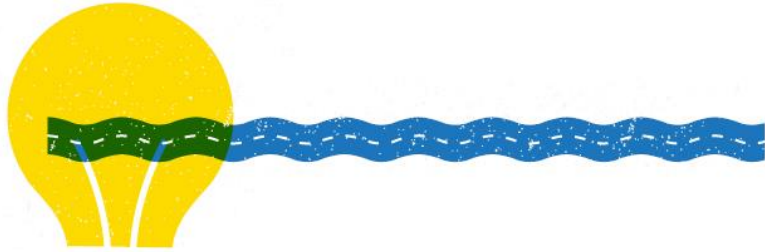


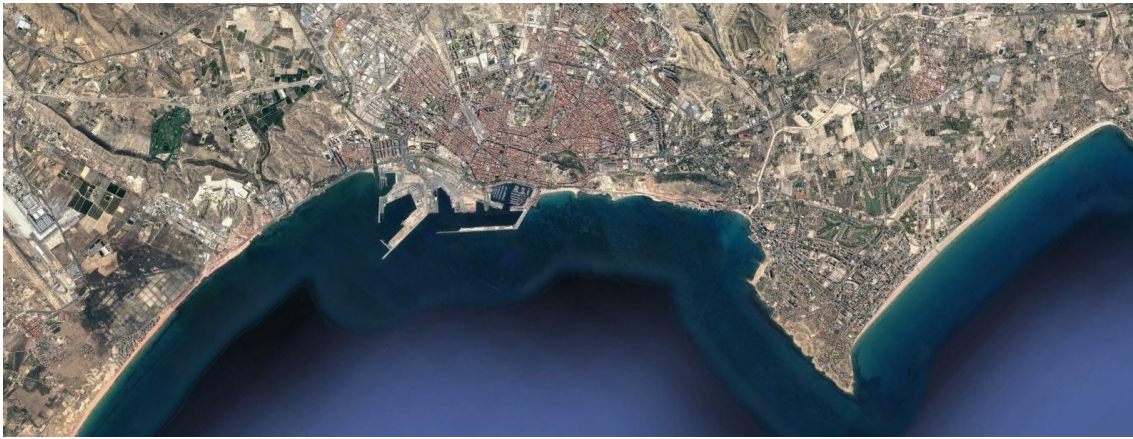
CONCURSO INTERNACIONAL DE IDEAS

CORREDOR LITORAL DE ALICANTE



INTERNATIONAL COMPETITION OF IDEAS

COASTAL PASSAGE OF ALICANTE



ADMINISTRATIVE CLAUSES

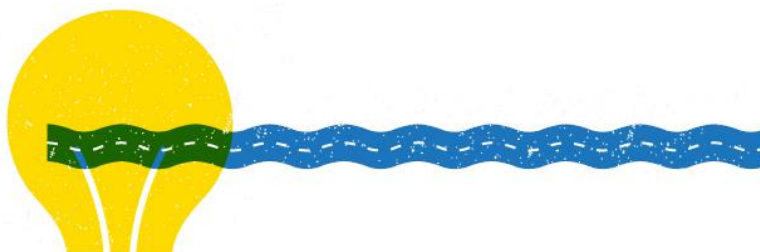
SHEET OF PARTICULAR ADMINISTRATIVE CLAUSES THAT MUST RULE THE COMPETITION OF IDEAS FOR THE COASTAL PASSAGE OF ALICANTE

Tengo en la otra parte de este paseo el horizonte del mar cuya línea discurre de forma muy pura, sólo quebrada por los sueños que admite y por algún barco que se pierde en la lejanía o tal vez en la mente. De ese lado se halla lo menos contaminado de uno mismo, y también todos los lugares que uno nunca podrá alcanzar pero que ya los posee con sólo desearlos.

