

Architectural and urban planning competition for the preparation of an architectural concept together with land development concept for the investment providing for the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska street in Warsaw

APPENDIX NO. 1 TO THE COMPETITION REGULATIONS

The procedure is conducted in Polish. The English version of the Rules and Regulation is only an auxiliary material.

ESSENTIAL PROVISIONS OF THE AGREEMENT ON THE PUBLIC ORDER FOR THE PREPARATION OF A COMPREHENSIVE DESIGN DOCUMENTATION AND PERFORMING THE PROJECT ARCHITECT'S SUPERVISION

ARTICLE 1

SUBJECT MATTER OF THE AGREEMENT

1. The subject matter of the Agreement is to prepare comprehensive design documentation and performing the project architect's supervision over the investment consisting in rebuilding the Saski Palace, the Brühl Palace and tenement houses at 6, 8 and 10/12 Królewska Street in Warsaw.
2. The performance of the subject matter of the Agreement shall take place based on a division of the Agreement into stages:
 - 1) Stage 1 – Multi-trade Conceptual Design (MCD);
 - 2) Stage 2 - Building permit design including obtaining the Building Permit Decision (BP);
 - 3) Stage 3 - Detailed Design (DD);
 - 4) Stage 4 - Detailed Technical Specification, bill of quantities, Investor's cost estimates, tender documentation;
 - 5) Stage 5 - Performing on-site design supervision over the performance of construction and installation works as regards all trades.
3. The subject matter of the Agreement shall include, as part of a given stage, in particular:
 - 3.1. As part of STAGE 1:**
 - 1) Implementation of post-Competition recommendations and preparing a multi-trade conceptual design based on the winning Competition Work, in the scope necessary to allow appropriate assessment of all architectural and construction and trade-related as well as spatial and functional aspects, including relations of the designed buildings with the existing surroundings and neighbouring buildings, taking into account risks, which allows estimating the costs of Investment implementation and forms the basis for arrangements with administrators of utilities and other units and authorities. This scope includes the performance of the following, in particular:
 - a) Site development plan (drawings and description);
 - b) Architectural and construction concept (drawings of all floor and roof plans, all facades,

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- characteristic cross-sections of each building and a description);
- c) Structural concept (description);
 - d) Road concept (drawings and description);
 - e) Sanitary system concept (description);
 - f) Power supply system concept (description);
 - g) Telecommunications concept (description);
 - h) Landscape architecture concept (drawings and description);
 - i) Lifelike 3D visualisations (external views of all buildings as seen from the square, the Saski Garden and streets and views of courtyards - from the street level and bird's eye views, views of characteristic rooms and spaces, including: entrance halls and receptions of individual functions, a multi-functional hall with a foyer, an assembly room of the Senate of the Republic of Poland, a study of the Marshal of the Senate of the Republic of Poland together with the protocol room and the office, an example of a conference/commission room, a study of the Voivode and the office, a multimedia room, rooms of the Crisis Management Centre, a workshop room, an example of a corridor and a hall, a space for displaying 2 temporary exhibitions, a space for children, an example of a study, an example of an office room, an example of a toilet/washing facilities for visitors/guests, a commercial room/bookstore, view towards the garden and Minister Józef Beck pavilion) - printouts in the A3 format and in an electronic version (high-resolution .tif files)
 - j) Elevator traffic rules;
 - k) A concept of applying renewable energy sources together with the energy balance (description);
 - l) An estimated pricing of the investment broken down into individual trades;

3.2. As part of STAGE 2:

- 1) preparation of the design documentation - as regards works related to the preparation of the design and tender documentation, the Contractor's duties will be to prepare full documentation in the scope that is necessary to correctly perform construction works, in accordance with applicable technical and construction regulations, principles of knowledge and top-level technical culture, along with obtaining a final building permit decision. This scope covers, among others:
- 2) preparation of the building permit design in the scope that is necessary to correctly perform construction works, in accordance with applicable technical and construction regulations, principles of knowledge and top-level technical culture, including:
 - a) drawing up a site development plan,
 - b) drawing up an architectural and construction design,
 - c) drawing up multi-trade technical designs containing, among others: the structure and designed technical and material solutions,
 - d) obtaining the final building permit decision,
 - e) should any changes in arrangement, finishing or the shape of rooms or changes in facades elaborated as part of the Multi-trade Design Concept take place - drawing up lifelike 3D

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visualisations of elements subject to the abovementioned changes

3.3. As part of STAGE 3:

- 1) drawing up multi-trade detailed designs that should supplement and clarify the building permit design in its final version, in the scope and degree of precision that is required for the correct performance of construction works, containing, among others:
 - a) detailed design of the architectural trade (together with a site development plan, reports generated by BIM that confirm lack of inter-trade collisions and a design providing for incorporating original and historic elements),
 - b) detailed design of the construction trade, together with designs of other elements whose purpose is to transfer horizontal and vertical forces, e.g. retaining walls, balustrades, terrain stairs, foundations/setting of street furniture and devices, fences, technical grids and technical platforms;
 - c) executive road design together with designs of structures and surfaces of footways, shared zones and driveways as well as permanent traffic organisation designs (including permanent traffic organisation in underground garages and delivery zones);
 - d) detailed design of the sanitary system,
 - e) detailed design of the electrical system,
 - f) detailed design of the telecommunications system,
 - g) design of the multimedia presentation system,
 - h) design of the AV system,
 - i) illumination design,
 - j) greenery design including street furniture, garden furniture and garden installations (lighting, automatic watering systems, other - if necessary),
 - k) design of heating systems,
 - l) fire protection design with a fire scenario, matrix controlling the firefighting devices and systems in an event of fire, fire safety instructions design and design of extinguisher and fire information sign locations as well as, if necessary, a CFD computer simulation of fire and smoke spread and a fire expert opinion;
 - m) detailed design of interiors of common areas and characteristic rooms (in particular reception, halls, foyer, cloakroom, corridors, staircases, garages and delivery zones, toilets for guests/visitors administrative, sanitary, utility, staff and technical rooms, conference halls, assembly hall of the Senate of the Republic of Poland, multifunctional room, office rooms and studies, server rooms) as well as arrangement of passenger and passenger-and-cargo lifts.
 - n) detailed design of permanent room equipment (in particular, all pieces of integrated furniture in office and administrative rooms, the assembly hall of the Senate of the Republic of Poland, the multifunctional hall, reception areas, executive rooms, kitchen facilities, hall, cloakrooms for guests, toilet equipment) together with guidelines concerning movable interior equipment (including an overview of movable interior equipment).

