BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

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

FORM OF AGREEMENT

Subcontractor:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo	Subcontract No.:	25939-ST1-SA-SOSC-00040
Address:	Kalabria, Biloku C1, oB.2 Nr. 23 Pristina Kosovo	Work Location:	Route 6 Project
Contact:	Ibrahim Keyik	Issuing Office:	BEGP Ferizaj Office
Telephone:	+90 535 404 7843		

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 uslauge located in Pokomoga 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. 063 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)

Authorized Signature:

Print Name: Riyadh Alkhazraji

Print Title: Project Manager

Bechtel Enka General Partnership (CONTRACTOR)

Authorized Signature:

Print Name: Ozger Inal

Print Title: Deputy Project Manager

Suma Engineering Platform d. o. o. za Uslauge – Branch in Kosovo (SUBCONTRACTOR)

Authorized Signature:

Print Name: Ibrahim Keyik

Print Title:

Suma Engineering Platform d. o. o. za Uslauge (SUBCONTRACTOR'S Parent Company)

Authorized Signature:

Print Name: Antonio Tomic

Print Title:

BECHTEL ENKA GENERAL PARTNERSHIP

ROUTE 6 PRISHTINE - HANI I ELEZIT MOTORWAY PROJECT

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

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

CONTRACTOR, any information related to the Project or obtained from or through CONTRACTOR, EMPLOYER or Employer's Representative in connection with the performance of this Subcontract.

39.2 SUBCONTRACTOR further agrees that it will not, without the prior written consent of CONTRACTOR, disclose to any third party any information developed or obtained by SUBCONTRACTOR in the performance of this Subcontract.

39.3 If so requested by CONTRACTOR, EMPLOYER or Employer's Representative, or their designated representatives, SUBCONTRACTOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any Work under this Subcontract.

GC-40 SUSPENSION

40.1 CONTRACTOR may by written notice to SUBCONTRACTOR suspend at any time the performance of all or any portion of the Work to be performed under the Subcontract. Upon receipt of such notice, SUBCONTRACTOR shall, unless the notice requires otherwise:

(1) Immediately discontinue Work on the date and to the extent specified in the notice;

(2) Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;

(3) Promptly make every reasonable effort to obtain suspension upon terms satisfactory to CONTRACTOR of all orders, subcontracts and rental agreements to the extent they relate to performance of suspended work;

(4) Continue to protect, store, secure and maintain the Work including those portions on which Work has been suspended against any deterioration, loss or damage;

(5) Take any other reasonable steps to minimize costs associated with such suspension and;

(6) Provide CONTRACTOR with estimates of potential suspension costs.

40.2 During the term of any suspension, no less often than every two weeks, 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 reasonable requested by CONTRACTOR in relation to such costs.

40.3 Upon receipt of notice to resume suspended work, SUBCONTRACTOR shall immediately resume performance under this Subcontract to the extent required in the notice.

40.4 If SUBCONTRACTOR intends to assert a request for equitable adjustment under this clause it must, pursuant to the General Condition titled "CHANGES" and within ten (10) calendar days after receipt of notice to resume work, submit the required written notification and within twenty (20) calendar days thereafter its written proposal setting forth the impact of such suspension. If SUBCONTRACTOR fails to notify CONTRACTOR within ten (10) calendar days after receipt of notice to resume work, SUBCONTRACTOR shall not be entitled to an equitable adjustment. In no event shall SUBCONTRACTOR be entitled to an equitable adjustment where the suspension is directed as a result of an act or omission by SUBCONTRACTOR.

GC-41 TERMINATION FOR DEFAULT

41.1 Notwithstanding any other provisions of this Subcontract, SUBCONTRACTOR shall be considered in default of its contractual obligations under this Subcontract if it:

(1) Performs work which fails to conform to the requirements of this Subcontract;

(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. 063

EXHIBIT "A" – GENERAL CONDITIONS

APPENDIX A-1
CONTRACTOR'S CONSTRUCTION ENVIRONMENTAL CONTROL PLAN

PRISHTINE TO HANI I ELEZIT
KOSOVO MOTORWAY PROJECT

BECHTEL ENKA GENERAL PARTNERSHIP (BEGP)

Project Procedure

CONSTRUCTION ENVIRONMENTAL CONTROL PLAN (CECP)

Document Number: 25939-000-HS-096-0002_03

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REVISION TRACKING PAGE

Revision Number	Revised Page	Revision Date	Description of Revision	Prepared by
00	Implementation	17/10/2014	Prepared and Published	S.Melekoglu
01	10,12,13,14,15,18,19,35,36,37,40,41 ,42,43,44,45,46,47,48,49,50,51	16/04/2015	Update following BESH Assessment	S.Melekoglu& C.Scott
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03	Appendix D and E	21/03/2016	6 monthly review and update to add ES&H Goals 2016	C.Scott

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Table of Abbreviations

BEGP	Bechtel Enka General Partners
BLIO	Budget Line Item Owner
CECP	Construction Environment Control Plan
CR	Community Relations
CTB	Cement Treated Base
DPM	Deputy Project Manager
EIA	Environmental Impact Assessment
EMP	Environmental Management Plan
JHA	Job Hazard Analysis
MoESP	Ministry of Environment & Spatial Planning
MoI	Ministry of Infrastructure
MSDS	Material Safety Data Sheet
PEL	Project Environmental Lead
PM	Project Manager
SD	Sustainability Development
SS	Site Superintendents
STARRT	Safety Task Analysis Risk Reduction Talk
ZAT	Zero Accident Team

1 Introduction

The Project CECP will be reviewed and updated following any change in works which may impact the environmental requirements, a review will also be undertaken following any updates to local environmental legislation, as a result of a major (category 1&2) incident or at a minimum every six months. The CECP will be submitted to the Project Manager for review and acceptance prior to implementation.

The Prishtine–Hani I Elezit Motorway Project Route 6 Construction Environmental Control Plan (CECP) describes the environmental management program for project construction activities. This document serves as an outline of the Projects environmental management program for both Bechtel-Enka direct hire staff and subcontractors.

The CECP will include information necessary to implement a comprehensive program for managing environmental compliance during construction.

This document is developed to include the requirements established in the Environmental Impact Assessment (EIA) reports which has been prepared by Egis Eau in accordance with the environmental regulations in place in Kosovo, which has been approved by the client.

The objectives of the CECP are to:

- Define the requirements for compliance with national and local regulations, permit / consent conditions, client / contract requirements, and all other applicable environmental documents including the project Environmental Impact Assessments (EIA).
- Clearly define the responsibilities and actions required by all parties (Client, BEGP and subcontractors) during project execution to maintain compliance with the environmental requirements.
- Provide the necessary procedures for communication, documentation, and review of environmental compliance activities.

This CECP is applicable to all project construction activities.

1.1 Project & Site Description

The contractual start of the motorway in Corridor 6 is at the crossroads at Lipjan (the crossroad of the highways M2 & M25) whilst the end will be at the Macedonian border adjacent to the existing freight terminal. The total length of the project is just less than 60 km.

From Lipjan to Kacanik (approx. 45 km) through plains and low hills, where the main constraints are likened to urban development, utilities and local drainage. South of Kacanik to the Macedonian border (13km) where the project passes through a narrow valley and mountainous terrain with geotechnical and topographical constraints being the main design issues.

The work activities include:

- Construction of a 58 km carriageway between Prishtine and Hani I Elezit,
- Construction of intersections, agricultural and pedestrian underpasses and roadside facilities,
- Construction of numerous new bridges,
- Construction of technical platforms for the maintenance of the road,

- Opening operation of quarries, borrow pits and waste disposal sites during construction.
- Construction of temporary facilities such as camps, maintenance workshops, concrete plants, asphalt and CTB plants etc. that will be rehabilitated after the completion of the project.

2 Responsibilities

2.1 Client

The Kosovo Ministry of Infrastructure (MoI) responsibilities are detailed in the Prime Contract. Specific environmental responsibilities include:

- Appoint a competent third-party to develop the Supplementary Project Environmental Impact Assessments and Environmental Management Plans and submit them to the Ministry of Environment and Spatial Planning of Kosovo (MoESP) for approval and issuance of the project Environmental Permit.
- Issuance of the Construction Permit.
- Provide the site waste areas, quarry areas and borrow pits on government land free of any utilities and encumbrances.
- Treat, remove or dispose of hazardous waste or substances discovered at the project site responsibly.
- Determine the requirements for rehabilitation of the affected landscape and agree the scope with the responsible Ministries and Environmental Agencies.

