

## General Conditions of Contract

### Check for the Validation Design

#### APPLICABILITY

This document defines the relationships between CONTECO Check S.r.l. and Customers wishing to make use of the service design verification for the purpose of validation. It shall apply to verification by CONTECO Check S.r.l. companies met the criteria established by law (Legislative Decree N°50 of 18 April 2016 and subsequent amendments) of the design documents and related reports.

#### Article 1. CONCLUSION OF CONTRACT

The signing of the contract is usually done through an act of the Contracting Authority or the other Principal signed by the parties, which refers to a methodological proposal presented by CONTECO Check S.r.l. or to a technical specification of the performance of the service.

These general terms integrate those documents as compatible.

The prerequisite for proper budgeting, planning and delivery of the service is that during the preparation of the offer have been supplied Body Inspection data as much involved in the design subject to audit. We summarize below the main aspects:

- Identification data of the Contracting Authority or other Customer;
- Description of the intervention;
- Preliminary Document of Design or design related to the previous phase of the audit;
- Type of procurement procedure envisaged;
- State of the art of design and the authorization of the intervention;
- Amount of work expected, divided by classes and categories;
- Names of the design team.

Another prerequisite for a smooth running of the service is to share the contents of the service, which vary depending on the design phase (preliminary / technical-economic feasibility design, final and executive), the type of procurement procedure (integrated contract, works contract, contract and grant management work, etc.), and the context of the approval of the initiative.

These aspects are defined in the offer and described in general terms in the following paragraphs.

## Article 2. PURPOSE OF SERVICE

The service Verification Design aims to provide relevant information to the Customer about the design in question so as to guarantee their acceptability to promote, on the basis of the same, the procedure for selection of the subject to be entrusted with the execution the work or the further development and completion of the design.

This verification shall ensure, in particular:

- completeness of the design;
- consistency and completeness of the economic picture in all its aspects;
- the design solution chosen can be contracted;
- requirements for the durability of the work over time;
- minimizing the risks of introducing variants and litigation;
- possibility of completion of the work on time;
- safety of the workers and users;
- adequacy of the prices used,
- maintainability of the works, where required.

The verification procedures are defined by the offer of CONTECO, by the specific Quality Plan (if applicable) and/or by the Customer.

The checks are conducted on the design documentation for each stage, depending on the design level, with reference to the following aspects of control:

1. reliability;
2. completeness and adequacy;
3. readability, consistency and reproducibility;
4. compatibility.

The checks described above, together with those of the exclusive competence of the contracting related administrative and non-technical (e.g. availability of the areas, financial package, obtaining all necessary approvals, etc.), allow the ORs to validate the design examination, pursuant to art. 26 of the Legislative Decree n° 50/2016.

Documents relating to the service, unless otherwise provided in the contract, will be retained for ten years from the date of completion of the service and activities and performance related to the same. After that date, both the paper documents that the documents in electronic form will be deleted. All in compliance with the state law,



the rules and regulations of contractual agreements in force concerning data confidentiality.

#### Article 3. STANDARDS AND REFERENCE DOCUMENTS FOR THE CONDUCT OF SERVICE

The reference standards for the conduct of the service are:

- D.Lgs. 50/2016 (and subsequent amendments);
- in other cases, Presidential Decree 207/10:
  - or preliminary/ feasibility design: from art. 17 to art. 23;
  - or final design: from art. 24 to art. 32;
  - or executive design: from art. 33 to art. 43;
  - 52 e 53.
- regulations applicable.

The reference standards methodology for performing the service are:

- Quality manual;
- UNI EN ISO 9001 "Quality Management Systems - Requirements"
- UNI CEI EN ISO/IEC 17020 "Requirements for the operation of various types of bodies performing inspection";
- UNI 10721 "Service technical control applied to construction and civil engineering";
- UNI 10722-1/2/3: "Qualification and control of construction design of new construction. Design planning and planning and execution of the controls of the design of a building".

CONTECO Check S.r.l. is committed to compliance with the provisions of Law n° 136/2010 on traceability of financial flows, where applicable.

