Exhibit 12 Site Conditions Agreement Number: CD0502-001

**EXHIBIT 12** 

**SITE CONDITIONS** 



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# 1 CONTRACTOR'S WORK AREA

#### 1.1 Site Location

The Site locations are:

- Muskrat Falls
- Churchill Falls
- Soldiers Pond

The coordinates of these Sites are indicated on the drawings provided in Exhibit 1 – Scope of Work.

## 1.2 Contractor's Laydown and Site Office Areas

Company will provide the Contractor with separate areas to install its temporary site offices and storage facilities at the three sites. The following Drawings show the details of these areas:

Churchill Falls

MFA-SN-CD-4100-CV-DD-0008-01

Muskrat Falls

LCP-SN-CD-4300-CV-DD-0001-01

Soldiers Pond

ILK-SN-CD-4500-CV-DD-0009-01

## 1.3 Work Area

The Contractor will be permitted to install its trailers, containers and other temporary buildings for its own use, within the area established for laydown and the permanent facilities. The relocation of the Contractor facilities within these areas will be subject to Company Approval with no additional cost to Company.

The area reserved as Contractor's temporary construction facilities will be cleared and graded by the Company, and handed over to Contractor for its use as required.

Contractor shall provide temporary site facilities. This includes offices, storage, lay-down area, construction power and auxiliary power supplies to temporary facilities, security, communication, water supply, etc.

Contractor's temporary site facilities shall comply with Applicable Laws.

Contractor shall be responsible for planning the most effective use of the available spaces and shall determine the layout of its temporary site facilities, site offices, access roads and security fences within its assigned area while considering the planned manpower for all its Work activities.

Contractor shall submit design drawings, site plans and specifications of camp facilities to Company for review. Contractor shall obtain Company Approval prior to making any formal arrangements.

As part of its Execution Plan, Contractor shall prepare a comprehensive temporary site facility

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plan that details all Contractor temporary site facilities which shall include the lay-down and site offices and the construction facilities for Company's review and Approval. This site facility plan shall describe onsite and offsite facilities.

This plan shall address, as a minimum, but not limited to, the following:

- a) Plot plans and building layouts, including offices, meeting rooms, site canteen shelters, lunchrooms, etc.;
- b) Construction accommodation camp layout and plot plan;
- c) Lay-down area;
- d) Material handling equipment;
- e) Workshops and site production facilities;
- f) Warehousing, material management, storage and lay down areas;
- g) Concrete batching facilities/plant (can be outsourced or subcontracted);
- h) Parking;
- i) Electricity supply within the work area and distribution including lighting;
- j) Heating, cooling and ventilation of buildings;
- Telecommunication services including telephone, LAN DATA system, computer system, construction radios, and internet;
- Water supply and distribution;
- m) Fire protection;
- n) Disposal of surface water;
- o) Site toilets;
- p) Sewage collection and disposal, sanitation and hygiene plan;
- g) Refuse handling requirements;
- r) Dust control procedure;
- s) Area housekeeping;
- t) First-aid, ambulance and medical services in accordance with Applicable Laws;
- u) Safety management system; and
- v) Emergency and evacuation plan.

All required facilities are to be ready and available in time to allow a practical start of the Work and to provide full support to scheduled Work completion.

Smoking shall not be permitted inside any building.

## 1.4 Maintenance of Work Areas

During the execution of the Work, the Contractor shall keep the Site reasonably free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or temporary works no longer required.

Unless otherwise provided elsewhere in the Agreement, the Contractor shall, throughout the construction period, maintain its work area, laydown areas and passageways in order to permit the safe movement of pedestrians and vehicles at all times.

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Company will maintain all main access roads, including occasional grading of roads, snow removal and sanding of permanent access roads to reach the ac Substations in Muskrat Falls. All maintenance and snow removal activities within the Contractor's work area, inclusive of all access roads within the laydown area and Substation areas and Contractor's temporary roads, are the Contractor's responsibility.

## 1.5 Contractor Signage

The Contractor shall be responsible for purchasing and installing on its temporary roads all traffic signs to inform road users, ensure their safety, and facilitate traffic. Traffic signs shall be consistent with Applicable Laws and to the requirements of Company.

Only standard safety bulletin boards and safety signs used to identify the Lower Churchill Project (LCP), Company, designated representatives and the Contractor, shall be allowed on the Site with prior Approval of Company. Contractor shall also be responsible for providing public advisory signage, including but not limited to signage prohibiting hunting and fishing in areas where Work shall potentially commence.

