

Resolution number O-01-2006
of the National Council of the Chamber of Architects
adopted on 13.01.2006

pursuant to resolution no. 10 of the 3rd National Reporting Convention of the Chamber of Architects and resolution no. 19 2nd National Reporting Convention of the Chamber of Architects, and in relation to article 33 clause 4 of the Act on professional associations of architects, construction engineers and urban planners,

the National Council of the Chamber of Architects

aiming to ensure the required quality of architectural services, increase the level of competition in the market for these services and ensure proper provision thereof, as well as bearing in mind that:

- **the quality of architectural practice is of vital importance for the contracting authorities of architects and the society;**
- **the contracting authorities and the society must be aware of the quality requirements with respect to architectural services, so as to ensure complete attainment of the goals underlying the provision of these services;**
- **the architects providing design services should first and foremost compete on the grounds of quality, with quality standards being precisely defined;**
- **architectural services must be provided in an ethical manner, in accordance with the**

STANDARDS FOR ARCHITECTURAL PRACTICE AND EXTENT OF SERVICES

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STANDARDS FOR ARCHITECTURAL PRACTICE AND EXTENT OF SERVICES

Appendix to Resolution number O-01-2006 of the National Council of the Chamber of
Architect dated 13.01.2006

INTRODUCTION

The purpose of these Standards is to set out requirements posed with respect to the way architectural services are performed and the extent thereof, so as to maximise the contracting authorities', architects' and public benefit, and ensure attainment of the contracting authorities' goals, in accordance with best architectural practice, social needs, the art of construction, the law and the professional ethics. These standards also specify contracting authority activities, aimed at enabling architects to provide services.

DEFINITIONS

<u>Architect</u>	provider of architectural services, who is responsible for the provision thereof (an independent architect, architectural company, versatile company employing architects).
<u>Contracting authority</u>	any party ordering architectural services (not an architect or contractor performing construction works) - investor.
<u>Contractor</u>	any party performing the entire or a part of construction works or otherwise a subcontractor
<u>Bidder</u>	any party bidding for a contract for a part of or the entire construction works.
<u>Design Works</u>	any design works, regardless of by whom they are performed .
<u>Design</u>	a complete part of any design works; an industry specific design – developed in relation to a specific industry; a conceptual, construction or executive design – developed with respect to a specific phase of design works.
<u>Executive Technological Design</u>	a specialist study, based on specific requirements of a technology, developed for the purpose of performing of a service.
<u>Design guidelines</u>	(also guidelines for design) developed by an architect with respect to a project requiring specialist knowledge, by a specialist designer, contractor, subcontractor or a supplier of technology or equipment – often developed for the purpose of preparation of executive technological designs.
<u>Design documentation</u>	all types of designs and design guidelines
<u>Documentation</u>	design documentation, also including any other documents, contracts, notes and arrangements .
<u>Standard Performance</u>	scope of performance related to the provision of a specific service, which is performed by architects as a standard, provided that the contract does not provide for another scope of performance.
<u>Additional Performance</u>	scope of performance not performed by architects as a standard in relation to providing a specific service.

STANDARDS

The Professional Code of Ethics specifies the general requirements with respect to the conduct of architects. On the other hand these standards provide detailed explanations of these requirements, also aiming them at services and performances related to design and supervision over service provision.

These standards are not the official interpretation of the Code of Ethics – however they might be useful, but not decisive – as far as interpretation thereof or assessment of the quality of architectural work and conduct is concerned.

PART A ARCHITECTURAL PRACTICE STANDARDS

The essence of the architectural profession is creativity, which is realised by erection or reconstruction of buildings, as well as development of their surroundings.

Architectural creativity is realised as a result of satisfying of human building and construction needs – this includes individuals – i.e. contracting authorities and the society as a whole, as erection of buildings influences the public, whose needs are expressed in respect for the space, which is a common good in any culture, as well as in other cultural, environmental, social and economic values that are important for societies, in which architects are practicing. The architectural profession involves participation in creation of culture and protection thereof.

The individual character of each project involves not only the necessity to provide for social and individual needs related to that project. The key issues here include the talent and the personality of the author, which determine the quality of the design and the architecture. Quality of architectural services defined in this way cannot be guaranteed by strict adherence to any standards, as it is too dependant on artistic abilities, beliefs and professional philosophy of the author. However it should be a duty and an ambition of any architect to create high quality designs.

Talent is an essential prerequisite necessary for creation of high quality architecture – however it is not the condition that guarantees the attainment of this goal. Architects also need to have respect for the surrounding environment and culture, as well as knowledge, abilities and experience.

A.1 Respect for the existing values

Standard A. 1.1 Architects must strive to acquaint themselves and to understand the broad needs of the public to the fullest possible extent. The duty of architects is to make suitable provisions for such needs in their work. When an architect decides to take on a project, he/she is introduced to the place where the project is to be located, the surrounding environment, the landscape as well as requirements related to the protection thereof, the developments and its historical and cultural characteristics, the economic conditions and life standards of the local society.

Standard A. 1.2 When an architect takes on a project in a country or region of different culture or provides services for a community of different cultural identity, he/she must understand the identity and the specifics of such community, so as to make sure that their work does not infringe on the values particular to that identity.

A.2 Making provisions for the contracting authority's needs and requirements

Standard A.2.1 Architects strive to acquaint themselves and to understand to the fullest possible extent the general needs of contracting authorities related to their projects, and strive to satisfy these needs.

Standard A.2.2 Architects must not place the contracting authority's interest above that of the society. If meeting the contracting authority's needs requires breaching of cultural or social values or any other values that are important for the public, architects shall be obliged to protect these values just as they do the contracting authority interest. However, if

they are in conflict that cannot be done away with or solved by the architect, the architect ought to give such a project up.

Standard A.2.3 Architects must not pursue their creative aspirations at the cost of contracting authority's satisfaction.

Standard A.2.4 Architects should not give up their creative aspirations or professional beliefs just to satisfy their contracting authorities. If performance of services requires giving up of such professional beliefs, architects should not take on such projects.

A.3 Integrity of architectural works

Standard A.3.1 Architects should treat each and every project individually and with particular attention, as they ought to understand that the creative combination of public requirements with those of contracting authorities, determines the performance of the creative duty of architects.

Standard A.3.2 Any application of repeatable solutions or typical projects must be verified with respect to individual contracting authority needs as well as those of the public. Any demands of contracting authorities to apply such solutions shall not diminish the architects' responsibility for the effects thereof on the public.

Standard A.3.3 Architects should treat any project that they take on, as integrity that they should fully control and be in charge of. Particularly architects should not agree to develop initial phases of projects, if continuation thereof is not guaranteed, or otherwise if separation of fragments vital for its quality is not guaranteed, if the way of performance does not influence the same.

A.4 Creativity and its protection

Standard A.4.1 Architects as the owners of copyrights must respect and act in accordance with the public interest – any public losses could eventuate, if the architect disposes of his/her contingent copyrights allowing for continuation on their work (continuation or re-work of the design or completed project).

Standard A.4.2 Architects as the owners of copyrights must respect and act in accordance with the contracting authority interest – particularly meeting of reasonable contracting authority needs must not be blocked by extension of architect's copyrights beyond the boundaries of protection of important values of their work.

A.5 Knowledge, views and abilities of architects

Standard A.5.1 In order to consciously practice architecture, architects should have precise views and beliefs in any issues related to their profession. Having and respecting of such views and beliefs is a professional duty of architects. Architects are also entitled to demand that their contracting authorities respect such views and beliefs.

PART B ORDER ACCEPTANCE STANDARDS**B.1 Presentation of architects, their achievements and businesses**

Standard B.1.1 Architects provide their contracting authorities with required information concerning their achievements and organisation that will work on the project. Architects shall also present their professional views and beliefs that will be reflected their work.

Standard B.1.2 Not only should architects obtain from their contracting authorities information about the subject matter of the required service, but also information concerning the contracting authority , their views and beliefs, their investment activity and related achievements, the legal status of their company as well as any other information that might be important for the provision of the required service and maintaining of cooperation standards.

B.2 Introductory order related information

Standard B.2.1 Architects must obtain from their contracting authorities information that will allow them to initially assess the subject matter of the order, the needs and expectations of the contracting authority as well as the plausibility of achieving of the desired ends. Architects must not take on a project, if they are not aware of the parameters thereof or the conditions underlying the provision of the required services have not been sufficiently disclosed.

Standard B.2.2 During negotiation preceding acceptance of an order for services, Architects must provide their contracting authorities with information on the subject matter of the order, possibilities and conditions underlying the meeting of the contracting authority 's expectations, service provision conditions as well as areas of possible conflicts, which must be removed before the order is accepted.

B.3 Conflict of interests and acceptance of orders

Standard B.3.1 Bearing in mind the welfare of the contracting authority as well as their own best interest, Architects must not take on projects if there are any conflicts of interests.

Standard B.3.2 In a situation where there is a conflict of interests, architects must not place the interest of their contracting authorities above those of third parties. By providing services to contracting authorities, Architects must not infringe on the interest of those people, nor can they take on projects that might result in infringing of such interest.

Standard B.3.3 In the situation of conflict of interests Architects must first and foremost act in accordance with the best interest of their contracting authorities, any place such interest before one of their own. Benefits offered by a project must not be decisive as far as ignoring or discarding of any possible threats for the contracting authority interest is concerned – provided that any such threats might result out of the conflict of interest.

B.3.1 Conflict of interest between the architects' contracting authorities

Standard B.3.1.1 Conflict of interest between architects' contracting authorities is deemed to take place in a situation, where technical parameters or legal conditions underlying their investment project influence the decision made by the architect. Designing investment projects of the same nature for competing contracting authorities is not deemed to be a conflict of interest, unless making of design related decisions by an architect requires specific knowledge on the part of the designing architect (e.g. marketing information) that is particular to one investment project and is used in the other one.

Standard B.3.1.2 In the case of conflict of interest between two contracting

authorities, architects must act in accordance with the interest of the contracting authority with whom they are under a service provision contract, and hence they should decide not to enter in such a contract with the other contracting authority .

B.3.2 Conflict of interest between architects

Standard B.3.2.1 Architects are entitled to take on work started by another architect, provided that it was not performed in accordance with professional standards, incorrectly, untimely and they might result in losses for the contracting authority.

Standard B.3.2.2 Architects taking on projects involving extension or reconstruction of a facility designed by another architect, must strive to make arrangement with that architect as to the form and nature of the project.

Standard B.3.2.3 Architects who designed a facility, and is asked by another architect or that architect's contracting authority to transfer to them the copyrights thereto, in relation to reconstruction or extension of a facility, will grant such consent to the extent justified by reasonable needs of the contracting authority.

Standard B.3.2.4 Architects should strive to ensure that any issues related to copyrights and possible execution of contingent copyrights should be duly provided for in a contract, also including the areas of application of such copyrights. They must also inform the contracting authority about the possible repercussions of such provisions, so as to protect their interest during the course of working on a contract and thereafter. This is intended to protect contracting authorities from possible conflicts of interest in the future.

B.3.3 Evidencing conflicts of interests

Standard B.3.3.1 Architects are obliged provide written evidence of conflict of interests.

