

PANAMA CANAL AUTHORITY	VARIATION	PAGE 1 OF 8
1. REQUEST FOR PROPOSAL No.:  RFP-76161	2. CONTRACT No.:  CMC-221427	3. DATE: <b>October 25, 2013</b>
		4. VARIATION No.: 081

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".

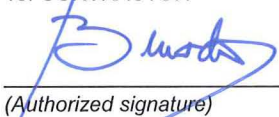
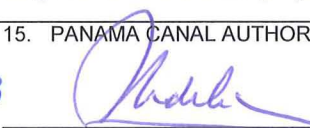
YES. NO. The contractor shall send a copy, duly signed, of this Variation to the Employer's Representative/Contracting Officer.

	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)</i> <b>Volume III, Conditions of Contract, Sub-Clause 1.16 [Entire Agreement], 4<sup>th</sup> Paragraph</b>
	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 Variation Agreement Enclosed**

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>  Bernardo Gonzalez 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: 25/10/2013
	15. PANAMA CANAL AUTHORITY   (Employer's Representative/Contracting Officer's signature)
	16. DATE: 25/x/2013

**This Variation Agreement Number 081, is dated as of the 25<sup>th</sup> day of October, 2013 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) Pursuant to Variation Agreement No. 048 dated September 10, 2012 and Variation Agreement No. 067 dated May 22, 2013, the Employer agreed to certain revised payment arrangements for Plant and Materials on the terms set out in Variation Agreement No. 048 and Variation Agreement No. 067.
- (c) The Contractor:
  - (i) by letter dated November 9, 2012 (Reference GUPC-IAE-1545) informed the Employer of very serious financial problems which it contends that it is facing, that the situation was now "extremely critical" and therein requested financial support in the short to medium term from the Employer, which issues are considered in the subsequent correspondence of the Employer, including the Employer's Letters IAE-UPC-1313 of November 7, 2012, IAE-UPC-1313 of November 20, 2012, IAE-UPC-1359 of December 24, 2012, IAE-GUPC-1374 of January 9, 2013, and letter IAE-GUPC-1441 of February 25, 2013 and the Contractor's letters GUPC-IAE-1284 of June 19, 2012, GUPC-IAE-1545 of November 9, 2012, GUPC-IAE-1567 of November 26, 2013, GUPC-IAE-1617 of December 21, 2012, GUPC-IAE-1623 of December 28, 2012, GUPC-IAE-1716 of February 8, 2013, and GUPC-IAE-1755 of February 27, 2013;
  - (ii) requested through RFV 205, dated August 13, 2013 that the progress payments in relation to the gates, the gates mechanisms and associated equipment and bridgeways be amended as set out therein; and
  - (iii) as a result of the Employer's proposals for the progress payments in relation to the gates, the gates mechanisms and associated equipment and bridgeways in response to RFV 205 set out in letter IAE-UPC-1697 dated September 18, 2013, requested





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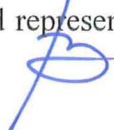
through RFV 215 dated September 19, 2013 that the progress payments be alternatively amended as set out therein.

- (d) In reliance on the Contractor's representations and assertions regarding its financial condition, ability to obtain funding and cash flow difficulties, which the Parties agree that the Employer is not able to independently verify, the Employer considers that unless it agrees to certain modifications to the progress payments in relation to the Plant and Materials (in addition to the various other measures already agreed such as but not limited to those provided for in Variation Agreements Nos. 042, 043, 045, 047, 048, 049, 051, 052, 055, 056, 058, 059, 060, 063, 065, 066, 067, 070, 071, 073, 75, 77 and 80) there could be serious risk to the completion of the Project and therefore the Employer's agreement to the terms hereof is in the best interests of the Project.
- (e) Accordingly, the Employer has responded through letter IAE-UPC-1716 dated October 4, 2013 indicating to the Contractor that the Employer is willing to consider a revised payment profile in accordance with the letter IAE-UPC-1697 dated September 18, 2013 and not as set out in RFV 215, but subject to the parties agreeing a formal variation to reflect such revised arrangements. In addition, the Employer has confirmed to the Contractor through the letter IAE-UPC-1726 dated October 16, 2013 that, subject to the parties agreeing a formal variation to reflect such revised arrangements, (i) the net additional amount resulting from the proposed variation that would be paid by the Contractor to Lock Gates Fabricator would be as calculated in the column titled "Cimolai (Net Payment)" in the table appended to the letter as replicated in Appendix 4 to this Variation Agreement No. 081 as may be updated from time to time; (ii) the calculation of the Cimolai (Net Payment) takes the difference between the column titled "Budget (Revised)" in the table noted above minus the column titled "Budget (Previous)" in the table noted above to find the total increase to be paid under the proposed variation; and (iii) the difference noted in (ii) above is then divided by 1.25 to calculate the total amount to be paid to Lock Gates Fabricator, and the Contractor will retain 25% of the total amount to be paid to Lock Gates Fabricator under the proposed variation for overhead and profit.
- (f) Therefore, subject to the terms of this Variation Agreement No. 081, and based upon the representations and statements made by the Contractor concerning its financial position and ability to obtain funding, in order to assist the cash flow of the Contractor and for no other reason, 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. 081, 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. 081 and the modifications contained herein are approved and dated in writing by the authorized representatives of the Contractor and the Employer



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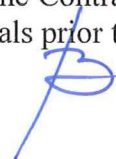
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and in doing so the Parties acknowledge and identify that this is done in accordance with Sub-Clause 1.16 [*Entire Agreement*] of the Contract.

3. Notwithstanding and without prejudice to the merits of any claims that either Party may have against the other relating to the Contract (as to which both Parties' positions are fully reserved) the Contractor acknowledges and agrees that the Employer is not responsible for the Contractor's financial position and its need to request financial assistance. The Contractor agrees and acknowledges that it shall not make any claims against the Employer arising out of or in connection with this Variation Agreement No. 081 or in any way argue or use the fact or the terms of this Variation Agreement No. 081 in a prejudicial way against the Employer or in support of any claims or future actions. The Contractor further agrees and acknowledges that the Employer's agreement to this Variation Agreement No. 081 and the accommodation to the Contractor provided herein is not and shall not be deemed to be an agreement to grant or otherwise provide any similar or other financial accommodation as may be requested by the Contractor on or before the date hereof or in the future. All of the Contractor's 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. 081 or arising out of it or in any way in connection with it.
5. Further, the Contractor's obligations to complete the Works and comply with the Contract remain in all respects unaffected and nothing within this Variation Agreement No. 081 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. 081 had been originally contained in the Contract. Any ambiguity or uncertainty in the meaning and effect of this Variation Agreement No. 081 shall be resolved in favour of the Employer.
6. This Variation Agreement No. 081 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 agree to add the following definition to Sub-Clause 1.1 [*Definitions*] of the Contract under the Sub-Clause 1.1.6 [*Other Definitions*] (which shall be added in proper alphabetical order but without any number):

**"Variation Agreement No. 081"** means Variation Agreement Number 081, dated October 25, 2013 between the Employer and the Contractor.

**"VO No. 081 Bond Issuer Confirmation"** means a written confirmation in the form set out in Appendix 6 to Variation Agreement No. 081 and otherwise acceptable to the Employer, from each of (i) the issuer of the Performance Bond, (ii) the issuer of the Payment Bond, in each case as to the continuing validity of such bond notwithstanding the modifications to the Contract regarding the Contractor's entitlement under the terms of the Contract to payment for Plant and Materials prior to delivery to the Site.





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"VO No. 081 Plant and Material Security Modification" means in relation to the Plant and Material Security a modification to such Plant and Material Security required to be provided pursuant to Variation Agreement No. 081 or an amendment or re-issuance of the Plant and Material Security providing for the same effect, in either such case, in the form substantially similar to Appendix 7 to Variation Agreement No. 081 or otherwise acceptable to the Employer.

