

**ADDENDUM NO.3**  
**TO**  
**CONTRACT FOR TOPOGRAPHIC SURVEY WORKS**  
**FOR**

**Detailed Design For Da Nang – Quang Ngai Expressway Development Project**

THIS ADDENDUM NO.3 is made on 13<sup>th</sup> day of the month of June, 2013 between Joint Venture of NK-NEC-Chodai-TEC (hereinafter referred to as the “Consultant”) on the one part, and E&R Engineering Consultants Joint Stock Company (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”); and the Addendum No.2 to the Contract dated June 18<sup>th</sup>, 2012 (hereinafter referred to as the “Addendum No.2”).

**WITNESSETH:**

It is mutually agreed by and between the parties hereto as follows:

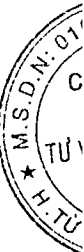
1. Pursuant to the Clause 2.14 in the Principal Contract:

- Excessive amount over the contracted amount for the works shown in the table below shall be paid by the Consultant to the Sub-Consultant.
- The breakdown is shown in the Attachment-1 of this Addendum No.3.

	Unit	Qty.	Unit Price (USD)	Amount (USD)	Remarks
A. Excessive Amount over the Contracted Amount	LS	1	18,578	18,578	See the Attachment-1 for detail.
B. VAT (10%)	LS	1	1,858	1,858	
<b>Total (including VAT)</b>	-	-	-	<b>20,436</b>	

2. Terms of Payment

- 1) This is a lump sum Addendum.
- 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 equivalent to Eighty percent (80%) of the Addendum Price shall be made to the Sub-Consultant upon acceptance of the outcome by the Consultant.
- 4) Final payment equivalent to Twenty percent (20%) of the Addendum Price shall be made to the Sub-Consultant upon issuance of “Work Completion Certificate” by the Consultant after receiving the acceptance Minutes by PMU85.
- 5) 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.
- 6) Payment procedure is provided in Appendix-B of the Principal Contract. Remittance charge shall be paid by the Sub-Consultant.



7) The Sub-Consultant shall issue VAT invoice for each payment.

3. Other contents: All terms and conditions of the Principal Contract; the Contract; Addendum No.1; Addendum No.2; other than those amended above shall remain unchanged and in force.

**IN WITNESS WHEREOF** the parties hereto have caused this Addendum No.3 to be executed the day, month and year first hereinabove written.

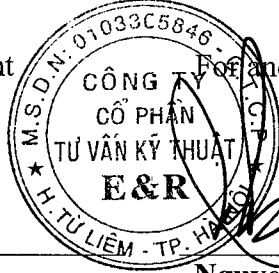


For and on behalf of the Consultant

**Ichizuru ISHIMOTO**

Project Manager

Joint Venture of NK-NEC-CHODAI-TEC



For and on behalf of the Sub-Consultant

**Nguyen Quang Loc**

President

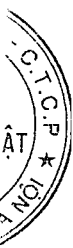
E&R Engineering Consultants

Joint Stock Company

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ATTACHMENT-1 BREAKDOWN OF THE COST

