

ANNEX 2 – SPECIFIC OBLIGATIONS

Article 1. Works insurance

For the proper implementation of the works, the Contractor is obliged to have the construction works insured against all risks (civil liability and insurance to third parties), including cases of damage due to force majeure.

Article 2. Study of project execution conditions

The Contractor accepts with his offer that he/she has fully studied the nature and location of the works, the general and local conditions, mainly regarding the conditions of finding, transporting, depositing and storing materials, the existence of labor, water, electricity, the volatility of weather conditions, the possibility of flooding of streams and generally all natural conditions in the area of the works, the configuration and condition of the soil and subsoil, the type, quality and quantity of materials and water above and below ground, the type and means that will be required before the commencement and during the period of works and any other matters which in any way may affect, in connection with the contract; the work or its cost. In particular, he/she studied and took into account in the offer the load and traffic conditions of vehicles and the existence and operation of projects and public utility networks (pipelines, sewerage in general, etc.). It is noted that the responsibilities for correspondence and consultations that may be needed with the various Public Utilities all belong to the Contractor. All such actions will be done with the knowledge of the Supervising Authority.

The Contractor acknowledges that interference is expected from other Contractors of other projects and for this reason has taken into account these charges in the contractual prices of the offer and in the detailed construction program and that no such interference will be the basis for additional compensation to the Contractor. The Contractor shall cooperate with all other Contractors under the instructions of the Supervising Authority, and undertakes the obligation not to obstruct the execution of any other works or works of a public sector body, which may be affected by the works of the present assignment, to protect existing constructions from any damage or interruption of their operation and without reducing its liability to restore or contribute to the immediate restoration of damages or interruptions.

For the inspection of existing network pipelines, etc., if requested by the Supervising Authority, the Contractor will submit a detailed special report and construction drawings. This special report and the plans will accompany the detailed work programme. These works include all those necessary for the diversion or arrangement and generally the control of existing pipelines, networks or streams, etc. without disturbing their operation. The works for the inspection of the existing pipelines (water supply, sewerage, etc.) as specified above will begin before the start of the works of the works to be constructed and will end after the completion of the works and the final restoration of the trenches. Upon signing the Contract, the Supervising Authority is obliged to make available to the Contractor the approved final design of the project. The Contractor has the obligation to make good and faithful execution of the approved plans and documents and has no right, without prior written order of the Supervision, to modify them. The Contractor must, in any case where he considers that a change in the plan of the approved design would be technically and economically beneficial to the project, to inform the Supervising and Contracting Authority, who may accept or reject the proposed change.

Article 3. Personnel of the Contractor

The Contractor is obliged to establish at the place of execution of the project, an office with specialized and experienced technical staff, i.e. at least one Civil Engineer with ten years of experience in corresponding projects, who will be present daily to direct and monitor the project and at any time requested will be at the disposal of the Supervising Authority. The Contractor is also obliged to submit a list of the persons who will be authorized to replace them above mentioned in their absence. The foremen of the Contractor must be able to assist him in the execution of works, measurements, etc. The craftsmen must have the required suitability for the purpose for which they are used.

The Supervising Authority may always order the removal of personnel deemed justifiably unsuitable or the reinforcement of the contractor's workforce.

Article 4. Contractor's compliance with the contract and the orders of the Supervising Authority.

The Contractor must comply with the provisions of the Special Conditions and other elements of the contract, as well as with the written orders of the Supervising and Contracting Authority. The Contractor has no obligation to comply with the orders given to him orally but only with the written orders or service notes of the Supervising Engineer certified by relevant documents of the Supervising Authority.

Exceptionally, in urgent cases, the Contracting and Supervising Authorities' order for amendments or additions may also be given orally at the site of the works. In this case, a relevant entry must be made in the project logbook. If such an order is given by the supervisor, he shall forthwith inform the Contracting Authority in writing of the issue of a proper order issued within three working days of such written notification. If this order partially or totally alters the orders of the supervisor, the Contractor shall be compensated for the work he has carried out, in accordance with the order of the supervisor, until the order of the managing department is received.

Article 5. Sources of aggregates – Disposal of surpluses

The Contractor must supply at his own risk and expense all aggregates that will be required for the execution of the project.

The aggregates (gravel paving, pipeline encapsulation, drainage, etc.) that will be used in the project will be crushed quarry materials. The Contracting Authority does not undertake any obligation for the expropriation of land suitable for the production of materials to be used by the Contractor in the project, therefore he must include in the prices he will offer all the necessary costs for the supply from quarries, mines, etc. of the necessary aggregates, or for the lease or purchase of land for the production of these materials.

The costs of construction and maintenance of access roads, transportation of materials from whatever source they may be received, etc., should also be included in the offer. No claim from the Contractor for payment of any other compensation due to any additional transport or adverse conditions of lease of quarries, mines, etc., disclosure and creation or exploitation thereof, etc.

Unsuitable or surplus materials shall be laid out, following a proposal by the contractor in appropriate areas and after approval by the Supervising Authority. In case it is not possible to deposit the excavated products in pre-approved areas, the Contractor must find and use other suitable areas, with the approval of the service without any special compensation.

Article 6. Quality of Materials – Inspections

The Contractor must procure at his own risk and expense all the materials that will be required for the execution of the project.

The receipt and quality control of the materials used in the construction of the project or incorporated in it, is done by the Material Receipt Committee appointed by the Supervising Authority.

