

AGREEMENT AMENDMENT NOTICE NO 6

Reg.No. 1.19/LV-2021-76-6

AGREEMENT AMENDMENTS NOTICE NO 6	
Regarding the Variation No 6	
AGREEMENT:	Engineering services for preparation, procurement and supervision of Rail Baltica Control-Command and Signalling subsystem deployment No 1.19/LV-2021-76 dated 18 January 2022
AGREEMENT PARTIES:	<ol style="list-style-type: none"> 1. RB Rail AS a joint-stock company duly incorporated and operating under the laws of the Republic of Latvia, registration number 40103845025, registered address: Satekles street 2B, Riga, LV-1050, Latvia (hereinafter – the Client), 2. A partnership consisting of: <ul style="list-style-type: none"> - SYSTRA, a company organized and existing under the laws of France having its registered office at 72-76, rue Henry Farman; 75015 Paris; France, registered with the Registrar of Paris under number 387 949 530 - ITALFERR S.P.A. Ferrovie dello Stato Italiane Group, a company with a sole shareholder subject to direction and coordination of Ferrovie dello Stato Italiane S.p.A., with registered office in Via Vito Giuseppe Galati no. 71, organized under the law of Italy, Fiscal Code N. 06770620588 - EGIS RAIL SA, a company organized and existing under the laws of France, having its registered office at 168-170, Avenue Thiers, 69006 Lyon, registered with the registrar of Lyon under number 968 502 559 represented by the Leader of the Joint Venture SYSTRA, represented for the purpose herein by [●], (hereinafter, the “Consultant”).
DESCRIPTION OF THE AMENDMENTS:	<ol style="list-style-type: none"> 1. The Parties have entered into Agreement “Engineering services for preparation, procurement and supervision of Rail Baltica Control-Command and Signalling subsystem deployment” No 1.19/LV-2021-76 dated 18 January 2022 (hereinafter – Agreement). 2. The Parties have agreed to conclude the Agreement Amendment Notice No 6 (hereinafter – Agreement Amendment Notice) in respect of: <ol style="list-style-type: none"> 2.1. Rescheduling the deadline of deliverable “Assistance in Works procurement process” within Service Package – 6 as set in Sub-Clause 4.1.5. (table 9) of Appendix 1 [Scope of Services] of the Agreement. 2.2. Split of payment for Service Package – 6 and deliverable “Assistance in Works procurement process”. 2.3. Additional scope of Services for the Phase 1 (Preparatory Phase):

	<p>2.3.1. Additional Services within Service Package – 6. Assistance to procurement, deliverable “Technical specifications for Works Contract” in line with the Agreement requirements, Annex 2 of this Agreement Amendment Notice [Technical task No 1] and agreed rescheduled deadline for deliverable “Technical Specification of Works Contract” under Service Package – 6, in the total amount of EUR 77 925,00 without VAT.</p> <p>For the avoidance of doubt, the Client has reviewed the Consultant’s Proposal No. CCS-SIE-RBR-2024-00038, dated 17 June 2024, and has approved the Additional Services in the amount of EUR 77 925,00, excluding VAT. The Parties have not agreed upon an amount of contractual penalty for delays related to the provision of Service Package – 6; therefore, any such contractual penalty shall be evaluated separately.</p> <p>2.3.2. Additional Services regarding the update of Technical specification for Works Contract in respect of phasing process in line with Agreement requirements and Annex 3 of this Agreement Amendment Notice [Technical task No 2] in the total amount of EUR 206 950,00 without VAT as per Consultant’s Proposal No. CCS-SIE-RBR-2024-00039, dated 09 September 2024.</p>
<p>AMENDMENT OF THE AGREEMENT:</p>	<p>The Agreement shall be amended as follows:</p> <ol style="list-style-type: none"> 1. The Parties agree to extension of Time for Service Package – 6 of Phase 1 (Preparatory Phase) and reschedule the deadlines as set in Sub-Clause 4.1.5. of Appendix 1 [Scope of Services]. The Sub-Clause 4.1.5. of Appendix 1 [Scope of Services] shall be introduced in a new wording as set forth in Annex 1 of this Agreement Amendment Notice. 2. The Parties agree to split the Fixed Fee for Service Package – 6 of Phase 1 (Preparatory Phase) in three (3) parts by separating and further split the payment for deliverable “Assistance in Works procurement process” as set forth in Annex 1 of this Agreement Amendment Notice. 3. The Sub-Clauses 1.2.1 and 5.2 of Appendix 3 [Remuneration and payment] of Agreement shall be amended by introducing a new wording as set forth in Annex 1 of this Agreement Amendment Notice. 4. The Parties agree that the Consultant shall provide to the Client Additional services within Service Package – 6. Assistance to procurement, deliverable “Technical specifications for Works Contract” for the Phase 1 (Preparatory phase) in accordance with the terms of Agreement and Annex 2 of this Agreement Amendment Notice [Technical task No 1].