The necessary documents for verification prescribed are:

- feasibility study or preliminary design document or design documents produced in the earlier stage than audited;
- documentation of authorization and approval referring to the previous design phase, including the provisions;
- disciplinary design task;
- approvals and regulatory approvals required for the level design;
- any other requirements set or desired by the Contracting Authority or by Customer.

#### Article 4. METHOD 'OF SERVICE PERFORMANCE

The verification of the design is carried out taking into account specifically the following purposes:

- assess the technical feasibility of the work, understood as the absence of errors or omissions which may affect, in whole or in part, the realization of the work or its use;
- verify compliance with mandatory legislation and contracts;



- assess the presence and extent of risks arising from the technical design choices proposed in order to provide an opinion on the reliability of the technical solutions proposed by the designer.

The activity is conducted by a general point of view, in which the body carries out an audit inspection of each document that constitutes the design, for completeness, clarity, reliability, appropriateness and compliance and entering the merit of each document. The activity is designed to provide constant support to the customer in the performance of the following activities:

- critical analysis and construction of the design, particularly with regard to the choices typological, distribution, technology and manufacturing, placing them in relation to the objectives and needs expressed by the customer in order to the operational aspects, organizational, managerial and financial;
- reporting activity through periodic reports regarding the activity containing the feedback of the items in the previous point, with evidence of any discrepancies discovered and related proposals for solutions;
- overall verification of the final documentation delivered by the designers, formulating an evaluation in the form of a certificate of "validable" or "not validable".

The activity begins with a "kick-off meeting" held in the presence of the ORs and the designer, in order to clarify the respective roles and responsibilities, functional interfaces, the system of conducting audits of the design, the forms used, the pattern process to reach the issue of the final Report Design Verification within the time allowed. All the actors of the process (RUP, Inspection body and Designer) are thus guaranteed by the utmost transparency and the total availability of information, in the logic of the most practical and collaborative cooperation towards the achievement of the common goal. This preliminary meeting was therefore the aim of: acquiring the design in paper and electronic format; capture the requirements and any further request / prescription of entities involved and all the requirements arising from different approval processes; acquire all the signs of a technical and economical by the Principal for the start of the audit; acquire by the RUP and / or Designers illustration overall themes of the various design disciplines in topic.

CONTECO Check S.r.l. shall schedule the procedures and controls that will be operated on the design documentation preparing a suitable "Control Plan", based on the input data consist of any information regarding the circumstances and facts influential on the design phase being verified and the results the preceding stages of preliminary and final design. This document may be the subject of joint assessment with the customer and also integrated on the basis of the observations and specific requests made by the same. The Control Plan is then declined in basic controls related to the various disciplines of the design and the corresponding sub-processes in which it was broken down, in the planning stages, the overall process design. Within the Control Plan l 'Inspection body prepares a "Timetable of verification activities" that will be conducted both in overlay design is at its end, finally, as a result of design reviews the result of the transposition of the comments. The controls that are made in the first phase of the verification process are designed to ascertain the state of completeness buoyancy documentary of the design both in terms of design documents true both in terms of technical documents, administrative and contractual places based of the design. This phase of the activity ends



with the issuance of a first report in which will place the list of documents making up the design and actually delivered, connotations with the specific references (delivery date, revision, date of issue, etc.) and the list of documents that may be missing with the possible reasons why it is believed that they should be produced in order to actually initiating the activity of verification. The report concludes with a first synthetic judgment on the document structure of the design, with particular reference to its level of adequacy to allow the start of the verification activities

During the development of the design inspectors intervene on each component of the design and has a number of "control actions" to verify the completeness and setting of design documentation, as well as the presence of all the deliverables required by law, the congruence between graphic tables and technical reports the adequacy of relevant documents of the status quo, the technical adequacy of the investigation, the technical adequacy of the design, the adequacy of the maintenance plan, the adequacy of documents cost estimate (completeness, consistency and appropriateness of the costs of the designs), the adequacy of the study acoustic and compliance with local regulations, the adequacy of the safety documentation, the adequacy of the contractual documentation and capitulate. In accordance with art. 26 of Legislative Decree 50/2016, the Inspection body checks and the correct setting of all the deliverables provided: general report, expert reports, drawings consisting also of those structures, systems and recovery and environmental improvement, executive calculations of structures and facilities, maintenance plans and the work of its parts, security plans and coordination, bill of quantities and economic framework, timetable, list of unit prices and any analysis framework in the percentage of the amount manpower for the various categories that make up the work or the work, draft contract and special conditions of contract. Specifically, does the following checks:

- completeness of design documentation. Such action verification is aimed at assessing the readability and consistency of the description of the technical solutions regarding mainly materials / products provided and methods used: completeness and conformity between Chapter documents, documents of cost estimates, and tables other design documents. This is expressed in the first instance, by drawing up a preliminary breakdown of the work covered by the audit (identifying major technological units, see. UNI 8290).
- assessment of the adequacy of the design choices in terms of technological requirements and performance. Specifically, the 'Inspection body carries out verification activities necessary to:
  - or for general reports: verify that the contents are consistent with their description capitulate and graphics, as well as with the requirements defined in the feasibility study or in the Preliminary Design Document and the contents of the documents for authorization and approval referring to the design phase previous.

- or for relations specialist: check that the contents are consistent with the specifications spelled out by the Customer, mandatory standards, applicable technical standards (including in relation to the completeness of design documentation) and the design rules.
- or for the calculation reports: verify that the assumptions and criteria assumptions underlying the calculations are consistent with the target of the work and with the correct application of laws and regulations relevant to this case; verify that the sizing of the work, with reference to the various components, has been completely carried out, in relation to the level of the design to be checked, and that the methods of calculation used are explained in such a way as to be readable, clear and interpretable; check the consistency of these results with the contents of the graphics processing and performance requirements and the Chapter; check the correctness of the dimensioning for the elements considered more critical, that must also be inferred from the description of the Illustrative calculation report itself; verify that the design choices constitute an appropriate solution in relation to the durability of the work in the conditions of use and maintenance provided.
- or to the drawings: verify that each item is described in geometrical terms, and that, where not declared its features, is uniquely identified by a code, or by another identification system that can place it in reference to the description of other processed therein including documents performance and chapter members.
- or to the specifications, performance documents, and the draft contract: verify that each element, identified on the drawings, shall be suitably qualified in the documentation of performance and capitulate; Moreover, the verifier checks the contents of the tender documents to contain all the elements for a complete definition of the technical and economic intervention, and have all of those descriptions integrative design that can better specify aspects not easily inferred from the drawings especially for the purpose of precise quantification and economic performance. Moreover, at this stage are inspected for consistency and formal correctness of the Scheme of Contract Contract, the Economic Framework, the completeness of the work covered in the time schedule and its coherence with the programming of the work contained in the PSC.
- verification of the technique of the maintenance plan. The verification is conducted so as to ensure that the information contained in the Service of the work comply with the provisions of the Customer, in particular as regards the method of use and maintenance, the frequency of tests, the type of interventions to prolong the useful life cycle of the work.
- assessment of the adequacy and completeness of the cost estimate. As for the documentation of cost estimation (documents analyzed: Economic Framework, List Prices and Price Analysis), the verifier verifies the elaborate in their entirety, and to verify the quantity (documents analyzed: Metric Calculation and bill of



quantities ) control can also be carried out with a sample method. Objective is to check the documentation of economic estimate to assess the consistency of the amount reported, the expected costs for the works and for the performance as determined in the design. Will evaluate the criteria for measuring the quantity and price construction. Furthermore, checks are carried out in place to monitor the adequacy of the unit prices and parameters used to estimate.

- verification of the Safety Plan and Coordination. The goal is to check the completeness of the data entered in the general safety documentation and coordination and attachment, the adequacy of management procedures provided during construction, grading and site organization, the risks and preventive actions yard , the time schedule and the phases of work and, finally, the completeness and adequacy of the estimated security costs (direct, indirect and additional), the Operational Plan of Security and File Opera.