El muelle. Manuel Vicent

[Spanish poem talking about the good things the sea harbours]

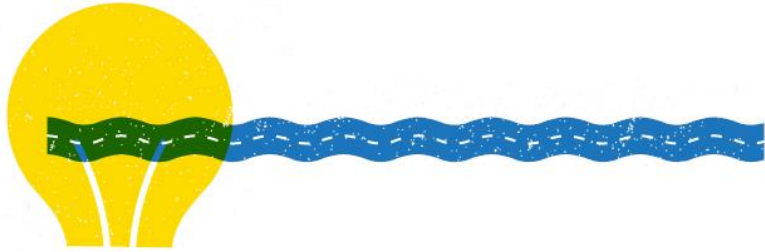
I have on the other part of this promenade the sea horizon whose line passes in a very pure way, only broken by the admitted dreams and by some boat missed in the distance or maybe in our minds. On that side the least contaminated part of us can be found, and also all the places which one person shall be able to reach but already has them only dreaming about them.



INDEX

I.	GENERAL PROVISIONS.....	4
1.	INTRODUCTION.....	4
2.	PURPOSE OF CALL.....	4
II.	CONTRACT PROVISIONS.....	6
3.	EXHIBITION	6
4.	INTELLECTUAL PROPERTY AND COPYRIGHT	6
5.	AWARDING	7
6.	BUDGET FOR THE CONSTRUCTION MANAGEMENT	7
7.	VALIDITY AND GUARANTEE.....	7
8.	FORMALISATION OF CONTRACT.....	7
9.	TERM FOR COMPLETION.....	8
10.	REVISION OF PRICES	8
11.	RESPONSABILITIES OF AWARD RECIPIENTS.....	8
12.	METHOD OF PAYMENT.....	9
13.	MEETING DEADLINES AND PENALTY FOR DELAY	10
14.	EXPIRATION OF CONTRACT	10
15.	PREROGATIVES OF THE ORGANIZER AND COMPETENT BOARDS.....	11





Special Thanks

The Municipal Tourist and Beaches Board of Alicante and the Urban planning Councillorship would like to thank all the support and passionate and altruistic work of those people who have cooperated with the organization of this competition, as well as the creation of these sheets, whose contributions, apart from enriching the comprisal of the presented territory, are an exceptional aid in the boost of a shared project.





I. GENERAL PROVISIONS

1. INTRODUCTION

Alicante Town Hall promotes, through the Municipal Tourist and Beaches Board of Alicante and the Urban planning Councillorship, an international competition of ideas with the aim of creating a project of Coastal Passage, with an intervention in the whole coastal front of the Municipal Boundary of Alicante with the purpose of connecting in a pedestrian way all the coastal sections and generate a continuous path, integrated in the environment and allowing creating places for new opportunities.

2. PURPOSE OF CALL

The aim of this competition is the order and design of the existing public space in the fringe area bordering the sea, 20km-long approximately, covering the Municipal Boundary of Alicante from El Campello to Elx, having a variable width and being drawn in the cartographic base of the attached documents to the competition Sheets.

The contestants will be free to redefine the scope of the competition whenever it is adapted to the concept of "coastal passage" and to the influential area of the setting originally stated, and being the variation justified with technical arguments reflecting and assuming the impact which an alteration might have on other spaces.

Its development must allow a gradual deepening in the study of the whole coastal fringe and its sections.

Such purpose is materialized when selecting the technical team who will draw up the design and order of the mentioned areas through the required documents, as well as the Basic and Implementation Projects, the Safety and Health Study and the Environmental Impact Study, of the works in sections 2.3 and 4.1 of such Coastal Passage defined in Section 6 of the Sheet of Particular Technical Provisions.

This competition is found in article 184.2 of the Consolidated Version of the Contracts Act of the Public Sector passed by Legislative Royal Decree 3/2001, November 14th and entails, whenever the requirements of technical solvency found in this sheet are met, the direct awarding to the winner of the contract of services for the draft of the aforementioned projects, through a procedure manage with no publicity, according to the effects foreseen in article 174.d of the Consolidated Version of the Contracts Act of the Public Sector.

