



***PROJECT TITLE  
INCLUDING  
LOCATION AND YEAR***

***Project Summary***

***Short description of work to be completed under the contract***

**Yukon**  
Government Services

**GOVERNMENT OF YUKON**

**DEPARTMENT OF GOVERNMENT SERVICES  
PROPERTY MANAGEMENT AGENCY**

***PROJECT TITLE***

***LOCATION AND YEAR***

**FORMS SUPPLIED:**

Forms of Tender BD1, BD2, BD3 and BD4  
Supplementary Instructions to Tenderers  
Instructions to Bidders  
Yukon Business Incentive Policy  
- Eligibility Statement  
Fair Wage Schedule (Appendix 'A')  
Stipulated Price Contract, incl.  
- Definitions  
- Articles of Agreement  
- General Conditions  
Standard Guide for Take-Over Procedures (Appendix 'B')  
Supplementary General Conditions  
- SC 1 - Local Hire and Working Conditions  
- SC 2 - Reporting Requirements  
- Employee Information and Release Form  
- Supplementary Contractor Information  
- Reporting Sheet  
Fire Protection Standards

**PLANS AND SPECIFICATIONS**

**SECTION**

**NUMBER OF PAGES**

**LIST OF DRAWINGS**

**GOVERNMENT OF YUKON**

**DEPARTMENT OF GOVERNMENT SERVICES  
PROPERTY MANAGEMENT AGENCY**

**FORM OF TENDER - BD1**

**Project Title:** *PROJECT TITLE*

**and Location:** *PROJECT LOCATION*

**Submitted to:** GOVERNMENT OF YUKON  
(Owner)

The undersigned Bidder, having carefully examined the Tender Documents as listed in Paragraph 7 on page 2 of this form and the premises of the proposed work, and having full knowledge of the Work required and of the materials to be furnished and used, hereby offers to enter into a Contract to provide all necessary labour, materials, equipment and services to perform and complete all work and fulfil all requirements as set forth in, and in strict accordance with, the Tender Documents and Addenda for the prices stated in the Schedule of Prices.

The undersigned also understands and agrees:

1. That the Government of Yukon is in no way obligated to accept this bid.
2. That failure to comply with and complete all items of this Tender Form - BD1, including a full list of all proposed Subcontractors, may be cause for rejection without further consideration of the Bid.
3. That this Bid is irrevocable for the period of time specified in the "Instruction to Bidders", Section 5, Page 2.
4. That Bid Security, as detailed in "Instructions to Bidders" must accompany the Bid.
5. That the Bidder must submit, in the List of Subcontractors (Page 5 of BD1), the names of all Subcontractors proposed for the Work, including the use of Own Forces for the trades, if any. Bidders must also identify on this list if the Sub-contractor is a *Yukon Business*. Only those Subcontractors listed may be used and may not be changed without the written consent of the Owner, including the use of Own Forces. The Owner may require the Bidder to submit evidence of the competence of Subcontractors prior to acceptance of the Bid. If the Bidder states "Own Forces" for any work which requires licensing, the Owner may require proof of such licensing.

That the Bidder has made best efforts to invite Yukon businesses (or local businesses, where the work site is located in a rural community) to bid on subcontracts related the work of the contract. The Owner may require the Bidder to provide evidence of the best efforts taken.

*A "Yukon business" shall mean "A business that meets two or more of the following criteria: the business employs Yukon resident(s); the business owns, for purposes directly related to the operation of the business, real property in the Yukon; the business operates a permanently staffed office, year-round in the Yukon; the business is owned, or is a corporation that is owned, 50% or more by Yukon residents."*

*A "Yukon resident" shall mean: "A person who has resided full time in the Yukon for a minimum of the immediately preceding three months."*

6. That, upon request, the Bidder is to submit fully completed Tender Forms BD2, BD3, and BD4 within 48 hours of the Owner's request to do so. These forms follow Form of Tender BD1 in these tender documents.

7. That the Tender Documents issued by the Owner with respect to the Work consist of the Instructions to Bidders, the Form of Tender BD1, BD2, BD3, & BD4, the Definitions, the Articles of Agreement, the General Conditions, the Supplementary General Conditions, the Supplementary Instructions to Bidders, the Fair Wage Schedule, the Fire Protection Standards, the Specifications, the Drawings, the Appendices and the Addenda issued during the tender period.

8. This is to certify that the property and/or services ordered/purchased hereby are for the use of, and are being purchased by the Government of Yukon with Crown Funds, and are therefore not subject to the Goods & Services Tax.

It shall be the responsibility of the contractor to apply directly to Revenue Canada for Input Tax Credits on any Goods and Services Tax paid.

9. **BID REVIEW**

Pursuant to Section 10 of the Government of Yukon Contract Regulations, and Section 46 of the Contract Directive, O.I.C. 1998/179, bids will be reviewed based on the following:

9.1 **Ranking**

.1 Bid Price

9.2 **Review Criteria**

The Owner may request information from the highest ranking bidder so that the Owner can judge the ability of the highest ranking bidder to fulfil the contract requirements, using the following data:

.1 The experience and qualifications of the Contractor's Superintendent.

.2 The bidders experience in similar work.

.3 The bidders financial capability.

.4 The bidders past performance.

The Owner may request additional information as necessary to carry out the review.

9.3 Should the Owner judge the highest ranked bidder as not able to fulfil the Contract requirements, the Owner will proceed to review the next highest ranked bidder using the criteria in 9.2. This process will be used until a suitable bidder is judged to be capable of fulfilling the Contract requirements

**DIRECTIVE ON POST-EMPLOYMENT RESTRICTIONS**

I/We **have** \_\_\_\_\_ / **have not** \_\_\_\_\_ been an employee with the Yukon Territorial Government, in the last six months.

(Please check off the appropriate box above and strike off the incorrect response.)

**TENDER CLOSING DATE AND TIME:**

***Date - 4:00 P.M. LOCAL TIME***

**CONTRACT COMPLETION DATE:**

***Date for completion of work on the contract***

**Sole Proprietorship:**

Sole proprietor to sign in the presence of a witness who will also sign where indicated. Insert the words "*Sole Proprietor*" after Title.

**Partnership:**

All Partners to sign in the presence of a witness or witnesses who will also sign where indicated. Insert the word "*Partner*" for each signature under "*Title*".

**Limited Company:**

This form must be signed by duly authorized signing officers of the Company in their normal signatures designating against each signature the official capacity in which the signing officer acts. The corporate seal of the Company, if any, must also be affixed to this form by a person authorized to do so. When this form is signed by officials other than the President and Secretary of the Company, a copy of the bylaw or resolution of the Board of Directors authorizing them to do so must be submitted with the Tender Documents.

\*\*\*\*\*

**CONFLICT OF INTEREST - PUBLIC SERVICE ACT**

Government employees ONLY are instructed to read and respond to the following statement:

I hereby certify that I am aware of the above mentioned Act and that I have/have not received approval from my Deputy Minister to bid on this Contract.

\_\_\_\_\_  
(Signature)

**SCHEDULE OF PRICES**

**We,** \_\_\_\_\_  
(Company Name, Sole Proprietorship or Partnership)

of \_\_\_\_\_  
(Street Address or Postal Box Number)

\_\_\_\_\_

(City, Province & Postal Code)

hereby offer to enter into a Contract to perform the Work required by the Tender Documents for the stipulated price of

\_\_\_\_\_ Dollars

(Total Amount in Words)

(\$ \_\_\_\_\_)

in Canadian funds, which price includes any specified cash and contingency allowances and the applicable taxes in force at this date except as may be otherwise provided in the Tender Documents.

**ADDENDA:**

I/We have received and included in this bid Addenda No. \_\_\_\_\_ to No. \_\_\_\_\_ inclusive.

**Contact Person:** \_\_\_\_\_  
(Please Print)

**Phone Number:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**Bidder's Business Licence No.:** \_\_\_\_\_

**SIGNED AND DELIVERED AND,  
IN THE CASE OF A COMPANY, SEALED BY:**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_  
(Please Print or Type)

(Corporate Seal)

**Signature:** \_\_\_\_\_

**Name & Title:** \_\_\_\_\_  
(Please Print or Type)

**IN THE PRESENCE OF:**

**Witness:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name - Please Print or Type)



**GOVERNMENT OF YUKON**

**DEPARTMENT OF GOVERNMENT SERVICES  
PROPERTY MANAGEMENT AGENCY**

**FORM OF TENDER - BD2**

**Project Title:** *PROJECT DESCRIPTION*

**and Location:** *PROJECT LOCATION*

**Submitted by:** \_\_\_\_\_

**EQUIPMENT AND PERSONNEL AVAILABLE FOR CONTRACT**

We provide the following information in order that the Owner may judge our ability to fulfill the Contract requirements.

1. The name of the superintendent that we propose to place on the project and his/her previous experience on this type of construction is as follows:

2. The average number of workers we will employ and maintain on the project is:



**GOVERNMENT OF YUKON**

**DEPARTMENT OF GOVERNMENT SERVICES  
PROPERTY MANAGEMENT AGENCY**

**FORM OF TENDER - BD3**

**Project Title:** *PROJECT TITLE*

**and Location:** *PROJECT LOCATION*

**Submitted by:** \_\_\_\_\_

**WAGE AND EQUIPMENT RENTAL RATES**

The following personnel and equipment rates will form the basis of payment for any additional work which may be required under this contract. Rate to include profit and overhead (all inclusive).

**PERSONNEL**

List by Occupation                      Hourly Rate                      Overtime Hourly Rate

**EQUIPMENT**

*(Including Costs of Operator)*

Description                                      Hourly Rate                                      Model and Size

**GOVERNMENT OF YUKON**

**DEPARTMENT OF GOVERNMENT SERVICES  
PROPERTY MANAGEMENT AGENCY**

**FORM OF TENDER - BD4**

**Project Title:** *PROJECT TITLE*  
**and Location:** *PROJECT LOCATION*  
**Submitted by:** \_\_\_\_\_

**BIDDER'S EXPERIENCE IN SIMILAR WORK COMPLETED**

We are providing the following lists of projects and work, similar in nature to that being tendered, which we have successfully completed, in order that the Owner may judge our ability to fulfill the Contract requirements:

<b>Year Completed</b>	<b>Description of Contract</b>	<b>For Whom Work Performed</b>	<b>Value</b>

**GOVERNMENT OF YUKON**

**DEPARTMENT OF GOVERNMENT SERVICES  
PROPERTY MANAGEMENT AGENCY**

***PROJECT DESCRIPTION  
PROJECT LOCATION***

---

**SUPPLEMENTARY INSTRUCTIONS TO TENDERERS**

1. Direct all questions in reference to this project to or make arrangements to examine the premises of the work with:

***Project Manager's Name***

Project Manager  
Property Management Agency  
P.O. Box 2703  
Whitehorse, Yukon  
Y1A 2C6  
Phone: (867)  
Fax: (867) 393-6319

**OR**

***Consultant's Name***

Consultant  
***Firm***  
***Address***  
Whitehorse, Yukon  
Y1A  
Phone: (867)  
Fax: (867)

*If project is out of Whitehorse, the following paragraph is included. Otherwise, it is deleted.*

2. Contractors may refer to the "Government of the Yukon - Alphabetical Source List", for a listing of Contractors, Consultants, Suppliers and Manufacturers available in the local community. This list is available at any Regional Services Office, or the Contract Administration Office, located on the 2nd floor, 4141-4<sup>th</sup> Ave., Whitehorse.
3. Bidders are to be aware that changes to the Contracting Directive require bidders make best efforts to invite Yukon businesses (or local businesses where the work site is located in a rural community) to bid on subcontracts related to the work. Bidders **must sign the declaration on Page 5 of BD1**, certifying that they have made best efforts. The Owner may require the Bidder to provide evidence of best efforts taken.
4. Bidders are to be aware that changes to the Fair Wage Schedule came into effect April 1, 2000. The Fair Wage Schedule rates apply to all Contractors and Subcontractors. These are the minimum rates which must be paid to employees engaged on or in connection with public works. (A Revised Schedule is included in this document).

# GOVERNMENT OF THE YUKON

## INSTRUCTIONS TO BIDDERS

### 1. TENDER FORMS

- 1.1 Bids must be submitted on the Form of Tender provided, enclosed and sealed in an envelope and mailed to:

**Government of the Yukon  
Contract Administrator  
P.O. Box 2703  
Whitehorse, Yukon Y1A 2C6**

Or hand delivered to:

**Contract Administration Office  
Second Floor  
4141 - 4th Avenue  
Whitehorse, Yukon**

- 1.2 The Bidder shall identify, on the envelope containing his bid, his/her company's name and address, the name of the project tender enclosed, and the date and time of bid closing.
- 1.3 The bid shall not contain any recapitulation of the work to be done. The Bidder shall bid the complete job in strict accordance with the bid documents. All blank spaces in the Form of Tender BD1 shall be filled. Erasures or corrections must be initialled by the person(s) signing the bid.
- 1.4 Form of Tender BD2, BD3 and BD4 shall be submitted within 48 hours of Owner's request to do so. Failure to comply with this request may be cause for rejection of the bid.
- 1.5 The Bidder who wishes to verify that his/her bid has been received prior to bid closing time, may do so by telephoning the Contract Administration Office at 667-5481. The Bidder must state his/her Company Name before this information will be released. No other information concerning bids will be released under any circumstances prior to bid opening.
- 1.6 The Bidder who wishes to withdraw his/her bid from consideration may do so by submitting a written withdrawal letter to the same address to which his/her bid was submitted prior to bid closing time and the bid will be returned to the Bidder unopened.
- 1.7 Any Bidder, his/her agent or representative may attend the opening of bids.

### 2. ACCEPTANCE OF TENDERS

- 2.1 The Owner need not necessarily accept the lowest or any bid and reserves the right to reject or accept any bid.
- 2.2 The Owner reserves the right to negotiate the terms and conditions of the construction contract with the low bidder.
- 2.3 In order to be considered, bids must be received at the locations specified in 1.1 before the specified time. Bids received after this time will not be considered regardless of the reason for their being late and will be returned to the Bidder unopened.
- 2.4 A bid from a Bidder in the form of a telegram or facsimile will not be considered. However, where a formal bid has been received before the specified date and time of bid closing, amendments to the bid price by telegram or facsimile are acceptable, provided that such amendments are also received at the locations specified in 1.1 prior to the specified tender closing time.

An amendment to a bid should clearly state the name of the project, date and time of bid closing, the name and address of the Bidder and may be mailed or hand delivered as specified in 1.1 or transmitted to:

FACSIMILE NO. - (867) 393-6245

3. **BID SECURITY**

3.1 The Bidder shall submit security with his/her bid as follows:

- (a) where the bid price is \$500,000.00 or more, a Bid Bond in the amount of 10% of the bid price with a "Consent of Surety" forming part thereof and which provides that the surety will issue a Performance Bond and a Labour and Material Payment Bond, each for not less than 50% of the bid price; OR
- (b) where the bid price is less than \$500,000.00, a Bid Bond **and Consent of Surety** as described in 3.1 (a) or **Bid Security, payable to the Government of the Yukon, in the form of** cash, a Canadian postal money order, certified cheque, an assignable redeemable term deposit, bank draft, bearer or assignable bonds of the Government of Canada or of a Canadian provincial government, or Irrevocable Letter of Guaranteed Credit acceptable to the Owner, in an amount not less than 10% of the bid price.

