



**REQUEST FOR PROPOSALS  
(RFP)**

**22 MVA TRANSFORMER SUPPLY**

**TALTSON HYDRO, NORTHWEST TERRITORIES**

**RFQ No. 208125**

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**PART A**  
**COMMERCIAL TERMS**

## 1 INTRODUCTION

### 1.1 Project Title

22 MVA transformer Supply – Taltson Hydro, NT

### 1.2 Project Description

The Northwest Territories Power Corporation (“NTPC”) is requesting Proposals from qualified bidders (“Proponents”) to supply two (2) 22 MVA transformers.

### 1.3 NTPC Project Personnel

- .1 Andrew Ellis  
Project Manager  
Email: [aellis@ntpc.com](mailto:aellis@ntpc.com)

### 1.4 Key Dates

|                                    |                |
|------------------------------------|----------------|
| Deadline for Questions & Inquiries | May 12, 2023   |
| Final Addendum Issued              | May 15, 2023   |
| RFP Closing                        | June 9, 2023   |
| Award of Contract                  | June 16, 2023  |
| Start Work                         | N/A            |
| Delivery of transformer            | March 11, 2024 |

## 2 GENERAL

### 2.1 Inquiries

All questions or inquiries concerning this Request for Proposal (“RFP”) must be submitted **in writing** no later than **3:00 p.m. local time on May 12, 2023**, and should be addressed to:

Babatunde Balogun, Contract Specialist  
Email: [bbalogun@ntpc.com](mailto:bbalogun@ntpc.com)

Verbal responses to any inquiry cannot be relied upon and are not binding to either party.

### 2.2 Release of Information

Subject to any written agreement to the contrary, all proposals and other support documentation received by NTPC from Proponents shall become the property of NTPC and will not be returned to the Proponents. NTPC will not disclose the Proponent’s bid to any third party, save and except for any disclosure required by court order or other legal

compulsion including, without limitation, pursuant to the Access to Information and Protection of Privacy Act, S.N.W.T 1994 c.20.

### **2.3 Cost of Preparation**

NTPC is not liable for any costs of preparation of proposals.

### **2.4 Acceptance of Proposals**

This is not a Request for Tender or otherwise an offer. NTPC is not bound to accept the proposal that provides for the lowest cost or price to NTPC nor any proposal of those submitted.

### **2.5 Short List**

Proposals may be short-listed. Proponents who are short-listed may be requested to make a formal presentation.

### **2.6 Return of Proposals**

The proposal and accompanying documentation submitted by the Proponents will not be returned.

### **2.7 Cancellation**

NTPC has the right to cancel this RFP at any time and to reissue it for any reason whatsoever without incurring any liability and Proponents will not have any claim against NTPC as a consequence.

## **3 PREPARATION AND DELIVERY OF RFP**

### **3.1 Electronic Submission**

Proponents shall submit proposal electronically following the instructions in Appendix B.

### **3.2 Proposals Not Accepted by Fax or Email**

Proposals submitted by fax or email will **not** be accepted.

### **3.3 Signature/Seal**

- .1 If the Proponent is a corporation, the proposal shall be signed in the corporation's name and on its behalf by either:
  - i.) two persons, duly authorized, who shall specify their office, and such signatures shall be witnessed; or
  - ii.) by one person, duly authorized, who shall specify their office, and such signature shall be under seal.

- .2 If the Proponent is an individual or a firm other than a corporation, the proposal shall be signed by one person, duly authorized, who shall specify their office, and such signature shall be witnessed.

### **3.4 Closing**

The electronic submission must be received by:

Babatunde Balogun, Contract Specialist  
Northwest Territories Power Corporation  
8 Aspen Road  
Hay River, NT X0E 0R6

No later than **4:00 PM MST on June 9, 2023**. A proposal may be withdrawn prior to the closing time, if written notice to that effect is received by NTPC.

The RFP number, closing date, and the Proponent's name must be clearly marked on the outside of the tender package.

## **4 ADDENDA**

### **4.1 General**

Any changes to the RFP Documents will be issued by NTPC as written Addenda to all parties registered as having received a copy of the RFP Documents.

### **4.2 Addenda Form Part of RFP Documents**

These Addenda shall form part of the RFP Documents.

### **4.3 Acknowledgment**

Immediately upon receiving any Addenda, the Proponent shall acknowledge receipt of the Addenda by sending an email to Babatunde Balogun, Contract Specialist at [bbalogun@ntpc.com](mailto:bbalogun@ntpc.com).

## **5 AMENDMENTS**

Proponents may not amend their proposal after the closing time and date.

If a proposal or amendment contains a defect, or fails to comply with the requirements of this RFP, NTPC at its sole discretion reserves the right to accept the proposal if it determines the defect or failure to comply is not material.

## **6 EVALUATION**

Proposals will be rated in accordance with the criteria set forth in the attached Terms of Reference.



## **7 FINANCIAL INFORMATION**

The successful Contractor may be required to provide recent audited financial statements and/or financial information to aid NTPC in determining a counterpart credit check. Any financial information provided by the Contractor shall be used to determine counterparty risk only and will be held in strict confidence.

## **8 ICIP PROGRAM**

The services required hereunder may be sponsored program funded in whole or in part by the Government of Canada and/or the Government of the Northwest Territories (an “ICIP Program”), then the following provisions shall apply:

- a. At any time during the performance of the Services, the Contractor shall comply with and perform any obligations or requirements under the ICIP Program and which are provided by NTPC to the Contractor.
- b. It is mandatory that the Contractor having expressed its interest in any ICIP Program related projects and consequently providing the Services under awarded Contracts for such Projects, have identified itself to NTPC prior to entering into Contract, if they qualify as Small or Medium Enterprise (enterprises employing fewer than 500 employees).
- c. The Contractor shall provide monthly written reports on the hours of labour employed by the Contractors with individuals identifying in the following and if an individual identifies in more than one group that shall be noted in the report:
  - i. Indigenous Peoples;
  - ii. Women;
  - iii. Youth;
  - iv. Persons with Disability;
  - v. New Canadians;
  - vi. Veteran; and/or
  - vii. Apprentices.

## **9 CONTRACT**

### **9.1 General**

Notice in writing to a Proponent and the subsequent execution of a written agreement shall constitute the making of a contract. No Proponent shall acquire any legal, equitable, or contractual rights or privileges whatever until the contract is signed.

### **9.2 Negotiation**

NTPC reserves the right to negotiate price, scope of work or both with the highest rated Proponent.

### **9.3 Contract Award**

If a contract is to be awarded as a result of this RFP, it shall be awarded to the Proponent who is responsible and responsive and whose proposal provides the best potential value to NTPC. 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.

### **9.4 Contract Acceptance Period**

If a written contract cannot be negotiated within 30 days of notification of the successful Proponent, or such other period as NTPC may agree to, in writing, NTPC may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent, or Proponents, and either negotiate a contract with another Proponent or choose to cancel this RFP process and not enter into a contract with any of the Proponents.

### **9.5 Contract Form**

Should a contract be awarded as a result of this RFP it is expected that the contract to be entered into with the successful Proponent will be substantially in the form of the standard contract with NTPC. A sample of the contract is included in Part C.

Proponents are cautioned to thoroughly review the sample contract to ensure, before incurring the expense of proposal preparation, that they are capable of meeting the terms and conditions of the contract.

In the event of any inconsistency or conflict between the provisions contained in this RFP or the successful proposal and the contract to be entered into with the successful proponent, the provisions of the executed contract shall govern.

## **10 CONTRACT SECURITY**

### **10.1 Performance Bond**

At the time the contract is executed, the successful Proponent may be required to deliver a fully executed Performance Bond in an amount equal to 50% of the contract price. The security will be retained by NTPC during the period as stated in the contract and the terms set out therein.

### **10.2 Form of Performance Bond**

The Performance Bond shall be in the Standard Construction Document form CCDC 221, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour NTPC by a surety who is approved by NTPC and who is licensed to transact the business of a surety in the Northwest Territories.

### **10.3 Labour and Material Payment Bond**

At the time of the contract is executed, the successful Proponent may be required to deliver

a fully executed Labour and Material Payment Bond in an amount equal to 50% of the contract price. The security will be retained by NTPC during the period as stated in the contract and the terms set out therein.

#### **10.4 Form of Labour and Material Payment Bond**

The Labour and Material Payment Bond shall be in the Standard Construction Document form CCDC 222, as amended from time to time, of the Canadian Construction Documents Committee and issued in favour of NTPC by a surety who is licensed to transact the business of a surety in the Northwest Territories.

#### **10.5 Alternatives to Bonds**

As an alternative to submitting a bond, NTPC will accept a certified cheque payable to NTPC or a wire transfer. Should a certified cheque or wire transfer be used as security, all interest earned will accrue to the benefit of NTPC. If a wire transfer is to be used, a \$15.00 administration charge for each wire shall be added to the overall value.

#### **10.6 Holdback**

The contract terms shall include a 10% holdback on all paid invoices.

**PART B**  
**TERMS OF REFERENCE**

## **1 INTRODUCTION**

The terms of reference and the request for proposals are not intended to rule out innovation on the part of contractor. If the contractor believes a more desirable result can be achieved by deviating from specific details, this should be clearly outlined in the proposal

### **1.1 Project Identification**

22 MVA Transformer Supply – Taltson Hydro

### **1.2 Project Background**

NTPC is upgrading the Taltson Hydro facility from 18MW to 22MW and therefore requires a new transformer to handle the increased capacity.

### **1.3 Objectives**

NTPC requires the proponent to supply two (2) 22MW transformers.

## **2 SCOPE OF WORK**

### **2.1 General**

.1 Supply two (2) 22 MW transformer per the enclosed specifications in Appendix D and deliver to Taltson Hydro facility.

### **2.2 Constraints**

Transformers are required in Fort Smith NT no later than March 11, 2024.

### **2.3 Deliverables**

Supply two (2) 22MW transformers per specifications enclosed in Appendix D.

Provide optional pricing for delivery to:

1. Fort Smith, NT
2. Taltson Hydro facility from proponent's facility. The Taltson Hydro Facility is located about 60 km northeast of Fort Smith, NT on the winter road. Winter road travel time from Fort Smith to Taltson is approximately 12 hrs round trip, See enclosed Appendix E winter road rules for travel on the winter road and Winter Road maps in Appendix F., tridem tractors are not recommended, and scissor neck trailers are required due to ground clearance issues along the winter road route.

## **3 SUBMISSION REQUIREMENTS**

Transformer must be in Fort Smith, NT to cross winter road no later than March 11, 2024. Transformer specifications in Appendix D must be adhered to.

### **3.1 Schedule**

Transformer must be in Fort Smith, NT to cross winter road no later than March 11, 2024.

### **3.2 Past Experience**

The Proponent shall submit a list of three (3) projects of a similar scope which they have successfully completed.

### **3.3 Personnel Resumes**

The Proponent shall submit detailed resumes of proposed crew members along with copies of all applicable credentials.

### **3.4 Methodology**

The Proponent shall demonstrate their understanding of the work involved; explain their approach to meeting the state objective, identifying significant factors, objectives, site trips, meeting schedules, budget, various concerns, client reporting, and other significant events or activities.

### **3.5 Fees and Expenses**

The Proponent shall clearly state proposed total fee, plus estimates for disbursements.

### **3.6 Contract Form**

Should a contract be awarded as a result of this RFP it is expected that the contract to be entered into with the successful Proponent will be substantially in the form of the standard contract with NTPC. A sample of the contract is included in Part C.

Proponents are cautioned to thoroughly review the sample contract to ensure, before incurring the expense of proposal preparation, that they are capable of meeting the terms and conditions of the contract.

In the event of any inconsistency or conflict between the provisions contained in this RFP or the successful proposal and the contract to be entered into with the successful proponent, the provisions of the executed contract shall govern.

## **4 GENERAL**

### **4.1 Northern Content**

Proponents shall clearly identify the value of goods and services being provided by Northern companies or personnel. NTPC supports northern companies by providing a 10% preference on the northern content of bids and proposals.