8. The Parties hereby agree to amend Sub-Clause 14.5 [*Plant and Materials Intended for the Works*] of the Contract as follows:

- (a) in Sub-Clause 14.5.1(a), in the first line delete "seventy percent (70%)" and replace with "seventy-five percent (75%)";
- (b) in Sub-Clause 14.5.1(b), in the first line delete "thirty percent (30%)" and replace with "twenty-five percent (25%)";
- (c) in item (1) following the proviso to Sub-Clause 14.5.1, in the first line delete "70%" and replace with "75%", in the third line delete "sub-clause (2)" and replace with "item (2) following the proviso to Sub-Clause 14.5.1", and in the fifth and sixth lines delete "Appendix 1 to Variation Agreement No. 067" and replace with "Appendix 1 to Variation Agreement No. 081";
- (d) in item (1)(A)(ii) following the proviso to Sub-Clause 14.5.1, in the first line delete "sixteen percent (16%)" and replace with "twenty-eight (28%)";
- (e) in item (1)(C) following the proviso to Sub-Clause 14.5.1, in the first line delete "12%" and replace with "five percent (5%)";
- (f) in item (1)(D) following the proviso to Sub-Clause 14.5.1, in the second line delete "sub-clauses (B) and (C)" and replace with "items (1)(B) and (1)(C) following the proviso to Sub-Clause 14.5.1";
- (g) delete item (2) following the proviso to Sub-Clause 14.5.1 and replace with "In respect of items 2.3.3.1.9.1, 2.3.3.2.9.1, 2.3.3.1.10.1 and 2.3.3.2.10.1 of the Schedule of Project Elements and Prices, seventy percent (70%) shall be paid when such items have been manufactured and are ready for shipping to the Site (subject to Sub-Clause 14.5.3) and thirty percent (30%) upon delivery to the Site for incorporation into the Permanent Works.";
- (h) in item (5) following the proviso to Sub-Clause 14.5.1, in the second line delete "sub-clause (1)" and replace with "item (1) following the proviso to Sub-Clause 14.5.1";
- (i) insert a new item (6) following the proviso to Sub-Clause 14.5.1 as follows:

"The Parties agree that in relation to items 2.3.3.1.11.1, 2.3.3.1.11.2, 2.3.3.1.11.3, 2.3.3.1.11.4, 2.3.3.2.11.1, 2.3.3.2.11.2, 2.3.3.2.11.3 and 2.3.3.2.11.4 of the Schedule of Project Elements and Prices such items will be paid as follows as more particularly



explained and clarified in Appendix 1 to Variation Agreement 081:

- (A) the first fifty percent (50%) when the steel fabrication is completed;
  - (B) the next thirty percent (30%) upon issuance of the factory acceptance test in respect of such items (where applicable) including all associated Quality Assurance documentation in conformance with Section 01 40 00 [Quality Requirements] of the Employer's Requirements; and
  - (C) the final twenty percent (20%) upon delivery of such items to the Site for incorporation into the Permanent Works.";
- (j) insert a new item (7) following the proviso to Sub-Clause 14.5.1 as follows:

"The Parties agree that in relation to items 2.3.1.16 and 2.3.2.16 of the Schedule of Project Elements and Prices such items will be paid as follows as more particularly explained and clarified in Appendix 1 to Variation Agreement 081:

- (A) the first fifty percent (50%) upon fabrication and issuance of the factory acceptance test in respect of such items (where applicable) including all associated Quality Assurance documentation in conformance with Section 01 40 00 [Quality Requirements] of the Employer's Requirements; and
  - (B) the next thirty percent (30%) upon delivery of such items to the Site for incorporation into the Permanent Works; and
  - (C) the final twenty per cent (20%) upon the incorporation of such items into the Permanent Works.";
- (k) insert a new item (8) following the proviso to Sub-Clause 14.5.1 as follows:

"In respect of any payment made by the Employer to the Contractor in accordance with Sub-Clause 14.7(c) for any Plant and Materials referred to in Sub-Clauses 14.5.1(a)- (b) and/or items (1)-(7) inclusive following the proviso to Sub-Clause 14.5.1:

- (A) within 45 days of receipt by the Contractor of such payment from the Employer, the Contractor shall provide to the Employer certification of the percentage of such payment that the Contractor has made to the Lock Gates Fabricator and such certification shall be in the form set out in Appendix 8 to Variation Agreement No. 081, duly completed in accordance with the requirements set out therein and shall be sent through DTCS together with the documentation required to be provided as set out in Appendix 5 to Variation Agreement No. 081.

In no event shall the Contractor use or apply such payment from the Employer in any way other than as set out in Appendix 3 to Variation Agreement No. 081, including





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without limitation for its own corporate or cash flow purposes (other than in respect of such payments) or to make payment to any other supplier, subcontractor or person for any part of the Works or otherwise.";

- (l) in Sub-Clause 14.5.3, in the second and third lines delete "under sub-paragraph (a) of Sub-Clause 14.5.1" and replace with "in respect of any Plant and Materials to which the Contractor is entitled to payment prior to delivery of such Plant and Materials to the Site pursuant to the terms of the Contract";

- (m) in Sub-Clause 14.5.3(d)(1), in the third line delete "gates and their associated equipment in accordance with the terms of item (1) following the proviso to Sub-Clause 14.5.1" and replace with "the items of Plant and Materials and associated equipment referred to in:

- (A) item (1) following the proviso to Sub-Clause 14.5.1;

- (B) item (6) following the proviso to Sub-Clause 14.5.1;

- (C) item (7) following the proviso to Sub-Clause 14.5.1; and

subject to Sub-Clause 14.5.3(d)(2), any other items of Plant and Materials to which the Contractor is entitled to payment prior to delivery of such items to the Site pursuant to the terms of the Contract (if any)";

- (n) in Sub-Clause 14.5.3(d)(2), in the fifth line delete "provision" and replace with "proviso";

- (o) in the proviso to Sub-Clause 14.5.3(d), in the first line delete "*provided that,*" and replace with "*provided that:* (A)" and in the last line after "satisfied" insert "; and (B) notwithstanding that Sub-Clauses 14.5.3(d)(1) and 14.5.3(d)(2) provide for the delivery of two separate Acceptable Zurich P&M Bonds, the Parties agree that the Contractor may provide a single Acceptable Zurich P&M Bond in the aggregate sum of one hundred and fifty million United States Dollars (US\$150,000,000.00)";

- (p) insert a new Sub-Clause 14.5.3(g) as follows:

"Thirty (30) days after the date of Variation Agreement No. 081, the Contractor shall obtain, at its own cost, and furnish to the Employer the VO No. 081 Bond Issuer Confirmation and the VO No. 081 Plant and Material Security Modification, duly executed by the parties thereto; and

- (q) in Sub-Clause 14.5.4, in the first and second lines delete "under sub-paragraph (b) of Sub-Clause 14.5.1" and replace with "in respect of any Plant and Materials to which the Contractor is entitled to payment upon delivery of such Plant and Materials to the Site pursuant to the terms of the Contract".



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9. 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. 081.
10. The Contractor 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) as the Employer shall from time to time require to give full effect to this Variation Agreement No. 081 and secure to the Employer the full benefit of the rights, powers and remedies conferred upon it by this Variation Agreement No. 081.

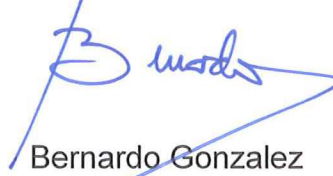
**In Witness** whereof the Parties hereto have caused this Variation Agreement No. 081 to the Contract to be executed on the 25<sup>th</sup> day of October of the year 2013 by their duly authorized representatives.

For ACP



Jorge de la Guardia  
Employer's Representative

For GUPCSA



Bernardo Gonzalez  
Contractor's Representative

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## APPENDIX 1 TO VARIATION AGREEMENT NO. 081

### PROCEDURE TO EFFECT PROGRESS PAYMENTS FOR GATES

#### A. BACKGROUND

1. Sub-Clause 14.5 [Plant and Materials Intended for the Works] of the Conditions of Contract has been varied by the agreement of the Parties in Variation Agreement No. 048 , Variation Agreement No. 052, and Variation No. 067. This Appendix 1 is referred to in the new Sub-Clause 14.5.1 XX (paragraph XX of Variation Agreement No OXX).
2. The purpose of this Procedure is to establish the required steps to properly validate the progress of Gate fabrication so as to effect progress payments in accordance with Variation Agreement No. OXX and Sub-Clause 14.3 [*Application for Interim Payment Certificates*].

#### B. BASIS FOR VALIDATION OF PERIODIC PAYMENTS TO BE INCLUDED IN INTERIM PAYMENT CERTIFICATES

1. As specified in the Locks Contract, a complete gate comprises the following components: the gate itself (main gate hereinafter), embeds, seals, guides, bearing blocks, maintenance supports, rails, wagons, mechanical and hydraulic systems.
2. The total price for fabrication and delivery of gates is \$152,033,849.00 for the Atlantic Locks and \$156,699,089.00 for the Pacific Locks. From these total amounts, 68.31% of the value has been assigned specifically for "main gate". The remaining 31.69% is reserved for all other components outside the main gate, as listed in B.1 above.
3. The price for fabrication and delivery of recess closure is \$6,300,000.00 for the Atlantic Locks and \$6,358,168.32 for the Pacific Locks.
4. The price for the bridgeways is \$2,322,482.00 for the Atlantic Locks and \$2,322,482.00 for the Pacific Locks.
5. To validate the progress of the "main gate" for the purposes of interim payments, the following criteria will be used:
  - The main gates are divided by blocks. Gates types "A", "D" and "F", have 16 blocks; gates types "B", "C", and "E" have 20 blocks.
  - The value of completed blocks will include all steel, materials, labor, and welding. Payment for the blocks will be made as the blocks are assembled and joined to comprise part of a Gate.
  - The total payment for "main gate" fabrication and delivery will be recognized in a 75%-25% basis. The 75% will be partially progressed in a 52%-18%-5% basis.

