PUBLIC TENDER

ARCHITECTURAL DESIGN COMPETITION FOR THE RABA-LAI BRIDGE IN PÄRNU

REFERENCE NO. 217156

TENDER DOCUMENTS (COMPETITION MANUAL)

Type of procedure: open design competition

Contracting Entity: Pärnu City Government

Address: Suur-Sepa 16, 80098 Pärnu linn, Pärnu linn

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1. General information about design competition

1.1. Title of design competition

"Architectural design competition for the Raba-Lai bridge in Pärnu"

(hereinafter also referred to as Competition)

Reference number of public tender: 217156

1.2. Type of public contract: services

1.3. Type of procedure: open design competition

1.4. Contracting Entity:

Pärnu City Government, registration number 75000064 Suur-Sepa 16, 80098 Pärnu

Telephone: +372 444 8200, e-mail: linnavalitsus@parnu.ee

1.5. Co-organiser of design competition

The Estonian Association of Architects, registration number 80053223, address Põhja pst 27A, 10415 Tallinn, Estonia (hereinafter **co-organiser**), represented by Ingrid Mald, tel. + 372 511 0571, e-mail: info@arhliit.ee, web site: www.arhliit.ee

1.6. Organiser of design competition

Planning Department of the Pärnu City Government, Suur-Sepa 16 80098 Pärnu

Telephone: +372 444 8330, e-mail: planeerimine@parnu.ee

1.7. Person responsible for design competition

Janno Poopuu – Urban Design Specialist

Telephone: +372 444 8346, e-mail: janno.poopuu@parnu.ee

1.8. Contact person of Contracting Entity

Eve Kukk - Chief Specialist for Public Procurement, City Office

Telephone: +372 444 8312, e-mail: eve.kukk@parnu.ee

1.9. Objective of design competition

The objective of the design competition is to determine the best architectural solution for the bridge connecting Raba Street and Lai Street in Pärnu as well as for traffic arrangements related to the bridge corridor, and award a public contract for services to the winner of the competition based on its design solution (§128 (1)(1) of the Public Procurement Act (PPA)) - following the implementation of a negotiated procedure without prior publication (PPA § 49 (6)) (estimated cost EUR 300,000 excluding VAT). The approximate period for completing the designs would be from Q3 2020 to Q2 2021.

1.10. Description of design competition

The design competition is a public, anonymous, one-stage competition with keyword identification.

1.11. Address/location of item subject to design competition

The area to be designed includes the following properties: Lai Street 24 (62510:131:4350), Lai Street 26 (62510:131:9611), riverside path on the right bank L4 (62507:018:0002), Raba Street T2 (62507:018:0001), Rääma Street 23 (62507:018:3540).

The Contracting Entity advises the participants to inspect the said location before submitting their design solutions.

Inspection of the location is not subject to the Contracting Entity's approval.

1.12. Common Procurement Vocabulary (CPV) codes:

71240000-2 – Architectural, engineering and planning services

71400000-2 – Urban planning and landscape architectural services

1.13. Division of public tender

The public tender is not divided into lots, because it concerns a complete architectural solution that cannot be feasibly divided into separate parts. The purpose is to obtain a complete idea and vision.

1.14. Qualification Committee

In order to verify the absence of the grounds for exclusion regarding participants as well as conformity to the selection criteria the and acceptability of design solutions, the Pärnu City Government issued Order No. 779 of 2 December 2019 to set up a Qualification Committee (hereinafter Committee).

1.15. Evaluation Committee (the Jury)

In order to verify conformity of the design solutions to the Terms of Reference and evaluate the solutions, the Pärnu City Government issued Order No. 779 of 2 December 2019 to set up an Evaluation Committee (the Jury).

The Jury may obtain expert opinions about the design solutions from independent experts. The decision about the involvement of experts shall be made by the Jury. The respective decision of the Jury shall be passed if more than half of the

Jury members vote in favour of involving an expert. The decision to involve an expert shall be recorded in the minutes of the Jury meeting. The minutes shall be signed by the chairman and minutes secretary of the Jury. The Jury may use electronic voting to make decisions about involving an expert.

1.16. Overall schedule of design competition

- 1.16.1. The design competition starts with the publication of the Design Competition Notice in the Public Procurement Register. The Competition Notice and documents procurement documents and the Terms of Reference are published in the Public Procurement Register (also referred to as e-RHR). Annexes to the Terms of Reference are available at: http://server.parnu.ee/riigihanked/voistlused/raba lai sild/
- 1.16.2. The final date for submitting questions regarding the Terms of Reference and the architectural solution of the design is **26 February 2020.**
- 1.16.3. The final date for submitting questions regarding the documents of the Competition is **3** March 2020.
- 1.16.4. The deadline for submitting design solutions to the design competition is at **4 p.m. on 10** March 2020.
- 1.16.5. The results will be announced no later than during Week 17 of 2020.

2. Participation in design competition

- 2.1. The Contracting Entity invites interested persons to participate in the Competition in accordance with the terms and conditions specified in the Design Competition Notice of the "Architectural design competition for the Raba-Lai bridge in Pärnu" and in this Competition Manual (including annexes) (hereinafter **Manual**).
- 2.2. The Competition is open to all business operators established in Estonia, in another Member State of the European Union, in another contracting state of the European Economic Area or in a country that has joined the Government Procurement Agreement of the World Trade Organization, as well as to any consortia (joint participants) consisting of such operators.
- 2.3. A participant or a joint participant in the design competition may not involve the persons listed in this paragraph in the development of the design solution, and those persons may not be managers or owners of the participants, nor have entered into an employment contract with the participants:
- 2.3.1. The chairman, members and experts of the Jury, and members of the qualification committee;
- 2.3.2. The authors of the Design Competition Notice or of any other documents of the design competition who have a clear advantage due to being involved in the preparation and organisation of the Competition and/or who might influence the decisions of the Jury;
- 2.3.3. Persons with close personal connections to the chairman, members or experts of the Jury (spouses, living partners, direct ascendants and descendants, sisters, brothers);

- 2.3.4. Business partners associated with the chairman, members or experts of the Jury who are partners or shareholders in the same companies engaged in design or planning, or who are their colleagues in a professional relationship of subordination.
- 2.4. In order to participate in the Competition, receive notifications and submit questions, a participant is required to register for the procurement in the electronic procurement portal at www.riigihanked.riik.ee. The procurement procedure will be conducted in the electronic procurement portal.
- 2.5. The Contracting Entity asks the participants to give notice of any inaccuracy, ambiguity or discrepancy in the Notice or procurement documents as soon as it is identified. After submissions are made, the Contracting Entity and the co-organiser will not accept any complaints or ancillary claims, incl. financial claims, from any participant relying on unforeseeable circumstance, lack of information, a diverging interpretation or any other ground. 2.6. Responses shall be transmitted to all participants within three working days from the receipt of a respective written request. The Contracting Entity assumes no responsibility for technical functioning of the Public Procurement Register or the associated means of communication.

