

**From:** [jamesmeaney@lowerchurchillproject.ca](mailto:jamesmeaney@lowerchurchillproject.ca)  
**To:** [amanzer@casselsbrock.com](mailto:amanzer@casselsbrock.com)  
**Subject:** Argirov contract  
**Date:** Monday, June 15, 2015 2:46:43 PM  
**Attachments:** [.png](#)  
[Clean version of agreement \(00335111-2xC0FD8\).pdf](#)

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Here is the contract Nik currently has in place with MWH....I asked he send to me

**James Meaney**

**General Manager Finance**

**PROJECT DELIVERY TEAM**

**Lower Churchill Project**

t. 709 737-4860 c. 709 727-5283 f. 709 737-1901

e. [JamesMeaney@lowerchurchillproject.ca](mailto:JamesMeaney@lowerchurchillproject.ca)

w. [musktratfalls.nalcorenergy.com](http://musktratfalls.nalcorenergy.com)

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?



Clean version of agreement (00335111-2xC0FD8).pdf

• MWH Subcontract No. [MWH ] Internal Use]  
 MWH Job No. \_\_\_\_\_  
 Cost Code \_\_\_\_\_  
 Vendor No. \_\_\_\_\_

### CONSULTING SERVICES SUBCONTRACT

This Consulting Services Subcontract ("Subcontract"), with an effective date of May 11, 2015, is by and between MWH Canada, Inc. ("CONSULTANT"), having an address of 1185 West Georgia, Vancouver BC, and Argirov Engineering Inc. ("SUBCONSULTANT"), having its principal place of business at 803-633 Kinghorne Mews, Vancouver, BC.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

**1 . SCOPE OF SERVICES:** SUBCONSULTANT shall perform the services as set forth in Attachment A ("Subcontracted Services"), incorporated herein by reference, and shall strictly conform to the terms and conditions of this Subcontract.

**2. TERM OF AGREEMENT:** This Subcontract shall commence on the date first stated above, and SUBCONSULTANT is authorized to commence performance of the Subcontracted Services as of that date. This Subcontract terminates on December 31 , 2015 unless terminated earlier pursuant to the terms and conditions of this Subcontract. SUBCONSULTANT shall complete the Subcontracted Services in accordance with the time schedule ("Project Schedule") set forth in Attachment A, including any intermediate milestones and phase submittals, TIME IS OF THE ESSENCE with regard to the performance of the Subcontracted Services, specifically including but not limited to any intermediate milestones and phase submittals.

**3. COMPENSATION AND PAYMENT:** SUBCONSULTANT shall be entitled to payment of Compensation for the Subcontracted Services in an amount equal to \_\_\_\_\_ as set forth in Attachment A. Materials will be reimbursed at actual cost. Non-salary expenses directly attributable to the Subcontracted Services will be reimbursed at actual cost. Reimbursable direct non-salary expenses are limited to meals, travel and lodging unless otherwise authorized in writing by CONSULTANT. Meals, travel and lodging expenses shall be paid only to those persons authorized to incur such cost when on assignment away from their home office. Meal expenses shall exclude tips and gratuities. Mileage charges, when authorized, shall be at Canadian Government established mileage rate. Travel by airline shall be at coach or economy fare and only as authorized by CONSULTANT in advance in writing.

**4. INVOICING INSTRUCTIONS:** SUBCONSULTANT shall submit monthly invoices to CONSULTANT for Subcontracted Services properly performed in the preceding month, along with such supporting documentation as CONSULTANT may reasonably require. CONSULTANT may prescribe the format of such invoice. Invoices shall be sent to the address and person named below:

MWH CANADA, INC.  
 1185 West Georgia, Suite 749  
 Vancouver, Canada V6E 4E6  
 Attn: RyanChiew