2.2 Bechtel Enka General Partnership

Bechtel Enka General Partnership (BEGP)'s environmental responsibilities are detailed in section 4.18 of the Prime Contract as follows:

Take all reasonable steps to protect the environment (both on and off site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of [his] operations; and ensure that emissions, surface discharges and effluent from the site and arising from the Contractor's activities shall not exceed the values stated in the Environmental Permit, the specification or otherwise prescribed by Kosovar Law.

2.3 Project Manager and Deputy Project Manager

The Project Manager (PM) and Deputy Project Manager (DPM) are Project representatives responsible to the Client and Bechtel & Enka management for the execution of the BEGP's contractual responsibilities. Specific environmental responsibilities include:

- Enforce and promote the BEGP's commitment to continuous improvement with regard to ES&H management.
- Promote open communication, cooperation, and trust between the Project, and its employees, contractors, and customers with regard to optimizing Environmental, Safety & Health (ES&H) management.
- Communicate to the Project team that the emphasis on cost and schedule will not override the importance of ES&H requirements.
- Ensure the effective implementation of the Project ES&H Policy Statement and the ES&H Plan.
- Ensure that the Project ES&H Policy Statement and Plan are reviewed on an annual basis and to chair ES&H Management Review meetings.

- Provide clear & direct leadership and support for the project Environmental, Safety, and Health (ES&H) team.
- Allocate appropriate resources to ensure the successful implementation and maintenance of the Project ES&H commitments and requirements.
- Establish clear responsibility and accountability for the implementation of the ES&H Plan.
- Communicate with the Client regarding the status of ES&H compliance issues.
- Promote support and participation in the project "Zero Incident" philosophy to pursue and maintain a safe environment.
- Actively participate in ES&H workshops and reviews, as necessary.

2.4 Project Environmental Lead

The Project Environmental Lead (PEL) reports to the ES&H Manager and is the BEGP representative with specific responsibility for environmental coordination within the Project. The PEL will provide technical support services to the Project Management, the Construction and Engineering teams as well as field staff so that the project proceeds in accordance with environmental commitments and requirements.

The PEL will routinely communicate issues of environmental compliance to Project Management. Other ES&H duties of the PEL include:

- Ensure that the BEGP Project Management and other project personnel are informed of the potential environmental impacts of planned activities and the mitigation measures / actions necessary to maintain compliance with project permits and legislative requirements.
- Manage the project site environmental program on a day-to-day basis.
- Review the project construction plan to advise and determine that proper and required environmental controls are incorporated.
- Directly notify the PM & DPM of any circumstances that warrant regulatory notification or management action to ensure effective environmental compliance.
- Help ensure that all field construction activities are planned and conducted in accordance with applicable environmental regulations and site-specific requirements.
- Participate in periodic meetings with regulatory agencies to review environmental requirements and compliance.
- Conduct regular field inspections and audits of construction activities for compliance with existing permits and approvals and all applicable environmental regulations.
- Coordinate site inspections by regulatory agencies and agency interface during any problem resolution.
- Prepare an environmental compliance summary for Management Review for distribution and review by the Project Management and the construction team.
- Prepare Non-conformance and Corrective Action Reports following Walk Downs or CP Self Assessments on environmental issues.
- Evaluate trends in environmental compliance and communicate to the Project.
- Conduct Environmental Awareness Training for construction personnel and prepare training materials and guideline sheets.
- Participate in the development and maintenance of Project ES&H plans and procedures.
- In consultation with the Contracts department, ensure that appropriate environmental conditions and requirements are included in all tender packages.
- Review field inspections and construction activities for compliance with the existing permits and approvals, and other applicable environmental regulations.
- Use "stop-work" authority with regards to construction activities that could have, or are causing, adverse impacts to the environment.

- Distribute appropriate environmental information to direct-hire personnel and subcontractors, and monitor their compliance.

2.5 Sustainability Development and Community Relations

Sustainability Development and Community Relations (SD & CR) work with ES&H to detail the environmental management plan, which relates to the Projects Sustainability Principles and the Sustainability Management Plan.

- SD & CR work with ES&H to obtain the necessary environmental permits.
- Participate in periodic meetings with regulatory agencies to review environmental requirements and compliance.
- Attend field inspections and audits of construction activities regarding the ES&H and Sustainability Management Plan (SMP) for compliance with existing permits, approvals and all applicable environmental requirements.
- As required, participate in the development and maintenance of Project ES&H plans and procedures.
- Maintain a record of field inspections of construction activities for compliance with the existing permits, approvals, and other applicable environmental regulations.

2.6 Discipline Managers / Budget Line Item Owners

Budget Line Item Owners (BLIOs) are responsible for specific construction activities. Each of these managers will have responsibility for ES&H compliance and subcontract coordination within their assigned area of operation. The Environmental duties of BLIOs include:

- Implement and enforce ES&H commitments and mitigation within their area of responsibility.
- Work with the PEL to identify site specific mitigation needs and construction sequencing to reduce adverse environmental impacts and help ensure environmental compliance and continuous improvement.
- Effectively manage corrective actions where ES&H non-compliances are observed.
- Review of subcontractor performance and activities, and implement actions if non-compliance with permits or contract documents is observed.
- Communicate timely ES&H compliance issues to Project Management, the Construction team and the ES&H Manager.
- Explore the use of secondary and recycled materials where allowable in specifications and where they can meet appropriate performance criteria.
- Ensure appropriate waste management facilities are available on-site.
- Ensure appropriate handling and storage facilities exist on site prior to the delivery of materials such as fuel, oil, solvents and potential hazardous materials required for construction purposes.
- Track and help identify any hazardous waste issues on the work site. Help ensure that all hazardous materials present on the site have been recorded in a Material Safety Data Sheet (MSDS) and that employees are aware of the hazards present in the workplace and have access to the MSDS.

2.7 Site Superintendents

Site Superintendents (SS) work under the direction of the Discipline Managers. They will oversee direct-hire labor and subcontractor work execution. SS provide direct technical oversight of work performed and compliance with specifications and other contract documents, including environmental requirements.

SS duties include:

- Working with the PEL and the ES&H Department to identify site-specific mitigation needs and construction environmental issues to limit impacts and help ensure environmental compliance.
- Ensuring that environmental controls and materials on site are properly installed and maintained.
- Reporting to management any environmental compliance issues.
- Overseeing work performed by direct-hire personnel and subcontractors.
- Preparation of daily reports and giving direction to subcontractors regarding their activities and performance, including environmental compliance.
- Preparation of Non-Conformance Reports for subcontractors & sources when situations of environmental non-compliance occur (copied to the PEL).
- Facilitating site access to the PEL & ES&H Department.
- Tracking and helping to identify any hazardous waste issues on the work site.

2.8 Subcontractors

General ES&H responsibilities are detailed in Subcontractor contract documents. Subcontractors shall implement appropriate measures to eliminate, reduce or control relevant environmental risks as defined in this procedure. This document will be issued to all Subcontractors at the bid stage. If Subcontractors do not develop their own CECP, they will implement this document and comply with its requirements.

3 Environmental Management

The following measures will be used to assist in meeting the overall environmental management objectives for the project.

3.1 Environmental Program

The section below explains the various aspects which contribute to BEGP's environmental program;

3.2 Aspects and Impacts

The Project environmental aspects and associated impacts have been identified and listed in the Environmental Aspects and Impacts Register along with an assessment of the significance of each aspect. The environmental aspects and impacts register has been compiled by the Environmental Lead in conjunction with each construction department. The register is maintained by the Project Environment Lead and will be reviewed / updated every six months or as a result to changes to the project or environment.

Environmental aspects have been identified through discussions with construction department BLIOs regarding planned work activities, discussion of Method Statements produced for the works and historic knowledge from the previous Route 7 Project.

The significance of the aspects has been determined by assessing the consequence severity and likelihood of each individual aspect. The aspects were ranked using a high, medium, low rating. The assessment then considered the necessary mitigation required reducing the overall impact from the activity and the significance assessed again following mitigation. Significant aspects and impacts are any activity which is given a significance rating score of moderate to high (colour amber or red). The key environmental risk areas are noise nuisance, air quality, waste, water quality, ecology and visual nuisance.

The Environmental Impacts and Aspects Register can be found in Appendix B.