## 4.2 Scoring Structure

The individual Evaluation Criteria will be scored according to the following scale:

|                           |             |
|---------------------------|-------------|
| Unacceptable/Not Provided | 0 Points    |
| Poor                      | 1-2 points  |
| Fair                      | 3-5 points  |
| Good                      | 6-8 points  |
| Excellent                 | 9-10 points |

**APPENDIX A**  
**PROPOSAL RATING FORM**



## PROPOSAL RATING FORM

Proponent: \_\_\_\_\_ Rating by: \_\_\_\_\_ Date: \_\_\_\_\_

| Item | Evaluation Criteria            | Assigned<br>Weight<br>(A) | Score<br>(B) | Points<br>Scored<br>A x B | Remarks |
|------|--------------------------------|---------------------------|--------------|---------------------------|---------|
| 1.   | Company Experience             | 10                        |              |                           |         |
| 2.   | Schedule                       | 30                        |              |                           |         |
| 3.   | Methodology/Adherence to Specs | 15                        |              |                           |         |
| 4.   | Total Cost <sup>1</sup>        | 45                        |              |                           |         |
|      | <b>Total</b>                   | <b>100</b>                |              |                           |         |

**Scoring Structure:**

|              |      |        |
|--------------|------|--------|
| Unacceptable | 0    | points |
| Poor         | 1-2  | point  |
| Fair         | 3-5  | points |
| Good         | 6-8  | points |
| Excellent    | 9-10 | points |

<sup>1</sup> Lowest Cost Ratio is an evaluation approach whereby the Proposal with the lowest cost receives the maximum points available and all other Proposals receive a percentage of the points based on their cost relation to the lowest. This is determined by applying the following formula: (Lowest Cost / Cost Being Evaluated) x (10) = Awarded Points

\*Notwithstanding any Proposal bid price, NTPC reserves the right, in its sole and unfettered discretion, to use a benchmark cost if the proposal with the lowest cost does not meet other evaluation criteria, the overall project scope, if the bid is non-compliant or for any other reason determined by NTPC.

**APPENDIX B**  
**ELECTRONIC SUBMISSION INSTRUCTIONS**

**ELECTRONIC SUBMISSION INSTRUCTIONS:**

**Electronic submissions are only acceptable as a *single pdf file*.**

The electronic submission page can be accessed at the following URL:

<https://www.ntpc.com/form/tenders>

Proponent is to fill out the information on the URL form, browse to the file location on their computer, and “submit”.

Electronic submission must be made by the deadline listed in Part A.

**\*\*Submissions through the Merx website will not be accepted.\*\***

**APPENDIX C**  
**NORTHERN PREFERENCE FORM**

## Northern Preference

- a. To support NTPC customers, northern suppliers will receive a 10% preference on the purchase price of goods, materials and services (“northern content”) of the proposal price.
- b. To encourage the use of the northern workforce and northern suppliers, non-northern contractors are eligible to receive a 10% preference for the purchase of goods, material and services from northern suppliers (“northern content”) of the proposal price.
- c. In the application of a) and b), pricing offered will be reduced by the amount of the preference for evaluation purposes. For clarity, the preference is applied only to the dollar amount of “northern content” portion of the pricing offered. The maximum dollar adjustment is \$250,000.00.
- d. Diesel/gas generating sets, fuels and lubricants are exempt from northern preference.
- e. The Corporation may remove contractors from the northern preference.
- f. In northern communities where there are three or more qualified local contractors for work estimated at less than \$100,000.00, the Corporation will invite only the local contractors to submit a proposal for the work. If there is only one qualified local contractor in the community, the Corporation will invite the local contractor as well as at least two other qualified contractors.

## Definitions

- **Customer:** Any business or individual that either directly or indirectly purchases their energy requirements from the NWT Power Corporation.
- **Local Contractor:** A contractor whose main place of business is the community in which the work is to be performed.
- **Northern Business:** A business that complies with the legal requirements to carry on business in the NWT and is physically located in the NWT.
- **Northern Content:** The portion of the contract (i.e., travel, transportation, labour, equipment rental, and materials) that will be purchased in the NWT from any northern business or supplier.
- **Northern Supplier:** A northern business that is a supplier of goods and services to which the general public has access, and from which the general public can purchase directly from a “representative” inventory of items offered for sale or services offered. The supplier must also:
  - Operate from a bona fide place of business;
  - Have a business sign and hours of operation posted in view of the general public;
  - Have employees on the premises that provide customer service;

- Have office equipment in order to conduct business; and
- Be a customer of the Corporation.

**This business is a Northern Supplier** **Yes** **No**

**The Northern Content, based on cost, of this proposal is** \_\_\_\_\_ **Percent**

*If a percentage is not provided for Northern Content the submission will be treated as though there is no Northern Content and rated on full cost proposal.*

**PROVIDED IN SEPARATE ATTACHMENT.**

**Appendix D**

**Transformer Technical Specification**

**Appendix E**

**Taltson Road Operating Rules**

**Appendix F**

**Taltson Winter Road Map Book**

**PART C**  
**FORM OF CONTRACT**



**1. Interpretation**

In the Contract, unless the context otherwise requires:

- a. references to Sections and Schedules are to be construed as references to the sections of, and schedules to, this Contract;
- b. references to this Contract or any other document shall be construed as references to this Contract or that other document as amended, supplemented, novated or otherwise varied from time to time;
- c. references to a provision of law is a reference to that provision as amended or re-enacted;
- d. words importing the plural shall include the singular and vice versa;
- e. references to a time of day shall be construed as references to Mountain Standard Time; and
- f. section, schedule and paragraph headings are for ease of reference only.

**2. Definitions**

Unless otherwise defined in the Contract, the following words and phrases shall have the following meanings in the Contract and the Schedules:

- a. "Affiliates" means, with respect to a particular Person, another Person that controls, is controlled by, or is under common control with, that particular Person. For the purposes of this definition, a Person "controls" another Person (other than an individual) if the first Person:
  - i. holds more than 50% of the voting securities of such other Person;
  - ii. has power to appoint a majority of the board of directors or comparable body of such other Person;
  - iii. is entitled to more than 50% of the profits of such other Person or, in the event of a dissolution, to more than 50% of the assets of such other Person;
  - iv. or otherwise has the power to direct or cause the direction of management or policies of such other Person, in each case, regardless of whether such right or power is held or exercisable directly or through intermediaries or whether such right or power is held beneficially or as a trustee, guardian or similar capacity.
- b. "Applicable Law" means, in relation to any Person, property, operation or circumstance, all laws and statutes, including regulations, rules, by-laws, ordinances and other statutory instruments enacted thereunder; all judgments, decrees, rulings and orders of courts, tribunals, commissions and other similar bodies of competent jurisdiction; all orders, rules, directives, policies and guidelines having force of law issued by any Government Authority; and all terms and conditions of any permits, licenses and authorizations; that are in effect as of the relevant time and are applicable to such Person, property or circumstance.
- c. "Change Order" means a written order signed by both Parties authorizing a change to this Contract including the Work in the form of Schedule D.
- d. "Confidential Information" means information in whatever form, including verbal, written and electronic information, data, programs, accounts, specifications, trade secrets, inventions, innovations, processes, methods, records, customer lists or other reports, that are disclosed by one Party to the other pursuant to this Contract, and includes all derivative information, reports, interpretations and analyses generated therefrom, but does not include information with respect to which the receiving Party is able to establish: (i) that at the time of disclosure it was or thereafter became generally available to the public other than as a result of any act or omission by the receiving Party, its Affiliates or their respective directors, officers, employees, servants, and agents or anyone to whom the receiving Party or its Affiliates or their respective directors, officers, employees, servants, and agents disclosed such information; (ii) it was or became lawfully known to the receiving Party, its Affiliates or their respective directors, officers, employees, servants, and agents on a non-confidential basis and not in contravention of any Applicable Law from a source (other than the disclosing Party) that is entitled to disclose the information; (iii) it was or is developed by the receiving Party or any of its Affiliates or their respective directors, officers, employees, servants, and agents independently of the Confidential Information; or (iv) if the information is not subject to another confidentiality agreement or other obligation of secrecy, it was already in the possession of the receiving Party, its Affiliates or their respective directors, officers, employees, servants, and agents or was lawfully acquired by them; provided that, any combination of the information which comprises part of the Confidential Information shall not be deemed to be non-confidential merely because individual parts of that information were within the above clauses (i) to (iv) unless the combination itself was within any of the above clauses (i) to (iv).
- e. "Consequential Losses" means any consequential, incidental, punitive, special, exemplary or indirect damages, cost or deferred profits or revenues,

loss of business opportunity, loss of value, losses based on loss of use or other business interruption losses and damages including economic loss and income tax liabilities.

- f. "Contract" means the Master Contract and all Schedules attached thereto including these Standard Terms and Conditions.
- g. "Encumbrance" means any mortgage, pledge, lien, charge, adverse claim proprietary right, assignment by way of security, security interest, title retention, preferential right or trust arrangement or any other arrangement having the effect of security.
- h. "Goods" means all goods, if any, supplied pursuant to the terms of this Contract as described in Schedule C.
- i. "Government Authority" means a government or a government department agency, or other authority thereof, and including the courts, in each case having authority over the facilities and operations of the Parties
- j. "GST" means any sales tax or goods and services tax applicable to the transaction, including, without limitation, the tax provided for in the Excise Tax Act (Canada).
- k. "Insolvency Event" means, in relation to any Person, that such Person institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights
- l. "IP Developments" has the meaning ascribed in Section 17 of these Standard Terms and Conditions;
- m. "Losses and Liabilities" means all losses, costs, expenses, interest, charges assessments, damages, liabilities, and claims, including all reasonable costs incurred in investigating, defending or negotiating the resolution of any claim and specifically including reasonable professional fees and expenses on a full indemnity basis, howsoever arising, but, unless expressly provided for in this Contract, shall not include any losses or liability for Consequential Losses.
- n. "Master Contract" means the master contract or Purchase Order, as applicable, including the cover page thereof, to which these Standard Terms and Conditions are attached.
- o. "Notice" has the meaning ascribed in Section 32 of these Standard Terms and Conditions.
- p. "NTPC" means Northwest Territories Power Corporation.
- q. "NTPC Health and Safety Requirements" means the NTPC Health and Safety Requirements, as it is amended from time to time.
- r. "Party" means a party to this Contract and "Parties" means each of them.
- s. "Person" means an individual, partnership, corporation, trust, trustee Government Authority, unlimited liability company or other legal entity.
- t. "Price" means the firm price, fees, rates and/or expenses, exclusive of GST that may be earned by the Supplier pursuant to this Contract which are specified in the Cover Page to the Master Contract, and which shall be paid by NTPC in accordance with this Contract.
- u. "Purchase Order" means a written order issued by NTPC as offer to the Supplier for the purchase of the Work, which Purchase Order shall be governed by the express terms contained on the face of the Purchase Order the terms contained in any addendum or supplement thereto, and these Standard Terms and Conditions.
- v. "Services" means all services, if any, supplied pursuant to the terms of this Contract as described in Schedule C.
- w. "Standard Terms and Conditions" shall mean these general terms and conditions applicable to the Contract.
- x. "Supplier" means the Party designated as the Supplier on the Master Contract.
- y. "Supplier's Progress Payment Reports" means monthly Reports provided by the Supplier which provide actual costs incurred and estimates of the portion of the Work completed to the end of the preceding calendar month.
- z. "Work" means the equipment, Goods and/or Services to be performed and/or supplied by the Supplier as required by the Master Contract and as may be more particularly described in Schedule C.
- aa. "Work Schedule" means, if any, the schedule agreed upon between NTPC and the Supplier with respect to the Work.

**3. Independent Contractor**

It is specifically agreed and understood that the Supplier is an Independent contractor and is not a servant, agent, or employee of NTPC and that the Work to be performed under this Contract shall be carried on by the Supplier under its own risk and, if no methods or procedures have been directed by NTPC, according to its own methods or procedures, subject only to compliance by the Supplier with all the provisions of this Contract. If NTPC has directed a method or procedure to be used, the Supplier shall be fully responsible for the manner in which such methods or procedures are to be carried out. The Supplier shall be exclusively responsible for the Supplier's personnel and equipment and that of its subcontractors engaged in the performance of the Work. The Supplier is not eligible for the benefits NTPC provides to its employees, including, without limitation, vacation and general holiday pay, sick leave, Canada Pension Plan contributions or Employment Insurance contributions.

**4. Subcontracting**

If Supplier wishes to subcontract all or a portion of the Work, it shall first obtain NTPC's written consent, which consent may be unreasonably withheld. NTPC shall have the right to approve of the specific subcontractor(s), and the terms and conditions of any subcontract with such subcontractor(s).

**5. Changes**

NTPC may, by written Change Order, approved by the Supplier, make any changes, including additions to or deletions from the Work. If the change affects the Work Schedule, NTPC may adjust the completion or delivery date or dates for the period of time that NTPC deems fair and reasonable by giving notice thereof in writing to the Supplier. If the change affects the Price, the Supplier shall be entitled to compensation in addition to the Price based on an equitable determination made by NTPC, acting reasonably.

