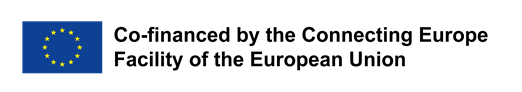
**ANNEX NO 5: DTD TECHNICAL SPECIFICATION EXAMPLE**

TECHNICAL SPECIFICATION (EXAMPLE) – other exapmples could be found on rail baltica official website under tenders http://www.railbaltica.org/?s=DTD

FOR

**Design and design supervision services for the construction of the mainline section through Riga**



Riga, 2019

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1. General
   1. Introduction

The Baltic countries Estonia, Latvia and Lithuania have historically been linked to the east-west railway transport axis using the 1520 mm gauge railway system. Because of the existing historical and technical constraints, the existing rail system is incompatible with mainland European standards, thus there is a consensus that Estonia, Latvia and Lithuania need to be fully integrated into the wider European rail transport system. Currently there is no efficient 1435 mm railway connection along the Warsaw-Kaunas-Riga-Tallinn axis, i.e. there are missing links or significant bottlenecks. Thus, there are no direct passenger or freight services along the railway axis as the existing infrastructure does not allow for competitive services compared to alternative modes of transport. Thus, the clear majority of the North-South freight is being transported by road transport and the overall accessibility in the region is low.

The ambitions of the Rail Baltica Global project (Global Project) are:

* to become a powerful catalyst for sustainable economic growth in the Baltic States;
* to set a new standard of passenger and freight mobility;
* to ensure a new economic corridor will emerge;
* sustainable employment and educational opportunities;
* an environmentally sustainable infrastructure;
* new opportunities for multimodal freight logistics development;
* new intermodal transport solutions for passengers;
* safety and performance improvements;
* a new value platform for digitalization and innovation;
* completion of Baltic integration in the European Union transport ecosystem.

Rail Baltica is already designed to become a part of the EU TEN-T North Sea – Baltic Core Network Corridor, which links Europe’s largest ports of Rotterdam, Hamburg and Antwerp – through the Netherlands, Belgium, Germany and Poland – with the three Baltic States, further connecting to Finland via the Gulf of Finland short sea shipping connections with a future fixed link possibility between Tallinn and Helsinki. Further northbound extension of this corridor shall pave the way for future connectivity also with the emerging Arctic corridor, especially in light of the lucrative prospects of the alternative Northern Circle maritime route development between Europe and Asia. Furthermore, the North Sea – Baltic Corridor crosses with the Baltic-Adriatic Corridor in Warsaw, paving the way for new supply chain development between the Baltic and Adriatic seas, connecting the Baltics with the hitherto inadequately accessible Southern European markets. In a similar fashion, Rail Baltica shall strengthen the synergies between North-South and West-East freight flows, creating new transshipment and logistics development opportunities along the Europe and Asia overland trade routes. The new Rail Baltica infrastructure would, therefore, not only put the Baltics firmly on the European rail logistics map, but also create massive opportunities for value creation along this infrastructure with such secondary economic benefits as commercial property development, revitalization of dilapidated urban areas, private spin-off investment, new business formation, technology transfer and innovation, tourism development and other catalytic effects. Rail Baltica aims to promote these effects from the early stages of the Global Project, learning from the key global success stories and benchmarks in this regard.

The contracting authority RB Rail AS was established by the Republics of Estonia, Latvia and Lithuania, via state-owned holding companies, to coordinate the development and construction of the fast-conventional standard gauge railway line on the North Sea – Baltic TEN-T Core Network Corridor (Rail Baltica II) linking three Baltic states with Poland and the rest of the EU.

The shareholders structure of RBR is presented in Figure 1.

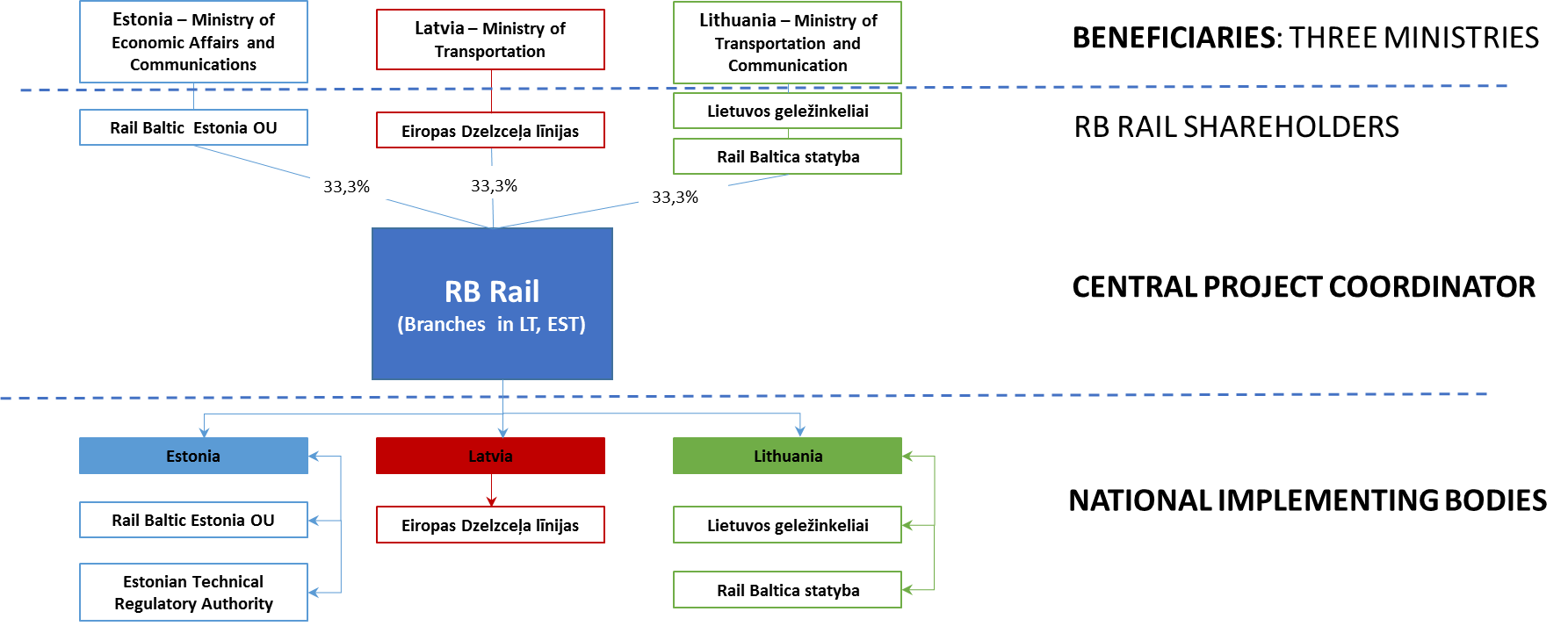


Figure 1. The shareholders structure.

RBR together with governments of Estonia, Latvia and Lithuania (represented by the ministries in charge of transport policy) have applied for the CEF co-financing in 2015, 2016 and 2017 (three applications in total). Three applications were successful and INEA grants are available to support the Global Project expenses.

Rail Baltica is a joint project of three EU Member States – Estonia, Latvia and Lithuania – and concerns the building of a fast conventional double track 1435 mm gauge electrified railway line on the route from Tallinn through Pärnu (EE), Riga (LV), Riga International Airport (LV), Panevėžys (LT), Kaunas (LT) to the Lithuania/Poland state border (including connection Kaunas - Vilnius). In the longer term, the railway line could potentially be extended to include a fixed link between Helsinki and Tallinn, as well as integrate the railway link to Warsaw and beyond.

The expected core outcome of the Rail Baltica project is a European gauge (1435mm) double-track railway line of almost 900 km in length meant for both passenger and freight transport and the required additional infrastructure (to ensure full operability of the railway). It will be interoperable with the TEN-T Network in the rest of Europe and competitive in terms of quality with other modes of transport in the region. The indicative timeline and phasing of the project implementation can be found here: <http://www.railbaltica.org/about-rail-baltica/project-timeline/>.

Further information is available in <http://www.railbaltica.org/>

* 1. Abbreviations and terms

All abbreviations, designations, definitions and terms defined in the applicable laws, legislation, regulations, directives, TSIs, standards, rules, this Agreement and Design Guidelines, other guidelines and documents of RBR/Client are used in this Technical Specification without modifications if not defined otherwise further. In this document where the context admits, the following words shall have the meaning assigned to them hereafter:

|  |  |
| --- | --- |
|  | **Global administrative terminology** |
| **Affected parties** | State institutions, local government bodies, public and/or private enterprises, legal or private entities (persons) representing the owners and/or managers of the assets (networks and/or objects of power supply, gas, oil, water, drainage etc.) that are linked to the designed layout of Rail Baltica railway line and shall be considered during the provision of Design Services. |
| **Affected** **party Technical Conditions** | Technical, connection conditions and requirements issued by an Affected party forming to be implemented by the Consultant as a part of the scope of the Design Services. |
| **Beneficiaries** | Ministry of Economic Affairs and Communications of the Republic of Estonia, Ministry of Transportation of the Republic of Latvia and Ministry of Transport and Communications of the Republic of Lithuania. |
| **Consolidated Preliminary Technical Design (CPTD)** | Finalized results of review, evaluation and optimization of Preliminary design’s, Design’s solutions arising from interoperability, user’s and railway business, optimum life cycle cost, efficiency, sustainable and environmentally friendly railway operation as well as Rail Baltica Global Project perspective. CPTD covers the set of identified necessary modifications and improvements to be evaluated in detail within the design phase. The improvements identified might result in railway alignment modifications. |
| **Consultant** | Service provider awarded with an Agreement to conduct the Services specified in the present Technical Specification and Agreement. Consultant is registered with the Construction Merchant Register of the Republic of Latvia (“Būvkomersantu reģistrā”). |
| **Design guidelines** | Set of predefined and standardized technically and economically justified engineering and design solutions for Rail Baltica infrastructure to be applied at design, construction and operation phases of Rail Baltica Railway, which forms an integral part of this Technical Specification. The Design guidelines may be changed by the Client, therefore the Agreement always refers to the most current version of the Design guidelines. |
| **Detailed Technical Design (DTD)** | a final stage of the design process in accordance with Country’s construction legislation and it gives right to start construction works.  In terms of Country’s construction legislation, Detailed Technical Designcorresponds to **Building design** (“Būvprojekts” in Latvian) together with all additionalrequirements specified in Technical Specification for the Detailed Technical Design. |
| **Global project** | all the activities undertaken by the Rail Baltica railway implementing parties in order to build, render operational and commercialize the Rail Baltica railway and related railway infrastructure in accordance with the agreed route, technical parameters and time schedule. |
| **Implementing bodies** | OÜ Rail Baltic Estonia, SIA „Eiropas dzelzceļa līnijas“ and UAB „Rail Baltica statyba". |
| **Local facility** | Means geographically limited parts of railway infrastructure with extended structural or functional elements (terminals, service facilities, etc.) which are related or needed to ensure a safe and smooth operation of the railway.  Local facilities are, *inter alia*, the following:  a passenger terminal, including passenger stations,  a freight terminal including railway station,  a rolling stock maintenance facility,  an infrastructure maintenance facility,  other possible facilities. |
| **Master Design**  **(MD)** | Consolidated approach of full design documentation package aimed towards detailed technical design by considering all legal requirements set out in national construction legislation and following the established design guidelines for the railway. The result of master design is a set of documents (incl. drawings in 3D model, BIM model) which clearly shows the scope of the project, includes a situation plan with an accurate placement of the railway line, detailed track layout, main signalling, contact line, electrical network details, etc. The scope of this set has to be wide and precise enough so that the main details and the main requirements for precise detalisation are clear.  In terms of Country’s construction legislation, Master Design *(“Būvprojekta pamatrisinājumi”)* is not applicable in Country’s construction legislation, however required by RBR as separate stage during provision of the Design Services to align Global project solutions and at the early level of Detailed technical design preparation together with all requirements specified in Technical Specification for the Master Design. |
| **National studies / RBR studies** | Detailed engineering and feasibility studies on implementation of Rail Baltica project in each of the three Baltic states, feasibility studies and similar activities. |
| **Preliminary design (PD)** | completed pre-design stage, including special planning and environmental impact assessment studies, of Rail Baltica railway prepared in accordance with Country’s national construction legislation and approved at the State level. |
| **Rail Baltica railway** | a new fast conventional double track electrified European standard gauge (1435 mm) railway line on the route from Tallinn through Pärnu - Riga -Panevėžys - Kaunas to Lithuanian - Polish border, with the connection of Kaunas - Vilnius. |
| **Railway station** | part of a railway containing necessary sidings and necessary equipment, which allows to perform train traffic organization (change of direction, overtaking, crossing) and commercial (passenger exchange, freight operations, etc.) operations. The border of a railway station is a station border (an entry signal or a border sign). |
| **Railway infrastructure** | has the same meaning as an identical term in the Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast), as well as it includes freight and passenger terminals and infrastructure and rolling stock maintenance facilities and the ground underneath them and the airspace above them to the extent that the national legislation permits the ownership of the ground and the airspace. |
| **Railway urban node section** | part of the railway located in an urban environment in an urban node usually having one or more Local Facilities. For Rail Baltic / Rail Baltica railway there are three urban nodes – Riga (LV), Tallinn (EE), Vilnius (LT) which are listed in regulation 1315/2013 - and Kaunas (LT). |
| **Technical Specification (TS)** | this document with all its Annexes. |
|  | **Service specific terminology** |
| Bill of Quantities (BoQ) | An itemised list of materials, parts, and labour together with their unit cost and description what is basis for cost calculation, required to construct, install, maintain, and/or repair the infrastructure. Classification system is described in the Detailed BIM Strategy. |
| **BEP** | BIM Execution Plan – a formal document that defines how the project will be executed, monitored and controlled with regard to BIM. Developed at project initiation to provide important information/data management plans and assignment of roles and responsibilities for model creation and data integration throughout the project. |
| **BIM** | Building Information Management and Asset Information Management. |
| **Building permit** | Construction permit issued by state authorities based on Country’s construction legislation. |
| **CDE** | Common Data Environment. It is a central repository where construction project information is housed. The contents of the CDE are not limited to assets created in a “BIM environment” and it will therefore include data, documentation, graphical model and non-graphical assets. |
| **Classification system** | A systematic arrangement of design and construction work aspects including assets, facility elements, functional and constructive systems, products, components, etc. |
| **Construction object** | Part of overall construction falling under the scope of Agreement that is defined as separate object for which an individual design package (covering all required documentation and approvals to receive a Building permit) is prepared allowing to have a separate construction (including construction tendering) and taking-over process in accordance with Country’s construction legislation. |
| **Country** | Republic of Latvia |
| **Design Section** | Section(s) of overall Rail Baltica railway line falling under the scope of the Services. |
| **Design Priority Section** | Part of Design Section identified as separate Rail Baltica railway line section for planning of the Design Services and management purposes. |
| **EIA** | Environmental Impact Assessment. |
| **EIR** | Client’s (Employer’s) Information Requirements. Usually in context to BIM as BIM EIR. It defines the information that will be required from the Consultant for the development of the project and for the operation of the completed built asset. |
| **LOD** | Level of Development. |
| **Notified Body (NoBo)** | a body responsible for assessing the conformity or suitability for use of the interoperability constituents or for appraising the ‘EC’ procedure for verification of the subsystems. |
| **Programme** | Representation (including graphical) of the time schedule, tasks and milestones agreed between the Consultant and Client at the initial stage of the Agreement’s implementation and forming a part of legal obligations of the Consultant. |
| **PRM** | Persons with reduced mobility. |
| **Technical Working Group (TWG)** | Group of technical experts from Client, Implementing Bodies and involved parties nominated by Client specifically to deal with administrative and technical matters during Agreement implementation. |
| **Value Engineering (VE)** | analysis of different technical options from the perspective of Global project to increase functionality for the increased value of the infrastructure and provide the most cost-effective and efficient ways to achieve the required final result, without jeopardising safety, quality and overall integrity. |
| **Conceptual design** | Preliminary (schematic) design level defined in BIM Employer’s Information Requirements. |
| **Building design in a minimum composition (MBP)** | The same term as used in the construction legislation of the Country |

