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CONFIDENTIAL

CONTRACT NO. EUCOM/#69487

by and between the

GOLDEN WEST HUMANITARIAN FOUNDATION

and

PRESTIGIU-AZ

for

ENGINEERING SERVICES AT THE MOLDOVA AMMUNITION &
EXPLOSIVES STORAGE AREAS, FLORESTI AND CAHUL

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CONTRACT NO. EUCOM/69487

This Contract is made this 15th day of October in the year 2021 by and between the **Golden West Humanitarian Foundation** (hereinafter referred to as the "Owner"), having its principal office at 6355 Topanga Canyon Blvd, Suite 517, Woodland Hills, CA 91367, United States of America, and **Prestigiu-AZ** (hereinafter referred to as the "Contractor"), a corporation incorporated under the laws of the state of Moldova having a principal place of business at Chisinau, Moldova.

WHEREAS the Owner is desirous that certain works should be executed by Contractor, viz Reconstruction of The Moldova Ammunition and Explosives Storage Areas, Floresti and Cahul, Moldova and has accepted an offer by the Contractor for the execution and completion of such services.

NOW IT IS HEREBY AGREED:

ARTICLE 1. CONTRACT DOCUMENTS AND SCOPE OF WORK

1.1 The Contract Documents shall consist of:

- (a) This Contract;
- (b) SOW & Price Schedule as detailed in Annex A
- (c) Time and Materials Breakdown in Annex B
- (d) Technical Drawings relating to the construction work in Annex C

1.2 Contractor shall perform all the construction and services required by, reasonably implied by, and reasonably inferable from the Contract Documents, including but not limited to all labor, materials, equipment, services, construction management and coordination of project requirements provided or to be provided by the Contractor to fulfill Contractor's obligations under the Contract Documents (collectively referred to herein as the "Work").

ARTICLE 2. DEFINITIONS

2.1 The following terms, whenever used in this Contract, shall have the following meaning:

- (a) "Chief Finance Officer" means the Chief of Finance, Golden West Humanitarian Foundation.
- (b) "Contract" means this Contract between the Owner and the Contractor.
- (c) "Contract Price" means the sum to be paid Contractor for the performance of the Work, as such sum may be adjusted pursuant to the terms of the Contract Documents.
- (d) "Contractor" means the company, consulting firm, or individual who has contracted with the Owner to perform the Work.
- (e) "Contractor Representative" or "CR" shall mean the official of the Contractor referred to in Article 4 (Contract Administration) of this Contract.
- (f) "Force Majeure Event" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure Events shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's consultants, agents or employees; (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time this contract was entered into; and (B) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under this Contract, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.
- (g) "Owner" means the **Golden West Humanitarian Foundation**, headquartered in 6355 Topanga Canyon Blvd, Suite 517, Woodland Hills, CA 91367, United States of America.
- (h) "Owner's Project Manager" or "Owner's PM" shall mean the official of the Owner referred to in Article 4 (Contract Administration) of this Contract.
- (i) "Subcontract" means any agreement by Contractor with any contractor, vendor, supplier, consultant, or

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- other entity or person to furnish or perform a portion of the Work, as well as any agreements between a Subcontractor and its lower tier contractors, vendors, suppliers, consultants, or other entities or persons.
- (j) "Subcontractor" means any person or entity that has entered into a Subcontract to furnish or perform any part of the Work.
 - (k) "Substantial Completion" or "Substantially Complete" shall have the meanings set forth in Article 9 (Substantial Completion) of this Contract.
 - (l) "Work" shall have the meaning set forth in Article 1 (Contract Documents and Scope of Work) above.

ARTICLE 3. SIGNATURE REQUIRED

3.01 This Contract shall not become binding unless and until signed by the Purchaser's Authorized Representative and the Contractor's Authorized Representative.

ARTICLE 4. CONTRACT ADMINISTRATION

4.1 Owner designates **Mr. Andrew Jackson** as the Owner's Project Manager (Owner's PM) for this Contract who shall monitor administration and completion of the Contract according to its terms and conditions as described below:

- (a) The Owner's PM will be the Owner's authorized representative during construction and shall be responsible for the coordination of activities between the Owner and the Contractor under this Contract.
- (b) The Owner's PM will visit the site at such intervals as are appropriate to the stage of construction to become familiar generally with the progress and quality of the completed Work so as to enable him/her to determine in general if the Contractor is performing the Work in such a manner that, when completed, will be in accordance with the Contract Documents.
- (c) The Owner's PM will receive all communications of whatever nature which the Contractor is obligated to submit to the Owner under this Contract, including but not limited to changes to the Contract Documents involving the quality level, Statement of Work, price, rates, delivery and/or completion dates/schedules, Subcontractor, or key personnel changes.
- (d) The Owner's PM also is responsible for receiving and approving the Contractor's invoices for payment and accepting the Work and/or deliverables on behalf of the Owner.
- (e) The Owner's PM's responsibilities include but are not limited to receiving and approving the Contractor's invoices for payment and accepting the Work and/or deliverables on behalf of the Owner. The Owner's PM may request a change; however, the Owner's PM does not have the authority to issue a change to the Contract Price, Scheduled Substantial Completion Date, or rates. Such changes must be made in accordance with Article 10 (Changes and Modifications).

4.2 Contractor designates **Elena Bumbac-Ciobanu** as the Contractor's Representative (CR) who shall be responsible for the coordination of all Contract activities between the Owner and the Contractor under this Contract. In this capacity, his/her responsibilities include but are not limited to daily supervision and oversight of the Work and all communications between the Contractor and the Owner. The CR has the authority to agree to a change to the Work, Contract Price, Scheduled Substantial Completion Date, and rates.

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ARTICLE 5. CONTRACTOR'S RESPONSIBILITY

5.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

5.2 Contractor shall be responsible to the Owner for acts and omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

5.3 Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work.

5.4 Where applicable, Contractor shall preserve and protect all vegetation (trees, shrubs, plantings), removing only such vegetation as authorized and/or directed by the Owner (as specified in the Contract Documents). Contractor shall take precautions, as needed, to avoid damaging existing utilities, facilities and improvements.

5.5 Contractor shall provide continuous on-site supervision during the entire construction period.

ARTICLE 7. CONTRACT PRICE

7.1 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and remedying of defects therein the Firm Fixed Price Contract Price of **USD 584,106** (Five Hundred and Eighty-Four Thousand and One Hundred and Six United States Dollars) or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

ARTICLE 8. PROGRESS PAYMENTS

8.1 Contractor shall be paid 33% of the Contract Price as mobilization payment upon signing of the Contract and submission to the Owner of: (a) acceptable insurance certificates, as required by Article 16 (Insurance). The mobilization payment shall amount to USD 192,753.00 (One Hundred and Ninety-Two Thousand Seven Hundred and Fifty-Three United States Dollars).

8.2 Payment of invoices to the contractor will be a minimum of 45 days from receipt of the invoice by the Chief Finance Officer (CFO), Golden West Humanitarian Foundation.

8.3 Based upon invoices submitted by Contractor on the last day of the month, the Owner shall make progress payments on account of the Contract Price to Contractor as provided in the Contract Documents for the milestones ending as following:

(a) A minimum of forty-five (45) days following the completion of approximately 50% of the total construction, a progress payment of USD 192,753.00 (One Hundred and Ninety-Two Thousand Seven Hundred and Fifty-Three United States Dollars), shall be paid. The Owners PM shall determine what constitutes approximately 50% of the total construction in consultation with the Contractor.

(b) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred (100) percent of the Contract Price, less such amounts as the Owner's PM shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, shall be paid.

8.4 Application for payment should be presented in a format approved by the Owner's PM in support of the milestones achieved. Such application may not include requests for payment of amount Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.

8.5 Owner shall have the right to deduct from any application for payment monies accruing for liquidated damages, as well as any other monetary claim that the Owner has against Contractor.

Contractor shall submit invoices to the Chief Finance Officer (CFO), Golden West Humanitarian Foundation. Email: mike.trocino@goldenwesthf.org with a duplicate to the Owner's PM. Email: andy.jackson@goldenwesthf.org

8.6 Invoices, in duplicate, shall contain the following information:

(a) Contract No. EUCOM/#69487

(b) Work activity presented in accordance with the approved format.

(c) Payment advice, including wire transfer information

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8.7 Each invoice shall be accompanied by such data as the Owner may require to substantiate Contractor's right to payment, such as copies of invoices and requisitions from Subcontractors.

8.8 Contractor warrants that title to all Contract Deliverables covered by an invoice will pass to the Owner on the earlier of incorporation into the Project or the time of payment. Contractor further warrants that it shall bear the risk of loss or damage of the Work at all times prior to Substantial Completion. Contractor shall represent and warrant in all invoices that all completed Contract Deliverables shall be free and clear of all liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.9 The Owner is immune from the payment of import duties, sales, use and excise taxes and the Moldova Ministry of Defence shall provide the Contractor with evidence of such tax exemption certification upon request. Contractor authorizes the Owner to deduct from any invoice presented in connection with this Contract any allocation for duties or taxes, without prior notice to Contractor and without cost to the Owner. Payment of such corrected invoiced amount shall constitute full payment by the Owner.

8.10 Points of contact for Tax exemption shall be: Lt. Col. Grigore Rata grigore.rata@army.md

8.11 Contractor and all Subcontractor(s) shall use reasonable efforts to ensure that funds paid to Contractor and Subcontractor(s) by the Purchaser are not used to finance, support or conduct terrorism.

ARTICLE 9. SUBSTANTIAL COMPLETION

9.1 Contractor shall commence performance of the Work under this Contract by **the date of this signed contract** ("Contract Commencement Date") and Substantially Complete the Work no later than **31 July 2023** ("Scheduled Substantial Completion Date"), as such date may be extended pursuant to the terms of the Contract Documents. Substantial Completion is the stage in the progress of the Work when there is sufficient completion to allow beneficial use by the Owner. The Owner's occupancy or use of any portion of the Work or Work site shall not constitute the Owner's acceptance of any Work which is not in accordance with the requirements of the Contract Documents, nor relieve Contractor from: (a) its obligation to complete the Work; (b) responsibility for loss or damage due to or arising out of defects in, or malfunctioning of the Work; nor (c) from any other unfulfilled obligations or responsibilities under the Contract Documents.

9.2 Within ten (10) calendar days after the Contract Commencement Date, Contractor shall provide a detailed schedule of Work to the Owner's PM for review and acceptance, in writing.

ARTICLE 10. CHANGES AND MODIFICATIONS

10.1 The Owner may, at any time and without notice to the sureties (if any), by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes in:

- (a) the Specifications, including plans, drawings and designs;
- (b) the method or manner of performance of the Work;
- (c) the Owner furnished facilities, equipment, materials, services or site;
- (d) directing acceleration in the performance of the Work;
- (e) the method of shipping or packing; or
- (f) the date or place of delivery, performance or completion.

10.2 If Contractor receives any other written or oral order from the Owner's staff, representatives, Project Office or Owner's Project Manager (which includes instruction, interpretation, or determination) that Contractor believes causes a change or that otherwise may impact the Contract Price or Scheduled Substantial Completion Date, Contractor must give the Owner written notice within seven (7) business days of such written or oral order stating

- (a) the date, circumstance and source of the change; and
- (b) that the Contractor regards the order as a change to the Contract. The Chief, Corporate Procurement Unit, shall respond in writing to Contractor's notice in a timely manner. It is expressly understood that, except as provided in this Section, no order, statement or conduct of the Owner staff or its representatives shall be a change to this Contract or entitle Contractor to an equitable adjustment in the Contract Price or Scheduled Substantial Completion Date. The failure to comply with the seven (7) day notice above shall be a waiver of Contractor's right to claim an equitable adjustment.

10.3 If any change under this Article causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Chief, Corporate Procurement Unit shall make an equitable adjustment in the Contract Price and/or Scheduled Substantial Completion Date and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment in the Contract Price shall be made for any costs incurred more than seven (7) days before Contractor gives written notice as required in Section 10.02 above. In the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by Contractor in an attempt to comply with the defective specifications.

10.4 Within thirty (30) days of the earlier of: (a) receipt of the Owner's written response to the notice under Section 10.02 above; or (b) receipt of the Procurement Representative's determination based upon Contractor's notification under Section 10.02 above, Contractor must submit a written statement describing a detailed description of the changes and the amount of any claimed impact to adjustment of the Contract Price and/or Scheduled Substantial Completion Date. Contractor may include this statement in its notice under Section 10.02 above. However, no adjustment for any change under Section 10.02 above shall be made for any costs incurred more than seven (7) days before Contractor gives written notice as required. Failure to submit such a statement within the thirty (30) day limit specified herein shall be deemed a waiver of the Contractor's right to an equitable adjustment. No proposal by Contractor for equitable adjustment shall be allowed if asserted after final payment under this Contract.

10.5 The failure of Owner and Contractor to agree to any adjustment hereunder, including any claims as to the entitlement of an adjustment, or any disputed amount of the increase in the Contract Price or Scheduled Substantial Completion Date, shall be a dispute to be resolved in accordance with Article 21 (Disputes). Unless directed otherwise by Owner, Contractor shall have the duty to diligently proceed with the Work in accordance with Owner's instructions pending the resolution of the dispute, and nothing in these Contract Documents shall excuse Contractor from proceeding diligently with the Contract.

ARTICLE 11. TIME EXTENSIONS AND LIQUIDATED DAMAGES

11.1 If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Scheduled Substantial Completion Date shall be reasonably extended provided, however, that Contractor can demonstrate that: (a) such events have or will delay the critical path and the Scheduled Substantial Completion Date; (b) it has complied with the notice and submission requirements set forth in Section 11.02 below; and (c) Contractor, in view of all the circumstances, has exercised reasonable efforts to avoid and mitigate the delay. By way of example, events that will entitle Contractor to such an extension include acts or omissions of Owner or anyone under Owner's control, changes in the Work, and Force Majeure Events.

11.2 Contractor shall, within seven (7) calendar days after encountering the above events which cause delay to the Work, submit to the Owner in writing a notification describing such events in reasonable detail, as well as the nature and cause of the event and its expected duration and impact on the performance of the Contract. Contractor shall, within fourteen (14) calendar days of the preceding notification, provide Owner with a time impact analysis to establish the specific basis for its request for time extension to the Scheduled Substantial Completion Date, as well as evidence supporting any claimed increase in the Contract Price arising from the event. Failure by Contractor to comply with these requirements shall constitute a waiver by Contractor of any claim.

11.3 Contractor expressly waives its right to recover any damages for delay to the Scheduled Substantial Completion Date caused by any Force Majeure Event, with the understanding that its sole remedy shall be an extension of the Scheduled Substantial Completion Date.

11.4 If Contractor fails to achieve Substantial Completion on or before the Scheduled Substantial Completion Date, the actual damage to the Owner will be difficult or impossible to determine. Therefore, in lieu of actual damages, Contractor shall pay to the Owner fixed liquidated damages, for each calendar day of delay beyond the Scheduled Substantial Completion Date, the sum of USD 500.00 per day so delayed subject to maximum limit of USD 25,000.00 or 50 days beyond the date for Substantial Completion. Owner shall have the right to set-off such liquidated damages from any payments due, or that may become due, to Contractor hereunder.

ARTICLE 13. FINAL INSPECTION

13.1 When all of the Work is complete, Contractor shall notify the Owner in writing so that the Owner may conduct a final inspection and, if required, prepare a punch list stating all deficient items which are to be corrected

promptly by the Contractor.

13.2 The Owner will conduct its final inspection within a reasonable time after notification by Contractor. A punch list will be prepared as a result of such final inspection, the Owner shall provide to Contractor in a timely manner two (2) copies of the punch list.

13.3 Contractor, at its sole cost and expense, will correct all punch list items, return one copy of the punch list with corrections initialed, and contact the Owner when ready for re-inspection. The Owner shall notify Contractor of the re-inspection date. The Owner will not consider the Work eligible for acceptance and final payment until all punch list items have been corrected and approved by the Owner.

ARTICLE 14. FINAL PAYMENT

14.1 Final payment shall be paid by the Owner to Contractor when the Work has been fully completed and finally inspected, the Contract fully performed, a final invoice has been approved by the Owner's PM, and Contractor has submitted to the Owner each of the following: (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied; (b) consent of surety, if any, to final payment; (c) all Drawings, approved Shop Drawings, Product Data and Samples required by this Contract to be delivered by Contractor to the Owner; and (d) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be required by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all costs and attorney's fees.

ARTICLE 15. WARRANTY

15.1 Contractor warrants that the Work:

- (a) is in conformance with the requirements of the Contract Documents;
- (b) is of good quality and new, unless otherwise required or permitted by the Contract Documents;
- (c) is free of any defect in equipment, material, or design furnished, or workmanship, whether performed by Contractor or any Subcontractor; and
- (d) is in accordance with all construction principles, practices and methods generally accepted as standards of the industry for projects similar in nature, size and complexity to this Project.

15.2 If required by the Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in performance of the Work.

15.3 Work not conforming to the warranty set forth in Section 15.01 above, including substitutions not properly approved and authorized by the Owner, may be considered defective by the Owner. In such case, the Owner has the right to reject the materials or equipment or to terminate the Contract for default and without prejudice to any other rights the Owner may have arising from such breach. Alternatively, the Owner may allow Contractor to repair, replace or rework the non-conforming Work at the Owner's option, or to retain the Work in accordance Section 15.13 below. In such event, the Owner's continued use shall not be deemed a waiver of Contractor's breach of warranty.

15.4 If, during the period of one (1) year from the date of Substantial Completion of the Work, or, if the Owner takes possession of any part of the Work prior to Substantial Completion, for the period of one (1) year from the date the Owner takes possession, any Work is found to be in violation of the above-referenced warranty or otherwise defective, Contractor shall remedy, at Contractor's expense, any such violation or defect. In addition, Contractor shall remedy at Contractor's expenses any damage to the Owner owned or controlled real or personal property when that damage is the result of:

- (a) Contractor's failure to conform to the requirements of the Contract Documents; or
- (b) Any defect of equipment, material, workmanship or design furnished.

15.5 Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. For any Work so remedied or corrected by Contractor, Contractor agrees that its obligation to remedy and correct shall be extended for one (1) year from the date of repair or replacement.

15.6 The Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

15.7 If Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.

15.8 With respect to all warranties, express or implied, from Subcontractors for Work performed and furnished under this Contract, Contractor shall:

- (a) Obtain all warranties that would be given in normal commercial practice;
- (b) Require all warranties be executed, in writing, for the benefit of the Owner, if so directed in this Contract or by the Owner; and
- (c) Enforce all warranties for the benefit of the Owner, if so directed by the Owner.

15.9 The Owner may directly enforce any Subcontractor's warranty, including bringing suit against the Subcontractor.

15.10 Unless a defect is caused by the negligence of Contractor or a Subcontractor, Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner or for the repair of any damage that result from any defect in Owner-furnished material or design.

15.11 The warranties and rights under this Article shall not limit the Owner's rights under Article 13 (Final Inspection) with respect to latent defects, gross mistakes, or fraud.

15.12 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Article relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

15.13 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 16. INSURANCE

During the term of this Contract, Contractor agrees to secure and maintain in effect, at its own expense, the following minimum insurances.

- 1) Provide **Workers Compensation Coverage** and **Employer's Liability Coverage** per Moldovan Law.
- 2) Provide **Commercial General Liability Coverage** (aka Public Liability Coverage) for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

This General Liability Policy should be endorsed to list the following companies as Additional Insured:

- Golden West Humanitarian Foundation, 6355 Topanga Canyon Bl, #517, Woodland Hills, CA 91367 USA
- PAE Government Services Inc, 1320 N. Courthouse Road, Suite 700, Arlington, VA 22201 USA

- 3) Provide **Commercial Automobile Liability Coverage** for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage liability.

This Commercial Automobile Policy should be endorsed to list the following companies as Additional Insured:

- Golden West Humanitarian Foundation, 6355 Topanga Canyon Bl, #517, Woodland Hills, CA 91367 USA
- PAE Government Services Inc, 1320 N. Courthouse Road, Suite 700, Arlington, VA 22201 USA

Contractor shall provide the Owner with certificates of insurance for these coverages within seven (7) calendar days of

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performed by Contractor prior to the effective date of termination, provided, however, that such payment shall not exceed the total Contract Price after adjustment to account for the price associated with Work not performed. Contractor will also be paid for demobilization costs, termination penalties, and other reasonable wind-down expenses, provided, however, that all such costs, penalties and expenses shall have been unavoidable, actually incurred by Contractor, and directly related to the termination. Contractor shall not be allowed, and expressly waives, payment for profit on Work which was not performed as of the termination date. Under no circumstances shall Contractor be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination for convenience.

ARTICLE 20: TERMINATION FOR DEFAULT

20.1 If Contractor materially fails to prosecute the Work in accordance with the Project schedule or in the manner required by the Contract Documents, or if the Work does not conform, in all respects, to the requirements of the Contract Documents, or Contractor becomes insolvent or unable to meet its payment obligations when due, or breaches any other material obligation of the Contract Documents, the Owner will give Contractor written notice describing the reasons for default and a reasonable opportunity to cure.

20.2 If the Contractor does not cure the default within the period specified, the Owner may, without prejudice to any other rights available to it by law, terminate the Contract for default by written notice, specifying the reason for the default, the portion(s) of the Contract defaulted and the effective date of default.

20.3 Notwithstanding anything herein to the contrary, Owner shall have the right, in its sole discretion, to terminate the Contract for default if Contractor is in breach of any provision of Article 29 (Procurement Integrity), and Owner shall have the right to do so without giving Contractor an opportunity to cure. If Contractor is identified on any terrorist sanctions list recognized by the Owner, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this Contract shall be subject to immediate termination for default upon written or oral notice to the Contractor. In such case all funds paid to the Contractor shall be returned to the Owner.

20.4 In addition to any other remedy available to the Owner, if, as a result of Contractor's default, the Owner re-procures all or any part of the Work, Contractor shall be liable for all excess costs of re-procurement, including but not limited to reasonable attorneys' fees.

20.5 If Owner fails to pay undisputed amounts owed to Contractor within forty-five (45) days of the date such payment is due under this Contract, and then fails to make such payment within five (5) days following Contractor's delivery to Owner of a written notice of such nonpayment, Contractor shall have the following remedies, which remedies are exclusive:

- (a) Contractor shall be entitled to suspend the Work after delivery of a written notice to Owner. If Contractor claims that the suspension has affected the cost or time of performance, it shall follow the processes set forth in Article 18 (Suspension of Work).
- (b) Contractor shall be entitled to terminate this Contract for default if a suspension for nonpayment continues for more than one hundred eighty (180) consecutive days. The termination shall become effective if, after such 180-day period, Owner fails to cure the nonpayment within twenty (20) days of its receipt of a written notice from Contractor of its intent to terminate. Upon such termination, Contractor shall be entitled to the payment set forth in Article 18 (Suspension of Work). Under no circumstances shall Contractor be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination for default.

ARTICLE 21: DISPUTES

21.1 Any dispute or difference arising out of, or in connection with, this Contract or the breach thereof which cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the UNCITRAL Arbitration Rules then in effect. The arbitration shall take place in the City of Los Angeles. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy.

21.2 In resolving a dispute hereunder, the parties agree that the Contract will be interpreted in accordance with the substantive laws of the City of Los Angeles.

21.3 Pending final resolution of any claim, dispute or action arising under or related to this Contract, Contractor shall, if requested by the Purchaser, proceed diligently with the performance of this Contract.

ARTICLE 22. CONSEQUENTIAL DAMAGES

22.1 Notwithstanding any other provision of the Contract, in no event shall either Contractor or Owner be liable to the other party for indirect, incidental, special, punitive or consequential damages of any nature, including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such damages is known at the time of the execution of this Contract.

22.2 The exclusion of consequential damages set forth in Section 22.01 above shall not exclude or affect: (a) Contractor's obligation to pay liquidated damages in accordance with Article 11 (Time Extensions and Liquidated Damages); (b) Contractor's liability for fraud or intentional misconduct; or (c) Contractor's liability for its indemnity obligations in accordance with Article 17 (Indemnification).

ARTICLE 23. SAFETY

23.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract to prevent damage, injury and loss to employees, other persons and the Work. Contractor shall designate someone within its organization to oversee all safety aspects of the Work.

23.2 Contractor agrees to:

- (a) furnish machinery, tools, supplies and equipment that meet with all applicable safety standards;
- (b) require all Contractor personnel and Subcontractors to comply with all applicable safety rules, including those specified by Contractor and the Moldova Ministry of Defence;
- (c) secure all flammables at the close of each workday in nonflammable containers in designated storage areas provided by the Moldova Ministry of Defence; and
- (d) ensure that its work areas assigned by the Moldova Ministry of Defence to the Contractor are cleaned daily and remain free of hazards.

23.3 Contractor shall comply with applicable local laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety or the protection from damage, injury or loss of persons and property.

23.4 In the event Owner determines that Contractor is in violation of its safety obligations hereunder, Owner shall have the right to direct Contractor to immediately stop the Work and correct the violation, and Contractor shall comply with such directive at Contractor's sole cost and expense.

23.5 When the Work requires or involves the use/storage of explosives, other hazardous materials or unusual methods for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

23.6 If Contractor encounters material on site which it believes to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, which has not been rendered harmless, Contractor shall stop Work immediately in the area affected and report the condition to the Owner, in writing. Thereafter:

- (a) if the material is hazardous and has not been rendered harmless, Contractor may not resume Work in the affected area, except by written agreement of the Owner and Contractor; or
- (b) if the hazardous material(s) has been rendered harmless, or is determined by the Owner not to exist in the designated Work area, Contractor may resume Work in the affected area by written agreement of the Owner and Contractor.

ARTICLE 24. OWNERSHIP RIGHTS AND OWNER PROPERTY

24.1 All Owner property, including but not limited to equipment, facilities, fixtures, drawings, patterns, molds, jigs, research, writings, data in any format (including electronic), or other information furnished to Contractor by the Owner / Ministry of Defence, Moldova for use in the performance of this Contract, shall at all times be the property of the Owner / Ministry of Defence Moldova. Upon completion, termination or expiration of this Contract, or at such other times as the Owner may direct, Contractor will return to the Owner all such property, at Contractor's expense.

24.2 All drawings and designs are the property of the Moldova Ministry of Defence at the time they are submitted to the Owner & contractor for use.

24.3 On signing of this contract, the design will be available to **Prestigiu-AZ** according to the Moldova Ministry of Defence SOP for the classified information. As soon as we have the contract number, the Moldova Ministry of Defence will issue the Minister Order, where it will be defined:

- i. Who, when and how will turn over the classified design drawings to the Contractor.
- ii. Who (and how) will pay the taxes (20%). This will be the responsibility of the Moldova Ministry of Defence.
- iii. Who will give the permits for the entry of the employees to the site.
- iv. The point of contact for the progress of the project within the Moldova Ministry of Defence.

ARTICLE 25. AUDIT

25.1 As used in this Article, "Records" shall include, without limitation, books, documents, accounting records, payroll payment records, accounting policies, practices, and procedures, subcontractor files, original estimates and estimate worksheets, records relating to services or quantities delivered, hours of work performed, compliance with contract requirements, proposals, pricing of the contract, subcontract, or modifications, or any other cost, price adjustment, or extra charge claimed under the Contract, change order files, and any other records or performance reports which may have a bearing on matters associated with the Work, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

25.2 Contractor agrees to maintain, in accordance with sound and generally accepted accounting procedures and practices, Records of all direct and indirect costs and disbursements of any nature involving transactions related to this Contract or a Subcontract.

25.3 Contractor shall make its Records available at its office for examination, audit, or reproduction by Owner or Owner's designated representative, at all reasonable times until the expiration of five (5) years after the date of final payment, or for such shorter or longer period, if any, as is required by other Articles of this Contract. Owner shall have the right to examine and audit all Records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in the performance of this Contract.

25.4 If Contractor or any Subcontractor has submitted cost or pricing data in connection with this Contract, Owner or its designated representative shall have the right to examine and audit all of Contractor's and Subcontractor's Records prepared or used by Contractor and/or Subcontractor, including related computations and projections, in order to evaluate the accuracy, completeness and currency of such data.

25.5 In the event an audit determines that Owner has overpaid Contractor, Owner, in addition to any other rights it may have as a matter of law, shall have the right to: (a) deduct the amount of such overpayment from any payments due, or that may become due, to Contractor under this Contract; and/or (b) demand that Contractor reimburse Owner the amount of any such overpayment. The aforementioned rights shall also apply to any obligations Contractor owed but did not provide to its employees or Subcontractors under this Contract.

25.6 The obligations of Contractor under this Article shall be incorporated into all Subcontracts of any tier, and Owner shall have the rights to examine, audit and reproduce Records of all Subcontractors to the same extent and manner as if such Subcontractor was in privity of contract with Owner.

25.7 The failure of Contractor to comply with the requirements of this Article shall be a material breach of Contract.

ARTICLE 26. CONFIDENTIALITY

26.1 Contractor shall keep all work and services carried out hereunder for Owner entirely confidential, and not use, publish, or make known to any persons other than its personnel and Subcontractors any information, whether developed by Contractor or provided by Owner, without Owner's prior written authorization. Contractor may not publish any articles or make any presentations relating to the Contract or Work, nor shall it refer to data, information or materials generated as part of the Contract or Work, without the prior written consent of Owner. For the avoidance of doubt, Owner shall have the right, in its sole discretion, to withhold the authorizations and/or consents referred to in the preceding sentences.

26.2 The foregoing obligations shall not apply to any information that was in Contractor's possession prior to

commencement of work under this Contract, or which is or shall become available to the general public in a printed publication through no fault of the Contractor, and provided further that this obligation shall in no way limit Contractor's internal use of such work. Any public representation regarding the Owner shall be made by Owner and any requests for information concerning the Contract or Work made to Contractor by the news media, or others, shall be referred to the Owner. Information Contractor considers as proprietary or confidential, and which Contractor has marked as proprietary or confidential, will be treated by Owner in the same manner as Owner treats its own proprietary or confidential information.

26.3 Notwithstanding the provisions of this Article 26, for any contract the Owner reserves the right to publicly disclose contract award information – specifically, in relation to the Contractor, the name of the Contractor receiving the contract and its country, a brief description of the contract goods or services, and the contract award amount. Contractor's proposal and contractual documents will remain confidential and therefore not subject to disclosure.

ARTICLE 27. OWNER NAME/LOGO

27.1 Contractor may not use the Owner's name and/or logo in any manner other than as identified in Section 27.2 below without first obtaining written permission from the Owner's Chief, Corporate Procurement Unit.

27.2 Contractor may, without prior approval of the Owner, use the Owner's name among its references in its customer lists or resumes. Any other use of the Owner's name, including use of the Owner's logo or discussion of the Work performed by the Contractor for the Owner, is not authorized.

ARTICLE 28. CLOSE RELATIVES

28.1 Not applicable as part of this contract.

ARTICLE 29. PROCUREMENT INTEGRITY

29.1 Contractor agrees to adhere to the highest standards of ethical competence and integrity in the performance of this Contract, having due regard for the nature and purposes of the Owner as an international organization, and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith.

29.2 Contractor represents and warrants that it follows, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract.

29.3 Contractor acknowledges that it is aware of and will comply with the Owners policies including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies. Contractor warrants that Contractor and Contractor's employees, Subcontractors and Subcontractors' employees are in compliance with Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

29.4 Contractor and all Subcontractors shall use reasonable efforts to ensure that funds paid to Contractor and all Subcontractors by the Owner are not used to finance, support or conduct terrorism.

29.5 Contractor and Contractor's employees, Subcontractors and Subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to the Owner under this Contract.

29.6 Contractor warrants that no official of the Ministry of Defence of Moldova or its member governments has received or will be offered by Contractor any direct or indirect gifts, favors or benefit arising from this Contract or the award thereof.

29.7 The remuneration of the Contractor shall constitute the sole remuneration in connection with this Contract. The Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract, or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Subcontractors, and the employees, agents and representatives of Contractor and any Subcontractors shall not receive any such additional remuneration. Contractor shall disclose in writing, by providing Notice to Owner pursuant to Article 43 (Notices), all fees, commissions, rebates, and discounts paid or received in connection with this Contract.

29.8 Contractor agrees that, within 30 days of having reasonable grounds to believe that Contractor, Contractor's employees, Subcontractors or Subcontractors' employees have: (a) violated any applicable laws, ordinances, rules,

regulations, and lawful orders of public authorities in performing this Contract; (b) violated Owner's Vendor Integrity Policies; (c) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (d) used funds paid by the US Government to Contractor or any Subcontractors to finance, support or conduct terrorism; or (e) an actual, potential or apparent conflict of interest, Contractor will disclose in writing, by providing Notice to Owner pursuant to Article 43 (Notices), such violations, conduct, prohibited use of funds, or conflicts of interest.

29.9 Contractor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Contractor employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Owner or other proper authority information relating to a violation of Owner's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of this Contract.

29.10 Contractor agrees that Owner has a right to audit Contractor's and Subcontractor's compliance with this Article pursuant to Article 25 ("Audit") of this Contract.

29.11 Contractor agrees that a breach of this Article is a material breach of an essential term of this Contract.

ARTICLE 30. BACKGROUND INVESTIGATION

30.1 Prior to employing individuals or Subcontractors to perform services under this Contract on Ministry of Defence Moldova premises, Contractor agrees, at its own expense, to perform or cause to be performed the following background investigation, and to maintain, or cause to be maintained, the results of the investigation in its employee's and its Subcontractor's employee's file:

- (a) Criminal records search over the last seven (7) years, with such search being conducted in all jurisdictions where the individual worked and jurisdictions where the individual indicated maintaining residence; and
- (b) Employment history verification, including dates of employment performance, salary, job title, and eligibility for re-hire, etc., and work permit to ensure they are valid and issued in the corresponding name. Contractor shall represent and warrant that its employees and its Subcontractors' employees assigned to work on the Owner premises: (a) have not been convicted of a Crime during the last seven (7) years; and (b) have a valid work permit based on local law. For purposes of this Article, the term "Crime" shall mean a crime that, if committed in the country would be classified as a felony under local law. It will be necessary to re-accomplish investigations prior to requesting renewal of Owner-issued ID cards.

ARTICLE 31. ASSIGNMENT

31.1 Neither this Contract nor any duty or right under it shall be delegated, subcontracted or assigned by Contractor without the prior written consent of the Owner, except that claims for monies due or to become due under this Contract may, in accordance with Section 31.02 below, be assigned to a bank, trust company, or other financial institution, including any federal lending agency, by Contractor without such consent.

31.2 In the event that Contractor does assign any monies due or to become due to it hereunder, Contractor shall provide the Owner with two copies of each and every such assignment. Contractor also hereby agrees, notwithstanding the terms of any such assignment, that the Owner may subject any payments to an assignee to set-off or recoupment for any present or future claim or claims which the Owner may have against the Contractor. The Owner reserves the right to make direct settlements or adjustments in price or both, with Contractor under the terms of this Contract and without notice to any assignee. Contractor shall indemnify and hold harmless the Owner against any liability that may arise as a result of such assignment.

ARTICLE 32. ENVIRONMENTAL

32.1 In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, wherever possible, Contractor will perform the Work by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services. It is recognized that a cost analysis may be required in order to ensure that such products are made available at competitive prices.

ARTICLE 33. DIVERSITY

33.1 The Contractor will provide opportunities for access and growth of entities owned and controlled by minorities, women, and disabled persons with an emphasis on measurable results and continuous improvement.

ARTICLE 34. CHILD LABOR

34.1 Forced or indentured child labor means all work or service: (a) exacted from any person under the age of eighteen (18) under the menace of any penalty for its non-performance and for which the worker does not offer himself voluntarily; or (b) performed by any person under the age of eighteen (18) pursuant to a contract the enforcement of which can be accomplished by process or penalties. Contractor certifies that no forced or indentured child labor was used to mine, produce, or manufacture, in whole or in part, any end product or component, or perform any service furnished under this Contract.

ARTICLE 35. FAIR LABOR STANDARDS

35.1 Contractor shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Contractor shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

ARTICLE 36. PUBLIC HEALTH PLANS AND CONTINGENCY

36.01 In the event of a Pandemic Influenza outbreak, SARS outbreak, other biomedical emergency, or other catastrophe ("Public Health Event or Other Catastrophe"), Contractor agrees to take all reasonable measures to continue performance of the Contract with a minimum of delay, interruption or other disruption, if Owner designates this Contract as mission critical and essential to the ongoing operations of Owner. If Owner so designates this Contract, within thirty (30) days after award, Contractor will submit to Owner, for its review and approval, a contingency plan detailing how Contractor will continue performance of this Contract with a minimum of delay, interruption or other disruption in the event of a Public Health Event or Other Catastrophe. In the event of a Public Health Event or Other Catastrophe, Owner and Contractor shall immediately discuss and agree upon the measures to be taken, with the expectation that the contingency plan will be the baseline for discussions. Contractor shall be entitled to relief under Article 11 (Time Extensions and Liquidated Damages) and Article 10 (Changes and Modifications) in the event of a Public Health Event or Other Catastrophe.

ARTICLE 37. FORCE MAJEURE

37.1 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from a Force Majeure Event, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

37.2 A Party affected by a Force Majeure Event shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

37.3 A Party affected by a Force Majeure Event shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event and its expected duration and impact on the performance of this Contract, and shall similarly give notice of the restoration of normal conditions as soon as possible.

37.4 The Parties shall take all reasonable measures to minimize the consequence of any Force Majeure Event.

37.5 Any period within which a Party is required by this Contract to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure Event, provided that such Party has provided notice as required by this Article.

ARTICLE 38. SEVERABILITY

38.01 If any term or provision of this Contract shall to any extent be invalid and unenforceable, the remainder of the Contract shall be valid and shall be enforced to the extent permitted by law.

ARTICLE 39. LANGUAGE

39.01 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

ARTICLE 40. CONFLICTS OF LAW

40.01 Any provision of this Contract prohibited by the laws of any jurisdiction where Work is carried out or performed shall be ineffective within said jurisdiction, without invalidating the remaining provisions of this Contract.

ARTICLE 41. PRESERVATION OF IMMUNITIES

41.01 Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of any member of the Golden West Humanitarian Foundation, which privileges and immunities are specifically reserved.

ARTICLE 43. NOTICES

43.01 Any notice, including without limitation any notification, claim, or request for consent or authorization, required or permitted to be given under this Contract, shall be in writing addressed to the person identified below and shall be deemed to have been given if: (a) sent by registered or certified mail; or (b) transmitted by any other means if and when receipt is acknowledged by the person identified below. No authorization or consent required under this Contract shall be effective unless and until given in writing by the person identified below:

43.2 For the Owner: The Golden West Humanitarian Foundation

Address:
6355 Topanga Canyon Blvd,
Suite 517,
Woodland Hills,
CA 91367,
United States of America

43.3 For the Contractor: Prestigiu_AZ
3, Padurilor str, Tohatin
Chisinau, Moldova MD2092

ARTICLE 44. ENTIRE CONTRACT

44.01 This Contract, including the Contract Documents attached hereto and referenced herein, constitutes the entire, integrated understanding and agreement between the parties and supersedes any oral or prior written agreements with respect to the subject matter of this Contract.

IN WITNESS WHEREOF the parties have caused this Contract No. **EUCOM/#69487** to be executed.

Signatures

GOLDEN WEST HUMANITARIAN FOUNDATION

16th September 2022

PRESTIGIU-AZ

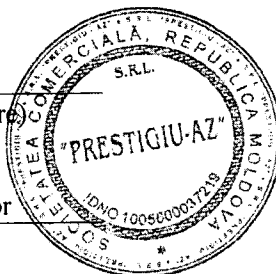
(Authorized Signature)

Sergiu Ciobanu, Director

(Name and Title)

16th September 2022

(Date)



CONTRACT NO. EUCOM/#69487 MODIFICATION "A"

This modification, made on 31 October 2022, by and between the **GOLDEN WEST HUMANITARIAN FOUNDATION**, on behalf of the United States European Command (EUCOM) HMA Program (hereafter referred to as the Owner), and **PRESTIGIU-AZ** (hereafter referred to as the contractor).

WHEREAS, the parties entered into a Contract dated 16th September 2022 whereby Contractor provides Engineering Services at the Moldova Ammunition & Explosives Storage Area, Floresti and Cahul, Moldova

WHEREAS, the parties now desire to modify this contract;

PURPOSE: To authorize additional work and increase the contract price.

1. **PURSUANT TO ARTICLE 10 CHANGES AND MODIFICATIONS**, the Owner hereby authorizes the change as detailed in the attachment to this document:
 - a. Works detailed in the attached document, of a value of **USD 95,000** (Ninety Five Thousand United States Dollars), in addition to the works requiring completion detailed in the Annex A, modified Scope of Work, of a value of **USD 679,106** (Six Hundred and Seventy Nine Thousand, One Hundred and Six United States Dollars), of the contract and,
2. **PURSUANT TO ARTICLE 7 CONTRACT PRICE**, the Owner hereby revises the total contract price excluding VAT, as follows:

*7.1 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and additional work therein the Contract Price of **USD 679,106** (Six Hundred and Seventy Nine Thousand, One Hundred and Six United States Dollars) or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

This modification shall be effective as of 31 October 2022. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be signed by their duly authorized officer(s).

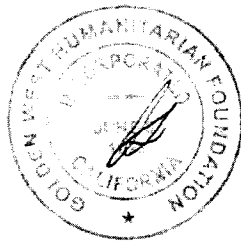
**GOLDEN
WEST**

GOLDEN WEST HUMANITARIAN FOUNDATION

PRESTIGIU_AZ

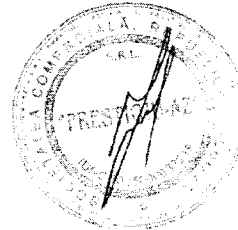
Signature

Andy Jackson
PSSM Technical Advisor



Signature

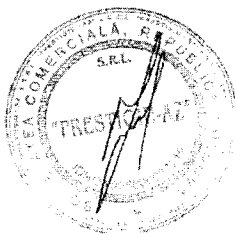
Sergiu Ciobanu
Director



Statement of Work and Price Schedule

Item	Qty	Price per Unit	Total Price
Building a traverse between ESH #1 and ESH #2, and between, ESH #2 and ESH #3 at Floresti ASA	1	\$514,581.00	\$514,581.00
Upgrading of CCTV rooms at Floresti ASA to include Internal temperature control systems and Lightning Protection System for the CCTV rooms.	1	\$2,700.00	\$2,700.00
Key Control Systems (KCS) and Personnel Access Control Systems (PACS) for Floresti ASA	1	\$400.00	\$400.00
Construction (extending) of the one-way concrete driveway around the ESH #3 at Cahul ASA; Construction of concrete pads adjacent to all ESHs: #1, #2, #3, and #4 at Cahul ASA. (The ESH-adjacent concrete pads are intended to provide sufficient space for safe maneuvering of the wheeled equipment).	1	\$63,325.00	\$63,325.00
Upgrading of CCTV rooms at Cahul ASA to include Internal temperature control systems and Lightning Protection System for the CCTV rooms.	1	\$2,700.00	\$2,700.00
Key Control Systems (KCS) and Personnel Access Control Systems (PACS) for Cahul ASA	1	\$400.00	\$400.00
Repair Roof of ESH 1, 2 and 3 at Floresti to include removing old layer, Inclined concrete Pad	1	\$95,000	\$95,000
TOTAL			\$679,106

Sergiu Ciobanu
Prestigiu-Az



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CONFIDENTIAL

CONTRACT NO. EUCOM/#67676

me 02.08.2003 ✓

by and between the

GOLDEN WEST HUMANITARIAN FOUNDATION

and

PRESTIGIU-AZ

for

**ENGINEERING SERVICES AT THE MOLDOVA AMMUNITION &
EXPLOSIVES STORAGE AREAS, FLORESTI AND CAHUL**

CONFIDENTIAL

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CONTRACT NO. EUCOM/67676

This Contract is made this 15th day of October in the year 2021 by and between the **Golden West Humanitarian Foundation** (hereinafter referred to as the "Owner"), having its principal office at 6355 Topanga Canyon Blvd, Suite 517, Woodland Hills, CA 91367, United States of America, and **Prestigiu-AZ** (hereinafter referred to as the "Contractor"), a corporation incorporated under the laws of the state of Moldova having a principal place of business at Chisinau, Moldova.

WHEREAS the Owner is desirous that certain works should be executed by Contractor, viz Reconstruction of The Moldova Ammunition and Explosives Storage Areas, Floresti and Cahul, Moldova and has accepted an offer by the Contractor for the execution and completion of such services.

NOW IT IS HEREBY AGREED:

ARTICLE 1. CONTRACT DOCUMENTS AND SCOPE OF WORK

1.1 The Contract Documents shall consist of:

- (a) This Contract;
- (b) SOW & Price Schedule as detailed in Annex A
- (c) Time and Materials Breakdown in Annex B
- (d) Technical Drawings relating to the construction work in Annex C

1.2 Contractor shall perform all the construction and services required by, reasonably implied by, and reasonably inferable from the Contract Documents, including but not limited to all labor, materials, equipment, services, construction management and coordination of project requirements provided or to be provided by the Contractor to fulfill Contractor's obligations under the Contract Documents (collectively referred to herein as the "Work").

ARTICLE 2. DEFINITIONS

2.1 The following terms, whenever used in this Contract, shall have the following meaning:

- (a) "Chief Finance Officer" means the Chief of Finance, Golden West Humanitarian Foundation.
- (b) "Contract" means this Contract between the Owner and the Contractor.
- (c) "Contract Price" means the sum to be paid Contractor for the performance of the Work, as such sum may be adjusted pursuant to the terms of the Contract Documents.
- (d) "Contractor" means the company, consulting firm, or individual who has contracted with the Owner to perform the Work.
- (e) "Contractor Representative" or "CR" shall mean the official of the Contractor referred to in Article 4 (Contract Administration) of this Contract.
- (f) "Force Majeure Event" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other exceptionally adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial actions are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies. Force Majeure Events shall not be deemed to include: (i) any event which is caused by the negligence or intentional action of a Party or such Party's consultants, agents or employees; (ii) any event which a diligent Party could reasonably have been expected to both: (A) take into account at the time this contract was entered into; and (B) avoid or overcome in the carrying out of its obligations hereunder; or (iii) the insufficiency of funds, inability to make any payment required under this Contract, or any economic conditions, including but not limited to inflation, price escalations, or labor availability.
- (g) "Owner" means the **Golden West Humanitarian Foundation**, headquartered in 6355 Topanga Canyon Blvd, Suite 517, Woodland Hills, CA 91367, United States of America.
- (h) "Owner's Project Manager" or "Owner's PM" shall mean the official of the Owner referred to in Article 4 (Contract Administration) of this Contract.
- (i) "Subcontract" means any agreement by Contractor with any contractor, vendor, supplier, consultant, or

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other entity or person to furnish or perform a portion of the Work, as well as any agreements between a Subcontractor and its lower tier contractors, vendors, suppliers, consultants, or other entities or persons.

- (j) "Subcontractor" means any person or entity that has entered into a Subcontract to furnish or perform any part of the Work.
- (k) "Substantial Completion" or "Substantially Complete" shall have the meanings set forth in Article 9 (Substantial Completion) of this Contract.
- (l) "Work" shall have the meaning set forth in Article 1 (Contract Documents and Scope of Work) above.

ARTICLE 3. SIGNATURE REQUIRED

3.01 This Contract shall not become binding unless and until signed by the Purchaser's Authorized Representative and the Contractor's Authorized Representative.

ARTICLE 4. CONTRACT ADMINISTRATION

4.1 Owner designates **Mr. Andrew Jackson** as the Owner's Project Manager (Owner's PM) for this Contract who shall monitor administration and completion of the Contract according to its terms and conditions as described below:

- (a) The Owner's PM will be the Owner's authorized representative during construction and shall be responsible for the coordination of activities between the Owner and the Contractor under this Contract.
- (b) The Owner's PM will visit the site at such intervals as are appropriate to the stage of construction to become familiar generally with the progress and quality of the completed Work so as to enable him/her to determine in general if the Contractor is performing the Work in such a manner that, when completed, will be in accordance with the Contract Documents.
- (c) The Owner's PM will receive all communications of whatever nature which the Contractor is obligated to submit to the Owner under this Contract, including but not limited to changes to the Contract Documents involving the quality level, Statement of Work, price, rates, delivery and/or completion dates/schedules, Subcontractor, or key personnel changes.
- (d) The Owner's PM also is responsible for receiving and approving the Contractor's invoices for payment and accepting the Work and/or deliverables on behalf of the Owner.
- (e) The Owner's PM's responsibilities include but are not limited to receiving and approving the Contractor's invoices for payment, and accepting the Work and/or deliverables on behalf of the Owner. The Owner's PM may request a change; however, the Owner's PM does not have the authority to issue a change to the Contract Price, Scheduled Substantial Completion Date, or rates. Such changes must be made in accordance with Article 10 (Changes and Modifications).

4.2 Contractor designates **Elena Bumbac-Ciobanu** as the Contractor's Representative (CR) who shall be responsible for the coordination of all Contract activities between the Owner and the Contractor under this Contract. In this capacity, his/her responsibilities include but are not limited to daily supervision and oversight of the Work and all communications between the Contractor and the Owner. The CR has the authority to agree to a change to the Work, Contract Price, Scheduled Substantial Completion Date, and rates.

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ARTICLE 5. CONTRACTOR'S RESPONSIBILITY

- 5.1 Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.
- 5.2 Contractor shall be responsible to the Owner for acts and omissions of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.
- 5.3 Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work.
- 5.4 Where applicable, Contractor shall preserve and protect all vegetation (trees, shrubs, plantings), removing only such vegetation as authorized and/or directed by the Owner (as specified in the Contract Documents). Contractor shall take precautions, as needed, to avoid damaging existing utilities, facilities and improvements.
- 5.5 Contractor shall provide continuous on-site supervision during the entire construction period.

ARTICLE 7. CONTRACT PRICE

7.1 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and remedying of defects therein the Firm Fixed Price Contract Price of **USD 348,900** (Three Hundred and Forty Eight Thousand and Nine Hundred United States Dollars) or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

ARTICLE 8. PROGRESS PAYMENTS

- 8.1 Contractor shall be paid 33% of the Contract Price as mobilization payment upon signing of the Contract and submission to the Owner of: (a) acceptable insurance certificates, as required by Article 16 (Insurance). The mobilization payment shall amount to USD 115,137 (One Hundred and Fifteen Thousand and One Hundred and Thirty-Seven United States Dollars)
- 8.2 Payment of invoices to the contractor will be a minimum of 45 days from receipt of the invoice by the Chief Finance Officer (CFO), Golden West Humanitarian Foundation.
- 8.3 Based upon invoices submitted by Contractor on the last day of the month, the Owner shall make progress payments on account of the Contract Price to Contractor as provided in the Contract Documents for the milestones ending as following:
- (a) A minimum of forty-five (45) days following the completion of approximately 50% of the total construction, a progress payment of USD 115,137 (One Hundred and Fifteen Thousand and One Hundred and Thirty-Seven United States Dollars), shall be paid. The Owners PM shall determine what constitutes approximately 50% of the total construction in consultation with the Contractor.
 - (b) Upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to one hundred (100) percent of the Contract Price, less such amounts as the Owner's PM shall determine for all incomplete Work and unsettled claims as provided in the Contract Documents, shall be paid.
- 8.4 Application for payment should be presented in a format approved by the Owner's PM in support of the milestones achieved. Such application may not include requests for payment of amount Contractor does not intend to pay to a Subcontractor because of a dispute or other reason.
- 8.5 Owner shall have the right to deduct from any application for payment monies accruing for liquidated damages, as well as any other monetary claim that the Owner has against Contractor.
- Contractor shall submit invoices to the Chief Finance Officer (CFO), Golden West Humanitarian Foundation. Email: mike.trocino@goldenwesthf.org with a duplicate to the Owner's PM. Email: andy.jackson@goldenwesthf.org
- 8.6 Invoices, in duplicate, shall contain the following information:
- (a) Contract No. EUCOM/#67676
 - (b) Work activity presented in accordance with the approved format.
 - (c) Payment advice, including wire transfer information

8.7 Each invoice shall be accompanied by such data as the Owner may require to substantiate Contractor's right to payment, such as copies of invoices and requisitions from Subcontractors.

8.8 Contractor warrants that title to all Contract Deliverables covered by an invoice will pass to the Owner on the earlier of incorporation into the Project or the time of payment. Contractor further warrants that it shall bear the risk of loss or damage of the Work at all times prior to Substantial Completion. Contractor shall represent and warrant in all invoices that all completed Contract Deliverables shall be free and clear of all liens, claims, security interests or encumbrances in favor of Contractor, subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.9 The Owner is immune from the payment of import duties, sales, use and excise taxes and the Moldova Ministry of Defence shall provide the Contractor with evidence of such tax exemption certification upon request. Contractor authorizes the Owner to deduct from any invoice presented in connection with this Contract any allocation for duties or taxes, without prior notice to Contractor and without cost to the Owner. Payment of such corrected invoiced amount shall constitute full payment by the Owner.

8.10 Points of contact for Tax exemption shall be: Lt. Col. Grigore Rata grigore.rata@army.md

8.11 Contractor and all Subcontractor(s) shall use reasonable efforts to ensure that funds paid to Contractor and Subcontractor(s) by the Purchaser are not used to finance, support or conduct terrorism.

ARTICLE 9. SUBSTANTIAL COMPLETION

9.1 Contractor shall commence performance of the Work under this Contract by **the date of this signed contract** ("Contract Commencement Date") and Substantially Complete the Work no later than **31 July 2023** ("Scheduled Substantial Completion Date"), as such date may be extended pursuant to the terms of the Contract Documents. Substantial Completion is the stage in the progress of the Work when there is sufficient completion to allow beneficial use by the Owner. The Owner's occupancy or use of any portion of the Work or Work site shall not constitute the Owner's acceptance of any Work which is not in accordance with the requirements of the Contract Documents, nor relieve Contractor from: (a) its obligation to complete the Work; (b) responsibility for loss or damage due to or arising out of defects in, or malfunctioning of the Work; nor (c) from any other unfulfilled obligations or responsibilities under the Contract Documents.