5. The Parties agree that the total amount of the Additional services as set in Clause 2.3.1 of this Agreement Amendment Notice is **EUR 77 925,00** (seventy-seven thousand nine hundred twenty-five euros) without VAT and Additional services shall be delivered according to the rescheduled deadline for deliverable “Technical Specification of Works Contract” of Service Package – 6 as set in Sub-Clause 4.1.5. of Appendix 1 [Scope of Services].
6. As a result of Additional services for Service Package - 6 set in Clause 2.3.1 of this Agreement Amendments Notice, the Fee for Service Package – 6 has been agreed to increase by **EUR 77 925,00** and thus shall in aggregate be in the amount of **EUR 415 653,30** (four hundred fifteen thousand six hundred fifty-three euros and thirty cents) (without VAT).
7. The Parties agree that the Consultant shall provide to the Client Additional services of update of all procurement documents to align with the Phasing strategy (i.e.: phase 1: single track, phase 2: double track) for Phase 1 (Preparatory phase) in accordance with the terms of Agreement, Annex 3 of this Agreement Amendment Notice [Technical task No 2].
8. The Parties agree that the total amount of the Additional services as set in Clause 2.3.2 of this Agreement Amendment Notice is **EUR 206 950,00** (two hundred six thousand nine hundred fifty euros) without VAT. The Additional Services shall be provided as one - off services and paid after completion in accordance with the Sub-Clause 7.2.1. of Particular Conditions of the Agreement. The Additional services shall be delivered till 20 December 2024.
9. As a result of the Additional Services set in Clauses 2.3.1 and 2.3.2, the Agreement Price for Preparatory phase (Phase 1 services) set in the Clause 10 a) of Form of Agreement and Appendix 3 [Remuneration and Payment] has been agreed to increase by **EUR 284 875,00** without VAT and thus shall in aggregate be in the amount of **EUR 2 308 690,18** without VAT, thus the Clause 10 of Form of Agreement shall be amended and introduced in the new wording as set in Annex 1 of this Agreement Amendment Notice.
10. Technical tasks for Additional Services (Annex 2 and Annex 3 to this Agreement Amendment Notice) shall be added as annexes to the Appendix 1 [Scope of Services], thus becoming part of the existing Appendix 1 [Scope of Services] and do not replace it. All provisions and requirements included in the Appendix 1 [Scope of Services] of the Agreement are applicable to the Additional Services and deliverables included in the Agreement Amendment Notice, if not directly specified otherwise in Technical tasks for this Agreement Amendment Notice.
11. Other Agreement conditions which are not affected by this Agreement Amendment Notice shall remain unchanged.
12. This Agreement Amendment Notice is entered in English language.

	<p>13. This Agreement Amendment Notice is entered into and governed by and shall be construed and interpreted in accordance with the applicable laws as set-forth in the Agreement and any dispute regarding this notice shall be resolved pursuant to the Agreement conditions.</p> <p>14. This Agreement Amendment Notice shall be effective at the time of last electronic signature with time stamp.</p> <p>15. The Agreement Amendment Notice is signed by the duly authorized representatives of the Parties.</p> <p>16. By signing this Agreement Amendment Notice, the Consultant irrevocably certifies and confirms that this Agreement Amendment Notice and agreed changes in the Scope of Services and Remuneration has no other impact to the Agreement other than directly agreed in this Agreement Amendment Notice.</p> <p>17. The Consultant confirms that at the date of this Agreement Amendment Notice there are no circumstances in past or present arising out of this Agreement Amendments Notice and its Annexes related to the scope of this Amendment that entitle the Consultant to any claims or any additional requests for variations concerning compensation of costs or extra remuneration or concerning extension of Time for Completion.</p> <p>18. By signing this Agreement Amendment Notice the Client does not withdraw any claims and/or requests regarding contractual penalty application due to delays in delivery of the Services attributable to the Consultant that have occurred till signing this Agreement Amendment Notice.</p> <p>19. Upon signing this Agreement Amendments Notice Parties have fully settled all issues raised by the Consultant in respect to Variation request with the reference:</p> <p>19.1. No CCS-SIE-RBR-2024-00038, dated 17 June 2024 and all appendices thereto.</p> <p>19.2. No CCS-SIE-RBR-2024-00039, dated 09 September 2024 and all appendices thereto.</p>
<p>NOTES:</p>	<p>The Consultant's Representative having authority to execute this document shall sign it and return copy to the Client's Representative at the earliest convenience.</p>