3.2 Failure to provide bid security as stipulated in 3.1 shall render the bid invalid.

4. **CONTRACT SECURITY**

The successful Bidder shall be required to provide Contract Security as described in General Conditions, Section 24

5. **ACCEPTANCE PERIOD**

Where a Contract is awarded within thirty (30) days after closing of bids, the Bidder shall execute the Contract or forfeit his/her bid security.

6. **ALTERNATIVES**

Bidders wishing to propose equal or alternative materials and/or equipment to those specified shall submit requests in writing to the Owner a minimum of seven (7) days prior to the date of bid closing, allowing sufficient time for the Owner to evaluate and approve or reject the request. Requests for approval of equals or alternatives shall contain pertinent data such as construction and operations characteristics. The Owner may reject requests without providing reasons for rejection. Where the use of the proposed alternative materials or equipment requires modifications to the work of any other Trade, the Bid shall be deemed to include all related costs.

7. **INSURANCE**

The successful Bidder shall be required to provide insurance as described in the General Conditions, Section 21.

8. **GOVERNING REGULATIONS**

The Bidder's attention is drawn to the requirements outlined in the following General Conditions:

- GC 16 TAXES AND DUTIES
- GC 17 LAWS, NOTICES, PERMITS AND FEES
- GC 18 PATENT FEES
- GC 19 YUKON ACTS

9. **BID DEPOSITORY**

If the tender advertisement for this project states that the Bid Depository must be used, then the Yukon Bid Depository and all aspects of the current Bid Depository Rules, as laid down by the Yukon Contractors' Association, will apply to this project. Any bid submitted contrary to any part of the Bid Depository Rules shall be rejected.

# Yukon Business Incentive Policy for Construction - Eligibility Statement -

---



## This contract:

\_\_\_\_\_ is eligible

**For rebates under the Yukon  
Business Incentive Policy  
for Construction.**

\_\_\_\_\_ is not eligible

## General Information - On eligible construction contracts:

- **Yukon Apprentice** incentive rebates are available to General and Subcontractors on all eligible construction contracts, regardless of contract value. *(The rebate is 15% of the total wages including specific benefits. A Yukon apprentice is a Yukon resident who has a valid apprenticeship contract and is registered as an apprentice with the Director of Apprenticeship Training in the Yukon)*
- **Yukon Youth** incentive rebates are available to General and Subcontractors on all eligible construction contracts, regardless of contract value. This rebate can be claimed for wages paid to Yukon youth who are not enrolled in an apprenticeship program. *(The rebate is 15% of the total wages including specific benefits. A Yukon youth is a Yukon resident who is aged 24 or younger)*
- **Yukon Materials** incentive rebates are available to manufacturers of Yukon materials incorporated into eligible contracts, *regardless of contract value.* *(Refer to Construction Materials Incentive Rebate Schedule. Value is determined by actual price paid to the manufacturer - excluding installation - times applicable rebate rate)*
- **Yukon Labour** incentive rebates are available to General and Subcontractors on all eligible construction contracts where the award price is \$100,000.00 or greater (initial award value - subsequent change orders will not alter the original determination). *(A minimum 80% of the total wages, including specific benefits, must have been paid to or on behalf of Yukon residents in order for the Contractor to claim a rebate. A 5% rebate will be paid on the first 80% of the total wage and benefit cost, 15% on the next 10%, and 20% on the last 10%. A Yukon resident is a person who resides in the Yukon and has maintained a valid Yukon Health Insurance Plan Registration for at least 90 days immediately prior to the date of hire)*

---

**For further information, contact the Business Incentive Office at (867) 667-3505.**

All contracts for public works between the Government of the Yukon and contractors are subject to the Fair Wage Schedule.

The Fair Wage Schedule applies to the following public works:

- a) building construction
- b) heavy construction
- c) road, sewer and watermain construction

The Fair Wage Schedule rates apply to all contractors and subcontractors. These are the minimum rates which must be paid to employees engaged on or in connection with public works. The Fair Wage Schedule makes provision for special rates which are payable to apprentices. The Apprentice Training Act and regulations (available from the Department of Education) set out the applicable apprentice percentages.

Order-In-Council 1999/20 sets out the Fair Wage Schedule that is currently in effect at the tender closing date.

Order-In-Council 1986/44 (Fair Wage Regulation) sets out that:

1. the Fair Wage Schedule must be paid by contractors and subcontractors.
2. the Fair Wage Schedule must be posted in a conspicuous place on the work-site where it is most likely to come to the attention of employees.

---

## **CATEGORY A**

Effective April 1, 2000, the prevailing wage rate for all classes in Category A is \$23.50 per hour.

### **CLASSES**

- Boilermaker (erection and repair)
- Bricklayer and Stone Mason
- Carpenter
- Crane Operator (overhead, climbing, skyway or equivalent)
- Diver
- Electrician
- Elevator Mechanic
- Glass and Metal Installer
- Head Cook, Camp (camp size over 100 persons)
- Heavy Equipment Mechanic
- Heavy Equipment Operator (dragline, gradall, pile driver, shovel, mobile crane)
- Interior Systems Mechanic (metal framing and walls, drywall application, drywall contact and suspended ceilings, acoustical and metal linear ceiling, demountable partition, shaft wall and access floor systems; plenum barriers, fireproofing and plasterers)
- Linesperson (electric)
- Mechanical Systems Insulator
- Millright
- Plumber, Steamfitter and Welder (pipe)

- Refrigeration Mechanic
  - Sheet Metal Mechanic
  - Sprinkler System Installer
  - Structural Steel Erector (includes reinforcing Ironworker)
  - Surveyor
  - Tile Setter
  - Welder - General (acetylene and electric)
1. The payment of wages to an apprentice in a Category A class occupation shall be based on the applicable percentage of the wage rate for that trade as prescribed by the Apprentice Training Act.
  2. Where there is no recognized apprenticeship training program in the Yukon and where a person is engaged in activities at the same level and in circumstances similar to an apprentice in a Category A class occupation the person shall be paid no less than the applicable apprentice percentage of the rate for this category.
  3. A person who is enrolled in recognized trades training obtained through a cooperative education program and is engaged in activities and in circumstances similar to an apprentice in a Category A class occupation, shall be paid no less than the applicable apprentice percentage of the rate for this category.

## ***CATEGORY B***

Effective April 1, 2000, the prevailing wage rate for all classes in Category B is \$21.06 per hour.

### ***CLASSES***

- Asphalt or Concrete Spreader Operator
- Batchperson (operator of asphalt or concrete plant)
- Blaster
- Cement Finisher
- Compressor Operator
- Concrete Mixer Operator
- Driller
- Float Driver
- Floor Covering Installer (includes carpet and resilient tile)
- Head Cook, Camp (camp size 1 - 100 persons)
- Heavy Equipment Operator (tracked backhoe, rubber tire backhoe, bulldozer, front end loaders, graders, scrapers or equivalent)
- Heavy Equipment Servicer
- Hoist Operator
- Ornamental and Miscellaneous Metal Erector
- Painter and Paper Hanger
- Pipelayer
- Roofer
- Truck Driver (heavy - 10 ton G.V.W. and up)



---

## **CATEGORY C**

Effective April 1, 2000, the prevailing wage rate for all classes in Category C is \$18.68 per hour.

### **CLASSES**

- Blaster's Helper
- Concrete Floatperson (puddleperson, screedperson)
- Second Cook/Baker, Camp
- Surveyor's Helper
- Truck Driver (G.V.W. - 3 to 10 Tons)

---

## **CATEGORY D**

Effective April 1, 2000, the prevailing wage rate for all classes in Category D is \$16.95 per hour.

### **CLASSES**

- Asphalt Raker
- Camp/Kitchen Helper
- Driller's Helper
- First Aid Attendant
- Flagperson
- Jackhammer Operator
- Labourer
- Mortar Person
- Pump Tender
- Roller Operator (roller, packer or compactor)
- Roofer's Helper
- Watchperson or Security Guard

**GOVERNMENT OF THE YUKON**  
**Stipulated Price Contract**

- DEFINITIONS •
- ARTICLES OF AGREEMENT •
- GENERAL CONDITIONS •

# TABLE OF CONTENTS

DEFI NI TI ONS	PAGE
1. The Contract .....	1
2. Contract Documents.....	1
3. Owner .....	1
4. Consultant.....	1
5. Engineer .....	1
6. Contractor .....	1
7. Subcontractor .....	1
8. The Project .....	1
9. The Work.....	1
10. Products.....	1
11. Other Contractor.....	1
12. Place of the Work .....	1
13. Time.....	2
14. Substantial Performance of the Work.....	2
15. Total Performance of the Work.....	2
16. Changes in the Work.....	2

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

Article A-1 The Work.....	3
Article A-2 Contract Documents .....	4
Article A-3 Contract Price .....	5
Article A-4 Payment .....	5
Article A-5 Rights and Remedies.....	6
Article A-6 Receipt of and Addresses for Notices.....	6
Article A-7 Law of the Contract.....	6
Article A-8 Security .....	7
Article A-9 Succession .....	8

## GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT

### GENERAL

GC 1 Documents .....	9
GC 2 Additional Instructions.....	9
GC 3 Consultant.....	10
GC 4 Owner .....	10
GC 5 Delays.....	11
GC 6 Owner's Right to Perform Work or Stop the Work or Terminate Contract .....	11
GC 7 Contractor's Right to Stop the Work or Terminate Contract .....	12
GC 8 Disputes.....	12
GC 9 Assignment .....	14
GC 10 Other Contractors.....	14
GC 11 Subcontractors .....	14

## CHANGES

GC 12	Changes in the Work.....	15
GC 13	Valuation and Certification of Changes in the Work.....	15

## PAYMENTS

GC 14	Applications for Payment.....	16
GC 15	Certificates and Payments.....	16

## GOVERNING REGULATIONS

GC 16	Taxes and Duties.....	19
GC 17	Laws, Notices, Permits and Fees.....	19
GC 18	Patent Fees.....	19
GC 19	Yukon Acts.....	20

## INSURANCE, PROTECTION AND DAMAGE

GC 20	Indemnification.....	20
GC 21	Insurance.....	20
GC 22	Protection of Work and Property.....	21
GC 23	Damages and Mutual Responsibility.....	22

## PERFORMANCE PROTECTION

GC 24	Contract Security.....	22
GC 25	Warranty.....	22

## EXECUTION OF THE WORK

GC 26	Contractors Responsibilities and Control of the Work.....	23
GC 27	Superintendence.....	23
GC 28	Labour and Products.....	23
GC 29	Subsurface Conditions.....	24
GC 30	Use of the Work.....	24
GC 31	Cleanup and Final Cleaning of the Work.....	24
GC 32	Cutting and Remedial Work.....	24
GC 33	Inspection of the Work.....	24
GC 34	Rejected Work.....	25
GC 35	Shop Drawings.....	25

## ALLOWANCES

GC 36	Cash Allowances.....	26
GC 37	Contingency Allowance.....	26

## FIRE PROTECTION

GC 38	Fire Protection.....	26
-------	----------------------	----

## DEFINITIONS

The following Definitions shall apply to all Contract Documents.

1. THE CONTRACT

The Contract Documents form the Contract. The Contract is the undertaking by the parties to perform their respective duties, responsibilities and obligations as prescribed in the Contract Documents and represents the entire agreement between the parties. The Contract supersedes all prior negotiations, representations or agreements, either written or oral, including the bidding documents. The Contract may be amended only as provided in the General Conditions of the Contract.

2. CONTRACT DOCUMENTS

The Contract Documents consist of the executed Agreement between the Owner and Contractor, the General Conditions of the Contract, Supplementary Conditions, Definitions, specifications, drawings and such other documents as are listed in Article A-2 - CONTRACT DOCUMENTS including amendments thereto incorporated before the execution of the Contract and subsequent amendments thereto made pursuant to the provisions of the Contract and agreed upon between the parties.

3. OWNER

The Owner means the Government of Yukon or its authorized agent or representative as designated to the Contractor in writing. The Owner is referred to throughout the Contract Documents as if singular in number.

4. CONSULTANT

The Consultant is the person, partnership or corporation identified as such in the Agreement, and is an Architect or Engineer licensed to practice in the province or territory of the Place of the Work, and is referred to throughout the Contract Documents as if singular in number.

5. ENGINEER

The Engineer where referred to in these documents shall mean that person, partnership or corporation appointed by the Owner to undertake specific engineering functions.

6. CONTRACTOR

The Contractor is the person, partnership or corporation identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or his/her authorized representative as designated to the Owner in writing.

7. SUBCONTRACTOR

A Subcontractor is a person, partnership or corporation who does not have a contract directly with the Owner but does have a contract with a Contractor of the Owner and under that contract is providing labour, equipment, material or services to the Contractor of the Owner in respect of the Contract with the Owner.

8. THE PROJECT

The Project means the total construction contemplated of which the Work may be the whole or a part.

9. THE WORK

The Work means the total construction and related services required by the Contract Documents.

10. PRODUCTS

Products means material, machinery, equipment and fixtures forming the Work but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work and normally referred to as construction machinery and equipment.

11. OTHER CONTRACTOR

Other Contractor means a person, partnership or corporation employed by or having a separate contract directly or indirectly with the Owner for work other than that required by the Contract Documents.

12. PLACE OF THE WORK

The Place of the Work is the designated site or location of the Project of which the Work may be the whole or a part.

13. TIME
- (a) The Contract Time is the time stipulated in the Contract Documents for Substantial Performance of the Work.
  - (b) The date of Substantial Performance of the Work is the date certified as such by the Owner.
  - (c) Day means the calendar day.
  - (d) Working day means days other than Saturdays, Sundays and holidays which are observed by the construction industry in the area of the Place of the Work.
14. SUBSTANTIAL PERFORMANCE OF THE WORK
- Substantial Performance of the Work is as defined in the lien legislation applicable to the Place of the Work. If such legislation is not in force or does not contain such definition, Substantial Performance of the Work shall have been reached when the Work is ready for use or is being used for the purpose intended and is so certified by the Owner. "Government of Yukon Standard Guide for Take-over Procedures" which applies is included in the Contract Documents and labelled "Appendix B".
15. TOTAL PERFORMANCE OF THE WORK
- Total Performance of the Work means when the entire Work, except those items arising from the provisions of GC 25 - WARRANTY, has been performed to the requirements of the Contract Documents and is so certified by the Owner.
16. CHANGES IN THE WORK
- Changes in the Work means additions, deletions, or other revisions to the Work within the general scope of the Contract.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

for use when a stipulated price forms the basis of payment and to be used only with the General Conditions of the Stipulated Price Contract.

THIS AGREEMENT made on  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

by and between

THE GOVERNMENT OF YUKON

hereinafter called the "Owner"

AND

\_\_\_\_\_  
hereinafter called the "Contractor"

WITNESSES: that the parties agree as follows:

ARTICLE A-1 THE WORK

The Contractor shall:

- (a) perform the Work required by the Contract Documents for (insert here the title of the Work and the Project):

which have been signed by the parties, and which were prepared by \_\_\_\_\_  
\_\_\_\_\_ acting as and hereinafter called the "Consultant" and

- (b) do and fulfill everything indicated by this Agreement, and  
(c) commence the Work within ten (10) days of notice of Contract award and attain Substantial Performance of the Work, as certified by the Owner, no later than the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

ARTICLE A-2 CONTRACT DOCUMENTS

The following is an exact list of the Contract Documents referred to in Article A-1 of this Agreement and as defined in item 2 of DEFINITIONS. This list is subject to subsequent amendments in accordance with the provisions of the Contract and agreed upon between the parties. Terms used in the Contract Documents which are defined in the attached DEFINITIONS shall have the meanings designated in those DEFINITIONS.

