1-4	Waste areas	Tipping of materials, tracking and compaction	Loss of habitat and biodiversity, water quality, noise. Dependent on material type air quality and dust. Permits Required (Legal Register Item No: 1, 2, 3, 4 & 5)	5	4	20	3	4	12	Permits in place for all waste areas prior to works commencing. Construct waste areas according to approved designs and construction methodologies. Ensure waste area is within expropriation limits. Avoid tipping material directly into river, or in exposed areas of the floodplain. Build temporary drainages for avoiding any silt run off. Damp down areas if dust produced using water trucks. If waste areas are in close proximity to local residents noise monitoring of sensitive receptors will take place as per the CECP. Construction will work with SD & CR to inform local residents of work activities. Work times may have to be restricted.
1-5	Access road construction	Excavation, river deviation, tipping material, truck movement	Loss of habitat, loss of material to river, decrease in water quality, fugitive dust emissions (Legal Register Item No: 4 & 5)	4	3	12	2	2	4	Work within project expropriation limits. Control excavated material to prevent loss of material to the river, avoid river deviations as far as is practicable. Protect water courses where applicable through the use of silt fences. Where dust is created dust monitoring will be undertaken and damping down through the use of water trucks in the area.
2 – QUARRY & PLANTS OPERATIONS										
2-1	Blasting activities	Drilling, blasting, storage of explosives, mixing of explosives	Noise nuisance, dust emissions, water quality (Legal Register Item No: 3, 4 & 5)	5	2	10	2	2	4	Store explosives in appropriate magazines managed by experienced personnel, dispose of waste materials correctly. Trained and authorized personnel will handle explosives. BEGP will work with authorities from the local municipality for all blasting activities. Restrict blasting times i.e. no blasting during the night. Carry out noise monitoring as per the CECP. Work with SD & CR to notify residents of blasting times. Monitor area for river courses, water sample to be taken if water courses may be affected by work activities.

2-2	Excavation	Bench excavation, transportation of material	Dust emissions, noise, water quality (Legal Register Item No: 3, 4 & 5)	5	2	10	2	2	4	Control drainage onsite in colluvial areas; install catchment ponds and weirs where necessary as per the design. Temporary drainages should be built on slopes benches for erosion control. Visual reviews of water courses on site will be ongoing, if watercourses are deemed to be potentially affected water sampling and erosion control through the use of silt fences may be required. Visual assessments carried out for dust, where dust is observed monitoring will take place and damping down using water trucks.
2-3	Crushing and screening	Jaw crushing, sieving, conveyor operation, transport of treated material	Dust emissions, nuisance noise (Legal Register Item No: 3 & 4)	5	3	15	2	3	6	A dust suppression system has been installed on the crusher and conveyor and must remain operational. Drop heights from crusher have been reduced or enclosed. Dust monitoring to take place as per the CECP. Speed limits will be in place on haul road areas. All loose material must be covered when being transported. Water trucks to damp down the general work area as and when required. The crusher has been established in a location away from any residential areas, BEGP will manage operational hours if noise is deemed a nuisance.
2-4	Quarry CTB & Asphalt plant operations	Noise from heavy construction equipment; grinders, generators, drills, saws, jack hammers, pneumatic wrenches	Nuisance noise, sensitive receptors impacts to biodiversity (Legal Register Item No: 3)	4	4	16	2	3	6	Ensure generators and other noise emitting equipment are enclosed and generator doors are not left open. Make sure equipment and tools are maintained as per the manufactures instructions or Equipment Department plan preventative maintenance schedule. Carry out noise monitoring as per the CECP at sensitive receptors. Work with SD & CR to notify residents of work activities. If necessary reducing working hours.
2-5	Plant maintenance	Use of chemicals in construction activities for plant maintenance; oil, diesel. Changing of filters, oil transfer and contaminated soils and waste or bitumen spillage.	Impacts to biodiversity, water quality, land quality (Legal Register Item No: 5 & 6)	4	4	16	3	3	9	Plant will be constructed on hard standing where possible. Mechanical transfer of oils and lubricants for the plant. Use of dip trays, geotextiles and absorbent materials during fueling and maintenance operations. General chemicals used in the workshop areas must be stored correctly in bonded containers.

2-6	Stockpiles of materials	Stockpiles may produce dust due to winds	Air quality (Legal Register Item No: 4)	3	4	12	2	3	6	Control the speed of trucks accessing the stockpile. Damping down of the stockpiles will be carried out by the department when dust is visible using a water truck.
3 – CONCRETE BATCHING OPERATIONS										
3-1	Install batch plant	Installation of concrete batch plant	No permit in place (Legal Register 1 & 2)	5	2	10	4	1	4	Permits to be obtained from the Municipality prior to installation of the concrete batch plant.
3-2	Batching concrete	Loss of concrete components (admixture) during storage on site	Water quality, loss of biodiversity (Legal Register Item No: 5)	4	2	8	2	2	4	Store admixture containers away from traffic routes and possible water courses. Bund all components which may have the potential to leak. MSDS to be consulted if possible release of substance occurs. Dispose of waste containers correctly.
3-3	Batching concrete	Mixing concrete in the batch plant	Water quality, habitats, dust emissions, nuisance noise (Legal Register Item No. 3, 4 & 5)	4	3	12	2	3	6	Batch plant located in a suitable area away from water courses. Control washout and cleaning of mixer drum, divert washout water to settling lagoons and sedimentation basins which will be installed as per the batch plant design. PH readings of the water discharge to be taken as per the CECP requirements. The area will be visually monitored for dust, if required dust monitoring will take place and batch plant area will be dampened down using water trucks. Noise monitoring of sensitive receptors will be carried out and if necessary BEGP will control operating hours of plant.
3-4	Batching concrete	Silo filling with cement	Dust emissions (Legal Register Item No: 4)	4	4	16	2	2	4	Reduce the drop height of materials where possible. Fit dust bags to silos; maintain them in accordance with manufacturer's recommendations.

3-5	Concrete transport	Concrete washout	Water quality, loss of biodiversity and habitats (Legal Register Item No: 5)	5	3	15	2	3	6	Install designated concrete washout pools. Instruct mixer truck drivers (including subcontractors) in the correct method of washing out mixer trucks, review on-site compliance, work with structures department on compliance and issue disciplinary procedures if required. All undesignated washout of concrete mixer trucks must be cleaned up by the department and reported to the ES&H Department.
3-6	Aggregate supply	Aggregate & river sand extraction for concrete production	Water quality, resource depletion, dust emission (Legal Register Item No: 4 & 5)	3	5	15	2	3	6	Reduce where practicable requirements for on-site aggregate removal from the river, utilize established off-site suppliers, use quarried materials where practicable.
4 – CAMP OPERATIONS										
4-1	Camp operation	Waste disposal of garbage arising on the camp	Vermin infestation, water quality, smell nuisance (Legal Register Item No: 4, 5 & 6)	4	2	8	2	2	4	Manage collection and disposal of waste onsite, use lidded waste containers, and where practicable establish waste segregation and recycling program. Remove waste to an approved dumping location off-site. Contract with pest control contractor to manage vermin.
4-2	Camp operation	Electricity generation by generator	Air quality, nuisance noise, Resource depletion (Legal Register Item No: 3 & 4)	2	2	4	1	2	2	Use national grid provided where possible, reduce electricity usage, and promote efficient use of power. Noise monitoring at dormitories (sensitive receptor to be undertaken). Noise barriers using polystyrene have been installed to absorb noise emitted.
4-3	Camp operation	Spill of substances: diesel fuels from generators or chemical spill from Water Treatment Plant chemicals.	Water quality, impact to habitat (Legal Register Item No: 5)	4	3	12	4	1	4	Drip trays and bunding of all substances stored at the camp. Camp operatives responsible trained in spill prevention and spill response. Spill kit supplied in areas of potential risk such as the water treatment plant and generator housing.
4-4	Welfare Provision	Waste treatment plant to treat camp sewage. Portable welfare toilets placed on site.	Water quality, impact to habitat, Air quality, Waste (Legal Register Item No: 4, 5 & 6)	3	3	9	2	2	4	Water treatment at Ferizaj camp through waste water treatment plant. Water samples from discharge water taken as per the CECP by a licensed lab. Portable toilets on site are contracted to an approved contractor. To reduce smell nuisance toilets are cleaned daily and emptied at an approved site.

4-5	Water Extraction	Extracting water from a well for provision of drinking water	No permit / consent in place (Legal Register Item No: 8)	3	3	9	2	2	4	Consents / permits to be obtained from municipality prior to extraction.
5 – STRUCTURES OPERATIONS										
5-1	Overpass / underpass and culvert construction	Concrete placement requires extensive vibration of the formwork	Nuisance noise (Legal Register Item No: 3)	3	3	9	1	3	3	Control hours that beam plant operates, locate beam plant to alternative site away from sensitive receptors. Carry out noise monitoring of sensitive receptors as per the CECP requirements.
5-2	Form work installation	Use of form work oils as a release agent in formwork installation process	Impact to water quality, waste, (Legal Register Item No: 5 & 6)	4	3	12	2	3	6	All oils to be stored correctly in bunded containers. Spill Prevention and Spill Response training conducted with workers, spill kits provided to work location in case of spills, waste spill kit material disposed of through Equipment Department. All spills to be reported to the ES&H Department. Manage waste on site, ensure all waste is disposed of at the end of the operation, waste containers placed throughout the site to encourage proper waste disposal. Waste containers to be emptied by a licensed contractor to an approved site.
5-3	Waterproofing of structures	Use of sealants and tar to create waterproofing of structures	Impact to water quality, waste, (Legal Register Item No: 5 & 6)	4	3	12	2	3	6	All oils to be stored correctly in bunded containers. Spill Prevention and Spill Response training conducted with workers, spill kits provided to work location in case of spills, waste spill kit material disposed of through Equipment Department. Manage waste on site, ensure all waste is disposed of at the end of the operation, waste containers placed throughout the site to encourage proper waste disposal. Waste containers to be emptied by a licensed contractor to an approved site.
5-4	Piling	Piling for bridge foundation	Noise nuisance (Legal Register Item No: 3)	4	3	12	1	2	3	Control hours that piling works are operational. Work with CR & SD to inform local residents of works in their area. Carry out noise monitoring of sensitive receptors as per the CECP requirements.

5-5	Concrete works	Concrete washout	Water quality, loss of biodiversity and habitats (Legal Register Item No: 5)	5	3	15	2	3	6	Install designated concrete washout pools. Instruct mixer truck drivers (including subcontractors) in the correct method of washing out mixer trucks, review on-site compliance, work with structures department on compliance and issue disciplinary procedures if required. All undesignated washout of concrete mixer trucks must be cleaned up by the department and reported to the ES&H Department.
5-6	Waste	Waste wood, formwork, metal and domestic waste being discarded on site	Visual eyesore, resource depletion, water quality, waste (Legal Register Item No: 5 & 6)	3	4	12	2	4	8	Skips and waste bins will be provided at locations where unpacking takes place. If for any instance a skip cannot be used, waste material will be transported by truck to the nearest waste disposal area. This is responsibility of the team who are performing the work. Waste will be collected by the contractor on a daily basis and will be disposed of at an authorized landfill location. Where possible resources such as wood, metal will be recycled by the Department or collected by a local recycling facility.
6 – OIL & FUEL STORAGE										
6-1	Oil & fuel storage	Failed containment may lead to spills of hazardous substances.	Water quality, land quality, impact to biodiversity (Legal Register Item No: 5)	4	5	20	1	2	2	Ensure fuel and oil storage locations are installed with appropriate bunding and spill prevention, supply and maintain spill kits, establish means for disposing of contaminated absorbent materials.
6-2	Waste storage	Waste materials stored onsite prior to disposal	Visual eyesore, resource depletion, water quality (Legal Register Item No: 5 & 6)	4	4	16	1	4	4	Manage waste storage areas such as used oil, oily rags etc. Ensure no loss of material to the environment through use of sealed and bunded containers. Identify and subcontract competent waste management companies to remove hazardous waste materials.
6-3	Oil & fuel transport	Transporting of fuel to site, Distributing fuel to site equipment.	Water quality, land quality, impact to biodiversity (Legal Register Item No: 5)	5	3	15	3	3	9	Fuel truck inspected and maintained as per the equipment department requirements. Tuck must adhere to speed limits to ensure safe transport of fuel, all necessary signage for fuel transport must be displayed. Fuel trucks will carry spill kit and drip trays for use during fuel administration on site.

7 – EQUIPMENT OPERATIONS										
7-1	Equipment operations	Washing of equipment may result release of contaminated liquids	Water quality, Impact to biodiversity (Legal Register Item No: 5)	3	4	12	2	3	6	Install waste water catchment facilities at equipment yard, ensure no uncontrolled run-off of water to water courses. Sedimentation and oil separator shall be built for treating water before discharge.
7-2	Equipment workshop	Site equipment receiving maintenance may release of oils, fuels both on site or at the Equipment workshop	Water quality, Impact to biodiversity (Legal Register Item No: 5 & 6)	4	4	16	2	4	8	Maintenance is not to take place near to open water courses. Maintenance should ideally take please on a hard standing. If this is not viable drip trays, absorbent materials or geotextiles to be placed under all equipment prior to maintenance activities. Contaminated spill kits and geotextiles and drip tray residue must be taken from drip trays by the equipment department and disposed of responsibly. Absorbent materials may also be used onsite and in workshop areas and must be disposed of responsibly as hazardous waste.
7-3	Disposal of waste	Disposal of hazardous waste	Water quality, Impact to biodiversity, Waste (Legal Register Item No: 5 & 6)	4	4	16	1	4	4	Manage waste storage areas such as used oil, oily rags etc. Ensure no loss of material to the environment through use of sealed and bunded containers. Identify and subcontract competent waste management companies to remove hazardous waste materials.
7-4	Equipment operations	Equipment breakdown which may cause hydraulic hose or fuel release on site	Water quality, Impact to biodiversity (Legal Register Item No: 5 & 6)	4	4	16	2	5	10	Spill kits to be provided by the Equipment Department for equipment. Spill kits will also be located in fixed locations across the site. Spill Response Leads and Spill kit trained users will react to any spill using spill kits or absorbent materials, contaminated kits and absorbents must be disposed of responsibly as hazardous waste.
7-5	Equipment operations	Stationary equipment such as generator, tower light may incur fuel release on site	Water quality, Impact to biodiversity (Legal Register Item No: 5 & 6)	3	4	12	2	4	8	Drip trays must be positioned under all fixed equipment using fuel such as generators and tower lights. The Equipment Department will empty spill residue from the drip trays weekly on a rota basis. Spill kits will also be located in fixed locations across the site should they be required.

8 – FINISHING OPERATIONS										
8-1	Fencing and guardrail delivery	Packaging being discarded and damaging environment	Visual eyesore, resource depletion, water quality, waste (Legal Register Item No: 5 & 6)	3	4	12	2	4		Skips and waste bins will be provided at locations where unpacking takes place. If for any instance a skip cannot be used, waste material will be transported by truck to the nearest waste disposal area. This is responsibility of the team who are performing the work. Waste will be collected by the contractor on a daily basis and will be disposed of at an authorized landfill location.
8-2	Finishing operations	Persons not having access to toilet facilities	Impacts to biodiversity and water courses, waste, air pollution smell nuisance (Legal Register Item No: 4, 5 & 6)	4	2	8	2	2		Toilets placed along the alignment and provided by the camp department on request. Department are responsible for requesting portable toilet facilities for work locations. Toilets are to be cleaned and emptied daily by an authorized contractor.
9 –PAVING OPERATIONS										
9-1	Bitumen and emptying the bitumen storage.	Chemical hazards of bitumen; if bitumen enters the water course it may be toxic to aquatic organisms	Impacts to biodiversity and water courses (Legal Register Item No: 5)	4	3	12	1	3		Spill prevention and control training has been conducted with the Paving Department. Spill kit and absorbent materials should be in the working location. During a spill allow the bitumen to cool and solidify. Prevent from spreading by making a trench or barrier with sand, earth etc. to prevent bitumen potentially entering a water course. Remove mechanically into containers for disposal or reclamation.
9-2	Laying asphalt	Asphalt fumes	Air quality (Legal Register Item No: 4)	3	3	9	1	3		CR & SD will work with the local community to inform them of works taking place.

9-3	Paving equipment	Equipment may be loud during operation. Equipment may release oil or fuel.	Noise nuisance, impacts to biodiversity, water courses. (Legal Register Item No: 3 & 5)	4	3	12	4	2	8	Workers must check equipment daily for any leakages. Spill kits to be provided by the Equipment Department for equipment. Spill kits will also be located in fixed locations across the site. Spill Response Leads and Spill kit trained users will react to any spill using spill kits or absorbent materials, contaminated kits and absorbents must be disposed of responsibly as hazardous waste. Equipment will be maintained as per the equipment planned preventative maintenance log. Noise monitoring may be required for sensitive receptors.

Appendix C - Legal Requirements Register

Legal Register Item No:	Type of Legislation	Title	Additional Reference	Area	Requirements	Related Aspects	Document Ref & Further Information
1)	Legislation form the Republic of Kosovo Assembly	Law on Environmental Protection	Law	Environmental Protection	• Environmental Impact Assessment (EIA) is (required for construction activities) • Permits are required for usage of natural resources • Environmental Permit requirements for (construction activities) • Municipal Environmental Permit requirements for (construction activities) • Punishment provisions (violations & fines)	Aspects; 1-4 & 3-1	Law No. Environmental Protection (2009/03-L-025) http://www.kuvendikosoves.org/?cid=2,191,336
2)	Legislation form the Republic of Kosovo Assembly	Law on Environmental Impact Assessment (EIA)	Law	Environmental Impact Assessments	• Environmental consent required • An Environmental Impact Assessment (EIA) shall be obtained prior to construction • The EIA must be submitted to the Ministry for review • Penalty and violations of the law	Aspects; 1-4 & 3-1	Law No. Environmental Impact Assessment (2010/03-L-214) http://www.kuvendikosoves.org/?cid=2,191,522 Law No. Environmental Impact Assessment (2009/03-L-024) http://www.kuvendikosoves.org/?cid=2,191,337

Legal Register Item No:	Type of Legislation	Title	Additional Reference	Area	Requirements	Related Aspects	Document Ref & Further Information
3)	Legislation form the Republic of Kosovo Assembly	Law on Noise protection	Law	Environmental Protection	• Requirements for reducing noise pollution • Construction Permits required • Noise measurements required • Penalty provisions	Aspects; 1-1, 1-2, 1-3, 1-4, 2-1, 2-2, 2-3, 2-4, 3-3, 4-2, 5-1, 5-4, 9-3	Law No. Noise Protection (2007/02-L102) http://www.kuvendikosoves.org/?cid=2,191,236
4)	Legislation form the Republic of Kosovo Assembly	Law on Air Protection Law On Air Protection from Pollution	Law	Air Quality	• Duty of all natural, legal, local and international individuals to keep the air clean and to protect it during the activities they conduct in the territory of Kosovo and obliged to; • Monitor emissions • Minimize polluting emissions and unpleasant smells • Not exceed limited values of emission • (Note: Government is unable to provide clear guidance for the emission limits).	Aspects; 1-1, 1-2, 1-3, 1-4, 1-5, 2-1, 2-2, 2-3, 2-6, 3-2, 3-3, 3-4, 3-6, 4-1, 4-2, 8-2, 9-2	Law No. Air Protection (2004/30) http://www.kuvendikosoves.org/?cid=2,191,125 Law No. Air Protection From Pollution (2010/03-L-160) http://www.kuvendikosoves.org/?cid=2,191,418
5)	Legislation form the Republic of Kosovo Assembly	Law on Waters of Kosovo	Law	Water Protection	• Ensure protection of water resources from pollution • Protection from erosion and regulation of streams • Release of wastewater and required permits	Aspects; 1-1, 1-2, 1-3, 1-4, 1-5, 2-1, 2-2, 2-5, 3-2, 3-3, 3-5, 3-6, 4-1,	Law No. Waters of Kosovo (2012/04-L-147) http://www.kuvendikosoves.org/?cid=2,191,1052

Legal Register Item No:	Type of Legislation	Title	Additional Reference	Area	Requirements	Related Aspects	Document Ref & Further Information
					• Prohibition of motor vehicles wash areas • Water use and permits	4-3, 4-4, 5-2, 5-3, 5-5, 5-6, 6-1, 6-2, 6-3, 7-1, 7-2, 7-3, 7-4, 7-5, 8-1, 8-2, 9-1, 9-3	
6)	Legislation form the Republic of Kosovo Assembly	Waste Law	Law	Waste Management	• Developing and implementing operational waste management plan • Classification and safe storage waste • Maintain waste records and waste documents required • Reuse and recovery of waste • Waste disposal in licensed facilities	Aspects; 2-5, 4-1, 4-4, 5-2, 5-3, 5-6, 6-2, 7-2, 7-3, 7-4, 7-5, 8-1, 8-2	Law No. Waste Law (2005/02-L30) http://www.kuvendikosoves.org/?cid=2,191,184
7)	Legislation form the Republic of Kosovo Assembly	The Cultural Heritage Law	Law	Cultural Heritage	• An owner, possessor or occupier of protected Cultural Heritage is obliged not to hinder an inspection	Aspects; 1-1 & 1-2	Law No: The Cultural Heritage Law (2006/02-L-88) http://www.kuvendikosoves.org/?cid=2,191,205
8)	Legislation form the Republic of Kosovo Assembly	Law on Mines and Minerals	Law	Water	• Identifies water as a 'mineral' that has a potential commercial value. • Permits / consents required from municipality.	Aspects; 4-5	Law No: Mines and Minerals (2010/03-L-163) http://www.kuvendikosoves.org/common/docs

Legal Register Item No:	Type of Legislation	Title	Additional Reference	Area	Requirements	Related Aspects	Document Ref & Further Information
							/ligjet/2010-163-eng.pdf Supplement Amended Law No: Mines and Minerals (2012/04-L-158) http://www.kuvendikosoves.org/?cid=2,191,1014

Appendix D - Environmental Goals & Objectives 2016

	ES&H Goals and Objectives	Progress Complete (%) Q1	Progress Complete (%) Q2	Progress Complete (%) Q3	Progress Complete (%) Q4	Year Average (%)
Environmental						
1	Environmental Awareness training module to be attended by 100% of employees.	0%	0%	0%	0%	0%
2	Train a minimum of 10% of the Project workers on Spill Prevention / Spill Response, Project "Green Warrior" Training.	0%	0%	0%	0%	0%
3	To minimize pollution impacts to the environment, zero significant (i.e. category 1) environmental incidents to occur on the Project.	0%	0%	0%	0%	0%
4	Environmental drill to be preformed every 6 months.	0%	0%	0%	0%	0%
5	Ensure that periodical sampling and monitoring are performed for drinking water, surface water, ground water if/when necessary, air quality, noise and record the number of accidents with fauna as per the CECP.	0%	0%	0%	0%	0%
6	Seek ways to recycle Project waste; less than 10% of timber and rebar purchased sent for recycling. 50% of food waste from the canteen will be reused or recycled. Recycle zones to be set up to allow usable waste construction material to be reused for construction purposes. 100% of batteries purchased from Kosovo recycled. Discuss project recycling targets through Monthly Safety Meetings, posters and other communications.	0%	0%	0%	0%	0%
7	Be internally and externally recognized for our environmental achievements. Developing and implement campaigns and initiatives to engaging with workforce and the local community. Identify an achievement to be submitted for Green Footprint Award in 2016.	0%	0%	0%	0%	0%
8	Building the Green Corridor Campaign, conduct one initiative per quarter. Involvement in the PriFest Green Film Festival, tree planting and recycling in the local community etc.	0%	0%	0%	0%	0%

Appendix E - Environmental Monitoring Plan 2016

This monitoring program will reduce environmental risk which may result from the construction and future operation of the motorway.

Environmental/social component	Monitoring method	Parameters	Locations	Frequency of sampling	Responsibility
Groundwater	Field investigation using laboratory analysis	Main physicochemical parameters	Batch Plant	Every six months	Internal monitoring Clare Scott
Surface Water	Field investigation using laboratory analysis	BOD5, COD, turbidity, hydrocarbons	Upstream and downstream of water courses if/when passes near the working location/construction activities	Kosovo legislation required twice a year	Internal monitoring Clare Scott
Drinking water	Laboratory analysis Analysis of water quality using chemical parameters and microbiological analysis.	physicochemical parameters, microbiological parameters	Water treatment plant, water storage tank in the camp.	Each month. If / when necessary increase frequency.	Internal monitoring Clare Scott & Canan Igciler
Air quality	Area Sampling	Suspended particles	Crusher & Asphalt Plant	Every six months	Internal monitoring Clare Scott
Noise	Noise monitoring	dB	Noise at high risk locations such as crusher, asphalt plant, U-beam plant Sensitive receptors (e.g. local residences close to the high noise areas)	Every three months	Internal monitoring Clare Scott
Fauna	Incident reports Field survey	Number of incidents involving fauna	Whole study area	Every six months	Internal monitoring Clare Scott

Appendix F - Spill / Release Emergency Response Plan

Environmental incidents with the potential to adversely affect the environment are most often related to project construction activities in the field. The most common environmental incidents recorded on the Project are spills and releases of potentially polluting substances.

1 Spill Prevention and Control Plan

Oil / fuel / chemical spills and residue concretes are, unfortunately, common events during many construction activities. Most are accidental, so no one can know when, where, or how they will occur. Spills can happen on land or in water, at any time of day or night, and during any weather conditions. Preventing oil spills is the best strategy for avoiding potential damage to human health and the environment. However, once a spill occurs, the best approach for containing and controlling the spill is to respond quickly and in a well-organized manner. The response will be quick and organized if response measures have been planned ahead of time.

The role of the Spill / Release Emergency Response Plan is to establish a set of instructions that outlines the steps that should be taken before, during and after a spill. To establish emergency contacts, including resource lists, and strategies to assist in the response to the spill.

1.2 Spill Prevention

The following are general requirements for any hazardous substances stored or used at the facility:

- Ensure all hazardous substances are properly labeled.
- Store, dispense, and/or use hazardous substances in a way that prevents releases.
- Provide secondary containment when storing hazardous substances in bulk quantities.
- Provide a drip tray for each generator if/when necessary.
- Provide emergency spill kits in each location where there is oil, fuel or chemical storage.
- Maintain good housekeeping practices for all chemical materials at the facility.
- Routine checks of the hazardous substance storage areas will be performed by ES&H Department as part of the ES&H walkdown process and corrective actions will be documented.

1.3 Training

All personnel who may respond to a spill must be trained in spill prevention and response by the ES&H Department. Upon completion of the training, trained personnel will sign and date the Training Log. Only trained personnel shall respond to a spill, if an untrained witness a spill, during the new hire induction process they are informed that they must notify a member of the Spill Response Team or alternatively their Supervisor or a member of the ES&H Department. In addition to the spill prevention and response training a spill drill will be performed by the project Environmental Lead at specific locations on a six monthly basis to test the Spill Response Teams response and to identify any areas for improvement.

1.4 Spill Reporting

All spills (more than one liter) on the project must be reported by the Spill Response Team Lead together with the responsible engineer / supervisor from the department. Environment incident report shall content the specific topics:

- Location of Incident
- Date and time of Incident

- Name of person initiating the report
- Incident description
- Total quantity released
- Product type
- Release period
- Any off site impact
- Offsite emergency response
- Injuries / medical response
- Clean-up activities
- Remedial action

If a category 1 and 2 incident is reported, additional pages to describe the event shall be attached. All known or possible causes, areas affected, and effectiveness of the cleanup shall be recorded. If applicable a review of the cleanup contractor and their procedures shall be included within the report.

For small spills and category 3 incidents, it is deems sufficient to complete the environmental incident report. Measures to prevent a repeat occurrence with the last section in the incident report "Remedial Action" shall be included.

Environmental Incident reports will be distributed to the relevant Department Manager (BLIO) for information and so that preventative or corrective actions can be addressed, so as to prevent reoccurrence. All incidents shall be recorded on the Environmental Incident Log. On a monthly basis spill incident details will be entered onto the Bechtel WedSDS data system. (See Appendix H, Project Environmental Incident Report).

2 Emergency Procedures

In the event of a category 1 and category 2 spill, a properly trained employee from the area should:

- Shutdown / stop work; assess the area for any immediate dangers to environment, health or safety.
- Move away from the immediate area;
  - call Spill Response Team Lead: 049 931 763 for environment dangers (Appendix K).
  - call Emergency Phone: 049 931 600 for any health and safety dangers,
  - call Fire Warden Team Lead in case of fire from the spillage: 049 771 334.
  - Notify police, fire departments, and emergency response crews.
- Retrieve the spill kit from the closest location.
- Assess the size of the leak and any immediate threat of the spill reaching the floor / storm drains or permeable surfaces in the area. If there is an immediate threat and there are no safety concerns, then attempt to block the spill from coming in contact with the floor / storm drain or permeable surface. If no drain covers are available, then try to use absorbent granules and/ or sock booms or rags to stop the spill from getting into the drains or to any permeable surfaces.
- If the spill can be contained with absorbent booms, deploy them around the spill. Use the booms to direct the spill away from any immediate hazards (i.e. any equipment).
- If there is no immediate threat to the floor / storm drains or permeable surfaces, or after controlling the spill, try to plug or stop the leak if possible. If applicable, put on the necessary personal protective equipment (gloves, goggles, protective clothing, etc.) and plug the leak.
- Once the spill has been contained and any immediate threat to storm drains or permeable surfaces has been minimized, commence the spill cleanup procedure.
- Place all clean up waste in labeled and approved containers.

- Spill cleanup materials for large spills should be handled by the spill cleanup trained personnel at the location.
- Report the Environmental Incident to the ES&H Department.

In the event of a small spillage without any off site impact (Category 3), a properly trained employee from the area shall:

- Retrieve the spill kit from the closest location.
- Inform the Spill Response Team Lead: 049 931 763 (Appendix K).
- Follow the spill cleanup procedure (Appendix G).
- Place all clean up waste in labeled and approved containers.
- After clean up steps end, complete the report with the ES&H representative (Appendix H.)

Appendix G - Spill / Release Emergency Response Flowchart

ENVIRONMENTAL SPILL RESPONSE PROCEDURE

TARGET ZERO

Off site Impact (Level 1 or 2

YES

Shutdowns/ work stoppages

Assess the area for any immediate dangers to environment, health or safety. Move away from the area

Call Spill Response Team Lead: 049 931763 for environment dangers,
Call Emergency Phone: 049 931600 for any health and safety dangers,
Call Fire Warden Team Lead in case of fire from the spillage :
049 771334
Notify police, fire departments, and emergency response crews

Retrieve the spill kit from the closest location

Once the spill has been contained and any immediate threat to storm drains or permeable surfaces has been minimized, clean up the spill or commences spill cleanup procedures. Incident report completing and sending notification to the project for the incident.

NO (Level 3)

Retrieve the spill I kit from the closest location

Inform the Spill Response Team Lead :
049 931763

Follow the spill cleanup procedure

After clean up steps end, complete the report with the ESH representative

Place clean up waste in labeled and approved containers

Appendix H - Environmental Incident Report

ENVIRONMENTAL INCIDENT REPORT

Environment Incident Data Sheet

Incident Data Sheet

Page 1 of 2

Location of Incident: YU-720

Date & Time of Incident: 19/04/2018 18:00

Name of person reporting incident: Taha Salgın

Designation: Foreman for Drainage Dept.

Incident Description:

Excavator equipment no 11-169, CAT Back Loader working for the Drainage Dept. had hydraulic oil leak due to a break in the engine shaft

Completed by: Emilia Gaga

Signed Clerk Book Date: 19/04/2018

Release Spills

Total amount released: Approx 10 - 15L of Oil
Product Type: Hydraulic Oil
Release period/Start Time: 3 Mins
Offsite impact? No, engineers effected early
If Yes please described

Offsite Emergency Response

Entity: N/A
Time of Arrival:
Name:

ENVIRONMENTAL INCIDENT REPORT

Incident Data Sheet

Page 2 of 2

Injuries Medical Response

Personnel Injuries? N/A
Details (name nature of injury, medical services):

Clean Up Activities

Date Time Started: 19/04/2018 Date Time Completed: 19/04/2018
Responsible Individual: Taha Salgın
Details Actions Taken: Spill kit was applied, contents bagged and collected by the E&SH Dept. for correct disposal. E&SH Dept informed efficiently by Drainage Dept. of the spill.

Remedial Action

Drainage Dept. SHT lead Taha Salgın organised the replenishes of the spill kit and reported the incident to the E&SH dept.

Photos of the incident below:





Appendix I - Environmental Spill Response Team



BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

PROCURE AND CONSTRUCT (PC) SUBCONTRACT FOR BRIDGES B402 and B405

EXHIBIT "B" - SPECIAL CONDITIONS

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SC-1 DEFINITIONS

1.1. "Applicable Laws" means all laws, legislation, ordinances, statutes, rules, regulations, resolutions, directives, circulars, by-laws, orders, charters or decrees in effect at the time the Work under this Subcontract is performed and applicable to the Work or to any portion thereof, including without limitation those of Republic of Kosovo.

1.2. "Change in Law" shall mean any change in Applicable Law occurring after the Effective Date and causing an increase in the cost of the Work or a delay in SUBCONTRACTOR's critical path for performing the Work, including the introduction of new Applicable Law, the repeal or modification of existing Applicable Law, or any change in a judicial or other official governmental interpretation of an Applicable Law.

1.3. "Construction Works Commencement Date" means that a date as determined in Exhibit "B" SC-8 by which SUBCONTRACTOR is required to commence construction Works on site.

1.4. "CONTRACTOR" means the joint venture between Bechtel International, Inc. and Enka Insaat ve Sanayi A.S., also referred to as Bechtel Enka General Partnership (BEGP) as set out in the Subcontracts Form of Agreement, and all of its authorized representatives acting in their professional capacities.

1.5. "Design Team" means, collectively, CONTRACTOR and any other Sub-tier appointed by CONTRACTOR to perform design services in relations to the Project.

1.6. "Defect" means Work that does not comply with the requirements established by this Subcontract.

1.7. "Final Acceptance" means the date stated in the certificate of Final Acceptance issued by CONTRACTOR pursuant to the General Condition titled "ACCEPTANCE AND COMPLETION"

1.8. "Fit for Purpose" means that the Work is (i) fit for the intended purpose set out in this Subcontract or reasonably inferable from it; and (ii) sufficient to allow the Project as a whole to achieve commercial operation and meet all requirements of EMPLOYER under Prime Contract.

1.9. "Effective Date" shall mean the effective date of this Subcontract as set out in the Subcontract Forms of Agreement.

1.10. "EMPLOYER" means the Ministry of Infrastructure on behalf of the Government of The Republic of Kosovo and its authorized representatives and successors in interest.

1.11. "Employer's Representative" means the entity appointed by the EMPLOYER in accordance with the Prime Contract to act on its behalf to supervise the execution of the Prime Contract.

1.12. "Indemnified Parties" means CONTRACTOR, each member of the joint venture between Bechtel International, Inc. and Enka Insaat ve Sanayi A.S., and their respective subsidiaries and affiliates and the officers, directors, agents, employees, successors and assigns and authorized representatives of each of the foregoing.

1.13. "Jobsite" or "Site" means the land and places on which, in which, under which or across which the Work shall be executed and any other lands or places which CONCTRACTOR may make available for the purposes of this Subcontract, and also any other places specified by the Subcontract as part of the Site.

1.14. "Key Staff" means the SUBCONTRACTOR's personnel as specified Special Condition titled "KEY STAFF".

1.15. "Lead Partner" means Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo which is the partner of the consortium authorized to act for and on behalf of all members of

the consortium for submission of invoices and receiving payments. All other responsibilities, obligations and liabilities unless stated otherwise herein will remain that of both the consortium partners which are jointly and severally liable for the performance of the Work and bound to remain in the consortium for the entire duration of this Subcontract.

1.16. "Liabilities" means any and all suits, actions, legal or administrative proceedings claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever nature.

1.17. "Party" or "party" means CONTRACTOR or SUBCONTRACTOR, and "Parties" or "parties" means both of them.

1.18. "Project" means the design and construction of Route 6 Prishtine – Hani i Elezit Motorway Project for EMPLOYER located at the Republic of Kosovo, for which the Work under this Subcontract is being performed.

1.19. "Prime Contract" means the contract between EMPLOYER and CONTRACTOR for the design and construction of Route 6 Prishtine – Hani i Elezit Motorway Project

1.20. "Retainage" has the meaning set out in the Special Condition titled "INVOICING AND PAYMENT"

1.21. "Sub-tier" means a company performing works or providing services for any of the Parties in the Subcontract in relation to the Project at a lower level in the supply chain such as a lower-tier supplier, subcontractor or subconsultant

1.22. "Subcontract" or "subcontract" means this agreement made up of the Subcontract Documents

1.23. "Subcontract Documents" has the meaning set out in the Subcontract Form of Agreement.

1.24. "Subcontract Milestone(s)" means the established completion date(s) set forth in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK", and "time(s) for completion" shall be deemed to be synonymous with Subcontract Milestone(s).

1.25. "Subcontract Schedule" means the Work execution schedule developed and approved pursuant to the Special Condition titled "SUBCONTRACT SCHEDULE".

1.26. "SUBCONTRACTOR" means the entity set out in the Subcontracts Forms of Agreement and all of its authorized representatives, successors, and permitted assigns responsible for the performance of the Work.

1.27. "Technical Specifications" are those set out in the Exhibit "E" – Drawings and Technical Specifications of the Subcontract Documents.

1.28. "Warranty Period" means the period for which SUBCONTRACTOR warrants the Work to CONTRACTOR including any extensions". Warranty Period shall be from Effective Date of this Subcontract to a date twenty-four (24) months after handover to the EMPLOYER of the applicable completed section of Project and shall be extended up to a maximum of an additional twenty-four (24) months for the Works if and to the extent that the Works cannot be used for the purposes for which they were intended by reason of a defect or damage attributable to the SUBCONTRACTOR.

1.29. "Work" means all the stated or implied activities to be performed by SUBCONTRACTOR as required by the Subcontract Documents.

SC-2 INSURANCE

2.1 Unless otherwise specified in this Subcontract, SUBCONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the Work insurance coverage, with limits not less than those set forth below with insurers rated by A.M. Best Company no less

than A-VII or equivalent S&P rating of BBB, and under forms of policies satisfactory to CONTRACTOR.

2.2 SUBCONTRACTOR shall deliver to CONTRACTOR no later than twenty (20) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, certificates of insurance and endorsements as evidence the insurance coverage required herein. Certificates of Insurance shall demonstrate SUBCONTRACTOR's insurance policies contain the minimum limits and coverage set forth in this clause. SUBCONTRACTOR shall also provide a copy of additional insured and waiver of subrogation endorsements for all applicable policies of insurance. SUBCONTRACTOR shall deliver to CONTRACTOR thirty (30) calendar days advance written notice prior to cancellation, termination or material alteration of said policies of insurance. Certificates shall identify on their face the project name and the applicable Subcontract number.

2.3 Insurance Coverage:

(1) Workers' Compensation / Social Security as required by any applicable law or regulation.

(2) Personal Accident insurance in respect of SUBCONTRACTOR'S Employees with benefits of not less than €10,000.00 per person.

The above policies shall include an insurer's waiver of subrogation in favor of the CONTRACTOR, EMPLOYER and the Employer's Representative, and each of their parents, subsidiaries and affiliates, and the officers, directors and employees.

(3) Automobile Liability (Owned, hired and non-owned) with limits of liability for bodily injury or property damage as required by Applicable Laws.
This policy of insurance is a requirement only in the event the SUBCONTRACTOR will operate or have control of motor vehicles within the Republic of Kosovo.

(4) Construction Tools and Equipment Insurance covering loss or damage to any equipment, tools or other property of SUBCONTRACTOR or property under its control which are used in SUBCONTRACTOR's operations hereunder. Such insurance shall include an insurer's waiver of subrogation in favor of in favor of the CONTRACTOR, EMPLOYER and the Employer's Representative, and each of their parents, subsidiaries and affiliates, and the officers, directors and employees. SUBCONTRACTOR waives any and all rights of recovery against in favor of the CONTRACTOR, EMPLOYER and the Employer's Representative, and each of their parents, subsidiaries and affiliates, and the officers, directors and employees for any loss or damage to such equipment, tools or property.

2.4 Related Obligations:

(1) The requirements contained herein as to types and limits, as well as CONTRACTOR's approval of insurance coverage to be maintained by SUBCONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SUBCONTRACTOR under this Subcontract. SUBCONTRACTOR shall require each of its Sub-tiers to comply with all insurance requirements appropriate for its scope of Work, and any deficiency shall not relieve SUBCONTRACTOR of its responsibility herein. Upon written request, SUBCONTRACTOR shall provide CONTRACTOR with complete, copies of all required insurance policies, and/or copies of its Sub-tiers' certificates of insurance.

(2) CONTRACTOR shall have no duty to advise SUBCONTRACTOR in the event SUBCONTRACTOR's insurance does not comply with the requirements of this Subcontract. If SUBCONTRACTOR fails to procure and maintain all the insurance

coverage required by this clause, SUBCONTRACTOR shall indemnify and hold harmless Indemnified Parties from and against all Liabilities that would have been covered by such insurance had SUBCONTRACTOR complied with its obligations herein.

2.6 CONTRACTOR Furnished Insurance

(1) Neither CONTRACTOR nor EMPLOYER is maintaining any insurance on behalf of SUBCONTRACTOR including insurance covering against loss or damage to the Work or to any other property of SUBCONTRACTOR unless otherwise specifically stated herein.

(2) In relation to the SUBCONTRACTOR's onsite activities, CONTRACTOR is providing the following insurance:

a. Construction All Risks insurance on all labor and all materials, equipment and supplies which are to become a permanent part of the Project, while awaiting installation or erection and until completion of such installation, erection and alteration. SUBCONTRACTOR shall be named as additional insured under this coverage, but only as regards SUBCONTRACTOR's Work at the Jobsite and equipment that is properly packaged and in transit. SUBCONTRACTOR shall be responsible for paying the deductible under such policy for loss or damage to labor and materials, equipment or supplies which are to become a permanent part of the Project caused by the negligence or fault of SUBCONTRACTOR or its Sub-tiers or any failure or Defect in the Work.

b. The policy shall include a waiver of insurer's rights of subrogation against all insureds. This insurance is not intended to release or relieve SUBCONTRACTOR of any of SUBCONTRACTOR's obligations or Liabilities under this Subcontract.

c. Third Party Liability insurance under which EMPLOYER, CONTRACTOR and all its Sub-tiers involved with the Work will be named, unnamed or additional insureds, with limits of not less than €5,000,000 per occurrence and with a property damage deductible not to exceed €5,000.

d. The desired limit, umbrella, or excess liability insurance may be used. Coverage under this policy shall be maintained for completed operations hazards on an ongoing basis for a period of twenty-four (24) months following completion of the Project.

2.7 Notifications.

In accordance with the submittal requirements set forth above, SUBCONTRACTOR shall deliver the original and one (1) copy of the certificate(s) of insurance and endorsements required by this clause and all subsequent notices of cancellation, termination and material alteration of such policies to:

Bechtel Enka General Partnership Campus
Ferizaj-Gjilan road 3. Km, Sojevo Village
Ferizaj, Kosovo

Attention: Subcontracts Department
Reference: Subcontract No. 25939-ST1-SA-SSSC-00033

2.8 Non-Waiver.

CONTRACTOR's acceptance of any evidence of insurance, including any certificate of insurance, shall not: (i) constitute acceptance of the adequacy of SUBCONTRACTOR's insurance coverage, (ii) imply that any insurance coverage provided by SUBCONTRACTOR complies with the requirements of this Subcontract, (iii) be deemed as a modification of any of SUBCONTRACTOR'S requirements in the Subcontract, or (iv) waive CONTRACTOR's or EMPLOYER's rights to enforce any of SUBCONTRACTOR's requirements in this

Subcontract, including the requirements concerning insurance coverage amounts, insurance terms and conditions and qualifications of insurance companies.

SC-3 CONTRACTOR-FURNISHED DRAWINGS AND SPECIFICATIONS

3.1 CONTRACTOR shall furnish to SUBCONTRACTOR, as part of this Subcontract, initial, final and implementation design drawings and Implementation Documents (collectively "Contractor-Furnished Drawings"), necessary to execute the Work. SUBCONTRACTOR shall review the Contractor-Furnished Drawings upon receipt, and pursuant to the General Condition titled "SUBCONTRACT IMPLEMENTATION AND INTERPRETATION", SUBCONTRACTOR shall immediately notify CONTRACTOR in writing of any errors, inconsistencies or omissions SUBCONTRACTOR discovers in such documents. Any such errors, inconsistencies or omissions or any misdescription of Work, shall not relieve SUBCONTRACTOR from performing such portion of the Work as if it were fully and correctly set forth and described therein as manifestly necessary to carry out the intent thereof and to perform as is customary for such portion of the Work. SUBCONTRACTOR shall seek clarification and obtain approval from CONTRACTOR for any deviation from the Contractor-Furnished Drawings prior to incorporating such deviation into the Work.

3.2 SUBCONTRACTOR shall perform Work only in accordance with the "Issued for Construction" (IFC) drawings. SUBCONTRACTOR shall maintain at the Jobsite a copy of all approved drawings and any Subcontract requirements, kept current with all changes and modifications. SUBCONTRACTOR shall make this copy available for review to CONTRACTOR, EMPLOYER or Employer's Representative at their request.

3.3 Any Contractor-Furnished Drawings marked as "Reference" or "Information" drawings or similar, whether included in the Subcontract Documents or otherwise provided to SUBCONTRACTOR are for the SUBCONTRACTOR's reference only. Prior to using any information shown thereon for the Work, SUBCONTRACTOR shall verify the correctness and completeness of such information, and make any necessary additional data collection, surveys or investigations at SUBCONTRACTOR's cost.

SC-4 NOT USED

SC-5 MATERIALS AND EQUIPMENT PROVIDED BY CONTRACTOR

5.1 CONTRACTOR will furnish to SUBCONTRACTOR the materials and equipment listed in Exhibit "C" to be incorporated into or used in performance of the Work under this Subcontract at the specified rates set out in Exhibit "C", provided that SUBCONTRACTOR shall, at its expense, accept delivery thereof, load, unload, transport to points of use, and care for such items until final disposition thereof. At time of acceptance of any such item from CONTRACTOR, SUBCONTRACTOR shall sign a receipt therefore. Signing of such receipt without reservation therein shall preclude any subsequent claim by SUBCONTRACTOR that any such items were received from CONTRACTOR in a damaged condition and with shortages. If at any time after acceptance of any such item from CONTRACTOR any such item is damaged, lost, stolen or destroyed, such item shall be repaired or replaced at the expense of SUBCONTRACTOR.

5.2 Items required to be replaced may, at its option, be furnished by CONTRACTOR. Upon completion of all the Work under this Subcontract, SUBCONTRACTOR shall, at its expense, return all surplus and unused items to CONTRACTOR'S designated warehouse or Jobsite storage area.

5.3 SUBCONTRACTOR shall request said materials from CONTRACTOR in a timely manner as to avoid any delay in the progress of the Work

SC-6 CONTRACTOR-FURNISHED PERMITS

6.1 The General Condition titled "PERMITS AND TAXES" notwithstanding, CONTRACTOR will without cost to SUBCONTRACTOR, furnish the permits listed below; however,

SUBCONTRACTOR shall, as necessary, provide CONTRACTOR and OWNER with assistance in obtaining such permits. SUBCONTRACTOR shall, in accordance with said General Condition titled "PERMITS AND TAXES", provide all other permits. All such CONTRACTOR-furnished permits are available for examination at the project office of CONTRACTOR during regular business hours.

6.2 Permits to be furnished by CONTRACTOR:

(1) Construction Permit
(2) Environmental Consent

SC-7 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

7.1 Review and permission to proceed by CONTRACTOR as stated in this Special Condition does not constitute acceptance or approval of the materials and documents developed or selected by SUBCONTRACTOR and any approval by CONTRACTOR shall only constitute permission to proceed and shall not relieve the SUBCONTRACTOR from its obligations under the Subcontract nor shall such approval create any CONTRACTOR or EMPLOYER responsibility for the accuracy of such materials and documents.

7.2 SUBCONTRACTOR's drawings, specifications, samples, certificates and data shall be submitted as set forth below.

(1) Shop Drawings

(a) Shop drawings shall be complete and detailed. For the purpose of this clause, shop drawings shall include but not be limited to detail design; detail, fabrication, assembly, erection and setting drawings; schedule drawings; manufacturer's scale drawings; wiring and control diagrams; cuts or entire catalogs, pamphlets, and descriptive literature; and performance and test data.

(b) Shop drawings shall be checked and coordinated by the SUBCONTRACTOR with the work of all disciplines involved before they are submitted to CONTRACTOR and SUBCONTRACTOR'S approval seal shall provide evidence of such checking and coordination.

(c) Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

(2) Samples

(a) Where samples are required, they shall be submitted by and at the expense of SUBCONTRACTOR. Such submittals shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such samples are needed for incorporation into the Work. Samples shall be subject to review and materials represented by such samples shall not be manufactured, delivered to the Jobsite or incorporated into the Work without such review.

(b) Each sample shall bear a label showing SUBCONTRACTOR's name, Project name, Subcontract number, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number, all as applicable.

(c) Samples, which have been reviewed, may, at CONTRACTOR'S option, be returned to SUBCONTRACTOR for incorporation into the Work.

(3) Certificates and Data

(a) Where certificates are required, four (4) copies of each such certificate shall be submitted by and at the expense of SUBCONTRACTOR. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the Work. Certificates shall be subject to review and material represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without such review.

(b) Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: SUBCONTRACTOR's name, Project name, Subcontract number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

(c) All other data shall be submitted as required by the Subcontract Documents.

(4) SUBCONTRACTOR Furnished Manuals and Spare Parts Lists

(a) The SUBCONTRACTOR shall prepare and submit to the COTNRACTOR operation and maintenance manuals and spare parts lists, delineating quantity, manufacturer, and manufacturer part number, in accordance with the requirements of the Subcontract Documents.

(5) As-Built Drawings and Specifications

(a) Drawings:

(a1) Progress As-Builts: During construction, SUBCONTRACTOR shall keep a current marked-up controlled set of as-built drawings on the Jobsite as an accurate record of all deviations between work as shown and work as installed. These drawings shall be available to CONTRACTOR and EMPLOYER for inspection at any time during regular business hours.

(a2) Final As-Builts: In addition to as-built drawings that may be required for construction turnover, SUBCONTRACTOR shall at its expense prior to Final Acceptance furnish to CONTRACTOR in electronic CAD format and hardcopies three (3) complete sets of signed marked-up as-built reproducible drawings with "AS-BUILT" clearly printed on each sheet. SUBCONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts to final as-builts. As-built drawings shall be provided where specified and as required to reflect as-built conditions.

(b) Endorsement:

(b1) SUBCONTRACTOR shall sign each final as-built drawing and shall note thereon that the recording of deviations and annotations is complete and accurate.

(6) Requests for Information

(a) SUBCONTRACTOR shall promptly submit a Request For Information (RFI) to CONTRACTOR in the following cases:

(a1) if SUBCONTRACTOR is unable to understand technical documents provided to SUBCONTRACTOR by or on behalf of CONTRACTOR or EMPLOYER or otherwise has a query on a technical matter;

(a2) if SUBCONTRACTOR discovers or perceives an ambiguity, error or omission in any of such technical documents;

(a3) if SUBCONTRACTOR discovers or perceives a conflict or discrepancy within any of such technical documents; or

(a4) if SUBCONTRACTOR has a proposal for alternate or substitute material or an alternative method that would not adversely affect safety, quality, cost or schedule.

(b) Each RFI shall be accompanied by appropriate supporting documentation.

(c) SUBCONTRACTOR shall only enter one subject per RFI. An RFI may be identified as applicable to multiple components, systems or commodities.

(7) Field Change Documents

(a) A Field Change Request (FCR) is a document used to request a field change from CONTRACTOR that may affect the original design intent and requires approval by CONTRACTOR prior to implementation.

(b) If SUBCONTRACTOR wishes to deviate from any Subcontract technical requirement or any drawing or other document previously approved by CONTRACTOR, SUBCONTRACTOR shall seek CONTRACTOR's approval prior to commencing work by submitting an FCR to CONTRACTOR. Such FCR shall be accompanied by appropriate supporting documentation.

(c) SUBCONTRACTOR shall only enter one subject per FCR. However, an FCR may be identified as applicable to multiple components, systems or commodities. In no case shall an FCR be used to indicate potential or actual non-compliance with project drawings, specifications, regulatory, code or legal requirements.

(d) Work incorporating the change shall not proceed until the FCR has been approved by the CONTRACTOR.

SC-8 COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK

8.1 SUBCONTRACTOR shall complete the Work under the Subcontract to meet the following Subcontract Milestone dates:

Bridge No / Milestone No	Subcontract Milestone	Milestone Date
B402 / 01	Construction Works Commencement Date	11-Oct-17
B402 / 02	Piling Start Date	11-Oct-17
B402 / 03	Right Hand Side (RHS) Piling Completion	27-Nov-17
B402 / 04	Left Hand Side (LHS) Piling Completion	27-Nov-17
B402 / 05	RHS Foundation Completion	2-Dec-17
B402 / 06	LHS Foundation Completion	2-Dec-17
B402 / 07	RHS Elevation Completion - including pier head installation	28-Dec-17
B402 / 08	LHS Elevation Completion - including pier head installation	28-Dec-17
B402 / 09	Precast Pier Head Production Completion	19-Dec-17
B402 / 10	Precast Beam Production Start	24-Nov-17
B402 / 11	Precast Beam Production Completion	31-Jan-18
B402 / 12	Precast Beam Installation Start	28-Nov-17
B402 / 13	Precast Beam Installation Completion	1-Feb-18

B402 / 14	Completion of first carriageway (RHS)of the bridge to allow usage of bridge for traffic	31-Mar-18
B402 / 15	Completion of second carriageway (LHS) of the bridge to allow usage of bridge for traffic	17-May-18
B402 / 16	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	TBD
B405 / 01	Construction Works Commencement Date	10-Dec-17
B405 / 02	Piling Start Date	20-Nov-17
B405 / 03	Right Hand Side (RHS) Piling Completion	26-Feb-18
B405 / 04	Left Hand Side (LHS) Piling Completion	26-Feb-18
B405 / 05	RHS Foundation Completion	10-Mar-18
B405 / 06	LHS Foundation Completion	10-Mar-18
B405 / 07	RHS Elevation Completion - including pier head installation	4-Jun-18
B405 / 08	LHS Elevation Completion - including pier head installation	4-Jun-18
B405 / 09	Precast Pier Head Production Completion	22-Apr-18
B405 / 10	Precast Beam Production Start	15-Mar-18
B405 / 11	Precast Beam Production Completion	10-Jul-18
B405 / 12	Precast Beam Installation Start	29-Mar-18
B405 / 13	Precast Beam Installation Completion	11-Jul-18
B405 / 14	Completion of first carriageway (RHS)of the bridge to allow usage of bridge for traffic	18-Jul-18
B405 / 15	Completion of second carriageway (LHS) of the bridge to allow usage of bridge for traffic	18-Jul-18
B405 / 16	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	TBD

In addition to the Subcontract Milestones, SUBCONTRACTOR's schedule shall comply with following completion percentages of physical works for following activities:

No.	Progress to be achieved until 31 December 2017	B402	B405
1	Piling Works	100%	42%
2	Foundation Works	100%	8%
3	Elevation and Pier Head Works	100%	0%
4	Precast Pier Head Production Works	100%	0%
5	Precast Beam Production Works	52%	0%
6	Precast Beam Installation Works	50%	0%
7	Deck Slab Concrete Works	0%	0%

8.2 SUBCONTRACTOR shall give CONTRACTOR full information in advance as to its plans for performing each part of the Work. If at any time, SUBCONTRACTOR's actual progress is inadequate to meet the requirements of this Subcontract, CONTRACTOR may notify SUBCONTRACTOR to take such steps as may be necessary to improve its progress, and require SUBCONTRACTOR to submit a written recovery plan that will ensure SUBCONTRACTOR's compliance with the requirements of this Subcontract. If, within a reasonable period as determined by CONTRACTOR, SUBCONTRACTOR does not improve performance to meet the Subcontract Milestones set forth above, CONTRACTOR may require an increase in SUBCONTRACTOR'S labor force, the number of shifts, overtime operations, additional days of work per week, expedited shipment(s) of equipment and materials, and an increase in the amount of construction plant and equipment, all without additional cost to CONTRACTOR. Neither such notice nor CONTRACTOR'S failure to issue

such notice shall relieve SUBCONTRACTOR of its obligation to achieve the quality of work and rate of progress required by this Subcontract.

8.3 Noncompliance with CONTRACTOR's instructions shall be grounds for CONTRACTOR's determination that SUBCONTRACTOR is not prosecuting the Work with such diligence as will assure completion within the times specified. Upon such determination, CONTRACTOR may terminate this Subcontract pursuant to the General Condition titled "TERMINATION FOR DEFAULT".

SC-9 SUBCONTRACT SCHEDULE

9.1 SUBCONTRACTOR shall, within thirty (30) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, submit to CONTRACTOR for its written approval a Subcontract Schedule. The schedule shall consist of a precedence network diagram using the critical path method (CPM) to show each individual essential activity in sequence to meet the Subcontract Milestones of the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".The diagram shall show durations and dependencies including off-Jobsite activities such as fabrication of equipment (if any), procurement, delivery of materials, and items to be furnished by CONTRACTOR. It shall show total float and free-float times. Float shall not be considered to be for the exclusive benefit of either CONTRACTOR or SUBCONTRACTOR. Extensions of time for performance permitted under other Subcontract clauses shall be made only to the extent that equitable time adjustments for affected activities exceed the total float available along their paths.

9.2 The activity listing shall, at minimum, show the following information for each activity on the diagram:

- Identification by node or activity number;
- Description of the task or event;
- Duration;
- Personnel by craft;
- Equipment;
- Earliest start and finish dates; and
- Latest start and finish dates.

9.3 The Subcontract Schedule shall comply with all of the following requirements:

(1) The Subcontract Schedule shall meet Subcontract Milestones and completion percentages stated under Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".

(2) The Subcontract Schedule shall in the form of the computerized Critical Path Method (CPM) networks developed using the Precedence Diagramming Method (PDM), and submitted in both hard copy and electronic data format;

(3) The Subcontract Schedule shall be developed in Microsoft Project;

(4) A standard Gregorian calendar shall be used for planning and execution of the Works;

(5) The Subcontract Schedule shall include details of the SUBCONTRACTOR's allowance for public holidays and non-work periods. The Milestone dates shall be based on calendar days, not work days;

(6) The Subcontract Schedule shall be fully resource loaded as appropriate or as required by CONTRACTOR, covering all stages and aspects of the Subcontract and shall include, but not be limited to:

(a) Major manpower for installation;
(b) Number of items of SUBCONTRACTOR's plant and equipment;

(c) Number of drawings and other design deliverables;
(d) Quantities of the principal components or parts; and
(e) Quantities of the principal bulk materials.

9.4 In addition SUBCONTRACTOR shall submit a complementary and detailed narrative description of its plan for performing the Work. The narrative description shall summarize equipment and personnel requirements by craft to complete a resource loaded schedule.

9.5 SUBCONTRACTOR shall promptly inform CONTRACTOR of any proposed change in the schedule and narrative and shall furnish CONTRACTOR with a revised schedule and narrative within ten (10) calendar days after approval by CONTRACTOR of such change. The schedule and narrative shall be kept up to date, taking into account the actual work progress and shall be revised every thirty (30) calendar days unless otherwise agreed by CONTRACTOR. The revised schedule and narrative shall, as determined by CONTRACTOR, be sufficient to meet the requirements for completion of any separable part and all of the Work as set forth in this Subcontract.

9.6 CONTRACTOR, at any time, may instruct SUBCONTRACTOR to submit a revised program and supporting report describing the revised methods which the SUBCONTRACTOR proposes to adopt in order to expedite progress and complete Works, achieving Subcontract Milestones set out under SC-8.

9.7 Throughout performance of the Work, SUBCONTRACTOR shall participate in progress and coordination meetings as required by CONTRACTOR and shall submit to CONTRACTOR periodic reports on the actual progress. Such progress reports shall include the following:

(1) Procurement and Material Delivery:

(a) Weekly Status of Delivery Schedules;

(b) Monthly Equipment Inspection Summary.

(c) Monthly Purchase Order and Subcontract Award Schedule(s).

(2) Construction:

(a) Monthly A copy of the Subcontract Schedule showing actual progress to date for the major parts of the Work, as compared to planned progress;

(b) Weekly A rolling four-week schedule showing one week actual progress and a three-week look-ahead forecast. Variation from approved schedules and plans shall be noted and rationalized;

(c) Weekly A weekly report of quantities installed versus total quantities on items of the Work selected by CONTRACTOR;

(d) Weekly An exception report detailing all components that are in delay. This report shall be annotated with the reasons for the delay and indicate what actions SUBCONTRACTOR is taking to recover the time lost;

(e) Monthly A report detailing the number of each class of SUBCONTRACTOR's personnel and of each type of SUBCONTRACTOR's equipment on Site; and

(f) Daily A daily force report listing all personnel by craft and non-manual and work assignment, and construction facilities and plant and equipment utilized in the Work.

9.8 The first monthly progress reports mentioned above shall cover the period up to the end of the first calendar month following the Effective Date and all monthly report submissions shall be made within two (2) days after the last day of the period to which they relate. All schedules and reports shall be furnished in hardcopy and/or electronic files as specified by CONTRACTOR.

SC-10 TEMPORARY ACCESS AND HAUL ROADS

10.1 CONTRACTOR shall at its expense, construct and maintain temporary access and haul roads as may be reasonably necessary for the proper performance of the Works. CONTRACTOR and SUBCONTRACTOR shall agree on proposed roads prior to road construction.

SC-11 SAFETY AND HEALTH REQUIREMENTS

11.1 SUBCONTRACTOR shall be solely responsible for conducting operations under this Subcontract to avoid risk of harm to the health and safety of persons and property and for inspecting and monitoring all equipment, materials and work practices used in the Work to ensure compliance with its obligations under this Subcontract.

11.2 Within thirty (30) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, SUBCONTRACTOR shall submit a written Safety and Health (S&H) Plan to CONTRACTOR for review and approval.

11.3 SUBCONTRACTOR'S S&H Plan shall as a minimum conform and comply with:

(1) All Applicable Laws governing safety and health in the workplace, including but not limited to compliance with applicable permits, project plans and approvals;

(2) SUBCONTRACTOR's specific Scope of Work under this Subcontract;

(3) EMPLOYER's S&H Plan, including revisions thereto; and

(4) CONTRACTOR's Environmental, Safety and Health (ES&H) Plan provided in the Appendix B-1 titled "CONTRACTOR's Environmental Safety and Health Plan" of this Subcontract, including revisions thereto.

11.4 To the extent allowed by law, SUBCONTRACTOR shall assume all responsibility and Liabilities with respect to all matters regarding the safety and health of its employees and the employees of SUBCONTRACTOR's Sub-tiers, with respect to the Work.

11.5 SUBCONTRACTOR's failure to correct any unsafe condition for which SUBCONTRACTOR is responsible, or any unsafe act committed by SUBCONTRACTOR or its Sub-tiers will entitle CONTRACTOR to stop the affected portion of the Work or operations until the unsafe act or condition is corrected to CONTRACTOR'S satisfaction. All corrective actions shall be at SUBCONTRACTOR's expense. SUBCONTRACTOR shall not be entitled to any adjustment to its compensation or time to perform the Work on account of any resulting suspension or corrective actions.

11.6 If the unsafe act or condition continues despite notice and reasonable opportunity to affect a resolution, CONTRACTOR may, at its sole discretion, correct the unsafe act or condition at SUBCONTRACTOR'S expense pursuant to the General Condition titled "BACKCHARGES" or terminate this Subcontract pursuant to the General Condition titled "TERMINATION FOR DEFAULT". Resolution will require immediate action in the case of an emergency and/or incident or condition endangering life or property or in a situation where any portion of the Project or EMPLOYER's property has ceased operation or is materially and/or adversely affected in its operation.

11.7 SUBCONTRACTOR shall assign to the Jobsite one (or more as necessary for compliance with the terms of this clause) safety representative(s) acceptable to CONTRACTOR. Such

safety representative(s) shall be physically located at the Jobsite, shall have authority to correct unsafe acts or conditions and shall participate in periodic safety meetings with CONTRACTOR. SUBCONTRACTOR shall instruct its personnel on the requirements of SUBCONTRACTOR'S S&H Plan and coordinate with other Jobsite contractors and subcontractors on safety matters required for the Work.

11.8 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall furnish all safety equipment required for the Work, require the use of such safety equipment, and provide applicable safety instructions and training to its employees. All safety equipment must be manufactured to a standard acceptable to CONTRACTOR.

11.9 SUBCONTRACTOR shall maintain accident and injury records as required by Applicable Laws. Such records will be made available to CONTRACTOR upon request. SUBCONTRACTOR shall furnish CONTRACTOR with a weekly and monthly summary of accidents, injuries, and labor hours lost to work related injuries/illnesses of its employees and employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier, in a form and format designated by CONTRACTOR.

11.10 SUBCONTRACTOR shall immediately report to CONTRACTOR any death, injury or damage to property incurred or caused by SUBCONTRACTOR'S employees and employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier.

SC-12 NOT USED

SC-13 PERFORMANCE AND PAYMENT SECURITIES

13.1 Unless expressly waived by CONTRACTOR, SUBCONTRACTOR shall, within twenty (20) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of the first invoice, SUBCONTRACTOR furnish to CONTRACTOR the following security:

(1) An unconditional and irrevocable Performance Bond or equivalent on-demand instrument for performance of the Work under this Subcontract. Such security shall be in an amount equal to five percent (5%) of the Subcontract value until Final Acceptance and which shall then be reduced to two and a half percent (2.5%) until expiration of the warranty period specified in the General Condition titled "WARRANTY". Subject to the satisfactory completion of all Subcontract obligations and the warranty period, CONTRACTOR will return any still valid security to SUBCONTRACTOR.

13.2 SUBCONTRACTOR shall, also furnish to CONTRACTOR, prior to CONTRACTOR's advance payment in accordance with Article 3 of Exhibit "C" titled "ADVANCE PAYMENT", the following security:

(1). An unconditional and irrevocable Advance Payment Bond or equivalent on-demand instruments in an amount equal to one hundred percent (100%) of the advance payment value. Such Bank Guarantee to be returned upon repayment of the advance as specified in Exhibit "C".

13.3 Such securities shall be issued in a form and by a first class financial institution acceptable to CONTRACTOR. SUBCONTRACTOR shall have such securities modified to account for all Subcontract changes including those made pursuant to the General Condition titled "CHANGES" modifying scope, Subcontract price, and schedule acceleration or deceleration.

SC-14 MEASUREMENT FOR PAYMENT

14.1 Compensation will be made on a monthly basis, proportionally against the percentage complete of each pay item against the schedule of pay items set forth in Exhibit "C", and in accordance with the applicable measurement for payment provisions specified.

14.2 Written monthly estimates shall be prepared by SUBCONTRACTOR for CONTRACTOR's approval covering the amount and value of work satisfactorily performed by SUBCONTRACTOR up to the date of such estimate and projected out to the end of the invoiced period. Such estimate may be made by strict measurement, or by estimate, or partly by one method and partly by the other. Estimates shall not include materials or equipment not incorporated or projected for incorporation into the Work. The quantity of work to be paid for any pay item shall be number of CONTRACTOR approved units of work satisfactorily completed in accordance with the specified unit measurement for payment provisions of this Subcontract.

14.3 Estimated Total Quantities defined in Exhibit "C" shall be adjusted per the quantities established by Implementation Design, and if required, by agreement between the Parties from time to time to take account of design progress and/or quantity corrections (not arising from a Change). Such adjustments to the Estimated Total Quantities do not result in an adjustment to the Subcontract Price.

14.4 SUBCONTRACTOR shall make all surveys necessary for determining all quantities of work to be paid under this Subcontract. Copies of field notes, computations and other records made by SUBCONTRACTOR for the purpose of determining quantities shall be furnished to CONTRACTOR upon request. SUBCONTRACTOR shall notify CONTRACTOR prior to the time such surveys are made. CONTRACTOR, at its sole discretion, may witness and verify such surveys. Measurements and computations shall be made by such methods as CONTRACTOR may consider appropriate for the class of work measured and the estimate of quantities of work completed shall be compatible with the reporting requirements of the Special Condition titled "SUBCONTRACT SCHEDULE". The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of work where not definitely indicated on the drawings or in the specifications shall be as determined by CONTRACTOR.

14.5 CONTRACTOR shall review SUBCONTRACTOR'S monthly estimate and return an approved copy to SUBCONTRACTOR. Pursuant to the Special Condition titled "INVOICING AND PAYMENT", SUBCONTRACTOR shall prepare and submit to CONTRACTOR invoices in accordance with the approved monthly estimates.

SC-15 INVOICING AND PAYMENT

15.1 SUBCONTRACTOR shall prepare and submit monthly invoices, assuming a cutoff date of twenty sixth (26th) of every month, as follows:

(1) SUBCONTRACTOR submits its monthly interim payment certificate (IPC) for a period from the twenty sixth (26th) of previous month to the twenty sixth (26th) of invoice submission month on the following working day from the cutoff date specified above based on the actual Work performed on Site against each pay item set out in Exhibit "C" and in accordance with the payment provisions of this Subcontract,

(2) CONTRACTOR reviews SUBCONTRACOR's IPC with SUBCONTRACTOR and upon approval returns them for submittal with SUBCONTRACTOR's invoice within twenty five (25) days, and

(3) SUBCONTRACTOR submits its monthly invoice along with a copy of the IPC approved by CONTRACTOR.

15.2 SUBCONTRACTOR shall certify in each invoice that there are no encumbrances against title to the Work (such as liens, charges, security interests or the like), and that all due and payable bills have been paid or are included in the application for payment including taxes due in respect of the Work and its employees.

15.3 Within forty (40) calendar days after receipt of a correct invoice, CONTRACTOR will pay SUBCONTRACTOR hundred percent (100 %) of the approved invoice amount.

15.4 CONTRACTOR may, as a condition precedent to any payment, require SUBCONTRACTOR to submit for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against CONTRACTOR or EMPLOYER arising under or by virtue of this Subcontract. Upon request, SUBCONTRACTOR shall in addition furnish acceptable evidence that all such claims have been satisfied.

15.5 Any amounts otherwise payable under this Subcontract may be withheld, in whole or in part, if:

(1) Any claims are filed against SUBCONTRACTOR by CONTRACTOR, EMPLOYER or third parties;

(2) SUBCONTRACTOR is in material default of any Subcontract condition including, but not limited to, the schedule, quality assurance and health and safety requirements;

(3) SUBCONTRACTOR has not submitted:

(a) Schedules as defined in the Special Condition titled "SUBCONTRACT SCHEDULE",

(b) Proper insurance certificates, or not provided proper coverage or proof thereof, and

(c) Required performance and payment securities

(d) Safety & Health Plan

(e) Environmental Complience Plan

(f) Quality Assurance and Quality Control Plan

(4) Adjustments are due from previous overpayment or audit result; or

(5) Offsets in favor of CONTRACTOR in other transactions are asserted.

(6) Any work has not been approved and/or certified by Employer's Representative.

15.6 CONTRACTOR will pay such withheld payments if SUBCONTRACTOR:

(1) Pays, satisfies or discharges any claim of CONTRACTOR, EMPLOYER, or third parties against SUBCONTRACTOR under or by virtue of this Subcontract; or

(2) Cures all defaults in the performance of this Subcontract.

15.7 If claims filed against SUBCONTRACTOR connected with performance under this Subcontract, for which CONTRACTOR may be held liable if unpaid (e.g., unpaid withholding and back taxes), are not promptly removed by SUBCONTRACTOR after receipt of written notice from CONTRACTOR to do so, CONTRACTOR may remove such claims and deduct all costs in connection with such removal from withheld payments or other monies due, or which may become due, to SUBCONTRACTOR. If the amount of such withheld payment or other monies due SUBCONTRACTOR under this Subcontract is insufficient to meet such costs, or if any claim against SUBCONTRACTOR is discharged by CONTRACTOR after final payment is made, SUBCONTRACTOR and its surety or sureties, if any, shall promptly pay CONTRACTOR all costs incurred thereby regardless of when such claim arose or whether such claim imposed a lien upon the Project or the real property upon which the Project is situated.

15.8 In the event a lien is filed, SUBCONTRACTOR shall remove the lien, or see that it is removed or shall furnish a bond for the full amount thereof within seven (7) calendar days of notice by

CONTRACTOR or as otherwise specified by Applicable Laws. Upon SUBCONTRACTOR'S failure to promptly comply with the foregoing requirements CONTRACTOR may remove such liens. SUBCONTRACTOR shall reimburse CONTRACTOR for all costs in connection with the removal of such liens and CONTRACTOR may deduct such costs from payments or other monies due, or which may become due, to SUBCONTRACTOR.

15.9 Upon receipt by SUBCONTRACTOR of CONTRACTOR's written Certificate of Final Acceptance of the Work under this Subcontract, SUBCONTRACTOR shall prepare, as required above, an estimate of all remaining work not invoiced in relation to any of the IPC but satisfactorily completed under this Subcontract. Upon CONTRACTOR's approval of such estimate, SUBCONTRACTOR shall prepare and submit its final invoice in accordance with the approved estimate.

15.10 Unless otherwise specified by Applicable Laws, CONTRACTOR shall, within sixty (60) calendar days following submittal of such final invoice, pay to SUBCONTRACTOR the amount then remaining due, provided that, SUBCONTRACTOR shall have furnished CONTRACTOR and EMPLOYER for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, waivers and releases of all claims against CONTRACTOR or EMPLOYER arising under or by virtue of this Subcontract, except such claims, if any, as may with the consent of CONTRACTOR and EMPLOYER be specifically excepted by SUBCONTRACTOR from the operation of the release in stated amounts to be set forth therein.

15.11 No payments of invoices or portions thereof shall at any time constitute approval or acceptance of any work under this Subcontract, nor be considered a waiver by CONTRACTOR or EMPLOYER of any of the terms of this Subcontract. However, title to all equipment and materials which has vested in CONTRACTOR or EMPLOYER pursuant to the Special Condition, titled "TITLE AND RISK OF LOSS" shall not be part of SUBCONTRACTOR's property or estate, unless otherwise specified by Applicable Law, in the event SUBCONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of SUBCONTRACTOR's insolvency, or if all or any portion of this Subcontract is terminated.

15.12 SUBCONTRACTOR shall submit all invoices in original and two (2) copies to:

Bechtel Enka General Partnership
Pejton``Mujo Ulqinaku''5/9 4th Floor
Prishtine - Republic of Kosovo
Fiscal No: 600455324
VAT No: 330062133
Business No: 70658755

Attention: Accounts Payable
Reference: Subcontract No. 25939-ST1-SA-SOSC-00040

SC-16 QUALITY ASSURANCE AND QUALITY CONTROL PROGRAM

16.1 Within thirty (30) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, SUBCONTRACTOR shall submit a project specific Quality Assurance and Quality Control Plan for CONTRACTOR's approval, consisting of the following documents or their equivalent as determined by CONTRACTOR:

(1) Valid ISO 9001:2008 Certification

(2) Project specific Quality Assurance and Quality Control Plan for design activities, in compliance with CONTRACTOR's Quality Assurance and Quality Control Plans, and Design Management and Review procedures, ensuring an efficient traceability and control of design review and submittals in compliance with the Project schedule and requirements.

(3) Project specific Quality Assurance and Quality Control Plan for construction activities in compliance with CONTRACTOR's Quality Assurance and Quality Control Plans and Inspection and Test Plan (ITP) requirements for all Works

16.2 The Project specific Quality Assurance and Quality Control Plan shall comply with all ISO 9001:2008 requirements (unless the scope of work justifies exclusion) and address all activities relevant to the Work and shall demonstrate how all work performed by SUBCONTRACTOR will conform to the applicable quality and Subcontract requirements.

16.3 The plan shall define the documented quality system to be applied by SUBCONTRACTOR throughout the Work, in accordance with the requirements of ISO 9001:2008 and make reference to all relevant SUBCONTRACTOR procedures and manuals.

16.3 The plan shall address the interfaces between CONTRACTOR, SUBCONTRACTOR, and other relevant organizational entities. The plan shall include an organization chart showing SUBCONTRACTOR's corporate and Project organization responsible for managing, performing and verifying the Work. The organization chart shall be supported with a reporting and functional description of SUBCONTRACTOR's Project organization and identification of the quality related responsibilities of key positions including a division of authority and responsibilities

16.5 The plan shall be updated as necessary throughout the Subcontract to reflect any changes to SUBCONTRACTOR's documented quality system.

16.6 SUBCONTRACTOR's documented quality system shall provide for the issuance of a "Stop Work" order by SUBCONTRACTOR or CONTRACTOR at any time during the Work, when significant adverse quality trends and/or deviations from the approved Quality Assurance and Quality Control Plan are found.

16.7 SUBCONTRACTOR's failure to adhere to the standards of quality required by this Subcontract shall be deemed to be reasonable grounds for insecurity in which event CONTRACTOR may demand in writing that SUBCONTRACTOR provide adequate assurances of SUBCONTRACTOR's ability to meet said standards. In such event or if, in CONTRACTOR's reasonable opinion, SUBCONTRACTOR's quality standards do not comply with the requirements of this Subcontract, CONTRACTOR's notice may require SUBCONTRACTOR to provide a written recovery plan showing corrective measures have been implemented to ensure SUBCONTRACTOR's compliance with the quality requirements. If SUBCONTRACTOR does not provide adequate assurance acceptable to CONTRACTOR or remedied the condition to CONTRACTOR's satisfaction within the time period stated in CONTRACTOR's notice, CONTRACTOR may develop and impose a recovery plan on SUBCONTRACTOR. All costs incurred by SUBCONTRACTOR, CONTRACTOR, EMPLOYER and / or Employer's Representative to develop and implement any such recovery plan shall be to the account of SUBCONTRACTOR.

16.8 CONTRACTOR reserves the right to perform Quality Assurance audits of SUBCONTRACTOR's approved Quality Assurance and Quality Control Program, including its Sub-tiers, at any stage of the Work.

16.9 Notwithstanding anything to the contrary above, SUBCONTACTOR shall comply with all the requirements set out in the Appendix B-2 titled "Quality Assurance".

SC-17 TITLE AND RISK OF LOSS

17.1 Where SUBCONTRACTOR fabricates or purchases equipment, materials or other tangible items (Goods) for incorporation into the Work or any of its separate parts, the title of such Goods shall be vested in CONTRACTOR when the first of the following events occurs:

(1) The Goods or part thereof is first identifiable as being appropriated to the Subcontract,

(2) When CONTRACTOR pays for the Goods or part thereof in accordance with the Subcontract, or

(3) When the Goods or part thereof are dispatched to or from SUBCONTRACTOR'S fabrication yard or to the Jobsite.

17.2 However such transfer of title in the Goods will be without prejudice of CONTRACTOR'S right to refuse the Goods in case of non-conformity with the requirements of the Subcontract.

17.3 Irrespective of transfer of title in the Goods, SUBCONTRACTOR shall remain responsible for risk of loss or damage to work in progress and all Goods until Final Acceptance.

17.4 SUBCONTRACTOR shall ensure that the above provisions are imposed upon its Sub-tiers and shall execute all documents and take all steps necessary or required by CONTRACTOR to vest title as CONTRACTOR may direct.

17.5 Title to standard Goods of the type usually bought in bulk such as reinforcement bars, piping materials, non-tagged instruments and instrument installation material, cable and similar items which are not incorporated into the Work shall revert to SUBCONTRACTOR upon agreement by CONTRACTOR that such Goods are not required for the Work.

SC-18 NOT USED

SC-19 NOT USED

SC-20 TRAINING PROGRAM

20.1 SUBCONTRACTOR shall provide the support, resources, documentation, qualified SUBCONTRACTOR or vendor instructors, and time for adequate and effective training.

20.2 Before any SUBCONTRACTOR employees are placed on any worksite, Project required training shall be provided and verified by comprehension testing.

