

PANAMA CANAL AUTHORITY		VARIATION	PAGE 1 OF 2
1. REQUEST FOR PROPOSAL No.:	2. CONTRACT No.:	3. DATE:	February 19, 2013
RFP-76161	CMC-221427	4. VARIATION No.:	063

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], 4 <sup>th</sup> 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)		
Bernardo Gonzalez Contractor's Representative	Jorge de la Guardia, Employer's Representative		
13. CONTRACTOR	14. DATE:	15. PANAMA CANAL AUTHORITY	16. DATE:
 (Authorized signature)	19/02/2013	 (Employer's Representative/Contracting Officer's signature)	19/II/2013

Whereas:

This Variation No. 063 is issued to change the definition of "Structural Concrete", included in Variation No. 059 of February 14, 2013, as provided herein:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. In this Variation Agreement No. 063, 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. 063 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 Employer and the Contractor agree to vary the Contract as follows:

The Parties agree to amend the definition of Structural Concrete used in Variation No 59 and, accordingly, Sub-Clause 1.1 [Definitions] of the Contract, as follows:

**From:**

*"Structural Concrete" shall have the meaning as set out in Section 03 30 00 of the Employer's Requirements."*

**To:**

*"Structural Concrete" for the purpose of Variation No. 059 dated February 14, 2013, means concrete used as part of the Permanent Works in the Lock Structures as described in Section 01 81 16."*

The Parties agree that there is no time or cost impact to the Locks Contract as a result of this Variation.



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