Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act (Our File: TW/047/2016)

On June 14, 2016, the Department of Transportation and Works received your request for access to the following records:

I would like a copy of the road weather information services (RWIS) contact with Transportation and Works. I would like to know the cost, and term, of this service to the province (as outlined in the contract) and how much the province has spent on maintenance of RWIS.

I am pleased to inform you that a decision has been made by the Deputy Minister for Transportation and Works to provide access to some of the requested information. In particular, access is granted to the following records:

- Responsive records include contracts, cost proposals and master standing offer agreements, along with documents on the installation, reinstallation, and maintenance, of the Road Weather Information System (RWIS).

Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act (the Act):

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

As required by 8(2) of the Act, we have severed information that is unable to be disclosed and have provided you with as much information as possible.
In accordance with your request for a copy of the records, the appropriate copies have been enclosed.

Please be advised that you may appeal this decision and ask the Information and Privacy Commissioner to review the decision to provide partial access to the requested information, as set out in section 42 of the Act (a copy of this section of the Act has been enclosed for your reference). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner. Your appeal should identify your concerns with the request and why you are submitting the appeal.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner  
2 Canada Drive  
P. O. Box 13004, Stn. A  
St. John’s, NL, A1B 3V8  
Telephone: (709) 729-6309  
Toll-Free: 1-877-729-6309  
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act (a copy of this section of the Act has been enclosed for your reference).

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five business days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Completed Access to Information Requests website within one business day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned by telephone at (709) 729-5351 or by e-mail at FrankWalsh@gov.nl.ca.

Sincerely,

Frank Walsh  
ATIPP Coordinator  
Department of Transportation and Works  

Enclosures
Disclosure harmful to personal privacy

40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party's personal privacy.

(2) A disclosure of personal information is not an unreasonable invasion of a third party's personal privacy where

(a) the applicant is the individual to whom the information relates;

(b) the third party to whom the information relates has, in writing, consented to or requested the disclosure;

(c) there are compelling circumstances affecting a person’s health or safety and notice of disclosure is given in the form appropriate in the circumstances to the third party to whom the information relates;

(d) an Act or regulation of the province or of Canada authorizes the disclosure;

(e) the disclosure is for a research or statistical purpose and is in accordance with section 70;

(f) the information is about a third party's position, functions or remuneration as an officer, employee or member of a public body or as a member of a minister's staff;

(g) the disclosure reveals financial and other details of a contract to supply goods or services to a public body;

(h) the disclosure reveals the opinions or views of a third party given in the course of performing services for a public body, except where they are given in respect of another individual;

(i) public access to the information is provided under the Financial Administration Act;

(j) the information is about expenses incurred by a third party while travelling at the expense of a public body;

(k) the disclosure reveals details of a licence, permit or a similar discretionary benefit granted to a third party by a public body, not including personal information supplied in support of the application for the benefit;

(l) the disclosure reveals details of a discretionary benefit of a financial nature granted to a third party by a public body, not including

(i) personal information that is supplied in support of the application for the benefit, or
(ii) personal information that relates to eligibility for income and employment support under the Income and Employment Support Act or to the determination of income or employment support levels; or

(m) the disclosure is not contrary to the public interest as described in subsection (3) and reveals only the following personal information about a third party:

(i) attendance at or participation in a public event or activity related to a public body, including a graduation ceremony, sporting event, cultural program or club, or field trip, or

(ii) receipt of an honour or award granted by or through a public body.

(3) The disclosure of personal information under paragraph (2)(m) is an unreasonable invasion of personal privacy where the third party whom the information is about has requested that the information not be disclosed.

(4) A disclosure of personal information is presumed to be an unreasonable invasion of a third party's personal privacy where

(a) the personal information relates to a medical, psychiatric or psychological history, diagnosis, condition, treatment or evaluation;

(b) the personal information is an identifiable part of a law enforcement record, except to the extent that the disclosure is necessary to dispose of the law enforcement matter or to continue an investigation;

(c) the personal information relates to employment or educational history;

(d) the personal information was collected on a tax return or gathered for the purpose of collecting a tax;

(e) the personal information consists of an individual's bank account information or credit card information;

(f) the personal information consists of personal recommendations or evaluations, character references or personnel evaluations;

(g) the personal information consists of the third party's name where

   (i) it appears with other personal information about the third party, or

   (ii) the disclosure of the name itself would reveal personal information about the third party; or

(h) the personal information indicates the third party's racial or ethnic origin or religious or political beliefs or associations.
(5) In determining under subsections (1) and (4) whether a disclosure of personal information constitutes an unreasonable invasion of a third party's personal privacy, the head of a public body shall consider all the relevant circumstances, including whether

(a) the disclosure is desirable for the purpose of subjecting the activities of the province or a public body to public scrutiny;

(b) the disclosure is likely to promote public health and safety or the protection of the environment;

(c) the personal information is relevant to a fair determination of the applicant's rights;

(d) the disclosure will assist in researching or validating the claims, disputes or grievances of aboriginal people;

(e) the third party will be exposed unfairly to financial or other harm;

(f) the personal information has been supplied in confidence;

(g) the personal information is likely to be inaccurate or unreliable;

(h) the disclosure may unfairly damage the reputation of a person referred to in the record requested by the applicant;

(i) the personal information was originally provided to the applicant; and

(j) the information is about a deceased person and, if so, whether the length of time the person has been deceased indicates the disclosure is not an unreasonable invasion of the deceased person's personal privacy.
Access or correction complaint

42.(1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52(1) or 53(1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16(2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45(2).
Responsive records include contracts, cost proposals and master standing offer agreements, along with documents on the installation, reinstallation, and maintenance, of the Road Weather Information System (RWIS).
# Change Order

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This Change Order ("CO"), when approved and signed by both parties, is issued under and amends that certain Agreement between the parties dated June 1, 2009 ("Agreement"). Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.

## TERMS AND CONDITIONS:

The Terms and Conditions are modified as follows:

- No change

## SCOPE OF SERVICES:

The following services shall be changed, as follows ("Services"):

- The CLIENT has received a claim from one of the contractors engaged to perform winter highway maintenance in Labrador. The contract limits are from Lodge Bay to 80 kilometres south of Goose Bay and include all access/community roads in Cartwright, Charlottetown, Pinsents Arm, St. Lewis, Port Hope Simpson, Mary's Harbour, and Lodge Bay. The contract was awarded in June 2008 and ends Sept 2016. The contractor alleges the winter of 2014-15 was unusually severe (greater snow & wind) and has provided data spreadsheets as support.

Amec Foster Wheeler will deliver an analysis and commentary on the winter of 2014-2015 for the areas mentioned, referencing Environment Canada's publicly available climate data and the data spreadsheets provided by the contractor. Amec Foster Wheeler will also compare the winter of 2014-2015 to the data that would have been available to the contractor when they were bidding, namely the 30-year averages from 1971-2000 and 5-year data from 2003-2008.

## SCHEDULE:

Time to complete performance of the Services is anticipated to be two weeks.

## COMPENSATION:

The CLIENT's payment obligation under this Work Order is as follows:

- Time and Materials - The Estimated Cost for the Services is $2,096.

  Applicable billing rates are set forth as follows:

  - Meteorologist $131/hour, estimated 14 hours
  - Reviewer $131/hour, estimated 2 hours

  By their signatures below, the parties acknowledge that they shall be bound by the terms of this Work Order, including the attachments hereto, and that the undersigned are authorized to enter into this Work Order.

CLIENT: Newfoundland and Labrador Department of Transportation and Works

- Date: January 21, 2016
- By: Murray Adams
- Name: Murray Adams
- Title: Manager of Equipment Support

Amec Foster Wheeler Environment & Infrastructure, a division of Amec Foster Wheeler Americas Limited

- Date: January 21, 2016
- By: (Signature)
- Name: (Printed Name)
- Title: Manager of Equipment Support
Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 26 day of October 2015, is made by and between Amec Foster Wheeler Environment & Infrastructure, a division of Amec Foster Wheeler Americas Limited, a Canadian corporation, with an address at 133 Crosbie Road, St. John’s, NL A1B 4A5 ("Amec Foster Wheeler") and NL Department of Transportation and Public Works, a Canadian Crown corporation, with an address at PO Box 8700, St. John’s, NL A1B 4J5 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Amec Foster Wheeler to provide services in connection with:

Arnold's Cove RWIS Station Pavement Sensor Replacement

SCOPE OF SERVICES

Amec Foster Wheeler agrees to perform services in accordance with its Proposal as follows:

- Replace two pavement surface sensors and two subsurface sensors at the Arnold’s Cove RWIS station which were destroyed by milling/paving operations.
- Work will be executed prior to December 15, 2015 if weather and availability allows. A winter weather premium of $1,800 has been added to the budget to allow for the added expense and time associated with a cold weather install. If work cannot be executed prior to December 15, the project will be postponed until spring and the winter weather premium will not be charged.

CLIENT agrees that all services not expressly included are excluded from Amec Foster Wheeler's Scope of Services.

COMPENSATION (in Canadian Dollars)

Firm-fixed price: CLIENT agrees to compensate Amec Foster Wheeler on a firm-fixed price basis in the amount of: $24,277.

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

Amec Foster Wheeler will send a single invoice to CLIENT at the 100% completion milestone.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. Revised Budget for Sensor Installation
Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler’s invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler’s invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: Amec Foster Wheeler will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler’s profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by ordering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler’s reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler’s cost of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler’s compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

7. CLIENT’S RESPONSIBILITIES: CLIENT agrees to: provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services; (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler’s site offices, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface...
structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT's name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT At no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: CLIENT's sole and exclusive remedy for any alleged breach of Amec Foster Wheeler's standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENT ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS ("LIMITATION"). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) It has the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a Limitation of, and not an exoneration from, Amec Foster Wheeler's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler's percentage of fault subject to the other limitations herein.

11. INDEMNITY, CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.

12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

14. TERMINATION Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination, CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAWS/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the province of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.
16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subcontractors not retained by Amec Foster Wheeler. The presence of Amec Foster Wheeler’s representative will not relieve any such other party from its responsibility to perform its work and services in accordance with its contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler’s monitoring of the procedures of any such other party is not intended to include a review of the adequacy of its safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security on site, other than for Amec Foster Wheeler’s employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the province of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and attorneys’ fees.

18. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler’s reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler’s written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, object code, field notes and work product (or copies thereof) in any form prepared or furnished by Amec Foster Wheeler under this Agreement are instruments of service. Exclusive ownership, copyright and title to all instruments of service remain with Amec Foster Wheeler.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT utilize its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound to any terms and conditions on such purchase order or other form, regardless of reference to (e.g. on invoices) or signature upon (e.g. acknowledgement) such purchase order or other form by Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order or other form it may issue to procure Amec Foster Wheeler services, but CLIENT’s failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Amec Foster Wheeler have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: [signature]
Name: Murray Adams
Title: Manager of Equipment Support

Amec Foster Wheeler Environment & Infrastructure, a division of Amec Foster Wheeler Americas Limited

By: [signature]
Name: [signature]
Title: [signature]

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CAN PSA 1-2015
### Revised Budget for Sensor Installation

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<th>Activity</th>
<th>Notes</th>
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<td>Rental Truck</td>
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### Notes:
1. Amec Foster Wheeler charges 6% of fees to cover administrative costs
2. Work to be executed prior to December 15 if weather and availability allows
Newfoundland Labrador

Government of Newfoundland and Labrador
Department of Transportation & Works
Maintenance Division

09 06 15

AMEC Earth & Environmental
133 Crosbie Road
P.O. Box 13216
St. John's, NL
A1B 4A5

Dear [Name]

Please find enclosed two copies of the signed agreement for RWIS Consulting Services.

Hoping you will find everything in order.

Yours truly,

Dean Osmond, P. Eng.
Director of Maintenance

Encls.
AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT, made at St. John's, NL, this 7th day of June, 2009.

BETWEEN The Department of Transportation and Works
(the “Client”)

AND AMEC Earth and Environmental, a division of AMEC Americas Limited
(the “Consultant”)

WHEREAS the Consultant has agreed to maintain and operate a Road Weather Information System (RWIS) for Newfoundland and Labrador and to expand and operate the same as per the terms of this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual promises and covenants contained in this agreement, the Client and the Consultant mutually agree as follows:

DEFINITIONS

1. In this Agreement
   (a) “Proposal” means the proposal by the Consultant dated February, 2009 which is attached to and form part of this Agreement.
   (b) “Request for Proposals” means the request for proposals, Project No. 112-08 PMO for Professional Services for Road Weather Information System for the Newfoundland and Labrador Department of Transportation and Works dated January, 2009 which is attached to and forms part of this Agreement.
   (d) “Work” means the professional consulting services necessary to maintain and operate a Road Weather Information System for the Newfoundland and Labrador Department of Transportation and Works in accordance with the Request for Proposals and the Proposal.
2. The Consultant shall carry out the Work under the general direction and control of the Client.

3. The Consultant shall commence the Work on the Maintenance and Operation of a Road Weather Information System not later than June 1, 2009, and shall complete the Work not later than May 31, 2019.

4. The Consultant shall maintain and operate all existing 18 Environmental Sensor Station's equipment and software. All components of the RWIS system shall be operational and in a good state of repair on May 31, 2019.

5. The Consultant shall install, maintain, and operate 10 new RWIS stations during the course of this contract as per the work.

6. The Consultant shall use the best available methods in carrying out the Work and shall employ suitably qualified and competent personnel who will be under the supervision of a senior member of the Consultant’s staff. Where in the Proposal particular individuals have been designated to perform particular services, this Agreement is deemed to be a contract for personal performance with respect to such services and no substitution shall be made for a person so designated without the express consent of the Client.

7. Any additional work as specified in the Value Added section of the Consultant’s Proposal shall be performed at the cost specified in the Proposal. In addition, no change, addition, or deletion to the Work shall be undertaken by the Consultant unless first agreed to by the Client in writing and the cost increase or decrease, as the case may be, has been estimated and given prior written approval by the Client.
PAYMENT

8. For the satisfactory performance of the Work, the Client shall pay the Consultant for the time and costs of performing the Work, provided the consideration to the Consultant for performance of all of the Work shall not in any event exceed the sum of $4,233,503.00 for the Development of a Road Weather Information System except as modified by Clause 6, and the Consultant shall remain obligated to complete the Work, notwithstanding that the time and costs to the Consultant may exceed this sum.

9. The Consultant shall submit a monthly invoice to the Client for the costs of that part of the Work completed during the immediately preceding month. The Consultant shall submit a monthly invoice consisting of an original plus one copy.

10. Travel expenses incurred by the Consultant shall be billed by the consultant and reimbursed in accordance with the Newfoundland Treasury Board regulations/guidelines for public servants.

