



# **HSE HEALTH, SAFETY AND ENVIRONMENT SPECIFICATIONS**

***ERG Group***

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## 1. INTRODUCTION

These HSE Health, Safety and Environment Specifications (hereafter referred to as the "HSE Specifications"), apply to all works to be carried out at the sites/plants managed by the ERG Group **in Italy** through all its subsidiaries, and represent an integral part of the existing contractual relationships with the same and in particular of each works agreement, services agreement, the "General Specification on Contract Works" and the "General Specifications on Contract Services".

These Specification have been issued at a preliminary stage and allows the Contractor to evaluate the consistency and clauses of the eventual Contract, as well as, specifically, the work risks for employees, that the Employer/Client specifies for the appropriate assessments of the Contractor and pursuant to the legal provisions (see Legislative Decree 81/08 and subsequent amendments, article 26 and Title IV).

These specifications set down the main measures to be adopted and abided by in the field of measures on health and accidents, occupational hygiene and environmental protection by the entities that sign and execute contracts for the performance of works and/or services.

Ultimately, this document complements and does not replace specific rules and operational provisions in force at the sites/plants managed by ERG and its subsidiaries, to which the contractors and all operating parties must comply.

## 2. SCOPE

These Specifications are applicable to the works and/or services with regard to which an ERG Group company is the Client/Client Employer. Going forward, unless otherwise specified, the term Client refers to both entities.

These Specifications form an integral part of contracts and orders that the Client stipulates with the Contractor for the execution of works and/or services of any type and nature, together with other contractual documents (technical annex, price lists, specifications, drawings, etc.).

The Specifications are sent by the Client to the Contractor during the tender stage to allow an evaluation of the consistency and of clauses of the Contract, as well as of the core hazards for employees (in compliance with the provisions of Legislative Decree 81/08 and subsequent amendments).

These outline the main measures that must be implemented and abided by, on health and accidents, occupational hygiene and environmental protection by the entities that sign and execute tender contracts for the performance of works and/or services.

The clauses contained in these Specifications will apply, unless otherwise expressly indicated in the contract.

This document, non-exhaustive as to the set of laws and corporate measures that the Contractors must comply with, must be communicated to the Subcontractors.

## 3. DEFINITIONS

The premises and annexes form an integral and substantial part of these HSE Health, Safety and Environment Specifications (hereafter HSE Specifications).

Unless otherwise stated in the HSE Specifications, the terms that begin with a capital letter have the meaning indicated below.

<b>CONTRACTOR</b>	The legal person to whom the tender works/ services contract were/was assigned by the Client. In these Specifications, this entity falls under the definition of a Contracting Company
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<b>TENDER CONTRACT (pursuant to Article 1655 of the Civil Code)</b>	The contract whereby a party assumes, with the organization of the necessary means and with management at its own risk, to fulfil works or services for a monetary consideration.
<b>ATI (Temporary association of Enterprises)</b>	A temporary and occasional grouping of companies to carry out an activity, limited to the period necessary for its completion. By establishing the temporary association, the associated enterprises, while remaining legally separate entities, are represented, through the collective mandate to represent them, by one of the associated Companies, which takes on the role of the Parent company and undertakes to manage the relationship between the group and the Client.
<b>TEMPORARY OR MOBILE CONSTRUCTION SITE (under art. 89 (1) lett. a) and Annex X Leg. D. 81/08)</b>	The premises where construction or civil engineering works are carried out.
<b>CONSTRUCTION MANAGER / ON SITE CONTACT PERSON</b>	The person possessing the necessary experience, professionally qualified, appointed to represent the Contractor during the absence of the Project Manager.
<b>Client</b>	Entity who entrusts the execution of services/works to a Contractor
<b>Client (pursuant to article 89 paragraph 1 letter b) of Legislative Decree 81/08)</b>	Entity on behalf of which all works carried out, regardless of any phasing during the execution. The definition applies within the scope of Title IV of Legislative Decree 81/08
<b>ASSOCIATION</b>	The contract whereby multiple entrepreneurs/enterprises establish a common organisation for the regulation or execution of certain activities
<b>HEALTH AND SAFETY OFFICER DURING THE DESIGN WORKS - "DESIGN COORDINATOR" (SO) (under art. 89 (1) lett. e) Legislative Decree 81/08)</b>	Party assigned, by the Client or the Works Supervisor, to execute the tasks pursuant to art. 91 of Legislative Decree 81/08 for works under Title IV of Legislative Decree 81/08 (or referred to above). This party is entrusted with the task of drawing up, during the design works and, in any case, before the request for bids, the Safety and Coordination Plan and the Technical File containing the information useful for the purposes of health and safety risks to which workers are exposed.

<p><b>HEALTH AND SAFETY OFFICER DURING THE EXECUTION OF WORKS - "COORDINATOR FOR THE EXECUTION OF WORKS" (HSO) (acc. to art. 89 (1) lett. f) Legislative Decree 81/08)</b></p>	<p>Party assigned, by the Client or the Works Supervisor, to execute the tasks pursuant to art. 92 of Legislative Decree 81/08 for works under Title IV of Legislative Decree 81/08.</p> <p>This cannot be the Employer of the contractors or one of its employees or the health and safety officer (HSO) appointed by the same. The incompatibilities referred to above do not perform if there is a connection between the Client and the Contractor.</p> <p>In particular, the HSO, organizes among the Employers of the business enterprises, including self-employed workers, the cooperation and coordination of activities, as well as their communication. In the cases provided for by Title IV, it also drafts the QSP. If the size of the site requires it, the HSO can employ collaborators to assist him in carrying out his duties.</p>
<p><b>CLIENT EMPLOYER</b></p>	<p>Subject identified within the scope of the organisation of the ERG Group companies, responsible for fulfilling the obligations under art. 26 of Legislative Decree 81/08.</p>
<p><b>PROJECT MANAGER</b></p>	<p>The person possessing the necessary technical-professional skills, appointed by the Client, based on the works to be performed within the scope of application of Presidential Decree 380/01 (CONSOLIDATING BUILDING ACT) and the professional title required by current regulations, for the execution of these works in order to guarantee the regular operations of the construction site</p>
<p><b>SECONDMENT</b></p>	<p>Staff secondment occurs when an Employer makes one or more workers available temporarily to another entity for the execution of specific works.</p>
<p><b>RISK ASSESSMENT DOCUMENT (RAD)</b></p>	<p>The risk valuation document prepared by the Employers of each Contracting Company that must take into account the Interference Risk Assessment Document (IRAD) of the Contracting Company and the emergency conditions communicated by the Contracting Company.</p>
<p><b>INTERFERENCE RISK ASSESSMENT DOCUMENT (IRAD) (pursuant to art. 26 (3) of Legislative Decree 81/08)</b></p>	<p>Document whereby the Client values the risks and indicates the measures taken to eliminate or, where this is not possible, to minimize the interference risk between the activities entrusted to contractors and self-employed individuals, and their possible subcontractors, and the activities carried out in the same place of work by the Client.</p> <p>This document also certifies that the economic operators were communicated information on the specific risks existing in the environment in which they are to operate and on the prevention and emergency measures adopted.</p> <p>This document has been enclosed to the contract and must be adapted according to the progression of the works, services and/or supplies</p>
<p><b>CONTRACT MANAGER</b></p>	<p>ERG organizational unit responsible for managing the contract with the companies responsible for carrying out works and/or services.</p>

	<p>The person in charge for the management and applications of the contract. This Organizational Unit (OU) is identified by the delegated organizational unit upon accreditation of the third-party company and the subsequent signing of the contract.</p>
<b>CONTRACTOR</b>	<p>Enterprise owner of the contract with the Client that, in execution of the activities covered by the contract, may use subcontractors or self-employed individuals.</p> <p>In the event that the Contractor is a Consortium between the enterprises that carry out the function of promoting the participation of the enterprises that are part of public or private contracts, even without personnel assigned to the execution of the works, the Contractor and the consortium member assignee of the activities covered by the contract identified by the consortium in the act of assignment of the works / services communicated to the Client or, in the case of multiple partners who are assignees of works, that indicated in the act of assignment of the works as contractor, provided that this identification was expressly accepted.</p>
<b>CONTRACTING COMPANY</b>	<p>All contractors and subcontractors, which operate on a site or on the premises of the production sites and/or offices managed by the Client. Therefore, it is the company that performs works and/or services or part thereof by committing its own human and material resources.</p> <p>Contractors are also the companies that, upon a purchasing order for equipment/systems, operate on whatever basis (assembly, supervision, commissioning, testing, assembly assistance) on a building site or on the production sites and/or offices managed by the Client.</p>
<b>SELF-EMPLOYED INDIVIDUALS</b>	<p>Natural person whose professional activity contributes to the execution of the activities under the contract without a restriction of subordination, fully autonomous from an organisation perspective.</p> <p>The use of the Independent Parties by the Contracting Companies must be authorised in advance by the Client in the same manner as for subcontracts.</p>
<b>WORKERS ON AGENCY STAFF LEASING CONTRACTS</b>	<p>An agency staff leasing contract, e.g. assignment employees, is a contract whereby the (user) company can request labour from authorized agencies (staff leasing) registered in a special Register held at the Ministry of Labour and Social Policy.</p> <p>Staff leasing involves three parties (agencies, workers, enterprise).</p> <p>The user company takes on the management and organization of job performance.</p>
<b>WORK PERMIT</b>	<p>Document whereby the Client authorises the execution of works providing indications on the</p>

	specific risks of the environment in which the work is carried out and any safety operations to be carried out before, during, and at the end of the work. It is drawn up and managed in accordance with the specific procedures and/or IRAD of the Client.
<b>EMERGENCY PLANS OF THE SITES</b>	Rules and emergency plans that are delivered to the Contracting Company so that the latter can become aware of it, follow the measures indicated, and draw the necessary information to draft its own Site Emergency Plan, to be brought to the attention of the personnel employed by the same for various reasons. The Internal Emergency Plans are specific to the sites where the Client operates.
<b>SAFETY AND COORDINATION PLAN (SCP) (acc. to art. 100 of Legislative Decree 81/08)</b>	Comprises a technical report and requirements related to the complexity of the works to be carried out and to any critical phases of the construction process. Provides indications on the "how" the construction site must be structured to execute safely the designed work. It represents an integral part of the contract
<b>OPERATIONAL SAFETY PLAN (OSP) (art. 89 (1) letter h) Legislative Decree 81/08)</b>	The document prepared by each Employer of the Contracting Companies operating on a temporary or mobile construction site. Basically, it represents the valuation of specific risks related to the activities that will be carried out on that specific site.
<b>ALTERNATIVE HEALTH AND SAFETY PLAN (AHSP)</b>	It pertains to the independent choices of the Contractor (Contracting Company) and related responsibilities in the organization of the site and in the execution of the works. It is to be considered as an alternative plan to the SCP when the latter is not provided.
<b>PROCUREMENT</b>	Organisational unit of the ERG Group that ensures the procurement of goods and services for all companies, guaranteeing the effectiveness, efficiency and timeliness of purchasing processes and optimizing the relationship between cost and total value of supplies.
<b>WORKS SUPERVISOR</b>	Within the context of Legislative Decree 81/08 and subsequent amendments Title IV, the Works Supervisor is the party possessing the necessary technical-professional skills, commissioned by the Client, to carry out the tasks assigned to the latter under Legislative Decree 81/08.
<b>HEAD OF THE CONTRACTING COMPANY</b>	Person appointed by the Contracting Company that acts in the name and on behalf of the same for all purposes
<b>AREA RISKS</b>	Risks, specific to the sites and premises where the Client operates, which remain active in the area during the execution of the works and that the Client itself communicates to the Contractor so that the latter takes them into consideration in the planning of their works/services, in the drafting of the health and safety measures and the Individual Protection Devices to use, providing the necessary information/training to the on-site personnel.

<b>SUBCONTRACTING</b>	<p>The contract whereby the Contractor entrusts a third party, in whole or in part, with the execution of the works and/or services contracted to it, subject to authorization by the Client.</p> <p>The Contracting Company can subcontract part of the works or services to another Company or Independent Party, upon specific written authorisation from the Client under the contract.</p>
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#### **4. ERG GROUP POLICY ON THE ENVIRONMENT, HEALTH, SAFETY, QUALITY, AND INTEGRATED MANAGEMENT SYSTEM.**

Health, safety of people and environmental protection, representing the salient values of ERG's business culture, constitute an important and indispensable commitment to business development and management of relationships with stakeholders.

Sustainable development and efficiency, respect for people and the environment are the foundations underlying the ERG Group's way of doing business.

These translate into the ability to reconcile their activities with the requirements of environmental protection, and health and safety, maintaining relationships of trust with the various stakeholders. Moral integrity, personal honesty, fairness and transparency in relationships must be at the base of the conduct of all those working within the Group.

ERG believes that the complete and positive integration of its activities in the territories and a responsible conduct towards the stakeholders stand for primary conditions in achieving its development objectives.

In addition, ERG believes that it is essential for all the Group's stakeholders to define the values, commitments, objectives and organisational structure in the area of sustainability that must be applied together with the laws and regulations in force in all countries in to which the ERG operates, with the rules on conduct defined in the Code of Ethics, with the Organisation and Management Models pursuant to Legislative Decree 231/01, with the Anti-Corruption Guidelines, and with the other policies and regulations adopted by the Group.

