

ADDENDUM NO. 1
FOR
CONTRACT
FOR
ENGINEERING GEOLOGICAL SURVEY WORKS
Package 4, Section 2 (Km26+800-Km32+600)
FOR
Detailed Design For DaNang – QuangNgai Expressway Development Project

This Addendum No. 1 is made on the 22nd day of the month of October, 2013 between Joint Venture of NK – NEC – Chodai – TEC (hereinafter referred to as the “Consultant”) on the one part, and Construction Investment Consultant ATH JSC (hereinafter referred to as the “Sub-Consultant”) on the other part, concerning the Contract dated September 17, 2012 for Engineering Geological Survey for Package 4, Section 1 (Km26+800-Km32+600) (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.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 No.22/DQEP-DD for Engineering Geological survey for Package 4, Section 2 (Km26+800-Km32+600), which was approved by PMU85 dated August 10,2013.

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 4, Section 2 (Km26+800-Km32+600) between the Consultant and the Sub-Consultant dated 17 September 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 supplemental 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. No 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 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 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: Nine Thousand Eight Hundred Seventy Six US Dollars and Forty Cents (USD 9,876.40) 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: Nine Thousand Eight Hundred Seventy Six US Dollars and Forty Cents (USD 9,876.40) 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 Supplemental Works. The payment equivalent to Two Thousand Nine Hundred Sixty Five US Dollars and Fifty Cents (USD 2,965.50).
- 6) Forth payment: Ten Thousand Three Hundred Forty Two US Dollars and Seventy Cents (USD 10,342.75) 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.
- 7) Final payment: Ten Thousand Three Hundred Forty Two US Dollars and Seventy Cents (USD 10,342.75) equivalent to fifty percent (50%) of the Additional Work shall be made to the Sub-Consultant within six (06) months since the acceptance minutes for engineering geological survey is agreed 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 4, Section 2 (Km26+800-Km32+600)**