11. The Client, within 30 days of receipt of an invoice, shall pay to the Consultant the amount of compensation claimed by the Consultant in the monthly invoice which, in the opinion of the Client, relates to time and costs incurred in performing the Work. For the work associated with RWIS construction, installation and commissioning the Client will apply a 10% holdback which shall be retained until completion of this work to the Client’s satisfaction.

12. Notwithstanding any other provision of this Agreement, no payment will be made by the Client for the cost of work incurred to remedy errors or omissions for which the Consultant is responsible.

13. On the 1st of June each year the Consumer Price Indexing for the City of St. John’s will be applied as an adjustment to the rates as set forward in the original Proposal as referenced to earlier in paragraph 1(a).
GENERAL CONDITIONS

14. This Agreement does not represent the appointment or employment of any person as an officer, clerk, or employee of Her Majesty in Right of Newfoundland and Labrador.

15. The Client may with reasonable cause and with one year’s notice in writing to the Consultant terminate this Agreement. The Consultant shall thereupon be entitled to payment, in accordance with this Agreement, in respect of that part of the Work completed or irrevocably committed up to the date of termination, and the Consultant shall not be entitled to any other payment in respect of such termination, including any payment for any consequential loss or damage or loss of profit.

16. The study and 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 that are compiled, drawn and produced by the Consultant in performing this Agreement including computer print-outs and all copyrights thereto and all patents, trademarks, and industrial designs arriving therefrom shall be and become the property of the Client and shall be delivered to the Client upon completion of the Work or upon earlier termination of this Agreement. Specific products as paid for by the client shall become property of the client—for example, all forecasts, RWIS data, and “Blackberry” forecasts. The computer models, database, web, and forecast designs that the Consultant has and is in the process of developing for use by the Client and others are considered the intellectual property of the Consultant. The Consultant may retain and use for its own internal purposes copies of the study and related data but shall not divulge, release, or publish the same or any part thereof without the prior written permission of the Client.
17. This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, relating to the Work. In the event of any conflict between this Agreement and the Request for Proposals and the Proposal, this Agreement shall govern over the Request for Proposals, and, the Proposal and the Request for Proposals shall govern over the Proposal.

18. Any information of a character confidential to the affairs of the Client to which the Consultant becomes privy as a result of the Work to be performed under this Agreement shall be treated as confidential during as well as after performance of the Work.

19. The Client shall not be held liable for any death or injury to persons or loss or damage to property arising out of the negligent acts or omissions of the Consultant, its servants or agents, in performance of the consultants obligations under this Agreement and the Consultant shall indemnify and save harmless the Client from and against all claims, demands, losses, costs, debts, damages, expenses, actions, suits, or other proceedings and all liability related threats, howsoever arising. The Consultant shall obtain and maintain in force during the currency of this Agreement public liability and employers liability insurance adequate to its obligations under this Agreement. The Consultant’s liability to indemnify or reimburse the Client shall not limit or prejudice the Client from relying on the provisions of any applicable legislation. Notwithstanding any of the foregoing, the Consultant shall not be responsible for consequential damages and the total liability of the Consultant shall be limited to $2,000,000.

20. The Consultant, its employees, and agents shall at all times comply with all applicable laws, ordinances, statutes, rules, regulations, and orders of governmental and municipal authorities giving due regard to all business practices and local customs prevailing in the Province of Newfoundland and Labrador.

21. This Agreement shall be governed by and interpreted according to the law of Newfoundland and Labrador and all actions, suits, and proceedings arising out of
this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any applicable right of appeal.

22. Neither party shall be held responsible for the prevention of or delay in carrying out the provisions of this Agreement due to any cause, existing or future, which is beyond the reasonable control of the affected party, its employees or agents, including, acts of God, strikes, lockouts, and accidents.

23. All work performed by the Consultant shall be subject to the inspection and approval of the Client but such approval shall not relieve the Consultant of responsibility for the proper performance of the Work. The Consultant shall provide sufficient and proper facilities for such inspection and shall furnish all information concerning the Work reasonably required by the Client.

24. All notices, invoices, and communications in connection with this Agreement shall be addressed, as the case may be, as follows:

(i) Client: Mr. Dean Osmond, P. Eng.
Director of Maintenance
Maintenance Division
Department of Transportation and Works
P.O. Box 8700
St. John's, NL A1B 4J6

(ii) Consultant: AMEC Earth and Environmental,
a division of AMEC Americas Limited
133 Crosbie Road, P.O. Box 13216
St. John's, NL A1B 4A5

25. This Agreement shall be binding upon and ensure to the benefit of the parties, their respective successors and assigns, provided, however, that neither party shall assign this Agreement without the prior written approval of the other party.

26. The failure of the Client to insist upon or enforce in any instance strict performance by the Consultant of any of the terms of this Agreement or to
exercise any rights conferred by the Agreement shall not be construed as a waiver or relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

IN WITNESS WHEREOF this Agreement is signed and sealed by the parties.

Witness

[Signature]

Witness

[Signature]

Consultant

[Signature]

Deputy Minister

[Signature]
Professional Services Agreement

PARTIES
This Agreement made this 19th day of September, 2014, between:

NL Department of Transportation and Public Works
PO Box 8700
St. John's, NL A1B 4J6
Attn.: Murray Adams
hereinafter called "Client"

and

AMEC Environment & Infrastructure,
a division of AMEC Americas Limited
133 Crosbie Road
St. John's, NL A1B 4A5
Attn: s.40(1)
hereinafter called "AMEC"

PROJECT
Client engages AMEC to provide services in connection with: Grand Falls Pavement Sensor Replacement

SCOPE OF SERVICES
AMEC agrees to perform services as follows:

- Replace two pavement surface sensors and two subsurface sensors at the Grand Falls RWIS station which were destroyed by milling/paving operations.
- Lead time on the sensors is 8 – 10 weeks. AMEC will install the sensors expediently after the sensors arrive, weather permitting. If an appropriate weather window cannot be obtained in fall 2014, the installation will be delayed until spring 2015.

Client agrees that all services not expressly included are excluded from AMEC’s Scope of Services.

COMPENSATION
Firm-fixed price: Client agrees to compensate AMEC on a firm-fixed price basis in the amount of: $23,911 (plus GST)

In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS
The listed attachments form part of this Agreement:
1. Sensor Replacement Cost Breakdown

TERMS AND CONDITIONS
1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.
2. ENTIRE AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire agreement between AMEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written
instrument signed by authorized representatives of both Client and AMEC. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall AMEC be bound to any terms and conditions on such form regardless of reference to or signature. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.

3. CHANGES AND DELAYS. CLIENT acknowledges that AMEC's services do not include the review of public disclosure documents or preparing consents for regulatory filing purposes. If CLIENT requests such consents from AMEC, CLIENT acknowledges that it will be at CLIENT's cost, and CLIENT shall allow sufficient time for AMEC to perform the necessary review required for completing the consents. Work beyond the scope of services or re-doing any part of the project through no fault of AMEC, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event AMEC's work is interrupted due to delays other than delays caused by AMEC, AMEC shall be compensated equitably (based on AMEC's current Fee Schedule) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by AMEC for demobilization and subsequent remobilization. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by AMEC at the commencement of this Agreement, AMEC shall notify Client in writing of the newly discovered conditions or circumstances and the impact on the Agreement. Client and AMEC agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement.

4. PAYMENT AND SUSPENSION. Unless otherwise stated in the Proposal, invoices will be submitted by AMEC at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, all collection fees, legal fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT. IN THE EVENT CLIENT DISPUTES ALL OR PART OF AN INVOICE, CLIENT MUST ADVISE AMEC IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE. UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS. AMEC may suspend performance of services under this Agreement if: 1) CLIENT fails to make payment in accordance with the terms hereof, 2) CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) AMEC reasonably believes that CLIENT will be unable to pay AMEC in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of services. If any such suspension causes an increase in the time required for AMEC's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

5. PERMITS, UTILITIES AND ACCESS. Unless otherwise agreed in writing, the Client shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide AMEC access to the site for all equipment and personnel at no charge to AMEC; 3) make available to AMEC all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to AMEC any new information that becomes available or any changes in plans; and 4) provide AMEC with the location of all underground utilities and structures in the exploration area. While AMEC will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold AMEC harmless for any damages to any subterranean structures or any damage required for right of entry.

6. PROBABLE COSTS. AMEC does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only AMEC's judgment as a professional and are supplied only for the general guidance of the Client.

7. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the AMEC office that is
entering into this Agreement. Client hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and fees.

8. STANDARD OF CARE. In the performance of professional services, AMEC will use that level of care and skill ordinarily exercised by reputable members of AMEC's profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

9. INDEMNITY. Client agrees to defend, indemnify, protect and hold harmless AMEC and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by AMEC under this Agreement, unless such injury or loss is caused by the sole negligence of AMEC.

10. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based on contract or tort, shall be limited to the total compensation actually paid to AMEC for the services or $50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services. In addition, AMEC shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.

11. INSURANCE. AMEC will maintain insurance for this Agreement in the following types: 1) worker's compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automobile liability insurance for bodily injury and property damage.

12. RESPONSIBILITY. AMEC is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of AMEC, nor is AMEC responsible for their acts or omissions or for any damages resulting therefrom.

13. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by AMEC, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey AMEC's reports or recommendations to any person or organization other than those identified in the project description without AMEC's written authorization. Client releases AMEC from liability and agrees to defend, indemnify, protect and hold harmless AMEC from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

14. FIELD REPRESENTATION. Unless otherwise expressly agreed in writing, AMEC shall not be responsible for the safety or direction of the means and methods at the Client's site of contractors or their employees or agents that are not hired by AMEC, and the presence of AMEC at the Client's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that AMEC's services are so limited. AMEC will not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.

15. ENVIRONMENTAL LIABILITY. Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, AMEC shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

16. TERMINATION. This Agreement may be terminated by either party upon ten (10) days written notice to the other. If the event of a termination, Client shall pay for all reasonable charges for work performed
and demobilization by AMEC to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

17. ASSIGNMENT. Neither party shall assign its interest in this Agreement without the written consent of the other except that AMEC may assign its interest in the Agreement related or affiliated companies of AMEC without the consent of Client.

18. GOVERNING LAW: This Agreement is governed by the laws of the province of the AMEC office that is entering into this Agreement.

19. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:
   (a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.
   (b) Induce or attempt to induce any officer, servant or agent of any private or public body to depart from his duties to his employer nor be involved with any such arrangement.

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement.

CLIENT

By: Murray Adams
Title: Manager of Equipment Support
Date: Sept. 19, 2014

AMEC ENVIRONMENT & INFRASTRUCTURE,
A DIVISION OF AMEC AMERICAS LIMITED

By: [Redacted]
Title: [Redacted]
Date: September 19, 2014
## Sensor Replacement Cost Breakdown

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Sub-Total: $11,048 | $2,018 | $1,444 | $1,728 |

Disbursements Sub-Total: $15,051

Effort Sub-Total: $7,960

Total: $23,011
Professional Services Agreement

PARTIES
This Agreement made this 19\textsuperscript{th} day of September, 2014, between:

NL Department of Transportation and Public Works
PO Box 6700
St. John’s, NL A1B 4J6
Attn.: Murray Adams
hereinafter called “Client”

and

AMEC Environment & Infrastructure, a division of AMEC Americas Limited
133 Crosbie Road
St. John’s, NL A1B 4A5
Attn: [redacted]
hereinafter called “AMEC”

PROJECT
Client engages AMEC to provide services in connection with: Paddy’s Pond Pavement Sensor Replacement

SCOPE OF SERVICES
AMEC agrees to perform services as follows:

- Replace one pavement surface sensor at the Paddy’s Pond RWIS station which was destroyed by milling/paving operations.
- Lead time on the pavement sensor is 8 – 10 weeks. AMEC will install the sensor expeditiously after the sensor arrives, weather permitting. If an appropriate weather window cannot be obtained in fall 2014, the installation will be delayed until spring 2015.

Client agrees that all services not expressly included are excluded from AMEC’s Scope of Services.

COMPENSATION

Firm-fixed price: Client agrees to compensate AMEC on a firm-fixed price basis in the amount of: $18,208 (plus GST)

In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS
The listed attachments form part of this Agreement:
1. Sensor Replacement Cost Breakdown

TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.

2. ENTIRE AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire agreement between AMEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written
instrument signed by authorized representatives of both Client and AMEC. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall AMEC be bound to any terms and conditions on such form regardless of reference to or signature. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.

3. CHANGES AND DELAYS. CLIENT acknowledges that AMEC's services do not include the review of public disclosure documents or preparing consents for regulatory filing purposes. If CLIENT requests such consents from AMEC, CLIENT acknowledges that it will be at CLIENT's cost, and AMEC shall allow sufficient time for AMEC to perform the necessary review required for completing the consents. Work beyond the scope of services or re-doing any part of the project through no fault of AMEC, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event AMEC's work is interrupted due to delays other than delays caused by AMEC, AMEC shall be compensated equitably (based on AMEC's current Fee Schedule) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by AMEC for demobilization and subsequent remobilization. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by AMEC at the commencement of this Agreement, AMEC shall notify Client in writing of the newly discovered conditions or circumstances and the impact on the Agreement. Client and AMEC agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement.

4. PAYMENT AND SUSPENSION. Unless otherwise stated in the Proposal, Invoices will be submitted by AMEC either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT. IN THE EVENT CLIENT DISPUTES ALL OR PART OF AN INVOICE, CLIENT MUST ADVISE AMEC IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE. UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS. AMEC may suspend performance of services under this Agreement if: 1) CLIENT fails to make payment in accordance with the terms hereof, 2) CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) AMEC reasonably believes that CLIENT will be unable to pay AMEC in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of services. If any such suspension causes an increase in the time required for AMEC's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

5. PERMITS, UTILITIES AND ACCESS. Unless otherwise agreed in writing, the Client shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide AMEC access to the site for all equipment and personnel at no charge to AMEC; 3) make available to AMEC all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to AMEC any new information that becomes available or any changes in plans; and 4) provide AMEC with the location of all underground utilities and structures in the exploration area. While AMEC will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold AMEC harmless for any damages to any subterranean structures or any damage required for right of entry.

6. PROBABLE COSTS. AMEC does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only AMEC's judgment as a professional and are supplied only for the general guidance of the Client.

7. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the AMEC office that is
entering into this Agreement. Client hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and fees.

8. **STANDARD OF CARE.** In the performance of professional services, AMEC will use that level of care and skill ordinarily exercised by reputable members of AMEC’s profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.