9.2 Within ten (10) calendar days after the Contract Commencement Date, Contractor shall provide a detailed schedule of Work to the Owner's PM for review and acceptance, in writing.

ARTICLE 10. CHANGES AND MODIFICATIONS

10.1 The Owner may, at any time and without notice to the sureties (if any), by written order designated or indicated to be a change order, make changes in the Work within the general scope of the Contract, including changes in:

- (a) the Specifications, including plans, drawings and designs;
- (b) the method or manner of performance of the Work;
- (c) the Owner furnished facilities, equipment, materials, services or site;
- (d) directing acceleration in the performance of the Work;
- (e) the method of shipping or packing; or
- (f) the date or place of delivery, performance or completion.

10.2 If Contractor receives any other written or oral order from the Owner's staff, representatives, Project Office or Owner's Project Manager (which includes instruction, interpretation, or determination) that Contractor believes causes a change or that otherwise may impact the Contract Price or Scheduled Substantial Completion Date, Contractor must give the Owner written notice within seven (7) business days of such written or oral order stating

- (a) the date, circumstance and source of the change; and
- (b) that the Contractor regards the order as a change to the Contract. The Chief, Corporate Procurement Unit, shall respond in writing to Contractor's notice in a timely manner. It is expressly understood that, except as provided in this Section, no order, statement or conduct of the Owner staff or its representatives shall be a change to this Contract or entitle Contractor to an equitable adjustment in the Contract Price or Scheduled Substantial Completion Date. The failure to comply with the seven (7) day notice above shall be a waiver of Contractor's right to claim an equitable adjustment.

10.3 If any change under this Article causes an increase or decrease in Contractor's cost of, or the time required for, the performance of any part of the Work under this Contract, whether or not changed by any such order, the Chief, Corporate Procurement Unit shall make an equitable adjustment in the Contract Price and/or Scheduled Substantial Completion Date and modify the Contract in writing. However, except for an adjustment based on defective specifications, no adjustment in the Contract Price shall be made for any costs incurred more than seven (7) days before Contractor gives written notice as required in Section 10.02 above. In the case of defective specifications for which the Owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by Contractor in an attempt to comply with the defective specifications.

10.4 Within thirty (30) days of the earlier of: (a) receipt of the Owner's written response to the notice under Section 10.02 above; or (b) receipt of the Procurement Representative's determination based upon Contractor's notification under Section 10.02 above, Contractor must submit a written statement describing a detailed description of the changes and the amount of any claimed impact to adjustment of the Contract Price and/or Scheduled Substantial Completion Date. Contractor may include this statement in its notice under Section 10.02 above. However, no adjustment for any change under Section 10.02 above shall be made for any costs incurred more than seven (7) days before Contractor gives written notice as required. Failure to submit such a statement within the thirty (30) day limit specified herein shall be deemed a waiver of the Contractor's right to an equitable adjustment. No proposal by Contractor for equitable adjustment shall be allowed if asserted after final payment under this Contract.

10.5 The failure of Owner and Contractor to agree to any adjustment hereunder, including any claims as to the entitlement of an adjustment, or any disputed amount of the increase in the Contract Price or Scheduled Substantial Completion Date, shall be a dispute to be resolved in accordance with Article 21 (Disputes). Unless directed otherwise by Owner, Contractor shall have the duty to diligently proceed with the Work in accordance with Owner's instructions pending the resolution of the dispute, and nothing in these Contract Documents shall excuse Contractor from proceeding diligently with the Contract.

ARTICLE 11. TIME EXTENSIONS AND LIQUIDATED DAMAGES

11.1 If Contractor is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Contractor is responsible, the Scheduled Substantial Completion Date shall be reasonably extended provided, however, that Contractor can demonstrate that: (a) such events have or will delay the critical path and the Scheduled Substantial Completion Date; (b) it has complied with the notice and submission requirements set forth in Section 11.02 below; and (c) Contractor, in view of all the circumstances, has exercised reasonable efforts to avoid and mitigate the delay. By way of example, events that will entitle Contractor to such an extension include acts or omissions of Owner or anyone under Owner's control, changes in the Work, and Force Majeure Events.

11.2 Contractor shall, within seven (7) calendar days after encountering the above events which cause delay to the Work, submit to the Owner in writing a notification describing such events in reasonable detail, as well as the nature and cause of the event and its expected duration and impact on the performance of the Contract. Contractor shall, within fourteen (14) calendar days of the preceding notification, provide Owner with a time impact analysis to establish the specific basis for its request for time extension to the Scheduled Substantial Completion Date, as well as evidence supporting any claimed increase in the Contract Price arising from the event. Failure by Contractor to comply with these requirements shall constitute a waiver by Contractor of any claim.

11.3 Contractor expressly waives its right to recover any damages for delay to the Scheduled Substantial Completion Date caused by any Force Majeure Event, with the understanding that its sole remedy shall be an extension of the Scheduled Substantial Completion Date.

11.4 If Contractor fails to achieve Substantial Completion on or before the Scheduled Substantial Completion Date, the actual damage to the Owner will be difficult or impossible to determine. Therefore, in lieu of actual damages, Contractor shall pay to the Owner fixed liquidated damages, for each calendar day of delay beyond the Scheduled Substantial Completion Date, the sum of USD 500.00 per day so delayed subject to maximum limit of USD 25,000.00 or 50 days beyond the date for Substantial Completion. Owner shall have the right to set-off such liquidated damages from any payments due, or that may become due, to Contractor hereunder.

ARTICLE 13. FINAL INSPECTION

13.1 When all of the Work is complete, Contractor shall notify the Owner in writing so that the Owner may conduct a final inspection and, if required, prepare a punch list stating all deficient items which are to be corrected

promptly by the Contractor.

13.2 The Owner will conduct its final inspection within a reasonable time after notification by Contractor. A punch list will be prepared as a result of such final inspection, the Owner shall provide to Contractor in a timely manner two (2) copies of the punch list.

13.3 Contractor, at its sole cost and expense, will correct all punch list items, return one copy of the punch list with corrections initialed, and contact the Owner when ready for re-inspection. The Owner shall notify Contractor of the re-inspection date. The Owner will not consider the Work eligible for acceptance and final payment until all punch list items have been corrected and approved by the Owner.

ARTICLE 14. FINAL PAYMENT

14.1 Final payment shall be paid by the Owner to Contractor when the Work has been fully completed and finally inspected, the Contract fully performed, a final invoice has been approved by the Owner's PM, and Contractor has submitted to the Owner each of the following: (a) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or its property might in any way be responsible or encumbered, have been paid or otherwise satisfied; (b) consent of surety, if any, to final payment; (c) all Drawings, approved Shop Drawings, Product Data and Samples required by this Contract to be delivered by Contractor to the Owner; and (d) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be required by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, Contractor may furnish a bond satisfactory to the Owner to indemnify it against any such lien. If any such lien remains unsatisfied after all payments are made, Contractor shall refund to the Owner all money that the latter may be compelled to pay in discharging such lien, including all costs and attorney's fees.

ARTICLE 15. WARRANTY

15.1 Contractor warrants that the Work:

- (a) is in conformance with the requirements of the Contract Documents;
- (b) is of good quality and new, unless otherwise required or permitted by the Contract Documents;
- (c) is free of any defect in equipment, material, or design furnished, or workmanship, whether performed by Contractor or any Subcontractor; and
- (d) is in accordance with all construction principles, practices and methods generally accepted as standards of the industry for projects similar in nature, size and complexity to this Project.

15.2 If required by the Owner, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment provided in performance of the Work.

15.3 Work not conforming to the warranty set forth in Section 15.01 above, including substitutions not properly approved and authorized by the Owner, may be considered defective by the Owner. In such case, the Owner has the right to reject the materials or equipment or to terminate the Contract for default and without prejudice to any other rights the Owner may have arising from such breach. Alternatively, the Owner may allow Contractor to repair, replace or rework the non-conforming Work at the Owner's option, or to retain the Work in accordance Section 15.13 below. In such event, the Owner's continued use shall not be deemed a waiver of Contractor's breach of warranty.

15.4 If, during the period of one (1) year from the date of Substantial Completion of the Work, or, if the Owner takes possession of any part of the Work prior to Substantial Completion, for the period of one (1) year from the date the Owner takes possession, any Work is found to be in violation of the above-referenced warranty or otherwise defective, Contractor shall remedy, at Contractor's expense, any such violation or defect. In addition, Contractor shall remedy at Contractor's expenses any damage to the Owner owned or controlled real or personal property when that damage is the result of:

- (a) Contractor's failure to conform to the requirements of the Contract Documents; or
- (b) Any defect of equipment, material, workmanship or design furnished.

15.5 Contractor shall restore any Work damaged in fulfilling the terms and conditions of this Article. For any Work so remedied or corrected by Contractor, Contractor agrees that its obligation to remedy and correct shall be extended for one (1) year from the date of repair or replacement.

15.6 The Owner shall notify Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

15.7 If Contractor fails to remedy any failure, defect or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at Contractor's expense.

15.8 With respect to all warranties, express or implied, from Subcontractors for Work performed and furnished under this Contract, Contractor shall:

- (a) Obtain all warranties that would be given in normal commercial practice;
- (b) Require all warranties be executed, in writing, for the benefit of the Owner, if so directed in this Contract or by the Owner; and
- (c) Enforce all warranties for the benefit of the Owner, if so directed by the Owner.

15.9 The Owner may directly enforce any Subcontractor's warranty, including bringing suit against the Subcontractor.

15.10 Unless a defect is caused by the negligence of Contractor or a Subcontractor, Contractor shall not be liable for the repair of any defects of material or design furnished by the Owner or for the repair of any damage that result from any defect in Owner-furnished material or design.

15.11 The warranties and rights under this Article shall not limit the Owner's rights under Article 13 (Final Inspection) with respect to latent defects, gross mistakes, or fraud.

15.12 Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations which Contractor might have under the Contract Documents. Establishment of the time period of one year as described in this Article relates only to the specific obligation of Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

15.13 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Price will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

ARTICLE 16. INSURANCE

During the term of this Contract, Contractor agrees to secure and maintain in effect, at its own expense, the following minimum insurances.

- 1) Provide **Workers Compensation Coverage** and **Employer's Liability Coverage** per Moldovan Law.
- 2) Provide **Commercial General Liability Coverage** (aka Public Liability Coverage) for third party bodily injury and property damage, including products and completed operations, contractual liability, and independent contractors' liability with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

This General Liability Policy should be endorsed to list the following companies as Additional Insured:

- Golden West Humanitarian Foundation, 6355 Topanga Canyon Bl, #517, Woodland Hills, CA 91367 USA
- PAE Government Services Inc, 1320 N. Courthouse Road, Suite 700, Arlington, VA 22201 USA

- 3) Provide **Commercial Automobile Liability Coverage** for use of all owned, non-owned, and hired vehicles with limits of not less than \$1,000,000 per accident combined single limit for bodily injury and property damage liability.

This Commercial Automobile Policy should be endorsed to list the following companies as Additional Insured:

- Golden West Humanitarian Foundation, 6355 Topanga Canyon Bl, #517, Woodland Hills, CA 91367 USA
- PAE Government Services Inc, 1320 N. Courthouse Road, Suite 700, Arlington, VA 22201 USA

Contractor shall provide the Owner with certificates of insurance for these coverages within seven (7) calendar days of

execution of this Contract. Said certificates shall provide for a thirty (30) day cancellation notice from the insurer(s) on all coverages with a copy of such cancellation notice to be sent directly to the Owner from the insurer(s). Contractor shall also promptly provide the Owner with new certificates of insurance upon renewal of or material changes in each insurance policy. Contractor shall cause its liability Insurance Provider (s) to name the Owner (Golden West Humanitarian Foundation) as an additional insured, as its interest may appear with respect to the Contract. Provision of Certificates of Insurance is a condition precedent to payment under this Contract.

Contractor shall obligate and be responsible for all of its Subcontractors providing similar coverages and shall obtain from them certificates of insurance which shall be placed on file and made available for Owner examination. In any event, Contractor shall be liable to the Owner for any damages due to performance of any Subcontractor.

ARTICLE 17. INDEMNIFICATION

17.1 To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the Owner, its officers, directors, employees and agents from and against all claims, suits, damages and losses, including reasonable attorneys' fees and expenses, that are due to:

- (a) bodily injury, sickness or death, or property damage or destruction (other than the Work itself), to the extent resulting from the negligent or wrongful acts or omissions of, or failure to comply with the Contract Documents by, Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable;
- (b) violation of any intellectual property rights of third parties, including without limitation rights relating to patents, trademarks, copyrights, or trade secrets, by Contractor, Subcontractors, anyone employed directly or indirectly by any of them, or anyone for whose acts any of them may be liable;
- (c) compensation for claims covered by Contractor's Workers' Compensation insurance; or
- (d) violations of the obligations set forth in Article 34 (Child Labor) and/or Article 35 (Fair Labor Standards).

17.2 If an employee of Contractor, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Contractor's indemnity obligations shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Contractor, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

17.3 The obligation set out in this Article shall survive the expiration or termination of this Contract.

ARTICLE 18. SUSPENSION OF WORK

18.1 The Owner may order Contractor, by written notice, to suspend, delay or interrupt all or any part of the Work for the period of time that the Owner determines appropriate for the convenience of the Owner.

18.2 If this suspension, delay or interruption is unreasonable in duration, the Owner shall modify the Contract accordingly to adjust for any change to the Contract Price or Scheduled Substantial Completion Date, caused by the Owner's action or inaction in unreasonably suspending, delaying or interrupting the Work, provided, however, that under no circumstances will Contractor be entitled to claim any profit for a suspension. No adjustment will be made for any suspension, delay or interruption to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of Contractor, or suspensions arising from Contractor's failure to abide by its safety obligations hereunder.

18.3 A request for adjustment under this Article shall not be allowed: (a) for any costs incurred more than twenty (20) days before Contractor notifies the Owner in writing of the Owner's act or failure to act that allegedly caused the suspension, delay or interruption involved; and (b) unless the request, in an amount stated, is asserted in writing within seven (7) days after the end of the suspension, delay or interruption.

ARTICLE 19. TERMINATION FOR CONVENIENCE

19.1 The Owner may terminate the Contract in whole or in part at any time if Owner determines, in its sole and absolute discretion, that a termination is in its best interests. Owner shall effect the termination by sending written notice of such termination to Contractor, which notice shall state that termination is for the Owner's convenience, the extent to which performance of services under the Contract is terminated, and the termination date. Unless otherwise instructed by the Owner, Contractor shall stop work immediately on receipt of notice and follow the instructions and directions of Owner.

19.2 In the event of a termination for convenience, Contractor shall be entitled to be paid for Work properly

performed by Contractor prior to the effective date of termination, provided, however, that such payment shall not exceed the total Contract Price after adjustment to account for the price associated with Work not performed. Contractor will also be paid for demobilization costs, termination penalties, and other reasonable wind-down expenses, provided, however, that all such costs, penalties and expenses shall have been unavoidable, actually incurred by Contractor, and directly related to the termination. Contractor shall not be allowed, and expressly waives, payment for profit on Work which was not performed as of the termination date. Under no circumstances shall Contractor be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination for convenience.

ARTICLE 20. TERMINATION FOR DEFAULT

20.1 If Contractor materially fails to prosecute the Work in accordance with the Project schedule or in the manner required by the Contract Documents, or if the Work does not conform, in all respects, to the requirements of the Contract Documents, or Contractor becomes insolvent or unable to meet its payment obligations when due, or breaches any other material obligation of the Contract Documents, the Owner will give Contractor written notice describing the reasons for default and a reasonable opportunity to cure.

20.2 If the Contractor does not cure the default within the period specified, the Owner may, without prejudice to any other rights available to it by law, terminate the Contract for default by written notice, specifying the reason for the default, the portion(s) of the Contract defaulted and the effective date of default.

20.3 Notwithstanding anything herein to the contrary, Owner shall have the right, in its sole discretion, to terminate the Contract for default if Contractor is in breach of any provision of Article 29 (Procurement Integrity), and Owner shall have the right to do so without giving Contractor an opportunity to cure. If Contractor is identified on any terrorist sanctions list recognized by the Owner, including but not limited to the United Nations 1267 sanctions list, the United States Executive Order 13224 sanctions list and the United Kingdom terrorist sanctions list, this Contract shall be subject to immediate termination for default upon written or oral notice to the Contractor. In such case all funds paid to the Contractor shall be returned to the Owner.

20.4 In addition to any other remedy available to the Owner, if, as a result of Contractor's default, the Owner re-procures all or any part of the Work, Contractor shall be liable for all excess costs of re-procurement, including but not limited to reasonable attorneys' fees.

20.5 If Owner fails to pay undisputed amounts owed to Contractor within forty-five (45) days of the date such payment is due under this Contract, and then fails to make such payment within five (5) days following Contractor's delivery to Owner of a written notice of such nonpayment, Contractor shall have the following remedies, which remedies are exclusive:

- (a) Contractor shall be entitled to suspend the Work after delivery of a written notice to Owner. If Contractor claims that the suspension has affected the cost or time of performance, it shall follow the processes set forth in Article 18 (Suspension of Work).
- (b) Contractor shall be entitled to terminate this Contract for default if a suspension for nonpayment continues for more than one hundred eighty (180) consecutive days. The termination shall become effective if, after such 180-day period, Owner fails to cure the nonpayment within twenty (20) days of its receipt of a written notice from Contractor of its intent to terminate. Upon such termination, Contractor shall be entitled to the payment set forth in Article 18 (Suspension of Work). Under no circumstances shall Contractor be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs or consequential or other damages as a result of a termination for default.

ARTICLE 21. DISPUTES

21.1 Any dispute or difference arising out of, or in connection with, this Contract or the breach thereof which cannot be amicably settled between the Parties (including through alternative dispute resolution procedures as may be agreed to by the Parties) shall be arbitrated in accordance with the UNCITRAL Arbitration Rules then in effect. The arbitration shall take place in the City of Los Angeles. Any resulting arbitral decision shall be final and binding on both parties. Judgment upon any arbitration award may be entered in any court having jurisdiction thereof. Such judgment shall be in lieu of any other remedy.

21.2 In resolving a dispute hereunder, the parties agree that the Contract will be interpreted in accordance with the substantive laws of the City of Los Angeles.

21.3 Pending final resolution of any claim, dispute or action arising under or related to this Contract, Contractor shall, if requested by the Purchaser, proceed diligently with the performance of this Contract.

ARTICLE 22. CONSEQUENTIAL DAMAGES

22.1 Notwithstanding any other provision of the Contract, in no event shall either Contractor or Owner be liable to the other party for indirect, incidental, special, punitive or consequential damages of any nature, including, but not limited to, loss of use, loss of revenue, or loss of income, whether arising in contract, tort (including negligence) or other legal theory, even if the possibility of such damages is known at the time of the execution of this Contract.

22.2 The exclusion of consequential damages set forth in Section 22.01 above shall not exclude or affect: (a) Contractor's obligation to pay liquidated damages in accordance with Article 11 (Time Extensions and Liquidated Damages); (b) Contractor's liability for fraud or intentional misconduct; or (c) Contractor's liability for its indemnity obligations in accordance with Article 17 (Indemnification).

ARTICLE 23. SAFETY

23.1 Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract to prevent damage, injury and loss to employees, other persons and the Work. Contractor shall designate someone within its organization to oversee all safety aspects of the Work.

23.2 Contractor agrees to:

- (a) furnish machinery, tools, supplies and equipment that meet with all applicable safety standards;
- (b) require all Contractor personnel and Subcontractors to comply with all applicable safety rules, including those specified by Contractor and the Moldova Ministry of Defence;
- (c) secure all flammables at the close of each workday in nonflammable containers in designated storage areas provided by the Moldova Ministry of Defence; and
- (d) ensure that its work areas assigned by the Moldova Ministry of Defence to the Contractor are cleaned daily and remain free of hazards.

23.3 Contractor shall comply with applicable local laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety or the protection from damage, injury or loss of persons and property.

23.4 In the event Owner determines that Contractor is in violation of its safety obligations hereunder, Owner shall have the right to direct Contractor to immediately stop the Work and correct the violation, and Contractor shall comply with such directive at Contractor's sole cost and expense.

23.5 When the Work requires or involves the use/storage of explosives, other hazardous materials or unusual methods for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

23.6 If Contractor encounters material on site which it believes to be asbestos, polychlorinated biphenyl (PCB) or any other hazardous material, which has not been rendered harmless, Contractor shall stop Work immediately in the area affected and report the condition to the Owner, in writing. Thereafter:

- (a) if the material is hazardous and has not been rendered harmless, Contractor may not resume Work in the affected area, except by written agreement of the Owner and Contractor; or
- (b) if the hazardous material(s) has been rendered harmless, or is determined by the Owner not to exist in the designated Work area, Contractor may resume Work in the affected area by written agreement of the Owner and Contractor.

ARTICLE 24. OWNERSHIP RIGHTS AND OWNER PROPERTY

24.1 All Owner property, including but not limited to equipment, facilities, fixtures, drawings, patterns, molds, jigs, research, writings, data in any format (including electronic), or other information furnished to Contractor by the Owner / Ministry of Defence, Moldova for use in the performance of this Contract, shall at all times be the property of the Owner / Ministry of Defence Moldova. Upon completion, termination or expiration of this Contract, or at such other times as the Owner may direct, Contractor will return to the Owner all such property, at Contractor's expense.

24.2 All drawings and designs are the property of the Moldova Ministry of Defence at the time they are submitted to the Owner & contractor for use.

24.3 On signing of this contract, the design will be available to **Prestigiu-AZ** according to the Moldova Ministry of Defence SOP for the classified information. As soon as we have the contract number, the Moldova Ministry of Defence will issue the Minister Order, where it will be defined:

- i. Who, when and how will turn over the classified design drawings to the Contractor.
- ii. Who (and how) will pay the taxes (20%). This will be the responsibility of the Moldova Ministry of Defence.
- iii. Who will give the permits for the entry of the employees to the site.
- iv. The point of contact for the progress of the project within the Moldova Ministry of Defence.

ARTICLE 25. AUDIT

25.1 As used in this Article, "Records" shall include, without limitation, books, documents, accounting records, payroll payment records, accounting policies, practices, and procedures, subcontractor files, original estimates and estimate worksheets, records relating to services or quantities delivered, hours of work performed, compliance with contract requirements, proposals, pricing of the contract, subcontract, or modifications, or any other cost, price adjustment, or extra charge claimed under the Contract, change order files, and any other records or performance reports which may have a bearing on matters associated with the Work, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

25.2 Contractor agrees to maintain, in accordance with sound and generally accepted accounting procedures and practices, Records of all direct and indirect costs and disbursements of any nature involving transactions related to this Contract or a Subcontract.

25.3 Contractor shall make its Records available at its office for examination, audit, or reproduction by Owner or Owner's designated representative, at all reasonable times until the expiration of five (5) years after the date of final payment, or for such shorter or longer period, if any, as is required by other Articles of this Contract. Owner shall have the right to examine and audit all Records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in the performance of this Contract.

25.4 If Contractor or any Subcontractor has submitted cost or pricing data in connection with this Contract, Owner or its designated representative shall have the right to examine and audit all of Contractor's and Subcontractor's Records prepared or used by Contractor and/or Subcontractor, including related computations and projections, in order to evaluate the accuracy, completeness and currency of such data.

25.5 In the event an audit determines that Owner has overpaid Contractor, Owner, in addition to any other rights it may have as a matter of law, shall have the right to: (a) deduct the amount of such overpayment from any payments due, or that may become due, to Contractor under this Contract; and/or (b) demand that Contractor reimburse Owner the amount of any such overpayment. The aforementioned rights shall also apply to any obligations Contractor owed but did not provide to its employees or Subcontractors under this Contract.

25.6 The obligations of Contractor under this Article shall be incorporated into all Subcontracts of any tier, and Owner shall have the rights to examine, audit and reproduce Records of all Subcontractors to the same extent and manner as if such Subcontractor was in privity of contract with Owner.

25.7 The failure of Contractor to comply with the requirements of this Article shall be a material breach of Contract.

ARTICLE 26. CONFIDENTIALITY

26.1 Contractor shall keep all work and services carried out hereunder for Owner entirely confidential, and not use, publish, or make known to any persons other than its personnel and Subcontractors any information, whether developed by Contractor or provided by Owner, without Owner's prior written authorization. Contractor may not publish any articles or make any presentations relating to the Contract or Work, nor shall it refer to data, information or materials generated as part of the Contract or Work, without the prior written consent of Owner. For the avoidance of doubt, Owner shall have the right, in its sole discretion, to withhold the authorizations and/or consents referred to in the preceding sentences.

26.2 The foregoing obligations shall not apply to any information that was in Contractor's possession prior to

commencement of work under this Contract, or which is or shall become available to the general public in a printed publication through no fault of the Contractor, and provided further that this obligation shall in no way limit Contractor's internal use of such work. Any public representation regarding the Owner shall be made by Owner and any requests for information concerning the Contract or Work made to Contractor by the news media, or others, shall be referred to the Owner. Information Contractor considers as proprietary or confidential, and which Contractor has marked as proprietary or confidential, will be treated by Owner in the same manner as Owner treats its own proprietary or confidential information.

26.3 Notwithstanding the provisions of this Article 26, for any contract the Owner reserves the right to publicly disclose contract award information – specifically, in relation to the Contractor, the name of the Contractor receiving the contract and its country, a brief description of the contract goods or services, and the contract award amount. Contractor's proposal and contractual documents will remain confidential and therefore not subject to disclosure.

ARTICLE 27. OWNER NAME/LOGO

27.1 Contractor may not use the Owner's name and/or logo in any manner other than as identified in Section 27.2 below without first obtaining written permission from the Owner's Chief, Corporate Procurement Unit.

27.2 Contractor may, without prior approval of the Owner, use the Owner's name among its references in its customer lists or resumes. Any other use of the Owner's name, including use of the Owner's logo or discussion of the Work performed by the Contractor for the Owner, is not authorized.

ARTICLE 28. CLOSE RELATIVES

28.1 Not applicable as part of this contract.

ARTICLE 29. PROCUREMENT INTEGRITY

29.1 Contractor agrees to adhere to the highest standards of ethical competence and integrity in the performance of this Contract, having due regard for the nature and purposes of the Owner as an international organization, and to ensure that employees assigned to perform any services under this Contract will conduct themselves in a manner consistent therewith.

29.2 Contractor represents and warrants that it follows, and shall continue to comply with, all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities of any jurisdiction in which work shall be performed under this Contract.

29.3 Contractor acknowledges that it is aware of and will comply with the Owners policies including but not limited to those regarding conflicts of interest, fraud and corruption, gifts, conduct of contractor personnel, contractor responsibility, and anti-money laundering policies. Contractor warrants that Contractor and Contractor's employees, Subcontractors and Subcontractors' employees are in compliance with Vendor Integrity Policies; and have not engaged in conduct that would lead to suspension, debarment or a finding of ineligibility.

29.4 Contractor and all Subcontractors shall use reasonable efforts to ensure that funds paid to Contractor and all Subcontractors by the Owner are not used to finance, support or conduct terrorism.

29.5 Contractor and Contractor's employees, Subcontractors and Subcontractor's employees shall, during the term of the Contract, strictly avoid any activities that may create real or apparent conflicts of interest with their duties to the Owner under this Contract.

29.6 Contractor warrants that no official of the Ministry of Defence of Moldova or its member governments has received or will be offered by Contractor any direct or indirect gifts, favors or benefit arising from this Contract or the award thereof.

29.7 The remuneration of the Contractor shall constitute the sole remuneration in connection with this Contract. The Contractor shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract, or in the discharge of its obligations hereunder, and the Contractor shall use its best efforts to ensure that any Subcontractors, and the employees, agents and representatives of Contractor and any Subcontractors shall not receive any such additional remuneration. Contractor shall disclose in writing, by providing Notice to Owner pursuant to Article 43 (Notices), all fees, commissions, rebates, and discounts paid or received in connection with this Contract.

29.8 Contractor agrees that, within 30 days of having reasonable grounds to believe that Contractor, Contractor's employees, Subcontractors or Subcontractors' employees have: (a) violated any applicable laws, ordinances, rules,

regulations, and lawful orders of public authorities in performing this Contract; (b) violated Owner's Vendor Integrity Policies; (c) engaged in conduct that would lead to suspension, debarment or a finding of ineligibility; (d) used funds paid by the US Government to Contractor or any Subcontractors to finance, support or conduct terrorism; or (e) an actual, potential or apparent conflict of interest, Contractor will disclose in writing, by providing Notice to Owner pursuant to Article 43 (Notices), such violations, conduct, prohibited use of funds, or conflicts of interest.

29.9 Contractor agrees that it will not discharge, demote, suspend, threaten, harass, retaliate against, or otherwise discriminate against any Contractor employee in the terms and conditions of such employee's employment as a reprisal for such employee's disclosing to Owner or other proper authority information relating to a violation of Owner's Vendor Integrity Policies or any substantial violation of law relating to the award or performance of this Contract.

29.10 Contractor agrees that Owner has a right to audit Contractor's and Subcontractor's compliance with this Article pursuant to Article 25 ("Audit") of this Contract.

29.11 Contractor agrees that a breach of this Article is a material breach of an essential term of this Contract.

ARTICLE 30. BACKGROUND INVESTIGATION

30.1 Prior to employing individuals or Subcontractors to perform services under this Contract on Ministry of Defence Moldova premises, Contractor agrees, at its own expense, to perform or cause to be performed the following background investigation, and to maintain, or cause to be maintained, the results of the investigation in its employee's and its Subcontractor's employee's file:

- (a) Criminal records search over the last seven (7) years, with such search being conducted in all jurisdictions where the individual worked and jurisdictions where the individual indicated maintaining residence; and
- (b) Employment history verification, including dates of employment performance, salary, job title, and eligibility for re-hire, etc., and work permit to ensure they are valid and issued in the corresponding name. Contractor shall represent and warrant that its employees and its Subcontractors' employees assigned to work on the Owner premises: (a) have not been convicted of a Crime during the last seven (7) years; and (b) have a valid work permit based on local law. For purposes of this Article, the term "Crime" shall mean a crime that, if committed in the country would be classified as a felony under local law. It will be necessary to re-accomplish investigations prior to requesting renewal of Owner-issued ID cards.

ARTICLE 31. ASSIGNMENT

31.1 Neither this Contract nor any duty or right under it shall be delegated, subcontracted or assigned by Contractor without the prior written consent of the Owner, except that claims for monies due or to become due under this Contract may, in accordance with Section 31.02 below, be assigned to a bank, trust company, or other financial institution, including any federal lending agency, by Contractor without such consent.

31.2 In the event that Contractor does assign any monies due or to become due to it hereunder, Contractor shall provide the Owner with two copies of each and every such assignment. Contractor also hereby agrees, notwithstanding the terms of any such assignment, that the Owner may subject any payments to an assignee to set-off or recoupment for any present or future claim or claims which the Owner may have against the Contractor. The Owner reserves the right to make direct settlements or adjustments in price or both, with Contractor under the terms of this Contract and without notice to any assignee. Contractor shall indemnify and hold harmless the Owner against any liability that may arise as a result of such assignment.

ARTICLE 32. ENVIRONMENTAL

32.1 In order to contribute to waste reduction and to increase the development and awareness of environmentally sound purchasing, wherever possible, Contractor will perform the Work by using durable products, reusable products and products (including those used in services) that contain the maximum level of post-consumer waste, post-industrial and/or recyclable content, without significantly affecting the intended use of the goods or services. It is recognized that a cost analysis may be required in order to ensure that such products are made available at competitive prices.

ARTICLE 33. DIVERSITY

33.1 The Contractor will provide opportunities for access and growth of entities owned and controlled by minorities, women, and disabled persons with an emphasis on measurable results and continuous improvement.

ARTICLE 34. CHILD LABOR

34.1 Forced or indentured child labor means all work or service: (a) exacted from any person under the age of eighteen (18) under the menace of any penalty for its non-performance and for which the worker does not offer himself voluntarily; or (b) performed by any person under the age of eighteen (18) pursuant to a contract the enforcement of which can be accomplished by process or penalties. Contractor certifies that no forced or indentured child labor was used to mine, produce, or manufacture, in whole or in part, any end product or component, or perform any service furnished under this Contract.

ARTICLE 35. FAIR LABOR STANDARDS

35.1 Contractor shall pay all employees whose work relates to this Contract not less than the minimum wage prescribed by applicable law or regulation, without rebate, either directly or indirectly, and without making any deductions, either directly or indirectly, from the full wages earned, other than permissible deductions as set forth in applicable laws or regulations. Contractor shall not require, suffer, or permit any employee whose work relates to this Contract to work more than the maximum hours in any workweek permitted by applicable law or regulation unless such employees are paid at least the overtime rate specified by applicable law or regulation.

ARTICLE 36. PUBLIC HEALTH PLANS AND CONTINGENCY

36.01 In the event of a Pandemic Influenza outbreak, SARS outbreak, other biomedical emergency, or other catastrophe ("Public Health Event or Other Catastrophe"), Contractor agrees to take all reasonable measures to continue performance of the Contract with a minimum of delay, interruption or other disruption, if Owner designates this Contract as mission critical and essential to the ongoing operations of Owner. If Owner so designates this Contract, within thirty (30) days after award, Contractor will submit to Owner, for its review and approval, a contingency plan detailing how Contractor will continue performance of this Contract with a minimum of delay, interruption or other disruption in the event of a Public Health Event or Other Catastrophe. In the event of a Public Health Event or Other Catastrophe, Owner and Contractor shall immediately discuss and agree upon the measures to be taken, with the expectation that the contingency plan will be the baseline for discussions. Contractor shall be entitled to relief under Article 11 (Time Extensions and Liquidated Damages) and Article 10 (Changes and Modifications) in the event of a Public Health Event or Other Catastrophe.

ARTICLE 37. FORCE MAJEURE

37.1 The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from a Force Majeure Event, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

37.2 A Party affected by a Force Majeure Event shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.

37.3 A Party affected by a Force Majeure Event shall notify the other Party of such event as soon as possible, and in any event not later than seven (7) days following the occurrence of such event, providing evidence of the nature and cause of such event and its expected duration and impact on the performance of this Contract, and shall similarly give notice of the restoration of normal conditions as soon as possible.

37.4 The Parties shall take all reasonable measures to minimize the consequence of any Force Majeure Event.

37.5 Any period within which a Party is required by this Contract to complete any action or task shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure Event, provided that such Party has provided notice as required by this Article.

ARTICLE 38. SEVERABILITY

38.01 If any term or provision of this Contract shall to any extent be invalid and unenforceable, the remainder of the Contract shall be valid and shall be enforced to the extent permitted by law.

ARTICLE 39. LANGUAGE

39.01 This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

ARTICLE 40. CONFLICTS OF LAW

40.01 Any provision of this Contract prohibited by the laws of any jurisdiction where Work is carried out or performed shall be ineffective within said jurisdiction, without invalidating the remaining provisions of this Contract.

ARTICLE 41. PRESERVATION OF IMMUNITIES

41.01 Nothing herein shall constitute or be considered to be a limitation upon or a waiver of the privileges and immunities of any member of the Golden West Humanitarian Foundation, which privileges and immunities are specifically reserved.

ARTICLE 43. NOTICES

43.01 Any notice, including without limitation any notification, claim, or request for consent or authorization, required or permitted to be given under this Contract, shall be in writing addressed to the person identified below and shall be deemed to have been given if: (a) sent by registered or certified mail; or (b) transmitted by any other means if and when receipt is acknowledged by the person identified below. No authorization or consent required under this Contract shall be effective unless and until given in writing by the person identified below:

43.2 For the Owner: The Golden West Humanitarian Foundation

Address:
6355 Topanga Canyon Blvd,
Suite 517,
Woodland Hills,
CA 91367,
United States of America

43.3 For the Contractor: Prestigiu_AZ

3, Padurilor str, Tohatin
Chisinau, Moldova MD2092

ARTICLE 44. ENTIRE CONTRACT

44.01 This Contract, including the Contract Documents attached hereto and referenced herein, constitutes the entire, integrated understanding and agreement between the parties and supersedes any oral or prior written agreements with respect to the subject matter of this Contract.

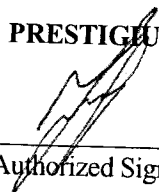
IN WITNESS WHEREOF the parties have caused this Contract No. **EUCOM/#67676** to be executed.

Signatures

GOLDEN WEST HUMANITARIAN FOUNDATION

16th September 2022

PRESTIGIU-AZ



(Authorized Signature)



Sergiu Ciobanu, Director
(Name and Title)

16th September 2022

(Date)

GOLDEN
WEST

CONTRACT NO. EUCOM/#67676 MODIFICATION "A"

This modification, made on 31 October 2022, by and between the **GOLDEN WEST HUMANITARIAN FOUNDATION**, on behalf of the United States European Command (EUCOM) HMA Program (hereafter referred to as the Owner), and **PRESTIGIU-AZ** (hereafter referred to as the contractor).

WHEREAS, the parties entered into a Contract dated 16th September 2022 whereby Contractor provides Engineering Services at the Moldova Ammunition & Explosives Storage Area, Floresti and Cahul, Moldova

WHEREAS, the parties now desire to modify this contract;

PURPOSE: To authorize additional work and increase the contract price.

1. **PURSUANT TO ARTICLE 10 CHANGES AND MODIFICATIONS**, the Owner hereby authorizes the change as detailed in the attachment to this document:

- a. Works detailed in the attached document, of a value of **USD 89,275** (Eighty Nine Thousand and Two Hundred and Seventy Five United States Dollars), in addition to the works requiring completion detailed in the Annex A, modified Scope of Work, of a value of **USD 438,025** (Four Hundred and Thirty Eight Thousand and Twenty Five United States Dollars), of the contract and,

2. **PURSUANT TO ARTICLE 7 CONTRACT PRICE**, the Owner hereby revises the total contract price excluding VAT, as follows:

*7.1 The Owner hereby covenants to pay the Contractor in consideration of the execution and completion of the Work and additional work therein the Contract Price of **USD 438,025** (Four Hundred and Thirty Eight Thousand and Twenty Five United States Dollars) or such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.*

This modification shall be effective as of 31 October 2022. All other provisions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Modification to be signed by their duly authorized officer(s).

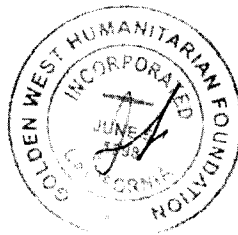
GOLDEN
WEST

GOLDEN WEST HUMANITARIAN FOUNDATION

PRESTIGIU_AZ

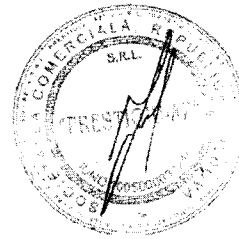
Signature

Andy Jackson
PSSM Technical Advisor



Signature

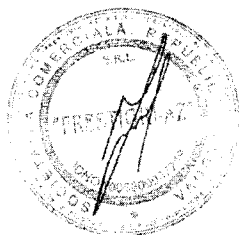
Sergiu Ciohanu
Director



Statement of Work and Price Schedule

Item	Qty	Price per Unit	Total Price
Refurbishment of Floresti ESH #4 to include internal walls, internal floor suitable for MHE equipment, and upgrading of the security doors to meet IAW IATG requirements.	1	\$137,100.00	\$137,100.00 ✓
Refurbishment of concrete driveway approaching Floresti ESH #4 and the outside concrete pad to meet IAW IATG requirements.	1	\$153,000.00	\$153,000.00 ✓
Refurbishment of internal lighting system at all 4 Floresti ESH buildings to meet IAW IATG requirements.	4	\$ 4,000.00	\$16,000.00 ✓
Refurbishment of traverse in between Floresti ESH #4 and ESHs #1, 2 and 3 in accordance with IAW IATG	1	\$26,800.00	\$26,800.00 ✓
Building internal lighting systems at ESHs #2, 3, 4 at Cahul Depot to meet IAW IATG requirements.	1	\$16,000.00	\$16,000.00 ✓
Repair Roof of ESH 1, 2 and 3 at Floresti to include mastic and Installing new waterproofing layer.	1	\$89,275	\$89,275 ✓
TOTAL			\$438,025

Sergiu Ciobanu,
Prestigiu-Az



2 438,025

Statement of Work and Price Schedule

Item	Qty	Price per Unit	Total Price
Refurbishment of Floresti ESH #4 to include internal walls, internal floor suitable for MHE equipment, and upgrading of the security doors to meet IAW IATG requirements.	1	\$137,100.00	\$137,100.00
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Building internal lighting systems at ESHs #2, 3, 4 at Cahul Depot to meet IAW IATG requirements.	1	\$16,000.00	\$16,000.00
Repair Roof of ESH 1, 2 and 3 at Floresti to include mastic and Installing new waterproofing layer.	1	\$89,275	\$89,275 ✓
TOTAL			\$438,025

Sergiu Ciobanu,
Prestigiu-Az

150

Карточка счета 523.2
Период: 16.09.2022 - 31.12.2023

Дата	Документ	Операция	Дебет		Кредит		Текущее сальдо
			Счет	Сумма	Счет	Сумма	
Сальдо на начало			0,00		0,00		
10.11.2022	Выписка 449 от 10.11.2022 10:08:31	FinComBanc SA USD Golden West EUCOM 69487 din 16,09,2022 В валюте :	243.1		523.2	3 716 297,12	K 3 716 297,12
09.01.2023	Выписка 8 от 09.01.2023 16:00:10	incasari din vinzari FinComBanc SA USD Golden West EUCOM 69487 din 16,09,2022 В валюте :	USD 243.1	192 753,00	USD 523.2	192 753,00 1 824 750,50	K 5 541 047,62
23.02.2023	Выписка 135 от 23.02.2023 23:59:59	FinComBanc SA USD Golden West EUCOM 69487 din 16,09,2022 В валюте :	USD 243.1	95 000,00	USD 523.2	95 000,00 3 622 734,81	K 9 163 782,43
04.09.2023	Выписка 2 571 от 04.09.2023 23:00:00	FinComBanc SA USD Golden West EUCOM 69487 din 16,09,2022 В валюте :	USD 243.1	192 753,00	USD 523.2	192 753,00 3 543 540,36	K 12 707 322,79
Обороты за период			USD	198 600,00	USD	198 600,00	
Сальдо на конец				0,00		12 707 322,79	
				0,00		12 707 322,79	

Карточка счета 523.2
Период: 16.09.2022 - 31.12.2023

Дата	Документ	Операция	Дебет		Кредит		Текущее сальдо
			Счет	Сумма	Счет	Сумма	
Сальдо на начало				0,00		0,00	
10.11.2022	Выписка 449 от 10.11.2022 10:08:31	FinComBanc SA USD Golden West EUCOM 67676 din 16,09,2022 В валюте :	243.1		523.2	2 219 852,87	K 2 219 852,87
09.01.2023	Выписка 8 от 09.01.2023 16:00:10	incasari din vinzari FinComBanc SA USD Golden West EUCOM 67676 din 16,09,2022 В валюте :	USD 243.1	115 137,00	USD 523.2	115 137,00 1 714 785,27	K 3 934 638,14
23.02.2023	Выписка 135 от 23.02.2023 23:59:59	FinComBanc SA USD Golden West EUCOM 67676 din 16,09,2022 В валюте :	USD 243.1	89 275,00	USD 523.2	89 275,00 2 163 965,37	K 6 098 603,51
04.09.2023	Выписка 2 571 от 04.09.2023 23:00:00	FinComBanc SA USD Golden West EUCOM 67676 din 16,09,2022 В валюте :	USD 243.1	115 137,00	USD 523.2	115 137,00 2 116 596,27	K 8 215 199,78
Обороты за период			USD	118 626,00	USD	118 626,00	
Сальдо на конец				0,00		8 215 199,78	
				0,00		8 215 199,78	

Nr	Denumire capitolului	Suma fara TVA	Suma \$ (USD)
1	Cai de acces la baza militara Cahul	1034981,29	
2	Sistem de paratrasnet la baza militara Cahul	37445,25	
3	Lucrari de iluminare la Depozitul nr. 1 la Baza militara Cahul	106667,29	
4	Lucrari de iluminare la Depozitul nr. 2 la Baza militara Cahul	106667,29	
5	Lucrari de iluminare la Depozitul nr. 3 la Baza militara Cahul	106667,29	
6	Lucrari de iluminare la Depozitul nr. 4 la Baza militara Cahul	106667,29	
7	Instalarea safeului la Baza militara Cahul	13658,94	
8	Instalarea aparatului de aer conditionat	26964,65	
	Total baza Cahul	1539719,29	82425
		154912,44.	

INVESTITOR

Golden West Humanitarian Foundation

GESTIONAR

Centrul păstrare tehnică, armament și patrimoniu militar

ANTREPRENOR

SRL „Prestigiu-Az”

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**
Nr. 15 din „16” aprilie 2024

**Lucrări de reparație capitală
la depozitele amplasate la Centrul păstrare tehnică,
armament și patrimoniu militar
în cadrul contractelor EUCOM/69487 din 16 septembrie 2022
și EUCOM/67676 din 16 septembrie 2022**

Florești

Privind lucrarea „Reparația capitală la depozitele de muniții, precum și lucrări de construcție a valurilor de protecție la depozitul de muniții cu nr. cadastral 4501216059.34 și între depozitele nr. cadastral 4501216059.32 și 4501216059.33 amplasate la Centrul de păstrare tehnică, armament și patrimoniu militar” executată în cadrul contractelor EUCOM/69487 din 16 septembrie 2022 și EUCOM/67676 din 16 septembrie 2022 încheiat între Golden West Humanitarian Foundation și SRL „Prestigiu-Az”.

1. Comisia de recepție la terminarea lucrărilor și-a desfășurat activitatea la data de „15” aprilie 2024, instituită prin ordinul Șefului Centrului de păstrare tehnică, armament și patrimoniu militar nr. 157 din 29 decembrie 2023, fiind formată din:

Președintele comisiei:

căpitan Alexandru VIȘNEVSCHI, ofițer principal (tehnică auto și blindate, carburanți-librifianți), S4 secție asigurare logistică.

Membrii comisiei:

locotenent Ion ROMAN, ofițer principal (serviciu geniu-chimic), S3 secție operații și instruire;

sergent clasa I Ruslan CAZACU, comandant pluton asigurare, companie asigurare tehnico-materială;

sergent clasa III Andrei SURUJIU, șef grupă-șef depozit (geniu și chimic)-grupă intervenție și păstrare a materialelor de geniu-chimie, pluton asigurare, companie asigurare tehnico-materială;

funcționarul Vladimir DOBROVOLSCHI, contabil-șef, serviciu financiar.

2. Au mai participat la recepție în calitate de invitați:

Reprezentantul Direcției logistice, Marele Stat Major al Armatei Naționale

locotenent-colonel Ilie LUNGU, ofițer principal secție armament și blindate Direcția logistică.

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale

maior Alexandru Muntean, ofițer principal (inginer superior-instructor) serviciul instruire, cercetare și dezvoltare armament și muniții, Centru de Armament și Muniții.

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

funcționar Victor MORGOCI, inspector superior secție infrastructură și supraveghere tehnică Direcție administrare bunuri imobile.

Reprezentanții Antreprenorului:

Serghei CIOBANU, directorul SC „Prestigiu-Az” SRL;

Ion BEȘELEA, diriginte de șantier atestat.

3. Constatările comisiei de recepție:

În urma examinării și analizei documentației tehnice și a documentelor prezentate, au rezultat următoarele:

3.1 Antreprenorul general SRL „Prestigiu-Az” SRL, a prezentat, în baza contractelor EUCOM/69487 din 16 septembrie 2022 și EUCOM/67676 din 16 septembrie 2022, pentru recepție lucrările de reparație capitală la depozitele de muniții, precum și lucrări de construcție a valurilor de protecție la depozitul de muniții cu nr. cadastral 4501216059.34 și între depozitele nr. cadastral 4501216059.32 și 4501216059.33 amplasate la Centrul păstrare tehnică, armament și patrimoniu militar.

3.2 Documentația de proiect:

Lucrările de construcție a valurilor de protecție la Centrul păstrare tehnică, armament și patrimoniu militar au fost continuate coform proiectelor de execuție:

- Nr. 07/2019-ITP/Nr.14-2020 din 28.02.2020 (Plan general), a fost elaborată de S.R.L. „PRESTIGIU-W-PROIECT”, licența seria AMMI nr.053988 din 24.01.2017;

- Nr. 07/2019-AP/Nr.14-2020 din 28.02.2020 (Soluții arhitecturale), a fost elaborată de S.R.L. „PRESTIGIU-W-PROIECT”, licența seria AMMI nr.053988 din 24.01.2017;

- Nr. 07/2019-POC/Nr.14-2020 din 28.02.2020 (Plan organizare a lucrărilor de construcție), a fost elaborată de S.R.L. „PRESTIGIU-W-PROIECT”, licența seria AMMI nr.053988 din 24.01.2017.

Toată documentația este în existență la gestionar (Centrul păstrare tehnică, armament și patrimoniu militar).

3.3 Constatările comisiei de recepție, sînt expuse în următoarele anexe la prezentul proces verbal:

- Lista-anexă nr.1: Din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete;

- Lista-anexă nr. 2: Lucrări neexecutate;

- Lista-anexă nr.3: Lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

3.4 În baza datelor prezentate de către Antreprenor, valoarea lucrărilor de construcții și reparații capitale, la data de „1” septembrie 2024 constituie **1 034 856,00 USD**, echivalentul **19 379 609,83 lei/MD**, care vor fi repartizate și luate la evidență contabilă, de către reprezentanții serviciului financiar al Centrului păstrare tehnică, armament și patrimoniu militar, după cum urmează:

- **valoarea lucrărilor de reparație capitală și de construcție**, la data de „16” aprilie 2024 constituie **19 338 986,20 lei/MD**, care vor fi luate la evidență contabilă, conform anexei nr.4;

- **valoarea totală a utilajului și a bunurilor materiale** montate la obiect, la data de „16” aprilie 2024 constituie **40 623,63 lei/MD**, care vor fi luate la evidență contabilă, conform anexei nr.5.

3.5 Instrucțiunile de întreținere și deservire a învelitoarelor la acoperișurile depozitelor, executate din material pentru învelitori **sînt** în posesia utilizatorului (anexa nr.6).

3.6 Obiectul nominalizat mai sus, a fost executat prin programe de asistență externă, finanțat de către Golden West Humanitarian Foundation.

Acest contract de reparație capitală și de construcție este supus Hotărârii Guvernului RM nr.246 din 08.04.2010 privind aplicarea cotei zero a TVA-ului;

3.7 Obiecțiile și neconformitățile Beneficiarului, au fost remediate în timpul executării lucrărilor de către Antreprenor.

Lucrările pe specialități, au fost executate conform cerințelor documentației normative în vigoare, obiectivul poate fi exploatat conform destinației.

Totodată, în cazul în care o anumită lucrare neesențială care necesită remedieri sau corectări nu este inclusă în prezentul proces verbal, Antreprenorul nu va fi scutit de responsabilitatea de executare corespunzătoare a acestora în conformitate cu prevederile contractului nominalizat.

3.8 Perioada de garanție a lucrărilor executate, se stabilește în baza prevederilor contractelor EUCOM/69487 din 16 septembrie 2022 și EUCOM/67676 din 16 septembrie 2022 și a certificatului anexat (anexa nr.7).

4. Comisia de recepție, în baza constatărilor făcute, propune următoarele:

- de a recepționa terminarea lucrărilor la obiectivele nominalizate mai sus, fără obiectii.

5. Comisia de recepție motivează propunerea făcută prin:

- constatarea la fața locului a executării lucrărilor de construcție și reparație contractate.

6. Comisia de recepție studiind documentele și constatarea la fața locului, recomandă următoarele:

- admiterea recepției la terminarea lucrărilor, cu propunerea acestuia spre recepție finală, conform prevederilor legislației în vigoare;
- exploatarea tehnică corectă a obiectivului de către persoanele responsabile pentru întreținere și exploatare.

6¹. Descrierea obiectului recomandat spre recepție:

a) Construcții:

- Obiectivul cu numărul cadastral 4501216059.31, adresa poștală or.Florești, strada Mihai Viteazu 34a, destinația specială, suprafața la sol 1359,5 m² nr. etaje 1 (unu), conform rezultatelor inspectării bunului imobil;

- Obiectivul cu numărul cadastral 4501216059.32, adresa poștală or.Florești, strada Mihai Viteazu 34a, destinația specială, suprafața la sol 1348,7 m² nr. etaje 1 (unu), conform rezultatelor inspectării bunului imobil.

- Obiectivul cu numărul cadastral 4501216059.33, adresa poștală or.Florești, strada Mihai Viteazu 34a, destinația specială, suprafața la sol 1348,7 m² nr. etaje 1 (unu), conform rezultatelor inspectării bunului imobil;

- Obiectivul cu numărul cadastral 4501216059.34, adresa poștală or.Florești, strada Mihai Viteazu 34a, destinația specială, suprafața la sol 1268,2 m² nr. etaje 1 (unu), conform rezultatelor inspectării bunului imobil.

b) Amenajarea teritoriului:

- Suprafață din beton armat **1476,87 m²**, (spre depozitul de muniții, cu numărul cadastral 4501216059.34), conform rezultatelor inspectării obiectului.

7. Presentul proces-verbal, conținând 5 (cinci) file și 7 (șapte) anexe, cu un total de **14** (paisprezece) file, a fost încheiat astăzi, „6” noiembrie 2024 în 5 exemplare.

