

## COVER SHEET - FACSIMILE TRANSMISSION

NUMBER OF PAGES 11 PLUS COVERDATE: 23 Aug. 94TO: Dave AnthonyRoyal Oak Mines Inc.FROM: Emily Paguin

Environment Protection Division,  
Department of Renewable Resources,  
Government of the Northwest Territories  
600, 5102 - 50th Ave.  
Yellowknife, N.W.T. X1A 3S8

## COMMENTS/SPECIAL INSTRUCTION

See revised MOU, Part 2 section 21 and Part 3 section 22. Call~~Notifying~~ me when you've had a chance to review the changes.

## CONFIRMATION NUMBERS

Telephone: (403) 873-7654

Facsimile: (403) 873-0221

The documents accompanying this transmission contain confidential information intended for a specific individual and purpose. The information is private, and is legally protected by law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or the taking of any action in reference to the contents of this telecopied information is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original to us by regular mail.

### **Memorandum of Understanding**

The Environmental Protection Division of Renewable Resources and Royal Oak Mines Inc. agree to jointly develop and cost share a study to develop computer dispersion modelling of sulphur dioxide and arsenic emissions from the Royal Oak Giant Yellowknife Mine as specified in the Terms of Reference.

The Terms of Reference #94-03 dated August, 1994 are accepted and the contract shall be jointly awarded and administered by a member from the two parties. The two members are Jim Sparling, Air Quality Specialist, Environmental Protection Division and Dave Anthony, Manager, Environmental Services, Royal Oak Mines Inc..

The cost for the project will be divided equally and each party shall be invoiced directly by the contractor for payment. Upon approval of the final report by the two parties, each party shall separately maintain the rights use and publish the materials contained in the report.

The project shall be completed by January 31, 1995, or as mutually agreed upon.

\_\_\_\_\_  
Emery Paquin  
Director  
Environmental Protection Division

\_\_\_\_\_  
Kevin Weston  
General Manager  
NWT — ~~Yellowknife~~ Division  
Royal Oak Mines Inc.

August 23, 1994

115 017

23 August 1994

Dear Sir/Madam,

**REQUEST FOR PROPOSAL**

**Atmospheric Dispersion Modelling in the Yellowknife Area**

Please find enclosed a request for proposals to conduct dispersion modelling in the Yellowknife area and assess the effectiveness of control options which could be undertaken at the source to reduce ambient levels of sulphur dioxide and arsenic trioxide.

In order to be considered, your proposal must be received no later than 4:00 p.m., local time, September 23, 1994 at the Environmental Protection Division, 600, 5102 - 50 Avenue, Yellowknife, Northwest Territories, X1A 3S8. If you require further information or have any questions please contact David Anthony, Manager, Environmental Services, Royal Oak Mines Inc. at (403) 873-6301 or myself at (403) 873-7654.

James Sparling  
Air Quality Specialist  
Environmental Protection Division

**REQUEST FOR PROPOSAL**

**ATMOSPHERIC DISPERSION MODELLING  
IN THE YELLOWKNIFE AREA**

**August 1994**

**Reference # S-9403**

## SECTION I

### TERMS OF REFERENCE

#### ATMOSPHERIC DISPERSION MODELLING

The Department of Renewable Resources and Royal Oak Mines Inc. require plume dispersion modelling of sulphur dioxide and arsenic trioxide emitted from Royal Oak's Giant Yellowknife Mine roaster stack using US EPA computer dispersion models. Also required is an assessment of the effectiveness of emission control options which could be taken at the mine to provide a reduction in ambient concentrations of the pollutants.

Meteorological and topographical input files suitable for US EPA dispersion models are required. The model calculations should then be compared with observed air quality to document the performance of the model. Following this a meeting between the Contractor and Contract Managers will be scheduled to discuss preliminary results and provide further direction to prepare a sensitivity analysis to assess possible control options.

The Giant Yellowknife Mine roaster stack is the primary source of sulphur dioxide and arsenic trioxide in the Yellowknife area. Roaster exhaust gas is cooled and scrubbed to remove arsenic by Cottrell precipitators and a baghouse prior to release. There are no controls to remove sulphur dioxide. The exhaust stack is 45.7 metres tall and 2.7 metres in diameter. Exhaust gas temperature is about 90° C.

Control options to be assessed include increasing dispersion through raising roaster exhaust gas temperature, velocity or stack height. Contaminant removal before roaster gases are exhausted is another option to be assessed.

