

ADDENDUM NO. 1
TO
CONTRACT FOR ENGINEERING GEOLOGICAL SURVEY WORKS
Package 3A, Ky Lam Bridge Section
(Km16+880– Km18+100)
FOR
Detailed Design For DaNang - QuangNgai Expressway Development Project

This Contract Addendum No. 1 is made on the 19th day of the month of September, 2012 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 Contract dated February 15th, 2012 for Engineering Geological survey works, package 3A Ky Lam Bridge Section for Detailed Design for Da Nang - Quang Ngai Expressway Development Project (hereinafter referred to as the “Contract”);

WITNESSETH:

WHEREAS, the notice from the Consultant by the letter No.DQEDD-Thangloi-26-12 dated April 28th, 2012 regarding the geotechnical investigation at the embankment section.

AND WHEREAS it was mutually agreed in Clause 2.14 in the Contract: “In case such modifications and/or variations requested are not included in the BOQ, both Parties will discuss to make a supplementary agreement to the Contract”.

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

1. The additional price for additional works is **USD 11,191 (in words: US Dollars Eleven thousand, one hundred and ninety one only)** in accordance with the below table and the terms & conditions specified in the Contract.



Breakdown 3: Engineering Geological Survey (Package 3A: Ky Lam Bridge)

No.	Item	Unit	Unit Price		Quantity		Amount		Remark
			Original	Add1	Original	Add1	Original	Add1	
A	Expressway								<u>Expected to:</u>
1	Normal Embankment								
11	Mechanical Boring	lm	0	37,16	0	170,4	0	6.332,06	6 nos Soil class: I-III (100%)
12	Standard penetration test (SPT)	nos.	0	16,03	0	84	0	1.346,52	2 m pitch
13	Sampling	nos.	0	0	0	0	0	0,00	2 m pitch
14	Undisturbed sample test	nos.	0	39,31	0	13	0	511,03	25% of sampling
15	Disturbed sample test	nos.	0	24,55	0	42	0	1.031,10	25% of sampling
16	Test for Rock	nos.	0	0	0		0	0,00	
17	Unconfined compression test	nos.	0	0	0		0	0,00	
18	Consolidation test		0	100	0	7	0	700,00	
5	Viaduct and River Bridge								
50	Floating Equipment (for Off Shore Boring)	ls	1000		1		1.000,00	0,00	1 river bridges
51a	Mechanical boring (on shore)	lm	46,28		880		40.726	0,00	16 nos Soil class: I-III (50%), IV-VI (50%)
51b	Mechanical boring (off shore)	lm	60,33		110		6.636	0,00	2 nos Soil class: I-III (70%), IV-VI (30%)
52	Standard penetration test (SPT)	point	16,03		495		7.935	0,00	2 m pitch
53	Sampling	nos.							2 m pitch
54	Vane Shear test (VST)	nos.							Softground section
55	Undisturbed sample test	nos.	39,31		149		5.857	0,00	25% of sampling
56	Disturbed sample test	nos.	24,55		149		3.658	0,00	25% of sampling
57	Test for Rock	nos.	-		-		-		
58	Unconfined compression test	nos.	144,4		36		5.199	0,00	nos./bore hole
59	Consolidation test (Cv)	nos.							Softground section
60	Triaxial compression test (UU)	nos.							Softground section
61	Triaxial compression test (CU)	nos.							Softground section
C	Mobilization and Temporary Can	L.S.	947,00		1		947,00	126,64	2% of A (mechanical boring cost only)
D	Reporting	L.S.	947,00		1		947,00	126,64	2% of A (mechanical boring cost only)
Sub-total							72.905	10.174	
VAT (10%)							7.291	1.017	
TOTAL							80.196	11.191	

2. Preparation of work plan.

The Sub-Consultant shall submit work plan to the Consultant sufficiently prior to the commencement of the site work in order to get approval by the Client.

3. The Payment shall be settled by the Consultant to the Sub-Consultant as the following Payment Schedule:

- 1) First payment: N/A.
- 2) Interim payment: equivalent to Eighty percent (80%) of the Addendum price shall be made to the Sub-consultant upon acceptance of the outcome for additional work by the Consultant.
- 3) 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 received the acceptance letter from PMU85.
- 4) The Sub-Consultant shall issue VAT invoice for each payment.

4. Executive clause:

- 1) The ADDENDUM is an inseparable part of the Contract.
- 2) The other contents in the Contract which are not mentioned in this Addendum are kept intact.
- 3) This Addendum is made into four (04) copies with same legal value, each Party preserves 02 (two) copies.

4) Effectiveness of the Contract: This Addendum shall come into force and effect from the signing date.

IN WITNESS WHEREOF, the parties hereto have executed this ADDENDUM NO.1 in duplicate in English, in their respective names as of the day and year first above written.

**For and on behalf of
THANG LOI ENGINEERING
CONSULTANTS CO., LTD.**



**Nguyen Manh Cuong
President**

**For and on behalf of
JOINT VENTURE OF NK - NEC -
CHODAI - TEC.**



**Ichizuru ISHIMOTO
Project Manager**