

MINOR PROFESSIONAL SERVICES CONTRACT

for

DESIGN CONSULTING SERVICES

for

Candaba 3rd Viaduct Project

This Deed is made on 20 April 2023

between

EIC Activities Pty Ltd (ABN 89 601 639 810)

(Employer)

of

Level 19, 177 Pacific Highway, North Sydney Australia 2060

and

Philkoei International, Inc (PKII)

(Consultant)

of

17TH Floor, The Orient Square Building, F. Ortigas Jr. Road,
Ortigas Center, Pasig City, 1605 Philippines

Schedule

Definitions

Consultant means Philkoei International, Inc, (PKII)

Employer means EIC Activities Pty Ltd,

Main Contract means the contract between the Employer and the Main Contractor to deliver the Project.

Main Contractor means Leighton Contractors (Asia) Limited – Philippines Branch

Project means Candaba 3rd Viaduct Project

Design means the detailed design and design certification services for the design and construction of Candaba 3rd Viaduct Project for NLEX Corporation

Construction Phase Services (CPS) means design and design certification services during the construction phase

Services (clause 2)

As set out in Appendix A.

Time for Execution (clause 3)

Date for Commencement: 1st February 2023

Date for Completion: Design - 15 Sept 2023

Duration of Services: 7.5 months

Employer's Representative

Name	Position
Geoff Sewell	Director

Consultants Key Personnel

Name	Position
Nides David	PKII Project Advisor
Tyren Laureta	PKII Co-Ordinator

EXECUTED AS A DEED

Signed sealed and delivered for and on behalf of EIC Activities Pty Ltd (ABN 89 601 639 810) by its attorney under a power of attorney dated 20th day of February 2023 in the presence of:



Kate Emily Glennon

~~Witness~~ Attorney



Julienne Martin

Attorney

Insurance (clause 9)

Professional Indemnity Insurance: AUD\$5,000,000

Period of Insurance: (a) Insurance under clause 9(b)(i): for the duration of the Contract plus 5 years;
(b) Insurance under clause 9(b)(ii): for the duration of the Contract;
(c) Insurance under clause 9(b)(iii): for the period required under applicable laws.

Public Liability Insurance: Philippines Peso
PHP10,000,000

Contract Sum

An amount calculated on a milestone basis for detail design as set out in Appendix A, up to a maximum amount of PHP 27,200,000 (incl VAT).

Variations (clause 7)

As calculated in accordance with Appendix B.

Payment (clause 10)

Progress Claim to be Submitted by: 25th day of each calendar month

Payment of the amount due within: 45 days from the date of submission of the Progress Claim

Governing Law

New South Wales, Australia

Referred Document

Refer to Appendix C.

EXECUTED AND DELIVERED

by the Consultant



Peter S. Samoza
President, PKII



Jose Adones C. Beringuela
Vice President, Domestic Consulting Group, PKII

1. NATURE OF CONTRACT

This Contract contains the entire agreement between the parties relating to the Services. Any other term, condition, or requirement of the Consultant relating to the Services is withdrawn.

The Consultant is an independent contractor and not an agent, employee or partner of the Employer.

The Consultant acknowledges that the Employer is assisting the Main Contractor with the Design for the Project and Main Contract, and that the Consultant must observe, perform and comply with all provisions of the Main Contract and Design requirements in so far as that apply to the Services (or any part of the Services) and are not inconsistent with or have not been replaced with the provisions of this Contract.

The Consultant is deemed to have full knowledge of the Main Contract and Design (other than details related to pricing) and the Employer will, if the Consultant requests provide the Consultant with a true copy (less such details) at the Consultant's request.

2. SERVICES

- (a) The Consultant will perform the Services exclusively for the Contractor:
 - (i) with the high standard of skill, care and attention expected of a consultant who regularly provides services of the same type as the Services;
 - (ii) with the knowledge, skill and experience of a consultant qualified to provide the Services;
 - (iii) so that the Services, and any material, document or thing provided as part of the Services, are fit for their intended purpose ascertainable at the time they are provided under this Contract;
 - (iv) in accordance with the Employer's directions and this Contract, including any the Special Conditions; and
 - (v) for the purposes of the Main Contract and Design and to the requirements of the Main Contract and Design documents and any associated documents.
- (b) The Consultant acknowledges that the Employer is relying on its skill, knowledge, judgment and expertise for the execution of the Services.