**6. Termination**

- a. Unless otherwise specified in the Master Contract, NTPC has the right to terminate this Contract at any time by giving 1 (one) days' written notice in advance of the effective date of termination. The Supplier shall, upon receipt of such notice, unless otherwise authorized in writing by NTPC, make no further commitments with respect to the Work and take all reasonable steps necessary to minimize any costs arising from commitments made prior to receipt of the notice. Supplier shall be entitled to invoice NTPC for the cost of Work performed or delivered and not paid for up to the effective date of termination, but not beyond such date.
- b. NTPC has the right to terminate this Contract at any time with immediate effect if Supplier: breaches a material term of the Contract; acts in a manner that demonstrates willful misconduct; is grossly negligent; engages in practices inconsistent with good Canadian industry practice; fails to comply with any Applicable Law; fails to comply with NTPC's policies; becomes insolvent or institutes or has instituted against it an Insolvency Event; makes an assignment for the benefit of creditors; is adjudicated as bankrupt; admits in writing its inability to pay its debts generally as the same come due; or institutes procedures under any law for relief of debtors or for the appointment of a receiver, monitor, trustee, or liquidator of Supplier. Should a voluntary petition for bankruptcy or reorganization or an adjudication of Supplier as an insolvent or a bankrupt be filed, or should an attachment be levied upon Supplier's equipment then NTPC may also terminate this Contract with immediate effect.
- c. If NTPC terminates this Contract because of the breach of a material term of the Contract by Supplier, then Supplier shall pay any reasonable additional costs that NTPC incurs to obtain completion of the Services as a result of such breach, including any costs paid to another supplier that exceed the quoted costs for the same Services that were to be performed by Supplier, and NTPC shall be entitled to set off such additional costs against any outstanding invoices submitted by Supplier.

**7. Invoices**

All invoices in respect of the Work must:

- a. show NTPC's Purchase Order or Job Number or contract number;
- b. show the address of the location where the Goods were shipped to or where the Services were provided;
- c. show Supplier's name, invoice date, and unique invoice number;
- d. show the Goods' or Services' name, quantity of Goods shipped or amount of Services provided, and unit cost and extended cost, as applicable;
- e. show the Price in Canadian funds unless NTPC has expressly agreed to a Price in the currency of another country;
- f. show all applicable fees, permits, taxes, and duties as a separate line item; and
- g. show the 'remit to' address.

**8. Payment Terms – Services**

- a. With respect to the provision of Services, the Supplier shall submit to NTPC as soon as practicable after the first day of each calendar month, an estimate of the portion of the Work, if any, completed to the end of the preceding calendar month. The estimate shall be presented on the Supplier's Progress Payment Reports provided to NTPC and all items of the estimates shall be segregated and coded in accordance with accounting classifications as provided from time to time by NTPC. Unless another time for payment is specified in the Master Contract, progress payments will be made to the Supplier calculated on the basis of the estimate after the estimate, and the progress and quality of the Work completed to the end of the preceding month, have been checked and approved by NTPC. Subject to the terms and conditions contained in this Contract, and subject to NTPC's approval of the progress and quality of the Work completed to the end of the preceding month, NTPC shall, within 30 days following receipt of the Supplier's Invoice pay to the Supplier an amount equivalent to the approved value of the Services completed, less the total amount of progress payments previously made to the Supplier.
- b. Except to the extent that the Master Contract provides for Substantial Completion and Final Completion processes, Completion of the Services shall be evidenced by NTPC's issuance of a certificate of completion. As applicable NTPC shall be entitled to withhold 10% of payment due to Supplier for 45 days following issuance of the certificate of completion (or such other amounts or times as may be prescribed by Applicable Law). Unless NTPC advises otherwise, final payment to the Supplier in the case of completion of the Services shall be made only upon (i) delivery by the Supplier to NTPC of a statutory declaration declaring that all sums and obligations incurred by the Supplier in the performance of the Services, including payment to the Supplier's subcontractors, if any, have been paid and discharged and that all laws, rules, and regulations have been duly complied with in the performance of the Services; (ii) a release releasing all claims against NTPC and its property arising under this Contract; and (iii) evidence of compliance with the requirements of all applicable legislation with respect to worker's compensation insurance, including the making of all payments required in connection therewith, all of the foregoing to be in form and substance satisfactory to NTPC.

**9. Payment Terms – Goods**

With respect to the delivery of Goods, the Supplier shall submit to NTPC an invoice following delivery of each shipment of Goods. NTPC may by written notice to the Supplier object to all or a portion of each invoice, which objection shall be addressed by the Parties pursuant to the dispute provisions of the Master Contract. NTPC shall only be obligated to pay for the undisputed part of a disputed invoice as applicable, NTPC shall be entitled to withhold 10% of payment due to the Supplier for 45 days following delivery of Goods (or such other amounts or times as may be prescribed by Applicable Law). Subject to the terms and conditions contained in this Contract, and to any amounts withheld pursuant to Applicable Law, NTPC shall, within 30 days following receipt of the Supplier's invoice, pay to the Supplier such amounts that are not subject to dispute. Neither the presentation nor non payment of an individual invoice shall constitute a settlement of a dispute, an accord and satisfaction a remedy of account stated or otherwise waive or affect the rights of the parties.

**10. Fees, Permits, Taxes, and Duties**

The Supplier shall include in any invoice, and shall be fully and exclusively responsible for the obtaining and remittance of, fees, permits, taxes (including GST), and duties that arise by reason of the Work performed by the Supplier, and the Supplier shall defend, indemnify, and hold NTPC harmless from any liability for failure to pay any and all such fees, permits, taxes, and duties, including interest and penalties thereon. The Supplier shall specify all charges for fees, permits, taxes (including GST), and duties on all invoices as a separate line item. NTPC shall be entitled to hold back from payment to the Supplier and remit any amounts which are required pursuant to Applicable Law to be held back and remitted or payable to a third party, including, but not limited to, payments pursuant to the provisions of the Income Tax Act (Canada) and any applicable workers compensation legislation. If NTPC was required to hold back from payment to the Supplier any amounts required pursuant to Applicable Law, but failed to hold back, then Supplier will, on demand, pay to NTPC the amount of the required hold back to reimburse NTPC for the amount required to be remitted.

**11. Right to Set Off**

Without prejudice to any other right or remedy of NTPC, the obligation of NTPC to make any payment to the Supplier under or in connection with this Contract is subject to NTPC's right to deduct or set off against any such payment any sum which may be due to NTPC, or to which NTPC has a claim under this Contract or under any other agreement with the Supplier.

**12. Audit**

The Supplier shall keep records of account with supporting vouchers, invoices, and other documentation, including calculations, estimates, analyses, working papers and correspondences, showing all expenditures of whatsoever nature made by the Supplier in the performance of the Work for a period of no less than 7 (seven) years after termination of this Contract. All records and books of account shall be kept in accordance with generally accepted accounting principles and procedures. NTPC has the right to examine, at all reasonable times, the records and books of account of the Supplier to the extent necessary to verify amounts claimed by the Supplier pursuant to this Contract.

**13. Delays**

Either Party may delay delivery and/or acceptance occasioned by causes beyond its control and without its fault or negligence. The Supplier shall notify NTPC immediately of any delay in the performance of the work and of any proposed or actual stoppages of work industrial disputes or other matters which affect or are likely to affect the carrying out of the Completion of the Work at NTPC's direction, Supplier will hold or suspend Goods or Services or both and will deliver or perform them when the cause effecting the delay has been removed, and in the event of such a delay in delivery or performance at NTPC's direction, NTPC will be responsible only for Supplier's direct additional costs in holding Goods or in delaying performance of Services. Causes beyond the control of either Party will include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, and unusually severe weather provided however that financial impecuniness shall not be considered a cause beyond the control of a Party.

**14. Title**

Title shall pass to NTPC upon delivery to NTPC's address as set out in this Contract or to any other address specified in a Purchase Order. Risk of loss or damage shall pass to NTPC only upon NTPC's final acceptance. The Supplier acknowledges and agrees that NTPC has, and shall have title to all documentation and information arising from the performance of the Work.

**15. Indemnity**

The Supplier shall:

- a. be liable to NTPC, its Affiliates and their respective directors, officers, employees, servants, and agents for all losses, costs, expenses (including legal and other professional fees and disbursements), and damages whatsoever which NTPC, its Affiliates or their respective directors, officers, employees, servants, and agents may suffer, sustain, pay, or incur; and
- b. indemnify NTPC, its Affiliates and their respective directors, officers, employees, servants, and agents against all actions, proceedings, claims, and demands whatsoever which may be brought or made against NTPC by any third party,
- c. by reason of or arising out of, directly or indirectly, any act or omission of the Supplier or its Affiliates or their respective directors, officers, employees, servants, and agents, relating to the performance or delivery of the Work by the Supplier or the failure of the Supplier to observe and comply with all Applicable Law, whether negligent or otherwise. All these obligations will survive the termination of this Contract.

**16. Limitations of Liability**

In no event shall the liability of NTPC pursuant to this Contract, whether arising in contract, tort, or any other legal theory, exceed the Price under this Contract, exclusive of any legal or third party costs incurred by the Supplier arising from NTPC's gross negligence or willful misconduct. Supplier's liability pursuant to this Contract shall not be limited in any way.

**17. Intellectual Property**

- a. All inventions, copyright, copyrightable works, discoveries, improvements, industrial designs and other intellectual and proprietary rights conceived, originated or prepared by the Supplier from or relating to the Work, including without limitation, reports, files, analyses, charts, drawings and other documents prepared by the Supplier in connection with the Work (the "IP Developments") are and become the property of NTPC, and the Supplier agrees to forthwith disclose in writing to NTPC each of the same. The Supplier hereby waives any and all legal and moral rights in the IP Developments. The filing and prosecution of all patents, industrial designs, trademarks and copyright applications arising from the performance of the Work is solely under the control and at the expense of NTPC and all applications and any patents, industrial designs, trademarks and copyrights resulting therefrom are the sole property of NTPC. The Supplier agrees to provide during the term of this Contract and for a reasonable time thereafter, at the expense of NTPC, all necessary information, materials and assistance to enable NTPC to proceed

with the filing and prosecution of all such patents, industrial designs, trademarks and copyrights.

- b. Supplier will indemnify, defend and hold harmless NTPC and its Affiliates and their respective directors, officers, employees, servants, and agents from any patent, trademark, or similar proceedings based on Work sold or supplied by Supplier hereunder, including, without limitation, claims for alleged patent or copyright infringement and claims arising from similarity in design, trademark or appearance of Goods or Services or both furnished hereunder. This obligation to indemnify, defend and hold harmless will extend to all expenses, losses, royalties, lost profits, and damages (including, without limitation, litigation costs, legal fees and witnesses' fees, and settlement payments) resulting from any such suit or proceeding, threatened or brought. Upon receipt of notice from NTPC, Supplier promptly will assume full responsibility to defend and to resolve any such suit or proceeding brought or threatened against NTPC and its Affiliates and their respective directors, officers, employees, servants, and agents. Supplier will notify NTPC in writing of the selection of counsel for any such suit or proceeding, and will change counsel upon Supplier's receipt, within 3 business days of NTPC's written notice specifying NTPC's good faith reasons for objecting. NTPC, at its option and expense, may be represented by, and actively participate through, its own counsel in any such suit or proceeding. All these obligations will survive the termination of this Contract.

**18. Compliance**

The delivery of the Work and every part thereof shall be performed in accordance with, and shall comply with, all Applicable Law.

**19. Representation and Warranty**

- a. Supplier represents and warrants that
  - i. if the Supplier is an individual, the Supplier is of the full age of majority and has all requisite legal capacity and competence to enter into this Contract, and to perform its obligations under this Contract, and the Supplier has obtained all necessary approvals in respect of these matters;
  - ii. if the Supplier is a corporation, the Supplier is duly incorporated and validly existing under the laws of its governing jurisdiction, and has the necessary corporate capacity and authority to execute and deliver this Contract, and to perform its obligations under this Contract, and the Supplier has obtained all necessary approvals in respect of these matters;
  - iii. if the Supplier is a trust, partnership, syndicate or other form of unincorporated organization, the Supplier is duly constituted under the laws which govern it and has the power to enter into this Contract, and to perform its obligations under this Contract, and the Supplier has obtained all necessary approvals in respect of these matters;
  - iv. this Contract has been duly authorized (if the Supplier is a corporation or a trust, syndicate or other form of unincorporated organization), executed and delivered by the Supplier and (assuming due execution and delivery by NTPC) is a legal, valid and binding obligation of the Supplier enforceable against the Supplier in accordance with its terms, except as that enforcement may be limited by bankruptcy, insolvency and other law affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction; and
  - v. it is not in violation of any Applicable Laws, which violations, individually or in the aggregate, would have a material adverse effect upon the Supplier's ability to perform its obligations in this Contract;
- b. Supplier represents and warrants that the Work shall be performed in a professional, efficient, prompt, economical, skillful and careful manner, in accordance with the methods, standards and practice currently prevailing among leading firms in the field to which the Work relates. Supplier represents and warrants that the Supplier has all the necessary permits and licenses necessary to conduct and complete the Work. Supplier represents and warrants that it has and shall continue to have during the term of this Contract the requisite skills and experience necessary to perform the Work in accordance with the terms and conditions of this Contract.