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- o) detailed design of the visual identification system, both indoors and outdoors
- p) detailed design of the building facade illumination
- q) detailed design of permanent display of underground relics
- r) acoustic guidelines for internal and external partitions, rooms (especially for rooms with qualified acoustics and rooms requiring reverb limitation, high comprehensibility of speech or confidentiality of conversations) as well as devices and systems, design of acoustic systems in studios, the multifunctional hall, the assembly hall of the Senate of the Republic of Poland, conference rooms, other rooms in which acoustic aspects are important given their functions and/or specificity of these rooms and in common areas, designs of anti-vibration and vibration-damping systems for structural elements as well as devices and systems, including supports and suspensions, expert opinion of the acoustic background and vibration emitters, taking account of the surroundings of the designed unit and designed elements
- s) if necessary - other specialist designs concerning solutions and functions adopted in the design documentation;
- t) room sheets and material guidelines;
- u) should any changes in arrangement, finishing or the shape of rooms or changes in facades indicated in Article 1(2)(1) of this Agreement take place - drawing up lifelike 3D visualisations of views subject to the abovementioned changes.

3.4. As part of STAGE 4:

- 1) drawing up bills of quantities,
- 2) drawing up Detailed Technical Specifications for all fields of works necessary to be performed, from the point of view of investment functions and purpose;
- 3) drawing up investor's cost estimates;
- 4) preparation of tender documentation.

3.5. As part of STAGE 5:

- 1) performance of the multi-trade on-site design supervision - over the performance of works, including construction works, based on the design and tender documentation drawn up, as well as performance of other duties as part of the stage of selecting a General Contractor of construction and installation works and their performance;
4. As part of Stage 3, 4 and 5, the responsibilities of the Contractor shall include the preparation, for the Employer's needs, multi-trade construction and detailed designs containing descriptions of construction and installation works, using trademarks, patents or origins, i.e. in a manner that clearly indicates each material, device or element to be used or integrated as part of the performance of works related to erecting, finishing and furnishing the facilities as part of the Investment. A detailed manner of preparing the documentation version referred to in the above sentence shall be arranged between the Employer and the Contractor at an Agreement

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performance stage.

5. For the purpose of this Agreement, documentation shall also be understood as component parts of design, construction and executive documentation, such as preparatory, accompanying and supplementary studies, reports, inventories, analyses, permits, decisions and other materials required for the correct preparation of the design documentation, obtaining permits and decisions required by law and performance of construction and installation works based on the documentation drawn up.
6. The Employer shall accept submitting Stage 3 and 4 documentation jointly.

Article 2

OBLIGATIONS OF THE CONTRACTOR

1. Under the Agreement, the Contractor undertakes to:
 - 1) introduce changes required by the Employer to the architectural concept selected as part of the Competition (introduction of post-competition recommendations);
 - 2) submit representations on the completeness of documentation, its compliance with the applicable regulations and confirmation of the incorporation of remarks and recommendations of the Employer - at each stage of performance of the contract;
 - 3) represent the Employer before authorities and entities involved in the designing process;
 - 4) take account of all costs and fees related to the performance of the subject of the contract;
 - 5) ensure the verification of design documentation by persons holding relevant authorisations;
 - 6) draw up other studies resulting from the conditions set out by owners and administrators of the real property and infrastructure that neighbours on or potentially collides with the Investment;
 - 7) perform duties and cooperate with the Employer at the stage of tender proceedings for the selection of a contractor of construction works to be performed based on the design documentation drawn up as part of the Agreement. This cooperation shall consist in particular in:
 - a) providing explanations and answering questions of potential contractors of construction and installation works taking part in the proceedings for awarding the public contract, as regards the documentation in question - upon Employer's each request;
 - b) potentially introducing corrections/changes to bills of quantities or the building permit design and detailed design as well as to the Detailed Technical Specifications, i.e. corrections/changes that arise from replies or the Employer's stance towards the abovementioned questions of contractors taking part in the proceedings for awarding the public contract;
 - c) making necessary changes and supplementing the documentation without delay, at a stage of preparing and conducting the proceedings for awarding the public contract for the performance of construction works, in a manner that allows performing

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activities as part of these proceedings within time frames provided for in the Public Procurement Law and set forth by the Employer;

- the Contractor shall perform the abovementioned activities under remuneration for the performance of Stage 1, 2, 3 and 4.

- 8) drawing up individual technical documentation when the need for obtaining a permit for individual application of a construction product in a civil structure arises.
- 9) drawing up (updating initial) utility demand balances, including drawing up concepts for powering facilities for the purpose of submitting applications for issuing statements of conditions to administrators and arranging the connection conditions with administrators;
- 10) drawing up geological and engineering documentation and geotechnical documentation in the scope that is necessary for designing and providing safety of construction and use of the designed facilities;
- 11) obtaining target connection conditions (technical and executive conditions, approvals, arrangements, permits), statements of conditions for the collision removal, modification and extension of the network; cooperation with the Employer in the scope of concluding agreements with administrators (including cooperation in the scope of preparing applications for the conclusion of agreements, determining conditions for servitude, annual utility consumption forecasts, etc.);
- 12) obtaining a statement of conditions of construction or modification or renovation of driveways from public roads to the Investment area, together with arranging the designs of these driveways; cooperation with the Employer in the field of discussions with municipal organisational units with respect to the impact of the Investment on the traffic, arranging the scope of interference of the Investment in public roads;
- 13) drawing up energy characteristics of the buildings
- 14) drawing up a scenario of events in the event of a fire, preceded by computational fire simulations (CDF) along with their potential updating at the detailed design stage;
- 15) arranging (on the Contractor's request, on behalf of the Employer) the location of the designed networks during the Coordination Meeting(s) (formerly "documentation arrangement team"), referred to in Article 28b of the Surveying and Cartographic Law;
- 16) drawing up and arranging with the Employer (or an indicated representative of the Users Team) the designs of technological systems and facility furnishings;
- 17) drawing up (detailed design stage), separately for each trade, Detailed Technical Specifications, containing, in particular, lists of requirements necessary to define the standard and quality of the works in the scope of the manner of construction work performance, quality of construction products, and assessment of the correctness of performance of individual works;
- 18) obtaining (if necessary) additional recommendations from the monument protection services with regard to designing at the meeting point with the historic substance;
- 19) if necessary, updating the environmental decision and location decision, decision permitting the clearing of trees and shrubs, decision of the Regional Directorate for

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Environmental Protection allowing derogations from prohibitions concerning certain species of animals, plants or fungi covered by species protection;

