

## **RIGA HPP RECONSTRUCTION**

**Contract No. \_\_\_\_\_ between AS Latvenergo and GE Hydro France, made on  
17.04.2015**

### **Variation Order No.5**

Rīga

19 June 2018

According to General Conditions of the Contract Sub-Clause 13.1 (Right to Vary) and Sub-Clause 13.3 (Variation Procedure), the Employer hereby issues the Variation Order:

#### **1. Scope of this Variation**

##### **1.1. Adaptation works of the existing components**

Replacement of lower, intermediate and upper sleeves by supply and installation of stainless steel sleeve welded on existing trunnion of Guide Vanes Unit 1 and finally machined according refurbished drawing dimension and tolerances.

The execution of this Variation shall be according to the GE Hydro France letter No. \_\_\_\_\_ following revised Guide Vanes additional repairs attached hereto as Annex No.2:

- Off-shore additional and repair work costs for amount of 1 434 EUR of A.1a contractual item 2 Adaptation and repair Works U1 – Price Schedule 1a;
- On-shore additional repair and adaptation work costs for amount of 55 608 EUR - Price Schedule 3.

##### **1.2. Adaptation and replacement**

Adaptation works of the Unit 2 existing components out of tolerance.

The execution of aforementioned works has been carried out by the Contractor be according to the GE Hydro France letter No. \_\_\_\_\_ attached hereto as Annex No.3:

- Off-shore additional and repair work costs for amount of 33 648 EUR of B.5a contractual item 1 Adaptation and repair Works U2 – new Price Schedule 5a;
- On-shore additional work costs for amount of 135 298 EUR - Price Schedule 7.

##### **1.3. Additional scope of works on the refurbishment of Unit 2 parts**

Additional scope of repair works in the form of welding, grinding, machining etc. for Unit 2, exceeding 200 h for turbine and 200 h for generator.

The execution of aforementioned works has been carried out by the Contractor be according to the GE Hydro France letter No. \_\_\_\_\_ attached hereto as Annex No.4:

- Off-shore additional and repair work costs for amount of 41 733.49 EUR of B.5a contractual item 1 Adaptation and repair Works U2 – new Price Schedule 5a;
- On-shore additional work costs for amount of 312 889.85 EUR - Price Schedule 7

#### **2. Time Impact of this Variation / Adjustment to Time for Completion**

Considering the outage of Unit 4 was postponed, due to the lack of distributor height measurement, the Time for Completion for Unit 4 (Section C) shall be 11 April 2019.

The Unit 2 / Section B time schedule impact and its related necessity for compensation of the additional works performed and financial loss is presented separately through VOR018-2, these issues are not settled and agreed yet between the Parties.

This variation contains no adjustment to the Time for Completion for other Units (Sections).

### 3. Cost Impact of this Variation / Adjustment to Contract Price

The Price of this Variation is formed as follows:

Ref	Description	Value EUR DDP excluding VAT (onshore)	Value EUR DDP excluding VAT (off-shore)
1.1	Guide Vanes Unit 1 Adaptation Works	(+) 55 608.00	(+)1 434.00
1.2	Adaptation and replacement Works U2	(+) 135 298.00	(+) 33 648.00
1.3	Repair Works U2	(+) 312 889.85	(+) 41 733.49
PROVISIONAL SUM for Plant and Materials supplied from Abroad			(-) 1 434.00
PROVISIONAL SUM for Installation Services		(-) 55 608.00	
<b>TOTAL VARIATION ORDER No. 5</b>		(+)448 187.85	(+) 75 381.49
<b>TOTAL CONTRACT PRICE</b>		<b>115 447 622.60</b>	

The Price of this Variation is EUR **523 569.34** (five hundred twenty three thousand five hundred and sixty nine euros and 34 cents) excluding VAT.

The new Contract Price after this Variation shall be EUR **115 447 622.60** (one hundred fifteen million four hundred forty seven thousand and six hundred twenty two euros and 60 cents) excluding VAT.

Modifications to the Price Schedules in Annex 1 of the Contract Agreement are attached as Annex No. 1.

### 4. Terms of Payment

The Terms of Payment shall be according to the terms set in the Contract and modified by the Price Schedules.

The new Price Schedule No. 5a and updated Price Schedules No. 1a; 3; 4; 7; 8 and the Price Schedule TOTAL CONTRACT PRICE, and the modified Schedule of interim Payment No. 25 and 26 are attached hereto as Annex 1.

