



STATE SECRETARIAT FOR INFRASTRUCTURE AND ENVIRONMENT

## SET OF SPECIFICATIONS

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## 1. INTRODUCTION

The purpose of this report is to provide the Set of Specifications for the Executive Restoration Projects concerning Caminhos do Mar's Monuments, an integral part of PESM State Park's Executive Restoration Project, Itutinga Pilões Nucleus - Caminhos do Mar, located at Highway SP-148, Estrada Caminho do Mar (Caminhos do Mar Highway), Km 51, Cubatão - SP.

## 2. PURPOSE

To establish general guidelines for the execution of services and construction works, complementation, renovation or expansion of a building project or set of building projects.

## 3. DEFINITIONS

### 3.1. GENERAL TERMINOLOGY

For the strict purposes of this Performance, the following definitions are adopted:

**Administration:** Agency, entity or administrative unit of the Public Administration.

**Set of Specifications:** Part of the Auction Notice, which aims to define the procedures that the contracted party must observe for the proper progress of the works, as well as establish the requirements, conditions and technical and administrative guidelines for the same.

**Contracted party:** Company or professional contracted to perform services and construction works, complementation, renovations or expansion of a building project or set of building projects.

**Contracting party:** Central, sectoral or sectional body that contracts the execution of services and construction works, complementation, renovations or expansion of a building project or set of building projects.

**Inspection:** Activity carried out systematically by the Contracting Party and its representatives, aiming at verifying compliance with contractual, technical and administrative provisions, in all their aspects.

**Bidding Process:** Administrative procedure to select the most advantageous bid proposal for the Administration.

### 3.2. GENERAL CONDITIONS

The following general conditions must be observed:

### **3.2.1. SUBCONTRACTING**

The Contracting Party may not, under any pretext or case, subcontract all the services and works covered by the contract. The Contracting Party may only subcontract part of the services if the subcontracting is admitted in the contract, as well as previously and expressly approved by the Contracting Party. If authorized to subcontract part of the services and construction works, the Contracting Party shall supervise and coordinate the subcontractor's activities, and be held accountable by the Contracting Party for strict compliance with contractual obligations corresponding to the object of the subcontracting.

### **3.2.2 ART/RRT OF THE CONSTRUCTION WORKS**

The Technical Responsibility Annotation - ART or the Technical Term of Responsibility is the registration of the contract (written or verbal) between the Contractor's professional and the Contracting Party, and identifies those responsible for undertakings related to the technological area.

The ART/RRT shall be submitted after signing the contract, preferably before or at the beginning of the development of the activity, to avoid the collection of fines. Resolution No. 1025, dated October 30, 2009 of CONFEA establishes that no work or service may start without proper registration.

### **3.2.3 LEGISLATION, RULES AND REGULATIONS**

The Contracted Party shall be responsible for observing the laws, decrees, regulations, federal, state and municipal ordinances and regulations that are directly and indirectly applicable to the object of the contract, including by its subcontractors and suppliers.

During the execution of services and construction works, the Contracted Party shall:

- Provide the CREA/CAU with the Technical Responsibility Annotations/Term - ART's/RRT's referring to the object of the contract and relevant specialties, pursuant to Law No. 6496/77;
- Obtain the reform permit from the City Hall, in the form of the existing provisions;
- Obtain from the INSS the Registration Certificate related to the object of the contract, in order to permit the licensing of the execution of services and construction works, pursuant to Article 83 of Federal Decree No. 356/91;
- Submit to the Regional Labor Office, before the construction works begin, the information pertinent to its identification and the object of the contract, as well as the Work Conditions and Environment Program in the Information Industry Construction - PCMAT, in accordance with Ordinance No. 4/95 of the Work Safety and Health Department and subsequent modifications;
- Take responsibility for faithful compliance with all provisions and agreements relating to the social and labor legislation in force, particularly with regard to personnel allocated to the services and construction works covered by the contract;
- Comply with rules and ordinances on occupational safety and health and provide the insurance required by law and in the Specifications, as the sole and responsible for accidents and damages that may

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potentially affect individual and legal persons directly or indirectly involved in the services and construction works covered by the contract;

- Pay all incident taxes, fees and other tax obligations or that may affect the object of the contract, until the Definitive Receipt of services and construction works.

### **3.2.4 SERVICE AND CONSTRUCTION WORK DESIGN**

The Contracting Party shall provide the Contracted Party with all executive projects that comprise the subject of the contract, in accordance with the provisions of the auction notice. The Contractor shall provide in a timely manner the projects approved by Federal, State and Municipal bodies and public service concessionaires that exercise control over the execution of services and works, such as the City Hall (Legal Project), the Fire Department (Fire Prevention and Fire Fighting Project), electricity and telephone concessionaires (Electricity and Telephone Entry Projects), when relevant.