20.3 SUBCONTRACTOR's employees and employees of its Sub-tier(s) shall attend at a minimum CONTRACTOR provided training applicable to Work, listed in Appendix B-3. If any portion of Work require further safety, quality and/or skills enhancements trainings, it is SUBCONTRACTOR's responsibility to provide such trainings to the employees performing the Work. Documentation of these trainings and comprehension testing shall be maintained and made available to CONTRACTOR.

20.4 SUBCONTRACTOR's training materials shall reflect changes in Applicable Laws and Project requirements.

20.5 SUBCONTRACTOR shall provide S&H Practices Booklets or similar handout(s) to all employees.

20.6 All SUBCONTRACTOR employees shall attend CONTRACTOR's New Employee Orientation. SUBCONTRACTOR shall have a tracking system in place to ensure all employees attend the New Employee Orientations.

20.7 At all times, an authorised and responsible SUBCONTRACTOR employee shall escort and supervise all Project visitors/vendors/delivery personnel.

SC-21 LIQUIDATED DAMAGES

21.1 The Parties hereby agree that the damages which CONTRACTOR will sustain as a result of SUBCONTRACTOR's failure to meet key Subcontract Milestones are difficult or impossible to determine with certainty and, therefore, have in good faith estimated as fair compensation the liquidated damages (LD) as set forth below. If SUBCONTRACTOR fails to perform the Work

on or before the dates specified in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK" for the Subcontract Milestones listed below, or any extensions evidenced by a Change Notice/Order or duly executed Subcontract Amendment, the SUBCONTRACTOR shall pay to CONTRACTOR as fixed, agreed and liquidated damages for each calendar day of delay the sum(s) specified below, which amounts shall be independently calculated for each Subcontract Milestone indicated:

Bridge No / Milestone No	Subcontract Milestone	LD per calendar day (Euro)
B402 / 03	Right Hand Side (RHS) Piling Completion	5,000
B402 / 04	Left Hand Side (LHS) Piling Completion	5,000
B402 / 05	RHS Foundation Completion	5,000
B402 / 06	LHS Foundation Completion	5,000
B402 / 07	RHS Elevation Completion - including pier head installation	5,000
B402 / 08	LHS Elevation Completion - including pier head installation	5,000
B402 / 12	Precast Beam Installation Start	5,000
B402 / 13	Precast Beam Installation Completion	5,000
B402 / 14	Completion of first carriageway (RHS)of the bridge to allow usage of bridge for traffic	5,000
B402 / 15	Completion of second carriageway (LHS) of the bridge to allow usage of bridge for traffic	5,000
B402 / 16	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	5,000
B405 / 03	Right Hand Side (RHS) Piling Completion	8,000
B405 / 04	Left Hand Side (LHS) Piling Completion	8,000
B405 / 05	RHS Foundation Completion	8,000
B405 / 06	LHS Foundation Completion	8,000
B405 / 07	RHS Elevation Completion - including pier head installation	8,000
B405 / 08	LHS Elevation Completion - including pier head installation	8,000
B405 / 12	Precast Beam Installation Start	8,000
B405 / 13	Precast Beam Installation Completion	8,000
B405 / 14	Completion of first carriageway (RHS)of the bridge to allow usage of bridge for traffic	8,000
B405 / 15	Completion of second carriageway (LHS) of the bridge to allow usage of bridge for traffic	8,000
B405 / 16	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	8,000

21.2 The application of liquidated damages shall not effect a change in the Subcontract Milestones or relieve SUBCONTRACTOR of its obligation to improve its progress, pursuant to the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK", and to achieve or mitigate the failure to achieve any Subcontract Milestone. Liquidated Damages shall be applicable for each bridge sperately and any recovery or application of LDs shall not affect the application of other bridge.

21.3 Payments of liquidated damages shall become due immediately upon failure to achieve a Subcontract Milestone. CONTRACTOR shall be entitled to withhold from payments due, offset against other obligations, and draw down on letter(s) of credit or performance securities any and all liquidated damages due from SUBCONTRACTOR.

21.4 Notwithstanding Clause 21.3, CONTRACTOR may, if evidenced in the SUBCONTRACTOR's schedule that the forecast date for a Subcontract Milestone is scheduled to exceed the Subcontract Milestone listed in clause 21.1, withhold an estimated forecast of the damages commensurate with the forecast delay period. Any forecast withheld by the CONTRACTOR will, if SUBCONTRACTOR improves on the date for Completion be refunded in part or whole subject to the final determination of LD's.

21.5 Liquidated Damages incurred by SUBCONTRACTOR due to a failure to meet the dates of Subcontract Milestones No. 3, 4, 5, 6, 7, 8, 12 and 13 shall be recoverable providing that SUBCONTRACTOR meets the dates for Subcontract Milestones No. 14, 15 and 16 for each bridge seperately. Meeting Subcontract Milestones 14, 15 and 16 for one bridge does not relieve SUBCONTRACTOR's Liquidated Damages incurred for other bridge.

21.6 Maximum amount of Liquidated Damages shall be be capped at the twenty percent (20%) of the Lump Sum value of each bridge seperately.

21.7 Nothing in this clause shall operate to restrict any other rights and remedies available to CONTRACTOR or EMPLOYER at Applicable Laws or under this Subcontract.

21.8 For the purposes of calculating liquidated damages, any delays on the works performed by CONTRACTOR as set out in the Article 5 Exhibit "C" titled CONTRACTOR PERFORMED WORK" directly impacting completion dates of the Subcontract Milestones above will be excluded.

SC-22 APPLICABLE LAW

22.1 This Subcontract shall be governed by and construed in accordance with the laws of Republic of Kosovo excluding its conflict of law rules which may apply the laws of any other jurisdiction, and each party hereto agrees not to assert as a defense in any proceeding that it is not subject to the laws of Republic of Kosovo.

SC-23 SECURITY INTEREST

23.1 SUBCONTRACTOR grants CONTRACTOR: (i) a security interest in (a) the equipment, materials, inventory and other tangible items identified to this Subcontract or required for the Work, (b) any special tooling and special test equipment required for the Work, (c) any licenses entered into with third parties with respect thereto and (d) any proceeds thereof; and (ii) a collateral assignment of and a lien and security interest in all SUBCONTRACTOR'S purchase orders and lower-tier subcontracts and its rights and claims against lower-tier subcontractors and suppliers in the event of SUBCONTRACTOR'S default under this Subcontract (all collectively referred to as "Collateral"). Such Collateral shall be provided as security for the full and timely payment and performance of all obligations of SUBCONTRACTOR under this Subcontract, including all obligations that arise as a result of CONTRACTOR'S exercise of a remedy in connection with this Subcontract. The above requirements apply whether such Collateral is now owned or is acquired by SUBCONTRACTOR during the performance of the Work.

23.2 SUBCONTRACTOR further agrees:

(1) To file such financing statements or other related documents evidencing such security interest as CONTRACTOR may request from time to time for the purpose of perfecting or continuing such security interest in the Collateral and to deliver file-stamped copies to CONTRACTOR;

(2) To ratify any filings made by CONTRACTOR before the execution of this Subcontract;

(3) To appoint and hereby appoints CONTRACTOR as SUBCONTRACTOR'S attorney-in-fact to file all documentation referenced above and take any other actions in SUBCONTRACTOR'S name to perfect or continue CONTRACTOR'S security

interest in the Collateral;

(4) To provide to CONTRACTOR such information as is necessary for filing all documentation referenced above; and

(5) To obtain such consents as may be reasonably required by CONTRACTOR from the counterparties to licenses with SUBCONTRACTOR necessary for the use of the Collateral by CONTRACTOR, OWNER and their respective affiliates, and each of their directors, officers, employees, agents, representatives, successors, assigns, contractors, subcontractors, licensees and sublicenses, upon the exercise of such security interest by CONTRACTOR in accordance with this Subcontract.

23.3 SUBCONTRACTOR shall, and agrees to permit CONTRACTOR'S representatives to, appropriately mark and/or segregate the Collateral to indicate CONTRACTOR'S and OWNER'S interest therein. SUBCONTRACTOR shall take all appropriate actions to maintain CONTRACTOR'S perfection and priority and all steps required by CONTRACTOR to maintain CONTRACTOR'S or OWNER'S title in any property and to protect CONTRACTOR and OWNER against claims by other parties with respect thereto. SUBCONTRACTOR shall not sell, assign, or otherwise dispose of any of the Collateral or create, suffer, or permit to attach or exist any lien or encumbrance thereon or on any other property of OWNER or CONTRACTOR, provided such obligations will not limit SUBCONTRACTOR'S other remedies for payment under this Subcontract and at law. SUBCONTRACTOR further agrees that CONTRACTOR'S right to a security interest is in addition to and not in lieu of any other rights of CONTRACTOR or OWNER to the Collateral under this Subcontract or at law.

23.4 SUBCONTRACTOR shall insert the substance of this clause in all of its purchase orders and subcontracts pursuant to which advances or progress payments are to be made.

SC-24 MEASUREMENT SYSTEM

24.1 SUBCONTRACTOR shall use the Metric (SI) system of measurement for all designs, specifications, drawings, plans and work except as otherwise directed in writing by CONTRACTOR.

SC-25 ARBITRATION

25.1 Any controversy or claim arising out of or relating to this Subcontract or the breach thereof shall, at the written request of a party delivered to the other party not less than thirty (30) calendar days in advance of the date of such submittal, be submitted to arbitration in accordance with the Rules, then obtaining, of the International Chamber of Commerce. The proceedings shall be in English and the arbitrator(s) shall provide a written opinion. The award rendered by the arbitrator(s) shall be binding upon the parties without appeal. The site of such arbitration shall be Vienna, Austria. Judgment upon such award may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce such award may elect. Each party shall bear its own expenses of arbitration and any costs paid to the International Chamber of Commerce shall be shared equally by the parties.

SC-26 KEY PERSONNEL

26.1 SUBCONTRACTOR shall not reassign or remove the key personnel listed below without the prior written authorization of CONTRACTOR.

Name	Title/Position
TBD	Project/Construction Manager

SC-27 LANGUAGE REQUIREMENTS

27.1 The Subcontract Documents and all notices, communications and submittals between the

parties pursuant to the implementation of this Subcontract shall be in the English language, unless otherwise directed in writing by CONTRACTOR. All translation services, to include the physical presence of qualified translators in both office and field, necessary for written or oral communications with CONTRACTOR and all members of SUBCONTRACTOR'S work force or in the course of routine Jobsite coordination of any nature, shall be provided by SUBCONTRACTOR. SUBCONTRACTOR warrants these services and their staffing shall fully meet the standards and requirements established by CONTRACTOR.

SC-28 CAMP ACCOMMODATION

28.1 CONTRACTOR may provide temporary facilities for accommodation, messing, ablution and limited recreation, exclusive of meals, for SUBCONTRACTOR'S personnel at the Jobsite at the following rates depending on availability, subject to CONTRACTOR's rules and regulations for occupancy and individual conduct. The rates below are inclusive of utilities, laundry and cleaning services. Accommodation shall be subject to CONTRACTOR's individual approval of SUBCONTRACTOR's personnel and SUBCONTRACTOR agrees to remove any individual and his or her belongings within twenty-four (24) hours of CONTRACTOR's or EMPLOYER's written request.

Category	Type Accommodation	Monthly Rate
A - Staff	Single Room	200 Euro
B - Foreman	Double Room	150 Euro
D - Craft	Dormitory	150 Euro

28.2 If CONTRACTOR provides any of the said temporary facilities, the costs of such accommodations shall be invoiced to SUBCONTRACTOR on a monthly basis.

SC-29 DRUGS, ALCOHOL AND WEAPONS

29.1 SUBCONTRACTOR's personnel shall not bring onto the Jobsite, or any other location where the Work is being performed under this Subcontract, any firearm of any nature, a knife with a blade exceeding four (4) inches (100 millimeters) in length or any other object which in the sole judgment of CONTRACTOR is determined to be a potential weapon.

29.2 SUBCONTRACTOR's personnel shall not possess, use, distribute, manufacture, or be under the influence of while on the Jobsite, or any other location where the Work is being performed under this Subcontract, the following:

(1) Alcoholic beverages of any nature, except where expressly authorized by CONTRACTOR or EMPLOYER, and then only in approved facilities during non-work hours so long as such consumption does not interfere with the performance of the Work.

(2) Illegal drugs, the misuse of prescription medication, or non-prescription drugs of any nature that are prohibited by CONTRACTOR or EMPLOYER, or which in any manner interfere with the performance of the Work.

29.3 SUBCONTRACTOR shall abide by and enforce the requirements of this clause, which enforcement measures shall include the right to immediately remove from the Work under this Subcontract any employee who violates the requirements of this clause or who CONTRACTOR, in its sole judgment, determines has violated the requirements of this clause.

SC-30 IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES

30.1 SUBCONTRACTOR shall import into Republic of Kosovo all equipment, materials and services not locally available and required for the performance of the Work, subject to all provisions which grant CONTRACTOR, EMPLOYER or SUBCONTRACTOR an exemption from or reduction of any customs duties, import and export taxes, or other charges ("Exemption"). SUBCONTRACTOR shall not perform or omit any act, which results in prejudice to such Exemption.

30.2 SUBCONTRACTOR shall be responsible for all clearances, fees, charges and requirements of whatsoever nature for the importation of such equipment, materials and services. CONTRACTOR may, at SUBCONTRACTOR's request, assist SUBCONTRACTOR for temporary importation of its equipment into Republic of Kosovo with its existing Exemption at no cost.

30.3 If the Exemption accrues directly to CONTRACTOR or EMPLOYER as a rebate of SUBCONTRACTOR's payment, CONTRACTOR shall reimburse SUBCONTRACTOR for the documented cost of any such exemption paid by SUBCONTRACTOR to a duly authorized governmental agency having jurisdiction over the equipment, materials or services, to the extent CONTRACTOR or EMPLOYER receives such rebate.

30.4 If the Exemption includes the obligation to re-export, SUBCONTRACTOR shall diligently comply with such obligation.

30.5 SUBCONTRACTOR shall import only equipment and materials for which channels of supply and supplier representatives are not established in or are readily available within Republic of Kosovo and upon which no undue restrictions of any nature exist for service, repair, or replacement (e.g., product line discontinued or excessive import/export clearances).

30.6 If SUBCONTRACTOR's action or failure to act results in the loss of the full benefits of any available Exemption or otherwise prejudices CONTRACTOR, EMPLOYER or any third party, SUBCONTRACTOR shall reimburse CONTRACTOR for the loss.

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE -HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT
FOR BRIDGE NO. 063

EXHIBIT "B" – SPECIAL CONDITIONS

APPENDIX B-1
CONTRACTOR'S ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) PLAN

PRISHTINE-HANI I ELEZIT
KOSOVO MOTORWAY PROJECT

BECHTEL ENKA GENERAL PARTNERSHIP (BEGP)

Project Procedure

Environmental, Safety and Health Plan (ESH)

Document Number: 25939-000-HS-096-0001_03

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1 PURPOSE

The PRISHTINE - HANI I ELEZIT (BEGP) Environmental, Safety and Health (ESH) Management Plan is a project-level document that provides an overarching management system that the Project will use to guide ES&H programs over the construction and implementation phase of the project. The Plan describes the ES&H organization, its roles, responsibilities, and practices, along with strategies for interface with other managers and client. Sections 2 through 11 of this Plan have been organized with each section representing one of the 10 elements of the Project ESH Management System, as follows:

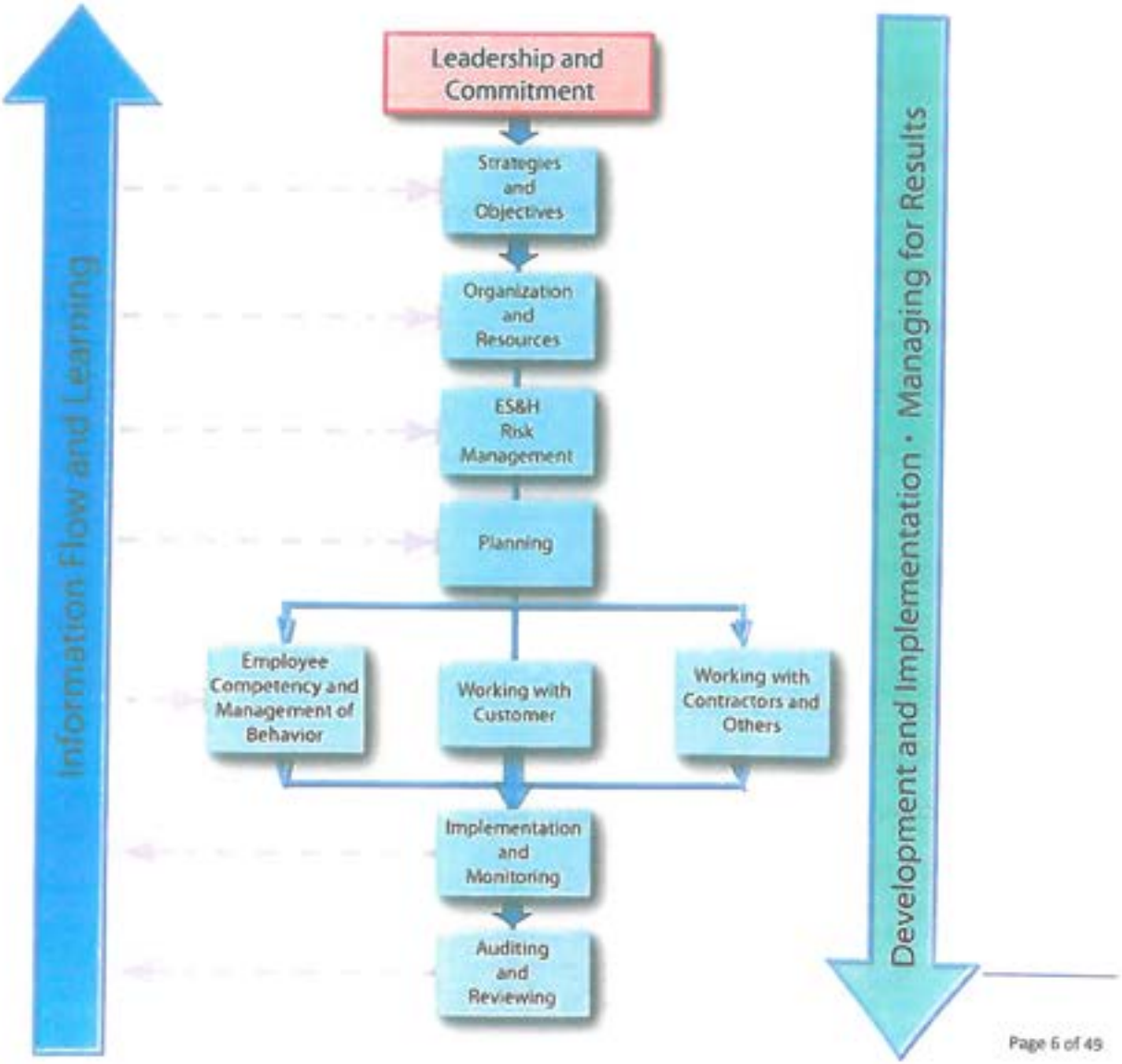


Figure 1- Prishtine- Hani i Elezi (BEGP) ESH Management System Flow Chart

2 SCOPE

The PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT (BEGP) ESH Management Plan has been developed to address environmental, safety and health program elements applicable to personnel working on the Kosovo Motorway Project including subcontractors (and their lower tier contractor employees), visitors, on-site suppliers and vendors, and Ministry of Transport and Communications employees (or their representatives).

The elements contained in this plan are established to assure maximum protection for employees, authorized visitors, and the environment. The project management system, plan and associated core processes are developed to meet the combined requirements of ISO 9001, 14001 and OHSAS 18001 Management Systems.



Figure 2-Prishtine-Hani i Elezit Motorway Project ES&H Management System Model

The program objectives are to comply with the "spirit" of safety and thereby go beyond the concept of "technical" compliance with the requirements by implementation of concepts that promote continual improvement. To that extent, actual field practice often may exceed the requirements of this plan.

2.1 Relationship to other plans

This plan establishes program elements that apply throughout the life cycle of the project and forms the basis for development of related project procedures and plans, and ES&H related training, and safe work practices during Construction.

2.2 Objectives and Purpose

This plan establishes a basis for management of ES&H requirements, procedural requirements, and minimum program requirements and defines responsibilities for implementation.

The Planned objectives are to:

- Provide guidelines for the integration and uniform implementation of the ES&H program to ensure compliance with requirements for the Project activities during construction and pre-operational phases.
- Establish responsibilities and accountability for the ES&H program for the construction phase on the Prishtine- Hani i Elezit (BEGP).
- Develop the requirements for special ES&H procedures and programs for work efforts during the construction and pre-operational phases.
- Provide an outline for initial and continuing ES&H training.

3 DEFINITIONS

A&D	Alcohol and Drug Policy
BEGP	Bechtel Enka General Partnership
CECP	Construction Environmental Control Plan
CP	Core Processes
EIA	Environmental Impact Assessment
EPA	Environmental Protection Agency
ESH	Environment Safety and Health
JHA	Job Hazard Analysis

OSHA	Occupational Safety & Health Administration
PBS	People Based Safety
Safety Leadership Team	Individuals nominated by the Project Manager and Deputy Project Manager to demonstrate positive safety leadership behaviours.
(STARRT)	Safety Task Analysis and Risk Reduction Talk

4 REFERENCES

Project Disciplinary Procedure 25939-000-HR-010-0005_00

ES&H Disciplinary Process 25939-000-HS-083-0054_00

Project Training Plan 25939-000-HS-096-000-00

Project Vehicle Safety Management Plan 25939-000-HS-096-0003_00

Project Construction Environmental Control Plan 25939-000-HS-096-0002_00

Core Process 113, ES&H Evaluation, Selection and Monitoring 25939-000-HS-083-0012_00

Core Process 105, Hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005-00

Core Process 107, Reporting and Investigating Near Misses 25939-000-HS-083-0007-00

Core Process 108, Incident Reporting and Investigation 25939-000-HS-083-0015_00

Core Process 106, Zero Accident Team, 25939-000-HS-083-006_00

Core Process 103, Project Development and Planning Process, 25939-000-HS-083-0004_00

Core Process 200, General Safe Work Practices, 25939-000-HS-083-0018_00

Core Process 226, Electrical Equipment and assured Grounding 25939-000-HS-083-0043_00

CP 207: Powered Industrial Trucks	25939-000-HS-083-0024_00
CP 219: Suspended Personnel Platforms	25939-000-HS-083-0036_00
CP 223: Cranes and Lifting Operations	25939-000-HS-083-0040_00
CP 224: Articulating Boom Platforms	25939-000-HS-083-0041_00
CP 235: Piling Operations	25939-000-HS-083-0051_00
CP 220: Hazardous Work Permits	25939-000-HS-083-0037_00
CP 221: Lock-out/Tag-out Procedure	25939-000-HS-083-0038_00

5 LEADERSHIP AND COMMITMENT

Leadership and Commitment is the first element in the Project ESH Management System. As an industry leader, Bechtel-ENKA recognizes its responsibility to design, construct, and provide

workplaces that protect people and the environment from harm. To accomplish this objective, Bechtel-ENKA leaders are relentless in their pursuit and mitigation of hazardous exposures to people and the environment.

5.1 The Project Zero Accident Culture

Bechtel-ENKA's objective is to execute its work without incident. We believe zero incident performance is a realistic and achievable objective that can be attained through effective planning, implementation, communication, regular monitoring, and continual improvement of our ESH management processes.

> Zero Accidents means exactly that — zero. When it comes to preventing accidents, nothing less than perfection will do.
>
> We measure safety performance by number of incidents. But let's be clear... it's really not about incident rates ... it's about people. People who have faces, names, families, hopes, and dreams.

A Zero Accident plus Culture creates a fundamental expectation of all personnel, whereby each individual is expected to assume first-person ownership of ESH within their respective area of responsibility. A Zero Accident plus Culture embraces ESH as a core business value and considers the protection of people and the environment a critical management imperative.

5.2 Project ES&H Mission and Values

The Prishtine to Hani i Elezit Motorway Project Management Team is committed to completing the Project without incidents or injuries to anyone assigned to this effort. This Project ESH Management Plan identifies our commitment to achieve an incident-free Project by creating an extraordinary safety culture. Bechtel-ENKA believes that an incident free culture is achievable regardless of Project size, complexity, or schedule. To fulfill our commitment to establish a Zero Accident Culture, every Project stakeholder must be committed to taking an active role in safety.

6 STRATEGIES AND OBJECTIVES

The Project's policy is to provide and maintain a safe and healthful working environment, free of known hazards, for its employees, visitors, and the general public, as called for in the Project ESH Policy. (See Attachment B)

BEGP believes that no activity will take priority over the health and safety of our employees, and that no task that we undertake in achieving our Project's objectives is so important that it cannot be

done safely. It is our objective to provide and maintain a safe and healthful working environment free of known hazards for our employees, visitors, and the general public. One of Bechtel-ENKA's most important values is conducting business with the greatest care for the health and safety of our employees, our partners, subcontractors and customers personnel and the people in the communities where we work. Bechtel-ENKA is also dedicated to sustainable environmental protection. We are committed to achieving and sustaining Zero Accidents Culture performance, and to working with all appropriate stakeholders to improve ESH effectiveness in our industry. We will not compromise on these values.

Project ESH Core Processes shall be used as the basis for all Project ESH requirements. This ESH Management Plan, in conjunction with Project ESH Core Process and any specific Kosovo Health, Environment, and Safety standards, provide clearly-stated strategies, objectives, requirements, and standards with respect to ESH.

Specific objectives will be set annually by a Project Management Review Committee which will identify key activities required to execute the content of this plan. Specific objectives can be found in the ES&H Action Plan 25939-000-HS-007-0001.

7 ORGANIZATION AND RESOURCES

7.1 Organization

The highest level of participation in and commitment to an ESH management system by organization leaders occurs when their roles and responsibilities are well-defined. Organization and Resources is the third element of the Projects ESH Management Plan. The following are definitions of the roles and responsibilities of the Project's key leaders (See Attachment C)

7.2 Role and Responsibilities

7.2.1 Project Manager/ Deputy Project Manager

The Project is executed under the overall direction of the Project Director, who has the primary responsibility for ESH on the Project, including:

- The responsibility for approving and assuring implementation of this Plan
- Providing all employees with a safe and healthful work environment
- Promoting ESH as a Value, not just a priority
- Holding direct reports accountable for ensuring that all elements of this ESH Management Plan are implemented
- Ensuring that the clients design has included considerations for ESH
- Ensuring that communication methods are adequate to advise stakeholders of potential risks as they are identified

- Promoting effective ESH coordination between BEGP and the Client
- Allocating sufficient resources to support the implementation of the EHS program
- Encouraging all Project stakeholders to take ownership of ESH
- Demonstrating commitment to ESH to the point that all stakeholders are aware of this commitment

7.2.2 ES&H Manager

The ES&H Manager reports to the Project Manager/ Deputy Project Manager and has responsibility for providing coordination and technical support to the Project management team. The ES&H Manager serves as caretaker of the ESH management system, a continuous improvement system, which welcomes BEGP management review of all aspects of the Project's ES&H program.

The Project Leadership Team (BEGP management) are tasked with collaboratively identifying potential areas where improvements can be made. The ES&H Manager has responsibility to:

- Provide technical oversight and guidance to the Project on ESH matters
- Own the initial development of this ESH Management Plan
- Administer the ESH procedures applicable to the Project
- Assess and report on the status of ESH Management Plan implementation
- Provide the required ES&H training and maintain training records

7.2.3 Deputy ES&H Manager

Reports directly to the ES&H Manager and has responsibility for ensuring adequate ES&H resources are assigned to site and directly manage the field execution team as per ES&H organisation chart in Attachment C. In-addition they shall deputise for the ES&H Manager and take direction as required. They also provide direct liaison between ES&H and Construction Departments. Responsibilities include but not exhaustive of, are listed below

- Is directly responsible for managing the ES&H Section Team Leaders and ES&H Logistics Team Leader
- Attends Project Construction meetings
- Assists in the Development and implementation the project safety management program.
- Provides assistance to project and construction management in implementing and complying with project safety requirements and in addressing safety/health issues as they arise during project execution

- Coordinates with and provides technical assistance to other project-assigned functional leads (e.g., engineering, subcontracts, procurement, project controls) with regards to compliance with project-specific safety/health requirements
- Participates in meetings, as required with customers, project team members, and contractors/subcontractors to advise them of safety requirements that may affect project design, schedule, and cost
- Provides technical support and assistance directly to construction supervision and subcontractors in planning and executing field activities in accordance with the project safety requirements
- Assists the ES&H Manager in Drafting a comprehensive project ES&H plan, safety and health awareness training programs
- Conducts safety assessments/inspections of project construction activities to monitor compliance with safety/health requirements including contractual commitments, laws and regulations, and the project's ES&H plan
- Take part in weekly Safety Walkdowns

7.2.4 Section Team ES&H Leader

The Section ES&H Team leaders report directly to the project Deputy ES&H Manager as their line Manager and Functionally to the ES&H Manager. They shall be assigned specific locations/sections to manage and are responsible for. Responsibilities include but not exhaustive of, are listed below.

- Providing technical support to safety studies and assessments and other applicable safety and health reviews
- Providing specialized safety input to engineering, construction, and subcontracts, thus ensuring that safety requirements are properly integrated into project planning, design criteria, construction plans and specifications and subcontracts
- Participating in meetings, as required, with customers, project team members, and contractors/subcontractors to advise them of specialized safety and health requirements that may affect project design, construction schedule, and cost.
- Assists in drafting ES&H Plans, project specific safety procedures, project specific implementation plans (e.g., evacuation plans, safety training plans and programs, People Based Safety), and technical reports
- Conducts safety inspections of project construction activities to monitor compliance with safety requirements including contractual commitments, permits, the project's ES&H plan, and other applicable safety plans
- Take part in weekly Safety Walkdowns

- Direction as given by ES&H Manager or Deputy ES&H Manager

7.2.5 Safety Supervisor

Reports directly to the Section ES&H Team Leader and may be assigned particular locations with which they are responsible for. Safety Supervisor responsibilities include but not exhaustive of are listed below.

- Provides technical guidance and instruction to subcontractors in completing tasks such as safety walk-arounds, job hazard analysis, deployment of safety watches, and lockout/tagout procedures.
- Assists in the development of Project ES&H Plans.
- Assists in the development and implementation of safety and health training.
- Assists in the reporting of injury and illness statistics and aids in investigating safety incidents when warranted.
- Assists in the selection and deployment of personal protective equipment (PPE).
- Assists in the development and updating of risk assessments for safety and health hazards.
- Take part in weekly Safety Walk downs
- Direction as given by ES&H Manager, Deputy ES&H Manager or Section ES&H Team leader.

7.2.6 Environmental Lead

The Environmental Lead reports to the ESH manager and interfaces with Project design team and Engineering Manager(s) to ensure that the requirements of the Project's Construction Environmental Control Plan and Environmental Management Plans are implemented. He or she has responsibility to:

Provide assistance in evaluation of environmental impacts and developing mitigating measures to minimize these impacts

Ensure that these measures are implemented during project execution

Provide input into clients engineering design as or when requested by the Design team Manager and/or Engineering Manager

Provide permitting support and generating local consumer interfaces, as appropriate

Establish appropriate controls for construction and operational air emissions, wastewater discharge, and noise sources that comply with EIA and government requirements and minimizing adverse effects on the surrounding environment and nearby communities.

Minimize potential for soil erosion and controlling sedimentation of nearby watercourses

Protect special designated species (e.g., rare, threatened)

Protect critical fish and wildlife habitats if identified in

Protect sites of cultural or historical significance

Practice waste minimization and effectively managing all project-generated wastes

Develop strategies for wastewater segregation and handling that will comply with applicable environmental regulations

Improve continuously our environmental performance year to year

7.2.7 BUDGET LINE ITEM OWNERS (BLIO'S)

7.2.8 BLIO'S have overall responsibility for the implementation of this plan on site through the following:

- Ensuring all their staff is aware of their responsibilities for ES&H
- Ensuring all their staff are aware of the disciplinary actions associated with violating site ES&H rules
- Providing the Area Superintendents/Supervisors at their respective areas adequate resources for the application of ES&H and associated hazards and risks synonymous with the construction of Motorways

7.2.9 Area superintendents

Area superintendents are responsible for:

- Site implementation of this ES&H Plan in their respective areas
- Confirming Risk Assessments, JHA and associated Hazard Recognition and Control methods are performed and mitigation measures are implemented if within their respective areas
- Ensuring personnel under their charge and within their site follow the ES&H Rules
- Communicate any significant changes to the ES&H Plan
- Provide adequate resources to ensure adequate resources within their respective areas to fully implement and execute the ES&H Plan

7.2.10 Employees Roles

All Employees are responsible for:

- Following the site ES&H Rules
- Ensuring their safety and the safety of others

- Not willfully damaging, altering or compromising any safety equipment
- Follow instructions from Supervision regarding their safety
- Working in accordance with all Hazard Recognition and Control methods

Without diminishing management's responsibilities, the responsibility and accountability for health and safety rests with every individual. Our Project employees are responsible for assuring their own health and safety and for contributing to the health and safety of others by adopting an active role in the implementation of this Plan and other procedures and embracing the Zero Accident plus Culture. Employees have responsibility to:

- Be aware of the Project's ESH requirements and discharging their work in an environmentally sound fashion
- Exercise their Stop Work authority whenever they perceive an imminent danger to themselves or others
- Exercise their right to obtain relevant information about the hazards of a particular job task or work environment before performing the job
- Alert their supervisor to any potential hazard in their job or work area and correcting those over which they have control
- Adhere to safe practices and procedures specified by their supervisor
- Remain alert for office and task related hazards
- Report all work-related injuries, regardless of severity, to their supervisor
- Attend and participate in ESH-related training session

7.3 ESH Organization

The ESH organization for the Prishtine to Hani I Elezit Motorway Project can be found as Attachment 4 of this plan. This organization represents a broad range of individual competencies and expertise in order to support line management in their execution of this plan.

8 MANAGING HAZARDS AND RISK

8.1 HAZARD IDENTIFICATION

8.1.1 Hazard Assessment and Control

Reducing risk and losses to a manageable level is one important process of a Project Hazard Assessment. The process is the 4th element of the management system and aims to identify the

potential risks to the project during construction and develop corrective actions to mitigate these hazards and reduce their negative impact upon the success of a project.

A systematic approach is used throughout the entire project to identify, assess, and address the risks during the design, engineering, procurement, and construction phase of a project. **See Core Process 105, hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00**

8.1.2 Hazard Reporting

Project personnel are required to immediately report hazards, perceived unsafe conditions, poor environmental practices, or at-risk practices. The early identification and remediation of unsafe situations are designed to minimize the potential for accident or injury. The following venues are available for hazard and ESH issue reporting. See Core Process 107, Reporting and Investigating Near Misses 25939-000-HS-083-0007_00

8.1.3 Zero Accident Team

The Project has established a Zero Accident Team with the directive to facilitate the successful integration of the ESH process into all activities and to spread ownership of the ESH process to all personnel. The Zero Accident Team has been established through the key disciplines of Earthworks, Structures, Quarries, Equipment and Camp Operations.

The team, which includes members of both BEGP, and subcontractor workers, supervision and management work to identify, and abate hazards, as well as offer recommendations for improvement based on project data and incidents. Team(s) members will observe work areas, equipment, employee practices, and specific tasks to identify hazardous conditions. Once a hazard is identified, the Team(s) will take action to correct such condition. Significant issues will be discussed by the team and or referred to site management who has the responsibility to evaluate the condition and initiate the necessary action to abate the hazard.

On a monthly basis, members from all discipline Zero Accident Teams shall convene under the chairmanship of Project Management and shall report out and share monthly findings of walk down's, predictive metrics, people based safety report and other information as deemed relevant.

Hazards and their corrective actions that have been identified by the ZAT will be followed to closure.

Feedback on findings and actions will be relayed to employees to enhance awareness.

ZAT Team Members, Construction Supervisors, Field Engineers and ESH Representatives are anticipated to be the first individuals notified of an ESH concern or hazard because of their proximity to the majority of the workforce.

ESH concerns can be reported to any member of the Project management team. If an employee has not received a satisfactory response to a reported concern, he or she can report the concern to any

member of management without fear of reprisal. **See Core Process 106, Zero Accident Team, 25939-000-HS-083-006_00**

8.1.4 Near Miss Reporting Program

Employees will be engaged to actively identify and report near misses. To accomplish this each employee will be encouraged to use near miss reporting cards as per Core Process 108 and also "Eyes on Safety" program. Reporting of near miss incidents and safety opportunities is an important and critical component to prevent incidents that have a potential to injure or harm property from occurring.

Any observation of a risk condition or near-miss incident that had the potential to cause serious injury or damage to property and or the environment must be stopped and reported immediately to the appropriate supervisor and a near incident report or card completed.

The foreman/ supervisor are responsible for requesting assistance to investigate the near miss incident. In addition the foreman/supervisor is responsible as necessary to correct the unsafe act or condition to prevent reoccurrence. Near-miss incidents and safety opportunities are to be recorded and tracked on the site ESH Tracking Register to ensure proper closeout. See Core Process 107, Reporting and Investigating Near Misses 25939-000-HS-083-0007_00 for further details.

8.1.5 Hazard Prevention and Control

Hazard prevention and control refers to the elimination of hazards through design or planning. The review and improvement of work task flow or the use of less toxic, environmentally friendly materials are examples of hazard reduction techniques.

The ESH Department along with the responsible project management and site supervision will review project tasks as they are scheduled. Plans will be developed and reviewed by supervision and the ESH Department for work process improvements and hazard mitigation. Recommendations will be offered early in the planning process for cost effective mitigation of potential hazards. Prior to work, preparatory meetings involving the ESH Department will be held wherein the Job Hazard Analysis will be developed and methods of mitigation incorporated into the appropriate work process. **See Core Process 105, hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference.**

Where hazards cannot be eliminated, hazard control measures will be instituted. These hazard control measures, in their preferred order of application are:

- Substitution of lower hazard practices, materials, equipment

- Engineered controls and redesign
- Administrative controls (i.e. use of permits, authorizations, special procedure)
- Personal Protective Equipment (as a last resort).

8.1.6 Job Hazard Analysis (Risk Assessment) CP 105

The Job Hazard Analysis (JHA) process will be used to identify and control jobsite hazards. Procedures shall identify all operations and activities associated with identified risks where control measures are required. The activities shall be planned so that they are carried out under specified conditions to control the risks.

BEGP and all subcontractors shall perform a JHA /Risk Assessment /Method Statement for all construction tasks. Initial JHA/Method Statement development will occur during constructability reviews and then incorporated as part of the field work packages. The JHA will assess the risks of each task to ensure that the ES&H risks posed by the task are as low as reasonably possible. When developing the JHA the following shall be considered as a minimum:

- Sequential steps of the task including prior-to, during, and/or after the task
- Hazards and risks posed by the task to people performing the task and to third parties
- The need for Personal Protective Equipment (PPE)
- Any limitations on other activities posed by the task and/or by adjacent activities
- Any permits required for the work
- Any ESH monitoring requirements posed by the task
- Any emissions to the environment resulting from the task

The assessments will be performed early enough to allow any changes to the proposed task to be incorporated as necessary. A review of the initial JHA and work package will occur prior to field issuance addressing any changes that may have occurred between constructability reviews and field issuance. For repetitive low-risk tasks, a generic JHA may be used subject to agreement from the ESH Manager. **See Core Process 105, hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference.**

8.1.7 Pre-task Analysis

A pre-task analysis process referred to as Safety Task Analysis Risk Reduction Talk (STARRT) will be utilized to evaluate and mitigate hazards at the work face. This process utilizes employees to identify and resolve ESH hazards associated with a task, prior to the task being performed. During Project construction activities, for example, all employees will be trained regarding their responsibilities under the STARRT program. Each day prior to starting the job, Lead hand/foreman or supervisor will

lead the crew in a STARRT discussion of the job to be performed. If the crew is to start another job before the shift has ended, a STARRT discussion will precede the task. A STARRT card will be completed for each job the crew is to perform before the job begins. Each member of the crew will sign the STARRT card acknowledging the task, the hazards, and the protective actions taken to minimize risk. The process is dynamic and may be changed in form to include written sheets in lieu of checklists to achieve the desired outcome. See Core Process 105, hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference.

8.1.8 Lone Working

BEGP and subcontractors will take specific precautions for those employees working alone, both during normal and unexpected work situations. This would include employees required to travel alone to remote locations or where there is no routine interaction with other people.

BEGP and subcontractor are responsible to ensure a written work site job hazard assessment is conducted prior to any situation where an employee will be working alone. The job Hazard assessment will include the mitigation plan for the hazards.

9 PLANNING

Proper planning is the foundation for achieving success and is the fifth element of the BEGP ESH Management System. The process for health and safety planning from design through motorway handover is governed by ES&H **Core Process 103 Project Development and Planning Process, 25939-000-HS-08-0004_00.** The key requirements of this Core Process are:

- ESH Plan Development
- Project ESH Start-Up Checklist
- Project ESH Timeline
- 90-Day Reviews-Construction Path of Risk
- Balance of Work Review
- Project Demobilization and Closeout

9.1 Emergency Response and Medical Support

Emergency response planning is an essential component of the Projects planning effort. It is imperative that Project personnel take into account all foreseeable emergency situations that may develop and have plans in place to deal with such situations, including but not limited to fire, medical, health, civil unrest, weather events, natural disasters, transportation, drinking water

supply, food supply, etc. All emergency response actions must be thoroughly coordinated with the Project and local agencies if applicable.

All personnel have a responsibility to understand and comply with the requirements and expectations identified in the Project Emergency Response Plan. See **Project Emergency Response Plan 25939-000-HS-096-0006_00 for further reference.**

9.2 Occupational Health Services

BEGP has established an Occupational Health Services Medical Centre to provide medical treatment on-site. This will consist of a mix of Doctors, Nurse and Ambulance drives. The Health Centre will comply with reporting procedures established by the project and any state regulatory requirements and provide care and treatment for injured workers and management of the site modified work program.

The project Occupational Health Service clinic and staff will be overseen through regular audit, inspection and provision of training through an external recognized medical services provider.

The Site Doctor or Nurse will manage post-incident A&D testing. **See Project Bloodbourne Pathogens Plan 25939-000-HS-096-000-0009_00 and Project Industrial Hygiene Plan 25939-000-HS-095-0005_00**

9.3 Occupational Health Exposures

Industrial Hygiene (IH) is an essential component of the Occupational Health Program. Its chief goal is to prevent occupational disease or injury through the recognition, evaluation and control of occupational health hazards. Providing a safe and healthy workplace benefits both employee and employers by improving health, morale and productivity.

An IH Risk Exposure Assessment will be conducted to identify, assess and control risks that may present exposures to people, property and environment. The hazard control process is a critical component of a work procedure. The objective of the risk assessment process is to introduce hazard controls early in the Project by identifying risks associated with upcoming work. **Project Industrial Hygiene Plan 25939-000-HS-095-0005_00**

9.4 Health Care and Wellness

The mission of the Project's Health and Well being program is to:

Create an environment where employees are motivated to maintain a healthy lifestyle

Assist Project personnel in dealing with situations which may compromise their own and/or others' health and safety by creating awareness, providing support and early intervention

Manage the risk of unwanted events arising from personnel who are not fit for work

Foster an understanding that all personnel are responsible for maintaining personal health and fitness for work

9.5 Fit for Duty

BEGP expects each employee to arrive in proper mental and physical condition to perform assigned duties in a safe, efficient manner. All personnel are expected to comply with established ES&H standards and procedures. **See Drug and Alcohol Policy Document number 25939-000-HS-083-0954.**

9.6 Pandemic Preparedness Plan

The Kosovo Motorway Project Pandemic Preparedness Plan establishes the Project strategy, basic expectations, and required responsibilities that will be necessary whenever a pandemic event emerges to threaten the health and welfare of our personnel as well as interrupt the progress of our projects and support operations. The Plan has been designed to be used from the initial preparedness actions through all phases of a pandemic event. The phases of this Plan, and associated actions, will be consistent with the revised World Health Organization (WHO) Pandemic Plan.

9.7 Legal requirements

The Kosovo Motorway Project engages a law firm (Kalo & Associates) who are responsible to advise the project on existing law requirements, advise of pending new law and it's implication to the project and to inform when the law is affective and in force. A register of all applicable ES&H Law in Kosovo is held by both Prime Contracts and ES&H Department

According to Kosovo law 2003/19 Paragraph 2.9 Project medical crew shall inform immediately the local's authority about all the cases of death at work, serious accident at work, also about phenomena that can endanger the life and health of employees at work or that are related to work.

9.8 Traffic and Vehicle Safety Management Plan.

The purpose of the Project Traffic and Vehicle Safety Management Plan is to ensure that traffic is suitably regulated and directed on site with designated segregation routes for pedestrians and vehicles,

and that all personnel employed on the site are aware of their roles and responsibilities with respect to traffic management.

The Project Traffic and Vehicle Safety Management Plan will establish appropriate control measures for management of the main cause of vehicle site accidents (listed below) are identified, managed and maintained.

- Pedestrians being hit by moving vehicles
- Vehicles striking other vehicles
- Speeding
- People falling from vehicles
- Vehicles turning over
- People being hit by objects falling from vehicles
- Hit against part of a vehicle while travelling in it
- Spillage of fuel /oil
- Vehicles striking / damaging property
- Poorly maintained vehicles

9.9 MOBILE EQUIPMENT / PERSONNEL INTERFACE (MEPI) IMPLEMENTATION

The Project has implemented the Bechtel MEPI Program & Tools and Project MEPI Champions have been assigned. An initial Project Level MEPI Management Assessment has been complete and action items have been addressed by ES&H and Construction Departments. In order to best fully assess the Projects MEPI requirements, the Project has been divided into five key areas; Ferizaj Camp, Equipment Workshop, Asphalt Plant, Trasing Quarry and the Alignment. Following the implementation of a Traffic Management Plan (TMP) in each of these five areas a MEPI Plant Builder Risk Assessments will be complete and action items identified and closed out.

See Project Vehicle Safety Management Plan 25939-000-HS-096-0003_00 for further reference.

9.10 HAND PROTECTION PROGRAM

The Project has implemented the Bechtel Hand protection program. The purpose of this procedure is to set the mandatory minimum requirements for hand protection selection and use as well as hand Injury prevention education. This procedure applies to all Bechtel Enka General Partnership (BEGP) construction sites and plants.

All selected hand protection must meet or exceed the following minimum requirements:

•A Level 4 cut resistance or greater for gloves as defined in ASTM F1790 "Standard Test Method for Measuring Cut Resistance of. Materials Used in Protective Clothing", or equivalent.

•A Level 3 cut resistance or greater for glove liners as defined in ASTM F1790, or equivalent.

•A Level 2 puncture resistance or greater for gloves as defined in EN 388:

2003 "Protective Gloves against Mechanical Risks". or equivalent. Glove liners do not require puncture resistance rating. Hand protection that does not meet the above requirements will not be made available on the project starting with September 15th 2016

See Project ES&H Hand Protection Plan 25939-000-HS-096-0016_00

10 EMPLOYEE COMPETENCY AND BEHAVIOUR MANAGEMENT

Employee Competency and Behaviour Management is the sixth element of the Project ESH Management System. Knowledge and motivation are essential to safe work habits, which reduce the occurrence of job-related injuries. KMP is committed to providing the ESH education and training necessary to enable all stakeholders to perform efficiently and safely. ES&H initial training is accomplished through new employee safety orientation (provided by the Project).

10.1 New Employee Orientation

All Project employees are required to attend a Project New Employee Orientation prior to starting work. Orientation will be valid for one year unless a person has been away from site for a period of six months or more or as directed by the ES&H Manager. **For further reference please refer to Project Training Plan 25939-000-HS-096-000_00.** The orientation will include but not be exhaustive of:

- Review of safe work practices and procedures
- Personal Protective Equipment requirements
- Permit requirements in construction areas and camp
- Safety leadership and the Zero Accident philosophy
- Employee and employer responsibilities for safety
- The right to refuse unsafe work
- People Based Safety (PBS) program overview
- Importance of reporting near misses and safety opportunities

- Environmental protection responsibilities
- Emergency response procedures
- Job Hazard Analysis (JHA) and Safety Task Analysis Risk Reduction Talk (STARRT) card requirements
- Fitness for Work (Alcohol and Drug Policy overview)
- Employee health and wellness on and off the job
- Safety Absolutes
- Fall Protection awareness
- Confined Space awareness
- Fire Prevention
- Mine Awareness /UXO

Visitors or vendors who will be on the Project for more than three days, and or who will perform work in the construction areas, are required to attend the New Employee ESH Project Orientation. The visitor or vendor host (designated person or the person who invited the visitor or vendor) is responsible for the safety of the visitor while on the Project and must ensure that he/she attends a visitor orientation.

Delivery drivers will be given a list of basic ES&H requirements by security when entering the site. They will require an escort while on the site. Drivers who will be coming to site on a continuous basis will require full orientation.

10.2 Supervisor ES&H Training

Additional environmental safety and health training is given to first-line supervisors. This course is designed to instruct first-line supervisors in the basic environmental safety and health requirements to provide them with the tools necessary to identify and correct potentially hazardous conditions within their area of responsibility. Training topics include but are not limited to:

- The Project Policy, responsibilities, and plans and core processes associated with ES&H
- Supervisors responsibility concerning ES&H
- Planning and Job Hazard Analysis/ Risk Assessment
- Reporting and investigation of minor incidents or accidents
- Audit/ Inspections/ Predictive Metrics
- Environmental Awareness
- Pre-Task Analysis (STARRT) (Re-STARRT)

- People Based Safety/ Intervention
- ESH supervisor training shall include the methods by which this program will be transferred effectively to the contractor managers and line supervision.

10.3 Safety Leadership Workshop Program

The Safety Leadership Workshop has been designed to develop the leadership qualities of the participants, while providing an understanding of ESH management theory and application. The Project's management team, engineering leads, and department supervisors attend this training. Safety Leadership Workshops are facilitated by the Project ESH Manager.

Safety Leadership Training topics include:

- Introduction
- Leadership Qualities
- Roles and Responsibilities
- Zero Incidents
- ESH Culture
- Impacts of Accidents
- Cause and Effect
- Antecedents, Behaviors, Consequences (ABC) Model
- Process Overview (Project Management)
- Process Overview (Supervision)
- People Based Safety
- Leading with Safety
- Communications
- Expectations
- Personal Action Plan
- Summary

10.4 Craft Skills Training

The project has introduced a comprehensive training programme developed to educate and train all craft disciplines in the fundamental elements for the task they are being assigned to. The craft training program complements the ES&H training requirements and is delivered by the construction department responsible for the craft employee. In total there are 13 specific ES&H and 33 craft skills

modules all of which contain its own section on ES&H. Training passports are issued to employees upon successful completion of all required training. These passports are kept with employees at ALL times. **For further reference please refer to Project Training Plan 25939-000-HS-096-000_00.**

10.5 Competency Testing

As a component of the ES&H and Craft Skills training BEGP has developed competency assessments for all training modules to ensure a level of understanding has been achieved.

Once all required training is completed the employee is assigned to construction and issued a "Green" hard hat for the first 2 months of his/her employment. He/She is additionally assigned a "Buddy" who coach and mentor the individual until completion of the 2 month probationary period. Employees are assessed against their performance following 1 month's employment and again after 2 month employment to ensure the competency level to continue employment has been achieved. **For further reference please refer to Project Training Plan 25939-000-HS-096-000_00.**

10.6 Communication Requirements

The following communication programs will be required on the project. If additional communication meetings or literature is needed due to increased risk, hazards or issues they will be scheduled and used as needed. **See Core Process 105, Hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference.**

10.7 Project ESH Communication

Effective and timely communication, among all members of the project team, is an essential ingredient to the successful execution of the project ESH effort.

The Kosovo Motorway Project will implement communications tools including safety meetings, project-specific posters, safety ESH bulletins and special communications sessions such as project wide safety meetings. A "Target Zero" Safety Bus will operate along the alignment providing an effective means of taking ESH communication to the actual place of work. This section details specific requirements to ensure effective ESH communication throughout the project **See Core Process 105, Hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference and Public Relations and Communications Strategy 25939-000-PR-010-0001_00.**

10.8 One-on-One Personal Contacts

One-on-one personal contacts will focus on providing immediate constructive feedback to positively reinforce safe behaviours and to coach employees to correct at-risk behaviours. When coaching

employees with at-risk behaviours, techniques learned during PBS and SLW sessions based on People Based Leadership will be used. This approach shows care and concern for the employee, encourages employees to feel involved and nurtures employees to develop ideas for process and behaviour improvements. Utilizing this approach we are able to reduce occurrences of at-risk behaviour by challenging workers to achieve 100 percent safe behaviours.

10.9 Safety Task Analysis Risk Reduction (STARRT) Talk Meetings

Safety Task Analysis Risk Reduction Talk (STARRT) meetings are a key means for supervisors and foremen to communicate risks associated with the immediate tasks at hand. STARRT meetings will be held by the supervisors or foremen at a minimum of each morning with the crews prior to the start of any work activity. If crews or individuals are reassigned to a new task after their initial assignment, a STARRT Meeting is to be held again communicating the risks associated with the new assignment. Supervisors shall monitor the quality of STARRT Cards to ensure the process is being implemented effectively. **See Core Process 105, hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference.**

10.10 Job Hazard Analysis (JHA) Meetings

Job Hazard Analysis (JHA) meetings will take place with the crew in conjunction with STARRT meetings prior to the start of any work activity. The meeting purpose is to ensure each employee understands:

- The scope of work to be carried out
- Applicable work permits
- Their personal assigned duties
- Hazards involved with the work or that may be present in the workplace
- Hazard control measures

The JHA meeting serves as a forum to reinforce the Zero Incident philosophy with crews and to give opportunity for feedback from previous shift safety performance as well as an opportunity to review Project safety bulletins. **See Core Process 105, hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference.**

10.11 Weekly Safety Talk Newsletter

A weekly Tool Box Safety meeting will be conducted by all front line supervisors to review the week's safety topic and discuss any safety issues or concerns. A safety topic will be reviewed each week. A safety topic attendance roster with a record of the safety topics and issues will be kept on file to document the meeting and attendance.

10.12 Zero Accident Teams

Zero Accident teams will be formed by, at a minimum, the following disciplines: Earthworks, Structures, Equipment, Quarries, Paving and Camp. Teams shall meet weekly and will discuss results of ESH walk down's, people based safety observations, predictive metrics, incidents and their corrective actions, trends etc. A monthly meeting will be chaired by Project Management and attended by representatives of all area teams to share learning's and/or initiatives.

10.13 Hazard Communication

BEGP will maintain an inventory of all hazardous chemicals involved in the construction process, including building materials, proprietary chemical products, fumes, dusts and gases emitted as a result of cutting and welding or sanding or grinding. The inventory will be developed and maintained by the ESH department. MSDSs also will be obtained that list health hazard information for the products and chemicals identified. This information shall be available at the site safety office, clinic and accessible to the employees by their line supervisor. ES&H approval must be given prior to purchasing any hazardous chemicals for the project and/or sub contractors bringing hazardous chemicals to the project. **See Core Process 105, hazard Analysis, Risk Assessment and STARRT, 25939-000-HS-083-0005_00 for further reference.**

10.14 Incident and Information Sharing

Safety Bulletins will be distributed to supervisors to communicate information to project employees as required. They will contain information on incidents, injuries, project issues, trends and other safety concerns. The ESH department will generate the safety bulletins and review comments submitted. They will be issued to inform personnel of any significant events which occur on the project and to disseminate lessons learned.

10.15 Bulletin Board Program

Project bulletin boards will be maintained to communicate ES&H messages to employees.
Boards will be maintained by a designated person, contain only approved notices and be protected from the weather. Bulletin boards will be located in an accessible area.

10.16 Visitor Briefing

The Project is responsible for the environmental safety and health of all persons at the site including visitors. Visitors will be briefed on:

- Project environmental safety and health requirements
- General ESH requirements and rules
- ESH requirements specific to the area to be visited

- Emergency response and evacuation procedures
- Use of personal protective equipment (PPE) provided
- Mines and UXO

The briefing will usually be conducted by the host, providing the host has attended the New Employee Orientation applicable to the current activities and is approved to do so by ESH department. The host will complete the Visitor Orientation form available from reception and provide a copy to his/her visitor along with a visitor's badge.

10.17 Documentation Requirements

Attendance records for training, all safety meetings, orientations, etc. will be filed onsite and retained for the duration of the project. These records will be sent to the appropriate records retention location in accordance with BEGP record retention requirements. **Retention of Construction Records 25939-000-0DC-010-0003-00, and Document Management and Control System 25939-000-DC-010-0004-00.**

10.18 People Based Safety (PBS) Program

People Based Safety is a behaviour-based safety approach to reducing the occurrence of at risk behaviours by modifying such behaviours through observation, feedback and positive interventions. The PBS process is designed to be non-punitive in nature and maintains a no-name no-blame philosophy. The program is supported by Management but employee developed and owned. The team's primary objective is to observe and measure work activities by all trades and evaluate behaviours and work processes before an incident occurs. The PBS process will be rolled out in the following manner:

- Issue site wide introduction of PBS during new hire orientation
- Identify and train "natural leaders" who will serve as observers
- Establish regular communication sessions for observers and management
- Observations and data collection
- Generate reports and issue to observers for review and analysis
- Trend weekly data and initiate a process improvement plan
- Review results and present proposed interventions with the management team
- Cascade weekly findings down through Weekly Safety Talk newsletter and Zero Accident Team meetings
- For more information please refer to Core Process (CP)-109.

11 WORKING WITH CUSTOMERS

Working with customers is the seventh element of the project ES&H Management System. The project management team shall ensure that the customer, Ministry of Infrastructure and owners engineer (where appointed):

- Understand the ES&H program developed for the project
- Are provided timely ES&H information
- Are invited to attend the Monthly Zero Accident Team meeting

12 WORKING WITH SUBCONTRACTORS

Working with subcontractors is the eighth element of the project management system. All subcontractors working on the Kosovo Motorway Project will be required to implement ESH programs in their areas of responsibility which meet or exceed the guidelines laid out in this plan and ESH Core Processes listed in Attachment 2. Subcontractor management teams will be expected to work closely with the BEGP management team to ensure that all procedures are followed. Where a subcontractor does not submit an ESH program for approval this plan, related plans and core process shall be followed. **Core Process 113, ES&H Evaluation, Selection and Monitoring 25939-000-HS-083-0012_00.**

12.1 Subcontractor Selection and Oversight Program

The Project has implemented a formal prequalification procedure with a scoring mechanism to evaluate proposed bidders as appropriate for the type of work being considered. If a Subcontractor does not meet the requirements it will not be permitted to work on the Project.

During the qualification of Subcontractors for bidder's lists, a primary consideration is the Subcontractors historical, current safety performance and interviews with key personnel.

Subcontractor will be evaluated and verified as being competent to safely deliver quality work within schedule and budget requirements. In addition Subcontractor packages will include specific health and environmental requirements applicable to Subcontractor. In accordance with established procedures, BEGP will formally evaluate and assess performance of each proposed bidder before awarding contracts.

A pre-award meeting will be held with Subcontractor prior to award of contract. The purpose of this meeting is to ensure that Subcontractor has a clear understanding of the Project ESH requirements and they are fully prepared to accept and work to such requirements. This meeting will emphasize project specific safety, health and environmental requirements, such as the mandatory participation in PBS, management walk downs, Zero Accident Team etc.

The Subcontractor will advise Project Subcontractor Manager and Department authorised representative of any lower sub-tier it will be using and ensure all documentation is submitted prior to the pre job kick off meeting. Subcontractors engaged by BEGP are individually responsible for the selection and qualification of lower-tier subcontractor and ensuring they are competent to perform the assigned work. Lower-tier subcontractor will be pre qualified by the contractor and approved by BEGP.

It is the responsibility of each contractor, subcontractor, and lower tier subcontractor to be in compliance with all applicable statutes, codes, regulations and standards.

12.2 Prequalification

The Kosovo Motorway Project considers the health and safety of its workers and the preservation of the environment primary considerations in the selection of companies invited to submit tenders and in awarding of contracts. Accordingly, prequalification packages are sent to prospective contractors. Typically included in the package is a:

- Prequalification questionnaire
- Request for the company's ESH Program
- The Project will then evaluate the submitted questionnaires and develop a tenderers list

12.3 Selection

The objective of the Selection phase is to choose a subcontractor most likely to execute the work safely, economically, in a timely manner, and in compliance with environmental requirements. The Contracts Manager will ensure that all tenderers have submitted a complete ESH package as part of their response to the invitation to tender. The ESH Manager when directed by the Project Manager or as deemed appropriate, is responsible for the evaluation of the ESH submittals

A pre-bid meeting will be held to clearly communicate the projects requirements and expectations

12.4 Award

Upon contract award, but prior to mobilization, the Project holds a Pre-Mobilization (Kick-off) Meeting. The ESH Manager or their delegate, presents the ESH requirements necessary before mobilization to the contractor through the use of a formal ES&H Kick-Off meeting checklist. Prior to the commencement of work, the subcontractor will submit an ESH Management Plan that outlines how the subcontractor will manage the ESH risks associated with the scope of work to be conducted. As mentioned previously, the subcontractor will have been provided a risk assessment based on the scope of work. This risk assessment, along with the Project ESH Safety Management Plan will aid the subcontractor in the preparation of his ESH Management Plan. The Plan must be approved by BEGP

prior to mobilization unless the subcontractor agrees in writing to follow the KMP ES&H Program in full.

12.5 Monitoring

To verify subcontractor compliance with the Project ESH Management Plan, BEGP will have dedicated ESH personnel providing full-time oversight of subcontractor activities throughout the construction phases of the Project.

13 IMPLEMENTATION AND MONITORING

13.1 Subcontractor mandatory programs

All BEGP subcontractors and their lower tier subcontractors shall participate in and comply to the following ESH programs:

- People Based Safety and Intervention
- Project monthly color coding for lifting and rigging equipment, electrical tools and ladders.
- Project weekly management walk down
- Weekly Zero Accident Team participation
- Monthly Zero Accident Team participation
- Eyes on Safety programme
- Implementation and Monitoring

Effective ESH performance, regular monitoring, and self-assessment of ESH activities are fundamental to a Zero Accident culture. Implementation and Monitoring is the ninth element of the BEGP ESH Management System. This ESH Management Plan describes the processes required to assure all Project activities are conducted according to Project requirements. Management and supervision assure that Project work activities are being performed in accordance with relevant requirements. Routine and impromptu surveillance of project activities will be conducted by management and supervision to ensure that ESH requirements are being properly implemented. Unsafe practices or conditions will be immediately addressed at the time of observance. The "Zero Accidents" culture demands a "You see it – You fix it" level of involvement by all stakeholders, not just by managers and supervisors. Whenever practical, observances of violations of the ESH Program requirements, standards, or regulations shall be corrected immediately. Those items that cannot be corrected immediately will be documented in the ES&H Corrective Action Tracking System (CATS) and tracked to closure.

Management and Supervision overview and surveillance of project activities, as a minimum, will include the following activities:

- Checks of work activities, housekeeping practices, condition of office equipment and work areas, and compliance with established ESH policy and procedures
- Daily Checks of work areas
- Periodic documented housekeeping inspections
- Formal surveillance as requested by the ESH Manager or other line or functional manager
- Completion of Predictive Metrics check lists

13.2 Stop Work Authority

All BEGP personnel have the authority to stop any activity that, if allowed to continue, could reasonably be expected to result in physical harm to personnel, an environmental release, or property damage. In fact, in a "Zero Accident" culture this type of intervening behavior is the expectation – our culture is one of "being your brother's keeper."

While each project employee has the authority to stop work if imminent danger is perceived, authority for stopping operations for lesser reasons is provided for selected employees:

- ESH Management and Engineers
- Any Supervisor
- Field Engineers and Inspectors
- Contract Supervisors or Management of the task
- Client and Client's Engineer

Verbal Notification. The responsible Project Supervisor shall be immediately notified and briefed on the situation whenever a stop work action is taken by any of the personnel authorized above. He shall report to the scene of any stopped work and determine the appropriate course of action for work resumption.

Written Notification. Serious sub contractor non-compliance to project ESH procedures will be captured on a non-compliance notice and transmitted to the applicable contractor. Contractor shall respond in writing in one working day to outline remedial action to be taken to correct non-compliances. In some instances Project management may elect to have contractors cease work until an approved plan has been implemented to correct the non-compliance(s).

This policy of disciplinary action must be equitably administered to all Contractor or employees and will be enforced at all times. If safety violations or unsafe acts are not controlled, they will inevitably lead to the deterioration of the Safety Program.

13.3 Injury and Accident Investigation

The Prishtine to Hani i Elezit Motorway Project is committed to the principle of investigating and reporting all injuries, as well as near miss incidents with serious potential. This effort is intended to identify causative factors and provide guidance for corrective actions. Incidents will be investigated by the supervisor of the injured employee and reviewed and signed by the appropriate manager. The report shall include detail of the incident, causation, remedial actions taken, and recommendations to prevent reoccurrence. The Project ESH Manager shall provide technical support and review of the incident investigation. A root cause analysis shall be conducted on all incidents with serious potential. For more information refer to Core Process 107, Reporting and Investigating Near Misses 25939-000-HS-083-0007_00 and Core Process 108, Incident Reporting and Investigation 25939-000-HS-083-0015_00.

13.4 Injury and Accident Reporting

Injuries and illnesses that occur on the Kosovo Motorway Project shall be reported immediately by the affected person to the responsible supervisor and Project Medical Services (PMS). The reports shall be logged in the corrective action tracking system and a root cause analysis initiated when applicable per the project investigation process.

(Sub) Contractor Management with the participation of the Project ESH Department and the responsible Project Supervisor will conduct investigation and root cause Analysis of serious accidents/incidents.

All high potential incidents and near misses will be reported using the standard-format 0-60 Initial Notification Form.

Project ESH Manager shall also be responsible for notifying the Kosovo Health and Safety regulator where applicable.

Project ESH Manger shall be responsible for reporting spillages that have caused or likely to cause environmental harm and any breaches of the commitments identified in the Environmental Impact Assessment and Construction Environmental Control Plan to the Kosovo Environmental Protection Agency. For more information refer to **Core Process 107, Reporting and Investigating Near Misses 25939-000-HS-083-0007_00 and Core Process 108, Incident Reporting and Investigation 25939-000-HS-083-0015_00.**

13.5 Incidents Requiring Investigation

The following types of injuries and near misses will be investigated using the guidelines detailed in BEGP Core Processes. Incidents will be classified as Category 1, 2, or 3 following the guidelines in the Core Process.

- First Aid Injuries (FA)
- Medical Treatment beyond First Aid (MTBF)
- Restricted Workday Case (RWS)
- Lost Workday Injuries (LWDC)
- Fatalities
- Environmental Incidents
- Property Damage
- Fires
- Near Misses
- Vehicle Accidents – both on the Project Site and on routes outside the Project Site where a Project vehicle is involved

13.6 Investigation Process

Once an incident or injury has been classified by category the appropriate investigation will be conducted under the guidelines of **Project Core Process 104 for Injury/Illness Notification, Investigation and Reporting**

High-potential, near-miss incidents and serious incidents will be reviewed by the appropriate Project personnel and may require a BEGP corporate level review that will include participation by Project Management, Project ESH, Functional ESH and BEGP senior management.

Incident investigations will follow the Projects internal Core Process, including performance of a root cause analysis. Upon completion of an Incident Investigation or Near Miss Investigation, action must be taken by management to prevent reoccurrence. Part of the benefit of conducting Incident and Near Miss investigations is to learn and pass on lessons learned. The information learned as a result of the incident is to be distributed in the form of safety bulletins, lessons learned bulletins or safety alerts to potentially effected Project personnel.

Closeout reports are to be signed by Project Management and the Project ESH Manager.

For more information refer to Core Process 107, Reporting and Investigating Near Misses 25939-000-HS-083-0007_00 and Core Process 108, Incident Reporting and Investigation 25939-000-HS-083-0015_00.

13.7 Near Miss and Safety Opportunity Reporting

Reporting of near miss incidents and safety opportunities is an important and critical component to prevent incidents that have a potential to injure or harm property from occurring.

Any observation of a risk condition or near-miss incident that had the potential to cause serious injury or damage to property and/or the environment must be stopped and reported immediately to the appropriate supervisor and a near miss report completed.

The supervisor is responsible for requesting assistance to investigate the near miss incident. In addition the supervisor is responsible as necessary to correct the unsafe act or condition to prevent reoccurrence.

Near-miss incidents and safety opportunities are to be recorded and tracked on the site ESH Tracking Register to insure proper closeout. **For more information refer to Core Process 107, Reporting and Investigating Near Misses 25939-000-HS-083-0007_00.**

13.8 Injury and Illness Classification for Record ability

Injury and Illness Classification will be made in accordance with Bechtel-Enka Corporate and Kosovo Standards.

First Aid (FA): An injury or illness involving limited/minimal medical assistance will be classified as first aid, regardless who provides the treatment.

Medical Treatment beyond First Aid (MTBFA): Any medical treatment other than first aid items listed above, provided by a physician/licensed medical professional will be classified as a Medical Treatment/Recordable case.

Restricted Work Case (RWDC): An injury or illness that involves one or more days of restricted work or a job transfer will be classified as a restricted work case.

Lost Workday Case (LWDC): An injury/illness that causes an employee to be unable to report to work for his/her next regularly scheduled shift will be classified as a lost workday case. The determination that the employee could not return to work for his/her next regularly scheduled shift must have been made by a physician/licensed medical professional.

Fatality (FAT): Self Explanatory

13.9 Documentation and Reporting Requirements

The Project will submit monthly safety statistics in accordance with the Monthly Safety Performance Report and Safety Data System (SDS) format as required by BEGP internal procedures. Classification of incidents is conducted in accordance with OSHA requirements.

BEGP will conduct focused observations as a means to monitor compliance to incident management practices and procedures

Facilitated by line supervision and the ES&H Manager, these procedure-specific compliance assessments will facilitate swift corrective action on identified non-compliance and support identification of continuous improvement opportunities.

13.10 Lesson Learned Program

Regular communications can provide critical information on issues and problems. Sharing lessons learned about programs, processes, equipment and issues such as injuries provide basic information that may result in avoidance of a repeat of a mishap. The Lessons Learned Program will be used to allow management to make informed decisions based on the information from other Project sites.

The Kosovo Motorway Project shall establish a formal Lessons Learned Program that will collect information from the project to share with other facilities.

Types of lessons learned to be collected will include:

- Findings from incident investigations
- Findings from self-assessments, independent evaluations or audits
- Successes in a program, process or equipment
- Definition and resolution of a particularly difficult safety or health issue.

13.11 Compliance Enforcement & Recognition

Violations of the ESH requirements shall be cause for disciplinary action. Deliberate violation of ESH rules and requirements may subject the violator to disciplinary action up to and including dismissal or removal from Project. See Project Disciplinary **Procedure 25939-000-HR-010-0005_00 ES&H Disciplinary Process 25939-000-HS-083-0054_00 for further reference.**

Recognition awards are determined by the recommendation or nomination of the various construction sites and or individuals by the ES&H Team during ES&H Walkdowns and daily inspections. The project ES&H recognition programme consists of three categories;

Individual Awards (Safety & Environmental); Individuals can receive an individual award for their individual performance in supporting the project's Environment Safety & Health program and for adopting the Zero Accident Philosophy as a "Value".

Department of the month; A Recognition certificate is given to a department who has demonstrated consistent safe behaviours during a given month. Both Individual and Department Awards are awarded during the Project monthly ZAT meeting by Senior Project Management. Pizza lunch will be awarded by the ES&H Department for the department of the month award.

Star Site Flags; Four flags will be awarded on site to the various construction departments for excellence in the following areas; Housekeeping, Access / Egress, Signs & Barricades and Environment. Flags will be removed if ES&H standards in this category decline.

14 ASSESSMENTS AND REVIEWS

Regular assessment of the Project's ESH Management Plan for effectiveness and suitability assures continuous improvement and the ability to meet the Pro Project's needs. This is the tenth element of the project ESH management system. Audits and reviews of the Project's work activities and physical establishment ensures that at-risk behaviour and hazards are being adequately addressed. A guidance document for this element is ESH Core Process CP111 ESH Assessment Process. The Project shall be audited on a regular basis as agreed by the Project Manger. They shall include the following:

14.1 Corporate ESH Assessment

A formal, programmed corporate ESH assessment of a Project's overall ESH Plan will be scheduled and conducted by a member of Bechtel and/or ENKA's Corporate Management. Formal and programmed ESH assessments will be performed utilizing the AuditXL software.

14.2 ESH Assessment

The ESH Self-Assessment tool will be utilized quarterly by the Bechtel-ENKA Functional ESH Management to augment the Project ESH review process. The Project Manager /Deputy Project Manager are responsible for supporting the implementation of the assessment according to the schedule as well as providing resources necessary to close-out any action items identified during the assessment. A formal documented inspection report will be generated, which will address ES&H requirements.

14.3 Project Self Assessment

The ESH Self-Assessment tool will be utilized by the Project ESH team to augment the Project ESH review process. The project shall develop a monthly core process self assessment schedule based upon the projects path of risk.

The minimum target score per is 75 percent; however, each subsequent score after the baseline should be at least as high as baseline or higher than the previous score as an indicator of Continuous ESH Improvement. Recorded actions are to be completed by the next review to improve the ESH activity and subsequent score. Publish the ESH Self-assessment score to the Project.

14.4 Inspection Requirements

Inspection by Government and or Regulatory Authorities

Government audits permitted by Applicable Law will be supported by the Project team to the maximum extent practicable. The Project Manager and the Project ESH Manager will coordinate with Project Management and Project ESH representatives to determine the terms of reference for government audits and accommodate the auditors accordingly. **See Public Relations and Communications Strategy 25939-000-PR-010-0001_00 for further information.**

14.5 Formal (Planned) Inspections

Each discipline manager will ensure that all areas are inspected with a formal planned inspection weekly. Inspections will be documented and all identified substandard acts and conditions tracked to completion using the project tracking system.

An inspection schedule will be developed to ensure all levels of management, Subcontractor management, client and craft personnel have an opportunity to attend inspection tours.

Action items will be documented, assigned to responsible parties and tracked until completion. The action item process (identifying, assigning and formal tracking until completion) will be implemented throughout the Project for inspections, incidents, audits, meeting minutes, etc.

Particular attention shall be given to cranes, lifting gear, self propelled or manual aerial work platforms, construction vehicles or equipment, electrical equipment or tools.

14.6 Management Walk-downs

Each member of line supervision will conduct regular, informal inspections of their area of responsibility and take prompt corrective action on identified non-compliance.

Areas of focus will include work practices, tools and equipment, and workplace physical conditions.

14.7 Environmental Inspections

Inspection criteria detailed in Project CECP.

14.8 Tools and Equipment Inspections

Equipment Pre-mobilization and/or utilization Inspection

All equipment brought to the site will be inspected by a qualified member of the equipment department prior to starting work. The purpose of the inspection is to verify that the equipment is in safe operating condition, free from fluid leaks and all safeguards required by the manufacturer are in place.

Equipment to be inspected includes but is not limited to cranes; vehicles; hoisting equipment; compressors; lights towers; temporary power generators; fuel storage tanks; welding machines; mobile equipment; aerial work platforms. Inspections shall be made at least daily by the operator

and shall not be placed in service if the inspection shows any condition adversely affecting the safety of the vehicle or operator. Equipment that meets project standards will be identified as "Approved for Project Use" and tagged with a sticker. Substandard equipment will not be allowed on the work site until repairs are completed. **See Core Process 200, General Safe Work Practices, 25939-000-HS-083-0018_00, Core Process 226, Electrical Equipment and assured Grounding 25939-000-HS-083-0043_00, and Project Vehicle Safety Management Plan 25939-000-HS-096-0003_00 for further reference.**

14.9 Mobile and Heavy Equipment Inspection

Heavy Equipment will be maintained and inspected in accordance with manufactures recommendations and/or Project procedures. **See Project Vehicle Safety Management Plan 25939-000-HS-096-0003_00**

14.10 Rigging Equipment Inspection

Visual inspections of rigging equipment will be conducted prior to each use. Rigging equipment will be maintained and inspected and colour coded in accordance with **Core Process 223 Cranes and Lifting Operations, 25939-000-HS-083-0040_00**.

14.11 Quarterly Tools and Small Equipment Inspection

Documented quarterly inspections of the following equipment will be conducted. Equipment will be tagged with the quarterly colour to indicate current inspection.

- Ladders
- Electrical tools, devices and their cords
- Below the hook rigging components, i.e., slings, shackles, chokers, spreader beams, chain-falls, come-a-longs, etc.
- Fall protection equipment

14.12 Pre-Use Inspections

Equipment is to be visually inspected daily by the user and log books filled out as required. **See Project Vehicle Safety Management Plan 25939-000-HS-096-0003_00 for further reference.**

14.13 WORK PERMITS

Each subcontractor within the project shall be responsible for control of the work within their own scope including the issue and management of work permits including Excavation, Hot Work, Confined Space Entry, etc. Such permits will be consistent with the requirements of the relevant Project Safe Work Permit Standard as amended to encompass construction needs and issued by a competent person authorised by the project. **See Core Process 220: Hazardous Work Permits**

25939-000-HS-083-0037_00 and Core Process 221: Lock-out/Tag-out Procedure25939-000-HS-083-0038_00 for further reference.

14.14 Lock/out - Tag/out

Lock/out procedures prevent injuries that could result if equipment is unexpectedly started or operated. No person shall lockout any electrical or mechanical system until all Project lockout requirements have been reviewed and understood by the personnel doing the isolation. **See Core Process 221: Lock-out/Tag-out Procedure25939-000-HS-083-0038_00 for further reference.**

14.15 Consequence Management

The project has implemented a RED/YELLOW card disciplinary process as outlined in CP-236. When an individual and/or group of individuals are blatantly identified as being non conformant to the ES&H program and have previously been warned of this behaviour, they will receive a Yellow Card. Should the individual receive a 2nd Yellow Card within a 6 month period he/she will be terminated from working on the project?

For serious non conformity to the ES&H program i.e. working at height without correct use of harness and lanyard; entering a confined space with no controls in place; removing hole coverings and/or safety barricade without permission or appropriate controls in place; unauthorised modifications to scaffolding etc. a RED card will be issued.

Following the issue of a RED card a pre determined team will meet to investigate and review the events that lead up to a RED card being issued. Once all the facts have been considered and it is clear that the non conformity took place, the individual will be terminated from the project and will not be re-employed in any other position or organization. **See Project Disciplinary Procedure 25939-000-HR-010-0005_00 and ES&H Disciplinary Process 25939-000-HS-083-0054_00 for further reference.**

14.16 ES&H Management Review

On an annual basis the Project management Team shall conduct a formal review of ES&H performance and the ES&H management system for the year. The process shall include a review of the following as a minimum:

- Results of any audits conducted on the project
- Results of any consultation with external parties
- Project ES&H Performance

- Comprehensive ES&H action plans have been developed and implemented to ensure compliance to the management system is being met. Periodical review shall take place every 3 months with the final review findings being included in the ES&H plan.
- Status of Incident Investigations, Corrective actions and Lessons Learned
- Overall
- Any follow-up actions from previous reviews
- Changing circumstances i.e. Changes in Kosovo's legal system
- Recommendations for Improvement

The outputs from the review will include but not be limited to:

- ES&H Performance
- Revised policy and objectives. Key objectives will be included in the ES&H Action Plan
- Resources
- Outputs shall be communicated project wide via Zero Accident Teams and Toolbox Talks

15 ACCOMMODATIONS

All accommodations provided by BEGP for Site personnel shall be equipped with appropriate fire and/or smoke detection and alarm system(s), and appropriate fire extinguishers. Accommodation methods of escape, raising of alarms, building safety requirements, and equipment requirements will be in accordance with applicable building codes. Prishtine to Hani i Elezit Kosovo Motorway Project will ensure that sufficient numbers of personnel are properly trained in the monitoring and use of such equipment and that practice fire drills are conducted on a periodic basis.

