



Change Order #2: C00059475

THIS AGREEMENT is made at Whitehorse, Yukon

BETWEEN

GOVERNMENT OF YUKON, as represented by the Executive Council Member responsible for the Department of Highways and Public Works (the "Owner")

AND

ROHL GLOBAL NETWORKS INC., a corporation registered in Manitoba under *The Corporations Act*, C.C.S.M. c.C225, and inter-provincially/territorially registered in Alberta and Yukon (the "Contractor")

being collectively the parties (the "Parties") to this agreement (the "Change Order")

WHEREAS:

- A. The Parties have entered into the **Construction of Dempster Fibre Line** (the "Contract") effective on **May 7, 2021**.
- B. Based on the terms and conditions set out below, the Parties have agreed to amend the terms and conditions of the Contract.

IN CONSIDERATION of the mutual promises contained in this Change Order, the Parties agree as follows:

1. **ADD** the following Line Items to Unit Price Table: Unit Price Items under the Articles of Agreement: Unit Price Table of the Contract:

Line Item	Description	Unit of Measure	Estimated Total Quantity	Unit Price (per single Unit item)	Estimated Price (based on Estimated Quantities)
22*	Conventional Bury with Pre-Rip	Metre	*	77(1)(a), 77(1)(c)	*
23*	Rock Trenching	Metre	*		*

24*	Additional Armoured Cable	Metre	*	77(1)(a), 77(1)(c)	*
25*	Poles Drilled in Rock	Each	*		*

*GC 22.0 – Quantity Variations in its entirety shall NOT apply to Line Items 22 to 25, including the Unit Prices for Line Items 22 to 25. The Unit Prices for Line Items 22 to 25 are fixed regardless of whether the actual quantities for such items are below or over the estimated quantities expected by either Party. For greater certainty, there shall be no entitlement nor additional payment or compensation to the Contractor or adjustment to the Unit Price for Line Items 22 to 25 for any variances in quantities, whether such variances are material, substantial or otherwise. Payment for Line Items 22 to 25 shall not cause an increase to the total Contract Price, without the prior written consent of the Owner and the issuance of a Change Order in accordance with the terms of the Contract.

2. INCREASE the following from C00059475, Unit Price Contract, Articles of Agreement, Unit Price Table: Lump Sum Items.

Original Unit Price Table: Lump Sum items

Line Item	Description	Unit of Measure	Total Quantity	Lump Sum Price
2	General: Brushing and Clearing	Lump Sum	1	77(1)(a), 77(1)(c)

Increased By: \$1,700,000

Revised Line Item

Line Item	Description	Unit of Measure	Total Quantity	Lump Sum Price
2	General: Brushing and Clearing	Lump Sum	1	77(1)(a), 77(1)(c)

3. INCREASE the Contract Price from C00059475.

The Contract Price is increased by: \$1,700,000.00

Original contract amount: \$66,578,777.99

Total increases: \$1,700,000.00

Revised Contract Price: \$68,278,777.99

- 4. INCREASE** the following from C00059475, Unit Price Contract, Schedule A: First Nation and Indigenous Participation Plan, Table A-4: Commitment of Subcontracting Dollars.

Original Amounts

Table A4: Commitment of Subcontracting Dollars	
First Nation or Indigenous Group	Amount
Vuntut Gwitchin First Nation	77(1)(a), 77(1)(c)
Tr'ondëk Hwëch'in	
First Nation of Na-Cho Nyäk Dun	
Other Yukon First Nations	
Gwich'in Businesses	
Total:	

Increased By

First Nation or Indigenous Group	Amount
Vuntut Gwitchin First Nation	77(1)(a), 77(1)(c)
Tr'ondëk Hwëch'in	
First Nation of Na-Cho Nyäk Dun	
Other Yukon First Nations	
Gwich'in Businesses	
Total:	\$1,700,000.00

Revised Amounts

First Nation or Indigenous Group	Amount
Vuntut Gwitchin First Nation	77(1)(a), 77(1)(c)
Tr'ondëk Hwëch'in	
First Nation of Na-Cho Nyäk Dun	
Other Yukon First Nations	

Gwich'in Businesses	77(1)(a), 77(1)(c)
Total:	

5. **INCREASE** the following from C00059475, Unit Price Contract, Schedule B: Targets for First Nation and Indigenous Participation Plan, Table B1: Target of Subcontracting Dollars.

