



parties and accepted by them. The total increase amounts is FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED AND FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (\$497,650.00), including VAT, which means 4.16% of the total original value of the contract and the extension of time for the activities of the Task 1 does not alter the overall total contract term

6. Whereas, pursuant to the provisions of Annex 1. Approval Requirements of the MCC Procurement Guidelines, the proposed amendments do not require approval of FOMILENIOs' Board of Directors neither MCCs' No Objection.

THEREFORE, the Parties hereto agree:

1. To modify the **CLAUSE CGC 2.3 of Part III: Special Conditions of Contract (SCC)** in the first paragraph, replacing the text with the following:

"The contract period is broken down as follows:

#	Task	Term	Dates
1	Initial Stage	6.3 months	From October 27, 2008 to May 7, 2009
2	Task 1 - Supervision Section 2 NTH	22.5 months	From May 4, 2009 to March 20, 2011.
3	Task 2 - NTH - PM	32 months	From May 8, 2009 to January 7, 2012
4	Task 3 - Technical Services Sections 5 and 6	3 months	From March 6, 2009 to June 3, 2009
5	Task 4 - Technical Service Section 4	60 days	From September 28, 2009 to November 26, 2009.
6	Task 5 - Supervision Bridges NDJ and NEDSJ	24 months	From March 8, 2010 to March 7, 2012.
7	Task 6 - Supervision D&B Section 6	22 months	From February 15, 2010 to December 14, 2011.

2. To modify the first paragraph of **CLAUSE 6.1 of Part III: Special Conditions of Contract (SCC)**, replacing its text with the following:

"The total cost of the services is TWELVE MILLION FOUR HUNDRED AND FOURTY SEVEN THOUSAND SIX HUNDRED AND FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (US\$12,447,650.00), which is broken down as follows:

Item	MCC US\$	VAT US\$	Total US\$
Phase I - Initial Stage	1,317,653.68	110,357.43	1,428,011.11
Initial Report (1_)	234,375.22	0.00	234,375.22
Inception Report (1_)	234,375.22	0.00	234,375.22
Monthly Report	148,585.84	19,316.16	167,902.00
Monthly Report	148,585.84	19,316.16	167,902.00
Settlement Services until May 8, 2009 (Payment 1)	500,000.00	65,000.00	565,000.00
Settlement Services until May 8, 2009 (Payment 2)	51,731.56	6,725.10	58,456.66
Task 1 - Supervision Section 2	2,467,389.38	320,760.62	2,788,150.00
Task 2 - NTH - PM	3,108,849.56	404,150.44	3,513,000.00
Task 3 - Technical Services Sections 5 and 6	205,486.72	26,713.27	232,200.00
Task 4 - Technical Services Section 4	196,991.15	25,608.85	222,600.00
Task 5 - Supervision Bridges NDJ and NEDSJ	1,902,654.87	247,345.13	2,150,000.00
Task 6 - Supervision Section 6	1,870,521.14	243,167.75	2,113,688.89
Total	11,069,546.50	1,378,103.49	12,447,650.00

(1_) MCC funds billed overseas.



3. To modify APPENDIX E: Payment Schedule of the Contract, in relation with Task 1 and Task 4, replacing the following information:

"TASK 1

Supervision of the Construction Contractor(s) responsible for construction of Section 2 of NTH (from Metapán to Nueva Concepción)

<i>19 monthly payments (#1 to #19) of</i>	<i>\$ 110,400.00</i>
<i>2 monthly payments (#20 and #21) of.....</i>	<i>\$ 182,860.00</i>
<i>1 payment (#22)ont February 20, 2011(5 days later) of.....</i>	<i>\$ 91,430.00</i>
<i>Final payment with the approval of Final Report</i>	<i>\$ 233,400.00</i>
	<i>\$2,788,150.00</i>

TASK 4

Preparation of Conceptual Design and Term of Reference for bidding documents of Section 4 of the NTH

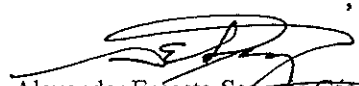
<i>Conceptual Design and Sections VII, VIII and XI of the BD(DdL) for Section 4C</i>	<i>\$ 55,000.00</i>
<i>Sections VII, VIII y XI of the BD (DdL) for Section 4A</i>	<i>\$ 55,000.00</i>
<i>Sections VII, VIII y XI of the BD (DdL) for Section 4B</i>	<i>\$ 55,000.00</i>
<i>At the end of the consultation period for bidders.....</i>	<i>\$ 17,100.00</i>
<i>Additional Works Payment for Section 4A (agreement between the parties).....</i>	<i>\$ 40,500.00</i>
	<i>\$222,600.00</i>

All values include VAT."

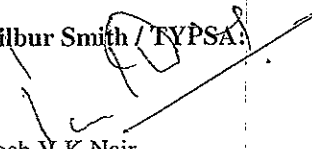
All other terms and conditions of the Agreement or its amendments not mentioned in this document remain unchanged and remain valid and enforceable with respect to their obligations.

Therefore, we signed, this Amendment to be executed under the Contract and the laws of El Salvador on November 4th, 2010.

By and on behalf of Fondo del Milenio:


Dr. Alexander Ernesto Segovia Cáceres
FOMILENIO's President of the Board

By Wilbur Smith / TYPASA:


Santhosh V K Nair
Regional Vice President



AMENDMENT # WST-04/2011 OF THE CONTRACT # 0047

This Contract Amendment (the "Fourth Contract Amendment"), by and between, on one hand, **Fondo del Milenio**, a Salvadoran autonomous public entity created pursuant to Legislative Decree # 189, dated December 20, 2006 (hereinafter called FOMILENIO) and on the other hand, **WILBUR SMITH ASSOCIATES, INC.** in association with **TECNICA Y PROYECTOS, S.A. (TYPISA)** ("The Consultant"), each of which will be jointly as severally liable to FOMILENIO for all of the Consultant's obligations under the Contract and is deemed to be included in any reference to the term "Consultant"; executed as of September 29th, 2008, identified as Contract number 47, for the provision of **PROJECT MANAGEMENT, SUPERVISION OF DESIGN AND CONSTRUCTION SUPERVISION FOR THE CONNECTIVITY PROJECT ON THE NORTHERN TRANSNATIONAL HIGHWAY**, for a Contract Price of **ELEVEN MILLION NINE HUNDRED FIFTY THOUSAND 00/100 UNITED STATES OF AMERICA DOLLARS (US\$11,950,000.00)** VAT included, and effective for a total contract period of **FORTY FIVE (45) MONTHS** including 2 phases.