3. COMMENCEMENT AND COMPLETION

- (a) The Consultant will within the time stated in the Schedule give to the Employer a program acceptable to the Employer for the execution of the Services.
- (b) The Consultant will commence the Services by the Date for Commencement and regularly and diligently continue executing the Services in accordance with the program.
- (c) The Consultant must notify the Employer in writing as soon as practicable after becoming aware of any matter or circumstance that may adversely affect the scope, timing or execution of the Services, detailing the matter or circumstance and its anticipated effect the Consultants performance of the Services.
- (d) If the Date for Commencement is extended the Consultant will not be able to claim additional rates or costs.

4. EXECUTION OF THE SERVICES

- (a) The Consultant will:
 - (i) promptly inform the Contractor if any information or document provided to the Consultant by the Employer is inadequate to enable the Consultant to properly perform the Services or contains any ambiguity or inaccuracy;
 - (ii) regularly consult with the Employer regarding the execution of the Services;
 - (iii) make enquiries to ensure it understands the Employer's requirements with respect to the

Services;

- (iv) fully co-operate with, and co-ordinate its work with the work of, the Employer and the Employer's other consultants, contractors and agents;
 - (v) the consultant undertakes to provide to the Employer any value add proposals;
 - (vi) ensure that the key personnel nominated in the Schedule are engaged in the execution of the Services ;ensure that each person who performs the Services:
 - (A) is experienced, competent and qualified; and
 - (B) complies with any applicable site requirements of the Main Contractor or the Employer including, without limitation, those relating to security, industrial relations, safety, site induction, environmental, and community relations;
 - (vii) immediately remove from the execution of the Services any person who in the opinion of the Employer (acting reasonably) is incompetent or misconducts themselves; and
 - (viii) do all things necessary and incidental for the proper execution of the Consultant's obligations pursuant to the Contract.
- (b) Any receipt, comment, approval, consent or direction by the Employer will not relieve the Consultant from, or on any way diminish or affect, the Consultants' obligations under this Contract.

5. CONFIDENTIALITY

- (a) The Consultant will treat all material and information:
 - (i) supplied to it by, or on behalf of, the Employer in relation to the Services; or
 - (ii) prepared, developed, discovered or collated by or on behalf of the Consultant, for the purpose of fulfilling its obligations under this Contract,as confidential ("**Confidential Information**"). The Consultant acquires no interest in the Confidential Information and will use it only as is necessary for the execution of the Services.
- (b) Any material relied upon and developed shall be kept for a minimum period of 7 years.

6. REGULATIONS

The Consultant will ensure that the execution, and the product, of the Services comply with:

- (a) all requirements of this Contract, the applicable Building Code(s), standards, statutes, regulations, by-laws and codes of practice; and
- (b) the requirements of all government, statutory, and regulatory authorities or bodies having jurisdiction with respect to the Services.

7. VARIATIONS

(a) Notice Requirements

- (i) If the Employer requires a variation to the Services, the Employer will notify the Consultant in writing of that variation.
- (ii) The Consultant will not accept Variations or instructions directly from the any third party, including the Main Contractors Client or Main Contractor. The Consultant also acknowledges that, in relation to variations, only the Employer's Representative or its appropriate delegate has authority to act on behalf of the Employer, and this clause 7 will be read accordingly.

(b) Variations are to be priced

- (i) In response to a variation notice from the Employer, the Parties will promptly consult in relation to any increase or decrease in the Contract Sum that is reasonable. Without limiting the foregoing, the parties may also

have regard to the nature of the variation, the proportion that the changed scope of work bears to the whole of the Services, and the Schedule of Rates set out in Appendix B by which Contract Sum adjustments for variation are to be assessed. The rates per Hour' in Annexure B will be used, unless clause 21.2(c) applies.

- (ii) If the Parties cannot agree on an adjustment to the Contract Sum for a variation within 7 days of the Employer providing the notice of variation, the Employer will determine the Contract Sum adjustment, acting fairly and having regard to the factors set out in clause 7(b)(i).

(c) Variations are to be given effect

The Consultant will give effect to the variation immediately as though the variation were a part of the Services already included in this Contract:

- (i) once the process in clause 7(b) is finished; or
- (ii) in the case of a variation that the Employer reasonably determines is necessary to preserve health and safety, immediately but without prejudice to the Contract Sum adjustment process set out in clause 7(b).