The presence of Great Slave Lake to the south of the roaster stack is known to influence plume dispersion and the modelling for this study should account for lake influences. Data collected by Environment Canada's Atmospheric Environment Service at the Yellowknife airport is suitable for meteorological input files.

#### **Report and Other Deliverables:**

Input files and an assessment of model predictions with observed air quality should be completed by November 18, 1994. The meeting between the Contractor and Contract Manager shall be scheduled at a time convenient to all parties after the contract is awarded in early October and again during the week of November 21, 1994. The contractor shall submit five copies of a draft report and electronic copies of model input files by December 21, 1994. Following review and comment by the Contract Managers, the Contractor will submit five bound copies of the final report and one unbound copy by January 16, 1995.

Upon satisfactory completion of the final report, the Contractor shall invoice the Government of the Northwest Territories for 50% and Royal Oak for 50% of the contract price. Payment shall be made in accordance with GNWT payment directives and Royal Oak payment [practices].

#### **Contract Managers:**

The Contract Managers shall be James Sparling, Air Quality Specialist, Environmental Protection Division, Department of Renewable Resources and David Anthony, Manager, Environmental Services, Royal Oak Mines Inc.

**SECTION II****INSTRUCTIONS TO PROPOSERS**

1. All submitted proposals are valid and open for acceptance by the Government of the Northwest Territories (GNWT) for a period of sixty (60) days from the closing time.
2. The lowest or any proposal will not necessarily be accepted.
3. The GNWT reserves the right to cancel this proposal in its entirety or to re-tender, for any reason, without penalty or recourse what so ever.
4. The successful proposer will be required to enter into a written contract the terms of which contract shall include, in addition to other terms and conditions, the terms set out in the attached "General Terms and Conditions of Tenders and Proposals".
5. In order to be considered, five copies of the proposal must be received **NO LATER** than 4:00 p.m., local time, September 23, 1994 at the following location:

Environmental Protection Division  
Department of Renewable Resources  
Government of the N.W.T.  
600, 5102 - 50 Avenue  
Yellowknife, N.W.T. X1A 3S8

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12. If requested, copies of all necessary licenses, insurance certificates, letters of surety for performance and any other requested documentation must be enclosed in the submitted proposal. Failure to comply with this requirement will result in the proposal being rejected as non-responsive, when requested to do so.
13. Addenda (revisions/clarification to the call for proposals) may be issued prior to the call for proposal closing time. Receipt of addenda shall be acknowledged on the addenda form by the proposer and shall be incorporated into the proposal and shall be returned with the proposer's submission. If an addenda requires changes to the proposal, an amended proposal shall be submitted. In cases where time doesn't permit, the instructions in paragraph seven (7) shall apply. Any required addenda shall be transmitted to proposers no later than seven (7) days prior to the closing time of the proposal.

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15. An accepted proposal together with the terms and conditions included herewith shall form the contract between the proposer and the GNWT.
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  - a) If a contract is to be awarded as a result of this request for proposals, it shall be awarded to the proposer who is responsible and whose proposal provides the best potential value to the GNWT. Responsible means the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure performance of the contract obligations.
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Verbal responses to any inquiry are not binding on either party.

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20. Proposals submitted shall be final and may not be altered by subsequent offerings, discussions or commitments unless the proposer is requested to do so by the GNWT.
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**Screening**

Upon receipt of vendor proposals, an evaluation team will screen each proposal to ensure the vendor's compliance with the requirements of this Request for Proposal.

The acceptability of any deviation will be determined by the evaluation team. After the proposal has passed the initial screening, the evaluation team will then analyze the technical details of the vendor's proposal.

When an alternative approach is proposed to a desirable requirement, the acceptability of the alternative will be decided on by the evaluation team.

## Rating

The evaluation team, comprised of the contract managers, will utilize specific evaluation criteria to rate various requirements for evaluation purposes. Such a rating will be confidential and no totals or scores will be released to any vendor.

The proposals will be evaluated using the following criteria which are further described in section 22. These are:

- \* Project team.
- \* Methodology.
- \* Related experience.
- \* Schedule.
- \* Project Costs.