The Contracted Party shall perform the services and construction works in accordance with drawings, memorials, specifications, specifications and other design elements.

All design elements must be thoroughly studied by the Contracted Party, before and during the execution of services and construction works, and it shall notify the Inspection about any eventual inconsistency, failure or omission that is found.

No additional work or design modifications provided by the Contracting Party shall be carried out by the Contracted Party without the prior and express authorization of the Inspection, respecting all the provisions and conditions established in the contract.

Any future modifications to the project during the execution of the services

and construction works will be documented by the Contracted Party, who will record the revisions and additions to the elements of the project, including the “as-built” drawings.

As long as provided for in the project, the Contracted Party shall submit prior to the approval of the Inspection any and all alternatives for the application of materials, services and equipment to be considered in the performance of the services and construction works covered by the contract, and it shall strictly corroborate their equivalence, in accordance with the requirements and conditions established in the Specifications.

The manufacturing and assembly designs for components, installations and equipment, based on the design provided by the Contracted Party, such as those for metal structures, frames, elevators, electrical, hydraulic, mechanical and utility installations, shall be previously submitted for inspection approval.

### **3.2.5 OCCUPATIONAL SAFETY AND HEALTH**

Before the beginning of the construction works, the Contracted Party shall submit to the Inspection the safety measures to be adopted during the execution of the services and works, in compliance with the principles and provisions of NR 18 - Work Conditions and Environment in the Construction Industry.

Regarding occupational safety, all recommendations contained in Regulatory Standard NR-18, approved by Ordinance 3214, dated 06.08.78, by the Ministry of Labor, published in the DOU of 06.07.78 (Supplement), shall be obeyed.

Use of the equipment listed in the table below shall be mandatory, obeying the provisions of Regulatory Norms NR-6 - Personal Protective Equipment - PPE and NR-1 - General Provisions.

PROTECTION	EQUIPMENT	TYPE OF RISK
HEAD	Safety helmet	falling or projecting objects, impacts against structures and others
	special helmet	Electrical equipment or circuits
	safety glasses against impact	eye injuries
	safety glasses against radiation	eye irritation and lesions resulting from the action of radiation
	safety glasses against spatter	eye irritation and lesions resulting from the action of aggressive liquids
	face shield	projection of fragments, liquid spatter and harmful radiation
HANDS AND ARMS	gloves and protection sleeves (leather, plastified canvas, rubber or neoprene)	contact with corrosive or toxic substances, abrasive or cutting materials, energized equipment, heated materials or dangerous radiation
FEET AND LEGS	rubber boots (PVC)	wet, muddy places or in the presence of toxic substances
	leather shoes	Foot lesions
FULL BODY	safety belt	fall with level difference
EARS	ear protectors	noise level above that established in NR-5 - Unhealthy

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		Activities and Operations
RESPIRATORY	respirator against dust	work with dust production
	mask for sand blast	clearing work using sand blast abrasion
	respirator and mask with chemical filter	atmospheric pollutants in concentrations that are harmful to health
UPPER BODY	scrap apron	Welding and heated cutting and folding and ironworking

Special attention shall be paid to compliance with the requirements to protect the moving parts of equipment and to prevent hand tools from being left on hallways, stairs, scaffolding and work surfaces, as well as to the respect for the device that prohibits connecting more than one power tool to the same power outlet.

The Contracted Party shall stock and store the materials in a way that does not harm the transit of people and movement of materials, obstruct doors and emergency exits and prevent access to fire-fighting equipment. Among the CONTRACTED Party's obligations are the horizontal and vertical transport services of all equipment to be removed and installed, as well as all necessary measures, such as disassembly, reassembly and replacing accesses that may be used.

The Contracted Party shall keep clean and in good hygiene the facilities on the service site, especially the traffic routes, passages and staircases, cafeterias and housing, regularly collecting and removing leftover materials, rubble and debris in general.

The Contracted Party shall maintain protective equipment against fire and the fire brigade, in accordance with the provisions in force.

The Contracted Party shall be responsible for notifying the Inspection and, in cases of fatal accidents, the relevant authority, in the most detailed manner possible, in writing, every type of accident that takes place during the execution of services and works, including the start of any fires.

The Contracted Party shall maintain at the construction site the basic medications and personnel for first aid in accidents that occur while carrying out the execution of the construction works, in accordance with NR 18.

