

Template EPC





AFB.22.02 Administrative instructions yyy-mm-dd.doc

## **Template EPC-project in Moldova**


**Published by  
NN**

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**AF ADMINISTRATIVE INSTRUCTIONS**

**AFA GENERAL ORIENTATION**

**AFA.1 Personal data**

**AFA.11 Owner**

NN  
Address

**AFA.12 Employer**

See AFA.11

**AFA.121 Employer's representative during tender period**

Employer's representative during tender period is:  
Name: A:N:Other  
E-mail:

**AFA.122 Employer's contact for visits to the site**

Visits to objects that form part of the competence and creativity test are to be carried out according to the schedule in the letter of invitation distributed after completed qualification. The letter of invitation will contain contact data. Object in question is a property: NN

For visits to other parts of the work area plus verification of available data according to AFB.3, third paragraph, contact:


Name: NN  
Tel: x  
E-mail: NN

**AFA.151 Services provider - water and sewage**

X  
X  
X  
X

**AFA.152 Services provider - heating**

X  
X  
X  
X

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#### AFA.154 Services provider - cooling

X  
X  
X  
X

#### AFA.155 Services provider - electricity

X  
X  
X  
X

#### AFA.21 General information on the assignment

The project concerns project development; preliminary investigation, project execution; project design and execution plus project follow-up of employer's real estate according to document AFB.22.04.4 List of properties.

The contract "Principal Agreement for EPC" will be entered into by the contractor and the employer for an assignment extending to a maximum of three phases:

##### **Phase 1: Project development; studies**

The appointed contractor shall, within two weeks of the contract being signed, initiate Phase 1, preliminary investigation, to clarify in detail the energy saving measures that can be gainfully employed. The preliminary investigation shall also establish the costs of project execution to realise these proposed measures in Phase 2, training needs and follow-up model.

An agreement based on ABT06 will be entered into with the employer for this Phase.

##### **Phase 2: Option for Project Execution; project design and execution**

Phase 2 concerns project design and execution of agreed measures. This phase also involves necessary measures that must be taken to safeguard follow-up and the long-term effects of the capital expenditure.


Phase 2 is a unilateral option for the employer and can involve the employer executing all or part of the measures taken up in Phase 1 in another manner.

An agreement based on ABT06 will be entered into with the employer for this Phase.

##### **Phase 3: Option for Project Follow-up**

Phase 3 is a unilateral option for the employer.

Phase 3, involves, after the execution of measures in Phase 2, the buildings being run and managed by the employer's own personnel or by a service organisation engaged by the employer. This is to be with the support of the contractor in an efficient manner to maintain the function of existing facilities and facilities provided in Phase 2. The operative model drawn up and established in Phase 1 plus the operation and maintenance instructions drawn

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up in Phase 2 must be followed. The contractor shall inform the employer continuously of total savings that have been made.

An agreement based on ABFF04 will be entered into with the employer for this Phase.

### Call for Option in Phases 2 and 3

Once the Employer, as a result of the Contractor's commitments in Phase 1, has received the project development report in the prescribed format, the Employer will provide information within four months concerning calls for option in Phases 2 and 3.

## AFA.22 Location of the site

The object is located in the town of NN. Its location can be found in AFB.22.04.4 List of properties.

## AFA.4 Definition of concepts

The following concepts are used in these administrative instructions with the specified definition:

Phase 1 = Project development

Phase 2 = Project execution

Phase 3 = Project follow-up

Reference value = Value in Lei or MWh established in Phase 1 prior to a measure being taken in normal ambient temperature/a normal year that is used as a reference to which the result is compared.

Reference value group = A number of reference values need to be "packaged" into a reference value group since the measures taken in a building or group of buildings impact on heating, electricity and water consumption as a total.


Saving = A cost reduction in Lei in normal ambient temperatures/a normal year.

Reference price before Phase 2 = The variable price established in Phase 1 before a measure is implemented. This should cover the parts of the media price that can be affected including fees for energy, flow, effect and taxes.

Reference price after Phase 2 = The variable price established in Phase 1 after a measure is implemented (e.g. during a conversion). This should cover the parts of the media price that can be affected including fees for energy, flow, effect and taxes. The reference price after Phase 2 is to be used during Phase 3 when recalculating reference values plus in the calculation of incentives or penalty related to achieved savings.

Operating efficiency = Work that is intended to reduce the use of media while the agreed indoor climate is maintained in the relevant residences and premises.

Total annual saving = The sum of all the savings projected by the contractor after the preliminary investigation carried out in Phase 1 as a result of proposed energy saving measures.

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Penalty for not achieving saving = A penalty for that part of the achieved savings that falls below the total annual saving.

Incentive = An incentive given, at an agreed rate, to the contractor for the achieved savings that exceed the total annual saving.

Good statistics = Relates to when at least 20 of 24 months' media consumption is available for electricity and district heating plus when 2 years' media consumption is available for water.

Follow-up methodology = Covers working method, procedures, calculation method, report models for monthly reports, annual reports, method of making weather adjustments, verification methods, handling activity revisions plus others.

Ceiling price = Employer and contractor agree on the prime cost principle (costs plus overheads and profit) above which remuneration must not exceed a certain amount, the so-called ceiling price. The employer shall only pay actual working costs and is also guaranteed that a certain amount is not exceeded. The contractor shall bear all the costs that exceed the agreed ceiling price adjusted with the agreed ceiling price for alterations and additions.



Straight pay-off period = Ceiling price for Phase 2 divided by the value of the total annual saving.

Calendar year = Period from January 1st to December 31st the same year.

DDC = Direct Digital Control, collective noun for DUC/PLC

PS = Parent system for remote monitoring, which includes functions for handling time channels, alarms and trends as well as dynamic processes, impact on reference values, etc.

m<sup>2</sup> Atemp = Building area that is heated

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## **AFB INSTRUCTIONS RELATED TO PROCUREMENT**

### **AFB.11 Tendering procedure**

#### **Sub-contractors**

The contractor guarantees that only companies that have fulfilled their charges and tax commitments are engaged as suppliers and sub-contractors of goods and services for this contract.

The employer will request information from Tax Offices with regard to the companies engaged by the contractor. Information regarding registration and payment of VAT, payroll taxes, tax notice for self-employed and any tax debt may be requested. Information will be obtained in conjunction with the procurement and continuously during the construction and include contractors and suppliers at all levels.

### **AFB.12 Form of contract**

The form of contracts for Phases 1 and 2; preliminary investigation, project design and construction are design and construct contracts. The form of contract for Phase 3, project follow-up is a property management contract

### **AFB.13 Method of remuneration**

The method or remuneration shall be as follows.

Phase 1: Fixed price (Lei/m<sup>2</sup> A-temp X m<sup>2</sup> A-temp) without index-linking.

Phase 2: Costs plus overheads and profit (the prime cost principle) with ceiling price. Ceiling price established during Phase 1 with index-linking.

Phase 3: Fixed price (Lei/m<sup>2</sup> A-temp X m<sup>2</sup> A-temp) with index-linking.

### **AFB.15 Conditions of tender**

The following conditions apply to the tender:

One tenderer will be engaged to carry out Phase 1.

### **AFB.21 Provision of tender documents**



Tender documents are provided in digital format via [www.xxxx.yyy](http://www.xxxx.yyy)

### **AFB.22 List of tender documents**

The tenderer is obliged to check that a complete set of tender documents according to the list has been obtained.

Certain instructions for Phase 3 can also be found in document AFB.22.08 Special directions also given in this document AFB.22.02 Administrative instructions for clarifying contractor's total commitment.

**The Basis of Tender consists of the following documents:**

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0 Contract agreement form of Principal Agreement for EPC project Date. yyyy-mm-dd

**Basis of Tender related to the Design and Construct Contract**

00 .1 Contract agreement form of Agreement for Phase 1 Date. yyyy-mm-dd

.2 Contract agreement form of Agreement for Phase 2 Date. yyyy-mm-dd

.3 Changes of ABT 06 as listed under AFD.111

01 ABT06 General Conditions of Contract for Design and Construct contracts

02 Administrative instructions Date. yyyy-mm-dd

03 Specifications

.1 Specification for project development report Date. yyyy-mm-dd

04 Other documents

.1 Tender form Date. yyyy-mm-dd

.2 Calculation model for weighting of criteria for determining the most economically advantageous tender Date. yyyy-mm-dd

.3 Calculation model for volumetric weighting of average contractor's fee Date. yyyy-mm-dd

.4 List of buildings, Excel-sheet, columns A-D Date. yyyy-mm-dd

.5 Information regarding the competence- and creativity test Date. yyyy-mm-dd

.6 Excel-sheet displaying the calculations of energy savings as a part of project development report and the calculations of actual annual energy savings, columns E-CW Date. yyyy-mm-dd

.7 Design manual, technical and quality standards Date. yyyy-mm-dd

.8 Definition of major divergence of indoor climate and routines related to rectification of defects during the guarantee period Date. yyyy-mm-dd

.9 Previously conducted technical investigations Date. yyyy-mm-dd


.10 Environmental- and Quality Plans Date. yyyy-mm-dd

11 Energy prices Date. yyyy-mm-dd

12 Marking and display of installations Date. yyyy-mm-dd

.13 Drawings, instructions for operation and maintenance etc. (not enclosed) These documents, the extent available, will be made available to tenderers on request.



