

**Agreement
LC-PM-058**

for

Professional Services

for

Lower Churchill Project

Between

Nalcor Energy

And

SRO Consulting Services Inc.

A handwritten signature in black ink, appearing to be the initials 'CS'.

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APPENDICES:

- Appendix A** **Scope of Work and Compensation**
- Appendix B** **Scope Description**



THIS AGREEMENT made at St. John's in the Province of Newfoundland and Labrador as of the 16th day of March 2011.

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

AND **SRO CONSULTING SERVICES INC.**, a body incorporated under the laws of the Province of Newfoundland and Labrador and having its head office in the City of St. John's in the Province of Newfoundland and Labrador (hereinafter referred to as "**Consultant**") of the second part.

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

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

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

1.0 AGREEMENT DOCUMENTS

- 1.1 The below listed appendices attached hereto shall form part of this Agreement:
- (a) Appendix A Scope of Work and Compensation;
 - (b) Appendix B Scope Description
- 1.2 In case of a conflict between the main body of this Agreement, the Appendices attached hereto or other items, as referenced in Article 1.2, the order of precedence shall be:
- (a) Main body of Agreement;
 - (b) Appendices;
 - (c) Other items.

2.0 DEFINITIONS

- 2.1 "Consultant" includes the Consultant as previously designated herein and all of its employees, directors, agents, servants and sub-consultants involved in the execution of the Work.
- 2.2 "Intellectual Property" means all data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Consultant in performing this Work, including

computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising there from.

- 2.3 "Company" includes the following entities and persons individually and collectively:
- (a) Company as previously designated herein;
 - (b) Company's other Consultants; and
 - (c) the directors, officers, employees, servants, invitees and agents of all of those entities.
- 2.4 "Consequential Loss" means consequential or indirect losses and includes but is not limited to, loss or anticipated loss of profit, loss or anticipated loss of revenue, loss or anticipated loss of business opportunity or business interruption.
- 2.5 "Personnel", in relation to any person or entity, means the directors, officers, employees, non-employed representatives and agents of such person or entity;
- 2.6 "Third Parties" means all persons and entities, which are included in neither Company nor Consultant.

3.0 INTERPRETATION

- 3.1 The doctrine of contra proferentem shall not apply in the interpretation of this document(s) meaning that if there is any ambiguous language in this document it shall not be interpreted more strongly against the party who prepared or drafted the ambiguous language.
- 3.2 The words "include", "includes" and "including" as used in the Agreement are not to be construed as words of limitation.
- 3.3 Article headings are inserted herein for convenience of reference only and shall not form a part hereof for purposes of interpretation.
- 3.4 Wherever, in the Agreement, a number of days are prescribed for any purpose, unless otherwise specified, the days shall be calendar days and shall be reckoned exclusively of the first and inclusively of the last.
- 3.5 The rights and recourse of Company and Consultant contained in the Agreement are cumulative and not in the alternative unless otherwise provided. The exercise of any such rights or recourse shall not constitute a waiver or renunciation of any other rights or recourse.

4.0 SCOPE OF WORK

- 4.1 Consultant represents and warrants that it has the required skills and capacity to perform the Work as set forth in Appendix A and B, and covenants that it will perform the Work with all due diligence and in a manner which would normally be employed by a recognized professional performing work of a comparable nature.
- 4.2 Consultant shall report to and carry out the directives of the Company representative, or such other person as shall be designated by Company in writing.

- 4.3 Company shall have the right at any time to order changes in the Work or additional Work. All additional Work or changes to the Work shall be governed by the provisions of this Agreement subject to the amendment of this Agreement, if required, upon mutual agreement of the parties. No additional Work or changes in the Work shall be implemented by Consultant unless such additional Work or changes in the Work, and the associated costs, have been approved by Company in writing.
- 4.4 In no event shall Consultant utilize an agent or a sub-consultant to perform the Work without the prior written consent of Company.
- 4.5 Consultant shall not replace approved personnel without the prior written consent of Company.