The materials must be of excellent quality and meet the terms of the respective applicable National Technical Specifications. They must also carry ELOT and/or ISO certificates, which are submitted to the Supervising Authority.

Samples of materials must be submitted for approval before use. Materials and other articles used without the above certificates and approval shall be rejected if their unsuitability is established. The required samples and descriptive data will be taken in a timely manner by the Contractor before use and will be examined by the Supervising Authority. Then, when required, samples will be sent for examination to an appropriate state material testing laboratory. For this reason, those will be properly packaged, with the name of the material and factory and the commercial materials and for aggregates the place of origin, the name and location of the project and the name of the Contractor, as well as that the materials to be used correspond to the sample. The type of inspection to which the materials will be subjected shall also be indicated. Any relevant cost will be borne by the Contractor and is included in its percentage of overheads and benefits.

If during the implementation of the project, the Supervising Authority considers that the materials to be used do not meet the requirements of the specifications or are generally unsuitable, the Supervising Service orders the non-use of the materials. If the Contractor disagrees, the materials are not used unless their suitability is judged by laboratory testing performed by recognized laboratories. The cost of laboratory investigations shall be paid in advance by the contractor and shall ultimately be borne by him if the unsuitability of the materials is proven. Otherwise, the cost shall be borne by the client and reimbursed to the contractor from the project appropriations.

Article 7. Inspections – Construction Test

The supervising Authority will proceed whenever is deemed appropriate and at the expense of the Contractor to inspections and tests of the structures, in order to ascertain, inter alia, their quality and effectiveness. The controls - tests are:

- Waterproofing of tanks and wells.
- Tightness of pipelines.
- Operation of gravitational networks

Article 8. Mechanical equipment

The Contractor must procure at his own risk and expense all the mechanical equipment that will be required for the execution of the project.

The mechanical equipment provided by the Contractor will be in excellent working condition and will be maintained normally.

If, however, and at the absolute discretion of the Supervising Authority, the mechanical etc. means introduced into the project are not deemed sufficient for the timely completion of the works, then the Contractor is obliged, within ten days from a written order of the Service, to reinforce the existing on-site mechanical equipment, etc. in accordance with the instructions of the Supervising Authority.

The Contractor must check the proper operation and operation of machinery (earthmoving and material handling), lifting machinery, vehicles, installations, machines and other work equipment (safety belts with

ascent and descent mechanism, escalators, portable ladders, etc.) in accordance with the applicable institutional framework (Presidential Decree 1073/81 (no.17, 45-74), Law 1430/84 (no.11-15), Presidential Decree 499/91, Presidential Decree 395/94, as amended and in force: Presidential Decree 89/99, Presidential Decree 304/00 and Presidential Decree 155/04, Presidential Decree 105/95 (annex. IX), Presidential Decree 305/96 (no.12 annex IV part B section II par.7 - 9), JMD 15085/593/03, JMD no.D13e/4800/03, PD 57/10, L.3850/10 (no. 34, 35)).

The construction machinery according to Presidential Decree 305/96 (art.12 annex. IV, Part B, Section II, par.7.4 and 8.5) and Presidential Decree 304/00 (no.2), must be accompanied by the following information:

- License plates
- Authorization
- Evidence of insurance.
- Proof of payment of road tax (use)
- Machine operator licenses according to Presidential Decree 305/96 (art.12, appendix. IV, Part B, Section II, para. 8.1.c and 8.2) and Presidential Decree 89/99 (appendix. II, par.2.1). Please note that the machine operator's license accompanies the operator.
- Certificate of safe operation of the work equipment (proper assembly - installation, good operation) and maintenance file in which the results of the tests will be recorded in accordance with Presidential Decree 89/99 (art. 4a par.3 and 6).
- Certificate of re-inspection of lifting machine, instructions for use, maintenance and corresponding book of maintenance and controls according to JMD 15085/593/03 (art.3 and art.4. par.7).

Article 9. Deadline for completion – Timetable – Indicative/exclusive partial deadlines – Detailed programme – Logbook – Progress of work – Penalties

The Contractor within fifteen days from the signing of the Contract must submit to the Supervising Authority for approval a detailed program, showing the order of execution of the works. This plan will also be drawn up in the form of a project progress diagram (GANTT diagrams) so that the sections, their value (financial disbursement plan) and the time limits for completion of the project are clearly shown, as well as the mechanical means to be used at each partial deadline. This program must be returned to the contractor, approved or modified, partially or totally, within fifteen (15) days of its submission.

The Contractor must use each time adequate crew of technicians and workers and mechanical means of construction or work overtime on Sundays and holidays and train night crews, without being entitled for this reason to additional compensation, if this is deemed necessary to ensure the execution of the works in accordance with their above progress program. The Supervising Authority, if it considers that the rate of progress of the works is not satisfactory and in accordance with the work schedule, may require the Contractor to increase the number of his crews, overtime on working days and the number of machines and generally to take all measures necessary to accelerate the progress of the works. The Contractor must comply with the relevant orders of the Supervising Authority, without additional compensation.

The non-compliance of the Contractor with the above orders and the proven unjustified delay in the execution of the works according to the above program, gives the Contracting Authority the right to terminate the contract and deprive the Contractor of the right to continue the project. The non-exercise of the above rights of the Contracting Authority does not release the Contractor from any obligation arising from the contract.