Comisia de recepție:

Președintele comisiei:

căpitan Alexandru VIȘNEVSCHI

Membrii comisiei:

locotenent Ion ROMAN

sergent clasa I Ruslan CAZACU

sergent clasa III Andrei SURUJIU

funcționarul Vladimir DOBROVOLSCHI

Au mai participat la recepție:

Reprezentantul Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Ilie LUNGU

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru Muntean

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării

funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion BEȘELEA

8. Lucrarea „*Reparația capitală la depozitele de muniții, precum și lucrări de construcție a valurilor de protecție la depozitul de muniții cu nr. cadastral 4501216059.34 și între depozitele nr. cadastral 4501216059.32 și 4501216059.33 amplasate la Centrul păstrare tehnică, armament și patrimoniu militar*”, este:

TRANSMISĂ:
ANTREPRENORUL:

(semnătura)

PRIMITĂ:

BENEFICIARUL
(GESTIONAR)

(semnătura)



Lista-anexa nr.1

la Procesul verbal de recepție la
terminarea lucrărilor Nr. 15 din
„16” „04” 2024

Documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete

Comisia de recepție la terminarea lucrărilor constată că din documentația scrisă și desenată nominalizată în pct. 3.2 la prezentul proces verbal, care trebuia prezentată, **este în posesia Gestionarului** (Centrul păstrare tehnică, armament și patrimoniu militar).

Comisia de recepție:

Președintele comisiei:

căpitan Alexandru VIȘNEVSCHI

Membrii comisiei:

locotenent Ion ROMAN

sergent clasa I Ruslan CAZACU

sergent clasa III Andrei SURUJIU

funcționarul Vladimir DOBROVOLSCHI

Au mai participat la recepție:

Reprezentantul Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Ilie LUNGU

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru Muntean

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării
funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion BEȘELEA

The right side of the document contains handwritten signatures and official stamps. At the top, there are four signatures corresponding to the members of the reception commission. Below these are two more signatures for the additional participants. A large circular official stamp is visible, containing the text 'MORGOCI VICTOR', '1104', and 'CENTRUL PĂSTRARE TEHNICĂ'. At the bottom, there are more signatures and a faint circular stamp.

Lista-anexa nr.2

la Procesul verbal de recepție la
terminarea lucrărilor Nr. 15 din
„16” „08” 2024

Lucrări neexecutate

Comisia de recepție la terminarea lucrărilor constată că **NU** sunt lucrări neexecutate.

Comisia de recepție:

Președintele comisiei:

căpitan Alexandru VIȘNEVSCHI

Membrii comisiei:

locotenent Ion ROMAN

sergent clasa I Ruslan CAZACU

sergent clasa III Andrei SURUJIU

funcționarul Vladimir DOBROVOLSCHI

Au mai participat la recepție:

Reprezentantul Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Ilie LUNGU

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru Muntean

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării
funcționarul Victor MORGOCI

Reprezenții Antreprenorului:

Serghei CIOBANU

Ion BEȘELEA

The right side of the document contains handwritten signatures and official stamps. At the top, there are four signatures corresponding to the members of the reception commission. Below these, there are two more signatures for participants. Further down, there are two circular official stamps. The top stamp is from the 'CENTRUL DE ARMAMENT ȘI MUNIȚII AL ARMATEI NAȚIONALE' and the bottom stamp is from the 'AGENȚIA ASIGURARE RESURSE ȘI ADMINISTRARE PATRIMONIULUI A MINISTERULUI APĂRĂRII'. Both stamps include the date '16.08.2024' and the number '1184'. There are also some handwritten marks and initials scattered around the stamps.

Lista-anexa nr.3
la Procesul verbal de recepție la
terminarea lucrărilor Nr. 15 din
16 " 04 2024

Lucrări, la care nu s-au respectat prevederile proiectului

Comisia de recepție la terminarea lucrărilor constată că **NU** sunt lucrări la care nu s-au respectat prevederile proiectului.

Comisia de recepție:

Președintele comisiei:

căpitan Alexandru VIȘNEVSCHI

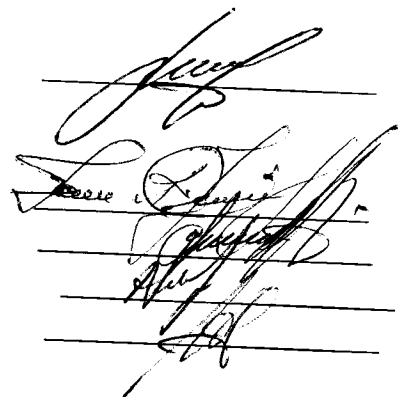
Membrii comisiei:

locotenent Ion ROMAN

sergent clasa I Ruslan CAZACU

sergent clasa III Andrei SURUJIU

funcționarul Vladimir DOBROVOLSCHI



Au mai participat la recepție:

Reprezentantul Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Ilie LUNGU

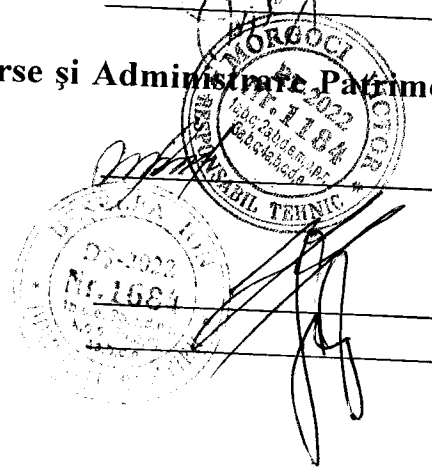
Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru Muntean

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării
funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion BEȘELEA



Valoarea lucrărilor

de reparație capitală la depozitele de muniții, precum și de construcție
a valurilor de protecție la depozitul de muniții cu nr. cadastral 4501216059.34
și între depozitele nr. cadastral 4501216059.32 și 4501216059.33
amplasate la Centrul păstrare tehnică, armament și patrimoniu militar

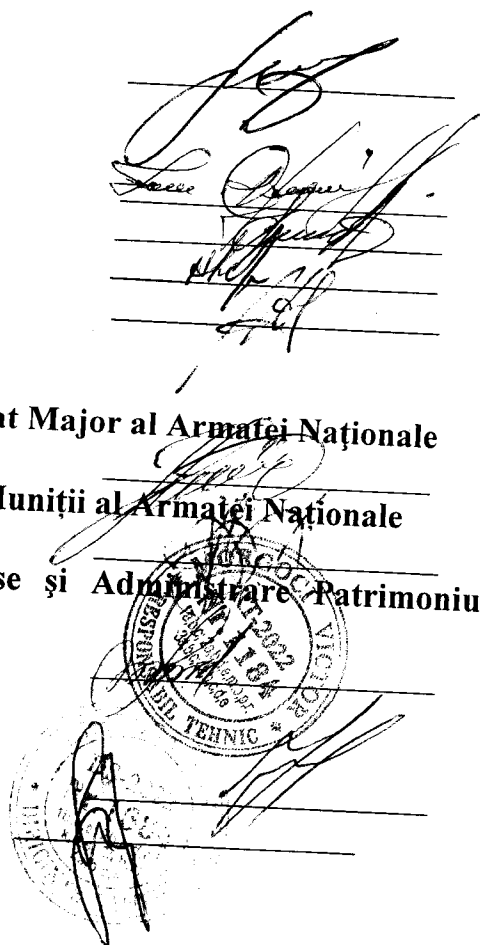
Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
1.	Construcția valurilor de protecție din pământ, inclusiv construcția traverselor din beton armat	m ³	8100,00	-	7 589 903,93
2	Reparația capitală a depozitelor: Nr. cadastral 4501216059.31 Nr. cadastral 4501216059.32 Nr. cadastral 4501216059.33 Nr. cadastral 4501216059.34	buc buc buc buc	1 1 1 1	- - - -	1 336 751,28 1 327 053,98 1 327 053,98 5 163 947,40
3.	Suprafața din beton armat	m ²	1476,87	-	2 556 830,38
4.	Sistem de paratrasnet	set	1	-	37 445,25
	ÎN TOTAL				19 338 986,20

Comisia de recepție:
Președintele comisiei:
căpitan Alexandru VIȘNEVSCHI

Membrii comisiei:
locotenent Ion ROMAN
sergent clasa I Ruslan CAZACU
sergent clasa III Andrei SURUJIU
funcționarul Vladimir DOBROVOLSCHI

Au mai participat la recepție:
Reprezentantul Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Ilie LUNGU
Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru Muntean
Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării
funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:
Serghei CIOBANU
Ion BEȘELEA



Valoarea bunurilor materiale
montate la obiectivul din cadrul Centrului păstrare tehnică, armament și patrimoniu militar

Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
1.	Safeu	buc	1	13 658,98	13 658,98
2.	Aparat de aier condiționat	buc	1	26 964,65	26 964,65
	ÎN TOTAL				40 623,63

Comisia de recepție:
Președintele comisiei:
căpitan Alexandru VIȘNEVSCHI

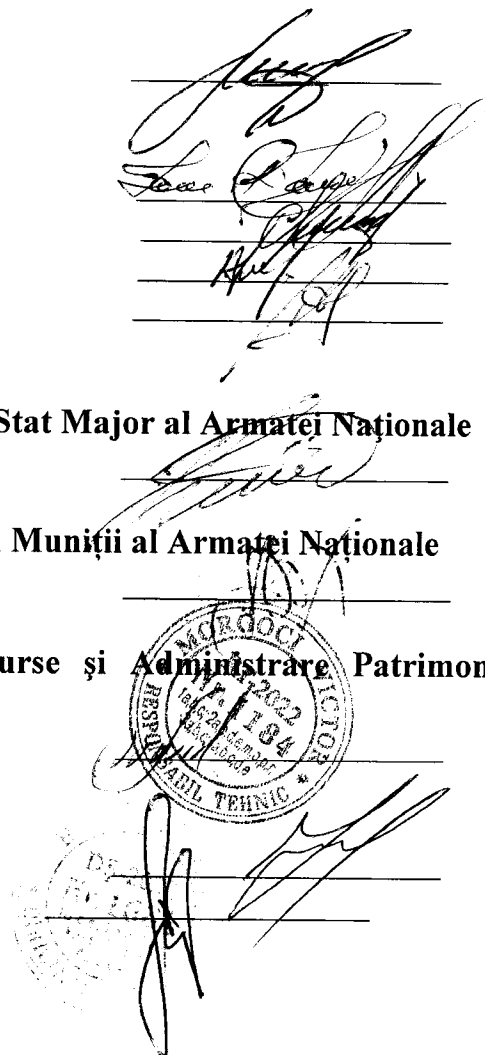
Membrii comisiei:
locotenent Ion ROMAN
sergent clasa I Ruslan CAZACU
sergent clasa III Andrei SURUJIU
funcționarul Vladimir DOBROVOLSCHI

Au mai participat la recepție:
Reprezentantul Direcție logistică, Marele Stat Major al Armatei Naționale
locotenent-colonel Ilie LUNGU

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru Muntean

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării
funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:
Serghei CIOBANU
Ion BEȘELEA



The block contains several handwritten signatures and official stamps. At the top, there are three distinct signatures. Below them, there are more signatures, some of which are partially obscured by stamps. A prominent circular stamp is visible, containing the text 'MORGOCI', '16/04/2024', and 'CENTRUL TEHNIC'. There are also rectangular stamps and additional signatures at the bottom of the block.

Instrucțiune **de întreținere și deservire a învelitoarelor la acoperiș** **executate din material pentru învelitori**

Defectele la învelitori apar în procesul de exploatare nu numai din cauza erorilor legate de încălcări ale proceselor tehnologice de executare ale învelitoarelor, nerespectarea regulilor de exploatare, dar și în legătură cu schimbarea proprietăților materialelor sub acțiunea factorilor climaterici.

Condiții de utilizare/exploatare:

1. Constau din corecta utilizare în timp a acoperișului/învelitorii, cu respectarea măsurilor de întreținere prevăzute, fără intervenții suplimentare cu modificări a învelitorii inițiale, proiectate și executate.
2. Orice intervenție neconformă, conduce la anularea garanției acordate și poate prejudicia funcționarea corectă a învelitorii.
3. Orice intervenție, preconizată, se va face cu acordul proiectantului de specialitate și se va executa de către personal calificat și atestat în domeniu.
4. Covorul de acoperire din materiale bitum - polimerice nu necesită protecție suplimentară împotriva acțiunilor climaterice și radiației ultraviolete.
5. Covorul de acoperire așezat trebuie să fie protejat împotriva vărsării pe suprafața sa a următoarelor substanțe:
 - benzină;
 - grăsimi, uleiuri minerale și vegetale;
 - solvenți organici diferiți tipuri.
6. Nu se admite contact direct al materialului de bitum-polimere cu aburul sau cu sursa de căldură cu temperatură permanentă la suprafața de contact mai mare de 45 °C.
7. Covorul de acoperire trebuie să fie protejat împotriva deteriorărilor mecanice. Marginile și capetele ascuțite ale materialelor străine (bolturi, tăieturi de sîrmă, armatură, cuie) pot deveni cauză a deteriorării covorului de acoperiș.
- Obiectele străine și gunoiul trebuie să fie înlăturate de pe acoperiș în rezultatul examinărilor profilactice.
8. Nu se permite formarea congestiilor de gunoi și praf pe învelitoare. Aceasta duce la dezvoltarea vegetației pe învelitoarea acoperișului, ceea ce poate duce la încălcarea continuității covorului de acoperire.
9. La instalarea pe covorul de acoperire a scărilor temporare este necesar de utilizat garniture de lemn.
10. Covorul din materiale bitum-polimerice suportă acțiuni limitate de circulație pe acesta, legate de examinarea stării covorului de acoperiș și deservirea periodică a utilajului, instalat pe acoperiș, însă nu suportă circulație permanentă.
- În locurile unde se efectuează trecerea persoanelor (mai des de 2 ori pe lună), trebuie să fie așezate treceri pietonale.
11. Pîlniile de evacuare a apei, rigolele și doliile trebuie să fie examinate primăvara (în timpul topirii zăpezii) și toamna (în timpul căderii frunzelor) nu mai puțin de 2 ori în lună.

În timpul acestor examinări trebuie să fie efectuată curățarea filtrelor pentru frunze în pâlniile pentru evacuarea apei și înlăturarea gunoiului și prafului în dolii, rigole.

12. Examinările planificate ale învelitoarelor

În cazul măririi termenelor de funcționare ale învelitoarelor fără reparație capitală sînt necesare observări periodice ale stării învelitoarei de acoperiș. Este important nu numai de depistat defectele mărunte, dar și de înlăturat acestea.

Examinările sezoniere sînt destinate pentru depistarea defectelor caracteristice.

Examinările vizuale planificate se efectuează **de 4 ori pe an** (primăvara, vara, toamna și iarna), la necesitate se efectuează examinări extraordinare.

Se examinează locurile de racordare a covorului de acoperire cu diferite construcții ale acoperișului:

- cu ieșirile pe acoperiș;
- cu racordările la pereți, parapete, ieșiri ale puțurilor de ventilație;
- cu prăjinile și tiranții antenelor de acoperiș;
- cu coloanele de canalizare;
- cu pâlniile scurgerilor interioare, cornișele și rigolele.

12.1. La examinările de primăvară trebuie:

- de determinat caracterul și dimensiunile umflărilor;
- de depistat apariția petelor de umezire în încăperile etajelor superioare;
- de controlat starea stratului de sus al covorului de acoperire cu acoperire de protecție, starea covorului în locurile racordărilor cu construcțiile proeminente sau utilajului ingineresc;

- de controlat corectitudinea fixării șorțurilor și cornișelor metalice de protecție;
- de controlat starea izolării în locurile trecerii prin învelitoare a pâlniilor de evacuare a apei, a șapelor, îngrădirilor, prăjinilor, etc.

12.2. La examinările de vară se determină:

- locurile de fisurare ale stratului de sus al covorului de învelitoare;
- alunecarea foilor materialelor în rulouri de pe suprafețele verticale;
- caracterul de deteriorare al stratului de sus al materialului în rulouri: apariția fisurilor, bulelor, cavernelor neîntrerupte.

12.3. La examinările de toamnă se controlează lucrul scurgerilor interioare și exterioare:

- în cazul scurgerilor interioare de evacuarea apei pe planul acoperișului se marchează zonele de stagnare a apei, gradul de blocarea pâlniilor;
- în cazul evacuării exterioare neorganizate a apei — locurile și gradul de umezire a pereților de fațadă și de soclu cu apa, care se scurge de pe acoperiș, pătrunderi ale apei pluviale prin balcoane în încăperile etajului de sus și în gropile de lumină ale etajelor de subsol.

Toate aceste examinări se efectuează cu scopul executării și finisării la timp a tuturor lucrărilor de reparație a învelitoarelor și pregătirii acestora către perioada de iarnă.

Învelitoarele și dispozitivele de recepție a apei este necesar să fi e curățate de frunze, ace de rășinoase și praf.

Totodată se interzice de evacuat frunzele și gunoiul în căile de evacuare a apei.

ATENȚIE: Pentru curățarea acoperișurilor trebuie de utilizat **lopeți, mături, alte instrumente din lemn sau polimere.**

12.4. La examinările de iarnă se controlează:

- zona și adîncimea așezării zăpezii pe suprafața învelitoarei, adunările de gheață ale acoperișului, îndeosebi în zonele din apropierea cornișelor;

- prezența și mărimea țurțurilor pe cornișe în cazul evacuării exterioare a apei;
- gradul de umplere cu gheață a puțurilor de ventilare și a umbrelor deasupra acestora, a găurilor de trecere a apei prin pereții exteriori;
- formarea dopurilor de gheață în țevile de evacuare a apei în cazul evacuării exterioare organizate a apei, prezența sau lipsa dopurilor de gheață la ieșirile de la sol ale burlanelor;
- prezența defectelor pîlniilor de evacuare a apei.

12.5. Concomitent cu controlul stării covorului de acoperire se efectuează controlul exploatațional al etanșeității la apă a covorului prin examinarea tavanelor încăperilor, amplasate sub acoperiș și înregistrarea pe plan a locurilor, unde sînt pete de umezeală.

Prin compararea locurilor de umezire a planșeelor cu planul acoperișului, se depistează cauzele, care cauzează apariția petelor de la umezire:

- defectele la racordările covorului învelitoarei cu diferite construcții de pe acoperiș;
- condensarea umezelii pe suprafața tavanului din cauza înghețării străbătute a învelitoarei.

13. Defecte tipice ale covorului de acoperire:

Defecte de suprafață ale covorului de acoperire:

- lipsa totală sau parțială a stratului de protecție;
- crăpăturile (lățimea de deschidere, direcția, lungimea și caracterul);
- dimensiunile și caracterul umflărilor (cu apă sau cu aer);
- prezența pungilor în rezultatul stratificării foilor în locurile de suprapunere, starea cîrpalelor de la reparațiile anterioare.

Defectele în locurile de racordare la suprafețele verticale și pe cornișe:

- desprinderea capătului covorului;
- tuberozitatea foilor în locurile de trecere la suprafața orizontală.

Deteriorările mecanice ale covorului de acoperire de la stîlpi și tiranți:

- deteriorarea locurilor de racordare a stîlpilor și tiranților cu covorul de acoperire principal.

Deteriorarea biologică a covorului de acoperire:

- prezența ciupercilor, vegetației, mușchilor cauzate de activitatea microorganismelor.

NOTA: Instrucțiunea este elaborată conform suplimentului de reguli la CP C.04.00-2015 „Supliment de reguli cu privire la proiectarea și amenajarea învelitorilor din materiale bitum-polimere”.

Elaborată:

Inspector superior secție infrastructură și supraveghere tehnică Direcție administrare bunuri imobile

Victor MORGOCI



INVESTITOR

Golden West Humanitarian Foundation

GESTIONAR

Centrul păstrare tehnică, armament și patrimoniu militar

ANTREPRENOR

SRL „Prestigiu-Az”

CERTIFICAT

de garanție a lucrărilor de reparație îndeplinite

La obiectivul „Lucrări de reparație capitală a depozitului cu nr. cadastral 4501216059.34, a acoperișurilor depozitelor, electricitatea interioară la depozite și valurile de protecție la depozitele de muniții amplasate la Baza păstrare tehnică, armament și patrimoniu militar”.

SRL „Prestigiu-Az” garantează că, la data recepției de „16” 04 2024, lucrarea executată conform contractelor EUCOM/69487 din 16 septembrie 2022 și EUCOM/67676 din 16 septembrie 2022 încheiat între Golden West Humanitarian Foundation și SRL „Prestigiu-Az”, are calitățile stipulate în contract, corespunde reglementărilor tehnice în vigoare și nu este afectată de vicii care ar diminua sau chiar anula valoarea sau posibilitatea de utilizare conform condițiilor normale de folosire sau celor explicate în contract.

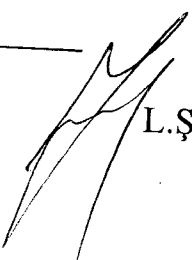
Pentru lucrările îndeplinite, conform contractului nominalizat, se stabilește termenul de garanție de bună execuție de la recepția la terminarea lucrărilor, după cum urmează:

- | | |
|--|---------------------------------------|
| - Acoperiș (4 depozite) | - 5 (cinci) ani; |
| - Sistema de electricitate interioară (4 depozite) | - 1 (unu) ani; |
| - Valurile de protecție | - 1 (unu) ani; |
| - Sistemul paratrăsnet | - 1 (unu) ani; |
| - La utilajul instalat | - conform certificatelor de garanție. |

Antreprenorul se obligă să lichideze din cont propriu defectele apărute în termenul de garanție, timp de cinci zile de la momentul calificării lor.

ANTREPRENOR:

SRL „Prestigiu-Az”

 L.Ș.

INVESTITOR

Golden West Humanitarian Foundation

GESTIONAR

Brigada 3 infanterie motorizată

ANTREPRENOR

SRL „Prestigiu-Az”

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

Nr. 44/3 din „18” 07 2024

**Lucrări de construcție și reparație capitală
la depozitele amplasate la Centrul de instruire a Brigăzii 3 infanterie
motorizată în cadrul contractelor EUCOM/69487 din 16 septembrie 2022
și EUCOM/67676 din 16 septembrie 2022**

Cahul

Privind lucrarea „*Lucrări de construcție și reparația capitală (iluminarea interioară) la depozitele din cadrul Centrului de instruire a Brigăzii 3 infanterie motorizată*” executată în cadrul contractelor EUCOM/69487 din 16 septembrie 2022 și EUCOM/67676 din 16 septembrie 2022 încheiat între Golden West Humanitarian Foundation și SRL „Prestigiu-Az”.

1. Comisia de recepție la terminarea lucrărilor și-a desfășurat activitatea la data de „___” _____ 2024, instituită prin ordinul Comandantului Brigăzii 3 infanterie motorizată nr. 324 din 28 decembrie 2023, fiind formată din:

Președintele comisiei:

maior Valerii DUȘA, șef interimar S4 secția logistică (locțiitor șef stat major) stat major.

Membrii comisiei:

locotenent-colonel Andrei STENGACI, șef secție financiară;

locotenent-major Stanislav TRICOLICI, comandant companie 311 infanterie motorizată batalion 31 infanterie mexanizată;

locotenent-major Marinela Ruslan COSOROTOV, comandant companie comunicații și informatică batalion sprijin de luptă;

funcționarul AN Alexandru BONDARI, șef interimar serviciu cazare S4 secție logistică stat major;

funcționarul AN Mihail GHETIU, șef depozit (cazare) grupă pluton asigurare companie asigurare batalion de suport.

2. Au mai participat la recepție în calitate de invitați:

Reprezentantul Direcției logistice, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION, specialist principal secție armament și blindate Direcția logistică.

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale

maior Alexandru MUNTEAN, ofițer principal (inginer superior-instructor) serviciul instruire, cercetare și dezvoltare armament și muniții, Centru de Armament și Muniții.

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

funcționar Victor MORGOCI, inspector superior secție infrastructură și supraveghere tehnică Direcție administrare bunuri imobile.

Reprezentanții Antreprenorului:

Serghei CIOBANU, directorul SC „Prestigiu-Az” SRL;

Ion BEȘELEA, diriginte de șantier atestat.

3. Constatările comisiei de recepție:

În urma examinării și analizei documentației tehnice și a documentelor prezentate, au rezultat următoarele:

3.1 Antreprenorul general SRL „Prestigiu-Az” SRL, a prezentat, în baza

contractelor EUCOM/69487 din 16 septembrie 2022 si EUCOM/67676 din 16 septembrie 2022, pentru recepție lucrările de construcție și reparație capitală (iluminatul interior) la depozitele din cadrul Centrului de instruire a Brigăzii 3 infanterie motorizată.

3.2 Constatările comisiei de recepție, sînt expuse în următoarele anexe la prezentul proces verbal:

- Lista-anexă nr.1: Din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete;

- Lista-anexă nr. 2: Lucrări neexecutate;

- Lista-anexă nr.3: Lucrările, la executarea cărora nu s-au respectat prevederile proiectului.

3.3 În baza datelor prezentate de către Antreprenor, valoarea lucrărilor de construcții și reparații capitale, la data de „30” mai 2024 constituie **82 425,00 USD**, echivalentul **1 542 912,74 lei/MD**, care vor fi repartizate și luate la evidență contabilă, de către reprezentanții secției financiare al Brigăzii 3 infanterie motorizată, după cum urmează:

- **valoarea lucrărilor de reparație capitală și de construcție**, la data de „30” mai 2024 constituie **1 502 289,15 lei/MD**, care vor fi luate la evidență contabilă, conform anexei nr.4;

- **valoarea totală a utilajului și a bunurilor materiale** montate la obiect, la data de „30” mai 2024 constituie **40 623,59 lei/MD**, care vor fi luate la evidență contabilă, conform anexei nr.5.

3.4 Obiectul nominalizat mai sus, a fost executat prin programe de asistență externă, finanțat de către Golden West Humanitarian Foundation.

Acest contract de reparație capitală și de construcție **este supus Hotărârii Guvernului RM nr.246 din 08.04.2010 privind aplicarea cotei zero a TVA-ului;**

3.5 Obiecțiile și neconformitățile Beneficiarului, au fost remediate în timpul executării lucrărilor de către Antreprenor.

Lucrările pe specialități, au fost executate conform cerințelor documentației normative în vigoare, obiectivul poate fi exploatat conform destinației.

Totodată, în cazul în care o anumită lucrare neesențială care necesită remedieri sau corectări nu este inclusă în prezentul proces verbal, Antreprenorul nu va fi scutit de responsabilitatea de executare corespunzătoare a acestora în conformitate cu prevederile contractului nominalizat.

3.6 Perioada de garanție a lucrărilor executate, se stabilește în baza prevederilor contractelor EUCOM/69487 din 16 septembrie 2022 si EUCOM/67676 din 16 septembrie 2022 de **1 (unu) ani**, începînd de la data semnării prezentului proces verbal.

4. Comisia de recepție, în baza constatărilor făcute, propune următoarele:

- de a recepționa terminarea lucrărilor la obiectivele nominalizate mai sus, **fără obiecții.**

5. Comisia de recepție motivează propunerea făcută prin:

- constatarea la fața locului a executării lucrărilor de reparație contractate.

6. Comisia de recepție studiind documentele și constatarea la fața locului, recomandă următoarele:

- **admiterea recepției** la terminarea lucrărilor, cu propunerea acestuia spre recepție finală, conform prevederilor legislației în vigoare;
- exploatarea tehnică corectă a obiectivului de către persoanele responsabile pentru întreținere și exploatare.

6¹. Descrierea obiectului recomandat spre recepție:

a) Construcții:

- Obiectivul cu numărul cadastral **1720105.001.01**, adresa poștală **r-nul Cahul, sat. Crihana Veche (extravilan)**, destinația **specială**, suprafața la sol **574,90 m²** nr. etaje **1 (unu)**, conform rezultatelor inspecției bunului imobil;
- Obiectivul cu numărul cadastral **1720105.001.02**, adresa poștală **r-nul Cahul, sat. Crihana Veche (extravilan)**, destinația **specială**, suprafața la sol **593,60 m²** nr. etaje **1 (unu)**, conform rezultatelor inspecției bunului imobil;
- Obiectivul cu numărul cadastral **1720105.001.03**, adresa poștală **r-nul Cahul, sat. Crihana Veche (extravilan)**, destinația **specială**, suprafața la sol **448,50 m²** nr. etaje **1 (unu)**, conform rezultatelor inspecției bunului imobil;
- Obiectivul cu numărul cadastral **1720105.001.04**, adresa poștală **r-nul Cahul, sat. Crihana Veche (extravilan)**, destinația **specială**, suprafața la sol **462,40 m²** nr. etaje **1 (unu)**, conform rezultatelor inspecției bunului imobil.

b) Amenajarea teritoriului:

- Suprafață din beton armat **765,0 m²**, conform rezultatelor inspecției obiectului.

7. Prezentul proces-verbal, conținând 5 (cinci) file și 5 (anexe) anexe, cu un total de 10 (zece) file, a fost încheiat astăzi, „___” _____ 2024 în 5 exemplare.

Comisia de recepție:

Președintele comisiei:

maior Valerii DUȘA

Membrii comisiei:

locotenent-colonel Andrei STENGACI

locotenent-major Stanislav TRICOLICI

locotenent-major Marinela Ruslan COSOROTOV

funcționarul AN Alexandru BONDARI

funcționarul AN Mihail GHETIU

Au mai participat la recepție:

Reprezentantul Direcției logistică, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru MUNTEAN

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării
funcționarul Victor MORGOCI



Reprezentanții Antreprenorului:
Serghei CIOBANU
Ion BEȘELEA

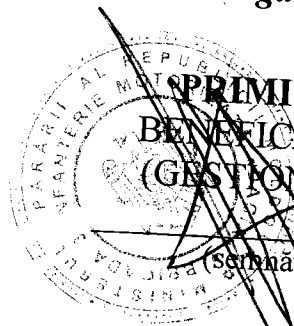
8. Lucrarea „*Lucrări de construcție și reparația capitală (iluminarea interioară) la depozitele din cadrul Centrului de instruire a Brigăzii 3 infanterie motorizată*”, este:

TRANSMISĂ:
ANTREPRENORUL:

(semnătura)

PRIMITĂ:
BENEFICIARUL
(GESTIONAR)

(semnătura)



Documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sînt incomplete

Nu este cazul

Comisia de recepție:

Președintele comisiei:

maior Valerii DUȘA

Membrii comisiei:

locotenent-colonel Andrei STENGACI

locotenent-major Stanislav TRICOLICI

locotenent-major Marinela Ruslan COSOROTOV

funcționarul AN Alexandru BONDARI

funcționarul AN Mihail GHETIU

Au mai participat la recepție:

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locotenent-colonel Alexandru ARION

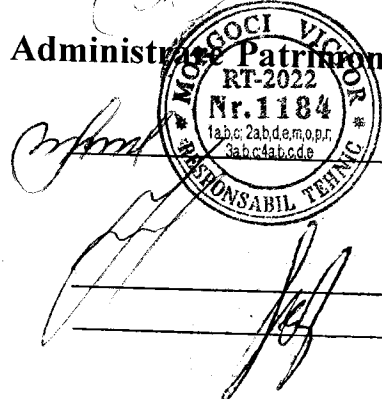
Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru MUNTEAN

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării
funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:

Serghei CIOBANU

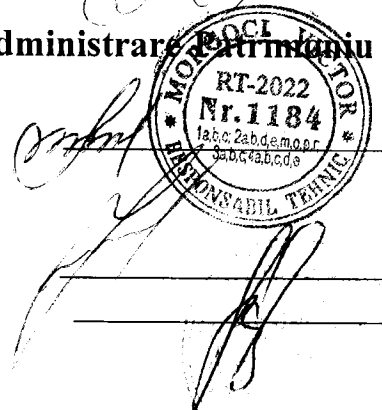
Ion BEȘELEA



la Procesul verbal de recepție la
terminarea lucrărilor Nr. ____ din
” _____ 2024

2024

Reprezentanții Antreprenorului:
Serghei CIOBANU
Ion BESELEA



Lista-anexa nr.3

la Procesul verbal de recepție la
terminarea lucrărilor Nr. ____ din
„____” „____” 2024

Lucrări, la care nu s-au respectat prevederile proiectului

Nu este cazul

Comisia de recepție:
Președintele comisiei:
maior Valerii DUȘA

Membrii comisiei:
locotenent-colonel Andrei STENGACI
locotenent-major Stanislav TRICOLICI
locotenent-major Marinela Ruslan COSOROTOV
funcționarul AN Alexandru BONDARI
funcționarul AN Mihail GHEȚIU

Au mai participat la recepție:
Reprezentantul Direcției logistice, Marele Stat Major al Armatei Naționale
locotenent-colonel Alexandru ARION

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru MUNTEAN

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a
Ministerului Apărării
funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:
Serghei CIOBANU
Ion BEȘELEA

The right side of the document contains handwritten signatures and official stamps corresponding to the names listed on the left. At the top, there is a signature for the President of the Commission (maior Valerii DUȘA). Below it, there are four signatures for the Commission Members (locomotenent-colonel Andrei STENGACI, locomotenent-major Stanislav TRICOLICI, locomotenent-major Marinela Ruslan COSOROTOV, and funcționarul AN Alexandru BONDARI). Further down, there is a signature for the representative of the Logistics Directorate (locotenent-colonel Alexandru ARION). Below that, there is a signature for the representative of the Center of Armament and Munitions (maior Alexandru MUNTEAN). Then, there is a signature for the representative of the Agency for Resource Assurance and Asset Administration (funcționarul Victor MORGOCI). At the bottom, there are two signatures for the contractor representatives (Serghei CIOBANU and Ion BEȘELEA). A circular official stamp is visible, partially overlapping the signature of Victor MORGOCI. The stamp contains the text: 'MORGOCI VICTOR', 'RT-2022', 'Nr. 1134', 'tab: 2abdemopn', '3abctabcca', and 'RESPONSABIL TEHNIC'.

Valoarea lucrărilor
de construcție și reparație capitală (iluminatul interior) la depozitele de muniții,
amplasate la Centrul de instruire a Brigăzii 3 infanterie motorizată

Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
1	Lucrări de iluminare la depozite: Nr. cadastral <u>1720105.001.01</u> Nr. cadastral <u>1720105.001.02</u> Nr. cadastral <u>1720105.001.03</u> Nr. cadastral <u>1720105.001.04</u>	buc buc buc buc	1 1 1 1	- - - -	106 667,29 106 667,29 106 667,29 106 667,29
2.	Suprafața din beton armat	m ²	765,0	-	1 038 174,74
3.	Sistem de paratrasnet	set	1	-	37 445,25
	ÎN TOTAL				1 502 289,15

Comisia de recepție:

Președintele comisiei:

maior Valerii DUȘA

Membrii comisiei:

locotenent-colonel Andrei STENGACI

locotenent-major Stanislav TRICOLICI

locotenent-major Marinela Ruslan COSOROTOV

funcționarul AN Alexandru BONDARI

funcționarul AN Mihail GHEȚIU

Au mai participat la recepție:

Reprezentantul Direcției logistice, Marele Stat Major al Armatei Naționale

locotenent-colonel Alexandru ARION

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru MUNTEAN

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării

funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion BEȘELEA

Anexă nr. 5

la procesul-verbal de recepție
la terminarea lucrărilor
din „___” _____ 2024

Valoarea bunurilor materiale
montate la obiectivul din cadrul Centrului de instruire a Brigăzii 3 infanterie
motorizată

Nr crt	Denumirea	U/M	Can t	Preț (lei)	Suma (lei)
1.	Safeu	buc	1	13 658,94	13 658,94
2.	Aparat de aer condiționat	buc	1	26 964,65	26 964,65
ÎN TOTAL					40 623,59

Comisia de recepție:
Președintele comisiei:
maior Valerii DUȘA

Membrii comisiei:
locotenent-colonel Andrei STENGACI
locotenent-major Stanislav TRICOLICI
locotenent-major Marinela Ruslan COSOROTOV
funcționarul AN Alexandru BONDARI
funcționarul AN Mihail GHEȚIU

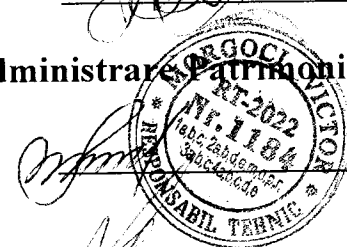
Au mai participat la recepție:
Reprezentantul Direcției logistice, Marele Stat Major al Armatei Naționale
locotenent-colonel Alexandru ARION

Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru MUNTEAN

Reprezentantul Agenției Asigurare Resurse și Administrare Patrimoniu a Ministerului Apărării
funcționarul Victor MORGOCI

Reprezentanții Antreprenorului:
Serghei CIOBANU

Ion BEȘELEA



SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. N3319119R0406	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 09-Aug-2019	PAGE OF PAGES 1 OF 23
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. N3319119C0406		5. REQUISITION/PURCHASE REQUEST NO. ACQR5629108		6. PROJECT NO.	
7. ISSUED BY CODE N33191 NAVFAC EUROPE AFRICA SOUTHWEST ASIA VIALE PORTO CAPODICHINO NAPOLI 80144 TEL: 39 081 568 7750 FAX: 39 081 568 7750		8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; font-weight: bold; padding: 20px;">See Item 7</div>			
9. FOR INFORMATION CALL:	A. NAME SABRINA M WENNING		B. TELEPHONE NO. <i>(Include area code) (NO COLLECT CALLS)</i> 314-626-6211		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> N33191-19-R-0406 D-B Construct Fire and Rescue Station, Anenii Noi, Moldova Proposals shall be submitted electronically per the instruction sin Block 13 and Section 00100. Please note: The deadline to submit proposals is in Central European Summer Time (CEST). In accordance with FAR 36.204, the magnitude of this project is expected to be betw een \$250,000 and \$500,000.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>700</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				12B. CALENDAR DAYS	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>10:00 AM</u> <i>(hour)</i> local time <u>03 May 2019</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued)*(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*
PRESTIGIU-AZ SRL
SERGIU CIOBANU
PADURILOR
CHISINAU MD 2092

15. TELEPHONE NO. *(Include area code)*
373 022 00 95 00

16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

See Item 14

CODE
STE93

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT
\$407,200.00

23. ACCOUNTING AND APPROPRIATION DATA
See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

See Item 7

27. PAYMENT WILL BE MADE BY:

CODE

N62588

COMMERCIAL BILL PAYING OFFICE - NAPLES
NSA, COMPTROLLER DEPT.
ADMIN III
VIALE FULCO RUFFO DI CALABRIA
NAPOLI 80144

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award constitutes the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: Proposal dated 02 May 2019

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN *(Type or print)*
Sergiu Ciobanu, Director

31A. NAME OF CONTRACTING OFFICER *(Type or print)*
Cynthia Mafara / Contract Specialist

TEL: 081 568 7745

EMAIL: cynthia.mafara@eu.navy.mil

30B. SIGNATURE

30C. DATE

09-Aug-2019

31B. UNITED STATES OF AMERICA
BY *Cynthia Ciobanu*

31C. AWARD DATE
09-Aug-2019

Section 00010 - Solicitation Contract Form

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Bid Construct Fire & Rescue Station FFP The contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to design and construct a Fire and Rescue Station for D-B Construct Fire and Rescue Station, Anenii Noi, Moldova in accordance with the Performance Technical Specifications - Attachment 1 to this solicitation. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5629108 PSC CD: Y1JZ	1	Each	\$392,000.00	\$392,000.00
NET AMT					\$392,000.00
000101	FUND ACRN AA FFP Funding Doc. No. W91FVL937697 Customer ACRN: AA MILSTRIP: W91FVL937697				\$0.00
NET AMT					\$0.00
ACRN AA CIN: 00000000000000000000000000000000					\$392,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Each	\$15,200.00	\$15,200.00
EXERCISED OPTION	Option Item No. 1 Fully Usable Basement FEB				

The contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to design and construct a fully usable basement for D-B Construct Fire and Rescue Station, Anenii Noi, Moldova in accordance with the Performance Technical Specifications - Attachment 1 to this solicitation.

FOB: Destination

PURCHASE REQUEST NUMBER: ACQR5629108

PSC CD: Y1JZ

NET AMT	\$15,200.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					\$0.00

FUND ACRN AA
FFP
Funding Doc. No. W91FVL937697 Customer ACRN: AA
MILSTRIP: W91FVL937697

NET AMT	\$0.00
---------	--------

ACRN AA	\$15,200.00
CIN: 00000000000000000000000000000000	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Each	\$25,050.00	\$25,050.00
OPTION	Option Item No. 2 Develop Land and Fence FFP The contractor shall provide all labor, supervision, materials, equipment and applicable safety precautions necessary to design and construct complete development of the plot of land and new fences for D-B Construct Fire and Rescue Station, Anenii Noi, Moldova in accordance with the Performance Technical Specifications - Attachment 1 to this solicitation. FOB: Destination PURCHASE REQUEST NUMBER: ACQR5629108 PSC CD: Y1JZ				
NET AMT					\$25,050.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
000101	N/A	N/A	N/A	N/A
0002	N/A	N/A	N/A	Government
000201	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 09-AUG-2019 TO 10-JUL-2021	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 09-AUG-2019 TO 10-JUL-2021	N/A	N/A FOB: Destination	

000201	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A

Section 00700 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-13	System for Award Management Maintenance	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-13	Time Extensions	SEP 2000
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.215-2	Audit and Records--Negotiation	OCT 2010
52.217-5	Evaluation Of Options	JUL 1990
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-50 Alt I	Combating Trafficking in Persons (JAN 2019) Alternate I	MAR 2015
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.227-4	Patent Indemnity-Construction Contracts	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-17	Interest	MAY 2014
52.232-27	Prompt Payment for Construction Contracts	JAN 2017
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.236-2	Differing Site Conditions	APR 1984

52.236-5	Material and Workmanship	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-26	Preconstruction Conference	FEB 1995
52.236-27	Site Visit (Construction)	FEB 1995
52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	JUN 2007
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	OCT 2018
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-12	Inspection of Construction	AUG 1996
52.246-13	Inspection--Dismantling, Demolition, or Removal of Improvements	AUG 1996
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2 Alt II	Termination For Convenience Of The Government (Fixed Price) (Apr 2012) - Alternate II	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7022	Government Rights (Unlimited)	MAR 1979
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.236-7000	Modification Proposals-Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

252.247-7024

Notification Of Transportation Of Supplies By Sea

MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after award of the contract, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 700 days from date of award. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of \$200 for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 180 days from date of award. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal

Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (JULY 2013)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management, the Government has designated the office cited in paragraph (c) of this clause as

the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name:

Sabrina Wenning

Mailing Address:

NAVFAC EURAFSWA
VIALE PORTO BOX 51
AEROPORTO, CAPODICHINO
80144 NAPOLI, ITALIA

Telephone Number:

0039-081-5686211

Person to Contact:

Sabrina Wenning

Electronic Address:

Sabrina.Wenning@eu.navy.mil

(End of clause)

52.233-1 DISPUTES. (MAY 2014)

(a) This contract is subject to 41 U.S.C. chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C. chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C. chapter 71. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C. chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

NAVFAC EURAFSWA
VIALE PORTO BOX 51

AEROPORTO, CAPODICHINO
80144 NAPOLI, ITALIA

ATTN: TERESA SMITH
EMAIL: TERESA.SMITH@EU.NAVY.MIL

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least **50%** percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

(End of clause)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Unit (NCIS).

(End of clause)

252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL--BASIC (NOV 2014)

(a) Definitions. As used in this clause--

Commercially available off-the-shelf (COTS) item--

(i) Means any item of supply (including construction material) that is--

(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(i) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

ii) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(i) An unmanufactured construction material mined or produced in the United States; or

(ii) A construction material manufactured in the United States, if--

(A) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(B) The construction material is a COTS item.

``United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. This clause implements the Balance of Payments Program by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except for—

(1) Construction material valued at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation;

(2) Information technology that is a commercial item; or

(3) The construction material or components listed by the Government as follows:

None

(End of clause)

252.229-7001 TAX RELIEF (SEPT 2014)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror Insert)

RATE (PERCENTAGE): (Offeror Insert)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors that might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large-scale drawings shall govern small-scale drawings; and
 - (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.
- (d) Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.
- (e) The work shall conform to the specifications and the contract drawings identified on the following index of drawings:

Attachment 1: Performance Technical Statement

(End of clause)

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Certified cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

5252.236-9307 DRAWINGS PREPARED BY AN ARCHITECT-ENGINEER (JUN 1994)

The engineer or architect signing the drawings must be registered in the country of record for the Architect-Engineer company or the country of the proposed construction -- as a Professional Engineer (P.E.) or Registered Architect (R.A.). In addition, the drawings shall be signed by a responsible person of corporate status in the Architect-Engineer firm and stamped with his/her registration seal when the seal is authorized by the country where the project is to be constructed.

5252.236-9313 DESIGN-BUILD CONTRACT – INCORPORATION OF DESIGNER OF RECORD FINAL DESIGN (JUL 2008)

Upon Government receipt and acceptance of the Designer of Record signed and stamped final design submission for all work, a no-cost unilateral modification shall be issued to incorporate the final design into the contract.

If the Contractor is authorized to proceed with portions of the work prior to the completion of a final design for all work, a no-cost unilateral modification shall be issued for each Government accepted Designer of Record signed and stamped design submission for each portion of the work in order to incorporate that design submittal into the contract. (End of clause)

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 10 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

Section 00800 - Special Contract Requirements

INVOICING INSTRUCTIONS
CONTRACT ADMINISTRATION

A. The Contractor shall submit a single invoice for construction work completed. Only one (1) invoice per month shall be submitted.

An invoice will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. The invoices for the work shall be formatted in accordance with the samples provided in the pre-construction meeting.

B. An invoice is a written request for payment under the contract, for supplies delivered or for services rendered. A proper invoice must include the following:

- (1) Name and address of the Contractor;
- (2) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of submitting the invoice);
- (3) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number (CLIN));
- (4) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed;
- (5) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (6) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice;
- (7) Any other information or documentation required by other provisions of the contract:
Schedule of Prices –

The contractor shall include a Schedule of Prices with their invoice. This document shall include the main elements of the construction contract. The Contracting Officer Representative and Project Manager of the contract shall agree on the percentages executed for each contract line item.

The Schedule of Prices will only be approved if the prices are correctly distributed. Only elements that are tangible and incorporated into the job site shall be authorized.

The Schedule of Prices shall clearly identify each project(s) and each contract option, if applicable, that may be awarded. If there is more than one project site location, clearly identify the site by name and include the required invoice information for each project. Whether there are multiple project site locations or one project site location, submit only one invoice.

No invoice shall be processed until the Schedule of Prices is accepted by the Contracting Officer Representative.

The invoice shall be prepared and submitted to the Contracting Officer Representative, unless otherwise specified.

CONTRACTOR'S FINAL RELEASE OF CLAIM

The Contractor shall complete and submit, to the Contracting Officer, a correct "Contractor's Final Release of Claims statement with their Final invoice. (Template will be provided with contract award.)

ACCOUNTING AND APPROPRIATION DATA

AA: 9780819 6800 320 012178 2D 000000
COST CODE: W91FVL937697
AMOUNT: \$407,200.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	00000000000000000000000000000000	\$392,000.00
	000201	00000000000000000000000000000000	\$15,200.00



EUCOM Humanitarian Assistance Program

DESIGN AND CONSTRUCTION ANENII NOI FIRE AND RESCUE STATION

Anenii Noi, Moldova

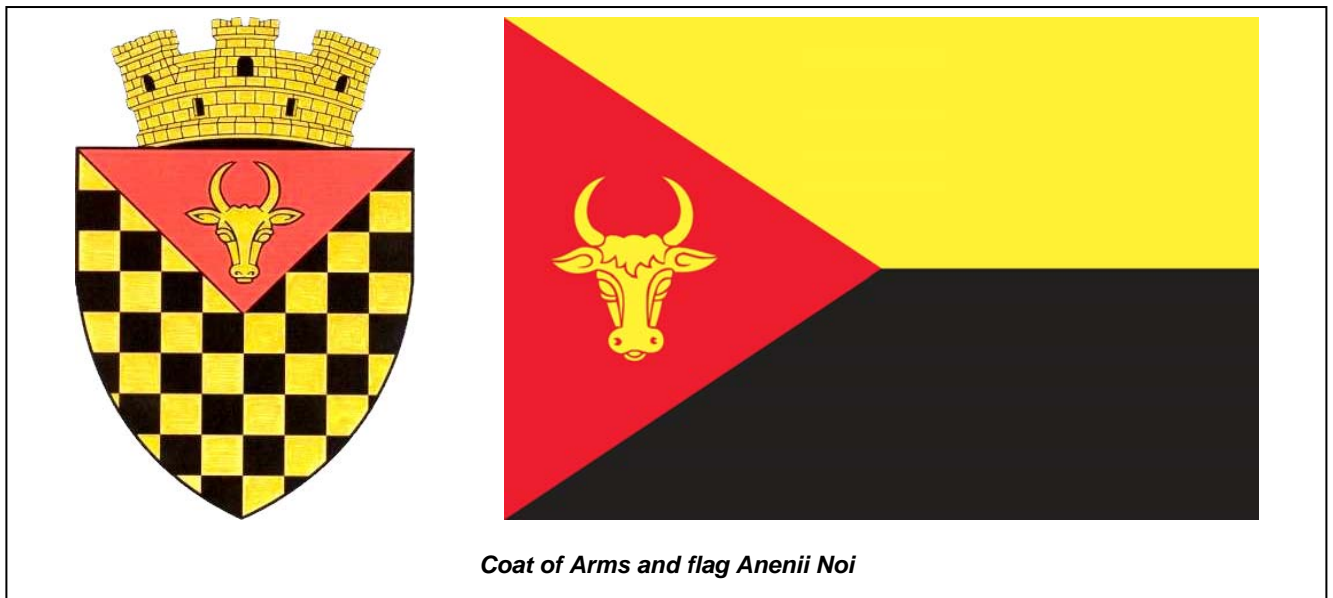
OHASIS MD-HA-2018-00038807

Jan 2019

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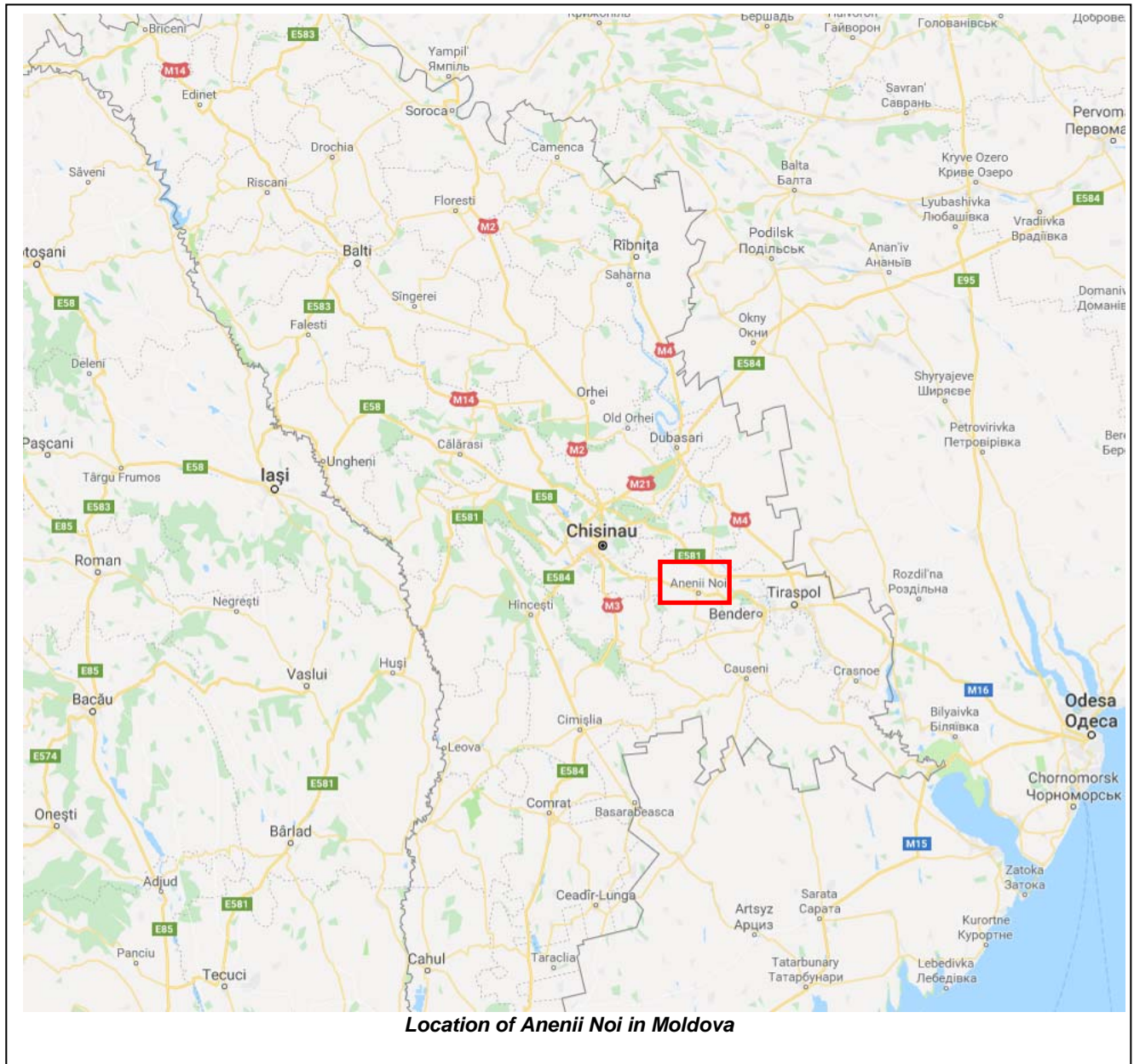
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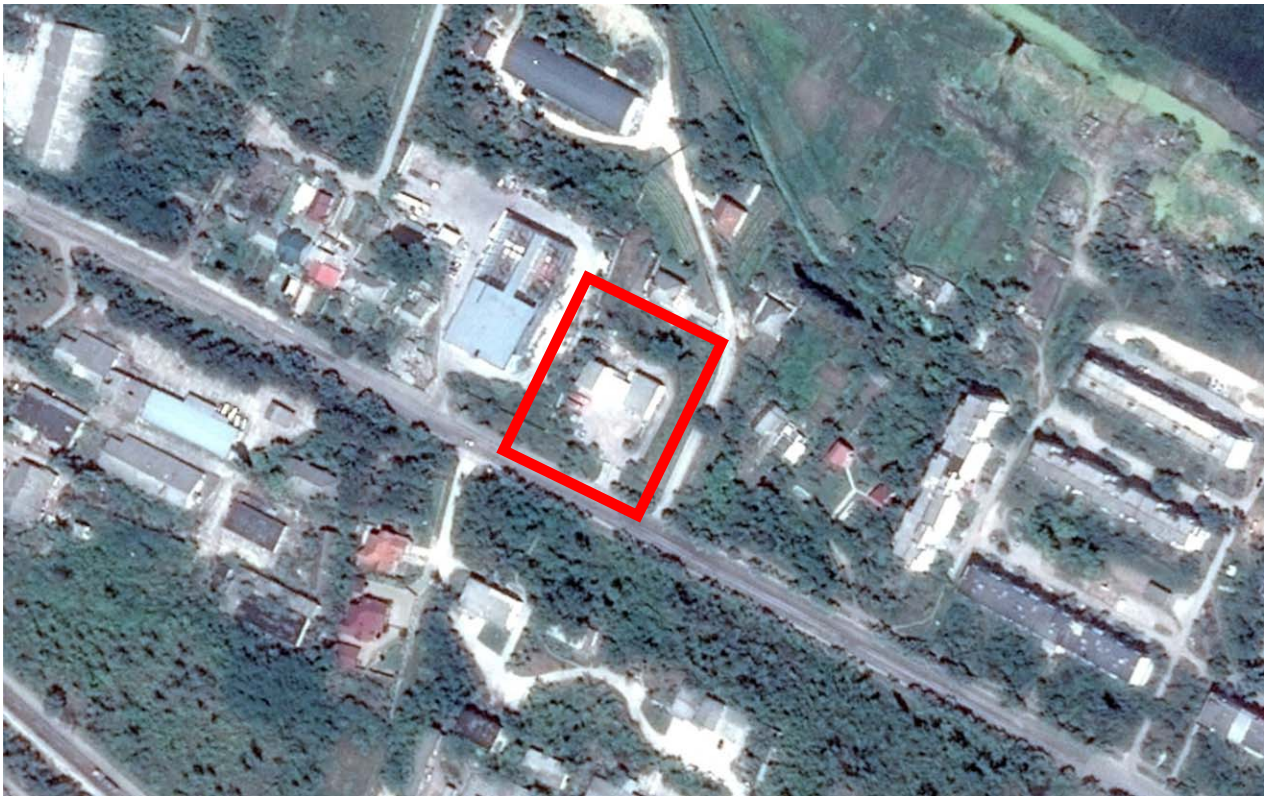


1. GENERAL DESCRIPTION OF PROJECT

1.1 Location of project

The project is located in the City of Anenii Noi. See drawing below for location of Anenii Noi, approximately 35 kilometers South-East from Chisinau.