3. Documents of design competition

- 3.1. The design competition is organised in accordance with the Public Procurement Act and relevant subordinate acts, the Design Competition Notice and the documents of the Competition, incl. the Terms of Reference.
- 3.2. For the purposes of resolving any problems or questions related to the design competition, the documents have the following order of priority:
- 3.2.1. Public Procurement Act;
- 3.2.2. Design Competition Notice;
- 3.2.3. Tender documents;
- 3.2.4. Clarifications issued by the Contracting Entity in the course of the Competition;
- 3.2.5. Terms of Reference;
- 3.2.6. Other guidelines, including "Rules for Architectural Competitions in the European Union" by the Architects' Council of Europe and the "Instructions for Estonian Architectural Competitions" by the Estonian Association of Architects.
- 3.2.7. All documents shall be complementary. All obligations, conditions and requirements specified in any of the documents shall be mandatory. In case of a conflict between documents or a possibility of different interpretations (e.g., discrepancy between conditions), the stricter conditions shall prevail. If any conditions include special provisions, the special provisions shall have a higher priority over standard provisions.

4. Grounds for exclusion of participants, and qualification criteria

4.1. Grounds for exclusion of participants

The Contracting Entity shall exclude any participant that is subject to any of the grounds of exclusion specified in §95 (1) of the PPA. The Contracting Entity may exclude any participant that is subject to any of the grounds of exclusion specified in §95 (4) of the PPA.

The participants shall declare the absence of the aforementioned grounds in a Single Procurement Document.

The Contracting Entity shall verify the applicability of any of the grounds for exclusion via e-RHR.

If a participant is not an Estonian resident or their data are not freely available in a database, they shall submit a certificate of a competent authority of the country where they are established regarding the absence of the circumstances specified in §95 of the PPA (§96 (2)(1)-(2) of the PPA).

If the tenderer relies on the resources of another person when proving compliance with the qualification criteria, the tenderer shall submit the Single Procurement Document of that other person. The grounds for exclusion specified in §95 of the PPA may not exist regarding the other person. The Single Procurement Document of the other person shall be signed by a duly authorised representative of the other person (§103 (5) of the PPA).

4.2. Commercial registration of business operator

Registration of the participant in the Commercial Register or in an equivalent register in their country of establishment shall be mandatory.

The Contracting Entity shall verify the participants' commercial registration status via e-RHR. If a participant is not established in Estonia, their admission to the Competition shall be subject to submission of relevant evidence of registration in a commercial or other appropriate register in their country of establishment (§99 of the PPA).

4.3. Criteria for qualification of participants

- 4.3.1. A participant's design shall be created by an architect and a civil engineer who have been accordingly certified as a professional architect or civil engineer for the purposes of the Professions Act or a relevant regulation of a Member State of the European Union, a contracting state of the European Economic Area or a country that has joined the Government Procurement Agreement of the World Trade Organization.
- 4.3.1.1. Architects who are Estonian residents shall have at least level 7 professional qualifications of a chartered architect.
- 4.3.1.2. Civil engineers who are Estonian residents shall have at least level 8 professional qualifications of a chartered civil engineer.

A participant shall specify the details of persons responsible (name and qualifications of person responsible, number and date of issue of the certificate, name of the issuer) in the Single Procurement Document.

The Contracting Entity shall verify the professional qualifications of the architect and the civil engineer on the website of the Estonian Qualifications Authority: www.kutsekoda.ee
A participant not established in Estonia shall submit relevant evidence as proof of the architect's and civil engineer's education and profession or certify formal qualifications acquired in a contracting state of the European Economic Area or in the Swiss Confederation based on evidence of qualifications as specified in Article 49 and Annex VI of Directive 2005/36/EC of the European Parliament and of the Council on the recognition of professional qualifications (OJ L 255, 30.09.2005 p. 22-142).

4.3.2. A joint participant may rely on the qualifications of another joint participant when proving that their technical and professional qualifications meet the qualification criteria, if this is feasible based on the nature of the respective criterion.

5. Content, structure and format of tenders

In order to participate in the design competition, an interested person shall submit a tender consisting of qualification documents, any documents required in the conformity criteria, and a design solution.

- **5.1. Structure and content of qualification and conformity documents** /to be submitted via the Public Procurement Register/
- 5.1.1. A Single Procurement Document.
- 5.1.2. Declarations of the participant (Form 1, Annex 1 to the Manual).
- 5.1.3. Power of attorney of the participant's representative, based on Form 2 of Annex 1 to the Manual, if the application for participation is not submitted by a legal representative entered on the participant's registry card. The power of attorney must be valid for at least 12 months from the date of submission of the application for participation (where necessary).

- 5.1.4. A power of attorney on Form 3 of Annex 1 to the Manual in case of joint participants (where necessary).
- 5.1.5. Participants will submit a 3D visual from a direction that best represents their design concept.
- 5.1.6. Participants may submit their design solutions as part of documents supporting conformity with the criteria in the Public Procurement Register.