3.2 1 Legal Register

The Project Legal Register has been included to ensure that any legislative constraints have been considered for each aspect area. This register is updated as legislation changes and is reviewed each six months by the Project Environment Lead. This register has been put together using the Republic of Kosovo Assembly website http://www.kuvendikosoves.org and the Republic of Kosovo Ministry of Internal Affairs website http://www.mpb-ks.org/?page=2,41&ddate=2014

3.3 Environmental Awareness Training

Environmental training for BEGP personnel will be undertaken in accordance with the project ES&H CP-102 Orientation Training and Development procedure with Ref: 25939-000-HS-083-003_00 and ES&H Training Plan with Ref: 25939-000-HS-096-0008_01

BEGP direct hire staff and subcontractors will be required to attend BEGP ES&H training programs designated by the ES&H team or training matrix to ensure a consistent level of environmental knowledge for individuals working on specific tasks and to cover various environmental risks.

3.4 ES&H Compliance Meetings

ES&H compliance meetings will be held weekly. The PEL will elevate any important environmental issues from the previous week to the ES&H Manager to ensure effective communication of information and lessons learned during the meeting. Ad-hoc meetings may be necessary depending on the nature of the ES&H issue and these meetings will be arranged by the ES&H team members and will include members of other BEGP departments where appropriate.

Weekly ES&H walkdown meetings are held where items identified during weekly walkdowns are discussed by Senior Management, various construction departments and ES&H Management.

Monthly project Zero Accident Team (ZAT) meetings are held with representation form all Project Departments. Environmental trends, risks, performance and initiatives are discussed in a forum style with all participants.

3.5 Environmental Compliance Inspections and Documentation

3.5.1 Inspections and Audits

Environmental audits and inspections shall be undertaken by BEGP personnel in accordance with the Project CP-111 ES&H Assessment Process with Ref: 25939-000-HS-083-0011_00. Environmental audits and inspections will be completed on project work areas and subcontractors according to a schedule established by the ES&H team subject to approval by Project Management.

Subcontractors will be expected to participate in project audits and inspections, as required by Project and their contract requirements.

Environmental inspections and audits shall include the following:

- Daily Site Inspections

- ES&H Management Walk-down
- CP Self-Assessments
- Internal and External Audits

Daily site inspections are conducted daily by ES&H Site Supervisors. Daily site inspections are an informal site inspection. Site observations are addressed during the inspection and the relevant department informed of any corrective action which may be required, Site Supervisors monitor items raised and close out as an ongoing process during their daily site inspections.

A walk-down rota is produced by the deputy ES&H Manager and disseminated weekly amongst all departments including ES&H. A minimum of one walk-down is conducted each project working day with a total of eight walk-downs conducted per week. The ES&H representatives liaise with the Department Managers to arrange a suitable time to conduct the walk-down and all walk-downs are open for attendance by members of the Safety Leadership Team. A report is produced which contains all the findings observed during the walk-down. Findings are grouped into four categories, Critical, Elevated and Normal, Good Practice is also identified and recorded. Each item has a close out time frame allocated. The report is distributed to the relevant Department, PM and DPM. Departments submit proof of close out to the ES&H department. Items from the report are tracked by ES&H and a weekly close out meeting is held by ES&H with the PM, DPM and Department Managers.

A monthly core process self-assessments schedule has been produced by the Deputy ES&H Manager, core process assessments are chosen based on the current project risks. Each core processes self-assessment is allocated to the ES&H representative who jointly completes the assessment with the Department Managers / Supervisors. Non conformities identified are collated on a Process Improvement Form where each item is given a status; Critical, Elevated, Normal and Good Practice. Each item has a close out time frame allocated. The report is distributed to the relevant Department, PM and DPM. Departments submit proof of close out to the ES&H department.

External audits refers to the Project BESH Assessment which is conducted at 6 monthly intervals by Bechtel and Enka Corporate and Functional representatives. Non conformities identified during BESH external audits are grouped into four categories, Critical, Elevated, Normal and Good Practice. All audit reports are distributed to the relevant Department, PM and DPM. Each nonconformance item is allocated to the appropriate Department and given an item owner. Each item has a close out time frame allocated. Departments submit proof of close out to the ES&H department. Items from the report are tracked and discussed during the weekly walk-down close out meeting held by ES&H with the PM, DPM and Department Managers. Close out of items is reported to Bechtel Functions during the weekly report and Monthly Safety Performance Report.

3.5.2 Reporting and Documentation

Copies of all BEGP inspections with identified corrective actions will be maintained in accordance with the project document control procedures. Where appropriate, reports will be provided to relevant project personnel including the project management, the construction team and subcontractors. In the case of external audits such as the Project BESH Assessment close out of items will be reported to Bechtel Functions during the weekly report and Monthly Safety Performance Report.

3.5.3 Environmental Communications

Project internal environmental communications take place as detailed below;

Environmental Awareness training is conducted as part of the induction process. All project employees whether direct hire or subcontractor will attend a project new hire induction which includes the Project environmental requirements before commencing work on site. Additional environmental trainings such as Supervisor trainings are conducted as per the ES&H Training Matrix. Spill Prevention and Spill Response Training will be undertaken by all departments and is delivered by the PEL or Environmental Site Supervisor on a risk basis.

Job Hazard Analysis (JHA) briefings are held prior to work commencing and are job and location specific, a JHA briefing will take place with all personnel undertaking works and will highlight all associated environmental risks and mitigation measures to be implemented. Safety Task Analysis Risk Reduction (STARRT) briefings are held at the beginning of each shift with all personnel involved in the days works. During the briefing the site Foreman / Supervisor will identify ES&H risks and controls to be adopted during the shift.

ES&H Weekly Safety Talks are prepared by the ES&H department based on construction risk, project trends or current ES&H site issues. Weekly Safety Talks will include an environmental topic at a minimum once per month or as and when required. Weekly Safety Talks are conducted both onsite and by office personnel every Tuesday morning at 07:00am. Participants must sign an attendance register to confirm their attendance. Weekly Safety Talks are displayed on site and office notice boards.

Each month environmental trends, site issues, lessons learned, improvement opportunities and initiatives are communicated during the monthly Project ZAT meeting presentation. Representatives from all departments, including direct hire and subcontractor attended the meeting to take part in ES&H discussions during the meeting.

Environmental incidents in graph form are communicated in the weekly and monthly ES&H Dashboard, which is sent to Project Management.

An ES&H Management Review will be undertaken annually commencing one year from project inception. The Project Manager and Construction BLIOs will be in attendance of the review.

Project annual Goals & Objectives, see appendix D are discussed at a management level and quarterly progress monitored and displayed Project wide. Goals and Objectives are communicated to the project though visual posters which are displayed throughout the Project on information boards.

External communications;

Communications with local regulatory bodies will occur jointly by both the Project Sustainable Development & Community Relations (SD & CR) Team and ES&H Manager. External communications involving the press or local media will be carried out by the Project Public Relations (PR) representative.

4 Environmental Requirements

The following sections discuss a number of management techniques to control environmental impacts associated with the construction of the BEGP Project. These sections should be read in conjunction with the project Environmental Safety and Health Plan document no:
25939-000-HS-096-0001_02

4.1 Noise and Vibration Control

Noise and vibration from construction activities are often unavoidable but can generally be minimized. The following sections detail methods that will be used to reduce the impacts of noise from Prishtine – Hani I Elezit Motorway construction works.

Due to the linear nature of the project site, impact on sensitive receptors due to vibration is considered to be of low impact along the majority of the alignment.

However in such instances such as blasting during quarry operations; sufficient notice will be given to local residents informing them of the blast date and time, where practical. When blasting is to take place blasting times will be restricted during the early hours and during the evening to minimize the nuisance.

4.1.1 Noise Requirements

Noise requirements are poorly defined in Kosovo legislation. Noise mitigation values will therefore be managed through the applied use of risk assessment, site inspection and assessment with control measures implemented where necessary.

4.1.2 Noise Monitoring

Noise monitoring programs shall be employed by BEGP and subcontractors when it is deemed necessary by risk assessment. On a case by case basis, noise monitoring shall be undertaken to determine necessary mitigation measures. The ES&H team shall be responsible for carrying out noise monitoring.

BEGP is not required by the prime contract to carry out any background noise monitoring. Compliance monitoring shall be undertaken in accordance with this CECP or where deemed necessary by risk assessment.

Should noise levels onsite be found to be excessive, mitigation options shall be reviewed and where appropriate implemented.

