

APPROVED:
SIA "RIGA ROPAX TERMINAL"

Chairperson of the Board
J. Bērziņa,
Rīga, 18.12.2023

Board Member
K. Gabrāns
Rīga, 18.12.2023

Board Member
J. Dreimanis
Rīga, 18.12.2023

OPEN SKETCH DESIGN COMPETITION WITH INVITED PARTICIPANTS

"THE PROSPECTIVE RIGA ROPAX TERMINAL"

(Plots of land with cadastral Nos. 01000122055, 01000130244 and 01000132008)

RIGA, LATVIA

2023

1. THE TERMS USED IN THIS BRIEF

- 1.1. **The Competition** means an open sketch design competition "**The Prospective Riga RoPax Terminal**" with invited participants in one round.
- 1.2. **The Interested Participant of the Competition** means any legal or natural person or an association of such persons in any combination thereof which is interested and wants to take part in the Competition.
- 1.3. **The Invited Participant of the Competition** means the Interested Participant of the Competition, with whom the Commissioner has concluded a contract for the submission of the Sketch Design that complies with the Competition Brief.
- 1.4. **The Participant** means the Interested Participant of the Competition and the Invited Participant of the Competition.
- 1.5. **The Participant of the Competition** means any natural or legal person, and an association of such persons in any combination which has submitted the Sketch Design at the Competition.
- 1.6. **The winner of the Competition** means the Participant of the Competition selected as the first-prize winner.
- 1.7. **The Brief** means this Competition Brief and all its appendices listed in Clause 17 of the present Brief. Any reference to the Brief is deemed to be a reference to the Competition Brief and all its appendices.
- 1.8. **The Sketch Design or the Sketch Design proposal** means architectural and urban planning solutions for the Competition Object and proposals for the improvement and landscaping of its public open space prepared by the Participant of the Competition and submitted as part of the Competition in the scope specified in the Brief.
- 1.9. **The Technical Committee** means experts with advisory rights, appointed by the Commissioner, who examine the compliance of the submitted Sketch Designs with the requirements of the Competition Brief before the Jury commences its work.
- 1.10. **The Jury** means a jury established and approved by the Commissioner, which will professionally evaluate the submitted Sketch Designs. The composition of the Jury is specified in Clause 4 of the Brief.
- 1.11. **A working day** means any day from Monday to Friday, except in the case where the relevant day is designated as a holiday or a public holiday in the laws and regulations of the Republic of Latvia.

2. GENERAL INFORMATION ABOUT THE COMPETITION

- 2.1. **The Commissioner:**
SIA "Riga Ropax Terminal",
Registration No. 40203289209,
Legal address: Eksporta iela 15 k-1, Riga, LV-1045, Latvia
- 2.2. The Commissioner's contact details: Ms. Jūlija Bērziņa, Chairperson of the Board, tel. +371 29851360, e-mail: julija.berzina@rigaport.lv.
- 2.3. The Competition shall take place **from 18 December 2023 till 15 May 2024**.
- 2.4. **The language of the Competition** – Latvian and English. In case of discrepancies, the Latvian language shall prevail.
- 2.5. According to the procedure set out in Clause 14 of the Brief, the winner of the Competition will be invited to the Negotiation Procedure **on the development**

of the construction design and author's supervision of the Competition Object.

2.6. The planned indicative direct **construction costs** of the Competition Object (the building and the territory) are **EUR 97 million**, including:

- Reconstruction of the berths	EUR 30 million, of which EUR 5 million is attributed to the land part,
- Turning basin	EUR 5 million
- Deepening of the riverbed	EUR 5 million
- Public infrastructure (land part)	up to EUR 10 million
- Stage I of the reconstruction of the terminal building and adjacent infrastructure ¹ (land part)	EUR 24 million
- Stage II of the reconstruction of the terminal building ² (land part)	EUR 23 million

The planned costs of the designing of the Competition Object: up to 5% of the construction costs attributable to the land part.

2.7. The submission of a Sketch Design is an expression of the Interested Participant's free will, therefore regardless of the results of the Competition, the Commissioner shall not be liable for any Interested Participant's expenses related to the preparation of an application, development and submission of the Sketch Design for the Competition.

3. THE COMPETITION OBJECT, THE AIM AND TASKS

3.1. **The Competition Object** is the Riga RoPax Terminal (its part on the land), which would ensure the reception of passengers in a modern and sustainable passenger terminal, develop the Ro-Ro cargo segment, double the number of cruise ship arrivals per year and create prerequisites for the future development of the home port of cruise ships.

3.2. **The purpose of the Competition** is to obtain a sketch design with elaborate urban planning and architectural solutions for the Competition Object complying with the requirements of the Brief, ensuring rational use of funds and free competition between participants, and to obtain a partner for further development and author's supervision of the construction design of the Competition Object.

3.3. **The task of the Competition** is to determine the best proposal for the vision of spatial development of the territory of the Riga RoPax Terminal among the Sketch Designs submitted in the Competition.

4. THE JURY

4.1. By Decision No. VS01/2023 of the Commissioner's Board the Jury has been approved in the following composition:

- 4.1.1. Chairperson of the Jury – Ms. Jūlija Bērziņa, Chairperson of the Board of SIA "Riga Ropax Terminal";
- 4.1.2. Member of the Jury – Mr. Edgars Zalāns, leading architect/planner at LLC "RIGA PORT CITY";

¹ For scopes, see Appendix 1 to the Brief "Designing Programme of the Competition"

² For scopes, see Appendix 1 to the Brief "Designing Programme of the Competition"

- 4.1.3. Member of the Jury – Ms. Māra Kalvāne, urban planner, representative appointed by the LATVIAN ARCHITECTS' ASSOCIATION;
 - 4.1.4. Member of the Jury – Mr. Henri Chauveau, Director of Development of an international construction company;
 - 4.1.5. Member of the Jury – Mr. Uldis Lukševics, architect, representative appointed by the LATVIAN ARCHITECTS' ASSOCIATION;
 - 4.1.6. Standby member of the Jury (without voting rights until the moment when he/she replaces a member of the Jury with voting rights) – Mr. Uģis Kaugurs, architect;
 - 4.1.7. Member of the Jury without voting rights – Mr. Pēteris Ratas, architect, representative delegated by Riga City Council City Development Department;
 - 4.1.8. Member of the Jury without voting rights – Ms. Inguna Jekale, architect, representative delegated by the State Inspection for Heritage Protection;
 - 4.1.9. Member of the Jury without voting rights – Ms. Inese Dābola, representative delegated by the Neighbourhood association Pētersala-Andrejsala;
 - 4.1.10. Member of the Jury without voting rights – Mr Gvido Princis representative delegated by the Freeport of Riga Authority.
 - 4.1.11. Coordinator of the Jury without voting rights – Ms. Dace Kalvāne, architect, Board Member of the LATVIAN ARCHITECTS' ASSOCIATION.
- 4.2. The Coordinator of the Jury is a person appointed by the Commissioner who ensures smooth running of the Competition and is responsible for ensuring the anonymity of the submitted Sketch Designs and the mottoes of the Participants until the end of the evaluation period of the Sketch Designs. The Coordinator of the Jury is not a member of the Jury.
- 4.3. The members of the Jury cannot be replaced or changed. If a member of the Jury with voting rights is unable to take part in the evaluation of the Sketch Designs due to objective reasons, his/her duties will be performed by a previously approved standby member of the Jury.
- 4.4. A member of the Jury and the Coordinator of the Jury have no right to be a Participant of the Competition or to represent a Participant of the Competition.

5. REMUNERATION AND PRIZE MONEY

- 5.1. **The total amount of remuneration and prize money of the Competition: EUR 65,000.00** (sixty-five thousand, 00 cents), where:
- 5.1.1. The remuneration in the amount of EUR 10,000.00 (ten thousand euros) is allocated to each **Invited Participant of the Competition**;
 - 5.1.2. The prize money of the Competition is EUR 35,000.00 (thirty-five thousand euros, 00 cents) consisting of:
 - 5.1.2.1. EUR 18,000.00 (eighteen thousand euros, 00 cents) for first-place winner of the winner of the Competition;
 - 5.1.2.2. EUR 10,000.00 (ten thousand euros, 00 cents) for second-place winner;
 - 5.1.2.3. EUR 7,000.00 (seven thousand euros, 00 cents) for third-place winner.

5.2. The award/prize money of the Competition is paid out only if the Invited Participant of the Competition/Participant of the Competition meets the professional qualification requirements specified in the Brief.

6. COMPETITION DOCUMENTATION AND EXCHANGE OF INFORMATION

6.1. The following Invited Participants of the Competition shall take part in the Competition:

6.1.1. Berenblum Busch Architects, Inc., registration No.27-1738659, USA;

6.1.2. Osaühing R-KONSULT, registration No.10024881, Estonia;

6.1.3. Arkkitehtitoimisto ALA Oy (ALA Architects Ltd), registration No.1951598-7, Finland.

6.2. Any Participant can access the Competition Brief (including amendments to it, if there are any):

6.2.1. on the Commissioner's website: <https://www.rrt.metukonkurss.lv/>

6.2.2. On the Commissioner's website: www.ropax.lv

6.2.3. on the website of the LATVIAN ARCHITECTS ASSOCIATION (LAA): <https://www.latarh.lv/konkursi/latvijas/>

6.3. The Participants shall register for participation in the Competition by filling in the online registration form on the Competition website specified in Clause 6.2.1 of the Brief.

6.4. Immediately after the registration, the Participants registered on the Competition website will be automatically sent Competition materials to the e-mail address they have indicated during the registration.

6.5. The exchange of information between the Commissioner and the Participants regarding the Brief and its appendices shall take place only electronically in Latvian and/or English.

6.6. The contact person for questions or explanations regarding the Brief, as well as about the submission of the Sketch Design is **Ms. Dace Kalvāne**, Coordinator of the Jury, telephone: **+371 29480702**. Questions and requests for explanations must be sent electronically to the e-mail address: rrt@metukonkurss.lv

6.7. The Coordinator of the Jury shall provide answers to the questions and requests for explanations submitted in the below-mentioned stages within five working days after the end of the relevant stage, sending the answer to the Participant and publishing the questions and answers on the Competition website referred to in Clause 6.2.1 of the Brief:

6.7.1. **Stage 1:** 3 weeks after the announcement of the Competition;

6.7.2. **Stage 2:** 4 – 7 weeks after the announcement of the Competition;

6.7.3. **Stage 3:** 8 – 11 weeks after the announcement of the Competition.

