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Rec No.10-10/4606

October 20, 2010

Westney Consulting Group
P.O. Box 1834 Station M
639-5th Ave. W
Calgary, AB T2P 2L8

Attention: Eric Briel

Contract : LC-PM-039 – Professional Support - EPCM Readiness Activities

Subject: Letter of Award

Dear Eric:

Please find attached a copy of the above referenced Agreement for your execution. Please sign and initial all pages of the Agreement. Please return a signed copy of the Agreement to the attention of the undersigned and retain a copy for your records.

Please contact me if you have any questions.

Sincerely,

Gerry Humphrey
Contracts Coordinator
gerryhumphrey@nalcorenergy.com
(709) 737-7805

cc : G. Davis
K. Ball
T. Dumaresque
C. Freake
C. Harrigan
J. Kean

AGREEMENT**LC-PM-039****FOR****PROFESSIONAL SUPPORT – EPCM READINESS ACTIVITIES****FOR****THE LOWER CHURCHILL PROJECT****BETWEEN****Nalcor Energy****AND****Westney Consulting Group Canada ULC**

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APPENDICES:

Appendix A	Scope of Work;
Appendix B	Compensation;
Appendix C	Personnel;
Appendix D	Forms.

THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador as of the 15 day of October, 2010.

BETWEEN **NALCOR ENERGY**, a body corporate existing pursuant to the *Energy Corporation Act*, S.N. 2007, Chapter E-11.01, as amended, and having its head office at the City of St. John's, Province of Newfoundland and Labrador, (hereinafter referred to as "**Company**") of the first part,

AND **WESTNEY CONSULTING GROUP CANADA ULC**, a body incorporated under the laws of the Province of Nova Scotia and having its head office in the City of Halifax in the Province of Nova Scotia (hereinafter referred to as "**Consultant**") of the second part.

WHEREAS Company requires the performance of those services set forth in Appendix "A" – Scope of Work, attached hereto, (hereinafter called the "Work"); and

WHEREAS Consultant is engaged in the business of performing such services and is prepared to provide the equipment and personnel required to perform the Work;

NOW THEREFORE in consideration of the payments to be made hereunder and the respective covenants, agreements, terms and conditions of the parties hereto, Company and Consultant agree as follows:

1.0 AGREEMENT DOCUMENTS

1.1 The below listed appendices attached hereto shall form part of this Agreement:

- (a) Appendix A Scope of Work;
- (b) Appendix B Compensation;
- (c) Appendix C Personnel;
- (d) Appendix D Forms.

1.2 This Agreement shall also include: (Not Used)

1.3 In case of a conflict between the main body of this Agreement, the Appendices attached hereto or other items, as referenced in Article 1.2, the order of precedence shall be:

- (a) Main body of Agreement;
- (b) Appendices;
- (c) Other items.

2.0 DEFINITIONS

- 2.1 "Consultant" includes the Consultant as previously designated herein and all of its employees, directors, agents, servants and sub Consultants involved in the execution of the Work.
- 2.2 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing this Work, including computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising there from.
- 2.3 "Company" includes the following entities and persons individually and collectively:
- (a) Company as previously designated herein;
 - (b) Company's other Consultants; and
 - (c) the directors, officers, employees, servants, invitees and agents of all of those entities.
- 2.4 "Consequential Loss" means consequential or indirect losses and includes but is not limited to, loss or anticipated loss of profit, loss or anticipated loss of revenue, loss or anticipated loss of business opportunity or business interruption.
- 2.5 "Personnel", in relation to any person or entity, means the directors, officers, employees, non-employed representatives and agents of such person or entity;
- 2.6 "Third Parties" means all persons and entities, which are included in neither Company nor Consultant.

3.0 INTERPRETATION

- 3.1 The doctrine of contra proferentem shall not apply in the interpretation of this document(s) meaning that if there is any ambiguous language in this document it shall not be interpreted more strongly against the party who prepared or drafted the ambiguous language.
- 3.2 The words "include", "includes" and "including" as used in the Agreement are not to be construed as words of limitation.
- 3.3 Article headings are inserted herein for convenience of reference only and shall not form a part hereof for purposes of interpretation.

- 3.4 Wherever, in the Agreement, a number of days are prescribed for any purpose, unless otherwise specified, the days shall be calendar days and shall be reckoned exclusively of the first and inclusively of the last.
- 3.5 The rights and recourse of Company and Consultant contained in the Agreement are cumulative and not in the alternative unless otherwise provided. The exercise of any such rights or recourse shall not constitute a waiver or renunciation of any other rights or recourse.

4.0 SCOPE OF WORK

- 4.1 Consultant represents and warrants that it has the required skills and capacity to perform the Work as set forth in Appendix A, and covenants that it will perform the Work with all due diligence and in a manner which would normally be employed by a recognized professional performing work of a comparable nature.
- 4.2 Consultant shall report to and carry out the directives of the Company representative, or such other person as shall be designated by Company in writing.
- 4.3 Company shall have the right at any time to order changes in the Work or additional Work. Consultant shall promptly estimate their effect on the cost of the work and on the time for performance, and so notify Company. All additional Work or changes to the Work shall be governed by the provisions of this Agreement subject to the amendment of this Agreement, if required, upon mutual agreement of the parties. No additional Work or changes in the Work shall be implemented by Consultant unless such additional Work or changes in the Work, and the associated costs, have been approved by Company in writing. The performance of additional work or changes in the work which have been so approved by Company shall not be delayed as a result of failure by the parties to agree upon required amendments to this Agreement. Consultant shall be conclusively deemed to have accepted the amount of the compensation payable for changes or extra work as approved by Company unless Consultant provides Company with written notice within fourteen (14) days of Company's approval, disputing said amount.
- 4.4 In no event shall Consultant utilize an agent or a sub-Consultant to perform the Work without the prior written consent of Company. Where the use of agents or sub-Consultant by Consultant is consented to by Company, Consultant represents and warrants to Company that the work performed by them shall be in accordance with Appendix "A" and Consultant shall be responsible for the quality of the work performed by such agents and sub-Consultants.

- 4.5 Consultant shall assign the personnel listed on Appendix C to the performance of the Work. Consultant shall not replace such personnel without the prior written consent of Company, which consent shall not be unreasonably withheld.
- 4.6 Consultant represents and warrants that it shall complete the Work in conformity with the provisions of this Agreement.

5.0 DELAY

- 5.1 Where either party is aware of an event or any circumstances which are delaying or are expected to delay the performance of the Work, that party shall give written notice, within seven (7) days, to the other party of the particulars of the cause and the expected length of the delay and the steps that the party intends to take to mitigate the effects of the delay.
- 5.2 The written notice shall be given as soon as possible and in any event not later than seven (7) days after the party becomes aware or ought reasonably to have become aware of the commencement of the event or circumstances causing the delay.
- 5.3 Where the Work or a component of the Work is delayed as a result of any act or failure to act under the contract by a party, its agents or employees, beyond a time required under the Agreement, the other party may request an equitable adjustment within twenty eight (28) days of the required time.
- 5.4 Both parties shall make every reasonable effort to mitigate the effects of or overcome any delay of the Work.
- 5.5 Consultant shall be conclusively deemed to have accepted the decision of Company on compensation payable for delay unless Consultant provides Company with written notice within fourteen (14) days disputing Company's decision.