4.1.3 Noise Mitigation

Specific noise mitigation measures are listed below and shall be implemented by BEGP personnel and subcontractors where the potential for noise nuisance has been established.

- Ensure that all plant and equipment is maintained as per the Equipment Departments plan preventative maintenance log. Ensure that engine guards are fitted. Ensure that engine guards are closed at all times.
- Plant and activities with a high noise profile shall be located away from sensitive receptors.
- Generators should have acoustic covers which should be closed during operation.
- Wherever possible, arrange deliveries to take place during times which are less sensitive.
- Keep haul roads well maintained to reduce traffic noise.
- Minimize the drop heights into hoppers, trucks and other plant where applicable.

4.2 Air Quality Management

The key impacts to air quality from construction activities are fugitive dust, emissions from vehicles / plant and odors. Mitigation measures are listed in the sections below and shall be implemented by BEGP where appropriate.

4.2.1 Air Quality Requirements

Under Kosovo Legislation it is the 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 hence they are obliged to, monitor emissions, minimize polluting emissions and unpleasant smells and to not exceed limited values of emissions, (however the Government is unable to provide clear guidance for the emission limit values).

Kosovo legislation is generic aboul national regulations related to air and therefore lacks specific national air quality limits. No monitoring of background air pollutant concentrations is undertaken within Kosovo. Therefore no background monitoring of ambient air quality was included in the project Environmental Impact Assessment, although Egis Eau understands that there are a small number of recently commissioned automatic monitoring stations located within the city of Pristina. At the time of undertaking the baseline reporting no data was available from these sites.

Ongoing visual assessments of air quality associated with fugitive dust emissions will be undertaken and areas for improvement actioned where necessary see below for dust mitigation measures which will be implemented by BEGP where practical.

4.2.2 Fugitive Dust Mitigation

Dust may be generated from a number of construction activities such as use of haul roads, excavation of dry, friable, materials, handling and storing bulk materials, quarry and crushing operations, asphalt and CTB production, concrete batching and fill material stock pile storage. The following mitigation measures shall be implemented where appropriate:

- Locate haul routes away from sensitive areas where possible.
- Use wet sweeping methods on site entrances and exits with appropriate hard surfaces, consider any additional areas that may adverse by affect members of the public.
- Ensure that dust generating materials such as CTB are transported to and from site are covered by tarpaulins.
- Sprinkle the surface of the aggregate stockpiles with water without adversely affecting their moisture contents if inspection shows them to be a cause of significant dust production.
- Carry out regular (during daily site inspections /ES&H walk-downs) visual inspections of dust generating activities to identify potential additional mitigation measures.
- Carry out six monthly recorded site inspections at minimum, to monitor dust levels and record the results of the inspections in the Environmental Monitoring Plan.
- Prohibit the burning of materials project wide.
- Maintain all dust control equipment and record maintenance and servicing activities.
- Provide easily cleaned hard-standing for vehicles where practical such as the equipment yard.
- Ensure regular cleaning of hard-standings using wet sweeping methods, restrict dry sweeping.
- Provide and ensure the use of wheel wash facilities near the site exit wherever there is a potential for carrying dust or mud out of working areas onto the highway.
- Ensure there is an adequate area of hard surfaced road between wheel wash facilities and the working area/exit.

- During Spring and Summer months haul roads are regularly damped down with mobile water trucks.
- Impose and enforce a maximum speed limit on un-surfaced haul roads.
- Ensure bulk cement and other fine powder materials are delivered in enclosed tankers and stored in silos with suitable emission control systems to prevent escape of material and overfilling during delivery.
- Mix large quantities of cement and other similar materials in designated areas which shall be enclosed or shielded.
- Store materials with the potential to produce dust away from site boundaries.
- Sand and other aggregates shall be stored in bunded areas and not left to dry out.
- Avoid double handling of materials (wherever reasonably practicable).
- Use enclosed rubble chutes and conveyors on crushing or grinding equipment or use water to suppress dust emissions such as at quarries, asphalt and CTB plants.
- Minimize drop heights from conveyors, loading shovels, hoppers and other loading or handling equipment and use fine water sprays on the equipment.
- Seal or re-vegetate completed earthworks immediately after completion, depending on landowner requirements and or design.
- Use cutting/grinding/sawing equipment fitted, or in conjunction with, suitable dust suppression techniques such as water sprays or local extraction.

4.2.3 Vehicular and Plant Emission Mitigation

Vehicles and plant emit gases and fine dust particles. The following mitigation measures shall be implemented by BEGP where appropriate:

- Ensure that all equipment and plant are serviced and maintained in accordance with manufacturers' instructions.
- Maintain a planned preventative vehicle maintenance register for all vehicles and equipment including a programme of routine servicing, dates and details of servicing completed and records for any work undertaken.
- Ensure that all pollution control devices and exhaust pipes are working correctly.
- Do not leave the engines of vehicles and equipment running unnecessarily.
- Carry out visual inspections of vehicles to ensure adequate emission levels are maintained. Where vehicles are observed to have vehicle emissions more than standard operational works the vehicle will be removed from service and additional maintenance applied and records maintained.
- Avoid the use of diesel or petrol powered generators when the use of mains electricity or battery powered equipment is available; such as grinders saws and other hand tools.
- Maintain a log of the project fuel use of vehicles, plant and equipment.
- Consider the use of alternative fuel technologies where appropriate; such as LPG at the Asphalt Plant and mains connected electricity at the Ferizaj Camp and Equipment Workshop.

4.2.4 Odor Control

No significant production of odorous materials is expected during the construction of the motorway. In the event that any odorous materials are excavated, mitigation measures will be implemented where practicable.

The following measures will be taken onsite:

- Burning of tires, waste oil, solvents or any kind of waste will not be permitted on site.

- Fixed and portable toilets and welfare facilities will be located away from public areas where practicable and cleaned daily.
- All solid sewage waste from the camps will be treated by dedicated fit-for-purpose waste treatment plant and the discharge tested monthly.
- Domestic waste will be regularly collected and disposed of in approved municipal facilities.

4.3 Water Quality Management

The Prishtine - Hani I Elezit Motorway alignment is characterized by its proximity to a number of rivers and streams. It is therefore essential that appropriate controls are employed to prevent pollution of the local watercourses. Kosovo Law on the protection or rivers and streams is outlined in Appendix C Legal Requirements Register.

4.3.1 Discharge Requirements

Wastewater includes discharges from camp waste water treatment plants, construction water surplus and surface run-off from works areas and temporary facilities. Discharges shall be managed to ensure compliance with Kosovo waste water standards.

The PEL shall ensure that discharge requirements for specific activities are communicated to the construction team prior to the commencement of activities. Compliance monitoring against Statutory and Project Permits will be undertaken at regular intervals.

4.3.2 Extraction Requirements

BEGP will extract groundwater from underground water wells. Areas where water extraction is required will be determined by project field engineering and communicated to the PEL. Permits will be sought from the appropriate municipal authority before extraction commences. Laws on Mines and Minerals in Kosovo also identifies water as a "mineral" that has a potential commercial value, See Legal Requirements Register Appendix C.

4.3.3 Water Quality Control

The following mitigation measures shall be implemented by BEGP where appropriate:

- Ensure water treatment plants are well maintained, regularly inspected and operated in accordance with the manufacturer's instructions.
- Use settlement tank or pits to control suspended sediment prior to discharge.
- Use filtration systems such as fine single sized aggregate, geotextiles or straw bales to reduce sediment load in surface run off.
- Provide spill kits at appropriate locations around the project site and ensure workers are trained in their use.
- Monitor the site drainage points as per the CECP monitoring plan in appendix E.
- Maintain and protect watercourses within the site by installing silt fences where deemed necessary.
- Any containers of contaminating substances on-site shall be:
  - Leak proof and kept in a secure building or compound from which they cannot leak, spill or be subject to vandalism.

  - Protected by impermeable bunds with a capacity of 110% of the largest container's capacity.
  - Use appropriate storage facilities for potentially polluting liquids.
- Any transfer of contaminating substances should be undertaken in protected areas with bunding available.
- All refueling, oiling and greasing should take place above drip trays or on an impermeable surface which provides protection to underground strata and watercourses, is away from drains and vehicles.
- Equipment should be turned off and not left unattended during refueling.
- All construction equipment or vehicles which are not free of oil/fuel leaks and could cause material contamination will be not be used until repaired by the Equipment department or Subcontractors notified.
- Where practical equipment such as generators and light towers will be internally bunded. Alternatively drip trays will be placed below static mechanical equipment which is not already bunded.
- All washing down of vehicles and equipment is to take place in designated areas and wash water to be prevented from passing untreated into watercourses.