9. **INDEMNITY.** Client agrees to defend, indemnify, protect and hold harmless AMEC and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by AMEC under this Agreement, unless such injury or loss is caused by the sole negligence of AMEC.

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to AMEC for the services or $50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services. In addition, AMEC shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.

11. **INSURANCE.** AMEC will maintain insurance for this Agreement in the following types: 1) worker’s compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automobile liability insurance for bodily injury and property damage.

12. **RESPONSIBILITY.** AMEC is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of AMEC, nor is AMEC responsible for their acts or omissions or for any damages resulting therefrom.

13. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by AMEC, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey AMEC’s reports or recommendations to any person or organization other than those identified in the project description without AMEC’s written authorization. Client releases AMEC from liability and agrees to defend, indemnify, protect and hold harmless AMEC from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

14. **FIELD REPRESENTATION.** Unless otherwise expressly agreed in writing, AMEC shall not be responsible for the safety or direction of the means and methods at the Client’s site of contractors or their employees or agents that are not hired by AMEC, and the presence of AMEC at the Client’s site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that AMEC’s services are so limited. AMEC will not assume the role of “prime contractor”, “principal contractor”, “constructor”, “controlling employer”, or their equivalents unless the scope of such services are expressly agreed in writing.

15. **ENVIRONMENTAL LIABILITY.** Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, AMEC shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

16. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed
and demobilization by AMEC to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

17. ASSIGNMENT. Neither party shall assign its interest in this Agreement without the written consent of the other except that AMEC may assign its interest in the Agreement to related or affiliated companies of AMEC without the consent of Client.

18. GOVERNING LAW: This Agreement is governed by the laws of the province of the AMEC office that is entering into this Agreement.

19. ANTI-BRIBERY: The Parties undertake to protect the standards of business practice of the other Party at all times and to act in such a way as to uphold the good name and reputation of the other Party and not to do or attempt to do any act or thing which is intended to and/or which in fact causes any damage to or brings discredit upon the other Party and, in particular, the Parties will not:

(a) Offer or give or agree to give to any director, officer, employee or agent of the other Party or any other entity any gift or consideration of any kind as an inducement or reward for doing or for forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of any contract or for showing or forbearing to show any favor or disfavor to any person in relation to any contract.

(b) Induce or attempt to induce any officer, servant or agent of any private or public body to depart from his duties to his employer nor be involved with any such arrangement.

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement.

CLIENT

By: Murray Adams
Title: Manager of Equipment Support
Date: Sept. 19, 2014

AMEC ENVIRONMENT & INFRASTRUCTURE, A DIVISION OFAMEC AMERICAS LIMITED

By: [Redacted]
Title: [Redacted]
Date: September 19, 2014
## Sensor Replacement Cost Breakdown

<table>
<thead>
<tr>
<th>Effort</th>
<th>Project Manager</th>
<th>Field Technician</th>
<th>Field Technician</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate/Hr</td>
<td>$513</td>
<td>$1,572</td>
<td>$1,572</td>
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<tr>
<td>Day Rate</td>
<td>20</td>
<td>2</td>
<td>2</td>
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</table>

<table>
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<tr>
<th>Paddy's Pond Sensor Replacement</th>
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</thead>
<tbody>
<tr>
<td>Effort</td>
</tr>
<tr>
<td>Rate/Hr</td>
</tr>
<tr>
<td>Day Rate</td>
</tr>
</tbody>
</table>

<table>
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<tr>
<th>Disbursements</th>
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<tr>
<td>Materiales</td>
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<td>Equipment</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Disbursements</th>
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</thead>
<tbody>
<tr>
<td>Paddy's Pond Sensor Replacement</td>
</tr>
<tr>
<td>Effort</td>
</tr>
<tr>
<td>$110</td>
</tr>
</tbody>
</table>

Sub-Total: $11,588
Effort Sub-Total: $6,808
Total: $18,396
December 6, 2013

Mr. Gary Gosse  
Assistant Deputy Minister  
Department of Transportation & Works  
Government of Newfoundland & Labrador  
P. O. Box 8700  
St. John's, NL A1B 4J6

Dear Mr. Gosse:

Re: Provision of RWIS environmental data to CCEEET.

AMEC Environment & Infrastructure, a division of AMEC Americas Limited, (AMEC), is pleased to provide the Department of Transportation & Works (DTW) with a proposal and cost estimate for the provision of environmental data to the Office of Climate Change, Energy Efficiency & Emissions Trading (CCEEET).

CCEEET has requested, via email, that AMEC provide a description of service and a cost estimate to supply annual updates of environmental data gathered by AMEC in fulfillment of a Road Weather Information Services (RWIS) contract between AMEC and DTW.

Scope of Work

1. AMEC will provide CCEEET with a record of the available environmental RWIS data, including all corresponding data from the commencement of data recording to present date.

2. The historical data identified in (1.) will be provided to CCEEET in January 2014.

3. Each year thereafter, until the end of the existing RWIS contract (May 31, 2019) with DTW, AMEC will provide an incremental update of the data record containing new data gathered within that year.

4. Each year following the first delivery, data will be provided to CCEEET in January and will contain the data recorded during the previous 12 months.

5. Data will be delivered to CCEEET via email and will be contained in a comma separated value (CSV) file format.

6. The following environmental parameters will be provided (where available – not all parameters are available at all stations):
   - 6.1. Daily maximum temperature
   - 6.2. Daily minimum temperature
   - 6.3. Daily mean temperature
   - 6.4. Daily maximum wind speed
   - 6.5. Daily minimum wind speed
   - 6.6. Daily mean wind speed

7. Data will be provided from the following monitoring stations. Note that the following stations were added to the system at different times so the duration of the historical data record may vary from site to site.
new sites are added to the system during the existing contract with DTW, the data from those new sites will also be provided.

7.1. Arnold's Cove
7.2. Argentia
7.3. Badger
7.4. Burgeo
7.5. Bay Roberts
7.6. Corner Brook
7.7. Churchill Falls
7.8. Cormack
7.9. Clarenville
7.10. Daniel's Harbour
7.11. Doyles
7.12. Gander
7.13. Grand Falls
7.15. Goobies
7.16. Glovertown
7.17. Goose Bay
7.18. Harbour Breton
7.19. Holyrood
7.20. Paddy's Pond
7.21. Pynn's Brook
7.22. Port aux Basques
7.23. Springdale
7.24. St. George's
7.25. St. Anthony
7.26. Trepassey
7.27. Wabush
7.28. Whitbourne
Cost Breakdown

The cost for the work described in this proposal to develop and test the software as well as to run the software annually to generate the output CSV file, is detailed in the following table. The total cost of the effort is $8,875 and will be payable in January 2014, upon receipt of invoice.

<table>
<thead>
<tr>
<th>Item</th>
<th>Effort</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database Analyst Rate:</td>
<td>$ 107.00</td>
</tr>
<tr>
<td>Hours of Effort:</td>
<td>65</td>
</tr>
<tr>
<td>Load data in consolidated database</td>
<td>6</td>
</tr>
<tr>
<td>Develop code to calculate daily parameters</td>
<td>8</td>
</tr>
<tr>
<td>Test code</td>
<td>5</td>
</tr>
<tr>
<td>Develop code to query data for specified time period</td>
<td>11</td>
</tr>
<tr>
<td>Develop code to identify new or modified sites</td>
<td>16</td>
</tr>
<tr>
<td>Test code</td>
<td>9</td>
</tr>
<tr>
<td>Generate historical data set; quality control</td>
<td>4</td>
</tr>
<tr>
<td>Run script and provide quality control on output</td>
<td>6</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td><strong>$ 6,955.00</strong></td>
</tr>
<tr>
<td>Project Manager Rate</td>
<td>$ 160.00</td>
</tr>
<tr>
<td>Hours</td>
<td>12</td>
</tr>
<tr>
<td><strong>Subtotal:</strong></td>
<td><strong>$ 1,920.00</strong></td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$ 8,875.00</strong></td>
</tr>
</tbody>
</table>

The agreed upon Terms and Conditions of the aforementioned RWIS contract between DTW and AMEC, will be applicable to the work described within this proposal.

Please call if you have any questions regarding this, or any other matter.

Sincerely

AMEC Environment and Infrastructure,
A division of AMEC Americas Limited

Prepared by

Reviewed by

CC:
<table>
<thead>
<tr>
<th>Customer Name: NL Department of Transportation &amp; Works</th>
<th>Request Number: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Name: Nain Weather Station Installation</td>
<td>Project Manager: [redacted]</td>
</tr>
<tr>
<td>Project Code: TN12117706</td>
<td>Issue Date: October 3, 2012</td>
</tr>
<tr>
<td>Request Name: Helicopter Services for Site Accessibility</td>
<td></td>
</tr>
<tr>
<td>Reason for Change - Prepared by: [redacted]</td>
<td></td>
</tr>
<tr>
<td>NL DTW has requested a fully installed weather station about 8km South-West of Nain. The proposed location is not accessible by vehicle or ATV. To install the weather station before winter, NL DTW has requested the use of a helicopter to access the site. Helicopter for site access was not included in the project scope, so AMEC must adjust the pricing to accommodate this mode of transportation.</td>
<td></td>
</tr>
<tr>
<td>Description of Change - Prepared by: [redacted]</td>
<td></td>
</tr>
<tr>
<td>AMEC will sub-contract Helicopter services to access the site. The estimated cost of the change is described below. All terms and conditions of our existing contract still apply in full.</td>
<td></td>
</tr>
<tr>
<td>Cost of Change - Prepared by: [redacted]</td>
<td></td>
</tr>
<tr>
<td>Estimated cost for Helicopter services is $18,820 and includes the following:</td>
<td></td>
</tr>
<tr>
<td>- 11 hrs of Flying Time</td>
<td></td>
</tr>
<tr>
<td>- Fuel</td>
<td></td>
</tr>
<tr>
<td>- Landing Fees</td>
<td></td>
</tr>
<tr>
<td>- Pilot per Diem for Meals (est. 3 days)</td>
<td></td>
</tr>
<tr>
<td>- Hotel (est. 2 nights)</td>
<td></td>
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<tr>
<td>Ramifications - Prepared by: [redacted]</td>
<td>none</td>
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<tr>
<td>Approved (A) / Rejected (R)</td>
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<tr>
<td>AMEC Environment &amp; Infrastructure</td>
<td>Customer Name: NL Department of Transportation &amp; Works</td>
</tr>
<tr>
<td>Name: [redacted]</td>
<td>Name: Dean Osmond</td>
</tr>
<tr>
<td>Signature: [redacted]</td>
<td>Signature: [redacted]</td>
</tr>
<tr>
<td>Date: October 3, 2012</td>
<td>Date: Oct 9/12</td>
</tr>
</tbody>
</table>
September 19, 2012

Department of Transportation & Works
P.O. Box 8700
St. John’s, NL A1B 4J6

Dear Dean:

RE: NL RWIS Third Contract Amendment Executed

Thank you very much for sending the signed amendment to our office. I have signed it also, and the original is enclosed for your records. Work has already commenced on the Nain project as outlined in the amendment. For your reference, the Nain Runway Wind Assessment will be billed as project # TN12117706 and will be managed by [redacted] s. 40(1)

I trust the above information is satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

AMEC Environment & Infrastructure
a Division of AMEC Americas Limited

[Redacted]  s. 40(1)

Enclosure
THIS AMENDMENT AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador this 19th day of September, 2012.

BETWEEN:

THE DEPARTMENT OF TRANSPORTATION & WORKS,

(hereinafter referred to as the “Client”)

OF THE FIRST PART

AND:

AMEC ENVIRONMENT & INFRASTRUCTURE, a division of AMEC Americas Limited, a body corporate registered to do business in the Province of Newfoundland and Labrador

(hereinafter referred to as the “Consultant”)

OF THE OTHER PART

WHEREAS, on June 9th, 2009, the Client and the Consultant entered into an agreement (the “Original Agreement”) in respect of the provision of weather and road weather forecasting services and the expansion of such services;

AND WHEREAS, subsequent to the Original Agreement, by agreement dated February 25th, 2010 (the “First Amendment Agreement”) and agreement dated September 15th, 2010 (the “Second Amendment Agreement”), the Parties hereto amended the Original Agreement in accordance with the terms and conditions as provided in the First Amendment Agreement and the Second Amendment Agreement (the Original Agreement, the First Amendment Agreement, and the Second Amendment Agreement taken together hereafter being referred to as the “Agreement”);

AND WHEREAS the Agreement provided the Client with the option to direct additional work: “No change, addition, or deletion to the Work shall be undertaken by the Consultant unless first agreed to by the Client in writing and the cost increase or decrease, as the case may be, has been estimated and given prior written approval by the Client.”;

AND WHEREAS the Client wishes to exercise its option to extend the Agreement to include Runway Wind Assessment within the community of Nain and the Parties are agreeable to amendment of the Agreement on the terms and conditions as set forth herein;

NOW THEREFORE THIS AMENDMENT AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt of which is acknowledged by both Parties) the Parties hereto agree as
follows:

1. The Consultant is responsible for the scope of work as outlined in the attached proposal, Appendix A. Schedule, deliverables, and cost are included in Appendix A.

2. All rates referenced in this Amendment are exclusive of HST.

3. Except insofar as is required to give effect to the amendments as provided herein, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED this 19th day of September, 2012
before me:

WITNESS

SIGNED, SEALED AND DELIVERED this 19th day of September, 2012
before me:

WITNESS
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipoffice@gov.nl.ca.
COR/2012/08715

July 13, 2012

AMEC Earth and Environmental
133 Crosbie Road
P.O. Box 13216
St. John's, NL A1B 4A5

Dear

This will acknowledge receipt of your proposal titled "Newfoundland and Labrador Transportation Runway Wind Assessment", dated June 2012 for supply, installation and operation of a weather station to capture two years of localized wind information for a runway wind assessment.

Your proposal has been accepted as submitted and by way of this letter you are requested to begin work on the project as soon as possible so as to meet the established project deadlines. Total costs for the work shall not exceed $106,830.00 + HST over the two year duration of the project as quoted in the proposal without prior written approval. This work will be carried out as an extension to our current contract for RWIS Management. Any questions related to this work should be forwarded to the undersigned.

Thank you for your interest and cooperation as we move forward with this project.

