2. Monthly A job hour comparison by craft and non-manual of actual versus planned staffing;

3. Weekly A three-week look-ahead personnel forecast by craft. Variation from approved schedules and plans shall be noted and rationalized;

4. 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;

5. Weekly A weekly report of quantities installed versus total quantities on items of the Work selected by CONTRACTOR;

6. Weekly A weekly report of labor productivity comparing actual versus planned job hours on items of the Work selected by CONTRACTOR. Variation from approved schedules and plans shall be noted and rationalized;

7. Daily A daily force report listing all personnel by craft and non-manual and work assignment; and

8. Daily A daily plant and equipment and materials report showing the construction facilities and plant and equipment and materials utilized in the Work and the name of the manufacturer and manufacture location.

Schedules and reports shall be furnished in hardcopy and/or electronic files as specified by CONTRACTOR.

SC-7 SAFETY AND HEALTH REQUIREMENTS

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.

Within thirty (30) calendar days after subcontract award and prior to commencing work at the Jobsite, SUBCONTRACTOR shall submit a written Safety and Health (S&H) Plan to CONTRACTOR for review and approval.

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

1. All applicable laws, ordinances, statutes, rules, regulations, codes and standards 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; and

3. The "SAFETY AND HEALTH STANDARDS" set forth in Appendix B-1 titled "SAFETY AND HEALTH STANDARDS", as well as CONTRACTOR'S and EMPLOYER'S S&H Plan, including revisions thereto. If SUBCONTRACTOR considers any such revision to be a change affecting cost or schedule, the provisions of the General Condition titled "VARIATIONS" shall apply.

To the extent allowed by law, SUBCONTRACTOR shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier, with respect to the Work.

SUBCONTRACTOR'S failure to correct any unsafe condition for which SUBCONTRACTOR is responsible or any unsafe act committed by SUBCONTRACTOR, its employees, its suppliers or subcontractors of any tier shall 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.

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". 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.
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 and as set forth in the Appendix B-1.

SUBCONTRACTOR shall maintain accident and injury records as required by applicable laws and regulations. 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.

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.

SUBCONTRACTOR shall assign a Safety Representative acceptable to CONTRACTOR. Such representative may, with CONTRACTOR'S written approval, perform other duties. SUBCONTRACTOR'S designated Safety Representative shall be physically located at the Jobsite; respond to CONTRACTOR'S safety concerns and requirements; have authority for correcting unsafe conditions or acts by SUBCONTRACTOR, its employees, and employees of SUBCONTRACTOR'S suppliers or subcontractors of any tier; and coordinate with other Jobsite contractors and subcontractors on safety matters required for the Work.

SC-8 MEASUREMENT AND PAYMENT

The Prices (VAT excluded) set out in Exhibit "C" are firm all inclusive prices and not subject to escalation. Payment according to these prices shall constitute full payment for performance of the corresponding to Work undertaken and cover all costs of whatever nature incurred by SUBCONTRACTOR in executing the Work in accordance with the provisions of this subcontract. All prices are in Euro and all payments shall be in the same currency.

PREREQUISITES FOR PAYMENT

No payment shall be made prior to the receipt by CONTRACTOR from SUBCONTRACTOR of the following:

1. Insurance Certificate(s);

2. Agreement of Health and Safety Plan;

3. Company Registration Documentation;

4. List of Employees for the month worked;

PAYMENT

SUBCONTRACTOR shall prepare a monthly payment application, which is a written statement of the amount and value of work satisfactorily performed by SUBCONTRACTOR up to the 22nd day of each month. This payment application shall be submitted for CONTRACTOR'S approval and 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 into the Work.

The quantity of work to be paid for under any item for which price is fixed shall be progress percentage of CONTRACTOR approved units of work satisfactorily completed in accordance with provisions of the SUBCONTRACT including the specified units of measure. Payment for items will be made on the basis defined in Exhibit D.

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.

CONTRACTOR shall review and certify the amount of SUBCONTRACTOR'S payment application that is payable under the Subcontract and shall return a copy of such application to SUBCONTRACTOR, indicating the amount certified fro payment.

SUBCONTRACTOR shall then prepare and submit an invoice in an amount equal to the amount of its payment application that has been certified for payment along with the following documents:

- a copy of the certified payment application.
- list of employees for the month who worked on the project.

SUBCONTRACTOR shall submit all invoices, in form and format directed by CONTRACTOR, in original and one (1) copy to:

Mail Address

BECHTEL ENKA - GP

Pejton "Mujo Ulqinaku" 5/9, 4th Floor
Prishtina, Kosovo

Attention: Subcontracts Administrator

Reference: Subcontract No. 25939-DR1-SA-SDRS-00025

SUBCONTRACTOR shall certify in each invoice that there are no known outstanding mechanic's or material-men's liens and that all due and payable bills have been paid or are included in the application for payment. SUBCONTRACTOR shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the Work under this subcontract as a condition precedent to any payment by CONTRACTOR. CONTRACTOR may require SUBCONTRACTOR to submit

satisfactory evidence of payment and release of all such claims. If there is any evidence of any such unpaid claim, CONTRACTOR may withhold any payment until SUBCONTRACTOR has furnished such evidence of payment and release and SUBCONTRACTOR shall indemnify and defend CONTRACTOR and EMPLOYER against any liability or loss arising from any such claim.

Subject to the receipt by CONTRACTOR of such amounts from EMPLOYER under the Contract and the receipt from SUBCONTRACTOR of the Prerequisites for Payment, CONTRACTOR shall, in accordance with the provisions of this subcontract, within forty (40) calendar days after receipt of a correct invoice, pay SUBCONTRACTOR ninety five percent (95%) of the approved invoice amount retaining the balance (Retainage) pending Final Acceptance of the Work or as otherwise specified below.

Failure to specify the full subcontract number or to submit full supporting documentation may be cause for invoice rejection or delay in payment.

No payment 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 for which payment has been made, whether or not the same has been incorporated in the Work, and title to all completed work whether paid for or not, shall vest in CONTRACTOR, or EMPLOYER as the case may be, and in any case shall not be part of SUBCONTRACTOR'S property or estate 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 this subcontract is terminated.

CONTRACTOR shall reduce the value of the Retainage to two and a half percent (2.5%) of the final subcontract value until expiration of the warranties provided under the General Condition titled "WARRANTY". However, upon CONTRACTOR'S written approval all Retainage may be paid and an acceptable security substituted for this requirement.

SC-9 QUALITY ASSURANCE PROGRAM

Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for approval by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

1. Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

2. Project-specific Quality Assurance/Quality Control Plan.

The Project-specific Quality Assurance Plan/Quality Control shall 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.

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.

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.

The plan shall be updated as necessary throughout the subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

SUBCONTRACTOR shall comply with the approved updated (from time to time) plan.

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 Program are found.

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 SUBCONTACTOR 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 and EMPLOYER to develop and implement any such recovery plan shall be to the account of SUBCONTRACTOR.

CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including suppliers and subcontractors of any tier, at any stage of the Work.

SC-10 COMPONENT WARRANTIES

In addition to the General Condition titled "WARRANTY" SUBCONTRACTOR shall obtain or provide, for the benefit of CONTRACTOR and EMPLOYER and their successors in interest, warranties or guarantees for the equipment, materials and work furnished by suppliers and subcontractors of any tier. Such warranties or guarantees are to run for the period set forth in the applicable specification of this subcontract or, when not specified, that period customarily provided by the supplier. SUBCONTRACTOR shall use its best efforts to enforce such lower-tier warranties or guarantees on its own behalf or, if requested by CONTRACTOR or EMPLOYER, on behalf of CONTRACTOR or EMPLOYER. SUBCONTRACTOR shall provide warranty documentation by Final Acceptance or as otherwise required by this subcontract.

SC-11 NONDISCLOSURE

6.1 SUBCONTRACTOR agrees not to divulge to third parties, without the written consent of CONTRACTOR, any information obtained from or through CONTRACTOR or EMPLOYER in connection with the performance of this subcontract, except to the extent necessary to comply with applicable laws. Third Parties do not include the EMPLOYER.

6.2 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. Third Parties do not include the EMPLOYER.

6.3 If so requested by CONTRACTOR, SUBCONTRACTOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this subcontract.

SC-12 APPLICABLE LAW

This subcontract shall be governed by and construed in accordance with English law

SC-13 RELEASE OF CONSEQUENTIAL DAMAGES

8.1 Notwithstanding any other provision of this subcontract and to the maximum extent permitted by applicable law, neither party shall be liable to the other party whether as result of breach of this subcontract, in tort (including negligence) or otherwise, for loss of use of any works, loss of profit, loss of any contract, loss of revenue, cost of capital and/or financing, down time costs, loss of opportunity, loss of goodwill (in relation to each of which whether direct or indirect) or for any indirect or consequential loss or damage which may be suffered by the other party in connection with this subcontract.

8.2 SUBCONTRACTOR, to the maximum extent permitted by applicable law, releases CONTRACTOR from the types of damages described in SC-8.1.

SC-14 MEASUREMENT SYSTEM

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

SC-15 PROGRESS REPORTS

On a monthly basis or as requested at any time by CONTRACTOR, SUBCONTRACTOR shall provide to CONTRACTOR a concise summary report indicating status of each Milestone, job hours expended by Milestone, deliverables achieved and identifying any issues that SUBCONTRACTOR believes may impact the cost or schedule of the Services.

SC-16 LANGUAGE REQUIREMENTS

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 by CONTRACTOR. All translation services, to include the physical presence of qualified translators in both office and field, necessary for all written or oral communications shall be provided by SUBCONTRACTOR. The governing language shall be the English language.

SC-17 SUBCONTRACTOR MOBILIZATION/DEMOBILIZATION RESPONSIBILITIES

Except as otherwise stated, SUBCONTRACTOR shall arrange and provide for mobilization / demobilization of its equipment and personnel, including but not limited to provisions for temporary facilities, customs clearance and customs claims, work permits and applicable licenses, and for immigration and emigration of all personnel.

SC-18 SAFETY, HEALTH AND SECURITY

13.1 SUBCONTRACTOR shall at all times conduct all operations under this subcontract in a manner to avoid the risk of endangerment to health, bodily harm to persons and damage to property. SUBCONTRACTOR shall comply with CONTRACTOR's health and safety plans and procedures, site rules and all other CONTRACTOR health and safety requirements. SUBCONTRACTOR shall, in accordance with SUBCONTRACTOR'S established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously checking its performance, equipment, and materials to discover, determine and correct any conditions which might result in any of the aforementioned risks.

SUBCONTRACTOR shall furnish all safety equipment and instructions required for the Services and shall maintain and furnish accident, injury and all other records required by applicable laws and regulations or by CONTRACTOR.

13.2 SUBCONTRACTOR shall comply with CONTRACTOR's Jobsite security requirements and at all times conduct its Services 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, material, work or other property.

13.3 If CONTRACTOR has received from EMPLOYER a guarantee that access to site area is safe, particularly considering mines risk, it shall provide a copy of such guarantee to SUBCONTRACTOR.

SC-19 QUALITY ASSURANCE PROGRAM

14.1 Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for review by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

(1) Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

(2) Project-specific Quality Assurance/Quality Control Plan.

14.2 The Project-specific Quality Assurance Plan/Quality Control shall address all activities relevant to the Services and shall demonstrate how all services performed by SUBCONTRACTOR will conform to the applicable quality and subcontract requirements.

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

14.4 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 Services. 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.

14.5 The plan shall be updated as necessary throughout this subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

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

14.7 CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including lower-tier sub-contractors, associates, and suppliers at any stage of the Services.

SC-20 DRUGS, ALCOHOL AND WEAPONS

SUBCONTRACTOR'S personnel shall not bring onto the Jobsite, or any other location where the provisions of this subcontract apply, any firearm of any nature, a knife with 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.

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 provisions of this subcontract apply, the following:

1. Alcoholic beverages of any nature, except where expressly authorized by CONTRACTOR, and then only for consumption 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.

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-21 IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES

SUBCONTRACTOR shall import into the Republic of Kosovo all equipment, materials and services not locally available and required for the performance of the Work, subject to provisions (if any) 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.

SUBCONTRACTOR shall be responsible for all clearances, fees, charges and requirements of whatsoever nature for the importation of such equipment, materials and services.

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.

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

SUBCONTRACTOR shall provide only equipment and materials for which channels of supply and supplier representatives have been established in or are readily available within the 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).

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.

SC-22 THIRD PARTY RIGHTS

No provision of this subcontract is intended to or does confer upon any third party any benefit or right within the meaning of the Contracts (Rights of Third Parties) Act 1999.

SC-23 SUBCONTRACTOR CLAIMS AND ARBITRATION

If SUBCONTRACTOR considers himself to be entitled to any extension of time and/or any additional payment, under any clause of this subcontract, SUBCONTRACTOR shall give notice to CONTRACTOR, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable and not later than 14 days after SUBCONTRACTOR became aware of the event or circumstance.

If SUBCONTRACTOR fails to give notice of a claim within such period of 14 days, the SUBCONTRACTOR shall not be entitled to any extension of time or additional payment, and CONTRACTOR shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply.

SUBCONTRACTOR shall also submit any other notices which are required by this subcontract, and supporting particulars for the claim, all as relevant to such event or circumstance.

SUBCONTRACTOR shall keep such contemporary records as may be necessary to substantiate any claim, either on the Jobsite or at another location acceptable to CONTRACTOR. CONTRACTOR may, after receiving any notice under this clause, monitor the record-keeping and/or instruct SUBCONTRACTOR to keep further contemporary records. SUBCONTRACTOR shall permit CONTRACTOR to inspect all these records, and shall (if instructed) submit copies to CONTRACTOR.

As soon as practicable after SUBCONTRACTOR became aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by SUBCONTRACTOR and approved by CONTRACTOR, SUBCONTRACTOR shall send to CONTRACTOR a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) SUBCONTRACTOR shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as CONTRACTOR may reasonably require; and

(c) SUBCONTRACTOR shall send a final claim as soon as practicable after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by SUBCONTRACTOR and approved by the CONTRACTOR.

Within 60 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by CONTRACTOR and approved by SUBCONTRACTOR, CONTRACTOR shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 60 days (or other period of time), CONTRACTOR shall determine (i) the extension of time (if any) and/or (ii) the additional payment (if any) to which SUBCONTRACTOR is entitled under this subcontract.

The requirements of this Sub-Clause are in addition to those of any other clause which may apply to a claim. If SUBCONTRACTOR fails to comply with this or another clause in relation to any claim that is not excluded under this clause, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim.

If a dispute or difference arises between the parties and it is not settled amicably, the dispute shall be finally settled by international arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three. Each Party shall appoint one arbitrator and the arbitrators so appointed shall agree upon the identity of the third arbitrator. Where

the Party appointed arbitrators cannot agree on the identity of the third arbitrator, the third arbitrator shall be appointed by the President of the International Chamber of Commerce. The substantive laws of England and Wales shall be applicable. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be in Paris, France.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the CONTRACTOR. Nothing shall disqualify representatives of the parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the parties and CONTRACTOR shall not be altered by reason of any arbitration being conducted during the progress of the Works.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

EXHIBIT "B" – SPECIAL CONDITIONS APPENDIX B-1

SAFETY AND HEALTH (S&H) STANDARDS

TABLE OF CONTENTS

SECTION I – 100 SERIES

Item	Description	Page
1.0	Safety & Health (S&H) Policy - Zero Accident Philosophy	2
2.0	Responsibilities	2
3.0	Orientation & Training	5
4.0	Medical Services, Treatment, Reporting & Records	6
5.0	Safe Task/Job Analysis	6
6.0	Zero Injury Team	7
7.0	Reporting/Investigating Incidents & Accidents	7
8.0	Behavior Observation Process	7
9.0	Back Injury Prevention Program	7
10.0	S&H Assessments	7
11.0	Regulatory Agency Inspections	8
12.0	SUBCONTRACTOR Training for Process Safety Management	8

SECTION II – 200 SERIES

Item	Description	Page
13.0	Tools & Equipment	8
14.0	Hazard Communication	8
15.0	Emergencies & Evacuations	9
16.0	Bloodborne Pathogens	9
17.0	Personal Protective Equipment	9
18.0	Respiratory Protection	10
19.0	Hearing Conservation Program	11
20.0	Air Surveillance Program	11
21.0	Construction Non-Destructive Testing	11
22.0	Heat & Cold Stress Prevention	12
23.0	House Keeping,	12
24.0	Fire Prevention & Protection	12
25.0	Fall Prevention/Protection	14
26.0	Scaffolding	15
27.0	Barricades & Signs	15
28.0	Floor & Wall Openings	16
29.0	Excavations & Trenching	16
30.0	Vessels and Confined Spaces	17
31.0	Lock out/Tag out Procedure	17
32.0	Portable Ladders - Control & Inspection	17
33.0	Cranes & Material Handling	18
34.0	Suspended Personnel Platforms	18
35.0	Articulating Boom Platforms	19
36.0	Compressed Gas Cylinders	19
37.0	Electrical Equipment Inspection/ Assured Grounding/GFCI	19
38.0	Vehicle Operations	20
39.0	Night Work Requirements	20
40.0	Fork Lifts & Power Industrial Trucks	20

1.0 Safety & Health (S&H) Policy - Zero Accident Philosophy

1.1 SUBCONTRACTOR shall have a written Safety and Health (S&H) Policy which demonstrates an understanding that S&H concepts must be closely integrated into the total business process and are an integral part of the business strategy just as cost, schedule and quality are. The S&H Policy must be formally communicated to, and fully understood by, all levels of the SUBCONTRACTOR organization.

1.2 SUBCONTRACTOR'S S&H Policy shall:

1.2.1 State that adequate resources will be provided to apply the best known principles and techniques of loss prevention and performance measurement.

1.2.2 Require that SUBCONTRACTOR'S site managers and all supervisors clearly communicate SUBCONTRACTOR'S S&H expectations at all Project meetings and by way of their actions demonstrate a personal commitment to follow the S&H Policy at all times.

1.3 CONTRACTOR has adopted a "Zero Accident" philosophy that all work related accidents, incidents, injuries and illnesses are preventable, and which promotes:

1.3.1 The immediate identification and elimination of unsafe work practices and conditions in the work place.

1.3.2 A heightened awareness of individual responsibility and increased supervisory attention to detail.

1.3.3 Elimination of human error as a source of accidents, irrespective of rank or position in the organization.

1.3.4 Building a team safety mentality where each worker contributes to the effort and each supervisor is fully aware of the capabilities and limitations of their team.

1.3.5 A culture in which everyone accepts responsibility and accountability for their own and each co-worker's safety and health.

1.4 SUBCONTRACTOR shall adopt CONTRACTOR'S "Zero Accident" philosophy in performance of the Work under this subcontract, ensuring it is communicated to and fully understood by all levels of SUBCONTRACTOR'S organization. In its promotion of this philosophy, SUBCONTRACTOR shall incorporate methods and strategies to eliminate work related accidents, incidents, injuries and illnesses.

2.0 Responsibilities

2.1 SUBCONTRACTOR shall adopt and proceed in accordance with CONTRACTOR'S and/or OWNER'S Project S&H Plan and its implementing plans and procedures and, if directed by CONTRACTOR, provide additional supporting S&H plans and procedures.

2.1.1 SUBCONTRACTOR shall flow all Project S&H requirements to lower tier suppliers, subcontractors, and visitors and acknowledges it is responsible for the performance of its visitors and suppliers and subcontractors of every tier.

2.2 SUBCONTRACTOR shall require that management/supervisory actions demonstrate that cost, schedule, and quality concerns do not prevail over S&H Project requirements.

2.3 SUBCONTRACTOR shall delineate manager and supervisor roles and responsibilities, delegate

to them sufficient authority and control to effectively implement the S&H process, and establish a system which holds them accountable for S&H implementation.

2.4 SUBCONTRACTOR'S managers and supervisors shall be familiar with and enforce S&H rules, regulations, and laws and document all actions taken to ensure compliance with the S&H Plan to include work area audits and associated corrected actions.

2.5 SUBCONTRACTOR'S site manager shall support, promote, and participate in a CONTRACTOR Zero Accident/Incident Management Team. SUBCONTRACTOR shall also make available a number of hourly employees, agreed to by CONTRACTOR, to participate in Project S&H teams.

2.6 SUBCONTRACTOR'S site management shall attend and clearly communicate SUBCONTRACTOR'S S&H expectations at all employee S&H Orientations.

2.7 SUBCONTRACTOR site management, managers, and supervisors shall participate in scheduled, documented S&H assessments to be conducted by CONTRACTOR. SUBCONTRACTOR shall also conduct and document its self-assessments.

2.8 SUBCONTRACTOR'S managers and supervisors shall provide documented, positive reinforcement and recognition for safe behaviour and participate in a project behaviour based safety process.

2.9 SUBCONTRACTOR'S managers and supervisors shall attend, actively participate in, and consistently demonstrate strong leadership at weekly Toolbox Safety Meetings.

2.10 SUBCONTRACTOR'S managers and supervisors shall actively participate in documented pre-job planning activities. Specifically, Job Hazard Analysis' (JHA) and employee pre-task planning sessions known as Safe Task And Risk Reduction Talks (STARRT.).

2.10.1 JHA is used to identify, analyse, understand and mitigate potential hazards associated with repetitive or potentially hazardous work operations.

2.10.2 STARRT is a pre-task planning tool to be used by all supervisors, which allows the employees of a work group to review a task before starting work.

2.11 SUBCONTRACTOR'S S&H Representative shall actively participate in:

- the Project behaviour-based safety process and S&H orientation process,
- and/or provide specialised S&H training, such as confined space, fire watch, elevated work platforms, etc.

2.12 SUBCONTRACTOR shall inform all its Project personnel of potential hazardous conditions and/or near miss incidents and shall document such communications.

2.13 Before beginning any work, SUBCONTRACTOR shall require all lower tier suppliers and subcontractors to submit a written S&H Plan specific to their scope of work. SUBCONTRACTOR shall review and accept all such plans for compliance with CONTRACTOR and regulatory requirements.

2.14 SUBCONTRACTOR shall employ S&H Representative(s) acceptable to CONTRACTOR and when appropriate, such S&H Representative(s) shall be resident on the Project for all SUBCONTRACTOR work activities.

2.15 SUBCONTRACTOR shall:

- Require all supervisors attend a weekly Supervisor S&H Meeting held by CONTRACTOR,
- Participate in work area audits and root cause investigations,
- Have current copies of applicable codes and standards readily available,
- Conform to the Project Drug and Alcohol Program and/or requirements,
- Attend and participate in weekly Toolbox Safety meetings, and
- Complete, file and make available to CONTRACTOR weekly Toolbox Safety Meeting minutes.

2.16 SUBCONTRACTOR shall stop work if unknown or unanticipated hazards or work conditions evolve which place employees at risk or necessitate greater precautions than currently exist or are required in the Project S&H Plan. SUBCONTRACTOR shall immediately report all such incidents to CONTRACTOR.

2.17 SUBCONTRACTOR shall ensure that employees who engage in horse play, fighting, and gambling: who possess firearms; or who possess or use alcohol or unauthorized drugs will be removed from the Project/Jobsite.

2.18 SUBCONTRACTOR shall ensure that all of its personnel are required to wear clothing appropriate for the work being performed.

3.0 Orientation & Training

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

3.2 Before any SUBCONTRACTOR employees are placed on any worksite, Project required training shall be provided and verified by comprehension testing. Documentation of training and comprehension testing shall be maintained and made available to CONTRACTOR.

3.3 SUBCONTRACTOR shall update training materials to reflect changes in applicable laws, regulations or Project requirements.

3.4 SUBCONTRACTOR shall provide and require employees to attend specialized training applicable to their work (e.g. confined space, benzene, fire watch, etc).

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

3.6 All SUBCONTRACTOR employees shall attend their company specific New Employee Orientation, in addition to CONTRACTOR'S New Employee Orientation. SUBCONTRACTOR shall have a tracking system in place to ensure all employees attend the New Employee Orientations.

3.7 SUBCONTRACTOR shall have a system to clearly identify new employees for their initial thirty (30) days in the field (e.g. stickers, coloured hard hats, etc.).

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

4.0 Medical Services, Treatment, Reporting & Records

4.1 SUBCONTRACTOR shall maintain clean and orderly first aid treatment facilities and all emergency equipment shall be inspected daily to ensure effective operation.

4.2 Proper sterilization methods and materials shall be used and provision made for proper disposal of hazardous medical wastes, including a "sharps" container for the secure disposal of used needles and similar medical items.

4.3 SUBCONTRACTOR site personnel who provide medical treatment shall be properly trained and qualified, with a copy of their current certifications maintained on site.

4.4 SUBCONTRACTOR shall ensure injured employees are referred to qualified industrial/occupational medical providers if offsite treatment is needed and provide or obtain transportation for such offsite medical treatment.

4.5 The status of SUBCONTRACTOR employees injured on the Project and returned for modified duty shall be documented by the treating medical practitioner and reported to the CONTRACTOR S&H Supervisor.

4.6 SUBCONTRACTOR shall maintain and file its own workers' compensation or insurance claims forms as applicable and all medical records and reports shall be kept confidential.

4.7 When required by the nature of SUBCONTRACTOR'S medical responsibilities, SUBCONTRACTOR shall identify a panel of physicians it deems acceptable for rendering treatment for work related injuries and illnesses and a certified physician to function as its Medical Director. The Medical Director shall provide SUBCONTRACTOR with written medical directives/protocols that will be followed by all SUBCONTRACTOR medical personnel. Protocols shall be updated at least annually.

4.8 SUBCONTRACTOR'S S&H Representative shall review all return-to-work orders.

4.9 SUBCONTRACTOR medical records shall be maintained up-to-date. A weekly and monthly Injury/Illness and Hours Worked report shall be submitted to the CONTRACTOR S&H Supervisor on a form supplied by CONTRACTOR.

4.10 SUBCONTRACTOR shall develop a method for tracking the status of injuries and shall produce and provide to CONTRACTOR a weekly S&H Performance Report with that information. SUBCONTRACTOR shall distribute this report to its supervisory personnel and discuss the contents during safety meetings. SUBCONTRACTOR shall take measures to counter unsatisfactory trends and accurately document such efforts.

5.0 Safe Task/Job Analysis

5.1 SUBCONTRACTOR shall use CONTRACTOR'S Job Hazard Analysis system (JHA) and its employee pre-task planning process known as Safety Task And Risk Reduction Talks (STARRT) or, with CONTRACTOR review and acceptance, SUBCONTRACTOR equivalent systems.

5.2 JHA is used to describe work steps and identify, analyze, understand and mitigate hazards associated with repetitive or hazardous work operations. The JHA format will be provided by CONTRACTOR and completed by SUBCONTRACTOR.

5.3 The STARRT process is used at the beginning of every shift and prior to beginning any new task. Supervisors, with participation of the entire crew, identify potential hazards prior to starting work.

5.4 Supervisors shall ensure that their employees understand the purpose of, and participate in the

JHA and STARRT processes and shall use them as primary planning and lessons learned tools.

6.0 Zero Injury Team

6.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Zero Accident/Incident Teams (ZAT/ZIT) or, with CONTRACTOR review and acceptance, a SUBCONTRACTOR equivalent system.

6.2 Monthly Team meetings shall be held to focus on specific problems, work assignments, concerns arising from the observation process, audit and inspection reports, and negative injury trends, etc.

7.0 Reporting/Investigating Incidents & Accidents

7.1 SUBCONTRACTOR'S New Employee Orientation shall explain employee responsibility for reporting injury, illness, property damage and near miss incidents. SUBCONTRACTOR shall promptly report such information to CONTRACTOR and, unless otherwise directed, investigate, document and initiate corrective action. SUBCONTRACTOR'S written incident/accident investigation records shall be maintained in a format acceptable to CONTRACTOR with an initial copy provided within 24 hours of each occurrence.

7.2 SUBCONTRACTOR, if required, shall develop a written Notification and Investigation Procedure acceptable to CONTRACTOR. SUBCONTRACTOR'S S&H Representative shall oversee the investigation of all incident and accident cases and reports. Information derived from such reports shall be issued as lessons learned to all employees on the Project.

7.3 SUBCONTRACTOR shall ensure that no information pertaining to the investigation of any incident or accident is distributed or transmitted to third parties without first obtaining written approval from CONTRACTOR.

8.0 Behaviour Observation Process

8.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Safe Behaviour Observation Process during which observation data is collected and provided to CONTRACTOR for the identification of unsafe trends and development of appropriate remedial action. SUBCONTRACTOR observation team members shall be chosen from personnel exhibiting natural leadership ability.

8.2 SUBCONTRACTOR management personnel and supervisors shall be trained in behaviour based safety concepts and methodology, safety behaviour reinforcement, and the safety observation process.

9.0 Back Injury Prevention Program

9.1 SUBCONTRACTOR shall establish a Back Injury Prevention Program acceptable to CONTRACTOR. A back injury prevention program shall consist of morning stretching, continuing education, possibly the use of back support belts, etc. and shall apply to all employees.

9.2 The back injury prevention program shall be an integral part of SUBCONTRACTOR'S New Employee Orientation. Back injury prevention awareness training shall be conducted at least once per month.

10.0 S & H Assessments

10.1 SUBCONTRACTOR shall establish a documented assessment process acceptable to CONTRACTOR, which measures compliance with the Project S&H Plan and procedures and SUBCONTRACTOR'S own S&H processes and use this information to enhance safety awareness and improve overall safety performance.

10.2 CONTRACTOR will perform periodic S&H Project assessments. SUBCONTRACTOR shall provide CONTRACTOR with timely, complete and open access to its safety process, files, records, etc., and participate in these assessments as requested.

11.0 Regulatory Agency Inspections

11.1 SUBCONTRACTOR shall ensure its personnel know and comply with the procedures established for any type of government inspection and immediately notify the CONTRACTOR S&H Supervisor when a regulatory agency inspector requests Jobsite entry.

11.2 Following any regulatory agency inspection, SUBCONTRACTOR shall submit a written report to the CONTRACTOR S&H Supervisor which details all aspects of the inspection.

12.0 SUBCONTRACTOR Training for Process Safety Management

12.1 When directed by CONTRACTOR, SUBCONTRACTOR shall develop a Project specific Process Safety Management (PSM) Plan; ensure that affected employees and visitors receive PSM training; and participate in the investigation of PSM incidents.

12.2.1 Within the U.S., SUBCONTRACTOR shall have a written PSM Plan that complies with OSHA General Industrial Standard 1910.119.

SECTION II – 200 SERIES

13.0 Tools & Equipment

13.1 SUBCONTRACTOR shall ensure that all tools and equipment are used and maintained in accordance with manufacturer recommendations, have required guards in place, and are in good working order. Job-made or modified tools of any kind shall not be used, without CONTRACTOR'S written approval.

13.2 SUBCONTRACTOR shall only permit properly trained and certified employees to use powder-actuated tools and control access to powder-actuated charges. Documentation of relevant employee training and the use and disposal of charges shall be maintained and made available to CONTRACTOR. Each cartridge shall be accounted for and properly stored. No live or spent cartridges shall be left on the ground or disposed of in Project trashcans or other unauthorized on or off-site container.

13.3 SUBCONTRACTOR will ensure that excess flow valves are installed on air manifolds and compressors supplying air to >1/2 inch (or equivalent metric) ID hoses.

13.4 SUBCONTRACTOR shall ensure that work is performed only in areas and at times where adequate illumination exists. SUBCONTRACTOR shall provide all lighting required to safely perform work. Artificial lighting equipment shall be manufactured to a recognized international standard acceptable to CONTRACTOR.

14.0 Hazard Communication

14.1 SUBCONTRACTOR shall have a written Hazard Communication Plan and, as required, implementing procedures describing the method it will use to communicate the hazards associated with chemical handling, use, storage and disposal. The plan shall be submitted and acceptable to CONTRACTOR prior to beginning work and shall comply with the Project Construction Environmental Control Plan.

14.2 SUBCONTRACTOR shall seek approval from CONTRACTOR for chemicals to be brought onto

any work site and make available to CONTRACTOR Material Safety Data Sheets (MSDS) for each hazardous material purchased and/or carried onto a worksite. Materials that arrive without an MSDS shall be quarantined and not released until the MSDS is received on site and the material is approved for use by CONTRACTOR. SUBCONTRACTOR shall maintain a list of hazardous materials on site and the quantities of each.

14.3 SUBCONTRACTOR shall ensure that employees are trained in the recognition, proper handling and use of hazardous substances. However, specific hazardous material training shall be provided for employees whose work involves the use of a hazardous material. Records of such training shall be maintained and made available to CONTRACTOR.

14.4 SUBCONTRACTOR shall properly label all hazardous substances and/or chemicals that have been transferred from the manufacturer's container into another container. Inspections shall be made and documented by the SUBCONTRACTOR to ensure that adequate labeling occurs.

15.0 Emergencies & Evacuations

15.1 SUBCONTRACTOR shall have an Emergency Response Plan and provide all emergency equipment and supplies needed to support the Work and each worksite. The plan will address emergency evacuation, medical emergencies, natural disasters, etc. The plan shall include emergency alarm systems, assembly and evacuation points, an employee head count process, and provisions for employee training before entering the Jobsite and any specific worksite. Periodic tests and drills shall be conducted as required.

15.2 SUBCONTRACTOR shall ensure that Emergency Response Plan requirements are clearly communicated to its Project personnel. Such communication and employee comprehension and participation shall be documented.

16.0 Bloodborne Pathogens

16.1 SUBCONTRACTOR shall adopt and submit an adequate Exposure Control Plan addressing an acceptable Bloodborne Pathogens Program.

16.2 SUBCONTRACTOR employees who are exposed to bloodborne pathogens shall be properly trained regarding their responsibilities, required control measures, and personal safety. Proper personal protective equipment shall be used when exposure hazards exist. Each SUBCONTRACTOR employee whose job duties puts them at risk of exposure (i.e. medic, nurse, first aid person, etc.) shall be offered vaccinations and documentation of the vaccination or declination shall be maintained and made available to CONTRACTOR.

16.3 SUBCONTRACTOR shall provide all its employees with a general overview on the hazards associated with bloodborne pathogens, possible means of exposure, and proper control methods.

16.4 Provisions shall be made for proper disposal of hazardous medical wastes and a sign posted in the treatment area warning of biohazards. A "sharps" container acceptable to CONTRACTOR shall be maintained in the first aid area for the secure disposal of used needles and similar medical waste. Proper sterilization methods and materials shall be used.

17.0 Personal Protective Equipment

17.1 SUBCONTRACTOR shall require employees to wear eye protection equipped with hard side shields (safety glasses) manufactured to an international standard acceptable to CONTRACTOR. This applies to prescription eyewear as well. SUBCONTRACTOR shall monitor the eye protection worn by its employees and take immediate corrective actions when non-compliance occurs.

17.2 Employees performing grinding and buffing operations shall wear face shields and safety glasses

or mono goggles. During welding, welders shall wear safety glasses and hardhat/welding hood combinations manufactured to an international standard acceptable to CONTRACTOR. Welding screens shall be used to protect other employees from the hazards associated with direct welding arc rays.

17.3 SUBCONTRACTOR employees with field responsibilities shall wear sturdy work shoes or boots acceptable to CONTRACTOR.

17.4 SUBCONTRACTOR shall provide its employees with life jackets when working over or near open water and shall require their use. SUBCONTRACTOR supplied life rings, rope and a rescue vessel acceptable to CONTRACTOR shall be in place when a drowning threat exists.

17.5 SUBCONTRACTOR employees who handle chemicals or harmful substances shall be trained and shall wear appropriate personal protective equipment per the chemical manufacturer's recommendations.

17.6 Hardhats manufactured to an international standard acceptable to CONTRACTOR shall be worn with the brim forward at all times when in the field. Company and employee name shall be conspicuously displayed.

17.7 SUBCONTRACTOR shall:

17.7.1 Require all employees to wear long pants and a suitable shirt, with no less than 4" or 10 cm sleeves, as the minimum Project work clothing.

17.7.2 Provide and require the use of hearing protection, manufactured to an international standard acceptable to CONTRACTOR, whenever a hearing hazard exists.

17.7.3 Make available adequate hand and arm protection, manufactured to an international standard acceptable to CONTRACTOR, to all manual labor. The type of protection worn shall be selected according to the hazard to be protected against.

17.7.4 Require the use of appropriate safety harnesses and lanyard systems, manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of work from unprotected heights and/or work in spaces where their extraction in an emergency situation would be facilitated by the use of such equipment (e.g., confined spaces).

17.7.5 Provide and require the use of appropriate electrical protection equipment (e.g., rubber gloves, sleeves, blankets, etc.), manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of exposure to energized electrical equipment.

17.7.6 Ensure that all personal protective equipment is inspected at regular intervals, and tested in accordance to manufacturer's guidance, and conform to international standards.

18.0 Respiratory Protection

18.1 SUBCONTRACTOR shall provide and require the use of appropriate respiratory protective equipment, manufactured to an international standard acceptable to CONTRACTOR, whenever a respiratory system hazard exists.

18.2 SUBCONTRACTOR shall have an acceptable Respiratory Equipment Procedure. The procedure shall name a qualified supervisor responsible for its enforcement, set requirements for the use, care and sanitation of respiratory equipment, and establish a program to train its personnel in use, storage, maintenance, inspection, and cleaning of respiratory equipment.

18.3 SUBCONTRACTOR supervisors shall notify CONTRACTOR'S S&H Supervisor before starting any work that requires employees to wear respiratory protection.

18.4 Provisions shall be made for employees who wear corrective lenses and are required to wear full-face respiratory protection. These provisions shall include rotation from such respiratory protection work and eyeglass inserts or special lenses, as/if required.

18.5 Training shall be provided on the inspection, use, sanitary care, and limitations of respiratory equipment. The records of such training shall be maintained by SUBCONTRACTOR and made available to CONTRACTOR.

18.6 A competent person shall be trained and designated by SUBCONTRACTOR to store, maintain, inspect, and clean respiratory equipment.

19.0 Hearing Conservation Program

19.1 SUBCONTRACTOR shall have an acceptable Hearing Conservation Procedure. The procedure shall include noise surveys, engineering controls, the procurement and use of low noise equipment when possible, posting of signs and warnings for areas found to require hearing protection, and training on hearing protection devices used on the Project.

19.2 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall provide equipment for sampling and monitoring noise levels. This equipment shall be calibrated before and after use and all measurements documented and made available to CONTRACTOR.

19.3 SUBCONTRACTOR shall ensure that employees who are exposed to noise at or above an 8-hour TWA of 85dBA receive the required annual training.

20.0 Air Surveillance Program

20.1 SUBCONTRACTOR shall identify work activities which could lead to potentially hazardous atmospheric conditions caused or created by SUBCONTRACTOR or lower-tier supplier or subcontractor activities, for example the operation of fuelled equipment inside an enclosed area, welding, the use of hazardous or toxic materials, etc. Additionally, SUBCONTRACTOR shall monitor and institute mitigating steps to prevent exposure to such conditions.

20.2 SUBCONTRACTOR shall provide equipment adequate for aerial sampling and monitoring and develop an Air Surveillance Procedure covering sampling, monitoring, and identification of source contaminants. Such equipment shall be operated only by qualified personnel and it shall be calibrated pre and post use per manufacturer protocol. Surveillance logs, records and results shall be maintained and made available to CONTRACTOR.

21.0 Construction Non-Destructive Testing

21.1 Radiography work shall be performed under a CONTRACTOR issued "Permit for Radiography" and only by subcontractors possessing the proper licenses and certificates. CONTRACTOR shall approve each such activity prior to its commencement.

21.2 If SUBCONTRACTOR uses lower-tier subcontractors for the purpose of nondestructive testing, it shall ensure such lower-tier subcontractors have the required permits and licenses, which shall be made available to CONTRACTOR. Any laboratory used to analyze samples shall also be acceptable to CONTRACTOR.

21.3 SUBCONTRACTOR shall submit a Radiography/Non-Destructive Testing Safety Procedure to CONTRACTOR for review and acceptance prior to any such work taking place.

21.4 Perimeter areas around radiographic work shall be properly barricaded and posted with appropriate warning signs and SUBCONTRACTOR shall conduct perimeter surveys whenever radiography is in progress.

21.5 SUBCONTRACTOR shall instruct employees on the potential for radioactive hazards during radiography and the precautions to be followed in the event of an emergency.

21.6 SUBCONTRACTOR shall inspect the work area and when satisfied that risks have been controlled, will sign the Permit to Work indicating full understanding of all precautions to be observed prior to commencement of radiography.

21.7 SUBCONTRACTOR must carry an identification card, as required by the project, showing the individual's classification level and the type of non-destructive testing discipline for which the SUBCONTRACTOR is qualified.

22.0 Heat & Cold Stress Prevention

22.1 SUBCONTRACTOR shall have an acceptable operating and emergency procedures for heat and/or cold stress.

22.2 SUBCONTRACTOR shall ensure that all field employees, especially front line supervisors, are trained on the warning signs/symptoms of early heat or cold related disorders, and instructed on the clothing and work methods best suited to avoid heat and/or cold stress. Stay times shall be developed to reduce the possibility of heat or cold related disorders.

22.3 SUBCONTRACTOR shall provide an immediately accessible, adequate, and sanitary potable water supply during all periods of the day and have available electrolyte replacement drinks or tablets during seasons of the year when heat stress may occur.

23.0 House Keeping

23.1 SUBCONTRACTOR eating and sanitary facilities (either shared or SUBCONTRACTOR controlled) shall be maintained in a clean and sanitary condition at all times.

23.2 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall, at all worksites, provide clean, potable drinking water for its employees in a safe, hygienic manner. "Community" or common use cups shall not be used.

23.3 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall provide and maintain its own sanitary toilet facilities for its employees. The daily facilities cleaning, and maintenance, and method and location of waste disposal shall be to a high standard acceptable to CONTRACTOR.

23.4 SUBCONTRACTOR shall ensure that any instances of poor housekeeping resulting in the creation of a tripping, slipping, fire hazard or loss are corrected immediately.

23.5 SUBCONTRACTOR shall ensure that its assigned office areas are clean and regularly maintained. Laboratories and workshops shall be maintained clear of debris, waste and other rubbish, which shall be disposed of in accordance with manufacturer guidelines and the Project's waste management procedure/plan.

24.0 Fire Prevention & Protection

24.1 SUBCONTRACTOR shall have an acceptable Fire Protection and Prevention Plan specific to the scope of work under this subcontract.

24.2 SUBCONTRACTOR shall provide all fire protection and prevention equipment necessary for its operations, including, but not limited to fire hose, nozzles, extinguishers, etc. SUBCONTRACTOR shall provide an adequate number of fire extinguishers of the correct size and type for its work activities. Extinguishers shall be maintained per manufacturer's recommendations, inspected monthly, and tested annually. SUBCONTRACTOR shall train employees in the proper use of fire extinguishers.

24.3 SUBCONTRACTOR shall include in its Fire Protection and Prevention Plan a plan to ensure that fire protection equipment is placed and maintained in proper locations as work progresses.

24.4 SUBCONTRACTOR shall monitor its work and office areas to ensure that all doors, stairwells, aisles and means of egress are kept clear and unobstructed at all times.

24.5 SUBCONTRACTOR shall ensure all exits are clearly marked and adequately lighted, and that all emergency lights remain functional.

24.6 SUBCONTRACTOR shall have an acceptable Flammable and Combustible Material Storage Procedure setting out the requirements for the handling, storage, and use of flammable and combustible liquids, and shall ensure they are stored properly, dispensed in safety cans manufactured to an international standard acceptable to CONTRACTOR, and areas designated for these activities are maintained in an orderly fashion. All hazardous areas shall be posted with appropriate signs and access shall be controlled.

24.7 Where temporary welding enclosures are required, SUBCONTRACTOR shall ensure that these enclosures are constructed with flame resistant materials (such as fire blanket).

24.8 SUBCONTRACTOR shall instruct its employees in regards to the facility/Project smoking policy and monitor to ensure that posted "no-smoking" zones are observed.

24.9 SUBCONTRACTOR office areas shall be monitored to reduce and control storage and loading of combustible materials. Material shall be well arranged and aisles maintained open and clear of obstructions. Stored material shall be kept away from heat sources and the use of extension cords minimized. Fire hydrants and fire lanes shall be kept clear and unobstructed and a minimum of 18 inches or 1/2 meter of free space shall be maintained around sprinkler heads when working in facilities with sprinkler systems.

24.10 SUBCONTRACTOR shall ensure that combustible waste containers are kept covered and emptied regularly; storage closets are maintained in an orderly condition and not used to store hazardous or toxic chemicals; and equipment rooms, cable trays and raceways are free of combustible material, debris, or trash.

24.11 SUBCONTRACTOR shall protect its personnel against welding and cutting hazards, ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding, and address fire concerns including fire watches where necessary.

24.12 SUBCONTRACTOR shall have a Cutting, Welding and Grinding Procedure for the maintenance and inspection of welding, grinding, or cutting equipment and ensure that the procedure is implemented and maintained.

24.13 SUBCONTRACTOR shall ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding or cutting. Fire prevention and fire precautions training will be given to all Supervisors, Foremen, Fire Watches, Authorized Hot Work Permit Applicants, Security personnel, Stores personnel and selected employees. For hot work operations, SUBCONTRACTOR shall ensure that all inspections required by the Hot Work Permit are carried out as per Permit requirements. The SUBCONTRACTOR shall use the Project Hot Work Permit as specified in the S&H Execution Plan.

24.14 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall not permit open fires on the Jobsite.

25.0 Fall Prevention/Protection

25.1 SUBCONTRACTOR shall have an acceptable Fall Prevention/Protection Procedure that makes maximum use of primary fall protection systems, such as scaffolds, aerial lifts, personnel hoists, etc.

25.2 SUBCONTRACTOR shall evaluate all overhead work for fall exposures and shall pre-plan and install required fall protection systems prior to assigning the work to employees.

25.3 SUBCONTRACTOR shall require the inspection of fall protection equipment prior to each use. Defective equipment shall be removed from service and destroyed.

25.4 SUBCONTRACTOR shall make maximum use of primary fall prevention systems such as scaffolds, aerials lifts, personnel hoists, etc. These systems shall be equipped with complete working/walking surfaces free of floor openings, with standard guardrail systems in place and a safe means of access.

25.5 SUBCONTRACTOR shall adopt a 100% fall protection policy that makes provision for secondary fall protection (full-body harness) for all employees who are working or travelling more than 6 feet or 2 meters above ground. All fall protection devices shall be manufactured and used in accordance with a recognized international standard acceptable to CONTRACTOR. NOTE: Approved full-body safety harnesses are to be used for employee fall protection where primary fall prevention systems are inadequate and fall exposures exist.

25.6 Where lifeline systems are used, anchor points shall be capable of supporting at least 5,000 pounds or 2275 kg. Lifelines shall be installed and maintained by qualified persons who are competent and possess the rigging knowledge necessary to ensure the integrity and safety factors necessary for lifeline system installation. Lanyards shall be secured to vertical lifelines by rope grabs only. Knots, painters-hitches, or loops are not acceptable. Horizontal lifelines shall have tie-off points at least waist high.

25.7 SUBCONTRACTORS using retractable lifeline devices shall secure them by means acceptable to CONTRACTOR and in all cases by a means capable of supporting at least 5000 pounds or 2275 kg.

25.8 SUBCONTRACTOR shall require employees to wear an approved safety harness/lanyard system if they work from ladders where the fall exposure is less than 6 feet or 2 meters, and they are unable to maintain 3-point contact.

25.9 In situations where a fall could result in impalement or other injury (i.e. working over a hot process, operating equipment), SUBCONTRACTOR shall ensure that fall protection equipment is utilized regardless of the potential falling distance.

25.10 SUBCONTRACTOR shall ensure that vertical impaling objects such as rebar will have the ends capped with an article such as a block of 2 X 4 inch (5 X 10 cm) wood, rebar cap, or other item which adequately covers the impaling end of the object.

25.11 SUBCONTRACTOR shall ensure that personnel travelling from one location to another in elevated positions utilize auxiliary fall protection equipment, such as static lines, perimeter guards, or other suitable means.

25.12 SUBCONTRACTOR shall ensure that a competent person inspects personal Fall Protection

equipment at least every three months.

26.0 Scaffolding

26.1 SUBCONTRACTOR shall have an acceptable Scaffolding Procedure and use scaffold material acceptable to CONTRACTOR.

26.2 Scaffold platforms shall be fully planked or decked out, capable of supporting 4 times the maximum intended load, and all sides protected by a standard guardrail system. The top rail shall be approximately 42 inches or 110 cm from the platform. A mid-rail and 4 inch or 10 cm toe-board shall be installed.

26.3 SUBCONTRACTOR erected scaffolds where employees are working/passing below shall have planking or netting installed from the platform to the top rail.

26.4 SUBCONTRACTOR shall adopt or develop a scaffold tagging system compatible with the CONTRACTOR three-tag system. CONTRACTOR uses a red tag to indicate scaffolds under construction or demolition, yellow to indicate scaffolds that are complete but have hazards associated with them, and green to indicate scaffolds erected to a complete, safe standard. SUBCONTRACTOR may duplicate the CONTRACTOR system.

26.5 SUBCONTRACTOR shall provide safe access/egress to all levels of scaffolds. Scaffold platform accesses shall be protected to prevent the possibility of accidental fall through utilizing secured access gates.

26.6 SUBCONTRACTOR shall erect or modify scaffolds under the direction of a trained, competent scaffold builder whose resume and qualifications have been reviewed and accepted by CONTRACTOR. This scaffold builder shall sign all scaffold tags and perform and document inspections before initial use, including initial use following alteration, and daily thereafter.

26.7 SUBCONTRACTOR must have a qualified, professional engineer design all special scaffolds, two point suspension scaffolds, and all scaffolds over 125 feet or 38 meters in height.

26.8 SUBCONTRACTOR shall provide scaffold user training to all employees, shall verify employee comprehension by testing and shall maintain training and testing records which will be made available to CONTRACTOR.

27.0 Barricades & Signs

27.1 SUBCONTRACTOR is responsible for erecting and maintaining barricades and barriers in a manner that provides adequate protection and does not, without prior CONTRACTOR approval, impede the work of other subcontractors.

27.2 Barricades and barriers erected by SUBCONTRACTOR shall have appropriate signs and tags indicating the nature of the hazard and the responsible supervisor, i.e., yellow and black for "CAUTION" or red and black for "DANGER." Barricades left after dark on or in close proximity to roadways shall be properly equipped with flashing amber lights.

27.3 Barrier devices, including barrier tape, shall not be used as a substitute for a barricade as they do not offer adequate fall protection. Barrier devices shall be used only in those applications where temporary identification of a hazard is needed; but not as a primary.

27.4 SUBCONTRACTOR shall ensure that employees understand and comply with barricade and barrier procedures (i.e. prohibited entry into red barrier taped areas).

27.5 Where hazards are expected to exist for more than 24 hours (e.g., excavations),

SUBCONTRACTOR shall ensure that a physical barricade is erected using wooden or metal guardrails. A tag or sign shall be attached or posted to indicate the hazard, the supervisor responsible for the area, and other pertinent warnings.

27.6 SUBCONTRACTOR shall ensure that barricades are complete (i.e., the work area is entirely isolated and identified). The barricaded area will be of sufficient size to afford appropriate protection.

27.7 As appropriate for the scope of work, SUBCONTRACTOR shall ensure that required safety signs are posted (e.g., prohibition signs, warning signs, mandatory action signs, fire safety signs, etc).

27.8 SUBCONTRACTOR shall ensure that all emergency exits, passageways, fire doors, first aid stations, eye wash stations and emergency muster points in the assigned work areas are highlighted with safety condition signs. Warning signs shall be erected and displayed for fire hazards, electrical equipment, openings, overhead working, noisy areas, utilities, overhead power lines, and other hazards.

28.0 Floor & Wall Openings

28.1 SUBCONTRACTOR shall review the fall hazards involved in its scope of work and construct standard handrail systems where required. Handrails shall be constructed with the top rail 42 inches or 110 cm from the floor or platform level and shall have a mid-rail and toe-board. Toe-boards shall extend 4 inches or 10 cm above the floor or platform level.

28.2 SUBCONTRACTOR shall install vertical support posts for handrails at intervals of not more than 8 feet or 2.5 meters.

28.3 SUBCONTRACTOR shall barricade all floor openings, or install properly labelled and substantial covers (3/4 inch, or equivalent metric, exterior grade plywood able to withstand at least twice the anticipated load). All floor-opening covers shall be stencilled or painted with this statement: "OPEN HOLE - DANGER, DO NOT REMOVE".

28.4 SUBCONTRACTOR shall ensure that anyone working inside of a barricaded area around a floor opening or wall opening is required to wear and use a safety harness.

28.5 If a floor hole, a floor opening, or a wall cover needs to be removed for a short period of time, SUBCONTRACTOR shall ensure that an employee is assigned to guard the area involved to keep personnel away from it. If a cover has to be removed for an extended period of time, a substantial guardrail must be erected around the opening.

29.0 Excavations & Trenching

29.1 SUBCONTRACTOR shall not commence any excavation or trenching work unless under the supervision of a competent person qualified to classify soils and not until they have obtained permission and complied with the conditions of all required approval and permit authorities. Permits shall be kept on file and available to CONTRACTOR.

29.2 SUBCONTRACTOR shall have an engineered drawing for reference showing the location of all underground services and/or utilities and will make all required notifications prior to commencing any excavation.

29.3 Spoil material shall be kept at least 3 feet or 1 meter away from the excavation edge and where trenches or excavations will exceed 4 feet or 1.5 meters in depth, the SUBCONTRACTOR shall use protective systems acceptable to CONTRACTOR. No more than 25 feet or 7 meters of lateral travel shall be required in any trench to reach a ladder. Warning signs and barricades shall be installed in a manner that prevents accidental entry into the trenched or excavated area and all

trenches and excavations shall be inspected daily.

30.0 Vessels & Confined Spaces

30.1 SUBCONTRACTOR shall have a Confined Space Procedure acceptable to CONTRACTOR which requires all confined space work be performed only under a SUBCONTRACTOR issued, logged, and numbered permit. SUBCONTRACTOR is responsible for air evaluation, monitoring in confined spaces, and training all employees in associated hazards. At a minimum, in newly constructed confined spaces with little hazard of airborne contamination, monitoring for oxygen and explosive gasses shall be conducted. Monitoring equipment shall be provided by the SUBCONTRACTOR, calibrated to manufacturer recommendations and all calibration documented. All employees conducting air monitoring shall have proper, documented training. All calibration and training records shall be made available to CONTRACTOR.

30.2 SUBCONTRACTOR shall review its work areas and ensure confined spaces have been identified and marked accordingly. CONTRACTOR shall examine each confined space before initial entry to evaluate the specific hazards and SUBCONTRACTOR'S safety precautions.

30.3 Prior to each entry into a confined space SUBCONTRACTOR shall ensure:

30.3.1 The permit conditions are fully complied with and the permit is conspicuously posted at the confined space and all entrants sign a log upon entering (and exiting) the confined space,

30.3.2 Proper ventilation equipment is in operation,

30.3.3 All electrical service is low voltage or GFCI protected,

30.3.4 Adequate access/egress from the confined space is provided,

30.3.5 A task specific rescue plan has been developed and reviewed with all involved employees, and

30.3.6 All external sources of atmospheric contamination are isolated.

30.4 SUBCONTRACTOR shall have safety watch personnel (confined space attendants) in place, an emergency rescue team available, and inform all employees how to summon assistance.

30.5 When Hot Work is required in a confined space, SUBCONTRACTOR shall ensure that no source of ignition is introduced into a confined space until appropriate control measures are implemented and test results verify that dangerous air contamination and/or flammable and/or explosive substances do not exist within the confined space.

31.0 Lock out/Tag out Procedure

31.1 SUBCONTRACTOR shall strictly comply with CONTRACTOR'S lock-out/tag-out requirements and procedure and instruct and test its employees in lock-out/ tag-out requirements.

32.0 Portable Ladders - Control & Inspection

32.1 SUBCONTRACTOR shall use ladders constructed of wood or fiberglass (not metal) with non-slip feet and only wooden ladders treated with preservative.

32.2 SUBCONTRACTOR will erect ladders so that access/egress areas are unobstructed.

32.3 SUBCONTRACTOR shall have an acceptable Ladder Inspection Procedure for the documented

quarterly inspection of ladders. To achieve this, an identification method (i.e. company name and number) and means to indicate inspection status (i.e. tape) shall be developed.

32.4 SUBCONTRACTOR will use ladders for egress and/or to conduct low level work of short duration and will not use ladders in lieu of scaffolds as a primary means of conducting work of longer duration.

32.5 SUBCONTRACTOR shall ensure that two or more people will not work from the same ladder unless it is specifically designed for two people.

32.6 SUBCONTRACTOR shall ensure that side rails of all ladders that are in use extend 36 inches (91.4 cm) above the landing (when this is not practical, grab rails shall be installed). SUBCONTRACTOR shall ensure that ladders in use are tied, blocked or otherwise secured to prevent displacement.

32.7 SUBCONTRACTOR shall ensure that straight ladders are no longer than 20 feet (6 meters), extension ladders are no longer than 36 feet (11 meters), and stepladders and platform ladders are no longer than 12 feet (3.7 meters), as determined by the front rail.

33.0 Cranes & Material Handling

33.1 SUBCONTRACTOR shall inspect and maintain rigging and lifting equipment, monitor all lifts to ensure acceptable lifting practices are followed, and designate a qualified supervisor to determine the methods and develop plans for all rigging operations.

33.2 SUBCONTRACTORS performing lifts in excess of 10 tons shall submit a lifting plan to CONTRACTOR for review and acceptance prior to performing the lift. If the lift is over 50 tons or classified as critical (exceeding 90% of the crane capacity chart, a two-crane lift, any lift over operating or occupied facilities or process pipe racks, or near power lines) the SUBCONTRACTOR shall submit a detailed rigging plan with all applicable supporting calculations to CONTRACTOR for review and acceptance prior to the lift.

33.3 All cranes supplied by SUBCONTRACTOR shall have current, annual, documented inspections of sufficient detail to be acceptable to CONTRACTOR. Inspection documentation shall be maintained and made available to CONTRACTOR prior to Jobsite use.

33.4 SUBCONTRACTOR shall provide and ensure that operators are qualified, trained, and keep daily inspection logs for all equipment and that chain-falls, inertia reels, etc. have a documented inspection annually (including load tests). All rigging equipment shall undergo a visual inspection prior to each use and a documented inspection quarterly (a color code system shall be used to achieve this). All capacities shall be clearly indicated on lifting devices.

33.5 SUBCONTRACTOR shall ensure all rigging is stored properly (i.e. on racks or in protected areas), crane operations maintain minimum safe distances from high voltage lines, and the area within a crane's counter weight and housing swing radius is properly barricaded whenever personnel can enter that area.

34.0 Suspended Personnel Platforms

34.1 SUBCONTRACTOR shall have an acceptable Lift Procedure prior to using any suspended personnel platform. The procedure shall include, but not be limited to, employee training, pre-lift meetings, trial lifts, and platform inspection.

34.2 SUBCONTRACTOR shall perform a visual inspection, checking for the condition of the basket and lifting bridal (signs of rust, corrosion, damage, and cable condition) prior to use.

34.3 Personnel platforms (baskets) provided by SUBCONTRACTOR shall be designed by a qualified engineer and manufactured by competent personnel. They shall have permanent markings indicating maximum weight.

34.4 If CONTRACTOR approves the use of crane suspended personnel platforms, SUBCONTRACTOR shall thoroughly inspect the crane/derrick and ensure the following: an operational anti two block device and locking devices on the hook; free fall capacity, if present, is locked out or disabled; the area under the lift is isolated by barrier tape and signs; and there is a positive means of communication between the crane operator and employees in the suspended personnel platform. Employees in the platform shall wear full body harness attached to a designated anchor point.

35.0 Articulating Boom Platforms

35.1 Machines manufactured and used for elevated personnel platform work (JLG, Hi-lift, etc.) shall be operated and maintained in accordance with manufacturer recommendations and only by trained and qualified individuals. Training and comprehension test records shall be maintained on file at the Jobsite and made available to CONTRACTOR upon request.

35.2 All persons inside work platforms shall wear a full body harness attached to a designated anchor point. Personnel shall only stand on the platform floor (i.e. standing on the railing is prohibited). A fire extinguisher shall be provided on all such equipment. Equipment used to hoist personnel shall not be used for material, if this constitutes a hazard.

36.0 Compressed Gas Cylinders

36.1 SUBCONTRACTOR shall have an acceptable Gas Cylinder Use and Storage Procedure that allows for proper use and storage of compressed gas cylinders. The procedure shall include segregation by type, proper signage, protective isolation of fuel gasses from oxygen, provisions to keep cylinder caps in place when provided by the supplier, positive upright securing of bottles, and maintenance of safe distances from ignition sources.

36.2 SUBCONTRACTOR shall provide cradles and/or cages for lifting compressed gas cylinders and ensure that cylinders being transported are secured and in the upright position.

36.3 SUBCONTRACTOR shall ensure that:

36.3.1 Each individual cylinder turned off by a key wrench is provided with a key wrench whenever in use;

36.3.2 Damaged cylinders are removed from service, tagged "DANGER – DO NOT USE" and reported to the appropriate supervisor and the CONTRACTOR S&H office;

36.3.3 Cylinder-to-cylinder connections are never made for the purpose of gas transfer; and,

36.3.4 Cylinder protective caps are never used for lifting or handling cylinders.

37.0 Electrical Equipment Inspection/Assured Grounding/GFCI

37.1 SUBCONTRACTOR shall implement and fully comply with the CONTRACTOR Electrical Equipment Inspection and Assured Grounding Procedure, which includes quarterly colour code changes and/or shall use ground fault circuit interrupters (GFCI) on all temporary electrical applications. Employees shall be trained in electrical hazards.

37.2 SUBCONTRACTOR shall ensure all tools are checked for electrical continuity after repairs, maintain records of all tool inspections, and make these records available to CONTRACTOR.

37.3 SUBCONTRACTOR shall ensure that generators and welding transformers are maintained in good condition, the area around generators are maintained free of oil and diesel spills, all rotating components are guarded, grounding/earthing is provided, and outlets are in good condition with no exposed conductors.

38.0 Vehicle Operations

38.1 SUBCONTRACTOR shall ensure vehicles are registered/licensed, maintained in a roadworthy condition, and operated in a safe manner in accordance with manufacturer recommendations and vehicle operators are healthy, unimpaired, have the required operators license, and observe established road and/or Jobsite regulations.

38.2 SUBCONTRACTOR shall provide a seat belt for each vehicle passenger and enforce the wearing of seat belts any time a vehicle is in motion. Busses provided for Project transportation may be exempt from this requirement, if authorized by CONTRACTOR in advance of their use.

38.3 SUBCONTRACTOR shall ensure that the focus of the site layout for their assigned area(s) involves the separation of pedestrian and vehicle routes from each other, and establishes appropriate roadway design and layout. Pedestrian routes shall be clearly signed/marked.

39.0 Night Work Requirements

39.1 SUBCONTRACTOR shall ensure that the lighting provided is adequate for the work and personnel are not working in the shadows. SUBCONTRACTOR shall perform regular inspection and maintenance of lighting equipment and ensure that all lighting equipment installed has been checked and certified in accordance with local procedure or building code requirements. SUBCONTRACTOR shall ensure that cables and other material are located in a way that prevents trip hazards.

39.2 SUBCONTRACTOR shall ensure that bulbs in light fixtures are protected from breakage (as designed by the manufacturer or as required by regulating agencies). Lighting fixtures shall be positioned to prevent employees from coming into contact with the fixtures during work operations. Lighting supply cords and cables shall be installed and maintained in a manner consistent with good electrical wiring practices.

39.3 SUBCONTRACTOR shall ensure that all points of exit, pathways and muster points are clearly illuminated and marked. Ladder access and egress areas shall be clearly illuminated.

39.4 SUBCONTRACTOR shall ensure that area lighting is located to avoid glare and spaced to provide adequate illumination for the areas covered.

39.5 SUBCONTRACTOR shall ensure that temporary lighting strings consist of non-conductive lamp sockets and connections are permanently moulded to the conductor insulation. Temporary installations must meet all the requirements of the National Electrical Code, or applicable local code. Bulbs attached to extension cords and lighting strings shall be protected by lamp guards.

40.0 Fork Lifts & Power Industrial Trucks

40.1 SUBCONTRACTOR shall ensure that only trained and authorized operators are permitted to operate powered industrial trucks.

40.2 SUBCONTRACTOR shall ensure that the use of powered industrial trucks complies with all manufacturer requirements and recommendations for safe operation, loading, traveling, and maintenance of powered industrial trucks.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Construction of Box Culvert in Section 3

Exhibit "C" – Quantities, Pricing and Data

PRICES AND QUANTITIES

The Prices (VAT excluded) below are firm all inclusive prices and not subject to escalation. Payment under these items shall constitute full payment for performance of the corresponding Work and shall cover all costs of whatever nature incurred by SUBCONTRACTOR in accomplishing the Work in accordance with the provisions of this Subcontract. All prices are in Euro and all payments shall be in the same currency.

All quantities in mentioned in the contract are estimated quantities and those can either increase or decrease as per the Project requirements and Subcontractor will only be paid as per agreed actual quantities and Contractor does not guarantee any minimum contract value.

Estimated Bill of Quantities and Pricing;

Estimated Bill of Quantities and Pricing					
Item	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Lean Concrete for Box Culvert, C12/15	223.00	m3	€ 10.00	€ 2,230.00
2	Foundation Concrete for Box Culvert, C25/30	335.00	m3	€ 15.00	€ 5,025.00
3	Wall Concrete for Box Culverts, C25/30	545.00	m3	€ 36.00	€ 19,620.00
4	Slab Concrete for Box Culverts, C25/30	110.00	m3	€ 47.00	€ 5,170.00
5	Rebar Installation for Box Culverts	105.00	ton	€ 78.00	€ 8,190.00
		Grand Total(w/o VAT)			€ 40,235.00

BECHTEL ENKA GENERAL PARTNERSHIP-(CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Construction of Box Culvert in Section 3

Exhibit "D" – Scope of Work

General Scope of Work

Scope shall include performance of all required box culvert activities in accordance with Project specifications including, but not limited to, provision of all required drawings, shop drawings, data sheets, samples, as-built drawings as per Structures activities and materials to be incorporated. To perform the above defined scope of work, Subcontractor shall supply/provide fully trained workers, foremen, supervisors and superintendents together with all necessary hand tools, constructions equipments including but not limited to formwork, scaffolding and crane) and all materials including consumables.

Box culverts are to be constructed as shown in design drawings. Subcontractor is responsible for all concrete works associated with construction of these structures including, but not limited to, construction of foundations and elevations, construction of deck, side walk and curbs.

Drawings will be provided to SUBCONTRACTOR by CONTRACTOR as part of each package and SUBCONTRACTOR will perform all required activities.

All hand tools, formworks, manpower, supervisors on site and construction equipment related to this work will be provided by SUBCONTRACTOR.

1. Item Descriptions for Box Culvert

Item BC 1 - Lean Concrete for Box Culverts, C12/15

Lean Concrete for Box culverts, supplied by BEGP on the location of work 15N/mm2 means the compacting, finishing and curing of lean mix concrete, as specified by the design. The scope also includes any formwork required to construct the work to the dimensions shown and specified in the design.

Method of Measurement: Lean Concrete for box culverts shall be measured in cubic metres (m^3) using the dimensions indicated in the design. No deductions will be made for any block-out or inclusion within the formed or defined area that is less than $0.15m^3$.

Item BC 2 - Foundation Concrete for Box Culvert, C25/30

Reinforced Concrete in foundations for box culverts 25 - 30 N/mm2 finishing and curing of concrete, which will be supplied by BEGP on the location of work, as specified by the design.

The scope also includes for all formwork and scaffolding required to cast the concrete to the standards required, including such items as forms, whaling, soldiers, access platform, fixing bolts, form oil and any other such material required.

Scope includes application of all waterproofing materials such as bituminous, Styrofoam, membrane etc as shown in the design. Waterproofing material will be provided by BEGP at application area.

Method of Measurement: Reinforced Concrete for box culverts in Foundations, 25 – 30 N/mm² shall be measured in cubic metres (m³) calculated based on drawing dimensions with no deductions made for voids less than 0.15m³.

Item BC 3 - Wall Concrete for Box Culverts, C25/30

Reinforced Concrete for elevations for box culverts 25 - 30 N/mm2 compacting, finishing and curing of concrete, which will be supplied by BEGP on the location of work, as specified by the design.

Scope includes application of all waterproofing materials such as bituminous, Styrofoam, membrane etc as shown in the design. Waterproofing material will be provided by BEGP at application area.

The scope also includes the provision for all formwork and scaffolding required to cast the concrete to the standards required, including such items as forms, whaling, soldiers, access platform, fixing bolts, form oil and crane and any other such material required.

Method of Measurement: Reinforced Concrete in elevations for box culverts 25 - 30 N/mm2 shall be measured in cubic metres (m³) calculated based on drawing dimensions with no deductions made for voids less than 0.15m³.

Item BC 4 - Slab Concrete for Box Culverts, C25/30

Slab Concrete for box culverts 25 - 30 N/mm2 means the placing, compacting, finishing and curing of concrete, which will be supplied by BEGP on the location of work, as specified by the design.

Scope includes application of all waterproofing materials such as bituminous, Styrofoam, membrane etc as shown in the design. Waterproofing material will be provided by BEGP at application area.

The scope also includes for all scaffolding and formwork required to cast the concrete to the standards required, including such items as forms, whaling, soldiers, access platform, fixing bolts, form oil and any other such material required.

Method of Measurement: Slab Concrete for box culverts 25 - 30 N/mm2 shall be measured in cubic metres (m³) calculated based on drawing dimensions with no deductions made for voids less than 0.15m³. The volume of cast in members such as drainage or gutter pipes, and the volume of formed fillets shall not be deducted.

Item BC 5 - Rebar Installation for Box Culverts

Reinforcing Steel, ST 52, Group III, Deformed, for Box Culverts means the hauling to the place of use from BEGP rebar fabrication yard; unloading and fixing in place of the specified grade of steel by SUBCONTRACTOR crane. The scope will also include all spacer, stools, stairs, stirrups required to hold the designed reinforcement in the correct position as shown in the design.

Method of Measurement: Reinforcing Steel, ST 52, Group III, and Deformed for Box Culverts shall be measured in metric tonnes, calculated by the computation of the total length of each bar diameter multiplied by the unit weight of that bar diameter.

4. Programming and Reporting

The SUBCONTRACTOR shall:

- Prepare weekly report/time sheet to include hours worked and quantities performed, which shall be issued to CONTRACTOR on a daily bases and this shall be approved by the CONTRACTOR field engineers and used for the monthly billing process.
- Submit schedule which will be prepared as to SC-05 Subcontract Schedule, within fourteen (14) calendar days of subcontract award and before the first progress payment is made.

5. Contractor Provided Utilities, Facilities and Services

The CONTRACTOR shall provide to the SUBCONTRACTOR the following utilities and services at no cost:

- General survey reference points
- The land for open and close storage areas shall be given by CONTRACTOR, however all necessary buildings and facilities for the operation of storage areas shall be completed and executed by SUBCONTRACTOR.
- Tie Wire, Concrete Spacer and Waterproofing Material

Concrete and rebar that are required to perform the Work will be provided by CONTRACTOR to SUBCONTRACTOR. If SUBCONTRACTOR exceeds following waste rates, exceeding material will be back charged to SUBCONTRACTOR.

Item	Description	Acceptable Waste Rates
1	Lean Concrete 15 N/mm²	10%
2	Concrete 20-25 25-30 35-45 N/mm²	3%
3	Tie Wire	5%
4	Reinforcing Steel	0%
5	Concrete Spacer	5%
6	Waterproofing Material	0%

Other than ones explicitly mentioned, BEGP will not provide any materials and services (no Personal Protective Equipment (PPE), meal, accommodation etc.)

CONTRACTOR may provide other materials and services to the SUBCONTRACTOR upon the request of SUBCONTRACTOR at an agreed rate. However, it shall be noted that SUBCONTRACTOR is under no obligation get and use any services and materials that may be provided by CONTRACTOR.

If BEGP provides any formwork or equipments, rental value of these systems will be back charged to SUBCONTRACTOR.

6. Subcontractor Provided Utilities, Facilities and Services

- Provide all necessary hand tools and replace same when lost or worn out – home made, hand tools 'not permitted'
- Provide PPE (Personal Protection Equipment) to European standards and replace when lost or worn out. All PPE is subject to BEGP ES&H approval before they are used.
- Provide local accommodation and all meals,
- Provide transportation to and from work site,
- Supply special tools if any,
- Supply of electrical power including its generator and fuel.
- If it is necessary de-watering of the work area.
- Supply of air equipment / compressors
- Supply of all necessary equipments together with all accessories (to be used those are subject to BEGP Equipment and ES&H Departments approval)
- Supply of air equipment / compressors,
- Supply security system and Identification passes,
- Calculate and confirm daily, weekly and monthly production,
- Provide full method statements for all work activities that will be approved by BEGP before commencement of the work.
- SUBCONTRACTOR shall secure its own equipment, material, buildings, facilities, and working and storage areas.

7. Contractor ES&H and Craft Competency Training Programme

In addition to first day ES&H induction training, SUBCONTRACTOR employees are required to attend several other ES&H and Craft Competency Training Programme given and managed by CONTRACTOR before commencement work on site. Detailed information on training programme and training matrix is/will be communicated to SUBCONTRACTOR and which employee of SUBCONTRACTOR will attend to which training programs will be decided by related discipline department manager in cooperation and coordination with ES&H department. No one is allowed to commence work on site before completing all necessary and instructed trainings.

