



# CONSTRUCTION CONTRACT (SHORT FORM) AGREEMENT BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT made

BETWEEN

GOVERNMENT OF YUKON, as represented by [Click or tap here to enter text](#)  
(hereinafter called the "Owner")

AND

[Insert full Name and Legal Entity Status](#)  
(hereinafter called the "Contractor")

being collectively the parties (the "Parties") to this Contract.

IN CONSIDERATION for the mutual promises contained in this Contract, the Owner and the Contractor agree as follows:

## Article 1.0 The Work

1. The Contractor shall perform the Work in accordance with this Contract and do and fulfill everything indicated by the Contract Documents with respect to the following project:

Project Title: [Click or tap here to enter text](#)

## Article 2.0 Important Dates

1. The Contractor shall diligently commence and achieve Total Completion of the Work by [Click or tap here to enter text](#)
2. The Contractor shall perform the Work in accordance with the Construction Schedule and any critical dates for the progress of the Work and Project.

## Article 3.0 Payment and Holdback

1. The maximum amount the Owner is obligated to pay arising from or related to the Work or Contract is:  
\$ [Click or tap here to enter text](#)
2. All amounts under this Contract are in Canadian funds, unless otherwise explicitly stated in the Contract. Any other expenditure limit specified in this Contract will not be exceeded without the prior written approval of the Owner and must be done in accordance with the terms of this Contract.
3. The Owner shall, in accordance with any applicable legislative requirements and the terms of this Contract, holdback for performance or subcontractor claims from each payment to the Contractor the following amount: [Click or tap here to enter text](#) %.
4. Subject to the holdback above and terms of this Contract, the Owner shall subject to the terms of this Contract:
  1. make payments to the Contractor for the value of the Work actually and properly performed in accordance with this Contract on a monthly basis, unless otherwise explicitly stated under the Contract; and
  2. upon Total Completion, pay to the Contractor the unpaid balance of the holdback amount when due, subject to any subcontractor claims, outstanding deficiencies or items to be completed or corrected, and any warranty holdback (if applicable).

5. The Owner's obligation to pay the Contractor under this Contract is subject to the following:
  1. the *Financial Administration Act (Yukon)*, RSY 2002, c. 87 and its regulations (as amended), including, section 24(2) which reads as follows: "It is a term of every contract that money that becomes due under the contract is not payable unless a provision of this or another Act authorizes the payment to be made in the fiscal year when the payment falls due"; and
  2. the Contractor abiding by the terms and conditions of this Contract.
6. The Contractor shall, at any time upon request by the Owner, and before the first application for payment for any Work, submit to the Owner for review, a schedule of values as follows:
  1. the schedule of values shall fairly and reasonably aggregate and divide the total amount of any applicable Work included under the Contract Price over the course of the Project taking into account any dates stated in the Contract and performance of any terms or obligations in any applicable Yukon First Nation Participation Plan or Agreement, so as to facilitate evaluation of payments to the Contractor;
  2. the Owner will provide comments to the Contractor on the schedule of values, and the Contractor will revise the schedule of values to address the comments, and so on, until such time as the Owner is reasonably satisfied with the schedule of values; and
  3. the schedule of values shall be made out with content and in such form and supported by such evidence as the Owner may reasonably direct and when accepted by the Owner, shall be used as the basis for payments for any lump sum or other applicable Work properly performed under the Contract, unless it is found to be in error, in which case it will be corrected by the Contractor in accordance with the Owner's directions.
7. The Contractor shall submit an invoice or application for payment, in a form and with content acceptable to the Owner. Amounts invoiced on account of costs or expenses for Work must not exceed the value of Work performed before the date of invoice submission. In the event the Owner disputes in good faith an amount invoiced by the Contractor, the Owner will pay the undisputed portion within the prescribed time. Upon request by the Owner, the Contractor shall provide a statutory declaration and any supporting information or materials to support the application for payment.
8. The Owner shall pay the Contractor any undisputed amounts within 30 days from the date of receipt of an invoice, subject to the terms of the Contract. Pursuant to the Yukon's Interest Regulations (OIC 1986/039, as amended), if the Owner fails to make payment to the Contractor within 30 days from the date of the satisfactory receipt of an invoice, interest will be paid at the current prime rate of the Bank of Canada on such unpaid amounts provided such amounts are greater than \$100. Such interest will be calculated and added to any unpaid and undisputed amounts monthly.
9. The Work under this Contract is being purchased by the Owner for a public purpose with public money and is not subject to the Goods and Services Tax or any Harmonized Sales Tax ("GST/HST") under authority number R107442840. The Contractor shall not add or include the GST/HST in any invoices for the Work performed under this Contract, and is solely responsible for claiming any input tax credits to which Contractor may be entitled.
10. Despite any other term under this Contract, and in addition to any other rights or remedies the Owner may have under this Contract or in law, if the Contractor is declared to be in default by the Owner or fails to sufficiently demonstrate that it has met and maintained the terms or requirements under the Contract for: the Construction Schedule (including any Critical Dates), insurance, workers' compensation, contract security, health and safety, environmental compliance, Yukon First Nation Participation Plan or Agreement, or any other material term under this Contract, then the Owner may, at its discretion, be entitled to: withhold any amounts payable to the Contractor, or deduct from amounts payable to the Contractor an amount sufficient to cover any liability or additional costs which the Owner may incur resulting from any failure by the Contractor or Subcontractors to comply with such terms or requirements.

## Article 4.0 Contract Documents

1. The Contractor shall perform the Work in accordance with the following Contract Documents, and if there is a conflict between any documents that comprise the Contract, the priority of documents that govern, from highest to lowest, is in the order listed under Article 4.1, beginning with 4.1.1.
  1. Change Orders and Change Directives to the Contract (if applicable);
  2. Definitions
  3. Agreement Between Owner and Contractor;
  4. Schedule A: Supplementary General Conditions (if applicable);
  5. General Conditions; and
  6. Schedule B: Specifications, Drawings, and Other Documents.
2. The Contractor shall promptly and fully inform the Owner of any errors, omissions or inconsistencies in the Contract Documents, and of any inconsistencies between the Contract Documents and applicable laws, of which it becomes aware.

## Article 5.0 Notices

1. Notices will be addressed to the Parties at the address set out below. The delivery of a Notice will be by hand, courier, mail, or electronic mail. A Notice delivered by one Party in accordance with this Contract will be deemed to have been received by the other Party:
  1. if delivered in person or by courier, on the date of delivery;
  2. if sent by mail, it shall be deemed to have been received 5 Business Days after the date on which it was mailed; or
  3. if sent by electronic mail, it shall be deemed to have been received on the date of its transmission if there is no indication of failure of receipt communicated to the sender and the date of transmission is a Business Day and received at the place of receipt during the hours of 8:00:00 am to 5:00:00 pm as determined by the standard time at the place of receipt, and if not received on a Business Day or during such hours, then it shall be deemed to have been received at the opening of business at the place of receipt on the next Business Day following the transmission thereof if there is no indication of failure of receipt communicated to the sender.

Contact information for a Party may be changed by Notice to the other party setting out the new address in accordance with this Article.

### OWNER

Contact Person:

Address:

Email:

### CONTRACTOR

Contact Person:

Address:

Email:

## Article 6.0 Entire Agreement

1. This Contract, which includes the Contract Documents and any other schedules or attachments, constitutes the entire agreement between the Parties in respect of the subject matter of this Contract and supersedes all prior representations, negotiations, communications, and other agreements in respect of it (whether written or oral), unless they are explicitly and specifically incorporated by reference into this Contract.

**Article 7.0 Amendments**

- 1. Any change or amendment to the Contract or the Work must be made upon written agreement signed by both Parties in accordance with the terms of this Contract.

