

REGULATIONS REGARDING ARCHITECTURAL DESIGN CONTEST

**for development of the White Eagle Square in Szczecin
and the area between
the Polish Soldier Square, ul. Farna, ul. Sołtysia,
ul. Ks. Kard. S. Wyszyńskiego and ul. Tkacka**



Design contest value does not exceed the equivalent of EUR 221 000.00.

Design contest is organized pursuant to the Act of 29 January 2004 – Public Procurement Law
(i.e. Journal of Laws 2017, item 1579, as amended)

SZCZECIN, July 2018

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APPENDICES TO THE REGULATIONS REGARDING DESIGN CONTEST

Appendices to the application:

- Appendix No 1** Application for admission to design contest
- Appendix No 2a** Participant's declaration about the absence of grounds for exclusion
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- Appendix No 3** Template of power of attorney

Appendices to the contest projects:

- Appendix No 4** Receipt of delivery of contest project
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- Appendix No 6** Summary of costs

Other appendices:

- Appendix No 7** Essential provisions of the agreement
- Appendix No 8** Location and areas covered by contest project
- Appendix No 9** Suggested layout of the boards
- Appendix No 10** Approximate views for visualization

MATERIALS MADE AVAILABLE BY CONTRACTING AUTHORITY

1. Geodetic sketch plan of the area areas covered by contest project (as of April 2018).
2. Map of the area.
3. Study of Szczecin's Spatial Development Conditions and Directions (Resolution No XVII/470/12 of 26 March 2012).
http://bip.um.szczecin.pl/files/_projektyRM/Studium_XVII_470_12.pdf
4. Report on conducting public consultations regarding changes in the area of the White Eagle Square and its surroundings.
http://bip.um.szczecin.pl/konsultacje/chapter_116216.asp
5. Draft of Szczecin Landscape Resolution, link:
http://krajobraz.szczecin.pl/chapter_139000.asp
6. Szczecin street furniture catalogue, link:
http://cdn.um.szczecin.pl/httpfiles/Katalog_Mebli_Miejskich_Miasta_Szczecin_edycja_II_pazdzienik_2017.pdf
7. Szczecin pavement catalogue, link:
http://cdn.um.szczecin.pl/httpfiles/Katalog_Nawierzchni_Miasta_Szczecin_edycja_II_pazdziernik_2017.pdf
8. Conservation officer's recommendations.
9. 3D model of the area (November 2010).

CHAPTER I

CONTRACTING AUTHORITY, LEGAL BASIS, FORM AND SUBJECT OF DESIGN CONTEST

I. Contracting Authority

**Szczecin Municipality
Plac Armii Krajowej 1
70 - 456 Szczecin**

II. Legal basis

Legal provisions applying to design contest:

1. the Act of 29 January 2004 – Public Procurement Law (Journal of Laws of 2017, item 1579, as amended), hereinafter referred to as the "PPL Act",
2. the Act of 7 July 1994 – Building Law (i.e. Journal of Laws 2018, item 1202),
3. Regulation of the Minister of Infrastructure of 2 September 2004 on detailed scope and form of design documentation, technical specifications of the performance and acceptance of construction works and the functional-utility program (i.e. Journal of Laws 2013, item 1129),
4. Regulation of the Minister of Infrastructure of 18 May 2004 on defining methods and basis for drawing up an investor's cost estimate, calculating planned costs of project works and planned costs of construction works defined in the functional-utility program (Journal of Laws 2004, No 130, item 1389, as amended).

III. Form of design contest

1. Design contest is **open** and **one-stage**.
2. Design contest is organized by Contracting Authority.
3. Design contest is being partnered by the Association of Polish Architects, the Szczecin Branch.
4. Contest participants (hereinafter referred to as "Participants") submit applications to Contracting Authority for admission to design contest. Those who meet requirements for participation set out in these Regulations (hereinafter referred to as the "Regulations") will be allowed to submit their contest projects.
5. Pursuant to Articles 110 and 121 (4) of the Public Procurement Law, this design contest is a public promise in which – by means of a public offer – Contracting Authority promises a prize for the execution and transfer of rights to a design selected by the Jury.
6. Contracting Authority shall ensure that identifying authors of contest projects it will be impossible until the Jury selects the winner.
7. In response to Contracting Authority's announcement Participants submit their creative contest projects (together with the study on the same matter) on the same day and based on identical requirements so that an independent and professional Jury could select the best design.

IV. Subject of design contest:

1. The subject of design contest is to (i) carry out and present a project on development of the White Eagle Square (Plan Orła Białego) and ul. Tkacka in Szczecin together with a project on development of the area between the Polish Soldier Square (Plac Żołnierza

Polskiego), ul. Farna, ul. Sołtysia, ul. Ks. Kard. S. Wyszyńskiego and ul. Tkacka and (ii) transfer author's economic rights to contest projects selected by the Jury on terms set out in the Regulations.

2. The purpose of design contest is to:

- 1) put forward a coherent, feasible idea for spatial development of the White Eagle Square surroundings, the Square itself and ul. Tkacka, considering the needs of the inhabitants of this area and the expectations of the inhabitants of Szczecin,
- 2) develop a coherent urban planning concept of the area around the White Eagle Square to the extent necessary to:
 - a) draw up guidelines to change the Study of Szczecin Spatial Development Conditions and Directions,
 - b) draw up guidelines on the local spatial development plan,
- 3) put forward a coherent architectural concept of development of the area around the White Eagle Square to the extent necessary to:
 - a) redevelop the above the area and conduct the planning and investment process,
 - b) take investment actions related to (i) development of real estate owned by the Szczecin Municipality (e.g. the Mariacka Quarter), including possible relocation of the health centre within the area covered by design contests, and (ii) demand for parking spaces,
- 4) put forward a coherent communications concept of the area around the White Eagle Square to the extent necessary to:
 - a) exclude it from traffic or limit motor traffic in the White Eagle Square and its surroundings,
 - b) solve the problem of parking cars in the above the area, considering current demand for parking spaces resulting from new investment and Participants' design decisions concerning the White Eagle Square itself,
- 5) invite as many subjects as possible (i.e. associations, institutions, representatives of the Housing Estate Council as experts and advisers) to discussion when decisions on redevelopment of the above-mentioned area are being made,
- 6) award the 1st PRIZE winner a contract under single-source procurement procedure to create a design and draft cost documentation, building documentation and implementation documentation regarding development of the White Eagle Square and ul. Tkacka in Szczecin.

3. Design contest covers the following areas:

- 1) AREA A: the White Eagle Square in Szczecin, i.e. the area to be subjected to single-source procurement procedure for creating a design and drafting cost documentation, building documentation and implementation documentation,
- 2) AREA B: the area between the Polish Soldier Square, ul. Farna, ul. Sołtysia, ul. Ks. Kard. S. Wyszyńskiego and ul. Tkacka, i.e. the area subject to the analysis of effects of design solutions adopted for the White Eagle Square in Szczecin together with the concept of design changes in the above-mentioned area,
- 3) AREA C: ul. Tkacka, i.e. the area to be subjected to single-source procurement procedure for creating a design and drafting cost documentation, building documentation and implementation documentation.

The boundaries of the area covered by design contest are set out in Appendix No 8 to the Regulations.

4. The winning project will cover areas A and C as shown in Appendix No 8. Design solutions should allow for gradual execution of the project as shown in the contest study.
5. The author of the best contest project will be invited to a single-source procurement procedure for (i) developing a project and cost documentation and (ii) providing designer's supervision over the White Eagle Square development.

V. The maximum expected total cost of work to be carried out based on the contest project

1. The maximum expected total cost of the project execution in AREA A (development of the White Eagle Square in Szczecin) cannot exceed **PLN 8,000,000.00 gross** (eight million złotych gross).
2. The maximum expected total cost of the project execution in AREA C (development of ul. Tkacka in Szczecin) cannot exceed **PLN 4,000,000.00 gross** (four million złotych gross).
3. The maximum expected total cost specified in Point 1:
 - 1) does not include the costs of preparing and organizing of the contest,
 - 2) does not include the costs of drawing up a complete design and cost documentation and designer's supervision.
4. The maximum cost of multi-discipline design, cost documentation, building documentation and implementation documentation along with designer's supervision over the project execution cannot exceed:
 - 1) **PLN 400,000.00 gross** (four hundred thousand złotych gross) for AREA A (development of the White Eagle in Szczecin), and
 - 2) **PLN 200,000.00 gross** (two hundred thousand PLN gross) for AREA C (development of ul. Tkacka in Szczecin).

The given values constitute the maximum amount which will be secured by Contracting Authority towards any design work and Designer's actions necessary to execute the project, considering possible, yet unforeseeable at the date of the Contest, additional work (within the limits set by the Public Procurement Law).

VI. The scope of the contest study being the subject of the contract awarded under single-source procurement procedure

The subject of the contract awarded under single-source procurement procedure will be to (i) draft the final multi-discipline design, cost documentation, building documentation and implementation documentation as defined in the Regulation of the Minister of Infrastructure of 2 September 2004 on detailed scope and form of design documentation, technical specifications of the performance and acceptance of construction work and the functional-utility program of the facility (i.e. (Journal of Laws (2013, item 1129, as amended), which is an elaboration of contest design, and (ii) provide designer's supervision over the project execution along with land development, under the terms of the agreement described in Appendix 7 to the Regulations.

CHAPTER II

REQUIREMENTS FOR PARTICIPATION IN DESIGN CONTEST AND INFORMATION ON DOCUMENTS TO BE PROVIDED BY PARTICIPANTS

I. Participants

Participants can be individuals, corporates and organizational units without legal personality as well as entities which act jointly. They must meet requirements set out in the Regulations and submit in due time an application for admission to participate in the contest along with the necessary appendices specified in the Regulations.

II. Requirements for participation

1. Participants wishing to apply for admission to the contest:
 - 1) cannot be subject to exclusion from the proceedings in the circumstances referred to in:
 - a) Article 24 (1) of the Public Procurement Law and
 - b) Article 24 (1), (2), (4) and (8) of the Public Procurement Law,
 - 2) must meet technical or professional capacity requirements: they have at least one person in a design team who is a fully licensed architect (has a valid building license).

Pursuant to Article 104 of the Act of 7 July 1994 – Building Law, individuals who had obtained their building license or had been declared to be trained to perform independent technical functions in the construction industry before the Act came into force, retain the right to perform these functions in the existing scope. The scope of building licence should be read in accordance with decision on granting such a licence and the relevant provisions. In addition, pursuant to Article 12a of the Building Law, independent technical functions in the construction industry, defined in Article 12 (1) of the Building Law, may also be performed by individuals whose appropriate professional qualifications have been recognized in accordance with the principles and under the procedure specified in separate regulations. Therefore, Contracting Authority shall accept (i) building licenses corresponding to qualifications required by Contracting Authority, granted based on previously applicable provisions, and (ii) foreign licences recognized in accordance with the principles specified in the Act of 22 December 2015 on principles of recognition of professional qualifications acquired in Member States of the European Union.

- 3) Design contest is open to entities that have the necessary knowledge, experience, technical potential and human resources capable of performing the contract and their economic and financial situation ensures that they are able to perform a contract to be awarded after the Jury makes its final decision.
- 4) To confirm the fulfilment of the above conditions, Participants shall submit a statement (Appendix No 2b to the Regulations) that at least one person in the design team has a Master of Architecture degree and is a fully licensed architect.
- 5) As for Participants jointly applying for the award of the contract, each of the conditions set out above shall be fulfilled by at least one of these Participants, or all Participants jointly.
- 6) If Participant has its registered office or place of residence outside Poland, it must have the corresponding education, knowledge and experience as described in Point 3.

2. Contest projects may only be submitted by Participants admitted to design contest and invited by Contracting Authority to submit their projects.
3. Participant that submits more than one application or contest project will be excluded from the contest and all contest projects will be rejected.
4. Application and contest project are considered submitted if they were filed jointly with another design contest Participant.
5. Participants taking part in design contest together must appoint a plenipotentiary authorized to submit an application and contest project, and sign all necessary documents required by the Regulations, or undertake any of the above-mentioned actions together.
6. A person(s) authorized to represent Participant can be (i) an individual (individuals) empowered to make declarations of will on behalf of a corporate or an organizational unit without legal personality or (ii) an individual (individuals) empowered to make declarations of will on Participant's behalf (in accordance with § 8 (4)).
7. Participants of design contest that do not meet the requirements set out in the Regulations are excluded.

NOTE:

Prior to the conclusion of the agreement, Participant that receives the 1st PRIZE in the contest will be obliged to provide Contracting Authority with (i) photocopies (certified as true copies) of certificates of granting building licences to people designated by Participant to perform the contract, issued in accordance with the provisions of the Act of 7 July 1994 – Building Law, and (ii) building licences granted based on previously application provisions of law or corresponding documents (for foreign entities).