6.0 EFFECTIVE DATE AND TERM

- 6.1 Notwithstanding the date of execution of this Agreement, this Agreement shall commence on the 15 day of October, 2010 (hereinafter called the "Effective Date"). The Agreement shall expire on 31 day of December, 2011 (hereinafter called the "Expiry Date"). Agreement Term may be extended as mutually agreed in writing.

7.0 SUSPENSION OR TERMINATION

- 7.1 Company shall have the right to terminate this Agreement at any time by giving Consultant seven (7) days' written notice prior to the date of termination of the Agreement.
- 7.2 The termination shall not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations, which may have arisen during the Term hereof.
- 7.3 Within fourteen (14) days of notice of termination, the Consultant shall submit to Company a schedule of costs and expenses incurred plus any additional costs and expenses that the Consultant expects to incur after the date of termination and for which the Consultant will require reimbursement.
- 7.4 Company may suspend the performance of the Work hereunder, in whole or in part, at any time and from time to time for a period not exceeding six (6) calendar months on each occasion. During the period of suspension, Consultant shall remain prepared to reactivate its Work and shall resume the performance of its Work as directed by Company. Upon resumption of the Work, Consultant shall make every reasonable attempt to reassemble the original team, it being understood that in the event of a prolonged suspension some personnel may not be immediately available.

In the event of suspension of the performance of the Work at the request of Company the payment of costs incurred to that date, calculated in accordance with agreed Agreement rates, shall be deemed to be reasonable compensation to Consultant for the Work rendered prior to that date.

If during any period of suspension requested by Company, Consultant reasonably incurs expenses under the Agreement which have been mutually agreed to in writing by Company and Consultant and provision for compensating Consultant in respect of such expenses is not made elsewhere in the Agreement, Company shall pay Consultant for same an amount to be determined on a fair and equitable basis.

- 7.5 Company shall not be liable for any losses or damages of any kind suffered by Consultant on account of the termination or suspension.

8.0 FORCE MAJEURE

- 8.1 Neither party shall be considered in default in the performance of any of its obligations hereunder to the extent that performance of any such obligations is delayed, hindered, or prevented by Force Majeure.
- 8.2 Force Majeure shall be any cause beyond the control of the party pleading it which such party could not reasonably have foreseen and guarded against.
- 8.3 Force Majeure includes acts of God, floods, earthquakes, strikes, fires, riots, incendiarism, interference by civil or military authorities, compliance with the regulations or order of any government authority, acts of war (declared or undeclared) and civil disobedience, provided that such cause could not reasonably have been foreseen and guarded against by it.

9.0 REMUNERATION

- 9.1 Unless otherwise stated herein, Consultant shall be paid in Canadian funds for performing the Work in accordance with the terms and conditions outlined in Appendix "B" and subject to the holdback provisions and setoff provisions of Clause 10.
- 9.2 No change in such terms and conditions shall be permitted unless acknowledged in writing by Company.
- 9.3 Company shall have no obligation to pay Consultant for any goods or services not approved by Company.
- 9.4 No overtime shall be paid for by Company unless so authorized in writing by Company.
- 9.5 Consultant shall submit invoices, in a format acceptable to Company, accompanied by relevant supporting documentation (approved timesheets, supplier invoices, receipts or other such proof of expenditure) to Company at the beginning of each month for the work performed during the previous month or in accordance with agreed payment milestones. Invoices shall clearly identify the Company assigned Agreement number, and where applicable shall be broken down by WTO number, and shall be broken down in accordance with the rates and items specified in Appendix B or other details as requested by Company.

9.6 Consultant shall present its invoices to Company's office at:

Nalcor Energy - Lower Churchill Project

P. O. Box 12800
500 Columbus Drive
St. John's, NL, A1B 0C9

Attention: Accounts Payable

- 9.7 Consultant's invoice shall identify separately the total amount of Goods and Services Tax or Harmonized Sales Tax ("GST/HST") applicable to the invoice value, and shall indicate on the invoice the Consultant's GST/HST Registration Number. Company will be under no obligation to pay GST/HST on invoices unless the Consultant provides its GST/HST Registration Number on the invoice. In the event Consultant does not invoice Company for GST/HST, Consultant shall indicate on the invoice the basis upon which Consultant is exempt from the obligation to collect GST/HST.
- 9.8 Any dispute concerning the amount of any payment(s) including, without limitation, any dispute as to Company's right under this Agreement or otherwise to offset any claim it may have, shall not relieve Consultant of its obligation to proceed with all due diligence to complete all the Work to be performed under this Agreement in accordance with agreed schedules and Consultant hereby irrevocably grants to Company, its employees, agents and representatives such rights of access to all premises or facilities occupied by Consultant or any of its Affiliates or Sub-Consultants as may be required by Company to take possession of the Work. Company shall be entitled to take possession of the Work against payment of the undisputed amount(s).
- 9.9 Within thirty (30) calendar days after receipt of such invoice, Company shall, after any appropriate adjustments and subject always to possible further verification and correction, pay Consultant for such monthly invoices.
- 9.10 The acceptance by Consultant of the final payment under the Agreement shall operate as, and shall be, a release to Company and its agents from any and all claims of and liability to Consultant for anything done or furnished for, or in relation to, the Work or the Agreement, or for any act of neglect or omission of Company and its agents relating to or affecting the Agreement or the Work, except claims that have been identified and remain unsettled.
- 9.11 Delay by Company in making a payment when it becomes due and payable shall not be deemed to be a breach of the Agreement by Company.

