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**To:** [jamesmeaney@nalcenergy.com](mailto:jamesmeaney@nalcenergy.com)  
**Cc:** [lanceclarke@nalcenergy.com](mailto:lanceclarke@nalcenergy.com); [philipburseey@nalcenergy.com](mailto:philipburseey@nalcenergy.com)  
**Subject:** Re: LC-PM-082: Independent Engineer  
**Date:** Tuesday, March 20, 2012 3:00:22 PM  
**Attachments:** [\\_png](#)  
[RFP\\_SOW.docx](#)

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James - as requested - Ross



RFP SOW.docx



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James Meaney---03/20/2012 02:28:50 PM---Ross - Can you send me the final SOW from the IE EOI / RFP....Province has asked to review. Thanks,

**From:** James Meaney/NLHydro  
**To:** Lance Clarke/NLHydro@NLHydro  
**Cc:** Ross Beckwith/NLHydro@NLHYDRO, Philip Bursey/NLHydro@NLHydro  
**Date:** 03/20/2012 02:28 PM  
**Subject:** Re: LC-PM-082: Independent Engineer

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You owe it to yourself, and your family, to make it home safely every day. What have you done today so that nobody gets hurt?

Lance Clarke---03/16/2012 02:57:09 PM---Ross Jim is working on this and will get back to you. I am out next week so follow his lead.

From: Lance Clarke/NLHydro

To: Ross Beckwith/NLHydro@NLHYDRO

Cc: James Meaney/NLHydro@NLHydro, Philip Bursey/NLHydro@NLHydro

Date: 03/16/2012 02:57 PM

Subject: Re: LC-PM-082: Independent Engineer

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Ross

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Thanks

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Lance Clarke

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Ross Beckwith---03/16/2012 02:19:56 PM---Gentlemen Any developments with this RFP ? I'll continue to hold the sealed bids un-opened until I h

From: Ross Beckwith/NLHydro

To: Lance Clarke/NLHydro@NLHydro, James Meaney/NLHydro@NLHYDRO

Cc: Philip Bursey/NLHydro@NLHydro

Date: 03/16/2012 02:19 PM

Subject: LC-PM-082: Independent Engineer

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Gentlemen

Any developments with this RFP ? I'll continue to hold the sealed bids un-opened until I hear otherwise.

Ross



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## RFP LC-PM-082 – Independent Engineer

### ATTACHMENT 1 – DETAILED SCOPE OF WORK

#### A. GENERAL ROLE OF INDEPENDENT ENGINEER

The role of the Independent Engineer (“Independent Engineer”) for the Lower Churchill Project (“LCP Project”) is to provide independent engineering advice and independent engineering reports.

The LCP Project is comprised of the following three separate but inter-related projects (each a “Project”):

- Muskrat Falls Generation Project;
- Labrador-Island Link Project; and
- Labrador Transmission Assets Project.

The three Projects will be owned by different owners (each an “Owner”). The Muskrat Falls Generation Project and Labrador Transmission Assets Project will each be owned by a separate subsidiary of Nalcor. The Labrador-Island Link Project will be owned by a limited partnership in which the limited partners will be Nalcor and Emera Inc. or their subsidiaries.

The Independent Engineer’s client for each Project is not the Owner of that Project but, instead, the lenders, the hedge providers, the federal government as guarantor, the rating agencies, and such other entities as may be involved in providing financing for, or financial guarantees in support of, each of the Projects (initially and collectively “Client”). The rating agencies have been engaged and both the rating agencies and the federal government have already commenced their review of the LCP Project. The lenders, hedge providers and others will be, but have not yet been, engaged.

Given the size, scope and complexity of the LCP Project and the schedule for achieving financial close, the Independent Engineer will initially be retained and paid by the Owner on behalf of the Clients so that the Independent Engineer can familiarize itself with each of the Projects and the LCP Project as a whole, identify the documents and information that will be required for its review, and commence an initial review of the documents and information currently available. Once the lead lenders for each Project are known, the intention is that, provided the Independent Engineer is acceptable to those lenders, the Independent Engineer will be retained separately, either directly or indirectly, by those lenders and by the hedge providers and federal guarantor, as the “Client” for that Project. The Independent Engineer will then take instructions from and report directly to that Client in relation to that Project. The Independent Engineer will execute any assignments, novation instruments or further agreements as may be required by each of the lender Clients to give full effect to that arrangement and, at their discretion, may be required to issue separate, independent reports for each Project and, in

addition, a consolidated report for the entire LCP Project incorporating those independent reports. It is essential that, until the Independent Engineer is retained by the lenders as its Client, the Independent Engineer act at all times as if it is already retained by the lender Clients and does not put itself in a position that will compromise its ability to fully, frankly and impartially provide independent services and advice to them.