No.	Item	Unit	Unit Price	Original Scope			Amount			Additional Scope Addendum No.1		Total		Remark
				Quantity		Total	Contract	Actual	Quantity	Amount	Quantity	Amount		
				Contract	Supplemental								(5)	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=4*5	(10)=4*8	(11)	(12)=4*11	(13)=8+11	(14)=10+12	
A	Expressway													
1.1	Mechanical Boring	(lm.)	23.91	46	42.00	-	42.00	1,099.86	1,004.22	65.30	1,561.32	107.30	2,565.54	
1.2	Standard Penetration Test (SPT)	(points)	9.56	22	22.00	1.00	23.00	210.32	219.88	27.00	258.12	50.00	478.00	
1.3	Sampling	(nos.)												
1.4	Vane Shear Test (VST)	(nos.)												
1.5	Undisturbed Sample Test	(nos.)	30			12.00	12.00	360.00		3.00	90.00	15.00	450.00	
1.6	Disturbed Sample Test	(nos.)	14.59	10				145.90		12.00	175.08	12.00	175.08	
1.7	Test for Rock	(nos.)	90.87	4				363.48		1.00	90.87	1.00	90.87	
1.8	Unconfined Compression Test	(nos.)												
1.9	Consolidation Test (Cv)	(nos.)												
1.9	Triaxial Compression Test (UU)	(nos.)												
1.9	Triaxial Compression Test (CU)	(nos.)												
3A.1a	Mechanical Boring (On Shore)	(lm.)	40.65	60	57.50	-	57.50	2,439.00	2,337.38	77.00	3,130.05	134.50	5,467.43	
3A.1b	Mechanical Boring (Off Shore)	(lm.)	76.52	30				2,295.60						
3A.1c	Floating Equipment	(nos.)												
3A.2	Standard Penetration Test (SPT)	(points)	13.59	45	9.00	-	9.00	602.55	120.51	26.00	348.14	35.00	468.65	
3A.3	Sampling	(nos.)												
3A.4	Vane Shear Test (VST)	(nos.)												
3A.5	Undisturbed Sample Test	(nos.)	30			3.00	3.00	90.00		5.00	150.00	8.00	240.00	
3A.6	Disturbed Sample Test	(nos.)	14.59	3				43.77		3.00	43.77	3.00	43.77	
3A.7	Test for Rock	(nos.)	90.87	6	4.00	-	4.00	545.22	363.48	3.00	272.61	7.00	636.09	
3A.8	Unconfined Compression Test	(nos.)												
3A.9	Consolidation Test (Cv)	(nos.)												
3A.10	Triaxial Compression Test (UU)	(nos.)												
3A.11	Triaxial Compression Test (CU)	(nos.)												
3B.1	Mechanical Boring (On Shore)	(lm.)	23.91	45				1,075.95						
3B.2	Standard Penetration Test (SPT)	(points)	9.56	24				229.44						
3B.3	Sampling	(nos.)												
3B.4	Vane Shear Test (VST)	(nos.)												
3B.5	Undisturbed Sample Test	(nos.)	30											
3B.6	Disturbed Sample Test	(nos.)	14.59	12				175.08						
3B.7	Test for Rock	(nos.)	90.87											
3B.8	Unconfined Compression Test	(nos.)												
3B.8	Consolidation Test (Cv)	(nos.)												
4.1	Mechanical Boring	(lm.)	23.91	255	255.00	-	255.00	6,097.05	7,539.50	130.30	3,115.47	438.10	10,474.97	
4.2	Standard Penetration Test (SPT)	(points)	9.56	136	114.00	-	114.00	1,300.16	1,089.84	50.00	478.00	164.00	1,567.84	
4.3	Sampling	(nos.)												
4.4	Vane Shear Test (VST)	(nos.)												
4.5	Undisturbed Sample Test	(nos.)	30			38.00	38.00	1,140.00		8.00	240.00	46.00	1,380.00	
4.6	Disturbed Sample Test	(nos.)	14.59	68				992.12	189.67	20.00	291.80	33.00	481.47	
4.7	Test for Rock	(nos.)	90.87			7.00	7.00	636.09				7.00	636.09	
4.8	Unconfined Compression Test	(nos.)	75			2.00	2.00	150.00				2.00	150.00	
4.9	Consolidation Test (Cv)	(nos.)												
4.10	Triaxial Compression Test (UU)	(nos.)												
4.11	Triaxial Compression Test (CU)	(nos.)												
9.1	Mechanical Boring	(lm.)	23.91	115	115.00	-	115.00	2,749.65	3,419.13	260.00	6,216.60	403.00	9,635.73	
9.2	Standard Penetration Test (SPT)	(points)	9.56	15	15.00	-	15.00	143.40	516.24	48.00	458.88	102.00	975.12	
9.3	Sampling	(nos.)												
9.4	Undisturbed Sample Test	(nos.)	30											
9.5	Disturbed Sample Test	(nos.)	14.59	5	5.00	-	5.00	72.95	540.00	6.00	180.00	24.00	720.00	

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**Appendix-E Priced Bill of Quantities (Addendum No.1)
Package 4, Section 2 (Km26+800-Km32+600)**

No.	Item	Unit	Unit Price	Original Scope				Additional Scope		Total		Remark		
				Contract	Quantity		Amount	Quantity	Amount	Quantity	Amount			
					Original	Supplemental							Total	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)=4*5	(10)=4*8	(11)	(12)=4*11	(13)=8+11	(14)=10+12	
9.6	Test for Rock	(nos.)	90.87	11	2.00	-	2.00	999.57	181.74	17.00	1,544.79	19.00	1,726.53	
9.7	Unconfined Compression Test	(nos.)												
9.8	Consolidation Test (Cv)	(nos.)												
C	Mobilization and Temporary Camp Yard		361.05	I				431.65	431.65				431.65	2% of A+B (mechanical boring cost only)
D	Floating Equipment (for Off Shore Boring)		361.05	I				431.65	431.65				431.65	2% of A+B (mechanical boring cost only)
	Reporting							22,444.00	20,653.00		18,805.00		39,459.00	
	SUB TOTAL							24,688.40	22,718.30		20,685.50		43,403.80	
	VAT													
	TOTAL													

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Handwritten signature/initials

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

For and on behalf of the Sub-Consultant



Ichizuru ISHIMOTO
Project Manager
JOINT VENTURE OF NK - NEC -
CHODAI - TEC.



Tran Van Thinh
General Director
CONSTRUCTION INVESTMENT
CONSULTANT ATH JSC.