Location of job site in Anenii Noi

1.2 Legal and Technical Requirements

The project execution is based on the following principles:

- Strict compliance with US Contracting Regulations, including the requirements of the Department of Defense, the US Navy and Naval Facilities Engineering Command (NAVFAC).
- Strict compliance with Moldovan technical and legal regulations, with special emphasis on the specific technical regulations regarding the design and construction of Fire Stations.
- Strict compliance with Moldovan Safety regulations, unless the US safety regulations (USACE EM 385-1-1) is more strict and not in conflict with the Moldovan safety regulations.
- Compliance with technical and administrative requirements described in this document.

1.3 General Contract Description

This document is a Performance Technical Specifications (PTS) for a full Design-Build project. This PTS includes a description of the required finished work.

This is a design-build contract. This means that the Contractor shall:

- Make necessary designs as required by this PTS for the different items of work
- Obtain NAVFAC's acceptance of the designs and the approval of the beneficiary and the Municipality of Anenii Noi.
- Obtain required formal approvals from competent and required Moldovan authorities, including the necessary expert review by third party company as required by Moldovan regulations, which shall be paid by the Contractor.
- Execute the construction works
- Obtain the acceptance of NAVFAC and the partial and final approvals by the competent and required Moldovan authorities and third party experts for the executed construction works.

Note: The contract includes third party review of all items of work which are required by Moldovan regulations. In case the Moldovan regulations do not allow for the Contractor to be the client for this independent review, the Contractor shall pay for the third party review and assign a different party as the client for this independent company, which could be the Contracting Officer Representative or other agency authorized by the Contracting Officer.

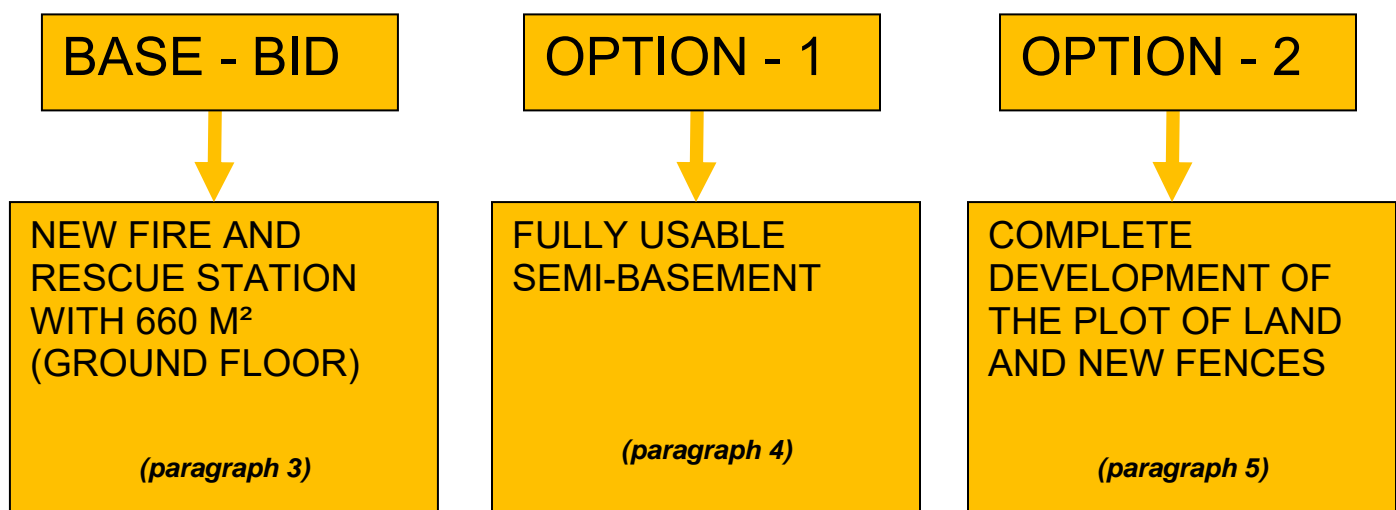
Note: The Contractor needs to be familiar with the regulations of Moldova, in order to account for the different required permits, reviews and authorizations for new construction works.

1.4 General Scope of Work – Structure of the Contract

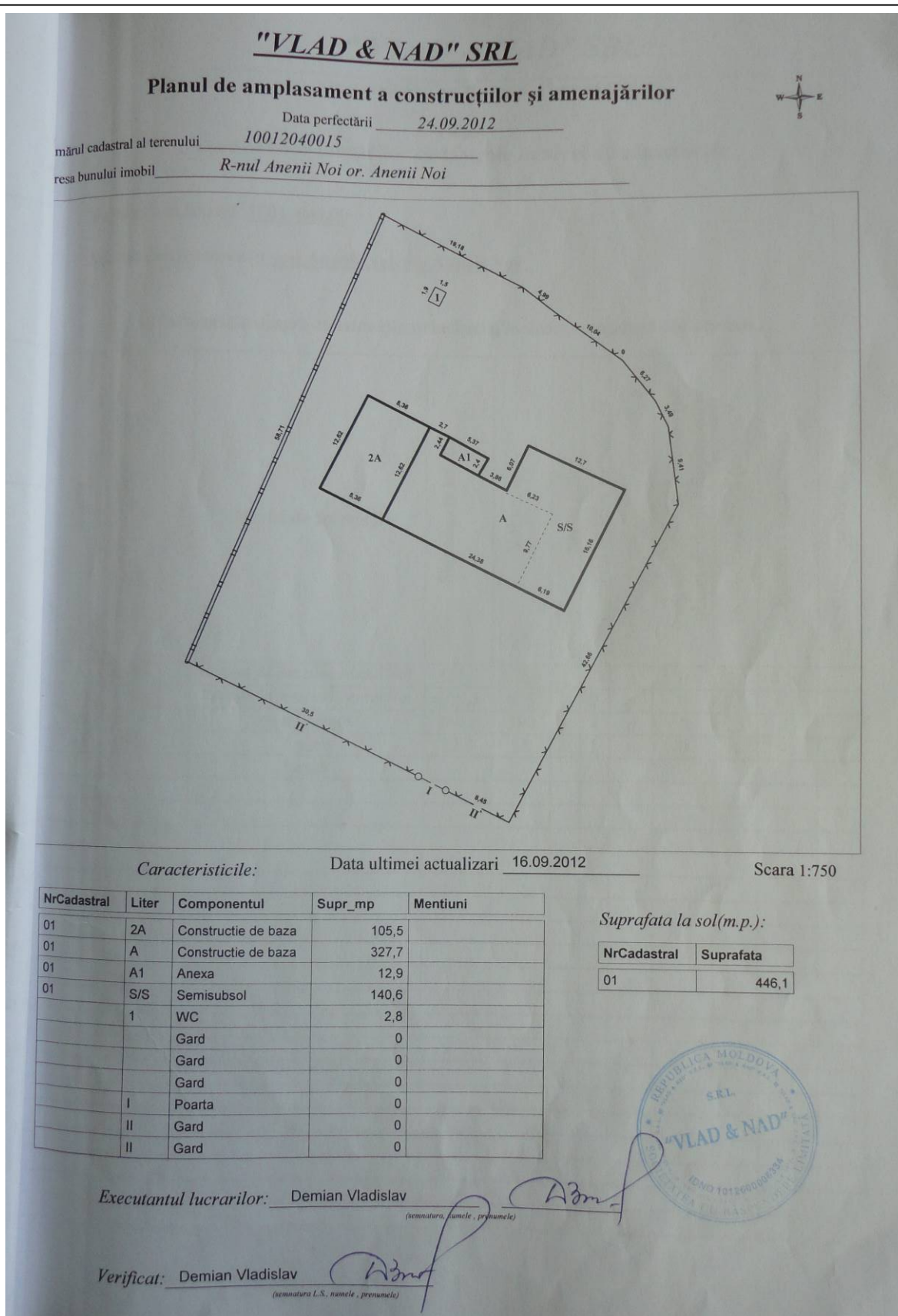
This document includes everything necessary to design and build a new fully finished and operational Fire and Rescue Station in the city of Anenii Noi. The work is divided into Base-Bid and 2 contract options. Each one of the contract options will be awarded (or not) depending upon availability of funds, as well as other factors that the US Government will unilaterally consider. The Contractor shall provide a separate price for the Base-Bid and the two contract options, as required by the solicitation documents.

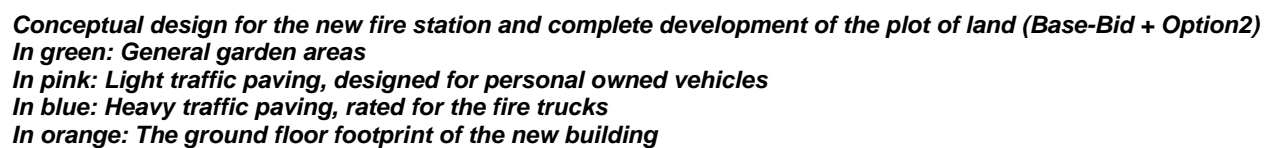
In general terms, the works include the repair by replacement of the existing Fire and Rescue Station, including the following items of work:

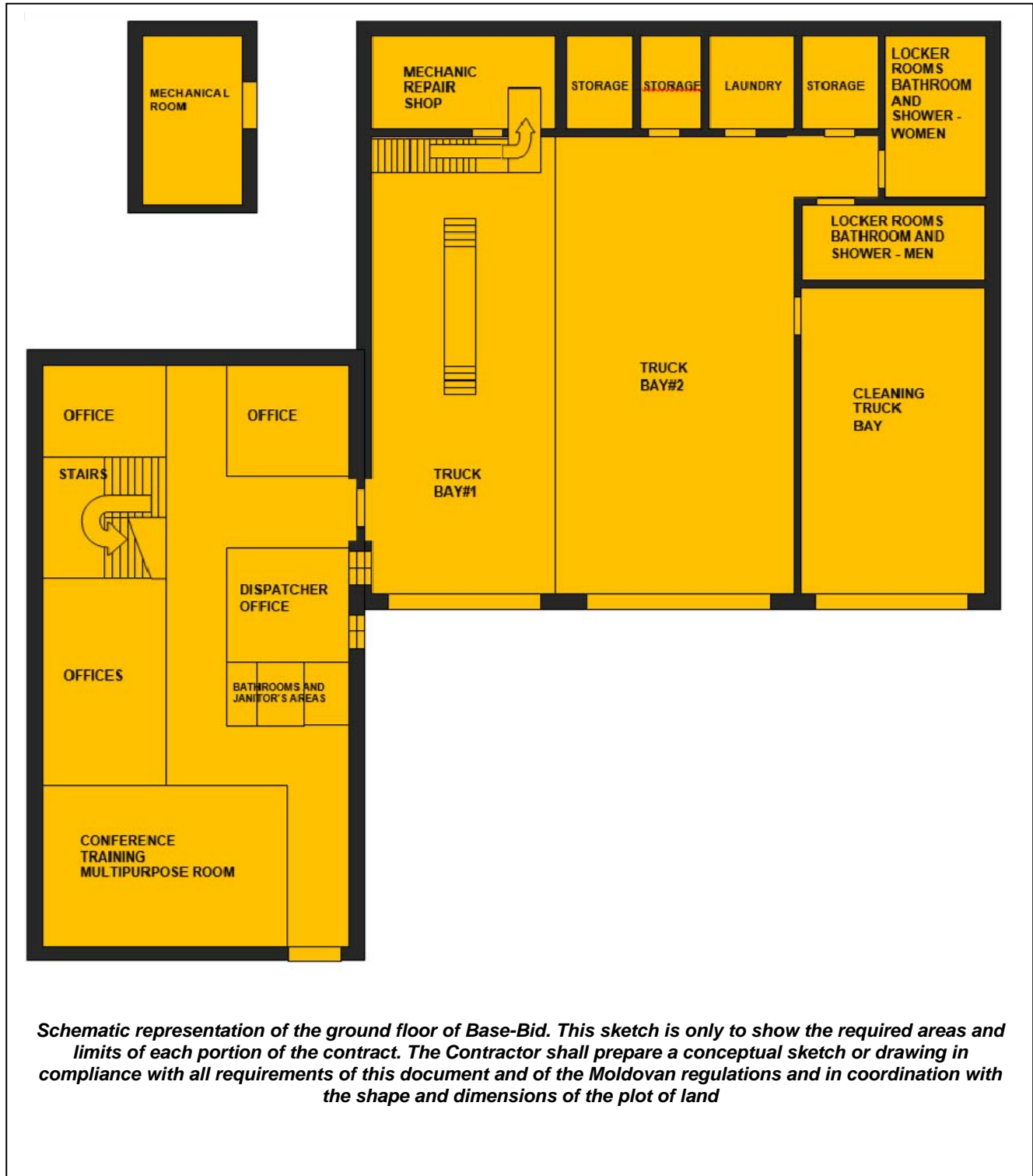
- Base-Bid: Design and construction of new fully operational Fire and Rescue Station, with all items described in this document with total footprint $\geq 660 \text{ m}^2$ or total built area in the ground floor. This includes minimum:
 - Ground floor: 420 m^2 of industrial area
 - Ground floor: 220 m^2 of Admin/Living area
 - Ground floor: 20 m^2 for mechanical room
 - Second floor: 90 m^2 of industrial area
 - Second floor: 170 m^2 of Admin/Living areas
 - Second floor: 50 m^2 of terrace (maximum)
 - Semi-basement under industrial area: 300 m^2 with rough finishes inside
 - Light vehicle paving: 300 m^2
 - Heavy vehicle paving: 300 m^2
 - Landscaping: 400 m^2
- Contract Option-1: Make usable semi-basement of minimum 300 m^2 completely usable.
- Contract Option-2: Complete development of the plot of land including:
 - Increase light vehicle paving from 300 m^2 to 500 m^2
 - Increase heavy vehicle paving from 300 m^2 to 500 m^2
 - Provide new fence around plot of land
 - Perimeter fence for the plot of land and new entrance gate
 - Complete development of all areas in the plot of land of $2,500 \text{ m}^2$ and not included in any of the previous items



Note: All surfaces described above refer to built area, or surface from wall to wall.

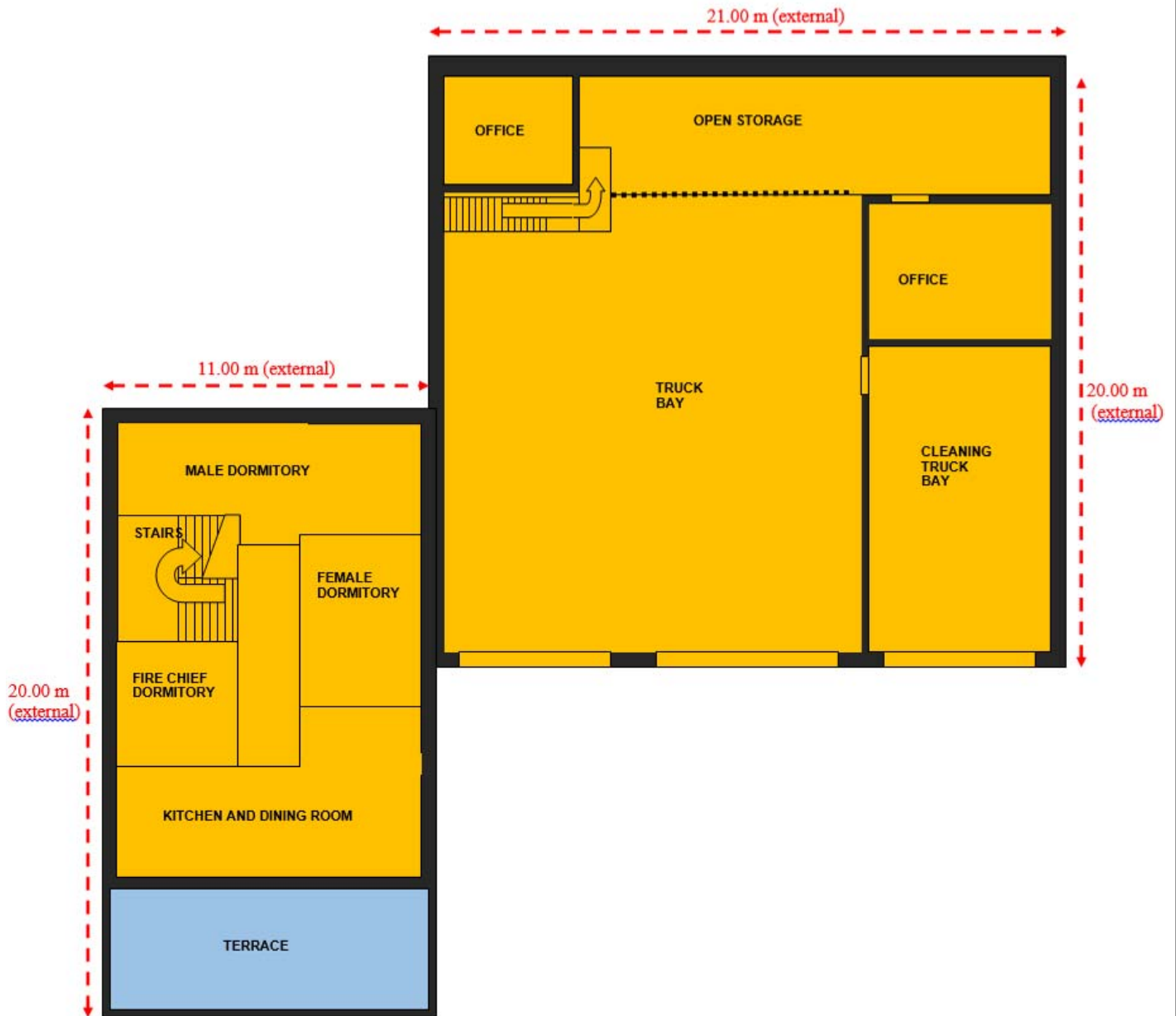








Schematic representation of the basic requirements showing acceptable exterior dimensions in order to meet minimum requirements of the contract. The Contractor does not need to follow this schematic sketch, but this is only a tool to inform the Contractor of the minimum requirements of the contract. The requirements are as shown and detailed in this document, but not in these sketches.



Schematic representation of the second floor of Base-Bid. This sketch is only to show the required areas and limits of each portion of the contract. The Contractor shall prepare a conceptual sketch or drawing in compliance with all requirements of this document and of the Moldovan regulations and in coordination with the shape and dimensions of the plot of land

1.5 Construction Permit or Authorization – Construction Permit

The Contractor shall obtain formal written authorization from the competent Moldovan authority to perform the works included in the scope of work of this project.

The Contractor is required, as part of this contract, to prepare all documentation, designs, reports, information, drawings, coordination and approvals by experts or monitoring entities, and everything that may be necessary as required by Moldovan regulations, in order to obtain these Permits or Authorizations (including demolition permit). The Contractor shall pay for any third party inspection or expertise that may be required by Moldovan regulations for the scope of work of this project. The Contractor shall be familiar with these requirements in order to prepare their bids, regarding the obligatory administrative and technical procedures in Moldova for new construction.

As previously stated, the contract includes third party review of all items of work which are required as per Moldovan regulations. In case the Moldovan regulations do not allow for the Contractor to be the client for this independent expert company, the Contractor shall pay for the third party review and assign a different party as the client for this independent company, which could be the Contracting Officer Representative or other agency authorized by the Contracting Officer.

The contract requires not only the main Construction Permit for the new building, but other permits by different agencies, such as the electrical supply, gas, water, telephone or road agencies and/or companies. The contract includes all necessary coordination with all incumbent Moldovan agencies involved in the design and construction of a fully operational Fire and Rescue Station. This includes paying for any official fee or tariff that these companies or agencies may have for the connection and for preparation of the necessary reports and technical studies.

No work shall be performed until the Contractor shows verifiable evidence that they have obtained all the necessary permits for each element of work included in this contract.

1.6 Measurements and Quantities

This contract complies with the US Contracting Regulations, and as such, measurements and quantities of materials and work are not provided, and if any are provided, the Contractor shall be responsible to verify on site. The Contractor needs to visit the job site in order to perform the necessary measurements and to observe the existing field conditions in order to prepare their cost proposal. The Contractor should be familiar with the geotechnical conditions in Anenii Noi and with the seismic technical requirements in order to account for the necessary foundations and building structure which are required in compliance with Moldovan regulations. However, most of the new construction will be done over an existing facility to be demolished as part of this contract and therefore the Contractor shall be familiar also with the Moldovan requirements to build over a demolished facility, which among other requirements demands full backfilling with select fill and compaction by layers.

The US Government is not responsible for any mistake in the Contractor's measurements or assumptions of field conditions.

This is a 100% DESIGN-BUILD contract to build a fully operational Fire and Rescue Station in the plot of land where the Fire and Rescue Station is currently located. Using the sketches used in this PTS, the new facility would be approximately as shown below:



2.1 Design Phase - General

The design shall be prepared in compliance with applicable construction codes, urban planning and construction practices in Moldova and in the Municipality of Anenii Noi. The Contractor shall hire the services of a licensed architect to design one new Fire and Rescue Station, with all items described in this document. At the same time, after obligatory coordination with the beneficiary, the Contractor shall hire (and pay for) the services of a "Revision Entity - Expertise" authorized by the Government of Moldova to supervise and approve each phase of the design and the construction, including final commissioning and acceptance of the facility. This company shall report directly to the US Government representative and the beneficiary if required by the Moldovan regulations, but all their services shall be paid by the Contractor.

The design shall comply with all applicable regulations in Moldova, but in particular, with

- NCM C 01.11.2014, design norms for fire and rescue stations
- Law of the Republic of Moldova concerning quality in constructions No. 721/02.02.96 (Legea Republicii Moldova privind calitatea în construcții nr.721/02.02.96 (Monitorul Oficial 25/259, 25.04.1996))
- Laws - No. 835 dated 17 May 1996, about the basis of urban construction and landscaping, № 721 dated 02 Feb 1996, about the quality in construction
- Law № 163 dated 09 Jul 2010, about permits to implement construction works
- standards 2.07.01-08, Urban Construction. Planning and Construction of city and village localities
- Standards 2.08.01-89, construction norms and regulations
- Standards 2.08.02-89, public buildings and structures
- NCM C 03.02.2014, fire protection of buildings

The Contractor's final design shall be signed, stamped and certified by a licensed architect in Moldova, it shall be approved by an authorized "Revision Entity - Expertise" and it shall be approved by the competent authorities of the Municipality of Anenii Noi and/or competent Moldovan authorities (Department of Emergency Situations of Moldova) before its construction is authorized to start. The level of detail of the design (extent of specifications, number and size of drawings, calculations, ...) shall be sufficient to verify the compliance with the requirements of this contract and as required by the regulations of Moldova and the Municipality of Anenii Noi and the different agencies involved in the process.

2.2 Design Phase – Fire and Rescue Station Requirements

This is a 100% Design Build contract. This means that the US Government is not providing technical projects or detailed measurements or detailed sketches, but the US Government is only providing a basis of design. All requirements of this document shall be considered by the architect hired by the Contractor in order to prepare their conceptual design and later the full technical project, with the requirements described in this document and those required by the applicable regulations which may not be explicitly described herein. It is especially important the compliance with the requirements of the standard NCM C 01.11.2014, “Design Norms for Fire and Rescue Stations”. This standard is available and can be provided to any bidder prior request to the Contracting Officer Representative.

The Contractor shall hire the services of a licensed architect in Moldova to design one complete and fully operational Fire and Rescue Station in coordination with the US Government representative, with the beneficiary and the pertinent competent Moldovan authorities. These contract Performance Technical Specifications include the minimum requirements of each element of the Fire Station. It shall be the licensed architect the professional to provide the best layout and distribution, meeting the minimum requirements outlined in this document.

The Base Bid includes in general terms:

- A fully operational Fire and Rescue Station with minimum footprint of 660 m². Footprint is the total built area of the ground floor, or the area of the plot of land that will be occupied by the new construction. Footprint is the horizontal projection of the new construction on the plot of land.
- The new building will be divided into 2 separate sections, each divided into 2 subsections, parts or blocks:
 - o **Administrative and Living areas** – Built Area ≥ 220 m² built area per floor
 - **Ground Floor:** ≥ 220 m² of built area
 - **Second Floor:** ≥ 170 m² of built area + ≤ 50 m² of terrace
 - o **Industrial areas** – Built area ≥ 420 m² built area per floor
 - **Semi-Basement:** ≥ 300 m² (rough finishes inside)
 - **Ground Floor:** ≥ 420 m² of built area
 - **Second Floor:** ≥ 90 m² of usable area (the rest is double height of truck bays)
 - o **Mechanical Room** – Estimated at 20 m² and as a separate construction.
 - o **Landscaping:** ≥ 400 m²
- Includes the necessary heavy traffic pavement to connect the truck bays with the paved road in front of the plot of land (Chisinau Street), which shall not be less than 300 m².

- Includes the necessary pavement to access and park a minimum of 15 personal vehicles (cars) in the back side of the new facility. Note that the plot of land is sloped requiring significant grading, benching or consolidation of difference in grade elevation by the use of containment walls. Not less than 300 m² of pavement for the privately owned vehicles, including the road access and the parking areas.
- Building designed for 6 people working during night shifts and 21 people working during normal working hours.
- Building shall be designed considering gender equality. It shall be an inclusive and productive workplace with same opportunities for women and men. This means among other features, that that building shall be provided with some separate areas for women and men as the dormitories, bathrooms or locker rooms. For estimating purposes, the Contractor shall estimate 25% women for design purposes.
- Administrative and living areas: With two floors connected by a 2 meter wide stairway. Provide with direct access from industrial area separated by fire rated heavy duty door and from exterior paved areas. This area shall include as a minimum:
 - o Office for Fire Chief in Anenii Noi (designed for 1 person)
 - o Office for Dispatcher with windows to the exterior of the building and to the truck bay area
 - o Office space as coordinated with beneficiary within the areas included in this contract
 - o Conference Room
 - o 2 Bathrooms (male and female), one rated for people with disabilities
 - o Janitor's room (as small as possible)
 - o Stairways (minimum 2 meters wide at any location)
 - o Hallways (minimum 2 meters wide)
 - o Entrance lobby (with double entrance door for energy savings)
 - o With the necessary entrance and exits as required by Moldovan regulations
 - o Kitchen
 - o Dining Room
 - o Fire Chief sleeping room, with small interior bathroom
 - o Male sleeping area with interior bathrooms designed for 5 men.
 - o Female sleeping area with interior bathroom, designed for 2 women
 - o Balcony or terrace, with maximum 50 m²

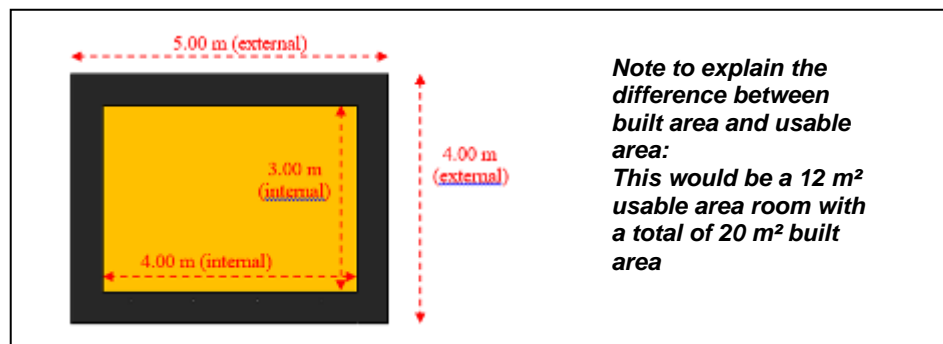
- Industrial Areas. The industrial areas of the new building include the truck bays, the mechanical room, a mechanical repair shop, several open and closed storage rooms as well as a locker room with showers and toilets for firefighters returning dirty from work and a laundry room. As a minimum, it shall include:
 - o 1 open truck bays, with 15 meters length and 6 meters wide each provided with a maintenance pit. Unobstructed distance from floor to ceiling shall be minimum 5.5 meters.
 - o 1 open truck bay, without any wall or column to separate it from the previous one, with 15 meters length and 8 meters width. Unobstructed distance from floor to ceiling shall be minimum 5.5 meters.
 - o 1 truck bay for cleaning the vehicles, with minimum interior dimensions with 6 meters wide by 10 meters long. Unobstructed distance from floor to ceiling shall be minimum 5.5 meters.
 - o Male locker room with shower and toilet, with minimum 10 metal lockers for firefighters to keep their working apparel.
 - o Female locker room, with shower and toilet, with minimum 4 metal lockers for firefighters to keep their working apparel.
 - o One laundry room with washing machine and drier.
 - o Closed storage areas as necessary, including one special one for air breathing apparatus, which requires a large sink for testing the equipment.
 - o Metal stairway connecting both levels, with minimum width of 1.2 meters
 - o Open storage areas on the second floor
 - o Additional closed storage in second floor
 - o Two offices in the second floor with windows towards the open bay area and to the exterior.
- Semi-Basement: Although the definition throughout this document is “semi-basement”, in reality, due to the slope of the plot of land, this will consist of an area with 1 full height wall, one wall buried and the other 2 to serve as transition between the previous 2. It shall be used as a technical solution for the sloping of the plot of land. In the Base-Bid the Contractor shall provide this area with similar finishes to the rest of the building, but the interior shall be left with rough finishes. This area shall be provided with:
 - o Minimum 300 m² of usable area (measured from internal wall to internal wall)
 - o The Contractor shall make the area as “squared” as technically possible and with minimum internal columns. The Contractor cannot provide usable semi-basement area under the truck maintenance pit or under the sump pit of the truck washing area. The Contractor shall design the structure of the facility in general, and the structure of the industrial area in particular without any interior column or wall to separate the 300 m² of free available area under the Industrial area of the FRS.
 - o With exposed leveled unfinished concrete floor. This is not the same required finish as the one in the truck bays, but just leveling concrete to use it for general storage an

- on which the beneficiary (on under Contract Option-1) can put ceramic tiles in the future. It is not required to provide helicopter leveled concrete, but just general concrete filling of the semi-basement flooring
- With free height from elevation of concrete floor to the reinforced concrete ceiling deck of 2.6 meters.
- With all utilities to be as close as possible to the ceiling, so that they can be covered with suspended ceiling at a later date or under Contract Option-1
- With exterior finishes similar to the rest of the building. There shall be no external evidence that this area is provided with rough finishes inside.
- With wide entrance door, minimum free opening of 1.6 meters. Proposed to use double leaf door.
- With windows for natural illumination of the area
- With electric box with circuit for future development of the electrical installation. Provide only under the Base-Bid one switch at the entrance for 4 fluorescent lights of 40 Watts each. This is for minimum illumination so that the area can be used as general storage.
- With walls provided with exposed brick or concrete or columns. Do not provide any finishes or plaster on the walls.
- Provide point of connection for heating of the area. The Contractor under the Base-Bid shall provide supply and return piping in the semi-basement, as well as pumps in the general heating manifold for the heating of this area in the future or under the Contract Option-1. This semi-basement shall be an independent loop for the centralized heating system.
- Mechanical Room: Mechanical room, where to install the boilers, heat exchangers, air compressor, and other industrial installations.
- New building to be built in its entirety on the available plot of land described in this document, in strict compliance with Urban Planning requirements in Anenii Noi.
- Hallways: Any hallway included in the design shall have minimum 2 meters width. Minimize the length of hallways as much as technically possible to meet the needs of the building.
- Stairways: If any are included in the design, all steps shall be minimum 2 meters wide. It is recommended to have the building in two floors, except the truck bay area which mandatorily needs to have the height of a two story building.
- Heavy traffic pavement: The entrance of the truck bays shall be connected with the Street Chisinau. Not less than 300 m²
- In addition to the previously mentioned ≥ 300 m², the Contractor provide new access road to the back of the building to new parking areas for privately owned vehicles (cars). This additional pavement for light vehicles represents another minimum 300 m².
- Sidewalks: The new building shall be surrounded by a 1 meter wide reinforced concrete sidewalk.

- Landscaping and other exterior improvements: The building shall be surrounded by sidewalks and by heavy traffic rated pavement on the front of the truck bays. However, the scope of work of the Base-Bid is not limited to the building itself, but to the area that surrounds it, with a limit of 400 m² of landscaping and paving or 6 meters perpendicular horizontal separation of the new buildings. This will include garden areas, sidewalks or other surfaces proposed by the Contractor's design team. This 6 meters or 400 m² does not include the required 300 m² of front paving to connect the building of the main street or the other 300 m² of road and parking areas.
- Esthetics and exterior finishes: The Contractor's architect shall design the exterior of the building with the similar architectural finishes as the new Fire and Rescue Station completed by NAVFAC in 2017 in Cimislia. This includes exposed brick on the lowest section of the façade and a combination of 3 colors on the rest of the thermally insulated façade.

This document uses the terms “built area”, “usable area” and “footprint”.

“Usable areas” mean areas of the rooms measured from internal face of wall to internal face of wall. For example, a building with 5 rooms with internal dimensions of 5 and 4 meters, with 20 m² each room of usable space would have a total of 100 m² of usable area. However, this would not include the area occupied by the internal partitions and exterior enclosure walls. Measuring the exterior of the building in the example, it could be 11x11 meters, or 121 m². This would refer to the “built area”. “Footprint” in the context of this document would be the built area on the ground floor.



The sketches included in this document are not the conceptual design that needs to be used by the Contractor, but they are only a tool for the Contractor to understand the basis of design and the minimum requirements of the contract. Note that these sketches do not include measurements or doors or windows, but only a potential layout with the minimum requirements listed in the basis of design.



Acceptable exterior finishes. Picture from recently completed NAVFAC project in Cimisia.

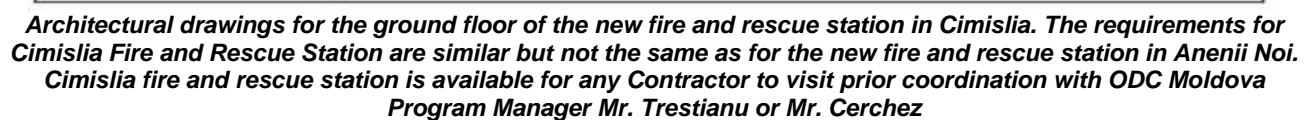


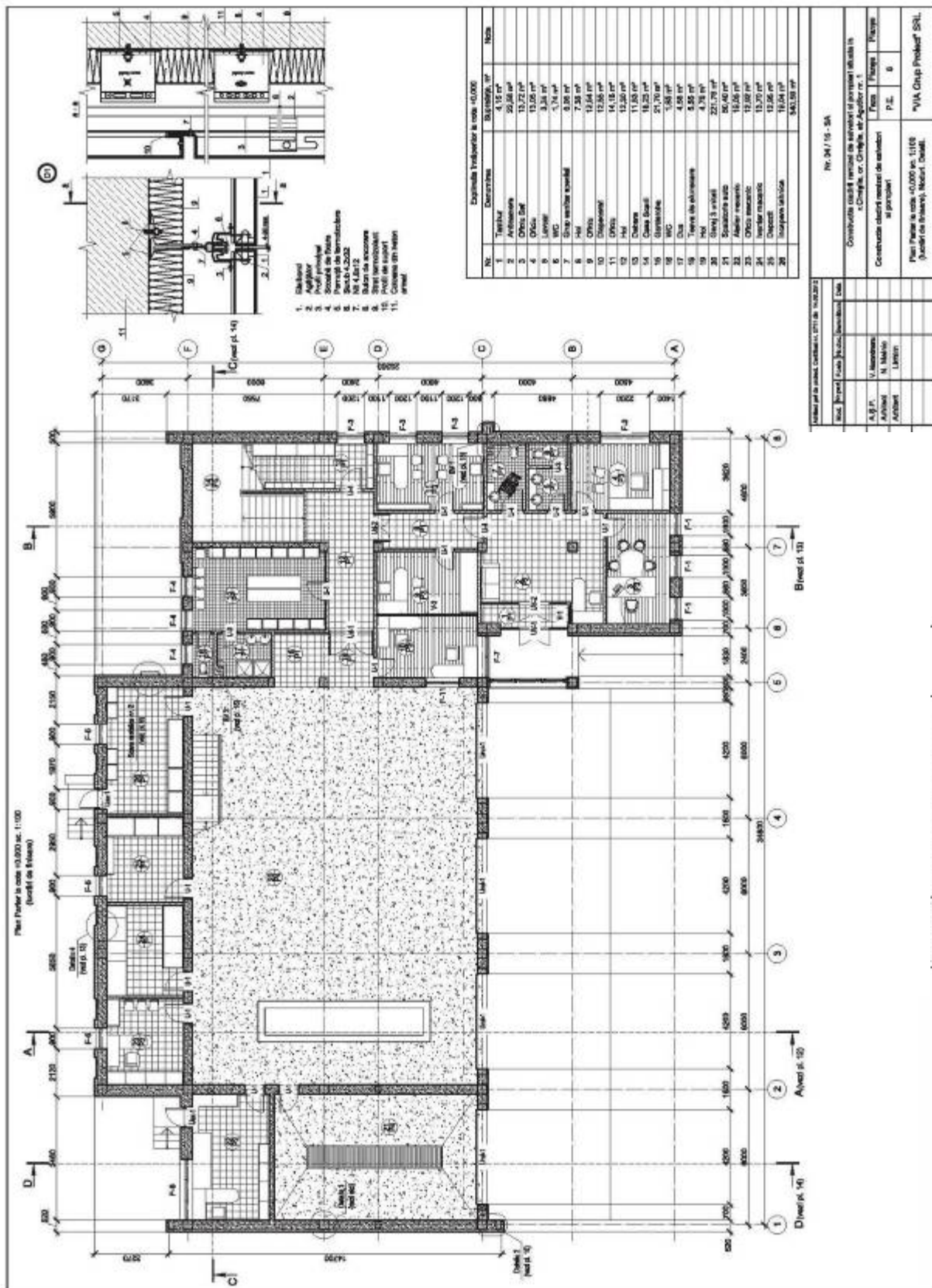


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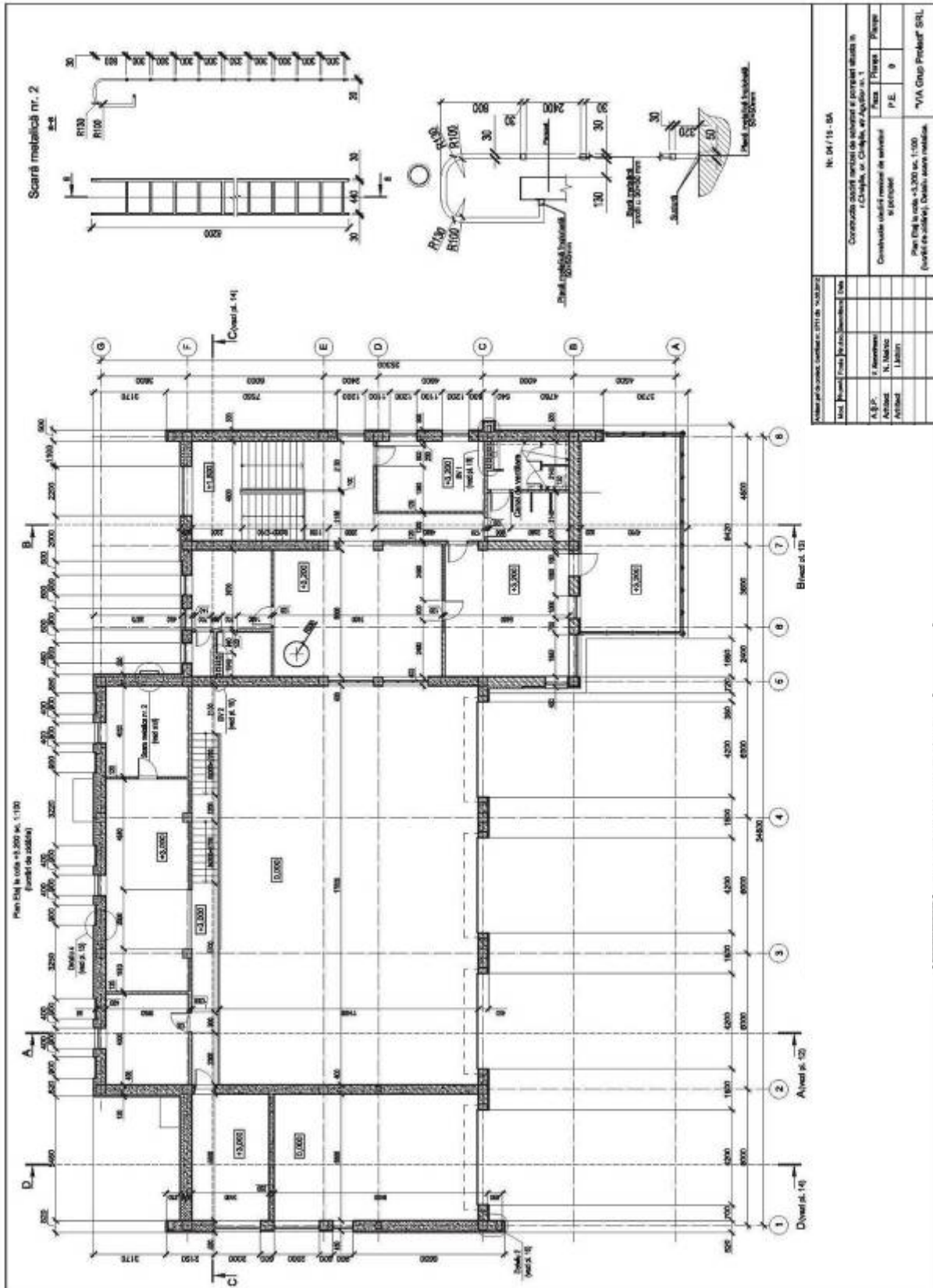


Final conceptual design for Taraclia Fire and Rescue Station. The contract requirements for Taraclia FRS were different from the ones for Anenii Noi, although they were very similar. This sketch and the ones in the following 4 pages are included for the Contractor to better understand the requirements of Moldovan regulations regarding Fire and Rescue Stations.

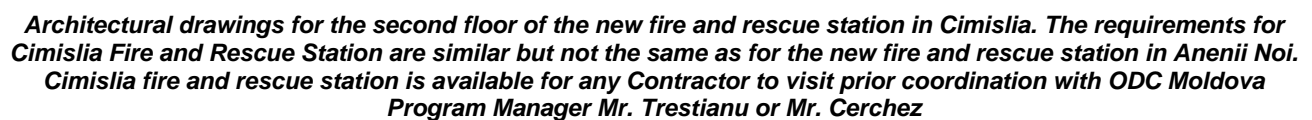




Architectural drawings for the ground floor of the new fire and rescue station in Cimislia. The requirements for Cimislia Fire and Rescue Station are similar but not the same as for the new fire and rescue station in Anenii Noi. Cimislia fire and rescue station is available for any Contractor to visit prior coordination with ODC Moldova Program Manager Mr. Trestianu or Mr. Cerchez



Architectural drawings for the second floor of the fire and rescue station in Cimislia. The requirements for Cimislia Fire and Rescue Station are similar but not the same as for the new fire and rescue station in Anenii Noi. Cimislia fire and rescue station is available for any Contractor to visit prior coordination with ODC Moldova Program Manager Mr. Trestianu or Mr. Cerchez



2.3 Proposed Distribution and Layout of New Building

As required by the contract, under its corresponding paragraph, the first document that the architect hired by the Contractor shall submit to the US Government for review will be the conceptual (or initial) design. The Conceptual design shall provide a perfect description of the distribution, surfaces of each of room, as well as other necessary information.

These Performance Based Technical Specifications include an extremely simplified proposed distribution or conceptual design without internal measurements, for the Contractor to understand the requirements of this project. Nevertheless it will be the responsibility of the architect hired by the Contractor to prepare a proper and adequate Conceptual Design in close coordination with the beneficiary, complying with the minimum requirements of the Moldovan regulations, with the Urban Planning requirements of the city of Anenii Noi, and with the minimum requirements included in this document.

However, the beneficiary does not have authority to modify or to alter or to influence the Contractor to change any of the requirements included in this document.

All truck bays shall be facing the paved area to easily access the Chimislia Street. For estimating purposes the Contractor shall estimate that they will need to pave with heavy traffic pavement a minimum of 640 m² of the existing area in front of the new truck bays.

2.4 PLOT OF LAND AND DEMOLITIONS

The plot of land, defined in the first picture of paragraph 2.4 is a plot of land of approximately 2,500 m², with a strong slope, with approximately 8 meters difference in the elevation of the center of the Street Chisinau and the back side of the plot of land.

The Contractor shall provide retaining walls or whatever is necessary in compliance with Moldovan regulations.

The contract in the base-Bid includes a minimum of:

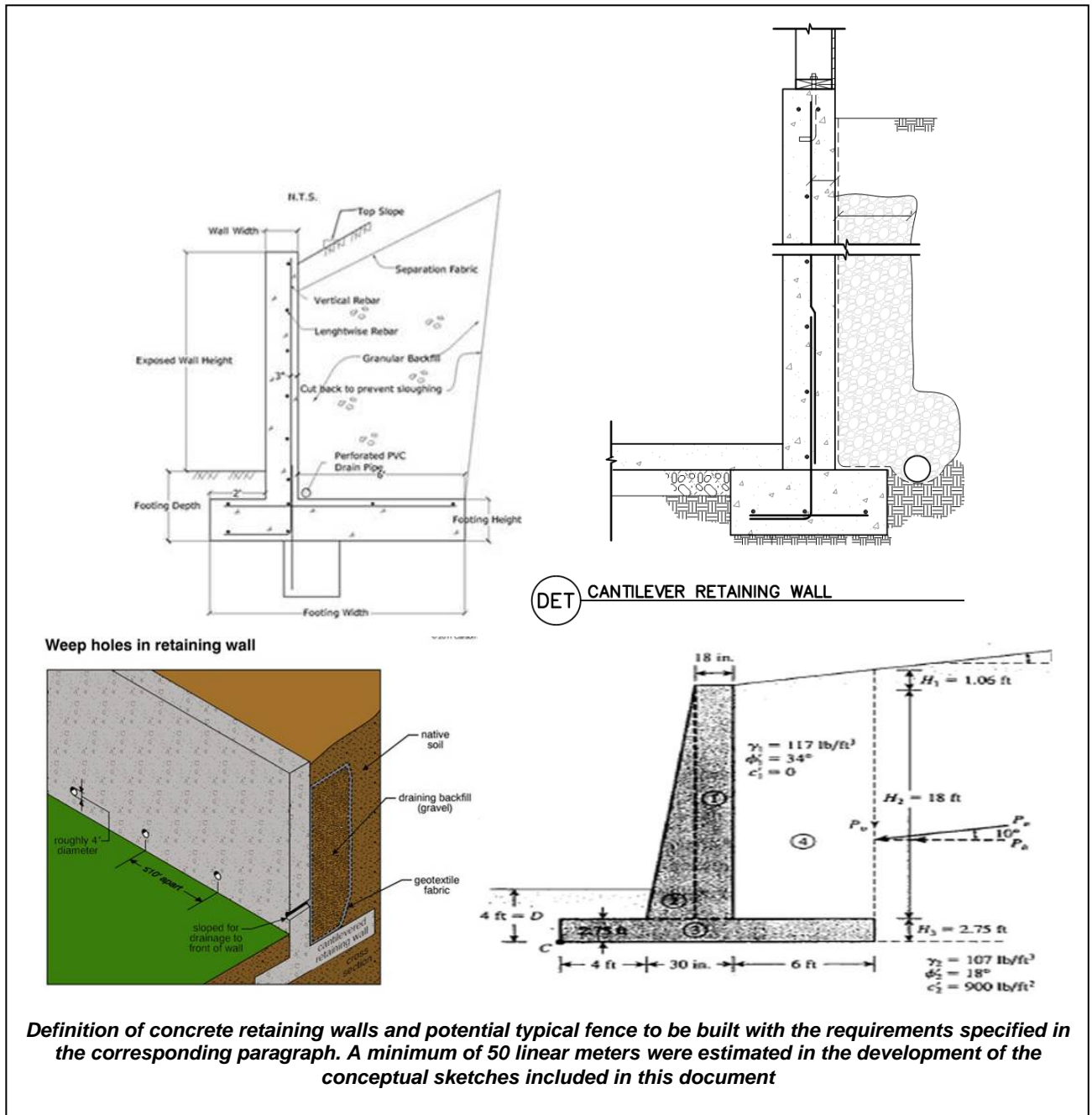
- The connection between the paved Chisinau Street and the truck bays (≥300 m² of new heavy traffic pavement)
- Light traffic road for the personally owned vehicles and 15 parking areas with the necessary horizontal striping (painting) with a total minimum of 300 m²
- 1 meter wide concrete sidewalk around the new building (or buildings)
- Development of all areas around the new construction, including sloping for adequate drainage, seeding or sidewalks, with minimum 400 m²
- Drainage. The Contractor shall provide adequate drainage around the new building to avoid any accumulation of surface runoff water next to the new construction.

Any tree that interferes with the new construction shall be removed by the beneficiary. However, it is the Contractor's responsibility to coordinate with the beneficiary and with pertinent Municipal authorities their removal. This contract does not include cutting any trees. A tree is defined as a plant with more than 3 meters of height and a trunk with perimeter greater than 40 cm. All other vegetation from the plot of land shall be removed by the Contractor. For any tree that the Municipality will remove (following the request of the Contractor) from the plot of land, the Contractor shall plant 2 of the same species with the minimum dimensions described in this paragraph. Trees shall be planted within 100 meters of the new building, including areas outside of the plot of land.

If any tree needs to be pruned, but not removed, it is the Contractor's responsibility to cut any branches that interfere with the new construction.

The Contractor is also responsible to perform a detailed survey of the area and to reroute any existing underground utility line that may interfere with the new construction. This applies to any potential water, electrical, gas, telephone, or sewer lines.

The fence, entrance gate, or other recommended improvements to the plot of land above the amounts described in this paragraph are not included in the Base-Bid. Only if the Contract Option-2 is awarded, the contract will include the complete development of the entire plot of land, or 2,500 m².