BACKGROUND:

1. WHEREAS, the Parties executed a **CONTRACT AGREEMENT** dated the 29th of September 2008, which was modified as agreed in Contract Amendment executed as of the 8th of May 2009 (the Contract Agreement and the Contract Amendment) mainly on the following: (i) Base Period was modified to 32 months, which included and set the duration of Task 1 for 20 months, 32 months for Task 2 and 3 months for Task 3, while Tasks 4, 5 and 7 would be activated only after determined by the Parties through a negotiation in good faith to agree on a fixed cost and term for each of the tasks; (ii) It was set a fixed price for Task 1 of \$2,331,000 for 20 months; for Task 2 of \$3,513,000 for 32 months and for Task 3 a price of \$230,200 for 3 months, while Tasks 4, 5, 6 y 7, a fixed price would be determined for each task up to \$4,189,323 and in the event the Parties were unable to reach agreement on the scope and fixed price of these tasks, they would not form part of this contract; (iii) It was established a mechanism to liquidate the services provided since the beginning of the services until the date of this first amendment preliminarily valued to an estimated amount of \$1,686,477.00, without modifying the original contract value.
2. WHEREAS, the Parties executed a **Second Contract Amendment** as of September 25, 2009 in order to modify the contract in the following: (i) Modify the Contract Appendix A – Description of Services replacing the text in the Contract with the description set in ANEXO A of this amendment for Task 1, Task 2 and Task 3, with the description set in ANEXO B of the same amendment for Task 4, with the description set in ANEXO C for Task 5, with the description set in ANEXO D for Task 6; (ii) Set a fixed price of \$182,100 (VAT included) and a term of 60 days for Task 4, a fixed price of \$2,150,000 (VAT included) and a term of 24 months for Task 5, a fixed price of \$2,115,688.89 (VAT included) and a term of 22 months for Task 6; (ii) To amend the Contract Appendix B – Reporting requirements and deliverables replacing its content with the ANEXO E to this second amendment; (iii) To amend the Contract Appendix E – Payment Schedule replacing in its entirety with the ANEXO F; (iv) Delete in its entirety the Appendix D, Appendix DI, Appendix H – The TOR and its amendments and clarifications, Appendix I – The Technical Proposal and Appendix J – the negotiation minutes; and (v) To amend the Contract Appendix F – Services and Facilities provided by FOMILENIO with the ANEXO G to this Second Contract amendment. (the Contract Agreement and the Contract Amendment, together constitute "*the Contract*").
3. WHEREAS the Parties executed a **Third Contract Amendment** as of November 4th., 2010 in order to modify the contract in the following: (i) Increase the contract amount in **FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 497,650.00)**, including VAT, equivalent to 4.16% of the original contract value for the following aspects: (a) **FORTY THOUSAND FIVE HUNDRED AND 00/100 UNITED STATES OF AMERICA**



DOLLARS (U.S. \$ 40,500.00), including VAT, in addition to previously authorized cost of Task 4 as a result of the decision of the Review Committee appointed by the parties to review and decide on the merits of additional costs generated by the work done in providing Engineering Services for the Section 4 of the Northern Highway and (b) FOUR HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 457,150.00), including VAT, as additional costs determined by the level of effort required to extend Supervision Services of Segments 2A and 2B1 of the Northern Transnational Highway until February 20, 2011; (ii) Establish as a result of implementing the agreement between the parties set forth in Section 2 of Amendment # 1 dated May 8, 2009, the final liquidation value of the initial services of the contract until that date required in ONE MILLION FOUR HUNDRED TWENTY EIGHT THOUSAND AND ELEVEN 11/100 UNITED STATES OF AMERICA DOLLARS (US\$1,428,011.11). All these amendments established the revised contract value in TWELVE MILLION FOUR HUNDRED AND FORTY SEVEN THOUSAND SIX HUNDRED AND FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (US\$12,447,650.00) and as the date of termination of services on March 7, 2012.

RECITALS:

1. WHEREAS GENERAL CONDITIONS OF CONTRACT Subclause 2.4.1 indicates that: *"Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the authorized representatives of the Parties. Pursuant GCC Sub clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party."*
2. WHEREAS, as on March 25, 2011, by Note ID: GP-014/2011, the Consultant submitted to the Project Manager of Sections 2A and 2B, the Financial Bid with the required levels of effort for the extension of Supervision Services of Segment 2B1 of the Northern Transnational Highway (Task 1), which was accepted and communicated by the Note: CLN-T2B1-55A/11, dated March 26, 2011, approving a value of SIXTY FOUR THOUSAND EIGHT HUNDRED AND FIFTY FIVE 00/100 UNITED STATES OF AMERICA DOLLARS (US\$64,855.00), VAT included; and it was agreed by the parties that engineering services including the liquidation process will end on April 30, 2011.

This modification results as a consequence of the corresponding extension of Construction Contracts of Section 2B1 of NTH (from Santa Rosa Guachipilín to El Matazano), Contract 209/2009: Construction of Section 2B1 of the Northern Transnational Highway, Segment: Santa Rosa Guachipilín - El Matazano; signed by and between FOMILENIO and construction company Constructora Santa Fe, Ltd., which is the object of the supervision services of the aforementioned Task 1.

3. WHEREAS, as of May 20, 2011, Parties negotiated and agreed an extension of contract services corresponding to Task 5, as recorded in the Aide Memoire of the negotiation process by which it was determined the required levels of effort for the extension of Supervision Services of Nombre de Jesus and Nuevo Eden de San Juan Bridges of the Northern Transnational Highway, indicating that Supervision activities of the works shall be performed up to the completion date of April 28, 2012, extension that implies a total additional cost at fixed price of FOUR HUNDRED FIFTY NINE THOUSAND EIGHTY FIVE 00/100 UNITED STATES OF AMERICA DOLLARS (US\$459,085.00), VAT included.

This modification results as a consequence of the corresponding extension of Construction Contracts of both Bridges of NTH (Nombre de Jesus and Nuevo Eden de San Juan), respectively: Contract 300/2010: Construction of Nombre de Jesus Bridge and Contract 299/2010: Construction of Nuevo Eden de San Juan



Bridge of the Northern Transnational Highway; signed by and between FOMILENIO and construction company ASTALDI S.P.A., and is the object of the supervision services of the aforementioned Task 5.

4. WHEREAS, as of May 23, 2011, Parties negotiated and agreed an extension of contract services corresponding to Task 6, as recorded in the Aide Memoire of the negotiation process by which it was determined the required levels of effort for the extension of Supervision Services of Segment 6 of the Northern Transnational Highway, indicating that Supervision activities of the works shall be performed up to the completion date of June 14, 2012, extension that implies a total additional cost at fixed price of FIVE HUNDRED SEVENTY SIX THOUSAND FOUR HUNDRED AND SIXTY 61/100 UNITED STATES OF AMERICA DOLLARS (US\$576,460.61), VAT included.

This modification results as a consequence of the corresponding extension of Construction Contract of Section 6 of NTH, Contract 290/2010, Construction of Section 6 of the Northern Transnational Highway, Segment: Desvío Ciudad Barrios- Osicala y Delicias de Concepción - Cacaopera; signed by and between FOMILENIO and construction company Constructora MECO, S.A. and is the object of the supervision services of the aforementioned Task 6.

5. WHEREAS on October 6, 2011, Project Managers of the different sections involved in this amendment, and the Connectivity Manager referred to the FOMILENIO Deputy Executive Director of Infrastructure, requests to execute the contractual amendments for the Supervision Services under Contract 047/2008, which has been reviewed and has the approval of Project Managers and the Connectivity Manager.
6. WHEREAS on October 11, 2011, the FOMILENIO Deputy Executive Director of Infrastructure submitted to the Procurement Director of Institutional Procurement Agency (ACI, in Spanish), the contract amendment application, with approval of his Unit, in order to include the following changes: (i) Extend the time limit for completion of Task 1 until April 30, 2011 including the Final Report and to increase the amount by US\$ 64,855.00, including VAT; (ii) Extend the time limit for completion of Task 5 in 173 days more until April 28, 2012 including the Final Report and to increase the amount by US\$459,085.00, including VAT; and (iii) Extend the time limit for completion of Task 6 in 183 days more until June 14, 2012 including the Final Report and to increase the amount by US\$ 576,460.61, including VAT. The total increase amounts is ONE MILLION ONE HUNDRED THOUSAND FOUR HUNDRED 61/100 UNITED STATES OF AMERICA DOLLARS (\$1,100,400.61), including VAT, which together with the previous increase of FOUR HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED AND FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (US\$497.650.00) represents a total increase of ONE MILLION FIVE HUNDRED NINETY EIGHT THOUSAND FIFTY 61/100 UNITED STATES OF AMERICA DOLLARS (US\$1,598,050.61) equivalent to 13.4% of the original contract value and fixing the date of completion of contract activities on June 14, 2012.

