Signed by: Kestutis Sasnauskas, CEO, Easnine 30<sup>th</sup> October 2020

## ARCHITECTURAL SKETCH DESIGN COMPETITION

"DEVELOPMENT VISION FOR THE "KIMMEL" QUARTER IN RIGA, AT BRUŅINIEKU IELA 2, STABU IELA 1"

**COMPETITION BRIEF** 

RIGA LATVIA 2020

#### 1. GENERAL INFORMATION ABOUT THE COMPETITION AND TERMS USED IN THE COMPETITION BRIEF

- 1.1. **The Organiser of the Competition** is Eastnine Kimmel SIA, reg. No. 40103970752, legal address: Rīga, Krišjāņa Valdemāra iela 62, Rīga, LV-1013, telephone: +370 659 37951, e-mail: <a href="mailto:natalija.monkeviciene@eastnine.com">natalija.monkeviciene@eastnine.com</a>
- 1.2. **The Competition** is "Development Vision for the "Kimmel" Quarter in Riga, at Bruninieku iela 2, Stabu iela 1". The Sketch Design Competition is an open competition in one round.
- 1.3. **The language of the Competition** Latvian and English. In case of discrepancies, the Latvian language shall prevail.
- 1.4. The schedule of the Competition from 1st November 2020 till 1st March 2021.
- 1.5. **The Interested Participant of the Competition** means any legal or natural person or an association of such persons in any combination thereof which complies with the requirements of the Brief and is interested in participating in the Competition.
- **1.6. The Participant of the Competition** means an Interested Participant of the Competition/a team of authors who has submitted a Sketch Design.
- 1.7. The contact person of the Organiser of the Competition in the matters related to the Brief and the Designing Programme is Dace Kalvāne, Secretary-in-Charge of the Jury, telephone +371 29480702. Questions must be sent according to the procedure set out in the Brief to the e-mail address: <a href="mailto:eastnine@metukonkurss.lv">eastnine@metukonkurss.lv</a>
- 1.8. **The Aim of the Competition** is to obtain high-quality, well-developed architectural and urban planning solutions for the vision of the spatial development of the Kimmel quarter, using a creative rivalry, ensuring a rational use of resources and free competition among the Participants of the Competition.
- 1.9. **The Task of the Competition** is to determine the best proposal among the Sketch Designs submitted for the Competition and complying with the requirements included in the Brief and the Designing Programme, which will underlie the development of an idea of construction on the basis of the submitted proposal of the spatial development vision for the competition territory.
- 1.10. **The Object of the Competition** is the vision for the spatial development of the competition territory (real estate in Riga, at Bruninieku iela 2, Stabu iela 1 with cadastral No. 0100 020 0001) with the concept for the overall master plan, architectural solutions for new office buildings and reconstruction of historic buildings.
- 1.11. **The Winner of the Competition** means the Participant of the Competition who has been awarded first place by the Jury.
- 1.12. **The Brief** means this Competition Brief and all appendices thereto listed in Clause 10 of the present Brief and form an integral part thereof. Any reference to the Brief shall be deemed to be a reference to the Competition Brief and all its appendices. The Competition Brief, including all its appendices, is available at: <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>
- 1.13. **The Sketch Design** means the construction idea prepared by the Participant of the Competition in the amount specified in the Brief (incl. Designing Programme).
- 1.14. **The Technical Committee** means an expert or experts appointed by the Organiser of the Competition, who examine the compliance of the submitted Sketch Designs with the requirements of the Competition Brief before the Jury commences its work.

# 1.15. **The Jury** means the Jury approved by the Organiser of the Competition consisting of:

1.	Chairperson of the Jury	Representative of the Organiser of the Competition	Kęstutis Sasnauskas, CEO, Easnine	
2.	Deputy Chairperson of the Jury	Representative of the Organiser of the Competition	Christian Hermelin, Board Member, Eastnine	
3.	Member of the Jury	Representative of the Organiser of the Competition	Peter Wågström, Board Member, Eastnine	
4.	Member of the Jury	Representative of the Organiser of the Competition	Saulė Zabulionytė, Country Manager, Eastnine	
5.	Member of the Jury	Representative of the National Real Estate Developers Alliance	Andris Božē, Board Member of "YIT Construction"	
6.	Member of the Jury	BREEAM/LEED building construction sustainability specialist	Aļona Purvlīce, architect, BREEAM coordinator	
7.	Member of the Jury	Representative of Riga Municipal Agency "Riga City Architect's Office"	Regīna Bula, architect, member of the LAA	
8.	Member of the Jury		Viesturs Brūzis, head of the Riga City Department of Cultural Monuments Protection, member of the LAA	
9.	Member of the Jury	Representative of the National Cultural Heritage Board	Pēteris Blūms, architect, member of the LAA	
10.	Member of the Jury	Representative of the Latvian Architects' Association	Andis Sīlis, architect, member of the LAA member	
11.	Member of the Jury	Representative of the Latvian Architects' Association	Gatis Didrihsons, architect, member of the LAA	
12.	Member of the Jury	Foreign urban planner	Professor Joachim Schultz-Granberg, architect-urban planner (Germany)	
13.	Member of the Jury	Foreign architect	Manuelle Gautrand, Associée, Architecte DPLG architect, (France)	
	Secretary of the Jury	will participate in the jury sessions without the right to vote	Dace Kalvāne, architect, member of the LAA	