Building to be completely demolished. Note the existing retaining walls to allow for leveled area in front of the truck bays and sloped road towards the back of the building. The draft conceptual designs included in this document follow the same concept, to provide retaining walls around the plot of land



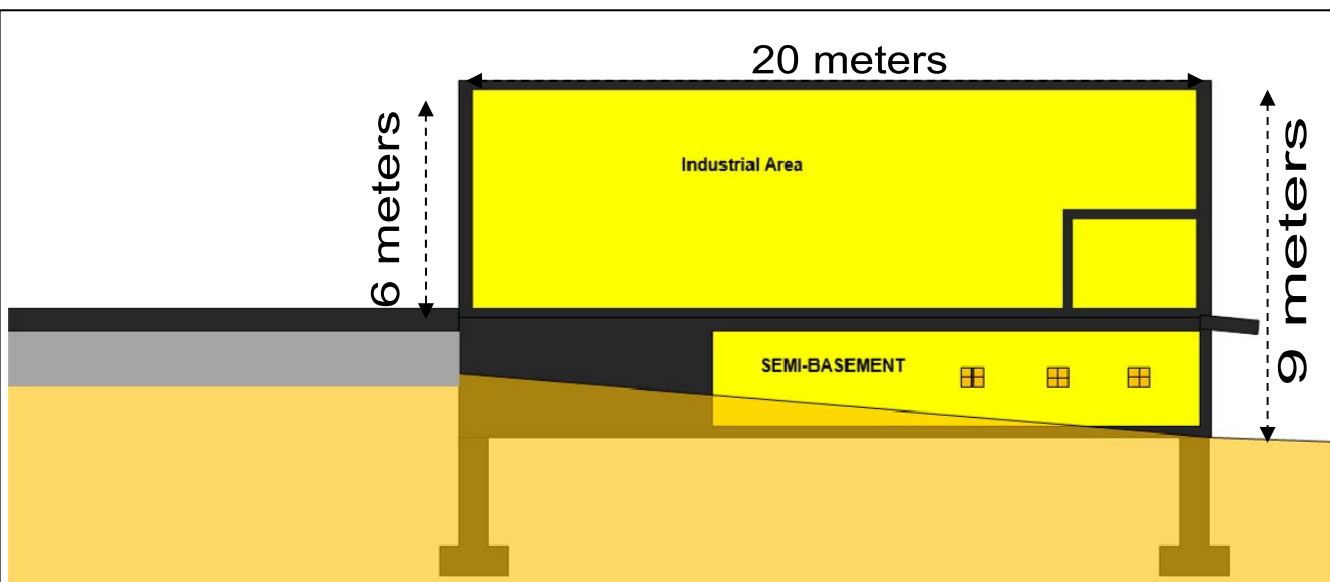
Building to be completely demolished. The Contractor shall coordinate the temporary disconnection from the electrical utility company and the reconnection of all utilities after the contract is completed. The Contractor can reutilize all elements that comply with Moldovan regulations



Building to be completely demolished, in order to build the new facility on the same location. This is repair by replacement of the building.



Backside of the building. This is the area where should be the entrance to the semi-basement. On this side of the building, the new facility would be a 3 story building: Industrial area with 2 levels + Semi-Basement, which in this part of the plot of land will be completely exposed. If the Industrial Area has a height of 6 meters (5.5 free height inside plus roofing solution) and the Semi-Basement needs to have a free internal height (floor to ceiling) of 2.6 meters, plus approximately 0.4 for the ceiling deck, the height of the new building from this side would be $6 + 2.6 + 0.4$ meters = 9 meters height.



Extremely basic concept to describe the “semi-basement” of this contract



Same view as the previous picture facing the Street Chisinau. The 2 windows to the left correspond to the truck bays. The 4 windows to the right correspond to the training room. All to be demolished.



Front of the building



Lateral road to access the back of the building which shall be paved as part of the Base-Bid in order to access the parking areas in the back for the privately owned vehicles



All to be demolished



Gas installation to be removed in coordination with the gas supply company. All equipment to be reused if allowed and approved in writing by the gas supply company.

3. Construction General Requirements

Construction Phase - General

Once the Contractor completes the design and they show evidence of formal authorization by the competent local authorities and Monitoring Entity, and the Contractor shows that they have completed other administrative contract requirements (Accident Prevention Plan, Quality Control Plan, Schedule,...), the Contracting Officer will inform the Contractor that they may start the construction phase of this design-build contract. This notification is called Notice to Proceed or NTP.

Under this phase, the Contractor shall provide all necessary work in order to provide 1 complete and usable Fire and Rescue Station, including, but not limited to: Foundations, Structure, Exterior Enclosure, Roof System, Interior Construction, flooring, doors, windows, Plumbing Systems, Central Heating system, Solar heating for domestic water, Air Conditioning, Electrical Installation, Lighting Protection, Communications, Site Improvements, road connection, partial development of the plot of land, connection and coordination with electrical, water, communications, sewage system, finishes and other works as required in order to have a fully operational facility. Other elements that may not be explicitly included in this document, but which are absolutely necessary to provide 1 complete and usable Fire and Rescue Station as required by Moldovan regulations shall be considered to be an integral part of the project, and therefore, shall be considered to be part of this contract.

The Contractor shall familiarize with the requirements of the Moldovan regulations for Fire Station, as there will be required elements which are not specified in this document.

Limitation on equipment under this contract

Tables, desks, chairs, computer, phones, washing machines, refrigerator, dryer, beds, televisions, and other movable equipment are not part of this contract, unless otherwise indicated in these technical specifications. Only those elements that are fixed, permanently attached to the building or considered as an integral part of the facility, and specifically described in these contract specifications or in the applicable Moldovan regulations, are included in this contract, unless otherwise indicated in this document.

Requirement for Moldova Code and Regulation

The Contractor shall request, process and pay for any permits that may be required in accordance with Moldova Law for this type of construction. The Contractor shall follow the current Urban Development regulations in Anenii Noi. The Contractor shall hire and pay for the services of a "Revision Entity" (or expertise) authorized by the Government of Moldova as required by Moldova Regulations for this type of construction. If it is not allowed for the Contractor to hire this third party inspection company, the Contractor shall pay but assign the beneficiary or NAVFAC as the client. The Contractor shall provide a copy of the pertinent construction permit to be issued by the competent local authorities and approval by the Monitoring Entity of the design, before they are authorized to start work.

For each completed phase of work, as required by Moldova regulations, the Contractor shall provide the certificate of the third party monitoring entity in order to process payment for that particular phase of work.

3.1 DEMOLITIONS

This contract includes the repair by replacement of the existing Fire and Rescue Station in Anenii Noi. The first activity that the Contractor shall perform is the demolition of the existing facility. This includes the physical and the bureaucratic works.

The Contractor shall prepare the necessary demolition project, in coordination with the local authorities and the beneficiary. This shall include the disconnection of all utilities, including gas, water and electrical systems.

Before the Contractor plans to start demolition activities, the beneficiary must have removed any potentially containing asbestos materials, which is estimated to include the roofing corrugated sheets. Any asbestos containing materials shall be removed by the beneficiary. This contract does not include any asbestos handling or abatement. If any asbestos containing materials are found, the Contractor shall notify the beneficiary with a minimum of 45 days advance notice of when these materials would need to be removed. It is estimated that the roof cover is made up of corrugated asbestos containing roof sheets. Although the Contractor is not responsible to remove the asbestos containing materials.

The demolition works include:

- Preparing all required demolition projects
- Coordinating with the beneficiary, Municipality of Anenii Noi, Cadaster representatives, gas and electrical companies, and all other Moldovan authorities involved in the demolition process and procedures.
- Inform the beneficiary in writing, with copy to the Contracting Officer Representative (COR), with a minimum of 45 calendar days advance notice, when they plan to start demolition activities. During these 45 days, the beneficiary shall remove the asbestos containing corrugated roof sheets and anything else that they want to move themselves from the operational Fire and Rescue Station.
- 10 days before the planned date to start demolitions, there shall be an official site visit to the facility to be demolished. The COR shall be informed in writing of this site visit. During this site visit the beneficiary will indicate which items they want to reutilize in the new facility. The Contractor shall be responsible to move these furniture and equipment to the location to be indicated by the beneficiary within Anenii Noi. However, the Contractor shall not be responsible for the security of these materials, not for their physical integrity during the transportation. The Contractor shall not be responsible in case something breaks or is damaged during the transportation. If something is so fragile or important for the beneficiary, it shall be moved by the beneficiary. The Contractor shall also be responsible, after the completion of the construction activities, to move everything back to the new facility, with the same conditions as previously described in this paragraph.
- Reuse of any element that complies with Moldovan regulations and complies and is compatible with the requirements of this contract. For example: water pipes, cables, electrical boxes, gas installations, faucets,.. or anything else that can be reutilized shall be reutilized.
- Recycling of everything that can be recycled. The Contractor shall provide documents to show adequate recycling of all metal, doors, windows, cooper,...

- Landfill disposal of everything that cannot be recycled. The Contractor shall provide to the COR documents to show the disposal of debris and other non-recyclable materials in compliance with Moldovan requirements.



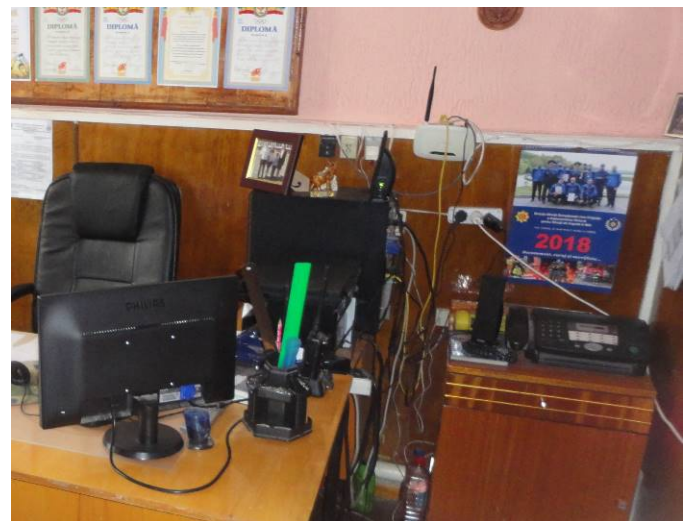
For estimating purposes: Stove to be taken by beneficiary, Microwave and fridge to be moved by Contractor and reinstalled in the new facility



For estimating purposes: The Contractor can estimate that they can use the existing boiler and some piping, but supplemented by another one to be installed in parallel. The Contractor shall reutilize anything that can be reutilized in compliance with Moldovan regulations.



For estimating purposes: The Contractor can estimate that they will need to reuse all communication equipment in order to have a perfectly operational Fire and Rescue Station. TV to be reinstalled if requested by the beneficiary.



For estimating purposes the Contractor can assume that they will need to move and reinstall all operating communication equipment, such as modems, fax, telephones, computer,...

3.2 General Design/Construction Requirements for New Fire and Rescue Station

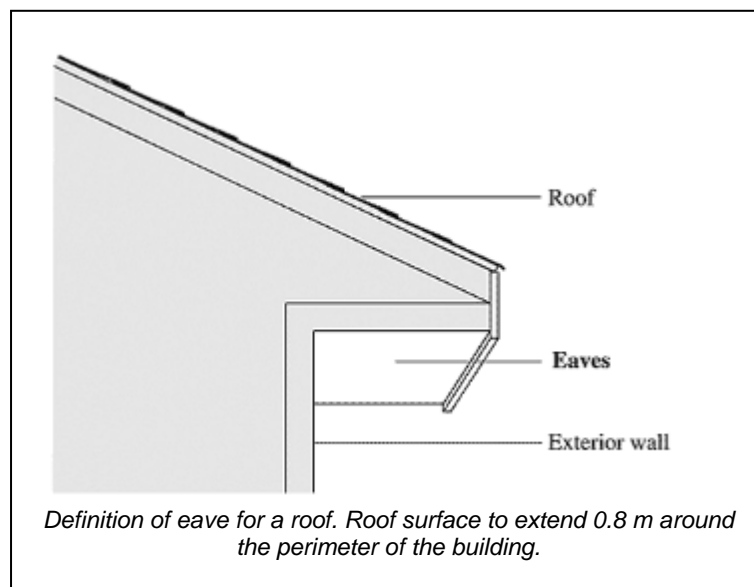
The Contractor shall hire the services of a licensed architect to design the new Fire and Rescue Station in compliance with these technical specifications and in compliance with applicable Moldova regulations. The new facility shall be designed and built among many others, with the following requirements:

- Structure: Reinforced concrete superstructure: foundations, columns, beams, ceilings and floor decks. The use of structural wood is absolutely forbidden.
- The design of the foundations depends on the results of the geotechnical report. For estimating purposes, the Contractor shall estimate the worse soil conditions available in Anenii Noi, although most of the new construction will be done over the old Fire Station to be demolished as part of this contract. The Contractor needs to be familiar with recent construction projects in the area in order to estimate the necessary foundations for the new facility.
- Exterior Enclosure: Masonry walls, with thermal insulation, mesh, plaster and paint. Esthetics to have the same style as the new Fire and Rescue Station build under a NAVFAC contract in the city of Cimislia.
- Internal Partitions: Masonry walls, plastered and painted. The use of gypsum board is not authorized for the internal partitions.
- Seismic: Strict compliance with seismic criteria applicable for this region of Moldova. It must be noted that the seismic requirements in Moldova are very high, which will require very heavy reinforcements and building structure (see following picture showing typical foundations recently built in Soroca for a new Fire and Rescue Station managed by NAVFAC in Moldova)
- Elevation: Ground floor of new building, including industrial and administrative areas shall all be at the same elevation: minimum 40 cm higher than edge of Alexandru Plamadeala Street
- Roof: Preformed thermally insulated “sandwich” type metal sheets supported by metal structure (not wood) with 0.8 m wide eave around the facility for the industrial area. For the living area the Contractor may use a different flat type thermally insulated roof. As designed by their architect, extending over 25% of the surface of the balcony. This means that if the balcony has 100 m², as a minimum 25 m² shall be covered by a canopy.
- Ceiling height. Distance between finished floor surface and finished ceiling surface shall be minimum 2.8 meters in all rooms and 5.5 meters in the truck bays.



Typical concrete block foundations required due to high seismic requirements for a similar new Fire and Rescue Station built in Moldova.

The designer shall provide a fully operational fire and rescue station. Those items or work which are not explicitly described in this document, which are required by Moldovan regulations to have an operational fire and rescue station, shall be considered part of this contract and shall be built/installed by the Contractor.



Definition of eave for a roof. Roof surface to extend 0.8 m around the perimeter of the building.

3.3 Water Connection

The Contractor shall bring potable water to the new building from the water utility network in the city of Anenii Noi. The Contractor can estimate that they should be able to reutilize the existing water connection.

For estimating purposes the Contractor shall estimate that they will be able to use the existing water supply piping, but providing a new metering station, as required by the water supply company/agency.

3.3.1 Water lines inside the building of the new FRS

Provide water to all sinks, showers and toilets, with hot water piping to all sinks and showers. Use water piping certified to be used in domestic potable water systems. In addition to the normal water connection points, the Contractor shall also provide:

- One larger diameter industrial type cold water connection inside each of the truck bays to fill the Fire trucks (or to wash them). Number of connections to be equal to the number of truck bays. Location, diameter and type connection outlet shall be coordinated with the representative of the Fire and Rescue Station in Anenii Noi.
- Two water connections outside the facility, at the location to be indicated by the representative of the Fire and Rescue Station to wash the vehicles in the parking area and to irrigate the garden areas.

Provide thermal insulation for hot water piping and for cold water where subject to condensation on the piping.

All water piping to be recessed within the floors, walls and ceiling so that they are not exposed to the view. In the truck bay, the water lines can be exposed, but if they are exposed they shall be installed using metal piping, painted and properly marked as water lines.

Pressure test all water lines at least at 2.5 times the maximum operating pressure or as required by Moldovan regulations (whatever is higher)

Provide shut off valve for each room with water connection

Provide shut off valve for each appliance with water connection (sink, toilet, or shower)

3.4 Electrical Connection

As previously described for the water connection, the new FRS shall replace another one which is currently fully operational.

For estimating purposes the Contractor shall estimate that they will need to provide a new metering station, reutilizing the existing feeder. However, this will depend on the location of the new metering station within the new building, and consequently the Contractor may need to modify the feeder as needed. Although the new FRS shall be bigger than the existing one, it will be designed and built using energy saving technology and consequently the electrical consumption and maximum demand shall be lower or similar to the existing electrical demand and peak load of the existing building.

The Contractor shall be responsible to pay for any official electrical disconnection and connection fee to the utility company, and to coordinate with the Municipality/beneficiary for the preparation of the electrical supply contract. The Contractor shall also be responsible for any potential improvements or modifications to the existing feeder line supplying the existing FRS.

The Contractor shall pay for the electrical consumption until the day that they obtain the official Act of Acceptance for the new FRS building.

3.4.1 Pad Mounted Back-Up Generator

The contract includes the design and installation of an exterior rated generator-engine set, with an automatic transfer switch to start and stop depending upon the availability of utility electrical power. The new facility will be used by the Emergency Situations Department and it is mandatory that they are provided with electrical back-up generator.

The Contractor shall design and install of a generator system, including all required accessories in order to have perfectly operational automatic system. Contractor shall provide a pad mounted generator rated for exterior use and recommended by the manufacturer to be installed in areas with inclement winter weather as in Anenii Noi (i.e. block heater required). In addition to the weatherproof enclosure provided by the manufacturer, the Contractor shall provide a light metal canopy to protect the engine-generator set from the rain and snow. The horizontal projection of the canopy shall be 3 times larger than the horizontal projection of the engine-generator set.

Location of the generator to be determined by the Contractor's designer team, in coordination with beneficiary and Municipality of Anenii Noi.



Typical pad mounted generator installed in Balti FRS by NAVFAC. In Anenii Noi it shall be provided with an additional weather protection.

GENERATOR:

The engineer hired by the Contractor, responsible for the electrical design shall design this emergency generator with an Automatic Transfer Switch. The generator shall be designed to work at 75% capacity for 100% load of the building, using the required coefficient factors in Moldova.

Size of the generator shall be designed by the engineer hired by the Contractor.

Generator set (generator and diesel engine) and the automatic transfer switch shall be a complete package provided by the same manufacturer, designed for indoor/internal use.

The generator set shall have a selector switch to select between automatic and manual operation. Under automatic operation, the generator shall start automatically when a power outage of more than 5 seconds is detected, and shall connect the Fire and Rescue Station loads within 30 seconds. Once the utility power returns, the generator shall stop after 10 minutes of interrupted utility power supply, and shall connect the facility loads to the utility power within 1 second. Synchronization for returning to utility power is not required.

The generator shall be provided with fuel storage for minimum of 24 hours of use running at 75% capacity.

Provide the manufacturer's recommended concrete foundation and anti-vibration pads.

Perform testing recommended by the manufacturer.

The manufacturer shall provide a maintenance and operation training to the beneficiary.

Perform commissioning (initial operation) by the manufacturer's authorized technical personnel. Payment for the generator shall not be authorized until the Contractor provides certificate from the manufacturer's authorized technician that the generator was installed, commissioned and tested in accordance with the manufacturer's recommendations; that they have provided the necessary maintenance manuals, and that they have provided the necessary training.

In order to verify the training, the Contractor shall provide an attendance list, with the names and signatures of those representatives of the beneficiary that attended the training.

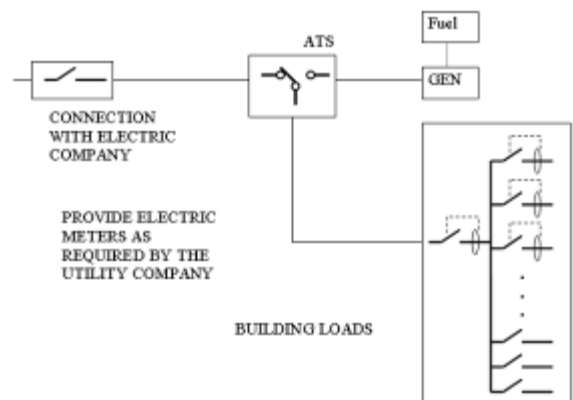
Contractor shall provide fuel for testing and to fill the fuel tank after commissioning is completed.



Typical acceptable exterior generator, to be provided under a light metal canopy. If the horizontal projection of the generator is 2 m², the canopy shall be minimum of 6 m². This is to protect the engine-generator further and to allow for maintenance during inclement weather.



Typical acceptable type of exterior generator, under a light metal canopy. The one required in our project shall be relatively larger than the one shown in the picture, from a recently completed project in Ukraine



Simplified electric diagram

3.4.2 Electrical Installations

The building shall be provided with one main electrical panel to be recessed within the walls of the building. The Contractor's designer shall decide the location of this main panel, but it is recommended to be installed in the main hallway.

All electrical installations in the building shall be recessed, so that no cables or conduits shall be exposed to the view.

All electrical circuits to be installed under conduit. Conduits to be recessed within the floors, walls and ceiling so that they are not exposed to the view. Direct installation of cables under the plaster without conduits IS NOT AUTHORIZED.

All electrical equipment to be used shall be CE certified. All circuits to be provided with differential protection of 30 mA.



Typical required electrical panel to be recessed on the walls



All electrical mechanisms to be recessed in the new walls. Provide wide mechanisms as shown. Provide telephone plugs as the one shown on the middle left of the picture.



Typical required IEC-60309-style plugs inserted into wall-mounted sockets



Typical electrical conduits within walls

3.4.3 Lighting – LED Technology

The Contractor shall provide a lighting design for the new facility, showing the illumination design pattern for each room. In each room, the design shall include the number and location of specific LED lighting fixtures, to show that they meet the minimum lighting levels required by EN 12464-1. These designs are normally done by the manufacturer of the proposed lighting fixtures.

In addition to the internal lighting fixtures, the Contractor shall provide a minimum of 4 exterior LED floodlights of minimum 50 watts each, provided with photocell and switch capable of operating the lighting fixtures manually or automatically (starting when there is darkness outside or by a motion detector). Each one of the 4 exterior lighting fixtures shall be provided with its individual control switch (on-off-automatic), to be located inside the new construction.

Models: All models shall be selected by the Contractor's designer, to meet the requirements specified herein.

- Where there is suspended ceiling required, the Contractor shall provide recessed lighting fixtures.
- Surface mounted lighting fixtures are only authorized when there is no suspended ceiling or the lighting fixtures will be installed on a vertical surface.
- Where there is possibility of explosive atmospheres (i.e. the maintenance pit in the Truck Bay#3) the lighting fixtures, together with the rest of the electrical installation shall be explosion proof.
- Where there is the possibility of humid atmospheres or jets of water (i.e in the shower rooms or the Truck Bay used for washing the trucks) the lighting fixtures shall be humidity resistant. Minimum protection IP45 (Ingress Protection Rating)
- As a minimum, one of every 10 internal lighting fixtures shall be provided with autonomous battery to operate for a minimum of 30 minutes in case of power failure.
- All exterior lighting fixtures shall be certified for outdoor use.

The number and location of the new lighting fixtures will depend on the requirements of the EN 12464-1, but also on the types and models of the LED lighting fixtures proposed by the Contractor.

Testing: For final acceptance of the lighting system, the Contractor shall hire the services of an independent testing agency, licensed in Moldova, to measure the lighting levels of all areas of the new construction. The Contractor shall bring a copy of the standard EN 12464-1 in order to check the results of the measurements with the illumination levels required by the standard. No variation from the requirements of the standard is acceptable.



Typical surface mounted LED lighting fixtures



LED lighting fixture to be recessed



Required exterior LED lighting fixture (this one with motion detection)

ILLUMINATION LEVELS

GENERAL AREAS	LUX LEVELS
Entrance halls, lobbies etc.	200
Enquiry desks	500
Gatehouses	200

KITCHENS	LUX LEVELS
Serving & washing up areas	300
Food preparation & cooking	500
Food stores	150

BANKS & BUILDING SOCIETIES	LUX LEVELS
Counter & offices	500
Public areas	300

CIRCULATION AREAS	LUX LEVELS
Lifts	100
Corridors, stairs	100
Escalators	150
Entrances, exits	200
Atria	50-200
Atria with plant growth	500-3000

RETAILING	LUX LEVELS
Small retail outlets	500
Supermarkets	750
Hypermarkets	1000
D.I.Y Superstores	1000
Garden centres	500
Show rooms	500-750

DISTRIBUTION & STORAGE	LUX LEVELS
Loading bays	150
Unpacking & sorting	200
Large item stores	100
Small item stores	200
Trade counter	500
Warehouse, bulk stores	100
Packing & dispatch	300
Cold stores	300

STAFF ROOMS	LUX LEVELS
Changing rooms & toilets	100
Rest rooms	150
Restaurants, canteens	200

PAINT SHOPS	LUX LEVELS
Rough spraying	300
Fine spraying	750
Inspection, matching	1000

ENGINEERING	LUX LEVELS
Tool shops	300-750
Arc welding	300
Spot welding	500-1000
Heavy machine assembly	300
Inspection & testing	500-2000

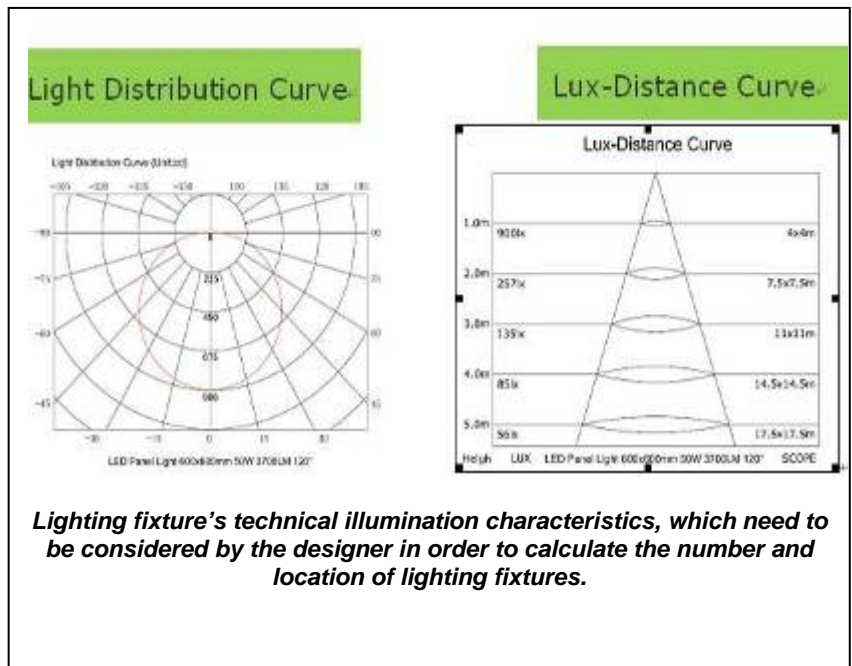
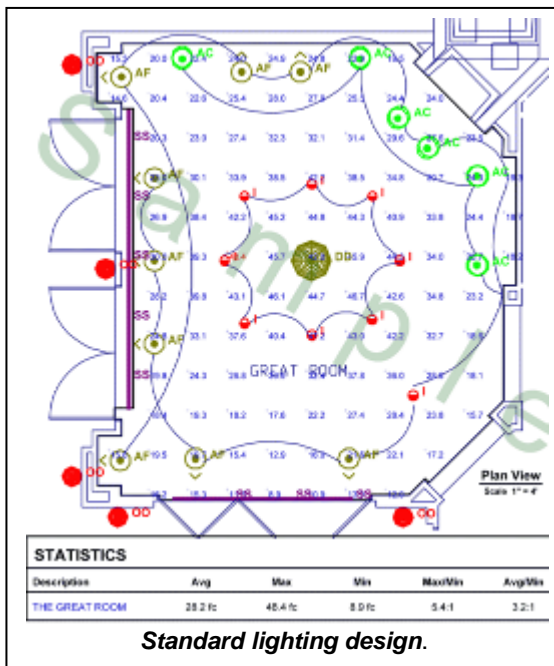
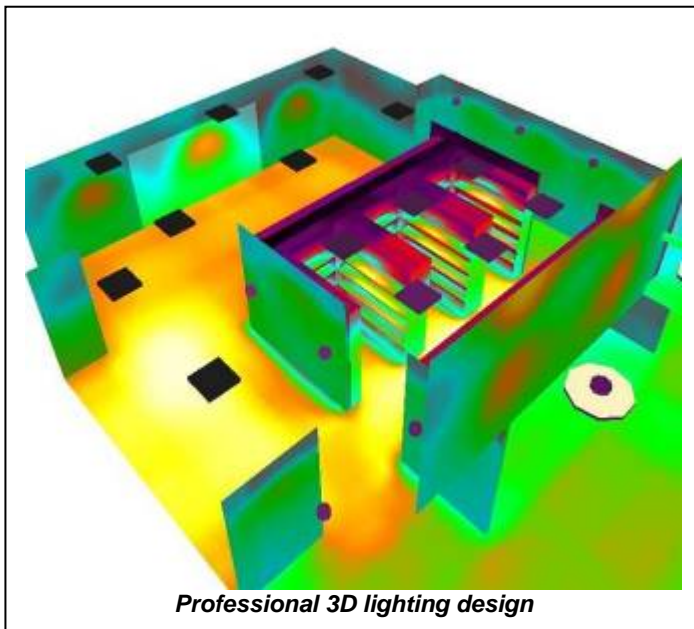
OFFICES	LUX LEVELS
General	500
Computer work stations	300-500
Filing rooms	300
Drawing office general	500
Drawing boards	750
Cad design areas	300-500
Print rooms	300

BUILDING SERVICES	LUX LEVELS
Boiler houses	100
Control rooms	300
Mechanical plant rooms	150
Electrical plant rooms	100

PLACES OF PUBLIC ASSEMBLY	LUX LEVELS
Churches & village halls etc	300

COMMUNICATION	LUX LEVELS
Switchboards	300
Post rooms	500

Typical required illumination levels for each type of facility



3.4.4 Alarm (PA system)

The facility shall be provided with a loud speaker system and specific Fire Station alarm. This shall include:

- Loud Speaking system – Public Annunciator (PA): Includes microphone and audio control console in the dispatcher room, with speaker systems in the truck bay, exterior of the facility and dormitories. All exterior installations to be rated for outdoor use.
- Alarm system: Includes an alarm system to wake up or announce an emergency in the facility. The audible signal shall include speakers in the truck bay and bedrooms, controlled from the dispatcher room.



Exclusively in the dispatcher room, the Contractor shall provide a single desk to install this equipment.

3.4.5 Television

Provide antenna, amplifier and required accessories to have a good TV signal in two rooms of the facility, to be indicated by the beneficiary. Actual TV's are not part of this contract.

In case the TV signal is provided by cable, the Contractor shall provide the necessary infrastructure to provide TV signal to the two indicated rooms, including underground conduits, cables and required connectors.

3.4.6 Telephone/Internet/Radio

Provide 6 outlets for telephone and internet connection. If the connector is not the same for both, the Contractor shall provide 8 telephone and 8 internet connectors.

Location for the 6 (or 12) wall receptacles for telephone and Internet is to be indicated by the beneficiary. The Contractor shall provide all necessary installations in order to provide perfectly operational signal to the wall outlets from the nearest available point (or points) of connection with the service provider. This includes conduits, cables, cabinets, boxes, switches and everything else that may be necessary in compliance with the Moldovan regulations and with the particular technical requirements of the service provider (telephone and Internet). The Contractor shall pay for any official connecting fee that may be applicable. Similarly to the electrical connection, the Contractor is not responsible to sign the contract with the service provider, but they are responsible to coordinate with the beneficiary.

The Contractor shall reutilize as much as technically possible all existing communications network. This includes any existing radio system, together with the antenna.

3.4.7 Fire Alarm

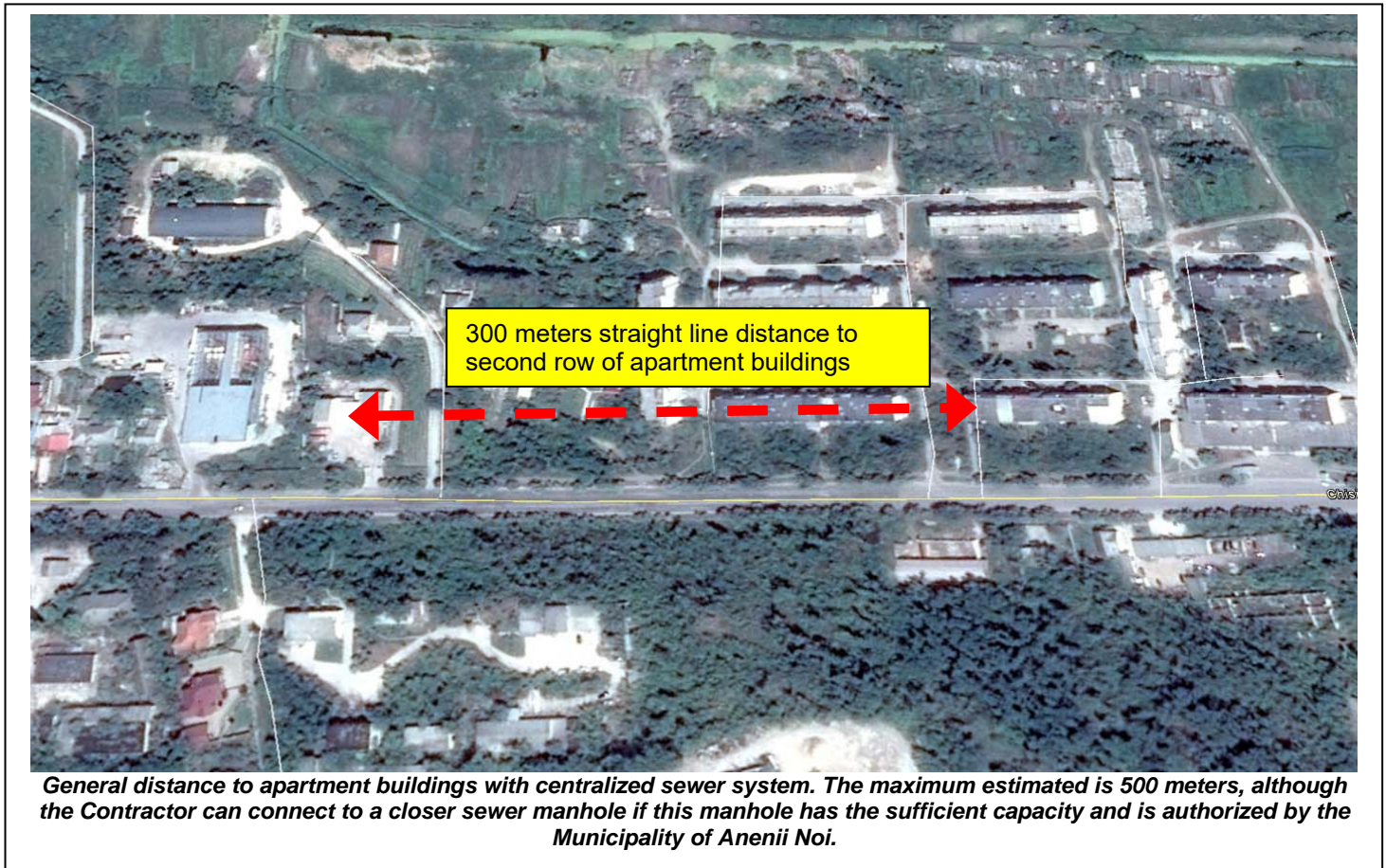
Provide Fire Alarm system as required by Moldova Regulations for this type of facility. Provide with required smoke detectors, pull stations, horns and strobe lights.

All cables and boxes shall be recessed within the walls if allowed by Moldovan regulations.

Main fire alarm panel to be recessed on a wall inside the dispatcher's office.

3.5 Sewer Connection - ≤ 500 linear meters

The Contractor shall connect the sewer of the building to the centralized sewer system of Anenii Noi. For estimating purposes, the Contractor shall estimate that they shall do sewer system in full compliance with Moldovan regulations using a pressurized sewage system to be connected with the centralized sewer system existing in the nearby apartment buildings.



The topographical information available shows that it is practically flat from the fire station building to the apartment area, with very small elevation difference, and therefore a gravity system would not work. For that reason the Contractor shall design and build a fully operational dual pump system sewage lift station, to take the sewage from the new facility to nearest available manhole with capacity to take the additional load to be provided by the FRS, using pressurized pipe system.

The basis of design shall be:

- Dual submerged pump system with rail and chains to bring them to the surface for maintenance.
- With electronic controls to make sure that both pumps operate the same amount of time. These controls shall guarantee that only one pump operates at the same time, but that in the long run, both operated for about the same amount of time. This is standard in all dual pump systems.
- With new pressurized piping running underground always within public property (i.e. on the edge of Chisinau Street)

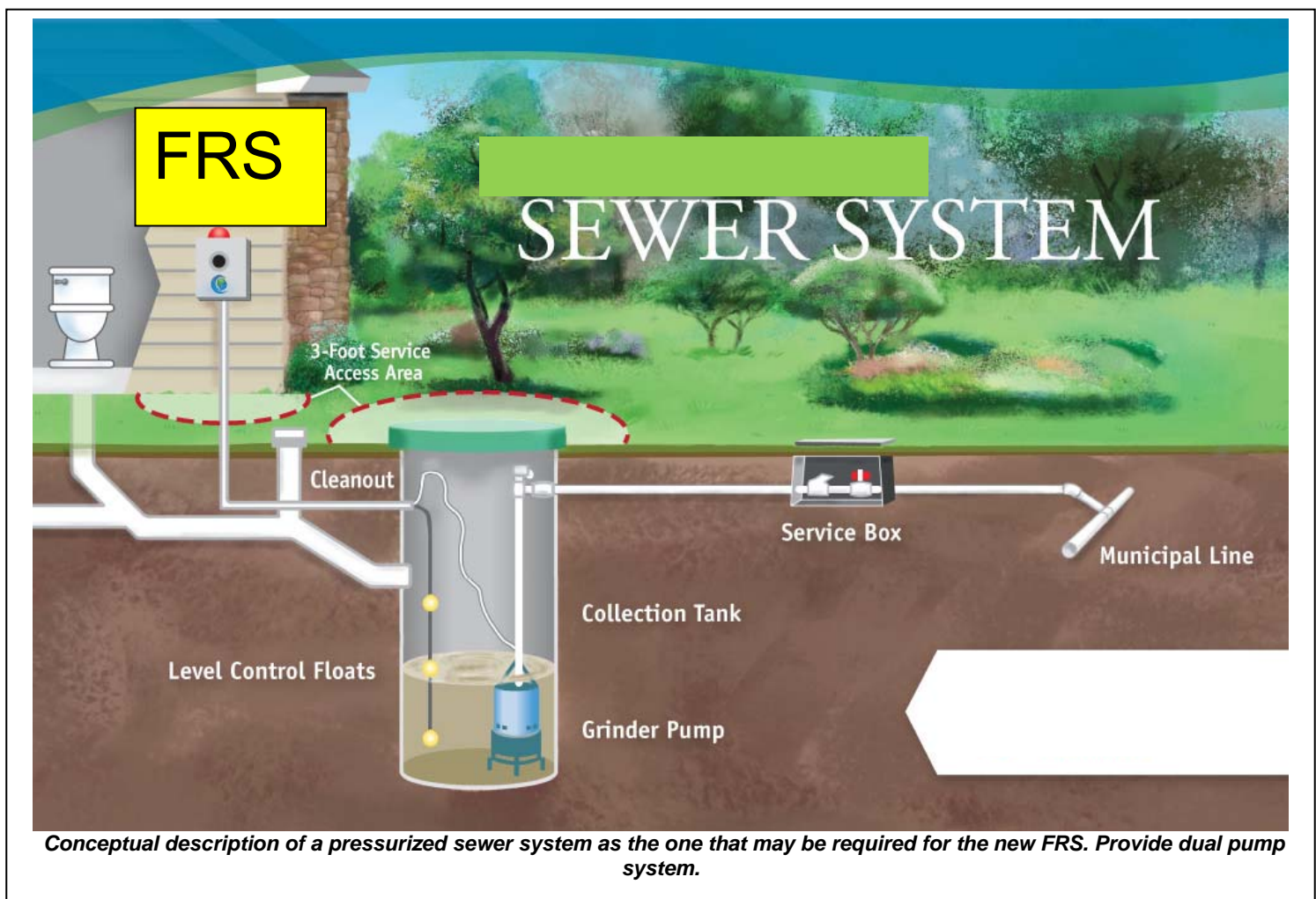
- Repair by replacement of the last manhole in the apartment building area.

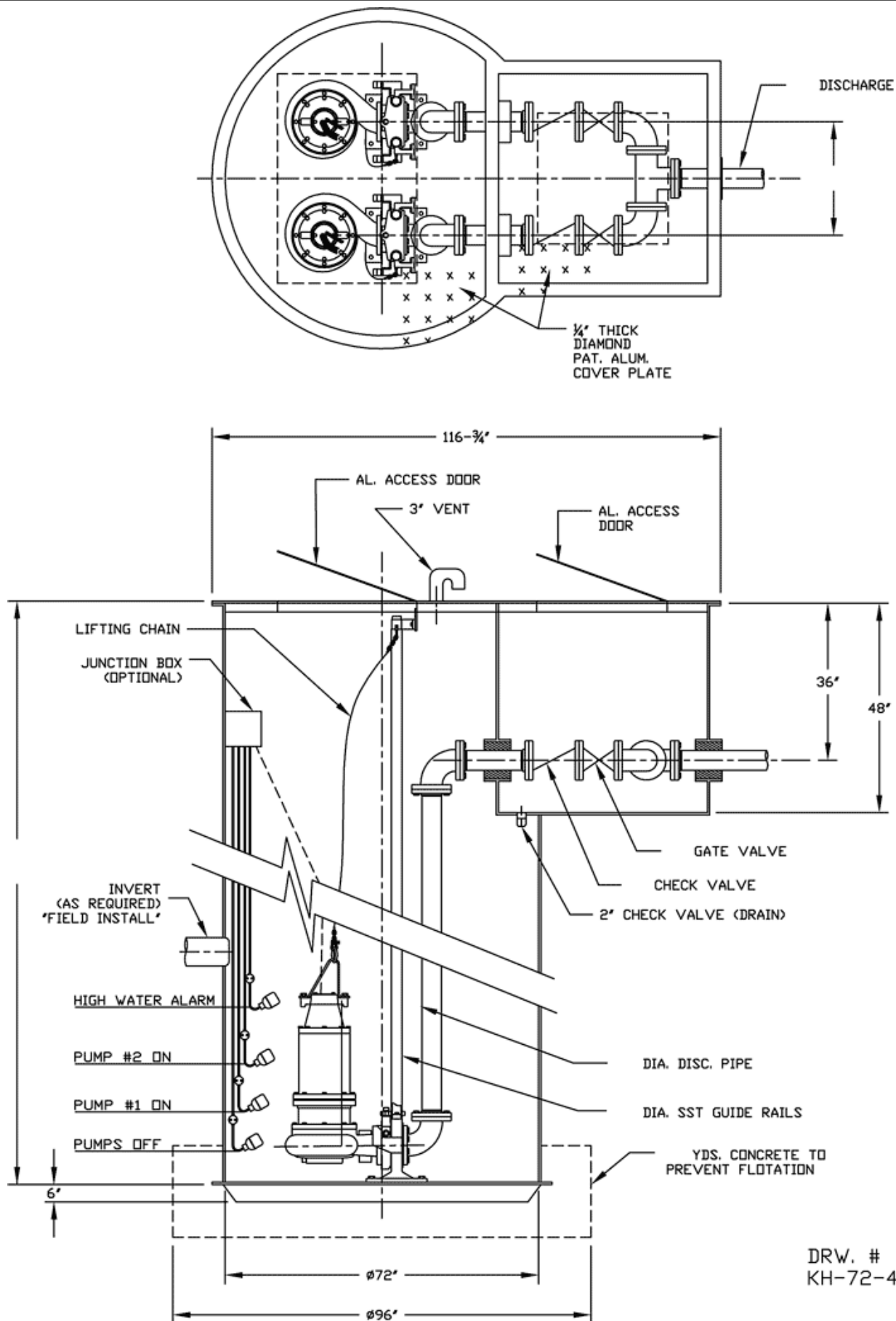
The Contractor shall survey the area, not to alter any of the existing underground utility lines and to restore all surfaces to their original condition. The contract includes connecting the sewer of the new building to the centralized sewer system in Anenii Noi.

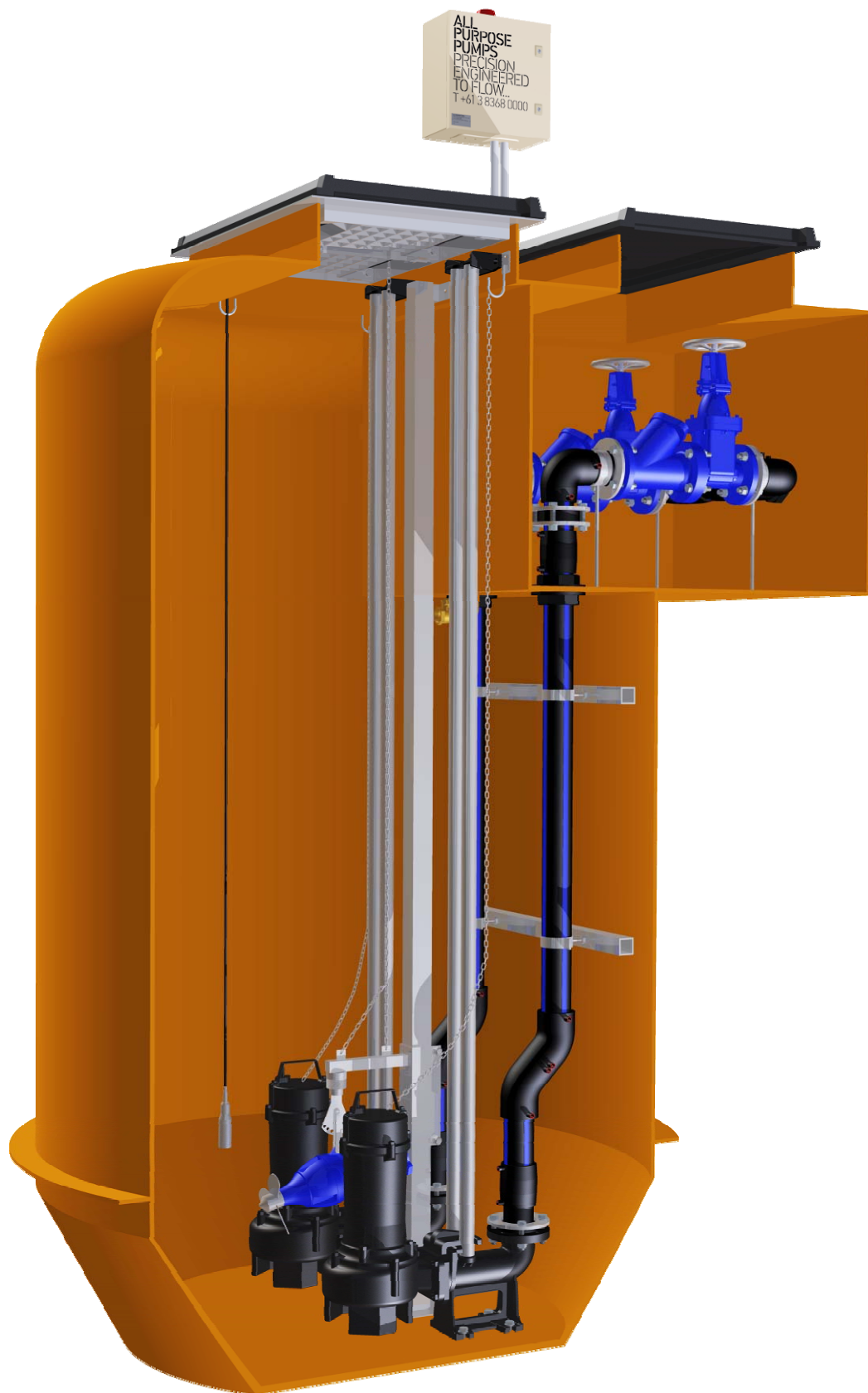
All installations shall be designed and installed in compliance with Moldovan regulations.

However, it will be acceptable, and it would be the preferred technical solution, to provide a gravity sewage system if the Contractor can find a sewer manhole in Anenii Noi and within 500 meters of the new FRS to which to connect to, with minimum 0.5% slopes of the pipes. In that case, the basis of design would be:

- Minimum 0.5 % slope.
- All exterior lines shall be PVC pipes rated for gravity sewer lines, and provided with a concrete manhole at every 40 meters or at any change of direction.
- Exterior sewer lines shall be minimum 300 mm of internal diameter.



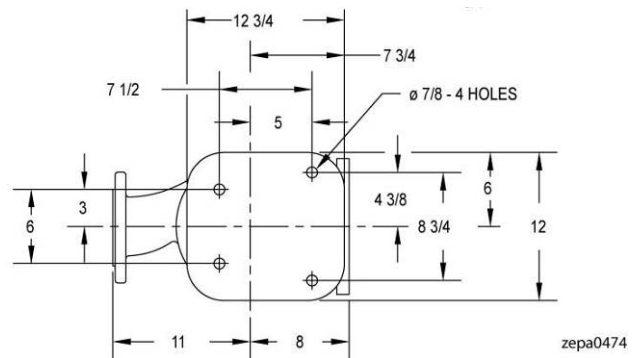
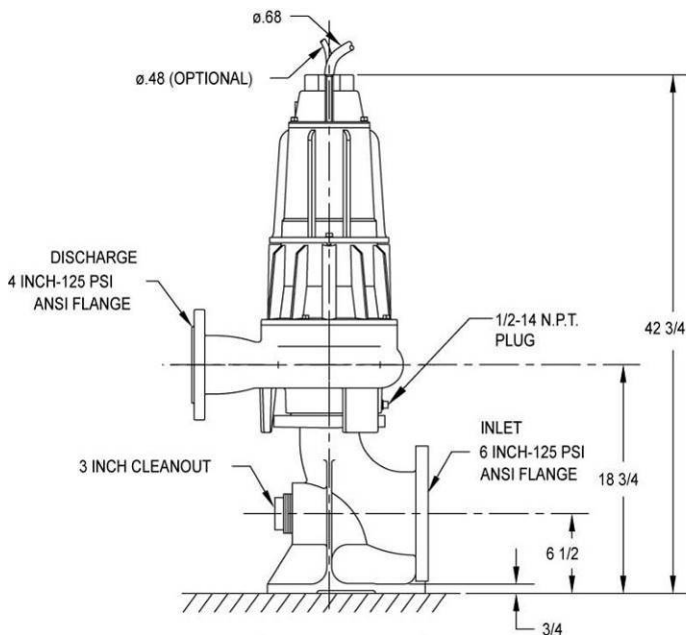




Typical rendering of sewage lift station



Typical lift station



Typical pump for sewage lift station (dual pump system required)

3.6 Mechanical Scope of Work

3.6.1 Hot Water

Hot water shall be provided by a domestic hot water system which shall use three sources of energy:

- Solar panels (primary source)
- Central heating boiler (secondary source)
- Electric coil (back-up and last source)

Under normal circumstances, the required hot water shall be provided exclusively by the solar panels. When solar energy is not sufficient to provide the necessary domestic hot water, the water shall be heated by the gas boiler.

During the heating season, when there will be less sun hours and the solar panels will be less efficient and effective, the beneficiary shall be capable of connecting the new heating boiler to the hot water heat exchanger.

Only when neither the solar panels nor the central heating boiler are not available, the beneficiary shall have the possibility to turn on the electric heating coil for the domestic hot water supply.

The system shall be designed for the intended load of the building. The architect hired by the Contractor shall calculate the required number of plumbing appliances requiring hot water (showers and sinks). Based on the number of appliances the Contractor shall calculate the capacity of the hot water tank and heat exchanger with the 3 sources of energy (solar, central boiler, electrical).

3.6.2 Exterior Natural Gas Connection

The existing building is currently fed by gas lines. The Contractor shall remove all gas installation (or hired the gas company authorized companies/agencies) and provide a new gas installation in compliance with Moldovan regulations and with the particular and specific technical and administrative requirements of the gas supply company. The Contractor shall realize any element of the existing gas system as long as it complies with the two requirements listed above.

The contract includes:

- Coordinating with the gas company the removal and installation of the new gas system.
- Preparing a gas connection (and disconnection if necessary) project and executing all required works in order to have gas supply to the new building.
- Providing two parallel boiler system, with both boilers capable of providing 150% capacity of the new facility, and reutilizing the existing boiler if in compliance with Moldovan regulations and with the requirements of the technical project to be prepared by the contract's design team.
- Install the heating boilers with stainless steel stacks extending at least 2 meters above the highest point of the roof of the new building.

3.6.3 Heating System

The Contractor shall design, install and commission one central heating system, including the gas fueled boiler, piping, expansion tanks, filters, valves, pumps, bimetal aluminum radiators, hot water blowers and everything necessary in order to have a perfectly operational central heating system.

The new system shall be made up of the gas boiler with closed-circuit hot water radiator system, including the boiler, piping, expansion tanks, insulation, valves, pumps, bi-metal type radiators, and all necessary accessories to have a fully operational heating system, capable of maintaining an interior temperature of 22°C in all the areas in worst winter conditions (except in the truck bays that shall be minimum 16). All water heating piping to be thermally insulated and recessed within the floors, walls and ceiling so that they are not exposed to the view. All radiators and hot water blowers to be provided with individual control valves.

Each heating radiator and hot water blower shall be provided with their own regulating valves, in case the beneficiary wants to reduce or increase the heating in certain areas. For example, it is estimated that the truck bays will be less heated than the administrative and living areas. However, the design shall include and size the heating system to provide a uniform temperature to all areas of the new facility. Some of the parameters required for the new heating system:

- Heating boiler stack: Provide and install a stainless steel stack, to extend 2 meter higher than the highest elevation of the roof of the new FRS in Anenii Noi. This will require additional supports and structural reinforcement of the stack structure.
- Hot water circulation pumps: To be sized and designed by the licensed specialist hired by the Contractor. Provide dual pump system. This means that for any pump provided, the Contractor shall install another one in parallel to be used in case the first one does not work. Under normal operating conditions, only one pump of every two provided shall be operational. The Contractor shall provide one single pumping system (provided with 2 pumps in parallel with only one working under normal operating conditions).
- Heating sectors for the new FRS in Anenii Noi: The internal heating distribution system of the new FRS shall be divided into minimum 5 separate heating loops. This means that if there is any malfunction in any of the heating distribution piping or radiators, the Fire Chief shall be capable of shutting down that loop of the heating system in order to make the necessary repairs, while the other 4 loops would remain fully operational. In case of malfunction within the heating system of the fire station, 4 fifths of the building heating shall remain operational, while 1 fifth would be shut down in order to make the necessary repairs.
- Heating accessories: Provide all the necessary filters, valves, expansion tanks, pressure relief security valves, water connections, drainages, and everything necessary, as included in the design, in order to provide a perfectly operational central heating system throughout the new facility.
- Interior temperature design: The sizes of the pumps, radiators and piping shall be designed in order to provide minimum temperature of 22 degrees Celsius in worst winter conditions in Anenii Noi, and a maximum of 24 degrees Celsius. It is not acceptable if by increasing the output of the boiler in order to obtain the minimum temperature in the worst location, the temperature in the most favorable location goes above 24 degrees. The whole system shall be balanced in order to obtain uniform interior temperatures.

