

PANAMA CANAL AUTHORITY	VARIATION	PAGE 1 OF 4
1. REQUEST FOR PROPOSAL No.:	2. CONTRACT No.:	3. DATE:
RFP-76161	CMC-221427	May 11, 2015
		4. VARIATION No.:
		146

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], 4th Paragraph
	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
(Authorized signature)	
	16. DATE:
	11/11/2015
	(Employer's Representative/Contracting Officer's signature)

May 11, 2015

Design and Construction of the Third Set of Locks

This Variation Agreement Number 146, is dated as of the 11th day of May 2015 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, in RFV 0276 dated February 16, 2015, proposed a correction to Appendix 4 [RFV No. 215 - *Change in Interim Payment Certification Criteria for Gates, Gates Mechanisms and Associated Equipment and Bridgeways*] included in Variation Agreement No. 081 dated October 25, 2013. The Contractor stated that an oversight when composing the table prevented the full repayment to the Contractor of the amounts advanced to the Lock Gates Fabricator as foreseen in the scope of Variation Agreement No. 081.
- (c) The Employer in letter IAE-UPC-2473 dated April 1, 2015, indicated that it was willing to accept the Contractor's proposal, conditional on the agreement by the Parties to a Variation Agreement, with no time or cost impact to the Contract.
- (d) For the avoidance of doubt, RFV No. 0276 dated 16 February, 2015 and this Variation Agreement No. 146 supersede the Contractor's RFV No. 0271 dated 11 december 2014.
- (e) Therefore, subject to the terms of this Variation Agreement No. 146, the Parties have agreed to a variation to 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. 146, 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.



May 11, 2015

Design and Construction of the Third Set of Locks

2. It is agreed that this Variation Agreement No. 146 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. The Parties acknowledge and agree that this Variation Agreement No. 146 shall not be deemed to settle any outstanding issues, claims, demands, actions, disputes or proceedings between the Parties including but not limited to those in relation to any delay to the Works (both as to time and costs) and all such issues, claims, demands, actions, disputes or proceedings remain in contention between the Parties and all respective rights, remedies, claims and defenses of the Parties including but not limited to those concerning and arising out of any delay and/or responsibility for delay and the consequences thereof remain fully reserved. The Parties expressly agree that no Party is waiving, making an admission with respect to, or intending to prejudice any claims, defenses, arguments or remedies that any of them has or may have arising out of events up to and including the date of this Variation Agreement No. 146 or in the future concerning their respective performance under and in relation to the Contract. For the avoidance of doubt, all delay-related issues between the Contractor and the Employer, and their respective rights and remedies regarding responsibility for delay and the consequences thereof, remain fully reserved. Nothing in this Variation Agreement No. 146 will have the effect of changing or extending the Time for Completion or any Milestone Dates under the Contract or entitle the Contractor to Excusable Delay.
4. Save in relation to breaches of, or failure by either Party to comply with, the terms of this Variation Agreement No. 146, the Parties agree that they shall have no claims for additional time or money or any other relief or entitlement of any kind as a direct consequence of this Variation Agreement No. 146.
5. Further, the Contractor's obligations as to the progress of the Works and to complete the Works and comply with the Contract remain in all respects unaffected and nothing within this Variation Agreement No. 146 is intended to be a waiver or relaxation of the Contractor's obligations under the Contract, save only as expressly stated herein and the Contract shall remain fully effective as varied herein and the Contract shall have effect as though the provisions contained in this Variation Agreement No. 146 had been originally contained in the Contract.
6. This Variation Agreement No. 146 shall be governed by the Laws of the Republic of Panama and is deemed to be incorporated into and form an integral part of the Contract.
7. The parties hereby agree to amend Variation Agreement No. 081 as follows:



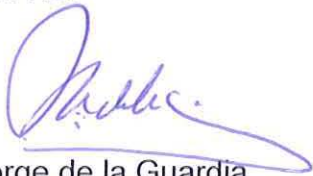
May 11, 2015

Design and Construction of the Third Set of Locks

- a. Appendix 4 [*RFV No. 215 - Change in the Interim Payment Certificate Criteria for Gates, Gates Mechanisms and Associated Equipment and Bridgeways*] to Variation Agreement No. 081 shall, from the monthly Payment Certificate of January 2015 issued in February 2015, be deleted in its entirety and replaced with Appendix 1 to this Variation Agreement No. 146, so that any and all references to Appendix 4 to Variation Agreement No. 081 in: (i) the Contract; and (ii) in Variation Agreement No. 081 itself (which, for the avoidance of doubt, shall include the appendices to Variation Agreement No. 081), shall be a reference to Appendix 1 to this Variation Agreement No. 146.
8. The Parties acknowledge and agree that the Employer's rights in relation to the processing of Interim Payments including but not limited to under Sub-Clause 14.6 [*Issue of Interim Payment Certificates*] and Sub-Clause 14.7 [*Payment*] remain unaffected by this Variation Agreement No. 146.
9. Each Party shall from time to time (at its own cost) do, perform, sign, execute and deliver all such acts, deeds, documents and things (or procure the doing, performance, signing, execution or delivery of them) to give full effect to this Variation Agreement No. 146 and secure the full benefit of the rights, powers and remedies conferred upon it in this Variation Agreement No. 146.

In Witness whereof the Parties hereto have caused this Variation Agreement No. 146 to the Contract to be executed on the 11th day of May of the year 2015 by their duly authorized representatives.

For ACP



Jorge de la Guardia
Employer's Representative

For GUPCSA



Giuseppe Quarta
Contractor's Representative

RFV 276 - APPENDIX 1 - CHANGE IN THE INTERIM PAYMENT CERTIFICATE CRITERIA FOR GATES, GATES MECHANISMS AND ASSOCIATED EQUIPMENT AND BRIDGEWAYS (PROPOSED ADJUSTMENT)

