

**ADDENDUM NO. 2**  
**FOR**  
**CONTRACT**  
**FOR**  
**TOPOGRAPHIC SURVEY WORKS**  
**FOR**  
**Detailed Design For DaNang - Quang Ngai Expressway Development Project**

This Addendum No. 2 is made on the 30<sup>th</sup> day of the month of May, 2013 between Joint Venture of NK - NEC - Chodai - TEC (hereinafter referred to as the “Consultant”) on the one part, and Thang Loi Engineering Consultant Co., Ltd (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Principal Contract dated August 22<sup>nd</sup>, 2011 for Topographic Survey works for the Detailed Design for Da Nang - Quang Ngai Expressway Development Project (hereinafter referred to as the “Principal Contract”); the Contract dated December 02<sup>nd</sup>, 2011 (hereinafter referred to as the “Contract”); the Addendum No.1 to the Contract dated April 3<sup>rd</sup>, 2012 (hereinafter referred to as the “Addendum No.1”).

**WITNESSETH:**

WHEREAS, On the dated 15 November 2011, The Consultant and Project Management Unit 85 (PMU85) signed the contract No.01/DD- EDDQP/2011 for Consulting Services for Detailed Design for Da Nang - Quang Ngai Expressway Development Project.

WHEREAS, It was mutually agreed in Clause 2.14 in the Contract: “In case some modification and/or variation are requests made by Consultant and/or Client, those works shall be paid by Consultant basing on the unit price in BOQ and the actual quantity”.

WHEREAS, The Acceptance Minutes of Topographic Survey for Package 3A (Km16+880-Km18+100) which was approved by PMU85 on October 2012;

WHEREAS, The Acceptance Minutes of Topographic Survey for Package 3B (Km18+100-Km21+500) which was approved by PMU85 on 18<sup>th</sup> April 2013;

WHEREAS, The Acceptance Minutes of Topographic Survey for Package 5 (Km 32+600 - Km42+000) which was approved by PMU85 on April 2013;

WHEREAS, The Acceptance Minutes of Topographic Survey for Package A1 (Km65+000-Km81+150) which was approved by PMU85 on May 2013;

WHEREAS, The Acceptance Minutes of Topographic Survey for Package A2 (Km81+150-Km99+500) which was approved by PMU85 on April 2013;

WHEREAS, The Acceptance Minutes of Topographic Survey for Package A3 (Km99+500-Km110+100) which was approved by PMU85 on May 2013;

WHEREAS, The Acceptance Minutes of Topographic Survey for Package A4 (Km110-100-Km124-700) which was approved by PMU85 on April 2013;

WHEREAS, The Acceptance Minutes of Topographic Survey for Package A5 (Km124-700-Km139-204) which was approved by PMU85 on April 2013;

NOW THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Followings shall be supplemented or modified in this Addendum. Clauses not specifically supplemented or modified shall remain in effect.

## **Part II. General Conditions of Contract**

### **2.1. Definitions**

Add new items as follows:

(s) The “Prime Contract” shall mean the contract for Consulting Services for Detailed Design for Da Nang - Quang Ngai Expressway Development Project between PMU85 and the Consultant on 15 November 2011.

(t) The “Original Contract” shall mean the contract for Topographic Survey Work between the Consultant and the Sub-Consultant dated 02 December 2012.

(u) The “Original Contract Price” shall mean the sum named in the Original Contract as the Contract Price.

(v) The “Original Scope” shall mean the scope of works stipulated in the Terms of Reference (TOR) in the Prime Contract.

(w) The “Additional Scope” shall mean the scope of works NOT stipulated in the Terms of Reference (TOR) in the Prime Contract.

(x) The “Supplemental Work” shall mean excessive work, which is not included the scope of the Contract, and to be carried out under the Original Scope, by the official instruction of the Consultant to the Sub-consultant. Amendment of the Contract is required.

(y) The “Additional Work” shall mean additional work to be carried out under the Additional Scope. Amendment of the Contract is required.

### **2.12. Terms of Payment.**

For Clause 2.12, delete the whole sentences and replace with the following sentence:

- 1) This is a lump sum contract.
- 2) As soon as the Works has been started, the Sub-consultant shall submit to the Consultant, the invoices of amount payable. After checking the invoices, the Consultant shall pay the Sub-consultant in respect of the Works. The Consultant reserves the right to exclude such items that are not considered to be authenticated, from the payment.