(Insert here, attaching additional pages if required, a list identifying the Contract Documents including: The Agreement, General Conditions, Supplementary Conditions, Definitions, drawings, giving drawing number, title, date, revision date or mark, and specifications, giving a list of contents with section numbers and titles, number of pages, and date or revision marks. Clearly identify modifications to the Contract Documents.)



ARTICLE A-3 CONTRACT PRICE

The Contract Price is

\_\_\_\_\_ dollars

(\$\_\_\_\_\_) in Canadian funds, which price shall be subject to adjustments as may be required in accordance with the provisions of the Contract Documents.

ARTICLE A-4 PAYMENT

- (a) Subject to applicable legislation and the provisions of the Contract Documents, and in accordance with legislation and statutory regulations respecting holdback percentages and, where such legislation or regulations do not exist or apply, subject to a holdback of:

five percent (5%) of the value of the work performed and the materials supplied under the terms of the Contract.

the Owner shall:

- (1) make payments in Canadian funds to the Contractor on account of the Contract Price. The amounts of such payments shall be as certified by the Owner and
  - (2) upon Substantial Performance of the Work as certified by the Owner, pay to the Contractor all holdback monies due except five percent of the Contract Price, unless a surety bond or an Irrevocable Letter of Guaranteed Credit acceptable to the Owner has been provided, in which case all holdback monies due will be released, and
  - (3) upon Total Performance of the Work as certified by the Owner, pay to the Contractor the unpaid balance of the Contract Price then due, and
  - (4) upon expiry of the Warranty period, pay to the Contractor the unpaid balance of the holdback monies then due, if any.
- (b) Before a second and all subsequent progress claims are accepted for payment, the Contractor shall submit a statutory declaration acceptable to the Owner, affirming that all the Contractor's lawful obligations to labour forces, subcontractors and suppliers of material in respect of the Work contracted for are fully discharged. A statutory declaration shall be required for the first progress payment only if it is also the payment for Substantial or Total Performance.
- (c) If the Owner fails to make payments to the Contractor as they become due under the terms of this Contract or in an award by arbitration or court, interest at the prevailing Bank of Canada rate on such unpaid amounts shall also become due and payable until payment. Such interest shall be calculated and added to any unpaid amounts monthly.

ARTICLE A-5 RIGHTS AND REMEDIES

- (a) The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- (b) No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded any of 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 agreed in writing.

ARTICLE A-6 RECEIPT OF AND ADDRESSES FOR NOTICES

Communications in writing between the parties shall be considered to have been received by the Addressee on the date of delivery if delivered by hand or dispatched by facsimile to the individual or to a member of the firm or to an officer of the corporation for whom they are intended or if sent by post, to have been delivered within five (5) working days of the date of mailing, when addressed as follows:

The Owner at

---

(street and number and postal box number, if applicable)

---

(post office or district, territory, postal code)

Fax Number: (867) 667-5349

The Contractor at

---

(street and number and postal box number, if applicable)

---

(post office or district, territory or province, postal code)

Fax Number: \_\_\_\_\_

ARTICLE A-7 LAW OF THE CONTRACT

The law of the Place of the Work shall govern the interpretation of the Contract.

ARTICLE A-8 SECURITY

(a) The amount of \$ \_\_\_\_\_, which has been deposited with the Owner by the Contractor as a security deposit for the due fulfillment of the Contract will be dealt with in accordance with the provisions concerning security deposit contained in the General Conditions, section 24.

OR

(b) To ensure fulfillment of the Contract, the Contractor has furnished and the Owner accepts:

Performance Bond No. \_\_\_\_\_

in the amount of \$ \_\_\_\_\_

dated the \_\_\_\_\_ day of \_\_\_\_\_, AND

Labour and Material Payment Bond No. \_\_\_\_\_

in the amount of \$ \_\_\_\_\_

dated the \_\_\_\_\_ day of \_\_\_\_\_, ISSUED BY:

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_

The Contractor shall post at the Place of the Work a notice that a Labour and Material Payment Bond is in force together with the name and address of the surety, definition of those persons protected thereunder and an outline of the procedure for submitting a claim thereunder.

ARTICLE A-9 SUCCESSION

The General Conditions of the Stipulated Price Contract hereto annexed, and the other aforesaid Contract Documents, are to be read into and form part of this Agreement and the whole shall constitute the Contract between the parties and subject to law and the provisions of the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, legal representatives, successors and assigns.

In witness whereof the parties hereto have executed this Agreement under their respective corporate seals and by the hands of their proper officers thereunto duly authorized.

SIGNED, SEALED AND DELIVERED

by:

in the presence of:

OWNER

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(witness)*

\_\_\_\_\_  
*(name and title)*

\_\_\_\_\_  
*(name and title)*

CONTRACTOR

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(name and title)*

\_\_\_\_\_  
*(signature)*

\_\_\_\_\_  
*(witness)*

\_\_\_\_\_  
*(name and title)*

\_\_\_\_\_  
*(name and title)*

N.B. Where legal jurisdiction, local practice, or Owner or Contractor requirement calls for proof of authority to execute this document, proof of such authority in the form of a certified copy of a resolution naming the person or persons in question as authorized to sign the Agreement for and on behalf of the person, partnership or corporation parties to this Agreement, should be attached.

THE GENERAL CONDITIONS OF THE STIPULATED PRICE CONTRACT  
(hereinafter referred to as the General Conditions)

GC 1 DOCUMENTS

- 1.1 The Contract Documents shall be signed by the Owner and the Contractor.
- 1.2 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all.
- 1.3 The intent of the Contract Documents is to include the labour, products and services necessary for the performance of the Work in accordance with these documents. It is not intended, however, that the Contractor shall supply products or perform work not consistent with, covered by or properly inferable from the Contract Documents.
- 1.4 Words and abbreviations which have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.5 References to the singular shall be considered to include the plural as the context requires.
- 1.6 In the event of conflicts between Contract Documents the following shall apply:
  - (a) figured dimensions shown on a drawing shall govern even though they may differ from dimensions scaled on the same drawing,
  - (b) drawings of larger scale shall govern over those of smaller scale of the same date,
  - (c) specifications shall govern over drawings,
  - (d) architectural drawings and specifications shall govern over other drawings and specifications of the same date and overall schedules,
  - (e) the General Conditions shall govern over specifications,
  - (f) Supplementary Conditions shall govern over the General Conditions, and
  - (g) the executed Agreement between the Owner and Contractor shall govern over all documents.Notwithstanding the foregoing, documents of later date shall always govern.
- 1.7 The Contractor shall be provided without charge with as many copies of the Contract Documents or parts thereof as are necessary for the performance of the Work.
- 1.8 The Contractor shall keep one copy of current Contract Documents and shop drawings at the Place of the Work, in good order and available to the Owner and his/her representatives. This requirement shall not be considered to include the executed set of Contract Documents.
- 1.9 Drawings, specifications, models and copies thereof furnished by the Owner are and shall remain his/her property with the exception of the signed contract sets belonging to each party to this Contract. Such documents and models are to be used only with respect to the Work and are not to be used on other work. Such documents and models are not to be copied or revised in any manner without written authorization of the Owner.
- 1.10 Models furnished by the Contractor at the Owner's expense are the property of the Owner.

GC 2 ADDITIONAL INSTRUCTIONS

- 2.1 During the progress of the Work the Consultant will furnish to the Contractor such additional instructions to supplement the Contract Documents as may be necessary for the performance of the Work. Such instructions shall be consistent with the intent of the Contract Documents.
- 2.2 Additional instructions may be in the form of specifications, drawings, samples, models or other written instructions.
- 2.3 Additional instructions will be issued with reasonable promptness and in accordance with a schedule agreed upon for such instructions.

### GC 3 CONSULTANT

- 3.1 The Consultant will be the Owner's agent during construction and until completion of any correction of defects under the provisions of GC 25 - WARRANTY, paragraph 25.2, or until the issuance of the certificate of Total Performance of the Work, whichever is later.
- 3.2 The Consultant will be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder.
- 3.3 Claims, disputes and other matters in question relating to the performance of the Work or the interpretation of the Contract Documents shall be referred initially to the Consultant in writing for decision which he/she will give in writing within a reasonable time.
- 3.4 The Consultant will review and take appropriate action upon the Contractor's submittals such as shop drawings, product data, and samples in accordance with the requirements of the Contract Documents.
- 3.5 The Consultant will have authority to reject work which in his/her opinion does not conform to the requirements of the Contract Documents. Whenever he/she considers it necessary or advisable he/she will have authority to require special inspection or testing of work whether or not such work be then fabricated, installed or completed. However, neither the Consultant's authority to act nor any decision made by him/her either to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Consultant to the Contractor, his/her Subcontractors, or their agents, employees or other persons performing any of the Work.
- 3.6 Nothing contained in the Contract Documents shall create any contractual relationship between the Consultant and the Contractor, his/her Subcontractors, his/her suppliers, or their agents, employees or other persons performing any of the Work.
- 3.7 The Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Consultant will not be responsible for or have control or charge over the acts or omissions of the Contractor, his/her Subcontractors or their agents, employees or other persons performing any of the Work.
- 3.8 The Consultant will visit the site at intervals appropriate to the progress of construction to familiarize himself/herself with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Consultant's periodic inspections will not relieve the Contractor of his/her contractual responsibilities.
- 3.9 The Consultant will conduct inspections in accordance with the requirements of GC 15 - CERTIFICATES AND PAYMENTS.

### GC 4 OWNER

- 4.1 The Owner will provide administration of this Contract as described in the Contract Documents.
- 4.2 The Owner will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs required for the Work in accordance with the applicable construction safety legislation, other regulations or general construction practice. The Owner will not be responsible for or have control or charge over the acts or omissions of the Contractor, his/her Subcontractors or their agents, employees or other persons performing any of the Work.
- 4.3 The Owner will visit the site at intervals appropriate to the progress of construction to familiarize himself/herself with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Owner's periodic inspections will not relieve the Contractor nor the Consultant of their contractual responsibilities.
- 4.4 Based on the Owner's observations and his/her evaluation of the Contractor's applications for payment, the Owner will determine the amounts owing to the Contractor under the Contract and will issue certificates for payment in such amounts, as provided in Article A-4 - PAYMENT and GC 15 - CERTIFICATES AND PAYMENTS.
- 4.5 The Consultant will prepare and the Owner will approve change orders in accordance with the requirements of GC 12 - CHANGES IN THE WORK.
- 4.6 The Owner will conduct inspections to determine the dates of Substantial Performance of the Work and Total Performance of the Work in accordance with the requirements of GC 15 - CERTIFICATES AND PAYMENTS. He/she will receive and review written warranties and related documents required by the Contract and provided by the Contractor.

## GC 5 DELAYS

- 5.1 If the Contractor is delayed in the performance of the Work by an act or omission of the Owner, Other Contractor, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the Contract Time shall be extended for such reasonable time as the Owner may determine after consideration of the recommendation of the Consultant and after consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- 5.2 If the Contractor is delayed in the performance of the Work by a stop work order issued by a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or anyone employed or engaged by him/her directly or indirectly, then the Contract Time shall be extended for such reasonable time as the Owner may determine after consideration of the recommendation of the Consultant and after consultation with the Contractor. The Contractor shall be reimbursed by the Owner for reasonable costs incurred by the Contractor as the result of such delay.
- 5.3 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs (including lock-outs decreed or recommended for its members by a recognized contractors' association, of which the Contractor is a member or to which the Contractor is otherwise bound), fire, unusual delay by common carriers or unavoidable casualties or, without limit to any of the foregoing, by a cause beyond the Contractor's control, then the Contract Time shall be extended for such reasonable time as the Owner may determine after consideration of the recommendation of the Consultant and after consultation with the Contractor, but in no case shall the extension of time be less than the time lost as the result of the event causing the delay, unless such shorter extension be agreed to by the Contractor. The Contractor shall not be entitled to payment for costs incurred as the result of such delays unless such delays are as the result of actions by the Owner.
- 5.4 No extension shall be made for delay unless written notice of claim is given to the Owner not later than fourteen (14) days after the commencement of delay, providing however, that in the case of a continuing cause of delay only one notice of claim shall be necessary.
- 5.5 If no schedule is made under GC 2 - ADDITIONAL INSTRUCTIONS, no claim for delay shall be allowed because of failure to furnish instructions until fourteen (14) days after demand for such instructions has been made and not then unless such claim is reasonable.
- 5.6 The Owner will not, except by written notice to the Contractor, stop or delay the Work pending instructions or proposed changes in the Work.

## GC 6 OWNER'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT

- 6.1 If the Contractor should be adjudged bankrupt, or makes a general assignment for the benefit of creditors because of his/her insolvency or if a receiver is appointed because of his/her insolvency, the Owner may, without prejudice to any other right or remedy he/she may have, by giving the Contractor or receiver or trustee in bankruptcy written notice, terminate the Contract.
- 6.2 If the Contractor should neglect to prosecute the Work properly or otherwise fails to comply with the requirements of the Contract to a substantial degree and has received written notice that sufficient cause exists, the Owner may notify the Contractor in writing that he/she is in default of his/her contractual obligations and instruct him/her to correct the default in the six (6) working days immediately following the receipt of such notice.
- 6.3 If the correction of the default cannot be completed in the six (6) working days specified, the Contractor shall be in compliance with the Owner's instructions if he/she:
  - (a) commences the correction of the default within the specified time, and
  - (b) provides the Owner with an acceptable schedule for such correction, and
  - (c) completes the correction in accordance with such schedule.
- 6.4 If the Contractor fails to correct the default in the time specified or subsequently agreed upon, the Owner, without prejudice to any other right or remedy he/she may have, may:
  - (a) correct such default and deduct the cost thereof from any payment then or thereafter due the Contractor, or
  - (b) terminate the Contractor's right to continue with the Work in whole or in part or terminate the Contract.

- 6.5 If the Owner terminates the Contractor's right to continue with the Work under the conditions set out in this General Condition, he/she shall:
- (a) be entitled to take possession of the premises and products and utilize the construction machinery and equipment, the whole subject to the rights of third parties, and finish the Work by whatever method he/she may consider expedient but without undue delay or expense, and
  - (b) withhold further payments to the Contractor until the Work is finished, and
  - (c) upon Total Performance of the Work, charge the Contractor the amount by which the full cost of finishing the Work, including compensation to the Consultant for his/her additional services where applicable and a reasonable allowance to cover the cost of corrections to work performed by the Contractor that may be required under GC 25 - WARRANTY, exceeds the unpaid balance of the Contract Price; however, if such cost of finishing the Work is less than the unpaid balance of the Contract Price, he/she shall pay the Contractor the difference, and
  - (d) on expiry of the warranty period, charge the Contractor the amount by which the cost of corrections to his/her work under GC 25 - WARRANTY exceeds the allowance provided for such corrections, or if the cost of such corrections is less than the allowance, pay the Contractor the difference.
- 6.6 If a Performance Bond has been provided by the Contractor, the provisions of this General Condition shall be exercised in accordance with the conditions of such Performance Bond.
- 6.7 The Contractor's obligation under the Contract as to quality, correction and warranty of the work performed by him/her up to the time of termination shall continue in force after such termination.

