

**INTERIOR DRAINAGE AND OIL INTERCEPTOR
TUTCHITUA GRADER STATION - BLDG. #4866
TUTCHITUA YUKON
2008 / 2009**

Project Summary

Cut slab and replace with sloped floor for oil interceptor and install leach pit and septic tank and field for toilet in grader station

GOVERNMENT OF THE YUKON

DEPARTMENT OF HIGHWAYS AND PUBLIC WORKS
PROPERTY MANAGEMENT AGENCY

SHORT FORM CONSTRUCTION CONTRACT

INTERIOR DRAINAGE AND OIL INTERCEPTOR
TUTCHITUA GRADER STATION - BLDG. #4866
TUTCHITUA YUKON
2008/ 2009

FORMS SUPPLIED:

Number of Pages

Instructions to Bidders.....	3
Supplementary Instructions to Bidders.....	1
Yukon Business Incentive Policy - Eligibility Statement.....	1
Tender and Acceptance Form.....	4
General Conditions.....	10
Supplementary General Conditions	1
Standard Guide for Take-Over Procedures (Appendix 'B')	1
Supplementary General Conditions	
- SC 1 - Local Hire and Working Conditions.....	2
- SC 2 - Reporting Requirements.....	2
- Employee Information and Release Form.....	1
- Supplementary Contractor Information	1
- Reporting Sheet	1
"E" Fire Protection Standards for Building Construction	4
Fair Wage Schedule.....	1

SPECIFICATIONS

<u>SECTION</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
----------------	--------------	---------------------

DIVISION 01 – GENERAL REQUIREMENTS

01005	General Instructions	3
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DIVISION 02 – SITE WORK

02323	Slab Removal, Excavation and Base Preparation	2
02540	New septic System.....	4
02821	Chain Link Fences and Gates.....	2

DIVISION 03 - CONCRETE

03100	Concrete Formwork.....	2
03200	Concrete Reinforcement	2
03300	Cast-in-Place Concrete	5

DIVISION 15 - MECHANICAL

15155 Sump Drain and Oil Interceptor.....2

LIST OF DRAWINGS

- S-1 of 5 Proposed Slab Reconstruction Plan
- S-2 of 5 Sump and Oil Interceptor Pit Detail
- S-3 of 5 Slab and trench Section and Pipe Bedding Details
- S-4 of 5 Rock Pit Details
- S-5 of 5 New Curb and Main Door Adjustment Detail
- M-1 of 3 Site Plan
- M-2 of 3 Absorption Bed Section
- M-3 of 3 Details

**GOVERNMENT OF THE YUKON
SHORT FORM CONSTRUCTION CONTRACT
INSTRUCTIONS TO BIDDERS**

1. TENDER FORMS

1.1 Bids must be submitted on the Tender and Acceptance form provided, enclosed and sealed in the envelope provided:

and mailed to:

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

or hand delivered to:

Contract Services
Second Floor
9010 Quartz Road
Whitehorse, Yukon

(the "Owner")

OR

Government of the Yukon
Regional Services
Property Management Division
108 – 10th Street
Watson Lake, Yukon
Y0A 1C0

A bid from a Bidder in the form of a facsimile will NOT be considered.

1.2 The bid shall be received by the Owner by **4:00 p.m., Whitehorse local time, July 17, 2008**.

1.3 The Bidder shall identify, on the envelope containing the bid, the name and address of the Bidder, the name of the Project and the date and time of bid closing.

1.4 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 information required by the Tender and Acceptance form (4 pages) shall be provided. Any items omitted or any special conditions or qualifications added to the bid **may** cause the bid to be rejected, **and may affect the evaluation of the bid as outlined in section 10. of these 'Instructions to Bidders'**. Erasures or corrections must be initialled by the person(s) authorized to sign the bid. Any bid offered on other forms or with alterations may be rejected. No escalation clauses will be accepted.

1.5 The List of Subcontractors on page 4 of the Tender and Acceptance form shall be submitted with the bid. Bidders must list all subcontractors proposed for the Work, including the use of Own Forces for the trades, if any. 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. Failure to comply with this request may be cause for rejection of the bid.

Bidder must 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 of the contract. The Owner may require the Bidder to provide evidence of 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.*"

1.6 The Bidder who wishes to withdraw the bid from consideration may do so by submitting a written withdrawal letter to the same address to which the bid was submitted prior to bid closing time and the bid will be returned to the Bidder unopened.