BECHTEL ENKA GENERAL PARTNERSHIP-(CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Construction of Box Culvert in Section C3

Exhibit "E" DRAWINGS AND SPECIFICATIONS

Project Specification for Concrete Works is *"Volume 4 –General Technical Requirements for road works 2001, published by Institut Graðevinarstva Hrvatske, Zagreb.*

The drawings attached to this subcontract are existing drawings that may change as per design or project requirements. Drawings will be provided to SUBCONTRACTOR by CONTRACTOR as part of each package and SUBCONTRACTOR will perform all required activities

Subcontract Amendment

CONTRACTOR: Bechtel Enka General Partnership (BEGP)
OWNER: Ministry of Infrastructure / Kosovo
JOB NO: 25939

SUBCONTRACTOR:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo	**DOCUMENT NO:**	25939-EN1-SA-SDRS-00025-A1
ADDRESS:	Kalabria, Blloku C1, oB.2 Nr. 23 Pristina Kosovo	**EFFECTIVE DATE:**	11/07/2017
CONTACT:	Antonio Tomic	**SUBCONTRACT NO:**	25939-EN1-SA-SDRS-00025
EMAIL:	tomic.antonio01@gmail.com	**AMENDMENT NO:**	1
PHONE:	+386 49 932 245	**COMMODITY CODE:**	SDRS
CCA DATE:	04 AUG 2017		

DECRIPTION OF AMENDMENT – The subject subcontract is herein modified to incorporate the following Bill of Estimated Quantities ;

25939-DR1-SA-SDRS-00025-A1				
#	Description	Estimated Quantity	Unit	Unit Price
3	Wall Concrete for Box Culverts, C25/30	650.00	m3	€ 36.00
5	Rebar Installation for Box Culverts	1,175.00	ton	€ 78.00
		TOTAL Price(w/o VAT)		€ 115,050.00

Unless otherwise stated here, all other terms and conditions are unchanged and remain in effect.

The price adjustment and time extension (if any) granted under this Subcontract Amendment constitute payment in full for the work covered by this

Original Contract Value:	40,235.00	Euro
Value of Previous Amendments:	0.00	Euro
Value of this Amendment:	115,050.00	Euro
Total Contract Value (without VAT):	155,285.00	Euro

Subcontract Amendment, including without limitation, all direct costs; indirect costs; overhead costs; general and administrative expenses; profit; all claims and disputes as of the Effective Date of this Amendment; and all effects (direct, indirect, and consequential, including impacts and "ripple effects") of the work covered by this Subcontract Amendment on all subcontract work, whether or not changed by this Contract Amendment .The completion date, subcontract price and all other terms, covenants and conditions of the above-referenced subcontract, except as duly modified by this and previous Amendments and Subcontract Amendments, if any, remain in full force and effect.

CONTRACTOR:	**BEGP**	**CONSULTANT:**	**Suma Engineering Platform d.o.o. zauslauge – Branch in Kosovo**
Authorized Signature:		Authorized Signature:	
Name:	Riyadh Alkhazraji	Name:	Antonio Tomic
Title:	Project Manager	Title:	
Authorized Signature:			
Name:	Ozger Inal		
Title:	Deputy Project Manager		

BECHTEL ENKA - G.P. - Mujo Ulqinaku 5/9, floor 4 PRISHTINE-KOSOVE Tel. +386(0)43772 555 (666) Tel. +386(0)43772 888 (999) 2

SUMA ENGINEERING PLATFORM BRANCH IN KOSOVO

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM FORM OF AGREEMENT

Subcontract for New Jersey Barrier Installation Works

Subcontractor:	**Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo**	Subcontract No.:	25939-ST1-SA-SOSC-00080
Address:	**Kalabria, Blloku C1, oB.2 Nr.23 Pristina Kosovo**	Work Location:	Prishtine-Hani I Elezit Motorway Project
		Issuing Office:	Prishtina,Kosovo
Contact:	Antonio Tomic	Address:	Pejton"Mujo Ulqinaku" 5/9,4th Floor
Telephone:	049 932 245		Prishtina - Kosovo
E-mail:	tomic.antonio01@gmail.com	Register No.:	NA

This subcontract is effective as of the 25 /10 /2018 ("the Effective Date") between Bechtel Enka General Partnership (BEGP) (CONTRACTOR), and the above named SUBCONTRACTOR (collectively the "Parties" and each individually a "Party") who hereby agrees that all Work specified below shall be performed by the SUBCONTRACTOR in accordance with all provisions of this subcontract consisting of the following Subcontract Documents:

Subcontract Form of Agreement
Exhibit "A" – General Conditions
Exhibit "B" – Special Conditions
Appendix "B1" – Safety and Health Standards
Exhibit "C," – Quantities, Pricing and Data
Exhibit "D," – Scope of Work and Technical Specifications
Exhibit "E" - Drawings

1. WORK TO BE PERFORMED (Work): SUBCONTRACTOR shall, assuming all risks in any way connected therewith and furnishing all required equipment, materials, labor, and technical and professional services, perform the following described work:

Scope includes prepare and cleaning of Work area, laying of base material, installation of precast new jersey barriers, tensioning of anchors, filling grout to the anchor holes, plastering gaps between barriers and all related works as per project specifications, requirements and drawings of Prishtine Hani I Elezit Motorway Project. SUBCONTRACTOR shall provide all necessary equipment, fully trained workers, foremen, supervisor and superintendent with all necessary hand tools.

The Work is a part of the services to be provided by CONTRACTOR to the Ministry of Infrastructure on behalf of the Government of the Republic of Kosovo (EMPLOYER) for the Kosovo Motorway Project (Project) at Prishtine-Hani I Elezit Motorway Project (Jobsite).

2. SCHEDULE: SUBCONTRACTOR shall complete all work as expeditiously as practicable and in accordance with the directions of the CONTRACTOR. Subcontract duration is till 31/12/2018.

SUBCONTRACTOR shall not be allowed to commence works at site before attending CONTRACTOR's safety induction and providing Certificates of Insurance in accordance with SC-1; a Safety and Health (S&H) Plan in accordance with SC-6.

3. COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay SUBCONTRACTOR compensation in accordance with the prices set forth in Exhibit "C" and the payment provisions of this subcontract. **The anticipated subcontract value is 125,840.00 Euro (one hundred twenty-five thousand eight hundred forty and zero hundredths) (excluding VAT)** but SUBCONTRACTOR will be paid in accordance with the work performed and CONTRACTOR does not guarantee any minimum subcontract value.

4. This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

5. This subcontract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement.

CONTRACTOR:

Bechtel Enka General Partnership (BEGP)

Authorized Signature: _____

Print Name: Riyadh Alkhezraji

Print Title: Project Manager

Authorised Signature: _____

Print Name: Ibrahim Karaagac

Print Title: Deputy Project Manager

SUBCONTRACTOR:

Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo

Authorized Signature: _____

Print Name: ANTONIO TOMIC

Print Title: _____

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT – SHORT FORM

Subcontract for New Jersey Barrier Installation Works

EXHIBIT "A" - GENERAL CONDITIONS

TABLE OF CONTENTS

GC	Title	Page
GC-1	INDEPENDENT CONTRACTOR	2
GC-2	AUTHORIZED REPRESENTATIVES AND NOTICE	2
GC-3	SUBCONTRACT INTERPRETATION	2
GC-4	ORDER OF PRECEDENCE	3
GC-5	STANDARDS AND CODES	3
GC-6	LAWS, REGULATIONS, PERMITS AND TAXES	3
GC-7	LABOR, PERSONNEL AND WORK RULES	4
GC-8	PUBLICITY AND ADVERTISING	5
GC-9	SECURITY REQUIREMENTS	5
GC-10	ENVIRONMENTAL REQUIREMENTS	5
GC-11	SITE CONDITIONS	7
GC-12	SUBCONTRACTOR JOBSITE REQUIREMENTS	8
GC-13	SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES	9
GC-14	FIRST AID FACILITIES	9
GC-15	INSPECTION AND TESTING	9
GC-16	EXPEDITING	10
GC-17	FORCE MAJEURE	10
GC-18	VARIATION and AMENDMENT	11
GC-19	RECORDS AND AUDIT	13
GC-20	WARRANTY and STANDARD OF CARE	13
GC-21	BACKCHARGES	14
GC-22	INDEMNITY	14
GC-23	PATENT AND INTELLECTUAL PROPERTY INDEMNITY	15
GC-24	RIGHT TO WORK TOOLS AND WORK PRODUCT	15
GC-25	ASSIGNMENT AND SUBCONTRACTS	16
GC-26	SUSPENSION	16
GC-27	TERMINATION	17
GC-28	FINAL INSPECTION AND ACCEPTANCE	17
GC-29	NON-WAIVER	18
GC-30	SEVERABILITY	18
GC-31	SURVIVAL	18
GC-32	GOVERNMENT RESTRICTED PARTIES AND COMMODITIES	18
GC-33	STANDARDS OF CONDUCT	19

GC-1 INDEPENDENT CONTRACTOR

1.1 SUBCONTRACTOR is an independent contractor and all persons employed by SUBCONTRACTOR in connection with this subcontract shall be its employees and not employees of CONTRACTOR or EMPLOYER in any respect.

SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of CONTRACTOR in performing this subcontract, and shall maintain complete control over its employees and all of its lower-tier associates, suppliers and subcontractors. Nothing contained in this subcontract or any lower-tier purchase order or subcontract awarded by SUBCONTRACTOR shall create any contractual relationship between any lower-tier associate, supplier or subcontractor and CONTRACTOR. SUBCONTRACTOR shall perform the Work in accordance with the level of professional skill, care and diligence exercised by, and expected from, professional firms in SUBCONTRACTTOR'S industry, profession, discipline or trade, when supplying services similar to the Services, and for a project comparable in size, scope, complexity and purpose to the Project, subject to compliance with this subcontract.

1.2 Subject to the standard of care in GC-1.1, SUBCONTRACTOR has represented to CONTRACTOR that it is competent, knowledgeable and has the technical expertise and experience to perform the Services in accordance with this subcontract. SUBCONTRACTOR has also represented to CONTRACTOR that it is able to perform the Work with the highest regard to the safety of all persons and the property of third parties. SUBCONTRACTOR acknowledges that in entering into this subcontract, CONTRACTOR relies on these representations.

GC-2 AUTHORIZED REPRESENTATIVES AND NOTICE

2.1 Unless otherwise specified, all notices and communications in accordance with or related to this Subcontract shall be between authorized representatives designated in writing by the Parties.

2.2 Whenever this subcontract provides for the giving or issuing of approvals, consents, agreements, determinations, notices and requests, these communications shall be in writing and effective upon receipt by the authorized representative(s) of the receiving Party and shall be delivered either personally, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this subcontract or such address as directed by notice.

2.3 SUBCONTRACTOR and CONTRACTOR may each change its authorized representative(s) and contact information at any time upon ten (10) days prior written notice to the other Party. Changes or appointments cannot be retrospective.

2.4 SUBCONTRACTOR shall take instructions, directions or any other communications under this subcontract only from CONTRACTOR's authorized representative.

GC-3 SUBCONTRACT INTERPRETATION

SUBCONTRACTOR shall immediately submit to CONTRACTOR in writing for resolution:

1. All questions concerning interpretation or clarification of the Subcontract Documents or applicable standards and codes,

2. Conflicts or discrepancies discovered by SUBCONTRACTOR between or within the Subcontract Documents and any applicable standards, codes, laws and regulations, and

3. Errors or omissions discovered by SUBCONTRACTOR in the Subcontract Documents.

All determinations, instructions, and clarifications of CONTRACTOR shall be final and conclusive unless determined to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of CONTRACTOR. SUBCONTRACTOR shall be liable for any costs and expenses arising from its failure to comply with its obligations in this clause or furnishing any equipment or material or performing any work containing the conflict, discrepancy, error or omission prior to or inconsistent with CONTRACTOR'S written determination, instruction or clarification.

GC-4 ORDER OF PRECEDENCE

All Subcontract Documents and subsequently issued Variations and amendments are essential parts this subcontract.. The Subcontract Documents are to be taken as mutually explanatory of one another and shall be read as a whole. In resolving conflicts, or discrepancies between any of the Subcontract Documents the following order of precedence shall be used:

1. Subcontract Form of Agreement
2. Exhibit "C" - Quantities, Pricing and Data
3. Exhibit "B" - Special Conditions
4. Exhibit "A" - General Conditions
5. Exhibit "D" - Scope of Work
6. Exhibit "E" - Technical Specifications and Drawings

GC-5 STANDARDS AND CODES

Wherever references are made in this subcontract to standards or codes in accordance with which the Services under this subcontract are to be performed, the current edition or revision of the standards or codes shall apply, including any revisions published during the performance of this subcontract and prior to Final Acceptance. In case of any conflict between any referenced standards and codes and any Subcontract Documents, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing of such conflict together with a recommendation for resolution. CONTRACTOR shall confirm the Subcontract Document requirement in writing or direct a Variation in accordance with GC-18.

GC-6 LAWS, REGULATIONS, PERMITS AND TAXES

SUBCONTRACTOR represents that it is familiar with, shall be subject to and shall comply with all applicable laws in effect at the time the Work under this Subcontract are performed. SUBCONTRACTOR shall pay any penalties, fines or assessments levied by any relevant and competent authority resulting from any breach of this clause by SUBCONTRACTOR or any lower-tier subcontractor and shall indemnify and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from such a breach.

If during the term of this subcontract SUBCONTRACTOR discovers any discrepancy or inconsistency between this subcontract and any applicable laws (but excluding changes to tax laws where such taxes are based upon SUBCONTRACTOR'S inventory, payroll, income, profits/losses or cost of finance), SUBCONTRACTOR shall immediately notify CONTRACTOR in writing. and submit detailed documentation including in terms of both time and cost of performing the Subcontract, subject to SUBCONTRACTOR's entitlement to an equitable adjustment of the time(s) for completion and compensation in accordance with GC-18.

Except as otherwise specified, SUBCONTRACTOR shall obtain all permits, licenses, certifications, fulfill any other applicable governing authority requirement and furnish any documentation, bonds, security or deposits required for the performance of the Services. In the event that permits are required for the Work which can by applicable law be obtained only in the name of CONTRACTOR, SUBCONTRACTOR shall identify such permits in writing to CONTRACTOR, support CONTRACTOR in the preparation and submission of applications, prepare any necessary documentation, and perform any necessary coordination to facilitate obtaining such permits in a timely manner.

SUBCONTRACTOR certifies that it and all subcontractors engaged in the performance of the Work are licensed, certified and registered to perform the professional and technical services required to complete the Work under this subcontract. Such licenses, certifications and registrations shall be maintained throughout performance of this subcontract and failure to do so may be cause for default determination.

SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the performance of the Work under this Subcontract and shall make any and all payroll deductions and withholdings required by applicable laws and hereby indemnifies and holds harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors and assigns from and against any liability related to any and all such taxes, levies, duties, assessments, deductions and withholdings.

GC-7 LABOR, PERSONNEL AND WORK RULES

SUBCONTRACTOR shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any SUBCONTRACTOR personnel determined to be unfit or to be acting in violation of any provision of this subcontract. SUBCONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by CONTRACTOR and EMPLOYER.

SUBCONTRACTOR is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Republic of Kosovo. SUBCONTRACTOR shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, SUBCONTRACTOR shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of SUBCONTRACTOR. SUBCONTRACTOR shall not permit any of its personnel to maintain any temporary or permanent living quarters within the structures forming part of the Project. SUBCONTRACTOR shall respect the festivals and religious customs recognized in the Republic of Kosovo. SUBCONTRACTOR shall be responsible for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

At CONTRACTOR'S request, SUBCONTRACTOR shall provide to CONTRACTOR a detailed list showing the names of all employees of SUBCONTRACTOR or subcontractors of any tier who are participating or have participated in the performance of the Work.

CONTRACTOR may at its sole discretion deny access to the Jobsite to any individual by written notice to SUBCONTRACTOR. In the event an employee is excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

SUBCONTRACTOR shall, to the extent permissible under applicable law, comply with the provisions of all labor agreement(s) which apply to the Work performed under this subcontract. If required by the terms of any such labor agreement(s), SUBCONTRACTOR shall, immediately after subcontract award, agree to comply with and be bound by the terms of such labor agreement(s).

GC-8 PUBLICITY AND ADVERTISING

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this subcontract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

GC-9 SECURITY REQUIREMENTS

In performance of the Work, SUBCONTRACTOR shall establish and maintain and comply with a security program, implementing and supplementing Project security requirements. Such program shall include:

1. Controlled access to office, warehouse, material and equipment sites.
2. Physical security of office, warehouse, material and equipment sites, to include periodic security checks of all work areas assigned to SUBCONTRACTOR.
3. Control of material and equipment packaging, transportation, and delivery to the Jobsite.
4. Accountability procedures for storage, requisition and issue of material and equipment.
5. Personnel security to include, but not limited to, compliance with Project work rules (access, badging, prohibited activities and items, etc.)
6. Security communications to include, but not limited to, use of radios, satellite phones, cell phones, locating devices for vehicles.
7. Compliance with the Project Emergency Response Plan to include, but not limited to, emergency notification lists, personnel accountability procedures, etc.
8. Compliance with all Project security programs and the coordination measures, with CONTRACTOR, EMPLOYER and others on the Jobsite, established for that purpose.
9. Immediate notification to CONTRACTOR of all loss, theft or vandalism and promptly followed by submission of a detailed written report.

SUBCONTRACTOR shall cooperate with CONTRACTOR and EMPLOYER on all security matters and shall promptly comply with any Project security arrangements established by CONTRACTOR or EMPLOYER. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the Work.

GC-10 ENVIRONMENTAL REQUIREMENTS

Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances/materials, including by limiting damage and nuisance to people and property resulting from pollution, noise and other results of its operations and ensuring that emissions, surface discharges and effluent from the Jobsite and arising from SUBCONTRACTOR's activities shall not exceed the values stated in the environmental consent for the Project and prescribed by Kosovar Law.

Based on the foregoing, SUBCONTRACTOR shall:

1. Comply with all applicable laws, ordinances, statutes, rules, regulations, codes and standards governing environmental requirements and conduct the Work based on the

requirements of this subcontract, including compliance with permit requirements and Project plans, procedures, and approvals.

2. Provide all documentation required by all levels of governing authority or CONTRACTOR concerning environmental requirements.

3. As applicable, provide and maintain effective planning and field control measures for the following activities:

- Wastewater (domestic and industrial) discharges to land, surface water, or groundwater,
- To treat waste water before discharging
- To control after treatment, before the discharging
- To obtain the optimum parameter before discharging
- Extraction/supply of water from surface and/or subsurface sources
- To minimize water consumption
- To prevention the water pollution
- To keep away during the construction from the drinking water resources
- Storm water management,
- Spill prevention and response,
- To have and use drip trays during the oil or diesel refueling operation
- To have and use spill kits
- To have drip tray under the generator
- Erosion and sedimentation control,
- Protect all sensitive areas
- Air emissions and dust control,
- To minimize emission from sources
- To use environmental friendly fuel in vehicles
- To minimize the fuel consumption
- Damping water on haul road to prevent dust
- Noise control,
- To measure noise
- To prevent noise pollution
- Waste and hazardous waste management (domestic and industrial),
- To have and use just approved containers for waste deposit(trash bins)
- Label all waste containers
- Separate waste(separate waste (plastics, paper, metal....) for recycling or reusing)
- To separate hazardous waste from other waste, to establish proper deposit area (bounded area with 110% capacity)for hazardous wastes
- To establish proper deposit area (bounded area with 110% capacity) for used oil, contaminated soils, and for other contaminated materials
- To have MSDS for all chemical substances
- To collect batteries in special container
- Protection of areas designated as biologically / historically / archeologically / culturally significant (e.g., wetland, wildlife preserves, cultural resources, historic resources), and
- Work area restoration, including re-vegetation and re-contouring, build retention and sedimentation basins, river clean-up etc.(mitigation measures).

This shall include: obtaining certifications; conducting requisite analysis and monitoring of such activities as required by the Subcontract Documents, permit conditions or other applicable law and/or regulation; utilizing appropriate equipment for sampling, analysis and treatment; and, proceeding in accordance with permit requirements.

4. Develop an Environmental Compliance Plan which shall, as a minimum, comply with the applicable requirements outlined in subclause 1 above. SUBCONTRACTOR shall have sole responsibility for implementing and enforcing its Environmental Compliance Plan.

5. Comply with all access restrictions, including prohibitions on access to or activities in areas on or adjacent to the Jobsite and require its personnel and those of its suppliers and subcontractors of any tier to comply with all signage and flagging related to such restricted areas. Restricted areas may include, but are not limited to: designated wetlands; environmental mitigation study areas; protected/restricted biological /cultural/historical/archeological sites; and designated fish, wildlife, or vegetative habitat.

6. Require that its personnel do not hunt, fish, feed, capture, extract, or other wise disturb aquatic or terrestrial, animal or vegetative species within the Project boundary or while performing any tasks in performance of the Work.

7. Not proceed with any renovation or demolition work until surveys and notifications have been completed, filed with, and approved by the appropriate regulatory agencies and CONTRACTOR specifically authorizes that work to proceed, i.e. asbestos or similar hazardous substances. Should such materials be uncovered during SUBCONTRACTOR'S work, the provisions of subclause 8 below shall apply.

8. Immediately stop work in any area where the following are discovered:

   (a) Contamination indicators such as odor or appearance; unknown containers, piping, underground storage tanks, or similar structures or obstacles; or

   (b) Any other materials which are reasonably suspected to be toxic or hazardous; or

   (c) Cultural resources or artifacts with potential archaeological or historical value.

   SUBCONTRACTOR shall then immediately notify CONTRACTOR and the stop work area shall be determined by CONTRACTOR and confirmed in writing. Activity in the stop work area shall only resume upon CONTRACTOR'S written approval. Cultural resources or artifacts shall not be disturbed or removed, but secured and guarded until turned over to CONTRACTOR or CONTRACTOR designated authorities.

9. Manage, store, and dispose of all hazardous waste generated by SUBCONTRACTOR during the Work in accordance with the applicable requirements outlined in subclause 1 above. All transporter and disposal companies used by SUBCONTRACTOR shall be appropriately licensed by the governing authorities and SUBCONTRACTOR shall provide CONTRACTOR with proof of such licensing prior to their performance on any Work.

SUBCONTRACTOR'S obligations under the General Condition titled "INDEMNITY" apply to any liability arising in connection with or incidental to SUBCONTRACTOR'S performance or failure to perform as provided in this clause.

GC-11 SITE CONDITIONS

SUBCONTRACTOR shall have sole responsibility for satisfying itself concerning the nature and location of the Work and failure to acquaint itself with applicable conditions will not relieve SUBCONTRACTOR of responsibility for properly estimating either the difficulties, time for or the cost of performing its obligations under this subcontract.

Any CONTRACTOR or EMPLOYER provided investigations of Jobsite surface or subsurface conditions are for information only and neither CONTRACTOR nor EMPLOYER warrant or guarantee their content.

Title to water, soil, rock, gravel, minerals, timber, and any other materials developed or obtained in the excavation or other operations of SUBCONTRACTOR upon CONTRACTOR or EMPLOYER premises remains with CONTRACTOR and EMPLOYER and the right to use said materials or dispose of same is hereby expressly reserved by CONTRACTOR or EMPLOYER.

GC-12 SUBCONTRACTOR JOBSITE REQUIREMENTS

SUBCONTRACTOR work areas on the Jobsite shall be assigned by CONTRACTOR and SUBCONTRACTOR will confine its operations to the areas so assigned.

SUBCONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of the Work and prior to final payment SUBCONTRACTOR shall remove its equipment, plant and surplus materials; dispose of all rubbish; and return all CONTRACTOR or EMPLOYER supplied equipment and materials to a CONTRACTOR designated Jobsite location.

SUBCONTRACTOR shall not interfere unnecessarily or improperly with the convenience of the public or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

Others may be working at the Jobsite during performance of this subcontract. SUBCONTRACTOR acknowledges its obligation to coordinate its activities on the Jobsite with the work of each such party to avoid or mitigate to the greatest extent possible interference with their work. CONTRACTOR also reserves the right to schedule SUBCONTRACTOR work to minimize interference with work of any of the parties involved.

SUBCONTRACTOR shall use reasonable efforts to prevent any road or bridge from being damaged by its traffic or personnel. These efforts shall include the proper use of appropriate vehicles and routes.

SUBCONTRACTOR shall be responsible for all risk of loss or damage to work in progress and all equipment and material in its possession and shall accordingly rectify any loss or damage. SUBCONTRACTOR shall receive, unload, store and process such equipment and material subject to CONTRACTOR'S review and approval.

SUBCONTRACTOR shall conduct its operations so as not to:

1. Interfere with any utility, right-of-way, structure or other property without appropriate permits and advance written authorization of CONTRACTOR, and

2. Enter upon lands in their natural state or damage or destroy vegetation or cultivated and planted areas, whether on or off the Jobsite, without the advance written authorization of CONTRACTOR.

SUBCONTRACTOR shall comply with CONTRACTOR'S and EMPLOYER's Jobsite security requirements and at all times conduct operations under this subcontract in a manner to avoid risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, material, work or other property.

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Jobsite shall be placed under the care and authority of EMPLOYER. SUBCONTRACTOR shall take reasonable precautions to prevent its personnel or other persons from removing or damaging any of these findings.

All costs for replacement, repair or restoration required by reason of SUBCONTRACTOR failure to protect all equipment, facilities and material described herein or for unauthorized obstruction, damage to or use of property as described in 1 and 2 above shall be at SUBCONTRACTOR'S expense.

GC-13 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

SUBCONTRACTOR shall provide and use for the Work only such construction plant, equipment, tools, facilities and materials capable of producing the quality and quantity of work required by this subcontract and within the times specified in the Subcontract Schedule. Upon request, SUBCONTRACTOR shall provide CONTRACTOR a current itemized list of all plant, equipment, and tools on the Jobsite in the format and detail required by CONTRACTOR.

SUBCONTRACTOR shall discontinue operation of plant, equipment or facilities deemed unsatisfactory by CONTRACTOR and shall either modify the items to CONTRACTOR'S satisfaction or remove them from the Jobsite.

SUBCONTRACTOR shall not remove construction plant, equipment, tools or facilities from the Jobsite before the Work is finally accepted, without CONTRACTOR'S written approval.

GC-14 FIRST AID FACILITIES

Where CONTRACTOR or EMPLOYER has first-aid facilities at the Jobsite CONTRACTOR may, at its option, make available such facilities for the treatment of employees of SUBCONTRACTOR and employees of its lower-tier subcontractors and suppliers, who may be injured or become ill while engaged in the performance of the Work under this subcontract.

If first-aid facilities and/or services are made available to said employees then, in consideration for the use of such facilities and the receipt of such services, SUBCONTRACTOR hereby agrees:

1. To include as part of its obligation under the General Condition titled "INDEMNITY" the obligation to release, defend, indemnify and hold harmless CONTRACTOR and EMPLOYER from all claims, demands, and liabilities arising from the use of such services or facilities; and

2. In the event any of SUBCONTRACTOR'S employees or employees of its lower-tier subcontractors and suppliers require off-site medical services, including transportation thereto, to promptly pay for such services directly to the providers thereof.

GC-15 INSPECTION AND TESTING

All equipment and material furnished and work performed shall be properly inspected by SUBCONTRACTOR at its expense and shall at all times be subject to quality surveillance and quality audit by CONTRACTOR, EMPLOYER or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for such quality surveillance or audit. If any equipment, material or work is determined by CONTRACTOR or EMPLOYER to be defective or not in conformance with this subcontract, if it has not been incorporated into the Work it shall not be so incorporated or otherwise the provisions of the General Condition titled "WARRANTY" shall apply.

Unless otherwise provided in the subcontract, testing of equipment, materials or work shall be performed by SUBCONTRACTOR at its expense and in accordance with subcontract requirements and SUBCONTRACTOR shall give CONTRACTOR 35 day's notice of tests and shall send to CONTRACTOR the results of the tests. Any tests or repeated tests that are not passed shall be repeated. Should tests in addition to those required by this subcontract be desired by CONTRACTOR, SUBCONTRACTOR will be given reasonable notice to permit such testing. Such additional tests will be at CONTRACTOR'S expense.

SUBCONTRACTOR shall give notice to CONTRACTOR whenever any work is ready and before it is covered

up, put out of sight, or packaged for storage or transport. CONTRACTOR shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to SUBCONTRACTOR that it does not require to do so. If SUBCONTRACTOR fails to give the notice, he shall, if and when required by CONTRACTOR, uncover the work and thereafter reinstate and make good, all at SUBCONTRACTOR's cost.

SUBCONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing.

GC-16 EXPEDITING

The equipment and materials furnished and work performed under this subcontract shall be subject to expediting by CONTRACTOR or its representatives who shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for expediting purposes. As required by CONTRACTOR, SUBCONTRACTOR shall provide detailed schedules and progress reports for use in expediting and shall cooperate with CONTRACTOR in expediting activities.

GC-17 FORCE MAJEURE

No delay or failure in performance by either party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure.

In this Clause, "Force Majeure" means an event or circumstance which:

(a) is beyond a party's control; and

(b) which, having arisen, such party could not, without expenditure, reasonably have avoided or overcome.

Force Majeure may include, but is not limited to, events or circumstances of the kind listed below, so long as conditions (a) and (b) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, or any trade embargo affecting the free flow of goods and services to or from Kosovo,

(ii) rebellion, terrorism, sabotage by persons other than the SUBCONTRACTOR's personnel, revolution, insurrection, military or usurped power, or civil war,

(iii) riot, commotion, environmental protest, disorder, strike or lockout by persons other than the SUBCONTRACTOR's personnel,

(iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the SUBCONTRACTOR's use of such munitions, explosives, radiation or radio-activity,

(v) natural events that are out of the ordinary such as earthquake, hurricane, typhoon or volcanic activity, flood, lightning, fire or cyclone;

(vi) the expropriation or compulsory acquisition by any competent authority within Kosovo of any assets or rights of the SUBCONTRACTOR.

The following will not constitute Force Majeure: insufficient financial means of SUBCONTRACTOR or any its suppliers or subcontractors to perform any subcontract obligations, including the insolvency or bankruptcy of any supplier or subcontractor; and the unavailability or shortages of labor or equipment or materials.

If SUBCONTRACTOR'S performance of this subcontract is delayed by a Force Majeure occurrence, SUBCONTRACTOR shall immediately provide CONTRACTOR written notification of the delay and its estimated duration within twenty-four (24) hour of the occurrence. During the ongoing occurrence, SUBCONTRACTOR shall take all actions to minimize and mitigate the effect of the Force Majeure occurrence. Within seven (7) calendar days after the cessation of any Force Majeure occurrence, SUBCONTRACTOR shall notify CONTRACTOR in writing specifying the actual duration of the delay and describing its plan to minimize and mitigate the effect of the Force Majeure occurrence on the completion of the Work.

Failure to provide any of the above required notices or failure to submit its plan to minimize or mitigate the effect of a Force Majeure occurrence shall be sufficient ground for denial of an extension of time. If CONTRACTOR determines that the delay was caused by a Force Majeure occurrence, CONTRACTOR will determine the duration of the delay and will extend the time of performance of this subcontract by modifying the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK" accordingly. Such extension shall be the sole remedy for the delay.

GC-18 VARIATION and AMENDMENT

18.1 For the purposes of this GC-18, "Variation" shall mean any change to the Services which is instructed or approved as a variation in accordance with the procedure set out in this GC-18 below.

18.2 A Variation may be initiated by CONTRACTOR at any time, either by an instruction or by a request for SUBCONTRACTOR to submit a proposal including, without limitation, additions, deletions, rescheduling and acceleration or deceleration, to all or any part of the Work, and SUBCONTRACTOR agrees to perform such Works as changed. Where SUBCONTRACTOR can show that an instruction or request for proposal of CONTRACTOR given in accordance with the subcontract has resulted in, or that the occurrence of an event beyond the control of SUBCONTRACTOR causes an increase or decrease in the cost of performing the Work, or in the time required to perform, any part of the Work, an equitable adjustment shall be made to the compensation or time(s) for completion, or both. SUBCONTRACTOR shall, within five (5) calendar days of such instruction or request for proposal, notify CONTRACTOR and submit a substantiated claim. CONTRACTOR shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. If CONTRACTOR instructs or approves a Variation, he shall proceed to determine any reasonable costs to which SUBCONTRACTOR is entitled as a direct consequence of the Variation. SUBCONTRACTOR shall not make any alteration and/or modification of the Work, unless and until CONTRACTOR issues an instruction or approves a Variation.

18.3 The substantiated claim to be submitted by the SUBCONTRACTOR pursuant to GC-18.2 shall include the following information:

(1) a description of the proposed Works to be performed and a programme for its execution,
(2) SUBCONTRACTOR's proposal for any necessary modifications to the order of performance of the Works and/or the Milestone Dates in Exhibit "C" - Quantities, Pricing and Data,
(3) SUBCONTRACTOR'S reasonable costs as a direct consequence of the Variation on the basis set out in Exhibit "C" - Quantities, Pricing and Data, and
(4) SUBCONTRACTOR'S proposal for evaluation of the Variation.

18.4 Any delay by SUBCONTRACTOR in giving notice or presenting a proposal under this GC-18 shall be grounds for rejection of the claim if and to the extent CONTRACTOR is prejudiced by such delay. In no case shall a claim by SUBCONTRACTOR be considered if asserted after final payment under this subcontract.

18.5 SUBCONTRACTOR shall proceed diligently with performance of the Works and comply with any decision of CONTRACTOR, pending final resolution of any request for adjustment, dispute, claim, appeal, or action arising under this subcontract.

18.6 No amendments or modifications of any of the Subcontract Documents constituting this subcontract shall be valid unless evidenced in writing as a formal amendment, in a standard amendment format and signed by duly authorized signatories of the Parties. Changes to Subcontract Documents constituting this subcontract, which are required as part of the implementation of a Variation, shall be documented in a standard change order format to be agreed by the Parties and signed by duly authorized signatories of the Parties.

Each Variation may include:

(a) changes to the quantities of any item of work included in the subcontract (however, such changes do not necessarily constitute a Variation),

(b) changes to the quality and other characteristics of any item of work,

(c) changes to the levels, positions and/or dimensions of any part of the Works,

(d) omission of any work, including after a prolonged suspension under GC-24 of 84 consecutive days or 160 days in an 18 month period,

(e) any additional work, plant, materials or services necessary for the Works, or

(f) changes to the sequence or timing of the execution of the Works.

SUBCONTRACTOR shall not make any alteration and/or modification of the Works, unless and until CONTRACTOR instructs or approves a Variation.

If CONTRACTOR requests a proposal, prior to instructing a Variation, SUBCONTRACTOR shall respond in writing as soon as practicable and in any event within seven (7) days by submitting:

(a) a description of the proposed work to be performed and a programme for its execution,

(b) SUBCONTRACTOR's proposal for any necessary modifications to the Subcontract Schedule and to the Subcontract Milestone dates and to the amount payable under the subcontract; and

(c) SUBCONTRACTOR's proposal for evaluation of the Variation.

CONTRACTOR shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. SUBCONTRACTOR shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of costs, shall be issued by CONTRACTOR to SUBCONTRACTOR, who shall acknowledge receipt.

If any Variation issued under this clause directly or indirectly causes an increase or decrease in SUBCONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made and the contract modified by CONTRACTOR.

For work of a minor or incidental nature, the value of which is less than five thousand Euro (€5,000), CONTRACTOR may instruct that a Variation shall be executed on a daywork basis.

SUBCONTRACTOR shall submit quotations to CONTRACTOR with reasonable details regarding who will be carrying out the work and the work involved.

To the extent covered in Exhibit C – Unit Price Schedule, the work shall then be valued in accordance with the rates set out in Exhibit C – Unit Price Schedule. Otherwise, the works, including materials required for them, shall be valued according to the quotations and reasonable details provided by SUBCONTRACTOR.

All other modifications to this subcontract shall be by written Amendment signed by both parties.

GC-19 RECORDS AND AUDIT

SUBCONTRACTOR shall maintain records and accounts in connection with the performance of this subcontract that will (i) accurately document incurred costs, both direct and indirect, of whatever nature and (ii) are in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or with International Accounting Standards Committee (IASC) standards consistently applied, as applicable for a period of two (2) years from the expiration of SUBCONTRACTOR'S obligations under this subcontract or for such longer period as may be specified by applicable law. CONTRACTOR or their representatives shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purpose of verifying payments or requests for payment when costs are the basis of such payment and to evaluate the reasonableness of proposed subcontract price adjustments and claims.

GC-20 WARRANTY and STANDARD OF CARE

20.1 SUBCONTRACTOR represents that it will perform the Services in accordance with this subcontract and the standard of care in GC-1.1. In addition to all other rights and remedies which CONTRACTOR may have, SUBCONTRACTOR shall, at its expense, re-perform the Work to correct any defects and shall be liable, if and to the extent resulting from any defect, for the repair, replacement or re-instatement of any defective materials and equipment and re-performance of any non-conforming construction work for a period from commencement of the Work until twelve (12) months following Final Acceptance and for the periods of design liability required by applicable law. CONTRACTOR shall notify SUBCONTRACTOR in writing or in other appropriate way of any defects and shall approve the method and timing of corrections. CONTRACTOR shall also perform such tests as CONTRACTOR may require to verify that such corrective actions to its Work comply with the Subcontract. All costs incidental to such corrective action including, but not limited to, review, access, removal, retesting and re-inspection shall be borne by SUBCONTRACTOR. If SUBCONTRACTOR fails to take corrective action within a reasonable time, CONTRACTOR may perform the corrective measures by other reasonable means (including, but not limited to, the engagement of any third party to perform the corrective measures) and CONTRACTOR shall be entitled to back-charge SUBCONTRACTOR for, withhold from payments due to SUBCONTRACTOR, offset against other obligations, or collect as a debt due from SUBCONTRACTOR, any and all costs and expenses incurred in connection therewith.

20.2 Services and any resulting non-conforming construction services re-performed within twelve (12) months of Final Acceptance shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of re-performance, not to exceed twenty-four months from Final Acceptance.

20.3 The total liability of SUBCONTRACTOR to CONTRACTOR under the subcontract shall be equal to the amount payable to SUBCONTRACTOR under and in connection with this subcontract if the amount so payable is less than 125,840.00 Euro.

20.4 The above limitation of liability shall not apply:

(a) in case of fraud, criminal conduct and/or wilful misconduct by SUBCONTRACTOR;

(b) where the relevant liability cannot be limited in accordance with applicable laws; and

(c) to SUBCONTRACTOR 's obligations under GC-22 and GC-23.

GC-21 BACKCHARGES

CONTRACTOR may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to SUBCONTRACTOR amounts sufficient to cover the full costs of any of the following:

1. SUBCONTRACTOR'S failure to comply with any provision of this subcontract or SUBCONTRACTOR'S acts or omissions in the performance of any part of this subcontract, including, but not limited to, violation of any applicable law, order, rule or regulation, including those regarding safety, hazardous materials or environmental requirements;

2. Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means when SUBCONTRACTOR states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or

3. CONTRACTOR agrees to or is required to take action or perform work for SUBCONTRACTOR, such as cleanup, off-loading or completion of incomplete work.

CONTRACTOR may also backcharge SUBCONTRACTOR for work done or cost incurred to remedy these or any other SUBCONTRACTOR defaults, errors, omissions or failures to perform or observe any part of this subcontract. CONTRACTOR may, but shall not be required to, give SUBCONTRACTOR written notice before performing such actions or work or incurring such cost. Lack of written notice shall not impair CONTRACTOR'S right to proceed with the action or work under this or any other provision of this subcontract.

The cost of backcharge work shall include:

1. Incurred labor costs (manual and non-manual) including all payroll additives, travel and subsistence;

2. Incurred net delivered material costs;

3. Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action;

4. Equipment and tool rentals at prevailing rates in the Jobsite area; and

5. A factor of ten percent (10%) applied to the total of Items 1 through 4 for CONTRACTOR'S overhead, supervision, administrative and other indirect costs.

CONTRACTOR shall separately invoice or deduct and retain from payments otherwise due to SUBCONTRACTOR the costs as provided herein. CONTRACTOR'S right to backcharge is in addition to any and all other rights and remedies provided in this subcontract or by law. The performance of backcharge work by CONTRACTOR shall not relieve SUBCONTRACTOR of any of its responsibilities under this subcontract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Subcontract Milestones of the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".

GC-22 INDEMNITY

SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless

CONTRACTOR, and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions losses, damages, and expenses including attorney's fees, costs, expenses, and losses of whatsoever kind including property damage and injury to or death of any person, including employees of CONTRACTOR or SUBCONTRACTOR arising out of and/or in connection with the performance of this subcontract, if and to the extent caused or contributed to by reason of any breach of the subcontract, willful misconduct or negligence of SUBCONTRACTOR, its lower-tier subcontractors or of anyone acting under its direction or control.

GC-23 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

23.1 SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions, losses, damages, and expenses, including attorney's fees, whether rightful or otherwise, that any concept, design, process, copyrighted material or confidential information, or any part thereof, furnished by SUBCONTRACTOR under this subcontract constitutes an infringement of any patent, copyright or other intellectual property right, or a theft of trade secrets. If use of any part of such concept, design, process, copyrighted material or confidential information is limited or prohibited, SUBCONTRACTOR shall procure the necessary licenses to use the infringing or a modified but non-infringing concept, design, process, copyrighted material or confidential information or replace it with substantially equal but non-infringing concepts, designs, processes, copyrighted material or confidential information; provided, however,

(1) that any such substituted or modified concepts , designs, processes, copyrighted material or confidential information shall meet all the requirements and be subject to all the provisions of this subcontract, and

(2) that such replacement or modification shall not modify or relieve SUBCONTRACTOR of its obligations under this subcontract.

23.2 The foregoing obligation shall not apply to any concept, design, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by CONTRACTOR to SUBCONTRACTOR.

GC-24 RIGHT TO WORK TOOLS AND WORK PRODUCT

24.1 CONTRACTOR shall have, and SUBCONTRACTOR hereby grants CONTRACTOR, a permanent, assignable, non-exclusive, royalty-free sub-licensable license to use any concept, copyrighted material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software) and confidential information owned by SUBCONTRACTOR upon commencement of the Work under this subcontract and furnished or supplied to CONTRACTOR by SUBCONTRACTOR in the course of performance under this subcontract.

24.2 Under such license CONTRACTOR may copy or reproduce any and all documents and information furnished by SUBCONTRACTOR in connection with the subcontract and distribute such copies or reproductions to others as deemed appropriate by the licensees notwithstanding any proprietary legends or copyright notices to the contrary. SUBCONTRACTOR shall obtain necessary permission and releases from any third parties placing proprietary legends or copyright notices on such documents or information.

24.3 Subject to GC-24.4, any concept, copyrightable material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs and electronic software) or confidential information first developed, or produced or acquired by SUBCONTRACTOR or any of its employees or sub-contractors, or any of their employees, in the

performance of or otherwise in connection with this subcontract (collectively, "Work Product") shall to the extent not protected by third party patents or other third party intellectual property rights, be the property of CONTRACTOR upon creation, whether or not delivered to CONTRACTOR at the time of creation, and shall upon request by CONTRACTOR (but in no event later than final acceptance of the Services) be delivered to CONTRACTOR. Upon request by CONTRACTOR from time to time, SUBCONTRACTOR agrees to do all things reasonably necessary, at CONTRACTOR's expense and as CONTRACTOR directs, to obtain patents or copyrights on any portion of such Work Product, to the extent the same may be patentable or copyrightable. SUBCONTRACTOR further agrees to execute and deliver or cause to be executed and delivered such documents, including in particular instruments of assignment, as CONTRACTOR may in its discretion deem necessary or desirable to assign and transfer title to such Work Product as CONTRACTOR may direct and to carry out the provisions of this clause.

24.4 Nothing in this subcontract affects the intellectual property rights of either Party existing prior to the Effective Date, or requires the assignment or transfer of any proprietary business information, trade secrets, or know-how of the SUBCONTRACTOR.

GC-25 ASSIGNMENT AND SUBCONTRACTS

25.1 Any SUBCONTRACTOR assignment of this subcontract or rights hereunder, in whole or part, without the prior written consent of CONTRACTOR shall be void.

25.2 SUBCONTRACTOR shall not subcontract or form any association or cooperative arrangement with any third party for the performance of all or any portion of the Services without the prior written approval of CONTRACTOR. Purchase orders and subcontracts of any tier must include provisions to secure all rights and remedies of CONTRACTOR provided under this subcontract, and must impose upon the lower-tier associate, subcontractor and supplier all of the duties and obligations required to fulfill this subcontract.

25.3 Copies of all purchase orders and subcontracts are to be provided to CONTRACTOR upon request. Pricing may be deleted unless the compensation to be paid thereunder is reimbursable under this subcontract.

GC-26 SUSPENSION

26.1 CONTRACTOR may by written notice to SUBCONTRACTOR suspend the Work under this subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue Work to the extent specified in the notice, continue to maintain the status of the Work; take any other steps to minimize costs associated with such suspension and provide CONTRACTOR with estimates of potential suspension costs. During the term of any suspension, no less often than bi-weekly, SUBCONTRACTOR shall keep CONTRACTOR informed of the costs of the suspension already incurred and the estimated costs of continuing the suspension. SUBCONTRACTOR shall provide any information reasonably requested by CONTRACTOR in relation to such costs.

26.2 Upon receipt of notice to resume suspended Work, SUBCONTRACTOR shall immediately resume performance under this subcontract to the extent required in the notice.

26.3 SUBCONTRACTOR shall, subject to GC-18.4, be entitled to an equitable adjustment to the compensation and/or time(s) for completion on account of any suspension under GC-26.1 if and to the extent that such suspension is not instructed as a result of any breach of the Subcontract, willful misconduct or negligence of SUBCONTRACTOR.

GC-27 TERMINATION

27.1 CONTRACTOR may by written notice to SUBCONTRACTOR terminate the Work under this subcontract in whole or in part at any time, either for CONTRACTOR's convenience or for the default of SUBCONTRACTOR. Upon such termination:

(1) all data, plans, specifications, reports, estimates, summaries, lower-tier purchase orders and subcontracts, completed Works and Works in progress, other information and materials as may have been accumulated by SUBCONTRACTOR in performing this subcontract including all Work Product shall be delivered to CONTRACTOR.

(2) SUBCONTRACTOR shall immediately leave the Jobsite and comply with any reasonable instructions included in CONTRACTOR's notice for the protection of life or property or for safety of the works or Project; and

(3) CONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works.

27.2 If the termination is for the convenience of CONTRACTOR, an equitable adjustment in the compensation to be paid to SUBCONTRACTOR shall be made based upon the cost for completed Works, Works in progress and the reasonable costs incurred, or to be incurred, by SUBCONTRACTOR, due to such termination. All amounts claimed by SUBCONTRACTOR in respect of such termination shall be actual proven costs, substantiated with an appropriate level of documentation. No amount shall be allowed for anticipated profit on unperformed Works., or for loss of income, loss of opportunity or other loss of profit.

27.3 SUBCONTRACTOR shall be deemed in default only where SUBCONTRACTOR: (i) breaches any provision of this Subcontract and fails to rectify any such breach within a period of twenty-eight (28) calendar days from a notice by CONTRACTOR to SUBCONTRACTOR stating the breach, (ii) becomes insolvent, (iii) becomes the subject of voluntary or involuntary bankruptcy proceedings, (iv) makes an admission of inability to pay debts as due, or (v) makes an assignment for the benefit of creditors without obtaining CONTRACTOR'S prior written consent. If the termination is attributable to the default of SUBCONTRACT, CONTRACTOR shall have the right to complete such Works by whatever method CONTRACTOR may deem expedient. SUBCONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works under this Subcontract. An equitable adjustment in the compensation shall be made based upon the cost for completed Works. No amount shall be allowed for Works in progress, termination costs or anticipated profit on unperformed Works. However, SUBCONTRACTOR (and any person, whether natural or legal, providing a bond or guarantee in relation to SUBCONTRACTOR's obligations hereunder) shall be liable for all costs reasonably and necessarily incurred in completion of the Works, including costs of administration of any purchase order or subcontract awarded to others for completion. Such costs may be deducted by CONTRACTOR from such monies as may be due or thereafter become due to SUBCONTRACTOR, or CONTRACTOR may recover such costs as a debt due from SUBCONTRACTOR to CONTRACTOR.

GC-28 FINAL INSPECTION AND ACCEPTANCE

When SUBCONTRACTOR considers the Work under this subcontract are, or any Milestone is, complete and ready for acceptance, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR will conduct such reviews, inspections and tests as needed to satisfy CONTRACTOR that each Milestone, or upon completion, the Work conform to the subcontract requirements. CONTRACTOR will notify SUBCONTRACTOR of any nonconformance in writing and the provisions of GC-20 shall apply to the nonconformance as a defect. If the Work are accepted in Milestones such acceptance is partial pending

"Final Acceptance" of the Work as a whole. If all Work conform to the Subcontract requirements, CONTRACTOR shall issue a Certificate of Final Acceptance , which shall be final and conclusive with regard to determining completion of the Work except for fraud and CONTRACTOR's rights under GC-20, 22 and 23.

GC-29 NON-WAIVER

29.1 None of the following shall operate as, or be deemed to be, a waiver or release of SUBCONTRACTOR'S obligations under this subcontract:

(1) failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this subcontract;

(2) failure or delay to exercise any rights or remedies provided herein or by applicable law;

(3) failure to properly notify SUBCONTRACTOR in the event of breach of any obligation;

(4) the acceptance of, or payment for, any Services hereunder;

(5) the review or failure to review SUBCONTRACTOR submissions;

(6) the inspection and test by CONTRACTOR or the failure to inspect and test the Services; and

(7) the termination either in whole or in part of the Services under this subcontract.

29.2 Any waiver by CONTRACTOR of its rights or remedies under this subcontract must be in writing to be effective.

29.3 The remedies provided to CONTRACTOR are not mutually exclusive and CONTRACTOR'S exercise of any remedy or remedies will not prevent CONTRACTOR from exercising any other remedy or remedies it has under the subcontract or at applicable law.

GC-30 SEVERABILITY

The provisions of this subcontract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the subcontract shall continue in full force and effect so that the purpose and intent of this subcontract shall still be met and satisfied.

GC-31 SURVIVAL

All terms, conditions and provisions of this subcontract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this subcontract.

GC-32 GOVERNMENT RESTRICTED PARTIES AND COMMODITIES

32.1 SUBCONTRACTOR acknowledges that all applicable laws of any country of origin of commodities, software, technology or other regulated items shall apply to the exports of such commodities, software, technology or other regulated items under this subcontract. SUBCONTRACTOR also acknowledges that other applicable laws may restrict the use of certain parties in connection with this

subcontract. Such laws, rules and regulations are generally described below.

Restricted Parties Lists

The U.S. Government, foreign country governments and international organizations publish Restricted Parties Lists ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. SUBCONTRACTOR shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. SUBCONTRACTOR shall not enter into any transactions with any third party identified on any applicable Lists.

Licensing Requirements

(a) General: Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of conventional weapons of mass destruction, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. SUBCONTRACTOR shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software or technology or other regulated item.

(b) United States of America (USA) Export Licensing Requirements:

SUBCONTRACTOR is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work except for any commodity, software or technology supplied by CONTRACTOR. A copy of the export license, or rationale as to why a license is not required, shall be provided to CONTRACTOR upon request.

32.2 SUBCONTRACTOR shall be responsible for any delay resulting from SUBCONTRACTOR's failure to comply fully and timely with any such applicable laws described in GC-29.1 above.

32.3 SUBCONTRACTOR hereby agrees to indemnify, defend and hold harmless CONTRACTOR, its affiliates and their directors, officers, employees and representatives from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of SUBCONTRACTOR's failure to comply with its obligations under this clause.

GC-33 STANDARDS OF CONDUCT

33.1 In relation to the bribery of public officials and private sector employees, SUBCONTRACTOR shall comply with all applicable national, federal, state and local laws, ordinances and regulations of the United States of America and of all other jurisdictions including without limitation, of the United States of America, Kosovo and of all other applicable jurisdictions, including without limitation, all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "Act"). In addition, SUBCONTRACTOR shall:

(1) Comply with the principles of the World Economic Forum's Partnering Against Corruption Principles for Countering Bribery ("PACI Principles") set out in the World Economic Forum's 2005 publication Partnering Against Corruption Principles for Countering Bribery;

(2) Comply with the Act, the PACI Principles and any other applicable laws regarding corruption, bribery and the like "the Legislation";

(3) advise each of its lower-tier subcontractors regarding the purposes and provisions of the Legislation;

(4) ensure their subcontractors at any tier also comply with the Legislation;

(5) refrain and ensure that their subcontractors and suppliers at any tier refrain from taking any action that would cause CONTRACTOR to be in violation of the Legislation.

33.2 SUBCONTRACTOR shall institute and maintain procedures to document compliance with its obligations under this Clause GC-33, which shall be available at all times for inspection by CONTRACTOR, or their designated representatives. CONTRACTOR will have the right to audit, at any time, all such procedures and relevant documents. SUBCONTRACTOR shall be required to promptly provide any and all information sought by CONTRACTOR for the purposes of such audits.

33.3 In addition, and without prejudice to any other provision of this Subcontract, SUBCONTRACTOR represents and warrants to CONTRACTOR that it has not paid any money, provided any other item of value, or rendered any other benefit, nor has it promised to do so, for the sake of procurement of this Subcontract. Any breach of this representation or any other portion of this GC-30 shall be a material breach of this Subcontract and shall entitle CONTRACTOR to terminate the Subcontract for default upon written notice, with immediate effect and without any cure period. Such termination shall proceed pursuant to the terms of GC-27 titled "TERMINATION". Additionally, any breach of this GC-30 by SUBCONTRACTOR shall entitle CONTRACTOR to withhold from any payments due to SUBCONTRACTOR the value of any payments made or benefits rendered by SUBCONTRACTOR, without prejudice to any other remedy available under applicable law, and any breach of this GC-33 by CONTRACTOR shall entitle SUBCONTRACTOR to immediately cease the performance of the Services and withhold the delivery of any deliverables without prejudice to any other remedy available under applicable law.

33.4 SUBCONTRACTOR shall immediately notify CONTRACTOR of any violation of this GC-33. SUBCONTRACTOR understands that any violation of this GC-33 could result in the termination of this subcontract and any other agreement between the Parties or any of their affiliated companies and CONTRACTOR or any of its affiliated companies.

33.5 SUBCONTRACTOR agrees to include this GC-33 in each of its lower-tier subcontracts and to require its lower-tier subcontractors to include this clause in their subcontracts.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

EXHIBIT "B" – SPECIAL CONDITIONS APPENDIX B-1

SAFETY AND HEALTH (S&H) STANDARDS

TABLE OF CONTENTS

SECTION I – 100 SERIES

Item	Description	Page
1.0	Safety & Health (S&H) Policy - Zero Accident Philosophy	2
2.0	Responsibilities	2
3.0	Orientation & Training	5
4.0	Medical Services, Treatment, Reporting & Records	6
5.0	Safe Task/Job Analysis	6
6.0	Zero Injury Team	7
7.0	Reporting/Investigating Incidents & Accidents	7
8.0	Behavior Observation Process	7
9.0	Back Injury Prevention Program	7
10.0	S&H Assessments	7
11.0	Regulatory Agency Inspections	8
12.0	SUBCONTRACTOR Training for Process Safety Management	8

SECTION II – 200 SERIES

Item	Description	Page
13.0	Tools & Equipment	8
14.0	Hazard Communication	8
15.0	Emergencies & Evacuations	9
16.0	Bloodborne Pathogens	9
17.0	Personal Protective Equipment	9
18.0	Respiratory Protection	10
19.0	Hearing Conservation Program	11
20.0	Air Surveillance Program	11
21.0	Construction Non-Destructive Testing	11
22.0	Heat & Cold Stress Prevention	12
23.0	House Keeping,	12
24.0	Fire Prevention & Protection	12
25.0	Fall Prevention/Protection	14
26.0	Scaffolding	15
27.0	Barricades & Signs	15
28.0	Floor & Wall Openings	16
29.0	Excavations & Trenching	16
30.0	Vessels and Confined Spaces	17
31.0	Lock out/Tag out Procedure	17
32.0	Portable Ladders - Control & Inspection	17
33.0	Cranes & Material Handling	18
34.0	Suspended Personnel Platforms	18
35.0	Articulating Boom Platforms	19
36.0	Compressed Gas Cylinders	19
37.0	Electrical Equipment Inspection/ Assured Grounding/GFCI	19
38.0	Vehicle Operations	20
39.0	Night Work Requirements	20
40.0	Fork Lifts & Power Industrial Trucks	20

1.0 Safety & Health (S&H) Policy - Zero Accident Philosophy

1.1 SUBCONTRACTOR shall have a written Safety and Health (S&H) Policy which demonstrates an understanding that S&H concepts must be closely integrated into the total business process and are an integral part of the business strategy just as cost, schedule and quality are. The S&H Policy must be formally communicated to, and fully understood by, all levels of the SUBCONTRACTOR organization.

1.2 SUBCONTRACTOR'S S&H Policy shall:

1.2.1 State that adequate resources will be provided to apply the best known principles and techniques of loss prevention and performance measurement.

1.2.2 Require that SUBCONTRACTOR'S site managers and all supervisors clearly communicate SUBCONTRACTOR'S S&H expectations at all Project meetings and by way of their actions demonstrate a personal commitment to follow the S&H Policy at all times.

1.3 CONTRACTOR has adopted a "Zero Accident" philosophy that all work related accidents, incidents, injuries and illnesses are preventable, and which promotes:

1.3.1 The immediate identification and elimination of unsafe work practices and conditions in the work place.

1.3.2 A heightened awareness of individual responsibility and increased supervisory attention to detail.

1.3.3 Elimination of human error as a source of accidents, irrespective of rank or position in the organization.

1.3.4 Building a team safety mentality where each worker contributes to the effort and each supervisor is fully aware of the capabilities and limitations of their team.

1.3.5 A culture in which everyone accepts responsibility and accountability for their own and each co-worker's safety and health.

1.4 SUBCONTRACTOR shall adopt CONTRACTOR'S "Zero Accident" philosophy in performance of the Work under this subcontract, ensuring it is communicated to and fully understood by all levels of SUBCONTRACTOR'S organization. In its promotion of this philosophy, SUBCONTRACTOR shall incorporate methods and strategies to eliminate work related accidents, incidents, injuries and illnesses.

2.0 Responsibilities

2.1 SUBCONTRACTOR shall adopt and proceed in accordance with CONTRACTOR'S and/or OWNER'S Project S&H Plan and its implementing plans and procedures and, if directed by CONTRACTOR, provide additional supporting S&H plans and procedures.

2.1.1 SUBCONTRACTOR shall flow all Project S&H requirements to lower tier suppliers, subcontractors, and visitors and acknowledges it is responsible for the performance of its visitors and suppliers and subcontractors of every tier.

2.2 SUBCONTRACTOR shall require that management/supervisory actions demonstrate that cost, schedule, and quality concerns do not prevail over S&H Project requirements.

2.3 SUBCONTRACTOR shall delineate manager and supervisor roles and responsibilities, delegate

to them sufficient authority and control to effectively implement the S&H process, and establish a system which holds them accountable for S&H implementation.

2.4 SUBCONTRACTOR'S managers and supervisors shall be familiar with and enforce S&H rules, regulations, and laws and document all actions taken to ensure compliance with the S&H Plan to include work area audits and associated corrected actions.

2.5 SUBCONTRACTOR'S site manager shall support, promote, and participate in a CONTRACTOR Zero Accident/Incident Management Team. SUBCONTRACTOR shall also make available a number of hourly employees, agreed to by CONTRACTOR, to participate in Project S&H teams.

2.6 SUBCONTRACTOR'S site management shall attend and clearly communicate SUBCONTRACTOR'S S&H expectations at all employee S&H Orientations.

2.7 SUBCONTRACTOR site management, managers, and supervisors shall participate in scheduled, documented S&H assessments to be conducted by CONTRACTOR. SUBCONTRACTOR shall also conduct and document its self-assessments.

2.8 SUBCONTRACTOR'S managers and supervisors shall provide documented, positive reinforcement and recognition for safe behaviour and participate in a project behaviour based safety process.

2.9 SUBCONTRACTOR'S managers and supervisors shall attend, actively participate in, and consistently demonstrate strong leadership at weekly Toolbox Safety Meetings.

2.10 SUBCONTRACTOR'S managers and supervisors shall actively participate in documented pre-job planning activities. Specifically, Job Hazard Analysis' (JHA) and employee pre-task planning sessions known as Safe Task And Risk Reduction Talks (STARRT.).

2.10.1 JHA is used to identify, analyse, understand and mitigate potential hazards associated with repetitive or potentially hazardous work operations.

2.10.2 STARRT is a pre-task planning tool to be used by all supervisors, which allows the employees of a work group to review a task before starting work.

2.11 SUBCONTRACTOR'S S&H Representative shall actively participate in:

- the Project behaviour-based safety process and S&H orientation process,
- and/or provide specialised S&H training, such as confined space, fire watch, elevated work platforms, etc.

2.12 SUBCONTRACTOR shall inform all its Project personnel of potential hazardous conditions and/or near miss incidents and shall document such communications.

2.13 Before beginning any work, SUBCONTRACTOR shall require all lower tier suppliers and subcontractors to submit a written S&H Plan specific to their scope of work. SUBCONTRACTOR shall review and accept all such plans for compliance with CONTRACTOR and regulatory requirements.

2.14 SUBCONTRACTOR shall employ S&H Representative(s) acceptable to CONTRACTOR and when appropriate, such S&H Representative(s) shall be resident on the Project for all SUBCONTRACTOR work activities.

2.15 SUBCONTRACTOR shall:

- Require all supervisors attend a weekly Supervisor S&H Meeting held by CONTRACTOR,
- Participate in work area audits and root cause investigations,
- Have current copies of applicable codes and standards readily available,
- Conform to the Project Drug and Alcohol Program and/or requirements,
- Attend and participate in weekly Toolbox Safety meetings, and
- Complete, file and make available to CONTRACTOR weekly Toolbox Safety Meeting minutes.

2.16 SUBCONTRACTOR shall stop work if unknown or unanticipated hazards or work conditions evolve which place employees at risk or necessitate greater precautions than currently exist or are required in the Project S&H Plan. SUBCONTRACTOR shall immediately report all such incidents to CONTRACTOR.

2.17 SUBCONTRACTOR shall ensure that employees who engage in horse play, fighting, and gambling: who possess firearms; or who possess or use alcohol or unauthorized drugs will be removed from the Project/Jobsite.

2.18 SUBCONTRACTOR shall ensure that all of its personnel are required to wear clothing appropriate for the work being performed.

3.0 Orientation & Training

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

3.2 Before any SUBCONTRACTOR employees are placed on any worksite, Project required training shall be provided and verified by comprehension testing. Documentation of training and comprehension testing shall be maintained and made available to CONTRACTOR.

3.3 SUBCONTRACTOR shall update training materials to reflect changes in applicable laws, regulations or Project requirements.

3.4 SUBCONTRACTOR shall provide and require employees to attend specialized training applicable to their work (e.g. confined space, benzene, fire watch, etc).

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

3.6 All SUBCONTRACTOR employees shall attend their company specific New Employee Orientation, in addition to CONTRACTOR'S New Employee Orientation. SUBCONTRACTOR shall have a tracking system in place to ensure all employees attend the New Employee Orientations.

3.7 SUBCONTRACTOR shall have a system to clearly identify new employees for their initial thirty (30) days in the field (e.g. stickers, coloured hard hats, etc.).

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

4.0 Medical Services, Treatment, Reporting & Records

4.1 SUBCONTRACTOR shall maintain clean and orderly first aid treatment facilities and all emergency equipment shall be inspected daily to ensure effective operation.

4.2 Proper sterilization methods and materials shall be used and provision made for proper disposal of hazardous medical wastes, including a "sharps" container for the secure disposal of used needles and similar medical items.

4.3 SUBCONTRACTOR site personnel who provide medical treatment shall be properly trained and qualified, with a copy of their current certifications maintained on site.

4.4 SUBCONTRACTOR shall ensure injured employees are referred to qualified industrial/occupational medical providers if offsite treatment is needed and provide or obtain transportation for such offsite medical treatment.

4.5 The status of SUBCONTRACTOR employees injured on the Project and returned for modified duty shall be documented by the treating medical practitioner and reported to the CONTRACTOR S&H Supervisor.

4.6 SUBCONTRACTOR shall maintain and file its own workers' compensation or insurance claims forms as applicable and all medical records and reports shall be kept confidential.

4.7 When required by the nature of SUBCONTRACTOR'S medical responsibilities, SUBCONTRACTOR shall identify a panel of physicians it deems acceptable for rendering treatment for work related injuries and illnesses and a certified physician to function as its Medical Director. The Medical Director shall provide SUBCONTRACTOR with written medical directives/protocols that will be followed by all SUBCONTRACTOR medical personnel. Protocols shall be updated at least annually.

4.8 SUBCONTRACTOR'S S&H Representative shall review all return-to-work orders.

4.9 SUBCONTRACTOR medical records shall be maintained up-to-date. A weekly and monthly Injury/Illness and Hours Worked report shall be submitted to the CONTRACTOR S&H Supervisor on a form supplied by CONTRACTOR.

4.10 SUBCONTRACTOR shall develop a method for tracking the status of injuries and shall produce and provide to CONTRACTOR a weekly S&H Performance Report with that information. SUBCONTRACTOR shall distribute this report to its supervisory personnel and discuss the contents during safety meetings. SUBCONTRACTOR shall take measures to counter unsatisfactory trends and accurately document such efforts.

5.0 Safe Task/Job Analysis

5.1 SUBCONTRACTOR shall use CONTRACTOR'S Job Hazard Analysis system (JHA) and its employee pre-task planning process known as Safety Task And Risk Reduction Talks (STARRT) or, with CONTRACTOR review and acceptance, SUBCONTRACTOR equivalent systems.

5.2 JHA is used to describe work steps and identify, analyze, understand and mitigate hazards associated with repetitive or hazardous work operations. The JHA format will be provided by CONTRACTOR and completed by SUBCONTRACTOR.

5.3 The STARRT process is used at the beginning of every shift and prior to beginning any new task. Supervisors, with participation of the entire crew, identify potential hazards prior to starting work.

5.4 Supervisors shall ensure that their employees understand the purpose of, and participate in the

JHA and STARRT processes and shall use them as primary planning and lessons learned tools.

6.0 Zero Injury Team

6.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Zero Accident/Incident Teams (ZAT/ZIT) or, with CONTRACTOR review and acceptance, a SUBCONTRACTOR equivalent system.

6.2 Monthly Team meetings shall be held to focus on specific problems, work assignments, concerns arising from the observation process, audit and inspection reports, and negative injury trends, etc.

7.0 Reporting/Investigating Incidents & Accidents

7.1 SUBCONTRACTOR'S New Employee Orientation shall explain employee responsibility for reporting injury, illness, property damage and near miss incidents. SUBCONTRACTOR shall promptly report such information to CONTRACTOR and, unless otherwise directed, investigate, document and initiate corrective action. SUBCONTRACTOR'S written incident/accident investigation records shall be maintained in a format acceptable to CONTRACTOR with an initial copy provided within 24 hours of each occurrence.

7.2 SUBCONTRACTOR, if required, shall develop a written Notification and Investigation Procedure acceptable to CONTRACTOR. SUBCONTRACTOR'S S&H Representative shall oversee the investigation of all incident and accident cases and reports. Information derived from such reports shall be issued as lessons learned to all employees on the Project.

7.3 SUBCONTRACTOR shall ensure that no information pertaining to the investigation of any incident or accident is distributed or transmitted to third parties without first obtaining written approval from CONTRACTOR.

8.0 Behaviour Observation Process

8.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Safe Behaviour Observation Process during which observation data is collected and provided to CONTRACTOR for the identification of unsafe trends and development of appropriate remedial action. SUBCONTRACTOR observation team members shall be chosen from personnel exhibiting natural leadership ability.

8.2 SUBCONTRACTOR management personnel and supervisors shall be trained in behaviour based safety concepts and methodology, safety behaviour reinforcement, and the safety observation process.

9.0 Back Injury Prevention Program

9.1 SUBCONTRACTOR shall establish a Back Injury Prevention Program acceptable to CONTRACTOR. A back injury prevention program shall consist of morning stretching, continuing education, possibly the use of back support belts, etc. and shall apply to all employees.

9.2 The back injury prevention program shall be an integral part of SUBCONTRACTOR'S New Employee Orientation. Back injury prevention awareness training shall be conducted at least once per month.

10.0 S & H Assessments

10.1 SUBCONTRACTOR shall establish a documented assessment process acceptable to CONTRACTOR, which measures compliance with the Project S&H Plan and procedures and SUBCONTRACTOR'S own S&H processes and use this information to enhance safety awareness and improve overall safety performance.

10.2 CONTRACTOR will perform periodic S&H Project assessments. SUBCONTRACTOR shall provide CONTRACTOR with timely, complete and open access to its safety process, files, records, etc., and participate in these assessments as requested.

11.0 Regulatory Agency Inspections

11.1 SUBCONTRACTOR shall ensure its personnel know and comply with the procedures established for any type of government inspection and immediately notify the CONTRACTOR S&H Supervisor when a regulatory agency inspector requests Jobsite entry.

11.2 Following any regulatory agency inspection, SUBCONTRACTOR shall submit a written report to the CONTRACTOR S&H Supervisor which details all aspects of the inspection.

12.0 SUBCONTRACTOR Training for Process Safety Management

12.1 When directed by CONTRACTOR, SUBCONTRACTOR shall develop a Project specific Process Safety Management (PSM) Plan; ensure that affected employees and visitors receive PSM training; and participate in the investigation of PSM incidents.

12.2.1 Within the U.S., SUBCONTRACTOR shall have a written PSM Plan that complies with OSHA General Industrial Standard 1910.119.

SECTION II – 200 SERIES

13.0 Tools & Equipment

13.1 SUBCONTRACTOR shall ensure that all tools and equipment are used and maintained in accordance with manufacturer recommendations, have required guards in place, and are in good working order. Job-made or modified tools of any kind shall not be used, without CONTRACTOR'S written approval.

13.2 SUBCONTRACTOR shall only permit properly trained and certified employees to use powder-actuated tools and control access to powder-actuated charges. Documentation of relevant employee training and the use and disposal of charges shall be maintained and made available to CONTRACTOR. Each cartridge shall be accounted for and properly stored. No live or spent cartridges shall be left on the ground or disposed of in Project trashcans or other unauthorized on or off-site container.

13.3 SUBCONTRACTOR will ensure that excess flow valves are installed on air manifolds and compressors supplying air to >1/2 inch (or equivalent metric) ID hoses.

13.4 SUBCONTRACTOR shall ensure that work is performed only in areas and at times where adequate illumination exists. SUBCONTRACTOR shall provide all lighting required to safely perform work. Artificial lighting equipment shall be manufactured to a recognized international standard acceptable to CONTRACTOR.

14.0 Hazard Communication

14.1 SUBCONTRACTOR shall have a written Hazard Communication Plan and, as required, implementing procedures describing the method it will use to communicate the hazards associated with chemical handling, use, storage and disposal. The plan shall be submitted and acceptable to CONTRACTOR prior to beginning work and shall comply with the Project Construction Environmental Control Plan.

14.2 SUBCONTRACTOR shall seek approval from CONTRACTOR for chemicals to be brought onto

any work site and make available to CONTRACTOR Material Safety Data Sheets (MSDS) for each hazardous material purchased and/or carried onto a worksite. Materials that arrive without an MSDS shall be quarantined and not released until the MSDS is received on site and the material is approved for use by CONTRACTOR. SUBCONTRACTOR shall maintain a list of hazardous materials on site and the quantities of each.

14.3 SUBCONTRACTOR shall ensure that employees are trained in the recognition, proper handling and use of hazardous substances. However, specific hazardous material training shall be provided for employees whose work involves the use of a hazardous material. Records of such training shall be maintained and made available to CONTRACTOR.

14.4 SUBCONTRACTOR shall properly label all hazardous substances and/or chemicals that have been transferred from the manufacturer's container into another container. Inspections shall be made and documented by the SUBCONTRACTOR to ensure that adequate labeling occurs.

15.0 Emergencies & Evacuations

15.1 SUBCONTRACTOR shall have an Emergency Response Plan and provide all emergency equipment and supplies needed to support the Work and each worksite. The plan will address emergency evacuation, medical emergencies, natural disasters, etc. The plan shall include emergency alarm systems, assembly and evacuation points, an employee head count process, and provisions for employee training before entering the Jobsite and any specific worksite. Periodic tests and drills shall be conducted as required.

15.2 SUBCONTRACTOR shall ensure that Emergency Response Plan requirements are clearly communicated to its Project personnel. Such communication and employee comprehension and participation shall be documented.

16.0 Bloodborne Pathogens

16.1 SUBCONTRACTOR shall adopt and submit an adequate Exposure Control Plan addressing an acceptable Bloodborne Pathogens Program.

16.2 SUBCONTRACTOR employees who are exposed to bloodborne pathogens shall be properly trained regarding their responsibilities, required control measures, and personal safety. Proper personal protective equipment shall be used when exposure hazards exist. Each SUBCONTRACTOR employee whose job duties puts them at risk of exposure (i.e. medic, nurse, first aid person, etc.) shall be offered vaccinations and documentation of the vaccination or declination shall be maintained and made available to CONTRACTOR.