**Article 8.0 Signing**

- 1. Each Party represents and warrants that it has full power and authority to enter into, perform, and execute this Contract, and that each person signing this Contract on behalf of a Party has been properly authorized and empowered to enter into and execute this Contract.
- 2. This Contract may be executed in counterparts, each of which will be deemed as an original and all of which will constitute one and the same document.

The Parties have executed this Contract by their duly authorized representatives on the date of signature below, and if signed on different dates, then the later of those dates. SIGNED AND DELIVERED in the presence of:

**OWNER**

Signature:  
 Print Name:  
 Title:  
 Date of Signature:

**CONTRACTOR**

Signature:  
 Print Name:  
 Title:  
 Date of Signature:

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

PREVIEW  
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# DEFINITIONS AND INTERPRETATION

## 1.0 Definitions

The following definitions shall apply to the Contract:

1. **Business Day(s)** means a day that is not a Saturday, Sunday, or statutory holiday in Yukon;
2. **Change** means any change to the Work or any change to the terms of the Contract, including: any addition, deletion, alteration, variation, substitution, or cancellation of all or part of the Work; changes to the Contract Price or amounts payable by the Owner in relation to the Work or Contract; changes to the date for Total Completion or any other dates explicitly stated under this Contract; or any addition, deletion, alteration, or substitution to the terms of the Contract;
3. **Contractor** means the person or legal entity engaged by the Owner and identified as such in the Contract, and includes the Contractor's authorized representative agreed to by the Owner in writing;
4. **Contract** means the undertaking by the Parties to perform their respective duties, responsibilities and obligations as described in the Contract and includes the Contract Documents and any schedules, attachments, changes or amendments thereto;
5. **Contract Documents** means those documents as described under Article 4.0 – Contract Documents and any amendments thereto;
6. **Contract Price** means the amount stipulated in Article 3.0 – PAYMENT AND HOLDBACK, and includes any and all direct and indirect costs and expenses related to or arising from the performance of the Work or Contract, including costs and expenses for the following: : labour, Subcontractors, Products, equipment, or any other materials used in the performance of the Work; shipping, handling, delivery, and storage; goods and services; fuel; repair and maintenance costs; inflation and escalation costs; scheduling; supervision, management, administration and overhead; mark-up and profit; insurance and bonding/security; costs for certifications or specialized knowledge or expertise; testing and commissioning; costs related to access to, nature, condition, and location of the Work or Site; existing structures, temporary structures, and the surrounding environment; soil or subsurface conditions; the quantities and nature of the Work; mobilization and demobilization; travel and accommodation; supervision; creating, managing, and complying with all regulatory, environmental, and health and safety requirements, plans, or programs; all applicable tariffs, duties and taxes; complying with all applicable laws, including: permits, licenses and other regulatory approvals required for the performance of the Work; and all other costs, expenses, risks, contingencies, or other circumstances which may be required or reasonably implied in the Contract or from the performance of the Work;
7. **Construction Equipment** means all tools, materials, machinery and equipment, either operated or not operated, that are required for preparing, fabricating, constructing, conveying, erecting, or otherwise performing the Work, but are not incorporated into the Work;
8. **Drawings** means the graphic and pictorial portions of the Contract, wherever located and whenever issued, that show the design, location and dimensions of the Work, including: plans, elevations, sections, measurements, details, diagrams, and illustrations;
9. **Notice** means a written notice or any written communication between the Parties, to be transmitted in accordance with the terms of Article 5.0 - Notices;
10. **Other Contractor** means any person employed by or having a separate contract directly or indirectly with the Owner for work related to the Project other than the Work;
11. **Owner** means the person or legal entity identified as such in the Agreement, and includes the Owner's authorized agent or representative as designated to the Contractor in writing;
12. **Product(s)** means any supplies, material, machinery, equipment, and fixtures incorporated into the Work, but does not include Construction Equipment;
13. **Project** means the total endeavour contemplated by the Owner, and includes the Work and work by other contractors, which may form part or the whole of the project;
14. **Records** means any works, information, data (including field data and metadata), reports, documents, manuals, plans, Drawings (including, but not limited to shop drawings and drawings), as built documents, sketches, designs, specifications, diagrams, tender calls, certificates, illustrations, photos, videos, graphics, schedules, charts, inspection reports, permits, test results, maintenance manuals, warranty documents, meeting notes, correspondence, or other materials that are, directly or indirectly, received by, maintained, or produced by the Contractor, its employees and Subcontractors in connection with or arising from the Work, Contract, or Project, whether in electronic or written format;
15. **Site** means the designated site or location of the Project identified in the Contract Documents;

16. **Specifications** means those portions of the Contract Documents, wherever located and whenever issued, consisting of the written requirements, terms, and standards for Products, Construction Equipment, systems, workmanship, quality, services, or any other equipment, material or thing to be done in relation to the Work or performance thereof, and includes the specifications as described under Schedule B: Specifications, Drawings and Other Documents;
17. **Subcontractor** means any person or entity of any tier engaged or contracted by or through the Contractor to perform any part of the Work or Contract, including supplying: any Products or materials for the Work, equipment or Construction Equipment for the Work, or any other work or services related to the Work or Contract;
18. **Work** means every thing to be done, supplied, or performed by or through the Contractor under the Contract, including: any ancillary work or services related to, arising from, or reasonably assumed from the work under the Contract; any work that is related to or arises under any warranty as specified in the Contract; and any work or services by: Subcontractors or the Contractor's officers, employees, consultants, representatives, agents, successors or assigns;
19. **Total Completion** means all of the following have been completed: the Work is fully completed in accordance with the terms of the Contract and is ready for use or is being used for the purposes intended, and is so certified in writing by the Owner or its agent;

## 2.0 Interpretation

This Contract shall be interpreted in accordance with the following provisions:

- References in the Contract Documents to laws, regulations, and codes are considered to be references to the latest published version;
  - References in the Contract Documents to the singular will be considered to include the plural as the context requires;
  - If there is a conflict within the terms of the Contract Documents, the terms establishing the higher quality, manner or method of performing the Work, using the more stringent standards, will prevail, with the intent that the provisions which produce the higher quality with the higher levels of safety, reliability durability, performance and service will prevail;
  - No term of this Contract will be construed against or interpreted to the disadvantage of the Owner because the Owner has drafted the provision;
- "includes" and "including", whether or not used with the words "without limitation" or "but not limited to", shall not be deemed limited by the specific enumeration of items but shall in all cases be deemed to be without limitation and construed and interpreted to mean "includes without limitation" and "including without limitation"; and
  - where a right or discretion is given to the Owner, whether using words such as: "at its discretion", at the Owner's discretion, or "at the discretion of the Owner", such discretion shall be interpreted in preference to the Owner and deemed for any and all purposes to be exercisable by the Owner at the Owner's sole discretion taking into account solely what the Owner subjectively considers to be in the interests of the Owner, all without consideration of the interests of the other Party or any other person.