# 1.6 Clearance of Site on Completion

Upon Substantial Completion of the Work, and after receiving Company Approval, the Contractor shall clear away and remove all Contractor's Equipment, surplus material, rubbish and all Contractor's temporary work and facilities of every kind. All areas utilized shall be restored to their original condition, as handed over to the Contractor, by the Company, at the start of the Work. Contractor shall leave such part of the Site and Works clean and in a workmanlike condition to the satisfaction of Company.

# 1.7 Temporary Construction Services

The Contractor shall operate and maintain construction services on the basis of seven (7) days a week, twenty four (24) hours a day for the duration of its Agreement. At the end of the Agreement, all the facilities of construction services shall be dismantled by the Contractor and remain its property, unless otherwise indicated. Company has, at any time, the right to inspect the provisional facilities of the Contractor and require changes as it deems necessary, at the expense of the Contractor. The Contractor shall submit to Company, for Acceptance, drawings and specifications of any construction services or installations that it intends to install in its working areas twenty (20) working days before the commencement of their installation, or as Approved by Company.

# 2 SERVICES PROVIDED BY CONTRACTOR AND/OR COMPANY

## 2.1 Electrical Power Supply

For temporary construction power, Company will provide electrical primary power distribution

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extensions to the Sites at Churchill Falls, Muskrat Falls and Soldiers Pond. Details are shown on the following Drawings:

Churchill Falls
MFA-SN-CD-4100-CV-DD-0008-01
Muskrat Falls
LCP-SN-CD-4300-CV-DD-0001-01
Soldiers Pond
ILK-SN-CD-4500-CV-DD-0009-01

The total rating of transformers at each Site will be as follows:

Lay-Down area and site offices

225 kVA (120/240V)

Workshop and construction equipment:

o Churchill Falls and Soldiers Pond

225 kVA (600/347 V, 4 wire)

Muskrat Falls

300 kVA (600/347 V, 4 wire)

For clarity, Company will not be providing a construction power service at the Churchill Falls 735kV switchyard extension location. However, Contractor may wish to advance the schedule for its work to supply and install cables from the existing CF(L)Co. control building, to the new interface control building, as shown on Drawing LCP-SN-CD-4100-EL-DD-0002-01, and use this connection to supply its construction power needs, up to a maximum of 40 kVA at 600V. Company will assist Contractor in as much as possible to facilitate this process.

The energy and demand for construction power will be provided by Company at no cost to the Contractor. In case the need for construction power at any site exceeds the values provided above, Contractor shall make the necessary arrangement to supply such power without affecting Company construction power installations and at no cost to Company.

Contractor shall install circuit and branch wiring with distribution boxes located so that power and lighting is available throughout the Site by the use of construction-type power cords in accordance with the requirements of the latest revision of the Canadian Electrical Code.

Contractor shall provide adequate artificial lighting for all areas of Work when natural light is not adequate for the Work and for areas accessible to the public.

Contractor shall make all necessary arrangements for the distribution of lighting and power for the proper execution and security of the Work including temporary wiring, fittings and portable power generating units at the Site and in the lay down and offices area.

The Contractor shall demonstrate to Company that it shall not exceed a power load factor of zero point eight (0.8), at the Muskrat Falls Site, either by measurement or by the installation of adequate protective devices.

Company will make every effort to maintain an uninterrupted supply of electric power at the Churchill Falls, Muskrat Falls and Soldiers Pond Sites, but cannot guarantee that there will be no interruption during the duration of the Work. Company will not be held responsible for such interruptions, variations in voltage or frequency or damage arising thereof. The Contractor shall take the necessary measures to meet its needs in case of emergency. The Contractor shall have an emergency power supply to ensure that critical work tasks can remain operational at

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any times (i.e., dewatering systems and sedimentation ponds).

# 2.2 Lighting

The Contractor shall be responsible to provide all lighting required for its work areas. When work is done at night or when the day light is not available, the Contractor shall provide a minimum of 300 Lux, but in any case sufficient lighting for the execution of the Work in satisfactory, efficient and secure conditions. Contractor's access roads to the work areas shall have a minimum 200 Lux lighting level. All ducts and power lines for lighting and other electrical services shall be installed and maintained in a safe manner, fixed securely, and placed as far as possible from transmission cables and cables used for blasting works.

## 2.3 Potable Water

Contractor shall be responsible to provide its needs for potable water during construction.