EWB

10.0 WITHHOLDING, SETOFFS AND DEDUCTIONS

- 10.1 Company shall be entitled to withhold payment or to deduct from Consultant's compensation to the extent necessary to protect Company in respect of:
- (a) invoiced amounts reasonably disputed by Company;
 - (b) failure of Consultant to make payments promptly to sub-Consultants, governing agencies, agents, or suppliers;
 - (c) defective Work not remedied;
 - (d) liens or claims filed, or reasonable evidence indicating to Company the probability of claims or liens being filed, with respect to the Work; and
 - (e) as permitted or required by law or as expressly provided in Article 10, Appendix B, or elsewhere in this Agreement.
- 10.2 Any indebtedness of Consultant to Company, or to a parent, subsidiary or affiliate of Company may, in the sole discretion of Company, be setoff by Company against any indebtedness of Company to Consultant hereunder.
- 10.3 Company may deduct from Consultant's compensation, the amount, if any, of Consultant's required contributions to the Workplace Health Safety and Compensation Commission (WHSCC), Canada Pension Plan and Employment Insurance Commission, where Company, in its sole discretion, determines that such amounts may be assessed against Company, and Company shall remit such amounts to the appropriate authorities on Consultant's behalf.
- 10.4 If Company is required by the Canada Customs and Revenue Agency, or if Company, in its sole discretion, determines that it is required by Canada Customs and Revenue Agency to withhold from any monies due to Consultant hereunder, any amount required under Canadian income tax legislation, then Company shall withhold such amount. Company shall not be liable for any costs or interest to Consultant as a result of withholding as specified herein

11.0 RECORDS AND ACCOUNTS OF COSTS

- 11.1 Consultant shall keep and maintain complete and accurate records of time and costs incurred with respect to the Work, and maintain books and accounts in accordance with generally accepted accounting procedures, principles and practices respecting all matters pertinent to this Agreement.
- 11.2 Company shall have the right to access and audit the records, referenced in 11.1, with seven (7) days written notice for a period of twenty-four (24) months following completion of the Work.
- 11.3 Any claims or discrepancies disclosed by such review shall be made in writing to

Consultant, and Company and Consultant shall exercise good faith to resolve all review exceptions within a reasonable period of time after completion of such review and promptly settle accounts in accordance therewith.

12.0 INDEPENDENT CONSULTANT

12.1 In the performance of the Work, Consultant shall operate as an independent Consultant. Nothing in this Agreement will be construed to constitute Consultant as an agent, employee, agent, servant or sub-Consultant of Company.

12.2 Consultant shall indemnify and hold Company harmless from all costs and expenses arising out of any claim or liability by reason that Consultant is considered an agent, servant, or employee or sub-Consultant of Company.

13.0 CONFLICT OF INTEREST

13.1 The Consultant confirms that it is not currently subject to any mandate, which would be in conflict with Company interest. On an ongoing basis, the Consultant shall ensure that it will not accept a mandate, which would put it in conflict with Company interests. In the event that any potential conflict of interest should be identified, it will be immediately communicated to Company and a mutually satisfactory resolution determined.

14.0 CONFIDENTIALITY AND PRIVACY

14.1 Consultant shall not divulge to any person or persons any information relating to the Work or any personal information relating to an individual furnished to Consultant by Company or otherwise acquired by Consultant during the performance of the Work, and Consultant shall treat all such information so furnished or arising under the Agreement as confidential except as to persons specifically designated and approved by Company and except as required for the performance of the Work. Consultant shall return all such information upon termination of this Agreement. The foregoing shall not apply to any information and Data which:

- (a) were in Consultant's possession prior to the invitation to commencement of the Work; or
- (b) become published through some agency other than Consultant or become generally available to the public or are in the public domain; or

- (c) are the same as technical information and Data hereafter lawfully acquired by Consultant from third parties not connected with the Work or with the performance of the Work.

- 14.2 All publicity releases or advertising dealing with the Work shall be submitted for approval of Company prior to release to the news media.
- 14.3 Company is subject to the Access to Information and Protection of Privacy Act, Statutes of Newfoundland and Labrador, 2002 Chapter A-1.1 (hereinafter referred to as the "ATIPP Act"), and consequently the public has a right of access to Company's records.
- 14.4 Although section 27 of the ATIPP Act provides an exception, which may sometimes be enforceable when access to information relating to a third party is requested, there may be instances when Company is required to provide a member of the public with access to such information. The Consultant should familiarize itself with the provisions of the ATIPP Act.

15.0 COMPLIANCE WITH LAWS AND PERMITS

- 15.1 Consultant shall be required to, during the term of the Agreement comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect and shall ensure that its sub-Consultants, employees and agents likewise comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect during the term of the Agreement.
- 15.2 Consultant shall be responsible for obtaining from the proper authority all permits, approvals, licenses and authorizations required for the Work.

16.0 GOVERNING LAW AND FORUM

- 16.1 The Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and every action or other proceeding arising hereunder shall be determined exclusively by a court of competent jurisdiction in the Province of Newfoundland and Labrador, subject to the right of appeal up to the Supreme Court of Canada where such appeal lies.

17.0 LIABILITY AND INDEMNITY

- 17.1 Notwithstanding any other provision of this Agreement, Consultant shall waive all rights of legal recourse in respect of and, in addition, indemnify and keep indemnified and hold harmless Company from and against, any Claim arising from or in connection with this Agreement in respect of loss of or damage to the property of Consultant, howsoever caused and regardless of whether or not and to what extent such Claim is caused or contributed by breach of agreement, negligence, breach of duty or other default on the part of any party to be indemnified pursuant to this Article 17.1 except to the extent that such claim is caused or contributed to by the gross negligence or willful acts or omissions on the part of any party or parties to be indemnified pursuant to this Article 17.1.
- 17.2 Notwithstanding any other provision of this Agreement, Company shall waive all rights of legal recourse in respect of and, in addition, indemnify and keep indemnified and hold harmless Consultant from and against, any Claim arising from or in connection with this Agreement in respect of loss of or damage to the property of Company, howsoever caused and regardless of whether or not and to what extent such Claim is caused or contributed to by breach of agreement, negligence, breach of duty or other default on the part of any party or parties to be indemnified pursuant to this Article 17.2, except to the extent that such claim is caused or contributed to by the gross negligence or willful acts or omissions on the part of any party or parties to be indemnified pursuant to this Article 17.2.
- 17.3 Notwithstanding any other provision of this Agreement, Consultant shall waive all rights of legal recourse in respect of and, in addition, indemnify, keep indemnified and hold harmless Company from and against, any Claim arising from or in connection with this Agreement in respect of personal injury (including disease or illness) or death sustained or alleged to be sustained by the Personnel of Consultant, howsoever caused and regardless of whether or not and to what extent such Claim is caused or contributed to by breach of agreement, negligence, breach of duty or other default on the part of any party or parties to be indemnified pursuant to this Article 17.3.
- 17.4 Notwithstanding any other provision of this Agreement, Company shall waive all rights of legal recourse in respect of and, in addition, indemnify, keep indemnified and hold harmless Consultant from and against, any Claim arising from or in connection with this Agreement in respect of personal injury (including disease or illness) or death sustained or alleged to be sustained by the Personnel of Company, howsoever caused and regardless of whether or not and to what extent such Claim is caused or contributed to by breach of agreement, negligence, breach of duty or other default on the part of any party or parties to be indemnified pursuant to this Article 17.4.