PART C STANDARDS RELATED TO CONTRACTUAL PROVISIONS

C.1 Scope of contracts for architectural services

Standard C.1.1 Contracts for architectural services ought to provide for any regulations that might influence the provision of the service, particularly including the following:

- *the purpose and the scope of works to be performed;*
- *division and limitation of responsibilities;*
- *regulations concerning the architect's subcontractors;*
- *budget/project costs;*
- *completion deadlines;*
- *remunerations and ways of calculation thereof;*
- *architect's copyrights;*
- *architect's insurance;*
- *requirements regarding confidentiality and keeping business and commercial secrets*
- *contract termination provisions;*

C.2 Purpose and scope of architectural works

Standard C.2.1 Prior to commencing the performance of services, Architects must prepare as complete a list as possible of any required guidelines or information that need to be supplied. Such a list ought to be included in the contract. The contracting authority and the architect should make arrangements as to how this information is to be obtained, including indication of the party responsible for the provision of each piece of

- information or guideline specified in the list.
- Standard C.2.2 Following the receipt of the required information from the contracting authority, architects should present the scope of their services necessary to achieve the ends desired by the contracting authority, so as to satisfy the contracting authority's expectations and requirements of good practice.
- Standard C.2.3 Architects are not entitled to extend the scope of their services beyond that necessary to perform the required task, if this is likely to accrue additional fees that the contracting authority had not been informed about.
- Standard C.2.4 Architects are not entitled to limit the scope of their services necessary to perform the required service.
- Standard C.2.5 If the contracting authority demands limitation of the architectural services, which might result in incomplete performance of the required task, the architect must warn the contracting authority of the possible effects of such limitation. If the demand of limitation of architectural services is likely to prevent the architect from completing the required tasks, pose a threat to the public interest or cause any other complications in the future, the architect should refuse to enter into such a contract.
- Standard C.2.6 Any contract for architectural services should include a so called exceptions clause – i.e. specification of services not covered by the contract, as well as the manner of ordering of such services.
- Standard C.2.7 Any contract for architectural services should include a so called exclusions clause – i.e. specification of services not covered by the contract, which shall not be performed by the architect.

C.3 Division of responsibilities between the contracting authority and the architect

- Standard C.3.1 Under any contract for architectural services Architects shall have the following responsibilities:
- keep the contracting authority informed about the progress of the works as well as about any important circumstances that could influence the performance of the service or completion of the required task;
 - provide services in accordance with expectations of the contracting authority, the art of building and any pertinent requirements under law;
 - provide services in a complete and conscientious manner;
 - complete services by the deadlines specified in the contract;
 - ensure author's supervision over the works.
- Standard C.3.2 Under any contract for architectural services Architects shall impose the following responsibilities upon their contracting authorities:
- defining of the purpose and subject matter of the investment project;
 - timely provision of complete input data, required for the performance of the services – as specified in the contract;
 - timely consultation and arrangement of any works performed by the architect under the contract;
 - timely payment of fees;
 - hiring contractor and investor's supervisor, and entrusting them (not the architect) with the duty to exercise technical control over the constructions works, select methods and technologies for the performance of the works, ensure safety requirements, determination and controlling of construction schedule, so as to ensure that the building is constructed in accordance with the

design and in due time, so as to ensure final acceptance of the building, and not entrusting the contractor with the duty to perform any design works, without the knowledge and acceptance of the architect.

C.4 Regulations pertaining to architectural subcontractors

Standard C.4.1 Architects are entitled to freely select their subcontractors or to reject any subcontractors indicated by the contracting authority (such a provision should appear in any contract for architectural services).

Standard C.4.2 If industry specialists or other experts involved in any works related to the ordered architectural services shall be hired directly by the contracting authority, while the architect shall be entitled to approve them, specify the extent of work to be performed by them, coordinate and assess their work, so as to ensure that the architectural services are performed in accordance with the pertinent requirements (such a provision should appear in any contract for architectural services).

C.5 Project budget (construction costs)

Standard C.5.1 Architects must assess the cost estimate prepared by the contracting authority, particularly including the level thereof in relation to the estimated magnitude of the investment project and the expected standard. The costs of construction must be real and in conformity with the assumptions.

Standard C.5.2 The costs of construction specified in the contract should clearly refer to the pertinent scope of works. The architect should particularly indicate those scopes of work, the costs of which were not determined or were determined based on assumptions other than the rest of the investment project and might be changed as a result of additional information, design arrangements or arrangements made with the contracting authority etc.

C.6 Completion deadlines

Standard C.6.1 Architects are obliged to complete their services by deadlines specified in the contract.

Standard C.6.2 Being aware of the requirements arising out of meeting of the Contracting authority requirements and expectations as well as other professional obligations, architects must not agree to perform services by deadlines that, if kept, might negatively influence the scope, the quality and reliability of the work.

Standard C.6.3 If the contracting authority delays the performance of its duties arising out of the contract, the architect shall be entitled to accordingly delay the completion of his/her work.

Standard C.6.4 If the contract completion deadlines are dependent on official or other procedures or actions that are independent of the architect, and such procedures or actions are performed with a delay, the architect shall be entitled to accordingly delay the completion of his/her work.

C.7 Architects' remuneration and fees

Standard C.7.1 The architect's remuneration shall be calculated as a percentage of the value of the construction works to be performed in relation to the investment project.

Standard C.7.2 The architect's remuneration should be adequate to the scale and degree of the investment project's design complicity and the scope of the services included in the valuation. Services covered in the agreement, but not included in the agreed remuneration, should be described in the contract, including specification of the remuneration and the manner of payment.

Standard C.7.3 The architect's remuneration for design works shall remain unchanged, regardless of the ultimate cost of the investment project, unless this results out of change of the investment project parameters that change the scope of the works.

C.8 Architect's copyrights

Standard C.8.1 When specifying the value of remuneration for exercising or transfer of copyrights, architects must not take advantage of the circumstances, in which the decision of disposal of such rights is made to achieve additional and unreasonable profits.

Standard C.8.2 Architects shall grant a non exclusive licence to their work (design), which shall involve execution (construction) thereof at a single location indicated in the contract, and for a specified remuneration (fee).

Standard C.8.3 When calculating the value of his/her remuneration for exercising of his/her copyrights on more than one location or consenting to exercising of contingent copyrights by entities other than the author, the architect shall base his/her decision on the actual relationship between the value of the pertinent remuneration and that payable for the performance of the services. The value of this remuneration should not exceed the value of the "fair profit" foregone.

C.9 Architect's insurance

Standard C.9.1 Architects who are members of the Chamber of Architects hold obligatory Civil Liability Insurance – just as it is required under law.

Standard C.9.2 Architects are obliged to inform their contracting authorities about any insurance policies that they hold as well as the resulting insurance coverage and the value of amounts insured. Policies guaranteeing insurance adequate to the works performed must be attached to contracts.

C.10 Confidentiality, professional and commercial secrets

Standard C.10.1 Architects are obliged to protect contracting authorities' personal particulars, description and address of the investment project, numerical data describing the investment project, as well as not to provide any such information without reasonable cause.

Standard C.10.2 Architects are obliged to protect business information concerning the designed project as well as any other projects, disclosed by potential contracting authorities. Such data may be disclosed by only upon consent of the contracting authority who had provided them. Architects are also obliged to ensure that such data is disclosed only to those people within their organisation, who need them in relation to the performance of the services.

Standard C.10.3 If any information concerning the contracting authority's private life become known to architects, they must not disclose it to anyone.

Standard C.10.4 Architects shall not disclose any information that is deemed to be a business secret – neither shall they provide any third parties with information concerning the value of contracts entered into, unless such disclosure is required under law or a court ruling.

Standard C.10.5 If such a contract does not specify the conditions and extent of publication, Architects should obtain the contracting authority's consent for publication of their design or constructed building facility.

Standard C.10.6 Architects whose contracting authorities wish to obtain legal protection for their data and information, should stipulate this in the contract for architectural services, or otherwise execute a separate confidentiality agreement.

Standard C.10.7 Architects should notify their personnel as well as any cooperating parties, subcontractors, suppliers and other people who might have access to proprietary information and data, about the principles and standards of protection, and oblige them to act in accordance with such standards, as well as enforce the adherence to the confidentiality procedures.

C.11 Contract termination conditions

Each party is entitled to terminate the contract. If either party terminates the contract despite the fact that the other party has not committed a breach, the terminating party shall be deemed to be the guilty one, or otherwise the party that breaches the contract and thus forces the other one to terminate it shall be deemed to be the guilty one. The usual contractual obligations the breach of which shall entitle the injured party to terminate the contract, shall include those, which must be fulfilled to properly execute the contract. These duties are listed in Standards C.3.1 and C.3.2. However the scope thereof may vary, depending on the specifics of the contracted services.

C.12 Other contractual provisions

In accordance with standard C.1.1, architects must include in the contract any basic regulations that might influence the performance of the service. A number of them arise out of the service provision standards specified in parts D, E and F.

PART D SERVICE PROVISION STANDARDS**D.1 Contracting authority instructions; information and cooperation between the contracting authority and the architect**

Standard D.1.1 Architects shall work based on guidelines and instructions given by the contracting authority . No phase of the project may be commenced without the receipt thereof.

Standard D.1.2 Architects shall strive to make sure that their contracting authorities receive as complete information as possible. During the course of their work architects shall keep their contracting authorities informed about any progress and results of the works, and shall consult the contracting authorities with respect thereto. Architects shall also be obliged to keep their contracting authorities informed about any issues that have the capacity to influence the performance of the work, with any such information to be provided as soon as possible and without any reminder to this effect whatsoever. Contracting authorities should comment on the architect's work, accept subsequent phases of the project or report their comments and reservations with respect thereto by deadlines specified in the contract.

Standard D.1.3 Architects shall provide the contracting authority 's independent consultants with any information and data they have on the work being performed.

Standard D.1.4 Information required by the contracting authority , particularly information concerning design analysis or information that have the capacity to significantly influence the performance of the contracted services (e.g. information on the quality, cost or deadlines) should be provided as promptly as permitted by knowledge and professional due care and diligence.

D.2 Information materials necessary for design purposes

Standard D.2.1 Architects shall not commence the provision of design services without complete information.

Standard D.2.2 Prior to commencement of design works architects shall view the site, so as to gain thorough knowledge thereof. Following the viewing a report on the site shall be prepared.

Standard D.2.3 Any information, results of studies and analysis as well as any other reports and documents, that constitute design guidelines, shall be subject to the architect's assessment, with respect to the completeness and usability thereof. If it is found that there are any documents missing or something is found to be unclear, particularly if this might result in flawing of the subject matter of the contract, the architect shall require rectification thereof.

D.3 Utilisation of information and guidelines

Standard D.3.1 At every stage of design work, architects are act upon nay guidelines or information's received from the contracting authority . In the drawing or the descriptive part of the design architects shall pay particular attention to discussing those requirements of the contracting authority , which according to the architect cannot be fulfilled or the fulfilment thereof depends on particular solutions that must be approved by the contracting authority due to operating, functional, cost, time or organisational or any other reasons.

Standard D.3.2 While working on any subsequent phase of the project, architects must take into consideration any conclusions or guidelines resulting out of the previous phases, or out of other independent analysis performed in relation to the investment project being designed.

D.4 Inter industry cooperation

- Standard D.4.1 Architects shall ensure participation of specialists from all the basic industries in the design works. This shall exclude specialists whose work involves specification of design guidelines, and those whose work involves performance and commissioning thereof.
- Standard D.4.2 Architects shall ensure and organise circulation of information amongst the members of the industry team.
- Standard D.4.3 To ensure availability of required information to the contracting authority , architects must ensure participation of industry specialists in meetings and consultations with the contracting authority , to the extent that is necessary at each stage of the works, or required by the contracting authority .
- Standard D.4.4 Information provided by industry specialists to the contracting authority as well as information and guidelines provided by the contracting authority , should be provided via the architect or in consultation with him/her. This is intended to ensure full responsibility on the part of architects for the entirety of the works performed and coordinated by them.

