

Request for Proposals

Eastern Newfoundland Strategic Environmental Assessment

Closing Date: Monday June 3, 2013

Table of Contents

	<u>Page</u>
1.0.....Introduction.....	1
2.0.....Objective of the Work	2
3.0.....Scope of Work.....	4
4.0.....Reporting and Scheduling	4
5.0.....Deliverables	5
6.0.....Contents of a Proposal	6
7.0.....Evaluation Methodology and Contract Selection Method	7
7.1 Rated Requirements.....	7
7.2 Evaluation Criteria:	9
8.0.....Submission of Proposals.....	10
9.0.....Amendment of a Proposal.....	11
10.0 ...Contract for Services.....	11
10.1 Parties.....	11
10.2 Estimated Contract Award Date.....	11
10.3 Contract Completion Date.....	12
10.4 Method of Payment.....	12
10.5 Pre-Contract Costs	12
11.0 ...Validity of Proposal	12
12.0 ...Requests for Information.....	12
13.0 ...Pre-Submission Inquires.....	12
Appendix A - Eastern Newfoundland SEA Scoping Document.....	.....
Appendix B - Proposal Response Form .....	.....
Appendix C - Contract for Services (Draft).....	.....

1.0 Introduction

The Canada-Newfoundland and Labrador Offshore Petroleum Board (C-NLOPB) invites proposals for the completion of the Eastern Newfoundland Strategic Environmental Assessment (SEA).

The Board's authority is derived from the legislation implementing the February 11, 1985 Atlantic Accord between the two governments. The *Canada-Newfoundland Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act* (“the *Accord Acts*”) provide for joint management of the offshore area.

The C-NLOPB is responsible, on behalf of the Government of Canada and the Government of Newfoundland and Labrador, for the regulation of petroleum exploration and production activities in the Newfoundland and Labrador Offshore Area (NL Offshore Area). Since 2002, the C-NLOPB has been undertaking SEAs of areas in which the issuance of exploration licences could be contemplated, excepting those areas that have already been subject to substantial levels of assessment.

Strategic environmental assessment is a broad-based approach to environmental assessment that examines the environmental effects which may be associated with a plan, program or policy proposal and that allows for the incorporation of environmental considerations at the earliest stages of program planning. SEA typically involves a broader-scale environmental assessment that considers the larger ecological setting, rather than a project-specific environmental assessment that focuses on site-specific issues with defined boundaries. Additional information regarding SEA may be found on the Canadian Environmental Assessment Agency web site at: <http://www.ceaa-acee.gc.ca>.

In the Board’s case, the “strategic decision” informed by the results of a SEA is to offer Exploration Licences (ELs) for bid and issuance within the NL Offshore Area. The SEA will consider petroleum-related activities that may occur offshore if one or more exploration licences are issued. An exploration licence confers:

1. The right to explore for, and the exclusive right to drill and test for, petroleum;
2. The exclusive right to develop those portions of the offshore area in order to produce petroleum; and
3. The exclusive right, subject to compliance with the other provisions of the *Accord Acts*, to apply for a production licence.

Activities associated with the above may include: seismic and other geophysical surveys; drilling of wells (either exploration or delineation); and well abandonment. If one or more exploration drilling programs successfully identify petroleum resources with commercial potential, production activities may follow. Production activities may involve: drilling of wells (delineation, development/production, and injection wells); installation and operation of subsea equipment; installation and operation of production facilities; and production abandonment activities. These activities require the specific approval of the C-NLOPB and each requires a project-specific assessment of its associated environmental effects. The SEA will provide an overview of the existing environment, discuss in broader terms the potential environmental effects associated with offshore oil and gas, identify knowledge and data gaps, identify sensitive areas, highlight issues of concern and make recommendations for mitigation and planning.

Information from the SEA will assist the C-NLOPB in determining whether future exploration rights should be offered in whole or in part for an area, and may also identify general mitigative measures that should be considered for application to exploration and production activities.

In order to assist in the conduct of the SEA for the Eastern Newfoundland offshore area, a working group was established in 2013. The Working Group is chaired by the C-NLOPB and consists of members representing federal and provincial government departments and agencies, local Economic Regional Development Board, the fishing industry, and non-governmental organizations. The Working Group assisted in the preparation of a Scoping Document for the conduct of the SEA, and will assist the C-NLOPB in the development of the SEA Report.

2.0 Objective of the Work

To undertake a SEA of offshore¹ oil and gas exploration and production activities, in accordance with the Scoping Document (Appendix A) for the Strategic Environmental Assessment of the Eastern Newfoundland offshore area. The area of focus for the Eastern Newfoundland SEA is outlined in Figure 1.

¹ The terms 'offshore' or 'offshore area' refer to the jurisdictional area of the C-NLOPB, as defined in the *Canada-Newfoundland Atlantic Accord Implementation Act* to mean "those submarine areas lying seaward of the low water mark of the Province and extending, at any location as far as (a) any prescribed line, or (b) where no line is prescribed at that location, the outer edge of the continental margin or a distance of two hundred nautical miles from the baselines from which the breadth of the territorial sea of Canada is measured, whichever is greater."