* 1. Legal references

The Consultant shall follow EU directives, all Country’s construction and other national legislation, EU standards, Country-specific legislation/standards/rules and other legal acts applicable for the provision of the Design Services. Main applicable legal acts (non-exhaustive list) are shown below in the chapter:

|  |  |  |
| --- | --- | --- |
| **No.** | **Title** | **Proposed resource[[1]](#footnote-2)** |
|  | Country’s register of legal construction acts and other legal acts related with the implementation of the Services | <https://em.gov.lv/lv>  https://em.gov.lv/lv/nozares\_politika/buvnieciba/normativie\_akti/normativo\_aktu\_saraksts/  <http://www.vzd.gov.lv/lv/normativie-akti/normativie-akti/>  <http://www.lgia.gov.lv/LGIA/Normativie_akti/Noteikumi.aspx> |
|  | Country’s register of legal acts | <https://likumi.lv/> |
|  | National environmental and spatial planning legislation | <http://www.varam.gov.lv/lat/>  <http://www.varam.gov.lv/lat/likumdosana/>  <https://www.daba.gov.lv/public/> |

* 1. Rail Baltica Global project references

The Consultant shall fully take into account for the purpose of completing the Services all guidelines, studies, reports etc. developed in relation to the Rail Baltica Global projectin their current version at the time of performing the Services. Main documents are listed below:

|  |  |  |
| --- | --- | --- |
| **No.** | **Title** | **Resource** |
|  | Rail Baltica Design Guidelines[[2]](#footnote-3) | DTD TS Annex No. 1 |
|  | Detailed BIM Strategy | to be developed and provided during the implementation of the Design Services |
|  | BIM Employer’s Information Requirements | www.railbaltica.org/rb-rail-as-bim-documentation/ “Building Information Management (BIM) Employer’s Information Requirements v2.0”. |
|  | Adaptation to Climate change | to be developed and provided during the implementation of the Design Services |
|  | Architectural and landscaping, visual design requirements | to be developed and provided during the implementation of the Design Services |
|  | Operational plan | to be developed and provided during the implementation of the Design Services |

* 1. Consolidated Preliminary Technical Design

The Consultant shall consider the results of CPTD reports during the option analysis and Value Engineering development as a part of Master Design preparation. CPTD reports falling under the scope of the Design Services are listed below:

|  |  |  |
| --- | --- | --- |
| **No.** | **Title** | **Resource** |
|  | CPTD LV003 - Riga airport (33,910km) – Misa (67,000km); | DTD TS Annex No. 2.1 |
|  | CPTD LV004 - Upeslejas (3,500 km) - Riga central station (19,092km): | DTD TS Annex No. 2.2 |
|  | CPTD LV005 - Tornakalns (Jelgavas street 21,630km) - Imanta (Riga airport 29,500 km) | DTD TS Annex No. 2.3 |

* 1. Preliminary design

| **No.** | **Title** | **Resource[[3]](#footnote-4)** |
| --- | --- | --- |
|  | “Detailed technical study and environmental impact assessment of the Latvian section of the European gauge railway line Rail Baltica” including railway alignment with the technical solutions of the detailed technical study or preliminary design. | DTD TS Annex No. 3.1 |
|  | Environmental impact assessment report | DTD TS Annex No. 3.2 |
|  | Opinion No.5 of the Environment State Bureau (ESB) issued on 3 May 2016, the document is available in Latvian. | DTD TS Annex No. 3.3 |

* 1. Additional studies
     1. The Client shall provide relevant finalised and approved studies during the Agreement implementation. All new studies (not covered in the annexes of Technical specification) that will be handed over to Consultant or published on Rail Baltica Website, that from the Consultant’s point of view would change DTD Technical specifications, shall be described by Consultant during Technical or Progress meetings and Client will make final technical decision on how to handle the study.

|  |  |  |
| --- | --- | --- |
| No. | Title of delivered studies | **Source** |
|  | Rail Baltica Study on Supply of Mineral Materials for Rail Baltica in Latvia. | DTD TS Annex No. 3.6 |
|  | Archaeological studies of relevant areas along the planned route.  Route Section 4. “Ķivuļurga – “Jelgavas iela” | other studies/sections to be provided during the implementation of the Design Services  DTD TS Annex No. 3.11 |
|  | Study of potential electromagnetic impact on ATM/CNS systems of the SJSC “Latvijas Gaisa Satiksme” due to the Rail Baltica railway infrastructure project and further train operations, at Riga international airport. | DTD TS Annex No. 3.12 |
|  | “Monitoring program for the European gauge railway line Rail Baltica impact to the mammals” | DTD TS Annex No. 3.4. |
|  | “Monitoring program for the European gauge railway line Rail Baltica impact to the mammals”  Monitoring interim report  A5 and C3 section feasibility study and specification of activity | DTD TS Annex No. 3.5. |
|  | Rail Baltica Study on Supply of Mineral Materials for Rail Baltica in Latvia | DTD TS Annex No. 3.6 |
|  | Implementation plan of environmental impact assessment conditions for Rail Baltica project in Latvia | DTD TS Annex No. 3.7 |
|  | EIA condititions implementation table | DTD TS Annex No. 3.8 |
|  | Technical expertise of the cut – and – cover railway tunnel | DTD TS Annex No. 3.9 |
|  | Torņakalna, Friča Brīvzemnieka and Altonovas streets viaducts’ inspection reports (prepared in 2010, 2015, and 2016; provided for information purposes, current situation shall be reassesed). | DTD TS Annex No. 3.10 |

* 1. National state institutions related to the Design Services
     1. The following table provides the list of main Country’s national state/regulatory institutions (non-exhaustive list) as a guidance for the Consultant to consider throughout the Agreement implementation.

| **No.** | **Title** | **Online link** |
| --- | --- | --- |
|  | The State Railway Technical Inspectorate *(Valsts dzelzceļa tehniskā inspekcija)* | http://www.vdzti.gov.lv |
|  | The State Construction Control Bureau of Latvia *(Būvniecības valsts kontroles birojs)* | http://bvkb.gov.lv/ |
|  | The Latvian State Roads *(Latvijas Valsts ceļi)* | https://lvceli.lv |
|  | Riga city building authority *(Rīgas pilsētas būvvalde)* | http://www.rpbv.lv/ |
|  | Salaspils municipality building authority *(Salaspils pašvaldības būvvalde)* | http://www.salaspils.lv/ |
|  | Stopini municipality building authority *(Stopiņi pašvaldības būvvalde)* | https://www.stopini.lv/ |
|  | Marupe municipality building authority *(Mārupe pašvaldības būvvalde)* | http://www.marupe.lv/ |
|  | Olaine municipality building authority *(Olaine pašvaldības būvvalde)* | http://www.olaine.lv/ |
|  | Kekava municipality building authority *(Kekava pašvaldības būvvalde)* | http://www.kekava.lv |

* + 1. The Consultant shall consider and follow any legal acts, rules or regulations issued by the Country’s national institutions and applicable for the implementation of the Design Services and Design Supervision Services.
  1. Operational plan
     1. Operational Plan is under the responsibility and developed by the Client and will be followed by other operational studies. These studies are performed in parallel to the Design Services, and therefore exchange of information between the Consultant and Client are mandatory for the design process of Rail Baltica railway infrastructure.
     2. The Operational Plan is an outsourced study which is planned to be delivered during implementation of the Design Services. The Operational Plan scope of work will define, *inter alia*, the following parameters of Rail Baltica railway:
  + General infrastructure layout;
  + Design speed of every railway line section;
  + Capacity of every railway line section;
  + Location of stations, freight and intermodal terminal, maintenance facilities;
  + Track layout of stations, freight and intermodal terminal, maintenance facilities;
  + Type and location of turnouts, signals, balises and other track and signalling devices;
  + Length and location of railway signalling block sections;
  + Necessary facilities for tracks maintenance purposes.
    1. Operational Plan geographical scope of work is the entire Rail Baltica railway corridor, therefore it is a major tool allowing consistency of infrastructure design and interface between different Design Sections.
    2. Following completion of Operational Plan, operation and maintenance parameters will be maintained and updated by the Client. The Consultant shall take into account the operation and maintenance parameters for the performance of the Design Services. Prior starting any design phase, the Consultant shall request approval from the Client of the operation and maintenance parameters used as input data. All Consultant deliverables will be reviewed to assess their compliance with operation and maintenance parameters.
  1. Building Information Management (BIM)
     1. Detailed BIM Strategy is responsibility and development by Client and is prepared within the scope of separate contract during the implementation of Design Services and shall be a part of Design Guidelines “Building Information Management (BIM) Employer’s Information Requirements”.
     2. Minimum content of the Detailed BIM Strategy shall define:
* CDE Design including:
  + Exchange formats for each asset type;
  + Recommendations for file conversion process;
  + Roles and Responsibilities of involved parties;
  + Delivery process and information content completeness;
  + Validation/verification process for the delivered information;
  + Folder Structures;
  + Required File Naming Conventions;
  + Required file Metadata;
  + Required Process Controls;
  + Revision and Version Control process;
  + State Change process.
* BIM Manual including:
  + BIM Modelling Standards;
  + Tables of File Formats;
  + CAD Standards for Drawings and CAD Models;
  + Classification system (including the requirements for Bill of quantities).
    1. The CDE and the whole document management system hosted by the Client is planned to be implemented in 2019. The Consultant shall be aware this factor and prepare all data to ensure compliance with the above defined BIM strategy and plan and realise a migration of data to this platform once it is implemented and functional. The migration of data shall be organized only for the contractual deliverables of the design stages.
    2. Design Guidelines "Building Information Management (BIM) Employer’s Information Requirements" and developed "BIM Strategy Framework" shall be taken into account by the Consultant during the design process. These documents set minimal requirements for:
  + Model types, content and file formats;
  + BIM execution plan (for more detailed information see BIM Employer’s Information Requirements):
    - Organisational Roles and Personel;
    - Modelling tolerances;
    - Country’s Geographic Coordinate and height system and models’ alignment rules and procedures;
    - Model partitioning principles and interfaces;
    - Rules on nomenclature of file names;
    - Collaboration Plan and Quality Control;
    - Detailed BIM design delivery schedule including BIM-specific activities and milestones;
  + BIM coordination meetings;
  + Data Sharing;
  + Level of Development;
  + 2D CAD documents and drawing production;
  + Simulations;
  + Consistency control;
  + Visualizations;
  + Classification system.
    1. In the inception report the Consultant shall provide a full BEP according to the requirements set in Design Guidelines.
    2. All CAD standards and requirements will be defined in the “Detailed BIM Strategy” and shall form a part of Design Guidelines “Building Information Management (BIM) Employer’s Information Requirements”. These CAD Standards, as minimum, will define the following and the Consultant shall fully take into account all the CAD standards and requirements defined in the Detailed BIM Strategy:
  + Drawing and Model referencing procedures;
  + Exchange and revision procedures;
  + Line-types;
  + Text and Dimensioning;
  + Annotations;
  + Layers/Levels;
  + Drawing Templates.
    1. The Consultant shall ensure the sufficient capacity of hardware necessary to ensure the smooth collaboration and work progress with large federated (with many design disciplines) BIM models.
    2. The Client shall ensure the necessary training for the Consultant’s personnel working with CDE and other workflows. The Consultant shall be responsible for the participation of the required personel in these trainings. A training material for usage of CDE is a part of the deliverables included in the "Detailed BIM Strategy" delivery.