Invoices submitted by SUBCONSULTANT will: a) show the name of the Project, the CONSULTANT'S Job Number, the names of each person performing the Subcontracted Services, their respective labor categories, their hourly rates and the number of hours and respective days worked on the Project during the invoice period; b) identify reimbursable direct

non-salary expenses incurred hereunder; c) make reference to this Subcontract; and c) include the total authorized Compensation, the amount of the current invoice, the cumulative invoiced amount to date, and the amount of Compensation remaining under the Subcontract;

SUBCONSULTANT shall coordinate the submittal of its invoice for inclusion with the invoice submitted by CONSULTANT to its CLIENT. A specific monthly submittal date will be established. If SUBCONSULTANT'S invoice is received after the specified date, the invoice will be included in CONSULTANT'S invoice to the CLIENT for the subsequent month.

Failure of SUBCONSULTANT to comply with the prescribed format or failure to provide adequate supporting documentation may result in rejection of the invoice. In the event that CONSULTANT disputes any amount as being due or lacking sufficient supporting data, CONSULTANT will include all amounts not in dispute in the invoice which CONSULTANT submits monthly to its CLIENT. When the amounts in dispute are resolved to the reasonable satisfaction of CONSULTANT, those amounts shall be submitted to the CLIENT for payment in the next monthly invoice.

**5. PAYMENT OF INVOICES:** CONSULTANT will pay all undisputed portions of SUBCONSULTANT'S monthly invoice within 10 business days of CONSULTANT'S receipt of payment from the CLIENT relating to SUBCONSULTANT'S monthly invoice. CONSULTANT may set-off or withhold against any amounts payable to SUBCONSULTANT any amounts that may become due CONSULTANT from the SUBCONSULTANT or amounts reasonably necessary to protect CONSULTANT from or arising out of the Subcontracted Services. No payment made by CONSULTANT to SUBCONSULTANT under this Subcontract shall be construed as evidence of acceptance of the Subcontracted Services or a waiver of CONSULTANT'S right to demand the correction of any defect or deficiency in the Subcontracted Services.

**6. RECORDS AND AUDITS:** SUBCONSULTANT warrants that its accounting-related records and supporting documentation ("Accounting Records") shall be kept in accordance with generally accepted accounting practices and that its overall accounting system is sufficient to sustain an audit by professional audit agencies. SUBCONSULTANT shall grant to CONSULTANT and its representatives reasonable access and the right to audit and copy Accounting Records at no additional cost to CONSULTANT other than reasonable copying costs. SUBCONSULTANT shall retain all Accounting Records for a period of 3 years after final payment unless a longer period is required under the Prime Contract or until all disputes, claims, litigation and appeals have been fully resolved, whichever is longer.

**7. FINAL PAYMENT:** The receipt of the following deliverables, when applicable, is a prerequisite for final payment: a) all plans, sketches, drawings, documents, reports, memoranda, deliverables and reproducibles related to the Subcontracted Services and as required by CONSULTANT or the CLIENT; b) all non-expendable personal property purchased and approved or paid for by CONSULTANT; c) all Data (defined below); and d) a formal written release of all claims for Compensation and waiver of all liens relating to the Subcontracted Services.

**8. LIEN WAIVER:** SUBCONSULTANT shall promptly pay for all services, labor, materials and equipment used or employed by SUBCONSULTANT in the performance of the Subcontracted Services and shall maintain all materials, equipment, structures, buildings, premises and property of Consultant's Client ("CLIENT") or CONSULTANT free and clear of mechanic's or other liens. SUBCONSULTANT shall, if requested, provide CONSULTANT with reasonable evidence that all services, labor, materials and equipment have been paid in full.

**9. INCORPORATION OF PRIME CONTRACT:** SUBCONSULTANT assumes toward CONSULTANT all of the obligations and responsibilities that CONSULTANT assumes toward



CLIENT in the contract between CONSULTANT and CLIENT ("Prime Contract") as they relate to the Subcontracted Services. The applicable portions of the Prime Contract are incorporated herein by reference and shall be made available to SUBCONSULTANT upon request. In the event of a conflict between the Prime Contract and this Subcontract, the more stringent provision shall govern.