#### 2.4 Industrial Water

The Contractor shall be responsible to provide its own supply of industrial water, either by pumping from rivers or streams or by wells. The Contractor shall make the necessary arrangements to treat water as necessary to achieve local regulatory requirements.

# 2.5 Heating

The Contractor shall be responsible for the heating of its facilities and for any other heating required for the execution of its Work.

## 2.6 Dewatering and Sediment Control

The Contractor shall provide, install and maintain its own pumping and dewatering systems in the Work areas. This includes the construction, operation and maintenance of sedimentation ponds. From the beginning of the Work the Contractor shall take the necessary measures for the control and evacuation and sediment control of any water inflow or seepage of water in its Work areas.

Contractor shall provide proper drainage for all of its construction activities. Silt-laden water is to be directed to settling ponds prior to release into water bodies or the environment. Only water with a Total Suspended Solids (TSS) of less than 30 ppm is permitted to be released to the environment.

# 2.7 Sanitary Facilities

One mobile wash car will be provided by Company at the Muskrat Falls Site. Company will provide all waste collection; all stipulated sanitary cleaning required, all associated consumables, and water supply at the Muskrat Falls Site. At all other Sites, Contractor shall be

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responsible for all waste collection and sanitary facilities required during the construction period.

# 2.8 Cleaning of Lunch Rooms and Offices

The Contractor shall be responsible for all the cleaning of its offices, lunchrooms, workshops and all other workplaces under its responsibility on a regular basis. Lunchroom shall be cleaned after each meal or break. At the Muskrat Falls Site, such services may be subcontracted by the Contractor, at its own expense, to the on-site Company's catering contractor, subject to Approval of Company.

## 2.9 Waste Management

At the Muskrat Falls Site, Company will provide trash containers to be placed at Company's Laydown Area at the Site. Company is responsible for the supply, installation, and periodic replacement of the containers as required. Company will periodically remove trash from these containers. The Contractor shall be responsible for collecting all recoverable waste refuse and packing material the Contractor generates and for disposing it at the appropriate containers (clearly identified as to its restricted content) provided by Company. If the Contractor fails to take the necessary measures to comply with and/or fulfill this obligation, Company will notify the Contractor in writing to take immediate corrective action. If the Contractor does not comply after notification by Company, Company will have these task completed and back-charge the costs to the Contractor.

At all other Sites the Contractor is responsible for waste management and disposal in accordance with the local regulations.

Hazardous chemicals shall be stored and handled in accordance with relevant standards, best practices and materials instruction manuals. Contractor shall have all Material Safety Data Sheets (MSDS) readily available.

Contractor should consider ways to minimize waste and waste disposal in development of its constructability plan. Contractor shall transport waste to the designated landfills.

#### 2.10 Medical Services

At the Muskrat Falls Site, Company will provide paramedics, nurses, fully-equipped first aid room and emergency vehicles.

At all other Sites, the Contractor shall be responsible to provide first aid facilities, emergency vehicles and qualified first aid attendants as required in accordance with Applicable Laws.

## 2.11 Security Services

At the Muskrat Falls Site, Company will maintain security services for the protection of all

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facilities and property. Regular security patrols will take place within the camp boundaries to protect its facilities, equipment and residents.

Company takes no responsibility for any loss or damage of any kind incurred by Contractor Group or Contractor's Personnel.

At all other Sites the Contractor shall be responsible for Site security.

#### 2.12 Telecommunications for Construction Phase

Telecommunication service and infrastructure to be installed by Contractor in the temporary site facilities shall comply with the following requirements:

# **Churchill Falls and Muskrat Falls Offices**

# **Data and Telephony**

Company will provide and install an Optical Distribution Frame (ODF) located at Contractor site facility and bring a fibre optic cable with connection to the public telecommunication system.

From the ODF, Contractor shall install its own telecommunication equipment and infrastructure to distribute for the various uses such as telephony and data.

Contractor shall be responsible to agree with the telecommunication provider (Bell Aliant) to get its required services (Data and Telephony).

## Radio System

Company will provide and install Radio Communication infrastructure.

Contractor shall be responsible for acquire and programming the terminal devices and accessories (Portables and mobiles radios).

#### **Mobile Communications**

Satellite phone and data, as well as Cellular services will be available in the area provided by local Telecommunication Services Provider.

Contractor shall be responsible for its own devices and services.