5.0 DELAY

- 5.1 Where either party is aware of an event or any circumstances which are delaying or are expected to delay the performance of the Work, that party shall give written notice to the other party of the particulars of the cause and the expected length of the delay and the steps that the party intends to take to mitigate the effects of the delay.

6.0 EFFECTIVE DATE AND TERM

- 6.1 Notwithstanding the date of execution of this Agreement, this Agreement shall commence on the 21st day of April, 2011 (hereinafter called the "Effective Date") and shall expire on 20th day of April, 2012 (hereinafter called the "Expiry Date"). Agreement Term may be extended as mutually agreed in writing.

7.0 TERMINATION

- 7.1 Company shall have the right to terminate this Agreement at any time by giving Consultant fourteen (14) days' written notice prior to the date of termination of the Agreement.
- 7.2 Consultant shall have the right to terminate this Agreement at any time by giving Company fourteen (14) days' written notice prior to the date of termination of the Agreement.
- 7.3 The termination shall not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations, which may have arisen during the Term hereof.
- 7.4 Neither Party shall be liable to the other Party for any losses or damages of any kind suffered by the other Party on account of the termination.

8.0 FORCE MAJEURE

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

9.0 REMUNERATION

- 9.1 Unless otherwise stated herein, Consultant shall be paid in Canadian funds for performing the Work in accordance with the terms and conditions outlined in Appendix A – Scope of Work and Compensation and subject to the holdback provisions and setoff provisions of Article 10.
- 9.2 Company shall have no obligation to pay Consultant for any goods or services not approved by Company.
- 9.3 No overtime shall be paid for by Company unless so authorized in writing by Company.
- 9.4 Consultant shall submit one (1) original invoice accompanied by relevant supporting documentation (approved timesheets, receipts, etc.) to Company at the beginning of each month for the Work completed during the previous month. Invoices shall bear the Agreement Number and Work Task Order (WTO) numbers, where applicable. Where applicable, invoices shall be broken down by WTO number or other such detail as requested by Company.
- 9.5 Consultant shall present its invoices to Company's office at:

Nalcor Energy - Lower Churchill Project
P. O. Box 12800
500 Columbus Drive
St. John's, NL, A1B 0C9

Attention: Accounts Payable

- 9.6 Consultant's invoice shall identify separately the total amount of Goods and Services Tax or Harmonized Sales Tax ("GST/HST") applicable to the invoice value, and shall indicate on the invoice the Consultant's GST/HST Registration Number. Company will be under no obligation to pay GST/HST on invoices unless the Consultant provides its GST/HST Registration Number on the invoice. In the event Consultant does not invoice Company for GST/HST, Consultant shall indicate on the invoice the basis upon which Consultant is exempt from the obligation to collect GST/HST.
- 9.7 Within thirty (30) calendar days after receipt of such invoice, Company shall, after any appropriate adjustments and subject always to possible further verification and correction, pay Consultant for such monthly invoices.

10.0 WITHHOLDING, SETOFFS AND DEDUCTIONS

- 10.1 Company shall be entitled to withhold payment or to deduct from Consultant's compensation to the extent necessary to protect Company in respect of:
- (a) invoiced amounts reasonably disputed by Company;
 - (b) failure of Consultant to make payments promptly to sub-consultants, governing agencies, agents, or suppliers;
 - (c) liens or claims filed, or reasonable evidence indicating to Company the probability of claims or liens being filed, with respect to the Work; and
 - (d) as permitted or required by law or as expressly provided in Article 10, Article 19, Appendix A – Scope of Work and Compensation, or elsewhere in this Agreement.
- 10.2 Any indebtedness of Consultant to Company, or to a parent, subsidiary or affiliate of Company may, in the sole discretion of Company, be setoff by Company against any indebtedness of Company to Consultant hereunder.
- 10.3 Company may deduct from Consultant's compensation, the amount, if any, of Consultant's required contributions to the Workplace Health Safety and Compensation Commission (WHSCC), Canada Pension Plan and Employment Insurance Commission, where Company, in its sole discretion, determines that such amounts may be assessed against Company, and Company shall remit such amounts to the appropriate authorities on Consultant's behalf.
- 10.4 If Company is required by the Canada Customs and Revenue Agency, or if Company, in its sole discretion, determines that it is required by Canada Customs and Revenue Agency to withhold from any monies due to Consultant hereunder, any amount required under Canadian income tax legislation, then Company shall withhold such amount. Company shall not be liable for any costs or interest to Consultant as a result of withholding as specified herein