The Contractor must keep a detailed logbook of works and weather conditions. The logbook should be filled in daily and should be indicated in a concise manner, in particular:

- (a) Round-the-clock weather conditions;
- (b) Figures for staff employed by categories and staff on day off due to late payment by the employer;
- (c) The machinery used and machinery which is on a daily holiday as a result of the employer's late payment;
- (d) Location and description of operations. Indication of the work for which there is no progress or is not being carried out, and the reasons for this,
- (e) Time of start and end of critical tasks within the day;
- (f) Arrivals and departures of main equipment;
- (g) Traffic conditions. Also record modifications or problems with settings and related equipment,
- (h) The materials presented, the operations carried out;
- (i) Laboratory tests;
- (j) Delays, difficulties, accidents, damage, abnormal circumstances causing delays, the time for temporary suspension or resumption of work;
- (k) The instructions and observations of the oversight bodies;
- (l) Emergencies; and
- (m) Significant visits or communications with the State or local authorities or roadside owners;
- (n) Any other relevant information relating to the project.

Article 10. Topographic works – Applications on ground – Implementation plan

The Contractor is obliged to provide, for the exclusive use of the Supervision Authority, throughout the execution of the works, all the control instruments, auxiliary accessories and the appropriate personnel, which are necessary for all topographic inspections that will be required in all phases of construction of the project. The Contractor, before commencing any permanent work, must install an integrated system of permanent altitude starting points (REPERES) in the various parts of the project.

Any work necessary at the discretion of the Supervising Authority for the application on the territory of the approved engravings, shall be carried out with care and expense of the Contractor, in accordance with the instructions of the Supervising Authority, which shall check the accuracy in accordance with the applicable regulations. The costs of the above works in materials, means and personnel shall be borne by the Contractor.

During the construction of the project, it may be necessary to draw up plans, diagrams and tables, implementation plans necessary both for the good and timely execution of the works and for their easier monitoring.

Three (3) days prior to the construction of the respective work, harmoniously and in accordance with the approved syllabus, the Contractor is obliged to submit to the Supervising Authority the implementation plan that will be drawn up at his own expense. The submitted drawings must contain all the necessary components and a description of the construction methods and will be accompanied by a technical report containing the necessary calculations, so that the Supervising Authority after inspection and corrections will return the drawings to the Contractor in three (3) days. In case the redrafting of the implementation plans by the Contractor is required, he is obliged to submit them again for review in two (2) days and the Supervising Authority finally returns them in two (2) days validated. Thus, the total time from their submission by the Contractor until their return to him should not exceed a total of seven (7) days.

Approval of implementation plans should not be considered:

- i. That it allows any departure from the terms of the contract.
- ii. That it relieves the Contractor from liability for any error contained in the details of the implementation plan, such as dimensions, material indications, etc.
- iii. That it constitutes approval or acceptance by the Contracting Authority and its representatives of deviations from the draft details delivered to the Contractor by the Contracting Authority and appearing in the implementation plans, but not justified by a special report submitted with them, in accordance with the following paragraph.

If, for any reason, the Contractor, during the execution of the works, finds the need for deviations or variations from the drawings, diagrams, tables and other elements of the Contract delivered to him by the Contracting Authority, he must include these deviations and variations in the implementation plans he will necessarily submit and a relevant supporting report, describing and justifying them in detail. The approval of the submitted variations or deviations, in whole or in part, depends on the Contracting Authority, so the relevant terms of the contract are adjusted, which are validated in writing by the Authority.

The omission of such variations or deviations or their inclusion in the drawings without submission of the relevant supporting report shall be imputed to the Contractor.

Article 11. Elevation and Horizontal elements

Upon signing the Contract, the Contractor must be ready so that, in application of the approved design, he will make in parts and in accordance with the worktable and the detailed execution program the engraving, piling, leveling, etc. of the axes of all kinds of pipelines for their installation the execution of excavations is to begin. The work will be performed by a qualified engineer who will be hired with care, expense and responsibility of the Contractor.

The Contractor may not raise any objection if in parts of the pipelines the alignment, for various reasons, does not follow the direction and layout set by the approved design. The Supervising Authority may decide to modify the alignment. If there are no dense fixed altitude starting points in the area of the works, the Contractor must thicken them. The determination of the absolute altitudes of the new starting points will be done with double geometric leveling from existing elevation starting points that will be given by the Service. In case of discrepancies between the topographic diagrams of the study and the actual terrain elements, the Contractor must adjust the alignment of the axes appropriately after consultation with the supervision and taking into account the main objective from a hydraulic point of view purposes of the study.

The Contractor will capture the required details on a scale of 1:20 and will numerically indicate the necessary dimensions and altitudes. He is also obliged to identify the locations of installations (water, electricity, telephone) which affect the execution of the project. The identification of the elements, where there are control shafts, will be done through their mouths. The Contractor will reveal the covered manhole covers at the locations where he will be informed by the Supervising Service that there are pipelines.

The Contractor is not entitled to any additional remuneration for the identification of the elements of the existing wells, the preparation of plans for the works that exist in general and for the execution plans, because this fee is included in the prices of the Invoice. In places where there are no visiting wells, the identification of technical data will be done by research sections. The research sections will be made only

at the request of the contractor for each of them and will be executed after a written order of the Supervising Authority and will be compensated in accordance with the articles of the tender invoice. Without an order from the Supervising Service, research sections will not be compensated.