#### GC 7 CONTRACTOR'S RIGHT TO STOP THE WORK OR TERMINATE CONTRACT

- 7.1 If the Work should be stopped or otherwise delayed for a period of thirty (30) days or more under an order of a court or other public authority and providing that such order was not issued as the result of an act or fault of the Contractor or of anyone directly or indirectly employed or engaged by him/her, the Contractor may, without prejudice to any other right or remedy he/she may have, terminate the Contract by giving the Owner written notice.
- 7.2 The Contractor may notify the Owner in writing, with a copy to the Consultant, if any, that the Owner is in default of his/her contractual obligations if:
- (a) the Owner fails to issue a certificate in accordance with the provisions of GC 15 - CERTIFICATES AND PAYMENTS, or
  - (b) the Owner fails to pay the Contractor when due the amounts certified or awarded by arbitration or court, or
  - (c) the Owner violates the requirements of the Contract to a substantial degree and sufficient cause exists.
- The Contractor's written notice to the Owner shall advise that if the default is not corrected in the six (6) working days immediately following the receipt of the written notice the Contractor may, without prejudice to any other right or remedy he/she may have, stop the Work or terminate the Contract.
- 7.3 If the Contractor terminates the Contract under the conditions set out above, he/she shall be entitled to be paid for all work performed including reasonable fee and for loss sustained upon products and construction machinery and equipment and such other damages as the Contractor may have sustained as a result of the termination of the Contract.

#### GC 8 DISPUTES

- 8.1 Differences between the parties to the Contract as to the interpretation, application or administration of the Contract or any failure to agree where agreement between the parties is called for ("disputes"), which are not resolved in the first instance by decision of the Consultant, or where the dispute is in respect of a matter in which the Consultant has no authority to make a decision, shall be settled in accordance with the requirements of this General Condition.



- 8.2 If a party disputes a decision or action of the Consultant made pursuant to paragraph 8.1 or, where the dispute is in respect of a matter in which the Consultant has no authority to make a decision and a party disputes a decision or action of the other party, it shall notify the other party and the Consultant in writing no later than 15 working days after either the receipt of the Consultant's or the decision or action of the other party as the case may be, that it intends to dispute the decision or action, and such notice shall set forth particulars of the matters in dispute the decision or action, and such notice shall set forth particulars of the matters in dispute, the probable extent and value of damage and the relevant provisions of the Contract Documents. The other party shall reply to such notice no later than 10 working days after its receipt, setting out in such reply the grounds and relevant provisions of the Contract Documents. Should a party fail to send such a notice, it shall be deemed to have accepted the decision of the Consultant or the decision or action of the other party and to have expressly waived and released the other party from any claims in respect of the matter set out in the decision of the Consultant or the decision or action of the other party.
- 8.3 The parties shall make all reasonable efforts to resolve a dispute by negotiation and agree to provide, on a without prejudice basis, frank and timely disclosure of relevant facts, information and documents to facilitate such negotiations. If the matter in dispute is not resolved promptly by such negotiations, the Consultant will recommend that the Owner give such instructions as the Consultant considers necessary for the proper performance of the Work and to prevent delays pending settlement of the dispute. The parties shall act immediately according to such instructions, it being understood that by doing so neither party will jeopardize any claim it may have. If it is subsequently determined that such instructions were in error or at variance with the Contract Documents, the Owner shall pay the Contractor reasonable costs incurred by the Contractor in carrying out such instructions which the Contractor was required to do beyond what the Contract Documents correctly understood and interpreted would have required the Contractor to do, including costs resulting from interruption of the Work.
- 8.4 It is agreed that no act by either party shall be construed as a renunciation or waiver of any of their rights or recourses, provided that they have given the notices in accordance with paragraph 8.2 and have carried out the instructions as provided in paragraph 8.3.
- 8.5 In recognition of the obligation of the Contractor to perform the disputed work as provided in paragraph 8.3 and subject to paragraph 8.9, settlement of dispute proceedings shall be commenced immediately following receipt of the reply pursuant to paragraph 8.2 in accordance with the procedure set out in this General Condition.
- 8.6 If the parties are unable to resolve a dispute within 10 working days of commencing negotiation, they shall submit the dispute to mediation in accordance with the most recent version of the "Rules for Mediation of CCDC 2 Construction Disputes" as prescribed in the Standard Construction Document - CCDC 40 - 1994 published by the Canadian Construction Documents Committee (the "Mediation Rules") with the necessary changes in detail to reference this Contract and its relevant terms. The parties shall appoint a Project Mediator acceptable to both parties pursuant to the Mediation Rules within 10 working days of the failure of negotiation and whose expenses shall be borne half by the Owner and half by the Contractor. However, if the parties are unable to agree on a Project Mediator within 15 working days after the failure of negotiation, Mediation Yukon or another neutral appointing authority agreed to by both parties shall appoint the Project Mediator.
- 8.7 If mediation pursuant to paragraph 8.6 does not result in a resolution of the dispute within 10 working days of the commencement of mediation or such further period agreed by the parties, the Project Mediator shall terminate the mediation by giving notice in writing to both parties and, either party may, by giving a notice to arbitrate in writing to the other party no later than 10 working days after the date of notice of termination of the mediation, refer the dispute to binding arbitration in the Yukon under the most recent version of the "Rules for Arbitration of CCDC 2 Construction Disputes" as prescribed in the Standard Construction Document - CCDC 40 - 1994 (the "Arbitration Rules") with the necessary changes in detail to reference this Contract and its relevant terms. If the parties, within the time limits specified in the Arbitration Rules, are unable to agree on a single arbitrator or if the two arbitrators chosen by the parties are unable to reach agreement on a third arbitrator where the amount in dispute exceeds \$250,000, either party may request in writing, with a copy to the other party, that Mediation Yukon or another neutral authority agreed to by both parties appoint such an arbitrator.
- 8.8 On expiration of the 10 working days for giving notice to arbitrate, the agreement to arbitrate under paragraph 8.7 is not binding on the parties and, if such a notice is not given within the required time, the parties may refer the unresolved dispute to the courts or to any form of dispute resolution, including arbitration, which they have agreed to use.
- 8.9 If neither party expressly requires in the notice to arbitrate that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 8.7 shall be held in abeyance until the earlier of: Substantial Performance of the Work; the Contract has been terminated; or the Contractor has abandoned the Work and such disputes shall be consolidated into a single arbitration under the Arbitration Rules.

## GC 9 ASSIGNMENT

- 9.1 Neither party to the Contract shall assign the Contract or a portion thereof without the written consent of the other, which consent shall not be unreasonably withheld.

## GC 10 OTHER CONTRACTORS

- 10.1 The Owner reserves the right to let separate contracts in connection with the Project of which the Work is a part, or do certain work by his/her own forces.
- 10.2 When separate contracts are awarded for different parts of the Project, or work is performed by the Owner's own forces, the Owner shall:
- (a) provide for the co-ordination of the work of his/her own forces and of each separate contract with the Work of this Contract, and
  - (b) ensure that insurance coverage is provided to the same requirements as are called for in GC 21 - INSURANCE. Such insurance shall be co-ordinated with the insurance coverage of this Contractor as it affects the Work of this Contract.
- 10.3 The Contractor shall co-ordinate the Work of this Contract with the work of Other Contractors and connect as specified or shown in the Contract Documents. If there is a change in the scope of the work required for the planning and performance of this co-ordination and connection, the changes shall be authorized in accordance with GC 12 - CHANGES IN THE WORK, and the value of the changes shall be determined in accordance with GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 10.4 The Contractor shall report to the Owner any apparent deficiencies in Other Contractors' work which would affect the Work of this Contract immediately they come to his/her attention and shall confirm such report in writing. Failure by the Contractor to so report shall invalidate any claims against the Owner by reason of the deficiencies of Other Contractors' work except as to those of which he/she was not reasonably aware.
- 10.5 The Owner shall take all reasonable precautions to avoid labour disputes or other disputes on the Project arising from the work of Other Contractors.

## GC 11 SUBCONTRACTORS

- 11.1 The Contractor agrees to preserve and protect the rights of the parties under the Contract with respect to work to be performed under subcontract and to:
- (a) enter into contracts or written agreements with his/her Subcontractors to require them to perform their work in accordance with and subject to the terms and conditions of the Contract Documents, and
  - (b) be as fully responsible to the Owner for acts and omissions of his/her Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him/her.
- The Contractor therefore agrees that he/she will incorporate the terms and conditions of the Contract Documents into all subcontract agreements he/she enters into with his/her Subcontractors.
- 11.2 The Contractor agrees to employ only those Subcontractors proposed by him/her in writing on Page 5 of Form of Tender BD1 and accepted by the Owner with the acceptance of the tender.
- 11.3 The Owner may, for reasonable cause, object to the use of a proposed Subcontractor and require the Contractor to employ one of the other subcontract bidders.
- 11.4 In the event that the Owner requires a change from a proposed Subcontractor the Contract Prices shall be adjusted by the difference in cost and mark-up occasioned by such required change.
- 11.5 The Contractor shall not be required to employ as a Subcontractor a person or firm to whom he/she may reasonably object.
- 11.6 The Owner may, upon reasonable request and at his/her discretion, provide to a Subcontractor information as to the percentage or quantity of the Subcontractor's work which has been certified for payment.
- 11.7 Nothing contained in the Contract Documents shall create a contractual relationship between a Subcontractor and the Owner.

## GC 12 CHANGES IN THE WORK

- 12.1 Except as provided in GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK, paragraph 13.6:
- (a) the Owner, after consideration of the recommendation of the Consultant, may, without invalidating the Contract, make Changes in the Work with the Contract Price and Contract Time being adjusted accordingly by written order, and
  - (b) no Changes in the Work shall be proceeded with without a written order signed by the Owner and no claim for a change in the Contract Price or change in the Contract Time shall be valid unless so ordered and at the same time valued or agreed to be valued as provided in GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

## GC 13 VALUATION AND CERTIFICATION OF CHANGES IN THE WORK

- 13.1 The value of a change shall be determined in one or more of the following methods:
- (a) by estimate and acceptance in a lump sum;
  - (b) by unit prices set out in the Contract or subsequently agreed upon;
  - (c) by cost and a fixed or percentage fee.
- 13.2 When a change in the Work is proposed or required the Contractor shall present to the Consultant and the Owner his/her claim for a change in the Contract Price and change in Contract Time with appropriate documentation in a form acceptable to the Owner. The Consultant will review such claim and make a recommendation to the Owner. The Owner, after consideration of the recommendation of the Consultant and after satisfying himself/herself as to the correctness of such claim shall issue a change order to the Contractor amending the Contract Price and Contract Time as appropriate. The value of work performed in the change shall be included for payment with the regular certificates for payment.

The following definitions will be used in establishing the value of changes in the work:

- 13.3 Actual Cost Is the cost to the Subcontractor or Contractor of products, including delivery, (as per invoices or published list prices with applicable trade discounts) and the cost of labour or workers only including all statutory payroll assessments. In the case of method (a), these items will be estimated. In the case of method (c), these items will be substantiated by documentation.

Where changes involve the substitution of one type of product or method for another, the "actual cost" of the change, for computing additional sums to be paid, shall be the net difference in "actual cost" as defined above, except that where the net difference results in a credit no additional sums for overhead and profit will be paid.

Pursuant to GC 36 - CASH ALLOWANCES, in the event of the Owner directing expenditure in excess of a Cash Allowance, the "actual cost" is the amount of such excess.

Overhead Is for all indirect costs including but not restricted to site superintendence; subtrade attendance; plant and equipment, including operators, site offices, storage compounds, etc.; timekeeping; watching and security; temporary services; office administration; processing correspondence, changes, shop drawings, etc.; costing and accounting; payroll; technical staff; permits and statutory fees; insurance and bonding; scheduling.

Fee Is the remuneration to the Subcontractor and the Contractor and is to apply to the sum of "actual cost" and "overhead" and represents the claim for addition or reduction to the Contract Price determined by the change.

- 13.4 In the case of changes in the Work to be paid for under methods (a) and (c) of paragraph 13.1, the valuation shall include provisions for "overhead" and "fee" in accordance with the following:

Extras For Contractor, 10% for "overhead" and 5% for "fee" on the "actual cost" of his/her work.

For Contractor, 5% for "overhead" and "fee" on the "valuation" of subcontractors' work.

For Subcontractors, 10% for "overhead" and 5% for "fee" on the "actual cost" of their work.

For Subcontractors, 5% for "overhead" and "fee" on the valuation of Sub-subcontractors' work.

Credits No sums shall be added or deducted for "overhead" and "fee". The credit is to be the "actual cost" of work.

- 13.5 In the case of changes in the Work to be paid for under method (b) of paragraph 13.1, the form of presentation of costs and methods of measurement shall be agreed to by the Owner and Contractor before proceeding with the change. The Contractor shall keep accurate records, as agreed upon, of quantities or costs and present an account of the cost of the change in the Work, together with vouchers where applicable.
- 13.6 If the method of valuation, measurement, change in Contract Price and change in Contract Time cannot be promptly agreed upon and the change is required to be proceeded with then the Owner will determine the method of valuation, measurement, the change in Contract Price and Contract Time subject to final determination in the manner set out in GC 8 - DISPUTES. In this case the Owner, after consideration of the recommendation of the Consultant, will issue a written authorization for the change setting out the method of valuation and if by lump sum, his/her valuation of the change in Contract Price and Contract Time.
- 13.7 In the case of a dispute in the valuation of a change authorized in the Work and pending final determination of such value, the Owner will certify the value of work performed in accordance with his/her own evaluation of the change and include the amount with the regular certificates for payment. The Contractor shall keep accurate records of quantities and cost of such work.
- 13.8 It is intended in all matters referred to above that the Owner, the Consultant and the Contractor shall act promptly.