These documents, if they are not issued in Polish, should be submitted together with the translation into Polish and certified as true copies.

Participants from Poland, from the countries of the European Economic Area and the Confederation of Switzerland – before signing the agreement with Contracting Authority – are required to obtain from a given professional association in Poland a certificate confirming that they are authorized to perform the profession of an architect (i.e. perform independent technical functions in the construction industry based on building licences, verify architectural and building projects) in accordance with the requirements of Polish law.

III. Documents required by Contracting Authority

1. Contracting Authority requires that Participant submit the following documents:
 - 1) **Application for admission to design contest** based on template constituting **Appendix No 1** to the Regulations.
If a joint application for admission to the contest is submitted, one document must be filed.
 Application for admission to the contest must be signed by Participant or a person authorized to make declarations of will on its behalf (in accordance with the representation rules set out in the registration document or the power of attorney).
 The submitted application must be original, or certified notarial copy.
 - 2) **Power of attorney** (its template is attached as **Appendix No 3** to the Regulations).

The power of attorney is required only when submitting a joint application for admission to design contest and in situations specified in Chapter IV, Point I, item 3 of the Regulations.

The power of attorney must be original, or certified notarial copy.

3) **Declaration** of the absence of grounds for exclusion, according to the template attached to the Regulations as **Appendix No 2a** (the submitted declaration must be original, or certified notarial copy). If a joint application for admission to the contest is submitted, each of Participants submits the declaration on its own behalf.

4) **Participant's declaration** on meeting requirements for participation in the contest according to the template constituting **Appendix 2b** to the Regulations (the declaration must be original or a copy certified by Participant to be true to the original).

If a joint application for admission to the contest is submitted, one document must be filed.

IV. Confirmation of compliance after invitation to negotiate

To confirm that requirements set out in this Chapter are met, Contracting Authority – having invited the 1st PRIZE winner to negotiate in the procedure under single-source procurement – shall require that the 1st PRIZE winner submit documents in accordance with the Regulation of the Prime Minister, issued pursuant to Article 25 (2) of the Public Procurement Law.

CHAPTER III

COMMUNICATIONS BETWEEN CONTRACTING AUTHORITY AND PARTICIPANTS

I. Form of communications between Contracting Authority and Participants

1. Applications, attachments, notices, explanations and information shall be provided by Contracting Authority and Participant in writing, subject to Point I, item 2, Point II and Point III.
2. Contracting Authority agrees to communications by electronic mail or by fax when submitting the following documents:
 - 1) a call to supplement documents sent to Participants pursuant to Article 26 (3) of the Public Procurement Law,
 - 2) explanations and answers regarding the Regulations,
 - 3) explanations of Participants regarding documents submitted together with the application for admission to the contest pursuant to Article 26 (4) of the Public Procurement,
 - 4) notice of Participants that have been excluded from the proceedings,
 - 5) notice of admission to the contest and invitation to submit contest projects,
 - 6) notice of award and results of the contest,
 - 7) notice of cancellation of the contest.

II. Information posted on Contracting Authority's website

1. Contracting Authority posts on its website (www.szczecin.pl/konkursy) the following information:
 - 1) notice of the contest,
 - 2) the Regulations,
 - 3) explanations, questions and answers regarding the Regulations without disclosing the source of the enquiry,
 - 4) list of Participants admitted to the contest and invitation to submit contest projects,
 - 5) notice of results of the contest,
 - 6) notice of the contest cancellation.

2. In justified cases, Contracting Authority may change the Regulations. Amended Regulations shall be immediately posted on Contracting Authority's website (for Participants' information) at the following address: www.szczecin.pl/konkursy.

III. Form of communications between Contracting Authority and Participants:

1. The language of the contest is Polish. All letters and correspondence between Contracting Authority and Participant must be in Polish.
2. Documents, materials and other information submitted in a language other than Polish will not be considered.
3. Questions regarding the Regulations must be asked in writing (by e-mail or fax) and sent to the following e-mail address: contest.placorlabialego@um.szczecin.pl or fax number: 91 4245586.
4. Address for correspondence:
Szczecin Municipal Office
Department of Urban Planning and Building Administration
Plac Armii Krajowej 1
70 - 456 Szczecin
with a note:
DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA
5. For organizational matters related to this contest, please contact the following persons from Monday to Friday between 8:00 am and 3:00 pm to obtain information and ask questions regarding the Regulations:
 - 1) Anna Fabis, Secretary of the Contest
Phone: 91 435 1121
 - 2) Joanna Suchecka, Deputy Secretary of the Contest
Phone: 91 435 1148
 - 3) Maciej Gardiasz, Secretary for the Contest Organization, representing the Association of Polish Architects, the Szczecin Branch
Phone: 512 807 492

CHAPTER IV

APPLICATIONS FOR ADMISSION TO DESIGN CONTEST

I. Procedure for admission to design contest

1. Application for admission to design contest must be based on the template constituting Appendix No 1 to the Regulations.
2. Application for admission to design contest must be in Polish, typewritten, written on a computer or by hand with a pen.
3. Application for admission to design contest must be signed by persons authorized to make declarations of will on behalf of Participant. Power of attorney to sign an application for admission to the contest must be original, or certified notarial copy (its template is attached as **Appendix No 3** to the Regulations), unless it results from other documents attached by Participant (e.g. an excerpt from the National Court Register).
4. Should Participant submit a copy of any document, it must be certified as a true copy (Participant puts its handwritten signature preceded by the "true copy" note), subject to exceptions referred to in these Regulations.
5. If two or more individuals are authorized to represent Participant, copies of the documents must be confirmed as true copies by these individuals.
6. If any of the required documents submitted by Participant is drawn up in a foreign language, such a document should be submitted together with its translation into Polish.
Documents drawn up in a foreign language without the required translation will not be considered. No certified translation is required.
7. It is recommended that all pages of application for admission to the contest be numbered and stapled together. In addition, all changes made by Participant must be initialled.
8. Participant may submit only one application for admission and only one contest project.
9. Application for admission and contest project are considered submitted if they were filed jointly with another design contest Participant.
10. It is recommended that Participant put its application for admission to the contest in an envelope addressed as follows:

Szczecin Municipal Office

Department of Urban Planning and Building Administration

Plac Armii Krajowej 1

70-456 Szczecin

Room No 271A

with a note:

APPLICATION FOR ADMISSION TO DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA

and **"do not open before 14 September 2018, 3:00 pm"**.

11. If application for admission to the contest is not addressed as recommended in Point 10, Contracting Authority shall not be liable for untimely receipt of such an application. Contracting Authority shall not be liable for late submission of the application, especially if

the application is not submitted to the room indicated in Point 10 but to the Municipal Office post room.

12. Application for admission to the contest is considered submitted when it is received by Contracting Authority.
13. Contracting Authority shall exclude from the contest any Participant that wilfully and grossly violated professional duties within three years before the date of submitting application for participation in the contest, especially when Participant – due to intentional fault or gross negligence – failed to perform or improperly performed the contract, and Contracting Authority will be able to prove it using any means of proof. Contracting Authority shall not exclude from the contest any Participant that proves that it has taken specific technical, organizational and personnel measures to prevent wilful and serious violation of professional duties in the future and has either repaired damage caused due to violation of professional obligations or has undertaken to repair it.

II. Change, withdrawal and return of applications for admission to the contest

1. Participant may change and withdraw its application for admission to the contest before the deadline for submitting applications.
 - 1) Should application for admission to the contest be withdrawn, Participant shall submit a written statement on withdrawal in a sealed envelope addressed as shown in Point I, item 10, with the "WITHDRAWAL" note.
 - 2) Should application for admission to the contest be changed, Participant shall submit a written statement on such a change, specifying the scope and type of changes, and if the statement on the change entails the necessity of changing or submitting new documents, Participant shall change/submit these documents.The above statement and any other documents (if required) should be placed in an envelope addressed as shown in Point I, item 10, with the "CHANGE" note.
2. Should application for admission to the contest be submitted after the deadline, Contracting Authority shall notify Participant thereof and return the application after the deadline for making an appeal.

III. Joint applications for admission to design contest

1. Participants submitting a joint application for admission to the contest appoint a plenipotentiary to represent them in the procedure. Plenipotentiary acts on the basis of a power of attorney (its template is attached as **Appendix No 3** to the Regulations).
2. The power of attorney referred to in item 1 must be attached to the joint application of Participants. The power of attorney must be original, or certified notarial copy.
3. Plenipotentiary remains in contact with Contracting Authority during the procedure and shall receive all information, correspondence, etc.
4. Copies of documents relating to each of Participants submitting a joint application for admission to the contest must be certified as true copies by an individual(s) authorized to represent these Participants.
5. Partners to a civil law partnership are treated as Participants submitting a joint application and the rules set out in items 1-4 above apply to them.

IV. Openness of the proceedings

1. Applications for admission to the contest with appendices are public.
2. Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (the General Data Protection Regulation, Journal of Laws of UE L 119 of 4 May 2016, page 1), hereinafter referred to as the "GDPR", Contracting Authority informs that:
 - a) the Szczecin Municipality – Szczecin Municipal Office is your personal data controller;
 - b) contact details of the personal data supervisor:
phone: 914245702,
e-mail: iod@um.szczecin.pl
 - c) your personal data will be processed on the basis of Article 6 (1) (c) of the GDPR for purposes related to the contest;
 - d) individuals or entities to whom the contest documentation will be made available pursuant to Article 8 and Article 96 (3) of the Public Procurement Law will be the recipients of your personal data;
 - e) your personal data will be stored pursuant to Article 97 (1) of the Public Procurement Law for a period of 4 years from the day the contest ends;
 - f) an obligation to provide your personal data directly to you is a statutory requirement set out in the provisions of the Public Procurement Law, related to participation in the contest; the consequences of failure to provide specified data result from the PPL;
 - g) decisions regarding your personal data will not be based solely on automated processing, according to Article 22 of the GDPR;
 - h) pursuant to:
 - Article 15 of the GDPR, you have the right to access to your personal data;
 - Article 16 of the GDPR, you have the right to rectify your personal data*;
 - Article 18 of the GDPR, you have the right to request that the controller restrict the processing, subject to the cases referred to in Article 18 (2) of the GDPR;**
 - you have the right to file a complaint to the President of the Office for Personal Data Protection, if you decide that the processing of your personal data violates the provisions of the GDPR;
 - i) pursuant to:
 - Article 17 (3) (b), (d) or (e) of the GDPR, you do not have the right to erase your personal data;
 - Article 20 of the GDPR, you do not have the right to transfer personal data;
 - Article 21 of the GDPR, you do not have the right to object to the processing of personal data as the legal basis for the processing of your personal data is Article 6 (1) (c) of the GDPR.

***Explanation:** exercising the right to rectification must not result in a change in the contest result or a change in the provisions of the agreement to the extent incompatible with the Public Procurement Law and may not violate the integrity of the protocol and its appendices.

****Explanation:** the right to restrict the processing does not apply to storage to ensure that legal protection measures are used or to protect the rights of another individual or corporate or for important reasons of public interest of the European Union or a Member State.

V. Confidential business information

1. Confidential business information is not disclosed within the meaning of the provisions on combating unfair competition if Participant – no later than within the deadline for submitting application for admission to the contest – requested that it cannot be made available and showed that such information is confidential business information
2. If any information is restricted, Participant is required to extract confidential business information and mark it with the “do not disclose” clause. Confidential business information is defined in Article 11 (4) of the Act on Combating Unfair Competition (i.e. Journal of Laws 2018, item 419).
3. If Participant restricts information that is not confidential business information or is public under the provisions of the Public Procurement Law or separate regulations, such information will be subject to disclosure under the same terms as other non-restricted documents.

VI. Costs related to preparation and submission of application for admission to the contest

Participant incurs all costs related to preparation and submission of application for admission to the contest. Contracting Authority will not reimburse these costs.

CHAPTER V DEADLINES

I. Contest deadline:

Action	Deadline
Announcement of the contest	26 July 2018 (Thursday)
Making enquiries about applications for admission to the contest	31 August 2018 (Friday), 3:00 pm
Answering Participants' questions regarding applications	7 September 2018 (Friday) to the end of the day
Submitting applications for admission to the contest	14 September 2018 (Friday), 3:00 pm
Notifying Participants of admission to the contest	28 September 2018 (Friday) to the end of the day
Making enquiries about the Regulations	12 October 2018 (Friday), 3:00 pm
Answering Participants' questions regarding applications	19 October 2018 (Friday) to the end of the day
Submitting contest designs	14 January 2019 (Monday), 3:00 pm
Selecting the winner	31 January 2019 (Thursday)

II. Deadlines:

1. Participants may submit applications for admission to the contest along with appendices, questions regarding the Regulations as well as contest projects before the final deadlines for submission.
2. Contracting Authority informs Participants of the exact place and time of the contest by placing information on its website at the following address: www.szczecin.pl/konkursy.
3. Contracting Authority reserves the right to change the dates referred to in Point I, of which it will immediately inform Participants by placing information on its website at the following address: www.szczecin.pl/konkursy.