The Organiser of the Competition is entitled to change the composition of the Jury by announcing it on the website <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>

- 1.16. **The Secretary of the Jury** is a person appointed by the Organiser of the Competition who ensures smooth running of the Sketch Design Competition and is responsible for ensuring the anonymity of the submitted Sketch Designs and the mottoes of the Participants until the end of the evaluation period of the Sketch Designs. The Secretary-in-Charge is not a member of the Jury.
- 1.17. Expenses related to the organisation, running of the Competition and payment of prize money shall be borne by the Organiser of the Competition. The Organiser of the Competition shall also provide remuneration to the members of the Jury and Technical Committee.
- 1.18. The Participants shall bear the expenses related to the preparation and submission of the Sketch Design.

#### 2. REGISTRATION AND EXCHANGE OF INFORMATION

- 2.1. The Interested Participants can access the Competition Brief (including amendments to the Competition Brief if there are any) and other information about the Competition on the website <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>
- 2.2. To become an Interested Participant of the Competition, you must fill in the online registration form available on the website <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>
- 2.3. The competition materials will be sent automatically upon registration to the Interested Participants registered on the website <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>
- 2.4. The exchange of information between the Organiser of the Competition and the Interested Participants of the Competition regarding the Competition Brief and its appendices shall be made in writing contacting the Secretary-in-Charge of the Jury via e-mail: <a href="mailto:eastnine@metukonkurss.lv">eastnine@metukonkurss.lv</a>
- 2.5. The Interested Participants can submit questions about the requirements set out in the competition documents regarding the development and submission of the Sketch Design according to the procedure specified in Clause 2.4 of the Brief until 22<sup>nd</sup> January 2021. The Secretary-in-Charge of the Jury will provide answers to these questions within 5 (five) business days by posting the question and the answer on the website <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>
- 2.6. The Interested Participants are obliged to look up regularly the information about the Competition published on the website <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>

### 3. PRIZE MONEY

- 3.1. The Competition is considered to have taken place if, according to the Competition Brief, at least three (3) Sketch Designs have been submitted for evaluation.
- 3.2. The total amount of the prize money of the Competition: 45,000.00 EUR (forty-five thousand EUR, 00 cents) excluding VAT. The prize money is distributed as follows:
  - 3.2.1. first place winner 22,000.00 EUR (twenty-two thousand EUR, 00 cents);
  - 3.2.2. second place winner 11,000.00 EUR 00 (eleven thousand EUR, 00 cents);
  - 3.2.3. third place winner 6000.00 EUR (six thousand EUR, 00 cents);
  - 3.2.4. Two incentive awards, each in the amount of EUR 3000 (three thousand euros, 00 cents).
- 3.3. The Jury has a right to change the amount of the awards, while retaining the total amount of the prize money and awarding several second or third places. Only one Participant of the Competition can be the first-prize winner.
- 3.4. In the event specified in Clause 3.3 the Jury has a right not to distribute prize money in the amount indicated in Clause 3.2, but to divide the total amount of prize money in equal parts, or otherwise at the

- discretion of the Jury, to the best proposals (which will be considered award-winning proposals according to this Brief). The Jury shall provide a justification for the changes to the distribution of the prize money deriving from the specific features of the Competition proposals.
- 3.5. To legal persons the prize money or incentive bonuses will be transferred in full amount, but in case of natural persons taxes will be withheld in accordance with the laws and regulations. The prize money and incentive bonuses shall be paid within 14 (fourteen) days after the announcement of the Competition results.