16.3 SUBCONTRACTOR shall provide all its employees with a general overview on the hazards associated with bloodborne pathogens, possible means of exposure, and proper control methods.

16.4 Provisions shall be made for proper disposal of hazardous medical wastes and a sign posted in the treatment area warning of biohazards. A "sharps" container acceptable to CONTRACTOR shall be maintained in the first aid area for the secure disposal of used needles and similar medical waste. Proper sterilization methods and materials shall be used.

17.0 Personal Protective Equipment

17.1 SUBCONTRACTOR shall require employees to wear eye protection equipped with hard side shields (safety glasses) manufactured to an international standard acceptable to CONTRACTOR. This applies to prescription eyewear as well. SUBCONTRACTOR shall monitor the eye protection worn by its employees and take immediate corrective actions when non-compliance occurs.

17.2 Employees performing grinding and buffing operations shall wear face shields and safety glasses

or mono goggles. During welding, welders shall wear safety glasses and hardhat/welding hood combinations manufactured to an international standard acceptable to CONTRACTOR. Welding screens shall be used to protect other employees from the hazards associated with direct welding arc rays.

17.3 SUBCONTRACTOR employees with field responsibilities shall wear sturdy work shoes or boots acceptable to CONTRACTOR.

17.4 SUBCONTRACTOR shall provide its employees with life jackets when working over or near open water and shall require their use. SUBCONTRACTOR supplied life rings, rope and a rescue vessel acceptable to CONTRACTOR shall be in place when a drowning threat exists.

17.5 SUBCONTRACTOR employees who handle chemicals or harmful substances shall be trained and shall wear appropriate personal protective equipment per the chemical manufacturer's recommendations.

17.6 Hardhats manufactured to an international standard acceptable to CONTRACTOR shall be worn with the brim forward at all times when in the field. Company and employee name shall be conspicuously displayed.

17.7 SUBCONTRACTOR shall:

17.7.1 Require all employees to wear long pants and a suitable shirt, with no less than 4" or 10 cm sleeves, as the minimum Project work clothing.

17.7.2 Provide and require the use of hearing protection, manufactured to an international standard acceptable to CONTRACTOR, whenever a hearing hazard exists.

17.7.3 Make available adequate hand and arm protection, manufactured to an international standard acceptable to CONTRACTOR, to all manual labor. The type of protection worn shall be selected according to the hazard to be protected against.

17.7.4 Require the use of appropriate safety harnesses and lanyard systems, manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of work from unprotected heights and/or work in spaces where their extraction in an emergency situation would be facilitated by the use of such equipment (e.g., confined spaces).

17.7.5 Provide and require the use of appropriate electrical protection equipment (e.g., rubber gloves, sleeves, blankets, etc.), manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of exposure to energized electrical equipment.

17.7.6 Ensure that all personal protective equipment is inspected at regular intervals, and tested in accordance to manufacturer's guidance, and conform to international standards.

18.0 Respiratory Protection

18.1 SUBCONTRACTOR shall provide and require the use of appropriate respiratory protective equipment, manufactured to an international standard acceptable to CONTRACTOR, whenever a respiratory system hazard exists.

18.2 SUBCONTRACTOR shall have an acceptable Respiratory Equipment Procedure. The procedure shall name a qualified supervisor responsible for its enforcement, set requirements for the use, care and sanitation of respiratory equipment, and establish a program to train its personnel in use, storage, maintenance, inspection, and cleaning of respiratory equipment.

18.3 SUBCONTRACTOR supervisors shall notify CONTRACTOR'S S&H Supervisor before starting any work that requires employees to wear respiratory protection.

18.4 Provisions shall be made for employees who wear corrective lenses and are required to wear full-face respiratory protection. These provisions shall include rotation from such respiratory protection work and eyeglass inserts or special lenses, as/if required.

18.5 Training shall be provided on the inspection, use, sanitary care, and limitations of respiratory equipment. The records of such training shall be maintained by SUBCONTRACTOR and made available to CONTRACTOR.

18.6 A competent person shall be trained and designated by SUBCONTRACTOR to store, maintain, inspect, and clean respiratory equipment.

19.0 Hearing Conservation Program

19.1 SUBCONTRACTOR shall have an acceptable Hearing Conservation Procedure. The procedure shall include noise surveys, engineering controls, the procurement and use of low noise equipment when possible, posting of signs and warnings for areas found to require hearing protection, and training on hearing protection devices used on the Project.

19.2 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall provide equipment for sampling and monitoring noise levels. This equipment shall be calibrated before and after use and all measurements documented and made available to CONTRACTOR.

19.3 SUBCONTRACTOR shall ensure that employees who are exposed to noise at or above an 8-hour TWA of 85dBA receive the required annual training.

20.0 Air Surveillance Program

20.1 SUBCONTRACTOR shall identify work activities which could lead to potentially hazardous atmospheric conditions caused or created by SUBCONTRACTOR or lower-tier supplier or subcontractor activities, for example the operation of fuelled equipment inside an enclosed area, welding, the use of hazardous or toxic materials, etc. Additionally, SUBCONTRACTOR shall monitor and institute mitigating steps to prevent exposure to such conditions.

20.2 SUBCONTRACTOR shall provide equipment adequate for aerial sampling and monitoring and develop an Air Surveillance Procedure covering sampling, monitoring, and identification of source contaminants. Such equipment shall be operated only by qualified personnel and it shall be calibrated pre and post use per manufacturer protocol. Surveillance logs, records and results shall be maintained and made available to CONTRACTOR.

21.0 Construction Non-Destructive Testing

21.1 Radiography work shall be performed under a CONTRACTOR issued "Permit for Radiography" and only by subcontractors possessing the proper licenses and certificates. CONTRACTOR shall approve each such activity prior to its commencement.

21.2 If SUBCONTRACTOR uses lower-tier subcontractors for the purpose of nondestructive testing, it shall ensure such lower-tier subcontractors have the required permits and licenses, which shall be made available to CONTRACTOR. Any laboratory used to analyze samples shall also be acceptable to CONTRACTOR.

21.3 SUBCONTRACTOR shall submit a Radiography/Non-Destructive Testing Safety Procedure to CONTRACTOR for review and acceptance prior to any such work taking place.

21.4 Perimeter areas around radiographic work shall be properly barricaded and posted with appropriate warning signs and SUBCONTRACTOR shall conduct perimeter surveys whenever radiography is in progress.

21.5 SUBCONTRACTOR shall instruct employees on the potential for radioactive hazards during radiography and the precautions to be followed in the event of an emergency.

21.6 SUBCONTRACTOR shall inspect the work area and when satisfied that risks have been controlled, will sign the Permit to Work indicating full understanding of all precautions to be observed prior to commencement of radiography.

21.7 SUBCONTRACTOR must carry an identification card, as required by the project, showing the individual's classification level and the type of non-destructive testing discipline for which the SUBCONTRACTOR is qualified.

22.0 Heat & Cold Stress Prevention

22.1 SUBCONTRACTOR shall have an acceptable operating and emergency procedures for heat and/or cold stress.

22.2 SUBCONTRACTOR shall ensure that all field employees, especially front line supervisors, are trained on the warning signs/symptoms of early heat or cold related disorders, and instructed on the clothing and work methods best suited to avoid heat and/or cold stress. Stay times shall be developed to reduce the possibility of heat or cold related disorders.

22.3 SUBCONTRACTOR shall provide an immediately accessible, adequate, and sanitary potable water supply during all periods of the day and have available electrolyte replacement drinks or tablets during seasons of the year when heat stress may occur.

23.0 House Keeping

23.1 SUBCONTRACTOR eating and sanitary facilities (either shared or SUBCONTRACTOR controlled) shall be maintained in a clean and sanitary condition at all times.

23.2 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall, at all worksites, provide clean, potable drinking water for its employees in a safe, hygienic manner. "Community" or common use cups shall not be used.

23.3 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall provide and maintain its own sanitary toilet facilities for its employees. The daily facilities cleaning, and maintenance, and method and location of waste disposal shall be to a high standard acceptable to CONTRACTOR.

23.4 SUBCONTRACTOR shall ensure that any instances of poor housekeeping resulting in the creation of a tripping, slipping, fire hazard or loss are corrected immediately.

23.5 SUBCONTRACTOR shall ensure that its assigned office areas are clean and regularly maintained. Laboratories and workshops shall be maintained clear of debris, waste and other rubbish, which shall be disposed of in accordance with manufacturer guidelines and the Project's waste management procedure/plan.

24.0 Fire Prevention & Protection

24.1 SUBCONTRACTOR shall have an acceptable Fire Protection and Prevention Plan specific to the scope of work under this subcontract.

24.2 SUBCONTRACTOR shall provide all fire protection and prevention equipment necessary for its operations, including, but not limited to fire hose, nozzles, extinguishers, etc. SUBCONTRACTOR shall provide an adequate number of fire extinguishers of the correct size and type for its work activities. Extinguishers shall be maintained per manufacturer's recommendations, inspected monthly, and tested annually. SUBCONTRACTOR shall train employees in the proper use of fire extinguishers.

24.3 SUBCONTRACTOR shall include in its Fire Protection and Prevention Plan a plan to ensure that fire protection equipment is placed and maintained in proper locations as work progresses.

24.4 SUBCONTRACTOR shall monitor its work and office areas to ensure that all doors, stairwells, aisles and means of egress are kept clear and unobstructed at all times.

24.5 SUBCONTRACTOR shall ensure all exits are clearly marked and adequately lighted, and that all emergency lights remain functional.

24.6 SUBCONTRACTOR shall have an acceptable Flammable and Combustible Material Storage Procedure setting out the requirements for the handling, storage, and use of flammable and combustible liquids, and shall ensure they are stored properly, dispensed in safety cans manufactured to an international standard acceptable to CONTRACTOR, and areas designated for these activities are maintained in an orderly fashion. All hazardous areas shall be posted with appropriate signs and access shall be controlled.

24.7 Where temporary welding enclosures are required, SUBCONTRACTOR shall ensure that these enclosures are constructed with flame resistant materials (such as fire blanket).

24.8 SUBCONTRACTOR shall instruct its employees in regards to the facility/Project smoking policy and monitor to ensure that posted "no-smoking" zones are observed.

24.9 SUBCONTRACTOR office areas shall be monitored to reduce and control storage and loading of combustible materials. Material shall be well arranged and aisles maintained open and clear of obstructions. Stored material shall be kept away from heat sources and the use of extension cords minimized. Fire hydrants and fire lanes shall be kept clear and unobstructed and a minimum of 18 inches or 1/2 meter of free space shall be maintained around sprinkler heads when working in facilities with sprinkler systems.

24.10 SUBCONTRACTOR shall ensure that combustible waste containers are kept covered and emptied regularly; storage closets are maintained in an orderly condition and not used to store hazardous or toxic chemicals; and equipment rooms, cable trays and raceways are free of combustible material, debris, or trash.

24.11 SUBCONTRACTOR shall protect its personnel against welding and cutting hazards, ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding, and address fire concerns including fire watches where necessary.

24.12 SUBCONTRACTOR shall have a Cutting, Welding and Grinding Procedure for the maintenance and inspection of welding, grinding, or cutting equipment and ensure that the procedure is implemented and maintained.

24.13 SUBCONTRACTOR shall ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding or cutting. Fire prevention and fire precautions training will be given to all Supervisors, Foremen, Fire Watches, Authorized Hot Work Permit Applicants, Security personnel, Stores personnel and selected employees. For hot work operations, SUBCONTRACTOR shall ensure that all inspections required by the Hot Work Permit are carried out as per Permit requirements. The SUBCONTRACTOR shall use the Project Hot Work Permit as specified in the S&H Execution Plan.

24.14 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall not permit open fires on the Jobsite.

25.0 Fall Prevention/Protection

25.1 SUBCONTRACTOR shall have an acceptable Fall Prevention/Protection Procedure that makes maximum use of primary fall protection systems, such as scaffolds, aerial lifts, personnel hoists, etc.

25.2 SUBCONTRACTOR shall evaluate all overhead work for fall exposures and shall pre-plan and install required fall protection systems prior to assigning the work to employees.

25.3 SUBCONTRACTOR shall require the inspection of fall protection equipment prior to each use. Defective equipment shall be removed from service and destroyed.

25.4 SUBCONTRACTOR shall make maximum use of primary fall prevention systems such as scaffolds, aerials lifts, personnel hoists, etc. These systems shall be equipped with complete working/walking surfaces free of floor openings, with standard guardrail systems in place and a safe means of access.

25.5 SUBCONTRACTOR shall adopt a 100% fall protection policy that makes provision for secondary fall protection (full-body harness) for all employees who are working or travelling more than 6 feet or 2 meters above ground. All fall protection devices shall be manufactured and used in accordance with a recognized international standard acceptable to CONTRACTOR. NOTE: Approved full-body safety harnesses are to be used for employee fall protection where primary fall prevention systems are inadequate and fall exposures exist.

25.6 Where lifeline systems are used, anchor points shall be capable of supporting at least 5,000 pounds or 2275 kg. Lifelines shall be installed and maintained by qualified persons who are competent and possess the rigging knowledge necessary to ensure the integrity and safety factors necessary for lifeline system installation. Lanyards shall be secured to vertical lifelines by rope grabs only. Knots, painters-hitches, or loops are not acceptable. Horizontal lifelines shall have tie-off points at least waist high.

25.7 SUBCONTRACTORS using retractable lifeline devices shall secure them by means acceptable to CONTRACTOR and in all cases by a means capable of supporting at least 5000 pounds or 2275 kg.

25.8 SUBCONTRACTOR shall require employees to wear an approved safety harness/lanyard system if they work from ladders where the fall exposure is less than 6 feet or 2 meters, and they are unable to maintain 3-point contact.

25.9 In situations where a fall could result in impalement or other injury (i.e. working over a hot process, operating equipment), SUBCONTRACTOR shall ensure that fall protection equipment is utilized regardless of the potential falling distance.

25.10 SUBCONTRACTOR shall ensure that vertical impaling objects such as rebar will have the ends capped with an article such as a block of 2 X 4 inch (5 X 10 cm) wood, rebar cap, or other item which adequately covers the impaling end of the object.

25.11 SUBCONTRACTOR shall ensure that personnel travelling from one location to another in elevated positions utilize auxiliary fall protection equipment, such as static lines, perimeter guards, or other suitable means.

25.12 SUBCONTRACTOR shall ensure that a competent person inspects personal Fall Protection

equipment at least every three months.

26.0 Scaffolding

26.1 SUBCONTRACTOR shall have an acceptable Scaffolding Procedure and use scaffold material acceptable to CONTRACTOR.

26.2 Scaffold platforms shall be fully planked or decked out, capable of supporting 4 times the maximum intended load, and all sides protected by a standard guardrail system. The top rail shall be approximately 42 inches or 110 cm from the platform. A mid-rail and 4 inch or 10 cm toe-board shall be installed.

26.3 SUBCONTRACTOR erected scaffolds where employees are working/passing below shall have planking or netting installed from the platform to the top rail.

26.4 SUBCONTRACTOR shall adopt or develop a scaffold tagging system compatible with the CONTRACTOR three-tag system. CONTRACTOR uses a red tag to indicate scaffolds under construction or demolition, yellow to indicate scaffolds that are complete but have hazards associated with them, and green to indicate scaffolds erected to a complete, safe standard. SUBCONTRACTOR may duplicate the CONTRACTOR system.

26.5 SUBCONTRACTOR shall provide safe access/egress to all levels of scaffolds. Scaffold platform accesses shall be protected to prevent the possibility of accidental fall through utilizing secured access gates.

26.6 SUBCONTRACTOR shall erect or modify scaffolds under the direction of a trained, competent scaffold builder whose resume and qualifications have been reviewed and accepted by CONTRACTOR. This scaffold builder shall sign all scaffold tags and perform and document inspections before initial use, including initial use following alteration, and daily thereafter.

26.7 SUBCONTRACTOR must have a qualified, professional engineer design all special scaffolds, two point suspension scaffolds, and all scaffolds over 125 feet or 38 meters in height.

26.8 SUBCONTRACTOR shall provide scaffold user training to all employees, shall verify employee comprehension by testing and shall maintain training and testing records which will be made available to CONTRACTOR.

27.0 Barricades & Signs

27.1 SUBCONTRACTOR is responsible for erecting and maintaining barricades and barriers in a manner that provides adequate protection and does not, without prior CONTRACTOR approval, impede the work of other subcontractors.

27.2 Barricades and barriers erected by SUBCONTRACTOR shall have appropriate signs and tags indicating the nature of the hazard and the responsible supervisor, i.e., yellow and black for "CAUTION" or red and black for "DANGER." Barricades left after dark on or in close proximity to roadways shall be properly equipped with flashing amber lights.

27.3 Barrier devices, including barrier tape, shall not be used as a substitute for a barricade as they do not offer adequate fall protection. Barrier devices shall be used only in those applications where temporary identification of a hazard is needed; but not as a primary.

27.4 SUBCONTRACTOR shall ensure that employees understand and comply with barricade and barrier procedures (i.e. prohibited entry into red barrier taped areas).

27.5 Where hazards are expected to exist for more than 24 hours (e.g., excavations),

SUBCONTRACTOR shall ensure that a physical barricade is erected using wooden or metal guardrails. A tag or sign shall be attached or posted to indicate the hazard, the supervisor responsible for the area, and other pertinent warnings.

27.6 SUBCONTRACTOR shall ensure that barricades are complete (i.e., the work area is entirely isolated and identified). The barricaded area will be of sufficient size to afford appropriate protection.

27.7 As appropriate for the scope of work, SUBCONTRACTOR shall ensure that required safety signs are posted (e.g., prohibition signs, warning signs, mandatory action signs, fire safety signs, etc).

27.8 SUBCONTRACTOR shall ensure that all emergency exits, passageways, fire doors, first aid stations, eye wash stations and emergency muster points in the assigned work areas are highlighted with safety condition signs. Warning signs shall be erected and displayed for fire hazards, electrical equipment, openings, overhead working, noisy areas, utilities, overhead power lines, and other hazards.

28.0 Floor & Wall Openings

28.1 SUBCONTRACTOR shall review the fall hazards involved in its scope of work and construct standard handrail systems where required. Handrails shall be constructed with the top rail 42 inches or 110 cm from the floor or platform level and shall have a mid-rail and toe-board. Toe-boards shall extend 4 inches or 10 cm above the floor or platform level.

28.2 SUBCONTRACTOR shall install vertical support posts for handrails at intervals of not more than 8 feet or 2.5 meters.

28.3 SUBCONTRACTOR shall barricade all floor openings, or install properly labelled and substantial covers (3/4 inch, or equivalent metric, exterior grade plywood able to withstand at least twice the anticipated load). All floor-opening covers shall be stencilled or painted with this statement: "OPEN HOLE - DANGER, DO NOT REMOVE".

28.4 SUBCONTRACTOR shall ensure that anyone working inside of a barricaded area around a floor opening or wall opening is required to wear and use a safety harness.

28.5 If a floor hole, a floor opening, or a wall cover needs to be removed for a short period of time, SUBCONTRACTOR shall ensure that an employee is assigned to guard the area involved to keep personnel away from it. If a cover has to be removed for an extended period of time, a substantial guardrail must be erected around the opening.

29.0 Excavations & Trenching

29.1 SUBCONTRACTOR shall not commence any excavation or trenching work unless under the supervision of a competent person qualified to classify soils and not until they have obtained permission and complied with the conditions of all required approval and permit authorities. Permits shall be kept on file and available to CONTRACTOR.

29.2 SUBCONTRACTOR shall have an engineered drawing for reference showing the location of all underground services and/or utilities and will make all required notifications prior to commencing any excavation.

29.3 Spoil material shall be kept at least 3 feet or 1 meter away from the excavation edge and where trenches or excavations will exceed 4 feet or 1.5 meters in depth, the SUBCONTRACTOR shall use protective systems acceptable to CONTRACTOR. No more than 25 feet or 7 meters of lateral travel shall be required in any trench to reach a ladder. Warning signs and barricades shall be installed in a manner that prevents accidental entry into the trenched or excavated area and all

trenches and excavations shall be inspected daily.

30.0 Vessels & Confined Spaces

30.1 SUBCONTRACTOR shall have a Confined Space Procedure acceptable to CONTRACTOR which requires all confined space work be performed only under a SUBCONTRACTOR issued, logged, and numbered permit. SUBCONTRACTOR is responsible for air evaluation, monitoring in confined spaces, and training all employees in associated hazards. At a minimum, in newly constructed confined spaces with little hazard of airborne contamination, monitoring for oxygen and explosive gasses shall be conducted. Monitoring equipment shall be provided by the SUBCONTRACTOR, calibrated to manufacturer recommendations and all calibration documented. All employees conducting air monitoring shall have proper, documented training. All calibration and training records shall be made available to CONTRACTOR.

30.2 SUBCONTRACTOR shall review its work areas and ensure confined spaces have been identified and marked accordingly. CONTRACTOR shall examine each confined space before initial entry to evaluate the specific hazards and SUBCONTRACTOR'S safety precautions.

30.3 Prior to each entry into a confined space SUBCONTRACTOR shall ensure:

30.3.1 The permit conditions are fully complied with and the permit is conspicuously posted at the confined space and all entrants sign a log upon entering (and exiting) the confined space,

30.3.2 Proper ventilation equipment is in operation,

30.3.3 All electrical service is low voltage or GFCI protected,

30.3.4 Adequate access/egress from the confined space is provided,

30.3.5 A task specific rescue plan has been developed and reviewed with all involved employees, and

30.3.6 All external sources of atmospheric contamination are isolated.

30.4 SUBCONTRACTOR shall have safety watch personnel (confined space attendants) in place, an emergency rescue team available, and inform all employees how to summon assistance.

30.5 When Hot Work is required in a confined space, SUBCONTRACTOR shall ensure that no source of ignition is introduced into a confined space until appropriate control measures are implemented and test results verify that dangerous air contamination and/or flammable and/or explosive substances do not exist within the confined space.

31.0 Lock out/Tag out Procedure

31.1 SUBCONTRACTOR shall strictly comply with CONTRACTOR'S lock-out/tag-out requirements and procedure and instruct and test its employees in lock-out/ tag-out requirements.

32.0 Portable Ladders - Control & Inspection

32.1 SUBCONTRACTOR shall use ladders constructed of wood or fiberglass (not metal) with non-slip feet and only wooden ladders treated with preservative.

32.2 SUBCONTRACTOR will erect ladders so that access/egress areas are unobstructed.

32.3 SUBCONTRACTOR shall have an acceptable Ladder Inspection Procedure for the documented

quarterly inspection of ladders. To achieve this, an identification method (i.e. company name and number) and means to indicate inspection status (i.e. tape) shall be developed.

32.4 SUBCONTRACTOR will use ladders for egress and/or to conduct low level work of short duration and will not use ladders in lieu of scaffolds as a primary means of conducting work of longer duration.

32.5 SUBCONTRACTOR shall ensure that two or more people will not work from the same ladder unless it is specifically designed for two people.

32.6 SUBCONTRACTOR shall ensure that side rails of all ladders that are in use extend 36 inches (91.4 cm) above the landing (when this is not practical, grab rails shall be installed). SUBCONTRACTOR shall ensure that ladders in use are tied, blocked or otherwise secured to prevent displacement.

32.7 SUBCONTRACTOR shall ensure that straight ladders are no longer than 20 feet (6 meters), extension ladders are no longer than 36 feet (11 meters), and stepladders and platform ladders are no longer than 12 feet (3.7 meters), as determined by the front rail.

33.0 Cranes & Material Handling

33.1 SUBCONTRACTOR shall inspect and maintain rigging and lifting equipment, monitor all lifts to ensure acceptable lifting practices are followed, and designate a qualified supervisor to determine the methods and develop plans for all rigging operations.

33.2 SUBCONTRACTORS performing lifts in excess of 10 tons shall submit a lifting plan to CONTRACTOR for review and acceptance prior to performing the lift. If the lift is over 50 tons or classified as critical (exceeding 90% of the crane capacity chart, a two-crane lift, any lift over operating or occupied facilities or process pipe racks, or near power lines) the SUBCONTRACTOR shall submit a detailed rigging plan with all applicable supporting calculations to CONTRACTOR for review and acceptance prior to the lift.

33.3 All cranes supplied by SUBCONTRACTOR shall have current, annual, documented inspections of sufficient detail to be acceptable to CONTRACTOR. Inspection documentation shall be maintained and made available to CONTRACTOR prior to Jobsite use.

33.4 SUBCONTRACTOR shall provide and ensure that operators are qualified, trained, and keep daily inspection logs for all equipment and that chain-falls, inertia reels, etc. have a documented inspection annually (including load tests). All rigging equipment shall undergo a visual inspection prior to each use and a documented inspection quarterly (a color code system shall be used to achieve this). All capacities shall be clearly indicated on lifting devices.

33.5 SUBCONTRACTOR shall ensure all rigging is stored properly (i.e. on racks or in protected areas), crane operations maintain minimum safe distances from high voltage lines, and the area within a crane's counter weight and housing swing radius is properly barricaded whenever personnel can enter that area.

34.0 Suspended Personnel Platforms

34.1 SUBCONTRACTOR shall have an acceptable Lift Procedure prior to using any suspended personnel platform. The procedure shall include, but not be limited to, employee training, pre-lift meetings, trial lifts, and platform inspection.

34.2 SUBCONTRACTOR shall perform a visual inspection, checking for the condition of the basket and lifting bridal (signs of rust, corrosion, damage, and cable condition) prior to use.

34.3 Personnel platforms (baskets) provided by SUBCONTRACTOR shall be designed by a qualified engineer and manufactured by competent personnel. They shall have permanent markings indicating maximum weight.

34.4 If CONTRACTOR approves the use of crane suspended personnel platforms, SUBCONTRACTOR shall thoroughly inspect the crane/derrick and ensure the following: an operational anti two block device and locking devices on the hook; free fall capacity, if present, is locked out or disabled; the area under the lift is isolated by barrier tape and signs; and there is a positive means of communication between the crane operator and employees in the suspended personnel platform. Employees in the platform shall wear full body harness attached to a designated anchor point.

35.0 Articulating Boom Platforms

35.1 Machines manufactured and used for elevated personnel platform work (JLG, Hi-lift, etc.) shall be operated and maintained in accordance with manufacturer recommendations and only by trained and qualified individuals. Training and comprehension test records shall be maintained on file at the Jobsite and made available to CONTRACTOR upon request.

35.2 All persons inside work platforms shall wear a full body harness attached to a designated anchor point. Personnel shall only stand on the platform floor (i.e. standing on the railing is prohibited). A fire extinguisher shall be provided on all such equipment. Equipment used to hoist personnel shall not be used for material, if this constitutes a hazard.

36.0 Compressed Gas Cylinders

36.1 SUBCONTRACTOR shall have an acceptable Gas Cylinder Use and Storage Procedure that allows for proper use and storage of compressed gas cylinders. The procedure shall include segregation by type, proper signage, protective isolation of fuel gasses from oxygen, provisions to keep cylinder caps in place when provided by the supplier, positive upright securing of bottles, and maintenance of safe distances from ignition sources.

36.2 SUBCONTRACTOR shall provide cradles and/or cages for lifting compressed gas cylinders and ensure that cylinders being transported are secured and in the upright position.

36.3 SUBCONTRACTOR shall ensure that:

36.3.1 Each individual cylinder turned off by a key wrench is provided with a key wrench whenever in use;

36.3.2 Damaged cylinders are removed from service, tagged "DANGER – DO NOT USE" and reported to the appropriate supervisor and the CONTRACTOR S&H office;

36.3.3 Cylinder-to-cylinder connections are never made for the purpose of gas transfer; and,

36.3.4 Cylinder protective caps are never used for lifting or handling cylinders.

37.0 Electrical Equipment Inspection/Assured Grounding/GFCI

37.1 SUBCONTRACTOR shall implement and fully comply with the CONTRACTOR Electrical Equipment Inspection and Assured Grounding Procedure, which includes quarterly colour code changes and/or shall use ground fault circuit interrupters (GFCI) on all temporary electrical applications. Employees shall be trained in electrical hazards.

37.2 SUBCONTRACTOR shall ensure all tools are checked for electrical continuity after repairs, maintain records of all tool inspections, and make these records available to CONTRACTOR.

37.3 SUBCONTRACTOR shall ensure that generators and welding transformers are maintained in good condition, the area around generators are maintained free of oil and diesel spills, all rotating components are guarded, grounding/earthing is provided, and outlets are in good condition with no exposed conductors.

38.0 Vehicle Operations

38.1 SUBCONTRACTOR shall ensure vehicles are registered/licensed, maintained in a roadworthy condition, and operated in a safe manner in accordance with manufacturer recommendations and vehicle operators are healthy, unimpaired, have the required operators license, and observe established road and/or Jobsite regulations.

38.2 SUBCONTRACTOR shall provide a seat belt for each vehicle passenger and enforce the wearing of seat belts any time a vehicle is in motion. Busses provided for Project transportation may be exempt from this requirement, if authorized by CONTRACTOR in advance of their use.

38.3 SUBCONTRACTOR shall ensure that the focus of the site layout for their assigned area(s) involves the separation of pedestrian and vehicle routes from each other, and establishes appropriate roadway design and layout. Pedestrian routes shall be clearly signed/marked.

39.0 Night Work Requirements

39.1 SUBCONTRACTOR shall ensure that the lighting provided is adequate for the work and personnel are not working in the shadows. SUBCONTRACTOR shall perform regular inspection and maintenance of lighting equipment and ensure that all lighting equipment installed has been checked and certified in accordance with local procedure or building code requirements. SUBCONTRACTOR shall ensure that cables and other material are located in a way that prevents trip hazards.

39.2 SUBCONTRACTOR shall ensure that bulbs in light fixtures are protected from breakage (as designed by the manufacturer or as required by regulating agencies). Lighting fixtures shall be positioned to prevent employees from coming into contact with the fixtures during work operations. Lighting supply cords and cables shall be installed and maintained in a manner consistent with good electrical wiring practices.

39.3 SUBCONTRACTOR shall ensure that all points of exit, pathways and muster points are clearly illuminated and marked. Ladder access and egress areas shall be clearly illuminated.

39.4 SUBCONTRACTOR shall ensure that area lighting is located to avoid glare and spaced to provide adequate illumination for the areas covered.

39.5 SUBCONTRACTOR shall ensure that temporary lighting strings consist of non-conductive lamp sockets and connections are permanently moulded to the conductor insulation. Temporary installations must meet all the requirements of the National Electrical Code, or applicable local code. Bulbs attached to extension cords and lighting strings shall be protected by lamp guards.

40.0 Fork Lifts & Power Industrial Trucks

40.1 SUBCONTRACTOR shall ensure that only trained and authorized operators are permitted to operate powered industrial trucks.

40.2 SUBCONTRACTOR shall ensure that the use of powered industrial trucks complies with all manufacturer requirements and recommendations for safe operation, loading, traveling, and maintenance of powered industrial trucks.

40.3 SUBCONTRACTOR shall ensure that adequate ventilation is provided when operating in closed areas where internal combustion-powered vehicles are used. If operating in areas where fire and/or ordnance hazards exist, the exhaust of the truck shall be equipped with a spark arrestor. When operating in enclosed areas, internal combustion engines will be shut down when not in use. Only approved industrial trucks shall be used in hazardous locations.

40.4 SUBCONTRACTOR shall ensure that operators do not use cell phones (or any other type of mobile phone) while operating a powered industrial truck.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for New Jersey Barrier Installation Works

EXHIBIT "B" - SPECIAL CONDITIONS

SC	Title	Page
SC-1	DEFINITIONS	2
SC-2	INSURANCE	2
SC-3	CONTRACTOR-FURNISHED REQUIREMENTS	4
SC-4	SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES	4
SC-5	COMMENCEMENT, PROGRESS AND COMPLETION OF THE SERVICES	6
SC-6	SUBCONTRACT SCHEDULE	6
SC-7	SAFETY AND HEALTH REQUIREMENTS	7
SC-8	MEASUREMENT AND PAYMENT	9
SC-9	QUALITY ASSURANCE PROGRAM	10
SC-10	COMPONENT WARRANTIES	11
SC-11	NONDISCLOSURE	11
SC-12	APPLICABLE LAW	12
SC-13	RELEASE OF CONSEQUENTIAL DAMAGES	12
SC-14	MEASUREMENT SYSTEM	12
SC-15	PROGRESS REPORTS	12
SC-16	LANGUAGE REQUIREMENTS	12
SC-17	SUBCONTRACTOR MOBILIZATION/DEMOBILIZATION RESPONSIBILITIES	13
SC-18	SAFETY, HEALTH AND SECURITY	13
SC-19	QUALITY ASSURANCE PROGRAM	13
SC-20	DRUGS, ALCOHOL AND WEAPONS	14
SC-21	IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES	14
SC-22	THIRD PARTY RIGHTS	15
SC-23	SUBCONTRACTOR CLAIMS AND ARBITRATION	15

SC-1 DEFINITIONS

1.1 Contract means the contract entered into between CONTRACTOR and EMPLOYER in respect of the Project.

1.2 CONTRACTOR means the entity set out in the Subcontract Form of Agreement and all of their authorized representatives acting in their professional capacities, successors and permitted assigns.

1.3 EMPLOYER means the Ministry of Infrastructure of the Government of Kosovo and its authorized representatives and successors in interest, including without limitation the Engineer, if applicable.

1.4 Final Acceptance means acceptance in accordance with the provisions of GC-28.

1.5 Jobsite means the places provided by EMPLOYER where the permanent works for the Project are to be executed including storage and working areas and to which plant and materials are to be delivered and any other places as may be specified by EMPLOYER or CONTRACTOR as forming part of the Jobsite.

1.6 Milestone means each milestone for the performance of the Work as set out in Exhibit "C" - Quantities, Pricing and Data.

1.7 Milestone Date means the date for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.8 Milestone Price means the amount payable to SUBCONTRACTOR for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.9 Project means the Route 6 Prishtine – Hani i Elezit motorway in the Republic of Kosovo.

1.10 Work means the works described in Exhibit "D" – Scope of Services and Technical Specifications (as well as any other services which are incidental thereto).

1.11 SUBCONTRACTOR means the entity set out in the Subcontract Form of Agreement, its authorized representatives acting in their professional capacity, successors, and permitted assigns.

1.12 Variation shall have the meaning given to it in GC-18.

SC-2 INSURANCE

2.1 SUBCONTRACTOR shall, at its expense, maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below and with insurers and under forms of policies satisfactory to CONTRACTOR:

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

(2) Employers Liability Insurance of not less than €500,000.00

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

(3) Commercial General Liability Insurance for the SUBCONTRACTOR'S off-site activities written on an occurrence form with limits of liability for bodily injury, property damage and

personal injury of not less than €2,000,000.00 per occurrence.

To the extent coverage is afforded to SUBCONTRACTOR under this policy, such policy shall include CONTRACTOR, their subsidiaries and affiliates, and the officers, directors, and employees of the foregoing each as "Additional Insureds," but only with respect to liability arising out of operations for CONTRACTOR by or for the SUBCONTRACTOR. Such coverage shall be primary as respects any other insurance maintained by or for the Additional Insureds and shall include a separation of insureds clause. Such insurance shall be an occurrence policy form, not a claims made form, and shall contain an insurer's waiver of subrogation in favor of the Additional Insureds.

(4) Automobile Liability (Owned, hired and non-owned) with combined single limits of liability for bodily injury or property damage as required by law.

SUBCONTRACTOR'S Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.

This policy of insurance is a requirement only in the event the SUBCONTRACTOR will operate or have control of motor vehicles within the Republic of Kosovo.

(5) Professional Liability/Errors and Omissions Insurance covering professional negligent acts, errors or omissions of the SUBCONTRACTOR with a limit of not less than €5,000,000.00 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 28 titled "FINAL INSPECTION AND ACCEPTANCE".

2.2 The required limits of coverage (1) through (4) may be satisfied by a combination of a primary policy and an excess or umbrella policy.

2.3 Neither CONTRACTOR nor EMPLOYER is maintaining any insurance on behalf of SUBCONTRACTOR unless otherwise specifically set forth herein.

2.4 None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by SUBCONTRACTOR are intended to and shall not in any manner limit or qualify the liability and obligations assumed by SUBCONTRACTOR under this subcontract.

2.5 SUBCONTRACTOR shall deliver to CONTRACTOR no later than ten (10) calendar days after subcontract award, but in any event prior to commencing the Services or entering the Jobsite, "Certificates of Insurance" evidencing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in a form acceptable to CONTRACTOR and provide not less than thirty (30) calendar days advance written notice will be given to CONTRACTOR prior to cancellation, termination or material alteration of such policies. Certificates shall identify on their face the project name and subcontract number. Delivery of the original and two (2) copies of the certificates and any notices of policy change shall be made to:

CONTRACTOR

Attention: Subcontractor Administrator
Reference: Subcontract No. 25939-ST1-SA-SOSC-00080

SC-3 CONTRACTOR-FURNISHED REQUIREMENTS

A. Utilities. The following will be furnished to SUBCONTRACTOR without cost at outlets existing on the Jobsite.

None

B. Facilities. The following will be furnished to SUBCONTRACTOR, subject to CONTRACTOR'S instructions and written approval for SUBCONTRACTOR use.

None

C. Permits. The following permits will, without cost, be furnished to SUBCONTRACTOR; however SUBCONTRACTOR shall, as necessary, provide CONTRACTOR and EMPLOYER with assistance in obtaining such permits.

None

D. Materials and Equipment. The following materials and/or equipment will be furnished SUBCONTRACTOR, at CONTRACTOR'S designated Jobsite warehouse or storage area, to be incorporated into or used in performance of the Work under this subcontract. Such items will be furnished without cost provided SUBCONTRACTOR shall, at its expense, accept delivery, load, unload, transport to points of use, care for such items until final disposition and upon completion of the Work return all surplus to CONTRACTOR'S designated Jobsite warehouse or storage area.

None – Except the ones stated in Exhibit C&D.

SC-4 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

CONTRACTOR review and permission to proceed does not constitute acceptance or approval of submittals including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by SUBCONTRACTOR and does not relieve SUBCONTRACTOR from full compliance with the subcontract requirements.

A. Drawings.

Where drawings are required for:

1. Fabrication of SUBCONTRACTOR-furnished equipment or materials,

2. Installing SUBCONTRACTOR-furnished equipment or materials, or

3. Planning and performance of the Work under this subcontract,

such drawings shall be submitted by and at the expense of SUBCONTRACTOR before fabrication, installation or performance, allowing at least fourteen (14) calendar days for review by CONTRACTOR unless otherwise shown on the Subcontract Schedule. The drawing submission sequence shall be established to provide all information for each drawing's complete review upon receipt.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number and indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, e.g., fits between shafts or stems and seals.

SUBCONTRACTOR shall certify all submitted drawings to be correct, show the subcontract number and furnish two (2) reproducibles and four (4) copies of all drawings. CONTRACTOR will review SUBCONTRACTOR'S drawings and a reproducible drawing marked with one of the following codes will be returned to SUBCONTRACTOR.

Code	Notation
1.	Work may proceed.
2.	Revise and Resubmit. Work may proceed subject to resolution of indicated comments.
3.	Revise and Resubmit. Work may not proceed.
4.	Review not required. Work may proceed.

Although work may proceed on receipt of a drawing coded 2, SUBCONTRACTOR must resolve the comments indicated, resubmit and obtain a Code 1 before release for shipment or completion of the affected work.

B. Samples.

Where samples are required by CONTRACTOR, they shall be submitted by and at the expense of SUBCONTRACTOR not less than fourteen (14) calendar days prior to the time such materials are needed for incorporation into the Work. The materials represented by such samples shall not be manufactured, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

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

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

C. Certificates and Data.

Where certificates are required, four (4) copies of each certificate shall be submitted by and at the expense of SUBCONTRACTOR fourteen (14) calendar days prior to the time the materials requiring certification are needed for incorporation into the Work. The materials represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

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

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

D. As-Built Drawings and Specifications.

1. Progress As-Builts. During construction, SUBCONTRACTOR shall keep a current

marked-up controlled set of as-built drawings and specifications on the Jobsite as an accurate record of all deviations between work as shown and work as installed. These drawings and specifications shall be available to CONTRACTOR and EMPLOYER for inspection at any time during regular business hours.

2. Final As-Builts. In addition to as-built drawings and specifications that may be required for construction turnover, SUBCONTRACTOR shall, prior to Final Acceptance and at its expense, furnish to CONTRACTOR a complete set of signed marked-up as-built reproducible drawings and specifications with AS-BUILT clearly printed on each sheet and on the specification cover. CONTRACTOR, without charge, will furnish SUBCONTRACTOR with reproducible drawings and specifications for mark-up by SUBCONTRACTOR. SUBCONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts to final as-built drawings and all annotations from progress as-builts to final as-built specifications.

3. Endorsement. SUBCONTRACTOR shall sign each final as-built drawing and the cover of the as-built specifications and shall note thereon that the recording of deviations and annotations is complete and accurate.

E. Operation and Maintenance Manuals.

Prior to, and as a pre-condition of, Final Acceptance, SUBCONTRACTOR shall prepare, and submit to CONTRACTOR, operation and maintenance manuals for the parts of the Work specified by CONTRACTOR in sufficient detail for the EMPLOYER to operate, maintain, dismantle, reassemble, adjust and repair the Work.

SC-5 COMMENCEMENT, PROGRESS AND COMPLETION OF THE SERVICES

4.1 SUBCONTRACTOR shall carry out the Work with due diligence and without delay, furnish sufficient personnel, equipment, and facilities and work such hours required to ensure completion of the Milestones by Milestone Dates or at such other time or in such order as directed in writing by CONTRACTOR.

4.2 SUBCONTRACTOR shall, from time to time, be required to provide to CONTRACTOR for approval an original and/or subsequently updated programme showing all activities and sequence of operations needed for the orderly performance and completion of the Work in accordance with the Milestone Dates or at such other time or in such order as directed by CONTRACTOR. SUBCONTRACTOR shall comply with the order of performance of the Work and the Milestones, or such other times and/or order of performance as directed in writing by CONTRACTOR.

4.3 Noncompliance with the order of performance of the Work and the Milestones and/or with CONTRACTOR's written directions in respect of the timing and/or order of priority of Milestones shall be grounds for termination for SUBCONTRACTOR default pursuant to GC-27.

SC-6 SUBCONTRACT SCHEDULE

SUBCONTRACTOR shall, within fourteen (14) calendar days of subcontract award and before the first progress payment is made, submit to CONTRACTOR for its written approval a detailed Subcontract Schedule in the format directed by CONTRACTOR, meeting the dates established in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK". The Subcontract Schedule shall show all essential construction activities and sequence of operations needed for the orderly performance and completion of the Work and any separable parts thereof.

The Subcontract Schedule shall be complete in all respects and shall summarize equipment procurement and installation requirements and include a personnel forecast by craft by activity. In addition SUBCONTRACTOR shall submit a complementary narrative description of SUBCONTRACTOR'S plan

for performing the Work to meet the Subcontract Schedule.

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

Throughout performance of the Work, SUBCONTRACTOR shall participate in progress and coordination meetings as required by CONTRACTOR and shall submit, whenever required by CONTRACTOR, details of the arrangements and methods which SUBCONTRACTOR proposes to adopt for the execution of the Work and shall submit periodic progress reports to CONTRACTOR on the actual progress, to include the following:

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

2. Monthly A job hour comparison by craft and non-manual of actual versus planned staffing;

3. Weekly A three-week look-ahead personnel forecast by craft. Variation from approved schedules and plans shall be noted and rationalized;

4. 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;

5. Weekly A weekly report of quantities installed versus total quantities on items of the Work selected by CONTRACTOR;

6. Weekly A weekly report of labor productivity comparing actual versus planned job hours on items of the Work selected by CONTRACTOR. Variation from approved schedules and plans shall be noted and rationalized;

7. Daily A daily force report listing all personnel by craft and non-manual and work assignment; and

8. Daily A daily plant and equipment and materials report showing the construction facilities and plant and equipment and materials utilized in the Work and the name of the manufacturer and manufacture location.

Schedules and reports shall be furnished in hardcopy and/or electronic files as specified by CONTRACTOR.

SC-7 SAFETY AND HEALTH REQUIREMENTS

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.

Within thirty (30) calendar days after subcontract award and prior to commencing work at the Jobsite, SUBCONTRACTOR shall submit a written Safety and Health (S&H) Plan to CONTRACTOR for review and approval.

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

1. All applicable laws, ordinances, statutes, rules, regulations, codes and standards 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; and

3. The "SAFETY AND HEALTH STANDARDS" set forth in Appendix B-1 titled "SAFETY AND HEALTH STANDARDS", as well as CONTRACTOR'S and EMPLOYER'S S&H Plan, including revisions thereto. If SUBCONTRACTOR considers any such revision to be a change affecting cost or schedule, the provisions of the General Condition titled "VARIATIONS" shall apply.

To the extent allowed by law, SUBCONTRACTOR shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier, with respect to the Work.

SUBCONTRACTOR'S failure to correct any unsafe condition for which SUBCONTRACTOR is responsible or any unsafe act committed by SUBCONTRACTOR, its employees, its suppliers or subcontractors of any tier shall 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.

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". 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.
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 and as set forth in the Appendix B-1.

SUBCONTRACTOR shall maintain accident and injury records as required by applicable laws and regulations. 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.

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.

SUBCONTRACTOR shall assign a Safety Representative acceptable to CONTRACTOR. Such representative may, with CONTRACTOR'S written approval, perform other duties. SUBCONTRACTOR'S designated Safety Representative shall be physically located at the Jobsite; respond to CONTRACTOR'S safety concerns and requirements; have authority for correcting unsafe conditions or acts by SUBCONTRACTOR, its employees, and employees of SUBCONTRACTOR'S suppliers or subcontractors of any tier; and coordinate with other Jobsite contractors and subcontractors on safety matters required for the Work.

SC-8 MEASUREMENT AND PAYMENT

The Prices (VAT excluded) set out in Exhibit "C" are firm all inclusive prices and not subject to escalation. Payment according to these prices shall constitute full payment for performance of the corresponding to Work undertaken and cover all costs of whatever nature incurred by SUBCONTRACTOR in executing the Work in accordance with the provisions of this subcontract. All prices are in Euro and all payments shall be in the same currency.

PREREQUISITES FOR PAYMENT

No payment shall be made prior to the receipt by CONTRACTOR from SUBCONTRACTOR of the following:

1. Insurance Certificate(s);
2. Agreement of Health and Safety Plan;
3. Company Registration Documentation;
4. List of Employees for the month worked;

PAYMENT

SUBCONTRACTOR shall prepare a monthly payment application, which is a written statement of the amount and value of work satisfactorily performed by SUBCONTRACTOR up to the 22nd day of each month. This payment application shall be submitted for CONTRACTOR'S approval and 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 into the Work.

The quantity of work to be paid for under any item for which price is fixed shall be progress percentage of CONTRACTOR approved units of work satisfactorily completed in accordance with provisions of the SUBCONTRACT including the specified units of measure. Payment for items will be made on the basis defined in Exhibit D.

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.

CONTRACTOR shall review and certify the amount of SUBCONTRACTOR'S payment application that is payable under the Subcontract and shall return a copy of such application to SUBCONTRACTOR, indicating the amount certified fro payment.

SUBCONTRACTOR shall then prepare and submit an invoice in an amount equal to the amount of its payment application that has been certified for payment along with the following documents:

- a copy of the certified payment application.
- list of employees for the month who worked on the project.

SUBCONTRACTOR shall submit all invoices, in form and format directed by CONTRACTOR, in original and one (1) copy to:

Mail Address

BECHTEL ENKA - GP

Pejton "Mujo Ulqinaku" 5/9, 4th Floor
Prishtina, Kosovo

Attention: Subcontracts Administrator

Reference: Subcontract No. 25939-ST1-SA-SOSC-00080

SUBCONTRACTOR shall certify in each invoice that there are no known outstanding mechanic's or material-men's liens and that all due and payable bills have been paid or are included in the application for payment. SUBCONTRACTOR shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the Work under this subcontract as a condition precedent to any payment by CONTRACTOR. CONTRACTOR may require SUBCONTRACTOR to submit satisfactory evidence of payment and release of all such claims. If there is any evidence of any such unpaid claim, CONTRACTOR may withhold any payment until SUBCONTRACTOR has furnished such evidence of payment and release and SUBCONTRACTOR shall indemnify and defend CONTRACTOR and EMPLOYER against any liability or loss arising from any such claim.

Subject to the receipt by CONTRACTOR of such amounts from EMPLOYER under the Contract and the receipt from SUBCONTRACTOR of the Prerequisites for Payment, CONTRACTOR shall, in accordance with the provisions of this subcontract, within forty (40) calendar days after receipt of a correct invoice, pay SUBCONTRACTOR ninety five percent (95%) of the approved invoice amount retaining the balance (Retainage) pending Final Acceptance of the Work or as otherwise specified below.

Failure to specify the full subcontract number or to submit full supporting documentation may be cause for invoice rejection or delay in payment.

No payment 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 for which payment has been made, whether or not the same has been incorporated in the Work, and title to all completed work whether paid for or not, shall vest in CONTRACTOR, or EMPLOYER as the case may be, and in any case shall not be part of SUBCONTRACTOR'S property or estate 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 this subcontract is terminated.

CONTRACTOR shall reduce the value of the Retainage to two and a half percent (2.5%) of the final subcontract value until expiration of the warranties provided under the General Condition titled "WARRANTY". However, upon CONTRACTOR'S written approval all Retainage may be paid and an acceptable security substituted for this requirement.

SC-9 QUALITY ASSURANCE PROGRAM

Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for approval by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

1. Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

2. Project-specific Quality Assurance/Quality Control Plan.

The Project-specific Quality Assurance Plan/Quality Control shall 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.

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.

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.

The plan shall be updated as necessary throughout the subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

SUBCONTRACTOR shall comply with the approved updated (from time to time) plan.

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 Program are found.

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 SUBCONTACTOR 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 and EMPLOYER to develop and implement any such recovery plan shall be to the account of SUBCONTRACTOR.

CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including suppliers and subcontractors of any tier, at any stage of the Work.

SC-10 COMPONENT WARRANTIES

In addition to the General Condition titled "WARRANTY" SUBCONTRACTOR shall obtain or provide, for the benefit of CONTRACTOR and EMPLOYER and their successors in interest, warranties or guarantees for the equipment, materials and work furnished by suppliers and subcontractors of any tier. Such warranties or guarantees are to run for the period set forth in the applicable specification of this subcontract or, when not specified, that period customarily provided by the supplier. SUBCONTRACTOR shall use its best efforts to enforce such lower-tier warranties or guarantees on its own behalf or, if requested by CONTRACTOR or EMPLOYER, on behalf of CONTRACTOR or EMPLOYER. SUBCONTRACTOR shall provide warranty documentation by Final Acceptance or as otherwise required by this subcontract.

SC-11 NONDISCLOSURE

6.1 SUBCONTRACTOR agrees not to divulge to third parties, without the written consent of

CONTRACTOR, any information obtained from or through CONTRACTOR or EMPLOYER in connection with the performance of this subcontract, except to the extent necessary to comply with applicable laws. Third Parties do not include the EMPLOYER.

6.2 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. Third Parties do not include the EMPLOYER.

6.3 If so requested by CONTRACTOR, SUBCONTRACTOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this subcontract.

SC-12 APPLICABLE LAW

This subcontract shall be governed by and construed in accordance with English law

SC-13 RELEASE OF CONSEQUENTIAL DAMAGES

8.1 Notwithstanding any other provision of this subcontract and to the maximum extent permitted by applicable law, neither party shall be liable to the other party whether as result of breach of this subcontract, in tort (including negligence) or otherwise, for loss of use of any works, loss of profit, loss of any contract, loss of revenue, cost of capital and/or financing, down time costs, loss of opportunity, loss of goodwill (in relation to each of which whether direct or indirect) or for any indirect or consequential loss or damage which may be suffered by the other party in connection with this subcontract.

8.2 SUBCONTRACTOR, to the maximum extent permitted by applicable law, releases CONTRACTOR from the types of damages described in SC-8.1.

SC-14 MEASUREMENT SYSTEM

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

SC-15 PROGRESS REPORTS

On a monthly basis or as requested at any time by CONTRACTOR, SUBCONTRACTOR shall provide to CONTRACTOR a concise summary report indicating status of each Milestone, job hours expended by Milestone, deliverables achieved and identifying any issues that SUBCONTRACTOR believes may impact the cost or schedule of the Services.

SC-16 LANGUAGE REQUIREMENTS

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 by CONTRACTOR. All translation services, to include the physical presence of qualified translators in both office and field, necessary for all written or oral communications shall be provided by SUBCONTRACTOR. The governing language shall be the English language.

SC-17 SUBCONTRACTOR MOBILIZATION/DEMOBILIZATION RESPONSIBILITIES

Except as otherwise stated, SUBCONTRACTOR shall arrange and provide for mobilization / demobilization of its equipment and personnel, including but not limited to provisions for temporary facilities, customs clearance and customs claims, work permits and applicable licenses, and for immigration and emigration of all personnel.

SC-18 SAFETY, HEALTH AND SECURITY

13.1 SUBCONTRACTOR shall at all times conduct all operations under this subcontract in a manner to avoid the risk of endangerment to health, bodily harm to persons and damage to property. SUBCONTRACTOR shall comply with CONTRACTOR's health and safety plans and procedures, site rules and all other CONTRACTOR health and safety requirements. SUBCONTRACTOR shall, in accordance with SUBCONTRACTOR'S established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously checking its performance, equipment, and materials to discover, determine and correct any conditions which might result in any of the aforementioned risks. SUBCONTRACTOR shall furnish all safety equipment and instructions required for the Services and shall maintain and furnish accident, injury and all other records required by applicable laws and regulations or by CONTRACTOR.

13.2 SUBCONTRACTOR shall comply with CONTRACTOR's Jobsite security requirements and at all times conduct its Services 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, material, work or other property.

13.3 If CONTRACTOR has received from EMPLOYER a guarantee that access to site area is safe, particularly considering mines risk, it shall provide a copy of such guarantee to SUBCONTRACTOR.

SC-19 QUALITY ASSURANCE PROGRAM

14.1 Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for review by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

(1) Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

(2) Project-specific Quality Assurance/Quality Control Plan.

14.2 The Project-specific Quality Assurance Plan/Quality Control shall address all activities relevant to the Services and shall demonstrate how all services performed by SUBCONTRACTOR will conform to the applicable quality and subcontract requirements.

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

14.4 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 Services. 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.

14.5 The plan shall be updated as necessary throughout this subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

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

14.7 CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including lower-tier sub-contractors, associates, and suppliers at any stage of the Services.

SC-20 DRUGS, ALCOHOL AND WEAPONS

SUBCONTRACTOR'S personnel shall not bring onto the Jobsite, or any other location where the provisions of this subcontract apply, any firearm of any nature, a knife with 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.

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 provisions of this subcontract apply, the following:

1. Alcoholic beverages of any nature, except where expressly authorized by CONTRACTOR, and then only for consumption 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.

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-21 IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES

SUBCONTRACTOR shall import into the Republic of Kosovo all equipment, materials and services not locally available and required for the performance of the Work, subject to provisions (if any) 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.

SUBCONTRACTOR shall be responsible for all clearances, fees, charges and requirements of whatsoever nature for the importation of such equipment, materials and services.

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.

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

obligation.

SUBCONTRACTOR shall provide only equipment and materials for which channels of supply and supplier representatives have been established in or are readily available within the 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).

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.

SC-22 THIRD PARTY RIGHTS

No provision of this subcontract is intended to or does confer upon any third party any benefit or right within the meaning of the Contracts (Rights of Third Parties) Act 1999.

SC-23 SUBCONTRACTOR CLAIMS AND ARBITRATION

If SUBCONTRACTOR considers himself to be entitled to any extension of time and/or any additional payment, under any clause of this subcontract, SUBCONTRACTOR shall give notice to CONTRACTOR, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable and not later than 14 days after SUBCONTRACTOR became aware of the event or circumstance.

If SUBCONTRACTOR fails to give notice of a claim within such period of 14 days, the SUBCONTRACTOR shall not be entitled to any extension of time or additional payment, and CONTRACTOR shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply.

SUBCONTRACTOR shall also submit any other notices which are required by this subcontract, and supporting particulars for the claim, all as relevant to such event or circumstance.

SUBCONTRACTOR shall keep such contemporary records as may be necessary to substantiate any claim, either on the Jobsite or at another location acceptable to CONTRACTOR. CONTRACTOR may, after receiving any notice under this clause, monitor the record-keeping and/or instruct SUBCONTRACTOR to keep further contemporary records. SUBCONTRACTOR shall permit CONTRACTOR to inspect all these records, and shall (if instructed) submit copies to CONTRACTOR.

As soon as practicable after SUBCONTRACTOR became aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by SUBCONTRACTOR and approved by CONTRACTOR, SUBCONTRACTOR shall send to CONTRACTOR a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) SUBCONTRACTOR shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as CONTRACTOR may reasonably require; and

(c) SUBCONTRACTOR shall send a final claim as soon as practicable after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by SUBCONTRACTOR and approved by the CONTRACTOR.

Within 60 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by CONTRACTOR and approved by SUBCONTRACTOR, CONTRACTOR shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 60 days (or other period of time), CONTRACTOR shall determine (i) the extension of time (if any) and/or (ii) the additional payment (if any) to which SUBCONTRACTOR is entitled under this subcontract.

The requirements of this Sub-Clause are in addition to those of any other clause which may apply to a claim. If SUBCONTRACTOR fails to comply with this or another clause in relation to any claim that is not excluded under this clause, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim.

If a dispute or difference arises between the parties and it is not settled amicably, the dispute shall be finally settled by international arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three. Each Party shall appoint one arbitrator and the arbitrators so appointed shall agree upon the identity of the third arbitrator. Where the Party appointed arbitrators cannot agree on the identity of the third arbitrator, the third arbitrator shall be appointed by the President of the International Chamber of Commerce. The substantive laws of England and Wales shall be applicable. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be in Paris, France.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the CONTRACTOR. Nothing shall disqualify representatives of the parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the parties and CONTRACTOR shall not be altered by reason of any arbitration being conducted during the progress of the Works.

BECHTEL ENKA GENERAL PARTNERSHIP-(CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for New Jersey Barrier Installation Works

Exhibit "C" – Quantities, Pricing and Data

PRICES AND QUANTITIES

The Prices (VAT excluded) below are firm all inclusive prices and not subject to escalation. Payment under these items shall constitute full payment for performance of the corresponding Work and shall cover all costs of whatever nature incurred by SUBCONTRACTOR in accomplishing the Work in accordance with the provisions of this Subcontract. All prices are in Euro and all payments shall be in the same currency.

Bill of Estimated Quantity

BILL of ESTIMATED QUANTITY				
Description	**Quantity**	**Unit**	**Unit Price**	**Total Price**
Sections with 6 m1 long barrier elements	1,716.00	m	28.60 €	49,077.60 €
Sections with 4 m1 long barrier elements	2,684.00	m	28.60 €	76,762.40 €
Total Quantity	**4,400.00**	m	Grand Total(w/o VAT)	**125,840.00 €**

All quantities in mentioned in the contract are estimated quantities and those can either increase or decrease as per the Project requirements and SUBCONTRACTOR will only be paid as per agreed actual quantities and Contractor does not guarantee any minimum contract value.

BECHTEL ENKA GENERAL PARTNERSHIP-(CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Exhibit "D" – Scope of Work and Technical Specifications

Subcontract for New Jersey Barrier Installation Works

1. Scope of Works

Scope of New Jersey Barrier installation includes prepare and cleaning of job area, laying of base material, installation of precast new jersey barriers, tensioning of anchors, filling grout to the anchor holes, plastering gaps between barriers and all related works as per project specifications and drawings of Kosovo Motorway Project. Subcontractor shall provide all necessary equipment, fully trained workers, foremen, supervisor and superintendent with all necessary hand tools.

Item 1	**Unit Price: Euro/m**
	Rate
New Jersey Barrier Installation (Smaller than 4 meters, includes 4 meter long barriers)	28.60 Euro/m
New Jersey Barrier Installation (Smaller than 4 meters, includes 4 mt long barriers) means prepare and cleaning of job area, placement of temporary safety barriers, installation of life lines, laying of base material, installation of precast new jersey barriers, tensioning of anchors, filling grout to the anchor holes, plastering gaps between barriers and all related works as per project specifications and drawings of Kosovo Motorway Project.	
Method of Measurement:	New Jersey Installation shall be measured by the length of total installed New Jersey Barriers as per design drawings.

Item 2	**Unit Price: Euro/m**
	Rate
New Jersey Barrier Installation (Longer than 4 meters, excludes 4 meter long barriers)	28.60Euro/m
New Jersey Barrier Installation (Longer than 4 meters, excludes 4 meter long barriers) means prepare and cleaning of job area, placement of temporary safety barriers, installation of life lines, laying of base material, installation of precast new jersey barriers, tensioning of anchors, filling grout to the anchor holes, plastering gaps between barriers and all related works as per project specifications and drawings of Kosovo Motorway Project.	
Method of Measurement:	New Jersey Installation shall be measured by the length of total installed New Jersey Barriers as per design drawings.

2. Programming and Reporting

The SUBCONTRACTOR shall:

- Prepare daily report/time sheet to include hours worked and quantities performed. This shall be approved by the CONTRACTOR engineers and used for the monthly billing process.
- Subcontractor shall stick to the contractor's detailed schedule.

3. CONTRACTOR Provided Utilities, Services and Facilities and Services

The CONTRACTOR shall provide to the SUBCONTRACTOR the following materials utilities and services at no cost:

- Manufactured New Jersey barriers and dry-mix mortar will be provided by CONTRACTOR at no cost if SUBCONTRACTOR do not exceed acceptable waste rate. If the consumption is more than acceptable rate, exceeding part will be back charged to Subcontractor at material and workmanship cost.
- Crane with one operator, rigger and accessories, electricity generator will be provided by CONTRACTOR.
- Supply of all required equipment with all accessories CONTRACTOR may decide to provide other materials and services to the SUBCONTRACTOR upon the request of SUBCONTRACTOR at an agreed rate. However, it shall be noted that SUBCONTRACTOR is under no obligation get and use any services and materials that may be provided by CONTRACTOR.

4. SUBCONTRACTOR Provided Materials, Utilities, Facilities and Services

The SUBCONTRACTOR shall provide to the CONTRACTOR the following materials, services, utilities and services at no cost:

- Provide all necessary hand tools and replace same when lost or worn out – home made, hand tools 'not permitted'
- Provide PPE (Personal Protection Equipment) to European standards and replace when lost or worn out. All PPE is subject to BEGP ES&H approval before they are used.
- Provide local accommodation and all meals,
- Provide personnel transportation to and from work site,
- Supply special tools if any,
- Calculate and confirm daily, weekly and monthly production,
- Provide full method statements for all work activities that will be approved by BEGP before commencement of the work.
- SUBCONTRACTOR shall provide security for its own equipment, material, buildings, facilities, and working and storage areas.

7. Contractor ES&H and Craft Competency Training Programme

In addition to first day ES&H induction training, SUBCONTRACTOR employees are required to attend several other ES&H and Craft Competency Training Programme given and managed by CONTRACTOR before commencement work on site. Detailed information on training programme and training matrix is/will be communicated to SUBCONTRACTOR and which employee of SUBCONTRACTOR will attend to which training programs will be decided by related discipline department manager in cooperation and coordination with ES&H department. No one is allowed to commence work on site before completing all necessary and instructed trainings.

BECHTEL ENKA GENERAL PARTNERSHIP-(CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for New Jersey Barrier Installation Works

Exhibit "E" DRAWINGS AND SPECIFICATIONS

Project Specification for Concrete Works, General Technical Requirement (GTR) Volume 4 for road works 2001 published by Institut Graðevinarstva Hrvatske, Zagreb.

Project Drawings and Designs will be provided to SUBCONTRACTOR. Drawings may change in regard to the project requirements, SUBCONTRACTOR shall complete the works in accordance with the drawings provided by CONTRACTOR. Any SUBCONTRACTOR furnished drawings shall be subject to approval by the CONTRACTOR prior to commence to work.

- **CONTRACTOR CHECKLIST PROFORMA**
- **INSPECTION and TEST PLAN**
- **METHOD STATEMENT**

P.S:

SUBCONTRACTOR shall pay specific attention especially to ITP, J-3;in order not to have irreversible production mistake, SUBCONTRACTOR shall deliver the Work with Checklist before injection done.

During the performance of injection Work, Mortar shall be injected according to the table stated on Method Statement page 7(seven).

Subcontract Amendment

CONTRACTOR: Bechtel Enka General Partnership (BEGP)
OWNER: Ministry of Infrastructure / Kosovo
JOB NO: 25939

SUBCONTRACTOR:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo	**DOCUMENT NO:**	25939-ST1-SA-SOSC-00080-A1
ADDRESS:	Kalabria, Blloku C1, oB.2 Nr. 23 Pristina Kosovo	**EFFECTIVE DATE:**	29 October 2018
CONTACT:	Antonio Tomic	**SUBCONTRACT NO:**	25939-ST1-SA-SOSC-00080
E-MAIL:	atomic@sumaplatform.com	**AMENDMENT NO:**	1
PHONE:	+385 91 432 1701	**COMMODITY CODE:**	SOSC

DECRIPTION OF AMENDMENT:

This Subcontract Amendment No. 1 incorporates additional Work, Pier Protection Work, to be performed by SUBCONTRACTOR.

Scope of Work is attached to this Amendment as part of the subcontract.

Unless otherwise stated herein, all terms and conditions stay same.

Original Contract Value:	125,840.00	Euro
Value of Previous Amendments:	0.00	Euro
Value of this Amendment:	264,504.00	Euro
Total Contract Value (without VAT):	390,344.00	Euro

The price adjustment and time extension (if any) granted under this Subcontract Amendment constitute payment in full for the work covered by this Subcontract Amendment, including without limitation, all direct costs; indirect costs; overhead costs; general and administrative expenses; profit; all claims and disputes as of the Effective Date of this Amendment; and all effects (direct, indirect, and consequential, including impacts and "ripple effects") of the work covered by this Subcontract Amendment on all subcontract work, whether or not changed by this Subcontract Amendment. The completion date, subcontract price and all other terms, covenants and conditions of the above-referenced subcontract, except as duly modified by this and previous Amendments and Subcontract Amendments, if any, remain in full force and effect.

CONTRACTOR:	**Bechtel Enka General Partnership (BEGP)**	**SUBCONTRACTOR:**	**Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo**
Authorized Signature:		Authorized Signature:	
Name:	Riyadh Alkhazraji	Name:	ANTONIO TOMIĆ
Title:	Project Manager	Title:	
Authorized Signature:			SUMA ENGINEERING PLATFORM D.O.O. ZA USLAUGE Branch in Kosovo - Prishtinë 1
Name:	Ibrahim Karaagac		
Title:	Deputy Project Manager		

ATTACHMENT TO 25939-ST1-SA-SOSC-00080-A1

Subcontract for Flood Protection Work

Exhibit "D" – Scope of Work and Technical Specifications

1. Scope of Work

Scope includes dewatering and clearing of work area, installation of reinforcements, formwork installation, concrete pouring, formwork removal and insulation works for flood protection works. All applications shall be performed, as per project specifications and drawings of Prishtine Hani I Elezit Project. SUBCONTRACTOR shall supply/provide fully trained workers, foremen, supervisors and superintendents together with all necessary hand tools, mobile cranes, water pumps, generator, formwork and all related tolls to perform the job.

Item 1	**Unit Price: Euro/meters**
	Rate
Flood Protection Work	412.00 Euro
Flood Protection Work means dewatering and clearing of work area, installation of reinforcements, formwork installation, concrete pouring, formwork removal and insulation works for flood protection works.	
Method of Measurement:	Flood protection shall be measured by constructed protection wall in meters.

2. Programming and Reporting

The SUBCONTRACTOR shall:

- Prepare daily report/time sheet to include hours worked and quantities performed. This shall be approved by the CONTRACTOR engineers and used for the monthly billing process.

3. CONTRACTOR Provided Materials, Utilities, Facilities and Services

The CONTRACTOR shall provide to the SUBCONTRACTOR the following materials utilities and services at no cost:

- Reinforcement and concrete will be provided by CONTRACTOR at no cost if SUBCONTRACTOR does not exceed acceptable rates. (Acceptable rates for reinforcement and concrete is 5 %)

CONTRACTOR may decide to provide other materials and services to the SUBCONTRACTOR upon the request of SUBCONTRACTOR at an agreed rate. However, it shall be noted that SUBCONTRACTOR is under no obligation get and use any services and materials that may be provided by CONTRACTOR.

4. SUBCONTRACTOR Provided Materials, Utilities, Facilities and Services

The SUBCONTRACTOR shall provide to the CONTRACTOR the following materials, services, utilities and services at no cost:

- Provide all necessary hand tools and replace same when lost or worn out – home made, hand tools 'not permitted'
- Provide Tie Wire, Concrete Spacer and all required consumables and tools for rebar craft works
- Provide all necessary equipment such as mobile cranes, water pump (with fuel), generators (with fuel), formworks and all requires special tools to complete the job.
- Provide PPE (Personal Protection Equipment) to European standards and replace when lost or worn out. All PPE is subject to BEGP ES&H approval before they are used.
- Provide local accommodation and all meals(except Lunch),
- Provide personnel transportation to and from work site,
- Supply special tools if any,
- Calculate and confirm daily, weekly and monthly production,
- Provide full method statements for all work activities that will be approved by BEGP before commencement of the work.
- SUBCONTRACTOR shall provide security for its own equipment, material, buildings, facilities, and working and storage areas.

5. Schedule / Sequence of works

SUBCONTRACTOR is responsible for increasing its man-power capacity in order to comply with CONTRACTOR'S construction schedule.

If it is instructed, SUBCONTRACTOR will work both day and night shifts and only Sunday every two weeks will be non-working day.

6. Contractor ES&H and Craft Competency Training Programme

In addition to first day ES&H induction training, SUBCONTRACTOR employees are required to attend several other ES&H and Craft Competency Training Programme given and managed by CONTRACTOR before commencement work on site. Detailed information on training programme and training matrix is/will be communicated to SUBCONTRACTOR and which employee of SUBCONTRACTOR will attend to which training programs will be decided by related discipline department manager in cooperation and coordination with ES&H department. No one is allowed to commence work on site before completing all necessary and instructed trainings.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM FORM OF AGREEMENT

Subcontract for Well Foundation Works for Bridges

Subcontractor:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo	Subcontract No.:	25939-ST1-SA-SOSC-00057
Address:	Kalabria, Biloku C1, oB.2 Nr. 23 Pristina Kosovo	Work Location:	Prishtine-Hani I Elezit Motorway Project
		Issuing Office:	Prishtina,Kosovo
Contact:	Antonio Tomic	Address:	Pejton"Mujo Ulqinaku" 5/9,4th Floor
Telephone:	049 932 245		Prishtina - Kosovo
E-mail:	tomic.antonio01@gmail.com	Register No.:	NA

This subcontract is effective as of the 30/08/2017 ("the Effective Date") between Bechtel Enka General Partnership (BEGP) (CONTRACTOR), and the above named SUBCONTRACTOR (collectively the "Parties" and each individually a "Party") who hereby agrees that all Work specified below shall be performed by the SUBCONTRACTOR in accordance with all provisions of this subcontract consisting of the following Subcontract Documents:

Subcontract Form of Agreement
Exhibit "A" – General Conditions
Exhibit "B" – Special Conditions
Appendix "B1" – Safety and Health Standards
Exhibit "C," – Quantities, Pricing and Data
Exhibit "D," – Scope of Work and Technical Specifications
Exhibit "E" - Drawings

1. WORK TO BE PERFORMED (Work): SUBCONTRACTOR shall, assuming all risks in any way connected therewith and furnishing all required equipment, materials, labor, and technical and professional services, perform the following described work:

Scope shall include performance of all required structures activities in accordance with Project specifications and drawings including, but not limited to, provision of all required drawings, shop drawings, data sheets, samples, as-built drawings as per Structures activities and materials to be incorporated. To perform the above defined scope of work, Subcontractor shall supply/provide fully trained workers, foremen, supervisors and superintendents together with all necessary hand tools, constructions equipments including but not limited to formwork, scaffolding, cranes and all consumables.

The Work is a part of the services to be provided by CONTRACTOR to the Ministry of Infrastructure on behalf of the Government of the Republic of Kosovo (EMPLOYER) for the Kosovo Motorway Project (Project) at Prishtine-Hani I Elezit Motorway Project (Jobsite).

2. SCHEDULE: SUBCONTRACTOR shall complete all work as expeditiously as practicable and in accordance with the directions of the CONTRACTOR till **31/12/2017.**

SUBCONTRACTOR shall not be allowed to commence works at site before attending CONTRACTOR's safety induction and providing Certificates of Insurance in accordance with SC-1; a Safety and Health (S&H) Plan in accordance with SC-6.

3. COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay SUBCONTRACTOR compensation in accordance with the prices set forth in Exhibit "C" and the payment provisions of this subcontract. **The anticipated subcontract value is 110,986.92 Euro (one hundred ten thousand nine hundred eighty-six euro and zero cent] (excluding VAT)** but SUBCONTRACTOR will be paid in accordance with the work performed and CONTRACTOR does not guarantee any minimum subcontract value.