- 17.5 Not applicable for this Agreement
- 17.6 Neither Company nor the Consultant shall bear any liability to the other for Consequential Loss.
- 17.7 Consultant shall be liable for and indemnify and save harmless Company for any amounts assessed against and paid by Company to the Workplace Health Safety and Compensation Commission (WHSCC), Employment Insurance (EI) or such similar government agency, where the assessment is a result of the Consultant's failure to pay required contributions to the government agency.
- 17.8 Notwithstanding anything else herein contained, Consultant shall indemnify Company against all costs, charges and expenses which may be incurred by Company in connection with any default by Consultant in paying to the Canada Customs and Revenue Agency any tax due arising from payments made by Company to Consultant.
- 17.9 Consultant shall indemnify and save Company harmless from any claims or liability for income tax, excess profits tax and any other taxes of a similar nature assessed or levied by the government of any country, state, province, or other authority against Company on account of the compensation paid by Company to Consultant hereunder.
- 17.10 Consultant shall indemnify and save Company harmless against all taxes assessed or levied against Company on account of wages, salaries or other benefits to Consultant's employees, agents and sub-Consultants and all taxes assessed or levied against Company on account of any property or equipment of Consultant.
- 17.11 Consultant shall defend, indemnify and save Company harmless from claims arising out of any copyright, patent or trade secret infringement or claims thereof for any copyright or patent application made prior to the date of this Agreement, pertaining to the Work performed under this Agreement. Nothing herein shall authorize Consultant to settle any such suit or action without the prior written authorization of Company, if, by such settlement, Company is obliged to make any monetary payment, to part with any property or any interest therein, to assume any obligation, to be subject to any injunction, or to grant any licences or other rights under its copyright, patent or trade secret rights.
- 17.12 Consultant shall require that any of its employees, servants, agents or sub-Consultants who perform any portion of the Work assume obligations identical in principle with those contained in this Article.

18.0 INSURANCE

- 18.1 Consultant shall carry professional errors and omissions liability insurance in an amount not less than one million (\$1,000,000) dollars and shall ensure that each sub-Consultant who has a professional liability exposure and who is engaged by the Consultant in the performance of the Work is covered against professional errors and omissions in an amount not less than one million (\$1,000,000) dollars. Such insurance shall be in effect for at least twelve (12) months following Final Acceptance or completion of the Work, whichever is longer.
- 18.2 Consultant shall maintain at its expense Commercial General Liability Insurance for an amount not less than one million (\$1,000,000.00) dollars for any one accident or occurrence. Such insurance shall include Company as an additional insured and contain a cross liability clause. Where applicable, Consultant's insurance will include the following riders; Environmental Impairment / Pollution, Blasting, Collapse/Underpinning, Watercraft, Marine Protection Indemnity from a reputable club (for vessels > 26').
- 18.3 Consultant shall maintain at its expense Automobile Liability Insurance for an amount not less than one million (\$1,000,000.00) dollars for any one occurrence involving bodily injury and/or property damage.
- 18.4 Consultant shall provide Company with proof of the insurance coverage which it is required to maintain in full force and effect during the performance of the Work.
- 18.5 All insurance policies shall provide that the insurance shall not be cancelled, reduced, restricted, terminated, or materially changed in any way or be allowed to lapse without at least thirty (30) calendar days written notice to Company, except in the event of non-payment when policy conditions dealing with termination will apply. Such notice shall be sent in accordance with Article 22. In the event of any such cancellation, reduction, restriction, termination, change, or lapse in any insurance, Consultant shall immediately replace such insurance.
- 18.6 Prior to commencing the performance of any part of the Work on the Site, the Consultant shall have in place any other insurance which is required by law and may also have in place any other insurance which the Consultant considers necessary or prudent.
- 18.7 Where Consultant fails to comply with the requirements of this Article Company may take all the necessary steps to affect and maintain the required insurance coverage at Consultant's cost.

- 18.8 Where an insurer fails or refuses to pay any claims under an insurance policy covering the activities of Consultant or a sub-Consultant of Consultant relating to or arising out of the Agreement or performing the Work, Consultant and its sub-Consultant shall not be released from any liability arising under the Agreement.

19.0 WORKERS' COMPENSATION

- 19.1 Consultant shall pay all assessments due under the relevant Workers' Compensation legislation. Prior to commencing the Work, Consultant shall obtain and deliver to Company a certificate or certificates establishing that it is in good standing with the Workplace Health, Safety and Compensation Commission (WHSCC) of Newfoundland and Labrador and with the comparable board or commission of any other province having jurisdiction in connection with Consultant's performance of the Work.
- 19.2 Consultant shall produce, upon the request of Company, a satisfactory certificate(s) clearing all indebtedness under relevant Workers' Compensation legislation prior to the payment of any monies owing to Consultant.

20.0 OWNERSHIP OF WORK

- 20.1 All drawings, calculations, work sheets, and like documents, including software and intellectual property, prepared or caused to be prepared by Consultant in connection with the Work shall become the property of Company and shall be delivered to Company upon completion of the Work or upon earlier termination of this Agreement. Consultant shall have the right to retain a copy of all such documents and to make use of them in the course of its general business, with Company consent. Consultant shall not divulge, release or publish same, or any part thereof without the prior written permission of Company. Nevertheless, Consultant shall have the right to have access to all such original documents at any time during the life of the Work for purposes connected with the Work
- 20.2 Company shall be entitled to all property, including software and intellectual property, the cost of which has been reimbursed to Consultant under the provisions of the Agreement.
- 20.3 Notwithstanding the foregoing, Consultant shall retain ownership of its tools, Know-how, and other information developed by Consultant prior to disclosure hereunder.

21.0 ASSIGNMENT AND SUCCESSORS

- 21.1 Company may assign this Agreement to third parties without the consent of the Consultant. Company shall not assign this Agreement to third parties, other than subsidiaries or affiliates, without the consent of the Consultant which will not be unreasonably withheld.
- 21.2 Consultant shall not assign this Agreement nor sub-contract the Work in part or in whole without the prior written consent of Company. Consent to assign or subcontract the work will not relieve the Consultant of any of its liabilities or obligations under this Agreement.
- 21.3 Consultant is not permitted to create any contractual relationship between a third party and Company.
- 21.4 The Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

22.0 NOTICES

- 22.1 All notices shall be addressed as follows or to such other address as either of the parties shall designate by written notice.

Company:

Nalcor Energy – Lower Churchill Project
P. O. Box 12800
500 Columbus Drive
St. John's, Newfoundland and Labrador
A1B 0C9

Attention: Gerry Humphrey
Email: gerryhumphrey@nalcorenergy.com
Phone (709) 737-7805
Fax: (709) 737-1985

CONSULTANT:

Westney Consulting Group Canada, ULC
P.O. Box 1834 Station M
639 – 5th Ave. SW
Calgary, Alberta. T2P 2L8

Attention: Eric M. Briel
Email: e_briel@westney.com
Phone (713) 861-0800
Fax: (713) 861-6340

23.0 SAFETY AND ENVIRONMENT

- 23.1 Consultant shall maintain the highest possible standards of safety, environmental protection and loss prevention and shall comply with;
- (i) any safety, environmental and security instructions, orders or guidelines declared by Company; and
 - (ii) all safety and environmental standards, regulations and guidelines of any authority having jurisdiction over the area in which the Work is being performed.
- 23.2 Consultant shall require of its personnel, agents and sub-Consultants that they strictly obey all safety and environmental orders, government safety and environmental regulations and guidelines and instructions in force by Company.
- 23.3 All safety and environmental accidents and incidents shall be reported to Company in a written format acceptable to Company.
- 23.4 Where Consultant will be managing contracts involving site work, Consultant shall provide proof of completion by its field Managers and Supervisors of the Leadership for Safety Excellence component of the Certificate of Recognition Safety Program of the Newfoundland and Labrador Construction Safety Association (NLCSA). Prior to commencing such site work, Consultant shall obtain and deliver such proof or proof of completion of a similar safety program component to Company.
- 3.5 Where Consultant will be managing contracts involving site work, Company endorses the Environmental Awareness Program of the Newfoundland and Labrador Construction Safety Association. Consultant shall provide proof of completion, by its Supervisors and Managers, of this Environmental Awareness Program or a similar program acceptable to Company. Proof shall be provided prior to the commencement of Work.