- 20) drawing up a statement of water management conditions and obtaining a water management permit on behalf of the Employer or submitting an uncontested water management application;
- 21) preparing relevant applications (in cooperation with the Employer) and obtaining on behalf of the Employer all necessary arrangements and administrative decisions that allow the performance of construction and installation works; the division of the Investment scope (if necessary) should be arranged with the Employer.
A final decision concerning the potential division of the Investment scope and obtaining separate administrative decisions for separate, independently functioning parts of the Investment, shall be the responsibility of the Employer.
- 22) participating in Design Meetings and Technical Councils;
- 23) determining and arranging with competent owners/administrators the proposed method of dealing with materials/elements coming from disassembly/demolition works, in a written form (to be submitted to the General Contractor as guidelines for dealing with such materials);
- 24) drawing up information for the Safety and Health Protection Plan (taking account the specificity of the site);
- 25) drawing up a traffic organisation design for the road infrastructure and drawing up a traffic trajectory model (including making potential arrangements);
- 26) preparing Investor's Guidelines for the Employer and General Contractor concerning the performance of construction and installation works and putting the Investment into use. The Guidelines should describe preparatory, organisational and logistical actions that safeguard the Investment implementation, including the identification of key and indispensable conditions and methods of performing works and putting the task into use.
- 27) resolving uncertainties, conducting analyses of alternative variants, preparing opinions as regards applying design/material solutions, i.e. *"the advisory function"*.
- 28) preparing monthly reports - advancement of design works, issues requiring arrangement, problems, risks, etc.
- 29) keeping the *"Register of design work downtime"* and submitting it, at least once a month (should any downtime take place) for the Employer's acceptance;
- 30) determining possibilities and methods of providing utilities for the purpose of construction, space for locating the construction site's back facilities, the need and method of excavation drainage and possibility of connecting the construction site;

2. Responsibilities of the Contractor at the design work stage:

- 1) participation in Design Meetings organised either by the Investor or at the Contractor's request; arrangements made during the abovementioned Meetings shall be binding for the Parties hereto;
- 2) coordination of works performed by subcontractors;

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- 3) coordination and cooperation with the Employer as regards detailing and preparing all assumptions concerning BIM and preparation and transfer of BIM documentation at each stage hereof;

3. Responsibilities of the Contractor as part of designing and preparing the Investment model using BIM (Building Information Modelling)

- 1) As part of preparing all studies resulting from the Agreement and at each of its stages, the Contractor shall be obliged to design using BIM;
- 2) The Contractor, within the time frame laid down in the Agreement, shall prepare BEP (BIM Execution Plan) and arrange it with the Employer and the Investor's Project Supervision; the arranged BEP shall be binding for the Contractor;
- 3) BIM shall be executed based on the CDE (Common Data Environment) platform to be provided by the Employer;
- 4) Digital documentation in BIM shall be used at all Investment lifecycle stages;
- 5) The Contractor shall be obliged to draw up documentation using BIM, at each stage of the Agreement, beginning with a multi-trade design concept.

4. Responsibilities of the Contractor as part of the on-site design supervision and other responsibilities of the Contractor at the stage of performing construction and installation works - stage 5:

- 1) The Contractor shall provide the on-site design supervision during the construction/performance of construction works based on the documentation in question until the date of faultless final acceptance of the abovementioned structure/construction works. On-site design supervision covers:
 - a) determining ongoing compliance of performance of construction works with the Design Documentation;
 - b) arranging the possibility of introducing substitute solutions to the ones provided for in the Design Documentation, as proposed by the site manager (General Contractor) or Investor's supervision inspector (Investor's supervision), if the Employer (Investor) confirms the legitimacy of such arrangement;
- 2) Apart from the abovementioned duties arising from the full on-site design supervision in the course of performance of construction and installation works, the Contractor shall be obliged, at the stage of a tender procedure for selecting the General Contractor, performance of construction and installation works and putting the Investment to use, to:
 - a) Provide explanations concerning the design documentation drawn up, including the contents of the Detailed Technical Specifications and bill of quantity values, at the stage of selecting the Contractor of construction and installation works;
 - b) arranging the possibility of introducing substitute solutions to the ones provided for in the design, as proposed by the Employer;
 - c) resolving uncertainties as to the design documentation drawn up and providing answers to Requests for Project Information formulated by the General Contractor or the Investor's Supervision;
 - d) Resolving uncertainties as to the assessment of equivalence of materials/devices, if their assessment criteria specified in the design documentation have left any doubts in this regard;

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- e) participation, at the Employer or Investor's Supervision's request, in Coordination Meetings with the General Contractor, if it is necessary to provide explanations and make arrangements on site;
- f) removing any irregularities from the design documentation and other studies drawn up that have been identified at the stage of construction and installation works, as part of guarantee and warranty provided (under principles of the Civil Code and Construction Law);
- g) accepting material sheets submitted by the General Contractor of the Investment, as regards materials, elements and devices that have impact on the aesthetics of the erected building and final visual effects (materials visible after construction, not subject to coverage or non-vanishing);
- h) arranging with the Employer the possibility of introducing substitute solutions with respect to those provided for in the design (together with substitute solutions as regards materials and devices), submitted by the Investor's Supervision Inspector or by his/her proxy by the Site Manager and their entry into the documentation, if the Employer (Investor) confirms the legitimacy of such an arrangement; at the Employer's request, the Contractor shall be obliged to draw up the Investor's Cost Estimate of a given alteration and the Comparative Cost Estimate (with pre- and post-alteration pricing, in the scope subject to changes). The comparative cost-estimate is drawn up without changing the calculation items from the cost estimate (based on cost estimate items from the initial, accepted Investor's Cost Estimate or items indicated by the Employer), based on a catalogue of expenditures on tangible assets or individual pricing.
- i) detailing design solutions and Detailed Technical Specification, i.e. introduction of supplementary details as regards solutions included in the design design documentation in the course of performance of construction works.
- j) coordinating the design work and designer's specialists' work as part of the on-site design supervision;
- k) clarifying to the Employer and the contractor of construction works/services any uncertainties concerning solutions adopted in the documentation, arising in the course of performance of construction works, including explaining doubts as to the assessment of equivalence of materials/devices, if their assessment criteria specified in the design documentation have left any doubts in this regard;
- l) removing any irregularities from the design documentation and other studies drawn up that have been identified at the stage of construction and installation works, as part of guarantee and warranty provided (under principles of the Civil Code and Construction Law);
- m) arranging individual technical documentation when the need for obtaining a permit for individual application of a construction product in a civil structure arises.
- n) evaluation of test results concerning materials and construction items;
- o) participation, at the Employer or Investor's Supervision's request, in Coordination Meetings with the General Contractor and the Investor's Supervision, if it is necessary to provide explanations and make arrangements on site (e.g. a meeting on the acceptance of a mick-up, explanations or clarifications concerning a design solution, providing consultations and advice);
- p) participation in partial acceptance procedures with regard to construction works - should such need be indicated by the Employer, Investor's Supervision or a competent architectural and construction administrative body;