(d) Consultant's duty to warn

If a variation required by the Employer would prejudice the Consultant's ability to comply with its other obligations under this Contract, including under clause 2, the Consultant will promptly warn the Employer of that in writing, giving reasonable substantiation for the basis of its concern. If the Employer insists on the variation, notwithstanding the Consultant's warning and substantiation, the Consultant will comply with its obligations under this clause 7 but will be relieved of any liability for breach to the extent the breach was caused by the variation (and to the extent the Consultant warned of the potential breach).

(e) No variations invalidate

No variation issued in accordance with this Contract will vitiate or invalidate this Contract.

8. INTELLECTUAL PROPERTY

- (a) All intellectual property in all documents and material created for, or forming part of, the Services will vest on creation in the Employer.
- (b) All documents and material provided to the Consultant by the Employer will be returned to the Employer by the Consultant on termination or completion of this Contract. Notwithstanding the foregoing, the Consultant will be entitled to retain one (1) copy of the material for audit purposes.
- (c) The Consultant will indemnify the Employer against any liability, cost, loss, expense, damage or claim arising from or related to any infringement by the Consultant of intellectual property rights in the execution of the Services.
- (d) Without limiting clause 8(c), the Consultant grants to the Employer a non-transferable, revocable, royalty-free, world-wide license (or sublicense as the case may be) to use the Consultant IP for the purposes of the Project.
- (e) For the purposes of this clause 8, "**Consultant IP**" means intellectual property owned by, or licensed to, the Consultant prior to commencement of the Services which did not come into existence by reason of the performance of the Services.

9. INDEMNITY / INSURANCE

- (a) The Consultant will indemnify the Employer against any liability, cost, loss, expense, damage or claim (including for death or personal injury) caused by the act, default or omission of the Consultant, its employees, consultants or agents.
- (b) Before commencing the Services, the Consultant will effect and maintain for the period stated in the

Schedule:

- (i) professional indemnity insurance on terms and with an insurer satisfactory to the Employer for an amount not less than the sum stated in the Schedule for any one claim and in the aggregate, with provision for one reinstatement for the period of insurance;
- (ii) a policy of insurance for death of, or injury to, persons employed by the Consultant including liability at common law and under statute; and
- (iii) a policy for public liability insurance, including for death of, or injury to any person, and loss of, or damage to, property of third persons for an amount not less than the sum stated in the Schedule. The insurance will cover the Employer for its vicarious or contingent liability arising from the acts or omissions of the Consultant in performing the Services.

- (c) The Consultant will provide the Employer with copies of the certificates of currency, of the insurance policies required by this Contract to be effected and, from time to time, evidence that they are current. The Consultant will ensure that each of its sub-consultants is similarly insured.

10. PAYMENT

- (a) The Consultant will submit progress claims in a form acceptable to the Employer by the date specified in the Schedule.
- (b) The Employer will pay the Consultant the Contract Sum by way of progress payments which are calculated on a milestone basis as set out in Appendix A, up to a maximum amount of PhP27,200,000 (incl VAT). The Contract Sum will not be subject to rise and fall. Any payment will be on account only.
- (c) The Consultant warrants that the Employer has made no representation regarding the Services and the Contract Rates and Contract Sum will apply whatever the extent of the Services.
- (d) The Employer will reimburse the Consultant for any disbursements and Expenses reasonably incurred by the Consultant with prior approval in writing by the Employer.
- (e) As a condition precedent to payment of any account, the Consultant will give the Employer evidence satisfactory to the Employer that the insurances required by this Contract have been effected and maintained.
- (f) The Employer may deduct from any moneys payable to the Consultant any moneys that are debts due and owing by the Consultant to the Employer in relation to this Contract.

11. NOTICES

Any notice to be given under or in connection with this Contract will be in writing and delivered by hand, post, facsimile or email at the address for the recipient stated above.

12. SUBCONTRACTING

The Consultant will not:

- (a) assign, charge or encumber this Contract (or any interest in it); or
- (b) subcontract the whole or any part of this Contract, without the prior written consent of the Employer. The Consultant will remain responsible to the Employer for the work of any sub-consultant.

13. DEFAULT

- (a) The Employer may by notice in writing terminate this Contract if, in the reasonable opinion of the Employer, the Consultant:
 - (i) becomes insolvent;
 - (ii) fails, within 10 Business Days after receiving a written notice from the Employer, to proceed with the Services in a regular and diligent or in a competent manner;

- (iii) will not complete the Services in accordance with the program accepted by the Employer; or
- (iv) commits a material breach of this Contract.
- (b) If the Employer so terminates this Contract, the Employer will only be liable to pay the Consultant for work already carried out by the Consultant, less any cost, loss, expense or damage the Employer has incurred or is likely to incur as a result of the Consultant's breach. The Consultant will not be entitled to claim any consequential loss or damage, including without limitation loss of profits or loss of opportunity.
- (c) Such termination will not prejudice any right of the Employer to recover from the Consultant damages for any breach of this Contract.