It shall be up to the Contracted Party to keep security guards to control the entry and exit of materials, machinery, equipment and people, and to maintain order and discipline in all premises of the construction service site.

The Contracting Party shall carry out periodic inspections at the construction site in order to verify compliance with the safety measures adopted in the construction works, the state of conservation of personal protective equipment and the safety devices of machinery and tools that offer risks to workers, as well as observe other conditions established by occupational health and safety standards.



### **3.2.6 PUBLIC CONSTRUCTION WASTE MANAGEMENT PLAN**

Resolution No. 307/2002 of the National Environment Council - CONAMA addresses the need for control and responsibility for the destination of public construction waste, with the proper management of the waste produced, including its reduction, reuse and recycling, which will make the construction process more profitable, competitive and healthier, considering the relevant legal, regulatory and normative provisions, regulations and the applicable rules of the municipality that will receive the construction waste.

Materials resulting from demolitions and the waste from public construction works shall be destined to an accredited recycling plant with an up-to-date operation license; while the material from excavation of sandy-argillous sediments shall be allocated to areas that are licensed for receipt by the local municipality.

Preferably, all or part of these sediments shall be used in earthworks or in the refilling of ditches and pits of the construction itself.

### **3.2.7 INTERFERENCES WITH CONCESSIONAIRE NETWORKS**

In interventions on public roads and sidewalks, if any, the existence of interference from existing equipment networks that may be affected shall be previously investigated in order to request, through the CCO – Construction Work Coordinating Council, freely translated, the intervention of the Concessionaire Companies so that they provide the registration of their networks and their relocation, when necessary.

### **3.2.8 EXECUTION OF SERVICES AND WORKS**

During the execution of services and works, the Contracted Party shall:

- Submit for approval by the Inspection within 5 (five) days after the start of the construction works the design of the temporary facilities or construction site compatible with the size and characteristics of the object of the contract, defining all living areas, premises, spaces, facilities and equipment necessary for the progress of services and works, including offices and facilities for use by the Inspection, when provided for in the Set of Specifications;
- Maintain on the services and construction site the facilities, employees and equipment in numbers, qualifications and specifications that are appropriate to the fulfillment of the contract;
- Submit for approval by the Inspection within 5 (five) days after the start of the construction works the execution plan and the detailed service and construction work timetable, drawn up in accordance with the contract schedule and adequate technical planning;
- Make sure that materials, labor and other supplies are in a timely manner at the execution sites, in order to satisfy the needs foreseen in the schedule and execution plan of the services and construction works covered by the contract;

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- Allocate the necessary resources for the administration and execution of services and works, including those intended to pay all taxes, fees and other tax obligations that are incurred or that may affect the object of the contract;
- Submit any adjustments to the schedule and execution plan for the services and construction works, in order to keep it perfectly informed about the progress of the construction works;
- Submit any modification to the construction methods originally foreseen in the service and construction work design;
- Carry out adjustments to completed or run services as determined by Inspection;
- Immediately report to the Inspection any occurrence of any abnormal fact or extraordinary occurrence at the construction site;
- Submit to the Inspection for approval prototypes or samples of materials to be applied to the services and construction works covered by the contract;
- Carry out, through laboratories previously approved by the Inspection, the tests, trials, examinations and evidence necessary for the quality control of materials, services and equipment to be applied in the construction works;
- Avoid interference with neighboring properties, activities and vehicle traffic at the location of the services and construction works, properly planning the executive activities;
- Prepare periodic reports on the execution of services and construction works, drafted in accordance with the requirements set out in the Set of Specifications;
- Remove up to 15 (fifteen) days after the definitive receipt of services and works all personnel, machinery, equipment, materials, and provisional installations from the work site, leaving all areas of the construction site clean and free of debris and debris of any kind.

### **3.2.9 RESPONSIBILITY**

For 5 (five) years after the Definitive Receipt of services and construction works, the Contracted Party shall be responsible for its quality and safety under the terms of Article 1245 of the Brazilian Civil Code, and shall repair any flaws, defects, deficiencies or imperfections that appear during that period, regardless of any payment of the Contracting Party.

The presence of the Inspection during the execution of the services and construction works, whatever acts may be performed in the performance of their duties, will not imply solidarity or co-responsibility with the Contracted Party, who shall answer solely and fully for the execution of the services, including services performed by its subcontractors, according to the current legislation.

If the Contracted Party refuses, delays, neglects or fails to eliminate the flaws, defects, deficiencies or imperfections verified, the Contracting Party may carry out the necessary repairs and replacements, either through its own means or by third parties, such that the resulting costs, regardless of their amount, are transformed into the Contracted Party's indisputable net debt.