7. WHEREAS on October 7, 2011, the Deputy Executive Director of Infrastructure, Connectivity Manager and Finance Director of FOMILENIO, have signed the request for funds # 4/2011, which supports the availability of resources to cover additional costs resulting from this contract modification.
8. WHEREAS, pursuant to the provisions of Annex 1. Approval Requirements of the MCC Procurement Guidelines, the proposed amendments were approved by FOMILENIOs' Board of Directors, Session # 121, point # 6 y 7, date on July 7th, 2011 and MCC issued its No Objection on November 1, 2011.
9. WHEREAS the Consultant has submitted a Power of Attorney dated October 11, 2011, in Richland County, South Carolina, United States of America, before the public notary Teresa C. Arneson and duly apostilled by the Secretary of State of South Carolina, Mark Hammond, dated October 12, 2011 No. 107 179, in which has appointed Mr. Oscar Caceres, as a lawful attorney for and in the name of Wilbur Smith



Associates, Inc., to do all the things necessary to carry on the affairs in El Salvador, including but not limited to, signing proposals, contracts, agreements, and other documents necessary to carry on the business affairs, or any such documents, letter, copy reports or other items as may be necessary in connection therewith until December 31, 2011.

THEREFORE, the Parties hereto agree:

- To modify the **CLAUSE CGC 2.3 of Part III: Special Conditions of Contract (SCC)** in the first paragraph, replacing the text with the following:

"The contract period is broken down as follows:

#	Task	Term	Dates
1	Initial Stage	6.3 months	From October 27, 2008 to May 7, 2009
2	Task 1 - Supervision Section 2 NTH	23.5 months	From May 4, 2009 to April 30, 2011.
3	Task 2 - NTH - PM	32 months	From May 8, 2009 to January 7, 2012
4	Task 3 - Technical Services Sections 5 and 6	3 months	From March 6, 2009 to June 3, 2009
5	Task 4 - Technical Service Section 4	60 days	From September 28, 2009 to November 26, 2009.
6	Task 5 - Supervision Bridges NDJ and NEDSJ	26.1 months	From March 8, 2010 to April 28, 2012.
7	Task 6 - Supervision D&B Section 6	28.3 months	From February 15, 2010 to June 14, 2012.

- To modify the first paragraph of **CLAUSE 6.1 of Part III: Special Conditions of Contract (SCC)**, replacing its text with the following:

"The total cost of the services is THIRTEEN MILLION FIVE HUNDRED AND FORTY EIGHT THOUSAND AND FIFTY 61/100 UNITED STATES OF AMERICA DOLLARS (US\$13,548,050.61), which is broken down as follows:

Item	MCC US\$	VAT US\$	Total US\$
Phase I - Initial Stage	1,317,653.68	110,357.43	1,428,011.11
Initial Report (1 /)	234,375.22	0.00	234,375.22
Inception Report (1 /)	234,375.22	0.00	234,375.22
Monthly Report	148,585.84	19,316.16	167,902.00
Monthly Report	148,585.84	19,316.16	167,902.00
Settlement Services until May 8, 2009 (Payment 1)	500,000.00	65,000.00	565,000.00
Settlement Services until May 8, 2009 (Payment 2)	51,731.58	6,725.10	58,456.66
Task 1 - Supervision Section 2	2,524,783.19	328,221.81	2,853,005.00
Task 2 - NTH - PM	3,108,849.56	404,150.44	3,513,000.00
Task 3 - Technical Services Sections 5 and 6	205,486.72	26,713.27	232,200.00
Task 4 - Technical Services Section 4	196,991.15	25,608.85	222,600.00
Task 5 - Supervision Bridges NDJ and NEDSJ	2,308,924.78	300,160.22	2,609,085.00
Task 6 - Supervision Section 6	2,380,663.27	309,486.23	2,690,149.50
Total	12,043,352.35	1,504,698.25	13,548,050.61

(1 /) MCC funds billed overseas.

Handwritten signature/initials.



3. To modify APPENDIX E: Payment Schedule of the Contract, in relation with Task 1, Task 5 and Task 6, replacing the following information:

"TASK 1

Supervision of the Construction Contractor(s) responsible for construction of Section 2 of NTH (from Metapán to Nueva Concepción)

<i>19 monthly payments (#1 to #19) of</i>	<i>\$ 110,400.00</i>
<i>2 monthly payments (#20 and #21) of.....</i>	<i>\$ 182,860.00</i>
<i>1 payment (#22) on February 20, 2011(5 days later) of.....</i>	<i>\$ 91,430.00</i>
<i>1-payment (#23) on November 2011 of</i>	<i>\$ 64,855.00</i>
<i>Final payment with the approval of Final Report</i>	<i>\$ 233,400.00</i>
	<i>\$2,853,005.00</i>

TASK 5

Construction Supervision Services of the Nombre de Jesus and Nuevo Eden de San Juan Bridges of the NTH.

<i>20 monthly payments (#1 to #20) of</i>	<i>\$ 85,000.00</i>
<i>Total of monthly payments 1 through 20</i>	<i>\$ 1,700,000.00</i>
<i>6 monthly payments (#21 to #26) of</i>	<i>\$ 115,000.00</i>
<i>Total monthly payments 21 through 26</i>	<i>\$ 690,000.00</i>
<i>Final payment with the approval of Final Report</i>	<i>\$ 219,085.00</i>
	<i>\$ 2,609,085.00</i>

TASK 6

Design and Construction Supervision Services of Section 6 of NTH (from Desvio Ciudad Barrios – Osicala and Delicias de Concepcion –Cacaopera)

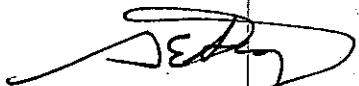
<i>27 monthly payments (#1 to #27) of</i>	<i>\$ 92,000.00</i>
<i>Total of monthly payments 1 through 27</i>	<i>\$ 2,484,000.00</i>
<i>Final payment with the approval of Final Report</i>	<i>\$ 206,149.50</i>
	<i>\$ 2,690,149.50</i>

All values include VAT."


All other terms and conditions of the Agreement or its amendments not mentioned in this document remain unchanged and remain valid and enforceable with respect to their obligations.

Therefore, we signed, this Amendment to be executed under the Contract and the laws of El Salvador on November 3rd, 2011.

By and on behalf of Fondo del Milenio:


Dr. Alexander Ernesto Segovia Cáceres
FOMILENIO's President of the Board

By and on behalf of Wilbur Smith / TYPASA:


Mr. Oscar Cáceres
Client Service Manager
Latin America and Caribbean



Second Contract amendment. (the Contract Agreement and the Contract Amendment, together constitute "*the Contract*").