1.7 The Bidder who wishes to verify that the bid has been received prior to bid closing time may do so by calling the Contract Services at (867) 667-5385 in Whitehorse or (867) 536-7405 in Watson Lake. The Bidder must state the Bidder's name before this information will be released. No other information concerning bids will be released under any circumstances prior to bid opening.

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 In order to be considered, bids must be received at the location specified in paragraph 1.1 before the specified bid closing 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.
- 2.3 Where a formal bid has been received before the specified bid closing time, amendments to the bid price are acceptable provided that such amendments are also received at the location specified in paragraph 1.1 prior to the specified bid closing time. Any amendment to the bid price shall state only the AMOUNT by which the bid price is increased or decreased and shall NOT indicate the revised total bid price. An amendment to a bid should clearly state the name of the Project, date and time of bid closing, and the name and address of the Bidder and may be mailed or hand delivered as specified in paragraph 1.1 or transmitted to:

Facsimile No. (867) 393-6245

- 2.4 If the Owner accepts this bid, the Bidder will be bound by the Tender Documents and the General Conditions and will commence the Work within the time specified in paragraph 3 and complete all the work by the Date for Substantial Performance of the Work.
- 2.5 If, in the opinion of the Owner, a tender contains a minor defect or technical irregularity, or fails in some minor way to comply with a requirement of the contract documents which can be remedied without providing unfair advantage with respect to other tenderers, the Owner may request clarification or information from the tenderer to be provided within two business days. The Owner maintains the option to waive the minor defect or technical irregularity, and accept the tender.

3. BID SECURITY

- 3.1 The Bidder shall submit bid security with the bid either in the form of a bid bond in the amount of 10% of the bid price with a "Consent of Surety", cash, a Canadian postal money order, a certified cheque, an assignable redeemable term deposit, a bank draft, bearer or assignable bonds of the Government of Canada or of a Canadian provincial government, or an irrevocable letter of guaranteed credit acceptable to the Owner, in an amount not less than 10% of the bid price. Failure to provide such bid security may cause the bid to be rejected. The bid security may be forfeited at the option of the Owner should the Bidder fail to enter into the contract within **7** days of receipt of notice of acceptance of the bid by the Owner.
- 3.2 If tender security is deficient by 10% or less because of calculation error or an amended price made subsequent to tender submittal, the Owner may:
- .1 accept such deficient tender security as if it were in the proper amount.
 - .2 if the deficient tender security is received from the highest ranked tenderer, accept the tender and award the contract. The Contractor must correct the security deficiency prior to the first contract payment being released.
- 3.3 If a Consent of Surety is required, and is not received from the highest ranked tenderer, the Owner may give notice to such tenderer allowing two business days to provide the Consent of Surety. Failure to then provide the Consent of Surety may cause the tender to be rejected.

4. CONTRACT SECURITY

The successful Bidder shall provide Contract security as described in GC19 of the General Conditions.

5. ACCEPTANCE PERIOD

This bid may not be withdrawn and is irrevocable for a period of 30 days following the bid closing time.

6. ALTERNATIVES

Bidders wishing to propose equal or alternative materials or equipment to those specified shall submit requests in writing to the Owner a minimum of 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 such requests without providing reasons for rejection. Where the use of 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 GC18 of the General Conditions.

8. GOODS AND SERVICES TAX

The goods and services to be provided for the Project are for the use of, and are being purchased by the Government of the Yukon with Crown Funds, and are therefore not subject to the Goods and Services Tax. It shall be the responsibility of the Bidder to apply directly to Revenue Canada for input tax credits of any GST paid should the bidder be awarded the Contract.

9. GOVERNING LAWS AND REGULATIONS

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

GC15: LAWS, PERMITS AND BY-LAWS

GC16: WORKERS COMPENSATION

10. BID EVALUATION CRITERIA

Pursuant to sections 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:

10.1 Ranking:

.1 Bid Price

10.2 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 bidder's experience in similar work.
- .3 The bidder's financial capability.
- .4 The bidder's past performance.