#### First Step of Main Gate Progress Payment: 52%

- The Contractor may make application in the next application for payment for the first 24% of the individual block value, pursuant to Sub-Clause 14.3 [*Application for Interim Payment Certificates*] when the first two gates blocks have been fabricated, assembled, erected and tack welded in accordance with the terms of the Contract, all of which shall be validated by the Employer's Representative. The Contractor may make an application for the next 28% of the individual block value pursuant to Sub-Clause 14.3 [*Application for Interim Payment*

*Certificates*] when the first two gates blocks have been welded to each other in accordance with the terms of the Contract, all of which shall be validated by the Employer's Representative. Validation for the individual welded blocks will be effective only when they are welded to the other individual blocks as part of a whole gate unit.

- For each individual block the Contractor must submit the corresponding assembly quality documentation and the welds between blocks must be properly tested and demonstrated to be in compliance with the Contract. The value for each block will be an average percentage by weight, as per table included in Appendix 2.
- Only the blocks assembled prior to the cutoff date will be considered for certification and payment.
- The progress payment for each block is subject to the submission of relevant Quality Documentation to validate compliance with contract requirements. All required quality documentation should be uploaded in PCM prior to the relevant application for payment.
- The progress payment for each block is also subject to all relevant documentation being issued to the Employer by SGS (Société Générale de Surveillance) to confirm that the blocks are partially or tack welded.

Second Step of Main Gate Progress Payment: 18%

- The Contractor may make application in the next application for payment pursuant to Sub-Clause 14.3 after all components associated with the main gate are completely installed in the "main gate" and painting is complete.
- Some of these components are shafts, watertight hatches, manholes; also included are protective coating system for all gates, anti-slip coating on walkways, epoxy coating to roadway surfaces, ladders, gratings, cable trays, etc.
- Only one 18% payment will become due per Gate and only when all systems, paintings and coatings for such Gate are completed. The Contractor must submit all quality documentation properly validated by the Contractor's on site Quality Assurance Team.

Third Step of Main Gate Progress Payment: 5%

- The Contractor may make application in the next application for payment pursuant to Sub-Clause 14.3 when the gate is ready for shipment and all quality documentation (Factory Acceptance Tests) is ready and has been uploaded in PCM.

Fourth Step of Main Gate Progress Payment: 25%

- The Contractor may make application in the next application for payment pursuant to Sub-Clause 14.3 when each Gate has been delivered to the Site; is properly stored on the Site; is protected against loss, damage or deterioration; and is in accordance with the Contract.



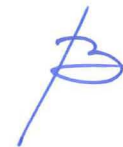
- The gate must be properly inspected to ensure that no damage occurred during transportation to the Site. If the gate requires any rectification to comply with the Contract Requirements, Sub-Clause 14.6 (a) and/or (b) of the Conditions of Contract will be applicable.
- It is intended that the Atlantic Gates, will be validated when they arrive at the Atlantic Site. The Pacific Gates, will be recognized 15% upon arrival at the Atlantic site and the other 10% when arrives to the Pacific site.

To validate the progress of gates mechanisms and associated equipment, the following criteria will be used:

- The Contractor may make application in the next application for payment pursuant to Sub-Clause 14.3 for 50% when steel fabrication is complete.
- The next 30% will be validated when the gates mechanisms and associated equipment are ready for shipment, and when all documentation is in conformance with the Contract quality requirements including Factory Acceptance Tests when applicable.
- The Contractor may make application in the next application for payment pursuant to Sub-Clause 14.3 for 20% when the components have been delivered to the Site; are properly stored on the Site and are protected against loss, damage or deterioration; and are in accordance with the Contract.
- The gate mechanisms and associated equipment must be properly inspected to ensure that no damage occurred during transportation to the Site. If the gate components require any rectification to comply with the contract requirement, Sub-Clause 14.6 (a) and/or (b) of the Conditions of Contract will be applicable.

To validate the progress of bridgeways, the following criteria will be used:

- The Contractor may make application in the next application for payment pursuant to Sub-Clause 14.3 for 50% when the bridgeways are ready for shipment, and when all documentation is in conformance with the Contract quality requirements including Factory Acceptance Tests when applicable.
- The Contractor may make application in the next application for payment pursuant to SubClause 14.3 for 30% when the bridgeways have been delivered to the Site; are properly stored on the Site and are protected against loss, damage or deterioration; and are in accordance with the Contract.
- The last 20% will be validated when the bridgeways are properly installed in conformance with the Contract quality requirements.



#### C. BASIS FOR PAYMENT TO CIMOLAI – GATES FABRICATOR

1. The Contractor shall submit, no later than 45 calendar days from the date payment is made by the Employer for that month, relevant documentation of the Contractor's payment to Lock Gates Fabricator. Specific information on the proof of payment by the Contractor to the Lock Gates Fabricator is detailed in Appendix 5 of this Variation Agreement.
2. The Contractor's payment to the Lock Gates Fabricator shall be the net amount resulting from the difference between (i) the payments received by the Contractor from ACP for the progress payment for gates and gates mechanisms and associated equipment under Variation Agreement No. 48 and No. 67 and, (ii) the payment of such elements as consequence of the application of the new rates stipulated in the Variation Agreement No. XXX.
3. Such net amount payment to be paid by the Contractor to Lock Gates Fabricator shall have in turn a deduction equivalent to the Contractor's overhead and profit of 25% as established in Variation Agreement No. 48.
4. The payments for the overall increase stipulated in items D.2. and D.3. should be done in addition to the payments foreseen in the subcontract with the Lock Gates Fabricator for the fabrication, transportation, and installation of the lock gates, and its relevant amendments signed by the Contractor and its Lock Gates Fabricator up to date.
5. The Contractor shall submit along with the monthly Interim Payment Certificate Application a spreadsheet showing the calculation of the net amount to be paid to the Lock Gates Fabricator. This spreadsheet shall be submitted in PDF uploaded with the monthly payment backup information and in Excel format so the percentages of the activities can be adjusted according to the final monthly agreed validation. The spreadsheet format shall be similar to the table included in Appendix 4.





## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>ATLANTIC</b>	<b>22,878</b>	<b>-</b>	
<b>A_LH1 G1: Fabricate Gates A1 ( Type A ) - 16 Blocks</b>	<b>2,192</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 1	222	10.1%	10%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 2	193	8.8%	10%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 3	259	11.8%	10%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 4	266	12.1%	10%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 5	130	5.9%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 6	130	5.9%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 7	74	3.4%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 8	74	3.4%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 9	162	7.4%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 10	162	7.4%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 11	74	3.4%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 12	74	3.4%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 13	93	4.2%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 14	93	4.2%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 15	93	4.2%	5%
A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates - Block 16	93	4.2%	5%
<b>A_LH1 G2: Fabricate Gates A2 ( Type A ) - 16 Blocks</b>	<b>2,192</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 1	222	10.1%	10%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 2	193	8.8%	10%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 3	259	11.8%	10%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 4	266	12.1%	10%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 5	130	5.9%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 6	130	5.9%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 7	74	3.4%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 8	74	3.4%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 9	162	7.4%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 10	162	7.4%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 11	74	3.4%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 12	74	3.4%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 13	93	4.2%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 14	93	4.2%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 15	93	4.2%	5%
A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates - Block 16	93	4.2%	5%

## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>A_LH2 G3: Fabricate Gates B1 ( Type B ) - 20 Blocks</b>	<b>3,096</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 301	257	8.3%	9%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 302	224	7.2%	9%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 300	300	9.7%	9%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 303	309	10.0%	9%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 311	151	4.9%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 312	151	4.9%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 321	86	2.8%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 322	86	2.8%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 331	86	2.8%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 332	86	2.8%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 310	188	6.1%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 313	188	6.1%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 320	108	3.5%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 323	108	3.5%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 341	122	3.9%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 342	122	3.9%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 330	108	3.5%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 333	108	3.5%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 340	154	5.0%	4%
A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates - Block 343	154	5.0%	4%
<b>A_LH2 G4: Fabricate Gates B2 ( Type B ) - 20 Blocks</b>	<b>3,096</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 401	257	8.3%	9%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 402	224	7.2%	9%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 400	300	9.7%	9%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 403	309	10.0%	9%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 411	151	4.9%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 412	151	4.9%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 421	86	2.8%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 422	86	2.8%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 431	86	2.8%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 432	86	2.8%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 410	188	6.1%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 413	188	6.1%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 420	108	3.5%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 423	108	3.5%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 441	122	3.9%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 442	122	3.9%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 430	108	3.5%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 433	108	3.5%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 440	154	5.0%	4%
A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates - Block 443	154	5.0%	4%



## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>A_LH3 G5: Fabricate Gates B3 ( Type B ) - 20 Blocks</b>	<b>3,096</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 501	257	8.3%	9%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 502	224	7.2%	9%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 500	300	9.7%	9%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 503	309	10.0%	9%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 511	151	4.9%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 512	151	4.9%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 521	86	2.8%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 522	86	2.8%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 531	86	2.8%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 532	86	2.8%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 510	188	6.1%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 513	188	6.1%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 520	108	3.5%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 523	108	3.5%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 541	122	3.9%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 542	122	3.9%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 530	108	3.5%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 533	108	3.5%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 540	154	5.0%	4%
A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates - Block 543	154	5.0%	4%
<b>A_LH3 G6: Fabricate Gates B4 ( Type B ) - 20 Blocks</b>	<b>3,096</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 601	257	8.3%	9%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 602	224	7.2%	9%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 600	300	9.7%	9%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 603	309	10.0%	9%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 611	151	4.9%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 612	151	4.9%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 621	86	2.8%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 622	86	2.8%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 631	86	2.8%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 632	86	2.8%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 610	188	6.1%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 613	188	6.1%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 620	108	3.5%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 623	108	3.5%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 641	122	3.9%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 642	122	3.9%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 630	108	3.5%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 633	108	3.5%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 640	154	5.0%	4%
A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates - Block 643	154	5.0%	4%

## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>A_LH4 G7: Fabricate Gates D1 ( Type D ) - 16 Blocks</b>	<b>3,055</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 701	294	9.6%	9%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 702	265	8.7%	9%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 700	368	12.0%	9%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 703	398	13.0%	9%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 711	174	5.7%	6%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 712	152	5.0%	6%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 721	108	3.5%	6%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 722	93	3.0%	6%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 731	81	2.7%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 732	75	2.5%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 710	185	6.1%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 713	196	6.4%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 720	173	5.7%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 723	177	5.8%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 741		0.0%	
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 742		0.0%	
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 730	159	5.2%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 733	157	5.1%	5%
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 740		0.0%	
A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates - Block 743		0.0%	
<b>A_LH4 G8: Fabricate Gates D2 ( Type D ) - 16 blocks</b>	<b>3,055</b>	<b>100.0%</b>	<b>100.0%</b>
A_LH4 G8: Fabricate Gates D1 (Type D) - Erection Gates - Block 801	294	9.6%	9%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 802	265	8.7%	9%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 800	368	12.0%	9%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 803	398	13.0%	9%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 811	174	5.7%	6%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 812	152	5.0%	6%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 821	108	3.5%	6%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 822	93	3.0%	6%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 831	81	2.7%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 832	75	2.5%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 810	185	6.1%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 813	196	6.4%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 820	173	5.7%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 823	177	5.8%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 841		0.0%	
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 842		0.0%	
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 830	159	5.2%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 833	157	5.1%	5%
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 840		0.0%	
A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates - Block 843		0.0%	



## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>PACIFIC</b>	<b>26,410</b>		
<b>P_LH1 G1: Fabricate Gates F1 ( Type F ) - 16 Blocks</b>	<b>2,289</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 101	228	10.0%	10%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 102	198	8.7%	10%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 100	265	11.6%	10%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 103	274	12.0%	10%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 111	115	5.0%	4%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 112	90	3.9%	4%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 121	92	4.0%	4%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 122	79	3.5%	4%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 110	174	7.6%	5%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 113	146	6.4%	5%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 131	76	3.3%	5%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 132	63	2.8%	5%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 120	145	6.3%	6%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 123	114	5.0%	6%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 130	118	5.2%	6%
P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates - Block 133	112	4.9%	6%
<b>P_LH1 G2: Fabricate Gates F2 ( Type F ) - 16 Blocks</b>	<b>2,289</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 101	228	10.0%	10%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 102	198	8.7%	10%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 100	265	11.6%	10%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 103	274	12.0%	10%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 111	115	5.0%	4%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 112	90	3.9%	4%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 121	92	4.0%	4%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 122	79	3.5%	4%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 110	174	7.6%	5%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 113	146	6.4%	5%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 131	76	3.3%	5%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 132	63	2.8%	5%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 120	145	6.3%	6%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 123	114	5.0%	6%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 130	118	5.2%	6%
P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates - Block 133	112	4.9%	6%

## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>P_LH2 G3: Fabricate Gates 3 ( Type C ) - 20 Blocks</b>	<b>3,733</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 301	328	8.8%	9%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 302	285	7.6%	9%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 300	382	10.2%	9%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 303	394	10.6%	9%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 311	165	4.4%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 312	130	3.5%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 321	133	3.6%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 322	114	3.1%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 331	110	2.9%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 332	91	2.4%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 310	250	6.7%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 313	210	5.6%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 320	208	5.6%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 323	164	4.4%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 341	97	2.6%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 342	83	2.2%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 330	170	4.6%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 333	161	4.3%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 340	127	3.4%	4%
P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates - Block 343	131	3.5%	4%
<b>_LH2 G4: Fabricate Gates 4 ( Type C ) - 20 Blocks</b>	<b>3,733</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 401	328	8.8%	9%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 402	285	7.6%	9%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 400	382	10.2%	9%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 403	394	10.6%	9%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 411	165	4.4%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 412	130	3.5%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 421	133	3.6%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 422	114	3.1%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 431	110	2.9%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 432	91	2.4%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 410	250	6.7%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 413	210	5.6%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 420	208	5.6%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 423	164	4.4%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 441	97	2.6%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 442	83	2.2%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 430	170	4.6%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 433	161	4.3%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 440	127	3.4%	4%
P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates - Block 443	131	3.5%	4%



## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>P_LH3 G5: Fabricate Gates C3 ( Type C ) - 20 Blocks</b>	<b>3,733</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 301	328	8.8%	9%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 302	285	7.6%	9%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 300	382	10.2%	9%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 303	394	10.6%	9%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 311	165	4.4%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 312	130	3.5%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 321	133	3.6%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 322	114	3.1%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 331	110	2.9%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 332	91	2.4%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 310	250	6.7%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 313	210	5.6%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 320	208	5.6%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 323	164	4.4%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 341	97	2.6%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 342	83	2.2%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 330	170	4.6%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 333	161	4.3%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 340	127	3.4%	4%
P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates - Block 343	131	3.5%	4%
<b>P_LH3 G6: Fabricate Gates C4 ( Type C ) - 20 Blocks</b>	<b>3,733</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 601	328	8.8%	9%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 602	285	7.6%	9%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 600	382	10.2%	9%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 603	394	10.6%	9%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 611	165	4.4%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 612	130	3.5%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 621	133	3.6%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 622	114	3.1%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 631	110	2.9%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 632	91	2.4%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 610	250	6.7%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 613	210	5.6%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 620	208	5.6%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 623	164	4.4%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 641	97	2.6%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 642	83	2.2%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 630	170	4.6%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 633	161	4.3%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 640	127	3.4%	4%
P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates - Block 643	131	3.5%	4%

## Appendix 2 - GUPC LOCK GATES WEIGHTS &amp; EQUIVALENT PERCENTAGES REPRESENTATION as of 8 Oct 2013

LOCK GATES BLOCKS BREAKDOWN	Ton	Block Value	
		( Specific )	( Average )
<b>P_LH4 G7: Fabricate Gates E1 ( Type E ) - 20 Blocks</b>	<b>3,450</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 701	303	8.8%	9%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 702	263	7.6%	9%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 700	353	10.2%	9%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 703	364	10.6%	9%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 711	152	4.4%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 712	120	3.5%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 721	123	3.6%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 722	105	3.0%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 731	102	3.0%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 732	84	2.4%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 710	231	6.7%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 713	194	5.6%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 720	192	5.6%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 723	152	4.4%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 741	90	2.6%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 742	78	2.3%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 730	157	4.6%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 733	149	4.3%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 740	117	3.4%	4%
P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates - Block 743	121	3.5%	4%
<b>P_LH4 G8: Fabricate Gates E2 ( Type E ) - 20 Blocks</b>	<b>3,450</b>	<b>100.0%</b>	<b>100.0%</b>
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 801	303	8.8%	9%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 802	263	7.6%	9%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 800	353	10.2%	9%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 803	364	10.6%	9%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 811	152	4.4%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 812	120	3.5%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 821	123	3.6%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 822	105	3.0%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 831	102	3.0%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 832	84	2.4%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 810	231	6.7%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 813	194	5.6%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 820	192	5.6%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 823	152	4.4%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 841	90	2.6%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 842	78	2.3%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 830	157	4.6%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 833	149	4.3%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 840	117	3.4%	4%
P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates - Block 843	121	3.5%	4%