January 2015			ATLANTIC SITE										PACIFIC SITE										ATLANTIC + PACIFIC		
Supplier	Rates		Activity		Budget (Previous)	Previous Progress (A)		Budget (Revised)	Revised Progress (B)		(C = B - A)	Activity		Budget (Previous)	Previous Progress (D)		Budget (Revised)	Revised Progress (E)		(F = E - D)	TOTAL (C + F)	GUPC's (OVH + Profit) 25.0%	CIMOLAI (Net Payment)		
	Previous	Revised	Code	Description	\$270,968,991.09	%	\$213,171,877.72	\$270,968,991.06	%	\$213,541,708.46	\$369,830.74	Code	Description	\$276,732,255.05	%	\$215,355,428.94	\$276,732,255.05	%	\$215,529,083.18	\$173,654.24	\$543,484.98	\$108,697.00	\$434,787.98		
Cimolai	70/30	75/25	A-22240-160	A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates WS	\$6,703,752.85	100.0%	\$6,703,752.85	\$7,182,592.34	100.0%	\$7,182,592.34	\$478,839.49	P-23480-160	P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates WS	\$6,498,814.45	100.0%	\$6,498,814.45	\$6,963,015.48	100.0%	\$6,963,015.48	\$464,201.03	\$943,040.52	\$188,608.10	\$754,432.42		
Cimolai	70/30	75/25	A-22240-260	A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates WS	\$6,703,752.85	100.0%	\$6,703,752.85	\$7,182,592.34	100.0%	\$7,182,592.34	\$478,839.49	P-23480-260	P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates WS	\$6,498,814.45	100.0%	\$6,498,814.45	\$6,963,015.48	100.0%	\$6,963,015.48	\$464,201.03	\$943,040.52	\$188,608.10	\$754,432.42		
Saret & Luman	70/30	70/30	A-22240-290	LOE A_LH1 G1&2: Activity for payment of fabrication of 1ST Emebedded Ro	\$274,784.19	100.0%	\$274,784.19	\$274,784.19	100.0%	\$274,784.19	\$0.00	P-23480-290	LOE P_LH1 G1&2: Activity for payment of fabrication of 1ST Emebedded Ro	\$266,383.85	100.0%	\$266,383.85	\$266,383.85	100.0%	\$266,383.85	\$0.00	\$0.00	\$0.00	\$0.00		
Cimolai	70/30	80/20	A-22580-460-000	A_LH1 Gate Fabricate: 2nd Stage Embeds, Components and Mechanism W	\$4,840,823.71	98.82%	\$4,783,701.99	\$5,532,369.95	98.82%	\$5,467,087.99	\$683,386.00	P-23840-460-000	P_LH1 Gate Fabricate: 2nd Stage Embeds, Components and Mechanism W	\$4,692,836.33	88.53%	\$4,154,568.00	\$5,363,241.52	88.53%	\$4,748,077.72	\$593,509.71	\$1,276,895.71	\$255,379.14	\$1,021,516.57		
Cimolai	70/30	75/25	A-22320	A_LH1 Gates Delivery: Gates 1 & 2 on Site	\$5,746,073.87	100.0%	\$5,746,073.87	\$4,788,394.89	100.0%	\$4,788,394.89	-\$957,678.98	P-23580	P_LH1 Gates Delivery: Load Ship and Transport To Site Gates 1& 2 (Type F	\$5,570,412.38	100.0%	\$5,570,412.38	\$4,642,010.32	100.0%	\$4,642,010.32	-\$928,402.06	-\$1,886,081.04	-\$377,216.21	-\$1,508,864.83		
Saret & Luman	70/30	70/30	A-22320-10	LOE A_LH1 Gates Delivery: Activity for payment of delivery of 1ST Emebedd	\$117,764.65	100.0%	\$117,764.65	\$117,764.65	100.0%	\$117,764.65	\$0.00	P-23580-10	LOE P_LH1 Gates Delivery: Activity for payment of delivery of 1ST Emebedd	\$114,164.50	100.0%	\$114,164.50	\$114,164.50	100.0%	\$114,164.50	\$0.00	\$0.00	\$0.00	\$0.00		
Cimolai	70/30	80/20	A-22580-460-010	A_LH1 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$2,074,638.76	86.00%	\$1,784,189.33	\$1,383,092.51	86.00%	\$1,189,459.56	-\$594,729.78	P-23840-460-010	P_LH1 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$2,011,215.56	85.00%	\$1,709,533.23	\$1,340,810.37	85.00%	\$1,139,688.82	-\$569,844.41	-\$1,164,574.19	-\$232,914.84	-\$931,659.35		
Cimolai	70/30	75/25	A-22060-160	A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates WS	\$10,156,969.52	100.0%	\$10,156,969.52	\$10,882,467.34	100.0%	\$10,882,467.34	\$725,497.82	P-23300-160	P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates WS	\$10,201,289.42	100.0%	\$10,201,289.42	\$10,929,952.95	100.0%	\$10,929,952.95	\$728,663.53	\$1,454,161.35	\$290,832.27	\$1,163,329.08		
Cimolai	70/30	75/25	A-22060-260	A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates WS	\$10,156,969.52	100.0%	\$10,156,969.52	\$10,882,467.34	100.0%	\$10,882,467.34	\$725,497.82	P-23300-260	P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates WS	\$10,201,289.42	100.0%	\$10,201,289.42	\$10,929,952.95	100.0%	\$10,929,952.95	\$728,663.53	\$1,454,161.35	\$290,832.27	\$1,163,329.08		