The ERG Group, in accordance with the corporate guidelines and with the adopted Sustainability Policy, intends to:

- define the Group's guidelines on sustainability and promote the adoption of consistent practices in the field of corporate social responsibility;
- approve, monitor and evaluate sustainability objectives and priority areas of intervention in CSR (Corporate Social Responsibility);
- approve the time frames and methods of communication of the Sustainability Report (SR) and of the CSR initiatives;
- monitor the respect of the principles recognized by the Universal Declaration of Human Rights, by the declarations of the International Labour Organization, by the principles of the United Nations Global Compact;
- adopt and apply certified processes and procedures, supported also by the implementation of Safety Management Systems certified according to recognized standards, aimed at minimizing risks and removing the causes that may jeopardize the safety and health of its personnel and third parties operating at the Group's plants and/or offices;

- comply fully with the legal obligations regarding the involvement of employees, or their representatives, in the reorganization processes of the company, ensuring the equality of its people, understood as the will to ensure equal opportunities without any discrimination due to political opinions, nationality, age, sex, sexual orientation and/or any personal characteristic of humans;
- recognize people's freedom to join and/or associate themselves with trade unions or workers' organizations;
- define activities and policies aimed at favouring the reconciliation between private life and work;
- enhance the contribution of its own people to the achievement of company objectives, using appropriate assessment systems and supporting training initiatives for professional development;
- favour the development of renewable sources and the use of low-carbon fuels;
- minimize the environmental impact of its activities, reducing energy consumption, emissions into the atmosphere and waste production also through the improvement of the quality and efficiency of the plants;
- consider the protection of biodiversity, natural habitats and ecosystems as an important component of sustainable development in the realization of its projects;
- promote the conscious and responsible use of all the natural resources available to the Group;
- adopt the Environmental Management Systems certified according to recognized standards, with a view to improve its performance and mitigate risks continuously;
- request that business partners adopt conduct and practices in line with the principles of the ERG Group, defined in the Code of Ethics, the Organisation and Management Models pursuant to Legislative Decree 231/01, of the Anti-Corruption Guidelines, of this document;
- consider organisational and ethical criteria and standards in the selection, qualification and business process of the Group's business partners;
- assess the specific economic, environmental and social impacts generated by its activities at local level;
- participate in the growth and enhancement of the territories in which it carries out its activities;
- establish, in compliance with the principles defined by the Code of Ethics, a constructive and transparent collaboration with the stakeholders, providing information on the actions undertaken and the results achieved with respect to the economic-financial objectives and socio-environmental responsibility;
- publish the Sustainability Report every year, drawn up in compliance with recognized standards, in order to communicate in a clear, truthful and accurate manner the actions undertaken and the results achieved;
- not tolerate any kind of corruption, considering it a risk for a sustainable development economy, for good governance and fair practices;

- undertake to raise awareness and train all people, as well as to develop appropriate procedures, in particular with regard to relationships with the community, institutions, institutions, suppliers and customers.

The ERG Group, in line with the corporate guidelines and the Sustainability Policy requires that its Contractors:

- a) carry out the works under the Contract in full compliance with all current regulations on safety, occupational hygiene, environmental protection, the Code of Ethics, Legislative Decree 231/01;
- b) follow, during the activities carried out at an ERG Group office or plant, policies, procedures, instructions, etc., applicable to the works or services object of the Contract;
- c) provide evidence of the information and training of its own personnel and their subcontractors concerning the Management Systems operating in the ERG (Environment and Safety) field;
- d) provide (to the Client's Representative) all useful information for the development of procedures and additional operational instructions necessary for the management of the quality, health, safety and environmental aspects related to their activities.

## **5. REQUIREMENTS**

### **5.1 DOCUMENTATION TO BE PRESENTED BEFORE SIGNING THE PROCUREMENT/SERVICE AGREEMENT**

In order to allow the Client, the due professional technical verification pursuant to Legislative Decree 81/2008, the Contractors are required to transmit the following documentation to Procurement before signing the Tender/Service contract:

1. registration with the Chamber of Commerce and Industry (bearing a recent date and in any case not earlier than 6 months);
2. self-certification of the contractor and/or independent party who possess the professional technical competence requirements, pursuant to art. 47 of the Consolidated Law on administrative documentation, as per Presidential Decree 445/00 (including the declaration of not being subject to suspension or disqualification pursuant to Article 14 of Legislative Decree 81/2008); (ANNEX 1A AND 1B);
3. valid DURC (Single insurance contribution payment certificate);
4. commitment to stipulate and send to the Contract Manager, prior to the commencement of works, the RCT insurance policies as provided for in the General Terms and Conditions of Works/Services;
5. a copy of any Deeds of incorporation of the Temporary Associations/Groups of Companies and/or Consortia;
6. acceptance of:
  - a. Safety and Coordination Plan (in the case of Legislative Decree 81/08 - Title IV);
  - b. Single Document on Interference Risks Assessment (within the context of Legislative Decree 81/08 - Article 26);
7. acceptance of the estimate of safety costs prepared by the Client;
8. acceptance of the HSE Health, Safety and Environment Specifications;
9. acceptance of all applicable laws and regulations, as well as special provisions in force at the sites.

It is noted that the obligation to draft the DUVRI on the part of the Client does not exist in the following cases:

1. Supply of services of an intellectual nature;
2. Mere supplies of materials or equipment;
3. Contracted works or services not exceeding 5 man-days, provided these do not involve risks deriving from high-level fire risk or from carrying out activities in confined spaces, or from the presence of carcinogens, mutagens or biological agents, of asbestos or explosive atmospheres, or the presence of particular risks referred to in XI Leg. D. 81/08 (List of works involving particular risks for the safety and health of workers).

## **5.2 DOCUMENTATION TO BE SUBMITTED BEFORE THE COMMENCEMENT OF WORKS OR THE SUPPLY OF SERVICES (TITLE I AND IV LEG. D. 81/08)**

### **5.2.1 ENTERPRISES**

#### **DOCUMENTATION RELATING TO THE ENTERPRISE AND THE PERSONNEL EMPLOYED (verification entrusted to the General Services Unit)**

The enterprise must provide to the Client with sufficient notice before the start of the works and/or services, the following documentation to the requesting department:

1. Employer declaration concerning employees (**ANNEX 2**);
2. valid D.U.R.C;
3. RCT insurance policy (as provided for by the General Terms and Conditions on Works and Services) and pertinent validation receipt;
4. self-certification by the Employer regarding direct reporting of the ERG Group and/or the relationships of its staff with ERG Group employees (**ANNEX 3**);
5. training/continuing education certificates for specific assignments relating to the management of emergencies (firefighting, first aid);
6. only for sites with a Major Accident Risk, it is specified that the Contractor must declare the availability of its workers to participate in the quarterly information session on site risks, organized by ERG.

#### **DOCUMENTATION RELATED TO THE EQUIPMENT AND VEHICLES USED (verification entrusted to the General Services Unit)**

##### **of the Contractor's Property**

1. Letter request for authorization in which, specifying the no. of the reference contract, the model and the number of the transport means for which access is requested, previously signed by the ERG Group Contract Manager, are listed;
2. Copy of the registration certificate;
3. Insurance policy and relative validation receipt;

4. Copy of the last periodic verification by the competent institution of the equipment referred to in Annex. VII of Legislative Decree 81/08 (if applicable).
5. List of equipment that will be used on site, enclosing a declaration of compliance with current legislation and concerning the perfect state of preservation / maintenance; documentation demonstrating compliance with regulatory requirements and correct maintenance (**ANNEX 6**);

### **Rental or leasing**

1. Letter request for authorization in which, specifying the no. of the reference contract, the model and the number of the transport means for which access is requested, previously signed by the ERG Group Contract Manager, are listed;
2. Copy of the rental or leasing contract;
3. Insurance policy and relative validation receipt;
4. Copy of the last periodic verification by the competent institution of the equipment referred to in Annex. VII of Legislative Decree 81/08 (if applicable);

### **OTHER TECHNICAL/ORGANISATIONAL DOCUMENTATION (verified by the Contract Manager)**

1. Organisation of the company, with reference to the construction site, for the following positions:
  - a. Employer;
  - b. Manager of the Contracting Company and its possible replacements;
  - c. Construction Manager;
  - d. On-site Officer for Health, Safety and the Environment of the company;
  - e. Team Supervisor(s);
  - f. Health and Safety Officer (HSO);
  - g. employees assigned to first aid, emergency management, and firefighting team;
  - h. Workers' health and safety representative (WHSR)
  - i. site physician
2. Statement attesting receipt from the Client detailed information on the specific risks existing in the environment in which these are intended to operate and on the preventive and emergency measures adopted in relation to its activities;
3. copy, where applicable, of the following documents relating to temporary works - fixed and movable metal scaffolding, must be provided to the contract manager and the works coordination technician:
  - a. structural calculation report for scaffolding with a height of 20 m or more for those exceeding the layout;
  - b. copy of the documents relating to the Assembly, Use and Dismantling Plans for Scaffolding (A.U.D.P);
  - c. a copy of the following documents relating to fixed and mobile metal scaffolding must always be available on site: ministerial authorisation/registration;
4. request for authorization for subcontracting (**ANNEX 4**) (see also the information at section 6.1);
5. request for use of equipment owned by the Client (**ANNEX 5**);
6. list of substances classified as dangerous and the relevant valid safety data sheets (e.g.: toxic, corrosive, harmful, irritant, inflammable);

7. For works under Title I (Article 26 of Legislative Decree 81/08), in order to allow the Client Employer the appropriate supervision of the works, the Contractors are required to transmit to the Contract Manager, before the start of the works, a Specific Risk Assessment Document (RAD) for the contracted activities, which takes into account the content of the Interference Risk Assessment Document. An Operational Safety Plan (OSP) may also be accepted as long as it contains all the elements of a Risk Assessment and it is signed by the Employer.

In cases of subcontracting, the Contractor must communicate the documentation requested to all its potential subcontractors.

## **5.2.2 SELF-EMPLOYED INDIVIDUALS (Title I and Title IV Legislative Decree 81/08)**

### **ALWAYS (Checks by General Services Unit)**

1. identification document (identity card, passport or equivalent document), valid for the entire duration of the works;
2. identification number of insurance status (national institute of social insurance - national institute for insurance against industrial accidents, or equivalent);
3. registration with the Chamber of Commerce, Industry and Crafts;
4. Single Insurance Contribution Payment Certificate (if single-member enterprise);
5. RCT insurance policy (as provided for by the General Terms and Conditions on Works and Services) and pertinent validation receipt;
6. self-certification attesting to have never been directly employed by the ERG Group;
7. certificates on training/ continuing education and the related health suitability where expressly provided for by Legislative Decree 81/08;

### **IF PROVIDED BY THE TYPE OF WORK (Checked by Contract Manager)**

1. Statement attesting receipt from the Client detailed information on the specific risks existing in the environment in which these are intended to operate and on the preventive and emergency measures adopted in relation to its activities;
2. List of PPE;
3. list of substances classified as dangerous and the relevant valid safety data sheets (e.g.: toxic, corrosive, harmful, irritant, inflammable);
4. request for use of equipment owned by the Client (**ANNEX 5**);
5. list of equipment, machines, site vehicles (**ANNEX 6**)

## **5.3 DOCUMENTATION TO BE SUBMITTED IN ACCORDANCE WITH THE SPECIFIC FIELD OF THE ACTIVITIES OBJECT OF THE TENDER CONTRACT**

### **5.3.1 WORKS REFERRED TO IN TITLE IV - LEGISLATIVE DECREE 81/08**

Contracts involving construction or civil engineering works for the execution of works referred to in Annex X of Title IV of Legislative Decree 81/08 and subsequent amendments are considered tender contracts pertinent to temporary or mobile construction sites.

A fundamental feature of the temporary or mobile construction site is that it is established for the purpose of accomplishing temporary (of a limited duration in time) or mobile (not fixed in a specific place) works.

### **5.3.1.1 PRESENCE OF MULTIPLE COMPANIES, NOT NECESSARILY AT THE SAME TIME**

In this case, the Client will appoint a Works Manager, who is required to request from the contractors, and potential subcontractors, a series of documents pursuant to art. 90 (9) of Legislative Decree 81/08, as listed in Annex XVII of the Legislative Decree itself.

Furthermore, the Coordinator for the execution of works will request the following documents from the contractors:

1. Operational safety plan;
2. Statement according to **Annex 8**.

The contractors/self-employed individuals are required to transmit the documentation referred to above, in addition to that referred to at point 5.2.

### **5.3.1.2 PRESENCE OF A SINGLE COMPANY**

In this case, the Client does not appoint a Works Manager art. 90 (9) of Legislative Decree 81/08 applies, however the contract manager requests from the documentation already listed at point 5.2 from the Contracting Company.

Furthermore, on construction sites whose presumed size is more than 200 men-day or particular risks exist acc. to Annex XI of Legislative Decree 81/08, for the verification of technical-professional suitability, in relation to the functions or works to be entrusted, using the methods set out in Annex XVII, the following documentation must be produced:

1. declaration on the average annual workforce, listed by qualification, accompanied by the details of the statements made by the employees to INPS, INAIL and special construction workers' funds.

## **6. REQUIREMENTS FOR PARTICULAR CASES**

### **6.1 SUBCONTRACTING**

Subcontracting is subject to authorisation rules outlined in a specific company procedure. Some clarifications are provided below.

The Contractor who intends to subcontract part of the activities must send the request to Subcontract to the Client, according to the procedures established by the Client.

The Client, after checking the documentation sent, can authorize the Subcontract by communicating such in writing to the Contractor.

Each subcontract must provide for the subcontractor to assume all the general and safety obligations set forth in this document to be met by the Contractor.

In the event that the Contractor does not grant its consent to Subcontract, the Contractor must nevertheless be able to fulfil all the works object of the contract.

#### **6.1.1 CONSENT TO SUBCONTRACT IN TITLE I (Article 26) and TITLE IV OF LEGISLATIVE DECREE 81/08**

The Contractor is prohibited from assigning or subcontracting all or part of the work envisaged in the contract without prior formal consent from the Client.

This consent must also be requested in the case of Subcontracting of any type of workforce or service, it being understood that operated equipment rental is also a Subcontract and must be treated as such.

The subcontract request must be made in writing according to the format prepared and provided by the Client (**ANNEX 4**).

The Authorization of the Client, which must be granted in writing, does not entail any change in the contractual obligations of the Contractor.

The Contractor shall remain in respect of the Client the sole responsible party for the execution of the services Subcontracted releasing the holding the Client harmless from any claims by subcontractors or from claims for damages made by third parties as a consequence of performance, works, and contracted services.

The Contractor is directly responsible to the Client for the work of the subcontractors or their personnel and must, in any case, absolve the Client from any request or claim thereof.

Before the start of the work, the Contractor must transmit the Interference Risk Assessment Document to any subcontractors and to self-employed individuals, and before the commencement of the respective works, each Contracting Company draws up its Safety Plan related to the activities covered by the Tender Contract and transmits it to the Contractor that evaluates its consistency with respect to its own (***In the case of Title I - art. 26***).