11.0 RECORDS AND ACCOUNTS OF COSTS

- 11.1 Consultant shall keep and maintain complete and accurate records of costs incurred

with respect to the Work, and maintain books and accounts in accordance with generally accepted accounting procedures, principles and practices respecting all matters pertinent to this Agreement. Company shall have the right to access and audit the aforementioned records with thirty (30) days written notice.

12.0 INDEPENDENT CONSULTANT

- 12.1 In the performance of the Work, Consultant shall operate as an independent Consultant. Nothing in this Agreement will be construed to constitute Consultant as an agent, employee, servant or sub-consultant of Company.
- 12.2 Consultant shall indemnify and hold Company harmless from all costs and expenses arising out of any claim or liability by reason that Consultant is considered an agent, servant, or employee or sub-consultant of Company.

13.0 CONFLICT OF INTEREST

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

14.0 CONFIDENTIALITY AND PRIVACY

- 14.1 Consultant shall not divulge to any person or persons any information relating to the Work, or to Company or any personal information relating to an individual, furnished to Consultant by Company or otherwise acquired by Consultant during the performance of the Work, and Consultant shall treat all such information so furnished or arising under the Agreement as confidential except as to persons specifically designated and approved by Company and except as required for the performance of the Work. Consultant shall return all such information upon termination of this Agreement. The foregoing shall not apply to any information and data which:
- (a) were in Consultant's possession prior to the invitation to commencement of the Work; or
 - (b) become published through some agency other than Consultant or become generally available to the public or are in the public domain; or
 - (c) are the same as technical information and data hereafter lawfully acquired by Consultant from third parties not connected with the Work or with the performance of the Work.
- 14.2 All publicity releases or advertising dealing with the Work shall be submitted for approval of Company prior to release to the news media.

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

15.0 COMPLIANCE WITH LAWS AND PERMITS

- 15.1 Consultant shall be required to comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect and shall ensure that its sub-consultants, employees and agents likewise comply with, observe, perform and fulfill the obligations and requirements of all federal, provincial and municipal statutes, by-laws, ordinances, regulations and orders in force and effect during the term of the Agreement.

16.0 GOVERNING LAW AND FORUM

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

17.0 LIABILITY AND INDEMNITY

- 17.1 Consultant shall be responsible for any faults or errors in the Scope of Work, provided that such faults or errors do not arise from inaccurate or defective information furnished by Company, its agents, employees or servants. Consultant shall, at its own expense, re-perform any services that Company determines, acting reasonably, are deficient, substandard, or do not meet the requirements of the task communicated by Company to Consultant.
- 17.2 Consultant shall indemnify and hold harmless Company from and against any loss or damage arising directly or indirectly from Consultant's performance, part performance or non-performance of the Work except losses or damages resulting from the act or omission of an employee, agent or representative of Company in the exercise of their duties within the scope of their employment.
- 17.3 Neither Party shall be liable under this Agreement to the other Party for any claim by the other Party in respect of Consequential Losses arising out of or in connection with the Work or any obligation pursuant to this Agreement, however caused.