The Independent Engineer will copy each Owner with all draft reports and final reports issued by the Independent Engineer to Clients in relation to that Owner's Project (collectively all recipients of such reports the "Recipients").

In general, the Independent Engineer reviews work prepared by others and does not prepare original engineering design products.

Prior to sanction and commencement of construction of the LCP Project ("Phase 1"), the role of the Independent Engineer is to review the principal aspects of the engineering design, cost and scheduling estimates, and the technical provisions in the principal Project contracts and permits. The Independent Engineer will identify issues uncovered during the review and, if requested by the Owner, will meet with the Owner, the EPCM Contractor, SNC-Lavalin Inc ("EPCM Contractor"), the Clients and the Owner's and Clients' financial, technical and other advisors ("Other Advisors") to explain the Independent Engineer's initial observations, comments and findings on each issue.

After sanction and financial close, during construction ("Phase II") the role of the Independent Engineer is to review the engineering, procurement, construction, and testing and commissioning phase of the Project and to act as the Independent Engineer on behalf of the Clients, as defined in the credit agreements that will be created between the Owner and the Clients.

The Independent Engineer will also provide advice and written reports to the Client and the other Recipients. The purpose of the advice and reports includes advice on technical matters that could impact the successful completion and integration of the Projects and the ability of each of the Projects to service their construction and long-term debt.

The following breakdown of tasks is illustrative, but not exhaustive, of the scope of the Independent Engineer's services.

#### **B. PHASE 1: PROJECT TECHNICAL REVIEW PRIOR TO FINANCIAL CLOSE**

The Independent Engineer's Phase I review will be based upon the Project documentation and written information provided by Nalcor or the Owners in response to the data request and site visit.

### 1. **Task 1: Initial Project Scope Meeting and Obtain Project Documentation**

The Independent Engineer will attend a meeting with the Client, Nalcor, the Owner, and their respective advisors during which time: the scope of services provided by the Independent Engineer will be finalized and agreed; the data and documentation required to conduct those services will be defined; a proposed site visit will be discussed and arrangements finalized; and the date by which the draft report is to be issued by the Independent Engineer will be agreed.

At this initial meeting, the format of the Independent Engineer's reports will be discussed and agreed, including the procedure for submission of drafts for comment, incorporation of comments, and production of final versions of the report. If the lender Clients subsequently require a different format or process for such reports, the Independent Engineer will comply with their requirements.

### 2. **Task 2: Site Visit**

The Independent Engineer will visit the site of the Muskrat Falls Generation Project, the site of the AC/DC Converter Stations, the site of the switchyards, the site for the crossing of Strait of Belle Isle and, if required, selected portions of the proposed transmission route. The purpose of the visit is for the Independent Engineer to familiarize itself with the site and to verify and confirm whether there are any unusual characteristics of the site(s) that could present significant obstacles to successful completion of each Project. In particular, the Independent Engineer will review and comment on:

- General topography and condition of the grounds and equipment;
- Storage and lay-up procedures for installed and yet to be installed equipment;
- Location and storage conditions for uninstalled equipment and materials;
- Confirm current status of construction completion and major items to be completed; and
- Access to and status of construction of off-site facilities for interconnection to electric power, water, waste disposal, and fuel supply.

### 3. **Task 3: Review Project Design and Projected Performance**

The Independent Engineer will review available Project documentation for the purpose of identifying missing, inconsistent or unresolved information.

The Independent Engineer will assess the compatibility of the basis of design with the Project operating requirements, site characteristics, hydrology characteristics and off-site transportation requirements.

Generally, the Independent Engineer will review the design of major on-site facilities included within each Project, as well as Project-related, off-site facilities within the scope of the Project to support construction and operating activities. Major equipment components and systems will be reviewed by mechanical, electrical, civil/structural and environmental engineers with regard to:

- Capability of design to perform as required;
- Capability of design to meet availability and reliability requirements; and
- Conformance of design with “good engineering practice” (i.e., industry standards and prudent utility practice).