24.0 LANGUAGE

24.1 The language of this Agreement shall be English and all communications and dealings under and with respect to this Agreement shall be conducted in the English language.

25.0 NO WAIVER

25.1 None of the provisions of the Agreement shall be considered to be waived by the Consultant or Company except when such waiver is given in writing. No such waiver shall be or shall be construed to be, a waiver of any past or future default, breach or modification of any of the terms, provisions, conditions or covenants of the Agreement except as expressly stipulated in such waiver.

26.0 DUTY OF CARE

26.1 Consultant agrees to use reasonable care, skill, competence and judgment in the performance of the Work hereunder which are generally consistent with professional standards for individuals providing similar services at the same time, in the same locale, and under like circumstances. No other warranty, expressed or implied, is made or intended by this Agreement.

27.0 ENTIRETY OF AGREEMENT

27.1 This Agreement constitutes the entire agreement between the parties and shall govern the relationship of the parties with respect to the Work. It supersedes all other agreements, either written or verbal, between the parties.

28.0 EXECUTION

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

NALCOR ENERGY

Per:

Per:

WESTNEY CONSULTING GROUP CANADA, ULC

Per:

Per:

Execution Page to Agreement number LC-PM-039 dated the 15, day of October, 2010 between Nalcor Energy and WCG.

APPENDIX A

SCOPE OF WORK

Professional Services:

Consultant shall provide agreed (named) personnel to perform services as detailed in the Work Task Order (WTO) authorizing the work.

Provision of consultant's personnel to work on a part-time basis within the LCP Project Office in support to the LCP EPCM Readiness Activities, including;

Support LCP in development and implement a work plan ensure readiness to mobilize the selected EPCM consulting in early 2011.

Providing home office support on an as-required.

Other services as requested and approved by Company.

Control Of Work

Approval of work scope and resources shall be in accordance with the following process:

- 4.1 Company shall supply a work scope definition under a Work Task Order (WTO) (form Appendix D), which shall describe the Work to be performed, deliverables, milestone dates, date required, the desired outcome and any additional pertinent details. Consultant will plan, schedule, report, manage, and execute the scope of work on a Work Task Order basis, including any scope changes.
- 4.2 Consultant shall, within three (3) working days of receiving the WTO respond with a completed/signed WTO, including the execution plan along with a Cost, Time and Resource estimate (CTR) (form Appendix D) which shall detail the activities required to complete the scope of the WTO with estimated completion date, estimated hours to complete each activity, including any additional resources or sub contracted scope. The CTR shall provide the hourly costs and shall include a list of resources required to perform the activities, including resumes of assigned resources where applicable and not previously supplied.
- 4.3 Company issue an approved WTO/CTR to the Consultant approving the work. Consultant is not authorized to proceed with the work without an approved WTO. Consultant shall not exceed the approved amount of the WTO/CTR without the prior written approval (approved revised CTR/WTO) of Company.

SWB

- 4.4 Company shall request scope changes to a WTO by issuing a revised WTO to the Consultant. Consultant shall, within three (3) working days of receiving the revised WTO respond with a completed/signed revised and CTR. The revised WTO/CTR will detail all changes. Consultant is not authorized to proceed with the revised work-scope without an approved WTO.
- 4.5 Consultant will request additions or changes of personnel assigned to an approved WTO using a Project Assignment Authorization (PAA). The PAA shall name the specific resources, start/finish dates, total hours and rates, as well as a schedule for the work. The Consultant shall not substitute any resource identified in the approved PAA, without the prior written approval of Company. Where the rates specified in the WTO and Appendix B of the Agreement, Appendix B shall prevail.
- 4.6 Company shall compensate the Consultant for the resources, costs and hours as stipulated in the approved WTO/CTR as substantiated by a signed and approved time and material report. Consultant shall issue a time and material report, in both written and electronic format, to Company on a weekly basis for approval. This report shall list for each individual WTO the resources, equipment, material, etc. expended in completing the WTO during the reporting period. All required supporting material to be furnished by Consultant upon request by Company.

APPENDIX B

COMPENSATION



COMPENSATION

- 1.1 Company shall reimburse Consultant for all matters relating to and associated with performance of the Work, in accordance with the provisions of Appendix B. All sums, rates, prices, terms and conditions stated herein shall be deemed to include, without limitation, all Consultant's costs for all matters relating to and associated with the performance of Work. The rates and prices stated herein are **fully inclusive** of all costs and expenses incurred in connection with Consultant's performance of the Work hereunder. Only those rates/prices specifically identified shall be paid by Company to Consultant and costs not identified are deemed to be included in the rates and prices stated herein.
- 1.2 All activities performed by Consultant's corporate staff or any other corporate activities associated with the Work, or any part thereof, shall not be subject to reimbursement by Company. Such non-reimbursable costs are deemed to be included in the sums, rates, prices and conditions contained in this Appendix B.
- 1.3 All sums, rates, prices, terms and conditions stated herein shall be deemed fully inclusive of Consultant costs associated with premiums, renewals or liabilities which Consultant is obligated to pay or bear liability for in accordance with the insurance and indemnity provisions stated in Articles of this Agreement.
- 1.4 Unless otherwise specifically stated, all sums, rates and prices herein shall be in Canadian Dollars (\$CDN).

2.0 Personnel

Consultant will be reimbursed for actual time worked by personnel as supported by weekly timesheets/weekly time and material reports (Appendix D) approved by Company. Consultant shall be reimbursed at the below listed (Table 1) Hourly/Daily Rate for approved personnel (Appendix C).

Table 1

Consulting Classification	Hourly Rate	Day Rate
Chairman		
President/COO/Senior Partner		
Senior Consultant/Partner		
Executive Consultant		
Managing Consultant		
PM Analyst/Technical Writer		

2008

Consultant will be reimbursed for actual travel time at one half (½) the hourly rate (table 1) portal to portal to a maximum of eight (8) hours per trip (ie. From point of origin to St. John's and eight (8) hours from St. John's to point of origin.).