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### Basis of Tender related to the Work in Property Management Contract

05	Contract agreement form of Agreement for Phase 3	Date. yyyy-mm-dd
06	ABFF 04 General Conditions of Contract for work in Property Management and Facility Management	
07	Aff Definitions 04	
08	Special directions for Phase 3	Date. yyyy-mm-dd
09	Specification of contract work Phase 3	Date. yyyy-mm-dd
10	Other documents	
	.1 Tender form, document AFB 22.04.1	
	.2 List of buildings, document, AFB 22.04.4	
	.3 Excel-sheet displaying the calculations of energy savings as part of project development report and calculations of actual annual energy savings, document AFB 22.04.6, columns CX-ED	
	.4 Definition of major divergence of indoor climate, and routines related to rectification of defects during the guarantee period, document AFB.22.04.8	

The papers included in the tender documents that give an account of the object before change are based on old drawings and descriptions of incomplete investigations. Deviations between documents and existing versions can therefore occur.

#### AFB.23 Supplementary tender documents

If the tenderer should find the tender documents to be unclear in any respect, queries should be made in writing to the employer's representative AFA.121.

In order for supplementary information to be enforceable against the employer, it must have been submitted in writing by the employer's representative

The employer shall submit similar and written responses to all tenderers.

The last day for inquiries regarding the tender documents is yyyy-mm-dd.



Responses to these inquiries will be tenderer to hand at the latest yyyy-mm-dd.

#### AFB.24 Submission of tender documents

The tender document need not be returned.

#### AFB.3 Tendering

Before placing a tender, it is assumed that the tenderer has been on site to gain the necessary knowledge of the object and existing operations, with the aim of being aware of the prevailing conditions for the execution of Phase 1.

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If the tenderer finds such a condition that is considered to have a direct impact on the execution of the contract, the employer must be notified in writing.

The time for the site visit shall be agreed with the person stated in AFA.122.

A competence and creativity test in a property is included in the competitive tendering. A schedule for the inspection of the property is included in the Invitation letter. Project development is to be carried out on the property. In this way, the tenderers can prove their competence and creative ability. The result of the test should have a disposition according to document AFB. 22.03.1 Description of project development report. A straight pay-off period of X years shall be applied in the report. The energy prices applied in the competence and creativity test is what is specified in Document AFB.22.04.5, Information regarding the competence- and creativity test.

### **AFB.31 Tender form and content**

The tender shall be submitted in writing and follow document AFB 22.04.1 Tender form.

All prices shall be given in Moldavian Leu (MDL) including value added tax. The tender shall be written in Moldavian.

The tender shall be submitted in paper format in 5 copies, one marked original and 4 copies of the same document.

Remuneration to the tenderer for submitted tender will not be paid.

Absolute tender confidentiality applies until a decision has been made and notified on the selection of contractor. Tenders and other component data are thereafter normally made public.

The fact that a tenderer has requested confidentiality is not, however, a guarantee that the data in question, after consideration, can be regarded as being covered by confidentiality.

If the tenderer considers data that has been submitted with the tender to fulfill what is required for commercial confidentiality, it should be requested in writing giving a precise description of the information in question and what damage could be caused to the tenderer if the data be revealed after the assignment has been made.

### **AFB.311 Main tender**



The tender shall be submitted entirely in accordance with the tender documents. Otherwise, the tender will be disregarded.

### **ABF.32 Expiry of tender period**

The tender shall be the employer to hand at the latest yyyy-mm-dd.

### **AFB.33 Tender validity period**

The tender validity period shall be 100 days from the day of expiry of the tender period. However, in the event of a reviewal of the tenders, its validity shall be extended, without the special request of the employer calling for an extension, to 15 days after such a judgement has fallen.

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### AFB.34 Address

Sealed tenders with requested tender supplements are to be submitted to NN in accordance with AFA.11.

Envelope and tender shall be marked: "Tender EPC-project in NN"

NB! Tenders submitted by fax or e-mail will be regarded as invalid and will be unconditionally disregarded.

In cases where the tender is submitted in person or via a representative, this must be done in the reception at the following address XX, which is open weekdays between tt.mm and tt.mm.

### AFB.4 Opening of tenders

The opening of tenders will take place as a closed opening where only the employer's representatives will be present. Tenders will be opened as soon as is possible after the tender expiry date.

### AFB.51 Investigation of tenderers

Tender candidates have been investigated according to the criteria published in the Invitation and the procurement announcement.

### AFB.52 Tender evaluation criteria



The financially most advantageous tender will be accepted with regard to the following evaluation criteria and weighting (degree of priority):

1. Project organisation and plan of execution for the object 15 %
2. Competence and creativity test 25 %
3. Financial 60 % , distributed as follows:
  - Contractor fee Phase 2: 53 %
  - Remuneration Phase 1: 5%
  - Remuneration Phase 3: 2 %

#### 1. Project organisation and plan of execution for the object

The tenderer shall show how the project is intended to be executed by accounting for the project organisation and the plan of execution as follows.

- The tenderer shall submit an organisation chart for Phases 1, 2 and 3 as well as account for personnel (key individuals) according to tender form AFB.22.04.1, competence (training and professional qualifications or corresponding data). The names of the key individuals and sub-contractors the supplier can engage to carry out the work, irrespective of whether they are part of the company or not, shall be accounted for (i.e. named organisation that can vary after time). The level of detail shall be such that it is possible to read which key individuals can be used for the disciplines heating system, ventilation system, control and regulation system, electrical systems, lighting systems and building envelope.
- The tenderer shall submit a plan of execution according to the following.
  - ⌘ Resource and activity based time schedule for Phase 1
  - ⌘ Detailed description of respective activity during Phase 1.

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- ☒ Activity based plan for Phase 2
- ☒ Detailed description of respective activity during Phase 2.
- ☒ Resource and activity based plan for Phase 3
- ☒ Detailed description of respective activity during Phase 3.

Points assessment will be based on compliance with requirements as follows.

- To what extent the prescribed information is present.
- The clarity of the organisation chart and the account of the type of organisation required for the present object.
- Relevant training for the key position to which each key individual is designated.
- Professional qualifications for each key individual in the form of years of experience in the same key position for other EPC projects or equivalent energy efficiency projects.
- The clarity of the plan of execution and the account of the activities required for the present object.
- Degree of detail, clarity and relevance in the description of activities.



Points assessment of criterion 1	Points
Corresponds to employer's requirements being met in full as above	4 P
Corresponds to employer's requirements as above but with marginal non-conformity	3 P
Does not correspond to employer's requirements as above.	2 P
Does not correspond to employer's requirements as above and has considerable non-conformity	1 P

## 2. Competence and creativity test

Applying a straight pay-off period of X years.

The competence and creativity test shall result in the descriptions below and will be assessed according to the following:

- Description of conditions according the AFB.22.03.1 Chap. 1.  
 Points assessment will be based on compliance with requirements as follows.
  - ☒ To what extent the prescribed information is present, with respect to items 1.1, 1.2 and 1.3.
  - ☒ To what extent the submitted information corresponds with actual facts, with respect to items 1.1, 1.2 and 1.3
  - ☒ Degree of quality assurance for the reported method of establishing reference values and calculating savings plus to what extent the prescribed information has been submitted with respect to item 1.4.
- Description of measures according the AFB.22.03.1 Chap. 2.  
 Points assessment will be based on compliance with requirements as follows.
  - ☒ To what extent preliminary investigations have been carried out and measures reported for the occurring installations

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and building envelope.


- ☒ Degree of detail and clarity in descriptions of proposed measures.
  - ☒ Degree of creativity in finding and proposing profitable energy-saving measures.
- Description of the result of proposed measures according the AFB.22.03.1 Chap. 3. Items 3.3 and 3.6 are excepted.  
 Points assessment will be based on compliance with requirements as follows.
  - ☒ To what extent the prescribed information is present.
  - ☒ Degree of quality assurance for the reported method of following-up energy savings and requirements on indoor climate.
  - ☒ To what extent the prescribed straight pay-off period has been followed.
  - ☒ The number of energy savings with the prescribed pay-off period.

Points assessment of criterion 2	Points
Corresponds to employer's requirements being met in full as above	4 P
Corresponds to employer's requirements as above but with marginal non-conformity	3 P
Does not correspond to employer's requirements as above.	2 P
Does not correspond to employer's requirements as above and has considerable non-conformity	1 P

### 3. Financial

Criteria:	Percentage:	Points:	Ground for assessment:
Phase 2: Contractor fee N o t e	53	1-4	Linear application of points in relation to the lowest percentage (see note 1) - Lowest percentage gives 4 points - Percentages equal to or greater than 80 % over the lowest tender gives 1 point
Remuneration Phase 1:  N o	5	1-4	Linear application of points in relation to the lowest m <sup>2</sup> price - Lowest m2 price gives 4 points - m2 price equal to or greater than 200 % over the lowest m2 price gives 1 point
Remuneration Phase 3:  1 .	2	1-4	Linear application of points in relation to the lowest m <sup>2</sup> price - Lowest m2 price gives 4 points - m2 price equal to or greater than 200 % over the lowest m2 price gives 1 point

Of the percentages submitted by the tenderer in the tender form, a volume weighted average percentage will be calculated for each tenderer. The lowest percentage is the lowest volume weighted average percentage. Volume weighting is based on the specified project volumes.

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### **AFB.53 Notification on decision on evaluation of tenders**

All tenderers will receive written information on the employer's decision. Neither the decision nor any information on it comprises an acceptance of the winning tenderer's tender. Binding agreement will only be valid once the procurement contract, i.e. the written agreement, has been signed by both parties.