- c. Supplier warrants that all Work furnished under this Contract will conform to all specifications (including NTPC's specifications) or samples or drawings, proposals, and appropriate standards and will be free from defects in material and workmanship. Supplier warrants that all such Goods and Services will conform to all statements made on the containers or labels or advertisements for such Goods or Services or both, and that all items will be adequately contained, packaged, marked, and labeled. Supplier warrants that it has good and marketable title to all Goods, consumables, and other items furnished by it under this Contract and that they are free from any Encumbrances in favor of third parties. Supplier warrants that all such Goods will be merchantable and will be safe and appropriate for the purpose for which items of that kind are normally used. Supplier represents that it knows or has reason to know the particular purpose for which NTPC intends to use the Goods or Services or both, and Supplier warrants that such Goods or Services or both will be fit for that purpose. Supplier's foregoing warranties will survive NTPC's inspection, testing, acceptance, and use for a period of one (1) year following completion of the Services or supply of the Goods. Supplier's warranty runs to NTPC and its successors and assigns. Upon notice from NTPC, Supplier will, at its expense, reperform, replace, or correct defects of, any nonconforming Goods or Services or both, promptly and without expense to NTPC. If Supplier re-performs any Services, or replaces, or corrects any defects in any Goods, the warranties granted pursuant to this Section 19(b), shall then apply to such Goods or Services for a period of one (1) year from the date such Services were reperformed, Goods replaced or defects corrected.
- d. If Supplier fails promptly to reperform, correct defects in, or to replace, nonconforming Goods or Services or both, NTPC, after reasonable notice to Supplier, may make such corrections or replace such Goods and Services and charge Supplier for the costs of doing so. All these obligations will survive the termination of this Contract.
- e. Supplier shall assign all manufacturers warranties to NTPC for Goods manufactured by third party manufacturers and provided to NTPC by Supplier pursuant to this Contract, and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to NTPC.

#### 20. Price Warranty

Supplier warrants that prices shown on this Contract are complete, and no additional charges or expenses of any type (including, without limitation, fees for any subcontractors or suppliers, or charges for shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing, and crating) will be added without NTPC's express written consent.

#### 21. Inspection

NTPC shall have the right to inspect and test the Work at any time. The Work shall not be deemed accepted until after a final inspection has been completed by NTPC. The making or failure to make any inspection of or payment for or acceptance of the Work shall in no way impair NTPC's right to reject non-conforming Work or to avail itself of any other remedies to which NTPC may be entitled, notwithstanding NTPC's knowledge of the non-conformity, its substantiality, or the ease of its discovery. The acceptance of the Work by NTPC shall not affect or limit the Supplier's obligations under this Contract.

#### 22. Support

At NTPC's request, Supplier shall provide appropriate and trained support during the warranty period as necessary to ensure proper installation, commissioning, and use of all Goods equipment and materials purchased by NTPC. Supplier shall provide any necessary manuals and shall provide training to NTPC's employees or representatives in the proper operation of the Goods equipment or system.

#### 23. Insurance

Unless otherwise advised in writing by NTPC, the Supplier shall, and shall require each subcontractor to, maintain with reliable insurers Comprehensive General Liability Insurance (including endorsements for products and completed operations liability, employees as additional Insured, non-owned automobiles, non-owned watercraft (if applicable), contractual liability, cross liability, and contingent employer's liability), with an aggregate limit of not less than \$2,000,000 per occurrence (unless higher limits are otherwise provided for in the Contract), and Automobile Insurance with an aggregate limit of not less than \$1,000,000 (unless higher limits are otherwise provided for in the Contract). All insurance provided by the Supplier pursuant to the Contract shall be in a form and with insurers satisfactory to NTPC, and shall name NTPC as an additional Insured. Deductibles, if any, applicable to such insurance, shall be the responsibility of the Supplier or its subcontractors, as applicable. The Supplier and its subcontractors shall each, at NTPC's request, furnish NTPC with proof of such insurance. Notwithstanding these or any other insurance requirements, Supplier's liability pursuant to this Contract shall not be limited to the insurance amounts contemplated herein.

#### 22. Other Contracts

Supplier agrees to cooperate with and afford other vendors, suppliers, and contractors of NTPC reasonable opportunity for the execution of their work and

shall properly connect and coordinate its Work and their work. Supplier shall be liable for any damage that it, its agents or employees may cause to any other vendor, supplier, or contractors of NTPC, and shall hold NTPC harmless from such damage.

#### 23. Safety, Health, and Security Regulations

The Supplier shall comply with the safety, health, and security rules, regulations and policies of NTPC as set out in the NTPC Health and Safety Requirements, or that may be imposed by NTPC respecting the Work, and with the safety and health provisions of all Applicable Law. The Supplier shall be responsible for the compliance with all safety, health, and security rules and the safety and health provisions as aforesaid for all of its employees, servants, and agents, and its subcontractors' employees, servants, and agents.

#### 24. Policy on Ethics / Conflicts of Interest

Supplier agrees to perform the Work and to conduct its operations in a manner which is consistent with the highest of ethical standards. Supplier shall not pay any commission or fee, or grant any rebate or make any loan to any personnel of NTPC or government official, or favour any personnel of NTPC or government official with any gift or entertainment of significant value or enter into any business arrangement with any personnel of NTPC or government official. Supplier agrees to cause all subcontractors engaged in the performance of the Services to adopt and enforce the foregoing policy.

#### 25. Additional Supplier Responsibilities

Supplier is responsible for: (a) unless Supplier provides evidence to NTPC that it is exempt from this requirement, ensuring that all its employees and representatives engaged in the performance of the Work are registered for workers compensation coverage in accordance with the statutory requirement of the jurisdiction governing the Work site, and obtaining and maintaining (and delivering to NTPC upon request a letter of clearance or similar document demonstrating) good standing with the Government of the North West Territories Workers Compensation Board; (b) obtaining and maintaining registration with the Companies Registry of the NWT, unless Supplier provides evidence to NTPC that it is exempt from this requirement; (c) obtaining a GST Registration Number, unless Supplier provides evidence to NTPC that it is exempt from this requirement; (d) paying all royalties, permits, license fees for the Work labour, equipment and material to be furnished by it in connection with the Work; (e) paying all unemployment insurance contributions, Canada/Quebec Pension Plan and employees income tax deductions and payroll contributions together with all taxes imposed by any lawful authority and payable by Supplier and (f) the security of its, and its personnel's, tools, equipment, materials or other personal property during the performance of the Work (NTPC shall not be responsible or liable for the loss of or security of any tools, equipment, materials or personal items belonging to or used by the Supplier or its personnel prior to during the performance of, or after the termination of this Contract).

#### 26. Confidentiality

- a. Subject to Section 29, and except as required by Applicable Law, the Parties shall keep the terms of this Contract strictly confidential, and shall only disclose the contents of the Contract to their Affiliates and their respective employees, contractors, agents, or professional advisors who have a bona fide need to know, for the purposes of advising on, or carrying out, the Contract.
- b. Each Party agrees that it shall not, and shall ensure that all of its Affiliates and their respective employees, contractors, agents or professional advisors shall not, either directly or indirectly, use or disclose to any Person any Confidential Information without the prior written consent of the disclosing Party, except as contemplated by this Contract or as required by Applicable Law. Each Party agrees that it shall be liable for any breach of this section by it or any of its employees, contractors, agents or professional advisors.
- c. The receiving Party may disclose Confidential Information only to those personnel and subcontractors participating in the performance of the Work who have a need to know such Confidential Information to perform the Work and who have been informed of and agree to observe the Confidential Information terms of this Contract.
- d. The Parties acknowledge that the Confidential Information is and remains at all times the property of the disclosing Party and no license or any other right respecting such Party's Confidential Information, other than as expressly set out in this Contract, is granted to the receiving Party under this Contract by implication or otherwise;
- e. Upon cancellation or termination of this Contract, each Party shall return to the disclosing Party all Confidential Information that the receiving Party has in its possession, except to the extent necessary to continue the operation and facilities associated with this Contract, and except to the extent required for record or archival purposes. The confidentiality and non-use covenants contained in this Contract shall survive for one (1) year after the cancellation or termination of this Contract.

f. The Supplier acknowledges and agrees that it will take all necessary steps to protect and maintain the required level of security and privacy over the personal information of the employees, consultants, business partners or customers of NTPC obtained in the performance of the Services. The Supplier shall at all times comply, and shall assist NTPC to comply, with all privacy laws as may be applicable to NTPC and its operations.

#### 29. Access to Information and Protection of Privacy

Supplier acknowledges that NTPC is subject to the *Access to Information and Protection of Privacy Act*, SNWT 1994, c 20, and that disclosure or release of information may be required under this legislation. NTPC may choose to make public or disclose this Contract, and associated records and information, in whole or in part. Supplier agrees that NTPC shall be entitled to do so and consents thereto (except only for any specific information identified by Supplier as confidential and for which Supplier establishes that disclosure is excluded under the Applicable Law)

#### 30. Publicity

The Supplier shall not use NTPC's name in any advertising, promotional material or publicity release relating in any way, directly or indirectly, to the Work or the results thereof, without the prior written consent of NTPC

#### 31. Non-Waiver

No waiver of any provision of this Contract shall be of any force unless such waiver is in writing, is expressly stated to be a waiver of a specified provision of this Contract, and is signed by the Party to be bound thereby. Either Party's waiver of any breach of, or failure to enforce, any of the covenants, conditions, or other provisions of this Contract, at any time, shall not in any way affect or limit that Party's right thereafter to enforce or compel strict compliance with every covenant, condition, or other provision hereof. The failure of NTPC to insist upon strict performance by the Supplier of any terms and conditions hereunder shall not be deemed a waiver of any rights or remedies that NTPC may have at law in respect thereof and shall not be deemed a waiver of any subsequent default by the Supplier.

#### 32. Notice

Any notice, consent, approval, determination or other communication ("Notice") to be given or sent to any Party pursuant to this Contract must be in writing and shall be deemed to have been validly given or received for the purposes of this Contract if delivered by hand or courier, or electronically (return receipt required) to the address or contact information for the recipient Party listed on the Master Contract. A Party may, at any time, change such Party's address for the purposes of service by Notice to the other Parties. Oral communication does not constitute Notice for purposes of this Contract, and telephone numbers for the Parties are listed as a matter of convenience only. Provided return receipt has been provided, any Notice given by way of electronic means shall be conclusively deemed to have been received on the date of its transmittal (if on a business day during normal business hours of the recipient and, if not, on the next business day). Notices delivered by hand or courier shall be conclusively deemed to have been received on the date of delivery.

#### 33. Time of the Essence

Time is of the essence of this Contract. Supplier shall notify NTPC at once if Supplier cannot fill an order for Goods or if shipment or performance is delayed for any cause whatsoever. If delivery of Goods or Services or both is not completed by the time set out therefor in this Contract or in any particular Purchase Order, NTPC, without liability and in addition to its other rights and remedies, may terminate this Contract or such Purchase Order by notice to

Supplier effective when received by Supplier as to Goods not yet shipped or Services not yet rendered and may purchase substitute Goods or Services or both and charge Supplier with all additional costs and losses.

#### 34. Severability

Should any section, subsection, term, or condition of this Contract be or become illegal or not enforceable, such section, subsection, term, or condition shall be considered separate and severable from this Contract.

#### 35. Survival of Provisions

The following provisions of these Standard Terms and Conditions shall survive the termination or expiration of this Contract and remain in full force and effect Sections 5(c), 11, 12, 15, 16, 17, 19, 22, 28 to 43.

#### 36. Amendments

This Contract or any part thereof (including a Purchase Order) may not be modified, supplemented, or amended except as otherwise herein provided or by mutual agreement expressed in writing and duly executed by the Parties to this Contract.

#### 37. Governing Law and Jurisdiction

This Contract and all amendments thereto shall be governed by and construed in accordance with the laws in force in the Northwest Territories, and the Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts in the Northwest Territories, and any appellate courts having jurisdiction therein.

#### 38. Assignment

The Supplier shall not assign this Contract, nor assign or subcontract any of its rights or obligations under this Contract, nor assign any monies to become due under this Contract, without the prior written consent of NTPC, and any assignment or subcontracting without the written consent of NTPC shall be null and void.

#### 39. Successors and Assigns

This Contract shall be binding upon and enure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

#### 40. Counterparts

This Contract may be executed in separate counterparts, each of which, when so executed, shall be deemed to be an original, and such counterparts shall constitute the one and the same instrument. The counterparts of this Contract and all ancillary documents may be executed and delivered by facsimile or other electronic signature by any of the Parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

#### 41. Prior Contracts

This Contract supersedes and replaces any and all prior representations proposals, negotiations, letters of understanding, agreements, contracts, or amendments thereto or any other communications, verbal or written between the Parties hereto relating to the subject matter of this Contract.

#### 42. Governing Terms

In the case of a conflict between the terms of the Master Contract and the terms of these Standard Terms and Conditions, the terms contained in the Master Contract shall prevail.

#### 43. Entire Agreement

This Contract sets forth the entire agreement between the Parties relating to the matters herein and supercedes any previous discussions, negotiations and agreements, whether written, oral or verbal relating to the matters herein.

