 of arriving passengers per hour and 6,000 of departing passengers per hour.

- Zone II (of terminal development)

Area of approximately 29,700 sq.m.

This construction phase to be a follow up of Zone I. The decision regarding the construction of this part of the terminal would be made accordingly to future passenger demand.

- Public space

Area of approximately 13,050 sq.m.

This zone is affected by i) re-organization of transportation within the airport public space and ii) new railway connection between Prague Airport and City of Prague, as in terms of design both coordinated by Prague-based expert teams previously assigned by the Client. The space also involves the expansion of Terminal 2 arrivals under the existing car bridge.

- Terminal 2

Existing structure of Terminal 2 with area of approximately 31,500 sq.m. Existing terminal facility will be affected by constructions related both to Zone I and Zone II.

The Client understands that Design Study is to cover this area in terms of incorporating all changes emerged from extension to the existing terminal structures including interior design changes.

- Terminal 2 Main Service Entrance

Area of approximately 3,850 sq.m.

This zone is dedicated to be a main service entrance for Terminal 2 and/or adjacent part of airport Secured Restricted Area including new multi-purpose service facility, e.g. loading docks, airport vehicles entrance etc.

2. Development of Terminal 2 as anticipated in Zones

Zónování / Zoning



3. Planned traffic distribution

All passengers will check in at the central part of Terminal 2. In the extended T2 departures (level 2), the number of existing check-in desks (or a capacity equivalent of self check-in) can be increased; it will be used for the check-in of all departing passengers and their bags. The passenger flow from central check-in area will be connected to central security checkpoint. After passing through security checks, passengers continue into a common centralized commercial zone. After passing through the commercial zone, passenger will split into two directions:

- i) Passengers departing to non-Schengen destinations will continue through departure central passport control area which is supposed to be located on level 2 (Zone I) and then up to individual departure gates in Pier D (level 2) for Zone I, and departure gates in Pier E (Zone II).
- ii) Passengers departing to Schengen destinations will continue towards Pier C, B and A. The layout of departure lounges (Gates) in the central part of the existing Terminal 2 and Pier C will remain unchanged; it will only be adjusted to the size of the gates in the arrangement.

All arriving passengers are headed to central baggage reclaim area in Terminal 2.

a) Anticipated functions of Pier D

- 3 – commercial premises, technical rooms
- 2 – non-Schengen departing PAX, commercial premises, technical rooms, VIP lounge

- 1 – non-Schengen departing PAX (closed departure lounges will be accessible from level 2 for the purpose of pre-boarding); arriving non-Schengen PAX, technical rooms, VIP lounge (at the end of Pier D)
- 0 – non-Schengen departing PAX (Bus Gate), commercial premises, facilities for operational staff, technical rooms, procurement, waste management, GSE parking

b) Anticipated functions of Pier E

- 2 – non-Schengen departing PAX, commercial premises, technical rooms, VIP lounge
- 1 – non-Schengen departing PAX (closed departure lounges will be accessible from level 2 for the purpose of pre-boarding); arriving non-Schengen PAX, technical rooms, VIP lounges (at the end of Pier E)
- 0 – GSE parking, commercial premises, facilities for operational staff, technical rooms, reserve for non-Schengen departing PAX (Bus)

c) Anticipated functions of the new central part of Terminal 2 – “Zone I”

Note: number of levels as well as their utilization is subject of design proposal provided by Contractor in order to fulfilment of all specified requirements. Below-mentioned functions located on specified floors represent a Client’s opinion although still subject of affirmation by Contractor.