Before the execution of the research sections, the Contractor submits to the Supervising Authority for approval a list of the pipeline sections. After the execution of the exploratory sections, the Contractor submits to the Supervising Authority drawings of the sections on an appropriate scale, where the location of the technical elements-pipelines of utilities will be presented. which were detected during the execution of the incisions. The number and correct selection of the locations of the above sections is left to the sole responsibility of the Contractor. The Service must respond within three (3) working days of submission. When this deadline has passed, the list shall be deemed to have been adopted.

The implementation plans will include a general horizontalization of the works, especially the pipelines and their nearby building and street lines at a scale of 1:1000. Data of the topographic background as well as details of the building and street lines will be supplied by the Contractor from the Supervision Authority. The mapping of the networks and of all technical work will be done in the system of EGSA 87. The pipeline lengths will be delivered at a scale of 1:1000 for lengths and 1:100 for heights and will depend on the elevation network of the Supervision Authority. The drawings of the civil engineering works will be delivered on an appropriate scale and appropriate cross-sections, where necessary (e.g. to determine at important points the relative position of the new pipelines to the old ones), always taking into account the objective hydraulic purposes of the study.

If the Contractor during the execution of the project finds the existence of hidden obstacles, he must immediately notify the Supervising Authority and wait for the appropriate instructions regarding the execution of the project. Delay or modification or cancellation of works for this reason does not create any right to compensation to the Contractor, but it is understood that in this case a corresponding extension of the deadline is mandatory for the Contracting Authority.

When an independent part of the network is completed, the Contractor is obliged within three (3) days to submit to the Contracting Authority the following information:

- i. Horizontal laying of pipelines and civil engineering works, such as visiting wells, private connections, etc.
- ii. The positions of the altitude starting points of the area that will be marked with a serial number in the horizontography with their altitudes.

The Contractor is not paid particularly for the above works, because it is considered that their cost is included in the overhead costs of the prices of earthworks and civil engineering works. The delivery of the above plans is a prerequisite for the preparation of the measurements of the accounts, the protocols for the receipt of hidden works and the protocol for the provisional acceptance of the project.

The Contractor is obliged to provide, upon completion of the project and without payment of any additional fee, the finalized construction drawings of the project in accordance with the instructions of the project supervisor. The coordinates of the constructed control wells and pavement will be according to EGSA 87.

Article 12. Excavation of trenches – Backfillings – Demolitions

The excavation of trenches for the installation of pipelines and the execution of technical works shall be carried out in accordance with the execution plans (certified by the Supervision Authority) and the on-site instructions of the Supervision. The depths and widths of the excavation bottom where the

implementation of the drawings of the approved design is not possible, shall be determined by the Supervisor according to the specific local conditions and the intended degree of safety of each pipeline. The aim is to ensure sufficient coating thickness, measured from the projected final ground level and bottom width sufficient to make it easy to construct, lay and assemble pipelines. The slopes of the trenches shall be vertical and appropriately supported. Where the conditions of the project so require, the Service may determine slope slopes by means of a document.

Excavations other than those specified in the plans or by the Supervising Authority are not recognized without its prior written order, nor are other works carried out due to additional excavation (backfilling, pavement restorations, etc.) recognized. The Contractor must propose to the Supervising Authority the modifications which, in his/her opinion, are required and concern slopes, use of retaining etc.

The excavated products shall be temporarily placed on the lower than the cross-section side so as not to be carried away by water towards the trench. The excavation of ditches and subsequent works up to and including their refilling must be carried out at the fastest possible pace, especially in areas with heavy traffic, so as not to maintain for long the irregularities caused to pedestrian traffic, cars, etc. by the existence of the ditch, soil, etc. It is particularly emphasized that the Contractor is obliged not to leave a part of a trench of any length in which the works will not have been completed (from excavation to its refill).

The Contractor must ascertain the possible existence of obstacles before excavations begin, gathering the required information from the competent Services, in order to avoid damages and accidents. Particular care will be taken not to damage underground cables, water supply networks, etc. Where residential water pipes meet, they must be properly supported and protected. Passage next to poles will be treated with complete and safe special support of the side of the trench at the necessary length and depth, with the appropriate safety measures each time. The existence of makeshift or temporary buildings, e.g. kiosks, will not normally be a reason for changing the route of the pipeline. Unforeseen obstacles will be dealt with according to the specific circumstances.

At trench junctions with roads of significant traffic, after excavation, the Contractor is obliged to temporarily restore traffic by constructing a temporary bridge upon the recommendation of the Supervision Authority. The Contractor must, during the excavation of the ditches, take all necessary safety measures to prevent damage to the works or to third parties and in particular to prevent accidents.

The characterization of the quality of the soils excavated will be determined by protocol by the competent body designated by the Supervising Authority / Soil Characterization Committee and its acceptance (in total or with reservation) by the Contractor. In this protocol, the indications of the cross-sections are written and for each one the proportion to the percent of the excavated soil, according to the values of the offer. Regarding the prices of the offer for earth, semi-rocky and rocky soils, which in principle include all soils where all excavations can be carried out by hoe, it is emphasized that the same prices apply in case the Contractor uses other tools in addition to hoeing, provided that their use replaces excavations with hoes.

The price of the excavation of the trenches or sections includes the configuration of the slopes of the trenches that will be done by any means.