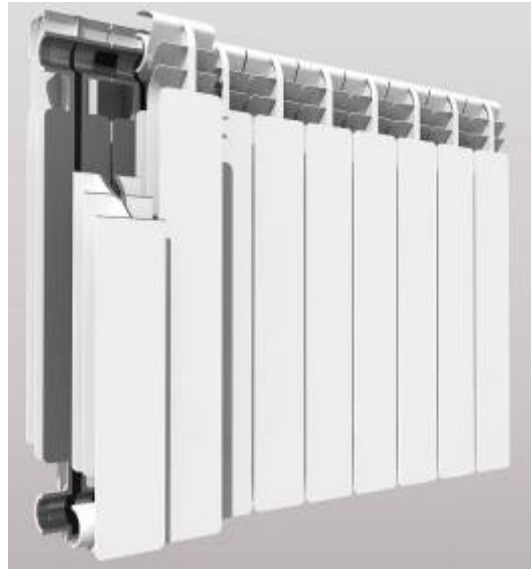
- Piping: Sized as required by the design. Piping shall be certified by the manufacturer to be used in central heating systems. All piping in the Administrative block and in the firefighting unit shall be provided recessed within the walls, floors and preferably above the suspended ceilings.
- Radiators: Provide bimetal type heating radiators. Sized as required by the Contractor's design. Provide each radiator with its individual control valves.
- Hot Water Air Blowers: Due to the size and volume of the truck bay area, the Contractor shall heat up the truck bay areas with hot water air blowers, installed on the walls. These shall be sized in order to keep the minimum required 16 degrees Celsius in worst winter conditions.
- Testing: All piping systems shall be tested at minimum 3 times the maximum operating pressure, with no noticeable drop in pressure after 48 hours. Pressure test to be certified by third party inspection company licensed in Moldova.
- Acceptance: Final acceptance will be determined by measuring the temperature in worst winter conditions in Anenii Noi in each room (when outside temperature is maximum -10 degrees Celsius). Temperature test will be conducted by a third party inspection company licensed in Moldova. Duration of the contract is longer than the time required to make all necessary works. This is because payment over 80% for the heating system will not be authorized until temperature test results are provided to the Contracting Officer Representative. In case the Contractor finishes the works in April, only 80% payment for the heating system will be authorized until January or February of the following year, when the outside temperatures are expected to be -10 degrees or colder.



Manifold and dual pumping system from NAVFAC contract in Bulgaria (different loops as required in Anenii Noi)



Hot water blower in recently completed project in Ukraine



Definition of bimetal type radiator



Typical hot water air blowers required for truck bays



Typical hot water air blowers required for truck bays

3.6.4 Sanitary hot water (solar – heat exchanger)

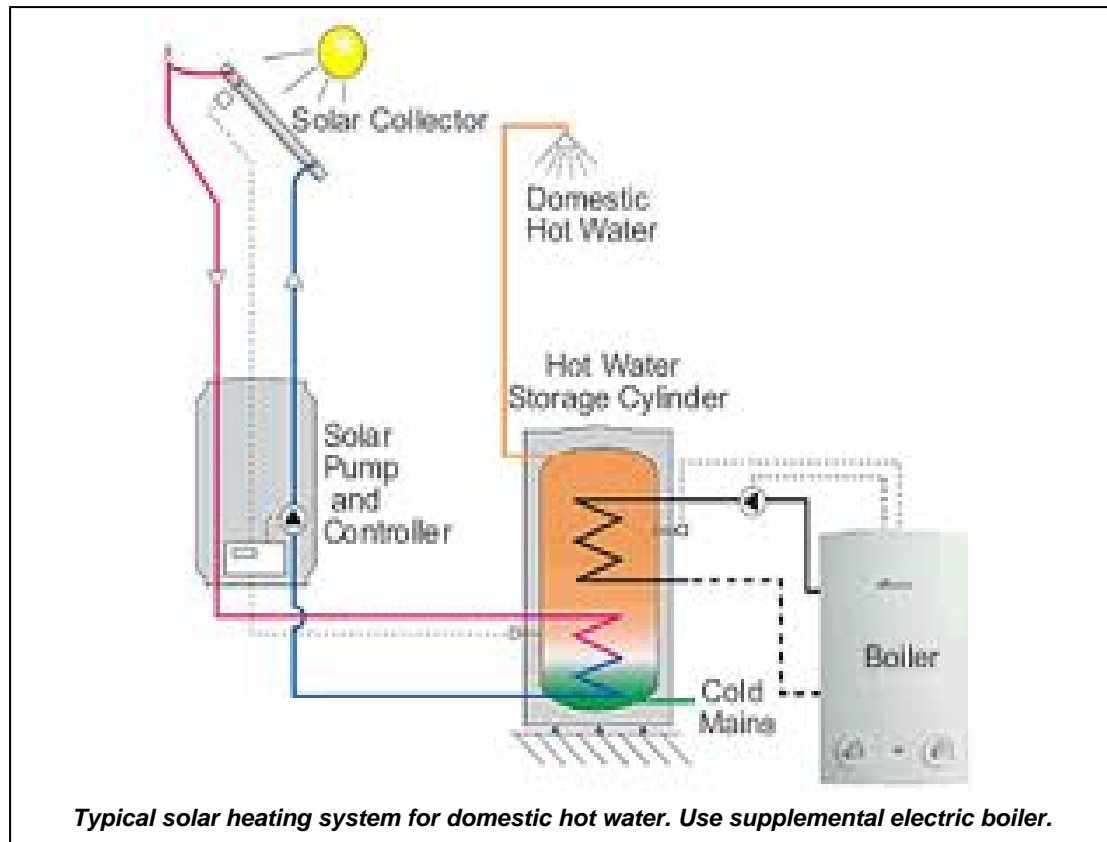
Sanitary domestic hot water is required for the showers and the sinks. The Contractor shall design the system to provide this hot water system in accordance with Moldova regulations using solar heating as their primary source of energy for the domestic hot water.

The system shall include a solar hot water system, to be supplemented by an electric boiler when there is not sufficient solar energy or the gas supply is not operational. All work to be accomplished in accordance with Moldova Code for solar domestic hot water systems.

The Contractor shall estimate the surface of solar panels, but for estimating purposes, the Contractor shall estimate a minimum surface **of 6 m²**.

Provide nonferrous water piping, rated for their intended use.

Find below a typical installation of a solar domestic hot water system.



3.6.5 Air conditioning system

The contract includes centralized heating system, by using a gas fired boiler with a 5 loop closed system with bimetal aluminum radiators and hot water blowers. However, in addition to this source of heating, the Contractor shall also provide heat pumps to provide heat in the winter or cold air in the summer. Heating by the use of electric resistance is not authorized. The Contractor shall provide cooling and heating system using split-type inverter technology heat pump units in the dispatcher's office, and in additional 50 m² of usable office space or two offices (whatever is greater). Final areas to have air conditioning shall be selected by the beneficiary and the Contracting Officer Representative. Provide heat pumps with exterior units protected from the view and snow to the maximum extent possible.

It is authorized and recommended to provide one external unit for multiple internal units. It is not authorized to provide one exterior unit for each interior unit. As a minimum, there shall be 2 interior units for each exterior unit.

The Contractor shall hire the services of a specialized company or engineer to design the new air conditioning system. For estimating purposes, the Contractor can estimate a system with the following technical parameters:

- Heat pump system using inverter technology or variable refrigerant flow. Capable of providing hot and cold air and maintaining 22 degrees in hottest summer conditions.
- The compressor unit shall be installed over a new structural support wall in the back of the building. It is not authorized to install one compressor (exterior unit) for each condenser (internal unit).
- Individual temperature control in each room with air conditioning.
- Drainage from the condensate of each room to be connected with the exterior ground



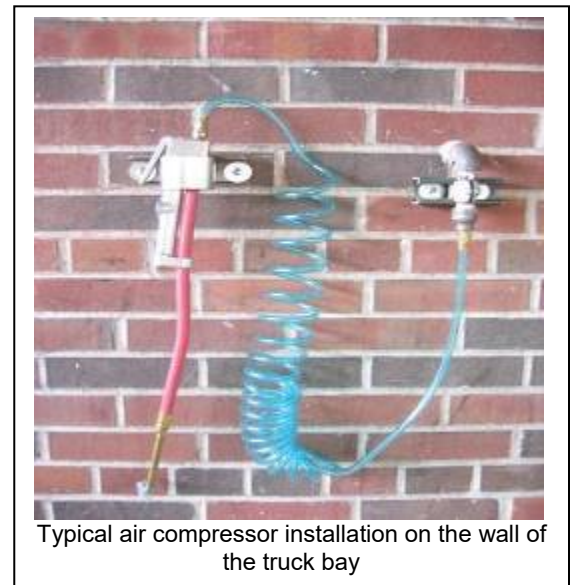
3.6.6 Air Compressor

Design and install a new central compressed air system in the industrial area of the facility. The system shall include:

- Air compressor: To be located in the mechanical room (or where recommended by the designer)
- Expansion tanks: To be sized to minimize the operation of the compressor (minimum 20 liters tank capacity).
- Piping: Metal piping (painted), rated and tested for at least 2.5 times the setting of the security relief valves. Provide security relief valves. Piping to be recessed within the walls and ceilings except in the truck bay, where they shall be exposed to the view and painted.
- Minimum 6 connection points in the truck bays and 1 in the mechanical shop for the maintenance of the trucks, with quick connection couplings and hose (similar to the picture below). Location of the connection points and the design of the quick couplings and hoses shall be determined by the representative of the Fire and Rescue Station.
- Air filters and everything that may be necessary in order to have a perfectly operational central compressed air system.



Typical compressor with tank



Typical air compressor installation on the wall of the truck bay

3.6.7 Fire Truck Bays – Ventilation Requirements

The four truck bays shall be designed with the necessary ventilation so that there can be four trucks with the engines running and the doors closed without having any polluted air inside the truck bays.

All ventilation shall be done as required by Moldovan regulations.

Ventilation shall require large industrial exhaust fans and ductwork.

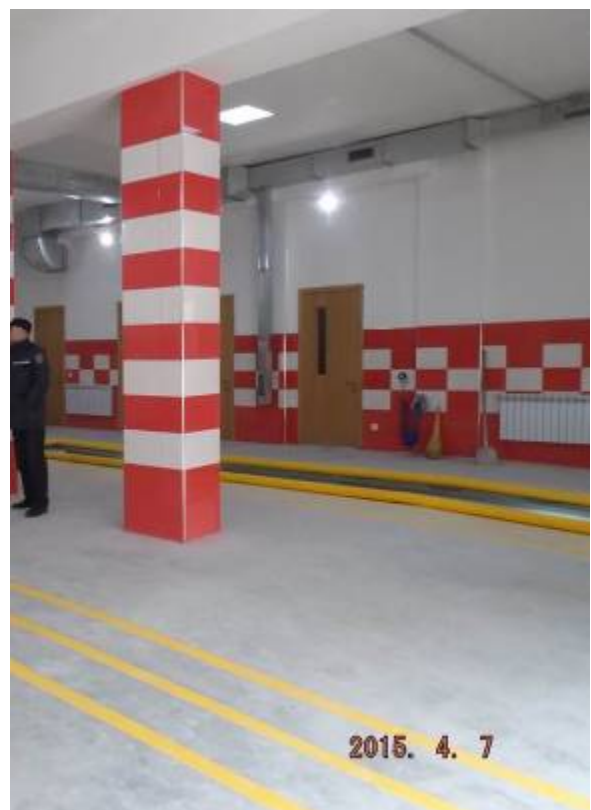
In other countries the industrial truck bays are equipped with special hose extraction system, as seen in the pictures below. The Contractor shall implement this solution only if authorized by Moldovan regulations, as this system would better conserve energy in the winter.



Typical hose exhaust extraction system



Typical hose exhaust extraction system



Ductwork for forced ventilation system in a Moldovan fire station renovated by NAVFAC



**Potential acceptable finishes for ceiling with exposed metal structure.
See hot water air blowers and fumes extraction hoses.**



**Hose extraction system for fumes in recently
completed project in Ukraine**

3.7 Architectural Scope of Work

3.7.1 Fire Truck Bays – Exterior Roll Up Doors

The three truck bays shall be provided with thermally insulated roll up doors of minimum 4.5 meters height and these widths:

- 2 doors to be minimum 5 meters width
- 1 door to be minimum 6.5 meters width

One of the 3 roll up doors shall be provided with a pedestrian smaller door.

Doors shall be operated both manually and electrically. For manual operation the doors shall be provided with chains. For automatic or electrical operation the doors shall be provided with individual control switches and safety pressure control in the bottom.

With the safety pressure sensor device/control in the lowest section of the roll up door, if there is any obstruction that would not allow the door to close, it would shut off the motor. This impedes any person from being crushed by the doors while closing, or any vehicle or the door themselves to be damaged if anything is placed in the way of the doors.

Doors to be provided with thermally insulated windows to allow for natural light in the truck bays when the doors are closed, or with windows above the doors.



Typical required roll up doors from new FRS built by NAVFAC in Moldova. Notice pedestrian door in the roll up door to the left

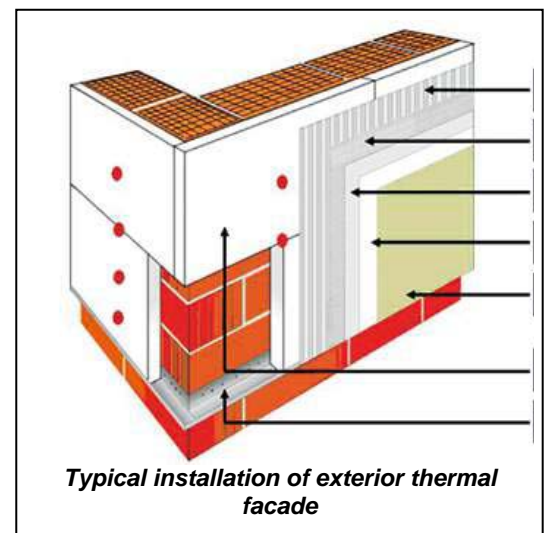
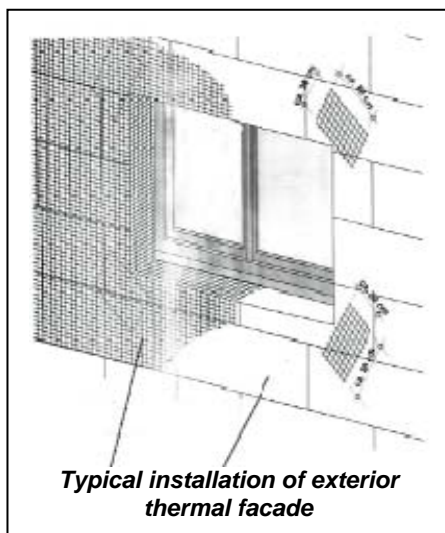
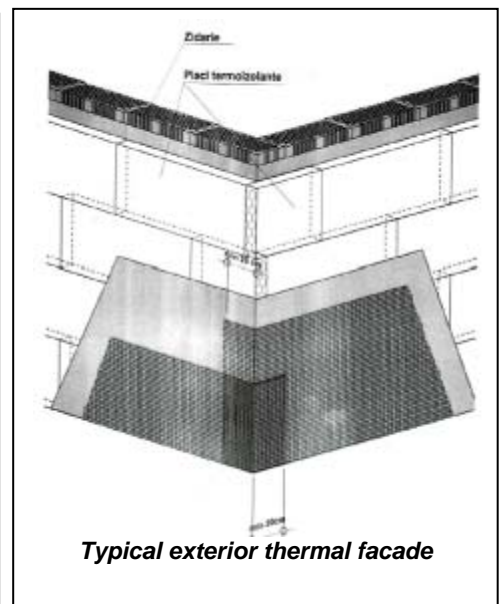
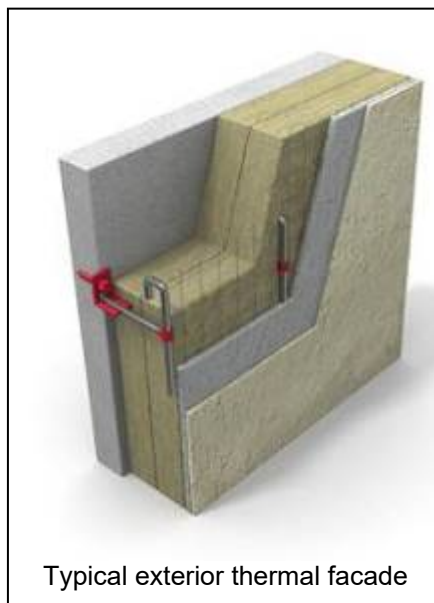
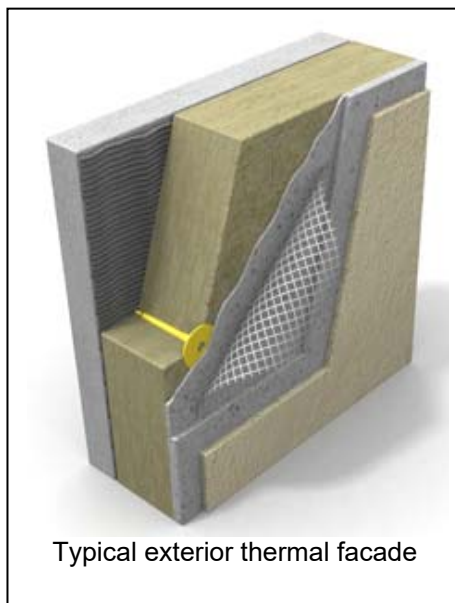


Typical required roll up doors from new FRS built by NAVFAC in Moldova. Notice windows above the door, which is also acceptable. See the drainage sump pit (under construction) to capture the water from washing the fire trucks

3.7.2 Thermal faade

The exterior of the building shall be provided with the same esthetics as the new Fire and Rescue Station in Cimislia, including thermal insulation of minimum 10 cm thickness. The Contractor can choose to provide an external thermal insulation, or preferably an internal one. Whatever technical alternative is chosen by the Contractor's design team, the outer layer of the faade shall be resistant to impacts with a minimum thickness for the exterior rigid plaster of 1 cm (supported by double or triple mesh).

Provide with proper finishes in the upper and lower sections to avoid any water or insects to get within the thermal insulation.



3.7.3 Exterior/Interior Windows

The conceptual design does not include the location of the windows. However, for estimating purposes the Contractor shall provide windows with similar size as the ones in the new Fire Station in Cimislia for each one of the exterior rooms of the building.

The architect hired by the Contractor shall maximize the use of natural light in the new Fire and Rescue Station.

Provide aluminum insect screens in the exterior of all operational panels of the bathroom, kitchen and bedroom windows and in other 3 windows to be selected by the beneficiary. The insect screens shall be removable and shall be provided by the manufacturer providing the new windows required by this project. Provide window blinds as in the picture below for all windows, except for the bathrooms.

The new exterior windows shall be minimum of 5 chambered PVC profile with double glazing 6-16-6 (unless specified otherwise). They shall be provided with the quality certificate that may be required for the intended use of the windows. Provide with internal PVC sills and external aluminum or ceramic tile, with minimum 5% sloped away from the building.

Where indicated by the beneficiary, the Contractor shall include non-transparent glazing (maximum 6 windows).

Operational panels of the new windows shall open horizontally and vertically as shown in the picture below. At least 50% of the window surfaces shall be made of operational panels.

50% of the exterior windows shall be provided with premanufactured window blinds. This means that the window blinds shall be provided by the same manufacturer as the windows.

For the internal windows, there is no need to provide double glazing, but it is acceptable to install a single 6 mm glass pane. As a minimum there shall be an internal window from the dispatcher room to the truck bays. These needs to be a fire wall separating the Administrative and Industrial areas, therefore this window may have to be provided with a fire shutter, if required by Moldovan regulations.

Number and location of the windows shall be selected by the designer hired by the Contractor to maximize the use of natural light to all the rooms, including the truck bays.



Typical required external sill for all windows



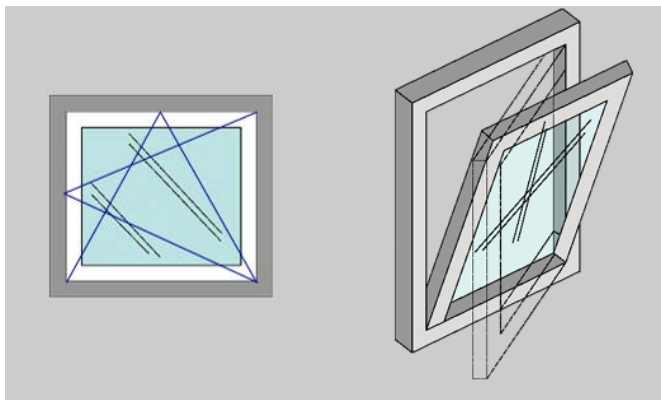
Typical internal sill required for all windows



***Provide 50% of exterior windows with window blinds,
installed by the window manufacturer***



Typical exterior window profile



***Window operational leaves / panels to open horizontally
and vertically***

3.7.4 New Exterior Doors

The number and sizes of exterior doors shall be designed by the Contractor's architect. As a minimum there shall be a main entrance to the Administrative areas, and as many more as required by Moldovan safety regulations. Additionally, one of the truck bay doors shall be designed for pedestrian use. There shall be one additional galvanized metal door for the mechanical room.

All exterior doors, except the one for the mechanical room, shall be designed and built with the minimum requirements specified herein:

- European standard aluminum profiles with break in the thermal bridge, and must have three rubber dust protection seals.
- With double glazing in the upper half (8-12-8)
- With required locks and anti-panic hardware, all made of stainless steel.
- Glazing in the upper half to be minimum thickness of 8 millimeters thick for safety reasons. This is the thickness of each glazing panel.
- Provided with door closers and door stops to avoid damages by users.
- Aluminum profiles shall be minimum 8 cm wide and minimum of 1.4 kg/m

These doors can be also designed using exactly the same requirements as the new doors recently installed in the Sorooca or Cimislia fire and rescue stations, managed by NAVFAC (see picture below)



New entrance door for Cimislia FRS



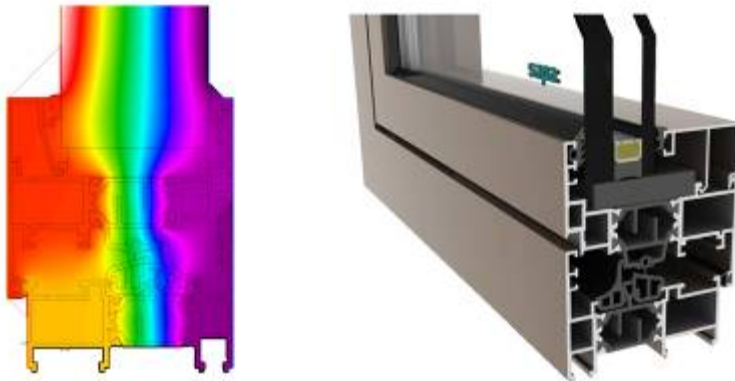
New entrance door for Sorooca FRS

The new entrance door for the mechanical room shall be thermally insulated galvanized steel, with louver for ventilation. The other two entrance doors shall be heavy duty thermally insulated aluminum and provided with double leaves, with total width of opening of 1.6 meters.

All exterior doors to be officially rated and certified for heavy traffic or heavy use.



Typical Anti-panic hardware



Definition and description of break in thermal bridge



Typical required metal door for the mechanical room.

3.7.5 New Interior Doors and Door Signs

Provide fire rated doors where required by Moldovan regulations. Some of general requirements for all doors include:

- All doors shall be installed without bottom thresholds.
- All doors to be installed with heavy duty stainless steel hinges and stainless steel handles.
- All doors shall be designed to resist a vertical force of 200 kg without any deflection.
- All doors to be lockable.
- All doors to be provided with professional door signs.

There shall be two types of doors:

- Type 1: For Administrative block and firefighting unit
- Type 2: For all other industrial areas (storages, mechanic shop, air breathing apparatus,...)

For type 1 the Contractor shall use heavy duty professional and high quality GRP solid doors and frames (GRP stands for Glass Reinforced Polyester) or solid hard wood.

A modern composite laminate, G.R.P. is a versatile and well proven construction material that has been in use for over 50 years in a huge variety of applications, from boatbuilding, to motor vehicles, to building materials.

GRP is an inherently dent resistant laminate, able to withstand knocks and blows that would easily permanently deform and damage a traditional steel door.

Unlike steel, GRP door panels will not rust or corrode. Unlike wood, GRP door panels will not shrink, swell, warp or twist and do not require the regular attention needed to ensure a wood door retains its good looks.

Solid hard wood requires the doors to be made with solid core hard wood. Hard wood is defined as the wood from a broadleaved tree (such as oak, ash, or beech) as distinguished from that of conifers.

Provide with louvers for ventilation for the bathrooms/shower/locker rooms.

Provide with small non-transparent glazing for natural illumination of the hallways.

For type 2, the Contractor shall use painted steel doors, installed over steel frames.



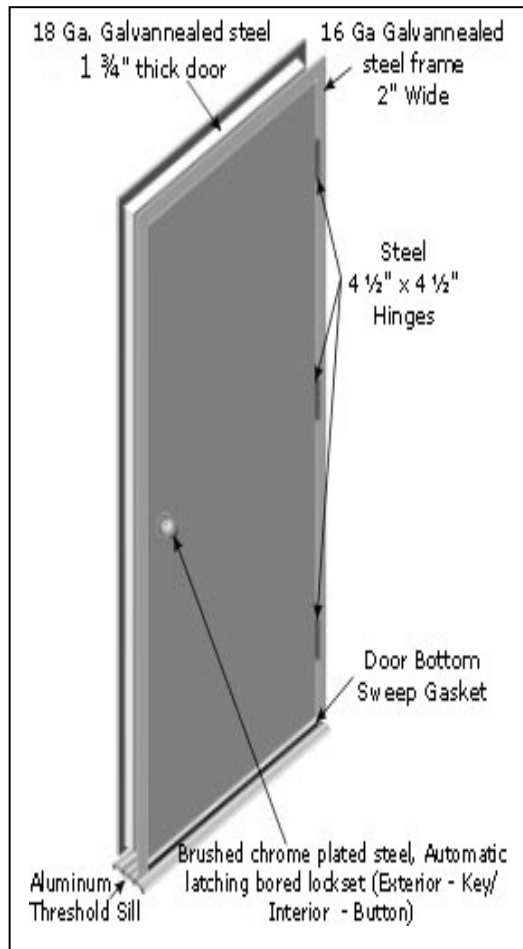
Professional doors signs, to be provided on each internal door provided in this project



Typical GPR doors with windows



Typical required type 2 door



Typical required type 2 door



Typical required type 1 door (similar to the one required for bathrooms)

3.7.6 New Floor Surfaces

There shall be three different types of floor finishes: exposed concrete, concrete treated with epoxy and porcelain stoneware large format tiles.

- Exposed concrete: In the mechanical room and exterior paved areas.
- Treated concrete with epoxy cover (green color): For the truck bays and rest of industrial areas.
- Homogeneous porcelain stoneware tiles of large format: For all other areas.

For the concrete treated with epoxy (green color):

The Contractor shall provide a special epoxy treatment of concrete or epoxy based mortar cover for the specified areas.

This floor material shall have the minimum technical features:

- 5 year warranty against wear or discoloration
- Certified as non-slippery
- Certified to be used in garage areas with anticipated presence of hydrocarbon liquid spills
- Applied by manufacturer recommended or certified or authorized workers or company

For the porcelain stoneware minimum 40x40 (color to be selected by the beneficiary):

Provide homogeneous grès porcelain tiles where indicated. Provide large format tiles with minimum size of 40x40 cm. Include matching wall base board from the same model as the tiles.

Grès Porcelain stoneware is a ceramic with a compact, hard, colored and non-porous body. Tiles shall be homogeneous or non-glazed. This means that all the material of the tile is made of the same material. If we cut a tile, there would be no difference between the bottom, the top of the middle of the tile. The word “grès” means that the ceramic body of the tile is extremely vitrified, that is to say compact, hence the exceptional great resistance. The result is a lean clay body, little refractory, fired in a kiln (at 1200-1400 C°) until it reaches a non-porous vitrification and a complete water-proofing.

The new ceramic tiles shall be high quality, provided with the following technical features:

- Scratch hardness of surface (Mohs) >8 (according to EN101)
- Resistant to impacts: Complies with ISO 10545-5
- Water Absorption: Tested by ISO 10545 - 3 $\leq 0.5\%$
- Deep abrasion resistance: Tested by ISO 10545 – 6: Max 175 mm³
- Frost resistance: Tested by ISO 10545 – 12: Tiles must not produce noticeable alteration to surface
- Chemical resistance: Tested by ISO 10545 – 13: Tiles must not produce noticeable signs of chemical attack
- Friction coefficient (slipperiness): Tested by ASTM C 1028 $\geq 0,60$
- Size: Minimum 20x20 cm

Tile installation shall be done following manufacturer's instructions and recommendations.

All floors shall be perfectly leveled. In the toilet and boiler room the floors shall be sloped towards the new floor drains to be provided as part of this contract. In the truck bays the floor shall be sloped towards the exterior of the building.

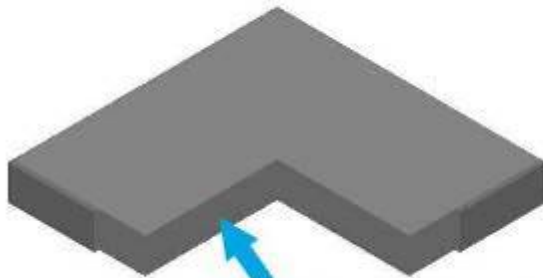


Typical grès flooring, window blind and other details from Cimislia Fire and Rescue Station



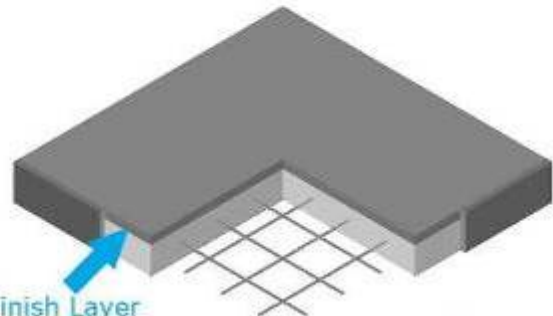
Typical grès base boards. Use same model as for the floor tiles

Porcelain Tile



Finish Layer All The Way Through

Ceramic Tile



Only Top Finish Layer

Homogeneous characteristic of the porcelain stoneware in comparison with standard ceramic tile (not acceptable in this project)



Cutting homogeneous porcelain stoneware tiles



Typical epoxy cover for concrete



Typical epoxy cover for concrete in green color, as required by our contract.



Applying epoxy treatment to concrete flooring. Flooring shall be perfectly leveled prior to the installation of any final layer.



Typical epoxy cover for concrete in green color, as required by our contract.

3.8 Specific Requirements for Specific Rooms in the New Fire and Rescue Station

The design shall be based upon the minimum required spaces described in this document. Some specific details and quality of materials are included herein. If any material or equipment is not specified herein, but it is necessary in order to have a perfectly usable and operational Fire and Rescue Station, they shall be considered included in the contract, and the Contractor shall use commercial grade materials and equipment in compliance with Moldova Code. Find below some of the requirements for each area of the new facility:

3.8.1 General Requirements

Title	Description	Remarks
Floor elevation	Raise floor elevation	Provide the floor of the ground floor of the building a minimum of 0.4 meters above the edge of Alexandru Plamadeala Street. This is to avoid possibility of flooding and proper drainage.
Exterior building	Rigid thermal insulation protected against impacts	Finishes similar to the finishes of the new Fire and Rescue station in Cimislia. Building provided with thermal insulation.
Roof	Complete new preformed metal sheet roofing on metal structure using sandwich panels with minimum 6 cm thermal insulation.	Sloped hip new complete preformed sandwich panel metal roofing, with similar finish to other roofs recently installed in the area, a minimum 0.8 m eave. Provide non-ferrous downspouts and gutters around the entire facility. Provide lighting protection and snow stops.
Perimeter of the facility	Sidewalks	Provide 1 meter wide concrete sidewalk around the new construction. Provide proper joints and sealant to avoid humidity inside. Provide minimum 2% slope to drain water away from the new facility.
Electrical	LED exterior Lighting	Provide LED technology lighting equipment with a minimum protection of IP 54. Lights to be controlled by individual switches (one per floodlight). Minimum of 6 units of 50 watts LED floodlights.
Electrical	Interior lighting	All lighting to be LED technology meeting with minimum illumination requirements of EN 12464-1.
Electrical	Roof lighting protection	As required by Moldova Code
Doors	Without bottom thresholds	Provide all doors in the facility without any bottom thresholds.
Heating	Gas fuel boiler	To be provided by two parallel central boilers installed in the mechanical room. Provide all required accessories
Domestic Hot Water	Provide solar heating system	Provide all equipment in the mechanical room. Install the solar panels oriented towards the South on the roof.
Air Conditioning	Provide heat pumps for certain areas	Provide heat pumps capable of maintaining 24 degrees Celsius in the summer for the designated areas (heat pumps shall also be capable of providing heat in the winter)
General utilities outside	Water, sewer, telephone, Internet, electricity,...	Follow utility company requirements. Provide underground utility installation to connect the new facility from the network (water, electricity, telephone, ...)
General utilities and installations inside	All recessed within walls, floors and ceilings	Provide all installations within the walls and floors, and where possible, preferably above the suspended ceiling. In the industrial area these can be exposed, but they should be metal to be protected against impacts and color coded.

3.8.2 Exterior of the building:

Title	Description	Remarks
Walls / Exterior Enclosure	Thermal Insulation	Provide with finishes similar to the Cimislia FRS
Main Exterior doors	PVC thermally insulated	Provide heavy use PVC doors rated for exterior use. Provide with see through window on the upper half (double glazing) and thermally insulated in the lower half. Minimum 5 chambered PVC profiles and 8 mm glazing. Preferably provide similar to Cimislia FRS.
Main Entrance - Ramp	Designed for Handicapped	Design the main entrance to the Admin areas to be accessible for people on wheelchair. All doors to be installed without bottom thresholds, but the floor shall be continuous. Provide ramp railing made of stainless steel.
Mechanical Room door	Metal thermally insulated	Provide one galvanized metal with thermal insulation and ventilation louvers in the mechanical room.
Door Hardware	Locksets and Hinges	Mortise lockset shall be used. High-frequency hinges shall be utilized.
Building sign	ANENII NOI FIRE AND RESCUE STATION	Provide one external sign at the location to be indicated by the representative from the Fire and Rescue Station. Letters to be minimum size of 50x30 centimeters.
Bollards	Protect the entrance to the truck bay	Provide steel bollards filled with concrete, and painted in yellow and black stripes at the exterior entrances of the truck bay. See picture in next page.
Canopy	Main entrance	Provide a canopy for all the entrances to the building except for the truck bays. Canopy can be substituted by any other construction to protect users of the facility from inclement weather (as in Cimislia FRS). Provide gutters and downspout at the perimeter of the canopy where people would walk under. Provide exposed concrete surface. Provide exterior LED lighting rated for exterior use (minimum 3 units of 10 Watts each). These lights in addition to the 6 units described in previous paragraph.
Canopy	Emergency exit doors	Provide light metal canopy with similar roof as the roof of the main canopy and roof of the building at all pedestrian accesses to the facility (i.e. mechanical room). Provide with minimum 3 m ² of covered surface in each. Provide exposed concrete flooring 20 cm higher than surrounding grade elevation.
Sidewalk	Around the facility	Provide 1 meter wide sidewalk around the new facility at higher elevation than surrounding grade elevation and with 2% slope.



Required esthetic finishes for the new facility (missing the building sign)



Typical bollards required for truck bay entrances



Typical sign



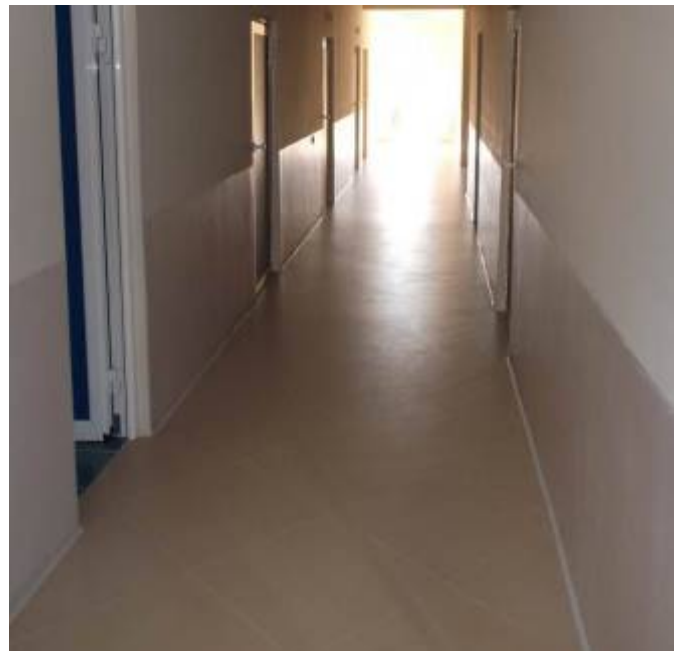
Example of accident for not having bollards at the entrance of the truck bays

3.8.3 Entrance Lobby

Title	Description	Remarks
Entrance	Design	Design with double entrance doors for thermal insulation. Both doors to be similar in quality and finishes and provided with glass in the upper half and without bottom thresholds for easy movement of people on wheelchair. Provide with panic hardware.
Wall	PVC wall protection Plaster and paint	Provide PVC wall protection railing/cover of 20 cm width at 90 cm height after plastering and painting the walls. Color and patterns of walls and protection to be selected by the beneficiary among ample selection provided by the Contractor. Provide wall base in coordination with ceramic tiles for the floor.
Floor Finish	Ceramic floor tile	Provide porcelain stoneware tiles, non-slippery. Provide minimum 40x40 cm ceramic tiles.
Ceiling Finish	Drop Ceiling	White color. Provide acoustical drop ceiling (Armstrong type) over galvanized metal support.
Interior Doors	PVC door.	Provide PVC door without bottom threshold to allow easy movement of wheelchair. Provide with see through window in the upper half.
Electrical	Power Outlets	Provide 1 220 V outlet
Electrical	Lighting	Recessed LED lighting
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in worst winter conditions.



Typical ceiling with fluorescent lighting fixtures



Typical installation of large floor tiles diagonally with respect to the walls



Typical required PVC wall protection



Typical required wall protection



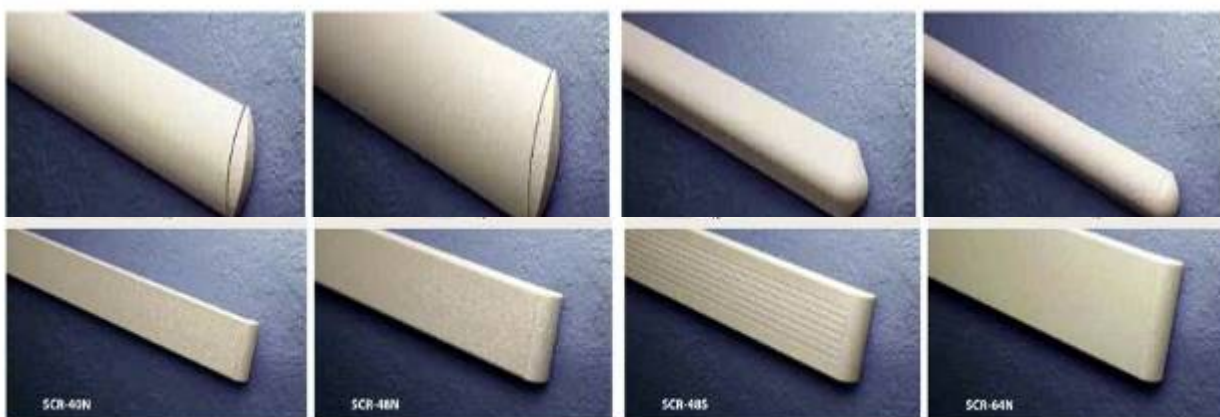
Typical required PVC wall protection



Typical required PVC wall protection



Typical required PVC wall protection



Different models of typical required PVC wall protection. To be selected by beneficiary among ample selection provided by the Contractor. To be minimum 20 cm wide.

3.8.4 Hallways / Distributor

Title	Description	Remarks
Width	2.0 meters	Minimum 2.0 meters wide hallways
Wall	PVC wall protection Plaster and paint	Provide PVC wall protection of 20 cm at 90 cm height after plastering and painting the walls. Similar to the Entrance Lobby. Provide wall base in coordination with ceramic tiles for the floor.
Floor Finish	Ceramic floor tile	Similar to entrance lobby
Ceiling Finish	Drop Ceiling	White color. Provide acoustical drop ceiling (Armstrong type) over galvanized metal support.
Door hardware	Locksets and hinges	As recommended by the manufacturer of the doors. Provide stainless steel door knobs. Provide lockable doors. High-frequency hinges shall be utilized. Provide door stops to avoid damage to the doors and walls.
Electrical	Power Outlets	Provide one 220 V outlet for every 10 meters of hallway length
Electrical	Lighting	Recessed LED lights
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in worst winter conditions.
Interior door to the truck bays	Fire rated door	Provide metal fire rated door, with similar exterior appearance as the rest of doors for the offices and bathroom.

3.8.5 Dispatcher Office

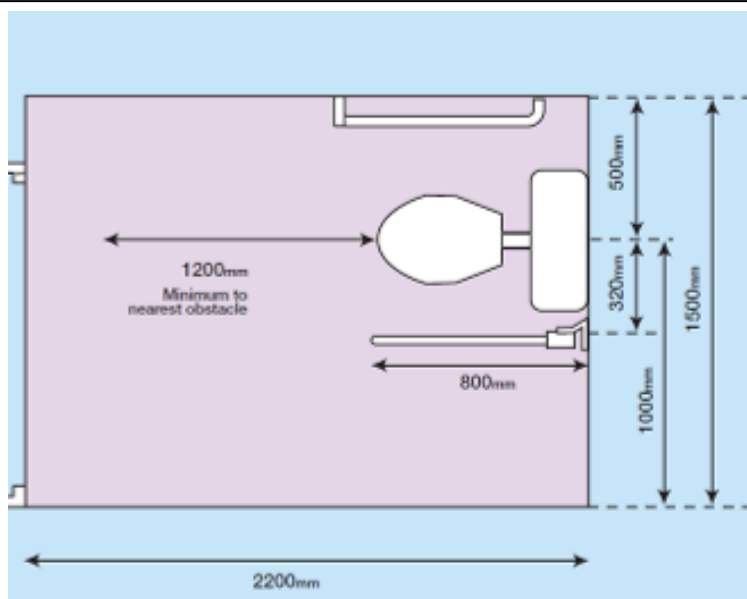
Title	Description	Remarks
Wall	PVC wall protection Plaster and paint	Provide PVC wall protection of 20 cm at 90 cm height after plastering and painting the walls. Color and patters of walls and protection to be selected by the beneficiary among ample selection provided by the Contractor. Provide wall base in coordination with ceramic tiles for the floor.
Floor Finish	Ceramic tiles	As in the entrance lobby.
Ceiling Finish	Drop ceiling	White color. Provide acoustical drop ceiling (Armstrong type) over galvanized metal support.
Interior Doors	Solid GPR door.	Provide with see through window in the upper half. Provide door sign with plasticized professional room labeling, indicating the use of each room. Provide in English and local language.
Door Hardware	Locksets and Hinges	As recommended by the manufacturer of the doors. Provide stainless steel door knobs. High-frequency hinges shall be utilized. Provide door stops to avoid damage to the doors and walls.
Electrical	Power Outlets	Provide four 220 V outlets.
Electrical	Lighting	Recessed LED lights
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Specialty	Communication	Provide telephone/Internet installation. The installation shall comply with the conditions required by the local telephone company.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide windows to the outside. Use commercial grade windows. Use operable shutter. Provide integral insect screen.
Window	Internal PVC window	Provide one single glazing window to the truck bay area. Provide with minimum 6 mm glass pane.
Specialty	Desk	Provide one solid wood desk to be used by the dispatcher. Minimum of 2 m ² desk surface, provided with 2 columns of drawers. Install over this desk the alarm and audio equipment required by this contract. Desk to be bolted or structurally attached to the floor of walls.
Specialty	PA Audio and alarm system	Provide the audio and alarm system to be able to communicate alarm situations with users of the facility. The desk is to place the equipment for the PA.
Specialty	Heat Pump	Provide one inverter technology heat pump unit, designed for the size of the room and the weather conditions in Taraclia. Provide with control remote. Hardwire the unit to the electrical system of the building, so that the cables of the units are not exposed to the view. Route drainage from interior unit to the outside of the building. Drainage piping shall not be exposed to the view.

3.8.6 Offices

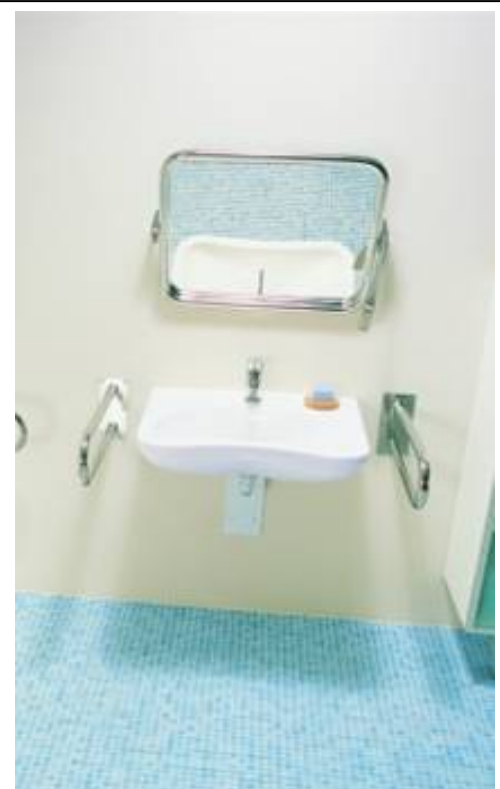
Title	Description	Remarks
Wall	PVC wall protection Plaster and paint	Similar to dispatcher's office
Floor Finish	Ceramic tiles	Similar to dispatcher's office
Ceiling Finish	Drop ceiling	Similar to dispatcher's office
Interior Doors	Solid wood door.	Similar to dispatcher's office with non-transparent glazing
Door Hardware	Locksets and Hinges	Similar to dispatcher's office
Electrical	Power Outlets	Provide four 220 V outlets per room
Electrical	Lighting	Similar to dispatcher's office
Electrical	Conduits	Similar to dispatcher's office
Specialty	Communication	Provide telephone/Internet preinstallation. The installation shall comply with the conditions required by the local telephone company.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide windows to the outside. Use commercial grade windows. Use operable shutter. Provide integral insect screen.

3.8.7 Bathrooms in ground floor

Title	Description	Remarks
Number / Size	As required by the design	Provide two bathrooms for visitors, or one unisex bathroom, as in the Contractor's design. All facilities to be rated for people with disabilities
Wall	Ceramic wall tile	Colors and patterns to be selected by user. Provide ceramic tiles from the floor to the ceiling with decorative friso on the middle and top. Minimum size of tiles 20x30 cm.
Floor Finish	Ceramic floor tile	Similar to dispatcher's office, with floor drain
Ceiling Finish	Acoustic suspended	Similar to dispatcher's office
Interior Doors	Solid wood	Without bottom threshold. Any exterior door shall be similar to the ones for the offices.
Door Hardware	Locksets and Hinges	Do not provide lockable door from the hallway.
Electrical	Power Outlets	Do not provide power outlets
Electrical	Lighting	Similar to dispatcher's office
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Specialty	Ventilation	Provide forced ventilation operated by electric switch connected with the light switch. Route exhaust air to the exterior of the building.
Specialty	Sink	Provide one wall mounted sink (without supporting pedestal) rated for people on wheelchair
Specialty	WC	Provide one wall mounted toilet, without any contact with the floor.
Specialty	Hand drier	Provide one hard wired stainless steel hand drier with automatic control.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Windows	5 chambered PCV double glazing windows (6-16-6)	If located with contact with the façade: Provide small window to the outside (if applicable). Provide opaque glazing. Use commercial grade windows. Provide integral insect screen.
Water	Hot/Cold	Provide hot water to sink
Specific Requirements	Fixture and appliances	<ul style="list-style-type: none"> - Wall mounted sink without pedestal. - One European style toilet wall mounted - One hand drier - One mirror recessed on the ceramic wall tiles or hinged for people on wheelchairs.



Special requirements for bathroom



Typical required sink with bars, and hinged mirror for the bathroom



Typical special requirements for handicapped bathroom



Diagram 5, Toilet and rails

Typical location and size of stainless steel bars around the toilet.

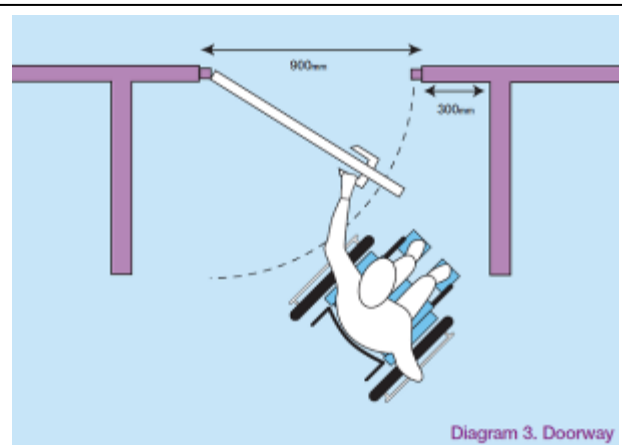


Diagram 3, Doorway

Typical entrance doors as required for this contract.

3.8.8 Stairways

Title	Description	Remarks
Width	2.0 meters	Minimum 2.0 meters wide per lane
Wall	Plaster and paint	Colors and patterns to be selected by user. Provide wall base in coordination with ceramic tiles for the steps.
Floor / Step Finish	Ceramic floor tile	Provide non-slippery commercial grade ceramic floor tiles specifically designed to be used in heavy traffic stairways.
Ceiling Finish	Drop acoustic ceiling or gypsum board plaster	White color. To be selected by the designer.
Railing	Stainless steel railing	Provide stainless steel railing, heavy duty. The railing shall be designed to support without visually noticed deflection the application of 100 kg of force in horizontal direction in any place of the railing. Railing to be heavy duty.
Electrical	Power Outlets	Not needed
Electrical	Lighting	Similar to dispatcher's office
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in worst winter conditions.



Stairway from Cimislia FRS. Provide similar finishes and railing.



Special tiles for the stairway

3.8.9 Kitchen – Dining Room

Sketch for this room was not included in the general sketches. The Contractor shall estimate a room with minimum 6 linear meters (of 6 m²) of kitchen countertop, with cooking capacity (using gas as the fuel if allowed by Moldovan regulations) and forced ventilation.

Title	Description	Remarks
Wall	Ceramic wall tile	Colors and patterns to be selected by user. Provide ceramic tiles from the floor to the ceiling with decorative kitchen ceramic tiles and friso at the middle and top of the walls.
Floor Finish	Ceramic floor tile	Similar to dispatcher's office
Ceiling Finish	Plaster and paint gypsum board	White color. Provide access hatch for easy maintenance.
Door Hardware	Locksets and Hinges	No lock required. High-frequency hinges shall be utilized.
Electrical	Power Outlets	Provide required power outlets for 1 electric stove, electric oven, dishwasher, refrigerator, exhaust hood, and 6 additional 220 V outlets over the countertop.
Electrical	Lighting	Similar to dispatcher's office
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Specialty	Dishwasher, refrigerator not included in this contract.	Not included in the contract. Only preinstallation (electric power, water and drainage connection)
Specialty	Countertop	Provide artificial stone countertop with double thickness rounded edges. Color and pattern to be selected by the user. For estimating purposes, the Contractor shall estimate 6 linear meters of artificial stone countertop. 6 linear meters can be replaced with minimum 6 m ² of countertop if different technical alternative is chosen as in one of the pictures in the next page.
Specialty	Hood / Ventilation	Provide electric kitchen hood with forced ventilation, operated by a switch. Route exhaust air to the outside of the building. Provide stainless steel equipment with washable interior of the air ducts.
Specialty	Kitchen furniture	Provide full kitchen cabinetry, with PVC finish, including cabinets, drawers, double stainless steel sink with drying area and faucet with hot and cold water, shelves, etc, to provide a fully operational kitchen. Leave proper spaces for installation of refrigerator and dishwasher (not included in this contract). For estimating purposes the Contractor shall estimate 5 m³ of kitchen furniture under the countertop and wall mounted around the room.
Specialty	Electric stove	Provide gas kitchen stove with 4 burners under the kitchen hood.
Specialty	Electric Oven	Provide electric oven.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide windows to the outside. Use commercial grade windows. Provide integral insect screen.



Typical examples of kitchens in US Fire Stations which can be used as examples of acceptable designs



Typical wall tiles with middle and top decorative friso



Typical countertop of artificial stone with widened edges. Typical kitchen furniture. Typical sink



Typical kitchen hood of stainless steel.