# GENERAL CONDITIONS

## GC 1.0 PERFORMANCE OF THE WORK

1. The Contractor shall have total control of the Work and shall effectively direct and supervise the Work so as to ensure conformity with the Contract Documents and shall be solely responsible for: the construction means, methods, techniques, scheduling, sequences, procedures and coordinating the various parts of the Work under the Contract, including the work of Subcontractors and the work of Other Contractors if required under this Contract.
2. The Contractor shall provide all labour, Products, tools, Construction Equipment, water, heat, light, power, safety equipment, office equipment and supplies, transportation, permits, inspections and regulatory approvals, and any other equipment, materials, facilities and services to perform the Work and Contract.
3. The Contractor shall perform the Work in a diligent, timely, proper, good and workmanlike manner, and carry out its obligations under this Contract with the degree of care, skill, judgment and diligence that would reasonably be exercised by an experienced, skilled and prudent contractor supplying similar services for similar projects.
4. The Contractor represents and warrants that the Contractor and its officers, employees, Subcontractors, and agents are qualified and competent to perform the Work, and have the necessary skills, knowledge, training, licensing, certification, and ability to perform the Work. The Contractor shall maintain good order and discipline among the Contractor's officers, employees, Subcontractors, and agents engaged on the Work.
5. The Contractor shall protect the Work and the Owner's property and property adjacent to the Site from damage and disturbance which may arise as a result of the Contractor's operations or Work under the Contract, and shall be responsible for such damage or nuisance if caused by the Contractor.
6. The Contractor will maintain the Work and Site in a clean, tidy, and orderly condition, including: keeping the Work and Site free from the accumulation of waste products and debris and storing any Construction Equipment, Products, and any other equipment or materials in a manner that does not unreasonably encumber the Site or other activities on the Site or adjacent to the Site.
7. Unless otherwise agreed to in writing between the Parties or explicitly stated in the Contract, the Contractor shall apply for, pay for, and obtain and maintain any applicable rights of access, permits, licences and approvals required by applicable laws for the performance of the Work.
8. The Contractor shall comply with all applicable laws, Owner policies, and standards in the performance of the Work and this Contract, including: any applicable permits, codes, or health and safety legislation, and shall ensure that its Subcontractors, officers, employees, and agents comply with such laws, policies, and standards in the performance of the Work and Contract. Upon request by the Owner, the Contractor shall provide proof of compliance with any applicable law, policy, or standard to the reasonable satisfaction of the Owner. This Contract does not operate as a permit, license, approval or other statutory authority, which the Contractor may be required to obtain from the Government of Yukon or any of its agencies in order to perform the Work or this Contract. Nothing in this Contract is to be construed as interfering with the exercise or enforcement of any statutory power or duty by the Government of Yukon or its agencies. Government of Yukon and its agencies shall not be liable in any way for any delay or any extra or additional expense, costs, or any loss, damages, or compensation incurred or sustained by the Contractor for any reason related to or arising from the exercise or enforcement of or any failure to exercise or enforce any statutory duty, function or power by the Government of Yukon or its agencies.
9. The Contractor and Owner will, in writing, each designate an individual to act as their representative who will have authority to communicate, exchange information, and make decisions between or on behalf of the Parties. The Parties may change their designated representative by Notice to the other Party.
10. The Contractor shall comply with all applicable provisions of the Yukon's *Employment Standards Act* RSY 2002, c 72 ("ESA"), including: paying applicable wage rates in accordance with the most current version of the Fair Wage Schedule under the ESA (as amended). The Contractor shall post and keep posted a copy of the most current Fair Wage Schedule in a conspicuous place at the Site where it is most likely to come to the attention of employees and Subcontractors. The Contractor shall promptly comply with any order or pay any fine, compensation, penalty, or validated claim it incurs arising from or related to the ESA. Upon request by the Owner, the Contractor shall, in a form and with content acceptable to the Owner, provide sufficient proof of compliance with GC 1.10. If the Contractor fails to comply with GC 1.10, then, in addition to any other rights and remedies available under this Contract or by law, the Owner shall be entitled to withhold any amounts payable to the Contractor, or deduct from

amounts payable to the Contractor, an amount sufficient to cover any liability which may be incurred resulting from any failure to comply with GC 1.10.

11. From time to time, the Owner may issue written supplemental instructions to the Contractor that are consistent with and in relation to the Work or Contract.
12. The Contractor shall implement and comply with any applicable Yukon First Nation Participation Plan or Agreement ("YFNPA") in the performance of the Work and Contract and fulfill any commitments or obligations thereunder, including any labour or subcontracting commitments, which shall be deemed to form part of the Work and this Contract. Upon request by the Owner, the Contractor shall, in a form and with content reasonably acceptable to the Owner and within the timeframe specified by the Owner in the request, provide the Owner with sufficient evidence that it has completed or complied with its YFNPA, including: a statutory declaration from an authorized representative of the Contractor that it has fulfilled all the terms and obligations under its YFNPA, contact information for any Yukon First Nation Business listed or proposed by the Contractor related to their YFNPA, or verification of the wages, amount, described services or dollar value of any proposed Yukon First Nation labour or subcontractor commitments. If the Contractor fails to sufficiently demonstrate or prove that it has properly completed or complied with the terms and obligations of its YFNPA, then the Owner may, at its discretion, be entitled to: withhold any amounts payable to the Contractor or deduct from any amounts payable to the Contractor an amount to properly perform such terms and obligations and cover any liability or additional costs which the Owner may incur resulting from the Contractor's failure to complete or comply with such terms or obligations.
13. The Contractor acknowledges and agrees that its performance of this Contract and the Work is subject to review and evaluation under Government of Yukon's Vendor Performance Review Program ("VPR"). For further information on the VPR process and evaluation criteria or for any inquiries, please email: [contracts@yukon.ca](mailto:contracts@yukon.ca). The Contractor's scoring and rating resulting from the VPR may be used to: determine the Contractor's eligibility for future Government of Yukon procurement or contracting opportunities, evaluate the Contractor for any Government of Yukon procurement or contracting opportunities, and/or be considered in any decisions by Government of Yukon to purchase goods or services or award a contract or work to the Contractor. The Contractor shall, at its own cost, fully participate in and cooperate with the Owner during the VPR process, and upon request by the Owner, promptly provide any relevant information, documents, or materials that are reasonably necessary to: complete the VPR evaluation process within any timeframes stated under the VPR, determine or finalize the Contractor's scoring or rating under the VPR process, and/or resolve any disagreement or contestation of the Contractor's score or rating under the VPR process.

## **GC 2.0 CONSTRUCTION SCHEDULE AND DELAYS**

1. Prior to the commencement of the Work or at any time upon request by the Owner, and prior to the Owner making first payment, the Contractor shall, in a form and with content reasonably acceptable to the Owner, prepare and submit to the Owner for review, a construction schedule in accordance with the terms of the Contract, which must coincide with and include any major activities and dates stated in the Contract, and provide sufficient detail of such activities and dates and their inter-relationship to demonstrate the Work will be performed in conformity with the Contract Documents.
2. The Owner shall review the construction schedule and may request further information or materials to support the construction schedule or require the Contractor to make any reasonable revisions to the construction schedule to clearly demonstrate that the construction schedule complies with and coincides with any critical dates, Contract Documents, and any Work.
3. The Contractor shall perform the Work in accordance with the construction schedule and shall be solely responsible for ensuring all aspects of the Work and any changes thereto conform with the construction schedule. The Contractor shall monitor the progress of the Work and the Project relative to the construction schedule on a monthly basis, and advise the Owner promptly of any facts or conditions which may affect or delay the construction schedule.
4. If the Contractor does not maintain the progress of the Work necessary to comply with the Contract Documents, construction schedule, or critical dates stated under the Contract, then the Contractor shall accelerate the Work at the Contractor's expense, and take such action as the Owner deems reasonably necessary to maintain the progress required under the Contract Documents. Upon request by the Owner, and without prejudice to any other

rights or remedies the Owner may have under this Contract or in law, the Contractor shall create and implement a remedial plan and schedule acceptable to the Owner, and supply additional labour, additional hours of work, or additional equipment or techniques to accelerate the Work in order to comply with such remedial plan and schedule, at the Contractor's sole expense.