CHAPTER VI

FORM OF PREPARING AND PRESENTING OF CONTEST PROJECTS

I. Form of preparing of contest projects

1. Contest project should be presented in a readable form that allows for its unambiguous interpretation.
2. All documents filed along with contest projects (i.e. receipt of contest project delivery, folders, descriptive, graphic and digital part (only cover page), envelope with identification card and contest project package) should be marked with a six-digit identifying number 1 cm high and no more than 5 cm long. The identification number must be written in black ink in the upper right corner. These indicated documents cannot bear the name of Participant submitting the project, or other information enabling identification of its author before the Jury selects the winner.
3. Materials not related to the contest will not be considered.

II. Form of presenting of contest projects

Contest project should consist of a descriptive, graphic and digital part.

1. Descriptive part

- 1) The descriptive part should be made in three copies in a standard A4 sheet and have no more than six pages.
- 2) The descriptive part should cover:
 - a) description of design assumptions: the concept of land development including main spatial and functional instructions, transport services (including parking spaces), street furniture and green areas,
 - b) data and information regarding design solutions (materials, technologies and possible construction solutions),
 - c) preliminary calculation of the project costs – **Appendix No 6**.

2. Graphic part (drawings)

- 1) Drawings should be made on **four 100x70 cm stiff vertical boards** to illustrate the area covered by the project (any durable drawing technique, legibly illustrating the idea behind the project, is allowed) and should not affect readability of maps.

- 2) Graphic part should contain:
 - a) design solutions for Area "A" on a scale of 1:200 – the White Eagle Square,
 - b) design solutions for Area "B" on a scale of 1:500 – the area between the Polish Soldier Square, ul. Farna, ul. Sołtysia, ul. Ks. Kard. S. Wyszyńskiego and ul. Tkacka,
 - c) design solutions for Area "C" on a scale of 1:200 – ul. Tkacka,
 - d) panoramas and visualizations necessary to present the concept, indicating the place and angle of the given view on the development board based on approximate frames, constituting **Appendix No 10**,
 - e) additional graphic diagrams explaining the concept (in a standard A4 sheet or folded to A4 sheet size), attached to the descriptive part.

3. Digital part

- 1) Digital part should contain:
 - a) descriptive and graphic part of the contest project identical with the printed version in the following formats:
 - for drawings (*.jpg) or (*.tif) in 300 dpi,
 - for text (*.doc – MS Office 2007 or newer version),
 - all 100x70 cm boards in PDF format,
 - b) multimedia presentation (made in the QuickTime Movie program), with a total projection time of 60 - 180 seconds, assuming that at least 75% of the duration of the video will concern visual elements of the architectural concept; the presentation must be prepared based on contest project, visualizations, area development plan, sections and descriptive part (it is possible to add an animated video based on the 3D model).
- 2) Digital part should be delivered in a separate envelope in one copy on a CD or DVD. This part will not be evaluated. It will be used for publication, exhibition and promotion of the contest results.

It is recommended to check whether contest projects was properly saved on a CD.

4. Participant is allowed a lot of leeway in terms of the content of the boards, but they should present the project transparently and in the fullest possible way (e.g. showing how the project is integrated into the landscape). The board layout suggestion is attached as **Appendix No 9**.

CHAPTER VII

ESSENTIAL GUIDELINES – DETAILED CONDITIONS

I. Conditions:

1. Background

The White Eagle Square used to be called the Horse Market (Koński Rynek, Rossmarkt) as in the Middle Ages the square served as a horse market. In addition, a horse mill might have stood in its

south-western part. In the Middle Ages, it was the oldest market of the Upper Town (novum forum) before the Lower and Upper Town got united, with a town hall and a merchant's house.

In the 18th century, the White Eagle Square was the most representative place in Szczecin. At that time, its boundaries were marked by such magnificent buildings as the Ionian Palace (Pałac Joński), the Globe Palace (Pałac Pod Globusem) and the Classical Palace (Pałac Klasycystyczny). The White Eagle Fountain (Fontanna Białego Orła), after which the Square was named, and the sculpture of Flora, later moved from the Globe Palace, used to stand there.

The following streets led to the Square: Staromłyńska, Łaziebna, Grodzka, Staromiejska, Koński Kierat. The Cathedral Basilica of St. James the Apostle is in the immediate vicinity of the White Eagle Square. Before World War II, the square bordered on a housing settlement (a quarter), destroyed during war operations. The quarter closed today's viewing area towards the Basilica.

As a result of the allied bombings of Szczecin during World War II (mainly in 1942, 1944 and 1945), the city was destroyed in about 60%. The raids on 16/17 and 29/30 August 1944 were particularly difficult for the Old Town. As a result of the allied carpet-bombings, the area of the Old Town was destroyed in approx. 90-95% and practically excluded from use.

In 1954, a team of architects, namely Waclaw Furmańczyk, Witold Jarzynka, Renata Fyda-Karwowska, Janusz Karwowski, Leonard Kotowski, Władysław Michałowski, Henryk Okrój and Ryszard Wróblewski, introduced a concept of new development of the Old Town housing estate in Szczecin. Great degree of war damage in the Old Town area allowed the architects to redevelop it according to building and architectural standards applicable at that time. They decided to keep most of pre-war street grid and designed a housing estate corresponding to European trends of modernist urban planning and architecture of that time. Following the principle of unification and repeatability of architectural solutions, the buildings and their layouts were partially adapted to historical conditions of the "upper terrace" of the Old Town. To make a reference to the history and the former climate of the place, it was decided that most of the buildings would be covered with high-rise roofs and that buildings would be relatively low. The housing estate project was completed with schools, kindergartens, shops, green spaces, squares and playgrounds. The architects integrated their project into the survived historic buildings, including the Loitz's Tenement. Extensive structure of the housing estate, resulting in a relatively low density of buildings, allowed the architects to design urban greenery and ensured good sun exposure improving the comfort of living. In addition, the project emphasizes tourist values of the Cathedral Basilica of St. James the Apostle and the Pomeranian Dukes' Castle. The architects and urbanists tried to preserve the historic layout of the streets, although some of the buildings were moved away from the old building development line. A few preserved tenement houses at ul. Kuśnierska, Koński Kierat, Mariacka, Łaziebna and at the White Eagle Square were renovated. Looking back on this project years later, it is clear that the designers transformed commercial, service and residential nature of the housing estate located in the very centre of Szczecin into a cosy, modernist and homogeneous housing estate of predominantly residential nature.

Disadvantages – from the point of view of today's standards of shaping urban space – include small metric area of apartments, low quality of building materials and architectural details of buildings, and lack of parking spaces due to rapid development of the automotive industry since the 1950s. A shortage of parking spaces results from the fact that the White Eagle Square and its surroundings are home to many public and educational facilities, namely the Provincial Administrative Court in Szczecin, banks, health clinic, the Academy of Fine Arts in Szczecin and Music Schools in Szczecin, High School No 9, Primary School No 63 at ul. Grodzka, kindergartens at ul. Szewska and ul. Farna, High School of Art and Design in Szczecin (in the Loitz Tenement). Many new restaurants and catering establishments keep opening at the White Eagle Square and

the place itself is becoming a centre of occasional fairs (like periodical James' Fair), so it is slowly re-growing in importance.

2. Description of conditions and main design problems

Szczecin needs a square that refers to a historical market. The 19th-century urban layout – created as a result of the decision made in 1873 to demolish the fortifications and expand the city – defined the Szczecin centre. The area of the city was shaped by quarters (i.e. section of an urban settlement) that outlined the public space in the form of a star-shaped layout of streets connected by roundabouts. Despite the uniqueness of the spatial layout of Szczecin, the residents still yearned for the city market square.

At present, the process of further redevelopment of the White Eagle Square involves the necessity of thorough analysis of communication solutions, including traffic and parking space needs. As of today, the Square mostly provides parking space, which in practice makes it impossible to transform it so that it could satisfy the needs of both the residents of the Old Town Housing Estate (Osiedle Stare Miasto) and all residents of the city.

The White Eagle Square, located in the Old Town Housing Estate, is in the immediate vicinity of the centre of Szczecin, i.e. the City Centre Housing Estate (Osiedle Centrum), busy and well-travelled junctions and routes like the Long Brigade (Most Długi), the Port Gate (Brama Portowa), the Polish Soldier Square, a row shops on the ground floor of buildings (along Al. Niepodległości and ul. Ks. Kard. Stefana Wyszyńskiego), department stores (DH Odzieżowiec) and shopping centres (Galeria Kaskada). The location of the area in terms of access to public transport is presented in current communication scheme placed on the website of the Municipal Roads and Transport Authority in Szczecin: <https://www.zditm.szczecin.pl/zalaczniki/schematy/dzienne.pdf>. The location of the Square and the current architectural trends show that the Square is regaining its former public and urban character.

One of the key tasks of this contest is to connect the ultimate solutions for the White Eagle Square and ul. Tkacka with an analysis of the consequences of making specific design decisions in a broader spatial context.

The project analysis concerns an area between: the Polish Soldier Square, ul. Farna, ul. Sołtysia, ul. Ks. Kard. S. Wyszyńskiego and ul. Tkacka. Contracting Authority expects the scope and manner of the White Eagle Square development (as the main part of contest projects) to be analysed in a broader context to confirm that design and architectural ideas for the Square are feasible.

The contest winner will be entrusted with another project, in addition to the White Eagle Square development, namely ul. Tkacka redevelopment.

Factors conditioning further execution of the project are as follows:

- rationality of decisions ensuring that all needs of all space users are met to the maximum extent,
- making the Square a public space, integrated into valuable building objects in the immediate vicinity and various ways of using the square*),
- visual and functional attractiveness and clarity of design solutions,
- making the White Eagle Square a city square of various functions in order to meet different needs and expectations,
- making the White Eagle Square stand out architecturally to enhance its identification.

*) Possible ways of using the square, suggested by Contracting Authority, to be included in the project:

- public, city space made available to all residents of Szczecin,
- public space for residents of the Old Town Housing Estate, especially in the area directly adjacent to the Square,
- tourist attraction, pride of the city, meeting place, an important point on the city map,
- space dedicated to various events and urban actions, i.e. James' Fair,
- space dedicated to actions taking place in the vicinity of schools and universities, i.e. art, exhibitions, occasional concerts,
- location of summer catering establishments.

Bearing in mind the will and the need to change the purpose of the Square, Contracting Authority considers closing the White Eagle Square for traffic and parking (entirely or partially).

With reference to the above matter, Contracting Authority recommends that – in addition to limiting or eliminating traffic and parking spaces in the Square – designers should come up with alternative solutions that would satisfy traffic and parking needs. Such solutions should refer to the area between the Polish Soldier Square, ul. Farna, ul. Sołtysia, ul. Ks. Kard. S. Wyszyńskiego and ul. Tkacka.

Alternative parking space could be made available within the area owned by the Szczecin Municipality, within the so-called Mariacka quarter between the Polish Soldier Square, ul. Mariacka, ul. Koński Kierat and ul. Staromłyńska.

It could be a free-standing parking facility, partially recessed or underground, assuming that the investment program would consider the needs related to further functioning of a health clinic.

It should be said that former projects regarding redevelopment of the White Eagle Square provided for the construction of a level parking lot under the Square itself, but the concept did not gain enough support. Contest Participants are therefore encouraged to present other, not specified above, solutions for dealing with the problem of parking space. They should, however, consider technical and economic rationality of their projects and reasonable chance of putting their ideas into action in accordance with legal provisions applicable at the day of submitting contest projects and within the budget.

In the past, the White Eagle Square was closed from ul. Grodzka Street with a building quarter, which affected its size and made it intimate. Contracting Authority expects Participants to refer to the former nature of the Square and give it specific frames using solutions allowed by the Contest Regulations.

Participants are not expected to restore all or part of the quarter that used to close the White Eagle Square from the south. It is allowed to emphasize or adapt for use some or all the relics of underground buildings, probably located within the square, that used to form the above-mentioned historic building quarter. At present, there are no data and information either on the presence of such relics or their condition.

Space references to historical layout may take the non-building form (like living roofs, i.e. roofs of buildings partially or completely covered with vegetation and a growing medium).