**10. INDEPENDENT CONTRACTOR:** For purposes of this Subcontract, SUBCONSULTANT is an independent contractor and shall not be deemed to be an employee, agent or joint venturer of CONSULTANT. SUBCONSULTANT shall be solely responsible for the means and methods for carrying out the Subcontracted Services. Nothing contained in this Subcontract shall create any contractual relationship between CLIENT and SUBCONSULTANT.

**11. SUBCONSULTANT'S REPRESENTATIVE:** SUBCONSULTANT shall designate a representative who shall be authorized to act on behalf of SUBCONSULTANT in all matters concerning the Subcontracted Services and shall have a thorough knowledge of the Subcontracted Services and shall be made available to CONSULTANT at all reasonable times.

**12. COMPLIANCE WITH THE LAW:** SUBCONSULTANT shall comply with all applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Subcontracted Services ("Law").

**13. PERMITS AND LICENSES:** SUBCONSULTANT will obtain and pay for all qualification-related permits and licenses, registrations, qualifications, and other governmental authorizations required by law that are associated with SUBCONSULTANT'S performance of Subcontracted Services.

**14. STANDARD OF PERFORMANCE:** SUBCONSULTANT shall perform the Subcontracted Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the project ("Project") is located. SUBCONSULTANT shall provide additional services as needed to correct any defects or deficiencies in the Subcontracted Services and shall bear all costs related to the correction of SUBCONSULTANT'S or its lower-tier subcontractor's defective or deficient performance at no additional cost to CONSULTANT or CLIENT.

**15. ACCESS:** CONSULTANT shall be responsible for providing SUBCONSULTANT with access to the Project site ("Project Site") to the extent necessary to properly perform the Subcontracted Services. SUBCONSULTANT shall use only such points of ingress and egress at the Project Site as are authorized by CONSULTANT and shall restrict its access to those areas specifically authorized by CONSULTANT. SUBCONSULTANT shall strictly comply with applicable security requirements.

**16. HEALTH & SAFETY:** SUBCONSULTANT acknowledges that there may be construction, environmental or other hazards at the Project Site or otherwise associated with the Subcontracted Services. SUBCONSULTANT warrants that each person who performs the Subcontracted Services is experienced and properly trained to perform the Subcontracted Services. SUBCONTRACTOR and shall take adequate precautions to protect, shall be solely and continuously responsible for the protection of human health, safety, and welfare and the environment in the performance of the Subcontracted Services at all times (not limited to normal working hours). If SUBCONSULTANT fails to immediately respond and correct any potential or actual hazardous condition, CONSULTANT has the right to suspend the Subcontracted Services until such time as SUBCONSULTANT remedies the potential or actual hazardous condition. SUBCONSULTANT shall be solely responsible for any cost, expense or schedule disruption resulting from such suspension of the Subcontracted Services. The SUBCONSULTANT'S failure to thoroughly familiarize itself with and account for the aforementioned health and safety provisions and those additional requirements provided by CONSULTANT and CLIENT, if any, will not relieve SUBCONSULTANT from the obligations set forth in this Subcontract.



**17. HAZARDOUS MATERIALS:** SUBCONSULTANT shall not bring any toxic, nuclear, or hazardous substances, wastes or materials ("Hazardous Materials") onto the Project Site without the prior written consent of CONSULTANT and shall strictly comply with all Law related to such Hazardous Material.

**18. [Deleted]**

**19. QUALITY CONTROL PLANS:** When required by the Scope of Services, SUBCONSULTANT shall execute a quality control plan acceptable to CONSULTANT that ensures the quality of the Subcontracted Services. Prior to starting the performance of the Subcontracted Services, SUBCONSULTANT shall submit its quality control plan for the work products and activities identified in the Scope of Services. Submission of the quality control plan to CONSULTANT will not replace in any way SUBCONSULTANT'S responsibility for quality control or for its work products and activities. Notwithstanding any review by CONSULTANT, SUBCONSULTANT shall be responsible for the quality of the Subcontracted Services.