5. Despite any other term in this Contract, the Contractor waives any entitlement or claim for: an extension of time to perform the Work or complete the Contract and any extra or additional expense, costs, or any loss, damages, or compensation incurred or sustained by the Contractor in any way related to or arising from any delay, unless the Contractor provides Notice of the claim to the Owner in accordance with the terms of the Contract within five (5) calendar days after the commencement of the delay. The Contractor shall include in such Notice, a sufficient and detailed description of: the circumstances of the delay; the date the delay commenced and anticipated duration of the delay; a description of the portions of the Work affected by the delay; a full, organized, and detailed account of the reasonable and proper costs claimed resulting from the delay; the effect of the delay on the construction schedule; and all steps taken or reasonably available to mitigate the delay or impact. In the case of any delay, the Contractor will use all reasonable efforts to mitigate the costs, effects, and impacts of the delay

### **GC 3.0 REVIEW OF THE WORK AND RECTIFICATION OF DEFECTS**

1. The Owner and authorized agencies shall be permitted to inspect, examine, or test the Work, Products, and Records used or to be used for the Work to confirm that such work is in accordance with the requirements of the Contract. The Contractor shall provide sufficient, safe and proper facilities at all times for the review and inspection of the Work, Products, and Records by the Owner or authorized agencies.
2. If there is a defect in the Work, or the Contractor neglects or fails to properly perform the Work in conformance with the terms of the Contract, upon Notice from the Owner, the Contractor shall promptly and no later than five (5) calendar days after such Notice or within such other timeframe as agreed to in writing by the Parties, correct or rectify such defect or non-conformance, at the Contractor's sole expense. The Contractor shall also be responsible for the reasonable costs of any inspections incurred by the Owner arising from or related to the defective or non-conforming Work. The Owner, may, at its discretion, holdback or deduct a reasonable amount to correct or rectify any defect or non-conforming Work and any related costs or expenses from any amount or payment due to the Contractor.
3. If the Contractor, or person for whom the Contractor is responsible, does not correct or remedy the defect or non-conforming Work within the timeframe provided under GC 3.2, or if in the opinion of the Owner it is not expedient to correct or remedy the defect or non-conforming Work, the Owner may, in addition to and without prejudice to any other right or remedy the Owner may have under the Contract or in law, do one or more of the following: withhold or deduct from any amount otherwise due to the Contractor the cost to correct or remedy any defect or non-conforming Work and any related costs or expenses; take the right to the Work out of the Contractor's hands (in whole or in part) and/or hire Other Contractors to rectify the defective or non-conforming Work, and/or take such other action or remedy as the Owner deems reasonable in the circumstances or is available to the Owner under the Contract or in law. If the Owner and the Contractor do not agree on the cost to correct or remedy any defective or faulty work and any related costs or expenses, they shall resolve the matter in accordance with GC 16.0 – Dispute Resolution.
4. The Contractor shall promptly notify the Owner in writing of any defects or non-conformance in the Work.
5. For greater certainty, GC 3.1 to 3.5 shall survive the expiry or termination of this Contract.

### **GC 4.0 SUBCONTRACTORS AND OTHER CONTRACTORS**

1. Before commencing the Work, the Contractor shall provide the Owner with the names of all Subcontractors that will be used in the performance of the Work. The Contractor shall obtain the Owner's prior written consent to add or change any Subcontractors. The Owner may reasonably object to a Subcontractor engaged by the Contractor at any time, and require the Contractor to employ another subcontractor mutually agreed upon by the Parties.
2. The Contractor shall manage, supervise, coordinate, and be solely responsible for the work of its Subcontractors, including: performance and sequencing of work by Subcontractors; acts, omissions or defects related to or arising from work by Subcontractors; managing communication between the Contractor and a Subcontractor or the Subcontractor and the Owner; and ensuring that the Subcontractor obtains and maintains all necessary permits, licences, inspection certificates, and insurance for the work it is performing.

3. The Contractor will be as fully responsible to the Owner for acts and omissions of Subcontractors and of persons directly or indirectly employed by them as for the acts and omissions of persons directly employed by the Contractor. Any work to be performed by a Subcontractor shall not in any way relieve or discharge the Contractor from its obligations under this Contract.
4. The Contractor shall require each Subcontractor to agree to be bound by and ensure compliance with the terms of the Contract, to the extent applicable to the portion of the Work performed by the Subcontractor and ensure the Subcontractor complies with the applicable terms of the Contract, including: safety and site regulations or procedures.
5. The Contractor shall discharge the Contractor's lawful obligations to Subcontractors and shall satisfy any Subcontractor claims against the Contractor, including: salaries, wages, employee benefits, payroll withholdings, and other accounts as and when due. If the Contractor fails to satisfy such claims, payment under this Contract may be subject to Yukon's Contract and Procurement Regulation O.I.C. 2013/19 (as amended).
6. Where the Contract Documents identify work to be performed by Other Contractors or the Owner's own forces, the Contractor shall fully cooperate with the Other Contractors or the Owner's own forces, and co-ordinate and schedule the Work in harmony with the work of Other Contractors and the Owner's own forces.

#### **GC 5.0 PRODUCTS AND CONSTRUCTION EQUIPMENT**

1. The Contractor shall promptly supply and properly install all Products as specified under the Contract. The Contractor shall ensure that all Products provided shall be new, unused, and in a safe, serviceable, good and clean condition, unless otherwise explicitly stated in the Contract, and shall conform to all other current applicable specifications, standards, and laws including: the Canadian Standards Association, Canadian Standards Board or General Standards Board, American Society for Testing and Materials, National Building Code, Yukon Building Standards Act RSY 2002, c. 19, National Fire Prevention Association, and any other standards imposed by governmental and regulatory authorities having jurisdiction over the Work or the Site. Any substitution of Products shall be pre-approved in writing by the Owner. Products which are not specified shall be of quality consistent with those specified, and their use acceptable to the Owner.
2. The Contractor represents and warrants that the Products provided are not subject to any conditional sales contract or any security interest, lien, charge, or other claims of any third party which may subject any of the Products to seizure and/or removal from the Site.
3. The Contractor shall ensure that all Products shall only be used for its intended purpose and in accordance with the Contract and any applicable manufacturers' printed directions or recommendations. Upon request by the Owner, the Contractor shall promptly provide to the Owner a copy of all manufacturers' printed instructions or recommendations and warranties for Products. All Products shall be stored and maintained as recommended by the manufacturer and kept at the recommended and proper temperature and environmental conditions, where applicable.
4. The Contractor shall be responsible for the care and custody of all Products, whether on or off Site, and shall exercise reasonable care in the protection and security of such Products. If there is any loss of or damage to Products caused by the Contractor or which the Contractor is responsible for, the Contractor shall promptly replace the Products at the Contractor's expense.
5. All Work, Products and materials at the Site or delivered by the Contractor which will form part of the Work shall be considered the property of the Owner provided always that title, but not the risk of loss, shall pass to the Owner at delivery to the Site. The Contractor shall, at its own expense, remove all surplus or rejected Products or materials from the Site when notified in writing to do so by the Owner.
6. The Contractor shall ensure that all Construction Equipment provided or used in the performance of the Work shall be in a safe, serviceable, and good condition, unless otherwise explicitly stated in the Contract, and shall conform to all current applicable specifications, standards and laws.

#### **GC 6.0 CHANGES TO THE WORK**

1. Without invalidating this Contract, Changes to the Contract or Work may be made through a change order or change directive subject to and in accordance with the terms of this Contract.
2. No Change will be made without a change order or change directive, and any change order or change directive must be made in writing. All change orders must be signed by the duly authorized representatives of both Parties.