## APPENDIX 3 - GUPC BUDGET CHANGES PROPOSAL FOR MAIN GATES, GATES MECHANISMS AND ASSOCIATED EQUIPMENT, AND BRIDGEWAYS

Activity ID	Activity Name	Current start	Current finish	\$\$ Change	Previous Budget	New Budget	Comments
<i>ATLANTIC SITE - Main Gates, Gates Mechanisms and Associated Equipment</i>							
A-22320	A_LH1 Gates Delivery: Gates 1 & 2 (Type A, Gates A1 and A2) on Site	7-Feb-14	7-Feb-14	\$ (957,678.98)	\$ 5,746,073.87	\$ 4,788,394.89	RFV No.215
A-22580-460-010	A_LH1 Gate Delivery: 2nd stage Embedded parts, Components and Mechanism WS	27-Nov-12 A	2-Jan-14	\$ (691,546.25)	\$ 2,074,638.76	\$ 1,383,092.51	"
A-22240-160	A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates WS	01-Apr-13 A	27-Nov-13	\$ 478,839.49	\$ 6,703,752.85	\$ 7,182,592.34	"
A-22240-260	A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates WS	08-Apr-13 A	29-Nov-13	\$ 478,839.49	\$ 6,703,752.85	\$ 7,182,592.34	"
A-22580-460-000	A_LH1 Gate Fabricate: 2nd Stage Embedded parts, Components and Mechanism WS	11-Jul-12 A	1-Dec-13	\$ 691,546.24	\$ 4,840,823.71	\$ 5,532,369.95	"
A-22160	A_LH2 Gates Delivery: Gates 3 & 4 (Type B, Gates B1 and B2) on Site	21-Jul-13 A	22-Aug-13	\$ (1,450,995.65)	\$ 8,705,973.87	\$ 7,254,978.23	"
A-22580-470-010	A_LH2 Gate Delivery: 2nd stage Embedded parts, Components and Mechanism WS	08-Dec-12 A	21-Dec-13	\$ (1,047,773.43)	\$ 3,143,320.29	\$ 2,095,546.86	"
A-22060-160	A_LH2 G3: Fabricate Gates B1 (Type B) - Erection Gates WS	30-Mar-12 A	17-May-13 A	\$ 725,497.82	\$ 10,156,969.52	\$ 10,882,467.34	"
A-22060-260	A_LH2 G4: Fabricate Gates B2 (Type B) - Erection Gates WS	25-Mar-12 A	17-May-13 A	\$ 725,497.82	\$ 10,156,969.52	\$ 10,882,467.34	"
A-22580-470-000	A_LH2 Gate Fabricate: 2nd stage Embedded parts, Components and Mechanism WS	11-Jul-12 A	2-Dec-13	\$ 1,047,773.42	\$ 7,334,413.97	\$ 8,382,187.39	"
A-22180	A_LH3 Gates Delivery: Gates 5 & 6 (Type B, Gates B3 and B4) on Site	21-Jul-13 A	22-Aug-13	\$ (1,450,995.65)	\$ 8,705,973.87	\$ 7,254,978.23	"
A-22580-480-010	A_LH3 Gate Delivery: 2nd stage Embedded parts, Components and Mechanism WS	29-Apr-13 A	3-Jan-14	\$ (1,047,773.43)	\$ 3,143,320.29	\$ 2,095,546.86	"
A-22080-160	A_LH3 G5: Fabricate Gates B3 (Type B) - Erection Gates WS	25-May-12 A	10-Jun-13 A	\$ 725,497.82	\$ 10,156,969.52	\$ 10,882,467.34	"
A-22080-260	A_LH3 G6: Fabricate Gates B4 (Type B) - Erection Gates WS	27-Jun-12 A	11-Jun-13 A	\$ 725,497.82	\$ 10,156,969.52	\$ 10,882,467.34	"
A-22580-480-000	A_LH3 Gate Fabricate: 2nd stage Embedded parts, Components and Mechanism WS	11-Jul-12 A	2-Jan-14	\$ 1,047,773.42	\$ 7,334,413.97	\$ 8,382,187.39	"
A-22340	A_LH4 Gates Delivery: Gates 7 & 8 (Type D, Gates D1 and D2) on Site	20-Apr-14	20-Apr-14	\$ (1,333,045.84)	\$ 7,998,275.06	\$ 6,665,229.22	"
A-22580-490-010	A_LH4 Gate Delivery: 2nd stage Embedded parts, Components and Mechanism WS	13-Jun-13 A	1-Feb-14	\$ (962,601.11)	\$ 2,887,803.32	\$ 1,925,202.21	"
A-22260-160	A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates WS	30-Sep-13	12-Mar-14	\$ 666,522.92	\$ 9,331,320.91	\$ 9,997,843.83	"
A-22260-260	A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates WS	5-Oct-13	14-Mar-14	\$ 666,522.92	\$ 9,331,320.91	\$ 9,997,843.83	"
A-22580-490-000	A_LH4 Gate Fabricate: 2nd stage Embedded parts, Components and Mechanism WS	11-Jul-12 A	1-Jan-14	\$ 962,601.11	\$ 6,738,207.74	\$ 7,700,808.85	"
A-22580-500-010	A_Gate Delivery: Spares	3-Nov-13	2-Mar-14	\$ (855,411.09)	\$ 2,566,233.26	\$ 1,710,822.17	"
A-22580-500-000	A_Gate Fabricate: Spares	1-Sep-13	31-Jan-14	\$ 855,411.09	\$ 5,987,877.60	\$ 6,843,288.69	"
A-22580-460-300	A_LH1 Gate Delivery: Recess Closure	15-Aug-13	21-Sep-13	\$ (65,234.46)	\$ 195,703.37	\$ 130,468.91	"
A-22580-470-300	A_LH2 Gate Delivery: Recess Closure	15-Aug-13	21-Sep-13	\$ (65,234.46)	\$ 195,703.37	\$ 130,468.91	"
A-22580-480-300	A_LH3 Gate Delivery: Recess Closure	15-Aug-13	21-Sep-13	\$ (65,234.46)	\$ 195,703.37	\$ 130,468.91	"
A-22580-490-300	A_LH4 Gate Delivery: Recess Closure	15-Aug-13	21-Sep-13	\$ (434,296.63)	\$ 1,302,889.88	\$ 868,593.25	"
A-22580-460-290	A_LH1 Gate Fabricate: Recess Closure	20-Nov-12	14-Aug-13	\$ 65,234.46	\$ 456,641.21	\$ 521,875.67	"
A-22580-470-290	A_LH2 Gate Fabricate: Recess Closure	20-Nov-12	14-Aug-13	\$ 65,234.46	\$ 456,641.21	\$ 521,875.67	"
A-22580-480-290	A_LH3 Gate Fabricate: Recess Closure	20-Nov-12	14-Aug-13	\$ 65,234.46	\$ 456,641.21	\$ 521,875.67	"
A-22580-490-290	A_LH4 Gate Fabricate: Recess Closure	20-Nov-12	14-Aug-13	\$ 434,296.63	\$ 3,040,076.38	\$ 3,474,373.01	"
				\$ (0.01)	\$ 156,205,375.18	\$ 156,205,375.17	