The Contracted shall be directly responsible for any and all losses and damages caused to property or persons, including in neighboring properties, arising from omissions and acts practiced by its employees and agents, suppliers and subcontractors, as well as

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resulting from infractions or non-observance of laws, decrees, regulations, ordinances and official codes in force, and it shall indemnify the Contractor for any payments that it may be required to make, including fines, monetary corrections and additions to arrears.

### **3.3 COMPLEMENTARY ENVIRONMENTAL STANDARDS**

#### **3.3.1 INTRODUCTION**

This chapter deals with the standards aimed at protecting the environment, to be adopted by the contractors for the execution of construction works.

These standards shall be considered by the contractors from the planning of their activities until the total completion of the construction works and demobilization of the construction sites, aimed at preventing these activities from causing negative changes to the environment, or that inevitable changes are mitigated or offset by environmental protection measures.

Since the typology of construction works in the city is very diverse, the standards indicated are not meant to be applied in their entirety, with each contractor being obliged to comply with those that pertain to its contract, and the Designer and Contractor shall adopt measures and procedures that aim, preventively or correctively, to protect the environment, avoiding or mitigating impacts, and the Inspection shall be responsible for indicating which standards are applicable.

In addition to the Standards established in this item, consideration should be given, where applicable, to the provisions of the laws in force that govern the matter.

#### **3.3.2 CONSTRUCTION SITE SIGNS**

The construction site signs shall be placed in clearly visible places defined by the Inspection, according to the standardized model to be provided by the latter, in the dimensions indicated in its own specification, always obeying the standard of color, size, and own procedures, with the costs being borne by the Contractor in accordance with its budget spreadsheet.

#### **3.3.3 DEMOLITIONS AND REMOVALS**

Demolitions shall be carried out using the best possible techniques, taking all due care, in order to avoid any damage to third parties. Removal and transport of all the rubble and debris from these demolitions shall be carried out by the Contractor, in accordance with the requirements and regulations of the local municipality, whose costs are the Contractor's sole responsibility. The remaining materials from demolitions and considered to have the potential of being reused shall be removed and transported by the Contractor, to store yards appointed by the Inspection. Materials that are not reused shall be destined for recycling plants approved by the Environmental Agency and with a Current Operating License.

#### **3.3.4 CONSTRUCTION SITE**

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These standards aim to guide the procedures and environmental care necessary for the mitigation of negative environmental effects arising from the installation, operations and demobilization of the construction site. They also aim to guide the sizing, location and detailing of sanitary and other equipment so as to guarantee the quality of environmental protection (sewage treatment, dust reduction, noise reduction, etc.), and environmental recovery of spaces resulting from vacancy (restoration projects landscape, and vegetation cover, if applicable).

It is at the Contractor's discretion to prepare the construction site layout, with regard to the positioning of the component elements, with the condition that the Inspection previously approve the distribution of these elements on the construction site. It is recommended that existing building project be preferably used to install the construction site.

After approval by the Inspection, the Contractor shall request the environmental licensing for installation of the construction site. An executive plan for the implantation, use and demobilization of the construction site shall also be submitted to the

Inspection.

#### **3.3.4.1 INSTALLATION**

When choosing the land, protect the strips of preservation of water courses, lagoons and dams, thick vegetation, areas susceptible to erosion, and human settlements and activities, etc. A region with a water supply shall be sought.

Preferably, existing hydro-sanitary and electrical installations shall be used

for the private use of personnel on site. The disposal of sewage, when there is no public sewage system, shall be carried out in septic tanks, installed at a safe distance from the water supply and thalweg locations.

Workshops, washing stations, lubrication/refueling and garages should be located at points that do not interfere with water resources. Provide for the construction of separating tanks for oils and greases.

The material resulting from the clearing of the land, although minimal, shall be stored to be subsequently spread over the occupied area.

Temporary electrical installations, including wiring and other electrical devices, shall obey all the Norms, Municipal Codes, Regulations and determinations of the local Concessionaire and, in cases of omission, obey the corresponding ABNT Norms.