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- q) confirming in the design documentation and in the construction log and, in particular, on a copy of a drawing extracted from the building permit design, the introduced changes, together with determining whether they represent significant or insignificant changes in the light of the building permit;
- r) assessment of test results of materials, structural components and devices in terms of their compliance with the design solutions adopted, standards and applicable provisions of law;
- s) making relevant entries and annotations on drawings included in the design documentation;
- t) notifying of the need to perform additional or substitute works that have not been included in the design documentation and the agreement with the General Contractor of construction works;
- u) issuing opinions on applications concerning the need to and legitimacy of performing additional and substitute works, verifying and issuing opinions on bills of quantities and cost estimates as regards substitute, cancelled and additional works as well as presenting the opinions to the Employer, as well as exercising on-site design supervision over their implementation, providing opinions on cancelling the works and their pricing;
- v) preparing additional drawings, lists, descriptions, details, if the design documentation fails to explain technical solutions to a sufficient extent;
- w) participation in final acceptance procedures with regard to construction and installation works - should such need be indicated by the Employer, Investor's Supervision or a competent architectural and construction administrative body;

5. As part of the preparation and updating of the detailed design work schedule

- 1) The Contractor, within days from the date of concluding the Agreement, shall present to the Investor for acceptance a detailed design work schedule, which takes account of time limits laid down in the Agreement. The Employer has the right to put forward comments to the submitted schedule that shall be binding for the Contractor.
In the detailed design work schedule, the Contractor shall be obliged to take account of the scope, time limits and method of proceeding with individual arrangements referred to in the Agreement, for individual stages of design work and documentation.
- 2) In justified cases, it shall be acceptable to change the time limits or sequence of performing work defined in the detailed design work schedule, without altering the time limits for individual stages of the Agreement as laid down in the Agreement. Such changes shall require a written consent of the Investor and shall not be conditional upon an annex to the Agreement.
- 3) Changes of the time limits laid down in the content of the Agreement shall be permitted in cases to be determined in the Agreement and conditional upon an annex to the Agreement and an update of the detailed design work schedule.

6. As part of coordinating the design documentation and other studies:

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- 1) The Contractor shall be obliged to coordinate the documentation referred to in the Agreement.
- 2) Unless the Employer decides otherwise, the Contractor shall be obliged to submit the documentation for coordination within the time limits laid down in the Agreement, i.e. within the time limit for submitting the documentation of a given stage to the Employer. The Employer reserves the right to divide the documentation coordination process into stages, which is going to be determined at the Agreement performance stage and in the detailed design work schedule.
- 3) The Contractor shall document the documentation coordination or submission for coordination through delivering, within time limits prescribed in the Agreement, scans of letters/documents confirming the submission of relevant documentation for verification and coordination. The abovementioned pieces of evidence represent conditions for confirming the receipt of the documentation and other studies prepared as part of a given stage by the Employer in the handover report, referred to in the Agreement.
- 4) The documentation submitted for coordination and to the Employer shall not be recognised as received but as handed over to the Investor for them to make assessment of this documentation and make necessary arrangements.
- 5) Deadlines by which the coordination process is to be completed are not included in the time limits for the performance of individual stages of the Agreement.
- 6) Having gathered relevant reconciliations, the Contractor is required to prepare and present to the Employer its position concerning all coordinated documents received and to conduct an analysis of the possibility and impact of introducing amendments arising from the content of the reconciliations received to the design documentation.
- 7) If necessary, the Employer, as part of the procedure for coordination and acceptance of the documentation, shall convene the Design Meeting, during which the reconciliations received and the scope of their introduction to the documentation shall be discussed.
- 8) The Employer reserves the right to determine the need to make other or supplementary coordination apart from those mentioned in the content of the Agreement.

7. Work performance conditions and representations of the Contractor:

- 1) The Contractor undertakes to perform all factual and legal activities necessary to perform the Agreement and fulfill the task objective in accordance with the applicable provisions of law and standards, including, in particular, the Construction Law and Environmental Law, current technical knowledge and rules of the trade, Polish standards, regulations and technical requirements, including military ones, as well as industrial regulations, OHS and fire prevention regulations, subject to local regulations and requirements applicable to the real property.
- 2) The Contractor shall be obliged to perform works through applying the best professional effort principle, in accordance with the best professional standards and professional ethics principles, through the intermediary of persons holding authorisations and qualifications required by applicable provisions of law and meeting the requirements set forth by the Employer in the Terms of Reference;

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- 3) The Contractor shall be responsible for coordinating the works in their entirety and delivering, to the Employer, the complete (in terms of its objective) and technically coordinated documentation concerning all trades;
- 4) The Employer requires that the Contractor perform design work by use of the BIM technology. A detailed list of requirements and needs shall be determined by the Employer as part of the Employer's Information Requirements, which shall constitute an Appendix to the Agreement and be made available prior to the planned negotiations aimed at awarding a direct agreement contract.
- 5) All design solutions applied shall take account of the specificity of the facility, the quality level of construction materials and shall comply with the Employer's requirements laid down in the Terms of Reference, this Agreement and the Public Procurement Law.
- 6) At the Investor's request, all decisions having impact on the functional, quality-related and visual solutions (in the light of the rebuilding and provisions of the special purpose act) prior to the commencement of design work and in the course of designing, shall require arrangements in writing.
- 7) The Contractor is required to design taking account of the entire lifecycle of the Investment, in particular through the application of economical solutions that are optimal in terms of their operation.
- 8) Should one wish to apply innovative solutions, they are required to arrange their introduction to the documentation with the Employer and the Investor's Supervision, along with presenting instructions for maintenance and forecasted costs of operation of a given item. "The Contractor is obliged to present and obtain approval from the Employer as to the innovative solutions designed in order to minimise their costs of operation.
- 9) Pursuant to the Public Procurement Law, the design documentation shall represent a component part of the Description of the Subject of the Contract, for the purpose of conducting the tender procedure for the selection of a contractor carrying out construction and installation works.
- 10) The Contractor warrants that the design documentation shall provide for using only those products that hold marketing authorisations. The Contractor, by itself and at its own risk, shall be obliged to verify the legislation in force throughout the Agreement performance term.
- 11) The Contractor undertakes to perform its duties arising from the Agreement to the best of its knowledge and maintaining the highest level of diligence taking account of the professional nature of the conducted activity, based on and in accordance with the provisions of the Agreement, the Competition Work, the Contractor's Bid submitted and accepted by the Employer as well as relevant provisions of law in force at the date of handing over the design documentation to the Employer, guidelines provided by the Employer and the Competition Jury, applicable technical standards, including the Polish standards, current technical knowledge and rules of the trade.
- 12) The design documentation must be complete in the scope that is necessary for the Employer to prepare documentation for the purpose of selecting a contractors carrying out the construction works - in accordance with the Regulation of the Minister of Development and Technology on the detailed scope and forms of design documentation, technical specifications applicable to the performance and acceptance of construction works, as well as functional programmes, without the need on the part of the Employer to perform additional studies, coordination or designs, performance of the construction works by a selected contractor and putting the facility to use, subject to studies the Employer could not prepare, the

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preparation of which lies within the responsibility of the General Contractor carrying out construction and installation works (e.g. designs of connection to networks for the purpose of securing the area and construction site needs, the construction and back facility organisation plan, the design of formworks, temporary traffic organisation designs, as-built documentation, etc.).