- Camp occupants will be made aware of safety and other regulations that apply to the living accommodations.
- Camp buildings will be constructed to meet the Fire Safety Guidelines outlined in appropriate Core Processes and SWPPs
- Project shall provide cleaning supplies and maintain all accommodations in a clean, hygienic, safe, tidy, and functional condition throughout the life of the Work.
- Project shall control and maintain good civil order of all housing area occupants, ensuring a peaceful, healthy, and harmonious housing area.
- Project shall ensure that each accommodation unit is supplied with general information which outlines the rules of the housing area and Emergency Evacuation and Fire Plan. This information should be displayed in clear and unambiguous terms in English and any other languages that are deemed necessary for effective communication of this information. Where possible, pictorial signs should be used.

15.1 Catering Services

All food storage, preparation activities, and distribution shall meet the requirements of all applicable hygiene laws and regulations. All such operations will be conducted in a professional manner that ensures sanitary conditions and the prevention of maladies that may be associated with improper food storage and preparation.

Consistent with local law or local fair labour practices all BEGP Contractor's employees or Subcontractor employees who handle or prepare food shall undergo a medical examination prior to commencing Work and at regular 6 month intervals during the Work. Potential employees identified as having communicable disease during the medical examination process shall not be employed for any food handling or catering services. Employees hired for these purposes shall be trained to handle food and catering equipment in a safe and hygienic manner.

15.2 Office Safety

Office environments are typically low risk, but the opportunity for injury and illness still exists. The same general requirements for health, safety and environment considerations required on the construction site are required in the office environment. **See Core Process 231: Office Facilities 25939-000-HS-083-0048_00 for further reference.**

15.3 Smoking Policy

Smoking will only be allowed in designated areas. Smoking will not be allowed in Kosovo Motorway Project offices, mess halls, tools rooms, warehouses, sleeping quarters, restroom and shower facilities, recreation facilities, medical facilities, control rooms, maintenance shops, electrical rooms or any other occupied building.

16 CONSTRUCTION ENVIRONMENTAL MANAGEMENT PLAN

To address environmental requirements and commitments, BEGP will prepare a Construction Environmental Control Plan. The plan describes how environmental engineering/design, regulatory requirements, EIA commitments, permit conditions, and construction environmental management practices are communicated. **See Project Construction Environmental Control Plan 25939-000-HS-096-0002_00 for further reference.**

The Construction Environmental Control Plan (CECP):

- Establishes the content of environmental awareness training
- Prescribes standard practices for management of waste materials, erosion and sediment control, dust control, noise control.

- Establishes requirements for containment, clean-up, and reporting of spills and other environmental incidents; and Establishes Inspection, Self-assessment, Auditing and Reporting mechanisms for ensuring sustained execution of the plan and conformance with environmental commitments.

17 MANAGEMENT OF CHANGE

Change Management is the control process to manage changes to in a standardized way in order to optimise awareness and minimise risks. The process covers all activities from the initial request, implementation, review, and closure of a change. The initial request should be formalized with complete detail with respect to the description of the change, why it is necessary, the benefits of proceeding and whether or not the change poses additional risks. The proposed change must be forwarded to the Project ESH Manager who will then forward to the Deputy Project Manager and Project Manager for review and approval or disapproval.

The change management process is used for the following categories of change:

- Changes in policy or objectives
- Operating licenses and permits, legal and regulatory requirements
- Changes in procedures, practices and rules
- Changes to controlled documentation
- Work processes or methods
- Any change other than exact replacement in kind to equipment and/or process
- Changes to operating boundaries
- Temporary changes that specify the period of time a change will be in effect

18 ATTACHMENTS

Attachment A- ES&H Policy

Attachment B- ES&H Core Process Index

Attachment C- ES&H Organization chart

18.1 Attachment A-ES&H Policy

Kosovo Motorway Project
Environmental, Safety and Health Policy

STATEMENT OF POLICY:

One of Bechtel-ENKA's most important values is conducting business with the greatest care for the health and safety of our employees, our partners', contractors' and customers' personnel and the people in the communities where we work. Bechtel-ENKA is also dedicated to sustainable environmental protection. We are committed to achieving and sustaining "Zero Accidents" performance, prevention of pollution and to working with all appropriate stakeholders to improve ES&H effectiveness throughout the life of the Kosovo Motorway Project. We will not compromise on these values.

RESPONSIBILITIES:

ES&H is a line responsibility, requiring leadership and active participation by all managers, supervisors and employees. Through this leadership and involvement, Bechtel-ENKA will:

- Educate and coach managers and all employees on ES&H requirements and hold them accountable for compliance.
- Implement an integrated ES&H management system to identify, assess and manage ES&H risks associated with our businesses and projects.
- Perform our work with dedication to eliminating and/or mitigating potential environmental, safety and human health impacts.
- Conduct all of our activities in a manner that accounts for impact to the environment and the safety and health of our workforce and local communities.
- Comply with all applicable laws, regulations and contract requirements relating to ES&H protection including all Bechtel-ENKA ES&H standards.
- Develop, maintain and apply standards where ES&H protections do not exist.
- Promote timely open communications and consultation with employees, customers, partners, governments, government agencies, communities, and contractors on ES&H matters.
- Develop and maintain appropriate ES&H metrics to measure and continuously improve ES&H performance.
- Provide resources and training to support environmental, safety, and health protection and achievement of ES&H objectives.
- Require Project (sub) contractor compliance with our ES&H policy and standards.

Chris Jennions
Project Manager

Ozger Inal
Deputy Project Manager

Electronic documents, once printed, can no longer be controlled and may become out-dated.
Refer to E-Cloud for current revisions

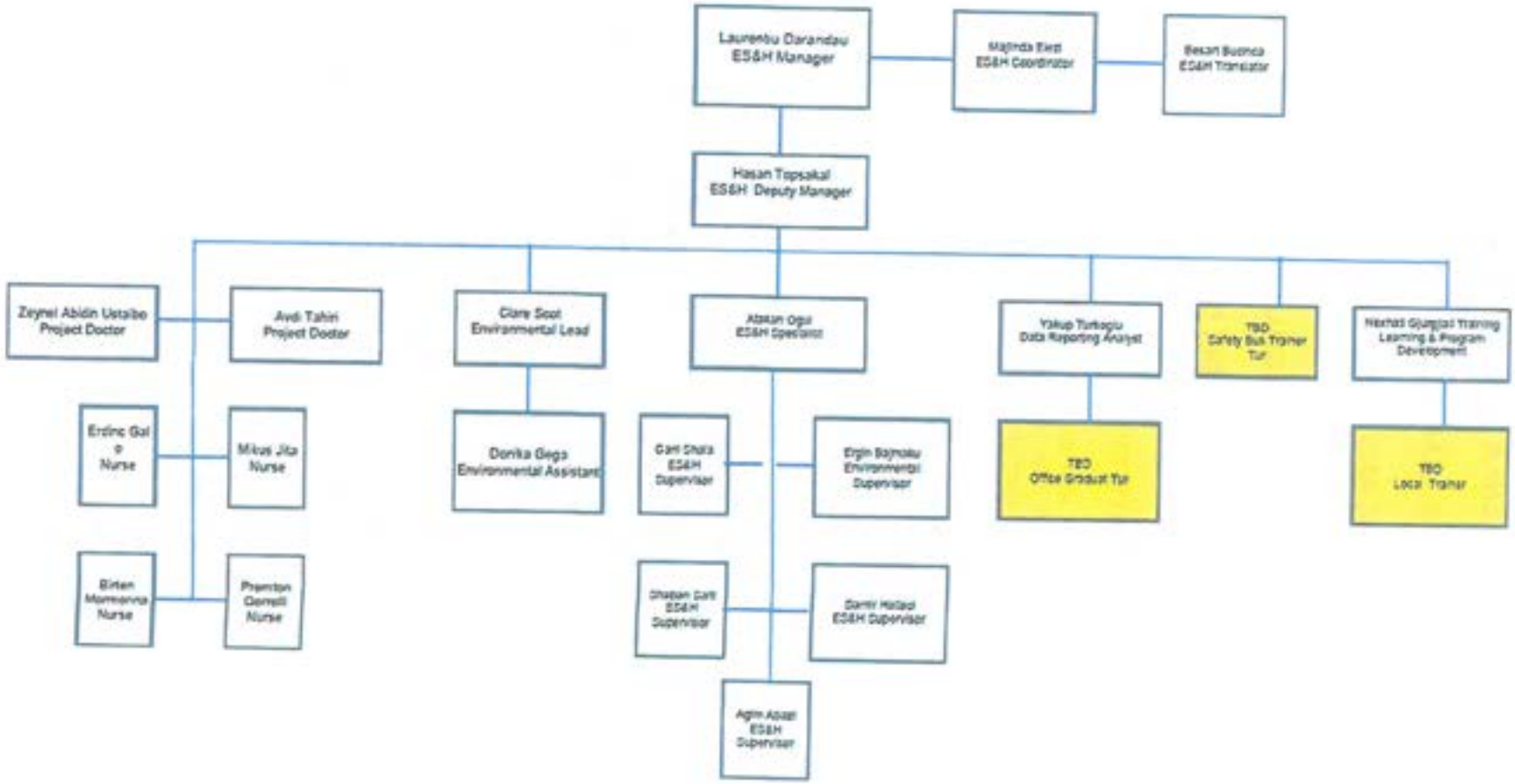
18.2 Attachment B- Core Process Index-100 Series

Policy		
	ES&H Policy	25939-000-HS-083-0953_00
Series 100: ESH Policies & Programs		
CP 100	ES&H Policy & Program	25939-000-HS-083-0001_00
CP 101	ES&H Responsibilities	25939-000-HS-083-0002_00
CP 102	Orientation, Training and Development	25939-000-HS-083-0003_00
CP 103	Project Development and Planning Process	25939-000-HS-083-0004_00
CP 105	Risk Assesments, Job Hazard Analysis and STARRT	25939-000-HS-083-0005_00
CP 106	Zero Accident Team	25939-000-HS-083-0006_00
CP 107	Reporting and Investigating Near Miss Incidents	25939-000-HS-083-0007_00
CP 108	Incident Reporting and Investigation	25939-000-HS-083-0015_00
CP 109	People Based Safety Process	25939-000-HS-083-0008_00
CP 110	Manual Material Handling	25939-000-HS-083-0009_00
CP-111	ES&H Assesment Process	25939-000-HS-083-0011_00
CP-113	Subcontractor ES&H Evaluation	25939-000-HS-083-0012_00
CP-117	Predictive Metrics	25939-000-HS-083-0010_00
CP-118	Fatigue Management	25939-000-HS-083-0057_00

18.3 Attachment C- Core Process Index 200 Series

Series 200: Safety Regulations & Standarts		
CP-200	General Safe Working Practices	25939-000-HS-083-0018_00
CP-201	Housekeeping Requirements	25939-000-HS-083-0019_00
CP-202	Hazar Communication Program	25939-000-HS-083-0020_00
CP-203	Emergency Preparedness	25939-000-HS-083-0021_00
CP 205	Personal Protective Equipment	25939-000-HS-083-0022_00
CP-206	Powder Actuated Tools	25939-000-HS-083-0023_00
CP 207	Powered Industrial Trucks	25939-000-HS-083-0024_00
CP-209	Nondestructive Examination	25939-000-HS-083-0026_00
CP-210	Temporary Labor Camps	25939-000-HS-083-0027_00
CP-211	Fire Prevention and Protection	25939-000-HS-083-0028_00
CP-212	Fall Protection	25939-000-HS-083-0029_00
CP-213	Scaffolding	25939-000-HS-083-0030_00
CP-214	Barricades and Signs	25939-000-HS-083-0031_00
CP-215	Floor and Wall Openings	25939-000-HS-083-0032_00
CP-216	Roofing Work	25939-000-HS-083-0033_00
CP-217	Confined Space Entry	25939-000-HS-083-0034_00
CP-218	Excavation, Trenching and Backfill	25939-000-HS-083-0035_00
CP-219	Suspended Personnel Platforms	25939-000-HS-083-0036_00
CP-220	Hazardous Work Permits	25939-000-HS-083-0037_00
CP-221	Lockout Tagout Procedures	25939-000-HS-083-0038_00
CP-222	Portable Ladders Inspection & Control	25939-000-HS-083-0039_00
CP-223	Cranes and Lifting Operations	25939-000-HS-083-0040_00
CP-224	Articulating Boom Platforms	25939-000-HS-083-0041_00
CP-225	Compressed Gas Cylinders	25939-000-HS-083-0042_00
CP-226	Electrical Equipment and Assured Grounding	25939-000-HS-083-0043_00
CP-227	Safety Watches	25939-000-HS-083-0044_00
CP-228	Drinking Water and Ice	25939-000-HS-083-0045_00
CP-230	Night Work	25939-000-HS-083-0047_00
CP-231	Office Facilities	25939-000-HS-083-0048_00
CP-232	Work on or Near Water	25939-000-HS-083-0049_00
CP-234	Utility Clearance	25939-000-HS-083-0050_00
CP-235	Piling Operations	25939-000-HS-083-0051_00
CP-236	ES&H Disciplinary Process	25939-000-HS-083-0054_00
CP-237	Recognition Program	25939-000-HS-083-0055_00
CP-238	Hearing Conservation Program	25939-000-HS-083-0056_00

18.4 Attachment D -ES&H Organization chart



BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE -HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. 063

EXHIBIT "B" – SPECIAL CONDITIONS

APPENDIX B-2
QUALITY ASSURANCE

1.0 QUALITY MANAGEMENT SYSTEM

(1) SUBCONTRACTOR and its Sub-tier(s) shall implement a Project specific Quality Management System that complies with ISO 9001:2008 and is adequate for the Project's quality management needs and requirements.

(2) The Quality Management System shall cover all activities and extend to all areas of SUBCONTRACTOR's organization involved in the Work and include, as appropriate, engineering, design, procurement, fabrication, erection, installation, testing and handing over. The system shall be capable of demonstrating that all relevant requirements of the Subcontract as well as all standards, statuary regulations, applicable technical specifications, design, etc. are complied with.

(3) The Quality Management System shall be based on existing proven work routines and practices described in written SUBCONTRACTOR documents reflecting a planned and systematic approach to achieving and maintaining quality.

(4) Third party registration of assessed capability (i.e. approval of ISO 9001:2008) will not be considered sufficient to demonstrate that the Quality Management System Management requirements under the Subcontract have been met. However, such registration will be considered a significant contributing factor.

(5) SUBCONTRACTOR's documented Quality Management System shall provide for the issuance of a "stop work" order by the SUBCONTRACTOR or CONTRACTOR at any time during the Work when significant adverse quality trends and/or deviations from the approved Quality Management Systems are observed.

(6) All Quality Management System documentation supporting an activity shall be reviewed and accepted by SUBCONTRACTOR and issued to CONTRACTOR

(7) SUBCONTRACTOR shall maintain a database for the control of Quality Management System information, documents and records typically to include procedures, audits, surveillances, corrective action requests, inspection results etc.

(8) If following notification by CONTRACTOR of an ineffective Quality Management System, SUBCONTRACTOR fails to correct the Quality Management System within a reasonable time frame, not to exceed one (1) week of receipt of the notification by the SUBCONTRACTOR, CONTRACTOR may either implement its own quality management regime on the Work to correct SUBCONTRACTOR's Quality Management System at SUBCONTRACTOR's cost or instruct SUBCONTRACTOR to stop or not to start any further Work.

1.1 Quality Plan

(1) Within thirty (30) calendar days after Effective Date of the Subcontract and in any event prior to commencing Work at the Jobsite, SUBCONTRACTOR shall submit the

following for CONTRACTOR's review and approval:

(a) Corporate Quality Plan

(b) Project specific Quality Plan, covering quality assurance and quality control measures that shall be employed by SUBCONTRACTOR for executing all Work under this Subcontract including Design, Procurement and Construction works as defined in Exhibit "D" titled "Scope of Work".

(2) SUBCONTRACTOR's Quality Plan shall

(a) Describe the preparation, execution, checking/inspection and approval/acceptance of the various types of Subcontract deliverables and activities, identifying the department or discipline responsible and the documentation requirements.

(b) Address all activities relevant to the Work and shall demonstrate how all work performed by SUBCONTRACTOR or its Sub-tier(s) will conform to the Subcontract requirements.

(c) Include the controls to be applied by SUBCONTRACTOR's Sub-tier(s), both directly and by identifying the Quality Management System activities and documentation that these Sub-tier(s) are required to produce to meet the SUBCONTRACTOR's requirements.

(d) Define the documented quality system to be applied by SUBCONTRACTOR throughout the Work, in accordance with the requirements of ISO 9001:2008 and make reference to all of the SUBCONTRACTOR's relevant procedures and manuals.

(e) Address the interfaces between CONTRACTOR, SUBCONTRACTOR and Sub-tier(s) and other relevant organizational entities.

(f) Include an organization chart showing SUBCONTRACTOR's corporate and Project organization responsible for managing, performing and verifying the Work. The organization chart shall be supported with a reporting and functional description of SUBCONTRACTOR's project organization and identification of the quality related responsibilities of key positions.

(g) Be updated as necessary throughout the Subcontract, to reflect any changes to SUBCONTRACTOR's documented Quality Management System.

(h) As a minimum, address the requirements set out in ISO 10005:2005 and as appropriate cover the relevant phases of the Project (correlation and condition survey, and design, procurement, etc.)

(i) Comply with ISO 9001:2008;

(j) Incorporate comprehensive Quality Management System procedures;

(k) Describe the relationships and activities of the SUBCONTRACTOR and its Sub-tier(s) including providing organization charts;

(l) Specify the requirements of the Quality Management Systems to be operated by the SUBCONTRACTOR's Sub-tier(s)

(m) Allow for external second and third party audits to be carried out as required by CONTRACTOR and others;

(n) Incorporate comprehensive Quality Management System audit procedures

including the preparation of audit reports;

(o) Specify procedures to identify, report and rectify corrective actions and non-conformities. This includes system non-conformities raised as a result of both internal and external audits;

(p) Provide for regular management reviews of the Quality Management System;

(q) Include Subcontract completion procedures which shall provide for review and verification of records by SUBCONTRACTOR

(r) Identify quality related key performance indicators;

(s) Identify those Sub-tier(s) that are to be submitted for acceptance to BEGP;

(t) Include SUBCONTRACTOR's, Sub-tier(s) design control systems/procedures;

1.2 Personnel

(1) Titles of the personnel authorized to carry out Work under the Subcontract shall be defined and their assignment is subject to CONTRACTOR review and approval.

(2) SUBCONTRACTOR shall demonstrate that experienced and qualified resources are provided to execute the Work under this Subcontract.

(3) SUBCONTRACTOR, within thirty (30) days calendar days after the Effective Date of the Subcontract, shall submit for CONTRACTOR's approval its project specific organization chart along with resumes of all SUBCONTRACTOR's staff involved on the Project, demonstrating that its personnel assigned to Work are competent and capable of completing theirs tasks.

(4) The Quality Plan must designate a Quality Manager (QM) with sufficient experience and qualifications to be responsible for SUBCONTRACTOR's Quality Management System. Quality Manager shall be given adequate resources and authority to manage Quality Management System effectively.

(5) SUBCONTRACTOR must also have a Quality Control (QC) Representative on site at all times during working hours and sufficient alternate representatives to provide qualified QC representation in the absence of the QC Representative or when overtime work is being performed, for all scope of Works under this Subcontract.

(6) SUBCONTRACTOR's each Sub-tier shall also nominate a Quality Representative with adequate resources and appropriate authority to ensure the quality of Works under this Subcontract.

(7) SUBCONTRACTOR shall provide regular and appropriate training to all Project personnel in execution of the Quality Management System and as necessary to ensure their competence to do their tasks. SUBCONTRACTOR shall maintain records of all such trainings.

1.3 Quality Management System Monitoring

SUBCONTRACTOR's Quality Plan shall be the basis for CONTRACTOR's monitoring implementation of SUBCONTRACTOR's Quality Management System. Monitoring shall include, but not be limited to, reviewing engineering, procurement and construction documentation, observation of SUBCONTRACTOR performance of internal quality audits, and surveillance of engineering, procurement and construction activities. Copies of Audit Reports (along with any findings) shall be forwarded to CONTRACTOR for review to determine if there are any significant conditions adversely impacting quality.

1.4 Quality Certification

SUBCONTRACTOR shall provide CONTRACTOR with its valid ISO 9001:2008 certificate.

2.0 QUALITY OBJECTIVES

The main Project quality objectives are to ensure:

(1) CONTRACTOR's quality requirements are addressed by SUBCONTRACTOR and are incorporated into SUBCONTRACTOR's project specific Quality Plan.

(2) All SUBCONTRACTOR Sub-tiers are submitted to CONTRACTOR for review and approval prior to purchase order or subcontract award and that this review determines they will employ acceptable quality management systems.

(3) All products and services, whether supplied by SUBCONTRACTOR or its Sub-tiers, conform to specifications, standards and contractual requirements and shall be submitted to CONTRACTOR for approval prior to being used / employed on the Project.

(4) All Work is designed, constructed, installed inspected and handed over in accordance with CONTRACTOR's requirements.

(5) All the Work and Project related records as applicable to the SUBCONTRACTOR's scope of Work under the Subcontract are maintained and controlled by SUBCONTRACTOR in alignment with CONTRCTOR's requirements.

(6) All the deliverables shall be submitted and controlled in compliance with the Project's related procedures and requirements.

3.0 REQUIREMENTS

(1) To ensure quality requirements are met, CONTRACTOR shall provide overall management and selected technical reviews of the detail engineering, procurement and construction Work performed by SUBCONTRACTOR. This includes the right to audit SUBCONTRACTOR's activities to verify compliance with its Quality Plan.

(2) CONTRACTOR reserves the right to inspect, monitor, review and approve / reject any and all activities throughout conduct of the Work, which in its sole judgment, is considered necessary to maintain quality standards.

(3) SUBCONTRACTOR including its Sub-tier(s) shall complete Work in accordance with applicable design, technical specifications, standards, its Quality Plan and established procedures and CONTRACTOR's Inspection and Test Plans.

3.1 Engineering

(1) SUBCONTRACTOR shall comply with CONTRACTOR's Quality Assurance and Quality Control Plans and Design management and review procedures, ensuring an efficient traceability and control of the design submittal and review processes, in compliance with the Project schedule and requirements.

(2) SUBCONTRACTOR shall establish through its project specific Quality Plan internal procedures defining the work processes to be employed in the engineering and design activities required to meet Project requirements.

(3) These procedures shall include specific requirements describing design responsibilities, organizational and technical interfaces, design input, design output, design verification, design changes, squad checks, calculation checks, deliverables,

schedule of submittals and document control. SUBCONTRACTOR shall also establish and maintain procedures for identifying products and services from applicable drawings, specifications, or other documents, during all stages of production. Internal procedures need not be issued to CONTRACTOR, but shall be available for review. Project specific procedures shall be prepared to reflect the Project requirements.

(4) SUBCONTRACTOR shall provide to CONTRACTOR for review and/or approval copies of engineering and design products / deliverables, as required by this Subcontract.

3.2 Procurement

(1) SUBCONTRACTOR's all Sub-tiers providing engineering / design services to SUBCONTRACTOR, if any, shall have a valid ISO 9001:2008 certification and shall be subject to CONTRACTOR's approval

(2) SUBCONTACTO and, through SUBCONTRACTOR, its Sub-tiers shall develop a Quality Management System and procedures in compliance with ISO 9001:2008 requirements for carrying out check, reviews and verification activities appropriate for the services they provide. These procedures shall be subject to review and acceptance of CONTRACTOR.

(3) Adequate control of procurement resources shall be maintained to assure that SUBCONTRACTOR's Sub-tier(s) comply with specified requirements. Provisions shall be made for performance of source inspections, as necessary; to assure the products meet specified quality requirements. All purchased products shall be evaluated to assure conformity with the requirements of applicable specifications and submitted to CONTRACTOR for approval before being purchased by SUBCONTRACTOR. Adequate records shall be maintained of inspections and tests performed on purchased products and documentation shall be obtained stating that material and equipment conform to procurement requirements.

(4) SUBCONTRACTOR shall use CONTRACTOR forms or equivalent for seeking material approvals.

3.3 Construction

(1) SUBCONTRACTOR including its Sub-tier(s) shall comply with CONTRACTOR's Quality Assurance and Quality Control Plans and implement CONTRACTOR's Inspection and Test Plan (ITP) requirements for all construction Work under this Subcontract.

(2) SUBCONTRACTOR is responsible for work quality and for implementing measures necessary to achieve and document compliance with requirements including, but not limited to, those listed below.

(a) CONTRACTOR shall monitor construction and QC activities of SUBCONTRACTOR. Unless advised otherwise SUBCONTRACTOR will perform all tests, inspection, audits and surveillance of activities to include documentation review to verify data correctness, completeness of coverage, retrieval ability as filed, timeliness of scheduling, and action taken on inspection and testing results.

(b) SUBCONTRACTOR shall provide procedures to control all changes or modifications to engineering, procurement and construction documents and data.

(c) SUBCONTRACTOR shall provide procedures to control field purchasing and subcontracting activities.

(d) SUBCONTRACTOR shall provide method of statements to control all their construction methodologies for its activities and submit them to CONTRACTOR for approval prior to commencing execution of the related activity at the Jobsite.

(e) SUBCONTRACTOR shall ensure that all their construction works are in full compliance with its approved Quality Plan, method statements, material approvals and design documents and shall have full sets of updated technical documentation available at the Jobsite.

(f) All SUBCONTRACTOR's personnel must be trained with respect to CONTRACTOR's requirements and procedures.

3.4 Processes and Procedures

(1) Quality Processes/Procedures (QPPs) shall be prepared to supporting the Quality Plan. The responsibility for review and approval of QPPs is with the SUBCONTRACTOR. CONTRACTOR shall agree with the SUBCONTRACTOR which QPPs additionally require the QAM and Engineering Design Manager approvals.

(2) The primary activities addressed by QPPs and to be implemented by the SUBCONTRACTOR are to include:

(a) Preparation of QPPs for design (not including designs for CONTRACTOR's temporary works), procurement, manufacture, along with all quality control processes;

(b) Document control including preparation, checking, approval, updating, receipt and control of incoming documents, distribution, storage and maintenance of records;

(c) Design control including verification, approval and acceptance by others;

(d) Preparation of material requisitions and approval of purchase orders in accordance with accepted specifications;

(e) Performance of quality verification reviews and flow down of quality requirements to SUBCONTRACTOR's Sub-tier(s) to ensure their compliance with the Subcontract;

(f) Control and calibration of measuring and test equipment;

(g) Monitoring the activities of SUBCONTRACTOR's Sub-tier(s) to ensure their compliance with the Contract;

(h) Review of Sub-tier(s)'s Quality Management Systems and quality verification documentation;

(i) Administration of non-conformity and reporting to CONTRACTOR;

(j) Administration of design, procurement, non-conformities and concessions and reporting of them to CONTRACTOR;

(k) Production of four-weekly reports of quality issues including non-conformity records and Key Performance Indicators as deemed appropriate by CONTRACTOR.

3.5 Document Control

(1) SUBCONTRACTOR shall have and implement written procedure(s) or instruction(s) that establishes a system for receipt, control, and distribution of design and vendor documents. The procedure(s) or instruction(s) shall provide for:

a. Verification of actual documents received and their subsequent control in the field.

b. Maintenance of document control logs or registers for drawings, interim design changes, specifications and vendor prints, listing current revision of each document to preclude use of invalid and/or obsolete documents.

c. Establishing a method of identification between controlled and uncontrolled documents.

d. Removal of superseded or voided documents from the work place to prevent unintended use. All obsolete documents retained for legal and/or knowledge-preservation purposes shall be suitably identified.

e. Auditing of documents in the field to confirm the full sets of the latest approved documents are being used.

(2) SUBCONTRACTOR shall provide free and unencumbered access to all data and documentation and shall, as requested, provide copies of any required documentation to CONTRACTOR at no additional cost. Access to data shall include "electronic access".

3.6 Audits

(1) SUBCONTRACTOR shall submit with its Quality Plan a schedule of internal Sub-tier audits that are to be conducted by SUBCONTRACTOR's personnel. The schedule, scope and method of the audits are such as to enable the SUBCONTRACTOR to verify that all aspects of the Work are being conducted in accordance with the Quality Plan and all Subcontract requirements.

(2) The SUBCONTRACTOR shall allow CONTRACTOR, and authorized third parties to observe/participate in these audits and to conduct additional independent audits, as they consider appropriate to provide assurance that the Work is being conducted in accordance with Subcontract requirements. SUBCONTRACTOR shall provide the facilities and access necessary for these audits to be carried out effectively. SUBCONTRACTOR shall place similar requirements on Sub-tiers.

(3) All project related audits performed by SUBCONTRACTOR shall be shared with CONTRACTOR.

(4) CONTRACTOR and any authorized third parties including the Government of Kosovo representatives for the Project and statutory authorities and undertakers, shall have the right to conduct audits and inspections of all Work that is being executed by the SUBCONTRACTOR and its Sub-tier(s) under this Subcontract.

(5) SUBCONTRACTOR and its Sub-tier(s) shall make available for audit all records necessary to demonstrate that the Work has been executed in accordance with the Quality Management System and the Subcontract. They shall also provide CONTRACTOR with documents that demonstrate that the Work is progressing in accordance with specified requirements. These are to be provided in a timely manner as the work progresses.

3.7 Identification and Traceability of Equipment and Material

(1) SUBCONTRACTOR has responsibility for maintenance of material and equipment identification and traceability, including records, throughout all stages of construction. Procedures shall describe the methods for maintenance of material and equipment

traceability.

(2) All materials to be used for permanent works must be subject to CONTRACTOR's approval in advance of being purchased by SUBCONTRACTOR.

3.8 Inspection and Testing

(1) SUBCONTRACTOR control the inspection and testing of all construction activities, in full compliance with CONTRACTOR's Quality Assurance and Quality Control Plans and Inspection and Inspection Test Plans. These procedures shall address testing; receiving, in-progress, and final inspection; and inspection and test records.

(2) SUBCONTRACTOR shall ensure that CONTRACTOR is provided sufficient time to witness tests and inspect work performed by SUBCONTRACTOR'S suppliers or subcontractors. These shall, as a minimum, include the following:

(a) All the tests required by CONTRACTOR's Inspection and Test Plans

(b) All the inspections, surveillance and reviews required by CONTRACTOR's Inspection and Test Plans

(c) All the records to prove SUBCONTRACTOR's compliance with CONTRACTOR's Inspection and Test Plans and Subcontract requirements, including approved checklists for all the works performed by SUBCONTRACTOR.

3.9 Inspections, Measuring, and Test Equipment

(1) SUBCONTRACTOR shall provide and maintain all inspection, measuring and test devices used to verify compliance with specifications. SUBCONTRACTOR's measuring and test equipment shall be made available to CONTRACTOR for its use and for verification of accuracy and condition.

(2) SUBCONTRACTOR shall establish and implement documented procedure(s) to control measuring and testing equipment. The process shall ensure that:

(a) A controlled list of tools, instruments, and equipment requiring periodic calibration is developed and maintained, including a checkout log showing where devices have been used on the Project.

(b) M&TE is calibrated, or checked against, equipment certified to recognized standards at prescribed manufacturer's or project required intervals; where no such standards exist, the basis used for calibration shall be documented.

(c) M&TE is stored in a designated storage facility with access controlled to authorized personnel only.

(d) All M&TE has a calibration sticker affixed, when physically possible, which includes the M&TE unique ID, the calibration due date and provides traceability back to the calibration records;

(e) Calibration instructions are available and used for each type of M&TE calibrated.

(f) The handling, preservation and storage of M&TE is in accordance with manufacturers' recommendations.

(g) A calibration recall process is utilized to ensure that M&TE devices are recalled for calibration when required.

(h) A process is in place and used for evaluating the impact on completed installations for M&TE that is lost, damaged or found to be out of calibration and document any deficiencies;

(i) M&TE calibration information is documented on inspection and test records and

(j) All the M&TE that is not calibrated, demanded or not in use shall be stored separately and labeled as such

(3) SUBCONTRACTOR shall use CONTRACTOR provided forms or equivalent:

(a) Measuring and Test Equipment List
(b) M&TE Calibration Test Report
(c) Measuring and Test Equipment Checkout Log

3.10 Process Control

(1) SUBCONTRACTOR shall provide procedures to control work processes. These shall, as a minimum, include the following:

(a) Assurance of the control of records and documents to prove compliance with all the CONTRATOR's requirements

(b) Method statements to describe the construction methodology, equipment, materials and qualified personnel involved on the Project

(c) Control of QC Checklists for all the construction works performed by SUBCONTRACTOR

(d) Control of design review, interfaces and design deliverables, aligned with CONTRACTOR's design and construction milestones.

(2) SUBCONTRACTOR shall maintain a welding program as required by the applicable code(s), standard(s), and project specifications. At a minimum the welding program shall include:

(a) Documentation of field welding activities

(b) Assignment of welding procedure specifications

(c) Welder qualifications, maintenance, and welder identification

(d) Weld heat treatment

(e) Control and disbursement of welding filler materials.

(3) In the event that welding is to be performed and as applicable the following welding related documentation shall be submitted by the SUBCONTRACTOR along with the Quality Plan for review and approval not less than thirty (30) calendar days, or as directed by CONTRACTOR, before Work starts. CONTRACTOR will return comments or approval as applicable to the scope of Work:

(a) Welding Procedure Specifications (WPSs) and supporting Procedure Qualification Records (PQRs)

(b) Welder Qualification Records

(c) NDE contractor's written Practice and Procedures

(d) Project staffing plan including personnel certification records for NDE (including current visual acuity record)

(e) Project Source Utilization Plan (includes size, strength, type, and quantity of sources of X-ray units)

(f) Post Weld Heat Treatment (PWHT) Procedures, Instrument Calibration Records, Personnel Qualification/Training Records and Certification that the T/C's and wires meet the PHT-2 requirements or approved Contractor procedure.

(g) Filler Material Control Procedure

(h) Welder Qualification Procedures

(i) Weld Repair Procedures

(4) The following welding related documentation shall be submitted by the SUBCONTRACTOR, as applicable, prior to Final Acceptance.

(a) Material Test Reports (if required)

(b) Inspection Records, including Radiography film

(c) PWHT (Post Weld Heat Treatment) Charts

(d) Weld Maps or other documents that defines application of welding procedures

3.11 Inspection and Test Status

(1) SUBCONTRACTOR shall implement and fully comply with CONTRACTOR's Inspection and Test Plans (ITPs) for each activity performed. The ITP is a Contractor-generated document that outlines the specific inspection and testing requirements used by BEGP to monitor the Contractor's quality. ITPs identify the items, materials and work to be inspected or tested; by whom, and at what stage or frequency; as well as 'Hold" and 'Witness' points, and references to relevant standards.

(2) SUBCONTRACTOR shall ensure that all work complies with the Subcontract Documents and referenced design standards/criteria.

(3) SUBCONTRACTOR shall notify CONTRACTOR using the agreed means at least twenty four (24) hours in advance, (where possible), of the operation to ensure CONTRACTOR and other required attendees can attend the required witness and/or hold points.

(4) SUBCONTRACTOR shall initiate the Checklist at the beginning of each construction activity, assigning a unique document number and shall be responsible for obtaining the related signatures for all the required measurements, tests and inspections. After the completion of the works and obtaining CONTRACTOR's approval, SUBCONTRACTOR shall hand over the related Checklist to CONTRACTOR's Quality Control Representative for further processing.

(5) SUBCONTRACTOR shall maintain controlled logs with all initiated Checklists and their approval status and location until they are handed over to CONTRACTOR's Quality Control Representative for further processing

(6) SUBCONTRACTOR shall provide weekly Hold and Witness look-ahead schedules.

(7) SUBCONTRACTOR shall ensure that each item of work is inspected and accepted by its own team before CONTRACTOR's inspection.

(8) ITPs are generally required for contracts that install or provide a service on permanent materials or equipment. No work shall be allowed to take place without an approved ITP unless authorized by CONTRACTOR. ITPs shall be required for SUBCONTRACTOR welding on-site, including welding of temporary installation.

(9) Verification of work activities or sequence shall be determined in the ITP. Inspection or testing must take place in the order required to validate conformance (e.g., inspection of rebar before concrete placement).

(10) The SUBCONTRACTOR shall regularly submit completed inspection and test records to the CONTRACTOR. Original requests/reports may be maintained by the SUBCONTRACTOR.

(11) SUBCONTRACTOR shall use CONTRACTOR forms or equivalent.

3.12 Control of Nonconformance

(1) SUBCONTRACTOR shall establish and implement documented procedure(s) to ensure that nonconforming items (items that do not conform to specified requirements) are prevented from unintended use or installation. This control shall provide for identification, evaluation, segregation (when practical), disposition, disposition implementation, re-inspection, and closure of nonconforming items, and for notification to the functions concerned.

(2) SUBCONTRACTOR shall comply with CONTRACTOR's project procedure for Control of Deficient Items and perform all rework / repairs in compliance with the Engineering disposition

(3) CONTRACTOR reserves the right to correct nonconforming items and backcharge SUBCONTRACTOR for such corrections.

(4) SUBCONTRACTOR shall document and validate nonconforming conditions.

(4) CONTRACTOR also may identify and report nonconformance. In such cases, a Nonconformance Report will be delivered to SUBCONTRACTOR who shall provide appropriate closure action.

(5) SUBCONTRACTOR shall submit copies of all nonconformance reports to CONTRACTOR for information. Nonconformance reports in which the proposed disposition is "use-as-is" or "repair," shall be submitted to CONTRACTOR for concurrence prior to proceeding with the associated work.

(6) SUBCONTRACTOR shall evaluate each nonconformance for potential corrective action to prevent recurrence of the problem and implement corrective action.

(7) SUBCONTRACTOR shall use CONTRACTOR forms or equivalent.

3.13 Material and Equipment Receiving, Handling, Storage, and Maintenance

(1) SUBCONTRACTOR is responsible for the receipt and control of purchased material and equipment. SUBCONTRACTOR shall prepare procedures for material and equipment approval prior to purchase and use, receiving, checking and acceptance of delivered materials, handling, storage, and maintenance.

(2) SUBCONTRACTOR shall have a process in place to control material and equipment release for installation, including a process to control the release of nonconforming items.

(3) SUBCONTRACTOR shall establish and implement a program that will ensure that all material and equipment under its jurisdiction/control is maintained in accordance with the manufacturer's recommendation or specified requirements to ensure all warranties remain in effect, and to prevent damage or deterioration of the item.

(4) SUBCONTRACTOR's program shall identify the particular material and equipment to be maintained, the maintenance operations to be performed, and the frequency of such maintenance operations. Inspections shall be conducted and documented to ensure conformance to specified storage requirements. Upon CONTRACTOR request, SUBCONTRACTOR shall provide hard copy reports showing status of maintenance program for each included item.

(5) All materials and equipment shall be properly maintained by the SUBCONTRACTOR during the performance of the work to retain identification and not jeopardize its structural, mechanical, or electrical ability to function as designed once installed in its permanent location. Storage and maintenance requirements on permanent plant equipment shall be performed until CONTRACTOR has accepted care and custody of the component.

3.14 Quality Records

(1) SUBCONTRACTOR shall package and prepare all quality records for handover prior to Final Acceptance. Format of these packages shall be developed in conjunction with CONTRACTOR. Each turnover package to CONTRACTOR shall include as applicable:

(a) Turnover Exception Report (from Punch List Items)

(b) Other items listed in the Subcontract

(2) Acceptance of SUBCONTRACTOR'S Quality Plan by CONTRACTOR does not relieve SUBCONTRACTOR of the obligation to comply with any requirements of this Subcontract.

(3) SUBCONTRACTOR'S Quality Plans is subject to subsequent revision as directed by CONTRACTOR.

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE -HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT
FOR BRIDGE NO. 063

EXHIBIT "B" – SPECIAL CONDITIONS

APPENDIX B-3
TRAINING PROGRAMME

INFORMATION ON KOSOVO MOTORWAY PROJECT CRAFT COMPETENCY TRAINING PROGRAMME

1 KOSOVO MOTORWAY PROJECT CRAFT TRAINING PROGRAMME

The KMP Craft Training Programme has been developed to ensure that all new manual employees (Direct Hire or Subcontractor) on the project receive the required amount of ES&H, Quality and Job/Skill Specific training prior to commencing work on site.

2 STRATEGY

The Craft Training Programme (CTP) is a structured process that 1) turns craft workers with little or no disciplined heavy construction work experience into productive workers, and 2) assures the performance of those workers with some construction experience is brought up to the level of expectation reflecting BEGP's project requirements. Participation in this training program is a requirement for working on the Project.

The objectives of the CTP are to:

- Provide basic construction site knowledge and awareness relating to health, safety, environment and quality.
- Provide construction craft with knowledge and skills which can be documented in a training passport. The target audience is unskilled and semi-skilled labor in basic aspects of construction.
- Provide construction supervisory skills to supervisors and foremen.
- Ensure that craft have been provided with the skills necessary for their assigned tasks.

The Subcontractor CTP is divided into 2 sections;

- Level 1: ES&H Orientation and Training
- Level 2: Quality and Skill Enhancement Training

2.1 Training Requirements

The responsible Department Manager working with the ES&H, Training and Subcontracts Manager will define which training modules are to be attended by the craft of each subcontractor employed on the KMP. These training requirements will then be defined in the pre-qualification and kick off meetings. Subcontractor is to note that workers must be made available to attend the required trainings prior to commencing work at site.

2.2 Types of Training

Level 1 Training

Level 1 Trainings will be conducted by the ES&H Department. Some courses will be compulsory for all craft where as some will be Job Type specific. For example the Paving Crew does not require Working at Height Training.

The trainings will be a combination of Class Room Training and practical Trainings in the Hazard School, or on the Site. On completion of the Level 1 training program each employee will have an understanding of the KMP ES&H requirements related to their job.

Level 2 Training

Level 2 Trainings are to provide the Craft with the specific skills which they require to perform their day to day tasks safely, effectively and to the required quality. The duration of the trainings is dependent upon the complexity of the Job Type and scope of the sub-contract.

To most effectively enhance the skills of the craft the training packages will be a combination of class room and practical sessions. The practical sessions will be performed in the purpose built Craft Training Area, or on active sites.

Level 2 Trainings will be conducted by BEGP foremen or Construction Supervisors from the relevant departments, and will be assisted by the ES&H Department when required.

2.3 Training Facilities

The training facilities include;

- On site class rooms
- A training yard / center
- The site
- Project Safety Training Bus

2.4 Training Passports & Records

Training Passport

On arrival for the first day of training the Subcontractor employee will be issued their ID Badge and Training Passport. This document is the responsibility of the employee and should be kept on their person at all times when working on KMP site, it will be updated as future training is completed.

The training passport will act as proof that an individual has been through the required training for them to perform their job. If found without a training passport, or performing tasks for which they have not been trained (e.g. working at height without working at height training) disciplinary action will be taken against employee and/or supervisor and/or subcontractor. This is to be coordinated through HR, Sub-Contracts Department and the relevant Construction Department.

2.5 Arrival of New Craft Personnel at Site

On arrival at the Project, on the new hire's first day, he/she will report directly to HR. HR will then issue the ID Badge and Training Passport, and will send the employee to the ES&H Orientation. Further the new hire will receive their training schedule prepared by the Training Manager, in consultation with the manager of the Subcontractor.

Training Schedule

The training schedule will include; training modules, dates, times, locations and trainer's name and contact details. The workers will attend their initial Level 1 and 2 trainings on the designated days, and their training passports will be updated accordingly. On completion and passing of all required Level 1 and 2 trainings the worker will be authorized to work on the site.

Recognizing that subcontractors are being employed based on the knowledge and experience of their employees, the training requirements will be assessed and agreed upon between the Subcontractor's Manager and BEGP's Training Manager. The Craft Training Matrix shown in Appendix 2 of Exhibit D illustrates the four (4) compulsory ES&H modules to be attended by all subcontractor personnel, in addition to the available ES&H and Skills Based trainings. The matrix has been populated to show the trainings that BEGP craft must attend dependent upon their department and job type, as a guide for what trainings Subcontractor craft can attend.

2.6 Changing Jobs/ Responsibilities

Workers are trained to perform specific activities. If the subcontractor wants the worker to perform a different task which requires additional training, the training must be completed prior to being able to perform the new task. Compliance against this requirement can be checked by BEGP personnel reviewing the worker's training passport.

2.7 Competency Verification and Skill Enhancement

Some job types will require competency verification. Such job types include but are not limited to; Crane Operators and Equipment Operators.

Competency verification will involve a competent BEGP person in the skill to be assessed observing the new worker at site to determine if he/she is capable of performing their work safely and to the required standard. Verification Records will be maintained by the Training Manager.

TRAINING MATRIX - PRISHTINË - HANI I ELEZIT MOTORWAY PROJECT

Responsible Department and BUD	LEVEL 1: ESE#
	ESE#: LAURENTIU DARANDAU
Category	Orientation / Environmental Safety and Health / Supervisor
Supervisor	Neshati Djargjali
Department Trainer	

Code	HS 100	HS-100	HS-100	HS 101	HS 102	HS 103	HS 104	HS 105	HS 106	HS 107	HS 108	HS 109	HS 110	HS 111	HS 112	HS 113	HS 114	HS 115	HS 116	HS 117	HS 118	HS 119	HS 120
JOB # / Department and Job Description	ESE# Orientation	Hand Protection	Mine awareness	STA#IP/JHA	Vehicle Safety - Defensive Driving	Hand tools (power and manual)	Manual Handling	Hazardous Substance Training	Hearing Conservation Training	Respiratory Protection	Lock-out /Tag out and Permit to Work	Confined Space	Safety Watch Training	PBS Observer Training 8h (As required)	Fire Safety	Food Handling and Hygiene	Bloodborn Pathogenes	Supervisor Training Modules/ JHA/STA#IP/IA	Supervisor Training Modules ESE# Program Of Overview	Supervisor Training Modules Incident Investigation	Supervisor Training Modules/ Audit Inspection	Supervisor Training Modules/ Environmental Awareness -	Supervisor Training Modules PBS for Supervisor/
Earthworks																							
EW 1	Equipment Operator	1	1	1	1	1	1																
EW 2	Equipment Operator (Drilling &Blasting)	1	1	1	1	1																	
EW 3	Blasting Crew	1	1	1	1	1	1	1															
EW 4	Flagman / Spotter	1	1	1	1	1	1	1															
EW 5	Driver	1	1	1	1	1	1	1															
EW 6	Laborer	1	1	1	1		1	1															
EW 7	Foreman / Supervisor	1	1	1	1	1	1											1	1	1	1	1	1
Structures																							
ST 1	Scaffolder	1	1	1	1		1	1															
ST 2	Rebar Worker	1	1	1	1		1	1					1										
ST 3	Formworker	1	1	1	1		1	1					1										
ST 4	Concrete Worker	1	1	1	1		1	1			1												
ST 5	Rigger	1	1	1	1		1	1															
ST 6	Piling Crew	1	1	1	1		1	1		1													
ST 7	Equipment Operator	1	1	1	1	1																	
ST 8	Crane Operator	1	1	1	1	1																	
ST 9	Spotter	1	1	1	1	1																	
ST 10	Concrete Truck Driver	1	1	1	1	1																	
ST 11	Concrete Plant Operator	1	1	1	1		1	1		1		1											
ST 12	Welder	1	1	1	1		1	1		1	1	1	1		1								
ST 13	Beam Installers	1	1	1	1		1	1							1								
ST 14	Electrician	1	1	1	1		1	1				1			1								
ST 15	Carpenter	1	1	1	1		1	1							1								
ST 16	Laborer	1	1	1	1		1	1															
ST 17	Foreman / Supervisor	1	1	1	1	1												1	1	1	1	1	1
Equipment																							
EQ 1	Welder / Steel Tracker	1	1	1	1		1	1			1		1		1								
EQ 2	Rigger	1	1	1	1		1	1															
EQ 3	Heavy Duty Mechanic	1	1	1	1		1	1	1			1			1								
EQ 4	Light Duty Mechanic	1	1	1	1		1	1	1						1								
EQ 5	Auto Electrician (17Y - 24Y)	1	1	1	1		1	1							1								
EQ 6	Power Electrician	1	1	1	1		1	1				1			1								
EQ 7	Forklift Operator	1	1	1	1		1	1															
EQ 8	Lubeman	1	1	1	1		1	1							1								
EQ 9	Washerman	1	1	1	1		1	1	1														
EQ 10	Tire Man	1	1	1	1		1	1															
EQ 11	Plumber	1	1	1	1		1	1															
EQ 12	Driver	1	1	1	1	1																	
EQ 13	Fuel Dispenser	1	1	1	1		1	1	1						1								
EQ 14	Laborer	1	1	1	1		1	1	1														
EQ 15	Hydraulic Mechanic	1	1	1	1		1	1	1														
EQ 16	Cutting Machine Operator	1	1	1	1		1	1							1								
EQ 17	Foreman / Supervisor	1	1	1	1		1	1										1	1	1	1	1	1
Crusher and Plants																							
CP 1	Laborer	1	1	1	1		1	1		1	1	1											
CP 2	Electrician	1	1	1	1		1	1		1	1	1			1								
CP 3	Welder	1	1	1	1		1	1		1	1	1			1								
CP 4	Equipment Operator	1	1	1	1	1	1			1	1	1											
CP 5	Plant Operator	1	1	1	1		1	1		1	1	1			1								
CP 6	Mechanic	1	1	1	1		1	1		1	1	1	1		1								
CP 7	Driver	1	1	1	1	1																	
CP 8	Foreman / Supervisor	1	1	1	1	1				1	1	1						1	1	1	1	1	1
Piping																							
PI 1	Paver Operator	1	1	1	1	1			1		1				1								
PI 2	Roller Operator	1	1	1	1	1			1		1												
PI 3	Grader Operator	1	1	1	1	1			1		1												
PI 4	Driver	1	1	1	1	1																	
PI 5	Laborer	1	1	1	1		1	1	1		1				1								
PI 6	Spotter	1	1	1	1	1																	
PI 7	Foreman / Supervisor /Manager	1	1	1					1									1	1	1	1	1	1
Quality Control																							
QC 1	Asphalt Technician	1	1	1	1	1			1		1												
QC 2	Concrete Technician	1	1	1	1	1			1		1												
QC 3	Earthworks Technician	1	1	1	1	1			1		1												
QC 4	Lab Technician	1	1	1	1	1			1														
QA 5	Laborer	1	1	1	1		1	1	1		1												
Camp																							
CA 1	Cleaner	1	1	1	1	1			1		1				1		1						
CA 2	Cooks/ Kitchen Laborers	1	1	1	1		1	1							1	1							
CA 3	Maintenance	1	1	1	1		1	1							1								
Drainage																							
DR 1	Drainage Worker	1	1	1	1		1	1				1											
DR 2	Formworker/ Concrete/ Drainage	1	1	1	1		1	1					1										
DR 3	Rebar Worker	1	1	1	1		1	1															
DR 4	Rigger	1	1	1	1		1	1															
DR 5	Equipment Operator	1	1	1	1	1																	
DR 6	Slip Form Paver Operator	1	1	1	1	1																	
DR 7	Paver Worker	1	1	1	1	1			1		1												
DR 8	Foreman / Supervisor /Manager	1	1	1	1													1	1	1	1	1	1
Finishing Work																							
FW 1	Foreman / Supervisor /Manager	1	1	1	1		1											1	1	1	1	1	1
FW 2	Labourer (no work at height)	1	1	1	1		1	1															
FW 3	Labourer (works at height)	1	1	1	1		1	1															
FW 4	Labourers (Foundation workers)	1	1	1	1		1	1															
FW 5	Flagman / Spotter	1	1	1	1	1																	
FW 6	QR Punch Machine Op	1	1	1	1	1				1													
FW 7	Bobcat Fence Post Drilling Machine Op	1	1	1	1	1																	
FW 8	Boom Truck Op	1	1	1	1	1																	
FW 9	Forklift Operator	1	1	1	1	1																	
FW 10	Rigger / Bankman	1	1	1	1	1	1	1															
FW 11	Bolt Tightening Op	1	1	1	1	1	1	1															
FW 12	Tractor Driver	1	1	1	1	1																	
Managers																							
MA	PM/DPM Department Managers	1	1	1		1												1	1	1	1	1	1
Sub Contractors																							
SC 1	SC Personnel (Compulsory for all)	1	1	1	1	1	1	1															
	Total	85			78	60	47	44	18	15	14	10	3	0	30	1		0	0	0	0	0	

Subsequent Training
No requirement

Electronic documents, once printed, can no longer be controlled and may become outdated.
Refer to electronic documents in Doc./Plan for current revisions.
23030-000-HS-096-0008-01 ESMS Training Plan


LEVEL 2: Quality
Responsible Department and BUID
Category
Supervisor
Department Trainer
Code
QA
EARTHWORKS
STRUCTURES
DRAINAGE
Emre Sezai Gezioglu
Fatih Kurt
Hakan Bilay
Andreea Tinisor
Edis Hasori
Erkan Sherkagji
Imran Ramadani
QA 101
EW 101a
EW 101b
EW 102
EW 103
EW 104
EW 106
ST 101
ST 102
ST 103
ST 104
ST 105
ST 106
ST 107
DR 101
PV 101
KMP Quality Induction
Spotter Training
Flagman Training
Excavation & Trenching
Equipment Daily Maintenance
Truck Driver Training
Drilling and Blasting
General Formwork Installation / Systems
Concreting Operations
Rebar Operations
Working at Height / Fall Protection
Piling Operations
Concrete Plant Operations
U-Beam Operations
Drainage Installation
Channel and Gutter
CDB #
Department and Job Description
Earthworks
EW 1 Equipment Operator
EW 2 Equipment Operator (Drilling &Blasting)
EW 3 Blasting Crew
EW 4 Flagman / Spotter
EW 5 Driver
EW 6 Laborer
EW 7 Foreman / Supervisor
Structures
ST 1 Scaffolder
ST 2 Rebar Worker
ST 3 Formworker
ST 4 Concrete Worker
ST 5 Rigger
ST 6 Piling Crew
ST 7 Equipment Operator
ST 8 Crane Operator
ST 9 Spotter
ST 10 Concrete Truck Driver
ST 11 Concrete Plant Operator
ST 12 Welder
ST 13 Beam Installers
ST 14 Electrician
ST 15 Carpenter
ST 16 Laborer
ST 17 Foreman / Supervisor
Equipment
EQ 1 Welder / Steel Erector
EQ 2 Rigger
EQ 3 Heavy Duty Mechanic
EQ 4 Light Duty Mechanic
EQ 5 Auto Electrician (12V - 24V)
EQ 6 Power Electrician
EQ 7 Forklift Operator
EQ 8 Lubeman
EQ 9 Washerman
EQ 10 Tire Man
EQ 11 Plumber
EQ 12 Driver
EQ 13 Fuel Dispenser
EQ 14 Laborer
EQ 15 Hydraulic Mechanic
EQ 16 Cutting Machine Operator
EQ 17 Foreman / Supervisor
Crusher and Plants
CP 1 Laborer
CP 2 Electrician
CP 3 Welder
CP 4 Equipment Operator
CP 5 Plant Operator
CP 6 Mechanic
CP 7 Driver
CP 8 Foreman / Supervisor
Paving
PV 1 Paver Operator
PV 2 Roller Operator
PV 3 Grader Operator
PV 4 Driver
PV 5 Laborer
PV 6 Spotter
PV 7 Foreman / Supervisor /Manager
Quality Control
QC 1 Asphalt Technician
QC 2 Concrete Technician
QC 3 Earthworks Technician
QC 4 Lab Technician
QA 5 Laborer
Camp
CA 1 Cleaner
CA 2 Cooks/ Kitchen Laborers
CA 3 Maintenance
Drainage
DR 1 Drainage Worker
DR 2 Formworker/ Concrete/ Drainage
DR 3 Rebar Worker
DR 4 Rigger
DR 5 Equipment Operator
DR 6 Slip Form Paver Operator
DR 7 Paver Worker
DR 8 Foreman / Supervisor /Manager
Finishing Work
FW 1 Foreman / Supervisor /Manager
FW 2 Labourer (no work at height)
FW 3 Labourer (works at height)
FW 4 Labourers (Foundation workers)
FW 5 Flagman / Spotter
FW 6 QA Punch Machine Op
FW 7 Bobcat Fence Post Drilling Machine Op
FW 8 Boom Truck Op
FW 9 Forklift Operator
FW 10 Rigger / Banksman
FW 11 Bolt Tightening Op
FW 12 Tractor Driver
Managers
MM PM/DPM Department Managers
Sub Contractors
SC 1 SC Personnel (Compulsory for all)
TOTAL 8 4 3 5 21 6 3 4 17 1 2 1 8 2

		Job and Skill Based															
	Responsible Department and RLID	EQUIPMENT										QUARRY & PLANTS		PAVING		FINISHING	
	Category																
	Supervisor	Melih Cakiroğlu										Caglar Kendeyonic		Ali Tuner		Bulent Ozlueglu	
	Department Trainer	Cengiz Kocaer / Eser Usta										Muharrem Zherka		Onat Tepsir		Orhan Muharrem	
	Code:	EQ 101	EQ 102	EQ 103	EQ 104	EQ 105	EQ 106	EQ 107	EQ 108	EQ 109	EQ 110	CP 101	CP 102	PV 102	PV 103	FN 101	FN 102
JOB #	Department and Job Description	Rigging, Rigging Accessories and Banksman Training	Plant Maintenance Training	Welding, Hot works and Grinding	Electrician and Electrical Inspection	Plumbing Training	Fuel Dispenser System	High and Low Pressure Hydraulics	Plant and Equipment Mechanic Training	Tire Training	Mobile Working Platforms Forklifts	Asphalt and CTB Plant Training	Crusher Plant Training	Subbase & CTB	Asphalt Labourer Training	Guard Rail Installation	Finishing Operations
	Earthworks																
EW 1	Equipment Operator																
EW 2	Equipment Operator (Drilling &Blasting)																
EW 3	Blasting Crew																
EW 4	Flagman / Spotter																
EW 5	Driver																
EW 6	Laborer																
EW 7	Foreman / Supervisor																
	Structures																
ST 1	Scaffolder																
ST 2	Rebar Worker																
ST 3	Formworker																
ST 4	Concrete Worker																
ST 5	Rigger	1															
ST 6	Piling Crew																
ST 7	Equipment Operator																
ST 8	Crane Operator	1															
ST 9	Spotter																
ST 10	Concrete Truck Driver																
ST 11	Concrete Plant Operator		1														
ST 12	Welder			1													
ST 13	Beam Installers																
ST 14	Electrician				1												
ST 15	Carpenter																
ST 16	Laborer																
ST 17	Foreman / Supervisor																
	Equipment																
EQ 1	Welder / Steel Erector			1													
EQ 2	Rigger	1															
EQ 3	Heavy Duty Mechanic		1														
EQ 4	Light Duty Mechanic								1								
EQ 5	Auto Electrician (12V - 24V)				1				1								
EQ 6	Power Electrician				1												
EQ 7	Forklift Operator										1						
EQ 8	Lubeman								1								
EQ 9	Washerman																
EQ 10	Tire Man								1	1							
EQ 11	Plumber					1											
EQ 12	Driver																
EQ 13	Fuel Dispenser						1										
EQ 14	Laborer								1								
EQ 15	Hydraulic Mechanic							1	1								
EQ 16	Cutting Machine Operator			1													
EQ 17	Foreman / Supervisor								1								
	Crusher and Plants																
CP 1	Laborer											1	1				
CP 2	Electrician				1							1	1				
CP 3	Welder			1								1	1				
CP 4	Equipment Operator											1	1				
CP 5	Plant Operator		1									1	1				
CP 6	Mechanic		1									1	1				
CP 7	Driver											1	1				
CP 8	Foreman / Supervisor											1	1				
	Paving																
PV 1	Paver Operator										1			1	1		
PV 2	Roller Operator													1	1		
PV 3	Grader Operator													1	1		
PV 4	Driver													1	1		
PV 5	Laborer													1	1		
PV 6	Spotter													1	1		
PV 7	Foreman / Supervisor /Manager													1	1		
	Quality Control																
QC 1	Asphalt Technician													1	1		
QC 2	Concrete Technician																
QC 3	Earthworks Technician																
QC 4	Lab Technician																
QC 5	Laborer																
	Camp																
CA 1	Cleaner																
CA 2	Cooks/ Kitchen Laborers																
CA 3	Maintenance				1												
	Drainage																
DR 1	Drainage Worker																
DR 2	Formworker/ Concrete/ Drainage																
DR 3	Rebar Worker																
DR 4	Rigger	1															
DR 5	Equipment Operator																
DR 6	Slip Form Paver Operator																
DR 7	Paver Worker																
DR 8	Foreman / Supervisor /Manager																
	Finishing Work																
FW 1	Foreman / Supervisor /Manager																
FW 2	Labourer (no work at height)															1	1
FW 3	Labourer (works at height)																
FW 4	Labourers (Foundation workers)																
FW 5	Flagman / Spotter																
FW 6	QA Punch Machine Op										1					1	
FW 7	Bobcat Fence Post Drilling Machine Op										1					1	1
FW 8	Boom Truck Op										1					1	
FW 9	Forklift Operator										1						
FW 10	Rigger / Banksman	1															
FW 11	Bolt Tightening Op															1	
FW 12	Tractor Driver																
	Managers																
MM	All/Total Department Managers																
	Sub Contractors																
SC 1	SC Personnel (Compulsory for all)																
	Total	5	4	4	5	1	1	1	9	1	6	8	8	8	8	5	3

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

PROCURE AND CONSTRUCT (PC) SUBCONTRACT FOR BRIDGES B402 and B405

EXHIBIT "C" - QUANTITIES, PRICING AND DATA

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2.0	LUMP SUM PRICE	2
3.0	ADVANCE PAYMENT	2
4.0	ADJUSTMENTS	3
5.0	CONTRACTOR PERFORMED WORKS	3
6.0	REQUIRED SUBMITTALS	3
7.0	MEASUREMENT OF PAYMENT	3
8.0	MATERIALS PROVIDED BY CONTRACTOR	4
9.0	EQUIPMENT PROVIDED BY CONTRACTOR	4

EXHIBIT "C"

1.0 WORK TO BE PERFORMED

SUBCONTRACTOR shall be paid for the Works including the performance of all required temporary works, procurement, construction and commissioning of Bridges B402 and B405 in accordance with Subcontract Documents.

2.0 LUMP SUM PRICE

The Total Lump Sum Price (Subcontract Price) for performing all Work in accordance with this Subcontract is **12,688,601 Euros** that is **twelve million six hundred eighty eight thousands six hundred and one Euros** excluding VAT. The breakdown of this Lump Sum Price is detailed in the schedule of pay items below:

Bridge B402

Bridge No / Item No:	Description	Unit	Total Estimated Quantity	Lump Sum (LS) Price (Euro)
B402 / 01	Piles	lm	2,723	720,000
B402 / 02	Foundations	m3	2,333	470,000
B402 / 03	Piers	m3	1,312	360,000
B402 / 04	Pier Heads	m3	1,224	325,000
B402 / 05	Beams	m3	4,748	1,875,000
B402 / 06	Deck Slab	m3	3,044	1,020,000
Sub Total Lump Sum Price for B402				**4,770,000**

Bridge B405

Bridge No / Item No:	Description	Unit	Total Estimated Quantity	Lump Sum (LS) Price (Euro)
B402 / 01	Piles	lm	4,747	1,295,000
B402 / 02	Foundations	m3	3,844	855,000
B402 / 03	Piers	m3	2,483	622,000
B402 / 04	Pier Heads	m3	1,907	560,000
B402 / 05	Beams	m3	8,468	3,046,601
B402 / 06	Deck Slab	m3	3,044	1,540,000
Sub Total Lump Sum Price for B405				**7,918,601**

Total Lump Sum Price (Euro)	**12,688,601**

Total Estimated Quantities above shall be adjusted based on design progress in accordance with the Exhibit "B" SC-14 titled "MEASUREMENT FOR PAYMENT".

3.0 ADVANCE PAYMENT

CONTRACTOR shall pay to SUBCONTRACTOR prior to Commencement Date an advance payment of four hundred thousand Euros (EUR 400,000) providing that SUBCONTRACTOR furnishes the unconditional and irrevocable Advance Payment Bond at no cost to CONTRACTOR detailed in Special Condition titled "PERFORMANCE AND PAYMENT SECURITIES". Provision and CONTRACTOR's acceptance of Advance Payment Bond shall be a prerequisite to CONTRACTOR's advance payment.

DINARIK d.o.o. Široki Brijeg

The advance payment shall be deducted from each successive invoice in ten percent (10%) increments until repaid in full. If advance payment is not repaid in full until the end of the tenth

SUTHA ENGINEERING PLATFORM BRANCH IN KOSOVO

(10th) month from the Construction Works Commencement Date, the remaining amount shall be deducted from SUBCONTRACTOR's subsequent invoice as such advance payment shall be paid in full no later than ten (10) months after Construction Works Commencement Date.

At the time when advance payment is repaid in full, CONTRACTOR shall return the Advance Payment Bond to SUBCONTRACTOR.

4.0 ADJUSTMENTS

All prices are fixed and firm for the duration of the Subcontract and are not subject to escalation for any cause. Payment of the Total Lump Sum Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by SUBCONTRACTOR in accomplishing the Work in accordance with the provisions of this Subcontract.
SUBCONTRACTOR shall maintain all Work in progress until Final Acceptance. SUBCONTRACTOR shall repair, rework or replace as necessary any Work damaged or lost due to normal wear and tear, anticipated events, or conditions within SUBCONTRACTOR's control. No separate payment shall be made for such maintenance costs which are deemed included in the original Subcontract Price. Any failure to maintain the Work shall be considered a defect in accordance with the General Condition titled "WARRANTY."

5.0 CONTRACTOR PERFORMED WORKS

CONTRACTOR may, at its sole discretion, choose to self-perform, under supervision of SUBCONTRACTOR, any portion of the Work within the scope of this Subcontract. In such instances, CONTRACTOR will notify SUBCONTRACTOR in writing, detailing the portion of Work CONTRACTOR will perform. CONTRACTOR will then, after the execution of such works, submit its invoice to the SUBCONTRACTOR for an amount equal to the value of such works calculated based on Total Estimated Quantities for each bridge separately and any approved design changes thereafter and theoretical unit rates calculated as per the lump sum price of each item stated in "LUMP SUM PRICE" clause of this Exhibit "C".

Performance of any portion of Work by CONTRACTOR shall not constitute a change under GC-29 titled "CHANGES" and shall not relieve SUBCONTRACTOR from any liability under this Subcontract. SUBCONTRACTOR is required to supervise and will be responsible for the portion of Work which CONTRACTOR performs.

6.0 REQUIRED SUBMITTALS

CONTRACTOR's approval of SUBCONTRACTOR's following submittals is a prerequisite to payment of any of its invoice:

6.1 Subcontract Schedule
6.2 Safety and Health Program
6.3 Quality Plan
6.4 Certificates of Insurance
6.5 Performance Bond(s)
6.6 Environmental Compliances Plan

7.0 MEASUREMENT OF PAYMENT

SUBCONTRACTOR shall be compensated against the schedule of pay items set forth above in accordance with the measurement for payment provisions specified below:

No.	Description	Payment Provisions
1	Piles	100% of item LS Price shall be paid proportionally against progress percentage based on actual quantities installed on site as verified by CONTRACTOR and total estimated quantities set out in schedule of pay items. For the avoidance of doubt, "Beams" progress percentage shall be calculated based on the installed beam
2	Foundations	
3	Piers	
4	Pier Heads	
5	Beams	

6	Deck Slab	quantities.

8.0 MATERIALS PROVIDED BY CONTRACTOR

Upon SUBCONTRACTOR's request, the following materials may be provided to SUBCONTRACTOR by CONTRACTOR at the rates specified below. CONTRACTOR may also provide other concrete mix design not listed below upon request of SUBCONTRACTOR. Rates of such mix designs not included in the following list shall be agreed between CONTRACTOR and SUBCONTRACTOR.

Costs of any material provided by CONTRACTOR as determined based on the following unit rates shall be invoiced to SUBCONTRACTOR on a monthly basis.

No.	Item	Unit of Measurement	Unit Rate (Euro)
1	Reinforcing Steel, cut and bent	kg	0.49
2	Strands	ton	785.00
3	Concrete C12/15	m3	44.25
4	Pile Concrete C25/30	m3	52.00
5	Foundation Concrete C25/30	m3	49.50
6	Elevation Concrete C30/37A	m3	52.00
7	Beam Concrete C35/45	m3	60.50
8	Deck Concrete C25/30	m3	49.50

Above concrete materials unit rates are inclusive of pumping equipment provided by CONTRACTOR, In case CONTRACTOR provides concrete material without pumping equipment, EUR 4.00 shall be deducted from the unit rates stated in above table.

9.0 EQUIPMENT PROVIDED BY CONTRACTOR

Upon SUBCONTRACTOR's request, equipment stated in Appendix C-1 may be provided to SUBCONTRACTOR by CONTRACTOR at the rates specified depending on the availability of equipment. All costs of such equipment including without limitation the costs associated with provision of fuel, spare parts, maintenance, wear and tear parts, registration fees other than customs duties, any insurance required by the Republic of Kosovo laws and all other consumables required to keep the equipment operational shall be borne by SUBCONTRACTOR. CONTRACTOR is not obliged to provide any equipment under this Subcontract.

CONTRACTOR will exert every reasonable effort to make delivery of such equipment so as to avoid delay in the progress of the Work. However, should CONTRACTOR, for any reason, fail to make delivery of any such equipment and a delay results, SUBCONTRACTOR shall not claim any change, time extension or additional compensation under this Subcontract. SUBCONTRACTOR shall take all appropriate actions to mitigate the consequences of such delay.

Costs of any equipment provided by CONTRACTOR as determined based on the rental rates stated in Appendix "C-1" shall be invoiced to SUBCONTRACTOR on a monthly basis.

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

PROCURE AND CONSTRUCT (PC) SUBCONTRACT FOR BRIDGES B402 and B405

EXHIBIT "D"

SCOPE OF WORK

Article	Title	Page
1.0	SCOPE OF WORK	2
2.0	Existing Documentation and Data	2
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3.1	Provision of Materials	2
3.2	Provision of Construction Equipment	2
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3.4	Material and Inventory Management	2
4.0	CONSTRUCTION	3
4.1	Mobilization	3
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4.5	Bridge Superstructure	4
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4.7	Testing	5
4.8	Construction Works not included in SUBCONTRACTOR's scope:	5
5.0	SUBCONTRACTOR's Submittal Requirements	5

Schedules

Schedule 1	Not Used
Schedule 2	Not Used
Schedule 3	Not Used
Schedule 4	Not Used
Schedule 5	Not Used
Schedule 6	Not Used
Schedule 7	Not Used
Schedule 8	Not Used
Schedule 9	Not Used
Schedule 10	Not Used
Schedule 11	Not Used
Schedule 12	Not Used
Schedule 13	Not Used
Schedule 14	Not Used
Schedule 15	Not Used
Schedule 16	Not Used
Schedule 17	Implementation Documents

1.0 SCOPE OF WORK

SUBCONTRACTOR shall perform all required procurement, supply and construction works of Bridges B402 and B405 (the "Bridge" or "Bridges") in accordance with Subcontract Documents, including without limitation provision of all shop drawings, data sheets, samples, construction materials, labor and equipment as detailed under Procurement and Construction sections of this Exhibit "D".

2.0 Existing Documentation and Data

CONTRACTOR has made or will make the following documents, drawings and data available to SUBCONTRACTOR for information and reference either through Exhibit "E" or by other means to assist SUBCONTRACTOR in execution of the Works:

- Initial Design Drawings
- Final Design Drawings
- Issued for Construction Design Drawings (IFC)

A list of available technical specifications, drawings, documents and data is included in Exhibit "E" of this Subcontract. Further design documentation, not referenced in Exhibit "E" may be made available to SUBCONTRACTOR as and when deemed necessary.

SUBCONTRACTOR shall, during the design development stage, upon receiving design drawings, within seven (7) calendar days, review the design drawings and provide its comments from constructability point of view to CONTRACTOR.

3.0 PROCUREMENT

SUBCONTRACTOR shall procure all necessary materials and equipment (temporary and permanent) to execute the Work under this Subcontract as detailed in this section to the required standards and specifications, including where specified detailed material traceability.

3.1 Provision of Materials

Procurement, supply and delivery of all materials (temporary and permanent) required to perform the Work is included in the SUBCONTRACTOR's scope of Work under this Subcontract. All materials shall be of new condition, and not second hand, used or recycled unless prior approval in writing is obtained from the CONTRACTOR. SUBCONTRACTOR shall be responsible of getting the materials to be used for the Works approved by Employer's Representative. SUBCONTRACTOR shall provide all required documentation related to the materials to CONTRACTOR for CONTRACTOR's material approval submission to Employer's Representative.

3.2 Provision of Construction Equipment

SUBCONTRACTOR shall provide all necessary construction equipment to perform the Work.

3.3 Logistics and Customs

SUBCONTRACTOR is responsible for the transport, logistics, customs and any kind od local and international permits of all materials and equipment required for the performance of the Work.

3.4 Material and Inventory Management

SUBCONTRACTOR shall provide a materials management and warehousing / storage plan, clearly identifying procedures and process for the receipt and storage of materials, including procedures for preservation or materials and handling of contaminated or quarantined materials.

CONTRACTOR may perform periodic audits of materials and equipment stored at the Jobsite and any non-conformances with the approved SUBCONTRACTOR procedures shall be addressed and resolved. At no time shall any quarantined materials or equipment be incorporated into the permanent Work.

4.0 CONSTRUCTION

SUBCONTRACTOR shall perform the Work in accordance with the Issued for Construction drawings issued by CONTRACTOR and specifications in this Subcontract. SUBCONTRACOR's scope of Work under this Subcontract includes construction of:

- Bridge Substructure
- Bridge Superstructure
- Temporary Facilities

If CONTRACTOR chooses to self-perform any portion of the Work under this Subcontract in accordance with the provision titled "CONTRACTOR PERFORMED WORKS", SUBCONTRACTOR is still required to supervise such portion of Work performed by CONTRACTOR.

4.1 Mobilization

SUBCONTRACTOR shall start mobilization of its equipment, personnel and any kind of material required for the performance of the Work on the Works Commencement Date.

SUBCONTRACTOR is solely responsible for its mobilization activities including but not limited to loading, unloading, transportation of its equipment and materials (other than items listed in Article 3.1.1 titled "Materials provided by CONTRACTOR") and obtaining any kind of permits as required. CONTRACTOR will assist SUBCONTRACTOR for temporary importation customs duties into Kosovo in accordance with Special Condition titled "IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES".

4.2 Jobsite Clearance, Access to Jobsite and Preparatory Works

CONTRACTOR will provide access to the Jobsite for SUBCONTRACTOR's use. CONTRACTOR will perform the site preparation works up to the level of foundation bottom elevations limited to earthworks, leveling and slope protections both for Temporary Facilities and Bridge Substructure in accordance with SUBCONTRACTOR's applicable design, and deliver the Jobsite to SUBCONTRACTOR ready for SUBCONTRACTOR to executive all Work under this Subcontract.

4.3 Traffic Management

Traffic Management Plan will be drafted by SUBCONTRACTOR and submitted to CONTRACTOR. CONTRACTOR will gather approvals of local authorities.

4.4. Bridge Substructure

SUBCONTRACTOR shall construct Bridge Substructure in accordance with Implementation Design provided in Exhibit "E" of this Subcontract. Bridge Substructure consists of Piles, Foundations, Piers and Pier Heads works. The scopes of each of these works are illustrated further below.

4.4.1 Piles

"Piles" means performance of all required activities to build all piles of Bridge including but not limited to drilling of the shaft for in situ pile, provision of bentonite slurry or in situations of extremely poor ground conditions casing the shaft, the provision and placement of reinforcing cage, concreting using CONTRACTOR approved methods, curing as per the design, breaking

of pile heads, construction of pile cap if any and, removal of all waste materials and disposal as required by permits and consents.

4.4.2 Foundations

"Foundations" means performance of all required activities to build all foundation of Bridge including but not limited to provision and casting of lean concrete, provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.4.3 Piers

"Piers" means performance of all required activities to build all piers of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.4.4 Pier Heads

"Pier Heads" means performance of all required activities to build all pier heads of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.5 Bridge Superstructure

SUBCONTRACTOR shall construct Bridge Superstructure in accordance with Issued for Construction (IFC) Design provided in Exhibit "E" of this Subcontract. Bridge Superstructure consists of Beams and Deck Slab works which are illustrated further below.

4.5.2 Beams

"Beams" means performance of all required activities to manufacturing and installation all beams of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required, as specified by the design and specifications.

4.5.1 Deck Slabs

"Deck Slabs" means performance of all required activities to build all deck slabs of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.6 Temporary Facilities

SUBCONTRACTOR shall construct Temporary Facilities in accordance with its IFC Design for temporary facilities. Scope also includes without limitation setup of temporary offices, storage facilities, precast yard, provision of all required equipment such as pre-stressing equipment, formwork, scaffolding and working platforms and other utilities and facilities to execute Bridge Substructure and Bridge Superstructure Work.

SUBCONTRACTOR shall submit a temporary facilities plan delineating all temporary utilities and facilities and utilities to be installed by the SUBCONTRACTOR to CONTRACTOR for review and approval. SUBCONTRACTOR shall submit plan(s) to CONTRACTOR not less than thirty (30) calendar days or as directed by CONTRACTOR before the installation starts. CONTRACTOR will return comments or approval within fifteen (15) calendar days.

SUBCONTRACTOR shall maintain an up-to-date set of as-built drawings showing the installed location of all SUBCONTRACTOR-provided temporary services. SUBCONTRACTOR shall provide updates of the drawings to CONTRACTOR within seven (7) calendar days of any changes to temporary utility installation. The drawings shall identify and show the location of surface services and buried services, including the following (if applicable):

a. Underground electrical cables

b. Underground piping

c. Aboveground communication and electrical cables;

d. Compressed air storage and reticulation;

e. Emergency access or roads;

f. Gas storage and reticulation;

g. Sewerage facilities;

4.7 Testing

Notwithstanding anything to the contrary in this Subcontract, the division of responsibility between CONTRACTOR and SUBCONTRACTOR for performing tests required for the Work is outlined in the following table.

Test Type	Performed by
Pile Driving Analyzer Test	CONTRACTOR
Pile Integrity Test	CONTRACTOR
Concrete Test	CONTRACTOR
Cement & Grouting Test	CONTRACTOR
Roughness of Deck Slab Surface Test	CONTRACTOR
Everness Of Deck Slab Surface Tests	CONTRACTOR
Creep & Shrinkage Test	SUBCONTRACTOR
Soil Test (if required)	CONTRACTOR
Rebar Test	CONTRACTOR
Welding Test	SUBCONTRACTOR
Strand Test	SUBCONTRACTOR
Membrane (Pull up) Test	CONTRACTOR
Bridge Load Test	SUBCONTRACTOR

4.8 Construction Works not included in SUBCONTRACTOR's scope:

Following works are not included in SUBCONTRACTOR's scope of work under this Subcontract:

- Structural excavation
- Slope protection
- Abutment and foundations backfill
- Paving works
- Safety barriers
- Handrails
- Road markings
- Traffic signalization
- Lighting and associated cabling
- Telecommunication pipes
- Communication ducts
- Waterproofing of Abutment, Foundations and Deck

5.0 SUBCONTRACTOR'S SUBMITTAL REQUIREMENTS

SUBCONTRACTOR shall submit the submittals including without limitation to the following, and have CONTRACTOR's approvals as a prerequisite to the below specified events under the Subcontract.

