

ADDENDUM NO. 1
FOR
CONTRACT
FOR
ENGINEERING GEOLOGICAL SURVEY WORKS
Package 2 (Km8+000-Km16+880)
FOR
Detailed Design For DaNang - QuangNgai Expressway Development Project

This Addendum No. 1 is made on the 16th day of the month of April, 2013 between Joint Venture of NK - NEC - Chodai - TEC (hereinafter referred to as the "Consultant") on the one part, and E&R Engineering Consultant Joint Stock Company (hereinafter referred to as the "Sub-Consultant") on the other part, concerning the Contract dated 16 July 2012 for Engineering Geological Survey for Package 2 (Km8+000-Km 16+880) (hereinafter referred to as the "Original Contract").

WITNESSETH:

WHEREAS, On the dated 15 November 2011, The Consultant and Project Management Unit 85 (PMU85) signed the contract No.OI/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 for Engineering Geological survey for Package 2, Earthwork Section (Km8+000-Km16+880), which was approved by PMU85 on REF. 2/DQEP-DD dated February 24, 2013 and by the Consultant on REF. 01/DQEP-DD dated February 27, 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 Engineering Geological Survey Work, Package 2 (Km8+000 - Km16+880) between the Consultant and the Sub-consultant dated 16 July 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 Original Contract.

- (w) The “Adjusted Quantity” shall mean actual quantity of boreholes stipulated in Appendix G of the Original Contract, including boring and testing works. No amendment of the Contract is required.
- (x) The “Additional Quantity” shall mean additional boreholes, which is not included in Appendix G of the Original Contract, to be carried out under the Consultant’s instructions, those are included boring, testing and other related works. Amendment of the Contract is required.
- (y) The “Additional Amount” shall mean the sum of amount of additional quantity named in Appendix E of this Addendum Contract.

2.12. Terms of Payment.

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

- 1) This is a unit rate 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 Subconsultant 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 Forty percent (40%) of the Original Contract Price shall be made to the Sub-consultant after approval by the Consultant for both of the following items:
 - Completion of mobilization of personnel and equipment at the Site,
 - Approval of the work plan by the Client.
- 4) Second payment equivalent to Forty percent (40%) of the Original Contract Price shall be made to the Sub-consultant upon acceptance of the outcome by the Consultant.
- 5) Third payment shall be paid for the remaining amount of the Original Contract after adjustment in accordance with performed work quantities for the Original Scope including the Adjusted Quantity. The payment equivalent to Thirty Four Thousand and Four Hundred Fifty Five Point Six US dollars (USD 34,455.6).
- 6) Forth payment: Forty One Thousand and Nine Hundred Sixty Nine US dollar (USD41,969) equivalent to Fifty percent (50%) of the Additional Amount shall be made to the Sub-consultant upon acceptance of the outcome by the Consultant base on the acceptance of the outcome by the Client.
- 7) Final payment: Forty One Thousand and Nine Hundred Sixty Nine US dollar (USD41,969) equivalent to Fifty percent (50%) of the Additional Amount shall be made to the Sub-consultant within six (06) months since the acceptance minutes for engineering geological survey is approved by the Client.
- 8) 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.
- 9) Payment procedure is provided in Appendix-B. Remittance charge shall be paid by the Sub-

consultant.

10) 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:



Appendix-E: Priced Bill of Quantities (Addendum No.1)
Package 2 (Km8+000-Km16+880)
Earthwork Section