## 22. PROPOSER RESPONSE GUIDELINES

Interested consultants will include the following information in their proposal:

- i) Description of the project team, resources, amount of time and their location to be assigned or made available to the study, including names and resumes of each member of the project team indicating how and in what ways the proposed resource satisfies the needs identified in the Request for Proposal. List any sub-firms and laboratories which may be employed and their capabilities. List the project team leader.
- ii) The methodology or approach that will be used by the firm to complete the study. The firm is to explain in detail the sampling and analytical protocols which will be applied to complete the study.
- iii) A list of similar studies on which the firm and project team is currently working on or has completed within the last five years. List clients for possible reference check.
- iv) Comment on the proposed schedule outlined in the Terms of Reference.
- v) Outline fee and expense estimates with explanation including person hour estimates; rates for each team member and support services/staff. Total prices bid must be stated in actual dollars and cents expressed in Canadian funds.

23. The contractual agreement shall be substantially in the form and contain the terms and conditions prescribed by the GNWT. In the event of any inconsistency between the accepted proposal/Request for Proposal, and the contract, the latter shall supersede the former.



**GENERAL TERMS AND CONDITIONS OF TENDERS AND PROPOSALS****DEFINITIONS:** For the purpose of this contract:

- i) "Contracting Authority" means the Minister of Renewable Resources, Government of the Northwest Territories or his authorized designate;
  - ii) "User Authority" means any department or agency of the Government of the Northwest Territories as designated by the Minister of Government Services; and,
  - iii) "GNWT" means the Government of the Northwest Territories.
1. It is a condition of any resultant contract that payment thereunder is subject to Section 46 of the Financial Administration Act, as amended, which provides as follows:

"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."
  2. The GNWT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the contractor has failed to comply with or has in any way breached an obligation of the contractor. Any such holdback shall continue until the breach has been rectified to the satisfaction of the GNWT.
  3. Any information obtained from or concerning any department of the GNWT, or clients of any department of the GNWT by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the GNWT and in the possession of or under the control of the contractor. This clause shall remain in effect, notwithstanding the termination of any contract.
  4. The contractor shall indemnify and hold harmless, the GNWT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the contractor under the agreement.
  5. Time shall be of the essence.
  6. The contractor shall be liable to the GNWT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the contractor's control.
  7. In the event that the contractor is, in the opinion of the Contracting Authority, in default in respect of any obligation of the contractor hereunder the GNWT may do any act as it deems necessary to rectify such default and the GNWT may deduct or set off the cost of such rectification against any payment due the contractor.
  8. The GNWT may set off any payment due the contractor pursuant to this contract against any monies owed by the contractor to the GNWT pursuant to this contract or otherwise.
  9. The GNWT may terminate this contract at any time without penalty upon giving written notice to this effect to the contractor if, in the opinion of the Contracting Authority, the contractor is unable to deliver the service as required, the contractor's performance of work is persistently faulty or in the event that the contractor becomes insolvent or commits an act of bankruptcy. This contract shall terminate as of the day for termination set out in the written notice and the contractor shall forthwith invoice the GNWT for work performed to the date of termination.

10. The contract may not be assigned in whole or in part by the contractor without the prior written consent of the GNWT.
11. This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.
12. Nothing contained herein shall create or shall be deemed to create the relationship of either employer and employee or principal and agent between the parties.
13. This contract shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
14. No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
15. The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
16. In the event that any actual or potential labour dispute delays or threatens to delay timely performance of this contract, the contractor agrees forthwith to give written notice of such dispute to the Contracting Authority and the GNWT may terminate this contract without penalty, expense or liability upon giving written notice to this effect to the contractor.
17.
  - a) The GNWT may terminate this contract without penalty, expense or liability at any time for any reason whatsoever upon giving thirty (30) days written notice to this effect to the contractor.
  - b) In the event that the Contractor defaults or fails to observe the terms and conditions of the contract in any material aspect, the Minister will have the right to do any one or more of the following:
    - i) Give the Contractor notice of the default, required corrective action, and the time period within which corrective action is required to avoid immediate termination of the Contract;
    - ii) Give the Contractor ten (10) days notice of his intention to terminate the contract for cause. Ten (10) days thereafter, the contract and Contractor's occupation of the premises will end, regardless of any corrective action by the Contractor; and/or
    - iii) Immediately terminate the contract, if, in the sole discretion of the Minister, the default or failure to observe terms and conditions is so egregious as to warrant immediate termination. Upon such termination, the Contractor's rights to occupy the premises will end forthwith.
18. The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other Minister, officer, employee or agent of the GNWT.
19. This contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.
20.
  - a) Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered or posted by prepaid registered mail and shall be addressed as follows:
    - i) If, to the GNWT:

Air Quality Specialist,  
Department of Renewable Resources, GNWT

600 - 5102 50 Avenue  
Yellowknife, NT X1A 3S8

ii) If, to the contractor:

- b) Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivering or if sent by prepaid registered mail shall be deemed to have been received on the seventh day subsequent to the date of posting.

