

PANAMA CANAL AUTHORITY	VARIATION	PAGE 1 OF 3
1. REQUEST FOR PROPOSAL No.: RFP-76161	2. CONTRACT No.: CMC-221427	3. DATE: April 13, 2015
		4. VARIATION No.: 144

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 22B, Brujas Road Cocoli, Republic of Panama	7. CONTRACTOR'S TELEPHONE NUMBER: 507-316-9900
	8. CONTRACTOR'S FACSIMILE NUMBER:

9. VARIATION:


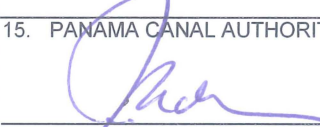
- ☒ The contract referred to in item No. 2 is hereby varied as set forth in item 10, entitled "DESCRIPTION OF VARIATION".
☒ YES. ☐ NO. The contractor shall send a copy, duly signed, of this Variation to the Employer's Representative/Contracting Officer.

	9 A. THIS VARIATION IS EXECUTED ON THE BASIS OF: <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 :Volume III, Conditions of Contract , Sub-Clause 1.16 [Entire Agreement], 4th Paragraph and Sub-Clause 4.23 [Contractor's Operations on Site])</i> :
	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> Giuseppe Quarta 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: 28/IV/2015
	15. PANAMA CANAL AUTHORITY  (Employer's Representative/Contracting Officer's signature)
	16. DATE: 13/IV/2015

April 13, 2015

Design and Construction of the Third Set of Locks

1. This Variation No. 144 is issued to record the consent of the Employer's Representative to a request by the Contractor pursuant to Sub-Clause 4.23 of the Conditions of Contract to extend its operations to an additional working area which shall become and form part of the Site on the terms and subject to the provisions set out below:

- 1.1 Cerro Valdes Phase 2

The area of 4.91 hectares (coordinates as shown in drawing SK-P-A-2540 attached to this variation) resulting from the following exchange of correspondence:

- Contractor's RFV 0279 dated March 3, 2015 requesting an extension of the Contractor's site at Cerro Valdés for the exploitation of fill material (Drawing SK-P-A-2540).
- Employer's letter IAE-UPC-2456 of March 16, 2015, granting the use of an additional area of 4.91 hectares to be known as Cerro Valdes Phase 2 (coordinates as shown in the drawing SK-P-A-2540 attached to this variation).

- 1.2 The deforestation of the 4.91 ha of secondary mature forest granted entails payment to ANAM as follows:

$$4.91 \text{ ha} \times \$5,000.00 = \$24,550.00$$

A credit of \$2,550.00 is applicable, resulting from the following:

- (a) $0.51 \text{ ha} \times \$5,000.00 = \$2,550.00$, area previously paid by the Employer, but not used

Total Ecological indemnification fee: **\$22,000.00**

- 1.3 Reforestation program: 1 year reforestation and 4 years maintenance of the reforested area.

$$4.91 \text{ ha} \times 2 = 9.82 \text{ ha}$$

$$9.82 \text{ ha} \times \$6,500/\text{ha} = \$63,830.00$$

A credit of \$1,393.60 is applicable, which takes into account the following:

- (a) areas not cleared inside the previously authorized polygon (A1, A2 and A3 in the attached map) and
 - (b) areas that were cleared outside the previously authorized polygon (A4 and A5 in the attached map).