Should a pollution incident occur, refer to the Project Emergency Response Plan document no: 25939-000-HS-096-0006_02

4.3.4 Water Reduction

No water reduction targets have been set however during camp installation where possible push taps for camp water supplies have been used to reduce the likelihood of taps being left on and wasting water.

4.3.5 Erosion and Sedimentation Control

Effective soil erosion and sediment control aims to reduce the contamination of local water bodies through the introduction of sediment.

Possible mitigation measures include:

- Minimize where possible erosion and soil surface disturbance.
- Reduce the introduction of contaminant loads to the water system.
- Minimize the work in sensitive areas, i.e. in river valleys.
- Avoid storage of earth and other materials near water bodies, in order to minimize the risk of siltation of the water bodies.
- Install silt fences to protect local water courses where practical.
- Storm water will be managed during the site preparation and construction phase of the Project by building temporary drainage. Efforts will be made to minimize erosion and control sedimentation.
- Minimize the risk of spills of pollutants to water bodies, by taking appropriate measures for handling of spills i.e. spill kits delivered to site locations, spill response training provided to site personnel.

4.3.6 Surface Soil Stabilization Measures

Due to the topography of natural terrain, soil stabilization techniques may be required. The following mitigation measures shall be implemented by BEGP where appropriate:

- Stabilize exposed slopes with such techniques as the use of geotextiles, hydro seeding, shot crete or other materials designed to reduce erosion as directed by the Designer.
- Native trees and shrubs may be planted in some areas such as waste areas to help minimize any potential erosion.
- Construct the waste areas to an approved design. Waste layers should be compacted to reduce material loss.
- Construct slope angles appropriate to the nature of the waste material and install drainage system to control surface flow and reduce material loss in accordance with the design.
- Ensure the existing slopes onto which waste areas are to be built are cleared of topsoil and organic material prior to construction.
- Re-vegetate and / or landscape disturbed soil as required by the design.
- When constructing the realignment of any river, ensure the channel is constructed with riverbed aggregate, and not with loose, poorly consolidated material which may erode.
- Place containment around soil stockpiles to mitigate off-site movement.

4.3.7 Sedimentation Control Measures

Where necessary, the following measures will be initiated to reduce sediment loss:

- Where practicable, prevent free flowing water across the site to reduce loss of sediment.
- Using temporary slope drains on embankments to intercept surface runoff where concentrated runoff exists. Preferentially, the external drainage system shall be constructed in parallel with earthworks operations.
- Minimize water flow where it has the potential to cause erosion.
- Control of suspended solids during dewatering operations using filtration methods, control flow rates, settling basins, and / or sedimentation tanks.
- Install silt fences, drains, settlement ponds and weirs to control sediment laden flows, where required.
- Prevent untreated waters from directly accessing watercourses.
- Prevent uncontrolled wash out of concrete mixer trucks along the alignment.
- Ongoing maintenance of sediment and erosion controls and prompt cleanup and removal of any off-site movement of soil.

4.4 Storm Water Management

The Prishtine - Hani I Elezit Motorway site is subject to heavy downpours of rain at certain times of the year, as well as spring melt waters.

Control measures are listed below and shall be implemented where appropriate:

- Manage storm-water in maintenance and lay down yards to prevent entrapped storm-water from becoming contaminated.
- Hazardous material storage areas must be sited at levels above ground water tables and in areas where any entrapped water cannot easily be released into water courses or storm drains.
- Damage to haul roads due to heavy rainfall events should be repaired as soon as practicable.
- BEGP shall train employees about potential hazards posed when traversing areas of unconsolidated cut and fill after heavy rainfall events.
- Vehicles should use only dedicated access roads on site.

4.5 Traffic Management

A significant volume of traffic will be generated onsite. Traffic management measures will be implemented as follows:

- Introduce and strictly enforce a project wide speed limit.
- Ensure adequate buses and worker transport is provided to reduce the number of vehicle movements along the alignment.
- Direct site traffic off the public access road and onto project haul roads wherever practicable.
- Maintain access roads and implement dust control measures, such as damping down.
- For traffic impacting the local community near the Ferizaj camp and work site, ES&H will work with the Sustainable Development & Community Relations (SD & CR) Team to develop a community engagement plan regarding traffic safety & education.

4.6 Ecology Management

The Prishtine - Hani I Elezit Motorway site is characterized by a scenic countryside. BEGP policy is to protect the existing environment and, where practicable, enhance the condition of the areas in which we work for the long term benefit of the community. Workers are to avoid fauna wherever possible.

4.6.1 Terrestrial Ecology

The EIA has confirmed, through ecology surveys, that the project area has an abundance and high diversity of species. The alignment does not pass through any protected areas, however care should be taken to protect special areas of interest.

4.6.2 Riverine Ecology

Riverine ecological habitats may be impacted by the close proximity of Prishtine - Hani I Elezit Motorway construction activities. Care must be taken to reduce the impact of construction activities on river wildlife by:

- Ensuring appropriate controls of oil / fuel storage on site.
- Providing spill kits and ensuring workers are trained in their use.
- Immediate actions to contain and remove any spill of oily substance, petroleum products, and hazardous substances.
- Potentially polluting material storage should be located away from watercourses (not less 10m).
- Implement good housekeeping practices to control site waste.
- Controlling access to the alignment to restrict occurrences of illegal logging in project work areas.
- Limit construction activities in the location of rivers as far as is reasonability practicable.
- Ensure that the river environment is returned to its natural state upon completion of the work.

4.6.3 Ecology Management Measures

- Prevent oil or hazardous substances from entering the ground, drainage, or local water bodies.
- Implement good housekeeping practices to control site waste.
- Take immediate actions to contain and remove any spill of oily substance, fuel products, and hazardous substances.

- Zone off and protect any protected / agricultural areas from construction activities wherever possible.

4.7 Waste Management

BEGP have adopted the principles of waste hierarchy:

1) Where possible the Environmental Lead will work with Project Controls and the Design Department to minimize the generation of material (including excavated material/waste).

2) A reuse and recycle material program will be adopted within the Project.

3) A recycling waste contractor has been initiated to reduce project waste sent to landfill.

4) Dispose of all materials at licensed sites.

In addition to adhere to the principles of waste hierarchy BEGP will endeavor to:

- Reuse excavated materials, waste shall only be disposed at landfill sites if all other options have been fully investigated.
- Manage material storage to prevent spoilage, damage and contamination.
- Avoid or reduce packaging where possible, where packaging is necessary investigate re-use options.
- Maintain records of volumes / quantities and types of surplus materials when they arise and identify potential beneficial use options.
- Where possible any contaminated material not suitable for re-use shall be transported to treatment facilities for recycling.
- Maintain the work areas to control windblown litter from the surrounding areas.
- No waste shall be disposed of onsite through burning.

4.8 Hazardous Waste

In efforts to manage hazardous waste discovered / generated on site BEGP shall, where practical implement the following control measures;

- BEGP shall report hazardous materials (including asbestos) discovered on the project to the Employer and will prevent its handling by BEGP or subcontractors.
- Manage hazardous materials generated through the course of the contractors work in accordance with the storage of potentially polluting materials and incident control and response procedures.
- Provide sufficient numbers of skips and containers for all waste. The containers should be appropriate for the waste intended.
- Domestic waste will be stored separately from metal, wood and hazardous waste.
- Contractors shall manage (i.e., handle, store, transport and dispose) hazardous and non-hazardous wastes they generate in order to comply with the BEGP waste management requirements and Kosovo laws and regulations applicable to waste management.
- Maintain Material Safety Data Sheets (MSDS) and make available to all product users.
- Use disposal sites which have appropriate permits and/or licenses.
- Periodically monitor waste vehicles leaving site to check waste is being removed to appropriately licensed disposal sites.

- Ensure that all waste is accompanied with a waste transfer note detailing the type and quantity of waste.
- No waste shall be disposed of onsite through burning.

