

FAX TRANSMISSION

Date: May 25, 1999

Pages: 19, Including Cover

To: **Mr. Stephen Shultz**
Royal Oak Mines Inc.
Yellowknife, NWT



From: **Emery Paquin**
Director
Environmental Protection Service
Resources, Wildlife and Economic Development
Government of the Northwest Territories
600, 5102 - 50th Avenue
Yellowknife NT X1A 3S8

Telephone: (867) 873-7654

Fax: (867) 873-0221

Subject: **Request for Proposals**
Site Assessment and Cost Estimate - Giant Mine

Further to our brief discussion last Thursday, attached is a copy of the Request for Proposals regarding a site assessment and reclamation cost estimate - Giant Mine. The RFP was distributed to qualified consultants on Monday, May 25th.



Northwest
Territories Resources, Wildlife and Economic Development

Environmental Protection Service
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May 21, 1999

FAXED DISTRIBUTION LIST

Request for Proposals – Site Assessment and Cost Estimate – Giant Mine

Knowledge of mine site reclamation liabilities and costs is a critical element of environmental assessment and the regulatory process. This is especially important as projects near their completion and restoration of the property is to be undertaken.

The Government of the Northwest Territories and Indian and Northern Affairs Canada would like to contract a qualified consultant to review relevant information, conduct an on-site survey and assessment and provide an estimate of reclamation costs for surface and sub-surface lands and structures located at Royal Oak's Giant Mine. This work is being undertaken to establish a thorough understanding of environmental risks and liabilities that currently exist at Giant Mine and to obtain a true, first order estimate of potential reclamation costs.

Potential contractors are invited to submit proposals to Resources, Wildlife and Economic Development no later than 10:00 AM local time on Wednesday, June 9th. A detailed proposal package, including terms of reference and instructions to contractor is attached.

Potential contractors are also invited to participate in a pre-proposal meeting to be held on Friday, May 28th at 1:15 PM in the Scotia Centre 6th floor boardroom. Arrangements for participation through teleconference can be made if contractors are unable to attend in person.

For further information on this process, please do not hesitate to contact me at 873-7654.

Emery Paquin
Director

c: Mr. N. Thompson, INAC

Mr. J. Coughlin, MACA

Attachment

Proposed Distribution List (Faxed)

Ferguson Simek Clark
920-4319

EBA Engineering Consultants Ltd.
873-3324

UMA Engineering Ltd.
873-5610

Vista Engineering
920-7245

✓ ✓ Agra Earth and Environmental
920-4402

Dillon Consulting
873-3328

Bryant Environmental Consultants Ltd.
920-7931

Golder Associates
873-6379

✓ ✓ SRK Consulting
(604) 687-5532

REQUEST FOR PROPOSALS

**SITE ASSESSMENT AND RECLAMATION COST
ESTIMATE – GIANT MINE**

**Environmental Protection Service
Department of Resources, Wildlife and Economic Development
Government of the Northwest Territories**

May 21, 1999

SITE ASSESSMENT AND RECLAMATION COST ESTIMATE – GIANT MINE

Request for Proposal

The Government of the Northwest Territories is requesting Proposals from qualified proposers for the provisions of the services outlined in the Request.

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SECTION I

Instructions to Proposers

1. Proposals will be received before 10:00 AM local time on Wednesday, June 9 at:

*The Government of the Northwest Territories
Department of Resources, Wildlife and Economic Development
600, 5102-50th Avenue, Yellowknife, NT X1A 3S8
Attention: Rick Maddeaux, Contracting and Purchasing Officer
Telephone: 867-873-7582
Facsimile: 867-920-2756*

Proposals received after the exact time and date noted above will be rejected.

The original and three copies are to be submitted, quoting RFP #99-EP-01 on the outside of the envelope or package.

After the closing time, only the identity and addresses of the proponents will be posted.

2. The GNWT will not be responsible for any proposal that :
 - Does not indicate the Request for Proposal reference, closing date and proposer's name;
 - Is delivered to any address other than that provided above.