The Szczecin inhabitants expect the White Eagle Square to change its nature, becoming again a city market square designed in a way that meets diverse needs of the inhabitants of modern Szczecin. Achieving this goal is the main purpose of this contest.

CHAPTER VIII

PLACE AND MANNER OF SUBMITTING CONTEST PROJECTS

I. Place of submitting contest projects

Contest design should be submitted directly to the following address:

Szczecin Municipal Office

Department of Urban Planning and Building Administration, room 271 A

Plac Armii Krajowej 1

70-456 Szczecin

II. The expected deadline for submitting contest designs: set out in Chapter V of the Regulations.

III. The manner of submitting contest designs

1. Contest design may only be submitted by Participant admitted to the contest.
2. Each Participant can submit only one contest design.
3. Contest design is considered submitted when it is received by Contracting Authority.
4. Contest designs submitted after the deadline will not be considered and will be returned to Participant without opening after the winner is selected.
5. The receipt of the contest project delivery on the form attached hereto as **Appendix No 4**, marked by Participant with an identifying number identical to the number on the contest design package, should be given the contest design acceptance date and signature of Contracting Authority's employee who received contest design.
6. Contest design must be filed with a separate envelope marked only with a six-digit identifying number, inside which should be placed the Identification Card according to **Appendix No 5** to the Regulations. The Card contains Participant's personal data and any six-digit identification number that will be identical to the number placed on contest design. The envelope should be non-transparent, permanently sealed in a way that makes it impossible to read its content. Undamaged envelope will be kept by the Contest Secretary. The Jury will open the envelope after the contest winner is selected.
7. Identification numbers chosen by Participant will be permanently taped, encrypted by the Secretary and permanently replaced with a new number, which will be a valid marking throughout the entire contest. The minutes of contest projects encryption shall be taken. The minutes will be placed in a sealed envelope. The Contest Secretary shall keep the envelope until the results of the contest are announced.
8. Contest project cannot bear either the name of Participant submitting it, or other information enabling its identification before the Jury selects the winner.

9. Immediately after the deadline for submission of contest projects, the Contest Secretary shall open the projects, take the minutes specifying the number of appendices and completeness of projects and encrypts them by covering the identification code with a number given to contest project in chronological order.
10. When the winner is selected, the Jury identifies contest projects based on the number placed on the Identification Card. If after identification it turns out that a given contest project was submitted by Participant who was not admitted to the contest, such a project will be considered invalid, and the next best project will be considered the winner.

IV. Changes and amendments

Changes and amendments can be made only before the deadline for submission of contest projects. Changes and amendments to contest projects must be made in compliance with requirements set out for such projects and the envelopes must be provided with additional note saying "CHANGE" or "AMENDMENT" and "DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA."

V. Withdrawing of contest project

Contest projects submitted by Participant may be withdrawn only before the deadline for submission. Contest project may be withdrawn after Contracting Authority is provided with the original receipt of its submission.

CHAPTER IX CRITERIA FOR ASSESSMENT OF CONTEST PROJECTS

I. Evaluation criteria – a maximum of 100 points in total

1. Functional and spatial quality of solutions, in conformity with the residents' needs and expectations of the inhabitants of Szczecin – **a maximum of 40 points.**
2. Multifunctionality of solutions – **a maximum of 20 points.**
3. Aesthetic qualities, including architectural elements (street furniture and other elements, e.g. greenery) – **a maximum of 10 points.**
4. Quality of technical solutions combined with functional features, durability of materials and technical solutions – **a maximum of 10 points.**
5. Economics of solutions, including issues related to project execution and its subsequent use – **a maximum of 10 points.**
6. Cost of project execution calculated and provided by Participant based on the design solutions presented in contest project – **a maximum of 10 points.**

II. Contest projects evaluation

1. Contest projects will be evaluated based on descriptive and graphic parts.
2. The Jury will evaluate projects in accordance with evaluation criteria set out in Point I.
3. The criteria will be considered as a whole and will affect projects evaluation as a whole.

4. Contest projects that do not meet formal, substantive and legal requirements set out in the Regulations will not be evaluated by the Jury.

CHAPTER X JURY

I. Composition of the Jury

1. To carry out tasks related to this contest as defined in Article 113 (1) and (2) of the Public Procurement Law, the Jury was appointed, which is Contracting Authority's auxiliary team composed of:

Chairman of the Jury:

1. Jacek Bułat from the Association of Polish Architects, the Poznań Branch

Deputy Chairman of the Jury – Member of the Jury

2. Jarosław Bondar, Architect of the City of Szczecin, Department of Urban Planning and Building Administration, Szczecin Municipal Office

Reporting Judge:

3. Ireneusz Lech from the Association of Polish Architects, the Poznań Branch

Members of the Jury:

4. Michał Bay from the Association of Polish Architects, the Poznań Branch
5. Ewa Stanecka, Provincial Conservator of Monuments
6. Anna Nawacka-Górzeńska, Director of the City Planning Office, Szczecin Municipal Office
2. If the Jury's member is dismissed for reasons referred to in Article 17 of the PPL or for other reasons that make it impossible to perform this function, a deputy member of the Jury will be appointed in place of the dismissed one and will act as a judge until the end of the contest.

II. Tasks of the Jury

The Jury referred to in Point I performs the following tasks:

- 1) assessing whether Participants meet requirements set out in the Regulations,
- 2) assessing whether contest projects meet requirements set out in the Regulations,
- 3) preparing answers to contest-related questions,
- 4) evaluating contest designs,
- 5) selecting contest designs that should be awarded,
- 6) drafting justification of the Jury's final decision,
- 7) drafting opinion on awarded contest designs,
- 8) drafting post-contest recommendations for the highest rated project,
- 9) providing the results to the Mayor of Szczecin for approval,

- 10) filing an application to the Mayor of Szczecin for the contest cancellation,
- 11) participating in post-contest discussion on the day the winner is selected.

III. Experts:

The Jury may consult experts having expertise in the contest-related field. Expert may only advise as they do not take part in the final evaluation of contest project.

IV. Organization of the Jury's work

1. The Jury is chaired by the Chairman or the Deputy Chairman.
2. The Jury evaluates contest designs at closed meetings, in accordance with the criteria set out in the Regulations.
3. The Jury makes decisions with a simple majority of votes, in the presence of at least three members of the appointed team, provided that in each case at least 1/3 of the Jury's members with powers required by special provisions and the Chairman or Deputy Chairman are present at the meeting. In the event of a tied vote, the Chairman shall have the casting vote, and in the case of its absence the Deputy Chairman shall have the deciding vote.
4. The minutes shall be taken of the Jury's sessions.
5. As for tasks specified in Point II and in Article 113 (1) and (2) of the PPL, the Jury is independent.
6. Mayor of Szczecin is in charge of the Jury in terms of the contest compliance with the provisions of the Public Procurement Law and these Regulations. The Mayor may cancel the contest and approve the Jury's final decision.
7. The provisions of Article 17 of the Public Procurement Law apply to the Jury's members.
8. The Jury's members are persons who have qualifications to assess contest projects, and if special regulations require that they have qualifications to prepare contest project, at least 1/3 of the Jury members, including the Chairman and Deputy Chairman, shall have the required qualifications.

V. Contest Secretary

1. Anna Fabiś, Deputy Inspector in the Department of Urban Planning and Building Administration, Szczecin Municipal Office, shall act as the contest Secretary.
2. Joanna Suchecka, Deputy Inspector in the Department of Urban Planning and Building Administration, Szczecin Municipal Office, shall act as the Deputy Secretary.
3. Maciej Gardiasz from Association of Polish Architects, the Szczecin Branch, shall act as the Deputy Secretary on the part of the Partner.
4. Tasks of the Secretary:
 - 1) The contest Secretary is responsible for placing contest-related announcements, making sure that Participants' data and contest projects remain anonymous, preparing and posting information or explanations of Contracting Authority and the Jury on the contest website, providing information about the contest, anonymisation of contest projects, drawing up contest documentation.
 - 2) Only the Secretary has access to Participants' personal data and is responsible for maintaining their confidentiality. The submitted contest projects remain fully anonymous until the winner is announced.

CHAPTER XI

TYPE, AMOUNT AND RULES FOR AWARDING PRIZES

I. Rules for awarding prizes

1. The Jury shall present proposals for prizes and honourable mentions to be given to Participants who will receive the highest mark, and Contracting Authority will award prizes on the date specified in the Regulations.
2. The Jury shall evaluate contest projects based on criteria set out in these Regulations. The 1st PRIZE will be awarded to Participant who, in the opinion of the Jury, will most diligently meet the evaluation criteria. The 2nd and 3rd prizes and honourable mentions will be awarded to Participants who will take subsequent places in the contest.

II. Prizes

The prizes are:

1. prize money:
 - 1) 1st PRIZE - **PLN 30,000.00 gross** (thirty thousand złotych gross),
 - 2) 2nd PRIZE - **PLN 15,000.00 gross** (fifteen thousand złotych gross),
 - 3) 3rd PRIZE - **PLN 10,000.00 gross** (ten thousand złotych gross),
 - 4) three honourable mentions of **PLN 5,000.00 gross** (five thousand złotych gross) and
2. invitation for the 1st PRIZE winner to participate in and negotiate the contract award procedure under single-source procurement.

III. Dates of awarding prizes

1. Prize money shall be paid by Contracting Authority within 30 days (not less than 15 days) counting from the date the winner was selected. This period, however, may be extended if Participants lodge appeals for as long as it takes to validly consider all appeals.
2. Contracting Authority shall invite an author of the best contest project to negotiate under single-source procurement, the subject of which will be to draw up investment design documentation. This period, however, may be extended if Participants lodge appeals for as long as it takes to validly consider all appeals.

IV. Subject of the single-source procurement

1. Author of prize-winning project (1st PRIZE) will receive an invitation to participate in the contract award procedure under single-source procurement.
2. Participant who was invited to negotiate under single-source procurement is obliged to enter into negotiations at a place and time indicated by Contracting Authority and to sign the agreement attached to these Regulations as **Appendix No 7**.
3. Contracting Authority shall reserve the right to oblige – during the negotiations – Participant who received an invitation to negotiate under single-source procurement to consider the Jury's recommendations (if any) while elaborating its project.
4. Contracting Authority may not enter into the agreement for design work with an author of prize-winning project if negotiations conducted under single-source procurement reveal any reason to cancel the procedure pursuant to Article 93 (1) of the Public Procurement Law or the parties will not agree on the content of the agreement.

5. Failure of Contracting Authority to enter into the agreement for design work with an author (team) of prize-winning project does not give such an author (team) grounds for any claims, including copyright.

V. Documents required in the procedure under single-source procurement:

To confirm that requirements set out in Chapter II hereof are met, Contracting Authority – having invited the 1st PRIZE winner to negotiate in the procedure under single-source procurement – shall require that the 1st PRIZE winner submit documents in accordance with the regulation of the Prime Minister, issued pursuant to Article 25 (2) of the Public Procurement Law.

VI. Costs related to preparation and submission of contest project

Participant incurs all costs related to preparation and submission of contest project. Contracting Authority will not reimburse these costs.

CHAPTER XII SELECTING THE WINNER

I. Re-evaluation of contest projects

If after the approval of the contest results, Contracting Authority finds a significant violation of the Regulations within the time allowed to use legal remedies, the Jury will re-evaluate contests projects. The Jury then has the right to (i) exclude from the re-evaluation all contest projects prepared by Participants that committed violations and (ii) take back the prizes they had received.

II. Identification of contest projects

After the winner is selected, the Jury will identify all projects.

III. Information about the contest results:

1. The contest results shall be publicly announced and placed in Contracting Authority's registered office in a generally accessible place and on its website at the following address: www.szczecin.pl/konkursy.
2. Immediately after the winner is selected, Contracting Authority shall announce the results in the Public Procurement Bulletin.

IV. Conduct after the announcement of the contests results

1. Prize-winning contest projects shall not be returned to Participants.
2. Contest projects that did not win can be picked up by Participants upon receipt, 30 days after the result announcement. Contest projects can be picked up within 60 days from the end of the post-contest exhibition upon receipt of submission. If Participant does not pick up its project within the above deadline, Contracting Authority shall be entitled to destroy it.

CHAPTER XIII COPYRIGHT

I. Moral rights

All Participants retain their copyright to contest projects in accordance with the Act of 4 February 1994 on Copyright and Related Rights (i.e. Journal of Laws 2018, item 1191, as amended), hereinafter referred to as the Copyright Act.