Downstream of the control activities on the design, CONTECO Check S.r.l. emits the "Reports of Quality Design", divided by specialist areas and subsequent areas, which contain the results of analyzes carried out and, briefly, can give: the regulatory framework; the results of the audit on the correct application of the provisions of law; the description of the technical solutions adopted and the decomposition of the object of control in homogeneous elements; the identification of any sample of all elementary objects which have been checked; the outcomes of enforcement actions and remarks that follow. The anomalies that follow the analysis of the documentation are formalized in "non-compliance" classified according to three levels:

- critical reliefs, i.e. when a design deficiency is referred to completeness checks with reference to a specific regulatory requirement and suitability checks for critical cases such as, for example, issues related to the stability and security of the good and future users and / or failure to comply with binding norms. In order to overcome the critical relief, in order to be able to express a definitive opinion, the Customer and / or designers (and / or other stakeholders) will have to take necessary treatment for their resolution and provide CONTECO Check Srl with documentary integrations to clarify the problems encountered, which ISP should assess and feel adequate and adequate.
- important reliefs (non-compliance) identify deficiencies deemed significant for purposes of completeness, consistency and appropriateness of the design; to overcome them are necessary clarifications, insights or additions by the designers, to be communicated to CONTECO Check S.r.l. soon. In particular, these include those related to compliance with regulatory constraints and requirements of various entities and those that have a direct economic impact on the overall cost of construction and then on the future contractual amount and which must of course be resolved in a clear, complete and unquestionable and their disposal must not remain doubts.
- marginal reliefs (observations) identify indications on the basis of which it is possible to improve the clarity and completeness of the design, as can be typically e.g. some gaps of information rather than uncertainty on



how to resolve certain structural details that can be most advantageously managed and resolved in the next phase of design. Overcoming them is not binding upon the issuance of a positive opinion on the part of the 'Inspection body.

During and following the issue of the verification of each "Ratio Quality Design", starts the so-called contradictory, intended as constructive comparison that allows you to define and share the methods of treatment of "non-conformities / observations" indicated by clarification and direct any updates or additions to the design documentation: using this approach it is possible to promptly address the critical points and any anomalies that may affect on the ideal development of the design process, optimizing the solutions adopted and ensuring quality and completeness of the documentation provided.

In order to make the most effective being contradictory, the 'Inspection body sends to designers a "Form Processing of Reliefs" with which they are called to respond in writing to the findings / observations made as a result of the inspection, indicating corrective action and, if necessary with the calendar for their implementation. In addition, the development phase of confrontation with the designers also happens at meetings during which the SPA CONTECO Check S.r.l. exposes designers the problems that emerged as a result of the checks made and are jointly taken decisions about any changes / additions to the design. These meetings are an operational tool at the service of the proceedings as a whole for the timely introduction of any corrective action that may become necessary in the design.

As a result of control activities, the adversarial and any updates and additions to the design documentation, CONTECO Check S.r.l. shall conduct a final verification of the design and it reporting organization outcomes in so-called "Final Report of Treatment", each associated to its "Report quality design ", which set out the audits of the implementation of the findings and observations previously moves and updating of design.

At the conclusion of the controls and the issuance of all the "Treatment Evaluation Reports", CONTECO Check S.r.l. provides a synthetic opinion on approvability of design examined by the drafting of the "Final Report". This report confirms the compliance of the entire body design and therefore its approvability / validable by the Customer.

#### Article 5. PLACE OF COMPLETION OF SERVICE

Services subject to verification of the Design are carried out by CONTECO Check S.r.l. at its offices.

Except where expressly provided, CONTECO Check S.r.l. participates in meetings / coordination of inspections / checks at the Contracting Authority or designers only as it deems necessary for the performance of the service.





Attending meetings / inspections other than those expressly provided for in the contract are the subject of a separate, additional, remuneration than the agreed consideration for the performance of the service.

#### Article 6. GROUP OF VERIFICATION

CONTECO Check S.r.l. adopts a matrix structure for the dynamic allocation of resources needed to carry out activities according to the specific design to be verified: the Technical Management identifies the appropriate resources to cover all the disciplines required by the contract and puts the Coordinator of the Working Group (CIS) at the head of the staff going to form the operational structure of the contract.

Inspectors are all professional experts, qualified in accordance with the Regulations Accredia reference.

#### Article 7. MANAGEMENT SERVICE

CONTECO Check S.r.l. operates through the review team described in paragraph 6 coordinated by the Head of Service (CIS), which guarantees the performance of the service and proper management of the relationship with the customer.