The Hourly Rate applies to work performed in the Consultant's office or in the greater Houston area. The Daily Rate applies to work greater than one half (½) of a day performed outside the greater Houston area.

Prior approved overtime is billed at the Hourly Rate. No overtime or premium rates shall apply for hours worked in excess of the standard work day, on weekends or statutory holidays.

Discount:

Consultant will discount the portion of annual billings that exceed two hundred and fifty thousand (\$250,000.00) by five percent (5%).

3.0 Eligible Expenditures

Company approved travel expenses (Eligible Expenditures) will be reimbursed at cost. Consultant shall follow Company's travel and expense policies and procedures and such eligible expenditures shall be submitted with monthly invoicing.

For approval of travel expenses Consultant must submit a 'Consultant Authorization For Air Travel' (Appendix D) for Company approval, prior to travel.

Charges for extraordinary printing or reproduction, which has been approved by Company, will be reimbursed at cost plus fifteen percent (cost + 15%).

The following travel expenses are eligible for reimbursement under the Agreement; hotels, rented accommodations, airfare (economy class), taxis, vehicle rentals, fuel (for business travel only), per diem (for meal and incidentals).

Per diems shall be in accordance with the Company travel policy. The per diem includes HST/GST. The incidental component of the per diem is only reimbursable when an overnight stay is required. The current per diem is broken down as follows;

Island of Newfoundland		
Breakfast	\$	11.00
Lunch	\$	12.00
Dinner	\$	19.00
Incidentals	\$	8.00
TOTAL	\$	50.00

عمر

Labrador and Other

Breakfast	\$	12.00
Lunch	\$	13.00
Dinner	\$	20.00
Incidentals	\$	8.00
TOTAL	\$	53.00

Consultant shall endeavor to minimize vehicle rentals. When requesting vehicle rentals the Consultant will provide commercial justification for vehicle rental versus the use of taxis.

When utilizing a personal/Consultant vehicle Consultant will be reimbursed for Company approved mileage in accordance with the current Company Mileage rate. Consultant will under no circumstances be reimbursed for mileage traveled within the greater St. John's / Mount Pearl areas.

Current Company mileage rate: 38.25 cents per Kilometer

4.0 **Reporting:**

Consultant is required to submit weekly time and material reports/timesheets, bi-weekly progress reporting and monthly cost reporting in a format acceptable to Company (see current project templates, Appendix D). Weekly time and material reports/timesheets will be submitted for Company approval, as per the requirements of Appendix B, no later than three (3) days after the end of the work week being reported in both signed and native file format (ie. MS Excel). Bi-weekly progress reporting shall be submitted no later than three (3) business days after the end of the two week reporting period and shall contain a text summary of the work performed during the reporting period as well as a summary of issues or concerns, including but not limited to, those which may impact report outcome, schedule or cost. The cut off date for monthly cost reporting will be no earlier than the 24th of the month being reported and shall be submitted to Company **no later than three (3) business days** after month end. The actual cutoff date for reporting will be as agreed with the LCP project controls group.

All reporting, including timesheets, will be submitted to the attention of the Lower Churchill Project **Document Control**.

Email: lcpdcc@nalcenergy.com
Fax: (709) 737-1985

EmB

5.0 Invoicing

Invoices shall be submitted on a monthly basis in a format agreed by Company and shall be accompanied by relevant supporting documentation (approved timesheets, receipts, etc.). Invoices shall bear the Agreement number and WTO numbers. Where applicable invoices shall be broken down by WTO number.

Invoices will be submitted to:

Nalcor Energy – Lower Churchill Project

500 Columbus Drive

P. O. Box 12800

St. John's, NL A1B 0C9

Attention: **Accounts Payable**



APPENDIX C**PERSONNEL**

Consultant shall only use key personnel to perform the Work who have been accepted by Company. Consultant may only substitute or replace the accepted key personnel with the prior written agreement of Company.

Company agrees to utilize the below listed personnel in the performance of the Work;

NAME	CLASSIFICATION
Briel, Eric	President / COO
Dodson, Keith	Senior Partner
Westney, Richard	Chairman
Grassbaugh, David	Senior Executive Consultant
Genega, Stan	Senior Executive Consultant
Evans, Jack	Senior Executive Consultant
Wray, John	Senior Executive Consultant



APPENDIX D**FORMS**



HYDRO
THE POWER OF
COMMITMENT

NEWFOUNDLAND and LABRADOR HYDRO

System:	WBS:	Project: Lower Churchill Project	Location: All	Applicability Code: D - All Phases			
Document Title: Lower Churchill Project - Travel Authorization Form						Total Pages (Including Cover): 5	
Document Number:					Management System Document:		
FRM	—	AD	—	001	YES	X	NO
Doc. Set	Discipline		Sequence #				
Comments: This form is to be used in conjunction with the document MSD-AD-001 Lower Churchill Project - Travel Policy and Guidelines.							
B1	28-Feb-08	Approved for Use or Implementation					
			B. Coombes	K. Winsor	C. Cook	J. Kean	P. Harrington
A1	21-Jan-08	Issued for Review/Comment (IDC)					
			B. Coombes	J. Kean	C. Cook		
Status/ Revision	Date	Reason for Issue	Prepared By	Checked By	Checked By	Dept. Manager Approval	Project Manager Approval
CONFIDENTIALITY NOTE:		This document contains property of the Hydro Group of Companies and shall not be copied, used or distributed in whole or in part without the prior written consent from the Hydro Group of Companies.					

EWB

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2.0	Scope
3.0	Definitions
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7.0	Specific Field Input Directions
	7.1 Travel Requester Information
	7.2 Trip Information
	7.3 Budget Information
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	7.5 Authorization and Signatures
	7.6 Confirmations and Cost
8.0	Form Template

1.0 Purpose

This Travel Authorization (T/A) form is to be utilized by Project Personnel to request the authorization to complete business travel on behalf of the Lower Churchill Project (LCP).

2.0 Scope

This T/A form is to be utilized for requesting and approving of all business travel for the LCP.

3.0 Definitions**Business Travel**

Movement to conduct official business on behalf of the LCP out of town or province, away from one's home or normal place of employment to another destination and return shortly there after to one's home or normal place of employment. Travel to attend conferences or courses sponsored by the LCP is considered official business travel. Commuting between one's home and regular place of employment is not considered official business travel. Extended assignments out of the office will be covered by a separate policy.

Project Personnel

Includes all ECNL employees assigned to the LCP, consultants, contractors and project-hired personnel working, full time, part time and temporarily, as part of the integrated Project Management Team.

4.0 Abbreviations and Acronyms

ECNL - Energy Corporation Newfoundland and Labrador

LCP - Lower Churchill Project

NLH - Newfoundland and Labrador Hydro

No. - Reference Number

T/A - Travel Authorization

VP - Vice President

WTO - Work Task Order

WO - Work Order

5.0 Reference Documents and/or Associated Forms

MSD-AD-001 - Lower Churchill Project - Travel Policy and Guidelines

6.0 General Information and Directions

Project Personnel (i.e. Requester) are responsible for completing this T/A form in accordance to the directions provided below and the guidelines contained within MSD-AD-001.