17.4 The liability of one party to the other shall be limited to the value of this Agreement.

18.0 INSURANCE

18.1 Company shall carry insurance with respect to the Work consistent with its normal policies and practices and shall require its Consultants to maintain insurance, at Consultant's expense, as required by law and satisfactory to Company with respect to the performance of the Work. At a minimum the Consultant shall be required to carry the following insurance;

a. Automobile Liability Insurance for an amount not less than one million (\$1,000,000.00) dollars for any one occurrence involving bodily injury and/or property damage.

18.2 Consultant shall provide Company with proof of the insurance coverage which it is required to maintain in full force and effect during the performance of the Work.

19.0 WORKERS' COMPENSATION

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

20.0 OWNERSHIP OF WORK

20.1 All Intellectual Property, prepared or caused to be prepared by Consultant in connection with the Work shall become the property of Company and shall be delivered to Company upon completion of the Work or upon earlier termination of this Agreement. Consultant shall have the right to retain a copy of all such documents and to make use of them in the course of its general business, with Company's consent. Consultant shall not divulge, release or publish same, or any part thereof without the prior written permission of Company. Nevertheless, Consultant shall have the right to have access to all such original documents at any time during the life of the Work for purposes connected with the Work.

21.0 ASSIGNMENT AND SUCCESSORS

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

22.0 NOTICES

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

COMPANY:

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

Attention: Colleen Simpson
Email: colleensimpson@nalcorenergy.com
Phone (709) 737-1839
Fax: (709) 737-1985

CONSULTANT:

SRO Consulting Services Inc.
[REDACTED]
St. John's, Newfoundland and Labrador
[REDACTED]

Attention: Scott O'Brien
Email: sro.consulting@[REDACTED]
Phone (709) [REDACTED]

23.0 LANGUAGE

- 23.1 The language of this Agreement shall be English and all communications and dealings

under and with respect to this Agreement shall be conducted in the English language.

24.0 DUTY OF CARE

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

25.0 ENTIRETY OF AGREEMENT

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

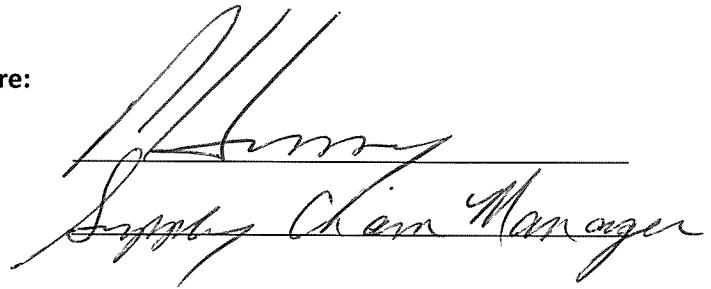
26.0 EXECUTION

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

NALCOR ENERGY

Signature:

Title:



SRO CONSULTING SERVICES INC.

Signature:

Title:

Execution Page to Agreement number LC-PM-058 dated the 16th day of March 2011 between Nalcor Energy and SRO Consulting Services Inc.



APPENDIX A**SCOPE OF WORK AND COMPENSATION**

1.0 Scope of Work:

1.1 Consultant shall provide agreed (named) personnel to perform services as detailed in the role/scope description as contained in Appendix B hereto. Agreed personnel, Job Description, Day Rate and Start and End Dates are specified in Table 1 herein.

2.0 Reporting:

2.1 Consultant is required to submit weekly timesheets in the Lower Churchill Project Timekeeping Database.

3.0 Compensation:

3.1 Company shall reimburse Consultant for all matters relating to and associated with performance of the Work. All sums, rates, prices, terms and conditions stated herein shall be deemed to include, without limitation, all Consultant's costs for all matters relating to and associated with the performance of Work. The rates and prices stated herein are **fully inclusive** of all costs and expenses incurred in connection with Consultant's performance of the Work hereunder. **Only those rates/prices specifically identified shall be paid by Company to Consultant and costs not identified are deemed to be included in the rates and prices stated herein.**

3.2 All activities performed by Consultant's corporate staff or any other corporate activities associated with the Work, or any part thereof, shall not be subject to reimbursement by Company. Such non-reimbursable costs are deemed to be included in the sums, rates, prices and conditions contained in this Appendix.