No.	Item	Unit	Unit Price	Original Contract					Addendum No.1		Total		Remark		
				Quantity			Amount		Additional quantity		Quantity	Amount			
				Contract	Final	Adjusted Quantity		Contract	Actual	Quantity				Amount	
						Original	Supplemental				Total	Quantity			Amount
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)=(6)+(7)	(9)=(4)*(5)	(10)=(4)*(8)	(11)	(12)=(4)*(11)	(13)=(8)+(11)	(14)=(10)+(12)	(15)	
A	Expressway														
1	Normal Embankment														
11	Mechanical Boring	l.m.	39.97	7	15.0	7.0	8.0	15.0	279.79	599.55	-	-	15.00	599.55	1 nos. Soil class: I-III (100%)
12	Standard penetration test (SPT)	nos.	18.11	4	8.0	4.0	4.0	8	72.44	144.88	-	-	8.00	144.88	2 m pitch
13	Sampling	nos.				-	-		-	-	-	-	-	-	2 m pitch
44	Vane Shear test (VST)	nos.	35.70	0	2.0	-	2.0	2	-	71.40	-	-	2.00	71.40	nos./cross section
14	Undisturbed sample test	nos.	51.14		2.0	-	2.0	2	-	102.28	-	-	2.00	102.28	25% of sampling
15	Disturbed sample test	nos.	32.98	2	2.0	2.0	-	2	65.96	65.96	-	-	2.00	65.96	25% of sampling
16	Test for Rock	nos.	98.88		-	-	-	-	-	-	-	-	-	-	
17	Unconfined compression test (qu)	nos.	54.72		-	-	-	-	-	-	-	-	-	-	
18	Consolidation test (Cv)		54.72		1.0	-	1.0	1	-	54.72	-	-	1.00	54.72	
4	Softground Section														
41	Mechanical boring	l.m.	39.97	870	1,995.3	870.0	235.1	1,105.1	34,773.90	44,170.85	890.20	35,581.29	1,995.30	79,752.14	91 nos. Soil class: I-III (100%)
42	Standard penetration test (SPT)	point	18.11	464	1,012.0	464.0	98.0	562	8,403.04	10,177.82	450.00	8,149.50	1,012.00	18,327.32	2 m pitch
43	Sampling	nos.				-	-		-	-	-	-	-	-	2 m pitch
44	Vane Shear test (VST)	nos.	35.70	116	165.0	44.0	-	44	4,141.20	1,570.80	121.00	4,319.70	165.00	5,890.50	nos./cross section
45	Undisturbed sample test	nos.	51.14	116	339.0	116.0	47.0	163	5,932.24	8,335.82	176.00	9,000.64	339.00	17,336.46	33% of sampling
46	Disturbed sample test	nos.	32.98	116	138.0	88.0	-	88	3,825.68	2,902.24	50.00	1,649.00	138.00	4,551.24	14% of sampling
47	Unconfined compression test (qu)	nos.	54.72	28	61.0	28.0	9.0	37	1,532.16	2,024.64	24.00	1,313.28	61.00	3,337.92	3 bore hole/ 2 nos.
48	Consolidation test (Cv)	nos.	54.72	28	100.0	28.0	26.0	54	1,532.16	2,954.88	46.00	2,517.12	100.00	5,472.00	1 to 2 nos./bore hole
49	Triaxial compression test (UU)	nos.	79.83	28	15.0	4.0	-	4	2,235.24	319.32	11.00	878.13	15.00	1,197.45	6 bore hole/nos.
50	Triaxial compression test (CU)	nos.	178.97	14	15.0	8.0	-	8	2,505.58	1,431.76	7.00	1,252.79	15.00	2,684.55	6 bore hole/nos.
10	Drainage Culvert														
101	Mechanical boring	l.m.	39.97	210	449.4	210.0	51.3	261.3	8,393.70	10,444.16	188.10	7,518.36	449.40	17,962.52	22 nos. Soil class: I-III (100%)
102	Standard penetration test (SPT)	point	18.11	112	228.0	112.0	22.0	134	2,028.32	2,426.74	94.00	1,702.34	228.00	4,129.08	2 m pitch (box culvert)
103	Sampling	nos.				-	-		-	-	-	-	-	-	2 m pitch
104	Vane Shear test (VST)	nos.	35.70	6	14.0	6.0	6.0	12	214.20	428.40	2.00	71.40	14.00	499.80	Softground section
105	Undisturbed sample test	nos.	51.14	6	72.0	6.0	41.0	47	306.84	2,403.58	25.00	1,278.50	72.00	3,682.08	32% of sampling
106	Disturbed sample test	nos.	32.98	50	35.0	19.0	-	19	1,649.00	626.62	16.00	527.68	35.00	1,154.30	15% of sampling
107	Test for Rock	nos.	98.88		-	-	-	-	-	-	-	-	-	-	
108	Unconfined compression test (qu)	nos.	54.72	1	12.0	1.0	7.0	8	54.72	437.76	4.00	218.88	12.00	656.64	1 nos./ 2 bore hole (box culvert)
109	Consolidation test (Cv)	nos.	54.72	1	18.0	1.0	11.0	12	54.72	656.64	6.00	328.32	18.00	984.96	Softground section
110	Triaxial compression test (UU)	nos.	79.83	1	2.0	1.0	1.0	2	79.83	159.66	-	-	2.00	159.66	Softground section
111	Triaxial compression test (CU)	nos.	178.97	1	6.0	1.0	5.0	6	178.97	1,073.82	-	-	6.00	1,073.82	Softground section
C	Mobilization and Temporary Camp Yard	L.S.		1	1.0	1.0	-	1	868.95	868.95	-	-	1.00	868.95	2% of A+ B (mechanical boring cost only)
E	Reporting	L.S.		1	1.0	1.0	-	1	868.95	868.95	-	-	1.00	868.95	2% of A+ B (mechanical boring cost only)
SUB TOTAL									79,998.00	95,322.00		76,307.00		171,629.00	
VAT									8,000.00	9,532.00		7,631.00		17,163.00	
TOTAL									87,998.00	104,854.00		83,938.00		188,792.00	

2/2

All contents of the Contract, which are not specifically modified by this ADDENDUM NO.1 shall remain unchanged and in full force and effect.

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 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
JSC