D.5 Documentation quality

- Standard D.5.1 Analyses prepared by architects should be intelligible for the final recipient, as they carry information, understanding of which is vital for the ultimate completion of the project.
- Standard D.5.2 Documentation regarding any phase of design prepared by an architect should be complete, and apart from architectural analysis, it should include any essential industry specific analysis, coordinated with the architectural part and with one another.
- Standard D.5.3 For purposes related to the design documentation architects should obtain any permissions required under law.
- Standard D.5.4 Documentation of any phase of design prepared by an architect should be prepared in such way, as to make certain that detail specified in subsequent stages, do not force changing of the basic decisions related to the purpose of that phase.
- Standard D.5.5 Architects shall cause verification of the construction, tender, contract and executive designs, as well as any other designs, provide that such verification is required under law. Architects shall also require verification of technical analyses that constitute guidelines for their design works.

D.6 Arrangements

- Standard D.6.1 As a part of preparation of each individual phase of a design Architects shall ensure any arrangements required under law. This shall exclude those underlying implementation of the design and commissioning of the final outcome thereof.
- Standard D.6.2 Arrangements in procedures, to which the contracting authority is a party, and which are enacted on his/her behalf, are not included in the standard architectural services and shall not be made without written authorisation of the contracting authority .
- Standard D.6.3 Arrangements in procedures, to which the contractor is a party, or any other third party is involved in shall not be undertaken by architects. This is intended to protect the interest of contracting authorities and prevent any possible conflict of interest.

D.7 Assistance and advisory services

- Standard D.7.1 As a part of provision of design services performed for contracting authorities, architects shall ensure the availability of consultations and

advisory services related to the design. This shall include the following issues:

- specification of usable, functional and technical standards as well as selection of technology;
- selection of the type of contracting organisation;
- scope of organisation and the manner of carrying out of tender - including provisions in the terms of reference re. offers covering the complete scope of works as well as valuation thereof.
- including - in the construction works contract - provisions arising out of the design requirements, and implementation thereof, as well as functioning of the documentation at the construction site etc.
- assessment of the quality of the works and compliance thereof with the design (author's supervision).

Standard D.7.2 Architects shall help their contracting authorities in obtaining of any required formal documents (e.g. development conditions, construction permit, operating permit) or assist them in obtaining of such documents, provided that this is required under the contract or ordered by the contracting authority – anyhow this has to be performed based on suitable authorisation.

Standard D.7.3 Architects shall assist their contracting authorities with tender procedures (consultations of conditions, participation in interviews, assessment and comparison of bids insofar as compliance the design requirements is concerned, comparison of the prices offered, reporting etc), provided that this is required under the contract or ordered by the contracting authority .

D.8 Contracting authority 's consultants and advisers

Standard D.8.1 The contracting authority should not commission to any third parties the preparation of any studies, assessments, expert reports or analysis relating to the works commissioned to the architect, without notifying the architect to this effect and obtaining his/her opinion as to the necessity and/or scope thereof. This excludes assessment of the architect or his/her design.

Standard D.8.2 No proposals put forward by independent consultant of the contracting authority with respect to the design or any works performed based on such a design shall be approved without the knowledge and acceptance of the architect.

D.9 Design errors and flaws in – professional error

D.9.1 Basic principles

Standard D.9.1.1 Architects shall be responsible towards their contracting authorities for the entirety of their works, including those performed by the architect's subcontractors and obtaining of guidelines and information, provided that they were obtained by the architect or upon his/her request.

Standard D.9.1.2 Architects shall be obliged to rectify free of charge any errors or flaws in designs or documentations prepared by them.

Standard D.9.1.3 Architects shall be responsible for rectifying such errors or flaws as short a time as possible, so as to eliminate or minimise any possible negative effects thereof on the formal procedures, further design works or the carrying out of construction works and the costs thereof.

Standard D.9.1.4 Responsibility of the architect towards his/her contracting authorities may be limited, if the architect undertakes steps intended to ensure protection of the contracting authority 's interest, or such steps are undertaken upon persuasion of the contracting authority , despite the fact that they result in a conflict relating to the required service provision standards.

D.9.2 Responsibility for design solution errors

- Standard D.9.2.1 Architects shall be responsible for errors resulting out of failure to implement contracting authority requirements.
- Standard D.9.2.2 Architects shall not be allowed make arrangements with respect to or approve proposals put forward by their contracting authorities, if such proposals contradict any existing laws, regulations, norms or construction requirements. Making arrangements with respect to or acting upon such proposals shall be deemed to be a professional error, equal to a failure to adhere to the above specified requirements. Architects shall be responsible towards their contracting authorities to any results of such errors.
- Standard D.9.2.3 Architects should obtain a written conformation of any solutions required by their contracting authorities, if they have any doubts with respect to solutions, particularly if according to the architect implementation of such solutions is likely to result in losses.
- Standard D.9.2.4 Architects shall not be responsible towards their contracting authorities for aesthetic or other characteristics of solutions that might be deemed to be of subjective nature.
- Standard D.9.2.5 Architects shall not be responsible towards their contracting authorities for solutions agreed upon with them, or ones that were left by the contracting authorities up to the decision of the architect or if despite the architects presentation the contracting authority did not indicate such solutions as vital ones that required his/her acceptance.

D.9.3 Responsibility for flaws in the documentation

- Standard D.9.3.1 Architects shall be responsible for flaws in documentation. It shall be the architects' fundamental duty to remove any such flaws immediately – i.e. as soon possible based on the architects' knowledge and professional due care and diligence. Particularly first and foremost the architect should remove those flaws in the documentation that might have negative consequences on the contracting authority's interest.
- Standard D.9.3.2 Architects shall not be responsible for any damages that might result out of implementation of changes into the design, if such changes had not been consulted with them, and were implemented during the course of working on the investment task. Neither shall be architects obliged to solve any problems that might arise in relation to those.

D.10 Responsibility for the costs of construction of investment projects

- Standard D.10.1 Architects should design investment projects in such way as to make suitable provisions for financial outlays for construction purposes, estimated by the Contracting authority and approved by the architect.
- Standard D.10.2 As a part of their duties involving controlling of the investment project costs, architects shall:
- conscientiously analyse construction costs within each subsequent design phase, preceding selection of contractor, as well as include the results of such analysis in the design;
 - prepare designs in a conscientious and complete manner – as such designs are the basis for determination of the construction costs;
 - conscientiously control the extent of the works performed during the course of construction, as well as control and supervise their technical standards and quality;
 - keep the Contracting authority informed on any aspects of the design and construction process, which could have any influence whatsoever of the costs.
- Standard D.10.3 Responsibility of architects for the costs of construction may include only any additional construction works that might have to be performed as a result of preparation of incomplete or incorrect tender design or executive documentation. This responsibility shall not be extended to outcomes of tender or pre-contract negotiations, which are dependent on the market situation, the tender procedures or negotiations that are beyond the control of architects.

Standard D.10.4 Architects shall be responsible for the construction costs - in relation to the reliability and completeness of documentation (tender and executive design) – only if they had been provided with complete information regarding how this documentation is to be used, and under the contract the contractor has suitable means to control the construction works and oversee the financial clearance thereof.

Standard D.10.5 Architects shall be responsible for the construction costs - in relation to the reliability and completeness of documentation, only if during the course of the construction works, changes requested by the Contracting authority are not implemented, assuming that such changes might have changed the scope, standard or schedule of the works.

D.11 Conflicts and disputes

Standard D.11.1 Architects shall make their best endeavours to prevent any conflicts or disputes between the people engaged by him/her to work on the subject matter of the contract, affecting the Contracting authority .

Standard D.11.2 When resolving conflicts or disputes between various participants of the investment project preparatory phase, architects shall first and foremost bear in mind the opinion and the interest of the Contracting authority .

Standard D.11.3 In the case of conflicts or disputes between architects and the Contracting authority , the resolution of which is not provided in the contract, architects shall propose resolution thereof by the arbitration court of the Chamber of Architects. *(For this standard to be acted upon, the parties will have to place an “arbitration clause” in their contract).*

D.12 Documentation and archivisation of architects' work

Standard D.12.1 Architects shall be obliged to confirm in writing the receipt of guidelines and information from the Contracting authority .

Standard D.12.2 B.3.3.8 Architects shall evidence the work performed on any order, and store this documentation as well as the tender documentation at least for the duration required under law or the implied warranty specified in the contract, unless otherwise provided for in the contract.

Standard D.12.3 To evidence the satisfaction of the Contracting authority or otherwise the quality of their services, following the completion of their works or any specific phase thereof, Architects may request the Contracting authority to provide a written assessment of their work or a letter of reference.

D.13 Final comments

Standard D.13.1 B.4.1 Architects shall not be entitled to use the provisions under these Standards or descriptions of architectural works for purposes other than intended.

ARCHITECTURAL SERVICES

PART E SCOPE OF ARCHITECTURAL SERVICES

E.1 Architectural services and their types

First and foremost architectural services shall include the following:

- a) Studies preceding the design works performed with respect to the investment project;
- b) Obtaining of input data necessary for design purposes;
- c) design works and exercising of author's supervision over the performance thereof;
- d) Participation in procedures held by competent authorities;
- e) Participation in procedures held by the contracting authority ;
- f) Any additional works.

E.2 Studies and analysis

E.2.1 Investment project feasibility study

The purpose underlying any investment project feasibility study is to obtain the required information, make assumptions with respect to implementation of the investment project and to verify these as far as feasibility and viability is concerned.

Issues specified in any feasibility study shall include:

- a) Assessment of the location of the planned investment project (with respect to various aspects e.g.: planning, availability; size of land lot necessary etc., with any of them being subject to separate analysis);
- b) Assessment of urban and environmental conditions;
- c) Assessment of communication availability;
- d) Assessment if infrastructure availability;
- e) Assessment of media necessities;
- f) Analysis of absorption of the investment project's area;
- g) Acoustic analysis;
- h) Pollution analysis;
- i) Analysis of foundation conditions;
- j) Analysis of the effects of the investment project on the environment;
- k) Development of programme, technological assumptions etc.;
- l) Analysis of the necessity to split the investment project into stages;
- m) Assessment of the economic viability of the investment project;
- n) Preparation of initial design works and investment project execution schedules and other.

E.2.2 Programme and spatial study

The purpose underlying any programme and spatial study is to determine the spatial interrelations between individual elements of the programme and their magnitude as well as to determine conditions of development, its size and the absorption of the investment project's area as well as effects of the assumed solutions on the planned investment project.

Issues specified in any programme and spatial study shall include:

- a) Determination of building spacing principles;
- b) Determination of interrelation between individual elements of the programme ;
- c) Determination of communication services principles;
- d) Determination of principles and zones of locating of underground structure;
- e) Determination of principles and zones of pedestrian traffic;
- f) Determination of plants management principles;
- g) Determination of principles for splitting of the investment project into stages;

- h) Determination of programme values and specification of absorption of the investment project's area – as the outcome of summation of the above specified principles.