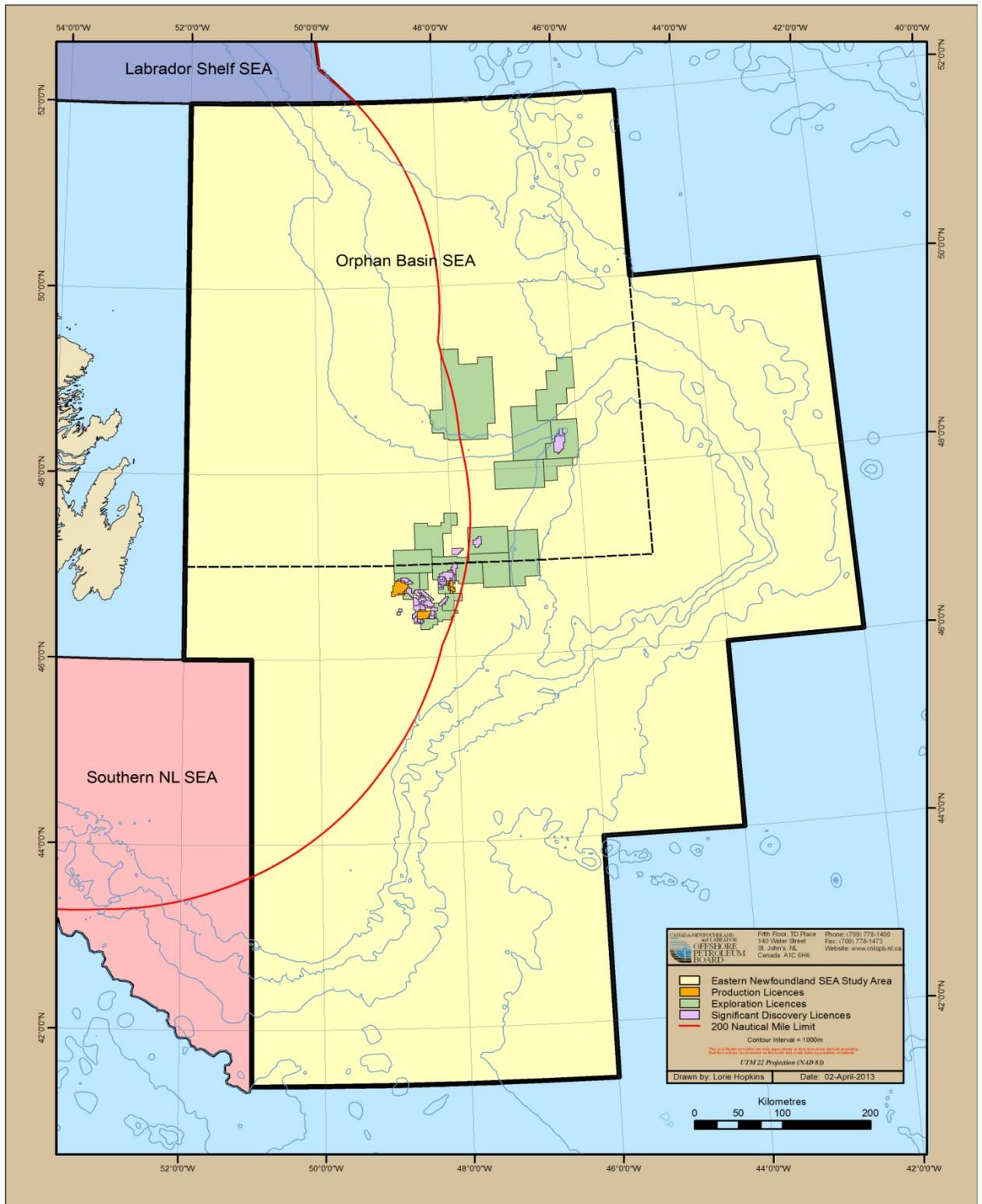


Figure 1 – Eastern Newfoundland SEA Study Area

In 2003, the C-NLOPB published a SEA for a portion of the Eastern Newfoundland offshore area. The scope of the Eastern Newfoundland SEA will include updating the information in the “*Orphan Basin Strategic Environmental Assessment*” (LGL Limited November 2003).

3.0 Scope of Work

The Contractor will complete the following tasks:

1. Prepare for, coordinate, conduct, and manage public consultation sessions with community groups, fish processors, interested stakeholders and government agencies to solicit input and identify issues and concerns for use in the SEA. Public open house consultation sessions will be held in St. John’s, Marystown, Placentia, Clarendville, and Gander. However, other locations may be identified during the development of the Consultation Plan. Stakeholder meetings will be held in Trepassey, Old Perlican, Bonavista, New-Wes-Valley, Fogo Island, Twillingate, and other surrounding communities that may be identified during the development of the Consultation Plan. These sessions will be concurrent with the preparation of the SEA Report (DRAFT 1). The contractor will prepare a Consultation Plan that will be used to consult with the C-NLOPB and Working Group regarding the planning and scheduling of these consultation sessions.
2. Prepare a SEA Report (DRAFT 1), based on the Scoping Document (Appendix A). A separate Consultation Report, providing the results of the consultation sessions, will be included in the SEA Report. Information, issues and concerns gathered through the public consultation sessions described above will be incorporated into the SEA Report (DRAFT 1).
3. Prepare and submit a revised SEA Report (DRAFT 2), based on review comments from C-NLOPB and members of the Working Group. The SEA Report (DRAFT 2) will be made available for wider public and regulatory review.
4. Following the close of the public/regulatory comment period of DRAFT 2, prepare a revised SEA Report (DRAFT 3) incorporating review comments.
5. Prepare a Final SEA Report, incorporating any final comments by C-NLOPB and the Working Group upon review of the SEA Report (DRAFT 3).

4.0 Reporting and Scheduling

All work will be reported to the C-NLOPB, the Contract Authority. The following schedule and reporting requirements **must** be followed.

1. **Initial Meeting** with C-NLOPB staff and members of the Working Group within 3 working days following award of contract. The meeting shall be held at the C-NLOPB office in St. John's.
2. **Consultation Plan** to be submitted **no later than 3 weeks** following award of contract.
3. **DRAFT 1** to be submitted **no later than 16 weeks** following award of contract.
4. **DRAFT 2** to be submitted **no later than 4 weeks** following receipt of comments from the C-NLOPB on DRAFT 1 (DRAFT 2 will be made available for public comment period).
5. **Meeting** with C-NLOPB staff and Working Group members to review submitted comments on DRAFT 2. Meeting to be held within **3 days** of receipt of comments from the C-NLOPB.
6. **DRAFT 3** to be submitted **no later than 3 weeks** following the meeting referred to in item 5 for final review.
7. **FINAL SEA Report** to be submitted **no later than 2 weeks** following receipt of comments from C-NLOPB on DRAFT 3.

It is expected that the contractor will work closely with the C-NLOPB in the development of the work task items.

5.0 Deliverables

Note – for the following, the number of copies will depend on circulation of the SEA Report (DRAFT 2), Final SEA Report, and the feasibility of distributing electronic copies in place of hard copies. The following is an estimate for proposal purposes.

With regard to colour pages, only those figures that are required to be in colour for review/interpretation purposes shall be printed/copied in colour. All other figures/photos shall be printed in black and white.

With reference to **Section 3.0 Scope of Work**, the following copies are required:

Consultation Plan 1 electronic copy in MS Word format (any one file cannot exceed 3 mB) and 1 electronic copy in PDF format.

- DRAFT 1:**
- 20 colour, double-sided printed copies of SEA Report (DRAFT 1)
 - 1 electronic copy in MS Word format (any one file cannot exceed 3mB), and **all figures** must be embedded in the MS Word Document
 - 20 electronic copies in PDF format

- DRAFT 2:**
- Table of concordance for SEA Report (DRAFT 1) comments (filed as a separate document)
 - **40** colour, double-sided printed copies of SEA Report (DRAFT 2)
 - **1** electronic copy in MS Word format (any one file cannot exceed 3 mB and **all figures** must be embedded in the MS Word Document)
 - **40** electronic copies in PDF format
- DRAFT 3:**
- Table of concordance for SEA Report (DRAFT 2) comments (filed as a separate document)
 - **20** colour, double-sided printed copies of SEA Report (DRAFT 3)
 - **1** electronic copy in MS Word format (any one file cannot exceed 3 mB) and **all figures** must be embedded in the MS Word Document
 - **20** electronic copies in PDF format
- FINAL:**
- Table of concordance for SEA Report (DRAFT 3) comments (filed as a separate document)
 - **40** double-sided printed copies of the FINAL SEA Report
 - **1** electronic copy in MS Word format (any one file cannot exceed 3 mB) and **all figures** must be embedded in the MS Word Document
 - **40** electronic copies in PDF format

6.0 Contents of a Proposal

Bidders must submit a proposal addressing all requirements in this Request for Proposals (RFP). Proposals must contain the following information:

- ◆ Discussion of the methodology employed to undertake the work. Any difficulties that could impact project schedule should be identified;
- ◆ Individual project work tasks will be identified and all resources (e.g., person days, expenses, travel) estimated;
- ◆ The project team structure will be described and specific individual responsibilities for each work task identified. Resumes, including experience with similar types of projects, should be included;
- ◆ Project schedule showing start and completion dates as well as significant project milestones;
- ◆ A project budget for each task, including a breakdown of fees and disbursements

- All travel costs are to be included in project budget. The travel cost must include a contingency for travel delay (e.g. weather). If travel costs are excluded, the proposal will be rejected;
- **Realistic** estimate of printing costs. Refer to final reports for Southern Newfoundland and the Labrador Shelf SEAs at <http://www.cnlopb.nl.ca/environment/stratcompleted.shtml> for an estimate of number of pages (including number of colour copies).