5.2. Content and structure of design solution

5.2.1. Scope of design solution

The scope of a submitted design solution shall include:

- **5.2.1.1. Drawings** graphic materials (drawings, outlines, visuals, etc.) shall be submitted on plotting sheets with a rigid base, preferably in size A1.
- 5.2.1.1.1. Plan of the contact zone on a scale of 1:1000
- 5.2.1.1.2. Plan of the bridge on a scale of 1:500
- 5.2.1.1.3. Side view of the bridge on a scale of 1:500
- 5.2.1.1.4. Cross-sections of the bridge (at least 2) on a scale of 1:100
- 5.2.1.1.5. Plans of bridge ends (indicate traffic concept and parking solution, landscaping concept, including vegetation, minor elements, lighting, pavement solutions, etc.) on a scale of 1:100 and where necessary drawings of elements like barriers, posts and the like
- 5.2.1.1.6. Schemes that outline the functioning of the bridge and interconnections with urban design on a freely chosen scale.
- 5.2.1.1.7. 3D visuals (3 to 6 visuals from directions that best represent the design concept, including night view and long-distance view from Central bridge)
- **5.2.1.2.** Letter of explanation to be submitted on bound sheets in size A4.
- 5.2.1.2.1. Overall concept of design solution
- 5.2.1.2.2. Description of urban design and planning solution, incl. traffic scheme, landscaping, public space
- 5.2.1.2.3. Description of architectural solution, incl. functional operation of the bridge, lighting solution, rainwater channelling
- 5.2.1.2.4. Description of the structural solution, construction and finishing materials
- 5.2.1.2.5. Main technical indicators
- **5.2.1.3. Sealed and non-transparent envelope** that contains a **name card** (Form 4 of Annex 1 to the Manual) with the participant's keyword.
- 5.2.1.4. Any graphic materials, drawings and the letter of explanation shall be submitted as electronic printable jpg and/or pdf files.

5.3. Formal requirements to tenders

- 5.3.1. The language of the design competition shall be Estonian. All materials submitted by the participants to the design competition shall be in the Estonian language. Documents in a foreign language shall be accompanied by an Estonian translation. In case of any discrepancies between different language versions the Estonian version shall prevail.
- 5.3.2. All parts of the tender shall be marked with the keyword specified in the qualification documents (use of an emblem, a logo or an alphanumeric string is not permitted). The same requirement applies to electronically submitted files (participants should delete/clear identification fields under file parameters).
- 5.3.3. The design solution shall be enclosed in a sealed monochrome package without any distinguishing external markings or special signs, with the following information written on the outside of the package:
- 5.3.3.1. Name of the design competition: "Pärnu Raba-Lai tänava silla arhitektuurivõistlus" ("Architectural design competition for the Raba-Lai bridge in Pärnu")
- 5.3.3.2. Public procurement reference number 217156

5.3.3. Keyword of the participant

5.3.3.4. Do not open before 4 p.m. on 10 March 2020 [due date for the submission of entries to the design competition].

6. Submission of tenders

6.1. Tenders shall be submitted before 4 p.m. on 10 March 2020.

- 6.1.1. The respective qualification and conformity documents of the tender shall be submitted before that deadline via e-RHR. 6.1.2. The packages containing the design competition entries shall be brought before the aforementioned deadline to the **Pärnu City Government at Suur-Sepa 16, Pärnu**, or delivered by mail or a courier at the sender's own risk.
- 6.2. Upon receiving a package with a design solution, the recipient shall write on the package the sequential number of the package in the order of receipt, the date and time of receipt and their signature and, at the request of the person delivering the package, shall issue a certificate of receipt with the same information. Any design solutions submitted or received after the deadline shall not be accepted or opened and shall be returned.
- 6.3. The number of competition entries from each qualifying participant or joint participants is not limited, but no entry should be a further development of another submitted design, i.e., each entry should constitute a separate idea. If participants or joint participants intend to submit several design solutions, they should submit the designs in separate packages and mark them with different keywords to ensure anonymity.
- 6.4. The Contracting Entity shall not be liable for any customs procedures or payment of any customs duties, and shall not accept responsibility for any related consequences, incl. late submission of a design solution.
- 6.5. The Contracting Entity shall not be liable for any delays, errors or disruptions caused in e-RHR

by circumstances beyond the control of the Contracting Entity, such as force majeure, power failure,

disruption in telephony or internet networks of the tenderer or the Contracting Entity, or failure of any other electronic equipment or tool, including software. The Contracting Entity shall not be liable for any damage or loss of income caused by the use or non-use of e-RHR.

7. Opening of tenders

- 7.1. Tenders shall be opened in e-RHR at 4 p.m. on 10 March 2020.
- 7.2. The Committee will open the packages in the course of Week 11 of 2020. No other person may be present at the opening of the packages.
- 7.3. The Committee shall prepare a report on the opening of tenders, detailing the keywords, the sequential numbers corresponding to the order in which the tenders were received, the dates and times and, if relevant, a decision to return the tender in case of respective circumstances.
- 7.4. The report on the opening of tenders shall be published in the Public Procurement Register within three working days.

8. Verification of the absence of the grounds for exclusion, qualifications, and conformity of the tenders

- 8.1. The Committee shall verify the absence of the grounds for exclusion of participants and conformity to the qualification criteria specified in the Design Competition Notice and make respective proposals to the Contracting Entity.
- 8.2. Following a proposal from the Committee the Contracting Entity shall qualify a participant if all listed criteria concerning exclusion and qualification are met and all required documents are submitted, and the Committee has verified the qualifications of the participant and has found that the participant conforms to the requirements specified in the Notice and in the Manual. The

Contracting Entity shall exclude any participant who is subject to any of the grounds of exclusion or decline to qualify any participant who does not meet the qualification criteria.

- 8.3. Only participants conforming to the qualification criteria, without any grounds for exclusion from the procedure, shall be admitted to further evaluation.
- 8.4. The Committee shall open the design solution packages of qualified participants and shall verify conformity of the submitted tenders to the criteria specified in clause 5.2.1 of the Manual, and make a proposal to the Contracting Entity on declaring tenders suitable or rejecting them. Based on the Committee's proposal the Contracting Entity may declare a tender suitable if it does not contain any material deviations from the specified criteria. The Committee shall not analyse the content of design solutions.
- 8.5. Based on the Committee's proposal the Contracting Entity shall not declare a design solution suitable if:
- 8.5.1. The participant has not observed the requirement of anonymity in the marking of the package
- 8.5.2. The design solution does not conform to the specified criteria
- 8.6. A written notice on excluding, qualifying or rejecting a participant and on the decision regarding conformity or non-conformity of the tender shall be submitted to the participants within three working days from the date of the respective decision.
- 8.7. A participant with a non-conforming tender shall be excluded from the further procedures of the design competition.
- 8.8. Members of the Committee shall ensure that all participants remain anonymous before the Contracting Entity, the Jury and any other persons until the opening of the name card envelopes with keywords, unless required otherwise by law.