#### 4. CONTENT AND PRESENTATION OF THE SKETCH DESIGN

- 4.1. The Sketch Design must be submitted in one sealed package with an indication: "Sketch Design Competition "Development Vision for the "Kimmel" Quarter in Riga, at Bruninieku iela 2, Stabu iela 1" and the motto which does not give any indication of the author of the Sketch Design in order to ensure the Participant's anonymity.
- 4.2. The package of the Sketch Design must be sealed safely, there must be no markings and logotypes on it that could in any way identify the Participant of the Competition. All inscriptions must be made in block letters, avoiding any features that may lead to the identification of the Participant.
- 4.3. The package of the Sketch Design shall have 2 (two) parts:
  - 4.3.1 The package of the first part with the motto and the indication "Sketch Design" containing:
  - a) the Sketch Design which is prepared respecting the requirements of Clause 4.7 of the Brief, i.e. printed out on A1-size (594 mm x 841 mm) panels and electronically in a memory stick (as .pdf files);
  - b) a bound copy of documents in A3-size in 3 (three) copies respecting the requirements of Clause 4.7.2 of the Brief;
  - 4.3.2 The package of the second part with the motto and the indication "Disclosed Motto", application for the participation in the Competition "Development Vision for the "Kimmel" Quarter in Riga, at Bruṇinieku iela 2, Stabu iela 1", qualification documents, containing:
  - a) the disclosed motto, indicating the motto used for marking the Sketch Design, and information about the Participant of the Competition who has submitted the relevant Sketch Design (written in accordance with Appendix 3 to the Brief);
  - b) the Participant's application for participation in the Competition (written in accordance with Appendix 4 to the Brief);
  - c) the Participant's declaration of the involvement of the required human resources (written in accordance with Appendix 5 to the Brief);
  - d) the Participant's experience in provision of equivalent services (written in accordance with Appendix 6 to the Brief);
  - e) a form of estimated costs of development of the construction design and provisional costs of author's supervision (written in accordance with Appendix 7 to the Brief).
- 4.4. The Sketch Design and the materials attached thereto as well as the explanatory note must have no markings on them that could in any way identify the Participant of the Competition, the author of the Sketch Design or the author of any part of the Sketch Design. The motto must be indicated instead of the name of the Participant in all references to the copyright. If such markings are seen on the submitted package, it will be returned unopened to the applicant.
- 4.5. All the submitted documents must be in Latvian or in English. The explanatory note of the Sketch Design must be written in Latvian and English.
- 4.6. The Sketch Design submitted for the Competition must meet the following requirements:

- 4.6.1. the proposed Sketch Design solutions must be developed, taking into account the data provided by the Organiser of the Competition as part of this Competition, including the Designing Programme, the Brief and its appendices;
- 4.6.2. the proposed Sketch Design solutions must be developed, observing the principle of the economically balanced use of financial resources in the implementation of the object;
- 4.6.3. the proposed architectural solutions of the Sketch Design blend well within the cityscape of Riga;
- 4.6.4. the Sketch Design is developed respecting the applicable laws and regulations of the Republic of Latvia and the European Union, including
  - Construction Law;
  - Copyright Law;
  - General Building Regulations of the Cabinet of Ministers No. 500,
  - Building Regulations of the Cabinet of Ministers No. 529;
  - Regulations of Land Use and Construction in the Historic Centre of Riga (RHC) and its protection zone (RVCAZTIAN).

#### 4.7. The Sketch Design consists of:

4.7.1. A1-size horizontally orientated panels with graphical documents fixed to firm, light and durable foamboards. The motto must be written in the right upper corner of the panel. It is recommended to indicate the panel placement scheme under the motto. It is advised to use panels less than 5 mm thick.

The presentation of panels should demonstrate the proposed urban planning ideas as they reflect the development goals of the quarter, showing the buildings on the whole, focusing on their architectural values and revealing in more detail the connection/synthesis between the new buildings and the existing situation in the Competition territory.

Graphical materials should be presented on A1-size sheets with the following information:

- the master plan of the competition study area in scale 1:500 with:
  - □ the planned buildings;
  - $\ \square \ \ \$  a concept of improvement and landscaping of the territory;
  - a scheme showing pedestrian, cyclist and vehicle traffic organisation;
  - □ the specified concept of the land use plan,
  - technical and economic parameters;
- master plan of the study area in scale 1:1000,
- typical floor plan schemes for each building or groups of buildings in scale 1: 200, incl. parking spaces, legend of the spaces and their areas for individual buildings, construction axes and dimensions between them;
- facades of the Competition Objects in scale 1:200, with height marks, construction axes;
- characteristic sections of the Competition Object in scale 1:200, with height marks, construction axes and dimensions between them, specifying the concept of use of materials;
- visualisations and/or photomontages showing the synthesis of the suggested idea within the context
  of the existing urban environment, taking into account the main perspectives and vantage points (see
  Appendix 6\_1\_0\_marked\_views\_for\_photomontage\_in\_the\_competition\_territory).
- 4.7.2. The bound document in A3-size (420 mm x 297 mm) in 3 (three) copies which includes:
  - 4.7.2.1. a brief summary of the problems solved as part of the project and of the conceptual approach used;
  - 4.7.2.2. scaled-down colour reproductions in A3-size of the A1-size panels;
  - 4.7.2.1. an explanatory description (in Latvian and English) with an outlined urban planning

concept, architectural description and proposed landscaping solutions; the explanatory note should include the balance of the Competition territory (construction area m², total area m² of each floor, construction volume m³, construction density%, number of parking spaces (pcs), number of bicycle stands (pcs), intensity, indicator of vacant area%).

- 4.7.3 1 (one) USB memory stick with
  - 4.7.3.1. pictures of all A1-size panels with 300dpi resolution;
  - 4.7.3.2. scaled-down all A1-size panels in a PDF file with 300dpi resolution in A3-size;
  - 4.7.3.3. images of all A1-size panels in a PDF file with 72dpi resolution for publication on the internet (1024 pixels);
  - 4.7.3.4. the bound document (the explanatory note and all graphical materials required to show the idea of the project) in a PDF file with 300 dpi resolution in A3-size;

Each document must be in two versions – in .pdf file and .jpg file.