**20. INSPECTIONS:** SUBCONSULTANT shall maintain at a place acceptable to CONSULTANT complete, current and accurate working files, including but not limited to calculations, interpretations, assumptions, estimates, field logs, drawings, equipment calibration records, quality control inspections results, CAD files, schematics, redlines and other records applicable to the Subcontracted Services ("Records"). SUBCONSULTANT shall provide CONSULTANT with reasonable and prompt access to such Records, including but not limited to the right to make copies thereof.

CONSULTANT and/or CLIENT, or their designees may inspect and otherwise evaluate the Subcontracted Services, Project Site, and Records at any reasonable time and place, but such inspection or evaluation shall be for the sole benefit of CONSULTANT and CLIENT, and shall not relieve SUBCONSULTANT from its obligations under this Subcontract. Inspections performed by CONSULTANT or CLIENT shall be at the inspector's own expense. In the event that such inspection discloses a material defect, deficiency, error or omission in the Subcontracted Services, the cost of such inspection as well as the cost associated with remedying a defect or deficiency shall be borne solely by SUBCONSULTANT.

**21 . CHANGE ORDERS:** CONSULTANT may, from time to time, order modifications or changes in the scope of the Subcontracted Services ("Changes") by written change order in the form of Attachment B ("Change Order"), incorporated herein by reference. In addition, Change Orders may be requested by SUBCONSULTANT based upon material changes to the Subcontracted Services. Change Orders shall consist of additions to, deletions from or other revisions to the Subcontracted Services, including those required by modifications or change orders to the related Prime Contract. Within 10 days after the date of such Change Order or material change, and in any event prior to the commencement of such revised Subcontracted Services, SUBCONSULTANT shall notify CONSULTANT in writing if SUBCONSULTANT requests a change in the Compensation and/or Project Schedule and shall clearly state SUBCONSULTANT'S justification for the Change Order. If approved by CONSULTANT, an equitable adjustment will be made as appropriate. FAILURE OF SUBCONSULTANT TO COMPLY WITH THE REQUIREMENTS OF THIS ARTICLE SHALL CONSTITUTE A WAIVER OF SUCH CLAIM BY SUBCONSULTANT.

Failure of the parties to agree on whether the Change Order constitutes a compensable change to the Compensation and/or should result in a change in the Project Schedule shall be subject to the Disputes provisions of this Subcontract. SUBCONSULTANT shall diligently proceed with the Subcontracted Services as directed by CONSULTANT, including any directed changes or potential changes in the Subcontracted Services, pending resolution of such Dispute.



**22. SUSPENSION OF SERVICES:** CONSULTANT may, at any time, with or without cause, suspend all or any portion of the Subcontracted Services for a period of up to 90 days ("Suspended Services"). SUBCONSULTANT shall immediately stop the performance of the Suspended Services, until such time as CONSULTANT issues direction to SUBCONSULTANT to resume the Suspended Services. SUBCONSULTANT shall take such action as is reasonably necessary to protect the Suspended Services and take such additional action as directed by CONSULTANT. An equitable adjustment may be made in accordance with the Change Order procedures of this Subcontract.

**23. TERMINATION FOR CONVENIENCE:** All or part of this Subcontract may be terminated by Consultant by providing 15 days written notice, or payment in lieu in the amount equal to 15 days billings. All or part of this Subcontract may be terminated by Subconsultant by providing 15 days written notice of termination. Subconsultant may also terminate this Agreement, without notice, in the event that Consultant makes the contract impracticable to perform, including by reason of micro-management of the projects or interference with Subconsultant's role as Independent Engineer.