Original Amounts

Table B1: Target of Subcontracting Dollars	
First Nation or Indigenous Group	Amount
Vuntut Gwitchin First Nation	77(1)(a), 77(1)(c)
Tr'ondëk Hwëch'in	
First Nation of Na-Cho Nyäk Dun	
Other Yukon First Nations	
Gwich'in Businesses	
Total:	

Increased By

Table B1: Target of Subcontracting Dollars	
First Nation or Indigenous Group	Amount
Vuntut Gwitchin First Nation	77(1)(a), 77(1)(c)
Tr'ondëk Hwëch'in	
First Nation of Na-Cho Nyäk Dun	
Other Yukon First Nations	
Gwich'in Businesses	
Total:	\$1,700,000.00

Revised Amounts

Table B1: Target of Subcontracting Dollars	
First Nation or Indigenous Group	Amount
Vuntut Gwitchin First Nation	77(1)(a), 77(1)(c)
Tr'ondëk Hwëch'in	
First Nation of Na-Cho Nyäk Dun	

Other Yukon First Nations	77(1)(a), 77(1)(c)
Gwich'in Businesses	
Total:	

6. ADD the following to Section 31 23 33 TRENCHING AND BACKFILLING, 1.3.4:

8. Conventional Bury with Pre-Rip
- .1 Measurement for payment for plowing, placement of native backfill, conduit tie-in to alignment and restoration will be by surface lineal metres (Lm) of excavated pre-ripped trench to the nearest metre. The quantity of trench to be paid for will be the actual measured quantity as recorded on the field mark-up Drawings and to the satisfaction of the Consultant.
- .9 Rock Trenching
- .1 Measurement for payment for trenching, placement of native backfill, conduit tie-in to alignment and restoration will be by surface lineal metres (Lm) of excavated trench to the nearest metre. The quantity of trench to be paid for will be the actual measured quantity as recorded on the field mark-up Drawings and to the satisfaction of the Consultant.
- .10 Additional Armoured Cable
1. Measurement for payment of additional unit rate charge when the cable specified in Section 27 13 23 COMMUNICATIONS OPTICAL FIBRE BACKBONE CABLING, 2.2, Optical Fibre Backbone Cable – Direct Buried and In-Conduit Installation is approved and used between Dawson CO and Enjuu Choo CO will be by surface laid lineal metres (Lm) or surface lineal metres (Lm) of excavated trench to the nearest metre. The quantity to be paid for will be the actual measured quantity as recorded on the field mark-up Drawings and to the satisfaction of the Consultant.
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7. ADD the following to Section 27 05 46 UTILITY POLES FOR COMMUNICATION SYSTEMS, 1.3.3:

- .6 Supply and Install New Poles Drilled in Rock – measurement for payment for supply and placement of new poles will be by installed units (ea). The

installed pole quantity to be paid for will be the actual quantity as measured and recorded on the field mark-up Drawings and to the satisfaction of the Consultant.

8. ADD the following to Section 31 23 33 TRENCHING AND BACKFILLING, Part 3 Execution:

.12 CONVENTIONAL BURY WITH PRE-RIP (~500MM DEPTH)