4.9 Concrete Washout

Concrete is a highly alkaline and corrosive material. The washing out of concrete mixing plant and ready mixed trucks can cause pollution to nature and agricultural land. The following procedure will be followed to prevent such pollution:

- Bunded or impermeably lined containment ponds will be constructed at designated, controlled areas along the alignment, at or near to where concrete work is being performed. All concrete waste and washout activities will take place at these designated controlled areas.
- Workers will not be permitted to either dump waste concrete or wash out ready mix or pump trucks in uncontrolled areas on the work site.
- Consideration of site specific topography and water runoff routes will influence the siting of the concrete containment ponds.
- Concrete wash out areas will be monitored by the ES&H Department on a strict and regular basis.

4.10 Storage of Potentially Polluting Materials

Potentially polluting materials include, but are not limited to, petrol, diesel, oils, chemicals, paints and some cleaning fluids. BEGP will store potentially polluting materials in accordance with the Core Processes requirements CP-202 Hazard Communication Program.

Storage areas and storage tank requirements are as follows;

- Storage areas and tanks must be located on an area with an impermeable base e.g. a concrete base surrounded by concrete curbing (or equivalent bunded area) to form a containment area for any spills and must be elevated off the ground (for fuel tanks only).
- All drums and / or containers shall be labeled with their content.
- All storage facilities shall be labeled with the appropriate hazardous property signs and tank capacity.
- Storage areas must be located away from existing drainage paths as appropriate.
- The size of containment area will be sufficient to contain 110% of the largest container in the area.
- Mobile tanks and bowers will be double-skinned to form integral bund where practicable.
- Spill kits shall be available at all refueling points, vehicle maintenance sites, and other storage locations in case of any spill.
- Drip trays shall be inspected and maintained where used, the equipment department will empty all drip trays as per a weekly schedule or as and when requested.

4.11 Incident Control and Response

ES&H department will regularly monitor and inspect all storage facilities during site visits as part of the incident control and response. The following section details mitigation measures appropriate for the management of any potential spills.

4.11.1 Spill Control

Preparation and prevention are preferred alternatives to limit small and common spills that often occur during oil changes, repairs to hydraulic lines, and the addition of coolants to the machinery.

Absorption mats, pads or geotextile should be placed on the surface under the machinery prior to each repair activity. Maintenance personnel should keep absorbent material in each piece of equipment to perform such activities responsibly.

Each facility and work area should be adequately equipped to satisfy the preparation and prevention objectives established in this plan. The storage tanks in the loading and unloading areas shall be routinely inspected. BEGP shall;

- Fuel tanks shall display the appropriate signage; tank contents, quantity and applicable hazard / warning signs.
- Bund all fuel storage tanks at a minimum of 110% capacity.
- Build an adequate maintenance and refueling facility.
- Work closely with the Equipment Department to ensure refueling crews use drip trays and geotextiles when preforming refueling activities on site.
- Ensure spill kits and / or absorbent materials are available at potential spill sites.
- Establish and maintain a Spill Response Team through regular Spill Prevention and Spill Response Training throughout the duration of the project.
- The appropriate fire precautions will be taken as necessary and Project emergency contact phone numbers shall be displayed in the area.

4.11.2 Incident Response

Environmental incident response is detailed below in Appendix F Spill / Release Emergency Response Plan. The complete ES&H incident response procedure can be found the Project Emergency Response Plan Ref: 25939-000-HS-096-0006_02.

4.12 Unanticipated Discovery

If unknown materials are encountered during a construction activity (e.g., excavation) which may have the potential to be an archaeological or cultural resource, that activity will be stopped. The HSE Manager and an Environmental Lead (PEL) will be notified, confirm the existence of the resource encountered, document the cause of the work stoppage, and notify management and the Client.

The MoI will arrange for an evaluation of the significance of the find and if necessary will contact the appropriate personnel (Minister of Culture, Sport and the Youth) to investigate the situation. Work in that specific area may only resume after specific authorization from the PM, SD&CR and ES&H Manager.

If potentially contaminated material (e.g., unusual odor, coloration) were to be encountered, work shall immediately stop in the vicinity of the contamination and the ES&H Manager and Environmental Lead is to be notified by the Supervisor. Once the Supervisor notifies the ES&H Manager and Project Environmental Lead, that person will notify the PM and the DPM. In the event that the ES&H Manager or Environmental Lead is unavailable, the PM will be notified. The potentially contaminated area will be investigated to determine the nature of the contamination, to assess if worker safety or environmental impacts will occur if excavation continues, and provide recommendations to the Client. The Client will be responsible for characterizing the potentially

contaminated material and for removal of the material, if hazardous to the workers or the environment in accordance with European requirements. Once the area has been cleaned, the Client will notify the PM in writing and the PM will authorize work to recommence. Work in that specific area may only resume after specific authorization from the PM or ES&H Manager.

4.13 Site Restoration and Handover

For the purpose of handing land back over to landowner's cleanup activities will consist of the removal and / or proper disposal of temporary buildings, equipment, tools, and excess material (e.g., construction debris, surplus materials) brought onsite during the construction period. BEGP and its subcontractors will complete the cleanup prior to demobilization from the site and return the site to a condition specified within the land agreements and according to the environmental impact assessment.

A site walk-down of the work area and associated facilities (camps, lay down yards, etc.) will be conducted prior to completion of the Project to ensure the area is sufficiently restored. Disturbed surfaces will be stabilized as required by approved design. Temporary erosion controls may be removed and permanent control measures installed as required by approved design.

5 Environmental Incidents & Incident Reporting

An environmental incident is an undesired event which may result in environmental harm or impact and generally requires corrective actions to remediate so as to prevent future reoccurrence.

Environmental incidents may include but are not limited to; noise nuisance complaints from sensitive receptors, complaints of vibration due to BEGP works taking place, spill or release of a substance, undesignated washout of concrete trucks, contamination of waterways from erosion or other substances, visible dust nuisance generated from the alignment or crusher, complaints regarding dust from local municipality or sensitive receptors, poor waste management or housekeeping, unanticipated discovery.

BEGP will classify and record all environmental incidents as per the table below;

Level 1 Environmental Incident: A highly significant environmental incident that may result in Enforcement action or non-compliance, such as:	Notices of violation, non-compliance orders, shutdowns/ work stoppages, or other agency enforcement actions (e.g., fines, penalties, lawsuits). Customer initiated actions (e.g., shutdowns/stand-downs) for non-compliance or other environmental performance reasons. Project initiated actions (e.g., shutdowns/stand-downs) of project work for primarily environmental performance reasons. Catastrophic or emergency incident
Level 2 Environmental Incident: A significant environmental incident that requires notification to the customer or regulatory agencies or in the absence of such requirements, immediate attention at the project-level but do not result in Level 1 incidents. This includes:	Spills of hazardous substances above defined reportable quantities; greater than 100 liters. Spills of hazardous substances reaching off site areas or waterways. Other incidents that required reporting to regulatory agencies or equivalent off-project entities.

Level 3 Environmental Incident: Environmental incident that does not typically require outside notification and can be corrected by available personnel/materials. Level 3 incidents include:	Spills of hazardous substances below defined reportable quantities; less than 100 liters. Spills of hazardous substances with no environmental impact. Other incidents requiring corrective action but not resulting in environmental impact.

Following the reporting of an environmental incident the reporting department and the Project Environmental Lead will complete an Environmental Incident Report form, see Appendix G. Details of the incident, the incident cause, along with relevant photos and details of the clean up or remedial action taken will be documented. The report will be sent to the relevant department who will take the necessary corrective action outlined within the report and will confirm with the Project Environmental Lead that the item has been closed.

All environmental incidents will also be logged in the Environmental Incident Log, which shall be maintained by the Environmental Lead. All environmental incidents will be recorded on the Bechtel Web SDS data base.

6 Emergency Response

In the event of an incident with no off site impact (category 3), a properly trained employee from the area shall:

- Stop work, report the incident to Site Supervisor, Engineer or ES&H Department.
- If the incident is a spill incident, retrieve the spill kit from the closest location.
- Inform the Spill Response Team Lead: 049 931 763 (see Appendix K).
- Follow the spill cleanup procedure (see 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.

A catastrophic or environmental emergency incident is defined as an incident having catastrophic or irreversible impact with long term liability or irreversible damage. Environmental emergency incidents will be classed as category 1 incidents. In the event of such an incident personnel should:

- Stop work, immediately shutdown and isolate plant or energy sources if applicable. Assess the area for any immediate dangers to environment, health or safety.
- Move away from the immediate area;
  - Call the Spill Response Team Lead: 049 931 763 for environmental spill incidents
  - Call the ES&H Emergency Phone: 049 931 600 for other environment, health and safety incidents.
  - Call the Fire Warden Team Lead in case of fire: 049 771 334
  - Notify the relevant emergency response department: 112
- The ES&H Department will contact other necessary BEGP departments such as the Security Department.
- The ES&H Department will be responsible for notifying Project Management of the Incident.
- Following catastrophic or emergency environmental incidents the relevant enforcing authority will be notified by the ES&H and SD & CR departments.