**24. TERMINATION FOR DEFAULT:** CONSULTANT may at any time, by written notice, terminate the whole or any part of this Subcontract for default ("Termination for Default") upon failure of SUBCONSULTANT to promptly cure such default in such time as CONSULTANT may reasonably allow. For the purposes of this Subcontract, default includes but is not limited to: (i) failure to strictly adhere to the terms and conditions of this Subcontract; (ii) failure to maintain progress so as to endanger proper performance of the Subcontracted Services; or (iii) failure to maintain adequate financial or legal capacity to properly complete the Subcontracted Services. In the event of Termination for Default, SUBCONSULTANT will be compensated for the Subcontracted Services properly performed prior to such termination for default. CONSULTANT may withhold any outstanding Compensation otherwise due to SUBCONSULTANT pending final completion and acceptance of the Subcontracted Services and an accounting of related costs. In the event that the withheld amount exceeds the damages associated with SUBCONSULTANT'S default, CONSULTANT shall promptly pay such excess funds to SUBCONSULTANT. In the event of a shortfall between such costs and any amounts due to SUBCONSULTANT, SUBCONSULTANT shall promptly pay CONSULTANT for such shortfall within 3 days of CONSULTANT'S written demand for such payment.

If, after notice of Termination for Default, it is determined for any reason that SUBCONSULTANT was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience.

**25. INSURANCE:** SUBCONSULTANT shall maintain at least the following insurance coverages, unless otherwise agreed by CONSULTANT in writing:

Commercial General Liability coverage on an occurrence basis with a per project aggregate with limits of not less than \$2,000,000 per occurrence, \$2,000,000 general aggregate. Coverage shall include premises, operations, products & completed operations, independent contractors, contractual, personal injury and broad form property damage.

Auto liability coverage in the amount of \$1,000,000 per occurrence and covering (deleted), hired and non-owned vehicles.

[Deleted]

Professional liability insurance in the amount of \$1,000,000 per claim. Professional liability must not be limited to Bodily Injury and Property Damage liability. Coverage must be maintained for a minimum of two years following completion of the Subcontracted Services.



The Commercial General Liability Policy must include endorsements adding the CONSULTANT and CLIENT as additional insured, stating coverage is primary and not contributory with any other insurance or self-insurance available to the additional insured and a waiver of subrogation in favor of CONSULTANT and CLIENT. Additional insured endorsements limiting coverage to "ongoing work" or the "sole negligence" of SUBCONSULTANT are not acceptable.

All policies must provide a 30 calendar day notice of cancellation with no exculpatory language. Policies must be written with insurance carriers authorized to do business in the state in which work is performed and must carry a minimum Best's rating of B+VII or equivalent. Prior to commencing work under this contract, certificates of insurance with original signed endorsements must be provided to CONSULTANT at the address set forth in the Notice provision.

If SUBCONSULTANT utilizes the services of lower-tier subconsultants or subcontractors, SUBCONSULTANT shall ensure such lower-tier subconsultants and subcontractors meet the insurance requirements set forth herein.

**26. INDEMNITY:** Subconsultant shall indemnify and hold harmless Consultant, and its directors, officers, agents, and employees, from and against any and all liability, loss, fines, penalties, and/or damages caused by the wrongful or negligent performance of Subconsultant's duties or obligations under this Subcontract.

**27. [Deleted]**

**28. DISPUTES:** Any dispute related to this Subcontract shall be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The panel may meet or may conduct its discussions by telephone or other electronic means. In the event that the panel is unable to reach a mutual resolution of the dispute, or has failed to convene within two weeks of the request of either party, the matter may be referred by either party to a court of appropriate jurisdiction. All communications between the parties or their representatives in connection with the attempted resolution of any dispute shall be confidential and deemed to have been delivered in furtherance of dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence whether as an admission or otherwise, in any arbitration, judicial or other proceeding for the resolution of the dispute. Pending any final judicial decision or settlement, SUBCONSULTANT shall proceed diligently with the Subcontracted Services.