Each document must be given a name.

- 4.7.4. To integrate the 3D model of the proposed solution into the neighbourhood, i.e. reality ("mesh") model, which is provided in the attached compilation of competition source materials. To submit the integrated model (participant's solution and environmental context) electronically in 3D format in .obj and .dae format with all textures (in .jpg and .png file format) used in the 3D model.
- 4.7.5. According to the Brief and its appendices the solutions of the Sketch Design must be sufficiently detailed to allow the Jury to have an idea of the offered solutions.

#### 5. SUBMISSION OF SKETCH DESIGNS

- 5.1. The Sketch Design presented in accordance with the requirements of Clause 4 of the Competition Brief must be submitted in one copy to the Secretary-in-Charge of the Jury on the 1st of March, 2021, from 10.00 a.m. until 5.00 pm, at the Latvian Architects' Association in Riga, Torna iela 11. The Sketch Designs submitted disregarding the requirements of the Brief and the requirements for ensuring the anonymity of the Participants until the disclosure of the mottoes, or submitted after the specified deadline, will not be accepted for consideration.
- 5.2. The Secretary-in-Charge of the Jury shall register the submitted Sketch Designs in the order of their submission, indicating the date and time of their receipt, and the contact person, and ensure their storage. On the submitted Sketch Design, without opening it, a mark is made, indicating the date and time of its receipt and the registration number. The person submitting the package can receive a confirmation note attesting the submission of the Sketch Design for examination. The Secretary-in-Charge of the Jury shall be responsible for compliance with the provisions on anonymity.
- 5.3. If the Sketch Design is sent by courier, the Interested Participant of the Competition shall assume the risk and ensure safe receipt of the package by the Organiser of the Competition at the address indicated in Clause 5.1 of the Brief by the deadline of Sketch Design submission. The Interested Participant of the Competition shall bear all costs related to the delivery of the Sketch Design to the Organiser of the Competition.
- 5.4. The submission of the Sketch Design is an expression of free will of the Interested Participant. The Organiser of the Competition shall not assume any responsibility for, shall not cover or reimburse the expenses incurred by the Interested Participants of the Competition or Participants of the Competition related to preparation and submission of the Sketch Design, regardless of the results of the Competition.

For avoidance of any doubt, it is laid down that the Organiser of the Competition has no payment obligations towards the Interested Participants and the Participants of the Competition, except to make payments from the prize fund in accordance with the report of the Design Competition.

5.5. The Participant of the Competition can make amendments to the submitted Sketch Design, supplement or withdraw it before the deadline for submission of Sketch Designs. Any Sketch Design withdrawn by the Interested Participant of the Competition before the deadline for Sketch Design submission or received by the Organiser of the Competition after the deadline for Sketch Design submission will not be opened and examined.

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

- 6.1. If the Participant is an association of persons and the right of representation has not been stipulated in the partnership agreement or a power of attorney has not been issued, the original of the application must be signed by a representative of each person included in the association of persons with the right of representation. The Participant must submit the original or a copy certified by the Participant of a document confirming the right of representation of a person who signs the competition documents on the Participant's (legal person's) behalf. If the application has been signed by a person authorised by the Participant's representative with the right of representation, an appropriate power of attorney (the original or a copy certified by the Participant) should also be enclosed to the application.
- 6.2. The Participant of the Competition must be registered in the Commercial Register of Latvia or in an equivalent register in a foreign country if the laws of the country in question so provide. This requirement applies to all members of the partnership (if the proposal is submitted by a partnership) or all members of an association of persons (if the proposal is submitted by an association of persons), as well as to subcontractors (if the Participant is planning to involve them).
- 6.3. The Participants that are registered in a foreign country must submit a copy of a merchant's certificate of registration, or a document issued by an equivalent authority which complies with the laws and regulations of the relevant country. If such a document does not exist (the regulatory framework of the country of registration does not require issue of a certificate of registration), information is submitted about the time of registration, the Participant's registration number, and the competent authority in the country of registration which can attest to the fact of registration if necessary.
- 6.4. The Participant must be registered in the Register of Building Companies or in the respective authority that registers professional activity in a foreign country in accordance with the laws and regulations of the respective country. The requirement also applies to a member of a partnership or association or a subcontractor who will carry out designing works.
- 6.5. The Participant of the Competition must have the following experience:
  - 6.5.1 at least one construction design of equal importance, which corresponds to one of the objects listed in Code 122 of Cabinet Regulation No. 1620 of 22 December 2009 "Regulations on the Classification of Structures" (office buildings, such as business buildings, banks, municipal institutions, conference and congress centres, court and parliament buildings, which also qualify as Group III buildings (a public building that can be simultaneously occupied by more than 100 people)) for which a feedback can be received;
  - 6.5.2 at least one construction design including landscaping and improvement of the urban territory of the area no less than  $1000 \text{ m}^2$ , with experience in designing solutions for transport infrastructure and engineering communications.
- 6.6. The average annual financial turnover of the Participant in the area of designing during the last 3 (three)