14. TERMINATION FOR CONVENIENCE

The Employer may terminate this Contract at any time for its convenience by providing the Consultant with not less than fourteen (14) days written notice, and will only be liable to pay the Consultant for work already carried out by the Consultant.

The Consultant will not be entitled to claim any consequential loss or damage including, without limitation, loss of profits or loss of opportunity.

15. SURVIVING CLAUSES

Clauses 5, 8, 9(a), 10, 17, 18 and 20 survive any termination of this Contract.

16. GOVERNING LAW

This Contract is subject to the laws of the Region or Territory stated in the Schedule.

17. LIABILITY

- (a) Any information or material that the Consultant provides to the Contactor will be verified in accordance with the Services that the Employer has warranted to provide. The Consultant warrants that they have the necessary skills and expertise to perform the service on the basis of the information as provided by the Employer.
- (b) The Employer will not be liable for, and is released from, any claims of any nature not notified to it in writing within 28 days of the occurrence of the event or circumstance giving rise to the claim, together with full particulars of the claim.
- (c) Upon the Consultant accepting the final payment from the Employer, the Consultant releases and discharges the Employer from any and all claims, demands, liability and causes of action that the Consultant has or may have arising out of or in relation to this Contract only.
- (d) Notwithstanding anything to the contrary in this Contract, and to the maximum extent not prohibited by law, a Party will not be liable to the other Party for or in respect of any indirect, consequential and/or special loss, damage, harm, liability or cost whatsoever. However this clause 17(d) does not apply to or limit or exclude in any way any liability of the Consultant that is an Exception to the Exclusion. For the purposes of this clause 17(d), 'Exception to the Exclusion' means any liability of the Consultant:
 - (i) for infringement of any intellectual property right;
 - (ii) for wrongful disclosure of confidential information;
 - (iii) for fraudulent or criminal conduct;
 - (iv) for a breach of any laws or legislation;
 - (v) which is covered by an insurance policy held by the Consultant up to the amount of insurance coverage required under the Contract, including liability that would have been covered had the Consultant complied with its obligations under the Contract or complied with the requirements of the relevant insurance policy.

18. DISPUTES

- (a) Any dispute or difference arising out of or in connection with this Contract including its validity or termination (**Dispute**) must be first referred to the respective Parties' senior executives for resolution by negotiation within 28 days of the Dispute being notified by either Party to the other.
- (b) Subject to compliance with clause 18(a), all Disputes must be referred to and determined by arbitration. The arbitration must be conducted in English, in Sydney, Australia at the Australian Centre for International Commercial Arbitration (**ACICA**) by and in accordance with the Arbitration Rules of the ACICA, in force at the time of the arbitration. There will be one (1) arbitrator who will be agreed between the Parties or, failing agreement, appointed by the ACICA. The decision of the arbitrator will be final and binding on the Parties.
- (c) Neither of the Parties will be released from performing its obligations under this Contract by reason of any arbitration proceedings being instigated.
- (d) Nothing in this clause 18 should be construed as preventing a Party from applying to a court of competent jurisdiction to obtain urgent interlocutory relief.

19. RIGHTS OF THIRD PARTIES

Notwithstanding any other provision of this Contract, nothing in this Contract confers or purports to confer any right to enforce any of its terms on any person or entity who is not a Party to this Contract, pursuant to the Contract (Rights of Third Parties) Ordinance (HK) or otherwise.

20. OTHER CONDITIONS

20.1 Compliance with CIMIC Code of Conduct

The Consultant warrants, represents and undertakes that they shall at all times comply with the CIMIC Code of Conduct available at:

http://www.cimic.com.au/data/assets/pdf_file/0018/3429/Group-Code-of-Conduct.pdf.

As part of and in relation to such compliance, and as a condition precedent to entitlement to and payment of any of the Contract Sum, the Consultant warrants, represents and undertakes that:

- (a) it has and shall at all times comply with all applicable anti-bribery and anti-corruption legislation, including, without limitation, the following:
 - (i) the US Foreign Corrupt Practices Act 1977;
 - (ii) the UK Bribery Act 2010; and
 - (iii) the Prevention of Bribery Ordinance (Cap 201); and
- (b) it has never offered or given and shall never offer or give any advantage, gratuity, bonus, discount, bribe, loan or loan of any sort to government agency or government official (including, without limitation, any agent, employee or other members of staff of the same), nor has it made or will it ever make any payment to which such agency or official which is prohibited or otherwise not allowed under all applicable anti-bribery and anti-corruption laws.