E.3 Obtaining of information materials necessary for design purposes

E.3.1 Information to be obtained by the architect

- a) Site inspection;
- b) Photographic documentation of the existing condition (insofar as necessary for analysis and illustration of the design)

E.3.2 Information materials that may be obtained by the architect or the contracting authority

- a) Decision on land development conditions or a drawing and extract from the text of the local spatial development plan;
- b) Map for design purposes;
- c) Soil and water tests – geo-technical report;
- d) Development conditions or obtaining of the local spatial development plan;
- e) Media connection conditions;
- f) Greenery report;
- g) Report on the existing developments and other building elements in the area (provided that the design is to include provisions concerning the existing developments);
- h) Initial environmental protection report (provided that it is required in relation to the nature of the investment project);

E.3.3 Information and guidelines provided by the contracting authority

- a) Investment programme;
- b) Functional expectations and requirements;
- c) Technical requirements;
- d) Operating and usage requirements;
- e) Requirements regarding the organisation of the implementation process;
- f) Preliminary assessment of the construction works costs and possible spread thereof over time (cost assumptions).

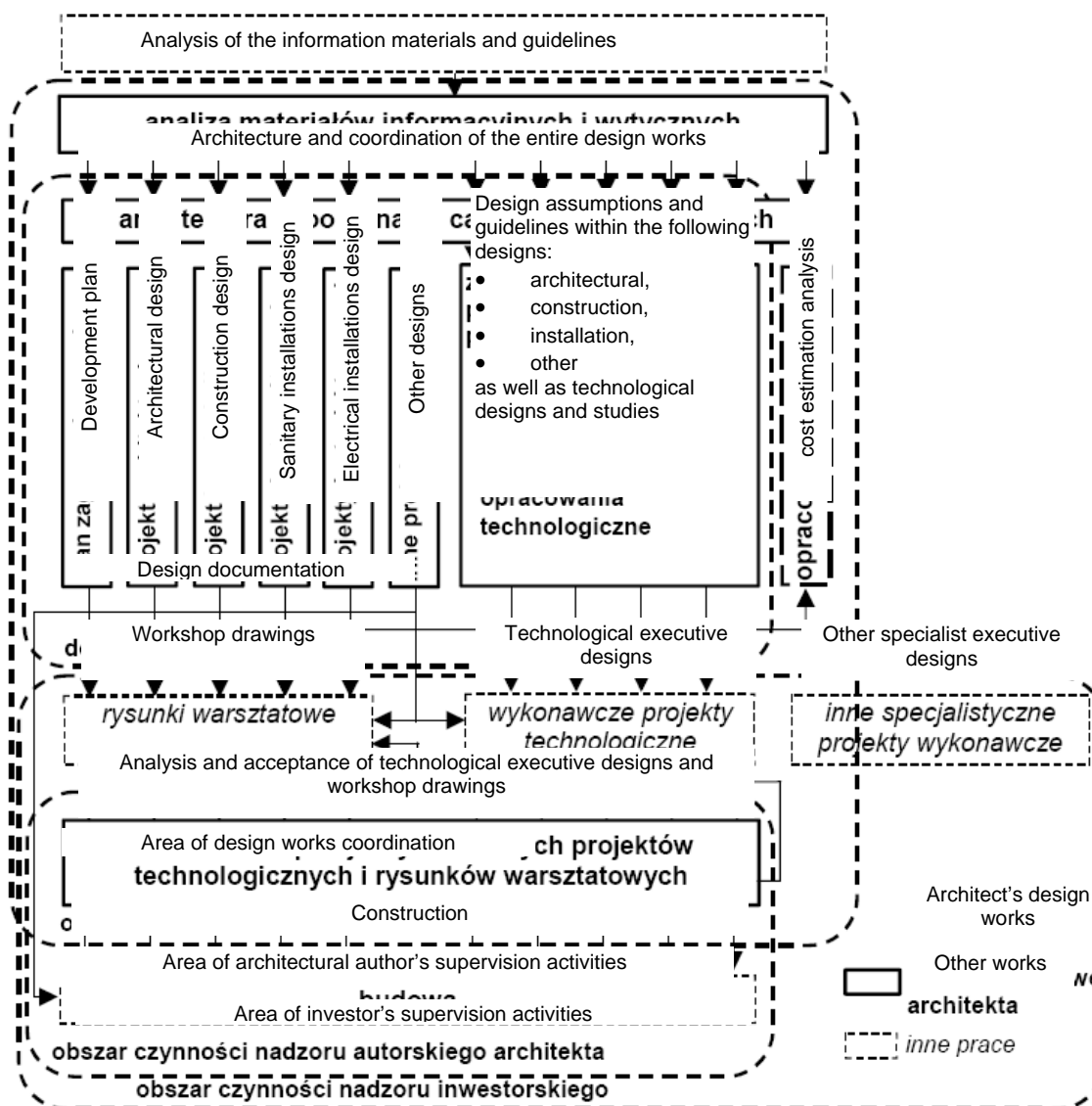
E.4 Design works and author's supervision over their implementation

E.4.1 Basic design issues

- a) The scale, character and form of buildings, including the necessity of repairing of the built environment, its social functions and cultural connotations;
- b) Respect for the surrounding environment and landscape, including the necessity for protection or transformation thereof in accordance with the principles of sustainable development;
- c) Meeting the requirements concerning traffic flow and interrelations to the surrounding infrastructure.
- d) Architecture applied at the concerned location;
- e) Meeting of usage and operating standards as well as those related to assumed technical standards;
- f) Usage safety;
- g) Durability of technical solutions;
- h) Economics solutions adequate to the needs and the assumed investment budget;
- i) Making provisions for splitting of the investment project into stages and implementation thereof.

E.4.2 Scope of design works

Information materials and contracting authority guidelines



This diagram illustrates the full scope of design works to be taken on by an architect if necessary. This is also the maximum scope of such works. Including other design works in the design documentation or architectural works will not assist proper implementation of the investment project.

E.4.2.1 Guidelines analysis

Analysis of guidelines is a part of the architect's design works. Such analysis is not intended to produce a final report – conclusions of such analysis are to be included in the design.

E.4.2.2 Architecture and coordination of the entirety of the design works

The architect is not intended to act as coordinator of the entire design works, but most of all as the initiator thereof and author of the design as a whole, which shall constitute the basis for any other industry specific studies and executive designs.

E.4.2.3 Designs and design guidelines

Architectural design documentation shall comprise of designs and design guidelines. As a standard the scope of design documentation can be split in the following manner:

- 1. Architecture and coordination of the whole of design works**
- 2. Land development**
 - 2.1 Land development design, road system, landscape
 - 2.2 Designs of networks and terminals
 - 2.3 Designs of roads, footpaths and drainage
 - 2.4 Design of lighting
 - 2.5 Greenery design
 - 2.6 Landscape elements and fence designs
- 3. Development designs**
 - 3.1 Architectural design
 - 3.2 Construction design
 - 3.3 Sanitary installations design
 - 3.4 Electrical installations design
 - 3.5 Interior and decoration designs
 - 3.6 Internal greenery design

Depending on the needs arising out of the specifics of the facility or complex being designed, the above division might be reduced – e.g. in the case of simple facilities (shelter, simple warehouse building etc.) – or otherwise they might be extended in the case of more complex facilities.

E.4.2.4 Cost analysis

The purpose of cost analysis is to determine an approximate value of the construction works. The more advanced the design and the accompanying documentation are, the easier it will be to achieve this goal.

The basic types of cost analysis include:

- a) Cost assumptions – initially estimated costs of construction works in the case of more complex investment projects such assumptions must arise out of economic viability assessment carried out within the investment project's feasibility study;
- b) Initial cost, usually prepared based on the conceptual or construction design, split up into basic groups of works and verified based on construction cost indicators relating to similar facilities;
- c) Complete cost estimates, prepared based on tender or executive designs, split up into individual types of works, and based on their unit prices.

E.4.2.5 Analysis and acceptance of executive and technological designs and workshop drawings

Technological executive designs are prepared based on design assumptions and guidelines. They are prepared by the bidder – contractor with respect to a technologically separate construction work or a group of works. In any correct implementation process these are subject to acceptance by the Contracting authority.

E.4.3 Phases and scope of preparation of design documentation

As a standards any design documentation, comprising of architectural and industry specific designs can be split up into individual design phases:

- III. Conceptual design
- IV. Construction design – land development design and architectural and construction design

- V. Tender design, take-off and cost estimates (non design analysis)
- VI. Contractual design
- VII. Executive design

Each of the above specified phases involves architectural issues as well as issues concerning industry specific designs

E.4.3.1 I. Conceptual design

E.4.3.1.1 Purpose

Specification of initial architectural and technical principles of implementing solutions and standards that should constitute the basis for further design works.

E.4.3.1.2 Standard services

- a) Analysis of guidelines given by the contracting authority – clause E.3.2, land lot information – the contracting authority , the local authorities and other relevant information - clause E.3.1, inspection results;
- b) Preparation of initial drawings;
- c) Providing the Contracting authority with information regarding implication of its guidelines insofar as constraints arising out of other design input materials are concerned;
- d) Ongoing information for the contracting authority regarding the progress of the works as well as making arrangements with the contracting authority with respect to design solutions;
- e) Providing the Contracting Authority with information and industry specific consultations;
- f) Consolutions regarding splitting of the investment project into stages (if required);
- g) Providing information necessary for the [reparation of initial cost analysis (if required);
- h) Costs assessment analysis (with respect to its compliance with the design)
- i) Providing advisory services with respect to implementation of the construction works schedule (if required);
- j) Providing advisory services with respect to construction site organisation (if required);
- k) Preparation of conceptual design.

E.4.3.1.3 Additional services

- a) Initial cost analysis;
- b) Preparation of orientation works schedule;
- c) Other services that might be necessary in relation to clauses E.5.1 and E.5.3.1

E.4.3.1.4 Basis of analysis – information materials and other guidelines given by the contracting authority

The list of materials that constitute the design basis is specified in E1, E2 and E3. It ought to be subject to verification by the architect.

E.4.3.1.5 Issues

See E.4.1. E.

E.4.3.1.6 Contents of analysis

A conceptual design may be deemed to be an architectural analysis (including industry specific conditions) or a multi-discipline analysis (illustrating industry specific solutions and standards).

As a standard such a design includes:

- a) Drawing part:
 - architectural
 - development plan
 - projections of the buildings
 - sections

- facades
- perspectives or visualisations (insofar as it is necessary to illustrate the design).

If necessary to illustrate requirements of the contracting authority, a standard drawing may include the following:

- functional schedules;
- drawings of building fragments (projection or section);
- fragmentary drawings of the facade,

b) Descriptive part:

- Description of the existing condition, including those elements of the development that require adaptation and those that need to be demolished.
- general description of the investment project being designed – land development principles, architectural assumptions (including aesthetic ones), as well as programme, functional, technical and technological assumptions;
- chapters devoted to specific technical solutions in relation to the construction, installation and technological solutions (the scope and degree of detail of this part of the description will depend on such factors as the architectural or multi-discipline nature of the conceptual design);
- principles for splitting of the investment project into stages (multi stage investment projects);
- specification of the basic investment project parameters, such as:
 - total area;
 - net area;
 - area for sales or lease (usually required in the case of commercial buildings);
 - cubature.

Additionally architects are obliged to indicate all those solutions that are not in conformity with the expectations of the contracting authority and to substantiate the necessity of such solutions.

E.4.3.1.7 Form of analysis

To be arranged between the contracting authority and the architect; for instance it may depend on the expected form of presentation.

E.4.3.1.8 Utilisation of analysis results

The conceptual design shall be subject to assessment, comment and approval of the contracting authority. Acceptance shall not be deemed to be equivalent to lack of comments. It is one of the purpose of the conceptual design to provide for the possibility and necessity of making comments, so as to facilitate inclusion thereof in further stages of the analysis.