See Appendix F Spill / Release Emergency Response Plan and Appendix G Spill Response Emergency Response Flowchart for more information.

7 References

Accidents / Incidents / Near Miss Reporting: 25939-000-HS-083-0015_00
Project Emergency Response Plan: 25939-000-HS-096-0006_02
ES&H Assessments: 25939-000-HS-083-0011_00
ES&H Management Plan: 25939-000-HS-096-0001_02
ES&H Orientation Training and Development: 25939-000-HS-083-0003_02
Drawings/General_Egis/Reports/) Environmental Reports/EIA
Health Certificate for the Camp (Ministry of Health) 25600-000-L-OTBE-00017/00018
Environmental Impact Assessment and Environmental Management and Monitoring Plan Ens 04 454 B May 2010 (Egis Eau)

8 Appendices

Appendix A	Environmental Permits & Licenses
Appendix B	Environmental Impacts and Aspects Register
Appendix C	Legal Requirements Register
Appendix D	Environmental Goals & Objectives
Appendix E	Environmental Monitoring Plan
Appendix F	Spill / Release Emergency Response Plan
Appendix G	Spill Response Emergency Response Flowchart
Appendix H	Environmental Incident Report
Appendix I	Spill Response Team

Appendix A - Environmental Permit & Licenses

Environmental Impact	Detail of the Environmental Impact	Key legal & other requirements
Nuisance Noise	Emissions of smoke, steam, dust, odors and noise nuisance	BEGP Environmental Policy Law on Environmental Protection Environmental Impact Assessment
Air Pollution	Air pollution - greenhouse gas emissions, causative agents in global warming; ozone impacting air emissions causative agents in ozone depletion; toxic air emissions, respiratory impacts, nuisance to sensitive receptors	BEGP Environmental Policy Law on Environmental Protection Environmental Impact Assessment
Contamination of Land	Land contaminated by spillage of oils, fuels, lubricants, chemicals, solvents, waste water, concrete washout, admixtures; impacts to biodiversity and human contacts	BEGP Environmental Policy Law on Environmental Protection Environmental Impact Assessment
Impact to Biodiversity	Construction activities destroy habitat, interrupt breeding / hibernation cycles / direct influence on organisms.	BEGP Environmental Policy Law on Environmental Protection Environmental Impact Assessment
Air Quality	Fugitive dust emissions from road traffic, blasting, quarry, crushing & screening operations	BEGP Environmental Policy Law on Environmental Protection Environmental Impact Assessment
Controlled Waste	Solid waste to landfill can lead to visual impact, odor, indirect depletion of natural resources, impact on local community, possible impact on groundwater given miss-management of landfill in Kosovo	BEGP Environmental Policy Law on Environmental Protection Law on Waste Environmental Impact Assessment
Hazardous Waste	Disposal of hazardous waste, emissions to air, land & groundwater	BEGP Environmental Policy Law on Environmental Protection Law on Waste Environmental Impact Assessment
Resource Depletion	Depletion of natural resources and raw materials (includes water)	BEGP Environmental Policy Law on Environmental Protection Law on Water Law on Mines and Minerals Environmental Impact Assessment
Water Pollution	Emission of water polluting chemicals or agents, biological damage, reduction in quality of local water sources with the possibility of affecting human health.	BEGP Environmental Policy Law on Environmental Protection Law on Water Law on Mines and Minerals Environmental Impact Assessment

Appendix B - Environmental Aspects and Impacts Register

Location: Bechtel Enka Joint Venture, Route 6

Project Name: Prishtine - Hani I Elezit Motorway Project

Category	Score	Consequence
Insignificant	1	Negligible effect to environment or local community
Minor	2	Impact has minor short-term effect and action needs to be taken to contain the incident
Significant	3	Some impact but it is feasible to manage without external assistance
Severe	4	Major impact. Prosecution possible if impact is severe. Special management of issue is required
Very Severe	5	Major impact. Prosecution likely. Third parties expect special management of issue

Category	Score	Likelihood
Very Low	1	Not foreseen that the impact will occur on the project. Activity that is easily controlled or is taking place on a very small scale
Low	2	The impact should not occur during the project
Medium	3	Activity will be occurring regularly and impact may occur 1-2 times during the project or for a short duration
High	4	Activity required to be carried out and may result in impact occurring 3-10 times during the project
Very High	5	Unavoidable activity that may cause an impact even when controls are in place

	1 Very Low	2 Low	3 Medium	4 High	5 Very High
1 Insignificant					5
2 Minor			6	8	10
3 Significant		6	9	12	15
4 Severe		8	12	16	20
5 Very Severe	5	10	15	20	25

0	ACTIVITY	ENVIRONMENTAL ASPECT	ENVIRONMENTAL IMPACT	Consequence x Likelihood = Risk Rating			Residual Rating (Post Control Score)			CONTROLS MEASURES
				C	L	R	C	L	R	
= EARTHWORKS OPERATIONS										
1-1	Clearing & grubbing	Excavation, truck movements, vegetation clearance	Air pollution, water quality, loss of habitat (Legal Register Item No: 3, 4, 5 & 7)	4	4	16	2	4	8	Restrict clearing and grubbing to areas where work alignment excavation will occur soon after. Where possible, do not leave exposed areas of colluvial soil open to precipitation. Build temporary drainages for collecting all silt in case of rain. Where possible prevent double handling of excavated material. Reseed (hydro seed), plant trees as per design requirements. If heritage items are discovered contact ES&H dept., allow access to Municipality Heritage Inspector.
1-2	Earthworks excavation	Excavation, truck movements, tipping, use of breakers	Air pollution, water quality, loss of habitat, noise pollution (Legal Register Item No: 3, 4, 5 & 7)	5	4	20	3	4	12	Ensure application of dust suppression measures, apply & control speed limits for vehicles. Access roads inside the alignment only. If water courses are intercepted by the alignment erosion control may be required and monitoring of water quality. Noise monitoring may be required for sensitive receptors. If heritage items are discovered contact ES&H dept., allow access to Municipality Heritage Inspector.
1-3	Blasting activities	Drilling, blasting, storage of explosives, mixing of explosives	Noise nuisance, dust emissions, water quality (Legal Register Item No: 3, 4 & 5)	5	3	15	1	3		BECP will work with authorities from the local municipality for all blasting activities. Amend blasting pattern and charge amount / depth / timings in areas close to sensitive receptors, work with local municipality. 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.

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		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		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)	6	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)	6	3	18	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	15	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		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		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		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		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		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		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		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		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		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		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.kuvendikosovs.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.kuvendikosovs.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.kuvendikosovs.org/common/docs

Legal Register Item No:	Type of Legislation	Title	Additional Reference	Area	Requirements	Related Aspects	Document Ref & Further Information
							/files/2010-163-eng.pdf Supplement Amended Law No: Mines and Minerals (2012/04-L-158) http://www.kurendinos owes.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 performed 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 EECP.	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 Renova 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 Igiler
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 931783 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 kit from the closest location

Inform the Spill Response Team Lead :
049 931783

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

ENVIRONMENTAL INCIDENT REPORT

Incident Data Sheet
Page 1 of 2





Appendix I - Environmental Spill Response Team



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

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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 these 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:

No.	Subcontract Milestone	Date
1	Completion and acceptance of SUBCONTRACTOR's Initial Design	30-Jan-17
2	Completion and acceptance of SUBCONTRACTOR's Final Substructure Design	17-Mar-17
3	Completion and acceptance of SUBCONTRACTOR's Final Superstructure Design	7-Apr-17
4.0	Completion and acceptance of Bridge Implementation Design:	
4.1	Completion and acceptance of Bridge Substructure Design	20-Mar-17
4.2	Completion and acceptance of Bridge Superstructure Design	10-Apr-17
5	Construction Works Commencement Date	20-Mar-17
6	Completion of Temporary Facilities	28-Jun-17
7	Completion of Bridge Substructure	29-Aug-17
8	Launching of first segment of first carriageway of Superstructure	17-Jul-17
9	Completion of first carriageway of the bridge to allow usage of bridge for traffic	2-Nov-17
10	Completion of second carriageway of the bridge to allow usage of bridge for traffic	9-Nov-17
11	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	15-Jan-18

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) Design and Engineering Services:

(a) Weekly Drawing Release Schedule;

(b) Weekly Specification Development Schedule;

(c) Weekly Material Requisition (MR) Release Schedule; and

(e) Weekly Progress Report

(2) Procurement and Material Delivery:

(a) Weekly Status of Delivery Schedules;

(b) Monthly Equipment Inspection Summary.