No.	Item	Specifications	Unit	Unit Price (USD)	Quantity					Amount (USD)						
					Original Contract		Addendum No.2		Addendum No.3	TOTAL	Original Contract		Addendum No.2		Addendum No.3	TOTAL
					Original Contract (Planned)	Original Contract (Actual)	Additional Scope (1)		Original Contract (Excess)		Original Contract (Planned)	Original Contract (Actual)	Additional Scope (1)		Original Contract (Excess)	
							Residential Areas	Sub Total					Residential Areas	Sub Total		
<b>B Expressway</b>																
<b>3 Main Line (ML, Road Section)</b>																
3.1	Planimetric	1/1,000	ha	35.96	176.95	186.88	72.00	72.00	9.93	258.88	6,363	6,720	2,589	2,589	357.20	
3.2	Profile	1/1,000; 1/100	km	276.38	12.64	12.60			-0.04	12.60	3,493	3,482			-10.61	
3.3	Cross-section	1/200	km	366.15	91.43	109.76			18.33	109.76	33,479	40,189			6,709.62	
<b>4 Tunnel (TN)</b>																
4.1	Planimetric	1/500	ha													
<b>5 Bridge (BR)</b>																
5.1	Secondary Control Point	Class II	nos.	89.35	64.00	56.30			-8.00	56.00	5,718	5,004			-714.40	
AD	Technical Leveling			40.14		24.21			24.91	24.91		1,000			999.89	
5.2	Planimetric (On Shore)	1/500	ha	107.27	64.12	66.22			2.10	66.22	6,879	7,103			224.42	
5.3	Planimetric (Off Shore)	1/500	ha	102.08	23.22	4.30			-18.32	4.90	2,371	500			-1,870.81	
5.4	Profile (On Shore)	1/500	km	276.38	5.01	4.73			-0.28	4.73	1,385	1,307			-77.72	
5.5	Profile (Off Shore)	1/500	km	412.86	1.66	0.85			-1.31	0.35	685	145			-540.50	
5.6	Cross-section (Approach Road)	1/200	km	366.15	24.07	0.80			-24.07	0.00	8,812	0			-8,812.00	
5.7	River Profile	1/1,000; 1/100	km	387.93	10.70	3.88			-7.32	3.38	4,151	1,311			-2,839.80	
5.8	River Cross-section	1/200	km	536.48	6.46	2.44			-3.92	2.54	3,467	1,363			-2,104.34	
<b>6 Culvert Box (CB)</b>																
AD	Planimetric	1/500	ha	107.27	0.00	45.78			45.78	45.78		4,911			4,910.82	
6.1	Profile	1/500	km	276.38	10.00	0.60			-10.00	0.00	2,764	0			-2,764.00	
6.2	Profile	1/200	km	276.38	0.80	1.80			1.00	1.80	221	497			276.48	
6.3	Cross-section	1/200	km	366.15	30.80	2.6			-28.64	2.16	11,277	791			-10,486.12	
<b>7 Culvert Pipe (CP)</b>																
7.1	Profile	1/200	km	276.38	0.60	3.0			2.50	3.10	166	857			690.78	
AD	Cross-section	1/200	km	536.48	0.00	3.72			3.72	3.72	0	1,996			1,995.71	
<b>8 Canal (Re-alignment)</b>																
AD	Planimetric			107.27		1.51			1.51	1.51	0	162			161.98	
8.1	Profile	1/500	km	276.38	2.01	0.8			-1.83	0.18	556	50			-506.25	
8.2	Cross-section	1/200	km	366.15	4.04	0.44			-3.60	0.44	1,479	161			-1,317.89	
<b>9 Interchange (IC)</b>																
9.1	Secondary Control Point	Class II	nos.	90.60	8.00	8.00			0.00	8.00	725	725			-0.20	
9.2	Secondary Leveling Network		km	40.14	2.00	4.63			2.63	4.63	80	186			105.85	
9.3	Planimetric	1/500	ha	107.27	60.00	204.45			144.45	204.45	6,436	21,931			15,495.35	
9.4	Profile (Rampway)	1/1,000; 1/100	km	276.38	3.86	9.46			5.60	9.46	1,067	2,615			1,547.55	
9.5	Cross-section (Rampway)	1/200	km	366.15	20.27	50.51			30.24	50.51	7,420	18,494			11,074.24	
<b>10 Building (BL)</b>																
10.1	Planimetric	1/500	ha	107.27	5.64	57.47			51.83	57.47	605	6,165			5,559.81	
<b>AD Flyover</b>																
AD	Planimetric	1/500	ha	107.27	0.00	7.25			7.25	7.25	0	778			777.71	
<b>C Linking Road</b>																
<b>11 Main Line (ML, Road Section)</b>																
11.1	Planimetric	1/1,000	ha	107.27	4.00				-4.00	0.00	429	0			-429.00	
11.2	Profile	1/1,000; 1/100	km	276.38	0.40				-0.40	0.00	111	0			-111.00	
11.3	Cross-section	1/200	km	366.15	1.20				-1.20	0.00	439	0			-439.00	
<b>12 Bridge (BR)</b>																
12.1	Secondary Control Point	Class II	nos.						0.00						0.00	
12.2	Planimetric (On Shore)	1/500	ha						0.00						0.00	
12.3	Planimetric (Off Shore)	1/500	ha						0.00						0.00	
12.4	Profile (On Shore)	1/500	km						0.00						0.00	
12.5	Profile (Off Shore)	1/500	km						0.00						0.00	
12.6	Cross-section (Approach Road)	1/200	km						0.00						0.00	
12.7	River Profile	1/1,000; 1/100	km						0.00						0.00	
12.8	River Cross-section	1/200	km						0.00						0.00	
<b>13 Culvert Box (CB)</b>																
13.1	Profile	1/500	km						0.00						0.00	
13.2	Profile	1/200	km						0.00						0.00	
13.3	Cross-section	1/200	km						0.00						0.00	
<b>14 Culvert Pipe (CP)</b>																
14.1	Profile	1/200	km						0.00						0.00	
<b>15 Intersection (IS, NHIA)</b>																
15.1	Planimetric	1/500	ha						0.00						0.00	
15.2	Profile	1/1,000; 1/100	km						0.00						0.00	
15.3	Cross-section	1/200	km						0.00						0.00	
<b>Sub total</b>											110,578	128,442	2,589	2,589	17,864	131,031
<b>D Mobilization and Temporary Camp Yard</b>																
<b>E Reporting</b>											2,212	2,570	0	0	357	2,569
<b>Sub total</b>											2,212	2,570	0	0	357	2,569
<b>VAT (10%)</b>											115,000	133,584	2,589	2,589	18,578	136,167
<b>TOTAL</b>											115,000	133,584	2,589	2,589	18,578	136,167
<b>TOTAL</b>											126,500				2,847.9	20,436



*Handwritten signature and initials.*