Any major equipment component or system design feature that does not appear to meet design, performance or operating requirements, or fails to adhere to good engineering practice will be identified. The Independent Engineer will provide an opinion on the quality of the design and equipment with respect to its effect on the anticipated service life of the Project, the degree of maintenance needed to meet performance requirements, long-term availability and anticipated performance degradation over the term of the Client’s interest in the Project.

The Independent Engineer will also review the extent to which each major equipment component for the Project has been operating commercially under comparable conditions in other locations, and comment as to the anticipated performance based on their proven performance in other locations.

The Independent Engineer will review the technical design of the Project, projected performance for compliance with generally accepted industry standards and prudent utility practices, and the ability to operate in accordance with Pro Forma projections and contract requirements. In general, the following will be addressed to the extent applicable to that Project:

- Compare projected performance to design conditions, vendor guarantees and known performance of other similar facilities;
- Review hydrology;
- Review design, performance and integration of the major systems, as well as the projected reliability and operations under various operating conditions;
- The capability of the Project as designed to meet its operating, contractual and other requirements (e.g., as specified in the applicable agreements);

- Review major systems and equipment design criteria and performance to confirm their suitability, compatibility and completeness for the intended service of the equipment, and in particular that the design is conservative, that proven reliable equipment and systems are utilized, and that operating environments and parameters for equipment are within established precedents;
- Review and discuss the commercial operating history of major equipment in comparable applications, as well as Project-specific equipment performance;
- Review the proposed electrical interconnections between each Project;
- Review the projected water supply, wastewater disposal systems and other applicable waste disposal plans, historical performance and projected performance;
- Review the various technical criteria and other provisions within the technical documents and, if available, contracts for consistency;
- Review the experience and capability of the major Project participants to perform their roles in each Project and to support the successful execution and completion of the Project.

#### 4. **Task 4: Review Construction Plan and Schedule**

The Independent Engineer will review the construction plan for each Project, including the following.

##### **EPCM Contract**

The Independent Engineer will review the scope of services and technical provisions of the Engineering, Procurement and Construction Management Contract (“EPCM Contract”) to identify that:

- The responsibilities of the parties are clearly defined under the contract, such as those associated with the EPCM contractor’s and Owner’s responsibilities; and
- The scope of work, communication and interface requirements between the EPCM Contractor, Owner, other contractors, and dispute resolution provisions are clearly defined.

The EPCM Contract is currently a single contract, and it is intended to be separately applicable to each Project. The Independent Engineer will review and report on the EPCM Contract as it is applicable to the relevant Project, and its ability to integrate each Project with the other Projects.



**Construction Contracts (other than EPCM Contract)**

The Independent Engineer will review the construction plan for each Project, including:

- Review the scope of supply and technical provisions in the supply and construction contracts including:
  - Qualification of contractor(s);
  - Qualification and selection of major subcontractors;
  - Completeness of scope of work;
  - Extent to which the contracts can be performed independent of other contracts and the clarity of the battery limits of each contract;
  - Contractor and Owner's responsibilities;
  - Provisions for guarantees, warranties and latent defect periods;
  - Change order procedures;
- Review the transportation plan for delivery of equipment and materials to the appropriate site(s);
- Review the logistics and storage of construction materials on and off-site;
- Comment on the conformity of the proposed contracts relative to industry standards and prudent utility practice; and
- Review compensation terms and methods of payment relative to industry standards and loan document requirements.

**Guarantees and Liquidated Damages**

The Independent Engineer will review the completion and, where applicable, performance guarantees and associated liquidated damages and bonus payments, buydown and buyout provisions, liquidated damage caps, and total liability provided by the contractors and major equipment suppliers.

The Independent Engineer will review and comment on the guarantees provided by each of the construction contractors and major equipment suppliers to assess the potential for compliance

with the applicable Project contracts, permits and performance expectations. The Independent Engineer will also review and comment on guarantees provided by each major equipment manufacturer, to the extent that this information is available, to assess the level of support that these equipment guarantees provide to the Owner.

### **Construction Schedule**

The Independent Engineer will review the Project schedule and each of the construction schedules and determine whether adequate provisions have been made for design; equipment procurement, fabrication, shipment and installation; and start-up, shakedown, testing and commissioning of the Project. Any unknown or variable elements in the schedule will be identified along with associated potential risks.