Plans and Commercial Submittals:

No.	Submittal Requirement	Subcontract Clause	Submittal timeframe	Prerequisite for
1	Advance Payment Bond	SC-13 titled "PERFORMANCE AND PAYMENT SECURITIES"	Within ten (10) calendar days after Subcontract Award	Advance Payment
2	Performance Bond	SC-13 titled "PERFORMANCE AND PAYMENT SECURITIES"	Within twenty (20) calendar days after Subcontract Award	Mobilization and payment of first invoice
3	Certificates of Insurances	SC-2 titled "INSURENCES"	Within twenty (20) calendar days after the Effective Date	Mobilization and payment of first invoice
4	Subcontract Schedule	SC-9 titled "SUBCONTRACT SCHEDULE"	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
5	Safety & Health Plan	SC-11 titled "SAFETY AND HEALTH REQUIREMENT"	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
6	Quality Assurance and Quality Control Plan	SC-16 titled "Quality Assurance Program	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
7	Environmental Compliances Plan	GC -12 titled "ENVIRONMENTAL REQUIREMENTS"	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
8	Security Plan	GC-11 titled "SECURITY REQUIREMENTS"	Within thirty (30) calendar days after Subcontract award	Mobilization

Quality Control and Construction and Handover Related Submittals:

No	Submittal Requirement	Submission Related to:	Required for:	Submittal timeframe	CONTRACTOR approval is prerequisite for:
1	Calculations	Design	All Design Deliverables	Along with the each Design Deliverable	Construction
2	IFC Drawings		Implementation Design	Along with the Implementation Design submissions	Construction
3	Material Approval Request	Procurement	All material procured by SUBCONTRACTOR	Twenty one (21) calendar days prior to procurement of materials	Procurement of the material
4	Test Reports		All materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material

5	Product Certificate		All materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material
6	Conformity Certificate		All materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material
7	Product Data Sheets		Prefabricated Materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material
8	Samples	Construction	All materials provided by SUBCONTRACTOR	As per applicable ITP	Installation of the material
9	Conformity Certificate		All materials provided by SUBCONTRACTOR	Along with the delivery of the material	Installation of the material
10	Test Reports		All materials provided and / or Works performed by SUBCONTRACTOR	Weekly or on an as required basis as per CONTRACTOR's Quality Control Plan	Installation of the material
11	Method Statements		Bridge Superstructure Works	Twenty one (21) calendar days prior to construction of Bridge Superstructure	Commencement of Bridge Superstructure construction
12	Job Hazard Analysis		Bridge Superstructure Works	Twenty one (21) calendar days prior to construction of Bridge Superstructure	Commencement of Bridge Superstructure construction
13	Lifting Plans		All lifting operation associated with the Subcontract	Ten (10) calendar days in advance of the lifting operation	Associated lifting operation
14	As-built survey report		All Works as applicable	As per applicable ITP	Subsequent Work activity
15	Pre / Post concreting QA / QC Checklist		All concrete works	As per applicable ITP	Each concrete works activity
16	Stream Curing Report		Bridge Superstructure Works (where applicable)	After completion of curing	Subsequent Work activity
17	Daily site diaries		All Works	After the end of shift	Certificate of Final Acceptance of the Work

18	Closed Punch List Items	Handover	All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
19	Closed NCRs		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
20	Completed Checklists		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
21	Test results and reports for all SUBCONTRACTOR provided tests		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
22	Survey Reports		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
23	Final As-built drawings		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
24	Operation & Maintenance Manual		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work

Schedule 17

IMPLEMENTATION DOCUMENTS

No	Title	Type	Owner Dept	Project Number	Rev	Date on doc.
1	Injury- Illness Reporting and Recordkeeping	CP	ES&H	25939-000-HS-083-0111_00	0	2014-10-25
2	Legal and Other Requirements	CP	ES&H	25939-000-HS-083-0110_00	0	2014-11-03
3	Management Review	CP	ES&H	25939-000-HS-083-0109_00	0	2014-11-03
4	Internal Audit Environmental Management System	CP	ES&H	25939-000-HS-083-0108_00	0	2014-11-03
5	Control of Records	CP	ES&H	25939-000-HS-083-0107_00	0	2014-11-03
6	Nonconformity, Corrective Action, and Preventive Action	CP	ES&H	25939-000-HS-083-0106_00	0	2014-11-03
7	Compliance Evaluation	CP	ES&H	25939-000-HS-083-0105_00	0	2014-11-03
8	Monitoring and Measurement	CP	ES&H	25939-000-HS-083-0104_00	0	2014-11-03
9	Emergency Environmental Preparedness	CP	ES&H	25939-000-HS-083-0103_00	0	2014-11-03
10	Operational Control	CP	ES&H	25939-000-HS-083-0102_00	0	2014-11-03
11	Documentation and Control of Documents	CP	ES&H	25939-000-HS-083-0101_00	0	2014-11-03
12	Communication	CP	ES&H	25939-000-HS-083-0100_00	0	2014-11-03
13	Competence, Training and Awarness	CP	ES&H	25939-000-HS-083-0099_00	0	2014-11-03
14	Resources, Roles, Responsibility, and Authority	CP	ES&H	25939-000-HS-083-0098_00	0	2014-11-03
15	Objectives, Targets and Programs	CP	ES&H	25939-000-HS-083-0097_00	0	2014-11-03
16	Environmental Aspects	CP	ES&H	25939-000-HS-083-0096_00	0	2014-11-03
17	Environmental Policy	CP	ES&H	25939-000-HS-083-0095_00	0	2014-11-03
18	General Requirements	CP	ES&H	25939-000-HS-083-0094_00	0	2014-11-03
19	Work at High Altitudes	CP	ES&H	25939-000-HS-083-0093_00	0	2014-10-31
20	Government Agency ES&H Inspections and Investigations	CP	ES&H	25939-000-HS-083-0092_00	0	2014-10-31
21	Project Initation and Closure	CP	ES&H	25939-000-HS-083-0091_00	0	2014-10-25
22	Blasting and Explosive Ordnance Operations	CP	ES&H	25939-000-HS-083-0090_00	0	2014-07-14
23	Drug and Alcohol Abuse Testing	CP	ES&H	25939-000-HS-083-0076_00	0	2014-10-31
24	Occupational Exposure to Carcinogens, Mutagens, and Teratogens	CP	ES&H	25939-000-HS-083-0075_00	0	2014-11-03

25	Workers' Compensation	CP	ES&H	25939-000-HS-083-0074_00	0	2014-11-03
26	Automated External Defibrillator (AED) Requirements	CP	ES&H	25939-000-HS-083-0073_00	0	2014-11-03
27	Heat and Cold Stress Prevention	CP	ES&H	25939-000-HS-083-0072_00	0	2014-11-03
28	Air Surveillance Program	CP	ES&H	25939-000-HS-083-0071_00	0	2014-10-15
29	Hearing Conservation Program	CP	ES&H	25939-000-HS-083-0070_00	0	2014-11-03
30	Respiratory Protective Equipment	CP	ES&H	25939-000-HS-083-0069_00	0	2014-10-25
31	Radiation Protection Program	CP	ES&H	25939-000-HS-083-0068_00	0	2014-10-31
32	Occupational Exposure to Cadmium	CP	ES&H	25939-000-HS-083-0067_00	0	2014-10-31
33	Occupational Exposure to Lead	CP	ES&H	25939-000-HS-083-0066_00	0	2014-10-31
34	Occupational Exposure to Benzene	CP	ES&H	25939-000-HS-083-0065_00	0	2014-10-31
35	Blood Borne Pathogens	CP	ES&H	25939-000-HS-083-0064_00	0	2014-11-03
36	Occupational Health Records Maintenance System	CP	ES&H	25939-000-HS-083-0063_00	0	2014-10-31
37	Medical Emergency Evacuations	CP	ES&H	25939-000-HS-083-0062_00	0	2014-11-03
38	Occupational Health and Industrial Hygiene	CP	ES&H	25939-000-HS-083-0061_00	0	2014-11-03
39	Medical Surveillance	CP	ES&H	25939-000-HS-083-0060_00	0	2014-10-31
40	Medical Services& Medical Management	CP	ES&H	25939-000-HS-083-0059_00	0	2014-11-03
41	Winter Preparedness	CP	ES&H	25939-000-HS-083-0058_00	0	2014-07-14
42	Fatigue Management	CP	ES&H	25939-000-HS-083-0057_00	0	2014-07-10
43	Hearing Conservation Program	CP	ES&H	25939-000-HS-083-0056_00	0	2014-10-15
44	ES&H Recognition Pogram	CP	ES&H	25939-000-HS-083-0055_00	0	2014-10-15
45	ES&H Disciplinatory Process	CP	ES&H	25939-000-HS-083-0054_00	0	2014-07-14
46	Piling Operations	CP	ES&H	25939-000-HS-083-0051_00	0	2014-07-14
47	Utility Clearance	CP	ES&H	25939-000-HS-083-0050_00	0	2014-10-15
48	Work on Near Water	CP	ES&H	25939-000-HS-083-0049_00	0	2014-07-14
49	Office Facilities	CP	ES&H	25939-000-HS-083-0048_00	0	2014-07-14
50	Night Work	CP	ES&H	25939-000-HS-083-0047_00	0	2014-07-14

51	Drinking Water Ice	CP	ES&H	25939-000-HS-083-0045_00	0	2014-07-14
52	Safety Watches	CP	ES&H	25939-000-HS-083-0044_00	0	2014-07-14
53	Electrical Equipment and Assured Grounding	CP	ES&H	25939-000-HS-083-0043_00	0	2014-07-14
54	Compressed Gas Cylinders	CP	ES&H	25939-000-HS-083-0042_00	0	2014-07-14
55	Articulating Boom Platforms	CP	ES&H	25939-000-HS-083-0041_00	0	2014-07-14
56	Cranes and Lifting Operations	CP	ES&H	25939-000-HS-083-0040_00	0	2014-10-15
57	Portable Ladders Inspection & Control	CP	ES&H	25939-000-HS-083-0039_00	0	2014-07-14
58	Lockout/Tagout Procedure	CP	ES&H	25939-000-HS-083-0038_00	0	2014-07-14
59	Hazardous Work Permits	CP	ES&H	25939-000-HS-083-0037_00	0	2014-07-14
60	Suspended Personnel Platforms	CP	ES&H	25939-000-HS-083-0036_00	0	2014-07-14
61	Excavation, Trenching& Backfill	CP	ES&H	25939-000-HS-083-0035_00	0	2014-07-14
62	Confined Space Entry	CP	ES&H	25939-000-HS-083-0034_00	0	2014-07-14
63	Roofing Work	CP	ES&H	25939-000-HS-083-0033_00	0	2014-07-14
64	Floor and Wall Openings	CP	ES&H	25939-000-HS-083-0032_00	0	2014-07-14
65	Barricades and Signs	CP	ES&H	25939-000-HS-083-0031_00	0	2014-07-14
66	Scaffolding	CP	ES&H	25939-000-HS-083-0030_02	0	2015-11-04
67	Fall Protection	CP	ES&H	25939-000-HS-083-0029_00	0	2014-07-14
68	Fire Prevention and Protection	CP	ES&H	25939-000-HS-083-0028_00	0	2014-07-14
69	Temporary Labor Camps	CP	ES&H	25939-000-HS-083-0027_00	0	2014-07-14
70	Nondestructive Examination	CP	ES&H	25939-000-HS-083-0026_00	0	2014-07-14
71	Powered Industrial trucks	CP	ES&H	25939-000-HS-083-0024_00	0	2014-07-14
72	Powder Actuated Tools	CP	ES&H	25939-000-HS-083-0023_00	0	2014-07-14
73	Personal Protective Equipment	CP	ES&H	25939-000-HS-083-0022_00	0	2014-07-14
74	Emergency Preparedness	CP	ES&H	25939-000-HS-083-0021_00	0	2014-07-14
75	Hazard Communication Program	CP	ES&H	25939-000-HS-083-0020_00	0	2014-07-14
76	Housekeeping Reqirements	CP	ES&H	25939-000-HS-083-0019_00	0	2014-07-14

77	General Safe Work Practices	CP	ES&H	25939-000-HS-083-0018_00	0	2014-07-14
78	Incident Reporting& Investigation	CP	ES&H	25939-000-HS-083-0015_01	1	2015-05-18
79	Subcontractor ES&H Evaluation, Selection& Monitoring	CP	ES&H	25939-000-HS-083-0012_00	0	2014-07-10
80	ES&H Assessment	CP	ES&H	25939-000-HS-083-0011_00	0	2014-07-10
81	Predictive Metrics	CP	ES&H	25939-000-HS-083-0010_00	0	2014-07-10
82	Manual Material Handling (Back Injury Prevention Program	CP	ES&H	25939-000-HS-083-0009_00	0	2014-07-10
83	People Based Safety Process	CP	ES&H	25939-000-HS-083-0008_01	1	2014-07-10
84	Reporting and Investigating Near Miss Incidents	CP	ES&H	25939-000-HS-083-0007_00	0	2014-07-10
85	Zero Accident Team	CP	ES&H	25939-000-HS-083-0006_00	0	2014-07-10
86	Risk Assessments, Job Hazard Analysis and STARRT	CP	ES&H	25939-000-HS-083-0005_01	1	2014-11-29
87	Proejct Development and Planning Process	CP	ES&H	25939-000-HS-083-0004_00	0	2014-07-10
88	Orientation Training and Development	CP	ES&H	25939-000-HS-083-0003_00	0	2014-07-10
89	ES&H Responsibilities	CP	ES&H	25939-000-HS-083-0002_00	0	2014-07-10
90	Enviromental , Safety and Health Plan (ESH)	CP	ES&H	25939-000-HS-083-0001_00	0	2014-10-14
91	Lepence River Surveying	MS	Surveying	25939-000-SY-020-0003_00	0	2017-06-29
92	Pre- Production Survey Works	MS	Surveying	25939-000-SY-020-0002_00	0	2014-10-13
93	Slope Monitoring	MS	Surveying	25939-000-SY-020-0001_00	0	2014-10-13
94	Repair of New Jersey Barriers	MS	Building or Structural	25939-000-ST-020-0028_00	0	2017-09-16
95	Well Foundation Construction	MS	Building or Structural	25939-000-ST-020-0027_00	0	2017-08-24
96	Segregation Repair for Prestressed U Beam	MS	Building or Structural	25939-000-ST-020-0026_00	0	2017-08-03
97	Expansion Joint Installation	MS	Building or Structural	25939-000-ST-020-0025_00	0	2015-07-28
98	Deck Slab Waterproofing	MS	Building or Structural	25939-000-ST-020-0024_00	0	2015-06-25
99	Crack Repair for Concrete Structures	MS	Building or Structural	25939-000-ST-020-0023_00	0	2015-06-11
100	Precast T Beam Installation	MS	Building or Structural	25939-000-ST-020-0022_00	0	2015-04-03
101	Precast Concrete Element Production	MS	Building or Structural	25939-000-ST-020-0021_01	1	2015-07-24
102	Demolition of Pier Elevation	MS	Building or	25939-000-ST-020-	0	2017-09-04

			Structural	0020_00		
103	Pile- Cap Breaking	MS	Building or Structural	25939-000-ST-020-0019_00	0	2015-04-04
104	F/E Type Barrier Installation	MS	Building or Structural	25939-000-ST-020-0018_00	0	2015-04-04
105	Hot Weather Concreting	MS	Building or Structural	25939-000-ST-020-0017_01	1	2015-04-14
106	Bridge Pier Head protective Barrier	MS	Building or Structural	25939-000-ST-020-0012_00	0	2016-02-25
107	Cast In Situ Piles	MS	Building or Structural	25939-000-ST-020-0011_01	1	2015-03-07
108	Construction of Culverts	MS	Building or Structural	25939-000-ST-020-0010_02	2	2015-04-14
109	Cold Weather Concreting	MS	Building or Structural	25939-000-ST-020-0009_01	1	2014-12-22
110	U Beam Installation	MS	Building or Structural	25939-000-ST-020-0008_00	0	2016-02-25
111	Pier Head Construction	MS	Building or Structural	25939-000-ST-020-0007_00	0	2016-03-30
112	Concrete Repair	MS	Building or Structural	25939-000-ST-020-0006_01	1	2015-04-14
113	Pire Statement	MS	Building or Structural	25939-000-ST-020-0005_00	0	2016-02-25
114	U beam Construction	MS	Building or Structural	25939-000-ST-020-0004_00	0	2016-03-30
115	Formwork Reinforcement and Concrete	MS	Building or Structural	25939-000-ST-020-0003_02	2	2015-04-14
116	Scaffolding	MS	Building or Structural	25939-000-ST-020-0002_01	1	2015-04-14
117	Batch Plant Operation& Concrete Supply	MS	Building or Structural	25939-000-ST-020-0001_02	2	2015-04-14
118	Production of Cationic Bitumen Emulsion	MS	Quarry & Plants	25939-000-QU-020-0011_00	0	2016-10-18
119	Blasting and Drilling Management	MS	Quarry & Plants	25939-000-QU-020-0010_00	0	2014-10-10
120	Crusher Plant Instalation	MS	Quarry & Plants	25939-000-QU-020-0009_00	0	2014-10-01
121	Polymer Modified Bitumen Production for SMA	MS	Quarry & Plants	25939-000-QU-020-0008_00	0	2015-04-13
122	Mechanical Subbase and CTB Production	MS	Quarry & Plants	25939-000-QU-020-0006_00	0	2014-12-01
123	Subbase/CTB Plant Installation and Erection	MS	Quarry & Plants	25939-000-QU-020-0005_00	0	2014-12-01
124	Hot- Mix Apshalt Production	MS	Quarry & Plants	25939-000-QU-020-0004_00	0	2015-04-13
125	Apshlt Plant Commissioning	MS	Quarry & Plants	25939-000-QU-020-0003_00	0	2015-04-13
126	Asphalt Plant Installation and Erection	MS	Quarry & Plants	25939-000-QU-020-0002_00	0	2015-02-24
127	Quarry and Crusher Plant Operations	MS	Quarry & Plants	25939-000-QU-020-0001_00	0	2014-10-01
128	Pavement Resurfacing Operations	MS	Paving	25939-000-PV-020-	1	2016-11-03

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129	Subgrade Construction	MS	Paving	25939-000-PV-020-0006_00	0	2015-09-17
130	Cement Treated Base Construction	MS	Paving	25939-000-PV-020-0005_00	0	2015-03-20
131	Paving of Hot-Mix Asphalt	MS	Paving	25939-000-PV-020-0003_01	1	2016-07-14
132	Sub-base Construction	MS	Paving	25939-000-PV-020-0001_00	0	2015-03-20
133	Cable Tray Installation	MS	Finishing	25939-000-FN-020-0019_00	0	2016-02-26
134	Lighting Pole Installation	MS	Finishing	25939-000-FN-020-0018_00	0	2016-03-10
135	Lighting System Installation	MS	Finishing	25939-000-FN-020-0017_00	0	2016-02-10
136	Grounding System Installation Site Acceptance Test (SAT)	MS	Finishing	25939-000-FN-020-0016_00	0	2016-03-10
137	Proof Load Test Bonded Anchor (SAT)	MS	Finishing	25939-000-FN-020-0015_00	0	2016-03-10
138	Prefabricated Substation Installation	MS	Finishing	25939-000-FN-020-0014_00	0	2016-03-10
139	Cable Installation Site Acceptance Test (SAT)	MS	Finishing	25939-000-FN-020-0013_00	0	2016-02-26
140	Anchor Bolt Installation	MS	Finishing	25939-000-FN-020-0012_00	0	2016-02-26
141	MV Cable Termination	MS	Finishing	25939-000-FN-020-0011_00	0	2016-02-26
142	Cable Installation	MS	Finishing	25939-000-FN-020-0010_00	0	2016-02-26
143	Supply and Install Vertical Traffic Signs and Gantry at R6/R7 and M2 Connection	MS	Finishing	25939-000-FN-020-0009_00	0	2015-07-16
144	Precast Concrete Elements Production for Finishing Works	MS	Finishing	25939-000-FN-020-0008_00	0	2015-07-16
145	Anchor Bolt Installation for Lighting Pole Foundation	MS	Finishing	25939-000-FN-020-0007_00	0	2015-07-16
146	Formwork, Reinforcement and Concrete for Finishing Works	MS	Finishing	25939-000-FN-020-0006_00	0	2015-04-13
147	Road Marking with Thermoplastic Paint	MS	Finishing	25939-000-FN-020-0003_00	0	2015-07-16
148	Fence Installation	MS	Finishing	25939-000-FN-020-0002_00	0	2015-05-28
149	Guard Rail	MS	Finishing	25939-000-FN-020-0001_00	0	2015-06-30
150	Earth Retaining Walls	MS	Earthworks	25939-000-EW-020-0004_00	0	2017-04-06
151	Slope Protection Works	MS	Earthworks	25939-000-EW-020-0003_00	0	2017-03-10
152	Earthwork Operations	MS	Earthworks	25939-000-EW-020-0002_05	5	2016-09-14
153	Backfill to Structures	MS	Earthworks	25939-000-EW-020-	1	2016-06-14

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154	Auto Column Lift Operation	MS	Equipment	25939-000-EQ-020-0003_00	0	2017-03-10
155	Dismantling and Mounting the Bottom Guard of Bulldozer	MS	Equipment	25939-000-EQ-020-0002_00	0	2016-08-06
156	Gantry Crane Assembly& Dismantling	MS	Equipment	25939-000-EQ-020-0001_00	0	2015-04-15
157	Access Road Construction above National Road (M2) for Geotechnical Investigation Work	MS	Engineering	25939-000-EN-020-0011_00	0	2015-11-19
158	MS for Geotechnical Investigation Works Prishtine to Hani I Elezit Motorway Section M2- C1- C2- C3	MS	Design Works	25939-000-DS-020-0001_00	0	2014-10-24
159	Water Tightness Testing	MS	Drainage	25939-000-DR-020-0012_00	0	2016-05-17
160	Concrete Gutter Removal and Re-Construction	MS	Drainage	25939-000-DR-020-0011_00	0	2016-04-26
161	Repair of Slip-formed Drains	MS	Drainage	25939-000-DR-020-0010_00	0	2016-04-08
162	Construction of Box Culverts	MS	Drainage	25939-000-DR-020-0009_00	0	2017-03-31
163	Slip-Formed Drain Construction	MS	Drainage	25939-000-DR-020-0008_00	0	2015-11-08
164	Construction of Sedimentation Basins	MS	Drainage	25939-000-DR-020-0007_02	2	2017-03-31
165	River Regulations	MS	Drainage	25939-000-DR-020-0006_00	1	2016-03-08
166	Concrete Gutter Construction	MS	Drainage	25939-000-DR-020-0005_01	1	2016-03-08
167	Internal Drainage Operations	MS	Drainage	25939-000-DR-020-0004_03	3	2016-03-08
168	Construction of Utility Crosspipe	MS	Drainage	25939-000-DR-020-0003_01	1	2016-03-08
169	External Drainage	MS	Drainage	25939-000-DR-020-0002_01	1	2016-03-08
170	Construction of Pipe Culverts	MS	Drainage	25939-000-DR-020-0001_02	2	2017-03-31
171	Construction Sequence of Works in Fill Section	MS	Concrete Structure	25939-000-CS-020-0002_00	0	2016-10-10
172	Cut Areas Shoulder Construction Steps	MS	Concrete Structure	25939-000-CS-020-0001_00	0	2016-05-05
173	Project Execution Plan	PL	Project Management	25939-000-PM-098-0001	2	2016-01-10
174	Environmental, Safety and Health Plan (ESH)	PL	ES&H	25939-000-HS-096-0001	3	2016-02-08
175	Construction Environmental Control Plan (CECP)	PL	ES&H	25939-000-HS-096-0002	3	2016-21-03
176	Vehicle Safety Management Plan	PL	ES&H	25939-000-HS-096-0003	2	2016-14-06
177	Occupational Health Plan	PL	ES&H	25939-000-HS-096-0004	0	2014-15-10

178	Industrial Hygiene Plan	PL	ES&H	25939-000-HS-096-0005	0	2014-15-10
179	Emergency Response Plan	PL	ES&H	25939-000-HS-096-0006	4	2016-09-12
180	ES&H Training Plan	PL	ES&H	25939-000-HS-096-0008	1	2015-20-10
181	Blood Borne Pathogens	PL	ES&H	25939-000-HS-096-0009	0	2014-15-10
182	ES&H Key Performance Indicators (KPI`s)	PL	ES&H	25939-000-HS-096-0011	0	2014-14-10
183	Traffic Management Plan	PL	ES&H	25939-000-HS-096-0012	3	2016-14-06
184	Medical Services and Management Limitation of Medical Treatment by Project Medical Staff	PL	ES&H	25939-000-HS-096-0015	1	2015-28-10
185	Hand Protection Plan	PL	ES&H	25939-000-HS-096-0016	0	2016-02-06
186	Emergency Evacuation Plan	PL	Security	25939-000-SE-096-0001	4	2017-28-02
187	Security Management Plan	PL	Security	25039-000-SE-088-0001	3	2017-28-02
188	Quality Assurance Plan	PL	Quality Assurance	25939-000-QC-095-0001	5	2017-05-04
189	Quality Control Plan	PL	Quality Control	25939-000-QC-094-0001	2	2016-15-01
190	Instrument Operator Training, Testing and Certification	PP	Surveying	25939-000-SY-010-0002_00	0	2014-10-13
191	Construction Survey Operation	PP	Surveying	25939-000-SY-010-0001_00	0	2014-10-13
192	Concrete Operations	PP	Building or Structural	25939-000-ST-010-0001_01	1	2014-12-14
193	Security Management Plan	PP	Security	25939-000-SE-088-0001_03	3	2017-02-28
194	Approach to Mines, Cluster Munitions, and Unexploded Ordnances	PP	Security	25939-000-SE-010-0001_02	2	2016-08-31
195	Emergency Evacuation Plan	PP	Security	25939-000-SE-096-0001_04	4	2017-02-28
196	Transport & Logistics	PP	Subcontract Management	25939-000-SC-010-0003_00	0	2017-07-31
197	Subcontracts Administration Procedure	PP	Subcontract Management	25939-000-SC-010-0002_00	0	2014-12-08
198	Subcontracts Formation procedure	PP	Subcontract Management	25939-000-SC-010-0001_03	3	2017-08-01
199	Asphalt, CTB and Mechanical Sub-base Production	PP	Quarry & Plants	25939-000-QU-010-0002_00	0	2014-10-01
200	Construction Aggregate Production and Distribution	PP	Quarry & Plants	25939-000-QU-010-0001_01	1	2015-03-02
201	Tracking and Archiving of Inspection Checklists for Approved Works	PP	Quality Control	25939-000-QC-010-0015_00	0	2016-09-30

202	Control of Deficient Items	PP	Quality Control	25939-000-QC-010-0014_01	1	2016-01-10
203	Causal Alalysis	PP	Quality Control	25939-000-QC-010-0013_00	0	2016-02-15
204	Cost of Poor Quality	PP	Quality Control	25939-000-QC-010-0012_01	1	2016-12-17
205	Production Facility Control and Certification	PP	Quality Control	25939-000-QC-010-0011_01	1	2016-01-20
206	Quality Control of Earthworks	PP	Quality Control	25939-000-QC-010-0010_01	1	2016-01-15
207	Quality Control of Pavement	PP	Quality Control	25939-000-QC-010-0009_01	1	2016-01-15
208	Quality Management of Subcontractor	PP	Quality Control	25939-000-QC-010-0008_00	0	2014-12-12
209	Quality Audits, Preventive and Corrective actions	PP	Quality Control	25939-000-QC-010-0007_01	1	2017-01-21
210	Quality Training Plan	PP	Quality Control	25939-000-QC-010-0006_00	0	2014-09-27
211	Management Review of Quality System	PP	Quality Control	25939-000-QC-010-0005_01	1	2017-03-21
212	Quality Control Staff Training	PP	Quality Control	25939-000-QC-010-0004_02	2	2017-03-31
213	Laboratory Operations	PP	Quality Control	25939-000-QC-010-0003_01	1	2016-01-15
214	Quality Control of Concrete Works	PP	Quality Control	25939-000-QC-010-0002_01	1	2016-01-15
215	Control of Measuring & Testing Equipment	PP	Quality Control	25939-000-QC-010-0001_01	1	2016-01-15
216	Paving Operations	PP	Paving	25939-000-PV-010-0001_00	0	2015-02-27
217	Material Management	PP	Procurement	25939-000-PC-010-0002_00	0	2014-12-17
218	Procurement Material Purchasing and Purchase Order Administration	PP	Procurement	25939-000-PC-010-0001_02	2	2016-06-17
219	Risk and Opportunity Management Plan	PP	Project Management	25939-000-PM-010-0018_02	2	2016-10-15
220	Six Sigma Execution Plan	PP	Project Management	25939-000-PM-010-0017_01	1	2016-01-06
221	Truck Loading Procedure	PP	Project Management	25939-000-PM-010-0016_01	1	2015-05-18
222	Zero Rework Team	PP	Project Management	25939-000-PM-010-0015_00	0	2014-11-14
223	People Base Quality	PP	Project Management	25939-000-PM-010-0013_01	1	2016-02-29
224	Construction Project Site Setup	PP	Project Management	25939-000-PM-010-0010_00	0	2014-09-23
225	Project Quality Metrics	PP	Project Management	25939-000-PM-010-0008_00	0	2015-12-26
226	Project Approval Authorities	PP	Project Management	25939-000-PM-010-0007_00	0	2014-12-08
227	Craft Training Programme	PP	Project	25939-000-PM-010-	2	2017-04-21

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228	Lesson Learned	PP	Project Management	25939-000-PM-010-0004_00	0	2014-10-07
229	Preparation of Method Statemens	PP	Project Management	25939-000-PM-010-0003_01	1	2014-12-22
230	Preparation of Project Procedures	PP	Project Management	25939-000-PM-010-0002_00	0	2014-10-01
231	Site Access	PP	Project Management	25939-000-PM-010-0001_00	0	2014-10-17
232	Project Execution Plan	PP	Project Management	25939-000-PM-098-0001_02	2	2016-10-01
233	Public Relations Strategy	PP	Public Relations	25939-000-PR-010-0001_00	0	2014-11-24
234	Computer Acces and Security	PP	Information Technology	25939-000-IT-011-0004_01	1	2016-09-13
235	Firewalls Standards and Specifications	PP	Information Technology	25939-000-IT-011-0003_01	1	2016-09-13
236	Server Reboot Procedure	PP	Information Technology	25939-000-IT-011-0002_01	1	2016-09-13
237	Project IT Plan	PP	Information Technology	25939-000-IT-010-0001_02	2	2016-09-13
238	Fatigue Management	PP	Security, Health & Safety, Environment	25939-000-HS-010-0002_01	1	2015-10-23
239	Induction for Non-Manuals Employees	PP	Human Resources	25939-000-HR-010-0008_00	0	2014-12-01
240	Manpower and Work Planning for Weekends	PP	Human Resources	25939-000-HR-010-0007_00	0	2014-10-17
241	Terminations	PP	Human Resources	25939-000-HR-010-0006_00	0	2014-10-17
242	Staff Dicipline	PP	Human Resources	25939-000-HR-010-0005_00	0	2014-10-17
243	Salary and Bonus Planning	PP	Human Resources	25939-000-HR-010-0004_00	0	2014-10-17
244	Performance Evaluations	PP	Human Resources	25939-000-HR-010-0003_00	0	2014-10-17
245	Time Keeping & Payroll System	PP	Human Resources	25939-000-HR-010-0002_00	0	2014-10-17
246	HR General Procedure	PP	Human Resources	25939-000-HR-010-0001_01	1	2017-02-01
247	Finishing Works	PP	Finishing	25939-000-FN-010-0001_00	0	2015-04-17
248	ASSET DISPOSALS	PP	Finance & Accounting	25939-000-FA-010-0008_00	0	2017-02-02
249	Financial Reporting	PP	Finance & Accounting	25939-000-FA-010-0006_00	0	2014-12-15
250	Fixed Asset Management	PP	Finance & Accounting	25939-000-FA-010-0005_00	0	2014-10-24
251	Insurance - Incident Reporting	PP	Finance & Accounting	25939-000-FA-010-0004_00	0	2014-12-15
252	Petty Cash Management	PP	Finance & Accounting	25939-000-FA-010-0003_00	0	2014-12-15

253	Employee Expense Accounts And Advances	PP	Finance & Accounting	25939-000-FA-010-0002_00	0	2014-12-15
254	Accounts Payable	PP	Finance & Accounting	25939-000-FA-010-0001_01	1	2017-02-01
255	Earthwork Operations - Excavation, Backfill and Trenching	PP	Earthworks	25939-000-EW-010-0002_01	1	2014-12-01
256	Approach to Mines, Cluster Munitions, and Unexploaded Ordnances	PP	Earthworks	25939-000-EW-010-0001_01	1	2015-05-15
257	Driver Testing Procedure	PP	Equipment	25939-000-EQ-010-0013_00	0	2014-12-09
258	Personnel Transportation& Vehicle Control	PP	Equipment	25939-000-EQ-010-0011_00	0	2014-10-12
259	Equipment Inspcetion on the Project	PP	Equipment	25939-000-EQ-010-0010_00	0	2014-10-13
260	Construction Rigging Work Operation	PP	Equipment	25939-000-EQ-010-0009_02	2	2016-05-30
261	Cranes Use & Operation	PP	Equipment	25939-000-EQ-010-0008_00	0	2014-11-07
262	Competent Person Rigger Qualification	PP	Equipment	25939-000-EQ-010-0007_01	1	2015-04-06
263	Crane Operator Qualification	PP	Equipment	25939-000-EQ-010-0006_00	0	2014-11-14
264	Fuel Supply Procedure	PP	Equipment	25939-000-EQ-010-0005_00	0	2014-10-16
265	Equipment Cost Procedure	PP	Equipment	25939-000-EQ-010-0004_00	0	2014-10-12
266	Repair Procedure	PP	Equipment	25939-000-EQ-010-0003_01	1	2016-05-26
267	Preventive Maintenance Procedure	PP	Equipment	25939-000-EQ-010-0002_01	1	2016-08-10
268	Spare Parts	PP	Equipment	25939-000-EQ-010-0001_00	0	2014-10-16
269	Project Engineering Procedures Manual	PP	Engineering	25939-000-EN-010-0009_00	0	2015-03-12
270	As Built Records	PP	Engineering	25939-000-EN-010-0008_00	0	2014-09-30
271	Control of Punch List Itmes	PP	Engineering	25939-000-EN-010-0007_00	0	2014-09-30
272	Utility Relocation	PP	Engineering	25939-000-EN-010-0006_00	0	2014-10-10
273	Quantity Reporting	PP	Engineering	25939-000-EN-010-0005_00	0	2014-09-29
274	Construction Waste Areas	PP	Engineering	25939-000-EN-010-0004_03	3	2016-12-13
275	Field Design Change Management	PP	Engineering	25939-000-EN-010-0002_01	1	2015-01-24
276	Traffic Management Plan and Organization	PP	Engineering	25939-000-EN-010-0003_04	4	2016-12-28
277	Daily Site Diary	PP	Engineering	25939-000-EN-010-0001_00	0	2014-10-06
278	Design Change Management	PP	Design Works	25939-000-DS-010-	3	2017-04-04

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279	Constructability Reviews	PP	Design Works	25939-000-DS-010-0002_01	1	2015-08-14
280	Design Management and Approval	PP	Design Works	25939-000-DS-010-0001_03	3	2017-04-04
281	Document Management and Control System	PP	Documents Management	25939-000-DC-010-0004_01	0	2015-08-21
282	Records Retention Plan	PP	Documents Management	25939-000-DC-010-0003_02	2	2016-06-01
283	Completion and Record Turnover	PP	Documents Management	25939-000-DC-010-0002_00	0	2016-04-19
284	Document Numbering Procedure	PP	Documents Management	25939-000-DC-010-0001_02	2	2016-10-21
285	Stakeholder Engagement	PP	Sustainability & Community Relations	25939-000-CR-010-0006_00	0	2014-10-17
286	Strategic Community Investments	PP	Sustainability & Community Relations	25939-000-CR-010-0005_00	0	2014-10-17
287	Permiting	PP	Sustainability & Community Relations	25939-000-CR-010-0003_00	0	2014-10-17
288	Work Stop	PP	Sustainability & Community Relations	25939-000-CR-010-0002_00	0	2014-10-17
289	Sustainability Community Relations Plan	PP	Sustainability & Community Relations	25939-000-CR-010-0001_01	1	2014-12-01
290	Litigation Management	PP	Contracts Management	25939-000-CM-010-0009_00	0	2017-05-31
291	Prime Contract Management, Prime Contract Closeout	PP	Contracts Management	25939-000-CM-010-0008_00	0	2015-03-19
292	Action, Notice, Liability Containment Plan, Flowdown Matrix	PP	Contracts Management	25939-000-CM-010-0007_00	0	2014-09-20
293	Communication Procedure	PP	Contracts Management	25939-000-CM-010-0006_03	3	2017-03-14
294	Claims/ Disputes Resolution	PP	Contracts Management	25939-000-CM-010-0005_02	2	2017-03-14
295	Variations	PP	Contracts Management	25939-000-CM-010-0004_02	2	2017-03-14
296	Pending Items	PP	Contracts Management	25939-000-CM-010-0003_01	1	2015-04-17
297	Prime Contract Management Responsibilities	PP	Contracts Management	25939-000-CM-010-0002_03	3	2017-03-14
298	Prime Contract Management	PP	Contracts Management	25939-000-CM-010-0001_01	1	2017-03-14
299	Trend Program	PP	Cost Control Management	25939-000-CC-010-0012_00	0	2014-12-08
300	Cost Tracking Report	PP	Cost Control Management	25939-000-CC-010-0011_00	0	2014-10-17

301	Strategic Gap Analysis	PP	Cost Control Management	25939-000-CC-010-0010_01	1	2014-10-06
302	Project Planning and Scheduling	PP	Cost Control Management	25939-000-CC-010-0008_02	2	2016-05-28
303	Project Cost Control System	PP	Cost Control Management	25939-000-CC-010-0007_00	0	2014-10-14
304	Project Forecasts	PP	Cost Control Management	25939-000-CC-010-0006_00	0	2014-10-17
305	Project Code of Accounts	PP	Cost Control Management	25939-000-CC-010-0004_00	0	2014-10-17
306	Project Controls Excution Plan	PP	Cost Control Management	25939-000-CC-010-0001_01	1	2015-04-20
307	Water Treatment Facility Procedure	PP	Camp Management	25939-000-CA-010-0003_01	1	2015-06-23
308	Camp Operations Procedure	PP	Camp Management	25939-000-CA-010-0002_02	2	2016-05-06
309	Accomodation Camp Rules	PP	Camp Management	25939-000-CA-010-0001_01	1	2016-05-03
310	Project Backcharges	PP	Business Management	25939-000-BM-010-0002_01	1	2017-07-13
311	In-situ CBR Test	WI	Quality Control	25939-000-QC-011-0023_00	0	2014-10-16
312	Material Approval and Checking of Delivered Materials	WI	Quality Control	25939-000-QC-011-0022_01	1	2017-02-16
313	Deflection Test of Telecommunication Ducts	WI	Quality Control	25939-000-QC-011-0021_00	0	2014-10-16
314	Wearing Course Operations on Gutter Edges	WI	Quality Control	25939-000-QC-011-0020_00	0	2015-04-02
315	Geotextile Application	WI	Quality Control	25939-000-QC-011-0019_00	0	2014-10-16
316	Control of Aggregate Production	WI	Quality Control	25939-000-QC-011-0016_00	0	2014-10-18
317	California Bearing Ratio (CBR)	WI	Quality Control	25939-000-QC-011-0015_00	0	2014-10-18
318	Pile Integrity Test	WI	Quality Control	25939-000-QC-011-0014_00	0	2015-04-02
319	Rock- Bolt & Anchor-Bolt Testing	WI	Quality Control	25939-000-QC-011-0013_00	0	2015-04-02
320	Sand Cone Test	WI	Quality Control	25939-000-QC-011-0012_00	0	2014-10-18
321	Plate Load Bearing Test	WI	Quality Control	25939-000-QC-011-0011_00	0	2014-10-07
322	Concrete Batch Plant Operations	WI	Quality Control	25939-000-QC-011-0018_00	0	2014-10-18
323	Laboratory Testing - Proctor Compaction	WI	Quality Control	25939-000-QC-011-0010_00	0	2015-04-02
324	Laboratory Testing - Moisture Content	WI	Quality Control	25939-000-QC-011-0009_00	0	2015-04-02
325	Laboratory Testing - Particle Size Distribution	WI	Quality Control	25939-000-QC-011-0008_00	0	2015-04-02
326	Laboratory Testing - Determination of Liquid Limit and	WI	Quality Control	25939-000-QC-011-0007_00	0	2014-09-24

	Plastic Limit					
327	Quality Control of Bituminous Mixtures	WI	Quality Control	25939-000-QC-011-0006_00	0	2015-04-02
328	Quality Control of Hydraulic Bound Mixtures	WI	Quality Control	25939-000-QC-011-0005_00	0	2015-04-02
329	Quality Control of Unbound Mixtures	WI	Quality Control	25939-000-QC-011-0004_00	0	2015-04-02
330	Determination of Concrete Unit Weight	WI	Quality Control	25939-000-QC-011-0003_00	0	2014-09-24
331	Air Content - Pressure Method	WI	Quality Control	25939-000-QC-011-0002_00	0	2014-10-16
332	Slump Test	WI	Quality Control	25939-000-QC-011-0001_00	0	2014-09-24
333	Dealing with Mobile Phone	WI	Information Technology	25939-000-IT-011-0008_00	0	2014-10-15
334	Disaster Recovery Plan	WI	Information Technology	25939-000-IT-011-0007_00	0	2014-10-15
335	Software Licensing and Installing	WI	Information Technology	25939-000-IT-011-0006_01	1	2015-07-01
336	Local Active Directory File	WI	Information Technology	25939-000-IT-011-0005_00	0	2014-09-16
337	Computer Access and Security	WI	Information Technology	25939-000-IT-011-0004_00	0	2014-10-15
338	Firewalls Standartds and Specifications	WI	Information Technology	25939-000-IT-011-0003_00	0	2014-10-15
339	Server Reboot Procedure	WI	Information Technology	25939-000-IT-011-0002_00	0	2014-09-15
340	Launching Girder Lifting Plan	WI	Equipment	25939-000-EQ-011-0004_00	0	2017-07-10
341	Launching Girder Inspection Load Test	WI	Equipment	25939-000-EQ-011-0003_00	0	2017-07-10
342	Mobile or Movable Jack and Associated Lifting Equipment Control and Usage	WI	Equipment	25939-000-EQ-011-0002_00	0	2017-03-09
343	Crane Load Test	WI	Equipment	25939-000-EQ-011-0001_01	1	2017-03-09
344	Community Request Action	WI	Sustainability & Community Relations	25939-000-CR-011-0002_00	0	2016-12-16
345	Lease Agreement Commitment Authorities	WI	Sustainability & Community Relations	25939-000-CR-011-0001_00	0	2016-12-01
346	HILL Incoming Correspondence Resolution	WI	Contracts Management	25939-000-CM-011-0001_01	1	2017-03-15

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

PROCURE AND CONSTRUCT (PC) SUBCONTRACT FOR BRIDGES B402 and B405

EXHIBIT "E"

TECHNICAL SPECIFICATIONS AND DRAWINGS

For Order of Preference there is no distinction between specifications, technical documents and drawings listed in this Exhibit "E." When these documents come in conflict customary rules of precedence under the Applicable Laws shall apply.

1.0 TECHNICAL SPECIFICATIONS

The following specifications and technical documents form a part of the Subcontract:

General Technical Requirements (GTR) for Croatian Motorways, Volumes (0-6) – 2001 EN Eurocode Standards EN1990- EN1999 EN Standards referring to execution of special works (if applicable).

2.0 DRAWINGS

The following drawings form a part of the Subcontract:

No	Drawing No.	Title
1	TP-C3-A-0010-0903-XE	Alignment Layout (km 305+300- km 401+000)
2	TP-C3-A-0010-0904-XE	Alignment Layout (km 401+000- km 403+900)
3	TP-C3-A-0010-0905-XE	Alignment Layout (km 403+900- km 312+000)
4	TP-C3-A-0020-1009-XE	Alignment Longitudinal Profile (km 400+200- km 401+200)
5	TP-C3-A-0020-1010-XE	Alignment Longitudinal Profile (km 401+200- km 402+200)
6	TP-C3-A-0020-1011-XE	Alignment Longitudinal Profile (km 402+200- km 403+200)
7	TP-C3-A-0020-1012-XE	Alignment Longitudinal Profile (km 403+200- km 404+200)
8	TP-C3-F-B402-1201-YF	Bridge typical layout
9	TP-C3-F-B402-1402-YF	Bridge typical longitudinal section
10	TP-C3-F-B402-1601-YF	Bridge typical cross-section
11	TP-C3-F-B402-2001-YF	Bridge typical pier at bearing connections
12	TP-C3-F-B402-2003-YF	Bridge typical pier at fix connections
13	TP-C3-F-B402-2008-YB	Bridge typical pier at expansion joint location

And any additional design drawings and data (dwg, xml) for alignment design; any system details and layouts on bridge alignment interfaces will be provided upon subcontracts request.

Subcontract Amendment

CONTRACTOR: Bechtel Enka General Partnership (BEGP)
OWNER: Ministry of Infrastructure / Kosovo
JOB NO: 25939

CONSULTANT:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo	**DOCUMENT NO:**	25939-ST1-SA-SOSC-00040-A1
ADDRESS:	Kalabria, Blloku C1, oB.2 Nr. 23 Pristina Kosovo	**EFFECTIVE DATE:**	18 October 2017
CONTACT:	Antonio Tomic	**SUBCONTRACT NO:**	25939-ST1-SA-SOSC-00040
EMAIL:	atomic@sumaplatform.com	**AMENDMENT NO:**	1
PHONE:	+385 91 432 1701	**COMMODITY CODE:**	SOSC

DECRIPTION OF AMENDMENT – This Subcontract Amendment No. 1 modifies the subject Subcontract as follows:

1) The title of the Subcontract is revised from "ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B063" to "ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B403"

2) Subcontract Documents are revised as follows;
   a. Form of Agreement is replaced with Form of Agreement_Rev.01
   b. Exhibit "A" – General Conditions is replaced with Exhibit "A" General Conditions_Rev.01
   c. Exhibit "B" – Special Conditions is replaced with Exhibit "B" Special Conditions_Rev.01
   d. Exhibit "C" – Quantities, Pricing and Data is replaced with Exhibit "C" Quantities, Pricing and Data_Rev.01
   e. Exhibit "D" – Scope of Work is replaced with Exhibit "D" Scope of Work_Rev.01
   f. Exhibit "E" – Technical Specifications and Drawings is replaced with Exhibit "E" Technical Specifications and Drawings _Rev.01

3) In addition to the advance payment in the amount of EUR 500,000 paid to the SUBCONTRACTOR in accordance with Article 3.0 of Exhibit "C" of the Subcontract, CONTRACTOR has already paid SUBCONTRACTOR an additional advance payment of EUR 150,000. Independent from the deductions of EUR 500,000 advance payment, this additional advance payment shall be deducted from SUBCONTRACTOR's following two (2) Interim Payment Certificates at parts to be decided by CONTRACTOR. SUBCONTRACTOR is not required to provide an advance payment bond for this additional advance payment amount. For the avoidance if doubt, the deductions of the EUR 500,000 advance payment shall be carried out per Article 3.0 of Exhibit "C" Quantities, Pricing and Data_Rev.01 and shall not be affected by the deductions of the additional advance payment.

4) Notwithstanding anything to the contrary in Subcontract Documents, within thirty (30) days following the Effective Date of the Subcontract Amendment No. 1, SUBCONTRACTOR shall revise and resubmit the Plans and Commercial Submittals, tabulated under Article 5.0 of Exhibit "B" Special Conditions_Rev.01, that have already been submitted, and submit those that have not been submitted, in accordance with the Subcontract revised through this Amendment.

Original Contract Value:	7,748,761.00	Euro
Value of Previous Amendments:	0.00	Euro
Value of this Amendment:	(2,737,361.87)	Euro
Total Contract Value (without VAT):	5,011,399.13	Euro

The price adjustment and time extension (if any) granted under this Subcontract Amendment constitute payment in full for the work covered by this Subcontract Amendment, including without limitation, all direct costs; indirect costs; overhead costs; general and administrative expenses; profit; all claims and disputes as of the Effective Date of this Amendment; and all effects (direct, indirect, and consequential, including impacts and "ripple effects") of the work covered by this Subcontract Amendment on all subcontract work, whether or not changed by this Subcontract Amendment. The completion date, subcontract price and all other terms, covenants and conditions of the above-referenced subcontract, except as duly modified by this and previous Amendments and Subcontract Amendments, if any, remain in full force and effect.

CONTRACTOR:	Bechtel Enka General Partnership (BEGP)	CONSULTANT:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo
Authorized Signature:		Authorized Signature:	
Name:	Riyadh Alkhazraji	Name:	ANTONIO TOMIC
Title:	Project Manager	Title:	
Authorized Signature:			
Name:	Ibrahim Karaagac		
Title:	Deputy Project Manager		

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SUMA
ENGINEERING PLATFORM
BRANCH IN KOSOVO

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B403

FORM OF AGREEMENT

Subcontractor:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo	Subcontract No.:	25939-ST1-SA-SOSC-00040
Address:	Kalabria, Blloku C1, oB.2 Nr. 23 Pristina Kosovo	Work Location:	Route 6 Project
Contact:	Antonio Tomic	Issuing Office:	BEGP Ferizaj Office
Telephone:	+386 49 932 245		

WHEREAS:

(A): The Ministry of Infrastructure on behalf of the Government of The Republic of Kosovo (the "EMPLOYER") and the joint venture between Bechtel International, Inc. and Enka Insaat vet Sanayi A.S., also referred to as Bechtel Enka General Partnership (BEGP) or the "CONTRACTOR" have entered into a contract for the design and construction of Route 6 Prishtine – Hani i Elezit Motorway Project (the "Prime Contract")

(B) SUBCONTRACTOR is the local entity in Kosovo of its parent company Suma Engineering Platform d. o. o. za usluge located in Pokornoga 9 10.000 Zagreb, Croatia (OIB: 73369220751)

(C) CONTRACTOR is desirous of engaging above-named SUBCONTRACTOR to perform the Work specified below and the SUBCONTRACTOR is desirous of performing these Services as a subcontractor to CONTRACTOR

NOW THEREFORE it is hereby agreed as follows:

This Subcontract is effective as of the 22nd day of December, 2016 ("the Effective Date"), between the joint venture between Bechtel International, Inc. and Enka Insaat vet Sanayi A.S. (collectively, the "CONTRACTOR") and the above named SUBCONTRACTOR (collectively, the "Parties" and each individually, a "Party"), who hereby agrees that all Work specified below, which is a portion of the goods and services to be provided by CONTRACTOR for the EMPLOYER, shall be performed by SUBCONTRACTOR understanding that CONTRACTOR is committed to safety, health and protection of the environment as core values reflected in all aspects of its operations. SUBCONTRACTOR shall perform all activities in accordance with these principles and all the provisions of this Subcontract, consisting of the following Subcontract Documents and associated appendices and schedules contained within:

Subcontract Form of Agreement
Exhibit "A" - General Conditions
Exhibit "B" - Special Conditions
Exhibit "C" - Quantities, Pricing and Data
Exhibit "D" - Scope of Services and Technical Specifications
Exhibit "E" – Drawings

1. WORK TO BE PERFORMED: SUBCONTRACTOR shall perform all Work set out in the Exhibit "D" – Scope of Work such that the Work and the Project are Fit for Purpose, including without limitation furnishing all plant; labor; materials; tools; supplies; equipment; transportation; supervision; technical, professional, administrative and other services; supervision of all personnel; and performing all operations necessary and required to satisfactorily:

Design, and Construction of the Bridge No. B403 located in the Section C3 of the Route 6 Prishtine – Hani i Elezit Motorway Project

The Work shall include any other things of a permanent or temporary nature reasonably associated with the Work, whether the need for their provision is explicitly stated in the Subcontract or can be reasonably deduced therefrom; and shall further include all necessary supervision during and after execution of the Work, and to the extent CONTRACTOR deems necessary for the sound and accurate fulfillment of SUBCONTRACTOR's contractual commitments.

The Work is a portion of the services to be provided by CONTRACTOR to EMPLOYER at or near the Jobsite in the Republic of Kosovo. Notwithstanding anything to the contrary in this Subcontract, SUBCONTRACTOR acknowledges that any breach of this Subcontract may result in the CONTRACTOR being in breach of the Prime Contract and may, without limitation, lead to the termination of the Prime Contract for default, and/or a claim for damages for breach. Accordingly, SUBCONTRACTOR agrees that the costs, losses, expenses, and liabilities of CONTRACTOR arising in relation to such a breach are an appropriate component of CONTRACTOR's damages in any claim against SUBCONTRACTOR for breach of this Subcontract.

2. SCHEDULE: The Work shall be performed in accordance with the dates set forth in the Exhibit "B" – Special Conditions clause titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK"

3. COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of the Work and fulfillment of any other obligations under this Subcontract, CONTRACTOR shall pay to SUBCONTRACTOR compensation in accordance with the prices set forth in the Exhibit "C" - Quantities, Pricing and Data and payment provisions of this Subcontract.

4. This Subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings, agreements and understandings, whether written or oral, relating to the subject matter thereof. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

Bechtel Enka General Partnership (CONTRACTOR)		**Suma Engineering Platform d. o. o. za Uslauge – Branch in Kosovo (SUBCONTRACTOR)**	
Authorized Signature:		Authorized Signature:	
Print Name:	Riyadh Alkhezraji	Print Name:	Antonio Tomic
Print Title:	Project Manager	Print Title:	

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ENGINEERING PLATFORM
BRANCH IN KOSOVO

Bechtel Enka General Partnership (CONTRACTOR)		**Suma Engineering Platform d. o. o. za Usluge (SUBCONTRACTOR'S Parent Company)**	
Authorized Signature:		Authorized Signature:	
Print Name:	Ibrahim Karaagac	Print Name:	Antonio Tomic
Print Title:	Deputy Project Manager	Print Title:	

SUMA
ENGINEERING PLATFORM
d.o.o ZAGREB

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B403

EXHIBIT "A" - GENERAL CONDITIONS

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GC-1 INDEPENDENT CONTRACTOR

1.1 SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this Subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of CONTRACTOR or EMPLOYER in performing this Subcontract, maintaining complete control over its employees and all of its associates, suppliers and subcontractors of any tier. SUBCONTRACTOR shall perform the Work using generally accepted professional design and engineering practices and perform all design, engineering, construction and related services in accordance with its own methods subject to compliance with the Subcontract.

1.2 SUBCONTRACTOR has represented to CONTRACTOR that it is competent, knowledgeable and has the technical expertise and experience to perform the Work in accordance with this Subcontract. SUBCONTRACTOR has also represented to CONTRACTOR that it is able to perform the Work with the highest regard to the safety of all persons and the property of third parties. SUBCONTRACTOR acknowledges that in entering into this Subcontract, CONTRACTOR relies on these representations.

GC-2 AUTHORIZED REPRESENTATIVES AND NOTICES

2.1 Immediately following the award of this Subcontract, SUBCONTRACTOR shall designate in writing an authorized representative acceptable to CONTRACTOR to represent and act for SUBCONTRACTOR and shall specify any and all limitations of such representative's authority. Such representative shall be present or be represented at the Jobsite at all times when the Work is in progress and shall be empowered to receive communications in accordance with this Subcontract on behalf of SUBCONTRACTOR. SUBCONTRACTOR's representative shall be able to speak fluently in English. SUBCONTRACTOR shall also employ, at the Jobsite at all times a supervisory individual able to speak fluently in English.

2.2. During periods when the Work is suspended, arrangements shall be made for an authorized representative acceptable to CONTRACTOR to be nominated for any emergency work that may be required. All communications given to the authorized representative by CONTRACTOR in accordance with this Subcontract shall be binding upon SUBCONTRACTOR. CONTRACTOR shall designate in writing one or more representatives to represent and act for CONTRACTOR and to receive communications from SUBCONTRACTOR. If SUBCONTRACTOR is a joint association of two or more members, such parties shall designate one authorized representative to act for them and to bind the joint association and each of its members.

2.3 Any notices required under this Subcontract shall be in writing, and effective upon receipt by the authorized representative of the receiving party and shall be delivered either personally, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address of that party as shown on the face of the Subcontract Form of Agreement or at such facsimile number or address as may have been directed by written notice.

2.4 SUBCONTRACTOR shall take instructions, directions or any other communications under this Subcontract only from CONTRACTOR's authorized representative. SUBCONTRACTOR shall not act upon any instruction, direction or communication of any kind whatsoever by, from or on behalf of EMPLOYER or Employer's Representative unless and until such instruction, direction or communication has been notified and confirmed as an instruction, direction or communication by CONTRACTOR to SUBCONTRACTOR. If SUBCONTRACTOR receives any direct instruction or communication of any kind whatsoever from EMPLOYER or Employer's Representative, it shall forthwith inform CONTRACTOR and shall supply CONTRACTOR with a copy of any such direct instruction, direction or communication, if given in writing

2.5 SUBCONTRACTOR and CONTRACTOR may each change its authorized representative(s) and contact information at any time upon prior written notice to the other party.

GC-3 SUBCONTRACT IMPLEMENTATION AND INTERPRETATION

3.1 Titles and headings are for convenience of reference only. They shall not be taken into consideration in interpreting this Subcontract.

3.2 SUBCONTRACTOR shall follow, comply with and utilize Project "Implementation Documents", copies of which are provided to or made available to SUBCONTRACTOR such as, but not limited to, Project procedures, plans, regulations, rules, report formats and forms established to implement the requirements of and transmit information required under this Subcontract, and any revisions thereto. Implementation Documents are not intended to nor shall supersede the requirements of the Subcontract Documents. Project Implementation Documents shall include without limitation all items listed in Exhibit "D" Schedule 17 and any revisions thereto.

3.3 SUBCONTRACTOR shall immediately submit to CONTRACTOR in writing for resolution:

(1) All questions concerning interpretation or clarification of the Subcontract Documents, Implementation Documents or applicable standards and codes,

(2) Conflicts or discrepancies discovered by SUBCONTRACTOR between or within the Subcontract Documents and Implementation Documents and any applicable standards, codes, laws or regulations, and

(3) Errors, inconsistencies or omissions discovered by SUBCONTRACTOR in (i) the Subcontract Documents, (ii) any CONTRACTOR-provided plans, drawings or specifications, and (iii) any CONTRATOR provided reports and recommendations relating to Jobsite soil tests.

3.4 Subject to the provisions of the General Condition titled "CHANGES", all determinations, instructions, and clarifications of CONTRACTOR shall be final and conclusive unless determined to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of CONTRACTOR. SUBCONTRACTOR shall be liable for any costs and expenses arising from its failure to comply with its obligations in this clause or furnishing any equipment or material or performing any work containing the conflict, discrepancy, error or omission prior to or inconsistent with CONTRACTOR'S written determination, instruction or clarification.

GC-4 ORDER OF PRECEDENCE

4.1 All Subcontract Documents and subsequently issued Change Notices, Change Orders and Amendments are essential parts of this Subcontract. In resolving conflicts or discrepancies between any of the Subcontract Documents the following order of precedence shall be used:

(1) Subcontract Form of Agreement
(2) Exhibit "C" - Quantities, Pricing and Data
(3) Exhibit "B" - Special Conditions
(4) Exhibit "A" - General Conditions
(5) Exhibit "D" - Scope of Work
(6) Exhibit "E" – Drawings and Technical Specifications

4.2 SUBCONTRACTOR shall have no entitlement to claim additional compensation or an extension of time arising out of a conflict, discrepancy or error in or between the Subcontract Documents to the extent that such conflict, discrepancy or error is resolved according to the order of precedence stated in this GC-4.

4.3 If CONTRACTOR directs that such conflict, discrepancy or error be resolved other than in accordance with the order of precedence stated in this GC-4, the direction shall be treated as

a Change Notice and the provisions of the General Condition titled "CHANGES" shall apply.

GC-5 STANDARDS AND CODES

5.1 Wherever references are made in this Subcontract to standards or codes in accordance with which the Work under this Subcontract is to be performed, the edition or revision of the standards or codes current on the effective date of this Subcontract shall apply unless otherwise expressly stated. In the event of changes to any referenced standards and codes during performance of the Work, SUBCONTRACTOR shall provide CONTRACTOR written notice immediately upon SUBCONTRACTOR'S knowledge of the change. In case of conflict between any referenced standards and codes and any Subcontract Documents, the General Condition titled "SUBCONTRACT IMPLEMENTATION AND INTERPRETATION" shall apply.

5.2 SUBCONTRACTOR shall, in preparation of its detail design, select the more stringent of applicable local, national and international standards or codes of practice, when not otherwise specified in the Subcontract Documents or writing by CONTRACTOR.

GC-6 LAWS AND REGULATIONS

6.1 SUBCONTRACTOR represents that it is familiar with, shall be subject to, and shall comply with all Applicable Laws. SUBCONTRACTOR shall obtain from its Sub-tiers the same representation in its lower-tier subcontracts and purchase orders. SUBCONTRACTOR shall pay any penalties, fines or assessments levied by any competent authority resulting from any breach of this clause by SUBCONTRACTOR or any of its Sub-tiers, and shall indemnify, defend and hold harmless the Indemnified Parties from and against any Liabilities resulting from such a breach.

6.2 All Applicable Laws shall apply to SUBCONTRACTOR and its employees and representatives. These shall include the orders of governmental authorities including without limitation all laws of Republic of Kosovo relating to registration to do business, to the formation of business entities under the laws of Republic of Kosovo, to the payment of taxes and to the payment of penalties, assessments, levies or other punitive charges caused by SUBCONTRACTOR's negligence, delinquency, or violation of the laws of Republic of Kosovo, and to the obtaining of permits and licenses; giving due regard to all business practices and local customs prevailing in Republic of Kosovo generally and at the site of any work under this Subcontract in particular.

6.3 If SUBCONTRACTOR discovers any discrepancy or inconsistency between this Subcontract and any Applicable Laws, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing.

6.4 If during the term of this Subcontract there are changed or new Applicable Laws (but excluding changes to tax laws where such taxes are based upon SUBCONTRACTOR's inventory, income, profits/losses or cost of finance) not known or foreseeable at the time of signing this Subcontract which become effective and which affect the cost or time of performance of this Subcontract, SUBCONTRACTOR shall immediately notify CONTRACTOR and submit detailed documentation of such effect in terms of both time and cost of performing the Subcontract. If the Work is affected by such changes and CONTRACTOR concurs with their effect, an equitable adjustment will be made pursuant to the General Condition titled "CHANGES".

GC-7 PERMITS AND TAXES

7.1 Except as otherwise specified, SUBCONTRACTOR shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections, other than inspections performed by CONTRACTOR or EMPLOYER, and shall furnish any documentation, bonds, security or deposits required to permit performance of the Work. Upon request by SUBCONTRACTOR, CONTRACTOR may, at its sole discretion, assist SUBCONTRACTOR with obtaining such permits, licenses, certifications and other applicable governing authority requirements and inspections.

7.2 In the event that permits are required for the Work which can by Applicable Laws be obtained only in the name of CONTRACTOR or EMPLOYER, SUBCONTRACTOR shall identify such permits in writing to CONTRACTOR, support CONTRACTOR in the preparation and submission of applications, prepare any necessary documentation, and perform any necessary coordination to facilitate obtaining such permits in a timely manner. SUBCONTRACTOR shall be deemed to have been aware of the necessary permits and the necessary periods for their preparation, application and granting and shall not be entitled to additional compensation or an extension of time in connection with such permits.

7.3 SUBCONTRACTOR certifies that it and all associates and Sub-tier(s) are licensed, certified and registered to perform the professional and technical services required to complete the Work under this Subcontract. Such licenses, certifications and registrations shall be maintained throughout the performance of this Subcontract and failure to do so may be cause for default termination.

7.4 SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the Work under this Subcontract and shall make any and all payroll deductions and withholdings required by Applicable Laws. SUBCONTRACTOR shall defend, indemnify and hold harmless the Indemnified Parties from and against any Liabilities related to any and all such taxes, levies, duties, assessments, deductions and withholdings.

7.5 SUBCONTRACTOR shall, with the approval of CONTRACTOR, apply for and obtain for the benefit of the Project any available exemption or exclusion of applicable taxes, levies, duties or assessments of any nature.

7.6 CONTRACTOR will provide to SUBCONTRACTOR the permits listed in Exhibit "B" SC-6 titled "CONTRACTOR-FURNISHED PERMITS".

GC-8 LABOR, PERSONNEL AND WORK RULES

8.1 Design Activities

(1) SUBCONTRACTOR shall submit resumes for each individual setting forth educational and professional qualifications, experience, tasks to be performed, position, and compensation. SUBCONTRACTOR shall verify all academic degrees and professional credentials and certifies the accuracy of any SUBCONTRACTOR submitted qualifications.

(2) CONTRACTOR shall review and approve or reject assignments for cause within ten (10) calendar days. Approval of assignments shall not relieve SUBCONTRACTOR of the full responsibilities of SUBCONTRACTOR and shall create no direct relationship between the individual and CONTRACTOR or EMPLOYER.

(3) SUBCONTRACTOR shall assign only competent and qualified personnel and shall at all times be solely responsible for their work quality. CONTRACTOR may request the removal of individual employees for cause at any time and SUBCONTRACTOR agrees to comply and to promptly provide acceptable replacement personnel.

8.2 Procurement and Construction Activities

(1) SUBCONTRACTOR shall use only competent and skilled personnel to perform the Work. SUBCONTRACTOR shall remove from the Work any person determined to be unfit, unqualified or to be acting in violation of any obligation of SUBCONTRACTOR under this Subcontract. In addition, CONTRACTOR may, at its sole discretion, deny access to the Jobsite to any person.

In the event a person is removed from the Work or excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work. All actions by SUBCONTRACTOR

regarding removal and replacement of personnel shall be at SUBCONTRACTOR'S sole expense.

SUBCONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by CONTRACTOR and EMPLOYER.

(2) SUBCONTRACTOR shall ensure that, before commencing work on any equipment, all training required by manufacturers and/or suppliers of that equipment is completed. Documentation demonstrating that such training is complete shall be made available for CONTRACTOR review on request. If there are specific competencies required for certain types of Jobsite activities under the site Safety Health and Management Plan, SUBCONTRACTOR shall provide documentation of such competencies to CONTRACTOR prior to commencement of such activities on the Jobsite.

8.3 If SUBCONTRACTOR has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Work under this SUBCONTRACT or any other portion of the Project, SUBCONTRACTOR shall immediately give written notice, including all relevant information, to CONTRACTOR.

8.4 Neither Party shall recruit or attempt to recruit staff and labor amongst persons in the service of the other Party.

GC-9 COMMERCIAL ACTIVITIES

9.1 Neither SUBCONTRACTOR and its employees nor its Sub-tiers and their employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the Jobsite or any other lands owned or controlled by CONTRACTOR or EMPLOYER.

GC-10 PUBLICITY AND ADVERTISING

10.1 SUBCONTRACTOR, its employees, and SUBCONTRACTOR's Sub-tiers and their employees shall not make any announcement, take any photographs, or release any information concerning this Subcontract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

GC-11 SECURITY REQUIREMENTS

11.1 In performance of the Work, SUBCONTRACTOR shall establish and maintain a security program, implementing and supplementing Project security requirements. This shall include a written Security Plan which shall be submitted to CONTRACTOR for review and acceptance within thirty (30) calendar days after Subcontract award and in any event prior to commencing work at the Jobsite. Such program shall include:

(1) Controlled access to office, warehouse, material and equipment sites.

(2) Physical security of office, warehouse, material and equipment sites, to include periodic security checks of all work areas assigned to SUBCONTRACTOR.

(3) Control of material and equipment packaging, transportation, and delivery to the Jobsite.

(4) Accountability procedures for storage, requisition and issue of material and equipment.

(5) Personnel security to include, but not limited to, compliance with Project work rules

(access, badging, prohibited activities and items, etc.)

(6) Security communications to include, but not limited to, use of radios, satellite phones, cell phones, locating devices for vehicles.

(7) Compliance with the Project Emergency Response Plan to include, but not limited to, emergency notification lists, personnel accountability procedures, etc.

(8) Compliance with all Project security programs and the coordination measures, with CONTRACTOR, EMPLOYER and others on the Jobsite, established for that purpose.

(9) Immediate notification to CONTRACTOR of all loss, theft or vandalism and promptly followed by submission of a detailed written report

11.2 SUBCONTRACTOR shall cooperate with CONTRACTOR and EMPLOYER on all security matters and shall promptly comply with any Project security arrangements established by CONTRACTOR or EMPLOYER. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the Work.

GC-12 ENVIRONMENTAL REQUIREMENTS

12.1 Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances/materials.

12.2 Based on the foregoing, SUBCONTRACTOR shall:

(1) Comply with all Applicable Laws, standards governing environmental requirements and conduct the Work based on the requirements of this Subcontract, including compliance with permit requirements and Project plans and approvals.

(2) Provide all documentation required by all levels of governing authority or CONTRACTOR concerning environmental requirements.

(3) Provide and maintain effective planning and field control measures for the following activities:

(a) Wastewater (domestic and industrial) discharges to land, surface water, or groundwater,
(b) Extraction/supply of water from surface and/or subsurface sources,
(c) Storm water management,
(d) Spill prevention and response,
(e) Erosion and sedimentation control,
(f) Air emissions and dust control,
(g) Noise control,
(h) Waste and hazardous waste management (domestic and industrial),
(i) Protection of areas designated as biologically / historically / archeologically / culturally significant (e.g., wetland, wildlife preserves, cultural resources, historic resources), and
(j) Work area restoration, including re-vegetation and re-contouring.

These obligations shall include obtaining certifications; conducting requisite analyses and monitoring of such activities as required by the Subcontract Documents, permit conditions or Applicable Laws; utilizing appropriate equipment for sampling, analysis and treatment; and proceeding in accordance with permit requirements.

(4) Be responsible for developing and maintaining a written Environmental Compliance Plan in accordance with SUBCONTRACTOR's established practices, including but not limited to compliance with all Applicable Laws and the requirements of the Project Construction Environmental Control Plan (CECP). SUBCONTRACTOR shall have

sole responsibility for implementing and enforcing its Environmental Compliance Plan.

(5) Submit its written Environmental Compliance Plan to CONTRACTOR, as a minimum complying with CONTRACTOR's Environmental Plan provided in the Appendix A-1 titled "CONTRACTOR'S CONSTRUCTION ENVIRONMENTAL CONTROL PLAN" for review within thirty (30) calendar days after Effective Date and in any event prior to commencing work at the Jobsite or receiving payment of first invoice. CONTRACTOR's review of SUBCONTRACTOR's plan shall not relieve SUBCONTRACTOR of its obligation under this Subcontract or as imposed by Applicable Laws and permit requirements and SUBCONTRACTOR shall be solely responsible for the adequacy of its Environmental Compliance Plan.

(6) Comply with all access restrictions, including prohibitions on access to certain areas on or adjacent to the Jobsite and ensure its personnel and those of its Sub-tiers to comply with all signage and flagging related to such restricted areas. Restricted areas may include, but are not limited to: designated wetlands; environmental mitigation study areas; protected/restricted biological/cultural/ historical/archaeological sites; and designated fish, wildlife, or vegetative habitat.

(7) Ensure that its personnel and those of its Sub-tiers do not hunt, fish, feed, capture, extract, or otherwise disturb aquatic or terrestrial, animal, or vegetative species within or near the Project boundary or on any other lands owned or controlled by CONTRACTOR, EMPLOYER, Employer's Representative or their designated representatives; OR while performing any tasks in performance of the Work.

(8) Not proceed with any renovation or demolition work until asbestos surveys and notifications have been completed, filed with, and approved by the appropriate regulatory agencies, in accordance with the division of responsibility outlined in the Project's CECP and CONTRACTOR specifically authorizes that work to proceed. Should asbestos containing materials be uncovered during SUBCONTRACTOR's Work, the provisions of GC-12.2 sub-clause (9) below shall apply.

(9) Immediately stop work in any area where contamination soil indicators (such as odor or appearance), unknown containers, piping, underground storage tanks, or similar structures are discovered; or any other materials, which are reasonably suspected to be toxic or hazardous. SUBCONTRACTOR shall then immediately notify CONTRACTOR and the stop work area shall be determined by CONTRACTOR and confirmed in writing. Activity in the stop work area shall only resume upon CONTRACTOR's written approval.

(10) Immediately stop work in any area where cultural resources or artifacts with archaeological or historical value including without limitation to fossils are discovered or suspected, and immediately notify CONTRACTOR. The stopped work shall proceed in the manner set forth in GC-12.2 subclause (9) above. No artifacts, items, or materials shall be disturbed or taken from the area of discovery by anyone unless authorized by CONTRACTOR and the governmental body responsible for such preservation/protection. Neither SUBCONTRACTOR nor any of its Sub-tiers shall have property rights to such artifacts, items, or materials, which shall be secured and guarded until turned over to CONTRACTOR or the appropriate governmental authorities. SUBCONTRACTOR shall also require that its personnel and those of its Sub-tiers comply with this provision and respect all historic and archaeological sites in the area.

(11) Manage, store, and dispose of all hazardous waste generated by SUBCONTRACTOR during its Work in accordance with the Applicable Law, national, regional, and local requirements, and as outlined in the Project CECP. This includes, but is not limited to: waste minimization; hazardous waste generator registration; hazardous materials inventory with Material Safety Data Sheets (MSDS) for each hazardous material on site; employee training; hazardous waste spill management

and reporting; proper storage of hazardous waste; equipment decontamination; onsite and offsite transport of hazardous waste; and selection and use of on and offsite final disposal facilities. All transporter and disposal companies used by SUBCONTRACTOR shall be appropriately licensed by the governing authorities and SUBCONTRACTOR shall provide CONTRACTOR with proof of such licensing prior to their performance on any Work. As between CONTRACTOR and SUBCONTRACTOR, SUBCONTRACTOR shall be responsible for cleaning up or removing any hazardous waste, pollution, contamination or environmental harm arising from SUBCONTRACTOR's performance of the Work, and shall defend, indemnify and hold harmless the Indemnified Parties from and against any and all Liabilities arising out of or in connection with any such hazardous waste, pollution, contamination or environmental harm.

12.3 SUBCONTRACTOR'S obligations under the General Condition titled "INDEMNITY" apply to any liability arising in connection with or incidental to SUBCONTRACTOR's performance or failure to perform as provided in this clause.

GC-13 SITE CONDITIONS AND NATURAL RESOURCES

13.1 SUBCONTRACTOR shall have the sole responsibility for satisfying itself concerning the nature and location of the Jobsite and Work and the general and local conditions, including but not limited to the following:

(1) Transportation, access, disposal, handling and storage of materials;

(2) Availability and quality of labor, water, electric power, telecommunications and road conditions;

(3) Climatic conditions, tides, and seasons;

(4) River hydrology and river stages;

(5) Physical conditions at the Jobsite and the Project area as a whole;

(6) Topography, sub surface geology and ground surface conditions; and

(7) Equipment and facilities needed preliminary to and during the performance of the Work.

(8) And all other matters which can in any affects performance of this Subcontract or the cost or time associated with such performance.

13.2 SUBCONTRACTOR's failure to acquaint itself with these or any other applicable conditions will not relieve SUBCONTRACTOR of the responsibility for satisfactorily performing the Work or for properly estimating either the difficulties, time for or cost of performing SUBCONTRACTOR's obligations under this Subcontract, and shall not entitle SUBCONTRACTOR to any change relief or extension of time under this Subcontract.

13.3 Where CONTRACTOR or EMPLOYER has made investigations of subsurface conditions in areas where the Work will be performed, such investigations are made by CONTRACTOR or EMPLOYER for the purpose of study and design. The interpretation of such investigations provided by CONTRACTOR and/or EMPLOYER shall be the sole responsibility of SUBCONTRACTOR. Neither CONTRACTOR nor EMPLOYER assumes any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

GC-14 DIFFERING SITE CONDITIONS

14.1 If, during the execution of the Work, SUBCONTRACTOR encounters any work which SUBCONTRACTOR believes constitutes a differing site condition SUBCONTRACTOR shall stop work with respect to the differing site condition and immediately notify CONTRACTOR in writing. Differing site conditions are defined as the following:

(1) Subsurface or latent physical conditions at the Jobsite differing materially from those indicated in the mutually approved investigations of subsurface conditions; or

(2) Previously unknown physical conditions at the Jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Subcontract.

14.2 CONTRACTOR will then make a written determination as to whether Works may continue.

14.3 Any differing site conditions shall not be subject to claims by SUBCONTRACTOR.

GC-15 TITLE TO MATERIALS FOUND

15.1 The title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of SUBCONTRACTOR or any of its Sub-tiers and the right to use said materials or dispose of same is hereby expressly reserved by EMPLOYER. SUBCONTRACTOR may request in writing that CONTRACTOR seeks EMPLOYER's consent for SUBCONTRACTOR to use such found materials for the purpose of the Work. If CONTRACTOR and EMPLOYER, at their sole discretion, consent to such use, SUBCONTRACTOR shall be permitted, without charge, to use in the Work any such materials, which meet the requirements of this Subcontract, subject to any restrictions on such use specified by CONTRACTOR or EMPLOYER.

GC-16 SURVEY CONTROL POINTS AND LAYOUTS

16.1 CONTRACTOR will establish the bench marks, points of origin, lines dimensions, and reference data (collectively "Survey Control Points") as shown on the drawings.

16.2 SUBCONTRACTOR shall complete the layout of all work and shall be responsible for execution of the Work in accordance with the CONTRACTOR-provided Survey Control Points, subject to such modifications as CONTRACTOR may require as work progresses.

16.3 SUBCONTRACTOR shall be responsible for providing all instruments, equipment, tools and work hands required for the purpose of executing the Work in accordance with the CONTRACTOR-provided Survey Control Points. Any failure to so execute the Work shall be corrected at SUBCONTRACTOR's expense. Any inspection carried out by the CONTRACTOR, EMPLOYER or Employer's Representative to verify the execution of the Work in accordance with the Survey Control Points shall not relieve SUBCONTRACTOR from his responsibility to ensure its correctness.

16.4 SUBCONTRACTOR shall be responsible for the maintenance of all CONTRACTOR-provided Survey Control Points. If SUBCONTRACTOR, its Sub-tiers, their representatives or employees move, destroy or render inaccurate any survey control point, such control point shall be replaced by either by SUBCONTRACTOR or CONTRACTOR at SUBCONTRACTOR'S expense. No separate payment will be made for survey work performed by SUBCONTRACTOR. In the event the Work or any work or services of CONTRACTOR or any third party must be repaired, reworked or re-performed because it was based on such a moved, destroyed or inaccurate survey control point, SUBCONTRACTOR shall be solely responsible for the costs of such repair, rework or re-performance and any associated Liabilities.

GC-17 SUBCONTRACTOR'S WORK AREA

17.1 CONTRACTOR will assign SUBCONTRACTOR work areas on the Jobsite. SUBCONTRACTOR shall confine its operations to the areas so assigned. Should SUBCONTRACTOR find it necessary or advantageous to use any additional off-site area for any purpose whatsoever, SUBCONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional off-site areas and shall provide written notice to CONTRACTOR describing the location and identifying the operations being performed there.

GC-18 CLEANING UP

18.1 SUBCONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of any portion of the Work, SUBCONTRACTOR shall promptly remove from the work area all its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of the Work.

18.2 Upon completion of the Work and prior to final payment, SUBCONTRACTOR shall at its expense satisfactorily dispose of all rubbish, remove all plant, buildings, equipment and materials belonging to SUBCONTRACTOR and return to CONTRACTOR's warehouse or Jobsite storage area all salvageable CONTRACTOR or EMPLOYER supplied materials. SUBCONTRACTOR shall leave the premises in a neat, clean and safe condition.

18.3 If SUBCONTRACTOR fails to comply with the foregoing requirements, CONTRACTOR will accomplish them at SUBCONTRACTOR's expense.

GC-19 COOPERATION WITH OTHERS

19.1 CONTRACTOR, EMPLOYER or their other Sub-tiers may be working at the Jobsite during the performance of this Subcontract and SUBCONTRACTOR's work or use of certain facilities may be interfered with as a result of such concurrent activities. SUBCONTRACTOR acknowledges its obligation to coordinate its activities on the Jobsite with the work of each such party to avoid or mitigate to the greatest extent possible interference with their work. CONTRACTOR reserves the right to require SUBCONTRACTOR to schedule the order of performance of the Work to minimize interference with work of any of the parties involved.

GC-20 RESPONSIBILITY FOR WORK, SECURITY AND PROPERTY

20.1 Work in Progress, Equipment and Material.

(1) SUBCONTRACTOR shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Special Condition, titled "TITLE AND RISK OF LOSS", to equipment and materials.