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

- 10.3** Should the Owner judge the highest ranked bidder as not able to fulfil the Contract requirements, the Owner will proceed to evaluate the next highest ranked bidder using the criteria in 10.2. This process will be used until a suitable bidder is judged to be capable of fulfilling the Contract requirements.

11. QUESTIONS AND EXAMINATION OF THE SITE

- 11.1** All questions in reference to this Project or arrangements to examine the premises of the Work must be directed to the Project Manager:

Kevin Sumner
Project Manager
Property Management Agency
Department of Highways and Public Works
P.O. Box 2703
Whitehorse, Yukon
Y1A 2C6
Phone: (867) 667-3004
Fax: (867) 667-5349

- 11.2** A Bidder shall be deemed to have inspected the site and all conditions thereon and to have reviewed all contract documents and to have made all investigations necessary to obtain full understanding as to the form and nature of the site, ground, the quantities, location and nature of the Work, the means of access to the site, the accommodation and facilities required, and the conditions under which the labour force will be employed, and, in general, have obtained all necessary information, local or otherwise, as to risks, contingencies and other circumstances which may influence or affect the bid. No allowance will subsequently be made for failure to make such inspection and review.

**GOVERNMENT OF THE YUKON
SHORT FORM CONSTRUCTION CONTRACT**

SUPPLEMENTARY INSTRUCTIONS TO BIDDERS

1. Contractors may refer to the "Government of the Yukon - 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 Services, located on the 2nd floor, 9010 Quartz Rd., Whitehorse, or available on-line at <http://www.gov.yk.ca/source/globalist.cfm>
2. The Contracting Directive requires 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 4 of the Tender and Acceptance form, certifying that they have made best efforts. The Owner may require the Bidder to provide evidence of best efforts taken.
3. **FIELD TESTING**
EBA Engineering will be contracted by the owner to do field testing for contaminants in the soil once the slab has been removed. If contaminants are found contractor will supply a time and materials cost based on a cubic metre of material removed and replaced. This is to be documented in the Separate Price line on the tender sheet. Areas for disposal of concrete, Storage of hazardous waste and clean fill for replacing contaminants will be listed in scope of work.
4. **JOINT TENDER CLOSING:**
Tenders for this project may be submitted to the Contract Services Office 2nd Floor – 9010 Quartz Road, Whitehorse **or** Regional Services 108 -10th Street in Watson Lake.
5. **THE FAIR WAGE SCHEDULE** rates, effective April 1, 2006, 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. .

Effective April 1, 2006 and on April 1st of each subsequent year, all rates in the Fair Wage Schedule will be increased by the annual increase in the Consumer Price Index for Whitehorse maintained by Statistics Canada

The current applicable Fair Wage Schedule can be found at:
www.community.gov.yk.ca/labour/fairwg.html or by contacting Labour Services at 667-5944.

6. **BID PRICING:**
Bidders are to provide the following pricing information on the Tender and Acceptance form. Bidders are to provide a true and accurate cost of these prices, as the contract may be awarded on the Base Bid only, or a combination of the Base Bid plus any or all of the Separate Prices. .
 - 6.1 **BASE BID PRICE:**
The Base Bid is to include all costs required to complete the work of this contract except the work identified as Separate Price Items.
 - 6.2 **SEPARATE PRICE #1 – CUBIC METRE**
Separate Price #1 is to include all costs to remove and replace acceptable material if contaminants are found once existing slab has been removed.

GOVERNMENT OF THE YUKON
SHORT FORM CONSTRUCTION CONTRACT
SUPPLEMENTARY GENERAL CONDITIONS

1. INSURANCE:

- .1 **DELETE:** GC 18.1 (b) Builders Risk – Direct Damage Insurance
This insurance coverage is not a requirement of this contract.
- .2 **DELETE:** GC 18.1 (c) Contractors Equipment Floater
This insurance coverage is not a requirement of this contract.
- .3 **ADD: to GC 18.1**
 - (e) **All Risks Installation Floater** covering the work and all materials intended to become part of the finished work at the site of the project while awaiting, during and after installation, erection or construction including testing and with the following conditions:
 - .1 The Insureds will be the Contractor and Government of Yukon.
 - .2 The insurance will also cover all risks while materials are being transported anywhere within North America.
 - .3 The insurance will include expenses incurred in the removal from the construction site of debris of the property insured, including demolition of damaged property, de-icing and dewatering occasioned by loss, destruction or damage to the property insured.
 - .4 The Loss Payee will be the Contractor or Government of Yukon as their respective interests may appear.
- .4 Immediately upon execution of the contract, the Contractor will provide the Government of Yukon Certificate of Insurance, form YG(4548Q)F1, signed by the Insurer or its Agents, confirming the existence of the insurance contemplated by this agreement