**29. NOTICE:** Any notice or communication required or permitted by this Subcontract shall be deemed sufficiently given if in writing and when delivered personally or upon receipt of registered or certified mail, postage prepaid with the Canadian National Postal Service, addressed to the respective address set forth in the opening paragraph of this Subcontract or to such other address as the party to whom notice is to be given has furnished by the receiving party in writing.

**30. REMEDIES:** No remedies or rights conferred upon CONSULTANT by this Subcontract are intended to be exclusive of any remedy or right provided by law or equity, but each shall be cumulative and shall be in addition to every other remedy or right given herein or now or hereafter existing at law or in equity.

**31. CONFIDENTIAL INFORMATION:** All information and data disclosed by CONSULTANT or CLIENT or otherwise developed or obtained under this Subcontract shall be deemed to be proprietary and confidential information ("Confidential Information"). SUBCONSULTANT shall not disclose Confidential information without CONSULTANT'S written consent. Those persons under



SUBCONSULTANT'S control shall not use Confidential Information for any purpose other than for the proper performance of the Subcontracted Services. SUBCONSULTANT'S obligations under this Article shall not apply to Confidential Information that is (i) in the public domain without breach of this Subcontract; (ii) developed independently by SUBCONSULTANT; (iii) received by SUBCONSULTANT on a non-confidential basis from others who had a right to disclosure such Confidential Information; or (iv) required to be disclosed by Law, but only after actual prior written notice has been received by CONSULTANT and CONSULTANT has had a reasonable opportunity to protect disclosure of such Confidential Information. SUBCONSULTANT shall ensure that the foregoing obligations of confidentiality and use also extend and bind the employees and agents of SUBCONSULTANT and its lower-tier subconsultants and subcontractors.

**32. RIGHTS IN DATA:** SUBCONSULTANT agrees that all data and information in hard copy, electronic, or any other format, disclosed, developed or obtained under this Subcontract ("Data"), other than SUBCONSULTANT'S Confidential Information, shall be and remain the sole property of CONSULTANT. SUBCONSULTANT shall promptly deliver all Data to CONSULTANT upon CONSULTANT'S request. SUBCONSULTANT shall be fully responsible for the care and protection of the Data until such delivery. SUBCONSULTANT may retain one copy of the Data for SUBCONSULTANT'S archives subject to SUBCONSULTANT'S continued compliance with the provisions of this Article. SUBCONSULTANT agrees not to assert, or to allow persons performing under SUBCONSULTANT'S control, to assert any rights to Data or establish any claim under design, patent or copyright laws. It is expressly agreed that all copyrightable or patentable Data produced under the Subcontracted Services has been specifically commissioned by CONSULTANT, shall be considered "work for hire", and that all copyrightable and other proprietary rights therein shall vest solely in CONSULTANT. SUBCONSULTANT understands and agrees that all rights under copyright and patent laws under this Subcontract belong to CONSULTANT. SUBCONSULTANT hereby assigns any and all rights, title and interests under copyright, trademark and patent law to CONSULTANT, and agrees to assist CONSULTANT in perfecting the same at CONSULTANT'S expense. Except as otherwise provided in this Subcontract, said documents shall be delivered to CONSULTANT without additional cost to CONSULTANT. CONSULTANT shall have the unrestricted right to transfer ownership of the Data to CLIENT for CLIENT'S use and benefit.

**33. SURVIVAL OF TERMS:** Articles on Indemnity, Confidential Information and Rights in Data shall survive termination of this Subcontract.

**34. ASSIGNMENT AND SUBCONTRACTING:** SUBCONSULTANT shall not assign or subcontract this Subcontract nor any rights or obligations herein without the prior written consent of CONSULTANT. In the event this Subcontract is assigned or subcontracted by SUBCONSULTANT, SUBCONSULTANT shall remain responsible to CONSULTANT for the proper performance of SUBCONSULTANT'S obligations under this Subcontract. The terms and conditions of SUBCONSULTANT'S subcontracts or assignments under this Subcontract shall, at a minimum, require the subcontractor or assignee to fully comply with this Subcontract unless otherwise authorized in writing by CONSULTANT.