The above is also facilitated by the Contracting Authority is detected own technical contact and contract (generally RUP).

The CIS is also responsible for coordinating with the various people involved in the design under verification and to ensure the smooth flow of information and communications.

#### Article 8. CLARIFICATIONS AND LIMITATIONS OF SERVICE

CONTECO Check S.r.l. performs a check on validable of the design, in accordance with the principles of impartiality of judgment, of observance of professional ethics and confidentiality of information collected.

Design responsibility rests with the designer and the responsibility of validation in chief to the subject validator (e.g. "RUP").

CONTECO Check S.r.l. in the performance of the assignment never takes responsibility roles in the execution of which, for example: designer, architect, works manager, tester, design manager, site manager, contractor, subcontractor. At the end of these individuals remain without prejudice to the responsibilities of their role with no reference to CONTECO Check S.r.l. provided by SPA in the performance of.





CONTECO Check S.r.l. expresses its opinions only on documents and communications that have been acquired in accordance with the contract specifications.

CONTECO Check S.r.l. does not perform or participates in the execution of land surveying, aerial photogrammetry, architectural, structural or otherwise, or perform laboratory tests or essays, does not take any kind of relationship with the bodies involved in the process to provide advice, permissions, nothing prevent the execution of the works, or attends the conference services if called to the design level being verified, but it captures the acts for the verification of regulatory jurisdiction.

CONTECO Check S.r.l. does not take into account in carrying out its checks phenomena similar to natural disasters not foreseen by design (such as earthquakes with a magnitude of exceptional storms, floods, tsunami wave, lightning) or related to the fission of the atom.

CONTECO Check S.r.l. evaluates the adequacy of the corrective action proposed by the designer with respect to the design occurred. At the request of the Customer CONTECO Check S.r.l. can perform additional verification of the design revised following aforementioned corrective action. Any further checks will be subject to a separate, additional, remuneration than contractually agreed.

The Inspection Body to complete its verification activities can be called to verify that the design materials audited have been countersigned by the design team.

The recipient of the technical documents CONTECO Check S.r.l. is solely the Customer designated in the contract, which will play them and use them only in integral form. Any use or reproduction of documents issued by CONTECO Check S.r.l. in partial form must be previously authorized in writing by the same.

#### Article 9. CUSTOMER OBLIGATIONS

The CUSTOMER for the success of the service of verification must:

- Provide CONTECO Check S.r.l. design documentation audited, both in paper and electronic formats, as well as records, documents and additional information deemed important for the performance of the service (see list of documents specified in chap. 4);
- Inform CONTECO Check S.r.l. early enough on the opening - or recovery - of the audit in relation to the availability of documentation and the timing of the design;
- SPA CONTECO Check S.r.l. put in a position to carry out the contradictory with Designers.





#### Article 10. USE OF THE BRAND CONTECO Check S.r.l. USE OF INFORMATION, AND KNOW HOW PROPERTY INTELLECTUAL

The technical information (being understood by this term any kind of information or technical documentation, accounting relating to this contract) that the CUSTOMER communicates or makes available to CONTECO Check S.r.l. and his assistants will be used only for the best performance of the Contract. Anyway CONTECO Check S.r.l. acknowledges that the technical and commercial information of which it becomes aware in the course of the contract are covered by trade secret. CONTECO Check S.r.l. therefore agrees not to disclose such information with third parties without the prior authorization of the CUSTOMER.

CONTECO Check S.r.l. agrees to sign and be signed by your support staff any obligations of confidentiality to which the Customer considers appropriate to adopt.

The use of the brand CONTECO Check S.r.l. by the CUSTOMER is only permitted with the prior and explicit written permission by CONTECO Check S.r.l. according to rules adopted with the requisite authority. Your use of the mark is limited to the works and / or services concerned by the checks carried out by the same CONTECO Check S.r.l. and which relate Reports and documents issued by CONTECO Check S.r.l.. The right to use the trademark of CONTECO Check S.r.l. can not be in any way transferred to third parties.

The CUSTOMER agrees not to hand over to third parties without the prior written permission Reports of CONTECO Check S.r.l. It is understood that following approval of CONTECO Check S.r.l. Relations can only be delivered in their official full version and never excerpts.