# **Churchill Falls and Muskrat Falls Accommodation Complex**

## Data

Company will provide and install wireless infrastructure and services located at the dorm

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buildings.

# Telephony

Company will provide and install Phone-Booths and local service. For long distance service, Contractor shall use calling card.

#### Television

Company will provide and install infrastructure and services in the dorms and common areas.

# **Soldiers Pond Offices**

Contractor shall set up with a local telecommunication company to provide all temporary installation and services for the duration of the Agreement.

#### 3 FUEL STATION AND FUEL MANAGEMENT

An agreement for fuel supply and dispensing services for the LCP has been executed with Woodward's Oil Limited and Utapan Fuels Limited, a joint venture ("Woodward's").

A fuel station for vehicles will be located at Muskrat Falls. Diesel and gasoline fuel will be available from the fuel station at Muskrat Falls for vehicles and equipment engaged for the Work at Site. At Churchill Falls and Soldier Ponds Sites Contractor is responsible for fuel arrangements.

Prices for fuel are fixed through the duration of the Work as indicated in the table below:

Price Breakdown	Fixed Price per Liter	
	Gasoline	Diesel
Base Price	\$0.9739	\$1.0339
Provincial Motive Tax (PMT)	\$0.1650	\$0.1650
Federal Excise Tax (FET)	\$0.1000	\$0.0400
Harmonized Sales Tax (HST)	\$0.1611	\$0.1611
Total with PMT, FET and HST	\$1.4000	\$1.4000

Fuel purchased from this facility for the use of the Contractor Group in the execution of the Work shall not be resold.

The Contractor shall, on a monthly basis and at the 1<sup>st</sup> of every month, submit to Woodward's its estimated fuel needs for the next six (6) months in order to ensure adequate supply.

The Contractor shall make arrangements with Woodward's for the purchase, payment and distribution of fuel at Muskrat Falls. Arrangements for fuel delivery to stationary equipment can be coordinated through a mobile dispensing service at Muskrat Falls.



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The Contractor shall be responsible to purchase fuel it may require, other than listed above, at its own costs and shall make the necessary arrangements thereto with suppliers. No price adjustments will be made by the Company for such fuel purchased by the Contractor.

During the execution of the Work, the Contractor shall be responsible for its own fuel needs. The Company assumes no liability whatsoever in respect of fuel supply and the Contractor is responsible for all costs associated with its fuel requirements.

## 4 CONCRETE SUPPLY AT MUSKRAT FALLS

One of Company's Other Contractors will install a concrete batch plant at the Muskrat Falls Site. At Contractor's sole option, concrete will be provided from this plant at a pre-determined price of \$CAD325.00/M³ delivered on the Muskrat Falls Site. However, Contractor shall remain responsible for making arrangements with and payments to Company's Other Contractor as well as ensuring quality of concrete supplied and schedule of concrete deliveries meets Contractor's construction requirements. Contractor is free to seek alternative suppliers as Approved by Company.

At all other Sites, Contractor shall be responsible for concrete supply.

## 5 ACCOMMODATIONS – SOLDIERS POND SITE

The Contractor shall be responsible to provide its own accommodations for Work at the Soldiers Pond Site for all its Personnel during the Term of the Agreement. It is the Contractor's responsibility to source local accommodations for its workforce or to construct its own. Contractor shall not be allowed to locate accommodation facilities at the Soldiers Pond Site.

An Accommodation Complex will not be provided by Company at this Site.

## 6 ACCOMMODATIONS – MUSKRAT FALLS SITE AND CHURCHILL FALLS SITE

An Accommodation Complex will be made available to the Contractor at the Muskrat Falls Site. The Accommodations Complex is located approximately ten (10) km from the Muskrat Falls Site. Company will provide room and board free of charge at the Muskrat Falls Accommodation Complex for the use by Contractor's Personnel, as Approved by Company.

An Accommodation Complex will be made available to the Contractor at the Churchill Falls Site. The Accommodations Complex is located approximately four (4) km from the Work Site. Company will provide room and board free of charge at the Churchill Falls Accommodation Complex to a maximum of one hundred and twenty (120) Contractor Personnel, as Approved by Company.

The number of employees eligible for lodging services is limited to the resources indicated in the Agreement (refer to Exhibit 2, Appendix G – Manpower Loading). The Contractor must



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submit to Company at least thirty (30) days in advance, all reasons for any forecasted increases in manpower. Company has no obligation to accept such requests; however, Company may, at its sole discretion and subject to availability, approve these forecasted increases in manpower.

