

DESIGN AND CONSTRUCTION OF THE THIRD SET OF LOCKS CONTRACT

PANAMA CANAL AUTHORITY	VARIATION	PAGE 1 OF 4
1. REQUEST FOR PROPOSAL No.: RFP-76161	2. CONTRACT No.: CMC-221427	3. DATE: August 4, 2010
		4. VARIATION No.: 006

5. ISSUED BY:

PANAMA CANAL AUTHORITY
Employer's Representative
Locks Project Management Division
Building 740, Corozal
Panama, Republic of Panama

6. NAME AND ADDRESS OF CONTRACTOR (INCLUDE PHYSICAL & POSTAL ADDRESS) Grupo Unidos por el Canal, S.A. Building 732, Corozal West Panama, Republic of Panama	7. CONTRACTOR'S TELEPHONE NUMBER: 507-316-9900
	8. CONTRACTOR'S FACSIMILE NUMBER: 507-317-6736

9. VARIATION:



- ☒ The contract referred to in item No. 2 is hereby varied as set forth in item 10, entitled "DESCRIPTION OF VARIATION".
- ☒ YES. ☐ NO. The contractor shall send a copy, duly signed, of this Variation to the Employer's Representative/Contracting Officer.

	9 A. THIS VARIATION IS EXECUTED ON THE BASIS OF: <i>(Specify the legal authority)</i> . THE VARIATION DESCRIBED IN ITEM 10 IS HEREBY INCORPORATED AND MADE A PART OF THE CONTRACT.
	9 B. THE CONTRACT REFERRED TO IN ITEM NO. 2, IS VARIED TO INCORPORATE ADMINISTRATIVE CHANGES (such as the paying office, account numbers, etc.).
X	9 C. THIS BILATERAL AGREEMENT IS SIGNED AND INCORPORATED INTO THE CONTRACT REFERRED TO IN ITEM NO. 2 OF THIS FORM, ON THE BASIS OF: <i>(Specify the legal authority)</i> Volume III, Conditions of Contract , Sub-Clause 1.16 [Entire Agreement], 4th Paragraph
	9 D. OTHER. <i>(Specify manner and the legal authority)</i> .
	9 E. ACCOUNT NUMBER <i>(If required)</i> :

10. DESCRIPTION OF THE VARIATION *(List in accordance with the order of the Contract. If additional space is required, use blank sheets).*

See attached

Except for the variation(s) herein specified, all other terms and conditions of the Contract remain unchanged.

11. NAME AND TITLE OF THE PERSON AUTHORIZED TO SIGN <i>(Type or print)</i> Antonio Maria Zaffaroni Contractor's Representative	12. NAME AND TITLE OF THE EMPLOYER'S REPRESENTATIVE/CONTRACTING OFFICER <i>(Type or print)</i> Jorge de la Guardia, Employer's Representative
13. CONTRACTOR  (Authorized signature)	14. DATE: 15. PANAMA CANAL AUTHORITY  (Employer's Representative/Contracting Officer's signature)
	16. DATE: 5/11/2010

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Variation No. 6 is issued to incorporate the following change:

1. **Volume III, Conditions of Contract, Sub-Clause 6.1-** Replace the last sentence of the second paragraph with the following text: *"The Contractor and Subcontractors shall submit by hand to the Employer's Representative, or his agreed delegated person, certified copies of the CSS payroll payment forms on a monthly basis, and where requested by the Employer's Representative, the original hard copies. The Employer agrees that such information will be kept secure and remain privileged."*
2. **Volume III- Conditions of Contract, Sub-Clause 14.3 [Application for Interim Payment Certificates]-** Delete in it's entirety Paragraph 14.3.2. and replace it with the following revised Paragraph:

14.3.2 *The Contractor shall submit a Statement in three copies to the Employer's Representative after the end of the period of payment stated in the Contract (if not stated, after the end of each month), in a form approved by the Employer's Representative, showing in detail the amounts to which the Contractor considers himself to be entitled, together with supporting documents which shall include the relevant report on progress in accordance with Sub-Clause 4.21 [Progress Reports].*
3. **Volume II, Part 1, Section 31 23 00 – [Excavation & Fill] –** At the end of Paragraph 1.03 B.2. c.1 include the following sentence: *"Exceptions to this requirement shall require the Employer's Representative prior written approval."*
4. **Volume II, Part 2, Section 01 81 36 – [O&M BUILDINGS AND FACILITIES PROGRAM] -** Delete in it's entirety Paragraph 1.03C.1.i. and replace it with the following revised Paragraph:

i **Utility Equipment Space (SU2):** Space for mechanical equipment, heating equipment, electrical equipment, communications equipment, and elevator equipment.

Utility Equipment Space (SU2)		
Space No.	Buildings, Rooms, or Areas	Description
1.	[CB]	Battery room
2.	[CB]	Telecommunication room
3.	[CB]	Server room
4.	[CB]	Air-conditioning equipment room
5.	[CB]	Elevator-equipment control room
6.	[PB]	Water-heater room

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Utility Equipment Space (SU2)		
Space No.	Buildings, Rooms, or Areas	Description
7.	[ELR]	Switchgear
8.	[ELR]	Motor-control center
9.	[ELR]	(Reserved)
10.	[ELR]	Telecommunications room
11.	[GR]	Generator room
12.	[CER-1 through CER-6]	Crossunder elevator rooms
13.	[MR-WSB]	Telecommunications room
14.	[MR-WSB]	(Reserved)
15.	[MR-WSB]	Operating machinery for valves
16.	[MR-WSB]	Local control panels
17.	[MR-G]	Telecommunication room
18.	[MR-G]	(Reserved)
19.	[MR-G]	Gates' operating machinery
20.	[MR-G]	Local control panels
21.	[MR-V]	Telecommunication room
22.	[MR-V]	(Reserved)
23.	[MR-V]	Operating machinery for valves
24.	[MR-V]	Local control panels
25.	[FERs]	Fire-fighting equipment rooms
26.	[WWTP-1] and [WWTP-2]	Wastewater treatment plant equipment rooms
27.	[GH]	Telecommunication room

5. **Volume II, Part 2, Section 26 12 19 [Pad Mounted Liquid Filled Medium Voltage Transformer] – Paragraph 1.04 A.10-** Replace the entire paragraph with the following text:

“10. Over-current Protection: Transformers shall be protected for internal transformer fault and thermal protection. For 500 kVA and above, the transformer shall have a two-fuse protection scheme consisting of a bayonet type cutout in series with oil immersed expulsion current-limiting fuses. The bayonet type cutout shall be located in the primary compartment, shall be of the load-break type (load break current of 100 amperes minimum) and hot-stick operable to permit external replacement of fuses and disconnecting the apparatus from the line. The two-fuse protection scheme shall have a short-circuit rating greater than the short circuit current available at site.

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6. **Volume II, Part 2, Section 26 12 19 [Pad Mounted Liquid Filled Medium Voltage Transformer] – Paragraph 1.04 A.11-** Delete the paragraph in its entirety and replace it with the following: **“11. RESERVED”**
7. **Volume II, Part 3, Subpart 1, Section 01 14 00 – [Work Restrictions]-** Delete in it's entirety Paragraph 1.06 D. and replace it with the following revised Paragraph:

***D. Pilotage:** The Contractor shall comply with “Capítulo V – Practicaje” of the Employer’s RMOCP. An Employer pilot or a Transit advisor will be required whenever the Contractor is operating in Canal waters, except as provided in the second section of this chapter of the RMOCP and in the Employer’s Notice to Shipping No. N-2-2008 (Harbor Operations), or in any subsequent revisions. The Employer will waive pilotage or Transit-advisor fees to the Contractor when incurred in the execution of the Contract, except as specified in Subparagraph G.6., below. Tolls and other Transit-related fees will be charged to the Contractor. The Contractor shall submit a justification to the Employer’s Representative for approval 28 days in advance of when he will need this service.*