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3. Facsimile transmitted proposals will be accepted under the following conditions:
- The proposal is received before the submission deadline at the facsimile number stated;
 - The GNWT will not accept liability for any claim, demand or other actions for any reason should a facsimile transmission be interrupted, not received in its entirety, received after the stated closing time and date, received by any other facsimile unit other than that stated herein, or for any other reasons;
 - The GNWT cannot guarantee the confidentiality of information contained in the proposal;
 - The proposer shall submit an original proposal and three copies to the address stated herein immediately following the transmission of the facsimile.
4. All questions or inquiries concerning this Request for Proposal must be in writing and be submitted to the address provided above no later than five (5) calendar days prior to the proposal deadline. Verbal responses to any enquiry cannot be relied upon and are not binding on either party.
5. This is not a Request for Tenders or otherwise an offer. The GNWT is not bound to accept the proposal that provides the lowest cost or price to the GNWT nor any proposal of those submitted.
6. 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.
7. Notice in writing to a proposer and the subsequent execution of a written agreement shall constitute the making of a contract. No proposer shall acquire any legal or equitable rights or privileges whatever until the contract is signed.
8. The contract will contain the relevant provisions of this Request for Proposals, the accepted proposals as well as such other terms as may be mutually agreed upon, whether arising from the accepted proposal or as a result of any negotiations prior or subsequent thereto. The GNWT reserves the right to negotiate modifications with any proposer who has submitted a proposal.
9. In the event of any inconsistency between this Request for Proposal, and the ensuing contract, the contract shall govern.
10. The GNWT has the right to cancel this Request for Proposal at any time and to reissue it for any reason whatsoever, without incurring any liability and no proposer will have any claim against the GNWT as a consequence.

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11. Any amendments made by the GNWT to the Request for Proposal will be issued in writing and sent to all those who have received the documents.
12. The GNWT is not liable for any costs of preparation or presentation of proposals.
13. An evaluation committee will review each proposal. The GNWT reserves the exclusive right to determine the qualitative aspects of all proposals relative to the evaluation criteria.
14. Proponents may not amend their proposal after the closing date and time but may withdraw their proposal at any time.
15. The Access to Information and Protection of Privacy Act will define the Contract Authority's responsibility with respect to any information received by it pursuant to the RFP process
16. One of the priorities of the GNWT is to ensure local and northern materials, equipment and labor are used to the fullest extent practical on any GNWT contract. Therefore, the GNWT Business Incentive Policy, 52.04 applies to this proposal. Additional bid adjustment is available to registered businesses in the community identified in the proposal document.

Proponents can obtain information on the GNWT Business Incentive Policy from the web site: www.rwed.gov.nt.ca/RWED/ti/bip2.htm, or the BIP Monitoring Office at 867-873-7215 or 867-920-8667

17. Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation. Such presentations shall be made at the cost of the proposer.
18. The proposal and accompanying documentation submitted by the proposers are the property of the GNWT and will not be returned.

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SECTION II

Terms of Reference

Background:

Knowledge of mine site reclamation liabilities and costs is a critical element of environmental assessment and the regulatory process. This is especially important as projects near their completion and restoration of the property is to be undertaken. Without knowledge of site conditions and a true cost of reclamation, companies and governments could be at risk of incurring excessive and unnecessary costs.

Giant Mine is a 1200 tonne per day combined underground and open-pit gold mine that began operating in 1948. It is located on Commissioner's Land approximately 4 kilometres north of the City of Yellowknife, but within city boundaries. The mine operates under the authority of a land lease issued by the Government of the Northwest Territories (lease #L-3668T) and a federal water licence issued by the Northwest Territories Water Board (licence #N1L1-0043). Highway #4, locally referred to as the Ingraham Trail, passes directly through the mine site providing access to several hundred cottages to the north and is the starting point for the winter road to access several northern mines.