Yukon Business Incentive Policy for Construction - Eligibility Statement -



This contract:

 ✓ is eligible

 is not eligible

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

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 between the ages of 16 and 24 inclusive.)*
- **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)*

More information, the actual policies and the Rebate Schedule can be found on the Business Incentive website at www.economicdevelopment.gov.yk.ca/general/bip.html

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

- 2.9 this bid supersedes and cancels all communications, negotiations and agreements relating to the Work other than contained in the completed bid;
- 2.10 this bid may not be withdrawn after the bid closing time and is irrevocable for a period of 60 days following the bid closing time;
- 2.11 if this bid is accepted and the Bidder fails to commence the Work within 15 days of receiving notification of acceptance of the bid by the Owner then: the Bidder's bid security may be forfeited at the discretion of the Owner or, the Bidder will forfeit, at the discretion of the Owner, the difference between the Bidder's bid price and the amount of the contract for the Work subsequently entered into by the Owner plus any additional costs incurred by the Owner which can be attributed directly to the necessity of awarding the Contract to another Bidder; and, the Owner may accept another bid as if it had been originally selected;
- 2.12 communications in writing between the parties shall be considered to have been received 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 or by telegram, to have been delivered within 5 working days of the date of mailing, dispatch or of delivery to the telegraph company when addressed to the addresses set out herein;
- 2.13 the law of the Yukon shall govern the interpretation of the Contract;
- 2.14 the Contract Documents shall enure to the benefit of and be binding upon the parties hereto, their legal representatives, successors and permitted assigns.

3. ADDENDA

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

4. CONTRACT PRICE

PRICE INFORMATION:

The Bidder agrees that the following is the Contract Price(s) referred to in paragraph 1 of this Tender and Acceptance. Refer to Supplementary Instructions to Bidders and the Specifications and Drawings for information on completing the price information requested. (Not Including G.S.T.)

.1 BASE BID PRICE:

ALL WORK REQUIRED TO COMPLETE THE PROJECT, EXCEPT THAT SPECIFICALLY IDENTIFIED AS SEPARATE PRICE ITEM

Refer to Supplementary Instructions to Bidders, Item 6.1 (\$ _____)

.2 SEPARATE PRICE #1:

CUBIC METRE PRICE

Refer to Supplementary Instructions to Bidders, Item 6.2 (\$ _____)
per cubic metre

5. OFFER AND ACCEPTANCE

The undersigned hereby offers to perform the Work for the above stated Contract Price and acknowledges that upon acceptance by the Government of the Yukon, the Bidder will be bound by the Tender Documents and the General Conditions and will substantially perform all work included in the Contract by the Date for Substantial Performance of the Work.

EXECUTION INFORMATION

Sole Proprietorship:

A sole proprietor shall sign in the presence of a witness who shall also sign where indicated. Insert the words "Sole Proprietor" after Title.

Partnership:

One or more Partners shall sign in the presence of a witness or witnesses who shall also sign where indicated. All Partners are thereby bound to and are liable under the terms of the Contract pursuant to the Partnership Act. Insert the word "Partner" for each signature.

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 be affixed to this form by a person authorized to do so. When this form is signed by officers other than the President and Secretary of the Company, a copy of the by-law or resolution of the Board of Directors authorizing them to do so must be submitted with the Tender Documents

* * * * *

Contractor's Full Business Name and Address: (Please Print)

(Name)

(Address)

(Address)

(Phone)

(Fax)

Corporate
Seal

Contractor:

Accepted and Agreed to by the Government of the Yukon:

(Signature)

(Name of Authorized Signatory)

(Title)

(Witness Signature)

(Witness Name)

(Date)

(Signature)

(Name of Authorized Signatory)

(title)

(Witness Signature)

(Witness Name)

(Date)

GOVERNMENT OF THE YUKON
General Conditions of the Short Form Construction Contract