Trench backfills will generally be performed after the complete installation of the respective pipelines and their successful tightness test. Specifically, after the successful testing of the pipeline, its protective backfill is made carefully and until filling thickness of at least 20 cm is completed along the entire length of the pipeline with sand. During the execution of this protective layer, special care will be taken to fill all gaps, especially under the pipeline, so that it is well supported and protected. Then, after the protective

layer is finished, the Supervising Authority will check the condition of the pipeline and then the Contractor will proceed to the additional backfilling of the trench. The backfilling of the trench will be made with gravel or sand or torrent material as such, always according to the standard cross-sections, while excavation products will be used in cases where the Supervising Authority deems their suitability. All measures will be taken to exclude any appreciable future subsidence. It is necessary to strictly apply the technical specifications relating to the compaction of backfills. In cases where the ditch intersects with roads of heavy traffic, it is possible, upon the recommendation of the Supervising Authority, to make the necessary bridges for the passage of pedestrians and cars. In these cases, the Contractor must have several bridges, suitable openings, for the temporary overlap of the trench and the safe passage of wheeled vehicles. These will be maintained until complete backfilling and normality of the road is restored.

Any kind of removal, decomposition and demolition of structures, superficial or underground, necessary for the opening of the ditches, will be carried out to the extent necessary and inevitable for the installation of the pipelines. The relevant articles of the invoice and those additionally defined below, apply:

- i. Before any demolition, the Supervising Authority must check if necessary, determine its extent and take, in comparison with the Contractor, the necessary dimensions and any other data required for the preparation of the relevant measurements and protocols.
- ii. Where useful materials are to be obtained from demolition, the Contractor must take appropriate measures to prevent their deterioration as well as to keep them safe on site until they are reused, if applicable. If not, it delivers them with a protocol to the Supervising Authority and any loss of such materials is borne by the Contractor, who is obliged to replace them with new ones. Scrap materials resulting from demolition which are unsuitable for backfilling must be removed as soon as possible.
- iii. Useful demolition materials must be deposited in normal piles to facilitate inspection and counting and in places where traffic is not obstructed and so that means of transport can easily approach for removal or reuse.

Article 13. Removal of waste materials

Excavation products and generally any kind of useless materials coming from demolitions, constructions related to road surface restorations, etc., will be removed without delay. Waste materials will be removed, even partially, in order to limit as much as possible, the period of existence of the anomaly in pedestrian, vehicle traffic, etc. that comes from it. Materials that need to be removed are:

- i. Excavated products
- ii. Useless excavation products resulting from road demolitions, etc.
- iii. Surpluses of excavation or demolition products from various pipeline-related structures (cobblestones, infrastructure, gravel, etc.).
- iv. Blocks and granitic curbs should be transported after sorting to a special assembly area designated by the Service.

The removal of excess excavated products must be carried out by the Contractor without objection and regardless of whether the quantity is large or small. The places where these materials are deposited shall be approved each time by the competent authority. The cost of removal shall be included in the excavation price.

Article 14. Reconstruction of roads – pavements

Once the final execution plan of the works is approved and before excavations begin on asphalt roads, the Contractor must request a relevant permit for the intersection of the pavements, as the case may be, from the Municipality (in the case of a municipal road) or from the State. He/she also assumes the responsibility for the restoration of permanent pavements as specified in the relevant permit and the relevant terms of this contract.

The obligation of the Contractor to proceed with the immediate and complete restoration of the road surfaces is particularly emphasized, and in any case no other works will be allowed if there is a road length greater than 200 m not fully restored. In cases where permanent pavements exist, the extent of their deterioration during the opening of trenches must be kept to a minimum and the restoration of the road surface must be technically sound and must be done after perfect compaction of the underlying embankments with the necessary use of a vibrating plate, in order to exclude any irregularities or deterioration of the road surface that is being reconstructed. If this occurs, at any time after reconstruction and until final acceptance, the Contractor must repair it with his own care and expense.

The demolition and restoration of the road section will be done in the manner specified in the Technical Specifications.

The restoration of damage to pavements caused by the opening of ditches will take place immediately after the completion of the backfill. The obligation of the Contractor to proceed with the immediate and complete restoration of the pavements is particularly emphasized, and in any case no other works will be allowed if there is a pavement length greater than 50 m that is not fully restored. The printing should necessarily be done with a vibrating plate to avoid future destruction of the pavements by subsidence for which the Contractor bears the responsibility and is obliged to restore it at his own expense.

The Contractor is obliged to restore any retreat that will occur until final acceptance without special compensation.

Article 15. Improper construction of works - Defects

If, during the construction of the works until final acceptance, any work shows defects which are not rectified by the Contractor, a special order of the Supervising Authority shall be notified to him/her. The special order shall specify the defects, determine whether they are substantial, insignificant or dangerous and set a reasonable time limit for their rectification. Restoration may include the removal of defective works and their reconstruction, if necessary. If the defect is not substantial and its rectification requires disproportionate costs, the special order shall set a percentage reduction in the contractor's remuneration for the corresponding works. In the latter case, the order may also include the execution of certain operations to limit the defect.

If the defect is discovered at the time of acceptance of the works, the provisions of the respective law shall apply, and the rectification of the defects shall be established by the Contracting Authority.

The Contractor is declared void from the contract when his/her works are systematically poorly crafted or the materials he uses do not meet the specifications.