- closed financial years (starting from 2017) is on average EUR 200,000 (if the Participant works less than three years, then for the whole period of his/her operation).
- 6.7. The following specialists are at the Participant's disposal or will be engaged during the development of the construction design:
  - 6.7.1. an architect who has:
    - 6.7.1.1. a document confirming the right of an architect's independent practice, issued by a competent authority in the Republic of Latvia or abroad if the laws and regulations of the respective country so provide;
    - 6.7.1.2. experience in designing of at least one object of equal importance in the urban environment;
    - 6.7.2. a certified specialist in designing of building structures who has:
      - 6.7.2.1. a document confirming the right of a structural engineer's independent practice in the area of designing, issued by a competent authority in the Republic of Latvia or abroad if the laws and regulations of the respective country so provide;
      - 6.7.2.2. experience in designing of at least one object of equal importance;
    - 6.7.3. a landscape architect who has experience in designing of at least one object in urban environment.
- 6.8. So that the Participants of the Competition can prove their compliance with the requirements of the Organiser of the Competition, they must submit the following evidence of their qualification and the information together with the disclosed motto:
  - 6.8.1. a Participant's application for the participation at the Competition prepared according to the form attached to this Brief (Appendix 6). The application is signed by the Participant's official with the signatory powers or an authorised representative. If the application for participation at the Competition is signed by the authorised representative, the original of the power of attorney or its copy executed in accordance with the requirements of the laws and regulations of the Republic of Latvia must be enclosed to the application;
  - 6.8.2. a copy of the registration certificate issued by a body registering business activity of the Participant of the Competition and/or a partnership and/or all members of the partnership (if the proposal is submitted by a partnership) who is registered or permanently resides abroad;
  - 6.8.3. a document confirming a right of an independent practice of all specialists referred to in Clause 6.7 of the Brief issued by a competent authority in the Republic of Latvia or in a foreign country, if the laws and regulations of the respective country so provide. The Organiser of the Competition can verify the validity of such documents in publicly available sources;
  - 6.8.4. a list of the developed sketch designs and/or construction designs in accordance with Appendix 6 to the Brief used by the Participants to prove their compliance with Clause 6.5 of the Brief;
  - 6.8.5. to prove the compliance with Clause 6.6 of the Brief, the Participant of the Competition must submit a statement about his/her average annual financial turnover in the area of designing for the past seven years (starting from 2017), which must be signed by the Participant's official with the signatory powers or an authorised representative. If this statement is signed by the authorised representative, the original of the power of attorney or its copy executed in accordance with the requirements of the laws and regulations of the Republic of Latvia must be enclosed to the statement;
  - 6.8.6. the Participants of the Competition that are registered in a foreign country must submit a document issued by an equivalent authority that in accordance with the laws and regulations of the relevant country attests to the Participant's right to perform designing.

#### 7. RUNNING OF THE COMPETITION AND EVALUATION CRITERIA

- 7.1. The Jury and the Technical Committee shall evaluate all Sketch Designs that comply with the Competition Brief. The Jury shall make a decision in a closed session, determining the winners of the Competition and the winners of the incentive prizes. The Jury's decision is final.
- 7.2. If the Participant has not complied with any of the Competition rules, the Jury may decide to disqualify the Participant in question.
- 7.3. The Jury shall not disclose the names of authors of Sketch Designs until the decision is made. If the Jury finds markings on the Sketch Design or information in the materials attached to it which could in any way identify the Participant, it shall exclude the Sketch Design from further evaluation, making a note of this in the Jury's decision.
- 7.4. The members of the Jury and the Secretary-in-Charge of the Jury are not entitled to be Participants of the Competition.
  - The Jury may invite an expert or experts as advisors for evaluation of the Sketch Designs. The experts and the Secretary-in-Charge of the Jury shall not participate in decision-making on distribution of the awards.
- 7.5. The Secretary-in-Charge of the Jury shall open the submitted Sketches in the presence of the Technical Committee in the order of their submission and hand them over to the members of the Technical Committee for determining their quantitative compliance.
- 7.6. At first the submitted Sketch Designs shall be evaluated by the Technical Committee. The Technical Committee shall prepare a conclusion on the conformity of the submitted Sketch Designs to the technical requirements set out in the Competition Brief and hand it over to the Jury. This conclusion is analytical and informative, and it does not evaluate architectural aspects of Sketch Designs.
- 7.7. The Jury may carry out a preliminary selection of Sketch Designs based on their quality and may further examine in detail and assess the selected Sketch Designs.
- 7.8. The members of the Jury shall evaluate each Sketch Design individually. After summing up the individual scores given by the members of the Jury, the Jury shall give the total score for the Sketch Design. Written minutes are taken of the Jury's discussions of each of the submitted Sketch Design and the decision-making process, which are then enclosed to the Competition report. The minutes *inter alia* should include the following information:
  - 7.8.1. information about the evaluated Sketch Designs;
  - 7.8.2. the Jury's evaluation of each Sketch Design;
  - 7.8.3. a decision on the distribution of prizes;
  - 7.8.4. a recommendation to the Organiser of the Competition on further use of the Sketch Designs.