Answers will not be provided to the questions and requests submitted after Stage 3.

6.8. The Brief was developed in line with the following laws and regulations:

6.8.1. Construction Law;

6.8.2. Copyright Law;

6.8.3. Cabinet Regulation No. 500 "General Building Regulations" of 19 August 2014 (hereinafter – CR No. 500);

- 6.8.4. Cabinet Regulation No. 529 "Building Construction Regulations" of 2 September 2014;
- 6.8.5. Cabinet Regulation No. 693 "Construction Standard LBN 200-21 of General Requirements for Buildings" of 19 October 2021;
- 6.8.6. "Guidelines of Good Practice for Competitions" of the LATVIAN ARCHITECTS' ASSOCIATION, approved at the LAA Board meeting on 11 April 2017;
- 6.8.7. Binding Regulation No. RD-23-209-sn "Binding Regulations on the Use and Construction in the Southern Part of the Export Port" of the Riga City Council of 29 June 2023³;
- 6.8.8. Binding Regulation No. 46 "Binding Regulations on the Use and Construction in the Export Port and the Territory Adjoining It" of the Riga City Council on 11 July 2018.

7. SUBMISSION OF SKETCH DESIGNS

- 7.1. The Sketch Design presented in accordance with the requirements of Clauses 8.1 to 8.3 of the Competition Brief shall be submitted in one copy to the Coordinator of the Jury **by 25 March 2024 at 10:00 a.m. in Riga**, at the LATVIAN ARCHITECTS' ASSOCIATION, Torņa iela 11. The Sketch Designs submitted after the specified deadline will not be accepted for evaluation.
- 7.2. The Coordinator of the Jury shall register the contact persons of the Participants of the Competition who submit the Sketch Designs. The received Sketch Designs shall be registered in the order of their submission, indicating the date and time of their receipt and the motto, and if necessary, acknowledgments of receipt of the Sketch Designs shall be issued to the contact persons. The Coordinator of the Jury shall ensure the storage of the Sketch Designs.
- 7.3. If the Sketch Design is sent by post or by courier, the Participant shall assume the risk and ensure safe receipt of the Sketch Design by the Commissioner at the address indicated in Clause 7.1 of the Brief by the deadline of Sketch Design submission. The Participant shall bear all costs related to the delivery of the Sketch Design to the Commissioner.
- 7.4. The individual Sketch Design packages that are submitted in person, sent by post or by courier (the first part of the Sketch Design: the Sketch Design, bound document with explanatory description, data carrier; the second part of the Sketch Design – a sealed envelope with the indication "Disclosed motto) shall be marked, without opening them, indicating the date, time and serial number of its receipt, and a note if the presentation of the submitted Sketch Design does not comply with the requirements of Clauses 8.1 to 8.4 of this Brief.
- 7.5. The Participant of the Competition can make amendments to the submitted Sketch Design, supplement or withdraw it before the deadline for submission of Sketch Designs. Any Sketch Design withdrawn by the Participant before the deadline for Sketch Design submission or received by the Commissioner after the deadline for Sketch Design submission will not be considered and will be returned or sent back unopened to the Participant of the Competition.
- 7.6. The submission of the Sketch Design is an expression of the Participant's free will; therefore, regardless of the Competition results, the Commissioner shall not

³ The initiator of the respective local plan was JSC "Rīgas 1.Saldētava" (current name – SIA "Eksportostas īpašumi"). At the moment when JSC "Rīgas 1. Saldētava" invested its property, which is located in the local plan territory, in the share capital of (the Commissioner) SIA "Rīga Ropax Terminal", SIA "Rīga Ropax Terminal" (the Commissioner) became the initiator of the local plan indicated in Clause 121.

assume any responsibility for the expenses incurred by the Participant related to preparation and submission of the Sketch Design for the Competition.

- 7.7. The Participant of the Competition, who has not been awarded any place, by submitting a request for the return of the Sketch Design to the Commissioner, shall be entitled to receive the Sketch Design in Riga, at the LATVIAN ARCHITECTS' ASSOCIATION at Torņa iela 11, within one month after the announcement of the Competition results. The Coordinator of the Jury shall hand out the submitted Sketch Designs with the attached documents within 5 (five) working days after receiving the request from the Participant. The Sketch Designs will not be kept/will be destroyed after the expiry of the period specified in this clause.

8. CONTENT AND PRESENTATION OF THE SKETCH DESIGN

- 8.1. The Sketch Design, which consists of two parts, must be submitted in a single package, with an indication:

*"The Sketch Design proposal
The title of the Competition "The Prospective Riga RoPax Terminal"
Motto: _____"*

The motto should consist of a combination of three letters and three digits which must not give any indication of the author(s) of the Sketch Design in order to ensure the Participant's anonymity. The Participant shall use the same motto for marking all materials of the Sketch Design.

- 8.2. The first part of the Sketch Design shall consist of:

- 8.2.1. **the Sketch Design** – the graphical part of the development vision for the Riga RoPax Terminal in line with the Brief (and the requirements specified in its appendices) on A1-size panels in accordance with Clause 8.6.1 of the Brief,
- 8.2.2. **the bound document with explanatory description** in accordance with Clause 8.6.2 of the Brief,
- 8.2.3. **the data carrier** in line with Clause 8.6.3 of the Brief.

- 8.3. The second part of the Sketch Design shall consist of a separate sealed package, on which, in addition, to the information specified in Clause 8.1 of the Brief, it is written: "DISCLOSED MOTTO AND QUALIFICATION DOCUMENTS" containing:

- 8.3.1. a disclosed motto presented according to Appendix 2 of the Brief;
- 8.3.2. pursuant to Clause 9.2 of the Brief the application form filled in by the Participant of the Competition for the participation in the Competition in line with Appendix 3 to the Brief;
- 8.3.3. if applicable, documents referred to Clause 9.3.1 of the Brief;
- 8.3.4. if applicable, documents referred to Clause 9.3.2 of the Brief;
- 8.3.5. a signed statement drawn up in a free form on the financial turnover in the area of designing in line with Clause 9.3.3 of the Brief;
- 8.3.6. pursuant to Clause 9.4.1 of the Brief the information confirming the Participant's experience in line with Appendix 4 to the Brief;
- 8.3.7. according to Clause 9.4.2 of the Brief, the Participant's declaration of the involvement of the required specialists written in accordance with Appendix 5 to the Brief, and attaching the relevant documents;

8.3.8. the estimated costs of development of the construction design and spatial planning presented in the template in Appendix 6 to the Brief.

8.4. The Sketch Design package containing all three components of the first part of Sketch Design referred to in Clause 8.2 of the Brief and the package of the second part of the Sketch Design with the indication "*DISCLOSED MOTTO AND QUALIFICATION DOCUMENTS*" as indicated in Clause 8.3 of the Brief, must be securely sealed. The Sketch Design package and the Sketch Design, the bound document, the data carrier and the sealed envelope with the indication "*DISCLOSED MOTTO AND QUALIFICATION DOCUMENTS*" must not have any signs or logos that may identify the Participant. All inscriptions must be made in block letters, avoiding any features that may lead to the identification of the Participant.

8.5. The proposed Sketch Design solutions must meet the following requirements:

8.5.1. the Sketch Design solutions must be developed, taking into account the data provided by the Commissioner as part of this Competition, including the Brief and its appendices;

8.5.2. the Sketch Design solutions must be developed, observing the principle of optimal and economical use of financial resources in the implementation of the Competition Object;

8.5.3. the Sketch Design solutions must be aesthetic and blend well within the cityscape of the Competition Object;

8.5.4. the Sketch Design must be developed respecting the applicable laws and regulations of the Republic of Latvia and the European Union.

8.6. **The Sketch Design shall consist of:**

8.6.1. **Graphical material** to be produced on A1-size, vertically oriented, foam boards not thicker than 5 mm, with the following information:

8.6.1.1. Schemes of transport flows of the study area, scale 1:2000.

8.6.1.2. The master plan of the territory of the Competition object in scale 1:1000 with the ground-floor floor plans of the buildings; a concept for the landscaping and greening of the territory; technical and economic parameters.

8.6.1.3. Characteristic floor plans of the terminal in scale 1:250, indicating the main passenger flows, legend or names of the rooms, construction axes and dimensions between them.

8.6.1.4. Schemes of characteristic sections of the terminal in scale 1:250 with height marks, construction axes and dimensions between them.

8.6.1.5. Characteristic elevations of the terminal in scale 1:250 with height marks, construction axes and dimensions between them, incl. a conceptual use of materials/a legend showing materials used for filling of openings.

8.6.1.6. Eight visualizations or photomontages, which clearly show the basic idea of the design and which describe the synthesis of the proposed idea in the context of the existing urban environment, guided by the main view perspectives (see the scheme in the Competition source materials folder No. 7_1_0_marked_points_of_photofixation).

8.6.2. **The bound document** in A3-size (420 mm x 297 mm) in two copies which includes:

- 8.6.2.1. A brief summary of the problems solved as part of the project and of the conceptual approach used.
- 8.6.2.2. An outline of the urban planning concept, emphasizing the organisation of the transport flow, incl., a traffic circle solution and passenger flow organisation.
- 8.6.2.3. A description of the proposed functional and architectural idea for the passenger terminal.
- 8.6.2.4. Technical parameters of the Competition Object:
 - the total area of the building (m²),
 - the useful (carpet) area of the spaces of the surface floors of the building (m²),
 - roads and squares (m²),
 - area of greenery (m²),
 - the number of parking spaces (pcs.);
 - the number of bicycle stands (pcs.);
 - the number of coach stands (pcs.);
 - organisation of the movement of pedestrians, cyclists, road transport, public transport.

Scaled-down colour reproductions of the panels.

- 8.6.3. One USB **memory stick** with:
 - 8.6.3.1. pictures of all A1-size panels with 300dpi resolution in A1-size;
 - 8.6.3.2. the bound document including the explanatory description and all graphical materials required to show the idea of the project in two versions – as .pdf file and .jpg file, and each document must have a descriptive name;
 - 8.6.3.3. a combined 3D model of the Competition Object in .ifc format (LOD 200), choosing meters (m) as a unit of measurement and adding textures and materials used to the model;
 - 8.6.3.4. visualization(s) of the exterior and interior for publication at the author's discretion.

