



Project Name/Location:	Subcontract Order Number:
Design, Integration, Construction, Communications and Engineering (DICCE) Services for Republic of Moldova	S4475T00240-MOLD-20002
Subcontractor:	Owner:
Eurostil Construct S.R.L.	United States of America, Department of Energy, National Nuclear Security Administration
General Description of Scope of Work	Contractor/ Contractor's Representative
<i>Portal Monitor Site Construction Services for Group 5 Sites, Palanca VC, Criva VC, and Chisinau Airport</i>	URS Federal Services International, Inc., Richard Jambor, Project Manager

THIS SUBCONTRACT ORDER NUMBER **S4475T00240-MOLD-20002** hereinafter referred to as the "Subcontract" made this **19th day of May, 2020** (the "Effective Date") by and between URS Federal Services International, Inc. (USA) a corporation registered in the State of Delaware located in the United States of America at 5005 Rockside Road, Suite 1225, Independence, Ohio 44131, USA and represented by Mr. Richard Jambor, Project Manager acting on the basis of the company Charter, URS Federal Services International, Inc. hereinafter referred to as the Contractor on the one hand, and Eurostil Construct S.R.L. registered in Republic of Moldova and represented by Angela Scerbina, Director, acting on the basis of Statute, hereinafter referred to as the Subcontractor on the other hand for the following scope of work. URS Federal Services International, Inc. and Eurostil Construct S.R.L. may be referred to within the text of this Subcontract together as Parties and separately as a Party. Capitalized terms (either initially or fully) used herein that are not defined herein shall have the meaning ascribed to such terms in the General Conditions for Long-Form Subcontracts.

WHEREAS, the United States of America, Department of Energy (hereinafter called DOE), National Nuclear Security Administration (hereinafter called NNSA) (Owner) and the Contractor have entered into a Prime Contract whereby the Contractor has agreed to design, procure, and install portal radiation monitoring equipment under a project-specific task order in connection with Owner's Design, Integration, Construction, Communication, and Engineering Program (hereafter called the Program); and

WHEREAS, the Owner and Contractor have subsequently entered into a Task Order based upon the Prime Contract whereby the Contractor has agreed to perform by itself, or through subcontractors construction work in connection with Owner's Program;

WHEREAS, the Contractor desires to subcontract to the Subcontractor certain portions of the Contractor's work and/or services for the Project; and

WHEREAS, the Subcontractor has represented that it is experienced and qualified in providing construction and/or operations related services and that it possesses the requisite resources to complete such work in a competent and timely manner; and

WHEREAS, the Subcontractor has agreed to perform the Work on **firm-fixed price** basis.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises and covenants contained in the Subcontract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor and the Subcontractor hereby mutually agree as follows:



ARTICLE 1 - PRIME CONTRACT.

This Subcontract is entered into pursuant to the United States DOE Prime Contract DE-AM52-DE-NA0003363, Task Order Number NA400240, Apogee Group LLC Subcontract Order Number APG603 and Task Authorization Number 19-0000024 for the Group 5 project in the Republic of Moldova.

Task Authorization Number 19-0000024 for Group 5 project in the Republic of Moldova is the basis of award for this Subcontract for performance of the required scope of work for providing construction services.

Contractor is the authorized representative of the US DOE and the Subcontractor hereby becomes a participant of the above mentioned governing agreements.

The NNSA under US DOE has designated URS to implement project activities related to the Design, Integration, Construction, Communications, and Engineering Services in the Republic of Moldova.

ARTICLE 2 – FINANCING. This Subcontract is financed in the course of rendering gratuitous foreign technical assistance. US DOE through its NNSA may provide the Republic of Moldova technical assistance, at no cost, in the form of Design, Integration, Construction, Communications, and Engineering Services, for the Republic of Moldova's use to prevent and interdict illicit trafficking in special nuclear material and other radioactive material.

ARTICLE 3 – TAXES. This Subcontract is performed under the Agreement between the Government of the United States of America and the Government of Moldova regarding cooperation to facilitate the provision of assistance dated March 21, 1994. In accordance with this Agreement, the Subcontractor shall be exempt from liability, in connection with activities under this Agreement, for payment of any tax or similar charges assessed on the territory of Moldova. The total Subcontract price is exclusive of any taxes that may be assessed by the Republic of Moldova.