20.2. Delivery, Unloading and Storage:

(1) SUBCONTRACTOR's responsibility for materials, plant and equipment required for the performance of this Subcontract shall include:

a. Procurement, importation and transportation to and from the Jobsite unless otherwise specified;

b. Receiving and unloading;

c. Storing in a secure place and in a manner subject to CONTRACTOR's review. Materials, plant and equipment subject to degradation by outside exposure shall be stored in weather-tight enclosures provided by SUBCONTRACTOR;

d. Delivering from storage to Jobsite any and all materials, plant and equipment

required for SUBCONTRACTOR to perform the Work; and

e. Keeping and maintaining complete and accurate records for CONTRACTOR's inspection of all materials, plant and equipment received, stored and issued for use in the Work.

f. Providing the necessary measures to keep any CONTRACTOR-furnished and all SUBCONTRACTOR-furnished materials, plant and equipment secure. Neither CONTRACTOR nor EMPLOYER shall be liable for security of such materials, plant and equipment.

(2) In case of SUBCONTACTOR's failure to carry out CONTRACTOR's instructions regarding adequate storage of its own or CONTRACTOR-furnished materials, plant and equipment at the Jobsite, CONTRACTOR shall be entitled to employ other means to carry out the same and may backcharge SUBCONTRACTOR for all costs and expenses consequent thereon or incidental thereto, or may deduct such costs and expenses from any monies due or which may become due to SUBCONTRACTOR.

Security:

(1) SUBCONTRACTOR shall at all times conduct all operations under this Subcontract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. SUBCONTRACTOR shall continuously inspect all equipment, materials and work to discover and determine any conditions, which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.

(2) As part of its security obligations, SUBCONTRACTOR shall at its own expense install temporary work fences when necessary for the safety of laborers, the public or animals, or for the protection of the Work or the Project. In addition, SUBCONTRACTOR shall provide at its own expense all illumination, guarding, additional fencing and surveillance at the times and places directed by CONTRACTOR, EMPLOYER, Employer's Representative or any public authority for the protection of the Work or the Project, for ensuring public safety or security, or for any other reasonable purpose.

(3) SUBCONTRACTOR shall comply with CONTRACTOR's and EMPLOYER's security requirements for the Jobsite. SUBCONTRACTOR shall cooperate with CONTRACTOR and EMPLOYER on all security matters and shall promptly comply with any Project security arrangements established by CONTRACTOR or EMPLOYER. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner SUBCONTRACTOR's obligation with respect to all applicable laws and regulations and to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

20.4 Property:

(1) SUBCONTRACTOR shall plan and conduct its operations for the performance of this Subcontract, including but not limited to operation of equipment or stockpiling of materials, so as:

a. To preserve and protect lands in their natural state as well as all cultivated and planted areas and vegetation such as trees, plants, shrubs and grass, whether on or off the Jobsite, unless otherwise authorized in writing by CONTRACTOR.

b. Not to damage, close, obstruct, disrupt or otherwise interfere with any utility installation, right-of-way, highway, road, structure or other property until

permits and CONTRACTOR's advance written permission have been obtained;

c. Not to damage, close, obstruct, disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless otherwise specifically authorized by this Subcontract; or

d. Not to contradict with any Applicable Laws, intervene with public convenience; hinder access to or utilization of any public and private roads and pathways, or hinder entrance to or exit from any property whether belonging to CONTRACTOR, EMPLOYER, Employer's Representative or any third party.

20.5 SUBCONTRACTOR shall not be entitled to any extension of time to the Contract Milestones of Completion Date or compensation on account of SUBCONTRACTOR's failure to protect all facilities, equipment, plant, materials and other property as described herein. All costs in connection with any repairs or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by SUBCONTRACTOR. In addition, SUBCONRACTOR's indemnity obligations pursuant to the General Condition titled "INDEMNITY" shall extend to any Liabilities arising as a result of or in connection with SUBCONTRACTOR's actual or allege failure to comply with its obligations under this clause GC-20.

GC-21 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

21.1 SUBCONTRACTOR shall provide and use for the Work only such construction plant and equipment as are capable of producing the quality and quantity of work and materials required by this Subcontract and within the time or times specified in the Subcontract Schedule.

21.2 SUBCONTRACTOR shall give CONTRACTOR reasonable notice of the date on which any equipment, plant, apparatus, machinery, vehicles, material and/or other major things required for the execution and completion of the Works and/or remedying of any Defects will be delivered to the Jobsite.

21.3 Prior approval of CONTRACTOR must be obtained before SUBCONTRACTOR may use and/or install at the Jobsite any equipment, temporary utilities and facilities provided by SUBCONTRACTOR. SUBCONTRATOR is solely responsible for the safekeeping and maintenance of its equipment, utilities, facilities and materials.

21.4 Before proceeding with the Work, SUBCONTRACTOR shall furnish CONTRACTOR with information and drawings relative to such equipment, plant and facilities as CONTRACTOR may request. Upon written order of CONTRACTOR, SUBCONTRACTOR shall discontinue operation of unsatisfactory plant, equipment or facilities and shall either modify the unsatisfactory items or remove such items from the Jobsite.

21.5 SUBCONTRACTOR shall, at the time any construction equipment is moved onto the Jobsite, present to CONTRACTOR an itemized list of all construction equipment and tools, including but not limited to power tools, welding machines, pumps and compressors. Said list must include description and quantity, and serial number where applicable. It is recommended that SUBCONTRACTOR identify its equipment by color, decal and etching. SUBCONTRACTOR shall not remove construction plant, equipment or tools from the Jobsite before the Work is finally accepted, without CONTRACTOR's written approval.

GC-22 ILLUMINATION

22.1 When any work is performed at night or where daylight is obscured, SUBCONTRACTOR shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods the access to the place of work shall also be clearly illuminated. All wiring for electric light and

power shall be installed and maintained in a safe manner and meet all applicable codes and standards

GC-23 USE OF COMPLETED PORTIONS OF WORK

23.1 Whenever, as determined by CONTRACTOR, any portion of the Work performed by SUBCONTRACTOR is suitable for use, CONTRACTOR or EMPLOYER may, upon written notice, occupy and use such portion. Use shall not constitute acceptance, relieve SUBCONTRACTOR of its responsibilities, or act as a waiver by CONTRACTOR or EMPLOYER of any terms of this Subcontract.

23.2 SUBCONTRACTOR shall not be liable for normal wear and tear or for repair of damage caused by any misuse during such occupancy or use by CONTRACTOR or EMPLOYER. If such use increases the cost or time of performance of remaining portions of the Work, SUBCONTRACTOR shall, pursuant to the General Condition titled "CHANGES", be entitled to an equitable adjustment in its compensation or schedule under this Subcontract.

23.3 If, as a result of SUBCONTRACTOR'S failure to comply with the provisions of this Subcontract, such use proves to be unsatisfactory to CONTRACTOR or EMPLOYER, CONTRACTOR or EMPLOYER shall have the right to continue such use until such portion of the Work can, without injury to CONTRACTOR or EMPLOYER, be taken out of service for correction of defects, errors, omissions or replacement of unsatisfactory materials or equipment as necessary for such portion of the Work to comply with the Subcontract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve (12) months unless otherwise mutually agreed in writing between the parties.

23.4 SUBCONTRACTOR shall not use any permanently installed equipment unless such use is approved in writing by CONTRACTOR. When such use is approved, SUBCONTRACTOR shall at its expense properly use and maintain and upon completion of such use, recondition such equipment to the satisfaction of CONTRACTOR or EMPLOYER.

23.5 If CONTRACTOR, EMPLOYER or Employer's Representative furnishes an operator for such permanently installed equipment, all services performed shall be under the complete direction and control of SUBCONTRACTOR, and such operator shall be considered SUBCONTRACTOR's employee for all purposes other than payment of such operator's wages, Workers' Compensation Insurance or other benefits.

GC-24 USE OF CONTRACTOR'S CONSTRUCTION EQUIPMENT OR FACILITIES

24.1 Where SUBCONTRACTOR requests CONTRACTOR and CONTRACTOR agrees to make available to SUBCONTRACTOR certain equipment or facilities belonging to CONTRACTOR for the performance of SUBCONTRACTOR Work under the Subcontract, the following shall apply:

(1) Equipment or facilities will be charged to SUBCONTRACTOR at rental rates to be agreed. CONTRACTOR may assign and prioritize the use of CONTRACTOR's equipment and facilities amongst SUBCONTRACTOR and others;

(2) CONTRACTOR will furnish a copy of the equipment maintenance and inspection record and SUBCONTRACTOR shall maintain these records during the rental period in a form and substance satisfactory to CONTRACTOR. All maintenance and inspections performed by SUBCONTRACTOR shall be accomplished in accordance with CONTRACTOR's directions and the manufacturer's and industry standards;

(3) SUBCONTRACTOR shall assure itself of the condition of such equipment and assume all risks and responsibilities during its use;

(4) SUBCONTRACTOR shall, as part of its obligation under the General Condition titled "INDEMNITY", release, defend, indemnify and hold harmless the Indemnified Parties

from and against all Liabilities arising from the use of such equipment.

(5) CONTRACTOR and SUBCONTRACTOR shall jointly inspect such equipment before its use and upon its return. Following each such inspection, CONTRACTOR shall prepare a written report describing in detail the condition of the CONTRACTOR-furnished equipment and/or facilities. The report shall be signed by CONTRACTOR and SUBCONTRACTOR, and both parties shall be entitled to retain a copy of the report. Both parties shall make a diligent effort to agree on the report, but in the event agreement cannot be reached, then CONTRACTOR's version of the report shall be deemed to be the agreed version.

(6) Upon completion of SUBCONTRACTOR's use of CONTRACTOR-furnished equipment and/or facilities, SUBCONTRACTOR shall return each item in the same conditions as received by SUBCONTRACTOR. Should the joint inspection performed upon return reveal that the equipment and/or facilities have been damaged or have deteriorated during the period of SUBCONTRACTOR's use, then the cost of all necessary repairs or replacement shall be at SUBCONTRACTOR'S expense.

(7) If such equipment is furnished with an operator, the services of such operator will be performed under the complete direction and control of SUBCONTRACTOR and such operator shall be considered SUBCONTRACTOR'S employee for all purposes other than the payment of wages, Workers' Compensation Insurance or other benefits.

GC-25 MEDICAL FACILITIES

25.1 CONTRACTOR has medical and first-aid facilities at the Project site available for the treatment of employees of SUBCONTRACTOR or its Sub-tiers, who may be injured or become ill while engaged in the performance of the Work under this Subcontract.

25.2 In consideration for the use of such facilities and the receipt of such services, SUBCONTRACTOR hereby agrees:

(1) To include as part of its obligation under the General Condition titled "INDEMNITY" the obligation to release, defend, indemnify and hold harmless the Indemnified Parties from and against all Liabilities arising from the use of such services or facilities; and

(2) In the event any of employees of SUBCONTRACTOR's employees or employees of its Sub-tiers require off-site medical services, including transportation thereto, to promptly pay for such services directly to the providers thereof.

25.3 In the event that any of SUBCONTRACTOR's employees or employees of its Sub-tiers require medical evacuation due to a serious injury happened in relation to the performance of the Work, CONTRACTOR will execute the medical evacuation for such employees. Costs incurred by CONTRACTOR as a result of the medical evacuation will be backcharged to the SUBCONTRACTOR in accordance with General Condition titled "BACKCHARGES".

GC-26 INSPECTION, TESTING AND QUALITY SURVEILLANCE

26.1 Unless otherwise specified, all material and equipment furnished and work performed shall be properly inspected by SUBCONTRACTOR at its expense, in accordance with the Subcontract requirements, and shall at all times be subject to quality surveillance and quality audit by CONTRACTOR, EMPLOYER, Employer's Representative, or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its Sub-tiers for such quality surveillance or audit.

26.2 SUBCONTRACTOR shall provide safe and adequate facilities, drawings, documents and samples as requested, and shall provide assistance and cooperation including stoppage of work to perform such inspection, testing and quality surveillance as may be necessary to

determine compliance with the requirements of this Subcontract.

26.3 If CONTRACTOR or EMPLOYER incur any additional costs due to delays in SUBCONTRACTOR performing any test or due to re-testing of equipment or material that failed prior testing, then CONTRACTOR may, at its sole option, backcharge SUBCONTRACTOR such additional costs in accordance with the General Condition titled "BACKCHARGES".

26.4 Any work covered prior to any quality surveillance or test by CONTRACTOR, EMPLOYER or Employer's Representative shall be uncovered and replaced at the expense of SUBCONTRACTOR if such covering interferes with or obstructs such surveillance or test. Failure of CONTRACTOR, EMPLOYER or Employer's Representative to make such quality surveillance or to discover defective design, equipment, materials or workmanship shall not relieve SUBCONTRACTOR of its obligations under this Subcontract nor prejudice the rights of CONTRACTOR, EMPLOYER or Employer's Representative thereafter to reject or require the correction of defective work in accordance with the provisions of this Subcontract.

26.5 If any work is determined by CONTRACTOR, EMPLOYER or Employer's Representative to be defective or not in conformance with this Subcontract the provisions of the General Condition titled "WARRANTY" shall apply.

GC-27 EXPEDITING

27.1 The equipment and materials furnished and work performed under this Subcontract shall be subject to expediting by CONTRACTOR or its representatives who shall be afforded full and free access to the shops, factories and other places of business of SUBCONTRACTOR and its Sub-tiers for expediting purposes. As required by CONTRACTOR, SUBCONTRACTOR shall provide detailed schedules and progress reports for use in expediting and shall cooperate with CONTRACTOR in expediting activities.

GC-28 FORCE MAJEURE

28.1 No delay or failure in performance (except for payment obligations) by either Party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure.

28.2 Force Majeure means an exceptional event or circumstance which:

(1) is beyond a Party's control

(2) such Party could not reasonably have provided against before entering into this Subcontract

(3) having arisen, such Party could not reasonably have avoided or overcome, and

(4) is not substantially attributable to the other Party

28.3 Delays attributable to and within the control of SUBCONTRACTOR's Sub-tiers shall be deemed delays within the control of SUBCONTRACTOR.

28.4 Force Majeure may include without limitation, exceptional events, circumstances or occurrences of the kind listed below so long as conditions (1) to (4) in clause 28.2 above are satisfied:

(1) war, hostilities, (weather war be declared or not), invasion, act of foreign enemies,

(2) rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,

(3) riot, commotion, disorder, strike or lockout by persons other than employees of SUBCONTRACTOR or its Sub-tiers,

(4) munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the CONTRACTOR's use of such munitions, explosives, radiation or radioactivity, and

(5) natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity

28.5 The following will not constitute Force Majeure:

(1) insufficient financial means of SUBCONTRACTOR or any of its Sub-tiers to perform any Subcontract obligations, including the insolvency or bankruptcy of any Sub-tier; any labor disturbance, strike or dispute involving SUBCONTRACTOR's personnel or any of its Sub-tier's personnel, unless such labor disturbance, strike or dispute is part of a national or regional labor disturbance, strike or dispute; and the unavailability or shortages of labor or equipment or materials.

28.6 If SUBCONTRACTOR's performance of this Subcontract is delayed by a Force Majeure occurrence, SUBCONTRACTOR shall provide CONTRACTOR written notification of the delay and its estimated duration within twenty-four (24) hours of the occurrence. During the ongoing occurrence, SUBCONTRACTOR shall take all actions to minimize and mitigate the effect of the Force Majeure occurrence. Within seven (7) calendar days after cessation of any Force Majeure occurrence, SUBCONTRACTOR shall notify CONTRACTOR in writing specifying the actual duration of the delay and describing its plan to minimize and mitigate the effect of the Force Majeure occurrence on the completion of the Work.

28.7 Failure to provide any of the above required notices or failure to submit its plan to minimize or mitigate the effect of a Force Majeure occurrence shall be sufficient ground for denial of an equitable adjustment. If SUBCONTRACTOR believes a Force Majeure occurrence causes an increase or decrease in the cost or time of performance of the Work, SUBCONTRACTOR shall, within twenty (20) calendar days after cessation of the Force Majeure occurrence, submit its proposal for an equitable adjustment and the Subcontract shall be modified in accordance with the General Condition titled "CHANGES", to the extent CONTRACTOR determines the Force Majeure event caused any such increase or decrease.

GC-29 CHANGES

29.1 CONTRACTOR may, at any time, without notice to the sureties if any, by written Change Order or Change Notice unilaterally make any change in the Work within the general scope of this Subcontract, including but not limited to changes:

(1) In the drawings, designs or specifications;

(2) In the method, manner, sequence or scope of SUBCONTRACTOR's work;

(3) In CONTRACTOR or EMPLOYER-furnished facilities, equipment, materials, services or site(s);

(4) Directing acceleration or deceleration in performance of the Work; and

(5) Modifying the Subcontract Schedule or the Subcontract Milestones.

And SUBCONTRACTOR agrees to perform such Work as changed.

29.2 In addition, in the event of an emergency, which CONTRACTOR determines endangers life or property, CONTRACTOR may use oral orders to SUBCONTRACTOR for any work required by reason of such emergency. SUBCONTRACTOR shall commence and complete such emergency work as directed by CONTRACTOR. Such orders will be confirmed by written Change Notice.

29.3 All other modifications to this Subcontract shall be by written Amendment signed by both

parties.

29.4 If any change under this clause GC-29, whether or not changed by any such order, or an act or omission of CONTRACTOR or EMPLOYER, causes an increase or decrease in the cost of or in the time required to perform any part of the Work an equitable adjustment shall be made to the compensation or time(s) for completion, or both. SUBCONTRACTOR shall, within ten (10) calendar days of such change or act or omission, notify CONTRACTOR and submit a detailed claim substantiating its cost and/or schedule impact. Upon agreement as to the impact of the change or act or omission, the Subcontract shall be modified by written "Change Order".

29.5 SUBCONTRACTOR shall forward to CONTRACTOR a monthly statement showing complete and detailed information regarding all claims related to changes in the Work pursuant to this Subcontract in respect of which SUBCONTRACTOR considers it is entitled to an equitable adjustment to the compensation or time(s) for completion, with details regarding the value of changed Work executed during the previous month. Any claims for equitable adjustment to the compensation or time(s) for completion related to such changed Work shall not be considered unless (i) SUBCONTRACTOR provides timely notice and (ii) the said amounts are included in the information detailed in the above stated monthly statement.

29.6 Notwithstanding anything to the contrary in the Subcontract, whenever the SUBCONTRACTOR considers that it is entitled to an adjustment to the compensation and/or time(s) for completion:

(1) the SUBCONTRACTOR shall, within a period of ten (10) calendar days after the occurrence of the event or circumstance giving rise to the claimed entitlement (or within such shorter period as the Subcontract may specify in respect of the relevant event or circumstance), notify the CONTRACTOR and submit a detailed claim substantiating its cost and/or schedule impact;

(2) if the SUBCONTRACTOR fails to notify the CONTRACTOR and to submit a detailed claim substantiating its cost and/or schedule impact within the period referred to in paragraph (1) immediately above then the SUBCONTRACTOR shall be conclusively deemed to have waived any entitlement it might otherwise have had to any adjustment to the compensation and/or time(s) for completion, and the CONTRACTOR shall be relieved of any liability that it might otherwise have had in connection with the relevant event or circumstance. In no case shall a claim by SUBCONTRACTOR be considered if asserted after final payment under this Subcontract; and

(3) an adjustment to the time(s) for completion shall be made only if and to the extent that (a) SUBCONTRACTOR use used reasonable efforts to eliminate or mitigate any resultant delay, and (b) notwithstanding those efforts, completion of the Work or any portion thereof by the applicable time(s) for completion is or will be delayed by the relevant event or circumstance.

29.7 Failure by CONTRACTOR and SUBCONTRACTOR to agree on any adjustment shall be a dispute within the meaning of the General Condition titled "DISPUTES".

29.8 SUBCONTRACTOR shall proceed diligently with performance of the Work, pending final resolution of any request for adjustment, dispute, claim, appeal, or action arising under the Subcontract, and comply with any decision of CONTRACTOR.

GC-30 PRICING OF ADJUSTMENTS

30.1 When costs are a factor in any determination of a Subcontract adjustment pursuant to the General Conditions titled "CHANGES" or "DISPUTES", SUBCONTRACTOR shall propose upward or downward price adjustments in one of the following methods as directed by CONTRACTOR:

(1) Using unit or lump sum prices from the Subcontract;

(2) Estimating new unit prices where appropriate, subject to negotiation;

(3) Estimating a lump sum price for the change, subject to negotiation; and

(4) Establishing separate cost accounting records, subject to daily end-of-the-day written approval by CONTRACTOR of all allocable costs on a Force Account basis. Reimbursement of reasonable and approved incurred costs, plus specified rates for overhead and profit, as defined below, shall be the basis for Force Account adjustment of the Subcontract Price.

30.2 When SUBCONTRACTOR is directed to propose price adjustments pursuant to GC-30.1(2) or GC-30.1(3) above, it shall provide cost breakdown information for the purpose of and in sufficient detail to permit analysis and negotiation including but not limited to lower-tier subcontracts, labor categories, job hours and rates, equipment and material quantities, sources and calculations, overhead costs and allocations, profit computations and reference data upon which estimates are based. Proposals that include work to be performed by Sub-tiers shall include a detailed description of the lower-tier subcontracted work. Pricing by Sub-tiers shall be subject to the same limitations set forth in items set out in GC-30.3(1) through GC-30.3(4) below.

30.3 If for any reason CONTRACTOR and SUBCONTRACTOR are unable to agree upon a Subcontract Price adjustment then the following provisions, which establish and define allowable costs and rates for Force Account work pursuant to 30.1(4) above, shall also define allowable costs and rates for a determination by CONTRACTOR.

(1) Direct Labor.

(a) Incurred direct labor wages for technical, craft and manual labor for all classifications through lead engineer, foreman or equivalent are allowable for the period of performance of the change. General supervision and management above lead engineer, foreman or equivalent and indirect labor, e.g., surveyors, office personnel, timekeepers and maintenance personnel, are not allowable as direct costs but are recovered in the overhead and profit rates established by this clause. Payroll additives are allowable and include taxes, insurance premiums, paid absences, and social and retirement benefits required by law, labor agreements, published company policies applying uniformly to SUBCONTRACTOR's work force or which are normal and customary.

(b) CONTRACTOR shall have access to SUBCONTRACTOR's certified payroll records for verification of labor costs.

(c) Overhead and profit on direct labor shall be calculated as follows: Fifteen percent (15%) of direct labor for changes of less than EUR 20,000, and ten percent (10%) of direct labor for changes equal to or in excess of EUR 20,000.

(2) Equipment.

(a) Approved incurred construction equipment, facilities and vehicle net rental costs plus five percent (5%) for SUBCONTRACTOR overhead and profit are allowable, except tools and equipment having original purchase prices of less than EUR 500 each, which are deemed to be covered in the overhead and profit rates established by this clause. If operating costs are not included in rental rates they are also allowable.

(b) Reasonable equipment charges for approved SUBCONTRACTOR-owned construction equipment having original purchase prices of more than EUR 500 each shall also be allowed provided such charges are:

i. Agreed upon Subcontract unit rates; or

ii. Based upon calculated values allocating ownership costs over the useful life of the equipment plus operating costs such as fuel, oil, lubricants, and maintenance and a profit of ten percent (10%) on such costs; and

(c) When the operated use of equipment is infrequent and, as determined by CONTRACTOR, such equipment need not remain at the Jobsite continuously, charges shall be limited to actual hours of use.

(d) For the cost of both rented and owned equipment to be allowable, CONTRACTOR must agree in writing, prior to their being used, that the individual pieces of equipment are needed, are appropriate for the Work, and that the mobilization and demobilization costs are allocable to the change and acceptable. This is in addition to the daily end-of-day approval of operating time for such equipment.

(3) Materials.

(a) Approved incurred costs for material incorporated into the changed Work or required for temporary construction facilities made necessary by the change shall be allowable at net cost delivered to the Jobsite plus five percent (5%) overhead and profit for SUBCONTRACTOR.

(4) Sub-tiers

(a) Approved incurred costs for lower-tier subcontracted tasks shall be allowable plus five percent (5%) overhead and profit for SUBCONTRACTOR; provided that CONTRACTOR has approved the lower-tier Subcontract pursuant to the Subcontract Form of Agreement.

30.4 No additional overhead and profit will be allowed for items set out in GC-30.3(1) through GC-30.3(4) above, and the amounts provided for such items will be deemed to be full consideration for all overhead, interest and profit, for all additional costs e.g., supervision and tools, and for all impacts of the change on all elements of the Work whether or not changed.

GC-31 DISPUTES

31.1 SUBCONTRACTOR shall not be entitled to claim and neither CONTRACTOR nor EMPLOYER shall be liable to SUBCONTRACTOR or its Sub-tiers in tort (including negligence), or contract except as specifically provided in this Subcontract.

31.2 Any claim arising out of or attributable to the interpretation or performance of this Subcontract, which cannot be resolved by negotiation, shall be considered a dispute within the meaning of this clause.

31.3 If for any reason SUBCONTRACTOR and CONTRACTOR are unable to resolve a claim for an adjustment, SUBCONTRACTOR or CONTRACTOR shall notify the other party in writing that a dispute exists and request or provide a final determination by CONTRACTOR. Any such request by SUBCONTRACTOR shall be clearly identified by reference to this clause and shall summarize the facts in dispute and SUBCONTRACTOR's proposal for resolution.

31.4 CONTRACTOR shall, within thirty (30) calendar days of any request by SUBCONTRACTOR, provide a written final determination setting forth the contractual basis for its decision and defining what Subcontract adjustments it considers equitable. Upon SUBCONTRACTOR'S written acceptance of CONTRACTOR'S determination the Subcontract will be modified and the determination implemented accordingly or, failing agreement, CONTRACTOR may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with CONTRACTOR's final determination.

31.5 If SUBCONTRACTOR does not accept CONTRACTOR's final determination the matter shall, within thirty (30) calendar days, be referred to senior executives of the parties who shall have designated authority to settle the dispute. The parties shall promptly prepare and exchange memoranda stating the issues in dispute and their respective positions, summarizing the negotiations that have taken place and attaching relevant documents.

31.6 The senior executives will meet for negotiations at a mutually agreed time and place. If the matter has not been resolved within thirty (30) calendar days of the commencement of such negotiations, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process, which is mutually acceptable to the parties.

31.7 Should the parties agree to pursue an ADR process each party will be responsible for its own expenses incurred to resolve the dispute during the ADR process.

31.8 If the parties do not agree to an ADR process, are unable to resolve the dispute through ADR, or at any time mutually concur in expediting this process, the parties agree to proceed in accordance with the Special Condition titled "ARBITRATION".

GC-32 RECORDS AND AUDIT

32.1 SUBCONTRACTOR shall maintain records and accounts in connection with the performance of this Subcontract which will accurately document incurred costs, both direct and indirect, of whatever nature for a period of three (3) years from the expiration of SUBCONTRACTOR's warranty unless a longer period is otherwise specified by Applicable Law. SUBCONTRACTOR shall maintain its records and accounts in standards and formats acceptable to CONTRACTOR.

32.2 CONTRACTOR, EMPLOYER, Employer's Representative, or their representatives shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purposes of confirming compliance with Subcontract provisions, verifying payments or requests for payment when costs are the basis of such payment and evaluating the reasonableness of proposed Subcontract price adjustments and claims.

32.2 If CONTRACTOR, EMPLOYER or Employer's Representative establishes uniform codes of accounts for the Project, SUBCONTRACTOR shall use such codes in identifying its records and accounts.

GC-33 WARRANTY

33.1 SUBCONTRACTOR warrants to CONTRACTOR and EMPLOYER for Warranty Period that:

(1) the design and construction engineering services required under this Subcontract shall be performed with the high degree of skill, current methods, sound practices and good judgment normally exercised by recognized professional firms rendering services of a similar nature;

(2) all equipment and materials incorporated into the Work shall be of the most suitable grade and condition of their respective kinds for their intended uses unless otherwise specified;

(3) all equipment and materials furnished under this Subcontract shall be OEM (Original Equipment Manufacturer) genuine and original and shall include only OEM genuine and original components, with no counterfeit items or suspect items; and

(4) all workmanship shall conform to the requirements of this Subcontract and be performed in accordance with the best industry practices, using methods acceptable to CONTRACTOR and EMPLOYER.

(5) any equipment and material furnished under this Subcontract shall be capable of producing the quality of Work required by this Subcontract within the time required for performance of the Work

(6) the Work shall be Fit for Purpose

(7) all equipment, materials and workmanship shall conform to the requirements of this Subcontract

33.2 If at any time during the Warranty Period SUBCONTRACTOR discovers any failure to comply with the above warranty ("Defect"), it shall give immediate written notice to CONTRACTOR and shall promptly propose corrective actions to cure such Defects to meet requirements of this Subcontract. If CONTRACTOR, EMPLOYER or Employer's Representative or others discover any Defect, then SUBCONTRACTOR shall upon written notice comply with any direction given by CONTRACTOR pursuant to this clause GC-33.

33.3 CONTRACTOR, in its sole discretion, may direct SUBCONTRACTOR in writing and SUBCONTRACTOR agrees to:

(1) Re-perform engineering tasks;

(2) Rework, repair or remove and replace defective equipment or materials;

(3) Rework, remove, reinstall or reconstruct work involving defective workmanship, recognizing that immediate corrective action will be required if the Defect causes an emergency endangering life or property and in other appropriate circumstances to minimize delay or damage to the Work or other property;

(4) Correct by appropriate means, including but not limited to reengineering, replacing or reconstructing, work affected by the Defects because of access, inspection, testing, interface or other considerations;

(5) Demonstrate that additional testing or inspection has corrected the Defect;

(6) Reimburse the costs incurred by CONTRACTOR or EMPLOYER to have others accomplish any of corrective actions (1) through (5) above; or

(7) Negotiate an equitable reduction in the Subcontract Price in consideration for CONTRACTOR's and EMPLOYER's waiver or reduction of the Subcontract requirements in lieu of or for partial corrective action.

33.4 All costs incidental to such corrective action, including access, removal, disassembly, transportation, reinstallation, reconstruction, retesting and re-inspection, as may be necessary to correct the Defect or demonstrate that the previously defective work conforms to the requirements of this Subcontract shall be borne by SUBCONTRACTOR.

33.5 In performing its obligations under this Clause GC-33, SUBCONTRACTOR (a) shall perform in accordance with a schedule agreed by CONTRACTOR, and (b) shall use its best efforts to perform at times and in a manner which causes as little inconvenience as is reasonably possible to CONTRACTOR, EMPLOYER, Employer's Representative and the operators of the Project.

33.6 Notwithstanding anything to the contrary set out herein, if the failure of the Work to conform to these warranties presents a safety hazard or prevents operation of the Project, CONTRACTOR may immediately take whatever action is reasonably necessary to correct the non-conformity in order to correct the safety hazard and/or allow the continued safe operation of the Project, and the SUBCONTRACTOR will be liable to CONTRACTOR for the reasonable costs of such actions.

GC-34 BACKCHARGES

34.1 CONTRACTOR may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to SUBCONTRACTOR amounts sufficient to cover the full costs of any of the following:

(1) SUBCONTRACTOR'S failure to comply with any provision of this Subcontract or SUBCONTRACTOR'S acts or omissions in the performance of any part of this Subcontract, including, but not limited to, violation of any Applicable Law, including without limitation those regarding safety, hazardous materials or environmental requirements;

(2) Correction of defective or nonconforming Work by redesign, repair, rework, replacement or other appropriate means when SUBCONTRACTOR states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or

(3) CONTRACTOR agrees to or is required to take action or perform Work for SUBCONTRACTOR, such as cleanup, off-loading or completion of incomplete work.

34.2 CONTRACTOR may also backcharge SUBCONTRACTOR for work done or cost incurred to remedy these or any other SUBCONTRACTOR defaults, errors, omissions or failures to perform or observe any part of this Subcontract. CONTRACTOR may, but shall not be required to, give SUBCONTRACTOR written notice before performing such actions or work or incurring such cost. Lack of written notice shall not impair CONTRACTOR's right to proceed with the action or work under this or any other provision of this Subcontract.

34.3 The cost of backcharge work shall include:

(1) Incurred labor costs (manual and non-manual) including all payroll additives, travel and subsistence;

(2) Incurred net delivered material costs;

(3) Incurred Sub-tier costs directly related to performing the corrective action;

(4) Equipment and tool rentals at prevailing rates in the Jobsite area; and

(5) A factor of twenty five percent (25 %) applied to the total of Items (1) through (4) for CONTRACTOR's overhead, supervision, administrative and other indirect costs.

34.4 CONTRACTOR shall separately invoice or deduct and retain from payments otherwise due to SUBCONTRACTOR the costs as provided herein. CONTRACTOR'S right to backcharge is in addition to any and all other rights and remedies provided in this Subcontract or by Applicable Law. The performance of backcharge work by CONTRACTOR shall not relieve SUBCONTRACTOR of any of its responsibilities under this Subcontract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Subcontract Milestones of the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".

GC-35 INDEMNITY

35.1 SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Liabilities arising in connection with or incidental to the performance of this Subcontract, whether arising before or after completion of the Work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to in whole or in part, or claimed to be caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of SUBCONTRACTOR, its Sub-tiers or of anyone acting under its direction or control or on its behalf.

35.2 The foregoing shall include, but is not limited to, indemnity for:

(1) Property damage and injury to or death of any person, including employees of CONTRACTOR, EMPLOYER or Employer's Representative, or their designated representatives.

(2) The breach by SUBCONTRACTOR of any representation, warranty, covenant, or performance obligation of this Subcontract.

35.3 SUBCONTRACTOR's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the Indemnified Parties to the fullest extent permitted by Applicable Law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified or held harmless.

GC-36 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

36.1 SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless the Indemnified Parties from and against any Liabilities arising from any claim, whether rightful or otherwise, that any concept, product, design, equipment, material, process, copyrighted material or confidential information, or any part thereof, furnished by SUBCONTRACTOR under this Subcontract constitutes an infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material or confidential information is limited or prohibited, SUBCONTRACTOR shall, at its sole expense, procure the necessary licenses to use the infringing or a modified but non-infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with CONTRACTOR's prior written approval, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material or confidential information; provided, however, that:

(1) any such substituted or modified concepts, products, designs, equipment, material, processes, copyrighted material or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(2) such replacement or modification shall not modify or relieve SUBCONTRACTOR of its obligations under this Subcontract.

36.2 The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by CONTRACTOR, EMPLOYER or Employer's Representative, or their designated representatives to SUBCONTRACTOR.

GC-37 RIGHT TO WORK TOOLS AND WORK PRODUCT

37.1 CONTRACTOR or EMPLOYER shall have, and SUBCONTRACTOR hereby grants CONTRACTOR or EMPLOYER a permanent, assignable, non-exclusive, royalty-free license to use any concept, product, process (patentable or otherwise), copyrighted material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software) and confidential information owned by SUBCONTRACTOR upon commencement of the Works under this Subcontract and used by SUBCONTRACTOR or furnished or supplied to CONTRACTOR or EMPLOYER by SUBCONTRACTOR in the course of performance under this Subcontract.

37.2 Under such license CONTRACTOR or EMPLOYER may copy or reproduce any and all documents and information furnished by SUBCONTRACTOR in connection with the Subcontract and distribute such copies or reproductions to others as deemed appropriate by the licensees notwithstanding any proprietary legends or copyright notices to the contrary. SUBCONTRACTOR shall obtain necessary permission and releases from any third parties placing proprietary legends or copyright notices on such documents or information.

37.3 Any concept, product, process (patentable or otherwise), copyrightable material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs and electronic software) or confidential information

first developed, produced, acquired or reduced to practice by SUBCONTRACTOR or any of its employees or SUBCONTRACTOR's Sub-tiers, or any of their employees, in the performance of or otherwise in connection with this Subcontract (collectively, "Work Product") shall be the property of EMPLOYER upon creation, whether or not delivered to CONTRACTOR, EMPLOYER or Employer's Representative, or their designated representatives at the time of creation, and shall upon request by CONTRACTOR (but in no event later than Final Acceptance of the Works) be delivered to CONTRACTOR. Upon request by CONTRACTOR from time to time, SUBCONTRACTOR agrees to do all things reasonably necessary, at CONTRACTOR's expense and as CONTRACTOR directs, to obtain patents or copyrights on any portion of such Work Product, to the extent the same may be patentable or copyrightable. SUBCONTRACTOR further agrees to execute and deliver or cause to be executed and delivered such documents, including in particular instruments of assignment, as CONTRACTOR may in its discretion deem necessary or desirable to assign and transfer title to such Work Product as CONTRACTOR may direct and to carry out the provisions of this clause.

37.4 Notwithstanding anything to the contrary in the Subcontract, documents produced by EMPLOYER, CONTRACTOR or Employer's Representative shall not, without CONTRACTOR's consent, be copied, used, or communicated to a third party by SUBCONTRACTOR, except as necessary for the purpose of this Subcontract.

GC-38 ASSIGNMENTS AND SUBCONTRACTS

38.1 Any SUBCONTRACTOR assignment of rights or delegation of duties or obligations under this Subcontract, in whole or part, by operation of Applicable Law or otherwise, without the prior written consent of CONTRACTOR shall be void. CONTRACTOR may provide written consent to assign monies due or to become due under this Subcontract, provided that any assignment of monies shall be subject to CONTRACTOR retaining in such assignment the remedies provided CONTRACTOR under this Subcontract, including rights to set-offs and deductions and the right to make direct payments to SUBCONTRACTOR's Sub-tiers

38.2 SUBCONTRACTOR shall not Subcontract with any third party for the performance of all or any portion of the Work without the advance written approval of CONTRACTOR. Purchase orders and subcontracts of any tier must include provisions to:

(1) Secure all rights and remedies of CONTRACTOR and EMPLOYER provided under this Subcontract, and

(2) Impose upon the Sub-tiers all of the duties and obligations required to fulfill this Subcontract as it relates to their portion of the Work.

38.3 SUBCONTRACTOR's duties, obligations and liabilities under this Subcontract shall apply in full force to all activities of each of its Sub-tiers. SUBCONTRACTOR's liability to CONTRACTOR, EMPLOYER and Employer's Representative for acts and omissions of SUBCONTRACTOR'S Sub-tiers shall be the same as SUBCONTRACTOR's liability for its own acts and omissions.

38.4 Copies of all purchase orders and subcontracts are to be provided to CONTRACTOR upon request.

38.5 No assignment, delegation or Subcontract will be approved which would relieve SUBCONTRACTOR or its sureties, if any, of their responsibilities under this Subcontract.

38.6 CONTRACTOR has the rights to assign, transfer and delegate this Subcontract and CONTRACTOR'S rights and obligations hereunder in whole or in part to EMPLOYER, Employer's Representative, or their designated representatives by novation or otherwise.

GC-39 NONDISCLOSURE

39.1 SUBCONTRACTOR agrees not to divulge to third parties, without the written consent of

(2) Fails to make progress so as to endanger timely completion of this Subcontract;

(3) Abandons or refuses to proceed with any of the Work, including modifications directed pursuant to the General Condition titled "CHANGES";

(4) Following request by CONTRACTOR, fails to timely provide adequate assurance acceptable to CONTRACTOR of SUBCONTRACTOR'S ability to meet the quality standards, or the Subcontract Milestones of this Subcontract, or its financial capability in relation to this Subcontract, or adequate third party security acceptable to CONTRACTOR;

(5) Becomes insolvent, becomes the subject of voluntary or involuntary bankruptcy proceedings, makes an admission of inability to pay debts as due, or makes an assignment for the benefit of creditors;

(6) Fails to comply with the General Condition titled "STANDARDS OF CONDUCT";

(7) Fails to immediately after notice correct an unsafe condition for which it is responsible or cease an unsafe act, or

(8) Fails to fulfill or comply with any of the other terms of this Subcontract.

(9) CONTRACOR's Prime Contract is terminated for any reason

41.2 Upon the occurrence of any items GC-41.1(1) through GC-41.1 (3) or GC-41.1 (9) above, CONTRACTOR will notify SUBCONTRACTOR in writing of the nature of the failure and of CONTRACTOR'S intention to terminate the Subcontract or a specified portion of the Work for default. If SUBCONTRACTOR does not cure such failure within forty-eight (48) hours after receipt of notification or fails to provide satisfactory evidence that such default will be corrected within a reasonable time, CONTRACTOR may, by written notice to SUBCONTRACTOR and without notice to SUBCONTRACTOR'S sureties, if any, terminate in whole or in part SUBCONTRACTOR's right to proceed with the Work.

41.3 Upon the occurrence of any of items GC-41.1(4) through GC-41.1(7) above, CONTRACTOR may terminate the Subcontract immediately upon written notice without any cure period. In the event of termination under this clause, CONTRACTOR may complete the Work by any method deemed expedient. CONTRACTOR may utilize SUBCONTRACTOR's craft labor and may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property of any kind (including intellectual property and computer software) used by SUBCONTRACTOR and necessary to complete the Work.

41.4 SUBCONTRACTOR and its sureties, if any, shall be liable for all costs in excess of the Subcontract Price for such terminated work reasonably and necessarily incurred in the completion of the Work, including but not limited to the costs set forth in the General Condition titled "BACKCHARGES", all fees and costs in exercising any remedy, and all costs incurred by CONTRACTOR for SUBCONTRACTOR'S breach of this Subcontract. SUBCONTRACTOR shall not be entitled to any payment for the terminated work. Upon termination of this Subcontract, payment of all amounts due SUBCONTRACTOR for work performed under this Subcontract may be withheld pending completion of the Work, and may be used to offset liabilities of SUBCONTRACTOR under this Subcontract.

41.5 Upon termination for default, SUBCONTRACTOR shall:

(1) Immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Work;

(2) Inventory, maintain and turn over to CONTRACTOR all Collateral and all data, designs, licenses, equipment, materials, plant, tools, and property furnished by SUBCONTRACTOR or provided by CONTRACTOR for performance of the

terminated Work.

(3) Promptly obtain cancellation upon terms satisfactory to CONTRACTOR of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements and SUBCONTRACTOR's rights and claims thereunder pursuant to the Special Condition titled "SECURITY INTEREST" as directed by CONTRACTOR;

(4) Cooperate with CONTRACTOR in the transfer of data, designs, licenses and information and disposition of work in progress so as to mitigate damages;

(5) Comply with other reasonable requests from CONTRACTOR regarding the terminated Work; and

(6) Continue to perform in accordance with all of the terms and conditions of this Subcontract such portion of the Work that is not terminated.

41.6 If, after termination pursuant to this clause, it is determined for any reason that SUBCONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the General Condition titled "TERMINATION FOR CONVENIENCE".

GC-42 TERMINATION FOR CONVENIENCE

42.1 CONTRACTOR may, at its option, terminate for convenience any of the Work under this Subcontract in whole or, from time to time, in part, at any time by written notice to SUBCONTRACTOR. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination. Upon receipt of such notice SUBCONTRACTOR shall:

(1) Immediately discontinue the Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for equipment, materials, services, or facilities, other than as may be required for completion of such portion of the Work that is not terminated;

(2) Promptly obtain cancellation upon terms satisfactory to CONTRACTOR of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated work or assign those agreements as directed by CONTRACTOR;

(3) Assist CONTRACTOR in the maintenance, protection, and disposition of work in progress, plant, tools, equipment, property, and materials acquired by SUBCONTRACTOR or furnished by CONTRACTOR under this Subcontract; and

(4) Complete performance of such portion of the Work, which is not terminated.

42.2 Upon any such termination, SUBCONTRACTOR shall waive any claims for damages including loss of anticipated profits; on account thereof, but as the sole right and remedy of SUBCONTRACTOR, CONTRACTOR shall pay in accordance with the following:

(1) The Subcontract price corresponding to the Work performed in accordance with this Subcontract prior to such notice of termination;

(2) All reasonable costs for work thereafter performed as specified in such notice;

(3) Reasonable administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts;

(4) Reasonable costs incurred in demobilization and the disposition of residual material, plant and equipment; and

(5) A reasonable overhead and profit on items (2) through (4) of this subclause.

42.3 SUBCONTRACTOR shall submit within thirty (30) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the Subcontract price to include only the incurred costs described in this clause. CONTRACTOR shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Subcontract shall be modified accordingly.

GC-43 ACCEPTANCE AND COMPLETION

43.1 SUBCONTRACTOR shall complete all the Work so that it shall, in every respect, be complete and ready for acceptance in accordance with the Subcontract Milestones contained in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".

43.2 When SUBCONTRACTOR considers the Work, or any CONTRACTOR identified independent portion of the Work under this Subcontract to be complete and ready for inspection, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR, EMPLOYER, Employer's Representative, or their designated representatives with SUBCONTRACTOR's cooperation will conduct such reviews, inspections and tests as may be reasonably required to satisfy CONTRACTOR, EMPLOYER, Employer's Representative, or their designated representatives that the Work, or identified portion of the Work, conforms to all requirements of this Subcontract.

43.3 During such reviews, inspections and tests, CONTRACTOR, EMPLOYER, Employer's Representative, SUBCONTRACTOR, or their designated representatives will identify outstanding or incomplete work items (punch list items), if any.

43.4 SUBCONTRACTOR shall track and complete all punch list items identified by EMPLOYER, CONTRACTOR, Employer's Representative or SUBCONTRACTOR. SUBCONTRACTOR shall provide input on punch list items to CONTRACTOR using approved forms. Data may be collected via hard copy, electronic format (Word or Excel) or direct input to CONTRACTOR's database, as determined by CONTRACTOR.

43.5 If all or any part of Work covered by SUBCONTRACTOR's notice does not conform to Subcontract requirements, CONTRACTOR shall notify SUBCONTRACTOR of such nonconformance in writing and the provisions of the General Condition titled "WARRANTY" shall apply to the nonconformance as a Defect.

43.6 When all Work is complete including Punch List Items, SUBCONTRACTOR shall notify CONTRACTOR in writing requesting Final Acceptance. CONTRACTOR will conduct a final inspection and, when satisfied that all Subcontract requirements have been met, will issue a certificate of Final Acceptance.

43.7 Prior to Final Acceptance, SUBCONTACTOR shall provide CONTRACTOR with handing over documents and records including without limitation Operation and Maintenance Manual, Final As-Built Drawings, all test results for SUBCONTRACTOR provided tests and completed checklists as required by Subcontract Documents.

43.8 CONTRACTOR's written certificate of Final Acceptance of the Work under this Subcontract shall be final and conclusive except with regard to latent defects, fraud or such gross mistakes as amount to fraud, or with regard to CONTRACTOR's and EMPLOYER's rights under the General Condition titled "WARRANTY".

43.9 Unless instructed otherwise by CONTRACTOR, within thirty (30) days of the issue of CONTRACTOR's written certificate of Final Acceptance of the Work, SUBCONTRACTOR shall clear away and remove all SUBCONTRACTOR's equipment, surplus material, wreckage, rubbish and temporary works of every kind for the execution and completion of Works. SUBCONTRACTOR shall leave the site and the Works in a clean and safe condition.

GC-44 NOT USED

GC-45 ENGINEERING AND DESIGN RESPONSIBILITIES OF SUBCONTRACTOR

45.1 CONTRACTOR has furnished SUBCONTRACTOR, as a part of this Subcontract, the design criteria, performance specifications, and other data and information necessary to provide the basis upon which SUBCONTRACTOR shall design and engineer all Work. SUBCONTRACTOR shall verify and check all such criteria, specifications, data and information and shall promptly notify CONTRACTOR of any errors, omissions, conflicts or discrepancies. Apparent errors or omissions in such criteria, specifications, data and information, or the mis-description of work which is necessary to carry out their intent, or which is customarily performed, shall not relieve SUBCONTRACTOR from performing such omitted or mis-described work, but such work shall be performed by SUBCONTRACTOR as if fully and correctly set forth and described therein. SUBCONTRACTOR shall obtain approval from CONTRACTOR for any deviation from such criteria, specifications, data and information prior to incorporating such deviation in the final design.

GC-46 NON-WAIVER

46.1 None of the following shall operate as, or be deemed to be, a waiver or release of SUBCONTRACTOR's obligations under this Subcontract:

(1) Failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this Subcontract,

(2) Failure or delay to exercise any rights or remedies provided herein or by Applicable Law,

(3) Failure to properly notify SUBCONTRACTOR in the event of breach of any obligation,

(4) The acceptance of or payment for any goods or services hereunder,

(5) The review or failure to review SUBCONTRACTOR submissions,

(6) The inspection and test by CONTRACTOR or the failure to inspect and test the Work, and

(7) The termination either in whole or in part of Work under this Subcontract.

46.2 CONTRACTOR reserves the right to insist upon strict performance hereof and to exercise any of its rights or remedies as to any prior or subsequent default hereunder. Any waiver by CONTRACTOR under this Subcontract must be in writing to be effective.

46.3 The remedies provided to CONTRACTOR are not mutually exclusive and CONTRACTOR's exercise of any remedy or remedies will not prevent CONTRACTOR from exercising any other remedy or remedies it has under the Subcontract or at Applicable Law.

GC-47 SEVERABILITY

47.1 The provisions of this Subcontract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the Subcontract shall continue in full force and effect so that the purpose and intent of this Subcontract shall still be met and satisfied.

GC-48 SURVIVAL

48.1 All terms, conditions and provisions of this Subcontract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this Subcontract.

GC-49 GOVERNMENT RESTRICTED PARTIES AND COMMODITIES

49.1 SUBCONTRACTOR acknowledges that all applicable export laws, rules and regulations of the origin countries shall apply to the exports of commodities, software and technology (technical data and assistance) under this Subcontract. SUBCONTRACTOR also acknowledges that other laws, rules and regulations may restrict the use of certain parties under this Subcontract. Such laws, rules and regulations are generally described below.

(1) Restricted Parties Lists

The U.S. Government, foreign country governments and international organizations publish Restricted Parties Lists ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. SUBCONTRACTOR shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. SUBCONTRACTOR shall not enter into any transactions with any third party identified on any applicable Lists.

(2) Licensing Requirements

(a) General: Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of conventional weapons of mass destruction, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. SUBCONTRACTOR shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software or technology.

(b) United States of America (USA) Export Licensing Requirements: SUBCONTRACTOR is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work, except for any commodity, software or technology supplied by CONTRACTOR. A copy of the export license, or rationale as to why a license is not required, shall be provided to CONTRACTOR upon request.

49.2 SUBCONTRACTOR shall be responsible for any delay resulting from SUBCONTRACTOR's failure to comply fully and timely with any such law, rule or regulation described above.

49.3 SUBCONTRACTOR hereby agrees to indemnify, defend and hold the Indemnified Parties, harmless from and against any and all Liabilities which any of them may incur as a result of SUBCONTRACTOR'S failure to comply with its obligations under this clause GC-49.

GC-50 STANDARDS OF CONDUCT

50.1 SUBCONTRACTOR shall comply with all Applicable Laws, including without limitation the Applicable Laws of the United States of America and the Republic of Kosovo and of all other jurisdictions regarding bribery of public officials and private sector employees, including without limitation, all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "Act"). In addition, SUBCONTRACTOR shall:

(1) Comply with the principles of the World Economic Forum's Partnering Against Corruption Principles for Countering Bribery ("PACI Principles") set out in the World Economic Forum's 2005 publication Partnering Against Corruption Principles for Countering Bribery;

(2) Advise each of its Sub-tiers regarding the purposes and provisions of the Act and the PACI Principles; and

(3) Ensure its Sub-tiers also comply with the Act and the PACI Principles and that SUBCONTRACTOR and its Sub-tiers refrain from taking any action that would cause CONTRACTOR to be in violation of the Act.

50.2 SUBCONTRACTOR shall institute and maintain procedures to document compliance with its obligations under this clause GC-50, which shall be available at all times for inspection by CONTRACTOR, EMPLOYER and Employer's Representative, or their designated representatives. CONTRACTOR, EMPLOYER and Employer's Representative will have the right to audit, at any time, all such procedures and relevant documents. SUBCONTRACTOR shall be required to promptly provide any and all information sought by CONTRACTOR for the purpose of such audits.

50.3 In addition, and without prejudice to any other provision of this Subcontract, SUBCONTRACTOR represents and warrants that it has not paid any money, provided any other item of value, or rendered any other benefit, nor has SUBCONTRACTOR promised to do so, for the sake of procurement of this Subcontract or the Prime Contract. Any breach this representation or any other portion of this GC-50 shall be a material breach of this Subcontract and shall entitle CONTRACTOR to terminate the Subcontract for default upon written notice, with immediate effect and without any cure period. Such termination shall proceed pursuant to the terms of the General Condition titled "TERMINATION FOR DEFAULT". Additionally, any breach of this GC-50 shall entitle CONTRACTOR to withhold from any payments due to SUBCONTRACTOR the value of payments made or benefits rendered by SUBCONTRACTOR, without prejudice to any other remedy available under Applicable Law.

50.4 SUBCONTRACTOR shall immediately notify CONTRACTOR of any violation (or alleged violation) of this clause GC-50. SUBCONTRACTOR understands that any violation of this GC-50 could result in the termination of this Subcontract and any other agreement between SUBCONTRACTOR or any of its affiliated companies and CONTRACTOR or any of its affiliated companies.

50.5 SUBCONTRACTOR agrees to include this clause in each of its Sub-tiers and to require its Sub-tiers to include this clause in their subcontracts.

GC-51 FINANCIAL REPRESENTATION

51.1 SUBCONTRACTOR represents and warrants that it is, and shall remain throughout the term of this Subcontract solvent and adequately capitalized to perform the Work (jointly referred to as "financial capability").

51.2 From time to time and at CONTRACTOR'S request, SUBCONTRACTOR shall provide CONTRACTOR with information satisfactory to CONTRACTOR to verify SUBCONTRACTOR'S financial capability and the financial capability of its Sub-tiers within five (5) calendar days of CONTRACTOR'S request.

51.3 In the event that reasonable grounds for insecurity over SUBCONTRACTOR'S financial capability or the financial capability of its Sub-tiers arise, CONTRACTOR may exercise all available remedies including without limitation making payments to Sub-tiers on SUBCONTRACTOR'S behalf, directly or as co-payee, and requiring SUBCONTRACTOR to provide adequate security from third parties in a form and from a company acceptable to CONTRACTOR, such as irrevocable and unqualified bonds, letters of credit, or guarantees in CONTRACTOR's favor. As examples only and without limitation, the parties agree that delays by SUBCONTRACTOR in placing orders for materials or equipment, delays by SUBCONTRACTOR in paying Sub-tiers and failure by SUBCONTRACTOR to timely verify its financial capability shall be deemed to be reasonable grounds for insecurity.

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE -HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B403

EXHIBIT "B" - SPECIAL CONDITIONS

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SC-1 DEFINITIONS

1.1. "Applicable Laws" means all laws, legislation, ordinances, statutes, rules, regulations, resolutions, directives, circulars, by-laws, orders, charters or decrees in effect at the time the Work under this Subcontract is performed and applicable to the Work or to any portion thereof, including without limitation those of Republic of Kosovo.

1.2. "Change in Law" shall mean any change in Applicable Law occurring after the Effective Date and causing an increase in the cost of the Work or a delay in SUBCONTRACTOR's critical path for performing the Work, including the introduction of new Applicable Law, the repeal or modification of existing Applicable Law, or any change in a judicial or other official governmental interpretation of an Applicable Law.

1.3. "Construction Works Commencement Date" means that a date as determined in Exhibit "B" SC-8 by which SUBCONTRACTOR is required to commence construction Works on site.

1.4. "CONTRACTOR" means the joint venture between Bechtel International, Inc. and Enka Insaat ve Sanayi A.S., also referred to as Bechtel Enka General Partnership (BEGP) as set out in the Subcontracts Form of Agreement, and all of its authorized representatives acting in their professional capacities.

1.5. "Design Team" means, collectively, CONTRACTOR, SUBCONTRACTOR and any other Sub-tier appointed by CONTRACTOR to perform design services in relations to the Project.

1.6. "Defect" means Work that does not comply with the requirements established by this Subcontract.

1.7. "Final Acceptance" means the date stated in the certificate of Final Acceptance issued by CONTRACTOR pursuant to the General Condition titled "ACCEPTANCE AND COMPLETION"

1.8. "Fit for Purpose" means that the Work is (i) fit for the intended purpose set out in this Subcontract or reasonably inferable from it; and (ii) sufficient to allow the Project as a whole to achieve commercial operation and meet all requirements of EMPLOYER under Prime Contract.

1.9. "Effective Date" shall mean the effective date of this Subcontract as set out in the Subcontract Forms of Agreement.

1.10. "EMPLOYER" means the Ministry of Infrastructure on behalf of the Government of The Republic of Kosovo and its authorized representatives and successors in interest.

1.11. "Employer's Representative" means the entity appointed by the EMPLOYER in accordance with the Prime Contract to act on its behalf to supervise the execution of the Prime Contract.

1.12. "Indemnified Parties" means CONTRACTOR, each member of the joint venture between Bechtel International, Inc. and Enka Insaat ve Sanayi A.S., and their respective subsidiaries and affiliates and the officers, directors, agents, employees, successors and assigns and authorized representatives of each of the foregoing.

1.13. "Jobsite" or "Site" means the land and places on which, in which, under which or across which the Work shall be executed and any other lands or places which CONCTRACTOR may make available for the purposes of this Subcontract, and also any other places specified by the Subcontract as part of the Site.

1.14. "Key Staff" means the SUBCONTRACTOR's personnel as specified Special Condition titled "KEY STAFF".

1.15. "Liabilities" means any and all suits, actions, legal or administrative proceedings claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses of whatsoever nature.

1.16. "Party" or "party" means CONTRACTOR or SUBCONTRACTOR, and "Parties" or "parties" means both of them.

1.17. "Project" means the design and construction of Route 6 Prishtine – Hani i Elezit Motorway Project for EMPLOYER located at the Republic of Kosovo, for which the Work under this Subcontract is being performed.

1.18. "Prime Contract" means the contract between EMPLOYER and CONTRACTOR for the design and construction of Route 6 Prishtine – Hani i Elezit Motorway Project

1.19. "Retainage" has the meaning set out in the Special Condition titled "INVOICING AND PAYMENT"

1.20. "Sub-tier" means a company performing works or providing services for any of the Parties in the Subcontract in relation to the Project at a lower level in the supply chain such as a lower-tier supplier, subcontractor or subconsultant

1.21. "Subcontract" or "subcontract" means this agreement made up of the Subcontract Documents

1.22. "Subcontract Documents" has the meaning set out in the Subcontract Form of Agreement.

1.23. "Subcontract Milestone(s)" means the established completion date(s) set forth in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK", and "time(s) for completion" shall be deemed to be synonymous with Subcontract Milestone(s).

1.24. "Subcontract Schedule" means the Work execution schedule developed and approved pursuant to the Special Condition titled "SUBCONTRACT SCHEDULE".

1.25. "SUBCONTRACTOR" means the entity set out in the Subcontracts Forms of Agreement and all of its authorized representatives, successors, and permitted assigns responsible for the performance of the Work.

1.26. "Technical Specifications" are those set out in the Exhibit "E" – Drawings and Technical Specifications of the Subcontract Documents.

1.27. "Warranty Period" means the period for which SUBCONTRACTOR warrants the Work to CONTRACTOR including any extensions". Warranty Period shall be from Effective Date of this Subcontract to a date twenty-four (24) months after handover to the EMPLOYER of the applicable completed section of Project and shall be extended up to a maximum of an additional twenty-four (24) months for the Works if and to the extent that the Works cannot be used for the purposes for which they were intended by reason of a defect or damage attributable to the SUBCONTRACTOR.

1.28. "Work" means all the stated or implied activities to be performed by SUBCONTRACTOR as required by the Subcontract Documents.

SC-2 INSURANCE

2.1 Unless otherwise specified in this Subcontract, SUBCONTRACTOR shall, at its sole expense, maintain in effect at all times during the performance of the Work insurance coverage, with limits not less than those set forth below with insurers rated by A.M. Best Company no less than A-VII or equivalent S&P rating of BBB, and under forms of policies satisfactory to CONTRACTOR.

2.2 SUBCONTRACTOR shall deliver to CONTRACTOR no later than twenty (20) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, certificates of insurance and endorsements as evidence the insurance coverage required herein. Certificates of Insurance shall demonstrate SUBCONTRACTOR's insurance policies contain the minimum limits and coverage set forth in this clause. SUBCONTRACTOR shall also provide a copy of additional insured and waiver of subrogation endorsements for all applicable policies of insurance.

SUBCONTRACTOR shall deliver to CONTRACTOR thirty (30) calendar days advance written notice prior to cancellation, termination or material alteration of said policies of insurance. Certificates shall identify on their face the project name and the applicable Subcontract number.

2.3 Insurance Coverage:

(1) Workers' Compensation / Social Security as required by any applicable law or regulation.

(2) Personal Accident insurance in respect of SUBCONTRACTOR'S Employees with benefits of not less than €10,000.00 per person.

The above policies shall include an insurer's waiver of subrogation in favor of the CONTRACTOR, EMPLOYER and the Employer's Representative, and each of their parents, subsidiaries and affiliates, and the officers, directors and employees.

(3) Commercial General Liability Insurance for the SUBCONTRACTOR's off-site activities written on an occurrence form with limits of liability for bodily injury, property damage and personal injury of not less than €5,000,000 per occurrence.

To the extent coverage is afforded to SUBCONTRACTOR under this policy, such policy shall include CONTRACTOR, its subsidiaries and affiliates, and the officers, directors, and employees of the foregoing each as additional insureds, but only with respect to Liabilities arising out of operations for CONTRACTOR by or for the SUBCONTRACTOR. Such coverage shall be primary as respects any other insurance maintained by or for the additional insureds and shall include a separation of insureds clause. Such insurance shall be an occurrence policy form, not a claims made form, and shall contain an insurer's waiver of subrogation in favor of the additional insureds.

(4) Automobile Liability (Owned, hired and non-owned) with limits of liability for bodily injury or property damage as required by Applicable Laws.
This policy of insurance is a requirement only in the event the SUBCONTRACTOR will operate or have control of motor vehicles within the Republic of Kosovo.

(5) Professional Liability/Errors and Omissions Insurance covering professional negligent acts, errors or omissions of the SUBCONTRACTOR with a limit of not less than €5,000,000 any one occurrence and in the annual aggregate.

This policy shall apply to the indemnity agreement in the General Condition titled "INDEMNITY" and shall be maintained for five (5) years following the issuance of the Certificate of Final Acceptance, defined under General Condition 19 titled "FINAL INSPECTION AND ACCEPTANCE".

(6) Construction Tools and Equipment Insurance covering loss or damage to any equipment, tools or other property of SUBCONTRACTOR or property under its control which are used in SUBCONTRACTOR's operations hereunder. Such insurance shall include an insurer's waiver of subrogation in favor of in favor of the CONTRACTOR, EMPLOYER and the Employer's Representative, and each of their parents, subsidiaries and affiliates, and the officers, directors and employees. SUBCONTRACTOR waives any and all rights of recovery against in favor of the CONTRACTOR, EMPLOYER and the Employer's Representative, and each of their parents, subsidiaries and affiliates, and the officers, directors and employees for any loss or damage to such equipment, tools or property.

2.4 Related Obligations:

(1) The requirements contained herein as to types and limits, as well as CONTRACTOR's approval of insurance coverage to be maintained by SUBCONTRACTOR, are not intended to and shall not in any manner limit or qualify

the liabilities and obligations assumed by SUBCONTRACTOR under this Subcontract. SUBCONTRACTOR shall require each of its Sub-tiers to comply with all insurance requirements appropriate for its scope of Work, and any deficiency shall not relieve SUBCONTRACTOR of its responsibility herein. Upon written request, SUBCONTRACTOR shall provide CONTRACTOR with complete, copies of all required insurance policies, and/or copies of its Sub-tiers' certificates of insurance.

(2) CONTRACTOR shall have no duty to advise SUBCONTRACTOR in the event SUBCONTRACTOR's insurance does not comply with the requirements of this Subcontract. If SUBCONTRACTOR fails to procure and maintain all the insurance coverage required by this clause, SUBCONTRACTOR shall indemnify and hold harmless Indemnified Parties from and against all Liabilities that would have been covered by such insurance had SUBCONTRACTOR complied with its obligations herein.

2.6 CONTRACTOR Furnished Insurance

(1) Neither CONTRACTOR nor EMPLOYER is maintaining any insurance on behalf of SUBCONTRACTOR including insurance covering against loss or damage to the Work or to any other property of SUBCONTRACTOR unless otherwise specifically stated herein.

(2) In relation to the SUBCONTRACTOR's onsite activities, CONTRACTOR is providing the following insurance:

a. Construction All Risks insurance on all labor and all materials, equipment and supplies which are to become a permanent part of the Project, while awaiting installation or erection and until completion of such installation, erection and alteration. SUBCONTRACTOR shall be named as additional insured under this coverage, but only as regards SUBCONTRACTOR's Work at the Jobsite and equipment that is properly packaged and in transit. SUBCONTRACTOR shall be responsible for paying the deductible under such policy for loss or damage to labor and materials, equipment or supplies which are to become a permanent part of the Project caused by the negligence or fault of SUBCONTRACTOR or its Sub-tiers or any failure or Defect in the Work.

b. The policy shall include a waiver of insurer's rights of subrogation against all insureds. This insurance is not intended to release or relieve SUBCONTRACTOR of any of SUBCONTRACTOR's obligations or Liabilities under this Subcontract.

c. Third Party Liability insurance under which EMPLOYER, CONTRACTOR and all its Sub-tiers involved with the Work will be named, unnamed or additional insureds, with limits of not less than €5,000,000 per occurrence and with a property damage deductible not to exceed €5,000.

d. The desired limit, umbrella, or excess liability insurance may be used. Coverage under this policy shall be maintained for completed operations hazards on an ongoing basis for a period of twenty-four (24) months following completion of the Project.

2.7 Notifications.

In accordance with the submittal requirements set forth above, SUBCONTRACTOR shall deliver the original and one (1) copy of the certificate(s) of insurance and endorsements required by this clause and all subsequent notices of cancellation, termination and material alteration of such policies to:

Bechtel Enka General Partnership Campus
Ferizaj-Gjilan road 3. Km, Sojevo Village
Ferizaj, Kosovo

Attention: Subcontracts Department
Reference: Subcontract No. 25939-ST1-SA-SOSC-00040

2.8 Non-Waiver.

CONTRACTOR's acceptance of any evidence of insurance, including any certificate of insurance, shall not: (i) constitute acceptance of the adequacy of SUBCONTRACTOR's insurance coverage, (ii) imply that any insurance coverage provided by SUBCONTRACTOR complies with the requirements of this Subcontract, (iii) be deemed as a modification of any of SUBCONTRACTOR'S requirements in the Subcontract, or (iv) waive CONTRACTOR's or EMPLOYER's rights to enforce any of SUBCONTRACTOR's requirements in this Subcontract, including the requirements concerning insurance coverage amounts, insurance terms and conditions and qualifications of insurance companies.

SC-3 CONTRACTOR-FURNISHED DRAWINGS AND SPECIFICATIONS

3.1 CONTRACTOR may have furnished to SUBCONTRACTOR, as part of this Subcontract, design criteria, specifications, concept drawings and data, Implemenation Documents (collectively "Contractor-Furnished Drawings"), necessary to provide the basis (minimum requirements) upon which SUBCONTRACTOR shall design, engineer and execute the Work. SUBCONTRACTOR shall review the Contractor-Furnished Drawings upon receipt, and pursuant to the General Condition titled "SUBCONTRACT IMPLEMENTATION AND INTERPRETATION", SUBCONTRACTOR shall immediately notify CONTRACTOR in writing of any errors, inconsistencies or omissions SUBCONTRACTOR discovers in such documents. Any such errors, inconsistencies or omissions or any misdescription of Work, shall not relieve SUBCONTRACTOR from performing such portion of the Work as if it were fully and correctly set forth and described therein as manifestly necessary to carry out the intent thereof and to perform as is customary for such portion of the Work. SUBCONTRACTOR shall seek clarification and obtain approval from CONTRACTOR for any deviation from the Contractor-Furnished Drawings prior to incorporating such deviation into the Work.

3.2 SUBCONTRACTOR shall perform Work only in accordance with the "Issued for Construction" (IFC) drawings and any subsequent revisions thereto submitted by SUBCONTRACTOR in accordance with the Subcontract and reviewed and confirmed approved by CONTRACTOR via a written letter to SUBCONTRACTOR in accordance with the Design Deliverable Review Process set out in the Exhibit "D" Schedule 2 titled "Design Deliverable Review Process". CONTRACTOR's review and approved of submissions shall not relieve SUBCONTRACTOR from its obligations to comply with the Subcontract. SUBCONTRACTOR shall maintain at the Jobsite a copy of all approved drawings and any Subcontract requirements, kept current with all changes and modifications. SUBCONTRACTOR shall make this copy available for review to CONTRACTOR, EMPLOYER or Employer's Representative at their request.

3.3 Any Contractor-Furnished Drawings marked as "Reference" or "Information" drawings or similar, whether included in the Subcontract Documents or otherwise provided to SUBCONTRACTOR are for the SUBCONTRACTOR's reference only. Prior to using any information shown thereon for the Work, SUBCONTRACTOR shall verify the correctness and completeness of such information, and make any necessary additional data collection, surveys or investigations at SUBCONTRACTOR's cost.

SC-4 NOT USED

SC-5 MATERIALS AND EQUIPMENT PROVIDED BY CONTRACTOR

5.1 CONTRACTOR will furnish to SUBCONTRACTOR the materials and equipment listed in Exhibit "C" to be incorporated into or used in performance of the Work under this Subcontract at the specified rates set out in Exhibit "C", provided that SUBCONTRACTOR shall, at its expense, accept delivery thereof, load, unload, transport to points of use, and care for such items until final disposition thereof. At time of acceptance of any such item from CONTRACTOR, SUBCONTRACTOR shall sign a receipt therefore. Signing of such receipt without reservation therein shall preclude any subsequent claim by SUBCONTRACTOR that any such items were received from CONTRACTOR in a damaged condition and with shortages. If at any time after acceptance of any such item from CONTRACTOR any such

item is damaged, lost, stolen or destroyed, such item shall be repaired or replaced at the expense of SUBCONTRACTOR.

5.2 Items required to be replaced may, at its option, be furnished by CONTRACTOR. Upon completion of all the Work under this Subcontract, SUBCONTRACTOR shall, at its expense, return all surplus and unused items to CONTRACTOR'S designated warehouse or Jobsite storage area.

5.3 SUBCONTRACTOR shall request said materials from CONTRACTOR in a timely manner as to avoid any delay in the progress of the Work

SC-6 CONTRACTOR-FURNISHED PERMITS

6.1 The General Condition titled "PERMITS AND TAXES" notwithstanding, CONTRACTOR will without cost to SUBCONTRACTOR, furnish the permits listed below; however, SUBCONTRACTOR shall, as necessary, provide CONTRACTOR and OWNER with assistance in obtaining such permits. SUBCONTRACTOR shall, in accordance with said General Condition titled "PERMITS AND TAXES", provide all other permits. All such CONTRACTOR-furnished permits are available for examination at the project office of CONTRACTOR during regular business hours.

6.2 Permits to be furnished by CONTRACTOR:

(1) Construction Permit
(2) Environmental Consent

SC-7 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

7.1 Review and permission to proceed by CONTRACTOR as stated in this Special Condition does not constitute acceptance or approval of the materials and documents developed or selected by SUBCONTRACTOR and any approval by CONTRACTOR shall only constitute permission to proceed and shall not relieve the SUBCONTRACTOR from its obligations under the Subcontract nor shall such approval create any CONTRACTOR or EMPLOYER responsibility for the accuracy of such materials and documents.

7.2 SUBCONTRACTOR's design, drawings, specifications, samples, certificates and data shall be submitted as set forth below.

(1) Design Deliverable Submittals

(a) All Design Deliverables shall be submitted by and at the expense of SUBCONTRACTOR allowing necessary time for review and acceptance of the each Design Deliverable both by CONTRACTOR and Employer's Representative, taking consideration of the review cycles below and process outlined in the Schedule 2 titled "Design Deliverable Review Process".

(b) CONTRACTOR shall have at least fifteen (15) calendar days from the day that SUBCONTRACTOR submits the Design Deliverable for review before it submits the package for the review of Employer's Representative, unless it provides SUBCONTRACTOR with review comments by means of a Document Review Comment Sheet (DRCS). If CONTRACTOR provides SUBCONTRACTOR with review comments, SUBCONTRACTOR shall then revise Design Deliverable incorporating comments and resubmit within ten (10) calendar days.

(c) Following the review by CONTRACTOR and incorporation of any comments by SUBCONTRACTOR, Design Deliverables shall be submitted to the Employer's Representative for its review and approval. SUBCONTRACTOR shall allow twenty one (21) days for the Employer's Representative to complete its review. Any comments from the Employer's Representative will be communicated to the SUBCONTRACTOR by CONTRACTOR, and SUBCONTRACTOR shall have ten (10) working days to address these comments.

(d) Design Deliverables shall be deemed approved only after both CONTRACTOR and Employer's Representative approves them and upon written confirmation by CONTRACTOR.

(2) Design, Drawings and Specifications

(a) SUBCONTRACTOR shall prepare its design, drawings, and specifications using the technical specifications and documents and drawings listed as part of the Subcontract Documents as a basis. Construction (including ordering of permanent materials or equipment) will not commence until SUBCONTRACTOR has obtained from CONTRACTOR review and approval of those drawings, which show the construction proposed by SUBCONTRACTOR and are Issued for Construction.

(b) SUBCONTRACTOR shall complete its design in phases as indicated in the Subcontract Schedule submitted in accordance with the Special Condition titled "SUBCONTRACT SCHEDULE". The information submitted for each phase of the design must contain sufficient detail on the other phases to permit comprehensive review of the proposed design.

(c) When required by CONTRACTOR, SUBCONTRACTOR shall, without charge, provide qualified technical personnel to participate in on-site design reviews.

(d) CONTRACTOR will review the design as it is completed and shall transmit comments to the SUBCONTRACTOR. SUBCONTRACTOR shall promptly resolve these comments and resubmit the documents. On resubmittal, SUBCONTRACTOR shall direct specific attention, in writing, to revisions other than those proposed by CONTRACTOR on the previous submittal.

(e) When the drawings and specifications have been satisfactorily completed, SUBCONTRACTOR shall carry out fabrication, manufacture or construction in accordance therewith and shall make no further changes therein except upon review by and written approval from CONTRACTOR.

(f) Design drawings shall be submitted as specified in 7.3 (1) above.

(3) Construction Drawings

(a) SUBCONTRACTOR shall prepare complete construction drawings necessary to execute the Work and shall be fully responsible for the coordination of all elements of the detail design so that full details are shown on its construction drawings to permit SUBCONTRACTOR to order its equipment and materials and for its field forces to construct the facilities covered in the Subcontract.

(b) For the purpose of this clause, construction drawings shall include those prepared for the construction of permanent facilities as well as temporary structures such as temporary bulkheads, excavation support, ground water control systems, and for such other temporary work as may be required for construction.

(c) Construction drawings shall be submitted as specified in 7.3 (1) above.

(4) Shop Drawings

(a) Shop drawings shall be complete and detailed. For the purpose of this clause, shop drawings shall include but not be limited to detail design; detail, fabrication, assembly, erection and setting drawings; schedule drawings; manufacturer's scale drawings; wiring and control diagrams; cuts or entire catalogs, pamphlets, and descriptive literature; and performance and test data.

(b) Shop drawings shall be checked and coordinated by the SUBCONTRACTOR with the work of all disciplines involved before they are submitted to CONTRACTOR and SUBCONTRACTOR'S approval seal shall provide evidence of such checking and coordination.

(c) Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number clearly indicated. If reference drawing numbers are used, the review data of such drawings shall be included. The sequence of submission of all drawings shall be such that all information is available for reviewing each drawing when it is received.

(d) Shop drawings shall be submitted as specified in 7.3 (1) above.

(5) Samples

(a) Where samples are required, they shall be submitted by and at the expense of SUBCONTRACTOR. Such submittals shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such samples are needed for incorporation into the Work. Samples shall be subject to review and materials represented by such samples shall not be manufactured, delivered to the Jobsite or incorporated into the Work without such review.

(b) Each sample shall bear a label showing SUBCONTRACTOR's name, Project name, Subcontract number, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number, all as applicable.

(c) Samples, which have been reviewed, may, at CONTRACTOR'S option, be returned to SUBCONTRACTOR for incorporation into the Work.

(6) Certificates and Data

(a) Where certificates are required, four (4) copies of each such certificate shall be submitted by and at the expense of SUBCONTRACTOR. Such submittal shall be made not less than thirty (30) calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the Work. Certificates shall be subject to review and material represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without such review.

(b) Certificates shall clearly identify the material being certified and shall include but not be limited to providing the following information: SUBCONTRACTOR's name, Project name, Subcontract number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

(c) All other data shall be submitted as required by the Subcontract Documents.

(7) SUBCONTRACTOR Furnished Manuals and Spare Parts Lists

(a) The SUBCONTRACTOR shall prepare and submit to the COTNRACTOR operation and maintenance manuals and spare parts lists, delineating quantity, manufacturer, and manufacturer part number, in accordance with the requirements of the Subcontract Documents.

(8) As-Built Drawings and Specifications

(a) Drawings:

(a1) Progress As-Builts: During construction, SUBCONTRACTOR shall keep a current marked-up controlled set of as-built drawings on the Jobsite as an

accurate record of all deviations between work as shown and work as installed. These drawings shall be available to CONTRACTOR and EMPLOYER for inspection at any time during regular business hours.

(a2) Final As-Builts: In addition to as-built drawings that may be required for construction turnover, SUBCONTRACTOR shall at its expense prior to Final Acceptance furnish to CONTRACTOR in electronic CAD format and hardcopies three (3) complete sets of signed marked-up as-built reproducible drawings with "AS-BUILT" clearly printed on each sheet. SUBCONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts to final as-builts. As-built drawings shall be provided where specified and as required to reflect as-built conditions.

(b) Endorsement:

(b1) SUBCONTRACTOR shall sign each final as-built drawing and shall note thereon that the recording of deviations and annotations is complete and accurate.

(9) Requests for Information

(a) SUBCONTRACTOR shall promptly submit a Request For Information (RFI) to CONTRACTOR in the following cases:

(a1) if SUBCONTRACTOR is unable to understand technical documents provided to SUBCONTRACTOR by or on behalf of CONTRACTOR or EMPLOYER or otherwise has a query on a technical matter;

(a2) if SUBCONTRACTOR discovers or perceives an ambiguity, error or omission in any of such technical documents;

(a3) if SUBCONTRACTOR discovers or perceives a conflict or discrepancy within any of such technical documents; or

(a4) if SUBCONTRACTOR has a proposal for alternate or substitute material or an alternative method that would not adversely affect safety, quality, cost or schedule.

(b) Each RFI shall be accompanied by appropriate supporting documentation.

(c) SUBCONTRACTOR shall only enter one subject per RFI. An RFI may be identified as applicable to multiple components, systems or commodities.

(10) Field Change Documents

(a) A Field Change Request (FCR) is a document used to request a field change from CONTRACTOR that may affect the original design intent and requires approval by CONTRACTOR prior to implementation.

(b) If SUBCONTRACTOR wishes to deviate from any Subcontract technical requirement or any drawing or other document previously approved by CONTRACTOR, SUBCONTRACTOR shall seek CONTRACTOR's approval prior to commencing work by submitting an FCR to CONTRACTOR. Such FCR shall be accompanied by appropriate supporting documentation..

(c) SUBCONTRACTOR shall only enter one subject per FCR. However, an FCR may be identified as applicable to multiple components, systems or commodities. In no case shall an FCR be used to indicate potential or actual non-compliance with project drawings, specifications, regulatory, code or legal requirements.

(d) Work incorporating the change shall not proceed until the FCR has been approved by the CONTRACTOR.