4. This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

5. This subcontract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement.

CONTRACTOR:

Bechtel Enka General Partnership (BEGP)

Authorized Signature: _____

Print Name: Riyadh Alkhazraji

Print Title: Project Manager

BECHTEL ENKA - GP
Tel. +386(0)43772 555 (666)
Tel. +386(0)43772 888 (999)
Rr. Ulpiana Lluka 5/9, floor 4, PRISHTINË-KOSOVË
2

Authorised Signature: _____

Print Name: Ibrahim Karaagac

Print Title: Project Deputy Manager

SUBCONTRACTOR:

Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo

Authorized Signature: _____

Print Name: ANTONIO TOMIĆ

Print Title: _____

SUMA
ENGINEERING PLATFORM
BRANCH IN KOSOVO

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT – SHORT FORM

Subcontract for Well Foundation Works for Bridges

EXHIBIT "A" - GENERAL CONDITIONS

TABLE OF CONTENTS

GC	Title	Page
GC-1	INDEPENDENT CONTRACTOR	2
GC-2	AUTHORIZED REPRESENTATIVES AND NOTICE	2
GC-3	SUBCONTRACT INTERPRETATION	2
GC-4	ORDER OF PRECEDENCE	3
GC-5	STANDARDS AND CODES	3
GC-6	LAWS, REGULATIONS, PERMITS AND TAXES	3
GC-7	LABOR, PERSONNEL AND WORK RULES	4
GC-8	PUBLICITY AND ADVERTISING	5
GC-9	SECURITY REQUIREMENTS	5
GC-10	ENVIRONMENTAL REQUIREMENTS	5
GC-11	SITE CONDITIONS	7
GC-12	SUBCONTRACTOR JOBSITE REQUIREMENTS	8
GC-13	SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES	9
GC-14	FIRST AID FACILITIES	9
GC-15	INSPECTION AND TESTING	9
GC-16	EXPEDITING	10
GC-17	FORCE MAJEURE	10
GC-18	VARIATION and AMENDMENT	11
GC-19	RECORDS AND AUDIT	13
GC-20	WARRANTY and STANDARD OF CARE	13
GC-21	BACKCHARGES	14
GC-22	INDEMNITY	15
GC-23	PATENT AND INTELLECTUAL PROPERTY INDEMNITY	15
GC-24	RIGHT TO WORK TOOLS AND WORK PRODUCT	15
GC-25	ASSIGNMENT AND SUBCONTRACTS	16
GC-26	SUSPENSION	16
GC-27	TERMINATION	17
GC-28	FINAL INSPECTION AND ACCEPTANCE	18
GC-29	NON-WAIVER	18
GC-30	SEVERABILITY	18
GC-31	SURVIVAL	18
GC-32	GOVERNMENT RESTRICTED PARTIES AND COMMODITIES	19
GC-33	STANDARDS OF CONDUCT	19

GC-1 INDEPENDENT CONTRACTOR

1.1 SUBCONTRACTOR is an independent contractor and all persons employed by SUBCONTRACTOR in connection with this subcontract shall be its employees and not employees of CONTRACTOR or EMPLOYER in any respect.

SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of CONTRACTOR in performing this subcontract, and shall maintain complete control over its employees and all of its lower-tier associates, suppliers and subcontractors. Nothing contained in this subcontract or any lower-tier purchase order or subcontract awarded by SUBCONTRACTOR shall create any contractual relationship between any lower-tier associate, supplier or subcontractor and CONTRACTOR. SUBCONTRACTOR shall perform the Work in accordance with the level of professional skill, care and diligence exercised by, and expected from, professional firms in SUBCONTRACTTOR'S industry, profession, discipline or trade, when supplying services similar to the Services, and for a project comparable in size, scope, complexity and purpose to the Project, subject to compliance with this subcontract.

1.2 Subject to the standard of care in GC-1.1, SUBCONTRACTOR has represented to CONTRACTOR that it is competent, knowledgeable and has the technical expertise and experience to perform the Services in accordance with this subcontract. SUBCONTRACTOR has also represented to CONTRACTOR that it is able to perform the Work with the highest regard to the safety of all persons and the property of third parties. SUBCONTRACTOR acknowledges that in entering into this subcontract, CONTRACTOR relies on these representations.

GC-2 AUTHORIZED REPRESENTATIVES AND NOTICE

2.1 Unless otherwise specified, all notices and communications in accordance with or related to this Subcontract shall be between authorized representatives designated in writing by the Parties.

2.2 Whenever this subcontract provides for the giving or issuing of approvals, consents, agreements, determinations, notices and requests, these communications shall be in writing and effective upon receipt by the authorized representative(s) of the receiving Party and shall be delivered either personally, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this subcontract or such address as directed by notice.

2.3 SUBCONTRACTOR and CONTRACTOR may each change its authorized representative(s) and contact information at any time upon ten (10) days prior written notice to the other Party. Changes or appointments cannot be retrospective.

2.4 SUBCONTRACTOR shall take instructions, directions or any other communications under this subcontract only from CONTRACTOR's authorized representative.

GC-3 SUBCONTRACT INTERPRETATION

SUBCONTRACTOR shall immediately submit to CONTRACTOR in writing for resolution:

1. All questions concerning interpretation or clarification of the Subcontract Documents or applicable standards and codes,

2. Conflicts or discrepancies discovered by SUBCONTRACTOR between or within the Subcontract Documents and any applicable standards, codes, laws and regulations, and

3. Errors or omissions discovered by SUBCONTRACTOR in the Subcontract Documents.

All determinations, instructions, and clarifications of CONTRACTOR shall be final and conclusive unless determined to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of CONTRACTOR. SUBCONTRACTOR shall be liable for any costs and expenses arising from its failure to comply with its obligations in this clause or furnishing any equipment or material or performing any work containing the conflict, discrepancy, error or omission prior to or inconsistent with CONTRACTOR'S written determination, instruction or clarification.

GC-4 ORDER OF PRECEDENCE

All Subcontract Documents and subsequently issued Variations and amendments are essential parts this subcontract. The Subcontract Documents are to be taken as mutually explanatory of one another and shall be read as a whole. In resolving conflicts, or discrepancies between any of the Subcontract Documents the following order of precedence shall be used:

1. Subcontract Form of Agreement
2. Exhibit "C" - Quantities, Pricing and Data
3. Exhibit "B" - Special Conditions
4. Exhibit "A" - General Conditions
5. Exhibit "D" - Scope of Work
6. Exhibit "E" - Technical Specifications and Drawings

GC-5 STANDARDS AND CODES

Wherever references are made in this subcontract to standards or codes in accordance with which the Services under this subcontract are to be performed, the current edition or revision of the standards or codes shall apply, including any revisions published during the performance of this subcontract and prior to Final Acceptance. In case of any conflict between any referenced standards and codes and any Subcontract Documents, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing of such conflict together with a recommendation for resolution. CONTRACTOR shall confirm the Subcontract Document requirement in writing or direct a Variation in accordance with GC-18.

GC-6 LAWS, REGULATIONS, PERMITS AND TAXES

SUBCONTRACTOR represents that it is familiar with, shall be subject to and shall comply with all applicable laws in effect at the time the Work under this Subcontract are performed. SUBCONTRACTOR shall pay any penalties, fines or assessments levied by any relevant and competent authority resulting from any breach of this clause by SUBCONTRACTOR or any lower-tier subcontractor and shall indemnify and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from such a breach.

If during the term of this subcontract SUBCONTRACTOR discovers any discrepancy or inconsistency between this subcontract and any applicable laws (but excluding changes to tax laws where such taxes are based upon SUBCONTRACTOR'S inventory, payroll, income, profits/losses or cost of finance), SUBCONTRACTOR shall immediately notify CONTRACTOR in writing. and submit detailed documentation including in terms of both time and cost of performing the Subcontract, subject to SUBCONTRACTOR's entitlement to an equitable adjustment of the time(s) for completion and compensation in accordance with

GC-18.

Except as otherwise specified, SUBCONTRACTOR shall obtain all permits, licenses, certifications, fulfill any other applicable governing authority requirement and furnish any documentation, bonds, security or deposits required for the performance of the Services. In the event that permits are required for the Work which can by applicable law be obtained only in the name of CONTRACTOR, SUBCONTRACTOR shall identify such permits in writing to CONTRACTOR, support CONTRACTOR in the preparation and submission of applications, prepare any necessary documentation, and perform any necessary coordination to facilitate obtaining such permits in a timely manner.

SUBCONTRACTOR certifies that it and all subcontractors engaged in the performance of the Work are licensed, certified and registered to perform the professional and technical services required to complete the Work under this subcontract. Such licenses, certifications and registrations shall be maintained throughout performance of this subcontract and failure to do so may be cause for default determination.

SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the performance of the Work under this Subcontract and shall make any and all payroll deductions and withholdings required by applicable laws and hereby indemnifies and holds harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors and assigns from and against any liability related to any and all such taxes, levies, duties, assessments, deductions and withholdings.

GC-7 LABOR, PERSONNEL AND WORK RULES

SUBCONTRACTOR shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any SUBCONTRACTOR personnel determined to be unfit or to be acting in violation of any provision of this subcontract. SUBCONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by CONTRACTOR and EMPLOYER.

SUBCONTRACTOR is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Republic of Kosovo. SUBCONTRACTOR shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, SUBCONTRACTOR shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of SUBCONTRACTOR. SUBCONTRACTOR shall not permit any of its personnel to maintain any temporary or permanent living quarters within the structures forming part of the Project. SUBCONTRACTOR shall respect the festivals and religious customs recognized in the Republic of Kosovo. SUBCONTRACTOR shall be responsible for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

At CONTRACTOR'S request, SUBCONTRACTOR shall provide to CONTRACTOR a detailed list showing the names of all employees of SUBCONTRACTOR or subcontractors of any tier who are participating or have participated in the performance of the Work.

CONTRACTOR may at its sole discretion deny access to the Jobsite to any individual by written notice to SUBCONTRACTOR. In the event an employee is excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

SUBCONTRACTOR shall, to the extent permissible under applicable law, comply with the provisions of all labor agreement(s) which apply to the Work performed under this subcontract. If required by the terms of any such labor agreement(s), SUBCONTRACTOR shall, immediately after subcontract award, agree to comply with and be bound by the terms of such labor agreement(s).

GC-8 PUBLICITY AND ADVERTISING

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this subcontract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

GC-9 SECURITY REQUIREMENTS

In performance of the Work, SUBCONTRACTOR shall establish and maintain and comply with a security program, implementing and supplementing Project security requirements. Such program shall include:

1. Controlled access to office, warehouse, material and equipment sites.
2. Physical security of office, warehouse, material and equipment sites, to include periodic security checks of all work areas assigned to SUBCONTRACTOR.
3. Control of material and equipment packaging, transportation, and delivery to the Jobsite.
4. Accountability procedures for storage, requisition and issue of material and equipment.
5. Personnel security to include, but not limited to, compliance with Project work rules (access, badging, prohibited activities and items, etc.)
6. Security communications to include, but not limited to, use of radios, satellite phones, cell phones, locating devices for vehicles.
7. Compliance with the Project Emergency Response Plan to include, but not limited to, emergency notification lists, personnel accountability procedures, etc.
8. Compliance with all Project security programs and the coordination measures, with CONTRACTOR, EMPLOYER and others on the Jobsite, established for that purpose.
9. Immediate notification to CONTRACTOR of all loss, theft or vandalism and promptly followed by submission of a detailed written report.

SUBCONTRACTOR shall cooperate with CONTRACTOR and EMPLOYER on all security matters and shall promptly comply with any Project security arrangements established by CONTRACTOR or EMPLOYER. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the Work.

GC-10 ENVIRONMENTAL REQUIREMENTS

Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances/materials, including by limiting damage and nuisance to people and property resulting from pollution, noise and other results of its operations and ensuring that emissions, surface discharges and effluent from the Jobsite and arising from SUBCONTRACTOR's activities shall not exceed the values stated in the environmental consent for the Project and prescribed by Kosovar Law.

Based on the foregoing, SUBCONTRACTOR shall:

1. Comply with all applicable laws, ordinances, statutes, rules, regulations, codes and

standards governing environmental requirements and conduct the Work based on the requirements of this subcontract, including compliance with permit requirements and Project plans, procedures, and approvals.

2. Provide all documentation required by all levels of governing authority or CONTRACTOR concerning environmental requirements.

3. As applicable, provide and maintain effective planning and field control measures for the following activities:

- Wastewater (domestic and industrial) discharges to land, surface water, or groundwater,
- To treat waste water before discharging
- To control after treatment, before the discharging
- To obtain the optimum parameter before discharging
- Extraction/supply of water from surface and/or subsurface sources
- To minimize water consumption
- To prevention the water pollution
- To keep away during the construction from the drinking water resources
- Storm water management,
- Spill prevention and response,
- To have and use drip trays during the oil or diesel refueling operation
- To have and use spill kits
- To have drip tray under the generator
- Erosion and sedimentation control,
- Protect all sensitive areas
- Air emissions and dust control,
- To minimize emission from sources
- To use environmental friendly fuel in vehicles
- To minimize the fuel consumption
- Damping water on haul road to prevent dust
- Noise control,
- To measure noise
- To prevent noise pollution
- Waste and hazardous waste management (domestic and industrial),
- To have and use just approved containers for waste deposit(trash bins)
- Label all waste containers
- Separate waste(separate waste (plastics, paper, metal....) for recycling or reusing)
- To separate hazardous waste from other waste, to establish proper deposit area (bounded area with 110% capacity)for hazardous wastes
- To establish proper deposit area (bounded area with 110% capacity) for used oil, contaminated soils, and for other contaminated materials
- To have MSDS for all chemical substances
- To collect batteries in special container
- Protection of areas designated as biologically / historically / archeologically / culturally significant (e.g., wetland, wildlife preserves, cultural resources, historic resources), and
- Work area restoration, including re-vegetation and re-contouring, build retention and sedimentation basins, river clean-up etc.(mitigation measures).

This shall include: obtaining certifications; conducting requisite analysis and monitoring of such activities as required by the Subcontract Documents, permit conditions or other applicable law and/or regulation; utilizing appropriate equipment for sampling, analysis and

treatment; and, proceeding in accordance with permit requirements.

4. Develop an Environmental Compliance Plan which shall, as a minimum, comply with the applicable requirements outlined in subclause 1 above. SUBCONTRACTOR shall have sole responsibility for implementing and enforcing its Environmental Compliance Plan.

5. Comply with all access restrictions, including prohibitions on access to or activities in areas on or adjacent to the Jobsite and require its personnel and those of its suppliers and subcontractors of any tier to comply with all signage and flagging related to such restricted areas. Restricted areas may include, but are not limited to: designated wetlands; environmental mitigation study areas; protected/restricted biological /cultural/historical/archeological sites; and designated fish, wildlife, or vegetative habitat.

6. Require that its personnel do not hunt, fish, feed, capture, extract, or other wise disturb aquatic or terrestrial, animal or vegetative species within the Project boundary or while performing any tasks in performance of the Work.

7. Not proceed with any renovation or demolition work until surveys and notifications have been completed, filed with, and approved by the appropriate regulatory agencies and CONTRACTOR specifically authorizes that work to proceed, i.e. asbestos or similar hazardous substances. Should such materials be uncovered during SUBCONTRACTOR'S work, the provisions of subclause 8 below shall apply.

8. Immediately stop work in any area where the following are discovered:

   (a) Contamination indicators such as odor or appearance; unknown containers, piping, underground storage tanks, or similar structures or obstacles; or

   (b) Any other materials which are reasonably suspected to be toxic or hazardous; or

   (c) Cultural resources or artifacts with potential archaeological or historical value.

   SUBCONTRACTOR shall then immediately notify CONTRACTOR and the stop work area shall be determined by CONTRACTOR and confirmed in writing. Activity in the stop work area shall only resume upon CONTRACTOR'S written approval. Cultural resources or artifacts shall not be disturbed or removed, but secured and guarded until turned over to CONTRACTOR or CONTRACTOR designated authorities.

9. Manage, store, and dispose of all hazardous waste generated by SUBCONTRACTOR during the Work in accordance with the applicable requirements outlined in subclause 1 above. All transporter and disposal companies used by SUBCONTRACTOR shall be appropriately licensed by the governing authorities and SUBCONTRACTOR shall provide CONTRACTOR with proof of such licensing prior to their performance on any Work.

SUBCONTRACTOR'S obligations under the General Condition titled "INDEMNITY" apply to any liability arising in connection with or incidental to SUBCONTRACTOR'S performance or failure to perform as provided in this clause.

GC-11 SITE CONDITIONS

SUBCONTRACTOR shall have sole responsibility for satisfying itself concerning the nature and location of the Work and failure to acquaint itself with applicable conditions will not relieve SUBCONTRACTOR of responsibility for properly estimating either the difficulties, time for or the cost of performing its obligations under this subcontract.

Any CONTRACTOR or EMPLOYER provided investigations of Jobsite surface or subsurface conditions are for information only and neither CONTRACTOR nor EMPLOYER warrant or guarantee their content.
Title to water, soil, rock, gravel, minerals, timber, and any other materials developed or obtained in the excavation or other operations of SUBCONTRACTOR upon CONTRACTOR or EMPLOYER premises remains with CONTRACTOR and EMPLOYER and the right to use said materials or dispose of same is hereby expressly reserved by CONTRACTOR or EMPLOYER.

GC-12 SUBCONTRACTOR JOBSITE REQUIREMENTS

SUBCONTRACTOR work areas on the Jobsite shall be assigned by CONTRACTOR and SUBCONTRACTOR will confine its operations to the areas so assigned.

SUBCONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of the Work and prior to final payment SUBCONTRACTOR shall remove its equipment, plant and surplus materials; dispose of all rubbish; and return all CONTRACTOR or EMPLOYER supplied equipment and materials to a CONTRACTOR designated Jobsite location.

SUBCONTRACTOR shall not interfere unnecessarily or improperly with the convenience of the public or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

Others may be working at the Jobsite during performance of this subcontract. SUBCONTRACTOR acknowledges its obligation to coordinate its activities on the Jobsite with the work of each such party to avoid or mitigate to the greatest extent possible interference with their work. CONTRACTOR also reserves the right to schedule SUBCONTRACTOR work to minimize interference with work of any of the parties involved.

SUBCONTRACTOR shall use reasonable efforts to prevent any road or bridge from being damaged by its traffic or personnel. These efforts shall include the proper use of appropriate vehicles and routes.

SUBCONTRACTOR shall be responsible for all risk of loss or damage to work in progress and all equipment and material in its possession and shall accordingly rectify any loss or damage. SUBCONTRACTOR shall receive, unload, store and process such equipment and material subject to CONTRACTOR'S review and approval.

SUBCONTRACTOR shall conduct its operations so as not to:

1. Interfere with any utility, right-of-way, structure or other property without appropriate permits and advance written authorization of CONTRACTOR, and

2. Enter upon lands in their natural state or damage or destroy vegetation or cultivated and planted areas, whether on or off the Jobsite, without the advance written authorization of CONTRACTOR.

SUBCONTRACTOR shall comply with CONTRACTOR'S and EMPLOYER's Jobsite security requirements and at all times conduct operations under this subcontract in a manner to avoid risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, material, work or other property.

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Jobsite shall be placed under the care and authority of EMPLOYER. SUBCONTRACTOR shall take reasonable precautions to prevent its personnel or other persons from removing or damaging any of these findings.

All costs for replacement, repair or restoration required by reason of SUBCONTRACTOR failure to protect all equipment, facilities and material described herein or for unauthorized obstruction, damage to or use of

property as described in 1 and 2 above shall be at SUBCONTRACTOR'S expense.

GC-13 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

SUBCONTRACTOR shall provide and use for the Work only such construction plant, equipment, tools, facilities and materials capable of producing the quality and quantity of work required by this subcontract and within the times specified in the Subcontract Schedule. Upon request, SUBCONTRACTOR shall provide CONTRACTOR a current itemized list of all plant, equipment, and tools on the Jobsite in the format and detail required by CONTRACTOR.

SUBCONTRACTOR shall discontinue operation of plant, equipment or facilities deemed unsatisfactory by CONTRACTOR and shall either modify the items to CONTRACTOR'S satisfaction or remove them from the Jobsite.

SUBCONTRACTOR shall not remove construction plant, equipment, tools or facilities from the Jobsite before the Work is finally accepted, without CONTRACTOR'S written approval.

GC-14 FIRST AID FACILITIES

Where CONTRACTOR or EMPLOYER has first-aid facilities at the Jobsite CONTRACTOR may, at its option, make available such facilities for the treatment of employees of SUBCONTRACTOR and employees of its lower-tier subcontractors and suppliers, who may be injured or become ill while engaged in the performance of the Work under this subcontract.

If first-aid facilities and/or services are made available to said employees then, in consideration for the use of such facilities and the receipt of such services, SUBCONTRACTOR hereby agrees:

1. To include as part of its obligation under the General Condition titled "INDEMNITY" the obligation to release, defend, indemnify and hold harmless CONTRACTOR and EMPLOYER from all claims, demands, and liabilities arising from the use of such services or facilities; and

2. In the event any of SUBCONTRACTOR'S employees or employees of its lower-tier subcontractors and suppliers require off-site medical services, including transportation thereto, to promptly pay for such services directly to the providers thereof.

GC-15 INSPECTION AND TESTING

All equipment and material furnished and work performed shall be properly inspected by SUBCONTRACTOR at its expense and shall at all times be subject to quality surveillance and quality audit by CONTRACTOR, EMPLOYER or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for such quality surveillance or audit. If any equipment, material or work is determined by CONTRACTOR or EMPLOYER to be defective or not in conformance with this subcontract, if it has not been incorporated into the Work it shall not be so incorporated or otherwise the provisions of the General Condition titled "WARRANTY" shall apply.

Unless otherwise provided in the subcontract, testing of equipment, materials or work shall be performed by SUBCONTRACTOR at its expense and in accordance with subcontract requirements and SUBCONTRACTOR shall give CONTRACTOR 35 day's notice of tests and shall send to CONTRACTOR the results of the tests. Any tests or repeated tests that are not passed shall be repeated. Should tests in addition to those required by this subcontract be desired by CONTRACTOR, SUBCONTRACTOR will be

given reasonable notice to permit such testing. Such additional tests will be at CONTRACTOR'S expense.

SUBCONTRACTOR shall give notice to CONTRACTOR whenever any work is ready and before it is covered up, put out of sight, or packaged for storage or transport. CONTRACTOR shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to SUBCONTRACTOR that it does not require to do so. If SUBCONTRACTOR fails to give the notice, he shall, if and when required by CONTRACTOR, uncover the work and thereafter reinstate and make good, all at SUBCONTRACTOR's cost.

SUBCONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing.

GC-16 EXPEDITING

The equipment and materials furnished and work performed under this subcontract shall be subject to expediting by CONTRACTOR or its representatives who shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for expediting purposes. As required by CONTRACTOR, SUBCONTRACTOR shall provide detailed schedules and progress reports for use in expediting and shall cooperate with CONTRACTOR in expediting activities.

GC-17 FORCE MAJEURE

No delay or failure in performance by either party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure.

In this Clause, "Force Majeure" means an event or circumstance which:

(a) is beyond a party's control; and

(b) which, having arisen, such party could not, without expenditure, reasonably have avoided or overcome.

Force Majeure may include, but is not limited to, events or circumstances of the kind listed below, so long as conditions (a) and (b) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, or any trade embargo affecting the free flow of goods and services to or from Kosovo,

(ii) rebellion, terrorism, sabotage by persons other than the SUBCONTRACTOR's personnel, revolution, insurrection, military or usurped power, or civil war,

(iii) riot, commotion, environmental protest, disorder, strike or lockout by persons other than the SUBCONTRACTOR's personnel,

(iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the SUBCONTRACTOR's use of such munitions, explosives, radiation or radio-activity,

(v) natural events that are out of the ordinary such as earthquake, hurricane, typhoon or volcanic activity, flood, lightning, fire or cyclone;

(vi) the expropriation or compulsory acquisition by any competent authority within Kosovo of any assets or rights of the SUBCONTRACTOR.

The following will not constitute Force Majeure: insufficient financial means of SUBCONTRACTOR or any its suppliers or subcontractors to perform any subcontract obligations, including the insolvency or bankruptcy of any supplier or subcontractor; and the unavailability or shortages of labor or equipment or materials.

If SUBCONTRACTOR'S performance of this subcontract is delayed by a Force Majeure occurrence, SUBCONTRACTOR shall immediately provide CONTRACTOR written notification of the delay and its estimated duration within twenty-four (24) hour of the occurrence. During the ongoing occurrence, SUBCONTRACTOR shall take all actions to minimize and mitigate the effect of the Force Majeure occurrence. Within seven (7) calendar days after the cessation of any Force Majeure occurrence, SUBCONTRACTOR shall notify CONTRACTOR in writing specifying the actual duration of the delay and describing its plan to minimize and mitigate the effect of the Force Majeure occurrence on the completion of the Work.

Failure to provide any of the above required notices or failure to submit its plan to minimize or mitigate the effect of a Force Majeure occurrence shall be sufficient ground for denial of an extension of time. If CONTRACTOR determines that the delay was caused by a Force Majeure occurrence, CONTRACTOR will determine the duration of the delay and will extend the time of performance of this subcontract by modifying the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK" accordingly. Such extension shall be the sole remedy for the delay.

GC-18 VARIATION and AMENDMENT

18.1 For the purposes of this GC-18, "Variation" shall mean any change to the Services which is instructed or approved as a variation in accordance with the procedure set out in this GC-18 below.

18.2 A Variation may be initiated by CONTRACTOR at any time, either by an instruction or by a request for SUBCONTRACTOR to submit a proposal including, without limitation, additions, deletions, rescheduling and acceleration or deceleration, to all or any part of the Work, and SUBCONTRACTOR agrees to perform such Works as changed. Where SUBCONTRACTOR can show that an instruction or request for proposal of CONTRACTOR given in accordance with the subcontract has resulted in, or that the occurrence of an event beyond the control of SUBCONTRACTOR causes an increase or decrease in the cost of performing the Work, or in the time required to perform, any part of the Work, an equitable adjustment shall be made to the compensation or time(s) for completion, or both. SUBCONTRACTOR shall, within five (5) calendar days of such instruction or request for proposal, notify CONTRACTOR and submit a substantiated claim. CONTRACTOR shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. If CONTRACTOR instructs or approves a Variation, he shall proceed to determine any reasonable costs to which SUBCONTRACTOR is entitled as a direct consequence of the Variation. SUBCONTRACTOR shall not make any alteration and/or modification of the Work, unless and until CONTRACTOR issues an instruction or approves a Variation.

18.3 The substantiated claim to be submitted by the SUBCONTRACTOR pursuant to GC-18.2 shall include the following information:

(1) a description of the proposed Works to be performed and a programme for its execution,
(2) SUBCONTRACTOR's proposal for any necessary modifications to the order of performance of the Works and/or the Milestone Dates in Exhibit "C" - Quantities, Pricing and Data,
(3) SUBCONTRACTOR'S reasonable costs as a direct consequence of the Variation on the basis set out in Exhibit "C" - Quantities, Pricing and Data, and
(4) SUBCONTRACTOR'S proposal for evaluation of the Variation.

18.4 Any delay by SUBCONTRACTOR in giving notice or presenting a proposal under this GC-18 shall be grounds for rejection of the claim if and to the extent CONTRACTOR is prejudiced by such delay. In no case shall a claim by SUBCONTRACTOR be considered if asserted after final payment under this subcontract.

18.5 SUBCONTRACTOR shall proceed diligently with performance of the Works and comply with any decision of CONTRACTOR, pending final resolution of any request for adjustment, dispute, claim, appeal, or action arising under this subcontract.

18.6 No amendments or modifications of any of the Subcontract Documents constituting this subcontract shall be valid unless evidenced in writing as a formal amendment, in a standard amendment format and signed by duly authorized signatories of the Parties. Changes to Subcontract Documents constituting this subcontract, which are required as part of the implementation of a Variation, shall be documented in a standard change order format to be agreed by the Parties and signed by duly authorized signatories of the Parties.

Each Variation may include:

(a) changes to the quantities of any item of work included in the subcontract (however, such changes do not necessarily constitute a Variation),

(b) changes to the quality and other characteristics of any item of work,

(c) changes to the levels, positions and/or dimensions of any part of the Works,

(d) omission of any work, including after a prolonged suspension under GC-24 of 84 consecutive days or 160 days in an 18 month period,

(e) any additional work, plant, materials or services necessary for the Works, or

(f) changes to the sequence or timing of the execution of the Works.

SUBCONTRACTOR shall not make any alteration and/or modification of the Works, unless and until CONTRACTOR instructs or approves a Variation.

If CONTRACTOR requests a proposal, prior to instructing a Variation, SUBCONTRACTOR shall respond in writing as soon as practicable and in any event within seven (7) days by submitting:

(a) a description of the proposed work to be performed and a programme for its execution,

(b) SUBCONTRACTOR's proposal for any necessary modifications to the Subcontract Schedule and to the Subcontract Milestone dates and to the amount payable under the subcontract; and

(c) SUBCONTRACTOR's proposal for evaluation of the Variation.

CONTRACTOR shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. SUBCONTRACTOR shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of costs, shall be issued by CONTRACTOR to SUBCONTRACTOR, who shall acknowledge receipt.

If any Variation issued under this clause directly or indirectly causes an increase or decrease in SUBCONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made and the contract modified by CONTRACTOR.

For work of a minor or incidental nature, the value of which is less than five thousand Euro (€5,000), CONTRACTOR may instruct that a Variation shall be executed on a daywork basis.

SUBCONTRACTOR shall submit quotations to CONTRACTOR with reasonable details regarding who will be carrying out the work and the work involved.

To the extent covered in Exhibit C – Unit Price Schedule, the work shall then be valued in accordance with the rates set out in Exhibit C – Unit Price Schedule. Otherwise, the works, including materials required for them, shall be valued according to the quotations and reasonable details provided by SUBCONTRACTOR.

All other modifications to this subcontract shall be by written Amendment signed by both parties.

GC-19 RECORDS AND AUDIT

SUBCONTRACTOR shall maintain records and accounts in connection with the performance of this subcontract that will (i) accurately document incurred costs, both direct and indirect, of whatever nature and (ii) are in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or with International Accounting Standards Committee (IASC) standards consistently applied, as applicable for a period of two (2) years from the expiration of SUBCONTRACTOR'S obligations under this subcontract or for such longer period as may be specified by applicable law. CONTRACTOR or their representatives shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purpose of verifying payments or requests for payment when costs are the basis of such payment and to evaluate the reasonableness of proposed subcontract price adjustments and claims.

GC-20 WARRANTY and STANDARD OF CARE

20.1 SUBCONTRACTOR represents that it will perform the Services in accordance with this subcontract and the standard of care in GC-1.1. In addition to all other rights and remedies which CONTRACTOR may have, SUBCONTRACTOR shall, at its expense, re-perform the Work to correct any defects and shall be liable, if and to the extent resulting from any defect, for the repair, replacement or re-instatement of any defective materials and equipment and re-performance of any non-conforming construction work for a period from commencement of the Work until twelve (12) months following Final Acceptance and for the periods of design liability required by applicable law. CONTRACTOR shall notify SUBCONTRACTOR in writing or in other appropriate way of any defects and shall approve the method and timing of corrections. CONTRACTOR shall also perform such tests as CONTRACTOR may require to verify that such corrective actions to its Work comply with the Subcontract. All costs incidental to such corrective action including, but not limited to, review, access, removal, retesting and re-inspection shall be borne by SUBCONTRACTOR. If SUBCONTRACTOR fails to take corrective action within a reasonable time, CONTRACTOR may perform the corrective measures by other reasonable means (including, but not limited to, the engagement of any third party to perform the corrective measures) and CONTRACTOR shall be entitled to back-charge SUBCONTRACTOR for, withhold from payments due to SUBCONTRACTOR, offset against other obligations, or collect as a debt due from SUBCONTRACTOR, any and all costs and expenses incurred in connection therewith.

20.2 Services and any resulting non-conforming construction services re-performed within twelve (12) months of Final Acceptance shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of re-performance, not to exceed twenty-four months from Final Acceptance.

20.3 The total liability of SUBCONTRACTOR to CONTRACTOR under the subcontract shall be equal to the amount payable to SUBCONTRACTOR under and in connection with this subcontract if the amount so payable is less than 110,986.92 Euro.

20.4 The above limitation of liability shall not apply:

(a) in case of fraud, criminal conduct and/or wilful misconduct by SUBCONTRACTOR;

(b) where the relevant liability cannot be limited in accordance with applicable laws; and

(c) to SUBCONTRACTOR 's obligations under GC-22 and GC-23.

GC-21 BACKCHARGES

CONTRACTOR may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to SUBCONTRACTOR amounts sufficient to cover the full costs of any of the following:

1. SUBCONTRACTOR'S failure to comply with any provision of this subcontract or SUBCONTRACTOR'S acts or omissions in the performance of any part of this subcontract, including, but not limited to, violation of any applicable law, order, rule or regulation, including those regarding safety, hazardous materials or environmental requirements;

2. Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means when SUBCONTRACTOR states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or

3. CONTRACTOR agrees to or is required to take action or perform work for SUBCONTRACTOR, such as cleanup, off-loading or completion of incomplete work.

CONTRACTOR may also backcharge SUBCONTRACTOR for work done or cost incurred to remedy these or any other SUBCONTRACTOR defaults, errors, omissions or failures to perform or observe any part of this subcontract. CONTRACTOR may, but shall not be required to, give SUBCONTRACTOR written notice before performing such actions or work or incurring such cost. Lack of written notice shall not impair CONTRACTOR'S right to proceed with the action or work under this or any other provision of this subcontract.

The cost of backcharge work shall include:

1. Incurred labor costs (manual and non-manual) including all payroll additives, travel and subsistence;

2. Incurred net delivered material costs;

3. Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action;

4. Equipment and tool rentals at prevailing rates in the Jobsite area; and

5. A factor of ten percent (10%) applied to the total of Items 1 through 4 for CONTRACTOR'S overhead, supervision, administrative and other indirect costs.

CONTRACTOR shall separately invoice or deduct and retain from payments otherwise due to SUBCONTRACTOR the costs as provided herein. CONTRACTOR'S right to backcharge is in addition to any and all other rights and remedies provided in this subcontract or by law. The performance of backcharge work by CONTRACTOR shall not relieve SUBCONTRACTOR of any of its responsibilities under this subcontract including but not limited to express or implied warranties, specified standards for quality,

contractual liabilities and indemnifications, and meeting the Subcontract Milestones of the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".

GC-22 INDEMNITY

SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless CONTRACTOR, and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions losses, damages, and expenses including attorney's fees, costs, expenses, and losses of whatsoever kind including property damage and injury to or death of any person, including employees of CONTRACTOR or SUBCONTRACTOR arising out of and/or in connection with the performance of this subcontract, if and to the extent caused or contributed to by reason of any breach of the subcontract, willful misconduct or negligence of SUBCONTRACTOR, its lower-tier subcontractors or of anyone acting under its direction or control.

GC-23 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

23.1 SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions, losses, damages, and expenses, including attorney's fees, whether rightful or otherwise, that any concept, design, process, copyrighted material or confidential information, or any part thereof, furnished by SUBCONTRACTOR under this subcontract constitutes an infringement of any patent, copyright or other intellectual property right, or a theft of trade secrets. If use of any part of such concept, design, process, copyrighted material or confidential information is limited or prohibited, SUBCONTRACTOR shall procure the necessary licenses to use the infringing or a modified but non-infringing concept, design, process, copyrighted material or confidential information or replace it with substantially equal but non-infringing concepts, designs, processes, copyrighted material or confidential information; provided, however,

(1) that any such substituted or modified concepts , designs, processes, copyrighted material or confidential information shall meet all the requirements and be subject to all the provisions of this subcontract, and

(2) that such replacement or modification shall not modify or relieve SUBCONTRACTOR of its obligations under this subcontract.

23.2 The foregoing obligation shall not apply to any concept, design, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by CONTRACTOR to SUBCONTRACTOR.

GC-24 RIGHT TO WORK TOOLS AND WORK PRODUCT

24.1 CONTRACTOR shall have, and SUBCONTRACTOR hereby grants CONTRACTOR, a permanent, assignable, non-exclusive, royalty-free sub-licensable license to use any concept, copyrighted material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software) and confidential information owned by SUBCONTRACTOR upon commencement of the Work under this subcontract and furnished or supplied to CONTRACTOR by SUBCONTRACTOR in the course of performance under this subcontract.

24.2 Under such license CONTRACTOR may copy or reproduce any and all documents and information furnished by SUBCONTRACTOR in connection with the subcontract and distribute such copies or reproductions to others as deemed appropriate by the licensees notwithstanding any proprietary

legends or copyright notices to the contrary. SUBCONTRACTOR shall obtain necessary permission and releases from any third parties placing proprietary legends or copyright notices on such documents or information.

24.3 Subject to GC-24.4, any concept, copyrightable material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs and electronic software) or confidential information first developed, or produced or acquired by SUBCONTRACTOR or any of its employees or sub-contractors, or any of their employees, in the performance of or otherwise in connection with this subcontract (collectively, "Work Product") shall to the extent not protected by third party patents or other third party intellectual property rights, be the property of CONTRACTOR upon creation, whether or not delivered to CONTRACTOR at the time of creation, and shall upon request by CONTRACTOR (but in no event later than final acceptance of the Services) be delivered to CONTRACTOR. Upon request by CONTRACTOR from time to time, SUBCONTRACTOR agrees to do all things reasonably necessary, at CONTRACTOR's expense and as CONTRACTOR directs, to obtain patents or copyrights on any portion of such Work Product, to the extent the same may be patentable or copyrightable. SUBCONTRACTOR further agrees to execute and deliver or cause to be executed and delivered such documents, including in particular instruments of assignment, as CONTRACTOR may in its discretion deem necessary or desirable to assign and transfer title to such Work Product as CONTRACTOR may direct and to carry out the provisions of this clause.

24.4 Nothing in this subcontract affects the intellectual property rights of either Party existing prior to the Effective Date, or requires the assignment or transfer of any proprietary business information, trade secrets, or know-how of the SUBCONTRACTOR.

GC-25 ASSIGNMENT AND SUBCONTRACTS

25.1 Any SUBCONTRACTOR assignment of this subcontract or rights hereunder, in whole or part, without the prior written consent of CONTRACTOR shall be void.

25.2 SUBCONTRACTOR shall not subcontract or form any association or cooperative arrangement with any third party for the performance of all or any portion of the Services without the prior written approval of CONTRACTOR. Purchase orders and subcontracts of any tier must include provisions to secure all rights and remedies of CONTRACTOR provided under this subcontract, and must impose upon the lower-tier associate, subcontractor and supplier all of the duties and obligations required to fulfill this subcontract.

25.3 Copies of all purchase orders and subcontracts are to be provided to CONTRACTOR upon request. Pricing may be deleted unless the compensation to be paid thereunder is reimbursable under this subcontract.

GC-26 SUSPENSION

26.1 CONTRACTOR may by written notice to SUBCONTRACTOR suspend the Work under this subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue Work to the extent specified in the notice, continue to maintain the status of the Work; take any other steps to minimize costs associated with such suspension and provide CONTRACTOR with estimates of potential suspension costs. During the term of any suspension, no less often than bi-weekly, SUBCONTRACTOR shall keep CONTRACTOR informed of the costs of the suspension already incurred and the estimated costs of continuing the suspension. SUBCONTRACTOR shall provide any information reasonably requested by CONTRACTOR in relation to such costs.

26.2 Upon receipt of notice to resume suspended Work, SUBCONTRACTOR shall immediately resume

performance under this subcontract to the extent required in the notice.

26.3 SUBCONTRACTOR shall, subject to GC-18.4, be entitled to an equitable adjustment to the compensation and/or time(s) for completion on account of any suspension under GC-26.1 if and to the extent that such suspension is not instructed as a result of any breach of the Subcontract, willful misconduct or negligence of SUBCONTRACTOR.

GC-27 TERMINATION

27.1 CONTRACTOR may by written notice to SUBCONTRACTOR terminate the Work under this subcontract in whole or in part at any time, either for CONTRACTOR's convenience or for the default of SUBCONTRACTOR. Upon such termination:

(1) all data, plans, specifications, reports, estimates, summaries, lower-tier purchase orders and subcontracts, completed Works and Works in progress, other information and materials as may have been accumulated by SUBCONTRACTOR in performing this subcontract including all Work Product shall be delivered to CONTRACTOR.

(2) SUBCONTRACTOR shall immediately leave the Jobsite and comply with any reasonable instructions included in CONTRACTOR's notice for the protection of life or property or for safety of the works or Project; and

(3) CONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works.

27.2 If the termination is for the convenience of CONTRACTOR, an equitable adjustment in the compensation to be paid to SUBCONTRACTOR shall be made based upon the cost for completed Works, Works in progress and the reasonable costs incurred, or to be incurred, by SUBCONTRACTOR, due to such termination. All amounts claimed by SUBCONTRACTOR in respect of such termination shall be actual proven costs, substantiated with an appropriate level of documentation. No amount shall be allowed for anticipated profit on unperformed Works., or for loss of income, loss of opportunity or other loss of profit.

27.3 SUBCONTRACTOR shall be deemed in default only where SUBCONTRACTOR: (i) breaches any provision of this Subcontract and fails to rectify any such breach within a period of twenty-eight (28) calendar days from a notice by CONTRACTOR to SUBCONTRACTOR stating the breach, (ii) becomes insolvent, (iii) becomes the subject of voluntary or involuntary bankruptcy proceedings, (iv) makes an admission of inability to pay debts as due, or (v) makes an assignment for the benefit of creditors without obtaining CONTRACTOR'S prior written consent. If the termination is attributable to the default of SUBCONTRACT, CONTRACTOR shall have the right to complete such Works by whatever method CONTRACTOR may deem expedient. SUBCONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works under this Subcontract. An equitable adjustment in the compensation shall be made based upon the cost for completed Works. No amount shall be allowed for Works in progress, termination costs or anticipated profit on unperformed Works. However, SUBCONTRACTOR (and any person, whether natural or legal, providing a bond or guarantee in relation to SUBCONTRACTOR's obligations hereunder) shall be liable for all costs reasonably and necessarily incurred in completion of the Works, including costs of administration of any purchase order or subcontract awarded to others for completion. Such costs may be deducted by CONTRACTOR from such monies as may be due or thereafter become due to SUBCONTRACTOR, or CONTRACTOR may recover such costs as a debt due from SUBCONTRACTOR to CONTRACTOR.

GC-28 FINAL INSPECTION AND ACCEPTANCE

When SUBCONTRACTOR considers the Work under this subcontract are, or any Milestone is, complete and ready for acceptance, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR will conduct such reviews, inspections and tests as needed to satisfy CONTRACTOR that each Milestone, or upon completion, the Work conform to the subcontract requirements. CONTRACTOR will notify SUBCONTRACTOR of any nonconformance in writing and the provisions of GC-20 shall apply to the nonconformance as a defect. If the Work are accepted in Milestones such acceptance is partial pending "Final Acceptance" of the Work as a whole. If all Work conform to the Subcontract requirements, CONTRACTOR shall issue a Certificate of Final Acceptance , which shall be final and conclusive with regard to determining completion of the Work except for fraud and CONTRACTOR's rights under GC-20, 22 and 23.

GC-29 NON-WAIVER

29.1 None of the following shall operate as, or be deemed to be, a waiver or release of SUBCONTRACTOR'S obligations under this subcontract:

(1) failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this subcontract;

(2) failure or delay to exercise any rights or remedies provided herein or by applicable law;

(3) failure to properly notify SUBCONTRACTOR in the event of breach of any obligation;

(4) the acceptance of, or payment for, any Services hereunder;

(5) the review or failure to review SUBCONTRACTOR submissions;

(6) the inspection and test by CONTRACTOR or the failure to inspect and test the Services; and

(7) the termination either in whole or in part of the Services under this subcontract.

29.2 Any waiver by CONTRACTOR of its rights or remedies under this subcontract must be in writing to be effective.

29.3 The remedies provided to CONTRACTOR are not mutually exclusive and CONTRACTOR'S exercise of any remedy or remedies will not prevent CONTRACTOR from exercising any other remedy or remedies it has under the subcontract or at applicable law.

GC-30 SEVERABILITY

The provisions of this subcontract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the subcontract shall continue in full force and effect so that the purpose and intent of this subcontract shall still be met and satisfied.

GC-31 SURVIVAL

All terms, conditions and provisions of this subcontract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment

of this subcontract.

GC-32 GOVERNMENT RESTRICTED PARTIES AND COMMODITIES

32.1 SUBCONTRACTOR acknowledges that all applicable laws of any country of origin of commodities, software, technology or other regulated items shall apply to the exports of such commodities, software, technology or other regulated items under this subcontract. SUBCONTRACTOR also acknowledges that other applicable laws may restrict the use of certain parties in connection with this subcontract. Such laws, rules and regulations are generally described below.

Restricted Parties Lists

The U.S. Government, foreign country governments and international organizations publish Restricted Parties Lists ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. SUBCONTRACTOR shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. SUBCONTRACTOR shall not enter into any transactions with any third party identified on any applicable Lists.

Licensing Requirements

(a) General: Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of conventional weapons of mass destruction, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. SUBCONTRACTOR shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software or technology or other regulated item.

(b) United States of America (USA) Export Licensing Requirements:

SUBCONTRACTOR is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work except for any commodity, software or technology supplied by CONTRACTOR. A copy of the export license, or rationale as to why a license is not required, shall be provided to CONTRACTOR upon request.

32.2 SUBCONTRACTOR shall be responsible for any delay resulting from SUBCONTRACTOR's failure to comply fully and timely with any such applicable laws described in GC-29.1 above.

32.3 SUBCONTRACTOR hereby agrees to indemnify, defend and hold harmless CONTRACTOR, its affiliates and their directors, officers, employees and representatives from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of SUBCONTRACTOR's failure to comply with its obligations under this clause.

GC-33 STANDARDS OF CONDUCT

33.1 In relation to the bribery of public officials and private sector employees, SUBCONTRACTOR shall comply with all applicable national, federal, state and local laws, ordinances and regulations of the United States of America and of all other jurisdictions including without limitation, of the United States

of America, Kosovo and of all other applicable jurisdictions, including without limitation, all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "Act"). In addition, SUBCONTRACTOR shall:

(1) Comply with the principles of the World Economic Forum's Partnering Against Corruption Principles for Countering Bribery ("PACI Principles") set out in the World Economic Forum's 2005 publication Partnering Against Corruption Principles for Countering Bribery;

(2) Comply with the Act, the PACI Principles and any other applicable laws regarding corruption, bribery and the like "the Legislation";

(3) advise each of its lower-tier subcontractors regarding the purposes and provisions of the Legislation;

(4) ensure their subcontractors at any tier also comply with the Legislation;

(5) refrain and ensure that their subcontractors and suppliers at any tier refrain from taking any action that would cause CONTRACTOR to be in violation of the Legislation.

33.2 SUBCONTRACTOR shall institute and maintain procedures to document compliance with its obligations under this Clause GC-33, which shall be available at all times for inspection by CONTRACTOR, or their designated representatives. CONTRACTOR will have the right to audit, at any time, all such procedures and relevant documents. SUBCONTRACTOR shall be required to promptly provide any and all information sought by CONTRACTOR for the purposes of such audits.

33.3 In addition, and without prejudice to any other provision of this Subcontract, SUBCONTRACTOR represents and warrants to CONTRACTOR that it has not paid any money, provided any other item of value, or rendered any other benefit, nor has it promised to do so, for the sake of procurement of this Subcontract. Any breach of this representation or any other portion of this GC-30 shall be a material breach of this Subcontract and shall entitle CONTRACTOR to terminate the Subcontract for default upon written notice, with immediate effect and without any cure period. Such termination shall proceed pursuant to the terms of GC-27 titled "TERMINATION". Additionally, any breach of this GC-30 by SUBCONTRACTOR shall entitle CONTRACTOR to withhold from any payments due to SUBCONTRACTOR the value of any payments made or benefits rendered by SUBCONTRACTOR, without prejudice to any other remedy available under applicable law, and any breach of this GC-33 by CONTRACTOR shall entitle SUBCONTRACTOR to immediately cease the performance of the Services and withhold the delivery of any deliverables without prejudice to any other remedy available under applicable law.

33.4 SUBCONTRACTOR shall immediately notify CONTRACTOR of any violation of this GC-33. SUBCONTRACTOR understands that any violation of this GC-33 could result in the termination of this subcontract and any other agreement between the Parties or any of their affiliated companies and CONTRACTOR or any of its affiliated companies.

33.5 SUBCONTRACTOR agrees to include this GC-33 in each of its lower-tier subcontracts and to require its lower-tier subcontractors to include this clause in their subcontracts.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Well Foundation Works for Bridges

EXHIBIT "B" - SPECIAL CONDITIONS

SC	Title	Page
SC-1	DEFINITIONS	2
SC-2	INSURANCE	2
SC-3	CONTRACTOR-FURNISHED REQUIREMENTS	3
SC-4	SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES	4
SC-5	COMMENCEMENT, PROGRESS AND COMPLETION OF THE SERVICES	6
SC-6	SUBCONTRACT SCHEDULE	6
SC-7	SAFETY AND HEALTH REQUIREMENTS	7
SC-8	MEASUREMENT AND PAYMENT	9
SC-9	QUALITY ASSURANCE PROGRAM	10
SC-10	COMPONENT WARRANTIES	11
SC-11	NONDISCLOSURE	12
SC-12	APPLICABLE LAW	12
SC-13	RELEASE OF CONSEQUENTIAL DAMAGES	12
SC-14	MEASUREMENT SYSTEM	12
SC-15	PROGRESS REPORTS	12
SC-16	LANGUAGE REQUIREMENTS	13
SC-17	SUBCONTRACTOR MOBILIZATION/DEMOBILIZATION RESPONSIBILITIES	13
SC-18	SAFETY, HEALTH AND SECURITY	13
SC-19	QUALITY ASSURANCE PROGRAM	13
SC-20	DRUGS, ALCOHOL AND WEAPONS	14
SC-21	IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES	14
SC-22	THIRD PARTY RIGHTS	15
SC-23	SUBCONTRACTOR CLAIMS AND ARBITRATION	15

SC-1 DEFINITIONS

1.1 Contract means the contract entered into between CONTRACTOR and EMPLOYER in respect of the Project.

1.2 CONTRACTOR means the entity set out in the Subcontract Form of Agreement and all of their authorized representatives acting in their professional capacities, successors and permitted assigns.

1.3 EMPLOYER means the Ministry of Infrastructure of the Government of Kosovo and its authorized representatives and successors in interest, including without limitation the Engineer, if applicable.

1.4 Final Acceptance means acceptance in accordance with the provisions of GC-28.

1.5 Jobsite means the places provided by EMPLOYER where the permanent works for the Project are to be executed including storage and working areas and to which plant and materials are to be delivered and any other places as may be specified by EMPLOYER or CONTRACTOR as forming part of the Jobsite.

1.6 Milestone means each milestone for the performance of the Work as set out in Exhibit "C" - Quantities, Pricing and Data.

1.7 Milestone Date means the date for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.8 Milestone Price means the amount payable to SUBCONTRACTOR for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.9 Project means the Route 6 Prishtine – Hani i Elezit motorway in the Republic of Kosovo.

1.10 Work means the works described in Exhibit "D" – Scope of Services and Technical Specifications (as well as any other services which are incidental thereto).

1.11 SUBCONTRACTOR means the entity set out in the Subcontract Form of Agreement, its authorized representatives acting in their professional capacity, successors, and permitted assigns.

1.12 Variation shall have the meaning given to it in GC-18.

SC-2 INSURANCE

2.1 SUBCONTRACTOR shall, at its expense, maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below and with insurers and under forms of policies satisfactory to CONTRACTOR:

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

(2) Employers Liability Insurance of not less than €500,000.00

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

(3) Commercial General Liability Insurance for the SUBCONTRACTOR'S off-site activities written on an occurrence form with limits of liability for bodily injury, property damage and personal injury of not less than €500,000.00 per occurrence.

To the extent coverage is afforded to SUBCONTRACTOR under this policy, such policy shall include CONTRACTOR, their subsidiaries and affiliates, and the officers, directors, and employees of the foregoing each as "Additional Insureds," but only with respect to liability arising out of operations for CONTRACTOR by or for the SUBCONTRACTOR. Such coverage shall be primary as respects any other insurance maintained by or for the Additional Insureds and shall include a separation of insureds clause. Such insurance shall be an occurrence policy form, not a claims made form, and shall contain an insurer's waiver of subrogation in favor of the Additional Insureds.

(4) Automobile Liability (Owned, hired and non-owned) with combined single limits of liability for bodily injury or property damage as required by law.

SUBCONTRACTOR'S Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.

This policy of insurance is a requirement only in the event the SUBCONTRACTOR will operate or have control of motor vehicles within the Republic of Kosovo.

2.2 The required limits of coverage (1) through (4) may be satisfied by a combination of a primary policy and an excess or umbrella policy.

2.3 Neither CONTRACTOR nor EMPLOYER is maintaining any insurance on behalf of SUBCONTRACTOR unless otherwise specifically set forth herein.

2.4 None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by SUBCONTRACTOR are intended to and shall not in any manner limit or qualify the liability and obligations assumed by SUBCONTRACTOR under this subcontract.

2.5 SUBCONTRACTOR shall deliver to CONTRACTOR no later than ten (10) calendar days after subcontract award, but in any event prior to commencing the Services or entering the Jobsite, "Certificates of Insurance" evidencing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in a form acceptable to CONTRACTOR and provide not less than thirty (30) calendar days advance written notice will be given to CONTRACTOR prior to cancellation, termination or material alteration of such policies. Certificates shall identify on their face the project name and subcontract number. Delivery of the original and two (2) copies of the certificates and any notices of policy change shall be made to:

CONTRACTOR

Attention: Subcontractor Administrator
Reference: Subcontract No. 25939-ST1-SA-SOSC-00057

SC-3 CONTRACTOR-FURNISHED REQUIREMENTS

A. Utilities. The following will be furnished to SUBCONTRACTOR without cost at outlets existing on the Jobsite.

None

B. Facilities. The following will be furnished to SUBCONTRACTOR, subject to CONTRACTOR'S instructions and written approval for SUBCONTRACTOR use.

None

C. Permits. The following permits will, without cost, be furnished to SUBCONTRACTOR; however SUBCONTRACTOR shall, as necessary, provide CONTRACTOR and EMPLOYER with assistance in obtaining such permits.

None

D. Materials and Equipment. The following materials and/or equipment will be furnished SUBCONTRACTOR, at CONTRACTOR'S designated Jobsite warehouse or storage area, to be incorporated into or used in performance of the Work under this subcontract. Such items will be furnished without cost provided SUBCONTRACTOR shall, at its expense, accept delivery, load, unload, transport to points of use, care for such items until final disposition and upon completion of the Work return all surplus to CONTRACTOR'S designated Jobsite warehouse or storage area.

None – Except the ones stated in Exhibit C&D.

SC-4 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

CONTRACTOR review and permission to proceed does not constitute acceptance or approval of submittals including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by SUBCONTRACTOR and does not relieve SUBCONTRACTOR from full compliance with the subcontract requirements.

A. Drawings.

Where drawings are required for:

1. Fabrication of SUBCONTRACTOR-furnished equipment or materials,

2. Installing SUBCONTRACTOR-furnished equipment or materials, or

3. Planning and performance of the Work under this subcontract,

such drawings shall be submitted by and at the expense of SUBCONTRACTOR before fabrication, installation or performance, allowing at least fourteen (14) calendar days for review by CONTRACTOR unless otherwise shown on the Subcontract Schedule. The drawing submission sequence shall be established to provide all information for each drawing's complete review upon receipt.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number and indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, e.g., fits between shafts or stems and seals.

SUBCONTRACTOR shall certify all submitted drawings to be correct, show the subcontract number and furnish two (2) reproducibles and four (4) copies of all drawings. CONTRACTOR will review SUBCONTRACTOR'S drawings and a reproducible drawing marked with one of the following codes will be returned to SUBCONTRACTOR.

Code Notation

1. Work may proceed.

2. Revise and Resubmit. Work may proceed subject to resolution of indicated comments.

3. Revise and Resubmit. Work may not proceed.

4. Review not required. Work may proceed.

Although work may proceed on receipt of a drawing coded 2, SUBCONTRACTOR must resolve the comments indicated, resubmit and obtain a Code 1 before release for shipment or completion of the affected work.

B. Samples.

Where samples are required by CONTRACTOR, they shall be submitted by and at the expense of SUBCONTRACTOR not less than fourteen (14) calendar days prior to the time such materials are needed for incorporation into the Work. The materials represented by such samples shall not be manufactured, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

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

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

C. Certificates and Data.

Where certificates are required, four (4) copies of each certificate shall be submitted by and at the expense of SUBCONTRACTOR fourteen (14) calendar days prior to the time the materials requiring certification are needed for incorporation into the Work. The materials represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

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

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

D. As-Built Drawings and Specifications.

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

2. Final As-Builts. In addition to as-built drawings and specifications that may be required for construction turnover, SUBCONTRACTOR shall, prior to Final Acceptance and at its

expense, furnish to CONTRACTOR a complete set of signed marked-up as-built reproducible drawings and specifications with AS-BUILT clearly printed on each sheet and on the specification cover. CONTRACTOR, without charge, will furnish SUBCONTRACTOR with reproducible drawings and specifications for mark-up by SUBCONTRACTOR. SUBCONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts to final as-built drawings and all annotations from progress as-builts to final as-built specifications.

3. Endorsement. SUBCONTRACTOR shall sign each final as-built drawing and the cover of the as-built specifications and shall note thereon that the recording of deviations and annotations is complete and accurate.

E. Operation and Maintenance Manuals.

Prior to, and as a pre-condition of, Final Acceptance, SUBCONTRACTOR shall prepare, and submit to CONTRACTOR, operation and maintenance manuals for the parts of the Work specified by CONTRACTOR in sufficient detail for the EMPLOYER to operate, maintain, dismantle, reassemble, adjust and repair the Work.

SC-5 COMMENCEMENT, PROGRESS AND COMPLETION OF THE SERVICES

4.1 SUBCONTRACTOR shall carry out the Work with due diligence and without delay, furnish sufficient personnel, equipment, and facilities and work such hours required to ensure completion of the Milestones by Milestone Dates or at such other time or in such order as directed in writing by CONTRACTOR.

4.2 SUBCONTRACTOR shall, from time to time, be required to provide to CONTRACTOR for approval an original and/or subsequently updated programme showing all activities and sequence of operations needed for the orderly performance and completion of the Work in accordance with the Milestone Dates or at such other time or in such order as directed by CONTRACTOR. SUBCONTRACTOR shall comply with the order of performance of the Work and the Milestones, or such other times and/or order of performance as directed in writing by CONTRACTOR.

4.3 Noncompliance with the order of performance of the Work and the Milestones and/or with CONTRACTOR's written directions in respect of the timing and/or order of priority of Milestones shall be grounds for termination for SUBCONTRACTOR default pursuant to GC-27.

SC-6 SUBCONTRACT SCHEDULE

SUBCONTRACTOR shall, within fourteen (14) calendar days of subcontract award and before the first progress payment is made, submit to CONTRACTOR for its written approval a detailed Subcontract Schedule in the format directed by CONTRACTOR, meeting the dates established in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK". The Subcontract Schedule shall show all essential construction activities and sequence of operations needed for the orderly performance and completion of the Work and any separable parts thereof.

The Subcontract Schedule shall be complete in all respects and shall summarize equipment procurement and installation requirements and include a personnel forecast by craft by activity. In addition SUBCONTRACTOR shall submit a complementary narrative description of SUBCONTRACTOR'S plan for performing the Work to meet the Subcontract Schedule.

SUBCONTRACTOR shall promptly inform CONTRACTOR of any proposed change in the schedule and shall furnish CONTRACTOR with a revised schedule within ten (10) calendar days after approval by CONTRACTOR of such change. The schedule shall be kept up to date, taking into account the actual

work progress and shall be revised, if requested by CONTRACTOR, every thirty (30) calendar days. The revised schedule shall, as determined by CONTRACTOR, be sufficient to meet the requirements for completion of the Work as set forth in this subcontract.

Throughout performance of the Work, SUBCONTRACTOR shall participate in progress and coordination meetings as required by CONTRACTOR and shall submit, whenever required by CONTRACTOR, details of the arrangements and methods which SUBCONTRACTOR proposes to adopt for the execution of the Work and shall submit periodic progress reports to CONTRACTOR on the actual progress, to include the following:

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

2. Monthly A job hour comparison by craft and non-manual of actual versus planned staffing;

3. Weekly A three-week look-ahead personnel forecast by craft. Variation from approved schedules and plans shall be noted and rationalized;

4. 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;

5. Weekly A weekly report of quantities installed versus total quantities on items of the Work selected by CONTRACTOR;

6. Weekly A weekly report of labor productivity comparing actual versus planned job hours on items of the Work selected by CONTRACTOR. Variation from approved schedules and plans shall be noted and rationalized;

7. Daily A daily force report listing all personnel by craft and non-manual and work assignment; and

8. Daily A daily plant and equipment and materials report showing the construction facilities and plant and equipment and materials utilized in the Work and the name of the manufacturer and manufacture location.

Schedules and reports shall be furnished in hardcopy and/or electronic files as specified by CONTRACTOR.

SC-7 SAFETY AND HEALTH REQUIREMENTS

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.

Within thirty (30) calendar days after subcontract award and prior to commencing work at the Jobsite, SUBCONTRACTOR shall submit a written Safety and Health (S&H) Plan to CONTRACTOR for review and approval.

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

1. All applicable laws, ordinances, statutes, rules, regulations, codes and standards 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; and

3. The "SAFETY AND HEALTH STANDARDS" set forth in Appendix B-1 titled "SAFETY AND HEALTH STANDARDS", as well as CONTRACTOR'S and EMPLOYER'S S&H Plan, including revisions thereto. If SUBCONTRACTOR considers any such revision to be a change affecting cost or schedule, the provisions of the General Condition titled "VARIATIONS" shall apply.

To the extent allowed by law, SUBCONTRACTOR shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier, with respect to the Work.

SUBCONTRACTOR'S failure to correct any unsafe condition for which SUBCONTRACTOR is responsible or any unsafe act committed by SUBCONTRACTOR, its employees, its suppliers or subcontractors of any tier shall 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.

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". 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.
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 and as set forth in the Appendix B-1.

SUBCONTRACTOR shall maintain accident and injury records as required by applicable laws and regulations. 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.

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.

SUBCONTRACTOR shall assign a Safety Representative acceptable to CONTRACTOR. Such representative may, with CONTRACTOR'S written approval, perform other duties. SUBCONTRACTOR'S designated Safety Representative shall be physically located at the Jobsite; respond to CONTRACTOR'S safety concerns and requirements; have authority for correcting unsafe conditions or acts by SUBCONTRACTOR, its employees, and employees of SUBCONTRACTOR'S suppliers or subcontractors of any tier; and coordinate with other Jobsite contractors and subcontractors on safety matters required for the Work.

SC-8 MEASUREMENT AND PAYMENT

The Prices (VAT excluded) set out in Exhibit "C" are firm all inclusive prices and not subject to escalation. Payment according to these prices shall constitute full payment for performance of the corresponding to Work undertaken and cover all costs of whatever nature incurred by SUBCONTRACTOR in executing the Work in accordance with the provisions of this subcontract. All prices are in Euro and all payments shall be in the same currency.

PREREQUISITES FOR PAYMENT

No payment shall be made prior to the receipt by CONTRACTOR from SUBCONTRACTOR of the following:

1. Insurance Certificate(s);
2. Agreement of Health and Safety Plan;
3. Company Registration Documentation;
4. List of Employees for the month worked;

PAYMENT

SUBCONTRACTOR shall prepare a monthly payment application, which is a written statement of the amount and value of work satisfactorily performed by SUBCONTRACTOR up to the 22nd day of each month. This payment application shall be submitted for CONTRACTOR'S approval and 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 into the Work.

The quantity of work to be paid for under any item for which price is fixed shall be progress percentage of CONTRACTOR approved units of work satisfactorily completed in accordance with provisions of the SUBCONTRACT including the specified units of measure. Payment for items will be made on the basis defined in Exhibit D.

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.

CONTRACTOR shall review and certify the amount of SUBCONTRACTOR'S payment application that is payable under the Subcontract and shall return a copy of such application to SUBCONTRACTOR, indicating the amount certified fro payment.

SUBCONTRACTOR shall then prepare and submit an invoice in an amount equal to the amount of its payment application that has been certified for payment along with the following documents:

- a copy of the certified payment application.

- list of employees for the month who worked on the project.

SUBCONTRACTOR shall submit all invoices, in form and format directed by CONTRACTOR, in original and one (1) copy to:

Mail Address

BECHTEL ENKA - GP

Pejton "Mujo Ulqinaku" 5/9, 4th Floor
Prishtina, Kosovo

Attention: Subcontracts Administrator

Reference: Subcontract No. 25939-ST1-SA-SOSC-00057

SUBCONTRACTOR shall certify in each invoice that there are no known outstanding mechanic's or material-men's liens and that all due and payable bills have been paid or are included in the application for payment. SUBCONTRACTOR shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the Work under this subcontract as a condition precedent to any payment by CONTRACTOR. CONTRACTOR may require SUBCONTRACTOR to submit satisfactory evidence of payment and release of all such claims. If there is any evidence of any such unpaid claim, CONTRACTOR may withhold any payment until SUBCONTRACTOR has furnished such evidence of payment and release and SUBCONTRACTOR shall indemnify and defend CONTRACTOR and EMPLOYER against any liability or loss arising from any such claim.

Subject to the receipt by CONTRACTOR of such amounts from EMPLOYER under the Contract and the receipt from SUBCONTRACTOR of the Prerequisites for Payment, CONTRACTOR shall, in accordance with the provisions of this subcontract, within forty (40) calendar days after receipt of a correct invoice, pay SUBCONTRACTOR ninety five percent (95%) of the approved invoice amount retaining the balance (Retainage) pending Final Acceptance of the Work or as otherwise specified below.

Failure to specify the full subcontract number or to submit full supporting documentation may be cause for invoice rejection or delay in payment.

No payment 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 for which payment has been made, whether or not the same has been incorporated in the Work, and title to all completed work whether paid for or not, shall vest in CONTRACTOR, or EMPLOYER as the case may be, and in any case shall not be part of SUBCONTRACTOR'S property or estate 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 this subcontract is terminated.

CONTRACTOR shall reduce the value of the Retainage to two and a half percent (2.5%) of the final subcontract value until expiration of the warranties provided under the General Condition titled "WARRANTY". However, upon CONTRACTOR'S written approval all Retainage may be paid and an acceptable security substituted for this requirement.

SC-9 QUALITY ASSURANCE PROGRAM

Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for approval by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

1. Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

2. Project-specific Quality Assurance/Quality Control Plan.

The Project-specific Quality Assurance Plan/Quality Control shall 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.

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.

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.

The plan shall be updated as necessary throughout the subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

SUBCONTRACTOR shall comply with the approved updated (from time to time) plan.

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 Program are found.

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 SUBCONTACTOR 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 and EMPLOYER to develop and implement any such recovery plan shall be to the account of SUBCONTRACTOR.

CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including suppliers and subcontractors of any tier, at any stage of the Work.

SC-10 COMPONENT WARRANTIES

In addition to the General Condition titled "WARRANTY" SUBCONTRACTOR shall obtain or provide, for the benefit of CONTRACTOR and EMPLOYER and their successors in interest, warranties or guarantees for the equipment, materials and work furnished by suppliers and subcontractors of any tier. Such warranties or guarantees are to run for the period set forth in the applicable specification of this subcontract or, when not specified, that period customarily provided by the supplier. SUBCONTRACTOR shall use its best efforts to enforce such lower-tier warranties or guarantees on its own behalf or, if requested by CONTRACTOR or EMPLOYER, on behalf of CONTRACTOR or EMPLOYER.

SUBCONTRACTOR shall provide warranty documentation by Final Acceptance or as otherwise required by this subcontract.

SC-11 NONDISCLOSURE

6.1 SUBCONTRACTOR agrees not to divulge to third parties, without the written consent of CONTRACTOR, any information obtained from or through CONTRACTOR or EMPLOYER in connection with the performance of this subcontract, except to the extent necessary to comply with applicable laws. Third Parties do not include the EMPLOYER.

6.2 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. Third Parties do not include the EMPLOYER.

6.3 If so requested by CONTRACTOR, SUBCONTRACTOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this subcontract.

SC-12 APPLICABLE LAW

This subcontract shall be governed by and construed in accordance with English law

SC-13 RELEASE OF CONSEQUENTIAL DAMAGES

8.1 Notwithstanding any other provision of this subcontract and to the maximum extent permitted by applicable law, neither party shall be liable to the other party whether as result of breach of this subcontract, in tort (including negligence) or otherwise, for loss of use of any works, loss of profit, loss of any contract, loss of revenue, cost of capital and/or financing, down time costs, loss of opportunity, loss of goodwill (in relation to each of which whether direct or indirect) or for any indirect or consequential loss or damage which may be suffered by the other party in connection with this subcontract.

8.2 SUBCONTRACTOR, to the maximum extent permitted by applicable law, releases CONTRACTOR from the types of damages described in SC-8.1.

SC-14 MEASUREMENT SYSTEM

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

SC-15 PROGRESS REPORTS

On a monthly basis or as requested at any time by CONTRACTOR, SUBCONTRACTOR shall provide to CONTRACTOR a concise summary report indicating status of each Milestone, job hours expended by Milestone, deliverables achieved and identifying any issues that SUBCONTRACTOR believes may impact the cost or schedule of the Services.

SC-16 LANGUAGE REQUIREMENTS

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 by CONTRACTOR. All translation services, to include the physical presence of qualified translators in both office and field, necessary for all written or oral communications shall be provided by SUBCONTRACTOR. The governing language shall be the English language.

SC-17 SUBCONTRACTOR MOBILIZATION/DEMOBILIZATION RESPONSIBILITIES

Except as otherwise stated, SUBCONTRACTOR shall arrange and provide for mobilization / demobilization of its equipment and personnel, including but not limited to provisions for temporary facilities, customs clearance and customs claims, work permits and applicable licenses, and for immigration and emigration of all personnel.

SC-18 SAFETY, HEALTH AND SECURITY

13.1 SUBCONTRACTOR shall at all times conduct all operations under this subcontract in a manner to avoid the risk of endangerment to health, bodily harm to persons and damage to property. SUBCONTRACTOR shall comply with CONTRACTOR's health and safety plans and procedures, site rules and all other CONTRACTOR health and safety requirements. SUBCONTRACTOR shall, in accordance with SUBCONTRACTOR'S established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously checking its performance, equipment, and materials to discover, determine and correct any conditions which might result in any of the aforementioned risks. SUBCONTRACTOR shall furnish all safety equipment and instructions required for the Services and shall maintain and furnish accident, injury and all other records required by applicable laws and regulations or by CONTRACTOR.

13.2 SUBCONTRACTOR shall comply with CONTRACTOR's Jobsite security requirements and at all times conduct its Services 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, material, work or other property.

13.3 If CONTRACTOR has received from EMPLOYER a guarantee that access to site area is safe, particularly considering mines risk, it shall provide a copy of such guarantee to SUBCONTRACTOR.

SC-19 QUALITY ASSURANCE PROGRAM

14.1 Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for review by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

(1) Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

(2) Project-specific Quality Assurance/Quality Control Plan.

14.2 The Project-specific Quality Assurance Plan/Quality Control shall address all activities relevant to

the Services and shall demonstrate how all services performed by SUBCONTRACTOR will conform to the applicable quality and subcontract requirements.

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

14.4 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 Services. 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.

14.5 The plan shall be updated as necessary throughout this subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

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

14.7 CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including lower-tier sub-contractors, associates, and suppliers at any stage of the Services.

SC-20 DRUGS, ALCOHOL AND WEAPONS

SUBCONTRACTOR'S personnel shall not bring onto the Jobsite, or any other location where the provisions of this subcontract apply, any firearm of any nature, a knife with 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.

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 provisions of this subcontract apply, the following:

1. Alcoholic beverages of any nature, except where expressly authorized by CONTRACTOR, and then only for consumption 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.

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-21 IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES

SUBCONTRACTOR shall import into the Republic of Kosovo all equipment, materials and services not locally available and required for the performance of the Work, subject to provisions (if any) 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.

SUBCONTRACTOR shall be responsible for all clearances, fees, charges and requirements of whatsoever nature for the importation of such equipment, materials and services.

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.

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

SUBCONTRACTOR shall provide only equipment and materials for which channels of supply and supplier representatives have been established in or are readily available within the 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).

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.

SC-22 THIRD PARTY RIGHTS

No provision of this subcontract is intended to or does confer upon any third party any benefit or right within the meaning of the Contracts (Rights of Third Parties) Act 1999.

SC-23 SUBCONTRACTOR CLAIMS AND ARBITRATION

If SUBCONTRACTOR considers himself to be entitled to any extension of time and/or any additional payment, under any clause of this subcontract, SUBCONTRACTOR shall give notice to CONTRACTOR, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable and not later than 14 days after SUBCONTRACTOR became aware of the event or circumstance.

If SUBCONTRACTOR fails to give notice of a claim within such period of 14 days, the SUBCONTRACTOR shall not be entitled to any extension of time or additional payment, and CONTRACTOR shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply.

SUBCONTRACTOR shall also submit any other notices which are required by this subcontract, and supporting particulars for the claim, all as relevant to such event or circumstance.