The fate of Giant Mine, and its parent company Royal Oak Mine's Inc., is currently uncertain. On April 19, 1999, The Ontario Court General Division appointed Pricewaterhouse Coopers as interim receiver of the properties and assets of Royal Oak, including Giant Mine. The Receiver has been directed by the Ontario Court to continue operation of the Giant Mine while attempting to identify purchasers for company assets, either in whole or in part. The Ontario Court imposed Stay of Proceedings granted under the *Companies Creditors' Arrangement Act* currently expires on June 30, 1999.

In the event the Receiver is not able to locate a new buyer for Giant Mine, responsibility for restoration of land and water at the mine site could revert to the federal and territorial governments.

In 1997, Brodie Consulting Ltd. completed a "rough order" estimate of reclamation costs at Giant Mine on behalf of Indian and Northern Affairs Canada using the RECLAIM 3.1 model. A more detailed assessment is now required.

Project Requirements:

The Government of the Northwest Territories and Indian and Northern Affairs Canada want to contract a consultant to identify environmental liabilities that exist on surface lands and underground at Giant Mine and provide a cost estimate of reclamation. The scope of work will include reviewing relevant information, conducting an on-site survey

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and assessment and providing a first order estimate of reclamation costs using the RECLAIM 3.1 model (or another relevant, approved model).

The Contractor will be expected to perform the following specific tasks to the satisfaction of the Contract Manager:

1. Interview mine and regulatory (federal and territorial) officials, and collect and review all relevant information (including but not limited to Giant Mine's Abandonment and Reclamation Plan, Northwest Territories Water Board Guidelines for Abandonment and Restoration Planning for Mines in the NWT, any previous contamination studies and reclamation estimates, and relevant regulations and guidelines) to develop an understanding of the current environmental standards and mine abandonment and reclamation plans and objectives.
2. Carry out an on-site survey and assessment of all surface land, underground workings, facilities and structures on the Giant Mine property, excluding the underground arsenic storage vaults. For greater clarity, this work is to include, but not to be limited to, the following:
 - Inspect all surface and sub-surface lands, buildings, storage facilities and other structures compiling a qualitative inventory of hazardous materials and chemicals on site, including those used in the construction of buildings (i.e. asbestos, PCB equipment and ballasts) as well as the milling and mining processes.
 - Research the RWED Hazardous Material Spills database for historic spill information. Through on-site inspection, identify areas of actual and potential soil and water contamination noting size and extent of area. Sampling and analysis is not expected to be undertaken.
 - Prepare site maps identifying the location of all buildings and facilities, storage sites, contaminated areas, property boundaries and mine openings.
 - Prepare a captioned photographic record of the areas identified above.
3. Categorize all environmental and safety liabilities identified in activity 2 above into low, medium and high priorities for action upon closure and reclamation (or another categorization system as agreed to by the Contract Manager).
4. Provide a first order reclamation cost estimate by identifying appropriate cost units for reclamation activities identified through activities 1 and 2 above, and compile reclamation cost estimates using the RECLAIM 3.1 model (or another relevant, approved model).
5. Produce a final report on the results of the review, on-site survey and assessment and cost estimate including applicable supporting information and rationale.
6. Under a separate cover, compare the results of the current study with Brodie Consulting Ltd's reclamation estimate taking into account the limited scope of Brodie's work.

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The requirements listed in section II are not intended to rule out innovation. If the proposer believes a more desirable result can be achieved through other means, the details of such should be outlined in the proposal.

The successful contractor will be expected to attend an initial meeting with the Contract Manager before work begins during which the Terms of Reference and study approach will be further clarified, as required, and a final meeting during which the final draft report will be presented and reviewed.

The contractor shall submit three copies of a draft final report by July 30, 1999. Five hard copy reports, three bound and two in a camera ready format suitable for reproduction shall be provided within two weeks of the contractor receiving comments from the Contract Manager respecting the draft final report. All reports shall be double-sided. The Contract Manager is amenable to advancing the project schedule. Two electronic versions of the final report shall also be provided on disc in a format acceptable to the Contract Manager (preferably Word 97).

