

*David F. Wood*

Consultant in engineering geology,  
rock engineering and  
shotcrete technology

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**DESCRIPTION OF SERVICES OFFERED,  
CONDITIONS OF AGREEMENT,  
AND CHARGES.  
JANUARY, 2005.**

**GENERAL SCOPE OF SERVICES OFFERED AND CONDITIONS OF AGREEMENT.**

David F. Wood Consulting Ltd. (the Consultant) provides project consulting services in rock engineering, rock mechanics, engineering geology, rockfall hazard assessment and shotcrete technology. The Consultant undertakes to execute all assignments in accordance with presently accepted engineering practices and grants no warranty, either expressly or implicitly, as a part of performance of its work. David Wood is a Professional Engineer registered in Ontario, Canada, a Chartered Engineer registered in London, England and is Designated a Consulting Engineer through Professional Engineers Ontario.

**LIABILITY**

The Consultant carries and maintains commercial general liability insurance in the amount of \$2,000,000 CAD and errors and omissions professional liability insurance in the amount of \$1,000,000 CAD. The Client expressly agrees that the Consultant's employees and principals shall have no personal liability to the Client in respect of a claim, whether in contract, tort, and/or any other cause of action in law. Accordingly, the Client agrees that it will bring no proceedings and take no action in any court of law against any of the Consultant's employees or principals in their personal capacity.

**ENGINEERING GEOLOGICAL DATA.**

Engineering geological and rock mass data, field logs and tests are indicative of conditions existent at the actual locations where, and times when, the data were collected. Interpolation and extrapolation of rock mass conditions will be carried out. However, the interpretations gathered from one location at one time are not necessarily indicative of conditions at other locations or at other times.

**RIGHT OF ENTRY.**

The Client shall arrange and make provision for entry and ready access to work sites in connection with the project.

**INVOICES.**

Invoices for services performed will be submitted regularly. Payment will be due within 30 days of the invoice date, unless otherwise agreed. A handling charge of 10% will be added to reimbursable expenses if invoices remain unpaid after 30 days.

In the event that the Client requests termination of work prior to its completion, the Consultant reserves the right to complete, at the Client's expense, such analyses and records as are considered necessary by the Consultant to place its files in order and/or to protect its professional reputation and legal liability.

**SERVICES BY OTHERS.**

On occasion, specialized services by other consultants or technical companies may be needed. They will only be utilized with the Client's approval.

**RESTRICTIONS ON DOCUMENTS.**

As a mutual protection to Clients, the public and the Consultant, all documents, including data, designs, drawings, reports and other documents prepared by the Consultant in connection with a project are submitted as the confidential information and record of the Client for that specific project. They shall not be used on any other work without the Consultant's prior written agreement. Authorization for publication of said documents including statements, interpretations, conclusions and abstracts is reserved pending written approval. The Consultant will not be responsible for any consequence resulting from the reliance on, or use by others of, any of said documents, statements or conclusions.

**FORCE MAJEUR.**

Both the Client and the Consultant are excused from default of performance brought about by conditions entirely beyond the control of either, such as: war; strikes; riots; civil insurrection; or similar events.

**CHARGES**

Fees for services are based on time expended on behalf of the Client in support of a specific project. Daily rates are based on 8 hours per day in the office and may be negotiated for field or international project work. Charges for project work of a long duration may be negotiated with the Client.

Time expended on the project, whether in the Consultant's office, at the Client's premises, or elsewhere, will be charged. When travelling is required as part of the work, time spent in either local or inter-city travel will be charged in accordance with the attached fee schedule. When travelling long distances a maximum charge of one day per day of travel time will be made.

**PROFESSIONAL FEES.**

Within Canada	\$125.00 CAD per hour, or	\$1,000.00 CAD per day, plus G.S.T
Within USA		\$800.00 USD per day
International	negotiable depending on duration of assignment	

**REIMBURSABLE EXPENSES.**

All charges for reimbursable expenses incurred as part of the work are initially invoiced at cost. A 10% handling charge will be levied for unpaid invoices. Examples of work-related costs are:

- Transportation (including air travel, travel insurance, car rental, gas for rental car, taxis or other means of transportation, parking), accommodation and subsistence incurred for necessary out-of-town travel. Transportation by personal vehicle at \$0.35 CAD per kilometre for local travel. Meals at \$50.00 CAD per day unless otherwise negotiated.
- Mobilization to a site location, subsistence at site, and demobilization.
- Facsimile, long distance voice communications, courier charges, and special mail services.
- Reproduction, duplication and report preparation.