Before the commencement of the work, the Contractor must transmit the SCP to any subcontractors and to self-employed individuals, and before the commencement of the respective works, each Contracting Company draws up its Operational Safety Plan (OSP) related to the activities covered by the Tender Contract and transmits it to the Contractor that evaluates its consistency with respect to its own and transmits it to the HSO (***In the case of Title IV***).

The Contractor, through the Manager of the Company, the Construction Manager, and the Officer for Health, Safety and the Environment of the Contracting Company, must:

1. coordinate the activities of subcontractors, communicating adequate information on the instructions given by the Client and/or established in the coordination meetings;
2. guarantee the presence of the subcontractor's managers in the coordination meetings, if requested by the Coordinator;
3. verify that the personnel of the subcontractors:
  - are aware of the steps to be taken in case of emergency;
  - are informed of/trained on the activity to be performed and on the security measures to be adopted;
  - use individual protection devices correctly;
  - use the equipment and vehicles correctly;
  - build, use and safely maintain scaffolding, work surface areas and access platforms;
  - maintain the workplace and the area inside and outside the building site clean and tidy.

Also with respect to subcontractors, the Client must receive all the documentation attesting the conformity of the Company (or of the Independent Party) with the health and safety requirements established by law and acknowledged by the Client through the professional verification procedure on technical suitability. The Contractor will be responsible for the delivery of the same documentation, by its subcontractors, within the time frames and in the manner requested by the Client.

## **6.2 WORKS IN CONFINED SPACES OR ENVIRONMENTS SUSPECTED OF POLLUTION (Articles 66, 121, and Annex IV par. 3 LEGISLATIVE DECREE 81/08 - PRESIDENTIAL DECREE 177/2011)**

For the definition of confined spaces or environments suspected of pollution, reference is made to the Interministerial Decree of 30 November 2012, which establishes the guidelines for the assessment of the risks of the Employer pursuant to art. 29 of Legislative Decree 81/08. The places indicated therein are black wells, sewers, chimneys, pits, tunnels, excavations, boilers and similar, basins, pipes, tubs, tanks, vessels, silos.

Further specifications contained in the IRAD or in the Work Permit of the various Operating Units may be provided.

In the case of works in confined spaces or environments suspected of pollution, companies and self-employed individuals must send the statement concerning the possession of the requisites under Presidential Decree 177/2011 (**ANNEX 7**).

As provided by the same Presidential Decree, in the case of subcontracts expressly authorized by the Client and certified pursuant to Title VIII, Chapter I of Presidential Decree 276/03, this statement (**ANNEX 7**) must also be sent by companies or self-employed individuals to whom the work is subcontracted.

## **6.3 UNDERWATER WORKS**

In the case of underwater activities each Company must present in a timely and in any case before the commencement of works:

1. a copy of the sub-specific patent for the activity to be carried out (high waters or shallow waters) (relative to each operator employed);
2. assessment of suitability expressed by the site physician (relative to each operator employed);
3. declaration by the Employer on compliance with the saturation limits permitted by law for each operator;
4. copy of the certificate of suitability of the hyperbaric implant;
5. declaration of conformity of the Remotely Operated Underwater Vehicle (ROUV);
6. certificates of qualification of ROUV pilots.

## **6.4 EMPLOYMENT OF WORKERS ON AGENCY STAFF LEASING CONTRACT**

In case of use of workers on agency staff leasing contract, it is necessary that the Contractor/User, send to the Client (in a timely manner before the commencement of works), the following documentation:

1. declaration by the Contractor's Employer, containing:
  - a. the references of the staff leasing contract stipulated with the Employment Agency (details of the authorization pursuant to Articles 5 et seq. Legislative Decree 276/2003, name of the Employment Agency, etc.);
  - b. the list of workers who will be employed;
  - c. the certification of the risk assessment and the ensuing prevention, protection and emergency measures in relation to the activities that the workers assigned are called to perform;
  - d. confirmation of the training and information of workers on the aforesaid risks and on the related prevention, protection and emergency measures;

e. commitment to inform the Client of the fact that the Agency has been informed of any accidents, so that the latter can comply with the required administrative obligations.

2. copy of the attestation of suitability to the specific task that will be carried out, issued by the site physician;

3. a copy of the mandatory UniSomm communication (Form through which the employment agencies fulfil the obligation of communication, to the Employment Centers, relating to all types of administration reports for each worker).

## **6.5 EMPLOYMENT OF WORKERS ON SECONDMENT**

In case of use of workers on secondment, it is necessary that the Contractor/User, send to the Client (in a timely manner before the commencement of works), the following documentation:

1. declaration by the Contractor's Employer, that:

a. contains indications regarding the home enterprise (company name, Chamber of Commerce, VAT number, etc);

b. specifies the names of workers on secondment and the activity that each will carry out within the scope of the contract;

c. certifies the assessment of the risks for the specific activity that the workers on secondment will perform and the definition of the related prevention, protection and emergency measures;

d. confirms the training and information of workers on secondment about the organizational structure within which they will be called to operate, the tasks they will have to perform, the risks they will encounter in carrying out these activities, the health, safety, and emergency measures to be adopted, including protection devices to be used, pursuant to articles 36 and 37 of Legislative Decree 81/08 and subsequent amendments;

e. contains the commitment of the Employer (home enterprise) to implement fully the current laws on the prevention of accidents at work and occupational hygiene for workers on secondment;

f. contains the commitment to assign workers on secondment to the work task under the secondment contract;

g. specifies the start date and duration of the secondment.

2. copy of the agreement document containing the conditions, terms and obligations of the concerned parties;

3. declaration of the home enterprise that:

a. attests the suitability to the specific task issued by the site physician;

b. contains a commitment to continue to carry out the planned health check of the workers on secondment.

4. a copy of the letter whereby the secondment of the workers in question was communicated to INAIL.

## **6.6 NON-EU PERSONNEL**

The Contractor undertakes to make recourse only to personnel with a valid residence permit in compliance with the applicable regulations in force and in full compliance with the applicable law.

In case of use of non-EU personnel, in addition to the provisions of this articles and of the contract, it is necessary that the Contractor/User, send to the Client (in a timely manner before the commencement of works), the following documentation:

1. list of workers, of their personal data, positions. INPS and INAIL, LAV form;
2. copy of the identity documents valid for the expatriation and, where provided, of the relative entry visas, of the stay/work permits;
3. certificates of job suitability;
4. declaration of having fulfilled all the insurance and social security obligations established by the enforceable law and contracts in the country of origin (e.g. presentation Form: E101 / E106 for EU countries) and/or those required by Italian legislation for non-EU countries.

The company is expressly requested to ensure proper means of communication with such workers, or alternatively, a representative of the company who is able to communicate both with the ERG designated appointee and the foreign workers, shall always be present during the works; this duty applies all the more importantly for emergency issues/aspect.

## **6.7 PROFESSIONAL SERVICES OF AN INTELLECTUAL NATURE**

Professional services of an intellectual nature are assignments entrusted to third parties (individuals or not) in all the different possible forms of legal entity through which they operate (by means of non-exhaustive example: joint-stock companies or persons, associated professionals, consultants, etc.) featuring the following main features:

- suppose a decisive contribution to the expected result in terms of intellectual and discretionary content on the part of the third party in charge, expressed mainly with a view to supporting decision-making on strategic projects and issues;
- are characterized, in the expected output, by a substantial and prevailing obligation of result, of a specialized or managerial type, normally expected in the short/medium term.

In such cases, the documentation to be produced and presented, in a timely manner before the commencement of the service providing for access and presence, for significant and continuous periods, at the premises/Production Units where the Client operates is as follows:

1. identification document (identity card, passport or equivalent document), valid for the entire duration of the works;
2. number of INPS - INAIL insurance positions. The professional carrying out intellectual work under its VAT number is not required to take out insurance with INAIL;
3. documentation certifying suitable insurance coverage for civil liability and accident insurance;
4. copy of the contract or letter of appointment stipulated with the Company, in the case of use of such services by contractors.

In cases of access and presence only occasional and intermittent, at the offices / production units where the Client (visitor) operates, there will be sufficient a document of identification (identity card, passport or equivalent document), valid for the entire duration of the service.

In the event that the intellectual work envisages activities with specific risks under Legislative Decree 81/08, this will be considered as provided for in the preceding paragraphs.

## **6.8 USE OF IONIZING RADIATION SOURCES**

Any use of ionizing radiation sources, at sites/premises managed by the Client, is allowed only in cases of real need, upon express authorisation of the Client (by issuing a specific work permit) and in the areas identified for this purpose by the Client's representative.

The Contracting Company must present the following documentation to the applicant or its delegate, in a timely manner before the commencement of works:

- copy of the ministerial authorisations and/or provision authorisation for the use of radioactive sources and/or equipment;
- copy of the communications of possession and use of radioactive sources, sent to the competent territorial Authorities;
- documentation attesting the transport of the radioactive sources by an appropriate and authorized carrier;
- particulars of the qualified expert
- and of the manager of the Contracting Company, who will directly follow the operations;
- particulars of the site physician;
- particulars of the operating personnel, indicating their classification for the purpose of radiological risk (category A or B);
- declaration of suitability to the task of the operators, issued by the site physician issued not earlier than six months or one year, depending on whether the workers are exposed to category A or B;
- report of the qualified expert containing the indications and the recommendations that the radiological operators will have to scrupulously observe for the physical protection of the people present at the construction site, and of the population (example: indications on the recommendations, safety devices, perimeter fences, and safety distances to be respected);
- layout indicating the areas for carrying out the radiographic work, the restriction areas, the point of discontinuity of the source, any area intended for storage and anything else agreed with the representative of the Client.

The Contracting Company must conduct the activities that envisage the use of these sources in compliance with the regulations in force and with the provisions of the Contracting Company in order to guarantee the health protection of workers who are not professionally exposed, the population and the environment.

At the building sites and premises of the Client, in general, temporary deposits of any kind of radioactive sources are forbidden.

## **7. WORKS SUPERVISION**

The Client controls the execution of the works/services through the personnel belonging to the various organisational Units involved.

The aforementioned staff follows the works execution ensuring compliance with the contractual provisions and programs agreed with the Contractor, taking into account the general requirements of the Client, making changes or modifications for the best execution of the works.

During the works, the personnel will check through surveys and inspections, that the corporate provisions on Health, Safety and Environment are observed, checking compliance with the law and company regulations and their exemplary execution, contesting any non-compliance identified.

Finally, all the personnel mentioned, for the performance of the aforementioned tasks, will have the right to access at any time and circumstance the yard, garage and warehouse of the Contractor, to carry out all the checks deemed to be necessary in its opinion.

## **8. DOCUMENTATION TO STORE ON SITE**

The Contractor, where the assignee of areas of work by the Client in which it establishes its own site, must always have the following documentation available:

- certificate of registration with the Chamber of Commerce;
- any statutory proxies regarding workplace safety, complete with the particulars of the delegate (Article 16 paragraph 1, Legislative Decree 81/08 and subsequent amendments);
- names of the workers' health and safety representatives with the relative certificates of the courses completed (articles 47 and 37 (10) Legislative Decree 81/08 et seq.), names of the workers assigned to fire prevention and firefighting, evacuation of the workplace in case of serious and immediate danger, rescue and first aid - "management of emergencies" (Article 43 paragraph 1, letter b), Legislative Decree 81/08 and subsequent amendments);
- certificates and/or documentation relating to training activities for workers assigned to fire prevention and firefighting, evacuation of workplaces in the event of serious and immediate danger, rescue and first aid (emergency management) (Article 37 (9) Legislative Decree 81/08 and subsequent amendments)
- certificates and/or documentation related to training, information and instruction provided for by Article 18 (1), lett. l), of Legislative Decree 81/08 and subsequent amendments, in particular:
  - a. information (Article 36, Legislative Decree 81/08 and subsequent amendments);
  - b. training (Article 37 of Legislative Decree 81/08 and subsequent amendments);
  - c. continuing education (Article 37 (4) (5), Legislative Decree 81/08 and subsequent amendments);
  - d. training on the use of equipment used by workers (Article 71 (7) letter a) and art. 37, Legislative Decree 81/08 and subsequent amendments in connection with art. 73 (4));
  - e. training and instruction on the use of PPE (Article 77 (4) letter h), Legislative Decree 81/08 and subsequent amendments);
  - f. training and instruction of workers and the person in charge of assembling and dismantling or modification of the scaffolding (Article 136 (6), Legislative Decree 81/08 and subsequent amendments);
- Operational Safety Plan (OSP), where required, (Article 96 (1), letter g), Legislative Decree 81/08 and subsequent amendments);
- Risk Assessment Document (RAD), where applicable, (Article 26 of Legislative Decree 81/08 and subsequent amendments);
- IRAD of the Client duly signed for acceptance (Article 26, Legislative Decree 81/0 and subsequent amendments);
- Ministerial authorization for the use of the scaffolding and a copy of the technical report of the manufacturer (Article 134 (1) of Legislative Decree 81/08 and subsequent amendments);
- scaffolding project signed by a qualified engineer or architect (Article 133, Legislative Decree 81/08 and subsequent amendments);
- assembly, use and disassembly plan of the scaffolding (A.U.D.P), complete with the executive design and the other requirements set out in Annex XXII and art. 136 (1) Legislative Decree 81/08 and subsequent amendments);
- instruction booklet of the wheeled bridge supplied by the manufacturer (Article 71 (4) letter a) point 2), Legislative Decree 81/08 and subsequent amendments);
- booklet of "instructions for use" and "control register" complete with any updates to the machinery on site (Article 71 (4), letter a) point 2), Legislative Decree 81/08 and subsequent amendments);
- booklets of lifting machinery with a capacity exceeding 200 Kg. complete with the periodic verification reports carried out by the competent body (Article 71 (11) Legislative Decree 81/08 and subsequent amendments in connection to Annex VII);

- request to the body responsible for the approval of lifting machinery operated before 21/09/96 or statement to ISPESL/INAIL of the first installation if operated after 21/09/96;
- booklets of pressure vessels with a capacity exceeding 25 litres (or 50 litres and 12 bar max.) complete with any periodic checks (Article 71 (11) Legislative Decree 81/08 and subsequent amendments in connection to the annex VII);
- declaration of conformity of the electrical system to the best working standards, complete with the report containing the checks required by current legislation, including those of the functionality of the plant and the type of materials used (Article 7 (1) Ministerial Decree 37/08).