Contractor Information:

Section III outlines the proposal rating system and information contractors should include in their proposal. Proposals will be evaluated solely on the basis of their content. The proposal should not be longer than 20 pages, as materials in excess of this limit may not be considered.

Contractors should be aware that methodology, knowledge and experience in the area of mine closure and reclamation practices, environmental site assessment and cost estimates (particularly as they apply to northern Canada) are important factors in the selection process along with contract price and the efficient use of resources.

Access by the contractor to the Giant Mine property shall be arranged by the Contract Manager.

Contract Manager:

Mr. Emery Paquin
Director, Environmental Protection Service
Department of Resources, Wildlife and Economic Development
Government of the Northwest Territories
700, 5102 - 50 Avenue
Yellowknife, Northwest Territories X1A 3S8

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SECTION III

Proposal Evaluation

Selection methods

Proposers should be aware that certain mandatory requirements have been set out in the Terms of Reference. Proposals that fail to provide these requirements shall be deemed not responsible and will not be evaluated.

When an alternative is proposed regarding any specific requirement, it will be evaluated to ensure that the desired results will be achieved.

Rating

The evaluating team will utilize specific criteria to rate each proposal. Ratings will be confidential and no details will be released to any of the other proposer's.

Each proposal will be evaluated using the following criteria:

- 30% - Project Team's Knowledge, skill and experience*
- 30% - Proposal and Methodology*
- 10% - Contractor/Firm*
- 10% - Schedule, and*
- 20% - Fees and Expenses*

Proposer Response Guidelines

The following information should be provided in each proposal. This information will be utilized in evaluating each proposal submitted.

1. A description of the study team (number, qualifications, experience), amount of time and their location to be assigned or made available to the study, including brief resumes of applicable expertise. Indicate how and in what ways the proposed study team satisfies the needs identified in the Request for Proposal. Describe any sub-firms which may be employed and their capabilities.
2. The methodology or approach that will be used to perform the work required, including any innovative or constructive ideas. A thorough understanding of the issues as well as the comprehensiveness and appropriateness of the overall study should be demonstrated.

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3. Experience and satisfactory performance on projects in the same study area within the last five years, particularly as they apply to northern Canada. Other projects and clients must be referenced for possible reference check.
4. The proposed work program and schedule for each phase of the study in relation to the department's time frame. The number of staff-days and corresponding rates for each person assigned either full-time or part-time to the study should be provided.
5. The total cost of the work. Proposers must provide a breakdown of the study costs identifying professional services, technical services, travel and meeting expenses and other miscellaneous expenses. Costs must be stated in actual dollars expressed in Canadian funds. Because the Government of the Northwest Territories is purchasing these services with Crown funds, the overall value of the contract is not subject to the Goods and Services Tax.

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SECTION IV

Pro-Forma Contract

The resultant contractual agreement will be substantially in the form and content described as follows:

AGREEMENT

BETWEEN: THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Department of Resources, Wildlife & Economic Development (hereinafter referred to as the "GNWT")

OF THE FIRST PART

AND: (Insert the name of the contractor) of the (City/Town/Hamlet), in the Northwest Territories, (hereinafter referred to as the "Contractor")

OF THE SECOND PART

WHEREAS the GNWT has requested the Contractor to provide certain services;

AND WHEREAS the Contractor has agreed to provide such services to the GNWT

AND WHEREAS the GNWT and the Contractor wish to set out the terms and conditions relating to the provisions of such services;

THEREFORE the GNWT and the Contractor agree as follows:

DEFINITIONS:

- i) "Contracting Authority" means the Minister of Resources, Wildlife & Economic Development, Government of the Northwest Territories or his authorized delegate;
- ii) "GNWT" means the Government of the Northwest Territories.
- iii) "Contractor" means a proposer who has been awarded a contract resulting from the Request for Proposal.

1. SERVICES AND PAYMENT

- 1.1 The Contractor agrees to provide to the GNWT those services set out in the Request for Proposal, _____ reference # _____ and attached as Appendix "A" hereto and the Contractor's Proposal, dated (Date of

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Proposal) and attached as Appendix "B" hereto (the services) to the full satisfaction of the GNWT.