Regards,

GARY GOSSE, P.Eng.
Assistant Deputy Minister - Transportation

c. Mr. Dean Osmond P.Eng.
Mr. Kevin Antle
Professional Services Agreement

PARTIES
This Agreement made this 23rd day of March, 2012, between:

NL Department of Transportation and Works and 
AMEC Environment & Infrastructure,
a division of AMEC Americas Limited
PO Box 8700
St. John's, NL A1B 4J6
Attn.: Dean Osmond

hereinafter called "Client"

AMEC Environment & Infrastructure,
133 Crosbie Road
St. John's, NL A1B 4A5
Attn: [illegible]

hereinafter called "AMEC"

PROJECT
Client engages AMEC to provide services in connection with: Spare Equipment for Labrador camera sites

SCOPE OF SERVICES
AMEC agrees to perform services as follows:

- Procure the following equipment:
  - Four (4) Network Power Adapters & Supply USA
  - Two (2) Mono, 1536 lines res. day network cameras
  - One (1) TS-7550/TS-752 embedded computer
- Configure the equipment
- Ship the equipment to the DOT office in Goose Bay

Client agrees that all services not expressly included are excluded from AMEC's Scope of Services.

COMPENSATION

<table>
<thead>
<tr>
<th>Description</th>
<th>Qty</th>
<th>Unit</th>
<th>Supplier</th>
<th>Part #</th>
<th>Unit Price</th>
<th>Ext Price</th>
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<tbody>
<tr>
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<td>2.00</td>
<td>EA</td>
<td>Graybar Canada</td>
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<td>$1,030.08</td>
<td>$2,060.16</td>
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<td>Network Power Adapter</td>
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<td>EA</td>
<td>Graybar Canada</td>
<td>MX-NPA-PoE-SET-INT</td>
<td>$177.00</td>
<td>$708.00</td>
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<td>Embedded Computer</td>
<td>1.00</td>
<td>EA</td>
<td>Technologic Systems</td>
<td>TS-7550/TS-752/Enc</td>
<td>$387.04</td>
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<td>Shipping</td>
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<td>$472.00</td>
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<td></td>
<td></td>
<td>$4,231.36</td>
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</table>

Firm-fixed price: Client agrees to compensate AMEC on a firm-fixed price basis in the amount of: $4,231.36

In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

TERMS AND CONDITIONS
1. **AUTHORIZATION TO PROCEED.** The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.

2. **ENTIRE AGREEMENT.** This Agreement, including attachments incorporated herein by reference, represents the entire agreement between AMEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and AMEC.
3. **CHANGES AND DELAYS.** Work beyond the scope of services or re-doing any part of the project through no fault of AMEC, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event AMEC's work is interrupted due to delays other than delays caused by AMEC, AMEC shall be compensated equitably (based on AMEC's current Fee Schedule) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by AMEC for demobilization and subsequent remobilization. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by AMEC at the commencement of this Agreement, AMEC shall notify Client in writing of the newly discovered conditions or circumstances and the impact on the Agreement. Client and AMEC agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall AMEC be bound to any terms and conditions on such form regardless of reference to or signature. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.

4. **PAYMENT AND SUSPENSION.** Unless otherwise stated in the Proposal, invoices will be submitted by AMEC either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT. **IN THE EVENT CLIENT DISPUTES ALL OR PART OF AN INVOICE, CLIENT MUST ADVISE AMEC IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE. UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS.** AMEC may suspend performance of services under this Agreement if: 1) CLIENT fails to make payment in accordance with the terms hereof, 2) CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) AMEC reasonably believes that CLIENT will be unable to pay AMEC in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of services. If any such suspension causes an increase in the time required for AMEC's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise agreed in writing, the Client shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide AMEC access to the site for all equipment and personnel at no charge to AMEC; 3) make available to AMEC all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to AMEC any new information that becomes available or any changes in plans; and 4) provide AMEC with the location of all underground utilities and structures in the exploration area. While AMEC will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold AMEC harmless for any damages to any subterranean structures or any damage required for right of entry.

6. **PROBABLE COSTS.** AMEC does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only AMEC's judgment as a professional and are supplied only for the general guidance of the Client.

7. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the AMEC office that is entering into this Agreement. Client hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal, costs and fees.

8. **STANDARD OF CARE.** In the performance of professional services, AMEC will use that level of care and skill ordinarily exercised by reputable members of AMEC's profession currently practicing in the same locality under similar conditions. **NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.**

9. **INDEMNITY.** Client agrees to defend, indemnify, protect and hold harmless AMEC and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by AMEC under this Agreement, unless such injury or loss is caused by the sole negligence of AMEC.
10. LIMITATION OF LIABILITY. Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to AMEC for the services or $50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services. In addition, AMEC shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.

11. INSURANCE. AMEC will maintain insurance for this Agreement in the following types: 1) worker's compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automobile liability insurance for bodily injury and property damage.

12. RESPONSIBILITY. AMEC is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of AMEC, nor is AMEC responsible for their acts or omissions or for any damages resulting therefrom.

13. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by AMEC, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey AMEC’s reports or recommendations to any person or organization other than those identified in the project description without AMEC’s written authorization. Client releases AMEC from liability and agrees to defend, indemnify, protect and hold harmless AMEC from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

14. FIELD REPRESENTATION. Unless otherwise expressly agreed in writing, AMEC shall not be responsible for the safety or direction of the means and methods at the Client's site of contractors or their employees or agents that are not hired by AMEC, and the presence of AMEC at the Client's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that AMEC’s services are so limited. AMEC will not assume the role of “prime contractor”, “principal contractor”, “constructor”, “controlling employer”, or their equivalents unless the scope of such services is expressly agreed in writing.

15. ENVIRONMENTAL LIABILITY. Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, AMEC shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

16. TERMINATION. This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by AMEC to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

17. ASSIGNMENT. Neither party shall assign its interest in this Agreement without the written consent of the other except that AMEC may assign its interest in the Agreement to related or affiliated companies of AMEC without the consent of Client.

18. GOVERNING LAW: This Agreement is governed by the laws of the province of the AMEC office that is entering into this Agreement.

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement.

CLIENT

By: [Signature]
Title: [Title]
Date: [Date]

AMEC ENVIRONMENT & INFRASTRUCTURE,
A DIVISION OF AMEC AMERICAS LIMITED

By: [Signature]
Title: [Title]
Date: March 23, 2012
Professional Services Agreement

PARTIES
This Agreement made this 23rd day of February, 2012, between:

NL Department of Transportation & Works and AMEC Environment & Infrastructure,
a division of AMEC Americas Limited
PO Box 8700 133 Crosbie Road
St. John's, NL A1B 4J6 St. John's, NL A1B 4A5
Attn.: Dean Osmond Attn: [redacted] - s. 40(1)
hereinafter called "Client" hereinafter called "AMEC"

PROJECT
Client engages AMEC to provide services in connection with: Whitbourne Pavement Sensor Replacement

SCOPE OF SERVICES
AMEC agrees to perform services as follows:
- Replace pavement and sub-surface sensors at the Whitbourne RWIS site that were damaged during paveover milling operations.

On-site work will commence at the earliest weather-dependent opportunity, which is expected to be in March 2012. Client will be notified ASAP if schedule changes are required due to local conditions.

Client agrees that all services not expressly included are excluded from AMEC's Scope of Services.

COMPENSATION
Firm-fixed price:
Client agrees to compensate AMEC on a firm-fixed price basis in the amount of: $21,452.
A single lump sum invoice will be issued as soon as the work is 100% complete.

In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS
The listed attachments form part of this Agreement:
1. Cost Estimate

TERMS AND CONDITIONS
1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.
2. ENTIRE AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire agreement between AMEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and AMEC.
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18. GOVERNING LAW: This Agreement is governed by the laws of the province of the AMEC office that is entering into this Agreement.

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement.

CLIENT

By: [Signature]
Title: [Position]
Date: [Date]

AMEC ENVIRONMENT & INFRASTRUCTURE,
A DIVISION OF AMEC AMERICAS LIMITED

By: [Signature]
Title: [Position]
Date: [Date]
### Whitbourne Sensor Replacement Cost Estimate

#### Fees

<table>
<thead>
<tr>
<th>Task</th>
<th>Management</th>
<th>Senior Technologist (Lab)</th>
<th>Senior Technologist (Field)</th>
<th>Junior Technologist</th>
<th>Total</th>
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<tr>
<td>Coordination, Procurement, Shipping, Safety Plan</td>
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<td>$95</td>
<td>$80</td>
<td>$75</td>
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<tr>
<td>Installation &amp; Commissioning</td>
<td>$4</td>
<td>$2</td>
<td>$24</td>
<td>$24</td>
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<tr>
<td><strong>Quantity Totals</strong></td>
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<td><strong>Sub Totals</strong></td>
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<td><strong>$570</strong></td>
<td><strong>$2,890</strong></td>
<td><strong>$1,950</strong></td>
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#### Equipment

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<tr>
<th>RWIS System</th>
<th>Travel</th>
<th>Sub-Contractor</th>
<th>Equipment Rental</th>
<th>Shipping</th>
<th>Project Totals</th>
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<tbody>
<tr>
<td>Sensors (2 surfaces, 2 assemblies)</td>
<td>$8,376</td>
<td>$800</td>
<td>$1,320</td>
<td>$1,430</td>
<td>$350</td>
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<td>Epoxy, consult, etc.</td>
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<td>$1,960</td>
<td>$1,430</td>
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</tr>
<tr>
<td>Fuel</td>
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<td>$68</td>
<td>$68</td>
<td>$68</td>
<td>$68</td>
</tr>
</tbody>
</table>

#### Disbursements

- **Total**: $21,452
Professional Services Agreement

PARTIES
This Agreement made this 27th day of January, 2012, between:

NL Department of Transportation & Works and AMEC Environment & Infrastructure,
a division of AMEC Americas Limited
PO Box 8700
St. John's, NL A1B 4J6
Attn.: Dean Osmond
hereinafter called "Client"

133 Crosbie Road
St. John's, NL A1B 4A5
Attn: hereinafter called "AMEC"

PROJECT
Client engages AMEC to provide services in connection with: Labrador Cameras Re-installation

SCOPE OF SERVICES
AMEC agrees to perform services as follows:
- Repair and reprogram camera equipment for three stand-alone depot camera sites in Labrador (Crooks Lake, Cartwright Junction, and Chateau Pond).
- Send two technicians to re-install the equipment at the three sites.

On-site work will commence on January 31 and is expected to take 5 days. Client will be notified ASAP if schedule changes are required due to local conditions.

Client agrees that all services not expressly included are excluded from AMEC’s Scope of Services.

COMPENSATION
Firm-fixed price:
Client agrees to compensate AMEC on a firm-fixed price basis in the amount of: $16,981.
A single lump sum invoice will be issued as soon as the work is 100% complete.

In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS
The listed attachments form part of this Agreement:
1. Cost Estimate

TERMS AND CONDITIONS
1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.
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In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by
AMEC to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be
binding notwithstanding any termination of this Agreement.

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except that AMEC may assign its interest in the Agreement to related or affiliated companies of AMEC without
the consent of Client.

18. GOVERNING LAW: This Agreement is governed by the laws of the province of the AMEC office that is entering
into this Agreement.

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are
incorporated herein and made a part of this Agreement.

CLIENT

By: _______________________________
Title: _______________________________
Date: _______________________________

AMEC ENVIRONMENT & INFRASTRUCTURE,
A DIVISION OF AMEC AMERICAS LIMITED

By: _______________________________
Title: _______________________________
Date: _______________________________

Page 3 of 3
# Labrador Cameras Re-Installation Cost Estimate

1/25/2012 ES

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>ESTIMATED COST ($)</th>
<th>NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Repair &amp; Reprogramming</td>
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<tr>
<td>Senior Technologist</td>
<td>$893</td>
<td>$85/hour for 10 hours</td>
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<tr>
<td>Project Management</td>
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<td>Equipment &amp; Shipping</td>
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<td>$100 for the manufacturer repair, $300 in shipping</td>
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<td>Re-Installation at 3 depot sites</td>
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<td>Junior Field Technician</td>
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<td>Project Management</td>
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<tr>
<td>Flights</td>
<td>$1,610</td>
<td>Both techs fly in and out of Goose Bay</td>
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<tr>
<td>Rental Truck</td>
<td>$978</td>
<td>National Truck rental in Goose Bay</td>
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<tr>
<td>Transportation expenses</td>
<td>$207</td>
<td>Taxi to/from home airports</td>
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<tr>
<td>Hotels</td>
<td>$1,472</td>
<td>4 nights for each tech at $160/night</td>
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<tr>
<td>Meals</td>
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<td>Per diem of $53 for 5 days for each tech</td>
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<tr>
<td>Fuel</td>
<td>$610</td>
<td>1000 km @ $0.53/km</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>$16,981</strong></td>
<td>All prices are exclusive of taxes and include 5% contingency, 10% markup on expenses.</td>
</tr>
</tbody>
</table>
03 October, 2011

Department of Transportation & Works
Maintenance Division
Government of Newfoundland and Labrador
P.O. Box 8700
St. John's, NL A1B 4J6

Attention: Dean Osmond, P. Eng.

RE: Holyrood Camera Installation, Services Agreement

Dear Dean:

I have signed both copies of the Professional Services Agreement in relation to the Holyrood Camera Installation. I am returning one original for your records. We have completed the installation and we are receiving images from this camera. We will begin displaying images on our website shortly, and I will then generate a single lump sum invoice for this work, as per the enclosed agreement.

I trust the above information is satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

AMEC Earth & Environmental
a Division of AMEC Americas Limited

Enclosure
Signed Agreement
PARTIES
This Agreement made this 7th day of September, 2011, between:

NL Department of Transportation and Works and AMEC Earth & Environmental,
a division of AMEC Americas Limited
PO Box 8700
St. John’s, NL A1B 4J6
Atttn.: Dean Osmond
hereinafter called “Client”

and

AMEC Earth & Environmental,
a division of AMEC Americas Limited
133 Crosbie Road
St. John’s, NL A1B 4A5
Atttn: hereinafter called “AMEC”

PROJECT
Client engages AMEC to provide services in connection with: Installation of a camera at Holyrood RWIS site

SCOPE OF SERVICES
AMEC agrees to perform services as follows:

- Purchase an AXIS camera kit
- Install a camera on the RWIS station at Holyrood

Client agrees that all services not expressly included are excluded from AMEC’s Scope of Services.

COMPENSATION
Firm-fixed price: Client agrees to compensate AMEC on a firm-fixed price basis in the amount of: $2,831.87.

In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

TERMS AND CONDITIONS
1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.

2. ENTIRE AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire agreement between AMEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and AMEC.

3. CHANGES AND DELAYS. Work beyond the scope of services or re-doing any part of the project through no fault of AMEC, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event AMEC’s work is interrupted due to delays other than delays caused by AMEC, AMEC shall be compensated equitably (based on AMEC’s current Fee Schedule) for the additional labor or other charges associated with maintaining its work force for Client’s benefit during the delay, or at the option of the Client, for charges incurred by AMEC for demobilization and subsequent remobilization. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by AMEC at the commencement of this Agreement, AMEC shall notify Client in writing of the newly discovered conditions or circumstances and the impact on the Agreement. Client and AMEC agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall AMEC be bound to any terms and conditions on such form regardless of reference to or signature.
Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.