It is expected that the Proposal submitted will be based on the information requirements outlined in the Scoping Document (Appendix A).

The proposal should be concise and should address, but not necessarily be limited to, the rated criteria listed in **Section 7.0**. The rated criteria will be used to evaluate the relative merits of each proposal and will be based solely on content. The proposal therefore should address the rated criteria in sufficient detail to permit a complete evaluation. Items not addressed will be given a score of zero.

Bids should be submitted in the format requested. If the Bidder feels that the terms and conditions of this RFP will restrict it unnecessarily, it should state so in the bid. Any deviations from these conditions should be provided in detail with an explanation as to why they are being proposed. It is the responsibility of the Bidder to obtain clarification of the requirements contained herein, if necessary, prior to submitting its proposal.

7.0 Evaluation Methodology and Contract Selection Method

Proposals will be evaluated against the following rated criteria. In order to be considered valid, a proposal must achieve the minimum ratings identified.

The successful Bidder will be selected on the basis of **RATIO OF IMPORTANCE – PRICE TO PROPOSAL** that achieves the minimum pass mark established for each of the rated criteria sections identified herein.

7.1 Rated Requirements

In order to be considered valid, proposals must achieve a minimum rating of **75%** or better under each of the three (3) rated criteria sections. Those proposals failing to achieve the required ratings will be considered non-responsive and will not be considered for award of contract.

Section 1 Approach and Methodology

Available Points 60

Required Pass Mark 45

1. The Bidder should demonstrate a clear understanding of the project, its objectives and the purpose for conducting the work
2. The Bidder should provide a detailed account of recently completed projects of a similar scope and nature, including the methodology which was used to achieve objectives, and, if applicable, explain any methodology changes being brought to the proposed approach

Section 2 Project Management

Available Points 15

Required Pass Mark 11.25

1. The Bidder should demonstrate through its project management plan the following
 - ♦ the proposed methodology
 - ♦ a work breakdown structure, including a resource plan
 - ♦ organization of the project team
 - ♦ responsibility assignment of personnel
 - ♦ project management and control (time, cost, performance)
 - ♦ milestones, deliverables and estimated completion dates for each required task
 - ♦ assumptions made in creating the plan.
2. The Bidder should outline how it intends to keep the C-NLOPB informed of project progress and apprise them of any evolving issues throughout the course of the project.
3. The Bidder should clearly indicate the member of the project team who will provide the status reports or identify evolving issues and how they will be communicated.

Section 3 Proposed Personnel

Available Points 25

Required Pass Mark 18.75

1. The Bidder should identify the proposed project manager, including his/her role, qualifications and experience.
2. The Bidder should identify key personnel assigned to the project and include their resumes, detailing their roles and responsibilities in similar projects.
3. The Bidder should demonstrate the ability to substitute personnel (both in terms of assigned personnel and key speakers) with the same qualifications and experience or better in the event that person is unable to perform tasks (e.g., sickness, vacation) to

maintain quality and project schedule. No substitutions shall take place without the prior written approval of the C-NLOPB.

7.2 Evaluation Criteria:

- ◆ Proposal: 100 points maximum.
- ◆ Must achieve a minimum of 75% in **each** of the 3 sections.
- ◆ Ratio of Importance: Price 20% Proposal 80%.
- ◆ Highest score and lowest price receive full rated percentage and others pro-rated accordingly.

Winner is highest total points established from price and proposal rating.

EXAMPLE (for illustrative purposes only)

PASSING BIDS:

	Bid 1 (points)	Bid 2 (points)	Bid 3 (points)
Proposal Rating	90	82.5	72.5
Price	\$ 100k	\$ 98k	\$ 92k

CALCULATIONS:

Bid 1: Full rating for highest points in proposal = 80.0
 Price Pro-rating (92/100) x 20% = 18.4
 TOTAL = 98.4

Bid 2: Proposal pro-rating, (82.5/90) x 80% = 73.3
 Price pro-rating, (92/98) x 20% = 18.7
 TOTAL = 92.0

Bid 3: Proposal pro-rating (72.5/90) x 80% = 64.4
 Full Rating for lowest bid = 20.0
 TOTAL = 84.4

WINNER = BID 1

8.0 Submission of Proposals

Bidders must submit the following documents and copies as identified below. The Closing Date for the RFP is **4:00 pm** Newfoundland time on **Monday, June 3, 2013**.

The Proposal must consist of the following:

- a) The Proposal should clearly state the name and address of the Bidder
- b) The Proposal Response Form (Appendix B) shall accompany the proposal as the cover page. **It shall not form part of the electronic copy.**
- c) **4 double-sided hard copies and 1 electronic copy** of the Technical Proposal, which meets the requirements set out in this RFP (the electronic copy file size **must not exceed 3.0 MB**)
- d) Resumes/Curriculum Vitae **must** be under separate cover, and submitted in a file separate from the technical proposals (**file size must not exceed 3.0 MB**)

- e) **4 double-sided hard copies and 1 electronic copy (file size cannot exceed 3.0 MB)** of the Cost Proposal which meets the requirements set out in Section 6.0. The Cost Proposal **must** be bound separate from the Technical Proposal.
- f) All Proposals submitted in response to this RFP must be in a sealed envelope clearly marked as follows:

Request for Proposals

Eastern Newfoundland Strategic Environmental Assessment

- g) Sealed Proposals will be received by the C-NLOPB at the following address

Canada-Newfoundland and Labrador Offshore Petroleum Board
Fifth Floor, TD Place
140 Water Street
St. John's, NL
A1C 6H6
ATTENTION: Elizabeth Young

- h) Proposals must be received at the above address prior to the time of closing of this RFP. Proposals received after the time of closing will not be considered and will be returned unopened to the Bidder.
- i) Proposals and supporting documents submitted in a timely fashion will not be returned.

9.0 Amendment of a Proposal

A Proposal that is submitted to the C-NLOPB by the Bidder in accordance with this RFP, may be amended by a letter, provided the revision is received at the address above designated for the receipt of proposals prior to the closing time for the submission of Proposals.

10.0 Contract for Services

10.1 Parties

The successful Bidder will be required to enter into a contract with the C-NLOPB that will reflect the deliverables in accordance with the RFP and the submission of the Bidder. A copy of a standard (DRAFT) Contract for Services is annexed as Appendix "C" hereto and forms part of this RFP.

10.2 Estimated Contract Award Date

It is estimated that a Contract for Services against this RFP will be awarded by June 28, 2013. The successful Bidder will be expected to begin work upon award.

10.3 Contract Completion Date

All deliverables and commitments under the Contract for Services must be completed on or before **April 30, 2014**.

10.4 Method of Payment

The Proposal should reflect the preferred method of payment for services rendered. The following options for the method of payment are available in the Contract and will be incorporated into Schedule “C” – of the Contract for Services:

- (a) One lump sum payment upon completion of the contract; or
- (b) Progress payments (subject to a 10% holdback) to be made not more frequently than once per month. Invoices for progress payment would normally be presented to the C-NLOPB upon completion of a **major** deliverable (i.e., DRAFT 1, DRAFT 2, DRAFT 3, and FINAL SEA Report).

The maximum amount to be paid (including expenses) by the C-NLOPB for this contract shall not exceed \$200,000.00 plus HST.