## APPENDIX 3 - GUPC BUDGET CHANGES PROPOSAL FOR MAIN GATES, GATES MECHANISMS AND ASSOCIATED EQUIPMENT, AND BRIDGEWAYS

Activity ID	Activity Name	Current start	Current finish	\$\$ Change	Previous Budget	New Budget	Comments
<b>PACIFIC SITE- Main Gates, Gates Mechanisms and Associated Equipment</b>							
P-23580	P_LH1 Gates Delivery: Gates 1 & 2 (Type F) on Site	7-Feb-14	7-Feb-14	\$ (928,402.06)	\$ 5,570,412.38	\$ 4,642,010.32	RFV No.215
P-23840-460-010	P_LH1 Gate Delivery: 2nd Stage Embedded Parts, Components and Mechanism WS	28-Nov-12 A	2-Jan-14	\$ (670,405.19)	\$ 2,011,215.56	\$ 1,340,810.37	"
P-23480-160	P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates WS	11-Apr-13 A	15-Dec-13	\$ 464,201.03	\$ 6,498,814.45	\$ 6,963,015.48	"
P-23480-260	P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates WS	11-Apr-13 A	27-Dec-13	\$ 464,201.03	\$ 6,498,814.45	\$ 6,963,015.48	"
P-23840-460-000	P_LH1 Gate Fabricate: 2nd Stage Embedded Parts, Components and Mechanism WS	11-Jul-12 A	1-Dec-13	\$ 670,405.19	\$ 4,692,836.33	\$ 5,363,241.52	"
P-23400	P_LH2 Gates Delivery: Gates 3 & 4 (Type C) on Site	5-Nov-13	5-Nov-13	\$ (1,457,327.06)	\$ 8,743,962.36	\$ 7,286,635.30	"
P-23840-470-010	P_LH2 Gate Delivery: 2nd Stage Embedded Parts, Components and Mechanism WS	02-Mar-13 A	31-Dec-13	\$ (1,052,345.38)	\$ 3,157,036.14	\$ 2,104,690.76	"
P-23300-160	P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates WS	20-Nov-12 A	10-Aug-13	\$ 728,663.53	\$ 10,201,289.42	\$ 10,929,952.95	"
P-23300-260	P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates WS	03-Dec-12 A	15-Aug-13	\$ 728,663.53	\$ 10,201,289.42	\$ 10,929,952.95	"
P-23840-470-000	P_LH2 Gate Fabricate: 2nd Stage Embedded Parts, Components and Mechanism WS	11-Jul-12 A	2-Dec-13	\$ 1,052,345.38	\$ 7,366,417.65	\$ 8,418,763.03	"
P-23420	P_LH3 Gates Delivery: Gates 5 & 6 (Type C) on Site	5-Nov-13	5-Nov-13	\$ (1,457,327.06)	\$ 8,743,962.36	\$ 7,286,635.30	"
P-23840-480-010	P_LH3 Gate Delivery: 2nd Stage Embedded Parts, Components and Mechanism WS	26-Feb-13 A	3-Jan-14	\$ (1,052,345.38)	\$ 3,157,036.14	\$ 2,104,690.76	"
P-23320-160	P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates WS	20-Nov-12 A	28-Aug-13	\$ 728,663.53	\$ 10,201,289.42	\$ 10,929,952.95	"
P-23320-260	P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates WS	20-Nov-12 A	24-Sep-13	\$ 728,663.53	\$ 10,201,289.42	\$ 10,929,952.95	"
P-23840-480-000	P_LH3 Gate Fabricate: 2nd Stage Embedded Parts, Components and Mechanism WS	11-Jul-12 A	2-Jan-14	\$ 1,052,345.38	\$ 7,366,417.65	\$ 8,418,763.03	"
P-23600	P_LH4 Gates Delivery: Gates 7 & 8 (Type E) on Site	20-Apr-14	20-Apr-14	\$ (1,509,001.20)	\$ 9,054,007.21	\$ 7,545,006.01	"
P-23840-490-010	P_LH4 Gate Delivery: 2nd Stage Embedded Parts, Components and Mechanism WS	03-Jun-13 A	1-Feb-14	\$ (1,089,659.62)	\$ 3,268,978.86	\$ 2,179,319.24	"
P-23500-160	P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates WS	3-Sep-13	4-Jan-14	\$ 754,500.60	\$ 10,563,008.41	\$ 11,317,509.01	"
P-23500-260	P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates WS	8-Sep-13	20-Jan-14	\$ 754,500.60	\$ 10,563,008.41	\$ 11,317,509.01	"
P-23840-490-000	P_LH4 Gate Fabricate: 2nd Stage Embedded Parts, Components and Mechanism WS	11-Jul-12 A	2-Jan-14	\$ 1,089,659.62	\$ 7,627,617.31	\$ 8,717,276.93	"
P-23840-500-010	P_Gate Delivery: Spares	4-Dec-13	2-Apr-14	\$ (881,659.85)	\$ 2,644,979.54	\$ 1,763,319.69	"
P-23840-500-000	P_Gate Fabricate: Spares	1-Sep-13	3-Mar-14	\$ 881,659.84	\$ 6,171,618.90	\$ 7,053,278.74	"
P-23840-460-300	P_LH1 Gate Delivery: Recess Closure	5-Sep-13	13-Oct-13	\$ (66,791.03)	\$ 200,373.09	\$ 133,582.06	"
P-23840-470-300	P_LH2 Gate Delivery: Recess Closure	5-Sep-13	13-Oct-13	\$ (66,791.03)	\$ 200,373.09	\$ 133,582.06	"
P-23840-480-300	P_LH3 Gate Delivery: Recess Closure	5-Sep-13	13-Oct-13	\$ (66,791.03)	\$ 200,373.09	\$ 133,582.06	"
P-23840-490-300	P_LH4 Gate Delivery: Recess Closure	5-Sep-13	13-Oct-13	\$ (435,443.15)	\$ 1,306,329.45	\$ 870,886.30	"
P-23840-460-290	P_LH1 Gate Fabricate: Recess Closure	20-Nov-12	4-Sep-13	\$ 66,791.03	\$ 467,537.20	\$ 534,328.23	"
P-23840-470-290	P_LH2 Gate Fabricate: Recess Closure	20-Nov-12	4-Sep-13	\$ 66,791.03	\$ 467,537.20	\$ 534,328.23	"
P-23840-480-290	P_LH3 Gate Fabricate: Recess Closure	20-Nov-12	4-Sep-13	\$ 66,791.03	\$ 467,537.20	\$ 534,328.23	"
P-23840-490-290	P_LH4 Gate Fabricate: Recess Closure	20-Nov-12	4-Sep-13	\$ 435,443.15	\$ 3,048,102.06	\$ 3,483,545.21	"
				\$ (0.01)	\$ 160,863,464.17	\$ 160,863,464.16	



## APPENDIX 3 - GUPC BUDGET CHANGES PROPOSAL FOR MAIN GATES, GATES MECHANISMS AND ASSOCIATED EQUIPMENT, AND BRIDGEWAYS

Activity ID	Activity Name	Current start	Current finish	\$\$ Change	Previous Budget	New Budget	Comments
<b>PACIFIC SITE - Bridgeways</b>							
P-60140	P_Locks & Site: Perform Pre-commissioning and Commissioning Tests during Flooding	18-Dec-14	17-Mar-15	\$ (2,322,482.00)	\$ 2,355,496.55	\$ 33,014.55	
P-23840-600	LOE P_Gate Fabricate: Fabricate Bridgeways	29-Dec-12	3-Jan-14	\$ 1,161,241.00	\$ -	\$ 1,161,241.00	
P-23840-610	LOE P_Gate Delivery: Deliver Bridgeways	4-Nov-13	2-Feb-14	\$ 696,744.60	\$ -	\$ 696,744.60	
P-23840-620	LOE P_Gate Installation: Install and Test Bridgeways	2-Apr-14	10-Oct-14	\$ 464,496.40	\$ -	\$ 464,496.40	
				\$ -	\$ 2,355,496.55	\$ 2,355,496.55	

**ATLANTIC SITE- Bridgeways**

A-60140	A_Locks & Site: Perform Pre-commissioning and Commissioning Tests during Flooding	18-Sep-14	16-Dec-14	\$ (2,322,482.00)	\$ 2,355,146.30	\$ 32,664.30	
A-22580-600	LOE A_Gate Fabricate: Fabricate Bridgeways	19-Mar-13	29-Nov-13	\$ 1,161,241.00	\$ -	\$ 1,161,241.00	
A-22580-610	LOE A_Gate Delivery: Deliver Bridgeways	28-Sep-13	29-Dec-13	\$ 696,744.60	\$ -	\$ 696,744.60	
A-22580-620	LOE A_Gate Installation: Install and Test Bridgeways	3-Jan-14	16-Jul-14	\$ 464,496.40	\$ -	\$ 464,496.40	
					\$ 2,355,146.30	\$ 2,355,146.30	



Variation Agreement No. 081

Appendix 4 - RFV No. 215 - CHANGE IN THE INTERIM PAYMENT CERTIFICATE CRITERIA FOR GATES, GATES MECHANISMS AND ASSOCIATED EQUIPMENT AND BRIDGEWAYS