The fact that there is a need for the General Contractor carrying out construction and installation works to prepare additional studies shall not release the Contractor from the obligations imposed hereby and shall not constitute the basis for burdening the General Contractor with any obligations of the Contractor.

- 13) If during the performance of the Agreement, as a result of expert opinions, analyses or studies/verifications, there is a need to prepare additional technical studies necessary for the proper and comprehensive preparation of the design documentation that represents the subject of this Agreement, the Contractor shall be obliged to prepare them without any right to additional remuneration;
- 14) The Contractor shall attach to the design documentation, prepared as part of a given stage, other products of works performed as part of a given stage together with a written representation that a given stage has been performed in accordance with the provisions of the Agreement, the Competition Work and requirements of applicable provisions of law in force at the date of handing over the products of the works, including the design documentation prepared as part of a given stage, guidelines of the Employer, guidelines of the Competition Jury, applicable technical standards, including the Polish standards, current technical knowledge, rules of the trade, and that they have been handed over to the Employer in a full and complete condition.
- 15) The Contractor shall attach to the design documentation, prepared as part of a given stage, a representation on having made inter-trade arrangements in the form of an inter-trade arrangement sheet;
- 16) The Contractor shall be obliged to keep all information obtained during the performance of the Agreement, from the date of signing the Agreement for an indefinite period, confidential;
- 17) The Contractor shall be obliged to resolve uncertainties of the Employer as regards the designs and other studies prepared;
- 18) The Contractor shall be obliged to enable the Employer to verify the performance of the Agreement at each stage, in a manner set forth in the Agreement;
- 19) The Contractor shall be obliged to immediately notify the Employer of any circumstances that can hinder the proper performance of the Design Documentation or have impact on the future costs of Investment implementation and of important circumstances that can have impact on the time limits for performing the Agreement or the costs of its performance,
- 20) The Contractor shall be obliged to apply and propose solutions that are most beneficial for the Employer in terms of the Investment objective, taking account of the technical and economic aspects;
- 21) The Contractor shall be obliged to verify, throughout the Agreement term, the applicable provisions of law and to safeguard compliance of the Design Documentation with the law;

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8. Conditions of the performance of works in the scope of preparing design documentation:

- 1) drawing up design documentation in accordance with the content of the Agreement and with the Regulation of the Minister of Development of 11 September 2020 on the detailed scope and form of the building permit design (Dz.U. [Journal of Laws] of 2022, item 1679), Regulation of the Minister of Development and Technology of 20 December 2021 on the detailed scope and forms of design documentation, technical specifications applicable to the performance and acceptance of construction works, as well as functional programs (Dz.U. [Journal of Laws] of 2021, item 2454). The documentation must include codes specified in the Commission Regulation (EC) No. 213/2008 of 28.11.2007 amending Regulation (EC) No 2195/2002 of the European Parliament and of the Council on the Common Procurement Vocabulary (CPV) and Directives 2004/17/EC and 2004/18/EC of the European Parliament and of the Council on public procurement procedures, as regards the revision of the CPV (OJ EU L No. 74 of 15.03.2008);
- 2) Ensuring the verification of the architectural and building permit design and the technical design in terms of their compliance with the regulations, including technical and construction regulations, as well as the detailed design, Detailed Technical Specifications and other studies, by a person holding formal building design qualifications without restrictions in a relevant discipline
- 3) Performing any technical studies, expert opinions, analyses, comparative studies necessary to obtain all required statements of technical conditions and a complete set of arrangements, opinions, verifications of compliance of design solutions with applicable regulations, derogations and permits that are necessary for obtaining decisions allowing the performance of construction works/investment;
- 4) Preparing applications for issuing necessary statements of conditions (including statements of technical conditions) and obtaining them;
- 5) Pursuing relevant, ongoing coordination of design solutions with the Employer, if it is legitimate and beneficial for the Employer in terms of Agreement performance and its objective. Potential ongoing coordination shall be made during the Design Meetings and Coordination Meetings. The Employer shall not be obliged to pursue any coordination work if it finds it not beneficial, legitimate or possible at a given stage.
- 6) Pursuing coordination of the design documentation (both at the stage of the building permit design and the detailed design) with experts; the documentation must contain reconciliations made with experts (in the fire protection, OHS, sanitary and epidemiological field, etc.);
- 7) correction of the designs drawn up, without the right to additional compensation, in the event of amendments of regulations or reservations being lodged as regards the design documentation drawn up by all authorities or entities, at each stage of documentation coordination and at a stage of procedure leading to obtaining a permit from a competent authority for the performance of construction works (building permit, lack of objection to perform construction works, decision on the permission to perform a road investment, etc.).

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- 8) The Contractor shall be responsible for damage suffered by the Employer and third parties arising from documentation defects, if the defects have manifested themselves after the expiry of the warranty period and the Employer had been unable to detect them beforehand, although subject to due diligence;
- 9) The design documentation drawn up may not contain solutions that could in any way violate the Public Procurement Law by the Employer, with particular focus on the prohibition to indicate trademarks, patents or origin; the design documentation may not contain names and logos of manufacturers and suppliers; requirements concerning materials and devices should be formulated in a way that does not indicate a supplier or manufacturer; it is also prohibited to invoke instructions of a specific manufacturer; all materials, technologies and devices must be described in an unambiguous and exhaustive manner, by referring to parameters/properties; in cases requiring the use of rare and restricted technologies or devices, it is possible to only use a relevant technical approval following a prior acceptance of the Employer; in exceptional cases justified by the specificity of the subject of the contract, if it is impossible to describe the subject of the contract through sufficiently exact phrases and technical parameters, the indication of a trademark must be accompanied by words “or equivalent”, provided that the main parameters attesting the equivalence have been indicated at the same time;

9. Work performance conditions as part of exercising on-site design supervision and other responsibilities of the Contractor as part of Stage 5:

- 1) On-site design supervision shall be exercised by persons who has signed the design drawn up as part of a given discipline
- 2) Appointing persons who did not take an active part in the designing process to exercise on-site design supervision and fulfill other contractual obligations of the Contractor as part of the construction and installation works stage shall be prohibited.
- 3) The on-site design supervision shall be exercised by the Contractor until the date of completion and faultless acceptance of the works performed based on the documentation and representing the subject of this Agreement, also covering the period in which the Employer seeks to obtain an occupancy permit.
- 4) The Contractor’s presence on the construction and installation site as part of the on-site design supervision shall take place at the request of the Employer, architectural and construction administration body or at the request of other entity accepted by the Employer. Each presence of the Contractor on site to fulfill the conditions of exercising the on-site design supervision shall be referred to as a “stay”.
- 5) Each stay concerns the activities not of a single designer, but a group of designers that is necessary to resolve the reported supervisory issue and who will represent particular disciplines the issue pertains to.
- 6) The Employer requires that the on-site design supervision within a given discipline be exercised by authors of the design falling into this discipline or persons who took an active part in designing work and have comprehensive knowledge with respect to documentation

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and the degree of advancement of works on site. The Contractor undertakes to entrust the performance of activities in the scope of on-site design supervision only to persons holding relevant construction licences and professional experience.