- E.4.3.2 Construction design – area development and architectural-construction designs**
- E.4.3.2.1 Objective**
- Final and unanimous specification of the solutions required by the law and those that being the subject to approval by the architectural-construction authorities will have to be implemented.
- E.4.3.2.2 Standard services**
- a) Analysis of the guidelines and contracting authority's comments formulated in consequence of the evaluation of the conceptual design;
 - b) Providing the contracting authority with information about the possibility of implementation of their guidelines against the background of the limitations resulting from the construction regulations, requirements of the standards, and art of construction;
 - c) Ongoing information for the contracting authority about the works' progress, and discussing the design solutions with the contracting authority;
 - d) Providing the contracting authority with industrial information and consultations;
 - e) Providing the contracting authority with information about the required procedures related to obtaining of the construction permission and the consequent obligations;
 - f) Development of the area development plan;
 - g) Ensuring that the area development plan will be duly reviewed;
 - h) Obtaining of the contracting authority's approval for the area development plan;
 - i) Obtaining permissions for the network and road solutions (if required);
 - j) Provision of information for the environmental protection document (if required) or ensuring that such document is developed (if applicable pursuant to the agreement) together with the relevant permissions;
 - k) Obtaining of the permission from the geodetic services;
 - l) Development of the architectural-construction design;
 - m) Ensuring that the architectural-construction design will be duly reviewed;
 - n) Obtaining of the contracting authority's acceptance for the architectural-construction design;
 - o) Obtaining of relevant permissions in respect of the fire protection, sanitary-hygienic requirements (SANEPiD – Sanitary and Epidemiological Station) and occupational safety and health (BHP);
 - p) Assistance to the contracting authority in completing the request for the design approval and issue of the construction permission;
 - q) Provision of the necessary information and answers to the questions submitted in the procedure of the construction design examination by the architectural-construction authorities and possible supplementation of the design required by the said authorities.
- E.4.3.2.3 Additional services**
- a) Development of the guidelines for the construction site securing and obtaining of the decisions on the utilities' provision for the construction site purposes;
 - b) Submission on behalf of the contracting authority (based on the written authorization) of the application for acceptance of the design and construction permission issue, and obtaining of the said documents;

c) Other, resulting from points E.5.1 and E.5.3.1

E.4.3.2.4 Basics of the development – information materials and contracting authority's guidelines

All information materials and the conceptual design as well as the contracting authority's comments will constitute grounds for execution of the construction design.

E.4.3.2.5 Subject matter

Architecture and coordination

The area development design and architectural-construction design are closely related. The architect will be responsible for their mutual coordination.

Area development design illustrates the development of the project location area.

As a standard, the subject matter covers the following issues:

- a) Buildings distribution;
- b) System of roads;
- c) Terrain shaping;
- d) Network and connections system (within the project area);
- e) Land drainage;
- f) Land lighting;
- g) Greens;
- h) Landscape elements, area fence.

Architectural-construction design (illustrates the area development design).

As a standard, the subject matter covers the following issues:

- a) Architecture;
- b) Structures;
- c) Sanitary installations;
- d) Electric installations.

The design must meet the requirements of special regulations.

E.4.3.2.6 Content of the study

The scope (content) and the form of the construction design have been specified in regulations.

E.4.3.2.7 Study method

The design should define the necessary minimum, resulting from the requirements of the regulations and from the design needs.

E.4.3.2.8 Permissions

The land development design requires permission of the local geodetic services.

The land development and the architectural-construction projects require permissions confirming that they meet the fire protection, the sanitary-health (SANEPiD) and occupational safety and health (BHP) requirements.

In some cases it may be necessary to obtain exceptions from the applicable regulations, which is the duty of the architect.

Acceptance of the contracting authority is necessary.

E.4.3.2.9 Form of the study

Pursuant to the requirements of the ordinance – edition in form of one or two

volumes (in the latter case the land development and the construction designs). Other studies such as enclosures, e.g. formal permissions (report of the Team for Design Documentation Acceptance, supply of utilities, environment protection study with all due permissions and decisions, and other as required by the law), static calculations, and others, should all be attached.

E.4.3.2.10 Using the results of the study

Construction design will be subject to approval and the grounds for issue of the construction permission.

E.4.3.3 **Execution designs**

The term “executive designs” will be understood as any design studies of the architect that constitute grounds for works conduction (the designs received by the contractor). Pursuant to the specification and numbering provided in point E.4.3, these will be:

- III. Tender design – the study constituting the part of the tender documents, prepared to the extent allowing for the development of the construction works offer;
- IV. Contractual design – the study constituting grounds for conclusion of the agreement with the contractor, which in case of being preceded by the executive – tender design and tender procedure should contain the possible corrections of the design, agreed on between the contracting authority, the architect, and the bidder;
- V. Executive design – the study serving the purpose of direct execution of the construction works.

E.4.3.3.1 **Organization of the documentation**

All executive designs should be covered by common documentation organization system defining the following:

- a) Documentation structure (division into phases and industries, containing e.g. the Volumes, Books, Files, etc.);
- b) Principles of description (of the volumes, books, files, and drawings);
- c) Principles of the drawings’ numbering;
- d) Principles of the documentation distribution.

E.4.3.3.2 **Tender design**

The tender design is a part of the tender documentation prepared by the contracting authority (it may be a study made by the contracting authority’s own services, specialist company, and in some cases the architect).

As a standard, the tender documentation covers the following issues:

- a) Tender conditions (regulations);
- b) Tender design (containing the description and specifications);
- c) Take-off and cost estimates;
- d) Construction works draft agreement or important entries of the said agreement

Standard operations of the architect cover development of the tender design and consulting of the remaining documents.

E.4.3.3.2.1 **Objective**

Illustrating of the planned investment to prepare the complete offer of construction works on its basis together with the complete costs and implementation schedule.

E.4.3.3.2.2 Standard services

- a) Analysis of the guidelines and contracting authority’s comments formulated in consequence of the evaluation of the construction design;
- b) Providing the contracting authority with information about the possibility of

implementation of their guidelines against the background of the limitations resulting from the construction regulations, requirements of the standards, and art of construction;

- c) Ongoing information for the contracting authority about the works' progress, and discussing the design solutions with the contracting authority;
- d) Providing the contracting authority with industrial information and consultations;
- e) Discussion with the contracting authority on the standards of technological solutions (to the extent compliant with the construction design) and solutions regarding materials that will be contained in the tender design and in specifications – possible development of the book of standards (if applicable);
- f) Development of the tender design and specification of the works covered by the design;
- g) Ensuring that the tender design is duly reviewed;
- h) Development of the guidelines for the technological designs;
- i) Approval of the technological designs;
- j) Development of the documentation circulation system at the construction site;
- k) Development of the drawing numbering system;
- l) Obtaining of the contracting authority's acceptance for the tender design;
- m) Ensuring adequate information for the estimator;
- n) Issuing the opinion about the take-off and cost estimates (to the extent compliant with the design);
- o) Development of the schedule of design works related to the development of the executive design (if the gradual development is planned);
- p) Consultation of the conditions of tender and other tender documents, the content of the construction works draft agreements (in respect of their compliance with the design requirements);

E.4.3.3.2.3 Additional services

- a) Development of the take-off;
- b) Development of the investor's cost estimate;
- c) Consultation or development of the draft construction works schedule;
- d) Development of the guidelines regarding development of the construction site for the needs of the tender and ensuring utilities supply for the purposes of the construction site;
- e) Others, resulting from points E.5.1 and E.5.3.1

E.4.3.3.2.4 Bases of the study

- a) Contracting authority's requirements;
- b) Construction design;
- c) Possible conditions imposed in the decision on construction permission;
- d) Other formal requirements that did not have to be contained in the construction design;
- e) Book of standards – result (summing up) of the ongoing settlements with the contracting authority on solutions that were not included in the construction design, and which should be included in the tender design.

E.4.3.3.2.5 Subject matter

Covers all issues of the construction design. It should be widened by all industries

that are important for the completeness of the study, and the separation of which is not required in the construction design, and which are not necessary for specification of the full scope and cost estimate of the following:

- a) The interior;
- b) Internal greens;
- c) Monitoring and alarm systems;
- d) Building Monitoring System;
- e) IT network (structural network allowing for internal transmission of the phone and computer signals);
- f) Specialist technologies, etc.

Additionally, other issues directly affecting the implementation process, e.g. information about the land conditions, division into stages, restrictions in construction organization, protection of the third party interests, etc., should be taken into consideration.

E.4.3.3.2.6 Study content

Study in division into industrial designs in a graphic (drawing) and text forms. The detailed scope of the said studies results from the specifics of the investment. The basic requirement involves completeness allowing for specification of all types of works and specification of their quantitative and cost parameters.

Graphic and text developments are interrelated so that each type of construction work described in the specification is easy to be located on the drawings.

E.4.3.3.2.7 Drawings

As a standard they cover:

- a) The guidelines for development of the construction site;
- b) Development plan and infrastructure designs:
 - development plan drawing, prepared on the up to date map for the design purposes, scale 1:500, illustrating the following:
 - development distribution, system of roads,
 - land shape,
 - land drainage (slopes, catch basin grates),
 - area lighting, greens,
 - landscape elements, area fencing;
 - coordination board of the underground development components has made on the up to date map for the design purposes, scale 1:500, illustrating the following:
 - networks and connection lines,
 - engineering facilities,
 - building foundations,
 - drawings of the types of networks and connection lines (if the content of the coordination table fails to explain the same well enough);
 - drawings of roads and sidewalks;
 - drawings of the greens;
 - drawings of the landscape elements;
 - and others according to the needs (e.g. guidelines for the construction site development);
- c) Development design
 - projections, cross sections – developed in the architectural and industrial designs, to the extent resulting from the needs;
 - facades – developed in the architectural design;
 - drawings of the details – developed in the architectural and industrial designs, to the extent resulting from the needs;

- installation schemes – developed in industrial projects, to the extent resulting from the needs;

d) Other studies in drawings

If the tender organization and conditions require so, the drawings may also cover the following:

- the principles of dividing the project into stages;
- land macro-leveling and balance;
- and others, according to the needs.

E.4.3.3.2.8 Description and specifications

a) General settlements

This part provides the following information:

- content of the tender design (the list of volumes, books, and other parts of the documentation);
- the way of using the tender design against the background of the offer preparation (general characteristics of the purpose of the drawings and descriptions, works' symbols in the drawings and descriptions, instruction about the place of information important for the bidder, and other);
- principles of documentation distribution, distribution of drawings and replacement descriptions, and the related system of their marking and numbering;
- other requirements, important in view of the tender proceedings or course of the construction works;

b) General description of the project

Basic information about the project – the subject matter similar to that of the descriptive part of the construction design;

c) Works specification

It is prepared in distribution into industrial designs, corresponding to the division in the drawings' part. The division is based on the method of drawings preparation and description, the content of the construction works' agreement, principles of settling accounts, and tender conditions.