3. WHEREAS the Parties executed a Third Contract Amendment as of November 4th., 2010 in order to modify the contract in the following: (i) Increase the contract amount in FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 497,650.00), including VAT, equivalent to 4.16% of the original contract value for the following aspects: (a) FORTY THOUSAND FIVE HUNDRED AND 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 40,500.00), including VAT, in addition to previously authorized cost of Task 4 as a result of the decision of the Review Committee appointed by the parties to review and decide on the merits of additional costs generated by the work done in providing Engineering Services for the Section 4 of the Northern Highway and (b) FOUR HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 457,150.00), including VAT, as additional costs determined by the level of effort required to extend Supervision Services of Segments 2A and 2B1 of the Northern Transnational Highway until February 20, 2011; (ii) Establish as a result of implementing the agreement between the parties set forth in Section 2 of Amendment # 1 dated May 8, 2009, the final liquidation value of the initial services of the contract until that date required in ONE MILLION FOUR HUNDRED TWENTY EIGHT THOUSAND AND ELEVEN 11/100 UNITED STATES OF AMERICA DOLLARS (US\$1,428,011.11). All these amendments established the revised contract value in TWELVE MILLION FOUR HUNDRED AND FORTY SEVEN THOUSAND SIX HUNDRED AND FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (US\$12,447,650.00) and as the date of termination of services on March 7, 2012.
4. WHEREAS the Parties executed a Fourth Contract Amendment as of November 3rd., 2011 in order to modify the contract in the following: ((i) Extend the time limit for completion of Task 1 until April 30, 2011 including the Final Report and to increase the amount by US\$ 64,855.00, including VAT; (ii) Extend the time limit for completion of Task 5 in 173 days more until April 28, 2012 including the Final Report and to increase the amount by US\$459,085.00, including VAT; and (iii) Extend the time limit for completion of Task 6 in 183 days more until June 14, 2012 including the Final Report and to increase the amount by US\$ 576,460.61, including VAT. The total increase amounts was ONE MILLION ONE HUNDRED THOUSAND FOUR HUNDRED 61/100 UNITED STATES OF AMERICA DOLLARS (\$1,100,400.61), including VAT, which together with the previous increase of FOUR HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED AND FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (US\$497.650.00) represents a total increase of ONE MILLION FIVE HUNDRED NINETY EIGHT THOUSAND FIFTY 61/100 UNITED STATES OF AMERICA DOLLARS (US\$1,598,050.61) equivalent to 13.4% of the original contract value and fixing the date of completion of contract activities on June 14, 2012.

RECITALS:

1. WHEREAS **GENERAL CONDITIONS OF CONTRACT** Subclause 2.4.1 indicates that: "*Any modification or variation of the terms and conditions of this Contract, including any modification*



parties and accepted by them. The total increase amounts is FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED AND FIFTY 00/100 UNITED STATES OF AMERICA DOLLARS (\$497,650.00), including VAT, which means 4.16% of the total original value of the contract and the extension of time for the activities of the Task 1 does not alter the overall total contract term

6. Whereas, pursuant to the provisions of Annex 1. Approval Requirements of the MCC Procurement Guidelines, the proposed amendments do not require approval of FOMILENIOs' Board of Directors neither MCCs' No Objection.

THEREFORE, the Parties hereto agree:

1. To modify the **CLAUSE CGC 2.3 of Part III: Special Conditions of Contract (SCC)** in the first paragraph, replacing the text with the following:

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Total	11,069,546.50	1,378,103.49	12,447,650.00

(1_) MCC funds billed overseas.



3. To modify APPENDIX E: Payment Schedule of the Contract, in relation with Task 1 and Task 4, replacing the following information:

"TASK 1

Supervision of the Construction Contractor(s) responsible for construction of Section 2 of NTH (from Metapán to Nueva Concepción)

19 monthly payments (#1 to #19) of	\$ 110,400.00
2 monthly payments (#20 and #21) of.....	\$ 182,860.00
1 payment (#22)ont February 20, 2011(5 days later) of.....	\$ 91,430.00
Final payment with the approval of Final Report	\$ 233,400.00
	\$2,788,150.00

TASK 4

Preparation of Conceptual Design and Term of Reference for bidding documents of Section 4 of the NTH


Conceptual Design and Sections VII, VIII and XI of the BD(DdL) for Section 4C	\$ 55,000.00
Sections VII, VIII y XI of the BD (DdL) for Section 4A	\$ 55,000.00
Sections VII, VIII y XI of the BD (DdL) for Section 4B	\$ 55,000.00
At the end of the consultation period for bidders.....	\$ 17,100.00
Additional Works Payment for Section 4A (agreement between the parties).....	\$ 40,500.00
	\$222,600.00

All values include VAT."

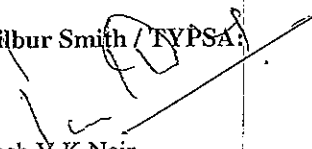
All other terms and conditions of the Agreement or its amendments not mentioned in this document remain unchanged and remain valid and enforceable with respect to their obligations.

Therefore, we signed, this Amendment to be executed under the Contract and the laws of El Salvador on November 4th, 2010.

By and on behalf of Fondo del Milenio:


Dr. Alexander Ernesto Segovia Cáceres
FOMILENIO's President of the Board

By Wilbur Smith / TYPSA:


Santhosh V K Nair
Regional Vice President



AMENDMENT # WST-05/2011 OF THE CONTRACT # 0047

This Contract Amendment (the "Fifth Contract Amendment"), by and between, on one hand, **Fondo del Milenio**, a Salvadoran autonomous public entity created pursuant to Legislative Decree # 189, dated December 20, 2006 (hereinafter called FOMILENIO) and on the other hand, **WILBUR SMITH ASSOCIATES, INC.** in association with **TECNICA Y PROYECTOS, S.A. (TYP SA)** ("The Consultant"), each of which will be jointly as severally liable to FOMILENIO for all of the Consultant's obligations under the Contract and is deemed to be included in any reference to the term "Consultant"; executed as of September 29th, 2008, identified as Contract number 47, for the provision of **PROJECT MANAGEMENT, SUPERVISION OF DESIGN AND CONSTRUCTION SUPERVISION FOR THE CONNECTIVITY PROJECT ON THE NORTHERN TRANSNATIONAL HIGHWAY**, for a Contract Price of **ELEVEN MILLION NINE HUNDRED FIFTY THOUSAND 00/100 UNITED STATES OF AMERICA DOLLARS (US\$11,950,000.00) VAT included**, and effective for a total contract period of **FORTY FIVE (45) MONTHS including 2 phases.**

BACKGROUND:

1. WHEREAS, the Parties executed a **CONTRACT AGREEMENT** dated the 29th of September 2008, which was modified as agreed in Contract Amendment executed as of the 8th of May 2009 (the Contract Agreement and the Contract Amendment) mainly on the following: (i) Base Period was modified to 32 months, which included and set the duration of Task 1 for 20 months, 32 months for Task 2 and 3 months for Task 3, while Tasks 4, 5 and 7 would be activated only after determined by the Parties through a negotiation in good faith to agree on a fixed cost and term for each of the tasks; (ii) It was set a fixed price for Task 1 of \$2,331,000 for 20 months; for Task 2 of \$3,513,000 for 32 months and for Task 3 a price of \$230,200 for 3 months, while Tasks 4, 5, 6 y 7, a fixed price would be determined for each task up to \$4,189,323 and in the event the Parties were unable to reach agreement on the scope and fixed price of these tasks, they would not form part of this contract; (iii) It was established a mechanism to liquidate the services provided since the beginning of the services until the date of this first amendment preliminarily valued to an estimated amount of \$1,686,477.00, without modifying the original contract value.
2. WHEREAS, the Parties executed a **Second Contract Amendment** as of September 25, 2009 in order to modify the contract in the following: (i) Modify the Contract Appendix A – Description of Services replacing the text in the Contract with the description set in ANEXO A of this amendment for Task 1, Task 2 and Task 3, with the description set in ANEXO B of the same amendment for Task 4, with the description set in ANEXO C for Task 5, with the description set in ANEXO D for Task 6; (ii) Set a fixed price of \$182,100 (VAT included) and a term of 60 days for Task 4, a fixed price of \$2,150,000 (VAT included) and a term of 24 months for Task 5, a fixed price of \$2,115,688.89 (VAT included) and a term of 22 months for Task 6; (ii) To amend the Contract Appendix B – Reporting requirements and deliverables replacing its content with the ANEXO E to this second amendment; (iii) To amend the Contract Appendix E – Payment Schedule replacing in its entirety with the ANEXO F; (iv) Delete in its entirety the Appendix D, Appendix DI, Appendix H – The TOR and its amendments and clarifications, Appendix I – The Technical Proposal and Appendix J – the negotiation minutes; and (v) To amend the Contract Appendix F – Services and Facilities provided by FOMILENIO with the ANEXO G to this



of the Services, may only be made by written agreement between the authorized representatives of the Parties. Pursuant GCC Subclause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.”

2. WHEREAS on May 31, 2010, the Parties acting through its authorized representatives signed a Supplementary Agreement by which a Review Committee was formed acting on their behalf to review and decide on the merits of the additional costs required by the Consultant in relation to the conceptual design submitted for the Section 4A of the Northern Highway in the Task 4. This Review Committee resolved that: *“based on the conducted documental review, the meetings and discussion that were held, unanimously and in the spirit of Clause 7 of the General Conditions of Contract: Fairness and Good Faith, it is considered fair to pay the consultant the value of FORTY THOUSAND FIVE HUNDRED 00/100 UNITED STATES OF AMERICA DOLLARS (\$ 40,500.00), including VAT, by the additional work performed and related to Task 4: Engineering Services for the Section 4 of the Second Amendment to Contract. ”*
3. WHEREAS Section 2 of the First Amendment executed as of May 8, 2009 stated that: *“Payment of services rendered before the effective date of this Amendment will be liquidated as indicated in Letter of Understanding attached to this document and up to \$1,686,477.00. Any residual amount will increase the amount the item 1.b.ii.”* The aforementioned Letter of Understanding sets out the procedure to liquidate the services rendered before the date of this amendment. As a result of the foregoing, the Finance Division of FOMILENIO reported that the final data resulting from this procedure was ONE MILLION FOUR HUNDRED TWENTY EIGHT THOUSAND AND ELEVEN 11/100 DOLLARS (\$ 1,428,011.11) amount that breaks down as follows: ONE MILLION THREE HUNDRED SEVENTEEN THOUSAND AND SIX HUNDRED FIFTY THREE 68/100 UNITED STATES OF AMERICA DOLLARS (\$ 1,317,653.68) from MCC funds and ONE HUNDRED AND TEN THOUSAND THREE HUNDRED FIFTY-SEVEN 43/100 UNITED STATES OF AMERICA DOLLARS (\$ 110,357.43) from GOES funds.
4. WHEREAS, as of October 14, 2010, Parties negotiated and agreed an extension of contract services corresponding to Task 1, as recorded in the Aide Memoire of the negotiation process by which it was determined the required levels of effort for the extension of Supervision Services of Segments 2A and 2B1 of the Northern Transnational Highway, indicating that Supervision activities of the works shall be performed up to the completion date of February 20, 2011, extension that implies a total additional cost at fixed price of FOUR HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED AND FIFTY 00/100 UNITED STATES AMERICA DOLLARS (US\$457,150.00), VAT included.

This modification results as a consequence of the corresponding extension of Construction Contracts of Section 2 of NTH (from Metapán to Nueva Concepción), respectively: Contract # 085/2009, Construction of the Northern Transnational Highway, Section 2A: Metapán - Santa Rosa Guachipilín; and Contract 209/2009, Construction of Section 2B1 of the Northern Transnational Highway, Segment: Santa Rosa Guachipilín - El Matazano; signed by and between FOMILENIO and construction companies Constructora MECO, S.A. and Constructora Santa Fe, Ltd., which have been extended each up to February 16 and 20, 2011 respectively, and are the object of the supervision services of the aforementioned Task 1.

5. WHEREAS on October 28, 2010, the FOMILENIO Deputy Executive Director of Infrastructure submitted to the Procurement Director of Institutional Procurement Agency (ACI, in Spanish), the contract amendment application, based on: (a) The supplementary agreement referred by the FOMILENIO Legal Counselor to be processed for the corresponding adjustment, and (b) The Negotiating Committee Aide Memoir for an extension of supervision services of Task 1, with approval of his Unit, in order to include the following changes: (i) Extend the time limit for completion of Task 1 in 2.5 months more until March 20, 2011 including the Final Report and to increase the amount by US\$ 457,150.00, including VAT; and (ii) increase the cost of services for Task 4: Technical Services for Section 4 NTH, for the value of US\$40,500.00, including VAT, as a result of the agreements of the Review Committee appointed by the



or variation of the Scope of the Services, may only be made by written agreement between the authorized representatives of the Parties. Pursuant GCC Sub clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.”

2. WHEREAS, as of December 5, 2011, representatives of the parties signed a Memorandum of Record Management Meeting in which established the following agreements relating to the supervision of the Northern Transnational Highway - Bridges Nombre de Jesus and Nuevo Edén de San Juan (Task 5): (i) increasing the contract amount by US\$124,704.55, (ii) extend the period of supervision services from April 28, 2012 to May 27, 2012, and (iii) make the legalization of these contract modifications.

This modification results as a consequence of the corresponding extension of Construction Contracts of both Bridges of NTH (Nombre de Jesus and Nuevo Eden de San Juan), respectively: Contract 300/2010: Construction of Nombre de Jesus Bridge and Contract 299/2010: Construction of Nuevo Eden de San Juan Bridge of the Northern Transnational Highway; signed by and between FOMILENIO and construction company ASTALDI S.P.A., and is the object of the supervision services of the aforementioned Task 5.

3. WHEREAS, as of December 5, 2011, representatives of the parties signed a Memorandum of Record Management Meeting in which established the following agreements relating to the Supervision Services of Segment 6 of the Northern Transnational Highway (Task 6): (i) increasing the contract amount by US\$93,111.33, (ii) extend the period of supervision services from June, 14, 2012 to July 11, 2012, and (iii) make the legalization of these contract modifications.

This modification results as a consequence of the corresponding extension of Construction Contract of Section 6 of NTH, Contract 290/2010, Construction of Section 6 of the Northern Transnational Highway, Segment: Desvío Ciudad Barrios- Osicala y Delicias de Concepción - Cacaopera; signed by and between FOMILENIO and construction company Constructora MECO, S.A. and is the object of the supervision services of the aforementioned Task 6.

4. WHEREAS on December 14, 2011, the FOMILENIO Deputy Executive Director of Infrastructure submitted to the Procurement Director of Institutional Procurement Agency (ACI, in Spanish), the contract amendment application, with approval of his Unit, in order to include the following changes: (i) Extend the time limit for completion of Task 5 until May 27, 2012 including the Final Report and to increase the amount by US\$ 124,704.55, including VAT, and; (ii) Extend the time limit for completion of Task 6 until July 11, 2012 including the Final Report and to increase the amount by US\$93,111.33, including VAT.