9. Evaluation of design solutions, evaluation criteria, publication of results

9.1. The Jury shall only evaluate design solutions that were submitted by qualified participants and were declared as suitable.

Based on the evaluation criteria, evaluation will result in a ranking order of the design solutions.

- 9.2. The following evaluation criteria shall be used to identify the award winners:
- 9.2.1. Integrity of urban space and planning, and compatibility with the existing environment, including novelty and modernity of architectural solution
- 9.2.2. Architectural quality, functionality and conformity to the Terms of Reference
- 9.2.3. Quality of engineering solution
- 9.2.4. Practicability and feasibility of design solution in terms of structural efficiency and usability
- 9.3. The Jury shall hold group discussions to reach and formalise a unanimous decision. Failing unanimity, the winners shall be determined by voting.
- 9.4. The Jury may use the Contracting Entity to submit any relevant clarifying questions to the participants via e-RHR. The questions and responses shall be entered in the minutes of the Jury meeting (§130 (6) of the PPA). The Qualification Committee shall ensure that all participants and design solutions remain anonymous before the Jury during the questions and answers procedure with answers provided to the Jury distinguished by means of keywords only.
- 9.5. The work of the Jury shall be completed with the identification of award winners in a unanimous decision or in a vote and recording of the decision in the final report.
- 9.6. The final report of the Jury's decision regarding the award winners in the design competition shall be filed in e-RHR, with keywords, within three working days from the decision.
- 9.7. The Competition shall end with the opening of the name card envelopes bearing the keywords of awarded designs and with the disclosure of the authors of the designs in a public meeting. The location and time of the public meeting shall be announced on the Contracting Entity's website at www.parnu.ee and in the Public Procurement Register.

10. Amount and distribution of prize fund and payment of prizes

- 10.1. The Contracting Entity shall award up to three prizes and two consolation prizes. The prize fund of the design competition totals EUR 32,000 (thirty-two thousand euros).
- 10.2. The prize fund shall be distributed as follows:
- 10.2.1. EUR 12,000 for the winner of the design competition
- 10.2.2. EUR 8,000 for the second place
- 10.2.3. EUR 6,000 for the third place
- 10.2.4. Two consolation prizes of EUR 3,000 each
- 10.3. The Contracting Entity shall pay the prize amounts within one month from the disclosure of the design competition keywords by making a transfer to the current account(s) of the persons specified on the respective name card or to the current account of an authorised representative of the participant / joint participants. The prizes paid by the Contracting Entity shall be subject to taxation according to Estonian laws.
- 10.4. The Contracting Authority or the Jury may not change the prize amounts. If two or more designs are clearly equal,

the Jury may, as an exception, redistribute the specified prize amounts by giving equal prizes to all such designs,

whereas the value of each prize shall be the arithmetic mean of the redistributed prize money. 10.5. The winner's prize shall not be awarded if, based on the Jury's suggestion, the Contracting Entity declares that the Competition has failed. If the number of designs evaluated in the Competition is equal or less than the number of all prizes plus three, the Contracting Entity may choose not to award some of the prizes, based on the Jury's suggestion.

11. Actions following design competition

- 11.1. After identification of the winner of the design competition, the Contracting Entity shall invite the winner in a negotiated procedure without prior publication (§49 (6) of the PPA) in order to award a public contract for the design work. If the winner of the design competition refuses to participate in said negotiated procedure without prior publication or to enter into a public contract or does not accept the terms and conditions of the public contract (incl. the price of the public contract), the Contracting Entity shall invite the second-best participant in the Competition in the negotiated procedure without prior publication.
- 11.2. The estimated reference price of the design contract, to be concluded in the negotiated procedure without prior publication, is 40 euros per square metre of the designed bridge and 4 euros per square metre of the street network connected with the bridge corridor. This price should include all relevant expenses (incl. service and approval fees of utility network operators), preparatory work (incl. obtaining technical specifications from utility network operators) and surveys (incl. geodetic, geological, noise, dendrology), preparation of construction design documents according to EVS 932:2017, and designer supervision. The reference price does not include connection fees charged by utility network operators, the reserve margin of the Contracting Entity, state fees and value-added tax.
- 11.3. The Contracting Entity has the right not to award a public contract for design works, thereby cancelling the implementation of the prize-winning design, if the participant does not accept the terms and conditions of the public contract for design works or if awarding the contract would not be possible due to the financial situation of the Contracting Entity, incompatibility of the design with the Contracting Entity's development plans, amendment of the Contracting Entity's development or investment plans, or any other circumstances beyond the control of the Contracting Entity. Under those circumstances, the Contracting Entity may waive the negotiated procedure without prior publication.

12. Copyright

- 12.1. The ownership of the design solutions that won a prize or a consolation prize, as well as any economic copyrights (except the right to implementation), shall transfer to the Contracting Entity after payment of prizes and/or consolation prizes. The ownership of the design solutions that did not win a prize, as well as copyrights to all submitted design solutions, shall be retained by their respective authors.
- 12.2. The Contracting Entity shall have the right to use the submitted design solutions for the purposes of promoting the design competition. The Contracting Entity may reproduce the design solutions in the media and make them available to the public online. The authors of the design solutions shall consent to the publication and exhibition display of their design solutions. The Contracting Entity is required to include a reference to the name of the author when using a design solution.
- 12.3. The proprietary copyright to the works created in the course of performing the public contract for design works shall transfer to the Contracting Entity after the design works are accepted and paid for. Any other terms and conditions of copyright shall be specified in the public contract for design works.

13. Participation expenses

The participants shall not be compensated for the expenses of participating in the design competition. The participants shall bear all the expenses and risks associated with the preparation and submission of design solutions, including any consequences of force majeure.

14. Return of design solutions

- 14.1. The participants in the design competition can collect their design solutions that did not win a prize from a representative of the organiser by presenting a registration certificate or a courier service receipt within two months after the Competition entries are removed from display. Any design solutions that were not forwarded to the Jury for evaluation by the qualification committee can be collected immediately after receipt of the notice referred to in paragraph 8.5 of the Manual.
- 14.2. The organiser of the Competition is not required to preserve the design solutions beyond the two-month term referred to in paragraph 8.5.
- 14.3. The participants in the Competition shall be liable for any costs related to the return of design solutions.

