

PANAMA CANAL AUTHORITY	VARIATION	PAGE 1 OF 4
1. REQUEST FOR PROPOSAL No.: RFP-76161	2. CONTRACT No.: CMC-221427	3. DATE: September 30, 2015
		4. VARIATION No.: 147

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:

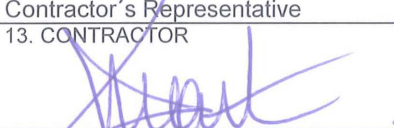
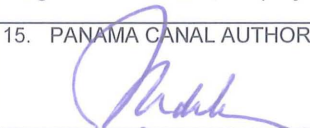
- ☒ The contract referred to in item No. 2 is hereby varied as set forth in item 10, entitled "DESCRIPTION OF VARIATION".
☒ YES. ☐ NO. The contractor shall send a copy, duly signed, of this Variation to the Employer's Representative/Contracting Officer.

	9 A. THIS VARIATION IS EXECUTED ON THE BASIS OF: (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 4.23 [Contractor's Operations on Site]
	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) Giuseppe Quarta Contractor's Representative	12. NAME AND TITLE OF THE EMPLOYER'S REPRESENTATIVE/CONTRACTING OFFICER (Type or print) Jorge de la Guardia, Employer's Representative
13. CONTRACTOR  (Authorized signature)	14. DATE: 29/10/16
	15. PANAMA CANAL AUTHORITY  (Employer's Representative/Contracting Officer's signature)
	16. DATE: 30/10/2015

This Variation Agreement Number 147, is dated as of the 30th day of September 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) Subject to the terms of this Variation Agreement No. 147, the Parties have agreed to a variation of the Contract as hereinafter stated, but not further or otherwise.

THE PARTIES HEREBY AGREE AS FOLLOWS:

- 1. **Volume II, Part 1, Section 31 23 00 [Excavation and Fill]:** Delete Paragraph 1.03.A.2.f.1), which currently reads:

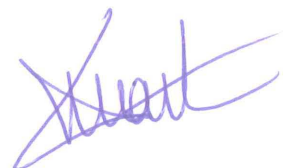
- 1). The Contractor shall excavate to a bottom elevation of -20.62 PLD from the south end of the Pacific lock to station 8P+700, the bottom elevation at station 9P+021 shall be -17.82 PLD. A transition with a maximum slope of 2% shall be provided between the two elevations. To prevent the accumulation of sediment or debris within the lock area, the Contractor shall provide a trap for sediment and debris between station 8P+700 and the lower end of the transition slope.

and replace it with the following:

- 1) The Contractor shall excavate to a bottom elevation of -20.62 PLD from the south end of the Pacific lock to station 8P+700, the bottom elevation at station 9P+021 shall be -17.82 PLD. A transition with a maximum slope of 2% shall be provided between the two elevations. To prevent the accumulation of sediment or debris within the lock area, the Contractor shall provide a trap for sediment and debris beginning no further north than station 8P+500 and the lower end of the transition slope.

(RFV-0291)
(IAE-UPC-2575)

This modification has been agreed to by the Parties on the basis of the Designer's



September 30, 2015

Design and Construction of the Third Set of Locks

indication set out in RFV 0291 that the proposed design *"will have no significant impact on the hydraulic performance and that the Designer's recommendation on the location and slopes will be included in updated drawings to reflect the change.*

2. Volume II, Part 2, Section 40 94 43 [Programmable Logic Controllers (PLCS)]:

Delete Paragraph 1.04.C.2.d., which currently reads:

- d. Cold boot shall not exceed 25 seconds.

and replace it with the following:

- d. Cold boot shall not exceed 100 seconds.

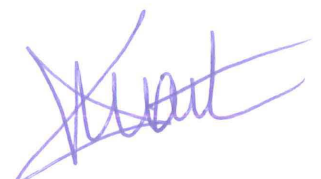
(RFV-0285)
(IAE-UPC-2484)

3. Record the Employer's consent to a request by the Contractor pursuant to Sub-clause 4.23 [Contractor's Operations on Site] 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:

3.1 Mindi A Disposal Area

The area marked as Mindi E (defined by points 13, 13', 14 and 14' in drawing SK-A-A-0871-B) attached to this variation and resulting from the following exchange of correspondence:

- Contractor's letter dated April 28, 2015 (GUPC-IAE-3521) requesting an extension of the Contractor's site at Mindi A Disposal Area, specifically the area marked as Mindi E as a disposal area.
 - Employer's letter of June 29, 2015 (IAE-UPC- 2580) granting the use of Zone E (coordinates 13, 13', 14 and 14' as shown in the drawing SK-A-A-0871-B, attached to this variation). The letter agreed to an amendment to the handover timetable for Zones B to E such that they are to be handed over by December 2015.
4. All of the Contractor's other existing and ongoing obligations pursuant to the Contract remain unaffected and nothing within this Variation Agreement No. 147 is intended to be a waiver or relaxation of the Contractor's obligations under the Contract, save only as expressly stated herein.
5. The Parties agree that, save as expressly stated in this Variation Agreement No. 147 the Contractor shall have no claims for additional time or any other relief or entitlement of any kind as a direct consequence of this Variation Agreement No. 147 or arising out of it or in any way in connection with it.



September 30, 2015

Design and Construction of the Third Set of Locks

6. This Variation Agreement No. 147 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.

In Witness whereof the Parties hereto have caused this Variation Agreement No. 147 to the Contract to be executed on the 30th day of September of the year 2015 by their duly authorized representatives.

For ACP



Jorge de la Guardia
Employer's Representative

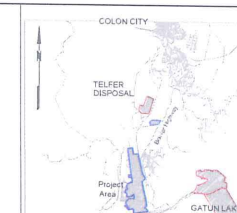
For GUPCSA










Giuseppe Quarta
Contractor's Representative



PLAN VIEW



KEY PLAN
NOT TO SCALE

LEGEND	
	PANAMA CANAL RAILWAY COMPANY
	AREA ALREADY RETURNED TO ACP
	MINDI DISPOSAL AREA
	PROPOSED DISPOSAL EXTENSION
	GUFC ACCESS ROAD
	NEW ALIGNMENT FOR THE BRIDGE
	TELFER POLYGONAL

COORDINATES		
POINT	EAST	NORTH
1	620018.014	1029639.014
2	619968.647	1029484.114
3	619922.213	1029368.947
4	619871.506	1029261.167
5	619794.348	1029165.122
6	619716.750	1029065.142
7	619656.193	1028966.665
8	619502.600	1028938.811
9	619416.105	1028866.815
10	619408.541	1029733.605
11	619426.643	1029850.202
12	619627.615	1030093.276
13	619818.220	1030356.506
14	619937.386	1030659.566
15	620190.749	1030180.077
16	620308.494	1030420.273
17	620032.710	1029723.654
18	620044.166	1029722.344

* NOTE-1: FILL WITH UNSUITABLE MATERIAL
UNTILL @ FINAL LEVEL OF + 9.00 PLD

GRUPO UNIDOS POR EL CANAL

SKETCH

[illegible]

SK-A-A-0871

FILE: Y:\THIRD SET OF LOCKS PROJECT\ATLANTIC LOCK COMPLEX\SKETCHES\CAD FILES\SK-44-0871-0.dwg
 PRINT DATE: Mar 07, 2015 - 9:45 am
 USER: hns.cortez

1 5000 0 100 200 400