

Chapter 9

Statement of Qualifications and Limitations

9. Statement of Qualifications and Limitations

The attached Report (the “Report”) has been prepared by AECOM Canada Ltd. (“Consultant”) for the benefit of the client (“Client”) in accordance with the agreement between Consultant and Client, including the scope of work detailed therein (the “Agreement”).

The information, data, recommendations and conclusions contained in the Report:

- are subject to the scope, schedule, and other constraints and limitations in the Agreement and the qualifications contained in the Report (the “Limitations”)
- represent Consultant’s professional judgement in light of the Limitations and industry standards for the preparation of similar reports
- may be based on information provided to Consultant which has not been independently verified
- have not been updated since the date of issuance of the Report and their accuracy is limited to the time period and circumstances in which they were collected, processed, made or issued
- must be read as a whole and sections thereof should not be read out of such context
- were prepared for the specific purposes described in the Report and the Agreement
- in the case of subsurface, environmental or geotechnical conditions, may be based on limited testing and on the assumption that such conditions are uniform and not variable either geographically or over time

Unless expressly stated to the contrary in the Report or the Agreement, Consultant:

- shall not be responsible for any events or circumstances that may have occurred since the date on which the Report was prepared or for any inaccuracies contained in information that was provided to Consultant
- agrees that the Report represents its professional judgement as described above for the specific purpose described in the Report and the Agreement, but Consultant makes no other representations with respect to the Report or any part thereof
- in the case of subsurface, environmental or geotechnical conditions, is not responsible for variability in such conditions geographically or over time

The Report is to be treated as confidential and may not be used or relied upon by third parties, except:

- as agreed, in writing, by Consultant and Client
- as required by law
- for use by governmental reviewing agencies

Any use of this Report is subject to this Statement of Qualifications and Limitations. Any damages arising from improper use of the Report or parts thereof shall be borne by the party making such use.

This Statement of Qualifications and Limitations is attached to and forms part of the Report.