

Contracting authority contract number: 1493/2025/ ÚPaSŘ/VZ
Public contract identifier (IVZ): P25V00303866

Contract for the provision of expert consulting services

Contracting parties

Statutory City of Ostrava

Prokešovo náměstí 8, 729 30 Ostrava, Czech Republic
Represented by: Jan Dohnal, the Mayor of Ostrava
Company ID: 00845451
VAT ID: CZ00845451
Data box: 5zubv7w
Bank details: Česká spořitelna, a. s., Ostrava district branch
Account number: 27-1649297309/0800

(hereinafter referred to as "**City**")

and

THE STADIUM CONSULTANCY BV

Jan Massenstraat 32, 1411RW Naarden, The Netherlands
Represented by: Benjamin Veenbrink
Bank details: Rabobank
Account number: NL80RABO 0121161218
(hereinafter referred to as "**Expert**")

(**City** and **Expert** together referred to as the "**Contracting Parties**")

have agreed to conclude this contract for the reimbursement of services rendered (hereinafter referred to as "**Contract**")

Content of the contract

Article I. Purpose

1. The City, as a public contracting authority, announced a competition for the design solution of the "New Bazaly" construction (hereinafter referred to as the "Competition") and issued competition conditions for this purpose (hereinafter referred to as the "Competition Conditions"). The Competition was launched on December 13, 2024.
2. As of the date of signing this Contract, the deadline for submitting competition designs in Phase 1 of the Competition is running, and the jury will select competition designs for Phase 2 of the Competition. The Expert declares that they are familiar with the content of the Competition Conditions and the requirements of the Competition.
3. Benjamin Veenbrink, who is the managing director of the Expert is an invited Expert of the jury according to the Competition Conditions.



4. The purpose of entering into this Contract is to provide expert consulting services in evaluating competition designs according to the Competition Conditions by the Expert, who possesses the professional knowledge and experience in the field of stadium construction.

Article II. Subject of performance

1. Phase 1 of the Competition

1.1. The Expert agrees to provide the City with expert consulting services consisting of the professional evaluation of the competition designs submitted in Phase 1 of the Competition, in accordance with the criteria specified in Article, paragraph 7.1, point 7.1.1, d) and e) of the Competition Conditions:

- Degree of fulfilment of the contracting authority's requirements
- Operational functionality

1.2. The City agrees to provide the Expert with the competition designs submitted in Phase 1 of the Competition for professional evaluation no later than May 30, 2025. The Expert agrees to deliver the professional evaluation to the City by June 9, 2025, in accordance with paragraph 1.1 of this article, so that the evaluation (including the Czech language version) can be presented to the jury at its meeting scheduled for June 12-13, 2025.

1.3. The Contracting Parties further define the performance under this paragraph as follows, but not exclusively:

- Evaluation of the degree of fulfillment of the competition requirements "Program of Requirements" and "Functional and Spatial Requirements."
- Evaluation of the operation and compliance with the separation of communication paths of the main interest groups (players and team members + delegated persons / VIP guests / media representatives / home flag bearers / guest flag bearers) - whether their operations cross or merge only in designated areas (e.g., players with media representatives, etc.).

For the avoidance of interpretative ambiguities, the further definition of the performance as provided in this point is not an exhaustive list of the content of the professional evaluation and is left to the Expert to ensure that the evaluation contains all necessary details and is processed to the necessary extent to fulfill the obligation defined in point 1.1 of this paragraph.

1.4. The Expert agrees to ensure the personal presence of Benjamin Veenbrink at the jury meeting for the evaluation and assessment of the competition designs for Phase 1 of the Competition. The expected dates for the jury meeting are June 12 and 13. If the meeting date changes, the City is obliged to promptly notify the Expert of the new date for the jury meeting.

2. Phase 2 of the Competition

2.1. The Expert agrees to provide the City with expert consulting services consisting of the professional evaluation of competition designs submitted in Phase 2 of the Competition, in accordance with the criteria:

- Degree of fulfilment of the contracting authority's requirements
- Operational functionality

with emphasis on the development of the competition design and the ability to respond to clarifying conditions issued based on the results of Phase 1 of the Competition.