#### GC 14 APPLICATIONS FOR PAYMENT

- 14.1 Applications for payment on account as provided in Article A-4 of the Agreement – PAYMENT shall be made monthly or such longer periods as may be agreed between the Owner and the Contractor as the Work progresses.
- 14.2 Applications for payment shall be dated the last day of the agreed payment period and the amount claimed shall be for the value, proportionate to the amount of the Contract, of work performed and products delivered to the Place of the Work at that date.
- 14.3 The Contractor shall submit to the Consultant for review, at least fourteen (14) days before the first application for payment a schedule of values of the various parts of the Work, aggregating the total amount of the Contract Price and divided so as to facilitate evaluation of applications for payment. The Owner shall approve the schedule of values, after consideration of the recommendation of the Consultant, and after any revisions required by the Owner.
- 14.4 The schedule of values shall be made out in such form and supported by such evidence as to its correctness as the Consultant may reasonably direct and when approved by the Owner, shall be used as the basis for applications for payment, unless it be found to be in error. The Contractor shall revise the schedule of values and submit revisions to the Consultant for review and to the Owner for approval whenever changes occur to construction schedule prepared pursuant to GC 26.6.
- 14.5 When making applications for payment, the Contractor shall submit a statement based upon this schedule. Claims for products delivered to the Place of the Work but not yet incorporated into the Work shall be supported by such evidence as the Consultant may reasonably require to establish the value and delivery of the products.
- 14.6 Applications for release of holdback monies following Substantial Performance of the Work and the application for final payment shall be made at the time and in the manner set forth in GC 15 - CERTIFICATES AND PAYMENTS.
- 14.7 Payment by the Owner to the Contractor is expressly subject to Section 24(2) of the *Financial Administration Act* (Yukon):

*"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."*

#### GC 15 CERTIFICATES AND PAYMENTS

- 15.1 The Consultant will, no later than ten (10) days after the receipt of an application for payment from the Contractor submitted in accordance with GC 14 - APPLICATIONS FOR PAYMENT, issue a recommendation to the Owner for payment in the amount applied for or in such other amount as the Consultant determines to be properly due. The Owner, after consideration of the recommendation of the Consultant, will issue a certificate for payment in the amount recommended by the Consultant or in such other amount as the Owner determines to be properly due. If the Consultant or the Owner amends the application, the Consultant or the Owner, as the case may be, will promptly notify all parties in writing giving reasons for the amendment.
- 15.2 The Owner shall make payment to the Contractor on account in accordance with the provisions of Article A-4 - PAYMENT no later than fourteen (14) days after the issuance of a certificate for payment.

- 15.3 The Consultant will, no later than ten (10) days after the receipt of an application from the Contractor for a certificate of Substantial Performance of the Work, make an inspection and assessment of the Work to verify the validity of the application and will establish a list with an estimated value of every deficient and incomplete item of work, for the approval of the Owner. The Consultant will, no later than seven (7) days after such inspection, notify the Contractor of his/her approval or the reasons for his/her disapproval of the application. When the Consultant determines that Substantial Performance of the Work has been reached, the Consultant will recommend that the Owner issue a certificate of Substantial Performance of the Work. The Owner may make its own inspection and assessment of the Work to verify the validity of the application. If the Owner, based on the recommendation of the Consultant and on its own inspection and assessment, determines that Substantial Performance of the Work has been reached, the Owner will issue a certificate of Substantial Performance of the Work. The date of Substantial Performance of the Work shall be as stated in this certificate. Immediately following the issuance of the certificate of Substantial Performance of the Work by the Owner, the Consultant, after consulting with the Owner and Contractor, will establish a reasonable date for the Total Performance of the Work.
- 15.4 Immediately following the issuance of the certificate of Substantial Performance of the Work, the Owner will issue a certificate for payment of holdback monies. The holdback monies authorized by this certificate shall become due and payable on the day following the expiration of the statutory limitation period stipulated in the lien legislation applicable to the Place of the Work or, where such legislation does not exist or apply, in accordance with such other legislation, industry practice or such other provisions which may be agreed to between the parties, providing that the Owner may retain out of such holdback monies any sums required by law to satisfy any liens against the Work or other monetary claims against the Contractor and enforceable against the Owner and providing that the Contractor has submitted to the Owner a sworn statement that all accounts for labour, subcontracts, products, construction machinery and equipment and other indebtedness which may have been incurred by the Contractor in the Substantial Performance of the Work and for which the Owner might in any way be held responsible have been paid in full except holdback monies properly retained. In addition to the holdback set out in GC 15.8, where items of work are incomplete or deficient in accordance with the list identified in GC 15.3, the Owner may withhold the amount obtained by multiplying by two the value of the estimated cost of such work still to be satisfactorily performed as the Owner determines is sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Owner from claims.”
- 15.5 Notwithstanding the provisions of Paragraph 15.4 and notwithstanding the wording of such certificates the Contractor shall ensure that such work is protected pending the Total performance of the Work and shall be responsible for the correction of defects in it regardless of whether or not they were apparent when such certificates were issued.
- 15.6 The Consultant will, no later than ten (10) days after the receipt of an application from the Contractor for payment upon Total Performance of the Work, make an inspection and assessment of the Work to verify the validity of the application. If such inspection reveals that previously identified deficiencies have not been corrected in a manner satisfactory to the Consultant, making additional inspections by the Consultant necessary, the Contractor shall be responsible for all additional costs incurred as determined by the Consultant, such costs to be deducted from the monies due to the Contractor upon Total Performance. The Consultant will, no later than seven (7) days after his/her inspection, notify the Contractor of his/her approval or the reasons for his/her disapproval of the application. When the Consultant finds that Total Performance of the Work has been reached, the Consultant shall recommend that the Owner issue a certificate of Total Performance of the Work and shall recommend that the Owner certify for payment the remaining monies due to the Contractor under the Contract less holdback monies which are required to be retained. The Owner may make its own inspection and assessment of the Work to verify the validity of the application. If the Owner, based on the recommendation of the Consultant and on its own inspection and assessment, determines that Total Performance of the Work has been reached, the Owner will issue a certificate of Total Performance of the Work, and will certify for payment the remaining monies due to the Contractor under the Contract, less holdback monies which are required to be retained. The date of Total Performance of the Work shall be as stated in certificate of Total Performance of the Work. Subject to the provisions of GC 19 - YUKON ACTS, paragraph 19.1 and providing the Contractor has submitted a statutory declaration in accordance with Article A-4 (b) of the Agreement, the Owner shall, no later than fourteen (14) days after the issuance of such certificate make payment to the Contractor in accordance with the provisions of Article A-4 - PAYMENT.

- 15.7 The release of the remaining holdback monies shall become due and payable on the expiration of the warranty period as defined in GC 25 - WARRANTY, providing that the Owner may retain out of such holdback monies any sums required to satisfy any monetary claims against the Contractor and enforceable against the Owner.
- 15.8 If, because of climatic or other conditions reasonably beyond the control of the Contractor as recommended by the Consultant, there are items of work that cannot be performed, payment in full for work which has been performed as certified by the Owner shall not be withheld or delayed by the Owner. However, until the remaining work is completed the Owner may withhold the amount obtained by multiplying by two the value of the estimated cost of such work still to be satisfactorily performed as the Owner, after consideration of the recommendation of the Consultant, determines is sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Owner from claims.
- 15.9 No payment made by the Owner under this Contract or partial or entire use or occupancy of the Work by the Owner shall constitute an acceptance of work or products which are not in accordance with the requirements of the Contract Documents.
- 15.10 All certificates recommended by the Consultant or issued by the Owner shall be to the best of the Consultant's or Owner's knowledge, information and belief. By recommending or issuing any certificate the Consultant or Owner, as the case may be, does not guarantee the correctness or completeness of the Work and the Contractor shall be responsible for rectification of any defects and deficiencies discovered subsequent to issuance of such certificates.
- 15.11 As of the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work, the Owner expressly waives and releases the Contractor from all claims against the Contractor including, without limitation, those that might arise from the negligence or breach of contract by the Contractor except one or more of the following:
- (a) those made in writing prior to the date of Total Performance of the Work and still unsettled;
  - (b) those arising from the provisions of GC 20 - INDEMNIFICATION or GC 25 - WARRANTY;
  - (c) those made in writing within a period of six years from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or within such shorter period as may be prescribed by any limitation statute of the province or territory of the Place of the Work and arising from any liability of the Contractor for damages resulting from his/her performance of the Contract with respect to substantial defects or deficiencies in the Work for which the Contractor is proven responsible.
- As used herein "substantial defects or deficiencies" means those defects or deficiencies in the Work which affect the Work to such an extent or in such a manner that a significant part or the whole of the Work is unfit for the purpose intended by the Contract Documents.
- 15.12 As of the date of Total Performance of the Work, as set out in the certificate of Total Performance of the Work, the Contractor expressly waives and releases the Owner from all claims against the Owner including without limitation those that might arise from the negligence or breach of contract by the Owner except those made in writing prior to the Contractor's application for payment upon Total Performance of the Work and still unsettled.
- 15.13 Notwithstanding GC 1 - DOCUMENTS, paragraph 1.6, in the event of conflict between the provisions of this General Condition and Article A-5 - RIGHTS AND REMEDIES paragraph (a) or GC 23 - DAMAGES AND MUTUAL RESPONSIBILITY, the provisions of this General Condition shall govern.
- 15.14 (a) If a Contractor does not pay a Subcontractor in accordance with his/her obligation to do so in respect of labour, equipment, materials, or services rendered in connection with a construction contract, that Subcontractor may deliver a notice of his/her claim to the Owner's Contract Administrator, Department of Government Services, Government of Yukon, Box 2703, Whitehorse, Yukon, setting out the nature and amount of his/her claim against the Contractor. Then:
- (i) the Contract Administrator may notify the Contractor of the claim and allow a period of up to 30 days for the Contractor and Subcontractor to come to a mutually agreed settlement.
  - (ii) if a settlement has not been reached within the time limit allowed, the Contract Administrator may, if funds are due and payable under the Contract, deposit part or all of the amount claimed by the Subcontractor into the Supreme Court of Yukon pending settlement of the claim.
  - (iii) such payment is sufficient discharge by the Owner of any obligation he/she may have to pay the money to the Contractor; and
  - (iv) the Owner has no liability to the Contractor if such payment is in an amount greater or less than the amount lawfully payable by the Contractor to the Subcontractor.

- (b) The Contract Administrator may require in writing that a Contractor send to him/her by certified mail within 15 days from the date of receipt of the demand, a list of the names and the amounts owing to the creditors of the Contractor for labour, equipment, materials, or services used in the performance of the construction Contract.
- (c) The Contract Administrator may insert an advertisement in the necessary newspapers upon certification of Substantial and/or Total Performance of the Work deposing to the fact that such an occasion has taken place.

15.15 The Contractor shall deliver a copy of GC 15.14 to each of his/her Subcontractors and Suppliers.

#### GC 16 TAXES AND DUTIES

- 16.1 Unless otherwise stated in Supplementary Conditions the Contractor shall pay all government sales taxes, customs duties and excise taxes with respect to the Contract.
- 16.2 Any increase or decrease in costs to the Contractor due to changes in such taxes and duties after the date of tender closing shall increase or decrease the Contract Price accordingly.

#### GC 17 LAWS, NOTICES, PERMITS AND FEES

- 17.1 The laws of the Place of the Work shall govern the Work.
- 17.2 The Contractor shall not begin any site work before he/she has obtained the permits, licences and certificates and paid the fees required for the performance of the Work which are in force at the date of tender closing, but this shall not include the obtaining of permanent easements or rights of servitude.
- 17.3 (a) Before entering into the Contract, the Contractor shall provide proof to the Owner that he/she has acquired the appropriate business licence.  
(b) Within one month of the date of Contract award, the Contractor shall provide proof to the Owner that he/she has paid all fees and charges in respect of building permits required for performance of the Work. If the Contractor fails to do so, the Owner may obtain the building permits in the name of the Contractor and shall deduct the cost from money payable to the Contractor under the Contract.
- 17.4 The Contractor shall give the required notices and comply with the laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are or become in force during the performance of the Work and which relate to the Work, to the preservation of the public health, and to construction safety.
- 17.5 The Contractor shall not be responsible for verifying that the Contract Documents are in compliance with the applicable laws, ordinances, rules, regulations and codes relating to the Work. If the Contract Documents are at variance therewith, or changes which require modification to the Contract Documents are made to the laws, ordinances, rules, regulations and codes by the authorities having jurisdiction subsequent to the date of tender closing, the Contractor shall notify the Consultant and the Owner in writing requesting direction immediately such variance or change becomes known to him/her. The Owner will make the changes required to the Contract Documents in accordance with GC 12 - CHANGES IN THE WORK, and the value of the changes shall be determined in accordance with GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 17.6 If the Contractor fails to notify the Owner in writing and obtain his/her direction as required in paragraph 17.5 and performs work knowing it to be contrary to any laws, ordinances, rules, regulations, codes and orders of the authorities having jurisdiction, the Contractor shall be responsible for and shall correct the violations thereof and shall bear the costs, expense and damages attributable to his/her failure to comply with the provisions of such laws, ordinances, rules, regulations, codes and orders.

#### GC 18 PATENT FEES

- 18.1 The Contractor shall pay the royalties and patent licence fees required for the performance of the Contract. He/she shall hold the Owner harmless from and against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention by the Contractor or anyone for whose acts he/she may be liable.
- 18.2 The Owner shall hold the Contractor harmless against claims, demands, losses, costs, damages, actions, suits, or proceedings arising out of the Contractor's performance of the Contract which are attributable to an infringement or an alleged infringement of a patent of invention in executing anything for the purpose of the Contract, the model, plan or design of which was supplied to the Contractor as part of the Contract Documents.

## GC 19 YUKON ACTS

- 19.1 (a) Upon commencement of the Work and prior to receiving payment on Substantial and Total Performance of the Work, the Contractor shall provide evidence of compliance with the requirements of the province or territory of the Place of the Work with respect to workers' compensation insurance including payments due thereunder.
- (b) At any time during the term of the Contract, when requested by the Owner, the Contractor shall provide such evidence of compliance by himself/herself and his/her Subcontractors.
- 19.2 The Contractor shall comply with and be subject to all terms and conditions of the Employment Standards Act, including the Fair Wage Schedule which is included in the contract documents and labelled "Appendix A".

## GC 20 INDEMNIFICATION

- 20.1 The Contractor shall indemnify and save harmless the Owner from and against all claims, demands, losses, costs, damage, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the activities of the Contractor in executing the Work under the Contract.
- 20.2 For the purposes of subsection 1, "activities" includes an act improperly carried out, an omission to carry out an act and a delay in carrying out an act.
- 20.3 The Owner shall indemnify and save harmless the Contractor from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of his/her activities under the Contract which are directly attributable to lack of or defect in title or an alleged lack of or defect in title to the site of the Work.
- 20.4 Notwithstanding GC 1 - DOCUMENTS, paragraph 1.6, in the event of conflict between the provisions of this General Condition and Article A-5 - RIGHTS AND REMEDIES paragraph (a) or GC 23 - DAMAGES AND MUTUAL RESPONSIBILITY, the provisions of this General Condition shall govern.

## GC 21 INSURANCE

### 21.1 (a) Comprehensive General Liability Insurance

The Contractor shall provide and maintain a Comprehensive General Liability Insurance policy in the name of the Contractor and the Owner for a limit of not less than \$2,000,000.00 inclusive for bodily injury, including death and property damage for any one occurrence or series of occurrences arising out of one cause and shall contain the following provisions:

- (i) Bodily Injury and Property Damage on an Occurrence Basis;
- (ii) Broad Form Property Damage;
- (iii) Completed Operations Coverage;
- (iv) Contingent Employer's Liability;
- (v) Contractor's Protective Liability;
- (vi) Blanket Contractual Liability Assumed Under This Contract;
- (vii) Cross Liability Written as follows:

"Cross Liability"

The insurance provided by this Policy shall apply in respect to any claim or action brought against any one Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of the Insurer's liability.

- (viii) Personal Injury Coverage

The Policy shall be endorsed to include blasting, pile driving, caissons, pressure vessels, collapse, marine, aircraft and all other hazards to which the work may be exposed.



(b) Builder's Risk - Direct Damage Insurance

The Contractor shall be required to provide and maintain Builder's Risk insurance that shall be written to insure the work on an "All Risks" basis including the perils of Flood and Earthquake.