15. Negotiated procedure without prior publication

- 15.1. By submitting a design solution, a participant declares that it is willing to participate in a negotiated procedure without prior publication on the grounds specified in §49 (6) of the PPA and is willing to enter into a public contract for implementation of the design for the purposes specified in the procurement documents, should the participant's design be selected as the winner of the design competition.
- 15.2. Qualification criteria applicable to a tenderer (the tenderer's team):
- 15.2.1. The tenderer is required to carry out design work that is the subject matter of the public contract by engaging a person responsible, or a project manager, with at least level 8 professional qualifications of a chartered civil engineer
- 15.3. The tenderer is required to carry out design work that is the subject matter of the public contract by engaging **specialists** experienced and qualified to design respective **special parts**:
- 15.3.1. Required qualifications for the area of "landscape architecture" valid professional qualifications of a chartered landscape architect, at least level 7

- 15.3.2. Required qualifications for the area of "high current" valid professional qualifications of an electrical engineer, at least level 7
- 15.3.3. Required qualifications for the area of "water supply, drainage" valid professional qualifications of a diploma water supply and drainage engineer, at least level 7 (the design of different special parts may be supervised by a single person or several persons of they are qualified in multiple areas).

Annex 1

Form 1 – Declarations by participant

Contracting Entity: Pärnu City Government

Title of design competition: "Architectural design competition for the Raba-Lai bridge in Pärnu"

Reference number of public tender: 217156

Keyword for design solution:

- 1. We hereby declare that we accept in full the conditions set out in the Notice of Design Competition, the Manual or its Annexes, and that our design is completely in line with said conditions.
- 2. We hereby declare that we have read the tender documents (incl. the Terms of Reference and its Annexes) and accept in full the conditions and criteria set out by the Contracting Entity. Further, we declare that we were given the opportunity to obtain additional information about all tender documents.
- 3. We hereby declare that we meet in full the qualification criteria set out in the Notice of Design Competition and the Manual, and that we have access to any and all means necessary for preparing and submitting a design solution in the framework of the Competition.
- 4. We hereby declare that we hold all intellectual property rights necessary for participating in the Competition and prepare the design solution.
- 5. We hereby declare that we accept in full the terms and conditions of the public contract set out in the Annex to the Manual, and agree to enter into said contract under said terms and conditions if we win the Competition.
- 6. We hereby declare that the ownership of our design solution will be transferred to the Contracting Entity in the event that the design wins a prize.
- 7. We hereby surrender our intellectual property rights to the Contracting Entity once we have delivered all stages of the architectural design project and received payment for it. Further, we assure that such surrender will not violate the copyrights of third parties.
- 8. We hereby declare that we agree to enter into and submit to the Contracting Entity a general liability insurance contract by the date of signature of the design contract whereby the insurance cover must be at least double the cost of design work, and ensure the validity of said insurance

contract for a period of three years as from the completion of obligations under the design contract.

- 9. We hereby declare that we have sufficient financial means to ensure the performance of the design contract and we have access to additional means where necessary.
- 10. We hereby agree that our design solution may be published, reproduced by the press or exhibited at shows.
- 11. We hereby declare that the author(s) of the design solution agree to the use of the design solution as a benchmark for developing a detailed plan for a larger area, and consent to the adjustment of the design solution by the author of the detailed plan in line with any applicable general requirements or public opinion expressed during the review of the detailed plan.

Name of representative:
Annex 1
Form 2 – Power of attorney
Contracting Entity: <u>Pärnu City Government</u>
Title of design competition: "Architectural design competition for the Raba-Lai bridge in Pärnu"
Reference number of public tender: 217156
Keyword for design solution:
participant) represented by
(name and title of participant's representative)
hereby authorises
(name and title of authorised agent)
to act as an official authorised agent of the participant and carry out any acts or operations related to the aforesaid design competition.

Signature of authorised agent /signed digitally/
This power of attorney has been issued without the right of delegation.
The power of attorney is valid until:
(name and title of principal) /signed digitally/
Annex 1
Form 3 - Power of attorney for joint participants
Contracting Entity: Pärnu City Government
Title of design competition: "Architectural design competition for the Raba-Lai bridge in Pärnu"
Reference number of public tender: 217156
Keyword for design solution:
(name of participant acting as principal)
hereby authorises
to represent (name of participant acting as principal)
and submit a tender at aforesaid design competition on behalf of
Address and contact particulars (incl. e-mail) of authorised agent

This power of attorney has been issued without the right of delegation.
Joint participant
Names of representatives of joint participants: /signed digitally/

Form 4 – Name card

Contracting Entity: Pärnu City Government											
Title of design competition: "Architectural design competition for the Raba-Lai bridge in Pärnu"											
Reference number of public tender: 217156											
Keyword for design solution:											
Particulars of participar	nt										
Business name of partic		Registration	number								
1											
Contact particulars of p											
Given name and	Job tit		Telephone		E-mail						
surname of	repres	entative									
participant's representative											
тергезептануе											
Particulars of author(s)	of desig	gn solution									
Given name and		sonal	Contact particula		Signature						
surname		ntification	(address, phone,	e-mail)							
	cod	e									
		I			1						
Distribution of prize mo	oney be										
Given name and surnan	ne	Share in %		Name of bank, current							
				account, SWIFT/IBAN							
Name of representative:											

Design Contract

1. CONTRACTING PARTIES

The parties to this Design Contract (hereinafter Contract) are as follows:

by the Contracting Entity during the procurement procedure that form an integral part hereof. 2.5. The scope of design work includes the **preliminary/detailed design** phase in line with the

2.6. The Contracting Parties hereby undertake to collaborate in good faith so as to obtain the

3. CONTRACT DOCUMENTS

conditions of the tender documents.

optimal outcome based on the aforesaid design.

3.1. The Contract documents include this Contract, its current and future Annexes and any changes to the Contract to be made after the signature hereof.