- 2.2. The City agrees to promptly provide the Expert with updated information about the course of Phase 2 of the Competition after sending the invitation to the participants.
- 2.3. The City agrees to provide the Expert with the competition designs submitted in Phase 2 of the Competition for professional evaluation no later than 10 days before the date of the jury meeting to evaluate and assess the competition designs. The Expert agrees to deliver the professional evaluation to the City within 6 days of receiving the competition designs, in accordance with point 2.1 of this paragraph, so that the evaluation (including the Czech language version) can be presented to the jury.
- 2.4. The Contracting Parties further define the performance under this paragraph as follows, but not exclusively:
 - evaluation of the degree of fulfilment of the specifying conditions and requirements of contracting authority for modification of the design from Phase 1 of the Competition, taking into account the original specification (“Program of Requirements” and “Functional and Spatial Requirements”).

For the avoidance of interpretative ambiguities, the further definition of the performance as provided in this point is not an exhaustive list of the content of the professional evaluation and is left to the Expert to ensure that the evaluation contains all necessary details and is processed to the necessary extent to fulfill the obligation defined in point 2.1 of this paragraph.

- 2.5. The Expert agrees to ensure the personal presence of Benjamin Veenbrink at the jury meeting for the evaluation and assessment of competition designs for Phase 2 of the Competition. The date of the jury meeting for Phase 2 will be agreed upon during the jury's meeting for Phase 1. If the meeting date changes, the City is obliged to promptly notify the Expert of the new date.

3. Common provisions

- 3.1. The expert evaluations according to points 1.1 and 2.1 of this paragraph will be provided to the City electronically in English. The City will ensure the translation into Czech at its own expense.
- 3.2. The Expert agrees to perform the services under this Contract conscientiously, with due care, and with the necessary expertise. The Expert is responsible for the proper performance of the services under this Contract.
- 3.3. The Expert is not authorized to delegate the performance of this Contract to another person, the provision concerning the personal attendance of Benjamin Veenbrink at the jury meeting is not affected.
- 3.4. The Expert agrees to personally sign a declaration at the request of the City, as specified in Annex 1 to this Contract. The Expert is also obliged to ensure that the declaration is signed by Benjamin Veenbrink.

Article III. Remuneration

1. As agreed by the Contracting Parties, the Expert shall receive remuneration for the services rendered under this Contract, calculated as follows:
 - a) € 1,200 for evaluating one competition design

The remuneration is agreed equally for both Phase 1 and Phase 2 of the Competition. The total amount of remuneration will be calculated based on the number of designs evaluated.

- b) € 3,680 for participation in a two-day jury meeting

The remuneration is agreed equally for both Phase 1 and Phase 2 of the Competition. The maximum remuneration for participation in the jury meeting within the Competition is therefore €7,360.

2. The agreed remuneration includes all work and costs necessary for the proper and complete performance of the expert consulting services, including Benjamin Veenbrink's attendance at the jury meeting. Reimbursement of costs reasonably incurred in the performance of services under this Contract is included in the agreed remuneration, except for:
- a) Travel expenses of Benjamin Veenbrink for two trips from the Netherlands to Ostrava and back to attend two jury meetings, and
- b) Accommodation expenses of Benjamin Veenbrink for the necessary duration of participation in the two jury meetings.

Transportation and accommodation in accordance with (a) and (b) of this paragraph shall be provided to Benjamin Veenbrink by the City at its own expense. Detailed information concerning transport shall be communicated by the City to the Expert no later than 10 days before the trip.

The agreed remuneration does not include VAT, which the City is required to pay to the tax office in accordance with Czech legal regulations.

3. The Expert is entitled to request partial payment of the remuneration, as follows:
- a) For services related to Phase 1 of the Competition after the jury meeting for Phase 1
- b) For services related to Phase 2 of the Competition after the jury meeting for Phase 2

The due date for payment (or its part under this paragraph) based on this Contract is set for 21 days after the delivery of the tax document (invoice), which meets all requirements, to the City. The Expert will issue and deliver the tax document (invoice) to the City. The remuneration will be paid to the Expert's account specified in the tax document (invoice). Payment will be made on the day the money is debited from the City's account.

The City's tax obligation will be fulfilled in accordance with the relevant legal provisions.