8.7. The Participants must verify the functionality of the digital files before submitting the Sketch Design. All 3D models must be usable and transferable to third parties. The 3D model must meet the above requirements.

8.8. The solutions of the Sketch Design must be developed in accordance with the Brief and its appendices and they must be sufficiently detailed to allow the Jury to have a complete idea of the offered solutions.

9. REQUIREMENTS FOR THE PARTICIPANT OF THE COMPETITION AND DOCUMENTS TO BE SUBMITTED AS PART OF THE SKETCH DESIGN

9.1. The professional qualification requirements of the Competition Participants are mandatory for all Participants who submit a Sketch Design in order to receive an award/prize money and obtain the right to conclude a contract for the development and author's supervision of the construction design. The Participant of Competition is aware that any information included in the application or qualification documents, which contradicts the Briefs, may be a reason for deeming the Participant as failing to meet the professional

qualification requirements set out in the Brief and for rejection of the Sketch Design proposal, i.e. exclusion of the Participant from the Competition.

9.2. The Participant of the Competition shall prepare and submit an application for participation in the Competition, namely, the Participant must submit:

9.2.1. the application filled in according to Appendix 3 to the Brief to take part in the Competition signed by the Participant or Participant's representative who has a right of representation or an authorised person;

9.2.2. a document (the original or a copy certified by the Participant) confirming a right of representation of a person who signs the competition documents on the Participant's (legal person's) behalf; If the application has been signed by a person authorised by the Participant's representative with the right of representation, an appropriate power of attorney (the original or a copy certified by the Participant) must also be enclosed to the application.

9.2.3. If the Participant is an association of persons and the right of representation has not been stipulated in the agreement of the association of persons or a power of attorney has not been issued, the original of the application must be signed by a representative of each person included in the association of persons with the right of representation.

9.3. The Participant's eligibility to perform professional activity:

No.	Commissioner's requirement	Participant of the Competition must submit
9.3.1.	The Participant of the Competition must be registered in the Commercial Register of Latvia or in an equivalent register in a foreign country if the laws of the country in question so provide. This requirement applies to all members of the partnership (if the proposal is submitted by a partnership) or all members of an association of persons (if the proposal is submitted by an association of persons).	<p>*The Commissioner shall verify the Participant who is registered in the Commercial Register of the Republic of Latvia on the website (https://info.ur.gov.lv/#/data-search) of the Enterprise Register. If the Participant of the Competition, its owner and/or a company included in the ownership structure is a joint-stock company, the Participant of the Competition must also submit the register of shareholders of the joint-stock companies included in the ownership structure.</p> <p>* The Participant that is registered in a foreign country must submit a copy of a merchant's certificate of registration, or a document issued by an equivalent authority which complies with the laws and regulations of the relevant country. If such a document does not exist (the regulatory framework of the country of registration does not require issue of a certificate of registration), information is submitted about the time of registration, the Participant's registration number, and the</p>

		competent authority in the country of registration which can attest to the fact of registration if necessary. A statement regarding the Participant's legal representatives (persons entitled to sign) and the structure of owners, and the documents confirming this information must also be submitted.
9.3.2.	In the event of concluding the contract on development of a construction design and author's supervision, the Participant of the Competition must be registered in the Register of Construction Merchants of the Republic of Latvia in line with the provisions of the Construction Law and Cabinet Regulation No. 116 "Regulations Regarding the Registration of Construction Merchants" of 25 February 2014. This requirement also applies to a member of the partnership, a member of an association of suppliers (if the Sketch Design is submitted by a partnership or an association of suppliers) that will perform designing.	<p>* The Commissioner will check the fact of registration of a person registered in the Register of Construction Merchants of the Republic of Latvia in the Building Information System www.bis.gov.lv.</p> <p>* The Participant that is registered in a foreign country must submit a document issued by an equivalent authority that in accordance with the laws and regulations of the relevant country attests to the Participant's right to perform designing.</p> <p>* The Participants who are not registered in the Register of Construction Merchants of the Republic of Latvia shall submit a declaration that in the event of them winning the negotiation procedure of the Competition, they will register in the Register of Construction Merchants of the Republic of Latvia within 10 business days from the date when the Commissioner's decision on awarding the right to conclude the contract has entered into force.</p>
9.3.3.	The Participant's average financial turnover in the area of designing in three years (2022, 2021, 2020) must be at least EUR 500,000 (excluding VAT). If the Participants has been registered less than three years, then for the whole period of its operation. If the proposal is submitted by a partnership or an association of persons, the average financial turnover of the Participant of the Competition shall be calculated from the total financial turnover of all members of the partnership or association of persons.	A signed statement drawn up in a free form on the financial turnover in the area of designing.

9.4. Technical and professional capacity:

No.	Commissioner's requirement	Participant of the Competition must submit
9.4.1.	Over the previous five years (2018, 2019, 2020, 2021 and 2022 or until the date of submission of the Sketch Design), the Participant of the Competition shall have the experience:	
9.4.1.1.	<p>in the development of a construction design for at least one object of similar importance and size, which has a status of a public building (a building in which more than 50 % of the total area of the building is a public space or premises for public function, or an engineering structure intended for public use and which corresponds to the status of a Group III building in line with Cabinet Regulation of 19 October 2021 No 693 "Construction Standard LBN 200-21 of General Requirements for Buildings" (according to Appendix 1 to Cabinet Regulation No 500)) and pursuant to other provisions of the laws and regulations in force;</p> <p><i>The construction design proving the experience must be fully developed, approved and accepted by a construction board or by another foreign competent institution under the procedures specified in the laws and regulations.</i></p>	Information confirming experience filling in the template in Appendix 4 to the Brief.
9.4.1.2.	<p>in the development of at least one construction design or Sketch Design with an urban development and landscaping concept where:</p> <ul style="list-style-type: none"> - the object is a public area; - the territory is accessible to the public; - solutions for transport infrastructure were developed as part of the design. <p><i>The construction design proving the experience must be fully developed, approved and</i></p>	

	<i>accepted by a construction board or by another foreign competent institution under the procedures specified in the laws and regulations.</i>	
9.4.2.	The following specialists are at the Participant's disposal at the moment of preparation of the Sketch Design or will be engaged in case of signing the contract:	
9.4.2.1.	<p>An architect (all criteria must be met):</p> <ul style="list-style-type: none"> - who has a document confirming a right of an architect's independent practice issued by a competent authority in the Republic of Latvia or in a foreign country, if the laws and regulations of the respective country so provide; - who, in the previous five years, has developed at least one construction design for reconstruction or construction of a new public building corresponding to the status of a Group III building (according to Appendix 1 to Cabinet Regulation No. 500) which has been approved by the Construction Board (a relevant competent authority in a foreign country). 	<p>The Participant's declaration of the involvement of the required specialists (written in accordance with Appendix 5 to the Brief).</p> <p>For each involved specialist, in addition to the template specified in Appendix 5, the following must be attached:</p> <p>For an architect:</p> <ul style="list-style-type: none"> - The Commissioner will check public databases regarding the architect who has been issued a certificate by the competent authority of the Republic of Latvia; - if the architect acquired the right of independent practice abroad, a certified copy of the architect's certificate of independent practice or a decision of the competence verifying authority on the awarding of the architect's certificate must be attached. If the laws and regulations of the relevant country do not provide for the issue of such a document, the qualification of the specialist shall be certified as prescribed by the laws of the relevant country (e.g. indicating a publicly accessible register where the Commissioner can verify the qualification of the specialist). <p>For a landscape architect:</p> <ul style="list-style-type: none"> - a copy of a document confirming the education and, if applicable, a document confirming the right of independent practice issued by a competent institution in the Republic of Latvia or in a foreign country if the laws and regulation of the relevant country so provide;
9.4.2.2.	<p>A landscape architect (all criteria must be met):</p> <ul style="list-style-type: none"> - who has a document of higher education proving the qualification of a landscape architect, issued in accordance with the laws and regulations of the relevant country; - who, in the previous five years, has developed a design for landscaping and improvement of the urban area which has been approved by the Construction Board (or a relevant competent authority in a foreign country). 	

9.4.2.3.	<p>An urban planner (all criteria must be met):</p> <ul style="list-style-type: none"> - who has a document confirming higher education in the fields related to urban planning issued in accordance with the legal acts of the relevant country; - who, in the previous five years, has developed a detail design of a local design that has been approved by the Construction Board (or a relevant competent authority in a foreign country). 	<p>For an urban planner and a transport specialist:</p> <ul style="list-style-type: none"> - a copy of a document confirming the education and, if applicable, a document confirming the right of independent practice issued by a competent institution in the Republic of Latvia or in a foreign country if the laws and regulation of the relevant country so provide. <p>The Commissioner can verify the validity of such documents in publicly available sources.</p>
9.4.2.4.	<p>A transport specialist (all criteria must be met):</p> <ul style="list-style-type: none"> - who has a document confirming higher education in the fields related to designing of transport systems issued in accordance with the legal acts of the relevant country; - who has a document confirming the right to practise independently as a building specialist in designing of roads issued by a competent authority in the Republic of Latvia or in a foreign country if the laws and regulations of the respective country so provide. 	

9.5. The Participant of the Competition may rely on the capacity of another person in order to meet the professional qualification requirements. If the Participant relies on the capacity of another person, he/she must submit a confirmation or agreement of the relevant person that the necessary resources have been made available to the Participant of the Competition.

10. EVALUATION OF SKETCH DESIGNS

10.1. The Competition is considered to have taken place if, according to Clause 7.1 the Competition Brief, at least three (3) Sketch Designs have been submitted for evaluation within the set deadline. If the minimum number of the Sketch Designs specified in this Clause has not been submitted within the specified period, the Commissioner shall inform all Participants within three working days after the decision is made of the termination of the Competition or on the extension of the term specified in Clause 7.1 of the Brief by publishing a relevant notice on the websites indicated in Clause 6.2 of the Brief.