ARTICLE 4 - IMPORTING/EXPORTING. *Reserved*

ARTICLE 5 – SCOPE OF WORK. The Subcontractor shall furnish all of the materials, equipment and labor and shall perform all services and effort necessary to complete the Work and the Subcontractor shall do everything required by the Subcontract to complete fully, protect and deliver the Work to the satisfaction of the Contractor in full compliance with the requirements of the Subcontract. The Work generally consists of installation of detection system and all necessary supporting site development and is more fully described and defined in the other Subcontract Documents.

ARTICLE 6 – PROJECT SITE. The Project Sites are located in Palanca, Criva, and Chisinau Airport and are more specifically defined and described in the Exhibit A Scope of Work and other Subcontract Documents.

ARTICLE 7 – SUBCONTRACT DOCUMENTS. The Subcontract Documents are listed below. In the event of any conflict or inconsistency between any provisions of the Subcontract Documents, as they may be amended from time to time, the Subcontractor shall promptly notify the Contractor of such conflict and the following order of precedence shall apply: (1) amendments; (2) the document entitled "Subcontract Order" issued by the Contractor to the Subcontractor in connection with the Project; (3) Special Conditions; (4) General Conditions; (5) scope of work, drawings, specifications and other Subcontract Documents. In the event of any conflict, variation or inconsistency between any provisions of the Subcontract Documents within (5) in the preceding sentence, Contractor shall be notified, but the provision imposing the more or most stringent requirements as the case may be shall govern, unless otherwise stipulated by Contractor in writing. (It is noted that Exhibits to this Subcontract Order may not be sequential on all occasions due to specific requirements on individual Subcontract Orders.)

7.1	This Subcontract Order;	
7.2	Exhibit A:	Scope of Work;
7.3	Exhibit B:	Subcontractor Deliverables Schedule;
7.4	Exhibit C:	General Conditions for Long Form Subcontracts;
7.5	Exhibit E:	Partial Release and Waiver and Subcontractor's Affidavit; (Form 407-F4)
7.6	Exhibit F:	Final Release and Waiver and Subcontractor's Affidavit; (Form 407-F5)
7.7	Exhibit I:	Subcontractor Safety and Health Requirements;
7.8	Exhibit J:	Quality Control Requirements;
7.9	Exhibit K:	Subcontractor Daily Work Report;
7.10	Exhibit L:	URS Subcontractor Anti-Bribery Corruption Compliance Terms and Conditions
7.11	Exhibit N:	Progress Payment Request; (Form 407-F2)
7.12	Exhibit P:	Schedule of Values;
7.13	Exhibit R:	Partial Completion Certificate; Form 407-F3)
7.14	Exhibit S:	Final Completion Certificate; (Form 407-F6)
7.15	Exhibit T:	Engineering Change Instruction (ECI);
7.16	Exhibit X:	Design and Working Documentation
7.17	Exhibit Y:	FAR Flowdowns

ARTICLE 8 – START AND COMPLETION OF WORK. The Subcontractor agrees to enter forthwith upon the performance of the Work to begin its Work at the Project Site upon Notice to Proceed from the Contractor, or such earlier or later time as the Contractor shall require; and shall proceed to perform the Work with due diligence; and to complete the Work fully on or before **July 31, 2020**.

ARTICLE 9 – SUBCONTRACT PRICE.

9.1 As full consideration for performance of the Work, the Contractor will pay Subcontractor the following firm fixed price amount: **\$350,517.08 (Three Hundred Fifty Thousand Five Hundred Seventeen Dollars and Eight Cents)** as detailed in the Schedule of Values.

9.2. The total Firm-Fixed Price of this Subcontract Order is **\$350,517.08 (Three Hundred Fifty Thousand Five Hundred Seventeen Dollars and Eight Cents)**. Unless amended in writing by mutual understanding of all the Parties the total Firm-Fixed Price of this Subcontract Order shall remain unchanged for the whole duration of this Subcontract Order.

ARTICLE 10 - INVOICING AND PAYMENT.