- 1.2 The GNWT agrees to pay for the services, a total amount not greater than (insert amount of contract) Dollars (\$ _____) based on the formula set out in Appendix b hereto.

2. TERM

- 2.1 This Contract shall commence on the ____th day of ____ 199__ and terminates on the ____th day of ____ 199__, unless otherwise terminated in accordance with the provisions on this Contract.

3. NOTICE AND ADDRESS

- 3.1 Any notice required to be given herein or any communication required by this contract shall be in writing and shall be personally delivered, sent by facsimile, or posted by prepaid registered mail and shall be addressed as follows:

- i) If, to the GNWT

Mr. Emery Paquin
Director, Environmental Protection Service
Department of Resources, Wildlife & Economic Development
Government of the Northwest Territories

Reference # _____

- ii) If to the Contractor, at:

(CONTRACTOR NAME, ADDRESS AND CONTACT)

- 3.2 Every such notice and communication, if delivered by hand, shall be deemed to have been received on the date of delivery or if sent by prepaid registered mail shall be deemed to have been received on the seventh date after posting, or if by facsimile, 48 hours after the time of transmission, excluding from the calculation weekends and statutory holidays.

4. ENTIRE AGREEMENT

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 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

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GENERAL TERMS

- 5.1 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 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 survives the termination of this contract.
- 5.2 Time shall in every respect be of the essence.
- 5.3 The Contractor is an independent Contractor with the GNWT and nothing in this contract shall be construed or deemed to create the relationship of employee and employer or of principle and agent between the GNWT and the Contractor. The Contractor is solely responsible for payments of all statutory deductions or contributions including but not limited to pension plans, unemployment insurance, income tax, worker's compensation and the GNWT Payroll Tax.
- 5.4 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.
- 5.5 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.
- 5.6 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 the party to require the subsequent performance of that provision or requirement.
- 5.7 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 Contract hereby absolutely assigns to the GNWT the copyright in the property for the whole of the term of the copyright.
- 5.8 It is intended that all provisions of this agreement shall be fully binding and effective between the parties. 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 remainder of the agreement shall be interpreted as if such provision, provisions, or part thereof, had not been included.
- 5.9 This contract may be extended by the written consent of the parties.

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5.10 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.

5.11 This contract shall enure to the benefit of and be binding on the respective administrators, successors and assigns of each of the parties hereto.

6. CONTRACTOR RESPONSIBILITIES

6.1 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 this contract.

6.2 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.

6.3 In the event that the Contractor is, in the opinion of the Contracting Authority, in default in respect to 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.

6.4 **ASSIGNMENT.** The Contractor may not assign or delegate work to be done under this contract or any part thereof, to any other party without the written consent of the GNWT. In the case of a proposed assignment of monies owing to the Contractor under this contract, the consent in writing of the Comptroller General of the GNWT pursuant to S.69 (4) of the Financial Administration Act RSNWT 1988 must be obtained.

6.5 The Contractor shall keep proper accounts and records of the services for a period of 3 years after the expiry of this agreement. At any time during the term of the contract or the three-year (3) extension set out herein, the Contractor, upon the request of the GNWT shall produce such accounts and records.

6.6 The Contractor shall notify the GNWT immediately of any claim, action, or other proceeding made, brought, prosecuted or threatened in writing to be brought or prosecuted that is based upon, occasioned by or in any way attributed to the performance or non-performance of the services under this contract.

7. TERMINATION

7.1 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 becomes insolvent or commits an act of bankruptcy, in the event that any actual or potential labor dispute delays or threatens to delay timely

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performance of the contract or the Contractor defaults or fails to observe the terms and conditions of the contract in any material respect.

- 7.2 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.

8. FINANCIAL

- 8.1 It is a condition of this contract that payment thereunder is subject to Section 46 of the Financial Administration Act 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"

- 8.2 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 hold back shall continue until the breach has been rectified to the satisfaction of the GNWT.