1. Scope of THE services
   1. Main tasks
      1. In accordance to the Country’s national legislation and Rail Baltica Global project requirements, the Consultant shall perform all necessary tasks to provide the Services and to get approval of the deliverables of the Design Services. The main tasks part of the scope of the Services of the Consultant are as follows:
2. review and analyse all references necessary for the provision of services under the Agreement;
3. develop and improve solutions provided in the Preliminary design and CPTD through Value Engineering;
4. undertake necessary site investigations, including topographic, geology, hydrology, etc.;
5. carry out accreditied laboratory tests for the quality check of mineral materials (in accordance with the requirements in Design Guidelines) from local quarries to be used in substructures;
6. analyse existing data on archeologic, cultural heritage objects and implement necessary investigations;
7. obtain any permits required to start, implement and complete the design process;
8. proactively apply for any information from Client, and to cooperate with him, in order to implement this information in the deliverables of the Design Services;
9. apply for technical conditions from Affected parties and implement the received requirements that fall under the concept of Rail Baltica Global project;
10. obtain any required approvals (from Client, National Safety Authority, Notified Body (hereinafter – NoBo), Affected parties, etc.) required during the design process;
11. apply for the necessary number of Building Permits (considering the indicative amount of Construction Objects specified in this Technical specification) by ensuring the provision necessary design data in accordance with Country’s construction legislation;
12. obtain necessary number of Building Permits, including permits for cultural heritage objects, in accordance with Country’s construction and other national legislation by implementing requirements received from involved Country’s state institutions during the Building Permits’ issuing process;
13. cooperate with NoBo, design expertise providers in order to implement their comments and receive their acceptance for the design;
14. ensure the coordination of provision of the Design Services (including, *inter alia*, any required interdisciplinary design checks) with Implementing bodies, Affected parties and any other state, private entities, persons involved in the design process;
15. prepare Master design (including cultural heritage objects) and Detailed Technical Design fit for purpose;
16. implement EIA and all relevant mandatory procedures, including approvals’/permissions’ obtainment;
17. in case of deforestation, harvesting, transplantation or other removal of existing forest, protected trees and shrubs is needed to be foreseen in order to implement construction and installation works later – to prepare mandatory documents, perform all relevant mandatory procedures, including approvals’ and permissions’ obtainment;
18. carry out public consultations and presentations on different aspects of technical solutions, environmental impact assessments and further development approaches;
19. prepare Bill of Quantities and cost expenditure (construction cost estimation) calculations for each Construction object;
20. provide the Design Supervision Services, including cultural heritage objects’ design (reconstruction) supervision, during the construction in accordance to the Country’s national legislation and Agreement’s conditions;
21. prepare maintenance requirements and manuals for the designed objects. Maintenance manuals shall consider the most optimum ways of maintaining the infrastructure objects with regards to, *inter alia*, safety, ease and speed of maintenance;
22. provide any other Services required in accordance with applicable national and international legislation, as well as requirements falling under the Global project concept that may be required and expected from a responsible and prudent Consultant for the purposes of;
23. investigate the possibly contaminated areas and prepare the technology (to be applied during the construction) for the disposal / utilisation of hazard substances;
24. be available for regular liaison as and when required with the Client and Affected parties as may be required for the successful completion of the Services;
25. Designer shall develop necessary solutions for safety measures related to the railway protection zone.
    * 1. Consultant for the bearing capacity calculations shall consider the loads of all constructions, regardless their level of detalisation in Master design or Detailed Technical design as well as relevant construction phases, methods and equipment. All bridges, overpasses, eco-ducts, tunnels, culverts, segregated grade crossings, railway substructure and superstructure shall be designed with the consideration and calculations of all the impacts and all the loads, including the locations of the future loads of the catenary poles, lighting poles, GSM-R towers, substations, noise barriers, retaining walls, signals, landscaping and other objects.
      2. The Consultant shall be responsible at its own cost for the correction and resubmission for the confirmation/approval process (if necessary) at any stage of provision of the Design Services in case of design mistakes and/or noncompliance with Technical specification, Rail Baltica Design Guidelines, Country’s construction legislation or other mandatory requirements.
      3. The Consultant shall prepare land acquisition plan (if necessary for the approved design option) consisting of layouts, drawings, cadastral information and explanatory note on territories, which need to be obtained for railway alignment objects as well as for access roads with cadastral unit markings, boundaries and surface data.
      4. Separately for every Design priority section the Consultant shall prepare the construction technology and work organisation planning covering construction phasing (calendar planning), general layout of construction works, site preparation requirements, the labour protection and health protection plan, explanatory description, assembly load schemes, traffic organisation plan construction technologies to be used, logistics and construction works organisation, additional land plots necessary. Construction technology and work organisation planning shall be developed in accordance with Country’s legal acts. The Consultant must prepare a design by assessing the requirements of the Preliminary design for the preparation of construction sites, warehouses for the construction of materials, waste management, construction equipment and vehicles used for construction. The detalisation level of construction technology and work organisation plan in Master design and Detailed technical design shall be agreed with the Client.
      5. The Consultant shall analyse all the requirements for design and works mentioned in the Prelliminary design, prepare, submit all necessary applications and fulfil the Design Services in accordance with additionally obtained requirements and conditions.
      6. The Consultant shall consider the design solutions having as low as possible negative impact on the capacity as well as operation of the existing railway infrastructure during and after the construction. The design solutions (as well as construction technology solutions) influencing the capacity of any public intrastructure shall be aligned with the corresponding Affected parties.
      7. The Consultant shall be responsible for undertaking all the Services required and that can be reasonably expected from an experienced and prudent design contractor for similar Services.
      8. The Scope of Services described in the Technical Specifications are minimum and the Consultant shall foresee the required input information for the Services (including evaluation and design work on alternatives/options) and to design the best selected alternative with all the respective approvals.
    1. Country specific scope of the Design Services
       1. The Consultant shall design the demolition of the objects and structures required to be demolished and removed (including those not indicated in the PD and CPTD).
       2. The Consultant shall receive approvals from the Affected parties of the proposed technical solution and cross-section with the railway during Master design level in order to secure further DTD elaborations without modifications.
       3. The Consultant shall be responsible for the amendment of the application of the Building Permits or Building design in a minimum composition (MBP), according to the applicable law and legislation, if applicable and necessary during the provision of the Design Services. Specifically, this requirement would be applicable to the further stipulated modified sections and cut - cover tunnel section, as well as in case of the Affected parties owners/utilities which could require a separate Building Permit.
       4. The Consultant shall not be responsible for the land acquisition process. However, the Consultant shall put all efforts to ensure that the process of provision of the Design Services is implemented. In case the land acquisition process limits the provision of Design Services, the Consultant shall prove that there are no other possibilities to continue the provision of the Design Services but wait for the completion of land acquisition process. It is planned that the land acquisition process for the land plots of Rail Baltica railway corridor shall begin at 2019.
       5. The Consultant shall integrate all the requirements of EIA and SEB Opinion No.5. (hereinafter – environment requirements) for the applicable design sections in to the MD and DTD as well as to prepare separate additional chapter in DTD describing every applicable requirement integration into the DTD and further requirement implementation plan during construction. Summarized environment requirements are attached in the Annex No. 3.7 (“Implementation plan of environmental impact assessment conditions for Rail Baltica project in Latvia”).
       6. Consultant shall be responsible to comply with the environment requirements all over the Design Services and in deliverables. For that purpose, during the Design Services period, the Consultant shall also carry out all the additional monitoring, assessments, consultations, investigations and necessary activities of the environment requirements with the involvement of certified experts in the respective field. The Consultant shall coordinate all the environment requirements and prepare the required applications/reports and receive all the necessary approvals from the respective responsible environment authorities.
       7. Taking into the account the Clients’s EIA implementation plan, as attached in the Annex No. 3.7 (“Implementation plan of environmental impact assessment conditions for Rail Baltica project in Latvia”) the Consultant shall integrate the activities/requirements of EIA implementation plan in the Services and deliverables. The environment requirement implementation process during the Design Services for the applicable sections shall be submitted together with the progress reports. Every quarter the Consultant shall provide environment reports about EIA implementation plan covering specific sections, such as monitoring, assessment, actions and measures carried out and planned to be carried out.
       8. Mammal monitoring program for the Rail Baltic project sections in Latvia (in the Annex No. 3.4. “Monitoring program for the European gauge railway line Rail Baltica impact to the mammals”) has been approved by the Nature Conservation Agency in April 2018, which defines different monitoring phases including the ones which shall be monitored during the Design Services, summarized in report and approved with the Nature Conservation Agency. For the relevant design sections, the first feasibility study has been carried out and Interim monitoring report has been approved by the Nature Conservation Agency in July 2018. (in the Annex No. 3.5. “Monitoring interim report, A5 and C3 section feasibility study and specification of activity”)
       9. The Consultant shall prepare all the technical information, solutions, layout drawings, technical descriptions, Value Engineering and all the supporting information as from the Consultant’s perspective for the respective Modified sections for the environmental procedures (including application for environmental technical conditions, environmental screening or new EIA) as requested by the authorities. The Client will be responsible for the communication, applications and coordination of the further environmental procedures.
    2. Main objects
       1. The main objects, *inter alia*, falling under the Consultant’s scope of Services that must be fully addressed in the Design are as follows:
26. earthworks (including non-usable material storage places), embankment, cutting, subgrade, blanket layer (sub-ballast);
27. railway superstructure, i.e. railway tracks covering turnouts, ballast, rails, concrete sleepers/beamers with the fastenings (slab track structures);
28. station tracks, platforms, depot and multimodal access track connections (if required), passing loops and crossovers;
29. drainages, ditches, culverts;
30. bridges, tunnels (e.g. railway, road, pedestrian, animal etc.), road viaducts, railway viaducts, retaining walls access roads for Railway infrastructure objects, maintenance roads, eco-ducts (animal crossovers), segregated grade pedestrian crossings,
31. cable channels (with the required spare capacity) for the main signalling, communication cables, cable ducts to the turnout point machines, point heating systems, axle counters and signals, passenger platforms with the access walkaways/equipment and cable ducts, power supply substation land plot layouts,
32. additional cable channels for the future communication needs,
33. all structures for PRM, fences with access gates, noise barriers, separation walls and structures for different infrastructures,
34. landscaping for the railway right of way, designed structures and objects of the Affected parties, designed roads and road bridges etc.
35. location of catenary constructions, lighting poles, radiocommunication towers, substations, signals, facilities (including buildings) for signalling equipment and other objects if applicable,
36. railway station infrastructure (supply utilities, power supply, lighting, communication, drainage, water supply, car parking place etc.) at the Conceptual design level for international stations and regional stations, stops (at the Conceptual design level);
37. demolishing buildings and other structure (including utilities).
38. Temporary buildings, structures, access roads and bypasses foreseen for the implementation of the design solutions,
39. Deforestation of land plots and trees for the affected infrastructure and for the right of way including necessary safety zone adjacent to the right of way,
40. Design for construction site cleaning before and after construction works,
41. Fire protection strips according to country specific requirements,
42. Embankment settlement and frost heave monitoring systems in locations of particular interest,
43. Bridge/overpass/viaduct/tunnel monitoring systems,
44. Reallocation of buildings, structures and objects,
45. Design for a land melioration where needed,
46. Acquire necessary input data and ensure necessary assessments (existing conditions, future impact during construction and operational phase) of the existing neighboring, adjacent and interfaced objects/structures (roads, railways, bridges, buildings, etc.).
    * 1. Unless it is required specifically, the following objects shall be designed by the Consultant at the Conceptual design level:
47. Technical buildings necessary for the railway operations and maintenance;
48. Traction power substations, overhead contact line system, snow cleaning systems.
    * 1. The list of main objects defined in the 2.3.1 is indicative on the basis of existing studies. The Consultant remains fully responsible of establishing the list of objects and exact amount/volume of the structures to be designed, in order to ensure the overall performance of the Services
    1. Client’s responsibility
       1. Any work done prior to the approval of Consultant’s documents by the Client shall be at the Consultant’s risk and responsibility. The Client shall have the right to amend the Client’s Requirements, request any additional details and to require the Consultant to make any changes in the required Services pursuant to the provisions and procedure specified in the Particular conditions and the Design Guidelines. Such amendments to the Client’s Requirements, including changes in the required Services, shall not cause any additional costs to the Client unless such costs are unavoidable.
       2. Approval of any of the Consultant’s documents by the Client shall not relieve the Consultant of the responsibility to meet all of the requirements or of the responsibility for the correction of the documents furnished by the Consultant. The Consultant shall have no claims for additional costs or extension of time on account of delays due to revisions of the documents, which may be necessary for ensuring compliance with the Agreement or the applicable law. In the case of the later discovery of errors, omission, or inconsistencies within a Consultant’s document, the Consultant shall promptly submit the revised document, to the Client’s approval within 30 (thirty) days after date of notification. Pursuant to the provisions and procedure specified in the Particular conditions and the Design Guidelines the Client shall have the right to require the Consultant to make any changes in the approved Consultant’s documents and other performed Services.
    2. Design priority sections
       1. In order to ensure proper planning and management of design process, the whole Design Section covered under the scope of the Design Services is split into the Design Priority Sections that are prioritised from the design process and construction implementation perspective. The range of a particular Design Priority Section is identified in the Technical Specification. In case it is not possible to perform the Services in relation to a given Design Priority Section the Client has the right to change the order of Design Priority Sections. If such changes are not made, the Consultant shall consult the Client on regular basis and prioritise the performance of the Services in the subsequent Design Priority Section.
       2. The following Design Priority Sections are identified in Technical specification, which the Consultant shall follow:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Id. No.** | **Priority** | **Title** | **Range** | **Notes** |
| RBDTD-LV-DS1DPS1 | I | Tornakalns - Imanta | Jelgavas street 21,630km - Riga airport 29,500 km | Riga municipality |
| RBDTD-LV-DS2DPS1 | II | Upeslejas - Riga central station | 3,500 km - 19,092km | Stopiņi municipality  Salaspils municipality  Riga municipality |
| RBDTD-LV-DS3DPS1 | III | Riga airport– Misa | 33,910km - 66,000km | Marupe municipality  Olaine municipality  Kekava municipality  Baldones municipality |