Contractor Personnel will be provided with an identification card with photograph issued by Company on their first day on Site. This will then permit camp registry and room assignment, free access to the camp cafeteria and main gate ingress and egress when required.

# Rooms

The Contractor's Personnel will be housed in dormitories with rooms for single occupancy. Each dormitory is supplied with heating and indoor and outdoor lighting and is equipped with washers and dryers placed at the disposal of its occupants. The occupants may not use the washers and dryers for cleaning work clothes. Contractor is responsible for providing washers and dryers for cleaning work clothes of its Personnel.

Company provides free cable service, local phone service only in Muskrat Falls Site, internet service and a television set for each room. No private satellite television antenna is permitted. The costs of long distance telephone shall be the responsibility of each of Contractor's Personnel.

## Meals

Two (2) hot meals are served every day in the cafeteria. The cold meal for the middle of the work shift is available to the Contractor's employees during the previous meal at the cafeteria.

#### Recreation

At Muskrat Falls Site, recreation facilities will be made available to all camp residents. At Churchill Falls Site, only fitness rooms will be available.

## **Banking Service**

At Muskrat Falls Site, an ATM banking machine will be made available to the Contractor's Personnel.

At Churchill Falls Site a Credit Union ATM banking machine is located in Churchill Falls Town.

## Convenience Store

At Muskrat Falls, the Contractor's Personnel will have access to a small convenience store offering a variety of items deemed appropriate for construction Sites. The Contractor's Personnel are responsible for the cost of all purchases.

At Churchill Falls, a convenience store is located in Churchill Falls Town. The Contractor's

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Personnel are responsible for the cost of all purchases.

#### 7 DRUGS AND ALCOHOL

All Sites shall be drug and alcohol free. Every employee of the Contractor shall be drug and alcohol free while at work.

In addition, employees and Contractor shall not be permitted to possess or sell prohibited drugs or alcohol or, be in possession of any item or piece of equipment for the use of or administration of a prohibited drug at the Site.

The Company's Drug and Alcohol Policy is contained in Exhibit 11.

#### 8 PROHIBITION OF COMMERCIAL TRADE

Commercial activities are prohibited on Site.

#### 9 RESPONSIBILITY OF THE CONTRACTOR

The Contractor is responsible for any and all replacement costs of items assigned to the Contractor's Personnel during their assignment at the Sites. The Contractor is also responsible for repair or replacement resulting from damage caused by Contractor Personnel or its Subcontractor's personnel to any property owned by Company or Company's Other Contractors.

## 10 ACCESS TO WORK SITES

#### 10.1 Road

#### The Muskrat Falls

The Muskrat Falls Site is located approximately thirty (30) km from the town of Happy Valley-Goose Bay (HV-GB). The route follows the Trans Labrador Highway for approximately ten (10) km south of HV-GB and a gravel road of approximately twenty two (22) km which leads to the Accommodations Complex.

#### Churchill Falls:

The Churchill Falls Site is on the Trans Labrador Highway and is located approximately two hundred ninety three (293) km from the town of Happy Valley-Goose Bay (HV-GB).

## **Soldiers Pond:**

The Soldiers Pond Site is 1.5km from the Trans-Canada Highway and is located approximately thirty six (36) km from St. John's.



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# 10.2 Air Transportation

## Muskrat Falls:

The Muskrat Falls Site is serviced by the Happy Valley - Goose Bay airport. Air transport of passengers is provided by various commercial airlines such as:

- Air Canada
- Air Labrador
- INNU Mikun Airlines
- PAL (Provincial Airlines)
- · Etc.

## Churchill Falls:

The Churchill Falls Site is serviced by the Churchill Falls Airport and the Happy Valley - Goose Bay airport (293 km east). Air transport of passengers is provided by various commercial airlines such as:

- Air Canada
- Air Labrador
- INNU Mikun Airlines
- PAL (Provincial Airlines)
- · Etc.

#### Soldiers Pond:

The Soldiers Pond Site is serviced by the St. John's International Airport (36 km east). Air transport of passengers is provided by various commercial airlines such as:

- Air Canada
- West Jet
- Porter
- Air Labrador
- INNU Mikun Airlines
- PAL (Provincial Airlines)
- Etc.

The Contractor shall be responsible for all airline bookings for all travel needs of the Contractor's personnel.