The total increase amounts is TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTEEN 88/100 UNITED STATES OF AMERICA DOLLARS (US\$217,815.88), including VAT, which means 1.82% of the original contract value and the previous increase of ONE MILLION FIVE HUNDRED NINETY EIGHT THOUSAND FIFTY 61/100 UNITED STATES OF AMERICA DOLLARS (US\$1,598,050.61) equivalent to 13.4% of the original contract value; which together means ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SIXTY SIX 49/100 UNITED STATES OF AMERICA DOLLARS



(US\$1,815,866.49) represents a total increase of 15.2% and fixing the date of completion of contract activities on July 11, 2012.

5. WHEREAS on December 14, 2011, the Deputy Executive Director of Infrastructure, Connectivity Manager and Finance Director of FOMILENIO, have signed the request for funds # 5/2011, which supports the availability of resources to cover additional costs resulting from this contract modification.
6. WHEREAS, pursuant to the provisions of Annex 1. Approval Requirements of the MCC Procurement Guidelines, the proposed amendments were approved by the Procurement Director and the FOMILENIOS' Board of Directors, in Session # 129, point # 3, date on December 15th, 2011. MCC No Objection is no required in accordance with the regulations set out in Annex D of the Material Interim Amendment Notice 2011-001 in force effective on May 2, 2011 of these Procurement Guidelines which states that once the 10% contract or 1 million USD or more (whichever may apply) threshold for modifications or change orders has been reached for a contract, any subsequent contract modification or change order that individually or collectively exceed 3% of the original contract value will also require MCC approval.
7. WHEREAS the Consultant has submitted a Power of Attorney dated October 11, 2011, in Richland County, South Carolina, United States of America, before the public notary Teresa C. Arneson and duly apostilled by the Secretary of State of South Carolina, Mark Hammond, dated October 12, 2011 No. 107 179, in which has appointed Mr. Oscar Caceres, as a lawful attorney for and in the name of Wilbur Smith Associates, Inc., to do all the things necessary to carry on the affairs in El Salvador, including but not limited to, signing proposals, contracts, agreements, and other documents necessary to carry on the business affairs, or any such documents, letter, copy reports or other items as may be necessary in connection therewith until December 31, 2011.

THEREFORE, the Parties hereto agree:

1. To modify the **CLAUSE CGC 2.3 of Part III: Special Conditions of Contract (SCC)** in the first paragraph, replacing the text with the following:

"The contract period is broken down as follows:

#	Task	Term	Dates
1	Initial Stage	6.3 months	From October 27, 2008 to May 7, 2009
2	Task 1 – Supervision Section 2 NTH	23.5 months	From May 4, 2009 to April 30, 2011.
3	Task 2 – NTH – PM	32 months	From May 8, 2009 to January 7, 2012
4	Task 3 – Technical Services Sections 5 and 6	3 months	From March 6, 2009 to June 3, 2009
5	Task 4 – Technical Service Section 4	60 days	From September 28, 2009 to November 26, 2009.
6	Task 5 - Supervision Bridges NDJ and NEDSJ	26.1 months	From March 8, 2010 to May 27, 2012.
7	Task 6 – Supervision D&B Section 6	28.3 months	From February 15, 2010 to July 11, 2012.



2. To modify the first paragraph of **CLAUSE 6.1 of Part III: Special Conditions of Contract (SCC)** , replacing its text with the following:

"The total cost of the services is THIRTEEN MILLION SEVEN HUNDRED SIXTY FIVE THOUSAND EIGHT HUNDRED SIXTY SIX 49/100 UNITED STATES OF AMERICA DOLLARS (US\$13,765,866.49), which is broken down as follows:

<i>Item</i>	<i>MCC US\$</i>	<i>VAT US\$</i>	<i>Total US\$</i>
Phase I – Initial Stage	1,317,653.68	110,357.43	1,428,011.11
Initial Report (1 /)	234,375.22	0.00	234,375.22
Inception Report (1 /)	234,375.22	0.00	234,375.22
Monthly Report	148,585.84	19,316.16	167,902.00
Monthly Report	148,585.84	19,316.16	167,902.00
Settlement Services until May 8, 2009 (Payment 1)	500,000.00	65,000.00	565,000.00
Settlement Services until May 8, 2009 (Payment 2)	51,731.56	6,725.11	58,456.67
Task 1- Supervision Section 2	2,524,783.19	328,221.81	2,853,005.00
Task 2 – NTH – PM	3,108,849.56	404,150.44	3,513,000.00
Task 3 – Technical Services Sections 5 and 6	205,486.72	26,713.27	232,200.00
Task 4 – Technical Services Section 4	196,991.15	25,608.85	222,600.00
Task 5 – Supervision Bridges NDJ and NEDSJ	2,419,282.79	314,506.76	2,733,789.55
Task 6 – Supervision Section 6	2,463,062.68	320,198.15	2,783,260.83
Total	12,236,109.77	1,529,756.71	13,765,866.49

(1 /) MCC funds billed overseas.

3. To modify **APPENDIX E: Payment Schedule of the Contract**, in relation with Task 5 and Task 6, replacing the following information:

"TASK 5

Construction Supervision Services of the Nombre de Jesus and Nuevo Eden de San Juan Bridges of the NTH.

<i>20 monthly payments (#1 to #20) of</i>	<i>\$ 85,000.00</i>
<i>Total of monthly payments 1 through 20</i>	<i>\$ 1,700,000.00</i>
<i>7 monthly payments (#21 to #27) of</i>	<i>\$ 115,000.00</i>
<i>Total monthly payments 21 through 27</i>	<i>\$ 805,000.00</i>
<i>Final payment with the approval of Final Report</i>	<i>\$ 228,789.55</i>
	<i>\$ 2,733,789.55</i>

TASK 6

Design and Construction Supervision Services of Section 6 of NTH (from Desvio Ciudad Barrios – Osicala and Delicias de Concepcion –Cacaopera)

<i>29 monthly payments (#1 to #29) of</i>	<i>\$ 92,000.00</i>
<i>Total of monthly payments 1 through 29</i>	<i>\$ 2,668,000.00</i>
<i>Final payment with the approval of Final Report</i>	<i>\$ 115,260.83</i>
	<i>\$ 2,783,260.83</i>

All values include VAT."

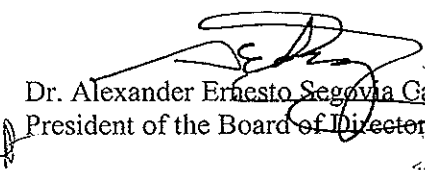



All other terms and conditions of the Agreement or its amendments not mentioned in this document remain unchanged and remain valid and enforceable with respect to their obligations.

Therefore, we signed, this Amendment to be executed under the Contract and the laws of El Salvador on December 21, 2011.

