

PANAMA CANAL AUTHORITY	VARIATION	PAGE 1 OF 3
1. REQUEST FOR PROPOSAL No.:	2. CONTRACT No.:	3. DATE:
RFP-76161	CMC-221427	November 13-, 2014
		4. VARIATION No.:
		121

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].
	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	Cheryl P. George, Employer's Representative Delegee
13. CONTRACTOR	14. DATE:
	11/11/14
(Authorized signature)	15. PANAMA CANAL AUTHORITY
	
	(Employer's Representative/Contracting Officer's signature)
	16. DATE:
	13/NOV/14



**This Variation Agreement Number 121 is dated as of the 13<sup>th</sup> day of November 2014 and made**

**Between:** Autoridad del Canal de Panama, Building 740, Corozal, Panama, Republic of Panama (hereinafter called the "**Employer**") on the one part,

**and**

Grupo Unidos por el Canal, S.A., of Building 22B, Brujas Road, Cocoli, Panama, Republic of Panama, a corporation organized under the laws of the Republic of Panama, registered under microjacket number 682266, document number 1683284 of the Mercantile Section of the Public Registry Office of the Republic of Panama (hereinafter called the "**Contractor**" and together with Employer, the "**Parties**") on the other part.

**Whereas:**

- (a) 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**")).
- (b) The Contractor:
  - a. By letter GUPC-IAE-3033 dated July 29, 2014 requested a reduction, from 6 to 4, of the number of copies to be submitted by the Contractor to the Employer's Representative pursuant to Paragraph 1.04 K of Section 01 33 00 [Submittal Procedures] of the Employer's Requirements as amended by Variation 27 in return for a monthly reduction in the Contract Price of \$983.55, since the Contractor was facing a situation whereby it was not able to maintain printing equipment, among other supplies.
  - b. Accordingly, the Employer, by letter IAE-UPC-2262 dated September 23, 2014 accepted the Contractor's proposal conditional on the agreement by the Parties to a Variation Agreement, with no time impact on the Locks Contract.
  - c. Therefore, subject to the terms of this Variation Agreement No. 121, the Parties have agreed to a variation of the Contract as hereinafter stated, but not further or otherwise.

**THE PARTIES HEREBY AGREE AS FOLLOWS:**

The Employer and the Contractor agree to vary the Contract as follows:

- 1. In this Variation Agreement No. 121 the words and expressions shall have the same meanings as are respectively assigned to them in the Contract, save as amended below or as expressly stated.





2. This Variation Agreement No. 121 and the modifications contained herein are approved and dated in writing by the authorized representatives of the Contractor and the Employer and in doing so the Parties acknowledge and identify that this is done in accordance with Sub-Clause 1.16 [Entire Agreement] of the Contract.

3. **Volume II, Part 3, Section 01 33 00 [Submittal Procedures]** (as amended by Variation No. 27) Paragraph 1.04.K, shall be deleted and replaced with the following:

*"Unless otherwise specified, upon the release of the Contractor's Documents for construction, the Contractor shall provide 4 half size (Size C) copies to the Employer's Representative, for Employer use during the Works."*

4. The reduction, from 6 to 4, in the number of copies to be submitted by the Contractor to the Employer's Representative is effective from July 21, 2014. As a result of this variation, a monthly credit of \$983.55 shall be included in all Monthly Applications for Payment issued by the Contractor, from the August 2014 Application on. It is agreed that Payment Certificates issued by the Employer without the above agreed credit may be corrected pursuant to Sub-Clause 14.6 of the Conditions of Contract.

5. There is no time impact to the Locks Contract as a consequence of this Variation.

6. All of the Contractor's other existing and ongoing obligations as to the progress of the Works remain unaffected.

7. The Parties agree that, save as expressly stated herein, the Contractor shall have no claims for additional time or money or any other relief or entitlement of any kind as a consequence of this Variation Agreement No. 121 or arising out of it or in any way in connection with it.

**In Witness whereof** the Parties hereto have caused this Variation Agreement No. 121 to be executed on the 13 day of November 2014, by their duly authorized representatives.

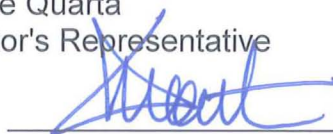
For ACP

For GUPCSA

Cheryl P. George  
Employer's Representative Delegee



Giuseppe Quarta  
Contractor's Representative



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