10.5 Pre-Contract Costs

No payment shall be made for costs incurred in the preparation or submission of proposals in response to this RFP.

11.0 Validity of Proposal

Any proposal received by the C-NLOPB must remain open for acceptance for a period of not less than thirty (30) days after the Closing Date of this RFP. After the Closing Date, no amendments will be accepted.

12.0 Requests for Information

The C-NLOPB reserves the right to request further detailed financial data to support the rates and other costs reflected in the project budget.

13.0 Pre-Submission Inquiries

All inquiries regarding the submission of a proposal must be made in writing and submitted to:

Elizabeth Young
Canada-Newfoundland and Labrador Offshore Petroleum Board
5th Floor TD Place
140 Water Street
St. John's, NL
A1C 6H6

Telephone: (709) 778-1400
Facsimile: (709) 778-1432
E-mail: information@cnlopb.nl.ca

Inquiries should be received no later than 5 calendar days prior to the Closing Date of this RFP to allow sufficient response time. Otherwise, a response cannot be guaranteed.

Appendix A

Eastern Newfoundland Strategic Environmental Assessment

Scoping Document



**Eastern Newfoundland
Strategic Environmental Assessment**

Scoping Document

Prepared by:

**Canada-Newfoundland and Labrador Offshore Petroleum Board
Environmental Affairs Department**

St. John's, NL

For more information, contact:

**C-NLOPB
5th Floor, TD Place
140 Water Street
St. John's, NL A1C 6H6**

Tel: (709) 778-1400

Fax: (709) 778-1473

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May 8, 2013

Table of Contents

1.0Introduction.....	1
2.0Background.....	3
3.0Objectives	4
4.0	.....Past and Present Oil and Gas Activity	5
5.0	.....Scope of SEA.....	6
.....5.1	..... Spatial and Temporal Boundaries.....	6
.....5.2	..... Factors and Issues to be Considered	7
.....	..... 5.2.1 Physical Environment.....	9
.....	..... 5.2.2 Biological Environment.....	9
.....	..... 5.2.3 Human Activities	11
.....	..... 5.2.4 Project-Environment Interactions.....	12
.....	..... 5.2.5 Environment-Project Interactions.....	14
.....5.3	..... Conclusions and Recommendations	14
.....5.4	..... Consultations	15

1.0 Introduction

This document describes the scope of a strategic environmental assessment (SEA) for offshore petroleum exploration and production related activities in the marine area east of the island of Newfoundland. It outlines the factors to be considered in the SEA, the scope of those factors and guidelines for the preparation of the SEA report.

The Canada-Newfoundland and Labrador Offshore Petroleum Board (C-NLOPB) has the responsibility pursuant to the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Act* and the *Canada-Newfoundland and Labrador Atlantic Accord Implementation Newfoundland and Labrador Act* (herein referred to as the *Accord Acts*) to ensure that offshore oil and gas activities proceed in an environmentally responsible manner. In 2002, the C-NLOPB made the decision to conduct SEAs in those areas of the Newfoundland and Labrador Offshore Area that may have the potential for offshore petroleum exploration activity but that were not subject to recent SEA nor to recent and substantial project-specific environmental assessments and to review SEAs every five years, or when an issue of major importance arises, to determine whether an update is required.

Figure 1 depicts the proposed Eastern Newfoundland SEA Study Area. The Study Area includes the area covered in the Orphan Basin SEA (LGL 2003) and in keeping with the C-NLOPBs commitment to regularly update SEAs, updating that information as necessary, along with areas generally to the south of that area that have not been subject to an SEA. The report may include consideration, if applicable, of potential effects on Valued Ecosystem Components (VECs) in adjacent areas. The boundaries may vary with each VEC and the factors considered.

The Scoping Document was drafted by C-NLOPB staff with the assistance of a Working Group with representation from federal and provincial government agencies, local Economic Regional Development Board, the fishing industry, and non-governmental organizations.