7.0 Specific Field Input Directions**7.1 Travel Requester Information**

Requester / Employee Name: In the space provided enter the name as it appears on the Aeroplan Card of the employee requesting authorization to conduct business travel for the LCP. This is the name which the Administrative Assistant will register within the Air Canada Flight Pass System for all bookings, hence name consistency is necessary.

Employer: Self explanatory.

Employee ID Number: Self explanatory.

Department: In the space provided enter the department for which the Requester works within the LCP.

Requester Contact Info.: Self explanatory.

7.2 Trip Information

Reason for Travel: Self explanatory.

Date of Departure: Self explanatory.

Date of Return: Self explanatory.

7.3 Budget Information

Cost Code: To be filled in by the Requester and verified by the LCP Budget Holder. Enter the Cost Code to which the trip is to be charged.

WBS Code: To be filled in by the Requester and verified by the LCP Budget Holder. Enter the WBS code to which the trip is to be charged.

Cost (Type): Select the appropriate cost type, indicate whether business travel is on behalf of internal or contracted employees of the LCP.

WTO / WO No.: Requester to provide Work Task Order or Work Order number for the project to which the travel is being used to support, if applicable.

Aeroplan No.: If the travel is via Air Canada, provide the Air Canada Aeroplan number of the Requester.

7.4 General Trip Information

Preferred Flight Time: In the space provided indicate the preferred flight times. The Administrative Assistant booking the travel will book the flights as close as possible to the indicated times.

Seat Preference: Requestor to indicate preference for a window, middle or aisle seat for the flight.

Vehicle Rental Required: Requestor to indicate whether a vehicle is required or not.

Accommodations Required: Indicate whether accommodations will be required during the business trip.

Fares, Car, Lodging and Special Instruction: In the spaces provided, the requester is to enter the dates, cities, number of people and number of days traveling, the remainder of this section is to be filled out by an administrative assistant for booking of the stipulated travel along with the confirmed reservation reference numbers. Requester to indicate their hotel of choice for the destination city.

7.5 Authorization and Signatures

Requester Signature: Self explanatory.

Contractor Approval: For travel requested by contractor staff, approval is to be provided by the appropriate contractor representative prior to approval by the LC Project Management Team.

Approval Signatures: In the spaces provided the signatures, job titles and dates must be signed by appropriate LC Project Management Team members who have budget ownership and authorization to approve business travel on behalf of the LCP.

VP LCP Approval: VP authorization signature is required for all international travel.

7.6 Confirmations and Cost

This section is to be completed by the Administrative Assistant booking the travel.

Reservations Confirmation Reference No.: Self-explanatory.

Total Estimated Cost: In the space provided an administrative assistant is to provide the estimated cost of the business travel, initial and then date.

8.0 Form Template

End

REQUESTER CONTACT INFO. :		REQUESTER NAME:	
		EMPLOYER:	
		EMPLOYEE ID NO.:	DEPT. :
		EMAIL ADDRESS:	

REASON FOR TRAVEL :			
DATE OF DEPARTURE: (DD/MM/YY)		DATE OF RETURN: (DD/MM/YY)	
COST CODE:	WBS CODE:	COST TYPE:	INTERNAL CONTRACTOR <input type="checkbox"/> 1145 <input type="checkbox"/> 1130
WTO / WO No.:		AEROPLAN No.:	
PREFERRED FLIGHT TIME'S:		VEHICLE RENTAL REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO	
SEAT PREFERENCE: <input type="checkbox"/> AISLE <input type="checkbox"/> MIDDLE <input type="checkbox"/> WINDOW		ACCOMMODATIONS REQUIRED: <input type="checkbox"/> YES <input type="checkbox"/> NO <small>* SELECT YES IF TRAVEL REQUIRES MORE THAN ONE DAY OR NIGHT'S STAY *IF NOT, SELECT NO.</small>	

FARES	DATE	FLIGHT NO.	TIME	VIA	DEPARTURE POINT	ARRIVAL POINT

CAR	DATE	AGENCY	CITY	No. OF PEOPLE

LODGING	DATE	HOTEL / COMPANY APT. / FRIEND	CITY	No. OF DAYS

SPECIAL INSTRUCTIONS	

REQUESTER SIGNATURE	(SIGNATURE)	TITLE:	DATE (DD/MM/YY):	
CONTRACTOR APPROVAL	(SIGNATURE)	TITLE:	DATE (DD/MM/YY):	
LCP BUDGET HOLDER APPROVAL	(SIGNATURE)	TITLE:	DATE (DD/MM/YY):	
LCP MANAGER APPROVAL	(SIGNATURE)	TITLE:	DATE (DD/MM/YY):	

REQUIRED FOR INTERNATIONAL TRAVEL ONLY			
LCP VP APPROVAL	(SIGNATURE)	DATE (DD/MM/YY):	

RESERVATIONS CONFIRMATION REF. NO.	AIRLINE:	HOTEL:	CAR:	
ADMIN. ASSISTANT	(INITIAL)	TOTAL ESTIMATED COST: (\$)	DATE (DD/MM/YY):	



**LOWER CHURCHILL PROJECT****Contractor Monthly Cost Report**Period Ending : DD - MM - YY

Service Provider:

Contractor Ref No.:

WBS Ref No.

Note: Include a separate section for each Work Task Order and Summarize.

Budget Summary									
Work Task Order No.: <input type="text"/>									
Cost Element	1) Original Budget	2) Approved Changes	3) Current Budget (1+2)	4) Committed Cost To-Date	5) Incurred Cost To-Date	6) Invoiced To-Date	7) Final Forecast Cost	8) Variance (7-3)	Comments
Salaries			\$0					\$0	
Materials			\$0					\$0	
Expenses			\$0					\$0	
Software			\$0					\$0	
Other			\$0					\$0	
Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Notes:

- 1) Committed Cost To-Date = Value of work or services contracted as of period ending.
 2) Incurred Cost To-Date = Value of work or services performed as of period ending.
 3) Final Forecast Cost = Projected final cost based on known scope and current performance as of period ending.

Summary of Key/Critical Issues:

WORK TASK ORDER

Nalcor Energy - Lower Churchill Project

PROJECT: Lower Churchill Project		WTO No.		Rev No. A1																																
CONTRACTOR:		AGREEMENT No.:																																		
DESCRIPTION:		DATE PREPARED:																																		
ORIGINATOR:		WORK ORDER #																																		
SCOPE OF WORK:																																				
EXPECTED OUTCOME:																																				
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LCP Approval:	_____	_____	_____																																	
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LCP

Note: Contractor to complete ExecutionPlan and CTR.

