

PANAMA CANAL AUTHORITY		VARIATION	PAGE 1 OF 3
1. REQUEST FOR PROPOSAL No.:	2. CONTRACT No.:	3. DATE:	4. VARIATION No.:
RFP-76161	CMC-221427	July 28, 2014	106

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)	7. CONTRACTOR'S TELEPHONE NUMBER:
Grupo Unidos por el Canal, S.A. Building 22B, Brujas Road Cocoli, Republic of Panama	507-316-9900
	8. CONTRACTOR'S FACSIMILE NUMBER:

9. VARIATION:

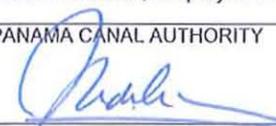
- The contract referred to in item No. 2 is hereby varied as set forth in item 10, entitled "DESCRIPTION OF VARIATION".
 YES. NO. The contractor shall send a copy, duly signed, of this Variation to the Employer's Representative/Contracting Officer.

	9 A. THIS VARIATION IS EXECUTED ON THE BASIS OF: (Specify the legal authority). 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: (Specify the legal authority) Volume III, Conditions of Contract, Sub-Clause 1.16 [Entire Agreement] and Sub-Clause 13.2 [Value Engineering]]
	9 D. OTHER. (Specify manner and the legal authority).
	9 E. ACCOUNT NUMBER (If required):

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 (Type or print)	12. NAME AND TITLE OF THE EMPLOYER'S REPRESENTATIVE/CONTRACTING OFFICER (Type or print)		
Giuseppe Quarta Contractor's Representative	Jorge de la Guardia, Employer's Representative		
13. CONTRACTOR	14. DATE:	15. PANAMA CANAL AUTHORITY	16. DATE:
 (Authorized signature)	25/8/14	 (Employer's Representative/Contracting Officer's signature)	28/08/2014

July 28, 2014

Design and Construction of the Third Set of Locks

1. The Employer and the Contractor are party to Contract CMC-221427 for the Design and Construction of the Third Set of Locks, dated August 11, 2009 (as the same has been or may be varied, amended, supplemented or otherwise modified (the "Contract")).
2. The Contractor by letter dated August 23, 2013 (GUPC-IAE-2111) and then, by way of modification, letter March 12, 2014 (GUPC-IAE-2465):
 - (i) submitted a value engineering proposal relating to the removal of cellular telephony and PCS telephony coverage in Multi-Band Mobile Radio Communications Systems (MBMRCSSs) for the Employer's consideration, pursuant to Sub-Clause 13.2 [Value Engineering] of the Conditions of Contract;
 - (ii) proposed that the value engineering proposal, shared 50/50 between the Contractor and the Employer, would result in a reduction of USD 257,563.10 of the Contract Price;
 - (iii) confirmed that proposal would have no time implications for the Locks Contract.
3. The Employer by letter June 9, 2014 (IAE-UPC-2095) accepted the modified value engineering proposal as set out in the Contractor's letters dated August 23, 2013 (GUPC-IAE-2111) and March 12, 2014 (GUPC-IAE-2465) on the basis that the value engineering proposal would involve a saving of USD 515,126.19 (to be shared 50/50 between the Contractor and the Employer) which would entitle the Employer to a reduction of USD 257,563.10.00 of the Contract Price, and would have no extension of time to the Time for Completion.

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. The Employer and the Contractor agree to record the consequences of the value engineering proposal as follows:
 - (a) Paragraph 1.03 A. 2. of Section 27 37 00 [Multi-band Mobile Radio Communications Systems of the Employer's Requirements which specifies cellular and PCS coverage and which currently reads:

"2. The Contractor shall provide fixed infrastructure to extend the coverage of Employer's radio and WiFi systems, as well as public cellular and personal communications service (PCS) telephony systems. WiMAX is optional.

Is to be deleted and replaced with the following:

"2. The Contractor shall provide fixed infrastructure to extend the coverage of Employer's radio and WiFi systems. The Contractor shall also provide sufficient chassis space and wiring inside remote and temporary cabinets for future equipment as required to add public cellular and PCS telephony systems coverage in the future. WiMAX is optional."



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Design and Construction of the Third Set of Locks

- (b) Paragraph 1.04.B.1.a which specifies cellular coverage as follows:
 - "a. *Cellular telephony (824-849 and 869-894 MHz).*"
shall be deleted and replaced with the following:
 - "a. *(Reserved)*"
- (c) Paragraph 1.04.B.1.c which specifies PCS coverage as follows:
 - "c. *PCS telephony (1,850-1,990 MHz), to become available tentatively in 2009.*"
shall be deleted and replaced with the following:
 - "c. *(Reserved)*"
- (d) Add a new paragraph 1.04. B. 12. to Section 27 37 00 to keep MBMRCS expandability to include cellular and PCS coverage as follows:
 - "12. *Sufficient space for an MBMRCS cabinet in Control Building, and wired connections in other MBMRCSs chassis, shall be provided to permit future installation of cellular (824-849 and 869-894 MHz) and PCS (1,850-1,990 MHz) telephony service if and when required in the future*"

- 2. Subject to the terms of this Variation Agreement No. 106, the Parties have agreed the Employer is entitled to a reduction of USD 257,563.10 of the Contract Price.
- 3. All of the Contractor's other existing and ongoing obligations pursuant to the Contract remain unaffected and nothing within this Variation Agreement No. 106 is intended to be a waiver or relaxation of the Contractor's obligations under the Contract, save only as expressly stated herein.
- 4. The Parties agree that, save as expressly stated in this Variation Agreement No. 106 the Contractor shall have no claims for additional time or any other relief or entitlement of any kind as a consequence of this Variation Agreement No. 106 or arising out of it or in any way in connection with it.