- levels 4 and 5 – prospective areas for other functions (accommodation, offices, other), Airport Operations Centre
- level 3 – commercial premises – food court, the Airport Operations Centre (APOC), a visitor/public apron lookout/scenic terrace, technical rooms, airline lounges, offices,
- level 2 – departing PAX, security check, passport control for departing non-Schengen PAX, commercial premises, technical rooms, operating premises,
- level 1 – arriving non-Schengen PAX, passport control for arrivals, baggage claim, customs facilities, transfer point, PAX arriving from non-Schengen in the Schengen area, commercial premises, room for operational staff, technical rooms, baggage sorting facility, space for limousine services and other special transportation.
- level 0 – baggage sorting facility, facilities for operational staff, area for PAX arriving with bus from remote stands (bus stop, entrance to the building, transfer point), technical rooms, deliveries, GSE parking

4. Anticipated airport capacity

The total design hourly capacity for "Zone I":

The design capacity of T2 departures: 4000 PAX per hour

The design capacity of T2 arrivals: 4000 PAX per hour

The total design hourly capacity for "Zone II" after implementing:

The prospective design capacity of the arrivals: 5450 – 5800 PAX per hour

The prospective design capacity of the departures: 5700 – 6000 PAX per hour

When designing the layout and spatial arrangement, it is necessary to take into consideration also additional space so that the area can be expanded by 20-25% due to potentially faster than expected growth of traffic and/or other objectives influencing the future requirements in regards to the security and/or passport control procedures.

The central part of the terminal – "Zone I" must be designed accordingly to the prospective total hourly capacity (after the implementation of Zone II). Consequently, the technical and technological infrastructure (typically

power distribution and structured cabling) should not be placed at any space adjacent to the terminal operating infrastructure (especially but not limited to security check rooms and baggage sorting systems).

5. Security check

- a position to validate that PAX are authorized to enter airside
- security checkpoint:
 - automated lanes
 - Remote Screening + RE-check positions
 - the number of X-ray machines depending on the expected output and required capacity (based on the prospective hourly capacity that must be checked over a given period of time),
 - supervisory position for centralized checkpoint management (the supervisor's workplace),
 - booths for individual passenger body search located in the immediate proximity of the X-ray lines,
 - a sufficient space that will allow for a prospective increase in the volume of traffic (Zones I and II) in the years to come (i.e. an area where more automated lines will be added) and space for queue management,
 - an adequate coverage of all RTG stations with the CCTV system,
 - spatial and technological solutions that will ensure a comfortable temperature and air circulation throughout the year,
- a room for Remote Screening operators in the immediate vicinity of the checkpoint (with a reserve capacity for further development and increase in the number of X-ray lines)
- facilities for security personnel who will staff the central security area (a rest room that can accommodate several dozens of people)
- a room for operational training (following the centralization of checkpoints into one place, it seems to be the most suitable to locate this room in the immediate vicinity of the checkpoint to minimize the transfer of employees and the loss of time)
- designated bathrooms for security personnel in the immediate vicinity of the checkpoints (several dozens of people in area)
- a solution for checked baggage that will allow baggage transportation from the baggage sorting facility to a place where it will be checked (either physical checks where items that are not permitted are removed from the bag in the passenger's presence, or to eliminate a suspected presence of explosive substances). This solution must include:
 - a lift from the baggage sorting facility (from a high-risk level directly to the centralized checking area, or to its immediate vicinity – a heavy-duty room, see below)
 - the heavy-duty room for opening suspicious bags in the passengers' presence
- a separate access for Fast Track passengers in the immediate vicinity of the main centralized security check area
- a workplace for selectee checks of special interest airlines in the immediate vicinity of the main centralized security check area or as part of the centralized checkpoint, with a separate checking process and a designated area to be separated if needed (the workplace is fitted with special above-standard security equipment – CT X-ray, SSC, etc., covering the capacity of one pair of X-ray machines)
- a checkpoint next to the employee entrance separated from the PAX checkpoints (i.e. passenger and employee checkpoints are separated)

6. Terminal security

- Security area borders will be marked (SRA – security restricted area, non-public area, public area, non-public area for administrative facilities not linked to air travel);
- A description of the basic functions of individual parts of the space (common administrative facilities, non-public area with restricted passenger access, stores/offices with free passenger access, operations rooms, technology rooms, etc.);