II. Copyright and dependent rights

1. Upon announcement of the contest results, prize winners shall transfer to Contracting Authority the ownership of originals and copies of their contest projects free of charge.
2. Upon announcement of the contest results, Contracting Authority shall acquire the author's economic rights to all contest projects free of charge, without restrictions as to the territory, time and number of copies, as defined in the Copyright Act, in the following fields of exploitation:
 - 1) disposing of and using contest projects without the need to obtain separate consent from Participants,
 - 2) saving contest projects to the computer hard disk computer networks,
 - 3) disseminating contest projects by showing and publishing them in whole or in parts by means of any technique, at post-contest exhibition, in post-contest catalogue, in publications promoting investments or Contracting Authority itself, in mass media, at meetings, conferences and on websites,
 - 4) reproduction, multiplication of copies of contest projects by means of any technique,
 - 5) public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making contest projects publicly available in such a manner that anyone could access it at a place and time selected thereby.
3. Upon announcement of the contest results, Contracting Authority shall acquire the author's economic rights and dependent rights to first prize-winning contest projects free of charge, without restrictions as to the territory, time and number of copies, as defined in the Copyright Act, in the following fields of exploitation:
 - 1) disposing of and using contest projects without the need to obtain separate consent from Participants,
 - 2) saving contest projects to the computer hard disk computer networks,
 - 3) disseminating contest projects by showing and publishing them in whole or in parts by means of any technique, at post-contest exhibition, in post-contest catalogue, in publications promoting investments or Contracting Authority, in mass media, at meetings, conferences and on websites,
 - 4) reproduction, multiplication of copies of contest projects by means of any technique,
 - 5) public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making contest projects publicly available in such a manner that anyone could access it at a place and time selected thereby,
 - 6) translation, adaptation, arrangement or any other modification at the discretion of Contracting Authority, without the need to obtain a separate consent from Participant,
 - 7) modifications to contest projects resulting from the need to develop design solutions and from performance,

- 8) trading the original or the copies on which the work was fixed – introduction to trade, letting for use or rental of the original or copies,
 - 9) placing in whole or in part in the tender materials and other proceedings related to the conclusion of contracts by Contracting Authority, as well as in applications to public authorities or applications to institutions financing or able to finance Contracting Authority' actions,
 - 10) the right to create designs based on contest projects,
 - 11) the right to perform construction works and other works according to designs based on contest project.
4. Upon announcement of the contest results, Contracting Authority shall have an exclusive right to authorize the continued exercise of the dependent copyright without restrictions as to the territory, time and number of copies.
 5. Participant shall ensure Contracting Authority that the exercise of the rights indicated in Point II, items 2 and 3 will not infringe any patent rights, trademark rights, copyright or other intellectual and industrial property rights that are vested in third parties.
 6. Irrespective of the transfer of copyright referred to above, Participant shall not bear any consequences resulting from:
 - 1) changes made to the agreement by Contracting Authority or third parties,
 - 2) the use of contest project its parts in other studies by Contracting Authority or third parties.
 7. Contracting Authority undertakes to make every effort to award a public contract under single-source procurement to the 1st prize-winner. Elaboration of a selected contest project will be entrusted to other person than the 1st prize-winner only if the agreement has not been entered into, was terminated or either Party withdrew from it.

CHAPTER XIV

EXCLUSION OF DESIGN CONTEST PARTICIPANTS, REJECTION OF CONTEST PROJECTS

I. Reasons for exclusion from contest

The following are excluded from the contest:

- 1) Participants, if circumstances referred to in Article 24 (1) and 24 (5) (1), (2), (4) and (8) of the Public Procurement Law occur,
- 2) Participants that do not meet requirements set out in the Regulations.

II. Reasons for rejecting contest projects

Contracting Authority shall reject contest projects if:

- 1) they are inconsistent with the Public Procurement Law,
- 2) they are invalid on the basis of separate provisions,
- 3) they are inconsistent with the Regulations,
- 4) were submitted by Participant that was not admitted to the contest,
- 5) were submitted by Participant excluded from the contest.

CHAPTER XV CANCELLATION OF DESIGN CONTEST

I. Reasons for the contest cancellation

Contracting Authority shall cancel the contest if (i) no application for admission to the contest was submitted or (ii) all contest projects or all applications for admission to the contest were rejected, or (iii) no winner was selected. To cancel the contest, the provisions of Article 93 (1) (6) and (7) of the Public Procurement Law shall apply.

II. Notice of the contest cancellation

Contracting Party shall notify of the contest cancellation all Participants that:

- 1) applied for admission to the contest – if the contest was cancelled before the deadline for projects submission,
- 2) submitted contest projects – if the contest was cancelled after the deadline for projects submission, providing factual and legal justification.

III. Return of contest projects after the contest cancellation

After the contest cancellation Contracting Authority shall immediately return projects to Participants.

CHAPTER XVI LEGAL PROTECTION MEASURES

I. Legal protection measures

1. Participants whose legal interest suffered or may suffer damage as a result of Contracting Authority violating the provisions of the Public Procurement Law, are entitled to legal protection measures provided for in Section VI of the Public Procurement Law.
2. Participant and other entity shall be entitled to legal protection measures if they have or had an interest in winning a given contract and suffered or may suffer damage as a result of violation of the provisions of the Public Procurement Law by Contracting Authority.
3. Legal protection measures against the contest announcement are also vested in organizations put on the list referred to in Article 154 (5) of the Public Procurement Law.

II. Appeal

1. Appeal shall only be made against Contracting Authority's action that is inconsistent with the provisions of the Public Procurement Law and was taken in the contract award procedure, or against failure to take an action to which Contracting Authority is obliged under the Public Procurement Law.
2. Appeal should (i) refer to Contracting Authority's action or omission allegedly inconsistent with the provisions of the Public Procurement Law, (ii) contain a brief statement of

objections, (iii) specify the request and (iv) indicate the factual and legal circumstances justifying the appeal.

3. Appeal is lodged with the President of the National Appeals Chamber in writing (in hard copy or in electronic form), with a secure electronic signature verified by means of a valid qualified certificate.
4. Appellant sends a copy of appeal to Contracting Authority before the deadline for lodging appeals in such a way that Contracting Authority can become acquainted with it by that day.

These Regulations have been approved by Contracting Authority.

Contracting Authority's Manager

Piotr Krzystek

Mayor of Szczecin

Appendix No 1

APPLICATIONS FOR ADMISSION TO DESIGN CONTEST

Acting on behalf of:

.....
.....
.....

*name of Participant acting individually and its registered office or place of residence
or names of Participants acting jointly and their registered office or place of residence*

I/We hereby apply for admission to:

DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN WITH AN IDEA FOR DEVELOPMENT OF THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA

At the same time, I/we declare that the required documents and declarations listed in the Regulations are attached to the application for admission to the contest.

Name and number of bank account to which prize money is to be paid (if any):

.....

All contest-related correspondence should be sent to the following address:

Name:

Address:

Phone:

Fax:

E-mail:

I/We declare that:

1. I/we have read the Regulations, I/we do not voice any reservations about it and have the information necessary to prepare contest projects;
2. I am/we are bound by the Regulations and I/we accept its terms;
3. I/we undertake to consider the Jury's post-contest substantial guidelines and Contracting Authority's comments established after signing the agreement while developing final concept and further phases of the design documentation;
4. I/we declare that in accordance with the Regulations, I/we transfer to Contracting Authority author's economic rights and dependent rights to contest projects free of charge, in the following extent (specified in Chapter XIII of the Regulations):
 - 1) upon announcement of the contest results prize winners shall transfer to Contracting Authority the ownership of the originals and copies of their contest projects free of charge;
 - 2) upon announcement of the contest results, Contracting Authority shall acquire the author's economic rights and dependent rights to first prize-winning contest projects free of charge, without restrictions as to the territory, time and number of copies, as defined in the Copyright Act, in the following fields of exploitation:
 - a) disposing of and using contest projects without the need to obtain separate consent from Participants,
 - b) saving contest projects to the computer hard drive and computer networks,

- c) disseminating contest projects by showing and publishing them in whole or in parts by means of any technique, at post-contest exhibition, in post-contest catalogue, in publications promoting investments or Contracting Authority itself, in mass media, at meetings, conferences and on websites,
 - d) reproduction, multiplication of copies of contest projects using any technique,
 - e) public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making contest projects publicly available in such a manner that anyone could access it at a place and time selected thereby;
- 3) upon announcement of the contest results, Contracting Authority shall acquire the author's economic rights and dependent rights to first prize-winning contest projects free of charge, without restrictions as to the territory, time and number of copies, as defined in the Copyright Act, in the following fields of exploitation:
- a) disposing of and using contest projects without the need to obtain separate consent from Participants,
 - b) saving contest projects to the computer hard drive and computer networks,
 - c) disseminating contest projects by showing and publishing them in whole or in parts by means of any technique, at post-contest exhibition, in post-contest catalogue, in publications promoting investments or Contracting Authority itself, in mass media, at meetings, conferences and on websites,
 - d) reproduction, multiplication of copies of contest projects using any technique,
 - e) public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making contest projects publicly available in such a manner that anyone could access it at a place and time selected thereby,
 - f) translation, adaptation, arrangement or any other modification at the discretion of Contracting Authority, without the need to obtain a separate consent from Participant,
 - g) modifications to contest projects resulting from the need to develop design solutions and from performance,
 - h) trading the original or the copies on which the work was fixed – introduction to trade, letting for use or rental of the original or copies,
 - i) placing in whole or in part in the tender materials and other proceedings related to the conclusion of contracts by Contracting Authority, as well as in applications to public authorities or applications to institutions financing or able to finance Contracting Authority' actions,
 - j) the right to create designs based on contest projects,
 - k) the right to perform construction works and other works according to designs based on contest project;
- 4) upon announcement of the contest results, Contracting Authority shall have an exclusive right to authorize the continued exercise of the dependent copyright without restrictions as to the territory, time and number of copies;
- 5) I /We declare that I/we have fulfilled information obligations provided for in Article 13 or 14 of the GDPR in relation to individuals whose personal data I have obtained indirectly or indirectly to participate in this contest.

.....
Place, date

.....
*Signature of Participant or person(s) authorized to represent Participant acting individually
 or signature of a plenipotentiary authorized to represent each of Participants acting jointly*

Appendix No 2a

PARTICIPANT'S DECLARATION ABOUT THE ABSENCE OF GROUNDS FOR EXCLUSION

Acting on behalf of:

.....
.....
.....

*the name of Participant acting alone and its registered office or place of residence
or names of Participants acting jointly and their registered office or place of residence*

in connection with **DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN WITH AN IDEA FOR DEVELOPMENT OF THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA**

I declare that

- 1) I am not subject to exclusion from the procedure for reasons specified in Chapter II, Point II, item 1 of the Regulations.

.....
Place and date

.....
Signature of Participant

Appendix No 2b

Participant's declaration about meeting requirements for participation in design contest

Acting on behalf of:

.....
.....
.....

*name of Participant acting individually and its registered office or place of residence
or names of Participants acting jointly and their registered office or place of residence*

in connection with **DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN WITH AN IDEA FOR DEVELOPMENT OF THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA**

I declare that Participant I represent:

- 1) meets requirements for participation in design contest as referred to in Chapter II, Point II, item 2 of the Regulations.

.....
Place and date

.....
Signature of person(s) authorized to represent Participant/s

Note:

as for joint application, application is submitted by plenipotentiary on behalf of all Participants.

Appendix No 3

TEMPLATE OF POWER OF ATTORNEY

Participants in **DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA**

.....
.....

name of Participant and its registered office or place of residence

.....
.....

name of Participant and its registered office or place of residence

hereby grant a power of attorney to:

.....
.....

name of plenipotentiary and its registered office or place of residence

authorized to act and assume obligations on behalf of Participant entering the contest jointly with others.

This power of attorney covers all actions taken by Participant, especially:

1. signing and submitting application for admission to design contest,
2. submitting contest project,
3. making and receiving any declarations of will and knowledge and acting on behalf of Participant as stipulated by law (certifying documents to be true copy, asking questions, providing explanations etc.*),
4. making and receiving declarations and notes on behalf of Participant entering the contest jointly with others*,
5. picking up the prize,
6. granting further powers of attorney*,
7. applying for legal protection measures.

**delete as appropriate*

.....
Place and date

.....
Signature of Participant or person(s) entitled to represent Participant entering the contest jointly with others

.....
Place and date

.....
Signature of Participant or person(s) authorized to represent Participant acting individually or person(s) entitled to represent Participant entering the contest jointly with others

Appendix No 4

(for Contracting Authority)

RECEIPT OF DELIVERY OF CONTEST PROJECT

DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN WITH AN IDEA FOR DEVELOPMENT OF THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA

On, at, a contest project marked with the following identification number was accepted:

--	--	--	--	--	--

.....
Stamp of Contracting Authority

.....
Signature of person accepting the contest project

(for the contest's Participant)

RECEIPT OF DELIVERY OF CONTEST PROJECT

DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN WITH AN IDEA FOR DEVELOPMENT OF THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA

On, at, a contest project marked with the following identification number was accepted:

--	--	--	--	--	--

.....
Stamp of Contracting Authority

.....
Signature of person accepting the contest project

Appendix No 5

PARTICIPANT'S IDENTIFICATION CARD

Acting on behalf of:

.....
.....
.....

