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CONFIDENTIAL

CONTRACT NO. EUCOM/#69487

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by and between the

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04, 08. 2000

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/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

- 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

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

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.*

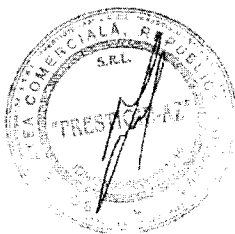
This modification shall be effective as of 31 October 2022. All other provisions of the Contract shall remain in full force and effect.

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

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



to be updated.

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CONFIDENTIAL

CONTRACT NO. EUCOM/#67676

file 07.08.2003

by and between the

GOLDEN WEST HUMANITARIAN FOUNDATION

and

PRESTIGIU-AZ

for

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

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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

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.

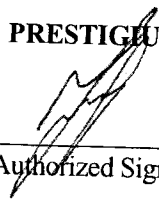
IN WITNESS WHEREOF the parties have caused this Contract No. **EUCOM/#67676** to be executed.

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).

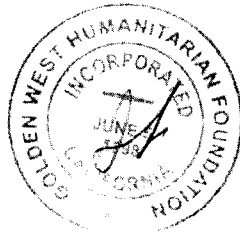
GOLDEN
WEST

GOLDEN WEST HUMANITARIAN FOUNDATION

PRESTIGIU_AZ

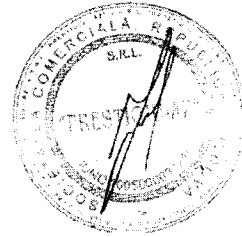
Signature

Andy Jackson
PSSM Technical Advisor



Signature

Sergiu Ciohanu
Director

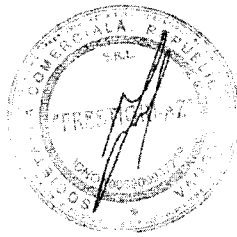


Statement of Work and Price Schedule

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

2 438,025

Sergiu Ciobanu,
Prestigiu-Az



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

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	3 716 297,12
			USD	192 753,00	USD	192 753,00	
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 :	243.1		523.2	1 824 750,50	5 541 047,62
			USD	95 000,00	USD	95 000,00	
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 :	243.1		523.2	3 622 734,81	9 163 782,43
			USD	192 753,00	USD	192 753,00	
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 :	243.1		523.2	3 543 540,36	12 707 322,79
			USD	198 600,00	USD	198 600,00	
Обороты за период				0,00		12 707 322,79	
Сальдо на конец				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
		<i>154912,84.</i>	

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” septembrie 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 conform proiectelor de execuție:

- Nr. 07/2019-ГП/№.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/№.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-ΠOC/№.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 inspecției 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 inspecției 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 inspecției 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 inspecției 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. Prezentul 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
(GĂZDINUL)

(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 is a signature over a horizontal line. Below it, there are three more signatures, each over a horizontal line. Further down, there is a signature over a horizontal line. Below that, there is a signature over a horizontal line. At the bottom, there is a signature over a horizontal line. In the center-right, there is a circular official stamp with the text 'MORGOCI VICTOR' and '1104'. Below the stamp, there is another circular official stamp with the text 'CENTRUL DE ARMAMENT SI MUNITII AL ARMATEI NATIONALE'.

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

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion BEȘELEA

The right side of the document contains handwritten signatures and official stamps. At the top, there is a signature over a horizontal line. Below it, there are several more signatures, some over horizontal lines. In the lower right area, there are two circular official stamps. The top one is from the 'CENTRUL DE ARMAMENT ȘI MUNIȚII AL ARMATEI NAȚIONALE' and contains the text 'M. 1184' and '2022'. The bottom one is from the 'AGENȚIA ASIGURARE RESURSE ȘI ADMINISTRARE PATRIMONIULUI A MINISTERULUI APĂRĂRII' and contains the text 'M. 1184' and '2022'. There are also some handwritten initials and marks near the stamps.