For example, the descriptions cover the following:

- (a) General part, common for all specifications, containing the following:
- investment (procurement);
 - general object of the procurement (including the information about the specification structure);
 - enumeration and description of the accompanying and temporary works;
- (b) Construction works related to land preparation for the construction
- information about the construction site (works organization, securing of the third party interests, environment protection requirements, occupational health and safety conditions, information about the background facilities of the contractor, traffic conditions, fencing, securing of the roadways and sidewalks);
 - information about the demolitions;
 - macro-leveling description and parameters;
 - scope of the reconstruction of the existing networks and connection lines colliding with the designed facilities and other works;
 - preparation of the construction site;
- (c) Construction works in erection of the facilities in distribution into the following:
- works related to placement of the networks and connection lines, including:
 - construction and building works related to execution of the condition without finishing elements;
 - façade works;

each of the aforementioned groups should contain the following:

- the general part, e.g.: the general conditions of works execution and acceptance, important because of the designed quality of the works, requirements regarding transport, storage of the materials, equipment and machinery used

and;

- the detailed part – specifications of works subject to evaluation;

- (d) construction works regarding the building installations (divided into types of installations);
- (e) construction finishing works, divided into types of works, e.g. floors, ceilings, plasters, linings, etc.;
- (f) construction works related to land development,

each group (d), (e) and (f) should contain:

- the general part the general conditions of works execution and acceptance, important because of the designed quality of the works, requirements regarding transport, storage of the materials, equipment and machinery used

and

- the detailed part – specifications.

E.4.3.3.2.9 The study

The study should be detailed to the extent that its settlements would not be changed in the executive design – further detailing should not affect the scope (and price) of the works.

E.4.3.3.2.10 Form of the study

Editing in form of volumes and books grouped to make the distribution between many subcontractors convenient. It is recommended to separate the drawings from the specification, which will facilitate usage of the drawings and text materials.

In case of coordination by the architect of the cost estimates, the division structure of the tender design (drawings and specification) should be reflected in the division structure of the cost estimates, in particular those meant for the bidders.

E.4.3.3.2.11 Permissions

No official permissions are required. The contracting authority's acceptance is necessary.

E.4.3.3.2.12 Using of the study results

Conclusion of the construction works agreement will not outdate the design. If the agreement has been concluded without the contractual design, apart from the tender documentation, as well as the letters, reports, notes, etc. generated during the tender procedure, the tender design will serve the purpose of establishing the compliance of the works required by the executive design with those that have been subject to offer and contract preparing.

E.4.3.3.2.13 Architects' consulting the tender conditions

Development of the draft tender conditions is a legal work and should not be undertaken by the architect. However, the architect should consult or suggest some tender conditions. In particular the regulations regarding the way of describing the essential part of the offer, the scope of the proposed replacement solutions, preparation of the offer cost estimate, method of the work price calculation, etc. are related to the tender design. In cooperation on preparing the tender conditions, the architect should not establish such regulations, which could raise doubts about his/her unbiased approach. In particular the architect should

not:

- establish the final list of bidders asked to participate in the tender;
- agree to chair the tender committee;
- agree to decide about the selection of the contractor.

E.4.3.3.2.14 Consulting the construction works draft agreement by the architect.

Development of the construction works draft agreement is a legal work and should not be undertaken by the architect. However, the architect should consult or suggest some tender conditions. In particular the regulations regarding general requirements related to the assessment of the works quality and architect's participation in the procedure, principles of acceptance of the products' and materials' samples, the principles and scope of acceptance of the contractor's or the sub-contractor's designs (technologic executive designs and workshop drawings), the principles of documents circulation at the construction site, schedule of the executive documentation supply (if applicable) are related to the content of the tender design, preparation of the executive design, and the scope and method of the authorship supervision execution.

In cooperation on preparing the construction works draft agreement, the architect should not establish such regulations, which could raise doubts about his/her unbiased approach. In particular the architect should not agree to perform any activities that may constitute exclusions (point E.5.3.2).

E.4.3.3.3 **Contractual design**

E.4.3.3.3.1 The objective and scope of works

It is prepared as an attachment to the agreement with the contractor.

There is a need to prepare the design only if during the tender procedure there were changes implemented regarding the solutions specified in the tender design, but the quantity and nature of the changes requires corrections or changes in the design solutions.

The subject matter, content, method of the study – as in case of the tender design.

E.4.3.3.3.2 Standard services

- a) Analysis of the guidelines and contracting authority's comments formulated in consequence of the evaluation of the construction design;
- b) Providing the contracting authority with information about the possibility of implementation of their guidelines against the background of the settlements resulting from the tender proceedings, construction regulations, requirements of the standards, and art of construction;
- c) Including of the settlements of the tender proceedings;
- d) Ongoing information for the contracting authority about the works' progress, and discussing the design solutions with the contracting authority;
- e) Providing the contracting authority with industrial information and consultations;
- f) Development of the tender design – updating and possible supplementation of the drawings, description, and specification of the works covered by the tender design;
- g) Ensuring that the tender design is duly reviewed;
- h) Updating of the of the schedule of design works related to the development of the executive design (if the gradual development is planned);
- i) Obtaining the contracting authority's approval of the contractual design;
- j) Ensuring of relevant information for the estimator (in relation to the possible correction of the take-off and cost estimate);

- k) Consultation of the construction works tender agreement (in respect of their compliance with the design requirements);

E.4.3.3.3 Additional services

- a) Possible correction of the take-off;
- b) Possible correction of the investor's cost estimate;
- c) Consultation of the construction works schedule (as a standard developed by the contractor or construction site manager);
- d) Consultation for the construction site development for the purpose of the tender;
- e) Other, resulting from points E.5.1 and E.5.3.1.

E.4.3.3.4 **Executive design**

Executive designs constituting the only grounds for works execution cover the following:

- Executive design prepared by the architect;
- Technological executive designs subject to the architect's acceptance.

E.4.3.3.4.1 Objective

The objective of the executive design is to provide the contractor with full information regarding design solutions that must be implemented.

E.4.3.3.4.2 Standard services

- a) Analysis of the of the guidelines and contracting authority's comments formulated in consequence of the tender proceedings or the contractual design;
- b) Providing the contracting authority with information about the possibility of implementation of their guidelines against the background of the restrictions resulting from the applicable settlements;
- c) Ongoing information for the contracting authority about the works' progress, and discussing the design solutions with the contracting authority;
- d) Providing the contracting authority with industrial information and consultations;
- e) Development of the executive design;
- f) Ensuring that the executive design is duly reviewed;
- g) Development of the guidelines for technological designs;
- h) Acceptance of the technological designs;
- i) Obtaining contracting authority's acceptance for the executive design in subsequent stages of its generation;
- j) Ensuring of relevant information for the estimator;
- k) Obtaining of permissions (additional and supplementary) in respect of the design solutions;

E.4.3.3.4.3 Additional services

- a) Possible correction of the take-off (if not executed at the stage of the contractual design);
- b) Possible correction of the investor's cost estimate (if not executed at the stage of the contractual design);
- c) Consultation of the construction works schedule – as a standard developed by the contractor or construction or site manager (if not executed at the stage of the contractual design);

- d) Consulting of the construction site development design for the purposes of the tender (if not executed at the stage of the contractual design);
- e) Other, resulting from points E.5.1 and E.5.3.1.

E.4.3.3.4.4 Grounds of the study

- a) Contractual design and if abandoned, the tender design together with the reports and other documents prepared in the course of the tender procedure;
- b) Contracting authority's guidelines;
- c) The schedule of design works provision agreed with the contractor (if the gradual development is planned);

E.4.3.3.4.5 Subject matter

As in case of the tender design (or contractual design) – detailed scope.

E.4.3.3.4.6 Content and method of study preparation

Executive design is primarily composed of the executive drawings, which also contain descriptions supplementing specification of works. Re-development of the descriptions, in their scope corresponding to the detailed specifications, should take place only if the solutions of the executive design deviate from the specification (e.g. in case of changes introduced by the contracting authority). The materials and works presented in the drawings should refer to the relevant specifications of the tender design so that their mutual compliance could be controlled.

As a standard, the drawings specified in E.4.3.3.2.7 are required and drawings of all necessary details (a part of them was only described in the tender design).

E.4.3.3.4.7 Form of the study

The drawings should be grouped and described in accordance with the settlements referred to in E.4.3.3.1.

Forma of editing – agreed on between the architect and the contractor.

E.4.3.3.4.8 Permissions

In general, the executive design does not require permissions apart the contracting authority's acceptance. The fire protection, Sanitary and Epidemiological Station, and occupational safety and health permissions may be required for such studies as arrangements (not defined at the stage of construction design).

E.4.3.3.4.9 Utilization of the study results

The executive design is the basis for construction works. Operations of the contractor, investor's supervision, authorship supervision, and of other persons engaged in the implementation process have their grounds in the executive design.

E.4.3.4 **Take-off and cost estimates**

The take-off and full cost estimate may be prepared along with the tender design.

Take off and cost estimates are not the part of the design documentation – they are the subject of architect's consultation, under the standard services. They may also be prepared by the architect as additional services.

E.4.3.4.1 The objective

The cost estimate, prepared at the stage of the tender design, is aimed at establishing of the complete cost of works that are to be performed by the contractor.

E.4.3.4.2 Subject matter

- a) Land preparation for the construction site, i.e.:
 - preparation and development of the construction site;

- demolitions;
 - reconstruction of the existing networks and connection lines colliding with the designed facilities and other works;
 - macro-leveling;
- b) A set of construction documents provided for and described in the tender design;
- c) Works related to the liquidation of the construction site;

E.4.3.4.3 Content and the method of preparing the cost estimate

Cost estimate contains the following:

- a) detailed cost estimates – prepared in distribution corresponding to the structure of the tender design specification, for all works described in the specification – “work by work”;
- b) Collective cost estimate (collective costs specification - ZZK), summing up the results of the detailed cost estimates and including other costs, e.g. those referred to in E.4.3.4.2a) and c).

Each item of the detailed cost estimate should contain the following:

No.	Work symbol (according to the marking in the drawings and in specification)	Work	Take-off unit (e.g.: m ² , m ³ , m)	Number of units	Unitary price	Cost
1	2	3	4	5	6	7=5x6

The technique of cost estimation may introduce numerous terms, e.g. profit, additional charges, costs of labor, equipment, and materials, taxes, and general costs, etc. In the example discussed they are all contained in the “unitary price” term.

Complete cost estimate, meant for the contracting authority (investor) requires filling of all items and their summing up under the collective costs specification. The final verification of the costs will take place by way of evaluation of the bidder – the contractor, and then by the construction works agreement implementation.

The cost estimate, meant for offer preparation requires filling of columns 6 and 7, or column 5, depending on the tender inquiry.

E.4.3.4.4 Form of the study

Editing in form of volumes and books grouped to correspond to the tender documentation structure so that the distribution among numerous sub-contractors is convenient.

As a standard, unless the provisions of the agreement provide otherwise, the editing for the purposes of the bidders will be made by the contracting authority.

E.4.3.4.5 Permissions

The cost estimates do not require any permission, except the contracting authority's acceptance.

E.4.3.4.6 Utilization of the study results

The purpose of the cost estimate (preliminary cost estimate) is to deliver the same to the bidders to submit their offers and verification of the same (full cost estimate). The results are used in tender negotiations and conclusion of the construction works agreement.

Unitary prices and the methods of their calculation, contained in the cost estimate of the bidder, with which the agreement has been concluded, may be used to establish the value of additional works or establishing of the payment for increased quantity of works provided for in the tender design, offer, and the agreement.

E.4.4 Authorship supervision over the execution

E.4.4.1 Grounds of the authorship supervision

Authorship supervision agreement

The scope and method of the authorship supervision execution should be compliant with the needs of execution, defined not only by the Construction Law but also by the contracting authority's needs and the method of works arrangement and execution.