- 3.2.4. Other documents related to the Contract

4. GENERAL PROVISIONS

- 4.1 The relationship between the Parties is governed by the Contract or, in cases not governed herein, by the legislation of the Republic of Estonia and other legislative instruments.
- 4.2 The purpose of the Contract is to regulate the legal relationship between the Parties arising out of or in connection with the Contract insofar as the performance of work set out herein is concerned. The rights and obligations of the Parties are based on the Contract and its Annexes, the tender documents, any reports signed by both Parties, other documents, and the legislation of the Republic of Estonia in accordance with the order of priority set out herein.
- 4.3 For the purposes of contractual performance and interpretation the Parties are guided by the Contract documents listed herein or in cases not governed by said documents the applicable legislation as well as design and other standards.
- 4.4 The Parties hereby assure and declare that by entering into this Contract they have not violated any obligations imposed on them under the applicable laws, articles of association, statutes or other legislative instrument or a previous contract or agreement. Further, they declare their intent and readiness to make all efforts to ensure proper performance of their contractual obligations whilst respecting the statutory or contractual rights and interests of the other Party.

5. DESIGN WORK

- 5.1 The Contractor undertakes to perform design work and other activities the purpose and scope of which are specified in the tender documents of public tender , the Contract and its Annexes.
- 5.2 The design documents delivered by the Contractor must allow coordinating and implementing the public tender(s) for construction work without the need for additional explanations. If shortcomings in the documentation prepared by the Contractor that are detected during the performance of the contract awarded as a result of such public tender compromise the performance of work, the shortcomings will be eliminated by the Contractor as soon as possible whereas such efforts shall not be deemed to constitute additional work.

6. RIGHTS AND OBLIGATIONS OF CONTRACTOR

6.1 The Contractor undertakes to:

- 6.1.1 Implement or arrange the implementation of design work and activities set out in the Contract in accordance with the terms and conditions provided for herein. The Contractor shall use duly qualified personnel for implementing and managing the design work or ensure the use of such personnel. If the Contractor outsources some or all of the design work outlined herein the Contractor will remain fully liable to the Contracting Entity.
- 6.1.2 Ensure the use of duly qualified personnel for implementing and managing the work, and on the Contracting Entity's request provide it with information about the persons actually carrying out the work and their professional qualifications. The Contractor may not replace the specialists or project manager listed in the tender unless the Contracting Entity approves this in advance.
- 6.1.3 Use specialists listed in the tender for carrying out the design work. In the course of design work specialists may be replaced by their equivalents only and provided that the Contracting

Entity's has previously approved this in writing. On the Contracting Entity's request, the Designer must produce documents that support the experience and competencies of specialists involved. Requirements to specialists and subcontractors used in the course of design work are set out in tender documents.

- 6.1.4 Keep in mind that using subcontractors for direct performance of the Contract is allowed only subject to the Contracting Entity's prior written approval. To obtain such approval the Contractor must file a relevant request with the Contracting Entity detailing the names of subcontractors involved and the tasks for which the Contractor intends to use said subcontractors. The Contracting Entity either approves the use of subcontractors or advises of its substantiated refusal within five (5) business days of receiving a duly formulated request from the Contractor.
- 6.1.5 In the course of performing the work, take into account the Contracting Entity's requests that are not in conflict with the conditions referred to herein.
- 6.1.6 Notify the Contracting Entity in writing of any circumstances that could obstruct the immediate commencement, implementation or completion of work, including any errors or shortcomings in information, reference data, documents or the like received from the Contracting Entity, and do so at its earliest convenience but not later than in five (5) business days from the date when it learned or should have learned of such circumstances. Likewise, it undertakes to notify of the potential risk that adherence to instructions, guidelines or the like received from the Contracting Entity could affect the quality or timely completion of work or give rise to extra costs.
- 6.1.7 In case the design work (or part thereof) does not meet the applicable standards, legislation, Contract documents or other agreements between the Parties, bring the work into conformity at its own expense within a reasonable time limit but not later than in seven (7) business days of being informed of the non-conformity by the Contracting Entity.
- 6.1.8 Report to the Contracting Entity about the progress of work and allow it to verify the scope and quality of work at any time.
- 6.1.9 Immediately notify the Contracting Entity in writing of any need to exceed the Contract value or time limits.
- 6.1.10 Obtain all expert opinions, source data or permits or the like as well as design or technical criteria from authorities necessary for design work, and cover any related costs.
- 6.1.11 Obtain all approvals from authorities necessary for design work, including approvals related to building permits.
- 6.1.12 Coordinate with the Contracting Entity all conceptual solutions as well as the technical properties of materials and equipment used in the design.
- 6.1.13 Coordinate with the Contracting Entity all phases of design documents whereby the Contractor must take into account any changes suggested by the Contracting Entity until the completion of the preliminary/detailed design.
- 6.1.14 Eliminate any shortcomings in its work within seven (7) business days of being informed of such shortcomings by the Contracting Entity.
- 6.1.15 Deliver the work in the detailed design / construction documents phase to the Contracting Entity on bound sheets in four (4) copies plus in digital form in four (4) copies pursuant to the criteria set out in the Contract and its Annexes.
- 6.1.16 Work with the City Architect in the course of performing the work.
- 6.1.17 Submit to the Contracting Entity within seven (7) business days of signing the Contract a detailed schedule of design work (hereinafter **Schedule**). The Schedule must list the dates of design meetings and the due dates for submitting sketch drawings, the preliminary/detailed design, the building permit, and the documentation adjusted following the expert review. The Contractor is required to provide the Contracting Entity with a report of design work carried out during the preceding period at least twice a month at design meetings or at other times as

requested by the Contracting Entity. If the Contractor has fallen behind the Schedule by more than one (1) week, the Contracting Entity may impose sanctions in line with the Contract.

6.2 The Contractor has the right to:

- 6.2.1 Given the Contractor's professional expertise and experience, propose changes in the implementation of design work to the Contracting Entity insofar as such changes would to the best of the Contractor's knowledge contribute to the optimal and expedient completion and usability of the outcomes of said design work. The Contractor will submit adequately justified proposals to the Contracting Entity in writing. The Contracting Entity will review the proposals within seven (7) calendar days of receiving them and advise the Contractor of its decision.
- 6.2.2 Request extending the period granted for the performance of contractual tasks if it has not been provided with source data necessary for carrying out the work or the Contracting Entity has ordered additional work that notably alters the original scope. The Parties shall sign an agreement on extending the Contract period with due regard to the provisions of § 123 (1)(2) of the Public Procurement Act.
- 6.2.3 Receive payment for duly completed work from the Contracting Entity in accordance with the conditions and procedures set out herein.