The Independent Engineer will also:

- Review and assess the Project construction, engineering and procurement schedules and critical paths including analysis of the major third party deadlines;
- Comment on the likelihood of achieving Project construction milestones in accordance with the completion requirements of the Project; and
- Review the major equipment supply contracts with regard to performance guarantees to assess the level of support provided to the contract guarantees.

### **Performance Test Criteria**

The Independent Engineer will review the performance test criteria for each contract and major equipment supply package, as applicable, and review the performance test criteria for the Project, and also where applicable its integration with the other Projects, as provided by the Owner, and will comment on the following:

- Reasonableness of the performance test criteria;
- Adequacy of the test duration;
- Ability to extrapolate test results over the expected life of the Project;
- Conformance of test procedures to establish codes and standards for testing Project equipment; and
- Ability to achieve all conditions required by the EPCM Contract and by each of the individual contracts.

## 5. Task 5: Review Capital Budget

### Total Project Cost Estimate

The Independent Engineer will generally:

- Review the scope of supply and corresponding cost estimate methodology for all Project costs, including but not be limited to the engineering, procurement and construction contracts. This review will include, but not be limited to items such as Project management, spare parts, working capital and start-up costs;
- Evaluate to what extent cost items, which are part of the total Project cost estimate, are based on estimates versus fixed pricing; identify those items that are not based on fixed pricing along with the potential risks associated with these variables; and evaluate the level of contingency budgets compared to those of similar Projects with which it is familiar; and
- Review the cost estimate for any remaining facilities to assess the methodology used to develop the total Project cost estimate.

In particular, the Independent Engineer will review and comment on the construction scope and the cost estimate methodology used to determine the Project construction cost, including:

- Project Manager and construction contractor experience, compensation and budgets;
- Major equipment procurement costs;
- Interconnection and infrastructure completion costs;
- Spare parts;
- Contingencies;
- Start-up and commissioning costs;
- Camp costs;
- Ancillary infrastructure and services, including access and construction power, required to support the Project;
- Schedule of equipment delivery and work to be performed taking into account the issues associated with the site layout and location;

- Schedule of values and construction cash flow; and
- Allowances for contractor performance bonuses.

The Independent Engineer will highlight critical areas of cost structure and identify high sensitivity areas.

The Independent Engineer will provide a comparison relative to the public electrical utility industry and compare to facilities of a similar size and technology taking into consideration such items as location, available infrastructure, and labour costs.

As the Project is not being constructed under a single EPC contract, the Independent Engineer will apply particular focus on the associated price risks.

### **Drawdown Schedules**

The Independent Engineer will review the drawdown schedule generally appended to the contracts or, if not appended, the estimated drawdown schedule, and comment on whether each monthly cash drawdown amount is consistent with the Project schedules.

## **6. Task 6: Review Commercial Operation and Maintenance Services**

### **Review Commercial Operation Services**

The Independent Engineer will conduct an engineering review of the Operations and Maintenance Plan and, if available, contracts and agreements for operation and maintenance. The review by the Independent Engineer will be limited to engineering issues and their possible impact on commercial issues and will not address legal or regulatory issues associated with the Project.

### **Operations and Maintenance (“O&M”) Plan**

The Independent Engineer will review the Project’s O&M Plan, including the adequacy of the start-up and long-term operating procedures; the reasonableness of the annual O&M budgeting process, as well as the O&M fee structure and its ability to cover “non-extraordinary expenses”; the definition of “extraordinary expenses”; and the proposed training and preventative maintenance programs.

### **Operating and Maintenance Cost Estimate**

The Independent Engineer will review the list of O&M and major maintenance cost estimate components, comment on its completeness and the basis and assumptions upon which each component was calculated and comment on their reasonableness. This effort will include a

review of staffing, maintenance provisions, spare parts, water, waste disposal, administrative costs, management fees and consumables.

#### 7. **Task 7: Review of Project Agreements**

Review the ability of the Project, based on the design criteria, to meet the operating and technical requirements of the applicable operating agreements and the financial goals for the Project, including but not limited to the following to the extent applicable to the Project:

- Power Purchase agreements;
- Interconnection facility agreements;
- Water Management Agreement;
- Water supply and wastewater disposal agreements;
- Fuel supply and transportation agreements;
- Operation and maintenance agreements;

The Independent Engineer will comment on contract provisions to market norms with respect to:

- Term and termination;
- Budget review and control;
- Owner/Operator Responsibilities;
- Operations and maintenance plans;
- Environmental compliance;
- Reporting procedures;
- Compensation and incentive bonus and penalty structure to determine cost effectiveness and compatibility with long term operations and maintenance objectives; and
- Consistency amongst construction, operation and maintenance, service, fuel, capacity and energy sales, water management, both amongst each other and compliance with the environmental permits and requirements.