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

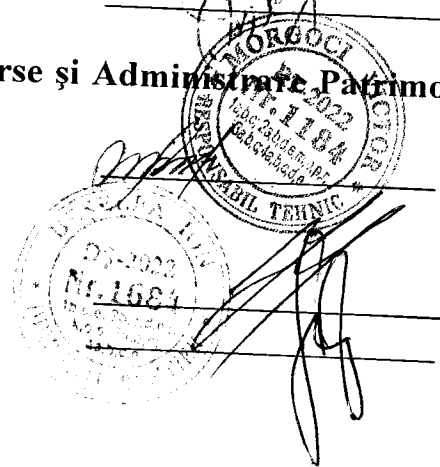
Reprezentantul Centrului de Armament și Muniții al Armatei Naționale
maior Alexandru Muntean

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

Reprezentanții Antreprenorului:

Serghei CIOBANU

Ion BEȘELEA



Anexă nr. 4
la procesul-verbal de recepție
la terminarea lucrărilor
din „16” 04 2024

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

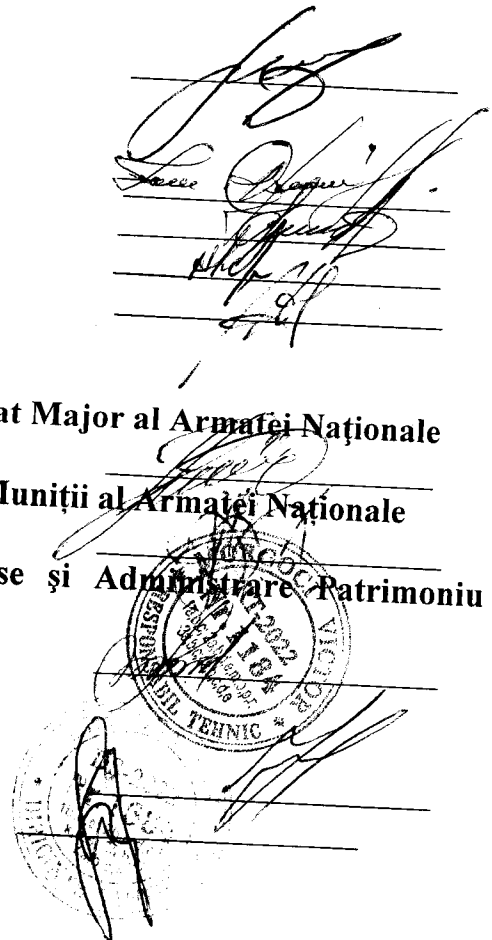
Nr crt	Denumirea	U/M	Cant	Preț (lei)	Suma (lei)
1.	Construcția valurilor de protecție din pământ, inclusiv construcția traverselor din beton armat	m ³	8100,00	-	7 589 903,93
2.	Reparația capitală a depozitelor: Nr. cadastral <u>4501216059.31</u> Nr. cadastral <u>4501216059.32</u> Nr. cadastral <u>4501216059.33</u> Nr. cadastral <u>4501216059.34</u>	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 aer 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 Direcției 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 in black ink, each placed over a horizontal line. There are also several official circular stamps. One prominent stamp is from the 'CENTRUL DE ARMAMENT ȘI MUNIȚII AL ARMATEI NAȚIONALE' with a date of '16.04.2024'. Another stamp is from the 'AGENȚIA ASIGURARE RESURSE ȘI ADMINISTRARE PATRIMONIUL MINISTERULUI APĂRĂRII'. The signatures and stamps are arranged vertically, corresponding to the names listed on the left.

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.
8. Obiectele străine și gunoiul trebuie să fie înlăturate de pe acoperiș în rezultatul examinărilor profilactice.
9. Nu se permite formarea congestiilor de gunoi și praf pe învelitoare. Aceasta duce la dezvoltarea vegetației pe învelitoare, ceea ce poate duce la încălcarea continuității covorului de acoperire.
10. La instalarea pe covorul de acoperire a scărilor temporare este necesar de utilizat garniture de lemn.
11. 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.
12. În locurile unde se efectuează trecerea persoanelor (mai des de 2 ori pe lună), trebuie să fie așezate treceri pietonale.
13. 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 șorturilor 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 **lopeti, 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 pîniilor 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.

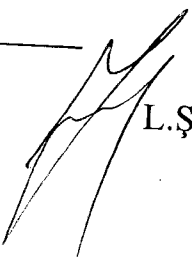
Pentru lucrările îndeplinite, conform contractului nominalizat, se stabilește termenul de garanție de bună execuție de la recepția la terminarea lucrărilor, după cum urmează:

- 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.