*name of Participant acting individually and its registered office or place of residence
or names of Participants acting jointly and their registered office or place of residence*

I/we declare that contest project submitted to:

**DESIGN CONTEST FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE
AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYŚIA, UL. KS. KARD. S.
WYSZYŃSKIEGO AND UL. TKACKA**

was marked with the following identifying number:

--	--	--	--	--	--

I/we declare that the contest project:

was made as part of business operations

was not made as part of its business operations

.....

Place and date

.....

*Signature of Participant
or person(s) entitled to represent Participant (s)*

Appendix No 6**SUMMARY OF COSTS**

Item No	Summary of costs	Net value [PLN]
I.	Development work	
1.		
...		
	Point I in total	
II.	Earthwork	
1.		
...		
	Point II in total	
III.	Network reconstruction	
1.		
...		
	Point III in total	
IV.	Drainage	
1.		
...		
	Point IV in total	
V.	Pavements	
1.		
...		
	Point V in total	
VI.	Streets elements	
1.		
...		
	Point VI in total	
VII.	Traffic safety measures	
1.		
...		
	Point IV in total	
VIII.	Greenery	
1.		
...		
	Point VIII in total	
IX.	Street furniture	

1.		
...		
	Point IX in total	
X.	Other work	
1.		
...		
	Point X in total	
	TOTAL COSTS [net]	

Appendix No 7

DRAFT OF ESSENTIAL PROVISIONS OF AGREEMENT FOR BUILDING DESIGN FOR DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA

I. GENERAL PROVISIONS

§1

The subject of this agreement is to produce a building design of all industries for the project entitled "Development of the White Eagle Square in Szczecin and the area between the Polish Soldier Square, ul. Farna, ul. Sołtysia, ul. Ks. Kard. S. Wyszyńskiego and ul. Tkacka" i.e. the area the boundaries of which were established and described in the Contest Regulations as:

1. AREA A – the White Eagle Square in Szczecin,
2. AREA C – ul. Tkacka.

§2

1. This agreement covers:
 - 1) acquiring starting materials for designing;
 - 2) creating and transferring the final design in 2 copies;
 - 3) creating and transferring a complete multi-discipline design, building and implementation documentation; obtaining a building permit or effectively report works that do not require a building permit in 4 copies from each part;
 - 4) drawing up and transferring tender documents, i.e. bills of quantities, investor cost estimates and technical specifications of performance and acceptance of construction works in 4 copies from each part;
 - 5) participating in tender procedures;
 - 6) providing designer's supervision during the project execution on the basis of design and cost estimation documentation being the subject of the agreement;
 - 7) designer's supervision covers:
 - a) confirming whether construction works execution is in compliance with the design (it applies to all industries covered by the design),
 - b) agreeing on alternative and additional solutions (compared to those provided for in the design submitted by Construction Manager, Supervision Inspector, Contract Engineer or Contracting Authority) that constitute a non-substantial or substantial departure from the approved building design or other conditions covered by the building permit pursuant to Article 36a of the Act of 7 July 1994 Building Law (i.e. Journal of Laws 2018, item 1202),
 - c) preparing – at the request of Contracting Authority – alternative and additional drawings, descriptions, arrangements, permits, investor's cost estimates regarding alternative and additional solutions (compared to those provided for in the design) that constitute non-substantial or substantial departure from the approved building design or other conditions covered by the building permit and providing them to Contracting Authority,

- d) approving technical designs that need to be prepared by contractor and approved by designer according to design documentation,
 - e) in case of substantial departures from the approved building design or other conditions covered by the building permit pursuant to Article 36a of the Building Law, the design's author – acting on behalf of Contracting Authority – shall apply for a decision to change building permit,
 - f) explaining doubts arisen during the design execution reported by Construction Manager, Investor's Supervision Inspector, Contract Engineer or Contracting Authority (it applies to all industries covered by the design);
- 8) designer's supervision shall be provided after Designer receives a relevant notice from Contracting Authority;
 - 9) in the notice referred to in point 8) above, Contracting Authority shall specify the date of commencement of designer's supervision;
 - 10) Contracting Authority shall issue the notice referred to in point 8) above in writing, by fax or by e-mail;
 - 11) pursuant to applicable regulations and accepted accounting principles, changes and amendments made by Designer as a result of faulty or incomplete development of design documentation, do not constitute designer's supervision within the meaning of this agreement and are made free of charge;
 - 12) additional design documents going beyond the scope of the basic design will be drawn up separately, pursuant to provisions of the Public Procurement Law;
 - 13) the stay of a member of Designer's Supervision Team on the construction site, confirmed by an appropriate entry in the Site Log is considered designer's supervision;
 - 14) changes and amendments made by Designer to design documentation while providing designer's supervision will be substantiated with:
 - a) notes on drawings included in design documentation, bearing references, date they were made, name and signature of a designer-member of Designer's Supervision Team,
 - b) alternative or complementary drawings with description and information what elements of the design are replaced, along with date, name and signature of a designer-member of Designer's Supervision Team, provided in an electronic version,
 - c) memorandum of understanding or business notes signed by the parties and attached to the Site Log,
 - d) entries in the Site Log.
2. Design documentation referred to in Point 1 shall consist of:
 - 1) final design created on the basis of 1st prize-winning contest design, the Jury's recommendations and Contracting Authority's requests, in compliance with basic assumptions, submitted within 14 days of signing the agreement;
 - 2) visualizations for publication and presentation purposes;
 - 3) source materials, such as:
 - a) updated maps, including underground utilities;
 - b) extract and drawing from the local spatial development plan;
 - c) technical conditions for connecting utilities from their suppliers;
 - d) geological and engineering documentation;

- 4) building design: it should be created in accordance with the Act of 7 July 1994 – Building Law (i.e. (Journal of Laws of 2018, item 1202 and the Regulation of the Minister of Transport, Construction and Maritime Economy of 25 April 2012 on detailed scope and form of a building design (Journal of Laws of 2012, item 462, as amended), as amended). Building design should be made on current maps for design purposes and consist of the following parts:
 - a) land development design;
 - b) architectural and building design broken down into architectural and industry part, in order to obtain a decision on building permit or effectively report works that do not require a building permit;
 - c) information on safety and health protection in accordance with the Regulation of the Minister of Infrastructure of 23 June 2003 on information and plan regarding safety and health protection (Journal of Laws of 2003, No 120, item 1126).

Designer, acting on behalf of Contracting Authority, shall be required to:

- obtain a permit for demolition of building objects (if required);
 - obtain opinions for design solutions regarding land development and location of utilities network;
 - agree the building design with the Conservator of Monuments, including the location of possible archaeological sites.
- 5) Detailed design of all industries: created based on building design. Detailed design further elaborates the building design, thus allowing for an unambiguous assessment and evaluation of the subject of the agreement and the of construction works execution.
3. Tender documentation referred to in Point 1 shall consist of:
 - 1) investor's cost estimate and bill of quantity drafted separately for specific type of works, broken down into categories that will allow for determination of costs of each asset in accordance with the Regulation of the Council of Ministers of 10 December 2010 on the Classification of Fixed Assets (Journal of Laws of 2016, item 1864);
 - 2) detailed bills of quantities according to the Regulation of the Minister of Infrastructure of 2 September 2004 on detailed scope and form of design documentation, technical specifications of the performance and acceptance of construction works and the functional-utility program (i.e. Journal of Laws of 2013, item 1129); bills of quantities contain descriptions of works in technical order of their performance, along with materials, units, and labour (and their costs); they are prepared before the performance of works based on design documentation and should also be broken down into categories that will allow for determination of costs of each asset in accordance with the Classification of Fixed Assets;
 - 3) detailed technical specifications, including technical specifications of the performance and acceptance of construction works, containing detailed description of works, construction technology, type of materials used and conditions of acceptance of works.
 4. Designer shall perform works specified in points 1, 2 and 3 in accordance with the Jury's recommendations, Contracting Authority's requests, applicable regulations, including technical and construction standards, applicable Polish Norms and the principles of technical knowledge.
 5. Designer shall ensure that all individuals involved hold building and design licences and that their designs will be coordinated with each other in compliance with safety and health protection rules, considering the specifics of building objects being designed.
 6. Designer shall obtain opinions, agreements and checks of design solutions as required by law.

7. Designer shall explain doubts regarding the design itself and the solutions it contains, including the solution to any collisions between the existing and designed pipes/sewers/power lines, and shall consider the necessity to re-lay or replace the existing pipes/sewers/power lines.
8. Designer shall draft and apply for building permit in accordance with the Act of 7 July 1994 – Building Law (i.e. (Journal of Laws of 2018, item 1202) together with all attachments. Designer shall also make all necessary amendments and corrections and obtain agreements, opinions and checks necessary to obtain building permit or to effectively report works that do not require a building permit;
9. Designer shall provide designer’s supervision over the design execution throughout the whole construction project, especially during public procurement procedure (when selecting contractor), in accordance with the applicable laws, at Contracting Authority’s request and on the terms and conditions set out in the agreement.
10. Designer’s supervision shall be provided by Designer’s Supervision Team, under the management of the Designer’s representative, If necessary, Designer’s Supervision Team manager may be replaced by Designer’s Supervision Team shall consist of designers from particular industries. Designer cannot entrust supervision to other persons without Contracting Authority’s consent.
11. Designer’s Supervision Team manager shall visit the construction site once a week; detailed dates will be agreed after construction project begins.
12. Members of Designer’s Supervision Team shall be required to arrive at the construction site at the request of Contract Engineer or Contracting Authority within:
 - 1) 2 (two) days for local supervision,
 - 2) up to 6 (six) days for out-of-site supervision.
13. Designers may be called on to arrive at the site by fax or e-mail (the same applies to submitting enquires).
14. If Designer’s Supervision Team member can do its job in the office, without the necessity to arrive at the construction site, Designer shall specify the deadline for answering the question or providing explanations within 2 days of receiving the note. The proposed deadline must be approved by Contracting Authority and Contract Engineer (if appointed) and cannot be longer than 7 days.
15. Designer’s Supervision Team member staying at the construction site as part of designer’s supervision takes all actions assigned to Designer in accordance with the description contained in current “Environmental Principles of Valuation of Design Works”, chapter “Designer’s Supervision”.
16. Contracting Authority’s representative in the performance of the agreement will be
17. Investment supervision shall be provided by Contracting Authority or Contract Engineer appointed by Contracting Authority.
18. Manager and members of Designer’s Supervision Team are entitled to take actions under the provisions of the Building Law.
19. Manager and members of Designer’s Supervision Team are required to have third party liability insurance regarding building licences held.

II. DEADLINE FOR COMPLETION AND FINAL ACCEPTANCE

§3

1. Deadline for completion is determined as follows:
 - 1) providing the final design referred to § 2 (2) (1) within no more than days from the day of signing the agreement. Contracting Authority shall accept it within 14 days from the date it was provided with the final design, which will be confirmed by the signing of the "without objections" delivery and acceptance report. This deadline does not affect the contractual terms,
 - 2) handing over the building design referred to in § 2 (2) (4) to Contracting Authority no later than by 2019,
 - 3) handing over the detailed design referred to in § 2 (2) (5) to Contracting Authority no later than by,
 - 4) handing over an investment cost estimate, bill of quantities, technical specification of the performance and acceptance of works referred to in § 2 (3) no later than by,
 - 5) providing designer's supervision from the beginning of the project execution to its completion, but no longer than
2. The Parties agree that the subject of the final acceptance will be the subject of the agreement.
3. The agreement is considered performed when Designer provides to Contracting Authority all works specified in § 2 (1), (2) and (3) and Contracting Authority's representative signs the "without objections" delivery and acceptance report. Within 30 (thirty) days of delivery of the design documentation Contracting Authority shall analyse design documentation and either sign the "without objections" delivery and acceptance report or raise objections to the documentation. Raising objections to design documentation by Contracting Authority causes contractual deadlines to hold up. The signing of the "without objections" delivery and acceptance report by Contracting Authority forms the grounds for issuing a VAT invoice.
4. If the agreement has not been performed in accordance with § 2 (1), (2) and (3), it is considered defective or incomplete, Designer shall be required to fix it without additional remuneration within the deadline set by Contracting Authority.