- 10.2. The Jury shall have a decision-making power if at least two-thirds of its voting members participate in its session. Each voting member of the Jury shall have one vote. The Jury shall make its decisions in an open voting by a simple majority. If the number of votes is the same, the vote of the Chairperson of the Jury shall be a decisive one. The Jury's decision is final. All decisions of the Jury specified in the Brief must be made in accordance with the procedures specified in this Clause.
- 10.3. In a closed session on 25 March 2024, the Coordinator of the Jury and Commissioner's representatives shall open the packages of the submitted Sketch Designs marked in line with the instructions contained in Clause 8.1 of the Brief, and prepare the submitted materials for evaluation at the Technical Committee.
- 10.4. After the deadline for submission of the Sketch Designs, the Coordinator of the Jury shall organise the work of the Technical Committee and the Jury within four calendar weeks.
- 10.5. First, the submitted Sketch Designs shall be examined by the Technical Committee, which shall prepare an opinion on their compliance with the Brief within ten calendar days after the deadline for submitting the Sketch Designs, and submits it to the Coordinator of the Jury. This conclusion is of analytical and informative nature.
- 10.6. After receiving the opinion of the Technical Committee, the Coordinator of the Jury shall organise the Jury's session where the members of the Jury shall familiarise themselves with the opinion of the Technical Committee and decide on the issues referred to in Clauses 10.7-10.8 of the Brief and the deadline when the members of the Jury have to submit their individual assessments of the Sketch Designs.
- 10.7. The Jury shall examine all submitted Sketch Designs. If, according to the opinion of the Technical Committee, the Participant has not fulfilled any of the minimum requirements for the Sketch Design set out in the Brief, the Jury may decide to exclude the relevant Sketch Design from further evaluation/Competition, indicating this in the Jury's decision.
- 10.8. If the Jury finds markings on the Sketch Design or the materials attached to it that could in any way identify the Participant, it shall exclude the Sketch Design from further evaluation/Competition, making a note of this in the Jury's conclusion.
- 10.9. The members of the Jury shall evaluate each Sketch Design individually against the evaluation criteria set out in Clause 11 of the Brief, ensuring the anonymity of the Participant during the evaluation until the Jury's decision on the evaluation results of the Sketch Design proposal is made. The member of the Jury shall submit his/her individual assessment for each evaluated Sketch Design to the Coordinator of the Jury within the deadline set by the Jury.
- 10.10. After receiving the individual assessments of the members of the Jury submitted within the deadline, the Coordinator of the Jury shall collect and add together the number of points awarded in the individual assessments of the members of the Jury to the respective Sketch Design, and divide it by the number of voting members of the Jury, thereby calculating the total number of points obtained by each submitted Sketch Design and ranking them in order from highest to lowest.
- The Coordinator of the Jury shall inform the Jury about the results of the overall evaluation of the Sketch Designs. If several Sketch Designs have received the same number of points, the Jury shall make a decision on the distribution of places for the respective Sketch Designs (which should be awarded a higher

place) and then approve the results of the overall evaluation of the Sketch Designs.

The said results of the overall evaluation shall be taken into account to determine which envelopes with disclosed mottoes of the Sketch Designs should be opened at the session for disclosing the mottoes (see Clause 12 of the Brief), but they are not yet considered to be the results of the Competition, since the Competition results and, thus, the distribution of awards will be determined afterwards when the qualification of all Participants of the Competition have been verified.

10.11. The Jury may invite an expert or experts as advisors for evaluation of the Sketch Designs. The experts and the Coordinator of the Jury shall not participate in decision-making regarding the evaluation results of the Sketch Designs and distribution of the awards.

10.12. After summarising the results of the overall evaluation, the Jury shall make a decision on (1) the approval of the conclusion, (2) the date, time and place of the meeting for disclosing the mottoes, and (3) proposals for the further use of the Sketch Designs.

10.13. The estimated term of the Jury's approval of the conclusion regarding the results of the overall evaluation of the Sketch Designs and the decisions made - 5 weeks after the end of the deadline for submitting the Sketch Designs.

10.14. The Jury shall prepare and approve the conclusion specified in Clause 10.13 of the Brief, which includes:

10.14.1. information about the Sketch Designs that were excluded from the evaluation/Competition, indicating the reason for their exclusion;

10.14.2. information about the evaluated Sketch Designs;

10.14.3. individual assessments by each member of the Jury, which includes a justification of the number of points awarded for each criterion;

10.14.4. results of the Jury's overall evaluation of the Sketch Designs;

10.14.5. experts' statements if there are any;

10.14.6. recommendations to the Commissioner on the further use of the Sketch Designs;

10.14.7. an individual assessment of a Jury member if any of the members of the Jury does not agree with any of the decisions of the Jury.

10.15. The Coordinator shall include the conclusion referred to in Clause 10.14 of the Brief regarding the Jury's decision about the evaluation results of the Sketch Designs in the Competition report indicated in Clause 12.7 of the Brief.

11. EVALUATION CRITERIA OF SKETCH DESIGNS

11.1. The Jury members shall individually assess the submitted Sketch Designs and substantiate the number of points awarded for each criterion according to the principles of the New European Bauhaus, i.e. beauty, sustainability and inclusion, which will be taken into account in each of the following evaluation criteria:

No.	Evaluation criteria of Sketch Designs	Points (max 100 in total)
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11.1.1.	The layout of the territory of the Competition Object, taking into account the organisation of transport flows, including a traffic circle solution and organisation of passenger flows	from 0 to 30
11.1.2.	The quality of the functional and architectural solution of the passenger terminal, the originality of the idea, the accessibility of the environment	from 0 to 30
11.1.3.	The ability of the layout of the territory and the passenger terminal to accommodate all the required spaces defined in the Designing Programme, and its compliance with the specified purpose of use.	from 0 to 20
11.1.4.	A concept of landscaping and greening of the public open space of the Competition Object	from 0 to 20

12. DISCLOSURE OF THE MOTTOES

- 12.1. The Coordinator shall inform electronically all contact persons of the Participants about the place, date and time of the meeting for disclosing the mottoes determined by the Jury no later than within 5 (five) days before the respective meeting, and publish this information on the Competition websites referred to in Clause 6.2 of the Brief.
- 12.2. The meeting for disclosing the mottoes is open and can be organised with the Participants attending in person or online, notifying all Participants of the Competition.
- 12.3. At the meeting for disclosing the mottoes, only the mottoes of the three highest place winners according to the results of the overall evaluation of the Sketch Designs shall be disclosed. The Coordinator shall first name the motto of the third-place winner, then the motto of the second-place winner, and finally name the motto of the first-place winner. After that, the letters with disclosed mottos are opened, with the winner of third-place of the Competition named first, and the rest of the winners named in ascending order until the winner of the Competition is announced last. After the conclusion of the meeting for disclosing the mottoes, the Participants of the Competition can ask the Coordinator of the Jury to present the results of the overall evaluation of the Sketch Designs approved by the Jury (the list will be available at the meeting for disclosing the mottoes).

13. ASSESSMENT OF PARTICIPANTS' COMPLIANCE WITH PROFESSIONAL QUALIFICATION REQUIREMENTS, DETERMINATION OF AWARD-WINNERS OF THE COMPETITION, ANNOUNCEMENT OF RESULTS, PAYMENT OF REMUNERATION AND PRIZE MONEY

- 13.1. Within 2 (two) weeks after the meeting for disclosing the mottoes, the Commissioner shall verify the compliance with the professional qualification requirements of those Participants who have acquired the highest results in the overall evaluation of the Sketch Designs. The compliance of all Invited Participants of the Competition with the qualification requirements set forth in the Brief shall be verified, as well as the compliance of as many winners of the highest places as required for the determination of three winners of awards (i.e. the Commissioner shall not verify the compliance with the qualification

requirements laid down in the Brief of those Participants who have a lower score than the prize winners). If the Commissioner finds that the information or document provided by the Participant of the Competition proving his/her compliance with the professional qualification requirements set out in Clause 9 of the Brief, is unclear or incomplete, the Commissioner may request the Participant or the competent institution to explain or supplement the said information or document, or submit the missing document, ensuring equal treatment of all Participants to be verified. At the end of the verification, the Commissioner shall submit a report on the results of the verification to the Coordinator of the Jury.

13.2. After receiving the Commissioner's report on the verification results, the Coordinator of the Jury shall organise a remote (online) meeting of the Jury, where the Jury shall make the following decisions:

13.2.1. on the exclusion from the Competition of the Participants who, according to the results of the overall assessment of the Sketch Designs approved by the Jury, have won the highest places, but who do not meet the professional qualification requirements set out in the Brief. The Invited Participant of the Competition who does not meet the professional qualification requirements set out in the Brief is also excluded from the Competition;

13.2.2. on the confirmation of the Competition results (the winner of the Competition and prize-winners), taking into account that the winner of the Competition and prize-winners are deemed to be those Participants of the Competition who have the highest score after the overall evaluation of the Sketch Designs and who meet the professional qualification requirements.

13.3. Within 1 (one) month after the meeting for disclosing the mottoes, the Coordinator of the Jury shall prepare and publish the report on the Competition results on the Competition websites referred to in Clause 6.2 of the Brief, which includes at least:

13.3.1. the identification number;

13.3.2. the name, address and other details of the Commissioner if necessary;

13.3.3. a description and the aim of the project;

13.3.4. information about the Participants who took part in the Sketch Design Competition;

13.3.5. information about the Participants who were excluded from the Competition;

13.3.6. information about the composition of the Jury and Jury's conclusion;

13.3.7. information about the winner of the Competition and the winners of the second and third places, as well as on the decision regarding the awarded prizes.

13.4. The Commissioner shall pay the prize money within 30 (thirty) days after the Competition report has been published on the Competition websites listed in Clause 6.2 of the Brief and when the invoice issued by the prize-winner has been received. The prize money shall be transferred to the bank account indicated in the Participant's invoice and it shall be deemed to be received on the date when the relevant funds are debited from the Commissioner's bank account.

13.5. The Commissioner shall pay the remuneration specified in Clause 5.1.1 of the Brief to the Invited Participant of the Competition for the submission of the Sketch Design to the Competition if the Jury has acknowledged that the Sketch

Design meets the requirements of the Brief and that the Participant meets the professional qualification requirements for the Participants of the Competition. The remuneration shall be transferred within 30 (thirty) days after the Competition report has been published on the Competition websites listed in Clause 6.2 of the Brief and when the invoice issued by the Invited Participant of the Competition has been received. The remuneration shall be transferred to the bank account indicated in the Participant's invoice and it shall be deemed to be received on the date when the relevant funds are debited from the Commissioner's bank account.

- 13.6. To legal persons the prize money shall be transferred in full amount, but in case of natural persons taxes will be withheld in accordance with the laws and regulations of the Republic of Latvia.