7. RIGHTS AND OBLIGATIONS OF CONTRACTING ENTITY

7.1 The Contracting Entity undertakes to:

- 7.1.1 Deliver to the Contractor the necessary source data within the time limits set out in this Contract or the minutes of meetings.
- 7.1.2 Pay the Contractor for duly completed work in accordance with the conditions and procedures set out herein.
- 7.1.3 Respond (providing as necessary its approval or substantiated refusal) within seven (7) business days in writing to the notifications, proposals, requests, letters or the like sent by the Contractor.
- 7.1.4 Accept work that conforms to Contract documents and approve (or refuse in a substantiated manner) the instrument of delivery of work within seven (7) business days of receiving the said instrument for signature.
- 7.1.5 at its own discretion, provide the Contractor with any information that might help expedite or streamline the design work.

7.2 The Contracting Entity has the right to:

- 7.2.1 Require the Contractor to respect the requirements, including quality requirements, source data, the contract value, contractual time limits and the like set out in this Contract or its Annexes or other documents listed herein.
- 7.2.2 Verify the scope and quality of design work carried out by the Contractor for conformity with the applicable requirements. The Contracting Entity may review the progress and quality of design work at any time in case of reasonable suspicion.
- 7.2.3 Require the Contractor to replace specialists or subcontractors involved in performing the design work if their competencies, licences, registrations and/or tools are not sufficient to ensure proper performance of this Contract. If the Contractor fails to comply with the Contracting Entity's justified request to replace specialists or contractors, the Contracting Entity may impose a contractual penalty.
- 7.2.4 Withdraw from the Contract if it is evident that the Contractor is incapable or unwilling to ensure conformity of design work or design documents with the applicable requirements or if not exceeding the time or cost limits set out in the Contract turns out to be impossible.
- 7.2.5 Invoke legal remedies (including withdraw or cancel the Contract) and require a contractual penalty in cases provided for herein, if the Contractor fails to respect the time limits,

quality requirements or cost limits set out herein or in any Annexes hereto or other documents accompanying this Contract, or if the Contractor neglects or improperly performs other contractual obligations.

7.2.6 Commission an expert assessment of all or part of the work and require the Contractor to make the changes recommended in the expert report to the design documents.

8. CONTRACTUAL TIME LIMITS AND TERMS OF PAYMENT

- 8.1 The Contractor may start with the design work as soon as the Contract has been signed.
 8.2 The Contractor undertakes to complete the preliminary/detailed design specified in Contract documents and deliver it together with the building permit to the Contracting Entity within _____ weeks of Contract signature.
 8.3 For work carried out hereunder the Contracting Entity will pay to the Contractor a sum equal to Contract value: EUR _____ (____ euros and _____ cents plus VAT (_____ euros and _____ cents)(hereinafter Total Cost of Work).
- 8.4 The Total Cost of Work includes the Contractor's pay as well as any other necessary expenses incurred by the Contractor in connection with carrying out the design work and drafting the design documents. The Total Cost of Work is not dependent on inflation or other factors meaning that it is not subject to adjustments during the Contract period. The Contractor assures that the scope of its tender includes work that is not outlined in tender documents but is necessary for the proper completion of work described in Contract documents in view of good practices and the tenderer's professionalism.
- 8.5 To formalise the acceptance of work by the Contracting Entity the Contractor presents it with an instrument of delivery signed by the Contractor's representative which the Contracting Entity then reviews, signs and returns to the Contractor. If the Contracting Entity refuses to accept work it will present the Contractor with a motivated decision on refusal within seven (7) business days of receiving the instrument of delivery. Any shortcomings in the delivered design work or in a part thereof must be eliminated by the Contractor at its own expense and without delay. If the Contracting Entity does not file any complaints within seven (7) business days of delivery of design work or a part thereof, such design work or a part thereof and the instrument of delivery shall be deemed accepted. Acceptance of said instrument by the Contracting Entity serves as a basis for the Contractor's invoice and the respective payment by the Contracting Entity.
- 8.6 The design work shall be deemed delivered and accepted following a written agreement between the Parties in the form of an instrument of delivery of work that details the names of delivered design documents, the number of copies and the time of delivery.
- 8.7 The Contracting Entity may file a justified complaint with the Contractor concerning design work that has been already accepted even after payment for such work if despite due care exercised by the Contracting Entity it could not detect shortcomings in design work or non-adherence to the provided source data earlier.
- 8.8 The Contractor may file monthly reports of work actually completed to the Contracting Entity which shall be signed by both Parties and serve as a basis for the Contractor's invoice. 10% of the total value of the Contract will be excluded from such monthly reports as it will be reported and paid for on the basis of the instrument of delivery of work in accordance with the procedure set out in paragraph 8.5 hereof.
- 8.9 The signing of reports and instruments referred to in paragraphs 8.5 and 8.6 does not deprive the Contracting Entity of its right to file claims or complaints about the quality of work later.
- 8.10 The Parties are required to notify one another of any delays as soon as the delay has occurred or it has become evident that a delay might occur. Such notifications will include the reason for delay and the new schedule.

- 8.11 Invoices will be settled within 14 (fourteen) calendar days of acceptance of the invoice by the Contracting Entity.
- 8.12 Invoices will be made out electronically using XML format and delivered via operators providing e-invoicing services.

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9.1 In	matter	s related	l to	this	Contra	ict, t	he (Contrac	eting	Entity	is	repre	esented	by
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and	with	regard	to	techi	nical	issues	b	у _				,	teleph	one:
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9.2 In	matters	related t	o this	Con	tract, th	ne Con	ntract	or is	repres	ented	by			,
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10. FORCE MAJEURE

- 10.1 Non-performance is excused if it is caused by force majeure. Force majeure are circumstances which are beyond the control of the Parties and which, at the time the Contract was entered into, the Parties could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof which the Parties could not reasonably have been expected to overcome.
- 10.2 The Party who has been unable to perform its contractual obligations due to force majeure must immediately notify the other Party thereof in writing.
- 10.3 In the event of force majeure, the time limit for design work as well as any interim or other deadlines will be extended by an amount of time equal to the duration of force majeure.
- 10.4 If circumstances identified as force majeure last for more than 90 days the Contract shall be deemed terminated due to the impossibility of contractual performance. In such event neither Party may require the other Party to compensate for damage caused by non-performance or improper performance.