### **Power Purchase and Interconnection Agreement(s)**

The Independent Engineer will review the technical aspects of the agreements to determine if the provisions are compatible with the expected output of the Project and that the design conforms to the interconnection requirements of the contracts. Specifically, the Independent Engineer will review the conditions that must be satisfied to qualify for full energy and capacity payments, and conditions under which the utility can dispatch the Project or limit its power output.

### **Water Usage Agreements**

The Independent Engineer will review the Water Management Agreement and determine whether it allows the Project to perform to its projected capacity.

### **Loan Documents**

The Independent Engineer will review the technical aspects in the financial agreements to ensure consistency with Project contracts and performance assumptions, including for example:

- Budget review and approval process; and
- Owner/Operator reporting requirements.

### **8. Task 8: Review of Permits and Licenses**

The Independent Engineer will assess the ability of the Project, based on design criteria and intended modes of operation, to meet and maintain compliance with technical requirements of the applicable major permits including reporting requirements and other operating restrictions.

The Independent Engineer will review the schedule of permits, licences and approvals required from authorities having jurisdiction for construction and operation, and all available permits or permit applications. The Independent Engineer will:

- Assess the capability of the Project as designed to meet the technical requirements and constraints (e.g., operating restrictions, etc.) specified in the Project's permits, licenses and approvals;
- With the assistance and approval of the Owner, establish contact with the appropriate provincial and federal environmental or energy regulatory agencies for the purpose of independently identifying and determining the current status of the major permits, licenses and approvals to construct and operate the Project, provided however that the Independent Engineer shall closely coordinate all such contacts with and through the Owner;

- Identify what major permits, licences and approvals have not been obtained and comment, from a technical perspective, on the likelihood that they may or may not be able to be obtained in a timely manner to support the Project schedule;
- Review the adequacy of budgeted amount in the capital budget to obtain and maintain compliance with the permits, licences and approvals, including the cost of habit compensation measures and meeting commitments made by the Owner in its application(s) for same;
- Address technical and commercial issues arising from zoning, local municipality requirements or other agencies having jurisdiction over the Project; and
- Review environmental site assessment report(s) prepared by others and comment on such issues as:
  - Documentation and support for the conclusions reached in the report;
  - Unusual circumstances or locality specific issues; and
  - Status and cost of any required remedial activities.

#### 9. **Task 9: Review of Pro Forma Assumptions**

The Independent Engineer will review and comment on the technical assumptions and data input to the Owner's Project pro forma financial model which sets forth the projected revenues, expenses and debt service costs of the project. The performance model used by the Owner to estimate annual water usage and operating costs and annual revenues from the sale of power will be evaluated to determine if it accurately reflects the material Project contracts and expected operating environment. The Independent Engineer will determine how well the assumptions and Projections made in the pro forma are supported by contract guarantees, performance testing, quality of the design and equipment, and the experience of the Project participants.

It is anticipated that the revenue portion of the pro forma will be based on fixed monthly payments and therefore extensive review of market studies by the Independent Engineer is not anticipated or required.

The Independent Engineer will verify that the following assumptions are reasonable and consistent with the design of the Project, expected operating scenarios, and Project agreements:

- Project performance and reliability;

- Revenue projections;
- Facility performance degradation;
- Dispatch constraints (if any) as per the power purchase agreement including curtailments and part load operation;
- Escalation assumptions;
- Annual operating and maintenance expense inputs to the pro forma, including major maintenance and capital replacement;
- Bonus/penalty arrangements;
- Working capital requirements of the Project;
- Cost for establishing inventories; and
- Adequacy of pre-operating expense budget; i.e., operator training, consumables, lubricants and testing.

The Independent Engineer will propose and review a set of typical pro forma sensitivity cases. Sensitivity cases will be selected to test the impacts of variances in key operating assumptions, such as; interest rates, inflation, capacity and heat rate and operating expenses. Review and comment on sensitivity cases to the base case pro forma.

#### **10. Task 10: Prepare Independent Engineer's Report**

The Independent Engineer will prepare a draft and final Independent Engineer's Report, in a format suitable to the Client.