14. NEGOTIATION PROCEDURE

- 14.1. Given that it is economically and technically justified, after announcing the Competition results, the Commissioner shall invite the winner of the Competition to the Negotiation Procedure for concluding the contract for the development and author's supervision of the construction design of the Competition Object.
- 14.2. The Commissioner shall send the winner of the Competition an invitation to submit a proposal for participation in the Negotiation Procedure (hereinafter – the Invitation), where, among other things, the place, deadline and time for submitting the proposal are indicated.
- 14.3. If the Commissioner is unable to agree with the winner of the Competition on the conclusion of the contract, the Commissioner has the right to invite the runner-up and then the third-place winner to the Negotiation Procedure.
- 14.4. After receiving the invitation to the Negotiation Procedure, the Participant shall submit to the Commissioner the proposal prepared in accordance with the requirements set out in the Invitation.
- 14.5. In order to ensure the continuity of the Jury's work, if required, the Commissioner shall invite one or several members of the Jury to the Negotiation Procedure as independent experts with no right to vote.
- 14.6. The Commissioner may terminate the Negotiation Procedure or not conclude a contract with the Participant of the Competition if at least one of the following circumstances occurs:
- 14.6.1. the Participant has not submitted a proposal in line with the requirements set out in the Commissioner's invitation and/or does not come to the negotiations within the specified term;
 - 14.6.2. the Participant and/or his/her proposal does not comply with the qualification requirements specified in the Commissioner's invitation, including the Participant does not have sufficient resources to provide services, incl. he/she is unable to attract subcontractors or specialists meeting the requirements specified in the Invitation, incl. the Participant/its owner (direct or indirect) is included on the international sanctions lists;
 - 14.6.3. the Commissioner and the Participant fail to agree on the terms of the contract, including the sum of the contract;
 - 14.6.4. the suggested costs of services exceed the financial means available to the Commissioner, and the Participant refuses to lower them to the level of the Commissioner's financial capability;

- 14.6.5. the Participant unilaterally refuses to conclude the contract (a possible period – 10 (ten) working days from the date of sending the invitation to conclude the contract to the Participant of the Competition);
 - 14.6.6. third parties make decisions that make it impossible to design and, thus, also construct the Competition Object;
 - 14.6.7. in other cases determined by the Commissioner.
- 14.7. The Participant of the Competition, who will be invited to the negotiation procedure for the conclusion of the contract for the development of the construction design and author's supervision, will have to engage at least the following specialists (requirements may be specified in the Commissioner's invitation):
- 14.7.1. a manager of the construction design;
 - 14.7.2. an architect;
 - 14.7.3. a designer of building structures;
 - 14.7.4. managers of sections of the construction design:
 - 14.7.4.1. designing of heating, ventilation and air-conditioning systems;
 - 14.7.4.2. designing of water supply and sewage systems, including fire-fighting systems;
 - 14.7.4.3. designing of electronic communications systems and networks;
 - 14.7.4.4. designing of electrical installations;
 - 14.7.5. an estimator;
 - 14.7.6. a specialist in energy efficiency of buildings.
- 14.8. In the event of signing the contract, the Participant of the Competition must be able to provide professional third party liability insurance to execute the contract for designing and author's supervision (according to Cabinet Regulation No. 502 of 19 August 2014 "Regulation on Compulsory Civil Liability Insurance for Construction Specialists and Construction Workers") meeting the following requirements:
- 14.8.1. The limit of liability: no less than the price of the development of the proposed construction design. The deductible can be agreed with the Commissioner during negotiations (before the conclusion of the contract).
 - 14.8.2. The insurance period: from the beginning of designing till the approval of the construction design and signing of the delivery and acceptance protocol as well as during the author's supervision;
 - 14.8.3. Risk coverage: professional third party liability insurance against losses to other parties involved in construction or to a third party because of the damage to their health, life and property, and to the environment caused by the building specialist's actions or failure to act.
 - 14.8.4. The limitation period (the extended period of notification): 60 calendar months after the expiry of the policy;
 - 14.8.5. The insured person is a developer of a construction design (a construction merchant and building specialists in employment relations).
 - 14.8.6. The liability of a designer, a manager of the construction design, a manager of parts of the construction design and a person carrying out author's supervision is insured.

15. COPYRIGHT

- 15.1. The prize-winning Participants, the Invited Participants of the Competition who have received remuneration (hereinafter – the Authors) shall transfer without additional remuneration to the Commissioner's ownership the developed Sketch Designs (visual illustration of the proposal (panels), including all digital materials related to the proposal) and all economic rights of the author(s) of the Sketch Design (except the rights specified in Section 15(1)(11) of the Copyright Law) regarding the publication (including the first publication) and use of the Sketch Design at any time, in any place and for any purposes. The author's moral rights shall be retained in accordance with the applicable laws and regulations of the Republic of Latvia.
- 15.2. After the publication of the report on the Competition results, the Commissioner shall reserve the right to present to the public the Authors' Sketch Designs that have been submitted to the Competition, to publish them and, if necessary, to display them publicly.
- 15.3. The Author's copyright to publications in the press, participation in exhibitions and involvement in further elaboration of the design shall be respected in accordance with the laws and regulations in force.
- 15.4. The Author is obliged to ensure that all components of the Sketch Design created during the Competition have been legally obtained or used for the creation of the Sketch Design and will not cause additional costs to the Commissioner.
- 15.5. The Commissioner has the right to use individual ideas/solutions of the Author's Sketch Design as part of the developing of the construction design for the Competition Object/its part, including a reference to the author of the idea/solution of the Sketch Design in the construction design. The Commissioner has the right to make amendments and additions to the Participant's award-winning Sketch Design, which are agreed in writing with the Author under the following conditions:
- 15.5.1. the Author is not entitled to and cannot claim any remuneration for providing such approvals;
 - 15.5.2. the Author may not, for unreasonable and insignificant reasons, refuse to provide approvals for amendments or additions to the Sketch Design;
 - 15.5.3. the Author must provide written approvals of amendments or additions to the Sketch Design as soon as possible, taking into account the extent of the approval, but no later than within two weeks after receipt of the relevant request for approval.
- 15.6. If, during the implementation of the award-winning Sketch Design, the Author uses his/her moral rights under Section (14)(1)(5) of the Copyright Law, as a result of which the Commissioner has incurred losses, the Author shall compensate the Commissioner for all losses due to the fact that the Author has violated Clause 14.5 of the Brief.
- 15.7. If any third parties make any objections and/or claims in relation to the copyright to Sketch Designs, all liability for infringement or violation of such copyright, including legal costs and attorneys' fees, shall be borne and reimbursed by the Participant (the Author) who had submitted the respective Sketch Design.
- 15.8. The Author shall compensate the Commissioner for losses caused by the Author's actions or failure to act in regard to copyright violations in the Sketch Design that was transferred to the Commissioner for use.

16. PROCESSING OF PERSONAL DATA OF NATURAL PERSONS

- 16.1. The provisions of this section shall determine the procedure for processing personal data of natural persons in cases where the Competition is subject to Regulation No 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 – the GDPR).
- 16.2. The controller of personal data processing – the Commissioner.
- 16.3. The purpose for the processing of personal data – the data of natural persons included in the documents submitted for the Competition will be processed as part of the evaluation of Participants' proposals, conclusion and performance of the contract, keeping of evidence of legality of the Competition pursuant to the laws and regulations.
- 16.4. The legal basis for processing – Article 6(1)(b)(c) and (f) of the GDPR.
- 16.5. Transfer of personal data to a third country (outside the EU/EEA) or an international organisation is not intended.
- 16.6. A period for which the personal data will be kept - 10 years after the conclusion of the contract for the development of the construction design.
- 16.7. What are the consequences of a failure to provide data – the proposal may be considered non-conforming to the requirements.
- 16.8. Data sources are the Register of Enterprises of the Republic of Latvia, Building Information System, foreign competent authorities, the Participant of the Competition.
- 16.9. The Participant of the Competition shall ensure that all natural persons indicated in his/her proposal (including members of all associations of persons, regardless of the legal nature of their mutual relations, as well as all specialists, employees, contact persons of subcontractors, if involved, etc.) whose personal data will be processed by the Commissioner during the performance of the contract, if a contract is concluded with the Participant, are informed about the intended processing of their personal data.
- 16.10. A natural person (data subject) has the right to:
- 16.10.1. to request the controller of personal data processing to access the personal data processed by the data subject, to request the rectification or erasure of inaccurate personal data, providing the grounds for such request, to request the restriction of personal data processing in the cases provided for in the laws and regulations, as well as to object to the processing of personal data;
 - 16.10.2. to lodge a complaint about unlawful processing of your personal data with the Data State Inspectorate (Elijas iela 17, Riga; tel. 67223131, e-mail address: pasts@dvi.gov.lv).
- 16.11. Other information related to the processing of personal data is available in the privacy policy of the companies of JSC "Riga Port" group which is published on the website www.rigaport.lv.

17. APPENDICES

The Brief has the following appendices that are an integral part of it:

Appendix 1. Designing Programme (as a separate document);

Appendix 2. A form for disclosure of the motto (a form);

Appendix 3. Application for the participation in the Sketch Design Competition (a form);

Appendix 4. Information confirming the experience (a form);

Appendix 5. The Participant's declaration of the involvement of the required human resources (a form);

Appendix 6. A form of the indicative cost estimate of the construction design development and spatial planning services (a form);

Appendix 7. A list of additional materials of the Competition;

Appendix 8. Essential Terms of the Contract.

(TEMPLATE)

THE DISCLOSED MOTTO OF THE SKETCH DESIGN

SIA "Riga Ropax Terminal"

registration No.40203289209

Legal address: Eksporta iela 15 k-1, Riga, LV-1045, Latvia

OPEN SKETCH DESIGN COMPETITION WITH INVITED PARTICIPANTS

"THE PROSPECTIVE RIGA ROPAX TERMINAL"

/place/, /year/, /date/, /month/

We, hereby, declare that the author of the Sketch Design with the motto <motto> is:

/The name of the Participant of the Competition, or the name of a member of an association of persons (if the Participant is an association of persons), or the name and surname (if the relevant member of an association of persons is a natural person)/

/Registration number or personal identity number/

/Address/

/E-mail address/

All information provided in the document is true and genuine.