Annexes:

1. Annex 1 to the Agreement Amendments Notice.
2. Annex 2 to the Agreement Amendments Notice – the Technical task No 1.
3. Annex 3 to the Agreement Amendments Notice – the Technical task No 2.
- 4.

On behalf of the Client:

[●]

On behalf of the Consultant:

[●]

*THIS DOCUMENT IS SIGNED ELECTRONICALLY WITH A SAFE ELECTRONIC SIGNATURE AND CONTAINS A TIME
STAMP*

*Annex 1 to the Agreement Amendment Notice No 6,
 Engineering services for preparation, procurement and
 supervision of Rail Baltica Control-Command and Signalling subsystem deployment,
 Agreement registration No 1.19/LV-2021-76*

1. The Parties agree to amend the Sub-Clause 4.1.5. of Appendix 1 [Scope of Services] of the Agreement in respect of new deadlines for Service Package – 6 and introduce Sub-Clause 4.1.5. of Appendix 1 [Scope of Services] in a new wording:

“4.1.5. Preparatory phase consists of the following Service Packages to be provided by the Consultant within indicated deadlines and deliverables:

Table 9. Service Packages in Preparatory phase.

Preparatory phase – Service Packages	Milestones [after CD]	Deadlines* [after CD]	Deliverables**
PrepPhase SP-1. Inception			
Inception report	18.02.2022	18.04.2022	Report
Draft CCS Deployment Management Plan	18.02.2022		Draft report
Draft LCC / MCA / Environmental impact Plan	18.02.2022		Report
CCS Engineer Mobilization plan	18.02.2022		Report
CCS Deployment Management Plan	18.04.2022		Report
PrepPhase SP-2. Initial data review			
Initial data collection list	01.02.2022	18.03.2022	List
Initial data (Including DG, Rail Baltica main line design, Local Facility design, Employers design concepts) review	18.03.2022		Report
PrepPhase SP-3. CCS Concept Design preparation			
System engineering plan	13.07.2022	31.12.2023	Report

Concept Design structure	09.05.2022		Report
Review of the draft Rail Baltica Operational Concept provided by Shadow Operator	15.11.2023		Draft report
Draft Concept Designs incl. LCC / MCA / Environmental impact report and draft CCS subsystems requirements specifications	15.10.2023		Draft report
Review and finalisation of the Rail Baltica Operational Concept provided by Shadow Operator	31.12.2023		Report
Proposal for civil works provisions for CCS subsystem in DTD and preparation of updates for DG	31.12.2023		Report
TSI CCS Concept Design and TSI CCS requirements specifications for submission for approval by the EU Agency for Railways	23.12.2022		Report
All Concept Designs incl. LCC / MCA / Environmental impact report and RAMS analysis	31.12.2023		Report
Requirements specifications for all systems of CCS subsystem according to scope definition in Chapter 2	30.12.2023		Report
PrePhase SP-4. Radio coverage Concept Design			
Collection of input data and assumptions	18.02.2022	18.09.2022	List
Approach on Radio coverage Concept Design	18.03.2022		Presentation
Draft radio coverage Concept Design report	18.05.2022		Draft Report
Final radio coverage Concept Design report	18.09.2022		Report

PrepPhase SP-5. CCS Deployment Strategy preparation			
Supplier market research	16.06.2022	31.10.2023	Report
CCS subsystem procurement strategy	09.08.2022		Report
CCS Deployment Strategy Draft	28.11.2022		Report
CCS Deployment Strategy including technical agreements	15.10.2023		Report
Verification and Validation plan	31.10.2023		Report
Elaboration of cost estimates for all systems of CCS subsystem and its deployment based on SP-3, SP-4, SP-5	31.01.2023		Report incl. Cost Breakdown structure
PrepPhase SP-6. Assistance to procurement*			
Draft technical part for the Regulations of the first stage of Works procurement	20.12.2022	04.04.2024	Report
Draft technical part for the Regulations of the second stage of Works procurement	31.07.2023		Report
Recommendations/review of Works Contract	29.12.2023		Report
Draft Technical Specifications for Works Contract	29.12.2023		Report
Technical Specifications for Works Contract	04.04.2024		Report
Support for supplier market consultation	N/A***	N/A***	N/A***
Assistance in Works procurement process	N/A***	N/A***	N/A***