The report will provide a brief description of the Project facilities and key agreements and will set forth the principal assumptions, opinions, conclusions and summarized pro forma operating results. During the course of its review, the Independent Engineer will bring to the Client's and the Owner's attention any area of risk that is discovered as a result of the technical review and any mitigation options to be considered by the Client and the Owner.

A draft of the Independent Engineer's Report setting forth preliminary opinions, conclusions and pro forma results, including discussions of any unresolved issues and associated risks identified during the review, will be prepared and submitted to the Client and the Owner for review and comment. Having addressed issues raised in the draft report, to the extent possible, the Independent Engineer will incorporate the Client's comments, and consider and at its discretion address the Owner's comments, and present the status of each issue in the final



Independent Engineer's Report.

#### 11. **Task 11: Financial Closing Support Services**

The Independent Engineer will support financial close by providing information on the Project to the Clients, including prospective investors or lenders, hedge providers and the federal guarantor, either in person or via conference calls. The Independent Engineer will also participate in rating agency meetings and syndication presentations as requested by the Client. The Independent Engineer will prepare the typical and customary certificates required at financial closing to verify the accuracy of the information provided in its report.

#### C. **PHASE 2: CONSTRUCTION PERIOD**

The Independent Engineer will perform the following tasks following financial close and during the construction of the Project.

##### **Attend Project Review Meetings**

The Independent Engineer will attend Project review meetings (with required frequency as determined by the Independent Engineer in consultation with the Client and the Owner) at the Owner's or the contractors' offices to assess progress in engineering, procurement and construction activities and to review the contractors' presentation of areas of concern and change orders.

##### **Services Relating to the Engineering**

The Independent Engineer will review the progress of the remaining engineering for compliance with the milestone schedule.

##### **Services Relating to Procurement**

The Independent Engineer will review the progress of the award of major procurement contracts and delivery commitments for conformity with the milestone schedule.

##### **Services Relating to Construction and Start-Up**

The Independent Engineer will:

- Review proposed work and quality control plans;
- Conduct periodic on-site visits (with required frequency as determined by the Independent Engineer in consultation with the Client and the Owner) for observation of the work in progress to determine that the Project is proceeding

in general accordance with the milestone schedule and with the agreed-upon design concepts;

- Periodically review quality control reports and field laboratory test reports;
- Consult with the Owner and contractors in advance of scheduled major inspections, tests or the start of important work phases;
- Review compliance to the Project schedule on a monthly basis through reports submitted by the construction contractors, and on-site observation; and
- During the on-site visit, review the contractors' monthly invoice with the Owner and construction contractors to verify accuracy.

### **Review Change Order(s) to the Construction Contracts**

To the extent required by the financing agreements, the Independent Engineer will review major change orders to the construction contracts. The review will include a verification of the impact of change(s) on the construction cost and schedule of the Project and on the ability of the Project to meet its performance guarantees. Review of major change orders or significant changes in Project execution or budget will be performed if required by the financing agreements at Client's authorization but will constitute additional services.

### **Prepare Independent Engineer's Periodic Report**

The Independent Engineer will review the borrower's, and construction contractors' progress report(s) and supporting documentation against observations during the site visit and prepare a summary report. The report shall cover the general status of construction versus the milestone schedule, the status of the budget versus actual expenditures, status of planned contract expenditures versus planned, status of change orders or claims and any areas of concern and actions being taken of which we are aware. The Independent Engineer's Report will be submitted to the Client, with a copy to the Owner.

### **Prepare Independent Engineer's Draw Certification**

The Independent Engineer will review the Client's monthly loan requisition certificate and supporting documentation, will compare the actual budget and schedule against the contract budget and schedule, will request changes or supplemental information as required to approve drawdown requests, will prepare the monthly Independent Engineer's draw certification that will make a recommendation to the Client regarding the payment due and will submit same to the Client, with a copy to the Owner.

### **Verify Project Completion**

The Independent Engineer will confirm Project completion as required by the financing agreements which will include, but not be limited to, the review of construction contracts' completion certificates, monitoring successful completion of each punch list item by telephone, make one final visit to the Project site to verify punch list items have been completed, sign the appropriate document and submit it to the Client, with a copy to the Owner.

The Independent Engineer will also provide such certification to the Client as may be required by the financing agreements, including certification that the engineering, design, construction, testing and commissioning of the Project conforms to the applicable contracts, codes, standards, good industry practice and prudent utility practice.