Signature:-----

(full name and surname, position)

/place, date, month, year/

**APPLICATION FOR PARTICIPATION IN AN OPEN SKETCH DESIGN COMPETITION
WITH INVITED PARTICIPANTS "THE PROSPECTIVE RIGA ROPAX TERMINAL"**

-----/motto/

1. Participant:

Name and surname of the Participant:	
Registration number and date:	
Legal address:	
Mailing address:	
Phone:	
E-mail address:	

By submitting this application, we express our intention to participate in **an open sketch design competition with invited participants "THE PROSPECTIVE RIGA ROPAX TERMINAL"**, and hereby we confirm that:

- 1.1. we agree to the provisions of the Brief (including, but not limited to, the essential terms of the contract specified in the Brief) and guarantee the fulfilment of the requirements of the Brief. The provisions of the Competition are clear and understandable.
- 1.2. we guarantee that no third party copyright objects have not been used in the development of the Sketch Design. In case if the submitted Sketch Design includes copyright objects of third persons, an agreement in writing has been concluded with these third persons on the use of their works in the submitted Sketch Design, and that all author's economic rights (except for the rights under Section 15(1)(11) of the Copyright Law) to such works will be transferred without limitation to the Commissioner and that these third persons will not raise material or any other claims against the Commissioner regarding the violation of copyright. Otherwise we undertake to cover any losses incurred by the Commissioner related to potential violation of the author's personal and material rights;
- 1.3. in case if third persons raise any claims concerning copyright or violation thereof against the Commissioner in relation to the submitted Sketch Design, we undertake to act immediately and without extra remuneration to protect the Commissioner against any such claims;
- 1.4. by signing this application, the author/authors of the Sketch Design transfer(s) to the Commissioner the author's material rights referred to in Section 15(1) of the Copyright Law of the Republic of Latvia (except for the rights under Section 15(1)(11) of the Copyright Law), including, but not limited to the right to announce and publish the Sketch Design submitted for the Competition. This declaration is valid, if the respective Sketch Design receives an award in the Competition.
- 1.5. when developing the Sketch Design, the requirements of the legal acts and standards of the Republic of Latvia have been observed, and the Sketch Design has been developed in line with the legal provisions of the Republic of Latvia and the European Union;
- 1.6. all the documents and information submitted in the Competition are true and genuine, and there will be no obstacles to their verification;
- 1.7. if the right to conclude the contract will be granted, the performance of the contract will be entrusted to the specialists indicated at the Competition, who were evaluated against the requirements of the Competition Brief;

- 1.8. in case of awarding the contract, there will be professional civil liability insurance for the performance of the particular contract, which will comply with the requirements set out in the Competition Brief;
 - 1.9. he/she is informed and knows that the Commissioner will process the personal data included in the application and qualification documents to the extent necessary for the purpose of personal data processing, i.e. in order to perform the necessary actions for the running of the Competition and the execution of the contract in case it is concluded;
 - 1.10. for the processing of data of all natural persons (including all members of the association of persons regardless of the legal nature of their mutual relations, as well as all subcontractors, if any, specialists, employees, contact persons, etc.) included in his/her proposal whose personal data will be processed by the Commissioner during the Competition and during the performance of the contract, if a contract is concluded with the Participant, the legal basis for the processing of personal data is provided in accordance with the procedures specified in legal acts.
2. We will be represented in the negotiations with the Commissioner by, and in case a decision is made to conclude a contract with us for the development and author's supervision of the construction design, the contract will be concluded on our behalf by:

The name of the Participant of the Competition, or the name of a member of an association of persons (if the Participant is an association of persons), or the name and surname (if the relevant member of an association of persons is a natural person):	
Registration No.:	
Contact address for announcement of results	

Signature: _____
 (full name and surname, position)
 /place, date, month, year/

(TEMPLATE)
INFORMATION CONFIRMING THE EXPERIENCE

**OPEN SKETCH DESIGN COMPETITION WITH INVITED PARTICIPANTS
"THE PROSPECTIVE RIGA ROPAX TERMINAL"**

-----/MOTTO/

No.	Technical and professional capacity:	
9.4.1	Over the previous five years (2018, 2019, 2020, 2021 and 2022 or until the date of submission of the Sketch Design), the Participant of the Competition shall have the experience:	
9.4.1.1.	<p>in the development of a construction design for at least one object of similar importance and size, which has a status of a public building (a building in which more than 50% of the total area of the building is a public space or premises for public function, or an engineering structure intended for public use and which corresponds to the status of a Group III building in line with Cabinet Regulation of 19 October 2021 No 693 "Construction Standard LBN 200-21 of General Requirements for Buildings" (according to Appendix 1 to Cabinet Regulation No 500)) and pursuant to other provisions of the laws and regulations in force; <i>The construction design proving the experience must be fully developed, approved and accepted by a construction board or by another foreign competent institution under the procedures specified in the laws and regulations.</i></p>	
	Name of the Object	
	Address	
	Construction area of the building designed (sq. m.)	
	Parts (sections) of the developed construction design	
	Time when the design was developed (commencement and completion year, month)	
	Name, surname of the recipient of services, contact information	
9.4.1.2.	<p>in the development of at least one construction design or Sketch Design with an urban development and landscaping concept where: - the object is a public area; - the territory is accessible to the public; - solutions for transport infrastructure were developed as part of the design. <i>The construction design proving the experience must be fully developed, approved and accepted by a construction board or by another foreign competent institution under the procedures specified in the laws and regulations.</i></p>	
	Name of the Object/Sketch Design	
	Address	
	Area of the territory (sq. m.)	
	Transport infrastructure solutions	
	Time when the design/Sketch Design was developed (commencement and completion year, month)	

	Name, surname of the recipient of services, contact information	
--	---	--

Notes: *If the Participant has worked as a subcontractor in the indicated project, the amount of works performed by the Participant should be indicated. The list should be supplemented as necessary, if the Participant wants to indicate additional information to prove his/her experience.*

Signature:-----

(full name and surname, position)
/place, date, month, year/

(TEMPLATE)

PARTICIPANT'S INFORMATION ABOUT THE INVOLVEMENT OF THE REQUIRED HUMAN RESOURCES

OPEN SKETCH DESIGN COMPETITION WITH INVITED PARTICIPANTS
"THE PROSPECTIVE RIGA ROPAX TERMINAL"

-----/MOTTO/

We, hereby, confirm that ----- (*name of the Participant*) at the time of the negotiation procedure and during the execution of the contract, if the Participant is granted the right to conclude the contract, will have at his/her disposal the required specialists in line with Clause 9.4.2 of the Brief.

9.4.2	Commissioner's requirement	Documents to be submitted	Filled in by the Participant of the Competition in accordance with Clause 9.4.2 to the Brief:
9.4.2.1.	<p>An architect (all criteria must be met):</p> <ul style="list-style-type: none"> - who has a document confirming a right of an architect's independent practice issued by a competent authority in the Republic of Latvia or in a foreign country, if the laws and regulations of the respective country so provide; - who, in the previous five years, has developed at least one construction design for reconstruction or construction of a new public building corresponding to the status of a Group III building (according to Appendix 1 to Cabinet Regulation No. 500) which has been approved by the Construction Board (a relevant competent authority in a foreign country). 	<p>The Participant's declaration of the involvement of the required specialists (written in accordance with Appendix 5 to the Brief).</p> <p>For each involved specialist, in addition to the template specified in Appendix 5, the following must be attached:</p> <p>For an architect:</p> <ul style="list-style-type: none"> - The Commissioner will check public databases regarding the architect who has been issued a certificate by the competent authority of the Republic of Latvia; - if the architect acquired the right of independent practice abroad, a certified copy of the architect's certificate of 	9.4.2.1. Architect
9.4.2.2.	<p>A landscape architect (all criteria must be met):</p>		9.4.2.2. A landscape architect

	<ul style="list-style-type: none"> - who has a document of higher education proving the qualification of a landscape architect, issued in accordance with the laws and regulations of the relevant country; - who, in the previous five years, has developed a design for landscaping and improvement of the urban area which has been approved by the Construction Board (or a relevant competent authority in a foreign country). 	<p>independent practice or a decision of the competence verifying authority on the awarding of the architect's certificate must be attached. If the laws and regulations of the relevant country do not provide for the issue of such a document, the qualification of the specialist shall be certified as prescribed by the laws of the relevant country (e.g. indicating a publicly accessible register where the Commissioner can verify the qualification of the specialist).</p>	
9.4.2.3.	<p>An urban planner (all criteria must be met):</p> <ul style="list-style-type: none"> - who has a document confirming higher education in the fields related to urban planning issued in accordance with the legal acts of the relevant country; - who, in the previous five years, has developed a detail design of a local design that has been approved by the Construction Board (or a relevant competent authority in a foreign country). 	<p>For a landscape architect:</p> <ul style="list-style-type: none"> - a copy of a document confirming the education and, if applicable, a document confirming the right of independent practice issued by a competent institution in the Republic of Latvia or in a foreign country if the laws and regulation of the relevant country so provide; 	9.4. 2.3. An urban planner
9.4.2.4.	<p>A transport specialist (all criteria must be met):</p> <ul style="list-style-type: none"> - who has a document confirming higher education in the fields related to designing of transport systems issued in accordance with the legal acts of the relevant country; - who has a document confirming the right to practise independently as a building specialist in designing of roads issued by a competent authority in the Republic of Latvia or in a foreign country if the laws and regulations of the respective country so provide. 	<p>For an urban planner and a transport specialist:</p> <ul style="list-style-type: none"> - a copy of a document confirming the education and, if applicable, a document confirming the right of independent practice issued by a competent institution in the Republic of Latvia or in a foreign country if the laws and regulation of the relevant country so provide. <p>The Commissioner can verify the validity of such documents in publicly available sources.</p>	9.4.2.4. A transport specialist

Signature:.....

(full name and surname, position)

/place, date, month, year/

**A FORM OF THE INDICATIVE COST ESTIMATE OF THE CONSTRUCTION DESIGN
DEVELOPMENT AND SPATIAL PLANNING SERVICES**

OPEN SKETCH DESIGN COMPETITION WITH INVITED PARTICIPANTS
"THE PROSPECTIVE RIGA ROPAX TERMINAL"

-----/motto/

Title	TOTAL EUR w/o VAT
The contract price for the development of the construction design of the Competition Object "THE PROSPECTIVE RIGA ROPAX TERMINAL" according to the submitted Sketch Design: .	
The estimated contractual price for the author's supervision of the Competition Object "THE PROSPECTIVE RIGA ROPAX TERMINAL" .	
The estimated construction costs of the Competition Object "THE PROSPECTIVE RIGA ROPAX TERMINAL" .	