The following environmental protection measures shall also be considered:

- Provide facilities for construction sites capable of meeting the demands of the construction works, avoiding unplanned expansions;
- Do not locate the construction sites in places close to areas of environmental interest, areas of interest for natural and cultural heritage or similar;
- Reduce plant suppression to a minimum to install the construction sites, removing only the trees needed for construction;
- Equipment yards shall have security measures to avoid spillage of any substances capable of contaminating the environment;
- Regulate and allocate surface water;
- Deploy and properly operate crushing facilities, soil processing and asphalt plants, observing water resources, rivers, lakes and ponds, as well as urban uses, hospitals, schools, etc.;

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- Provide for deposits of bituminous and/or toxic materials in locations where they do not harm the environment, following safety rules established in the current laws and regulations;
- Regulate the work shift, which shall end at no later than 10 pm and shall not start before 7 am, except in cases expressly authorized by the Inspection.

#### **3.3.4.2 OPERATIONS**

Water available for human consumption must be drinkable.

- The garbage must be properly conditioned, to be removed by the public cleaning services.
- The areas used for stockpiling mineral materials, asphalt or machinery shall be completely clean, including material spilled during operation. Asphalt tanks, drums and other materials rendered useless shall be collected and disposed of in a selected waste container.
- Preventive measures shall be taken to prevent outbreaks of endemic diseases in urban areas, such as dengue, and a visit by the municipal health inspection to the borrow pit shall be requested.
- Vehicle flow signaling conditions shall be carefully planned out.
- The following environmental protection measures shall also be considered:
- In the event of an accident with toxic products and/or contaminating substances, immediately notify the Inspection and take appropriate measures to contain and eliminate the contamination process;
- Seek to recruit part of the labor in the neighborhoods of the construction works;
- Support actions for environmental education and health of the workforce in the construction site.

#### **3.3.4.3 DEMOBILIZATION**

When the demobilization of the construction site takes place, the necessary steps shall be taken to recover the land used, removing floorings, areas with concrete, debris, grounding the pit and tank, topography regularization and surface drainage.

The material from the cleaning of the organic layer shall be spread over the area occupied, aiming at a faster recovery of the vegetation that was eliminated when the installation took place.

#### **3.4 HERITAGE REGULATIONS**

No changes in the design, be it in the plans, cuts, details or descriptions of technical specifications, whether or not they determine the change in the price of the construction works, may be executed without the prior and express approval granted by the Contracting Party, and to this end, if said situation exists, the CONTRACTED Party shall, in a timely manner, notify in writing the Inspection, which shall previously submit the consent of the authors of this project. In no hypothesis, or by default, may the CONTRACTED Party modify the project or its specifications, with such a situation being considered a serious fault, leading to demolition, redoing services, as well as depositing or applying materials and equipment in contradiction to the specifications, entailing the removal and replacement in compliance with whatever is foreseen in the project and its specifications.

All the materials to be used in the execution of the construction works shall be new, of first use, proven to be of the highest quality, and shall strictly satisfy the conditions stipulated in these Technical Specifications, unless there are express and diverse provisions agreed upon by all parties involved, whose prescriptions shall prevail. All

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expenses necessary to change designs, or to carry out tests or trials that may prove necessary to prove quality or equivalence of materials or equipment proposed in disagreement with the design specifications shall be borne by the CONTRACTING PARTY.

The brands and products indicated in the designs, specifications and lists of materials permit the equivalent or similar if their performance is duly proven through

tests and trials provided for by the standards and provided that they are previously accepted by the INSPECTION.

The equivalence and similarity indicated is in regard to meeting the requirements and minimum performance criteria that are specified and standardized, the matching of visual aspects (appearance/finish), manufacturing materials, functionality and ergonomics. The equivalence and similarity shall be evaluated by the INSPECTION before the actual provision, upon presentation of the material proposed by the CONTRACTED PARTY, technical reports of the material or product, comparative technical reports of the specified product and the alternative product, issued by reputable laboratories, with the costs hired by the CONTRACTED PARTY.

If deemed necessary, the INSPECTION may request the CONTRACTED PARTY to submit information, in writing, on the places of origin or on certificates of conformity or on tests relating to the materials, devices and equipment it intends to apply, employ or use, in order to prove their quality. Tests and checks shall be provided by the CONTRACTED PARTY without charge to UFPR and performed by ABNT-accredited laboratories or others approved by the INSPECTION. The CONTRACTED PARTY shall submit for approval of the INSPECTION, samples of materials to be used, and each lot or batch material shall be compared with the respective sample that was previously approved by the INSPECTION.

After being authenticated by the INSPECTOR and the CONTRACTED PARTY, the samples shall be carefully maintained at the construction site until the end of the construction works, in order to provide, at any time, verification of its perfect correspondence with the materials supplied or already employed. For similarity purposes aimed at comparing materials/equipment, the following shall be considered:

**EQUIVALENT:** Materials or equipment that present total similarity or equivalence, that perform the same constructive function and present the same characteristics required in the specification or procedure that refer to them. Whether of equal value or price. Equal in strength, intensity or quantity.