- A description of the intended basic flow of employees/goods/material for individual areas (arrival at/departure from work, travel from the departure hall to the departure gates, travel to operating areas / aircraft stands, the supply of public/non-public/SRA stores, cleaning resources, removal of unclaimed baggage, waste management, cleaning machines, picking up ad hoc oversize equipment, etc.);
- The locations of service doors and connected facilities have to be marked (staffed screening checkpoints for employees entering SRA, entrance into non-public areas, SRA, facilities for airport security staff/ Police Department /Customs, badge office counters);
- The location of a behavioural detection / random check points for persons entering the terminal has to be marked (including an access from the planned railway station area);
- A place for security check of delivered goods (on-board and airport supplies).
- s of security requirements that might change over the time, especially if
 - i) The Schengen area is abolished;
 - ii) One-Stop Security is abolished

7. High-risk flights and possible application of US CBP Pre-clearance programme

For at least Israel and US bound flights are necessary due to additional enhanced security processes at the gates define part of Non-Schengen gate areas separated from other gates, equipped with screening equipment and selectee screening point at entrance.

For future possible expansion of US bound traffic and deployment of US CBP Pre-clearance programme is necessary to define part of Non-Schengen gate area, which could be than solely dedicated for US bound traffic including space for deployment of this extra layer of CBP US customs / border protection departing checks on entry to this zone. As part of this Pre-clearance programme scenario is necessary to define part of baggage hall necessary to separate secure storage / manipulation for US pre-cleared baggage and describe how will be automatically moved hold baggage from this baggage hall zone to manual inspection by CBP officers with passengers on their checkpoint and back.

8. Passenger and baggage check-in

a) Terminal 2

One check-in island with 24 desks will be added to the existing Terminal 2 passenger check-in capacity whether the Terminal 2 expansion will take a place or not. The existing three check-in islands will be extended too and then each of them will contain 24 check-in desks.

The terminal design of new check-in desks is supposed to be flexible in terms of utilization of conventional check-in desks or self-service bag-drop positions.

The design should include a construction part for the additional check-in infrastructure with the respect to the prospective development of the overall terminal capacity (a total of 7 check-in islands or equivalent self-service alternative and one additional line of counters being considered), including connecting conveyors (two in each island, one in the case of a linear configuration) transporting baggage to the baggage sorting facility.

9. Baggage handling

a) Terminal 2 baggage sorting facility

When extending the BHS technology, it is important to build on the existing standard equipment in terms of technology and control software. Furthermore, it is necessary to unify the technology in line with the planned

increase in the number of X-ray machines at security checks of checked baggage to minimize the required spare parts and maintenance.

We assume the following 5-level process of baggage checking in the EU:

- Level 1: The explosive detection system (EDS) → a Standard 3 certified EDS system
- Level 2: Baggage checking by the operator using a screen (2D)
- Level 3: (EDS) → extended time for checking by the operator using a screen (3D)
- Level 4: ETD (Explosive Trace Detector)/manual search/in the passenger's presence

This will significantly affect the conveyor system solution past the Standard 3 ECAC detector where a time reserve (if needed) has to be created allowing for unlimited time if operators have to inspect images during a higher levels of security checks.

Currently, it is proposed to create a hybrid check-in desks in island 4; following the construction of further check-in islands, dedicated check-in desks for self-service bag-drop, or the option to retrofit existing check-in islands will be required.

The existing architecture of BHS in Terminal 2 allows for baggage sorting at any check-in counter to any sorting position. This rule must be maintained in the future development.

It is necessary to create additional storage capacity for pre-checked bags. This expanded capacity must be connected to the existing capacity so that pre-checked baggage can be stored in an optimal manner.

b) Arrival carousels in Terminal 2

The arrival hall must be designed with respect to i) the prospective overall hourly capacity and ii) the locations of all arrival carousel in the expanded T2 building.

10. Commercial space

a) Commercial areas

The expansion of the commercial area should fulfill the anticipated increase in the number of passengers to the prospective total hourly capacity.

When developing commercial zones, it is necessary to observe changes to the passenger flow and locate the largest number of stores in the places with the highest passenger concentration (such as near the rest areas and seating) and in the most frequented parts of the terminal. Utilization of the duty free walkthrough shops both for Schengen and Non-Schengen located just after security and passport control should be taken into account considerably.