Saret & Luman	70/30	70/30	A-22060-290	LOE A_LH2 G3&4: Activity for payment of fabrication of 1ST Emebedded Ro	\$416,330.18	100.0%	\$416,330.18	\$416,330.18	100.0%	\$416,330.18	\$0.00	P-23300-290	LOE P_LH2 G3&4: Activity for payment of fabrication of 1ST Emebedded Ro	\$418,146.84	100.0%	\$418,146.84	\$418,146.84	100.0%	\$418,146.84	\$0.00	\$0.00	\$0.00	\$0.00		
Cimolai	70/30	80/20	A-22580-470-000	A_LH2 Gate Fabricate: 2nd Stage Embeds, Components and Mechanism W	\$7,334,413.97	90.22%	\$6,617,108.28	\$8,382,187.39	90.22%	\$7,562,409.47	\$945,301.18	P-23840-470-000	P_LH2 Gate Fabricate: 2nd Stage Embeds, Components and Mechanism W	\$7,366,417.65	86.71%	\$6,387,420.74	\$8,418,763.03	86.71%	\$7,299,909.42	\$912,488.68	\$1,857,789.86	\$371,557.97	\$1,486,231.89		
Cimolai	70/30	75/25	A-22160	A_LH2 Gates Delivery: Gates 3 & 4 on Site	\$8,705,973.87	100.0%	\$8,705,973.87	\$7,254,978.23	100.0%	\$7,254,978.23	-\$1,450,995.65	P-23400	P_LH2 Gates Delivery: Load Ship and Transport To Site Gates 3 & 4 to Site	\$8,743,962.36	100.0%	\$8,743,962.36	\$7,286,635.30	100.0%	\$7,286,635.30	-\$1,457,327.06	-\$2,908,322.71	-\$581,664.54	-\$2,326,658.16		
Saret & Luman	70/30	70/30	A-22160-10	LOE A_LH2 Gates Delivery: Activity for payment of delivery of 1ST Emebedd	\$178,427.22	100.0%	\$178,427.22	\$178,427.22	100.0%	\$178,427.22	\$0.00	P-23400-10	LOE P_LH2 Gates Delivery: Activity for payment of delivery of 1ST Emebedd	\$179,205.78	100.0%	\$179,205.78	\$179,205.78	100.0%	\$179,205.78	\$0.00	\$0.00	\$0.00	\$0.00		
Cimolai	70/30	80/20	A-22580-470-010	A_LH2 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$3,143,320.29	85.57%	\$2,689,739.17	\$2,095,546.86	85.57%	\$1,793,159.45	-\$896,579.72	P-23840-470-010	P_LH2 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$3,157,036.14	84.97%	\$2,682,533.61	\$2,104,690.76	84.97%	\$1,788,355.74	-\$894,177.87	-\$1,790,757.59	-\$358,151.52	-\$1,432,606.07		
Cimolai	70/30	75/25	A-22080-160	A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates WS	\$10,156,969.52	100.0%	\$10,156,969.52	\$10,882,467.34	100.0%	\$10,882,467.34	\$725,497.82	P-23320-160	P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates WS	\$10,201,289.42	100.0%	\$10,201,289.42	\$10,929,952.95	100.0%	\$10,929,952.95	\$728,663.53	\$1,454,161.35	\$290,832.27	\$1,163,329.08		
Cimolai	70/30	75/25	A-22080-260	A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates WS	\$10,156,969.52	100.0%	\$10,156,969.52	\$10,882,467.34	100.0%	\$10,882,467.34	\$725,497.82	P-23320-260	P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates WS	\$10,201,289.42	100.0%	\$10,201,289.42	\$10,929,952.95	100.0%	\$10,929,952.95	\$728,663.53	\$1,454,161.35	\$290,832.27	\$1,163,329.08		
Saret & Luman	70/30	70/30	A-22080-290	LOE A_LH3 G5&6: Activity for payment of fabrication of 1ST Emebedded Rc	\$416,330.18	100.0%	\$416,330.18	\$416,330.18	100.0%	\$416,330.18	\$0.00	P-23320-290	LOE P_LH3 G5&6: Activity for payment of fabrication of 1ST Emebedded Ro	\$418,146.84	100.0%	\$418,146.84	\$418,146.84	100.0%	\$418,146.84	\$0.00	\$0.00	\$0.00	\$0.00		
Cimolai	70/30	80/20	A-22580-480-000	A_LH3 Gate Fabricate: 2nd Stage Embeds, Components and Mechanism	\$7,334,413.97	89.15%	\$6,538,630.05	\$8,382,187.39	89.15%	\$7,472,720.06	\$934,090.01	P-23840-480-000	P_LH3 Gate Fabricate: 2nd Stage Embeds, Components and Mechanism	\$7,366,417.65	84.87%	\$6,251,878.66	\$8,418,763.03	84.87%	\$7,145,004.18	\$893,125.52	\$1,827,215.53	\$365,443.11	\$1,461,772.42		
Cimolai	70/30	75/25	A-22180	A_LH3 Gates Delivery: Gates 5 & 6 on Site	\$8,705,973.87	100.0%	\$8,705,973.87	\$7,254,978.23	100.0%	\$7,254,978.23	-\$1,450,995.65	P-23420	P_LH3 Gates Delivery: Load Ship and Transport To Site Gates 5 & 6 to Site	\$8,743,962.36	100.0%	\$8,743,962.36	\$7,286,635.30	100.0%	\$7,286,635.30	-\$1,457,327.06	-\$2,908,322.71	-\$581,664.54	-\$2,326,658.16		
Saret & Luman	70/30	70/30	A-22180-10	LOE A_LH3 Gates Delivery: Activity for payment of delivery of 1ST Emebedd	\$178,427.22	100.0%	\$178,427.22	\$178,427.22	100.0%	\$178,427.22	\$0.00	P-23420-10	LOE P_LH3 Gates Delivery: Activity for payment of delivery of 1ST Emebedd	\$179,205.78	100.0%	\$179,205.78	\$179,205.78	100.0%	\$179,205.78	\$0.00	\$0.00	\$0.00			