3. Despite any other term in this Contract, the Contractor shall not be entitled to a Change, any extension of time to perform the Work, or payment for any additional costs or expenses without a change order or change directive that is issued in accordance with this Contract.
4. When a Change is proposed or required by the Owner, upon request by the Owner, the Contractor shall promptly and no later than 10 calendar days, present, in a form and with content acceptable to the Owner: a reasonable method of adjustment for the change and any reasonable adjustments to the Contract Price, construction schedule, or date for Total Completion, if any, for the proposed Change. The maximum amount for any overhead, administration, and profit related to arising from any Change shall not exceed 10% of the actual cost of the Change. Where the Owner and Contractor agree to the proposed changes, such changes will be valid and effective when recorded in writing as a change order and duly signed by both Parties.
5. Each Change Order executed by the Owner and Contractor shall constitute full and final payment for the Change and Work described therein, including: all direct and indirect costs and expenses related to or arising from the Change and those described under the Contract Price, and no claim for additional costs or expenses related to or arising from such Change and related Work shall be considered or paid by the Owner.
6. The Owner, may, at any time, issue a change directive to the Contractor directing the Contractor to proceed with a Change, including: any addition, deletion, alteration, variation, acceleration, substitution, or cancellation of all or part of the Work. The Contractor will promptly proceed with such Change, and the valuation, determination of costs, and adjustments to the Contract Price, construction schedule, or date for Total Completion (if any) will be made as soon as reasonably possible after the implementation of the Change in the same manner as a change order would be processed and issued under this Contract. If the Owner and the Contractor do not agree on the valuation, determination of costs, or adjustments to the Contract Price, construction schedule, or date for Total Completion arising from a change directive, the matter shall be resolved pursuant to GC 16.0 – Dispute Resolution.
7. If the Contractor discovers conditions at the Site that are substantially different from those indicated in the Contract Documents or a reasonable assumption of fact based thereon, including:
  1. toxic or hazardous substances; or
  2. subsurface, soil related, or otherwise concealed physical conditions,

then the Contractor shall take all reasonable steps, including stopping the Work if necessary, to ensure that no person or property is harmed or damaged by such conditions, and shall promptly, but no later than 24 hours from the date the actual conditions described above were first observed or encountered, give Notice to the Owner of such conditions before they are disturbed so that the Owner may investigate such conditions and assess and mitigate the conditions and any impact on the Work.

8. The Contractor shall give Notice to the Owner of any claim related to the Contract, Work or Contract Price, including: any additional costs, delays, or change in conditions referenced under GC 6.6, no later than 5 calendar days from the commencement of the event or series of events giving rise to the claim, whichever is the earlier. Such Notice shall include: a full, organized, and detailed account of the amount claimed, the grounds upon which the claim is based, a description of the portions of the Work affected, all steps taken or available to reasonably mitigate the claim or its impact, and any supporting information, documentation, or materials requested by the Owner as may be reasonably necessary to support the claim.
9. Despite any other term in this Contract, if the Contractor fails to provide clear and sufficient Notice of a claim in accordance with the terms and timeframe specified under GC 6.7, then no entitlement nor payment shall be made to the Contractor for any additional expense, cost, or any loss, damages, or compensation incurred or sustained by the Contractor for any reason related to or arising from the claim.
10. If there is any reduction in costs or expenses related to the performance of the Work or this Contract, then the Owner shall be entitled to a credit/rebate or decrease for such costs or expenses on the total amount payable under the Contract and any related costs or expenses to perform the Work or this Contract.

#### **GC 7.0 COMPLETION OF THE WORK**

1. The Contractor shall make written application to the Owner for a certificate of Total Completion at any time after it believes it has achieved Total Completion.

2. Prior to a certificate for Total Completion being issued or approved, the Contractor shall organize, complete, and submit to the Owner all of the following, in a form and with content acceptable to the Owner, acting reasonably:
  1. proof of all required inspections and certifications as specified in the Contract Documents or as required by law in relation to the Work or Products;
  2. all warranties and guarantees, maintenance manuals, operating instructions, maintenance and operating tools, replacement parts or materials as specified in the Contract Documents;
  3. one complete set of final as-built drawings, prints, specifications, and other data that record the completed Work and any significant changes to the Work, signed and certified by the Contractor or other authority where appropriate;
  4. sufficient evidence or confirmation that all remaining Work and deficiencies under this Contract or listed by the Owner have been rectified or completed in accordance with the Contract and to the Owner's reasonable satisfaction;
  5. sufficient evidence or confirmation of clean up at the Site in accordance with the Contract;
  6. a written statement or statutory declaration from the Contractor that all claims for payment for Work done under this Contract, including: any claims from Subcontractors or any other outstanding claims have been paid by the Contractor;
  7. sufficient evidence that the Contractor has completed and complied with all the terms and obligations of its Yukon First Nation Participation Plan or Agreement, including: a statutory declaration from an authorized representative of the Contractor that it has completed and complied with such terms and obligations and verification of any wages, amount, or dollar value of any proposed Yukon First Nation labour or subcontractor commitments;
  8. any other information, documentation, or materials that are reasonably required by the Owner or by any Party on behalf of the Owner to rightfully and properly confirm that the Work has been performed in accordance with the terms of the Contract and the Owner can make proper use of the Work.
3. Upon receipt of a written application from the Contractor for a certificate for Total Completion, and subject to receipt of and sufficiency of the submissions under GC 7.2, the Owner will review the Work within 20 calendar days and notify the Contractor of either approval or the reasons for disapproval of the application for a certificate of Total Completion, and so on, until such time as the Owner determines that Total Completion has been achieved.
4. When the Owner, acting reasonably, determines that Total Completion has been achieved, the Owner will issue a certificate of Total Completion to the Contractor stating the date of Total Completion, and certify for payment the amounts due to the Contractor under this Contract, less any amount still retained for any applicable warranty holdback, amounts in dispute, or any amount set-off or withheld in accordance with the Contract. For greater certainty, the Owner's written approval in no way relieves the Contractor from correcting deficiencies or latent defects in the Work not readily apparent at the time of such approval.
5. Prior to final payment under the Contract, the Contractor shall provide and be responsible for securing, transferring, and assigning to the Owner, all applicable warranties and guarantees related to the Work as may be available from Subcontractors, Product manufacturers and suppliers. The Contractor shall promptly deliver to the Owner the originals of such warranties and guarantees.

#### **GC 8.0 WARRANTY**

1. The warranty period under the Contract for the Work is one year from the date on the certificate for Total Completion, unless otherwise agreed to in writing by both Parties.
2. Upon Notice from the Owner, the Contractor shall, in consultation with the Owner, fully, promptly, and diligently correct any defects or faulty work which may appear prior to and during the warranty period, at the Contractor's sole expense, including: all reasonable costs for inspection, examination, testing and re-testing of the Work, reasonable costs arising from or related to any delay in correcting such defects or faulty work, making good Other Contractors' work destroyed or damaged arising from or related to the correction of the defects or faulty work, and removing or replacing adjacent affected Work, Products and materials and completely restoring such Work, Products and materials to their original finish or state.

3. Upon Notice to the Contractor, the Owner may, carry out, or have Other Contractors carry out work required under GC 8.0 - Warranty, at the Contractor's cost, if:
  1. Contractor fails to fully or diligently correct the defects or faulty work within the reasonable timeframe provided by the Owner, unless the nature of the Defect is such that it cannot be corrected within such time and the Owner, acting reasonably, agrees to an extension of such time; or
  2. the nature of the defects or faulty work is such that it substantially affects the Owner's operations or use of the Work; creates a risk to the health or safety of any person on or adjacent to the Site; risk of damage to the Work, the environment, or any property; or creates undue financial burden on the Owner.
  3. If the Owner carries out or has Other Contractors carry out work under GC 8.3, the Contractor still remains responsible for such work, the defects or faulty work, and any other Work.
  4. When defects or faulty work have not been properly corrected by the Contractor within the warranty period, then the warranty period and this Contract shall be reasonably extended, at no additional cost to the Owner, so as to end at such time when such defects and faulty work are fully corrected.