## **9. PRINCIPALS AT TEMPORARY OR MOBILE SITES**

Principals that must fulfil the obligations established by Chapter I of Title IV of Legislative Decree 81/08 are:

- a. the Client;
- b. the Works Supervisor;
- c. the Designer;
- d. the Design Coordinator (DC);
- e. the Project Manager
- f. the Coordinator for the Execution of Works (CEW);
- g. the Contractor;
- h. the Contracting Companies/ self-employed individuals.

For each of these parties, the legislation identifies specific obligations with reference to the organization of the site and its safety operation aimed at the completion of the project.

### **9.1 THE CLIENT**

The Client is liable for all the site's safety obligations, except for those that fall within the duties expressly assigned to the Works Supervisor.

The Client, in organizing the site, must:

- apply general safety measures (pursuant to Article 15 of Legislative Decree 81/08) starting from the planning stage, in particular
- at the moment of architectural, technical and organisational choices, in order to plan the various jobs or work phases that will take place simultaneously or subsequently;
- when estimating the duration of completion of these various jobs or work phases.

This is the obligation that in general gives the Employer the task of identifying and assessing all the risks for its activity and adopting all the health and safety measures necessary to eliminate at the source or, where it is not possible, reduce the risks;

1. appoint the Designer and, at the same time, the Design Coordinator (DC) at construction sites multiple companies are present, even if not necessarily at the same time;
2. take into consideration the Safety and Coordination Plan, drawn up by the Design Coordinator, where required, or at the execution stage;
3. take into consideration the technical file of the works, prepared by the Design Coordinator;
4. appoint the Coordinator for the Execution of Works (CEW), prior to entrusting the work to construction sites where multiple companies are present even if not necessarily at the same time, even if multiple companies are present at the same time at a later time entrusting the work to a single enterprise;
5. identify the Contractor or the enterprises/self-employed individuals responsible for carrying out the activities covered by the contract;
6. verify the technical-professional suitability of the companies/self-employed individuals (contractor or executors);

7. communicate the name of the Design Coordinator (DC) and of the Coordinator for the Execution of the work (CEW) to the Contracting Companies and make it public on the notice board at the construction site;
8. at any time replace the DC and CEW coordinators, if necessary, with other parties, or even personally, if these meet the necessary requirements;
9. forward the following documentation to the competent administration prior to the commencement of the works subject to building permits or DIA:
  - a. Copy of the preliminary notification (pursuant to Article 99 and Annex XII LEG. D. 81/08);
  - b. Single insurance contribution payment certificate (SICPC);
  - c. Statement of verification for each Contracting Company of the documentation relating to technical-professional suitability; declaration of the annual average workforce (DAAW), INPS and INAIL statements, declaration of the National Collective Bargaining Agreement applied;
10. update the preliminary notification if the company, which initially envisaged only one Contracting Company, operates several companies even if not simultaneously, also due to variations in progress;
11. verify that the CSE fulfils the obligations of:
  - a. cooperation and coordination in relation to compliance with the safety provisions contained in the safety and coordination plan by the contracting companies;
  - b. verification of suitability of the operational safety plans with respect to the safety and coordination plan;
  - c. updating, if necessary, of the safety and coordination plan with subsequent adaptation of the operational safety plans;
  - d. update of the technical file;
  - e. coordination between the safety representatives of the contracting companies.
12. suspension of activity in case of serious and immediate danger;
13. receiving from the CEW the report of non-compliance with the safety obligations and provide to suspend the activity or to call upon the contractors to fulfil the obligations.

The appointment of the DC and the CEW does not exonerate the Client from the obligation to supervise the fulfilment of the relative and respective obligations.

## **9.2 THE PROJECT SUPERVISOR**

The party who, possibly appointed, assumes the obligations of the Client, transferred to the former upon the assignment. Can be a person different both from the Designer and from the Project Manager. If this meets the necessary requirements, he can act as DC and CEW.

## **9.3 THE DESIGNER**

The person appointed by the Client to design the works.

## **9.4 THE SAFETY OFFICER AT PLANNING STAGE (SOP)**

The party appointed by the Client or, if appointed, by Works Supervisor, to design the "work site" in safe conditions starting with the planning phase of the works for which the site will be set up.

The appointment is mandatory if the conditions of the art. 90 (3) Leg. D. 81/08 apply, and must be contextual to the assignment of the Designer, when the project provides the presence, even if not necessarily at the same time, of multiple contractors.

The Safety Officer is a professional figure who must meet specific requirements both in terms of qualifications and specific training courses, and must fulfil three fundamental obligations:

1. draw up the safety and coordination plan (SCP), which contains the identification of risks to the health and safety of workers who will operate during the various phases of the project;
2. draw up the technical file adapting it to the characteristics of the works with all the health and safety measures to be adopted in its execution;
3. coordinate the application of the provisions relating to the general safety measures.

The provision pursuant to art. 90 (3) (appointment of the SOP) does not apply to private works not subject to building permits based on current legislation and in any case for amounts not exceeding EUR 100,000. In this case, the functions of the design coordinator are carried out by the coordinator for the execution of works (Article 90 (11) of Legislative Decree 81/08).

## **9.5 THE PROJECT MANAGER**

The person appointed by the Client, in charge of the construction phase of the works; may be different from Works Supervisor.

## **9.6 THE SAFETY OFFICE AT EXECUTION STAGE (SOE)**

The party appointed by the Client or, if appointed, by Works Supervisor, to set up the "work site" in safe conditions, as designed and according to the SCP at planning stage of the works for which the site is set up.

The appointment is mandatory if the conditions of art. 90 (4) (5) of Legislative Decree 81/08 occur, and must provide for the assignment of work, when multiple companies are expected to be present even if not necessarily at the same time. He must be nominated even if multiple companies are present subsequent to the assignment of the works to a single company and in this case, the SOE must draw up the SCP and the work file.

The CEW may not be the same as:

1. the employer of the contractors;
2. the employee of the contractors;
3. the Head and Safety Officer (HSO) of the Contracting Companies.

The CEW must meet specific requirements both in terms of qualifications and specific training courses.

It must fulfil fundamental obligations to ensure the safe execution of construction activities such as:

1. verification of the application of the safety provisions contained in the SCP, in cases where this is provided;
2. verification of the suitability and adequacy of the OSP with respect to the safety provisions contained in the SCP, where provided, and in the technical file of the work prepared by the DC, providing for adjustments and updates during the implementation of the works by the OSP and the SCP;
3. coordination of the implementation of the health and safety measures adopted, based on the planning of the various work phases, identified by the Client (or by the Works Supervisor) during the design phase;
4. organization and coordination of mutual information of employers of companies and self-employed individuals working at the building site;
5. coordination of the WHSR through the verification of the implementation of the agreements between the partners;
6. reporting to the Client or, alternatively, to the Works Supervisor, after the forwarding to the companies and the self-employed individuals of a written complaint on the matter, on the non-compliance with the safety provisions provided with the adoption of the general health measures and in the SCP, with the possibility of proposing the suspension of work and the removal or termination of the contract with the companies or self-employed individuals that fail to comply;

7. communication to the Local Health Authority and to the Provincial Labour Directorate of the non-fulfilment of the Client or the Works Supervisor regarding the report on non-compliance by the companies or the self-employed individuals;
8. suspension of construction site activities or individual works in case of serious and immediate danger until the verification of the adjustments made by the companies involved;
9. drafting of the SCP and of the technical file of the works (the latter except for ordinary maintenance work) in the event that the presence of several companies occurs after the phase of assignment of works to a single company.

## **9.7 THE CONTRACTOR**

The Employer, the managers and the persons in charge of the Contractor have all the obligations set forth in Title IV for the safety of their workers and those of the Contracting Companies operating at the construction site. These duties include the general obligations to protect the health and safety of workers in Title I of Legislative Decree 81/08.

The Contractor, which takes the same of the Client of internal tenders when it signs contracts with subcontractors and self-employed individuals subcontracted within the context of the temporary or mobile construction site, must:

1. verify the safety conditions of the works entrusted to the subcontractors and self-employed individuals subcontracted;
2. verify the application of the provisions and recommendations of the SCP by subcontractors and self-employed individuals subcontracted;
3. pay to any subcontractors the costs of safety, without any discount, if the preparations, installations and other activities planned and accounted for in the SCP are prepared and implemented by said subcontractors;
4. comply for all the matters envisaged by the Client Employer under art. 26 of Legislative Decree 81/08;
5. coordinate actions to apply general protection measures to employers, managers and managers of subcontractors;
6. verify the congruency of the OSP of the Contracting Companies with respect to their OSP;
7. transmit OSPs to the CEW after verification;
8. communicate to the Client (or to Works Supervisor) the name of the person or parties of the company appointed, on the basis of the single tasks, to fulfil the obligations of the same Contractors.

To fulfil the specific obligations of the Contractor, it has been established that the Employer, the managers and the supervisors must be adequately trained.

## **9.8 CONTRACTING COMPANY/SELF-EMPLOYED INDIVIDUALS**

May coincide with the Contractor, and in this case bears the responsibilities thereof, or it may be an enterprise that works for the Contractor as a subcontractor.

In addition to the Employers of the Contracting Companies, other general obligations provided for the safety of their workers, there are expressly mandated certain obligations, specific to the "workplace":

1. prepare the OSP (not necessary for the mere supply of materials or equipment on site);
2. maintain the site tidy and in conditions of healthiness;
3. choose the location of the jobs taking into account the conditions of access, prior identification of movement and transfer routes;
4. take care of the conditions for handling materials;
5. check the conditions and the maintenance of the systems and work equipment, both for commissioning and periodically;
6. delimit and set up safe storage areas for materials and hazardous substances;
7. adjust the effective duration of the works according to the evolution of the building site;
8. cooperate and coordinate with other employers and self-employed individuals;
9. manage the interactions with the activities that take place inside or near the building site;
10. prohibit the administration to its workers of alcoholic beverages and spirits

The CONTRACTING COMPANY AND CONTRACTOR must also:

1. adopt the measures prescribed in Annex XIII of Legislative Decree 81/08 on "Safety and health requirements for site logistics" (site preparation methods for sanitation, rest rooms, catering, doors, air-conditioning, lighting, danger zones, etc.);
2. arrange the access and the fencing of the building site in clearly visible and identifiable ways;
3. manage the arrangement or stacking of materials or equipment in such a way as to prevent collapse or overturning;
4. manage workers' protection against atmospheric influences (protection against heat and cold);
5. manage the removal of hazardous materials with the coordination of the Client or the Works Supervisor, if necessary;
6. manage correct storage and removal of debris;
7. prepare and keep constantly updated its own Emergency Plan (in cases where it has established a stable site at the Client's premises). This document must take into account the type of activity carried out and the areas in which it operates. The Plan must have implemented all the information contained in the Emergency Plans of the sites in which it operates.

A copy of the Emergency Plan must be sent to the Client before the commencement of works.

The Emergency Plan must contain emergency measures to be implemented in case of first aid, firefighting, evacuation of workers and serious and immediate danger. It must be drawn up in compliance with current legislation and must take into account any recommendations of Local First Aid Entities.

## **10. OTHER PARTIES**

### **10.1 MANAGER OF THE CONTRACTING COMPANY**

Furthermore, it will be the obligation of the Contracting Company to appoint a Business Manager who will act in the name and on behalf of the same for all purposes. Therefore, all communications and the decisions of the Client addressed to the same are intended also as communicated to the Contracting Company.

The Manager of the Contracting Company will also receive, from the Client, any communication or verbal or written provision.

Also, the subcontractors, as executing Companies, must identify a Manager of the Contracting Company, regardless of the duration and the amount of the work of the activities covered by the contract entrusted to them.

The Contracting Company must ensure that the Manager of the Contracting Company has the appropriate powers and abilities as well as full knowledge of all the rules and clauses governing the current Contract.

If needed, the Contracting Company may appoint any substitutes of the Head of the Contracting Company, which must be communicated in advance to the Client.

### **10.2 CONSTRUCTION SITE MANAGER**

The Contracting Company must appoint an expert and professionally qualified person as Construction Manager that will be personally responsible for the organization and management of the building site and in general for the perfect execution of the works, without prejudice to the more general responsibility of the Contracting Company.

The Construction Site Manager will be responsible for observing, under the sole responsibility of the Company and of the Contracting Company, all the accident prevention regulations established by the law, as well as the internal workplace safety regulations defined by these HSE

Specifications, and in general all the measures and precautions in any case to guarantee the safety of its personnel, of the personnel of any subcontractors and of any third party and to avoid damages of any kind, both to persons and things and to comply with the laws and company regulations on health and safety, and environmental protection.

The Construction Site Manager will also receive, from the Client, any communication or verbal or written provision concerning the building site and the workers employed.

The Construction Site Manager must be present on site even in case of subcontracting and cannot be replaced by a Construction Site Manager of the subcontractor, except in exceptional cases authorized by the Client.

Moreover, the subcontractors, as Contracting Company, must identify a Construction Site Manager, regardless of the duration and the amount of the work of the activities covered by the contract entrusted to them.

The Construction Site Managers must be approved by the Client and their names must be notified in writing to Procurement, to the Maintenance Supervisor of the organizational unit, to the Supervisor of the Safety & Environment organisational unit and to the supervisor of the works before the commencement of works.

During the work, the Client is entitled, upon notification by the supervisors and the Safety & Environment organisational unit, to request and obtain immediate replacement.

The Contracting Company shall ensure that the appointed Construction Site Manager is fully of all the rules and clauses governing the existing contract.

In case of need, the Contracting Company can appoint alternative Construction Site Managers who must be communicated in advance to the Client.

### **10.3 OFFICER FOR HEALTH, SAFETY AND THE ENVIRONMENT CONTRACTING COMPANY**

The contracting companies will appoint an officer for health, safety and the environment for the building site and/or for the works entrusted to it and maintain a valid safety and environmental organization active at their care and expense.

The names will be communicated of the Client before the commencement of the works in writing, specifying the number of its members and indicating their professional capacity to adequately fulfil the tasks assigned to them.

However, this fact will not absolve the Contracting Company and its employees of responsibilities.