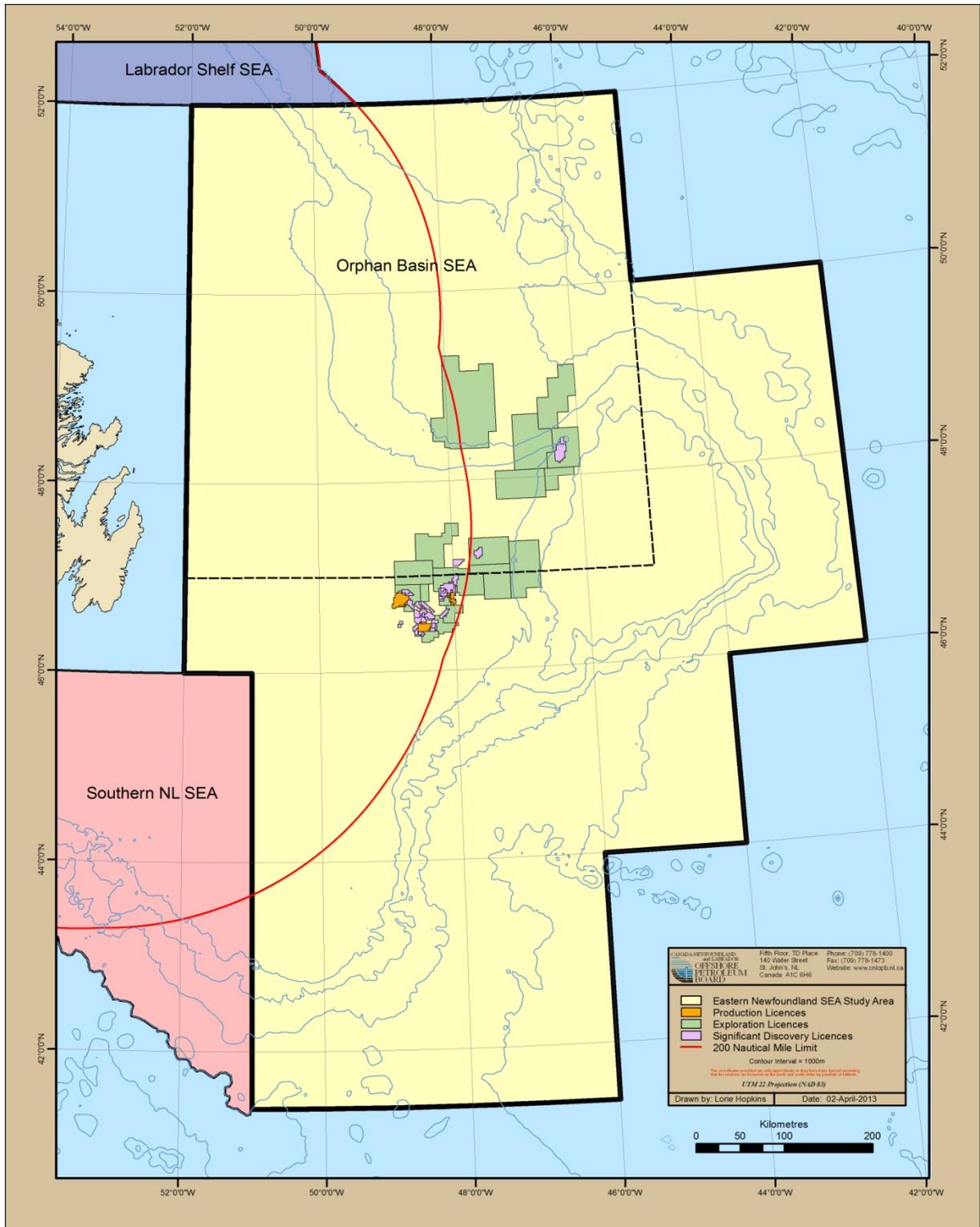


Figure 1 – Eastern Newfoundland SEA Study Area

2.0 Background

Strategic environmental assessment is defined as “the systematic and comprehensive process of evaluating the environmental effects of a policy plan or program, and its alternatives” (Government of Canada Cabinet Directive, 2010). SEA incorporates a broad-based approach to environmental assessment (EA) that examines the environmental effects which may be associated with a plan, program or policy proposal and that allows for the incorporation of environmental considerations at the earliest stages of program planning. SEA typically involves a broader-scale environmental assessment (EA) that considers the larger ecological setting, rather than a project-specific EA that focuses on site-specific issues with defined boundaries. Additional information regarding SEA may be found on the Canadian Environmental Assessment Agency web site at <http://www.ceaa-acee.gc.ca>.

In this particular case, the strategic decision to be informed by the SEA is the potential future issuance by the C-NLOPB of one or more exploration licences pursuant to the *Accord Acts*, in the SEA Study Area, and consequent petroleum-related activities that may occur offshore. An exploration licence confers:

1. The right to explore for, and the exclusive right to drill and test for petroleum;
2. The exclusive right to develop those portions of the offshore area in order to produce petroleum; and
3. The exclusive right, subject to compliance with the other provisions of the Accord Act, to apply for a production licence.

Activities associated with exploration licences may include: conduct of seismic surveys and other geophysical surveys, drilling of wells (either exploration or delineation); and well abandonment. If one or more exploratory drilling programs successfully identify petroleum deposits with commercial potential, production activities may follow. Production activities may involve: drilling of wells (delineation, development/production, and injection wells); installation and operation of subsea equipment; installation and operation of production facilities; and production abandonment activities. However, the nature and scale of potential production activities is usually very difficult to predict in any but the most general of terms.

Each of these activities requires the specific approval of the Board, including a project-specific assessment of its associated environmental effects, either in accordance with the *Canadian Environmental Assessment Act 2012* (CEA Act), or the *Accord Acts*. The SEA will not replace this requirement for a project-specific EA. The SEA will provide an overview of the existing environment, discuss in broader terms the potential environmental effects associated with offshore oil and gas activities in the SEA Study Area, identify knowledge and data gaps, highlight issues of concern, and make recommendations for mitigation and planning, and where applicable, future EAs. Information from the SEA will assist the Board in determining whether exploration rights should be offered in whole or in part within the area and may identify general restrictive or mitigative measures that should be considered for application to exploration activities.

3.0 Objectives

For the Eastern Newfoundland Offshore Area, the SEA will:

- Provide an overview of the existing environment in the SEA Study Area;
- Generally describe typical offshore oil and gas exploration activities;
- Generally describe typical offshore oil and gas production activities (Potential production scenarios will be considered at a generic level, to the degree possible);
- Generally describe, to the degree deemed appropriate, established production activities of the Jeanne d'Arc Basin;
- Describe and evaluate potential environmental effects associated with offshore oil¹ and gas exploration and production activities;
- Consider the potential cumulative effects on the marine environment of typical offshore oil and gas activities with other potential activities;
- Identify knowledge and data gaps;

¹ The terms 'offshore' or 'offshore area' refer to the jurisdictional area of the C-NLOPB, as defined in the *Canada-Newfoundland Atlantic Accord Implementation Act* to mean "those submarine areas lying seaward of the low water mark of the Province and extending, at any location as far as (a) any prescribed line, or (b) where no line is prescribed at that location, the outer edge of the continental margin or a distance of two hundred nautical miles from the baselines from which the breadth of the territorial sea of Canada is measured, whichever is greater."

- Highlight issues that may be of concern;
- Map and identify known areas of interest (AOI), VECs and sensitive/special areas, including Ecologically and Biologically Significant Areas (EBSAs), Vulnerable Marine Ecosystems (VMEs) (e.g. VME elements and species) and Important Bird Areas (IBAs);
- Identify opportunities to add to the knowledge base of the region;
- Make recommendations for general mitigative measures that should be employed during offshore petroleum related activities;
- Identify general restrictive or monitoring, measures, as appropriate, that may be required for future offshore petroleum activities;
- Assist the Board in determining whether exploration rights should be issued in whole or in part in the SEA Study Area; and
- Assist in the scoping and focus of subsequent project-specific environmental assessments.

4.0 Past and Present Oil and Gas Activity

Past exploration activity in the Eastern Newfoundland SEA Study Area consisted of the collection of approximately 380,000 line km of 2D and 1,645,000 common mid point (CMP) km of 3D data from 1964 to 2012. The most recent work in the area was completed in 2012 by two different companies with 7958 line km of 2D data and 230945 CMP km of 3D data being acquired. Exploration drilling commenced in 1966, with a total of 315 wells drilled between 1966 and 2013.

Within the Eastern Newfoundland SEA Study Area there are four oil producing fields: Hibernia, White Rose, Terra Nova, and North Amethyst. As of February 28, 2013, the four producing fields have produced a total of 1.3 billion barrels (218,386,941 m³) of crude oil since the start of production at Hibernia in November 1997. There are 18 Exploration Licences, 11 Production Licences, and 47 Significant Discovery Licences in the SEA Study Area (see Figure 1).

5.0 Scope of SEA

The SEA will examine the project-environment interactions associated with petroleum exploration and production activities that may occur within the SEA Study Area. The report may include, if applicable, consideration of potential project interactions with VECs in adjacent areas. Exploration activities to be considered in the SEA include: wellsite preparation; exploratory and delineation drilling; seismic survey activities (2D, 3D, vertical seismic profiling, geohazard surveys); geotechnical surveys; and wellsite abandonment. The focus of the SEA will be on activity and interactions of those activities in the offshore area under the jurisdiction of the C-NLOPB.

The extent of exploration activity will be estimated based on historical activity in the area and the potential for future exploration activity, to the degree that can be foreseen. Generic types of production facilities, with the exception of the established production areas of the Jeanne d'Arc Basin, that can be employed in the SEA Study Area will be identified and their potential project-environment interactions discussed. To the extent possible, released Environmental Effects Monitoring (EEM) data should be used to describe specific project-environment interactions in established production areas.

5.1 Spatial and Temporal Boundaries

The spatial boundary for petroleum related activities to be considered in the SEA Study Area is shown in Figure 1. The SEA Study Area incorporates the area recently covered in the Orphan Basin SEA along with portions of the Carson Basin and Flemish Pass offshore areas that have not been subject to an SEA. The boundaries for the Study Area were chosen based on historical exploration activity in the area as well as a consideration of administrative boundaries.

The SEA will include the offshore petroleum exploration activities and, to the extent possible, production activities, as described in the preceding section, which may occur in the SEA Study Area within the next ten years. The SEA will be reviewed in at least five years to determine whether an update is required.