# 7.9. The Jury shall evaluate the submitted Sketch Design according to the following evaluation criteria:

No.	CRITERION	MAXIMUM NUMERICAL VALUE OF THE CRITERION
7.9.1.	Integration of buildings into the urban landscape and compliance with the urban environment requirements	25
	7.9.1.1. Compliance of the design intent with the parameters specified in RTIAN; minimum – 1 point, maximum – 5 points	
	7.9.1.2. Compliance of the buildings with the requirements set to the quality of the urban environment; minimum – 1 point, maximum – 5 points	
	7.9.1.3. Blending of the buildings within the scale of the cityscape from the defined vantage points, minimum – 5 points maximum – 10 points	
	7.9.1.4. Quality of landscaping and environmental accessibility solutions of the design intent, minimum – 1 point, maximum – 5 points	
7.9.2.	Architectural quality of the buildings	30
	7.9.2.1. The originality and novelty of the architectural idea of the buildings, maximum – 15 points, minimum – 5 points	
	7.9.2.2. Suitability of the architectural vocabulary of the buildings for the purpose of their use and their imposing character (choice of finish materials, their aesthetic quality and colours/textures/finishes), minimum – 5 points, maximum – 15 points	
7.9.3.	Building functionality and conformity to requirements of the Brief and the Designing Programme	25
	7.9.3.1. Suitability of the layout for the purpose of the use of the buildings, also considering modern trends in the efficiency of the layout of office spaces; minimum – 5 points, maximum – 10 points	
	7.9.3.2. Rational parking solutions in the building and in the territory; minimum – 5 points, maximum – 10 points	
	7.9.3.3. The efficiency and rationality of using the maximum of the permitted territory construction area, including territories partly located within the vacant area; minimum – 1 point, maximum – 5 points	
7.9.4.	Other specific criteria at the Jury's discretion	20
TOTAL	100	

- 7.10. If the Jury does not recognize the urban design and architectural vocabulary of any of the Sketch Designs suitable for the development of the territory of the Competition project, it will not award the first place.
- 7.11. The Jury shall decide on the Competition results if no less than two thirds of the Jury's members are taking part in its session. If any member of the Jury is unable to participate in the decision-making due to justified reasons, they may be replaced by a previously agreed person.
- 7.12. The Jury shall make a decision by open voting and determine the award-winners and winners of incentive prizes. The Jury shall make its decisions by simple majority voting. Each member of the Jury shall have one vote. If the number of votes is the same, the vote of the Chairperson of the Jury shall be a decisive one. The Secretary-in-Charge of the Jury shall write down the Jury's decision in the minutes, which shall be signed by all the members of the Jury who are present.
- 7.13. After the decision has been made about the award-winners and winners of incentive prizes, the Chairperson of the Jury shall open the envelopes of the award winners containing their documents, check their compliance with the Competition Brief, disclose the mottoes and announce the names of the authors of the winning Sketch Designs and winners of incentive prizes.
- 7.14. If any shortcomings are identified or if the application or qualification of the Participant to be awarded do not comply with the Competition Brief, the Jury shall decide on options how to remedy the shortcomings or shall decide to award the prize to the runner-up, and make the final decision on the awarding of prizes and incentive prizes.
- 7.15. All the members of the Jury who are present shall sign the sheets with the motto of the award-winning Sketch Designs and information about their authors.
- 7.16. In the minutes, the Secretary-in-Charge of the Jury shall enter the mottoes and the names of the authors of the award-winning Sketch Designs.
- 7.17. After the Jury's session, the Secretary-in-Charge of the Jury shall prepare the Report on the Sketch Design Competition, accompanied by the minutes of the Jury's session containing:
  - 7.17.1. the annotation and the aim of the Competition;
  - 7.17.2. the name, address and other details of the Organiser of the Competition;
  - 7.17.3. information about the number of participants who took part in the Sketch Design Competition;
  - 7.17.4. composition of the Jury;
  - 7.17.5. the decision of the Jury and information about the winners.
- 7.18 The Jury shall make its decision not later than 6 weeks after the submission date of Sketch Designs, i.e. 12<sup>th</sup> April 2021.
- 7.19. The Secretary-in-Charge of the Jury shall publish the results of the Competition within 2 weeks (two weeks after the Jury's decision) on the website <a href="https://eastnine.metukonkurss.lv/">https://eastnine.metukonkurss.lv/</a>
- 7.20. Upon request the Secretary-in-Charge of the Jury shall issue to the Participants of the Competition who are not prize winners the submitted Sketch Designs within 2 (two) days after publication of the results of the Competition on the website of the Organiser of the Competition. If within 2 (two) months after the publication of the results on on the website of the Organiser of the Competition the Participant of the Competition does not collect the submitted Sketch Design, it will not be kept.