SC-8 COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK

8.1 SUBCONTRACTOR shall complete the Work under the Subcontract to meet the following Subcontract Milestone dates:

Bridge No / Milestone No	Subcontract Milestone	Milestone Date
B403 / 01	Construction Works Commencement Date	11-Sep-17
B403 / 02	Completion and Acceptance of Sub-Structure Design - Implementation Design	20-Sep-17
B403 / 03	Completion and Acceptance of Super-Structure Design - Implementation Design	10-Nov-17
B403 / 04	Piling Start Date	11-Sep-17
B403 / 05	Right Hand Side (RHS) Piling Completion	21-Dec-17
B403 / 06	Left Hand Side (LHS) Piling Completion	22-Dec-17
B403 / 07	RHS Foundation Completion	27-Dec-17
B403 / 08	LHS Foundation Completion	27-Dec-17
B403 / 09	RHS Elevation Completion - including pier head installation	25-Jan-18
B403 / 10	LHS Elevation Completion - including pier head installation	27-Jan-18
B403 / 11	Precast Pier Head Production Completion	-
B403 / 12	Precast Beam Production Start	3-Feb-18
B403 / 13	Precast Beam Production Completion	26-Mar-18
B403 / 14	Precast Beam Installation Start	4-Feb-18
B403 / 15	Precast Beam Installation Completion	27-Mar-18
B403 / 16	Completion of first carriageway (RHS)of the bridge to allow usage of bridge for traffic	3-Apr-18
B403 / 17	Completion of second carriageway (LHS) of the bridge to allow usage of bridge for traffic	3-Apr-18
B403 / 18	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	2-Jun-18

In addition to the Subcontract Milestones, SUBCONTRACTOR's schedule shall comply with following completion percentages of physical works for following activities:

No.	Progress to be achieved until 31 December 2017	B405
1	Piling Works	42%
2	Foundation Works	8%
3	Elevation and Pier Head Works	0%
4	Precast Pier Head Production Works	0%
5	Precast Beam Production Works	0%

6	Precast Beam Installation Works	0%
7	Deck Slab Concrete Works	0%

8.2 SUBCONTRACTOR shall give CONTRACTOR full information in advance as to its plans for performing each part of the Work. If at any time, SUBCONTRACTOR's actual progress is inadequate to meet the requirements of this Subcontract, CONTRACTOR may notify SUBCONTRACTOR to take such steps as may be necessary to improve its progress, and require SUBCONTRACTOR to submit a written recovery plan that will ensure SUBCONTRACTOR's compliance with the requirements of this Subcontract. If, within a reasonable period as determined by CONTRACTOR, SUBCONTRACTOR does not improve performance to meet the Subcontract Milestones set forth above, CONTRACTOR may require an increase in SUBCONTRACTOR'S labor force, the number of shifts, overtime operations, additional days of work per week, expedited shipment(s) of equipment and materials, and an increase in the amount of construction plant and equipment, all without additional cost to CONTRACTOR. Neither such notice nor CONTRACTOR'S failure to issue such notice shall relieve SUBCONTRACTOR of its obligation to achieve the quality of work and rate of progress required by this Subcontract.

8.3 Noncompliance with CONTRACTOR's instructions shall be grounds for CONTRACTOR's determination that SUBCONTRACTOR is not prosecuting the Work with such diligence as will assure completion within the times specified. Upon such determination, CONTRACTOR may terminate this Subcontract pursuant to the General Condition titled "TERMINATION FOR DEFAULT".

SC-9 SUBCONTRACT SCHEDULE

9.1 SUBCONTRACTOR shall, within thirty (30) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, submit to CONTRACTOR for its written approval a Subcontract Schedule. The schedule shall consist of a precedence network diagram using the critical path method (CPM) to show each individual essential activity in sequence to meet the Subcontract Milestones of the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK", and align with SUBCONTACTOR's high-level preliminary schedule attached to the Subcontract as Appendix B-4. The diagram shall show durations and dependencies including off-Jobsite activities such as design, fabrication of equipment, procurement, delivery of materials, and items to be furnished by CONTRACTOR. It shall show total float and free-float times. Float shall not be considered to be for the exclusive benefit of either CONTRACTOR or SUBCONTRACTOR. Extensions of time for performance permitted under other Subcontract clauses shall be made only to the extent that equitable time adjustments for affected activities exceed the total float available along their paths.

9.2 The activity listing shall, at minimum, show the following information for each activity on the diagram:

- Identification by node or activity number;
- Description of the task or event;
- Duration;
- Personnel by craft;
- Equipment;
- Earliest start and finish dates; and
- Latest start and finish dates.

9.3 The Subcontract Schedule shall comply with all of the following requirements:

(1) The Subcontract Schedule shall in the form of the computerized Critical Path Method (CPM) networks developed using the Precedence Diagramming Method (PDM), and submitted in both hard copy and electronic data format;

(2) The Subcontract Schedule shall be developed in Microsoft Project;

(3) A standard Gregorian calendar shall be used for planning and execution of the Works;

(4) The Subcontract Schedule shall include details of the SUBCONTRACTOR's allowance for public holidays and non-work periods. The Milestone dates shall be based on calendar days, not work days;

(5) The Subcontract Schedule shall be fully resource loaded as appropriate or as required by CONTRACTOR, covering all stages and aspects of the Subcontract and shall include, but not be limited to:

(a) Major manpower for both design and installation;
(b) Number of items of SUBCONTRACTOR's plant and equipment;
(c) Number of drawings and other design deliverables;
(d) Quantities of the principal components or parts; and
(e) Quantities of the principal bulk materials.

9.4 In addition SUBCONTRACTOR shall submit a complementary and detailed narrative description of its plan for performing the Work. The narrative description shall summarize equipment and personnel requirements by craft to complete a resource loaded schedule.

9.5 SUBCONTRACTOR shall promptly inform CONTRACTOR of any proposed change in the schedule and narrative and shall furnish CONTRACTOR with a revised schedule and narrative within ten (10) calendar days after approval by CONTRACTOR of such change. The schedule and narrative shall be kept up to date, taking into account the actual work progress and shall be revised every thirty (30) calendar days unless otherwise agreed by CONTRACTOR. The revised schedule and narrative shall, as determined by CONTRACTOR, be sufficient to meet the requirements for completion of any separable part and all of the Work as set forth in this Subcontract.

9.6 CONTRACTOR, at any time, may instruct SUBCONTRACTOR to submit a revised program and supporting report describing the revised methods which the SUBCONTRACTOR proposes to adopt in order to expedite progress and complete Works, achieving Subcontract Milestones set out under SC-8.

9.7 Throughout performance of the Work, SUBCONTRACTOR shall participate in progress and coordination meetings as required by CONTRACTOR and shall submit to CONTRACTOR periodic reports on the actual progress. Such progress reports shall include the following:

(1) <u>Design and Engineering Services</u>:

(a) Weekly Drawing Release Schedule;

(b) Weekly Specification Development Schedule;

(c) Weekly Material Requisition (MR) Release Schedule; and

(e) Weekly Progress Report

(2) <u>Procurement and Material Delivery</u>:

(a) Weekly Status of Delivery Schedules;

(b) Monthly Equipment Inspection Summary.

(c) Monthly Purchase Order and Subcontract Award Schedule(s).

(3) <u>Construction</u>:

(a) Monthly — A copy of the Subcontract Schedule showing actual progress to date for the major parts of the Work, as compared to planned progress;

(b) Weekly — A rolling four-week schedule showing one week actual progress and a three-week look-ahead forecast. Variation from approved schedules and plans shall be noted and rationalized;

(c) Weekly — A weekly report of quantities installed versus total quantities on items of the Work selected by CONTRACTOR;

(d) Weekly — An exception report detailing all components that are in delay. This report shall be annotated with the reasons for the delay and indicate what actions SUBCONTRACTOR is taking to recover the time lost;

(e) Monthly — A report detailing the number of each class of SUBCONTRACTOR's personnel and of each type of SUBCONTRACTOR's equipment on Site; and

(f) Daily — A daily force report listing all personnel by craft and non-manual and work assignment, and construction facilities and plant and equipment utilized in the Work.

9.8 The first monthly progress reports mentioned above shall cover the period up to the end of the first calendar month following the Effective Date and all monthly report submissions shall be made within two (2) days after the last day of the period to which they relate. All schedules and reports shall be furnished in hardcopy and/or electronic files as specified by CONTRACTOR.

SC-10 TEMPORARY ACCESS AND HAUL ROADS

10.1 CONTRACTOR shall at its expense, construct and maintain temporary access and haul roads as may be reasonably necessary for the proper performance of the Works. CONTRACTOR and SUBCONTRACTOR shall agree on proposed roads prior to road construction.

SC-11 SAFETY AND HEALTH REQUIREMENTS

11.1 SUBCONTRACTOR shall be solely responsible for conducting operations under this Subcontract to avoid risk of harm to the health and safety of persons and property and for inspecting and monitoring all equipment, materials and work practices used in the Work to ensure compliance with its obligations under this Subcontract.

11.2 Within thirty (30) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, SUBCONTRACTOR shall submit a written Safety and Health (S&H) Plan to CONTRACTOR for review and approval.

11.3 SUBCONTRACTOR'S S&H Plan shall as a minimum conform and comply with:

(1) All Applicable Laws governing safety and health in the workplace, including but not limited to compliance with applicable permits, project plans and approvals;

(2) SUBCONTRACTOR's specific Scope of Work under this Subcontract;

(3) EMPLOYER's S&H Plan, including revisions thereto; and

(4) CONTRACTOR's Environmental, Safety and Health (ES&H) Plan provided in the Appendix B-1 titled "CONTRACTOR's Environmental Safety and Health Plan" of this Subcontract, including revisions thereto.

11.4 To the extent allowed by law, SUBCONTRACTOR shall assume all responsibility and Liabilities with respect to all matters regarding the safety and health of its employees and the employees of SUBCONTRACTOR's Sub-tiers, with respect to the Work.

11.5 SUBCONTRACTOR's failure to correct any unsafe condition for which SUBCONTRACTOR is responsible, or any unsafe act committed by SUBCONTRACTOR or its Sub-tiers will entitle CONTRACTOR to stop the affected portion of the Work or operations until the unsafe act or condition is corrected to CONTRACTOR'S satisfaction. All corrective actions shall be at SUBCONTRACTOR's expense. SUBCONTRACTOR shall not be entitled to any adjustment to its compensation or time to perform the Work on account of any resulting suspension or corrective actions.

11.6 If the unsafe act or condition continues despite notice and reasonable opportunity to affect a resolution, CONTRACTOR may, at its sole discretion, correct the unsafe act or condition at SUBCONTRACTOR'S expense pursuant to the General Condition titled "BACKCHARGES" or terminate this Subcontract pursuant to the General Condition titled "TERMINATION FOR DEFAULT". Resolution will require immediate action in the case of an emergency and/or incident or condition endangering life or property or in a situation where any portion of the Project or EMPLOYER's property has ceased operation or is materially and/or adversely affected in its operation.

11.7 SUBCONTRACTOR shall assign to the Jobsite one (or more as necessary for compliance with the terms of this clause) safety representative(s) acceptable to CONTRACTOR. Such safety representative(s) shall be physically located at the Jobsite, shall have authority to correct unsafe acts or conditions and shall participate in periodic safety meetings with CONTRACTOR. SUBCONTRACTOR shall instruct its personnel on the requirements of SUBCONTRACTOR'S S&H Plan and coordinate with other Jobsite contractors and subcontractors on safety matters required for the Work.

11.8 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall furnish all safety equipment required for the Work, require the use of such safety equipment, and provide applicable safety instructions and training to its employees. All safety equipment must be manufactured to a standard acceptable to CONTRACTOR.

11.9 SUBCONTRACTOR shall maintain accident and injury records as required by Applicable Laws. Such records will be made available to CONTRACTOR upon request. SUBCONTRACTOR shall furnish CONTRACTOR with a weekly and monthly summary of accidents, injuries, and labor hours lost to work related injuries/illnesses of its employees and employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier, in a form and format designated by CONTRACTOR.

11.10 SUBCONTRACTOR shall immediately report to CONTRACTOR any death, injury or damage to property incurred or caused by SUBCONTRACTOR'S employees and employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier.

SC-12 NOT USED

SC-13 PERFORMANCE AND PAYMENT SECURITIES

13.1 Unless expressly waived by CONTRACTOR, SUBCONTRACTOR shall, within twenty (20) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of the first invoice, SUBCONTRACTOR furnish to CONTRACTOR the following security:

(1) An unconditional and irrevocable Performance Bond or equivalent on-demand instrument for performance of the Work under this Subcontract. Such security shall be in an amount equal to five percent (5%) of the Subcontract value until Final Acceptance and which shall then be reduced to two and a half percent (2.5%) until expiration of the warranty period specified in the General Condition titled "WARRANTY". Subject to the satisfactory completion of all Subcontract obligations and the warranty period, CONTRACTOR will return any still valid security to

SUBCONTRACTOR.

13.2 SUBCONTRACTOR shall, also furnish to CONTRACTOR, prior to CONTRACTOR's advance payment in accordance with Article 3 of Exhibit "C" titled "ADVANCE PAYMENT", the following security:

(1). An unconditional and irrevocable Advance Payment Bond or equivalent on-demand instruments in an amount equal to one hundred percent (100%) of the advance payment value. Such Bank Guarantee to be returned upon repayment of the advance as specified in Exhibit "C".

13.3 Such securities shall be issued in a form and by a first class financial institution acceptable to CONTRACTOR. SUBCONTRACTOR shall have such securities modified to account for all Subcontract changes including those made pursuant to the General Condition titled "CHANGES" modifying scope, Subcontract price, and schedule acceleration or deceleration.

SC-14 MEASUREMENT FOR PAYMENT

14.1 Compensation will be made on a monthly basis, proportionally against the percentage complete of each pay item against the schedule of pay items set forth in Exhibit "C", and in accordance with the applicable measurement for payment provisions specified.

14.2 Written monthly estimates shall be prepared by SUBCONTRACTOR for CONTRACTOR's approval covering the amount and value of work satisfactorily performed by SUBCONTRACTOR up to the date of such estimate and projected out to the end of the invoiced period. Such estimate may be made by strict measurement, or by estimate, or partly by one method and partly by the other. Estimates shall not include materials or equipment not incorporated or projected for incorporation into the Work. The quantity of work to be paid for any pay item shall be number of CONTRACTOR approved units of work satisfactorily completed in accordance with the specified unit measurement for payment provisions of this Subcontract.

14.3 Estimated Total Quantities defined in Exhibit "C" shall be adjusted per the quantities established by Implementation Design, and if required, by agreement between the Parties from time to time to take account of design progress and/or quantity corrections (not arising from a Change). Such adjustments to the Estimated Total Quantities do not result in an adjustment to the Subcontract Price.

14.4 SUBCONTRACTOR shall make all surveys necessary for determining all quantities of work to be paid under this Subcontract. Copies of field notes, computations and other records made by SUBCONTRACTOR for the purpose of determining quantities shall be furnished to CONTRACTOR upon request. SUBCONTRACTOR shall notify CONTRACTOR prior to the time such surveys are made. CONTRACTOR, at its sole discretion, may witness and verify such surveys. Measurements and computations shall be made by such methods as CONTRACTOR may consider appropriate for the class of work measured and the estimate of quantities of work completed shall be compatible with the reporting requirements of the Special Condition titled "SUBCONTRACT SCHEDULE". The dividing limits, lines or planes between adjacent items or classes of excavation, concrete, or other types of work where not definitely indicated on the drawings or in the specifications shall be as determined by CONTRACTOR.

14.5 CONTRACTOR shall review SUBCONTRACTOR'S monthly estimate and return an approved copy to SUBCONTRACTOR. Pursuant to the Special Condition titled "INVOICING AND PAYMENT", SUBCONTRACTOR shall prepare and submit to CONTRACTOR invoices in accordance with the approved monthly estimates.

SC-15 INVOICING AND PAYMENT

15.1 SUBCONTRACTOR shall prepare and submit monthly invoices, assuming a cutoff date of twenty sixth (26^{th}) of every month, as follows:

(1) SUBCONTRACTOR submits its monthly interim payment certificate (IPC) for a period from the twenty sixth (26th) of previous month to the twenty sixth (26th) of invoice submission month on the following working day from the cutoff date specified above based on the actual Work performed on Site against each pay item set out in Exhibit "C" and in accordance with the payment provisions of this Subcontract,

(2) CONTRACTOR reviews SUBCONTRACOR's IPC with SUBCONTRACTOR and upon approval returns them for submittal with SUBCONTRACTOR's invoice within twenty five (25) days, and

(3) SUBCONTRACTOR submits its monthly invoice along with a copy of the IPC approved by CONTRACTOR.

15.2 SUBCONTRACTOR shall certify in each invoice that there are no encumbrances against title to the Work (such as liens, charges, security interests or the like), and that all due and payable bills have been paid or are included in the application for payment including taxes due in respect of the Work and its employees.

15.3 Within forty (40) calendar days after receipt of a correct invoice, CONTRACTOR will pay SUBCONTRACTOR hundred percent (100 %) of the approved invoice amount.

15.4 CONTRACTOR may, as a condition precedent to any payment, require SUBCONTRACTOR to submit for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against CONTRACTOR or EMPLOYER arising under or by virtue of this Subcontract. Upon request, SUBCONTRACTOR shall in addition furnish acceptable evidence that all such claims have been satisfied.

15.5 Any amounts otherwise payable under this Subcontract may be withheld, in whole or in part, if:

(1) Any claims are filed against SUBCONTRACTOR by CONTRACTOR, EMPLOYER or third parties;

(2) SUBCONTRACTOR is in material default of any Subcontract condition including, but not limited to, the schedule, quality assurance and health and safety requirements;

(3) SUBCONTRACTOR has not submitted:

(a) Schedules as defined in the Special Condition titled "SUBCONTRACT SCHEDULE",

(b) Proper insurance certificates, or not provided proper coverage or proof thereof, and

(c) Required performance and payment securities

(d) Safety & Health Plan

(e) Environmental Complience Plan

(f) Quality Assurance and Quality Control Plan

(4) Adjustments are due from previous overpayment or audit result; or

(5) Offsets in favor of CONTRACTOR in other transactions are asserted.

(6) Any work has not been approved and/or certified by Employer's Representative.

15.6 CONTRACTOR will pay such withheld payments if SUBCONTRACTOR:

(1) Pays, satisfies or discharges any claim of CONTRACTOR, EMPLOYER, or third parties against SUBCONTRACTOR under or by virtue of this Subcontract; or

(2) Cures all defaults in the performance of this Subcontract.

15.7 If claims filed against SUBCONTRACTOR connected with performance under this Subcontract, for which CONTRACTOR may be held liable if unpaid (e.g., unpaid withholding and back taxes), are not promptly removed by SUBCONTRACTOR after receipt of written notice from CONTRACTOR to do so, CONTRACTOR may remove such claims and deduct all costs in connection with such removal from withheld payments or other monies due, or which may become due, to SUBCONTRACTOR. If the amount of such withheld payment or other monies due SUBCONTRACTOR under this Subcontract is insufficient to meet such costs, or if any claim against SUBCONTRACTOR is discharged by CONTRACTOR after final payment is made, SUBCONTRACTOR and its surety or sureties, if any, shall promptly pay CONTRACTOR all costs incurred thereby regardless of when such claim arose or whether such claim imposed a lien upon the Project or the real property upon which the Project is situated.

15.8 In the event a lien is filed, SUBCONTRACTOR shall remove the lien, or see that it is removed or shall furnish a bond for the full amount thereof within seven (7) calendar days of notice by CONTRACTOR or as otherwise specified by Applicable Laws. Upon SUBCONTRACTOR'S failure to promptly comply with the foregoing requirements CONTRACTOR may remove such liens. SUBCONTRACTOR shall reimburse CONTRACTOR for all costs in connection with the removal of such liens and CONTRACTOR may deduct such costs from payments or other monies due, or which may become due, to SUBCONTRACTOR.

15.9 Upon receipt by SUBCONTRACTOR of CONTRACTOR's written Certificate of Final Acceptance of the Work under this Subcontract, SUBCONTRACTOR shall prepare, as required above, an estimate of all remaining work not invoiced in relation to any of the IPC but satisfactorily completed under this Subcontract. Upon CONTRACTOR's approval of such estimate, SUBCONTRACTOR shall prepare and submit its final invoice in accordance with the approved estimate.

15.10 Unless otherwise specified by Applicable Laws, CONTRACTOR shall, within sixty (60) calendar days following submittal of such final invoice, pay to SUBCONTRACTOR the amount then remaining due, provided that, SUBCONTRACTOR shall have furnished CONTRACTOR and EMPLOYER for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, waivers and releases of all claims against CONTRACTOR or EMPLOYER arising under or by virtue of this Subcontract, except such claims, if any, as may with the consent of CONTRACTOR and EMPLOYER be specifically excepted by SUBCONTRACTOR from the operation of the release in stated amounts to be set forth therein.

15.11 No payments of invoices or portions thereof shall at any time constitute approval or acceptance of any work under this Subcontract, nor be considered a waiver by CONTRACTOR or EMPLOYER of any of the terms of this Subcontract. However, title to all equipment and materials which has vested in CONTRACTOR or EMPLOYER pursuant to the Special Condition, titled "TITLE AND RISK OF LOSS" shall not be part of SUBCONTRACTOR's property or estate, unless otherwise specified by Applicable Law, in the event SUBCONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of SUBCONTRACTOR's insolvency, or if all or any portion of this Subcontract is terminated.

15.12 SUBCONTRACTOR shall submit all invoices in original and two (2) copies to:

Bechtel Enka General Partnership
Pejton ''Mujo Ulqinaku''5/9 4th Floor
Prishtine - Republic of Kosovo
Fiscal No: 600455324
VAT No: 330062133
Business No: 70658755

Attention: Accounts Payable
Reference: Subcontract No. 25939-ST1-SA-SOSC-00040

SC-16 QUALITY ASSURANCE AND QUALITY CONTROL PROGRAM

16.1 Within thirty (30) calendar days after the Effective Date of this Subcontract, but in any event prior to commencing the Work or entering the Jobsite or receiving payment of first invoice, SUBCONTRACTOR shall submit a project specific Quality Assurance and Quality Control Plan for CONTRACTOR's approval, consisting of the following documents or their equivalent as determined by CONTRACTOR:

(1) Valid ISO 9001:2008 Certification

(2) Project specific Quality Assurance and Quality Control Plan for design activities, in compliance with CONTRACTOR's Quality Assurance and Quality Control Plans, and Design Management and Review procedures, ensuring an efficient traceability and control of design review and submittals in compliance with the Project schedule and requirements.

(3) Project specific Quality Assurance and Quality Control Plan for construction activities in compliance with CONTRACTOR's Quality Assurance and Quality Control Plans and Inspection and Test Plan (ITP) requirements for all Works

16.2 The Project specific Quality Assurance and Quality Control Plan shall comply with all ISO 9001:2008 requirements (unless the scope of work justifies exclusion) and address all activities relevant to the Work and shall demonstrate how all work performed by SUBCONTRACTOR will conform to the applicable quality and Subcontract requirements.

16.3 The plan shall define the documented quality system to be applied by SUBCONTRACTOR throughout the Work, in accordance with the requirements of ISO 9001:2008 and make reference to all relevant SUBCONTRACTOR procedures and manuals.

16.3 The plan shall address the interfaces between CONTRACTOR, SUBCONTRACTOR, and other relevant organizational entities. The plan shall include an organization chart showing SUBCONTRACTOR's corporate and Project organization responsible for managing, performing and verifying the Work. The organization chart shall be supported with a reporting and functional description of SUBCONTRACTOR's Project organization and identification of the quality related responsibilities of key positions including a division of authority and responsibilities

16.5 The plan shall be updated as necessary throughout the Subcontract to reflect any changes to SUBCONTRACTOR's documented quality system.

16.6 SUBCONTRACTOR's documented quality system shall provide for the issuance of a "Stop Work" order by SUBCONTRACTOR or CONTRACTOR at any time during the Work, when significant adverse quality trends and/or deviations from the approved Quality Assurance and Quality Control Plan are found.

16.7 SUBCONTRACTOR's failure to adhere to the standards of quality required by this Subcontract shall be deemed to be reasonable grounds for insecurity in which event CONTRACTOR may demand in writing that SUBCONTRACTOR provide adequate assurances of SUBCONTRACTOR's ability to meet said standards. In such event or if, in CONTRACTOR's reasonable opinion, SUBCONTRACTOR's quality standards do not comply with the requirements of this Subcontract, CONTRACTOR's notice may require

SUBCONTRACTOR to provide a written recovery plan showing corrective measures have been implemented to ensure SUBCONTRACTOR's compliance with the quality requirements. If SUBCONTRACTOR does not provide adequate assurance acceptable to CONTRACTOR or remedied the condition to CONTRACTOR's satisfaction within the time period stated in CONTRACTOR's notice, CONTRACTOR may develop and impose a recovery plan on SUBCONTRACTOR. All costs incurred by SUBCONTRACTOR, CONTRACTOR, EMPLOYER and / or Employer's Representative to develop and implement any such recovery plan shall be to the account of SUBCONTRACTOR.

16.8 CONTRACTOR reserves the right to perform Quality Assurance audits of SUBCONTRACTOR's approved Quality Assurance and Quality Control Program, including its Sub-tiers, at any stage of the Work.

16.9 Notwithstanding anything to the contrary above, SUBCONTACTOR shall comply with all the requirements set out in the Appendix B-2 titled "Quality Assurance".

SC-17 TITLE AND RISK OF LOSS

17.1 Where SUBCONTRACTOR fabricates or purchases equipment, materials or other tangible items (Goods) for incorporation into the Work or any of its separate parts, the title of such Goods shall be vested in CONTRACTOR when the first of the following events occurs:

(1) The Goods or part thereof is first identifiable as being appropriated to the Subcontract,

(2) When CONTRACTOR pays for the Goods or part thereof in accordance with the Subcontract, or

(3) When the Goods or part thereof are dispatched to or from SUBCONTRACTOR'S fabrication yard or to the Jobsite.

17.2 However such transfer of title in the Goods will be without prejudice of CONTRACTOR'S right to refuse the Goods in case of non-conformity with the requirements of the Subcontract.

17.3 Irrespective of transfer of title in the Goods, SUBCONTRACTOR shall remain responsible for risk of loss or damage to work in progress and all Goods until Final Acceptance.

17.4 SUBCONTRACTOR shall ensure that the above provisions are imposed upon its Sub-tiers and shall execute all documents and take all steps necessary or required by CONTRACTOR to vest title as CONTRACTOR may direct.

17.5 Title to standard Goods of the type usually bought in bulk such as reinforcement bars, piping materials, non-tagged instruments and instrument installation material, cable and similar items which are not incorporated into the Work shall revert to SUBCONTRACTOR upon agreement by CONTRACTOR that such Goods are not required for the Work.

SC-18 NOT USED

SC-19 NOT USED

SC-20 TRAINING PROGRAM

20.1 SUBCONTRACTOR shall provide the support, resources, documentation, qualified SUBCONTRACTOR or vendor instructors, and time for adequate and effective training.

20.2 Before any SUBCONTRACTOR employees are placed on any worksite, Project required training shall be provided and verified by comprehension testing.

20.3 SUBCONTRACTOR's employees and employees of its Sub-tier(s) shall attend at a minimum CONTRACTOR provided training applicable to Work, listed in Appendix B-3. If any portion of Work require further safety, quality and/or skills enhancements trainings, it is

SUBCONTRACTOR's responsibility to provide such trainings to the employees performing the Work. Documentation of these trainings and comprehension testing shall be maintained and made available to CONTRACTOR.

20.4 SUBCONTRACTOR's training materials shall reflect changes in Applicable Laws and Project requirements.

20.5 SUBCONTRACTOR shall provide S&H Practices Booklets or similar handout(s) to all employees.

20.6 All SUBCONTRACTOR employees shall attend CONTRACTOR's New Employee Orientation. SUBCONTRACTOR shall have a tracking system in place to ensure all employees attend the New Employee Orientations.

20.7 At all times, an authorised and responsible SUBCONTRACTOR employee shall escort and supervise all Project visitors/vendors/delivery personnel.

SC-21 LIQUIDATED DAMAGES

21.1 The Parties hereby agree that the damages which CONTRACTOR will sustain as a result of SUBCONTRACTOR's failure to meet key Subcontract Milestones are difficult or impossible to determine with certainty and, therefore, have in good faith estimated as fair compensation the liquidated damages (LD) as set forth below. If SUBCONTRACTOR fails to perform the Work on or before the dates specified in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK" for the Subcontract Milestones listed below, or any extensions evidenced by a Change Notice/Order or duly executed Subcontract Amendment, the SUBCONTRACTOR shall pay to CONTRACTOR as fixed, agreed and liquidated damages for each calendar day of delay the sum(s) specified below, which amounts shall be independently calculated for each Subcontract Milestone indicated:

Bridge No / Milestone No	Subcontract Milestone	LD per calendar day (Euro)
B403 / 05	Right Hand Side (RHS) Piling Completion	5,000
B403 / 06	Left Hand Side (LHS) Piling Completion	5,000
B403 / 07	RHS Foundation Completion	5,000
B403 / 08	LHS Foundation Completion	5,000
B403 / 09	RHS Elevation Completion - including pier head installation	5,000
B403 / 10	LHS Elevation Completion - including pier head installation	5,000
B403 / 14	Precast Beam Installation Start	5,000
B403 / 15	Precast Beam Installation Completion	5,000
B403 / 16	Completion of first carriageway (RHS)of the bridge to allow usage of bridge for traffic	5,000
B403 / 17	Completion of second carriageway (LHS) of the bridge to allow usage of bridge for traffic	5,000
B403 / 18	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	5,000

21.2 The application of liquidated damages shall not effect a change in the Subcontract Milestones or relieve SUBCONTRACTOR of its obligation to improve its progress, pursuant to the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK", and to achieve or mitigate the failure to achieve any Subcontract Milestone.

21.3 Payments of liquidated damages shall become due immediately upon failure to achieve a Subcontract Milestone. CONTRACTOR shall be entitled to withhold from payments due, offset against other obligations, and draw down on letter(s) of credit or performance securities any and all liquidated damages due from SUBCONTRACTOR.

21.4 Notwithstanding Clause 21.3, CONTRACTOR may, if evidenced in the SUBCONTRACTOR's schedule that the forecast date for a Subcontract Milestone is scheduled to exceed the Subcontract Milestone listed in clause 21.1, withhold an estimated forecast of the damages commensurate with the forecast delay period. Any forecast withheld by the CONTRACTOR will, if SUBCONTRACTOR improves on the date for Completion be refunded in part or whole subject to the final determination of LD's.

21.5 Liquidated Damages incurred by SUBCONTRACTOR due to a failure to meet the dates of Subcontract Milestones No. 5, 6, 7, 8, 9, 10, 14 and 15 shall be recoverable providing that SUBCONTRACTOR meets the dates for Subcontract Milestones No. 16, 17 and 18.

21.6 Maximum amount of Liquidated Damages shall be be capped at the twenty percent (20%) of the Lump Sum value of the Works.

21.7 Nothing in this clause shall operate to restrict any other rights and remedies available to CONTRACTOR or EMPLOYER at Applicable Laws or under this Subcontract.

21.8 For the purposes of calculating liquidated damages, any delays on the works performed by CONTRACTOR as set out in the Article 5 Exhibit "C" titled CONTRACTOR PERFORMED WORK" directly impacting completion dates of the Subcontract Milestones above will be excluded.

SC-22 APPLICABLE LAW

22.1 This Subcontract shall be governed by and construed in accordance with the laws of Republic of Kosovo excluding its conflict of law rules which may apply the laws of any other jurisdiction, and each party hereto agrees not to assert as a defense in any proceeding that it is not subject to the laws of Republic of Kosovo.

SC-23 SECURITY INTEREST

23.1 SUBCONTRACTOR grants CONTRACTOR: (i) a security interest in (a) the equipment, materials, inventory and other tangible items identified to this Subcontract or required for the Work, (b) any special tooling and special test equipment required for the Work, (c) any licenses entered into with third parties with respect thereto and (d) any proceeds thereof; and (ii) a collateral assignment of and a lien and security interest in all SUBCONTRACTOR'S purchase orders and lower-tier subcontracts and its rights and claims against lower-tier subcontractors and suppliers in the event of SUBCONTRACTOR'S default under this Subcontract (all collectively referred to as "Collateral"). Such Collateral shall be provided as security for the full and timely payment and performance of all obligations of SUBCONTRACTOR under this Subcontract, including all obligations that arise as a result of CONTRACTOR'S exercise of a remedy in connection with this Subcontract. The above requirements apply whether such Collateral is now owned or is acquired by SUBCONTRACTOR during the performance of the Work.

23.2 SUBCONTRACTOR further agrees:

(1) To file such financing statements or other related documents evidencing such security interest as CONTRACTOR may request from time to time for the purpose of perfecting or continuing such security interest in the Collateral and to deliver file-stamped copies to CONTRACTOR;

(2) To ratify any filings made by CONTRACTOR before the execution of this Subcontract;

(3) To appoint and hereby appoints CONTRACTOR as SUBCONTRACTOR'S attorney-

in-fact to file all documentation referenced above and take any other actions in SUBCONTRACTOR'S name to perfect or continue CONTRACTOR'S security interest in the Collateral;

(4) To provide to CONTRACTOR such information as is necessary for filing all documentation referenced above; and

(5) To obtain such consents as may be reasonably required by CONTRACTOR from the counterparties to licenses with SUBCONTRACTOR necessary for the use of the Collateral by CONTRACTOR, OWNER and their respective affiliates, and each of their directors, officers, employees, agents, representatives, successors, assigns, contractors, subcontractors, licensees and sublicenses, upon the exercise of such security interest by CONTRACTOR in accordance with this Subcontract.

23.3 SUBCONTRACTOR shall, and agrees to permit CONTRACTOR'S representatives to, appropriately mark and/or segregate the Collateral to indicate CONTRACTOR'S and OWNER'S interest therein. SUBCONTRACTOR shall take all appropriate actions to maintain CONTRACTOR'S perfection and priority and all steps required by CONTRACTOR to maintain CONTRACTOR'S or OWNER'S title in any property and to protect CONTRACTOR and OWNER against claims by other parties with respect thereto. SUBCONTRACTOR shall not sell, assign, or otherwise dispose of any of the Collateral or create, suffer, or permit to attach or exist any lien or encumbrance thereon or on any other property of OWNER or CONTRACTOR, provided such obligations will not limit SUBCONTRACTOR'S other remedies for payment under this Subcontract and at law. SUBCONTRACTOR further agrees that CONTRACTOR'S right to a security interest is in addition to and not in lieu of any other rights of CONTRACTOR or OWNER to the Collateral under this Subcontract or at law.

23.4 SUBCONTRACTOR shall insert the substance of this clause in all of its purchase orders and subcontracts pursuant to which advances or progress payments are to be made.

SC-24 MEASUREMENT SYSTEM

24.1 SUBCONTRACTOR shall use the Metric (SI) system of measurement for all designs, specifications, drawings, plans and work except as otherwise directed in writing by CONTRACTOR.

SC-25 ARBITRATION

25.1 Any controversy or claim arising out of or relating to this Subcontract or the breach thereof shall, at the written request of a party delivered to the other party not less than thirty (30) calendar days in advance of the date of such submittal, be submitted to arbitration in accordance with the Rules, then obtaining, of the International Chamber of Commerce. The proceedings shall be in English and the arbitrator(s) shall provide a written opinion. The award rendered by the arbitrator(s) shall be binding upon the parties without appeal. The site of such arbitration shall be Vienna, Austria. Judgment upon such award may be entered in any court having jurisdiction thereof or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the party seeking to enforce such award may elect. Each party shall bear its own expenses of arbitration and any costs paid to the International Chamber of Commerce shall be shared equally by the parties.

SC-26 KEY PERSONNEL

26.1 SUBCONTRACTOR shall not reassign or remove the key personnel listed below without the prior written authorization of CONTRACTOR.

Name	Title/Position
TBD	Project/Construction Manager
TBD	Design Manager

SC-27 LANGUAGE REQUIREMENTS

27.1 The Subcontract Documents and all notices, communications and submittals between the parties pursuant to the implementation of this Subcontract shall be in the English language, unless otherwise directed in writing by CONTRACTOR. All translation services, to include the physical presence of qualified translators in both office and field, necessary for written or oral communications with CONTRACTOR and all members of SUBCONTRACTOR'S work force or in the course of routine Jobsite coordination of any nature, shall be provided by SUBCONTRACTOR. SUBCONTRACTOR warrants these services and their staffing shall fully meet the standards and requirements established by CONTRACTOR.

SC-28 CAMP ACCOMMODATION

28.1 CONTRACTOR may provide temporary facilities for accommodation, messing, ablution and limited recreation, exclusive of meals, for SUBCONTRACTOR'S personnel at the Jobsite at the following rates depending on availability, subject to CONTRACTOR's rules and regulations for occupancy and individual conduct. The rates below are inclusive of utilities, laundry and cleaning services. Accommodation shall be subject to CONTRACTOR's individual approval of SUBCONTRACTOR's personnel and SUBCONTRACTOR agrees to remove any individual and his or her belongings within twenty-four (24) hours of CONTRACTOR's or EMPLOYER's written request.

Category	Type Accommodation	Monthly Rate
A - Staff	Single Room	200 Euro
B - Foreman	Double Room	150 Euro
D - Craft	Dormitory	150 Euro

28.2 If CONTRACTOR provides any of the said temporary facilities, the costs of such accommodations shall be invoiced to SUBCONTRACTOR on a monthly basis.

SC-29 DRUGS, ALCOHOL AND WEAPONS

29.1 SUBCONTRACTOR's personnel shall not bring onto the Jobsite, or any other location where the Work is being performed under this Subcontract, any firearm of any nature, a knife with a blade exceeding four (4) inches (100 millimeters) in length or any other object which in the sole judgment of CONTRACTOR is determined to be a potential weapon.

29.2 SUBCONTRACTOR's personnel shall not possess, use, distribute, manufacture, or be under the influence of while on the Jobsite, or any other location where the Work is being performed under this Subcontract, the following:

(1) Alcoholic beverages of any nature, except where expressly authorized by CONTRACTOR or EMPLOYER, and then only in approved facilities during non-work hours so long as such consumption does not interfere with the performance of the Work.

(2) Illegal drugs, the misuse of prescription medication, or non-prescription drugs of any nature that are prohibited by CONTRACTOR or EMPLOYER, or which in any manner interfere with the performance of the Work.

29.3 SUBCONTRACTOR shall abide by and enforce the requirements of this clause, which enforcement measures shall include the right to immediately remove from the Work under this Subcontract any employee who violates the requirements of this clause or who CONTRACTOR, in its sole judgment, determines has violated the requirements of this clause.

SC-30 IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES

30.1 SUBCONTRACTOR shall import into Republic of Kosovo all equipment, materials and services not locally available and required for the performance of the Work, subject to all provisions which grant CONTRACTOR, EMPLOYER or SUBCONTRACTOR an exemption from or reduction of any customs duties, import and export taxes, or other charges ("Exemption"). SUBCONTRACTOR shall not perform or omit any act, which results in prejudice to such Exemption.

30.2 SUBCONTRACTOR shall be responsible for all clearances, fees, charges and requirements of whatsoever nature for the importation of such equipment, materials and services. CONTRACTOR may, at SUBCONTRACTOR's request, assist SUBCONTRACTOR for temporary importation of its equipment into Republic of Kosovo with its existing Exemption at no cost.

30.3 If the Exemption accrues directly to CONTRACTOR or EMPLOYER as a rebate of SUBCONTRACTOR's payment, CONTRACTOR shall reimburse SUBCONTRACTOR for the documented cost of any such exemption paid by SUBCONTRACTOR to a duly authorized governmental agency having jurisdiction over the equipment, materials or services, to the extent CONTRACTOR or EMPLOYER receives such rebate.

30.4 If the Exemption includes the obligation to re-export, SUBCONTRACTOR shall diligently comply with such obligation.

30.5 SUBCONTRACTOR shall import only equipment and materials for which channels of supply and supplier representatives are not established in or are readily available within Republic of Kosovo and upon which no undue restrictions of any nature exist for service, repair, or replacement (e.g., product line discontinued or excessive import/export clearances).

30.6 If SUBCONTRACTOR's action or failure to act results in the loss of the full benefits of any available Exemption or otherwise prejudices CONTRACTOR, EMPLOYER or any third party, SUBCONTRACTOR shall reimburse CONTRACTOR for the loss

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B403

EXHIBIT "C" - QUANTITIES, PRICING AND DATA

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EXHIBIT "C"

1.0 WORK TO BE PERFORMED

SUBCONTRACTOR shall be paid for the Works including the performance of all required design, temporary works, procurement, construction and commissioning of Bridge No. 063 at km 306+040 in accordance with Subcontract Documents.

2.0 LUMP SUM PRICE

The Total Lump Sum Price (Subcontract Price) for performing all Work in accordance with this Subcontract is **5,011,400.00 Euros** that is **five million eleven thousands four hundred Euros** excluding VAT. The breakdown of this Lump Sum Price is detailed in the schedule of pay items below:

Item No.	Description	Total Estimated Quantity	Unit	Lump Sum (LS) Price (Euro)
1	Initial Design	1	lot	20,000.00
2	Final Design	1	lot	40,000.00
3	Implementation Design	1	lot	40,000.00
4	Design Site Support	1	lot	20,000.00
5	Piles	2,786	lm	760,000.00
6	Foundation	1,875	m3	420,000.00
7	Piers	1,270	m3	370,000.00
8	Pier Heads	1,520	m3	370,000.00
9	Beams	5,100	m3	2,179,200.00
10	Deck Slab	3,010	m3	792,200.00
Total Lump Sum Price:				**5,011,400.00**

Total Estimated Quantities above shall be adjusted based on SUBCONTRACTOR's design progress in accordance with the Exhibit "B" SC-14 titled "MEASUREMENT FOR PAYMENT".

3.0 ADVANCE PAYMENT

CONTRACTOR shall pay to SUBCONTRACTOR prior to Commencement Date an advance payment of five hundred thousand Euros (EUR 500,000) providing that SUBCONTRACTOR furnishes the unconditional and irrevocable Advance Payment Bond at no cost to CONTRACTOR detailed in Special Condition titled "PERFORMANCE AND PAYMENT SECURITIES". Provision and CONTRACTOR's acceptance of Advance Payment Bond shall be a prerequisite to CONTRACTOR's advance payment.

The advance payment shall be deducted from each successive invoice in ten percent (10%) increments until repaid in full. If advance payment is not repaid in full until the end of the tenth (10^{th}) month from the Construction Works Commencement Date, the remaining amount shall be deducted from SUBCONTRACTOR's subsequent invoice as such advance payment shall be paid in full no later than ten (10) months after Construction Works Commencement Date.

At the time when advance payment is repaid in full, CONTRACTOR shall return the Advance Payment Bond to SUBCONTRACTOR.

4.0 ADJUSTMENTS

All prices are fixed and firm for the duration of the Subcontract and are not subject to escalation for any cause. Payment of the Total Lump Sum Price shall constitute full payment

for performance of the Work and covers all costs of whatever nature incurred by SUBCONTRACTOR in accomplishing the Work in accordance with the provisions of this Subcontract.
SUBCONTRACTOR shall maintain all Work in progress until Final Acceptance. SUBCONTRACTOR shall repair, rework or replace as necessary any Work damaged or lost due to normal wear and tear, anticipated events, or conditions within SUBCONTRACTOR's control. No separate payment shall be made for such maintenance costs which are deemed included in the original Subcontract Price. Any failure to maintain the Work shall be considered a defect in accordance with the General Condition titled "WARRANTY."

5.0 CONTRACTOR PERFORMED WORKS

CONTRACTOR may, at its sole discretion, choose to self-perform, under supervision of SUBCONTRACTOR, any portion of the Work within the scope of this Subcontract. In such instances, CONTRACTOR will notify SUBCONTRACTOR in writing, detailing the portion of Work CONTRACTOR will perform. CONTRACTOR will then, after the execution of such works, submit its invoice to the SUBCONTRACTOR for an amount equal to the value of such works calculated based on quantities established by SUBCONTRACTOR's Implementation Design and any approved design changes thereafter, and the theoretical unit rates calculated as per the lump sum price of each item stated in "LUMP SUM PRICE" clause of this Exhibit "C".

Performance of any portion of Work by CONTRACTOR shall not constitute a change under GC-29 titled "CHANGES" and shall not relieve SUBCONTRACTOR from any liability under this Subcontract. SUBCONTRACTOR is required to supervise and will be responsible for the portion of Work which CONTRACTOR performs.

6.0 REQUIRED SUBMITTALS

CONTRACTOR's approval of SUBCONTRACTOR's following submittals is a prerequisite to payment of any of its invoice:

6.1 Subcontract Schedule
6.2 Safety and Health Program
6.3 Quality Plan
6.4 Certificates of Insurance
6.5 Performance Bond(s)
6.6 Environmental Compliances Plan

7.0 MEASUREMENT OF PAYMENT

SUBCONTRACTOR shall be compensated against the schedule of pay items set forth above in accordance with the measurement for payment provisions specified below:

No.	Description	Payment Provisions
1	Piles	100% of item LS Price shall be paid proportionally against progress percentage based on actual quantities installed on site as verified by CONTRACTOR and total estimated quantities set out in schedule of pay items. For the avoidance of doubt, "Beams" progress percentage shall be calculated based on the installed beam quantities.
2	Foundations	
3	Piers	
4	Pier Heads	
5	Beams	
6	Deck Slab	

8.0 MATERIALS PROVIDED BY CONTRACTOR

Upon SUBCONTRACTOR's request, the following materials may be provided to SUBCONTRACTOR by CONTRACTOR at the rates specified below. CONTRACTOR may also provide other concrete mix design not listed below upon request of SUBCONTRACTOR.

Rates of such mix designs not included in the following list shall be agreed between CONTRACTOR and SUBCONTRACTOR.

Costs of any material provided by CONTRACTOR as determined based on the following unit rates shall be invoiced to SUBCONTRACTOR on a monthly basis.

No.	Item	Unit of Measurement	Unit Rate (Euro)
1	Reinforcing Steel, cut and bent	kg	0.49
2	Strands	ton	785.00
3	Concrete C12/15	m3	44.25
4	Pile Concrete C25/30	m3	52.00
5	Foundation Concrete C25/30	m3	49.50
6	Elevation Concrete C30/37A	m3	52.00
7	Beam Concrete C35/45	m3	60.50
8	Deck Concrete C25/30	m3	49.50

Above concrete materials unit rates are inclusive of pumping equipment provided by CONTRACTOR, In case CONTRACTOR provides concrete material without pumping equipment, EUR 4.00 shall be deducted from the unit rates stated in above table.

9.0 EQUIPMENT PROVIDED BY CONTRACTOR

Upon SUBCONTRACTOR's request, equipment stated in Appendix C-1 may be provided to SUBCONTRACTOR by CONTRACTOR at the rates specified depending on the availability of equipment. All costs of such equipment including without limitation the costs associated with provision of fuel, spare parts, maintenance, wear and tear parts, registration fees other than customs duties, any insurance required by the Republic of Kosovo laws and all other consumables required to keep the equipment operational shall be borne by SUBCONTRACTOR. CONTRACTOR is not obliged to provide any equipment under this Subcontract.

CONTRACTOR will exert every reasonable effort to make delivery of such equipment so as to avoid delay in the progress of the Work. However, should CONTRACTOR, for any reason, fail to make delivery of any such equipment and a delay results, SUBCONTRACTOR shall not claim any change, time extension or additional compensation under this Subcontract. SUBCONTRACTOR shall take all appropriate actions to mitigate the consequences of such delay.

Costs of any equipment provided by CONTRACTOR as determined based on the rental rates stated in Appendix "C-1" shall be invoiced to SUBCONTRACTOR on a monthly basis.

APPENDIX C-1 - LIST OF EQUIPMENT PROVIDED BY CONTRACTOR AND SCHEDULE OF RENTAL PRICES

No.	Group	Description	Manufacturer	Unit of Measure	Quantity	Unit Monthly Rental Rate (EUR/month)	Total Monthly Rental Rate (EUR/month)
1	Steel Girders & Profiles for Launching Yard	HEB 140/160		ea	2.00	1.22	2.44
2		HEB 220/4500		ea	2.00	6.40	12.81
3		HEB 220/10000		ea	3.00	14.93	44.78
4		HEB 220/12000		ea	4.00	16.00	63.99
5		HEB 300/3000		ea	2.00	6.30	12.60
6		HEB 300/8000		ea	1.00	16.50	16.50
7		HEB 300/9000		ea	4.00	19.25	77.00
8		HEB 300/12000		ea	16.00	24.06	384.93
9		HEB 360/10000		ea	2.00	24.30	48.60
10		HEB 360/12000		ea	2.00	31.20	62.40
11		HEB 500/2500		ea	2.00	8.40	16.81
12		HEB 500/3000		ea	4.00	3.20	12.81
13	HID	HID. Cevi 3,8" za Bet. Delavnico L=4,00 m		ea	5.00	4.00	20.00
14		HID. Cevi 3,8" za Bet. Delavnico L=5,00 m		ea	15.00	1.60	23.94
15		HID. Cevi 3,8" za Bet. Delavnico L=6,00 m		ea	15.00	1.87	28.03
16		HID. Razdelilci za Bet. Delavnico 5x		ea	2.00	16.00	32.00
17		HID. Razdelilci za Bet. Delavnico 6x		ea	2.00	18.00	36.00
18		HID. Razdelilci za Bet. Delavnico 2x		ea	2.00	20.00	40.00
19	Hydraulics	Hidravlicnii Agregat TYP AV	Eberspecher	ea	1.00	165.98	165.98
20		Hidravlicna Dviglaka 75t	Eberspecher	ea	10.00	46.00	459.95
21		Hidravlicna Dviglaka 100t	Ebenspecher	ea	4.00	68.99	275.97
22		Hidravlicna Dvigalka 80T CPC2	Eberspecher	ea	12.00	51.66	619.94
23		Hidravlicni Cilinder ZERK 674,2-1KPL.S P	Eberspecher	ea	4.00	211.98	847.92
24		Hidravlicni Cilinder ZE 7117.250 S PRIBO	Eberspecher	ea	10.00	47.20	471.97
25		Hidravlicni Agregat HIDRO	Eberspecher	ea	1.00	1,169.88	1,169.88
26		Hidravlicni Agregat TYP AV 267.22	Eberspecher	ea	1.00	459.95	459.95
27		Hidravljicni Napenjalec za Dividag 32 m	Eberspecher	ea	1.00	119.99	119.99
28		Hidravljicne Dvigalke ZERK 673 400 t	Eberspecher	ea	4.00	169.98	679.93
29		Hidr. Vlec. Naprava AH 123.12 Komplet	Eberspecher	ea	1.00	565.94	565.94
30		Elektro Hidr. Agregat 380V, 3KV Komplet	Eberspecher	ea	1.00	441.96	441.96
31		Hidravlicna Rocna Crpalka	Eberspecher	ea	1.00	463.95	463.95
32		Hidravljicna Dvigalka 8STCPC1	Eberspecher	ea	16.00	40.50	648.02
33	Hydraulics for Hollow type Jacks	Hollow bar Jacks 150 t	Mekano 4	ea	4.00	0.00	0.00
34		Pump for Hollow Bar Jacks	Mekano 4	ea	2.00	219.98	439.96
35		Hoses	Mekano 4	ea	12.00	10.67	127.99
36		Small devices	Mekano 4	ea	8.00	9.50	76.03
39	Roofing	Vijaki in Razni Kov MAT		ea	6.00	22.00	131.99
40		Vitlo z Motorjem in Reduktorjem		ea	2.00	50.00	99.99
41		Nosilna Konstrukcija Opaza Steber xxxxxxx		ea	28.00	5.28	147.90
42		Nosilna Konstrukcija Opaza Steber xxxxxxx		ea	28.00	5.28	147.90
43		Nosilna Konstrukcija Opaza Steber 5,00:200		ea	1.00	65.99	65.99
44		Pomicna Streha nad Opazem 14,4 x 20 m		ea	1.00	253.97	253.97
45		Pomicna Streha nad Opazem		ea	1.00	153.98	153.98
46	Special Formwork Parts	Vozicek za Notranji Opaz		ea	1.00	65.99	65.99
47		Vozicek za Notranji Opaz		ea	1.00	65.99	65.99
48		Vozicek za Notranji Opaz		ea	1.00	65.99	65.99
49		Vozicek za Notranji Opaz		ea	1.00	65.99	65.99
50	Formwork	Konstrukcija Delavnice NOE + Doka 1. L=21 m		ea	1.00	959.90	959.90
51		Konstrukcija Delavnice NOE + Doka 1. L=21 m		ea	1.00	959.90	959.90
52	Dywidag	Dywidag F 26 L=4,00 - 5,00 m	Dywidag	ea	21.00	148.79	3,124.66
53		Dywidag F 26, L=6,00 m	Dywidag	ea	4.00	781.17	3,124.70
54		Dywidag F 32, L=2,00-3,00 m	Dywidag	ea	34.00	91.90	3,124.60
55		Dywidag F 32, L=6,00 m	Dywidag	ea	22.00	142.04	3,124.80
56		Dywidag F 36, L=2,00-3,00 m	Dywidag	ea	17.00	183.81	3,124.77
57		Dywidag F 36, L=3,00-4,00 m	Dywidag	ea	49.00	63.77	3,124.80
58		Dywidag F36, L=5,00 m	Dywidag	ea	26.00	120.19	3,124.94
59		Dywidag F 36, L=5,00-6,00 m	Dywidag	ea	27.00	115.74	3,124.87
60		Dywidag F 36, L=5,50-6,00 m	Dywidag	ea	48.00	65.10	3,125.02
61	Latheral Guides	Bocna Vodila Mala 107/50		ea	16.00	14.62	234.00
62		Bocna Vodila Velika 150/67		ea	20.00	14.40	288.05
63	Fe	Fe "Zavorno SEDLO"		ea	4.00	29.00	115.99
64		Fe Drsne Plosce za Narivanje 2000/60/20		ea	46.00	0.96	44.14
65		Fe Drsne Plosce za Narivanje 1000/580/30		ea	55.00	0.14	7.78
66		Fe Drsne Plosce za Narivanje 800/450/35		ea	20.00	0.22	4.44
67		Fe Drsne Plosce za Narivanje 800/400/35		ea	19.00	0.03	0.58
68		Fe "SKATLE" 450/900/180 za izvlacenje prveg takta		ea	6.00	25.50	153.02

APPENDIX C-1 - LIST OF EQUIPMENT PROVIDED BY CONTRACTOR AND SCHEDULE OF RENTAL PRICES

69	Launching Noses	Jekleni Kljun za Nativanje VITO, 2 L=30,50 m	VITO	ea	1.00	2,239.78	2,239.78
70		Jekleni Kljun za Nativanje VITO, 1 L=30,00 m	VITO	ea	1.00	2,359.76	2,359.76
71	Tower Cranes	112 EC-H	Liebherr	ea	1.00	1,349.87	1,349.87
72		185 HC	Liebherr	ea	1.00	1,949.81	1,949.81
73		Anchoring devices	Liebherr	ea	3.00	219.98	659.93
74		Segments for 90 m height erection	Liebherr	ea	16.00	103.11	1,649.77
75		Other devices		ea	5.00	89.99	449.96
76	Generators	QES 150	Atlas Copco	ea	1.00	1,049.90	1,049.90
77		QES 105	Atlas Copco	ea	2.00	419.96	839.92
78		QES 40	Atlas Copco	ea	2.00	284.97	569.94
79	Compressors	XAS 48	Atlas Copco	ea	1.00	419.96	419.96
80		XATS 186	Atlas Copco	ea	1.00	629.94	629.94
81	Light towers	B+ Hetz1 B50	Atlas Copco	ea	2.00	269.97	539.95
82	Post-Tensioning & Grouting	Unitary jack type Arrow	Mekano4	ea	2.00	116.77	233.53
83		Hydraulic pump type BPT11.2	Mekano4	ea	2.00	352.76	705.53
84		Multistrand jack type GMS4	Mekano4	ea	2.00	372.37	744.73
85		Multistrand jack type GMS6	Mekano4	ea	2.00	713.93	1,427.86
86		Grouting machine type IMTY-150.2	Mekano4	ea	2.00	391.96	783.92
87		Strand pusher type LH11.2	Mekano4	ea	2.00	615.94	1,231.88
88		Hydraulic pump type OTCE	Mekano4	ea	2.00	155.35	310.70
TOTAL (EUR)							61,274.24

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B403

EXHIBIT "D"

SCOPE OF WORK

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Schedules

Schedule 1	Not Used
Schedule 2	Design Review Process
Schedule 3	Design Standards
Schedule 4	Not Used
Schedule 5	Not Used
Schedule 6	Not Used
Schedule 7	Not Used
Schedule 8	Survey Requirements
Schedule 9	Not Used
Schedule 10	Not Used
Schedule 11	Not Used
Schedule 12	Not Used
Schedule 13	Not Used
Schedule 14	Not Used
Schedule 15	Design Package Content
Schedule 16	Document Submittal Control
Schedule 17	Implementation Documents

1.0 SCOPE OF WORK

SUBCONTRACTOR shall perform all required design, procurement, supply and construction works of Bridge No. B403 (the "Bridge") in accordance with Subcontract Documents, including without limitation provision of all required calculations, drawings, shop drawings, data sheets, samples, as-built drawings, construction materials, labor and equipment as detailed under Engineering, Procurement and Construction sections of this Exhibit "D".

2.0 ENGINEERING

2.1 Scope of Design Work

SUBCONTRACTOR shall provide Design Work as detailed in this section of Exhibit "D". The scope of Design Work consists of development and delivery of Design Deliverables and design site support services during construction of Bridge, which shall include without limitation the following activities:

- Structural and geotechnical design of Bridge
- All other design activities required to complete full design of Bridge including without limitation drainage design, road safety equipment design (inclusive of safety barriers), traffic signalization design and communication ducts design
- Preparation of bill of quantities for each Design Deliverable
- Coordination with CONTRACTOR and its other Sub-tiers performing design services on the Project to manage all design interfaces
- Supporting CONTRACTOR to have all Bridge designs approved by Employer's Representative by assisting CONTRACTOR with submissions of design packages to Employer's Representative, development of responses and/or revisions on design documentation in accordance with Employer's Representative's design review comments and presentation of design documentations
- Design site support services during construction of Bridge including any necessary design revisions
- Identification of any additional geotechnical investigation work required for SUBCONTRACTOR's performance of Design Work
- Verification of topographical survey information provided to SUBCONTRACTOR
- Provision of recommendations on Environmental Studies provided SUBCONTRACTOR as applicable to the Design Work

Note on Design Interfaces:

The SUBCONTRACTOR shall design the abutments that interface with the adjacent bridges designed by the CONTRACTOR and their Sub-tiers. The SUBCONTRACTOR shall coordinate their designs and incorporate loading and layout information provided by the CONTRACTOR and their Sub-Tiers.

The hydraulic analysis and design of the Lepenci River that flows around the foundations of B403 will be performed by the CONTRACTOR and their Sub-tiers. The CONTRACTOR shall coordinate their bridge design and provide the necessary input for these calculations. Furthermore the CONTRACTOR shall incorporate any of the requirements dictated by the hydraulic analysis into their bridge design.

2.1.1 Design Deliverables

Design Deliverables consist of Initial Design, Final Design and Implementation Design of Bridge.

SUBCONTRACTOR shall first prepare Initial Design of Bridge for review and approval of CONTRACTOR and Employer's Representative. Upon both approvals, SUBCONTRACTOR shall prepare Final Design,meeting all requirements and standards defined in Subcontract Documents. SUBCONTRACTOR shall finally prepare Implementation Design including specifications, calculations, reinforcing schedules, quantities, design reports and 'Issued for

Construction' drawings for each elements/parts of Bridge. Design Deliverables are further detailed as follows:

2.1.1.1 Initial Design

Initial Design means development of committed design of Bridge provided to SUBCONTRACTOR including preparation of structural calculation note, geotechnical report, general alignment, elevation and plan drawings, pile reinforcement design, technical specifications and indicative bill of quantities.

Initial Design deliverable shall also include the design of Temporary Facilities including provision of necessary dimensions of pre-cast yard platform and its loads as well as abutment loads to provide the necessary input to allow for design of earthworks by CONTRACTOR's other Sub-tier(s). Initial Design package will be reviewed by CONTRACTOR's design review team and Employer's Representative. SUBCONTRACTOR will present its design and support CONTRACTOR on design review and approval process with Employer's Representative. Initial Design phase also includes obtaining any necessary permits other than construction permit and/or concurrence of third parties including local authorities, as necessary.

2.1.1.2 Final Design

Final Design means development of approved Initial Design and provision of necessary design drawings to construct Bridge Substructure and Superstructure. Drainage design, road safety equipment design (inclusive of safety barriers), traffic signalization design and communication ducts design are included in Final Design package. Detailed technical specifications and bill of quantities will be provided in Final Design package. General drawings and reinforcement drawings of substructure will be presented to Employer's Representative for final review and approval.

2.1.1.3 NOT USED

2.1.1.4 Implementation Design

Implementation Design is SUBCONTRACTOR's submission of final designs approved by CONTRACTOR in writing along with technical specifications and all other required documents in Albanian and English languages, printed in four (4) copies and stamped by SUBCONTRACTOR. Implementation design is the final and Issued for Construction (IFC) stage of design development, and consist of two (2) interim submissions: implementation design of Bridge Substructure and implementation design of Bridge Superstructure. Construction activities in relation to each interim implementation design submission shall commence only after CONTRACTOR's approval of the respective submission.

2.1.2 Content of Design Deliverables

The required content of Design Deliverables is detailed under Schedule 15 titled "Design Package Content". SUBCONTRACTOR's submissions shall include at minimum all documents specified.

2.1.3 Preparation of Drawings

SUBCONTRACTOR shall produce plans and drawings for Bridge including locations plans, foundation details, substructure and superstructure details, bar bending schedule (scale 1:100, details to scale 1:50 and 1:20). SUBCONTRACTOR shall prepare an adequate number of design/construction drawings to address every detail of the Bridge to enable construction of Bridge without the necessity for producing any further drawings.

2.1.4 Design Documentation Format

SUBCONTRACTOR shall issue for construction a complete set of drawings that shall contain all information CONTRACTOR or EMPLOYER or Employer's Representative considers necessary for completing construction of Bridge. If CONTRACTOR, EMPLOYER or

Employer's Representative considers that the drawings do not contain sufficient information or are not to a suitable standard, the SUBCONTRACTOR shall modify the drawings until they are acceptable to them.

SUBCONTRACTOR shall supply to CONTRACTOR both editable electronic copies (DWG files) of all revisions of all drawings in accordance with Schedule 16 titled "Document Submittal Control" and stamped/signed hardcopies.

All documentation shall be submitted in Albanian and English languages.

2.1.2 Design Site Support

SUBCONTRACTOR shall provide continual Design Site Support staff as necessary during full Bridge construction period. Design Site Support Staff responsibilities shall include responding to Requests for Information (RFI) and Field Change Requests (FCR), and where appropriate preparation of Document Change Notices (DCN) to capture changes in the design necessitated by incorrect assumptions or unforeseen conditions, as defined in Schedule 2.

2.2 Existing Documentation and Data

CONTRACTOR has made the following documents, drawings and data available to SUBCONTRACTOR for information and reference either through Exhibit "E" or by other means to assist SUBCONTRACTOR in performance of the scope of Design Work:

- Initial route alignment
- Geotechnical investigations information and factual report
- Section C3 Environmental Study (addendum for the new C3B1 alignment will be provided once completed)
- Topographical survey information for Project alignment
- Cross sections and details

A list of available technical specifications, drawings, documents and data is included in Exhibit "E" of this Subcontract. Further design documentation, not referenced in Exhibit "E" may be made available to SUBCONTRACTOR as and when deemed necessary.

2.2.1 Ground Investigation Works

The Geotechnical Investigation Works have been completed by CONTRACTOR's other Sub-tier(s), and existing geotechnical data related to scope of Design Work has made available to SUBCONTRACTOR who shall make interpretations as necessary to complete scope of Design Work. It is SUBCONTRACTOR's responsibility to review the existing geotechnical data and identify any additional geotechnical investigation work required to perform the scope of Design Work.

If and/or when SUBCONTRACTOR is satisfied that all geotechnical data provided by CONTRACTOR is acceptable and sufficient to perform Design Work, SUBCONTRACTOR must verify to CONTRACTOR in writing.

The number of additional investigations proposed by SUBCONTRACTOR must satisfy the requirements of EUROCODE 7 as a minimum. It is also SUBCONTRACTOR's responsibly to ensure that the number of investigations proposed is sufficient for the performance of Design Work but not excessive as the time for completion of these additional investigations might affect the Milestone Dates under this Subcontract.

Such additional geotechnical investigation shall be communicated to CONTRACTOR through a Geotechnical Investigation Plan covering all such additional investigations required by SUBCONTRACTOR. CONTRACTOR will then review the proposed Geotechnical Investigations Plan with EMPLOYER and confirm whether the plan is acceptable and in accordance with EUROCODE 7 requirements. The plan will be revised as necessary.

Following acceptance of the plan, CONTRACTOR and/or its Sub-tier(s) will perform the required works, including investigations, sampling and testing and preparation of the Geotechnical Factual Reports.

SUBCONTRACTOR shall provide supervision of any additional geotechnical investigations and laboratory testing works undertaken by CONTRACTOR and/or its other Sub-tiers. All geotechnical factual reports resulting from the additional investigation works will also be prepared by CONTRACTOR and/or its other Sub-tier(s) and provided to the SUBCONTRACTOR. SUBCONTRACTOR shall review these factual reports for completeness and inform CONTRACTOR, in writing, within five (5) days of receipt of the factual reports, of any omissions, mistakes or clarifications that SUBCONTRACTOR requires. Any required revisions to the reports will be incorporated and then resubmitted to the SUBCONTRACTOR, who must then, within (3) three days of receipt of resubmitted report, confirm acceptance of the report. If SUBCONTRACTOR fails to do so, resubmitted report shall be deemed to have been accepted by SUBCONTRACTOR.

The geotechnical work shall be documented by SUBCONTRACTOR through the production of a Geotechnical Design Basis Report (GDBR) and Geotechnical Design Note (GDN) which describes the geotechnical design parameters in detail. These documents shall be updated throughout the design process as and when new information becomes available.

2.2.3 Topographical Surveys

A Topographic Survey of Section C3 has been made available to SUBCONTRACTOR. SUBCONTRACTOR must check the survey information provided and verify in writing the survey information including without limitation monument coordinates and levels is sufficiently accurate and complete to be used as a basis for the performance of scope of Design Work.

Throughout the design development process SUBCONTRACTOR must inform CONTRACTOR immediately of any areas where there is insufficient topographical information available to fully develop any designs. SUBCONTRACTOR must indicate the deficient areas on plans and issue the plans to CONTRACTOR to enable CONTRACTOR to undertake the necessary additional surveys.

2.2.4 Environmental Studies

The SUBCONTRACTOR must review the existing Environmental Study Reports contained in Exhibit "E", and if any recommendations are provided that may affect the designs, SUBCONTRACTOR must obtain CONTRACTOR and EMPLOYER approvals prior to incorporating the recommendations in the Design Deliverables.

2.3 Design Standards

Design Deliverables shall be developed in accordance with the Design Standards defined in Schedule 3 titled "Design Standards". Should the provided list of design standards not cover all aspects of the designs, SUBCONTRACTOR shall propose additional standards to be applied and demonstrate that the standards do not conflict with aforementioned standards.

Such proposal for additional standards shall be reviewed and approved by CONTRACTOR in writing.

2.4 Design Review Process

2.4.1 Design Change Process

To ensure that a safe and compliant design is maintained, SUBCONTRACTOR shall strictly follow CONTRACTOR's design change processes detailed in Schedule 2. SUBCONTRACTOR shall not deviate from any Implementation Design during construction Work unless any change has been accepted by CONTRACTOR through a Field Change Request (FCR) or a Design Change Notice (DCN).

2.4.2 Constructability Reviews

CONTRACTOR in conjunction with SUBCONTRACTOR will review SUBCONTRACTOR's design submissions for constructability, compatibility with proposed construction work methods and equipment mobilizations and consistency with the CONTRACTOR's quantity tracking system. CONTRACTOR's review will in no way relieve responsibility for the design, which resides with the SUBCONTRACTOR. Reconciliation of all comments shall be obtained for each stage of the development of design documentation prior to advancing the design.

At all stages of the development of design documentation:

- The technology and design of the works shall be in conformance with CONTRACTOR requirements.
- Coordination shall be undertaken with all organizations and stakeholders concerned in order to facilitate and achieve their prompt reviews, approvals and permit issuance.

2.5 Design Offices and Site Presence

CONTRACTOR may place a full time member of its personnel in the SUBCONTRACTOR's workplace where the Design Work are performed. The purpose of placing this staff in SUBCONTRACTOR's office is to facilitate direct coordination between CONTRACTOR and SUBCONTRACTOR and to monitor performance of the design development. SUBCONTRACTOR shall provide at its own cost suitable office space, office furniture, telephone and internet connection and supplementary office facilities and support to support the said member of CONTRACTOR's staff.

SUBCONTRACTOR shall as required by CONTRACTOR or Applicable Laws, have suitable and qualified personnel available at Jobsite at all times to liaise with Project personnel on any technical issues as required. SUBCONTRACTOR's personnel shall have full authority to resolve all issues and make decisions on Jobsite on behalf of the SUBCONTRACTOR.

2.6 Design Work not included in SUBCONTRACTOR's scope

The following items are not included in SUBCONTRACTOR's scope of Design Work under this Subcontract.

- The main route design for Section C3
- Any external drainage design associated with Bridge including any river regulation. However the SUBCONTRACTOR shall coordinate its bridge designs with the CONTRACTOR and it's Sub-tiers by providing the necessary input for hydraulic calculations and implementing any requirements from the hydraulic design into SUBCONTRACTOR's structural design as required.
- The Geotechnical Investigation Works

3.0 PROCUREMENT

SUBCONTRACTOR shall procure all necessary materials and equipment (temporary and permanent) to execute the Work under this Subcontract as detailed in this section to the required standards and specifications, including where specified detailed material traceability..

3.1 Provision of Materials

Procurement, supply and delivery of of all materials (temporary and permanent) required to perform the Work is included in the SUBCONTRACTOR's scope of Work under this Subcontract. All materials shall be of new condition, and not second hand, used or recycled unless prior approval in writing is obtained from the CONTRACTOR. SUBCONTRACTOR shall be responsible of getting the materials to be used for the Works approved by Employer's Representative. SUBCONTRACTOR shall provide all required documentation related to the materials to CONTRACTOR for CONTRACTOR's material approval submission to Employer's Representative.

3.2 Provision of Construction Equipment

SUBCONTRACTOR shall provide all necessary construction equipment to perform the Work.

3.3 Logistics and Customs

SUBCONTRACTOR is responsible for the transport, logistics, customs and any kind od local and international permits of all materials and equipment required for the performance of the Work.

3.4 Material and Inventory Management

SUBCONTRACTOR shall provide a materials management and warehousing / storage plan, clearly identifying procedures and process for the receipt and storage of materials, including procedures for preservation or materials and handling of contaminated or quarantined materials.

CONTRACTOR may perform periodic audits of materials and equipment stored at the Jobsite and any non conformances with the approved SUBCONTRACTOR procedures shall be addressed and resolved. At no time shall any quarantined materials or equipment be incorporated into the permanent Work.

4.0 CONSTRUCTION

SUBCONTRACTOR shall perform the Construction Work in accordance with its Issued for Construction drawings approved by CONTRACTOR and specifications in this Subcontract. SUBCONTRACOR's scope of Construction Work under this Subcontract includes construction of:

- Bridge Substructure
- Bridge Superstructure
- Temporary Facilities

If CONTRACTOR chooses to self-perform any portion of the Work under this Subcontract in accordance with the provision titled "CONTRACTOR PERFORMED WORKS", SUBCONTRACTOR is still required to supervise such portion of Work performed by CONTRACTOR.

4.1 Mobilization

SUBCONTRACTOR shall start mobilization of its equipment, personnel and any kind of material required for the performance of the Construction Work on the Construction Works Commencement Date.

SUBCONTRACTOR is solely responsible for its mobilization activities including but not limited to loading, unloading, transportation of its equipment and materials (other than items listed in Article 3.1.1 titled "Materials provided by CONTRACTOR") and obtaining any kind of permits as required. CONTRACTOR will assist SUBCONTRACTOR for temporary importation customs duties into Kosovo in accordance with Special Condition titled "IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES".

4.2 Jobsite Clearance, Access to Jobsite and Preparatory Works

CONTRACTOR will provide access to the Jobsite for SUBCONTRACTOR's use. CONTRACTOR will perform the site preparation works up to the level of foundation bottom elevations limited to earthworks, leveling and slope protections both for Temporary Facilities and Bridge Substructure in accordance with SUBCONTRACTOR's applicable design, and deliver the Jobsite to SUBCONTRACTOR ready for SUBCONTRACTOR to executive all Work under this Subcontract.

4.3 Traffic Management

Traffic Management Plan will be drafted by SUBCONTRACTOR and submitted to CONTRACTOR. CONTRACTOR will gather approvals of local authorities.

4.4. Bridge Substructure

SUBCONTRACTOR shall construct Bridge Substructure in accordance with its Implementation Design defined in Engineering section of this Exhibit "D". Bridge Substructure consists of Piling, Foundation, Elevation and Abutment works. The scopes of each of these works are illustrated further below.

4.4.1 Piles

Piles means performance of all required activities to build all piles of Bridge including but not limited to drilling of the shaft for in situ pile, provision of bentonite slurry or in situations of extremely poor ground conditions casing the shaft, the provision and placement of reinforcing cage, concreting using CONTRACTOR approved methods, curing as per the design, breaking of pile heads, construction of pile cap if any and. removal of all waste materials and disposal as required by permits and consents.

4.4.2 Foundation

Foundation means performance of all required activities to build all foundation of Bridge including but not limited to provision and casting of lean concrete, provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.4.3 Piers

Piers (or "Elevations") means performance of all required activities to build all piers of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.4.4 Pier Heads

Pier Heads means performance of all required activities to build all pier heads of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.5 Bridge Superstructure

SUBCONTRACTOR shall construct Bridge Superstructure in accordance with its Implementation Design defined in Engineering section of this Exhibit "D". Bridge Superstructure consists of Beams and Deck Slabs works which is illustrated further below.

4.5.2 Beams

"Beams" means performance of all required activities to manufacturing and installation all beams of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required, as specified by the design and specifications.

4.5.1 Deck Slabs

"Deck Slabs" means performance of all required activities to build all deck slabs of Bridge including but not limited to provision and installation / placement of formwork, accessories and all required supports, reinforcing steel, concrete and curing as required on the location of work, as specified by the design and specifications.

4.6 Temporary Facilities

SUBCONTRACTOR shall construct Temporary Facilities in accordance with its Implementation Design defined in Engineering section of this Exhibit "D". Temporary Facilities Scope also includes without limitation setup of precast yard, provision of all required equipment such as launching nose, temporary bearings, jacks, formwork, scaffolding, working platforms and post tensioning equipment, and other utilities and facilities to execute Bridge Substructure and Bridge Superstructure Work.

SUBCONTRACTOR shall submit a temporary facilities plan delineating all temporary utilities and facilities and utilities to be installed by the SUBCONTRACTOR to CONTRACTOR for review and approval. SUBCONTRACTOR shall submit plan(s) to CONTRACTOR not less than thirty (30) calendar days or as directed by CONTRACTOR before the installation starts. CONTRACTOR will return comments or approval within fifteen (15) calendar days.

SUBCONTRACTOR shall maintain an up-to-date set of as-built drawings showing the installed location of all SUBCONTRACTOR-provided temporary services. SUBCONTRACTOR shall provide updates of the drawings to CONTRACTOR within seven (7) calendar days of any changes to temporary utility installation. The drawings shall identify and show the location of surface services and buried services, including the following (if applicable):

a. Underground electrical cables

b. Underground piping

c. Aboveground communication and electrical cables;

d. Compressed air storage and reticulation;

e. Emergency access or roads;

f. Gas storage and reticulation;

g. Sewerage facilities;

4.7 Testing

Notwithstanding anything to the contrary in this Subcontract, the division of responsibility between CONTRACTOR and SUBCONTRACTOR for performing tests required for the Work is outlined in the following table.

Test Type	Performed by
Pile Driving Analyzer Test	CONTRACTOR
Pile Integrity Test	CONTRACTOR
Concrete Test	CONTRACTOR
Cement & Grouting Test	CONTRACTOR
Roughness of Deck Slab Surface Test	CONTRACTOR
Everness Of Deck Slab Surface Tests	CONTRACTOR
Creep & Shrinkage Test	SUBCONTRACTOR
Soil Test (if required)	CONTRACTOR
Rebar Test	CONTRACTOR
Welding Test	SUBCONTRACTOR
Strand Test	SUBCONTRACTOR
Membrane (Pull up) Test	CONTRACTOR
Bridge Load Test	SUBCONTRACTOR

4.8 Construction Works not included in SUBCONTRACTOR's scope:

Following works are not included in SUBCONTRACTOR's scope of work under this Subcontract:

- Structural excavation

- Slope protection
- Abutment and foundations backfill
- Paving works
- Safety barriers
- Handrails
- Road markings
- Traffic signalization
- Lighting and associated cabling
- Telecommunication pipes
- Communication ducts
- Waterproofing of Abutment, Foundations and Deck

5.0 SUBCONTRACTOR'S SUBMITTAL REQUIREMENTS

SUBCONTRACTOR shall submit the submittals including without limitation to the following, and have CONTRACTOR's approvals as a prerequisite to the below specified events under the Subcontract.

Plans and Commercial Submittals:

No.	Submittal Requirement	Subcontract Clause	Submittal timeframe	Prerequisite for
1	Advance Payment Bond	SC-13 titled "PERFORMANCE AND PAYMENT SECURITIES"	Within ten (10) calendar days after Subcontract Award	Advance Payment
2	Performance Bond	SC-13 titled "PERFORMANCE AND PAYMENT SECURITIES"	Within twenty (20) calendar days after Subcontract Award	Mobilization and payment of first invoice
3	Certificates of Insurances	SC-2 titled "INSURENCES"	Within twenty (20) calendar days after the Effective Date	Mobilization and payment of first invoice
4	Subcontract Schedule	SC-9 titled "SUBCONTRACT SCHEDULE"	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
5	Safety & Health Plan	SC-11 titled "SAFETY AND HEALTH REQUIREMENT"	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
6	Quality Assurance and Quality Control Plan	SC-16 titled "Quality Assurance Program	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
7	Environmental Compliances Plan	GC -12 titled "ENVIRONMENTAL REQUIREMENTS"	Within thirty (30) calendar days after Subcontract award	Mobilization and payment of first invoice
8	Security Plan	GC-11 titled "SECURITY REQUIREMENTS"	Within thirty (30) calendar days after Subcontract award	Mobilization

Quality Control and Construction and Handover Related Submittals:

No	Submittal Requirement	Submission Related to:	Required for:	Submittal timeframe	CONTRACTOR approval is prerequisite for:
1	Calculations	Design	All Design Deliverables	Along with the each Design Deliverable	Construction

2	IFC Drawings		Implementation Design	Along with the Implementation Design submissions	Construction
3	Material Approval Request	Procurement	All material procured by SUBCONTRACTOR	Twenty one (21) calendar days prior to procurement of materials	Procurement of the material
4	Test Reports		All materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material
5	Product Certificate		All materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material
6	Conformity Certificate		All materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material
7	Product Data Sheets		Prefabricated Materials provided by SUBCONTRACTOR	Along with the Material Approval Request	Procurement of the material
8	Samples	Construction	All materials provided by SUBCONTRACTOR	As per applicable ITP	Installation of the material
9	Conformity Certificate		All materials provided by SUBCONTRACTOR	Along with the delivery of the material	Installation of the material
10	Test Reports		All materials provided and / or Works performed by SUBCONTRACTOR	Weekly or on an as required basis as per CONTRACTOR's Quality Control Plan	Installation of the material
11	Method Statements		Bridge Superstructure Works	Twenty one (21) calendar days prior to construction of Bridge Superstructure	Commencement of Bridge Superstructure construction
12	Job Hazard Analysis		Bridge Superstructure Works	Twenty one (21) calendar days prior to construction of Bridge Superstructure	Commencement of Bridge Superstructure construction
13	Lifting Plans		All lifting operation associated with the Subcontract	Ten (10) calendar days in advance of the lifting operation	Associated lifting operation
14	As-built survey report		All Works as applicable	As per applicable ITP	Subsequent Work activity

15	Pre / Post concreting QA / QC Checklist		All concrete works	As per applicable ITP	Each concrete works activity
16	Stream Curing Report		Bridge Superstructure Works (where applicable)	After completion of curing	Subsequent Work activity
17	Daily site diaries		All Works	After the end of shift	Certificate of Final Acceptance of the Work
18	Closed Punch List Items	Handover	All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
19	Closed NCRs		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
20	Completed Checklists		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
21	Test results and reports for all SUBCONTRACTOR provided tests		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
22	Survey Reports		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
23	Final As-built drawings		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work
24	Operation & Maintenance Manual		All Works as applicable	After completion Works	Certificate of Final Acceptance of the Work

Schedule 2

Design Deliverable Review Process

Design Deliverable Review Process

Each of the following Design Deliverable shall be prepared and submitted to CONTRACTOR in compliance with the Design Deliverable Content Matrix provided in Schedule 15.