The solutions are free with the only limit of meeting the objectives set and fulfilling the starting conditions established by this competition through the Sheet of Technical Specifications.

CPV: 71200000-0: Services of Architecture and related services.

For those things not found in the sheets, this competition of projects shall be regulated by the Legislative Royal Decree 3/2011, November 14th, by which the Consolidated Version of the





Contracts Act of the Public Sector is passed, (hereinafter TRLCSP), by Royal Decree 817/2009, May 8th, by which Law 30/2007 is partially developed, October 30th, of Contracts of the Public Sector (RD 817/2009); by the General Regulations of the Contracts Act of Public Administrations, passed by Royal Decree 1098/2001, October 12th (RGLCAP), in everything not opposing the previous one, as well as the Sheet of legal-administrative conditions to regulate the administrative contracts formalized by Hon. Alicante Town Hall. The enforcement of these regulations shall be carried out according to everything not being affected by the only derogative provision of the TRLCSP. In any case, the aforementioned legal and regulatory regulations shall be enforced in everything not opposing the TRLCSP.

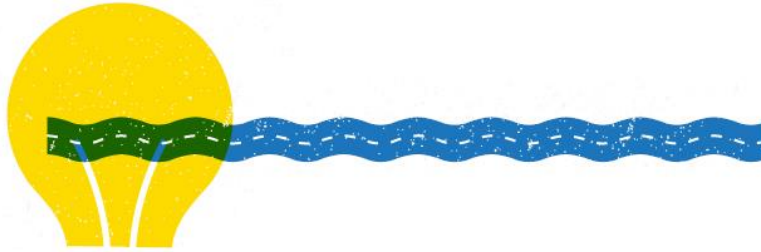
In a subsidiary way, Law 39/2015, on October 1st, of the Common Administrative Procedure of Public Administrations (BOE – Official Spanish Gazette- , 236 October 2nd) and the remaining administrative law regulations and, otherwise, the ones of private law shall be enforced.

Procedure and way of awarding:

According to regulation found in article 184.2 of the TRLCSP, the following procedure shall adopt the form of Competition of Projects, with jury intervention and structured in two stages speaking of a draft, of free audience, for the formulation of proposals according to the objectives specified in the Sheet of Technical Specifications.

This competition call is protected by the credit recorded in the budgetary implementation 42-432-22706 STUDIES AND TECHNICAL WORKS of the budget of the Municipal Tourist and Beaches Board of Alicante.





II. CONTRACT PROVISIONS

3. EXHIBITION

Once the Competition is settled, all the submitted proposals and admitted shall be able to be duplicated by the organizers of the competition and exhibited to the public until the end of the possible exhibitions. They shall be able to appear on a publication where all the names of the authors shall be stated except if the contestant has previously sent an email to corredor.litoral@alicante.es or has submitted a general request to the Registry of Alicante Town Hall stating that he/she prefers to remain anonymous if not being a winner.

4. INTELLECTUAL PROPERTY AND COPYRIGHT

The authors will retain the intellectual property of the works presented.

The contestants will assign to the Municipal Tourist and Beaches Board of Alicante and to the Alicante Town Hall the exploitation rights that correspond to the object of the publicity of the competition and its results, such as the publication, edition in book, and exhibition of the presented works, although those non-winner contestants who would have requested it will remain anonymous. The price of the transfer of the exploitation rights regulated in this section is included in the economic benefit of the competition.

The contracting of the drafting of the projects of the corridor sections, except those numbered 2.3 and 4.1, is outside the scope of this competition. Whenever such contracting is carried out including the express obligation to comply with the guidelines stipulated in the winning project of this competition, it must be communicated to the Winning Project Director or person to whom it delegates (as the owner that is, the copyright of said design guidelines). Likewise, any possible modifications during the preparation and direction of work that may arise with respect to projects drafted in accordance with the guidelines of the winning project of this competition (except those resulting from the application of sectorial regulations not contemplated), must be communicated to the Director of the winning project of this competition, or person to whom it delegates. Participation in the competition also entails the consideration or remuneration of the assignment of the author's rights to execute by the convener the winning work projected, provided that the above conditions are fulfilled.

