

1. Salaspils – Vangaži - Misa Agreement amendments summary

Agreement

Salaspils – Vangaži - Misa Design Services and Design Supervision Services Agreement No 8/2019-42 dated 5 July 2019 (Agreement).

Amendments description

This Agreement amendment is initiated by the Beneficiary (Ministry of Transport of Latvia). It covers implementation of additional design activities towards Salaspils Freight Handling Terminal (FHT) documentation development and alignment with ongoing design works for two design sections under the Agreement. Necessity to implement these additional services became evident during effective design, as it was established that FHT shall be developed based on up-to-date data and align with two design priority sections solutions under the Agreement, and preliminary design input data for FHT implementation was not sufficient, yet this fact became evident only during effective design. Designer's quote for these additional services is 337'358 (three hundred thirty-seven thousand three hundred fifty-eight *euro*), VAT exclusive, and this quote is established in line with tender documents.

Amendments are made under the provisions of Clause 2 and 3 of Section 3 of Article 61 of PPL, considering Contracting Authority:

- needs additional construction work, services or supplies that were not included in the initial procurement, and a change of the economic operator would cause significant increase of costs, and it cannot be made due to economic or technical reasons such as interchangeability or interoperability with the existing equipment, services or installations purchased under the initial procurement, or the change of the economic operator would cause significant inconveniences;
- the amendments to the procurement contract are necessary due to such reasons which the contracting authority could not foresee in advance.

Based on the assessment provided in this document it is evident that the variation (subject of the additional services) could not have been foreseen by the diligent contracting authority and would occur regardless of the selected Tenderer therefore there is no disturbance to the evaluation results and subject of additional scope does not impact the context of the evaluation.

Client was not in a position to foresee necessity of such Additional Services during the tender stage. Based on the Technical Specification, Clause 2.3.1 (k), and other clauses as described in this document, input data for railway track adjacent infrastructure, including connection points, was Preliminary Design. However, FHT as any other structure shall be developed based on railway track (and thus, Master Design and Detailed Technical Design) alignment and design solutions. In this respect the Consultant's scope is to provide multimodal access track connections solutions (Technical Specification, Clause 2.3.1 (c), to provide reallocation of buildings solutions (Technical Specification, Clause 2.3.1 (s), etc. And during effective design for Design Priority Sections 2 and 3 it became evident that the Consultant cannot proceed with FHT development based on Preliminary Design, and further it was endorsed by the Beneficiary (as per the Notice), that the Consultant's scope shall be updated regarding FHT case. AS a result, Additional Services shall be procured from the Consultant to obtain additional information as to FHT intended activity, ensuring justified and aligned future operational costs. This information which will be obtained during Additional Services implementation is necessary to deliver Grant Agreement activity (CEF 3, activity 6) scope and finalize the Design Services, thus setting major pre-conditions to launch Construction Works.

Based on the assessment provided in this section it is evident that the variation could not have been foreseen by the diligent contracting authority and would occur regardless of the selected Tenderer therefore there is no disturbance to the evaluation results and subject of additional scope does not impact the context of the evaluation. As a result, implementation of both amendments will result in the remuneration increase of 337'358 (three hundred thirty-seven thousand three hundred fifty-eight euro), VAT exclusive. Impact on final design delivery deadlines is anticipated, resulting in three (3) months additional Detailed Technical Design completion time.