This Policy shall insure the Contractor and the Owner with loss, if any, payable to the Owner.

The amount of insurance shall be sufficient to cover the full replacement value of all work completed at all times, plus the value at the site of the Work of all materials and property to be incorporated into and form part of the finished work. All formwork, tarpaulins, scaffolding and materials used for temporary protection for winter work are included.

(c) Automobile Third Party Liability Insurance

The Contractor shall provide and maintain insurance which shall cover any motor vehicle, trailer or semi-trailer owned, used or operated by or on behalf of the Contractor and obliged by law to carry a licence (other than a special licence issued in respect of any motor vehicle, trailer or semi-trailer chiefly used or operated off highways) as well as self-propelled equipment unlicensed but required to be insured in accordance with the Yukon Government Motor Vehicle Act.

The policy limit shall be not less than \$1,000,000.00 inclusive for Legal Liability for Bodily Injury or Death of any person or damage to property.

21.2 General Provisions

- (a) The insurance coverage required by the provisions of GC 21 - INSURANCE shall in no way limit the Contractor's obligations under GC 20 - INDEMNIFICATION. Any additional coverage the Contractor may deem necessary to fulfil his/her obligations under the aforesaid GC 20 shall be at his/her own discretion and expense.
- (b) The policies required by GC 21 - INSURANCE shall be required to cover from the date of Contract award and shall be maintained until the day of issue of the Certificate of Total Performance of the Work. Completed Operations Coverage under the Comprehensive General Liability Insurance shall be maintained for one year thereafter.
- (c) Immediately following notification of Contract award and preceding the start of any on-site work, the Contractor shall provide the Owner with a certificate of insurance showing that all required coverage is in force.
- (d) If required by the Owner, the Contractor shall provide certified true copies of each insurance policy.
- (e) The insurance shall be in forms and amounts acceptable to the Owner.
- (f) The approval of any such policy by the Owner shall in no way relieve the Contractor of his/her obligations to provide the insurance herein referred to.
- (g) Each insurance policy shall contain a provision that thirty (30) days prior written notice shall be given by the Insurer to the Contractor and the Owner in the event of any material change in, cancellation of, or expiry of coverage. Any such notice received by the Contractor shall be transmitted forthwith to the Owner.
- (h) If any of the insurance coverage required by the Contract is not provided or lapses for any reason whatsoever, the Contractor shall be required, at the Contractor's risk and expense, to stop all work on the site until satisfactory evidence of coverage is produced.

GC 22 PROTECTION OF WORK AND PROPERTY

22.1 The Contractor shall protect the Work and the Owner's property and property adjacent to the Place of the Work from damage and shall be responsible for damage which may arise as the result of his/her operations under the Contract except damage which occurs as the result of:

- (a) errors in the Contract Documents;
- (b) acts or omissions by the Owner, the Consultant, Other Contractors, their agents and employees.

22.2 Should the Contractor in the performance of this Contract damage the Work, the Owner's property or property adjacent to the Place of the Work, the Contractor shall be responsible for the making good of such damage at his/her expense.

22.3 Should damage occur to the Work or Owner's property for which the Contractor is not responsible as provided in paragraph 22.1 he/she shall make good such damage to the Work and if the Owner so directs to the Owner's Property and the Contract Price and Contract Time shall be adjusted in accordance with GC 12 - CHANGES IN THE WORK, and the value of the changes shall be determined in accordance with GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

#### GC 23 DAMAGES AND MUTUAL RESPONSIBILITY

- 23.1 If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or of anyone for whom he/she is responsible in law, then he/she shall be reimbursed by the other party for such damage. The party reimbursing the other party shall be subrogated to the rights of the other party in respect of such wrongful act or neglect if it be that of a third party.
- 23.2 Claims under this General Condition shall be made in writing to the party liable within reasonable time after the first observance of such damage and may be adjusted by agreement or in the manner set out in GC 8 - DISPUTES.
- 23.3 If the Contractor has caused damage to an Other Contractor on the Work, the Contractor agrees upon due notice to settle with such Other Contractor by agreement or arbitration, if he/she will so settle. If such Other Contractor sues the Owner on account of damage alleged to have been so sustained, the Owner shall notify the Contractor and may require the Contractor to defend the action at the Contractor's expense. If a final order or judgement against the Owner arises therefrom the Contractor shall pay or satisfy it and pay the costs incurred by the Owner.
- 23.4 If the Contractor becomes liable to pay or satisfy a final order, judgement or award against the Owner then the Contractor, upon undertaking to indemnify the Owner against any and all liability for costs, shall have the right to appeal in the name of the Owner such final order or judgement to any and all courts of competent jurisdiction.

#### GC 24 CONTRACT SECURITY

- 24.1 The Contractor shall, within fourteen (14) days of the date of Contract award, provide to the Owner Contract security as follows:
- (a) where the Contract price is \$500,000.00 or more, a Performance Bond and a Labour and Material Payment Bond as described in 24.2, each in the amount of at least 50% of the Contract price; OR
  - (b) where the Contract price is less than \$500,000.00, bonds as described in 24.1 (a) OR Contract security in the amount of 10% of the Contract price, in a form as described in 24.3;
- 24.2 If the Contract security is in the form of surety bonds, such bonds shall be issued by a duly licensed surety company authorized to transact a business of suretyship in the province or territory of the Place of the Work and shall be maintained in good standing until the fulfilment of the Contract. The form of such bonds shall be in a form approved by the Superintendent of Insurance of Canada or the Superintendent of Insurance of Yukon.
- 24.3 Where the bid price is less than \$500,000.00, the Contract Security may be in the form of cash, a Canadian postal money order, certified cheque, an assignable redeemable term deposit, bank draft, bearer or assignable bonds of the Government of Canada or of a Canadian provincial government, or Irrevocable Letter of Guaranteed Credit acceptable to the Owner and as described in the Contract Directives.
- 24.4 If the Contract security is in the form of cash, upon issuing the Certificate of Substantial Performance or the Certificate of Total Performance of the work, whichever applies, the Owner will, if the Contractor is not in default under GC 6 - OWNER'S RIGHT TO PERFORM WORK OR STOP THE WORK OR TERMINATE CONTRACT, refund to the Contractor the amount of the security deposit which is not required for the purposes of the Contract.

#### GC 25 WARRANTY

- 25.1 The Contractor shall be responsible for the proper performance of the Work only to the extent that the design and specifications permit such performance.
- 25.2 Subject to paragraph 25.1 the Contractor agrees to correct promptly, at his/her own expense, defects or deficiencies in the Work which appear prior to and during the period of one year from the date of Substantial Performance of the Work, as set out in the certificate of Substantial Performance of the Work, or such longer periods as may be specified for certain products or work.
- 25.3 During the period provided in GC 3 - CONSULTANT, paragraph 3.1, the Owner shall promptly give the Contractor written notice of observed defects and deficiencies. Such notice may specify the time within which the deficiencies must be rectified.
- 25.4 The Contractor agrees to correct or pay for damage resulting from corrections made under the requirements of paragraph 25.2.

## GC 26 CONTRACTOR'S RESPONSIBILITIES AND CONTROL OF THE WORK

- 26.1 The Contractor shall have complete control of the Work and shall effectively direct and supervise the Work so as to ensure conformance with the Contract Documents. He/she shall be solely responsible for construction means, methods, techniques, sequences and procedures and for co-ordinating the various parts of the Work under the Contract.
- 26.2 The Contractor shall be solely responsible for construction safety at the Place of the Work and for compliance with the rules, regulations and practices required by the applicable construction safety legislation.
- 26.3 The Contractor shall have the sole responsibility for the design, erection, operation, maintenance and removal of temporary structural and other temporary facilities and the design and execution of construction methods required in their use. The Contractor shall engage and pay for registered professional engineering personnel skilled in the appropriate disciplines to perform these functions where required by law or by the Contract Documents and in all cases where such temporary facilities and their method of construction are of such a nature that professional engineering skill is required to produce safe and satisfactory results.
- 26.4 Notwithstanding the provisions of paragraphs 26.1 and 26.3, or provisions to the contrary elsewhere in the Contract Documents, where such Contract Documents include designs for temporary structural and other temporary facilities or specify a method of construction in whole or in part, such facilities and methods shall be considered to be part of the design of the Work and the Contractor shall not be held responsible for that part of the design or the specified method of construction. The Contractor shall, however, be responsible for the execution of such design or specified method of construction in the same manner that he/she is responsible for the execution of the Work.
- 26.5 The Contractor shall review the Contract Documents and shall promptly report to the Consultant and the Owner any error, inconsistency or omission he/she may discover. Such review by the Contractor shall be to the best of his/her knowledge, information and belief and in making such review the Contractor does not assume any responsibility to the Owner for the accuracy of the review. The Contractor shall not be liable for damage or costs resulting from such errors, inconsistencies or omissions in the Contract Documents which he/she did not discover. If the Contractor does discover any error, inconsistency or omission in the Contract Documents he/she shall not proceed with the work affected until he/she has received corrected or missing information from the Owner.
- 26.6 The Contractor shall prepare and update as required a construction schedule indicating the timing of the major activities of the Work. The schedule shall be designed to ensure conformance with the required Contract Time. The schedule shall be submitted to the Consultant and the Owner for information within a reasonable time from the date of Contract award. The Contractor shall monitor the progress of the Work relative to the schedule and advise the Consultant and the Owner of any revisions required as the result of delays as provided in GC 5 - DELAYS, indicating the results expected from the resultant change in schedule.

## GC 27 SUPERINTENDENCE

- 27.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Place of the Work while work is being performed.
- 27.2 The superintendent shall be satisfactory to the Owner and shall not be changed except for good reason and only then after consultation with the Owner.
- 27.3 The superintendent shall represent the Contractor at the Place of the Work and instructions given to him/her by the Owner or the Consultant, as the case may be, shall be held to have been given to the Contractor. Important instructions shall be confirmed to the Contractor in writing; other instructions shall be so confirmed if requested.

## GC 28 LABOUR AND PRODUCTS

- 28.1 Unless otherwise stipulated elsewhere in the Contract Documents, the Contractor shall provide and pay for labour, products, tools, construction machinery and equipment, water heat, light, power, transportation and other facilities and services necessary for the performance of the Work in accordance with the Contract.
- 28.2 Products provided shall be new unless otherwise specified in the Contract Documents. Products which are not specified shall be of a quality best suited to the purpose required and their use subject to the approval of the Owner.
- 28.3 The Contractor shall maintain good order and discipline among his/her employees engaged on the Work and shall not employ on the Work anyone not skilled in the task assigned to him/her.

#### GC 29 SUBSURFACE CONDITIONS

- 29.1 The Contractor shall promptly notify the Consultant and the Owner in writing if in his/her opinion the subsurface conditions at the Place of the Work differ materially from those indicated in the Contract Documents, or a reasonable assumption of probable conditions based thereon.
- 29.2 After prompt investigation by the Consultant and the Owner, should the Owner, after consideration of the recommendation of the Consultant, determine that conditions do differ materially, he/she will issue appropriate instructions for changes in the Work in accordance with GC 12 - CHANGES IN THE WORK, and the value of the changes shall be determined in accordance with GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.

#### GC 30 USE OF THE WORK

- 30.1 The Contractor shall confine his/her apparatus, the storage of products, and the operations of his/her employees to limits indicated by laws, ordinances, permits or the Contract Documents and shall not unreasonably encumber the premises with his/her products.
- 30.2 The Contractor shall not load or permit to be loaded any part of the Work with a weight or force that will endanger the safety of the Work.
- 30.3 The Contractor will not erect or permit the erection of any sign or advertising on the site of the Work without the approval of the Owner.

#### GC 31 CLEANUP AND FINAL CLEANING OF THE WORK

- 31.1 The Contractor shall maintain the Work in a tidy condition and free from the accumulation of waste products and debris, other than that caused by the Owner, Other Contractors or their employees.
- 31.2 Upon attaining Substantial Performance of the Work, the Contractor shall remove his/her surplus products, tools, construction machinery and equipment not required for the performance of the remaining work. He/she shall also remove waste products and debris other than that caused by the Owner, Other Contractors or their employees, and leave the Work clean and suitable for occupancy by the Owner unless otherwise specified.
- 31.3 Total Performance of the Work shall not be attained until the Contractor has removed his/her surplus products, tools, construction machinery and equipment. He/she shall also have removed waste products and debris other than that caused by the Owner, Other Contractors or their employees.
- 31.4 Cleaning procedures are more fully described in Section 01710 of the Specifications.

#### GC 32 CUTTING AND REMEDIAL WORK

- 32.1 The Contractor shall do the cutting and remedial work required to make the several parts of the Work come together properly.
- 32.2 The Contractor shall co-ordinate the Work to ensure that this requirement is kept to a minimum.
- 32.3 Should the Owner, Other Contractors or anyone employed by them be responsible for ill-timed work necessitating cutting or remedial work to be performed, the cost of such cutting or remedial work shall be valued as provided in GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 32.4 Cutting and remedial work shall be performed by specialists familiar with the materials affected and shall be performed in a manner to neither damage nor endanger the Work.

#### GC 33 INSPECTION OF THE WORK

- 33.1 The Owner, the Consultant and their authorized agents or representatives shall at all times have access to the Work, including such parts of the Work which may be in progress at locations other than the Place of the Work.
- 33.2 If work is designated for special tests, inspections or approvals in the Contract Documents, or by the Consultant's or Owner's instructions, or the laws or ordinances of the Place of the Work, the Contractor shall give the Consultant and the Owner timely notice requesting inspection. Inspection by the Consultant or Owner shall be made promptly. The Contractor shall arrange for inspections by other authorities and shall give the Consultant and the Owner timely notice of the date and time.

- 33.3 If the Contractor covers or permits to be covered work that has been designated for special tests, inspections or approvals before such special tests, inspections or approvals are made, given or completed, he/she shall, if so directed, uncover such work, have the inspections or tests satisfactorily completed and make good such work at his/her own expense.
- 33.4 The Owner or the Consultant may order any part or parts of the Work to be specially examined should he/she believe that such work is not in accordance with the requirements of the Contract Documents. If, upon examination such work be found not in accordance with the requirements of the Contract Documents, the Contractor shall correct such work and pay the cost of examination and correction. If such work be found in accordance with the requirements of the Contract Documents, the Owner shall pay the cost of examination and replacement.
- 33.5 The Contractor shall furnish promptly to the Owner two (2) copies of certificates and inspection reports relating to the Work.

#### GC 34 REJECTED WORK

- 34.1 Defective work, whether the result of poor workmanship, use of defective products, or damage through carelessness or other act or omission of the Contractor and whether incorporated in the Work or not, which has been rejected by the Owner as failing to conform to the Contract Documents shall be removed promptly from the Place of the Work by the Contractor and replaced or re-executed promptly in accordance with the Contract Documents at the Contractor's expense.
- 34.2 Other Contractors' work destroyed or damaged by such removals or replacements shall be made good promptly at the Contractor's expense.
- 34.3 If, in the opinion of the Owner, it is not expedient to correct defective work or work not performed in accordance with the Contract Documents, the Owner may deduct from the monies otherwise due to the Contractor the difference in value between the work as performed and that called for by the Contract Documents, the amount of which will be determined by the Owner.