#### Article 11. COMMUNICATIONS

All communications between the parties in connection with the Agreement may be sent by fax, e-mail, postal mail except for communications referred to in articles 13 to be sent by registered mail.

Communications delivered in person or sent by fax will have immediate effect, provided that sent in the working day and, if not, the first business day following; communications sent by registered letter will take effect from the date of receipt.

#### Article 12. USE OF THE MARK OF ACCREDITATION ACCREDIA

The use of the accreditation mark ACCREDIA by CONTECO Check S.r.l. is done in accordance with the General Regulations ACCREDIA RG-09 available at ACCREDIA [www.accredia.it](http://www.accredia.it).





In particular, the compliance assessments (Inspection Reports) issued by CONTECO Check S.r.l. as part of under accreditation with the mark ACCREDIA.

The use of the mark ACCREDIA is foreclosed to the CUSTOMER.

#### Article 13. COMPLAINTS AND APPEALS

Any **complaints** about the service done by CONTECO Check S.r.l. must be received:

- Exclusively in writing no later than four months after the event that gave rise to the grievance or complaint;
- By fax or registered mail a / r directed to CONTECO Check S.r.l. - Via Sansovino, 4 - 20129 Milan – to the attention of Technical Director;
- Stating the reasons for the complaint and / or of the complaint and indicating the contact person in your organization to turn to and the fax number / address where to send communications.

CONTECO Check S.r.l. within 15 working days of receiving the complaint will notify the receipt of the same and the possible relevance or less than the role taken in the context of the related contract; then within the next 15 days will express in writing, by fax or registered mail a / r, its opinion on the matter.

Any **appeals** about the outcome of the inspections and for any other complaints about the method of operation of the activities envisaged in the contract (e.g. behavior of the inspectors, how to manage the practices, alleged unequal treatment, etc.) must be received:

- exclusively in writing no later than six months after the event that gave rise to the action;
- by fax or registered mail a/r directed to CONTECO Check S.r.l. - Via Sansovino, 4-20129 Milan – to the attention of Technical Director;
- stating the reasons for the complaint and / or of the complaint and indicating the contact person in your organization to turn to.

CONTECO Check S.r.l. within 15 working days of receiving the complaint will notify the receipt of the same and the possible relevance or less than the role taken in the context of the related contract; then within the next 30 working days express, exclusively in writing by fax or registered mail a/r, its opinion on the matter. Any costs and expenses for the activities of re-verification following the presentation of the appeal shall be borne by the applicant, except in cases of recognized merits of the action itself.



#### Article 14. TERMINATION

CONTECO Check S.r.l. has the right to terminate the contract for the provision of services under Article. 1456 Civil Code:

- In case of violation of the provisions contained in paragraph 10 about the use of the brand CONTECO Check S.r.l.;
- In case of non-payment of bills regularly issued, subject also to the preliminary possibility of suspension of the service;
- In the event that the CUSTOMER is subject to bankruptcy proceedings or to occur for the same as a clear state of insolvency;
- In the event that the repeated / persistent failure to meet the commitments referred to in paragraph 9 makes it impracticable the service according to the standards required by the rules.

#### Article 15. FORUM EXCLUSIVE

Unless otherwise provided by mandatory legislation in the area of public works, for any dispute relating to the execution and / or interpretation and / or application of the contract relating to the services entrusted to CONTECO Check S.r.l. or the payment of fees and expenses due to this' last, and disputes concerning the use of the trademark, name, or other distinguishing marks of CONTECO Check S.r.l., are the exclusive competence, with the exclusion of any other court, the Court of Milan.

#### Article 16. FINAL PROVISIONS

The contract has fiduciary and is not transferable. CONTECO Check S.r.l. is liable only to the CUSTOMER. Any change, integration, or change in the terms of the Contract shall be agreed between the parties in writing. It is understood that the Special Conditions of Contract will prevail over these Terms. Although not expressly provided, the relationship is governed by the provisions of the Civil Code and special laws.

#### Article 17. LANGUAGE

In the event of disagreement regarding the interpretation of the various language versions, it is acknowledged that the Italian version shall prevail over all others.

Milano 25.09.2017