10.1 Subcontract invoicing and payments will be in accordance with Article 10.0 of Exhibit C General Conditions for Long Form Subcontracts. The Contractor shall pay Subcontractor's invoices within fifteen (15) banking days of receiving properly submitted invoice package.

10.2 The Subcontractor shall be entitled to request mobilization payment for purchase of equipment and construction materials in the amount of **\$28,907.72 (Twenty Eight Thousand Nine Hundred and Seven US Dollars 72 Cents)**.

As requested by the Contractor, the Subcontractor shall provide documents to confirm use of the mobilization payment for the purposes described above. The value of the mobilization payment shall be deducted from Subcontractor's invoices over the period of performance.

ARTICLE 11 – GOVERNING LAW AND VENUE. The Subcontract shall be interpreted in accordance with the Federal substantive and procedural laws of the **State of Maryland** excluding any provisions or principles

thereof which would require the application of the laws of a different jurisdiction.

ARTICLE 12 – COMMUNICATION AND FORMAL NOTICES.

All routine correspondence shall be submitted to the Contractor's Representative identified on Page 1 of this Subcontract. All notices required to be given in writing under the Subcontract, including but not limited to those regarding breach, consent to settlement of claims, termination and/or indemnification, shall be delivered personally to the respective representatives of the Contractor and the Subcontractor set forth below, or shall be mailed by registered mail with a return receipt requested, postage prepaid, or shall be sent by facsimile, or sent by a national overnight courier service, and shall be effective when received. All notices shall be addressed as follows:

	CONTRACTOR	SUBCONTRACTOR
Name:	URS Federal Services International, Inc.	Eurostil Construct S.R.L.
Address:	5005 Rockside Road, Suite 1225, Independence, Ohio 44131, USA	MD-2021, Republic of Moldova, Chisinau, str. Mitropolitul Gurie Grosu, 17,
Attention:	Richard Jambor	Igor Bezer
Title:	Project Manager	Project Manager
Telephone:	+1 216-534-8272	+373 69176675
E-mail:	richard.jambor@amentum.com	bezer73@mail.ru


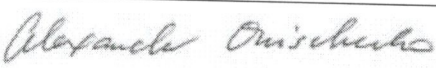
ARTICLE 13 – ARTICLE HEADINGS. The Article headings used herein have been inserted for convenience of reference only and shall not in any manner affect the construction, meaning or effect of anything therein contained nor govern the rights and liabilities of the Parties.

ARTICLE 14 – ORIGINAL COPIES. This Subcontract including all Exhibits is concluded in the English language in two original copies that have equal force and validity.

ARTICLE 15 – COMPLETE AGREEMENT. The Subcontract constitutes the complete agreement between the Parties with respect to the subject matter hereof, and supercedes all prior written or oral contracts, agreements, representations and/or understandings of any kind or nature that the Parties may have entered into or had prior to the date hereof with respect to the subject matter hereof. The Subcontract Documents may only be amended by written instrument signed by both Parties.

IN WITNESS WHEREOF the Parties hereto have duly executed this Subcontract on the day and the year first above written.


**CONTRACTOR****URS Federal Services International, Inc. (USA)****Legal Address: 5005 Rockside Road, Suite 1225, Independence, Ohio 44131, USA**

Signature:	
Printed name:	Richard Jambor
Title:	Project Manager
Date:	May 19, 2020
Signature:	
Printed name:	Alexander Onischenko
Title:	Procurement Manager
Date:	May 19, 2020

SUBCONTRACTOR**Eurostil Construct S.R.L.****Legal Address: MD-2021, Republic of Moldova, Chisinau, str. Mitropolitul Gurie Grosu, 17****Banking Details:****Bank:** BC ProCreditBank**Address:** blvd. Stefan cel Mare 65, of. 901, Chisinau, Republic of Moldova**Account Number:** MD22PR002224180823001840**SWIFT code:** PRCBMD22**Corresponding Bank:**

ProCredit Bank AG, Frankfurt am Main, Germany

SWIFT code: PRCBDEFF

Signature:	
Printed name:	Angela Scerbina
Title:	Director
Date:	May 19, 2020