- 8.3 GNWT may set off any payment due the Contractor against any monies owed by the Contractor to the GNWT.

- 8.4 The GNWT purchases of goods/services are made on a tax free (zero rated) basis in accordance with the following certification:

"We certify that the goods/services purchased by the GNWT 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 applicable, from the Federal Government.

- 8.5 Provided all terms and conditions on the part of the Contractor have been complied with, each invoice will be paid thirty (30) calendar days after receipt of the invoice, or thirty (30) calendar days after delivery of the services, whichever is later. Invoices from Northern Contractors (as defined by the GNWT Business Incentive Policy, 32.04) will be paid twenty (20) calendar days after receipt of the invoice, or twenty (20) calendar days after the receipt of the services, whichever is later.

- 8.6 The GNWT may, in order to discharge lawful obligations or to satisfy lawful claims against the Contractor or a sub Contractor arising out of the execution of work, pay any amount, which is due and payable to the Contractor under the

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contract, if any, directly to the obligee of and the claimants against the Contractor or sub Contractor.

9 INSURANCE

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:

Workers Compensation insurance covering all employees engaged in the work in accordance with the statutory requirements of the Territory or Province having jurisdiction over such employees. If the Contractor is assessed any additional levy, extra assessment or super-assessment by a Worker's Compensation Board as a result of an accident causing injury or death to an employee of the Contractor or sub Contractor, or due to unsafe working conditions, then such levy or assessment shall be paid by the Contractor at its sole cost and is not reimbursed by the GNWT.

- a) Employee'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 policy referred to in item (e) herein shall contain an endorsement providing for Contingent Employers Liability insurance.
- b) Motor Vehicle, water craft and snow craft standard insurance covering all vehicles and/or craft owned or non-owned, operated and/or licensed by the Contractor and used by the Contractor in the performance of this agreement in an amount not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury, death and damage to property; and with respect to busses limits of not less than one million dollars (\$1,000,000.00) for vehicle hazards and not less than one million dollars (\$1,000,000.00) for Bodily Injury to or death of one or more passengers and loss or damage to the passenger's property in one accident)
- c) Aircraft Liability insurance covering all aircraft, owned or non-owned, operated and/or leased by the Contractor and used in operations hereunder with a bodily injury, death, and property damage and passenger hazard of five million dollars (\$5,000,000.00) (inclusive)
- d) Comprehensive General Liability Insurance with limits of not less than two million dollars (\$2,000,000.00) (inclusive) per occurrence for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include but not be limited to the following terms and conditions:
 - Products & Completed Operations Liability*
 - Contractor's Protective Liability
 - Blanket Contractual Liability
 - Broad Form Property Damage
 - Personal Injury Liability
 - Cross Liability
 - Medical Payments

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- Non-owned Automobile Liability*
- Contingent Employers Liability*
- Employees as Additional Insured*
- * WHERE APPLICABLE

- e) Professional Liability Insurance with limits of not less than two hundred fifty thousand dollars (\$250,000.00) per claim and five hundred thousand dollars (\$500,000.00) in the annual aggregate, to cover claims arising out of the rendering of or failure to render any professional service under this contract or agreement.
- f) Motor Truck Cargo insurance, against all risks of physical loss or damage in an amount not less than \$500,000.00 covering the property of the GNWT while in the care and custody of the Contractor during any transit, warehousing and delivery services called for by the contract.

All policies shall provide that thirty day's written notice be given to the GNWT prior to any material changes or cancellations of any such policies.

The policies shall provide name of GNWT and all sub Contractors as additional insurers only with respect to the terms of this contract (except on Workers Compensation Insurance and Professional Liability) and shall extend to cover the employees of the insurers hereunder.

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 with 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.

IN WITNESS WHEREOF the parties hereto have set their hand and seals as of the date and year entered below.

FOR THE GNWT

FOR THE CONTRACTOR

Name/Title

Name/Title

Date

Date

Witness

Witness