The Officer for Health, Safety and the Environment of the Contracting Company must support the Construction Site Manager who has the obligation to ensure that the work is carried out in conditions of maximum safety. The Construction Site Manager and the Officer for Health, Safety and the Environment will have to coordinate, among other things, in a careful and rigorous manner with the Site Managers and the employees of the other companies present.

The Client reserves the right to request the replacement of the Officer for Health, Safety and the Environment.

Furthermore, depending on the type and complexity of the site, the Client may also request subcontractors to appoint their own site Officer for Health, Safety and the Environment.

## **11. CONTRACT OPERATING MANAGEMENT PROCEDURES**

## **11.1 ACCESS OF THE CONTRACTOR'S STAFF**

The personnel employed by the Contractor to carry out the activities subject of the contract must be constantly, in terms of number, quality and professionalism, adequate to the commitment required by the activities to be carried out and must be adequately trained and informed by the Contractor about the risks involved in carrying out their duties, as well as about the health and safety measures adopted.

The access of the Contractor's workers to the areas owned by the Client for the performance of the activities referred to in the contract must be authorized in advance in accordance with the procedures laid down in the procedures and regulations of the various sites.

The Contractor must provide and take care of all the necessary steps so that in the execution of the works and / or services all the necessary measures are taken to protect and guarantee the safety and the life of their personnel, of the people normally employed in the work and / or services and third parties and to avoid damage to public and private assets, remaining solely responsible for damage and inconvenience.

### **11.1.1 ACCESS AUTHORIZATION**

The Contractor undertakes to communicate (to the Client Employer (or Delegate) in the case of Article 26, to the Works Manager/ CEW in case of Title IV of Legislative Decree 81/08) before the commencement of works, the names of its personnel and that of any subcontractors that it intends to employ for the completion of the works under the contract. Only such personnel will be allowed to access to the work areas, subject to delivery and verification of documentation attesting the employment, training and safety equipment related to the names communicated and prior authorization to access according to the procedures provided by the Client based on the provisions of points 5.1 and 5.2.

The Contractor is required to communicate in advance and promptly any changes to the list of personnel authorized to enter the workplace.

The Contractor provides his staff with identification badges that respect the current legislation in their contents. The staff must always wear the identification badges and be in possession of an identification document. The Contractor is required to demand and verify that its personnel or that of its subcontractors always wear the identification badge.

The communications referred to in this paragraph must be sent to the Client's representative who will manage the communications according to the scope of application of Article 26 or of Title IV of Legislative Decree no. 81/08.

### **11.1.2 CONDUCT EXPECTED ON THE PART OF WORKERS OF THE CONTRACTED COMPANIES**

Each contractor worker will meet the following requirements in the performance of his activity:

- will wear the required PPE;
- will perform the work in full compliance with the procedures adopted by the Client within the framework of the Integrated Health, Safety and Environment Management System;
- will report the near misses observed during the activity;
- will report any accident or injury observed during the activity;
- will participate in the safety meetings of his team;
- will facilitate the carrying out of the safety and environmental audits performed by the Client's staff or the party appointed by the Client;
- will participate in periodical training and information sessions.

### **11.1.3 CONDUCT EXPECTED ON THE PART OF THE CONTRACTORS AND CONTRACTING COMPANIES**

The Enterprise Manager, the Construction Site Manager and the Officer for Health, Safety and the Environment of the Contractors and Contracting Companies, in addition to the foregoing for

the operators, will also implement, in the performance of their activities, the following requirements:

- will inform their workers about the risks associated with the work to be carried out and the necessary PPE to be used;
- will inform their workers about the procedures adopted by the Client within its own Integrated Health, Safety and Environment Management System;
- will promptly inform their workers about the topics discussed during the information/training sessions received from the Client (including the information under the Ministerial Decree of 16 March 1998);
- of this information / training it must give objective evidence (at the request of the Client) through appropriate registrations and distribution of teaching materials;
- will collect data on near misses reported by their operators and deliver them to the works supervisor of the Client;
- will participate, if necessary, together with the works supervisor of the Client, to analyse accidents that occurred during the course of the activity;
- will conduct periodic safety meetings with their team of operators (on the basis of topics agreed with the supervisors of the Client);
- will ensure that all workers participate in the safety information/training scheduled;
- will prepare, for the works supervisor, periodic reports on the safety activities carried out, and will discuss facts/critical points;
- will proactively follow the security problems encountered through the definition of an action plan and the implementation of the same within the scheduled time frame.

The Contracting Companies will be periodically evaluated, with respect to compliance with this conduct, according to the ERG Group procedures.

At the building sites/premises or offices managed by the Client, the personnel of the Contracting Companies and the Self-Employed Individuals must maintain a correct conduct by abstaining, absolutely, from any behaviour or act that could damage other workers, items, the environment, or hinder the regular performance of work activities.

Workers must not leave their workplace or the area assigned to them by their managers, without a justified reason.

Smoking outside the authorized areas is prohibited.

Eating at the workplace is prohibited.

Consumption of alcoholic beverages during work and during the lunch break is prohibited.

Using drugs while working and during lunch break is prohibited.

Accessing the building site/premises/offices in an abnormal mental state due to the use of alcohol or drugs is prohibited. In this case the staff will be immediately removed.

#### **11.1.4 STAFF DISMISSAL**

The Client reserves the right to demand the removal of the Contractor's personnel or of any subcontractors who are in breach of their safety duties or who fail to comply with rules, procedures and regulations.

The Client is entitled to promptly remove from the site the persons who expose themselves or others to serious risks, who do not comply with the safety prescriptions outlined, who do not use the recommended PPE, who cause serious damage to materials and resources and to the environment; without prejudice to any claims or recourse actions in relation to the damages suffered against the person who assessed the damage and the company in whose interest the services were performed (contractor).

## **12. VEHICLES AND EQUIPMENT ACCESS**

### **12.1 RULES FOR USE**

The Contractor must prepare a list of the equipment, machinery, site vehicles, which it intends to use during the works, all properly certified and regularly submitted to the checks provided for by the legislation, and deliver this list to the Client before the commencement of the works.

The access of these machines, vehicles and equipment to the premises/site is subject to the approval of the Client.

All machines, vehicles and equipment that will be used by the Contractor or its subcontractors must be provided with a plate indicating the name of the owner.

The Contractor must ensure that all its machinery, equipment and vehicles, and those of the subcontractors, present in the workplace are used by trained personnel and maintained in perfect working order throughout the duration of the activities.

Machinery, equipment and site vehicles, which the Contractor intends to use in the execution of the works referred to in the contract, must comply with the applicable statutory provisions and be in the necessary conditions of efficiency for safety purposes.

Access to the work place of vehicles, machinery and/or equipment is allowed only if in compliance with the legal obligations provided and only if in good condition of preservation and maintenance. The equipment/machinery must be accompanied by the relevant certificates of conformity and, if subject to inspection visits by the competent authorities (suspendable and suspended bridges, overhead ladders, lifting equipment, pressure equipment, etc.), must be accompanied by documents attesting to inspections carried out in accordance with the scheduled deadlines.

The Contractor must always be able to prove, at its expense, these conditions of efficiency and compliance with the provisions of the law.

### **12.2 TRANSFER OF MACHINERY/EQUIPMENT**

Any transfer by the Client of the use of its own machinery, plants, tools, tools and temporary works, to the Contractor or its employees, will only take place in written and traced form (**Annex 5**).

Upon taking delivery of the machines, equipment or anything else sold, the Contractor must verify its perfect state, in contradiction with the Client who transfers the good and make the possible safety, assuming, from that moment, any responsibility related to use.

The Client transfers the machinery/equipment only through a formal act signed with the Contractor, subject to verification of compliance with the safety regulations and the good state of preservation of the machinery/equipment itself.

The Supervisor of the Contractor must:

- send to the Client the list of personnel who will use the machinery/equipment;
- inform and train the personnel on the correct use of the machinery/equipment, providing evidence thereof to the Client;
- ensure that the machinery/equipment is used correctly;
- report any malfunctions or accidents;
- return the machinery/equipment to the Client in the same initial conditions.

## **13. USE OF SCAFFOLDING**

The installation of the scaffolding must take place in accordance with the provisions of Title IV, Chapter II "Rules for the prevention of accidents at work in construction and overground construction works" and, in the case of fixed scaffolding, of Chapter II Section V, articles 131 et seq. Leg. D. 81/08 and subsequent modifications.

The assembly must be carried out by personnel in possession of specific training certificates, coordinated and led by a qualified team leader.

Scaffolding must be carried out with multi-directional metal elements with the following requirements:

- designed with systems that allow the dismantling of one of the parts without affecting the stability of the complex and with a maximum inter-floor height of 1.80 m;
- specific project for scaffolding above 20 m outside standard, signed by a qualified engineer.

The Contractor will ensure to prepare a procedure to formalize the delivery of the scaffolding between the Contracting Company and the user companies.

Any use of the scaffolding by the Client's personnel or companies besides the Contractor will be managed after formal delivery and acceptance of the scaffolding as provided for in the procedures in force.

The Contracting Company that intends to resort to another company (subcontracting) in the construction of the scaffolding, will have to ask from such company for statement on the correct execution of the scaffolding/work surface areas.

During assembly and disassembly, access to the scaffolding must be allowed only to authorised personnel.

Modifications, adjustments and/or extensions must be requested from the Assembly Manager.

No one is authorized to remove work surface areas or boards from constructed scaffolding and to make modifications of any kind, except for the party who set it up.

All scaffolding must have, clearly visible, a sign indicating the user/owner company.

The scaffolding that can be used, finished and ready for use, must have affixed, in full view, the sign "Usable Scaffolding".

Scaffolding under construction must have affixed, in full view, a sign indicating "Scaffolding not Usable" throughout the assembly period.

#### **14. COOPERATION AND COORDINATION AT EXECUTION STAGE**

The promotion of cooperation and coordination of the Contracting Companies and of the Self-Employed Individuals during the execution of the works on the ERG Group's sites/premises and offices is carried out through:

- drafting of the required coordination documents;
- work site start-up/commencement of activities meetings (preliminary and periodic);
- authorisation of the works that must take place through a document duly traced and completed at the beginning of the works;
- supervision during the execution of works for the purposes of accident prevention, health protection and environmental protection.

Apart from the regulatory application regime, the various organisational units of the Client collaborate in the supervisory activities.

#### **15. PREPARATION OF AREAS AND SERVICES ASSIGNED FOR USE TO THE CONTRACTING COMPANIES**

In the event the Contracting Company must use areas and/or services of the Client, also for the purpose of setting up the building site, it must make a specific request indicating:

- the type and size of the area required;
- the necessary services and utilities (e.g. for electrical systems: type of system, voltage, number of phases, power, protection devices, etc.);

- the systems, machinery and the equipment that will be installed, the quantity, the type and the modalities of storage of the materials and of the chemical products;
- the preparations and fire prevention and first aid equipment;
- the methods of fencing off or delimitation of the area.

Once the Authorization has been obtained from the Client, the Contracting Company must prepare the necessary systems, facilities and equipment:

- for adequate warehousing of work equipment;
- to prevent the risk of soil and subsoil pollution from any substance or product;
- for emergency management and first aid management;
- to prepare a detailed plan indicating the equipment and installations that will be set up, the points of storage of the materials, the fire prevention preparations made, the fencing or delimitation of the area;
- prepare the necessary hygienic services for its employees and subcontractors, using the existing sewage system (in the case of the absence of the sewage system, independent portable toilets must be set up);
- prepare the declaration of conformity, pursuant to Ministerial Decree 37/2008, of the electrical system, of the protection system against atmospheric discharges, of the ground installation and of the water system, enclosing plans, diagrams and actual statements to the competent bodies where used.

Taking charge of areas and services will be formalized through the drafting and signing of an appropriate document (loan for use or report of delivery of the areas), whereby the person in charge of the Contracting Company undertakes to:

- use the area guaranteeing the initial state of preservation, in particular storing and handling in the appropriate manner the chemical products and waste products of its processes;
- use the services in an appropriate manner and in compliance with the rules and limits established on delivery, ensuring that the systems installed downstream of the delivery point are designed and maintained in compliance with the law;
- report any malfunctioning of services and/or accidents occurred in the area (e.g.: accidental spills of products, fires, etc.);
- return the areas and services to the Client's representative in the same initial conditions.

## **16. SPECIAL REQUIREMENTS IN "CONFINED SPACES OR ENVIRONMENTS SUSPECTED OF POLLUTION"**

It is forbidden the access of workers in sewers, chimneys, pits, tunnels, canals and tunnels and in general in environments and containers, pipelines, boilers and similar, where gas or harmful substances might be released, without it being previously established that there is no danger to the life and physical integrity of the workers themselves, or without prior rehabilitation of the atmosphere by ventilation or other suitable means.

Any work activity in suspected pollution or confined environments can be carried out only by qualified Enterprises or self-employed individuals in possession of the requisites envisaged by Presidential Decree 177/2011 (**Annex 7**).

In relation to work in confined spaces or environments suspected of pollution, the use of subcontractors is not allowed, unless expressly authorized by the Client Employer, and certified pursuant to Title VIII, Chapter I, of Legislative Decree 276 of 10 September 2003, and subsequent amendments and additions (also with regard to companies or self-employed individuals to whom the work is subcontracted).

Before access to the places where the work activities are to take place all the workers employed by the Contractor, and the self-employed individuals, if employed in the same activities, will be informed by the Client on the characteristics of the places in which they are called to work, on all risks existing in the environments, including those deriving from the previous uses of the environments, and on the prevention and emergency measures adopted in relation to the activity to be performed.

During all phases of the work there will be adopted and implemented a work procedure aimed at eliminating or, where impossible, minimizing the risks inherent in activities in confined environments, including the possible rescue and coordination phase with the emergency system of the National Health Service and the Fire Brigade.

## **17. EMERGENCY MANAGEMENT**

The state of emergency occurs whenever any anomalies exist in and/or outside the work area pertaining to the Client, that may constitute a source of danger to people, to property or the surrounding environment.

For the areas of the Client an emergency plan is available which also includes an evacuation plan.

The Contractor's construction site emergency plan, if drafted, must be coordinated with that of the site or premises of the Client.

The Contractor undertakes to prepare the organization and the means necessary to deal with the emergencies relating to its activity, providing, if required, evidence to the Client by communicating the emergency procedure prepared.