21. Insurance Requirements

The contractor shall without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the territory or province having such jurisdiction over such employees. If the contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to the employee of the contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the contractor at its sole cost and not reimbursed by the GNWT.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the contractor's employee engaged in the work. If workers' compensation insurance exists, then in such event, the aforementioned employer's liability insurance shall not be required but the comprehensive general liability insurance policy referred to in item (c) herein shall contain an endorsement providing for contingent employer's liability insurance.
- c) Comprehensive general liability insurance with limits of not less than \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not limited to the following terms and conditions:
- i) premises and operations liability;
  - ii) products and completed operations liability;
  - iii) contractor's protective liability, should any work be sublet;
  - iv) blanket contractual liability;
  - v) broad form property damage;
  - vi) personal injury liability;
  - vii) cross liability clause; and,
  - viii) professional service insurance.

All policies shall provide thirty (30) days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

The policies shall name the GNWT and all subcontractors as additional insured, except on workers' compensation insurance, and shall extend to cover the employees of the insured hereunder.

The contractor shall have its insurers waive subrogation rights against the GNWT and its employees and any subcontractor.

The contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The contractor shall deposit with the GNWT prior to commencing the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the GNWT and with insurance companies satisfactory to the GNWT.

22. Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the GNWT and the contractor hereby absolutely assigns to the GNWT the copyright in the property for the whole of the term of the copyright.

The contractor shall not release or comment <sup>jointly</sup> on any aspect of the work undertaken to anyone other than the contract manager(s) unless approval is provided by the contract manager(s).

23. The GNWT is exempt from GST as per the following certification:

"We certify that the goods/services purchased by the Government of the Northwest Territories are being purchased with Crown funds, and therefore not subject to the Goods and Services Tax." The Contractor will arrange with Revenue Canada to claim full input tax credits, if any, from the Federal Government. remove the ( )

24. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.

**COVER SHEET - FACSIMILE TRANSMISSION**



NUMBER OF PAGES 11 PLUS COVER

DATE: 18 August 1994

TO: Dave Anthony  
Royal Oak

873-2980

FROM: Jim Sparling  
Air Quality Specialist  
Environmental Protection Division  
Department of Renewable Resources  
Government of the Northwest Territories  
600, 5102 - 50 Avenue  
Yellowknife, NT X1A 3S8

Telephone - (403) 920-6396  
FAX - (403) 873-0221

**MESSAGE:**

Attached please find the Memorandum of Understanding and the Request for Proposals package. Please phone me this afternoon to discuss next steps.

*Levin : please review*

*(Tave)*

*Comments*  
*2*  
*[Signature]*

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**REQUEST FOR PROPOSAL**

**ATMOSPHERIC DISPERSION MODELLING**

**IN THE YELLOWKNIFE AREA**

**August 1994**

**Reference # S-9403**



**SECTION I****TERMS OF REFERENCE****ATMOSPHERIC DISPERSION MODELLING**

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### Rating

The evaluation team will utilize specific evaluation criteria to rate various requirements for evaluation purposes. Such a rating will be confidential and no totals or scores will be released to any vendor.

The proposals will be evaluated using the following criteria which are further described in section 22. These are:

- \* Project team.
- \* Methodology.
- \* Related experience.
- \* Schedule.
- \* Project Costs.

## 22. PROPOSER RESPONSE GUIDELINES

Interested consultants will include the following information in their proposal:

- i) Description of the project team, resources, amount of time and their location to be assigned or made available to the study, including names and resumes of each member of the project team indicating how and in what ways the proposed resource satisfies the needs identified in the Request for Proposal. List any sub-firms and laboratories which may be employed and their capabilities. List the project team leader.
- ii) The methodology or approach that will be used by the firm to complete the study. The firm is to explain in detail the sampling and analytical protocols which will be applied to complete the study.
- iii) A list of similar studies on which the firm and project team is currently working on or has completed within the last five years. List clients for possible reference check.
- iv) Comment on the proposed schedule outlined in the Terms of Reference.
- v) Outline fee and expense estimates with explanation including person hour estimates; rates for each team member and support services/staff. Total prices bid must be stated in actual dollars and cents expressed in Canadian funds.