### WHMIS REGULATIONS

When applicable, the supplier is to provide a copy of Material Safety Data Sheet with shipment.  
When applicable, the supplier will provide dangerous goods documentation to the carrier and marshalling agent.

One copy sent to:

Northwest Territories Power Corporation  
8 Aspen Road  
Attention: Manager Logistics  
Hay River, NT X0E 0R6  
(867) 874-5200  
[rgray@ntpc.com](mailto:rgray@ntpc.com)

**PART D**  
**HEALTH & SAFETY**

## 1 Purpose

To outline the minimum Health & Safety requirements for all Contractors conducting work on behalf of the Northwest Territories Power Corporation (NTPC).

## 2 Scope

The Contractor Safety Requirements are applicable to all contractors and sub-contractors conducting work on behalf of NTPC.

## 3 NTPC Health & Safety Management System

- 3.1 The NTPC Health & Safety Management System applies to all NTPC workers, contractors, and visitors. It does not limit or detract from the responsibilities contained within current legislation pertaining to workplace health & safety.
- 3.2 The objectives of the NTPC Health & Safety Management System are to:
- Describe the controls and procedures in place to reduce or eliminate accidents and to manage incidents.
  - Facilitate a positive working relationship between management and workers to reduce or eliminate accidents.
  - Consistently meet legislative requirements regarding health & safety management, performance, and reporting in accordance with the requirements of:
    - NWT Safety Act 1988
    - NWT Occupational Health & Safety Regulations 2015
    - Workers' Compensation Act 2007
    - Workers' Compensation General Regulations 2010

## 4 Health & Safety Directives

- 4.1 *Policy S-01, Health & Safety* was developed by NTPC in conjunction with the workers and states "NTPC is committed to preventing occupational illness and injury by meeting, if not exceeding, all regulations while providing a safe and healthy workplace for employees, contractors, and the general public. NTPC continuously strives to achieve excellence in safety performance and to be recognized as an industry leader in accident prevention. Our overall objective is to incur zero high risk safety incidents and zero lost time injuries."
- 4.2 The following principles are at the core of NTPC's Health & Safety Management System:
- All incidents are preventable.
  - Management is responsible for providing a safe and healthy workplace.
  - All employees are responsible for health & safety.
  - Employee involvement in health & safety is essential.

- Training to work safely is essential.
- Contractors must meet or exceed NTPC health & safety requirements.

## 5 Contractor Discipline Policy

### Policy Statement

- 5.1 This policy applies to all contract work performed for NTPC. Contractors shall conduct themselves in a safe and professional manner and shall adhere to all rules, regulations, policies, notices, and standards. NTPC project staff shall hold Contractors accountable for performing work safely. Unsafe work actions or behaviours and the violation of any rule, regulation, policy, notice, or standard will result in disciplinary measures, up to and including cancellation of the contract.

### Guidelines

- 5.2 It is the right and duty of NTPC project staff to identify violations and unsafe behaviours by Contractors and to take the appropriate disciplinary actions as per this policy to resolve an issue. NTPC may take whatever action it deems necessary to address the issue, up to and including the cancellation of a contract.
- 5.3 Progressive discipline of contractors shall generally apply to each individual contract and not be cumulative between contracts, provided the infractions are not at the corporate level and not being addressed at the corporate level (i.e., failure to adhere to contractor's own safety rules).
- 5.4 When a Contractor violates a rule, regulation, policy, notice, or standard or commits an unsafe act, NTPC shall document all relevant circumstances regarding the violation and the resulting disciplinary actions.

### Procedure

- 5.5 There are three levels of disciplinary action to be taken in the event of a violation or unsafe behaviour by a Contractor. The level at which the disciplinary process is entered is dependent on the seriousness of the violation. A formal, documented meeting between the Contractor and NTPC shall be conducted at all levels of disciplinary action.
- 5.6 **Level One: Work stoppage until issue is corrected**
- NTPC project staff shall contact the Contractor supervisor and request an immediate stoppage of work.
  - NTPC shall document all relevant circumstances regarding the violation and resulting disciplinary actions in a letter to the Contractor.
  - The Contractor shall submit a written letter to NTPC documenting how the violation will be resolved and how they will ensure the violation will not occur again.
  - Work shall resume once the issue has been corrected to the satisfaction of NTPC.
  - Expenses incurred during the work stoppage shall be the responsibility of the Contractor.
- 5.7 **Level Two: Work stoppage for a minimum of 48 hours**
- NTPC project staff shall contact the Contractor supervisor and request an immediate stoppage of work.



- NTPC shall document all relevant circumstances regarding the violation and resulting disciplinary actions in a letter to the Contractor.
- The Contractor shall submit a written letter to NTPC documenting how the violation will be resolved and how they will ensure the violation will not occur again.
- Work shall not resume until at least 48 hours has passed since the work stoppage and the issue has been corrected to the satisfaction of NTPC
- Expenses incurred during the work stoppage shall be the responsibility of the Contractor.

**5.8 Level Three: Contract cancellation**

- NTPC project staff shall contact the Contractor supervisor and request an immediate stoppage of work.
- NTPC shall document all relevant circumstances regarding the violation and resulting contract cancellation in a letter to the Contractor.
- The Contractor shall be suspended from conducting work for NTPC for a minimum of 1 year.
- All expenses incurred due to the cancellation of the contract shall be the responsibility of the Contractor.

**6 Contractor Legislative Requirements**

- 6.1 The Contractor shall identify, document, and comply with all health & safety laws and regulations, approvals, licenses, and permits applicable to the worksite and shall conduct its activities in a manner consistent with NTPC policies, standards, guidelines, procedures, and permits.
- 6.2 The Contractor shall keep accurate, current, and legible evidence to prove compliance with these health & safety requirements and at the request of NTPC produce documents and other evidence to prove such compliance.
- 6.3 The Contractor warrants that it is and its personnel are familiar with all health & safety legislative requirements applicable to all work undertaken in the Northwest Territories and shall comply with these requirements fully.
- 6.4 The governing key legislation includes:
- NWT Safety Act 1988
  - NWT Occupational Health & Safety Regulations 2015
  - Workers' Compensation Act 2007
  - Workers' Compensation General Regulations 2010

## 7 Contractor General Health & Safety Responsibilities

- 7.1 All contractors and subcontractors engaged to perform work on NTPC premises or projects are required, as part of their contract, to comply with the NTPC Health & Safety Management System and to observe directions on health & safety from NTPC.
- 7.2 Failure to comply or observe a direction is considered a breach of contract and is sufficient grounds for termination of the contract.
- 7.3 Contractors and subcontractors are responsible to:
- Comply with all applicable health & safety legislation.
  - Comply with all applicable NTPC Health & Safety Management System requirements.
  - Take all practicable precautions against the risk of loss of life, injury, and disease to their workers, NTPC workers, and any other persons about the project location.
  - Instruct their workers in the NTPC Health & Safety Management System requirements and the regulator requirements.
  - Assume responsibility for the coordination of their subcontractors' compliance with the requirements of the NTPC Health & Safety Management System and applicable health & safety legislation.
- 7.4 Where Contractors do not have in place their own Health & Safety Management System Elements applicable to the work activities being undertaken, they shall follow and comply with the applicable NTPC Health & Safety Management System Element.
- 7.5 Contractors engaged in long term projects shall complete *Form 14.02.5: Contractor Monthly Safety Performance* and submit it to the Project Manager. This report assists in tracking and reviewing contractor performance and in identifying areas requiring corrective action.

## 8 Principal Contractor

- 8.1 A Principal Contractor is the party, either NTPC or a contractor, who accepts overall responsibility for the safety of a project.
- 8.2 A contractor shall be designated as Principal Contractor only if they satisfy each of the following conditions:
- Demonstrates how their Safety Management System will address the additional responsibilities of Principal Contractor.
  - Prepares and implements a Project Safety Plan in accordance with the NTPC requirements.
  - Provides a clear delineation between the site and any other work areas.
  - Will control:
    - Access to the site.
    - Operation of equipment at the site.
    - Materials and substances used and/or stored at the site.
    - Workers at the site.

- 8.3 A contractor designated as Principal Contractor shall have full control of the worksite and NTPC shall treat the site as the Contractor's workplace.

## 9 Hazard Assessment and Control

- 9.1 The Contractor shall ensure a documented process is in place to identify hazards, reduce risk, and ensure effective measures of control are developed and implemented to create a safe and healthy work environment for all workers.
- 9.2 The Contractor shall ensure the resources, time, money, and technology are available to support their Hazard Assessment and Control program and training is provided to their workers in the Hazard Assessment and Control program.
- 9.3 Tailboard Meetings
- The Contractor shall ensure Tailboard Meetings are conducted to prevent workplace incidents by informing all workers of all possible hazards and risks associated with a job.
  - Tailboard Meetings can be led by any worker before the work begins but the supervisor of a work group must ensure that the meeting takes place and that it is documented.
  - Tailboard Meetings shall be conducted prior to any work beginning and again if the personnel, scope, or conditions of the work change.

## 10 Safe Work Practices

- 10.1 Safe Work Practices are guidelines for the safe performance of a task or activity. Safe Work Practices are typically incorporated into Safe Job Procedures.
- 10.2 Safe Work Practices support hazard assessment and control within NTPC workplaces and are based on industry best practice, manufacturer specifications, and legislation.
- 10.3 The Contractor shall develop and implement appropriate Safe Work Practices for each task or activity to allow for the correct and safe performance of the task.
- 10.4 The Contractor shall ensure training is provided to workers in the use and revision of Safe Job Procedures.

## 11 Safe Job Procedures

- 11.1 A Safe Job Procedure is a documented set of specific steps required to carry out a job safely and efficiently.
- 11.2 Safe Job Procedures support hazard assessment and control within NTPC workplaces and are based on industry best practice, manufacturer specifications, and legislation.
- 11.3 The Contractor shall develop and implement Safe Job Procedures for routine jobs to ensure the correct and safe performance of the jobs. Procedures shall be developed with worker input to ensure all hazards are addressed and controls recommended.



11.4 The Contractor shall ensure training is provided to workers in the use and revision of Safe Job Procedures.

## 12 Smoke Free Workplace

- 12.1 NTPC recognizes the health hazards associated with tobacco use in the workplace, both to smokers and non-smokers. NTPC does not permit the smoking of tobacco, in any form, by its workers, contractors, or the general public in NTPC workplaces.
- 12.2 The following rules apply to all NTPC workers and contractors and the general public while in a workplace, transient quarters, coffee room, or vehicle that is leased, rented, chartered, owned, or operated by NTPC:
- Smoking is prohibited within the enclosed worksite.
  - Smoking is prohibited within a three metre radius of exits or entrances to the enclosed worksite.
  - Workers in breach of these rules may be subject to disciplinary procedures and can be fined up to \$500 per offence by WSCC.
  - Smoking may be permitted in some locations, such as outdoors or in areas designated by NTPC.

## 13 Impairment

- 13.1 As per the NWT Occupational Health & Safety Regulations, “impaired” means in a deteriorated or weakened state of judgment and/or physical abilities as a result of fatigue, illness, alcohol, or drugs that causes a departure from the normal abilities required to safely complete a worker’s duties.
- 13.2 No worker shall enter or remain in a worksite if the worker is impaired. No employer shall permit a worker to enter or remain in a worksite if the worker is impaired. This applies to all NTPC workers and contractors while on NTPC business, worksites, property, or facilities and when in vehicles or equipment owned, leased, operated, or in any other manner in service to NTPC.
- 13.3 Contractors shall enforce these provisions with their employees, sub-contractors, and agents.
- 13.4 The Contractor shall develop, implement, and continually improve upon safe practices and procedures that will safeguard all workers and members of the public from alcohol and drug abuse.

## 14 Vehicle Driving

- 14.1 The Contractor shall ensure all workers who drive vehicles have and maintain a valid driver’s license, obey all traffic laws, and report any traffic infractions/tickets/accidents.
- 14.2 Workers shall not operate vehicles while under the influence of alcohol and/or drugs. This includes any prescription or non-prescription drugs that may impair a worker’s judgment while driving.

## 15 NTPC Life-Saving Rules

- 15.1 The NTPC Life-Saving Rules are safety rules that, if broken, could result in serious injury or death.
- 15.2 Adherence to the Life-Saving Rules helps keep us safe.
- 15.3 NTPC takes these rules very seriously. They shall be understood and adhered to at all times by all employees, contractors, and visitors at NTPC sites.
- 15.4 NTPC cannot tolerate critical to life safety violations. If these Life-Saving Rules are not followed, management shall investigate and take immediate and appropriate disciplinary action.
- 15.5 The 10 NTPC Life-Saving Rules are as follows:
- 1) **Work Protection:** For all work that requires work protection I will verify the isolation of hazardous energy, lock-out, and tag-out before work begins.
  - 2) **Isolated Equipment:** I will never interfere with or use equipment that has been locked and/or tagged out.
  - 3) **Electrical:** I will only work on electrical equipment that I am qualified and authorized to work on.
  - 4) **Fall Protection:** I will use fall protection when working at heights in excess of 3 m.
  - 5) **Drugs & Alcohol:** I will not work or drive while under the influence of alcohol or drugs.
  - 6) **Safe Driving:** While driving I will operate in a safe manner, follow speed limits and road rules, wear my seatbelt, and not use my phone.
  - 7) **Personal Protective Equipment (PPE):** I will wear the required PPE at all times.
  - 8) **Mobile Equipment:** I will not operate any mobile equipment unless I am trained and authorized.
  - 9) **Confined Spaces:** I will not enter a confined space unless I am qualified and authorized.
  - 10) **Incident Reporting:** I will report all incidents, including injuries and near-misses.