Signature:-----
(full name and surname, position)
/place, date, month, year/

LIST OF ADDITIONAL INFORMATION OF THE COMPETITION

OPEN SKETCH DESIGN COMPETITION WITH INVITED PARTICIPANTS
"THE PROSPECTIVE RIGA ROPAX TERMINAL"

FILE	SUB-FILE	FILE CONTENT	FILE TYPE	NAME	NUMBER
1 PHOTO	1_1_PHOTO FIXATION OF_THE_TERRITORY	Photo fixation of the Competition Object and the study area of the Competition	.pdf jpg	1_1_0_Marked_vantage_points_of_photo_fixation 1_1_1 - 1-44_11	80
	1_2_BUILDING 1000132008039	Photo fixation of the building of the Competition Object with cadastral designation 1000132008039	jpg	1_2_1 - 1_2_17	17
	1_3_BUILDING 1000132008004	Photo fixation of the building of the Competition Object with cadastral designation 1000132008004	jpg	1-3_1 - 1-3_5	5
	1_4_AERIAL PHOTO	Photo fixation of the competition territory captured from a drone	jpg	1_4_1 - 1_4_29_DJI...	29
2 CARTOGRAPHIC MATERIAL	2_1_MAPS	A satellite image of the competition site on the Google Maps platform and in the data publication and e-services portal "Kadastrs.lv" of the State Land Service	.pdf	2_1_1_Site_of_the_Competition_Object_in_a_satellite image 2_1_2_Borders_of_the_Competition_object_and_study_area	2
	2_2_LOCAL PLAN SOUTHERN PART	Local plan of the southern part of the Competition territory	.pdf	2_2_1_Description_of_the_current_use_of_the_territory 2_2_2_Explanatory_description	10

FILE	SUB-FILE	FILE CONTENT	FILE TYPE	NAME	NUMBER
				2_2_3_TIAN_20221209_1751 2_2_4_Eksportosta2_functional_zoning 2_2_5_Eksportosta2_transport_scheme 2_2_6_APPENDICES 2_2_7_1_Study of transport flows for the local plan of the southern part of the Export Port_15022021 2_2_7_2_Transport_Appendix_5 2_2_7_3_Transport_Appendix_6 2_2_8_Draft environmental report ELLE F281020	
	2_2_LOCAL PLAN NORTHERN PART	Local plan of the northern part of the Competition territory	.pdf	2_3_1_Regulations_on_the_use_and_construction_in_the_territory 2_3_2_Explanatory_description 2_3_3_Existing_use_of_Export_Port 2_3_4_Functional_zoning_of_the_territory 2_3_5_Transverse_profiles_of_streets 2_3_6_Table_of_opinions_and_proposals_Eksportosta 2_3_7_Environmental_report_20_12_2017	7
	2_4_PLANNING DOCUMENTS	Fragments of the competition territory on the noise map	.pdf	2_4_1_Noise_map	1
3 TOPOGRAPHY	3_1_TOPOGRAPHY	The topography of the competition site and the boundaries of the competition territory on the topographic base	.dwg .pdf	3_1_Eksportosta-TI 3_2_Eksportosta-TI_with_competition_border 3_3_Eksportosta-TI_A2_M500 3_4_Eksportosta-TI_with_competition_border_A2_M500	4
4 STUDY MATERIAL	4_1_STATEMENT OF TECHNICAL INSPECTION	Statement of technical inspection of the building with cadastral designation 01000132008039, 2009	.pdf	4_1_TAA_01000132008039 4_2_Technical_inspection-conclusion	2

FILE	SUB-FILE	FILE CONTENT	FILE TYPE	NAME	NUMBER
5 PLANNING MATERIAL	5_1_CADASTRAL SURVEY FILE	Cadastral survey file of the building with cadastral designation 01000132008039, 2010	.pdf	5_1_1_Cad_survey_file_01000132008039 5_1_2_0100-013-2008-039_GROUND_FLOOR 5_1_3_0100-013-2008-039_FIRST_FLOOR 5_1_4_0100-013-2008-039_SECOND_FLOOR	4
	5_2_DRAWINGS OF BUILDINGS	Drawings of the building with cadastral designation 01000132008039 – section of the technical design	.pdf .dwg	5_2_1_01000132008039_SECTION 5_2_2_01000132008039_SECTION	2
	5_3_BERTH PASSPORTS	Passports of berths of the Freeport of Riga, 2001 and 2008	.pdf	5_3_1_EO-6 5_3_2_EO-7 5_3_3_EO-8 5_3_4_ED-berth-passport 5_3_5_ED-dam-demolition 5_3_6_Berth-passport_conclusion	6
	5_4_PLANNING MATERIALS	Planning materials used in the designing process	.pdf	5_4_1_Freight transport diversion route through the northern part of the Export Port 5_4_2_Water_area -infrastructure_23022022	2
6 3D MATERIALS	6_1_POINT CLOUD	A point cloud of the competition site and object	.e57 .laz	6_1_1_andrejosta-vejzaksala 6_1_2_andrejosta-vejzaksala	2
7 PHOTOMONTAGE	7_1_PHOTOMONTAGE	Selected vantage points for photomontage	.pdf .jpg	7-0_Marked_vantage_points_of_photomontage 7-1_7-8	9

ESSENTIAL TERMS OF THE CONTRACT⁴

OPEN SKETCH DESIGN COMPETITION WITH INVITED PARTICIPANTS "THE PROSPECTIVE RIGA ROPAX TERMINAL"

1. **The Subject of the Contract** in accordance with the provisions of the Designing and Author's Supervision Contract (hereinafter – the Contract), the Designing Work Assignment, the documentation of the Open Sketch Design Competition "THE PROSPECTIVE RIGA ROPAX TERMINAL" (hereinafter – the Competition) with invited participants and the requirements of the Building Standards of the Republic of Latvia and other laws and regulations in force in the Republic of Latvia regulating the execution of designing works:
 - 1.1. **to develop a construction design for the Object, including:**
 - 1.1.1. **to develop the documentation of the construction intent (hereinafter – the Minimum Construction Design), to obtain the necessary approvals, submit the Minimum Construction Design for review and decision-making at the competent authority and receive a building permit with conditions for designing and commencement of construction works (hereinafter – works of Stage I);**
 - 1.1.2. **upon receipt of the building permit for the Object with conditions for designing and commencement of construction works (hereinafter – the Building Permit), to develop a construction design for the Object (hereinafter – the Construction Design) in line with the designing conditions laid down in the Building Permit, including, but not limited to:**
 - 1.1.2.1. to perform all necessary research works (including, but not limited to, geological research, topographical surveying, etc.);
 - 1.1.2.2. to request any necessary technical or special provisions from the relevant authorities, if these have not been obtained when drawing up the Minimum Construction Design;
 - 1.1.2.3. to develop the Construction Design to the extent required by the legal acts and necessary for the implementation of the construction intent of the Object, and as specified in the Building Permit, including all specifications of works and materials by design parts;
 - 1.1.2.4. to approve the developed Construction Design with the Commissioner and other persons in accordance with the designing conditions specified in the Building Permit;
 - 1.1.2.5. to submit the developed/approved Construction Design to the competent authority for making a note in the Building

⁴ The essential provisions of the Designing Contract are not to be considered exhaustive and may be clarified and supplemented when concluding the Designing Contract.

Permit on the fulfilment of the designing conditions and receive a note on the fulfilment of the designing conditions,

(the Works specified in Clause 1.1.2 of the Contract – **works of Stage II**); and also;

1.2. **to ensure the Author's Supervision of the Design from the commencement of construction until the Object (all its facilities if applicable) is put into operation. The Designer shall undertake to carry out the Author's Supervision from the commencement of construction of the Object until the Object (all its Stages if applicable) is put into operation. All deficiencies and errors in the Construction Design shall be rectified during the Author's Supervision at no additional charge.**

2. **Insurance:** The civil liability insurance of the Designer (including the construction specialist who will perform the duties of the Construction Design Manager) under Cabinet Regulation No. 502 "Regulations on Compulsory Civil Liability Insurance for Construction Specialists and Construction Contractors" of 19 August 2014 throughout the duration of the Contract. Maximum deductible: *to be agreed with the Commissioner during the Competition Negotiations.*
3. **Performance guarantee:** 15% (fifteen percent) of the Contract Sum. It should be submitted within 15 days of the conclusion of the Contract and it must be valid for the duration of the Contract.

The performance guarantee shall be issued by an insurance company registered in the Republic of Latvia or in another Member State of the European Union or the European Economic Area, which has commenced the provision of services in the territory of the Republic of Latvia in accordance with the procedure established by the laws and regulations of the Republic of Latvia. The performance guarantee shall be issued in favour of the Commissioner and shall be an irrevocable unconditional guarantee of first demand and shall not be amendable without the consent of the Commissioner and the Designer shall not be entitled to unilaterally withdraw from it. The guarantee shall include a provision that the guarantor undertakes to pay the guarantee at the Commissioner's first request if the Commissioner claims in writing that the Designer has failed to fulfil his/her obligations under the Contract (the guarantee shall not contain the Commissioner's obligation to justify/prove the failure to fulfil obligations under the Contract). The guarantee shall state that the guarantee is subject to the ICC Uniform Rules for Demand Guarantees, ICC Publication No 758, as well as the laws and regulations of the Republic of Latvia and that any disputes arising in connection with the guarantee shall be settled in the courts of the Republic of Latvia in accordance with the laws and regulations of the Republic of Latvia. The guarantee shall also be valid in the event of insolvency and liquidation of the Designer. The Designer shall undertake to agree on the text of the guarantee in writing in advance with the Commissioner.

4. **Qualification:** Throughout the performance of the Contract, the Designer shall be responsible for having valid licences and certificates if any of these are required for proper performance of the Contract under the laws and regulations, and the Designer shall assume the responsibility imposed on the person performing Author's Supervisor according to the laws and regulations.
5. **Examination by construction experts:** The works to be carried out by the Designer shall not include the mandatory examination of the Construction Design by construction experts required by the building regulations. The Commissioner shall pay for the examination by construction experts. If the duration of the examination by construction experts exceeds the duration of the execution of the Contract Schedule, the time limit for the execution of Stage II shall be extended accordingly.