Article IV. Final Provisions

1. The Contracting Parties agree that this Contract shall be governed by the legal system of the Czech Republic, and any disputes arising from this Contract will be resolved by the competent general courts of the Czech Republic in accordance with Czech legislation.
2. This Contract is drafted in two language versions, namely in two copies in Czech and in two copies in English. In case of discrepancies between the language versions, the Czech version shall prevail. Each Contracting Party will sign one copy of the Contract in Czech and one copy in English.
3. This Contract will become effective upon its publication in the contract register in accordance with Act No. 340/2015 Sb., on certain conditions for the effectiveness of some contracts, the publication of certain contracts, and the contract register, as amended. The City will ensure the publication of the Contract in the contract register.



4. This Contract is concluded for the duration necessary to fulfill the subject of this Contract. The City has the right to terminate this Contract without notice. The effects of the termination shall occur upon its delivery to the Expert. The remuneration under this Contract, including travel and accommodation costs, shall not exceed CZK 2,000,000.
5. This Contract contains the entire agreement regarding all matters the Contracting Parties have discussed and agreed upon, which they consider important for the binding nature of this Contract. No statement made by either Contracting Party during the negotiations or after the conclusion of this Contract shall be interpreted in contradiction to the express provisions of this Contract and shall not create any obligation for either Contracting Party.
6. In the event that any provision of this Contract becomes ineffective or invalid, the Contracting Parties agree to promptly replace such provision with a new one. The invalidity of one such provision will not affect the validity of the remaining provisions.
7. If any provision of this Contract is found to be void or null, its impact on the remaining provisions of this Contract will be assessed accordingly, in accordance with § 576 of Act No. 89/2012 Sb., of the **Civil Code**, as amended.
8. This Contract may be amended only in writing in the form of an amendment to this Contract. For this purpose, email exchanges or other electronic communications will not be considered written form.
9. The Contracting Parties agree to exclude the application of § 1978 paragraph 2 of the Civil Code, which states that the expiration of an additional deadline for performance automatically results in the termination of the Contract without further action.
10. The Contracting Parties agree, in accordance with § 1740 paragraphs 2 and 3 of the Civil Code, to exclude the acceptance of an offer that restates the contents of the proposal in different words, or the acceptance of an offer with an addition or deviation, even if the addition or deviation does not substantially change the terms of the offer.
11. Contracting Parties declare that they have read this Contract before signing it, that it was concluded after mutual discussion, in accordance with their true and free will, clearly, seriously, and understandably.
12. In evidence of their serious, free, and true intention to be bound by the provisions of this Contract, which they have read entirely and fully understood before signing, the Contracting Parties affix their signatures below.
13. This Contract is concluded electronically. The date of signing the Contract is part of the signature. The Contracting Parties declare that the persons signing this Contract are authorized to do so.
14. Attachments

Attachment No. 1: Declaration

Article V.

Validity clause according to § 41 of Act No. 128/2000 Sb., on municipalities, as amended:

The City of Ostrava's City Council decided on the conclusion of this Contract by its resolution No. 07172/RM2226/102 dated dne 06.05.2025, by which it was decided to award a small-scale public contract under the designation 'Expert assessment of the proposals of the architectural competition Nové Bazaly', order no. 082/2025.



For the City

For the Expert

Jan Dohnal
The Mayor

Benjamin Veenbrink
Managing Director

"SIGNED ELECTRONICALLY"

"SIGNED ELECTRONICALLY"



**DECLARATION
OF A COMPETITION JURY MEMBER, SUPPORT BODY OR INVITED EXPERT**

NAME OF JURY MEMBER OR EXPERT

In accordance with Section 44 of Act No 134/2016 Sb., on public procurement, as amended, and Section 10(2) of the Competition Rules of the Czech Chamber of Architects dated 29 April 1993, as amended, and in compliance with the Competition Conditions,

I hereby declare

that to ensure the proper conduct of the architectural design competition

NOVÉ BAZALY [NEW BAZALY STADIUM]

I will make decisions impartially, that I have not participated, either directly or indirectly, in the work on the submitted competition designs, that I do not know the names of the authors of the submitted competition designs, that I am independent of the contracting authority (applies only to independent jury members) of the competition in accordance with Section 8(4) of the Competition Rules of the Czech Chamber of Architects, and that I am not in a conflict of interest under Section 44 of Act No 134/2016 Sb., on public procurement, as amended.

I further declare that I will maintain confidentiality regarding any matters I become aware of in connection with my participation in the jury's deliberations, and that I am aware of the legal, professional, and financial consequences arising from any failure to fulfil this obligation.

In on 2025

.....
signed by his/her own hand