### **AFB.54 Cancellation of procurement**



The procurement may be cancelled in the following circumstances:

- The tendered prices are obviously too high or the submitted tenders for some other reason appear to be obviously unsuitable.
- The fundamental conditions for the procurement have changed considerably during the tender period.

In addition to these reasons, the procurement can also be cancelled due to other objectively justified reasons.

If the procurement is cancelled, the employer will notify all tenderers of the decision and the reasons for it in writing.

If the procurement is cancelled, the tenderers will not have the right to compensation for tender calculation or any other costs involved with taking part in the procurement.

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## AFD CONDITIONS OF CONTRACT FOR DESIGN-BUILD CONTRACTS

The “General Conditions of Contract for Building and Civil Engineering Works and Building Services for design and construct contracts, ABT 06” shall apply for the contract.

### AFD.1 Scope

The contract comprises an EPC project according to the description in AFA.21, documents specified in AFB.22 and should be carried out in full compliance with current legislation and regulations plus instructions and directions issued by authorities. In addition, the following main functional requirements apply to the EPC project.

The use of energy plus costs for its supply shall be reduced. This should be achieved with technical construction and installation upgrades to existing properties that will thereby contribute to a reduced use of media and also an improved indoor climate. These measures of reducing the use of energy must not result in increased costs for operation, service and maintenance but the aim should be to reduce the costs also in these respects. Furthermore, the efficiency of users of the premises should be considered when working on proposed measures.

The EPC project shall be carried out with a straight pay-off period for the agreed total ceiling price for Phase 2 of maximum X years.

The total annual saving that is a result of the measures being taken shall be used when calculating the straight pay-off period. No capital expenditure on an individual property should have a longer straight pay-off period than X years.


Technical measures shall, within the framework for defined indoor environment, reduce the cost of energy consumption in the properties so that savings within the straight pay-off period finance the project.

The indoor climate shall be maintained or improved in the buildings' various premises. The indoor climate includes the interior environmental factors: air quality, thermal climate, sound, radon and light.

Where measures have been implemented during Phase 2, the agreed values of the interior environmental factors shall be met while energy consumption, calculated for each year, does not exceed the agreed energy consumption.

### AFD.111 List of changes in ABT 06

Definitions and notes	according to AFD.117
Chap. 1 § 6	according to AFD.114
Chap. 1 §§ 6, 8	according to AFD.116
Chap. 1 § 11	according to AFD.118
Chap. 1 § 13	according to AFD.119

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Chap. 2 §§ 3, 6, 7	according to AFD.23
Chap. 3 § 2	according to AFD.321
Chap. 3 § 3	according to AFD.322, AFD.323
Chap. 5 § 3	according to AFD.511
Chap. 5 §§ 5, 6, 17, Chap. 7 § 11	according to AFD.5, AFD.58
Chap. 5 § 23	according to AFD.54, AFD.543
Chap. 6 § 19	according to AFD.626
Chap. 6 § 20	according to AFD.627
Chap. 7 § 9	according to AFD
Chap. 8 §§ 1.2, 3	according to AFD.8

#### **AFD.114 Responsibility for information**

With the amendment of ABT 06 Chap. 1 § 6 stipulated in accordance with text in AFD.241.

#### **AFD.116 Functional responsibility for certain technical solution prescribed by the employer or otherwise demanded**

With amendment of ABT 06 Chap 1 § 6 and Chap 1 § 8, it is stipulated that the contractor has the functional responsibility for certain technical solution prescribed by the employer or otherwise demanded.

#### **AFD.117 Definitions and notes**

With amendment of the definition of terms with annotations, the following will apply.

Regarding Statutes, the following shall apply:  
act, ordinance or other binding regulations as published in Moldavian building regulations.

The following applies to the Base Amount:  
Term deleted.

#### **AFD.118 Permits etc**

With amendment of the wording in the comment to Chapter 1 § 11 in ABT 06, the following formulation will apply:



By permits etc. as are required for the activities to be carried out after the completion of the Total Works is meant, for special statutes.

#### **AFD.119 Protection of document**

With amendment of the comment to Chapter 1 § 13 in ABT 06, the following formulation will apply:

Comment deleted



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### **AFD.121 The boundaries of the site**

The boundaries of the site will be established during Phase 2.

### **AFD.122 Inspection before the commencement of the work**

A common inspection of the site is to be carried out prior to starting work on Phase 2. The contractor is to call for the inspection and make a record of and photograph any observations that are made. If there is no record or documentation, it will be assumed that no damage has been found prior to work commencing.

### **AFD.131 Information on other contracts and other work**

The contractor shall enable the Employer to carry out other contracts during the contract period.

Information on the extent and planned points in time will be submitted to the Contractor continuously during Phase 2.

### **AFD.132 Working hours**

Depending on the type of work involved, the working hours should be adapted to impact on or obstruct activities as little as possible.

Normal working hours are 7 am – 4 pm on working days. Working hours for especially noisy work shall be agreed between the Employer and the Contractor in each individual case.

### **AFD.133 Current operation or activities within and near the site**

Activities of building residents/tenants will be taking place within or in the vicinity of the work site.

The Contractor shall carry out its work so that disturbance to the ordinary activities in the building are minimised.

The tenant shall have the opportunity during the contract period to perform person and goods transports to and from the properties. The Contractor is responsible for keeping the tenants informed of the contract works.

Work is to be planned and carried out in consultation with the Employer.


Smoking is prohibited in all utilities.

The Contractor shall follow local parking regulations.

### **AFD.134 Conditions regarding existing buildings**

The contract shall be carried out in the systems that supply the property and its tenants with media (heating, electricity, ventilation, water, etc.) and in its envelope. Interruptions to the media supply are to be planned together with and approved by the Employer.

The contractor shall especially take into consideration that work impacting on current activities is completed as soon as possible and is accurately scheduled

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in consultation with the Employer. The Contractor shall hereby take into consideration:

that the systems for electricity, data, alarms, ventilation shall be in service when activities so demand.

that the systems for heating and cooling shall be in service as activities require.

that system shut-downs are as short as possible and are announced in good time.

that evacuation routes are not blocked.

that property belonging to tenants and the Employer is well cared for.

that common areas are kept clean.

that entrances are kept free for the tenants' transports.

that necessary daily cleaning is done.

Provisional installations must not limit the use of common areas of communication.

Fire boundaries shall be maintained and provisional fire sealings shall be made during the contract period.

#### **AFD.14 Protection and safety regulations, etc.**

The work shall be carried out in accordance with current protection and safety regulations. The Contractor is responsible for his own employees being given the prescribed information and instruction in protection and safety. It is the obligation of the Contractor to arrange with his sub-contractors for their corresponding obligation for their employees.

#### **AFD.141 Protection and safety regulations for work within buildings, industries, rock chambers, etc.**

Perimeter protection and fire alarm systems must not disengage without the corresponding safety being arranged in another manner.


Marked evacuation routes must on no occasion be blocked.

#### **AFD.151 The person responsible for information from the Employer**

All contacts with mass media concerning this contract shall be made by the Employer's representative during the contract period.

#### **AFD.153 Information to property owners, residents, etc.**

During Phase 2, the Contractor, in consultation with the Employer, shall give advanced notification to users/residents concerning work being carried out and possible annoyances, such as dust, noise and accessibility in good time so that they can take any measures that are necessary.

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#### **AFD.154 Information to road owners, road authorities, etc.**

The contractor shall notify the road owner of work that may be an obstruction in traffic. The contractor shall keep informed of the times during which the road owner requires notification.

#### **AFD.161 Permits from public authorities**

With amendment of ABT 06 Chap. 1 § 11, regarding building permits, it is prescribed that the contractor should attend to and bear the cost of necessary building permits.

#### **AFD.163 Agreements, etc.**

The Contractor shall enter into the necessary agreements with owners of neighbouring properties, public authorities, etc., concerning access to neighbouring properties, roads and areas outside the work site that are needed for the execution of the contract and bear the costs this involves.

#### **AFD.171 Notifications to public authorities**

With supplements to ABT06 Chap. 1 § 11, the following applies.

Copies of applications and notifications submitted by the Contractor as well as permits or authorisations shall be submitted to the Employer.

#### **AFD.1851 CE marking of lifts, machinery and pressure equipment**

The Contractor shall arrange and bear the cost of CE marking (Conformité Européenne) of new components and components impacted by the remodelling.

CE marking shall be carried out and the declaration of conformity shall be in place two weeks before partial final inspection.

#### **AFD.187 Supplementary information regarding scope**

Where appropriate, the Contractor shall carry out painting of new ventilation ducts in all areas outside equipment rooms. Colours are to be approved by the Employer.



Where appropriate, external parts of air/air and air/water heating pumps are to be equipped with protection against vandalism.

If a change in an existing system impacts on the function of the system or other systems, the contractor shall take the necessary steps to reinstate the functions.

The contract also includes restoring existing buildings after removal and setting-forth of installations, pipelines and the like.

#### **AFD.2 Performance**

The Contractor shall check all dimensions against the actual conditions prior to the ordering of goods or the carrying out of works. The Contractor is

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responsible for all costs that arise as a result of deficient checking of dimensions.

The culture-historical marking and architectural values of buildings shall be considered when remodelling.

Within the framework of the all-in contract commitment, according to ABT06, the Contractor is responsible for there not being any follow-on damage caused to buildings and their installations as a result of the changes being made.

The indoor climate shall be verified in occupied zones. An occupied zone is defined as part of a room where demands on the interior climate must be contained. Occupied zone is the area of a room that is horizontally limited by the floor and a horizontal plane 1.5 m above the floor. Vertically, the zone is limited by a plane parallel to the boundaries of the room at a distance of 0.6 m from them, with the exception of external walls with windows, where the distance is 1.0 m.