The winner guarantees that the works that are developed under the contract object of this competition, are free of intellectual or industrial property rights of third parties and guarantees the peaceful exercise of the intellectual property rights ceded, stating that it has not contracted, in the present, nor will it contract in the future, agreements or compromises, which may or may jeopardize the rights that correspond to the Municipal Tourist and Beaches Board of Alicante, the Alicante Town Hall or third parties.

Notwithstanding the foregoing, all participants may use those materials that they deem relevant for the purposes of dissemination and promotion of their work, but never before the award decision.





5. AWARDING

The awarding shall be made according to the criteria stated in this Sheet, being the Jury empowered to declare void the contracting if any of the proposals was suitable.

In the event that the awardee would not meet the requirements established in this Sheet prior to the signing of this contract, or would not sign it, the awarding body shall make the corresponding decision, being able to, in any case, offering the contracting to another proposal following the same procedure.

Before the awarding, the Municipal Tourist and Beaches Board of Alicante and Alicante Town Hall shall be able to ask for supplementary documents, clarifications or modification of the proposals felt appropriate to make the best choice.

6. BUDGET FOR THE CONSTRUCTION MANAGEMENT

Due to the special characteristics of the different interventions needed in each one of the defined sections of the passage, it shall be very difficult to set the budget amount for the material execution of works. However, an average amount of 500€/ml for the whole length has been set. The way to distribute the amount of money according to each one of the sections and the interventions submitted for each one of them shall depend on the participant team's decision. In sections 2.3 and 4.1, which shall be subject to the making of the corresponding drafts in STAGE 2 of the competition, and of the Basic and Execution Projects by the team finally awarded, the previous rule shall be taken into account, giving an amount, not higher than 500€/ml for the approximated 1200 ml of passage (Section 2.3: 850 ml. Section 4.1: 350 ml). A non-substantial variation in the length of the passage for both sections shall be admitted (higher or lower than 15%).

7. VALIDITY AND GUARANTEE

The contract shall be valid from the formalization date until the finalisation of activities stated in it.

The guarantee period shall be the same as for the execution, reception and end of works, without prejudice to any other legally stated.

8. FORMALISATION OF CONTRACT

Once the competition of ideas comes to an end, within a maximum time period of 30 natural days, the formalization of the contract with the winner shall be carried out to start the Projects, after presentation of the final guarantee as established in art. 95 of the Consolidated Text of the Public Sector Contracts Law (TRLCSP), and the insurance policies required.

The contract will be formalized in an administrative document, in accordance with the provisions of art. 135 of the aforementioned Consolidated Text.

In case the winner of the competition shall not be able to hire the ascribable, shall have no right to be compensated.



9. TERM FOR COMPLETION

The period for the execution of the Basic Project shall be one month from the signing of the contract and for the Implementation Project, the Safety and Health Study and the Environmental Impact Study shall be two month after such signing.

When some delays take place because of non-chargeable reasons to the awardee and he/she offers to meet his/her commitments if the period for the execution of the contract is extended, a period, equal to the time wasted shall be granted, unless the awardee would request a shorter one.

The execution period shall be able to be modified if in the circumstances stated in the essential documents for the contracting was necessary to modify the contract. In such case, the competent body shall include in the approval of such modifications, the period extension corresponding to its execution, being proportional to the increase percentage which this might cause. The period extension to cover the delays which the file processing might have caused shall be considered.

The extension request by the contracting party shall be made within a maximum time period of a month from the day of the reason causing such delay and always before the termination of the contract, understanding that he/she refuses the right when the application has not been submitted within the aforementioned period.