* 1. Construction objects
     1. The indicative list with minimal amount of Construction Objects is shown in this chapter in order for the Consultant to understand its needs for the necessary resources and appropriate time planning within the scope of provision of the Design Services to ensure full design packages (covering the corresponding approvals and issuing of Building permits in accordance with Country’s construction legislation) are prepared for every Construction Object.
     2. The arrangement and split of objects (to be designed under the Agreement) into the Construction Objects shall be done in accordance with the following:
        1. Country’s national construction legislation;
        2. financial resources allocation for the implementation of design (construction) activities;
        3. Consultant’s experience and best practices of high speed railway design;
        4. better coordination and management of the Design Services;
        5. analysis of technical options and results of Value Engineering process;
        6. envisaged ownership of the designed and build constructions;
        7. Technical conditions received from Affected parties.
     3. The Consultant shall note that due to the above-mentioned reasons, the final number and list of Construction Objects might change during the Design Services.
     4. The Consultant shall prepare an implementation schedule of design of Construction object within Design Priority Section and submit it for approval. This implementation schedule shall be updated monthly and included in Progress report. The Client may change the priorities for design of Construction objects.
     5. The following table shows the indicative list of Construction Objects based on Preliminary Design solutions which the Consultant shall take into account in the development of the Design (and liaise with the Client regarding any necessary changes identified):

| **Construction object No.** | **Design priority section** | **Construction permits title** | **Location[[4]](#footnote-5) (range), km** |
| --- | --- | --- | --- |
|  | **RBDTD-LV-DS1DPS1**  **Design Section No. 1** | Existing LDz 1520mm railway tracks rebuilding (21,630 - 29,500) | 21,630 - 29,500 |
|  | Tornakalns (Jelgavas street 21,630km) - Imanta (Riga airport 29,500 km) | 21,630 - 29,500 |
|  | Road viaduct (PK 25+752) | PK 25+752 |
|  | Crossing (PK 28+812) | PK 28+812 |
|  | Building/structur demolishing for every applicable land plot in railway RoW | 21,630 - 29,500 |
|  | Other construction permit split proposed by designer and accepted by Client (e.g. crossing viaducts, segregated grade pedestrian crossings others) |  |
|  | **RBDTD-LV-DS2DPS1**  **Design Section No. 2** | Existing LDz 1520mm railway tracks rebuilding (3,500 - 11,300km) Stopinu municipality  Salaspils municipality | 3,500 - 11,300 |
|  | Existing LDz 1520mm railway tracks rebuilding (11,300 - 19,084km) Riga municipality | 11,300 - 19,084 |
|  | Section 2.1. (3,500 - 4,000km) Stopinu municipality | 3,500 - 4,000 |
|  | Modified section 2.2. (4,000 - 5,600km) Stopinu municipality | 4,000 - 5,600 |
|  | Section 2.3. (5,600-11,300km) Stopinu municipality | 5,600-11,300 |
|  | Section 2.4. (11,300 - 13,100km) Riga municipality | 11,300 - 13,100 |
|  | Modified section 2.5. (13,100 - 14,500km) Riga municipality | 13,100 - 14,500 |
|  | Section 2.6. (14,500-16,100km) Riga municipality | 14,500-16,100 |
|  | \*Modified section 2.7. (16,100 + 19,092km)  Riga municipality | 16,100 + 19,092 |
|  | Road viaduct (4+255 km) | 4+255 km |
|  | Road viaduct (6+279 km) | 6+279 |
|  | Road viaduct (15+541 km) | 15+541 km |
|  | Road viaduct (16+873 km) | 16+873 km |
|  | Building/structur demolishing for every applicable land plot in railway RoW |  |
|  | Other construction permit split proposed by designer and accepted by Client (e.g. crossing viaducts, segregated grade pedestrian crossings others) |  |
|  | **RBDTD-LV-DS3DPS1**  **Design Section No. 3** | Section 3.1. (33,910 - 39,700km) Marupe municipality. | 33,910 – 39,700 |
|  | Modified section 3.2. (39,700 - 43,250 km) Marupe municipality. | 39,700 – 43,250 |
|  | Modified section 3.3. (43,250 - 45,400km) Olaine municipality. | 43,250 - 45,400 |
|  | Section 3.4. (45,400 - 52,800km)  Olaine municipality. | 45,400 - 52,800 |
|  | Modified section 3.5. (52,800 - 59,700km) Kekava and Baldones municipality. | 52,800 - 59,700 |
|  | Section 3.6. (59,700 - 66,000km) Baldones municipality. | 59,700 - 66,000 |
|  | Road viaducts (38+537 km 38+655km) | 38+537 38+655 |
|  | Road viaducts (40+398km) | 40+398 |
|  | Road viaducts (54+844km) | 54+844 |
|  | Road viaducts (60+093km) | 60+093 |
|  | Road viaducts (62+508km) | 62+508 |
|  | Eco-duct (44+200km) | 44+200 |
|  | Eco-duct (52+400km) | 52+400 |
|  | Eco-duct (60+348km) | 60+348 |
|  | Building/structur demolishing for every applicable land plot in railway RoW |  |
|  | Other construction permit split proposed by designer and accepted by Client (e.g. crossing viaducts, segregated grade pedestrian crossings others) |  |

* 1. Design expertise and Conformity assessment
     1. Conformity assessment of subsystems and interoperability constituents will be in accordance Directive 2008/57/EC and Directive 2016/797/EU to ensure interoperability between the Rail Baltica Global project and the European railway network (NoBo assessement). NoBo assessment starts with design works phase and ends with formal certification of each separate completed railway subsystem.
     2. Design expertise as well as NoBo assessment are under the responsibility of the Client. The Consultant shall cooperate with the design expertise as well as NoBo assessment with the Client and provide all necessary data. The Consultant shall implement the comments (correct the design documents) received from design expertise as well as NoBo assessment service providers within 1 week of receival of such comments.
  2. Building Permits’ receival process
     1. The Consultant shall carry out all necessary activities at its own cost to obtain necessary Building Permits (Construction Permits) for all Construction Objects according to the Country’s national construction legislation.
     2. The Consultant shall fully take into account the time periods specified in Country’s construction legislation for the Building Permits receipt process.
     3. The Consultant shall be responsible for the applications to receive the Building Permits and provision of necessary information. The Client shall confirm every application of the Building Permit/MBP.
     4. On behalf of the Client the Consultant shall be responsible to communicate and inform the affected land owners, neighbours and other groups of people of the commencement of the design process / receipt of the construction permit as required by the construction legislation.
  3. Affected parties’ objects
     1. The Consultant shall be responsible for the coordination of activities of the Design Services with Affected parties within and/or in association with the Scope of the Services.
     2. Based on the requirements specified in Preliminary Design, CPTD and following the design solution development process the Consultant shall apply for Technical Conditions from Affected parties (hereinafter – Affected party Technical Conditions).
     3. The scope of Affected party Technical Conditions might cover the following construction activities that shall be incorporated in the design by the Consultant during provision of the Design Services:
        1. Reconstruction, demolition, upgrade;
        2. Relocation, protection, restoration, preservation;
        3. any other construction activities in line with Rail Baltica Global project objectives.
     4. The Consultant shall coordinate and align the scope of Affected party Technical Conditions before the application and after the receipt with the Client to ensure that Technical Conditions are legitimate and in line with Rail Baltica Global project.
     5. The Consultant shall be responsible for the implementation of the requirements of Affected party Technical Conditions during the provision of the Design Services.
     6. The Consultant shall be responsible for the implementation, update and transfer to the Client of the database of technical conditions, correspondence and any other document related to the requirements of Affected party management.
     7. The indicative list of Affected parties is as follows:
        1. Transport infrastructure operators/owners: railways, roads, airports;
        2. Power transmission operators (high voltage) and power suppliers (low and medium voltage);
        3. Oil/gas transmission operators;
        4. State/municipal institutions;
        5. Landowners;
        6. State Forest Service;
        7. Telecom (communication cable lines, mobile operators)
        8. Fire/Rescue services and military authorities;
        9. Private enterprises;
        10. Railway authorities;
        11. State/municipal service companies (water supply, heat supply etc.);
        12. Environmental monitoring institutions;
        13. Culture heritage monitoring institutions;
        14. Melioration and land drainage authorities and owners;
        15. any other institution the requirements thereof shall be considered by the Consultant during the Design Services provision.

1. Design process
   1. Site Investigation
      1. The Consultant shall carry out all the necessary site investigations/surveys – *inter alia,* geodetic and topography, geological, geotechnical and hydro-geology, hydrology, noise, EIA if applicable and any other investigations necessary to receive responsible authorities/institution approvals (result registrations) in accordance with Country’s applicable legislation, regulations, standards and other requirements covered in the Technical Specification, Design Guidelines and Rail Baltica - Additional requirements for site investigations (Annex No. 5).
      2. For the site investigations the Consultant shall prepare program for each investigation, receive all the necessary and applicable permissions (from the Client, state authorities and other) to carry out the respective site investigations and at the end of investigation shall prepare report for each investigation.
   2. Value engineering 
      1. Value Engineering process
         1. The Consultant shall implement Value Engineering process by applying the best engineering practise to optimise the design solutions and achieve the best value for money through railway lifecycle by ensuring safety, railway system capacity, operational efficiency, reliability and flexibility, social, economic, environmental as well as other objectives defined at intergovernmental level between Baltic states for the Rail Baltica railway.
         2. The Consultant shall consider all reference data defined in the Technical specification, as well as relevant results of site investigations implemented by the Consultant during provision of the Design Services and other necessary data.
         3. For every railway line structural aspect (such as horizontal and vertical alignment, embankment structure, bridge, viaduct, roads, eco-duct, noise barrier etc.) the Consultant shall assess through Value Engineering process different feasible design options based on:
         4. Preliminary design solutions;
         5. CPTD recommendations;
         6. Additional option developed by Consultant’s by considering the best engineering practice;

In the following cases the number of options could be limited to two:

* the Preliminary design solutions are not feasible (not possible to implement due to specific constraints, not compliant with Design Guidelines or Operational Plan, etc.)
* the Consultant demonstrates that no additional option bringing improvement could be found.
  + - 1. The level of detalisation for every design option, to be proposed by the Consultant, shall be sufficiently clear to understand at the Conceptual design level and sufficiently detailed for the exhaustive analysis throughout the Value Engineering process. The Consultant shall present every design option by providing the following information:
      2. Conceptual design (showing alignment, cross-sections, maps, interfaces with other objects, landscaping etc.);
      3. CAPEX, OPEX calculations;
      4. Quantitive and qualitive analysis of advantages and disadvantages of particular option;
      5. Any other data necessary to identify the key aspects differentiating the design options to be compared.
      6. The Consultant shall ensure that Value Engineering results are aligned with the design solutions planned for the neighbouring Rail Baltica railway sections (at least for 1 km) outside the Design section.
      7. The results of Value Engineering process are Conceptual design solutions agreed and approved by the Client and involved Beneficiaries to be used as a basis for further development and preparation of the Master design.
    1. Scope of Value Engineering and approval

The Consultant shall implement Value Engineering separately for every Design priority section and prepare Value Engineering report consisting of two main parts.