FRM-MM-001

rev. B2

EW

WORK TASK ORDER - EXECUTION PLAN
Nalcor Energy - Lower Churchill Project

WTO No.: 0

Rev: A1

EXECUTION PLANS:

Contractor Contact Information:

Role	Name	Phone	Email
Technical Lead:			
Commercial Lead:			

Human Resources Assigned to the Work

Name	Resource Category	Comments

Execution Methodology:

LCP Input Requirements:

Input Requirements Description	Due Date

CONTRACTOR

* Insert or expand fields as required.

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5/24



WORK TASK ORDER - COST-TIME & RESOURCES ESTIMATE

Project: Lower Churchill Project		WTO No: 0	
Description: 0		Author:	
Contractor: 0		Contract #: 0	
Work Order No.: 0		Contractor Reference No.:	
Start Date: 0-Jan-00		Due Date: 0-Jan-00	
Duration Days: 0		Revision: A1	
		Date:	

[illegible]

CONTRACTOR

CONTRACTOR

www



WORK TASK ORDER - COST-TIME & RESOURCES ESTIMATE

Project: Lower Churchill Project		WTO No: 0	
Description: 0		Author:	
Contractor: 0		Contract #: 0	
Work Order No.: 0		Contractor Reference No.:	
Start Date: 0-Jan-00	Due Date: 0-Jan-00	Revision: A1	
Duration Days: 0		Date:	

					This Revision: A1			Previously Approved			Total Estimate		Month	Jan-00	Feb-00	Mar-00	Apr-00	May-00	Jun-00	Jul-00	Aug-00	Sep-00	Oct-00
					(a)			(b)			(a+b)			Hours	Cost	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Activity #	Resource Category	Start Date	End Date	UOM	Quan	Rate	Cost	Quan	Rate	Cost		Hours	Cost	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours
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* Insert rows as required.

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PROJECT ASSIGNMENT AUTHORIZATION
Nalcor Energy - Lower Churchill Project

PROJECT: Lower Churchill Project						WTO No. 0	
CONTRACTOR: 0						CONTRACT No. 0	
DESCRIPTION: 0						DATE PREPARED:	
Submitted By:						WORK ORDER No. 0	
Contractor requests addition of the below listed resources to the above referenced WTO.							
Surname	First Name	Prof. Designation	Resource Category	Estimated Hours	Hours Approved For Resource Category on WTO	CV Attached Yes/No	LCP Tech Approval Initials
Name					Signature		Date
Submitted By		0					
Approvals LCP:							
Originator:		0					
Commercial Coordinator:		0					
LCP Approval:		0					

PROJECT:	Lower Churchill Project	WTO No.	0
CONTRACTOR:	0	CONTRACT No.	0
DESCRIPTION:	0	Date:	
ORIGINATOR:	0	WBS:	0

Deliverables:

Confirmation Of Deliverable Receipt and Acceptance				No. of Copies		Report Issued (Contractor Initial)	Report Received and Accepted (Originator Initial)
Type	Description	Paper	Electronic				
0 0		0	0				
0 0		0	0				
0 0		0	0				
0 0		0	0				

Schedule:

	Original Planned	Actual	Variance (P-A)	Milestone	Original Planned	Actual	Variance (P-A)
Start Date	0-Jan-00		0	0	0-Jan-00		0
End Date	0-Jan-00		0	#REF!	#REF!		#REF!
Duration (days)	0	0	0	0	0-Jan-00		0

Comments:

Close-Out Cost Report:

Cost Element	1 Original Budget	2 Approved Changes	3 Current Budget (1+2)	4 Committed Cost To-Date	5 Incurred Cost To Date	6 Invoiced To-Date	7 FINAL COST	8 Variance (7-3)
Salaries			\$0.00					\$0.00
Materials			\$0.00					\$0.00
Expenses			\$0.00					\$0.00
Software			\$0.00					\$0.00
Other			\$0.00					\$0.00
			\$0.00					\$0.00
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Comments:

Accounting:

Final Invoice Information	
Invoice Number	
Date Issued	
Invoice Amount (taxes extra)	

Commercial:

Description	Revision	Issue Date	Approval Date	Amount	Comments
Issue for Estimate	A1				
Original Approved	0				
	1				
	2				
TOTAL:				\$0.00	<input type="checkbox"/> PM System Updated With Final Cost

General Comments:


Contractor, in consideration of the sum of \$ 0 being the total and final WTO amount, hereby covenants and represents as follows:

- 1 Contractor has made payment in full of all costs, charges and expenses incurred by it or on its behalf for labour, services, materials and equipment supplied in connection with or arising from Work under WTO;
- 2 Contractor has determined to the best of its ability that each of it's Subcontractors and material suppliers has made payment in full of all costs, charges and expenses incurred by them or on their behalf for labour, services, materials and equipment supplied in connection with or arising from Work under WTO;

EWB

PROJECT:	Lower Churchill Project	WTO No.	0
CONTRACTOR:	0	CONTRACT No.	0
DESCRIPTION:	0	Date:	
ORIGINATOR:	0	WBS:	0
<p>3 Contractor has paid or caused to be paid by it's Subcontractors all assessments, levies, and charges under the employment or unemployment insurance legislation, workers' compensation legislation and any other legislation applicable to WTO as a result of performance of Work under WTO;</p> <p>4 Contractor hereby for itself, its successors and assigns, unconditionally releases and forever discharges Nalcor Energy, its Affiliates, any Participants, the employees and agents of any of them, and the property of the Nalcor Energy from any and all actions, causes of actions, claims, demands, losses, expenses and damages which Contractor has or hereafter may sustain in consequence of or arising out of WTO;</p> <p>5 Contractor in connection with WTO shall not make any claim or take any proceedings against any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise; and</p> <p>6 Contractor fully understands the nature and terms of and has voluntarily executed this Certificate of Release for the purpose of making full and final compromise, adjustment, and settlement of any and all claims it may have for compensation for Work performed under WTO.</p>			
Contractor Signature:	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">0</div> <div style="width: 30%; text-align: center;">(Consultants Authorized Signature)</div> <div style="width: 30%; text-align: right;">Date</div> </div>		
LCP:	Name	Signature	Date
Originator:	0		
Cost Control:	0		
Project Planning:	0		
Accounting:			
Commercial Coordinator:	0		
LCP Approval:	0		

Emb

 Lower Churchill Project Contractor Bi-Weekly Time & Material (T&M) Sheet			WO DESCRIPTION										TOTAL HOURS PER PERSON PER DAY	
Contract No:			WTO/WO #											
Contractor:			Approved Hours											
			Approved Changes											
			Total Approved	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
			Previously Incurred											
Period Beginning			To Date	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
Period Ending			To Complete	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		
^Enter Period Beginning Date Above^														
	NAME	Description		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		
Employees													0.0	
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	TOTAL THIS PERIOD				0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Material, Equipment & Tools														
CLIENT (Verification)			LCP Verification											
Name			Date											
CONTRACTOR (Verification)														
Name			Date											
COMMENTS:														

2013