- 7) In the course of construction works, the Contractor may, subject to the abovementioned provisions, appoint other persons who have relevant construction licences and professional experience to manage and exercise the on-site design supervision, of which it would notify the Investor in writing and obtain its acceptance. This change does not require an annex to the contract.
- 8) Changing persons exercising on-site design supervision and changing persons managing the on-site design supervision provided for above shall be acceptable only in the case of their objective lack of capacity to perform their duties and shall require the Employer's acceptance.
- 9) Persons to manage the on-site design supervision on the part of the Contractor shall be listed in the content of the Agreement.
- 10) In the event of a temporary incapacity to perform duties by a person listed in the content of the Agreement, the Contractor shall be obliged to appoint a substitute authorised to exercise the on-site design supervision temporarily or as a substitute and holding relevant construction licences and having professional experience.
- 11) The Contractor shall notify the Employer of a change of a person exercising on-site design supervision and appointing a substitute in writing and at the same time shall hand over written representations of these persons undertaking the performance of duties, together with documents arising from the abovementioned provisions.
- 12) Decisions made as part of the on-site design supervision shall be registered in the Construction Log and in the On-site Design Supervision Sheet.
- 13) The Parties agree that the Contractor shall be liable for damage arising from undue performance of on-site design supervision towards the Employer, pursuant to the provisions of the Civil Code.
- 14) On-site design supervision in the form of visits of designers on the construction site shall be exercised each time based on the Investor's notification of the need to exercise such supervision on site (the so-called stay) or at the request of a competent body of the architectural and construction administration - a described and signed On-site Design Supervision Sheet shall be the confirmation of exercise of supervision (confirmation of stay).
- 15) On-site design supervision and other duties of the Contractor at the stage of construction and installation works can also be performed out of site, i.e. outside the construction site, at the Contractor's headquarters or in another venue.
- 16) The principles of remuneration for on-site design supervision and other duties of the Contractor at the stage of construction and installation works shall be determined in the Agreement.
- 17) Removing potential defects of the Subject of the Agreement, including providing supplementary information and explanations concerning parameters of materials and devices (in particular, due to the need to prepare a description of construction works - design documentation, in accordance with the provisions of the Public Procurement Law) shall not

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lie within the responsibility of the On-site Design Supervision and shall be made by the Designer under guarantee and warranty provided.

- 18) Should any explanations concerning any doubts that have arisen in the course of performing construction works in relation to the design documentation drawn up be required from the Contractor, entities authorised to request such explanations shall include the Employer, the Investor's Supervision and the General Contractor. If the request for explanations formulated by the General Contractor is perceived as irrelevant by the Contractor (e.g. results from an insufficient analysis of the documentation carried out by the General Contractor), the Contractor shall be obliged to present its position to the Employer and the Investor's Supervision together with providing the grounds for irrelevance of the request.
- 19) The Contractor (Designer) shall be obliged to notify the Employer each time of the nature of the requested/proposed amendments to the design (relevant/irrelevant in the light of the Construction Law). In the case of a relevant amendment, the Contractor shall be obliged to draw up substitute documentation and to obtain all necessary documents and reconciliations required to obtain a substitute decision that permits the performance of construction and installation works, including making relevant new reconciliations and drawing up an application to the architectural and construction authority's body.

Article 3

DOCUMENTATION

1. The Contractor shall submit to the Employer the prepared documentation within the time limit specified in the Detailed Design Work Schedule, referred to in the Agreement, comprising:
 - 1) building permit design - in paper form, 5 copies, and in electronic form, 2 copies;
 - 2) detailed design - in paper form, 5 copies, and in electronic form, 2 copies;
 - 3) bill of quantities - in paper form, 5 copies, and in electronic form, 1 copy;
 - 4) investor's cost estimate - in paper form, 5 copies, and in electronic form, 2 copies;
 - 5) Detailed Technical Specifications - in paper form, 5 copies, and in electronic form, 2 copies;
 - 6) tender documentation - in electronic form, 2 copies;
 - 7) other documentation, survey and technical reports, obtained statements of conditions, opinions, arrangements, decisions, studies - in paper form, 1 copy, and in electronic form, 2 copies.
2. Documentation submitted to the Employer in electronic form on a portable drive / USB memory should also be saved in an editable form, in a format adequate to software corresponding to the documentation as well as in native formats and *.IFC format for the BIM documentation.
3. The Contractor shall be obliged to upload the documentation drawn in BIM on the CDE platform on an ongoing basis, as well as to provide relevant versioning of the documentation.
4. The documentation shall be subject to an opinion and coordination in the relevant scope with:
 - 1) The Multi-trade Conceptual Design:
 - a) Users (in the scope pertaining to a given user, all trades):

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- b) Advisory Team for Monument Protection - in the scope pertaining to the restoration of the historical urban and structural layout of the Investment as well as other architectural and land development studies concerning the restoration of the external architectural shape, in particular, the restoration of the building facades and incorporation of original elements into them (among others, the conceptual design, the detailed design);
 - c) Documentation Coordination Team / Coordination Meeting (formerly "ZUD") - organisation of the Coordination Meeting lies within the responsibilities of the Contractor;
 - d) Road administration - discussions with the municipal organisational units concerning the road network and development of rights-of-way;
 - e) Utility administrators (administrators of transmission networks) in the scope of providing utilities to the facilities as part of a given discipline;
 - f) Substitute Investor / Investor's Supervision, including the Value Engineering Manager
- 2) Building permit design
- a) Users (in the scope pertaining to a given user, all trades):
 - b) Advisory Team for Monument Protection - in the scope pertaining to the restoration of the historical urban and structural layout of the Investment as well as other architectural and land development studies concerning the restoration of the external architectural shape, in particular, the restoration of the building facades and incorporation of original elements into them (among others, the conceptual design, the detailed design)
 - c) The Restoration Council - PB's opinion with regard to the restoration of the historical urban and structural layout of the Investment
 - d) Office of Technical Inspection (if necessary);
 - e) The fire protection appraiser
 - f) OHS and ergonomics appraiser
 - g) Sanitary and Epidemiological Service
 - h) Utility administrators - of transmission networks and external systems;
 - i) administrators (owners, managers) of the underground and above-ground infrastructure (including the military)
 - j) competent road administrators
 - k) other institutions and entities, as resulting from separate regulations;
 - l) Substitute Investor / Investor's Supervision, including the Value Engineering Manager
- 3) Detailed design, Detailed Technical Specification, bills of quantities, Investor's cost estimates, tender documentation:
- a) Users (in the scope pertaining to a given user, all trades):
 - b) Advisory Team for Monument Protection - in the scope pertaining to the restoration of the historical urban and structural layout of the Investment as well as other architectural and land development studies concerning the restoration of the external architectural shape, in particular, the restoration of the building facades and incorporation of original elements into them (among others, the conceptual design, the detailed design)