### **GC 9.0 CONFIDENTIALITY AND PROTECTION OF PERSONAL INFORMATION**

1. If the Owner designates any Records or other materials as confidential or proprietary (whether express or implied), the Contractor shall treat such Records and materials as confidential, and shall not use, copy, disclose, permit to be disclosed, or otherwise communicate any such Records and materials except:
  1. with the prior written consent of the Owner; or
  2. as required by law provided that the Contractor gives Notice to the Owner promptly upon becoming aware of such a requirement.
2. The Contractor shall ensure that any employees, agents, Subcontractors or any third party with whom the Contractor shares or provides access to or possession of the confidential or proprietary Records or other materials shall, in favour of the Owner, be bound by the same terms or terms no less stringent than the confidentiality terms of this Contract.
3. The Contractor shall maintain in a safe and secure manner to the reasonable satisfaction of the Owner all Records during the term of the Contract and for at least six years following the completion, expiry, or termination of the Contract. Upon request by the Owner, the Contractor shall fully cooperate with and allow the Owner to access, inspect, make copies of, and take away any Records for review.
4. The Contractor acknowledges that any records, information, documents, or materials provided by the Contractor are subject to applicable access to information legislation, including: the Access to Information and Protection of Privacy Act SY 2018 c.9 and its regulations (as amended) ("ATIPP"), and may be disclosable by the Owner under ATIPP. No records, information, documents or materials provided by or through the Contractor are subject to confidentiality or non-disclosure by the Owner except to the extent expressly agreed to in writing by the Owner. In addition, if the Contractor wishes the Owner to treat any records, information, documents or materials as confidential or non-disclosable, it must make a formal request for same and must provide the Owner with accurate, complete and detailed information, materials, or evidence sufficient to support the Contractor's request for confidentiality or non-disclosure and to meet any applicable legislative requirements. Any purported undertaking for non-disclosure or confidentiality by the Owner to the Contractor that conflicts with a legislative requirement or that is not explicitly agreed to in writing by the Owner, is void and unenforceable, and the Owner shall not be liable in any way for such undertaking.
5. For the purposes of this section, the terms: "personal information" has the same meaning as defined under ATIPP, and "personal health information" has the same meaning as defined in the Health Information Privacy and Management Act, SY 2013, c. 16, and its regulations (as amended) ("HIPMA"). The Contractor acknowledges and agrees that:
  1. the Contractor will comply with any applicable provisions of ATIPP and HIPMA, including: any applicable obligations or requirements where the Contractor is a "service provider" as defined under ATIPP, or a "custodian" or "agent" as defined under HIPMA;
  2. any personal information or personal health information provided to the Contractor by the Owner or collected by the Contractor as agent of the Owner remains the sole property of the Owner, and, upon the expiry or termination of this Contract or upon request by the Owner, the Contractor will promptly destroy or return to the Owner all personal information or personal health information provided by or under the control of the

Owner, without making any copies, except where the Contractor is specifically authorized and required by law or professional obligation to retain such information;

3. the Contractor will not collect, use, disclose or permit to be collected, used or disclosed any personal information or personal health information provided by or under the control of the Owner or collected by the Contractor as a “service provider” as defined under ATIPP or agent of the Owner for any purpose other than as necessary for the performance of the Work, Contract, or to comply with the law;
  4. the Contractor will apply administrative, technical and physical measures to ensure that its facilities, systems and files are secure and that access to any personal information or personal health information is secure, strictly controlled, limited to those persons with a need to access such information, and protected by making reasonable security arrangements against unauthorized access, collection, use, disclosure or disposal of such personal information or personal health information, including: ensuring that its officers, employees, agents, Subcontractors or any third party with whom the Contractor shares or provides access to or possession of the personal information or personal health information complies with the Contractor’s obligations under section GC 9.4, and is bound, in favour of the Owner, by the same terms or terms no less restrictive than the terms under GC 9.4, and the Contractor shall, at its own cost, take any action or execute any documents required to give effect to such terms;
  5. the Contractor will fully cooperate with and assist the Owner for the purposes of the Contractor or the Owner complying with or meeting any obligations or requirements under ATIPP, HIPMA, or GC 9.0; and
  6. the Contractor will notify the Owner in writing as soon as reasonably possible of any breach of section GC 9.0 or any applicable statutory provision under ATIPP or HIPMA, and promptly take all reasonable steps to mitigate the breach and prevent any further harm arising from the breach.
6. For greater certainty, GC 9.1 to 9.6 shall survive the expiry or termination of the Contract.

#### **GC 10.0 OWNERSHIP OF DELIVERABLES AND INTELLECTUAL PROPERTY**

1. The Owner shall solely own all rights, title and interest to the works, materials, documents, and deliverables to be produced or delivered in the performance of the Work and under this Contract (“Deliverables”), unless otherwise explicitly agreed to by the Parties in writing. The Contractor shall promptly inform the Owner as to what Deliverables, have arisen from or been created or produced from the Work or this Contract.
2. Unless otherwise explicitly stated in this Contract, the Contractor shall fully, irrevocably, and permanently assign and transfer to the Owner all Intellectual Property in and to any Deliverables. The Contractor shall, in favour of the Owner, fully, irrevocably and permanently waive all moral rights arising from or in relation to the Deliverables, including: the right of paternity, integrity, and association. For the purposes of this Contract, “Intellectual Property” means any patent rights, copyrights, trade secrets, trade names, trademarks, service marks, industrial designs, moral rights, and any other similar rights or intellectual property right recognized under the laws of Canada, any other jurisdiction, or any international conventions or treaties.
3. The Contractor represents and warrants that it has the full rights and authority to license, assign, and transfer ownership of the Work and Deliverables and any Intellectual Property therein to the Owner, and that it has not violated any rights related to Intellectual Property, contractual or property rights, or any other rights in the performance of the Work or Contract. The Contractor shall promptly provide the Owner with Notice upon being aware of any infringement of rights arising from the Work or Contract, and immediately take all reasonable steps to mitigate any damages to the Owner and remedy the infringement of rights to ensure that its obligations under this Contract are fulfilled.
4. For greater certainty, GC 10.1 to 10.4 shall survive the expiry or termination of the Contract.

#### **GC 11.0 CONSTRUCTION SAFETY**

1. The Contractor acknowledges and agrees that it will be fully in control of and responsible for: establishing, initiating, implementing, managing, supervising, maintaining, and complying with all health and safety precautions and programs in connection with the performance of the Work in accordance with the Workers’ Safety and Compensation Act, SY 2021, c.11 and its regulations (as amended) (“WSCA”) and any other applicable health and safety legislation, and all health and safety obligations under this Contract.
2. Prior to commencement of the Work, the Contractor will develop and establish:
  1. a well-organized, detailed, and comprehensive hazards assessment for the performance of the Work, including an assessment of: all reasonably foreseeable hazards and potential hazards at or near the Site,

and all reasonably foreseeable and potential hazards that may occur during the performance of the Work or Project; and