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

(3) 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 Compliance 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:

No	Subcontract Milestone	Daily LD Amount	Maximum LD Applicable Durations
1	Completion and acceptance of SUBCONTRACTOR's Initial Design	1,000.00 Euro	30 calendar days
2	Completion and acceptance of SUBCONTRACTOR's Final Substructure Design	1,000.00 Euro	30 calendar days
9	Completion of first carriageway of the bridge to allow usage of bridge for traffic	8,000.00 Euro	90 calendar days
11	Completion of all Work and receipt of CONTRACTOR's certificate Final Acceptance	8,000.00 Euro	90 calendar days

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. 1 and 2 shall be recoverable providing that SUBCONTRACTOR meets the dates for Subcontract Milestones No. 11.

21.6 Maximum durations that Liquidated Damages shall be applicable are stated on the table in SC-21.1. As such, each Liquidated Damage shall be capped at the value calculated by using Maximum LD Applicable Duration.

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. 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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03	23	02/08/2016	9.10 HAND PROTECTION PROGRAM	L.Darandau
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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:

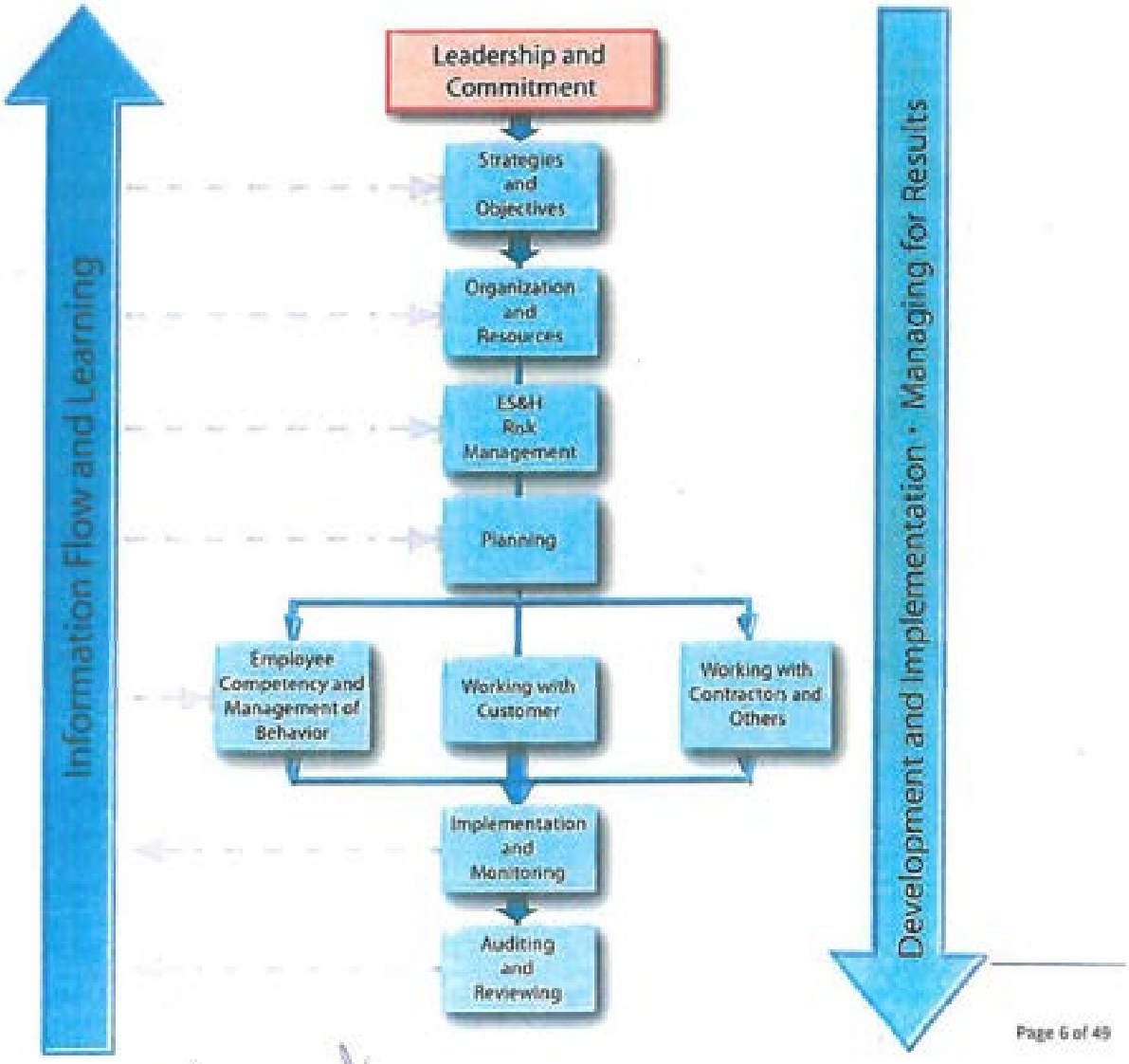


Figure 1- Prishtine- Hani i Elezi (BEGP) ESH Management System Flow Chart

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.

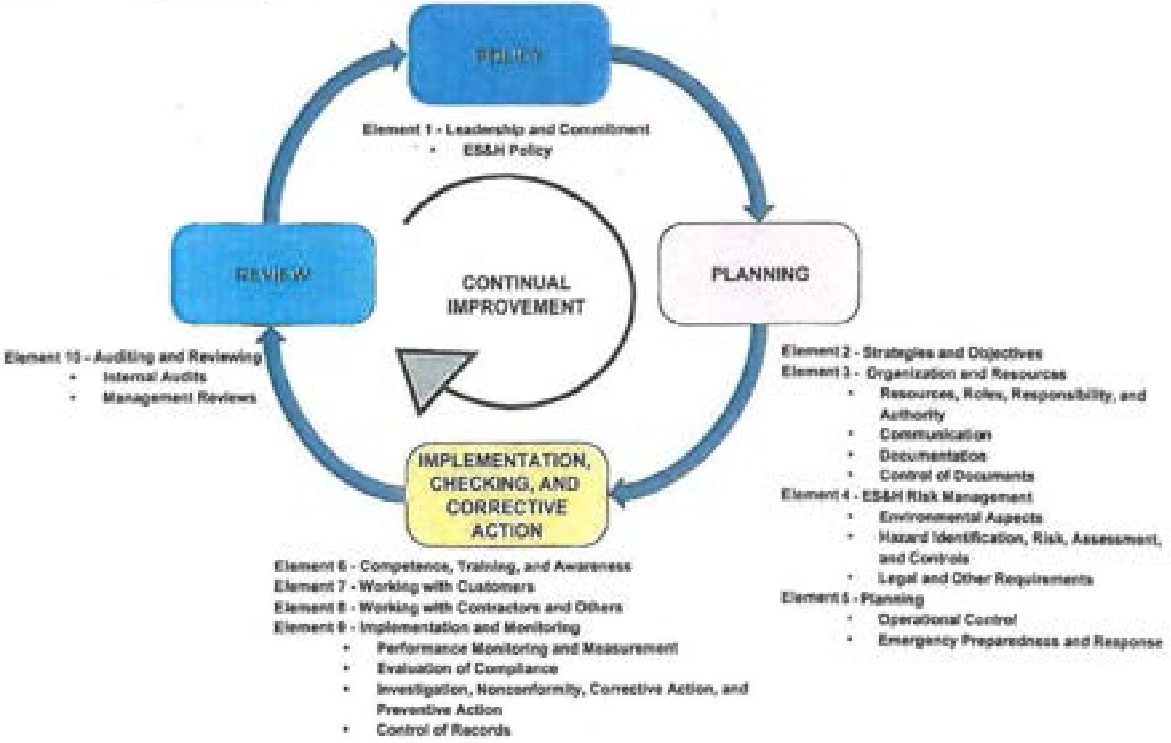


Figure 2-Prishtine-Hani i Elezit Motorway Project ES&H Management System Model

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.