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- c) Users (in the scope pertaining to a given user, all trades):
 - d) Substitute Investor / Investor's Supervision, including the Value Engineering Manager
5. The Contractor, in the Detailed Design Work Schedule, shall present the list and scope of reconciliations pertaining to documentation drawn up pursuant to the Agreement and any reconciliations required by the provisions of law, in accordance with the coordination and acceptance procedure provided in the content of the Agreement.
- The abovementioned list does not contain an exhaustive catalogue of reconciliations. Should the need arise to take account of an additional entity, the Contractor shall be obliged to coordinate the documentation without the right to further compensation in this regard.
6. Each time prior to submitting the documentation for coordination, the Contractor shall obtain the Employer's confirmation concerning the need to coordinate the documentation with entities listed above and the scope of coordination/opinion.
7. Unless the Employer decides otherwise, the Contractor shall be obliged to submit the documentation for coordination within the time limits laid down in the Agreement, i.e. within the time limit for submitting the documentation of a given stage to the Employer. The Employer reserves the right to divide the documentation coordination process into stages, which is going to be determined at the Agreement performance stage and in the detailed design work schedule.

**Article 4
COPYRIGHT**

1. Along with the acceptance and payment of remuneration for the documentation, the Contractor shall transfer to the Employer the proprietary copyright to the documentation drawn up under this Agreement and shall grant consent to exercise derivative copyright along with the right to further transfer the right in the following fields of use:
- 1) with regard to recording and duplication of the work – production with the use of any method, of copies of the work, including printing, reprographic, magnetic recording and digital recording, regardless of the storage format,
 - 2) with respect to marketing the original or copies in which the work is fixed - marketing of the original or copies;
 - 3) in terms of distribution of the work in a different manner than the one laid down in item (2) – public exhibition, display as well as making the work available to the public in such manner that members of the public may access it from a place and at a time individually chosen by them, including making the work available in the Internet;
 - 4) using the design documentation for any purposes related to the Investment, in particular for the purpose of Investment implementation based on the design documentation;
 - 5) using the design documentation for the purpose of modification, extension, demolition, reconstruction and renovation as well as other alterations of the entire Investment or its parts;

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- 6) using the work for promotional purposes at home or abroad, in particular through: posting and using as part of any Employer's materials published for marketing purposes; publishing in the Internet and storing in a computer memory, posting and using as part of online publications; using in multimedia works; displaying, public reproduction, marketing through the Internet or other data transfer techniques applied in telecommunications, IT and wireless communication networks; telecasted or broadcasted through cable connection or wireless station, broadcasted via satellite;
 - 7) as well as shall transfer to the Employer the right to exercise and the right to permit the exercise of derivative copyright to the work in the fields of use indicated above, whereby the Employer, its legal successors or licencees shall be obliged each time to indicate the author of the original work.
2. The Contractor must not remove labels denoting the author of the documentation.
 3. The Contractor shall represent and warrant that the Employer's use of the documentation constituting the subject of the Agreement will not violate any third party rights, including economic and personal copyright of third parties. Where third parties report claims to the Employer for violations of any of their rights to the documentation, in particular copyrights and related rights,
 4. the Contractor shall:
 - 1) assume and satisfy claims resulting therefrom against the Employer;
 - 2) indemnify the Employer from any claims, proceedings, damages, losses, contractual penalties and any other expenses arising from using the documentation.
 5. The Contractor shall be fully liable for submitting a representation that contains untrue information, referred to in paragraph 3, and, in particular, for damage suffered by the Employer as a result of violating third party rights.
 6. The Contractor agrees that the Employer or persons it has authorised may introduce amendments to the designs that are irrelevant in the meaning of the Construction Law, in the scope arising from justified needs of the Employer.
 7. The Contractor shall transfer to the Employer the ownership of all copies of designs drawn up in forms specified herein.
 8. In the case of a partial withdrawal from the Agreement, the Employer shall acquire all rights, including proprietary copyright to the extent arising from the Agreement, to previously received studies, following the payment of remuneration for them.
 9. The transfer of proprietary copyright and exercise of derivative copyright referred to in paragraph 1 shall take place upon the signing of the Partial Acceptance Report pertaining to a given stage, referred to in the Agreement, without the need to submit additional declarations of will by the Parties hereto.

**Article 5
DEFINITIONS**

(the set of definitions does not represent an exhaustive catalogue of definitions with regard to the content of the Agreement)

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Special Purpose Act - Act of 11 August 2021 on the preparation and execution of the investment consisting in the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska Street in Warsaw

Investor or Employer – Pałac Saski sp. z o.o. - special purpose vehicle established pursuant to the special purpose act, whose business objective is to prepare and execute the investment consisting in the rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska Street in Warsaw, including to perform the Investor's tasks in the meaning of the provisions of the Construction Law.

Investor's Supervision - an entity that has been entrusted by the Employer (Investor) with, among others, verification of the Contractor's studies and supervision of the compliance of the course of construction works with the building permit, design documentation and provisions of law.

Contractor - a Party to the Agreement obliged to perform design work provided for in the Agreement and other duties described in the Agreement as well as on-site design supervision and other activities mentioned in this Agreement - in accordance with the provisions of the generally applicable law and the rules of the trade - and to apply for issuing and to obtain relevant administrative decisions for the Investor.

Investment – rebuilding of the Saski Palace, the Brühl Palace and tenement houses in Królewska Street in Warsaw together with land development concept, utility networks and necessary technical and communication infrastructure that allows adhering to the intended use of the facility.

Restoration Council - an opinion-making and advisory body of the minister competent for culture and protection of national heritage, whose duties and competences are laid down in Article 4 of the Special Purpose Act. The Council comprises 11 members, including the Chairman of the Council - the General Monument Protection Officer.