**SIMILAR:** Materials or equipment that present partial or related similarity, that perform the same constructive function, but that do not have the same characteristics required in the specification or procedure that refer to them. Of the same nature, similar, alike, but without meeting the specifications.

It is important to highlight that the properties on which construction works shall take place are listed by CONDEPHAAT (Council for the Defense of Historical, Archaeological Artistic and Tourism Heritage of the State of São Paulo) according to the resolution issues on September 13, 1972, inscribed in the Heritage Listings book under No. 122, page 21, on July 3, 1979.

The listed object follows Decree-Law No. 25 of November 30, 1937. The following stands out:

*Article 17 - The listed things may not, under any circumstances, be destroyed, demolished or mutilated, or without prior authorization from the service of the National Historical and Artistic Heritage Service, be repaired, painted or restored, under penalty of a fine of fifty per percent of the damage inflicted.*

*Sole paragraph: In the case of assets belonging to the Union, the States*

*and Municipalities, the authority responsible for the violation of this article will personally incur the fine.*

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Therefore, it is important to note that the design delivered for the construction works was approved and authorized by CONDEPHAAT for the execution of the services described therein. Any and all changes shall be approved again.

### **3.5 COMPLEMENTARY STANDARDS AND PRACTICES**

The execution of services and construction works, renovations or expansions of building projects or a set of building projects shall also comply with the following Complementary Standards and Practices:

- Design, Construction and Maintenance Practices for Public Buildings;
- ABNT and INMETRO rules;
- Federal, State and Municipal Codes, Laws, Decrees, Ordinances and Standards, including standards for public utility companies;
- Instructions and Resolutions of the Organs of the CREA-CONFEA System;
- Code of Works and Buildings of the Municipality of São Bernardo do Campo.

### **3.6 CONSERVATION AND USE MANUAL**

At the end of the construction works, before their definitive delivery, the CONTRACTED PARTY shall submit the Conservation and Use Manual containing the Operation and Maintenance Guidelines for monuments, and this Manual shall be attached to the existing one delivered by the company contracted for the restoration project, and its presentation shall comply with the following format: a) the Maintenance and Conservation Manual shall meet the manufacturers' specifications of all equipment, the relevant technical standards, the warranty terms and the national technical assistance network, as well as recommendations for the maintenance and conservation of such equipment; b) the Operation and Use Guidelines shall include all recommendations provided by equipment manufacturers regarding their functioning and operations, so as to enable their proper use.

### **3.7 INSPECTION**

#### **3.7.1 PURPOSE**

Establish general guidelines for Inspecting services and construction works, complementations, renovations or expansions of a building project or set of building projects.

#### **3.7.2 TERMINOLOGY**

For the strict purposes of this Project, the same, constant definitions of the General Terminology are used.

#### **3.7.3. GENERAL CONDITIONS**



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The following general conditions shall be observed:

- The Contracting Party shall maintain, from the beginning of the services and construction works until their definitive receipt, at its sole discretion, an Inspection team made up of professionals qualified as it deems necessary for the monitoring and control of the construction works.
- The Contracted Party shall facilitate, by all means at its disposal, the broad action of the Inspection, allowing access to services and works in progress, as well as promptly meeting requests made to it.
- All acts and instructions issued or arising from the Inspection shall be considered
  - ☐ as if performed by the Contracted Party.
- The Inspection should perform, among others, the following activities:
  - Maintain a complete and updated file of all relevant documentation work, including the contract, specifications, budgets, schedules, Work Diary, daily reports, test certificates and tests of materials and services, prototypes and catalogs of materials and equipment
  - ☐ applied to services and works;
  - Analyze and approve the design of the temporary facilities and construction site submitted by the Contracted Party at the beginning of the construction works;
  - Analyze and approve the execution plan and detailed schedule of services and works to be submitted by the Contracted Party at the beginning of the construction works;
  - Promote periodic meetings at the construction site for analysis and discussion of the progress of services and construction works, clarifications and measures necessary to fulfill the contract;
  - Clarify or resolve inconsistencies, failures and omissions verified in the drawings, memorials, specifications and other elements of design, as well as providing information and instructions necessary for developing the construction works;
  - Resolve doubts and issues pertaining to the priority or sequence of services and construction works in progress, as well as to the interference and interfacing with the Contracted Party's work with the activities of other companies or professionals that may be hired by the Contracting Party;
  - Promote the presence of the Authors of the designs at the construction site, whenever this is necessary to verify the exact correspondence between the conditions of actual execution and project parameters, definitions and concepts;
  - Suspend and/or request any service that is not carried out in accordance with the project, technical standard or any official provision applicable to the object of the contract to be redone;
  - Request the replacement of materials and equipment deemed defective, inappropriate or inapplicable to services and construction works;
  - Request to carry out tests, examinations, checks and any necessary evidence for the quality control of services and construction works covered by the contract;
  - Exercise strict control over the schedule for the execution of services and construction works, approving any adjustments that may occur during the development of constructions;
  - Approve parts, stages or the totality of services performed, checking and attesting to the respective measurements, as well as checking, viewing and referring invoices issued by the Contracted Party for payment;
  - Check and approve the replacement of materials, equipment and services requested by the Contracted Party and permitted in the Set of Specifications, based on the proof of equivalence between the components, in accordance with the requirements established in the Set of Specifications;
  - Check and approve the execution of services and construction works devised in compliance with the requirements set out in the Set of Specifications;
  - Request the replacement of any employee of the Contracted Party who hampers or hinders the Inspection's action, or whose presence at service and construction sites is deemed detrimental to the progress of the construction works;