5.2 Factors and Issues to be Considered

A “VEC” approach to focus the SEA will be used. A definition of each VEC (including components or subsets thereof) will be identified and the rationale for its selection provided. VECs will be determined based on consultations with interested stakeholders, the public and regulatory agencies. At a minimum, VECs will include: fish and fish habitat (including benthic habitat, deep-water corals, shallow water plant communities); commercial fisheries, marine mammals and sea turtles; marine birds; species at risk; species that are key to sustaining the structure and function of that particular ecosystem; and sensitive areas (important or special areas), including EBSAs, VMEs and IBAs. Within each of these general categories, species of importance to the SEA Area (e.g., species-specific commercial fisheries, species of ecological importance, seasonality) will be emphasized. Where applicable, information may be summarized from the 2003 Orphan Basin SEA and from existing environmental assessment reports. Where information is summarized, the reports should be properly referenced, including reference to the section of the report. Where new information is available, the new information should be provided.

The SEA Report will include the following:

- Historical overview of offshore petroleum exploration activity in the Eastern Newfoundland SEA Study Area and a discussion of regional offshore oil and gas activities in the Eastern Newfoundland offshore area;
- Overview of typical offshore petroleum exploration activities (well site surveys, wellsite preparation, vertical seismic profiling, 2D/3D seismic, geotechnical programs, exploration drilling, well abandonment) including methods to carry out these activities with brief description of various types of rigs and vessels and their associated discharges and requirements related to treatment and disposal;
- Brief discussion of production alternatives that could be employed in the Eastern Newfoundland SEA Study Area;
- Description of the physical and biological environments based on existing information and data and identification of relevant data gaps;

- Description of other marine activities in the Eastern Newfoundland SEA Study Area (e.g. commercial fisheries (including pre 1990 historical data), recreational fisheries, aquaculture, marine transportation, marine-based tourism);
- Project-environment interactions of the VECs will be identified and qualitatively assessed;
- Identification of general mitigative measures and monitoring measures that might be considered for offshore activities. Specific or ‘non-typical’ mitigations that may be required to address specific concerns will be highlighted
- Identification of areas requiring enhanced, or ‘non-typical’ mitigation measures;
- General discussion of types and probabilities of accidental events, effects and mitigation of potential accidental events, as well as malfunctions associated with offshore oil and gas exploration activity;
- General discussion of potential cumulative effects on the marine environment associated with multiple activities in the Eastern Newfoundland SEA Study Area based on an estimate of potential exploration activity derived from historical offshore petroleum activities in the area and future trends; and
- For each factor identified below, discuss potential planning implications/considerations which may have to be considered in site-specific EAs (i.e., need for additional data, special mitigations).

Detailed ‘effects assessment analyses’, including determination of significance pursuant to CEAA 2012, will be determined at the project-specific environmental assessment phase and will not be undertaken in the Eastern Newfoundland SEA.

The Eastern Newfoundland SEA will consider the following environmental factors and issues, as a minimum, with emphasis upon factors unique to the SEA Study Area. Sufficient supporting information will be provided, or referenced and summarized if it already exists in publicly available publications, and substantive uncertainties or information gaps identified. For the existing Orphan Basin SEA Area, the following information is to be updated, where new or updated information is available.

5.2.1 Physical Environment

A general description of physical environmental factors in the Eastern Newfoundland SEA Study Area will be presented, with emphasis upon the following:

- Climate change;
- Unexploded ordinances (historical overview, location);
- Meteorology and climatology (extreme events, means and seasonal variations);
- Geology, including a discussion of the potential for seismicity/geohazard events, and their impacts on slope stability;
- Oceanography (e.g. surface, mid-ocean, deep water current regime, wind, waves, extreme events); and
- Sea ice, ice islands, and iceberg conditions (historical overview, seasonal variability and current trends).

A description of data sources, whether modelled or measured, in-situ or satellite should be provided. Information regarding the data such as reference height and measurement heights for wind speed should also be included.

5.2.2 Biological Environment

An overview of the biological environment in the Eastern Newfoundland SEA Study Area will be presented, with emphasis upon identified VECs. This description will include but not be limited to fish and fish habitat, marine mammals and sea turtles, seabirds, species at risk, and sensitive/special areas. Data gaps will be identified. The following list provides more detailed information that will be captured within the Eastern Newfoundland SEA Study Area.

- Plankton
- Benthos
 - Description of deep water corals.
- Benthic Invertebrates (including commercial shellfish species)
- Finfish and Marine Invertebrates:
 - The identification of important spawning, feeding, migratory and essential habitats;

- Description of shallow water plant communities;
- Summaries of finfish and marine invertebrate habitat, particularly those supporting fisheries;
- Summaries of each species, including critical life stages.
- Seabirds
 - Overview of species present in the Eastern Newfoundland SEA Study Area and both their seasonal and geographical distribution.
 - Description of critical life stages, lifestyles, life histories.
- Marine Mammals and Sea Turtles
 - General description of marine mammals and sea turtles that may be present.
 - Distribution of species, including lifestyles, life histories and important areas and migration patterns.
- Species at Risk
 - Description of Species at Risk, and critical habitat, as described in the *Species at Risk Act*, and those under consideration by the Committee on the Status of Endangered Wildlife in Canada (COSEWIC), that have been identified or are believed likely to be present in the Eastern Newfoundland SEA Study Area.
 - Monitoring and mitigation, consistent with recovery strategies/action plans (endangered/threatened) and management plans (special concern) for species.
 - A description of critical habitat (as defined under SARA), if applicable to the Eastern Newfoundland SEA Study Area.
- Sensitive/Special Areas

For the purposes of the Eastern Newfoundland SEA Study Area, the term **sensitive/special area** is defined as:

- An area that is afforded some level of protection under federal or provincial legislation (i.e., National Parks, ecological reserves, Oceans Act Marine Protected Areas (MPAs), National Marine Conservation Areas (NMCAs),

- National Historic Sites, fishery management areas, Marine Wildlife Areas (MWA));
- An area that may be under consideration for such legislative protection (i.e. potential or proposed coastal or marine protected areas); and
- An area that is known to have particular ecological or cultural importance and is not captured under federal or provincial regulatory frameworks (e.g., corals; spawning, nursery, rearing, or migratory areas; areas of high productivity, rare or unique habitats, IBAs, EBSAs, VMEs, areas of traditional harvesting activities).

The description of an area as a **sensitive/special area** within the Eastern Newfoundland SEA Study Area, in itself, does not automatically imply that this area will require the application of non-typical mitigations or restriction on activities. The timing, spatial extent, and nature of proposed oil and gas activities, in addition to mitigation measures to avoid or minimize risks to the marine environment (including marine biodiversity and its components) prescribed by legislation, policy instruments and generally agreed standards, will determine the level of restriction or mitigation that will be required.

5.2.3 Human Activities

The Eastern Newfoundland SEA Report will provide a description, where applicable, of the following:

- Commercial, Recreational and Aboriginal Fisheries:
 - Overview of historical (including pre 1990 data), present, and potential future commercial fisheries, including species under moratoria;
 - Description of commercial, recreational and aboriginal fisheries. This description should include a summary of historical fisheries;
 - General description of fishery activity including species, location, vessel size, gear type, timing; and
 - Aquaculture activities, if present, should be described.
- General overview of marine recreational and tourism activities in the Eastern Newfoundland SEA Study Area

- Submarine/Underwater cables
- Overview of marine commercial traffic activity within and through the Eastern Newfoundland SEA Study Area
- Potential for Canadian Naval exercises.

