

Additional Agreement
KKCHP-88
17. April 2018



CHANGE ORDER NO 5 AND ADDITIONAL AGREEMENT

to

Agreement of Consulting Services of Engineering,

Procurement, Construction management (EPCM) S-2017-SUT-4 of 15.3.2015, hereinafter **"Agreement"** entered into between following parties

1) UAB Kauno kogeneracinė jėgainė, VAT registration number LT100009225616, address: Aguonų str. 24, LT-03212 Vilnius, Lithuania, as **"Client"**

and

2) ÅF Consortium,

ÅF-CONSULT LTD, entity code 1800189-6, address: Bertel Jungin aukio 9, 02600 Espoo, Finland,

AF-CONSULT UAB, entity code 135744077, address: Lvovo str. 25, LT-09320 Vilnius, Lithuania, and

ÅF-CONSULTING AS, entity code 10449422, address: Akadeemia tee 21/3, Tallinn, Estoni, as **"Consultant"**.

hereinafter individually **"Party"** and together **"Parties"**.

BACK GROUND

According to the Agreement, TDP, Technical Design Project services belong to the work scope of the Client, to be provided by the Client on Client's responsibility, risk and liability. ÅF Consortium has agreed, in the Agreement, to provide updating services in respect of the TDP against separate, extra remuneration, to be agreed and paid outside of the fixed price lump sum.

The Parties have now made the following agreement, hereinafter **"Additional Agreement"** in respect of the TDP – Services:

SCOPE OF THE SERVICES

The Consultant shall perform limited TDP Services, which shall include only the items listed in the attached Appendix 1. The list of services of the Appendix 1 is exhaustive. These services are all correction works to TDP services that have already been performed by another service provider contracted by the Client. As stated above, only certain limited parts of the TDP are now covered, as listed in the Appendix 1. This is expressly agreed between the Parties and means among others that services even though they would be connected or could be considered to be necessary within the scope of the services hereunder are not included into the scope of the Consultant.

The Consultant does not have any active investigation or information obligation of further corrections needed, if any to the TDP already performed. It will however inform the Client of such corrections, if coming into its knowledge. The Consultant is in no case responsible or liable to perform any other or further services outside of the service list of Appendix 1, except if separately and expressly agreed otherwise in writing.

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All other TDP services, and other services and works and services, surveys, design, etc. are on Client's responsibility.

It is understood and agreed by the Parties that any and all changes, corrections and amendments in the TDP, caused by the correction work of the Consultant hereunder or otherwise entitles the Consultant to additional works and remuneration as concerns changes caused there through to detailed design services and as built documents and to other services to be performed under the Agreement by the Consultant.

The Consultant is allowed to subcontract the services hereunder.

OBLIGATIONS OF THE CLIENT

The Client undertakes and warrants and is liable for that the Consultant is not hindered or restricted to perform its services hereunder due to third party copyrights or other intellectual and industrial property rights or other rights. The Client shall obtain all consents, licenses and permits needed for the performance of the services and takes care of all to the TDP services related works and services. The Client shall deliver to the Consultant all documents and information as concerns the TDP services already performed by the other service provider and further information needed.

LIABILITIES

The Consultant is liable only for the performance of its own services within the restricted scope of services hereunder. It shall not have any other responsibility than to exercise all reasonable skill, care and diligence in the discharge of the services to be performed by it.

The Client bears all responsibilities and liabilities as concerns the TDP as whole and as concerns any and all liabilities based on law, as concerns the services hereunder and the TDP as whole. The Consultants' liability is restricted to contractual liability within the scope based on this Additional Agreement, only.

The Client shall on its cost and expense defend, indemnify and hold the Consultant and its affiliated companies harmless against any and all claims and actions made against the Consultant as concerns any liability other than agreed in this Additional Agreement and especially as concerns any liabilities basing on laws and regulations and authorities regulations and decisions concerning the services like technical experts' liabilities and similar.

In case the services here under show a defect or omission the Consultant shall rectify the defect or omission in its services only. Rectification is the only liability of the Consultant in case of defects or omissions in the services.

The aggregate overall liability of the Consultant under or in connection of this Additional Agreement whether on contract or tort or otherwise is in all cases restricted to 100 % of its remuneration under this Additional Agreement.

TIME SCHEDULE

Upon time schedule for the performance of the services is agreed as presented in the Appendix 1.

The Consultant is liable for delays as concerns its own performance of its services hereunder, only that it itself solely has caused.

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PAYMENT

The Consultant's remuneration for the services is as presented in the Appendix 1.

In case of delays in the payment the Consultant is entitled to cease its performance of the services.

GENERAL PROVISIONS

This Agreement has been drawn up in the English language which shall be the ruling language.

This Additional Agreement comes into effect immediately when both Parties have signed it and it overrules any provisions of any other agreements including the Agreement in contradiction with it. Provisions of the Agreement not in contradiction with this Additional Agreement are applied.

This Additional Agreement has been signed in two copies, one for each Party.

On behalf of ÅF Consult Ltd

Date and place:

On behalf of Kauno Kogeneracine Jegaime (KKJ)

Date and place:

30. 5. 2018, Vilnius

Signature

Signature

Appendixes:

Appendix 1. Change order TDP update

Appendix 2. TDP Update Schedule

Appendix 3. TDP Update hour breakdown

**UAB KAUNO KOGENERACINE JEGAINĖ
KAUNAS CHP PLANT**

Change order S-2017-SUT-4
KKCHP-88 App 1
23. January 2018
rev. 16. April 2018



1(1)

**CHANGE ORDER PROPOSAL
No 5 TO THE EPCM
AGREEMENT S-2017-SUT-4
SIGNED ON 15.3.2017**

VARIATION
Work description:
Scope of work:

1. Optimizing, updating and correcting the content and information included in original TDP material (basic engineering) to reach sufficient and acceptable level for detail design (DDP) tasks. This work covers site area (tanks, basins etc), Turbine hall, Boiler hall, Water treatment, FGT, Waste bunker, Fuel receiving, Coolers, Control and office building, Fire water pump house, Main stair case

10. Project management, administration and coordination of design activities and separate parts coordination.

The scope of work is exclusive.

Additional works will be executed only, if separately agreed with separate price.

Architectural and environmental issues are excluded. It is assumed that all environmental engineering (if such will be needed) will be done by Client.

Consultant will only implement provided documents to the TDP documents.

TDP Final as-build revision is excluded from this Change order.

Resources:

- AF's own resources
- Projekto Centras resources

Schedule:

- Works will be started after receiving signed Additional Agreement.
- According to appendix 2. All works shall be completed by the end of December 2018.

Reason for change/variation:

TDP updating and optimizing is not included in the fixed price portion of the EPCM contract.

Effects on contract scope or time schedule:

No

Price and invoicing

Total price is based on hourly rates and estimated hours:

€/h	hours	Total

Total estimated hours: 8920 h

Total price € 489 312,80 (Excl. VAT)

Payment schedule

Other terms and conditions according to Additional Agreement (first priority) and main contract (EPCM-agreement)