The payments for additional costs included in this Variation Order shall be made in the following manner:

Interim Payments 90% of additional costs (100% decreased by 10% for Retention Money) will be paid to the Contractor within 21 days after receipt of the Invoice and Invoice statement originals.

Retention Money payments shall be according to the terms set in the Contract.

## **5. Other**

No Latvian tax deduction will be made on payments related to off-shore services invoiced under VO No.5.

By signing this Variation Order No.5 the Parties agree to the extent of this Variation and the terms of payments.

Off-shore means the Scope of GE Hydro France supplied from Abroad (the Contractor's head office in France).

On-shore means the Scope of GE Hydro France's Branch in Latvia.

This Variation Order No.5 shall prevail in case of discrepancy with any of annexes attached hereto.

Except as expressly set forth in this Variation Order No.5, all other provisions, terms and conditions of the Contract shall remain unchanged and in full force and effect.

No transport documentation for off-shore part is required.

### Annexes:

1. Prices Schedules and Schedules of interim Payment;
2. Adaptation works variation proposal
3. Variation proposal on Refurbished Parts, U2;
4. Variation proposal on Additional Repair Work Unit 2

*Informācija par līguma parakstītājiem un kontaktpersonām netiek publicēta saskaņā ar fizisko personu datu aizsardzības normatīvo aktu prasībām.*

## **RIGA HPP RECONSTRUCTION**

**Contract No. \_\_\_\_\_ between AS Latvenergo and GE Hydro France, made on  
17.04.2015**

### **Variation Order No.4**

Rīga

25 May 2018

According to General Conditions of the Contract Sub-Clause 13.1 (Right to Vary) and Sub-Clause 13.3 (Variation Procedure), the Employer hereby issues the Variation Order:

#### **1. Scope of this Variation**

##### **1.1. Training**

Clarification of the Price Schedule No.1 attached in the Annex 1 Schedule of Payments to the Contract Agreement and new Price Schedule No. 1 a.

The new revisions of the Price Schedule No. 1, the new Price Schedule No. 1a and the Price Schedules TOTAL are attached hereto as Annex No 1:

- Item price in total amount of 86 611.47 EUR moved from Price Schedule A1 to the new Price Schedule A1a.

##### **1.2. Corrosion Protection**

The 7 (seven) years corrosion protection guarantee according to Particular Conditions of Contract (PCC) clause 1.1.3.7 is revoked for refurbished components. The PCC clause 1.1.3.7 shall not apply to corrosion protection of refurbished parts.

The execution of surface preparation and painting on refurbished components for all Units shall be according to the Parties' agreement and as expressed as follows:

1.2.1. Cleaning and sandblasting;

1.2.2. Surface preparation: such defect as flame cuts, sharp edges, welding irregularities are not required to be eliminated as well surface preparation and application of belzona1311 for deep cavities and irregularities is not required. Cracks and critical welds are required to be weld repaired;

1.2.3. Striping before each layer of paint on surfaces with remaining defects;

1.2.4. Painting done according to Painting Specification H-9848000AA00-FS00EC-02\_RevE, Appendix 1, items from 3.2.3 to 3.4.;

1.2.5. Test in Painting Specification H-9848000AA00-FS00EC-02\_RevE, Appendix 1, items from 3.3.5 to 3.4. are only applicable to surfaces that has been possible to prepare properly according to P2 or P3 (standard in Painting Specification H-9848000AA00-FS00EC-02\_RevE, Appendix 2 for preparation degree (P1, P2 or P3) for each system as per ISO 8501-3).

It is agreed to use Jotun and Hempel products for painting. Other brands shall be approved by the Employer separately.

##### **1.3. Shaft lifting device**

The supply of a shaft lifting device adaptable to the two existing powerhouse cranes in Riga HPP. The device has been included in the scope of supply of the Contractor and delivered to Employer for future maintenance use by the Employer.

The execution of this Variation shall be according to the GE Hydro France letter No. \_\_\_\_\_ - Variation proposal for Turbine shaft lifting device and Value Engineering proposal VOR 005 attached hereto as Annex No.2:

- Off-shore material deliveries for amount of 63 456 EUR – Price Schedule 1.

#### **1.4. Descoping of drainage piping system installation services**

Descoping of the erection and commissioning of the draft tube and spiral case drainage system from the Contractor's scope of work.

The execution of this Variation shall be according to the GE Hydro France letter No. \_\_\_\_\_ attached hereto as Annex No.3:

- On-shore work price decreased by 60 085.50 EUR – 10 014.25 EUR for each Section – Price schedules 3; 7; 11; 15; 19; 23.