Article 16. Health and Safety

The Contractor is obliged to execute the works in a safe manner for his staff, or the staff of the project operator, or any third party, in order to eliminate or minimize the risks of accidents or occupational diseases during the construction phase of the project and in accordance with the Laws, Decrees, Police

and other provisions and instructions of the Service, concerning the health and safety of workers. Indicatively, and not restrictively, the following are mentioned:

- The Presidential Decree of 22-12-33 (Government Gazette 406 A/33) and its amendment by Presidential Decree 17/78 "On the safety of workers and employees of employees on portable ladders"
- Presidential Decree 447/75 (Government Gazette 142 A/75) "On the safety of employees engaged in construction work".
- Law 495/76 (Government Gazette 337A/76) "On weapons and explosives".
- Ministerial Decision BM5/30428 (Government Gazette 589 B/30-6-1980) "Marking of works carried out on roads outside residential areas".
- Presidential Decree 778/80 (Government Gazette 193A/80) "On safety measures during the execution of building works".
- Presidential Decree 1073/81 (Government Gazette 260A/81) "On safety measures during the execution of works on building sites and all kinds of works under the responsibility of Civil Engineers".
- Ministerial Decision BM5/30058 (Government Gazette 121 B/23-3-1983) "Marking of works carried out on roads within residential areas".
- Law 1430/84 (Government Gazette 49A/84) "Sanctions of the International Labour Convention concerning safety provisions in construction, industry, etc.".
- Law 1568/85 (Government Gazette 177A/18.10.85) "On the health and safety of workers".
- Presidential Decree 294/88 (Government Gazette 138A/88) "Minimum employment time of safety technician and occupational doctor".
- Presidential Decree 395/94 (Government Gazette 220A/94) "Minimum Safety and Health Requirements for the use of work equipment by workers at work, in compliance with Directive 89/655/EEC".
- Presidential Decree 396/94 (Government Gazette 220/94) "Minimum safety and health requirements for the use by workers of personal protective equipment at work, in compliance with Directive 89/656/EEC".
- Presidential Decree 397/94 (Government Gazette 221A/94) "Minimum health and safety requirements for the manual handling of loads, where there is a particular risk of back injury, in compliance with Directive 90/269/EEC".
- Presidential Decree 399/94 (Government Gazette 221 A'/94) "Protection of workers from the risks related to exposure to carcinogens at work, in compliance with Directive 90/340/EEC".
- Presidential Decree 105/95 (Government Gazette 67A/95) "Minimum requirements for safety and/or health signs at work, in compliance with Directive 92/58/EEC".
- Presidential Decree 16/96 (Government Gazette 10A/96) "Minimum health and safety requirements in the workplace, in compliance with Directive 89/654/EEC".
- Presidential Decree 17/96 (Government Gazette 11A/96) "Implementation of measures to promote the improvement of health and safety of workers, in compliance with Directive 89/391/EEC and 91/383/EEC".
- Presidential Decree 305/96 (Government Gazette 212A/96) "Minimum requirements to be applied at temporary or mobile construction sites", in compliance with Directive 92/57/EEC.

Regarding the adoption of safety measures, the Contractor is obliged to carry out under his/her responsibility any relevant study (static study of scaffolding, study of temporary marking of works, etc.) and to take all relevant measures. The Contractor bears full and exclusive responsibility for any damage caused to anyone by the breach of the above obligations, being liable, among others, for the payment of the relevant compensations. The Contractor must take protective measures, in accordance with the current legislation in the Safety and Health Plan (OSS), as well as any modifications or other necessary adjustments of the studies during the design and construction phase of the project. The Contractor is obliged within ten (10) days from the signing of the agreement to submit to the Supervising Authority a document which will include the Safety and Health Plan and the Safety and Health File for the entire Project to be undertaken. It is noted that a necessary element for the provisional and final acceptance of the project is the Safety and Health File.

The Contractor must provide the workforce, the supervision staff of the Service, as well as any other person present at the Project site, with the required Personal Protection Measures such as protective helmets, safety boots, plastic boots, phosphorescent coats (for winter), phosphorescent vests (for summer), protective gloves, earplugs, goggles and sun hats, First Aid kits, one for the offices and one for each vehicle on the construction site, masks of various types, etc.

The Contractor of the project must insure to the insurance fund as provided by law all the staff he will employ.

The Contractor is solely responsible for the observance of all provisions and regulations relating to the execution of the project and the provision of work, as indicated in the Safety and Health Plan and the Safety and Health File of the contractual documents of the contract, is responsible for any violation and is therefore charged with the payment of fines, compensation and any other amounts imputed to him/her.

Article 17. Storage of materials, works, and existing structures

The Contractor must keep at his own risk and expense the supplies and materials in his possession (pipes, special pieces, and other components) intended for the execution of the project. The Contractor will be responsible for any loss or breakage or damage thereof and has the obligation to replace them.

All claims of the Contracting Authority for the fencing or special safekeeping of his property will be executed by the Contractor without any special compensation. If the Contracting / Supervising Authority finds that the Contractor does not adequately protect materials, machinery, supplies or works performed, then this property may be protected by the former, with the cost of safekeeping to be borne by the Contractor, and will be deducted from what he is entitled to receive.

Article 18. Protection of vegetation – environment

The Contractor has the obligation to take measures to protect the environment. He/she must comply with the approved environmental terms of the Environmental Impact Study of this project and comply with the applicable environmental legislation.