(1) Initial Design of Bridge
(2) Final Substructure Design of Bridge
(3) Final Superstructure Design of Bridge
(4) Implementation Design of Bridge

Submissions of all Design Deliverables will be subject to Design Deliverable Review Process set out in this exhibit and all other Subcontract Documents.

The Design Deliverable Review Process shall consist of two (2) stages of review, i.e. review by CONTRACTOR and review by Employer's Representative. These review stages are defined in this Schedule as Document Review stage and Design Review stage respectively.

Design Deliverable Review Process is deemed completed when both Document Review stage and Design Review stage is completed, and when confirmed so by CONTRACTOR in writing.

SUBCONTRACTOR shall submit its Design Deliverables well in advance and support CONTRACTOR in the Design Deliverable Review Process as required to allow Design Deliverable Review Process is completed before the Milestone Dates set out in Exhibit "B", considering the review process cycle times set out in this Schedule.

Document Review Process

Unless otherwise specified, all Design Deliverables consisting of documents, drawings, technical specifications, etc. shall be submitted for review to CONTRACTOR. They shall be issued directly to CONTRACTOR's Document Control Centre (DCC) for onward transmission to the reviewing parties. The review will consider Subcontract compliance, the technical compatibilities, graphical representation, cost, constructability and the overall design package compatibility with the scope of Work.

The collated review comments will be transmitted to the SUBCONTRACTOR by means of a Document Review Comment Sheet (DRCS) and or marked up copy of the submitted document. The DRCS and or marked up document/drawing will indicate the document/drawing number and revision number and the review code.

The review code of the document/drawing will be one of the following:

Code A Comment is accepted and incorporated

Code B Comment is Open/under review

Code C Comment has been evaluated but not incorporated

Where the review code is Code C, SUBCONTRACTOR shall revise the document/drawing and resubmit it within ten (10) working days or other period as agreed with CONTRACTOR. Where the review code is Code B SUBCONTRACTOR's relevant engineer shall discuss the comment with CONTRACTOR and obtain resolution. If necessary, SUBCONTRACTOR shall revise the document/drawing and resubmit it within ten (10) working days or other period as agreed with CONTRACTOR. DRCS sheets relating to drawings shall be completed by SUBCONTRACTOR and returned to CONTRACTOR with the revised drawings.

This process shall proceed until Code A is obtained and all review comments have been incorporated and final revised drawings issued to CONTRACTOR.

When a drawing is revised any changes from the previous revision shall be clouded and marked with the drawing revision.

Upon receipt of the reviewed document, SUBCONTRACTOR shall advise CONTRACTOR within two (2) working days if any comments cannot be addressed with the reason/s and supporting documents.

If SUBCONTRACTOR considers that any comment is a design scope change then this must be communicated as such for further action by CONTRACTOR. Any other comments must be addressed in a timely manner and will not be considered as a change in scope.

SUBCONTRACTOR shall retain copies of the reviewed documents until code A is attained.

Design Review Process

Following the Document Review Process and achieving a Code A, Design Deliverables will be submitted by CONTRACTOR to Employer's Representative by transmittal for its review and acceptance.

Employer's Representative has twenty one (21) days review period for submitted Design Deliverables in accordance with the Prime Contract. Any missing documentation in a design package will cause delay to the review process. CONTRACTOR will lead the design submission process whilst the SUBCONTRACTOR is responsible for providing the required information and documentation for the complete design package by the agreed submission dates.

Employer's Representative provides design review comments in written form and these will be reviewed by CONTRACTOR. These comments shall be transferred by CONTRACTOR to SUBCONTRACTOR with direction as to how to proceed. The SUBCONTRACTOR shall review and respond as necessary in ten (10) working days or other period as agreed to CONTRACTOR.

SUBCONTRACTOR shall provide explanation or justification to any aspect of the design as necessary. The SUBCONTRACTOR shall make all documentation, including drawings, reports, GDBR's GDN's and calculations associated with designs available for examination by CONTRACTOR and Employer's Representative.

If required, SUBCONTRACTOR shall attend design review meetings to present design documentation to CONTRACTOR and Employer's Representative. CONTRACTOR will chair these design meetings.

Design Deliverables submitted by the SUBCONTRACTOR shall not be considered approved until the end of the Design Deliverable Review Process for which CONTRACTOR's written confirmation is required. For the avoidance of doubt, both CONTRACTOR and Employer's Representative shall review and accept Design Deliverable submissions of SUBCONTRACTOR so that Design Deliverables are deemed approved in accordance with the Subcontract.

Submittals and Review Procedures between CONTRACTOR and SUBCONTRACTOR

A. General

1. Review of SUBCONTRACTOR's drawings or documents by CONTRACTOR shall not relieve the SUBCONTRACTOR of any of its obligations to meet all the requirements of the Subcontract nor relieve the SUBCONTRACTOR of the responsibility for the correctness of such drawings and documents. The SUBCONTRACTOR shall, at his expense, make any changes that are necessary to make the work conform to the provisions and intent of the Subcontract.
2. CONTRACTOR shall be allowed full access to the SUBCONTRACTOR's office and those of its Sub-tier(s), for the review of all drawings and documents prepared by the SUBCONTRACTOR.
3. SUBCONTRACTOR shall upload all numbered drawings, specifications, calculations, documents and data requiring review by CONTRACTOR and the final submittals to the document transfer box. Web address and access details will be provided by CONTRACTOR.
4. The sequence of submittals for all drawings, specifications, studies or reports

shall be such that, when received, all required information is available for review. A transmittal letter in an acceptable format shall accompany each submittal.

5. Drawings and documents relating to final submittals shall be assembled in hard copy. Drawings shall be securely bound in sets with cover sheets indicating the Subcontract package, number and description.

B. Review of Drawings and Documents

1. Initial Design Stage

Initial Design deliverable shall demonstrate that the SUBCONTRACTOR has specific and viable resolutions for all major elements of the design, including road alignment, functional requirements, basic materials, structural, mechanical and electrical systems, required procurement activities and cost of installation cost. The package will consist of these main elements:

a. A Design Basis Report for each major system or component;

b. A Design Manual containing the relevant criteria required for the design;

c. All Basic Engineering Design Data (BEDD) obtained by the SUBCONTRACTOR and not previously submitted;

d. Validation of all BEDD provided by the CONTRACTOR

e. Conceptual and preliminary calculations to support the design

f. Preliminary drawings including schematics, system designs, arrangements and layouts;

g. Preliminary quantity in agreed format.

h. Evidence (correspondence) of submittal of the relevant parts of the design package to 3rd party Project stakeholders for technical concurrence with the design, if required

i. Report on the applicability of Guideline Specifications and identification of additional requirements, including 3rd party requirements;

j. Request for deviation from provisions of the Guideline Specifications (if any);

k. Preliminary studies as required;

l. Preliminary Risk / Constructability Assessments;

m. Preliminary Environmental, Safety and Health Reports including sustainable development;

n. Preliminary RFP documentation;

o. Documentation, signed and dated, that all work has been checked, reviewed, and approved by responsible persons.

2. Final Substructure and Superstructure Design Stages

The Final Package Review is required for all design projects. The package will consist of:

a. An updated Design Basis Report for each major system or component;

b. Updates to the project Environmental, Health and Safety Plan;

c. Detailed calculations to support the design;

d. Detailed drawings including arrangements, sectional details, and reinforcements;

e. Detailed quantity and cost estimates in the format of FOP Section 2 Schedule of Prices and Quantities;

f. Evidence of approval of the design package by 3rd party stakeholders including stamped drawings and permits. Failure to obtain 3rd party approvals must be addressed in the risk assessment;

g. Updated Risk/Constructability Assessment;

h. Updated Environmental, Safety and Health Reports including sustainable development;

i. All technical specifications to be included in the RFP package;

j. All RFP documentation.

k. Documentation, signed and dated, that all work has been checked, reviewed, and approved by responsible persons.

3. Issued for Construction (Implementation) Design

The IFC package must contain signed and approved drawings from all 3rd party stakeholders. Failure to obtain full 3rd party approval must be addressed in the updated risk assessment.

The IFC package must be accompanied by documentation, signed and dated, that all work has been checked, reviewed, and approved by responsible persons. All signed and dated documents shall be provided in both English and Albanian language.

Submittals and Review Procedures between Employer's Presentative and CONTRACTOR (Supported by SUBCONTRACTOR)

A. General

1. Following Document Review Process completion between CONTRACTOR and SUBCONTRACTOR, CONTRACTOR will submit design deliverables to EMPLOYER by transmittal for its design review. SUBCONTRACTOR may request a copy of the design deliverable submission and transmittal.

2. Within twenty one (21) days, EMPLOYER should review the submitted design documentation and respond to CONTRACTOR in written format. Any late response from EMPLOYER shall not relieve the SUBCONTRACTOR of any obligations to meet all the requirements of the Subcontract.

3. The SUBCONTRACTOR shall respond to design review comments of Employer's Representative via CONTRACTOR within ten (10) working days. If there is any design scope change as a result of request by Employer's Representative, CONTRACTOR shall be immediately informed.

4. SUBCONTRACOTOR shall prepare and provide to CONTRACTOR any supplementary documents necessary to confirm that the Design Deliverable submissions is in accordance with agreed design standards and Applicable Laws

5. Design Deliverable Review Process shall be deemed completed following written confirmation by CONTRACTOR.

Design Change Process

The SUBCONTRACTOR shall support CONTRACTOR's design change processes:

Requests for Information (RFI) – The SUBCONTRACTOR shall respond to RFIs from CONTRACTORs engineering and construction teams.

Field Change Notices (FCN) – The SUBCONTRACTOR shall review and respond to field change notices from CONTRACTORs engineering or construction teams.

Design Change Notices (DCN) – Where required the SUBCONTRACTOR shall prepare DCNs to capture changes to IFC designs. These may be initiated from either RFIs or FCNs.

The SUBCONTRACTOR shall not deviate from any implementation design during the construction of the works unless the change has been accepted by CONTRACTOR through a Field Change Request (FCR) or a Design Change Notice (DCN).

Schedule 3

Design Standards

Schedule 3 - Design Standards

SPECIFICATION

The Specification in each section of , designs, drawings and detailed descriptions of the Permanent Works is necessary to construct the Motorway along the Alignment in accordance with the Design and the Technical Standards, including without limitation, the calculations, samples, patterns, models, and other information of a similar nature which is essential for CONTRACTOR and EMPLOYER to obtain the Construction Permit, and for the construction of the Works, including the details of all tests to be performed during the Works by CONTRACTOR.

SUBCONTRACTOR is required to review the information given in this schedule 3 and identify any discrepancies with the specified standards for the project. Drawing list shown in this schedule shall not be considered as the full list of deliverables, SUBCONTRACTOR shall provide all drawings and construction details necessary to construct the project as required by CONTRACTOR.

1.1 Design Standards

The requirements of the "TEM Standards and Recommended Practice", Third Edition, February 2002, as specified in clauses 1.2.1 to 1.2.9 below, shall be respected and be supplemented by Croatian National Standards as of the Base Date. If there is a contradiction between the TEMs requirement as specified in clauses 1.2.1 to 1.2.9 below and Croatian National Standards, then such TEMs requirements will prevail unless otherwise agreed by the Parties. In respect of all other design requirements not specified in clauses 1.2.1 to 1.2.9 below, Croatian National Standards as of the Base Date shall apply. Furthermore, Route 7 practice will be used for the application of the above standards in Kosovo.

Bridge design should be undertaken using the following Eurocodes:

- Eurocode 1: Basis of design and actions on structures;
- Eurocode 2: Design of concrete structures; and
- Eurocode 8: Design provisions for earthquake resistance of structures.

Geotechnical design should be undertaken using Eurocode 7, Geotechnical Design.

1.2.1 Design Speed Definition – Horizontal and Vertical Alignment

1.2.1.1 The design speed is the speed which determines the layout of a new road, both in plan and in cross section, being the maximum safe speed for which the road is designed.

1.2.1.2 Possible design and construction in successive stages will have no influence upon the selection of the final design speed, but may influence the determination of the most restrictive geometric characteristics adopted in the first stage.

1.2.1.3 The motorway should have similar geometric characteristics over sufficiently long sections.

1.2.1.4 Possible variations in the geometric characteristics should occur only at points acceptable to the user (for example, in passing from urban to extra-urban zones, or where the morphology of the terrain crossed undergoes change).

1.2.1.5 If this is not possible, the variation in the geometric characteristics should occur gradually.

1.2.1.6 Horizontal and vertical alignment should be such that the user notices no unjustified breaks in continuity, and is given timely warning of the critical points along the

route, especially in the vicinity of interchanges, so that he can execute the necessary maneuvers.

1.2.1.7 In order to achieve a smooth alignment, it is suggested to observe the following recommendations:

a) avoid the use of very long straights;

b) try to maintain conformity, where possible, between the horizontal and vertical alignments;

c) insert, between two horizontal circular curves, connecting curves of variable radius (transition curves).

1.2.2 Design Speed

1.2.2.1 In general, the design speed along the whole length of the TEM is 120 km/h.

1.2.2.2 It is, however, possible to adopt a lower design speed on particular sections with difficult topography. Design speeds of 100 km/h or even 80 km/h will thus be acceptable where justified by economic and technical considerations.

Note:

- Design Speed Limit for Section C1 & C2 will be 120km/h
- Design Speed Limit for M2 Connector Road & Section C3 will be 80km/h.

1.2.2.3 Where environmental features permit, it is also possible to adopt a design speed of 140 km/h.

1.2.3 Design Speed at Interchanges and Tunnels

1.1.3.1 No reduction at all in the design speed of the motorway should be allowed at interchanges and tunnels.

1.1.3.2 Only in cases where this might be justifiable by technical and economic reasons, will it be possible to adopt lower design speed within tunnels. A reduction of no more than 25% would be accepted, and in no case may the speed drop below 80 km/h.

1.2.4 Horizontal Curves

1.2.4.1 The Minimum radii horizontal curves for each design speed are shown in Table 1a.

1.2.4.2 Table 1a gives minimum radii 7% crossfall (see paragraph 2.1.8) related to design speed.

Table 1a

Design Speed (km/h):	140	120	100	80
Minimum Horizontal Radii (m):	1000	650	450	240

1.2.5 Transition Curves

1.2.5.1 For the length (L) of the transition curves on the motorway proper, the greater of the values obtained with the following criteria should be adopted:

a)
$$L \geq \frac{v^3}{RC}\left(1 - \frac{Rg\delta}{v^2}\right)$$

where:
v = design speed (m/sec)

g = acceleration of gravity (m/sec²)

R = radius of the curve to be connected (m)

δ = superelevation (1)

C = variation of the centrifugal acceleration in time units, no greater than 0.5 m/sec³

(1) "Superelevation" is the transverse inclination given to the cross section of a carriageway throughout the length of a horizontal curve to reduce the effects of centrifugal force on a moving vehicle.

b)
$$L \geq \frac{\Delta h}{0.005}$$
where Δ h = the difference in elevation of edges 0.005 compared to axis (m).

1.2.5.2 This means that the average value of the relative gradient of the edges of the carriageway with respect to the axis of the motorway ought not to exceed 0.5%. Moreover, the rotation zone should be dimensioned so as to minimize the possibility of aquaplaning phenomena.

1.2.6 Vertical Curves

1.2.6.1 The minimum radii of convex vertical curves are given in the following table for each design speed:

Table 1b

Design Speed (km/h):		140	120	100	80
Minimum Radii for Convex Vertical Curves (m):	2 -Way Carriageway:	-	-	10,000	4,500
	1 -Way Carriageway:	27,000	12,000	6,000	3,000

1.2.6.2 The figures regarding the concave curves should be calculated for each design speed in such a way as to entail a vertical acceleration of no more than 0,25 m/sec².

1.2.6.3 The values referring to the two-way carriageway have to be used in those cases where the motorway in the first stage consists only of a single two-way carriageway.

1.2.7 Gradients

1.2.7.1 Table 1c gives for each design speed the maximum gradients necessary to ensure that passenger vehicles maintain the related design speed:

Table 1c

Design Speed (km/h)	140	120	100	80
Maximum Gradient	3%	4%	5%	6%

1.2.7.2 The length of the section with gradient higher than 3% should be limited in proportion to the gradient value.

1.2.7.3 For drainage reasons, the gradient should never be less than 0,3%.

1.2.8 Crossfall

1.2.8.1 Normal crossfall must be sufficient to facilitate the disposal of rainwater and not be less than 2%.

1.2.8.2 Normal crossfalls should be maintained on curves with radii greater than or equal to those shown in the following table:

Table 1d

Design Speed (km/h)	140	120	100	80
Radius (m)	4,500	3,500	2,500	2,000

1.2.8.3 On curves having radii less than the figures shown in the above table, crossfall should be determined in accordance with the design speed and the transversal friction coefficient, up to a maximum value of 7% corresponding to the minimum radius.

1.2.9 Sight Distance

1.2.9.1 A sight distance at least equivalent to the stopping distance has to be maintained along the whole length of the motorway.

1.2.9.2 In calculating the sight distance, account must be taken of the gradient of the motorway.

1.2.9.3 On curves, the stopping distance should be increased by 25% in the case of radii of a value of less than 5 V meters, where V is the design speed expressed in km/h.

1.2.9.4 Minimum stopping distances for level and straight conditions are given in the following table:

Table 1e

Design Speed (km/h)	140	120	100	80
Stopping Distance (m)	325	200	150	100

1.2.9.5 In case of construction by successive stages (i.e., an initial single two-way carriageway), the minimum sight distances necessary for overtaking are given in the following table for each design speed:

Table 1f

Design Speed (km/h)	140	120	100	80
Absolute Minimum Sight Distance for Overtaking (m)	-	-	400	325
Desirable Minimum Sight Distance for Overtaking (m)	-	-	600	475

1.2.9.6 These distances should be guaranteed along the route of the motorway in high percentages and distributed uniformly.

1.2.9.7 On portions of the route where these distances are not guaranteed, road markings and signs banning overtaking must be posted.

The width of the shoulders should be equal to at least 3.00 m, of which 2.50 m is paved, so as to permit emergency stops. In cases where it is impossible to provide an emergency lane, but only lay-bys, the width of the shoulder should be no less than 0.50 m. An edge marking – guideline – 0.25 m in width should be provided between the shoulder and the carriageway (RP). On the outside of the shoulder there should also be provided a verge of 0.50 m in width, where a safety fence shall be installed if required.

2.0 Technical Standards

The General Technical Requirements for Roads dated 2001 (in six volumes) as issued by the Croatian Roads Authority, which are the same as the Technical Standards as the Morinë to Pristina North Interchange Motorway.

3.0 Other Design Related Standards and Regulations

Alignment Design:

For main road where listed design standards in section 1.0 above are not sufficient, Regulation on the main requirements which the public roads outside settlements, and their elements, must fulfill with regard to traffic safety , OG 110/01 (Pravilnik o osnovnim uvjetima kojima javne ceste izvan naselja i njihovi elementi moraju udovoljavati sa stajališta sigurnosti prometa) and practice from Route 7 shall be followed.

Hydrology Report:

1. Allowable headwater level

a. The structure (or a combination of structures) must be able to discharge the flood quantity with an upstream water level or headwater level that will not pose a risk of flooding the motorway. Considering 100-year flood flows for all structures, there should be a freeboard of at least 1 m between the headwater level and the highway elevation.

b. The structure (or a combination of structures) must be able to discharge the flood quantity with an upstream water level or headwater level compatible with the setting of the project and the preservation of private property. If a specific allowable headwater level for a specific return flow is required by the Employer, it shall be ensured in the design.

2. Ratio of the headwater depth to the structure height

This ratio should not exceed 1.2 for the flow under consideration, which should ensure that the inlet will not be submerged. For pipe and multiple pipe culverts this is required for the 25-year return period, and for box or multiple box culverts this is required for the 100-year return period.

3. Hydraulic performance and freeboard within the culvert

Culverts are generally to be designed for free surface flow conditions with a sufficient freeboard within the culvert to be able to pass large floating debris.

Based on, for example, British Highways Agency Design Manual for Roads and Bridges the following minimum freeboard requirements are adopted:

a. For pipe and multiple pipe culverts, the freeboard within the culvert should be at least 30 cm for the 25-year return period.

b. For box and multiple box culverts, the freeboard within the culvert should be at least 60 cm for the 100-year return period.

4. Debris control

The width of a box culvert or the widths of individual barrels of a multiple box culvert should be determined considering the effects of potential debris accumulation on this culvert performance. Based on the relevant literature (Federal Highway Administration: Debris Control Structures, Evaluation and Countermeasures, Third Edition, Hydraulic Engineering Circular No. 9, Publication No. FHWA-IF-04-016, October 2005) (from hydraulic letter-110) it is recommended to select the width of the barrel equal or greater than the length of the „design log", which is defined by FHWA as the width of the channel at the narrowest section upstream of the site. This barrel width should be sufficient to pass even the largest debris that could reach the site.

5. Scour control

Since a culvert generally constricts the available channel area, flow velocities in the culvert may be higher than in the downstream channel. These increased velocities can cause streambed scour and bank erosion in the vicinity of the culvert outlet. Energy dissipators and outlet protection will be included as needed to avoid excessive scour at the culvert outlet. The scour control and outlet protection devices will be designed at the Detailed Design Level.

At the Preliminary Design Level, all structures shall be designed such that the outlet flow velocity does not exceed 5 m/s in order to avoid complex and costly outlet control schemes in Detailed Design and construction.

6. Internal drainage

Criteria for designing internal drainage is connected to the precipitation return period P=10yrs and to the time of concentration tc=10-15 min.

a. Standard ATV – A 118E – Hydraulic dimensioning and Vertification of Drainage Systems, November 1999, Germany

b. Živko Vuković, M. Eng. Ph. D.: Basic of Hydraulic Engineering, The first part, The second book; Akvamarine, 1995. (University of Zagreb textbooks, University of Josip Juraj Strossmayer in Osijek textbooks)

c. JUS U.C4.020 – Design And Construction of Roads – Intensity of Rainfall, 1982

d. U.S. Department of Transportation, Federal Highway Administration, Hydraulic Design Series No. 4, Introduction to Highway Hydraulics, Publication FHWA-NHI-08-090, June 2008 (from hydraulic letter-110)

e. MDOT Drainage Manual, Michigan Department of Transportation

f. R.H. McCuen: Hydrolgic Analisys and Design, R.H. McCuen, second edition, 1998, New Jersey

g. URBAN DRAINAGE DESIGN MANUAL, U.S. Department of Transportation, Federal Highway Administration, Hydraulic Engineering Circular No. 22, Second Edition, National Highway Institut

7. External drainage

Criteria for designing external drainage is connected to the precipitation return period P=10 yrs and the time of concentration is calculated by Federal Aviation Agency equation.

a. Federal Aviation Agency equation is taken from the book: R.H. McCuen: Hydrolgic Analisys and Design, R.H. McCuen, second edition, 1998, New Jersey

b. MDOT Drainage Manual, Michigan Department of Transportation

c. JUS U.C4.020 – Design And Construction of Roads – Intensity of Rainfall, 1982

d. U.S. Department of Transportation, Federal Highway Administration, Hydraulic Design Series No. 4, Introduction to Highway Hydraulics, Publication FHWA-NHI-08-090, June 2008 (chapter 2.5.3 – overland flow 130 m) (from hydraulic letter-110)

8. Sedimentation basin

a. URBAN DRAINAGE DESIGN MANUAL, U.S. Department of Transportation, Federal Highway Administration, Hydraulic Engineering Circular No. 22, Second Edition, National Highway Institut

b. Golder Associates Report „Recommended Environmental Design Principles" 6 August, 2010

Traffic Signs and Road Markings and Traffic Safety

Traffic signs, road surface markings and road safety equipment are designed according to the Ordinance on Traffic Signs, Traffic Equipment and Road Signalization (Official Gazette of the Republic of Croatia "Narodne novine" No. 33/05, Amendment in "Narodne novine" No. 64/05, Amendment in "Narodne novine" No. 155/05, 14/11) (Pravilnik o prometnim znakovima, opremi i signalizaciji na cestama (N.N.br. 33/05; Ispravak N.N.br. 64/05; izmjene i dopune N.N.br. 155/05; izmjene i dopune N.N.14/11))

Pavement markings are designed according EN 1436:2009, EN 1463-1:2009, EN 1463-2:2001, EN 1423:2012, EN 1424:2004 and the Ordinance on Traffic Signs, Traffic Equipment and Road Signalization (Official Gazette of the Republic of Croatia „Narodne novine" No. 33/2005)

Structure Design

EN 206:2013 Concrete specification, performance, production and conformity

EN 10080:2005 Steel for reinforcement of concrete – Weldable reinforcing steel – General

EN 10138:1:2005 to EN 10138:4:2005 –Prestressing steel

Structural bearings EN 1337-1:2000, EN 1337-2:2004, EN 1337-3:2005, EN 1337-4:2004, EN 1337-5:2005, EN 1337-6:2004, EN 1337-7:2004, EN 1337-8:2007

Eurocodes; EN1990,EN1991,EN1992,EN1993,EN1997,EN1998

EN 40-3-3: Lighting columns – Design and verification – Verification by calculation

ISO 12494 – Atmospheric icing of structures

EN 10025 – Hot rolled products of structural steels

EN 10210 - Hot finished structural hollow sections of non-alloy and fine grain steels

EN 10219 - Cold formed welded structural hollow sections of non-alloy and fine grain steels

Regulation of temporary technical regulations for construction in seismic areas ("Pravilnik o privremenim tehničkim propisima za građenje u seizmičkim područjima"), declared in Službeni list SFRJ 39/64.;

Amendment of Regulation of temporary technical regulations for construction in seismic areas („Pravilnik o izmjenama i dopunama Pravilnika o tehničkim normativima za izgradnju objekata visokogradnje u seizmičkim područjima"), declared in Službeni list SFRJ 52/90

nHRN ENV 1998-1-1:2004

Lighting Design

CIE No 115/95

CEN/TR 13201-1

EN 13201-2

The above parameters will be used as guidance; SUBCONTRACTOR may propose any equivalent standard and/or regulation to CONTRACTOR's approval.

Schedule 8

Surveying Requirements

Preliminary investigative work: CONTRACTOR will provide topographical survey with triangulation model, including, trigonometrical data, traverse and leveling network within boundary of the proposed motorway route, this is outside of the SUBCONTRACTOR scope of work. The data will be supplied in digital format compatible with CAD.

The topographical survey will be done by CONTRACTOR, undertaking the procedures below;

1. PREPARING TOPOGRAPHIC MAP 1: 1000 (1:500)

1.1. *Description of the Assignment*

1.1.1. Preliminary investigative work: collecting of data on trigonometrical, traverse and leveling network within the boundary of the proposed motorway route;

1.1.2. Establishment of required number of control points;

1.1.3. Measuring of control points, computation of coordinates and control point levels;

1.1.4. Restitution of horizontal ground data with digital record), in the belt width required for the design;

1.1.5. Restitution of vertical ground data with digital ground model (DGM);

1.1.6. Digital record for layers on magnetic media of CD, upon the request and specification of the design;

2. ESTABLISHING TRAVERSE POINTS AND BENCH LEVELS, STAKING THE CENTRE LINE

2.1. *Description of establishing traverse, staking the centre line and measuring cross-sections*

2.1.1. Preliminary investigative work: obtaining data on survey points network (trigonometrical points).

2.1.2. Design, establishment and measuring of traverse points along the proposed motorway route outside the area likely to be disturbed by construction. Traverse shall be established on one side of road, if possible. Traverse points shall be established according to the Rules on geodetic survey. In survey geodimeters shall be used.

2.1.3. Computing coordinates and levels, making of list of coordinates and position description of traverse points.

2.1.4. Computing of parameters for staking of centre line based on traverse points for all sections provided in design documents.

2.2. *Establishing Bench Levels (Bench Marks)*

2.2.1. Preliminary investigative work: obtaining of data on national bench mark network.

2.2.2. Design, recognition and location of new bench marks along the line of the proposed motorway route and at the location of bridges and grade separated structures, at intervals of approx. 250 m, and at the location of every structure. Steel Bolts 20cm in length shall be set into concrete grade C25 of minimum dimensions 0,50 m x 0,25 m x 0,25 m, in existing concrete base or into any solid objects (building, concrete bridge or similar), protruding 2cm above the concrete surface.

2.2.3. Measuring shall be made by leveling instrument of high accuracy. Computation of bench levels and position descriptions.

2.3. *Centre Line Staking Report*

Centre line staking report shall be comprised of the following:

- engineering report,
- list of coordinates and levels of traverse,
- list of bench mark levels,
- position description of traverse points and bench marks
- basic engineering parameters of the centre line including data on main points,
- parameters of centre line staking,
- list of coordinates of centre line points,
- site plan with drawn centre line, traverse points and bench marks.

Upon completion of the staking the surveyor shall furnish the following:

- two Electronic copy on CD of staking report,
- a recorded handover in the field of the data on the following:
  - horizontal control points (traverse),
  - vertical control points (bench levels),
  - staked points in the centre line.

The recorded handover shall be carried out for the purposes of further processing and designs.

3. ESTABLISHING SURVEY BASE POINTS FOR STAKING OF BRIDGES AND VIADUCTS

3.1. *Description of the Assignment*

For most objects (bridges, viaducts) along with establishment of traverse it shall be required to prepare survey base (microtriangulation, microtrilateration, GPS and other) depending on the size of the structure and technical regulation, which shall serve as a base for staking of typical points (for bridges: abutments and piers) and for monitoring of construction of the structure.

3.2. *Staking report for typical points in centre line of structure*

For each bridges, or its survey base, a survey shall be carried out including the following material:

- engineering report on methods of measurements, measuring instruments and achieved accuracy of survey base points,
- the list of coordinates and levels of survey base points,
- the list of bench mark levels,
- position description of base survey points and bench marks,
- basic engineering parameters of the typical points in the centre line of a structure,
- parameters of staking of centre line of a structure,

4. GENERAL REQUIREMENTS

Concerning the Ground Control, bench-marks suitable for controlling elevation will be selected, coordinated and leveled with distances between bench-marks not more than 1000 m. They shall be established in permanent materials.

In relation to setting out of the alignment, where the geometric characteristics of the road are situated, shall be established permanent bench-marks at intervals along the road for Design & Preparation of Works Documents for each Section One through three not exceeding 250 m and shall be established a schedule of their levels.

During topographical survey works, all topographical details and features are to be recorded. These include, but are not limited to, road pavement, hard shoulders, embankment fill, earth cuttings, bridges, cross drainage structures, side drains, open water courses, side slope protection works,

irrigation channels and structures, flood protection works, retaining walls, acoustic walls, steel guard rails or concrete new-jersey barriers, trees, buildings, railway, utility services (e.g. electric power poles, telephone poles, water supply mains, sewerage reticulation, storm water drainage, Which are observed on the ground etc.), junctions with roads, footpaths, areas of ground failure and existing borrow pits. In addition all visible indications of property boundaries are to be surveyed (e.g. walls, pre-cast walls, fences, furrows, ditches and field or cultivation boundaries). The type of cultivation and/or use of land is to be recorded as well.

All readings and measurements are to be recorded in Field Books and Level Books (which may be printouts of total-station data recordings) in a form that is easily interpreted by an experienced draughtsman. Where appropriate, sketches are to be included.

Schedule 8 is describing of topographical site survey works, which is written for informative purposes.

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Schedule 15

Design Package Content

SUBCONTRACTOR's submission of Initial Design, Final Substructure Design and Final Superstructure Design shall include without limitation the following:

- Technical Description
- Structural Design Note
- Geotechnical Design Note
- Layout plan
- Longitudinal profile
- Plan view
- Longitudinal section
- Cross section
- Abutments (including foundation reinforcement, wall reinforcement, wing reinforcement and information required for construction drawings)
- Piers (including foundation reinforcement, pier reinforcement, pier cap reinforcement as required for construction drawings)
- Piling arrangement (including pile cap, pile connection details required for construction drawings)
- Beam or girder shapes (including arrangement of beams or girders, reinforcement, pre-stressed ropes, planks reinforcement)
- Deck slab and transition slab reinforcement (details, sections)
- Expansion joints
- Typical details (including guardrail, parapet, noise, barrier, drainage, arrangement of gullies, waterproofing details, communications and utilities ducts etc.)
- Topographical survey mapping
- Temporary works design to support the construction of the bridge
- A bill of quantities
- All other documentation required to perform construction of Bridge

Delivery requirements are further detailed under the following tables.

INITIAL DESIGN SUBMISSION

DOCUMENT SUBDIVISION	DOCUMENT SEQUENCE	DOCUMENT DESCRIPTION	SCALE
F	0401 - 0499	STATIC ANALYSIS	
F	0901 - 0999	GENERAL LAYOUT OR LOCATION PLAN	1:1000
F	1001 - 1099	LONGITUDINAL PROFILES	1:1000
F	1201 - 1299	PLAN VIEWS	1:50
F	1401 - 1499	LONGITUDINAL SECTIONS	1:50
F	1501 - 1599	CROSS SECTIONS	1:50
F	2501 – 2599	REINFORCEMENT OF PILES	1:50
B	0801 - 0899	GEOTECHNICAL REPORTS	
D	0801 - 0899	HYDROLOGICAL REPORTS	

FINAL SUBSTRUCTURE DESIGN SUBMISSION

DOCUMENT SUBDIVISION	DOCUMENT SEQUENCE	DOCUMENT DESCRIPTION	SCALE
F	0401 - 0499	STATIC ANALYSIS	
F	0901 - 0999	GENERAL LAYOUT OR LOCATION PLAN	1:1000
F	1001 - 1099	LONGITUDINAL PROFILES	1:1000
F	1201 - 1299	PLAN VIEWS	1:50
F	1401 - 1499	LONGITUDINAL SECTIONS	1:50
F	1501 - 1599	CROSS SECTIONS	1:50
B	0801 - 0899	GEOTECHNICAL REPORTS	
D	0801 - 0899	HYDROLOGICAL REPORTS	
F	1901 - 1999	ABUTMENTS	1:50
F	2001 - 2099	PIERS	1:50
F	2501 – 2599	REINFORCEMENT OF PILES/FOUNDATIONS	1:50
F	2601 - 2699	REINFORCEMENT OF PIERS	1:50
F	2701 - 2799	REINFORCEMENT OF ABUTMENTS	1:50
F	2701 - 2799	REINFORCEMENT OF ABUTMENTS	1:50
F	4001 - 4099	DRAINAGE	1:50

FINAL SUPERSTRUCTURE DESIGN SUBMISSION

DOCUMENT SUBDIVISION	DOCUMENT SEQUENCE	DOCUMENT DESCRIPTION	SCALE
F	0401 - 0499	STATIC ANALYSIS	
F	0901 - 0999	GENERAL LAYOUT OR LOCATION PLAN	1:1000
F	1001 - 1099	LONGITUDINAL PROFILES	1:1000
F	1201 - 1299	PLAN VIEWS	1:50
F	1401 - 1499	LONGITUDINAL SECTIONS	1:50
F	1501 - 1599	CROSS SECTIONS	1:50
F	2101 - 2199	GIRDERS	1:50
F	2201 - 2299	SLABS	1:50
F	2901 - 2999	REINFORCEMENT OF CROSS GIRDERS	1:50
F	3001 - 3099	REINFORCEMENT OF CONTINUOUS BEAMS	1:50
F	3101 - 3199	REINFORCEMENT OF DECK SLABS	1:50
F	3201 - 3299	REINFORCEMENT OF FASCIA BEAMS AND SIDEWALKS	1:50
F	3401 - 3499	REINFORCEMENT OF TRANSITION SLABS	1:50
F	3701 - 3799	RAILING AND SECURITY FENCES	1:50
F	3901 - 3999	EXPANSION JOINTS	1:50
F	4001 - 4099	DRAINAGE	1:50

Schedule 16

Document Submittal Control

DOCUMENT SUBMITTAL CONTROL

1.0 Document Submittal Schedule

The Design Consultant shall provide Drawing & Document Submittal Schedule, in the form of a log, as per FORM C-1, detailing all envisaged drawing submittals for the duration of the subontract.

The Document Submittal Schedule shall include; contractor abbreviation; road section; road sub-section; volume category; volume number; document numbers; document titles; scheduled, actual and forecast submittal dates.

2.0 Document Volumes

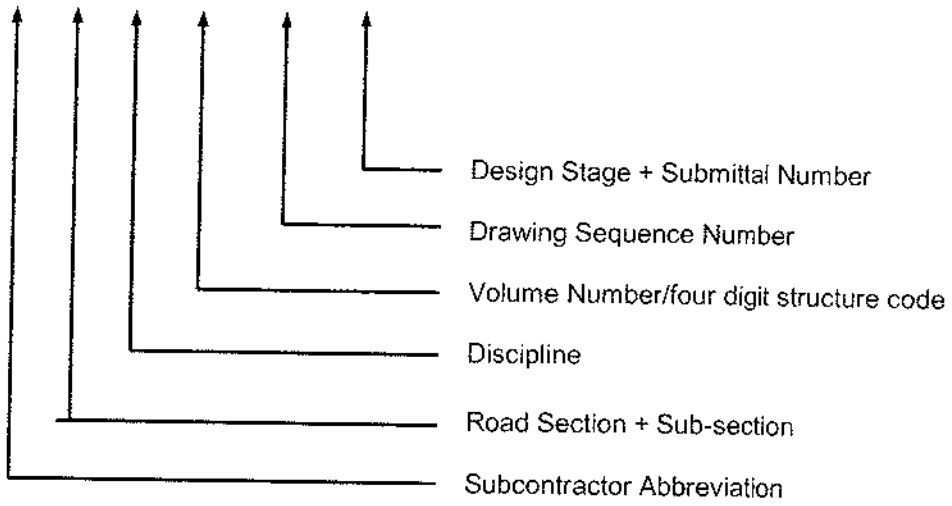
The Design Consultant shall provide to BEGP, as part of the Submittal Schedule, a detailed list of all Volumes, by category, required for each roadway Section and Sub-Section. The Design Consultant shall confirm all Standard Documents and those required in each Volume Category.

3.0 Document Numbering Method

All documents shall be numbered in the following format and method.

Example:
General Layout of Structures for Bridge on km 302+700 in Section C3, Sub-section A , at preliminary design stage and first submission

XX - C3A - F - B028 - 0901 – X0



Subcontractor Abbreviation:

Pre-determined two digit initials for Subcontractor shall be agreed upon prior to document submittal. Standard Drawings that are to be used for all sections shall be coded 00.

Road Section and Road Sub-Section:
Represent the Road Sections and Sub-Sections used in defining the location of the work. The following codes shall be used:

	C3 Chainage		Route 6 Chainage	
	Start	End	Start	End
C3A	300+000	306+550	44+537	51+087
C3B	306+550	314+622	51+087	59+159
C3C/C3D	314+622	315+522	59+159	60+069

Volume Category:
Single letter designating the Volume Category to which the document belongs. The following Volume Category Codes shall be used:

Initial	**Discipline Description**
A	All Road Works: Alignment, Interchanges, Road Crossings, etc.
B	Soil Mechanics Investigation Works
C	Internal Surface Drainage
D	External Water Course Control
E	Road Furniture, Signs and Road Markings
F	Structures
G	Road Lighting and Power Supply
H	Landscaping
I	LV and HV Lines Reconstruction
J	Noise Protection
K	Telecom Installations and PTT Lines Protection
L	Tunnels
M	Miscellaneous
N	Document applies to whole section

Volume number/four digit structure code:
Volume Number: Sequential number assigned to each Volume within the Volume Category. For each Volume Category in every Road Sub-Section, the Volume Number shall start at 10 and increase by a factor of 10 sequentially. The number shall consist of four (4) digits:

Example: A-0010 1st Volume of Road Main Alignment
A-0020 2nd Volume of Road Main Alignment

The four digit Structure code: will include an initial letter and three numbers covering the km of the structure. Letter codes are as follows;

Structure Code	***Description***
B	Bridge
O	Overpass
R	Retaining Wall (Concrete)
U	Underpass
V	Viaducts, Large Structures

For Structures the Volume Number shall include the Structure code and km position;
Example: F-B095 Bridge at km 9+500
F-O105 Overpass at km 10+500

Document Sequence Number:

Sequential number assigned to each Document within the Volume. The number shall consist of four (4) digits. For each Volume in every Volume Category, the Document Sequence Number shall be assigned according to the following standard groups:

DOCUMENT SEQUENCE	DOCUMENT DESCRIPTION	VOLUME CATEGORY												
		A	B	C	D	E	F	G	H	I	J	K	L	M
0101 - 0199	GENERAL PARTS	X		X	X	X	X	X	X	X	X	X	X	
0201 - 0299	TECHNICAL DESCRIPTIONS	X		X	X	X	X	X		X	X	X	X	
0301 - 0399	BILL OF QUANTITIES	X		X	X	X	X	X	X	X	X	X	X	
0401 - 0499	STATICS ANALYSIS					X	X			X				
0501 - 0599	CALCULATIONS	X		X	X	X	X	X		X	X			
0601 - 0699	TABLES				X						X			
0701 - 0799	COST ESTIMATES				X		X						X	
0801 - 0899	REPORTS		X											X
0901 - 0999	GENERAL LAYOUT OR LOCATION PLAN	X		X	X	X	X	X	X	X	X	X	X	
1001 - 1099	LONGITUDINAL PROFILES	X		X	X	X				X			X	
1101 - 1199	GENERAL DRAWINGS					X								
1201 - 1299	PLAN VIEWS	X		X		X	X	X			X		X	
1301 - 1399	ELEVATIONS	X				X		X			X			
1401 - 1499	LONGITUDINAL SECTIONS					X				X				
1501 - 1599	CROSS SECTIONS	X		X	X	X		X					X	
1601 - 1699	TYPICAL CROSS SECTIONS	X		X	X	X		X					X	
1701 - 1799	DETAILS	X		X	X	X	X	X		X		X		
1801 - 1899	TYPICAL DETAILS	X		X	X	X	X	X		X		X		
1901 - 1999	ABUTMENTS					X								
2001 - 2099	PIERS					X								
2101 - 2199	PRECAST GIRDERS					X								
2201 - 2299	DECK SLABS					X								
2301 - 2399	STAKING OUT OF FOUNDATIONS PLANS					X								
2401 - 2499	STAKING OUT OF PILES PLANS					X								
2501 - 2599	REINFORCEMENT OF PILES					X								
2601 - 2699	REINFORCEMENT OF PIERS					X								
2701 - 2799	REINFORCEMENT OF ABUTMENTS					X								
2801 - 2899	REINFORCEMENT OF PRECAST GIRDERS					X								
2901 - 2999	REINFORCEMENT OF CROSS GIRDERS					X								
3001 - 3099	REINFORCEMENT OF CONTINUOUS BEAMS					X								
3101 - 3199	REINFORCEMENT OF DECK SLABS					X								
3201 - 3299	REINFORCEMENT OF FASCIA BEAMS AND SIDEWALKS					X								
3301 - 3399	REINFORCEMENT OF HEAD BEAMS					X								
3401 - 3499	REINFORCEMENT OF TRANSITION SLABS					X								
3501 - 3599	REINFORCEMENT OF STAIRS					X								
3601 - 3699	PRESTRESS TENDON REINFORCEMENT					X								
3701 - 3799	RAILINGS AND SECURITY FENCES					X								
3801 - 3899	GUARD-RAILS					X								
3901 - 3999	EXPANSION JOINTS					X								
4001 - 4099	DRAINAGE					X								
4101 - 4199	REINFORCEMENT OF CULVERTS					X								
5201 - 5299	VERTICAL ALIGNMENT DATA FILES	X												
5301 - 5399	HORIZONTAL ALIGNMENT DATA FILES	X												
5401 - 5499	CROSS SECTIONS DATA FILES	X												

Example: 501 1st Cross Section Document in Volume A-0010

1502 2nd Cross Section Document in Volume A-0010

Design Stage + Submittal Number:

Single letter designating the Design Stage to which the document belongs. The following Design Stage Category Codes shall be used:

Design Stage Code	***Description***
X	Preliminary Design Stage
Y	Final Design Stage
Z	Implementation Design, Issue For Construction

For all Documents X and Y, the first submission shall be revision 'A'. Therein after revisions of that submittal shall be by letter A, B, C. For Z Documents the first revision shall be 1, with following revisions 2, 3..... For drawings, the Revision Number shall appear in an identified Revision Box, indicating the Revision Number and the date of the revision as well as in the Document Number (as shown in the Example under section 3.0). Other Documents shall have the Revision Number and date appear in the Document Number to be shown on the cover or title page of the document. The Volume cover or title page shall indicate the latest Revision Number and date of all documents included in the volume.

Example: -YA- Final Design Stage, 2nd submission

Schedule 17

IMPLEMENTATION DOCUMENTS

No	Title	Type	Owner Dept	Project Number	Rev	Date on doc.
1	Injury- Illness Reporting and Recordkeeping	CP	ES&H	25939-000-HS-083-0111_00	0	2014-10-25
2	Legal and Other Requirements	CP	ES&H	25939-000-HS-083-0110_00	0	2014-11-03
3	Management Review	CP	ES&H	25939-000-HS-083-0109_00	0	2014-11-03
4	Internal Audit Environmental Management System	CP	ES&H	25939-000-HS-083-0108_00	0	2014-11-03
5	Control of Records	CP	ES&H	25939-000-HS-083-0107_00	0	2014-11-03
6	Nonconformity, Corrective Action, and Preventive Action	CP	ES&H	25939-000-HS-083-0106_00	0	2014-11-03
7	Compliance Evaluation	CP	ES&H	25939-000-HS-083-0105_00	0	2014-11-03
8	Monitoring and Measurement	CP	ES&H	25939-000-HS-083-0104_00	0	2014-11-03
9	Emergency Environmental Preparedness	CP	ES&H	25939-000-HS-083-0103_00	0	2014-11-03
10	Operational Control	CP	ES&H	25939-000-HS-083-0102_00	0	2014-11-03
11	Documentation and Control of Documents	CP	ES&H	25939-000-HS-083-0101_00	0	2014-11-03
12	Communication	CP	ES&H	25939-000-HS-083-0100_00	0	2014-11-03
13	Competence, Training and Awarness	CP	ES&H	25939-000-HS-083-0099_00	0	2014-11-03
14	Resources, Roles, Responsibility, and Authority	CP	ES&H	25939-000-HS-083-0098_00	0	2014-11-03
15	Objectives, Targets and Programs	CP	ES&H	25939-000-HS-083-0097_00	0	2014-11-03
16	Environmental Aspects	CP	ES&H	25939-000-HS-083-0096_00	0	2014-11-03
17	Environmental Policy	CP	ES&H	25939-000-HS-083-0095_00	0	2014-11-03
18	General Requirements	CP	ES&H	25939-000-HS-083-0094_00	0	2014-11-03
19	Work at High Altitudes	CP	ES&H	25939-000-HS-083-0093_00	0	2014-10-31
20	Government Agency ES&H Inspections and Investigations	CP	ES&H	25939-000-HS-083-0092_00	0	2014-10-31
21	Project Initation and Closure	CP	ES&H	25939-000-HS-083-0091_00	0	2014-10-25
22	Blasting and Explosive Ordnance Operations	CP	ES&H	25939-000-HS-083-0090_00	0	2014-07-14
23	Drug and Alcohol Abuse Testing	CP	ES&H	25939-000-HS-083-0076_00	0	2014-10-31
24	Occupational Exposure to Carcinogens, Mutagens, and Teratogens	CP	ES&H	25939-000-HS-083-0075_00	0	2014-11-03

25	Workers' Compensation	CP	ES&H	25939-000-HS-083-0074_00	0	2014-11-03
26	Automated External Defibrillator (AED) Requirements	CP	ES&H	25939-000-HS-083-0073_00	0	2014-11-03
27	Heat and Cold Stress Prevention	CP	ES&H	25939-000-HS-083-0072_00	0	2014-11-03
28	Air Surveillance Program	CP	ES&H	25939-000-HS-083-0071_00	0	2014-10-15
29	Hearing Conservation Program	CP	ES&H	25939-000-HS-083-0070_00	0	2014-11-03
30	Respiratory Protective Equipment	CP	ES&H	25939-000-HS-083-0069_00	0	2014-10-25
31	Radiation Protection Program	CP	ES&H	25939-000-HS-083-0068_00	0	2014-10-31
32	Occupational Exposure to Cadmium	CP	ES&H	25939-000-HS-083-0067_00	0	2014-10-31
33	Occupational Exposure to Lead	CP	ES&H	25939-000-HS-083-0066_00	0	2014-10-31
34	Occupational Exposure to Benzene	CP	ES&H	25939-000-HS-083-0065_00	0	2014-10-31
35	Blood Borne Pathogens	CP	ES&H	25939-000-HS-083-0064_00	0	2014-11-03
36	Occupational Health Records Maintenance System	CP	ES&H	25939-000-HS-083-0063_00	0	2014-10-31
37	Medical Emergency Evacuations	CP	ES&H	25939-000-HS-083-0062_00	0	2014-11-03
38	Occupational Health and Industrial Hygiene	CP	ES&H	25939-000-HS-083-0061_00	0	2014-11-03
39	Medical Surveillance	CP	ES&H	25939-000-HS-083-0060_00	0	2014-10-31
40	Medical Services& Medical Management	CP	ES&H	25939-000-HS-083-0059_00	0	2014-11-03
41	Winter Preparedness	CP	ES&H	25939-000-HS-083-0058_00	0	2014-07-14
42	Fatigue Management	CP	ES&H	25939-000-HS-083-0057_00	0	2014-07-10
43	Hearing Conservation Program	CP	ES&H	25939-000-HS-083-0056_00	0	2014-10-15
44	ES&H Recognition Pogram	CP	ES&H	25939-000-HS-083-0055_00	0	2014-10-15
45	ES&H Disciplinatory Process	CP	ES&H	25939-000-HS-083-0054_00	0	2014-07-14
46	Piling Operations	CP	ES&H	25939-000-HS-083-0051_00	0	2014-07-14
47	Utility Clearance	CP	ES&H	25939-000-HS-083-0050_00	0	2014-10-15
48	Work on Near Water	CP	ES&H	25939-000-HS-083-0049_00	0	2014-07-14
49	Office Facilities	CP	ES&H	25939-000-HS-083-0048_00	0	2014-07-14
50	Night Work	CP	ES&H	25939-000-HS-083-0047_00	0	2014-07-14

51	Drinking Water Ice	CP	ES&H	25939-000-HS-083-0045_00	0	2014-07-14
52	Safety Watches	CP	ES&H	25939-000-HS-083-0044_00	0	2014-07-14
53	Electrical Equipment and Assured Grounding	CP	ES&H	25939-000-HS-083-0043_00	0	2014-07-14
54	Compressed Gas Cylinders	CP	ES&H	25939-000-HS-083-0042_00	0	2014-07-14
55	Articulating Boom Platforms	CP	ES&H	25939-000-HS-083-0041_00	0	2014-07-14
56	Cranes and Lifting Operations	CP	ES&H	25939-000-HS-083-0040_00	0	2014-10-15
57	Portable Ladders Inspection & Control	CP	ES&H	25939-000-HS-083-0039_00	0	2014-07-14
58	Lockout/Tagout Procedure	CP	ES&H	25939-000-HS-083-0038_00	0	2014-07-14
59	Hazardous Work Permits	CP	ES&H	25939-000-HS-083-0037_00	0	2014-07-14
60	Suspended Personnel Platforms	CP	ES&H	25939-000-HS-083-0036_00	0	2014-07-14
61	Excavation, Trenching& Backfill	CP	ES&H	25939-000-HS-083-0035_00	0	2014-07-14
62	Confined Space Entry	CP	ES&H	25939-000-HS-083-0034_00	0	2014-07-14
63	Roofing Work	CP	ES&H	25939-000-HS-083-0033_00	0	2014-07-14
64	Floor and Wall Openings	CP	ES&H	25939-000-HS-083-0032_00	0	2014-07-14
65	Barricades and Signs	CP	ES&H	25939-000-HS-083-0031_00	0	2014-07-14
66	Scaffolding	CP	ES&H	25939-000-HS-083-0030_02	0	2015-11-04
67	Fall Protection	CP	ES&H	25939-000-HS-083-0029_00	0	2014-07-14
68	Fire Prevention and Protection	CP	ES&H	25939-000-HS-083-0028_00	0	2014-07-14
69	Temporary Labor Camps	CP	ES&H	25939-000-HS-083-0027_00	0	2014-07-14
70	Nondestructive Examination	CP	ES&H	25939-000-HS-083-0026_00	0	2014-07-14
71	Powered Industrial trucks	CP	ES&H	25939-000-HS-083-0024_00	0	2014-07-14
72	Powder Actuated Tools	CP	ES&H	25939-000-HS-083-0023_00	0	2014-07-14
73	Personal Protective Equipment	CP	ES&H	25939-000-HS-083-0022_00	0	2014-07-14
74	Emergency Preparedness	CP	ES&H	25939-000-HS-083-0021_00	0	2014-07-14
75	Hazard Communication Program	CP	ES&H	25939-000-HS-083-0020_00	0	2014-07-14
76	Housekeeping Reqirements	CP	ES&H	25939-000-HS-083-0019_00	0	2014-07-14

77	General Safe Work Practices	CP	ES&H	25939-000-HS-083-0018_00	0	2014-07-14
78	Incident Reporting& Investigation	CP	ES&H	25939-000-HS-083-0015_01	1	2015-05-18
79	Subcontractor ES&H Evaluation, Selection& Monitoring	CP	ES&H	25939-000-HS-083-0012_00	0	2014-07-10
80	ES&H Assessment	CP	ES&H	25939-000-HS-083-0011_00	0	2014-07-10
81	Predictive Metrics	CP	ES&H	25939-000-HS-083-0010_00	0	2014-07-10
82	Manual Material Handling (Back Injury Prevention Program	CP	ES&H	25939-000-HS-083-0009_00	0	2014-07-10
83	People Based Safety Process	CP	ES&H	25939-000-HS-083-0008_01	1	2014-07-10
84	Reporting and Investigating Near Miss Incidents	CP	ES&H	25939-000-HS-083-0007_00	0	2014-07-10
85	Zero Accident Team	CP	ES&H	25939-000-HS-083-0006_00	0	2014-07-10
86	Risk Assessments, Job Hazard Analysis and STARRT	CP	ES&H	25939-000-HS-083-0005_01	1	2014-11-29
87	Proejct Development and Planning Process	CP	ES&H	25939-000-HS-083-0004_00	0	2014-07-10
88	Orientation Training and Development	CP	ES&H	25939-000-HS-083-0003_00	0	2014-07-10
89	ES&H Responsibilities	CP	ES&H	25939-000-HS-083-0002_00	0	2014-07-10
90	Enviromental , Safety and Health Plan (ESH)	CP	ES&H	25939-000-HS-083-0001_00	0	2014-10-14
91	Lepence River Surveying	MS	Surveying	25939-000-SY-020-0003_00	0	2017-06-29
92	Pre- Production Survey Works	MS	Surveying	25939-000-SY-020-0002_00	0	2014-10-13
93	Slope Monitoring	MS	Surveying	25939-000-SY-020-0001_00	0	2014-10-13
94	Repair of New Jersey Barriers	MS	Building or Structural	25939-000-ST-020-0028_00	0	2017-09-16
95	Well Foundation Construction	MS	Building or Structural	25939-000-ST-020-0027_00	0	2017-08-24
96	Segregation Repair for Prestressed U Beam	MS	Building or Structural	25939-000-ST-020-0026_00	0	2017-08-03
97	Expansion Joint Installation	MS	Building or Structural	25939-000-ST-020-0025_00	0	2015-07-28
98	Deck Slab Waterproofing	MS	Building or Structural	25939-000-ST-020-0024_00	0	2015-06-25
99	Crack Repair for Concrete Structures	MS	Building or Structural	25939-000-ST-020-0023_00	0	2015-06-11
100	Precast T Beam Installation	MS	Building or Structural	25939-000-ST-020-0022_00	0	2015-04-03
101	Precast Concrete Element Production	MS	Building or Structural	25939-000-ST-020-0021_01	1	2015-07-24
102	Demolition of Pier Elevation	MS	Building or	25939-000-ST-020-	0	2017-09-04

			Structural	0020_00		
103	Pile- Cap Breaking	MS	Building or Structural	25939-000-ST-020-0019_00	0	2015-04-04
104	F/E Type Barrier Installation	MS	Building or Structural	25939-000-ST-020-0018_00	0	2015-04-04
105	Hot Weather Concreting	MS	Building or Structural	25939-000-ST-020-0017_01	1	2015-04-14
106	Bridge Pier Head protective Barrier	MS	Building or Structural	25939-000-ST-020-0012_00	0	2016-02-25
107	Cast In Situ Piles	MS	Building or Structural	25939-000-ST-020-0011_01	1	2015-03-07
108	Construction of Culverts	MS	Building or Structural	25939-000-ST-020-0010_02	2	2015-04-14
109	Cold Weather Concreting	MS	Building or Structural	25939-000-ST-020-0009_01	1	2014-12-22
110	U Beam Installation	MS	Building or Structural	25939-000-ST-020-0008_00	0	2016-02-25
111	Pier Head Construction	MS	Building or Structural	25939-000-ST-020-0007_00	0	2016-03-30
112	Concrete Repair	MS	Building or Structural	25939-000-ST-020-0006_01	1	2015-04-14
113	Pire Statement	MS	Building or Structural	25939-000-ST-020-0005_00	0	2016-02-25
114	U beam Construction	MS	Building or Structural	25939-000-ST-020-0004_00	0	2016-03-30
115	Formwork Reinforcement and Concrete	MS	Building or Structural	25939-000-ST-020-0003_02	2	2015-04-14
116	Scaffolding	MS	Building or Structural	25939-000-ST-020-0002_01	1	2015-04-14
117	Batch Plant Operation& Concrete Supply	MS	Building or Structural	25939-000-ST-020-0001_02	2	2015-04-14
118	Production of Cationic Bitumen Emulsion	MS	Quarry & Plants	25939-000-QU-020-0011_00	0	2016-10-18
119	Blasting and Drilling Management	MS	Quarry & Plants	25939-000-QU-020-0010_00	0	2014-10-10
120	Crusher Plant Instalation	MS	Quarry & Plants	25939-000-QU-020-0009_00	0	2014-10-01
121	Polymer Modified Bitumen Production for SMA	MS	Quarry & Plants	25939-000-QU-020-0008_00	0	2015-04-13
122	Mechanical Subbase and CTB Production	MS	Quarry & Plants	25939-000-QU-020-0006_00	0	2014-12-01
123	Subbase/CTB Plant Installation and Erection	MS	Quarry & Plants	25939-000-QU-020-0005_00	0	2014-12-01
124	Hot- Mix Apshalt Production	MS	Quarry & Plants	25939-000-QU-020-0004_00	0	2015-04-13
125	Apshlt Plant Commissioning	MS	Quarry & Plants	25939-000-QU-020-0003_00	0	2015-04-13
126	Asphalt Plant Installation and Erection	MS	Quarry & Plants	25939-000-QU-020-0002_00	0	2015-02-24
127	Quarry and Crusher Plant Operations	MS	Quarry & Plants	25939-000-QU-020-0001_00	0	2014-10-01
128	Pavement Resurfacing Operations	MS	Paving	25939-000-PV-020-	1	2016-11-03

				0007_01		
129	Subgrade Construction	MS	Paving	25939-000-PV-020-0006_00	0	2015-09-17
130	Cement Treated Base Construction	MS	Paving	25939-000-PV-020-0005_00	0	2015-03-20
131	Paving of Hot-Mix Asphalt	MS	Paving	25939-000-PV-020-0003_01	1	2016-07-14
132	Sub-base Construction	MS	Paving	25939-000-PV-020-0001_00	0	2015-03-20
133	Cable Tray Installation	MS	Finishing	25939-000-FN-020-0019_00	0	2016-02-26
134	Lighting Pole Installation	MS	Finishing	25939-000-FN-020-0018_00	0	2016-03-10
135	Lighting System Installation	MS	Finishing	25939-000-FN-020-0017_00	0	2016-02-10
136	Grounding System Installation Site Acceptance Test (SAT)	MS	Finishing	25939-000-FN-020-0016_00	0	2016-03-10
137	Proof Load Test Bonded Anchor (SAT)	MS	Finishing	25939-000-FN-020-0015_00	0	2016-03-10
138	Prefabricated Substation Installation	MS	Finishing	25939-000-FN-020-0014_00	0	2016-03-10
139	Cable Installation Site Acceptance Test (SAT)	MS	Finishing	25939-000-FN-020-0013_00	0	2016-02-26
140	Anchor Bolt Installation	MS	Finishing	25939-000-FN-020-0012_00	0	2016-02-26
141	MV Cable Termination	MS	Finishing	25939-000-FN-020-0011_00	0	2016-02-26
142	Cable Installation	MS	Finishing	25939-000-FN-020-0010_00	0	2016-02-26
143	Supply and Install Vertical Traffic Signs and Gantry at R6/R7 and M2 Connection	MS	Finishing	25939-000-FN-020-0009_00	0	2015-07-16
144	Precast Concrete Elements Production for Finishing Works	MS	Finishing	25939-000-FN-020-0008_00	0	2015-07-16
145	Anchor Bolt Installation for Lighting Pole Foundation	MS	Finishing	25939-000-FN-020-0007_00	0	2015-07-16
146	Formwork, Reinforcement and Concrete for Finishing Works	MS	Finishing	25939-000-FN-020-0006_00	0	2015-04-13
147	Road Marking with Thermoplastic Paint	MS	Finishing	25939-000-FN-020-0003_00	0	2015-07-16
148	Fence Installation	MS	Finishing	25939-000-FN-020-0002_00	0	2015-05-28
149	Guard Rail	MS	Finishing	25939-000-FN-020-0001_00	0	2015-06-30
150	Earth Retaining Walls	MS	Earthworks	25939-000-EW-020-0004_00	0	2017-04-06
151	Slope Protection Works	MS	Earthworks	25939-000-EW-020-0003_00	0	2017-03-10
152	Earthwork Operations	MS	Earthworks	25939-000-EW-020-0002_05	5	2016-09-14
153	Backfill to Structures	MS	Earthworks	25939-000-EW-020-	1	2016-06-14

				0001_01		
154	Auto Column Lift Operation	MS	Equipment	25939-000-EQ-020-0003_00	0	2017-03-10
155	Dismantling and Mounting the Bottom Guard of Bulldozer	MS	Equipment	25939-000-EQ-020-0002_00	0	2016-08-06
156	Gantry Crane Assembly& Dismantling	MS	Equipment	25939-000-EQ-020-0001_00	0	2015-04-15
157	Access Road Construction above National Road (M2) for Geotechnical Investigation Work	MS	Engineering	25939-000-EN-020-0011_00	0	2015-11-19
158	MS for Geotechnical Investigation Works Prishtine to Hani I Elezit Motorway Section M2- C1- C2- C3	MS	Design Works	25939-000-DS-020-0001_00	0	2014-10-24
159	Water Tightness Testing	MS	Drainage	25939-000-DR-020-0012_00	0	2016-05-17
160	Concrete Gutter Removal and Re-Construction	MS	Drainage	25939-000-DR-020-0011_00	0	2016-04-26
161	Repair of Slip-formed Drains	MS	Drainage	25939-000-DR-020-0010_00	0	2016-04-08
162	Construction of Box Culverts	MS	Drainage	25939-000-DR-020-0009_00	0	2017-03-31
163	Slip-Formed Drain Construction	MS	Drainage	25939-000-DR-020-0008_00	0	2015-11-08
164	Construction of Sedimentation Basins	MS	Drainage	25939-000-DR-020-0007_02	2	2017-03-31
165	River Regulations	MS	Drainage	25939-000-DR-020-0006_00	1	2016-03-08
166	Concrete Gutter Construction	MS	Drainage	25939-000-DR-020-0005_01	1	2016-03-08
167	Internal Drainage Operations	MS	Drainage	25939-000-DR-020-0004_03	3	2016-03-08
168	Construction of Utility Crosspipe	MS	Drainage	25939-000-DR-020-0003_01	1	2016-03-08
169	External Drainage	MS	Drainage	25939-000-DR-020-0002_01	1	2016-03-08
170	Construction of Pipe Culverts	MS	Drainage	25939-000-DR-020-0001_02	2	2017-03-31
171	Construction Sequence of Works in Fill Section	MS	Concrete Structure	25939-000-CS-020-0002_00	0	2016-10-10
172	Cut Areas Shoulder Construction Steps	MS	Concrete Structure	25939-000-CS-020-0001_00	0	2016-05-05
173	Project Execution Plan	PL	Project Management	25939-000-PM-098-0001	2	2016-01-10
174	Environmental, Safety and Health Plan (ESH)	PL	ES&H	25939-000-HS-096-0001	3	2016-02-08
175	Construction Environmental Control Plan (CECP)	PL	ES&H	25939-000-HS-096-0002	3	2016-21-03
176	Vehicle Safety Management Plan	PL	ES&H	25939-000-HS-096-0003	2	2016-14-06
177	Occupational Health Plan	PL	ES&H	25939-000-HS-096-0004	0	2014-15-10

178	Industrial Hygiene Plan	PL	ES&H	25939-000-HS-096-0005	0	2014-15-10
179	Emergency Response Plan	PL	ES&H	25939-000-HS-096-0006	4	2016-09-12
180	ES&H Training Plan	PL	ES&H	25939-000-HS-096-0008	1	2015-20-10
181	Blood Borne Pathogens	PL	ES&H	25939-000-HS-096-0009	0	2014-15-10
182	ES&H Key Performance Indicators (KPI`s)	PL	ES&H	25939-000-HS-096-0011	0	2014-14-10
183	Traffic Management Plan	PL	ES&H	25939-000-HS-096-0012	3	2016-14-06
184	Medical Services and Management Limitation of Medical Treatment by Project Medical Staff	PL	ES&H	25939-000-HS-096-0015	1	2015-28-10
185	Hand Protection Plan	PL	ES&H	25939-000-HS-096-0016	0	2016-02-06
186	Emergency Evacuation Plan	PL	Security	25939-000-SE-096-0001	4	2017-28-02
187	Security Management Plan	PL	Security	25039-000-SE-088-0001	3	2017-28-02
188	Quality Assurance Plan	PL	Quality Assurance	25939-000-QC-095-0001	5	2017-05-04
189	Quality Control Plan	PL	Quality Control	25939-000-QC-094-0001	2	2016-15-01
190	Instrument Operator Training, Testing and Certification	PP	Surveying	25939-000-SY-010-0002_00	0	2014-10-13
191	Construction Survey Operation	PP	Surveying	25939-000-SY-010-0001_00	0	2014-10-13
192	Concrete Operations	PP	Building or Structural	25939-000-ST-010-0001_01	1	2014-12-14
193	Security Management Plan	PP	Security	25939-000-SE-088-0001_03	3	2017-02-28
194	Approach to Mines, Cluster Munitions, and Unexploded Ordnances	PP	Security	25939-000-SE-010-0001_02	2	2016-08-31
195	Emergency Evacuation Plan	PP	Security	25939-000-SE-096-0001_04	4	2017-02-28
196	Transport & Logistics	PP	Subcontract Management	25939-000-SC-010-0003_00	0	2017-07-31
197	Subcontracts Administration Procedure	PP	Subcontract Management	25939-000-SC-010-0002_00	0	2014-12-08
198	Subcontracts Formation procedure	PP	Subcontract Management	25939-000-SC-010-0001_03	3	2017-08-01
199	Asphalt, CTB and Mechanical Sub-base Production	PP	Quarry & Plants	25939-000-QU-010-0002_00	0	2014-10-01
200	Construction Aggregate Production and Distribution	PP	Quarry & Plants	25939-000-QU-010-0001_01	1	2015-03-02
201	Tracking and Archiving of Inspection Checklists for Approved Works	PP	Quality Control	25939-000-QC-010-0015_00	0	2016-09-30

202	Control of Deficient Items	PP	Quality Control	25939-000-QC-010-0014_01	1	2016-01-10
203	Causal Alalysis	PP	Quality Control	25939-000-QC-010-0013_00	0	2016-02-15
204	Cost of Poor Quality	PP	Quality Control	25939-000-QC-010-0012_01	1	2016-12-17
205	Production Facility Control and Certification	PP	Quality Control	25939-000-QC-010-0011_01	1	2016-01-20
206	Quality Control of Earthworks	PP	Quality Control	25939-000-QC-010-0010_01	1	2016-01-15
207	Quality Control of Pavement	PP	Quality Control	25939-000-QC-010-0009_01	1	2016-01-15
208	Quality Management of Subcontractor	PP	Quality Control	25939-000-QC-010-0008_00	0	2014-12-12
209	Quality Audits, Preventive and Corrective actions	PP	Quality Control	25939-000-QC-010-0007_01	1	2017-01-21
210	Quality Training Plan	PP	Quality Control	25939-000-QC-010-0006_00	0	2014-09-27
211	Management Review of Quality System	PP	Quality Control	25939-000-QC-010-0005_01	1	2017-03-21
212	Quality Control Staff Training	PP	Quality Control	25939-000-QC-010-0004_02	2	2017-03-31
213	Laboratory Operations	PP	Quality Control	25939-000-QC-010-0003_01	1	2016-01-15
214	Quality Control of Concrete Works	PP	Quality Control	25939-000-QC-010-0002_01	1	2016-01-15
215	Control of Measuring & Testing Equipment	PP	Quality Control	25939-000-QC-010-0001_01	1	2016-01-15
216	Paving Operations	PP	Paving	25939-000-PV-010-0001_00	0	2015-02-27
217	Material Management	PP	Procurement	25939-000-PC-010-0002_00	0	2014-12-17
218	Procurement Material Purchasing and Purchase Order Administration	PP	Procurement	25939-000-PC-010-0001_02	2	2016-06-17
219	Risk and Opportunity Management Plan	PP	Project Management	25939-000-PM-010-0018_02	2	2016-10-15
220	Six Sigma Execution Plan	PP	Project Management	25939-000-PM-010-0017_01	1	2016-01-06
221	Truck Loading Procedure	PP	Project Management	25939-000-PM-010-0016_01	1	2015-05-18
222	Zero Rework Team	PP	Project Management	25939-000-PM-010-0015_00	0	2014-11-14
223	People Base Quality	PP	Project Management	25939-000-PM-010-0013_01	1	2016-02-29
224	Construction Project Site Setup	PP	Project Management	25939-000-PM-010-0010_00	0	2014-09-23
225	Project Quality Metrics	PP	Project Management	25939-000-PM-010-0008_00	0	2015-12-26
226	Project Approval Authorities	PP	Project Management	25939-000-PM-010-0007_00	0	2014-12-08
227	Craft Training Programme	PP	Project	25939-000-PM-010-	2	2017-04-21

			Management	0006_02		
228	Lesson Learned	PP	Project Management	25939-000-PM-010-0004_00	0	2014-10-07
229	Preparation of Method Statemens	PP	Project Management	25939-000-PM-010-0003_01	1	2014-12-22
230	Preparation of Project Procedures	PP	Project Management	25939-000-PM-010-0002_00	0	2014-10-01
231	Site Access	PP	Project Management	25939-000-PM-010-0001_00	0	2014-10-17
232	Project Execution Plan	PP	Project Management	25939-000-PM-098-0001_02	2	2016-10-01
233	Public Relations Strategy	PP	Public Relations	25939-000-PR-010-0001_00	0	2014-11-24
234	Computer Acces and Security	PP	Information Technology	25939-000-IT-011-0004_01	1	2016-09-13
235	Firewalls Standards and Specifications	PP	Information Technology	25939-000-IT-011-0003_01	1	2016-09-13
236	Server Reboot Procedure	PP	Information Technology	25939-000-IT-011-0002_01	1	2016-09-13
237	Project IT Plan	PP	Information Technology	25939-000-IT-010-0001_02	2	2016-09-13
238	Fatigue Management	PP	Security, Health & Safety, Environment	25939-000-HS-010-0002_01	1	2015-10-23
239	Induction for Non-Manuals Employees	PP	Human Resources	25939-000-HR-010-0008_00	0	2014-12-01
240	Manpower and Work Planning for Weekends	PP	Human Resources	25939-000-HR-010-0007_00	0	2014-10-17
241	Terminations	PP	Human Resources	25939-000-HR-010-0006_00	0	2014-10-17
242	Staff Dicipline	PP	Human Resources	25939-000-HR-010-0005_00	0	2014-10-17
243	Salary and Bonus Planning	PP	Human Resources	25939-000-HR-010-0004_00	0	2014-10-17
244	Performance Evaluations	PP	Human Resources	25939-000-HR-010-0003_00	0	2014-10-17
245	Time Keeping & Payroll System	PP	Human Resources	25939-000-HR-010-0002_00	0	2014-10-17
246	HR General Procedure	PP	Human Resources	25939-000-HR-010-0001_01	1	2017-02-01
247	Finishing Works	PP	Finishing	25939-000-FN-010-0001_00	0	2015-04-17
248	ASSET DISPOSALS	PP	Finance & Accounting	25939-000-FA-010-0008_00	0	2017-02-02
249	Financial Reporting	PP	Finance & Accounting	25939-000-FA-010-0006_00	0	2014-12-15
250	Fixed Asset Management	PP	Finance & Accounting	25939-000-FA-010-0005_00	0	2014-10-24
251	Insurance - Incident Reporting	PP	Finance & Accounting	25939-000-FA-010-0004_00	0	2014-12-15
252	Petty Cash Management	PP	Finance & Accounting	25939-000-FA-010-0003_00	0	2014-12-15

253	Employee Expense Accounts And Advances	PP	Finance & Accounting	25939-000-FA-010-0002_00	0	2014-12-15
254	Accounts Payable	PP	Finance & Accounting	25939-000-FA-010-0001_01	1	2017-02-01
255	Earthwork Operations - Excavation, Backfill and Trenching	PP	Earthworks	25939-000-EW-010-0002_01	1	2014-12-01
256	Approach to Mines, Cluster Munitions, and Unexploaded Ordnances	PP	Earthworks	25939-000-EW-010-0001_01	1	2015-05-15
257	Driver Testing Procedure	PP	Equipment	25939-000-EQ-010-0013_00	0	2014-12-09
258	Personnel Transportation& Vehicle Control	PP	Equipment	25939-000-EQ-010-0011_00	0	2014-10-12
259	Equipment Inspcetion on the Project	PP	Equipment	25939-000-EQ-010-0010_00	0	2014-10-13
260	Construction Rigging Work Operation	PP	Equipment	25939-000-EQ-010-0009_02	2	2016-05-30
261	Cranes Use & Operation	PP	Equipment	25939-000-EQ-010-0008_00	0	2014-11-07
262	Competent Person Rigger Qualification	PP	Equipment	25939-000-EQ-010-0007_01	1	2015-04-06
263	Crane Operator Qualification	PP	Equipment	25939-000-EQ-010-0006_00	0	2014-11-14
264	Fuel Supply Procedure	PP	Equipment	25939-000-EQ-010-0005_00	0	2014-10-16
265	Equipment Cost Procedure	PP	Equipment	25939-000-EQ-010-0004_00	0	2014-10-12
266	Repair Procedure	PP	Equipment	25939-000-EQ-010-0003_01	1	2016-05-26
267	Preventive Maintenance Procedure	PP	Equipment	25939-000-EQ-010-0002_01	1	2016-08-10
268	Spare Parts	PP	Equipment	25939-000-EQ-010-0001_00	0	2014-10-16
269	Project Engineering Procedures Manual	PP	Engineering	25939-000-EN-010-0009_00	0	2015-03-12
270	As Built Records	PP	Engineering	25939-000-EN-010-0008_00	0	2014-09-30
271	Control of Punch List Itmes	PP	Engineering	25939-000-EN-010-0007_00	0	2014-09-30
272	Utility Relocation	PP	Engineering	25939-000-EN-010-0006_00	0	2014-10-10
273	Quantity Reporting	PP	Engineering	25939-000-EN-010-0005_00	0	2014-09-29
274	Construction Waste Areas	PP	Engineering	25939-000-EN-010-0004_03	3	2016-12-13
275	Field Design Change Management	PP	Engineering	25939-000-EN-010-0002_01	1	2015-01-24
276	Traffic Management Plan and Organization	PP	Engineering	25939-000-EN-010-0003_04	4	2016-12-28
277	Daily Site Diary	PP	Engineering	25939-000-EN-010-0001_00	0	2014-10-06
278	Design Change Management	PP	Design Works	25939-000-DS-010-	3	2017-04-04

				0003_03		
279	Constructability Reviews	PP	Design Works	25939-000-DS-010-0002_01	1	2015-08-14
280	Design Management and Approval	PP	Design Works	25939-000-DS-010-0001_03	3	2017-04-04
281	Document Management and Control System	PP	Documents Management	25939-000-DC-010-0004_01	0	2015-08-21
282	Records Retention Plan	PP	Documents Management	25939-000-DC-010-0003_02	2	2016-06-01
283	Completion and Record Turnover	PP	Documents Management	25939-000-DC-010-0002_00	0	2016-04-19
284	Document Numbering Procedure	PP	Documents Management	25939-000-DC-010-0001_02	2	2016-10-21
285	Stakeholder Engagement	PP	Sustainability & Community Relations	25939-000-CR-010-0006_00	0	2014-10-17
286	Strategic Community Investments	PP	Sustainability & Community Relations	25939-000-CR-010-0005_00	0	2014-10-17
287	Permiting	PP	Sustainability & Community Relations	25939-000-CR-010-0003_00	0	2014-10-17
288	Work Stop	PP	Sustainability & Community Relations	25939-000-CR-010-0002_00	0	2014-10-17
289	Sustainability Community Relations Plan	PP	Sustainability & Community Relations	25939-000-CR-010-0001_01	1	2014-12-01
290	Litigation Management	PP	Contracts Management	25939-000-CM-010-0009_00	0	2017-05-31
291	Prime Contract Management, Prime Contract Closeout	PP	Contracts Management	25939-000-CM-010-0008_00	0	2015-03-19
292	Action, Notice, Liability Containment Plan, Flowdown Matrix	PP	Contracts Management	25939-000-CM-010-0007_00	0	2014-09-20
293	Communication Procedure	PP	Contracts Management	25939-000-CM-010-0006_03	3	2017-03-14
294	Claims/ Disputes Resolution	PP	Contracts Management	25939-000-CM-010-0005_02	2	2017-03-14
295	Variations	PP	Contracts Management	25939-000-CM-010-0004_02	2	2017-03-14
296	Pending Items	PP	Contracts Management	25939-000-CM-010-0003_01	1	2015-04-17
297	Prime Contract Management Responsibilities	PP	Contracts Management	25939-000-CM-010-0002_03	3	2017-03-14
298	Prime Contract Management	PP	Contracts Management	25939-000-CM-010-0001_01	1	2017-03-14
299	Trend Program	PP	Cost Control Management	25939-000-CC-010-0012_00	0	2014-12-08
300	Cost Tracking Report	PP	Cost Control Management	25939-000-CC-010-0011_00	0	2014-10-17

301	Strategic Gap Analysis	PP	Cost Control Management	25939-000-CC-010-0010_01	1	2014-10-06
302	Project Planning and Scheduling	PP	Cost Control Management	25939-000-CC-010-0008_02	2	2016-05-28
303	Project Cost Control System	PP	Cost Control Management	25939-000-CC-010-0007_00	0	2014-10-14
304	Project Forecasts	PP	Cost Control Management	25939-000-CC-010-0006_00	0	2014-10-17
305	Project Code of Accounts	PP	Cost Control Management	25939-000-CC-010-0004_00	0	2014-10-17
306	Project Controls Excution Plan	PP	Cost Control Management	25939-000-CC-010-0001_01	1	2015-04-20
307	Water Treatment Facility Procedure	PP	Camp Management	25939-000-CA-010-0003_01	1	2015-06-23
308	Camp Operations Procedure	PP	Camp Management	25939-000-CA-010-0002_02	2	2016-05-06
309	Accomodation Camp Rules	PP	Camp Management	25939-000-CA-010-0001_01	1	2016-05-03
310	Project Backcharges	PP	Business Management	25939-000-BM-010-0002_01	1	2017-07-13
311	In-situ CBR Test	WI	Quality Control	25939-000-QC-011-0023_00	0	2014-10-16
312	Material Approval and Checking of Delivered Materials	WI	Quality Control	25939-000-QC-011-0022_01	1	2017-02-16
313	Deflection Test of Telecommunication Ducts	WI	Quality Control	25939-000-QC-011-0021_00	0	2014-10-16
314	Wearing Course Operations on Gutter Edges	WI	Quality Control	25939-000-QC-011-0020_00	0	2015-04-02
315	Geotextile Application	WI	Quality Control	25939-000-QC-011-0019_00	0	2014-10-16
316	Control of Aggregate Production	WI	Quality Control	25939-000-QC-011-0016_00	0	2014-10-18
317	California Bearing Ratio (CBR)	WI	Quality Control	25939-000-QC-011-0015_00	0	2014-10-18
318	Pile Integrity Test	WI	Quality Control	25939-000-QC-011-0014_00	0	2015-04-02
319	Rock- Bolt & Anchor-Bolt Testing	WI	Quality Control	25939-000-QC-011-0013_00	0	2015-04-02
320	Sand Cone Test	WI	Quality Control	25939-000-QC-011-0012_00	0	2014-10-18
321	Plate Load Bearing Test	WI	Quality Control	25939-000-QC-011-0011_00	0	2014-10-07
322	Concrete Batch Plant Operations	WI	Quality Control	25939-000-QC-011-0018_00	0	2014-10-18
323	Laboratory Testing - Proctor Compaction	WI	Quality Control	25939-000-QC-011-0010_00	0	2015-04-02
324	Laboratory Testing - Moisture Content	WI	Quality Control	25939-000-QC-011-0009_00	0	2015-04-02
325	Laboratory Testing - Particle Size Distribution	WI	Quality Control	25939-000-QC-011-0008_00	0	2015-04-02
326	Laboratory Testing - Determination of Liquid Limit and	WI	Quality Control	25939-000-QC-011-0007_00	0	2014-09-24

	Plastic Limit					
327	Quality Control of Bituminous Mixtures	WI	Quality Control	25939-000-QC-011-0006_00	0	2015-04-02
328	Quality Control of Hydraulic Bound Mixtures	WI	Quality Control	25939-000-QC-011-0005_00	0	2015-04-02
329	Quality Control of Unbound Mixtures	WI	Quality Control	25939-000-QC-011-0004_00	0	2015-04-02
330	Determination of Concrete Unit Weight	WI	Quality Control	25939-000-QC-011-0003_00	0	2014-09-24
331	Air Content - Pressure Method	WI	Quality Control	25939-000-QC-011-0002_00	0	2014-10-16
332	Slump Test	WI	Quality Control	25939-000-QC-011-0001_00	0	2014-09-24
333	Dealing with Mobile Phone	WI	Information Technology	25939-000-IT-011-0008_00	0	2014-10-15
334	Disaster Recovery Plan	WI	Information Technology	25939-000-IT-011-0007_00	0	2014-10-15
335	Software Licensing and Installing	WI	Information Technology	25939-000-IT-011-0006_01	1	2015-07-01
336	Local Active Directory File	WI	Information Technology	25939-000-IT-011-0005_00	0	2014-09-16
337	Computer Access and Security	WI	Information Technology	25939-000-IT-011-0004_00	0	2014-10-15
338	Firewalls Standartds and Specifications	WI	Information Technology	25939-000-IT-011-0003_00	0	2014-10-15
339	Server Reboot Procedure	WI	Information Technology	25939-000-IT-011-0002_00	0	2014-09-15
340	Launching Girder Lifting Plan	WI	Equipment	25939-000-EQ-011-0004_00	0	2017-07-10
341	Launching Girder Inspection Load Test	WI	Equipment	25939-000-EQ-011-0003_00	0	2017-07-10
342	Mobile or Movable Jack and Associated Lifting Equipment Control and Usage	WI	Equipment	25939-000-EQ-011-0002_00	0	2017-03-09
343	Crane Load Test	WI	Equipment	25939-000-EQ-011-0001_01	1	2017-03-09
344	Community Request Action	WI	Sustainability & Community Relations	25939-000-CR-011-0002_00	0	2016-12-16
345	Lease Agreement Commitment Authorities	WI	Sustainability & Community Relations	25939-000-CR-011-0001_00	0	2016-12-01
346	HILL Incoming Correspondence Resolution	WI	Contracts Management	25939-000-CM-011-0001_01	1	2017-03-15

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

ENGINEER, PROCURE AND CONSTRUCT (EPC) SUBCONTRACT FOR BRIDGE NO. B403

EXHIBIT "E"

TECHNICAL SPECIFICATIONS AND DRAWINGS

For Order of Preference there is no distinction between specifications, technical documents and drawings listed in this Exhibit "E." When these documents come in conflict customary rules of precedence under the Applicable Laws shall apply.