5.2.4 Project-Environment Interactions

For each of the identified VECs, a description of the interactions of petroleum exploration and production activities with the environment will be presented. Proposed activities include:

- Seismic data collection
- Exploratory/delineation drilling (e.g., mobile offshore drilling unit (semi-submersible or jack-up rig), and ancillary activities
- Production activities
- Vessel traffic (e.g., supply vessels, seismic vessels, helicopters, shuttle tankers (for production activities))
- Well abandonment operations

Typical project-environment interactions associated with generic petroleum production activities will be briefly discussed for completeness. Potential project interactions include, but are not limited to the following:

- Noise/disturbance (e.g., seismic survey activities, noise from drilling installations) issues on marine mammals, sea turtles, seabirds, commercial fish/shellfish, and sensitive life stages
- Benthic habitat disturbance
- Coastal and offshore interactions (including fish/bird habitats, sensitive areas)
- Air quality issues (may include a discussion of typical greenhouse gas emissions associated with typical drilling and production operations)
- Operational discharges and the effects on water and sediment quality
- Accidental events – including offshore and coastal interactions, sensitive areas, mitigations

- Conflict with commercial, recreational, and aboriginal fisheries use of area and loss of access
- Conflict with human use and marine commercial traffic of area
- Icing of ships and rig superstructure during winter storms
- Attraction of seabirds to lights/flares on structures or vessels
- Consideration of potential conflict with project activities (including light and noise generated) with tourism operations and the aesthetic and cultural landscape.

Cumulative effects will be examined in consideration of the estimate of potential exploration activity in the Eastern Newfoundland SEA Study Area and mitigation measures identified. Past, ongoing, and planned and reasonably foreseeable exploration and production activities will be included in the cumulative effects and will also consider other non-petroleum activities ongoing in the Eastern Newfoundland SEA Study Area (such as commercial fishing, hunting, marine traffic, tourism operations, and fisheries research surveys).

Mitigation measures currently in practice to reduce or eliminate potential effects will be described for those activities that may affect the environment and VECs. Specific or 'nontypical' mitigations and/or project alternatives that may be required to address specific concerns will be highlighted, in particular, specific mitigations proposed for any sensitive areas identified within the Eastern Newfoundland SEA Study Area. Monitoring and mitigation, specifically related to Species at Risk and consistent with recovery strategies/actions plans (endangered/threatened) and management plans (special concern) will be described. Effects, particularly related to population level, should also be discussed. Residual effects remaining after the application of routine mitigations also will be described.

Data gaps potentially affecting these descriptions that are identified will be described. Where applicable, summary statements stemming from the effects analysis regarding the focus of future EAs should be included.

The effects assessment will not determine likelihood of significance. Significance of effects will be determined during the project-specific environmental assessment process.

5.2.5 Environment-Project Interactions

For exploration and production activities identified, the Eastern Newfoundland SEA Report will include a discussion of the effects of the environment on project activities. These environmental factors may include:

- The occurrence of sea ice, ice islands, and icebergs;
- Temperature, precipitation, currents, storm events; and
- Severe winds and waves (extreme events).

The discussion may include the following:

- Occurrence of extended period of reduced visibility due to fog or snow;
- Extended period of freezing precipitation or freezing spray;
- Extreme water levels due to combined tide, storm surge, and (near shore) wave set-up and run-up;
- Local effects (e.g. down slope wind storm events);
- Future changes in climatic conditions (e.g. storm frequency and intensity, rising surface water temperatures, icebergs); and
- Implication of seismic events (i.e. earthquakes, submarine landslides).

5.3 Conclusions and Recommendations

Based on the information presented in the physical, biological, and human activities environment overview, the description of project-environment interactions and the application of mitigation measures, conclusions will be presented regarding recommended planning approaches for the C-NLOPB to consider in the issuance of exploration licences in the StudyArea. Data gaps with potential to affect the validity of these conclusions will be identified. Sensitive/special areas and other VECs identified during the Eastern Newfoundland SEA process will also be highlighted.

5.4 Consultations

Throughout the development of the Eastern Newfoundland SEA, the C-NLOPB and its contractor(s), with assistance by the Working Group, will consult with the provincial and federal government departments, east coast communities, the fishing industry and local non-governmental organizations. Public open house consultation sessions will be held in St. John's, Marystown, Placentia, Clarenville, and Gander. However, other locations may be identified during the development of the Consultation Plan. Stakeholder meetings will be held in Trepassey, Old Perlican, Bonavista, New-Wes-Valley, Fogo Island, Twillingate, and other surrounding communities that may be identified during the development of the Consultation Plan. These consultation sessions will be concurrent with the preparation of the SEA Report. Information on the SEA process and the 2003 Orphan Basin SEA Report, will be provided and people will be encouraged to discuss issues and concerns that are relevant to the Eastern Newfoundland SEA Study Area and SEA objectives. A separate report providing the results of consultation will be included in the SEA Report. Issues and concerns within the scope of the report will be taken under consideration and incorporated into the Eastern Newfoundland SEA Report. The draft Eastern Newfoundland SEA Report, including the Consultation Report, will be made available to the public on the C-NLOPB website for comment.

Appendix B

Proposal Response Form

**Canada-Newfoundland and Labrador Offshore Petroleum
Board
Proposal Response Form**

**Request for Proposals
Eastern Newfoundland
Strategic Environmental Assessment**

1. Contact Information

Company Name

Address

Contact

2. Documents

Total No. of all Documents submitted

Titles and No. of copies

3. Proposed Cost

\$

4. Signature of Designated Representative

Title

Appendix C

Contract For Services (DRAFT)

2. THE WORK

- (a) The Contractor shall provide personnel, materials and supervision necessary to perform the work as described in Schedule “A” (hereinafter called the “Work”).
- (b) No change in any of the terms and conditions of this Contract including the Work shall be permitted by the Contractor unless it is approved by the Board in writing.
- (c) The Contractor shall carry out the deliverables outlined in Schedule “A”.
- (d) The Contractor shall report to Elizabeth Young Environmental Affairs, the Contract Authority.

3. TERM AND TIME OF PERFORMANCE

This Contract shall become effective upon the date first above written and the Contractor shall prosecute the completion of the Work with due diligence and dispatch in accordance with Schedule “B”.

4. COMPENSATION

- (a) The Contractor shall be reimbursed for performing the Work in Canadian funds in accordance with Schedule “C”.
- (b) The Board shall have no obligation to pay the Contractor for any goods or services which are not part of the Work.
- (c) The Board shall not be responsible for costs exceeding compensation outlined in Schedule “C” caused by weather delays, or any other costs, without prior written approval.

5. INVOICES

- (a) The Contractor shall present, in accordance with the provisions of Schedule “C”, one original and two (2) copies of an invoice to:

Canada-Newfoundland and Labrador Offshore Petroleum Board
Fifth Floor, TD Place
140 Water Street
St. John's, NL
A1C 6H6

Attention: Manager, Support Services

- (b) The Contractor's invoices shall be accompanied by such supporting documentation as may be requested by the Board.

6. INDEPENDENT CONTRACTOR

- (a) In the execution of the Work, the Contractor shall operate as an independent contractor.
- (b) Nothing in this Contract shall be construed to constitute the Contractor the agent, representative or employee of the Board.
- (c) The Contractor hereby covenants and agrees to indemnify and save harmless the Board from all costs and expenses arising out of any claim or liability by reason that the Contractor is considered an agent, representative or employee of the Board.