The Contractor protects the vegetation of the area where the project is executed and is responsible for any felling of trees, shrubs and destruction of a plantation that would not be necessary for the execution of the project. In case of damage or destruction to elements of the natural environment, which are not provided for in the approved design of the project (or by any modifications approved by the Supervising

Authority), the Contractor, regardless of any responsibilities that may arise for him, is obliged to restore the existing works or the natural environment to the state it was in before its installation, at his/her expense, without being entitled to any financial compensation or extension of the deadline.

Violation in the fulfillment of obligations such as lack of proper protection of the environment, failure to protect the public, delay in repairing damage to other public works or public property impose on the contractor the sanctions of the respective laws.

Article 19. Damage to the project - Damage from force majeure

Until final acceptance, the Contractor bears the risk of damage from any cause, unless these are due to the fault of the project developer. The Contractor is obliged to correct within a reasonable deadline set by the construction operator the defects of the project, which will be detected during construction and until final acceptance. If this deadline has not been complied with, the project promoter may carry out the correction against the contractor by any means, always without prejudice to his right to declare the contractor to be disqualified. If the defect is not substantial and its correction requires disproportionate costs, a relative reduction of the contractor's consideration shall be made.

The Contractor is not entitled to any compensation from the developer for any damage caused to the works, for any damage or loss of materials and generally for any damage due to negligence, carelessness or unpretentiousness of him or his staff or to non-use of appropriate means or to any other cause, except in cases of fault of the project constructor or force majeure. The Contractor is obliged to repair the damages borne by him at his own expense.

In case of damage caused by force majeure to the works carried out or to the materials located on the construction site, the Contractor has the right, by reporting to the Supervising Service, submitted within ten days from the occurrence of the damage, to indicate the time when the damage occurred, the cause that caused it, the type, the extent and cost necessary to remedy it.

Article 20. Use the project before completion

The Municipal Company for Water and Sewerage of Trikala Municipality, which will receive the project as a donation from GWP-Med, has the right to take possession or use any part of the work that has been partially or totally completed, only after its administrative acceptance (partial) in accordance.

If such possession or use delays the progress of the work, then the Contractor grants a corresponding extension of the deadline for completion of the work.

If the use of the project by the Municipal Company for Water and Sewerage of Trikala Municipality before its completion entails additional costs for the Contractor, then the Municipal Company for Water and Sewerage of Trikala Municipality shall pay these costs which must be fully justified.

Works for the restoration of damages due to the use of a work delivered to use before its acceptance in accordance with the provisions hereof, shall be carried out only after a written order of the Contracting Authority.

Article 21. Compilation of project register

The compilation of the Register of the project will be done according to the instructions of the Supervising Authority. In any case, the Register must necessarily include:

1. Technical report which will include:
 - Report on the design and construction of the project
 - Report on the operation and maintenance of the project

- Inventory table, summarizing the individual sections that make up the whole project
 - Report of the total cost of the project.
2. Data sheet of altitude starting points and trigonometric points (altitudes - coordinates) with their collaterals along with drawings and photographs showing their positions.
 3. Project plans, as executed (as build), namely:
 - i. Complete horizontal drawings, at a scale of 1:1000 with dependence on the Hellenic Geodetic Reference System (E.G.S.A.), where the positions of the projects (networks - civil works) will be accurately depicted, with their dimensions and technical characteristics, in relation to road axes and positions of existing structures, separately for each network, as they were constructed and imprinted on site. In addition, the horizontal drawings will show the numbering of all the points that have been depicted and their coordinates will be delivered in a separate issue. Each horizontal should show the names of roads, building blocks, manholes (visit, intersection, fall), pipelines (length, from manhole to well, - material - cross-section form - diameter or dimensions), sewerage supplies with corresponding connection wells, and flows that do not end in wells, water collection shafts.
 - ii. Sections of the networks separately for each network, on a scale of heights/lengths 1:100/1:20, with all the absolute elevation data of the ground, of the constructed technical works (shafts, etc.) and the flow of the pipelines and the other elements of the pipelines (distances, material, cross-section, slope, etc.).
 - iii. Width sections per street and per distinct project section, with all the existing networks as well as all the constructed networks.
 - iv. Complete drawings of all constructed shafts (plans - sections), with the structural part of the shaft at a scale of 1:50, with their dimensions and absolute bottom and cover elevations.
 4. Project documents, as executed, accompanying the above drawings, with tables concerning more specific data on the constructed networks – civil works. In detail per network, there should be a Collateral Report (at least three per point), for the manhole covers and the end ends of the networks and a Table, which includes data on the shafts, the pipelines, the supplies with the corresponding connection shafts, as well as the supplies that do not end in shafts.
 5. The details set of the following photographs:
 - i. The pre-existing situation in the area where important civil engineering works are carried out. These will be submitted to the Supervising Authority along with the supporting documents of the 1st certification.
 - ii. Important phases of execution of work. These will be submitted during intermediate certifications.
 - iii. Of the finished work. These are submitted together with the supporting documents of the last certification (before the final bill).
 6. On the back of the photographs will be written the general characteristics of the project and other elements that will be considered necessary to highlight the project and its feasibility, according to the instructions of the Supervision. The photographs must be taken by experienced persons, be clean and delivered to the Supervising Authority, together with the negatives or in electronic form.
 7. The Safety and Health Plan and the Safety and Health File for the entire project, in accordance with the applicable provisions.