Typical countertop of artificial stone with widened edges. Typical kitchen furniture. Typical wall friso

3.8.10 Conference Room / Classroom

Title	Description	Remarks
Wall	PVC or Wood wall protection Plaster and paint	Provide PVC wall protection of 20 cm at 90 cm height after plastering and painting the walls. Color and patterns of walls and protection to be selected by the beneficiary among ample selection provided by the Contractor. Provide wall base in coordination with ceramic tiles for the floor.
Floor Finish	Ceramic tiles	Similar to dispatcher's office
Ceiling Finish	Drop ceiling	Similar to dispatcher's office
Electrical	Power Outlets	Provide ten 220 V outlets.
Electrical	Lighting	Similar to dispatcher's office
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Specialty	Blackboard	Provide one plasticized type white blackboard for presentations. Provide with 10 markers. Provide with minimum 4 m ² surface, folding type blackboard.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide windows to the outside. Use commercial grade windows. Use operable shutter.

3.8.11 Bedrooms

Title	Description	Remarks
Wall	PVC wall protection Plaster and paint	Provide wall protection of 20 cm at 90 cm height after plastering and painting the walls. Color and patterns of walls and protection to be selected by the beneficiary among ample selection provided by the Contractor. Provide wall base in coordination with ceramic tiles for the floor.
Floor Finish	Ceramic tiles	Similar to dispatcher's office
Ceiling Finish	Drop ceiling	Similar to dispatcher's office
Electrical	Power Outlets	Provide twenty 220 V outlets distributed among the 3 bedrooms. Location to be indicated by the representative of the Fire and Rescue Station.
Electrical	Lighting	Similar to dispatcher's office
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Specialty	Communication	Provide alarm system from the dispatching room.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide windows to the outside. Use commercial grade windows. Use operable shutter. Provide integral insect screen.

3.8.12 Bathrooms in second floor

Title	Description	Remarks
Number / Size	Design of bathrooms	There shall be 3 different bathroom areas in the living areas: for the fire chief, for the male and for the female areas. The conceptual design in this document does not include layout or location of these facilities. These areas shall be designed as recommended by the architect hired by the Contractor and as necessary to meet the requirements of Moldovan regulations for the proposed usage of this building with the number of users specified in this document.
Wall	Ceramic wall tile	Colors and patterns to be selected by user. Provide ceramic tiles from the floor to the ceiling with decorative friso on the middle and top. Minimum size of tiles 20x30 cm.
Floor Finish	Ceramic floor tile	Similar to dispatcher's office. Provide floor drains in all bathrooms.
Ceiling Finish	Suspended ceiling	Humidity resistant (rated for humid atmospheres)
Door Hardware	Locksets and Hinges	As recommended by the manufacturer for bathroom use. High-frequency hinges shall be utilized.
Electrical	Power Outlets	Provide one 220 V outlet for each sink. Protect from humid areas. Provide all circuits in this area with most sensitive differential protection as required by Moldova or European electric Code.
Electrical	Lighting	LED lighting. Provide additional lighting circuits over each mirror. Provide lighting fixtures rated for humid atmospheres.
Electrical	Conduits	All conduits to be recessed within the masonry work. No conduits to be exposed.
Specialty	Ventilation	Provide forced ventilation operated by electric switch. Route exhaust air to the exterior of the building.
Specialty	Sinks	Provide sinks recessed on artificial stone countertop (in male and female bathrooms). Sinks shall not have any contact with the floor.
Plumbing fixtures	Ceramic	The use of plastic plumbing appliances, such as water tanks, is not authorized.
Specialty	Hand drier	Provide hard wired stainless steel hand drier with automatic control. Total of 5 units.
Heating	Hot water aluminum radiators	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide small window to the outside (if applicable). Provide opaque glazing. Use commercial grade windows. Provide integral insect screen.
Floor drain	Floor drain	Provide all floors sloped towards new floor drains. For final inspection and acceptance a bucket of water will be poured in each bathroom and after 5 minutes there shall be no accumulated water in any area of the floor.
Water	Hot/Cold	Provide hot water to sinks and showers.
Specific Requirements	For the men's bathroom (number of appliances as calculated by the Contractor's architect)	<ul style="list-style-type: none"> - Sinks over continuous artificial stone countertop. The use of wood is not authorized. - Showers, (shower plates are not authorized – see pictures for explanation) - European style toilet enclosed by premanufactured toilet partitions with minimum contact with the floor for easy cleaning - Mirror over the sinks, recessed on the new tiled walls (mirror substitutes the ceramic tiles) - Urinals, separated by wall mounted partitions in coordination with the partitions for the toilets.
Specific Requirements	For the women's bathroom (number of appliances as calculated by the Contractor's architect)	<ul style="list-style-type: none"> - Sinks over continuous artificial stone countertop as in men's bathroom. - Showers, as in men's bathroom. - European style toilet as in men's bathroom. - Mirror over the sinks, as in men's bathroom - Bidets, installed as recommended by the Contractor's architect
Specific Requirements	For the fire chief bathroom (number of appliances as calculated by the Contractor's architect)	<ul style="list-style-type: none"> - One wall mounted sink without pedestal - One European Style toilet - One aluminum shower cabin - One mirror recessed on the ceramic wall tiles



Typical automatic hand drier



Typical aluminum toilet partition



Typical countertop of artificial stone for toilet



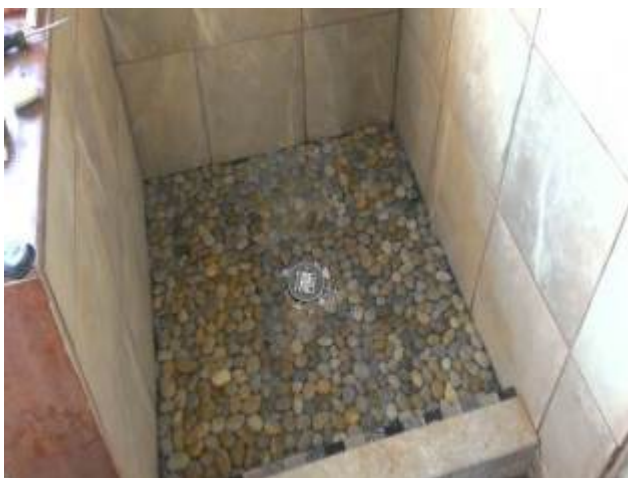
Typical required level of quality for the toilet ceramic tiles on the wall. Provide stainless steel or aluminum corner protection. The use of plastic corner guards is not authorized.



Typical countertop of artificial stone for toilet



Typical pebble flooring for shower



Typical pebble flooring for shower



Typical flooring for shower



Typical shower installation. The use of shower plates is not authorized, but only special pebble flooring with membrane



Typical premanufactured pebble flooring before grouting

3.8.13 Mechanical Room:

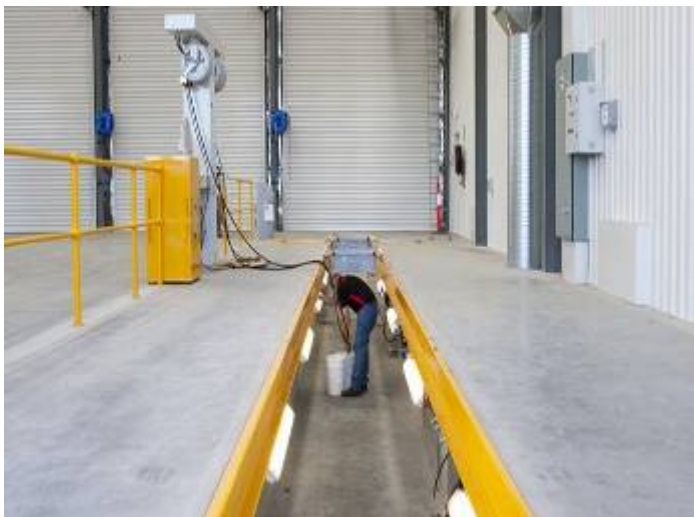
Title	Description	Remarks
Size / Number	Design size	The design team hired by the Contractor shall design this room with the necessary size for its intended use. The room shall have a gas fuel boiler and its accessories, the accessories for the solar heating for domestic hot water, the air compressor and all the accessories of these pieces of equipment, plus other that may be required in order to have a perfectly operational Fire and Rescue Station. The design team may decide to separate this area into two separate rooms, with independent access from the outside, one room for heating and the other room for the rest of the installations.
Wall	Plaster and paint	White
Floor Finish	Concrete	Exposed concrete sloped towards floor drain or to the exterior of the building.
Ceiling Finish	Plaster and paint	White color.
Door	Galvanized metal door with louvers for ventilation	Factory manufactured door with ample louvers for ventilation. Paint finish.
Door Hardware	Locksets and Hinges	Provide lockable door.
Electrical	Power Outlets	Provide 4 protected 220V outlets for use in outdoor locations.
Electrical	Lighting	Fluorescent lighting allowed in this area. Provide 1 lighting circuits to provide 200-300 lux.
Electrical	Conduits	Exposed metal conduits or recessed.
Heating	Heating	Radiators not required in these rooms. Boiler to be installed in this area.
Windows	Window	If required by the designer, provide aluminum framed windows. Window not recommended.

3.8.14 Truck Bays

Title	Description	Remarks
Design	No columns	There shall be no columns or walls separating 2 contiguous truck bays.
Wall	Ceramic tiles, plaster and paint above	Color to be determined by representative of the Fire and Rescue Station. Provide lower 1.2 meters with ceramic tiles.
Floor Finish	Epoxy treated concrete	Floor to be designed to be used by heavy vehicles and to be resistant to oil and other chemical products that could be used in a Fire and Rescue Station. Provide heavy duty heavy traffic epoxy product to cover the flooring surfaces. Floors to be sloped towards the drainage channel outside of the facility.
Floor drainage	Drainage channel	Provide a drainage channel immediately alongside the floor under the exterior doors. Drainage of the channels to be routed as recommended by the Contractor's design.
Ceiling Finish	Design of the ceiling	Ceiling shall be designed by the Contractor's design team. Minimum available height from floor to ceiling shall be 5.5 meters. Ceiling shall be provided with finishes to allow for easy cleaning. Thermal insulation is provided by the sandwich panels. It is estimated an exposed metal structure ceiling finish.
Door	Emergency door	Provide emergency door if required by the design to the side of the building.
Windows	For natural lighting	Provide the necessary windows for natural lighting of the truck bay areas. Provide similar windows are the ones required for the other areas of the building.
Specialty	Bollards	Provide protection bollards at the entrance of the trucks filled with concrete. Paint with yellow and black stripes.
Electrical	Power Outlets	Provide 2 220V outlets rated for exterior use in each truck bay.
Water	Industrial water connection	Provide one industrial type water connection to fill the fire trucks and to wash the vehicles. Coordinate with beneficiary for the required type of connection. Minimum one per truck bay.
Specialty	Truck Maintenance Pit	Design and build one truck maintenance pit to be able to access the bottom of the truck without the need to use jacks. Cover the wall of the truck maintenance pit with oil resistant products, similar to the treatment of the floor of the truck bay. Provide lighting in the truck maintenance pit in order to be able to repair the trucks at night. Provide 600 lux minimum illumination level. Provide lighting equipment resistant to fuels (explosion proof).
Electrical	Lighting	Provide industrial type lighting for the truck Bay. Provide fluorescent lighting or LED technology lighting equipment. Provide one circuit with individual switch for each truck bay.
Electrical	Conduits	Recessed on the walls and ceiling so that they are not exposed to the view. Any other electrical conduit that may have to be installed on the walls shall be installed over METAL conduit. The use of PVC is not authorized.
Heating	Heating	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Specialty	Shelf for drying hoses	Provide a metal inclined shelf above the heating radiators alongside the back wall, to be used to dry the fire hoses.
Specialty	Shower / Eyewash	Provide one stainless steel eyewash and shower station
Specialty	Stairway	Provide metal stairway with minimum width 1.2 meters to access the second floor.
Open Storage	Storage over rooms.	As shown in the sketches, the areas over some rooms, shall be provided with an accessible ceiling to be used as general open storage separated by metal railings. The floor shall be treated concrete as in the truck bay and it shall be provided with heavy duty painted metal railing to avoid falls. Nothing else is required in this area, except individual lighting, similar to the rest of the open truck bay. These areas shall be accessed by industrial type metal stairways as indicated in the sketches. Provide window to be able to see the truck bay for washing the vehicles from the elevated open storage.



Typical roll up doors for truck bays. See protection bollards.



Typical maintenance pit. Provide with very high illumination level (explosion proof equipment)



Typical maintenance pit. Provide with very high illumination level (explosion proof equipment)



Special shelf for drying hoses in the new FRS built be NAVFAC in Soroca



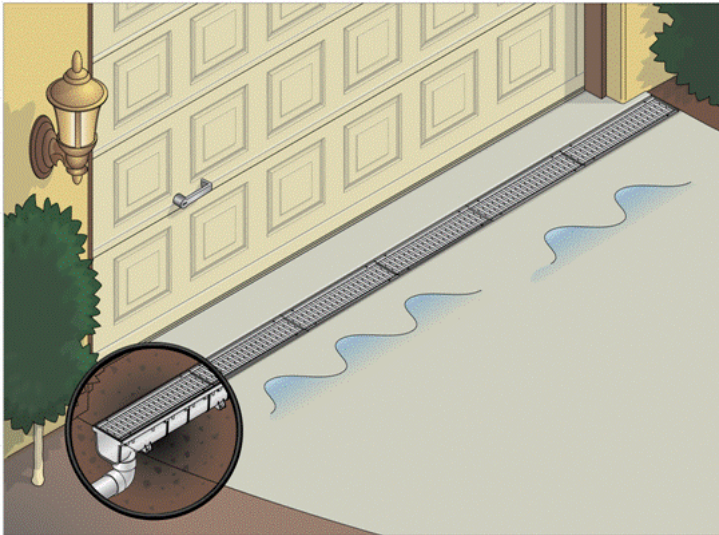
Truck Bay in Cimislia FRS



Typical eyewash and shower station



Typical drainage channel required at the pavement outside the truck bays



Typical drainage channel required at the pavement outside the truck bays



Typical drainage channel required at the pavement outside the truck bays

3.8.15 Mechanical Shop to Maintain the Trucks

Title	Description	Remarks
Size	Design size	The design team hired by the Contractor shall design this room with the necessary size for its intended use.
Wall	Plaster and paint	White. Provide wall base in coordination with the new ceramic floor tiles.
Floor Finish	Epoxy treated concrete	Non slippery and green color.
Ceiling Finish	Plaster and paint	White color.
Door	Wide door.	Minimum opening 1.2 meters wide, to allow large pieces of equipment to enter the room. Factory manufactured door with ample louvers for ventilation.
Door Hardware	Locksets and Hinges	Provide lockable door.
Electrical	Power Outlets	Provide 6 protected 220V outlets for use in outdoor locations.
Specialty	Compressed air	Provide one quick coupling connector with hose from the central compressed air system
Electrical	Lighting	LED. Provide 2 lighting switches. Provide with low and high illumination level. High illumination level shall be 600 lux.
Electrical	Conduits	Recessed on the walls and ceiling so that they are not exposed to the view.
Heating	Heating	To provide a minimum temperature of 22 degrees Celsius in design winter conditions.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide window to the outside (if applicable). Provide opaque glazing. Use commercial grade windows. Provide integral insect screen.
Windows	Security bars	Provide with solid steel security bars, of minimum size 20x20. Maximum separation between bars shall be 12 cm.

3.8.16 Secured Storage

Title	Description	Remarks
Size / Number	Design size and number	The design team hired by the Contractor shall design these spaces with the necessary size for its intended use. Minimum of 3 separate rooms are required.
Wall	Plaster and paint	White
Floor Finish	Ceramic tile	Non slippery
Ceiling Finish	Plaster and paint	White color.
Door	Security metal door.	Do not use residential type security door, but use industrial type security doors.
Door Hardware	Locksets and Hinges	Provide lockable security door.
Electrical	Power Outlets	Provide one 220V outlets for each storage room
Specialty	Shelves	Provide 2 m ³ of heavy duty metal shelves in each room, or a total of 6 m ² of heavy duty shelves for all rooms. Anchor the shelves to the walls.
Electrical	Conduits	Recessed on the walls and ceiling so that they are not exposed to the view.
Heating	Heating	Provide in one storage room. Do not provide in the rest.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide window to the outside (if applicable). Provide opaque glazing. Use commercial grade windows.
Windows	Security bars	Provide with solid steel security bars, of minimum size 20x20. Maximum separation between bars shall be 12 cm.



Typical industrial metal shelves required for all storage rooms

3.8.17 Laundry Room

Provide one room with 1 washing machine and 1 dryer, as well as with preinstallation for an additional washing machine and one additional dryer. In addition, provide large sinks for washing by hand. The Contractor shall provide:

- **Automatic Washing Machine:** Provide 1 automatic washing machine (minimum 9 kg capacity), bolted to the floor or wall, so that it cannot be moved to another location. Provide with enclosure of stainless steel. Provide A++ energy efficient rated/certified or better. Washing machine shall be installed with water and drainage connection recessed within the walls, similarly to the rest of internal installations.
- **New Automatic Dryer:** Provide 1 automatic dryer (minimum 9 kg capacity), bolted to the floor or wall, so that it cannot be moved to another location.
- **Preinstallation:** Provide water, drainage and electrical preinstallation for the future installation of one additional washing machine and one additional dryer.



Washer and dryers (stainless steel to be bolted to the building structure)



Typical industrial sink for laundry



Typical industrial sink for laundry

3.8.18 Other rooms in Industrial area: Storage, or Repair Shop (washing machines), locker room and showers

The architect hired by the Contractor shall design the layout of the remaining areas of the Industrial Area as required by the Moldovan regulations, with the surface limit of this contract. In particular, there shall be one area specifically designed for air breathing apparatus which will require special sinks and shelves, another area with lockers for changing and showering, or another area to install washing machines for the fire fighters. The Contractor's architect shall place all required areas in the available space.

Title	Description	Remarks
Size	Design size	As recommended by the architect hired by the Contractor.
Wall	Plaster and paint	As recommended by the architect hired by the Contractor following the guidelines of the requirements of all previous rooms.
Floor Finish	Epoxy treated concrete	Sloped towards a floor drain where needed
Ceiling Finish	Plaster and paint	White color.
Door Hardware	Locksets and Hinges	Provide lockable doors.
Electrical	Power Outlets	Provide 2 protected 220V outlets for use in outdoor locations in each room
Specialty	Shelves	Provide shelves in all rooms to be used for storage, including the air breathing apparatus room
Specialty	Industrial sinks	Provide as required by Moldovan regulations for air breathing apparatus room
Specialty	Lockers	Provide metal lockers in locker room. Minimum of 14 metal lockers.
Windows	5 chambered PCV double glazing windows (6-16-6)	Provide window to the outside (if applicable). Provide opaque glazing. Use commercial grade windows. Provide integral insect screen.



Typical required metal lockers

3.9 Exterior Works

The works in this contract include some works outside the perimeter of the new building as explained in this document. The contract includes the new facility and its integration into the surrounding areas, with adequate transition between new and existing surfaces and installations. In summary, the Base-Bid includes the minimum developments and paving and restoring and sloping and benching and grading as those necessary to have an operational fire and rescue station, with safe and fast access for the fire trucks to Chisinau Street and for parking 15 personally owned vehicles (cars) within the plot of land.

Some of these works include items such as:

- Heavy traffic pavement to connect the truck bays with Chisinau Street ($\geq 300 \text{ m}^2$)
- Light traffic pavement for personally owned vehicles and 15 parking spots ($\geq 300 \text{ m}^2$)
- Sidewalks around the building
- Canopies over each pedestrian entrance to be building
- Development of the plot of land within 6 meters of the new building (or 400 m^2)
- Restoring all exterior surfaces altered by the installation of the new required underground utility lines.
- Planting new trees in the areas (because it is estimated that the Contractor shall have to direct the removal of several trees interfering with the new construction)

However, the main element to be considered for the design of the exterior works is the slope of the plot of land. The Contractor shall include retaining walls in the design to account for the difference in elevation and steps, similar to the existing ones.

3.9.1 Sidewalks around the building

The building shall be surrounded by a concrete sidewalk of minimum thickness 1 meter.

It is necessary to have a firm and sound concrete sidewalk around the building, in order to provide a perfect finish and seal of the new thermal façade system at the lowest section in case this thermal insulation solution is chosen by the Contractor. It is also necessary to have a sidewalk to divert surface water away from the building, to minimize water infiltration into the building.

The Contractor needs to design the new required sidewalks. The Contractor shall provide a concrete sidewalk with the following characteristics:

- Minimum 1 meter wide reinforced concrete sidewalk around the perimeter.
- Excavate and remove existing materials to a minimum depth of 30 cm. Compact subgrade and fill with crushed well graded aggregate compacted to 98% prior to new reinforced concrete sidewalk.
- Concrete sidewalk shall be 12 cm thickness
- With minimum of 2% slope away from the building façade.
- Provided with proper expansion and construction joints to avoid cracking of the concrete.
- Finished surface of the sidewalks shall be minimum 8 cm higher than surrounding grade elevation for adequate drainage.
- Finished surface of the sidewalk shall be exposed concrete. Tiles are not required.



Recently installed sidewalk in one NAVFAC contract



Concrete sidewalk after pouring concrete.

3.9.2 Canopies

All pedestrian entrances to the building (except for the pedestrian door in one of the truck bay doors) shall be protected from rain and inclement weather by canopies. The number of pedestrian doors to the building shall be determined by the Contractor's architect depending on the number of doors, but as a minimum it is estimated that there shall be 4:

These canopies shall be provided with gutters and downspouts to avoid people getting wet when using these doors during rain. Minimum covered area per door shall be 4 m², except the main entrance door that shall be 20 m². The location of gutters and downspouts will depend on the design of the canopies.

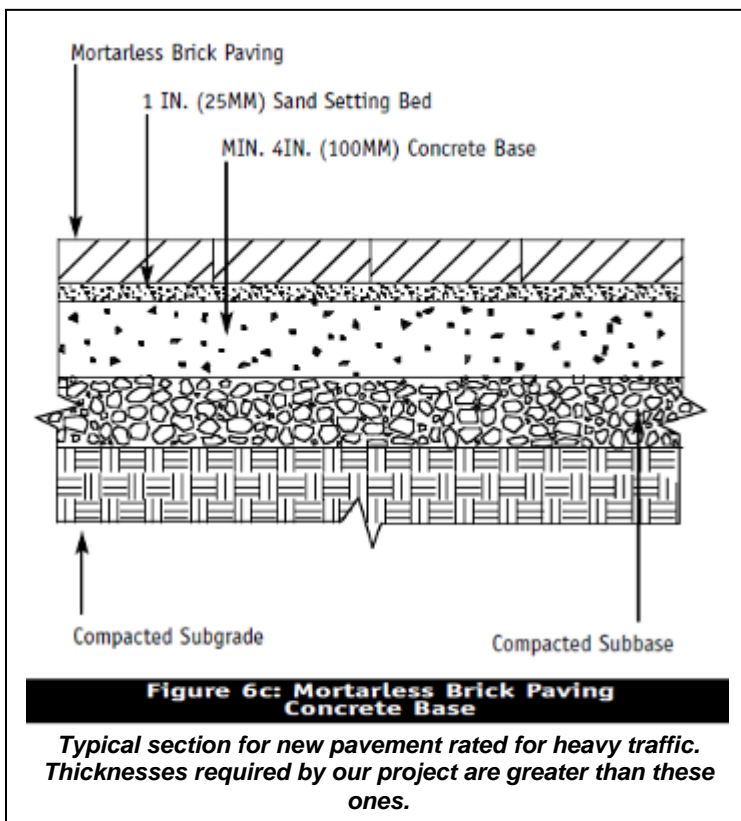


Definition of door canopy

3.9.3 Pavement to Connect the Truck Bays with main street (minimum 300 m²)

New pavement shall be rated for heavy traffic.

- Removal of all existing pavement and top soils in areas under the scope of work
- Excavation and or backfilling to allow for proper subbase of the new pavement at the new slopes to be determined by the architect hired by the Contractor.
- Compacting subgrade (existing soils after excavations)
- Providing minimum 20 cm of compacted subbase
- Providing minimum 20 cm reinforced concrete slab
- Providing 2.5 cm of sand bedding
- Providing interlock bricks of minimum thickness of 8 cm, designed, rated and certified to be used for heavy traffic pavement. Provide in combination of 2 colors.

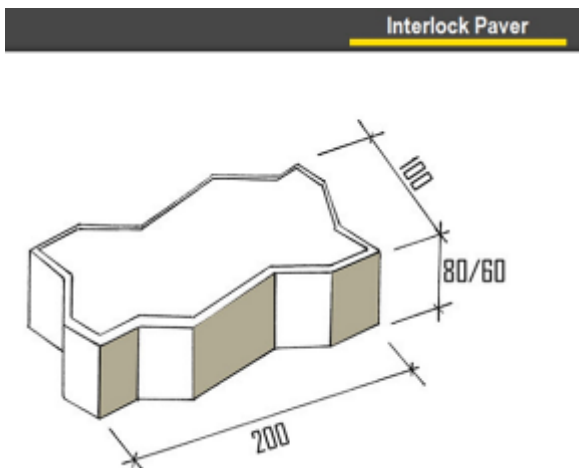




Typical installation of interlock bricks



Typical required pavement with interlock bricks in combination of 2 colors. Picture from NAVFAC project completed in Romania.



Picture#160: Typical size for interlock bricks



Picture#161: Standard colors for interlock bricks.



Typical required pavement with interlock bricks in combination of 2 colors. Picture from NAVFAC project completed in Balti (Moldova).



Typical required pavement with interlock bricks in combination of 2 colors. Picture from NAVFAC project completed in Balti (Moldova).

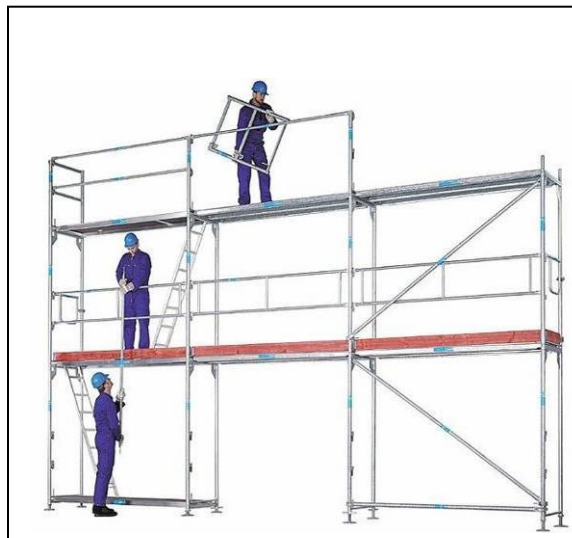
3.9.4 Elevated working platforms and scaffolding

In order to work at heights (roof, facade, ceilings,...), the Contractor will be required to install and use scaffolding and/or elevated working platforms.

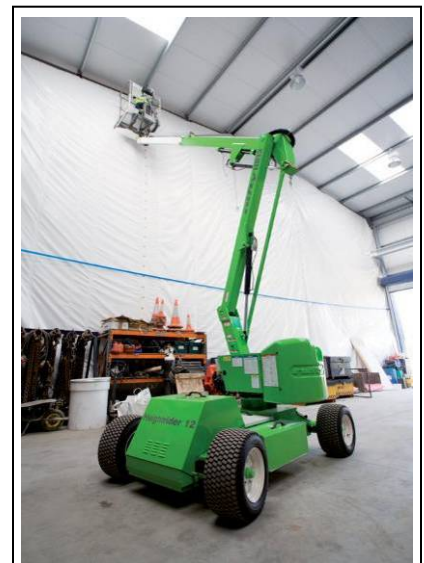
Despite the scaffolds that may be authorized by Moldova regulations, the Contractor is only authorized to utilize European Standard scaffolds similar to the ones shown in pictures below. These scaffolds shall be installed and used in accordance with manufacturer's recommendations. In case the Contractor needs to access the façade at any particular point without the need to install scaffolds, the Contractor shall use a CE certified self-propelled man-lift, similar to the one shown in picture below. The use of other type of scaffolds, other non CE certified man-lifts, or any type of ladders for façade or roof work, IS NOT AUTHORIZED.



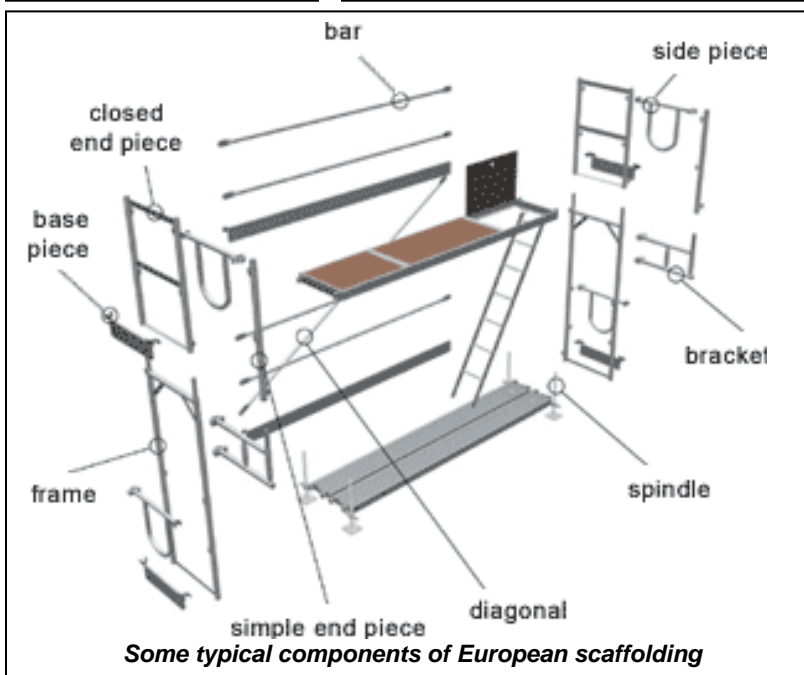
Required type of scaffold



Required type of scaffold



Acceptable man-lift



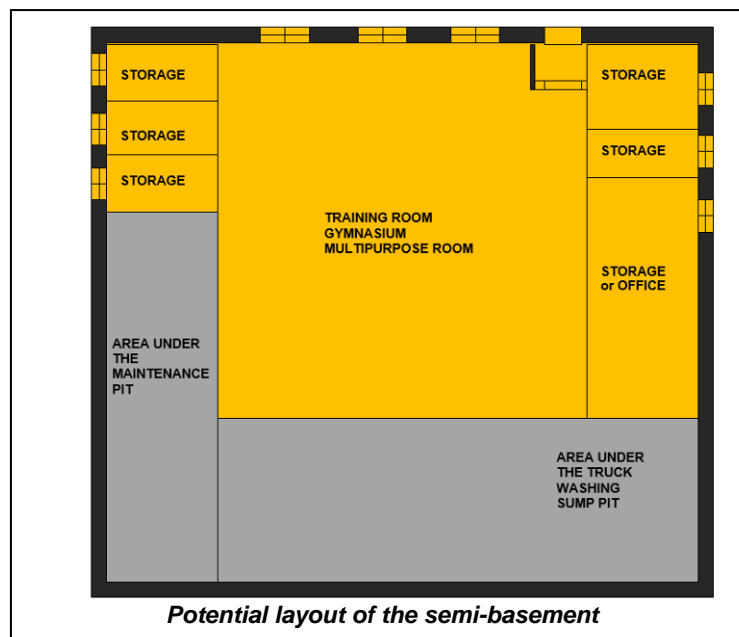
Some typical components of European scaffolding

4. CONTRACT OPTION-1: FULLY OPERATIONAL SEMI-BASEMENT

Paragraph 3 and all its subparagraphs describe the scope of work for the Base-Bid. The Base-Bid is the minimum part of the project that will be awarded to the successful offeror. Paragraph 4 describes the scope of work of Contract Option-1. This contract option-1 describes additional elements and work that will be awarded, or not awarded, depending upon availability of funds as well as other factors to be unilaterally considered by the US Government. The US Government reserves the unilateral right to award this contract option. The Contractor shall provide separate pricing for Contract Option-1, as described in the Request for Proposal (RFP) documents.

In summary, Contract Option-1 includes the necessary additional works to make the semi-basement fully operational with similar finishes as the typical office space in the Administrative area of the building. If this Contract Option-1 is awarded, the semi-basement could be used as a multipurpose room, gymnasium or conference room, with some small areas to be used as storage or offices. In summary:

- The minimum 300 m² of usable area (measured from internal wall to internal wall) provided in the Base-Bid, to be provided with office type finishes.
- Distribution:
 - Double door entrance system for energy savings
 - 6 smaller rooms to be used a storage or small offices
- With same porcelain stoneware tiles as the ones specified for the administrative areas
- With suspended acoustic ceiling as the ones specified for the administrative areas to cover all utility lines to the maximum extent technically possible.
- With electrical installation as the one specified for the administrative areas, including communication, fire alarm, receptacles, illumination and everything necessary to have fully usable and operational areas as required by Moldovan regulations and as described and required by the Base-Bid for the Administrative areas.
- Provide heat and ventilation as specified for the administrative areas



5. CONTRACT OPTION-2: COMPLETE DEVELOPMENT OF THE PLOT OF LAND

Paragraph 3 and all its subparagraphs describe the scope of work for the Base-Bid. The Base-Bid is the minimum part of the project that will be awarded to the successful offeror. Paragraph 4 describes the scope of work of Contract Option-1 and this paragraph 5 describes the work included in the Contract Option-2.

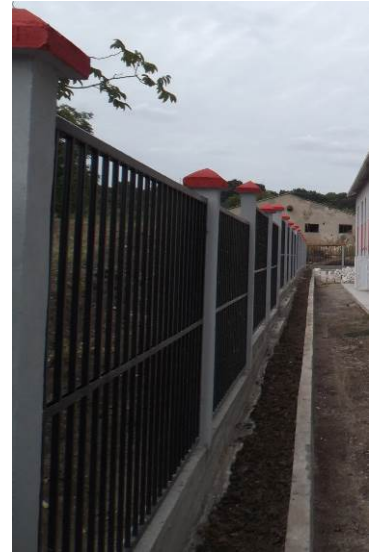
This contract option-2 describes additional elements and work that will be awarded, or not awarded, depending upon availability of funds as well as other factors to be unilaterally considered by the US Government. The US Government reserves the unilateral right to award this contract option. The Contractor shall provide separate pricing for Contract Option-2, as described in the Request for Proposal (RFP) documents.

In summary, Contract Option-2 includes the necessary additional works to provide a fully developed plot of land with approximately 2,500 m².

The Base-Bid provides the minimum requirements to have an operational fire and rescue station, including some exterior works. If this contract option is awarded, the Contractor shall increase the amount of areas to be paved, and will provide other additional elements as described herein:

In summary, the Contractor shall estimate the following general numbers:

- Increase light vehicle paving from 300 m² to 500 m²
- Increase heavy vehicle paving from 300 m² to 500 m²
- Provide new fence around plot of land. Total 196 linear meters. (50% metal and 50% solid concrete prefabricated panels). The contract includes demolition and removal of all existing fences and gates, including metal and solid masonry walls.
- Provide new entrance gate for vehicles and 2 gates for pedestrians.
- Perimeter fence for the plot of land and new entrance gate
- Complete development of all areas in the plot of land of 2,500 m² and not included in any of the previous items. This would be 2,500 m² (plot of land) - 660 m² (built area) – 120 m² (sidewalks) – 500 m² (heavy traffic pavement) – 500 m² (light traffic pavement) = 720 m²



Potential typical fences to be built with the requirements specified in the corresponding paragraph

**Metal fence above
Solid concrete panels below**



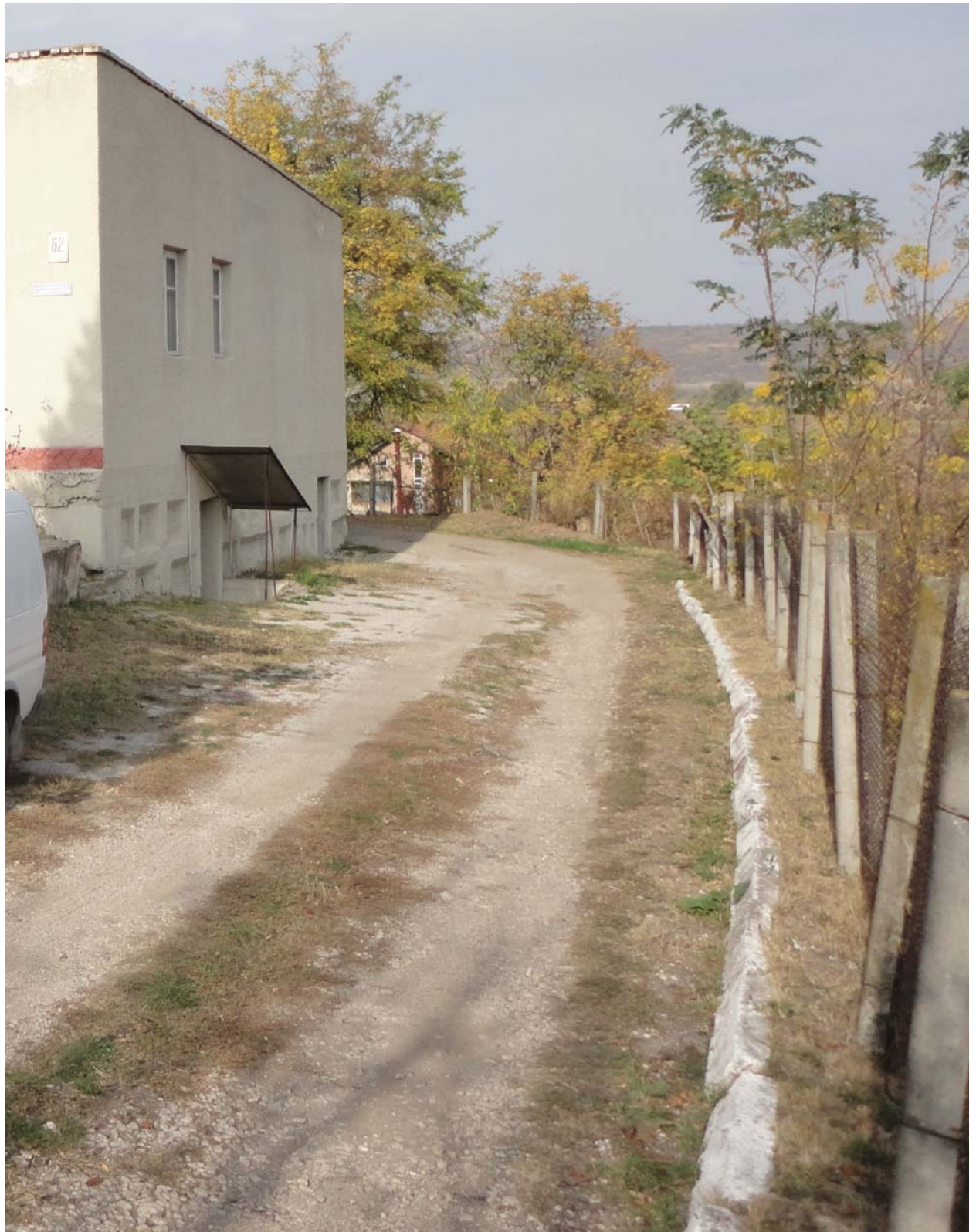
Existing solid masonry fence to be replaced with new fence. All exterior surfaces to be removed and redone as part of the new general design for the complete development of the entire plot of land



Backside fences to be replaced with new and toilet to be removed



Existing toilet to be removed and sump pit to be cleaned/filled in compliance with Moldovan regulations. Solid masonry fence to be replaced with new fences.



Area proposed for new light vehicle fence to access the back side planned parking areas. All fences to be replaced by new metal or solid concrete panel fences.

6. ADDITIONAL REQUIREMENTS

The work shall meet all requirements of this Request For Proposal (RFP) package. Drawings to be as required in this RFP and with sufficient detail to communicate the design to the US Government, Moldova authorities, final beneficiary, Contractor's staff and sub-Contractors. Material selection, specifications and installation to be as described in these technical specifications and in strict compliance with Moldova regulations. The Performance Technical Specification (PTS) are a guideline for the design package. If an item in the project design is included in these technical specifications, the requirements of the PTS and applicable local codes shall govern. If an item in the project design is NOT included in the ESR/PTS, the requirements of applicable local codes shall govern.

Provide the Final work as a complete and usable facility including technical details, items of work, permits or fees that are not explicitly described in this RFP, but which are necessary to provide a fully operational and finished Fire and Rescue Station shall be considered part of this contract.

The beneficiary (Department of Emergency Situations) will participate in the development of the design and construction, and their expertise and deep knowledge of the requirements shall be considered during the design stage. However, they shall be limited by the requirements of these technical specifications. The beneficiary is not authorized to change or modify the terms of this document and if they try to impose additional requirements, the Contractor shall immediately notify the Contracting Officer Representative.

The Monitoring Entity shall participate, review and approve the design. They shall take responsibility over the design documents. Nevertheless, the Monitoring Entity shall not have any authority to add, delete or modify work in this project, and shall only provide their recommendations to guarantee strict compliance with applicable regulations on Moldova. If they recommend a different and more expensive technical alternative to some technical alternative outlined in this document, but the one provided in this document does not violate Moldova regulations, the Contractor only has a contractual obligation to follow the technical alternative outlined in this document.

6.1 Commemorative Plaque

The Contractor shall provide and install 1 commemorative plaque at the main entrance of the Fire and Rescue Station. The plaque shall have the following information engraved on it:

- Colored Flag of Moldova
- Colored Flag of the United States of America
- EUCOM logo
- This text: “The construction of this Fire and Rescue Station in Ungheni was made possible through a donation from the people of the United States of America to the People of Moldova with the support of the Office of Defense Cooperation and US Embassy in Moldova – Date”
- Same text as above in Moldovan.
- Minimum thickness 8 millimeters
- Minimum dimensions 75 centimeters wide by 50 centimeters high.
- Resistant to outdoor weather and UV radiation.
- Plaque to be manufactured by specialized company.
- Before purchasing the plaque, the Contractor shall submit the design to the Contracting Officer for approval.



7. ADMINISTRATIVE REQUIREMENTS

7.1 TAXATION

This Contract is subject to **Moldovan Government Decision No. 246 of 08.04.2010, the *Application of the Zero Rate of VAT on the Supply of Goods and Services*** in the country and providing tax and customs exemptions for ongoing projects of technical and investment assistance covered under the international treaties to which the Republic of Moldova is part.

As such, the **US Government will not pay VAT or other Taxes on any invoices related to this Contract**. The Contractor is required to coordinate with the US Embassy and with competent Moldova authorities in order to implement procedures required by the Moldovan Government to obtain VAT TAX EXEMPTION that applies to this contract as detailed and specified in the referenced Moldovan regulations.

Contractor shall begin application process for tax exemption within seven (7) days after award of this contract. Contractor is required to make all necessary coordination and to allow for time for approval of the VAT Tax Exception. Three (3) months to five (5) months are estimated to process required documentation after its submission until the name of the Prime Contractor is published on the official Moldovan Government publication "*Monitorul Oficial*".

The Contractor should have the tax exemption process finalized before they start actual construction works and before they contract for any service related with this contract.

It is the Contractor's responsibility to properly and adequately follow the requirements of Moldovan regulations in order to receive tax-free status for the Prime Contractor, subContractors and suppliers. Per existing legislation, the Moldovan Government will not register VAT exemption for subContractors or suppliers. The Contractor shall implement the proper procedures and comply with timelines required by Moldovan regulations.

Costs due to the Contractor's failure to obtain tax-free status shall be paid for by the Contractor.

7.2 CONSTRUCTION/DESIGN SCHEDULE & CONTRACTUAL MILESTONES

Perform all work within 700 calendar days after contract award. Provide a bar chart with a minimum of 50 activities. Indicate planned start and completion dates for design and construction.

In addition to the contractual requirement to complete all construction works within the 700 calendar days after award of the contract, the Contractor shall comply with the following required milestones. Failure to comply with these milestones will be objective basis for invoice retention or further contractual action by the Contracting Officer.

Tax exemption information:	Coordinate with the US Embassy representative within 14 days after contract award date
Construction sign	Install within 45 days after contract award. Text and design to be approved by US Embassy in Chisinau.
Construction/Design Schedule	Submit within 45 days after contract award date
Accident Prevention Plan and Quality Control Plan	Submit within 45 days after contract award date.
Conceptual Design	Submit within 90 days after contract award date
Final inspection notification	The Contractor shall notify the Contracting Officer with a minimum of 60 calendar days prior to the requested official final inspection of the works.
Warranty:	As required by Moldovan regulations, with minimum of 1 year for all the works except any roof work which shall be 10 years. Warranty starts the day after all works are accepted by the Contracting Officer.

7.3 Start of Construction

The Project Manager (PM) or Contracting Officer Representative shall authorize the start of construction.

This authorization to start will not be given until the Contractor:

- Provides written evidence that they comply with all legal requirements in Moldova in order to perform the works described in these PTS.
- Provides copy of the required permits or authorizations from the competent Moldovan authority authorizing the execution of the works
- Provides technical information and technical projects for the designs, including proposed materials and equipment to be used for the project. Only materials and equipment previously accepted by the Contracting Officer Representative shall be brought to the site.

- The Contracting Officer Representative accepts their Accident Prevention Plan. See the guidelines for preparation of the APP attached to the solicitation package.
- The Contracting Officer Representative accepts their Quality Control Plan. See Annex 1.
- The Contracting Officer Representative accept their Construction Schedule
- Construction Sign is placed on site (see pertinent paragraph for the Construction Sign)

7.4 DESIGN REQUIREMENTS

The design phase has different phases, which will require the Contractor to provide, submit and process different documents, drawings, permits and/or calculations for approval or acceptance of all parties involved in the design process. The US Government representative shall not approve the design, but they shall “accept” the design. It is the Contractor’s designing team responsibility to “approve” the design once “accepted” by the US Government representative. The Contractor shall follow the required steps in Moldova for this type of design.

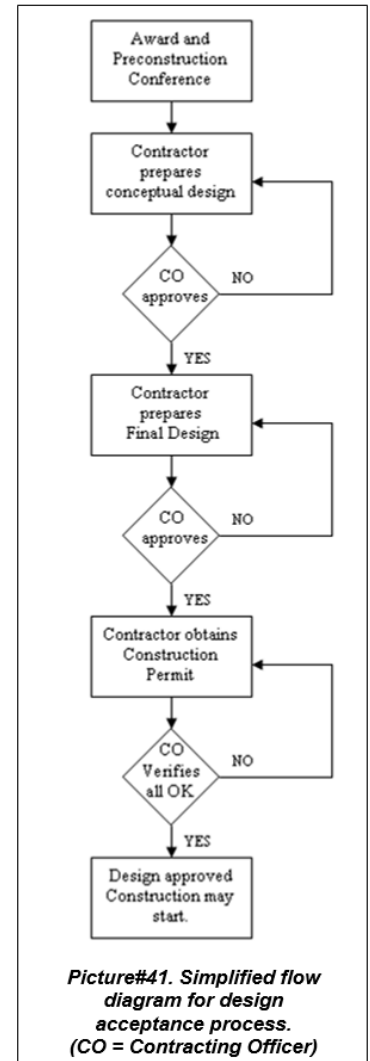
The Performance Technical Specification (PTS) are a guideline for the design package.

- If an item in the project design is included in the PTS, the requirements of the PTS and applicable local Moldovan and international codes shall govern.
- If an item in the project design is NOT included in the PTS, the requirements of applicable local Moldovan and international codes shall govern.

Provide the Final work as a complete and usable facility including technical details, items of work, permits or fees that are not explicitly described in this RFP, but which are necessary to provide a fully operational and finished facility shall be considered part of this contract. The Contractor shall hire the necessary and required licensed architects/engineers to prepare the necessary design in accordance with the scope of work of this contract, and with the technical and quality requirements described in this document.

The Contractor shall perform the work in strict compliance with the construction codes and regulations of Moldova. The Contractor shall provide a copy of a Construction Permit issued by the corresponding local authority, and those permits that are required for the utility connections. The Contractor shall prepare any required documentation and/or designs that will be required in order to obtain these permits. No work shall be executed until the corresponding construction permit is issued by the competent authority, and a copy provided to the COR.

For those items required by the Scope of Work, which are not specified herein, the Contractor shall follow the applicable Moldovan Codes and Regulations



7.4.1 Design-Build Procedures

A design-build contract means that the Contractor is responsible not only to perform the works described in this document, but to prepare all necessary designs and technical projects.

The Contractor shall be responsible, and it shall be part of their contract, to perform all works included in their designs. All designs shall include the items of work included in this document, as well as those items of work not included in this document, but required by Moldovan regulations in order to have perfectly operational and functional facilities.

This document includes conceptual sketches, which shall be used as part of the basis of design of this contract. However, it is the Contractor's responsibility as part of this contract to prepare the new conceptual designs, final design and full technical projects.

This contract includes the preparation of the required designs, technical projects, geotechnical reports, surveys, permits, certifications as well as any required coordination with local authorities. The contract also includes processing and paying for any potential fees that may be required in order to obtain the required Construction Permits.

For estimating purposes to design the foundation and structure of the facilities, the Contractor shall estimate that they will find the worst possible soil conditions in Ungheni.

The Contractor shall verify site conditions and to prepare all necessary inspections and reports before preparing the design and technical projects. The Contractor shall visit and inspect the work site prior to submission of their offer to the US Government. The Contractor may consult with the Moldovan Department of Emergency Situations representatives if any information of the site conditions is necessary, in coordination with the representative and Project Manager from the United States Office of Defense Cooperation in Chisinau: Mr. Trestianu dorin.trestianu2.fn@mail.mil, or Mr. Alexandr Cerchez alexandr.cerchez.ln@mail.mil who are also be responsible to coordinate the site visits.

Once the final design is prepared, it shall be accepted by the COR before the Contractor sends it to the local authorities to obtain the corresponding Construction Permit. The accepted final design will be incorporated into the contract.

- **Conceptual/Initial design (or 35% design):** The Contractor shall start with this phase immediately after contract award. The Contractor shall provide a conceptual, initial or 35% design showing the general layout of all work included in the contract, which shall include the minimum required spaces and some of their finishes and contents. The 35% design shall include the proposed materials and finishes, and it shall describe the proposed design in minimum detail to verify that the next phases of the design shall comply with the minimum requirements of this contract, including the Moldova regulations. The 35% Concept Design is intended to assure all lay-out requirements are clearly met before proceeding with the rest of the design. The Contractor designing team shall coordinate with the Moldovan Department of Emergency Situations representatives and the Monitoring Entity before submitting the 35% design to the US Government representative for acceptance. The US Government representative shall review the concept design submission for compliance to these Technical Requirements and to verify acceptance by the beneficiary and the local authorities, and with the RFP package. The Contracting Officer representative will provide written comments to the Contractor.

- **Final Certified Design:** Once the final design has been approved by local authorities, the Contractor shall submit a copy properly approved, signed and certified by the “Revision Entity” and by the architect and different engineers that may have participated in the design, as required by Moldova Code and regulations. The Final Certified design shall be provided to the US Government representative together with the formal authorization or construction permits from the competent local Moldova authorities. The design phase shall not be considered to be complete, and therefore payment for the design shall not be authorized, until the Contractor provides a copy of the required construction permits, authorizing the Contractor to perform all the works included and detailed in the design.

7.5 LEGAL AND ADMINISTRATIVE REQUIREMENTS

The Contractor shall be familiar with the laws, regulations, and codes governing the design and construction of facilities in Moldova. The Contractor shall also be familiar with requirements governing contracts with the United States Government.

7.5.1 Contract Compliance

The following is a representative list of requirements the Contractor shall comply with. United States Federal Acquisition Regulations.

- Contracting Requirement of the US Navy and US Naval Facilities Engineering Command (NAVFAC)
- Government of Moldovan Laws, Regulations and Codes
- Moldovan Ministry of Defense requirements related to operations and construction on their military sites
- United States Army Corps of Engineers Safety and Health Manual (EM 385-1-1)
- Administrative requirements detailed in this Contract
- Technical Requirements detailed in this Performance Technical Specification

7.5.2 Language

All communication and correspondence between the Contractor and the Government personnel shall be in English. It shall be the responsibility of the Contractor to prepare proposals, invoices, shop drawings and submittals, quality control reports, computations, and all correspondence pertaining to this contract, in the English language; but the Contractor may, for his own record purposes, prepare them in the local language. All correspondence to and from the Contracting Officer shall be in the English language. In case of dispute or claim, the English version will govern.

Immediately after award, the Contractor shall appoint an English speaking representative, with cellular phone and e-mail address. The Contracting Officer Representative reserves the unilateral right to disapprove this person if it is found that his English language capacity is not sufficient to perform the duties required for such position.

For the visits of the Contracting Officer, the PM or their authorized representative to the job site, the Contractor shall provide somebody capable of representing the construction company who can communicate in English language or the Contractor shall provide a translator to translate from English to local languages.

7.5.3 Responsibility for Fees

The Contractor shall be responsible for paying all fees required for successful completion of this project. This includes, but is not limited to:

- Fees required by the Government of Moldova
- Fees required by the local municipality
- Fees for the review and/or approval of design documents
- Fees for the application for construction approval
- Fees for the application of tax-free status
- Fees for disposal of waste or materials
- Fees for inspections
- Fees for utility connections

The United States Government shall not pay for any fees related to this contract.

7.5.4 Requirement for Third-Party Services

The Government of Moldova requires independent, Third-Party “Technical Expertise” review of all design and construction work. The Contractor shall obtain the services of an independent firm to conduct all reviews required by Moldovan laws and regulations. The Contractor shall include the costs for this service in their bid. The Contractor shall pay all costs associated with required Third-Party review.

Moldovan laws and regulations may not allow for the Contractor to be the Primary Party for the independent, Third-Party review. If that is the case, the Contractor shall assign a representative of the beneficiary with the Moldovan Ministry of Defense to be the Primary Client. In this case, the Contractor shall coordinate with the Contracting Officer Representative to approve the beneficiary as the Primary Client.

7.5.5 Coordination

All coordination with the beneficiary (Emergency Situations Department) shall be the responsibility of the Contractor. The Contracting Officer shall be notified of any disputes between agencies or approvals that will affect Contract duration or Contract Price.