10. REVISION OF PRICES

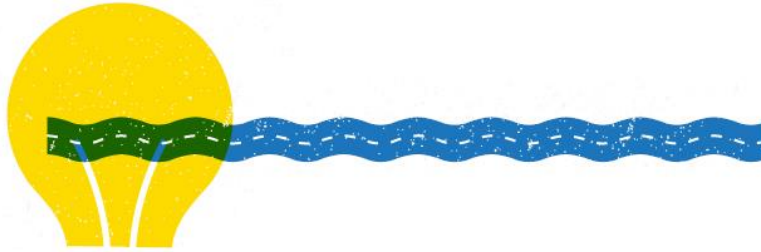
The awarding price of the works stated in this Sheet shall not be subject to any kind of revision.

11. RESPONSABILITIES OF AWARD RECIPIENTS

In case of being the competition awardee, prior to the Alicante Town Hall, the following documentation, which shall have an earlier date to the deadline for the submission of proposals, shall be submitted:

- Capacity to act.
1. If the company was a legal entity, the deed or constitution document, the articles of association or foundational act where the rules which regulate its activity are stated, dully registered, in its case, in the Public Registry according to the type of legal entity, as well as the VAT number (company tax code), all this original or authentic copy according to legislation in force, or copy being notarised by an authorised civil clerk. These documents shall have the legal regulations of the bidder at the moment of the proposal submission.
 2. If it is an individual businessman/woman, ID or document which legally replaces this one, an authentic copy according to legislation in force, or copy being notarised by an authorised civil clerk.
 3. Capacity to act of the non-Spanish businessmen/women, who are members of the European Union, shall be accredited through their registration in the appropriate registry, according to the State Legislation where they are settled or through a Good Faith Statement according to the applicable community regulations.
 4. When it is about foreign companies not stated in the above paragraph, a report from the Spanish Embassy in the corresponding State or from the Consular Office whose territorial field resides in the company address, where it shall be said that, prior to company authorization, they are





registered in the local professional, commercial or analogous Registry, or otherwise, that they usually work in the local traffic in the activities aimed at this contract.

They shall equally submit a report from the Spanish Embassy, accrediting that the State where this foreign company comes from also admits the participation of Spanish companies in the contracting with the Administration and the Public Sector. In the contracts subject to reconciled regulation, the reciprocity report regarding the companies of Signatory States of the Agreement on Public Contracting of the World Trade Organization shall not be necessary.

5. The foreign companies shall submit all their documents officially translated into Spanish.

- Acceptance of credentials.

Those who appear or sign proposals on behalf of another person or represent a legal entity, shall submit a notarial certificate duly attested by an attorney of the Legal Consultancy of Alicante Town Hall. To obtain such certificate prior to the submission of general documentation, and to be included in the envelope with all the administrative documents, the following documents shall be submitted to the Legal Consultancy:

1. Original ID of the representative or notarised copy.
 2. Certificate of incorporation and power of attorney where the appointment is stated, the current validity of such position and the capacities of the company representative to participate in public tenders. Original documents (first or consecutive copies) or testimony of those documents issued by a Notary shall be submitted.
 3. Unless it is about special powers given for the tender, such powers shall be registered in the Commercial Registry.
 4. Certifying receipt of tax return for the issuance of administrative documents.
- Certificates proving to be current to the fulfilment of tax liabilities, with Social Security and the Local Treasury.
 - Jurisdiction of foreign companies.

Foreign companies shall submit a statement to be subject to jurisdiction of Spanish Courts and Tribunals of any order, for all the incidences which direct or indirectly might arise from the contract, waiving, in that case, their foreign privilege which might belong to them.

- Degrees

Original or notarised copy of the Bachelor's degree of Architecture; highways, canals and ports Engineering, and Environmental Sciences.

12. METHOD OF PAYMENT

This competition of projects with jury-board intervention shall be developed in two stages.

In the first stage, the jury-board shall be able to select a maximum of five proposals to be carried out as a draft in the second stage.

The payments given in this stage shall be as follows:





Each one of the five selected finalists, for having participated in the second stage, not the winners, shall receive a payment of TEN THOUSAND Euros (10.000 €) VAT included in the form of professional fees for the work to be carried out in the second stage of the competition.