4. **PAYMENT AND SUSPENSION.** Unless otherwise stated in the Proposal, invoices will be submitted by AMEC either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT. **IN THE EVENT CLIENT DISPUTES ALL OR PART OF AN INVOICE, CLIENT MUST ADVISE AMEC IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE.** **UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS.** AMEC may suspend performance of services under this Agreement if: 1) CLIENT fails to make payment in accordance with the terms hereof, 2) CLIENT becomes insolvent, enters bankruptcy, receivership, or other proceeding (voluntary or involuntary), or makes an assignment for the benefit of creditors, or 3) AMEC reasonably believes that CLIENT will be unable to pay AMEC in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of services. If any such suspension causes an increase in the time required for AMEC’s performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

5. **PERMITS, UTILITIES AND ACCESS.** Unless otherwise agreed in writing, the Client shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide AMEC access to the site for all equipment and personnel at no charge to AMEC; 3) make available to AMEC all relevant information and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to AMEC any new information that becomes available or any changes in plans; and 4) provide AMEC with the location of all underground utilities and structures in the exploration area. While AMEC will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold AMEC harmless for any damages to any subterranean structures or any damage required for right of entry.

6. **PROBABLE COSTS.** AMEC does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only AMEC’s judgment as a professional and are supplied only for the general guidance of the Client.

7. **DISPUTES.** Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the AMEC office that is entering into this Agreement. Client hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and fees.

8. **STANDARD OF CARE.** In the performance of professional services, AMEC will use that level of care and skill ordinarily exercised by reputable members of AMEC’s profession currently practicing in the same locality under similar conditions. **NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IS INCLUDED OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE.**

9. **INDEMNITY.** Client agrees to defend, indemnify, protect and hold harmless AMEC and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by AMEC under this Agreement, unless such injury or loss is caused by the sole negligence of AMEC.

10. **LIMITATION OF LIABILITY.** **Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based on contract or tort, shall be limited to the total compensation actually paid to AMEC for the services or $50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services. In addition, AMEC shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.**

11. **INSURANCE.** AMEC will maintain insurance for this Agreement in the following types: 1) worker’s compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automobile liability insurance for bodily injury and property damage.

12. **RESPONSIBILITY.** AMEC is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of AMEC, nor is AMEC responsible for their acts or omissions or for any damages resulting therefrom.
13. EXCLUSIVE USE. Services provided under this Agreement, including all reports, information or recommendations prepared or issued by AMEC, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey AMEC's reports or recommendations to any person or organization other than those identified in the project description without AMEC's written authorization. Client releases AMEC from liability and agrees to defend, indemnify, protect and hold harmless AMEC from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

14. FIELD REPRESENTATION. Unless otherwise expressly agreed in writing, AMEC shall not be responsible for the safety or direction of the means and methods at the Client's site of contractors or their employees or agents that are not hired by AMEC, and the presence of AMEC at the Client's site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that AMEC's services are so limited. AMEC will not assume the role of "prime contractor", "principal contractor", "constructor", "controlling employer", or their equivalents unless the scope of such services are expressly agreed in writing.

15. ENVIRONMENTAL LIABILITY. Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, AMEC shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

16. TERMINATION. This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by AMEC to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

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18. GOVERNING LAW: This Agreement is governed by the laws of the province of the AMEC office that is entering into this Agreement.

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement.

CLIENT

By: ____________________________
Title: __________________________
Date: __________________________

AMEC EARTH & ENVIRONMENTAL,
A DIVISION OF AMEC AMERICAS LIMITED

By: ____________________________
Title: __________________________
Date: __________________________
Professional Services Agreement

PARTIES

This Agreement made this 13th day of July, 2011, between:

NL Department of Transportation & Works and AMEC Earth & Environmental,
a division of AMEC Americas Limited

PO Box 8700
St. John's, NL A1B 4J6
Attn.: Dean Osmond

hereinafter called "Client"

AMEC

AMEC

133 Crosbie Road
St. John's, NL A1B 4A5
Attn.: [Redacted]

hereinafter called "AMEC"

PROJECT

Client engages AMEC to provide services in connection with: Port Rexton Camera Installation

SCOPE OF SERVICES

AMEC agrees to perform services as follows:

- Retrieve camera kit from Clarenville depot
- Breaking, trenching, conduit installation in concrete, backfill, and cleanup between the garage/camera post
- Mount the camera on the post
- Electrical hookups: termination outside at the post and termination within building to distribution panel
- Configuration and testing of the communications to existing internet service provided by the Department

Client agrees that all services not expressly included are excluded from AMEC's Scope of Services.

COMPENSATION

Firm-fixed price: Client agrees to compensate AMEC on a firm-fixed price basis in the amount of: $28,249.

In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS

The listed attachments form part of this Agreement:

1. Port Rexton Camera Installation Quote – Revised (3 pages)

TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.

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14. FIELD REPRESENTATION. Unless otherwise expressly agreed in writing, AMEC shall not be responsible for the safety or direction of the means and methods at the Client’s site of contractors or their employees or agents that are not hired by AMEC, and the presence of AMEC at the Client’s site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that AMEC’s services are so limited. AMEC will not assume the role of “prime contractor”, “principal contractor”, “constructor”, “controlling employer”, or their equivalents unless the scope of such services are expressly agreed in writing.

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Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and make a part of this Agreement.

CLIENT

By: [Signature]
Title: [Title]
Date: [Date]

AMEC EARTH & ENVIRONMENTAL,
A DIVISION OF AMEC AMERICAS LIMITED

By: [Signature]
Title: [Title]
Date: [Date]
Please find enclosed two copies of the Professional Services Agreement for the installation of a camera at the Department’s Depot at Port Rexton in the amount of $28,249.00 + H.S.T.

Please complete and return one copy to the undersigned.

Yours truly,

[Signature]

Dean Osmond, P. Eng.
Director of Maintenance

/gv
Encls.
July 8, 2011

TAP0029 – Bonavista Peninsula Camera Kit Installation

Department of Transportation and Works
Government of Newfoundland and Labrador
PO Box 8700
St. John’s NL A1B 4J6

Dear: Dean Osmond

Re: Port Rexton Camera Installation Quote

As requested, AMEC has revised our quote to install a stand-alone highway camera in Port Rexton, NL. Two changes have been made:

1. Contingency has been built into the AMEC costs so that the project can be billed as a lump sum contract.
2. Additional details surrounding the quote from Bartlett Electrical Ltd. are provided below to justify the cost involved.

Bartlett says that he is planning to use a Rock Breaker, which is consistent with your thoughts on common practice. I have renamed this activity as “breaking” on the budget so it will not be confused with dynamite blasting. Breaking is costly because Bartlett plans to install concrete-encased conduit at a depth of 18” to comply with CSA Code. A sketch of the plan is shown in Figure 1 on the following page.

CSA Electrical Code requires underground low voltage (120-600VAC) cables to be installed at a depth of 24” under normal circumstances and 4’ if installed unprotected near a road. However, in cases like this where bedrock impedes trenching, CSA Code allows for cables to be run concrete-encased conduit at lesser depths. We are running a power and fibre communication line, and Code requires 12-18” spacing between them. Therefore, the solution that was priced includes 1” (power conduit) and 1 ¼” (communications conduit) installed at a depth of 18” and encased in concrete.

AMEC recommends that we proceed based on this CSA-compliant plan. If you would prefer that we install the conduit in cement above ground, we would need to utilize rebar in the concrete to avoid frost heave. Please let me know if you would prefer to take that approach and we will discuss the change in labour/materials costs with Bartlett.

We trust this quote is satisfactory. If you have any questions, please contact the undersigned at your convenience.

Sincerely,

AMEC Earth & Environmental,
A division of AMEC Americas Limited
133 Crosbie Road, P.O. Box 13216
St. John’s, NL A1B 4A5, Canada
Tel +1 (709) 722-7023
Fax +1 (709) 722-7353
www.amec.com
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
### Installation Cost Estimate

**Bonavista Peninsula Camera Kit**

**July 8, 2011 ES**

<table>
<thead>
<tr>
<th>Activity</th>
<th>Quoted Cost ($)</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AMEC Labour &amp; Expense</strong></td>
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<tr>
<td>AMEC Labour</td>
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<td>Project Management</td>
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<td>Per Diem Meals</td>
<td>$90</td>
<td>$45/day, 2 days</td>
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<td>Lodging</td>
<td>$150</td>
<td>$150/night, 1 nights</td>
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<td>Configuration and Testing</td>
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<td>Separate table for calculations provided earlier</td>
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<td>Health &amp; Safety Plan</td>
<td>$140</td>
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<td>Truck &amp; Gas</td>
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<td><strong>Subcontractors</strong></td>
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<td>Breaking</td>
<td>$7,674</td>
<td>Bartlett's Electrical Ltd. Trinity</td>
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<td>Trenching, Concrete, Electrical</td>
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<td>Bartlett's Electrical Ltd. Trinity</td>
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<td><strong>Total</strong></td>
<td>$26,249</td>
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</tbody>
</table>

9280 - AMEC - Set up fees

18,969 - $118.00/m for concrete conduit
TO: Government of NL  
Department of Transportation & Works  
Maintenance Division, P.O. Box 8700  
St. John's, NL, A1B 4J6  
ATTENTION: Dean Osmond

WE ARE SENDING HEREWITH THE FOLLOWING FOR ACTION AS INDICATED BY (X)

<table>
<thead>
<tr>
<th>ITEM No.</th>
<th>DOCUMENT NUMBER</th>
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<td>Signed PSA for the installation of a camera at the depot depot at Port Rexton</td>
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REMARKS

NOTES TO RECIPIENT: PLEASE RETURN BLUE ACKNOWLEDGMENT COPY SIGNED AND DATED.

SIGNED ____________________________ DATED ________________ BY ____________________________

VERY TRULY YOURS
AMEC Earth & Environmental
04 May, 2011

Department of Transportation & Works
Maintenance Division
Government of Newfoundland and Labrador
P.O. Box 8700
St. John's, NL A1B 4J6

Attention: Dean Osmond, P. Eng.

RE: Summer Forecasting Services Agreement

Dear Dean:

We have signed both copies of the Professional Services Agreement in relation to Summer Forecasting Services. I am returning one original for your records. Services started on May 1, as expected. We did not receive any calls during the first few days of service, but I expect that will pick up as the summer goes on. If you receive any feedback from your personnel about the outlook email or the phone service, please feel free to forward it to me so that I can ensure that we are meeting your needs.

I trust the above information is satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

AMEC Earth & Environmental
a Division of AMEC Americas Limited

Enclosure
Signed Agreement

AMEC Earth & Environmental,
a Division of AMEC Americas Limited
133 Crosbie Road
St. John's, NL
Canada A1B 4A5

s. 40(1)
Professional Services Agreement

PARTIES
This Agreement made this 1st day of February, 2011, between:

Department of Transportation & Works
P.O. Box 8700
St. John's, NL A1B 4J6
Attn.: Dean Osmond
hereinafter called "Client"

AMEC Earth & Environmental,
a division of AMEC Americas Limited
133 Crosbie Road
St. John's, NL A1B 4A5
Attn: [Redacted]  s.40(1)
hereinafter called "AMEC"

PROJECT
Client engages AMEC to provide services in connection with: Summer Forecasting Services

SCOPE OF SERVICES
AMEC agrees to perform services as follows:

The AMEC Weather Office will support summer line painting crews by providing 24/7 phone consultation service for Department staff utilizing the same call-in numbers that they use over the winter: 1-800-968-2044 and 709-739-7775. Meteorologists will answer questions regarding precipitation in Newfoundland and Labrador, focusing on timing and amounts for precipitation events. Other atmospheric parameters such as wind and temperature may also be discussed.

AMEC will issue a weekly outlook email summarizing the expected weather for Newfoundland & Labrador. The email will be in text format, focusing on precipitation timing and amounts for the first 48 hours, then becoming more generalized without use of numerics for the remaining 5 days. See example attached. The email will be sent every Sunday by noon. The Department will provide a distribution list for the outlook email, notifying weather@amec.com of any changes. Accuracy will be highest for the first 48 hours. The email should be utilized as a long-term planning guideline only—staff is expected to call the weather office prior to painting operations to confirm the short-term forecast.

This service will be offered May through September, beginning in summer 2011 and continuing annually through 2018.

Client agrees that all services not expressly included are excluded from AMEC’s Scope of Services.

COMPENSATION

Firm-fixed price: Client agrees to compensate AMEC on a firm-fixed price basis in the amount of:

$850/month for phone consultations
$450/month for a weekly outlook email

Annual cost for services from May through September (5 months): $6,500

Cost is subject to an adjustment based on the Consumer Price Indexing for the City of St. John’s, applied annually beginning May 1, 2012. In addition to the Agreement amount, Client assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS
The listed attachments form part of this Agreement:
1. Example of a weekly outlook email
TERMS AND CONDITIONS

1. AUTHORIZATION TO PROCEED. The signing of this Agreement by the Client and AMEC will serve as written authorization for AMEC to proceed with the services called for in this Agreement.

2. ENTIRE AGREEMENT. This Agreement, including attachments incorporated herein by reference, represents the entire agreement between AMEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be altered only by written instrument signed by authorized representatives of both Client and AMEC.

3. CHANGES AND DELAYS. Work beyond the scope of services or re-doing any part of the project through no fault of AMEC, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement. In the event AMEC's work is interrupted due to delays other than delays caused by AMEC, AMEC shall be compensated equitably (based on AMEC's current Fee Schedule) for the additional labor or other charges associated with maintaining its work force for Client's benefit during the delay, or at the option of the Client, for charges incurred by AMEC for demobilization and subsequent remobilization. If, during the course of performance of this Agreement, conditions or circumstances are discovered which were not contemplated by AMEC at the commencement of this Agreement, AMEC shall notify Client in writing of the newly discovered conditions or circumstances and the impact on the Agreement. Client and AMEC agree to negotiate in good faith any changes to the price, terms and conditions or schedule of this Agreement. Client acknowledges and agrees that its use of any purchase order or other form to procure services is solely for administrative purposes and in no event shall AMEC be bound to any terms and conditions on such form regardless of reference to or signature. Client shall endeavor to reference this Agreement on any purchase order (or any other form), but Client's failure to do so shall not operate to modify this Agreement.