SUBCONTRACTOR shall keep such contemporary records as may be necessary to substantiate any claim, either on the Jobsite or at another location acceptable to CONTRACTOR. CONTRACTOR may, after receiving any notice under this clause, monitor the record-keeping and/or instruct SUBCONTRACTOR to keep further contemporary records. SUBCONTRACTOR shall permit CONTRACTOR to inspect all these records, and shall (if instructed) submit copies to CONTRACTOR.

As soon as practicable after SUBCONTRACTOR became aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by SUBCONTRACTOR and approved by CONTRACTOR, SUBCONTRACTOR shall send to CONTRACTOR a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) SUBCONTRACTOR shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as CONTRACTOR may reasonably require; and

(c) SUBCONTRACTOR shall send a final claim as soon as practicable after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by SUBCONTRACTOR and approved by the CONTRACTOR.

Within 60 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by CONTRACTOR and approved by SUBCONTRACTOR, CONTRACTOR shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 60 days (or other period of time), CONTRACTOR shall determine (i) the extension of time (if any) and/or (ii) the additional payment (if any) to which SUBCONTRACTOR is entitled under this subcontract.

The requirements of this Sub-Clause are in addition to those of any other clause which may apply to a claim. If SUBCONTRACTOR fails to comply with this or another clause in relation to any claim that is not excluded under this clause, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim.

If a dispute or difference arises between the parties and it is not settled amicably, the dispute shall be finally settled by international arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three. Each Party shall appoint one arbitrator and the arbitrators so appointed shall agree upon the identity of the third arbitrator. Where the Party appointed arbitrators cannot agree on the identity of the third arbitrator, the third arbitrator shall be appointed by the President of the International Chamber of Commerce. The substantive laws of England and Wales shall be applicable. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be in Paris, France.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the CONTRACTOR. Nothing shall disqualify representatives of the parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the parties and CONTRACTOR shall not be altered by reason of any arbitration being conducted during the progress of the Works.



BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

EXHIBIT "B" – SPECIAL CONDITIONS APPENDIX B-1

SAFETY AND HEALTH (S&H) STANDARDS

TABLE OF CONTENTS

SECTION I – 100 SERIES

Item	Description	Page
1.0	Safety & Health (S&H) Policy - Zero Accident Philosophy	2
2.0	Responsibilities	2
3.0	Orientation & Training	5
4.0	Medical Services, Treatment, Reporting & Records	6
5.0	Safe Task/Job Analysis	6
6.0	Zero Injury Team	7
7.0	Reporting/Investigating Incidents & Accidents	7
8.0	Behavior Observation Process	7
9.0	Back Injury Prevention Program	7
10.0	S&H Assessments	7
11.0	Regulatory Agency Inspections	8
12.0	SUBCONTRACTOR Training for Process Safety Management	8

SECTION II – 200 SERIES

Item	Description	Page
13.0	Tools & Equipment	8
14.0	Hazard Communication	8
15.0	Emergencies & Evacuations	9
16.0	Bloodborne Pathogens	9
17.0	Personal Protective Equipment	9
18.0	Respiratory Protection	10
19.0	Hearing Conservation Program	11
20.0	Air Surveillance Program	11
21.0	Construction Non-Destructive Testing	11
22.0	Heat & Cold Stress Prevention	12
23.0	House Keeping,	12
24.0	Fire Prevention & Protection	12
25.0	Fall Prevention/Protection	14
26.0	Scaffolding	15
27.0	Barricades & Signs	15
28.0	Floor & Wall Openings	16
29.0	Excavations & Trenching	16
30.0	Vessels and Confined Spaces	17
31.0	Lock out/Tag out Procedure	17
32.0	Portable Ladders - Control & Inspection	17
33.0	Cranes & Material Handling	18
34.0	Suspended Personnel Platforms	18
35.0	Articulating Boom Platforms	19
36.0	Compressed Gas Cylinders	19
37.0	Electrical Equipment Inspection/ Assured Grounding/GFCI	19
38.0	Vehicle Operations	20
39.0	Night Work Requirements	20
40.0	Fork Lifts & Power Industrial Trucks	20

1.0 Safety & Health (S&H) Policy - Zero Accident Philosophy

1.1 SUBCONTRACTOR shall have a written Safety and Health (S&H) Policy which demonstrates an understanding that S&H concepts must be closely integrated into the total business process and are an integral part of the business strategy just as cost, schedule and quality are. The S&H Policy must be formally communicated to, and fully understood by, all levels of the SUBCONTRACTOR organization.

1.2 SUBCONTRACTOR'S S&H Policy shall:

1.2.1 State that adequate resources will be provided to apply the best known principles and techniques of loss prevention and performance measurement.

1.2.2 Require that SUBCONTRACTOR'S site managers and all supervisors clearly communicate SUBCONTRACTOR'S S&H expectations at all Project meetings and by way of their actions demonstrate a personal commitment to follow the S&H Policy at all times.

1.3 CONTRACTOR has adopted a "Zero Accident" philosophy that all work related accidents, incidents, injuries and illnesses are preventable, and which promotes:

1.3.1 The immediate identification and elimination of unsafe work practices and conditions in the work place.

1.3.2 A heightened awareness of individual responsibility and increased supervisory attention to detail.

1.3.3 Elimination of human error as a source of accidents, irrespective of rank or position in the organization.

1.3.4 Building a team safety mentality where each worker contributes to the effort and each supervisor is fully aware of the capabilities and limitations of their team.

1.3.5 A culture in which everyone accepts responsibility and accountability for their own and each co-worker's safety and health.

1.4 SUBCONTRACTOR shall adopt CONTRACTOR'S "Zero Accident" philosophy in performance of the Work under this subcontract, ensuring it is communicated to and fully understood by all levels of SUBCONTRACTOR'S organization. In its promotion of this philosophy, SUBCONTRACTOR shall incorporate methods and strategies to eliminate work related accidents, incidents, injuries and illnesses.

2.0 Responsibilities

2.1 SUBCONTRACTOR shall adopt and proceed in accordance with CONTRACTOR'S and/or OWNER'S Project S&H Plan and its implementing plans and procedures and, if directed by CONTRACTOR, provide additional supporting S&H plans and procedures.

2.1.1 SUBCONTRACTOR shall flow all Project S&H requirements to lower tier suppliers, subcontractors, and visitors and acknowledges it is responsible for the performance of its visitors and suppliers and subcontractors of every tier.

2.2 SUBCONTRACTOR shall require that management/supervisory actions demonstrate that cost, schedule, and quality concerns do not prevail over S&H Project requirements.

2.3 SUBCONTRACTOR shall delineate manager and supervisor roles and responsibilities, delegate

to them sufficient authority and control to effectively implement the S&H process, and establish a system which holds them accountable for S&H implementation.

2.4 SUBCONTRACTOR'S managers and supervisors shall be familiar with and enforce S&H rules, regulations, and laws and document all actions taken to ensure compliance with the S&H Plan to include work area audits and associated corrected actions.

2.5 SUBCONTRACTOR'S site manager shall support, promote, and participate in a CONTRACTOR Zero Accident/Incident Management Team. SUBCONTRACTOR shall also make available a number of hourly employees, agreed to by CONTRACTOR, to participate in Project S&H teams.

2.6 SUBCONTRACTOR'S site management shall attend and clearly communicate SUBCONTRACTOR'S S&H expectations at all employee S&H Orientations.

2.7 SUBCONTRACTOR site management, managers, and supervisors shall participate in scheduled, documented S&H assessments to be conducted by CONTRACTOR. SUBCONTRACTOR shall also conduct and document its self-assessments.

2.8 SUBCONTRACTOR'S managers and supervisors shall provide documented, positive reinforcement and recognition for safe behaviour and participate in a project behaviour based safety process.

2.9 SUBCONTRACTOR'S managers and supervisors shall attend, actively participate in, and consistently demonstrate strong leadership at weekly Toolbox Safety Meetings.

2.10 SUBCONTRACTOR'S managers and supervisors shall actively participate in documented pre-job planning activities. Specifically, Job Hazard Analysis' (JHA) and employee pre-task planning sessions known as Safe Task And Risk Reduction Talks (STARRT.).

2.10.1 JHA is used to identify, analyse, understand and mitigate potential hazards associated with repetitive or potentially hazardous work operations.

2.10.2 STARRT is a pre-task planning tool to be used by all supervisors, which allows the employees of a work group to review a task before starting work.

2.11 SUBCONTRACTOR'S S&H Representative shall actively participate in:

- the Project behaviour-based safety process and S&H orientation process,
- and/or provide specialised S&H training, such as confined space, fire watch, elevated work platforms, etc.

2.12 SUBCONTRACTOR shall inform all its Project personnel of potential hazardous conditions and/or near miss incidents and shall document such communications.

2.13 Before beginning any work, SUBCONTRACTOR shall require all lower tier suppliers and subcontractors to submit a written S&H Plan specific to their scope of work. SUBCONTRACTOR shall review and accept all such plans for compliance with CONTRACTOR and regulatory requirements.

2.14 SUBCONTRACTOR shall employ S&H Representative(s) acceptable to CONTRACTOR and when appropriate, such S&H Representative(s) shall be resident on the Project for all SUBCONTRACTOR work activities.

2.15 SUBCONTRACTOR shall:

- Require all supervisors attend a weekly Supervisor S&H Meeting held by CONTRACTOR,
- Participate in work area audits and root cause investigations,
- Have current copies of applicable codes and standards readily available,
- Conform to the Project Drug and Alcohol Program and/or requirements,
- Attend and participate in weekly Toolbox Safety meetings, and
- Complete, file and make available to CONTRACTOR weekly Toolbox Safety Meeting minutes.

2.16 SUBCONTRACTOR shall stop work if unknown or unanticipated hazards or work conditions evolve which place employees at risk or necessitate greater precautions than currently exist or are required in the Project S&H Plan. SUBCONTRACTOR shall immediately report all such incidents to CONTRACTOR.

2.17 SUBCONTRACTOR shall ensure that employees who engage in horse play, fighting, and gambling; who possess firearms; or who possess or use alcohol or unauthorized drugs will be removed from the Project/Jobsite.

2.18 SUBCONTRACTOR shall ensure that all of its personnel are required to wear clothing appropriate for the work being performed.

3.0 Orientation & Training

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

3.2 Before any SUBCONTRACTOR employees are placed on any worksite, Project required training shall be provided and verified by comprehension testing. Documentation of training and comprehension testing shall be maintained and made available to CONTRACTOR.

3.3 SUBCONTRACTOR shall update training materials to reflect changes in applicable laws, regulations or Project requirements.

3.4 SUBCONTRACTOR shall provide and require employees to attend specialized training applicable to their work (e.g. confined space, benzene, fire watch, etc).

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

3.6 All SUBCONTRACTOR employees shall attend their company specific New Employee Orientation, in addition to CONTRACTOR'S New Employee Orientation. SUBCONTRACTOR shall have a tracking system in place to ensure all employees attend the New Employee Orientations.

3.7 SUBCONTRACTOR shall have a system to clearly identify new employees for their initial thirty (30) days in the field (e.g. stickers, coloured hard hats, etc.).

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

4.0 Medical Services, Treatment, Reporting & Records

4.1 SUBCONTRACTOR shall maintain clean and orderly first aid treatment facilities and all emergency equipment shall be inspected daily to ensure effective operation.

4.2 Proper sterilization methods and materials shall be used and provision made for proper disposal of hazardous medical wastes, including a "sharps" container for the secure disposal of used needles and similar medical items.

4.3 SUBCONTRACTOR site personnel who provide medical treatment shall be properly trained and qualified, with a copy of their current certifications maintained on site.

4.4 SUBCONTRACTOR shall ensure injured employees are referred to qualified industrial/occupational medical providers if offsite treatment is needed and provide or obtain transportation for such offsite medical treatment.

4.5 The status of SUBCONTRACTOR employees injured on the Project and returned for modified duty shall be documented by the treating medical practitioner and reported to the CONTRACTOR S&H Supervisor.

4.6 SUBCONTRACTOR shall maintain and file its own workers' compensation or insurance claims forms as applicable and all medical records and reports shall be kept confidential.

4.7 When required by the nature of SUBCONTRACTOR'S medical responsibilities, SUBCONTRACTOR shall identify a panel of physicians it deems acceptable for rendering treatment for work related injuries and illnesses and a certified physician to function as its Medical Director. The Medical Director shall provide SUBCONTRACTOR with written medical directives/protocols that will be followed by all SUBCONTRACTOR medical personnel. Protocols shall be updated at least annually.

4.8 SUBCONTRACTOR'S S&H Representative shall review all return-to-work orders.

4.9 SUBCONTRACTOR medical records shall be maintained up-to-date. A weekly and monthly Injury/Illness and Hours Worked report shall be submitted to the CONTRACTOR S&H Supervisor on a form supplied by CONTRACTOR.

4.10 SUBCONTRACTOR shall develop a method for tracking the status of injuries and shall produce and provide to CONTRACTOR a weekly S&H Performance Report with that information. SUBCONTRACTOR shall distribute this report to its supervisory personnel and discuss the contents during safety meetings. SUBCONTRACTOR shall take measures to counter unsatisfactory trends and accurately document such efforts.

5.0 Safe Task/Job Analysis

5.1 SUBCONTRACTOR shall use CONTRACTOR'S Job Hazard Analysis system (JHA) and its employee pre-task planning process known as Safety Task And Risk Reduction Talks (STARRT) or, with CONTRACTOR review and acceptance, SUBCONTRACTOR equivalent systems.

5.2 JHA is used to describe work steps and identify, analyze, understand and mitigate hazards associated with repetitive or hazardous work operations. The JHA format will be provided by CONTRACTOR and completed by SUBCONTRACTOR.

5.3 The STARRT process is used at the beginning of every shift and prior to beginning any new task. Supervisors, with participation of the entire crew, identify potential hazards prior to starting work.

5.4 Supervisors shall ensure that their employees understand the purpose of, and participate in the

JHA and STARRT processes and shall use them as primary planning and lessons learned tools.

6.0 Zero Injury Team

6.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Zero Accident/Incident Teams (ZAT/ZIT) or, with CONTRACTOR review and acceptance, a SUBCONTRACTOR equivalent system.

6.2 Monthly Team meetings shall be held to focus on specific problems, work assignments, concerns arising from the observation process, audit and inspection reports, and negative injury trends, etc.

7.0 Reporting/Investigating Incidents & Accidents

7.1 SUBCONTRACTOR'S New Employee Orientation shall explain employee responsibility for reporting injury, illness, property damage and near miss incidents. SUBCONTRACTOR shall promptly report such information to CONTRACTOR and, unless otherwise directed, investigate, document and initiate corrective action. SUBCONTRACTOR'S written incident/accident investigation records shall be maintained in a format acceptable to CONTRACTOR with an initial copy provided within 24 hours of each occurrence.

7.2 SUBCONTRACTOR, if required, shall develop a written Notification and Investigation Procedure acceptable to CONTRACTOR. SUBCONTRACTOR'S S&H Representative shall oversee the investigation of all incident and accident cases and reports. Information derived from such reports shall be issued as lessons learned to all employees on the Project.

7.3 SUBCONTRACTOR shall ensure that no information pertaining to the investigation of any incident or accident is distributed or transmitted to third parties without first obtaining written approval from CONTRACTOR.

8.0 Behaviour Observation Process

8.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Safe Behaviour Observation Process during which observation data is collected and provided to CONTRACTOR for the identification of unsafe trends and development of appropriate remedial action. SUBCONTRACTOR observation team members shall be chosen from personnel exhibiting natural leadership ability.

8.2 SUBCONTRACTOR management personnel and supervisors shall be trained in behaviour based safety concepts and methodology, safety behaviour reinforcement, and the safety observation process.

9.0 Back Injury Prevention Program

9.1 SUBCONTRACTOR shall establish a Back Injury Prevention Program acceptable to CONTRACTOR. A back injury prevention program shall consist of morning stretching, continuing education, possibly the use of back support belts, etc. and shall apply to all employees.

9.2 The back injury prevention program shall be an integral part of SUBCONTRACTOR'S New Employee Orientation. Back injury prevention awareness training shall be conducted at least once per month.

10.0 S & H Assessments

10.1 SUBCONTRACTOR shall establish a documented assessment process acceptable to CONTRACTOR, which measures compliance with the Project S&H Plan and procedures and SUBCONTRACTOR'S own S&H processes and use this information to enhance safety awareness and improve overall safety performance.

10.2 CONTRACTOR will perform periodic S&H Project assessments. SUBCONTRACTOR shall provide CONTRACTOR with timely, complete and open access to its safety process, files, records, etc., and participate in these assessments as requested.

11.0 Regulatory Agency Inspections

11.1 SUBCONTRACTOR shall ensure its personnel know and comply with the procedures established for any type of government inspection and immediately notify the CONTRACTOR S&H Supervisor when a regulatory agency inspector requests Jobsite entry.

11.2 Following any regulatory agency inspection, SUBCONTRACTOR shall submit a written report to the CONTRACTOR S&H Supervisor which details all aspects of the inspection.

12.0 SUBCONTRACTOR Training for Process Safety Management

12.1 When directed by CONTRACTOR, SUBCONTRACTOR shall develop a Project specific Process Safety Management (PSM) Plan; ensure that affected employees and visitors receive PSM training; and participate in the investigation of PSM incidents.

12.2.1 Within the U.S., SUBCONTRACTOR shall have a written PSM Plan that complies with OSHA General Industrial Standard 1910.119.

SECTION II – 200 SERIES

13.0 Tools & Equipment

13.1 SUBCONTRACTOR shall ensure that all tools and equipment are used and maintained in accordance with manufacturer recommendations, have required guards in place, and are in good working order. Job-made or modified tools of any kind shall not be used, without CONTRACTOR'S written approval.

13.2 SUBCONTRACTOR shall only permit properly trained and certified employees to use powder-actuated tools and control access to powder-actuated charges. Documentation of relevant employee training and the use and disposal of charges shall be maintained and made available to CONTRACTOR. Each cartridge shall be accounted for and properly stored. No live or spent cartridges shall be left on the ground or disposed of in Project trashcans or other unauthorized on or off-site container.

13.3 SUBCONTRACTOR will ensure that excess flow valves are installed on air manifolds and compressors supplying air to >1/2 inch (or equivalent metric) ID hoses.

13.4 SUBCONTRACTOR shall ensure that work is performed only in areas and at times where adequate illumination exists. SUBCONTRACTOR shall provide all lighting required to safely perform work. Artificial lighting equipment shall be manufactured to a recognized international standard acceptable to CONTRACTOR.

14.0 Hazard Communication

14.1 SUBCONTRACTOR shall have a written Hazard Communication Plan and, as required, implementing procedures describing the method it will use to communicate the hazards associated with chemical handling, use, storage and disposal. The plan shall be submitted and acceptable to CONTRACTOR prior to beginning work and shall comply with the Project Construction Environmental Control Plan.

14.2 SUBCONTRACTOR shall seek approval from CONTRACTOR for chemicals to be brought onto



any work site and make available to CONTRACTOR Material Safety Data Sheets (MSDS) for each hazardous material purchased and/or carried onto a worksite. Materials that arrive without an MSDS shall be quarantined and not released until the MSDS is received on site and the material is approved for use by CONTRACTOR. SUBCONTRACTOR shall maintain a list of hazardous materials on site and the quantities of each.

14.3 SUBCONTRACTOR shall ensure that employees are trained in the recognition, proper handling and use of hazardous substances. However, specific hazardous material training shall be provided for employees whose work involves the use of a hazardous material. Records of such training shall be maintained and made available to CONTRACTOR.

14.4 SUBCONTRACTOR shall properly label all hazardous substances and/or chemicals that have been transferred from the manufacturer's container into another container. Inspections shall be made and documented by the SUBCONTRACTOR to ensure that adequate labeling occurs.

15.0 Emergencies & Evacuations

15.1 SUBCONTRACTOR shall have an Emergency Response Plan and provide all emergency equipment and supplies needed to support the Work and each worksite. The plan will address emergency evacuation, medical emergencies, natural disasters, etc. The plan shall include emergency alarm systems, assembly and evacuation points, an employee head count process, and provisions for employee training before entering the Jobsite and any specific worksite. Periodic tests and drills shall be conducted as required.

15.2 SUBCONTRACTOR shall ensure that Emergency Response Plan requirements are clearly communicated to its Project personnel. Such communication and employee comprehension and participation shall be documented.

16.0 Bloodborne Pathogens

16.1 SUBCONTRACTOR shall adopt and submit an adequate Exposure Control Plan addressing an acceptable Bloodborne Pathogens Program.

16.2 SUBCONTRACTOR employees who are exposed to bloodborne pathogens shall be properly trained regarding their responsibilities, required control measures, and personal safety. Proper personal protective equipment shall be used when exposure hazards exist. Each SUBCONTRACTOR employee whose job duties puts them at risk of exposure (i.e. medic, nurse, first aid person, etc.) shall be offered vaccinations and documentation of the vaccination or declination shall be maintained and made available to CONTRACTOR.

16.3 SUBCONTRACTOR shall provide all its employees with a general overview on the hazards associated with bloodborne pathogens, possible means of exposure, and proper control methods.

16.4 Provisions shall be made for proper disposal of hazardous medical wastes and a sign posted in the treatment area warning of biohazards. A "sharps" container acceptable to CONTRACTOR shall be maintained in the first aid area for the secure disposal of used needles and similar medical waste. Proper sterilization methods and materials shall be used.

17.0 Personal Protective Equipment

17.1 SUBCONTRACTOR shall require employees to wear eye protection equipped with hard side shields (safety glasses) manufactured to an international standard acceptable to CONTRACTOR. This applies to prescription eyewear as well. SUBCONTRACTOR shall monitor the eye protection worn by its employees and take immediate corrective actions when non-compliance occurs.

17.2 Employees performing grinding and buffing operations shall wear face shields and safety glasses

or mono goggles. During welding, welders shall wear safety glasses and hardhat/welding hood combinations manufactured to an international standard acceptable to CONTRACTOR. Welding screens shall be used to protect other employees from the hazards associated with direct welding arc rays.

17.3 SUBCONTRACTOR employees with field responsibilities shall wear sturdy work shoes or boots acceptable to CONTRACTOR.

17.4 SUBCONTRACTOR shall provide its employees with life jackets when working over or near open water and shall require their use. SUBCONTRACTOR supplied life rings, rope and a rescue vessel acceptable to CONTRACTOR shall be in place when a drowning threat exists.

17.5 SUBCONTRACTOR employees who handle chemicals or harmful substances shall be trained and shall wear appropriate personal protective equipment per the chemical manufacturer's recommendations.

17.6 Hardhats manufactured to an international standard acceptable to CONTRACTOR shall be worn with the brim forward at all times when in the field. Company and employee name shall be conspicuously displayed.

17.7 SUBCONTRACTOR shall:

17.7.1 Require all employees to wear long pants and a suitable shirt, with no less than 4" or 10 cm sleeves, as the minimum Project work clothing.

17.7.2 Provide and require the use of hearing protection, manufactured to an international standard acceptable to CONTRACTOR, whenever a hearing hazard exists.

17.7.3 Make available adequate hand and arm protection, manufactured to an international standard acceptable to CONTRACTOR, to all manual labor. The type of protection worn shall be selected according to the hazard to be protected against.

17.7.4 Require the use of appropriate safety harnesses and lanyard systems, manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of work from unprotected heights and/or work in spaces where their extraction in an emergency situation would be facilitated by the use of such equipment (e.g., confined spaces).

17.7.5 Provide and require the use of appropriate electrical protection equipment (e.g., rubber gloves, sleeves, blankets, etc.), manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of exposure to energized electrical equipment.

17.7.6 Ensure that all personal protective equipment is inspected at regular intervals, and tested in accordance to manufacturer's guidance, and conform to international standards.

18.0 Respiratory Protection

18.1 SUBCONTRACTOR shall provide and require the use of appropriate respiratory protective equipment, manufactured to an international standard acceptable to CONTRACTOR, whenever a respiratory system hazard exists.

18.2 SUBCONTRACTOR shall have an acceptable Respiratory Equipment Procedure. The procedure shall name a qualified supervisor responsible for its enforcement, set requirements for the use, care and sanitation of respiratory equipment, and establish a program to train its personnel in use, storage, maintenance, inspection, and cleaning of respiratory equipment.

18.3 SUBCONTRACTOR supervisors shall notify CONTRACTOR'S S&H Supervisor before starting any work that requires employees to wear respiratory protection.

18.4 Provisions shall be made for employees who wear corrective lenses and are required to wear full-face respiratory protection. These provisions shall include rotation from such respiratory protection work and eyeglass inserts or special lenses, as/if required.

18.5 Training shall be provided on the inspection, use, sanitary care, and limitations of respiratory equipment. The records of such training shall be maintained by SUBCONTRACTOR and made available to CONTRACTOR.

18.6 A competent person shall be trained and designated by SUBCONTRACTOR to store, maintain, inspect, and clean respiratory equipment.

19.0 Hearing Conservation Program

19.1 SUBCONTRACTOR shall have an acceptable Hearing Conservation Procedure. The procedure shall include noise surveys, engineering controls, the procurement and use of low noise equipment when possible, posting of signs and warnings for areas found to require hearing protection, and training on hearing protection devices used on the Project.

19.2 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall provide equipment for sampling and monitoring noise levels. This equipment shall be calibrated before and after use and all measurements documented and made available to CONTRACTOR.

19.3 SUBCONTRACTOR shall ensure that employees who are exposed to noise at or above an 8-hour TWA of 85dBA receive the required annual training.

20.0 Air Surveillance Program

20.1 SUBCONTRACTOR shall identify work activities which could lead to potentially hazardous atmospheric conditions caused or created by SUBCONTRACTOR or lower-tier supplier or subcontractor activities, for example the operation of fuelled equipment inside an enclosed area, welding, the use of hazardous or toxic materials, etc. Additionally, SUBCONTRACTOR shall monitor and institute mitigating steps to prevent exposure to such conditions.

20.2 SUBCONTRACTOR shall provide equipment adequate for aerial sampling and monitoring and develop an Air Surveillance Procedure covering sampling, monitoring, and identification of source contaminants. Such equipment shall be operated only by qualified personnel and it shall be calibrated pre and post use per manufacturer protocol. Surveillance logs, records and results shall be maintained and made available to CONTRACTOR.

21.0 Construction Non-Destructive Testing

21.1 Radiography work shall be performed under a CONTRACTOR issued "Permit for Radiography" and only by subcontractors possessing the proper licenses and certificates. CONTRACTOR shall approve each such activity prior to its commencement.

21.2 If SUBCONTRACTOR uses lower-tier subcontractors for the purpose of nondestructive testing, it shall ensure such lower-tier subcontractors have the required permits and licenses, which shall be made available to CONTRACTOR. Any laboratory used to analyze samples shall also be acceptable to CONTRACTOR.

21.3 SUBCONTRACTOR shall submit a Radiography/Non-Destructive Testing Safety Procedure to CONTRACTOR for review and acceptance prior to any such work taking place.

21.4 Perimeter areas around radiographic work shall be properly barricaded and posted with appropriate warning signs and SUBCONTRACTOR shall conduct perimeter surveys whenever radiography is in progress.

21.5 SUBCONTRACTOR shall instruct employees on the potential for radioactive hazards during radiography and the precautions to be followed in the event of an emergency.

21.6 SUBCONTRACTOR shall inspect the work area and when satisfied that risks have been controlled, will sign the Permit to Work indicating full understanding of all precautions to be observed prior to commencement of radiography.

21.7 SUBCONTRACTOR must carry an identification card, as required by the project, showing the individual's classification level and the type of non-destructive testing discipline for which the SUBCONTRACTOR is qualified.

22.0 Heat & Cold Stress Prevention

22.1 SUBCONTRACTOR shall have an acceptable operating and emergency procedures for heat and/or cold stress.

22.2 SUBCONTRACTOR shall ensure that all field employees, especially front line supervisors, are trained on the warning signs/symptoms of early heat or cold related disorders, and instructed on the clothing and work methods best suited to avoid heat and/or cold stress. Stay times shall be developed to reduce the possibility of heat or cold related disorders.

22.3 SUBCONTRACTOR shall provide an immediately accessible, adequate, and sanitary potable water supply during all periods of the day and have available electrolyte replacement drinks or tablets during seasons of the year when heat stress may occur.

23.0 House Keeping

23.1 SUBCONTRACTOR eating and sanitary facilities (either shared or SUBCONTRACTOR controlled) shall be maintained in a clean and sanitary condition at all times.

23.2 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall, at all worksites, provide clean, potable drinking water for its employees in a safe, hygienic manner. "Community" or common use cups shall not be used.

23.3 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall provide and maintain its own sanitary toilet facilities for its employees. The daily facilities cleaning, and maintenance, and method and location of waste disposal shall be to a high standard acceptable to CONTRACTOR.

23.4 SUBCONTRACTOR shall ensure that any instances of poor housekeeping resulting in the creation of a tripping, slipping, fire hazard or loss are corrected immediately.

23.5 SUBCONTRACTOR shall ensure that its assigned office areas are clean and regularly maintained. Laboratories and workshops shall be maintained clear of debris, waste and other rubbish, which shall be disposed of in accordance with manufacturer guidelines and the Project's waste management procedure/plan.

24.0 Fire Prevention & Protection

24.1 SUBCONTRACTOR shall have an acceptable Fire Protection and Prevention Plan specific to the scope of work under this subcontract.

24.2 SUBCONTRACTOR shall provide all fire protection and prevention equipment necessary for its operations, including, but not limited to fire hose, nozzles, extinguishers, etc. SUBCONTRACTOR shall provide an adequate number of fire extinguishers of the correct size and type for its work activities. Extinguishers shall be maintained per manufacturer's recommendations, inspected monthly, and tested annually. SUBCONTRACTOR shall train employees in the proper use of fire extinguishers.

24.3 SUBCONTRACTOR shall include in its Fire Protection and Prevention Plan a plan to ensure that fire protection equipment is placed and maintained in proper locations as work progresses.

24.4 SUBCONTRACTOR shall monitor its work and office areas to ensure that all doors, stairwells, aisles and means of egress are kept clear and unobstructed at all times.

24.5 SUBCONTRACTOR shall ensure all exits are clearly marked and adequately lighted, and that all emergency lights remain functional.

24.6 SUBCONTRACTOR shall have an acceptable Flammable and Combustible Material Storage Procedure setting out the requirements for the handling, storage, and use of flammable and combustible liquids, and shall ensure they are stored properly, dispensed in safety cans manufactured to an international standard acceptable to CONTRACTOR, and areas designated for these activities are maintained in an orderly fashion. All hazardous areas shall be posted with appropriate signs and access shall be controlled.

24.7 Where temporary welding enclosures are required, SUBCONTRACTOR shall ensure that these enclosures are constructed with flame resistant materials (such as fire blanket).

24.8 SUBCONTRACTOR shall instruct its employees in regards to the facility/Project smoking policy and monitor to ensure that posted "no-smoking" zones are observed.

24.9 SUBCONTRACTOR office areas shall be monitored to reduce and control storage and loading of combustible materials. Material shall be well arranged and aisles maintained open and clear of obstructions. Stored material shall be kept away from heat sources and the use of extension cords minimized. Fire hydrants and fire lanes shall be kept clear and unobstructed and a minimum of 18 inches or 1/2 meter of free space shall be maintained around sprinkler heads when working in facilities with sprinkler systems.

24.10 SUBCONTRACTOR shall ensure that combustible waste containers are kept covered and emptied regularly; storage closets are maintained in an orderly condition and not used to store hazardous or toxic chemicals; and equipment rooms, cable trays and raceways are free of combustible material, debris, or trash.

24.11 SUBCONTRACTOR shall protect its personnel against welding and cutting hazards, ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding, and address fire concerns including fire watches where necessary.

24.12 SUBCONTRACTOR shall have a Cutting, Welding and Grinding Procedure for the maintenance and inspection of welding, grinding, or cutting equipment and ensure that the procedure is implemented and maintained.

24.13 SUBCONTRACTOR shall ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding or cutting. Fire prevention and fire precautions training will be given to all Supervisors, Foremen, Fire Watches, Authorized Hot Work Permit Applicants, Security personnel, Stores personnel and selected employees. For hot work operations, SUBCONTRACTOR shall ensure that all inspections required by the Hot Work Permit are carried out as per Permit requirements. The SUBCONTRACTOR shall use the Project Hot Work Permit as specified in the S&H Execution Plan.

24.14 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall not permit open fires on the Jobsite.

25.0 Fall Prevention/Protection

25.1 SUBCONTRACTOR shall have an acceptable Fall Prevention/Protection Procedure that makes maximum use of primary fall protection systems, such as scaffolds, aerial lifts, personnel hoists, etc.

25.2 SUBCONTRACTOR shall evaluate all overhead work for fall exposures and shall pre-plan and install required fall protection systems prior to assigning the work to employees.

25.3 SUBCONTRACTOR shall require the inspection of fall protection equipment prior to each use. Defective equipment shall be removed from service and destroyed.

25.4 SUBCONTRACTOR shall make maximum use of primary fall prevention systems such as scaffolds, aerials lifts, personnel hoists, etc. These systems shall be equipped with complete working/walking surfaces free of floor openings, with standard guardrail systems in place and a safe means of access.

25.5 SUBCONTRACTOR shall adopt a 100% fall protection policy that makes provision for secondary fall protection (full-body harness) for all employees who are working or travelling more than 6 feet or 2 meters above ground. All fall protection devices shall be manufactured and used in accordance with a recognized international standard acceptable to CONTRACTOR. NOTE: Approved full-body safety harnesses are to be used for employee fall protection where primary fall prevention systems are inadequate and fall exposures exist.

25.6 Where lifeline systems are used, anchor points shall be capable of supporting at least 5,000 pounds or 2275 kg. Lifelines shall be installed and maintained by qualified persons who are competent and possess the rigging knowledge necessary to ensure the integrity and safety factors necessary for lifeline system installation. Lanyards shall be secured to vertical lifelines by rope grabs only. Knots, painters-hitches, or loops are not acceptable. Horizontal lifelines shall have tie-off points at least waist high.

25.7 SUBCONTRACTORS using retractable lifeline devices shall secure them by means acceptable to CONTRACTOR and in all cases by a means capable of supporting at least 5000 pounds or 2275 kg.

25.8 SUBCONTRACTOR shall require employees to wear an approved safety harness/lanyard system if they work from ladders where the fall exposure is less than 6 feet or 2 meters, and they are unable to maintain 3-point contact.

25.9 In situations where a fall could result in impalement or other injury (i.e. working over a hot process, operating equipment), SUBCONTRACTOR shall ensure that fall protection equipment is utilized regardless of the potential falling distance.

25.10 SUBCONTRACTOR shall ensure that vertical impaling objects such as rebar will have the ends capped with an article such as a block of 2 X 4 inch (5 X 10 cm) wood, rebar cap, or other item which adequately covers the impaling end of the object.

25.11 SUBCONTRACTOR shall ensure that personnel travelling from one location to another in elevated positions utilize auxiliary fall protection equipment, such as static lines, perimeter guards, or other suitable means.

25.12 SUBCONTRACTOR shall ensure that a competent person inspects personal Fall Protection

equipment at least every three months.

26.0 Scaffolding

26.1 SUBCONTRACTOR shall have an acceptable Scaffolding Procedure and use scaffold material acceptable to CONTRACTOR.

26.2 Scaffold platforms shall be fully planked or decked out, capable of supporting 4 times the maximum intended load, and all sides protected by a standard guardrail system. The top rail shall be approximately 42 inches or 110 cm from the platform. A mid-rail and 4 inch or 10 cm toe-board shall be installed.

26.3 SUBCONTRACTOR erected scaffolds where employees are working/passing below shall have planking or netting installed from the platform to the top rail.

26.4 SUBCONTRACTOR shall adopt or develop a scaffold tagging system compatible with the CONTRACTOR three-tag system. CONTRACTOR uses a red tag to indicate scaffolds under construction or demolition, yellow to indicate scaffolds that are complete but have hazards associated with them, and green to indicate scaffolds erected to a complete, safe standard. SUBCONTRACTOR may duplicate the CONTRACTOR system.

26.5 SUBCONTRACTOR shall provide safe access/egress to all levels of scaffolds. Scaffold platform accesses shall be protected to prevent the possibility of accidental fall through utilizing secured access gates.

26.6 SUBCONTRACTOR shall erect or modify scaffolds under the direction of a trained, competent scaffold builder whose resume and qualifications have been reviewed and accepted by CONTRACTOR. This scaffold builder shall sign all scaffold tags and perform and document inspections before initial use, including initial use following alteration, and daily thereafter.

26.7 SUBCONTRACTOR must have a qualified, professional engineer design all special scaffolds, two point suspension scaffolds, and all scaffolds over 125 feet or 38 meters in height.

26.8 SUBCONTRACTOR shall provide scaffold user training to all employees, shall verify employee comprehension by testing and shall maintain training and testing records which will be made available to CONTRACTOR.

27.0 Barricades & Signs

27.1 SUBCONTRACTOR is responsible for erecting and maintaining barricades and barriers in a manner that provides adequate protection and does not, without prior CONTRACTOR approval, impede the work of other subcontractors.

27.2 Barricades and barriers erected by SUBCONTRACTOR shall have appropriate signs and tags indicating the nature of the hazard and the responsible supervisor, i.e., yellow and black for "CAUTION" or red and black for "DANGER." Barricades left after dark on or in close proximity to roadways shall be properly equipped with flashing amber lights.

27.3 Barrier devices, including barrier tape, shall not be used as a substitute for a barricade as they do not offer adequate fall protection. Barrier devices shall be used only in those applications where temporary identification of a hazard is needed; but not as a primary.

27.4 SUBCONTRACTOR shall ensure that employees understand and comply with barricade and barrier procedures (i.e. prohibited entry into red barrier taped areas).

27.5 Where hazards are expected to exist for more than 24 hours (e.g., excavations),

SUBCONTRACTOR shall ensure that a physical barricade is erected using wooden or metal guardrails. A tag or sign shall be attached or posted to indicate the hazard, the supervisor responsible for the area, and other pertinent warnings.

27.6 SUBCONTRACTOR shall ensure that barricades are complete (i.e., the work area is entirely isolated and identified). The barricaded area will be of sufficient size to afford appropriate protection.

27.7 As appropriate for the scope of work, SUBCONTRACTOR shall ensure that required safety signs are posted (e.g., prohibition signs, warning signs, mandatory action signs, fire safety signs, etc).

27.8 SUBCONTRACTOR shall ensure that all emergency exits, passageways, fire doors, first aid stations, eye wash stations and emergency muster points in the assigned work areas are highlighted with safety condition signs. Warning signs shall be erected and displayed for fire hazards, electrical equipment, openings, overhead working, noisy areas, utilities, overhead power lines, and other hazards.

28.0 Floor & Wall Openings

28.1 SUBCONTRACTOR shall review the fall hazards involved in its scope of work and construct standard handrail systems where required. Handrails shall be constructed with the top rail 42 inches or 110 cm from the floor or platform level and shall have a mid-rail and toe-board. Toe-boards shall extend 4 inches or 10 cm above the floor or platform level.

28.2 SUBCONTRACTOR shall install vertical support posts for handrails at intervals of not more than 8 feet or 2.5 meters.

28.3 SUBCONTRACTOR shall barricade all floor openings, or install properly labelled and substantial covers (3/4 inch, or equivalent metric, exterior grade plywood able to withstand at least twice the anticipated load). All floor-opening covers shall be stencilled or painted with this statement: "OPEN HOLE - DANGER, DO NOT REMOVE".

28.4 SUBCONTRACTOR shall ensure that anyone working inside of a barricaded area around a floor opening or wall opening is required to wear and use a safety harness.

28.5 If a floor hole, a floor opening, or a wall cover needs to be removed for a short period of time, SUBCONTRACTOR shall ensure that an employee is assigned to guard the area involved to keep personnel away from it. If a cover has to be removed for an extended period of time, a substantial guardrail must be erected around the opening.

29.0 Excavations & Trenching

29.1 SUBCONTRACTOR shall not commence any excavation or trenching work unless under the supervision of a competent person qualified to classify soils and not until they have obtained permission and complied with the conditions of all required approval and permit authorities. Permits shall be kept on file and available to CONTRACTOR.

29.2 SUBCONTRACTOR shall have an engineered drawing for reference showing the location of all underground services and/or utilities and will make all required notifications prior to commencing any excavation.

29.3 Spoil material shall be kept at least 3 feet or 1 meter away from the excavation edge and where trenches or excavations will exceed 4 feet or 1.5 meters in depth, the SUBCONTRACTOR shall use protective systems acceptable to CONTRACTOR. No more than 25 feet or 7 meters of lateral travel shall be required in any trench to reach a ladder. Warning signs and barricades shall be installed in a manner that prevents accidental entry into the trenched or excavated area and all

trenches and excavations shall be inspected daily.

30.0 Vessels & Confined Spaces

30.1 SUBCONTRACTOR shall have a Confined Space Procedure acceptable to CONTRACTOR which requires all confined space work be performed only under a SUBCONTRACTOR issued, logged, and numbered permit. SUBCONTRACTOR is responsible for air evaluation, monitoring in confined spaces, and training all employees in associated hazards. At a minimum, in newly constructed confined spaces with little hazard of airborne contamination, monitoring for oxygen and explosive gasses shall be conducted. Monitoring equipment shall be provided by the SUBCONTRACTOR, calibrated to manufacturer recommendations and all calibration documented. All employees conducting air monitoring shall have proper, documented training. All calibration and training records shall be made available to CONTRACTOR.

30.2 SUBCONTRACTOR shall review its work areas and ensure confined spaces have been identified and marked accordingly. CONTRACTOR shall examine each confined space before initial entry to evaluate the specific hazards and SUBCONTRACTOR'S safety precautions.

30.3 Prior to each entry into a confined space SUBCONTRACTOR shall ensure:

30.3.1 The permit conditions are fully complied with and the permit is conspicuously posted at the confined space and all entrants sign a log upon entering (and exiting) the confined space,

30.3.2 Proper ventilation equipment is in operation,

30.3.3 All electrical service is low voltage or GFCI protected,

30.3.4 Adequate access/egress from the confined space is provided,

30.3.5 A task specific rescue plan has been developed and reviewed with all involved employees, and

30.3.6 All external sources of atmospheric contamination are isolated.

30.4 SUBCONTRACTOR shall have safety watch personnel (confined space attendants) in place, an emergency rescue team available, and inform all employees how to summon assistance.

30.5 When Hot Work is required in a confined space, SUBCONTRACTOR shall ensure that no source of ignition is introduced into a confined space until appropriate control measures are implemented and test results verify that dangerous air contamination and/or flammable and/or explosive substances do not exist within the confined space.

31.0 Lock out/Tag out Procedure

31.1 SUBCONTRACTOR shall strictly comply with CONTRACTOR'S lock-out/tag-out requirements and procedure and instruct and test its employees in lock-out/ tag-out requirements.

32.0 Portable Ladders - Control & Inspection

32.1 SUBCONTRACTOR shall use ladders constructed of wood or fiberglass (not metal) with non-slip feet and only wooden ladders treated with preservative.

32.2 SUBCONTRACTOR will erect ladders so that access/egress areas are unobstructed.

32.3 SUBCONTRACTOR shall have an acceptable Ladder Inspection Procedure for the documented

quarterly inspection of ladders. To achieve this, an identification method (i.e. company name and number) and means to indicate inspection status (i.e. tape) shall be developed.

32.4 SUBCONTRACTOR will use ladders for egress and/or to conduct low level work of short duration and will not use ladders in lieu of scaffolds as a primary means of conducting work of longer duration.

32.5 SUBCONTRACTOR shall ensure that two or more people will not work from the same ladder unless it is specifically designed for two people.

32.6 SUBCONTRACTOR shall ensure that side rails of all ladders that are in use extend 36 inches (91.4 cm) above the landing (when this is not practical, grab rails shall be installed). SUBCONTRACTOR shall ensure that ladders in use are tied, blocked or otherwise secured to prevent displacement.

32.7 SUBCONTRACTOR shall ensure that straight ladders are no longer than 20 feet (6 meters), extension ladders are no longer than 36 feet (11 meters), and stepladders and platform ladders are no longer than 12 feet (3.7 meters), as determined by the front rail.

33.0 Cranes & Material Handling

33.1 SUBCONTRACTOR shall inspect and maintain rigging and lifting equipment, monitor all lifts to ensure acceptable lifting practices are followed, and designate a qualified supervisor to determine the methods and develop plans for all rigging operations.

33.2 SUBCONTRACTORS performing lifts in excess of 10 tons shall submit a lifting plan to CONTRACTOR for review and acceptance prior to performing the lift. If the lift is over 50 tons or classified as critical (exceeding 90% of the crane capacity chart, a two-crane lift, any lift over operating or occupied facilities or process pipe racks, or near power lines) the SUBCONTRACTOR shall submit a detailed rigging plan with all applicable supporting calculations to CONTRACTOR for review and acceptance prior to the lift.

33.3 All cranes supplied by SUBCONTRACTOR shall have current, annual, documented inspections of sufficient detail to be acceptable to CONTRACTOR. Inspection documentation shall be maintained and made available to CONTRACTOR prior to Jobsite use.

33.4 SUBCONTRACTOR shall provide and ensure that operators are qualified, trained, and keep daily inspection logs for all equipment and that chain-falls, inertia reels, etc. have a documented inspection annually (including load tests). All rigging equipment shall undergo a visual inspection prior to each use and a documented inspection quarterly (a color code system shall be used to achieve this). All capacities shall be clearly indicated on lifting devices.

33.5 SUBCONTRACTOR shall ensure all rigging is stored properly (i.e. on racks or in protected areas), crane operations maintain minimum safe distances from high voltage lines, and the area within a crane's counter weight and housing swing radius is properly barricaded whenever personnel can enter that area.

34.0 Suspended Personnel Platforms

34.1 SUBCONTRACTOR shall have an acceptable Lift Procedure prior to using any suspended personnel platform. The procedure shall include, but not be limited to, employee training, pre-lift meetings, trial lifts, and platform inspection.

34.2 SUBCONTRACTOR shall perform a visual inspection, checking for the condition of the basket and lifting bridal (signs of rust, corrosion, damage, and cable condition) prior to use.

34.3 Personnel platforms (baskets) provided by SUBCONTRACTOR shall be designed by a qualified engineer and manufactured by competent personnel. They shall have permanent markings indicating maximum weight.

34.4 If CONTRACTOR approves the use of crane suspended personnel platforms, SUBCONTRACTOR shall thoroughly inspect the crane/derrick and ensure the following: an operational anti two block device and locking devices on the hook; free fall capacity, if present, is locked out or disabled; the area under the lift is isolated by barrier tape and signs; and there is a positive means of communication between the crane operator and employees in the suspended personnel platform. Employees in the platform shall wear full body harness attached to a designated anchor point.

35.0 Articulating Boom Platforms

35.1 Machines manufactured and used for elevated personnel platform work (JLG, Hi-lift, etc.) shall be operated and maintained in accordance with manufacturer recommendations and only by trained and qualified individuals. Training and comprehension test records shall be maintained on file at the Jobsite and made available to CONTRACTOR upon request.

35.2 All persons inside work platforms shall wear a full body harness attached to a designated anchor point. Personnel shall only stand on the platform floor (i.e. standing on the railing is prohibited). A fire extinguisher shall be provided on all such equipment. Equipment used to hoist personnel shall not be used for material, if this constitutes a hazard.

36.0 Compressed Gas Cylinders

36.1 SUBCONTRACTOR shall have an acceptable Gas Cylinder Use and Storage Procedure that allows for proper use and storage of compressed gas cylinders. The procedure shall include segregation by type, proper signage, protective isolation of fuel gasses from oxygen, provisions to keep cylinder caps in place when provided by the supplier, positive upright securing of bottles, and maintenance of safe distances from ignition sources.

36.2 SUBCONTRACTOR shall provide cradles and/or cages for lifting compressed gas cylinders and ensure that cylinders being transported are secured and in the upright position.

36.3 SUBCONTRACTOR shall ensure that:

36.3.1 Each individual cylinder turned off by a key wrench is provided with a key wrench whenever in use;

36.3.2 Damaged cylinders are removed from service, tagged "DANGER – DO NOT USE" and reported to the appropriate supervisor and the CONTRACTOR S&H office;

36.3.3 Cylinder-to-cylinder connections are never made for the purpose of gas transfer; and,

36.3.4 Cylinder protective caps are never used for lifting or handling cylinders.

37.0 Electrical Equipment Inspection/Assured Grounding/GFCI

37.1 SUBCONTRACTOR shall implement and fully comply with the CONTRACTOR Electrical Equipment Inspection and Assured Grounding Procedure, which includes quarterly colour code changes and/or shall use ground fault circuit interrupters (GFCI) on all temporary electrical applications. Employees shall be trained in electrical hazards.

37.2 SUBCONTRACTOR shall ensure all tools are checked for electrical continuity after repairs, maintain records of all tool inspections, and make these records available to CONTRACTOR.

37.3 SUBCONTRACTOR shall ensure that generators and welding transformers are maintained in good condition, the area around generators are maintained free of oil and diesel spills, all rotating components are guarded, grounding/earthing is provided, and outlets are in good condition with no exposed conductors.

38.0 Vehicle Operations

38.1 SUBCONTRACTOR shall ensure vehicles are registered/licensed, maintained in a roadworthy condition, and operated in a safe manner in accordance with manufacturer recommendations and vehicle operators are healthy, unimpaired, have the required operators license, and observe established road and/or Jobsite regulations.

38.2 SUBCONTRACTOR shall provide a seat belt for each vehicle passenger and enforce the wearing of seat belts any time a vehicle is in motion. Busses provided for Project transportation may be exempt from this requirement, if authorized by CONTRACTOR in advance of their use.

38.3 SUBCONTRACTOR shall ensure that the focus of the site layout for their assigned area(s) involves the separation of pedestrian and vehicle routes from each other, and establishes appropriate roadway design and layout. Pedestrian routes shall be clearly signed/marked.

39.0 Night Work Requirements

39.1 SUBCONTRACTOR shall ensure that the lighting provided is adequate for the work and personnel are not working in the shadows. SUBCONTRACTOR shall perform regular inspection and maintenance of lighting equipment and ensure that all lighting equipment installed has been checked and certified in accordance with local procedure or building code requirements. SUBCONTRACTOR shall ensure that cables and other material are located in a way that prevents trip hazards.

39.2 SUBCONTRACTOR shall ensure that bulbs in light fixtures are protected from breakage (as designed by the manufacturer or as required by regulating agencies). Lighting fixtures shall be positioned to prevent employees from coming into contact with the fixtures during work operations. Lighting supply cords and cables shall be installed and maintained in a manner consistent with good electrical wiring practices.

39.3 SUBCONTRACTOR shall ensure that all points of exit, pathways and muster points are clearly illuminated and marked. Ladder access and egress areas shall be clearly illuminated.

39.4 SUBCONTRACTOR shall ensure that area lighting is located to avoid glare and spaced to provide adequate illumination for the areas covered.

39.5 SUBCONTRACTOR shall ensure that temporary lighting strings consist of non-conductive lamp sockets and connections are permanently moulded to the conductor insulation. Temporary installations must meet all the requirements of the National Electrical Code, or applicable local code. Bulbs attached to extension cords and lighting strings shall be protected by lamp guards.

40.0 Fork Lifts & Power Industrial Trucks

40.1 SUBCONTRACTOR shall ensure that only trained and authorized operators are permitted to operate powered industrial trucks.

40.2 SUBCONTRACTOR shall ensure that the use of powered industrial trucks complies with all manufacturer requirements and recommendations for safe operation, loading, traveling, and maintenance of powered industrial trucks.

40.3 SUBCONTRACTOR shall ensure that adequate ventilation is provided when operating in closed areas where internal combustion-powered vehicles are used. If operating in areas where fire and/or ordnance hazards exist, the exhaust of the truck shall be equipped with a spark arrestor. When operating in enclosed areas, internal combustion engines will be shut down when not in use. Only approved industrial trucks shall be used in hazardous locations.

40.4 SUBCONTRACTOR shall ensure that operators do not use cell phones (or any other type of mobile phone) while operating a powered industrial truck.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)
PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Well Foundation Works for Bridges

Exhibit "C" – Quantities, Pricing and Data

PRICES AND QUANTITIES

The Prices (VAT excluded) below are firm all inclusive prices and not subject to escalation. Payment under these items shall constitute full payment for performance of the corresponding Work and shall cover all costs of whatever nature incurred by SUBCONTRACTOR in accomplishing the Work in accordance with the provisions of this Subcontract. All prices are in Euro and all payments shall be in the same currency.

All quantities stated below are estimated quantities and those can either increase or decrease as per the Project requirements. Subcontractor shall only be paid as per the agreed actual quantities performed. Contractor does not guarantee any minimum Subcontract value.

Bill of Estimated Quantities and Pricing:

Item #	Description	Unit	Estimated Quantities	Unit Rate in Euro	Total in Euro
1.1	Independent Well Foundation Construction	m3	603.19	60.00	36,191.40
1.2	Adjacent and Parallel Well Foundation construction	m3	1558.24	48.00	74,795.52

Grand Total (w/o VAT)	**110,986.92**

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)
PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Well Foundation works for Bridges

Exhibit "D" – Scope of Work

General Scope of Work

Scope shall include performance of all required structures activities in accordance with Project specifications and drawings including, but not limited to, provision of all required drawings, shop drawings, data sheets, samples, as-built drawings as per Structures activities and materials to be incorporated. To perform the above defined scope of work, Subcontractor shall supply/provide fully trained workers, foremen, supervisors and superintendents together with all necessary hand tools, constructions equipments including but not limited to formwork, scaffolding, cranes and all consumables.

Drawings shall be provided to SUBCONTRACTOR by CONTRACTOR as part of each package and SUBCONTRACTOR shall perform all required activities in accordance with Project specifications.

All hand tools, formworks, manpower, supervisors on site and construction equipment related to this work will be provided by SUBCONTRACTOR unless otherwise stated herein.

1. Item Descriptions

1.1 Independent Well Foundation Construction

Independent well foundation construction means construction of one individual well, separated from any other wells. Well construction covers the applications listed below;

- **The excavation** below existing grade required for the construction of wells. Moreover, excavation includes clearing and grubbing which means removing from within the all growth including such items as hedges, bushes, trees, bracken and crops, the removal and transportation of these materials to a deposit site and disposing thereof in an acceptable manner. Transportation of excavated material up to 5 km is included in this scope of work together with unloading and spreading at waste areas designated by BEGP.
- **Rebar installation** which includes transportation of CONTRACTOR provided reinforcing steel from CONTRACTOR's rebar yard to the working location, unloading, fixing in place. All required equipment for this operation shall be provided by SUBCONTRACTOR. The scope also includes all spacer, stools, stairs, stirrups required to hold the designed reinforcement in the correct position as shown in design drawings.
- **Ring concrete pouring**: to perform all required activities to build all well foundation rings of structures, including but not limited to provision and installation/placement of formwork, accessories, all required supports and scaffolding, concreting and curing the concrete as per Project requirements as specified by the design and specifications. Required concrete shall be supplied by CONTRACTOR at the working location with pumping equipment where required. This item also includes application of all waterproofing materials, Styrofoam, membrane as shown in design drawings.
- **Fill concrete pouring**: To perform all required activities to build all well foundation of structures, including but not limited to provision and installation/placement of formwork,

accessories, all required supports and scaffolding, concreting and curing the concrete as per Project requirements as specified by the design and specifications. Required concrete shall be supplied by CONTRACTOR at the working location with pumping equipment where required. This item also includes application of all waterproofing materials (if it's required), Styrofoam, membrane as shown in design drawings.

Method of measurement: Independent Well foundation Construction shall be measured in cubic meters (m3) calculated based on design drawings with no deductions made for voids less than 0.15m3.

1.2 Adjacent Well Foundation Construction

Adjacent well foundation construction means construction of two or more adjacent well foundation at the same time. In other words, in case of execution of two or more well foundation simultaneously. Well construction covers the applications listed below;

- **The excavation** below existing grade required for the construction of wells. Moreover, excavation includes clearing and grubbing which means removing from within the all growth including such items as hedges, bushes, trees, bracken and crops, the removal and transportation of these materials to a deposit site and disposing thereof in an acceptable manner. Transportation of excavated material up to 5 km is included in this scope of work together with unloading and spreading at waste areas designated by BEGP.
- **Rebar installation** which includes transportation of CONTRACTOR provided reinforcing steel from CONTRACTOR's rebar yard to the working location, unloading, fixing in place. All required equipment for this operation shall be provided by SUBCONTRACTOR. The scope also includes all spacer, stools, stairs, stirrups required to hold the designed reinforcement in the correct position as shown in design drawings.
- **Ring concrete pouring**: To perform all required activities to build all well foundation rings of structures, including but not limited to provision and installation/placement of formwork, accessories, all required supports and scaffolding, concreting and curing the concrete as per Project requirements as specified by the design and specifications. Required concrete shall be supplied by CONTRACTOR at the working location with pumping equipment where required. This item also includes application of all waterproofing materials, Styrofoam, membrane as shown in design drawings.
- **Fill concrete pouring**: To perform all required activities to build all well foundation of structures, including but not limited to provision and installation/placement of formwork, accessories, all required supports and scaffolding, concreting and curing the concrete as per Project requirements as specified by the design and specifications. Required concrete shall be supplied by CONTRACTOR at the working location with pumping equipment where required. This item also includes application of all waterproofing materials (if it's required), Styrofoam, membrane as shown in design drawings.

Method of measurement: Adjacent Well foundation Construction shall be measured in cubic meters (m3) calculated based on design drawings with no deductions made for voids less than 0.15m3.

2. Mobilization

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

3. Jobsite Clearance, Access to Jobsite and Preparatory Works

CONTRACTOR shall provide access to the Jobsite for SUBCONTRACTOR's use. CONTRACTOR shall perform the site preparation works up to the level of foundation bottom elevations limited to earthworks, levelling and slope protections both for Temporary Facilities and Bridge Substructure in

accordance with SUBCONTRACTOR's applicable design, and deliver the Jobsite to SUBCONTRACTOR ready for SUBCONTRACTOR to executive all Work under this Subcontract.

4. Traffic Management

Traffic Management Plan shall be drafted by CONTRACTOR. CONTRACTOR shall get the approvals of local authorities.

5. Programming and Reporting

The SUBCONTRACTOR shall:

- Prepare weekly report/time sheet to include hours worked and quantities performed, which shall be issued to CONTRACTOR on a daily bases and this shall be approved by the CONTRACTOR field engineers and used for the monthly billing process.
- Submit schedule which will be prepared as to SC-06 Subcontract Schedule, within fourteen (14) calendar days of subcontract award and before the first progress payment is made.

6. Testing

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

Test Type	Performed by
Concrete Test	CONTRACTOR
Cement & Grouting Test	CONTRACTOR
Creep & Shrinkage Test	CONTRACTOR
Soil Test (if required)	CONTRACTOR
Rebar Test	CONTRACTOR
Welding Test	CONTRACTOR

7. Contractor Provided Utilities, Facilities and Services

The CONTRACTOR shall provide to the SUBCONTRACTOR the following utilities and services at no cost. Other than ones explicitly mentioned herein, CONTRACTOR shall not provide any materials and services to SUBCONTRACTOR:

- General survey reference points
- The land for open and close storage areas shall be given by CONTRACTOR, however all necessary buildings and facilities for the operation of storage areas shall be completed and executed by SUBCONTRACTOR.

Concrete and reinforcing steel shall be provided by CONTRACTOR to SUBCONTRACTOR. If SUBCONTRACTOR exceeds following wastage rates, exceeding material will be back charged to SUBCONTRACTOR.

Item	Description	Acceptable Waste Rates
1	Concrete	3%
2	Reinforcing Steel	0%

CONTRACTOR may provide other materials and services to the SUBCONTRACTOR upon the request of SUBCONTRACTOR at an agreed rate. However, it shall be noted that SUBCONTRACTOR

is under no obligation get and use any services and materials that may be provided by CONTRACTOR.

A written handing over form shall be filled in and signed by both parties for the scaffolding and formwork to be provided to SUBCONTRACTOR under above stated items No 6 and 7, stating the count of every individual element of such equipment. At the end of works, SUBCONTRACTOR shall hand over the supplied equipment to CONTRACTOR with a written handover form. Any missing or damaged piece of such equipment shall be backcharged to SUBCONTRACTOR at its market value.

8. Subcontractor Provided Utilities, Facilities and Services

- Provide all necessary equipment for excavation
- Provide all necessary hand tools and replace same when lost or worn out – home made, hand tools are not permitted in the Project.

  Provide PPE (Personal Protection Equipment) to European standards and replace when lost or worn out. All PPE is subject to BEGP ES&H Department approval before they are used. Gloves shall be in compliant with BEGP ES&H requirements; For Rebar-worker and standard uses gloves shall have ASTM or ANSI/ISEA Cut Resistance rate which shall be equal to four or more than four.

  For Form-worker gloves shall have ASTM or ANSI/ISEA Impact Resistance.
- Provide local accommodation and all meals,
- Provide transportation to and from work site,
- Supply special tools if any,
- Supply of electrical power including its generator and fuel.
- If it is necessary de-watering of the work area.
- Supply of air equipment / compressors
- Supply of all necessary equipments together with all accessories (to be used those are subject to BEGP Equipment and ES&H Departments approval)
- Supply of air equipment / compressors,
- Supply security system and Identification passes,
- Calculate and confirm daily, weekly and monthly production,
- Provide full method statements for all work activities that will be approved by BEGP before commencement of the work
- Provide security for its own equipment, material, buildings, facilities, and working and storage areas.

9. Contractor ES&H and Craft Competency Training Programme

In addition to first day ES&H induction training, SUBCONTRACTOR employees are required to attend several other ES&H and Craft Competency Training Programme given and managed by CONTRACTOR before commencement work on site. Detailed information on training programme and training matrix is/will be communicated to SUBCONTRACTOR and which employee of SUBCONTRACTOR will attend to which training programs will be decided by related discipline department manager in cooperation and coordination with ES&H department. No one is allowed to commence work on site before completing all necessary and instructed trainings.

BECHTEL ENKA GENERAL PARTNERSHIP-(CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Well Foundation Works for Bridges

Exhibit "E" DRAWINGS AND SPECIFICATIONS

- Project Specification for Concrete Works is Volume 4 and Volume 2 Extracted Pages ,as attached to Exhibit E, General Technical Requirements for road works 2001 published by Institut Građevinarstva Hrvatske, Zagreb.

- Project Drawings and Designs will be provided to Subcontractor. Drawings may change in regard to the project requirements Subcontractor shall complete the works in accordance with the drawings provided by Contractor. Any Subcontractor furnished drawings shall be subject to approval by the Contractor prior to commence to work.

- GTR-VOLUME 2 with reference to below items;
  Extracted Pages 17-19 for Earthworks and Drainage.
- Project Inspection and Test Plan Concrete and Structure.
- Project Inspection and Test Plan Earthworks.
- Quality Control Plan.
- Method Statements, Earthworks and Well Foundation Operations.

30 August 2017
25939-000-T-BESC-04464

Suma Engineering Platform d.o.o.
Branch in Kosovo
& Dinarik d.o.o JV
Phone: 049 932 245
E-mail: tomic.antonio01@gmail.com
Attention: Antonio Tomic

Subject: Requet Proposal for Procure and Construct (PC) for Bridges B402 and B405 Prishtinsë Hani i Elezit Motorway Project

Description: Notice of Award

To whom it may concern,

Following the technical and commercial evaluations, Bechtel Enka General Partnership (BEGP) is pleased to inform you that your company is going to be awarded the Subcontract Agreement for Request Proposal for Procure and Construct (PC) for Bridges B402 and B405 of Prishtinë-Hani i Elezit Motorway Project.

The formal contracting process between BEGP and Suma Engineering Platform d.o.o. Branch in Kosovo & Dinarik d.o.o JV is anticipated to be completed within three working days. Please accept this letter as confirmation of our intent to conclude this contract with Suma Engineering Platform d.o.o. Branch in Kosovo & Dinarik d.o.o JV and take all necessary actions for mobilization in coordination and cooperation with the Structures Department.

It should be noted that physical works shall not commence on Site until the contract agreement has been concluded between Suma Engineering Platform d.o.o. Branch in Kosovo & Dinarik d.o.o JV and BEGP and the requirements of that contract have been fulfilled.

Regards,

Ibrahim Karaagac
Project Deputy Manager

BECHTEL ENKA - GP
Tel. +386(0)43772 555(666)
Tel. +386(0)43772 888(999)
Mujo Ulqinaku 5/9, floor4 PRISHTINË-KOSOVË
2

Riyadh Alkhazraji
Project Manager

Suma Engineering Platform d.o.o.
Branch in Kosovo
Kalabria, Blloku C1, oB.2 Nr.
Pristina / Kosovo

28 Aug 2017
25939-000-T-BESC-04457

Subcontract No: 25939-ST1-SA-SOSC-00040 – Engineer, Procure and Construct (EPC) Subcontract for Bridge No 063

Subject: Subcontract Amendment, Notice to Proceed

Mr. Antonio Tomic,

This letter constitutes Bechtel Enka General Partnership (BEGP)'s conditional acceptance of Suma Engineering Platform d.o.o. Branch in Kosovo's offer for de-scoping Bridge 063 and award of design and construction of Bridge B403.

An amendment to the Subcontract No. 25939-ST1-SA-SOSC-00040 shall be mutually signed to reflect this scope change into the Subcontract following the mutual agreement of non-commercial terms.

Value of the amended Subcontract shall be 5,311,399.13 Euro (five million, three hundred eleven thousand, three hundred ninety nine Euro and thirteen cents). The award is based upon the requirements, terms and conditions of BEGP and is conditional on final signature of updated Contract Documents to that affect.

You are authorized to proceed with the design, mobilization and piling activities which is conditional on successful negotiated resolution of any outstanding issues and final signature of updated Subcontract Documents to that affect.

The commencement date of the Work shall be 30th of August 2017 and all performance securities, insurance certificates and pre-mobilization requirements must be satisfied in support of the Work.

Proceeding with the Work shall be deemed acceptance of the terms of this award. Please promptly return this letter, signed by your authorized representative. Countersignature below shall constitute acknowledgment and acceptance of the terms contained herein and shall be a condition precedent to any payment under this subcontract.

Very truly yours,

Ibrahim Karaagac
Project Deputy Manager

Riyadh Alkhazraji
Project Manager

Acknowledged and accepted by:

Print Name: Antonio Tomic

Authorized Signature:

Print Title:

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM FORM OF AGREEMENT

Subcontract for Operation and Maintenance of Pile Crew

Subcontractor:	Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo	Subcontract No.:	25939-ST1-SA-SSSC-00031
Address:	Kalabria, Biloku C1, oB.2 Nr. 23 Pristina Kosovo	Work Location:	Prishtine-Hani I Elezit Motorway Project
		Issuing Office:	Prishtina,Kosovo
Contact:	Antonio Tomic	Address:	Pejton"Mujo Ulqinaku" 5/9,4th Floor
Telephone:	049 932 245		Prishtina - Kosovo
E-mail:	tomic.antonio01@gmail.com	Register No.:	NA

This subcontract is effective as of the 28/08/2017 ("the Effective Date") between Bechtel Enka General Partnership (BEGP) (CONTRACTOR), and the above named SUBCONTRACTOR (collectively the "Parties" and each individually a "Party") who hereby agrees that all Work specified below shall be performed by the SUBCONTRACTOR in accordance with all provisions of this subcontract consisting of the following Subcontract Documents:

Subcontract Form of Agreement
Exhibit "A" – General Conditions
Exhibit "B" – Special Conditions
Appendix "B1" – Safety and Health Standards
Exhibit "C," – Quantities, Pricing and Data
Exhibit "D," – Scope of Work and Technical Specifications
Exhibit "E" - Drawings

1. WORK TO BE PERFORMED (Work): SUBCONTRACTOR shall, assuming all risks in any way connected therewith and furnishing all required equipment, materials, labor, and technical and professional services, perform the following described work:

   Scope includes performance of all required rebar installation activities in accordance with Project specifications and drawings for piling. To perform the work, Subcontractor shall supply/provide fully trained workers, foremen, operator, supervisors and superintendents together with all necessary hand tools, equipments and all materials including consumables.

   The Work is a part of the services to be provided by CONTRACTOR to the Ministry of Infrastructure on behalf of the Government of the Republic of Kosovo (EMPLOYER) for the Kosovo Motorway Project (Project) at Prishtine-Hani I Elezit Motorway Project (Jobsite).

2. SCHEDULE: SUBCONTRACTOR shall complete all work as expeditiously as practicable and in accordance with the directions of the CONTRACTOR. The subcontract duration is till **31/08/2018.**

   SUBCONTRACTOR shall not be allowed to commence works at site before attending

CONTRACTOR's safety induction and providing Certificates of Insurance in accordance with SC-1; a Safety and Health (S&H) Plan in accordance with SC-7.

3. COMPENSATION: As full consideration for the satisfactory performance by SUBCONTRACTOR of this subcontract, CONTRACTOR shall pay SUBCONTRACTOR compensation in accordance with the prices set forth in Exhibit "C" and the payment provisions of this subcontract. **The anticipated subcontract value is 180,000.00 Euro (one hundred eighty thousand euro and zero cent) (excluding VAT)** but SUBCONTRACTOR will be paid in accordance with the work performed and CONTRACTOR does not guarantee any minimum subcontract value.

4. This subcontract embodies the entire agreement between CONTRACTOR and SUBCONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

5. This subcontract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same agreement.

CONTRACTOR:		SUBCONTRACTOR:	
Bechtel Enka General Partnership (BEGP)		**Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo**	
Authorized Signature:		Authorized Signature:	
Print Name:	Riyadh Alkhazraji	Print Name:	ANTONIO TOMIĆ
Print Title:	Project Manager	Print Title:	

SUMA
ENGINEERING PLATFORM
BRANCH IN KOSOVO

Authorised Signature:	
Print Name:	Ibrahim Karaagac
Print Title:	Deputy Project Manager

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT – SHORT FORM

Subcontract for Operation and Maintenance of Pile Crew

EXHIBIT "A" - GENERAL CONDITIONS

TABLE OF CONTENTS

GC	Title	Page
GC-1	INDEPENDENT CONTRACTOR	2
GC-2	AUTHORIZED REPRESENTATIVES AND NOTICE	2
GC-3	SUBCONTRACT INTERPRETATION	2
GC-4	ORDER OF PRECEDENCE	3
GC-5	STANDARDS AND CODES	3
GC-6	LAWS, REGULATIONS, PERMITS AND TAXES	3
GC-7	LABOR, PERSONNEL AND WORK RULES	4
GC-8	PUBLICITY AND ADVERTISING	5
GC-9	SECURITY REQUIREMENTS	5
GC-10	ENVIRONMENTAL REQUIREMENTS	5
GC-11	SITE CONDITIONS	7
GC-12	SUBCONTRACTOR JOBSITE REQUIREMENTS	8
GC-13	SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES	9
GC-14	FIRST AID FACILITIES	9
GC-15	INSPECTION AND TESTING	9
GC-16	EXPEDITING	10
GC-17	FORCE MAJEURE	10
GC-18	VARIATION and AMENDMENT	11
GC-19	RECORDS AND AUDIT	13
GC-20	WARRANTY and STANDARD OF CARE	13
GC-21	BACKCHARGES	14
GC-22	INDEMNITY	14
GC-23	PATENT AND INTELLECTUAL PROPERTY INDEMNITY	15
GC-24	RIGHT TO WORK TOOLS AND WORK PRODUCT	15
GC-25	ASSIGNMENT AND SUBCONTRACTS	16
GC-26	SUSPENSION	16
GC-27	TERMINATION	17
GC-28	FINAL INSPECTION AND ACCEPTANCE	17
GC-29	NON-WAIVER	18
GC-30	SEVERABILITY	18
GC-31	SURVIVAL	18
GC-32	GOVERNMENT RESTRICTED PARTIES AND COMMODITIES	18
GC-33	STANDARDS OF CONDUCT	19

GC-1 INDEPENDENT CONTRACTOR

1.1 SUBCONTRACTOR is an independent contractor and all persons employed by SUBCONTRACTOR in connection with this subcontract shall be its employees and not employees of CONTRACTOR or EMPLOYER in any respect.

SUBCONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this subcontract. SUBCONTRACTOR shall act as an independent contractor and not as the agent of CONTRACTOR in performing this subcontract, and shall maintain complete control over its employees and all of its lower-tier associates, suppliers and subcontractors. Nothing contained in this subcontract or any lower-tier purchase order or subcontract awarded by SUBCONTRACTOR shall create any contractual relationship between any lower-tier associate, supplier or subcontractor and CONTRACTOR. SUBCONTRACTOR shall perform the Work in accordance with the level of professional skill, care and diligence exercised by, and expected from, professional firms in SUBCONTRACTTOR'S industry, profession, discipline or trade, when supplying services similar to the Services, and for a project comparable in size, scope, complexity and purpose to the Project, subject to compliance with this subcontract.

1.2 Subject to the standard of care in GC-1.1, SUBCONTRACTOR has represented to CONTRACTOR that it is competent, knowledgeable and has the technical expertise and experience to perform the Services in accordance with this subcontract. SUBCONTRACTOR has also represented to CONTRACTOR that it is able to perform the Work with the highest regard to the safety of all persons and the property of third parties. SUBCONTRACTOR acknowledges that in entering into this subcontract, CONTRACTOR relies on these representations.

GC-2 AUTHORIZED REPRESENTATIVES AND NOTICE

2.1 Unless otherwise specified, all notices and communications in accordance with or related to this Subcontract shall be between authorized representatives designated in writing by the Parties.