Advisory Team for Monument Protection - an advisory body of the Pałac Saski Sp. z o.o. Management Board competent for the restoration of the external architectural shape, in particular, the restoration of the building facades and incorporation of original elements into them. The team comprises 3 persons having expert knowledge in the field of the history of construction techniques and protection of architectural monuments. The team and its members are independent as to the performance of their tasks and are not subject to instructions formulated by the Employer with regard to the content of the opinions, recommendations and conclusions drawn from the activities of the monument protection supervision.

The Advisory Team for Monument Protection issues opinions on, among others, a building permit design in the scope pertaining to the restoration of the historical urban and structural layout of the Investment as well as other architectural and land development studies concerning the restoration of the external architectural shape, in particular, the restoration of the building facades and incorporation of original elements into them (including, among others, the conceptual design, the detailed design).

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The time limit for the Advisory Team for Monument Protection to issue an opinion depends on the scope and volume of the documentation and urgency of a matter, however no shorter than 14 days.

Monument Protection Supervision - control activities pertaining to the performed construction works in terms of their compliance with the rules laid down in Article 5(1) (the Company shall be obliged to carry out the restoration in accordance with Article 2(1)(a) of the Special Purpose Act, safeguarding the greatest possible degree of fidelity to the original buildings, having meticulously studies the sources, in particular, the preserved plans, designs, photographs or sketches, using the same materials and methods, whenever possible, with regard to the external architectural shape, in particular, the restoration of facades of buildings, incorporation of preserved original elements into them, provided it does not violate the provisions of the generally applicable law, specifically the operational safety and hygiene requirements).

The Monument Protection Supervision shall be performed by a person meeting the requirements laid down in Article 37a(1) of the Act of 23 July 2003 on the protection and care of monuments, or shall be performed by the Advisory Team for Monument Protection.

The rules of using materials and techniques when rebuilding the facilities - obligation of the Investor - Pałac Saski Sp. z o.o. - to carry out the restoration in accordance with Article 2(1)(a) of the Special Purpose Act, i.e. safeguarding the greatest possible degree of fidelity to the original buildings, having meticulously studies the sources, in particular, the preserved plans, designs, photographs or sketches, using the same materials and methods, whenever possible, with regard to the external architectural shape, in particular, the restoration of facades of buildings, incorporation of preserved original elements into them, provided it does not violate the provisions of the generally applicable law, specifically the operational safety and hygiene requirements.

The advisory body to the Investor - Pałac Saski Sp. z o.o. - with regard to techniques and materials used in the rebuilding process shall be the Advisory Team for Monument Protection.

Design documentation - a set of documents required in this Agreement, serving the purpose of describing and executing planned construction works, covering, in particular:

- 1) preparatory work preceding the designing phase,
- 2) a multi-trade design concept,
- 3) a building permit design,
- 4) a detailed design,
- 5) Detailed Technical Specifications,
- 6) bill of quantities,
- 7) Investor's cost estimate,
- 8) tender documentation,
- 9) investment model in BIM.

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Detailed Technical Specifications - Technical Specifications for Performance and Acceptance of Construction Works or Technical Specifications for Performance and Acceptance of Works - documents containing sets of guidelines and requirements specifying the conditions and methods of performing, controlling and accepting construction works, laid down in the design documentation and drawn up in accordance with regulation of the Minister of Development and Technology of 20 December 2021 *on the specific scope and form of design documentation, technical specifications of performance and acceptance of construction works and functional-utility programme.*

On-site Design Supervision - a set of activities consisting in determining compliance of the performance of construction works, in the course of their performance, with the design documentation and arranging the possibility of introducing substitute solutions to the ones provided for in the design.

Design Work Schedule - a time frame and time limits determined for individual stages of the Agreement or activities as part of the stages, listed in the content of the Agreement.

Detailed Design Work Schedule - a document specifying in detail the planned activities and time limits for their completion as part of individual stages of this Agreement. The Detailed Design Work Schedule should provide for the clarification of time limits to be listed in the content of the Agreement and define the sequence and time of performing tasks as part of fulfilling the obligations arising from this Agreement, including time necessary for the Employer and other entities referred to in the Agreement to coordinate and verify individual work. The Detailed Design Work Schedule, as well as all amendments introduced thereto at the Agreement performance stage, shall require acceptance of the Employer, without the need to conclude an annex to the Agreement.

Building Information Modelling (BIM) - a digital register of physical and functional properties of a civil structure, in a parametric form, used for the purpose of generating and using data about a structure in the form of a source of knowledge that is fully available to the participants of the investment process and forms the basis for making decisions during the entire operating cycle, from the initial concept, through designing, construction and operation to the demolition of the building.

Documentation Handover Report - a document signed by the Employer, confirming the date of handover and the scope of design documentation drawn up and handed over as part of a given stage of the Agreement. Signing the Documentation Handover Report shall not oblige the Employer to verify the completeness and quality of the performed work;

Partial Acceptance - acceptance consisting in confirming the performance of activities provided for in this Agreement by the Contractor or assessing the quantity and quality of the performed part of works (the works provided for at a given stage of Agreement performance) and compliance of their performance with the Employer's requirements and this Agreement, the confirmation of which shall be a relevant report (an Initial Handover and Acceptance Report and a Final Handover and Acceptance Report), whereas the negation of which shall be a Documentation Verification Report containing a list of defects and/or remarks.

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Partial Acceptance Report - a document prepared each time following the partial acceptance activities, documenting the course of the partial acceptance procedure referred to in the content of the Agreement.

Final Acceptance - acceptance performed after the fulfilment of all Contractor's obligations arising from this Agreement, including duties performed by the Contractor at the stage of performing construction and installation works.

Final Acceptance Report - a document prepared following the final acceptance activities, documenting the course of the final acceptance procedure referred to in the content of the Agreement, whose date of signing marks the beginning of the period of guarantee and warranty granted by the Contractor to the Employer.

Force Majeure - including force majeure preventing the performance of the subject of the agreement - an event or circumstance of an extraordinary nature, beyond the control of the Contractor and Employer; the emergence of which could not have been prevented either by the Contractor or by the Employer prior to the conclusion of the Agreement and during its term; which, in the case of its emergence, could not have been avoided or counteracted either by the Contractor or by the Employer acting reasonably and which, in principle, cannot be attributed either to the Contractor or to the Employer; additionally, the Parties shall deem: flood, earthquake, aircraft crash, warfare or declaration of martial law, epidemic or threat of epidemic, nationwide strike or declared state of natural disaster, as force majeure.

Defect - overt or covert properties of works and activities representing the subject of the Agreement, including design work, or their effects, including the Design Documentation and other works, that stand in contradiction to the requirements arising from the Agreement or contributing to the inability to use or utilise these effects in line with their intended use, or lowering the degree of utility of these effects or their quality; legal defects, including, in particular, a situation in which the effects of work and activities of the Contractor are encumbered by third party rights, shall be deemed a Defect as well.

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