## 16 Personal Protective Equipment

- 16.1 The Contractor shall assess the workplace to identify hazards that necessitate the use of personal protective equipment (PPE). Suitable PPE shall then be identified.
- 16.2 All PPE shall be of safe design and construction for the work to be performed and shall be maintained in a sanitary and reliable condition.
- 16.3 Only those items of protective clothing and equipment that meet CSA/ANSI requirements shall be accepted for use.
- 16.4 All workers shall wear approved eye protection on all NTPC worksites and in all designated areas.
- 16.5 All workers shall wear approved hearing protection in all designated areas and whenever or wherever exposed to the hazard of noise in excess of the acceptable lower limit and time allowances in accordance with existing legislative requirements. Ear muffs used in electrical environments shall be of dielectric construction.
- 16.6 All workers shall wear CSA-approved protective footwear with steel toes and sole puncture protection (marked with a green or yellow triangular CSA label on the right boot) on all NTPC

worksites and wherever the possibility of injury to their feet exists. This includes:

- Any location where any project, construction, or maintenance work is being carried out.
- Any location where a worker is exposed to foot injury hazards.
- All areas posted as requiring safety footwear.
- All NTPC power plant facilities, with exception of offices/ staff accommodations.

- 16.7 All workers exposed to arc flash hazards wear CSA-approved footwear with sole electric shock resistance (marked with a white rectangular CSA label containing an orange omega symbol ( $\Omega$ ) on the right boot).
- 16.8 All workers operating chainsaws shall wear CSA-approved chainsaw protective footwear (marked with a white rectangular CSA label containing a green fir tree symbol on the right boot). The boots are designed to prevent a running chainsaw from cutting all the way through the boot uppers to protect the shins, ankles, feet, and toes.
- 16.9 All workers shall wear Class E, Type 2, CSA-approved industrial protective headwear on all NTPC worksites and wherever there is a potential hazard from falling, flying, or moving objects or from structures and equipment that can come into contact with the head of a worker as a result of the movement of the worker.
- 16.10 If there is a danger that a worker's hand may be injured, workers shall wear properly fitting hand protective equipment that is appropriate to the work, the worksite, and the hazards identified. Suitable gloves along with arm protection, as necessary, shall be worn when hazards from chemicals, paints, cuts, lacerations, abrasions, punctures, burns, electricity, prolonged exposure to water, irritation of the skin, biological incidences, and harmful temperature extremes are present.
- 16.11 All rubber gloves shall be manufactured, maintained, inspected, dielectrically tested, and used in accordance with the current applicable American Standards Testing of Material (ASTM) specifications and sized to fit the worker. Leather protective covers shall be used in conjunction with rubber gloves and shall never be used separately as a work glove. Leather protective covers shall be sized to meet the minimum cuff distance for each class as required by ASTM.
- 16.12 High-visibility Category 2 and Category 4 arc flash protective flame resistant (FR) clothing shall be worn when working within the arc flash boundary distance to minimize the risk from arc flash hazards.
- 16.13 Approved winter footwear traction devices (e.g., Yaktrax) shall be worn when working outside for extended periods of time in slippery winter conditions. Winter footwear traction devices shall not be worn where they will present a slipping hazard: Indoors, on metal grating (e.g., stairs, walkways), on smooth outdoor non-snow/ice surfaces (e.g., pavement, concrete, wood, metal).
- 16.14 All operators and passengers of watercraft shall wear approved personal flotation devices (PFD) or life jackets that are appropriately sized. Life buoys and PFDs shall be permanently stored adjacent to hydro site reservoirs, intakes, and tailraces. Workers shall wear PFDs and safety harnesses when working in the vicinity of intake structures, head gates, spillways, or tailraces.
- 16.15 A worker's skin shall be protected from a harmful substance that may injure the skin on contact or may adversely affect a worker's health if it is absorbed through the skin. Approved protective clothing or covers or any other safeguard that provides equivalent protection for the worker's skin is required and shall be supplied to protect against specific hazards associated with sparks, molten



metal, radiation, chemicals, heat, cold, etc. (e.g., water proof and heat-resistant clothing to be worn during clean-up procedures when working with hot water).

- 16.16 The Contractor shall provide respiratory protective equipment suitable to site-specific airborne hazards. Cleaning and maintenance shall be done as per manufacturer's specifications using either manufacturer approved wipes, sprays, or mild detergent and warm water with a good rinse and air dried out of direct sunlight or direct source of heat.
- 16.17 The Contractor shall provide Self-Contained Breathing Apparatus (SCBA) suitable to site-specific airborne hazards.
- 16.18 Fall protection equipment and all associated components shall meet the requirements of the *CSA Standard Z259* series of standards.
- 16.19 High-visibility clothing shall have highly reflective properties and/or a colour that is easily discernible from any background, as well as a pattern of retroreflective parts that helps to distinguish between objects and people.
- 16.20 High-visibility clothing shall be worn by all workers working around mobile equipment to assist operator awareness of worker presence in the area.
- 16.21 All workers shall be trained in the correct use, care, limitations, and maintenance of the PPE and periodic re-training shall be offered and coordinated as required.

## **17 Preventative Maintenance Program**

- 17.1 The Contractor shall maintain a Preventative Maintenance Program to ensure that all equipment is provided to workers in the safest condition possible.
- 17.2 The Contractor shall ensure:
  - Competent and/or qualified workers carry out all Preventative Maintenance and inspection work according to applicable standards, procedures, guidelines, and rules.
  - Preventative Maintenance is scheduled and that scheduled activities are conducted and documented.
  - Workers are provided with well-maintained tools, equipment, and special protective devices as may be required.
  - Workers are provided with safety education and training as required that pertains to and enhances the Preventative Maintenance program.
- 17.3 Personal gas monitors shall be bump tested by the user prior to each day's use. Gas monitors shall be shop tested at a licensed facility and shall be field calibrated each month following the annual shop testing or prior to initial use if in storage for more than 30 days.
- 17.4 Grounds shall be visually inspected prior to each use and stored in a clean, dry location when not in use. Grounds shall be field tested annually using the appropriate resistive test method. Grounds shall be fitted with a permanent identification tag with an assigned serial number.
- 17.5 Rubber or Fibre Insulated Protective Equipment & Tools shall comply with current applicable safety standard: ASTM F711-02 (dry tests), & IEEE978-1984 (wet tests). Rubber and blanket equipment shall be tested as per ASTM F696-06 Standard Specification for Leather Protectors for Rubber



Insulating Gloves and Mittens.

- 17.6 All rubber or fibre insulated protective equipment shall be thoroughly inspected for test date, corona cracks, and general condition prior to each use. All rubber or fibre insulated protective equipment shall be maintained in clean condition, carefully stored in the proper container (e.g., bag, tub, wooden box, line truck) and stowed in a clean, dry area that does not expose the equipment to excessive heat or sunlight.
- 17.7 Fire Protection devices and alarms shall comply with current applicable safety standard: CAN/ULC S536-04 & NFPA 72 for inspection & testing of communications devices for proprietary signalling.
- 17.8 Records of the Preventative Maintenance Program (PMP) shall be maintained.

## **18 Training**

- 18.1 The Contractor shall ensure that all workers are appropriately trained, licensed, qualified, skilled, and experienced to carry out the duties required of them in accordance with applicable legislation.
- 18.2 The Contractor shall ensure that workers are trained in all matters necessary to protect their health & safety at the worksite.
- 18.3 Workers performing tasks where specialized training and competencies are required shall carry their licence or certification with them at all times and shall be able to provide evidence of their competencies on the request of an NTPC representative.
- 18.4 Workers who do not possess the required competencies shall be prohibited from performing those tasks until such time as competencies are achieved and evidence of completion is provided.
- 18.5 The Contractor shall ensure that every worker receives an NTPC Safety Orientation prior to starting work on an NTPC worksite. Consultants conducting hands-off work at a worksite/office (e.g., administrative work, tours, photographs, observations) shall be accompanied at all times by a Qualified Worker and do not require an NTPC Safety Orientation; however shall follow local sign-in procedures. Principal Contractors do not require an NTPC Safety Orientation. Contractors are required to receive the Safety Orientation annually.
- 18.6 Prior to beginning work at an NTPC worksite (including the Hay River Head Office and the Hay River Warehouse) workers must receive a Site Orientation.
- 18.7 Documented training records shall be maintained by the Contractor.

## **19 Inspections**

- 19.1 A Pre-start Contractor Inspection shall be conducted by an NTPC Inspector prior to a contractor commencing work.
  - The NTPC Inspector shall conduct the inspection, identify corrective actions, and provide the form to the Contractor Representative.
  - The Contractor Representative shall sign and date the form indicating that it has been received and the corrective actions will be completed before work begins.



- Work shall not begin until all deficiencies are corrected.
- The Contractor Representative shall complete the corrective actions, enter the date of completion for each corrective action, and return the form to the NTPC Inspector.
- The NTPC Inspector shall verify that all corrective actions have been completed and shall sign and date the form indicating that work can now begin.
- The NTPC Inspector shall then provide permission for the contractor to begin work.

19.2 The Contractor shall ensure their workplaces are inspected regularly for hazards and unsafe conditions and that these are identified, recorded, and resolved.

19.3 Contractors shall participate in NTPC Worksite Visits which are conducted to determine how well work is meeting NTPC safety practices and procedures. Worksite Visits are conducted by NTPC supervisors (e.g., management, lead hands, Plant Superintendents/Operators) and include a review and assessment of the following elements:

- Completed Project Safety Plans and Tailboard Meeting forms.
- Work methods and procedures.
- Major hazards and use of effective controls.
- Use of personal protective equipment.
- Traffic.
- Emergency preparedness.
- Incident reporting and investigation

## 20 Incident Reporting and Investigation

20.1 The Contractor shall maintain an Incident Reporting and Investigation program which includes training their workers on the Incident Reporting and Investigation program.

20.2 The Contractor shall:

- Encourage and support workers in the reporting of incidents.
- Ensure safety measures are taken following an incident to prevent further injury or damage from occurring.
- Make the necessary arrangements to resolve concerns in a timely manner.
- Conduct investigations immediately following an incident.
- Assign accountability to implement recommendations and provide required resources.
- Ensure all recommendations are implemented as soon as practicable through periodic follow up.

20.3 When an incident occurs (either a near miss or an accident) the Contractor shall immediately notify the NTPC Project Manager.

20.4 The Contractor shall submit a completed incident report to the NTPC Project Manager as soon as practicable after the incident and no more than 24 hours after the incident.

20.5 For injuries that require medical treatment, the Contractor shall ensure the injured worker completes a Worker's Safety and Compensation Commission (WSCC) Worker's Report of Injury form and

submit it to WSCC and the NTPC Project Manager as soon as possible after the incident.

- 20.6 The Contractor shall report accidents of a serious nature and fatalities to the WSCC Chief Safety Officer within 24 hours of the incident occurring.
- 20.7 The Contractor shall ensure incident investigations are conducted to identify the root, direct, and indirect causes of incidents so that controls can be put in place to prevent future incidents.
- 20.8 Investigations shall be conducted and completed as soon as practicable following an incident.

## 21 Emergency Preparedness

- 21.1 The Contractor shall prepare and maintain a site-specific emergency response plan that includes:
  - Event-specific and site-specific response procedures.
  - Available contingencies.
  - Equipment required for response.
  - Agreements made with third parties for external resources.
  - Training requirements.
  - A plan, procedure, and schedule for testing the emergency response plan.
- 21.2 The Contractor shall provide first aid services and equipment at all worksites in accordance with the requirements of the NWT Occupational Health & Safety Regulations.
- 21.3 The Contractor shall ensure that first aid services and equipment are readily accessible and available to workers during working hours and that first aid supplies and equipment are kept clean and dry at all times.
- 21.4 First aid kits shall be stored in weather proof containers and shall contain, at a minimum, the equipment and supplies set out in Schedule F of the NWT Occupational Health & Safety Regulations.

## 22 Workplace Hazardous Materials Information System (WHMIS)

- 22.1 The Contractor shall ensure that all workers who work with and around hazardous materials are trained in accordance with federal WHMIS legislation.
- 22.2 The Contractor shall ensure:
  - WHMIS information is available to all workers.
  - All controlled products entering the workplace are accompanied by proper labels and MSDS.
  - All workers are trained in the WHMIS program.
  - One worker is assigned to coordinate and maintain the MSDS binder.
  - Workers are provided with and wear the appropriate PPE for the hazardous products they work with.