All works shall be closely coordinated with the beneficiary (Moldovan Department of Emergency Situations).

7.5.6 Special Site Conditions

Confine all operations, equipment, apparatus and storage of materials, to the immediate area of work to the greatest possible extent. Contractor shall ascertain, observe and comply with all rules and regulations in effect on the project site, including, but not limited to parking and traffic regulations, use of walks, security restrictions or hours of allowable ingress and egress.

7.5.7 Responsibility for New Material

All materials delivered to the construction site shall remain in the ownership and responsibility of Contractor. Contractor will be responsible to safeguard the procession and condition of the material until US Government takes procession of the finalized project. Any materials or equipment stolen or disappeared from the job site before final acceptance is the responsibility of the Contractor.

Material that is not intended to become part of the project shall not be delivered, placed, retained nor stored on the project site.

7.5.8 Prohibited Items

Use of the following items in this construction project is prohibited:

- Use of aluminum for electrical conductors.
- Embedding aluminum conduit in concrete.
- Use of fluorescent light ballasts and other products containing PCB's.
- Use of incandescent lighting
- Use of urea-formaldehyde foam insulation products.
- Use of any paint/coatings having a lead content of over 0.06 percent by weight of non-volatile content. The use of ozone depleting chemicals is prohibited. The use of zinc-chromate is prohibited.
- The use of materials containing asbestos is prohibited.

7.6 OMISSIONS FROM SPECIFICATIONS

The Design and Construction of this project require compliance with all specifications detailed in the Contract and this Performance Technical Specification. The Contractor is responsible for all items of work necessary to provide a complete and usable facility. **This includes all work, regardless of whether it is contained in this Performance Technical Specification.**

The Contractor shall assume all costs related to any work necessary to provide a complete and usable facility, including any omissions from these specifications.

All technical details or items of work that are not explicitly described in this RFP, but which are necessary to provide a complete, usable and fully operational facility shall be considered a part of this contract.

7.7 PICTURES

The Contractor shall send weekly and representative digital pictures of their construction by e-mail once construction starts, showing construction progress. These pictures shall be used to monitor the Contractor's performance and to validate the progress monthly invoices. The US Government will not process payments unless the Contractor provides complete and verifiable evidence of the work performed.

Failure to provide updated pictures will impact the ability of the Contracting Officer to validate and therefore to pay for the invoices.

7.8 DELIVERABLES

The Contractor shall provide for acceptance to the COR, as a minimum the deliverables listed in the tables below. For all technical deliverables/submittals, the Contractor's quality control representative shall certify that each proposed product meets the technical requirements listed on this Performance Technical Specifications.

Administrative deliverables:

Conceptual Design
Prefinal design
Final design
Construction Permit
Accident Prevention Plan
Quality Control Plan
Schedule of Prices
Act of Acceptance
Warranty letter
List of spare parts and training
Final documents

Technical deliverables shall include:

Construction sign design	Fire Detection System	Hand driers
Porcelain floor tiles	Cables	Mirrors
Wall tiles	Eyewash/shower station	Toilet partitions
Wall tile metal edge protection	Radiators	Sinks
Metal ceiling panels	Hose rack	Faucets
Water tank	Heat pumps	Urinals
Electrical conduits	Windows	Water fountain
Electric panel	Window blinds	Roof access hatch
Light switches	Exterior doors	Toilets
Lighting fixtures	Interior Doors	Exterior solid pavement bricks
Electrical receptacles	Door signs	Exterior concrete curbs
Water heater	Water piping	Scaffolding
Roof sheeting	Roll-up doors	Commemorative plaque design
Paint	Facade insulation	Boiler
Acoustic ceiling panels	Roof insulation	Generator
	Lockers	Air compressor

7.9 AUTHORITY TO MAKE CONTRACT CHANGES

The only person authorized to make changes to the Contract is the NAVFAC Contracting Officer. The Contractor shall make no changes without the express written authority of the NAVFAC Contracting Officer.

The Contractor required to meet all requirements detailed in this Performance Technical Specification and is authorized to supplement the requirements provided in this Performance Technical Specification in order to provide a complete, usable and operational facility. The Contractor shall provide all items of work necessary to comply with Moldovan and local municipality requirements.

The Contractor shall not make any changes that would affect compliance with the Contract. The Contractor shall not make any changes requested by the beneficiary that are not included in this Contract. If the Contractor receives requests outside of Contract requirements, they shall immediately notify the Contracting Officer Representative.

The Contractor shall not provide any improvements that are not included in the Contract. The Contractor shall only provide what is detailed in this Contract and what is required by Moldovan laws, regulations, and codes.

7.10 MEASUREMENTS AND QUANTITIES

This Performance Technical Specification does not provide exact measurements or quantities. This document lists the requirements of the Contract. The Contractor shall make all necessary calculations and assumptions so that their bid includes all items of work necessary for a complete and usable facility.

The Contractor shall conduct a pre-bid site visit in order to document existing conditions and collect all information necessary for their bid.

The Contractor shall be familiar with administrative and technical requirements for design and construction work in Moldova.

The US Government shall not be responsible for errors or omissions in the Contractor's measurements or assumptions of field conditions.

7.11 ASSUMPTIONS OF SITE CONDITIONS

The Contractor should be familiar with typical geotechnical conditions in the local area. In order to provide a reasonable offer to the US Government, the Contractor shall assume that geotechnical conditions at the site are the worst possible.

The Contractor shall gain a thorough understanding of all utilities at the site. The Contractor must account for any utility relocation, modification, or replacement that may be required by the construction of the facility.

Existing utility services, including water, electricity, sewer, gas, telecommunications and any other utility must remain operational for all other buildings at the site throughout the construction timeframe. The Contractor shall coordinate with beneficiaries for any necessary utility outages.

The Contractor shall assume that they will need to provide their own utilities required for construction works. This may include the installation and operation of a temporary power generator. Contractor shall

coordinate with the beneficiary for any shared use of existing utilities. If permitted to share utility services by the beneficiary, the Contractor shall install usage meters for those utilities and pay the associated costs.

The US Government shall not be responsible for costs incurred by the Contractor that could have been reasonably expected to construct a complete and usable facility meeting all requirements of this Contract and Moldovan laws, regulations and codes.

7.12 SCHEDULE OF PRICES

The Contractor shall submit a Schedule of Prices to the Contracting Officer Representative for acceptance. The Schedule of Prices shall include all main elements of this Contract, including Design Phases and main items of construction works. A current Schedule of Prices will be a required submittal at each invoice. The Contractor shall submit to and receive preliminary approval for all invoiced costs on their Schedule of Prices prior to submitting associated invoices.

Only elements of work that are tangible and incorporated in the finished project shall be authorized. The value of all items shall be properly distributed. Front-end loading of the Schedule of Prices is not authorized.

The Schedule of Prices must clearly separate items of work associated with the Base-Bid and each Contract Option.

No payment shall be made for any items of work not included in the Contract.

Item	Description	Quantity	Units	Unit Price in USD	Value in USD
BASE PROJECT					
1	DESIGN	1	EA	\$12,000.00	\$12,000.00
2	ROOF	1150	m2	\$30.00	\$34,500.00
3	THERMAL FAÇADE	555	m2	\$50.00	\$27,750.00
4	NEW WINDOWS	135	m2	\$150.00	\$20,250.00
5	NEW EXTERIOR DOORS	7	piece	\$500.00	\$3,500.00
6	ENTRANCE CANOPY	1	piece	\$654.00	\$654.00
7	SIDEWALK	180	m	\$10.24	\$1,843.20
8	EXTERIOR GRADING	1	m2	\$10.24	\$10.24
9	ADDITIONAL ENTRANCE	4	piece	\$10.24	\$40.96
10	BASEMENT ENTRANCE	1	piece	\$10.24	\$10.24
11	NEW INTERNAL LAYOUT	1	piece	\$10.24	\$10.24
12	INTERNAL FLOORING	560	m2	\$10.24	\$5,734.40
13	INTERNAL WALLS	1,200	m2	\$10.24	\$12,288.00
14	INTERNAL WINDOWS	1	piece	\$10.24	\$10.24
15	INTERNAL DOORS	96	m2	\$10.24	\$983.04
16	CEILINGS	560	m2	\$10.24	\$5,734.40
17	ELECTRICAL	1	piece	\$10.24	\$10.24
18	FIRE ALARM	1	piece	\$5,200.00	\$5,200.00
19	COMMUNICATION	1	piece	\$2,352.00	\$2,352.00
20	WATER DISTRIBUTION	1	piece	\$1,565.00	\$1,565.00
21	SEWAGE	1	piece	\$3,650.00	\$3,650.00
22	PATHOGEN DISCHARGE	1	piece	\$5,568.00	\$5,568.00
23	HEATING	1	piece	\$5,688.00	\$5,688.00
24	VENTILATION FOR LABS	1	piece	\$455.00	\$455.00
25	COMMEMORATIVE PLAQUE	1	piece	\$500.00	\$500.00
CONTRACT OPTION-1					
26	Exterior Pavement	125	m2	\$56.00	\$7,000.00
27	Generator, Water Tank, Split AC	1	piece	\$6,500.00	\$6,500.00
28	Additional Filters	1	piece	\$1,000.00	\$1,000.00
29	Rooms 28, 30, 32, 34 and HOL	1	m2	\$4,655.00	\$4,655.00
30	Stairway	1	piece	\$8,542.00	\$8,542.00
TOTAL CONTRACT					\$178,004.20

Example Schedule of Prices

7.13 PAYMENT

Payments to the Contractor shall follow requirements of US Federal Acquisition Regulations, the US Navy, and NAVFAC. See relevant Contract Clauses pertinent to Payment Procedures.

Note: NO ADVANCE PAYMENT IS AUTHORIZED

Payment shall be processed for completed work only. Payment shall be processed according to the Contractor's Schedule of Prices and the following:

- Design shall not exceed 6% of the construction price for each element of work
- Partial monthly payments as agreed with the CONTRACTING OFFICER REPRESENTATIVE, and in accordance with the Schedule of Prices as described in section 7.20.
- Maximum of 80% (cumulative) is authorized until the final inspection is completed and all potential deficiencies are corrected. No payment over 80% is authorized until all work included in the contract is completed.
- Final invoice (100%) shall be paid once final inspection is completed and all potential defects identified in the final inspection are properly corrected.

For each invoice submission, the Contractor shall provide:

- Official invoice
- Current Schedule of Prices that accurately reflects work completed and invoiced for
- Contractor's Safety Self Evaluation Form correctly filled out
- Invoice Statement: With this text signed by a responsible person from the company (ideally the one that signed the contract):

I hereby certify, to the best of my knowledge and belief, that:

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subContractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and legal requirements of the Republic of Moldova;

(3) This request for progress payments does not include any amounts which the prime Contractor intends to withhold or retain from a subContractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subContractor's performance.

Invoices shall only be approved for work that has been verified as completed. Work completed must be verified by the Contracting Officer Representative during a site visit or proven to be completed by the Contractor through the submission of a progress report with photographic evidence. The US Government reserves the right to request on-site validation of work completed either by the beneficiary or ODC Moldova personnel.

7.14 SAFETY REQUIREMENTS

The Contractor shall provide a safe working environment at all times. All personnel at the site shall be trained in proper safety procedures and must wear proper Personal Protective Equipment (PPE). This applies to all personnel on site, whether they are employed by the Contractor directly, through SubContractors, or are visitors.

SAFETY SHALL BE THE FIRST PRIORITY OF THE CONTRACTOR. SAFETY OF ALL PERSONNEL AT THE SITE SHALL TAKE PRECEDENCE AT ALL TIMES AND OVER ANY OTHER FACTOR.

The Contractor shall follow the following guidance concerning safety:

- Avoid all unnecessary risks
- Evaluate risks that cannot be avoided
- Combat the risks at the source
- Adapt work to the individual, specifically with respect to the design of the workplace, the method of work being done, type of equipment used.
- Care should be taken to alleviate monotonous and repetitive work.
- Apply current technology and best practices
- Apply preventive measures through proper planning
- Provide adequate safety training to all employees and employees of subContractors

7.5.9 Safety Regulations

The Contractor is required to adhere to all Moldovan Safety Regulations and the *United States Army Corps of Engineers Safety and Health Manual*, or EM-385-1-1. The USACE EM-385-1-1 can be downloaded here:

<https://www.usace.army.mil/Safety-and-Occupational-Health/Safety-and-Health-Requirements-manual/>

If there are conflicts between the EM 385-1-1 and Moldovan Safety Regulations, the Contractor shall follow the more stringent regulation. If there are conflicts between the EM 385-1-1 and Moldovan Safety Regulations, the Contractor shall immediately notify the Contracting Officer Representative.

7.5.10 Accident Prevention Plan

The Contractor shall prepare an Accident Prevention Plan and submit to the Contracting Officer Representative for approval. **Authorization to begin construction activities (Notice to Proceed) will not be given to the Contractor without an approved Accident Prevention Plan.**

Within the timeframe allowed for the final design submission, the Contractor will prepare and submit an Accident Prevention Plan as required and outlined by the US Army Corps of Engineers Safety Manual (EM-385-1-1), describing procedures they plan to perform to ensure the safety of the workers, the staff of the facilities, the general public, and the equipment on the job site. The Plan shall clearly define the measures that the Contractor will implement to guarantee that nobody will be exposed to any hazards as a result of this construction contract.

The Accident Prevention Plan must address the types of Personal Protective Equipment (PPE) required to be used by personnel, the types and frequency of safety training, the types and frequency of safety inspections, and any specific Activity Hazard Analyses (AHAs) relevant to work being conducted.

7.5.11 Moldovan Safety Requirements

In addition to the requirements above, the Contractor shall comply with the safety requirements detailed in Moldovan laws, regulations, and code. The Contractor shall prepare all necessary safety documentation, studies, reports, designs, logs, etc. required by Moldovan Safety Regulations.

All costs necessary to comply with US and Moldovan Safety Requirements shall be paid by the Contractor. Any costs related to safety inspections, monitoring, or any other requirements shall be the responsibility of the Contractor.

7.5.12 Additional Safety Requirements

The Contractor shall ensure all employees against occupational accident and disease risks, under the terms of Moldovan law. The Contractor shall verify that all employees of the prime Contractor or any subContractor employed in this project meet the legal requirements of Moldovan Law.

The Contractor shall organize the employee training in the field of health and safety at work. This training must be provided to new employees, those changing the workplace or type of work and those resuming their activity after a break longer than 6 months. In all such cases, the training shall take place before the actual beginning of the activity. The Contractor shall be responsible for the facilities related to the provision of first aid in case of occupational accidents, for fire prevention and the evacuation of the employees in special situations and imminent danger.

The Contractor shall be responsible for a safe and hygienic work environment both on the project site and at off-site locations where work is done in conjunction with this project.

The Contractor shall be responsible for the protection of all grounds, vegetation and improvements that exist and are to remain after the project is complete; within the project work areas, adjacent to the project work areas and along the common route of access to the site, outside of the work areas. The Contractor shall be responsible to have any damage caused by Contractor's employees, equipment or sub-Contractors repaired and restored to pre-damage condition, as approved by the PM or Contracting Officer Representative (COR), at no cost to the Government.

The Contractor shall comply with all applicable safety regulations of Moldova, including all required record keeping.

The Contractor shall provide and maintain in working order during the entire construction period, such fire protective equipment and devices as required by applicable safety standards and as deemed necessary and suitable for any possible class or type of fires. Extinguishers shall be non-freeze type of not less than ten pound (5KG) capacity each.

Provide protection against rain, wind, or heat so as to maintain all work, materials, apparatus, and fixtures, incorporated in the work or stored on the site, free from injury or damage. At the end of the day's work, cover all new work and existing installations likely to be damaged as a result of the construction activities (i.e. roofing work).

Contractor shall acquaint themselves with the location of utilities, which may be encountered or be affected by work, and shall be responsible for damage caused by neglect to provide proper precautions or protection. If needed, the Contractor shall contact any local authorities or utility companies to locate any utility service, (and pay for their services if needed).

Provide, erect and maintain all required barricades, of sufficient size and strength necessary for protection of material storage, as well as to prevent accidents to the public and the workmen at the job site.

Report all injuries to any person and damage to any property not belonging to the Contractor immediately to the COR (Contracting Officer Representative). Compensation to any third-party affected by the construction activities (such as damage to private property) shall be the exclusive responsibility of the Contractor.

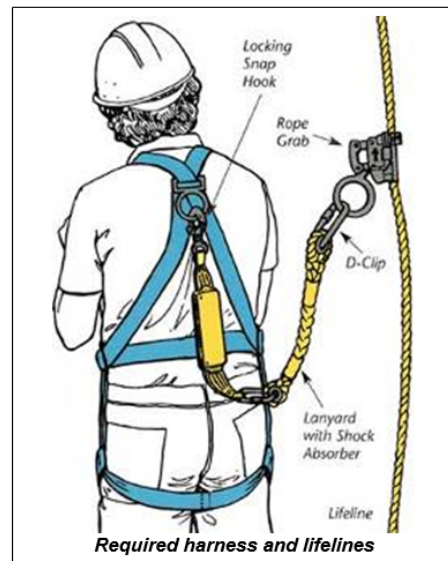
Contractor shall have a minimum of five (5) new hard hats available at the job site for the official visitors.

7.5.13 Scaffolding, Manlifts, and Fall Protection

The Contractor may be required to install scaffolding or use manlifts. The Contractor is required to provide a scaffolding design signed and certified by a licensed Moldovan engineer or other technician authorized by Moldovan regulations.

The Contractor is only authorized to utilize European Standard scaffolds like the ones shown in pictures below. Scaffolds shall be installed and used in accordance with manufacturer's recommendations. If manlifts are used, the Contractor shall use a CE certified self-propelled man-lift, similar to the one shown in pictures below. The use of other type of scaffolds, other non-CE certified man-lifts, or any type of ladders for façade or roof work ARE NOT AUTHORIZED. This restriction applies to all works in this contract.

Contractor employees working on the roof shall be protected with an approved safety harness properly secured to an approved lifeline.



7.15 CONSTRUCTION SIGN

Within 30 days of Contract Award the Contractor shall prepare and install on site a construction sign with the following characteristics and information on it:

- Wood / plasticized sign with minimum dimensions 2.5 meters wide by 1.5 meter high
- Letters and logos prepared by a specialized company and designed for outdoor installation
- Flags of Moldova and the United States of America
- The following text: THE RENOVATION OF THIS FACILITY IS FUNDED BY THE UNITED STATES EUROPEAN COMMAND AND PROVIDED TO THE PEOPLE OF DUBASARII VECHI. EXECUTIVE AGENT: US EMBASSY IN MOLDOVA. CUSTOMER: US NAVAL FACILITIES ENGINEERING COMMAND. PRIME CONTRACTOR: 'Name of Contractor'
- Text shall be in English below the American flag and in Romanian below the Moldovan Flag.
- Contractual Start and Completion dates.
- Current NAVFAC Logo (can be provided by Contracting Officer Representative)



Example of a Typical Construction Project Sign

7.16 QUALITY CONTROL PLAN

Within the timeframe allowed for the submission of documentation before starting the works, the Contractor will prepare and submit a Quality Control Plan describing personnel, procedures, tests and installation techniques that he plans to perform to ensure the quality required by these Technical Requirements and his design is obtained.

The Quality Control Plan shall include the name and qualifications of the person responsible for the quality of the works

Annex 1 is provided as a guideline to prepare the Quality Control Plan.

8. CONTRACT CLOSE-OUT REQUIREMENTS

The Contractor shall follow notify the Contracting Officer at least 60 days in advance of the expected facility turnover date. Final payment will not be authorized without Contractor adherence to the close-out procedures and requirements below.

8.1 Contract Close-Out Procedures

- a. Provide minimum 60-days' notice to the Contracting Officer prior to desired final inspection.
- b. Provide Contracting Officer Representative and beneficiary "Acceptance Act" documentation signed by relevant Moldovan authorities, as required by Moldovan Law. The "Acceptance Act" documentation represent official acceptance on behalf of the Moldovan Government authorities. Signed documentation shall be provided at the final inspection.
- c. The Contracting Officer Representative shall conduct an on-site Final Inspection. The Contract will not receive final approval without an adequate final inspection and acceptance by both the Contracting Officer Representative and Beneficiary.
- d. Contractor shall provide evidence of any final repairs identified during Final Inspection (i.e. Punchlist).
- e. Contractor shall submit final Schedule of Prices and Final Invoice.
- f. Contracting Officer will provide "Beneficial Occupancy Date" (BOD) Letter to the Contractor and Beneficiary.

8.2 Warranties

The Contractor shall provide a minimum one (1) warranty for all work, including all installed equipment, except for the roof system, which shall have a minimum ten (10) year warranty. The warranty begins the same day that the Contracting Officer issues a certificate of Beneficial Occupancy (BOD) to the Contractor. The Contractor shall protect and maintain all work throughout the course of construction. All work shall be turned over to the beneficiary in "New" condition. Final payment will not be authorized until the proper warranty documentation is provided to the Beneficiary, ODC Moldova Project Manager, and Contracting Officer Representative.

The Warranty Package shall include:

- A Warranty Letter on Company Letterhead signed by the Contractor. Letter shall detail work completed, date of completion, and provide a guarantee of work for a period of not-less-than one (1) year from contract completion.
- Copies of warranty documentation for all major equipment
- Any other documentation necessary to provide for warranty service

5.13.1 Training and Operations and Maintenance (O&M) Manuals

As part of this Contract, the Contractor shall provide formal training to the beneficiary, or the beneficiary's representative on all aspects of facility operations and maintenance. The Contractor shall provide formal training for all major systems, including but not limited to: Mechanical systems, Electrical systems,

Plumbing Systems, Telecommunications Systems, and any other systems requiring routine or special maintenance. For special equipment, the Contractor shall have the manufacturer's representative provide formal training. Formal maintenance training shall be not less than eight (8) hours.

The Contractor shall maintain an training and attendance log to document training. Training logs shall include the specific type of training provided and contain the signatures of both those giving and receiving the training. That Contractor shall provide the Training documentation to the Contracting Officer Representative.

Along with Formal Training, the Contractor shall also provide Operations and Maintenance (O&M) Manuals to the Beneficiary. O&M Manuals should be provided for all standard and special pieces of equipment. The Contractor shall provide a certificate to the Beneficiary and Contracting Officer Representative detailing all O&M Manuals provided.

8.3 Cleaning

The Contractor shall maintain a clean and orderly job site at all times. Prior to contract close-out and receiving the Beneficial Occupancy Date (BOD) certificate, the Contractor must provide a complete and totally clean site. The facility shall be professionally cleaned prior to turnover to the Beneficiary.

Contractor shall keep premises free of accumulations of surplus materials and rubbish caused by their operations. Combustible rubbish shall be removed from the premises each day. Burning of rubbish on premises is not permitted. In addition, the Contractor shall perform final cleaning to remove all foreign matter, spots, soil and construction dust, so as to put the project in a complete and finished condition ready for acceptance and use intended.

All waste areas and storage areas will be cleaned up to the COR's satisfaction. All excess materials will be removed from the site and the Contractor will leave the premises free of debris and excess waste materials. Any garbage of debris to stay at the job site for more than one day will be stored in proper approved containers, properly separated from general public. Stockpiling debris and garbage directly on the ground is not acceptable, but the Contractor shall provide adequate metal containers.

8.4 Damage to Existing Site & Facilities

The Contractor shall repair any and all damage to the adjacent site, utilities, and buildings. The Contractor shall leave the site, utilities, and adjacent buildings in a condition equal to or better than they were found at the beginning of the project. The US Government and Beneficiary will not accept the final project until all damage caused by the Contractor is repaired.

8.5 Spare Parts and Materials

The Contractor will provide spare parts for all new materials to be incorporated to the job site. They shall provide a total of:

- One (1) lamp of each type utilized for this project.
- 5 m² or 5% (whichever is greater) of each type of flooring utilized.
- 20 liters of each type of paint to be used.
- 5% of total number of ceiling tiles
- 5% of other typical materials that were used in this construction project that may be used for facility maintenance purposes.

////////// END OF TECHNICAL SPECIFICATIONS //////////

ANNEX 1

Annex 1: Guideline to Prepare the Quality Control Plan

Immediately after award, the Contractor shall prepare a Quality Control Plan following the guideline and format provided in this Annex 1. This is in addition to any quality control plan or documentation that may be required by Moldovan regulations for this type of construction activity. The Plan shall be accepted by the Contracting Officer before works are authorized to start at the job site.

8.6

[Project Title]
[Contract Number]

QUALITY CONTROL PLAN

The purpose of this paper is to illustrate how our site organization, our staff and our procedures will help ensure the quality required by the technical requirements.

SITE ADMINISTRATION

[Describe how to carry out all formalities required by local law to open and run the worksite]

SITE FACILITIES

[Describe how the specific worksite is going to be delimited and organized]

STAFF SITE

[List the roles and relevant names of the staff to be employed on the worksite; provide a short description if necessary]

CONTROL ORGANIZATION

[Detail how it will work; who does what]

TESTING

[Describe how tests of soil and concrete will be conducted]

CHECKING THE QUALITY OF THE WORKS

[Describe]

CONTROL OF MATERIALS

[Describe]

GENERAL CONSTRUCTION CONTROL ACTIVITIES

[Describe]

SAFETY ON SITE

[Describe]

-X-X-X-X- End of Document -X-X-X-X-

I.P. "Agenția Servicii Publice"		4
Serviciul Cadastral Teritorial ANENII NOI		
ÎNREGISTRAT		
data	07.07.2022	nr. 1001/22/10489
nr. cadastral	1001204015,02	
Registrator	<i>[Signature]</i>	

Anexa nr. 1
la Regulamentul de recepție
a construcțiilor și instalațiilor
aferente

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

nr. 06 din "14" ianuarie 2022

privind lucrarea: *Construcția Unității salvatori și pompieri Anenii Noi a DSE mun. Chișinău*, executată la obiectul din *str. Chișinăului, 62, or. Anenii Noi* în cadrul contractului nr. *N3319119C0406* din *09 august 2019* încheiat între *Departamentul Militar al Guvernului SUA și SRL „Prestigiu - Az”* pentru lucrările de *Construcție a Unității salvatori și pompieri Anenii Noi a DSE mun. Chișinău*.

1. Lucrările au fost executate în baza autorizației nr. *09*, eliberată de *Primăria or. Anenii Noi* la *24 martie 2020*, cu valabilitatea până la: *24 martie 2022*.

2. Comisia de recepție și-a desfășurat activitatea conform **Ordinului IGSU nr. 308/2021** în intervalul: *04 ianuarie 2022 – 11 ianuarie 2022*, fiind formată din:

Președintele comisiei:

Alexandru Mațarin

Primar al or. Anenii Noi

Membrii comisiei:

Vitalie Grabovschi

Șef al DSE mun. Chișinău al IGSU, colonel al s/i;

Vlad Golban

Șef DEI a DGI al IGSU, colonel al s/i;

Alexandru Susarenco

Șef DOI a DGI al IGSU, maior al s/i;

Victor Gorbatovschi

Șef a DRSI al DGP al IGSU, maior al s/i;

Cornel Eșanu

Șef al SAP și DI a DL al IGSU, colonel al s/i;

Vitalie Ceban

Șef al SSE Anenii Noi al DSE mun. Chișinău, loc.-colonel al s/i;

Adriana Trifan

Ofițer principal al SF al DSE mun. Chișinău, loc. major al s/i;

Constantin Măgureanu

Medic igienist a CSP Căușeni

Ion Obreja

Diriginte de șantier, seria 2018 – DȘ, nr. 0249

Ion Strelețchii

Diriginte de șantier, seria 2019 – DȘ, nr. 0364

3. Au mai participat la recepție:

Sergiu Ciobanu

Director al SRL „Prestigiu - Az”

4. Constatările comisiei de recepție:

1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sunt incomplete piesele cuprinse în lista-anexă nr. 1;

2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate;

3) în lucrările, cuprinse în lista-anexă nr. 3, nu s-au respectat prevederile proiectului.

5. Comisia de recepție, în urma constatărilor făcute, propune:

Admiterea recepției la terminarea lucrărilor

6. Comisia de recepție motivează propunerea făcută prin:

Lucrările sunt finalizate.

7. Comisia de recepție recomandă următoarele:

Obiectul de recepționat la terminarea lucrărilor.

Sursa de finanțare – externă în baza contractului N3319119R0406 din 09 august 2019.
7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral: 10012040015.02, adresa poștală: **or. Anenii Noi, str. Chișinăului, 62** destinația: **pentru activități speciale**, compus din următoarele construcții: suprafața la sol – **619,2 m²**, suprafața interioară a clădirii – **863,4 m²**, numărul de etaje: **D + P + 1E**, conform certificatului despre rezultatele inspectării bunului imobil nr. 75 din 29 august 2021, anexat la prezentul proces verbal.

8. Prezentul proces-verbal, conținând 1 file și 4 anexe numerotate, cu un total de _____ file, a fost încheiat astăzi "14" ianuarie 2021 în 6 exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică:

A. Susarenco
L.Ș. *Ștefan*
(semnătura)

Comisia de recepție:

Președinte:

Membri:



(funcția, numele, prenumele)

Alexandru Mațarin

Vitalie Grabovschi

Vlad Golban

Alexandru Susarenco

Victor Gorbatovschi

Cornel Eșanu

Vitalie Ceban

Adriana Trifan

Constantin Măgureanu

Ion Obreja

Ion Strelețchii

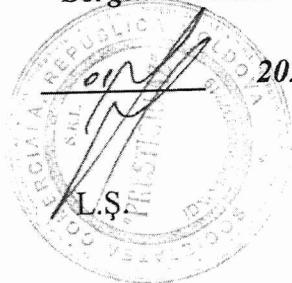
10. Lucrarea _____ este.

TRANSMISĂ:
EXECUTANTUL:
SRL „Prestigiu - Az”

Sergiu Ciobanu

"14"

2022



PRIMITĂ:
INVESTITORUL:

Șef al SSE Anenii Noi a DSE mun. Chișină
Vitalie Ceban

"14"

2022



SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>		1. SOLICITATION NO. N3319120R40220001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 21-Jul-2020	PAGE OF PAGES 1 OF 24
IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.					
4. CONTRACT NO. N3319120C0006		5. REQUISITION/PURCHASE REQUEST NO. ACQR5/80886		6. PROJECT NO.	
7. ISSUED BY NAVI-AC EUROPE AFRICA CENTRAL VIALE PORTO CAPODICHINO NAPOLI 80144 TEL: 39 081 568 7750 FAX: 39 081 568 7750		CODE N33191	8. ADDRESS OFFER TO <i>(If Other Than Item 7)</i> CODE <div style="text-align: center; padding: 10px;">See Item 7</div>		
9. FOR INFORMATION CALL:	A. NAME SABRINA M WENNING		B. TELEPHONE NO. <i>(Include area code)</i> <i>(NO COLLECT CALLS)</i>		
SOLICITATION					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".					
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS <i>(Title, identifying no., date):</i> N3319120R4022 D-B Renovate Falesti Kindergarten, Falesti, Moldova Proposals are to be submitted electronically per the instructions in Block 13 and Section 00100. Please note: the deadline to submit proposals is in Central European Time (CET). In accordance with FAR 36.204, the magnitude of this project is estimated to be between \$250,000 and \$500,000.					
11. The Contractor shall begin performance within <u>10</u> calendar days and complete it within <u>700</u> calendar days after receiving <input checked="" type="checkbox"/> award, <input type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. <i>(See _____.)</i>					
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? <i>(If "YES," indicate within how many calendar days after award in Item 12B.)</i> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO					12B. CALENDAR DAYS
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>1</u> copies to perform the work required are due at the place specified in Item 8 by <u>02:00 PM</u> <i>(hour)</i> local time <u>30 Mar 2020</u> <i>(date)</i> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input type="checkbox"/> is, <input checked="" type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>120</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.					

SOLICITATION, OFFER, AND AWARD (Continued)

(Construction, Alteration, or Repair)

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
PRESTIGIU-AZ SRL
SERGIU CIOBANU
PADURILOR
CHISINAU MD 2092

15. TELEPHONE NO. (Include area code)

373 022 00 95 00

16. REMITTANCE ADDRESS (Include only if different than Item 14)

See Item 14

CODE
SIE93

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation and give number and date of each)

AMENDMENT NO.										
DATE										

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN
OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

SEE SCHEDULE

22. AMOUNT

\$271,242.00

23. ACCOUNTING AND APPROPRIATION DATA

See Schedule

24. SUBMIT INVOICES TO ADDRESS SHOWN IN

(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)

☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

See Item 7

27. PAYMENT WILL BE MADE BY:

CODE

N62588

COMMERCIAL BILL PAYING OFFICE - NAPLES
NSA, COMPTROLLER DEPT.
ADMIN III
VIA E. FULCO RUFFO DI CALABRIA
NAPOLI 80144

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☒ 29. AWARD (Contractor is not required to sign this document.)

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

REF: Proposal dated 13 May 2020

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

Teresa C. Smith / Contract Specialist

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA

BY

Teresa C. Smith

31C. AWARD DATE

21-Jul-2020

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

nr. 01 din “ 18 ” ianuarie 2023

privind: "Anexa la blocul central a construcției de cultura și agrement IET nr.10 din or. Fălești" conform contractului nr. N3319120C0006 din 21.07.2020 încheiat între Primăria orașului Fălești și SRL „Prestigiu Az” pentru "Anexa la blocul central a construcției de cultura și agrement IET nr.10 din or. Fălești"

1. Comisia de recepție și-a desfășurat activitatea în intervalul de o zi, fiind formată din:

Președintele comisiei:

Alexandru Severin

Primar al orașului Fălești

Membrii comisiei:

Russu Evghenia

Contabil- sef, primăria or. Fălești

Anatolie Antonciuc

Viceprimar al orașului Fălești

Aliona Stavciuc

Director IET nr. 10

Ion Ciobanu

Responsabil tehnic

Vasile Puiu

Responsabil tehnic

Ion Leahu

Responsabil tehnic

Ivan Negura

Specialist principal

Boris Dedov

Consilier, consiliul local Fălești

2. Au mai participat la recepție:

Sergiu Ciobanu – Director SC "Prestigiu Az" SRL,
Ion Beșelca – diriginte de șantier,
Ciobanu ION – responsabil tehnic

3. Constatările comisiei de recepție:

1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sunt incomplete piesele cuprinse în lista-anexă nr. 1;

2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate;

3) în lucrările, cuprinse în lista-anexă nr. 3, nu s-au respectat prevederile proiectului.

4. Comisia de recepție, în urma constatărilor făcute, propune:

Se acceptă recepția la terminarea lucrărilor

5. Comisia de recepție motivează propunerea făcută prin:

Examinarea lucrarilor de către comisie.

7. Comisia de recepție recomandă următoarele:
Se recomandă recepția la terminarea lucrărilor cu înlăturarea neconformităților reflectate în anexele nr. 1, 2, 3 în termen de 30 zile.

7¹. Descrierea obiectului recomandat spre recepție:

"Anexa la blocul central a construcției de cultura și agrement IET nr.10 din or. Fălești"

8. Prezentul proces-verbal, conținând 2 file și 3 anexe numerotate, cu un total de 5 file, a fost încheiat astăzi " " ianuarie 2023 în 5 exemplare.

Președintele comisiei:

Alexandru Severin

Membrii comisiei:

Russu Evghenia

Anatolie Antonciuc

Aliona Stavciuc

Ion Ciobanu

Vasile Puiu

Ion Leahu

Ivan Negura

Boris Dedov

Beșelea Ion

Ciobanu Ion



10. Lucrarea "Anexa la blocul central a construcției de cultura și agrement IET nr.10 din or. Fălești" este recepționată.

TRANSMISĂ:

EXECUTANTUL:

SRL „Prestigiu Az”

Sergiu Ciobanu

"18" ianuarie 2023

L.Ș.



PRIMITĂ:

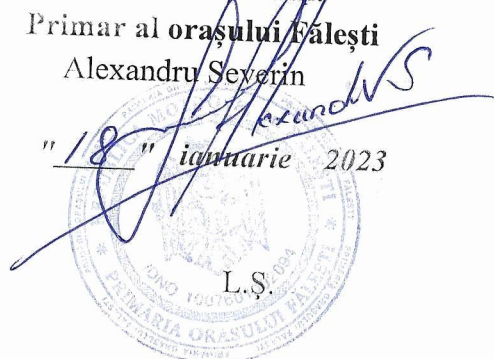
BENEFICIAR:

Primar al orașului Fălești

Alexandru Severin

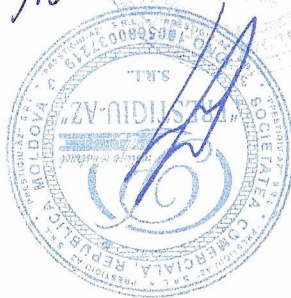
"18" ianuarie 2023

L.Ș.



LISTA

lista documentației scrise și desenate care lipsește



Ciobanu Sergiu

Președinte al comisiei

Alexandru Severin

(Handwritten signature)

Director SRL „Prestigiu Az”

Anexa nr. 2
la Procesul verbal de recepție la terminarea lucrărilor
nr. din „____” ianuarie 2023

LISTA
lista lucrărilor care nu au fost executate

Ciobanu Sergiu

Director SRL „Prestigiu Az”

Alexandru Severin

Președinte al comisiei



LISTA
lista observațiilor comisiei de recepție și a lucrărilor care nu
au respectat prevederile proiectului

Ciobanu Sergiu

Alexandru Severin



Director SRL „Prestigiu Az”

Președinte al comisiei

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	N3319119R04030001	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	10-Jun-2019	1 OF 41

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. N3319119C0824	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
7. ISSUED BY CODE N33191	8. ADDRESS OFFER TO (If Other Than Item 7) CODE	
TEL: FAX:		See Item 7 TEL: FAX:
9. FOR INFORMATION CALL:	A. NAME JASMINE LUCHT	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

N33191-19-R-0403 Construct Ungheni Fire and Rescue Station, Ungheni, Moldova

Proposals shall be submitted electronically per the instructions in Block 13 and Section 00100.

Please note: The deadline to submit proposals in Central European Standard Time (CEST).

In accordance with FAR 36.204, the magnitude of this project is expected to be between \$250,000 and \$500,000.

11. The Contractor shall begin performance within 10 calendar days and complete it within 700 calendar days after receiving ☒ award, ☐ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See _____.)

12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☒ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 1 copies to perform the work required are due at the place specified in Item 8 by 10:00 AM (hour) local time 10 May 2019 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee ☐ is, ☒ is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 120 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

SOLICITATION, OFFER, AND AWARD (Continued) <i>(Construction, Alteration, or Repair)</i>									
OFFER (Must be fully completed by offeror)									
14. NAME AND ADDRESS OF OFFEROR <i>(Include ZIP Code)</i> PRESTIGIU-AZ SRL SERGIU CIOBANU PADURILOR CHISINAU MD 2092					15. TELEPHONE NO. <i>(Include area code)</i> 373 022 00 95 00 16. REMITTANCE ADDRESS <i>(Include only if different than Item 14)</i> <div style="text-align: center; font-weight: bold;">See Item 14</div>				
CODE STE93		FACILITY CODE							
17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)									
AMOUNTS		SEE SCHEDULE OF PRICES							
18. The offeror agrees to furnish any required performance and payment bonds.									
19. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)</i>									
AMENDMENT NO.									
DATE									
20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>					20B. SIGNATURE			20C. OFFER DATE	
AWARD (To be completed by Government)									
21. ITEMS ACCEPTED: <div style="font-size: 1.5em; font-weight: bold; text-align: center;">SEE SCHEDULE</div>									
22. AMOUNT \$391,100.00		23. ACCOUNTING AND APPROPRIATION DATA See Schedule							
24. SUBMIT INVOICES TO ADDRESS SHOWN IN <i>(4 copies unless otherwise specified)</i>				ITEM		25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)			
26. ADMINISTERED BY		CODE		27. PAYMENT WILL BE MADE BY:		CODE		N62588	
See Item 7				c					
CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE									
<input type="checkbox"/> 28. NEGOTIATED AGREEMENT <i>(Contractor is required to sign this document and return _____ copies to issuing office.)</i> Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.					<input type="checkbox"/> 29. AWARD <i>(Contractor is not required to sign this document.)</i> Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.				
30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN <i>(Type or print)</i>					31A. NAME OF CONTRACTING OFFICER <i>(Type or print)</i> Richard J. Spagnuolo / Contract Specialist				
30B. SIGNATURE		30C. DATE			TEL: 3 EMAIL:				
31B. UNITED STATES OF AMERICA BY					31C. AWARD DATE 28-Jun-2019				

**PROCES-VERBAL
DE RECEPȚIE LA TERMINAREA LUCRĂRILOR**

nr. 835 din “ 13 ” noiembrie 2023

privind lucrarea: **Construcția remizei de pompieri P+1E**, executată la obiectul din **str. A. Plămădeală, 96, mun. Ungheni** în cadrul contractului **nr. N3319119C0824** din **28 iunie 2019** încheiat între **Departamentul Militar al Guvernului SUA și SRL „Prestigiu - Az”** pentru lucrările de **Construcție a remizei de pompieri P+1E din str. A. Plămădeală, 96, mun. Ungheni**.

1. Lucrările au fost executate în baza autorizației de construire nr. **12**, eliberată de **Primăria municipiului Ungheni**, la **13 martie 2020**.

2. Comisia de recepție și-a desfășurat activitatea conform **Ordinului IGSU nr. 157/2022**, cu modificările ulterioare (**ordinul nr. 256/2023**), în intervalul: **13 noiembrie 2023 – 20 noiembrie 2023**, fiind formată din:

Președintele comisiei:

Alexandr Tatarov, șef adjunct al IGSU, locotenent colonel al s/intern

Membrii comisiei:

Sergiu Postolachi, șef al DSE mun. Ungheni al IGSU colonel al s/intern;

Vlad Golban, șef adjunct al DL colonel al s/intern;

Alexandru Susarenco, șef adjunct a DGI maior al s/intern;

Victor Gorbatovschi, șef a DRSI al DGP maior al s/intern;

Axenia Tocan, ofițer principal al SA și DP al DL, maior al s/intern;

Vladimir Gîrbea, șef al USP Ungheni al DSE mun. Ungheni a IGSU, căpitan al s/intern;

Cristina Croitoru, șef interimar al SF al DSE mun. Ungheni, locotenent major al s/intern

3. Au mai participat la recepție:

Sergiu Ciobanu Director al SRL „Prestigiu - Az”

4. Constatările comisiei de recepție:

1) din documentația scrisă și desenată, care trebuia prezentată, au lipsit sau sunt incomplete piesele cuprinse în lista-anexă nr. 1;

2) lucrările cuprinse în lista-anexă nr. 2 nu au fost executate;

3) în lucrările, cuprinse în lista-anexă nr. 3, nu s-au respectat prevederile proiectului.

5. Comisia de recepție, în urma constatărilor făcute, propune:

Admiterea recepției la terminarea lucrărilor

5¹. Sursa de finanțare:

Externă, Departamentul Militar al Guvernului SUA

6. Comisia de recepție motivează propunerea făcută prin:

Lucrările sunt finalizate.

7. Comisia de recepție recomandă următoarele:

Obiectul de recepționat la terminarea lucrărilor.

7¹. Descrierea obiectului recomandat spre recepție:

Obiectul cu numărul cadastral: **9201104.178.03**, adresa poștală: **str. A. Plămădeală, 96, mun. Ungheni** destinația: **pentru activități speciale**, compus din următoarele construcții: suprafața la sol – **763,8 m²**, suprafața interioară a clădirii – **1037,4 m²**, numărul de etaje: **P + 1E**, conform certificatului despre rezultatele inspecției bunului imobil nr. **9201/22/5320** din **29 martie 2022**, anexat la prezentul proces verbal.

8. Prezentul proces-verbal, conținând 1 file și 4 anexe numerotate, cu un total de _____ file, a fost încheiat astăzi “ _____ ” **noiembrie 2023** în 6 exemplare.

9. Concluzia Agenției pentru Supraveghere Tehnică: se recomandă admiterea

PRAVULI ~~CONFITIE~~ CONFITIE remedieri obiectelor din anexe m.3 și terenuri

Comisia de receptie:

Preşedinte:

Membris

(funcția, numele, prenumele)

Alexandr Tatarov

Vlad Golban

Alexandru Susarenco

Victor Gorbatovschi

Axenia Tocan

Vladimir Gîrbea

Cristina Croitoru

10. Lucrarea _____ este.

TRANSMISĂ:

EXECUTANTUL:

SRL „Prestigiu - Az”

Sergiu Ciobanu

PRIMITĂ:

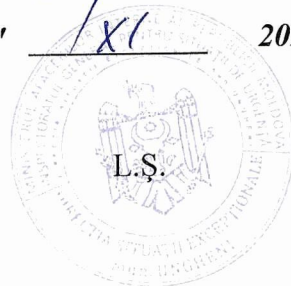
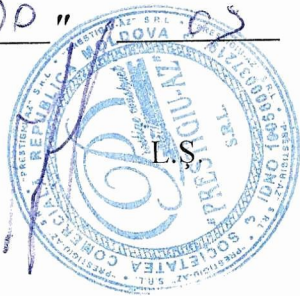
INVESTITORUL:

Şef al DSE min. Ungheni

Sergiu Postolachi

"20" 2023

"20" /X/ 2023



LISTA
lista lucrărilor care nu au fost executate

Obiecții nu sunt

Diriginte de șantier

Responsabil tehnic

Șef al DSE mun. Ungheni



Vlad Golban

Sergiu Postolachi

LISTA
lista documentației scrise și desenate care lipsește

Obiecții nu sunt.

Diriginte de șantier

Responsabil tehnic

Șef al DSE mun. Ungheni

Ion Beșelea

Vlad Golban

Sergiu Postolachi

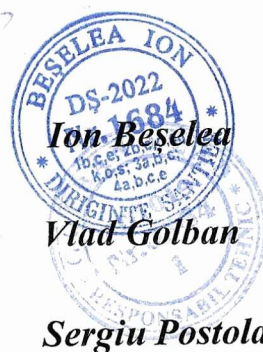
LISTA
lista observațiilor comisiei de recepție și a lucrărilor care nu
au respectat prevederile proiectului

1. Lipsește indicatorul privind amplasarea hidrantului exterior de incendiu pe fațada clădirii;
2. Canalul de revizie de închis cu un grilaj demontabil in bare de oțel cu diametrul minim 12 mm, cu ochiuri sub 100x100 mm;
3. Reglarea porților secționate;
4. Instalarea unei prize 380 V în spălătorie;
5. De revizuit jgheabul de scurgere a apelor pluviale de pe acoperiș de asupra bucătăriei și dispeceratului.

Diriginte de șantier

Responsabil tehnic

Șef al DSE mun. Ungheni



Ion Beșelea
Vlad Golban
Sergiu Postolachi

INVESTOR: Directorate of Exceptional Situations of Ungheni municipality of
IGSU of MAI

I
to the Regulations for the
reception of constructions of
related installations

Report OF RECEPTION AT THE COMPLETION OF THE WORKS

no. 835 of "13" November 2023

regarding the work: Construction of the P+IE fire station, executed at the building in •str. A. Plămădeală, 96, Ungheni municipality under contract no. N3319119C0824 of June 28, 2019 concluded between the Military Department of the US Government SRL "Prestigiu - AZ" for the construction works of the P+IE fire station in stro A. Plămădeală, 96, mum Ungheni.

1. The works were executed on the basis of building permit no. 12, issued by the Ungheni City Hall, on March 13, 2020.

2. Reception commission \$-a desfășurat the activity according to IGSU Order no. 157/2022, with subsequent amendments (order no. 256/2023), in the interval: November 13, 2023 November 20, 2023, flind consisting of:

President/s of the commission:

Alexandr Tatarov, Y2f deputy of IGSU, lieutenant colonel of s/internal

Commission members..

SergiusPostolachi, of IDSEUngheni municipality of IGSU colonel of internal affairs;

VladeGolban, deputy of DL colonel of s/intern;

Alexandru Susarenco, deputy of the DGI major of s/internal;

VictorGorbatovsky, of DRSI of DGP major of s/internal;

Axenia Tocan, main officer of SA DP of DL, major of s/internal;

VladimirGîrbea, of USPUngheni of DSE Ungheni municipality of IGSU, captain of
s/intern;

Cristintailor, interim SF of DSE Ungheni municipality, major lieutenant of s/internal

3. They also attended the reception:

Sergiu Ciobanu Director of SRL "Prestigiu - AZ"

4. Findings of the reception committee:

1) from the drawn up written documentation, which had to be presented, the parts contained in the annexed list no. were missing or incomplete. 1;

2) the works contained in » annexed list no. 2 were not executed;

3) in the works, contained in the annexed list no. 3, the provisions of the project were not respected.

5e The reception committee, following the findings,
proposes: Admission of the reception to the Winterization of
works/hours 5. Funding source:

Externü, Departmentll/Military of the US Govt

6. The reception committee motivates the proposal made by:

The works are completed.

7. The reception committee recommends the following:

Object L11 to be received at the end of the works.

7 1 . Description of the object recommended for receptions:

The object with cadastral number: 9201104.178.03, postal address: str. A. Plămădeală, 96, Ungheni municipality destination: for special activities, composed of the following buildings: ground surface -- 763.8 m², interior surface of the building — 1037.4 m, number of floors: P + IE, according to the certificate on the results of the real estate inspection no. 9201/22/5320 of March 29, 2022, attached to this report.

8. The present minutes, containing 1 file 4 numbered annexes, with a total of

10. The work_____it is.

TRANSMISSION:

THE PERFORMER•.

SRL "Prestigiu - AZ"

Sergiu Ciobanu 2023

LIST list of jobs that have not been executed

There are no objects

Site manager

Technical manager

Head of DSE Unghe municipality

LIST list of written and
drawn documentation that is missing There
are no objects.

Site manager

Technical manager

Head of DSE no. Anoint

LIST list of observations of the reception committee of works that did not comply with the provisions of the project

- I. The indicator regarding the location of the external fire hydrant on the facade of the building is missing;
 2. The inspection channel to be closed with a demountable grating in steel bars with a minimum diameter of 12 mm, with meshes below 100x100 mm;
 3. Adjustment of sectional gates;
 4. Installation of a 380 V outlet in the laundry room;
 5. To revise the rainwater drainage chute on a copert from over the kitchen to the dispatcher.

Site manager

Technical manager

Head 10076000104181007600010418 of DSE Ungheni
municipality



Ministerul Afacerilor Interne al Republicii Moldova
Ministry of Internal Affairs of the Republic of Moldova
Inspectoratul General pentru Situații de Urgență
General Inspectorate for Emergency Situations



MD-2028, mun. Chișinău, str. Gh. Asachi, 69 tel, fax anticamera: +373 (22) 78-51-04
e-mail: def@igsu.gov.md, igsu@igsu.gov.md, pagina-web: www.dse.md,
nr. 19/10 – 2000 din “11” septembrie 2024

SCRISOARE de RECOMANDARE

Inspectoratul General pentru Situații de Urgență al MAI are onoarea de a recomanda compania de construcții SRL "Prestigiu Az" ca pe un prestator de lucrări de construcții profesionist, responsabil și de încredere, care și-a onorat obligațiile contractuale, prestând lucrări de construcții, pentru Inspectorat, în calitate de beneficiari, în perioada decembrie 2017 - prezent, și anume, **constestrucția unităților de salvatori și pompieri Cahul, Cimișlia, Cantemir, Ungheni, Hîncești, Anenii Noi, Ștefan Vodă.**

Totodată, ținem să menționăm că SRL "Prestigiu Az" execută lucrările de construcții calitativ în termeni proximi, dând dovadă de receptivitate și interacțiune atât cu noi ca beneficiari cât și cu toate autoritățile conexe necesare pentru îndeplinirea sarcinilor acestor construcții, respectînd cadrul normativ în construcții și execuția lucrărilor conform caietului de sarcini.

În concluzie, putem recomanda SRL "Prestigiu Az" ca o companie de profesioniști cu experiență în domeniul construcțiilor.

Cu respect,

Șeful Inspectoratului

Alexandru OPREA



**MINISTERUL APĂRĂRII AL REPUBLICII MOLDOVA
MARELE STAT MAJOR AL ARMATEI NAȚIONALE**

șoseaua Hîncești, 84, MD-2021, mun. Chișinău

Tel. +373 22 25-20-63; Fax. +373 25-20-74

e-mail: msm@army.md ; web: www.army.md

Nr. 38/232 din „15” aprilie 2021

Prin prezenta, Ministerul Apărării al Republicii Moldova confirmă faptul, că în ultimii doi ani compania S.C. "Prestigiu-AZ" SRL, fiind administrată de către dl. Sergiu Ciobanu, a executat lucrări de construcție a drumurilor de acces la depozitele unităților militare din or. Cahul și or. Florești, inclusiv îngrădirea și amenajarea teritoriilor, având costul total de \$ 1041232,69 USD (un milion patruzeci și unu mii două sute trei zeci și doi dolari, 69 cenți).

Lucrările au fost finanțate de către Golden West Humanitarian Foundation, fiind incluse în LISTA proiectelor de asistență tehnică, care cad sub incidența tratatelor internaționale, precum și aplicarea scutirii de TVA, cu drept de deducere pentru mărfurile și serviciile destinate acestora.

Toate lucrările, au fost executate și finisate în conformitate cu termenii și condițiile stipulate în contract. Datorită faptului, că compania dispune de un sistem bun de management, toate lucrările sunt de o calitate înaltă și materialele care au fost folosite corespund cerințelor și normativelor solicitate.

În acest context, Vă recomandam cu încredere compania S.C. "Prestigiu-AZ" SRL drept una profesionistă, pentru a efectua lucrările de construcție și amenajări necesare, la un nivel înalt, distingându-se prin serviciile sale de calitate.

Șef J4 Direcție logistică

colonel



Iurie BRUMA

Ex. Andrei Camerzan

tel. 373 79649065

e-mail: andrei.camerzan@army.md