The contracting authority's obligation is to ensure supervision; the architect is obliged to execute the same. All architect's activities, related to the authorship supervision are non-design works and will be remunerated additionally (apart from the design remuneration).

Construction works agreement (contractor's agreement)

The contracting authority should provide the architect with the terms and conditions of the agreement concluded with the contractor. If the provisions of the said agreement are incompliant with the tender documents, tender design, or contractual design, the architect will not be held fully responsible for the appropriateness of the authorship supervision.

E.4.4.2 Scope of the authorship supervision

E.4.4.2.1 Standard services:

- a) actions related to making the opinions and obtaining permissions in respect of the contractor's designs (technological executive designs and workshop drawings);
- b) interpretation and clarification of the contractor's doubts regarding the design documentation;
- c) preparation of the additional drawings, provided the design documentation insufficiently explains the technical solutions;
- d) evaluation of the works executed in respect of their compliance with the design, the permissions, and architect's entries in the construction site ledger;
- e) control of the works' compliance with the design and evaluation of their esthetic value;
- f) interpretation of the works as additional or covered by the contractor's agreement, if it is related to the scope of the tender or contractual design specification (the final decision is issued by the investor's or contracting authority's supervision);
- g) the ongoing consulting of the contractor in any and all cases related to the execution;
- h) participation in the acceptance commission;

As a standard, the authorship supervision does not contain the technical quality control of the works executed, acceptance of the technology of the works performance, completion of the certificates, approvals of use, or other similar documents, related to application of specified technologies and products.

E.4.4.2.2 Additional services cover those resulting from E.5.3.1.

E.4.4.3 The methods of the authorship supervision

Obligations of the architect to perform the authorship supervision come into force on conclusion of the construction works agreement with the contractor and delivery of the construction site. The authorship supervision is conducted until the end of construction works and delivery of the project for utilization, i.e. signing of the delivery-acceptance report. The obligations of the architect in respect of the authorship supervision do not refer to the warranty and guarantee periods granted by the contractor.

The supervision of the architect should cover the following duties:

- visit the construction site at least once a week (usually on the day of the coordination meeting); any possible more frequent visits should be settled in a separate agreement;
- on the day of the meeting ensure that the design team supervising the

construction and competent to make the decisions on the meeting agenda, is present;

- forthwith inform the contracting authority and the contractor about any and all execution errors, in particular any discrepancies with the project documentation occurred during the construction process.

The contractor cannot demand any additional visits of the architect.

The architect and his/her authorized representatives should have free access to the construction site.

The authorship supervision does not cover the duties pertinent to the contractor and investor supervision, e.g.: monitoring the works organization and the method of their conduction, completing and coordination of the supplies, checking of the certificates and requesting other documents related to approval of materials and products for application, take-off, checking and interpreting the evaluations and the contractor's invoices.

E.5 Other works and services of the architect

E.5.1 Additional design works

The additional works of the architect should be understood as all works that have not been included in the construction works agreement, or those the scope of which, deadlines, and architect's remuneration have not been specified in the agreement (the scope of the same cannot be specified at the stage of agreement preparation).

Most often these include the following:

- a) changes in the design and design documentation, resulting from the changes in project assumptions, important changes requested by the contracting authority as compared to the previously approved design solutions;
- b) changes in the design and design documentation resulting from outdating of the information materials, constituting grounds of the design;
- c) changes in the design and design documentation resulting from the changes in the legal regulations during the design works or implementation of the design;
- d) changes in the design and design documentation related to the discrepancies between the design documentation and its implementation, which the architect could not influence;
- e) changes in the design and design documentation for the purpose of reconstruction, over-structure, or development related to discovery during the progress of the works of the elements that could not have been seen before as covered;
- f) making of the arrangement designs (e.g. office or shopping space as the "open space"), related to meeting of the requirements of the users, which could not have been specified at the stage of the agreement conclusion;
- g) adjustment of the apartment designs to the needs of the purchasers;
- h) preparation (ordering) of specialist technological designs or technological guidelines, related to the needs of the tenants or purchasers;
- i) preparation of the interior designs, the scope of which usually cannot be established at the stage of agreement conclusion;
- j) preparation of color designs (apart from those required by the law and resulting from the selection of the materials and products);
- k) preparation of the furnishing designs;
- l) selection and specification of the furniture and catalog equipment;
- m) preparation of 1:1 mock-ups to test the products, materials, assembly technologies, etc., by the contractor;
- n) preparation of the designs of temporary and accompanying facilities;

See also E.5.3.1.

E.5.2 Participation in the procedures conducted by the architectural-construction authorities or the contracting authority

E.5.2.1 Obtaining of the decision about the development conditions

Additionally remunerated works (apart from the design remuneration)

Decision about the development conditions cannot be issued to anyone. Applying for its issue requires gathering of necessary information (required by the architectural-construction authorities). These include the following:

- a) Maps,
- b) Characteristic data of the project,
- c) Utilities supply promise and conditions.

Specification of the characteristic data of the investment often requires preparation of the preliminary concept. In many cases it is a usual practice to enclose such document to the application form (although it cannot be formally requested).

Obtaining of the utilities supply promise and conditions requires authorization to for the architect to act on behalf of the contracting authority.

As a standard, the architect should:

- gather materials necessary for the application submission;
- submit the application;
- provide the architectural-construction authorities with necessary additional information, possibly supplement the application form;
- collect the decision.

It is the duty of the contracting authority to provide the architect with any and all required formal documents and any and all required declarations, or sign obligations or conclude preliminary agreements (in many towns and gminas it is required in case of water, heat, gas, or electric power supply).

E.5.2.2 Obtaining of the construction permission

Additionally remunerated works (apart from the design remuneration)

Construction permission is issued to the holder of the real property to be developed and upon request of such person. Apart from the presentation of the construction design, submission of the application requires gathering of numerous documents as required by the law, and some of them are issued to the investor (contracting authority). If the contracting authority wishes to entrust such procedures to the architect, he/she should authorize the architect to operate on his/her behalf.

As a standard, the architect should:

- gather materials necessary for the application placement;
- place the application;
- provide the architectural-construction authorities with necessary additional information, possibly supplement the application or construction design;
- collect the decision.

It is the duty of the contracting authority to provide the architect with any and all required formal documents and any and all required declarations (in particular regarding the right to administer the project area).

E.5.2.3 Participation of the architect in tender procedure

Additionally remunerated works (apart from the design remuneration)

In general, architect's participation in the tender procedure covers the following:

- a) Participation in the sessions of the tender commission and inquiring of the bidders

the participation should primarily refer to the essential evaluation of the offers, evaluation of the capabilities of the bidders, their organizational and logistic preparation.

The participation in this part of the commission where the issues of the financial liabilities are discussed, or other not related to the essential evaluation of the offers, may take place after the consent of the contracting authority (the tender organizer) is obtained.

b) Preparation of the opinions about the offers and offer comparison

Upon request of the contracting authority (and against relevant remuneration) the architect may perform the comparative analysis of the offers. The scope of such analysis cannot exceed the following:

- correctness of the preparation and completeness;
- comparison (to the executed reference facilities);
- comparison of the potential capabilities of the bidders in execution of the tender object (against the background of their achievements);
- comparison and evaluation of the works schedules;
- evaluation of the suggested technologies;
- evaluation of the suggested materials and replacement products;
- comparison of the unitary prices and the total investment cost;
- correctness of the prices calculation;
- evaluation of these parts of the offers that are related to the executive design development and supervision functioning (e.g. approval or suggested changes to the draft agreement: principles of evaluation of the works quality and architect's part in the procedure, the principles of acceptance of the samples of products and materials, principles and scope of acceptance of the contractors or subcontractors' designs, the principles of documentation circulation at the construction site, schedule of the executive documentation delivery, etc.);
- evaluation of the suggested scope of warranty and guarantee against the background of the required utility and operational standards.

Architect should not analyze the offers in the following respects:

- suggested financial conditions (guarantee amounts, banking guarantees, contractual penalties, terms and conditions of their application);
- the principles of settlements and financial control of the construction;
- other, strictly legal aspects of the offer, not affecting the implementation and the course of the same (e.g.: conditions of the contractor's warranty and guarantee enforcement);

E.5.2.4 Architect's participation in the acceptance procedures

The scope of the architect's duties in the acceptance procedures results from:

- a) requirements of the Construction Law (here the architect's duties result from the Law);
- b) conditions of the construction works agreement concluded with the contractor. The architect's participation in this procedure should be set out in the agreement. It is recommended that it should refer to confirmation of the compliance of the execution – the esthetic, utility, and operational standard with the design and the contracting authority's requirements (the technical standards should be confirmed by the investor supervision).

E.5.3 Exclusions and exceptions regarding the architect's works**E.5.3.1 Exclusions**

The exclusions cover works not included in the design works agreement and not taken into consideration in the architect's remuneration, in respect of which the parties agree that their provision is not anticipated or will be entrusted to third parties. The exclusions (unlike the exceptions) will, however, cover those works of the architect the performance of which the architect may undertake if needed.

The list of the exclusions will in particular cover the following:

- a) obtaining of the input materials for designing (to the extent resulting from points E.3.1 and E.3.2),
- b) preparation (ordering) of the expert's opinions and tests related to the environment protection;
- c) preparation (ordering) tests and acoustic opinions (except the routine acoustic

- solutions related to the project execution according to the construction art requirements);
- d) preparation (ordering) the designs of demolitions of the existing buildings;
 - e) submission on behalf of the contracting authority (based on the power of attorney) of the application for design approval and for the construction permission, and collection of the said documents;
 - f) consultations of the implementation schedule or development of the guidelines for the construction works schedule;
 - g) development of the guidelines for the construction site development and obtaining of the delivery of utilities for the needs of the construction site;
 - h) preparation of the preliminary cost analysis; preparation of the cost estimate;
 - i) preparation of the take-off and of the cost estimates;
 - j) participation in the works of the tender commission and in interrogations of the bidders;
 - k) preparation of opinions about the offers and comparison of the offers;
 - l) negotiating of the construction works agreement conditions (only to the extent regarding the design);
 - m) consulting of the construction site development design for the tender purposes;
 - n) making of the expert's opinions and opinions regarding the method of the construction works execution;
 - o) evaluation of the construction works progress against the background of the works' schedule;
 - p) making opinions about the evaluation and post execution cost estimates;
 - q) development of the facility (or its part) operation manuals;
 - r) development of the emergency exit schemes;
 - s) preparation of the mock-ups requested by the contracting authority;
 - t) preparation of the visualization or computer animations requested by the contracting authority;
 - u) preparation of the marketing materials and their edition (not printing or distribution)

and other works not included in the agreement, in this in particular those specified in point E.5.1 and not being the exceptions.

E.5.3.2 Exceptions

Exceptions include those works, the performance of which the architect cannot undertake either due to ethical reasons (execution of such works could collide with the requirement of the unbiased performance of the profession) or due to their essential specifics (not directly related to the architect's profession).