## 23 Return to Work Program

- 23.1 A Return to Work Program is a process to help injured workers return to safe, productive, and suitable employment as soon as medically possible. This is beneficial to both the injured worker and the employer.
- 23.2 An employer may grant restricted work (i.e., modified duties) to an injured worker during the recovery period, based on a health care professional's assessment, in order to return the worker to their pre-injury employment duties.
- 23.3 The Contractor shall endeavor to return injured workers to safe, meaningful work as soon as practicable following a workplace injury.

## 24 Discrimination, Harassment and Violence

- 24.1 The Northwest Territories Power Corporation (NTPC) recognizes the human dignity of all workers and values relationships based on mutual respect, trust, and fairness. The Contractor shall maintain a Discrimination, Harassment, and Violence program to uphold these values and to prohibit and eliminate all discriminatory, offensive, and threatening behaviour in the workplace.
- 24.2 The Contractor shall:
- Ensure the development, implementation, and use of the Discrimination, Harassment, and Violence program based on legislation and industry best practice.
  - Ensure workers receive training in the Discrimination, Harassment, and Violence program.
  - Reinforce the principles of respect and dignity in the workplace.
  - Encourage workers to report situations regarding Discrimination, Harassment, and Violence.
  - Take corrective action and use performance management to ensure compliance with the Discrimination, Harassment, and Violence program.

## 25 Equipment

- 25.1 The Contractor shall maintain an Equipment program based on legislation, manufacturer recommendations, and industry best practice and ensure:
- Competent and/or qualified workers carry out all Equipment risk assessments and inspection work according to applicable standards, procedures, guidelines, and rules.
  - Workers are provided with well-maintained tools, equipment, and special protective devices as may be required.
  - Corrective action is taken to ensure compliance with standards, procedures, guidelines, rules, and practices.
- 25.2 All equipment shall be maintained, serviced, and cleaned according to the manufacturer's specifications.
- 25.3 Equipment shall be isolated before maintenance, service, or cleaning commences. Where

equipment is isolated and any total or partial shutdown results the situation shall be managed to prevent the creation of hazardous situations.

- 25.4 Where equipment cannot be isolated, alternate means of preventing accidental operation shall be implemented and work conducted under controlled procedures (i.e., Work Protection Code).
- 25.5 Before any repairs are undertaken on equipment, personnel shall ensure the equipment is isolated and in a safe condition for the work to commence. Repairs shall be undertaken by a competent worker only and shall be carried out:
- According to the manufacturer's instructions and documented procedures.
  - In accordance with relevant standards.
- 25.6 Workers shall report all faults and the malfunction of any equipment. If equipment malfunctions it shall be stopped and inspected by a competent worker. Any faults that pose a potential safety hazard shall be rectified before the equipment is operated again.
- 25.7 All equipment shall be regularly inspected to ensure the equipment conforms to the requirements of function and safety. Inspection programs for equipment shall be consistent with manufacturers' and legislative requirements.
- 25.8 Where required, the operator of equipment shall perform daily and pre-start equipment checks in accordance with the manufacturer's instructions and the results of inspections shall be recorded in the appropriate logbook, register, or form.
- 25.9 Workers who are likely to be exposed to equipment hazards and anyone supervising these workers shall be trained and provided with information and instruction on:
- The nature of the hazards and risks associated with the equipment and systems of work.
  - The need for, and correct use and maintenance of, control measures.
  - The operation of equipment and the procedures for safe use of the equipment.
  - The use, fit, testing, maintenance, and storage of any personal protective equipment required.
  - Emergency procedures in case of an equipment malfunction or other incident.
  - The location of information relating to the safe use of the equipment.

## 26 Confined Spaces

- 26.1 Where applicable the Contractor shall maintain a Confined Spaces program based on legislation, manufacturer recommendations, and industry best practice that shall ensure:
- Workers receive training in the Confined Spaces program.
  - Workers who may be required to enter or work in a confined space are suitably trained and qualified.
  - A process is in place to clearly identify and assess all confined spaces.
  - A process is in place for the issuance of Confined Space Entry Plans.
  - Tests or measurements are taken to determine the presence of contaminants or oxygen deficiencies.
  - A suitable means of purging and ventilating of unsafe atmospheres is available.

- Suitable precautions are in place where a safe atmosphere is not possible.

## 27 Hearing Protection

- 27.1 The Contractor shall maintain a hearing protection program for all workers who may be exposed to high noise levels which shall ensure:
- Noise levels of all work areas and equipment are measured and noise levels that regularly exceed 80 dBA are posted with appropriate signage.
  - Appropriate hearing protection is provided for workers where it is not reasonably practicable to implement engineered sound control measures, or where sound control measures implemented do not reduce the worker's noise exposure.
  - All reasonably practicable steps are taken to reduce noise levels in the workplace and to isolate workers from exposure to loud noise.
  - Arrangements are made for noise-exposed workers to have appropriate audiometric testing.
  - Appropriate training is provided to noise-exposed workers on the harmful effects of exposure to loud noise.
  - Noise monitoring records are retained.

## 28 Fall Protection

- 28.1 The Contractor shall maintain a Fall Protection program based on legislation and industry best practice which shall ensure:
- Competent and/or qualified workers carry out all fall protection work according to applicable standards, procedures, guidelines, and rules.
  - Workers are provided with well-maintained fall protection equipment.
  - Workers receive training in the use, care, and maintenance of Fall Protection equipment.
  - Regular inspection of workers' Fall Protection equipment and practices.
- 28.2 Where a worker may fall 3 m or more or where workers are not protected by a guardrail or similar barrier a fall protection system shall be used. A written fall protection plan shall be developed and shall describe the:
- Fall hazards at the worksite.
  - Fall protection system to be used at the worksite.
  - Procedures used to assemble, maintain, inspect, use, and disassemble the fall protection system.
  - Rescue procedures to be used if a worker falls or is suspended by a personal fall arrest system.
- 28.3 Fall protection equipment shall comply with the Canadian Standards Association Fall Protection Z259 Series of Standards and existing government legislation.
- 28.4 Workers who may be required to use fall protection equipment shall be trained in the inspection and use of fall protection equipment and in the application limits, proper anchoring, and tie-off

techniques. Training shall include determination of elongation and deceleration distance, methods of use, inspection, cleaning, and storage of the system components. Workers who may be required to use fall protection equipment shall become familiar with manufacturer's recommendations, reduction in strength caused by certain tie-offs, and maximum permitted free fall distances.

## 29 Ladders

- 29.1 The Contractor shall ensure Ladders are used only where there is no other reasonably practicable alternative, such as scaffolding or an elevating work platform.
- 29.2 Before using a ladder, workers shall:
- Conduct a Job Safety Analysis or Tailboard Meeting.
  - Install a barricade or warning signs if there is a hazard to persons in proximity of the work area.
  - Ensure that the ladder has an angle or pitch of about 1:4.
  - Ensure that the ladder extends at least one metre above the landing.
  - Ensure that the ladder is installed on a firm footing.
  - Secure the top and bottom of the ladder against displacement.
  - Ensure that a non-conductive, insulated ladder is used for electrical work or near electrical hazards.
  - Ensure that the ladder is used in a manner that will not endanger any person.
- 29.3 When working on a ladder:
- Only one person shall be on a ladder at any one time.
  - When ascending or descending a ladder workers shall maintain three points of contact (e.g., two feet and one hand or two hands and one foot must be in contact with the ladder at all times).
- 29.4 Ladders shall be checked frequently and periodically serviced by a competent worker (someone who is qualified either through experience, training or both).

## 30 Working on Roofs

- 30.1 Working on roofs, either pitched or flat, involves several hazards in addition to those related to working at heights. Hazards resulting from adverse weather conditions shall be anticipated by the Contractor and appropriate precautions taken. Considerations relating to weather conditions include:
- Conditions of the surface (e.g., wet, dry, dusty, oily, icy).
  - Wind speed: sheet material, particularly roofing, is difficult to handle safely and secure during windy conditions.
  - Glare: care should be taken to protect eyes on both sunny and overcast days. Glare can cause vision impairment and obscure hazards.
  - Cold or hot weather: extreme heat or cold can distract workers at heights. Lengthy unprotected exposure can lead to hypothermia, hyperthermia, or heat stress.

- Electrical storms: work shall not be undertaken on roofs and in the open during thunder storms.

### **31 Working over Water**

- 31.1 Working over or near water involves several hazards in addition to those related to working at heights. The hazards associated with working over or near water include:
- Falling into the water and drowning.
  - Being swept away by fast moving water causing injuring or drowning.
  - Falling into the water with electrical equipment and suffering electric shock.
  - Falling into cold water in cold conditions and suffering hypothermia.
- 31.2 As the first line of defence against these hazards, the Contractor shall ensure appropriate controls are to be used to prevent people from falling into the water. Adequate water rescue capability shall be available as a second line of defence.

### **32 Working on Poles**

- 32.1 The Contractor shall ensure all poles are carefully inspected before climbing to ensure poles are in safe condition for the work to be performed.
- 32.2 Workers shall not climb or work aloft above 3 m on poles without first being secured through the use of suitable fall protection equipment which shall include Pole Straps and/or safety harnesses.
- 32.3 Pole straps:
- Shall not be used if there is the possibility of a free fall.
  - May be used with a lineworker's body belt or a harness with suitable attachment points.
  - With energy absorbers shall not be used.
- 32.4 A pole strap for use with a safety harness shall be of a type where the pole strap is secured to the safety harness by a snap hook at each end.

### **33 Working Alone**

- 33.1 Where workers are required to work in isolated or lone situations, including remote travel, the Contractor shall ensure:
- Risk assessments are carried out to identify situations where workers are required to work in isolation or in remote areas.
  - Development and implementation of procedures to ensure the safety of workers in remote or isolated situations.
  - The use of necessary functional equipment for isolated and remote work/travel.
  - Training is provided for all workers required to work in isolated or remote situations.
- 33.2 Transmission & Distribution workers shall adhere to the following:



- No Worker shall work, or be permitted to work, alone on any electrical apparatus energized at more than 750 V phase-to-phase where the worker may be exposed to an electrical current, except for the purpose of replacing fuses and operating switches using approved tools and protective equipment.
- In accordance with the preceding, when a second worker is required, that worker shall be suitably equipped and qualified to effect a rescue.

### 34 Ergonomics and Manual Handling

- 34.1 The Contractor shall establish and maintain an Ergonomics and Manual Handling program to prevent musculoskeletal injuries based on legislation and industry best practice.
- 34.2 The Contractor shall ensure:
- Where reasonably practicable, that suitable equipment is provided and used for the handling of heavy or awkward loads.
  - Hazard identification for manual handling activities is conducted.
  - Risk assessments of hazard associated with manual handling activities are conducted.
  - Training in the Ergonomics and Manual Handling program is provided to workers.

### 35 Respiratory Protection

- 35.1 The Contractor shall:
- Communicate respiratory protective equipment (RPE) requirements to all workers.
  - Determine which workers require RPE, training, and fit testing.
  - Ensure workers receive training in the use, care, maintenance, and limitations of RPE.
  - Ensure workers are provided with the required RPE that properly fits each worker.
  - Ensure RPE is cleaned, sanitized, inspected, maintained, repaired, and stored in accordance with legislation and manufacturer's specifications.
  - Ensure workers adhere to facial hair standards.
  - Ensure workers do not have any object or material in place that would interfere with the seal or operation of the respirator.
  - Ensure the proper use of RPE.
- 35.2 Respiratory Protective Equipment (RPE) shall be used wherever a worker is likely to be exposed to dust, fumes, gas, mist, aerosol, vapour, or any airborne contaminant that may be present in amounts that are harmful or offensive to the worker.
- 35.3 RPE shall be suitable to site-specific airborne hazards and shall meet *CSA Standard Z94.4: Selection, Use and Care of Respirators*.
- 35.4 Respirator fit testing shall be conducted to ensure a worker's respirator seals properly to the face prior to the worker using the Respiratory Protective Equipment in a hazardous environment. Workers required to wear respirators shall be fit tested to ensure the respirator they will wear will





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provide the required protection. Respirator fit testing shall be performed annually along with training in the use, care, maintenance, and limitations of the RPE.

- 35.5 Air used in a Self-Contained Breathing Apparatus (SCBA) or an airline respirator shall be of a quality that meets the requirements of Table 1 of *CSA Standard Z180.1: Compressed Breathing Air and Systems* and shall not contain a substance in a concentration that exceeds 10% of its occupational exposure limit.
- 35.6 The Contractor shall ensure records are maintained of Respiratory Protective Equipment (RPE) inventory, control, inspection, service, and maintenance.