#### 8. **NEGOTIATION PROCEDURE**

8.1. After announcing the winners of the Competition, taking into account the recommendations of the Competition Jury for further use of the Sketch Designs, the Organiser of the Competition shall invite the winners of the Competition and/or the winners of the incentive prizes to the negotiation procedure for

- conclusion of a service contract for the elaboration of the construction design or its part for the Competition Object "Development Vision for the "Kimmel" Quarter in Riga, at Bruninieku iela 2, Stabu iela 1" and its author's supervision.
- 8.2. Upon receipt of the invitation to the negotiation procedure, the invited winners of the Competition and and/or the winners of the incentive prizes shall submit to the Organiser of the Competition the proposals that are prepared in accordance with the requirements specified in the invitation to the negotiation procedure.
- 8.3. At first the winner of the Competition will be invited to the negotiations. If during the negotiations with the first-prize winner of the Competition the Organiser fails to reach an agreement on the terms and conditions of the contract, the next highest-ranking winner will be invited to the negotiations.
- 8.4. All winners of the Competition will be provided equal opportunities of becoming a winner of the negotiations and obtaining a right to conclude the contract on development of the construction design and author's supervision.
- 8.5. The Organiser and the winners of the Competition or the winners of incentive prizes cannot agree on the terms and conditions of the contract if:
  - 8.5.1. the winners of the Competition and the winners of the incentive prizes do not sign the contract within 30 (thirty) working days from the moment of sending an offer to conclude the contract;
  - 8.5.2. the costs of designing and author's supervision offered by the award-winners of the Competition and/or the winners of the incentive prizes in the proposal of the Sketch Design exceed the financial means available to the Organiser, and the winners of the Competition and/or the winners of the incentive prizes refuse to lower them to the level of the Organiser's financial capability;
  - 8.5.3. the award-winners of the Competition and/or the winners of the incentive prizes do not have sufficient resources for development of the construction design within the deadline and scope specified by the Organiser in the draft contract, and/or they are unable to involve subcontractors necessary for development of the design;
  - 8.5.4. the award-winners of the Competition and/or the winners of the incentive prizes fail to comply with the requirements of the laws and regulations or do not comply with the criteria set out in them;
  - 8.5.5. the award-winners of the Competition and/or the winners of the incentive prizes have not submitted the documents indicated in the invitation within the set deadline or they do not arrive at the negotiations;
  - 8.5.6. the award-winners of the Competition and/or the winners of the incentive prizes fail to ensure that the foreign specialist they plan to involve has obtained a certificate recognized in Latvia in the respective regulated area.

#### 9. COPYRIGHT AND FINAL PROVISIONS

- 9.1. By submitting the Sketch Design, the Participant of the Competition shall confirm that the Organiser of the Competition shall be granted copyright to the extent allowing it to comply with the requirements of the Competition Brief.
- 9.2. By submitting the Sketch Design, the Participant of the Competition shall confirm that no works of other authors have been used in the Sketch Design without the respective authorisation and he/she shall not present the works of other authors as his/her own. The Participant of the Competition shall confirm that the submitted Sketch Design does not infringe copyright of third parties and assume full responsibility for copyright infringement, if such is acknowledged or proved by a court decision. The Participant of the Competition shall undertake independently and at his/her own expense to resolve any disputes with third parties in court regarding the ownership and/or violations of the author's personal rights and/or the author's property rights laid down in the Copyright Law, without involving the Organiser of the

Competition in any such disputes. In case a third party files a claim for copyright infringement against the Organiser of the Competition, the Participant of the Competition shall pay all expenses incurred by the Organiser of the Competition for resolving the dispute and shall undertake to provide all necessary information and take the necessary steps to resolve the dispute.

The Participant of the Competition shall be responsible for any third party claims related to the copyright to the Sketch Design and/or its parts.

The Participant of the Competition shall be liable for any damages resulting from any third party claims related to the copyright to the Sketch Design and/or its parts and/or authors' works and/or their parts used in the Sketch Design. The Participant of the Competition shall compensate the Organiser of the Competition for any damages resulting from copyright infringement which are incurred by the Organiser of the Competition due to the Participant's actions or failure to act in regard to the Sketch Design.