Total Reforestation program: **\$62,436.40**

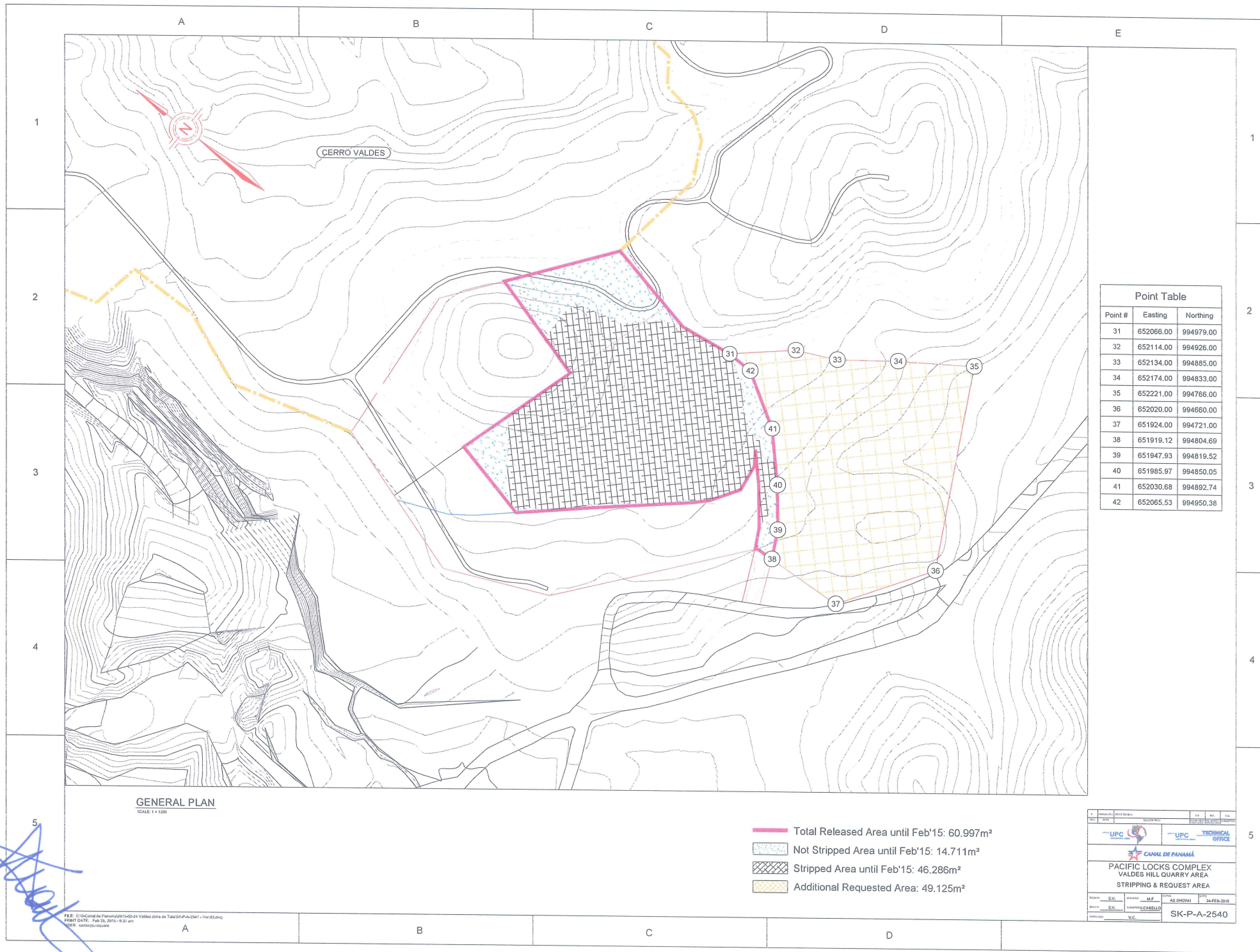
2. The Employer shall be entitled to make deductions from interim payments for the ecological indemnification fee and the reforestation program as stated above in the sum of **\$84,436.40** (\$22,000.00+\$62,436.40) in respect of Cerro Valdes Phase 2 by way of reimbursement to the Employer of monies paid by