When using low-speed devices, an exception will be made from the given definition by defining each device as an individual zone.

#### **AFD.21 Quality designation**

Quality designations specified in the tender documents apply as a minimum requirement.

As a supplement to ABT06 Chap. 2 § 9, it is prescribed that a change of the stipulated working method or stipulated product must not be made without the written approval of the Employer.

#### **AFD.221 Quality management**

The Contractor shall have a quality management system that complies with SS-EN ISO 9001:2008.

#### **AFD.2211 The person responsible for quality matters for the Employer**

The name of the person responsible for quality matters for the Employer shall be notified at the start-up meeting.

#### **AFD.2212 The person responsible for quality matters for the Contractor**


Notification of the person responsible for quality matters for the Contractor is given in the tender.

#### **AFD.2221 The person responsible for environmental matters for the Employer**

The name of the person responsible for environmental matters for the Employer shall be notified at the initial meeting.

#### **AFD.222 Environmental management**

The Contractor's environmental management system shall comply with SS-EN ISO 14001:2004.

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**AFD.2222 The person responsible for environmental matters for the Contractor**

Information on the person responsible for environmental matters for the Contractor is given in the tender. This person shall have experience of environmental coordination from previous assignments.

**AFD.2231 The Employer's quality and environmental management plans**

The Employer's quality and environmental management plans, document AFB.22.04.10, shall be followed during the contract.

**AFD.2232 The Contractor's quality management plan**

The Contractor shall submit to the Employer a description of the quality assurance and internal inspection that will apply during the project. Separate quality management plans shall be drawn up for Phase 1 and Phase 2 respectively.

The quality plan for Phase 1 shall be submitted to and approved by the Employer prior to starting the site analysis. The quality plan for Phase 2 shall be submitted to and approved by the Employer prior to starting the contract works.

**AFD.2233 The Contractor's environmental management plan**

The Contractor shall submit to the Employer an environmental management plan adapted for Phase 2.

The environmental plan shall be submitted to and approved by the Employer prior to starting the contract works in Phase 2.

**AFD.2242 Environmental auditing**

The contractor shall provide documentation and take part in environmental audits carried out by the Employer.



**AFD.23 Alterations and additions**

With amendment of ABT 06, Chap. 2 § 3, the Contractor is obliged but not entitled to carry out such alteration and addition prescribed by the Employer during the contract period.

The Contractor's obligation according to ABT 06 Chap. 2 § 6 to notify the Employer, shall be seen to be fulfilled only in the case notification has been made in writing.

The following applies as a supplement to ABT06 Chap. 2 § 6.7.

Work that entitles the Contractor to amend the ceiling price shall be considered to be requested only when ordered in writing. If this is not done, the Contractor shall in good time before the work is carried out make a written notification to the Employer that the work is thought to involve costs above the ceiling price. If the Contractor does not make such a notification before the work is carried out, the cost shall be included in the ceiling price.

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## AFD.241 Provision of documents and information from the Employer during the contract period

### Phase 1

In Phase 1, the Contractor will be given access to other data and documents such as operational and maintenance instructions, statistics, drawings, etc., as agreed in the extent they exist. The cost of any printing or copying is to be borne by the Contractor.

Certain documents giving an account of the objects before changes are based on old drawings and descriptions of incomplete studies. Deviations between documents and existing versions can therefore occur.

In the event of the Contractor considering supplementary studies to be necessary for the completion of Phase 1 due to the lack of necessary information or deficiency in the available data, such work shall be included in the contract work.

The Employer will not make any compilation or collation of data in the documents that are already available. Such work shall be included in the contract work. In the event of the Employer, for example, not being in possession of the necessary energy statistics or that existing statistics are deficient for establishing a reference value, the Contractor shall request data from the media supplier, analyse invoices for media or obtain data through measurements or alternatively energy balance calculations.

At the start of Phase 1, the Employer shall notify the Contractor of current and planned projects that can have an impact on the EPC project.

For premises/properties that can be affected by proposed measures, the Employer shall, during Phase 1, at the request of the Contractor, provide information concerning staffing (number of people), activities and hours of activity.

Applicable energy prices are those given in Document AFB.22.04.11 Energy Prices.


### Phase 2

In Phase 2, the Contractor will be given access to other data and documents such as operational and maintenance instructions, statistics, drawings, etc., as agreed in the extent they exist. The cost of any printing or copying is to be borne by the Contractor.

These documents giving an account of the objects before changes are based on old drawings and descriptions of incomplete studies. Deviations between documents and existing versions can therefore occur.

In the event of the Contractor considering supplementary works to be necessary for the completion of Phase 2 due to the lack of necessary information or deficiency in the available data, such work shall be included in the contract work.

The Employer will not make any compilation or collation of data in the documents that are already available. Such work shall be included in the contract work.

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## AFD.242 Provision of documents and information from the Contractor during the contract period

Within three weeks after the order, the Contractor shall provide:

### Phase 1

- Insurance certificate
- Time schedule
- Quality management plan

### Phase 2

- Insurance certificate
- Time schedule, also including operating efficiency
- Security in the form of a bank guarantee
- Quality management plan
- Environment management plan
- Health and safety plan

### The following applies during Phase 1.

At the start of Phase 1, the Contractor shall present a compilation showing the minimum requirements prescribed in current statutes, standards and directions for indoor climates in the rooms of buildings included in the project. This compilation shall be reviewed and agreement shall be made between the Contractor and the Employer concerning requirements on indoor climate that apply to the project.

#### Indoor climate

Radon content, ventilation noise and air velocity in rooms


Radon content, ventilation noise and air velocity in rooms in facilities being partially remodelled/changed must not be impaired during hours of activity in relation to the levels that prevailed before the contract. New levels shall be established for new installations according to current legislation and statutes. The levels above can be amended for individual buildings after agreement during Phase 1. Such an event shall be documented in the project development report.

#### Indoor temperature

Indoor temperatures shall be established during Phase 1 and documented in the project development report.

#### Carbon dioxide content in premises

Carbon dioxide content in facilities being partially remodelled/changed must not exceed levels that prevailed in Phase 1 during hours of activity. Exceptions are when the carbon dioxide content is below today's norm, when it can be

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increased to the norm of today. New levels shall be established for new installations according to current legislation and statutes.

#### Air change rate in residences

Air change rates per sq.m. in facilities being partially remodelled/changed must not drop below levels that prevailed in Phase 1 during hours of activity.

Exceptions are when the air change rate exceeds today's norm, when it can be reduced to the norm of today. This does not apply when an increased change rate is needed for radon remediation New levels shall be established for new installations according to current legislation and statutes.

#### Lighting

Light intensity in facilities being partially remodelled/changed must not drop below levels that prevailed in Phase 1 during hours of activity. Exceptions are when the light intensity exceeds today's norm, when it can be reduced to the norm of today. New levels shall be established for new installations according to current legislation and statutes.

The Contractor shall, within two months after the signing of the agreement for Phase 1, draw up proposals for detailed solutions for:

- Control, regulation and monitoring systems. The proposal shall include the interconnection of various possible systems, the connection of DDC to parent systems and the possibility of external operational optimisation, e.g. via a VPN tunnel or web interface. Computer systems shall be open and transparent so that the Employer's personnel or whomever the Employer appoints can review and work in the systems.
- Measuring strategy (energy meters). The proposal shall contain what is to be measured.
- Collecting readings. The proposal shall include those meters that are read automatically and their technical solutions as well as those that are read manually and their data input procedures.

Several of the solutions above can/should be integrated with each other and can be solved in many different ways. The Contractor shall therefore draw up various alternatives and price them so that the Employer can make a financially motivated decision concerning these decisive issues at an early stage in the project development.



#### Establishing reference values

The Contractor shall, within two months of the signing of the agreement for Phase 1, account for its method of establishing the reference values. The Contractor shall provide the Employer with equations, input data, assumptions, calculations, measurements, etc., for their review and approval.

#### Calculation of savings

The Contractor shall, within two months of the signing of the agreement for Phase 1, give an account of its method of calculating saving and provide the Employer with equations, input data, assumptions, calculations, etc., for their review and approval.



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### Verifying savings

The Contractor shall, within two months after the signing of the agreement for Phase 1, draw up proposals for various methods of verifying savings during Phase 3.

Examples of savings where methods of verification must be drawn up are:

- savings as a result of a reduction in energy consumption where good statistics are available (e.g. verification with consumption meters or via refilling statistics and soundings).
- savings on tariffs (e.g. verification via invoice control)
- savings as a result of conversions (e.g. verification via refilling statistics and soundings and/or measurement of conversion efficiency).
- savings as a result of the installation of electrical equipment (e.g. verification with instantaneous measurement or logs).
- savings which are verified with engineering calculations.

Negotiations are held with the Employer concerning various methods, degrees of detail, etc., for the verification of savings based on what the Contractor is working on, after which the methods can be established. The method of calculating changes in activities, temperature, etc., that impact on savings during Phase 3 must also be specified.

### Weather adjustment of savings


Savings that are dependent on the weather, i.e. affected by outdoor temperature, shall be specified in the project development report for a normal year. The outcome of these shall, during Phase 3, be adjusted with the relevant year's weather data.

### Follow-up methodology

The Contractor shall, within two months of the signing of the agreement for Phase 1, draw up proposals for follow-up methodology to be applied during Phase 3 and submit these to the Employer for review and approval.