2.2 Whenever this subcontract provides for the giving or issuing of approvals, consents, agreements, determinations, notices and requests, these communications shall be in writing and effective upon receipt by the authorized representative(s) of the receiving Party and shall be delivered either personally, by facsimile, by courier or express delivery, or by certified mail to the facsimile number or address shown on the face of this subcontract or such address as directed by notice.

2.3 SUBCONTRACTOR and CONTRACTOR may each change its authorized representative(s) and contact information at any time upon ten (10) days prior written notice to the other Party. Changes or appointments cannot be retrospective.

2.4 SUBCONTRACTOR shall take instructions, directions or any other communications under this subcontract only from CONTRACTOR's authorized representative.

GC-3 SUBCONTRACT INTERPRETATION

SUBCONTRACTOR shall immediately submit to CONTRACTOR in writing for resolution:

1. All questions concerning interpretation or clarification of the Subcontract Documents or applicable standards and codes,

2. Conflicts or discrepancies discovered by SUBCONTRACTOR between or within the Subcontract Documents and any applicable standards, codes, laws and regulations, and

3. Errors or omissions discovered by SUBCONTRACTOR in the Subcontract Documents.

All determinations, instructions, and clarifications of CONTRACTOR shall be final and conclusive unless determined to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times SUBCONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of CONTRACTOR. SUBCONTRACTOR shall be liable for any costs and expenses arising from its failure to comply with its obligations in this clause or furnishing any equipment or material or performing any work containing the conflict, discrepancy, error or omission prior to or inconsistent with CONTRACTOR'S written determination, instruction or clarification.

GC-4 ORDER OF PRECEDENCE

All Subcontract Documents and subsequently issued Variations and amendments are essential parts this subcontract.. The Subcontract Documents are to be taken as mutually explanatory of one another and shall be read as a whole. In resolving conflicts, or discrepancies between any of the Subcontract Documents the following order of precedence shall be used:

1. Subcontract Form of Agreement
2. Exhibit "C" - Quantities, Pricing and Data
3. Exhibit "B" - Special Conditions
4. Exhibit "A" - General Conditions
5. Exhibit "D" - Scope of Work
6. Exhibit "E" - Technical Specifications and Drawings

GC-5 STANDARDS AND CODES

Wherever references are made in this subcontract to standards or codes in accordance with which the Services under this subcontract are to be performed, the current edition or revision of the standards or codes shall apply, including any revisions published during the performance of this subcontract and prior to Final Acceptance. In case of any conflict between any referenced standards and codes and any Subcontract Documents, SUBCONTRACTOR shall immediately notify CONTRACTOR in writing of such conflict together with a recommendation for resolution. CONTRACTOR shall confirm the Subcontract Document requirement in writing or direct a Variation in accordance with GC-18.

GC-6 LAWS, REGULATIONS, PERMITS AND TAXES

SUBCONTRACTOR represents that it is familiar with, shall be subject to and shall comply with all applicable laws in effect at the time the Work under this Subcontract are performed. SUBCONTRACTOR shall pay any penalties, fines or assessments levied by any relevant and competent authority resulting from any breach of this clause by SUBCONTRACTOR or any lower-tier subcontractor and shall indemnify and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from such a breach.

If during the term of this subcontract SUBCONTRACTOR discovers any discrepancy or inconsistency between this subcontract and any applicable laws (but excluding changes to tax laws where such taxes are based upon SUBCONTRACTOR'S inventory, payroll, income, profits/losses or cost of finance), SUBCONTRACTOR shall immediately notify CONTRACTOR in writing. and submit detailed documentation including in terms of both time and cost of performing the Subcontract, subject to SUBCONTRACTOR's entitlement to an equitable adjustment of the time(s) for completion and compensation in accordance with GC-18.

Except as otherwise specified, SUBCONTRACTOR shall obtain all permits, licenses, certifications, fulfill any other applicable governing authority requirement and furnish any documentation, bonds, security or deposits required for the performance of the Services. In the event that permits are required for the Work which can by applicable law be obtained only in the name of CONTRACTOR, SUBCONTRACTOR shall identify such permits in writing to CONTRACTOR, support CONTRACTOR in the preparation and submission of applications, prepare any necessary documentation, and perform any necessary coordination to facilitate obtaining such permits in a timely manner.

SUBCONTRACTOR certifies that it and all subcontractors engaged in the performance of the Work are licensed, certified and registered to perform the professional and technical services required to complete the Work under this subcontract. Such licenses, certifications and registrations shall be maintained throughout performance of this subcontract and failure to do so may be cause for default determination.

SUBCONTRACTOR shall pay all taxes, levies, duties and assessments of every nature due in connection with the performance of the Work under this Subcontract and shall make any and all payroll deductions and withholdings required by applicable laws and hereby indemnifies and holds harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors and assigns from and against any liability related to any and all such taxes, levies, duties, assessments, deductions and withholdings.

GC-7 LABOR, PERSONNEL AND WORK RULES

SUBCONTRACTOR shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any SUBCONTRACTOR personnel determined to be unfit or to be acting in violation of any provision of this subcontract. SUBCONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by CONTRACTOR and EMPLOYER.

SUBCONTRACTOR is encouraged, to the extent practicable and reasonable, to employ staff and labour with appropriate qualifications and experience from sources within the Republic of Kosovo. SUBCONTRACTOR shall pay rates of wages, and observe conditions of labour, which are not lower than those established for the trade or industry where the work is carried out. If no established rates or conditions are applicable, SUBCONTRACTOR shall pay rates of wages and observe conditions which are not lower than the general level of wages and conditions observed locally by employers whose trade or industry is similar to that of SUBCONTRACTOR. SUBCONTRACTOR shall not permit any of its personnel to maintain any temporary or permanent living quarters within the structures forming part of the Project. SUBCONTRACTOR shall respect the festivals and religious customs recognized in the Republic of Kosovo. SUBCONTRACTOR shall be responsible for making any funeral arrangements for any of its local employees who may die while engaged upon the Works.

At CONTRACTOR'S request, SUBCONTRACTOR shall provide to CONTRACTOR a detailed list showing the names of all employees of SUBCONTRACTOR or subcontractors of any tier who are participating or have participated in the performance of the Work.

CONTRACTOR may at its sole discretion deny access to the Jobsite to any individual by written notice to SUBCONTRACTOR. In the event an employee is excluded from the Jobsite, SUBCONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

SUBCONTRACTOR shall, to the extent permissible under applicable law, comply with the provisions of all labor agreement(s) which apply to the Work performed under this subcontract. If required by the terms of any such labor agreement(s), SUBCONTRACTOR shall, immediately after subcontract award, agree to comply with and be bound by the terms of such labor agreement(s).

GC-8 PUBLICITY AND ADVERTISING

SUBCONTRACTOR shall not make any announcement, take any photographs, or release any information concerning this subcontract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from CONTRACTOR.

GC-9 SECURITY REQUIREMENTS

In performance of the Work, SUBCONTRACTOR shall establish and maintain and comply with a security program, implementing and supplementing Project security requirements. Such program shall include:

1. Controlled access to office, warehouse, material and equipment sites.
2. Physical security of office, warehouse, material and equipment sites, to include periodic security checks of all work areas assigned to SUBCONTRACTOR.
3. Control of material and equipment packaging, transportation, and delivery to the Jobsite.
4. Accountability procedures for storage, requisition and issue of material and equipment.
5. Personnel security to include, but not limited to, compliance with Project work rules (access, badging, prohibited activities and items, etc.)
6. Security communications to include, but not limited to, use of radios, satellite phones, cell phones, locating devices for vehicles.
7. Compliance with the Project Emergency Response Plan to include, but not limited to, emergency notification lists, personnel accountability procedures, etc.
8. Compliance with all Project security programs and the coordination measures, with CONTRACTOR, EMPLOYER and others on the Jobsite, established for that purpose.
9. Immediate notification to CONTRACTOR of all loss, theft or vandalism and promptly followed by submission of a detailed written report.

SUBCONTRACTOR shall cooperate with CONTRACTOR and EMPLOYER on all security matters and shall promptly comply with any Project security arrangements established by CONTRACTOR or EMPLOYER. Such compliance with these security requirements shall not relieve SUBCONTRACTOR of its responsibility for maintaining proper security for the Work.

GC-10 ENVIRONMENTAL REQUIREMENTS

Throughout performance of the Work, SUBCONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread or release of contaminated or hazardous substances/materials, including by limiting damage and nuisance to people and property resulting from pollution, noise and other results of its operations and ensuring that emissions, surface discharges and effluent from the Jobsite and arising from SUBCONTRACTOR's activities shall not exceed the values stated in the environmental consent for the Project and prescribed by Kosovar Law.

Based on the foregoing, SUBCONTRACTOR shall:

1. Comply with all applicable laws, ordinances, statutes, rules, regulations, codes and standards governing environmental requirements and conduct the Work based on the

requirements of this subcontract, including compliance with permit requirements and Project plans, procedures, and approvals.

2. Provide all documentation required by all levels of governing authority or CONTRACTOR concerning environmental requirements.

3. As applicable, provide and maintain effective planning and field control measures for the following activities:

- Wastewater (domestic and industrial) discharges to land, surface water, or groundwater,
- To treat waste water before discharging
- To control after treatment, before the discharging
- To obtain the optimum parameter before discharging
- Extraction/supply of water from surface and/or subsurface sources
- To minimize water consumption
- To prevention the water pollution
- To keep away during the construction from the drinking water resources
- Storm water management,
- Spill prevention and response,
- To have and use drip trays during the oil or diesel refueling operation
- To have and use spill kits
- To have drip tray under the generator
- Erosion and sedimentation control,
- Protect all sensitive areas
- Air emissions and dust control,
- To minimize emission from sources
- To use environmental friendly fuel in vehicles
- To minimize the fuel consumption
- Damping water on haul road to prevent dust
- Noise control,
- To measure noise
- To prevent noise pollution
- Waste and hazardous waste management (domestic and industrial),
- To have and use just approved containers for waste deposit(trash bins)
- Label all waste containers
- Separate waste(separate waste (plastics, paper, metal....) for recycling or reusing)
- To separate hazardous waste from other waste, to establish proper deposit area (bounded area with 110% capacity)for hazardous wastes
- To establish proper deposit area (bounded area with 110% capacity) for used oil, contaminated soils, and for other contaminated materials
- To have MSDS for all chemical substances
- To collect batteries in special container
- Protection of areas designated as biologically / historically / archeologically / culturally significant (e.g., wetland, wildlife preserves, cultural resources, historic resources), and
- Work area restoration, including re-vegetation and re-contouring, build retention and sedimentation basins, river clean-up etc.(mitigation measures).

This shall include: obtaining certifications; conducting requisite analysis and monitoring of such activities as required by the Subcontract Documents, permit conditions or other applicable law and/or regulation; utilizing appropriate equipment for sampling, analysis and treatment; and, proceeding in accordance with permit requirements.

4. Develop an Environmental Compliance Plan which shall, as a minimum, comply with the applicable requirements outlined in subclause 1 above. SUBCONTRACTOR shall have sole responsibility for implementing and enforcing its Environmental Compliance Plan.

5. Comply with all access restrictions, including prohibitions on access to or activities in areas on or adjacent to the Jobsite and require its personnel and those of its suppliers and subcontractors of any tier to comply with all signage and flagging related to such restricted areas. Restricted areas may include, but are not limited to: designated wetlands; environmental mitigation study areas; protected/restricted biological /cultural/historical/archeological sites; and designated fish, wildlife, or vegetative habitat.

6. Require that its personnel do not hunt, fish, feed, capture, extract, or other wise disturb aquatic or terrestrial, animal or vegetative species within the Project boundary or while performing any tasks in performance of the Work.

7. Not proceed with any renovation or demolition work until surveys and notifications have been completed, filed with, and approved by the appropriate regulatory agencies and CONTRACTOR specifically authorizes that work to proceed, i.e. asbestos or similar hazardous substances. Should such materials be uncovered during SUBCONTRACTOR'S work, the provisions of subclause 8 below shall apply.

8. Immediately stop work in any area where the following are discovered:

   (a) Contamination indicators such as odor or appearance; unknown containers, piping, underground storage tanks, or similar structures or obstacles; or

   (b) Any other materials which are reasonably suspected to be toxic or hazardous; or

   (c) Cultural resources or artifacts with potential archaeological or historical value.

   SUBCONTRACTOR shall then immediately notify CONTRACTOR and the stop work area shall be determined by CONTRACTOR and confirmed in writing. Activity in the stop work area shall only resume upon CONTRACTOR'S written approval. Cultural resources or artifacts shall not be disturbed or removed, but secured and guarded until turned over to CONTRACTOR or CONTRACTOR designated authorities.

9. Manage, store, and dispose of all hazardous waste generated by SUBCONTRACTOR during the Work in accordance with the applicable requirements outlined in subclause 1 above. All transporter and disposal companies used by SUBCONTRACTOR shall be appropriately licensed by the governing authorities and SUBCONTRACTOR shall provide CONTRACTOR with proof of such licensing prior to their performance on any Work.

SUBCONTRACTOR'S obligations under the General Condition titled "INDEMNITY" apply to any liability arising in connection with or incidental to SUBCONTRACTOR'S performance or failure to perform as provided in this clause.

GC-11 SITE CONDITIONS

SUBCONTRACTOR shall have sole responsibility for satisfying itself concerning the nature and location of the Work and failure to acquaint itself with applicable conditions will not relieve SUBCONTRACTOR of responsibility for properly estimating either the difficulties, time for or the cost of performing its obligations under this subcontract.

Any CONTRACTOR or EMPLOYER provided investigations of Jobsite surface or subsurface conditions are for information only and neither CONTRACTOR nor EMPLOYER warrant or guarantee their content.

Title to water, soil, rock, gravel, minerals, timber, and any other materials developed or obtained in the excavation or other operations of SUBCONTRACTOR upon CONTRACTOR or EMPLOYER premises remains with CONTRACTOR and EMPLOYER and the right to use said materials or dispose of same is hereby expressly reserved by CONTRACTOR or EMPLOYER.

GC-12 SUBCONTRACTOR JOBSITE REQUIREMENTS

SUBCONTRACTOR work areas on the Jobsite shall be assigned by CONTRACTOR and SUBCONTRACTOR will confine its operations to the areas so assigned.

SUBCONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. Upon completion of the Work and prior to final payment SUBCONTRACTOR shall remove its equipment, plant and surplus materials; dispose of all rubbish; and return all CONTRACTOR or EMPLOYER supplied equipment and materials to a CONTRACTOR designated Jobsite location.

SUBCONTRACTOR shall not interfere unnecessarily or improperly with the convenience of the public or the access to and use and occupation of all roads and footpaths, irrespective of whether they are public or in the possession of the Employer or of others.

Others may be working at the Jobsite during performance of this subcontract. SUBCONTRACTOR acknowledges its obligation to coordinate its activities on the Jobsite with the work of each such party to avoid or mitigate to the greatest extent possible interference with their work. CONTRACTOR also reserves the right to schedule SUBCONTRACTOR work to minimize interference with work of any of the parties involved.

SUBCONTRACTOR shall use reasonable efforts to prevent any road or bridge from being damaged by its traffic or personnel. These efforts shall include the proper use of appropriate vehicles and routes.

SUBCONTRACTOR shall be responsible for all risk of loss or damage to work in progress and all equipment and material in its possession and shall accordingly rectify any loss or damage. SUBCONTRACTOR shall receive, unload, store and process such equipment and material subject to CONTRACTOR'S review and approval.

SUBCONTRACTOR shall conduct its operations so as not to:

1. Interfere with any utility, right-of-way, structure or other property without appropriate permits and advance written authorization of CONTRACTOR, and

2. Enter upon lands in their natural state or damage or destroy vegetation or cultivated and planted areas, whether on or off the Jobsite, without the advance written authorization of CONTRACTOR.

SUBCONTRACTOR shall comply with CONTRACTOR'S and EMPLOYER's Jobsite security requirements and at all times conduct operations under this subcontract in a manner to avoid risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, material, work or other property.

All fossils, coins, articles of value or antiquity, and structures and other remains or items of geological or archaeological interest found on the Jobsite shall be placed under the care and authority of EMPLOYER. SUBCONTRACTOR shall take reasonable precautions to prevent its personnel or other persons from removing or damaging any of these findings.

All costs for replacement, repair or restoration required by reason of SUBCONTRACTOR failure to protect all equipment, facilities and material described herein or for unauthorized obstruction, damage to or use of property as described in 1 and 2 above shall be at SUBCONTRACTOR'S expense.

GC-13 SUBCONTRACTOR'S PLANT, EQUIPMENT AND FACILITIES

SUBCONTRACTOR shall provide and use for the Work only such construction plant, equipment, tools, facilities and materials capable of producing the quality and quantity of work required by this subcontract and within the times specified in the Subcontract Schedule. Upon request, SUBCONTRACTOR shall provide CONTRACTOR a current itemized list of all plant, equipment, and tools on the Jobsite in the format and detail required by CONTRACTOR.

SUBCONTRACTOR shall discontinue operation of plant, equipment or facilities deemed unsatisfactory by CONTRACTOR and shall either modify the items to CONTRACTOR'S satisfaction or remove them from the Jobsite.

SUBCONTRACTOR shall not remove construction plant, equipment, tools or facilities from the Jobsite before the Work is finally accepted, without CONTRACTOR'S written approval.

GC-14 FIRST AID FACILITIES

Where CONTRACTOR or EMPLOYER has first-aid facilities at the Jobsite CONTRACTOR may, at its option, make available such facilities for the treatment of employees of SUBCONTRACTOR and employees of its lower-tier subcontractors and suppliers, who may be injured or become ill while engaged in the performance of the Work under this subcontract.

If first-aid facilities and/or services are made available to said employees then, in consideration for the use of such facilities and the receipt of such services, SUBCONTRACTOR hereby agrees:

1. To include as part of its obligation under the General Condition titled "INDEMNITY" the obligation to release, defend, indemnify and hold harmless CONTRACTOR and EMPLOYER from all claims, demands, and liabilities arising from the use of such services or facilities; and

2. In the event any of SUBCONTRACTOR'S employees or employees of its lower-tier subcontractors and suppliers require off-site medical services, including transportation thereto, to promptly pay for such services directly to the providers thereof.

GC-15 INSPECTION AND TESTING

All equipment and material furnished and work performed shall be properly inspected by SUBCONTRACTOR at its expense and shall at all times be subject to quality surveillance and quality audit by CONTRACTOR, EMPLOYER or their authorized representatives who, upon reasonable notice, shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for such quality surveillance or audit. If any equipment, material or work is determined by CONTRACTOR or EMPLOYER to be defective or not in conformance with this subcontract, if it has not been incorporated into the Work it shall not be so incorporated or otherwise the provisions of the General Condition titled "WARRANTY" shall apply.

Unless otherwise provided in the subcontract, testing of equipment, materials or work shall be performed by SUBCONTRACTOR at its expense and in accordance with subcontract requirements and SUBCONTRACTOR shall give CONTRACTOR 35 day's notice of tests and shall send to CONTRACTOR the results of the tests. Any tests or repeated tests that are not passed shall be repeated. Should tests in addition to those required by this subcontract be desired by CONTRACTOR, SUBCONTRACTOR will be given reasonable notice to permit such testing. Such additional tests will be at CONTRACTOR'S expense.

SUBCONTRACTOR shall give notice to CONTRACTOR whenever any work is ready and before it is covered

up, put out of sight, or packaged for storage or transport. CONTRACTOR shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to SUBCONTRACTOR that it does not require to do so. If SUBCONTRACTOR fails to give the notice, he shall, if and when required by CONTRACTOR, uncover the work and thereafter reinstate and make good, all at SUBCONTRACTOR's cost.

SUBCONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing.

GC-16 EXPEDITING

The equipment and materials furnished and work performed under this subcontract shall be subject to expediting by CONTRACTOR or its representatives who shall be afforded full and free access to the shops, factories or other places of business of SUBCONTRACTOR and its suppliers and subcontractors of any tier for expediting purposes. As required by CONTRACTOR, SUBCONTRACTOR shall provide detailed schedules and progress reports for use in expediting and shall cooperate with CONTRACTOR in expediting activities.

GC-17 FORCE MAJEURE

No delay or failure in performance by either party shall constitute default or give rise to any claim for damages to the extent such delay or failure is caused by Force Majeure.

In this Clause, "Force Majeure" means an event or circumstance which:

(a) is beyond a party's control; and

(b) which, having arisen, such party could not, without expenditure, reasonably have avoided or overcome.

Force Majeure may include, but is not limited to, events or circumstances of the kind listed below, so long as conditions (a) and (b) above are satisfied:

(i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, embargo, or any trade embargo affecting the free flow of goods and services to or from Kosovo,

(ii) rebellion, terrorism, sabotage by persons other than the SUBCONTRACTOR's personnel, revolution, insurrection, military or usurped power, or civil war,

(iii) riot, commotion, environmental protest, disorder, strike or lockout by persons other than the SUBCONTRACTOR's personnel,

(iv) munitions of war, explosive materials, ionising radiation or contamination by radio-activity, except as may be attributable to the SUBCONTRACTOR's use of such munitions, explosives, radiation or radio-activity,

(v) natural events that are out of the ordinary such as earthquake, hurricane, typhoon or volcanic activity, flood, lightning, fire or cyclone;

(vi) the expropriation or compulsory acquisition by any competent authority within Kosovo of any assets or rights of the SUBCONTRACTOR.

The following will not constitute Force Majeure: insufficient financial means of SUBCONTRACTOR or any its suppliers or subcontractors to perform any subcontract obligations, including the insolvency or bankruptcy of any supplier or subcontractor; and the unavailability or shortages of labor or equipment or materials.

If SUBCONTRACTOR'S performance of this subcontract is delayed by a Force Majeure occurrence, SUBCONTRACTOR shall immediately provide CONTRACTOR written notification of the delay and its estimated duration within twenty-four (24) hour of the occurrence. During the ongoing occurrence, SUBCONTRACTOR shall take all actions to minimize and mitigate the effect of the Force Majeure occurrence. Within seven (7) calendar days after the cessation of any Force Majeure occurrence, SUBCONTRACTOR shall notify CONTRACTOR in writing specifying the actual duration of the delay and describing its plan to minimize and mitigate the effect of the Force Majeure occurrence on the completion of the Work.

Failure to provide any of the above required notices or failure to submit its plan to minimize or mitigate the effect of a Force Majeure occurrence shall be sufficient ground for denial of an extension of time. If CONTRACTOR determines that the delay was caused by a Force Majeure occurrence, CONTRACTOR will determine the duration of the delay and will extend the time of performance of this subcontract by modifying the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK" accordingly. Such extension shall be the sole remedy for the delay.

GC-18 VARIATION and AMENDMENT

18.1 For the purposes of this GC-18, "Variation" shall mean any change to the Services which is instructed or approved as a variation in accordance with the procedure set out in this GC-18 below.

18.2 A Variation may be initiated by CONTRACTOR at any time, either by an instruction or by a request for SUBCONTRACTOR to submit a proposal including, without limitation, additions, deletions, rescheduling and acceleration or deceleration, to all or any part of the Work, and SUBCONTRACTOR agrees to perform such Works as changed. Where SUBCONTRACTOR can show that an instruction or request for proposal of CONTRACTOR given in accordance with the subcontract has resulted in, or that the occurrence of an event beyond the control of SUBCONTRACTOR causes an increase or decrease in the cost of performing the Work, or in the time required to perform, any part of the Work, an equitable adjustment shall be made to the compensation or time(s) for completion, or both. SUBCONTRACTOR shall, within five (5) calendar days of such instruction or request for proposal, notify CONTRACTOR and submit a substantiated claim. CONTRACTOR shall, as soon as practicable after receiving such proposal, respond with approval, disapproval or comments. If CONTRACTOR instructs or approves a Variation, he shall proceed to determine any reasonable costs to which SUBCONTRACTOR is entitled as a direct consequence of the Variation. SUBCONTRACTOR shall not make any alteration and/or modification of the Work, unless and until CONTRACTOR issues an instruction or approves a Variation.

18.3 The substantiated claim to be submitted by the SUBCONTRACTOR pursuant to GC-18.2 shall include the following information:

(1) a description of the proposed Works to be performed and a programme for its execution,
(2) SUBCONTRACTOR's proposal for any necessary modifications to the order of performance of the Works and/or the Milestone Dates in Exhibit "C" - Quantities, Pricing and Data,
(3) SUBCONTRACTOR'S reasonable costs as a direct consequence of the Variation on the basis set out in Exhibit "C" - Quantities, Pricing and Data, and
(4) SUBCONTRACTOR'S proposal for evaluation of the Variation.

18.4 Any delay by SUBCONTRACTOR in giving notice or presenting a proposal under this GC-18 shall be grounds for rejection of the claim if and to the extent CONTRACTOR is prejudiced by such delay. In no case shall a claim by SUBCONTRACTOR be considered if asserted after final payment under this subcontract.

18.5 SUBCONTRACTOR shall proceed diligently with performance of the Works and comply with any decision of CONTRACTOR, pending final resolution of any request for adjustment, dispute, claim, appeal, or action arising under this subcontract.

18.6 No amendments or modifications of any of the Subcontract Documents constituting this subcontract shall be valid unless evidenced in writing as a formal amendment, in a standard amendment format and signed by duly authorized signatories of the Parties. Changes to Subcontract Documents constituting this subcontract, which are required as part of the implementation of a Variation, shall be documented in a standard change order format to be agreed by the Parties and signed by duly authorized signatories of the Parties.

Each Variation may include:

(a) changes to the quantities of any item of work included in the subcontract (however, such changes do not necessarily constitute a Variation),

(b) changes to the quality and other characteristics of any item of work,

(c) changes to the levels, positions and/or dimensions of any part of the Works,

(d) omission of any work, including after a prolonged suspension under GC-24 of 84 consecutive days or 160 days in an 18 month period,

(e) any additional work, plant, materials or services necessary for the Works, or

(f) changes to the sequence or timing of the execution of the Works.

SUBCONTRACTOR shall not make any alteration and/or modification of the Works, unless and until CONTRACTOR instructs or approves a Variation.

If CONTRACTOR requests a proposal, prior to instructing a Variation, SUBCONTRACTOR shall respond in writing as soon as practicable and in any event within seven (7) days by submitting:

(a) a description of the proposed work to be performed and a programme for its execution,

(b) SUBCONTRACTOR's proposal for any necessary modifications to the Subcontract Schedule and to the Subcontract Milestone dates and to the amount payable under the subcontract; and

(c) SUBCONTRACTOR's proposal for evaluation of the Variation.

CONTRACTOR shall, as soon as practicable after receiving such proposal respond with approval, disapproval or comments. SUBCONTRACTOR shall not delay any work whilst awaiting a response.

Each instruction to execute a Variation, with any requirements for the recording of costs, shall be issued by CONTRACTOR to SUBCONTRACTOR, who shall acknowledge receipt.

If any Variation issued under this clause directly or indirectly causes an increase or decrease in SUBCONTRACTOR'S cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made and the contract modified by CONTRACTOR.

For work of a minor or incidental nature, the value of which is less than five thousand Euro (€5,000), CONTRACTOR may instruct that a Variation shall be executed on a daywork basis.

SUBCONTRACTOR shall submit quotations to CONTRACTOR with reasonable details regarding who will be carrying out the work and the work involved.

To the extent covered in Exhibit C – Unit Price Schedule, the work shall then be valued in accordance with the rates set out in Exhibit C – Unit Price Schedule. Otherwise, the works, including materials required for them, shall be valued according to the quotations and reasonable details provided by SUBCONTRACTOR.

All other modifications to this subcontract shall be by written Amendment signed by both parties.

GC-19 RECORDS AND AUDIT

SUBCONTRACTOR shall maintain records and accounts in connection with the performance of this subcontract that will (i) accurately document incurred costs, both direct and indirect, of whatever nature and (ii) are in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or with International Accounting Standards Committee (IASC) standards consistently applied, as applicable for a period of two (2) years from the expiration of SUBCONTRACTOR'S obligations under this subcontract or for such longer period as may be specified by applicable law. CONTRACTOR or their representatives shall have the right to examine and copy, at all reasonable times and with advance notification, such records and accounts for the purpose of verifying payments or requests for payment when costs are the basis of such payment and to evaluate the reasonableness of proposed subcontract price adjustments and claims.

GC-20 WARRANTY and STANDARD OF CARE

20.1 SUBCONTRACTOR represents that it will perform the Services in accordance with this subcontract and the standard of care in GC-1.1. In addition to all other rights and remedies which CONTRACTOR may have, SUBCONTRACTOR shall, at its expense, re-perform the Work to correct any defects and shall be liable, if and to the extent resulting from any defect, for the repair, replacement or re-instatement of any defective materials and equipment and re-performance of any non-conforming construction work for a period from commencement of the Work until twelve (12) months following Final Acceptance and for the periods of design liability required by applicable law. CONTRACTOR shall notify SUBCONTRACTOR in writing or in other appropriate way of any defects and shall approve the method and timing of corrections. CONTRACTOR shall also perform such tests as CONTRACTOR may require to verify that such corrective actions to its Work comply with the Subcontract. All costs incidental to such corrective action including, but not limited to, review, access, removal, retesting and re-inspection shall be borne by SUBCONTRACTOR. If SUBCONTRACTOR fails to take corrective action within a reasonable time, CONTRACTOR may perform the corrective measures by other reasonable means (including, but not limited to, the engagement of any third party to perform the corrective measures) and CONTRACTOR shall be entitled to back-charge SUBCONTRACTOR for, withhold from payments due to SUBCONTRACTOR, offset against other obligations, or collect as a debt due from SUBCONTRACTOR, any and all costs and expenses incurred in connection therewith.

20.2 Services and any resulting non-conforming construction services re-performed within twelve (12) months of Final Acceptance shall be subject to further re-performance, repair and replacement for twelve (12) months from the date of re-performance, not to exceed twenty-four months from Final Acceptance.

20.3 The total liability of SUBCONTRACTOR to CONTRACTOR under the subcontract shall be equal to the amount payable to SUBCONTRACTOR under and in connection with this subcontract if the amount so payable is less than 180,000.00 Euro.

20.4 The above limitation of liability shall not apply:

(a) in case of fraud, criminal conduct and/or wilful misconduct by SUBCONTRACTOR;

(b) where the relevant liability cannot be limited in accordance with applicable laws; and

(c) to SUBCONTRACTOR 's obligations under GC-22 and GC-23.

GC-21 BACKCHARGES

CONTRACTOR may, in addition to any other amounts to be retained hereunder, retain from any sums otherwise owing to SUBCONTRACTOR amounts sufficient to cover the full costs of any of the following:

1. SUBCONTRACTOR'S failure to comply with any provision of this subcontract or SUBCONTRACTOR'S acts or omissions in the performance of any part of this subcontract, including, but not limited to, violation of any applicable law, order, rule or regulation, including those regarding safety, hazardous materials or environmental requirements;

2. Correction of defective or nonconforming work by redesign, repair, rework, replacement or other appropriate means when SUBCONTRACTOR states, or by its actions indicates, that it is unable or unwilling to proceed with corrective action in a reasonable time; and/or

3. CONTRACTOR agrees to or is required to take action or perform work for SUBCONTRACTOR, such as cleanup, off-loading or completion of incomplete work.

CONTRACTOR may also backcharge SUBCONTRACTOR for work done or cost incurred to remedy these or any other SUBCONTRACTOR defaults, errors, omissions or failures to perform or observe any part of this subcontract. CONTRACTOR may, but shall not be required to, give SUBCONTRACTOR written notice before performing such actions or work or incurring such cost. Lack of written notice shall not impair CONTRACTOR'S right to proceed with the action or work under this or any other provision of this subcontract.

The cost of backcharge work shall include:

1. Incurred labor costs (manual and non-manual) including all payroll additives, travel and subsistence;

2. Incurred net delivered material costs;

3. Incurred lower-tier supplier and subcontractor costs directly related to performing the corrective action;

4. Equipment and tool rentals at prevailing rates in the Jobsite area; and

5. A factor of ten percent (10%) applied to the total of Items 1 through 4 for CONTRACTOR'S overhead, supervision, administrative and other indirect costs.

CONTRACTOR shall separately invoice or deduct and retain from payments otherwise due to SUBCONTRACTOR the costs as provided herein. CONTRACTOR'S right to backcharge is in addition to any and all other rights and remedies provided in this subcontract or by law. The performance of backcharge work by CONTRACTOR shall not relieve SUBCONTRACTOR of any of its responsibilities under this subcontract including but not limited to express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Subcontract Milestones of the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK".

GC-22 INDEMNITY

SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless

CONTRACTOR, and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions losses, damages, and expenses including attorney's fees, costs, expenses, and losses of whatsoever kind including property damage and injury to or death of any person, including employees of CONTRACTOR or SUBCONTRACTOR arising out of and/or in connection with the performance of this subcontract, if and to the extent caused or contributed to by reason of any breach of the subcontract, willful misconduct or negligence of SUBCONTRACTOR, its lower-tier subcontractors or of anyone acting under its direction or control.

GC-23 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

23.1 SUBCONTRACTOR hereby releases and shall indemnify, defend and hold harmless CONTRACTOR and its affiliates and their officers, directors, employees, successors, assigns and authorized representatives from and against any and all liabilities arising from any claims, actions, losses, damages, and expenses, including attorney's fees, whether rightful or otherwise, that any concept, design, process, copyrighted material or confidential information, or any part thereof, furnished by SUBCONTRACTOR under this subcontract constitutes an infringement of any patent, copyright or other intellectual property right, or a theft of trade secrets. If use of any part of such concept, design, process, copyrighted material or confidential information is limited or prohibited, SUBCONTRACTOR shall procure the necessary licenses to use the infringing or a modified but non-infringing concept, design, process, copyrighted material or confidential information or replace it with substantially equal but non-infringing concepts, designs, processes, copyrighted material or confidential information; provided, however,

(1) that any such substituted or modified concepts , designs, processes, copyrighted material or confidential information shall meet all the requirements and be subject to all the provisions of this subcontract, and

(2) that such replacement or modification shall not modify or relieve SUBCONTRACTOR of its obligations under this subcontract.

23.2 The foregoing obligation shall not apply to any concept, design, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by CONTRACTOR to SUBCONTRACTOR.

GC-24 RIGHT TO WORK TOOLS AND WORK PRODUCT

24.1 CONTRACTOR shall have, and SUBCONTRACTOR hereby grants CONTRACTOR, a permanent, assignable, non-exclusive, royalty-free sub-licensable license to use any concept, copyrighted material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software) and confidential information owned by SUBCONTRACTOR upon commencement of the Work under this subcontract and furnished or supplied to CONTRACTOR by SUBCONTRACTOR in the course of performance under this subcontract.

24.2 Under such license CONTRACTOR may copy or reproduce any and all documents and information furnished by SUBCONTRACTOR in connection with the subcontract and distribute such copies or reproductions to others as deemed appropriate by the licensees notwithstanding any proprietary legends or copyright notices to the contrary. SUBCONTRACTOR shall obtain necessary permission and releases from any third parties placing proprietary legends or copyright notices on such documents or information.

24.3 Subject to GC-24.4, any concept, copyrightable material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs and electronic software) or confidential information first developed, or produced or acquired by SUBCONTRACTOR or any of its employees or sub-contractors, or any of their employees, in the

performance of or otherwise in connection with this subcontract (collectively, "Work Product") shall to the extent not protected by third party patents or other third party intellectual property rights, be the property of CONTRACTOR upon creation, whether or not delivered to CONTRACTOR at the time of creation, and shall upon request by CONTRACTOR (but in no event later than final acceptance of the Services) be delivered to CONTRACTOR. Upon request by CONTRACTOR from time to time, SUBCONTRACTOR agrees to do all things reasonably necessary, at CONTRACTOR's expense and as CONTRACTOR directs, to obtain patents or copyrights on any portion of such Work Product, to the extent the same may be patentable or copyrightable. SUBCONTRACTOR further agrees to execute and deliver or cause to be executed and delivered such documents, including in particular instruments of assignment, as CONTRACTOR may in its discretion deem necessary or desirable to assign and transfer title to such Work Product as CONTRACTOR may direct and to carry out the provisions of this clause.

24.4 Nothing in this subcontract affects the intellectual property rights of either Party existing prior to the Effective Date, or requires the assignment or transfer of any proprietary business information, trade secrets, or know-how of the SUBCONTRACTOR.

GC-25 ASSIGNMENT AND SUBCONTRACTS

25.1 Any SUBCONTRACTOR assignment of this subcontract or rights hereunder, in whole or part, without the prior written consent of CONTRACTOR shall be void.

25.2 SUBCONTRACTOR shall not subcontract or form any association or cooperative arrangement with any third party for the performance of all or any portion of the Services without the prior written approval of CONTRACTOR. Purchase orders and subcontracts of any tier must include provisions to secure all rights and remedies of CONTRACTOR provided under this subcontract, and must impose upon the lower-tier associate, subcontractor and supplier all of the duties and obligations required to fulfill this subcontract.

25.3 Copies of all purchase orders and subcontracts are to be provided to CONTRACTOR upon request. Pricing may be deleted unless the compensation to be paid thereunder is reimbursable under this subcontract.

GC-26 SUSPENSION

26.1 CONTRACTOR may by written notice to SUBCONTRACTOR suspend the Work under this subcontract in whole or in part at any time. Upon receipt of such notice, SUBCONTRACTOR shall discontinue Work to the extent specified in the notice, continue to maintain the status of the Work; take any other steps to minimize costs associated with such suspension and provide CONTRACTOR with estimates of potential suspension costs. During the term of any suspension, no less often than bi-weekly, SUBCONTRACTOR shall keep CONTRACTOR informed of the costs of the suspension already incurred and the estimated costs of continuing the suspension. SUBCONTRACTOR shall provide any information reasonably requested by CONTRACTOR in relation to such costs.

26.2 Upon receipt of notice to resume suspended Work, SUBCONTRACTOR shall immediately resume performance under this subcontract to the extent required in the notice.

26.3 SUBCONTRACTOR shall, subject to GC-18.4, be entitled to an equitable adjustment to the compensation and/or time(s) for completion on account of any suspension under GC-26.1 if and to the extent that such suspension is not instructed as a result of any breach of the Subcontract, willful misconduct or negligence of SUBCONTRACTOR.

GC-27 TERMINATION

27.1 CONTRACTOR may by written notice to SUBCONTRACTOR terminate the Work under this subcontract in whole or in part at any time, either for CONTRACTOR's convenience or for the default of SUBCONTRACTOR. Upon such termination:

(1) all data, plans, specifications, reports, estimates, summaries, lower-tier purchase orders and subcontracts, completed Works and Works in progress, other information and materials as may have been accumulated by SUBCONTRACTOR in performing this subcontract including all Work Product shall be delivered to CONTRACTOR.

(2) SUBCONTRACTOR shall immediately leave the Jobsite and comply with any reasonable instructions included in CONTRACTOR's notice for the protection of life or property or for safety of the works or Project; and

(3) CONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works.

27.2 If the termination is for the convenience of CONTRACTOR, an equitable adjustment in the compensation to be paid to SUBCONTRACTOR shall be made based upon the cost for completed Works, Works in progress and the reasonable costs incurred, or to be incurred, by SUBCONTRACTOR, due to such termination. All amounts claimed by SUBCONTRACTOR in respect of such termination shall be actual proven costs, substantiated with an appropriate level of documentation. No amount shall be allowed for anticipated profit on unperformed Works., or for loss of income, loss of opportunity or other loss of profit.

27.3 SUBCONTRACTOR shall be deemed in default only where SUBCONTRACTOR: (i) breaches any provision of this Subcontract and fails to rectify any such breach within a period of twenty-eight (28) calendar days from a notice by CONTRACTOR to SUBCONTRACTOR stating the breach, (ii) becomes insolvent, (iii) becomes the subject of voluntary or involuntary bankruptcy proceedings, (iv) makes an admission of inability to pay debts as due, or (v) makes an assignment for the benefit of creditors without obtaining CONTRACTOR'S prior written consent. If the termination is attributable to the default of SUBCONTRACT, CONTRACTOR shall have the right to complete such Works by whatever method CONTRACTOR may deem expedient. SUBCONTRACTOR shall cooperate with CONTRACTOR and any others involved in completion of any remaining Works under this Subcontract. An equitable adjustment in the compensation shall be made based upon the cost for completed Works. No amount shall be allowed for Works in progress, termination costs or anticipated profit on unperformed Works. However, SUBCONTRACTOR (and any person, whether natural or legal, providing a bond or guarantee in relation to SUBCONTRACTOR's obligations hereunder) shall be liable for all costs reasonably and necessarily incurred in completion of the Works, including costs of administration of any purchase order or subcontract awarded to others for completion. Such costs may be deducted by CONTRACTOR from such monies as may be due or thereafter become due to SUBCONTRACTOR, or CONTRACTOR may recover such costs as a debt due from SUBCONTRACTOR to CONTRACTOR.

GC-28 FINAL INSPECTION AND ACCEPTANCE

When SUBCONTRACTOR considers the Work under this subcontract are, or any Milestone is, complete and ready for acceptance, SUBCONTRACTOR shall notify CONTRACTOR in writing. CONTRACTOR will conduct such reviews, inspections and tests as needed to satisfy CONTRACTOR that each Milestone, or upon completion, the Work conform to the subcontract requirements. CONTRACTOR will notify SUBCONTRACTOR of any nonconformance in writing and the provisions of GC-20 shall apply to the nonconformance as a defect. If the Work are accepted in Milestones such acceptance is partial pending

"Final Acceptance" of the Work as a whole. If all Work conform to the Subcontract requirements, CONTRACTOR shall issue a Certificate of Final Acceptance , which shall be final and conclusive with regard to determining completion of the Work except for fraud and CONTRACTOR's rights under GC-20, 22 and 23.

GC-29 NON-WAIVER

29.1 None of the following shall operate as, or be deemed to be, a waiver or release of SUBCONTRACTOR'S obligations under this subcontract:

(1) failure by CONTRACTOR to insist upon strict performance of any terms or conditions of this subcontract;

(2) failure or delay to exercise any rights or remedies provided herein or by applicable law;

(3) failure to properly notify SUBCONTRACTOR in the event of breach of any obligation;

(4) the acceptance of, or payment for, any Services hereunder;

(5) the review or failure to review SUBCONTRACTOR submissions;

(6) the inspection and test by CONTRACTOR or the failure to inspect and test the Services; and

(7) the termination either in whole or in part of the Services under this subcontract.

29.2 Any waiver by CONTRACTOR of its rights or remedies under this subcontract must be in writing to be effective.

29.3 The remedies provided to CONTRACTOR are not mutually exclusive and CONTRACTOR'S exercise of any remedy or remedies will not prevent CONTRACTOR from exercising any other remedy or remedies it has under the subcontract or at applicable law.

GC-30 SEVERABILITY

The provisions of this subcontract are severable. If any provision shall be determined to be illegal or unenforceable, such determination shall have no effect on any other provision hereof, and the remainder of the subcontract shall continue in full force and effect so that the purpose and intent of this subcontract shall still be met and satisfied.

GC-31 SURVIVAL

All terms, conditions and provisions of this subcontract, which by their nature are independent of the period of performance, shall survive the cancellation, termination, expiration, default or abandonment of this subcontract.

GC-32 GOVERNMENT RESTRICTED PARTIES AND COMMODITIES

32.1 SUBCONTRACTOR acknowledges that all applicable laws of any country of origin of commodities, software, technology or other regulated items shall apply to the exports of such commodities, software, technology or other regulated items under this subcontract. SUBCONTRACTOR also acknowledges that other applicable laws may restrict the use of certain parties in connection with this

subcontract. Such laws, rules and regulations are generally described below.

Restricted Parties Lists

The U.S. Government, foreign country governments and international organizations publish Restricted Parties Lists ("Lists") that identify parties (such as known or suspected terrorists, money launderers and drug traffickers) restricted from certain or all types of transactions. SUBCONTRACTOR shall review all applicable Lists prior to initiating transactions with any third party for the performance of all or any portion of the Work to ensure such third party is not identified on any applicable Lists. SUBCONTRACTOR shall not enter into any transactions with any third party identified on any applicable Lists.

Licensing Requirements

(a) General: Each country has export regulations that control commodities, software and technology for various reasons, such as national security, foreign policy, anti-terrorism, and to avoid the proliferation of conventional weapons of mass destruction, e.g. certain nuclear, chemical or biological agents. Numerous countries have export regulations that specifically address dual-use items, meaning commercial items with the potential to be applied to military and/or weapon proliferation uses. SUBCONTRACTOR shall ensure that all necessary export licenses are obtained, or license exceptions confirmed, prior to the export of any commodity, software or technology or other regulated item.

(b) United States of America (USA) Export Licensing Requirements:

SUBCONTRACTOR is solely responsible for obtaining any required USA export licenses for all commodities, software, and technology being supplied in the performance of the Work except for any commodity, software or technology supplied by CONTRACTOR. A copy of the export license, or rationale as to why a license is not required, shall be provided to CONTRACTOR upon request.

32.2 SUBCONTRACTOR shall be responsible for any delay resulting from SUBCONTRACTOR's failure to comply fully and timely with any such applicable laws described in GC-29.1 above.

32.3 SUBCONTRACTOR hereby agrees to indemnify, defend and hold harmless CONTRACTOR, its affiliates and their directors, officers, employees and representatives from and against any and all claims, legal or regulatory actions, final judgments, reasonable attorneys' fees, civil fines and any other losses which any of them may incur as a result of SUBCONTRACTOR's failure to comply with its obligations under this clause.

GC-33 STANDARDS OF CONDUCT

33.1 In relation to the bribery of public officials and private sector employees, SUBCONTRACTOR shall comply with all applicable national, federal, state and local laws, ordinances and regulations of the United States of America and of all other jurisdictions including without limitation, of the United States of America, Kosovo and of all other applicable jurisdictions, including without limitation, all provisions of the United States Foreign Corrupt Practices Act and any amendments thereto (the "Act"). In addition, SUBCONTRACTOR shall:

(1) Comply with the principles of the World Economic Forum's Partnering Against Corruption Principles for Countering Bribery ("PACI Principles") set out in the World Economic Forum's 2005 publication Partnering Against Corruption Principles for Countering Bribery;

(2) Comply with the Act, the PACI Principles and any other applicable laws regarding corruption, bribery and the like "the Legislation";

(3) advise each of its lower-tier subcontractors regarding the purposes and provisions of the Legislation;

(4) ensure their subcontractors at any tier also comply with the Legislation;

(5) refrain and ensure that their subcontractors and suppliers at any tier refrain from taking any action that would cause CONTRACTOR to be in violation of the Legislation.

33.2 SUBCONTRACTOR shall institute and maintain procedures to document compliance with its obligations under this Clause GC-33, which shall be available at all times for inspection by CONTRACTOR, or their designated representatives. CONTRACTOR will have the right to audit, at any time, all such procedures and relevant documents. SUBCONTRACTOR shall be required to promptly provide any and all information sought by CONTRACTOR for the purposes of such audits.

33.3 In addition, and without prejudice to any other provision of this Subcontract, SUBCONTRACTOR represents and warrants to CONTRACTOR that it has not paid any money, provided any other item of value, or rendered any other benefit, nor has it promised to do so, for the sake of procurement of this Subcontract. Any breach of this representation or any other portion of this GC-30 shall be a material breach of this Subcontract and shall entitle CONTRACTOR to terminate the Subcontract for default upon written notice, with immediate effect and without any cure period. Such termination shall proceed pursuant to the terms of GC-27 titled "TERMINATION". Additionally, any breach of this GC-30 by SUBCONTRACTOR shall entitle CONTRACTOR to withhold from any payments due to SUBCONTRACTOR the value of any payments made or benefits rendered by SUBCONTRACTOR, without prejudice to any other remedy available under applicable law, and any breach of this GC-33 by CONTRACTOR shall entitle SUBCONTRACTOR to immediately cease the performance of the Services and withhold the delivery of any deliverables without prejudice to any other remedy available under applicable law.

33.4 SUBCONTRACTOR shall immediately notify CONTRACTOR of any violation of this GC-33. SUBCONTRACTOR understands that any violation of this GC-33 could result in the termination of this subcontract and any other agreement between the Parties or any of their affiliated companies and CONTRACTOR or any of its affiliated companies.

33.5 SUBCONTRACTOR agrees to include this GC-33 in each of its lower-tier subcontracts and to require its lower-tier subcontractors to include this clause in their subcontracts.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Operation and Maintenance of Pile Crew

EXHIBIT "B" - SPECIAL CONDITIONS

SC	Title	Page
SC-1	DEFINITIONS	2
SC-2	INSURANCE	2
SC-3	CONTRACTOR-FURNISHED REQUIREMENTS	3
SC-4	SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES	4
SC-5	COMMENCEMENT, PROGRESS AND COMPLETION OF THE SERVICES	6
SC-6	SUBCONTRACT SCHEDULE	6
SC-7	SAFETY AND HEALTH REQUIREMENTS	7
SC-8	MEASUREMENT AND PAYMENT	8
SC-9	QUALITY ASSURANCE PROGRAM	10
SC-10	COMPONENT WARRANTIES	11
SC-11	NONDISCLOSURE	11
SC-12	APPLICABLE LAW	11
SC-13	RELEASE OF CONSEQUENTIAL DAMAGES	12
SC-14	MEASUREMENT SYSTEM	12
SC-15	PROGRESS REPORTS	12
SC-16	LANGUAGE REQUIREMENTS	12
SC-17	SUBCONTRACTOR MOBILIZATION/DEMOBILIZATION RESPONSIBILITIES	12
SC-18	SAFETY, HEALTH AND SECURITY	12
SC-19	QUALITY ASSURANCE PROGRAM	13
SC-20	DRUGS, ALCOHOL AND WEAPONS	13
SC-21	IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES	14
SC-22	THIRD PARTY RIGHTS	14
SC-23	SUBCONTRACTOR CLAIMS AND ARBITRATION	15

SC-1 DEFINITIONS

1.1 Contract means the contract entered into between CONTRACTOR and EMPLOYER in respect of the Project.

1.2 CONTRACTOR means the entity set out in the Subcontract Form of Agreement and all of their authorized representatives acting in their professional capacities, successors and permitted assigns.

1.3 EMPLOYER means the Ministry of Infrastructure of the Government of Kosovo and its authorized representatives and successors in interest, including without limitation the Engineer, if applicable.

1.4 Final Acceptance means acceptance in accordance with the provisions of GC-28.

1.5 Jobsite means the places provided by EMPLOYER where the permanent works for the Project are to be executed including storage and working areas and to which plant and materials are to be delivered and any other places as may be specified by EMPLOYER or CONTRACTOR as forming part of the Jobsite.

1.6 Milestone means each milestone for the performance of the Work as set out in Exhibit "C" - Quantities, Pricing and Data.

1.7 Milestone Date means the date for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.8 Milestone Price means the amount payable to SUBCONTRACTOR for completion of a Milestone as set out in Exhibit "C" - Quantities, Pricing and Data.

1.9 Project means the Route 6 Prishtine – Hani i Elezit motorway in the Republic of Kosovo.

1.10 Work means the works described in Exhibit "D" – Scope of Services and Technical Specifications (as well as any other services which are incidental thereto).

1.11 SUBCONTRACTOR means the entity set out in the Subcontract Form of Agreement, its authorized representatives acting in their professional capacity, successors, and permitted assigns.

1.12 Variation shall have the meaning given to it in GC-18.

SC-2 INSURANCE

2.1 SUBCONTRACTOR shall, at its expense, maintain in effect at all times during the performance of the Work insurance coverages with limits not less than those set forth below and with insurers and under forms of policies satisfactory to CONTRACTOR:

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

(2) Employers Liability Insurance of not less than €500,000.00

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

(3) Commercial General Liability Insurance for the SUBCONTRACTOR'S off-site activities written on an occurrence form with limits of liability for bodily injury, property damage and

personal injury of not less than €2,000,000.00 per occurrence.

To the extent coverage is afforded to SUBCONTRACTOR under this policy, such policy shall include CONTRACTOR, their subsidiaries and affiliates, and the officers, directors, and employees of the foregoing each as "Additional Insureds," but only with respect to liability arising out of operations for CONTRACTOR by or for the SUBCONTRACTOR. Such coverage shall be primary as respects any other insurance maintained by or for the Additional Insureds and shall include a separation of insureds clause. Such insurance shall be an occurrence policy form, not a claims made form, and shall contain an insurer's waiver of subrogation in favor of the Additional Insureds.

(4) Automobile Liability (Owned, hired and non-owned) with combined single limits of liability for bodily injury or property damage as required by law.

SUBCONTRACTOR'S Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.

This policy of insurance is a requirement only in the event the SUBCONTRACTOR will operate or have control of motor vehicles within the Republic of Kosovo.

2.2 The required limits of coverage (1) through (4) may be satisfied by a combination of a primary policy and an excess or umbrella policy.

2.3 Neither CONTRACTOR nor EMPLOYER is maintaining any insurance on behalf of SUBCONTRACTOR unless otherwise specifically set forth herein.

2.4 None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by SUBCONTRACTOR are intended to and shall not in any manner limit or qualify the liability and obligations assumed by SUBCONTRACTOR under this subcontract.

2.5 SUBCONTRACTOR shall deliver to CONTRACTOR no later than ten (10) calendar days after subcontract award, but in any event prior to commencing the Services or entering the Jobsite, "Certificates of Insurance" evidencing such coverage and limits of insurance are in full force and effect. Certificates shall be issued in a form acceptable to CONTRACTOR and provide not less than thirty (30) calendar days advance written notice will be given to CONTRACTOR prior to cancellation, termination or material alteration of such policies. Certificates shall identify on their face the project name and subcontract number. Delivery of the original and two (2) copies of the certificates and any notices of policy change shall be made to:

CONTRACTOR

Attention: Subcontractor Administrator
Reference: Subcontract No. 25939-ST1-SA-SSSC-00031

SC-3 CONTRACTOR-FURNISHED REQUIREMENTS

A. Utilities. The following will be furnished to SUBCONTRACTOR without cost at outlets existing on the Jobsite.

None

B. Facilities. The following will be furnished to SUBCONTRACTOR, subject to CONTRACTOR'S instructions and written approval for SUBCONTRACTOR use.

None

C. Permits. The following permits will, without cost, be furnished to SUBCONTRACTOR; however SUBCONTRACTOR shall, as necessary, provide CONTRACTOR and EMPLOYER with assistance in obtaining such permits.

None

D. Materials and Equipment. The following materials and/or equipment will be furnished SUBCONTRACTOR, at CONTRACTOR'S designated Jobsite warehouse or storage area, to be incorporated into or used in performance of the Work under this subcontract. Such items will be furnished without cost provided SUBCONTRACTOR shall, at its expense, accept delivery, load, unload, transport to points of use, care for such items until final disposition and upon completion of the Work return all surplus to CONTRACTOR'S designated Jobsite warehouse or storage area.

None – Except the ones stated in Exhibit C&D.

SC-4 SUBCONTRACTOR-FURNISHED DRAWINGS, DATA AND SAMPLES

CONTRACTOR review and permission to proceed does not constitute acceptance or approval of submittals including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by SUBCONTRACTOR and does not relieve SUBCONTRACTOR from full compliance with the subcontract requirements.

A. Drawings.

Where drawings are required for:

1. Fabrication of SUBCONTRACTOR-furnished equipment or materials,
2. Installing SUBCONTRACTOR-furnished equipment or materials, or
3. Planning and performance of the Work under this subcontract,

such drawings shall be submitted by and at the expense of SUBCONTRACTOR before fabrication, installation or performance, allowing at least fourteen (14) calendar days for review by CONTRACTOR unless otherwise shown on the Subcontract Schedule. The drawing submission sequence shall be established to provide all information for each drawing's complete review upon receipt.

Drawings of a specific piece of equipment shall identify components with the manufacturer's part number or reference drawing number and indicate design dimensions, maximum and minimum allowable operating tolerances on all major wear fits, e.g., fits between shafts or stems and seals.

SUBCONTRACTOR shall certify all submitted drawings to be correct, show the subcontract number and furnish two (2) reproducibles and four (4) copies of all drawings. CONTRACTOR will review SUBCONTRACTOR'S drawings and a reproducible drawing marked with one of the following codes will be returned to SUBCONTRACTOR.

Code	Notation
1.	Work may proceed.
2.	Revise and Resubmit. Work may proceed subject to resolution of indicated comments.

3. Revise and Resubmit. Work may not proceed.

4. Review not required. Work may proceed.

Although work may proceed on receipt of a drawing coded 2, SUBCONTRACTOR must resolve the comments indicated, resubmit and obtain a Code 1 before release for shipment or completion of the affected work.

B. Samples.

Where samples are required by CONTRACTOR, they shall be submitted by and at the expense of SUBCONTRACTOR not less than fourteen (14) calendar days prior to the time such materials are needed for incorporation into the Work. The materials represented by such samples shall not be manufactured, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

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

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

C. Certificates and Data.

Where certificates are required, four (4) copies of each certificate shall be submitted by and at the expense of SUBCONTRACTOR fourteen (14) calendar days prior to the time the materials requiring certification are needed for incorporation into the Work. The materials represented by such certificates shall not be fabricated, delivered to the Jobsite or incorporated into the Work without CONTRACTOR review.

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

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

D. As-Built Drawings and Specifications.

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

2. Final As-Builts. In addition to as-built drawings and specifications that may be required for construction turnover, SUBCONTRACTOR shall, prior to Final Acceptance and at its expense, furnish to CONTRACTOR a complete set of signed marked-up as-built reproducible drawings and specifications with AS-BUILT clearly printed on each sheet and on the specification cover. CONTRACTOR, without charge, will furnish SUBCONTRACTOR with reproducible drawings and specifications for mark-up by SUBCONTRACTOR. SUBCONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts to final as-built drawings and all annotations from progress as-builts to final as-built specifications.

3. Endorsement. SUBCONTRACTOR shall sign each final as-built drawing and the cover

of the as-built specifications and shall note thereon that the recording of deviations and annotations is complete and accurate.

E. Operation and Maintenance Manuals.

Prior to, and as a pre-condition of, Final Acceptance, SUBCONTRACTOR shall prepare, and submit to CONTRACTOR, operation and maintenance manuals for the parts of the Work specified by CONTRACTOR in sufficient detail for the EMPLOYER to operate, maintain, dismantle, reassemble, adjust and repair the Work.

SC-5 COMMENCEMENT, PROGRESS AND COMPLETION OF THE SERVICES

4.1 SUBCONTRACTOR shall carry out the Work with due diligence and without delay, furnish sufficient personnel, equipment, and facilities and work such hours required to ensure completion of the Milestones by Milestone Dates or at such other time or in such order as directed in writing by CONTRACTOR.

4.2 SUBCONTRACTOR shall, from time to time, be required to provide to CONTRACTOR for approval an original and/or subsequently updated programme showing all activities and sequence of operations needed for the orderly performance and completion of the Work in accordance with the Milestone Dates or at such other time or in such order as directed by CONTRACTOR. SUBCONTRACTOR shall comply with the order of performance of the Work and the Milestones, or such other times and/or order of performance as directed in writing by CONTRACTOR.

4.3 Noncompliance with the order of performance of the Work and the Milestones and/or with CONTRACTOR's written directions in respect of the timing and/or order of priority of Milestones shall be grounds for termination for SUBCONTRACTOR default pursuant to GC-27.

SC-6 SUBCONTRACT SCHEDULE

SUBCONTRACTOR shall, within fourteen (14) calendar days of subcontract award and before the first progress payment is made, submit to CONTRACTOR for its written approval a detailed Subcontract Schedule in the format directed by CONTRACTOR, meeting the dates established in the Special Condition titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK". The Subcontract Schedule shall show all essential construction activities and sequence of operations needed for the orderly performance and completion of the Work and any separable parts thereof.

The Subcontract Schedule shall be complete in all respects and shall summarize equipment procurement and installation requirements and include a personnel forecast by craft by activity. In addition SUBCONTRACTOR shall submit a complementary narrative description of SUBCONTRACTOR'S plan for performing the Work to meet the Subcontract Schedule.

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

Throughout performance of the Work, SUBCONTRACTOR shall participate in progress and coordination meetings as required by CONTRACTOR and shall submit, whenever required by CONTRACTOR, details of the arrangements and methods which SUBCONTRACTOR proposes to adopt for the execution of the Work and shall submit periodic progress reports to CONTRACTOR on the actual progress, to include the following:

1. Monthly A copy of the Subcontract Schedule showing actual progress to date for the

major parts of the Work, as compared to planned progress;

2. Monthly A job hour comparison by craft and non-manual of actual versus planned staffing;

3. Weekly A three-week look-ahead personnel forecast by craft. Variation from approved schedules and plans shall be noted and rationalized;

4. 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;

5. Weekly A weekly report of quantities installed versus total quantities on items of the Work selected by CONTRACTOR;

6. Weekly A weekly report of labor productivity comparing actual versus planned job hours on items of the Work selected by CONTRACTOR. Variation from approved schedules and plans shall be noted and rationalized;

7. Daily A daily force report listing all personnel by craft and non-manual and work assignment; and

8. Daily A daily plant and equipment and materials report showing the construction facilities and plant and equipment and materials utilized in the Work and the name of the manufacturer and manufacture location.

Schedules and reports shall be furnished in hardcopy and/or electronic files as specified by CONTRACTOR.

SC-7 SAFETY AND HEALTH REQUIREMENTS

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.

Within thirty (30) calendar days after subcontract award and prior to commencing work at the Jobsite, SUBCONTRACTOR shall submit a written Safety and Health (S&H) Plan to CONTRACTOR for review and approval.

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

1. All applicable laws, ordinances, statutes, rules, regulations, codes and standards 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; and

3. The "SAFETY AND HEALTH STANDARDS" set forth in Appendix B-1 titled "SAFETY AND HEALTH STANDARDS", as well as CONTRACTOR'S and EMPLOYER'S S&H Plan, including revisions thereto. If SUBCONTRACTOR considers any such revision to be a change affecting cost or schedule, the provisions of the General Condition titled "VARIATIONS" shall apply.

To the extent allowed by law, SUBCONTRACTOR shall assume all responsibility and liability with respect to all matters regarding the safety and health of its employees and the employees of SUBCONTRACTOR'S suppliers and subcontractors of any tier, with respect to the Work.

SUBCONTRACTOR'S failure to correct any unsafe condition for which SUBCONTRACTOR is responsible or any unsafe act committed by SUBCONTRACTOR, its employees, its suppliers or subcontractors of any tier shall 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.

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". 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.
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 and as set forth in the Appendix B-1.

SUBCONTRACTOR shall maintain accident and injury records as required by applicable laws and regulations. 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.

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.

SUBCONTRACTOR shall assign a Safety Representative acceptable to CONTRACTOR. Such representative may, with CONTRACTOR'S written approval, perform other duties. SUBCONTRACTOR'S designated Safety Representative shall be physically located at the Jobsite; respond to CONTRACTOR'S safety concerns and requirements; have authority for correcting unsafe conditions or acts by SUBCONTRACTOR, its employees, and employees of SUBCONTRACTOR'S suppliers or subcontractors of any tier; and coordinate with other Jobsite contractors and subcontractors on safety matters required for the Work.

SC-8 MEASUREMENT AND PAYMENT

The Prices (VAT excluded) set out in Exhibit "C" are firm all inclusive prices and not subject to escalation. Payment according to these prices shall constitute full payment for performance of the corresponding to Work undertaken and cover all costs of whatever nature incurred by SUBCONTRACTOR in executing the Work in accordance with the provisions of this subcontract. All prices are in Euro and all payments shall be in the same currency.

PREREQUISITES FOR PAYMENT

No payment shall be made prior to the receipt by CONTRACTOR from SUBCONTRACTOR of the following:

1. Insurance Certificate(s);

2. Agreement of Health and Safety Plan;

3. Company Registration Documentation;

4. List of Employees for the month worked;

PAYMENT

SUBCONTRACTOR shall prepare a monthly payment application, which is a written statement of the amount and value of work satisfactorily performed by SUBCONTRACTOR up to the 22nd day of each month. This payment application shall be submitted for CONTRACTOR'S approval and 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 into the Work.

The quantity of work to be paid for under any item for which price is fixed shall be progress percentage of CONTRACTOR approved units of work satisfactorily completed in accordance with provisions of the SUBCONTRACT including the specified units of measure. Payment for items will be made on the basis defined in Exhibit D.

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.

CONTRACTOR shall review and certify the amount of SUBCONTRACTOR'S payment application that is payable under the Subcontract and shall return a copy of such application to SUBCONTRACTOR, indicating the amount certified fro payment.

SUBCONTRACTOR shall then prepare and submit an invoice in an amount equal to the amount of its payment application that has been certified for payment along with the following documents:

- a copy of the certified payment application.
- list of employees for the month who worked on the project.

SUBCONTRACTOR shall submit all invoices, in form and format directed by CONTRACTOR, in original and one (1) copy to:

Mail Address

BECHTEL ENKA - GP

Pejton "Mujo Ulqinaku" 5/9, 4th Floor
Prishtina, Kosovo

Attention: Subcontracts Administrator

Reference: Subcontract No. 25939-ST1-SA-SSSC-00031

SUBCONTRACTOR shall certify in each invoice that there are no known outstanding mechanic's or material-men's liens and that all due and payable bills have been paid or are included in the application for payment. SUBCONTRACTOR shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the Work under this subcontract as a condition precedent to any payment by CONTRACTOR. CONTRACTOR may require SUBCONTRACTOR to submit

satisfactory evidence of payment and release of all such claims. If there is any evidence of any such unpaid claim, CONTRACTOR may withhold any payment until SUBCONTRACTOR has furnished such evidence of payment and release and SUBCONTRACTOR shall indemnify and defend CONTRACTOR and EMPLOYER against any liability or loss arising from any such claim.

Subject to the receipt by CONTRACTOR of such amounts from EMPLOYER under the Contract and the receipt from SUBCONTRACTOR of the Prerequisites for Payment, CONTRACTOR shall, in accordance with the provisions of this subcontract, within forty (40) calendar days after receipt of a correct invoice, pay SUBCONTRACTOR ninety five percent (95%) of the approved invoice amount retaining the balance (Retainage) pending Final Acceptance of the Work or as otherwise specified below.

Failure to specify the full subcontract number or to submit full supporting documentation may be cause for invoice rejection or delay in payment.

No payment 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 for which payment has been made, whether or not the same has been incorporated in the Work, and title to all completed work whether paid for or not, shall vest in CONTRACTOR, or EMPLOYER as the case may be, and in any case shall not be part of SUBCONTRACTOR'S property or estate 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 this subcontract is terminated.

CONTRACTOR shall reduce the value of the Retainage to two and a half percent (2.5%) of the final subcontract value until expiration of the warranties provided under the General Condition titled "WARRANTY". However, upon CONTRACTOR'S written approval all Retainage may be paid and an acceptable security substituted for this requirement.

SC-9 QUALITY ASSURANCE PROGRAM

Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for approval by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

1. Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

2. Project-specific Quality Assurance/Quality Control Plan.

The Project-specific Quality Assurance Plan/Quality Control shall 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.

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.

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.

The plan shall be updated as necessary throughout the subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

SUBCONTRACTOR shall comply with the approved updated (from time to time) plan.

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 Program are found.

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 SUBCONTACTOR 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 and EMPLOYER to develop and implement any such recovery plan shall be to the account of SUBCONTRACTOR.

CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including suppliers and subcontractors of any tier, at any stage of the Work.

SC-10 COMPONENT WARRANTIES

In addition to the General Condition titled "WARRANTY" SUBCONTRACTOR shall obtain or provide, for the benefit of CONTRACTOR and EMPLOYER and their successors in interest, warranties or guarantees for the equipment, materials and work furnished by suppliers and subcontractors of any tier. Such warranties or guarantees are to run for the period set forth in the applicable specification of this subcontract or, when not specified, that period customarily provided by the supplier. SUBCONTRACTOR shall use its best efforts to enforce such lower-tier warranties or guarantees on its own behalf or, if requested by CONTRACTOR or EMPLOYER, on behalf of CONTRACTOR or EMPLOYER. SUBCONTRACTOR shall provide warranty documentation by Final Acceptance or as otherwise required by this subcontract.

SC-11 NONDISCLOSURE

6.1 SUBCONTRACTOR agrees not to divulge to third parties, without the written consent of CONTRACTOR, any information obtained from or through CONTRACTOR or EMPLOYER in connection with the performance of this subcontract, except to the extent necessary to comply with applicable laws. Third Parties do not include the EMPLOYER.

6.2 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. Third Parties do not include the EMPLOYER.

6.3 If so requested by CONTRACTOR, SUBCONTRACTOR further agrees to require its employees to execute a nondisclosure agreement prior to performing any services under this subcontract.

SC-12 APPLICABLE LAW

This subcontract shall be governed by and construed in accordance with English law

SC-13 RELEASE OF CONSEQUENTIAL DAMAGES

8.1 Notwithstanding any other provision of this subcontract and to the maximum extent permitted by applicable law, neither party shall be liable to the other party whether as result of breach of this subcontract, in tort (including negligence) or otherwise, for loss of use of any works, loss of profit, loss of any contract, loss of revenue, cost of capital and/or financing, down time costs, loss of opportunity, loss of goodwill (in relation to each of which whether direct or indirect) or for any indirect or consequential loss or damage which may be suffered by the other party in connection with this subcontract.

8.2 SUBCONTRACTOR, to the maximum extent permitted by applicable law, releases CONTRACTOR from the types of damages described in SC-8.1.

SC-14 MEASUREMENT SYSTEM

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

SC-15 PROGRESS REPORTS

On a monthly basis or as requested at any time by CONTRACTOR, SUBCONTRACTOR shall provide to CONTRACTOR a concise summary report indicating status of each Milestone, job hours expended by Milestone, deliverables achieved and identifying any issues that SUBCONTRACTOR believes may impact the cost or schedule of the Services.

SC-16 LANGUAGE REQUIREMENTS

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 by CONTRACTOR. All translation services, to include the physical presence of qualified translators in both office and field, necessary for all written or oral communications shall be provided by SUBCONTRACTOR. The governing language shall be the English language.

SC-17 SUBCONTRACTOR MOBILIZATION/DEMOBILIZATION RESPONSIBILITIES

Except as otherwise stated, SUBCONTRACTOR shall arrange and provide for mobilization / demobilization of its equipment and personnel, including but not limited to provisions for temporary facilities, customs clearance and customs claims, work permits and applicable licenses, and for immigration and emigration of all personnel.

SC-18 SAFETY, HEALTH AND SECURITY

13.1 SUBCONTRACTOR shall at all times conduct all operations under this subcontract in a manner to avoid the risk of endangerment to health, bodily harm to persons and damage to property. SUBCONTRACTOR shall comply with CONTRACTOR's health and safety plans and procedures, site rules and all other CONTRACTOR health and safety requirements. SUBCONTRACTOR shall, in accordance with SUBCONTRACTOR'S established practices, have sole responsibility for implementing its safety and health program, taking all safety and health precautions necessary and continuously checking its performance, equipment, and materials to discover, determine and correct any conditions which might result in any of the aforementioned risks.

SUBCONTRACTOR shall furnish all safety equipment and instructions required for the Services and shall maintain and furnish accident, injury and all other records required by applicable laws and regulations or by CONTRACTOR.

13.2 SUBCONTRACTOR shall comply with CONTRACTOR's Jobsite security requirements and at all times conduct its Services 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, material, work or other property.

13.3 If CONTRACTOR has received from EMPLOYER a guarantee that access to site area is safe, particularly considering mines risk, it shall provide a copy of such guarantee to SUBCONTRACTOR.

SC-19 QUALITY ASSURANCE PROGRAM

14.1 Within thirty (30) calendar days after subcontract award, SUBCONTRACTOR shall submit a Quality Assurance Program for review by CONTRACTOR, consisting of the following documents or their CONTRACTOR determined equivalent:

(1) Valid ISO Certification or Quality Assurance Manual setting out SUBCONTRACTOR'S corporate quality management system.

(2) Project-specific Quality Assurance/Quality Control Plan.

14.2 The Project-specific Quality Assurance Plan/Quality Control shall address all activities relevant to the Services and shall demonstrate how all services performed by SUBCONTRACTOR will conform to the applicable quality and subcontract requirements.

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

14.4 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 Services. 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.

14.5 The plan shall be updated as necessary throughout this subcontract to reflect any changes to SUBCONTRACTOR'S documented quality system.

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

14.7 CONTRACTOR reserves the right to perform Quality Assurance Audits of SUBCONTRACTOR'S approved Quality Assurance Program, including lower-tier sub-contractors, associates, and suppliers at any stage of the Services.

SC-20 DRUGS, ALCOHOL AND WEAPONS

SUBCONTRACTOR'S personnel shall not bring onto the Jobsite, or any other location where the provisions of this subcontract apply, any firearm of any nature, a knife with 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.

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 provisions of this subcontract apply, the following:

1. Alcoholic beverages of any nature, except where expressly authorized by CONTRACTOR, and then only for consumption 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.

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-21 IMPORTATION OF EQUIPMENT, MATERIALS AND SERVICES

SUBCONTRACTOR shall import into the Republic of Kosovo all equipment, materials and services not locally available and required for the performance of the Work, subject to provisions (if any) 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.

SUBCONTRACTOR shall be responsible for all clearances, fees, charges and requirements of whatsoever nature for the importation of such equipment, materials and services.

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.

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

SUBCONTRACTOR shall provide only equipment and materials for which channels of supply and supplier representatives have been established in or are readily available within the 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).

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.

SC-22 THIRD PARTY RIGHTS

No provision of this subcontract is intended to or does confer upon any third party any benefit or right within the meaning of the Contracts (Rights of Third Parties) Act 1999.