- 3) First payment of Two Hundred Forty One Thousand Eighty US Dollars and Forty Cents only (USD241,080.40), equivalent to Forty percent (40%) of the Contract Price shall be made to the Sub-consultant after approval by the Consultant for the following items:
  - Completion of mobilization of personnel and equipment at the Site,
  - Work plan.
- 4) Second payment of Two Hundred Forty One Thousand Eighty US Dollars and Forty Cents only (USD241,080.40), equivalent to Forty percent (40%) of the Contract Price shall be made to the Sub-consultant upon acceptance of the outcome by the Consultant.
- 5) Third payment of One Hundred Twenty Thousand Five Hundred Forty US Dollars and Twenty Cents only (USD120,540.20), equivalent to Twenty percent (20%) of the Contract Price shall be made to the Sub-Consultant upon issuance of “Work Completion Certificate” by the Consultant after receiving the acceptance minutes from PMU85.
- 6) Forth payment of Eight Thousand Seven Hundred Sixty Four US Dollars only (USD8,764), shall be paid for Supplemental Work after adjustment in accordance with performed work quantities for the Original Scope.
- 7) Fifth payment of Twenty Six Thousand and Twenty Eight US Dollars only (USD26,028), equivalent to Fifty percent (50%) of the Additional Work shall be made to the Sub-Consultant upon the Consultant’s acceptance of the outcome which is agreed by the Client.
- 8) Final payment of Twenty Six Thousand and Twenty Eight US Dollars only (USD26,028), equivalent to Fifty percent (50%) of the Additional Work shall be made to the Sub-Consultant within three (03) months since the acceptance minutes for the Additional Topographic survey is agreed by the Client.
- 9) No extra payments in respect of overtime, holiday work, additional equipment, materials and facilities, or special conditions of hardship shall be claimed by the Sub-consultant beyond the Contract price.
- 10) Payment procedure is provided in Appendix-B. Remittance charge shall be paid by the Sub-Consultant.
- 11) The Sub-consultant shall issue VAT invoice for each payment.

#### **Appendix E - Priced Bill of Quantities**

Delete Table of Bill of Quantities (BOQ) entirely and replace with the following BOQ:

Other contents: All terms and conditions of the Principal Contract; the Contract; Addendum No.1; other than those amended above shall remain unchanged and in force.

IN WITNESS WHEREOF the parties hereto have caused this Addendum No.2 to be executed the day, month and year first hereinabove written.

For and on behalf of the Consultant

For and on behalf of the Sub-Consultant



**Chizuru ISHIMOTO**  
Project Manager  
Joint Venture of NK-NEC-CHODAI-TEC



**Nguyen Manh Cuong**  
Director  
Thang Loi Engineering Consultants Co., Ltd.

Appendix E: Priced Bill of Quantities (Addendum No.2)