Follow-up methodology shall comprise the following:

- Methods of calculation and working, plus procedures and computer support. The Employer shall be given full access to and insight in computer support, calculation models, calculations, etc.
- How monthly reports are to be made and handled. These shall contain volumes of consumption in the form of actual consumption, goals (according to total savings) and weather-adjusted consumption.
- How annual reports are to be made and handled. This should give, amongst other things, a total annual follow up of the project in the form of savings and consumption volumes, actual and weather-adjusted. The annual report shall contain a basis for calculation and calculations for incentives/penalties.
- Verification of savings according to the heading above.

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After carrying out site visits to the properties, the Contractor shall submit an account to the Employer concerning the proposed measures that have been ascertained. These measure reviews shall be done building by building. The account shall be in writing and shall be presented in separate measure reconciliation meetings.

In conjunction with these measure reviews, the Contractor shall also give an account of the following points. An account shall be given of the buildings for which proposed measures have been submitted and for the type of measure in question.

- How existing ventilation values meet with present demands.
- To what extent present levels of light intensity meet with prevailing minimum requirements according to statutes, norms and regulations.

Phase 1 shall be reported according to AFB.22.03.1 Description of project development report.

The report shall be submitted in four copies as well as digitally on CD.

Proposed measures shall be described in such a way that the extent is clearly indicated, including the choice of materials and manufacture. Within four weeks of the signing of the agreement on Phase 1, the Contractor shall give an account of proposed measures for a representative building.

The financial result from the project development report shall show that a straight pay-off time is not longer than X years.

During Phase 1, the Contractor shall make an inventory of the need of training for the Employer's personnel or the personnel of an administrative contractor, who, during Phase 3, will carry out supervision, care, maintenance and service (Aff Definitions 04) plus training of the tenant's personnel. The Contractor shall then present a training programme that is aimed at the Employer's personnel or personnel of an administrative contractor being able to maintain the facility without the presence of the Contractor so that a total saving is maintained. The Contractor shall also present a training programme for the tenant's personnel with regard to their ability to affect energy consumption.

**The following applies during Phase 2.**


When project designing and drawing up documents, the document AFB.22.04.7 Design manual, technical and quality standards shall be followed. Documents shall be written in the Moldavian language.

Project design shall lead to documents that clearly indicate the planned execution.

Two copies of each document, marked "REVIEW DOCUMENTS" shall be submitted to the Employer for review.

At least three working weeks will be required for the review of each relevant set of documents, which is why the documents shall be submitted in good time for any amendments and adjustments brought about by the review to be done without any inconvenience to the contract.

Only documents marked "CONSTRUCTION DOC." will be used for the execution of the contract.

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Health and safety plan shall be prepared and presented to the Employer before a building site is set up. .

Where appropriate, the Contractor shall draw up a demolition plan in accordance with the Planning and Building Act of Moldova.

At least two weeks before the start of the project, the Contractor shall provide the Employer with proposed control plans for internal control of the project design. These control plans are divided into the respective consult categories.

At least four weeks prior to the partial final inspection, the Contractor shall hand over "as-built" documents in digital format.

These documents are to be marked "As-Built DOC." by the Contractor.

In cases when the Employer lacks updated drawings of existing facilities, the Contractor shall draw up details for the "as-built" drawings.

Prior to the start of project design for remodelling, the Contractor shall, for the objects covered by measures whose results are dependent on airflow, verify the total airflows specified in current statutes agree with prevailing flows plus measure ventilation noise. Results shall be reported to the Employer.

In addition to the marking and signing of installations compliant with document AFB 22.04.12, additional signing shall be arranged to facilitate identification for error reporting of EPC project installations. The Contractor shall submit proposals to the Employer regarding the design of additional signs. The Contractor shall carry out the signing after the Employer's approval of the design.


In cases where measures have been taken in the ventilation system that according to current statutes involve a new airflow inspection, this must be included as part of the contract works. Inspection records shall be the Employer to hand two weeks prior to the partial final inspection.

Operation and maintenance instructions shall be drawn up to the structure and content according to trade standards. Requirement specifications "as-built" documents are notified in special coordination meetings during Phase 1. Instructions shall be written in the Moldavian language. In order to obtain approval at the partial final inspection, the operation and maintenance instructions must be the Employer to hand four weeks before the partial final inspection.

Procedures for error reporting, valid prior to the partial final inspections, shall be drawn up before the measures themselves have been implemented.

The Contractor should carry out reference value adjustments due to alterations and additional work and due to other amendments and hand over the calculations to the Employer for their approval.

The Contractor should, when reporting the ceiling price for alterations and additional work, also report if and to what extent the alterations and additional work impact on annual savings.

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### **AFD.2422 Filing of documents, etc.**

The Contractor shall file all documents for at least two years after the expiration of the guarantee period. The Contractor shall file all data files and electronic configurations from which the documents have been created for at least 2 years from the expiration of the guarantee period.

The Employer shall be able to obtain a copy of filed material at cost price within 5 days.

### **AFD.26 Goods, etc.**

The following applies regarding the utilisation of materials and residual compounds. Materials claimed by the Employer shall be marked by the Employer in Phase 1. The Contractor shall dismantle the marked materials and place them in designated areas.

Residual compounds and excess materials are to be transported to a waste and recycling plant arranged and paid for by the Contractor.

Waste separation shall be done according to document AFB.22.04.10 Environmental management plan.

### **AFD.267 Training and support**

Prior to the partial final inspection, the Contractor shall review the operational and maintenance instructions together with the Employer's personnel or personnel with an administrative contractor and provide the necessary training.

### **AFD.27 Notification of non-conformance, deviations or similar**

Notification according to ABT.06 Chap. 2 § 10 shall be in writing.

### **AFD.28 Sub-contractors**

A specified sub-contractor shall not be replaced without the written approval of the Employer.

The Contractor shall not engage consultants, sub-contractors or suppliers that are not registered in company, trade or association registers and/or are not registered for accounting and the payment of value added tax, withheld employee taxes and payroll taxes, provided that the sub-contractor or supplier is liable to registration.

### **AFD.311 The Employer's representative**

Employer's representative during the contract period is:


NN

Telephone: X

E-mail: X

### **AFD.312 The Employer's supervisor**

When appointed, the name(s) of the Employer's supervisor(s) will be announced.

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### **AFD.313 The Contractor's representative**

According to what is specified in the tender.

### **AFD.321 Initial meeting**

With amendment of ABT 06 Chap. 3 § 2, the following applies with regard to calls and record-taking. The Contractor shall call to the initial meeting and keep the minutes.

The minutes shall be presented to the Employer within four working days for verification.

### **AFD.322 Project design meetings**

Refers to Phase 1 and Phase 2.

With amendment of ABT 06 Chap. 3 § 3, the following applies with regard to calls and record-taking.

The Contractor is responsible for the organisation, coordination of calls and the minutes during the project design meetings. The Employer's project manager is to be called to these meetings.

The minutes shall be presented to the Employer within four working days after the meeting for verification.

The contractor shall draw up time schedules that are coordinated with the Employer. See AFD.41.

The project language shall be Moldovan.

### **AFD.323 Site meetings**

Refers to Phase 2:

With amendment of ABT 06 Chap. 3 § 3, the following applies with regard to calls and record-taking. The Contractor shall call to the meetings and keep the minutes.

The Contractor's site engineer and works manager shall be present at the site meetings.

The Contractor shall submit reconciliation of the time schedule at the latest the day before the site meeting.


The minutes shall be presented to the Employer within four working days after the meeting for verification

The Contractor shall submit to the Employer an agenda for the site meeting latest two days before the scheduled meeting.

The contractor shall draw up time schedules that are coordinated with the Employer. See AFD.41.

### **AFD.341 Design management**

The Contractor shall appoint a design manager with documented knowledge and experience.

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### **AFD.342 Labour management**

Labour management shall only be replaced after consultation with and approval from the Employer.

### **AFD.352 Testing**

The testing programme's execution shall be accounted for and approved by the Employer before testing starts.

The Contractor shall carry out testing to verify that set requirements have been met.

The Contractor shall in good time notify the Employer of the point in time of such testing that is specified in the contract documents.

Records showing approved values from prescribed testing shall be in place at partial final inspection and are a precondition for approval.

The Contractor is responsible for coordinated testing being carried out.

### **AFD.37 Site diary**

A site diary shall be made available for the Employer and be updated weekly. Site diary entries shall also be made during the guarantee period.

Diaries prescribed by public authorities shall be made separately.

### **AFD.41 Time schedule**

#### Phase 1

The Contractor shall draw up a coordinated time schedule for Phase 1. The time schedule shall be made available to the Employer at least three weeks after the signing of the agreement. The time schedule shall be resourced and account for the necessary working force at each point in time.


#### Phase 2

The Contractor shall at least three weeks after the call for the option for Phase 2 submit to the Employer the main time schedule with times for project planning, production, official inspections and partial final inspections.

The Contractor shall submit to the Employer the project design time schedule at the start of project design. In the schedule dates for delivery of documents that are to be reviewed and time period for the Employer's reviewing shall be indicated. Time period for reviewing shall be at least 15 working days. The Contractors shall answer the review notes given by the Employer within 10 working days from receipt of the same. Time for review handling shall be included in the project design period.

### **AFD.42 Commencement dates**

Contract works may be started within the work site, after consultation with the Employer, immediately after the signing of the agreement.

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#### **AFD.44 Completion dates**

The completion date for Phase 1 is agreed in the Agreement on Project Development.

The completion date for Phase 2 is agreed in the Agreement on Project Execution.