Some additional mentions shall be made, as many as the jury considers appropriate, with no funding.

The awarded team of the competition, for being the winners of STAGE 2, shall get the order to draft the Basic and Implementation Project, the Safety and Health Study and the Environmental Impact Study.

Professional fees regarding the Basic Project draft shall be FIFTEEN THOUSAND Euros (15.000€) VAT included.

The expected fees for the Implementation Project, the Safety and Health Project and Environmental Impact Study hiring shall be TWENTY-FIVE THOUSAND Euros (25.000€) VAT Included, which shall be distributed in the negotiation stage to settle the specific terms of hiring services.

To hire these works, the awarded team shall give credit to the technical skills requires in section 1 of this sheet (Requirements to participate. Minimum conditions)

All the amounts of money of the remunerations related to this article shall be considered as having the VAT Included, advising that in case of a natural person (professional) being awarded with the contract, the legal part of the PIT (Personal Income Tax) shall be deducted.

13. MEETING DEADLINES AND PENALTY FOR DELAY

The awardee shall be forced to meet the deadlines.

The unfulfilment of these deadlines for chargeable reasons shall lead to arrears automatically.

The Municipal Tourist and Beaches Board of Alicante and Alicante Town Hall reserves the right for compensation of damages if the awardee shall not meet the requirements, but he/she shall not be exempt from meeting the contractual obligations.

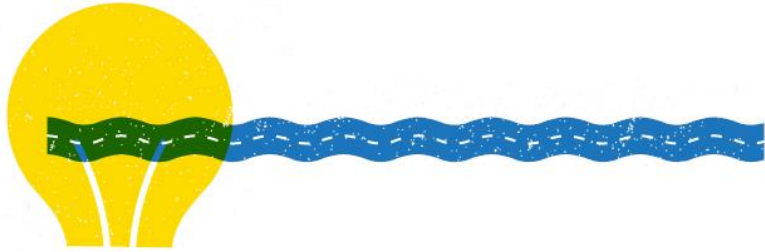
14. EXPIRATION OF CONTRACT

The contract shall expire either for completion or compliance, or termination.

The following ones shall be causes for termination:

1. The unfulfilment of the clauses stated in the Sheets that regulate the contracting, their Annexes, the contract or any other documents related to the contract.
2. The individual contractor's decease unless the heirs offer to carry out the contract under the same conditions stated in it.
3. However, the contractor shall accept or refuse such offer, where, in this last case, the heirs shall not have right to be compensated by the rest of the non-executed contract.
4. The extinction of the status as a legal entity of the mercantile society of the contractor, unless the heritage and organization of the extinct company shall be incorporated to another entity, where the latter shall assume the obligations of the other one and whenever the new entity,





within a 1-month period, offers to carry out the contract under the conditions stated, Alicante Town Hall shall admit or refuse the offer, without having the right to be compensated in this latter case.

5. Mutual agreement between Alicante Town Hall and the contractor.
6. The transfer of the contract to third parties without the contractor's consent.
7. Declaration of bankruptcy or suspension of payments to the contractor.
8. Any other reason expressly stated in the Sheet of Technical Conditions and specifications, in the contract or in the one established by the Public Sector Contracts Law.

When the contract shall be terminated for ascribable reasons to the contractor, the contractor shall pay for the full deposit, reserving the right to claim for damages caused exceeding the amount of the seized guarantee.

15. PREROGATIVES OF THE ORGANIZER AND COMPETENT BOARDS

The Municipal Tourist and Beaches Board of Alicante and Alicante Town Hall are empowered to solve as many queries as might arise during the development of the competition, about the interpretation, modification and effects of the Competition Sheets.

Any type of controversy or dispute which might arise as consequence of the enforcement or interpretation of these Sheets shall be submitted for debate to be terminated, managed by the Mediation Institution or mediators that the parties, by mutual agreement, decide.

The Courts and Tribunals of the civil jurisdictional order based on Alicante shall be competent to know as many disputes as may arise from the enforcement of the current Terms and Conditions.