By and on behalf of Fondo del Milenio:

By and on behalf of Wilbur Smith / TYP SA:


Dr. Alexander Ernesto Segovia Cáceres
President of the Board of Directors


Mr. Oscar Cáceres
Client Service Manager
Latin America and Caribbean



AMENDMENT # WST-06/2012 OF THE CONTRACT # 0047

This Contract Amendment (the "Sixth Contract Amendment"), by and between, on the one hand, **Fondo del Milenio**, a Salvadoran autonomous public entity created pursuant to Legislative Decree # 189, dated December 20, 2006 (hereinafter called FOMILENIO) and on the other hand, **CDM Smith Inc. before WILBUR SMITH ASSOCIATES, INC. in association with TECNICA Y PROYECTOS, S.A. (TYPISA)** ("The Consultant"), each of which will be jointly as severally liable to FOMILENIO for all of the Consultant's obligations under the Contract and is deemed to be included in any reference to the term "Consultant"; executed as of September 29th, 2008, identified as Contract number 47, for the provision of **PROJECT MANAGEMENT, SUPERVISION OF DESIGN AND CONSTRUCTION SUPERVISION FOR THE CONNECTIVITY PROJECT ON THE NORTHERN TRANSNATIONAL HIGHWAY**, for a Contract Price of **ELEVEN MILLION NINE HUNDRED FIFTY THOUSAND 00/100 UNITED STATES OF AMERICA DOLLARS (US\$11,950,000.00)** VAT included, and effective for a total contract period of **FORTY FIVE (45) MONTHS** including 2 phases.

BACKGROUND:

1. WHEREAS, the Parties executed a **CONTRACT AGREEMENT** dated the 29th of September 2008, which was modified as agreed in Contract Amendment executed as of the 8th of May 2009 (the Contract Agreement and the Contract Amendment) mainly on the following: (i) Base Period was modified to 32 months, which included and set the duration of Task 1 for 20 months, 32 months for Task 2 and 3 months for Task 3, while Tasks 4, 5, 6 and 7 would be activated only after determined by the Parties through a negotiation in good faith to agree on a fixed cost and term for each of the tasks; (ii) It was set a fixed price for Task 1 of \$2,331,000 for 20 months; for Task 2 of \$3,513,000 for 32 months and for Task 3 a price of \$230,200 for 3 months, while Tasks 4, 5, 6 y 7, a fixed price would be determined for each task up to \$4,189,323 and in the event the Parties were unable to reach an agreement on the scope and fixed price of these tasks, they would not form part of this contract; (iii) It was established a mechanism to liquidate the services provided since the beginning of the services until the date of this first amendment preliminarily valued to an estimated amount of \$1,686,477.00, without modifying the original contract value.
2. WHEREAS, the Parties executed a **Second Contract Amendment** as of September 25, 2009 in order to modify the contract in the following: (i) Modify the Contract Appendix A – Description of Services replacing the text in the Contract with the description set in ANEXO A of this amendment for Task 1, Task 2 and Task 3, with the description set in ANEXO B of the same amendment for Task 4, with the description set in ANEXO C for Task 5, with the description set in ANEXO D for Task 6; (ii) Set a fixed price of \$182,100 (VAT included) and a term of 60 days for Task 4, a fixed price of \$2,150,000 (VAT included) and a term of 24 months for Task 5, a fixed price of \$2,115,688.89 (VAT included) and a term of 22 months for Task 6; (iii) To amend the Contract Appendix B – Reporting requirements and deliverables replacing its content with the ANEXO E to this second amendment; (iv) To amend the Contract Appendix E – Payment Schedule replacing in its entirety with the ANEXO F; (v) Delete in its entirety the Appendix D,



Appendix DI, Appendix H – The TOR and its amendments and clarifications, Appendix I – The Technical Proposal and Appendix J – the negotiation minutes; and (vi) To amend the Contract Appendix F – Services and Facilities provided by FOMILENIO with the ANEXO G to this Second Contract amendment. (the Contract Agreement and the Contract Amendment, together constitute “the Contract”).

3. WHEREAS the Parties executed a Third Contract Amendment as of November 4th., 2010 in order to modify the contract in the following: (i) Increase the contract amount in FOUR HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED FIFTY AND 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 497,650.00), including VAT, equivalent to 4.16% of the original contract value for the following aspects: (a) FORTY THOUSAND FIVE HUNDRED AND 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 40,500.00), including VAT, in addition to previously authorized cost of Task 4 as a result of the decision of the Review Committee appointed by the parties to review and decide on the merits of additional costs generated by the work done in providing Engineering Services for the Section 4 of the Northern Highway and (b) FOUR HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED FIFTY AND 00/100 UNITED STATES OF AMERICA DOLLARS (U.S. \$ 457,150.00), including VAT, as additional costs determined by the level of effort required to extend Supervision Services of Segments 2A and 2B1 of the Northern Transnational Highway until February 20, 2011; (ii) Establish as a result of implementing the agreement between the parties set forth in Section 2 of Amendment # 1 dated on May 8, 2009, the final liquidation value of the initial services of the contract until that date required in ONE MILLION FOUR HUNDRED TWENTY EIGHT THOUSAND ELEVEN AND 11/100 UNITED STATES OF AMERICA DOLLARS (US\$1,428,011.11). All these amendments established the revised contract value in TWELVE MILLION FOUR HUNDRED AND FORTY SEVEN THOUSAND SIX HUNDRED AND FIFTY AND 00/100 UNITED STATES OF AMERICA DOLLARS (US\$12,447,650.00) and as the date of termination of services on March 7, 2012.
4. WHEREAS the Parties executed a Fourth Contract Amendment as of November 3rd., 2011 in order to modify the contract in the following: ((i) Extend the time limit for completion of Task 1 until April 30, 2011 including the Final Report and to increase the amount by US\$ 64,855.00, including VAT; (ii) Extend the time limit for completion of Task 5 in 173 days more until April 28, 2012 including the Final Report and to increase the amount by US\$459,085.00, including VAT; and (iii) Extend the time limit for completion of Task 6 in 183 days more until June 14, 2012 including the Final Report and to increase the amount by US\$ 576,460.61, including VAT. The total increase amounts was ONE MILLION ONE HUNDRED THOUSAND FOUR HUNDRED AND 61/100 UNITED STATES OF AMERICA DOLLARS (\$1,100,400.61), including VAT, which together with the previous increase of FOUR HUNDRED NINETY SEVEN THOUSAND SIX HUNDRED FIFTY AND 00/100 UNITED STATES OF AMERICA DOLLARS (US\$497.650.00) represents a total increase of ONE MILLION FIVE HUNDRED NINETY EIGHT THOUSAND FIFTY 61/100 UNITED STATES OF AMERICA DOLLARS (US\$1,598,050.61) equivalent to 13.4% of the original contract value and fixing the date of completion of contract activities on June 14, 2012.



5. WHEREAS the Parties executed a Fifth Contract Amendment as of December 21st, 2011 in order to modify the contract in the following: (i) Extend the time limit for completion of Task 5 until May 27, 2012 including the Final Report and to increase the amount by US\$ 124,704.55, including VAT, and; (ii) Extend the time limit for completion of Task 6 until July 11, 2012 including the Final Report and to increase the amount by US\$93,111.33, including VAT.

The total increase amounts is TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED FIFTEEN AND 88/100 UNITED STATES OF AMERICA DOLLARS (US\$217,815.88), including VAT, which together with the previous increase of ONE MILLION FIVE HUNDRED NINETY EIGHT THOUSAND FIFTY AND 61/100 UNITED STATES OF AMERICA DOLLARS (US\$1,598,050.61) represents a total increase of ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SIXTY SIX AND 49/100 UNITED STATES OF AMERICA DOLLARS (US\$1,815,866.49) equivalent to 15.2% of the original contract value and fixing the date of completion of contract activities on July 11, 2012.