- 9.3. The Participant of the Competition is also responsible for any losses inflicted upon the Organiser of the Competition in case the author of the Sketch Design and/or the author of the work used in the Sketch Design or any of its parts revokes his/her work and/or exercises his/her right of retaliation.
- 9.4. Submission of the Sketch Design to the Secretary-in-charge of the Jury shall be considered to be a notification of the work (Sketch Design), unless the Sketch Design is withdrawn before the deadline for submission of the Sketch Designs.
- 9.5. The Organiser of the Competition shall have a right to publicise the materials submitted for the Competition and, if necessary, to hold an exhibition or a public discussion. The exhibition and public discussion of the Sketch Designs will be held after the announcement of the Jury's decision. When publishing and/or exhibiting Sketch Designs and/or organising a public discussion, the name of the Participant of the Competition and/or the name of the author of the Sketch Design will be indicated.
- 9.6. By submitting the Sketch Design, the Participant of the Competition shall agree to the following terms:
  - 9.6.1. the authors of the Sketch Design (Participants of the Competition) who have received the award and incentive prizes shall transfer to the Organiser of the Competition all economic rights of the author to the Sketch Design and any parts thereof, as well as property rights to the Sketch Design submitted to the Competition (material object in which the Competition work is expressed) and they shall undertake not to use the personal rights of the author in such a way that may harm the interests of the Organiser of the Competition and contradict this Brief;
  - 9.6.2. irrevocably shall authorise the Organiser of the Competition to use the awarded and promoted Sketch Design or any part thereof, and to modify it at the discretion of the Organiser of the Competition, including for further development of projects and solutions with another project developer, indicating the winner of the Competition as the author of the design as regards the scope of the work submitted for the Competition if in accordance with the cases specified in Clause 8.5 of the Brief, the Organiser of the Competition fails to agree on the conditions of the contract;
  - 9.6.3. the Organiser of the Competition is entitled to make or instruct third parties to make any changes, amendments, additions, improvements to the Sketch Design without receiving a separate approval from the winner of the Competition and the winner of the incentive prize, and in this connection they shall undertake not to exercise the right to inviolability of work for the purposes of copyright if in accordance with the cases specified in Clause 8.5 of the Brief the Organiser of the Competition fails to agree on the conditions of the contract; If such approval/consent is requested by a third party, the Participant of the Competition shall undertake to provide such approval/consent within 5 (five) calendar days from the receipt of the request;
  - 9.6.4. the Organiser of the Competition has the right to freely alienate all the rights acquired for the Sketch Design in the territory of the Competition project, real estate cadastral No. 0100 020 0001,

- located in Riga, Bruninieku iela 2, Stabu iela 1, or winners of its part.
- 9.6.5. The Organiser of the Competition shall pay the author of the Sketch Design and/or the authors of the parts of the Sketch Design used for the further development of the construction design one-time and comprehensive remuneration the total amount of which does not exceed 11,000.00 EUR (eleven thousand EUR, 00 cents) and which is determined in proportion to the amount of the prize money or the amount of the incentive prize money awarded to the Sketch Design and in proportion to the part of the Sketch Design which will be used, for the rights transferred under Clauses 9.6.2 and 9.6.3 of the Brief, if in accordance with the cases specified in Clause 8.5 of the Regulations, the Organiser fails to agree on the terms of the contract.
- 9.7. Upon receipt of the award or incentive prize, the Participant of the Competition shall transfer the author's property rights to the organiser of the Competition in the maximum amount possible in accordance with the provisions of applicable laws and regulations. If the scope of the rights to be transferred is expanded by the provisions of the laws and regulations, it shall be deemed that the Participant of the Competition has transferred the rights to the Organiser of the Competition also in this extended scope. In addition, the Participant of the Competition shall undertake not to exercise the author's personal rights in such a way that they may harm the interests of the Organiser of the Competition. The prize money or incentive prize money paid by the Organiser of the Competition is a one-time and comprehensive remuneration for the right of the Organiser of the Competition to further use the Sketch Design of the winner of the Competition and the recipient of the incentive prize or any part thereof.
- 9.8. In cases where the Participant of the Competition is not the author of the Sketch Design in the meaning of the Copyright Law, he/she shall confirm that before submitting the work he/she has acquired all the necessary economic rights of the authors in order to be able to fully comply with the Brief, including but not limited to the alienation of copyright and commitment not to exercise the author's personal rights (e.g. the right to inviolability, retaliation, withdrawal of the work, etc.) in case when prizes and incentive prizes are awarded.
- 9.9. The issues that are not covered in this Brief shall be resolved in accordance with the laws and regulations of the Republic of Latvia.

## 10. APPENDICES TO THE COMPETITION BRIEF

The Brief has the following appendices:

- 10.1. Appendix 1. Designing Programme of the Competition.
- 10.2. Appendix 2. A list of competition source materials (to be used together with the attached file "Source\_materials\_of\_the\_Competition")
- 10.3. Appendix 3. A form for disclosure of the motto.
- 10.4. Appendix 4. The application of the Interested Participant for participation in the Competition.
- 10.5. Appendix 5. The declaration of the Interested Participant of the involvement of the required human resources.
- 10.6. Appendix 6. A description of the Interested Participant of his/her experience in provision of equivalent services.
- 10.7. Appendix 7. A form of estimated costs of development of the construction design and provisional costs of author's supervision.