#### **1.5. Descoping of MV disconnectors and earthing switches**

Suppression from the Contract scope of Works the supply, installation and commissioning of the six units Medium Voltage Disconnectors and Earthing Switch (MV DES) and the two Medium Voltage Disconnectors and Earthing Switch (MV DES) for the auxiliary transformers.

The execution of this Variation shall be according to the GE Hydro France letter No. \_\_\_\_\_ attached hereto as Annex No.4:

- Reduction for amount of 95 980 EUR of Price Schedule A.1 contractual item 5.31 One (1) set of spare parts for Electrical enclosures [PTS Control and protection systems §1.6.33] - Price Schedule 1;

The deduction shall not constitute a modification on the spare part contractual reference price but is the way agreed by the Parties to introduce the price reduction for the disconnectors which cannot be supported by the item A.1.7.5.

#### **1.6. Adaptation works of the existing components for Unit 1**

Adaptation works of the existing components out of tolerance.

The execution of this Variation shall be according to the GE Hydro France letter No. \_\_\_\_\_ hereto as Annex No.5:

- Off-shore additional and repair work costs for amount of 34 673 EUR of A.1a contractual item 2 Adaptation and repair Works U1 - Price Schedule 1a;
- On-shore additional work costs for amount of 59 430 EUR - Price Schedule 3.

The Guide Vane trunnions specified in the Contractor's proposal VOR013 rev. 1, item 3.1§4 are excluded from this Variation.

**1.7. Additional scope of works on the Refurbishment of Unit 1 and Unit 2 existing stator frames**

Includes already performed refurbishment works on the stator frames of U1 and U2 before the decision to replace them by new components (as included in VO No.3). It includes dismantling, sandblasting, transportation, testing, inspection of existing stator frames of Unit 1 and Unit 2.

The execution of aforementioned works has been carried out by the Contractor according to GE Hydro France letter No. \_\_\_\_\_ attached hereto as Annex No.6:

- o On-shore additional work costs for amount of 118 846.82 EUR for U1 - Price Schedule 3;
- o On-shore additional work costs for amount of 118 846.83 EUR for U2 - Price Schedule 7.

**1.8. Additional scope of works on the refurbishment of Unit 1 parts**

Additional scope of repair works in the form of welding, grinding, machining etc. for Unit 1, exceeding 200 h for turbine and 200 h for generator.

The execution of aforementioned works has been carried out by the Contractor be according to the GE Hydro France letter No. \_\_\_\_\_ attached hereto as Annex No.7:

- o Off-shore additional and repair work costs for amount of 84 246 EUR of A.1a contractual item 2 Adaptation and repair Works U1 - Price Schedule 1a;
- o On-shore additional work costs for amount of 325 956 EUR - Price Schedule 3.

**1.9. Corrections to the Price Schedules A.1 and B.5**

Transfers of minor amounts between price items within the same schedule of price with respect to the actual commercial invoicing of delivered equipment for several items of U1 and U2 (not affecting the total amount).

**2. Time Impact of this Variation / Adjustment to Time for Completion**

No adjustment to the Time for Completion.

**3. Cost Impact of this Variation / Adjustment to Contract Price**

The Price of this Variation is formed as follows:

Ref	Description	Value EUR DDP excluding VAT (onshore)	Value EUR DDP excluding VAT (off-shore)
1.1	Training	No Impact	No Impact
1.2	Corrosion Protection	No Impact	No Impact
1.3	Turbine shaft lifting device	No Impact	(+) 63 456.00
1.4	Drainage piping descoping U1-U6	(-) 60 085.50	No Impact
1.5	MV Disconnectors descoping U1-U6	No Impact	(-) 95 980.00

1.6	Adaptation Works U1	(+) 59 430.00	(+) 34 673.00
1.7	Stator frame performed refurbishment work U1&U2	(+) 237 693.65	No Impact
1.8	Repair Works U1	(+) 325 956.00	(+) 84 24600
1.9	Correction to reflect exact deliveries prices for several U1 and U2 price items	No Impact	No Impact
PROVISIONAL SUM for Plant and Materials supplied from Abroad			(+) 32 524.00
PROVISIONAL SUM for Installation Services		(-) 177 608.15	
<b>TOTAL VARIATION ORDER No. 4</b>		(+)385 386.00	(+) 118 919.00
<b>TOTAL CONTRACT PRICE</b>		<b>114 924 053.26</b>	

The Price of this Variation is EUR **504 305.00** (five hundred and four thousand three hundred and five euros and 00 cents) excluding VAT.