SC-23 SUBCONTRACTOR CLAIMS AND ARBITRATION

If SUBCONTRACTOR considers himself to be entitled to any extension of time and/or any additional payment, under any clause of this subcontract, SUBCONTRACTOR shall give notice to CONTRACTOR, describing the event or circumstance giving rise to the claim. The notice shall be given as soon as practicable and not later than 14 days after SUBCONTRACTOR became aware of the event or circumstance.

If SUBCONTRACTOR fails to give notice of a claim within such period of 14 days, the SUBCONTRACTOR shall not be entitled to any extension of time or additional payment, and CONTRACTOR shall be discharged from all liability in connection with the claim. Otherwise, the following provisions of this Clause shall apply.

SUBCONTRACTOR shall also submit any other notices which are required by this subcontract, and supporting particulars for the claim, all as relevant to such event or circumstance.

SUBCONTRACTOR shall keep such contemporary records as may be necessary to substantiate any claim, either on the Jobsite or at another location acceptable to CONTRACTOR. CONTRACTOR may, after receiving any notice under this clause, monitor the record-keeping and/or instruct SUBCONTRACTOR to keep further contemporary records. SUBCONTRACTOR shall permit CONTRACTOR to inspect all these records, and shall (if instructed) submit copies to CONTRACTOR.

As soon as practicable after SUBCONTRACTOR became aware of the event or circumstance giving rise to the claim, or within such other period as may be proposed by SUBCONTRACTOR and approved by CONTRACTOR, SUBCONTRACTOR shall send to CONTRACTOR a fully detailed claim which includes full supporting particulars of the basis of the claim and of the extension of time and/or additional payment claimed. If the event or circumstance giving rise to the claim has a continuing effect:

(a) this fully detailed claim shall be considered as interim;

(b) SUBCONTRACTOR shall send further interim claims at monthly intervals, giving the accumulated delay and/or amount claimed, and such further particulars as CONTRACTOR may reasonably require; and

(c) SUBCONTRACTOR shall send a final claim as soon as practicable after the end of the effects resulting from the event or circumstance, or within such other period as may be proposed by SUBCONTRACTOR and approved by the CONTRACTOR.

Within 60 days after receiving a claim or any further particulars supporting a previous claim, or within such other period as may be proposed by CONTRACTOR and approved by SUBCONTRACTOR, CONTRACTOR shall respond with approval, or with disapproval and detailed comments. He may also request any necessary further particulars, but shall nevertheless give his response on the principles of the claim within the above defined time period.

Within the above defined period of 60 days (or other period of time), CONTRACTOR shall determine (i) the extension of time (if any) and/or (ii) the additional payment (if any) to which SUBCONTRACTOR is entitled under this subcontract.

The requirements of this Sub-Clause are in addition to those of any other clause which may apply to a claim. If SUBCONTRACTOR fails to comply with this or another clause in relation to any claim that is not excluded under this clause, any extension of time and/or additional payment shall take account of the extent (if any) to which the failure has prevented or prejudiced proper investigation of the claim.

If a dispute or difference arises between the parties and it is not settled amicably, the dispute shall be finally settled by international arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three. Each Party shall appoint one arbitrator and the arbitrators so appointed shall agree upon the identity of the third arbitrator. Where

the Party appointed arbitrators cannot agree on the identity of the third arbitrator, the third arbitrator shall be appointed by the President of the International Chamber of Commerce. The substantive laws of England and Wales shall be applicable. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be in Paris, France.

The arbitrators shall have full power to open up, review and revise any certificate, determination, instruction, opinion or valuation of the CONTRACTOR. Nothing shall disqualify representatives of the parties from being called as a witness and giving evidence before the arbitrators on any matter whatsoever relevant to the dispute.

Arbitration may be commenced prior to or after completion of the Works. The obligations of the parties and CONTRACTOR shall not be altered by reason of any arbitration being conducted during the progress of the Works.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

EXHIBIT "B" – SPECIAL CONDITIONS APPENDIX B-1

SAFETY AND HEALTH (S&H) STANDARDS

TABLE OF CONTENTS

SECTION I – 100 SERIES

Item	Description	Page
1.0	Safety & Health (S&H) Policy - Zero Accident Philosophy	2
2.0	Responsibilities	2
3.0	Orientation & Training	5
4.0	Medical Services, Treatment, Reporting & Records	6
5.0	Safe Task/Job Analysis	6
6.0	Zero Injury Team	7
7.0	Reporting/Investigating Incidents & Accidents	7
8.0	Behavior Observation Process	7
9.0	Back Injury Prevention Program	7
10.0	S&H Assessments	7
11.0	Regulatory Agency Inspections	8
12.0	SUBCONTRACTOR Training for Process Safety Management	8

SECTION II – 200 SERIES

Item	Description	Page
13.0	Tools & Equipment	8
14.0	Hazard Communication	8
15.0	Emergencies & Evacuations	9
16.0	Bloodborne Pathogens	9
17.0	Personal Protective Equipment	9
18.0	Respiratory Protection	10
19.0	Hearing Conservation Program	11
20.0	Air Surveillance Program	11
21.0	Construction Non-Destructive Testing	11
22.0	Heat & Cold Stress Prevention	12
23.0	House Keeping	12
24.0	Fire Prevention & Protection	12
25.0	Fall Prevention/Protection	14
26.0	Scaffolding	15
27.0	Barricades & Signs	15
28.0	Floor & Wall Openings	16
29.0	Excavations & Trenching	16
30.0	Vessels and Confined Spaces	17
31.0	Lock out/Tag out Procedure	17
32.0	Portable Ladders - Control & Inspection	17
33.0	Cranes & Material Handling	18
34.0	Suspended Personnel Platforms	18
35.0	Articulating Boom Platforms	19
36.0	Compressed Gas Cylinders	19
37.0	Electrical Equipment Inspection/ Assured Grounding/GFCI	19
38.0	Vehicle Operations	20
39.0	Night Work Requirements	20
40.0	Fork Lifts & Power Industrial Trucks	20

1.0 Safety & Health (S&H) Policy - Zero Accident Philosophy

1.1 SUBCONTRACTOR shall have a written Safety and Health (S&H) Policy which demonstrates an understanding that S&H concepts must be closely integrated into the total business process and are an integral part of the business strategy just as cost, schedule and quality are. The S&H Policy must be formally communicated to, and fully understood by, all levels of the SUBCONTRACTOR organization.

1.2 SUBCONTRACTOR'S S&H Policy shall:

1.2.1 State that adequate resources will be provided to apply the best known principles and techniques of loss prevention and performance measurement.

1.2.2 Require that SUBCONTRACTOR'S site managers and all supervisors clearly communicate SUBCONTRACTOR'S S&H expectations at all Project meetings and by way of their actions demonstrate a personal commitment to follow the S&H Policy at all times.

1.3 CONTRACTOR has adopted a "Zero Accident" philosophy that all work related accidents, incidents, injuries and illnesses are preventable, and which promotes:

1.3.1 The immediate identification and elimination of unsafe work practices and conditions in the work place.

1.3.2 A heightened awareness of individual responsibility and increased supervisory attention to detail.

1.3.3 Elimination of human error as a source of accidents, irrespective of rank or position in the organization.

1.3.4 Building a team safety mentality where each worker contributes to the effort and each supervisor is fully aware of the capabilities and limitations of their team.

1.3.5 A culture in which everyone accepts responsibility and accountability for their own and each co-worker's safety and health.

1.4 SUBCONTRACTOR shall adopt CONTRACTOR'S "Zero Accident" philosophy in performance of the Work under this subcontract, ensuring it is communicated to and fully understood by all levels of SUBCONTRACTOR'S organization. In its promotion of this philosophy, SUBCONTRACTOR shall incorporate methods and strategies to eliminate work related accidents, incidents, injuries and illnesses.

2.0 Responsibilities

2.1 SUBCONTRACTOR shall adopt and proceed in accordance with CONTRACTOR'S and/or OWNER'S Project S&H Plan and its implementing plans and procedures and, if directed by CONTRACTOR, provide additional supporting S&H plans and procedures.

2.1.1 SUBCONTRACTOR shall flow all Project S&H requirements to lower tier suppliers, subcontractors, and visitors and acknowledges it is responsible for the performance of its visitors and suppliers and subcontractors of every tier.

2.2 SUBCONTRACTOR shall require that management/supervisory actions demonstrate that cost, schedule, and quality concerns do not prevail over S&H Project requirements.

2.3 SUBCONTRACTOR shall delineate manager and supervisor roles and responsibilities, delegate

to them sufficient authority and control to effectively implement the S&H process, and establish a system which holds them accountable for S&H implementation.

2.4 SUBCONTRACTOR'S managers and supervisors shall be familiar with and enforce S&H rules, regulations, and laws and document all actions taken to ensure compliance with the S&H Plan to include work area audits and associated corrected actions.

2.5 SUBCONTRACTOR'S site manager shall support, promote, and participate in a CONTRACTOR Zero Accident/Incident Management Team. SUBCONTRACTOR shall also make available a number of hourly employees, agreed to by CONTRACTOR, to participate in Project S&H teams.

2.6 SUBCONTRACTOR'S site management shall attend and clearly communicate SUBCONTRACTOR'S S&H expectations at all employee S&H Orientations.

2.7 SUBCONTRACTOR site management, managers, and supervisors shall participate in scheduled, documented S&H assessments to be conducted by CONTRACTOR. SUBCONTRACTOR shall also conduct and document its self-assessments.

2.8 SUBCONTRACTOR'S managers and supervisors shall provide documented, positive reinforcement and recognition for safe behaviour and participate in a project behaviour based safety process.

2.9 SUBCONTRACTOR'S managers and supervisors shall attend, actively participate in, and consistently demonstrate strong leadership at weekly Toolbox Safety Meetings.

2.10 SUBCONTRACTOR'S managers and supervisors shall actively participate in documented pre-job planning activities. Specifically, Job Hazard Analysis' (JHA) and employee pre-task planning sessions known as Safe Task And Risk Reduction Talks (STARRT.).

2.10.1 JHA is used to identify, analyse, understand and mitigate potential hazards associated with repetitive or potentially hazardous work operations.

2.10.2 STARRT is a pre-task planning tool to be used by all supervisors, which allows the employees of a work group to review a task before starting work.

2.11 SUBCONTRACTOR'S S&H Representative shall actively participate in:

- the Project behaviour-based safety process and S&H orientation process,
- and/or provide specialised S&H training, such as confined space, fire watch, elevated work platforms, etc.

2.12 SUBCONTRACTOR shall inform all its Project personnel of potential hazardous conditions and/or near miss incidents and shall document such communications.

2.13 Before beginning any work, SUBCONTRACTOR shall require all lower tier suppliers and subcontractors to submit a written S&H Plan specific to their scope of work. SUBCONTRACTOR shall review and accept all such plans for compliance with CONTRACTOR and regulatory requirements.

2.14 SUBCONTRACTOR shall employ S&H Representative(s) acceptable to CONTRACTOR and when appropriate, such S&H Representative(s) shall be resident on the Project for all SUBCONTRACTOR work activities.

2.15 SUBCONTRACTOR shall:

- Require all supervisors attend a weekly Supervisor S&H Meeting held by CONTRACTOR,
- Participate in work area audits and root cause investigations,
- Have current copies of applicable codes and standards readily available,
- Conform to the Project Drug and Alcohol Program and/or requirements,
- Attend and participate in weekly Toolbox Safety meetings, and
- Complete, file and make available to CONTRACTOR weekly Toolbox Safety Meeting minutes.

2.16 SUBCONTRACTOR shall stop work if unknown or unanticipated hazards or work conditions evolve which place employees at risk or necessitate greater precautions than currently exist or are required in the Project S&H Plan. SUBCONTRACTOR shall immediately report all such incidents to CONTRACTOR.

2.17 SUBCONTRACTOR shall ensure that employees who engage in horse play, fighting, and gambling: who possess firearms; or who possess or use alcohol or unauthorized drugs will be removed from the Project/Jobsite.

2.18 SUBCONTRACTOR shall ensure that all of its personnel are required to wear clothing appropriate for the work being performed.

3.0 Orientation & Training

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

3.2 Before any SUBCONTRACTOR employees are placed on any worksite, Project required training shall be provided and verified by comprehension testing. Documentation of training and comprehension testing shall be maintained and made available to CONTRACTOR.

3.3 SUBCONTRACTOR shall update training materials to reflect changes in applicable laws, regulations or Project requirements.

3.4 SUBCONTRACTOR shall provide and require employees to attend specialized training applicable to their work (e.g. confined space, benzene, fire watch, etc).

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

3.6 All SUBCONTRACTOR employees shall attend their company specific New Employee Orientation, in addition to CONTRACTOR'S New Employee Orientation. SUBCONTRACTOR shall have a tracking system in place to ensure all employees attend the New Employee Orientations.

3.7 SUBCONTRACTOR shall have a system to clearly identify new employees for their initial thirty (30) days in the field (e.g. stickers, coloured hard hats, etc.).

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

4.0 Medical Services, Treatment, Reporting & Records

4.1 SUBCONTRACTOR shall maintain clean and orderly first aid treatment facilities and all emergency equipment shall be inspected daily to ensure effective operation.

4.2 Proper sterilization methods and materials shall be used and provision made for proper disposal of hazardous medical wastes, including a "sharps" container for the secure disposal of used needles and similar medical items.

4.3 SUBCONTRACTOR site personnel who provide medical treatment shall be properly trained and qualified, with a copy of their current certifications maintained on site.

4.4 SUBCONTRACTOR shall ensure injured employees are referred to qualified industrial/occupational medical providers if offsite treatment is needed and provide or obtain transportation for such offsite medical treatment.

4.5 The status of SUBCONTRACTOR employees injured on the Project and returned for modified duty shall be documented by the treating medical practitioner and reported to the CONTRACTOR S&H Supervisor.

4.6 SUBCONTRACTOR shall maintain and file its own workers' compensation or insurance claims forms as applicable and all medical records and reports shall be kept confidential.

4.7 When required by the nature of SUBCONTRACTOR'S medical responsibilities, SUBCONTRACTOR shall identify a panel of physicians it deems acceptable for rendering treatment for work related injuries and illnesses and a certified physician to function as its Medical Director. The Medical Director shall provide SUBCONTRACTOR with written medical directives/protocols that will be followed by all SUBCONTRACTOR medical personnel. Protocols shall be updated at least annually.

4.8 SUBCONTRACTOR'S S&H Representative shall review all return-to-work orders.

4.9 SUBCONTRACTOR medical records shall be maintained up-to-date. A weekly and monthly Injury/Illness and Hours Worked report shall be submitted to the CONTRACTOR S&H Supervisor on a form supplied by CONTRACTOR.

4.10 SUBCONTRACTOR shall develop a method for tracking the status of injuries and shall produce and provide to CONTRACTOR a weekly S&H Performance Report with that information. SUBCONTRACTOR shall distribute this report to its supervisory personnel and discuss the contents during safety meetings. SUBCONTRACTOR shall take measures to counter unsatisfactory trends and accurately document such efforts.

5.0 Safe Task/Job Analysis

5.1 SUBCONTRACTOR shall use CONTRACTOR'S Job Hazard Analysis system (JHA) and its employee pre-task planning process known as Safety Task And Risk Reduction Talks (STARRT) or, with CONTRACTOR review and acceptance, SUBCONTRACTOR equivalent systems.

5.2 JHA is used to describe work steps and identify, analyze, understand and mitigate hazards associated with repetitive or hazardous work operations. The JHA format will be provided by CONTRACTOR and completed by SUBCONTRACTOR.

5.3 The STARRT process is used at the beginning of every shift and prior to beginning any new task. Supervisors, with participation of the entire crew, identify potential hazards prior to starting work.

5.4 Supervisors shall ensure that their employees understand the purpose of, and participate in the

JHA and STARRT processes and shall use them as primary planning and lessons learned tools.

6.0 Zero Injury Team

6.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Zero Accident/Incident Teams (ZAT/ZIT) or, with CONTRACTOR review and acceptance, a SUBCONTRACTOR equivalent system.

6.2 Monthly Team meetings shall be held to focus on specific problems, work assignments, concerns arising from the observation process, audit and inspection reports, and negative injury trends, etc.

7.0 Reporting/Investigating Incidents & Accidents

7.1 SUBCONTRACTOR'S New Employee Orientation shall explain employee responsibility for reporting injury, illness, property damage and near miss incidents. SUBCONTRACTOR shall promptly report such information to CONTRACTOR and, unless otherwise directed, investigate, document and initiate corrective action. SUBCONTRACTOR'S written incident/accident investigation records shall be maintained in a format acceptable to CONTRACTOR with an initial copy provided within 24 hours of each occurrence.

7.2 SUBCONTRACTOR, if required, shall develop a written Notification and Investigation Procedure acceptable to CONTRACTOR. SUBCONTRACTOR'S S&H Representative shall oversee the investigation of all incident and accident cases and reports. Information derived from such reports shall be issued as lessons learned to all employees on the Project.

7.3 SUBCONTRACTOR shall ensure that no information pertaining to the investigation of any incident or accident is distributed or transmitted to third parties without first obtaining written approval from CONTRACTOR.

8.0 Behaviour Observation Process

8.1 SUBCONTRACTOR shall participate in CONTRACTOR'S Safe Behaviour Observation Process during which observation data is collected and provided to CONTRACTOR for the identification of unsafe trends and development of appropriate remedial action. SUBCONTRACTOR observation team members shall be chosen from personnel exhibiting natural leadership ability.

8.2 SUBCONTRACTOR management personnel and supervisors shall be trained in behaviour based safety concepts and methodology, safety behaviour reinforcement, and the safety observation process.

9.0 Back Injury Prevention Program

9.1 SUBCONTRACTOR shall establish a Back Injury Prevention Program acceptable to CONTRACTOR. A back injury prevention program shall consist of morning stretching, continuing education, possibly the use of back support belts, etc. and shall apply to all employees.

9.2 The back injury prevention program shall be an integral part of SUBCONTRACTOR'S New Employee Orientation. Back injury prevention awareness training shall be conducted at least once per month.

10.0 S & H Assessments

10.1 SUBCONTRACTOR shall establish a documented assessment process acceptable to CONTRACTOR, which measures compliance with the Project S&H Plan and procedures and SUBCONTRACTOR'S own S&H processes and use this information to enhance safety awareness and improve overall safety performance.

10.2 CONTRACTOR will perform periodic S&H Project assessments. SUBCONTRACTOR shall provide CONTRACTOR with timely, complete and open access to its safety process, files, records, etc., and participate in these assessments as requested.

11.0 Regulatory Agency Inspections

11.1 SUBCONTRACTOR shall ensure its personnel know and comply with the procedures established for any type of government inspection and immediately notify the CONTRACTOR S&H Supervisor when a regulatory agency inspector requests Jobsite entry.

11.2 Following any regulatory agency inspection, SUBCONTRACTOR shall submit a written report to the CONTRACTOR S&H Supervisor which details all aspects of the inspection.

12.0 SUBCONTRACTOR Training for Process Safety Management

12.1 When directed by CONTRACTOR, SUBCONTRACTOR shall develop a Project specific Process Safety Management (PSM) Plan; ensure that affected employees and visitors receive PSM training; and participate in the investigation of PSM incidents.

12.2.1 Within the U.S., SUBCONTRACTOR shall have a written PSM Plan that complies with OSHA General Industrial Standard 1910.119.

SECTION II – 200 SERIES

13.0 Tools & Equipment

13.1 SUBCONTRACTOR shall ensure that all tools and equipment are used and maintained in accordance with manufacturer recommendations, have required guards in place, and are in good working order. Job-made or modified tools of any kind shall not be used, without CONTRACTOR'S written approval.

13.2 SUBCONTRACTOR shall only permit properly trained and certified employees to use powder-actuated tools and control access to powder-actuated charges. Documentation of relevant employee training and the use and disposal of charges shall be maintained and made available to CONTRACTOR. Each cartridge shall be accounted for and properly stored. No live or spent cartridges shall be left on the ground or disposed of in Project trashcans or other unauthorized on or off-site container.

13.3 SUBCONTRACTOR will ensure that excess flow valves are installed on air manifolds and compressors supplying air to >1/2 inch (or equivalent metric) ID hoses.

13.4 SUBCONTRACTOR shall ensure that work is performed only in areas and at times where adequate illumination exists. SUBCONTRACTOR shall provide all lighting required to safely perform work. Artificial lighting equipment shall be manufactured to a recognized international standard acceptable to CONTRACTOR.

14.0 Hazard Communication

14.1 SUBCONTRACTOR shall have a written Hazard Communication Plan and, as required, implementing procedures describing the method it will use to communicate the hazards associated with chemical handling, use, storage and disposal. The plan shall be submitted and acceptable to CONTRACTOR prior to beginning work and shall comply with the Project Construction Environmental Control Plan.

14.2 SUBCONTRACTOR shall seek approval from CONTRACTOR for chemicals to be brought onto

any work site and make available to CONTRACTOR Material Safety Data Sheets (MSDS) for each hazardous material purchased and/or carried onto a worksite. Materials that arrive without an MSDS shall be quarantined and not released until the MSDS is received on site and the material is approved for use by CONTRACTOR. SUBCONTRACTOR shall maintain a list of hazardous materials on site and the quantities of each.

14.3 SUBCONTRACTOR shall ensure that employees are trained in the recognition, proper handling and use of hazardous substances. However, specific hazardous material training shall be provided for employees whose work involves the use of a hazardous material. Records of such training shall be maintained and made available to CONTRACTOR.

14.4 SUBCONTRACTOR shall properly label all hazardous substances and/or chemicals that have been transferred from the manufacturer's container into another container. Inspections shall be made and documented by the SUBCONTRACTOR to ensure that adequate labeling occurs.

15.0 Emergencies & Evacuations

15.1 SUBCONTRACTOR shall have an Emergency Response Plan and provide all emergency equipment and supplies needed to support the Work and each worksite. The plan will address emergency evacuation, medical emergencies, natural disasters, etc. The plan shall include emergency alarm systems, assembly and evacuation points, an employee head count process, and provisions for employee training before entering the Jobsite and any specific worksite. Periodic tests and drills shall be conducted as required.

15.2 SUBCONTRACTOR shall ensure that Emergency Response Plan requirements are clearly communicated to its Project personnel. Such communication and employee comprehension and participation shall be documented.

16.0 Bloodborne Pathogens

16.1 SUBCONTRACTOR shall adopt and submit an adequate Exposure Control Plan addressing an acceptable Bloodborne Pathogens Program.

16.2 SUBCONTRACTOR employees who are exposed to bloodborne pathogens shall be properly trained regarding their responsibilities, required control measures, and personal safety. Proper personal protective equipment shall be used when exposure hazards exist. Each SUBCONTRACTOR employee whose job duties puts them at risk of exposure (i.e. medic, nurse, first aid person, etc.) shall be offered vaccinations and documentation of the vaccination or declination shall be maintained and made available to CONTRACTOR.

16.3 SUBCONTRACTOR shall provide all its employees with a general overview on the hazards associated with bloodborne pathogens, possible means of exposure, and proper control methods.

16.4 Provisions shall be made for proper disposal of hazardous medical wastes and a sign posted in the treatment area warning of biohazards. A "sharps" container acceptable to CONTRACTOR shall be maintained in the first aid area for the secure disposal of used needles and similar medical waste. Proper sterilization methods and materials shall be used.

17.0 Personal Protective Equipment

17.1 SUBCONTRACTOR shall require employees to wear eye protection equipped with hard side shields (safety glasses) manufactured to an international standard acceptable to CONTRACTOR. This applies to prescription eyewear as well. SUBCONTRACTOR shall monitor the eye protection worn by its employees and take immediate corrective actions when non-compliance occurs.

17.2 Employees performing grinding and buffing operations shall wear face shields and safety glasses

or mono goggles. During welding, welders shall wear safety glasses and hardhat/welding hood combinations manufactured to an international standard acceptable to CONTRACTOR. Welding screens shall be used to protect other employees from the hazards associated with direct welding arc rays.

17.3 SUBCONTRACTOR employees with field responsibilities shall wear sturdy work shoes or boots acceptable to CONTRACTOR.

17.4 SUBCONTRACTOR shall provide its employees with life jackets when working over or near open water and shall require their use. SUBCONTRACTOR supplied life rings, rope and a rescue vessel acceptable to CONTRACTOR shall be in place when a drowning threat exists.

17.5 SUBCONTRACTOR employees who handle chemicals or harmful substances shall be trained and shall wear appropriate personal protective equipment per the chemical manufacturer's recommendations.

17.6 Hardhats manufactured to an international standard acceptable to CONTRACTOR shall be worn with the brim forward at all times when in the field. Company and employee name shall be conspicuously displayed.

17.7 SUBCONTRACTOR shall:

17.7.1 Require all employees to wear long pants and a suitable shirt, with no less than 4" or 10 cm sleeves, as the minimum Project work clothing.

17.7.2 Provide and require the use of hearing protection, manufactured to an international standard acceptable to CONTRACTOR, whenever a hearing hazard exists.

17.7.3 Make available adequate hand and arm protection, manufactured to an international standard acceptable to CONTRACTOR, to all manual labor. The type of protection worn shall be selected according to the hazard to be protected against.

17.7.4 Require the use of appropriate safety harnesses and lanyard systems, manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of work from unprotected heights and/or work in spaces where their extraction in an emergency situation would be facilitated by the use of such equipment (e.g., confined spaces).

17.7.5 Provide and require the use of appropriate electrical protection equipment (e.g., rubber gloves, sleeves, blankets, etc.), manufactured to an international standard acceptable to CONTRACTOR, to all persons who are exposed to any situation in which there is a possibility of exposure to energized electrical equipment.

17.7.6 Ensure that all personal protective equipment is inspected at regular intervals, and tested in accordance to manufacturer's guidance, and conform to international standards.

18.0 Respiratory Protection

18.1 SUBCONTRACTOR shall provide and require the use of appropriate respiratory protective equipment, manufactured to an international standard acceptable to CONTRACTOR, whenever a respiratory system hazard exists.

18.2 SUBCONTRACTOR shall have an acceptable Respiratory Equipment Procedure. The procedure shall name a qualified supervisor responsible for its enforcement, set requirements for the use, care and sanitation of respiratory equipment, and establish a program to train its personnel in use, storage, maintenance, inspection, and cleaning of respiratory equipment.

18.3 SUBCONTRACTOR supervisors shall notify CONTRACTOR'S S&H Supervisor before starting any work that requires employees to wear respiratory protection.

18.4 Provisions shall be made for employees who wear corrective lenses and are required to wear full-face respiratory protection. These provisions shall include rotation from such respiratory protection work and eyeglass inserts or special lenses, as/if required.

18.5 Training shall be provided on the inspection, use, sanitary care, and limitations of respiratory equipment. The records of such training shall be maintained by SUBCONTRACTOR and made available to CONTRACTOR.

18.6 A competent person shall be trained and designated by SUBCONTRACTOR to store, maintain, inspect, and clean respiratory equipment.

19.0 Hearing Conservation Program

19.1 SUBCONTRACTOR shall have an acceptable Hearing Conservation Procedure. The procedure shall include noise surveys, engineering controls, the procurement and use of low noise equipment when possible, posting of signs and warnings for areas found to require hearing protection, and training on hearing protection devices used on the Project.

19.2 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall provide equipment for sampling and monitoring noise levels. This equipment shall be calibrated before and after use and all measurements documented and made available to CONTRACTOR.

19.3 SUBCONTRACTOR shall ensure that employees who are exposed to noise at or above an 8-hour TWA of 85dBA receive the required annual training.

20.0 Air Surveillance Program

20.1 SUBCONTRACTOR shall identify work activities which could lead to potentially hazardous atmospheric conditions caused or created by SUBCONTRACTOR or lower-tier supplier or subcontractor activities, for example the operation of fuelled equipment inside an enclosed area, welding, the use of hazardous or toxic materials, etc. Additionally, SUBCONTRACTOR shall monitor and institute mitigating steps to prevent exposure to such conditions.

20.2 SUBCONTRACTOR shall provide equipment adequate for aerial sampling and monitoring and develop an Air Surveillance Procedure covering sampling, monitoring, and identification of source contaminants. Such equipment shall be operated only by qualified personnel and it shall be calibrated pre and post use per manufacturer protocol. Surveillance logs, records and results shall be maintained and made available to CONTRACTOR.

21.0 Construction Non-Destructive Testing

21.1 Radiography work shall be performed under a CONTRACTOR issued "Permit for Radiography" and only by subcontractors possessing the proper licenses and certificates. CONTRACTOR shall approve each such activity prior to its commencement.

21.2 If SUBCONTRACTOR uses lower-tier subcontractors for the purpose of nondestructive testing, it shall ensure such lower-tier subcontractors have the required permits and licenses, which shall be made available to CONTRACTOR. Any laboratory used to analyze samples shall also be acceptable to CONTRACTOR.

21.3 SUBCONTRACTOR shall submit a Radiography/Non-Destructive Testing Safety Procedure to CONTRACTOR for review and acceptance prior to any such work taking place.

21.4 Perimeter areas around radiographic work shall be properly barricaded and posted with appropriate warning signs and SUBCONTRACTOR shall conduct perimeter surveys whenever radiography is in progress.

21.5 SUBCONTRACTOR shall instruct employees on the potential for radioactive hazards during radiography and the precautions to be followed in the event of an emergency.

21.6 SUBCONTRACTOR shall inspect the work area and when satisfied that risks have been controlled, will sign the Permit to Work indicating full understanding of all precautions to be observed prior to commencement of radiography.

21.7 SUBCONTRACTOR must carry an identification card, as required by the project, showing the individual's classification level and the type of non-destructive testing discipline for which the SUBCONTRACTOR is qualified.

22.0 Heat & Cold Stress Prevention

22.1 SUBCONTRACTOR shall have an acceptable operating and emergency procedures for heat and/or cold stress.

22.2 SUBCONTRACTOR shall ensure that all field employees, especially front line supervisors, are trained on the warning signs/symptoms of early heat or cold related disorders, and instructed on the clothing and work methods best suited to avoid heat and/or cold stress. Stay times shall be developed to reduce the possibility of heat or cold related disorders.

22.3 SUBCONTRACTOR shall provide an immediately accessible, adequate, and sanitary potable water supply during all periods of the day and have available electrolyte replacement drinks or tablets during seasons of the year when heat stress may occur.

23.0 House Keeping

23.1 SUBCONTRACTOR eating and sanitary facilities (either shared or SUBCONTRACTOR controlled) shall be maintained in a clean and sanitary condition at all times.

23.2 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall, at all worksites, provide clean, potable drinking water for its employees in a safe, hygienic manner. "Community" or common use cups shall not be used.

23.3 Unless specified elsewhere in the subcontract, SUBCONTRACTOR shall provide and maintain its own sanitary toilet facilities for its employees. The daily facilities cleaning, and maintenance, and method and location of waste disposal shall be to a high standard acceptable to CONTRACTOR.

23.4 SUBCONTRACTOR shall ensure that any instances of poor housekeeping resulting in the creation of a tripping, slipping, fire hazard or loss are corrected immediately.

23.5 SUBCONTRACTOR shall ensure that its assigned office areas are clean and regularly maintained. Laboratories and workshops shall be maintained clear of debris, waste and other rubbish, which shall be disposed of in accordance with manufacturer guidelines and the Project's waste management procedure/plan.

24.0 Fire Prevention & Protection

24.1 SUBCONTRACTOR shall have an acceptable Fire Protection and Prevention Plan specific to the scope of work under this subcontract.

24.2 SUBCONTRACTOR shall provide all fire protection and prevention equipment necessary for its operations, including, but not limited to fire hose, nozzles, extinguishers, etc. SUBCONTRACTOR shall provide an adequate number of fire extinguishers of the correct size and type for its work activities. Extinguishers shall be maintained per manufacturer's recommendations, inspected monthly, and tested annually. SUBCONTRACTOR shall train employees in the proper use of fire extinguishers.

24.3 SUBCONTRACTOR shall include in its Fire Protection and Prevention Plan a plan to ensure that fire protection equipment is placed and maintained in proper locations as work progresses.

24.4 SUBCONTRACTOR shall monitor its work and office areas to ensure that all doors, stairwells, aisles and means of egress are kept clear and unobstructed at all times.

24.5 SUBCONTRACTOR shall ensure all exits are clearly marked and adequately lighted, and that all emergency lights remain functional.

24.6 SUBCONTRACTOR shall have an acceptable Flammable and Combustible Material Storage Procedure setting out the requirements for the handling, storage, and use of flammable and combustible liquids, and shall ensure they are stored properly, dispensed in safety cans manufactured to an international standard acceptable to CONTRACTOR, and areas designated for these activities are maintained in an orderly fashion. All hazardous areas shall be posted with appropriate signs and access shall be controlled.

24.7 Where temporary welding enclosures are required, SUBCONTRACTOR shall ensure that these enclosures are constructed with flame resistant materials (such as fire blanket).

24.8 SUBCONTRACTOR shall instruct its employees in regards to the facility/Project smoking policy and monitor to ensure that posted "no-smoking" zones are observed.

24.9 SUBCONTRACTOR office areas shall be monitored to reduce and control storage and loading of combustible materials. Material shall be well arranged and aisles maintained open and clear of obstructions. Stored material shall be kept away from heat sources and the use of extension cords minimized. Fire hydrants and fire lanes shall be kept clear and unobstructed and a minimum of 18 inches or 1/2 meter of free space shall be maintained around sprinkler heads when working in facilities with sprinkler systems.

24.10 SUBCONTRACTOR shall ensure that combustible waste containers are kept covered and emptied regularly; storage closets are maintained in an orderly condition and not used to store hazardous or toxic chemicals; and equipment rooms, cable trays and raceways are free of combustible material, debris, or trash.

24.11 SUBCONTRACTOR shall protect its personnel against welding and cutting hazards, ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding, and address fire concerns including fire watches where necessary.

24.12 SUBCONTRACTOR shall have a Cutting, Welding and Grinding Procedure for the maintenance and inspection of welding, grinding, or cutting equipment and ensure that the procedure is implemented and maintained.

24.13 SUBCONTRACTOR shall ensure that employees are trained in and comply with the requirements for proper fire prevention and equipment use when welding or cutting. Fire prevention and fire precautions training will be given to all Supervisors, Foremen, Fire Watches, Authorized Hot Work Permit Applicants, Security personnel, Stores personnel and selected employees. For hot work operations, SUBCONTRACTOR shall ensure that all inspections required by the Hot Work Permit are carried out as per Permit requirements. The SUBCONTRACTOR shall use the Project Hot Work Permit as specified in the S&H Execution Plan.

24.14 Unless otherwise specified by CONTRACTOR, SUBCONTRACTOR shall not permit open fires on the Jobsite.

25.0 Fall Prevention/Protection

25.1 SUBCONTRACTOR shall have an acceptable Fall Prevention/Protection Procedure that makes maximum use of primary fall protection systems, such as scaffolds, aerial lifts, personnel hoists, etc.

25.2 SUBCONTRACTOR shall evaluate all overhead work for fall exposures and shall pre-plan and install required fall protection systems prior to assigning the work to employees.

25.3 SUBCONTRACTOR shall require the inspection of fall protection equipment prior to each use. Defective equipment shall be removed from service and destroyed.

25.4 SUBCONTRACTOR shall make maximum use of primary fall prevention systems such as scaffolds, aerials lifts, personnel hoists, etc. These systems shall be equipped with complete working/walking surfaces free of floor openings, with standard guardrail systems in place and a safe means of access.

25.5 SUBCONTRACTOR shall adopt a 100% fall protection policy that makes provision for secondary fall protection (full-body harness) for all employees who are working or travelling more than 6 feet or 2 meters above ground. All fall protection devices shall be manufactured and used in accordance with a recognized international standard acceptable to CONTRACTOR. NOTE: Approved full-body safety harnesses are to be used for employee fall protection where primary fall prevention systems are inadequate and fall exposures exist.

25.6 Where lifeline systems are used, anchor points shall be capable of supporting at least 5,000 pounds or 2275 kg. Lifelines shall be installed and maintained by qualified persons who are competent and possess the rigging knowledge necessary to ensure the integrity and safety factors necessary for lifeline system installation. Lanyards shall be secured to vertical lifelines by rope grabs only. Knots, painters-hitches, or loops are not acceptable. Horizontal lifelines shall have tie-off points at least waist high.

25.7 SUBCONTRACTORS using retractable lifeline devices shall secure them by means acceptable to CONTRACTOR and in all cases by a means capable of supporting at least 5000 pounds or 2275 kg.

25.8 SUBCONTRACTOR shall require employees to wear an approved safety harness/lanyard system if they work from ladders where the fall exposure is less than 6 feet or 2 meters, and they are unable to maintain 3-point contact.

25.9 In situations where a fall could result in impalement or other injury (i.e. working over a hot process, operating equipment), SUBCONTRACTOR shall ensure that fall protection equipment is utilized regardless of the potential falling distance.

25.10 SUBCONTRACTOR shall ensure that vertical impaling objects such as rebar will have the ends capped with an article such as a block of 2 X 4 inch (5 X 10 cm) wood, rebar cap, or other item which adequately covers the impaling end of the object.

25.11 SUBCONTRACTOR shall ensure that personnel travelling from one location to another in elevated positions utilize auxiliary fall protection equipment, such as static lines, perimeter guards, or other suitable means.

25.12 SUBCONTRACTOR shall ensure that a competent person inspects personal Fall Protection

equipment at least every three months.

26.0 Scaffolding

26.1 SUBCONTRACTOR shall have an acceptable Scaffolding Procedure and use scaffold material acceptable to CONTRACTOR.

26.2 Scaffold platforms shall be fully planked or decked out, capable of supporting 4 times the maximum intended load, and all sides protected by a standard guardrail system. The top rail shall be approximately 42 inches or 110 cm from the platform. A mid-rail and 4 inch or 10 cm toe-board shall be installed.

26.3 SUBCONTRACTOR erected scaffolds where employees are working/passing below shall have planking or netting installed from the platform to the top rail.

26.4 SUBCONTRACTOR shall adopt or develop a scaffold tagging system compatible with the CONTRACTOR three-tag system. CONTRACTOR uses a red tag to indicate scaffolds under construction or demolition, yellow to indicate scaffolds that are complete but have hazards associated with them, and green to indicate scaffolds erected to a complete, safe standard. SUBCONTRACTOR may duplicate the CONTRACTOR system.

26.5 SUBCONTRACTOR shall provide safe access/egress to all levels of scaffolds. Scaffold platform accesses shall be protected to prevent the possibility of accidental fall through utilizing secured access gates.

26.6 SUBCONTRACTOR shall erect or modify scaffolds under the direction of a trained, competent scaffold builder whose resume and qualifications have been reviewed and accepted by CONTRACTOR. This scaffold builder shall sign all scaffold tags and perform and document inspections before initial use, including initial use following alteration, and daily thereafter.

26.7 SUBCONTRACTOR must have a qualified, professional engineer design all special scaffolds, two point suspension scaffolds, and all scaffolds over 125 feet or 38 meters in height.

26.8 SUBCONTRACTOR shall provide scaffold user training to all employees, shall verify employee comprehension by testing and shall maintain training and testing records which will be made available to CONTRACTOR.

27.0 Barricades & Signs

27.1 SUBCONTRACTOR is responsible for erecting and maintaining barricades and barriers in a manner that provides adequate protection and does not, without prior CONTRACTOR approval, impede the work of other subcontractors.

27.2 Barricades and barriers erected by SUBCONTRACTOR shall have appropriate signs and tags indicating the nature of the hazard and the responsible supervisor, i.e., yellow and black for "CAUTION" or red and black for "DANGER." Barricades left after dark on or in close proximity to roadways shall be properly equipped with flashing amber lights.

27.3 Barrier devices, including barrier tape, shall not be used as a substitute for a barricade as they do not offer adequate fall protection. Barrier devices shall be used only in those applications where temporary identification of a hazard is needed; but not as a primary.

27.4 SUBCONTRACTOR shall ensure that employees understand and comply with barricade and barrier procedures (i.e. prohibited entry into red barrier taped areas).

27.5 Where hazards are expected to exist for more than 24 hours (e.g., excavations),

SUBCONTRACTOR shall ensure that a physical barricade is erected using wooden or metal guardrails. A tag or sign shall be attached or posted to indicate the hazard, the supervisor responsible for the area, and other pertinent warnings.

27.6 SUBCONTRACTOR shall ensure that barricades are complete (i.e., the work area is entirely isolated and identified). The barricaded area will be of sufficient size to afford appropriate protection.

27.7 As appropriate for the scope of work, SUBCONTRACTOR shall ensure that required safety signs are posted (e.g., prohibition signs, warning signs, mandatory action signs, fire safety signs, etc).

27.8 SUBCONTRACTOR shall ensure that all emergency exits, passageways, fire doors, first aid stations, eye wash stations and emergency muster points in the assigned work areas are highlighted with safety condition signs. Warning signs shall be erected and displayed for fire hazards, electrical equipment, openings, overhead working, noisy areas, utilities, overhead power lines, and other hazards.

28.0 Floor & Wall Openings

28.1 SUBCONTRACTOR shall review the fall hazards involved in its scope of work and construct standard handrail systems where required. Handrails shall be constructed with the top rail 42 inches or 110 cm from the floor or platform level and shall have a mid-rail and toe-board. Toe-boards shall extend 4 inches or 10 cm above the floor or platform level.

28.2 SUBCONTRACTOR shall install vertical support posts for handrails at intervals of not more than 8 feet or 2.5 meters.

28.3 SUBCONTRACTOR shall barricade all floor openings, or install properly labelled and substantial covers (3/4 inch, or equivalent metric, exterior grade plywood able to withstand at least twice the anticipated load). All floor-opening covers shall be stencilled or painted with this statement: "OPEN HOLE - DANGER, DO NOT REMOVE".

28.4 SUBCONTRACTOR shall ensure that anyone working inside of a barricaded area around a floor opening or wall opening is required to wear and use a safety harness.

28.5 If a floor hole, a floor opening, or a wall cover needs to be removed for a short period of time, SUBCONTRACTOR shall ensure that an employee is assigned to guard the area involved to keep personnel away from it. If a cover has to be removed for an extended period of time, a substantial guardrail must be erected around the opening.

29.0 Excavations & Trenching

29.1 SUBCONTRACTOR shall not commence any excavation or trenching work unless under the supervision of a competent person qualified to classify soils and not until they have obtained permission and complied with the conditions of all required approval and permit authorities. Permits shall be kept on file and available to CONTRACTOR.

29.2 SUBCONTRACTOR shall have an engineered drawing for reference showing the location of all underground services and/or utilities and will make all required notifications prior to commencing any excavation.

29.3 Spoil material shall be kept at least 3 feet or 1 meter away from the excavation edge and where trenches or excavations will exceed 4 feet or 1.5 meters in depth, the SUBCONTRACTOR shall use protective systems acceptable to CONTRACTOR. No more than 25 feet or 7 meters of lateral travel shall be required in any trench to reach a ladder. Warning signs and barricades shall be installed in a manner that prevents accidental entry into the trenched or excavated area and all

trenches and excavations shall be inspected daily.

30.0 Vessels & Confined Spaces

30.1 SUBCONTRACTOR shall have a Confined Space Procedure acceptable to CONTRACTOR which requires all confined space work be performed only under a SUBCONTRACTOR issued, logged, and numbered permit. SUBCONTRACTOR is responsible for air evaluation, monitoring in confined spaces, and training all employees in associated hazards. At a minimum, in newly constructed confined spaces with little hazard of airborne contamination, monitoring for oxygen and explosive gasses shall be conducted. Monitoring equipment shall be provided by the SUBCONTRACTOR, calibrated to manufacturer recommendations and all calibration documented. All employees conducting air monitoring shall have proper, documented training. All calibration and training records shall be made available to CONTRACTOR.

30.2 SUBCONTRACTOR shall review its work areas and ensure confined spaces have been identified and marked accordingly. CONTRACTOR shall examine each confined space before initial entry to evaluate the specific hazards and SUBCONTRACTOR'S safety precautions.

30.3 Prior to each entry into a confined space SUBCONTRACTOR shall ensure:

30.3.1 The permit conditions are fully complied with and the permit is conspicuously posted at the confined space and all entrants sign a log upon entering (and exiting) the confined space,

30.3.2 Proper ventilation equipment is in operation,

30.3.3 All electrical service is low voltage or GFCI protected,

30.3.4 Adequate access/egress from the confined space is provided,

30.3.5 A task specific rescue plan has been developed and reviewed with all involved employees, and

30.3.6 All external sources of atmospheric contamination are isolated.

30.4 SUBCONTRACTOR shall have safety watch personnel (confined space attendants) in place, an emergency rescue team available, and inform all employees how to summon assistance.

30.5 When Hot Work is required in a confined space, SUBCONTRACTOR shall ensure that no source of ignition is introduced into a confined space until appropriate control measures are implemented and test results verify that dangerous air contamination and/or flammable and/or explosive substances do not exist within the confined space.

31.0 Lock out/Tag out Procedure

31.1 SUBCONTRACTOR shall strictly comply with CONTRACTOR'S lock-out/tag-out requirements and procedure and instruct and test its employees in lock-out/ tag-out requirements.

32.0 Portable Ladders - Control & Inspection

32.1 SUBCONTRACTOR shall use ladders constructed of wood or fiberglass (not metal) with non-slip feet and only wooden ladders treated with preservative.

32.2 SUBCONTRACTOR will erect ladders so that access/egress areas are unobstructed.

32.3 SUBCONTRACTOR shall have an acceptable Ladder Inspection Procedure for the documented

quarterly inspection of ladders. To achieve this, an identification method (i.e. company name and number) and means to indicate inspection status (i.e. tape) shall be developed.

32.4 SUBCONTRACTOR will use ladders for egress and/or to conduct low level work of short duration and will not use ladders in lieu of scaffolds as a primary means of conducting work of longer duration.

32.5 SUBCONTRACTOR shall ensure that two or more people will not work from the same ladder unless it is specifically designed for two people.

32.6 SUBCONTRACTOR shall ensure that side rails of all ladders that are in use extend 36 inches (91.4 cm) above the landing (when this is not practical, grab rails shall be installed). SUBCONTRACTOR shall ensure that ladders in use are tied, blocked or otherwise secured to prevent displacement.

32.7 SUBCONTRACTOR shall ensure that straight ladders are no longer than 20 feet (6 meters), extension ladders are no longer than 36 feet (11 meters), and stepladders and platform ladders are no longer than 12 feet (3.7 meters), as determined by the front rail.

33.0 Cranes & Material Handling

33.1 SUBCONTRACTOR shall inspect and maintain rigging and lifting equipment, monitor all lifts to ensure acceptable lifting practices are followed, and designate a qualified supervisor to determine the methods and develop plans for all rigging operations.

33.2 SUBCONTRACTORS performing lifts in excess of 10 tons shall submit a lifting plan to CONTRACTOR for review and acceptance prior to performing the lift. If the lift is over 50 tons or classified as critical (exceeding 90% of the crane capacity chart, a two-crane lift, any lift over operating or occupied facilities or process pipe racks, or near power lines) the SUBCONTRACTOR shall submit a detailed rigging plan with all applicable supporting calculations to CONTRACTOR for review and acceptance prior to the lift.

33.3 All cranes supplied by SUBCONTRACTOR shall have current, annual, documented inspections of sufficient detail to be acceptable to CONTRACTOR. Inspection documentation shall be maintained and made available to CONTRACTOR prior to Jobsite use.

33.4 SUBCONTRACTOR shall provide and ensure that operators are qualified, trained, and keep daily inspection logs for all equipment and that chain-falls, inertia reels, etc. have a documented inspection annually (including load tests). All rigging equipment shall undergo a visual inspection prior to each use and a documented inspection quarterly (a color code system shall be used to achieve this). All capacities shall be clearly indicated on lifting devices.

33.5 SUBCONTRACTOR shall ensure all rigging is stored properly (i.e. on racks or in protected areas), crane operations maintain minimum safe distances from high voltage lines, and the area within a crane's counter weight and housing swing radius is properly barricaded whenever personnel can enter that area.

34.0 Suspended Personnel Platforms

34.1 SUBCONTRACTOR shall have an acceptable Lift Procedure prior to using any suspended personnel platform. The procedure shall include, but not be limited to, employee training, pre-lift meetings, trial lifts, and platform inspection.

34.2 SUBCONTRACTOR shall perform a visual inspection, checking for the condition of the basket and lifting bridal (signs of rust, corrosion, damage, and cable condition) prior to use.

34.3 Personnel platforms (baskets) provided by SUBCONTRACTOR shall be designed by a qualified engineer and manufactured by competent personnel. They shall have permanent markings indicating maximum weight.

34.4 If CONTRACTOR approves the use of crane suspended personnel platforms, SUBCONTRACTOR shall thoroughly inspect the crane/derrick and ensure the following: an operational anti two block device and locking devices on the hook; free fall capacity, if present, is locked out or disabled; the area under the lift is isolated by barrier tape and signs; and there is a positive means of communication between the crane operator and employees in the suspended personnel platform. Employees in the platform shall wear full body harness attached to a designated anchor point.

35.0 Articulating Boom Platforms

35.1 Machines manufactured and used for elevated personnel platform work (JLG, Hi-lift, etc.) shall be operated and maintained in accordance with manufacturer recommendations and only by trained and qualified individuals. Training and comprehension test records shall be maintained on file at the Jobsite and made available to CONTRACTOR upon request.

35.2 All persons inside work platforms shall wear a full body harness attached to a designated anchor point. Personnel shall only stand on the platform floor (i.e. standing on the railing is prohibited). A fire extinguisher shall be provided on all such equipment. Equipment used to hoist personnel shall not be used for material, if this constitutes a hazard.

36.0 Compressed Gas Cylinders

36.1 SUBCONTRACTOR shall have an acceptable Gas Cylinder Use and Storage Procedure that allows for proper use and storage of compressed gas cylinders. The procedure shall include segregation by type, proper signage, protective isolation of fuel gasses from oxygen, provisions to keep cylinder caps in place when provided by the supplier, positive upright securing of bottles, and maintenance of safe distances from ignition sources.

36.2 SUBCONTRACTOR shall provide cradles and/or cages for lifting compressed gas cylinders and ensure that cylinders being transported are secured and in the upright position.

36.3 SUBCONTRACTOR shall ensure that:

36.3.1 Each individual cylinder turned off by a key wrench is provided with a key wrench whenever in use;

36.3.2 Damaged cylinders are removed from service, tagged "DANGER – DO NOT USE" and reported to the appropriate supervisor and the CONTRACTOR S&H office;

36.3.3 Cylinder-to-cylinder connections are never made for the purpose of gas transfer; and,

36.3.4 Cylinder protective caps are never used for lifting or handling cylinders.

37.0 Electrical Equipment Inspection/Assured Grounding/GFCI

37.1 SUBCONTRACTOR shall implement and fully comply with the CONTRACTOR Electrical Equipment Inspection and Assured Grounding Procedure, which includes quarterly colour code changes and/or shall use ground fault circuit interrupters (GFCI) on all temporary electrical applications. Employees shall be trained in electrical hazards.

37.2 SUBCONTRACTOR shall ensure all tools are checked for electrical continuity after repairs, maintain records of all tool inspections, and make these records available to CONTRACTOR.

37.3 SUBCONTRACTOR shall ensure that generators and welding transformers are maintained in good condition, the area around generators are maintained free of oil and diesel spills, all rotating components are guarded, grounding/earthing is provided, and outlets are in good condition with no exposed conductors.

38.0 Vehicle Operations

38.1 SUBCONTRACTOR shall ensure vehicles are registered/licensed, maintained in a roadworthy condition, and operated in a safe manner in accordance with manufacturer recommendations and vehicle operators are healthy, unimpaired, have the required operators license, and observe established road and/or Jobsite regulations.

38.2 SUBCONTRACTOR shall provide a seat belt for each vehicle passenger and enforce the wearing of seat belts any time a vehicle is in motion. Busses provided for Project transportation may be exempt from this requirement, if authorized by CONTRACTOR in advance of their use.

38.3 SUBCONTRACTOR shall ensure that the focus of the site layout for their assigned area(s) involves the separation of pedestrian and vehicle routes from each other, and establishes appropriate roadway design and layout. Pedestrian routes shall be clearly signed/marked.

39.0 Night Work Requirements

39.1 SUBCONTRACTOR shall ensure that the lighting provided is adequate for the work and personnel are not working in the shadows. SUBCONTRACTOR shall perform regular inspection and maintenance of lighting equipment and ensure that all lighting equipment installed has been checked and certified in accordance with local procedure or building code requirements. SUBCONTRACTOR shall ensure that cables and other material are located in a way that prevents trip hazards.

39.2 SUBCONTRACTOR shall ensure that bulbs in light fixtures are protected from breakage (as designed by the manufacturer or as required by regulating agencies). Lighting fixtures shall be positioned to prevent employees from coming into contact with the fixtures during work operations. Lighting supply cords and cables shall be installed and maintained in a manner consistent with good electrical wiring practices.

39.3 SUBCONTRACTOR shall ensure that all points of exit, pathways and muster points are clearly illuminated and marked. Ladder access and egress areas shall be clearly illuminated.

39.4 SUBCONTRACTOR shall ensure that area lighting is located to avoid glare and spaced to provide adequate illumination for the areas covered.

39.5 SUBCONTRACTOR shall ensure that temporary lighting strings consist of non-conductive lamp sockets and connections are permanently moulded to the conductor insulation. Temporary installations must meet all the requirements of the National Electrical Code, or applicable local code. Bulbs attached to extension cords and lighting strings shall be protected by lamp guards.

40.0 Fork Lifts & Power Industrial Trucks

40.1 SUBCONTRACTOR shall ensure that only trained and authorized operators are permitted to operate powered industrial trucks.

40.2 SUBCONTRACTOR shall ensure that the use of powered industrial trucks complies with all manufacturer requirements and recommendations for safe operation, loading, traveling, and maintenance of powered industrial trucks.

40.3 SUBCONTRACTOR shall ensure that adequate ventilation is provided when operating in closed areas where internal combustion-powered vehicles are used. If operating in areas where fire and/or ordnance hazards exist, the exhaust of the truck shall be equipped with a spark arrestor. When operating in enclosed areas, internal combustion engines will be shut down when not in use. Only approved industrial trucks shall be used in hazardous locations.

40.4 SUBCONTRACTOR shall ensure that operators do not use cell phones (or any other type of mobile phone) while operating a powered industrial truck.

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)
PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM
For
Subcontract for Operation and Maintenance of Pile Crew

Exhibit "C" – Quantities, Pricing and Data

PRICES AND QUANTITIES

The Prices (VAT excluded) below are firm all inclusive prices and not subject to escalation. Payment under these items shall constitute full payment for performance of the corresponding Work and shall cover all costs of whatever nature incurred by SUBCONTRACTOR in accomplishing the Work in accordance with the provisions of this Subcontract. All prices are in Euro and all payments shall be in the same currency.

All quantities stated below are estimated quantities and those can either increase or decrease as per the Project requirements. Subcontractor shall only be paid as per the agreed actual quantities performed. Contractor does not guarantee any minimum Subcontract value.

Bill of Estimated Quantities:

Item	Item Description	Estimated Quantity	Unit	Unit Price In Euro	Total Price In Euro
1	Reinforced Concrete Piles, In Situ, Diameter 120.00 cm	2,000.00	m	90.00	180,000.00

BECHTEL ENKA GENERAL PARTNERSHIP (CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Operation and Maintenance of Pile Crew

Exhibit "D" – Scope of Work and Technical Specifications

1. Scope of Work

Scope includes performance of all required rebar installation activities in accordance with Project specifications and drawings for piling. To perform the work, Subcontractor shall supply/provide fully trained workers, foremen, operator, supervisors and superintendents together with all necessary hand tools, equipments and all materials including consumables.

Item 1: Reinforced Concrete Piles, In Situ, Diameter 120 cm	
Reinforced concrete piles, in situ, diameter 120 cm means provision for drilling the shaft for the in situ pile, providing for bentonite slurry or in situations of poor ground conditions casing the shaft, the placement of concrete using tremie pipe, and curing as per the design. The scope includes placement of rebar.	
Method of Measurement:	Reinforced concrete piles, in situ, diameter 120 cm shall be measured in meters, each pile being the theoretical length of drilled pile 10 cm above the bottom of foundation it supports.

Acceptable Waste Rate for Concrete: %15

2. Piling Integrity Test

For each pile, integrity test will be applied by CONTRACTOR and in case of failure, it will be accepted as non-conforming work and no payment will be made to SUBCONTRACTOR, moreover all material and services cost incurred to perform mentioned piling will be back charged to SUBCONTRACTOR.

3. Programming and Reporting

The SUBCONTRACTOR shall:

- Prepare daily report/time sheet to include hours worked and quantities performed. This shall be approved by the CONTRACTOR engineers and used for the monthly billing process and compared and contrasted with rebar schedule.
- Submit schedule which will be prepared as to SC-06 Subcontract Schedule, within fourteen (14) calendar days of subcontract award and before the first progress payment is made.

4. Contractor Provided Materials, Utilities, Facilities and Services

The CONTRACTOR shall provide to the SUBCONTRACTOR the following materials utilities and services at no cost:

- Concrete for in situ placement will be provided by CONTRACTOR at no cost if SUBCONTRACTOR does not exceed acceptable waste rate. If the consumption of concrete is more than acceptable rate, except exceptional cases, exceeding part will be back charged to Subcontractor at cost.
- Piling platform
- Demolishing of pile cap. It shall be noted that in order to avoid any quality problem, workmanship shall be made with diligence.
- Site transportation of rebar will be performed by CONTRACTOR.

CONTRACTOR may provide other materials and services to the SUBCONTRACTOR upon the request of SUBCONTRACTOR at an agreed rate. However, it shall be noted that SUBCONTRACTOR is under no obligation get and use any services and materials that may be provided by CONTRACTOR.

Upon SUBCONTRACTOR's request, equipment ,which is needed to perform the work, may be provided to SUBCONTRACTOR by CONTRACTOR at the rates agreed with SUBCONTRACTOR depending on the availability of equipment. All costs of such equipment including without limitation the costs associated with provision of fuel, spare parts, maintenance, wear and tear parts, registration fees other than customs duties, any insurance required by the Republic of Kosovo laws and all other consumables required to keep the equipment operational shall be borne by SUBCONTRACTOR.

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

5. Subcontractor Provided Materials, Utilities, Facilities and Services

The SUBCONTRACTOR shall provide to the CONTRACTOR the following materials, services, utilities and services at no cost:

- Mobilization of Piling equipment to site.
- Drilling of piles.
- Provision of two piling machines, which shall be accepted and checked by CONTRACTOR.
- In order to maximize production, appropriate and acceptable piling machine accessories and consumables shall be used.
- SUBCONTRACTOR provides security for its own equipment, material, buildings, facilities, and working and storage areas.
- Crane together with operator and rigger at site for rebar installation.
- All consumables required for piling machine.
- Pipe to be used during concreting and this pipe shall be manufactured one (i.e. Bauer)
- All hand tools
- Installation and unloading of rebar on site.

- Accommodation and meal of SUBCONTRACTOR's personnel
- Provide PPE (Personal Protection Equipment) to European standards and replace when lost or worn out. All PPE is subject to BEGP ES&H Department approval before they are used.
- List of personnel working on site shall be updated on weekly basis and shall be submitted to CONTRACTOR.

6. Schedule / Sequence of works

SUBCONTRACTOR is responsible for increasing its man-power and equipment capacity in order to comply with CONTRACTOR'S construction schedule.

SUBCONTRACTOR will work both day and night shifts and only Sunday every two weeks will be non-working day.

7. Contractor ES&H and Craft Competency Training Programme

In addition to first day ES&H induction training, SUBCONTRACTOR employees are required to attend several other ES&H and Craft Competency Training Programme given and managed by CONTRACTOR before commencement work on site. Detailed information on training programme and training matrix is communicated to SUBCONTRACTOR and which employee of SUBCONTRACTOR will attend to which training programs will be decided by related discipline department manager in cooperation and coordination with ES&H department. No one is allowed to commence work on site before completing all necessary and instructed trainings.

BECHTEL ENKA GENERAL PARTNERSHIP-(CONTRACTOR)

PRISHTINE-HANI I ELEZIT MOTORWAY PROJECT

CONSTRUCTION SUBCONTRACT - SHORT FORM

Subcontract for Operation and Maintenance of Pile Crew

Exhibit "E" DRAWINGS AND SPECIFICATIONS

- Project Specification for Concrete Works is "Volume 4-Concrete Works and Volume 1 General Technical Requirements for road works 2001 published by Institut Građevinarstva Hrvatske, Zagreb.

- Project drawings will be provided to Subcontractor for each pile work.
- Inspection and Test Plan-Concrete and Structures
- Inspection and Test Plan – Bored Pile
- Method Statement-Cast in Situ Piles

Inspection and Test Plan

Concrete and Structure

Approved By Employer Representative:	☒ APPROVED ☐ NOT APPROVED
NAME	GP
SIGNATURE	
DATE	19/04/2017

REV	DATE	ISSUED FOR	Prepared	QCSM	DM	QAM	EM/QC	DPM	PM
04	02/04/2017	Revision	A.Sigin	M.Inanc	F.Kurt	A.Timiser	E.Kilic	O.Inal	R.Alkhazraji
03	04/05/2016	Revision	G.Celik	M.Yalcin	F.Kurt	A.Timiser	E.Kilic	O.Oztas	C.Jennions
02	30/09/2015	Revision	G.Celik	M.Yalcin	F.Kurt	A.Timiser	E.Kilic	O.Oztas	C.Jennions
01	28/02/2015	Review	D.Wright	M.Yalcin	F.Kurt	A.Timiser	E.Kilic	O.Oztas	C.Jennions
00	15/10/2014	Impl.	M.Yalcin	M.Yalcin	F.Kurt	A.Timiser	E.Kilic	O.Oztas	C.Jennions

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	

Revision Tracking Page				
Revision number	Revised page	Revision date	Description of revision	Prepared by
0	Implementation	15/10/2014	Prepared and Published	M.Yalcin
1	All	28/02/2015	Updated as per standards and GTR. Attachment: Pre/Post Concrete Checklists, Concrete Cube Strength Report, Concrete Placement Record forms.	D. Wright
2	All	30/09/2015	Revision for all ITP according to GTR Volume IV	G.Celik
3	New Item: J.3	03/05/2016	Additionnal hold point item	G.Celik
4	Item: D.3	02/04/2017	Welding inspection added	A.Sigin

H – Hold Point: BEGP QC must inspect and approve the works before proceeding. H with ER: QC and ER must inspect the works and approve before proceeding.	W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time. QC approval is required before proceeding.	S – Surveillance. (BEGP/ERO Monitor the activities. Pre-notification is not required.	R – Review. (BEGP/ERO Examine/review documents

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
A.	**Document review**								
A.1	Confirm documents • Design drawing • Method statement • Project procedure • Material submittal	-	Before commencing the work	-	GTR volume IV	-	R	R	Checklist
B.	**Material/Mix design approvals**								
B.1	Aggregate approval	Laboratory tests	Each source/ fraction	NA	Design drawing GTR volume IV 7-00.1.2	EN 12620	H	H	Material approval
B.2	Cement approval	Certificate of compliance	Each source/ material	NA	Design drawing GTR volume IV 7-00.1.2	EN 197	H	H	Material approval
B.3	Water tests	Laboratory tests	Each source	NA	Design drawing GTR volume IV 7-00.1.2	EN 1008	H	H	Material approval
B.4	Chemical Admixture approval	Certificate of compliance Technical Data Sheet	Each material	NA	Design drawing GTR volume IV 7-00.1.2	EN 934	H	H	Material approval
B.5	Mix design approval	Laboratory mix design	Each design	NA	Design drawing GTR volume IV	EN 206	H	H	Mix design approval
B.6	Reinforcement approval	Certificate of compliance	Each source/ material	NA	Design drawing GTR volume IV	EN 10080	H	H	Material approval
B.7	Bituminous insulation	Certificate of compliance Technical Data Sheet	Each material	NA	Design drawing GTR volume IV	If required in design	H	H	Material approval
C.	**Material delivery control**								
C.1	Aggregate delivery to batch plant	Delivery ticket	Each batch	NA	GTR volume IV	Material approval Approved mix design	H	R	Material Delivery Checklist
C.2	Cement delivery	Delivery certificate/Batch ticket	Each batch	NA	Design drawing GTR volume IV	Material approval Approved mix design	H	R	Material Delivery Checklist

H – Hold Point: BEGP QC must inspect and approve the works before proceeding. H with ER: QC and ER must inspect the works and approve before proceeding.	W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time, QC approval is required before proceeding.	S – Surveillance. (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review. (BEGP/ER) Examine/review documents

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
C.3	Admixture delivery	Delivery certificate/Batch ticket	Each batch	NA	Design drawing GTR volume IV	Material approval Approved mix design	H	R	Material Delivery Checklist
C.4	Reinforcement delivery	Delivery certificate/Batch ticket	Each batch	NA	Design drawing GTR volume IV	EN 10080 As per design	H	R	Material Delivery Checklist
D.	**Pre-Concreting Control**								
D.1	Concrete bedding/Protective Bottom Layer	Survey Check Cleanliness Surface temperature	Each	NA	GTR volume IV Section 7-00.2.5	As per design Clean from dirt 0°C-65°C	H	S	Checklist
D. 2	Formwork	Visual Check Survey Check	Each	NA	Design drawing GTR Volume IV, Section 7-00.2.7/7-01.4/7-00.2.8 Survey report	• Geometry of formwork • Stability of formwork • Tightness of formwork • Removal of detritus • Treatment of the faces of the construction joints • Removal of water from the base • Preparation of the surface of the formwork • Openings and box-outs	H	H	Checklist
D. 3	Reinforcement	• Bending radius • Diameter • Placed number • Lap splice • Spacing • Concrete cover • Tied • Free from deleterious substances • Welding	Each	NA	Design drawing GTR IV, section 7-00.2.3/7-01.4/7-00.2.7/7-00.2.8	As per design GTR Volume IV, Section 7-00.2.7	H	H	Checklist

H – Hold Point: BEGP QC must inspect and approve the works before proceeding. H with ER: QC and ER must inspect the works and approve before proceeding.	W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time. QC approval is required before proceeding.	S – Surveillance. (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review. (BEGP/ER) Examine/review documents

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
E.	**Concreting Control**								
E.1	Delivered concrete truck control	Batch ticket control	Each	NA	GTR volume IV Section 7-00.1.2	As per design Approved mix design	H	S	Checklist
E.2	Ambient temperature	Measure ambient temperature	Daily	NA	GTR volume IV Section 7-00.2.5	Apply cold weather concrete in case of, -Daily ambient temperature is less than 0°C	H	S	Checklist
E.3	Concrete temperature	Measure fresh concrete temperature	Initial delivery	NA	BS EN 206	Not less than 5°C	H	S	Checklist
E.4	Slump	Slump test	3 trucks in first 50 m3. Then 1 truck for every 150 m³ poured	NA	GTR volume IV, Section 7-00.1.1 / Table 7-00.1.5-1	Approved mix design slump classes	H	S	Concrete placement record
E.5	Air content	Air content test	Initial delivery	NA	GTR volume IV, Section 7-00.1.2 / Table 7-00.1.5-5	Approved mix design Absolute value of - 0.5% + 1.0%	H	S	Concrete placement record
E.6	Sampling	Concrete Compressive Strength	6 cubes in first 50 m3. Then 3 cubes for every 150 m³ poured	NA	GTR volume IV, Table 7-00.1.5-1	-	H	S	Concrete placement record
E.7	Placement	Visual check	Each placement	NA	GTR volume IV, Section 7-00.2.5 Table 7-00.2.8-8	Formed Surfaces • Weather conditions • Rate of placing • Placing sequence • Layer thickness • Segregation • Consistence • Number of pokers • Size of pokers • Intrusion distance/depth • Re-vibration • Movements of concrete	W	W	Checklist

H – Hold Point: BEGP QC must inspect and approve the works before proceeding. H with ER: QC and ER must inspect the works and approve before proceeding.	W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time. QC approval is required before proceeding.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
						• Deflection of form • Fixation of embedded parts Free Surfaces • Laitance on top. • Evenness of surface. • Formation of crust. • Time end of compaction. • Time of completion. • Protection of surface.			
E.8	Curing	Visual Check	Each placing	NA	GTR volume IV, Section 7-00.2.5 Table 7-00.2.8-9	• Protection against drying out • Protection against freezing • Stripping time • Temperature difference	S	S	Checklist
F.	**Post-Concreting Control**								
F.1	Removal of formwork	Visual Check	Each	NA	GTR volume IV Section 7-00.1.2 Table 7-00.2.8-10	Surface appearance: - holes - honey combing - sandstripes - blow holes - cracks - crack widths Strength at time of stripping	W	S	Checklist

H – Hold Point: BEGP QC must inspect and approve the works before proceeding. H with ER: QC and ER must inspect the works and approve before proceeding.	W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time. QC approval is required before proceeding.	S – Surveillance. (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review. (BEGP/ER) Examine/review documents

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
F.2	Geometrical Check	Dimension Elevation Location	Each structure	NA	GTR volume IV, Section 7-00.2.7	1. **Box culvert/Pipe culvert/Under pass** • Horizontal cross section : +/-25mm • Vertical cross section : +/-20mm • Inside cross section : +/-20mm • Invert elevation : +/-10mm 2. **Bridge/Over pass** Foundation • Horizontal cross section : +/-25mm • Vertical cross section : +/-20mm 3.Pier/Abutment/ Wall Horizontal cross section : +/-25mm • Vertical cross section : +/-20mm • Inclination : 15mm 4.Concrete deck • Horizontal cross section : +/-25mm • Elevation : +/-10mm	H	S	Checklists
G.	**Hardened concrete**								
G.1	Compressive strength (7 days&28 days)	Compressive strength test	Each sample	NA	GTR volume IV, Section 7-00.1.1	As per design	H	R	Concrete Cube Strength Report
H.	**Concrete repair**								
H.1	Material approval	Certificate of compliance Technical Data Sheet	Each material	NA	GTR volume IV, Section 7-03.3.2 Approved concrete repair method Approved material Technical Data Sheet	Approved concrete repair method Approved material Technical Data Sheet	H	H	Material approval

H – Hold Point: BEGP QC must inspect and approve the works before proceeding.
H with ER: QC and ER must inspect the works and approve before proceeding.

W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time. QC approval is required before proceeding.

S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.