4. PAYMENT AND SUSPENSION. Unless otherwise stated in the Proposal, invoices will be submitted by AMEC either at the completion of the work or on a monthly basis and will be due and payable on the invoice date. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late fee of one and one-half percent (1.5%) per month computed at 31 days from the date of invoice. In addition, any collection fees, legal fees, court costs, and other related expenses incurred by AMEC in the collection of delinquent invoice amounts shall be paid by CLIENT. IN THE EVENT CLIENT DISPUTES ALL OR PART OF AN INVOICE, CLIENT MUST ADVISE AMEC IN WRITING WITHIN FIFTEEN (15) DAYS FROM INVOICE DATE. UNDISPUTED PORTIONS ARE SUBJECT TO PAYMENT WITHIN THIRTY (30) DAYS. AMEC may suspend performance of services under this Agreement if: 1) CLIENT fails to make payment in accordance with the terms hereof, 2) CLIENT becomes insolvent, enters bankruptcy, receivership, or other like proceeding (voluntary or involuntary) or makes an assignment for the benefit of creditors, or 3) AMEC reasonably believes that CLIENT will be unable to pay AMEC in accordance with the terms hereof and notifies CLIENT in writing prior to such suspension of services. If any such suspension causes an increase in the time required for AMEC's performance, the performance schedule and/or period for performance shall be extended for a period of time equal to the suspension period.

5. PERMITS, UTILITIES AND ACCESS. Unless otherwise agreed in writing, the Client shall: 1) apply for and obtain all required permits and licenses; 2) make all necessary arrangements for right of entry to provide AMEC access to the site for all equipment and personnel at no charge to AMEC; 3) make all equipment and documents under its control regarding past, present and proposed conditions of the site, including but not limited to plot plans, topographic studies, hydrologic data and previous soil and geologic data including borings, field or laboratory tests and written reports and shall immediately transmit to AMEC any new information that becomes available or any changes in plans; and 4) provide AMEC with the location of all underground utilities and structures in the exploration area. While AMEC will take all reasonable precautions to minimize any damage to the property, the Client agrees to hold AMEC harmless for any damages to any subterranean structures or any damage required for right of entry.

6. PROBABLE COSTS. AMEC does not guarantee the accuracy of probable costs for providing services hereunder. Such probable costs represent only AMEC's judgment as a professional and are supplied only for the general guidance of the Client.

7. DISPUTES. Any dispute arising hereunder shall first be resolved by taking the following steps, where a successive step is taken if the issue is not resolved at the preceding step: 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the jurisdiction of the AMEC office that is entering into this Agreement. Client hereby waives the right to trial by jury for any disputes arising out of this Agreement. Except as otherwise provided herein, each party shall be responsible for its own legal costs and fees.

8. STANDARD OF CARE. In the performance of professional services, AMEC will use that level of care and skill ordinarily exercised by reputable members of AMEC's profession currently practicing in the same locality under similar conditions. NO OTHER REPRESENTATION, GUARANTEE, OH WARRANTY, EXPRESS OR IMPLIED, IS
9. **INDEMNITY.** Client agrees to defend, indemnify, protect and hold harmless AMEC and its officers, directors and employees from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly to any party, as a result of the services provided by AMEC under this Agreement, unless such injury or loss is caused by the sole negligence of AMEC.

10. **LIMITATION OF LIABILITY.** Notwithstanding any other provision of this Agreement, the total liability of AMEC, its officers, directors and employees for liabilities, claims, judgments, demands and causes of action arising under or related to this Agreement, whether based in contract or tort, shall be limited to the total compensation actually paid to AMEC for the services or $50,000, whichever is less. All claims by Client shall be deemed relinquished unless filed within one (1) year after substantial completion of the services. In addition, AMEC shall not be liable for consequential, incidental or indirect damages as a result of the performance of this Agreement.

11. **INSURANCE.** AMEC will maintain insurance for this Agreement in the following types: 1) worker’s compensation insurance at statutorily required levels, 2) comprehensive general liability insurance and 3) automobile liability insurance for bodily injury and property damage.

12. **RESPONSIBILITY.** AMEC is not responsible for the completion or quality of work that is dependent upon or performed by the Client or third parties not under the direct control of AMEC, nor is AMEC responsible for their acts or omissions or for any damages resulting therefrom.

13. **EXCLUSIVE USE.** Services provided under this Agreement, including all reports, information or recommendations prepared or issued by AMEC, are for the exclusive use of the Client for the project specified. No other use is authorized under this Agreement. Client will not distribute or convey AMEC’s reports or recommendations to any person or organization other than those identified in the project description without AMEC’s written authorization. Client releases AMEC from liability and agrees to defend, indemnify, protect and hold harmless AMEC from any and all claims, liabilities, damages or expenses arising, in whole or in part, from such unauthorized distribution.

14. **FIELD REPRESENTATION.** Unless otherwise expressly agreed in writing, AMEC shall not be responsible for the safety or direction of the means and methods at the Client’s site of contractors or their employees or agents that are not hired by AMEC, and the presence of AMEC at the Client’s site will not relieve the contractor of its responsibilities for performing the work in accordance with applicable regulations, or in accordance with project plans and specifications. If necessary, Client will advise any contractors that AMEC’s services are so limited. AMEC will not assume the role of “prime contractor”, “principal contractor”, “constructor”, “controlling employer”, or their equivalents unless the scope of such services are expressly agreed in writing.

15. **ENVIRONMENTAL LIABILITY.** Client has and shall retain all responsibility and liability for the environmental conditions on the site. All non-consumed samples shall remain the property of the Client, and Client shall be responsible for and promptly pay for the removal and lawful disposal of samples, cuttings and hazardous materials, unless otherwise agreed in writing. If appropriate, AMEC shall preserve samples obtained for the project for not longer than 30 days after the issuance of any document that includes the data obtained from those samples.

16. **TERMINATION.** This Agreement may be terminated by either party upon ten (10) days written notice to the other. In the event of a termination, Client shall pay for all reasonable charges for work performed and demobilization by AMEC to date of notice of termination. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

17. **ASSIGNMENT.** Neither party shall assign its interest in this Agreement without the written consent of the other except that AMEC may assign its interest in the Agreement to related or affiliated companies of AMEC without the consent of Client.

18. **GOVERNING LAW:** This Agreement is governed by the laws of the province of the AMEC office that is entering into this Agreement.

Client and AMEC acknowledge that each has read and agrees to these Terms and Conditions, which are incorporated herein and made a part of this Agreement.

**CLIENT**

**AMEC EARTH & ENVIRONMENTAL,**

A DIVISION OF AMEC AMERICAS LIMITED

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**BY:**

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<th>Deputy Minister</th>
<th>May 4, 2011</th>
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**Title:**

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To: Department Distribution List
From: weather@amec.com
Subject: Weekly Weather Outlook
Date: Sunday, May 1, 2000

Monday, May 2: Tomorrow, a low passes over the region, with periods of rain developing across the Province. Precipitation begins in the early morning for Labrador West and Western Newfoundland, spreading to Coastal Labrador midday and pushing into Eastern Newfoundland later in the afternoon. Western portions of the Island can expect 25 to 35 mm while Central and Eastern Newfoundland can expect 10 to 20 mm. Labrador can expect this system to bring 30 to 50 mm of rain, with the highest amounts expected along the Southeast Coast.

Tuesday, May 3: Rain will continue for Labrador and the Northern Peninsula of Newfoundland on Sunday, with amounts generally 15 to 25 mm. Rain will taper off early in the evening as the low begins to retreat east, with a few lingering showers expected into the night. Showers are expected across the remainder of the Island on Sunday morning, becoming scattered in the afternoon over the Avalon and Northeast coast while completely ending elsewhere. Amounts for Central and Eastern Newfoundland are not expected to exceed 5 mm.

Wednesday, May 4: Generally cloudy skies expected across the province as a low continues to retreat east. Skies clear in Labrador in the afternoon as high pressure moves in from the west.

Thursday, May 5: Fair skies expected across Newfoundland and Labrador under a ridge of high pressure.

Friday, May 6: Scattered showers expected for the Burin Peninsula as a low passes south of the Province. Another low well north of Labrador should generate some shower activity in northern portions of Labrador. Elsewhere, mainly cloudy skies expected, with a chance of early morning showers over the Avalon.

Saturday, May 7: Showers and periods of rain develop over coastal Labrador due to a low pressure system. Sun and cloud expected over the remainder of the province.

Sunday, May 8: Fair skies expected across Newfoundland and Labrador under a ridge of high pressure.
September 15, 2010

Department of Transportation & Works
P.O. Box 8700
St. John's, NL A1B 4J6

Dear Dean:

RE: NL RWIS Second Contract Amendment Executed

Thank you very much for sending the signed amendment to our office. Shawn has now signed it also, and the original is enclosed for your records. Work has already commenced on the projects as outlined in the amendment.

For your reference, the Wreckhouse sign installation will be billed as project # TA1017786 and the Bonavista Peninsula Camera Kit preparation will be billed as project # TA1017787.

I trust the above information is satisfactory. If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

AMEC Earth & Environmental
a Division of AMEC Americas Limited

Enclosure
THIS AMENDMENT AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador this 10th day of September, 2010.

BETWEEN: THE DEPARTMENT OF TRANSPORTATION & WORKS, (hereinafter referred to as the “Client”)

OF THE FIRST PART

AND: AMEC EARTH AND ENVIRONMENTAL, a division of AMEC Americas Limited, a body corporate registered to do business in the Province of Newfoundland and Labrador (hereinafter referred to as the “Consultant”)

OF THE OTHER PART

WHEREAS, on June 9th, 2009, the Client and the Consultant entered into an agreement (the “Original Agreement”) in respect of the provision of weather and road weather forecasting services and the expansion of such services;

AND WHEREAS, subsequent to the Original Agreement, by agreement dated February 25th, 2010 (the “First Amendment Agreement”), the Parties hereto amended the Original Agreement in accordance with the terms and conditions as provided in the First Amendment Agreement (both the Original Agreement and the First Amendment Agreement taken together hereafter being referred to as the “Agreement”);

AND WHEREAS the Agreement provided the Client with the option to direct additional work: “No change, addition, or deletion to the Work shall be undertaken by the Consultant unless first agreed to by the Client in writing and the cost increase or decrease, as the case may be, has been estimated and given prior written approval by the Client.”;

AND WHEREAS the Client wishes to exercise its option to extend the Agreement to include a Wreckhouse Wind Warning System and stand-alone camera on the Bonavista Peninsula and the Parties are agreeable to amendment of the Agreement on the terms and conditions as set forth herein;

NOW THEREFORE THIS AMENDMENT AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt of which is acknowledged by both Parties) the Parties hereto agree as follows:
1. The Consultant will prepare a camera kit for weather surveillance use on the Bonavista Peninsula. The kit will be assembled and delivered to a designated Client depot building on the Bonavista Peninsula, with brief instructions for installation. Absolute delivery date is October 15, 2010. Client will be fully responsible for installation of the kit, including all trenching and excavation. The kit price of $9,570 will be invoiced in three payments. A detailed cost estimate is included in Appendix A.

2. Eight hours of technician support are included in the kit price for configuration and testing of the camera system. If substantial technological difficulties are encountered due to firewalls or other settings in place at the Depot, extra hours at the technician rate of $80/hour may be required. Client will be required to approve additional hours in writing.

3. Stationary images from this camera are to be delivered to the Client every 20 minutes for the Term of the contract, from the time installation has been completed by the Client through the life of the contract, May 31, 2019, hereafter known as the “Term”. As per the Preventative and Corrective Maintenance Plans as set forth in the Proposal, the Consultant will monitor the camera site 24/7/365. There are two types of unscheduled maintenance: remote troubleshooting of communications failures and data corruption issues, and on-site maintenance, both of which are priced in Clauses 3 and 4 forthcoming.

4. Concerning the first type of unscheduled maintenance addressed in Clause 3 above, the Consultant will, at all times during the Term, provide remote data management for the camera, at a total cost to the Client of $160.00 per month. Section 6.6 of the Proposal details the main types of fault and how the Consultant is prepared to handle these issues.

5. Concerning the second type of unscheduled maintenance addressed in Clause 3 above, on-site maintenance can be requested by the Client, to be billed at the following rates for personnel: Project Management at $96/hour and Technicians at $80/hour. Equipment, transportation, shipping, and all other expenses will be billed at cost plus 10%. Prior to any on-site repair work relating to the camera or any of the required equipment being undertaken, the Consultant must obtain the written consent of the Client.

6. The Client agrees to provide power and internet communications to the camera for the duration of the Term.

7. With reference to the Wreckhouse Wind Warning System, the Consultant will install a set of VER-MAC variable messaging signs in the Wreckhouse area. Capital cost of the signs is $52,000.00, to be invoiced in a single payment following placement of the VER-MAC order. Sign locations were designated by the Client on August 3, 2010 and are now absolute.

8. Two wind warning thresholds will be established by the Client, and the Consultant will
develop a system that automatically displays warning messages when these thresholds are met. Display of these messages is dependent upon available data from the Environment Canada Wreckhouse station. An appropriate message will be displayed if data is not available. The Client can change the wind thresholds at any time during the Term by contacting the Consultant in writing. Changes will require 48 hours to take effect. Appendix B includes details regarding the warning system and its development.

9. Programming development, testing, and implementation of the Wreckhouse Wind Warning System will cost approximately $4,000.00. Installation of the signs will cost approximately $12,000.00, assuming wired power and wired DSL service is available. The Client will be notified in writing as soon as possible if the installation price needs to be adjusted. Installation and implementation costs will be invoiced in two payments.

10. The Wreckhouse Wind Warning System will be fully implemented by October 29, 2010. Following implementation, the signs and their messages will be continually maintained by the Consultant for the Term of the contract, at a total cost to the Client of $720.00 per month. This cost includes power and communications to the warning system. As per the Preventative and Corrective Maintenance Plans as set forth in the Proposal, the Consultant will monitor the system 24/7/365 and repair sign damage in a timely fashion. Annual inspection of the signs will be documented.

11. As per section 10 in the “Cost Proposal” on page 119, “cost of living will be added per year, rate to be negotiated with the Department.” This affects all rates referenced in this Amendment.

12. All rates referenced in this Amendment are exclusive of HST.

13. Except insofar as is required to give effect to the amendments as provided herein, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect.
IN WITNESS WHEREOF the Parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED this 15th day of September, 2010

before me:

WITNESS

--

SIGNED, SEALED AND DELIVERED this 31st day of August, 2010

before me:

WITNESS

--
If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
March 3, 2010
PROJECT # TA0911778

Mr. Dean Osmond
Director of Maintenance
Department of Transportation & Works
P.O. Box 8700
St. John's, NL
A1B 4J6

Dear Mr. Osmond:

RE: Labrador Cameras Amendment Agreement

Thank you for returning two signed copies of the amendment agreement. We have signed both copies and are retaining one for our records. The second signed copy is attached for your records.

