

PANAMA CANAL AUTHORITY		VARIATION	PAGE 1 OF 4
1. REQUEST FOR PROPOSAL No.:	2. CONTRACT No.:	3. DATE:	January 18, 2012
RFP-76161	CMC-221427	4. VARIATION No.:	022 (R3)

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], 4th Paragraph

9 D. OTHER. (Specify manner and the legal authority).

9 E. ACCOUNT NUMBER (If required):

10. DESCRIPTION OF THE VARIATION (List in accordance with the order of the Contract. If additional space is required, use blank sheets).

See attached

Except for the variation(s) herein specified, all other terms and conditions of the Contract remain unchanged.

11. NAME AND TITLE OF THE PERSON AUTHORIZED TO SIGN (Type or print)	12. NAME AND TITLE OF THE EMPLOYER'S REPRESENTATIVE/CONTRACTING OFFICER (Type or print)
Bernardo Gonzalez Contractor's Representative	Jorge de la Guardia, Employer's Representative
13. CONTRACTOR	14. DATE:
 (Authorized signature)	15. PANAMA CANAL AUTHORITY
	16. DATE:
	 (Employer's Representative/Contracting Officer's signature)

21/01/2012

18/1/2012

Variation No. 022 (R3) is issued to incorporate the following changes:

1. Volume II, Part 3 Section 01 14 00 [Work Restrictions]- Delete Paragraphs 1.06 D and 1.06 G entirely and replace them with the following:

"D. Pilotage: The Contractor shall comply with "Capítulo V – Practicaje" of the Employer's RMOCP. An Employer pilot or a Transit advisor will be required whenever the Contractor is operating in Canal waters, except as provided in the second section of this chapter of the RMOCP and in the Employer's Notice to Shipping No. N-2-2008 (Harbor Operations), or in any subsequent revisions. The Employer will waive pilotage or Transit-advisor fees to the Contractor when incurred in the execution of the Contract, except as specified in Subparagraph 1.06 G below. Tolls and other Transit-related fees will be charged to the Contractor at the commercial tariffs, except as specified in Subparagraph 1.06G below. The Contractor shall submit a justification to the Employer's Representative for approval 28 days in advance of when he will need this service.

G. Vessel Navigation between the Y just North of Pedro Miguel Locks and the Atlantic Site for the Third Set of Locks: The following regulations will apply in this area:

1. Self-propelled vessels measuring less than 27.7 m (91.0 feet) in beam will be allowed to transit simultaneously with vessels transiting in the opposite direction, i.e., two-way traffic. Self-propelled vessels measuring more than 27.7 m (91.0 feet) in beam will be allowed to transit only among vessels transiting in the same direction.
2. In order to qualify for two-way traffic eligibility, vessels assisted by tugboats shall not exceed 25.9 m (85.0 feet) in beam.
3. In all cases, vessels shall be capable of sustaining a minimum speed of 8 knots and shall comply with all navigation requirements stated herein.
4. A trip is considered a full round trip, which is comprised of 2 one way passages. A passage is defined as a one way northbound voyage between ACP's Cartagena tie up station and GUPC's Gatun Lake dock adjacent to the Atlantic Third Set of Locks site, or vice versa (southbound passage between the two points previously described). A one way passage should not exceed 7 continuous hours timed from the moment that the pilots are on board. Any time in excess of the 7 hours shall be to the account of the Contractor, therefore any tolls or transit-related fees, tugboats, boats, extra pilots, launch services will be charged to the Contractor in accordance with paragraph G.7 and G.8. Subject to scheduling constraints, two trips will be allowed per day.
5. Requests for each one way passage shall be submitted to the Employer at least 24 hours before the expected Transit time; however, the Employer cannot



commit to complying with a precise departure and arrival schedule other than fitting up to a maximum of 4 passages or 2 trips, as the case may be, somewhere into the daily schedule. The Employer shall not be responsible for any time and cost impact to the Contractor as a result of changes in the requested schedule. The Contractor agrees that the requested schedule is subject to changes according to the operations of the Panama Canal.

6. The Employer will only pay one pilot to be used per trip up to 886 pilots assignments during the execution of the Contract starting with the first request for a passage or trip as the case may be after the date of execution of this Variation.

7. The Contractor will pay in its entirety, at the Employer's internal tariff, the following:

- a. All pilots employed in a trip except for that covered under paragraph G6, during the execution of the Contract and as of the date of execution of this variation;
- b. Any additional pilots required beyond the 886 pilots assignments referred to in paragraph G6;
- c. Any tugboat and launch service;
- d. The Employer's internal tariff will only be applied to pilotage, tugboat and launch services that result from a tug and barge passage from the Employer's Cartagena Tie Up Station and GUPC's Gatun Lake dock adjacent to the Atlantic Third Set of Locks site or vice versa.

8. The Employer will make internal arrangements to initially cover for Tolls, other Transit- related fees, tugboats, boats, launch service, pilots and extra pilots in accordance with paragraph 7 above. The Contractor shall include the amount of such fees covered by the Employer in its monthly Statement (as applicable) as amounts to be deducted for Tolls, other Transit-related fees, tugboats, boats, launch service, pilots and extra pilots. Consequently, any amounts due by the Contractor to the Employer under such item shall be deducted from the corresponding monthly payment in accordance with Sub-Clause 14.6 and 14.7 of the Contract. The Employer's internal tariff applicable to the items in Paragraph 7 above may be subject to increases that may arise from time to time according to the Employer's usual tariff review process. Consequently, the Contractor shall pay those increases accordingly as long as the Employer's internal tariff does not exceed the Employer's commercial tariff in effect at the time of the effective date of this variation, which in the case will be the maximum amount the Contractor will be responsible to pay. In the event that the Employer's internal tariff is decreased, the tariff charged to the Contractor will be adjusted to consider such decrease. The



Contractor agrees that any changes in the internal tariff shall not give rise to, form the basis of, or be subject matter of, any claims of any nature against the Employer."
(RFV-094)

2. **This Variation has no cost or time implications to the Contract.**