- .1 Use a pre-ripping technique to achieve a target depth of 500mm and a minimum of 300mm. If the minimum depth is not achievable after two passes, a different method shall be utilized.
- .2 Backfill trench with selected granular material from excavation or from approved local quarries or borrow pits as required. Use only material that is unfrozen and free from snow, ice, debris, and other deleterious materials. Use care in backfilling to avoid damage or displacement of conduit.
- .3 Feed 32 mm HDPE SDR-9 conduit through plow chute into the trench in continuous sections.
- .4 The plow or trench equipment shall be equipped with a warning marker tape assembly capable of dispensing warning tape 100-150 mm above the conduit.
- .5 All excavations will be completely backfilled to, at minimum, original ground, and backfill materials mounded overtop of the excavation.
- .6 If work is being done in winter months, only approved backfill material brought to site from approved local quarries or borrow pits will be acceptable.
- .7 All backfilling and compaction shall be done to the satisfaction and acceptance of the Consultant, pertinent AHJ's, respective YT or NT Highway authorities and shall be subject to inspection at all times.
- .8 Clean and reinstate areas affected by work as directed by Division 27, Section 27 05 00 Common Work Results for Communications.

.13 ROCK TRENCHING (~500MM DEPTH)

- .1 FOC shall be buried in conduit at a target depth between 500mm and 700mm with a minimum depth of 300mm. Install 150mm of bedding material and 150mm of cover material. Fill remainder of trench using native material from excavation or approved quarry sourced granular Class A, gravel composed of hard, durable, uncoated particles, produced from naturally formed deposits. Ensure the conduit remains firmly in the trench, below grade and non-visible. Visible conduit will require contractor to return and re-bury section.
- .2 Feed 32mm HDPE SDR-9 conduit into the trench in continuous sections.

- .3 The plow or trench equipment shall be equipped with warning marker tape assembly capable of dispensing warning tape 100-150 mm above the conduit.
- .4 All excavations will be completely backfilled to, at minimum, original ground, and backfill materials mounded overtop of the excavation.
- .5 If work is being done in winter months, only approved backfill material brought to site from approved local quarries or borrow pits will be acceptable.
- .6 All backfilling and compaction shall be done to the satisfaction and acceptance of the Consultant, pertinent AHJ's, respective YT or NT Highway authorities and shall be subject to inspection at all times.
- .7 Clean and reinstate areas affected by work as directed by Division 27, Section 27 05 00 Common Work Results for Communications.

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9. The Parties acknowledge and agree that this Change Order is full and final payment for any and all additional costs, expenses, loss, or damages incurred or sustained by the Contractor or its Subcontractors, directly or indirectly, related to or arising from the Work or the Contract prior to the date of this Change Order, including: any cost increases for Products and Construction Equipment.
10. Except for the full and final payment under this Change Order, no entitlement nor further payment shall be made to the Contractor by the Owner for any additional cost, expense, loss, or damage incurred or sustained by the Contractor or its Subcontractors in any way, directly or indirectly, related to or arising from the Work or Contract prior to the date of this Change Order, whether known or unknown, and the Contractor shall be solely responsible for any further costs, expenses, losses, or damages incurred or sustained by the Contractor or its Subcontractors prior to the date of this Change Order.
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General

This Change Order and all other Change Orders to the Contract, are and shall remain in full force and effect, and shall hereafter be read together and construed as one, whole document.

Except where the contrary is shown, words or phrases used in this Change Order which are capitalized or defined terms in the Contract shall have the same meanings as ascribed to them in the Contract.

This Change Order shall be effective upon the date of signing by both Parties, and if signed on different dates, then on the later of those dates ("Effective Date").

Both Parties represent and warrant that they have full power and authority to enter into, perform and execute this Change Order, and that each person signing this Change Order on behalf of the Parties has been properly authorized and empowered to enter into and execute this Change Order.

This Change Order may be executed in counterparts, each of which will be considered an original, and all of which will constitute one and the same document.

IN WITNESS WHEREOF the Parties have amended the Contract by their duly authorized representatives on the Effective Date.

Owner

Contractor

Nils Clarke

Print Name

Hans Bongers

Print Name

Minister Highway & Public Works


Title

CEO

Title



Signature



Signature

Feb. 11 / 2022

Date of Signature

Feb 10th 2022

Date of Signature

Certified pursuant to section 23 contracting authority of the *Financial Administration Act*,
RSY 2002, c. 87.