Along the way through Piers to gates, smaller stores should be located for last minute purchases, especially gift stores offering local goods or duty free. Also, the fast food positions in this area should be located, ideally in the form of stands located in Piers, along the way to gates or between gates.

A commercial area should be designated primarily for restaurants, cafés and fast food in the public part of terminal; also areas for retail should be located. Cafés and restaurants should be located in the "hubs/meeting points", especially in arrival halls and in the places that are easy accessible for customers and/or intentionally located in both public and non-public parts of the terminal.

Areas for the indoor advertising are expected to be placed thoughtfully.

The passenger navigation system should be designed considerably in terms of providing the quick and easy orientation to passengers.

b) VIP lounges

The expansion of VIP lounges should fulfill the anticipated increase in the number of passengers to the prospective total hourly capacity.

c) Office areas for commercial/non-commercial use

Office areas should be placed into Zone I for both commercial and non-commercial purposes (e.g. airline facilities, offices of handling/other to airport operations related companies, Client's offices etc.).

11. Power supply and operating links

a) Heat supply

A decentralized heat supply or central heat supply are being considered as options. Decision will depend on the economic return of each option. If a central heat source is built, then the distribution network placed into a pass-through collectors would be preferred.

b) Air Conditioning/Cooling, HVAC

When developing new structures, energy-saving technologies should be utilized as much as possible, e.g. the free-cooling and other commonly used technologies. Also, alternative ways of natural ventilation, heat gain exhaust, and heat recuperation for HVAC units should be taken into account considerably to lower total energy consumption of the terminal premises.

One centralized BMS/control room is anticipated.

c) Greywater/rainwater system

Greywater/rainwater system should be installed to achieve a percentage reduction in water consumption.

d) Power supply

All electrical power rooms and/or equipment should be designed with a 70% spatial reserve. Also, a room for potential replacement of the equipment should be considered.

Cable trays must be designed with a 100% reserve.

e) Airport operating facilities

We anticipate that the new Airport Operations Center (APOC) will be relocated from current position to Terminal 2.

12. Police Department, Customs

The space dedicated to mentioned functions should be designed for (not limited to): 2nd checks, temporary prison/detention jail, facilities designated for passengers with denied access, customs documentation counter etc..

A flow of passengers to/from Schengen destinations (PAX passing through passport control) should be designed also for the case when the Schengen area was temporarily deactivated due to any objective reason (i.e. capacity of the checkpoint to be increased reasonably).

13. Spotter Friendly Airport

Prague Airport is deeply committed to Spotter Friendly Policy in order to making the airport and airport traffic observable for passengers, visitors and public. The Client is expecting this aspect would be taken into account during design development.

14. Cafeteria/restaurant, public/non-public/employees

Cafeterias and other type of restaurants for employee and/or other non-public customers should be placed considerably in order to provide meal catering for employees.

15. New LKPR Control Tower

The Air Navigation Services of the Czech Republic, Co. is aiming to build a new control tower. The planned location of the tower is at the south-eastern façade of the current technical facility located next to existing Terminal 2. Tower-like structure would have approximately 12 meters in diameter with the navigator workplace located approximately 75 meter above the apron level. The existing air traffic control building will remain preserved as a backup for new tower.

16. Car Bridge in front of Terminal 2

The Client anticipates that the existing car bridge located in front of a Terminal 2 will be modified due to changes raised from development of Zone I and/or related construction alternations. The Client presumes partial demolition of some parts of the bridge.

Design should also include a utilization of the space newly created under both the existing and new part of the car bridge. The Client presumes that this space would be used for the extension of the arrival facilities (ground level).

17. Relation to the planned Prague Ruzyně Airport railway station

Currently, a project involving a new railway connection between Prague Airport and Prague city center is under development. The Prague Airport railway station is planned to be an end-type station (no transit pass), located along Aviatická St., allowing passengers to reach the terminal through passageway to new terminal part (Zone I).