The Contractor undertakes to indicate the names of the emergency workers, trained in fire fighting and first aid, available in the field for the duration of the Contract, communicating to the Client a copy of the certificates of completed training in force and appointment of the employees.

It is the obligation of the Contractor and of the contracting companies in general to inform and train all working personnel on the rules and conduct in case of emergency (indicated in the IRAD or SCP and in the Business Safety Plan prepared for the specific Tender Contract).

## **18. DRIVABILITY**

The obligation to comply with the speed limits specified in the IRAD or in the SCP applies.

If it is necessary to interrupt the normal traffic/access it is mandatory to be authorized by the Client.

The company must enclose and correctly signal obstacles or fences so that these are visible even during the night.

## **19. ENVIRONMENTAL PROTECTION**

The Contractor shall carry out all the activities covered by the contract on environmental impact, including waste management activities, such as for example safety measures, collection of materials, temporary storage, characterization of waste, transport and disposal in full respect of the law in force in the field of environmental health and safety, and in particular of Legislative Decree 152/06 and subsequent amendments as well as the HSE Guidelines of the ERG Group.

During the execution phase of the works, the Contractor must always avoid that any substance (liquid, solid or gaseous) or waste water, accidentally contaminate the surrounding environment. To avoid such situations all appropriate precautions must be taken.

For all activities to be carried out with potential environmental impact or in the HSE field, the Contractor will inform the Client, for information and approval, without any release of its responsibilities or any replacement in the management of the obligation, of all the operating procedures adopted, which must comply with the current regulations on health and safety of the environment and comply with the HSE Guidelines of the ERG Group.

### **19.1 EXTERNAL NOISE**

The Contracting Company must carry out its activity abstaining from producing loud noises towards the internal and external environment. From the tender phase, the Executive Company

must notify the Client of the noisiness of the machinery and equipment that it intends to use in order to agree on operating procedures capable of minimizing the internal/external acoustic impact in compliance with current legislation.

## **19.2 SOIL CONTAMINATION**

The Contracting Companies must give priority to the use of substances and preparations the least dangerous and operate in such a way as to limit as far as possible their deposit at the Client's premises.

The use of substances and formulations belonging to the Client is forbidden without prior written authorization from the latter.

The handling, use and storage of the substances must be carried out in compliance with the laws in force.

Containers used for the transport of dangerous substances must be equipped with:

- suitable locks to prevent leakage;
- accessories and/or devices that render filling and emptying operations safe and easy;
- handles, rings or handles that make their use safe and easy;
- protective covers adapted to the nature of the content.

The containers, both full and empty, must be stored in special areas, kept separate from each other, not reused for the containment of different substances, and labelled according to law.

It is forbidden to place barrels, cans, or other containers of chemical products directly on the ground, and properly sized containment tanks or other suitable devices must be used.

If the risk of leakage of products exists in executing the works, the Contractor must take measures to prevent pollution and/or uncontrolled spills in the area.

Any spillage must be immediately communicated to the Client in order to prepare interventions aimed at reducing contamination.

## **19.3 WASTE MANAGEMENT**

The responsibility for the management of waste materials and/or residue resulting from the works carried out in fulfilling the contract shall be decided case by case in defining the contract/service; in this phase the "waste producer" shall be identified which may be either the Client or the Contractor depending on the specific circumstances surrounding the execution of the works and with the object of ensuring the best possible framework for the rules in force. In the event that the Contractor bears sole legal responsibility as waste producer, the latter shall undertake to identify the right classification (CER code) to be attributed to the waste, to define the collection methods, to identify the temporary storage areas for each type of waste, to define the transport, recovery and/or disposal methods to steer the waste and to carry out any other additional obligation foreseen in relation to the position of waste producer according to the provisions set forth by the environmental legislation in force (e.g. Legislative Decree 152/2006 and subsequent amendments) and the HSE Guidelines of the ERG Group.

The waste management activities must be carried out directly by the Contractor, if in possession of the legal requirements (Italian Register of Environmental Operators), otherwise, the same will have to employ qualified parties in possession of the necessary legal requirements. In this case, it will be the responsibility of the Contractor to indicate these parties and to certify the verification of the existence of the requirements thereof, providing written evidence to the Client.

The main activities to be performed by the Contractor for proper waste management are summarized below.

During waste management, the Contract will favour re-use, recycling and recovery activities to disposal activities.

If solid or liquid waste is generated in the execution of the works, the Contractor must take measures to prevent pollution and/or uncontrolled spills in the area.

The discharge of liquid waste on the surface or in the sewer system, where present, is prohibited. Any accidental spills must be promptly communicated to the competent authorities and appropriate safety and restoration interventions must be organised promptly. The Client must be kept informed of these events.

The main activities that must be performed by the Contractor for the correct waste management in compliance with the provisions of the environmental legislation in force (Legislative Decree 152/2006 and subsequent amendments) are summarized below.

#### **19.4 WASTE CHARACTERISATION AND CLASSIFICATION**

The Contractor undertakes to perform the sampling, as required by the UNI 10802/2013 standard, the analytical characterization of the waste at a qualified laboratory and classify it under the correct CER code pursuant to Annex D of Legislative Decree 152/06 and subsequent amendments, and any danger characteristics according to the provisions of Annex I of the aforementioned decree.

#### **19.5 WASTE COLLECTION**

The contractor will be responsible for the collection of waste generated in the execution of the activities under the contract. The Client may make available, upon request by the Contractor, an area to be used to temporary store waste, that must be managed by the Contractor, in compliance with the provisions of art. 183 of Legislative Decree 152/06 and subsequent amendments.

The Contractor will place the waste produced in special packaging that must be affixed a UN marking and in line with the ADR regulations (if required) or in roll-out containers in the case of non-hazardous bulk waste, which can be transported in this manner. By way of non-exhaustive example, wooden platforms, barrels for solid and/or liquid waste, big bags, roll-off tarpaulins or closed (sealed) can be used.

It will be the Contractor's responsibility to supply the containers necessary for waste collection. It will always be the Contractor's responsibility to divide the waste into suitable lots both in terms of quality and quantity for the subsequent classification.

The Contractor will also have to determine the frequency and the sampling method of the waste produced, as well as the choice of the tests, according to the enforceable regulations.

The Contractor must comply with the timelines and procedures established by Legislative Decree 152/2006 and subsequent amendments on the temporary storage of waste.

#### **19.6 WASTE TRANSPORT**

The Contractor must mark and label in compliance with the ADR rules, and consequently affix the orange panels on the transport units (the supply of labels and panels is to be borne by the Contractor), if the transport is to be carried out under the ADR rules.

The Contractor will identify and procure the means and equipment to be used for handling the waste inside the work site, provided these are approved and suitable for transporting the specific type of waste (compliance with regulatory, health, safety, and environmental restrictions) and regularly verified and authorized according to current legislation.

Furthermore, the Contractor must provide the Client with all the documentation necessary to certify the verification of suitability of the vehicles for waste transport (e.g. insurance, authorisation, etc.).

As regards transporting waste outside the work site/production site, the Contractor or any third party in charge must possess the necessary legal authorizations (Italian Register of Environmental Operators) and, preferably, must possess the certificate of a Quality Management System issued in compliance with the UNI EN ISO 9001 standard.

The Contractor will complete, in the manner established by the current regulations, store, and maintain available for the Client all the documentation required by the environmental legislation in force to guarantee and verify the correct traceability of waste (Waste Transportation Form, Loading and discharging log and/or Sistri Form, consolidated environmental declaration form, etc.).

### **19.7 WASTE DISPOSAL**

Waste disposal must be completed by the Contractor within the terms established by the environmental legislation in force and in any case not later than the completion of the works/services.

The Contractor must provide the Client with a list of destination, disposal plants (Annex B to Part IV of Legislative Decree 152/06 and subsequent modifications - e.g. landfills, treatment plants, or waste-to-energy plants) and/or recovery plants (Annex C to Part IV of Legislative Decree 152/06 and subsequent modifications - e.g. recycling/recovery of substances and materials or regeneration) where all waste produced will be sent.

The Contractor must first verify the technical suitability of the systems used, providing written evidence to the Client.

The plants must be duly authorized in accordance with current legislation; as a preliminary matter, the Client will evaluate the proposed plants and reserve the right to exclude those deemed unsuitable.

The quantity of waste disposed in each intervention will be estimated by the Contractor and verified at destination by the waste reception plant, which will have to enter the exact quantity of waste accepted in the fourth copy of the form.

### **19.8 AUTONOMY OF THE CONTRACTOR**

In general, all the activities that form the object of the contract must be carried out by the Contractor with its own organization of means and persons, without any subordination restriction towards the Client.

Equally, in the management of the waste produced during the activities under the contract, the Contractor will have full freedom and organization of the activities in terms of resources employed, choice of authorized transporters, choice of destined plants provided that in compliance with environmental regulations in force and of the provisions received before the commencement of the works/services.

### **19.9 SUPERVISION OF THE CONTRACTING PARTY**

The Client will reserve its right to carry out all appropriate checks on compliance with the rules on environmental health and safety by the Contractor who will be required to cooperate with any request, inspection or document submittal relating to the management of waste produced, which should be received during the execution of the activities covered by the contract.

### **19.10 WASTE MANAGEMENT SUBCONTRACTING**

**It is forbidden to subcontract or otherwise transfer and/or entrust, on whatever basis, to third parties, the waste management activity produced in execution of the contract** in as much as this activity, in compliance with the provisions of Legislative Decree 152/2006 and subsequent amendments, is the sole responsibility of the producer/holder of the waste.

The use of authorized intermediaries is permitted, upon notification to the Client and after authorization of the latter.

### **19.11 NON-PERFORMANCE**

If during the execution of the activities covered by the contract, the Client notifies to the Contractor violations and/or non-conformities of any kind, with particular reference to those concerning the health and safety of the environment, including waste management, the Contractor must take immediate and appropriate corrective measures, communicating such promptly in writing to the Client.

In any case, the Client will have the right to:

- terminate the contract in the event of serious breach, at its discretion

or

- request the adoption of different and/or additional measures that the Contractor will be required to apply, within the time frame established by the Client, under penalty of termination of the contract.

In the case of particular environmental violations that, at the discretion of the Client, will be of such severity as to jeopardize the possibility of continuation of the contract, the contract can be immediately terminated pursuant to art. 1456 of the Civil Code.

Serious breaches mean:

- breaches of contractual obligations which at the same time constitute a breach of specific legal provisions (by means of non-exhaustive example, breaches that may impose interdictory ancillary administrative sanctions and precautionary measures concerning the real rights of the Client);
- breaches of contractual obligations that most likely expose the Client to the risk of claims by third parties.

### **19.12 DOCUMENTATION REQUIREMENTS**

The Contractor will be required to specify to the Client the presumed CER Codes of the waste that will be produced during the execution of the activities. These CER codes must then be confirmed through analytical reports of which the Contractor must provide written evidence, upon the specific request of the Client.

The Contractor also undertakes to transmit the names of the authorized transporters and of the plants to be used for waste disposal produced in the activities covered by the contract, including a copy of the valid authorization certificates enclosing, among other information, the authorised CER codes.

The Contractor must send a copy of all the four copies of the waste transport forms and the SISTRI Form if required by the type of waste managed.

Furthermore, the Contractor must provide the Client with all the documentation necessary to verify the suitability of the vehicles for waste transport (e.g. insurance, authorisation, etc.).

### **20. ACCIDENTS AND NEAR MISSES**

In the event of an accident or non-incident occurring to its personnel, that of its subcontractors or third parties during or as a result of the execution of the activities, the Contractor, without prejudice to its autonomy and responsibility, as well as giving immediate provided for by the regulations governing the matter, must promptly inform the Client, indicating the causes and circumstances that caused it.

The Client reserves the right to verify the causes that led to the accident.

The Contractor must immediately notify the Client of any dangerous situations or conduct likely to cause an accident encountered during the activity and must also communicate events that, due to the randomness effect, have not caused damage to people, equipment or the environment.

The Contractor must abide by all the provisions of the procedure established by the Client.

## **21. PENALTIES**

The violation of the provisions contained in these HSE Specifications entails the application of penalties toward the guilty parties who have committed them.

The type and extent of the sanctions envisaged will be applied taking into account:

- intentionality or degree of negligence, recklessness, or malpractice;
- the overall behaviour of the worker with particular regard to the existence or otherwise of previous disciplinary sanctions;
- particular circumstances that accompany the violation.

Once established, the violation will be reported in writing to the Manager of the Contracting Company, to the legal representative of the company and to the competent organizational units of the Client, for the application of the appropriate sanctions.

It is reserved the right of proceedings aimed at reporting to the competent public bodies criminal offences and other offenses.

Therefore, companies are required, in accordance with the provisions individual applicable collective bargaining agreements in the sector, to equip themselves with a transparent, effective and structured disciplinary system that provides for sanctions commensurate with the various types of violations.

It will be the responsibility of the contract manager to ensure that the disciplinary procedure pursuant to art. 7, Law 300/1970, is carried out with respect to the guilty party, and the Client must be promptly informed of the outcome in order to take appropriate measures (e.g. to prevent the worker from accessing the site).

If it is necessary to suspend the worker, pending the disciplinary measures of the third-party company, the contract manager may adopt an interim provision as a precautionary measure with immediate effect.

This provision must be communicated in writing to the company manager and to the competent organizational units of the Client.

The sanctions against companies will be imposed by the Client through the Contract Manager and the Procurement function.

If the violation is of such an extent as to expose one to serious dangers and/or cause damage to persons, assets and the environment, both within and outside the site, the Client will have the right to terminate the contractual relationship without indemnification or compensation and without advance notice.

The foregoing shall be without prejudice to any claim for damages to the company.

### **21.1 RECIDIVISM**

All recidivism behaviour will be punished by applying types of sanctions of a higher level to the level previously applied, until the termination of the contract in the event that the repeated violations are attributable to the organization of the Contracting Company.

### **21.2 PROVISIONAL DECISIONS AS A PRECAUTIONARY MEASURE**

Provisional decisions may be adopted by the person in charge of the Client.

The decisions that lead to the termination of the contractual relationship can only be applied by the Client (Procurement function or legal representative).