1.0 TECHNICAL SPECIFICATIONS

The following specifications and technical documents form a part of the Subcontract:

General Technical Requirements (GTR) for Croatian Motorways, Volumes (0-6) - 2001
EN Eurocode Standards EN1990- EN1999 EN Standards referring to execution of special works (if applicable)

2.0 DRAWINGS

The following drawings form a part of the Subcontract:

Drawing No.	Rev.	Date	Title
25939-TP-C3-A-0201	XB	01-Dec-16	Technical Description of Section C3 Alignment Design
25939-TP-C3-A-0010-0905	XD	12-Jun-17	Layout km 307+100.00 – 310+000.00
25939-TP-C3-A-0020-1008	XD	12-Jun-17	Longitudinal Profile km 307+000.00 – 308+000.00
25939-TP-C3-A-0020-1000	XD	12-Jun-17	Longitudinal Profile km 308+000.00 – 309+000.00
25939-TP-C3-A-0010-1507	XB	01-Dec-16	Cross Section from 307+300.00 – 308+400.00
25939-TP-C3-A-0010-1508	XB	01-Dec-16	Cross Section from 308+500.00 - 309+600.00
IG-020-N-0002	YC	March 16	EIA report for section C2C and C3

And any additional design data (dwg, xml) for alignment design; any system details and layouts on bridge alignment interfaces will be provided upon subcontracts request.

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (this "Agreement") is made on …/…/2017 ("Effective Date") by and between BECHTEL ENKA - GP ("BEGP"), incorporated in Kosovo with registered address at Pejton, Str. "Mujo Ulqinaku", 5/9, 4th Floor, 10000 Prishtine Kosovo and _____ ("RECIPIENT"), a company registered in ..... located at ....., collectively the "Parties" and each individually a "Party").

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as set forth above and as follows:

SECTION 1 Purpose

The Parties are entering into this Agreement to enable RECIPIENT to receive from BEGP certain confidential information in connection with design consultancy on the Route 6 Prishtine – Hani i Elezit Motorway Project in the Republic of Kosovo, the employer being The Ministry of Infrastructure of the Republic of Kosovo ("Employer"). The foregoing is the "Purpose" as that term is used in this Agreement.

SECTION 2 Definitions and Rules of Interpretation

Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in this Section 2:

"Affiliate" means any Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities or otherwise.

" Confidential Information" means any and all information directly or indirectly disclosed to RECIPIENT or any of its Affiliates or Representatives by or on behalf of BEGP, the Employer, or their Affiliates or Representatives, and whether disclosed orally, in writing, in electronic form or by any other means, in connection with the Purpose that are prepared by or created by or for BEGP or Employer or contain or reflect information prepared or created by or for BEGP or Employer, including any information relating to the products, services, projects, operations, processes, policies, plans, intentions, know-how, design rights, patents, trade secrets, market opportunities, contract and/or subcontract arrangements and other business and/or financial affairs of BEGP or Employer and their Affiliates, together with all notes, analyses, compilations or studies prepared by RECIPIENT that contain or otherwise reflect such information.

"Party" or "Parties" have the meanings given to them, respectively, in the introductory paragraph to this Agreement.

"Person" means, unless otherwise specified, a natural person, corporation, society,

partnership, joint venture, unincorporated association or consortium or other entity, including a governmental authority.

"Project" means the Route 6 Prishtine – Hani i Elezit Motorway Project in the Republic of Kosovo.

"Representative" means, with respect to either Party, such Party's officers, directors, employees, and advisers.

This Agreement shall be interpreted and construed as follows: (a) words of the masculine gender shall include corresponding words of the feminine or neuter genders and vice versa; (b) where the context requires, the plural shall include the singular and vice versa; (c) unless the context indicates otherwise, all references herein to Sections, paragraphs, exhibits, schedules or appendices shall refer, respectively, to the Sections, paragraphs, exhibits, schedules or appendices of or to this Agreement; (d) the words "includes" and "including" mean "including, but not limited to" and are not limiting; and (e) any reference to a Person includes such Person's successors and permitted assigns.

SECTION 3 Undertakings of RECIPIENT

RECIPIENT agrees as follows:

3.1 RECIPIENT shall keep all Confidential Information confidential and shall not disclose Confidential Information except as permitted under Section 4.

3.2 RECIPIENT shall protect the Confidential Information against disclosure and shall exercise in relation to the Confidential Information no lesser security measures and degree of care than RECIPIENT uses to protect its own confidential information of a like nature.

3.3 No right, license or other interest is granted to RECIPIENT in relation to the Confidential Information except as expressly set forth in this Agreement, and RECIPIENT shall not use Confidential Information for any purpose except as contemplated by Section 1.

3.4 RECIPIENT shall ensure that its Affiliates and Representatives to whom Confidential Information is disclosed in accordance with Section 4 of this Agreement (other than pursuant to Section 4.2) is subject to confidentiality obligations and use restrictions no less stringent than this Agreement as a condition to disclosure of such Confidential Information. Without limiting the foregoing, RECIPIENT shall be and remain fully liable for the acts or omissions of its Affiliates and Representatives with respect to Confidential Information and any disclosure of Confidential Information in violation of the terms of this Agreement.

3.5 RECIPIENT shall keep all Confidential Information, as well as all information, documentation or other materials bearing or incorporating any Confidential Information, separate from other documents and materials of RECIPIENT and at RECIPIENT's usual place of business.

3.6 RECIPIENT agrees that the existence and terms of this Agreement and any amendments thereto are "Confidential Information." Furthermore, RECIPIENT agrees not to disclose to third parties not involved in the Purpose the nature of any Confidential Information provided hereunder. RECIPIENT shall also make no public statements or comments, either written or oral, regarding the Purpose or any matter relating to any Confidential Information without first having received BEGP's written consent.

SECTION 4 Permitted Disclosures

RECIPIENT agrees that it will not disclose Confidential Information except as permitted under this Section 4.

4.1 RECIPIENT may disclose Confidential Information to its Affiliates and Representatives, but only to the extent such disclosure is required for the Purpose.

4.2 RECIPIENT may disclose Confidential Information to the extent such disclosure is required by applicable law or is compelled by a court or other governmental authority of competent jurisdiction. In such circumstance, (i) RECIPIENT shall give BEGP prompt written notice of any such requirement, as far in advance of disclosure as is reasonably practical; (ii) RECIPIENT shall use all reasonable efforts to limit or prevent any further disclosure or dissemination of Confidential Information so disclosed, and (iii) BEGP shall be allowed a reasonable opportunity to pursue legal remedies to maintain the confidentiality or limit the dissemination of such Confidential Information.

4.3 RECIPIENT shall have no obligation of confidentiality with respect to Confidential Information that RECIPIENT can clearly demonstrate by its written records : (a) is or was already in RECIPIENT's possession without an obligation to maintain its confidentiality at the time of its disclosure pursuant to this Agreement and which was not acquired, directly or indirectly, from Employer, BEGP, or any Affiliates or Representatives of the Employer or BEGP; (b) is or becomes a matter of public knowledge through no wrongful act of RECIPIENT or any of its Representatives or Affiliates; (c) is lawfully received by RECIPIENT from a third party in circumstances not involving a breach of any confidentiality obligation; or (d) was independently developed by RECIPIENT or its Affiliates without using Confidential Information disclosed by Employer, BEGP, or any of the Affiliates or Representatives of Employer or BEGP.

SECTION 5 Other Undertakings of the Parties

5.1 Without the prior written consent of BEGP, neither RECIPIENT nor any of RECIPIENT's Representatives or Affiliates shall disclose: (a) the fact that Confidential information has been made available to RECIPIENT, or (b) the fact that any discussions are taking place between Employer and BEGP with respect to the Project, or (c) any of the terms, conditions or other facts relating to the discussions between Employer and BEGP with respect to the Project, including the status thereof.

5.2 At any time upon the written request of BEGP, RECIPIENT and RECIPIENT's Representatives and Affiliates shall promptly deliver to BEGP, or if directed by BEGP destroy by shredding or incineration, all Confidential Information received in written, electronic or other tangible form, including copies, reproductions, computer diskettes or written materials containing Confidential Information. All other notes, analyses, compilations or studies constituting or containing Confidential Information in the possession of RECIPIENT or RECIPIENT's Representatives or Affiliates shall be destroyed and such destruction shall be confirmed by RECIPIENT in writing to BEGP.

5.3 **RECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS BEGP AND ITS AFFILIATES AND REPRESENTATIVES FROM AND AGAINST ANY DAMAGES, LOSSES, COSTS OR LIABILITIES (INCLUDING REASONABLE LEGAL FEES AND THE COSTS OF ENFORCING THIS AGREEMENT) ARISING OUT OF OR RESULTING FROM ANY USE OR DISCLOSURE BY RECIPIENT OR RECIPIENT'S REPRESENTATIVES OR AFFILATES OF CONFIDENTIAL INFORMATION IN VIOLATION OF THIS AGREEMENT, INCLUDING THIRD PARTY CLAIMS BASED UPON ALLEGED OR ACTUAL NEGLIGENCE BY BEGP OR ITS AFFILIATES.**

5.4 All disclosures of Confidential Information shall be at the sole discretion of BEGP. BEGP does not undertake pursuant to this Agreement to disclose any Confidential Information to RECIPIENT and BEGP makes no representations or warranties with regard to the substance, content, accuracy or completeness of Confidential Information so disclosed.

5.5 **IN NO EVENT SHALL BEGP OR ANY OF ITS AFFILIATES OR THEIR REPRESENTATIVES HAVE ANY LIABILITY TO RECIPIENT OR ANY OF ITS REPRESENTATIVES OR AFFILIATES ARISING OUT OF OR RESULTING FROM ANY DISCLOSURE OF CONFIDENTIAL INFORMATION OR ANY ALLEGED RELIANCE ON OR USE OF ANY CONFIDENTIAL INFORMATION, WHETHER SUCH LIABILITY ARISES OR IS ALLEGED TO ARISE IN CONTRACT (INCLUDING BY WAY OF INDEMNITY), TORT (INCLUDING ACTUAL OR ALLEGED NEGLIGENCE BY BEGP OR ITS AFFILIATES), MISREPRESENTATION, BY WAY OF CONTRIBUTION, OR OTHERWISE. RECIPIENT AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS BEGP, ITS**

AFFILIATES, AND THEIR REPRESENTATIVES FROM AND AGAINST ANY CLAIM ALLEGING ANY SUCH LIABILITY (INCLUDING RELATED DAMAGES, LOSSES, COSTS AND REASONABLE LEGAL FEES).

SECTION 6 Miscellaneous

6.1 The Parties acknowledge and agree that damages would be both incalculable and an inadequate remedy for any breach of this Agreement by RECIPIENT or RECIPIENT's Representatives or Affiliates and that (without prejudice to any rights or remedies that BEGP may be entitled to as a matter of law), BEGP shall be entitled, without the requirement of posting a bond or other security, to seek equitable and injunctive relief, including specific performance, against RECIPIENT and RECIPIENT's Representatives and Affiliates through any court of competent jurisdiction to enforce the provisions of this Agreement and that no proof of special damages shall be necessary for the enforcement of the provisions of this Agreement.

6.2 Nothing contained in this Agreement shall be construed to create between the Parties an association, trust, partnership, joint venture, agency or other business entity or relationship, or impose any trust, partnership, agency or similar duty on either Party. Neither Party shall have authority or power to bind the other Party, to act as agent of the other Party or contract in the name of or create liability against the other Party save as expressly authorised in writing by the Parties from time to time.

6.3 The rights and remedies contained in this Agreement are cumulative and not exclusive of rights and remedies provided by applicable law. Any failure to exercise or delay in exercising any right or remedy provided by this Agreement or by applicable law shall not constitute a waiver of such right or remedy or a waiver of any other right or remedy provided by this Agreement or by applicable law. No single or partial exercise of a right or remedy provided by this Agreement or by applicable law shall prevent a further exercise of such right or remedy or the exercise of another right or remedy provided under this Agreement or applicable law with respect to the same or other circumstances arising in connection with this Agreement and the Project.

6.4 All additions, amendments, waivers or modifications to this Agreement must be made in writing and must be signed by an authorized representative of each of the Parties.

6.5 This Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

6.6 Subject to Section 6.1, any dispute arising out of or under this Agreement shall be submitted for final settlement to arbitration under the then current Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with said Rules (and with a limit of 30 days to jointly nominate an arbitrator. The seat of arbitration shall be London, England and

shall be conducted in the English language. Judgment upon any award rendered may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award or an order of enforcement, as the case may be.

6.7 If any provision of this Agreement shall be determined by a governmental authority of competent jurisdiction to be invalid or unenforceable for any reason, the validity or enforceability of the remaining provisions of this Agreement, or any portions or applications thereof, shall not be affected by the invalidity or unenforceability of any other provision of this Agreement, and any invalid or unenforceable provision shall be deemed severed from the remainder of this Agreement. In such an event, the Parties shall use their best efforts to negotiate an equitable adjustment to this Agreement with a view toward achieving the original purpose and intent of this Agreement.

6.8 Neither of the Parties intends that any terms of this Agreement will be enforceable by virtue of the Contract (Rights of Third Parties) Act 1999 by any person not party to it.

6.9 Neither Party shall assign this Agreement, or its rights or obligations hereunder, in whole or in part without the prior written consent of the other Party.

6.10 This Agreement shall be binding upon and inure to the benefit of the Parties and their Affiliates and their respective successors and permitted assigns.

6.11 This Agreement represents the entire agreement between the Parties with respect to Confidential Information and supersedes all prior written and oral communications and understandings pertaining to the matters referred to herein.

6.12 This Agreement may he executed in any number of counterparts, each of which when executed and delivered shall be deemed an original, but all of which shall constitute one and the same instrument and shall become effective when a counterpart, facsimile or electronic signature has been executed by each Party and delivered to the other Party.

6.13 Nothing in this Agreement shall require a Party to take any action that would cause a Party to violate or be penalized under any applicable law.



SECTION 7 Ethical Matters

Each Party represents and warrants that it: (A) shall not itself be in breach and shall not by any act or omission cause another Party to be in breach of the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 or equivalent legislation in Kosovo, (B) will ensure that its employees, officers and agents are trained in and know the purpose of such legislation and will not put either itself or any Party in breach of it and (C) shall not engage in commercial bribery.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement by their duly authorized representatives in conformity with their respective corporate requirements.

BECHTEL ENKA - GP (BEGP)

By: _____

Name: _____

Title: _____

RECIPIENT

By: SUMA ENGINEERING PLATFORM

Name: ANTONIO TOMIĆ

Title: COMP. LEGAL REPRESENTATIVE

SUMA
ENGINEERING PLATFORM
BRANCH IN KOSOVO

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM FORM OF AGREEMENT

Subcontract for Construction of Box Culvert in Section 3

Subcontractor:	Suma Engineering Platform d.o.o. za usiauge – Branch in Kosovo	Subcontract No.:	25939-DR1-SA-SDRS-00025
Address:	Kalabria, Blloku C1, oB.2 Nr. 23 Pristina Kosovo	Work Location:	Prishtine-Hani I Elezit Motorway Project
		Issuing Office:	Prishtina,Kosovo
Contact:	Ibrahim Keyik Antonio Tomic	Address:	Pejton"Mujo Ulqinaku" 5/9,4th Floor
Telephone:	+90 535 404 7843		Prishtina - Kosovo
E-mail:	tomic.antonio01@gmail.com)	Register No.:	NA

This subcontract is effective as of the 08/06/2017 ("the Effective Date") between Bechtel Enka General Partnership (BEGP) (CONTRACTOR), and the above named SUBCONTRACTOR (collectively the "Parties" and each individually a "Party") who hereby agrees that all Work specified below shall be performed by the SUBCONTRACTOR in accordance with all provisions of this subcontract consisting of the following Subcontract Documents:

Subcontract Form of Agreement
Exhibit "A" – General Conditions
Exhibit "B" – Special Conditions
Appendix "B1" – Safety and Health Standards
Exhibit "C," – Quantities, Pricing and Data
Exhibit "D," – Scope of Work and Technical Specifications
Exhibit "E" - Drawings

1. WORK TO BE PERFORMED (Work): SUBCONTRACTOR shall, assuming all risks in any way connected therewith and furnishing all required equipment, materials, labor, and technical and professional services, perform the following described work:

[DESCRIPTION of SCOPE OF WORK]

The Work is a part of the services to be provided by CONTRACTOR to the Ministry of Infrastructure on behalf of the Government of the Republic of Kosovo (EMPLOYER) for the Kosovo Motorway Project (Project) at Prishtine-Hani I Elezit Motorway Project (Jobsite).

2. SCHEDULE: SUBCONTRACTOR shall commence performance of the Work on **08/06/2017** shall complete all work as expeditiously as practicable and in accordance with the directions of the CONTRACTOR till **31/12/2017.**

SUBCONTRACTOR shall not be allowed to commence works at site before attending CONTRACTOR's safety induction and providing Certificates of Insurance in accordance with SC-1; a Safety and Health (S&H) Plan in accordance with SC-6.

3. COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay SUBCONTRACTOR compensation in accordance with the prices set forth in Exhibit "C" and the payment provisions of this subcontract. **The anticipated subcontract value is 40,235.00 Euro (forty thousand two hundred thirty-five euro and zero cent) (excluding VAT)** but SUBCONTRACTOR will be paid in accordance with the work performed and CONTRACTOR does not guarantee any minimum subcontract value.

4. This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

5. This subcontract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement.

CONTRACTOR:

Bechtel Enka General Partnership (BEGP)

Authorized Signature: _____

Print Name: _____

Print Title: DPM

Authorised Signature: _____

Print Name: Ozgur Inal

Print Title: DPM

SUBCONTRACTOR:

Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo

Authorized Signature: _____

Print Name: ANTONIO TOMIC

Print Title: _____

SUMA
ENGINEERING PLATFORM
BRANCH IN KOSOVO

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT – SHORT FORM

Subcontract for Construction of Box Culvert in Section 3

EXHIBIT "A" - GENERAL CONDITIONS

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GC-1 INDEPENDENT CONTRACTOR

1.1 SUBCONTRACTOR is an independent contractor and all persons employed by SUBCONTRACTOR in connection with this subcontract shall be its employees and not employees of CONTRACTOR or EMPLOYER in any respect.

SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of CONTRACTOR in performing this subcontract, and shall maintain complete control over its employees and all of its lower-tier associates, suppliers and subcontractors. Nothing contained in this subcontract or any lower-tier purchase order or subcontract awarded by SUBCONTRACTOR shall create any contractual relationship between any lower-tier associate, supplier or subcontractor and CONTRACTOR. SUBCONTRACTOR shall perform the Work in accordance with the level of professional skill, care and diligence exercised by, and expected from, professional firms in SUBCONTRACTTOR'S industry, profession, discipline or trade, when supplying services similar to the Services, and for a project comparable in size, scope, complexity and purpose to the Project, subject to compliance with this subcontract.

1.2 Subject to the standard of care in GC-1.1, SUBCONTRACTOR has represented to CONTRACTOR that it is competent, knowledgeable and has the technical expertise and experience to perform the Services in accordance with this subcontract. SUBCONTRACTOR has also represented to CONTRACTOR that it is able to perform the Work with the highest regard to the safety of all persons and the property of third parties. SUBCONTRACTOR acknowledges that in entering into this subcontract, CONTRACTOR relies on these representations.

GC-2 AUTHORIZED REPRESENTATIVES AND NOTICE

2.1 Unless otherwise specified, all notices and communications in accordance with or related to this Subcontract shall be between authorized representatives designated in writing by the Parties.

2.2 Whenever this subcontract provides for the giving or issuing of approvals, consents, agreements, determinations, notices and requests, these communications shall be in writing and effective upon receipt by the authorized representative(s) of the receiving Party and shall be delivered either personally, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this subcontract or such address as directed by notice.

2.3 SUBCONTRACTOR and CONTRACTOR may each change its authorized representative(s) and contact information at any time upon ten (10) days prior written notice to the other Party. Changes or appointments cannot be retrospective.

2.4 SUBCONTRACTOR shall take instructions, directions or any other communications under this subcontract only from CONTRACTOR's authorized representative.

GC-3 SUBCONTRACT INTERPRETATION

SUBCONTRACTOR shall immediately submit to CONTRACTOR in writing for resolution:

1. All questions concerning interpretation or clarification of the Subcontract Documents or applicable standards and codes,

2. Conflicts or discrepancies discovered by SUBCONTRACTOR between or within the Subcontract Documents and any applicable standards, codes, laws and regulations, and

3. Errors or omissions discovered by SUBCONTRACTOR in the Subcontract Documents.

All determinations, instructions, and clarifications of CONTRACTOR shall be final and conclusive unless determined to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of CONTRACTOR. SUBCONTRACTOR shall be liable for any costs and expenses arising from its failure to comply with its obligations in this clause or furnishing any equipment or material or performing any work containing the conflict, discrepancy, error or omission prior to or inconsistent with CONTRACTOR'S written determination, instruction or clarification.

GC-4 ORDER OF PRECEDENCE

All Subcontract Documents and subsequently issued Variations and amendments are essential parts this subcontract.. The Subcontract Documents are to be taken as mutually explanatory of one another and shall be read as a whole. In resolving conflicts, or discrepancies between any of the Subcontract Documents the following order of precedence shall be used:

1. Subcontract Form of Agreement
2. Exhibit "C" - Quantities, Pricing and Data
3. Exhibit "B" - Special Conditions
4. Exhibit "A" - General Conditions
5. Exhibit "D" - Scope of Work
6. Exhibit "E" - Technical Specifications and Drawings

GC-5 STANDARDS AND CODES

Wherever references are made in this subcontract to standards or codes in accordance with which the Services under this subcontract are to be performed, the current edition or revision of the standards or codes shall apply, including any revisions published during the performance of this subcontract and prior to Final Acceptance. In case of any conflict between any referenced standards and codes and any Subcontract Documents, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing of such conflict together with a recommendation for resolution. CONTRACTOR shall confirm the Subcontract Document requirement in writing or direct a Variation in accordance with GC-18.

GC-6 LAWS, REGULATIONS, PERMITS AND TAXES

SUBCONTRACTOR represents that it is familiar with, shall be subject to and shall comply with all applicable laws in effect at the time the Work under this Subcontract are performed. SUBCONTRACTOR shall pay any penalties, fines or assessments levied by any relevant and competent authority resulting from any breach of this clause by SUBCONTRACTOR or any lower-tier subcontractor and shall indemnify and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from such a breach.

If during the term of this subcontract SUBCONTRACTOR discovers any discrepancy or inconsistency between this subcontract and any applicable laws (but excluding changes to tax laws where such taxes are based upon SUBCONTRACTOR'S inventory, payroll, income, profits/losses or cost of finance), SUBCONTRACTOR shall immediately notify CONTRACTOR in writing. and submit detailed documentation including in terms of both time and cost of performing the Subcontract, subject to SUBCONTRACTOR's entitlement to an equitable adjustment of the time(s) for completion and compensation in accordance with GC-18.

Except as otherwise specified, SUBCONTRACTOR shall obtain all permits, licenses, certifications, fulfill any other applicable governing authority requirement and furnish any documentation, bonds, security or deposits required for the performance of the Services. In the event that permits are required for the Work which can by applicable law be obtained only in the name of CONTRACTOR, SUBCONTRACTOR shall identify such permits in writing to CONTRACTOR, support CONTRACTOR in the preparation and submission of applications, prepare any necessary documentation, and perform any necessary coordination to facilitate obtaining such permits in a timely manner.

SUBCONTRACTOR certifies that it and all subcontractors engaged in the performance of the Work are licensed, certified and registered to perform the professional and technical services required to complete the Work under this subcontract. Such licenses, certifications and registrations shall be maintained throughout performance of this subcontract and failure to do so may be cause for default determination.

SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the performance of the Work under this Subcontract and shall make any and all payroll deductions and withholdings required by applicable laws and hereby indemnifies and holds harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors and assigns from and against any liability related to any and all such taxes, levies, duties, assessments, deductions and withholdings.

GC-7 LABOR, PERSONNEL AND WORK RULES

SUBCONTRACTOR shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any SUBCONTRACTOR personnel determined to be unfit or to be acting in violation of any provision of this subcontract. SUBCONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by CONTRACTOR and EMPLOYER.

SUBCONTRACTOR is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Republic of Kosovo. SUBCONTRACTOR shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, SUBCONTRACTOR shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of SUBCONTRACTOR. SUBCONTRACTOR shall not permit any of its personnel to maintain any temporary or permanent living quarters within the structures forming part of the Project. SUBCONTRACTOR shall respect the festivals and religious customs recognized in the Republic of Kosovo. SUBCONTRACTOR shall be responsible for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

At CONTRACTOR'S request, SUBCONTRACTOR shall provide to CONTRACTOR a detailed list showing the names of all employees of SUBCONTRACTOR or subcontractors of any tier who are participating or have participated in the performance of the Work.

CONTRACTOR may at its sole discretion deny access to the Jobsite to any individual by written notice to SUBCONTRACTOR. In the event an employee is excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

SUBCONTRACTOR shall, to the extent permissible under applicable law, comply with the provisions of all labor agreement(s) which apply to the Work performed under this subcontract. If required by the terms of any such labor agreement(s), SUBCONTRACTOR shall, immediately after subcontract award, agree to comply with and be bound by the terms of such labor agreement(s).

GC-8 PUBLICITY AND ADVERTISING

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this subcontract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

GC-9 SECURITY REQUIREMENTS

In performance of the Work, SUBCONTRACTOR shall establish and maintain and comply with a security program, implementing and supplementing Project security requirements. Such program shall include:

1. Controlled access to office, warehouse, material and equipment sites.
2. Physical security of office, warehouse, material and equipment sites, to include periodic security checks of all work areas assigned to SUBCONTRACTOR.
3. Control of material and equipment packaging, transportation, and delivery to the Jobsite.
4. Accountability procedures for storage, requisition and issue of material and equipment.
5. Personnel security to include, but not limited to, compliance with Project work rules (access, badging, prohibited activities and items, etc.)
6. Security communications to include, but not limited to, use of radios, satellite phones, cell phones, locating devices for vehicles.
7. Compliance with the Project Emergency Response Plan to include, but not limited to, emergency notification lists, personnel accountability procedures, etc.
8. Compliance with all Project security programs and the coordination measures, with CONTRACTOR, EMPLOYER and others on the Jobsite, established for that purpose.
9. Immediate notification to CONTRACTOR of all loss, theft or vandalism and promptly followed by submission of a detailed written report.

SUBCONTRACTOR shall cooperate with CONTRACTOR and EMPLOYER on all security matters and shall promptly comply with any Project security arrangements established by CONTRACTOR or EMPLOYER. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the Work.

GC-10 ENVIRONMENTAL REQUIREMENTS

Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances/materials, including by limiting damage and nuisance to people and property resulting from pollution, noise and other results of its operations and ensuring that emissions, surface discharges and effluent from the Jobsite and arising from SUBCONTRACTOR's activities shall not exceed the values stated in the environmental consent for the Project and prescribed by Kosovar Law.

Based on the foregoing, SUBCONTRACTOR shall:

1. Comply with all applicable laws, ordinances, statutes, rules, regulations, codes and standards governing environmental requirements and conduct the Work based on the

requirements of this subcontract, including compliance with permit requirements and Project plans, procedures, and approvals.

2. Provide all documentation required by all levels of governing authority or CONTRACTOR concerning environmental requirements.

3. As applicable, provide and maintain effective planning and field control measures for the following activities:

- Wastewater (domestic and industrial) discharges to land, surface water, or groundwater,
- To treat waste water before discharging
- To control after treatment, before the discharging
- To obtain the optimum parameter before discharging
- Extraction/supply of water from surface and/or subsurface sources
- To minimize water consumption
- To prevention the water pollution
- To keep away during the construction from the drinking water resources
- Storm water management,
- Spill prevention and response,
- To have and use drip trays during the oil or diesel refueling operation
- To have and use spill kits
- To have drip tray under the generator
- Erosion and sedimentation control,
- Protect all sensitive areas
- Air emissions and dust control,
- To minimize emission from sources
- To use environmental friendly fuel in vehicles
- To minimize the fuel consumption
- Damping water on haul road to prevent dust
- Noise control,
- To measure noise
- To prevent noise pollution
- Waste and hazardous waste management (domestic and industrial),
- To have and use just approved containers for waste deposit(trash bins)
- Label all waste containers
- Separate waste(separate waste (plastics, paper, metal....) for recycling or reusing)
- To separate hazardous waste from other waste, to establish proper deposit area (bounded area with 110% capacity)for hazardous wastes
- To establish proper deposit area (bounded area with 110% capacity) for used oil, contaminated soils, and for other contaminated materials
- To have MSDS for all chemical substances
- To collect batteries in special container
- Protection of areas designated as biologically / historically / archeologically / culturally significant (e.g., wetland, wildlife preserves, cultural resources, historic resources), and
- Work area restoration, including re-vegetation and re-contouring, build retention and sedimentation basins, river clean-up etc.(mitigation measures).

This shall include: obtaining certifications; conducting requisite analysis and monitoring of such activities as required by the Subcontract Documents, permit conditions or other applicable law and/or regulation; utilizing appropriate equipment for sampling, analysis and treatment; and, proceeding in accordance with permit requirements.

4. Develop an Environmental Compliance Plan which shall, as a minimum, comply with the applicable requirements outlined in subclause 1 above. SUBCONTRACTOR shall have sole responsibility for implementing and enforcing its Environmental Compliance Plan.

5. Comply with all access restrictions, including prohibitions on access to or activities in areas on or adjacent to the Jobsite and require its personnel and those of its suppliers and subcontractors of any tier to comply with all signage and flagging related to such restricted areas. Restricted areas may include, but are not limited to: designated wetlands; environmental mitigation study areas; protected/restricted biological /cultural/historical/archeological sites; and designated fish, wildlife, or vegetative habitat.

6. Require that its personnel do not hunt, fish, feed, capture, extract, or other wise disturb aquatic or terrestrial, animal or vegetative species within the Project boundary or while performing any tasks in performance of the Work.

7. Not proceed with any renovation or demolition work until surveys and notifications have been completed, filed with, and approved by the appropriate regulatory agencies and CONTRACTOR specifically authorizes that work to proceed, i.e. asbestos or similar hazardous substances. Should such materials be uncovered during SUBCONTRACTOR'S work, the provisions of subclause 8 below shall apply.

8. Immediately stop work in any area where the following are discovered:

   (a) Contamination indicators such as odor or appearance; unknown containers, piping, underground storage tanks, or similar structures or obstacles; or

   (b) Any other materials which are reasonably suspected to be toxic or hazardous; or

   (c) Cultural resources or artifacts with potential archaeological or historical value.

   SUBCONTRACTOR shall then immediately notify CONTRACTOR and the stop work area shall be determined by CONTRACTOR and confirmed in writing. Activity in the stop work area shall only resume upon CONTRACTOR'S written approval. Cultural resources or artifacts shall not be disturbed or removed, but secured and guarded until turned over to CONTRACTOR or CONTRACTOR designated authorities.

9. Manage, store, and dispose of all hazardous waste generated by SUBCONTRACTOR during the Work in accordance with the applicable requirements outlined in subclause 1 above. All transporter and disposal companies used by SUBCONTRACTOR shall be appropriately licensed by the governing authorities and SUBCONTRACTOR shall provide CONTRACTOR with proof of such licensing prior to their performance on any Work.

SUBCONTRACTOR'S obligations under the General Condition titled "INDEMNITY" apply to any liability arising in connection with or incidental to SUBCONTRACTOR'S performance or failure to perform as provided in this clause.

GC-11 SITE CONDITIONS

SUBCONTRACTOR shall have sole responsibility for satisfying itself concerning the nature and location of the Work and failure to acquaint itself with applicable conditions will not relieve SUBCONTRACTOR of responsibility for properly estimating either the difficulties, time for or the cost of performing its obligations under this subcontract.

Any CONTRACTOR or EMPLOYER provided investigations of Jobsite surface or subsurface conditions are for information only and neither CONTRACTOR nor EMPLOYER warrant or guarantee their content.

Title to water, soil, rock, gravel, minerals, timber, and any other materials developed or obtained in the excavation or other operations of SUBCONTRACTOR upon CONTRACTOR or EMPLOYER premises remains with CONTRACTOR and EMPLOYER and the right to use said materials or dispose of same is hereby expressly reserved by CONTRACTOR or EMPLOYER.

GC-12 SUBCONTRACTOR JOBSITE REQUIREMENTS

SUBCONTRACTOR work areas on the Jobsite shall be assigned by CONTRACTOR and SUBCONTRACTOR will confine its operations to the areas so assigned.

SUBCONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of the Work and prior to final payment SUBCONTRACTOR shall remove its equipment, plant and surplus materials; dispose of all rubbish; and return all CONTRACTOR or EMPLOYER supplied equipment and materials to a CONTRACTOR designated Jobsite location.

SUBCONTRACTOR shall not interfere unnecessarily or improperly with the convenience of the public or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

Others may be working at the Jobsite during performance of this subcontract. SUBCONTRACTOR acknowledges its obligation to coordinate its activities on the Jobsite with the work of each such party to avoid or mitigate to the greatest extent possible interference with their work. CONTRACTOR also reserves the right to schedule SUBCONTRACTOR work to minimize interference with work of any of the parties involved.

SUBCONTRACTOR shall use reasonable efforts to prevent any road or bridge from being damaged by its traffic or personnel. These efforts shall include the proper use of appropriate vehicles and routes.

SUBCONTRACTOR shall be responsible for all risk of loss or damage to work in progress and all equipment and material in its possession and shall accordingly rectify any loss or damage. SUBCONTRACTOR shall receive, unload, store and process such equipment and material subject to CONTRACTOR'S review and approval.

SUBCONTRACTOR shall conduct its operations so as not to:

1. Interfere with any utility, right-of-way, structure or other property without appropriate permits and advance written authorization of CONTRACTOR, and

2. Enter upon lands in their natural state or damage or destroy vegetation or cultivated and planted areas, whether on or off the Jobsite, without the advance written authorization of CONTRACTOR.

SUBCONTRACTOR shall comply with CONTRACTOR'S and EMPLOYER's Jobsite security requirements and at all times conduct operations under this subcontract in a manner to avoid risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, material, work or other property.

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Jobsite shall be placed under the care and authority of EMPLOYER. SUBCONTRACTOR shall take reasonable precautions to prevent its personnel or other persons from removing or damaging any of these findings.

All costs for replacement, repair or restoration required by reason of SUBCONTRACTOR failure to protect all equipment, facilities and material described herein or for unauthorized obstruction, damage to or use of property as described in 1 and 2 above shall be at SUBCONTRACTOR'S expense.

GC-13 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

SUBCONTRACTOR shall provide and use for the Work only such construction plant, equipment, tools, facilities and materials capable of producing the quality and quantity of work required by this subcontract and within the times specified in the Subcontract Schedule. Upon request, SUBCONTRACTOR shall provide CONTRACTOR a current itemized list of all plant, equipment, and tools on the Jobsite in the format and detail required by CONTRACTOR.

SUBCONTRACTOR shall discontinue operation of plant, equipment or facilities deemed unsatisfactory by CONTRACTOR and shall either modify the items to CONTRACTOR'S satisfaction or remove them from the Jobsite.

SUBCONTRACTOR shall not remove construction plant, equipment, tools or facilities from the Jobsite before the Work is finally accepted, without CONTRACTOR'S written approval.

GC-14 FIRST AID FACILITIES

Where CONTRACTOR or EMPLOYER has first-aid facilities at the Jobsite CONTRACTOR may, at its option, make available such facilities for the treatment of employees of SUBCONTRACTOR and employees of its lower-tier subcontractors and suppliers, who may be injured or become ill while engaged in the performance of the Work under this subcontract.

If first-aid facilities and/or services are made available to said employees then, in consideration for the use of such facilities and the receipt of such services, SUBCONTRACTOR hereby agrees:

1. To include as part of its obligation under the General Condition titled "INDEMNITY" the obligation to release, defend, indemnify and hold harmless CONTRACTOR and EMPLOYER from all claims, demands, and liabilities arising from the use of such services or facilities; and

2. In the event any of SUBCONTRACTOR'S employees or employees of its lower-tier subcontractors and suppliers require off-site medical services, including transportation thereto, to promptly pay for such services directly to the providers thereof.

GC-15 INSPECTION AND TESTING

All equipment and material furnished and work performed shall be properly inspected by SUBCONTRACTOR at its expense and shall at all times be subject to quality surveillance and quality audit by CONTRACTOR, EMPLOYER or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for such quality surveillance or audit. If any equipment, material or work is determined by CONTRACTOR or EMPLOYER to be defective or not in conformance with this subcontract, if it has not been incorporated into the Work it shall not be so incorporated or otherwise the provisions of the General Condition titled "WARRANTY" shall apply.

Unless otherwise provided in the subcontract, testing of equipment, materials or work shall be performed by SUBCONTRACTOR at its expense and in accordance with subcontract requirements and SUBCONTRACTOR shall give CONTRACTOR 35 day's notice of tests and shall send to CONTRACTOR the results of the tests. Any tests or repeated tests that are not passed shall be repeated. Should tests in addition to those required by this subcontract be desired by CONTRACTOR, SUBCONTRACTOR will be given reasonable notice to permit such testing. Such additional tests will be at CONTRACTOR'S expense.

SUBCONTRACTOR shall give notice to CONTRACTOR whenever any work is ready and before it is covered

up, put out of sight, or packaged for storage or transport. CONTRACTOR shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to SUBCONTRACTOR that it does not require to do so. If SUBCONTRACTOR fails to give the notice, he shall, if and when required by CONTRACTOR, uncover the work and thereafter reinstate and make good, all at SUBCONTRACTOR's cost.

SUBCONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing.

GC-16 EXPEDITING

The equipment and materials furnished and work performed under this subcontract shall be subject to expediting by CONTRACTOR or its representatives who shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for expediting purposes. As required by CONTRACTOR, SUBCONTRACTOR shall provide detailed schedules and progress reports for use in expediting and shall cooperate with CONTRACTOR in expediting activities.

GC-17 FORCE MAJEURE

No delay or failure in performance by either party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure.

In this Clause, "Force Majeure" means an event or circumstance which:

(a) is beyond a party's control; and

(b) which, having arisen, such party could not, without expenditure, reasonably have avoided or overcome.

Force Majeure may include, but is not limited to, events or circumstances of the kind listed below, so long as conditions (a) and (b) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, or any trade embargo affecting the free flow of goods and services to or from Kosovo,

(ii) rebellion, terrorism, sabotage by persons other than the SUBCONTRACTOR's personnel, revolution, insurrection, military or usurped power, or civil war,

(iii) riot, commotion, environmental protest, disorder, strike or lockout by persons other than the SUBCONTRACTOR's personnel,

(iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the SUBCONTRACTOR's use of such munitions, explosives, radiation or radio-activity,

(v) natural events that are out of the ordinary such as earthquake, hurricane, typhoon or volcanic activity, flood, lightning, fire or cyclone;

(vi) the expropriation or compulsory acquisition by any competent authority within Kosovo of any assets or rights of the SUBCONTRACTOR.

The following will not constitute Force Majeure: insufficient financial means of SUBCONTRACTOR or any its suppliers or subcontractors to perform any subcontract obligations, including the insolvency or bankruptcy of any supplier or subcontractor; and the unavailability or shortages of labor or equipment or materials.

If SUBCONTRACTOR'S performance of this subcontract is delayed by a Force Majeure occurrence, SUBCONTRACTOR shall immediately provide CONTRACTOR written notification of the delay and its estimated duration within twenty-four (24) hour of the occurrence. During the ongoing occurrence, SUBCONTRACTOR shall take all actions to minimize and mitigate the effect of the Force Majeure occurrence. Within seven (7) calendar days after the cessation of any Force Majeure occurrence, SUBCONTRACTOR shall notify CONTRACTOR in writing specifying the actual duration of the delay and describing its plan to minimize and mitigate the effect of the Force Majeure occurrence on the completion of the Work.

Failure to provide any of the above required notices or failure to submit its plan to minimize or mitigate the effect of a Force Majeure occurrence shall be sufficient ground for denial of an extension of time. If CONTRACTOR determines that the delay was caused by a Force Majeure occurrence, CONTRACTOR will determine the duration of the delay and will extend the time of performance of this subcontract by modifying the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK" accordingly. Such extension shall be the sole remedy for the delay.

GC-18 VARIATION and AMENDMENT

18.1 For the purposes of this GC-18, "Variation" shall mean any change to the Services which is instructed or approved as a variation in accordance with the procedure set out in this GC-18 below.

18.2 A Variation may be initiated by CONTRACTOR at any time, either by an instruction or by a request for SUBCONTRACTOR to submit a proposal including, without limitation, additions, deletions, rescheduling and acceleration or deceleration, to all or any part of the Work, and SUBCONTRACTOR agrees to perform such Works as changed. Where SUBCONTRACTOR can show that an instruction or request for proposal of CONTRACTOR given in accordance with the subcontract has resulted in, or that the occurrence of an event beyond the control of SUBCONTRACTOR causes an increase or decrease in the cost of performing the Work, or in the time required to perform, any part of the Work, an equitable adjustment shall be made to the compensation or time(s) for completion, or both. SUBCONTRACTOR shall, within five (5) calendar days of such instruction or request for proposal, notify CONTRACTOR and submit a substantiated claim. CONTRACTOR shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. If CONTRACTOR instructs or approves a Variation, he shall proceed to determine any reasonable costs to which SUBCONTRACTOR is entitled as a direct consequence of the Variation. SUBCONTRACTOR shall not make any alteration and/or modification of the Work, unless and until CONTRACTOR issues an instruction or approves a Variation.

18.3 The substantiated claim to be submitted by the SUBCONTRACTOR pursuant to GC-18.2 shall include the following information:

(1) a description of the proposed Works to be performed and a programme for its execution,
(2) SUBCONTRACTOR's proposal for any necessary modifications to the order of performance of the Works and/or the Milestone Dates in Exhibit "C" - Quantities, Pricing and Data,
(3) SUBCONTRACTOR'S reasonable costs as a direct consequence of the Variation on the basis set out in Exhibit "C" - Quantities, Pricing and Data, and
(4) SUBCONTRACTOR'S proposal for evaluation of the Variation.

18.4 Any delay by SUBCONTRACTOR in giving notice or presenting a proposal under this GC-18 shall be grounds for rejection of the claim if and to the extent CONTRACTOR is prejudiced by such delay. In no case shall a claim by SUBCONTRACTOR be considered if asserted after final payment under this subcontract.

18.5 SUBCONTRACTOR shall proceed diligently with performance of the Works and comply with any decision of CONTRACTOR, pending final resolution of any request for adjustment, dispute, claim, appeal, or action arising under this subcontract.

18.6 No amendments or modifications of any of the Subcontract Documents constituting this subcontract shall be valid unless evidenced in writing as a formal amendment, in a standard amendment format and signed by duly authorized signatories of the Parties. Changes to Subcontract Documents constituting this subcontract, which are required as part of the implementation of a Variation, shall be documented in a standard change order format to be agreed by the Parties and signed by duly authorized signatories of the Parties.

Each Variation may include:

(a) changes to the quantities of any item of work included in the subcontract (however, such changes do not necessarily constitute a Variation),

(b) changes to the quality and other characteristics of any item of work,

(c) changes to the levels, positions and/or dimensions of any part of the Works,

(d) omission of any work, including after a prolonged suspension under GC-24 of 84 consecutive days or 160 days in an 18 month period,

(e) any additional work, plant, materials or services necessary for the Works, or

(f) changes to the sequence or timing of the execution of the Works.

SUBCONTRACTOR shall not make any alteration and/or modification of the Works, unless and until CONTRACTOR instructs or approves a Variation.

If CONTRACTOR requests a proposal, prior to instructing a Variation, SUBCONTRACTOR shall respond in writing as soon as practicable and in any event within seven (7) days by submitting:

(a) a description of the proposed work to be performed and a programme for its execution,

(b) SUBCONTRACTOR's proposal for any necessary modifications to the Subcontract Schedule and to the Subcontract Milestone dates and to the amount payable under the subcontract; and

(c) SUBCONTRACTOR's proposal for evaluation of the Variation.

CONTRACTOR shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. SUBCONTRACTOR shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of costs, shall be issued by CONTRACTOR to SUBCONTRACTOR, who shall acknowledge receipt.

If any Variation issued under this clause directly or indirectly causes an increase or decrease in SUBCONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made and the contract modified by CONTRACTOR.

For work of a minor or incidental nature, the value of which is less than five thousand Euro (€5,000), CONTRACTOR may instruct that a Variation shall be executed on a daywork basis.

SUBCONTRACTOR shall submit quotations to CONTRACTOR with reasonable details regarding who will be carrying out the work and the work involved.

To the extent covered in Exhibit C – Unit Price Schedule, the work shall then be valued in accordance with the rates set out in Exhibit C – Unit Price Schedule. Otherwise, the works, including materials required for them, shall be valued according to the quotations and reasonable details provided by SUBCONTRACTOR.

All other modifications to this subcontract shall be by written Amendment signed by both parties.

GC-19 RECORDS AND AUDIT

SUBCONTRACTOR shall maintain records and accounts in connection with the performance of this subcontract that will (i) accurately document incurred costs, both direct and indirect, of whatever nature and (ii) are in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or with International Accounting Standards Committee (IASC) standards consistently applied, as applicable for a period of two (2) years from the expiration of SUBCONTRACTOR'S obligations under this subcontract or for such longer period as may be specified by applicable law. CONTRACTOR or their representatives shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purpose of verifying payments or requests for payment when costs are the basis of such payment and to evaluate the reasonableness of proposed subcontract price adjustments and claims.

GC-20 WARRANTY and STANDARD OF CARE

20.1 SUBCONTRACTOR represents that it will perform the Services in accordance with this subcontract and the standard of care in GC-1.1. In addition to all other rights and remedies which CONTRACTOR may have, SUBCONTRACTOR shall, at its expense, re-perform the Work to correct any defects and shall be liable, if and to the extent resulting from any defect, for the repair, replacement or re-instatement of any defective materials and equipment and re-performance of any non-conforming construction work for a period from commencement of the Work until twelve (12) months following Final Acceptance and for the periods of design liability required by applicable law. CONTRACTOR shall notify SUBCONTRACTOR in writing or in other appropriate way of any defects and shall approve the method and timing of corrections. CONTRACTOR shall also perform such tests as CONTRACTOR may require to verify that such corrective actions to its Work comply with the Subcontract. All costs incidental to such corrective action including, but not limited to, review, access, removal, retesting and re-inspection shall be borne by SUBCONTRACTOR. If SUBCONTRACTOR fails to take corrective action within a reasonable time, CONTRACTOR may perform the corrective measures by other reasonable means (including, but not limited to, the engagement of any third party to perform the corrective measures) and CONTRACTOR shall be entitled to back-charge SUBCONTRACTOR for, withhold from payments due to SUBCONTRACTOR, offset against other obligations, or collect as a debt due from SUBCONTRACTOR, any and all costs and expenses incurred in connection therewith.

20.2 Services and any resulting non-conforming construction services re-performed within twelve (12) months of Final Acceptance shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of re-performance, not to exceed twenty-four months from Final Acceptance.

20.3 The total liability of SUBCONTRACTOR to CONTRACTOR under the subcontract shall be equal to the amount payable to SUBCONTRACTOR under and in connection with this subcontract if the amount so payable is less than 40,235.00 Euro.

20.4 The above limitation of liability shall not apply:

(a) in case of fraud, criminal conduct and/or wilful misconduct by SUBCONTRACTOR;

(b) where the relevant liability cannot be limited in accordance with applicable laws; and

(c) to SUBCONTRACTOR 's obligations under GC-22 and GC-23.

GC-21 BACKCHARGES

CONTRACTOR may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to SUBCONTRACTOR amounts sufficient to cover the full costs of any of the following:

1. SUBCONTRACTOR'S failure to comply with any provision of this subcontract or SUBCONTRACTOR'S acts or omissions in the performance of any part of this subcontract, including, but not limited to, violation of any applicable law, order, rule or regulation, including those regarding safety, hazardous materials or environmental requirements;

2. Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means when SUBCONTRACTOR states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or

3. CONTRACTOR agrees to or is required to take action or perform work for SUBCONTRACTOR, such as cleanup, off-loading or completion of incomplete work.

CONTRACTOR may also backcharge SUBCONTRACTOR for work done or cost incurred to remedy these or any other SUBCONTRACTOR defaults, errors, omissions or failures to perform or observe any part of this subcontract. CONTRACTOR may, but shall not be required to, give SUBCONTRACTOR written notice before performing such actions or work or incurring such cost. Lack of written notice shall not impair CONTRACTOR'S right to proceed with the action or work under this or any other provision of this subcontract.

The cost of backcharge work shall include:

1. Incurred labor costs (manual and non-manual) including all payroll additives, travel and subsistence;

2. Incurred net delivered material costs;

3. Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action;

4. Equipment and tool rentals at prevailing rates in the Jobsite area; and

5. A factor of ten percent (10%) applied to the total of Items 1 through 4 for CONTRACTOR'S overhead, supervision, administrative and other indirect costs.

CONTRACTOR shall separately invoice or deduct and retain from payments otherwise due to SUBCONTRACTOR the costs as provided herein. CONTRACTOR'S right to backcharge is in addition to any and all other rights and remedies provided in this subcontract or by law. The performance of backcharge work by CONTRACTOR shall not relieve SUBCONTRACTOR of any of its responsibilities under this subcontract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Subcontract Milestones of the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".

GC-22 INDEMNITY

SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless

CONTRACTOR, and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions losses, damages, and expenses including attorney's fees, costs, expenses, and losses of whatsoever kind including property damage and injury to or death of any person, including employees of CONTRACTOR or SUBCONTRACTOR arising out of and/or in connection with the performance of this subcontract, if and to the extent caused or contributed to by reason of any breach of the subcontract, wiliful misconduct or negligence of SUBCONTRACTOR, its lower-tier subcontractors or of anyone acting under its direction or control.

GC-23 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

23.1 SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions, losses, damages, and expenses, including attorney's fees, whether rightful or otherwise, that any concept, design, process, copyrighted material or confidential information, or any part thereof, furnished by SUBCONTRACTOR under this subcontract constitutes an infringement of any patent, copyright or other intellectual property right, or a theft of trade secrets. If use of any part of such concept, design, process, copyrighted material or confidential information is limited or prohibited, SUBCONTRACTOR shall procure the necessary licenses to use the infringing or a modified but non-infringing concept, design, process, copyrighted material or confidential information or replace it with substantially equal but non-infringing concepts, designs, processes, copyrighted material or confidential information; provided, however,

(1) that any such substituted or modified concepts , designs, processes, copyrighted material or confidential information shall meet all the requirements and be subject to all the provisions of this subcontract, and

(2) that such replacement or modification shall not modify or relieve SUBCONTRACTOR of its obligations under this subcontract.

23.2 The foregoing obligation shall not apply to any concept, design, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by CONTRACTOR to SUBCONTRACTOR.

GC-24 RIGHT TO WORK TOOLS AND WORK PRODUCT

24.1 CONTRACTOR shall have, and SUBCONTRACTOR hereby grants CONTRACTOR, a permanent, assignable, non-exclusive, royalty-free sub-licensable license to use any concept, copyrighted material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software) and confidential information owned by SUBCONTRACTOR upon commencement of the Work under this subcontract and furnished or supplied to CONTRACTOR by SUBCONTRACTOR in the course of performance under this subcontract.

24.2 Under such license CONTRACTOR may copy or reproduce any and all documents and information furnished by SUBCONTRACTOR in connection with the subcontract and distribute such copies or reproductions to others as deemed appropriate by the licensees notwithstanding any proprietary legends or copyright notices to the contrary. SUBCONTRACTOR shall obtain necessary permission and releases from any third parties placing proprietary legends or copyright notices on such documents or information.

24.3 Subject to GC-24.4, any concept, copyrightable material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs and electronic software) or confidential information first developed, or produced or acquired by SUBCONTRACTOR or any of its employees or sub-contractors, or any of their employees, in the

performance of or otherwise in connection with this subcontract (collectively, "Work Product") shall to the extent not protected by third party patents or other third party intellectual property rights, be the property of CONTRACTOR upon creation, whether or not delivered to CONTRACTOR at the time of creation, and shall upon request by CONTRACTOR (but in no event later than final acceptance of the Services) be delivered to CONTRACTOR. Upon request by CONTRACTOR from time to time, SUBCONTRACTOR agrees to do all things reasonably necessary, at CONTRACTOR's expense and as CONTRACTOR directs, to obtain patents or copyrights on any portion of such Work Product, to the extent the same may be patentable or copyrightable. SUBCONTRACTOR further agrees to execute and deliver or cause to be executed and delivered such documents, including in particular instruments of assignment, as CONTRACTOR may in its discretion deem necessary or desirable to assign and transfer title to such Work Product as CONTRACTOR may direct and to carry out the provisions of this clause.

24.4 Nothing in this subcontract affects the intellectual property rights of either Party existing prior to the Effective Date, or requires the assignment or transfer of any proprietary business information, trade secrets, or know-how of the SUBCONTRACTOR.

GC-25 ASSIGNMENT AND SUBCONTRACTS

25.1 Any SUBCONTRACTOR assignment of this subcontract or rights hereunder, in whole or part, without the prior written consent of CONTRACTOR shall be void.

25.2 SUBCONTRACTOR shall not subcontract or form any association or cooperative arrangement with any third party for the performance of all or any portion of the Services without the prior written approval of CONTRACTOR. Purchase orders and subcontracts of any tier must include provisions to secure all rights and remedies of CONTRACTOR provided under this subcontract, and must impose upon the lower-tier associate, subcontractor and supplier all of the duties and obligations required to fulfill this subcontract.

25.3 Copies of all purchase orders and subcontracts are to be provided to CONTRACTOR upon request. Pricing may be deleted unless the compensation to be paid thereunder is reimbursable under this subcontract.

GC-26 SUSPENSION

26.1 CONTRACTOR may by written notice to SUBCONTRACTOR suspend the Work under this subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue Work to the extent specified in the notice, continue to maintain the status of the Work; take any other steps to minimize costs associated with such suspension and provide CONTRACTOR with estimates of potential suspension costs. During the term of any suspension, no less often than bi-weekly, SUBCONTRACTOR shall keep CONTRACTOR informed of the costs of the suspension already incurred and the estimated costs of continuing the suspension. SUBCONTRACTOR shall provide any information reasonably requested by CONTRACTOR in relation to such costs.

26.2 Upon receipt of notice to resume suspended Work, SUBCONTRACTOR shall immediately resume performance under this subcontract to the extent required in the notice.

26.3 SUBCONTRACTOR shall, subject to GC-18.4, be entitled to an equitable adjustment to the compensation and/or time(s) for completion on account of any suspension under GC-26.1 if and to the extent that such suspension is not instructed as a result of any breach of the Subcontract, willful misconduct or negligence of SUBCONTRACTOR.

GC-27 TERMINATION

27.1 CONTRACTOR may by written notice to SUBCONTRACTOR terminate the Work under this subcontract in whole or in part at any time, either for CONTRACTOR's convenience or for the default of SUBCONTRACTOR. Upon such termination:

(1) all data, plans, specifications, reports, estimates, summaries, lower-tier purchase orders and subcontracts, completed Works and Works in progress, other information and materials as may have been accumulated by SUBCONTRACTOR in performing this subcontract including all Work Product shall be delivered to CONTRACTOR.

(2) SUBCONTRACTOR shall immediately leave the Jobsite and comply with any reasonable instructions included in CONTRACTOR's notice for the protection of life or property or for safety of the works or Project; and

(3) CONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works.

27.2 If the termination is for the convenience of CONTRACTOR, an equitable adjustment in the compensation to be paid to SUBCONTRACTOR shall be made based upon the cost for completed Works, Works in progress and the reasonable costs incurred, or to be incurred, by SUBCONTRACTOR, due to such termination. All amounts claimed by SUBCONTRACTOR in respect of such termination shall be actual proven costs, substantiated with an appropriate level of documentation. No amount shall be allowed for anticipated profit on unperformed Works., or for loss of income, loss of opportunity or other loss of profit.

27.3 SUBCONTRACTOR shall be deemed in default only where SUBCONTRACTOR: (i) breaches any provision of this Subcontract and fails to rectify any such breach within a period of twenty-eight (28) calendar days from a notice by CONTRACTOR to SUBCONTRACTOR stating the breach, (ii) becomes insolvent, (iii) becomes the subject of voluntary or involuntary bankruptcy proceedings, (iv) makes an admission of inability to pay debts as due, or (v) makes an assignment for the benefit of creditors without obtaining CONTRACTOR'S prior written consent. If the termination is attributable to the default of SUBCONTRACT, CONTRACTOR shall have the right to complete such Works by whatever method CONTRACTOR may deem expedient. SUBCONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works under this Subcontract. An equitable adjustment in the compensation shall be made based upon the cost for completed Works. No amount shall be allowed for Works in progress, termination costs or anticipated profit on unperformed Works. However, SUBCONTRACTOR (and any person, whether natural or legal, providing a bond or guarantee in relation to SUBCONTRACTOR's obligations hereunder) shall be liable for all costs reasonably and necessarily incurred in completion of the Works, including costs of administration of any purchase order or subcontract awarded to others for completion. Such costs may be deducted by CONTRACTOR from such monies as may be due or thereafter become due to SUBCONTRACTOR, or CONTRACTOR may recover such costs as a debt due from SUBCONTRACTOR to CONTRACTOR.

GC-28 FINAL INSPECTION AND ACCEPTANCE

When SUBCONTRACTOR considers the Work under this subcontract are, or any Milestone is, complete and ready for acceptance, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR will conduct such reviews, inspections and tests as needed to satisfy CONTRACTOR that each Milestone, or upon completion, the Work conform to the subcontract requirements. CONTRACTOR will notify SUBCONTRACTOR of any nonconformance in writing and the provisions of GC-20 shall apply to the nonconformance as a defect. If the Work are accepted in Milestones such acceptance is partial pending

"Final Acceptance" of the Work as a whole. If all Work conform to the Subcontract requirements, CONTRACTOR shall issue a Certificate of Final Acceptance , which shall be final and conclusive with regard to determining completion of the Work except for fraud and CONTRACTOR's rights under GC-20, 22 and 23.

GC-29 NON-WAIVER

29.1 None of the following shall operate as, or be deemed to be, a waiver or release of SUBCONTRACTOR'S obligations under this subcontract:

(1) failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this subcontract;

(2) failure or delay to exercise any rights or remedies provided herein or by applicable law;

(3) failure to properly notify SUBCONTRACTOR in the event of breach of any obligation;

(4) the acceptance of, or payment for, any Services hereunder;

(5) the review or failure to review SUBCONTRACTOR submissions;

(6) the inspection and test by CONTRACTOR or the failure to inspect and test the Services; and

(7) the termination either in whole or in part of the Services under this subcontract.

29.2 Any waiver by CONTRACTOR of its rights or remedies under this subcontract must be in writing to be effective.

29.3 The remedies provided to CONTRACTOR are not mutually exclusive and CONTRACTOR'S exercise of any remedy or remedies will not prevent CONTRACTOR from exercising any other remedy or remedies it has under the subcontract or at applicable law.

GC-30 SEVERABILITY

The provisions of this subcontract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the subcontract shall continue in full force and effect so that the purpose and intent of this subcontract shall still be met and satisfied.

GC-31 SURVIVAL

All terms, conditions and provisions of this subcontract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this subcontract.

GC-32 GOVERNMENT RESTRICTED PARTIES AND COMMODITIES

32.1 SUBCONTRACTOR acknowledges that all applicable laws of any country of origin of commodities, software, technology or other regulated items shall apply to the exports of such commodities, software, technology or other regulated items under this subcontract. SUBCONTRACTOR also acknowledges that other applicable laws may restrict the use of certain parties in connection with this

subcontract. Such laws, rules and regulations are generally described below.

Restricted Parties Lists

The U.S. Government, foreign country governments and international organizations publish Restricted Parties Lists ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. SUBCONTRACTOR shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. SUBCONTRACTOR shall not enter into any transactions with any third party identified on any applicable Lists.

Licensing Requirements

(a) General: Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of conventional weapons of mass destruction, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. SUBCONTRACTOR shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software or technology or other regulated item.

(b) United States of America (USA) Export Licensing Requirements:

SUBCONTRACTOR is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work except for any commodity, software or technology supplied by CONTRACTOR. A copy of the export license, or rationale as to why a license is not required, shall be provided to CONTRACTOR upon request.

32.2 SUBCONTRACTOR shall be responsible for any delay resulting from SUBCONTRACTOR's failure to comply fully and timely with any such applicable laws described in GC-29.1 above.

32.3 SUBCONTRACTOR hereby agrees to indemnify, defend and hold harmless CONTRACTOR, its affiliates and their directors, officers, employees and representatives from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of SUBCONTRACTOR's failure to comply with its obligations under this clause.

GC-33 STANDARDS OF CONDUCT

33.1 In relation to the bribery of public officials and private sector employees, SUBCONTRACTOR shall comply with all applicable national, federal, state and local laws, ordinances and regulations of the United States of America and of all other jurisdictions including without limitation, of the United States of America, Kosovo and of all other applicable jurisdictions, including without limitation, all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "Act"). In addition, SUBCONTRACTOR shall:

(1) Comply with the principles of the World Economic Forum's Partnering Against Corruption Principles for Countering Bribery ("PACI Principles") set out in the World Economic Forum's 2005 publication Partnering Against Corruption Principles for Countering Bribery;

(2) Comply with the Act, the PACI Principles and any other applicable laws regarding corruption, bribery and the like "the Legislation";

(3) advise each of its lower-tier subcontractors regarding the purposes and provisions of the Legislation;

(4) ensure their subcontractors at any tier also comply with the Legislation;

(5) refrain and ensure that their subcontractors and suppliers at any tier refrain from taking any action that would cause CONTRACTOR to be in violation of the Legislation.

33.2 SUBCONTRACTOR shall institute and maintain procedures to document compliance with its obligations under this Clause GC-33, which shall be available at all times for inspection by CONTRACTOR, or their designated representatives. CONTRACTOR will have the right to audit, at any time, all such procedures and relevant documents. SUBCONTRACTOR shall be required to promptly provide any and all information sought by CONTRACTOR for the purposes of such audits.

33.3 In addition, and without prejudice to any other provision of this Subcontract, SUBCONTRACTOR represents and warrants to CONTRACTOR that it has not paid any money, provided any other item of value, or rendered any other benefit, nor has it promised to do so, for the sake of procurement of this Subcontract. Any breach of this representation or any other portion of this GC-30 shall be a material breach of this Subcontract and shall entitle CONTRACTOR to terminate the Subcontract for default upon written notice, with immediate effect and without any cure period. Such termination shall proceed pursuant to the terms of GC-27 titled "TERMINATION". Additionally, any breach of this GC-30 by SUBCONTRACTOR shall entitle CONTRACTOR to withhold from any payments due to SUBCONTRACTOR the value of any payments made or benefits rendered by SUBCONTRACTOR, without prejudice to any other remedy available under applicable law, and any breach of this GC-33 by CONTRACTOR shall entitle SUBCONTRACTOR to immediately cease the performance of the Services and withhold the delivery of any deliverables without prejudice to any other remedy available under applicable law.

33.4 SUBCONTRACTOR shall immediately notify CONTRACTOR of any violation of this GC-33. SUBCONTRACTOR understands that any violation of this GC-33 could result in the termination of this subcontract and any other agreement between the Parties or any of their affiliated companies and CONTRACTOR or any of its affiliated companies.

33.5 SUBCONTRACTOR agrees to include this GC-33 in each of its lower-tier subcontracts and to require its lower-tier subcontractors to include this clause in their subcontracts.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Construction of Box Culvert in Section 3

EXHIBIT "B" - SPECIAL CONDITIONS

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SC-1 DEFINITIONS

1.1 Contract means the contract entered into between CONTRACTOR and EMPLOYER in respect of the Project.

1.2 CONTRACTOR means the entity set out in the Subcontract Form of Agreement and all of their authorized representatives acting in their professional capacities, successors and permitted assigns.

1.3 EMPLOYER means the Ministry of Infrastructure of the Government of Kosovo and its authorized representatives and successors in interest, including without limitation the Engineer, if applicable.

1.4 Final Acceptance means acceptance in accordance with the provisions of GC-28.

1.5 Jobsite means the places provided by EMPLOYER where the permanent works for the Project are to be executed including storage and working areas and to which plant and materials are to be delivered and any other places as may be specified by EMPLOYER or CONTRACTOR as forming part of the Jobsite.

1.6 Milestone means each milestone for the performance of the Work as set out in Exhibit "C" - Quantities, Pricing and Data.

1.7 Milestone Date means the date for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.8 Milestone Price means the amount payable to SUBCONTRACTOR for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.9 Project means the Route 6 Prishtine – Hani i Elezit motorway in the Republic of Kosovo.

1.10 Work means the works described in Exhibit "D" – Scope of Services and Technical Specifications (as well as any other services which are incidental thereto).

1.11 SUBCONTRACTOR means the entity set out in the Subcontract Form of Agreement, its authorized representatives acting in their professional capacity, successors, and permitted assigns.

1.12 Variation shall have the meaning given to it in GC-18.

SC-2 INSURANCE

2.1 SUBCONTRACTOR shall, at its expense, maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below and with insurers and under forms of policies satisfactory to CONTRACTOR:

(1) Workers' / Social Security Compensation as required by any applicable law or regulation.

(2) Employers Liability Insurance of not less than €500,000.00

The above policies shall include an Insurer's waiver of subrogation in favor of the CONTRACTOR, EMPLOYER, and each of their parents, subsidiaries and affiliates, and the officers, directors and employees.

(3) Commercial General Liability Insurance for the SUBCONTRACTOR'S off-site activities written on an occurrence form with limits of liability for bodily injury, property damage and

personal injury of not less than €500,000.00 per occurrence.

To the extent coverage is afforded to SUBCONTRACTOR under this policy, such policy shall include CONTRACTOR, their subsidiaries and affiliates, and the officers, directors, and employees of the foregoing each as "Additional Insureds," but only with respect to liability arising out of operations for CONTRACTOR by or for the SUBCONTRACTOR. Such coverage shall be primary as respects any other insurance maintained by or for the Additional Insureds and shall include a separation of insureds clause. Such insurance shall be an occurrence policy form, not a claims made form, and shall contain an insurer's waiver of subrogation in favor of the Additional Insureds.

(4) Automobile Liability (Owned, hired and non-owned) with combined single limits of liability for bodily injury or property damage as required by Kosovo law.

SUBCONTRACTOR'S Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.

This policy of insurance is a requirement only in the event the SUBCONTRACTOR will operate or have control of motor vehicles within the Republic of Kosovo.

2.2 The required limits of coverage (1) through (4) may be satisfied by a combination of a primary policy and an excess or umbrella policy.

2.3 Neither CONTRACTOR nor EMPLOYER is maintaining any insurance on behalf of SUBCONTRACTOR unless otherwise specifically set forth herein.

2.4 None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by SUBCONTRACTOR are intended to and shall not in any manner limit or qualify the liability and obligations assumed by SUBCONTRACTOR under this subcontract.

2.5 SUBCONTRACTOR shall deliver to CONTRACTOR no later than ten (10) calendar days after subcontract award, but in any event prior to commencing the Services or entering the Jobsite, "Certificates of Insurance" evidencing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in a form acceptable to CONTRACTOR and provide not less than thirty (30) calendar days advance written notice will be given to CONTRACTOR prior to cancellation, termination or material alteration of such policies. Certificates shall identify on their face the project name and subcontract number. Delivery of the original and two (2) copies of the certificates and any notices of policy change shall be made to:

CONTRACTOR

Attention: Subcontractor Administrator
Reference: Subcontract No. 25939-DR1-SA-SDRS-00025

SC-3 CONTRACTOR-FURNISHED REQUIREMENTS

A. Utilities. The following will be furnished to SUBCONTRACTOR without cost at outlets existing on the Jobsite.

None

B. Facilities. The following will be furnished to SUBCONTRACTOR, subject to CONTRACTOR'S instructions and written approval for SUBCONTRACTOR use.

None

C. Permits. The following permits will, without cost, be furnished to SUBCONTRACTOR; however SUBCONTRACTOR shall, as necessary, provide CONTRACTOR and EMPLOYER with assistance in obtaining such permits.

None

D. Materials and Equipment. The following materials and/or equipment will be furnished SUBCONTRACTOR, at CONTRACTOR'S designated Jobsite warehouse or storage area, to be incorporated into or used in performance of the Work under this subcontract. Such items will be furnished without cost provided SUBCONTRACTOR shall, at its expense, accept delivery, load, unload, transport to points of use, care for such items until final disposition and upon completion of the Work return all surplus to CONTRACTOR'S designated Jobsite warehouse or storage area.

None – Except the ones stated in Exhibit C&D.

SC-4 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

CONTRACTOR review and permission to proceed does not constitute acceptance or approval of submittals including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by SUBCONTRACTOR and does not relieve SUBCONTRACTOR from full compliance with the subcontract requirements.

A. Drawings.

Where drawings are required for:

1. Fabrication of SUBCONTRACTOR-furnished equipment or materials,
2. Installing SUBCONTRACTOR-furnished equipment or materials, or
3. Planning and performance of the Work under this subcontract,

such drawings shall be submitted by and at the expense of SUBCONTRACTOR before fabrication, installation or performance, allowing at least fourteen (14) calendar days for review by CONTRACTOR unless otherwise shown on the Subcontract Schedule. The drawing submission sequence shall be established to provide all information for each drawing's complete review upon receipt.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number and indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, e.g., fits between shafts or stems and seals.

SUBCONTRACTOR shall certify all submitted drawings to be correct, show the subcontract number and furnish two (2) reproducibles and four (4) copies of all drawings. CONTRACTOR will review SUBCONTRACTOR'S drawings and a reproducible drawing marked with one of the following codes will be returned to SUBCONTRACTOR.

Code	Notation
1.	Work may proceed.
2.	Revise and Resubmit. Work may proceed subject to resolution of indicated comments.
3.	Revise and Resubmit. Work may not proceed.

4. Review not required. Work may proceed.

Although work may proceed on receipt of a drawing coded 2, SUBCONTRACTOR must resolve the comments indicated, resubmit and obtain a Code 1 before release for shipment or completion of the affected work.

B. Samples.

Where samples are required by CONTRACTOR, they shall be submitted by and at the expense of SUBCONTRACTOR not less than fourteen (14) calendar days prior to the time such materials are needed for incorporation into the Work. The materials represented by such samples shall not be manufactured, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

Each sample shall bear a label showing SUBCONTRACTOR'S name, Project name, subcontract number, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number, all as applicable.

Samples that have been reviewed may, at CONTRACTOR'S option, be returned to SUBCONTRACTOR for incorporation into the Work.

C. Certificates and Data.

Where certificates are required, four (4) copies of each certificate shall be submitted by and at the expense of SUBCONTRACTOR fourteen (14) calendar days prior to the time the materials requiring certification are needed for incorporation into the Work. The materials represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

Certificates shall identify the certified material and include, but not be limited to, the following information: SUBCONTRACTOR'S name, Project name, subcontract number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number, all as applicable.

All other data shall be submitted as required by the Subcontract Documents.

D. As-Built Drawings and Specifications.

1. Progress As-Builts. During construction, SUBCONTRACTOR shall keep a current marked-up controlled set of as-built drawings and specifications on the Jobsite as an accurate record of all deviations between work as shown and work as installed. These drawings and specifications shall be available to CONTRACTOR and EMPLOYER for inspection at any time during regular business hours.

2. Final As-Builts. In addition to as-built drawings and specifications that may be required for construction turnover, SUBCONTRACTOR shall, prior to Final Acceptance and at its expense, furnish to CONTRACTOR a complete set of signed marked-up as-built reproducible drawings and specifications with AS-BUILT clearly printed on each sheet and on the specification cover. CONTRACTOR, without charge, will furnish SUBCONTRACTOR with reproducible drawings and specifications for mark-up by SUBCONTRACTOR. SUBCONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts to final as-built drawings and all annotations from progress as-builts to final as-built specifications.

3. Endorsement. SUBCONTRACTOR shall sign each final as-built drawing and the cover of the as-built specifications and shall note thereon that the recording of deviations and

annotations is complete and accurate.

E. Operation and Maintenance Manuals.

Prior to, and as a pre-condition of, Final Acceptance, SUBCONTRACTOR shall prepare, and submit to CONTRACTOR, operation and maintenance manuals for the parts of the Work specified by CONTRACTOR in sufficient detail for the EMPLOYER to operate, maintain, dismantle, reassemble, adjust and repair the Work.

SC-5 COMMENCEMENT, PROGRESS AND COMPLETION OF THE SERVICES

4.1 SUBCONTRACTOR shall carry out the Work with due diligence and without delay, furnish sufficient personnel, equipment, and facilities and work such hours required to ensure completion of the Milestones by Milestone Dates or at such other time or in such order as directed in writing by CONTRACTOR.

4.2 SUBCONTRACTOR shall, from time to time, be required to provide to CONTRACTOR for approval an original and/or subsequently updated programme showing all activities and sequence of operations needed for the orderly performance and completion of the Work in accordance with the Milestone Dates or at such other time or in such order as directed by CONTRACTOR. SUBCONTRACTOR shall comply with the order of performance of the Work and the Milestones, or such other times and/or order of performance as directed in writing by CONTRACTOR.

4.3 Noncompliance with the order of performance of the Work and the Milestones and/or with CONTRACTOR's written directions in respect of the timing and/or order of priority of Milestones shall be grounds for termination for SUBCONTRACTOR default pursuant to GC-27.

SC-6 SUBCONTRACT SCHEDULE

SUBCONTRACTOR shall, within fourteen (14) calendar days of subcontract award and before the first progress payment is made, submit to CONTRACTOR for its written approval a detailed Subcontract Schedule in the format directed by CONTRACTOR, meeting the dates established in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK". The Subcontract Schedule shall show all essential construction activities and sequence of operations needed for the orderly performance and completion of the Work and any separable parts thereof.

The Subcontract Schedule shall be complete in all respects and shall summarize equipment procurement and installation requirements and include a personnel forecast by craft by activity. In addition SUBCONTRACTOR shall submit a complementary narrative description of SUBCONTRACTOR'S plan for performing the Work to meet the Subcontract Schedule.

SUBCONTRACTOR shall promptly inform CONTRACTOR of any proposed change in the schedule and shall furnish CONTRACTOR with a revised schedule within ten (10) calendar days after approval by CONTRACTOR of such change. The schedule shall be kept up to date, taking into account the actual work progress and shall be revised, if requested by CONTRACTOR, every thirty (30) calendar days. The revised schedule shall, as determined by CONTRACTOR, be sufficient to meet the requirements for completion of the Work as set forth in this subcontract.

Throughout performance of the Work, SUBCONTRACTOR shall participate in progress and coordination meetings as required by CONTRACTOR and shall submit, whenever required by CONTRACTOR, details of the arrangements and methods which SUBCONTRACTOR proposes to adopt for the execution of the Work and shall submit periodic progress reports to CONTRACTOR on the actual progress, to include the following:

1. Monthly A copy of the Subcontract Schedule showing actual progress to date for the major parts of the Work, as compared to planned progress;