2. a well-organized, detailed, and comprehensive health and safety system, including development of safety plans and programs for the Site, Work, and Project in compliance with the WSCA and any other health and safety laws or requirements, and which fully addresses the safety of: Subcontractors, Other Contractors, Owner, and any other workers or persons who may be at on or near the Site (collectively, the "Health and Safety Management System").
3. The Contractor shall update, review, revise, and maintain the Health and Safety Management System during the performance of the Work and Project. The Contractor shall promptly provide Notice to the Owner of any substantial changes to the Health and Safety Management System. Upon request by the Consultant or Owner, the Contractor shall promptly provide the Consultant or Owner with a full copy of its Health and Safety Management System and any supporting information or materials, including any changes or updates thereto.
4. The Contractor shall have full and sole control of the Work for the purposes of health and safety and the WSCA, including: taking all precautions and adopting and carrying out all work techniques, procedures and systems to prevent or reduce the risk of injury or death to other employers' workers and other persons at or near the Site.
5. The Contractor fully undertakes and assumes the role and all of the responsibilities and duties of the "prime contractor" as defined under the WSCA related to the Work, Project, and Site, including complying with all requirements and filing of any notices, reports, or other documents necessary to comply with the WSCA.
6. The Contractor shall be fully and solely in control of and responsible for:
  1. ensuring that every person who is involved in the Work on the Project, including any: Subcontractors, Other Contractors, and any other workers or persons at or near the Site complies with all rules, practices, and requirements of the WSCA and any other health and safety laws related to the Work, Project, and Site;
  2. ensuring the adequacy and contents of the Health and Safety Management System and conducting any related consultations, and that all: Subcontractors, Other Contractors, and any other workers or persons at or near the Site comply with the Health and Safety Management System;
  3. ensuring that any work techniques, equipment, personal protective equipment, procedures and systems in relation to the Work, Project or Site are in compliance with the WSCA and any other health and safety laws,
  4. ensuring that there is adequate supervision on Site, and carrying out all safety training, measures and procedures related to the Work, Project, or Site in accordance with the WSCA and Health and Safety Management System;
  5. providing a health and safety orientation session and information in accordance with the Health and Safety Management System and WSCA to any person prior to their access to the Site or Work;
  6. fully cooperate with any person who is performing a duty under the WSCA or for the purposes of health and safety;
  7. arranging and conducting regular safety meetings in accordance with the Health and Safety Management System and WSCA, and recording the minutes of such meetings for review, and
  8. maintaining a complete, detailed, and well organized record of all information, instruction, and training undertaken or required under the Health and Safety Management System and WSCA related to the Work, Project or Site for review by the appropriate authorities. The Contractor shall update, review, revise, and maintain the Health and Safety Management System during the performance of the Work and Project. The Contractor shall promptly provide Notice to the Owner of any substantial changes to the Health and Safety Management System. Upon request by the Owner, the Contractor shall promptly provide the Owner with a full copy of its Health and Safety Management System and any supporting information or materials, including any changes or updates thereto.
7. The Contractor shall promptly provide Notice with full details and statements of witnesses (if any) to the Consultant and Owner of all incidents and injuries as defined under subsection 57(2) of the WSCA, or safety issues of any sort arising out of or in connection with the performance of the Work, Project, or Site (whether on or near the Site). If death or serious injuries or damages occur during the performance of the Work, Project, or on or near the Site, the Contractor shall immediately, but no later than 24 hours from when the accident occurred, report the accident to the Owner and Consultant by telephone or in person in addition to any reporting required under the WSCA or other Applicable Laws.

8. Prior to commencing the Work and as a condition of receiving any payments under this Contract, the Contractor will provide the Owner with sufficient written evidence of its compliance with any requirements under the WSCA, including payments assessed or due as determined by the Yukon Workers' Safety and Compensation Board.
9. If the Contract Price is \$100,000.00 or more, then the Contractor shall maintain in good standing one of the following safety certifications issued by the Northern Safety Network Yukon during the performance of the Work and this Contract:
  1. COR (Certificate of Recognition);
  2. SECOR (Small Employers Certificate of Recognition);
  3. OCOP (Owner Operator Certificate of Proficiency); or
  4. COREL (COR Equivalency Letter).
10. For greater certainty, the obligations of the Contractor related to health and safety under this Contract are included in the Work and Contract Price, and no additional or separate payment will be made to the Contractor for the performance of such obligations.
11. If requested by the Consultant or Owner, the Contractor will, at any time, promptly provide to the Owner sufficient evidence of its compliance with the provisions of the WSCA or other applicable health and safety legislation, any terms under GC 11.0 – Construction Safety, or any terms under this Contract related to health and safety.

## **GC 12.0 INSURANCE**

1. Unless otherwise explicitly stated in the Contract, and without restricting any obligations or liabilities under the Contract, the Contractor shall, at its own cost, obtain and maintain in full force and at all times during the performance of the Work and this Contract, the following insurance with coverage and minimum policy limits as specified below, in forms and with insurers reasonably acceptable to the Owner:
  1. Commercial General Liability Insurance with a limit not less than \$2,000,000.00, which includes coverage for:
    1. Bodily Injury; including Death and Property Loss or Damage for any one occurrence or series of occurrences arising out of one event;
    2. Contingent Employer's Liability;
    3. Contractor's Protective Liability;
    4. Blanket Contractual Liability Assumed Under this Contract;
    5. Cross Liability;
    6. Personal Injury Coverage;
  2. The Contractor shall include the Owner as an additional insured party on its Commercial General Liability Insurance; and
  3. Automobile Liability Insurance in accordance with all applicable legislation, covering all vehicles owned, operated, or licensed in the name of the Contractor used in the performance of the Work.
2. The Contractor shall pay all deductibles for any of the insurance policies required under the policies of coverage and insurance described under this Contract,
3. In the event of a claim, the Contractor must, without delay, do such things and execute such documents as are necessary to effect prompt and expeditious resolution of the claim and payment of the proceeds for any insurance under this Contract.
4. Upon request by the Owner, the Contractor shall submit sufficient proof of any insurance policy described under this Contract to the Owner. Upon request by the Owner or in the event of a claim, the Contractor shall provide a certified true copy signed by the insurer or its authorized agent of any insurance policy described under this Contract.
5. The Contractor shall immediately notify the Owner of any material change in, cancellation or lapse of, or expiration of coverage in the insurance described under this Contract. If any insurance required by this Contract is not provided, lapses, is cancelled, becomes void or is materially altered for any reason, the Owner may, at its discretion, require the Contractor, at the Contractor's sole risk and expense, to stop all Work contemplated by this Contract until satisfactory evidence of insurance is produced, or exercise any of the rights and remedies under GC 15.0 – Termination or Suspension.

6. Prior to any final authorization for a change order or change to the Contract and commencing any work thereto, the Contractor shall notify its insurer issuing insurance to the Contractor of any a change order or change to the Contract that may affect a claim or coverage under any insurance described under this Contract, and shall ensure that the change order or change to the Contract is approved by the insurer and that any insurance coverage is adjusted accordingly, commensurate with the change, and maintained until completion of the Work and fulfillment of the Contract. Upon request by the Owner, the Contractor shall provide to the Owner sufficient proof and confirmation from the insurer of such adjustment and approval or that such approval is not required.

#### **GC 13.0 INDEMNIFICATION**

1. The Contractor shall indemnify and hold harmless the Owner from and against any third party claims, liabilities, demands, or costs (including reasonable legal costs) to the extent arising from or related to:
  1. errors, omissions or negligent acts by the Contractor;
  2. breach of this Contract or, breach of any statutory or professional duty by the Contractor; or
  3. any injury (including death) to persons, damage to or loss of property, infringement of rights (including intellectual property rights) or any claims, liabilities, demands, or costs whatsoever to the extent arising from or related to the fault or legal responsibility of the Contractor.

For greater certainty, the term "Contractor" for the purposes of this indemnity clause includes the Contractor and its officers, employees, Subcontractors, agents, and successors or assigns. For greater certainty, GC 13.1 shall survive the expiry or termination of this Contract.