In the case of suspension, the duration of the provisional measure must be included in the calculation of the final penalty.

### **21.3 TYPES OF PENALTIES**

Based on the seriousness of the violation ascertained by the worker of the Contracting Company, the Client fosters measures ranging from notification by letter to the termination of the contractual relationship with request for possible compensation for damages, which represents the maximum penalty, if the worker performs serious violations that exposes one to serious hazards and/or causes damage to persons, property and environment, within and outside the operating sites.

Enclosed are the types of violations by seriousness (**Annex 9**).

### **22. ANNEXES**

- Annex 1A** Self-certification of the possession of the requirements on professional technical competence/self-drafted affidavit (pursuant to articles 46 and 47 of Presidential Decree 445 of 28 December 2000) (Company);
- Annex 1B** Self-certification of the possession of the requirements on professional technical competence/self-drafted affidavit (pursuant to articles 46 and 47 of Presidential Decree 445 of 28 December 2000) (Self-employed individuals);
- Annex 2** Employer declaration concerning employees;
- Annex 3** Kinship statement;
- Annex 4** Request for consent to subcontract;
- Annex 5** Equipment owned by the Client;
- Annex 6** Equipment, machinery, site vehicles;
- Annex 7** Declaration of the requirements pursuant to Presidential decree 177/2011 on the qualification of companies and self-employed workers operating in confined spaces or environments suspected of pollution;
- Annex 8** Statement of Contracting Company;
- Annex 9** Types of penalties provided

**(ANNEX 1A)**

**SELF-CERTIFICATION OF THE POSSESSION OF THE REQUIREMENTS ON PROFESSIONAL TECHNICAL COMPETENCES/SELF-DRAFTED AFFIDAVIT (PURSUANT TO ARTICLES 46 AND 47 OF PRESIDENTIAL DECREE 445 OF 28 DECEMBER 2000)  
(TO BE MADE ON LETTERHEAD PAPER - COMPANY)**

The undersigned .....  
Born in.....on .....  
Tax ID .....Residing in .....  
Via/Piazza.....  
possessing a valid identity document (enclosed herein as a copy)  
as legal representative of the company.....  
with registered office in ....., Via/Piazza.....  
aware of the penalties provided for by art. 76 of Presidential Decree 445/00, in case of untruthful and false declarations,

Considering Article 26 of Legislative Decree 81/2008,

**DECLARES**

- that the company is registered at the Chamber of Commerce and Industry of ..... under no ..... with main activity related to the object of the Tender;
- that this Company possesses available capital, knowledge, experience and technical skills, machinery, equipment, resources and personnel necessary and sufficient to guarantee the execution of works commissioned, with management at its own risk and with organization of the means necessary;
- to not be subject to suspension or disqualification decision as per article 14 of Legislative Decree 81/2008 and subsequent amendments;
- that the company has fulfilled its obligations required by the safety regulations, in particular that it has prepared the corporate risk assessment documentation pursuant to Legislative Decree 81/2008;
- to have appointed the Health and Safety Supervisor, the site physician, the emergency workers (firefighting and first aid);
- to have provided the information, training and instruction of personnel in the cases envisaged by current legislation;
- to be in possession of the specific documentation certifying compliance with the provisions of Legislative Decree 81/08 and subsequent amendments on machinery, equipment and temporary structures used in the execution of the works under the Contract;
- to have received from the Client information on the specific risks existing in the work environment in which the Company is intended to operate and with respect to the prevention and emergency measures to be adopted;
- that it will inform the staff, who will be working at the Client's premises, about the risks and the aforementioned health and safety measures;
- to have inspected the premises where the works will be carried out, the relative systems and any limitations, and to be fully aware of all the inherent difficulties and burdens, and to possess the necessary organization for its complete execution;
- to be aware of the dangers that may derive from tampering with the safety measures adopted and from operating outside the areas indicated above;
- to have provided the Client with all the necessary information in order to correctly process the Interference Risk Assessment Document;

- to abide by and enforce the relevant laws and regulations and the rules in force in the field of health and safety at work and environmental protection concerning the activities awarded;

- to guarantee that the staff will always be equipped with an identification badge and that this badge will be displayed for the entire duration of the stay in the workplace.

Furthermore, it also declares to be aware of the statutory penalties, against it, for the lack to display the same.

- that any companies for which the consent to subcontract has been requested satisfy all the requirements set forth for the Contractor, that the former have been made aware and briefed about the risks present in the work area, and of all the information communicated by the Client to the Contractor, and that a reasonable amount is specified in the sub-contract relating to the health and safety costs to be paid to subcontractors. Furthermore, its declares that the enterprise value is adequate and sufficient compared to the cost of labour and the safety-related cost;

Furthermore, **THE UNDERSIGNED EXPRESSLY DECLARES,**

pursuant to art. 26 (1) of Legislative Decree 81/08 and subsequent amendments:

- that the company and its employees and collaborators are fit and able to carry out the activity envisaged in the Contract, being equipped with the necessary means of work, including PPE as well as those means necessary to carry out their tasks in safety, and that the machinery and equipment undergo scheduled maintenance and periodic checks;

- that sufficient training and information regarding safety at work have been provided, and that these undergo, where required, mandatory health checks;

- that the Company fulfilled the requirements required by the safety regulations, in particular the risk assessment;

- to fulfil, in respect of its employees present in the workplace, all the obligations arising from the legal provisions on regular employment, compulsory insurance against accidents and social security, as well as obligations arising from the national collective bargaining agreement applied and undertakes to ensure that its employees receive salary compensation that is not lower to that provided in the national collective bargaining agreement. In this sense, the Company relieves the Client of any burden and liability (joint and several) in this regard.

With reference to the information note received from the Company when responding to the tender pursuant to Art. 13 of EU Regulation No. 679 of 2016, the undersigned hereby gives his/her personal consent to the use of personal data legally provided, for:

(i) verification of the technical, commercial and financial fitness of the tendering company and to verify its capacity to fulfil all the requirements of the applicable regulations for the possible assignment of the contract to it;

(ii) ensuring the proper legal, technical and financial management of the contractual relationship which may arise in the event that the contract is conferred on the company of the tenderer and the fulfilment of the legal obligations resulting from the assignment thereof;

(iii) allowing the necessary corporate reporting on the contract's management and the relationships which will arise with the tenderer.

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Stamp and signature

**Annex: Unauthenticated photocopy of the declarant's identity document**

**(ANNEX 1B)**

**SELF-CERTIFICATION OF THE POSSESSION OF THE REQUIREMENTS ON PROFESSIONAL TECHNICAL COMPETENCES/SELF-DRAFTED AFFIDAVIT (PURSUANT TO ARTICLES 46 AND 47 OF PRESIDENTIAL DECREE 445 OF 28 DECEMBER 2000)**

**(ON LETTERHEAD PAPER - SELF-EMPLOYED INDIVIDUALS)**

The undersigned ..... as "self-employed individual" with headquarters located in ....., Via ....., registered at the Chamber of Commerce of ....., tax ID and VAT no. ....., Economic and Administrative Index ....., aware of the penalties set forth in art. 76 of Presidential Decree 445/00, with respect to untruthful and false declarations, considering art. 26 of Legislative Decree 81/2008,

**DECLARES**

- to be registered at the Chamber of Commerce and Industry with main activity related to the object of the Tender;
- to not be subject to suspension or disqualification decisions as per article 14 of Legislative Decree 81/2008;
- that the machines, equipment and temporary structures used are conform with the provisions of Legislative Decree 81/2008;
- to possess suitable Individual Protection Devices (*to list*);
- to have participated in adequate training;
- to have inspected the premises where the works will be carried out, the relative systems and any limitations, and to be fully aware of all the inherent difficulties and burdens, and to possess the necessary organization for its complete execution;
- to be in possession of the medical fitness certificate issued by a site physician where required;
- to have fulfilled all the obligations under the current legislation on health and safety at work, on social security contributions, and to adhere to the insurance, social security obligations provided for by law and contracts;
- to guarantee that it will always be equipped with an identification badge and that this badge will be displayed for the entire duration of the stay in the workplace. Furthermore, it also declares to be aware of the statutory penalties, against it, for the lack to display the same.

With reference to the information note received from the Company when responding to the tender pursuant to Art. 13 of EU Regulation No. 679 of 2016, the undersigned hereby gives his/her personal consent to the use of personal data legally provided, for:

- (i) verification of the technical, commercial and financial fitness of the tendering company and to verify its capacity to fulfil all the requirements of the applicable regulations for the possible assignment of the contract to it;
- (ii) ensuring the proper legal, technical and financial management of the contractual relationship which may arise in the event that the contract is conferred on the company of the tenderer and the fulfilment of the legal obligations resulting from the assignment thereof;
- (iii) allowing the necessary corporate reporting on the contract's management and the relationships which will arise with the tenderer.

In witness thereof

The undersigned.....

Place.....

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Stamp and signature

**Annex: Unauthenticated photocopy of the declarant's identity document**

**(ANNEX 2)**

**EMPLOYER DECLARATION CONCERNING EMPLOYEES**

**(ON LETTERHEAD PAPER - COMPANY)**

FAO  
ERG.....  
.....  
.....  
.....

The undersigned \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_  
residing in \_\_\_\_\_ Province \_\_\_\_\_  
Via \_\_\_\_\_ no \_\_\_\_\_,  
employer / owner of the Company \_\_\_\_\_ for the works /  
activities \_\_\_\_\_

(order number or contract \_\_\_\_\_)

hereby declares, assuming full responsibility:

- that the National Collective Bargaining Agreement applied with respect to its employees is \_\_\_\_\_;
- that the details of the INPS and INAIL insurance positions are \_\_\_\_\_;
- to have complied with all the obligations provided for by Legislative Decree 81/08 and subsequent amendments, and by the current legislation on the health and safety of workers;
- that the personnel employed and that of any subcontractors/self-employed individuals, who will be employed during the course of the works/activities, will be informed/trained in advance with respect to:
  - task to be performed;
  - specific risks of the tasks performed;
  - use of equipment and the health and safety means;
  - third-category individual protection devices;
  - activities in confined spaces and/or over-ground (if provided);
  - Specific Emergency Plan for the site where it will operate.
- that the personnel assigned to the planned work are in possession of the medical fitness certificate issued by the site physician;
- in particular, I expressly declare the medical fitness of personnel handling works subject to particular risks (e.g. asbestos, confined spaces, over-ground construction works, allergies to hymenoptera for outdoor works). **(Adapt/delete this item as required)**

**Enclosed also to this document is a copy of:**

- the list of personnel who will access the Client's sites indicating the forename, surname, date of employment, qualification, and pertinent copy of the company's register or UNILAV form (depending on whether they were hired before or after 2008), copy of a valid identity document;
- the minutes of the training/information activity performed;
- the certificates/qualification of the personnel (as provided by the 2012 State-Regions Agreement 2012 edition) **possibly necessary** for:
  - over-ground construction works
  - rescue training for altitude access in wind turbines
  - use of 3rd category PPE (gas masks, self-contained breathing apparatus, safety harnesses)
  - assembly of scaffolding and temporary structures
  - Works subject to ionizing radiation (*art.180 (3) Legislative Decree 81/08*)
  - removal of material containing fibres (ceramics, asbestos, silicon)
  - work equipment for which a specific authorisation of the operators is required in implementation of art. 73 of the Legislative decree 81 of 9 April 2008 (e.g. forklifts, cranes, lifting platforms)
  - works within confined spaces

- electrical work (person in charge of an electrical installation, skilled person, instructed person)

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_\_

Stamp and signature

**KINSHIP STATEMENT**

**(ON LETTERHEAD PAPER - COMPANY)**

FAO  
ERG.....  
.....  
.....  
.....

The undersigned \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_  
residing in \_\_\_\_\_ Province \_\_\_\_\_  
Via \_\_\_\_\_ no \_\_\_\_\_,

*employer / owner of the Company / service provider of ERG Spa*

\_\_\_\_\_ hereby declares, assuming full responsibility:

- to not have carried out work, directly reporting to Group companies  
ERG
- to have carried out work, directly reporting to Group companies  
ERG with the Company \_\_\_\_\_, last business year \_\_\_\_\_;
- to not have kinship relationships or affinity with employees of the companies of the ERG group;
- to have kinship relations or affinity (specify degree) \_\_\_\_\_  
with Mr/Mrs \_\_\_\_\_  
employee of the ERG Group Company \_\_\_\_\_

As regards own *employees*, we declare the following:

- nothing to declare
- alternatively list at this point, if need be, the forename, surname, and relationship as listed above*

In witness thereof

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Stamp and signature

**(ANNEX 4)**

**REQUEST FOR CONSENT TO SUBCONTRACT**

**(ON LETTERHEAD PAPER – TENDERING COMPANY)**

With reference to the works commissioned to us UNDER the contract/OdC/OdAS no \_\_\_\_\_ dated\_ / \_\_\_\_ / \_\_\_\_\_ related to \_\_\_\_\_

We ask that you authorise the specialist works of \_\_\_\_\_

under sub-contract to the Firm \_\_\_\_\_ / INAIL Position \_\_\_\_\_

INPS Position \_\_\_\_\_ / Chamber of Commerce registration number \_\_\_\_\_

**declares itself** for this purpose that:

1. The assignment in sub-contract does not violate the provisions of Legislative Decree 276 of 10/09/2003 with subsequent amendments and additions;
2. We guarantee the technical and organisational reliability of the Subcontractor and the execution of the works in compliance with current legislation on environmental and hygiene safety;
3. We will be responsible for the scrupulous observance of the regulations and the General Terms and Conditions of the Tender Contract of ERG S.p.a. (or companies of the ERG group) on the part of the subcontractor; we declare that this has been made aware of these regulations, contained in the tender contract and in the relevant annexes, and of the General conditions of Tender. Copies of these annexes and Conditions have been dispatched to the latter and the same company has undertaken to inform and train its staff. We remain liable in any case towards the Client for their exact execution and, in any case, for all the obligations assumed;
4. We have had sight of and undertake to apply the provisions of point 6.1 "Subcontracting" of ERG's "HSE Health, Safety and Environment Specifications";
5. The manager and global manager of the contract and of safety at work, including that subcontracted, is the Construction Site Manager/Person in charge Mr .....
6. We declare that the subcontract requested does not concern the realization of the entire works and does not pertain to the totality of the works falling in the main category;
7. For the compensation of the subcontracted works, a reduction of over 20% compared to the contract price has not been applied;
8. That we will communicate to you the original copy of the subcontracting agreement at least twenty days before the effective date of execution of the related works;
9. We will also coordinate with the Subcontractor as regards the consistency of its safety plan with ours;
10. We declare that no monitoring forms exist pursuant to Art. 2359 of the Italian Civil Code on the part of the Subcontractor;
11. We declare that the employees of the firm..... have been duly trained and informed, based on the information you have provided to us, with respect to execution of activities in a specific risk environment and to have received from the same, rendering such suitable for carrying out the entrusted works, the same information requested by you and provided by us during the tender phase. We also confirm that we have received from the same firm the suitable safety plan consistent with ours.
12. Your potential authorisation, however, will not generate cascades subcontracts (i.e. the granting of all or part of the subcontracted works passes on to other subcontractors)  
We also declare that the amount related to the subcontracted works:
  - is equal to ..... Euro
  - is equal to .....% of the total value of the contract
  - and in any case the total amount of all the activities subcontracted (including those previously authorised) is less than 30% of the total value of the contract.
  - The subcontracting agreement is valid until "**dd/mm/yyyy**".