**Milestones are the time when the indicated documents shall be approved by Employer. Deadlines indicated are contractual – it is recommended to submit draft deliverables one week beforehand, in order to have first feedback on deliverable from the Employer.*

***Full content deliverables shall be considered for the review by the Employer.*

****Deadlines after 31.12.2024 to be agreed with the Employer depending on the Works procurement process”.*

2. According to the Clause 2.3.1 of this Agreement Amendment Notice in respect of Additional Services, the Parties agree to increase and amend the fixed Fee for Service Package – 6 included in the Consultant’s proposal in Appendix 3 [Remuneration and Payment] of Agreement as follows:

Service Package (Preparatory Phase, Phase 1 Services)	Fixed Fee signed under Agreement Amendment Notice No 2	Total revised amount of Fixed Fee under Agreement Amendment No 6
Service Package - 6	EUR 337 728,30 (without VAT)	EUR 415 653,30 (without VAT)

3. According to the Clauses 2.3.1 and 2.3.2 of this Agreement Amendment Notice, the Parties agree to amend Clause 10 of Form of Agreement and introduce in a new wording:

“10. The Agreement Price for performance of all Services under the Agreement is **EUR 33 173 555,50** (thirty-three million one hundred seventy-three thousand five hundred fifty-five euros and fifty cents) (excluding VAT), which consists of the following:

- a. **Preparatory phase** (Phase I services) – **EUR 2 308 690,18 (excluding VAT);**
- b. **Works implementation phase** (Phase II services) – **EUR 27 927 514,00 (excluding VAT);**
- c. **The Client’s Reserve** - **EUR 2 937 351,32 (excluding VAT)."**

4. The Parties agree to amend the Sub-Clause 1.2.1 of Appendix 3 [Remuneration and payment] and introduce in the following new wording:

“1.2.1. Section “Preparatory phase” reflects fixed lump sum payable by the Client to the Consultant for fully and properly provided Phase 1 Services (Total Phase 1 Price). Total Phase 1 Price is further divided in **8 (eight)** fixed fees corresponding to and to be payable for 6 (six) Service Packages (as defined and described under Appendix 1 [Scope of Services]) to be provided by the Consultant to the Client under the Agreement as Phase 1 Services.”

5. The Parties agree to amend the Sub-Clause 5.2 of Appendix 3 [Remuneration and payment] of the Agreement introduce Sub-Clause 5.2 of Appendix 3 [Remuneration and payment] in a new wording:

“5.2. Each of **8 (eight)** payments for Phase 1 Services shall be made after the Client has received and accepted all deliverables under the relevant Service Package of Phase 1 Services pursuant to the procedure provided in the Agreement.”

6. According to the Clause 2 of this Agreement Amendment Notice regarding the split of payment of Service Package – 6 and Clause 6 in respect of increase of fixed Fee for Service Package – 6 due to Additional services, the Parties hereby agree that the Fee for Service Package – 6 “PrepPhase SP-6. Assistance to procurement” shall be further split in three (3) parts as follows:

Preparatory phase – Service Packages	Milestones [after CD]	Deadlines* [after CD]	Deliverables**	Value of Services EUR without VAT in accordance	

				with Agreement Amendment No 6	Evidence / Documentation for payment
PrepPhase SP-6. Assistance to procurement*					
Draft technical part for the Regulations of the first stage of Works procurement	20.12.2022	04.04.2024	Report	367 358,16	Deed and the Consultant's invoice
Draft technical part for the Regulations of the second stage of Works procurement	31.07.2023		Report		
Recommendations/review of Works Contract	29.12.2023		Report		
Draft Technical Specifications for Works Contract	29.12.2023		Report		
Technical Specifications for Works Contract	04.04.2024		Report		
Support for supplier market consultation	N/A***	N/A***	N/A***		
Assistance in Works procurement process	N/A***	N/A***	N/A***	24 147,57	Deed and the Consultant's invoice
				24 147,57	Deed and the Consultant's invoice