20.2 Employer Limitation of Liability

- (a) To the maximum extent permitted by law, and notwithstanding any other provision of this Contract, payment by the Employer of all the due and payable Contract Sum (in whole or part) for satisfactory performance of the Services that are totally and have been at all times in accordance with this Contract and its obligations thereunder is the Consultant's sole and exclusive remedy against the Employer for any and all losses, costs, expenses, damages, expenses and liabilities of whatsoever kind arising out of and/or in connection with this Contract (including, without limitation, in respect of any breach or termination), and if and to the extent the Employer has any liability to the Consultant, it

shall be limited to payment of all such due and payable Contract Sum (in whole or part).

- (b) Any term or part of this Contract which is illegal, void, voidable, or unenforceable may be severed from this Contract to that extent and any such severance does not affect the continued operation of the other parts of this Contract which continue in force.
- (c) This clause 20 shall survive termination or expiry of this Contract.

21. SPECIAL CONDITIONS

21.1 Effect of Special Conditions

These Special Conditions are incorporated into this Contract and are to be read and construed together with the foregoing terms and conditions. In the event of any ambiguity, conflict and/or discrepancy, these Special Conditions will prevail over the foregoing and the Appendix C. As between the foregoing and the Appendix, the provisions more onerous and/or imposing the higher standard and/or greater liability and/or responsibility on the Consultant (as the case may be) shall prevail in the event of any ambiguity, conflict and/or discrepancy.

21.2 Terms of Special Conditions

- (a) The Contract Sum represents a maximum capped fee for the provision of Services.
- (b) The Consultant shall submit weekly timesheets for approval by the Employer.
- (c) To the maximum extent permitted by law, and notwithstanding any other provision of this Contract, the Consultant's maximum liability under, arising out of, or in any way in connection with, the Contract (whether in contract, tort (including negligence), equity, breach, termination or otherwise) is limited to the Contract Sum. However this clause 21.2(c) does not apply to limit the Consultant's liability that is an Exception to the Limitation.

For the purposes of clause 21.2(c), an 'Exception to the Limitation' means any liability of the Consultant:

- (i) for personal injury or death;
- (ii) for loss of or damage to third party property;
- (ii) for infringement of any intellectual property right;
- (iv) for wrongful disclosure of confidential information;
- (v) for repudiation or wrongful abandonment of the Contract;
- (vi) for fraudulent or criminal conduct of the Consultant;
- (vii) for breach of any laws or legislation;
- (viii) for willful default which is an intentional act or omission of the Consultant undertaken with a reckless disregard for the known and harmful consequences; or
- (ix) which is covered by an insurance policy held by the Consultant up to the amount of insurance coverage required under the Contract, including liability that would have been covered had the Consultant complied with its obligations under the Contract or complied with the requirements of the relevant insurance policy.

Appendix A – SCOPE OF SERVICES

1. Detailed Engineering Design

The detailed design scope of services and qualifications is defined as follows:

- (a) The Consultant will exclusively provide to the Employer the Services described below:
 - (i) Utilities relocation plans (pickup survey by Main Contractor), including relocation/modifications/replacement plan of existing utilities and structures, including removal methodology
 - (ii) Civil and Alignment design including heavy vehicles lane guidance onto central infill viaduct and RoW plans
 - (iii) Lines and Signs including relocation and modification of existing VMS
 - (iv) Road and viaduct Drainage
 - (v) Roadway lighting and electrical to project extents
 - (vi) Civil / structural details related to Fixed Operating Equipment (FOE) i.e. mounting posts, manholes, pull boxes, etc if required. Exclude design and requirement for FOE
 - (vii) Marked up relocation plans as indicated by NLEX in PED scope of works for Fixed Operating Equipment – CCTV and FOC line
 - (viii) Traffic Management Plan
 - (ix) Approach to viaduct (including earthworks and pavements)
- (b) The Consultant has assumed the following in relation to the Services:
 - (i) Scope of Services and deliverables as defined in the PED documents for the project as prepared by NLEX Corporation;
 - (ii) Consultant shall be the Engineer of Record during the construction stage and provide review and certification. The Engineer of Record to submit designs, drawings and information to a level of completeness and in a format required by the relevant statutory authorities to allow them to approve in a timely manner to suit the Project Programme;
 - (iii) participation in weekly coordination meetings;
 - (iv) preparation of very succinct TANs and associated engineering schemes;
 - (v) preparation of drawings, reports and specifications as required by PED and for estimating input;
 - (vi) preparation of Bill of Quantities / Quantity Estimates for civil and electrical works, for DPWH and TRB submissions; and
 - (vii) the Services will be delivered remotely.
- (c) The following items are excluded from the Services:
 - (i) Structures and Geotechnical by the Employer
 - (ii) Topographic/Hydrographic/Parcellary Surveys
 - (iii) Environmental and Social Surveys and Assessment