We attach to the present the following documentation relevant to the proposed subcontracting:

1. Registration with the Chamber of Commerce, Industry and Crafts (of recent date and not older than six months);
2. Self-certification by the Tenderer and/or independent contractors of the possession of the requisite technical and professional capacity in terms of Art. 47 of the single text of legislative and regulatory provisions regarding administrative documentation provided for in Presidential Decree 445/00 (including a declaration to the effect that no measures for suspension or prohibition apply in accordance with Legislative Decree 81/2008);
3. A valid DURC (Single Document of Labour Contribution Compliance);
4. We undertake moreover to ensure that the Subcontractor:
  - shall subscribe to and forward to the Contract Manager before commencing works, the Third Party insurance policies as required by the General Tender Specifications for Works/Services;
  - henceforth accept  
Safety and Coordination Plan (legally covered by Legislative Decree 81/08 – Section IV)  
Single Document for the Assessment of Risks of Interference – DUVRI (legally covered by Legislative Decree 81/08 Art. 26);  
Cost assessment for Safety as stipulated by the Client;  
ERG “HSE Health, Safety and Environment Specifications”

Finally, we undertake, before the commencement of works, to consign to the Contract Manager, in the event that you give your approval for the subcontracting, the documentation provided for in point 5.2 of the ERG “HSE Health, Safety and Environment Specifications”.

Kind regards

In witness thereof

Date \_\_\_ / \_\_\_ / \_\_\_\_\_

Stamp and signature

**(ANNEX 5)**

**REQUEST FOR EQUIPMENT OWNED BY THE CLIENT**

Contracting Firm \_\_\_\_\_ Place of work \_\_\_\_\_

Works assigned \_\_\_\_\_

EQUIPMENT TYPE - MODEL	SERIAL NO.	DELIVERY DATE	CONDITION UPON DELIVERY	RETURN DATE	CONDITIO N UPON RETURN

I request the equipment listed above, committing myself with immediate effect to using it with diligence and in compliance with current regulations concerning safety at work.

Attached is a list of personnel who will use the machines/equipment, along with the related training certificate.

The representative of the Contractor

-----

Date

-----

**DELIVERY OF EQUIPMENT OWNED BY THE CLIENT**

Upon taking over the equipment listed above, I declare to have been instructed on its use, with particular regard to the prevention of accidents and occupational illnesses. I pledge to return everything in the condition in which I received it. I confirm the commitment to provide diligent maintenance and to store the equipment.

I also undertake to ensure that the equipment taken over is used correctly by personnel trained in accordance with current legislation, to report any malfunctions or accidents and to return the equipment in the same initial condition.

DATE OF DELIVERY .....

SIGNATURE OF THE  
CONTRACTING FIRM

STAMP ON  
DELIVERY

-----

-----

DATE OF RETURN .....

SIGNATURE OF THE CONTRACTING FIRM

STAMP ON RETURN

**Note:** this form is completed in three stages (at the time of collecting the documentation produced by the Contractor, at the time of the actual commencement of works and at the time of the return of the equipment) and must be filed as an annex to the Tender documentation and to the Work Permit.

**EQUIPMENT, OPERATIONAL MACHINERY (\*) OWNED BY THE CONTRACTOR**

Contracting Firm \_\_\_\_\_

Works assigned \_\_\_\_\_

Place of work (area/building) \_\_\_\_\_

EQUIPMENT TYPE - MODEL	SERIAL NO.	EC CERTIFICATION	CHECKS CARRIED OUT  DATE	PLATE WITH OWNER NAME  YES NO

I declare that the work equipment in use:

1. complies with the specific legislative provisions for transposing EU product directives, suitable for health and safety, and adequate for the work to be performed.
2. has been the subject of suitable maintenance, and is accompanied, where necessary, by specific operating instructions and maintenance booklet, and has been submitted to measures to update the minimum safety requirements.
3. will be used by trained and instructed personnel according to the regulations in force.

I declare, finally, that I have met all the requirements of Title III, Chapter I, Articles 70 and subsequent.

In witness thereof

Date \_\_\_\_\_

Signature of the Contractor's Representative

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(\*): relating to equipment:

1. for which special authorisation for operators is required (in terms of Art 73 Consolidated Text 81/08)
2. stipulated in Annex VII of Consolidated Text 81/08)

3. licensed vehicles

**(ANNEX 7)**

**STATEMENT ON POSSESSION OF THE REQUIREMENTS PURSUANT TO PRESIDENTIAL DECREE 177/2011 ON THE QUALIFICATION OF COMPANIES AND SELF-EMPLOYED INDIVIDUALS OPERATING IN CONFINED SPACES OR ENVIRONMENTS SUSPECTED OF POLLUTION**

**(ON LETTERHEAD PAPER - COMPANY)**

FAO  
ERG.....  
Via .....  
.....

The undersigned \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_

residing in \_\_\_\_\_ Province \_\_\_\_\_

Via \_\_\_\_\_ no \_\_\_\_\_,

employer/owner of the Company/supplier of ERG Power Generation/ERG Hydro/ERG Power for the works/ activities of \_\_\_\_\_ [order number or contract]

hereby declares assuming full responsibility, in the context of works in confined spaces or environments suspected of pollution and in accordance with the provisions of Legislative Decree 81/2008 and subsequent amendments and/or provisions on:

- full application of the current provisions on risk assessment, health surveillance and emergency management measures;
- integral and binding application of paragraph 2 of article 21 of Legislative Decree 81/2008, in the case of family businesses and self-employed individuals;
- presence of personnel, not less than 30% of the workforce, with at least a three-year experience in works in confined spaces or environments suspected of pollution, employed under a permanent employment contract or under other types of agreements or Tender contract, in this second event, that the relative contracts have been certified in advance pursuant to Title VIII, Chapter I, of Legislative Decree 276/2003. It is mandatory that the workers who perform these functions possess this experience.
- information and training activities have been carried out with respect all staff, including the Employer where hired for works in confined spaces or environments suspected of pollution, specifically aimed at becoming aware of the risk factors typical of these activities, subject to learning and updating assessment;
- possession of individual protection devices, instrumentation and work equipment suitable for the prevention of the risks inherent in work activities in confined spaces or environments suspected of pollution, and the carrying out of training activities for the correct use of such devices, instrumentation and equipment, consistently with the provisions of articles 66 and 121 and Annex IV, point 3, of Legislative Decree 81/08;
- the completion of training activities by all personnel employed for work activities in confined spaces or environments suspected of pollution, including the Employer, with regard to the application of safety procedures consistent with the provisions set out in articles 66 and 121 and those of Annex IV, point 3, of Legislative Decree 81/08;
- full application of the economic and regulatory part of the national collective bargaining agreement in the sector, including the payment of the contribution to the potential bilateral body of reference, where the performance is of a retributive nature, with reference to collective contracts and sector agreements signed by employers and workers' organizations comparatively more representative at national level.

The undersigned, legal representative, or person appointed to represent the company  
Place, date

**(ANNEX 8)**

**STATEMENT OF CONTRACTING PARTY**

**(ON LETTERHEAD PAPER - COMPANY)**

FAO  
.....  
.....  
.....  
.....

The undersigned \_\_\_\_\_ born in \_\_\_\_\_ on \_\_\_\_\_

residing in \_\_\_\_\_ Province \_\_\_\_\_

Via \_\_\_\_\_ no \_\_\_\_\_,

employer / owner of the Company \_\_\_\_\_ for the works/activities of \_\_\_\_\_ order or contract no. \_\_\_\_\_ hereby declares assuming full responsibility that, within the Site established at the premises and in accordance with the provisions of Title IV of Legislative Decree 81/2008 and subsequent amendments:

- will perform and carry out works with respect to any subcontractors/self-employed individuals, implementing the provisions of the Safety and Coordination Plan (SCP), by following the general protection measures and the obligations of the Employers provided for by Legislative Decree 81/08 and, in particular, from Title IV and the other regulations in force concerning the safety and protection of workers' health;
- the names of the Site Manager and the Construction Site Manager appointed for fulfilment under art. 97 of the Consolidated Law 81/08;
- before the commencement of the works, the undersigned will deliver a copy of the Safety and Coordination Plan (SCP) and a copy of its Operational Safety Plan (OSP) to its own subcontractors/self-employed individuals, ensuring their coordination;
- will deliver a copy of the Safety and Coordination Plan (SCO) and a copy of its Operational Safety Plan (OSP) to the WHSRs before commencing the works, in order to allow observations and proposals;
- all personnel employed and any subcontractors/self-employed individuals present at the Site will be duly informed and trained on the security measures contained in the SCP and in their respective Site OSPs.

In witness thereof

The undersigned, legal representative, or person appointed to represent the company

Place

Date

## TYPES OF PENALTIES PROVIDED

**Level**  
**Description**  
**Examples**  
**Measures related to workers**  
**Measures related to the firm**  
**1 Minor**

Minor violations of the requirements set forth in the HSE specifications  
*Failure to respect the time frame to submit required documentation.*  
 Written warning;  
 Request for compliance.

Minor violations of the rules set forth in the Work Permit  
*Lack of availability of attachments;*  
*Lack of PPE (non-standard) or CPD (collective protection devices) provided for activities that have not yet commenced;*  
 Verbal warning  
 Written warning;  
 Request for adequate training of workers with confirmation thereof.

Minor violations of Company Rules and Procedures  
*Speed limit exceeded (up to 10 km beyond the limits);*  
*Parking in areas where parking is not allowed (without potential major consequences).*

<b>2 Medium</b>	Violations of the requirements of the HSE Health, Safety and Environment Specifications	<i>Lack of availability and traceability of documents (e.g. use and maintenance manuals, etc);</i>		Written warning; Request for compliance.
	Violations of the rules set forth in the Work Permit	<i>Presence of workers in the work area without Work Permits who have not yet started work; Partial or inadequate application of the requirements for the executing party referred to in the WP form.</i>	Prohibition to enter the site for a period between 2 and 5 working days, depending on the felonious intent or not of the violation and the existence or otherwise of previous violations, even at different levels	Written warning; Request for adequate training of all company staff with confirmation thereof.
	Violations of Company Rules and Procedures	<i>Failure to use the safety belt;</i> <i>Absence of the windshield sun shade in the vehicle;</i> <i>Non-conformity of the vehicle with the Highway Code.</i>		
	Significant number of level 1 violations by one or more company employees	<i>Index of frequency of violations <b>IFV</b> = no. violations x 10<sup>3</sup> / no. hours worked ≥ 1</i>		
<b>3 Serious</b>	Serious violations of the requirements set forth in the HSE Health, Safety and Environment Specifications	<i>Lack of availability and traceability of documents (e.g. vehicle registration lifting equipment, test certificates, scaffolding book, etc.).</i> <i>Lack of control and registration documents in general, used to provide evidence of compliance with legal obligations and the requirements of ERG Power Generation.</i>		Written warning; Temporary suspension of the works under the Tender Contract until the verification of compliance with the contractual provisions; Request for adequate training with confirmation thereof. Request for replacement of the construction site manager and the safety for a fixed-period (in the most serious cases, even for an indefinite period).
	Serious violations of the rules set forth in the Work Permit	<i>Non-availability of PPE (non-standard) or DPC (collective protection devices) during the execution of works;</i> <i>Presence of workers executing activities in the work area without a Work Permit;</i> <i>Failure to apply the requirements set forth for the executing party listed in the WP form.</i>	Prohibition to enter the site for a period between 6 and 20 working days (in severe cases even for an indeterminate period of time), depending on the felonious intent or not of the violation and the existence or otherwise of previous violations, even at different levels;	
	Serious violations of Company Rules and Procedures	<i>Use of mobile phones during while operating a vehicle;</i> <i>Speed limit exceeded (more than 20 km beyond limits); Mobile phone use in the work area;</i> <i>Failure to dispose of waste properly.</i>		
	Significant number of level 2 and level 1 violations by one or more company employees	<i>Index of frequency of violations <b>IFV</b> = no. violations x 10<sup>3</sup> / no. hours worked ≥ 1</i>		
<b>4 Very serious</b>	Very serious violations of the requirements set forth in the HSE specifications	<i>Lack of availability of authorisation documentation;</i> <i>Failure to comply with the law on Health, Safety and the Environment</i>		Written warning; Suspension of the works under the Tender Contract; Termination of the contractual relationship; black listed;
	Very serious violations of the rules set forth in the Work Permit	<i>Failure to apply general and specific protection measures during the execution of works which can expose people, assets and the environment to serious and immediate dangers.</i>	Permanent prohibition to enter the site	
	Very serious violations of Company Rules and Procedures	<i>All dangerous conduct, all hazardous actions and, in general, all environmental, health and safety violations that can expose people, assets and the environment to serious and immediate threats on site and beyond.</i>		
	Any violation that caused damage to people, assets and the environment both on site and beyond.			

Significant number of level 3, level 2, and level 1 violations by one or more company employees

*Index of frequency of violations **IFV** = no. violations x 10<sup>3</sup> / no. hours worked ≥ 1*