#### **AFD.45 Change in contract time**

Notification according to ABT.06 Chap. 4 § 4 shall be in writing so it can be quoted by the parties.

#### **AFD.461 Defects liability period for the Contract**

With amendment of ABT06 Chap. 4 § 7 regarding the length of the guarantee period, the following is prescribed.

Start time: For each object at the approved partial final inspection

End time: Five years after the last approved partial final inspection and the Employer's approval of the Total Works.

The contract guarantee covers work and materials as well as the agreed total savings.

The guarantee also covers materials or special goods prescribed by the Employer.

With amendment of ABT06 Chap. 4 § 7, regarding the length of the guarantee period, the following is prescribed.

In case the calendar year follow-up shows that the contracted annual savings are not achieved the guarantee period related to savings will be extended. The extension will be in place until the calendar year follow-up shows that the agreed total savings have been met. The guarantee period in this respect cannot, however, be extended for longer than X years from the point in time of the last approved partial final inspection and the Employer's approval of the Total Works.



A special guarantee, materials, goods and work performance shall apply for the following works:

- Roof coverings, at least 10 years
- Replacement windows, at least 10 years

A 10-year guarantee period applies to conditions that part of the documentation (quality management and environmental management documentation, minutes or "as-built" documents) has asserted be done in a certain manner and/or with a certain quality if at a later stage it should become evident that it was incorrectly described or reported.

#### **AFD.462 Special guarantee for goods**

The Contractor shall at least two weeks prior to the partial final inspection provide the Employer with materials and goods guarantee certificates according to the following instructions for the respective materials and goods. The guarantee certificate shall be issued to or transferred to the Employer.

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Felt roofs shall be guaranteed for 10 years

Windows and glass shall be guaranteed for 10 years

The Contractor shall otherwise hand over to the Employer the guarantee commitment according to branch practice from respective manufacturers.

## AFD.5 Liability and remedy of defects

With the amendment of ABT 06 Chap. 5, the following is prescribed.

The Contractor's aggregated compensation liability including agreed penalties is limited to 1.5 times the agreed ceiling price for Phase 2. This limitation does not apply if the compensation or penalty founding action is due to criminal intent or gross negligence.

As a supplement to ABT06 Chap. 5 § 5, Chap 5 § 6 and Chap 7 § 11 the following is prescribed.

If a fault should occur in work that through internal controls has been verified as being contractual, it shall be classed as a concealed fault for which the Contractor is strictly liable for 10 years from the start of the guarantee period.

With amendment of ABT06 Chap. 5 § 6 and with supplement to § 17, it is prescribed that if the agreed total savings have not been reached, it should be classed as a fault for which the Contractor is liable and should be rectified by Contractor at his own expense. This liability applies during the extended guarantee period according to AFD.461 second paragraph but at least during the liability period according to ABT06 Chap. 4 § 7.

It is also prescribed with amendment of ABT06 Chap 5 § 17 with regard to the rectification of faults that do not involve damage to the Contractor or significant inconvenience to the Employer, that such faults shall be rectified within at least two months from the inspection statement or when the written notification of faults was presented to the Contractor.

## AFD.511 Liquidated damages on delay

Delays will invoke a penalty of 0.5 % of the contract sum for Phase 1/day payable to the Employer for Phase 1 in the event of Phase 1 not being completed according the Agreement on project development.



Delays in the completion of Phase 2 will invoke a penalty of 0.02 % of the ceiling price for Phase 2/day. The penalty is maximised to 10 % of the ceiling price for Phase 2.

As supplement to ABT06 Chap. 5 § 3, the following applies:

If an inspection observation has not been rectified within two months after approved partial final inspection, the Contractor shall be liable to a penalty of 0.025 % of the ceiling price for Phase 2 per week or part thereof and per fault, counting from two months until the fault is considered to be rectified. The penalty is maximised to 10 % of the ceiling price for Phase 2.

With amendment of ABT 06 Chap. 5 § 3, it is prescribed that paragraph 2 shall not be applied.



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### AFD.5121 Liquidated damages regarding performance

Performance penalties are applied during the contract guarantee period for failed function/performance as well as for major deviations from the agreed indoor environment, per incident with 0.015 % of the ceiling price for Phase 2 per day if the fault persists from the fourth day after the Employer has reported the fault in writing and it thereafter is classed as an incident. Penalties will be due until the day the fault is rectified. The Contractor is deemed not liable for disruptions caused by interruption in the supply of media from an energy provider. Refer to document AFC.22.04.8 for a definition of major deviation and procedures.

Start times from when performance penalties may apply: For each object at the approved partial final inspection.

End time: Five years after the last approved partial final inspection and the Employer's approval of the Total Works.

### AFD.5122 Liquidated damages for not reaching savings

During the guarantee period or its extension according to AFD.461, a penalty will be invoked for not reaching agreed savings. Savings are reconciled per calendar year for each building or group of buildings and, where appropriate, the penalty is fixed for the entire property stock each year. A penalty will be due if the total saving according to the agreement on Phase 2 is not reached. Total saving is calculated by summing up all the savings.

If the level of total saving is not reached, the penalty will correspond to the failed energy saving in Lei, calculated with the fixed reference prices before Phase 2 with the exception of savings as a result of conversions. In the later cases (conversions), savings are calculated with the fixed reference prices after Phase 2. Start times from when penalties may apply: The point in time when January 1st falls immediately after the last approved partial final inspection and the Employer's approval of the Total Works.

End time: When the calendar year follow-up shows that the total saving has been reached according to the agreement for Phase 2.

The penalty stated for not reaching savings does not encroach on the liability to rectify defects according to AFD.5.



### AFD.522 Incentive for achieving savings over the agreed total saving

There will be an incentive for the first two calendar years of follow-up when the calendar year follow-up shows that the annual saving exceeds the agreed total annual saving.

Total saving is calculated by summing up all the savings.

The value of the savings is calculated using the fixed reference prices before Phase 2 with the exception of savings that are a result of conversions. In the later cases (conversions), savings are calculated with the fixed reference prices after Phase 2.

The value of the incentive is 40 % of the value with which the achieved annual saving exceeds the value of the agreed total annual saving.

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Any penalties that are due as described an AFD.5121 shall be subtracted from the incentive amount before payment.

### **AFD.523 Disposal of properties**

When a building or property is sold or demolished, its part of the annual saving shall be deducted and thereby, these buildings and properties will no longer be included in the calculation of incentives and penalties for not reaching agreed savings.

### **AFD.531 Inspection within adjacent area**

Inspection shall take place within the specified area and within the area the Contractor specifies, partly prior to starting work that can cause damage within the area, partly subsequent to completion.

The Contractor will secure permission from the owners of the affected area for access during the inspection and call to the inspection. The Contractor shall notify the Employer of a suitable time for the inspection.

The inspector shall be appointed by the parties jointly.

Compensation to the inspector will be paid by the Employer.

### **AFD.54 Insurance**

With amendment of ABT06 Chap. 5 § 23 regarding the insurance amount and excess, the following applies.

For comprehensive insurance, the excess is to be maximum **XXXXX**

For liability insurance, the insurance amount shall be at least **XXXX**

For liability insurance, the excess is to be maximum **XXXX**

Proof of renewed insurance shall be submitted to the Employer one week before the insurance expires.

### **AFD.543 Insurance of existing property**


As supplement to ABT06 Chap. 5 § 23, the following applies: The Contractor shall also, during Phase 2, take out comprehensive insurance for damages to the Employer as well as the tenants' existing property. The insurance amount must be at least **XXXX**. The insurance shall be primary in relation to the ordinary insurance cover of the property/activity.

The Contractor is liable for all Employer costs for replacement keys and, if necessary, replacement of the entire system in case of loss of keys or passes. The Contractor is liable to costs arising from blocking of lost passes and the manufacture of new passes. The Contractor is liable for any surveillance costs that arise in connection with the loss of keys/passes.

### **AFD.55 Responsibility for fire protection**

The Contractor's fire protection officer shall be named in the tender.

In addition to safety regulations for hot work in Moldova, the safety regulations compliant with the Employer's insurance terms also apply.

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The insurance terms shall be requisitioned from the Owner's representative according to AFA.121.

Procedures when carrying out hot work

Before any hot work is started, the property manager must be contacted for review and notation of the safety regulations. If it is not possible to reach the property manager, the Employer's technical manager or site manager can be contacted.

Procedures for shutting down the fire alarm.

When there is risk of false alarms due to the type of work being carried out, the affected alarm sections should be disengaged before starting work.

Any costs involved with false alarms can be borne by the executer of the work, if the executer has caused the false alarm.

When there is a risk of the fire alarm being triggered, the executer should get in touch with the property manager for shutting down the affected sections.

If it is not possible to reach the property manager, the Employer's technical manager or site manager can be contacted.

#### **AFD.551 Responsibility for hot work**

The Contractor is liable for hot work being organised according to the Employer's regulations. These shall be requisitioned from the Owner's representative according to AFA.121.

#### **AFD.58 Liability after the defect's liability period**

With the amendment of ABT 06 Chap. 5 § 6, the following applies:

For faults in internal control documents, the Contractor shall have strict liability for ten years.

The Contractor shall have liability for faults that appear after the guarantee period has expired if the fault is considered to have its ground in Contractor carelessness, irrespective of whether the fault can be considered significant.


#### **AFD.61 Remuneration**

The contract amount for Phase 1 is not index linked.

The contract amount for Phase 1 does not include any supplementary studies according to AFD. 241 last sentence in first paragraph under the heading Phase 1. Such studies are Additions for which current alteration and additional work regulations shall be followed.