23. The contractual agreement shall be substantially in the form and contain the terms and conditions prescribed by the GNWT. In the event of any inconsistency between the accepted proposal/Request for Proposal, and the contract, the latter shall supersede the former.

→ the consultant will be held liable for release of any aspect of the report or comment on

Confidentiality -  
liability to contract  
if not back

**GENERAL TERMS AND CONDITIONS OF TENDERS AND PROPOSALS****DEFINITIONS: For the purpose of this contract:**

- i) "Contracting Authority" means the Minister of Renewable Resources, Government of the Northwest Territories or his authorized designate;
  - ii) "User Authority" means any department or agency of the Government of the Northwest Territories as designated by the Minister of Government Services; and,
  - iii) "GNWT" means the Government of the Northwest Territories.
1. It is a condition of any resultant contract that payment thereunder is subject to Section 46 of the Financial Administration Act, as amended, which provides as follows:

"It is a condition of every contract made by or on behalf of the government requiring an expenditure, that an expenditure pursuant to the contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract."
  2. The GNWT, having given written notice of a breach, may withhold or hold back in whole or in part any payment due the contractor without penalty, expense or liability, if in the opinion of the Contracting Authority, the contractor has failed to comply with or has in any way breached an obligation of the contractor. Any such holdback shall continue until the breach has been rectified to the satisfaction of the GNWT.
  3. Any information obtained from or concerning any department of the GNWT, or clients of any department of the GNWT by the contractor, its agents or employees in the performance of any contract shall be confidential. The contractor shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all material and information that is the property of the GNWT and in the possession of or under the control of the contractor. This clause shall remain in effect, notwithstanding the termination of any contract.
  4. The contractor shall indemnify and hold harmless, the GNWT, its officers, employees, servants and agents from and against all claims, actions, causes of action, demands, losses, costs, damages, expenses, suits or other proceedings by whomsoever made, brought or prosecuted in any manner based upon or related to the activities of the contractor under the agreement.
  5. Time shall be of the essence.
  6. The contractor shall be liable to the GNWT for any loss or damage to property or equipment that is supplied to or placed in the care, custody or control of the contractor for use in connection with the contract whether or not such loss or damage is attributable to causes beyond the contractor's control.
  7. In the event that the contractor is, in the opinion of the Contracting Authority, in default in respect of any obligation of the contractor hereunder the GNWT may do any act as it deems necessary to rectify such default and the GNWT may deduct or set off the cost of such rectification against any payment due the contractor.
  8. The GNWT may set off any payment due the contractor pursuant to this contract against any monies owed by the contractor to the GNWT pursuant to this contract or otherwise.
  9. The GNWT may terminate this contract at any time without penalty upon giving written notice to this effect to the contractor if, in the opinion of the Contracting Authority, the contractor is unable to deliver the service as required, the contractor's performance of work is persistently faulty or in the event that the contractor becomes insolvent or commits an act of bankruptcy. This contract shall terminate as of the day for termination set out in the written notice and the contractor shall forthwith invoice the GNWT for work performed to the date of termination.

10. The contract may not be assigned in whole or in part by the contractor without the prior written consent of the GNWT.
11. This contract comprises the entire agreement between the parties hereto and supersedes and shall take effect in substitution for all previous agreements and arrangements whether written or implied between the parties relating to the services to be provided by the contractor and all such prior agreements, arrangements and understandings shall be deemed to have been terminated by mutual consent with effect from the date of execution of this contract.
12. Nothing contained herein shall create or shall be deemed to create the relationship of either employer and employee or principal and agent between the parties.
13. This contract shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.
14. No waiver by either party of any breach of any term, condition or covenant of this contract shall be effective unless the waiver is in writing and signed by both parties. A waiver, with respect to a specific breach, shall not affect any rights of the parties relating to other or future breaches.
15. The failure of either party at any time to require the performance of any provision or requirement of this contract shall not affect the right of that party to require the subsequent performance of that provision or requirement.
16. In the event that any actual or potential labour dispute delays or threatens to delay timely performance of this contract, the contractor agrees forthwith to give written notice of such dispute to the Contracting Authority and the GNWT may terminate this contract without penalty, expense or liability upon giving written notice to this effect to the contractor.
17.
  - a) The GNWT may terminate this contract without penalty, expense or liability at any time for any reason whatsoever upon giving thirty (30) days written notice to this effect to the contractor.
  - b) In the event that the Contractor defaults or fails to observe the terms and conditions of the contract in any material aspect, the Minister will have the right to do any one or more of the following:
    - i) Give the Contractor notice of the default, required corrective action, and the time period within which corrective action is required to avoid immediate termination of the Contract;
    - ii) Give the Contractor ten (10) days notice of his intention to terminate the contract for cause. Ten (10) days thereafter, the contract and Contractor's occupation of the premises will end, regardless of any corrective action by the Contractor; and/or
    - iii) Immediately terminate the contract, if, in the sole discretion of the Minister, the default or failure to observe terms and conditions is so egregious as to warrant immediate termination. Upon such termination, the Contractor's rights to occupy the premises will end forthwith.
18. The Contracting Authority may delegate any of his authority and undertaking pursuant to this contract to any other Minister, officer, employee or agent of the GNWT.
19. This contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