#### GC 35 SHOP DRAWINGS

- 35.1 The term "shop drawings" means drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are to be provided by the Contractor to illustrate details of a portion of the Work.
- 35.2 The Contractor shall arrange for the preparation of clearly identified shop drawings as called for by the Contract Documents or as the Consultant may reasonably request.
- 35.3 Prior to submission to the Consultant, the Contractor shall review all shop drawings. By this review the Contractor represents that he/she has determined and verified all field measurements, field construction criteria, materials, catalogue numbers and similar data or will do so and that he/she has checked and co-ordinated each shop drawing with the requirements of the Work and of the Contract Documents. The Contractor's review of each shop drawing shall be indicated by stamp, date, and signature of a responsible person.
- 35.4 The Contractor shall submit shop drawings to the Consultant for his/her review with reasonable promptness and in orderly sequence so as to cause no delay in the Work or in the work of Other Contractors. If either the Contractor or the Consultant so requests they shall jointly prepare a schedule fixing the dates for submission and return of shop drawings. Shop drawings shall be submitted in the form of reproducible transparencies or prints as the Consultant or the Owner may direct. At the time of submission the Contractor shall notify the Consultant in writing of any deviations in the shop drawings from the requirements of the Contract Documents.
- 35.5 The Consultant will review and return shop drawings in accordance with any schedule agreed upon, or otherwise with reasonable promptness so as to cause no delay. The Consultant's review will be for conformity to the design concept and for general arrangement only and such review shall not relieve the Contractor of responsibility for errors or omissions in the shop drawings or of responsibility for meeting all requirements of the Contract Documents unless a deviation on the shop drawings has been approved in writing by the Consultant.
- 35.6 The Contractor shall make any changes in shop drawings which the Consultant may require consistent with the Contract Documents and resubmit unless otherwise directed by the Consultant. When resubmitting, the Contractor shall notify the Consultant in writing of any revisions other than those requested by the Consultant.
- 35.7 Shop drawing submission and procedures are more fully described in Section 01340 of the Specifications.

#### GC 36 CASH ALLOWANCES

- 36.1 The Contract Price includes cash allowances stated in the Contract Documents.
- 36.2 Cash allowances, unless otherwise specified, cover the net cost to the Contractor of services, products, construction machinery and equipment, freight, unloading, handling, storage, installation and other authorized expenses incurred in performing the work stipulated under the cash allowances.
- 36.3 The Contract Price, and not the cash allowances, includes the Contractor's overhead and fee in connection with such cash allowances.
- 36.4 Where costs under a cash allowance exceed the amount of the allowance, the Contractor shall be compensated for any excess incurred and substantiated plus an allowance for overhead and fee as set out in the Contract Documents.
- 36.5 The Contract Price shall be adjusted by written order to provide for any excess or deficit to each cash allowance.
- 36.6 Progress payments on account of work authorized under cash allowances shall be included in the monthly certificates for payment.
- 36.7 A schedule shall be prepared jointly by the Owner and the Contractor to show when items called for under cash allowances must be authorized by the Owner for ordering purposes so that the progress of the Work will not be delayed.

#### GC 37 CONTINGENCY ALLOWANCE

- 37.1 The Contract Price includes the contingency allowance, if any, stated in the Contract Documents.
- 37.2 Expenditures under the contingency allowance shall be authorized in accordance with GC 12 - CHANGES IN THE WORK, and the value shall be determined in accordance with GC 13 - VALUATION AND CERTIFICATION OF CHANGES IN THE WORK.
- 37.3 The Contract Price shall be adjusted by written order to provide for any excess or deficit in the contingency allowance.

#### GC 38 FIRE PROTECTION

- 38.1 The Contractor shall enforce all Fire Protection measures during construction as outlined in "Fire Protection Standards for Building Construction, Schedule E", included in the Contract Documents.

**GOVERNMENT OF YUKON  
STANDARD GUIDE FOR TAKE-OVER PROCEDURES OF CONSTRUCTION PROJECTS**

**APPENDIX “B”**

---

The purpose of this document is to provide standard procedures to facilitate the closing phases of a construction Contract and the orderly take-over of the construction project by the Owner from the Contractor.

If there is no CONSULTANT designated for a project, all submittals required by this appendix shall be forwarded directly to the OWNER.

1. The Contractor, before making written application for a Certificate of Substantial Performance, shall complete the following steps:
  - a) carry out an inspection of the Work and submit to the Consultant a list of incomplete items, attaching an estimated value to each item;
  - b) provide to the Consultant a schedule for completion of all remaining work;
  - c) submit to the Consultant all operating data and instructions, a complete report of all required testing, as-built drawings, maintenance manuals, spare parts and materials, and any other items specified to be submitted, to permit full use of the completed Work by the Owner.
  - d) a complete demonstration of all mechanical and electrical systems and electrically operated devices to the Owner's operating and maintenance staff and provide any training required by the specifications;
  - e) submit to the Owner a Letter of Good Standing from the Workers' Compensation Board and the required statutory declaration.
2. The Consultant will, no later than ten (10) days after receipt of an application from the Contractor for a Certificate of Substantial Performance of the Work, make an inspection and assessment of the Work to verify the validity of the application and, with participation of the Contractor and the Owner, establish a list and estimated value of all deficient and/or incomplete items of work.

The deficient and incomplete items of work shall be documented in Section 'D' of the Inspection and Acceptance Certificate attached to the Certificate of Substantial Performance and the corresponding value of these shall be retained by the Owner pending completion by the Contractor.
3. The Owner will not, except in special circumstances, approve application for payment for partial completion of deficiencies.
4. The date of issue of the Certificate of Substantial Performance shall constitute the start of the Warranty Period, unless otherwise stipulated.
5. Before making written application for a Certificate of Total Performance, the Contractor shall complete the following steps:
  - a) a complete rectification of all previously identified deficiencies and incomplete work;
  - b) submit to the Owner a letter of good standing from the Workers' Compensation Board and the required statutory declaration.
6. The Owner will promptly make payment of all monies due upon Substantial Performance, Total Performance and expiry of Warranty in accordance with the Contract.

## SUPPLEMENTARY GENERAL CONDITIONS

### SC 1 - LOCAL HIRE AND WORKING CONDITIONS

#### 1. Application

1.1 These Supplementary General Conditions apply to all building construction contracts over \$100,000.

#### 2. General

2.1 The contractor shall comply with all terms and conditions of this document.

2.2 In accordance with the General Conditions, the contractor shall incorporate these terms and conditions into each subcontract agreement, and be responsible to the owner for subcontractors' conformance to these terms and conditions.

2.3 Application of these terms and conditions does not relieve the contractor or any subcontractor of any obligations or responsibilities prescribed by any enactment or regulation of the Government of the Yukon with respect to wages, benefits, or working conditions. Where a conflict arises, the provision that is most beneficial to the employee shall apply.

#### 3. Definitions

For purposes of this appendix:

3.1 Employee means a person who receives wages for employment or services performed for another person or company.

3.2 Living accommodation means one of the following:

- i) Camp accommodation meeting standards identified in the specifications and any other standards required by Yukon legislation, or
- ii) Hotel accommodation, with no more than two people per room, and a minimum of three meals per day.

3.3 Local Resident means a person whose normal place of residence has been within 100 kilometres of the work site for at least 60 days immediately prior to starting work on the job site.

3.4 Subcontractor means any person or company defined as a subcontractor in the General Conditions and who has:

- i) A valid business licence for the jurisdiction in which the work site is located.
- ii) A valid Goods and Services Tax (GST) registration number, where the subcontractor is required by law to maintain a GST registration number.
- iii) A valid Workers' Compensation Board registration number, where the subcontractor is required to be registered.
- iv) Employees working on the site.

3.5 Yukon Resident means a person who in the period immediately prior to starting work on the job site has resided in the Yukon for a period of six months, as demonstrated by a valid Yukon Health Care Insurance Plan registration or other satisfactory means.



#### **4. Working Conditions**

- 4.1 The contractor and all subcontractors shall provide, without charge, living accommodation to employees who are not local residents.
- 4.2 The contractor shall, upon request of the owner, arrange for the owner to have access to payroll and other records of the contractor and subcontractor as necessary to confirm that these conditions are being applied.
- 4.3 Where camp or hotel accommodation is provided, the contractor shall provide transportation between the living accommodation and the work site, using equipment that meets all legal and safety requirements of the applicable Yukon legislation.
- 4.4 The contractor shall provide suitable toilet, washup, and lunch room facilities for all employees at the work site.

#### **5. Local Hire**

- 5.1 The contractor shall endeavour to hire competent employees and subcontractors who are resident in the community in which the work site is located by:
  - i) Examining a community resource inventory, if provided in the tender documents or otherwise by the owner, and giving equal opportunity to the identified subcontractors and/or employees for work on the project.
  - ii) Cooperating with community-organized efforts identified by the owner, which are designed to get the contractor in touch with potential employees or subcontractors in the community.
  - iii) Examining the availability of potential employees through the union hiring hall.
  - iv) By any other measures which will ensure that employment opportunities for residents in the local community are maximized.

#### **6. Complaints**

- 6.1 Complaints by employees or subcontractors working on the job site against the contractor or any subcontractor under these Supplementary General Conditions may be brought to the attention of the Contract Administration Office who shall pass the complaint on to the departmental employee responsible for the contract without delay.

#### **7. Remedies**

- 7.1 Upon discovering apparent breach of these conditions, the owner will notify the contractor and, where a breach is found and not corrected, the owner maintains the right to:
  - i) Delay progress advances due under the contract.
  - ii) Reject future bids received from the contractor who has violated these requirements.

#### **8. Posting**

- 8.1 The contractor shall ensure that a copy of these Supplementary General Conditions is posted in a prominent place on the job site at all times.

## SUPPLEMENTARY GENERAL CONDITIONS

### SC 2 - REPORTING REQUIREMENTS

#### 1. Application

- 1.1 These Supplementary General Conditions apply to:
- i) Construction contracts \$100,000 and over; and/or
  - ii) Construction contracts for which the Contractor will apply for a rebate under the Business Incentive Program (Construction Labour). These reporting requirements must be met as a condition of eligibility for this rebate.
  - iii) Construction contracts for which the Contractor will apply for a rebate under the Business Incentive Program for Apprentice and/or Youth Components.

#### 2. General

- 2.1 The Contractor shall comply with all terms and conditions of this document.
- 2.2 In accordance with the General Conditions, the Contractor shall incorporate these terms and conditions into each subcontract agreement, and be responsible to the Owner for Sub-contractors' conformance to these terms and conditions.

#### 3. Definitions

- 3.1 .1 Apprentice means a Yukon resident who has a valid apprenticeship contract and is registered as an apprentice with the Director of Apprenticeship Training in the Yukon.
- 3.1 .2 Youth means a Yukon resident aged 24 or younger who is not registered as an apprentice.
- 3.2 Employee means a person who receives wages for employment or services performed for another person or company.
- 3.3 Local Resident means a person whose normal place of residence has been within 100 kilometres of the work site for at least 60 days immediately prior to starting work on the job site.
- 3.4 Sub-contractor means any person or company defined as a Sub-contractor in the General Conditions and who has:
- i) A valid business licence for the jurisdiction in which the work site is located.
  - ii) A valid Goods and Services Tax (GST) registration number, where the Sub-contractor is required by law to maintain a GST registration number.
  - iii) A valid Workers' Compensation Board registration number, where the Sub-contractor is required to be registered.
  - iv) Employees working on the site.
- 3.5 Wages and Benefits: means money paid as compensation to an employee or to a fund, insurer or other person for an employee's benefit for work directly related to an eligible construction contract. Benefits shall include the employer's contribution to supplementary health, life, disability insurance and pension plans for an employee's benefit by a Contractor for work directly related to an eligible contract. Wages and benefits shall exclude any payment made for work of a general administrative nature.
- 3.6 Yukon Resident means a person who resides in the Yukon and has maintained a valid Yukon Health Care Insurance Plan registration for at least 90 days prior to the date of hire.

#### **4. Reporting**

- 4.1 The Contractor shall, within 10 working days of award of the contract, submit to the Owner a listing of all Sub-contractors to be used on the contract (Form BIP03). The listing for each Sub-contractor shall include:
- i) A valid business licence number for the jurisdiction in which the work site is located.
  - ii) A valid Goods and Services Tax (GST) registration number where the Sub-contractor is required by law to maintain a GST registration number.
  - iii) A valid Workers' Compensation Board registration number; and
  - iv) The number of employees expected to be employed.
- 4.2 For each employee, the contractor shall, on his or her behalf and on behalf of each Sub-contractor, submit a statement of the following information to the Owner:
- i) Name.
  - ii) Date the employee started work on the site.
  - iii) Normal place of residence (municipality/area and territory/province) and length of time at that residence.
  - iv) Accommodation arrangements made for employees who are not local residents.
  - v) Employee classification (apprentice, youth, journeylevel, etc.) and contract number where appropriate.
- 4.3 For each employee, the contractor shall, on his or her behalf and on behalf of each Sub-contractor, submit with each request for a progress draw, a statement of the following information (Form BIP05) to the Owner:
- i) Type of work performed by each employee.
  - ii) Rate paid to each employee for work on the project.
  - iii) The hourly rate required to be paid to each employee, as applicable, under the Fair Wage Schedule to the Employment Standards Act.
  - iv) Hours worked by each employee on the project.
  - v) Benefits as defined in Section 3.5 above.
  - vi) Total wages paid to each employee on the project.

The information required under i) - vi) shall be for the most recently completed pay period as administered by the Contractor and each Sub-contractor.

- 4.4 The Contractor shall, upon request of the Owner, arrange for the Owner to have access to payroll and other records of the Contractor and Sub-contractor as necessary to verify that these conditions are being applied. The Owner shall determine the schedule and frequency of such verifications.
- 4.5 The information supplied by the Contractor will be monitored and where wages paid do not agree with the Fair Wage Schedule, the submission will be referred to the Labour Services Branch.
- 4.6 The Owner shall take all necessary precautions to ensure the confidentiality of the information received under these provisions.

#### **5. Remedies**

- 5.1 Upon discovering apparent breach of these conditions, the owner will notify the contractor and, where a breach is found and not corrected, the owner maintains the right to:
- i) Delay progress advances due under the contract.
  - ii) Reject future bids received from the contractor who has violated these requirements.

## EMPLOYEE INFORMATION AND RELEASE FORM

PROJECT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

I hereby give permission to release the following information to the Yukon government and give permission to the Health Services Branch to release to the Business Incentive Office my Date of Registration with the Yukon Health Care system.