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- Check and approve drawings “as-built” devised by the Contracted Party, recording all modifications made to the original project, in order to faithfully document the services and construction works actually performed.

Any assistance provided by the Inspection in interpreting drawings, descriptive memorandums, specifications and other design elements, as well as in conducting the construction works, shall not be invoked to exempt the Contracted Party from liability for the performance of the services and construction works. Communications between the Inspection and the Contracted Party shall be carried out through official correspondence and annotations or records in the Work Diary.

The Work Diary, with pages numbered in 3 (three) copies, 2 (two) detachable, shall be devoted to the registration of facts and communications that have a contractual implication, such as: design modifications, completion and approval of services and construction steps, permits to perform additional works, approvals to replace materials and equipment, adjustments to the schedule and the service and construction work design, irregularities and measures to be taken by the Contracted Party and Inspection.

Meetings held at the service and construction sites shall be documented through Meeting Minutes devised by the Inspection and containing, at minimum, the following elements: date, name and signature of participants, subjects dealt with, decisions and those responsible for the steps to be taken.

### **3.8 INSURANCE AND LIABILITY**

The CONTRACTED PARTY undertakes to keep the following insurance policies, forwarding a copy of the policies to the CONTRACTING PARTY:

- Builder's Public Liability Risk Insurance;
- Occupational Accident Insurance; and
- Various risks of physical accidents at the construction site, in addition to others required by the relevant legislation.
- Expenses resulting from occupational accidents, including those related to subcontractor and/or outsourced company employees not covered by insurance, shall be borne by the CONTRACTED PARTY.
- The CONTRACTED PARTY shall bear the costs, responsibility and risk for the consequences of:
  - Its negligence, malpractice and/or omission;
  - Infiltration of any kind or nature;
  - Unlawful act by it, its employees or third parties in everything that refers to the construction works;
  - Accidents of any nature involving materials, equipment, employees, whether its own or those of third parties, in the construction works or as a result of it.

In the event of a fire or any accident on the construction site that affects the works for which the CONTRACTED PARTY is responsible, it shall have, regardless of insurance coverage, a maximum term of 24 hours, from the notification of the CONTRACTING PARTY, to start the repair or reconstruction works of the affected parts.

The CONTRACTED PARTY undertakes to maintain constant and permanent surveillance of the works performed, materials and equipment, bearing all responsibility for any losses and damages that may occur.

The CONTRACTED PARTY shall have full responsibility for executing the construction works and services, and equal responsibility for the services performed by third parties under its management, in such a way that there is no contractual link whatsoever between the CONTRACTING PARTY and any potential subcontractors.

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Invoices issued by any subcontractors shall always be in the name of the CONTRACTED PARTY, whereas issuance of invoices to the CONTRACTING PARTY is strictly forbidden.

The CONTRACTED PARTY is responsible for the conservation of services rendered, including in case of erosion, and it shall remain responsible for securing and maintaining the construction site surveilled and maintaining security until the Definitive Receipt.

### **3.9 MEASUREMENT AND RECEIPT**

#### **3.9.1 PURPOSE**

To establish general guidelines for the measurement and receipt of construction services and works, renovations or expansions of a building project or set of building projects.

#### **3.9.2 TERMINOLOGY**

For the strict purposes of this Project, the same definitions in the General Terminology are used.