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 (OVR + Profit) 25.0%	CIMOLAI (Net Payment)								
	Previous	Revised																Code	Description	\$270,968,991.09	%	\$100,981,594.12	%	\$265,563.69	Code
Cimlad	7030	7505	A-22240-160	A_LH1 G1: Fabricate Gates A1 (Type A) - Erection Gates WS	\$6,703,752.85	57.1%	\$3,630,715.50	\$7,182,592.34	68.3%	\$4,979,800.69	P-23480-160	P_LH1 G1: Fabricate Gates F1 (Type F) - Erection Gates WS	\$6,498,814.45	34.3%	\$2,228,164.85	\$6,963,015.48	32.0%	\$2,228,164.85	\$0.01	\$1,149,214.78	\$228,842.96	\$919,371.83	\$1,149,214.78	\$228,842.96	\$919,371.83
Cimlad	7030	7505	A-22240-200	A_LH1 G2: Fabricate Gates A2 (Type A) - Erection Gates WS	\$6,703,752.85	36.4%	\$2,643,193.97	\$7,182,592.34	41.6%	\$2,987,958.41	P-23480-200	P_LH1 G2: Fabricate Gates F2 (Type F) - Erection Gates WS	\$6,498,814.45	34.3%	\$2,228,164.95	\$6,963,015.48	32.0%	\$2,228,164.95	\$0.01	\$344,764.44	\$68,952.88	\$275,811.56	\$344,764.44	\$68,952.88	\$275,811.56
Steel & Lumar	7030	7030	A-22240-250	LOE A_LH1 G1&2: Activity for payment of fabrication of 1ST Embedded Roll	\$274,784.19	100.0%	\$274,784.19	\$274,784.19	100.0%	\$0.00	P-23480-200	LOE P_LH1 G1&2: Activity for payment of fabrication of 1ST Embedded Roll	\$266,383.85	90.0%	\$239,825.76	\$266,383.85	90.0%	\$239,825.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-460-000	A_LH1 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism WS	\$4,840,823.71	36.1%	\$1,748,187.74	\$5,532,369.95	36.1%	\$1,997,928.85	P-23480-460-000	P_LH1 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism WS	\$4,692,636.33	41.4%	\$1,943,123.23	\$5,363,241.52	41.4%	\$2,220,712.26	\$277,589.03	\$527,330.14	\$105,466.03	\$421,864.11	\$527,330.14	\$105,466.03	\$421,864.11
Cimlad	7030	7505	A-22320	A_LH1 Gates Delivery: Gates 1 & 2 on Site	\$5,746,073.87	0.0%	\$0.00	\$4,788,394.89	0.0%	\$0.00	P-23580	P_LH1 Gates Delivery: Load Ship and Transport To Site Gates 1& 2 (Type F)	\$5,570,412.38	0.0%	\$0.00	\$4,642,610.32	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Steel & Lumar	7030	7030	A-22320-10	LOE A_LH1 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$117,764.65	100.0%	\$117,764.65	\$117,764.65	100.0%	\$0.00	P-23580-10	LOE P_LH1 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$114,164.50	90.0%	\$102,782.46	\$114,164.50	90.0%	\$102,782.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-460-010	A_LH1 Gate Delivery: 2nd Stage Embeds, Components and Mechanism WS	\$2,074,638.76	10.9%	\$225,757.46	\$1,383,092.51	10.9%	\$150,504.97	P-23840-460-010	P_LH1 Gate Delivery: 2nd Stage Embeds, Components and Mechanism WS	\$2,011,215.56	26.9%	\$32,655.72	\$1,340,810.37	28.2%	\$378,609.46	-\$154,546.26	-\$229,798.74	-\$45,669.75	-\$183,838.99	-\$229,798.74	-\$45,669.75	-\$183,838.99
Cimlad	7030	7505	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	P-23300-160	P_LH2 G3: Fabricate Gates C1 (Type C) - Erection Gates WS	\$10,201,289.42	82.9%	\$8,452,496.96	\$10,929,952.66	83.3%	\$10,201,289.42	\$1,748,792.46	\$2,474,290.28	\$494,658.06	\$1,979,432.22	\$2,474,290.28	\$494,658.06	\$1,979,432.22
Cimlad	7030	7505	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	P-23300-260	P_LH2 G4: Fabricate Gates C2 (Type C) - Erection Gates WS	\$10,201,289.42	82.9%	\$8,452,496.96	\$10,929,952.66	83.3%	\$10,201,289.42	\$1,748,792.46	\$2,474,290.28	\$494,658.06	\$1,979,432.22	\$2,474,290.28	\$494,658.06	\$1,979,432.22
Steel & Lumar	7030	7030	A-22060-290	LOE A_LH2 G3&4: Activity for payment of fabrication of 1ST Embedded Roll	\$416,330.18	100.0%	\$416,330.18	\$416,330.18	100.0%	\$0.00	P-23300-290	LOE P_LH2 G3&4: Activity for payment of fabrication of 1ST Embedded Roll	\$418,146.84	99.6%	\$416,372.95	\$418,146.84	99.6%	\$416,372.95	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-470-000	A_LH2 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism WS	\$7,334,413.97	50.1%	\$3,674,020.51	\$6,382,187.39	50.1%	\$4,198,800.58	P-23840-470-000	P_LH2 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism WS	\$7,368,417.05	44.3%	\$3,260,822.47	\$8,418,763.03	44.3%	\$3,726,854.25	\$465,831.78	\$960,691.85	\$189,138.37	\$782,553.48	\$960,691.85	\$189,138.37	\$782,553.48
Cimlad	7030	7505	A-22180	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	P-23400	P_LH2 Gates Delivery: Load Ship and Transport To Site Gates 3 & 4 to Site	\$8,743,962.36	0.0%	\$0.00	\$7,286,635.30	0.0%	\$0.00	-\$1,450,995.64	-\$290,199.13	-\$1,809,795.51	-\$1,450,995.64	-\$290,199.13	-\$1,809,795.51	
Steel & Lumar	7030	7030	A-22180-10	LOE A_LH2 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$178,427.22	100.0%	\$178,427.22	\$178,427.22	100.0%	\$0.00	P-23400-10	LOE P_LH2 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$179,205.79	98.6%	\$176,715.37	\$179,205.78	98.6%	\$176,715.37	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-470-010	A_LH2 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$3,143,320.29	21.0%	\$561,138.23	\$2,095,546.86	21.0%	\$440,758.82	P-23840-470-010	P_LH2 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$3,157,036.14	8.0%	\$252,720.85	\$2,104,000.76	8.0%	\$168,480.57	-\$84,240.28	-\$304,619.69	-\$60,923.94	-\$243,693.76	-\$304,619.69	-\$60,923.94	-\$243,693.76
Cimlad	7030	7505	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	P-23300-160	P_LH3 G5: Fabricate Gates C3 (Type C) - Erection Gates WS	\$10,201,289.42	82.9%	\$8,452,496.96	\$10,929,952.66	83.3%	\$10,201,289.42	\$1,748,792.46	\$2,474,290.28	\$494,658.06	\$1,979,432.22	\$2,474,290.28	\$494,658.06	\$1,979,432.22
Cimlad	7030	7505	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	P-23300-260	P_LH3 G6: Fabricate Gates C4 (Type C) - Erection Gates WS	\$10,201,289.42	82.9%	\$8,452,496.96	\$10,929,952.66	83.3%	\$10,201,289.42	\$1,748,792.46	\$2,474,290.31	\$494,658.06	\$1,979,432.25	\$2,474,290.31	\$494,658.06	\$1,979,432.25
Steel & Lumar	7030	7030	A-22080-290	LOE A_LH3 G5&6: Activity for payment of fabrication of 1ST Embedded Roll	\$416,330.18	98.0%	\$407,986.25	\$416,330.18	98.0%	\$407,986.25	P-23300-290	LOE P_LH3 G5&6: Activity for payment of fabrication of 1ST Embedded Roll	\$418,146.84	100.0%	\$418,146.84	\$418,146.84	100.0%	\$418,146.84	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-480-000	A_LH3 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism	\$7,334,413.97	38.7%	\$2,839,948.83	\$6,382,187.39	38.7%	\$5,245,655.81	P-23840-480-000	P_LH3 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism	\$7,368,417.05	24.5%	\$1,806,522.13	\$8,418,763.03	24.5%	\$2,064,596.72	\$258,074.59	\$563,781.57	\$132,763.11	\$531,025.25	\$563,781.57	\$132,763.11	\$531,025.25
Cimlad	7030	7505	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	P-23400	P_LH3 Gates Delivery: Load Ship and Transport To Site Gates 5 & 6 to Site	\$8,743,962.36	0.0%	\$0.00	\$7,286,635.30	0.0%	\$0.00	-\$1,450,995.64	-\$290,199.13	-\$1,809,795.51	-\$1,450,995.64	-\$290,199.13	-\$1,809,795.51	
Steel & Lumar	7030	7030	A-22180-10	LOE A_LH3 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$178,427.22	98.0%	\$174,851.25	\$178,427.22	98.0%	\$174,851.25	P-23400-10	LOE P_LH3 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$179,205.78	100.0%	\$179,205.78	\$179,205.78	100.0%	\$179,205.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-480-010	A_LH3 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$3,143,320.29	24.3%	\$762,615.50	\$2,095,546.88	24.3%	\$508,414.34	P-23840-480-010	P_LH3 Gate Delivery: 2nd Stage Embeds, Components and Mechanism	\$3,157,036.14	5.8%	\$182,098.19	\$2,104,000.76	5.8%	\$121,399.32	-\$90,699.66	-\$314,904.83	-\$62,980.97	-\$251,923.86	-\$314,904.83	-\$62,980.97	-\$251,923.86
Cimlad	7030	7505	A-22060-160	A_LH4 G7: Fabricate Gates D1 (Type D) - Erection Gates WS	\$9,331,320.91	0.0%	\$0.00	\$9,997,843.83	0.0%	\$0.00	P-23500-160	P_LH4 G7: Fabricate Gates E1 (Type E) - Erection Gates WS	\$10,563,008.41	4.1%	\$434,592.34	\$11,317,559.01	3.8%	\$434,592.35	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	7505	A-22060-260	A_LH4 G8: Fabricate Gates D2 (Type D) - Erection Gates WS	\$9,331,320.91	0.0%	\$0.00	\$9,997,843.83	0.0%	\$0.00	P-23500-260	P_LH4 G8: Fabricate Gates E2 (Type E) - Erection Gates WS	\$10,563,008.41	0.0%	\$0.00	\$11,317,559.01	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Steel & Lumar	7030	7030	A-22060-290	LOE A_LH4 G7&8: Activity for payment of fabrication of 1ST Embedded Roll	\$382,487.17	100.0%	\$382,487.17	\$382,487.17	100.0%	\$0.00	P-23500-290	LOE P_LH4 G7&8: Activity for payment of fabrication of 1ST Embedded Roll	\$432,973.56	100.0%	\$432,973.56	\$432,973.56	100.0%	\$432,973.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-490-000	A_LH4 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism WS	\$6,738,207.74	24.3%	\$1,634,784.81	\$7,700,808.85	24.3%	\$1,688,320.92	P-23840-490-000	P_LH4 Gate Fabricate, 2nd Stage Embeds, Components and Mechanism WS	\$7,617,617.31	27.0%	\$2,060,452.72	\$8,717,276.93	27.0%	\$2,354,603.11	\$294,360.39	\$527,891.50	\$105,678.30	\$422,313.20	\$527,891.50	\$105,678.30	\$422,313.20
Cimlad	7030	7505	A-22340	A_LH4 Gates Delivery: Gates 7 & 8 on Site	\$7,986,278.06	0.0%	\$0.00	\$6,665,229.02	0.0%	\$0.00	P-23500	P_LH4 Gates Delivery: Load Ship and Transport To Site Gates 7 & 8 (Type E)	\$8,054,007.21	0.0%	\$0.00	\$7,545,006.01	0.0%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Steel & Lumar	7030	7030	A-22340-10	LOE A_LH4 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$163,923.07	100.0%	\$163,923.07	\$163,923.07	100.0%	\$0.00	P-23500-10	LOE P_LH4 Gates Delivery: Activity for payment of delivery of 1ST Embedded	\$165,560.09	100.0%	\$165,560.09	\$165,560.09	100.0%	\$165,560.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Cimlad	7030	8609	A-22580-490-010	A_LH4 Gate Delivery: 2nd Stage Embeds, Components and Mechanism WS	\$2,887,603.32	24.3%	\$700,511.03	\$1,525,202.21	24.3%	\$467,007.33	P-23840-490-010	P_LH4 Gate Delivery: 2nd Stage Embeds, Components and Mechanism WS	\$3,268,976.86	4.4%	\$145,228.23	\$2,179,319.24	4.4%	\$96,818.62	-\$48,408.41	-\$281,913.08	-\$56,382.62	-\$225,530.46			