6. Deadlines for Design development *(may be revised and updated between the Parties during the Competition negotiations):*

- 6.1. **Development of the Minimum Construction Design and its approval by the Commissioner: within 2 month from the date of conclusion of the Contract;**
- 6.2. **Approval of the Minimum Construction Design with third parties and competent authorities: within 2 months from the date when the Minimum Construction Design has been approved by the Commisioner;**
- 6.3. Development and approval of the Construction Design: **within 4 months from the date when the Minimum Construction Design are approved by the third parties and competent authorities, including** *(to be agreed between the Parties during the Competition negotiations):*
 - 6.3.1. requesting all necessary technical provisions until and their receipt until ;
 - 6.3.2. the Construction Design shall be developed and approved with the Commissioner and submitted for approval to the competent authorities until .

Delays of deadlines shall be permitted only if they are due to circumstances beyond the Designer's will and control (e.g. if a state/municipal authority has extended the deadlines for approving documents, issuing permits/approvals laid down in the laws and regulations of the Republic of Latvia, etc.). In this case, the deadline for the Design development shall be extended by the number of days by which the state and/or municipal authorities and/or institutions issuing technical/special provisions in line with the laws and regulations extend the deadline for issuing documents and/or taking a decision.

7. Deliverables of the Minimum Construction Design and the Construction Design: 3 hard (paper) copies and electronic copies in Auto CAD environment, *.dwg format. Construction Design must be developed in a BIM (building information modelling) environment.

8. The Contract Sum and Terms of Payment:

- 8.1. The Contract Sum: as stated in the estimate submitted by the Designer as part of the Sketch Design proposal and agreed between the Parties during the Competition negotiations. The Contract Sum shall be the fair and full compensation to the Designer for the performance of his/her obligations under the Contract.
- 8.2. Payment of the Contract Sum to the Designer:
 - 8.2.1. **Advance payment of 10% of the Contract Sum:** within 10 (ten) working days after the entry into force of the Contract and receipt of the invoice;
 - 8.2.2. **30% of the Contract Sum:** within 10 (ten) working days from the date of mutual signature of the acceptance and delivery statement for Stage I and receipt of the invoice;
 - 8.2.3. **40% of the Contract Sum:** within 10 (ten) working days from the date of mutual signature of the acceptance and delivery statement for Stage II and receipt of the invoice;
 - 8.2.4. **20% of the Contract Sum – payments for the Author's supervision:** are made in monthly instalments according to the approved progress reports. The amount of the Works executed by the Contractor shall

be determined in proportion to the amount of the Works executed in the Object.

- 8.3. The Commissioner shall make payments under the Contract to the Designer only upon receipt of a performance guarantee in accordance with the Contract. If the performance guarantee lapses during the term of the Contract and a valid performance guarantee has not been provided to the Commissioner, the Commissioner shall be entitled to withhold payments under the Contract to the Designer until he/she has received a valid performance guarantee.
- 8.4. The Contract Sum does not include state and processing fees (and other similar costs) related to obtaining documents and/or approvals for the performance of designing works and approval and confirmation of the developed Design in accordance with the procedure established by the laws and regulations of the Republic of Latvia. These shall be borne by the Commissioner.
- 8.5. If, during the development of the Design, the Commissioner makes changes to the Designing Work Assignment and the increase in the scope of the Designing Works does not exceed 10% (ten percent) of the total scope of the works specified in Clause 1.1, the Contract Sum shall not be amended.

9. Contractual penalties:

- 9.1. Applicable to the Commissioner: 0.1% (zero and one tenth of one percent) of the amount not paid by the due date for each day overdue, but not more than 10% of the overdue amount.
- 9.2. Applicable to the Designer: 0.1% (zero and one tenth of one percent) of the Contract Sum for each day of delay, but not more than 10% of the Contract Sum.
- 9.3. The Commissioner shall be entitled to reduce, by way of set-off, the amount of money to be paid to the Designer for the works completed to the extent to which contractual penalties or loss to the Commissioner have been calculated in accordance with the provisions of the Contract.

10. Liability:

- 10.1. The Designer shall be responsible for the compliance of the works executed under the Contract with the requirements of the Contract, the Building Standards and other laws and regulations of the Republic of Latvia. The Designer shall be liable for all damages caused to the Commissioner arising or likely to arise due to non-compliance of the Design with the requirements of the Building Standards and other laws and regulations of the Republic of Latvia.
- 10.2. The Designer is responsible for the conformity of the design solutions with the actual situation in the Object to be designed, the feasibility of the designed structures and communications, their connectivity with existing communications and the possibility of connection to central (external) communications, as well as for the scope of works, materials, equipment, basic technological equipment and basic structures included in the Design.
- 10.3. The Designer shall ensure that all solutions used in the Design are economically and technically feasible. The Designer is obliged to use such solutions in the Design which are feasible and/or can be achieved by using products offered by several material suppliers. The Construction Design shall include solutions that all are efficient, high-quality, complete and comply with the Building Standards and all applicable legal acts, as well

as suit the purpose of use specified by the Commissioner and meet the essential requirements for the structure laid down in the Construction Law. The materials and equipment included in the Construction Design shall comply with the requirements of the European Union, be new, safe and efficient in operation.

11. Ownership of copyright and patent rights objects and rules for their use: The material objects resulting from any work of the Designer and all fruits created by the Designer under the Contract, whether material or intellectual, shall become the property of the Commissioner. According to the Contract, the existing and future economic rights of the Designer as the author shall be transferred to the Commissioner in respect to the created objects of copyright and patent rights, which have been created/made during the implementation of the Contract.

12. Duration and early termination of the Contract

12.1. The Contract shall enter into force upon its mutual signature and shall remain in force until the Parties have fully and duly performed their obligations under the Contract.

12.2. The Commissioner may unilaterally withdraw from the Contract by giving the Designer at least a 7 (seven) day prior written notice in the following circumstances:

12.2.1. if the Designer fails to perform his/her obligations under the Contract and/or;

12.2.2. if the Designer fails to comply with the requirements of the Building Standards of the Republic of Latvia or other laws and regulations and/or;

12.2.3. if the Designer is more than 10 (ten) days late in meeting the deadlines specified in the Contract and/or;

12.2.4. if the Designer suspends the Works for more than 10 (ten) working days without a justifiable reason and the suspension of the Works has not been approved by the Commissioner and/or;

12.2.5. if the Designer has been declared insolvent or proceedings for the legal protection of the Designer have been initiated.

In the event of the termination of the Contract in accordance with Clauses 12.2.1 to 12.2.3, the Designer shall pay, in addition to the contractual penalties set out above, a contractual penalty for the termination of the Contract equal to 10% of the Contract Sum.

12.3. The Designer may unilaterally withdraw from the Contract by giving the Commissioner a written notice at least 7 (seven) days in advance if the Commissioner delays the payment terms specified in the Contract by more than 20 (twenty) days.

12.4. The Commissioner shall be entitled to terminate the Contract unilaterally before the expiry of the period specified in the Contract by giving a 10 (ten) day prior written notice to the Designer. In this case, the Parties shall draw up a written act of termination, specifying the works actually performed up to the date of termination and the value of such works, determined on the basis of the estimate attached to the Contract. The Commissioner shall pay for the works performed under this Clause of the Contract.

12.5. Either Party has the right to terminate this Contract immediately and unilaterally, without compensation to the other Party, if (1) Sanctions (any trade, economic or financial sanctions, embargoes or restrictive measures imposed or administered by the United Nations Security Council, the

European Union, the Republic of Latvia, the Government of the United States of America (including the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, a member state of the European Union or the North Atlantic Treaty Organisation, and/or the authorities of any of the foregoing organisations) are imposed on the other Party or any of its officials (including its procurator), owners or beneficial owners, or (2) the continued performance of the obligations under the Contract is not possible without violating the Sanctions. Similarly, a Party shall not be liable for any failure or improper performance of its obligations if the failure or improper performance is caused by the imposition of Sanctions on the other Party or on any of its officials (including the procurator), owners or beneficial owners.

13. Force Majeure: If the duration exceeds three (3) months, either Party has the right to terminate the Contract immediately by giving a written notice to the other Party.

14. Dispute resolution:

14.1. **If agreement cannot be reached to remedy the deficiencies identified by the Commissioner:** the Parties shall convene a panel of independent and competent experts to decide the matter within no later than five (5) working days, each Party selecting one expert by written notice to the other Party, and the experts so selected shall, by mutual agreement, invite a third expert. If the experts selected by the Parties cannot agree on the third expert to be invited, the Parties shall request the State Construction Control Bureau to appoint a third expert. If the expert committee finds at least one Commissioner's objection to be justified, the Designer shall, at his/her own expense, remedy the deficiencies made in the course of the Design development, as well as pay the expenses of the Parties related to the invitation of experts, and the Designer shall not be entitled to request an extension of the deadline for the execution of the Works. If the expert committee does not consider the Commissioner's objections to be justified, the Commissioner shall pay the expenses of the Parties relating to the invitation of experts, and the deadline for the execution of the Works shall be extended accordingly, and an agreement on the costs of additional works shall be concluded.

14.2. **In other events:** the Parties shall undertake to settle any disputes arising from the execution of this Contract by negotiation. If the disagreement is not resolved by negotiation within 20 (twenty) working days, either Party has the right to submit the dispute for resolution to the courts of the Republic of Latvia in accordance with the procedure provided for in the laws and regulations of the Republic of Latvia.

15. Notices: the Parties shall send all notices to the other Party in writing by hand delivery or by courier or by registered mail to the registered office of the other Party, but all notices signed with a secure electronic signature and containing a time stamp as well as invoices must be sent to the e-mail address specified in the Contract. Notices shall be deemed to have been received:

15.1. on the date when the notice was delivered to the addressee in person;

15.2. on the 5th (fifth) day after the date on which the notice is given to the postal service provider for delivery by registered mail to the other Party at its registered office;

15.3. The day following the date of dispatch if the notice is sent electronically to the email address indicated in the Contract. (on the day of dispatch if the notice is sent electronically to the email address indicated in the Contract

on a working day before 5 p.m. or on the following working day after dispatch if the notice is sent electronically to the email address indicated in the Contract on a working day after 5 p.m. or on a holiday or a public holiday].

- 16. Priority of documents:** If any provision of the Contract conflicts with any provision of the Appendices to the Contract, the provisions of the Contract shall prevail. In the event of a conflict between the provisions of the Appendices, priority shall be determined in accordance with the order of the Appendices to the Contract, from highest to lowest.