RECITALS:

1. WHEREAS **GENERAL CONDITIONS OF CONTRACT** Subclause 2.4.1 indicates that: "*Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the Scope of the Services, may only be made by written agreement between the authorized representatives of the Parties. Pursuant GCC Sub clause 7.2, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.*"
2. WHEREAS on May 9, 2012, representatives of the parties signed a Management Meeting Record in which established the following agreements relating to the Supervision Services of Segment 6 of the Northern Transnational Highway (Task 6): (i) increasing the contract amount by US\$181,041.01, and (ii) extend the period of supervision services by 48 days until August 28, 2012.

This modification results as a consequence of the corresponding extension of Construction Contract of Section 6 of NTH, Contract 290/2010, Construction of Section 6 of the Northern Transnational Highway, Segment: Desvío Ciudad Barrios- Osicala y Delicias de Concepción - Cacaopera; signed by and between FOMILENIO and construction company Constructora MECO, S.A. and is the object of the supervision services of the aforementioned Task 6.

3. WHEREAS on May 21, 2012, the FOMILENIO Deputy Executive Director of Infrastructure submitted to the Procurement Director of Institutional Procurement Agency (ACI, in Spanish), the contract amendment application, with approval of his Unit, in order to include the following change: Extend the time limit for completion of Task 6 until August 28, 2012 including the Final Report and to increase the amount by US\$ 181,041.01, including VAT. This increase which means 1.51% of the original contract value and the increase of ONE MILLION EIGHT HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED SIXTY SIX AND 49/100 UNITED STATES OF AMERICA DOLLARS (US\$1,815,866.49) approved in previous amendments



equivalent to a cumulative increase of ONE MILLION NINE HUNDRED NINETY SIX THOUSAND NINE HUNDRED SEVEN AND 50/100 UNITED STATES OF AMERICA DOLLARS (US\$1,996,907.50) which means 16.71% of the original contract value and fixing the date of completion of contract activities on August 28, 2012.

4. WHEREAS on December 14, 2011, the Finance Director of FOMILENIO, has certified the availability of resources to cover additional costs resulting from this contract amendment.
5. WHEREAS, pursuant to the provisions of Annex 1. Approval Requirements of the MCC Procurement Guidelines, the proposed amendments were approved by the Procurement Director; the FOMILENIO's Board of Directors, in Session # 136, point # 1, dated on May 11, 2012 and MCC No Objection was issued on June 14, 2012.
6. WHEREAS the Consultant has submitted the following documents: a) Articles of Organization of Camp Dresser & Mckee International Inc Known as Camp Dresser & Mckee Inc, dated December 29th, 1970, before the Commonwealth of Massachusetts duly apostilled in which is establish that the Corporation was formed to furnish consulting engineering services between others; b) Articles of Amendment of Camp Dresser & Mckee Inc, dated December 8th, 2011 before the Commonwealth of Massachusetts duly apostilled in which replaced the name of the Corporation to CDM Smith Inc; c) Articles of Merger Involving Domestic Corporations between CDM Smith Inc., and Wilbur Smith Associates, Inc., approved on January 9th 2012, before the Commonwealth of Massachusetts duly apostilled, in which after the merge the Corporation name is CDM Smith Inc. ; and, d) Power of Attorney dated March 12th, 2012, before the public notary Patricia A. Wilson and duly apostilled by the Secretary of the Commonwealth at Boston Massachusetts of the United States of America, William Francis Galvin, dated April 25th, 2012, No. 1595084, in which Mr. John D. Manning, President of CDM Smith Inc., has appointed Mr. Oscar Caceres, Client Service Manager as the Authorized Representative of the Company, to be its true and lawful attorney and in its name and its behalf to execute and deliver all documents, letters, reports or other required for the Company's performances of the written agreement with FOMILENIO signed on the 29th day of September , 2008 for the provision of Consultancy services for "Project Administration, Design Supervision and Construction Supervision of the Northern Highway Connectivity Project".

THEREFORE, the Parties hereto agree:

To modify the **CLAUSE CGC 2.3 of Part III: Special Conditions of Contract (SCC)** in the first paragraph, replacing the text with the following:

"The contract period is broken down as follows:



#	Task	Term	Dates
1	Initial Stage	6.3 months	From October 27, 2008 to May 7, 2009
2	Task 1 – Supervision Section 2 NTH	23.5 months	From May 4, 2009 to April 30, 2011.
3	Task 2 – NTH – PM	32 months	From May 8, 2009 to January 7, 2012
4	Task 3 – Technical Services Sections 5 and 6	3 months	From March 6, 2009 to June 3, 2009
5	Task 4 – Technical Service Section 4	60 days	From September 28, 2009 to November 26, 2009.
6	Task 5 - Supervision Bridges NDJ and NEDSJ	27.1 months	From March 8, 2010 to May 27, 2012.
7	Task 6 – Supervision D&B Section 6	29.9 months	From February 15, 2010 to August 28, 2012.

2. To modify the first paragraph of **CLAUSE 6.1** of Part III: **Special Conditions of Contract (SCC)**, replacing its text with the following:

“The total cost of the services is THIRTEEN MILLION NINE HUNDRED FORTY SIX THOUSAND NINE HUNDRED SEVEN AND 50/100 UNITED STATES OF AMERICA DOLLARS (US\$13,946,907.50), which is broken down as follows:

Item	MCC US\$	VAT US\$	Total US\$
Phase I – Initial Stage	1,317,653.68	110,357.43	1,428,011.11
Initial Report (1 /)	234,375.22	0.00	234,375.22
Inception Report (1 /)	234,375.22	0.00	234,375.22
Monthly Report	148,585.84	19,316.16	167,902.00
Monthly Report	148,585.84	19,316.16	167,902.00
Settlement Services until May 8, 2009 (Payment 1)	500,000.00	65,000.00	565,000.00
Settlement Services until May 8, 2009 (Payment 2)	51,731.56	6,725.11	58,456.67
Task 1- Supervision Section 2	2,524,783.19	328,221.81	2,853,005.00
Task 2 – NTH – PM	3,108,849.56	404,150.44	3,513,000.00
Task 3 – Technical Services Sections 5 and 6	205,486.72	26,713.27	232,200.00
Task 4 – Technical Services Section 4	196,991.15	25,608.85	222,600.00
Task 5 – Supervision Bridges NDJ and NEDSJ	2,419,282.79	314,506.76	2,733,789.55
Task 6 – Supervision Section 6	2,623,275.96	341,025.88	2,964,301.84
Total	12,396,323.05	1,550,584.44	13,946,907.50

(1) MCC funds billed overseas.

3. To modify **APPENDIX E: Payment Schedule of the Contract**, in relation with Task 6, replacing the following information:

“TASK 6

Design and Construction Supervision Services of Section 6 of NTH (from Desvio Ciudad Barrios – Osicala and Delicias de Concepcion – Cacaopera)

29 monthly payments (#1 to #29) of	\$ 92,000.00
Total of monthly payments 1 through 29	\$ 2,668,000.00
2 monthly payments (# 30 y # 31) of US\$90,520.51	\$ 181,041.01
Final payment with the approval of Final Report	\$ 115,260.83
	\$ 2,964,301.84

All values include VAT.




All other terms and conditions of the Agreement or its amendments not mentioned in this document remain unchanged and remain valid and enforceable with respect to their obligations.

Therefore, we signed, this Amendment to be executed under the Contract and the laws of El Salvador on June 21, 2012.

By and on behalf of Fondo del Milenio:

By and on behalf of Wilbur Smith / TYPASA:


Dr. Alexander Ernesto Segovia Cáceres
President of the Board of Directors


Ing. Oscar F. Cáceres
Client Service Manager
Latin America and Caribbean