20. a) Any notice required to be given herein or any other communication required by this contract shall be in writing and shall be personally delivered or posted by prepaid registered mail and shall be addressed as follows:
- i) If, to the GNWT:
- Air Quality Specialist,  
Department of Renewable Resources, GNWT  
600 - 5102 50 Avenue  
Yellowknife, NT X1A 3S8
- ii) If, to the contractor:
- b) Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivering or if sent by prepaid registered mail shall be deemed to have been received on the seventh day subsequent to the date of posting.

21. Insurance Requirements

The contractor shall without limiting his obligations or liabilities hereto, obtain, maintain and pay for during the period of this agreement, the following insurance with limits not less than those shown:

- a) Workers' compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the territory or province having such jurisdiction over such employees. If the contractor is assessed any additional levy, extra assessment or super-assessment by a Workers' Compensation Board as a result of an accident causing injury or death to the employee of the contractor or subcontractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the contractor at its sole cost and not reimbursed by the GNWT.
- b) Employer's liability insurance with limits not less than \$500,000 for each accidental injury to or death of the contractor's employee engaged in the work. If workers' compensation insurance exists, then in such event, the aforementioned employer's liability insurance shall not be required but the comprehensive general liability insurance policy referred to in item (c) herein shall contain an endorsement providing for contingent employer's liability insurance.
- c) Comprehensive general liability insurance with limits of not less than \$2,000,000, inclusive, per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not limited to the following terms and conditions:
- i) premises and operations liability;
  - ii) products and completed operations liability;
  - iii) contractor's protective liability, should any work be sublet;
  - iv) blanket contractual liability;
  - v) broad form property damage;
  - vi) personal injury liability;
  - vii) cross liability clause; and,
  - viii) professional service insurance.

All policies shall provide thirty (30) days written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

The policies shall name the GNWT and all subcontractors as additional insured, except on workers' compensation insurance, and shall extend to cover the employees of the insured hereunder.

The contractor shall have its insurers waive subrogation rights against the GNWT and its employees and any subcontractor.

The contractor shall be responsible for any deductibles, exclusions and/or insufficiency of coverage relating to such policies.

The contractor shall deposit with the GNWT prior to commencing the work a certificate of insurance evidencing the insurance(s) required by this clause in a form satisfactory to the GNWT and with insurance companies satisfactory to the GNWT.

22. Title to any report, drawing, photograph, plan, specification, model, prototype, pattern, sample, design, logo, technical information, invention, method or process and all other property, work or materials which are produced by the contractor in performing the contract or conceived, developed or first actually reduced to practice in performing the contract (herein called "the property") shall vest in the GNWT and the contractor hereby absolutely assigns to the GNWT the copyright in the property for the whole of the term of the copyright.
23. The GNWT is exempt from GST as per the following certification:  
  
**"We certify that the goods/services purchased by the Government of the Northwest Territories are being purchased with Crown funds, and therefore not subject to the Goods and Services Tax." The Contractor will arrange with Revenue Canada to claim full input tax credits, if any, from the Federal Government.**
24. It is intended that all provisions of this agreement shall be fully binding and effective between the parties, but in the event that any particular provision or provisions or a part of one is found to be void, voidable or unenforceable for any reason whatever, then the particular provision or provisions shall be deemed severed from the remainder of this agreement and all other provisions shall remain in full force.