3.3 All sums, rates, prices, terms and conditions stated herein shall be deemed fully inclusive of Consultant costs associated with premiums, renewals or liabilities which Consultant is obligated to pay or bear liability for in accordance with the insurance and indemnity provisions stated in Articles of this Agreement.

3.4 Personnel

Consultant will be reimbursed for actual days worked by personnel as supported by timesheets approved by Company. Consultant shall be reimbursed at the below listed (Table 1) Rates for approved personnel.

Table 1

Name	Classification	Day Rate	Start Date	End Date
Scott O'Brien	Area Manager-Muskrat Falls Intake & Powerhouse*	\$1,365.00	21 st April 2011	20 th April 2012

*The Area Manager role designation may change but there shall be no change in the rate shown in Table 1 above.

The day rate is based on a professional working day consisting of eight (8) hours per day (usually between 8:00AM-5:00PM), including casual overtime. Prior approved overtime



worked; in excess of the professional work day, on weekends, statutory holidays, or other special work circumstances including periods of travel as decided by the Project Director, will be billed at a prorated day rate. No overtime or premium rates shall apply.

Compensation for the Site Work will be in accordance with established project policies.

3.5 Travel Expenses

Company approved travel expenses will be reimbursed at actual cost in accordance with Company’s travel and expense policies and procedures and such travel expenses shall be submitted with monthly invoicing.

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

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

Island of Newfoundland		
Breakfast	\$	12.00
Lunch	\$	16.00
Dinner	\$	24.00
Incidentals	\$	8.00
TOTAL	\$	60.00

Labrador and Other		
Breakfast	\$	13.00
Lunch	\$	17.00
Dinner	\$	25.00
Incidentals	\$	8.00
TOTAL	\$	63.00

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

When utilizing a personal/Consultant vehicle on Company approved business Consultant will be reimbursed for Company approved mileage in accordance with the current Company Mileage rate.

Current Company mileage rate: 35.57 cents per Kilometer

Per Diems for international travel will be in accordance with the Canadian Federal Treasury Board Guidelines for the relevant city/country.



3.6 Escalation

At the discretion of Company, day rates will be subject to consideration of escalation annually in accordance with the percentage of change in the 'Consumer Price Index (CPI) - All-Items, Newfoundland and Labrador' over the previous year. If Company grants escalation in a given year, it shall in no case be less than 1% or greater than 5% and shall be applied on the anniversary date of the Agreement.