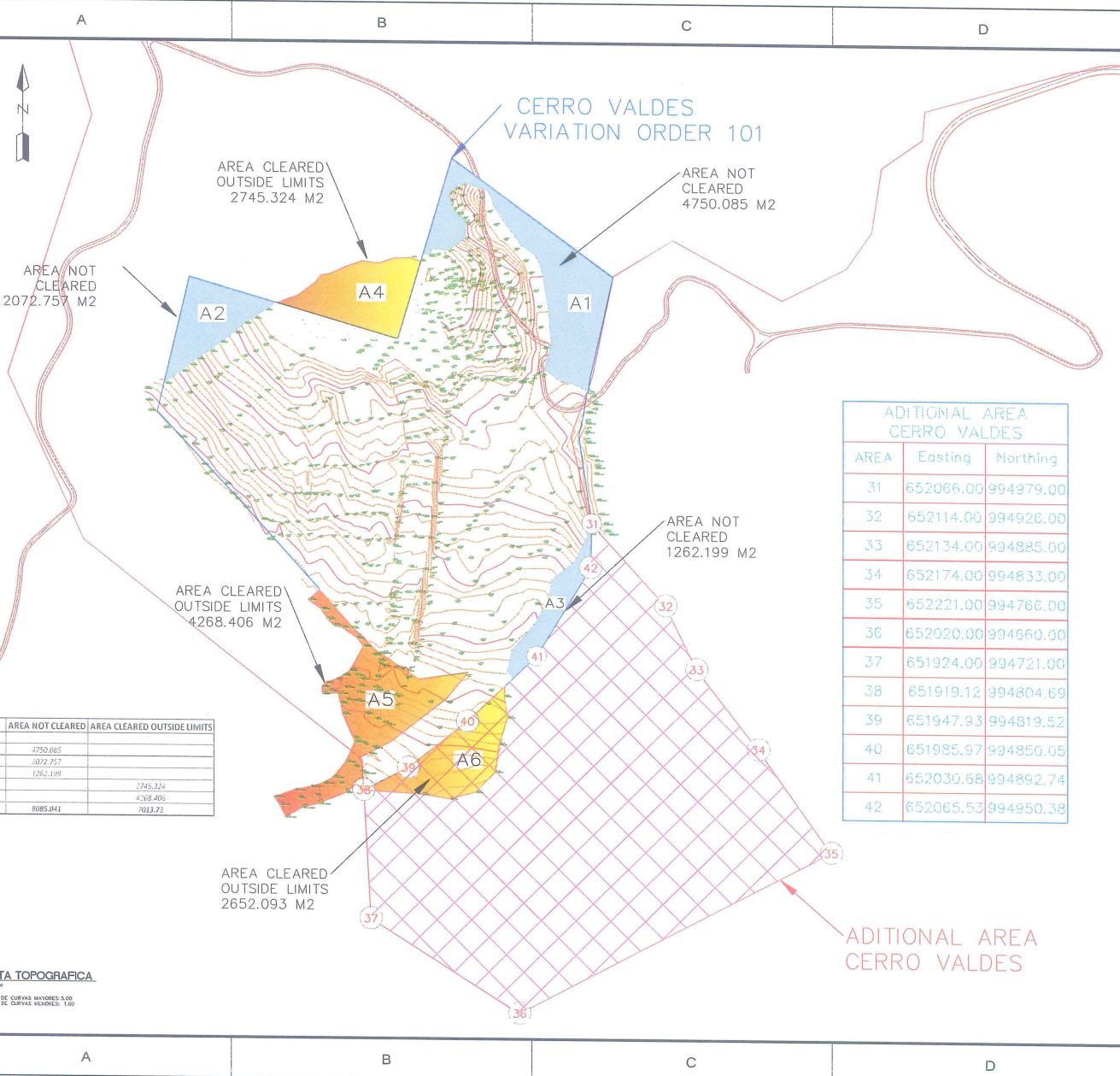
April 13, 2015

Design and Construction of the Third Set of Locks

- the Employer to ANAM and to provide funds for the reforestation programs which the Contractor has requested be carried out by the Employer on its behalf.
3. All of the Contractor's other existing and ongoing obligations as to the progress of the Works remain unaffected.
4. The Parties agree that 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. 144 or arising out of it or in any way in connection with it.



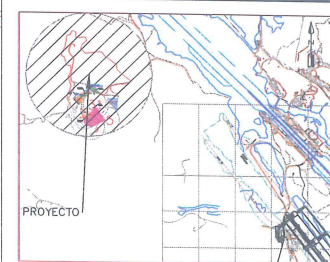




AREA	AREA NOT CLEARED	AREA CLEARED OUTSIDE LIMITS
A1	4750.085	
A2	2072.757	
A3	1262.199	
A4		2745.324
A5		4268.406
TOTAL	8085.041	7013.73

ADDITIONAL AREA CERRO VALDES		
AREA	Easting	Northing
31	652066.00	994979.00
32	652114.00	994926.00
33	652134.00	994885.00
34	652174.00	994833.00
35	652221.00	994766.00
36	652020.00	994660.00
37	651924.00	994721.00
38	651919.12	994804.69
39	651947.93	994819.52
40	651985.97	994850.05
41	652030.68	994892.74
42	652065.53	994950.38

PLANTA TOPOGRAFICA
ESCALA: 1:1000
INTERVALO DE CURVAS MAYORES: 5.00
INTERVALO DE CURVAS MENORES: 1.00



LOCALIZACION REGIONAL
ESCALA 1:25000

NOTAS:
-ELEVACIONES EN METROS
-ELEVACIONES REFERIDAS AL NIVEL DE REFERENCIA
PRECISO DEL CANAL (P.L.D.)
-PROYECCION: UNIVERSAL TRANSVERSA DE MERCATOR (UTM)
-DATO HORIZONTAL: DATO NORTEAMERICANO 1927 (NAD-27)

-DATOS DE CAMPO LEVANTADOS POR LA UNIDAD DE TOPOGRAFIA
DEL 27 DE MARZO 2010, H. GUTIERREZ, A. BARRONEN Y D. CASTELLERO

TODAS LAS ELEVACIONES ESTAN REFERIDAS A P.L.D.

CANAL DE PANAMA	
AUTORIDAD DEL CANAL DE PANAMA VICERRECTORIA EJECUTIVA DE RECUPERACION Y ADMINISTRACION DE PROYECTOS DIRECCION DE INGENIERIA OFICIO DEL COMANDO EN JEFE FUERZA DE PANAMA	
CERRO VALDES CLEARED AND GRUBBED AREAS	
COCOLI	PANAMA
PLANTA TOPOGRAFICA	
ESCALA: 1:1000	FECHA: 10 DE MARZO DE 2010
LEVANTADO: JUAN DE LOS RIOS	REVISADO:
DISEÑADO: JUAN DE LOS RIOS	APROBADO:
VERIFICADO: JUAN DE LOS RIOS	
REVISADO: JUAN DE LOS RIOS	

ESCALA GRAFICA
1:1000