I. **Value Engineering for railway alignment**, covering vertical and horizontal railway profiles, as well as railway / road viaducts;

II. **Value Engineering for structures**, covering railway embankment structure, bridges, viaducts, tunnels, eco-ducts, noise barriers and other structures (justified as necessary to be analysed through Value Engineering process)

Value Engineering reports and documentation shall be delivered in the paper format, BIM, DWG or other format (as required by the Affected parties, Expertise, NoBo), PDF format, including Word and Excel file formats and other editable source file format if applicable.

* + 1. Value Engineering for railway alignment
       1. The Consultant shall implement Value Engineering for railway alignment, in order to improve technical solutions for the insertion of the railway infrastructure in its environment, and to optimise cost/benefit ratio. The Value Engineering methodology shall follow the following prioritized criteria:
       2. Safety and Security;
       3. User's perspective (passengers, freight owners);
       4. Train operator's perspective (capacity, rolling stock, energy costs, OPEX, revenues);
       5. Infrastructure management (traffic management, maintenance management, OPEX) ;
       6. Technical and project delivery (CAPEX, third parties, schedule, procedures);
       7. Externalities (human health and society, environment impact, network effect, etc.).
       8. The Consultant shall implement Value Engineering for railway alignment at least for two options in accordance with Value Engineering methodology provided in Annex No. 4 of Technical specifications. Based on the best practical implementation of Value Engineering exercise, the Consultant might propose modifications (to be accepted by the Client) to the Value Engineering methodology provided in Annex No. 4. The review / approval process of the proposed Value Engineering modifications provided to the Client shall take up to 10 (ten) days.
       9. The reports of Value Engineering for railway alignment shall be prepared in consultation with the Client, Beneficiaries, Implementing Bodies as well as relevant Affected parties and approved by the Client.
       10. The Consultant shall be responsible for the presentation of the results of Value Engineering process not only to the Client, but also to the involved Beneficiaries, Implementing Bodies and Affected parties.
       11. The Consultant shall be responsible for the study of options according the criteria defined in the Value Engineering methodology, and to prepare the necessary technical drawings, calculations and other elements. By exception, the Client will manage the study of the following criteria:
* User perspective (C3 to C5),
* Train Operator Perspective (C6 to C10),

on the basis of elements and drawings provided by the Consultant. Study reports for these criteria will be transferred to the Consultant in 10 (ten) days, in order he could assembly and finalise the Value Engineering report.

* + - 1. During the implementation of the Value Engineering the Consultant shall assume the following split for the total length of the Design Sections:
* Changes resulting in significant horizontal alignment improvement - 50%;
* Changes resulting in no significant horizontal alignment improvement, only vertical alignment improvement within the Preliminary design railway corridor - 50%;

Split per Design Priority sections is expected to be the following:

* Priority I section Tornakalns – Imanta

- Significant horizontal alignment changes are expected for 100% of the total section;

* Priority II section Upeslejas - Riga central station.

- Significant horizontal alignment changes are expected for 47% of the total section;

- No significant horizontal alignment changes, only vertical alignment changes within

the Preliminary design railway corridor are expected for 53% of the total section;

* Priority III section Riga airport– Misa.

- Significant horizontal alignment changes are expected for 39% of the total section.

- No significant horizontal alignment changes, only vertical alignment changes within

the Preliminary design railway corridor are expected for 61% of the total section.

This provided information is based on the Client’s available data, understanding and studies, which might vary during design.

* + 1. Value Engineering for structures
       1. The Consultant shall implement Value Engineering for structures by analysing at least two new design options separately for every embankment structures, bridge, viaducts, tunnel, eco-duct, noise barrier and other structures. The following data shall be provided and compared for the analysis of these options:
       2. CAPEX, OPEX, life cycle costs;
       3. Lifetime;
       4. Maintenance program with conditions;
       5. Any other data necessary for comparison analysis of different options (for example, monitoring systems for bridges, embankments etc.).
       6. The reports of Value Engineering for structures shall be prepared in consultation with the Client as well as relevant Affected parties and approved by the Client.
    2. Value Engineering of embankment structure
       1. The Consultant shall propose different design options for railway embankment structure by considering the availability of local mineral materials (including its properties parameters) to be used for railway embankment construction, as well as ground water level, water drainage conditions, existing land melioration conditions etc.
       2. Consultant shall carry out laboratory testing in accordance with Annex No. 5 Ch. 2.1.2.6, according to the requirements and test methods listed in Design Guidelines, from locally available, existing quarries within 60 km distance from the railway line. In case the laboratory test results indicate to insufficient amount and quality of mineral materials which meet the requirements described in Design Guidelines, then the Consultant shall carry out laboratory testing in accordance with Annex No. 5 and requirements and test methods listed in Design Guidelines requirements, from the quarries within 120 km distance from the railway line or in greater distance if the total cost of material and transportation is competitive.
       3. Consultant shall propose different embankment design options for geotechnically similar railway line sections from local quarries. Options should be designed by using only locally available mineral materials based on requirementsdescribed in the Design Guidelines. Options are as follows:
    - Technical individual solution using local material in radius up to 60 km.
    - Technical individual solution using local material in radius up to 120 km.
      1. Consultant shall carry out substructure bearing capacity calculations and submit proposal of possibility to achieve the requirements set out in the Design Guidelines, railway substructure by increasing the thicknesses of earthwork layers using available local mineral materials.
      2. Consultant shall study and consider of possibility to use different stabilisation methods for mineral materials to fulfil the required parameters set out in the Design Guidelines.
      3. Consultant shall work out 3 possible design options for marshlands areas if unsuitable material depth is more than 3 meters. Options are as follows:
* Individual design with Geosynthetics
* Other individual design according compressible soil area requirements
* Replace unsuitable materials
  + - 1. Consultant shall secure safe track during 100 years with required bearing capacity and without frost heave.
      2. The Consultant shall consider the results of the studies for mineral materials implemented in the Country.
    1. Value Engineering for eco-ducts
       1. Consultant shall design eco-ducts according to Eurocodes and based on Country’s legal requirements. If requirements are missing, then the minimum requirements are the following:
* If planned traffic is missing, then minimum calculated vehicle load should be 600 kN (for emergency situation) and axle load 150 kN;
* If local traffic will pass eco-duct then calculated vehicle load should be 1200 kN, and axle load 150 kN.
  + - 1. Eco-duct calculated lifetime should be 100 years.
    1. Value Engineering for noise barriers
       1. Consultant shall design noise barriers according noise studies, calculations (including noise 3D model) and legal acts.
       2. Consultant shall prepare Analysis of land demand (including land area necessary to maintain the noise barriers);
       3. When choosing the type of noise barrier, excess material not suitable for railway construction or recycled materials that reduce noise to the level required by law, should be used as much as possible.
       4. The Consultant shall offer 3 solutions for each noise barrier wall with visual drafts, 2 of which are made with recyclable material and one solution, which is the most effective solution in the opinion of the Consultant.
    2. Value Engineering report review / approval
       1. The review / approval process of Value Engineering reports for railway alignment provided to the Client shall take up to 45 (forty five) days. The Client shall prepare the technical review report and arrange necessary agreements with Beneficiaries, Implementing bodies and relevant Affected parties.
       2. The review / approval process of Value Engineering reports for structures provided to the Client shall take up to 14 (fourteen) days. The Client shall prepare the technical review report.
       3. The technical review approval report has three options:
       4. confirming that the report is compliant and Master Design stage with preferred option can be started with additional recommendations of Client;
       5. confirming that the report is compliant and Master Design stage with preferred option can be started with no additional recommendations of Client;
       6. defining the value engineering report as non-compliant and requiring resubmission of the report.
  1. Master Design structure
     + 1. The first major deliverable for the Design process is the Master Design. The Master Design contains all technical parts of the design and consists of technical description, drawings, calculation notes and cost estimate. Detail solutions shall be worked out on the level that Client could analyse the construction budget. The purpose of the Master Design is to determine and ensure the Client and the Consultant of the principal outcome of the Detailed Technical Design. No major changes are expected after the approved Master Design barring exceptional circumstances.
       2. The technical solutions defined in the Master Design shall provide sufficient and clear detail of the project scope for the appropriate authorities to evaluate the interoperability, safety, environmental aspects, rationality and technical performance of the railway and related facilities to approve the project.
       3. The technical requirements for the Master Design are as follows:

1. Prepared technical solutions for the section of Rail Baltica infrastructure, including typical drawings for the railway line and relevant cross-sections, (including electrification, control, command and signalling (CCS) and communications systems, stops, snow cleaning systems) stations and civil structures – road crossings, river crossings and culverts, pedestrian and animal crossings, utility crossings, landscape design, noise reduction solutions, fencing, etc.
2. All necessary investigations complete.
3. All existing utilities and their connections need to be shown in the design with information of the owner of each specific utility.
4. Prepare detailed technical drawings with a detailing level corresponding to a master design – general, but precise enough so that the main details and the main requirements for precise detailing in further design works process are clear.
5. Prepare the necessary crossing schematic drawings according to the requirements for multi-level crossings, ensuring a safe and comfortable crossing of the railway track. Solutions must be created in consultation with respective Affected parties.
6. Design the plans and longitudinal profiles of the proposed crossings to a detailing level that would provide enough input information for the civil designs and work estimation.
7. Based on the input of as the Client, show the electric sub-station locations for the railway.
8. Design railway bridges together with catenary post, grounding and signalling and catenary cable channels according requirements in Design Guidelines.
9. Prepare cost estimate with a detailed split for infrastructure elements, types of work, sections of railway based on required Bill of Quantities.
10. Prepare the final list of real estates and land plots with borders needed for the railway and related civil structures. For each land plot a detailed drawing must be prepared, indicating current land plot borders and necessary part for land acquisition, surface area values, which takes into account local municipality rules of land division and provision of access to the remaining land plot parts.
11. Prepare technical solutions for the railway line, including:
    * Schematic track layout for the railway line including main track and side tracks, station areas, passing loops, crossovers etc.;
    * Railway line layout (horizontal alignment) (scale 1:1000) with related ditches, roads, utilities, other structures/buildings placement and planned railway tracks;
    * Railway line longitudinal profiles (vertical alignment) (vertical scale 1:200, horizontal scale 1:5000) combined with railway line layout (scale 1:5000) on ortophoto, utilities, ditches and geological, hydrogeological data;
    * Cross-sections (scale 1:100) including superstructure, substructure, land plot boundaries, drainage structures, ditches, cables, pipes, etc. and geological, hydrogeological data;
    * Diagram of design speed permitted according alignment parameters;
    * Railway civil structure part: bridges with catenary posts and cable channels, crossings, showing overview plan, cross section and elevation, indicating the length of spans, used materials and dimensions of bearing structures.
    * Culverts, groundwater, drainage and storm water management systems;
    * Passenger platforms;
    * Road and pedestrian segregated-grade crossings;
    * Noise barriers and other technical solutions for reduction of noise and vibration;
    * Cabling along railway line;
    * Access and maintenance roads along railway line;
    * Communication and utility networks, including crossings, local roads, state roads and other affected infrastructure.
    * Any additional drawings and documents according to Country’s legislation.
12. The Consultant shall provide a list of text and graphical documents, such as drawings, sketches, plans, schemes, diagrams, etc., and propose exact appearance of these documents for Master design to define the scope of graphical documents and minimum level of detailing. Alternative scales may be offered. The Consultant shall correct/improve/supplement the list and/or minimum level of detailing and get Client’s approval. Consultant shall provide any additional graphic materials/documents or other information if it is necessary to do according to reasonable requirements of approving authorities.
13. Includes a collection of all technical conditions received and preliminary approvals by the Affected parties that issued them.
14. BIM and LOD for Master Design are described in the BIM Employer’s Information Requirements.
15. All power supply, catenary, signalling, ERTMS posts and cables layout without systems based on Design Guidelines shall be designed as Conceptual design. All loads from catenary system shall be calculated and integrated to embankment, bridges, tunnels, viaducts and platforms load calculations.
16. All local passenger platforms with lighting (with designed network connections from energy suppliers), pedestrian and cyclist roads, catenary posts and catenary and signalling cable layouts with passengers’ information system facilities (without systems) of local passenger stops, snow cleaning systems shall be designed in Conceptual design level (land plot borders shall be determined) according Detail BIM Strategy.
17. All Master Design documentation shall be delivered in the paper format, BIM, DWG or other format (as required by the Affected parties, Expertise, NoBo), PDF format, including Word and Excel file formats and other editable source file format if applicable.
    * 1. Master Design review and approval
18. The Master Design shall be submitted to Client for review.
19. During Master Design process Consultant shall provide required information to NoBo as well as design expertise expert (to be organised separately by the Client).
20. Administrative review. After receipt of the provided Master design in a period of up to 10 (ten) days Client will carry out administrative review. The aim of the administrative review is to check whether the Master design provided is complete. If submission is incomplete, Client requests resubmission of the Master design in full scope.
21. Technical review. After receipt of a complete Master Design in a period of up to 45 (forty five) days Client together with Beneficiary representatives will prepare the technical review report.
22. At least one review meeting with Client takes place during the review period.
23. The technical review report has three decision options in Latvia:
24. confirming that the Master design is compliant and work on Detailed Technical Design can be started with no additional recommendations.
25. confirming that the Master design is compliant and work on Detailed Technical Design can be started with recommendations to be implemented. The Consultant is responsible for implementing the recommendations in the Detailed technical design.
26. defining the Master design as non-compliant and requiring resubmission of the Master design.
27. The Consultant shall receive preliminary approvals from the Affected parties of the proposed technical solution and crossection with the railway during Master design level in order to secure further DTD elaborations without extensive modifications.
    1. Detail Technical Design structure
       1. Detailed Technical Design shall be prepared in such detailed level to ensure implementation of the requirements of Technical Specifications, applicable Technical standards and to receive all approvals required during the design process. The Detailed Technical Design shall provide complete technical solutions for future suppliers and construction companies/personnel to execute the work without further additional detalization, with all the constructive solutions and materials.
       2. All Detailed technical design documentation shall be delivered in the paper format, BIM, DWG or other format (as required by the Affected parties, Expertise, NoBo), PDF format, including Word and Excel file formats and other editable source file format if applicable.
       3. Designer shall design Detail Technical Design (“Būvprojekts”) according to the applicable requirements of the construction legislation (e.g. Ministru kabineta noteikumi Nr.281, Noteikumi par Latvijas būvnormatīvu LBN 202-15, "Būvprojekta saturs un noformēšana") described above and on the level BIM requirements described in Detailed BIM Strategy.
       4. As a result of approved railway alignment, the Consultant shall prepare layouts of land plots necessary to be acquired and expropriated, indicating surface area values, which takes into account local municipality rules of land division and provision of access to the remaining land plot parts. Thus, Detailed technical design for building and structure demolishing shall also be prepared for every land plot in accordance with construction legislation. Designs for reallocation of buildings, structures and different structure objects.
       5. Deforestation plan (for the affected infrastructure and for the right of way including necessary safety zone adjacent to the right of way) with physical boundary markings for every forest land plot and ~~/~~trees in city areas shall be prepared by the Consultant and approved with the responsible authorities.
       6. Consultant shall design the maintenance manuals for the design constructions as a part of Detailed Technical Design.
       7. All materials and products shall be described via technical requirements and technical characteristic.
    2. Detail Technical Design review and approval
       1. The Consultant shall submit DTD to the Client for approval in full set, format and submission deadlines as defined in the Technical Specification. All volumes of the design shall contain statement of compliance with the Country’s construction legislation and Technical Specifications.
       2. The approval process of the Client will be carried out as follows:

* Administrative review. After receipt of the provided Detailed Technical Design in a period of up to 10 (ten) days Client will carry out administrative review. The aim of the administrative review is to check whether the Detailed Technical Design provided is complete. If submission is incomplete, Client requests resubmission of the Detailed Technical Design in full scope.
* Technical review. After receipt of a complete Detailed Technical Design in a period of up to 45 (forty five) days Client will prepare the technical review report.

The Client will review the Contractor’s DTD documentation and return it with the indications „approved‟, „approved with corrections‟, or „returned for correction‟. Two last indications shall be supported by the Client’s Review Reports.

* + 1. When any Consultant’s Document commented by the Client and bear the note „returned for corrections‟, the Consultant shall make the required corrections and shall resubmit to the Client as soon as possible a reviewed DTD version set for approval. All corrections shall be consecutively numbered for the construction permit.
    2. The Client shall receive complete sets of approved DTD documentation in 6 original sets (printouts) for every construction permit/construction object as defined in the Technical Specification.
  1. Meetings
     1. During provision of the Design Services, the following meetings shall be organised and held:

| **Title** | **Responsible party organising the meeting** | **Scheduling** | **Participating parties (from both parties of the Agreement)** |
| --- | --- | --- | --- |
| **Kick-off meeting** | Client | 1 week after commencement date of the Agreement | Consultant and Client project management team |
| **Inception meeting** | Consultant | 1 month after commencement date of the Agreement | Consultant and Client project management team and necessary experts |
| **Progress meetings** | Consultant | Every 1 month following the Inception meeting | Consultant and Client project management team and necessary experts |
| **Technical Working Group (TWG) meetings** | Consultant | Every 2 weeks | Client will appoint representatives according internal rules and invite Consultant experts according Client needs. Client shall inform Consultant minimum 1 week ahead. Client and Consultant project managers or deputies shall take part in all meetings |
| **BIM collaboration meetings** | Consultant | Every month or schedule can be agreed separately with the Client | Consultant’s and sub Consultant’s specialists (if required), representatives of Client (if required) and Affected party authorized representatives (if required) |
| **Meetings with Affected parties** | Consultant | When needed | Consultant’s and Client’s design process managing representatives (when needed) and Affected party authorized representatives |
| **Implementing body and beneficiary management meetings** | Client | When needed (approximately on quarterly basis) | Client and Consultant project managers or deputies shall take part in all meetings |
| **Meeting with NoBo and design expertise** | Client | When needed | Consultant’s and Client’s design process managing representatives |

* + 1. The minimal content to be followed during the meetings is defined in the following table:

| **Id. No.-Title** | **Main content and objectives of the meeting** | **Input data to be provided before the meeting** |
| --- | --- | --- |
| **RBDTD- LV- DS1-Kick-off meeting** | 1. Presentation of Rail Baltica Global project and the general scope of the Design Services by the Client 2. Organizational structure of the Consultant 3. Split of responsibilities at Consultants Team 4. Preliminary planning of the Design Services activities 5. Client expectations to quality assurance plan and BIM requirements | 1. Slides to be presented by the parties |
| **RBDTD- LV- DS1-Inception meeting** | 1. Presentation of Programme 2. Scheduling of activities of the Design Services 3. Scheduling of all meetings 4. Presentation of Consultant’s Team 5. Presentation and agreement on progress reporting structure and format | 1. Programme 2. List of key and non-key experts 3. Draft version of Progress report 4. BEP |
| **RBDTD- LV- DS1-Progress meetings No. XX** | 1. Presentation of monthly progress 2. Agreement on Progress report 3. Solving of administrative issues of implementation of the Design Services 4. Risk management | 1. Draft version of previous progress report 2. Administrative issues on implementation of the Design Services |
| **TWG meetings** | 1. Presentation of technical issues and proposal of solutions 2. Agreement on the way forward for every technical issue 3. BIM collaboration issues | 1. List of technical issues to address during the meeting with the proposed solution options 2. Input data for Value Engineering and option analysis 3. Input data for BIM issues |
| **Implementing body and beneficiary management meetings** | 1. Presentation of progress 2. Administrative issues 3. Agreement on the way forward for every technical issue 4. Risk management | 1. Programme review 2. Status Presentation 3. Technical issues. |
| **RBDTD- LV- DS1-Affected party meeting No. XX** | 1. Presentation of administrative and/or technical issues related to Affected party and proposal of solutions 2. Agreement on the way forward for every administrative and/or technical issue | List of administrative and/or technical issues to address during the meeting with the proposed solution options |
| **Meeting with NoBo and design expertise** | 1. Presentation of design solutions, comments from NoBo or design expertise and proposal solutions 2. Agreement on the way forward for every comment | List of comments to address during the meeting with the proposed solution options |

* + 1. Party responsible for the organising the meeting shall ensure the following:

1. Informing of the participants on the meeting with the request to submit agenda items and necessary data (at least 2 weeks in advance, in case of TWG meeting at least 1 week in advance)
2. Obtaining necessary input data for the meetings
3. Managing the agenda of the meetings including distribution of the data before the meetings (at least 1 week in advance)
4. Prepared documents according agenda shall be prepared 2 (two) days before meeting and upload to CDE
5. Leading of the meetings
6. Organising a venue for the meetings
7. Distribution of the signed minutes of the meetings and data after the meeting (at least 1 week after the meeting)
   * 1. The Consultant shall be responsible for the preparation of minutes of all meetings where Consultant participates during the Design process. The Consultant shall have acceptance from the Client on the prepared minutes of the meeting.
     2. The Consultant shall be responsible for the interpretation services to Country’s language of meetings where Affected Party participates during the Design process.
   1. Risk management
      1. The Consultant shall plan in advance all its activities necessary to carry out the full scope of the Services in due time and in the agreed quality by considering the all relevant risks and minimising their adverse influence on costs and time schedule. Without limitation, such risks include:
   * Restrictions by landowners to access the land plots for the site investigation;
   * Weather conditions which may affect site investigation performance;
   * Possible track realignment outside the borders of approved Rail Baltica route;
   * Delays, inactivities, procastrination of the Affected parties regarding the provision of the Services;
   * BIM strategy devolpment and system implementation delays for any reason;
   * Land acquisition process, Environmental impact assessment and related procedures;
   * Delayed commencement of the Works and delayed Works during construction;
   * Changes in the Design guidelines, the Client’s requirements and defaults of the Consultant’s subcontractors including unavailability of human and technical resources;
   * Changes in applicable laws and regulations;
   * Legal actions by third parties.
   1. Language
      1. The Consultant shall prepare bilingual design documentation, i.e. in English and Country’s language.
      2. Client is not and shall not be responsible for the translation of national legislation into English language. The Consultant shall cover the costs for the translation of national legal acts and any other documents, if necessary for the Consultant for implementation of the Services..
      3. The Consultant shall ensure the required technical, legal level of communication in English and Country’s language.
      4. List of the documents to be provided and translated:

| **No.** | **Document name** | **English language** | **Country’s language** |
| --- | --- | --- | --- |
| Agreement implementation | | | | |
|  | Correspondence between Consultant and only Client | YES | NO |
|  | Correspondence and minutes of meetings between Consultant and Affected Parties | YES | YES |
|  | Inception, Progress, Technical Working group (TWG), BIM collaboration meetings (agenda, necessary data, minutes of meeting) | YES | NO |
|  | Meetings with Implementing body, Beneficiary, NoBo, design expertise (agenda, necessary data, minutes of meeting) | YES | NO |
|  | Inception report | YES | NO |
| 5.1 | Program | YES | NO |
| 5.2 | Quality Assurance Plan | YES | NO |
| 5.3 | BIM Execution plan (BEP) | YES | NO |
|  | Design progress reports | YES | NO |
|  | Design supervision progress reports | YES | NO |
|  | Final report after completion of the Design Services | YES | NO |
|  | Final report after completion of the Design Supervision Services | YES | NO |
|  | Site investigation (per investigation) | - | - |
| 10.1 | Investigation Programs | YES | YES |
| 10.2 | Permissions | YES | YES |
| 10.3 | Site investigation reports | YES | YES |
| 10.4 | Application for approval investigation program, reports, receiving permits | YES | YES |
|  | Value Engineering reports for railway alignment | YES | YES |
|  | Value Engineering reports for structures | YES | NO |
|  | Payment documentation | YES | YES |
|  | Presentations | YES | YES |
| Design documentation | | | | |
|  | Master design | YES | YES |
|  | Applications for receiving Technical conditions from Affected parties | YES | YES |
|  | Technical conditions from Affected parties | YES | YES |
|  | Applications for building permits | YES | YES |
|  | Building permits | YES | YES |
|  | Conceptual design | YES | YES | |
|  | Detail technical design | YES | YES |
|  | Construction technology and work organisation part | YES | YES |
|  | Bill of quantities | YES | YES |
|  | Maintenance manual | YES | YES |
|  | Environmental reports | YES | YES |
|  | Land acquisition plan | YES | YES |
|  | Plans for deforestation of land plots and cutting of trees | YES | YES |
|  | Building design in a minimum composition (MBP). Application for Construction Permits according to national law and inquiring technical conditions | YES | YES |

* + all other documents not mentioned in the table shall be provided in English and Country specific languages, unless agreed with the Client otherwise.