Compensation for Phase 2 will be paid on a current account according to ABT 06 Chap. 6 § 9 with ceiling price. The ceiling price includes all costs including the contractor fee. Percentage for contractor fee according to submitted tender. The ceiling price for Phase 2 does not include any supplementary studies according to AFD. 241 last sentence in first paragraph under the heading Phase 2. Such studies are Additions for which current alteration and additional work regulations shall be followed.

Ceiling price, total, per building plus per installation discipline within the building, shall be fixed prior to start of Phase 2 and agreed in the agreement

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for Phase 2. The total Ceiling price should also include training. Ceiling price for training shall be fixed prior to start of Phase 2 and subject to agreement on Phase 2. The ceiling price shall not be index-linked.  
Should the Contractor's account of the prime cost of the contract suggest that they exceed the agreed total ceiling price, i.e. the agreed ceiling price for Phase 2 plus the agreed ceiling prices for necessary alterations and additional works, the remuneration for the contract work should be due to the agreed total ceiling price.

### **AFD.611 Remunerations for alterations and additions**

**The following applies for Phase 1.**

Remuneration for alterations and additional work shall firstly be paid according to the fixed price agreed in advance and secondly according to the prime cost principle. Percentage for contractor fee according to submitted tender.

**The following applies for Phase 2.**

Alterations and additional work shall be compensated according to the prime cost principal with ceiling price. The ceiling price includes all costs including the contractor fee. Percentage for contractor fee according to submitted tender. Ceiling price for alterations and additional works shall primarily be agreed before work starts.

Agreed ceiling prices will apply as a value for works deducted, in the form of whole building measures, separate installation discipline(s) per building or training. This is according to ABT 06 Chap. 6 § 6 first paragraph.

Conversion of the reference value due to alterations and additional works shall be included in the agreed ceiling price.

Remuneration for conversion of reference values due to work other than alterations and additional works will be 200.00 Lei/hr.

### **AFD.612 INCENTIVES**

Incentives are not index-linked.

### **AFD.62 Payment**

Payments will be made once a month at most.

Terms of payment - 30 days - counted from the day the Employer receives the invoice.



With amendment of ABT 06 Chap. 6 § 17, the following point in time applies to the payment of the invoice.

Invoice received by the Employer during the period June 20 – July 31 will be paid 45 days after reception.

### **AFD.622 Payment plan**

Payment will be due after invoice.

For Phase 1, invoicing may be done after the project development report has been submitted.

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The following applies for Phase 2.

Payment will be made after invoicing and after evaluation of works executed. The agreed ceiling prices should form the basis for evaluating the works executed.

Payment will be made according to the fundamentals in ABT 06 Chap.6 § 17 but with the following change in ABT06 Chap. 6 § 12 and Chap. § 12 third paragraph with respect to retained sum. In this respect the following applies. At least 10 % of the total ceiling price shall be retained until all notified defects found during the partial final inspection have been rectified and approved during re- inspection. At least 5 % of the total ceiling price shall be retained until the annual report shows that the total saving has been reached.

Before invoicing/payment is made, proof of surety according to AFD.631 and proof of insurance according to ABT06 Chap. 5 § 23 and AFD.54 shall be the Employer in hand.

After the contract period has expired and prior to invoicing 50 % of the retained sum held back, the Contractor shall account for the prime cost of the contract work.

Payment for adjustment of reference values for reasons other than alterations and additional works is on-going to separate invoicing.

#### **AFD.623 Advance payment**

Advanced payment is not allowed.

#### **AFD.624 Invoicing**

Invoices to be sent in one original. Invoicing is permitted only to take place once monthly. All invoices are to be marked with the name of the object and as follows. Any alterations or additional works approved and carried out during the payment period shall be invoiced or credited separately and be specified and given a special number for identification.

Invoices shall contain, amongst other things, Project Number, Project Name plus information on: size of ceiling price for each building, previously invoiced sum for the respective building, current pay-out per building and the remaining sum of the ceiling price per building to be invoiced.

Invoicing and payment shall be done directly via the appointed Contractor.

Payment will not be made before the Contractor has submitted to the Employer documentation for each phase according to AFD. 242.

Invoices to the Employer shall be sent to:


NN

Address

#### **AFD.626 Period of limitation**

With the amendment of ABT 06 Chap. 6 § 19, last sentence, the wording is change to:

Otherwise the Statute of Limitations of Moldova shall apply.

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### **AFD.627 Period of limitation**

With the amendment of ABT 06 Chap. 6 § 20, last sentence, the wording is change to:

Otherwise the Statute of Limitations of Moldova shall apply.

### **AFD.631 Surety to the Employer**

As supplement to ABT06 Chap. 6 § 21, the following applies:

Within three weeks of the signing of the agreement on Phase 2, the Contractor shall provide the Employer with a bank guarantee, with unlimited time of duration, according to ABT06, Chap. 6 § 21. For commitments in Phase 2, security shall be valid for a sum corresponding to 10 % of the ceiling price. The security shall be valid until notified defects in the guarantee inspection have been rectified.

If the Contractor fails to provide the Employer with the requisite security within the period specified in ABT06 Chap. 6 § 21, the Employer is entitled to withhold the Contractor's remuneration for completed contract work until the security has been provided.

The bank guarantee shall be drawn from a Moldovan bank.

A reservation of the security meaning the demand shall be approved by the Contractor, that there should be a legally binding judgement incumbent on the Contractor's obligation to pay, or other similar reservation will not be accepted by the Employer.

### **AFD.711 Plan for inspection**


Inspection of the contract work shall be carried out according to an inspection plan. An inspection plan shall indicate what is to be inspected and when the inspection is to be carried out, to a time schedule or coupled to an activity. The inspection plan is drawn up by the Contractor in consultation with the Employer and the inspector. The Contractor's proposal to inspection plan shall be handed over to the Employer at the same time as the production time schedule. Within the framework of the contract, the Employer is entitled to call for further inspections in addition to those specified in the inspection plan.

### **AFD.713 Final inspection**

The inspection shall be held on the completion of each object included in Phase 2. Each such inspection of a completed building is called a partial final inspection.

Conditions for approval of a partial final inspection are that

- all "as-built" documents, test records and other documents described below are handed over to the Employer.
- prescribed testing has been carried out and associated records with approved values have been handed to the Employer.
- prescribed operation and maintenance instructions have been handed to the Employer.

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- prescribed control documents shall have been handed to the Employer.
- public authority inspections have been carried out.
- a list of management objects (list of components installed during phase 2) has been handed to the Employer.
- and updated version of the reference values/savings calculations has been handed to the Employer.
- materials and goods guarantees have been handed to the Employer.
- documentation from CE marking.

The documents named above shall have been submitted to the Employer two weeks prior to the partial final inspection. Operation and maintenance instructions are excepted from the two-week period. These must be handed to the Employer four weeks prior to the partial final inspection.

At the time of the partial final inspection of the last object in Phase 2, the Contractor shall have carried out a final reconciliation of the readings regarding agreed requirements on indoor climate in all objects. The result shall be presented two weeks before the last partial final inspection.

Final approval of the contract for Phase 2 according to ABT 06 Chap. 7 § 12 is to be awarded at the completion meeting held after the approved partial final inspection of the last object.

The agreed training of the Employer's and tenants' personnel shall have been completed at this point in time.

In the event of the outside temperature exceeding -5°C at the time of the partial final inspection, an additional inspection must be made when this temperature requirement is met. Such an additional inspection does not constitute a hindrance to the approval of the partial final inspection or approval of the contract in its entirety.

#### **AFD.717 Re-inspection**

Re-inspection shall be held no later than two months after each partial final inspection if defects have been noted during that inspection.

The Employer calls to the re-inspection.


#### **AFD.719 Disqualification**

With the amendment of ABT 06 Chap. 7 § 9, the wording is change to:

A person who is appointed jointly by the parties as an inspector or who is to be a member of an arbitration inspection panel shall be unchallengeable; the question of disqualification shall be considered in the context of the relevant Administration Act of Moldova.

#### **AFD.8 Termination**

With amendment of ABT 06 Chap. 8, it is prescribed that § 1 item 10 will have the following wording:

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the use of the organisation of the Employer or the Contractor is required by the authorities in the event of war or danger of war.

With amendment of ABT 06 Chap. 8, it is prescribed that § 2 item 8 will have the following wording:


the use of the organisation of the Employer or the Contractor is required by the authorities in the event of war or danger of war.

With amendment of ABT 06 Chap. 3, it is prescribed that § 3 shall not apply.

## **AFD.9 Settlement of disputes**

With amendment of ABT 06 Chap. 9 § 1, it is prescribed that any contract dispute shall be settled in general Moldovan court in the Employer's place of residence and according to Moldovan law.



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## **AFH GENERAL FACILITIES**

The Contractor shall, at his own expense, provide necessary general facilities for his own contract, unless otherwise stated in this section.

### **AFH.1 Location of general facilities**

The location of the general facilities shall be determined in consultation with the Employer.

### **AFH.11 Layout drawing which is to be prepared by the Contractor**

The Contractor shall prepare a drawing for the location both of his own and other contractors' general facilities. The location shall be chosen so that unnecessarily long walking distances are avoided. If other contractors have been selected, the locations shall be chosen after consultation with them.

### **AFH.2 Site huts**

Due to the fire risk, site huts, containers, etc., must not be placed closer than 6 metres from buildings.

### **AFH.3 Temporary roads and hard areas**

Local safety regulations must be followed.