III. DESIGNER'S REMUNERATION AND TERMS OF PAYMENT

§4

1. Designer's remuneration for correct and timely performance of the agreement is:
 - 1) PLN gross (..... złotych) for drawing up design documentation,
 - 2) PLN gross (..... złotych) for providing designer's supervision.
2. Remuneration referred to above covers all costs incurred by Designer in connection with the performance of the agreement.
3. An invoice issued by Designer after design documentation is drawn up and after Contracting Authority signed the "without objections" delivery and acceptance report shall constitute the basis for payment of remuneration for design documentation referred to in § 4 (1) (1).
4. An invoice issued by Designer after entries in the Site Log confirming visits to the construction site are presented shall constitute the basis for payment of remuneration for designer's supervision referred to in § 4 (1) (2).
5. If designer's supervision is not provided, remuneration for this service will not be paid to Designer and Designer will not lay any claims against Contracting Authority.
6. Remuneration will be payable by transfer to Designer's account indicated in the VAT invoice.

7. The payment deadline for invoices is 14 (fourteen) business days following the date of receipt of invoice correctly issued by Contracting Authority.
8. The day on which Contracting Authority's bank account is debited with the payment shall be deemed the payment date.

IV. CONTRACTUAL PENALTIES

§5

1. Designer shall pay Contracting Authority contractual penalties:
 - 1) for failure to meet any of deadlines referred to in § 3 (1) (1-4) of the agreement in the amount of 0.1% of the agreed gross remuneration referred to in § 4 (1) (1) for each day of delay;
 - 2) for delay in arriving at the construction site (in violation of deadlines specified in § 2 (12)) in the amount of PLN 300 net for each day of delay, excluding delays beyond Designer's control;
 - 3) for delay in removing defects found during the final acceptance or during the warranty period in the amount of 0.1% of the agreed remuneration referred to in § 4 (1) (1) for each defect and for each day of delay.
2. If deadlines for the performance of the agreement as specified in § 3 (1) (1-5) are exceeded by 30 (thirty) days, Contracting Authority reserves the right to terminate the agreement with immediate effect. In this case, the Designer, in addition to penalties mentioned in Point 1, shall pay Contracting Authority a contractual penalty in the amount of 30% of gross contractual remuneration.
3. Designer agrees that contractual penalties be deduced from its remuneration.
4. Contracting Authority shall pay Designer statutory interest for delay in payment of the VAT invoice referred to in § 4 (3).
5. Contracting Authority may seek compensation on general terms if damage exceeds the amount of the contractual penalty.

V. CHANGES TO THE PROVISIONS OF THE AGREEMENT

§6

1. Pursuant to Article 144 of the Public Procurement Law, Contracting Authority provides for the possibility of making significant changes to the agreement such as a change of deadline for the agreement performance, a change of remuneration or a change of the scope of the agreement.
2. A change of deadline for the agreement performance will be possible especially if:
 - a) Designer does not obtain any agreements, opinions or decisions allowing it to keep the deadline, even if Designer exercised due diligence and acted in reasonable advance,
 - b) generally applicable provisions of law change,
 - c) the scope of the agreement changes and the need to perform additional or supplementary work occurs,
 - d) other projects and actions connected with the agreement affect its timely performance,
 - e) there are objective obstacles (such as ice, natural disasters, the need to remove unexploded bombs) to the performance of the agreement.

3. Deadline for providing designer's supervision may change depending on when the procedure for the award of a public contract for construction works and completion of construction works starts.
4. A change of contractual remuneration will be possible especially if:
 - 1) statutory VAT rate changes significantly,
 - 2) legal status changes, hence it will be necessary to change the scope of the agreement, perform additional or supplementary work, and consider an impact of other projects and actions connected with the agreement,
 - 3) the number of visits to the construction site as part of designer's supervision changes. If the number of such visits increases or decreases, remuneration will be changed respectively in the form of an annex to the agreement, based on the rate for one such a visit specified in the agreement.
5. The parties agree that they will execute a written annex regarding remuneration if any of the changes referred to in Article 142 (5) of the Public Procurement Law occurs.
6. The change of remuneration will be effective from the date of signing the annex. Remuneration will be compensated from the day the changes started to apply, but not earlier than from the day of submitting correct application (i.e. a statement along with justification and evidence confirming how the changes affect Designer's remuneration), referred to in Point 12.
7. If tax rate on goods and services changes, the net value of Designer's remuneration will not change, and gross remuneration specified in the annex will be re-calculated on the basis of new provisions.
8. As for the change referred to in Article 142 (5) (2) of the PPL, Designer's remuneration will be modified by the value of Designer's total cost change resulting from the change of remuneration of employees performing the agreement up to the amount of the changed minimum remuneration, considering all public and legal burdens on the minimum remuneration increase.
9. As for the change referred to in Article 142 (5) (3) of the PPL, Designer's remuneration will be modified by the value of Designer's total cost change that Designer will be required to incur, provided that net remuneration of employees performing the agreement will not change.
10. The subject matter can be changed especially if:
 - 1) it is necessary to change design documentation or adopt new design solutions, without which the performance of the agreement would be impossible or potentially incorrect, or if it is necessary for other important reasons,
 - 2) additional works must be done,
 - 3) agreements, opinions, technical conditions or decisions obtained by Designer so require,
 - 4) generally applicable provisions of law change, thereby affecting the performance of the agreement.
11. Contracting Authority may change the staff engaged in the performance of the agreement, provided that new employees meet requirements set out in the Regulations.
12. The agreement may be changed at the initiative of Contracting Authority or Designer by a written request submitted to the other party with change description and its justification.
13. Except for the situation referred to in Point 7, making changes in remuneration requires that Designer provide a statement along with justification and evidence confirming how changes referred to in Points 8 and 9 affect Designer's remuneration.

VI. RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE AGREEMENT

§7

1. While performing the agreement, Contracting Authority has the right to control and assess the progress of works.
2. Designer's representative will be:
....., available at the phone number:
3. Contracting Authority's coordinator will be:
....., available at the phone number:
4. Designer is required to describe in design documentation the technical solutions and materials used in an unambiguous and exhaustive way, using sufficiently precise and understandable terms. Design documentation shall not contain proper names, trademarks, patents, origin and terms that would impede fair competition. If it is justified by the specificity of an order and it is impossible to describe technical solutions and materials by means of sufficiently precise terms, Designer may use the terms indicated in the previous sentence, on condition that the phrase "or equivalent" is added and the minimum technical requirements for equivalent materials or technologies are provided. If proper names, trademarks, patents, origin and terms that would impede fair competition were used, Designer should provide written justification for their use.
5. During the tendering procedure for the project execution based on the design, Designer is required to answer tenderers' questions regarding the design and to fill in the gaps in the design and the bills of quantities.

§8

1. The warranty period required by Contracting Authority is 24 (twenty-four) months from the day of final acceptance.
2. The warranty period begins on the date of signing the final acceptance report by Contracting Authority.

§9

1. Upon the transfer of documentation being the subject of the agreement to Contracting Authority, Designer transfers to Contracting Authority, as part of remuneration set out in § 4 (1) (1) hereof, all proprietary copyright and ownership of the work, including the right to exercise the dependent copyright, and consents to any changes to all or part of documentation, according to Contracting Authority's current needs. Designer declares that any changes made at Contracting Authority's request do not constitute a violation of Designer's moral rights, especially the right to the integrity of documentation or personal rights.
2. Transferring to Contracting Authority all proprietary copyright and dependent rights within the meaning of the Act on Copyright and Related Rights to the documentation constituting the subject of this agreement covers the following fields of exploitation without restrictions as to the territory, time and number of copies:
 - 1) disposing of and using contest projects without the need to obtain separate consent from the Designer,
 - 2) saving contest projects to the computer hard drive and computer networks,
 - 3) disseminating contest projects by showing and publishing them in whole or in parts by means of any technique in publications promoting investments or Contracting Authority itself, in mass media, at meetings, conferences and on websites,

- 4) reproduction, multiplication of copies of contest projects by means of any technique,
 - 5) public performance, exhibition, screening, presentation and broadcast as well as rebroadcast, and making contest projects publicly available in such a manner that anyone could access it at a place and time selected thereby,
 - 6) translation, adaptation, arrangement or any other modification at the discretion of Contracting Authority, without the need to obtain a separate consent from the Designer,
 - 7) modifications to contest projects resulting from the need to develop design solutions and from performance,
 - 8) trading the original or the copies on which the work was fixed – introduction to trade, letting for use or rental of the original or copies,
 - 9) placing (in whole or in part) in tender materials and other procedures related to the conclusion of agreements by Contracting Authority, in applications to public authorities or applications to institutions financing or able to finance Contracting Authority's activity;
 - 10) the right to create designs based on contest projects,
 - 11) the right to perform construction works and other works according to designs based on contest project;
 - 12) making contest project available to third parties so that they can supervise the performance of works based on such a contest project.
3. Upon conclusion of the agreement, Contracting Authority shall have an exclusive right to authorize continued exercise of dependent copyright without restrictions as to the territory, time and number of copies.
 4. Designer shall ensure Contracting Authority that the exercise of rights referred to in Point 2 will not infringe any patent rights, trademark rights, copyright or other intellectual and industrial property rights that are vested in third parties.
 5. If a claim is raised against either party that the exercise of rights indicated in Point 2 violates any existing patent, copyright, trademark law or other intellectual or industrial property rights, Contracting Authority shall immediately inform Designer about this fact (if such a claim was submitted to Contracting Authority); Designer, on the other hand, is required to undertake at its costs all actions aimed at denying such a claim, unless it is well-founded. If a claim is submitted to Designer, it is required to inform Contracting Authority about this fact in writing within 3 days from the date of becoming aware of the submission of claims by third parties.
 6. If a lawsuit is filed against Contracting Authority for infringing third party's intellectual property rights or industrial property, Designer is obliged to apply for joining the proceedings as a secondary intervener and to reimburse Contracting Authority for litigation costs on condition that Designer was informed about such a lawsuit within in advance and had the time for defence. Contracting Authority shall not take any actions without a written notice to and consultations with Designer regarding further proceedings.
 7. In the case referred to in Point 5, Designer shall immediately obtain appropriate intellectual or industrial property rights from third party at its own expense, or promptly replace or modify the subject of the agreement in part or on whole at its own expense so that it does not infringe intellectual or industrial property rights, provided that it will not negatively affect the functionality agreed in the agreement. Designer shall compensate Contracting Authority for losses arising in connection with the modification of the subject of the agreement.
 8. Irrespective of the transfer of copyright referred to above, Designer shall not bear any consequences resulting from:
 - 1) changes made to the agreement by Contracting Authority or third parties,

- 2) the use of contest design its parts in other studies by Contracting Authority or third parties.

VII FINAL PROVISIONS

§10

1. In matters not covered by the agreement the provisions of the Civil Code and other generally applicable laws shall apply.
2. Contracting Authority reserves the right to withdraw from the agreement for reasons referred to in Article 145 (1) of the Act of 29 January 2004 – Public Procurement Law.
3. All disputes shall be settled by the competent common court in Szczecin.
4. The Contest Regulations, the 1st prize-winning contest design and post-contest guidelines constitute an integral part of the agreement.
5. All changes and amendments to the agreement must be made in writing to be valid.
6. The agreement was drawn up in four identical copies, two for each Party.
7. This agreement constitutes public information within the meaning of the Act of 6 September 2001 on access to public information and is subject to disclosure on terms and in the manner set out in this Act.
8. Pursuant to Article 13 (1) and (2) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) (Journal of Laws of UE L 119 of 4 May 2016, page 1), hereinafter referred to as the "GDPR", Contracting Authority informs that:
 - a) the Szczecin Municipality – Szczecin Municipal Office is your personal data controller;
 - b) contact details of the personal data supervisor:
phone: 914245702,
e-mail: iod@um.szczecin.pl,
 - c) your personal data will be processed on the basis of Article 6 (1) (c) of the GDPR for purposes related to this contest,
 - d) individuals or entities to whom the contest documentation will be made available pursuant to Article 8 and Article 96 (3) of the Public Procurement Law will be the recipients of your personal data,
 - e) your personal data will be stored pursuant to Article 97 (1) of the Public Procurement Law for a period of 4 years from the day the contest ends,
 - f) an obligation to provide your personal data directly to you is a statutory requirement set out in the provisions of the Public Procurement Law, related to participation in the contest; the consequences of failure to provide specified data result from the PPL,
 - g) decisions regarding your personal data will not be based solely on automated processing, according to Article 22 of the GDPR,
 - h) pursuant to:
 - Article 15 of the GDPR, you have the right to access to your personal data,
 - Article 16 of the GDPR, you have the right to rectify your personal data*,
 - Article 18 of the GDPR, you have the right to request that the controller restrict the processing, subject to the cases referred to in Article 18 (2) of the GDPR**,

- you have the right to file a complaint to the President of the Office for Personal Data Protection if you decide that the processing of your personal data violates the provisions of the GDPR;
- i) pursuant to:
 - Article 17 (3) (b), (d) or (e) of the GDPR, you do not have the right to erase your personal data,
 - Article 20 of the GDPR, you do not have the right to transfer personal data,
 - Article 21 of the GDPR, you do not have the right to object to the processing of personal data as the legal basis for the processing of your personal data is Article 6 (1) (c) of the GDPR.