7. TERMINATION

- (a) It is agreed that the Board has the right, in the exercise of its absolute discretion, to terminate this Contract at any time, subject to Clause 16 by giving at least seven (7) days written notice to that effect to the Contractor.
- (b) The termination of this Contract will not affect the rights of the parties hereto which have accrued prior to the date of termination and shall not relieve any party from its obligations which may have arisen prior to the date of such termination, nor shall such termination affect such rights, remedies or obligations preserved under Clause 16.
- (c) Subject to all other terms and conditions of this Contract, if this Contract is terminated, the Contractor shall be entitled to full payment proportionate to the part of the Work done by him up to the effective date of the termination in accordance with Schedule C.
- (d) The Board shall not be held liable for damages or loss of profits on account of the termination.

8. CONFIDENTIAL INFORMATION

- (a) The Contractor agrees to keep confidential all information or data which has been made available or is hereafter made available to the Contractor by the Board or which results from the Contractor's Work for the Board.

- (b) The Contractor agrees not to disclose any information referred to in paragraph (a) above to others without the prior written approval of the Board.
- (c) The Contractor agrees not to use the information presented hereunder for any other purposes than to perform the Work in accordance with this Contract.
- (d) The Contractor shall give the Board such other assurances and enter into such additional secrecy or other agreements as may be necessary or appropriate to give full effect to the intent and purpose of this Contract.

9. ASSIGNMENT

- (a) The Contractor shall not assign this Contract nor shall the Contractor subcontract any of the Work, either in whole or in part, without the Board's prior written consent.
- (b) Notwithstanding that the Contractor may assign or subcontract any of the Work as provided above in sub clause 10(a), the Contractor shall remain solely liable and responsible to the Board for the performance of this Contract.

10. COMPLIANCE WITH LAW

- (a) The Contractor shall observe and comply with, and shall ensure that its employees, subcontractors and agents observe and comply with, all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, municipal, and local governing bodies having jurisdiction over the Work.
- (b) The Contractor shall indemnify and save harmless the Board from and against any and all liabilities and penalties resulting from any non-compliance or violation by the Contractor, its employees, agents and subcontractors of such laws, ordinances, codes and regulations.

11. RELEASE OR PUBLICATION

- (a) The Contractor shall not release or disclose to a third party any results or information relating to the Work to be performed by the Contractor hereunder without the prior written consent of the Board.
- (b) The Contractor shall not use the name of the Board in any advertising or promotional material or publicity release relating to the Work, or the results thereof without the prior written consent of the Board, which consent may be arbitrarily withheld.

12. LIABILITY AND INDEMNIFICATION

- (a) Subject to sub clause (c) hereof, the Contractor shall:
- (i) be liable to the Board for all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which the Board may suffer, sustain, pay or incur; and, in addition,
 - (ii) indemnify the Board against all actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever which may be brought against or suffered by the Board;

as a result of or in connection with the performance, purported performance or non-performance of the provisions of this Contract including the Work hereunder by the Contractor, its employees, agents, affiliates, or subcontractors excluding any such actions, proceedings, claims, demands, losses, costs, damages and expenses to the extent that they are sustained, paid or incurred by reason of or are otherwise attributable to the negligence or willful acts or omissions of the Board or its agents, employees or subcontractors.

- (b) The Board shall not be liable for any indirect or consequential damages or losses suffered by the Contractor including loss of anticipated profits or business whether such damages are based in contract, tort or otherwise.
- (c) The Contractor shall not be liable for any indirect or consequential damages or losses suffered by the Board including loss of anticipated profits or business whether such damages are based on contract, tort or otherwise.

13. INSURANCE COVERAGE

- (a) The Contractor shall place and keep at its own expense the following insurance in force during the term of this Contract and such insurance shall not act as a limitation of the Contractor's obligations or liability hereunder:
- (i) Employment Insurance and Workers' Compensation covering all the Contractor's employees engaged in the Work in accordance with the statutory requirements of the province having jurisdiction;
 - (ii) Automobile Liability Insurance covering all motor vehicles owned, non-owned, or licensed or hired by the Contractor and used in the performance of the Work as required by the *Provincial Transportation Act*; and
 - (iii) Aircraft Liability Insurance, where the Contractor owns an aircraft or uses an aircraft for the Work, covering owned, non-owned or hired aircraft with

an inclusive limit of not less than Five Million Dollars (\$5,000,000.00) for bodily injury to or death of, any one person, or property damage as a result of any one accident.

- (b) The Contractor shall use its best efforts to require its subcontractors to comply with all applicable Employment Insurance and Workers' Compensation legislation and to obtain and continuously carry during the period in which such subcontractors are engaged in the Work, insurance at least equivalent to that set out above.
- (c) The Contractor shall provide, at its own expense, any other insurance which it is required by law to provide.
- (d) Where required in writing by the Board, the Contractor shall present duplicate certificates which show that the above insurance is in effect, and which provide for thirty (30) days' prior written notice to the Board from the insurer of material changes, cancellation or renewal.

14. NOTICES

Except as otherwise provided for in this Contract, all notices authorized or required to be given pursuant to this Contract shall be in writing, and either delivered by hand, mailed by registered or certified first class airmail, postage prepaid, or sent by telecommunication as follows:

BOARD: Canada-Newfoundland and Labrador Offshore Petroleum Board
5th Floor, TD Place
140 Water Street
St. John's, Newfoundland
A1C 6H6

Attention: Manager, Environmental Affairs

Telephone: (709) 778-1403

Fax: (709) 778-4267

CONTRACTOR:

Telephone:

Fax:

E-mail:

Any such notice shall be deemed to have been given and received, if delivered, on the day on which it was delivered, or, if mailed, on the day of receipt, or, if sent by telecommunication, on the first business day following the day it was dispatched. No party shall mail any notice hereunder during any period in which Canadian postal workers are on strike or if any such strike is imminent and may be anticipated to affect normal delivery thereof. A party may change its address for the receipt of notice at any time by giving notice thereof to the other party.

15. MISCELLANEOUS PROVISIONS

- (a) This Contract shall be governed by, and the legal relations between the parties shall be construed and applied in accordance with, the laws of the Province of Newfoundland and Labrador.
- (b) The courts having exclusive jurisdiction with respect to all matters directly or indirectly relating to this Contract shall be the courts of the Province of Newfoundland and Labrador.
- (c) This Contract shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- (d) Time is of the essence herein.
- (e) No waiver by either party hereto of any breach of any of the covenants herein contained shall take effect or be binding upon that party unless the same be expressed in writing and any waiver so given shall extend only to the particular breach so waived and shall not limit or affect any rights with respect to any other or future breach.
- (f) Each party hereto shall from time to time and at all times do such further acts and execute and deliver all further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Contract.
- (g) Clause headings and any other headings or captions hereto shall not be used in any way in construing or interpreting any provision hereof.

16. CONTINUING OBLIGATIONS

The provisions of Clauses 4, 6, 7, 8, 9, 11, 12, and sub clauses 15(a), (b) and (c) shall survive the termination of this Contract.

17. ENTIRETY OF AGREEMENT

- (a) The preceding articles contain the entire agreement between the parties.
- (b) All previous proposals and communications relative to the Work, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated into this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the date first above written.

Canada-Newfoundland and Labrador
Offshore Petroleum Board

Contractor

SCHEDULES

Schedule “A” – Scope of Work

Schedule “B” – Time of Performance

Schedule “C” – Compensation