Railway station project and the project of the Terminal 2 extension are structurally independent but both effecting each other significantly. One of the station exits would be a part of the extended Terminal 2 structures. Consequently, the design incorporating the station exit and adjacent spaces within the terminal is expected in order to provide entirely functional solution for passengers using the train to reach or leave the airport.

Although design of the railway connection has not been completed yet, there is a certain option of making the railway furthermore developed under the Terminal 2 extended structures to provide the transit pass under the airport airside connecting finally the Prague Airport railway station with westbound railway line between cities of Kladno and Prague. The impact of the railway structures, including the potential future parts, to the terminal structures must be incorporated into the terminal structure design with respect to the forthcoming shape of the public space in a front of the Terminal 2.

8 Minimal Contract Terms and Conditions

ANNEX D to
TENDER DOCUMENTATION (TD)
PRAGUE AIRPORT PASSENGER TERMINAL – DESIGN STUDY
CONTRACT TERMS AND CONDITIONS

The Contracting Authority (hereinafter referred to as “The Client”)

The Contractor (hereinafter referred to as “The Consultant”)

Following provisions shall be implemented into Contractor’s draft of contract, which shall be part of their indicative tender / tender:

Cooperation

1. Consultant will provide the Design Study, advisory and supervision services to the best of its ability and shall exercise all skills, reasonable care and diligence in the discharge of its duties under this Agreement.
2. The Client will provide Consultant with all data and documents necessary to fulfil his obligations in connection with the Design Study and the Services to be provided in accordance with this Agreement as far as the data and documents are for the Client available. The Client will name relevant contacts to Consultant and provide Consultant with relevant information concerning the provision of Design Study and the Services as far as the Client is in the possession of such contacts or information. All relevant information will be provided by the Client in the English or Czech language.
3. Consultant will provide such sufficient resources as Consultant deems necessary to perform the Design Study and the advisory and supervision services.

The core project team of Consultant that will provide the the Design Study, advisory and supervision services will consist of the following members,

- Project Team Leader **name**
- Architect **name**
- Airport Project Manager **name**
- Project Team Coordinator **name**

(These must be the same team members that were presented in technical qualification of the Consultant/Contractor for the tender.)

4. The Client requests the Consultant will hold expert consultations with the external consultants involved by Client under separate contracts to coordinate properly the Design Study with the previously completed documentations related to the passenger terminal building, especially but not limited to the public space next to current airport terminals, including:
 - i) re-organization of transportation within the public space in the airport central area,
 - ii) new railway connection project between Prague Airport and City of Prague.
5. The Client declares that there was a local architect association that has been involved in the design development related to the passenger terminal surroundings including matters referred to as under i) and ii) above and also the LKPR central area zoning plan together with conceptual design of Prague Airport railway station including concourse connecting station with terminal.

Terms of Payments

6. For the Design study and the services rendered, Consultant shall submit invoices to the Client accordingly to the following schedule:
 - 20% of the Total Price will be invoiced after delivery of the draft of Analytical Part of the Design Study;
 - 30% of the Total Price will be invoiced after delivery of the final draft of Analytical Part of the Design Study
 - 20% of the Total Price will be invoiced after delivery of the draft of Design Submission of the Design Study
 - 20% of the Total Price will be invoiced after delivery of final draft Design Submission of the Design Study
 - 10% of the Total Price will be invoiced after final presentation of the Design Study to Client
7. The Supervision Services will be paid extra on the hourly basis.
8. The Advisory Services will be paid extra on the man-day basis. The man-day rate for Advisory Services will include personnel costs, equipment use costs and also reasonable other/additional costs needed immediately to provide the services, excluding travel expenses and VAT.