The Contractor shall be responsible for all transportation cost and expenses of the Contractor's personnel to and from airports and other destinations, wherever they may be located, except as provided for in section 10.5.

#### 10.3 Port Facilities

#### Muskrat Falls Site:

The Happy Valley-Goose Bay and Cartwright port facilities are accessible by road to Site.

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## Churchill Falls Site:

The Happy Valley-Goose Bay and Cartwright port facilities are accessible by road to Site.

#### Soldiers Pond Site:

The Holyrood, St. John's and Bay Bulls port facilities are accessible by road to Site.

Contractor is responsible for obtaining, from the appropriate Authority, the restrictions and requirements in using those facilities and associated services.

# 10.4 Bridges/Roadways

The Contractor is responsible for completing a logistics study to determine any restrictions in shipping material and equipment to and from the Site.

# 10.5 Ground Transportation between Goose Bay Airport and the MF Accommodation Complex

An agreement for the provision of ground transportation services has been executed with Pencal Supplies Limited and SBH Enterprises Inc., a joint venture (Pencal/SBH), which will provide an airport commuter service between the Goose Bay Airport and the MF Accommodation Complex to transport all Contractor's Personnel and their personal belongings, at no cost to the Contractor.

The airport commuter service will be operated on a set schedule determined by Pencal/SBH in collaboration with Company. Contractor's Personnel are responsible to be on-board prior to the scheduled departure times from the Goose Bay Airport or the Accommodation Complex, as applicable. Contractor is responsible to transport any of its Personnel who wish to travel outside the set schedule. In the event of delays in the air transportation services referenced in Section 10.2 herein, Company will make arrangements to provide bussing for any of Contractor's Personnel who are availing of the charter service. Company will not make arrangements to provide any additional bussing service for any of Contractor's Personnel who are travelling via commercial flights, however such Contractor's Personnel are permitted to use the scheduled airport commuter service.

Contractor shall provide a weekly forecast of its anticipated number of passengers that intend to use the airport commuter service, at least seven (7) days prior to such use (or such other period as designated by Company from time time).

Contractor shall be responsible for transportation between the Goose Bay airport and the MF Site for any material, equipment, tools, or other requirements associated with the Work.

# 10.6 Ground Transportation between Local Communities and the MF Accommodation Complex

The joint venture of Pencal Supplies Limited and SBH Enterprises Inc. will provide a ground



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transportation service for local workers in the communities of Sheshatshiu, Northwest River and Happy Valley – Goose Bay. This service includes the pick-up and drop-off of Contractor's Personnel between the designated parking areas in each community and the Accommodation Complex. Contractor's Personnel may use the designated parking areas at its own risk.

This ground transportation service will be operated on a set schedule determined by Pencal/SBH in collaboration with Company. Contractor's Personnel are responsible to be on-board prior to the scheduled departure times from the designated areas in Sheshatshui, Northwest River and Happy Valley — Goose Bay or the Accommodation Complex, as applicable. Contractor is responsible to transport any of its Personnel who wish to travel outside the set schedule.

Contractor shall provide a weekly forecast of the anticipated number of passengers that intend to use this ground transportation service, at least seven (7) days prior to such use (or such other period as designated by Company from time time).

Contractor shall be responsible for transportation between Happy Valley - Goose Bay and the Site of any material, equipment, tools or other items/requirements associated with the Work.

# 10.7 Transportation between the Accommodation Complex and Work Locations

The Contractor is responsible to provide necessary transportation of the Contractor's Personnel between the Accommodation Complexes and Work locations.

## 10.8 Liability for Transportation

Company assumes no liability whatsoever in respect of air or ground transportation referenced in this Section 10.0. Contractor shall be solely responsible and liable for, and assumes all risks associated with, the transportation of all Contractor's Personnel to and from, and within, the Site. In addition, Contractor waives its right to any claim against Company for additional compensation or any extension to a date for completion of performance of any part of the Work set out in this Agreement based on, resulting from or arising out of any shortage or delay in such transportation.

#### 11 FACILITIES AND SERVICES FOR COMPANY AND COMPANY REPRESENTATIVE

Contractor is responsible for providing suitable Site offices for exclusive use of Company and Company Representative's personnel at each site; complete with all required services, cleaning and maintenance as required by Company. These offices shall be fully serviced and fitted out, well lit and ventilated, heated and air-conditioned, and capable of being made secure with lockable door. In addition, Contractor shall provide as part of its site office, a suitable meeting room.