2. Construction Phase Services

- Construction Phase Services such as RFIS, NCRs, design change or technical advice will be provided on an hourly rates basis at the rates defined in the Tables in Appendix B.

Appendix B – CONTRACT SUM

Pursuant to clause 10(b) of this Contract, the Contract Sum will be calculated on a milestone basis in accordance with the Contract Rates set out in the table below up to a maximum and lump sum amount of PhP 27,200,000.00 (incl VAT).

Table 1 – Package Milestone Billing Breakdown & Description of Contract Sum

DESCRIPTION		AMOUNT	MILESTONE				
			Day 1	MS1	MS2	MS3	MS4
				30%	30%	30%	10%
Mobilization Fee	Fee	2,720,000.00	2,720,000.00				
DED Plan, Profiles, Cross Sections	Fee	16,980,000.00		5,094,000.00	5,094,000.00	5,094,000.00	1,698,000.00
Structures	Fee	7,500,000.00		2,250,000.00	2,250,000.00	2,250,000.00	750,000.00
TOTAL (SUB-CONSULTANT) - PHP		27,200,000.00	2,720,000.00	7,344,000.00	7,344,000.00	7,344,000.00	2,448,000.00

Table 2 – Milestone Billing Description

Milestone	% of Package Fee	Deliverables
MS1	30%	DED draft plan, long sections and cross sections
MS2	30%	DED - complete set draft DED drawings, draft calculations, reports, specifications
MS3	30%	100% Issue, Final DED drawings, reports, calculations, specifications
MS4	10%	IFC, AFC approval by NLEX/IDC

Table 3 - Contract Rates

Indicative Tender Team (Roles)	Grade	Resource	100% Rates per month (PhP excl VAT)
PKII Coordinator		T Laureta	275,000
Snr Highway/IC Engineer		F Lagmay	240,000
Snr Hydrologist/Drainage Engineer		C Templo	220,000
Utilities/Survey Engineer		R Pantino	220,000
Construction/Traffic Engr		A Panopio	220,000
Pavement Engineer		N Tolledo	220,000
Electrical Engineer		C Pante	220,000
Project Advisor		N David	300,000
Civil 3D Specialist		TBA	150,000
Asst Civil Engineer		TBA	110,000
CAD Operators		TBA	65,000
Secretary/Admin		TBA	40,000
Office Equipment and software	LS	1,500,000	(Lump sum)
Office Supplies and Communication			100,000
Site Expenses			50,000
Total Capped Contract Sum (excl VAT)			

eAppendix C - Expenses

At the date of this Contract, the Expenses to be incurred by the Consultant are Nil. Any Expenses approved after the date of Contract, must be pre-approved in writing by the Employer's Representative, and will be charged by the Consultant at cost +5% administrative fees. Expenses claimable are limited to economy class travel and accommodation away from base if approved.

Appendix D – Variations

Pursuant to clause 7(b)(i) of this Contract, variations will be valued in accordance with the Schedule of Rates set out in the table below. Roles shown in the Schedule of Rates below that are not shown in the Contract Rates table in Annexure A shall not be deployed by the Consultant without prior written approval from the Employer's Representative under Clause 7.

Roel/Resource	Rate (PhP/month to be billed on pro-rata hourly basis assuming $40 \times 4.33 = 173$ hours per month)
PKII Coordinator	275,000
Snr Highway/IC Engineer	240,000
Snr Hydrologist/Drainage Engineer	220,000
Utilities/Survey Engineer	220,000
Construction/Traffic Engr	220,000
Pavement Engineer	220,000
Electrical Engineer	220,000
Project Advisor	300,000
Civil 3D Specialist	150,000
Asst Civil Engineer	110,000
CAD Operators	65,000
Secretary/Admin	40,000