GC1 DEFINITIONS

- 1.1 The "Contract Documents" include the executed form of Tender and Acceptance, the Instructions to Bidders, the General Conditions, Supplementary General Conditions, if any, plans, specifications, drawings, appendices, all addenda issued during the tender period and such other documents identified as constituting part of the Contract Documents.
- 1.2 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.
- 1.3 The "Project" means the total construction contemplated of which the Work may be the whole or a part.
- 1.4 The "Work" means the total construction and related services required by the Contract Documents.
- 1.5 The "Owner" means the Government of the Yukon whose representative will be the Department of Highways and Public Works, Building Development Section and 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.
- 1.6 The "Project Manager" means such person specifically designated by or on behalf of the Owner to administer the Contract or a person employed by the Owner and is referred to throughout the Contract Documents as if singular in number.
- 1.7 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.
- 1.8 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.
- 1.9 "Substantial Performance of the Work" shall have been reached when the Work is ready for use or is being used for the purpose intended; the Work is 95% completed (excluding such items of work as set out in GC11 - PAYMENT, paragraph 11.11); and the requirements of the General Conditions of the Contract relating to Substantial Performance of the Work have been met.
- 1.10 "Total Performance of the Work" means when the entire Work, except those items arising from the provisions of GC20 - RECTIFICATION OF DEFECTS, has been performed to the requirements of the Contract Documents; all building systems have been brought to a state of full readiness for operation to the Owner's satisfaction in accordance with the Contract Documents; all deficiencies and incomplete work previously identified have been rectified or completed; and all requirements of the General Conditions of the Contract have been met.
- 1.11 The "Contract Administrator" for the purposes of this Contract means a person or persons as may be employed by the Owner from time to time to be responsible for performing specific tasks described in the General Conditions and is referred to throughout the Contract as if singular in number.

GC2 PROJECT MANAGER'S RIGHTS AND OBLIGATIONS

- 2.1 The Project Manager shall have access to the Work at all times during its execution and the Contractor will provide the Project Manager with full information and assistance in order that the Project Manager may ensure that the Work is executed in accordance with the Contract. The Project Manager will visit the site at appropriate intervals to review the status and quality of the work performed pursuant to the Contract.
- 2.2 The Project Manager shall decide any question as to whether anything has been done as required by the Contract or as to what the Contractor is required by the Contract to do, including questions as to the acceptability of the quality or quantity of any labour, plant or material used in the execution of the Work, and the timing and scheduling of the various phases of the Work.

- 2.3 The Project Manager shall have the right, in accordance with the General Conditions, to order additional work, dispense with or change the whole or any part of the Work provided for in the plans and specifications and to require the Contractor to correct all deficiencies. The Project Manager shall decide whether anything done or not done as a result of directions given under this paragraph has increased or decreased the cost of the Work to the Contractor and, upon approval by the Owner, the amount payable under the Contract to the Contractor will be increased or decreased accordingly by an amount calculated in accordance with GC9 - DETERMINATION OF COSTS. The Project Manager will review all invoices, progress payments and work orders to ensure compliance with the intent of the Contract.
- 2.4 The Contractor shall comply promptly with any decision or direction of the Project Manager given under this General Condition.

GC3 DELAY, NON-COMPLIANCE, OR DEFAULT BY THE CONTRACTOR

If the Contractor delays in the commencement, execution or completion of the Work, fails to comply with a direction or decision of the Project Manager properly given, or is in default in any other manner under the Contract, the Project Manager may do all things deemed necessary to correct the Contractor's default including taking the Work or part thereof out of the Contractor's hands. The Contractor will reimburse the Owner for all costs, expenses and damage incurred or sustained by the Owner by reason of the Contractor's default or in correcting the default. In addition to the aforementioned remedies in this paragraph, the Owner may, if the default continues for 6 days after notice in writing of default has been given to the Contractor by the Project Manager, terminate the Contract in accordance with GC4 - SUSPENSION OR TERMINATION OF THE CONTRACT.