Direct travel expenses paid extra shall be limited by the price of the two-way Economy Class flight ticket from Contractor's seat to Prague.
9. Due to Consultant shall be effected by the Client to the bank account indicated by Consultant within 30 days after receipt of the respective invoice. Should the due date of payment fall on a day when bank transfers are not performed (incl. weekends and Bank or National Holidays in the Czech Republic), the due date will thus be considered the immediately following work day. The date of payment is considered the date on which the funds are deducted from the Client's bank account.
10. All the invoices must be delivered to the address: Prague Airport, Central Evidence of Invoices, Jana Kašpara 1069/1, 160 08 Praha 6 or to e-mail address: invoices@prg.aero .
11. The Client is entitled to reduce the payment for services by withholding tax or another similar tax if the payment for services shall be decreased by such withholding tax or another similar tax under Czech tax laws. In such a case the amount of the withholding tax or another similar tax shall not be considered unpaid obligation of the Client towards the Consultant.

Confidentiality/Communication

12. Consultant agrees to treat confidential any information, data, documents or results of analyses received by the Client or any of its other consultants or obtained from any source in connection with the performance of this Agreement and performance of the Service (the "**Confidential Information**") and not to use such Confidential Information other than for the purposes of performing the Services as concerns this Agreement and not to disclose it to third parties unless
 - it is or later becomes public knowledge other than by breach of this confidentiality obligation, or
 - it is required to be disclosed to any regulatory body, governmental authority or court each with competent authority.

- it was known by Consultant prior to its disclosure by the Client or is lawfully obtained by Consultant thereafter, but has not been obtained in violation of, and is not otherwise subject to, any obligation of confidentiality.
13. Consultant undertakes that such Confidential Information to the extent necessary will only be disclosed to those persons who are bound by confidentiality undertakings in the same extent as provided herein and who have a need to know it.
 14. The aforementioned confidentiality obligations shall continue for a term of twenty four (24) months following the termination of this Agreement.
 15. Notwithstanding the foregoing, the Client foregoes the right to engage in any public relations work on his own regarding this Agreement without obtaining the prior express consent in writing of Consultant. Public relations work as used herein comprises any announcement or statement launched in public for advertising purposes or to attract public attention, including any announcement of this Agreement, no matter in what form. Insofar as the Client is legally obliged to release a specific announcement, he undertakes to disclose this circumstance in good time in order to enable agreement to be reached on the contents.
 16. The Client notifies the Provider and the Provider acknowledges that the Client is a legal entity referred to in Section 2 para. 1 point n) of the Act no. 340/2015 Coll., on special conditions for the effectiveness of some contracts, publication of these contracts and register of contracts (hereinafter as „**Register of Contracts Act**“) and in this context private law contracts concluded with the Client may be subject to the publication in the register of contracts, a public administration information system administered by the Ministry of the Interior of the Czech Republic. Both parties agree with possible publication of this Agreement in the register of contracts with the exception of the facts that constitute business secrets.

Exclusivity

17. The Client agrees to inform Consultant about any conflict of interests between its activities and the interests of Consultant with regard to any project in which the Parties cooperate. Consultant agrees to inform the Client about any conflict of interests between its activities and the interests of the Client with regard to the legitimate interests of the Client.
18. Consultant's insurance for liability caused to a third person, with benefits of at least EUR 500.000 (or equivalent in CZK, GBP or USD) must be valid during the whole duration of the Agreement.

Return of Documents / Intellectual Property

19. Consultant agrees to return or destroy, on request of the Client, all documents, data or data carriers obtained from the Client and its other advisors and all other documentation and copies related to this Agreement or otherwise to the Project at termination of this Agreement. Consultant shall be entitled to keep such documents necessary to fulfil its legal obligations as concerns record keeping.
20. Consultant as a licensor hereby grants to Client as a licensee an authorisation to exercise Intellectual Property Rights to all the results of Services provided pursuant to this Agreement especially to the works, reports or written documentation prepared by Consultant (hereinafter referred to as “**License**“) and Client accepts such License. Such License shall be exclusive, transferable, perpetual, and territorially unrestricted., allowing Client to use the results of Services by all means of § 12 of Copyright Act. The Client shall be entitled to use the result of Services in its initial form or in a form adapted by another person or otherwise modified, whether separately or in a collection or connection with any other work or elements, wherewith the Consultant hereby grants their consent. The remuneration for such right is included in the Total Amount. Any use in excess thereof shall be mutually agreed upon in writing. No additional remuneration shall apply.