### 36 Contractor Agreement

Contractor name:

Address:

Phone:

Email:

**Declaration: “I have received, reviewed, and understood the NTPC Contractor Safety Requirements, which I agree to follow and comply with.”**

Authorized representative:

Date:

Signature:

## 1 Purpose

A respiratory communicable disease is an illness caused by an infectious agent that can be transmitted in a workplace from one person to another. Examples of communicable diseases that may circulate in a workplace include COVID-19, norovirus and the seasonal influenza.

This Communicable Disease Exposure Control Plan includes ongoing measures to reduce the risk of communicable disease transmission in the workplace and additional measures as per the direction of a Health Authority or when there is an elevated risk of communicable disease.

## 2 Definitions

### Close Contact

Includes:

- Direct physical contact with someone; or
- Interaction within two metres of someone for a cumulative total of 10 minutes or more.

### Cohorts (i.e., Work Bubbles)

Work groups organized to:

- Include the least number of people required to do the work safely; and
- Be separated from other work bubbles as much as possible.

### Mask

A non-medical mask worn over the mouth and nose to reduce the number of respiratory droplets that enter the environment from the wearer's nose and mouth.

### Physical Distancing

Maintaining a minimum of 2 m from others.

### Respirator

A mask worn over the mouth and nose or the entire face to prevent the inhalation of dust, smoke, or other noxious substances.

## 3 Ongoing Infection Control Measures

The following measures shall be used to prevent transmission of communicable disease at the workplace:

a. Proper Hygiene Practices

- o Hand hygiene
  - Regularly wash hands thoroughly with soap and warm water or use alcohol-based hand sanitizer.
  - Hand hygiene facilities and/or products must be available at all worksites.

- Hand hygiene posters should be displayed at the workplace to remind workers to wash their hands regularly.
- o Proper coughing/sneezing etiquette
  - Turn away from others when coughing or sneezing.
  - Cover a cough or sneeze with the crook of the elbow or a tissue.
- o Avoid touching the face
  - Avoid touching the face (i.e., eyes, nose and mouth) with unwashed hands.
- o Proper disposal of contaminated materials (e.g., used tissues)
  - Throw contaminated materials into the garbage immediately (a regular garbage is fine).
  - When emptying the garbage, take care to not touch its contents.
  - Lining the garbage with a plastic bag makes waste disposal easier and safer.
- o Do not share used dishes, cups, cutlery, utensils, or other personal hygiene items.

b. Cleaning Surfaces

- o Routinely clean all high-touch surfaces such as:
  - Countertops and tabletops.
  - Doorknobs and door handles.
  - Railings.
  - Taps and toilets.
  - Phones.
  - Keyboards and mice.
  - Tablets.
  - Light switches.
  - Vehicle steering wheels, gearshift levers, signal levers, radios, stereos, seatbelts, door handles.
- o Use an effective cleaning product:
  - Soap and water.
  - Alcohol solutions (minimum 60%).
  - Hard-surface disinfectants (e.g., Clorox, Lysol, Spray Nine).
  - Diluted household bleach solutions (1-part bleach to 9-parts water).

c. Immunization

Vaccines help your immune system recognize and fight communicable diseases. Vaccines can be the best defence against illness caused by communicable disease. The Northwest Territories Power Corporation (NTPC) encourages and supports

workers in receiving communicable disease vaccines and booster shots, as required per the recommendation of Health & Social Services.

d. Masks

Workers can wear non-medical masks whenever the worker wishes to do so. NTPC will continue to provide non-medical masks:

- Masks should fit snugly but comfortably against the sides of the face and allow for comfortable breathing without restriction.
- Masks shall not be worn if they pose a risk to the wearer (e.g., rotating equipment, breathing restrictions, etc.).
- Disposable mask shall be immediately disposed of after removal in a domestic garbage can.
- Reusable mask shall be placed in a plastic or paper bag immediately after removal to avoid contaminating other surfaces and laundered after each use.

e. Workstations

- It is recommended that workstations be arranged a minimum of 2 m apart unless partitions separate the workstations.

f. Building Ventilation

- Adequate ventilation reduces the risk of respiratory communicable disease transmission in densely populated work areas (e.g., office spaces). Care shall be taken to maintain ventilation systems according to OH&S Regulations.

## 4 At-risk Activities

Certain work activities involve an increased risk of transmission and/or severe outcomes of communicable diseases. The following activities have been identified as part of a risk assessment as high-risk activities before controls are in place:

- Food service at Hydro Sites
- Cleaning/housekeeping at Hydro Sites
- Close contact work (i.e., within 2 m distance of another person for 10 minutes or more) with individuals who are at more risk of severe outcomes (e.g., underlying medical conditions or chronic diseases, immunocompromised, etc.).

At-risk activities require additional infection control measures to reduce the risk to as low as reasonably practicable.

## 5 Current Additional Infection Control Measures

The level of risk of certain communicable diseases, including COVID-19, may increase from time to time or on a seasonal basis. The Northwest Territories Power Corporation (NTPC) will monitor and review communicable disease-related information released by the Office of the Chief Public Health Officer (OCPHO) and/or Health and Social Services (HSS).

Additional measures shall be implemented when advised or directed by the OCPHO and/or HSS, or the risk of communicable disease increases.

Current additional infection control measures include:

### a. Monitoring for Symptoms

- All workers shall monitor for communicable respiratory disease symptoms. Common communicable disease symptoms include:
  - Fever
  - Chills
  - Fatigue
  - Muscles aches
  - Coughing
  - Diarrhea
- All Workers who experience respiratory communicable disease symptoms should stay home from work until symptoms subside.
  - If a worker experiencing respiratory communicable disease symptoms must enter the work place the worker shall wear a mask in all common areas and maintain physical distancing at all times.
  - Work from home may be considered on a case-by-case basis subject to operational requirements.

### b. Respirators

NTPC provides and strongly encourages the use of disposable (e.g., KN95, N95) or reusable respirators (e.g., half-mask P100) for individuals who are at more risk of severe outcomes from communicable disease. Respirators are an important tool workers can utilize to protect themselves from communicable disease when conducting close contact work (i.e., within 2 m of another person for more than 10 cumulative minutes).

### c. Flights

In accordance with Transport Canada Regulations workers are required to wear a removable non-medical mask or face covering large enough to cover their mouth and nose during their travel through Canadian airports and in-flight.

d. COVID-19 Rapid Antigen Testing

- All workers travelling to a hydro site or to a community with testing requirements must conduct a self-swab rapid antigen test, as per COVID-19 Rapid Testing Procedure and receive a negative result before departure:
- Workers who test positive shall:
  - Not travel to the hydro site or community with testing requirements.
  - Stay home from work for 5 days with a negative test result on day 6.
  - If test is positive do not return to work until day 7.

e. Cleaning at Hydro Site Camps

- Common areas, bedrooms, dining rooms and washrooms will be cleaned and disinfected at least once per day with a focus on high touched surfaces.
- Cleaning staff shall wear gloves and masks while conducting cleaning and laundry activities.

f. Food Services at Hydro Sites

- A maximum of 4 workers are allowed in the kitchen at one time
  - Signs shall be posted indicating the maximum number of workers allowed in the kitchen
- Workers will maintain physical distancing while eating meals.

g. Meetings at Hydro Sites

- Coordination meetings shall be held in areas that allow for physical distancing.

h. Staff Accommodations

- Sleeping arrangements should be made such that only one person is assigned to each room

i. Business-related Gatherings

- Where practicable minimize in-person interactions with technology (e.g., online meetings or training).
  - As noted above at-risk individuals are encouraged to wear respirators during business-related gatherings (e.g., in person meetings, in class training, breakrooms, etc.)

j. Cohorts (i.e., Work Bubbles)

Efforts should be made to cohort (i.e. consistently group workers) who are required to work or occupy vehicles together. This will limit their exposure to other workers.



## 6 Training on Communicable Disease Exposure Control Plan

All workers shall review this plan, at a minimum, annually during Group Health and Safety Meetings, or more frequently as required (e.g., when the plan is updated). Updates to the plan will be communicated to all workers.

| Development                         |   |                |
|-------------------------------------|---|----------------|
| Name                                | Position                                      | Date           |
| Prepared by: J. Clark               | HSE Policy Coordinator                        | March 25, 2022 |
| Reviewed by: Senior Leadership Team | NA  | March 30, 2022 |
| Approved by: D. Dewar               | Acting, Director Health, Safety & Environment | March 31, 2022 |

| Revision History |                  |                          |                             |                              |            |
|------------------|------------------|--------------------------|-----------------------------|------------------------------|------------|
| #                | Revised Sections | Description of Revisions | Revised by (name, position) | Approved by (name, position) | Issue Date |
| 01               |                  |                          |                             |                              |            |
| 02               |                  |                          |                             |                              |            |
| 03               |                  |                          |                             |                              |            |
| 04               |                  |                          |                             |                              |            |
| 05               |                  |                          |                             |                              |            |

**PART E**  
**ENVIRONMENTAL PROTECTION**



## **ENVIRONMENTAL PROTECTION**

### **ARTICLE 1 – LEGISLATIVE REQUIREMENTS**

The Contractor shall identify, document, and comply with all environmental laws and regulations, approvals, licenses, and permits applicable to the work site and shall conduct its activities in a manner consistent with NTPC policies, standards, guidelines, procedures, and permits.

The Contractor shall keep accurate, current, and legible evidence to prove compliance with these environmental requirements and at the request of NTPC produce documents and other evidence to prove such compliance. If the proposed works will be carried out under, or impact, a water licence and/or land use permit that exists for the facility the Contractor and its personnel, including subcontractors, shall be familiar with these documents, have copies of them, and abide by all regulations and terms of reference within these documents.

The Contractor warrants that it is and its personnel, including subcontractors, are familiar with all environmental legislative requirements applicable to all work undertaken in the Northwest Territories and shall comply with these requirements fully.

The governing key legislation includes:

- Environmental Protection Act
- Species at Risk (NWT) Act
- Northwest Territories Waters Act and Regulations
- Arctic Waters Pollution Prevention Act
- Mackenzie Valley Resource Management Act

### **ARTICLE 2 – DAMAGE TO THE ENVIRONMENT**

The Contractor shall take all practicable precautions to avoid unnecessary disturbance or damage to the environment and shall correct to the satisfaction of NTPC and all applicable legislation and regulations any condition which has resulted from its operations or which could result in unnecessary damage or disturbance to the environment. If all practicable precautions are not taken and environmental damage does take place and/or if environmental legislation and regulations are not met the Contractor will be held responsible.

In order to protect the environment including the soil, forest, vegetation, wildlife and fish, the Contractor shall conduct all its operations in an efficient manner, using the best land management and conservation practices, and shall:

- Minimize all forms of pollution;
- Prevent the fouling of the ocean, rivers, streams, creeks, and waterways, lakes, swamps, ponds and other watercourses; and
- Minimize soil erosion and preserve ground stability, including restoration to a satisfactory condition of any disturbance or damage to property.

### **ARTICLE 3 – SPILL RESPONSE**

The Contractor shall ensure that suitable spill response material is accessible during the project and that all spills of hazardous material are properly managed, cleaned up, and reported to both NTPC and the NWT 24-hour Spill Report Line as per legislation.

### **ARTICLE 4 – WASTE DISPOSAL**

All non-hazardous and hazardous waste shall be disposed of according to legislation and any guidelines or regulations within a land use permit. A disposal plan shall be submitted to NTPC prior to the removal of any hazardous material.

### **ARTICLE 5 – PREVENTION OF WATER POLLUTION**

The Contractor's construction activities shall be performed in a manner such as to prevent solid matter, silt, contaminants, debris, and other objectionable pollutants and wastes from entering rivers, streams, flowing or dry watercourses, lakes, and underground water sources. The Contractor's construction activities shall meet all applicable regulations in the Northwest Territories Waters Act and any water licence or land use permit that exists for the facility in question. Such pollutants and wastes include, but are not limited to, refuse, garbage, cement, concrete, sewage effluent, industrial waste, oil, and other petroleum products and mineral salts.

Where necessary the Contractor shall construct intercepting ditches, sumps, bypass channels, barriers, settling ponds, or other means to prevent muddy water and eroded materials from entering rivers, streams, or watercourses or damaging permanent installations. Excavated materials shall not be deposited or stored in or alongside of watercourses where they could be washed away by high water, storm, or normal surface runoff.

Groundwater and/or surface runoff in excavations or other work areas shall not be discharged directly into rivers, lakes, streams, watercourses, or other surface drainage features. The Contractor shall use turbidity control methods such as settling ponds, filter fabric barriers, gravel filter entrapment dykes, acceptable flocculating processes that are not harmful to fish, recirculation systems, or other methods meeting the approval of NTPC. Any wastewater discharged into surface water shall be essentially free of material in suspension.

The appropriate regulatory body, or water licence, shall be consulted to ascertain the level of suspended material allowed in any discharge and to obtain an appropriate discharge permit.

Vehicles and equipment shall not be serviced in such proximity to any stream, river, lake, swamp or other watercourse that any contaminant from such servicing could enter the watercourse.