APPENDIX B
SCOPE DESCRIPTION



Nalcor Energy – Lower Churchill Project

SCOPE DESCRIPTION

JOB TITLE	Area Manager – Muskrat Falls Intake and Powerhouse		
DEPARTMENT	LCP Management Team	LOCATION	St. John’s NE-LCP Offices
DIRECTION RECEIVED			
Strategic only, reporting directly to the Project Manager: Generation / Island Link.			
DIRECTION EXERCISED			
Under the authority of the Project Manager: Generation / Island Link, the incumbent will have the authority to interface directly with, and assign deliverable requirements to, the senior members of Nalcor’s Generation / Island Link project team. The incumbent will have Nalcor’s authority for interfacing with and directing the EPCM Consultant to fulfill Nalcor’s overall Project Management role.			
The <i>Area Manager – Muskrat Falls Intake and Powerhouse</i> will not initially have direct reports.			
SUMMARY OF JOB FUNCTION			
With accountability residing with the Project Manager: Generation / Island Link, the incumbent is responsible for the overall delivery, including scope, cost and schedule management, of the Muskrat Falls Intake and Powerhouse installations required for the Generation / Island Link project. Installations include:			
<ul style="list-style-type: none"> • A close coupled intake and powerhouse, including: <ul style="list-style-type: none"> • 4 intakes with gates and trash racks, • 4 concrete lined water passages, • 4 turbine/generator units at 206 MW approximately each with associated ancillary electrical/mechanical and protection/control equipment, • 5 power transformers (includes 1 spare), located on the draft tube deck of the powerhouse, • 2 overhead cranes. 			
The responsibility extends throughout all Phases of the Project. With accountability residing with the Project Manager: Generation / Island Link, the incumbent will also be the budget holder for the Muskrat Falls Intake and Powerhouse scope.			
The incumbent will provide Project execution leadership and direction throughout the development and execution phases (engineering, procurement and construction) of the Generation / Island Link project. The incumbent will be a key member of the Generation / Island Link project team and will interface extensively with the Project Manager: Generation / Island Link, as well as with the team’s senior personnel.			
The <i>Area Manager – Muskrat Falls Intake and Powerhouse</i> provides oversight and surveillance of the counterparty team employed by the EPCM Consultant, and will interface directly with the EPCM Consultant’s Project and Area Managers, in accordance with project procedures.			
PRINCIPAL ACTIVITIES, DUTIES, AND RESPONSIBILITIES			
The <i>Area Manager – Muskrat Falls Intake and Powerhouse</i> is responsible for the following:			
<ul style="list-style-type: none"> • Management and control of Muskrat Falls Intake and Powerhouse associated scope, costs and schedules. • Identification of cost and schedule drivers, and implementation of associated optimization opportunities. • Identification of Changes and subsequent management of approved Changes, in accordance with Nalcor’s protocols. • Ensuring all relevant team members are engaged and executing their tasks as required. • Communication with and provision of relevant information to Nalcor team members. • Progress measurement and achievement of milestones. • Ensuring Company’s Management System requirements, methods / tools are being employed, are effective and opportunities for improvement are identified and implemented. • Ensuring deliverables from the EPCM Consultant meet all requirements, including all engineering, procurement, commercial and environmental deliverables required to be able to place purchase orders, award contracts and commence the construction works in accordance with the project schedule. • Ensuring all associated interfaces are identified and managed. 			

- Facilitating problem resolution and has responsibility to ensure closure.
- Area Reporting – establishment of protocols and champion delivery.
- Ensures opportunities for improvement (safety, environment, cost, schedule, quality) are items of focus and vigorously championed.
- Ensuring related EPCM Consultant’s related Plan(s) meet Nalcor’s requirements.
- Ensuring compliance with commitments made in the Impact and Benefits Agreement during the planning/preparation phase and during construction.

JOB SPECIFICATIONS

EDUCATION

- Bachelor of Engineering or an equivalent combination of education, training and experience.

EXPERIENCE

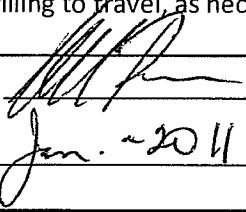
The successful **Area Manager – Muskrat Falls Intake and Powerhouse** shall possess a project management background with 15 to 20 years of project management in a senior position on major projects.

The incumbent must also be willing to adhere to Nalcor Energy’s vision and values.

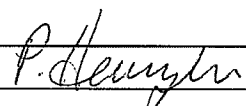
SPECIAL SKILLS, JOB REQUIREMENTS, WORKING CONDITIONS, ETC.

- Must be able to work effectively as a key member of the Owner’s team within a multi-functional team environment (matrix style organization structure).
- Excellent leadership and communication skills.
- Solution oriented.
- Must be able to work in a collaborative / supportive manner with stakeholders.
- Previous experience on a major project as an Owner’s representative using an EPCM contracting strategy preferred.
- Must be willing to travel, as necessary.

PREPARED BY



APPROVED BY



DATE

24 Jan. 2011

DATE

24 Jan 2011