If you have any questions, please do not hesitate to contact the undersigned.

Yours truly,

AMEC Earth & Environmental
A Division of AMEC Americas Limited

Attachment
THIS AMENDMENT AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador this 22nd day of June, 2010.

BETWEEN: THE DEPARTMENT OF TRANSPORTATION AND WORKS, (hereinafter referred to as the “Client”) OF THE FIRST PART

AND: AMEC EARTH AND ENVIRONMENTAL, a division of AMEC Americas Limited, a body corporate registered to do business in the Province of Newfoundland and Labrador (hereinafter referred to as the “Consultant”) OF THE OTHER PART

WHEREAS, on June 1, 2009, the Client and the Consultant entered into an agreement (the “Original Agreement”) in respect of the provision of weather and road weather forecasting services and the expansion of such services;

AND WHEREAS the Agreement provided the Client with the option to direct additional work: “No change, addition, or deletion to the Work shall be undertaken by the Consultant unless first agreed to by the Client in writing and the cost increase or decrease, as the case may be, has been estimated and given prior written approval by the Client.”

AND WHEREAS the Client wishes to extend the Agreement to include installation and data management for three (3) cameras in Labrador, and the Parties are agreeable to amendment of the Agreement on the terms and conditions as set forth herein;

NOW THEREFORE THIS AMENDMENT AGREEMENT WITNESSES that in consideration of the mutual covenants contained herein and other good and valuable consideration (the receipt of which is acknowledged by both Parties) the Parties hereto agree as follows:

1. The Consultant will install three (3) cameras and solar paneling directly to the roofs of the Department Depot buildings at Crooks Lake (Temporary Site), Cartwright Junction, and Chateau Pond in Labrador. Specifications for the cameras and solar panels are attached (see Appendix A).
2. As per the Field Installation requirements set forth in section 6.5.3 of the Proposal, "AMEC will be the Project Manager for the installation of all of the field sites. Installations will be carried out in a safe, efficient and responsible manner."

In Field Activity
a. Cameras will be installed on the roof of each camp building (and the roof of the temporary site) utilizing a tripod and pole to extend the camera approximately 5 feet above the roof of the camp.
b. Solar panels will be installed on the roof of each camp building (and the roof of the temporary site) utilizing standard solar panel mounts, facing south. If necessary, due to space constraints at each site, additional solar panels will be mounted on the ground. Local personnel will be consulted at the time of installation to indicate suitable locations for ground mounting.
c. Cables will be run between the equipment and a controller/regulator inside the buildings, located within 10 metres of the satellite transceiver.
d. Battery banks will be constructed inside the buildings within 2 metres of the controller/regulator.
e. Once power and communications have been coordinated and connected to the site, the instrumentation will be connected, commissioned, and tested.
f. As-built drawings will be completed, certified, and submitted to the Department.

Commissioning & System Acceptance Testing (SAT) will be performed as indicated in section 6.5.3 of the Proposal.

3. Installation will be billed at the following rates for personnel: Project Management at $96/hour and RWIS Technicians at $80/hour. Equipment, transportation, shipping, and all other expenses "will be billed at cost plus 10% for installations" in Labrador, as per Section 10 of the Proposal. Installation is to be completed by March 31, 2010.

4. Stationary images are to be delivered to the Client every 20 minutes from April 1, 2010 through the life of the contract, May 31, 2019, hereafter known as the "Term". As per the Preventative and Corrective Maintenance Plans in the Proposal, Section 6.6, the Consultant will monitor the three (3) camera sites 24/7/365. There are two types of unscheduled maintenance: remote troubleshooting of communications failures and data corruption issues, and on-site maintenance and/or relocation of cameras, both of which are priced in Clauses 5 and 6 forthcoming.

5. Concerning the first type of unscheduled maintenance addressed in Clause 4 above, the Consultant will, at all times during the Term, provide remote data management for the three (3) cameras, at a total cost to the Client of $500.00 per month. Section 6.6 of the Proposal details the main types of fault and how the Consultant is prepared to deal with these issues.
6. Concerning the second type of unscheduled maintenance addressed in Clause 4 above, on-site maintenance and/or relocation of these cameras can be requested by the Client, to be billed as per the installation rates and expenses referenced in Clause 1 above. Prior to any on-site repair work or equipment relocation/removal/repair relating to any of the cameras or any of the required equipment being undertaken, the Consultant must obtain the written consent of the Client.

7. The Client agrees to provide Xplornet Satellite Internet service and satellite transceivers at all three (3) sites for the duration of the Agreement. Furthermore, the Client agrees to provide dual generator power at all three (3) sites from October 1 to May 31 in every year of the Term.

8. The Consultant agrees to provide solar power for the satellite transceiver and camera equipment at all three (3) sites from June 1 to September 30 in every year of the Term.

9. For cameras attached to the RWIS network, the Consultant agrees to provide images every 20 minutes from May 1 to September 15 for the remainder of the Term as requested by the Client. For these cameras, the same monthly terms and costs of the Proposal apply for Communications & Power at $250 per month per site. Additionally, maintenance will be offered at a discounted rate of $200 per month per site. This is a total cost to the Client of $450 per month, including remote data management and on-site maintenance, to continue camera images for the summer months.

10. As per Section 10 of the Cost Proposal, item 8 on page 119 which refers to Weather /Traffic Cameras, “cost of living will be added per year, rate to be negotiated with the Department.” This affects all rates referenced in Clauses 3, 5, 6, and 9.

11. All rates referenced are exclusive of HST.

12. Except insofar as is required to give effect to the amendments as provided herein, all other terms and conditions of the Agreement shall remain unchanged and shall remain in full force and effect.
IN WITNESS WHEREOF the Parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers hereunto duly authorized.

SIGNED, SEALED AND DELIVERED
this 3rd day of March, 2010
before me:

WITNESS

SIGNED, SEALED AND DELIVERED
this 25th day of March, 2010
before me:

WITNESS

AMEC EARTH AND ENVIRONMENTAL

THE DEPARTMENT OF TRANSPORTATION AND WORKS
APPENDIX A

SPECIFICATIONS
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
Professional Services Agreement

PARTIES

THIS AGREEMENT (the "Agreement"), effective this 18th day of February 2015, is made by and between Amec Foster Wheeler Environment & Infrastructure, a division of Amec Foster Wheeler Americas Limited, a Canadian corporation, with an address at 133 Crosbie Road, St. John's, NL A1C1X9 ("Amec Foster Wheeler") and Newfoundland and Labrador Department of Transportation and Public Works, a Canadian Crown corporation, with an address at PO Box 8700, St. John's, NL A1B 4J6 ("CLIENT").

NOW, THEREFORE, in consideration of the mutual undertakings and subject to the terms set forth below and intending to be legally bound, the parties agree as follows:

PROJECT

CLIENT engages Amec Foster Wheeler to provide services in connection with:
St. George's RWIS Site Power Source Relocation

SCOPE OF SERVICES

Amec Foster Wheeler agrees to perform services as follows:

The power for the RWIS station at St. George's is delivered through a former NL Forestry building at the same site that is scheduled to be demolished. Amec Foster Wheeler will restructure and reconfigure the power to the RWIS site so that it can continue to operate in the absence of the Forestry building.

Amec Foster Wheeler will utilize the existing power poles and step-down XFMR at the site, installing another pole for service and trenching towards the RWIS tower to re-route the power.

Scope includes:
- Completion of a health and safety plan, reviewed and approved by our safety coordinator
- Procurement of all required materials and equipment
- Utility Locates
- Ground works
- Electrical works
- Travel costs and accommodations associated with the site works
- Project Management, Planning, and Logistics
- Coordination with NL Power for the service initiation

It is anticipated that there are fiber utilities below ground at the site, so Amec Foster Wheeler has accounted for the time it will take to excavate up to and near the fiber, then shovel by hand while working around the fiber.

CLIENT agrees to leave all existing power poles and transformer in place at the site.

CLIENT agrees that all services not expressly included are excluded from Amec Foster Wheeler's Scope of Services.

COMPENSATION (in Canadian Dollars)

Time and materials: CLIENT agrees to compensate Amec Foster Wheeler for all hours worked and other costs incurred at the rates and terms set forth herein. Should the total cost of Amec Foster Wheeler's
performance be greater than the estimated amount shown below, Amec Foster Wheeler will notify CLIENT and provide a revised estimate for CLIENT’s approval. In such event, continued performance is subject to additional funding as mutually agreed.

Total estimated time and materials cost: $18,894.00 (plus taxes)

Please see attached cost estimate for details.

Amec Foster Wheeler will send a single invoice to CLIENT at the 100% completion milestone.

In addition to the Agreement amount, CLIENT assumes full responsibility for the payment of any applicable sales, use, or value-added taxes under this Agreement, except as otherwise specified.

ATTACHMENTS
The listed attachments form part of this Agreement:

1. Cost Estimate

Terms and Conditions

1. COMPENSATION: Invoices will be submitted at least monthly for Services rendered. Terms of payment are net thirty (30) days from date of invoice. Payment will be made to Amec Foster Wheeler at the address specified on Amec Foster Wheeler’s invoice.

If CLIENT reasonably objects to all or any portion of an invoice, CLIENT shall notify Amec Foster Wheeler of that fact in writing within ten (10) days from the date of receipt of Amec Foster Wheeler’s invoice, give reasons for the objection, and pay that portion of the invoice not reasonably in dispute. Failure of CLIENT to provide such written notice within the allowed ten (10) day period shall be deemed to be a waiver of all objections to that invoice.

2. STANDARD OF CARE: Amec Foster Wheeler will perform the Scope of Services specified in a Work Order utilizing that degree of skill and care ordinarily exercised under similar conditions by reputable members of Amec Foster Wheeler’s profession practicing in the same or similar locality at the time of performance. NO OTHER WARRANTY, GUARANTY, OR REPRESENTATION, EXPRESS OR IMPLIED, IS MADE OR INTENDED IN THIS AGREEMENT, OR IN ANY COMMUNICATION (ORAL OR WRITTEN), REPORT, OPINION, DOCUMENT, OR INSTRUMENT OF SERVICE, AND THE SAME ARE SPECIFICALLY DISCLAIMED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. INDEPENDENT CONTRACTOR: Amec Foster Wheeler shall be fully independent and shall not act, except as permitted herein, as an agent or employee of CLIENT. Amec Foster Wheeler shall be solely responsible for its employees and for their compensation, benefits, contributions, and taxes, if any.

Unless otherwise agreed to in writing by Amec Foster Wheeler and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.

4. INSURANCE: Amec Foster Wheeler will maintain insurance for this Agreement in the following types and limits: (i) worker’s compensation insurance as required by applicable law, (ii) comprehensive general liability insurance (CGL) ($1,000,000 per occurrence / $2,000,000 aggregate), and (iii) automobile liability insurance for bodily injury and property damage ($1,000,000 CSL).

5. CHANGES: CLIENT may order changes within the general scope of the Services by altering, adding to, or deleting from the Services to be performed. Work beyond the scope of services or re-doing any part of the project through no fault of Amec Foster Wheeler, shall constitute extra work and shall be paid for on a time-and-materials basis in addition to any other payment provided for in this Agreement.

Should Amec Foster Wheeler encounter conditions which were (i) not reasonably anticipated, including, but not limited to, changes in applicable law, (ii) subsurface or otherwise concealed physical conditions that differ materially from those indicated in this Agreement or (iii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character contemplated by this Agreement, Amec Foster Wheeler shall promptly provide notice to CLIENT. CLIENT shall promptly investigate such conditions. If, in Amec Foster Wheeler’s reasonable opinion, the conditions cause an increase or decrease in Amec Foster Wheeler’s cost...
of, or time required for, performance of any part of its Services, CLIENT shall issue a Change Order with an equitable adjustment in Amec Foster Wheeler’s compensation, schedule, or both. In the event no Change Order is agreed to, Amec Foster Wheeler reserves the right to either (i) suspend its performance until a Change Order is agreed to or (ii) discontinue its performance and terminate this Agreement.

6. FORCE MAJEURE: Should performance of Services by Amec Foster Wheeler be affected by causes beyond its reasonable control, Amec Foster Wheeler will be granted a time extension and the parties will negotiate an equitable adjustment to the price of any affected Work Order, where appropriate, based upon the effect of the Force Majeure on performance by Amec Foster Wheeler.

7. CLIENT’S RESPONSIBILITIES: CLIENT agrees to: provide Amec Foster Wheeler all available material, data, and information pertaining to the Services.

8. SITE ACCESS: CLIENT shall at its cost and at such times as may be required by Amec Foster Wheeler for the successful and timely completion of Services: (i) provide unimpeded and timely access to any site, including third party sites if required (ii) provide an adequate area for Amec Foster Wheeler’s site office facilities, equipment storage, and employee parking; (iii) furnish all construction utilities and utilities releases necessary for the Services; (iv) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (v) approve all locations for digging and drilling operations; and (vi) obtain all permits and licenses which are necessary and required to be taken out in CLIENT’s name for the Services. Amec Foster Wheeler will not be liable for damage or injury arising from damage to subsurface structures that are not called to its attention and correctly shown on the plans furnished to Amec Foster Wheeler in connection with its work.

9. WARRANTY OF TITLE, WASTE OWNERSHIP: CLIENT has and shall retain all responsibility and liability for the environmental conditions on the site. Title and risk of loss with respect to all materials shall remain with CLIENT at no time will Amec Foster Wheeler assume possession or title, constructive or express, to any such samples or wastes.

10. LIMITATION OF LIABILITY: CLIENT’s sole and exclusive remedy for any alleged breach of Amec Foster Wheeler’s standard of care hereunder shall be to require Amec Foster Wheeler to re-perform any defective Services. All claims by CLIENT shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, CLIENT AGREES THAT THE LIABILITY OF AMEC FOSTER WHEELER TO CLIENT FOR ANY AND ALL CAUSES OF ACTION, INCLUDING, WITHOUT LIMITATION, CONTRIBUTION, ASSERTED BY CLIENT AND ARISING OUT OF OR RELATED TO THE NEGLIGENCE ACT(S), ERROR(S) OR OMISSION(S) OF AMEC FOSTER WHEELER IN PERFORMING SERVICES, SHALL BE LIMITED TO FIFTY THOUSAND DOLLARS ($50,000) OR THE TOTAL FEES ACTUALLY PAID TO AMEC FOSTER WHEELER BY CLIENT UNDER THIS AGREEMENT WITHIN THE PRIOR ONE (1) YEAR PERIOD, WHICHEVER IS LESS (“LIMITATION”). CLIENT HEREBY WAIVES AND RELEASES (I) ALL PRESENT AND FUTURE CLAIMS AGAINST AMEC FOSTER WHEELER OTHER THAN THOSE DESCRIBED IN THE PRECEDING SENTENCE, AND (II) ANY LIABILITY OF AMEC FOSTER WHEELER IN EXCESS OF THE LIMITATION.