GC4 SUSPENSION OR TERMINATION OF THE CONTRACT

- 4.1 Notwithstanding paragraphs 4.2 and 4.3, the Owner may, upon 30 days notice in writing to the Contractor, suspend or terminate the Contract at any time for reasonable cause. The Contractor will comply with such notice immediately.
- 4.2 If the Owner suspends the Work for 30 days or less, the Contractor must, subject to the remedy under GC5 - CHANGES IN SOIL CONDITIONS and GC13 - EXTENSION OF TIME, complete the Work when called upon to do so. If the Owner suspends the Work for a period in excess of 30 days, the Contractor may request the Owner to terminate the Work pursuant to paragraph 4.4.
- 4.3 The Owner may terminate the Contract upon written notice because of: the bankruptcy of the Contractor; the insolvency of or the commission of an act of bankruptcy by the Contractor; the appointment of a receiver because of the insolvency of the Contractor; or failure of the Contractor to prosecute the Work properly or to comply with the requirements of the Contract to a substantial degree. Upon such termination, the Owner shall withhold further payments and all monies then due to the Contractor until the Work is finished. Termination under this paragraph shall not relieve the Contractor of any legal or contractual obligations other than the physical completion of the Work. In such circumstances, the Owner may complete or have the Work completed as it sees fit and all costs and damages incurred by the Owner due to the non-completion of the Work by the Contractor shall be payable by the Contractor to the Owner and such costs and damages may, at the discretion of the Owner, be deducted from monies due to the Contractor, if any.
- 4.4 If the Owner terminates the Work other than in accordance with paragraph 4.3 hereof, the Owner will pay to the Contractor an amount calculated in accordance with GC9 - DETERMINATION OF COSTS subject to any additions or deductions otherwise provided by the General Conditions less any payments made pursuant to GC11 - PAYMENT, paragraph 11.2. In no event, however, shall such amount be greater than the amount which would have been payable to the Contractor had the Contract been completed.

GC5 CHANGES IN SOIL CONDITIONS

- 5.1 No extra payment will be made to the Contractor for any extra expense, loss or damage for any reason unless the Project Manager certifies that such extra expense, loss or damage is directly attributable to a substantial difference between the soil conditions at the Place of the Work indicated by the plans and specifications or any reports provided to the Contractor and the actual soil conditions found there and the Contractor has, within 30 days of encountering such soil conditions, given written notice to the Project Manager of a claim for such extra expense, loss or damage. The amount of any extra payment to be made under this paragraph will be calculated in accordance with GC9 - DETERMINATION OF COSTS.
- 5.2 If, in the opinion of the Project Manager, any difference in soil conditions referred to in paragraph 5.1

hereto results in a saving of expenditure to the Contractor, the amount of such saving shall be paid to the Owner by the Contractor.

GC6 DISPUTES

- 6.1 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 Project Manager, shall be settled in accordance with the requirements of this General Condition.
- 6.2 The parties shall appoint a Project Mediator acceptable to both parties within 15 working days of a notice in writing by either party that the Project Mediator be appointed and whose expenses shall be borne half by the Owner and half by the Contractor. If the parties are unable to agree on a Project Mediator, Mediation Yukon or another neutral appointing authority agreed to by both parties shall appoint the Project Mediator.
- 6.3 The Contractor shall be conclusively deemed to have accepted a decision of the Project Manager made pursuant to paragraph 6.1, and to have exclusively waived and released the Owner from any claims in respect of the particular matter dealt with in that decision unless, within 10 days after the receipt of the Project Manager's decision the Contractor sends a written notice to the Owner that the Contractor intends to dispute the decision, and such notice shall set forth particulars of the matters in dispute, the probable extent and value of damages and the relevant provisions of the Contract Documents.
- 6.4 If the matter in dispute is not resolved promptly, the Project Manager will give such instructions as in the Project Manager's opinion are 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 so doing neither party will jeopardize any claim the party 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 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, including costs resulting from interruption of the Work.
- 6.5 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, in the case of the Contractor, notice has been given in accordance with paragraph 6.3 and the instructions as provided in paragraph 6.4 have been carried out.
- 6.6 In recognition of the obligation by the Contractor to perform the disputed work as provided in paragraph 6.4, settlement of dispute proceedings shall be commenced immediately following receipt by the Owner of the notice pursuant to paragraph 6.2 in accordance with the procedure set out in this General Condition.
- 6.7 The parties shall make all reasonable efforts to resolve their dispute by negotiations and agree to provide, without prejudice, frank, candid and timely disclosure of relevant facts, information and documents to facilitate these negotiations. If the parties are unable or unwilling to make full disclosure or negotiations are not feasible and the requirement of paragraph 6.4 have been fulfilled, the commencement of the process outlined in paragraphs 6.7 to 6.13 may be delayed until Substantial Performance of the Work unless timely resolution of the dispute is essential to the performance of the Contract in which case the parties may elect to proceed with mediation under paragraph 6.8 or to proceed directly to arbitration under paragraph 6.10.
- 6.8 After a period of 10 working days of commencing negotiation, the parties shall request the Project Mediator to assist the parties to reach agreement on any unresolved dispute. The mediated negotiations shall be conducted in accordance with the latest edition 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.
- 6.9 If the dispute has not been resolved within 10 working days after the Project Mediator was requested under paragraph 6.8 or such further period agreed by the parties, the Project Mediator shall terminate the mediated negotiations by giving notice in writing to both parties.
- 6.10 By giving a notice in writing to the other party, not later than 10 working days after the date of termination of the mediated negotiations under paragraph 6.9, either party may refer the dispute to be finally resolved by arbitration under the latest edition 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. The arbitration shall be conducted in the Yukon.