#### **3.9.3 GENERAL CONDITIONS**

The following general conditions shall be observed:

For purposes of measurement and payment, only those services and construction works that are effectively executed by the Contracted Party and approved by the Inspection shall be considered, upholding the strict correspondence with the design and its modifications expressly and previously approved by the Contracting Party.

The measurement of services shall be devised by the Contracted Party on a monthly basis through measurement spreadsheets, surveying records, calculations and graphs necessary for the specifications and determination of the quantities of services actually performed, considering the services performed and approved by the INSPECTION, and based on the specifications, projects and the physical-financial schedule.

Specifications and quantifications of services and construction works considered in the measurement shall strictly respect the budget spreadsheets attached to the contract, including criteria for measurement and payment.

The Contracting Party shall pay the invoices issued by the Contracted Party based on the service measurements approved by the Inspection, in compliance with the conditions established in the contract.

Receipt of services and construction works carried out by the Contracted Party shall be carried out in two successive stages:

- In the first stage, after the completion of services and official request from the Contracted Party, through an inspection carried out by the Inspection and/or the Commission for Receipt of Works and Services, the Provisional Receipt shall be issued;
- At this stage, the Contracted Party shall deliver the catalogs, brochures, and manuals of assembly, operations and maintenance for all facilities, equipment and components relevant to the object of the services and construction works, including warranty certificates;

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- After the inspection, through an official communication from the Inspection, corrections and additions deemed necessary to the Definitive Receipt shall be designated, and the term for the execution of the adjustments shall be set;
- In the second stage, after completing corrections and additions, and the official request made by the Contracted party, with a new check carried out by Inspection and/or Commission for the Receipt of Works and Services, the Definitive Receipt shall be carried out;
- The Definitive Receipt shall only be made by the Contracting Party after submission by the Contracted Party of the Clearance Certificate provided by the INSS, FGTS Collection certificate and proof of payment of the other fees, taxes and charges levied on the object of the contract.

### **3.10 RECEIPT OF WORKS AND SERVICES**

Upon completion of the construction works, the CONTRACTED PARTY shall formally request the Term of Provisional Receipt of works and services, object of the Contract, and it shall be the responsibility of the CONTRACTING PARTY to comment on it within 15 (fifteen) days.

In order to proceed with the provisional receipt of the works and services, the CONTRACTING PARTY shall appoint a Commission, composed of at least 3 (three) members, which, after inspecting the works, shall draw up the relevant Provisional Receipt Term, whose report shall be communicated to the CONTRACTED PARTY.

Any Services which, at the Commission's discretion, fail to comply with the established conditions or with the applicable technical standards, shall be rejected and registered in a Letter of Objection, such that the CONTRACTED PARTY shall take all necessary measures to remedy issues verified within the term set by the Commission, without this being characterized as a contractual amendment and notwithstanding the application, by the CONTRACTING PARTY, of the penalties provided for in the contract.

If the failures are not corrected within the established term, the CONTRACTING PARTY may file suit claiming all relevant losses and damages, and notwithstanding the foreseen penalties.

The CONTRACTING PARTY may, in any case of its interest, and provided services are not impaired, partially receive, for the immediate free use of any

stages, parts, services, areas or facilities of the construction works, under the Terms of the Provisional Partial Receipt.

Once the Term of Provisional Receipt of Work is granted, the CONTRACTED PARTY shall keep the grounds secure until their occupation and final receipt.

Up to 30 (thirty) days after the deadline for observation of the construction works, as determined in the "Object Receipt Conditions," effective the Term of Provisional

Receipt and after the inspection that proves the suitability of the object to the contractual terms, the Final Receipt Term shall be issued.

The Closing Term of the contractual obligations shall be drawn up, provided there are no pending issues to be solved, after issuance of the Final Receipt Term and submission, by the CONTRACTED PARTY, of the Clearance Certificate - CND issued by the INSS in its original copy, and the Clearance Certificate or ISS payment receipts, specific to the construction works, as well as the Worker's Fund Certificate, to the FGTS.

Up to 1 (one) year after the date of the definitive receipt of the works and services, the CONTRACTED PARTY, without any burden to the CONTRACTING PARTY, shall be responsible for the services rendered, notwithstanding the provisions of article 1.245 of the Brazilian Civil Code and the Consumer Code.



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All equipment, when installed, shall have a minimum warranty of 12 (twelve) months, effective the date of the final receipt, whereas during that term the CONTRACTED PARTY shall be solely responsible for maintaining/repairing them with the manufacturers, without any burden to the CONTRACTING PARTY, including in regard to replacing parts.

São Paulo, September 12, 2019.

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OFFICEPLAN Planning and Management

Architect Luís Antonio Pupinski

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