The exceptions will in particular cover the following:

- a) preparation of the tender conditions;
- b) preparation of the draft construction works agreement;
- c) selection of the contractor;
- d) development of the implementation schedule;
- e) preparation of the evaluation and post execution cost estimates;
- f) control of the finances and settlement of the accounts in respect of the construction project;
- g) monitoring of the works organization and the method of their execution, completion and order of the supplies, checking of the certificates, requesting other necessary documents related to permitted application of the materials and products used by the contractor (but all architect's studies should cover the materials and products with due certificates), performance of the take-off, checking or interpreting the evaluations and invoices of the contractor;
- h) services related to the contractor's failure to meet the provisions of the construction works agreement, in particular those related to the gross defects of the works or evaluation of the consequent losses;
- i) preparation of the draft construction site organization sheet (except the guidelines - WRI).
- j) preparation of the workshop drawings for the contractor's purposes, or other

- drawings closely related to the technology used by the contractor;
- k) preparation of the post execution documentation;
- l) provision of services not related to the contractor's meeting the provisions of the construction works agreement, in particular related to the gross defects of the works or evaluation of the consequent losses;
- m) consultations in cases of losses resulting from fire, flood, or other disasters, and of the related works;

and other works pursuant to the general definition of the exceptions.

E.5.4 Investor supervision, construction site management, function of the Chief Executor of the Investment.

The aforesaid operations are not covered by this document, describing the role of the architect in the standard system of the project execution, including three parties: the contracting authority – architect – the contractor. Entrusting the architect with functions of the contracting authority or the contractor, actually is and may be applied (e.g. in many cases the contracting authority has not the relevant facilities at its disposal). Such situation requires the separate agreement to be concluded, in particular way including the aspects of the architect's activities, which due to combining of the said functions with the function of the designer may raise doubts about their meeting the Professional Ethics Principles, the Rule 2.3 of which provides as follows:

Rule 2.3: Architects should avoid actions and situations that are incompliant with their professional obligations or which may raise doubts about their independence, unbiased approach, or professional honesty.

PART F. LIST OF WORKS AND SERVICES**1 PRE-DESIGN STUDIES AND ANALYSES**

- 1.1 Evaluation of the planned project location.
- 1.2 Evaluation of urban and environmental conditions.
- 1.3 Evaluation of transport availability.
- 1.4 Evaluation of infrastructure availability.
- 1.5 Evaluation of need for utilities.
- 1.6 Industrial studies and analyses.
- 1.7 Feasibility study of the project.
- 1.8 Analysis of appropriateness of dividing the project into stages.
- 1.9 Analysis of land absorption.
- 1.10 Acoustic analyses.
- 1.11 Analyses of pollution.
- 1.12 Analyses of foundation conditions.
- 1.13 Environmental impact assessment.
- 1.14 Program, technological assumptions, etc.
- 1.15 Analysis of appropriateness of dividing the project into stages.
- 1.16 Feasibility study of the project.
- 1.17 Preliminary schedule of design works
- 1.18 Preliminary schedule of project implementation.
- 1.19 Consulting services to the contracting authority in respect of the program, function, marketing, market value of the project.
- 1.20 Consulting services to the contracting authority in respect of the investment process planning and course.
- 1.21 Other

2 INFORMATION AND GUIDELINES FOR THE DESIGN PURPOSES

- 2.1 Obtaining of information about entries in the local plan regarding project location conditions.
- 2.2 Obtaining of information about the possibility of obtaining the decision on land development conditions or on location of the public purpose investment.
- 2.3 Obtaining of decision on land development conditions or drawing and excerpt from the content of the local spatial development plan.
- 2.4 Obtaining of the local spatial development plan conditions.
- 2.5 Obtaining of maps for the design purposes.
- 2.6 Obtaining of legal map.
- 2.7 Obtaining of promise and conditions of utilities' connection.
- 2.8 Obtaining of land and water tests – geotechnical report.
- 2.9 Obtaining of greens specification.
- 2.10 Obtaining of the list of buildings and other land development components.
- 2.11 Preparation of the preliminary environmental impact assessment.
- 2.12 Other

3 DESIGN ISSUES**3.1 Land development and shaping**

- 3.1.1 Development plan drawing.
- 3.1.2 Coordination table of the underground development components, made on the up to date map for the design purposes, scale 1:500, illustrating the following:
 - 3.1.3 Design of roads, squares, sidewalks, and land drainage.
 - 3.1.4 Design of drainage, land melioration, etc.
 - 3.1.5 Balance of earth mass.
 - 3.1.6 Designs of networks, connection lines, and other components of underground development.
 - 3.1.7 Design of greens management.
 - 3.1.8 Design of the greens.
 - 3.1.9 Design of area lighting.
 - 3.1.9 Designs of landscape elements.
 - 3.1.10 Other

3.2 Architecture

- 3.2.1 Projections, cross-sections, facades.
- 3.2.2 Architectural and construction details.
- 3.2.3 Specifications of floor, wall, and roof layers.
- 3.2.4 Specifications of premises finishing.
- 3.2.5 Specifications of window carpentry and fittings, stairs, railings, ladders, etc.
- 3.2.6 Specifications of façade elements.
- 3.2.7 Assumptions and guidelines for the design of workshop metal elements.
- 3.2.8 Assumptions and guidelines for the executive or workshop design of the fittings, carpentry, etc.
- 3.2.9 Assumptions and guidelines for the executive or workshop design of the facades.
- 3.2.10 Assumptions and guidelines for the executive or workshop design of the stone works.
- 3.2.11 Other

3.3 Specialist technologies and studies as a part of the design process

- 3.3.1 Technologies of the premises or specialist functions (e.g.: technology of the cinema, concert hall, technology of production, kitchen, waste disposal and removal, waste utilization)
- 3.3.2 Energetic characteristics of the project.
- 3.3.3 Ecologic characteristics of the project.
- 3.3.4 Assumptions for BIOZ preparations.
- 3.3.5 Other

3.4 Buildings

- 3.4.1 Static calculations (of all types of structures).
- 3.4.2 Volume drawings (of all types of structures)
- 3.4.3 Structure details (of all types of structures)
- 3.4.4 Assumptions for the designs of the boarding.
- 3.4.5 Reinforced concrete structures.
- 3.4.6 Foundations of machines and technological equipment.
- 3.4.7 Specialist defensive structures, shields against ionizing radiation, etc.
- 3.4.8 Assumptions for workshop drawings of the metal structures.
- 3.4.9 Assumptions and guidelines for the executive design of the fire protections, rust protection of the steel structures.
- 3.4.10 Assumptions and guidelines for the executive design of the structures of wood and multi-layer wood.
- 3.4.11 Assumptions and guidelines for the design of mycologic protections.
- 3.4.12 Assumptions and guidelines do the executive design of the structures made of glass, plastics, pneumatic, cover structures, etc.
- 3.4.13 Other

3.5 Sanitary installations

- 3.5.1 Water supply and sewerage installations.
- 3.5.2 Heat installations with technologies of the boiler room or heating node.
- 3.5.3 Cooling installations with cooling centers.
- 3.5.4 Gas installations.
- 3.5.5 Mechanical ventilation installations (sanitary and fire).
- 3.5.6 Air conditioning installations.
- 3.5.7 Specialist installations of compressed air, technical gas, etc.
- 3.5.8 Other

3.6 Electric power installations

- 3.6.1 Transformer station and internal switch station.
- 3.6.2 Power supply installations with the switchbox or switch panel and energetic connection.
- 3.6.3 Power supply installations of utility and lighting sockets.
- 3.6.4 Power supply installations of technological equipment.
- 3.6.5 Low voltage and data transmission installations.
- 3.6.6 Assumptions and guidelines for the executive design of the automatics.
- 3.6.7 Assumptions and guidelines for the executive design of the BMS.

- 3.6.8 Assumptions and guidelines do execution and assembly of the equipment in premises with controlled air purity.
- 3.6.9 Assumptions and guidelines for computer installations.
- 3.6.10 Lighting installations, over-voltage and electric shock protections.
- 3.6.11 Assumptions and guidelines for the pneumatic installations.
- 3.6.12 Assumptions and guidelines for the technological installations.
- 3.6.13 Other

3.7 Other assumptions and guidelines for the specialist designs

- 3.7.1 Assumptions and guidelines the executive design of the protections and water and humidity insulations.
- 3.7.2 Assumptions for the vibration insulation and securing against the vibrations.
- 3.7.3 Assumptions and guidelines for protection against electromagnetic, ionizing radiation, etc.
- 3.7.4 Assumptions for screens, shields, and baffle boards.
- 3.7.5 Fire protection and evacuation scenarios.
- 3.7.6 Assumptions and guidelines for explosion protections.
- 3.7.7 Assumptions and guidelines the design of the lifts (lift assumptions).
- 3.7.8 Assumptions and guidelines for the design of stairs or moving sidewalks.
- 3.7.9 Assumptions and guidelines for installation of the building cranes, hoists, etc.
- 3.7.10 Assumptions for the waste utilization design.
- 3.7.11 Assumptions for the executive design of the security protection, personal and cargo traffic control, supervision, etc.
- 3.7.12 Guidelines for the design of the construction site organization, technology of production and assembly.
- 3.7.13 Other

3.8 Other designs

- 3.8.1 Designs of arrangements (e.g. office space, utility space designed as "open space"), related to meeting of the requirements of the users.
- 3.8.2 Adjustment of the design of the apartments to the needs of the purchasers.
- 3.8.3 Specialist technological designs or guidelines, related to the needs of tenants or purchasers.
- 3.8.4 Designs of color arrangement (apart from those required by the law or resulting from the selection of materials and products).
- 3.8.5 Designs of interiors.
- 3.8.6 Designs of furnishing and equipment.
- 3.8.7 Selection and specifications of furniture and catalog equipment.
- 3.8.8 Designs of 1:1 mock-ups serving the purpose of testing the products, materials, assembly technology, etc. by the contractor.
- 3.8.9 Designs of temporary and accompanying facilities.
- 3.8.10 Designs of demolitions.
- 3.8.11 Other

4 ORGANIZATION OF THE DOCUMENTATION, PERMISSIONS, AND CHECKS

- 4.1 Development of the documentation structure and the drawings numbering system.
- 4.2 Development of the documentation circulation system at the construction site.
- 4.3 Checking of the design documentation.

- 4.4 Obtaining of legally required permissions and approvals.
- 4.5 Other

5. TAKE-OFF AND COST ESTIMATION

- 5.1 Preliminary cost analysis.
- 5.2 Take-off
- 5.3 Investor's cost estimate.
- 5.4 Other

6. SPECIFICATION OF SERVICES RELATED TO PARTICIPATION IN THE PROCEDURES

- 6.1 Obtaining of the construction permission on behalf of the contracting authority.

- 6.2 Obtaining of the utilization permission on behalf of the contracting authority.
- 6.3 Co-participation in development of the tender conditions.
- 6.4 Co-participation in preparation of the draft construction works agreement.
- 6.5 Participation on behalf of the contracting authority in the works of the tender commission and in selection of the contractor.
- 6.6 Preparation of the opinions about the offers and comparison of the offers.
- 6.7 Consulting of the design of construction design development.
- 6.8 Consulting of the works' schedule.
- 6.9 Settling with the contractor of the design documentation supply schedule (if supplied gradually during the construction process).
- 6.10 Negotiating the construction works agreement conditions (only to the extent referring to the design).
- 6.11 Authorship supervision (including participation in the acceptance procedure).
- 6.12 Other

7. OTHER WORKS

- 7.1 Preparation of the mock-ups required by the contracting authority.
- 7.2 Preparation of the visualization or computer animations required by the contracting authority.
- 7.3 Design presentation (apart those required by the procedure and those for the contracting authority).
- 7.4 Preparation of the marketing materials and their edition (except printing and distribution).
- 7.5 Development of the operation manuals of the facilities or their parts.
- 7.6 Development of the evacuation schemes.
- 7.7 Translations and preparation of the design documentation in foreign languages.
- 7.8 Other