The new Contract Price after this Variation shall be EUR **114 924 053.26** (one hundred fourteen million nine hundred twenty four thousand and fifty three euros and 26 cents) excluding VAT.

Modifications to the Price Schedules in Annex 1 of the Contract Agreement are attached as Annex No. 1.

#### **4. Terms of Payment**

The Terms of Payment shall be according to the terms set in the Contract and modified by the Price Schedules.

The updated Price Schedules No. 1; 1a; 3; 4; 5; 7; 8; 11; 12; 15; 16; 19; 20; 23; 24 and the Price Schedule TOTAL CONTRACT PRICE, and the modified Schedule of interim Payment No. 25; 26; 27; 28; 29; 30 are attached hereto as Annex 1.

The payments for additional costs included in this Variation Order shall be made in the following manner:

Interim Payments      90% of additional costs (100% decreased by 10% for Retention Money) will be paid to the Contractor within 21 days after receipt of the Invoice and Invoice statement originals.

Retention Money payments shall be according to the terms set in the Contract.

#### **5. Other**

No Latvian tax deduction will be made on payments related to offshore services invoiced under VO No.4.

By signing this Variation Order No.4 the Parties agree to the extent of this Variation and the terms of payments.

This Variation Order No.4 shall prevail in case of discrepancy with any of annexes attached hereto.

Except as expressly set forth in this Variation Order No.4, all other provisions, terms and conditions of the Contract shall remain unchanged and in full force and effect.

No transport document for off-shore part is required.

Annexes:

1. Prices Schedules and Schedules of interim Payment;
2. Shaft Lifting Device variation proposal
3. Drainage System descoping variation proposal
4. MV Disconnectors descoping U1-U6 variation proposal
5. Adaptation works U1 variation proposal
6. Stator frame performed refurbishment work U1&U2 variation proposal
7. Repair works U1 variation proposal

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## **RIGA HPP RECONSTRUCTION**

Contract No \_\_\_\_\_ between AS Latvenergo and GE Hydro France, made on  
17.04.2015

### **Variation Order No.3 Supply of new stator frames for Unit 3 to Unit 6**

Riga

17.04.2017

According to General Conditions of the Contract Sub-Clause 13.1 (Right to Vary) and Sub-Clause 13.3 (Variation Procedure) and the Contractor's Proposal \_\_\_\_\_, submitted with letter No. \_\_\_\_\_, dated \_\_\_\_\_ about Proposal for Replacement of Stator Frames \_\_\_\_\_ and updated with letter No. \_\_\_\_\_, dated \_\_\_\_\_ about Reworked offer for Stator Frames \_\_\_\_\_, Employer hereby issues the Variation Order:

#### **1. Scope of this Variation**

The supply of new stator frames for Unit 4, Unit 6, Unit 5 and Unit 3 instead of refurbishment of existing frames.

The execution of this Variation shall be according to the GE Hydro France Value Engineering proposal \_\_\_\_\_ attached hereto as Annex1.

#### **2. Time Impact of this Variation / Adjustment to Time for Completion**

No adjustment to the Time for Completion.

#### **3. Cost Impact of this Variation / Adjustment to Contract Price**

The Price of this Variation is EUR **1 077 318.26** (one million seventy seven thousand three hundred and eighteen euro and 26 cent) excluding VAT.

The new Contract Price after this Variation shall be EUR **114 419 748.26** (one hundred fourteen million four hundred nineteen thousand seven hundred forty eight euro and 26 cent) excluding VAT.

Modifications to the Price Schedules in Annex 1 of the Contract Agreement are attached as Annex No. 3.

#### **4. Terms of Payment**

The Terms of Payment of this Variation shall be according to the Contract, provided that Advance Payment of 100 % of the Variation price shall be paid within 21 days after the Employer receives the invoice and amendments to the documents issued in accordance with the Particular Conditions of Contract Sub-Clause 4.2 [Performance Security] and Sub-Clause 14.2 [Advance Payment], reflecting the new Contract Price.

#### **5. Other**

Advance Payment Security shall be amended according to the new Contract Price, the Performance Securities and Warranty Securities shall be amended according to the new Contract Price.

Except as expressly set forth in this Variation Order\_\_\_\_, all other provisions, terms and conditions of the Contract shall remain unchanged and in full force and effect.

Annexes:

- No. 1 Letter No. \_\_\_\_\_, dated \_\_\_\_\_ about Reworked offer for Stator Frames
- No. 2 GE Hydro France Value Engineering proposal \_\_\_\_\_,
- No. 3 Price Schedules

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