Employee's Name	Employee's Signature
<b>PERSONAL INFORMATION</b>	
1. Normal Place of Residence	
Municipality and Territory/Province	
Since When (Date - Month Day Year)	
2. Accommodation at Job Site	
Type (Hotel, residence, camp, other - describe)	
Meals included (Yes or No)	
3. Date of Hire on Job Site	
<b>TRADE INFORMATION</b>	
1. Registered Trade	
2. Trade Status (Apprentice, Journeylevel, Not Certified)	
3. Point of Registry (Where employee is registered)	
4. Registration or Apprenticeship Contract #	
<b>PROOF OF YUKON RESIDENCY</b>	
1. Yukon Health Care Registration Number	
2. Date of Yukon Health Care Registration	
3. Other (Describe and attach appropriate document)	



# EMPLOYMENT REPORT

PERIOD COVERED - FROM: \_\_\_\_\_ TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

SUBMITTED BY: \_\_\_\_\_

SHEET \_\_\_\_\_ OF \_\_\_\_\_

Employee Name	Permanent Address	Yukon Health Care Insurance Registration No.	Type of Work Performed (I)	Hourly Rate (ii)	FWS Rate (iii)	Hours Worked (Iv)	Benefits (v)	Vacation Pay	Total Wages & Benefits (vi)

Permanent Address = Municipality/Area and Territory/Province - normal place of residence  
 (i) Type of Work = Carpenter, Labourer etc - as defined in the Fair Wage Schedule (iv) Hours Worked = Total hours worked during the period (Indicate whether regular or overtime and use separate lines for regular and overtime)  
 (ii) Hourly Rate = Rate of pay for this employee (v) Benefits = Employer contribution to supplementary health, life, disability insurance and pension plans if applicable  
 (iii) FWS Rate = Hourly wage required under the Fair Wage Schedule (vi) Total Wages Paid = All wages/benefits/vacation pay for the period (paid or payable)

Submitted : \_\_\_\_\_ Date: \_\_\_\_\_ Verified: \_\_\_\_\_ Date: \_\_\_\_\_

---

**I GENERAL**

**1. Scope**

This standard describes the fire protection requirements for Yukon Territorial Buildings under construction, alteration, repair or demolition.

**2. Control of Visitors**

All visitors to the construction site shall be required to report to the Contractor’s Superintendent.

**3. Administration**

“Approved” means approved by the Yukon Territorial Fire Marshall or his representative.

---

**II STRUCTURAL REQUIREMENTS**

**1. Scaffolding and Forms**

Combustible scaffolding and forms, including combustible debris incidental to their installation or removal, shall be removed from the building as soon as possible, and disposed of in an approved manner. Unnecessary accumulation of these materials shall be avoided and they shall be stored in an orderly fashion.

**2. Temporary Enclosures**

- (a) Flame proofed tarpaulins or materials of equivalent fire retardant characteristics shall be used. The flame proofing treatment for tarpaulins shall comply with N.F.P.A. Standard No. 701 flame Proofed Textiles.
- (b) When used to enclose buildings temporarily, the enclosing material should be fastened securely or guarded by construction so it cannot be blown against salamanders and heaters by the wind.

**3. Stairways, Passageways, Runways, Scaffolds**

- (a) Access to the outside or other approved safe location by means of stairways, passageways, runways or scaffolds shall be maintained at all times from the uppermost floor level of the building under construction.
- (b) At least one stairway shall be maintained in usable condition at all times.
- (c) Adequate handrails shall be provided for all stairways, passageways, runways or scaffolds forming the means of egress from all parts of the building under construction.
- (d) Stairways, passageways, runways and scaffolds shall be maintained clear of all obstructions.

**4. Construction Offices and Sheds**

Construction offices and sheds of combustible construction should be located at least 10m from the building under construction wherever practical.

---

**III SERVICES**

**1. Temporary Heating**

- (a) Temporary heating shall be provided by means of approved heating appliances.
  - (b) Electric heaters shall be designed and installed in accordance with the requirements of the CSA Standard C22.1 Canadian Electrical Code.
  - (c) Liquid fuel fired heating appliances shall be installed in accordance with the requirements of CSA Standard B139 – Oil Burning Equipment. Indirect fired gasoline heaters located outside the buildings should be used in preference to salamanders.
  - (d) Gas fired heating appliances shall be installed in accordance with the requirements of Gas Burning Devices Act.
-

- (e) Solid fuel heating appliances shall be installed in accordance with CSA Standard B-365 "Installation Code for Solid Fuel Burning Appliances".
- (f) Hot air or exhaust ducts shall be constructed of non-combustible materials and be adequately supported.
- (g) Covered metal receptacles shall be provided for the disposal of ashes.
- (h) Heaters driven by internal combustion engines shall be removed to the outdoors for the refueling of the engine, where practicable.
- (i) Steam lines shall be securely and rigidly supported. Steam lines within easy reach of workmen shall be equipped with guards or pipe covering.

## **2. Temporary Electrical Wiring and Lighting**

- (a) All electrical wiring and equipment shall conform to CSA Standard C22.1 – Canadian Electrical Code.
- (b) The main services switch shall be securely mounted on a substantial support, shall be readily accessible and shall be provided with a suitable locking device. No obstruction of any kind shall be placed within 900 mm of this switch.
- (c) Electrical control panels shall be securely mounted on substantial supports and readily accessible. No obstruction shall be placed within 900 mm in front of such panels.
- (d) All cables and wires for electrical distribution shall be suspended overhead with adequate clearance for traffic. Such cables and wires shall be suitably protected against damage.
- (e) Extension cords in fixed positions shall be carried overhead and adequately secured in place. Such cords shall be disconnected when not in use.
- (f) Adequate lighting shall be provided throughout the building under construction in all work areas, passageways, and stairways. Electrical lamps for temporary lighting shall be protected by wire guards against breakage.
- (g) Where construction operations are carried out at night, emergency lighting shall be provided in locations designated by the Engineer to provide access to a safe location from working areas. Such installations shall conform to the requirements as prescribed by the Yukon Territorial Fire Marshal's Office.
- (h) Electrical control panels and equipment shall be inspected at frequent intervals and maintained in safe condition.
- (i) High tension lines shall be marked so as to be clearly visible to the operators of construction equipment. Section 76 Canadian Electrical Code – Part 1 C22.1-98.

---

## **IV HAZARDOUS OPERATIONS**

### **1. Flammable Liquids**

- (a) Flammable liquids, where the quantity does not exceed 225 litres shall be stored either outside the building, in the open or in detached sheds located as far as practicable from the building, or inside the building in accordance with the requirements of the Yukon Territorial Fire Marshal's Office.
- (b) Flammable liquids, where the quantity is in excess of 225 litres shall be stored and handled in accordance with the requirements of the Yukon Territorial Fire Marshal's Office.
- (c) The quantity of flammable liquids removed from their storage facilities to the work site shall be limited to that required for one day's operations, and shall be returned to the storage facilities at the conclusion of that day's operations. When operations are being carried out on a 24-hour basis, the quantity of flammable liquids permitted at the work site shall be limited to that consistent with such operations.
- (d) Used or empty containers shall not be permitted to remain inside the building.
- (e) Adequate ventilation shall be provided for paint spraying operations and such operations shall be conducted remote from any potential source of ignition.
- (f) Cleaning rags shall be kept in closed metal containers and removed from the premises at the end of each working day.
- (g) All spills of flammable liquids shall be cleaned up immediately.

### **2. LP Gas Cylinders**

- (a) Liquefied petroleum gas cylinders shall be installed in accordance with the requirements of CSA Standard B149 – Gas Burning Appliances and Equipment.



- (b) The aggregate capacity of cylinders connected to one portable manifold shall not exceed 136 kg and not more than one such manifold with cylinders shall be located in the same room unless separated by at least 15 m. When not in use, such cylinders and equipment shall be removed from the building or structure. When used in buildings that are occupied by people, such equipment and cylinders shall not be left unattended at any time.
- (c) Cylinders that are empty and that have been in service shall be stored outside the building. Where stored inside they shall be considered as full cylinders for the purpose of determining the maximum quantity of LP Gas permitted within the building.

### **3. Asphalt and Tar Kettles**

- (a) Asphalt and tar kettles shall be located a minimum distance of 12 m from any building when on the ground. Where such clearances are impracticable, the Fire Marshal or his representative will be required to approve the proposed location.
- (b) Asphalt and tar kettles may be located on a non-combustible roof at a spot designated by the Yukon Territorial Fire Marshall or his representative where there is no danger of ignition of any combustible materials below.
- (c) Asphalt and tar kettle, fuel supplies, shall be installed in accordance with the appropriate CSA Standard related to Fuel Burning Equipment.
- (d) Asphalt and tar kettles shall be provided with metal covers.
- (e) Asphalt and tar kettles shall be equipped with a thermometer or other suitable gauge located in full view of the operator. They shall not be operated at temperatures in excess of 220° C or – 4° C below the flash point of the material being used, whichever is the least.
- (f) Asphalt and tar kettles shall be under continuous supervision when such equipment is in operation.
- (g) A 9 k.g. Dry Chemical fire extinguisher shall be located at an accessible location of not more than 8 m from asphalt and tar kettles. Such extinguishers shall bear a certificate certifying that the extinguisher has been serviced within the last thirty (30) calendar days.

### **4. Cutting and Welding**

- (a) Prior to operating any cutting and welding equipment the following precautions will be taken:
  - (i) All combustible materials within 10 m of the cutting and welding site shall be removed wherever possible. Combustible construction or combustibles which cannot be removed shall be protected by approved non-combustible sheathing or tarpaulins.
  - (ii) A watchman provided with a suitable fire extinguisher, shall be posted on the site for the duration of cutting and welding operations, for a period of 30 minutes thereafter. Before leaving he shall make an inspection of the site and report to the job Supervisor to ensure that all is in order.

### **5. Blow Torches**

- (a) Where blow torches are being used in the vicinity of combustible construction or materials, such construction or materials shall be shielded from direct contact with the flame.
- (b) No fuel, other than contained in the blow torch, shall be permitted on the work site. Blow torches shall be refueled either outdoors or in an approved flammable liquid storage location as stipulated under the Flammable Liquids Paragraph.
- (c) Blow torches shall not be allowed to operate unattended.

---

## **V MISCELLANEOUS**

### **1. Smoking – NFC 95**

Smoking shall be prohibited in the vicinity of areas where flammable liquids are used or stored or locations as designated by the Yukon Fire Marshal's Office and "NO SMOKING" signs shall be posted.

### **2. Waste Material and Rubbish**

- (a) Waste material and rubbish shall not be stored or allowed to accumulate within the building or immediate vicinity but shall be removed from the premises at least daily.
- (b) No material shall be disposed of by burning on the premises or immediate vicinity without permission from the local fire department, the Yukon Territorial Fire Marshal's Office or Yukon Forest Service.
- (c) Dried vegetation shall be kept clear of the building under construction by at least 6 m.
- (d) Dry material or rubbish shall be wet down, if necessary, to lay dust or prevent it being blown about.

---

## **VI FIRE PROTECTION**

### **1. Water Supplies – NBC 95**

- (a) Where underground water mains, to supply hydrants, standpipes or sprinkler systems are to be provided, under the contract, they shall be installed, completed, and made available for permanent use as soon as possible but not later than the time at which 30% of the construction program has been completed.
- (b) Water supplies, including underground mains and hydrants, shall be suitable protected against freezing.

### **2. Fire Extinguishers – NFC95 – Part 6 NFPA 10**

- (a) A 10 litre water type extinguisher shall be provided in all storerooms, workshops and detached sheds.
- (b) At least one 10 litre water type extinguisher shall be provided on each floor adjacent to working stairways.
- (c) At least one Dry Chemical extinguisher of minimum size, 9 kg or equivalent, shall be provided in all areas in which flammable liquids are stored or handled, including paint shops, where cutting and/or welding operations are being carried out, where oil or gas fired heating equipment is installed and where tar and asphalt kettles and blow torches are in use.
- (d) All extinguishers shall be suitable for use in below freezing temperatures unless they are permanently installed in heated premises.
- (e) Extinguishers shall be installed in accordance with the requirements of the Yukon Territorial Fire Marshal's Office.
- (f) Where a water supply of not less than 318 litres per minute at a pressure of not less than 80 Kpa at the highest outlet, is installed as building construction progresses, hose and nozzles may be provided in lieu of pump tank extinguishers. Such hose shall have a minimum internal diameter of 19 mm and the nozzle shall be of the adjustable spray type with a minimum orifice of 10 mm and installed in such a manner that it will reach all extremities of the structure.

### **3. Standpipes**

- (a) In all buildings in which standpipes are to be provided, they shall be installed as the construction progresses, complete with hose and valves in such a manner that they are always ready for fire department use to the topmost floor that has been erected. Such standpipes shall be provided with a fire department connection on the outside of the building at the street level and with one outlet at each floor. All outlets, connections and fittings shall be designed to fit the fire department equipment.
- (b) Standpipe and hose systems shall be installed in accordance with the requirements of the National Building Code 1995 – 3.2.5.9;  
NFC – 95 6.4;  
NFPA 14 – Standard for Installation of Standpipes and Hose Systems  
NFPA 20 – Fire Pumps

### **4. Sprinkler Systems**

- (a) In all buildings where an automatic sprinkler system is to be provided, the installation shall follow the construction and be placed in service before or immediately following completion of each floor and before it is occupied.
- (b) Sprinkler systems shall be installed in accordance with the requirements of NBC 95 Sprinkler Systems  
NFPA 13  
NFC 95 6.6 Water Supply Systems (Maintenance)

### **5. Removal of Protection Provided by Fire Protection Systems NFC Section 2.14**

- (a) Water supplies, hydrants, sprinkler systems, standpipe systems, fire alarm systems or any other installed fire protection system shall not be shut down, shut off, disconnected, blocked or otherwise impaired without authority in writing from the Yukon Territorial Fire Marshal's Office and the insurance underwriters who must be advised.

- (b) Closed valves and inoperative fire alarm boxes shall be tagged or identified in a manner acceptable to the Yukon Territorial Fire Marshal's Office.
- (c) When construction work requires the temporary removal of the protection provided by an installed fire protection system, the work shall be programmed to limit the outage to the absolute minimum and to assure that all practical precautions are taken in the form of substitute protection and rescheduling of hazardous work until the protection is restored.

**6. Access for Fire Fighting NBC 95 –3.2.2.10)**

**NFC 95 Section 2.5**

- (a) Access shall be provided and maintained at all times to all fire fighting equipment including fire hose, extinguishers sprinkler valves and hydrants.
- (b) An alternate route for fire department vehicles shall be provided where temporary trenching or other obstructions may block the normal route. The local fire department shall be immediately notified of such action.

**7. Watchman Service**

- (a) Major projects as designated by the Owner shall be patrolled at all times when construction operations are not in progress, by a watchman or watchmen making regular rounds.
- (b) Watchmen's rounds shall be recorded by means of approved time recording devices and sufficient stations shall be provided to ensure that all parts of the property are covered. Watchmen shall be required to report to a central point at the conclusion of each round.
- (c) Watchman shall be required to wear safety helmets and carry battery operated flashlights while on duty.
- (d) Watchmen shall be conversant with the Fire Organization stipulated in the following section.

**8. Fire Organization - NFC 95**

- (a) The management of the contractor shall be responsible to the Owner for fire protection, including the enforcement of the requirements in the preceding Sections of these Standards.
- (b) Provision shall be made to notify the local fire department in case of fire by means of a fire alarm box near the premises, a telephone or other method satisfactory to the Yukon Territorial fire Marshal's Office.
- (c) Written instructions shall be prominently posted outlining the procedure to be followed in the event of a fire, gas leak or other emergency.  
These instructions shall include:
  - i. alerting all personnel in that area;
  - ii. notifying the fire department;
  - iii. attempting to extinguish or contain fire by means of fire protection equipment provided.

**9. Contractor's Responsibilities**

Compliance with the above requirements does not absolve the Contractor from being fully responsible for the actions of his own employees; neither does it negate the necessity of conforming to Supplementary General Conditions Paragraph 4 – INSURANCE.