1. SCOPE OF Deliverables
   * 1. During provision of the Design Services, the Consultant shall prepare all deliverables necessary for the implementation of Technical specification requirements, required to obtain the required Construction permits for all the Construction objects and needed for the Agreement implementation process.
     2. The Consultant shall prepare all necessary deliverables within the deadlines specified in the Agreement. All deliverables and documentation shall be delivered in the paper format, PDF format, and editable source file format. The main deliverables to be provided as part of the Services, but not limited to, are as follows:
   1. Design deliverables
      * 1. Site investigation reports
        2. Value Engineering reports
        3. Master Designs
        4. Land acquisition plans (where necessary)
        5. Conceptual design
        6. Detail Technical Designs
        7. BIM models, data and documents according to EIR and BEP
        8. Building design in a minimum composition (MBP). Application for Construction Permits according to national law and inquiring technical conditions.
   2. Agreement implementation process deliverables
      1. The Consultant shall be responsible for the provision of the following Agreement implementation process deliverables:
         1. Inception report
         2. Programme
         3. Design progress report (monthly)
         4. Design Supervision progress report
         5. Final report after completion of the Design Services
         6. Final report after completion of the Design Supervision Services
         7. Minutes of the meetings
   3. Bill of quantities
      1. A classification system for all elements and assets will be used by the Consultant in order to deliver the Bill of quantities. The requirements for the Classification system will be described in the Design guidelines "Building Information Management (BIM) Employer’s Information Requirements".
      2. The Bill of quantities needs to be delivered to the CDE in the required file formats. In addition, all files shall also be delivered in Excel, Word and PDF format.
      3. The Consultant shall deliver the Bill of quantities according to the requirements of each Countries legislation, laws, rules and standards.
   4. Visualisation of technical solutions
      1. The Consultant, after agreement with the Client on the scope and content, shall prepare the visualisation data set for every Value Engineering option and 2 visualisation data sets for every Design priority section.
      2. The Consultant shall follow the following minimal requirements and guidelines for the preparation of the visualisation data set:

* Overview of the planned alignment and landscape situation including orthophotos;
* A flyover video of full design section shall be created showing the administrative municipality, town and city borders including a 360-degree flyover of most interesting and meaningful point-type construction objects;
* Detailed and realistic render of 100 m wide corridor along the track alignment axis;
* 500 m - 1 km on both sides of the track of simplified surrounding terrain including forest areas, buildings, bodies of water (e.g. rivers or lakes), high voltage lines and other meaningful landmarks;
* Designed and existing bridges, viaducts, tunnels, eco-ducts, roads and other ecosystems;
* Designed noice barriers, fences, electric cables, catenary posts, lighting equipment;
* Designed underground utilities shall be represented by using a cross section cut at several places of the design section;
* Moving passenger and freight (where applicable) train models;
* Moving existing train and road vehicles, if applicable - In situations if the designed alignment corridor crosses or comes near (up to 3 km from alignment axis) to the existing train or road infrastructure;
* All the graphics, texts or numbers used in the video must align with visual identity of the project and must be agreed with the Client;
* Technical specifications of the video:
* Resolution: 1920x1080px
* File format: \*.MP4 or \*.MOV (encoded using H.264 codec for the best quality/file size ratio)
* At least 25 fps

1. Design Supervision process
   * 1. The Consultant shall ensure the Design Supervision Services for the Design sections with the involvement of the experts responsible in the Design Services. The Consultant shall carry out the Design Supervision Services for all sections /construction objects/construction permits in accordance with Country’s construction legislation and these Technical Specifications. The Design Supervision Services includes supervision of cultural heritage objects’ design (reconstruction) implementation in accordance with Country’s legislation.
     2. The Consultant shall provide the Design supervision reports to the Client. The Consultant shall coordinate with the Client the decisions taken by the Consultant during the Design Supervision Services provision. The Consultant shall agree with the Client the approval of variation orders being issued during the construction process.
     3. The Consultant is responsible for construction site visits according to the programme of the Design Supervision Services, to ensure work and material quality standards and each construction site survey shall be entered in the author’s supervision journal. Consultant is not obliged to perform construction supervision according Country’s legal acts.
     4. The Consultant shall attend construction work consultations and construction site meetings at the time coordinated with the Client representatives. The meetings shall be attended by specialists requested by Client and according implemented construction activities. It is planned that construction site meetings will take place once per week at weekly meetings and monthly meetings.
     5. The Consultant, without request of the additional compensation, shall attend construction site also outside normal working hours. The Client shall inform on the technical reasons of the visit.
     6. The Consultant shall carry out the corrections of design errors during the course of the construction works, without additional compensation. The Consultant undertakes to inform the Client in writing immediately about the discovery of any deviation from the design. The Consultant shall carry out the necessary DTD modifications and additional technical solutions with the approval of the Client and/or Affected party and/or NoBo and/or design expertise and/or building authority as applicable in a fastest possible manner and format, so that construction works could progress without or minimum delays. For instance, issue approved/signed modified DTD drawings with hand corrections or CAD standard format drawings (DWG and DGN etc.) and then within 2 weeks’ time respectively integrate in the BIM. The Consultant shall propose and agree the modification procedure with the Client, before start of the construction works. The files shall be provided to Client in editable formats (DWG, DGN, etc.).
     7. The Consultant shall carry out changes or corrections of the MD and/or DTD without additional compensation if the need arises due to mistake or nonconformity in the DTD or other fault or inaction of the Consultant. In such cases the Consultant ensures repeat technical assessment of the DTD, approvals in the state and municipal institutions, building authority (if needed) on its own expenses and without Agreement extension.
     8. The Consultant shall ensure conformity with the DTD during commissioning completed construction works within the scope of the Designer’s responsibility.
     9. The Consultant shall check building structures, technological and other equipment, construction products and materials compliance with the DTD and the Designer shall not to allow inappropriate building constructions, technological and other equipment, construction products and materials utilization if those don’t comply with the DTD. Consultant shall consult Client on current issues and, if necessary, provide additional instructions to deliver details.
     10. The Consultant shall check if the DTD and as-built documentation is up-to-date.
     11. Upon the request of the Client the Consultant shall arrive to the construction site as early as possible, but latest 48 hours after the request is received.
     12. The Contactor shall arrive to the construction site (or to respond to the request through the electronic communication means, if this is possible) within 24 hours if the need arises due to mistake or nonconformity in the DTD or other fault or inaction of the Consultant.
     13. The Consultant undertakes to provide the Services carefully, in the best interests of the Client and for the best benefit of the Client, to act during the Services on the level of generally recognized professional skills and to prevent damage to the Client.
     14. The Consultant undertakes to immediately inform the Client in writing in all substantial circumstances related to the provision of the Services, in particular those that may induce the Client to change the instructions given to the Client. Disclosure of performance difficulties shall not limit the Consultant’s liability arising from this Agreement.
     15. The Consultant undertakes to submit to the Client once per month written report on the content, volume, delivery time and with the provision of the Services.
     16. The Consultant shall return to the Client everything that has been received and created in during the period of provision of the Services, as well as what Designer has received from the Client and which he did not use for the provision of the Services. The Consultant is obliged to transfer the documents obtained or provided during provision of the Services to the Client within 30 (thirty) days after the necessity to work with the documents has expired.
2. Consultant’s team
   1. General requirements for Consultant’s team members
      1. The Consultant shall ensure the necessary availability of the following key-experts for implementation of the Design Services:

|  |  |
| --- | --- |
| **Key-expert** | **Main responsibilities** |
| Project manager | Management of design process at administrative level |
| Design manager | Management of design process at technical level; Certified in the relevant area of the Design Services in accordance with Country’s legislation. |
| Railway track designer | Technical solutions for railway tracks design; Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Structural designer | Technical solutions for the structural design;  Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Road designer | Technical solutions for the roads design;  Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Railway bridge designer | Technical solutions for the railway bridge design;  Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Road bridge / viaduct designer | Technical solutions for the road bridge / viaducts design;  Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Geotechnical expert | Geotechnical investigations;  Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Environment expert | Environmental aspects of technical solutions;  Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Tunnel expert | Technical solutions for the tunnel design;  Certified in the relevant area of the Design Services in accordance with Country’s legislation |
| Interface manager | Technical solutions for interfaces at the following levels:   * construction level; * railway subsystem level; * design section level; * Affected parties level; * construction organisation level;   other. |

* 1. Requirements for key-experts
     1. The Consultant shall ensure the involvement of the required key-experts:

|  |  |
| --- | --- |
| **Key-expert No. 1: Project manager** | |
| Project experience | experience as a Project manager in managing at least one completed railway design project, covering the following:  - design is completed within the previous 10 years (year 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018);  - 1435 mm gauge and TSI verified railway;  - design speed above 200 km/h; |
| Language level | English at least B2 Level**[[5]](#footnote-6)**. |
| **Key-expert No. 2: Design manager** (Chief design manager) | |
| Professional level | Following Country’s construction legislation authorised to design railway tracks. |
| Project experience | experience as a Design manager (lead designer) in at least one completed railway design covering the following:  - design is completed within the previous 10 years (year 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018);  - 1435 mm gauge and TSI verified railway;  - design speed above 200 km/h; |
| Language level | English at least B2 Level. |
| **Key-expert No. 3: Railway track designer** | |
| Professional level | Following Country’s construction legislation authorised to design railway tracks |
| Project experience | experience as Railway track designer in at least one completed railway design covering the following:  - design is completed within the previous 10 years (year 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018);  - 1435 mm gauge and TSI verified railway;  - design speed above 200 km/h; |
| Language level | English at least B2 Level. |
| **Key-expert No. 4: Construction designer (Structural designer)** | |
| Professional level | Following Country’s construction legislation authorised to design constructions and structures. |
| Project experience | experience as Construction designer in at least one completed construction design for public transport infrastructure project covering the following:  - within the previous 7 years (year 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018);  - value of the design contract is larger than 0.5 M Eur. |
| Language level | English at least B2 Level. |
| **Key-expert No. 5: Road designer** | |
| Professional level | Following Country’s construction legislation authorised to design roads |
| Project experience | experience as Road designer in at least one completed highway design project covering the following:  - design is completed within the previous 7 years (year 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018);  - value of the design contract is larger than 0.5 M Eur. |
| Language level | English at least B2 Level. |
| **Key-expert No. 6: Railway bridge designer** | |
| Professional level | Following Country’s construction legislation authorised to design railway bridges |
| Project experience | experience as Railway bridge designer in at least one completed railway bridge design, covering the following:  - design is completed within the previous 7 years (year 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018);  - 1435 mm gauge and TSI verified railway;  - design speed above 200 km/h; |
| Language level | English at least B2 Level. |
| **Key-expert No. 7: Road bridge / viaduct designer** | |
| Professional level | Following Country’s construction legislation authorised to design bridges |
| Project experience | experience as road bridge or viaduct designer in at least one completed road bridge or road viaduct design covering the following:  - design is completed within the previous 7 years (year 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018). |
| Language level | English at least B2 Level. |
| **Key-expert No. 8: Geotechnical expert** | |
| Professional level | Following Country’s construction legislation authorised (if required) to carry out geotechnical investigations |
| Project experience | experience as Geotechnical expert in at least one completed railway design project, covering the following:  - design is completed within the previous 7 years (year 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018).  - 1435 mm gauge and TSI verified railway;  - design speed above  200 km/h;  - at least 1 railway bridge, or 1 viaduct, or 1 railway tunnel. |
| Language level | English at least B2 Level. |
| **Key-expert No. 9: Environment expert** | |
| Project experience | Experience as Environment expert in at least one completed railway or road infrastructure development project covering Environmental Impact Assessment within the last 7 years (year 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018). |
| Language level | English at least B2 Level. |
| **Key-expert No. 10: Tunnel expert** | |
| Professional level | Following Country’s construction legislation authorised (if required) to design tunnels |
| Project experience | experience as Tunnel expert in at least one completed railway tunnel design project covering the following:  - design is completed within the previous 10 years (year 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 and 2018); |
| Language level | English at least B2 Level. |
| **Key-expert No. 11: Interface manager** | |
| Project experience | experience as a responsible for technical interface management in at least one railway design project completed within the previous 5 years (year 2013, 2014, 2015, 2016, 2017 and 2018). |
| Language level | English at least B2 Level. |

* 1. Approval process of key-experts
     1. The Consultant shall receive an approval from the Client on the proposed key-experts. The Client shall reject the proposed key-expert in case of non-compliance with minimal qualification requirements.
     2. If a certificate or/and other legal recognition document is required according to Country’s national legislation for an expert to carry out the Design Services, is not available before the Consultant submits the list of key-experts for the approval by the Client, the Consultant is required the following:
        1. to prove that such expert has submitted an application to receive a certificate;
        2. the Consultant shall ensure that such expert has necessary education and experience to fulfil Country’s national requirements to receive a certificate or/and other legal recognition document;
        3. the Consultant takes full responsibility for the risk if such expert would not receive a certificate due to Consultant’s fault or insufficient understanding of Country’s national regulations regarding certification procedures and this situation would delay the provision of the Design Services.
     3. The Consultant shall provide written and signed reference from a client proving key-expert’s required project experience. In case a certain reference is not available, the Consultant shall provide a self-signed declaration proving key-expert’s required project experience with client’s contact information.
  2. Certification requirements for key-experts
     1. The Consultant shall be responsible for ensuring that the proposed Key-experts would have necessary certificates or/and other legal recognition documents in accordance to the Country’s construction legislation.