## Appendix 5

### **Requirement - Post-audit to validate - the paid amounts to the Lock Gates Fabricator**

Where the Contractor has included an amount resulting from the change in the interim payment certificate application as stipulated in Variation Agreement 081 pursuant to Sub-Clause 14.3 [Application for Interim Payment Certificates], the Contractor shall provide to the Employer no later than 45 calendar days from the date payment is made by the Employer for that month the following:

- a) Proof of payment by the Contractor to the Lock Gates Fabricator such as the bank wire transfer or bank debit note which shall be sent to the Employer directly by the bank institute that received the wire transfer.
- b) Confirmation of the payment from the Lock Gates Fabricator such as: receipt, certification from the Lock Gates Fabricator, bank certification of the transfer being credited to the Lock Gates Fabricator's account; and
- c) Such other evidence or substantiation that may be reasonably required by the Employer's Representative in order to validate the payment of the same.



[Letterhead of Zurich]

\_\_\_\_\_, 2013

Autoridad del Canal de Panama  
Centro de Capacitacion Ascanio Arosemena  
Edificio 705, Ala Gerencial, Balboa  
Panama, Republica of Panama

Reference: Contract No. CMC-221427, Design and Construction of the Third Set of Locks, Panama Canal

Confirmation regarding Plant and Material Security

Dear Sirs:

We refer to (i) the Design and Build Contract for the Third Set of Locks on the Panama Canal (as amended, modified, varied or supplemented, the "Contract") tendered under RFP #76161 between you, as owner and Employer thereunder (the "Owner") and Grupo Unidos por el Canal, S.A., as contractor (the "Contractor"); (ii) the performance bond, Bond no. 08960193, dated August 7, 2009, in an amount of USD 400,000,000.00, issued in the Owner's favor in respect of the Contract (as amended, supplemented or otherwise modified from time to time, the "Performance Bond"); and (iii) the payment bond, Bond no. 08960194, dated August 7, 2009, issued in the Owner's favor in respect of the Contract (as amended, supplemented or otherwise modified from time to time, the "Payment Bond" and together with the Performance Bond, the "Bonds"). Unless otherwise specified, capitalized terms used herein have the respective meanings specified in the Contract.

We have been provided with a copy of Variation Agreement No. 081, dated ("Variation Agreement No. 081") to the Contract, executed by the Owner and the Contractor, which provides amendments to the Contract relating to certain revised payment arrangements for Plant and Materials (as defined therein) by the Owner to the Contractor.

The undersigned, as Surety under and as defined in the Bonds, hereby confirms to you, as Owner and beneficiary under the Bonds, the continued validity of the Bonds in the respective amounts originally stated therein, notwithstanding the revised payment arrangements for Plant and Materials under the Contract.





Nothing in this confirmation letter is intended to or shall waive, alter, amend or otherwise affect any of the terms or conditions of the Bonds, other than as stated herein.

ZURICH AMERICAN INSURANCE  
COMPANY, as Surety under the Bonds

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED:

AUTORIDAD DEL CANAL DE PANAMA,  
as Owner under the Contract and beneficiary under the Bonds referred to above

By: \_\_\_\_\_  
Name:  
Title:



*This RIDER to be attached to and form a part of*

**Bond no. PAY09098907**

WHEREAS, on or about the 11<sup>th</sup> day of August, 2009, **Grupo Unidos por el Canal S.A.**, as Contractor, entered into a written agreement with the Panama Canal Authority, as Obligee (Employer), for the **Design and Construction of the Third Set of Locks of the Panama Canal – Contract No. CMC221427**, herein referred to as the Contract; and

WHEREAS, the Contractor, as Principal, and Zurich American Insurance Company, as Surety, have executed an Advance Payment Bond in favor of Employer as required by the Contract and Surety has issued Rider to such Advance Payment Bond (Bond no. *PAY09098907*), dated September [16], 2013;

WHEREAS, Surety has been provided with a copy of Variation Agreement No. 081, dated October 24, 2013, executed by the Obligee and the Contractor, to the Contract (the “Variation Agreement No. 081”);

and

WHEREAS, Obligee has requested that the Advance Payment Bond be amended to reference Variation Agreement No. 081 to the Contract.

NOW, THEREFORE, the undersigned hereby agree as follows: The Advance Payment Bond is hereby amended as follows:

1. Paragraph 9 is added to the Advance Payment Bond to read as follows: The Bond shall also guarantee and secure, and the Maximum Amount of the Bond shall be available to guarantee and secure, the repayment of (a) the advance payments made by the Obligee in respect of the Plant and Materials described in Sub-Clauses 14.5.3(d)(1) and 14.5.3(d)(2) of the Contract; and (b) the Advance Payment for Lock Gates in accordance with Sub-Clause 14.2(H) of the Contract.
2. All other terms and conditions of the Advance Payment Bond are unchanged and shall remain in full force and effect.





SIGNED, sealed and dated this \_\_\_\_ day of October, 2013.

WITNESS OR ATTEST:

\_\_\_\_\_

Panama Canal Authority  
Employer

By: \_\_\_\_\_ (SEAL)

WITNESS OR ATTEST:

/s/ \_\_\_\_\_

Grupo Unidos por el Canal S.A.  
Contractor

By: \_\_\_\_\_ (SEAL)

Zurich American Insurance Company  
Surety

By: /s/ Vincent T. Moy  
Vincent T. Moy, Attorney-in-Fact



[TO BE PROVIDED ON YOUR HEADED NOTEPAPER]

Grupo Unidos por el Canal, S.A.  
Building 22B  
Brujas Road, Cocoli  
Panama  
Republic of Panama

Autoridad de Canal de Panama  
Building 740, Corozal  
Panama  
Republic of Panama

[insert date]

Dear Sirs

**Certification of payment to the Lock Gates Fabricator**

We hereby provide certification of payment in respect of Cimolai S.p.A. (the "**Lock Gates Fabricator**") in accordance with item (8) following the proviso to the Sub-Clause 14.5.1 of the Contract CMC-221427 for the Design and Construction of the Third Set of Locks dated August 11, 2009.

We enclose with this certification a payment receipt from the Lock Gates Fabricator for the amount of \$[insert sum] which we confirm is the amount payable to the Lock Gates Fabricator as certified/informed by the Employer's Representative in respect of the application for Interim Payment Certificate [insert details].

We also confirm that the above sum payable to the Lock Gates Fabricator amounts to [insert %] of the payment received by us from you in respect of the application for Interim Payment Certificate [insert details], and such percentage accords with that set out in the table at Appendix [3] to Variation Agreement No. 081 of October 24, 2013.

We hereby certify that the contents of this certification are true and accurate in all respects.

[GUPCSA]