No	Item	Specifications Unit	Unit Price (USD)	Original Contract (Contract)	Original Contract (Actual)	Original Contract (Excess)	Addendum No.2		Amount (USD)		
							Residential: New Cdn Assets	Railway: North IC	Original Contract (Contract)	Original Contract (Actual)	Original Contract (Excess)
<b>B Expressway</b>											
3	Main Line (M/L) Road Section										
3.1	Profile	1/1,000	66.04	897.34	1,030.20	132.86	116.28	7.9	4.74	2.0	
3.2	Profile	1/1,000	373.45	64.70	76.29	11.59	70.29	23,909.45	28,455.07	4,545.62	48.331
3.3	Cross-section	1/200	487.75	450.00	494.63	44.63	496.63	219,487.50	24,255.78	21,788.28	277.3
4	Tunnel (TN)										34.55
4.1	Parametric	1/500	66.94	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
5	Bridge (BR)										
5.1	Secondary Control Point	Class 1	99.59	58.00	10,000.00	48.00	18.00	15,725.22	995.93	-14,729.32	
5.2	Parametric (On Store)	1/500	148.63	199.76	23,654.00	74.11	125.65	29,689.76	18,675.56	-11,014.20	
5.3	Parametric (Off Store)	1/500	19.77	59.33	33,888.00	24.25	33.83	10,539.58	6,476.84	-4,062.74	
5.4	Profile (On Store)	1/500	373.45	8,977.00	8,977.00	0.00	8,977.00	6,211.26	2,765.74	-4,205.56	
5.5	Profile (Off Store)	1/500	403.80	3.94	2.42	-1.52	2.42	1,996.16	977.20	-1,018.96	
5.6	Cross-section (Approach Road)	1/200	487.75	62.50	0.00	-62.50	0.00	30,482.42	0.00	-30,482.42	
5.7	Steel Profile	1/1,000	423.80	2.70	8.65	-5.95	8.65	8,762.46	3,492.87	-5,269.59	
5.8	Steel Cross-section	1/200	558.16	3.08	14.61	-11.53	14.61	7,309.97	8,354.72	1,044.75	
6	Culvert Box (CB)										
6.1	Parametric	1/500	148.63	0.00	6.20	6.20	0.00	9,096.16	9,096.16	0.00	
6.2	Profile	1/200	373.45	3.60	0.00	-3.60	0.00	5,072.94	0.00	-5,072.94	
6.3	Cross-section	1/200	558.16	40.80	2.42	-38.38	2.42	22,772.93	1,358.75	-21,414.18	
7	Culvert Pipe (CP)										
7.1	Profile	1/200	373.45	0.00	9.66	9.66	0.00	223.81	3,603.28	3,379.47	
7.2	Cross-section	1/200	558.16	0.00	1.76	1.76	0.00	5.00	6,503.96	6,503.96	
8	Canal (Re-alignment)										
8.1	Profile	1/500	373.45	2.76	0.00	-2.76	0.00	51.40	0.00	-51.40	
8.2	Cross-section	1/200	558.16	0.00	0.00	0.00	0.00	1,540.52	0.00	-1,540.52	
9	Interchange (IC)										
9.1	Secondary Control Point	Class 1	99.59	48.00	40,000.00	8.00	40.00	0.00	3,983.60	3,983.60	
9.2	Secondary Control Network	Class 1	44.46	2.00	1.26	-0.74	1.26	0.00	500.58	500.58	
9.3	Parametric	1/500	148.63	277.78	55.00	-192.78	23,027.65	42,433.82	19,396.22	-23,036.60	
9.4	Profile (Approach)	1/1,000	373.45	18.65	1.81	-16.84	3,972.56	5,524.28	1,551.72	-1,551.72	
9.5	Cross-section (Approach)	1/200	487.75	59.07	79.50	20.43	22,296.90	38,581.55	16,284.65	-16,284.65	
10	Builder (BL)										
10.1	Parametric	1/500	148.63	277.78	19.42	-258.36	60.92	2,780.51	7,354.29	4,573.78	
10.2	Profile	1/500	373.45	0.00	25.19	25.19	0.00	0.00	1,686.22	1,686.22	
<b>C Linking Road</b>											
11	Main Line (M/L) Road Section										
11.1	Profile	1/1,000	66.04	79.25	68.83	-11.45	68.83	5,300.50	4,604.47	-696.03	
11.2	Profile	1/1,000	373.45	7.00	6.88	-0.12	6.88	2,958.10	2,566.51	-391.59	
11.3	Cross-section	1/200	487.75	2.82	23.16	20.34	23.16	12,106.93	2,296.29	-9,810.64	
12	Builder (BR)										
12.1	Secondary Control Point	Class 1	99.59	6.00	0.00	-6.00	0.00	70.24	0.00	-70.24	
12.2	Parametric (On Store)	1/500	148.63	2.72	2.05	-0.67	2.05	330.96	2,700.99	2,370.03	
12.3	Parametric (Off Store)	1/500	19.77	0.75	0.50	-0.25	0.50	29.38	47.54	18.16	
12.4	Profile (On Store)	1/500	373.45	0.22	0.00	-0.22	0.00	82.81	4,514.00	4,431.19	
12.5	Profile (Off Store)	1/500	403.80	0.08	0.00	-0.08	0.00	30.29	7.21	-23.08	
12.6	Cross-section (Approach Road)	1/200	487.75	0.57	0.00	-0.57	0.00	216.55	0.00	-216.55	
12.7	Steel Profile	1/1,000	423.80	0.20	0.82	-0.62	0.82	80.76	33.12	-47.64	
12.8	Steel Cross-section	1/200	558.16	0.13	0.49	-0.36	0.49	83.72	273.50	189.77	
13	Culvert Box (CB)										
13.1	Parametric	1/500	148.63	0.00	6.00	6.00	0.00	0.00	89.78	89.78	
13.2	Profile	1/200	373.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
13.3	Cross-section	1/200	558.16	0.00	2.30	2.30	0.00	895.22	837.92	-57.30	
14	Culvert Pipe (CP)										
14.1	Profile	1/200	373.45	0.00	7.70	7.70	0.00	0.00	654.12	654.12	
14.2	Cross-section	1/200	487.75	0.00	2.04	2.04	0.00	0.00	995.02	995.02	
15	Intersection (IS, NHIA)										
15.1	Parametric	1/500	148.63	6.00	38.10	32.10	38.10	89.78	5,602.80	4,713.02	
15.2	Profile	1/1,000	373.45	0.20	0.00	-0.20	0.00	447.65	447.65	0.00	
15.3	Cross-section	1/200	487.75	0.80	0.00	-0.80	0.00	877.95	0.00	-877.95	
<b>AD Canal (Re-alignment)</b>											
AD.1	Parametric	1/500	148.63	0.00	0.00	0.00	0.00	0.00	218.38	218.38	
AD.2	Railway Elevation Survey	8 points	104.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.3	Network Elevation	8 points	64.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.4	Cross-section Dimension Survey NH-43	4th order	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.5	Profile Elevation	4th order	64.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.6	Cross-section Dimension Survey 2B/65	4th order	23.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.7	HW, RW, SW	OS/OS & points	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.8	HW, SW, SW	points	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.9	Modulation	S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
AD.10	Reporting	S	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
<b>E Mobilization and Temporary Camp Yard</b>											
E.1	Subtotal										
E.2	Subtotal										
<b>F Subtotal</b>											
<b>VAULTING</b>											
<b>TOTAL</b>											

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