All the above elements of the file, with appropriate numbering and classification, will be compiled in two (2) copies which will be submitted to the Supervision Authority once the Project is completed. The costs for the compilation of the Register of the project are borne by the Contractor and are included in the unit prices of the Invoice. The contract will be considered not to have been completed, and therefore no certificate of completion will be issued if after the end of the works the Project Register is not submitted to the Supervising Authority.

Article 22. Measurements – Hidden Works

At the end of each deliverable, the Contractor prepares measurements in distinct parts of the project for the works executed in the previous period. The measurement shall include for each operation a brief description of the operation with an indication of the corresponding article of the invoice or the protocols for regulating unit rates of new work performed and the necessary measurement drawings, data, and diagrams for this purpose, based on direct measurement data of operations or protocols of hidden operations.

The measurements, accompanied by the necessary measurement data and drawings, in printed and electronic form, shall be submitted by the Contractor to the Supervising Authority for inspection no later than ten days (10) after the end of the period following their execution, after being signed by him with the indication "as prepared by the Contractor". which ends with the approval decision of the latter.

The Supervising Authority, within ten (10) days from the submission of the measurements by the Contractor, has the obligation to check and correct the calculations, approve the measurements and notify the contractor of the measurements that have been checked and corrected. The Contractor, if he does not accept the corrections, may exercise the prescribed right of objection. If the submitted measurements show deficiencies that make it impossible to check or correct them, the Supervising Authority returns the measurements to the contractor within the above ten (10) day deadline and invites him to remedy the specific deficiencies. Missing data deemed necessary by the Directorate must be specifically and numbered in the invitation. The Contractor is obliged within ten (10) days resubmit the measurements by completing all the information requested in the invitation. After resubmission of the measurements, the Supervising Authority may not return them again to the contractor for completion but is obliged within ten (10) days to check, correct, approve, and notify them to the contractor. The measurements, if they are not returned approved or corrected or for completion within the above period or if, after their resubmission, they are not checked, corrected, approved and notified to the contractor within the above deadline, are considered automatically approved, only in the sense that they can be included by the Contractor in a subsequent account.

In the case of works, the quantitative verification of which is not possible in the final form of the project (hidden works), such as works that are to be overlapped by others and are not finally visible, quantities received by weighing or the like, the Contractor is obliged to invite the Supervisor for the Receipt of Hidden Works, in order to proceed jointly with the counting or weighing and to draw up a protocol of receipt of hidden works or a weighing protocol respectively. This protocol, signed by the contractor and the supervisor, shall be a prerequisite for the certification of the work concerned. The invitation of the Contractor to the Supervising Authority must be made for the joint weighing at least one (1) working day before it, and for the receipt of the field data at least five (5) working days before they are carried out. Failure by the designated bodies to respond to the invitation may constitute grounds for default on the part of the developer and shall result in disciplinary action against those responsible. The protocol of receipt of works must accompany the measurement of the relevant works, has no enforceable

administrative character, and is not challenged independently except together with the challenge to the approval act of the measurement.

One (1) month at the latest after the certified completion of the project, the Contractor is obliged to submit to the Supervising Authority individual measurements that are missing and the "final measurement", i.e. a final summary table summarizing the quantities of all partial measurements and the protocols of the paragraph of receipt of hidden works. If these have been checked by the Supervising Authority, the quantities shall be entered as corrected, even if objections by the contractor or requests for treatment are pending. Such inclusion in the final measurement shall not constitute a waiver by the contractor of such lawfully filed applications or objections, nor shall it entitle him to submit new ones. For individual measurements which have not yet been checked by the department, the measurement quantities as drawn up by the Contractor prior to the department's inspection shall be recorded. The final measurement shall be signed by the Contractor with the words 'as drawn up by the Contractor'. The Supervising Authority is obliged to proceed with the audit of the final measurement within one (1) month from its submission and to notify the Contractor of the audited and corrected measurement.

If no final measurement is submitted by the Contractor, no later than one month after the notification to him/her of the certificate of completion of the works, a special penalty of two thousandths (2‰) of the total amount paid to the contractor until then for the whole contract shall be imposed on him, for each completed month of delay. The penalty is imposed by decision of the managing department and for a maximum of six (6) months of delay. Irrespective of the imposition of the penalty clause and after the expiry of the period of its imposition, the final measurement is drawn up by the department that may use private technicians and workshops for this purpose, charging the relevant cost at the expense of the contractor. The final measurement thus drawn up shall be communicated to the Contractor.

Article 23. Completion of works – Delivery

The completion of the assigned works will be certified to the Contracting Authority by the Municipal Company for Water and Sewerage of Trikala Municipality, as the Supervising Authority of the project, in compliance with its internal procedures. The Contracting Authority will receive the final invoice of the Contractor, the works are transferred automatically to the Contracting Authority until its donation to the Municipal Company for Water and Sewerage of Trikala Municipality.

Article 24. Project signs

The Contractor is obliged, within one month from the signing of the Contract, to construct and place at the beginning and at the end of the project signs with the details of the project. The withdrawal of the original sign takes place with the placement of the commemorative sign after its final receipt.

Article 25. Antiquities

The Contractor is obliged to notify the Supervising and Contracting Authorities if antiquities or any works of art are found during the construction of the works. In this case, the provisions on antiquities shall apply.