21. Client may grant an authorisation forming part of the License to a third person, in whole or in part. No additional remuneration shall apply in such a case.
22. The remuneration for License such right is included in the Total Amount. Any use in excess thereof shall be mutually agreed upon in writing. No additional remuneration shall apply.
23. **“Intellectual Property Rights”** means any and all patents, copyright, rights to industrial designs, trademarks, business and company names, protected designations of origin, rights related to copyright, special rights of a database creator, business secret, know-how, and all other intellectual property rights of any nature (whether registered or not registered), including any applications and the exclusive rights to register anything from the above for protection anywhere in the world.
24. **“Copyright Act”** means Act No. 121/2000 Coll., on Copyright, Rights Related to Copyright, and on Amending Certain Acts, as amended.
25. The Consultant warrants that it is entitled to provide the License to the Client and to ensure for the Client a License for the use of any result of Services, to the extent necessary to undisturbed and unlimited use of such result. The Consultant hereby grants the Client a warranty that the result of Services or other performance of the Consultant under this Agreement or the use of it by the Client under this Agreement does not violate or cause the violation of any third-party intellectual property right. In the event that the Consultant breaches its obligation arising from the warranty stated in this paragraph, the Consultant shall be liable for all of the consequences arising therefrom, and in particular, it shall be obliged to immediately ensure for the Client the right to use the result of Services, which will not violate the intellectual property rights of a third party, and to indemnify the Client for any damage sustained by it in that context.

Legal

26. The Consultant shall be entitled to offset its payable and unpayable receivables from the Client solely based on a written agreement with the Client.
27. The Consultant shall not be entitled to pledge any of its receivables from the Client arising from the concluded Agreement.
28. The Consultant shall not be entitled to assign, not even partially, any of its rights arising from the Agreement to a third party without a prior written consent of the Client.
29. The Agreement shall be governed by the legal system of the Czech Republic, including but not limited to the Civil Code and the Copyright Act. Any disputes arising from the Agreement or in relation to the Agreement shall be submitted, pursuant to the provision of Section 89a of Act No. 99/1963 Coll., the Civil Procedure Code, as amended, to be decided by a general court of the Client.
30. Any change of the price stated in the Agreement is possible solely in the event that in the course of the Public Contract performance the value added tax rate changes, and any such change shall solely reflect this change in the VAT rate.

9 Information to be provided by the Client to the Consultant

Study prerequisites:

- Masterplan Study by ADPi (comprehensive documentation Report + Annexes incl. CAD Plans)
- Studies and information about ongoing / projected developments inside terminal (e.g. latest amendments of security area; retail area etc)
- Studies and information about ongoing / projected developments around terminal (Station, Airport City, landside access, airside developments etc).
- Official regional land-use plan pertaining to the airport area (if available)

Traffic numbers and forecast:

- As-Is traffic data (complete tower log information) in xls-format with all available data from 01.01.2017 until today.
- Data records of PAX (BAX) throughput at relevant processors
- Traffic forecast 2040 (project horizon)
- Flight plan 2040 of design day or design week (including modal split; etc)

Plans:

- As Is plans of current terminal situation (CAD-files, 3D models in open formats e.g. .dwg, .3DS, .skp). Floor plans, elevations, sections incl. level heights.
- Relevant plans and documentation (esp. capacity / performance data) of existing building installations (HVAC, M&E, Fire protection etc)
- As Is area plans of airport and terminal vicinity incl. landside and airside (CAD-files, 3D models in open formats e.g. .dwg, .3DS, .skp). All relevant building information, topographical survey, technical utilities and landside infrastructure, area limits and boundaries (e.g. security fences, protected zones etc), property holders.