### **AFH.32 Temporary roads and hard areas which will be provided**

The Contractor is entitled to the use of trafficable roads and hard areas as long as this does not hinder the work of others. Maintenance of these roads and hard areas will be provided.

The Contractor will be provided with a temporary trafficable road to site huts and also maintenance of the road.

The Contractor will be provided on request with other necessary roads and hard areas at a reasonable cost.

The Contractor is liable for all damage that is caused by his traffic to existing manholes, cables, paths and roads plus parking areas and the like.



### **AFH.4 Temporary electricity supply and water and sewerage services, etc.**

The Contractor may use permanent services for electricity and water and sewerage during the contract period as long as there is available capacity.

### **AFH.51 Protection of the works**

The work shall not be carried out in weather which can cause damage unless adequate protective measures are taken.

The Contractor shall protect his own finished work if it can be damaged by wear and tear during the contract period.

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The Contractor shall plug or provide a protective cover for his own open pipe ends, ducts, etc., as a protection against dust and foreign matter. The Contractor shall protect his own open pipe ends, etc., against damage.

The Contractor shall make sure that goods stored by them or facilities which they have erected do not obstruct access to, or hide, shut-off and inspection devices, fire hydrants, fire alarms, inspection chambers, manholes, electricity distribution boards, reference points, etc.

### **AFH.52 Protection of cables, pipelines, reference points, etc.**

The Contractor shall protect specified cables, pipelines, inspection chambers, manholes, fire hydrants, reference points, etc., from damage as a result of his own work.

The Contractor shall ask the owner of a given cable or pipeline to indicate the position on site before work which can damage the cable or pipe and discuss suitable protective measures.

If a cable, pipeline, etc., which has not been specified is found, the Contractor shall consult the Employer, and in relevant cases the owner of the cable, pipeline, etc., in question, as to necessary action.

### **AFH.53 Protection of vegetation**

To avoid damage, the Contractor shall protect trees, bushes and other plants which are to be preserved.

### **AFH.55 Protection of property**

The Contractor shall protect existing buildings or facilities or part thereof against damage caused by his own work. The Contractor shall protect the Employer's and tenants' property against damage caused by his own work.

### **AFH.56 Temporary enclosures**


Enclosures during the contract period shall be erected to the extent and in the manner required by insurers or public authorities.

### **AFH.61 Scaffolding, etc.**

The Contractor has the right to use the stationary scaffolding, gangway, loading bay, etc., erected by someone else as long as this does not hinder that person's own work.

The Contractor shall grant the corresponding right regarding stationary scaffolding, gangway, loading bay, etc., which he has erected.

Scaffolding shall be placed and erected so it does not hinder access and evacuation. The Contractor will procure and bear the cost of necessary scaffolding for the execution of the contract.

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## AFH.62 Arrangements for labour safety, health and welfare.

If the Contractor takes hazardous substances onto the site, or carries out work which gives rise to risk for health or accidents, he shall inform the person responsible for the coordination of labour safety health and welfare in advance, and also arrange necessary protection

If the Contractor finds hazardous substances in connection with dismantling or demolition work, he shall inform the person responsible for co-ordination of labour safety, health and welfare, and also arrange necessary protection.

If the Contractor dismantles common safety devices or parts of these because of his own work, he shall

- report this to the person responsible for the co-ordination of labour, health and welfare.
- if necessary arrange for the erection of temporary safety devices.
- restore the safety devices immediately after completing the work.

## AFH.71 Lifting devices

Lifting device refers here to permanent lifts which are used during the contract period, hoists, winches, portable worksite cranes, or similar devices, building hoists and also track-bound mobile cranes or stationary cranes.

The Contractor has the right to use lifting devices erected by someone else as long as this does not hinder that person's own work. If the use of an operator controlled lifting device is required outside normal working hours, the Contractor will be provided with an operator at a reasonable cost.


The Contractor shall grant the corresponding right regarding lifting devices which he has erected.

The Contractor shall clad permanent lift cages wholly with protective material to make good any damage that may arise in use.

Hereby, exchange of components and cleaning of all parts belonging to the lift is referred to.

## AFH.81 Measuring equipment

Testing and checking of instruments and additional equipment shall be carried out according to current industry standards. Instruments and other measuring equipment shall be adjusted to the degree of accuracy which the stipulated tolerance requirements demand.

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## AFJ GENERAL WORK

The Contractor shall provide, at his own expense, necessary general work for his own contract unless otherwise stated in this section.

### AFJ.111 Openings for transport

The Contractor shall inform the Employer, without delay, about goods which cannot be taken in on the available access roads. The information shall include the external dimensions of the goods including packing, weight, and where they shall be placed.

The necessary transport openings for own work are to be arranged and costed by the Contractor.

### AFJ.3 Preforming of holes, etc., hole-making and filling

Pre-forming of holes, etc. and hole-making in concrete, load bearing structure and prefabricated elements shall be carried out in accordance with the structural design documents. Pre-forming of holes, etc. and hole-making in concrete, load bearing structures and prefabricated elements which are not included in the structural design documents require the permission of the Employer.

Holes shall be made so that the building element is not damaged unnecessarily.

Filling/repair shall be carried out by the Contractor.

Filling/repair shall be carried out to an area and fire classification that agrees with the area and fire classification that applies for the part of the building where the hole was made.

Local safety regulations must be followed.

The Contractor is responsible for coordinating the pre-forming of holes, hole-making and filling.



### AFJ.31 Co-ordination of preforming of holes, etc., hole-making and filling

The Contractor shall request information on site on pre-forming of holes, etc. and hole-making from the other contractors or sub-contractors and coordinate this information with the pre-forming and hole-making shown on the drawing in good time before the pre-forming of holes, etc. and hole making shall be carried out. The Contractor shall immediately inform the Employer of discrepancies or lack of space.

The Contractor shall coordinate the positions of pre-formed and made holes, etc., and plant the execution of the work.

### AFJ.41 Fire protection

When remodelling, the Contractor is liable to maintain the classification of opened fire compartments at the end of the day.

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### AFJ.43 Noise protection

The responsibility for issues concerning construction noise falls to the Contractor.

Noise cancelled compressors must be selected, and primarily electric compressors.

The location of machinery shall be determined in consultation with the Employer.

All employees should be informed of noise abatement demands on construction work.

Provisional dust-tight walls shall be noise reducing so that existing activities are not disturbed.

### AFJ.44 Dust protection

Dust protection must be erected when chiselling and carrying out other work that generates dust, e.g. milling floors.

Machinery that generates dust shall be fitted with dust collectors.

End ducts in the ventilation systems shall be fitted with dust protectors.

### AFJ.51 Heating and drying out

The Contractor shall heat the building so that it is not damaged by cold and also arrange for necessary drying out.

### AFJ.6 Repairs

Repairs here means repairing damage.

The Contractor shall make repairs within his own contract.

Before making repairs which will hide work carried out by others, the Contractor shall be assured by the Employer that the work is complete.

Repairs shall be carried out with materials matching the surrounding buildings and have the equivalent properties.

Repairs shall be carried out so that demands on heating, fire and sound insulation are met on finished constructions. Fire sealings shall be marked.


### AFJ.71 Site drainage

When site drainage is so large that it can be assumed to cause damaged to structures or works, the Contractor shall report the amount of water removed to the Employer. Similarly large ground water flow shall be reported.

Site drainage shall not be discontinued until the affected structures and works have reached the given impermeability and strength. Water shall not be allowed to penetrate into, or by uplift damage or displace, structures or civil engineering works.

Site drainage shall be carried out in such a way that fine grained soil is not washed out and removed.

Site drainage water may not be drained off via the water pipes.

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Site drainage water shall be led to a drain specified by the Employer and necessary measures shall be taken to separate sand or sludge

## **AFJ.72      Site upkeep**

The Contractor shall keep roads and hard areas free from litter and waste, etc., which he has produced.

The Contractor shall separate waste at source.

Combustible waste shall be kept in a locked container.

The Contractor shall be responsible for cleaning within the contract's work area.

The Contractor is responsible for cleaning after his own work as well as litter even out of the work area caused by his work.

The Contractor will carry out daily cleaning of transport routes and other areas during the contract period.

All demolition spoil and construction waste shall be separated at source and at the expense of the Contractor, handled according to the Employer's and municipality's directives.

## **AFJ.751      Cleaning**

The Contractor shall carry out rough cleaning daily during the contract period plus clean and swab public areas within the property at least once a week.

The Contractor's cleaning and final cleaning includes both indoor and outdoor areas that are included in the contract works.

The Contractor's remaining goods and general facilities shall be removed as long as they are not needed for the partial final inspection.

## **AFJ.752      Final cleaning**

Final cleaning covers indoor as well as outdoor cleaning.


Final cleaning should include the facility and its component parts. Temporary devices shall be removed. The Contractor's remaining goods and general facilities shall be removed as long as they are not needed for the final inspection.

## **AFJ.76      Restoration of ground**

The Contractor shall restore ground that has been utilised. Temporary roads and hard areas shall be removed. The Contractor shall repair roads, hard areas or other external works which he has damaged.

## **AFJ.8      Surveying and setting out**

The Employer will provide reference points in plane and height as a basis for surveying and setting out.

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Marking of reference points or setting out points may not be carried out in such a way and with such material that civil engineering works, buildings building elements, individual components or finished surfaces are damaged or discoloured.

## AFJ.82 **Setting out**

Setting out in plane and height shall be carried out from reference points established by the Contractor and approved by the Employer or from supplementary reference points established by the Contractor and approved by the Employer.