11. LIABILITY OF PARTIES

- 11.1 Either Party can be held liable for damage caused to the other Party as a result of non-performance or improper performance of their contractual obligations.
- 11.2 In the event of unjustified refusal of payment or delayed payment the Contractor may require the Contracting Entity to pay a late penalty of 0.1% (zero point one percent) of the outstanding invoice amount for each day overdue.
- 11.3 If the Contractor violates its contractual obligations the Contracting Entity may require it to pay a contractual penalty beyond compensation for damage. The contractual penalty for non-performance in the course of design work amounts to (.........................) euros for each violation. The Contracting Entity may offset the contractual penalty against invoices payable to the Contractor. In the event the Contractor exceeds the time limit the Contracting Entity shall inform it thereof by means of a written notification that serves as a legal basis for the Contracting Entity for offsetting the contractual penalty against the Contractor's latest invoice.
- 11.4 If the Contact period is exceeded, the Contracting Entity may require the Contractor to pay a contractual penalty of 0.1% (zero point one percent) of the total value of the Contract for each calendar day overdue whereas the total amount of penalty may not exceed the sums already paid by the Contracting Entity to the Contractor for the providing the services in question.
- 11.5 No later than on the date of signature of the public contract the Contractor must present to the Contracting Entity a liability insurance policy covering the contractual obligations in the

amount of EUR (.....) whereby such policy must remain valid throughout the Contract period.

12. AMENDMENT, CANCELLATION AND TERMINATION

- 12.1 The terms and conditions of the Contract may be amended only by way of a written agreement between the Parties save where such amendments are statutory and arise from the legislation of the Republic of Estonia.
- 12.2 The Party looking to amend the Contract will submit in writing the proposed amendments to the other Party. The Parties undertake to review said amendments and respond in writing to the proposing Party within ten (10) calendar days of receiving the proposal. If Parties agree to amend the Contract the amendments in question will be deemed to constitute an integral part thereof.
- 12.3 Any amendments will be subject to § 123 of the Public Procurement Act.
- 12.4 The Contract will remain in force until the Parties have duly completed their obligations.
- 12.5 If the Parties so agree in writing, the Contract may be terminated at any time before the completion of obligations subject to the conditions so agreed.
- 12.6 The Contracting Entity may cancel the Contract before the completion of contractual obligations if the Contractor neglects its obligations despite the Contracting Entity's repeated written requests.
- 12.7 The Contract will terminate:
- 12.7.1 once the Parties have duly completed their obligations;
- 12.7.2 if one of the Parties is liquidated;
- 12.7.3 if the Contractor or the Contracting Entity is declared bankrupt;
- 12.7.4 if the Parties agree so in writing;
- 12.7.5 on other grounds set out in the Contract or in legislative provisions.

13. SETTLEMENT OF DISPUTES; JURISDICTION

- 13.1 The Parties undertake to implement all appropriate measures to settle any disputes arising out of this Contract by way of negotiations.
- 13.2 In case of disagreements the Contractor must demonstrate that its work is in line with the spirit of the Contract as well as good practices, agreements, standards, regulations and legislative provisions. For the purposes of this Contract, good practices mean generally accepted practices normally employed by designers and contracting entities.
- 13.3 Failing an agreement all disputes arising out of the Contract will be settled in Pärnu County Court.

14. TRANSFER OF RIGHTS AND OBLIGATIONS; NOTIFICATIONS

- 14.1 The Parties may transfer rights and obligations arising from or related to this Contract to third parties only subject to the other Party's prior written approval.
- 14.2 All notifications between the Parties concerning the performance of the Contract will be sent to the other Party using the e-mail address indicated herein or other address communicated by one Party to the other.
- 14.3 Written notifications include registered mail, letters delivered in person to a representative of the Party who must sign the delivery note, and e-mail.

15. WORK MEETINGS

- 15.1 The Parties will hold regular work meetings at least twice a month to address topical issues related to design work and present completed work.
- 15.2 Extraordinary meetings will be held on a Party's request within three (3) calendar days of sending the relevant written notification to the other Party.

- 15.3 The Parties shall draw up minutes of the meetings to be signed by their authorised representatives; once signed, the minutes become Contract documents.
- 15.4 In carrying out the design work the Contractor must respect decisions recorded in the minutes of work meetings.

16. FINAL PROVISIONS

- 16.1 The Parties declare that they have carefully read the Contract and that all provisions set out herein are clear and unambiguous.
- 16.2 The purpose of definitions and headings included in the Contract is to convey the meaning of its provisions. If there is a conflict between a definition and the spirit of the Contract, the latter shall prevail.
- 16.3 The Contract is confidential save for provisions that are subject to disclosure in the Public Procurement Register in accordance with the Public Procurement Act or in which an entity with supervisory competence has a legitimate interest. The Parties may not provide third parties with information on the other Party's financial position, sources of financing, management system or business activities save in cases provided for by the law. The requirements in this paragraph may be waived subject to the other Party's prior written consent for purposes that do not harm the other Party (publicity, etc.).
- 16.4 The confidentiality requirement will remain in force for five (5) years after the end of the Contract whereby the Party who has violated the confidentiality requirement will compensate in full for damage so caused to the other Party.
- 16.5 Ownership and copyrights related to the design developed by the Contractor will be transferred to the Contracting Entity once the Parties have signed the instrument of delivery and the Contracting Entity has made the corresponding contractual payment.
- 16.6 For matters not governed by this Contract the Parties shall be guided by the laws and other legislative provisions of the Republic of Estonia.
- 16.7 This Contract has been drawn up in Estonian and signed digitally.

17. ANNEXES

The Contract includes the following Annexes:

Annex 1 - Tender documents for public tender ,,

and explanations provided during the procurement procedure

Annex 2 - Tender submitted by the Contractor

Annex 3 - Insurance policy/policies held by the Contractor

Annex 4 - Schedule of design work

18. PARTICULARS OF PARTIES

Contracting Entity

Contractor

Pärnu City Government

Registration number: 75000064

Address: Suur-Sepa 16 80098 Pärnu linn Pärnu linn Telephone: +372 444 8200 e-mail: linnavalitsus@parnu.ee

19. SIGNATURES OF PARTIES

/signed digitally/