In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, Amec Foster Wheeler would not have performed the Services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an “arms-length” transaction, (iii) the Limitation amount may differ from the amount of professional liability insurance carried by Amec Foster Wheeler, (iv) the Limitation is merely a limitation of, and not an exculpation from, Amec Foster Wheeler’s liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless Amec Foster Wheeler, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to Amec Foster Wheeler performing the Services in accordance with the Standard of Care.

Amec Foster Wheeler and CLIENT shall each waive any right to recover from the other party for any special, incidental, indirect, or consequential damages (including lost profits and loss of use) incurred by either Amec Foster Wheeler or CLIENT or for which either party may be liable to any third party, which damages have been or are occasioned by Services performed or reports prepared or other work performed hereunder.

CLIENT agrees that the damages for which Amec Foster Wheeler shall be liable are limited to that proportion of such damages which is attributable to Amec Foster Wheeler’s percentage of fault subject to the other limitations herein.

11. INDEMNITY. CLIENT agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler and its officers, employees and agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by Amec Foster Wheeler under this Agreement, unless such injury or loss is caused by the sole negligence of Amec Foster Wheeler.
12. ASSIGNMENT AND SUBCONTRACTING: Neither party shall assign its interest in this Agreement without the written consent of the other.

13. COST ESTIMATES: If included in the Services, Amec Foster Wheeler will provide cost estimates based upon Amec Foster Wheeler's experience on similar projects which are not intended for use by CLIENT or any other party in developing into bidstage or financial models, or in making investment decisions. Such cost estimates represent only Amec Foster Wheeler's judgment as a professional and, if furnished are only for CLIENT'S general guidance and are not guaranteed as to accuracy.

14. TERMINATION: Either party may terminate this Agreement at any time by providing not less than ten (10) days advance written notice to the other party. In the event of a termination CLIENT shall pay for all reasonable charges for work performed and demobilization by Amec Foster Wheeler in accordance with this Agreement. The limitation of liability and indemnity obligations of this Agreement shall be binding notwithstanding any termination of this Agreement.

15. GOVERNING LAW/LANGUAGE: This Agreement shall be governed and construed in accordance with the laws of the province of the Amec Foster Wheeler office entering into this Agreement. All communications relating to or arising out of this Agreement shall be in the English language.

16. FIELD REPRESENTATION: The Services do not include supervision or direction of the means, methods or actual work of other consultants, contractors and subconsultants or equipment by Amec Foster Wheeler. The presence of Amec Foster Wheeler's representative will relieve any such other party from its responsibility to perform its works and services in accordance with the contractual and legal obligations and in conformity with the plans and specifications for the project. CLIENT agrees that each such other party will be solely responsible for its working conditions and safety on the site. Amec Foster Wheeler's monitoring of the procedures of any such other party is not intended to include a review of the adequacy of the safety measures. It is agreed that Amec Foster Wheeler is not responsible for safety or security at a site, other than for Amec Foster Wheeler's employees, and that Amec Foster Wheeler does not have the contractual duty or legal right to stop the work of others.

17. DISPUTES: Any dispute arising hereunder shall first be resolved by taking the following steps. Where a successful step is taken in the issue is not resolved at the preceding step, 1) by the technical and contractual personnel for each party performing this Agreement, 2) by executive management of each party, 3) by mediation, or 4) through the court system of the province of the Amec Foster Wheeler office that is entering into this Agreement. CLIENT hereby waives the right to use by jury for any dispute arising out of this Agreement. Except as otherwise provided herein each party shall be responsible for its own legal costs and attorneys' fees.

18. EXCLUSIVE USE: Services provided under this Agreement, including all reports, information or recommendations prepared or issued by Amec Foster Wheeler, are for the exclusive use of the CLIENT for the project specified. No other use is authorized under this Agreement. CLIENT will not distribute or convey Amec Foster Wheeler's reports or recommendations to any person or organization other than those identified in the project description without Amec Foster Wheeler's written authorization. CLIENT releases Amec Foster Wheeler from liability and agrees to defend, indemnify, protect and hold harmless Amec Foster Wheeler from any and all claims, liabilities, damages or expenses arising in whole or in part, from such unauthorized distribution. All reports, drawings, plans, documents, software, source code, client code, field notes and information furnished in any form prepared or furnished by Amec Foster Wheeler under this Agreement are the property of the Services. Exclusive ownership, copyright and title to all Instruments of Services remain with Amec Foster Wheeler.

19. ENTIRE AGREEMENT: The terms and conditions set forth herein constitute the entire understanding and agreement of Amec Foster Wheeler and CLIENT with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should CLIENT alter its purchase order or any other form to procure services, CLIENT acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall Amec Foster Wheeler be bound by any terms and conditions on such purchase order or other form, regardless of reference to (e.g., an imitative or signature upon, e.g., acknowledgment) such purchase order or other form. Amec Foster Wheeler. CLIENT shall reference this Agreement on any purchase order, order form or other form it may issue to procure Amec Foster Wheeler services, but CLIENT’s failure to do so shall not operate to modify this Agreement.

IN WITNESS WHEREOF, CLIENT and Amec Foster Wheeler have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

CLIENT

By: ____________________________

Name: __________________________

Title: ____________________________

Amec Foster Wheeler Environment & Infrastructure

By: ____________________________

Name: __________________________

Title: ____________________________
### St. George's Power Relocation Cost Breakdown

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Sub-Total: $3,013 $ 1,530 $1,296 $ 5,184

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Disbursements Sub-Total: $ 7,871

Effort Sub-Total: $ 11,023

Total: $ 18,894
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TOTALS (HST not included) | $429,019 | $427,959 | $662,723 | $777,559 | $592,409 | $389,786 | $4,235,055 |
**Newfoundland and Labrador Government**

**Government Purchasing Agency**

30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

**To:** LABRADOR SPECIALTY SERVICES  
P O Box 1300 Stn B  
Happy Valley-Goose Bay, NL  
A0P 1E0  
Canada

**Bill To:** Transportation & Works  
P O Box 3014  
Stn B  
Happy Valley-Goose Bay, A0P 1E0  
Canada

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**SHIP TO:**  
PO Box 3014  
Building 86  
London Street  
Happy Valley-Goose Bay, NL A0P 1E0  
Canada

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<td>18-JUN-12 Cox, S</td>
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**F.O.B:**  
DESTINATION

**Requestor:**  
Cox, S

**Contact:**  

**IMPORTANT:** Document valid ONLY if NAME and DATE are present in "Authorized By" section.

**Authorized By:** Cox, S  
**Date:** 18-JUN-12  
**Total:** $2,089.95

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**PLEASE NOTE:** TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: www.gov.nl.ca/fin/suppliers/invoiceguide.pdf

***End of Document***
**Government of Newfoundland and Labrador**

**Government Purchasing Agency**
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

**Newfoundland and Labrador**

**Labour**

**Labour**

**Government of Newfoundland and Labrador**

**Government Purchasing Agency**
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

**TO: LABRADOR SPECIALTY SERVICES**
P.O. Box 1300 Stn B
Happy Valley-Goose Bay, NL
A0P 1E0
Canada

**BILL TO:** Transportation & Works
P.O. Box 3014
Stn B
Happy Valley-Goose Bay, A0P 1E0
Canada

**Customer No.:** 0032198665
**Supplier No.:**

**Ordered / Buyer:** 29-NOV-12 Cox, S

**Buyer:**

**F.O.B.:** DESTINATION

**Requestor:**

**Contact:**

**IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.**

**AUTHORIZED BY:** Cox, S

**DATE:** 29-NOV-12

**TOTAL:** $500.00

**Line NO.** | **Item No./Description** | **Promised Date** | **Quantity / UOM** | **Unit Price** | **Extended** | **Tax**
---|---|---|---|---|---|---
1 | REPAIR TO SAT INTERNET SYSTEM IN CHATEAU POND | | 1 EACH | 500.00 | 500.00

PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: [www.gov.nl.ca/fin/suppliers/invoiceguide.pdf](http://www.gov.nl.ca/fin/suppliers/invoiceguide.pdf)

***End of Document***
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

LABRADOR SPECIALTY SERVICES
P O Box 1300 Stn B
Happy Valley-Goose Bay, NL
A0P 1E0
Canada

TO: LABRADOR SPECIALTY SERVICES
P O Box 1300 Stn B
Happy Valley-Goose Bay, NL
A0P 1E0
Canada

BILL TO: Transportation & Works
P O Box 3014
Stn B
Happy Valley-Goose Bay, NL
A0P 1E0
Canada

Customer No. Supplier No. Ordered / Buyer Revised / Buyer
0032198665 16-SEP-13 Cox, S

F.O.B: DESTINATION Requestor: Contact:

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Cox, S DATE: 16-SEP-13 TOTAL: $2,168.00

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<td>2 EACH</td>
<td>109.00</td>
<td>218.00</td>
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TLH CAMERA REPLACEMENT

1. MX-M24M-SEC-CAMERA BODY
   DAY SENSOR
   2 EACH
   975.00
   1,950.00

2. MX OPT14-L43 - L43 LENS FOR
   D1X/M2X/D2X
   2 EACH
   109.00
   218.00

***End of Document***
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

TO: LABRADOR SPECIALTY SERVICES
P O Box 1300 Stn B
Happy Valley-Goose Bay, NL
A0P 1B0
Canada

BILL TO: Transportation & Works
P O Box 3014
Stn B
Happy Valley-Goose Bay, A0P 1B0
Canada

Customer No. 0032198665
Supplier No. 06-MAR-14 Cox, S

F.O.B. DESTINATION

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Cox, S
DATE: 06-MAR-14

TOTAL: $2,080.00

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***End of Document***
**Government of Newfoundland and Labrador**  
Government Purchasing Agency  
30 Strawberry Marsh Rd.  
St. John's NL.  
A1B 4R4

**Customer No.**  
Supplier No.  
0032198665

**Ordered / Buyer**  
13-MAR-14 Cox, S

**F.O.B.:**  
DESTINATION

**Requestor:**  
Contact:

**IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.**

**AUTHORIZED BY:**  
Cox, S

**DATE:**  
13-MAR-14

**TOTAL:**  
$2,400.00

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***End of Document***
**Newfoundland and Labrador Government of Newfoundland and Labrador**

**Government Purchasing Agency**
30 Strawberry Marsh Rd.
St. John's, NL
A1B 4R4

**TO:** LABADOR SPECIALTY SERVICES
P.O. Box 1300 Stn B
Happy Valley-Goose Bay, NL
A0P 1E0
Canada

**SHIP TO:** PO Box 3014
Building 86
London Street
Happy Valley-Goose Bay, NL A0P 1E0
Canada

**BILL TO:** Department of Finance
Corporate Financial Services
657 Topsail Road
St. John's, NL A1E 2E3
Canada

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**F.O.B:** DESTINATION
Requestor: Ellsworth, Barry
Contact:

**IMPORTANT:** Document valid ONLY if NAME and DATE are present in "Authorized By" section.

**AUTHORIZED BY:** Cox, S
**DATE:** 18-JAN-16
**TOTAL:** $1,700.00

<table>
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<tr>
<th>Line No.</th>
<th>Item No./Description</th>
<th>Promised Date</th>
<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
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<tbody>
<tr>
<td>1</td>
<td>CARTWRIGHT JUNCTION INTERNET REPAIRS</td>
<td>1 EACH</td>
<td>1,700.00</td>
<td>1,700.00</td>
<td></td>
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PLEASE NOTE: TO ENSURE TIMELY PAYMENT OF YOUR INVOICE, THE PURCHASE ORDER (PO) NUMBER MUST BE CLEARLY INDICATED ON THE INVOICE OR A COPY OF THE PO INCLUDED WITH THE INVOICE. COPIES OF INVOICES SHOULD NOT BE PROVIDED TO THE DEPARTMENT REQUESTING GOODS/SERVICES. FOR MORE INFORMATION PLEASE VISIT: www.gov.nl.ca/fin/suppliers/invoiceguide.pdf

***End of Document***
**Government of Newfoundland and Labrador**

**Government Purchasing Agency**
30 Strawberry Marsh Rd.
St. John's NL
A1B 4R4

**To:** LABADOR SPECIALTY SERVICES
P.O. Box 1300 Stn B
Happy Valley-Goose Bay, NL
A0P 1E0
Canada

**Billed To:** Department of Finance
Corporate Financial Services
657 Topsail Road
St. John's, NL A1E 2E3
Canada

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**Customer No:**

**Supplier No:** 0032198665

**Ordered/Buyer:** 18-JAN-16 Cox, S

---

**F.O.B:**
DESTINATION

---

**Requestor:** Ellsworth, Barry

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**IMPORTANT:** Document valid ONLY if NAME and DATE are present in "Authorized By" section.

**AUTHORIZED BY:** Cox, S  
**DATE:** 18-JAN-16  
**TOTAL:** $1,500.00

**Line NO.** | **Item No./Description** | **Promised Date** | **Quantity / UOM** | **Unit Price** | **Extended** | **Tax**
---|---|---|---|---|---|---
1 | TROUBLESHOOT INTERNET poe INJECTOR REPLACED | | 1 EACH | 1,500.00 | 1,500.00 | 

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***End of Document***
Government of Newfoundland and Labrador
Government Purchasing Agency
30 Strawberry Marsh Rd.
St. John's, NL
A1B 4R4

TO: LABRADOR SPECIALTY SERVICES
P.O. Box 1300 Stn B
Happy Valley-Goose Bay, NL
A0P 1E0
Canada

BILL TO: Department of Finance
Corporate Financial Services
657 Topsail Road
St. John's, NL A1E 2E3
Canada

Customer No. Supplier No. Ordered / Buyer Revised / Buyer
0032198665 15-JAN-16 Cox, S

F.O.B: DESTINATION

Requestor: Contact:
Ellsworth, Barry

IMPORTANT: Document valid ONLY if NAME and DATE are present in "Authorized By" section.

AUTHORIZED BY: Cox, S DATE: 18-JAN-16 TOTAL: $2,000.00

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<th>Quantity / UOM</th>
<th>Unit Price</th>
<th>Extended</th>
<th>Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>DRIVE TO CROOKS LAKE AND REPAIR CAMERA, FIX THE INTERNET CONNECTION FOR AMEC AND CARTWRIGHT JUNCTION TO REPAIR HIGHWAYS CAMERAS</td>
<td>1 EACH</td>
<td>2,000.00</td>
<td>2,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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***End of Document***