- 6.11 If the parties, within the time limits specified in the Arbitration Rules, are unable to agree on a single arbitrator, 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.
- 6.12 On expiration of the 10 working days, the arbitration agreement under paragraph 6.10 is not binding on the parties and, if a notice is not given under paragraph 6.10 within the required time, the parties may refer the unresolved dispute to the courts or to any form of dispute resolution, including mediation or arbitration, which they have agreed to use.
- 6.13 If neither party requires by notice in writing given within 10 working days of the date of notice requesting arbitration in paragraph 6.10 that a dispute be arbitrated immediately, all disputes referred to arbitration as provided in paragraph 6.10 shall be:
- (a) held in abeyance until:
 - (i) Substantial Performance of the Work;
 - (ii) the Contract has been terminated; or
 - (iii) the Contractor has abandoned the Work,whichever is earlier and
 - (b) consolidated into a single arbitration under the Arbitration Rules.
- 6.14 In the event that necessary parties to a mediation or arbitration are not legally bound by the Provisions of paragraphs 6.1 through 6.14 and such parties refuse or fail to participate in the mediation or arbitration, then the Owner or Contractor may refer the unresolved dispute to the courts or, by mutual agreement, to any form of dispute resolution including mediation or arbitration with the understanding that the other necessary parties will not be bound by such resolutions.

GC7 ASSIGNMENT AND SUBCONTRACTING

- 7.1 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.
- 7.2 The Contractor will incorporate the terms and conditions of the Contract into all subcontract agreements with the Subcontractors and will be as fully responsible to the Owner for acts and omissions of the Subcontractors and those persons directly or indirectly employed by them as for acts and omissions of persons directly employed by the Contractor.

GC8 COOPERATION WITH OTHER CONTRACTORS

- 8.1 The Owner reserves the right to let separate contracts or work orders or do any of the Work by its own forces.
- 8.2 The Contractor will cooperate fully with other contractors or workers sent to the Place of the Work by the Owner. If the sending onto the Place of the Work of other contractors and workers could not have been reasonably foreseen by the Contractor when entering into the Contract and if, in the opinion of the Project Manager, the Contractor has incurred additional expense by such action, and if the Contractor has given written notice of claim within 30 days of such action, the Owner will pay the costs of such additional expense to the Contractor calculated in accordance with GC9 - DETERMINATION OF COSTS.

GC9 DETERMINATION OF COSTS

For the purposes of GC2 - PROJECT MANAGER'S RIGHTS AND OBLIGATIONS, paragraph 2.3, GC4 - SUSPENSION OR TERMINATION OF THE CONTRACT, paragraph 4.4 and GC5 - CHANGES IN SOIL CONDITIONS, paragraph 5.1, the amount payable to the Contractor shall, subject to the provisions of this General Condition, be mutually agreed upon by the Project Manager and the Contractor. Failing such agreement, the amount payable shall be the reasonable and proper expenses paid or legally payable by the Contractor directly attributable to the Work plus 10% of such expenses to cover overhead, including finance and interest charges, and profit, as determined and certified by the Project Manager.