7. Pursuant to Clause 2 of this Agreement Amendment Notice regarding the split of payment for deliverable "Assistance in Works procurement process" under Service Package – 6, Sub-Clause 4.7.3.4 of Appendix 1 [Scope of Services], the Parties agree that the payment shall be split as follows:

No	Preparatory phase – Service Packages	Value of services EUR without VAT	Evidence / Documentation for payment
	PrepPhase SP-6. Assistance to procurement* - deliverable „Assistance in Works procurement process“		
a.	Providing assistance in preparation of the answers to received questions during procurement process	EUR 24 147,57	Deed and the Consultant's invoice
b.	Providing assistance in the supplier meetings		

f.	CCS Engineer shall provide assistance in to procure particular technology separately during Preparatory Phase defined in CCS Strategy study.		
d.	Providing assistance in evaluation of the applications and proposals and providing recommendations	EUR 24 147,57	Deed and the Consultant's invoice
e.	Providing and assistance in procurement claims resolution process		
c.	Providing assistance in the negotiation process		

8. Other Agreement conditions which are not affected by this Annex 1 to this Agreement Amendments Notice shall remain unchanged and the Consultant shall fully comply with the requirements set in Agreement.

On behalf of the Client:

[●]

On behalf of the Consultant:

[●]

*Annex 2 to the Agreement Amendment Notice No 6,
Engineering services for preparation, procurement and
supervision of Rail Baltica Control-Command and Signalling subsystem deployment,
Agreement registration No 1.19/LV-2021-76*

Technical task No 1

SUBJECT: Update of technical specifications

Additional services according to Consultant's services proposal dated 17 June 2024 (Ref.No RB-N/REF: CCS-SIE-RBR-2024-00038)

Review and update of technical specifications for CCS procurement included following deliverables:

- Update of NTPS technical specification in line with the updated solution for NTPS Power supply sources after review and alignment with Implementing Bodies;
- Analysis of possibility to reuse the existing LTGI TMS in Lithuania, including analysis report, 3 workshops with LTGI experts and update of the Scope of Works and TMS technical specification.
- Update of requirements on the operational sections and testing sections in line with the input provided by RB Rail planning team, update of respective parts of the Scope of Works;
- Update of NTPS technical specification with requirements on the turnout lighting.

*Annex 3 to the Agreement Amendment Notice No 6,
Engineering services for preparation, procurement and
supervision of Rail Baltica Control-Command and Signalling subsystem deployment,
Agreement registration No 1.19/LV-2021-76*

Technical task No 2

SUBJECT: Update of all procurement documents to align with the Phasing strategy (i.e.: phase 1: single track, phase 2 : double track)

Additional services according to Consultant's services proposal dated 06 September 2024 (Ref.No RB-N/REF: CCS-SIE-RBR-2024-00039)

Scope of review and update of all procurement documents according to Rail Baltica phasing requirements shall include the following activities:

- Detailed analysis of the CCS Scope of work for the 1st phase per each System (including meetings, clarification, etc.), namely:
 - o Detailed analysis of RB track layouts for 1st phase, full scope and future conceptual development of the infrastructure and analyse the impact on the scope of works for all CCS systems to be procured for the 1st phase and full scope to ensure the most optimal upgrade of the infrastructure.
 - o At least two scenarios for RB phased implementation shall be analysed and one of them recommended for implementation:
 - Phasing optimised from long-term cost perspective to ease the later upgrade of the CCS subsystem in the full scope phase.
 - Phasing optimised to reduce the 1st phase cost.
 - o Identification of options to reduce the costs for the 1st phase CCS systems by introducing the staged approach for implementation of systems, i.e.:
 - Introduction of lower system versions in 1st phase, e.g. planning upgrade from ERTMS B3 (first phase) to ERTMS B4 (full scope).
 - Reducing RBR CCS subsystem scope to reduce the uncertainty for the first phase implementation.
- Analysis of the impact on the Technical specifications and other related procurement documents due to the split in 2 phases. Analysis shall include:
 - o Review of all procurement documentation and CCS systems technical specifications and proposing the updates to reflect the recommended scenario phased implementation.
 - o Review of the RBR Cyber security strategy.
 - o Alignment of the planned updates with RB Rail in a workshop.
- Update of the technical specifications and other related procurement documents

Deliverables:

- Report on detailed analysis of the CCS Scope of work for the 1st phase per each System addressing topics described above;
- Updated technical specifications and other related procurement documents for the negotiation phase.