#### **GC 14.0 CONTRACT SECURITY**

1. Within 14 calendar days of notice of award from the Owner or on the date of execution of the Contract, whichever is the earlier, the Contractor will obtain and deliver contract security to the Owner, in a form and with content acceptable to the Owner, as follows:
  1. an executed performance bond and a labour and material payment bond ("Bonds"), each in an amount equal to or more than 50% of the Contract Price. The Bonds shall be in a form and have terms acceptable to the Owner. The Owner will accept Bonds in accordance with the latest edition of the Canadian Construction Document Committee ("CCDC") approved bond form or in substantially equivalent form with terms acceptable to the Owner. The Bonds shall be issued by a surety licensed to transact the business of a surety in Yukon. The Bonds shall properly identify the Contract and parties to the Bonds, and shall be valid and properly completed, with original signatures, and sealed. The Contractor will pay for and continually maintain the Bonds in force and in good standing until completion of the Work and fulfillment of the Contract; OR
  2. if the Contract Price is less than \$1,000,000.00, contract security may be provided in the amount of 10% of the Contract Price (as amended), in the form of a bank draft, certified cheque, Canadian Postal money order, or unconditional irrevocable letter of credit, that is in a form and with content acceptable to the Owner, to be retained by the Owner until completion of the Work and fulfillment of the terms of the Contract, unless otherwise agreed to in writing by the Owner.
2. The Contractor shall immediately notify the Owner of any material change in, cancellation or lapse of, or expiration of coverage in the Contract Security required under this Contract. Prior to any final authorization for a change order or change to this Contract and commencing any work thereto, the Contractor shall, where applicable, notify the surety or issuer of contract security to the Contractor of the change order or change to this Contract, and shall ensure that the change order or change to this Contract is approved by the surety or issuer and that the contract security is adjusted accordingly, commensurate with the change, and maintained until completion of the Work and fulfillment of the Contract. Upon request by the Owner, the Contractor shall provide to the Owner sufficient proof and confirmation from the surety or issuer of such adjustment and approval or that such approval is not required.

#### **GC 15.0 TERMINATION OR SUSPENSION**

1. If the Contractor neglects to properly perform the Work or its obligations under the Contract or breaches a term of this Contract, then the Owner may, without prejudice to any other right or remedy the Owner may have, give the Contractor Notice that it is in default under the Contract.

2. Upon Notice of default by the Owner, the Contractor will promptly remedy the default within 5 calendar days immediately following such Notice or within such other time period as may subsequently be agreed to in writing by the Parties.
3. If the Contractor fails to rectify any default in accordance with the terms of this Contract or within the timeframe provided under GC 15.2, then the Owner may by Notice to the Contractor and without prejudice to any other right or remedy the Owner may have, exercise any or all of the following rights:
  1. terminate the Contractor's right to continue with the Work (in whole or in part) and have Other Contractors complete such Work;
  2. correct the default and deduct the cost thereof from any payment due to the Contractor;
  3. terminate this Contract; or
  4. take such other action or remedy as the Owner deems appropriate in the circumstances, or exercise any other right or remedy under this Contract, in law or in equity.
4. Upon 5 calendar days prior Notice, the Owner may suspend the Work or terminate the Contract for its convenience at any time and without cause, despite whether the Contractor is in default or not. In the event of suspension or termination pursuant to GC 15.4, the Owner shall pay to the Contractor for Work actually and properly performed in accordance with the terms of the Contract up to the date of termination together with all reasonable and proper costs directly incurred by the Contractor during the period prior to the suspension or termination that cannot be mitigated by the Contractor using all reasonable efforts, subject to the Contractor providing the Owner with sufficient and detailed proof of such costs or expenses.. Any disputes in relation to such costs or expenses shall be resolved in accordance with GC 16.0 – Dispute Resolution.
5. In the case of suspension or termination of the Work or Contract, the Contractor shall continue to discharge any outstanding obligations under this Contract until the actual date of suspension or termination, and upon request by the Owner provide the Owner with any Records, information or documents related to the Work. The Contractor shall arrange for protection of the Work as directed by the Owner and make no further commitments in relation to the Work or this Contract, and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation to the Work or this Contract, unless otherwise agreed to by the Parties.
6. For greater certainty, the Contractor's obligation under this Contract as to quality, correction, or rectification of defects or faulty work, and warranty of the Work performed by the Contractor up to the date of termination or suspension shall survive and continue in full force after any suspension, termination of this Contract, or termination of the right to continue with the Work (in whole or in part).

#### **GC 16.0 DISPUTE RESOLUTION**

1. In the case of a dispute related to or arising from the Contract, Work, or Project, upon Notice from either Party, the Parties shall resolve the dispute as follows:
  1. make all reasonable efforts to resolve the dispute by amicable negotiations in a respectful manner;
  2. should negotiation not resolve the dispute within 30 calendar days from receipt of such Notice, either Party may refer the unresolved dispute to the courts or, upon mutual agreement by the Parties, to any other form of dispute resolution, including mediation or arbitration; and
  3. any endeavor to resolve disputes arising out of the Contract, Work, or Project by negotiation or other means of dispute resolution, including mediation or arbitration, will be conducted on a confidential basis and upon rules mutually agreed upon by the Parties. The Parties shall equally bear the costs of any dispute resolution process, including mediation or arbitration.

#### **GC 17.0 GENERAL**

1. For greater certainty, the Contractor is an independent contractor, and except where explicitly required under legislation, including: ATIPP or HIPMA (where applicable), nothing in this Contract shall create the relationship of employer and employee or principal and agent between the Parties. Nothing in this Contract shall create the relationship of partnership or joint venture between the Parties. All personnel or subcontractors engaged by the Contractor to perform the Work or Contract are at all times the sole responsibility of the Contractor.
2. The Contractor will not, without the prior written consent of the Owner, assign, either directly or indirectly, any term under this Contract or any right or obligation of the Contractor under this Contract. Any assignment may be subject to approval under the Yukon Assignment Regulations OIC 1984/201.

3. No action or failure to act by a Party shall constitute a waiver of any right or duty afforded to them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically and explicitly agreed to in writing by a Party.
4. Each provision of this Contract will be valid and enforceable to the fullest extent permitted by law. If any provision of this Contract is held to be invalid, unenforceable or illegal to any extent, such provision may be severed and such invalidity, unenforceability or illegality will not prejudice or affect the validity, enforceability and legality of the remaining provisions of this Contract. If any such provision of this Contract is held to be invalid, unenforceable or illegal, the Parties will promptly endeavor in good faith to negotiate new provisions to eliminate such invalidity, unenforceability, or illegality and to restore this Contract as nearly as possible to its original intent and effect.
5. In addition to any rights the Owner may have under this Contract, in law or in equity, the Owner may, at its discretion, set off or deduct from payments owing to the Contractor any liability arising from the Contractor to the Owner under this Contract.
6. The Contractor represents and warrants that no bribe, gift, benefit, inducement, threat, or misrepresentation has been nor shall be paid, given, promised, offered, or made directly or indirectly to any official or employee of the Government of Yukon or to a member of the family of such a person, with a view to influencing the award, performance, or administration of the Contract, or outcome of a dispute arising under the Contract.
7. The Parties shall execute such further documents and give such further assurances from time to time as are reasonably required to give effect to this Contract or the terms therein.
8. This Contract shall be binding upon the Parties hereto and their lawful heirs, executors, administrators, successors and assigns.
9. This Contract will be deemed to have been made in and will be governed, interpreted and enforced by the laws of the Yukon without regard to conflict of law principles that would impose a law of another jurisdiction, and both Parties irrevocably submit and attorn to the exclusive jurisdiction of the courts in Yukon.
10. Time is of the essence in this Contract.

**SCHEDULE A: SUPPLEMENTARY GENERAL CONDITIONS**

**PREVIEW**

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# SCHEDULE B: SPECIFICATIONS, DRAWINGS, AND OTHER DOCUMENTS

Please see the attached Specifications and Other Documents

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