* 1. Change procedure for the key-experts
     1. Only in exceptional cases key-experts included in the Agreement can be replaced. The Consultant has no right to change the key-expert without the approval of the Client. For each key-expert change, the Consultant shall obtain Client approval.
     2. The proposed key-expert’s qualifications must be equivalent or better than the replaced key-expert.
     3. The Client reserves the right to request the Consultant to replace a key-expert in case of any of the following reasons:
     4. repeated careless performance of duties;
     5. incompetence or negligence;
     6. non-fulfilment of obligations or duties stipulated in the Agreement;
     7. poor knowledge of English language (unsatisfactory presentation, writing skills in English);
     8. termination of employment relations with the Consultant (Sub Consultant);
     9. design rights no longer exist, or certificate expired during design;
     10. Failing of the Consultant to propose another key-expert with equivalent or better qualifications within 10 (ten) days, the Consultant is considered to be under Delay of obligations pursuant ot the Agreement.
     11. To change the key-expert, The Consultant shall submit a request with all documents necessary for the Client to make sure that the proposed key-expert satisfies the qualification requirements set for him.
     12. The Client shall approve or reject the replacement, by specifying the reasons for rejection, of a key-expert as soon as possible, but no later than within 10 (ten) days after the receipt of all information and documents necessary for a decision and approval in accordance with the provisions in this Agreement.
  2. Additional experts
     1. The Consultant shall ensure the participation of all the necessary additional experts, including certified/licensed experts in such a number to complete this project.
     2. The following non-exhaustive list of additional certified and licensed experts according to the Country’s legislation are required at least in this project:
        1. Special planning expert,
        2. Construction planning experts (in the related fields of expertise),
        3. Architect,
        4. Power networks designers for all types of voltage,
        5. Geospatial data experts (geodetical, land management and land cadastral surveying works),
        6. Road designer,
        7. Designers for different structure and building demolishing designs,
        8. Railway signalling expert/designers (including for rebuilding existing 1520 mm railway),
        9. Railway catenary expert/designer (including for rebuilding existing 1520 mm railway)
        10. Railway track designers (for rebuilding existing 1520 mm railway)
        11. Electronic communication systems and network designer (including for rebuilding existing 1520 mm railway)
        12. All certified/licensed designers/experts to reconstruct all Affected parties’ utilities (e.g. gas supply networks, heat supply networks, water supply networks, canalization networks, communication cables, drainage systems etc.)
        13. All certified/licensed experts in the related field of environment issue (e.g. mammal monitoring, species and habitat protection experts, noise expert etc.) assessment, investigations, monitoring and consultations as required in the environment requirements.
        14. Public relations coordinator,
        15. Stakeholder management coordinator,
        16. Cultural heritage expert,
        17. Deforestation expert (to prepare deforestation plans),
        18. Technical translators,
        19. Etc.
     3. The Consultant shall include additional experts in the Consultant’s team, if it is need for design or the Client request to include.
     4. The qualification of additional experts must comply with the requirements of the design area or related field and Country’s national legislation (if applicable). The Client does not place any additional qualification requirements for additional experts.
     5. The Consultant is responsible for the validity of the additional expert’s certificate or/and other legal recognition document (if applicable) and to ensure its validity during the design.
     6. No additional approval is required for the changing or the including of additional expert. The Consultant shall inform the Client about this within 5 (five) days in case of an additional expert exchange or include.

1. Quality assurance
   * 1. The Consultant must prepare and submit to the Client the Consultant’s Quality Assurance Plan. The Consultants is responsible for and shall guarantee that the investigation works and the Design Services are controlled at all aspects of the Project implementation, and compliance with standards and requirements is ensured. The Quality Assurance Plan shall be submitted to the Client within the scope of Inception report.
     2. The Quality Assurance plan shall include at least the following:
        1. Staff organization, resources and means;
        2. Management system and responsibility;
        3. Control organization and procedures;
        4. Design control and management;
        5. Calculation checks and documentation;
        6. Review procedures;
        7. Control of measurement and tests, and control of remedying of deficiencies;
        8. Control of suppliers and sub-Consultants;
        9. Document, designs, report register control (document management plan).
2. Annexes

|  |  |  |
| --- | --- | --- |
| DTD TS Annex No. 1 | Design guidelines |  |
| DTD TS Annex No. 2.1 | CPTD LV003  Riga airport (33,910km) – Misa (67,000km); |  |
| DTD TS Annex No. 2.2 | CPTD LV004  Upeslejas (3,500 km) - Riga central station (19,092km): |  |
| DTD TS Annex No. 2.3 | CPTD LV005  Tornakalns (Jelgavas street 21,630km) - Imanta (Riga airport 29,500 km) |  |
| DTD TS Annex No. 3.1 | “Detailed technical study and environmental impact assessment of the Latvian section of the European gauge railway line Rail Baltica” including railway alignment with the technical solutions of the detailed technical study or preliminary design. |  |
| DTD TS Annex No. 3.2 | Environmental impact assessment report (EIA) |  |
| DTD TS Annex No. 3.3 | Opinion No.5 of the Environment State Bureau (ESB) issued on 3 May 2016, the document is available in Latvian. |  |
| DTD TS Annex No. 3.4 | Monitoring program for the European gauge railway line Rail Baltica impact to the mammals |  |
| DTD TS Annex No. 3.5 | Monitoring interim report, A5 and C3 section feasibility study and specification of activity |  |
| DTD TS Annex No. 3.6 | Rail Baltica Study on Supply of Mineral Materials for Rail Baltica in Latvia |  |
| DTD TS Annex No. 3.7 | Implementation plan of environmental impact assessment conditions for Rail Baltica project in Latvia |  |
| DTD TS Annex No. 3.8 | EIA condititions implementation table |  |
| DTD TS Annex No. 3.9 | Technical expertise of the cut – and – cover railway tunnel |  |
| DTD TS Annex No. 3.10 | Torņakalna, Friča Brīvzemnieka and Altonovas streets viaducts’ inspection reports (prepared in 2010, 2015, and 2016). |  |
| DTD TS Annex No. 3.11 | Archaeological study - Route Section 4. “Ķivuļurga – “Jelgavas iela” |  |
| DTD TS Annex No. 3.12 | Study of potential electromagnetic impact on ATM/CNS systems of the SJSC “Latvijas Gaisa Satiksme” due to the Rail Baltica railway infrastructure project and further train operations, at Riga international airport. |  |
| DTD TS Annex No. 4 | Rail Baltica – Value Engineering methodology |  |
| DTD TS Annex No. 5 | Rail Baltica – Additional requirements for site investigations |  |
| DTD TS Annex No. 6 | Rail Baltica – Corresponding track layout of the design sections, extracted from the draft Operational Plan study |

*Due to the fact that the electronical documents are shared between the parties the list of the Annexes are stored in three (3) USB drives (one (1) for each party) as follows:*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **No** | **Document title** | **Date** | **Version No** | **Document reference No** | **Directory in USB drive (Folder name)** |
| 1 | DTD TS Annex No. 1  Design guidelines | December 18, 2018 | 0106 | RBDG-INF-001-0106 | [USB Drive]:/Annex No.1 |
| 2.1 | DTD TS Annex No. 2.1  CPTD LV003  Riga airport (33,910km) – Misa (67,000km); | August 27, 2018 | 2nd | N/A | [USB Drive]:/Annex No.2.1 |
| 2.2 | DTD TS Annex No. 2.2  CPTD LV004  Upeslejas (3,500 km) - Riga central station (19,092km): | August 28, 2018 | 2nd | N/A | [USB Drive]:/Annex No.2.2 |
| 2.3 | DTD TS Annex No. 2.3  CPTD LV005  Tornakalns (Jelgavas street 21,630km) - Imanta (Riga airport 29,500 km) | August 27, 2018 | 2nd | N/A | [USB Drive]:/Annex No.2.3 |
| 3.1 | DTD TS Annex No. 3.1    “Detailed technical study and environmental impact assessment of the Latvian section of the European gauge railway line Rail Baltica” including railway alignment with the technical solutions of the detailed technical study or preliminary design. | N/A | N/A | N/A | [USB Drive]:/Annex No.3.1 |
| 3.2 | DTD TS Annex No. 3.2    Environmental impact assessment report (EIA) | N/A | N/A | N/A | [USB Drive]:/Annex No.3.2 |
| 3.3 | DTD TS Annex No. 3.3    Opinion No.5 of the Environment State Bureau (ESB) issued on 3 May 2016, the document is available in Latvian. | May 3, 2016 | N/A | N/A | [USB Drive]:/Annex No.3.3 |
| 3.4 | DTD TS Annex No. 3.4    Monitoring program for the European gauge railway line Rail Baltica impact to the mammals | N/A | N/A | N/A | [USB Drive]:/Annex No.3.4 (link) |
| 3.5 | DTD TS Annex No. 3.5    Monitoring interim report, A5 and C3 section feasibility study and specification of activity | N/A | N/A | N/A | [USB Drive]:/Annex No.3.5 (link) |
| 3.6 | DTD TS Annex No. 3.6    Rail Baltica Study on Supply of Mineral Materials for Rail Baltica in Latvia | N/A | N/A | N/A | [USB Drive]:/Annex No.3.6 |
| 3.7 | DTD TS Annex No. 3.7    Implementation plan of environmental impact assessment conditions for Rail Baltica project in Latvia | N/A | N/A | N/A | [USB Drive]:/Annex No.3.7 |
| 3.8 | DTD TS Annex No. 3.8    EIA conditions implementation table | N/A | N/A | N/A | [USB Drive]:/Annex No.3.8 |
| 3.9 | DTD TS Annex No. 3.9    Technical expertise of the cut – and – cover railway tunnel | 20180918 | N/A | N/A | [USB Drive]:/Annex No.3.9. |
| 3.10 | DTD TS Annex No. 3.10    Torņakalna, Friča Brīvzemnieka and Altonovas streets viaducts’ inspection reports (prepared in 2010, 2015, and 2016). | 2010;  2015;  2016; | N/A | N/A | [USB Drive]:/Annex No.3.10. |
| 3.11 | DTD TS Annex No. 3.11    Archaeological study - Route Section 4. “Ķivuļurga – “Jelgavas iela” | 2018 | N/A | N/A | [USB Drive]:/Annex No.3.11. |
| 3.12 | DTD TS Annex No. 3.12    Study of potential electromagnetic impact on ATM/CNS systems of the SJSC “Latvijas Gaisa Satiksme” due to the Rail Baltica railway infrastructure project and further train operations, at Riga international airport. | 03/01/2018 | Rev. 1.0 | N°doc.: RT/2017/150 | [USB Drive]:/Annex No.3.12. |
| 4 | DTD TS Annex No. 4    Rail Baltica – Value Engineering methodology | October 30, 2018 | N/A | N/A | [USB Drive]:/Annex No.4 |
| 5 | DTD TS Annex No. 5  Rail Baltica – Additional requirements for site investigations | December 7, 2018.  (Amendment No.1.) | N/A | N/A | [USB Drive]:/Annex No.5 |
| 6 | DTD TS Annex No. 6    Rail Baltica – Corresponding track layout of the design sections, extracted from the draft Operational Plan study | December 7, 2018.  (Amendment No.1.) | N/A | N/A | [USB Drive]:/Annex No.6 |

Documents issued to the Party are the versions which were part of the Procurement documentation during the Procurement phase. These documents are inseparable part of the Agreement. In order to avoid any doubt, the Parties confirm that these documents were already downloaded by the Consultant during the Procurement phase, and thus they were shared to the Consultant in a correct and convenient order.

The information stipulated in section 8 of this document is handed-over to the Parties on a 3 (three) portable media devices – one for each Party.

USB drive is password protected. List of files – content of the USB drive and password is issued with the USB drive to each of the Party individually.

1. Client shall not be responsible for the availability and content of the information available online (except for [www.railbaltica.org](http://www.railbaltica.org) website). [↑](#footnote-ref-2)
2. Changes in Design Guidelines shall not be considered as changes of the Technical Specification. Therefore, no ammendments in Technical Specification shall arrise due to the the changes of Design Guidelines. [↑](#footnote-ref-3)
3. Client shall not be responsible for the availability and content of the information available online (except for [www.railbaltica.org](http://www.railbaltica.org) website). [↑](#footnote-ref-4)
4. Based on Preliminary design coordinates that might be changed to consolidate the coordinate system for the Rail Baltica Global project [↑](#footnote-ref-5)
5. Language skill level is based on Common European Framework of Reference for Languages (see <http://europass.cedefop.europa.eu/resources/european-language-levels-cefr>) [↑](#footnote-ref-6)