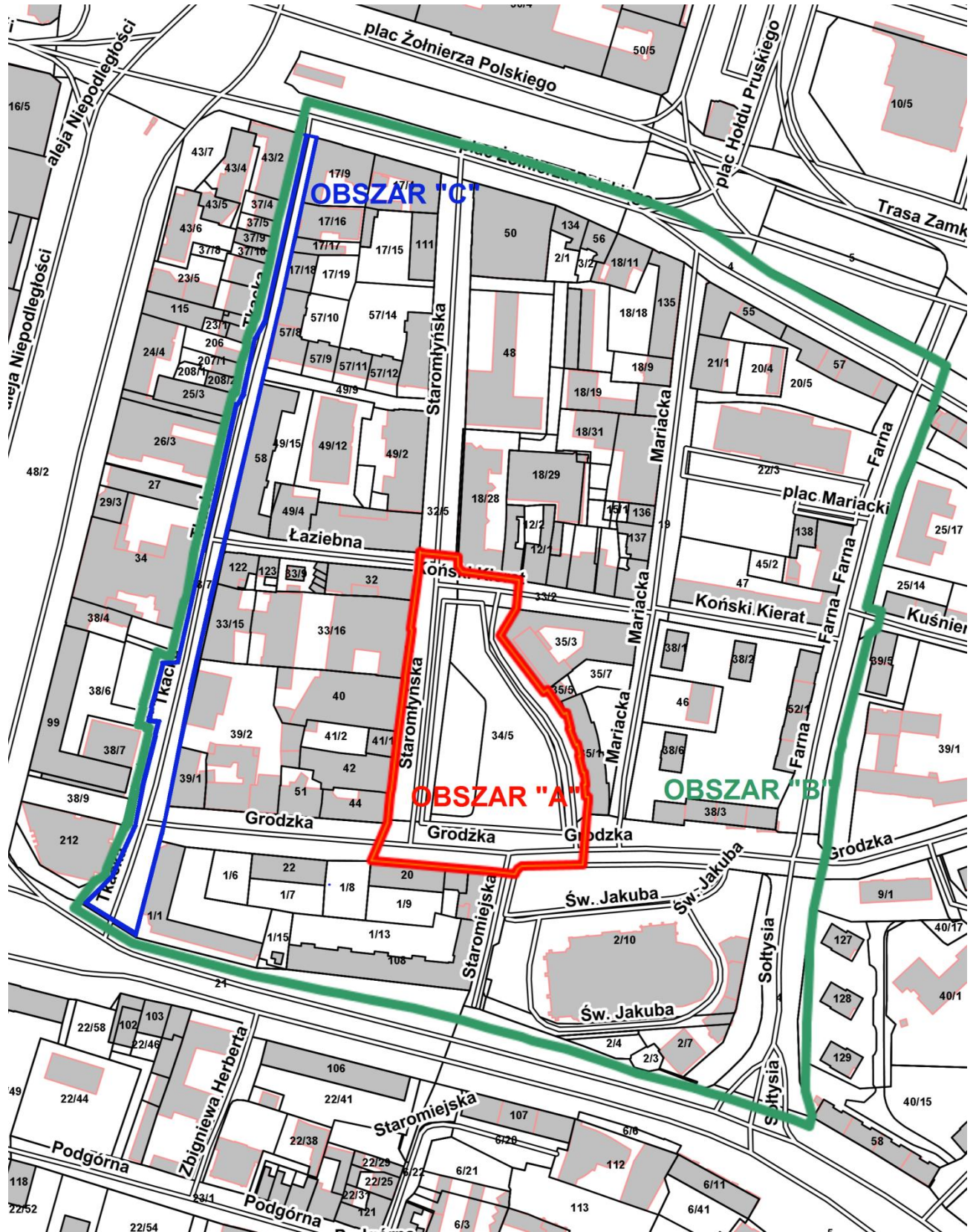
CONTRACTING AUTHORITY

DESIGNER

.....

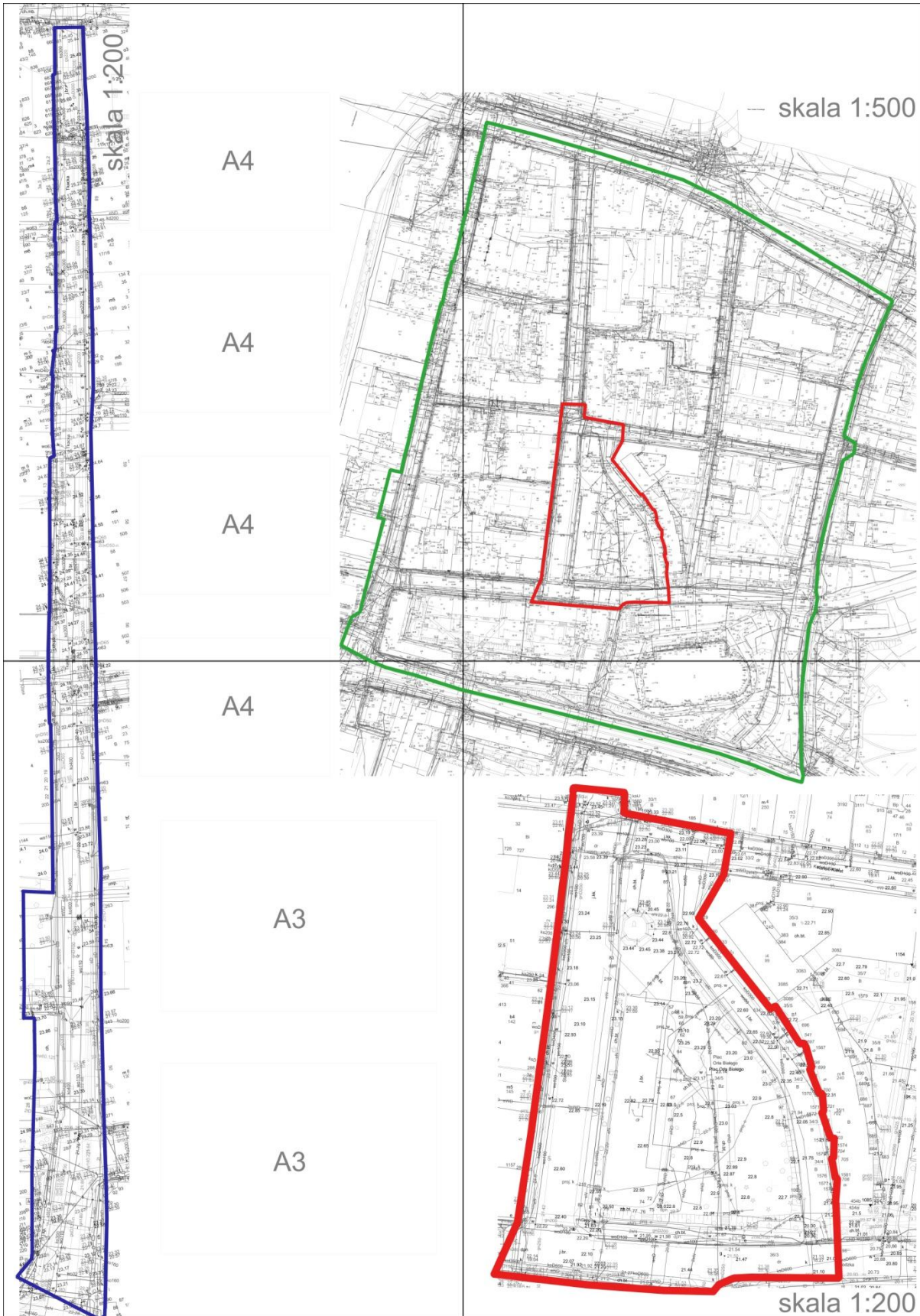
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Appendix No 8



DESIGN CONTEST FOR THE DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA

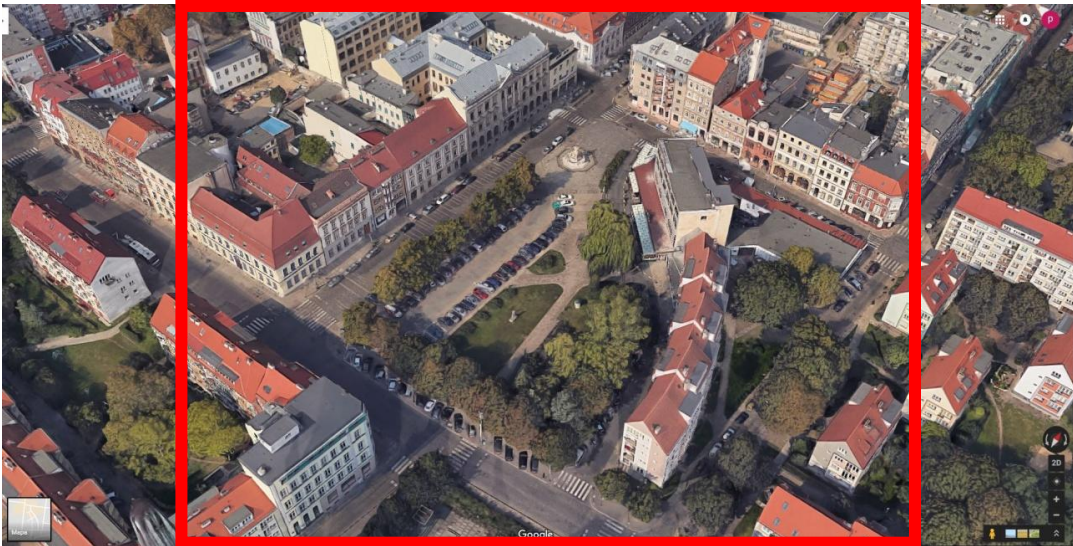
Appendix No 9



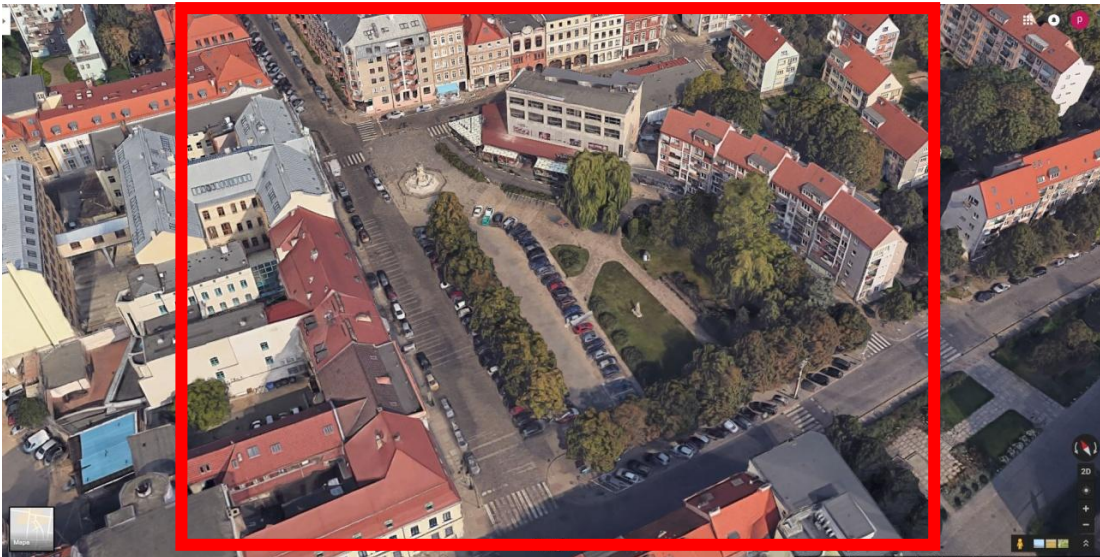
DESIGN CONTEST FOR THE DEVELOPMENT OF THE WHITE EAGLE SQUARE IN SZCZECIN AND THE AREA BETWEEN THE POLISH SOLDIER SQUARE, UL. FARNA, UL. SOŁTYSIA, UL. KS. KARD. S. WYSZYŃSKIEGO AND UL. TKACKA

Appendix No 10

VIEW 1A



VIEW 2A



VIEW 3A



VIEW 1B



VIEW 2B



VIEW 3B