R – Review, (BEGP/ER) Examine/review documents

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
H.2	Concrete repair	Visual check Repair method	As required	NA	GTR volume IV, Section 7-03.3.2 Approved concrete repair method Approved material Technical Data Sheet	Repair as per agreed method	H	W	NA
I.	**Waterproofing**								
I.1	Material approval	Certificate of compliance Technical Data Sheet	Each material	NA	Design drawing GTR volume IV 7-01.9	As per design	H	H	Material approval
I.1.1	Quartz sand	Certificate of compliance Technical Data Sheet	Each material	NA	Design drawing GTR volume IV 7-01.9	As per design GTR volume IV Section 7-01.9 Table 7-01.9-1	H	H	Material approval
I.1.2	Epoxy mortar	Certificate of compliance Technical Data Sheet	Each material	NA	Design drawing GTR volume IV 7-01.9	As per design GTR volume IV Table 7-01.9-4	H	H	Material approval
I.1.3	Bituminous strip	Certificate of compliance Technical Data Sheet	Each material	NA	Design drawing GTR volume IV 7-01.9	As per design GTR volume IV Table 7-01.9-7	H	H	Material approval
I.2	Bedding surface	-inspection of condition -evenness -roughness depth	250 m² 250 m² 250 m²	Once a day	GTR volume IV, Section 7-01.9 Approved material data sheet	- 30 mm for the segment 3 m in length, - 15 mm for the segment 2 m in length, - 10 mm for the segment 1 m in length, -0.5 mm < roughness depth < 1.5 mm	H	W	Checklist

H – Hold Point: BEGP QC must inspect and approve the works before proceeding. H with ER: QC and ER must inspect the works and approve before proceeding.	W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time. QC approval is required before proceeding.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
I.3	Foundation layer	-Bedding temperature and moisture -Properties of epoxy resin -Quantity of epoxy resin -Quantity of cover -Adhesive strength	250 m² 250 m² 250 m² 250m² 250m²	3 times a day 1 times a day 1 times a day 1 times a day 1000m²	GTR volume IV, Section 7-01.9.10 Approved material data sheet	Temperature 8°C< Bedding < 40°C Moisture of slab<4% Quantity Epoxy resin:300-500gm/m2 Cover:500-800g/m2 Pull off strength Individual >1.0 MPa Mean >1.5 MPa	H	W	Checklist
I.4	Sealing layer	- Adhesive strength - Layer checking and Inspection, elimination Of bubbles -Overlapping	1000 m² entire surface	3 x per structure	GTR volume IV, Section 7-01.9.10 Approved material data sheet	Pull off strength Individual >0.4 MPa Mean >0.8 MPa Overlap: longitudinal>8 cm Transverse>10 cm The sealing layer may be left unprotected for no more than five days.	H	W	Checklist
J.	Others								
J.1	Bearings and Expansion joint	Material approval Material check at delivery Elevation Location	Each	NA	GTR volume IV, Section 7-01.7	As per design requirements Approved material	H	W	NA
J.2	Evacuation of water from pavement and sidewalk	Material approval Material check at delivery Grades Lines Position	Each	NA	GTR volume IV, Section 7-01.7	As per design requirements Approved material	H	W	NA
J.3	Precast New Jersey Barrier Installation	Survey • Location • Verticality • Horizontality	Each	NA	GTR volume IV, Section 7-00.2.6	As per design requirements	H	H	Checklist

H – Hold Point: BEGP QC must inspect and approve the works before proceeding. H with ER: QC and ER must inspect the works and approve before proceeding.	W – Witness Point: ER presence and approval is required, unless waived by ER or minimum one hour passed after the notified time. QC approval is required before proceeding.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

Inspection and Test Plan

Bored Pile

APPROVED BY Employer Representative	☒ APPROVED ☐ NOT APPROVED
NAME	GP
SIGNATURE	
DATE	07/04/2015

REV	DATE	ISSUED FOR	Prepared	QAM	EM/QC	DPM	PM
01	02/28/2015	Review	D. Wright	A.Timiser	E.Kilic	O.Oztas	C.Jennions
00	10/15/2014	Implementation	M.Yalcin	A.Timiser	E.Kilic	O.Oztas	C.Jennions

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 2 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Revision Tracking Page

Revision number	Revised page	Revision date	Description of revision	Prepared by
0	Implementation	10/15/2014	Prepared and Published	M.Yalcin
1	All	02/28/2015	Updated as per standards and GTR Attachment: Concrete Cube Strength Report, Concrete Placement Record, Pile identification form, Pre/Post Concrete Checklist	D. Wright

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 3 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536-2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
A.	**Document review**								
A.1	Confirm documents. • Design drawing • Method statement • Material submittal • Concrete order form	-	Before commencing the works	as requested	GTR volume IV, Section 7-01.4.2	-	R	R	
B.	**Preparation**								
B.1	Setting Out	Check pile centre	All piles	as requested	BS EN 1536, Section 7.2.1	Maximum permitted deviation : - 0.1m for piles with: D<1.0m. - 0.1xD for piles with: 1.0m< D >1.5m.	S	S/R	Survey report
C.	**Excavation**								
C.1	Temporary casing and Boring	Visual inspection	All piles	as requested	GTR volume IV, Section 7-01.4.2 BS EN 1536 Section 7.2.1 / 8.1	Inclination shall not exceed 1:50 (=0.02). Casing shall be free of significant internal projection or encrusted concrete	S	S	Bored pile identification form

H – Hold Point, (BEGP) QC engineer must inspect. (ER) BEGP cannot proceed with the work until approval is provided by ER.	W – Witness Point, (ER) BEGP cannot proceed with the work until approval is provided by ER. BEGP may proceed if ER fails to respond after one hour passed from the set time, or has previously waived.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

INSPECTION AND TEST PLAN

	Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 4 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002		

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
C.1	Temporary casing and Boring	Visual inspection	All piles	as requested	GTR volume IV, Section 7-01.4.2 BS EN 1536 Section 8.1	Completed excavation shall be left open only for the time necessary to allow: • cleaning and/or de sanding • the various checks • installation of reinforcement If it is not possible to finish the pile by the end of the working day, before concrete is placed the depth shall be bored to at least twice the shaft diameter but not less than 1.5m.	S	S	Bored pile identification form

H – Hold Point, (BEGP) QC engineer must inspect. (ER) BEGP cannot proceed with the work until approval is provided by ER.	W – Witness Point, (ER) BEGP cannot proceed with the work until approval is provided by ER. BEGP may proceed if ER fails to respond after one hour paseed from the set time, or has previously waived.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 5 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
C.1	Temporary casing and Boring	Visual inspection	All piles	as requested	GTR volume IV, Section 7-01.4.2 BS EN 1536 Section 8.1 Method statement Cast In-Situ Piles 25939-000-ST-020-0011_00	Disturbed soil, debris or any other material shall be removed. On completion of boring, pile base should be cleaned	S	S	Bored pile identification form
C.2	Confirmation of foundation soil	Visual inspection of actual soil	First pile of each working group	as requested	Method statement Cast In-Situ Piles 25939-000-ST-020-0011_00 BS EN 1536 Section 8.1	Core sample If different type of foundation soil was observed, discuss with ER	H	W	Bored pile identification form
			All other Piles				S	S	
C.3	Depth of pile	Depth measurement	All piles	as requested	Pile design drawings	Not less than specified design depth	H	W	Bored pile identification form
D.	Reinforcement								
D.1	Fabrication	Rebar size, space, lap splice, length of welding etc. check	All piles	as requested	Pile design drawings GTR volume IV, Section 7-00.2.3	As per pile reinforcement design Bar bending as per GTR Volume IV: Table 7-00.2.3.1 and Table 7-00.2.3.2 Welding certificates of welders to be checked.	H	H	Pre concrete check list

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 6 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
D.2	Reinforcement installation	Visual inspection	All piles	as requested	BS EN 1536 Section 8.2 Method statement Cast In-Situ Piles 25939-000-ST-020-0002 Design	Reinforcement shall be installed as soon as possible after cleaning of pile bore. Reinforcement shall be free of rust or any debris i.e. mud or soil. Cage shall be suspended to maintain correct position The minimum clear distance between bar layers shall be equal to 2 times the bar diameter. GTR volume IV, section 7-01.4.2	H	W	Pre concrete check list
		Top elevation of cage	All piles	as requested	BS EN 1536 Section 8.2	The elevation of the top of the cage after concrete placement shall be equal to the nominal value with max deviation of +/- 0.15m	H	S	Bored pile identification form

H – Hold Point, (BEGP) QC engineer must inspect. (ER) BEGP cannot proceed with the work until approval is provided by ER.	W – Witness Point, (ER) BEGP cannot proceed with the work until approval is provided by ER. BEGP may proceed if ER fails to respond after one hour passed from the set time, or has previously waived.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 7 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
E.	**Concreting**								
E.1	Concrete Testing	Ambient temperature	Daily	as requested	GTR volume IV table: 7-00.2.5	Temperature of casing and soil must be such that it does not cause freezing of the concrete during curing.	H	S/R	Concrete placement record
		Slump	3 samples in the initial 50m³. One sample for every 200m³ thereafter.	as requested	GTR volume IV table: 7-00.1.5-6	As specified range in mix design with a tolerance of -10mm bottom limit, +20mm top limit.	H	S/R	Concrete placement record
		Concrete temperature	Initial delivery before placing	as requested		Concrete temperature must not be less than 5°C or greater than 32°C.	H	S/R	Concrete placement record
		Concrete Compressive Strength	6 cubes in first 50 m³. Then 3 cubes for every 150 m³ poured	as requested	GTR volume IV table: 7-00.1.5-1	Compressive strength must be higher than that of the specified class. Determined on samples tested at 28 days.	H	S/R	Concrete cube strength report
E.2	Placement	Visual inspection	All piles	as requested	BS EN 1536 Section 8.3	During the concreting the volume placed and the level of concrete inside the bore shall be checked and recorded. The level shall be checked at least once after all pour.	S	S	Bored pile identification form Pre concrete check list

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 8 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
E.2	Placement	Visual inspection	All piles	as requested	BS EN 1536 Section 8.3	The placement shall continue until any contaminated concrete in the upper part of the concrete column has risen above cut-off level Tremie pipe shall be used placing in submerged condition and withdrawn progressively as the concrete rises in the bore. Tremie pipe shall be smooth to allow free flow of concrete and have a uniform internal diameter of at least 150mm or 8 times of max size of aggregate Tremie pipe shall be clean of all encrusted concrete or mortal prior to its use Tremie pipe shall be extended to the bottom of the pile at the commencement of the concreting.	S	S	Bored pile identification form Pre concrete check list

H – Hold Point, (BEGP) QC engineer must inspect. (ER) BEGP cannot proceed with the work until approval is provided by ER.	W – Witness Point, (ER) BEGP cannot proceed with the work until approval is provided by ER. BEGP may proceed if ER fails to respond after one hour passed from the set time, or has previously waived.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 9 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
E.2	Placement	Visual inspection	All piles	as requested	BS EN 1536 Section 8.3	For piles with a diameter of ≥1.2m immersion of tremie pipe should be at least 2.5 meters, and should always be below concrete surface regardless od pile diameter. After completion of placement tremie pipe should not be extracted too quickly as the resulting suction can lead to pile imperfections After placement concrete volume used shall be recorded If the ambient temperature is less than 3°C and falling the heads of the newly cast piles shall be protected against frost.	S	S	Bored pile identification form Pre concrete check list

H – Hold Point, (BEGP) QC engineer must inspect. (ER) BEGP cannot proceed with the work until approval is provided by ER.	W – Witness Point, (ER) BEGP cannot proceed with the work until approval is provided by ER. BEGP may proceed if ER fails to respond after one hour passed from the set time, or has previously waived.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 10 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536:2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
F.	**Pile Head**								
F.1	Pile Head Cutting	Visual Inspections	All piles	as requested	Design BS EN 1536 Section 8.3.1	Operation shall be carried out only when the concrete has obtain sufficient strength Operation shall remove all concrete which is contaminated or of lower quality than required Operation shall continue until sound concrete over the whole cross section in revealed	S	S	Bored pile identification form Pre concrete check list
G.	**As-built**								
G.1	As-built	Check pile center/top elevation of re-bars/cut-off elevation	All piles	as requested	BS EN 1536, Section 7.2	Maximum permitted deviation : · 0.1m for piles with: D<1.0m. · 0.1xD for piles with: 1.0m< D >1.5m. The elevation of re-bars: Max deviation +/- 0.15m	. H	S/R	Post concrete check list Survey report

H – Hold Point, (BEGP) QC engineer must inspect. (ER) BEGP cannot proceed with the work until approval is provided by ER.	W – Witness Point, (ER) BEGP cannot proceed with the work until approval is provided by ER. BEGP may proceed if ER fails to respond after one hour passed from the set time, or has previously waived.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

INSPECTION AND TEST PLAN

Bechtel ENKA GP Prishtine To Hani I Elezit Motorway Project	Concrete - Piling Works	ITP No : 25939-000-QC-100-0028 Revision : 1 Page : 11 of 12
Discipline : Civil	Reference Specification/Method Statement/Project Procedure : General Technical Requirement for Road Work, Volume IV, Concrete Work / Method statement of Cast In-Situ Piles 25939-000-ST-020-0002 /Quality Control Procedure of Concrete Production (25939-000-QC-010-0002) /British Standards – Execution of special geotechnical work – Bored Piles BS EN 1536-2000 / ITP Concrete and Structures 25939-000-QC-100-0001 / Quality control of concrete production procedure 25939-00-QC-010-0002	

Activity No.	Activity Description	Inspection/ Test Requirement	Frequency		Reference Documents	Acceptance Criteria	Inspection type		Remarks
			Control	Audit			BEGP	ER	
H.	Pile test								
H.1	Integrity Testing	Pile integrity test	Min 50% of all piles	as requested	Design drawing GTR volume IV, Section 7-01.4.2 ASTM D 6760	To be determined by certified pile integrity tester and read in conjunction with PDA data.	H	S/R	Pile integrity test report
H.2	Dynamic test	Pile dynamic load test	As required	as requested	Design GTR volume IV, Section 7-01.4.2 ASTM D 4945	Design predicted values	H	S/R	PDA test report

H – Hold Point, (BEGP) QC engineer must inspect. (ER) BEGP cannot proceed with the work until approval is provided by ER.	W – Witness Point, (ER) BEGP cannot proceed with the work until approval is provided by ER. BEGP may proceed if ER fails to respond after one hour passed from the set time, or has previously waived.	S – Surveillance, (BEGP/ER) Monitor the activities. Pre-notification is not required.	R – Review, (BEGP/ER) Examine/review documents

	BECHTEL ENKA GP PRISHTINE TO HANI I ELEZIT MOTORWAY PROJECT	BEGP LABORATORY	Document Number: 25939-.....-QC-.....-.....

COMPRESSION MACHINE REGISTER FOR CONCRETE

AIR% :
Concrete °C :
Slump :
This test is performed according to BS EN 12390-3:2009

Nr. Crt.	Sample ID	No of specimens	Class of concrete	Sampling date	Testing date	Test age (days)	SPECIMENS CHECK							M (g)	V /10³ (mm³)	Density (Kg/m³)	Average Density (Kg/m³)	F (kN)	f_c f_{ct} (MPa)	f_{cm} f_{ctm} (MPa)	Sampling place	REMARKS
							Specimen status	Specimens dimensions														
								X_{ec1} = D_1 (mm)	Y_{ec1} or D_2 (mm)	X_{ec2} (mm)	Y_{ec2} (mm)	Z_{ec} or H (mm)	S_{ec} (mm²/1000)								
BS EN 12390																						
BS EN 12390																						

QC TECHNICIAN

QC SUPERVISOR

BECHTEL ENKA GENERAL PARTNERSHIP (BEGP)
PRISHTINE HANI I ELEZIT MOTORWAY PROJECT
CONCRETE PLACEMENT RECORD - BETON DOKUM KAYDI

Date /Tarih:

Lab.No:

No	sevk no	Transmixer No	Santralden Çıkış Saati	Sahaya Varış Saati	Sahada Dökûm Saati	Beton Sınıfı	Gelen Beton Miktarı (m³)	Toplam Beton Miktarı (m³)	Dökûm Yeri	Slump (cm)	Beton Sıcaklığı (C°)	Hava Sıcaklığı (C°)	Numune No	Numune Adet
No	Delivery ship No	Transmixer No	Plant Departure Time	Site Arrival Time	Site Casting Time	Concrete Quality	Arrival Volume (m³)	Total Volume (m³)	Casting Area	Slump (cm)	Concrete Temp. (C°)	Air Temp. (C°)	Sample No	Sample Quantity
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
13														
14														
15														
16														
						Toplam								
						Total								

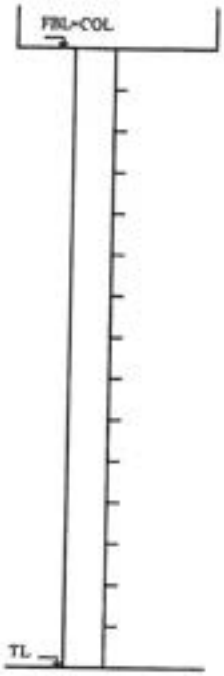
Remarks / Açıklamalar _____

PRISHTINE TO HANI I ELEZIT
MOTORWAY PROJECT

Bored Pile Identification Form

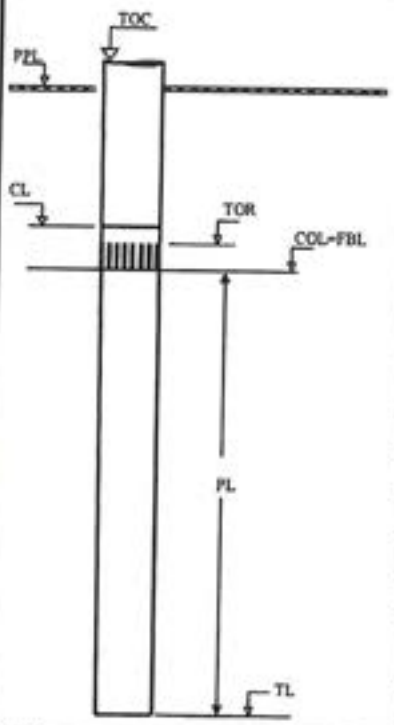
Structure		Area / Drw. Nr.	
Pile Number		Date	
Weather		Piling Rig	

Soil Profile



Soil Profile	As shown in Profile			Department	Initial
<During construction>	Designed	Constructed			
Diameter of Temporary Casing	N/A		m		
Length of Temporary Casing	N/A		m		
Piling Platform Level (PPL)	N/A		m		
Foundation Bottom Level (FBL)		N/A	m		
Pile Toe Level (TL)			m		
Top of Casing Level (TOC)	N/A		m		
Depth of Excavation from TOC			m		
Water Depth before Concreting	N/A		m		
Tremmie Plug Used (Y/N)	N/A				
Top of Reinforcement Level (TOR)			m		
Pile Casting Level (CL)			m		
<After concrete hardened>					
Diameter of Pile			mm		
Pile Cut-Off Level (COL)			m		
Length of Pile from COL (PL)			m		
Drilling					
Start of Drilling Time					
End of Drilling Time					
Cage Details / Drw. Nr.					
Weight of Reinforcement			kg		
Reinforcement Size and Length					
Start of Concreting Time					
Completion of Concreting Time					
Theor. Concrete Quantity			m^3		
Actual Concrete Quantity			m^3		
Concrete Mix-Cement Content					
Slump			mm		
Test Cube Numbers					

Key



7 days Cube Results :

NOTES: Orange highlighted cell to be filled by actual measurement

NOTES

BECHTEL ENKA GENERAL PARTNERSHIP
PRISHTINE TO HANI I ELEZIT MOTORWAY PROJECT

PRE-CONCRETING INSPECTION CHECKLIST

Document Number: 25939-.....-QC-.....-.....

Date: __/__/_____

Section:_____

Structure: _____

Location: _____

Description of work: _____

No	Controlled Items	Responsibility	Conform			Remarks
			YES	NO	N/A	
I.	**Approved Documents are issued and available in the field or site office (Specifications, IFC drawings, MS, ITP and form for records)**	Site Superintendent / Supervisor				
II.	**BLINDING (LEAN) CONCRETE**					
1.	Earthwork foundation base compacted and compatible as per design for lean concrete	QC Field Superintendent				
2.	Dewatering (if required)	Site Superintendent / Supervisor				
3.	Concrete mixture is as per approved mix design	QC Field Superintendent				
III.	**STRUCTURAL CONCRETE**					
1.	**FORMWORK**					
1.a	Handover survey data	Survey Superintendent				
1.b	Formwork setting out	Survey Superintendent				
1.c	Formwork position according to setting out	Survey Superintendent				
1.d	Formwork interior size fits the size of the structural element to be concreted	Survey Superintendent				
1.e	Formwork surfaces on which concrete to be placed checked	Site Superintendent / Supervisor				
1.f	Formwork fastening, sealing and support elements checked	Site Superintendent / Supervisor				
1.g	Water Stop placed according to design	Site Superintendent / Supervisor				
2.	**REINFORCEMENT**					
2.a	Reinforcement setting out	Site Superintendent / Supervisor				
2.b	Bars/ cages stored in the field properly	Site Superintendent / Supervisor				
2.c	Temperature during bending	Site Superintendent / Supervisor				
2.d	Bending according to drawings	Site Superintendent / Supervisor				
2.e	Rebar number, diameter and position at different cross sections of the structure element is according to design	Site Superintendent / Supervisor				

2.f	Distance between stirrups, stirrups diameter and bracing method is according to design	Site Superintendent / Supervisor				
2.g	Length of reinforcement bars that will be overlapped in another structure element is according to design	Site Superintendent / Supervisor				
2.h	Splices position and overlapping length of reinforcing bars is according to design	Site Superintendent / Supervisor				
2.i	Number and quality of the splices between reinforcement bars	Site Superintendent / Supervisor				
2.j	Welding quality – If applicable	Site Superintendent / Supervisor				
2.k	Formwork position support of rebars during concreting	Site Superintendent / Supervisor				
2.l	Concrete cover thickness (spacer blocks) and number of covers are compliant.	Site Superintendent / Supervisor				
2.m	Included pieces (position, dimensions and bracing)	Site Superintendent / Supervisor				
3.	**PRE-CAST U-BEAM**					
3.a	Surface vibrators	Site Superintendent / Supervisor				
3.b	Stressing jack	Site Superintendent / Supervisor				
3.c	Steam curing system	Site Superintendent / Supervisor				
4.	**CONCRETE**					
4.a	Concrete mixture is as per approved mix design	QC Field Superintendent				
4.b	Required measures are taken regarding ambient temperature	QC Field Superintendent				
4.c	Hardened concrete surface that comes in contact with fresh concrete	Site Superintendent / Supervisor				

N/A –Not applicable

	Site Superintendent / Supervisor	Survey Superintendent	QC Field Superintendent
Name			
Signature			
Employer Representative			
Date			

BECHTEL ENKA GENERAL PARTNERSHIP
PRISHTINE TO HANI I ELEZIT MOTORWAY
PROJECT
POST-CONCRETING INSPECTION CHECKLIST

Document Number: 25939-.....-QC-.....-.....

Date: __/__/_____

Section:_____
Structure: _____
Location: _____
Description of work: _____

No	Controlled Items	Responsibility	Conform			Remarks
			YES	NO	N/A	
1.	Pre Concreting Inspection Checklist signed and submitted to QC department	Site Superintendent / Supervisor				
2.	Suitable Concrete Curing done according to weather conditions, concrete mixture, work conditions and structure exposure	Site Superintendent / Supervisor				
3.	Concrete Curing Time is enough according to weather conditions, concrete mixture, work conditions and structure exposure	Site Superintendent / Supervisor				
4.	Concrete Surface Finish (If any segregation, cracks, honeycombs, holes etc., proper repair done)	QC Field Superintendent				
5.	Release & removal of formwork – until concrete has gained adequate strength to • withstand surface damage due to formwork removal • take on all forces influencing the element • avoid deformation in excess of the specified. For example: • 70 % of concrete class strength for slabs with max 6 m span and all pre-stressed beams • 85 % of concrete class for slabs with span > 6m	Site Superintendent / Supervisor				
6.	Dimensions of structure elements according to design	Survey Superintendent				
7.	Elevation of top and bottom of structure elements according to design	Survey Superintendent				
8.	Construction joints constructed according to design or specifications	Site Superintendent / Supervisor				

N/A –Not applicable

Note: For Item 5, concrete strength to be provided by QC

	Site Superintendent / Supervisor	Survey Superintendent	QC Field Superintendent
Name			
Signature			
Employer Representative			
Date			

PRISHTINE TO HANI I ELEZIT
KOSOVO MOTORWAY PROJECT

BECHTEL ENKA GENERAL PARTNERSHIP (BEGP)

Method Statement

CAST IN-SITU PILES

Document Number: 25939-000-ST-020-0011_01

REV	DATE	ISSUED FOR	BY	CHECKED	E&SHM	QAM	FEM	QCM	DPM	PM
01	7/03/2015	Revision	C. Yazici	F. Kurt	L. Daraneau	A. Timiser	M. Yardibi	E. Kilic	O. Oztas	C. Jennions
00	8/12/2014	Implementation	C. Yazici	F. Kurt	L. Daraneau	A. Timiser	M. Yardibi	E. Kilic	O. Oztas	C. Jennions

CONTENTS

1 INTRODUCTION 5

2 SCOPE 5

3 REFERENCES 5

4 RESPONSIBILITIES 5

4.1 Structure Department Manager (BLIO) is responsible for: 5

4.2 Lead Site Superintendent is responsible for: 5

4.3 Piling Superintendent: 5

4.4 Piling Supervisor 5

4.5 Piling Foreman 6

4.6 Surveyor 6

4.7 Laboratory 6

4.8 QA/QC 6

4.9 ES&H Supervisor 6

5 WORK PROCESS 6

5.1 Preparation of working platform 6

5.2 Staking Out the Pile Locations 6

5.3 Boring 7

5.4 REINFORCEMENT 7

5.5 CONCRETING 8

6 RESOURCES 8

6.1 Materials 8

6.2 Equipment 8

7 QUALITY CONTROL 9

8 ENVIRONMENTAL, HEALTS AND SAFETY PLAN 9

8.1 Attachment 12

8.1.1 Site Briefing Sheet 12

1 INTRODUCTION

This method statement outlines the construction procedures, techniques, machinery & equipment, boring methods, tools, materials, workmanship etc. to be implemented for the construction of Cast in Situ Bored Piles.

2 SCOPE

The following construction method is a method statement for the bored piling works for Kosovo Motorway Project. The work includes construction of bored piles of Ø1200mm for the foundations of bridges, viaducts, piled retaining walls, slope consolidation works, etc. along the alignment.

3 REFERENCES

- General Technical Requirements for road works 2001 volume IV Concrete Works
- ITP 25939-000-QC-100-0001_00 - 'Concrete and Structures'
- ITP 25939-000-QC-100-0002 - 'Concrete Production and Conformity at Batch Plant'
- Project Quality Assurance Plan
- Project Quality Control Plan
- Project Site Rules and ES&H Field Instructions
- Issued Field Engineering and Design documents (DCN, RFI etc.)

4 RESPONSIBILITIES

4.1 Structure Department Manager (BLIO) is responsible for:

- Overall implementation of this procedure.

4.2 Lead Site Superintendent is responsible for:

- Establishing and maintaining the procedures and guidelines for inspection to assure that the technical requirements and specifications are met.

4.3 Piling Superintendent:

- The overall implementation of this procedure and ensuring that the work method statement supports the construction efforts of the project
- Coordinating inspections through site supervising staff
- Reporting major defects for evaluation

4.4 Piling Supervisor

- Performing all inspection activities
- Reporting defects for evaluation and records (logging pile data sheets)
- Maintain inspection records as part of associated work packages.
- Observation of the soil layers column and records in the pile drilling and concreting log.

perpendicular to each other during the insertion of the temporary casing. After setting up, the casing is inserted into the ground by rotary motion and checked from the midpoint by the instrument. If the location of the casing is within the allowed tolerances, boring will commence; otherwise the casing is pulled out and inserted in order to place it in its exact position.

5.3 Boring

- Casing method is chosen to prevent caving or excessive lateral deformation toward the shaft of the pile in weak soil. Temporary casing is penetrated into the ground. The verticality of casing will be checked during driving with a spirit level. Casings are in different lengths and are connected to each other by means of bolts. They are inserted and pressed vertically with rotation movement into the ground. Total casing length will be decided according to material self-standing on site. The pioneer casing tube is equipped with hard metal cutters at the base to ease the advance of the casings.
- Boring will be realized using augers and/or buckets down to the required depth attached to hydraulic drilling rigs. Verticality of the mast of the hydraulic drilling rig will be checked automatically during boring. If a hard stratum is encountered, it will be drilled by using core barrels.

5.4 REINFORCEMENT

- Reinforcement pile cages, prepared at rebar yard according to project GTR specifications and requirements and transported to the piling location and lowered into the pile borehole by a service crane or pile rig, safely and without damage or significant change in dimensions. Reinforcement cages with attached spacers that will ensure necessary concrete cover shall be maintained in their correct position during concreting of the pile.
- Stirrups will be welded properly to avoid any damage during both transportation and installation.
- Connection of the two steel cages will be performed by welding (non-structural), tie wire or coupling at the pile location.
- Two lifting hooks (hangers) will be welded strong enough for lifting operation of the steel cage.
- Before installing the cage, the following checks are made:
    - If the welding is properly performed and capable of supporting the load,
    - Rebar and stirrups are correctly spaced and tied,
    - If the interior ring and the hangers are properly welded to resist handling,
    - If there is any earth/soil on the cage it is to be removed.

- Back-Hoe loader
- Wheel loader
- Other complementary drilling tools and accessories (Kelly, Casing, tremie pipe, auger, bucket etc.)
- Other supportive equipments (welding machine, light towers, water pumps and tanks etc)
- Rebar transporting trailer

7 QUALITY CONTROL

- According to ITP ITP 25939-000-QC-100-0028 ('Bored Pile) and ITP 25939-000-QC-100-0002 – 'Concrete and Conformity at Batch Plant' requirements..

8 ENVIRONMENTAL, HEALTS AND SAFETY PLAN

For Piling operations, personnel involved in these tasks should understand the potential environmental, safety and health hazards and what necessary precautions to take. This section examines the major aspects of the tasks that must be considered from an environmental, safety and health perspective:

A major aspect of safety to consider is the major work platform upon which much of the boring, drilling and primary piling operations take place. This work platform will have to support heavy machinery and drilling equipment and is likely to have an extremely large force exerted on it. Therefore, it is essential that this area is suitably supported structurally to ensure that no collapse or movement of the work platform could occur during piling operations, which would inevitably have serious implications in terms of damage to equipment and cause serious injury to personnel. To ensure that this does not occur and that the work platform is able to support such weights, it is necessary for the ground upon which it is resting to be substantially compacted to provide the structural strength. Also, it is important to make sure that this work platform has adequate drainage and will not withhold rain water. Additionally edge protection would be advised to ensure that personnel working on the platform as well as materials cannot fall off.

Perhaps the most obvious safety aspect in terms of piling is excavation and in particular boring. This creates large enough cavities for personnel to fall into, and deep enough to cause serious injury or fatality. Therefore it is essential that such cavities are barricaded so that personnel are restricted access to them, and that they are covered when work is not

cost the project a significant amount, both economically and in terms of reputation. It is of extreme importance that concrete is disposed of in the correct and sustainable manner as according to environmental regulations. For this reason, wash out pools are provided at casting locations and drivers are instructed to use them. These wash out pools should also incorporate some form of edge protection to prevent personnel or even vehicles from falling into the waste pool. Another potential environmental risk is the possibility of fuel leakage from generators that may seep into the ground at cause a negative impact of the surrounding environment. To combat this, drip trays and spill kits can be provided, that will intercept the leaking fuel and not allow it to negatively affect the environment. Also, if underground services for example, sewage pipes are not redirected during drilling operations and are ruptured by the drill, this could cause waste to seep into the surroundings, damaging the nearby environment. In order to prevent this from occurring, it is important that all underground services (and over ground services such as power lines) are redirected as necessary so as not to interfere with the drilling operation.

For showing the positions of piles, rebar shall be staked into the ground and there are various aspects to be taken into consideration in terms of health and safety during their installation. Exposed rebar pose a major risk for personnel as they can cause severe injury (puncture, wound) if workers are operating around them. To prevent this, exposed rebar should be covered with a rebar cap, and barricades should be set up to restrict access to areas with protruding rebar. Rebar can also represent a tripping hazard which could cause severe injury. In this circumstance, it is advised to clearly mark dangerous, exposed rebar so that it can be avoided by workers, and ensure that rebar storage and housekeeping is adequate.

In terms of equipment and vehicle safety at piling operations, it is important that all vehicles and lifting equipment are maintained and checked to be in good working order. This includes making sure vehicles have audible reversing warning signals, checking the lifting equipment and load capacities of cranes and hoists, as well as ensuring that cranes are only used by trained and authorized personnel. In terms of rigging, shackles should be inspected for their condition and capacity as well as textile slings which also need to be checked and inspected for damage. Also, all equipment and vehicles should be kept secure when not being used as if they are used incorrectly this could result in serious injury. Therefore a lock out/tag out

KMP - Method Statement Site Briefing Sheet			
Title:	Cast In-Situ Pile		
Parent MS Number:	25600-000-ST-020-0002		



Process and Procedure

- This work includes the construction of bored piles of diameter 1200mm for the foundations of bridges, viaducts, piled retaining walls, slope consolidation works etc. along the alignment.
- In order to prepare an adequate working platform, the work site is leveled to support heavy drilling rigs, concrete pumps, truck mixers etc. as well as an appropriate surface drainage system for continuous usability of the platform.
- Pile locations are staked out with markers and are checked during the insertion of the temporary casing which is inserted by rotary. If it is in the correct position, boring is started, if not the casing is pulled out and its exact location found.
- Boring is then performed with augers and/or buckets down to the required depth attached to hydraulic drilling rigs.
- Reinforcement pile cages (prepared at rebar yard) are transported and lowered slowly into the borehole either using a crane or a pile rig in order to avoid deformation and damage.
- Concrete will then be transported and placed by tremie pipe in a single continuous operation to avoid segregation.

Specific Requirements

- Before working at site all personnel should receive BEGP Environmental Safety & Health Induction,
- The following is the minimum Personal Protective Equipment (PPE) that must be worn by all personnel on site (Hard Hat, Safety Glasses, Steel Toe Capped Boots, Harness, High Visibility Vests and Gloves). Additional PPE may be required and will be identified through task specific risk assessments.
- Heavy machinery is operating at site. All personnel should be aware of their surroundings,
- Person and equipment should be kept apart where possible by using barricades and signage,
- Measures should be taken to ensure that all elevations are barricaded to eliminate the risk of persons falling from height.
- A trained and component Flag man should be in place to assist, guide and direct equipment,
- Equipment should be in good condition and have an appropriate inspection tag visible as having been inspected by the equipment department.
- Ensure work areas and access/egress to/from work areas are illuminated sufficiently during night shifts.
- When working with concrete, ensure the necessary additional PPE (face mask) is worn in order to prevent inhalation, and that care is taken to avoid contact with the skin and/or eyes.
- Ensure that concrete from mixer trucks is washed out correctly in the designated wash out area.

RISK ASSESSMENT

25839-000-HS-081-0004



REVIEW #	REVISION DATE	INVESTIGATION DATE	ACTIVITY	DEVELOPED	SECTION	APPROVED BY
1		18-Mar-14	Cast In-Situ Piling Operations	OAGATAY YAZICI / ESKİŞ	All Sections	JIVA Hi

Potential Hazards / Conditions to be Considered

Excavation	X	Explosives		Fire Risk	X	Hot Works	X	Other Workers	X	Fumes/Dust/Vapors	
Demolition		Confined Spaces	X	Water/Spash Hazard	X	Lifting Gear	X	Overhead Power		Falls of ground (pits)	X
Power Equipment	X	Working at/Access Ladders	X	Flames	X	Scaffolds	X	Piling & Lifting	X	Noise/Dust	X
Lifting operations	X	Blasting/Grinding	X	Lights	X	Training Requirements	X	Working Alone		Fuel Supplies	X
Scaffold / Temporary Structures	X	Working/Access Restrictions in height		Extreme Conditions	X	Health Hazards/Issues		Maintenance		Working Near Water/Wet Areas	
Portable Lighting	X	Hot Works	X	Working at Height	X	Environmental	X	Commissioning	X	Other	

WHO IS AT RISK?

Employees	X	Sub-Contractors	X	Adjacent subcontractors		Visitors		(Pregnant/Elderly/Kids with disability)		Other	

#	Activity	Risk: Person(s) Affected	Risk: Severity	Risk: Probability	Risk: Rating	Control Measures	Residual Risk: Person(s) Affected	Residual Risk: Severity	Residual Risk: Probability	Residual Risk: Rating	Additional Risk: Person(s) Affected	Additional Risk: Severity	Additional Risk: Probability	Additional Risk: Rating	Risk Status: Acceptable Y/N	Risk Status: Action Required	Risk Status: Responsible Person(s)	Risk Status: Risk Reduction Implemented
1	Piling Operations, Pinch Points/Shear Points	5	4			1.) Personnel are instructed not to stand between fixed equipment and piles whilst they are being lifted into position 2.) Banksman to guide crane operator and rigger 3.) Areas of danger where piles are being lifted will be barricaded and kept secure	5	1	5					CP 250		Supervisor,Foreman,Worker	
2	Equipment, Electricity-Electric shocks	4	3	3	3	1.) Equipment will be properly earthed and cables will be lifted of the ground so not acting as a trip hazard or laying in water. Wooden floors will be used where possible. 2.) Equipment will be inspected daily and will be colour coded every 3 months to demonstrate full inspection has taken place. 3.) Equipment will be bunded against water, rain and snow.	4	1		3	1	3	4	1	4	CP 209		Supervisor,Foreman,Worker	
3	Stating out Pile Locations, Rebar which is bent into ground to indicate pile locations are protruding and exposed-Puncture of the skin	4	3			1.) All protruding rebar will be covered with a rebar cap. In addition barricades will be used to restrict access in areas with protruding rebar. Also PPE will be worn at all times when on site to protect body and eyes. 2.) Good housekeeping and supervision of rebar stockpile to reduce number of rebar tripping hazards. 3.) Barricades will be installed to restrict access to such areas. Also any rebar which could be a potential tripping hazard will be clearly marked with safety tape.	4	1	4	4	1	4	4	1	4	CP 235		Supervisor,Foreman,Worker	
4	Maintenance and Security of Equipment/ Materials; Equipment may require extra procedures in order to function safely, improper or unauthorised use of piling machine, Poor housekeeping and storage of materials	3	2	6	4	3	3	3	9	1.) Make sure drip trays/trays are used to pick up any spilling fuel from machinery and disposal of the fuel. Make sure all flammable materials are far enough away from machinery that poses risk. 2.) Employ a lock out/tag out system where materials and equipment are secured through the use of a padlock, and are then unable to be used unless by authorised personnel. 3.) Ensure materials are given particular stockpiles and are kept in order. Move any unused material out of pedestrian paths to avoid tripping and designate areas for certain materials. Train personnel on potential effects of poor organisation of working areas.	3	1	3	4	1	3	3	1	3			Supervisor,Foreman,Worker	
5	Excavation Work; Falls from ground level	4	4					4	3	1.) If excavation work is done, it is important to ensure that the excavation area is barricaded so that personnel and public know that it is there. It should also be covered in order to stop people falling in. 2.) If excavation work is done under poor lighting conditions ensure that the excavation is covered and it is lit so that it can be seen.	4	1	4				4	1	4	CP 210		Supervisor,Foreman,Worker	

		Hazard			Environment			Property				Hazard			Environment			Property					
6	Night Work; Moving Heavy Equipment (Backing Up); Trips or falls	5	4					5	2		1.) All persons on site are to wear reflective PPE vest / jacket. 2.) All vehicles on site must have head lamps turned on in hours of darkness. 3.) Mobile light towers will be used to illuminate areas where work at night is taking place	5	1	5				5	1	5	CP 229 CP 235	Vehicle Safety mangement	Supervisor,Foreman,Worker
7	Worker Well Being; Cold Temperatures, Hot Temperatures, Use of alcohol or drugs during working process Dehydration, Sun stroke	1	1		3	2		1	1		1.) Personnel should wear warm and dry clothing and have a warm and dry place to have their break times. 2.) Wear clothing which protects from the sun and sun screen. Sufficient water will be available to all persons at their work location. 3.) If worker is taking a medication that could affect his working ability he must to report to his supervisor Safety Department are checking randomly the workers and are requesting blood and breath sample	1	1	1	3	1		3	1				Supervisor,Foreman,Worker
8	Concrete wash out pool; Environmental implications	3	2	6	4	3		3	3	9	1.) Wash out pools will be provided at casting locations and drivers must use them. Assessing to environmental guidelines, the contents to emptied and disposed of correctly. 2.) Edge protection is to be installed, maintained and inspected. Signage to be in place, ensuring personnel know that the wash out pool is there.	3	1	3	4	1	4	3	1	3			Supervisor,Foreman,Worker
9	Installation of rebar;;Protruding rebar-Puncture of the skin	4	4					1	1	1	1.) All protruding rebar will be covered with a rebar cap. In addition barricades will be used to restrict access to areas with protruding rebar. Also PPE will be worn at all times when on site to protect body and eyes. 2.) Barricades will be installed to restrict access to such areas. Also any rebar which could be a potential tripping hazard will be clearly marked with safety tape. 3.) Rebar cage checked for defects at welded points 4.) Casing must be attached properly to the crane 5.) No standing under the load	4	1	4				3	1	3			Supervisor,Foreman,Worker
10	Work causing dust/ extreme noise; Silicosis, Ear damage	3	3	9	3	3	9				1.) Masks will be worn when dust is present, which could include various activities (sanding, cutting, grinding etc.) MSDS can also be used in such instances. 2.) All workers should wear the necessary PPE (safety glasses) in order to protect the eyes. 3.) Necessary PPE (ear protection) must be worn and provided at all times for activities exposing workers to loud noise.	3	1	3	3	1	3						Supervisor,Foreman,Worker
11	Moving Vehicles; Moving Heavy Equipment (Backing Up); Struck By - Caught In/Under/Between	5	3					5	3		1.) All the trucks are equipped with reversing alarms and reversing lights which will be kept in operable condition. 2.) Avoid walking behind a piece of heavy equipment that is backing up. You could trip and fall into the reversing path. 3.) The truck drivers will pay more attention while backing up. The operator will make sure that the rear-view mirrors are in good condition, clean and adjusted. 4.) Personnel will not stand between a truck and other static objects that could put him/her in the line of fire or pinch points. 5.) Only authorized driver will drive vehicles. 6.) A banksman will be in place in quote trailer and other equipment into the required location.	5	1	5				3	1	3		Vehicle Safety Management	Supervisor,Foreman,Worker
12	Tick Bite; Ticks Can bite bare skin	4	1	4							1.) Trousers and not shorts must be worn at site .	4	1										Supervisor,Foreman,Worker
13	Snake Bite; Snakes on the area	1	1								1.) Care should be taken. Anti-venom should be placed at regular intervals along the alignment with people trained on how to provide it to the patient.	1	1	1									Supervisor,Foreman,Worker
14	Access; Access between areas can be poor	4	1								1.) Access equipment and structures should be assembled (such as ladders, temporary stairs etc.) which makes access easier.	4	1										Supervisor,Foreman,Worker
15	Vibration exposure	3	3	9	2	1		2	3	6	1.) Individuals undertake Audiometric testing 2.) Noise monitoring and Risk assessment completed for works area and lead on site 3.) Adequate hearing protection in place and worn by individuals 4.) Health surveillance and monitoring in place	3	1	3	3	1	3	3	2	6	CP 235		Supervisor,Foreman,Worker

16	Vibratory pile hammers	3	3	9				4	3		1.) Individual operating the remote is within direct visual contact with signal person 2.) Hydraulic hoses are in good condition 3.) Lifting equipment is inspected (colour coded) and checked before use	3	1	3				4	1	4	CP 226		Supervisor,Foreman,Worker
17	Collapse of excavation during pile driving	3	3	9				3	2	6	1.) Spotter must be monitoring ground movements, in the event of unexpected movement all works must cease and the area must be evacuated 2.) Check for change in groundwater levels 3) Suitable location identified for discharge of pumped water	3	1	3				3	1	3	CP 226		Supervisor,Foreman,Worker
18	Contamination/ground/Health damage	3	2	6	4	2	8				1.) Continually monitor by sight and smell 2.) If suspected all works must cease 3.) Suitable protective clothing/washhanging and washing facilities available	3	1	3	4	1	4				CP 226		Supervisor,Foreman,Worker
19	Leaving casing in ground	3	2	6				3	3	9	1.) If man entry is required a JHA must be completed and submitted for approval to the ESSH department.	3	1	3				3	1	3	CP 226		Supervisor,Foreman,Worker
20	Borehole uncovered	4	3								1.) Borehole must be adequately screened and not left open (especially overnight) 2.) Barricades and signs in place warning others 3.) No materials placed on top of the cover	4	1	4							CP 226		Supervisor,Foreman,Worker
21	Removal of spoil by use of excavator	3	3	9				4	3		1.) Ensure nobody is within close proximity to excavator whilst removal of spoil is undertaken Only trained and competent excavator operator undertaking task 2.) Spoil must not be stored no more than 1 metre high and in a designated area, 1.5 metres away from the edge of the excavation	3	1	3				4	1	4	CP 233		Supervisor,Foreman,Worker
22	Buried Services Damaging utilities, Electricity, Water	5	3					3	3	9	Utility plans in place and checked before breaking ground If services damaged works must stop	5	1	5				3	1	3	CP 218	Excavation and trenching	Supervisor,Foreman,Worker
23	Crane operations	5	3		2	2	4	5	3		1.) Only trained and competent individuals operate the crane in accordance with SO 22 Crane Risk Assessment 2.) Daily check(s) completed before undertaking works 3.) Barricades and signs in place	5	1	5	2	1	2				CP 223	Rigging training	Supervisor,Foreman,Worker
24	Hot Works	5	3		2	2	4	5	3		*ONLY Trained and competent individuals undertake task *Mandatory PPE worn at all times, transparent masks and gloves - Gas cylinders must be visually checked - Hand tools must be inspected daily and coded monthly - Over 600°C material must not be touched - Fire extinguishers must kept available to prevent any potential fire - Hot works permit (valid for 1 month) must be kept in the place of the hot works	5	1	5	2	1	2						Supervisor,Foreman,Worker
25	Concreting: Concrete contains materials that can be hazardous to personal health. Concreting over open form	4	1	4	1	1	1	1	1	1	PPE (including long sleeves, trousers, waterproof boots and gloves will be worn by all personnel involved with concrete pour. Washing facilities will be available on the work location. All workers will wear safety glasses. In addition a face visor will be worn by the concrete pump operator and by any personnel working in the vicinity of the concrete discharge point. Waste will be taken when concrete skips are removed. Skin could be during pouring, casting or grinding activities. Barrels and all removed bags will be stored in a secure and segregated area. MSDS will be used. The wash material from must be covered and barricaded to ensure that workers who otherwise do not fall into the cavity and seriously injure themselves	1	1	1	1	1	1	1	1	1	CP 214		Supervisor/Foreman/Worker

RENTAL AGREEMENT

LESSEE: Suma Engineering Platform d.o.o. za uslauge Branch in Kosovo	DATE: 15/01/2018	RENTAL AGREEMENT NUMBER: 25939-EQ1-SA-SREN-00055
	LESSOR: Bechtel Enka General Partnership (BEGP)	

LESSEE and LESSOR agree as of the date above that LESSOR will rent the equipment described below to LESSEE, at the location shown below, for the compensation specified in accordance with the payment terms and subject to the TERMS AND CONDITIONS contained in this Rental Agreement. The payment shall be done as per actual working days of equipment. During the non-working days of the equipment and at the time of mobilization, demobilization and transportation of the equipment, the rent shall not be calculated.

Rental of Equipment:

LESSOR shall rent to LESSEE:

Rental of specified equipment in Appendix C1.

and such other equipment as detailed in Appendix C1 together with the accessions, accessories and replacement parts (if any) described below ("Equipment") for the performance by LESSEE to operate along the alignment of the Prishtine Hani I Elezit Motorway Project ("Work").

BECHTEL ENKA - GP REPRESENTATIVE: Fatih Kurt / Structures Manager

PROJECT: **Prishtine Hani I Elezit Motorway Project**

LOCATION: Prishtine Hani I Elezit Motorway Project

TERM:
12 (twelve) Months (the period between 30/01/2018 and 31/12/2018), the period may be extended or shorten from time to time by agreement between LESSOR and LESSEE.

COMPENSATION, TERMS OF PAYMENT AND BANKING DETAILS:

List of equipment and schedule of Rental Prices are detailed in Appendix C1.

Not to exceed value of the contract: **1,800,000.00 Euro.**
(one million eight hundred thousand euro and zero cent.)

Prices do not include V.A.T.

Accepted by LESSOR **Bechtel Enka General Partnership (BEGP)** Address :Pejton "Mujo Ulqinaku"5/9,Kat 4	Accepted by LESSEE Contact: Antonio Tomic Tel: 049 932 245 E-mail: tomic.antonio01@gmail.com
Sign: Bechtel International, Inc. Riyadh Alkhazraji– Project Manager	Sign: SUMA ENGINEERING PLATFORM D.O.O. ZA USLAUGE Branch in Kosovo - Prishtinë 1
Sign: Enka Insaat ve Sanayi A.S. Ibrahim Karaagac – Deputy Project Manager	

TERMS AND CONDITIONS

1. DEFINITIONS

"EMPLOYER" means the Ministry of Infrastructure on behalf of the Government of the Republic of Kosovo.

2. RENTAL AND PERSONNEL

2.1. LESSOR hereby leases to LESSEE, and LESSEE hereby rents from LESSOR, during the Term, the Equipment listed in Appendix C1.

2.2. If so requested by LESSEE, LESSOR shall supply personnel to operate the Equipment rented to LESSEE and shall remain employees of LESSOR at all times.

2.3. LESSEE shall instruct its personnel, when used to operate the Equipment, to use it in strict compliance with manufacturer's ratings or instructions and applicable regulations and to comply with the following specific requirements:

2.3.1. All drivers/operators shall be equipped with PPE which as minimum will consist of safety helmet, safety glasses, hi-viz vest, and safety boots. Without this PPE drivers/operators shall not be permitted to leave their vehicle cab whilst in any part of the Project jobsite.

2.3.2. Covers will be put in place over all loads.

2.3.3. Every vehicle will display in the cab a Prishtine Hani I Elezit Motorway Project sign.

2.3.4. No maintenance, particularly involving replacement of fuel or lubricants will be permitted at the roadside or on site.

2.3.5. Use of seat belts is mandatory.

2.3.6. All posted speed limits shall be strictly adhered to.

2.3.7. No rubbish is to be dropped from any vehicle.

2.3.8. Drivers/operators shall not to drive while tired and/or under influence of alcohol.

2.3.9. Drivers/operators must not engage in conversations with passengers.

2.3.10. Drivers/operators must not use their mobile telephones while driving. When a phone call has to be made, the drivers must pull off the road in a safe area and then make the call.

2.3.11. Hazard-warning lights must be used when parked on side of road.

2.3.12. Drivers/operators are to drive with both hands on the steering wheel.

2.3.13. Drivers/operators must not exceed the speed limit under any circumstance.

2.3.14. Drivers/operators must leave a safe stopping distance between their vehicle and the vehicle in front.

2.3.15. Drivers/operators must adjust driving speed according to the road conditions e.g. significantly reduce speed in the event of ice, rain, lightning, etc.

2.3.16. Drivers/operators will overtake only when it is safe to do so. They will make use of indicators to notify other drivers of intentions.

2.3.17. Drivers/operators must drive with headlights on all times.

2.3.18. Drivers/operators must have appropriate transport licenses.

2.3.19. All accidents should be reported to LESSOR immediately.

2.4. LESSEE.

2.5. In addition to first day ES&H induction training, LESSEE's driver/operator may required several other ES&H and Craft Competency Training Programme given and managed by LESSOR before commencement work on site. Detailed information on training programme and training matrix is communicated to LESSEE and which employee of LESSEE will attend to which training programs will be decided by related discipline department manager in cooperation and coordination with ES&H department. No one is allowed to commence work on site before completing all necessary and instructed trainings.

3. TRANSPORTATION OF EQUIPMENT

3.1. LESSEE is responsible for mobilization of all Equipment to its place of use at Project jobsite locations. Upon expiration of the Term or upon prior termination, LESSEE promptly shall remove the Equipment from its place of use. De mobilization is under the responsibility of LESSEE.

4. INSURANCE REQUIREMENTS

LESSEE shall carry and maintain throughout the Term Plant & Machinery insurance covering the Equipment at the Project jobsite locations.

5. PRICING AND PAYMENT

5.1. Throughout the Term, LESSEE agrees to pay rent, at the rates specified in Appendix C1, in respect of the rental of the Equipment.

5.2. Rates shown are net amounts which exclude any applicable of VAT.

5.3. LESSOR shall submit its correct invoice at the end of each calendar month to LESSEE.

5.4. LESSEE shall pay to LESSOR the amount due and payable in accordance with the terms of this Rental Agreement by the later of:

5.4.1. forty five (45) calendar days of the date of receipt by LESSEE of such invoice; and

6. TAXES

6.1. LESSEE shall be solely responsible for paying any and all applicable taxes incurred by LESSEE in connection with this Rental Agreement.

6.2. LESSOR shall incure in its invoice any tax under the laws of the Republic of Kosovo from amounts due under this Rental Agreement and LESSEE pays it the relevant tax authorities.

7. SITE CONDITIONS AND WEAR AND TEAR

7.1. LESSEE shall have the sole responsibility for the rates specified in Appendix C1 take account of, the likely extent of wear and tear to the Equipment based on the nature of the location of the Project and the general and local conditions of the terrain on which the Equipment will be used in connection with the performance of the Work.

7.2. LESSEE warrants to keep the Equipment fit and proper to accomplish the Work. LESSOR's team will make all inspections the equipment any time.

8. CONDITION, MAINTENANCE AND REPAIR

8.1. LESSEE shall keep the equipment in good operating condition and warrants that the Equipment is suitable for the purpose of performing the Work and that the Equipment will meet the requirement of all applicable laws, statutes, regulations, rules or specifications and LESSEE assumes liability for all deficiencies and other matters caused or contributed to by the Equipment.

8.2. LESSOR shall:

8.2.1. Not be responsible for the cost of repairing any damage that occurs to, or any failure of, the Equipment while it is in the possession or control of LESSEE (including its employees, agents, contractors and invitees) unless caused by the negligence of LESSEE (including its employees, agents, contractors and invitees).

8.2.2. Not be responsible for the efficiency and maximum availability of the Equipment. To this end, LESSEE will ensure that spare parts and consumables for the Equipment can be made available at all times so as to ensure that the Equipment is able to execute the Work during the Term.

If LESSEE fails to perform such repair, overhaul or maintenance of the Equipment or to have available such spare parts and consumables, then LESSOR shall be entitled to have the same otherwise performed or provided and to backcharge LESSEE for all costs and expenses associated with the same.

8.3. LESSOR is not responsible for the wear and tear of the Equipment due to its proper use during the Term.

9. INSPECTION, QUALITY SURVEILLANCE

All Equipment furnished shall at all times be subject to quality surveillance and quality audit by LESSOR or its authorised representatives who shall be afforded full and free access to all places of business of LESSEE and its lower-tier suppliers and subcontractors for such quality surveillance or audit.

10. CHANGES

LESSOR may, at any time by written change notice, make any change to the Equipment to be rented and LESSEE shall comply with such changes if LESSEE has the change equipment available. If LESSOR believes that other acts or omissions of LESSEE constitute a change to the Equipment to be rented not covered by a change notice, LESSOR must within ten (10) calendar days submit to LESSEE, in writing, a change notice request explaining in detail the basis for the request. LESSEE shall inform LESSOR as to whether it considers the relevant act or omission to be such a change and any dispute between the parties on such matter shall be determined in accordance with the INTERPRETATION AND DISPUTES paragraph.

11. SUSPENSION AND TERMINATION

11.1. LESSOR, at any time and for any reason, may suspend or terminate the rental of the Equipment, in whole or in part, by giving notice to LESSEE. In such event LESSEE shall pay LESSOR a percentage of the compensation specified in this Rental Agreement which is proportionate to the period during which Equipment was rented to the date of suspension or termination, less costs, losses and damages incurred as a result of LESSEE's default, if any, in the case of termination or suspension for LESSEE's default.

11.2. In the case of a suspension, LESSEE agrees that the Equipment can be placed by LESSOR on standby status at the Project and no payments shall be due from LESSOR to LESSEE in respect of a period of suspension. LESSEE shall be entitled to require LESSOR to agree to the resumed rental of the Equipment at any time and the terms of this Rental

Agreement shall apply to such resumed rental of Equipment. The Term shall include any period of suspension.

11.3. This paragraph sets out the sole circumstances in which this Rental Agreement can be suspended or terminated and contains the sole remedies available in the event of any such suspension or termination.

12. INDEMNITY AND HOLD HARMLESS

12.1. LESSEE hereby releases and shall indemnify, defend and hold harmless LESSOR and their subsidiaries and affiliates and the officers, agents, employees, successors and assigns and authorised representatives of all the foregoing from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature whether arising before or after completion of the Work 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 LESSEE, its lower tier suppliers and subcontractors or of anyone acting under its direction or control or on its behalf in connection with or incidental to the performance of this Rental Agreement. LESSEE's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of fault or negligence, whether active or passive, or strict liability of LESSEE to fullest extent permitted by law, but in no event shall they apply to liability caused by the wilful misconduct or gross negligence of LESSEE.

12.2. LESSEE hereby acknowledges and agrees that LESSOR shall at no time be liable to LESSEE for any indirect, incidental or consequential damages, costs, losses, expenses or other similar relief of any nature whatsoever and shall not be liable to LESSOR for lost profits, lost revenues, lost goodwill, lost use of the Equipment, lost opportunity, down time costs or the cost of obtaining or maintaining financing by reason of a breach or default on the part of LESSEE under or in connection with this agreement.

12.3. LESSOR further acknowledges that LESSEE has agreed to rent the Equipment based on the understanding that LESSEE shall not incur liability to LESSOR on any basis or theory or for any cause in excess of the value of this Rental Agreement to LESSOR. For this reason, LESSEE, for itself and its successors and permitted assigns, and for all other persons or entities claiming through or under LESSEE, hereby fully and forever remises, releases and discharges LESSOR of and from any and all claims, demands, actions, causes of action or proceedings of any nature or kind, whether accrued or not accrued, known or unknown, fixed, contingent or otherwise (each a "Claim"), which LESSEE now has, may now have, has had or may at any time hereafter have against LESSOR, its successors or assigns, resulting from, arising out of or relating to this Rental Agreement, any present or future breach or default hereof but only to the extent any such Claim or Claims, whether individually or in the aggregate, exceed the aggregate amount of all rental payments that have been made by LESSEE to LESSOR under this Rental Agreement as at the time of the event(s) or circumstance(s) giving rise to such Claim(s). In the event LESSEE or such other persons or entities, whether individually or in the aggregate, shall at any time recover damages from LESSOR or its successor or assign in excess of such rental payments actually received on account of any one or more Claims, LESSEE hereby agrees to reimburse LESSOR for all such excess damages upon LESSOR's written demand.

12.4. The remedies available to LESSOR as provided for in this clause 12 (subject to the limitations hereof) constitute LESSEE's sole liability and LESSOR's sole and exclusive remedy by reason of or in connection with this Rental Agreement, the performance of LESSOR's obligations hereunder and any and all other remedies are hereby disclaimed and released by LESSEE.

12.5. The parties intend that the limitation on liability, releases, indemnities and exclusive remedy provisions expressed in this Rental Agreement shall apply regardless of cause or theory alleged, whether negligence, strict liability, breach of contract, or otherwise of LESSOR and shall extend to the benefit of LESSOR's related and affiliated

companies, LESSOR's subcontractors and suppliers and its and their respective directors, officers, employees and agents.

12.6. The provisions of these paragraphs shall survive the expiration or termination of this Rental Agreement for any reason.

13. BACKCHARGES

13.1. If LESSEE is notified by LESSOR that the operating condition of the Equipment has caused or contributed to nonconforming Work, LESSEE may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming Work done using the Equipment by the most expeditious means available

13.2. The cost of backcharge work to LESSEE shall include but shall not be limited to:

13.2.1. Incurred labour costs including all payroll additives;

13.2.2. Incurred net delivered material costs;

13.2.3. Incurred lower-tier supplier, sub rental agreement and LESSOR costs, directly related to performing the corrective action;

13.2.4. Equipment, machinery and tool rentals at prevailing rates in the area of the Project.

13.3. The backcharge notice will request LESSOR's concurrence for LESSEE to proceed with the required work. However, failure of LESSEE to grant such concurrence shall not impair LESSOR's right to proceed with work under this or any other provision of this Rental Agreement. LESSOR shall separately invoice or deduct from payments otherwise due to LESSEE the costs as provided herein. LESSOR's right to backcharge is in addition to any and all other rights and remedies provided in this Rental Agreement or at law. The performance of backcharge work by LESSOR shall not relieve LESSEE of any of its responsibilities under this Rental Agreement including, but not limited to, express or implied warranties, specified standards for quality, contractual liabilities and indemnifications.

14. AUTHORISED REPRESENTATIVES

LESSOR shall designate in writing an authorised representative acceptable to LESSEE to represent and act for LESSOR and shall specify any and all limitations of such representative's authority. LESSEE shall designate in writing a fully authorised representative to act on its behalf in connection with this Rental Agreement. The duties of LESSEE's representative include testing and examining the Equipment.

15. PUBLICITY AND ADVERTISING

Neither LESSEE nor its lower tier suppliers and subcontractors shall make any announcement, take any photographs, or release any information concerning this Rental Agreement, or the Project, or any part thereof to any other person, including without limitation, any member of the public, press, business entity, or any official body unless prior written consent is obtained from LESSOR.

16. NOTICES

Any notices provided in relation to this Rental Agreement shall be in writing and in the English language.

17. ENTIRE AGREEMENT

This Rental Agreement sets forth the entire agreement between the parties regarding the rental of the Equipment and supersedes all other representations or agreements that may have been made or reached in relation thereto.

18. LAWS AND REGULATIONS

This Rental Agreement shall be construed, interpreted and take effect in accordance with the Laws of England and Wales. All mandatory applicable laws, ordinances, statutes, rules or regulations of Kosovo that are in effect at the time of the rental of the Equipment, shall apply to LESSOR and LESSEE.

19. INTERPRETATION AND DISPUTES

Any and all disputes and differences between the parties which arise out of or in connection with this Rental Agreement or its interpretation, operation, breach, termination or cancellation shall be settled by means of negotiations between the parties. If agreement cannot be reached by such negotiations, all such disputes and differences 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 a submittal to arbitration, the dispute shall be finally settled by international arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. The number of arbitrators shall be three. Each party shall appoint one arbitrator and the arbitrators so appointed shall agree upon the identity of the third arbitrator. Where the party appointed arbitrators cannot agree on the identity of the third arbitrator, the third arbitrator shall be appointed by the President of the International Chamber of Commerce. The substantive law of England shall be applicable. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be in Paris, France. 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.

While awaiting resolution of any dispute, LESSEE shall proceed in accordance with the determinations, instructions and clarifications of LESSOR.

APPENDIX C-1 - LIST OF EQUIPMENT PROVIDED BY CONTRACTOR AND SCHEDULE OF RENTAL PRICES

No	Description	Lease Price (eur/month)
1	Acer Hydraulic T-Beam	4,250.00
2	Piling Rig BG20	9,800.00
3	Piling Rig BG24	13,600.00
4	Piling Equipment Set	1,950.00
5	100D Water Pump	255.00
6	Generator QAS 20	325.00
7	Generator QAS 30	380.00
8	Generator QAS 30	380.00
9	Generator QAS 60	515.00
10	Generator QAS 85	625.00
11	Generator QAS 85	625.00
12	Mobile Crane 110t	16,500.00
13	Light Tower	195.00
14	Mobile crane 100t	13,500.00
15	Mobile crane 80t	12,000.00
16	Tower Crane 112	3,280.00
17	Tower Crane 112	3,280.00
18	Truck Tractor	1,850.00
19	Truck Tractor	2,150.00
20	Formwork and Scaffolding Sets	37,000.00
21	Crawler Crane 643R	12,000.00
22	Crawler Crane 5550	25,000.00
23	Crawler Crane 613R	10,500.00
24	Crawler Crane 633R	11,000.00
25	Mobile Crane 60t	7,000.00
26	Mobile crane 160t	25,600.00
27	Tower Cranes Acessories	2,880.00
28	Beam Trailer	3,200.00
29	Beam Trailer	3,400.00
30	Mini Excavator	5,250.00
31	Mini Excavator	5,500.00
32	Water Pump 60 S	220.00
33	Water Pump 60 S	220.00
34	Water Pump 60 S	220.00
35	Water Pump 60 S	220.00
36	Water Pump 40 S	160.00
37	Water Pump 40 S	160.00
38	Water Pump 40 S	160.00
39	Water Pump 40 S	160.00
40	Air Compressor	525.60
41	Mini Excavator	5,350.00

SETTLEMENT AGREEMENT

Today, on the 10 September 2017 the following Parties:

BECHTEL ENKA – GP Kosovo, hereinafter referred to as "**BEGP**", a general partnership organized and existing under the laws of the Republic of Kosovo, incorporated as a legal entity on 14 April 2010 with Business No: 70658755, with legal seat in Mujo Ulqinaku 5/9, 4th floor, Pejton Area, Pristina, Kosovo, acting through its duly authorized managers **Mr. Riyadh Alkhazraji,** holder of the United Kingdom Passport No. 508445531, and **Mr. Ibrahim Karaagac** holder of Republic of Turkey Passport No. U 10891011 with full legal capacity to act on behalf of BEGP;

and,

Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo, hereinafter referred to as "**SUMA**", a company organized and existing under the laws of the Republic of Kosovo, incorporated as a legal entity on 10/10/2016 with Business No: 71326675, with legal seat in Kalabria, Blloku C1, oB.2 Nr. 23, Pristina, Kosovo, acting through its duly authorized manager **Mr. Antonio Tomic**, holder of Republic of Croatia Passport No. 222938305 with full legal capacity to act on behalf of SUMA;

whereas:

A. BEGP is the contractor of the public contract for design and construction of Route 6 Prishtine – Hani i Elezit Motorway Project (the "Project");

B. Effective 22 December 2016, BEGP entered into an agreement with SUMA for engineering, procurement and construction of the Bridge No. 063 of the Project (the "Subcontract");

C. During the performance of the Subcontract, BEGP suspended all Bridge No. 063 works (the "Suspension");

D. Effective 10 October 2017, the scope of the Subcontract is amended through Subcontract Amendment No. 01 to engineering, procurement and construction of the Bridge No. 403 of the Route 6 Prishtine – Hani i Elezit Motorway Project (the "Project")

E. BEGP, on 05 September 2017 stated its intention to award procurement and construction of B402 and B405 Bridges to a joint venture where SUMA is present, with reference number 25939-000-T-BESC-04468;

F. The Parties agree to settle any and all matters, cost impacts, claims, disputes and / or losses including without limitation loss of profits or anticipated profits arising in connection with the Suspension (together the "Losses"), whether past, present or future, on the terms set out in this Settlement Agreement;

hereby agree as follows:

1. SUMA acknowledges that it has no rights against BEGP in respect of the Losses, whether past, present or future, and acknowledges that BEGP has no obligations to SUMA other than those set out in this Settlement Agreement.

2. BEGP agrees to pay to SUMA on a goodwill basis and without admission of any liability or SUMA's entitlement, a total amount of EUR 50,000 (fifty thousand Euros) in full and final settlement of the Losses and any and all other matters, whether past, present or future. This amount shall be paid to SUMA within thirty (30) days from the execution of this Settlement Agreement in a single instalment to the bank account No. **1501090003837490** at the **Raiffeisen Bank / Kosovo** in the name of **Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo with authorized person Antonio Tomic.**

3. The Losses shall be considered completely and definitely settled pursuant to the applicable laws of Kosovo and any other foreign jurisdictions. As such, SUMA shall not have entitlement of any form in relation to the Losses.

4. SUMA declares and undertakes to waive and discontinue any and all compensatory claims, whether past, present or future, howsoever arising and whether known or unknown, that it has or may have against BEGP, in respect of the Losses, including but not limited to initiation of any administrative procedure before the international or domestic authorities and / or courts.

5. If, in breach of his obligations under paragraph 4 above, SUMA makes any claim in any type of legal proceedings, including but not limited to litigation or arbitration, against BEGP in respect of the Losses on any other matter, whether past, present or future, SUMA shall indemnify BEGP in respect of any and all amounts for which it may be liable to SUMA in respect of such claim.

6. This Settlement Agreement enters into force on the date of its signing by both Parties.

7. Except where disclosure is required by law or statute or mandatory order of any competent body or to the relevant party's auditors, accountants or other advisers, the terms and conditions of this Settlement Agreement shall be kept confidential and shall not be divulged or communicated to any third party.

8. This Settlement Agreement shall be governed by, construed and take effect in accordance with the laws of the Republic of Kosovo. Any dispute under or in connection with this Settlement Agreement shall be finally settled by competent courts of Republic of Kosovo.

9. In witness whereof, this Settlement Agreement has been signed in two (2) original documents, both in English language, each Party retaining one (1) original copy.

BECHTEL ENKA – GP

Ibrahim Karaagac

Deputy Project Manager

BECHTEL ENKA GP Tel. +386(0)43772 555 (066) Tel. +386(0)43772 888 (099) 2 Rruga Ulpiana 5/9, Room 4 PRISHTINË-KOSOVË

Riyadh Alkhazraji

Project Manager

Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo

Antonio Tomic

SUMA ENGINEERING PLATFORM BRANCH IN KOSOVO

Suma Engineering Platform d.o.o.
Branch in Kosovo
Kalabria, Biloku C1, oB.2 Nr.
Pristina / Kosovo

28 Aug 2017
25939-000-T-BESC-04457

Subcontract No: 25939-ST1-SA-SOSC-00040 – Engineer, Procure and Construct (EPC) Subcontract for Bridge No 063

Subject: Subcontract Amendment, Notice to Proceed

Mr. Antonio Tomic,

This letter constitutes Bechtel Enka General Partnership (BEGP)'s conditional acceptance of Suma Engineering Platform d.o.o. Branch in Kosovo's offer for de-scoping Bridge 063 and award of design and construction of Bridge B403.

An amendment to the Subcontract No. 25939-ST1-SA-SOSC-00040 shall be mutually signed to reflect this scope change into the Subcontract following the mutual agreement of non-commercial terms.

Value of the amended Subcontract shall be 5,311,399.13 Euro (five million, three hundred eleven thousand, three hundred ninety nine Euro and thirteen cents). The award is based upon the requirements, terms and conditions of BEGP and is conditional on final signature of updated Contract Documents to that affect.

You are authorized to proceed with the design, mobilization and piling activities which is conditional on successful negotiated resolution of any outstanding issues and final signature of updated Subcontract Documents to that affect.

The commencement date of the Work shall be 30th of August 2017 and all performance securities, insurance certificates and pre-mobilization requirements must be satisfied in support of the Work.

Proceeding with the Work shall be deemed acceptance of the terms of this award. Please promptly return this letter, signed by your authorized representative. Countersignature below shall constitute acknowledgment and acceptance of the terms contained herein and shall be a condition precedent to any payment under this subcontract.

Very truly yours,

Ibrahim Karaagac
Project Deputy Manager

Riyadh Alkhazraji
Project Manager

Acknowledged and accepted by:

Print Name: Antonio Tomic

Authorized Signature:

Print Title:

SUMA
ENGINEERING PLATFORM
BRANCH IN KOSOVO

Bechtel ENKA GP
Pejton "Mujo Ulqinaku" 5/9, 4th Floor
Prishtina, Kosovo

SETTLEMENT AGREEMENT

Today, on the 10 September 2017 the following Parties:

BECHTEL ENKA – GP Kosovo, hereinafter referred to as "**BEGP**", a general partnership organized and existing under the laws of the Republic of Kosovo, incorporated as a legal entity on 14 April 2010 with Business No: 70658755, with legal seat in Mujo Ulqinaku 5/9, 4th floor, Pejton Area, Pristina, Kosovo, acting through its duly authorized managers **Mr. Riyadh Alkhazraji,** holder of the United Kingdom Passport No. 508445531, and **Mr. Ibrahim Karaagac** holder of Republic of Turkey Passport No. U 10891011 with full legal capacity to act on behalf of BEGP;

and,

Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo, hereinafter referred to as "**SUMA**", a company organized and existing under the laws of the Republic of Kosovo, incorporated as a legal entity on 10/10/2016 with Business No: 71326675, with legal seat in Kalabria, Blloku C1, oB.2 Nr. 23, Pristina, Kosovo, acting through its duly authorized manager **Mr. Antonio Tomic**, holder of Republic of Croatia Passport No. 222938305 with full legal capacity to act on behalf of SUMA;

whereas:

A. BEGP is the contractor of the public contract for design and construction of Route 6 Prishtine – Hani i Elezit Motorway Project (the "Project");

B. Effective 22 December 2016, BEGP entered into an agreement with SUMA for engineering, procurement and construction of the Bridge No. 063 of the Project (the "Subcontract");

C. During the performance of the Subcontract, BEGP suspended all Bridge No. 063 works (the "Suspension");

D. Effective 10 October 2017, the scope of the Subcontract is amended through Subcontract Amendment No. 01 to engineering, procurement and construction of the Bridge No. 403 of the Route 6 Prishtine – Hani i Elezit Motorway Project (the "Project")

E. BEGP, on 05 September 2017 stated its intention to award procurement and construction of B402 and B405 Bridges to a joint venture where SUMA is present, with reference number 25939-000-T-BESC-04468;

F. The Parties agree to settle any and all matters, cost impacts, claims, disputes and / or losses including without limitation loss of profits or anticipated profits arising in connection with the Suspension (together the "Losses"), whether past, present or future, on the terms set out in this Settlement Agreement;

hereby agree as follows:

1. SUMA acknowledges that it has no rights against BEGP in respect of the Losses, whether past, present or future, and acknowledges that BEGP has no obligations to SUMA other than those set out in this Settlement Agreement.

2. BEGP agrees to pay to SUMA on a goodwill basis and without admission of any liability or SUMA's entitlement, a total amount of EUR 50,000 (fifty thousand Euros) in full and final settlement of the Losses and any and all other matters, whether past, present or future. This amount shall be paid to SUMA within thirty (30) days from the execution of this Settlement Agreement in a single instalment to the bank account No. **1501090003837490** at the **Raiffeisen Bank / Kosovo** in the name of **Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo with authorized person Antonio Tomic.**

3. The Losses shall be considered completely and definitely settled pursuant to the applicable laws of Kosovo and any other foreign jurisdictions. As such, SUMA shall not have entitlement of any form in relation to the Losses.

4. SUMA declares and undertakes to waive and discontinue any and all compensatory claims, whether past, present or future, howsoever arising and whether known or unknown, that it has or may have against BEGP, in respect of the Losses, including but not limited to initiation of any administrative procedure before the international or domestic authorities and / or courts.

5. If, in breach of his obligations under paragraph 4 above, SUMA makes any claim in any type of legal proceedings, including but not limited to litigation or arbitration, against BEGP in respect of the Losses on any other matter, whether past, present or future, SUMA shall indemnify BEGP in respect of any and all amounts for which it may be liable to SUMA in respect of such claim.

6. This Settlement Agreement enters into force on the date of its signing by both Parties.

7. Except where disclosure is required by law or statute or mandatory order of any competent body or to the relevant party's auditors, accountants or other advisers, the terms and conditions of this Settlement Agreement shall be kept confidential and shall not be divulged or communicated to any third party.

8. This Settlement Agreement shall be governed by, construed and take effect in accordance with the laws of the Republic of Kosovo. Any dispute under or in connection with this Settlement Agreement shall be finally settled by competent courts of Republic of Kosovo.

9. In witness whereof, this Settlement Agreement has been signed in two (2) original documents, both in English language, each Party retaining one (1) original copy.

BECHTEL ENKA – GP

Ibrahim Karaagac

Deputy Project Manager

BECHTEL ENKA GP Tel. +386(0)43772 555 (066) Tel. +386(0)43772 888 (099) 2 Rruga Ulpiana 5/9, Room 4 PRISHTINË-KOSOVË

Riyadh Alkhazraji

Project Manager

Suma Engineering Platform d.o.o. za uslauge – Branch in Kosovo

Antonio Tomic

SUMA ENGINEERING PLATFORM BRANCH IN KOSOVO