Other Information / Activities

- High resolution aerial photo of airport and terminal
- Geological and hydrogeological information esp. groundwater level
- Site visit

10 Tender Documentation, and any letter of acceptance by the Client

ANNEX C2 to
TENDER DOCUMENTATION (TD)

PRAGUE AIRPORT PASSENGER TERMINAL – DESIGN STUDY

INTRODUCTION & ZONING

1. Introduction

Letiště Praha, a.s. (hereinafter referred to as “Client”) as the operator of the Prague Airport (ICAO code “LKPR”, IATA code “PRG”), aims to commence the complex Prague Airport long-term development program seeking to achieve gradual increase of the airport capacities. This program includes a construction of a new parallel runway and also construction of the extension to existing passenger terminal (hereinafter referred to as “Terminal 2”) with expectation of both constructions fully completed around 2025.

The Design Study as the subject of the bid is expected to deliver an implementation of a part of above-mentioned development plan in terms of construction of existing Terminal 2 extension including architectural/construction design and functional arrangements, both based on the recommendations and/or conclusions reached previously in the study called “A STUDY OF THE PRAGUE AIRPORT LONG-TERM DEVELOPMENT PLAN” delivered by Aéroports de Paris Ingénierie in 2016 (hereinafter referred to as “ADPi” or “ADPi Study”).

The Client aims to build an extension to the existing terminal structures with emphasis placed on the terminal layout arrangements including the provisions of dedicated terminal functions. The Client also aims to obtain a design submission representing the proposed interior changes of the existing terminal structures utilizing the interior design of both the new and existing parts of the terminal. Consequently, the Client is keen to obtain the design with as high as possible both aesthetic and operational qualities. The design should not only meet the future passenger capacity demand, but also appropriately complement the existing terminal facilities and related airport infrastructure including adjacent airport public areas.

The Client is profoundly keen to emphasize the position of the Prague Airport as the Czech Republic main international airport considered as a gateway to the Czech Republic. Consequently, the architectural design should reflect the key position of Prague Airport in the national transport infrastructure.

In this phase of design development, the Client aims to obtain the properly detailed design submissions of the Terminal 2 facilities after its extended part will be fully completed (see also chapter Zoning below).

Based on the previous studies of LKPR runway development including ADPi Study, the Client is now considering two scenarios related to the extension of the Terminal footprint (see chapter Zoning how this approach is reflected). The applicable scenario will be specified during the negotiations on indicative tenders.

2. Zoning

The size of the land where the new terminal facility is supposed to be placed is about 101,000 sq.m. This land is divided into development areas hereby called as Zones as follows:

• **Zone I (of terminal development)**

Area of approximately 39,300 sq.m.

Bordered by the newly designed Apron D2, which seamlessly joins the existing Apron D1.

After completion of Zone II structures (regardless the decision concerning preferred Scenario) the Zone I as a first part of Terminal 2 extension shall be designed to accommodate 5,800 of arriving passengers per hour and 6,000 of departing passengers per hour.

Český Aeroholding, a.s.,

Jana Kašpara 1069/1 160 08 Prague 6
ID No.: 24821993, Tax ID No.: CZ699003361,

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- Zone II (of terminal development) – Scenario A

Area of approximately 29,700 sq.m.

This construction phase to be a follow up of Zone I. The decision regarding the construction of this part of the terminal would be made accordingly to future passenger demand.

- Zone II (of terminal development) – Scenario B

Area of approximately 34,750 sq.m.

Scenario B is an alternative to Scenario A.

- Public space

Area of approximately 13,050 sq.m.

This zone is affected by i) re-organization of transportation within the airport public space and ii) new railway connection between Prague Airport and City of Prague, as in terms of design both coordinated by Prague-based expert teams previously assigned by the Client.

- Terminal 2

Existing structure of Terminal 2 with area of approximately 31,500 sq.m. Existing terminal facility will be affected by constructions related both to Zone I and Zone II.

The Client understands that Design Study is to cover this area in terms of incorporating all changes emerged from extension to the existing terminal structures including interior design changes.

- Terminal 2 Main Service Entrance

Area of approximately 3,850 sq.m.

This zone is dedicated to be a main service entrance for Terminal 2 and/or adjacent part of airport Secured Restricted Area including new multi-purpose service facility, e.g. loading docks, airport vehicles entrance etc.

3. Development of Terminal 2 as anticipated in Zones