**35. AMENDMENT AND WAIVER:** This Subcontract may be amended only by a writing executed by each of the parties. No action taken pursuant to this Subcontract shall be deemed to constitute a waiver by that party of its or the other party's compliance with any representations or warranties or with any other provision of this Subcontract. No waiver by either party of a breach of any provision of this Subcontract shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by the other party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.



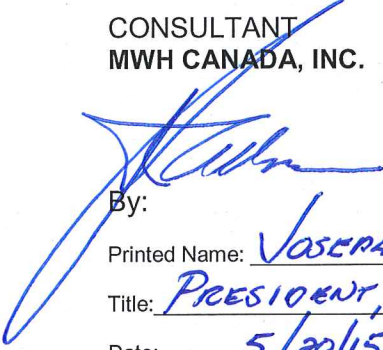
**36. SEVERABILITY:** The invalidity or unenforceability of any particular provision of this Subcontract shall not affect the other provisions, and this Subcontract shall be construed in all respects as if any invalid or unenforceable provision were omitted.


**37. GOVERNING LAW: JURISDICTION AND VENUE:** This Agreement shall be governed by the laws of British Columbia. The parties agree that any dispute regarding the Agreement shall be brought before a court of competent jurisdiction in British Columbia.

**38. ENTIRE AGREEMENT:** This Subcontract embodies the entire agreement and understanding between the parties pertaining to the subject matter of this Subcontract, and supersedes all prior agreements, understandings, negotiations, representations and discussions, whether verbal or written, of the parties, pertaining to that subject matter.

CONSULTANT  
MWH CANADA, INC.

SUBCONSULTANT  
Argirov Engineering Inc.

By:   
Printed Name: JOSEPH D. ROAMS  
Title: PRESIDENT, E&E  
Date: 5/20/15  
Tax ID: \_\_\_\_\_

By:   
Printed Name: Nik Argirov  
Title: \_\_\_\_\_  
Date: 20 May 2015  
Tax ID: \_\_\_\_\_

**Attachment B**

**CHANGE ORDER**

Subcontract No. \_\_\_\_\_

Change Order No. \_\_\_\_\_

Effective Date \_\_\_\_\_

In accordance with Article 21 of the Consulting Services Subcontract dated \_\_\_\_\_, 20\_\_ ("Subcontract") between MWH Americas, Inc. ("CONSULTANT") and \_\_\_\_\_ ("SUBCONSULTANT"), this Change Order modifies the Subcontract as follows:

- 1 . Change in Subcontracted Services:
  
- 2. Change in time of Performance (attach schedule if appropriate):
  
- 3. Change in SUBCONSULTANT'S Compensation:

All other terms and conditions remain unchanged.  
CONSULTANT  
MWH CANADA, INC.

By:  
Printed Name:  
Title: Senior VP and Canada Country Manager  
Date:

**SUBCONSULTANT**

By:  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Tax ID: \_\_\_\_\_



Attachment A

SUBCONTRACTED SERVICES

**Detailed Description of Subcontracted Services:**

1. Technical advisory service on the White River project in coordination with the MWH Project Manager Patrick Corser
2. Technical advisory services on the Powell River project in coordination with the MWH Project Manager AH Rasekh.
3. Act as Independent Engineer on the Lower Churchill project on behalf of MWH. Mr. Argirov will continue to provide Independent Engineer services in the manner previously performed by him, and in coordination with MWH PMCL/Canada Financial Manager \_\_\_\_\_{name}\_\_\_\_\_.
4. Technical advisory services on SaskPower projects in coordination with the MWH Project Manager John Young

Project Schedule:

To be determined in coordination with the project managers indicated above

Compensation:

To be determined in coordination with the project managers indicated above based on the hourly rate indicated in the contract