GC10 CHANGES IN THE WORK

- 10.1 The Owner, without invalidating the Contract, may make changes in the Work with the Contract price and Contract time being adjusted accordingly by written order.
- 10.2 No changes in the Work shall be commenced 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.
- 10.3 When a change in the Work is proposed or required, the Contractor shall present a claim for a change in the Contract price and change in Contract time with appropriate documentation to the Owner. The Owner, upon being satisfied as to the correctness of such claim, will approve a change order which shall be issued 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.
- 10.4 If the method of valuation, measurement, change in Contract price and change in Contract time cannot be promptly agreed upon and the change must be commenced immediately, 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 GC6 - DISPUTES.

GC11 PAYMENT

- 11.1 The Owner will pay and the Contractor will accept, as full consideration for the Work performed and executed, the Contract price plus the amounts, if any, payable to the Contractor by the Owner under the Contract less the amounts, if any, payable or owing by the Contractor to the Owner.
- 11.2 The Contractor shall be entitled to receive monthly progress payments upon submitting progress claims and upon such claims being approved by progress reports issued by the Project Manager. The amount to be paid to the Contractor for a progress payment shall be 95% of the value of the Work certified by the Project Manager in the progress report as having been completed since the date of the immediately preceding progress claim, if any. The progress payment holdback of 5%, as the case may be, shall be retained by the Owner and shall become due and payable to the Contractor pursuant to paragraph 11.6.
- 11.3 30 days after receipt by the Project Manager of the progress claim and if the Contractor has made and delivered to the Project Manager the statutory declaration pursuant to paragraph 11.10, the amount of the progress claim, subject to paragraph 11.2, shall become due and payable.
- 11.4 The Project Manager, after the receipt of a written application from the Contractor for a certificate of Substantial Performance of the Work, will make an inspection of the Work to verify the validity of the application and, in consultation with the Contractor, will establish a list with an estimated value of every deficient and incomplete item of work. When the Project Manager determines that Substantial Performance of the Work has been reached, the Project Manager will issue a certificate of Substantial Performance of the Work which will document all deficient and incomplete items of 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, the Project Manager, in consultation with the Contractor, will establish a reasonable date for the Total Performance of the Work.
- 11.5 Upon Substantial Performance of the Work as certified by the Project Manager, the Owner shall pay to the Contractor the total of any outstanding progress payments then earned; LESS the progress payment holdback; LESS the amount as approved by the Project Manager obtained by multiplying by two the value of the estimated cost of the work still to be satisfactorily performed under the Contract as described in the list of deficient and incomplete work established by the Project Manager in consultation with the Contractor; and LESS the amount, if any, determined pursuant to paragraph 11.11.

Until all deficient and incomplete work is rectified and completed to the satisfaction of the Owner, the Owner may withhold the full amount approved by the Project Manager for deficient and incomplete work.
- 11.6 31 days after issuance by the Project Manager of the certificate of Substantial Performance of the Work, all holdback monies then due to the Contractor shall become due and payable LESS a warranty holdback of 5% of the Contract price for the rectification of any defects or deficiencies which may occur during the warranty period specified in the Contract unless a surety bond or an irrevocable letter of guaranteed credit acceptable to the Owner has been provided in which case such warranty holdback monies due will also become due and payable to the Contractor.

- 11.7 The Project Manager, after the receipt of a written application from the Contractor for a certificate of Total Performance of the Work, will make an inspection of the Work to verify the validity of the application. If such inspection reveals that previously identified deficiencies or incomplete work have not been corrected in a manner satisfactory to the Owner making additional inspections by the Project Manager a necessity, the Contractor shall be responsible for all additional costs incurred as determined by the Project Manager, and such costs shall be deducted from the monies due to the Contractor upon Total Performance of the Work. When the Project Manager determines that Total Performance of the Work has been reached, the Project Manager will issue a certificate of Total Performance of the Work and certify for payment the remaining monies due to the Contractor under the Contract less warranty holdback monies properly retained. The date of Total Performance of the Work shall be as stated in this certificate.
- 11.8 The release of the warranty holdback monies shall become due and payable on the expiration of the warranty period as defined in GC20 - RECTIFICATION OF DEFECTS, providing that the Owner may retain out of such warranty holdback monies any sums required to satisfy any monetary claims against the Contractor and enforceable against the Owner.
- 11.9 Notwithstanding paragraphs 11.2, 11.3, 11.5, 11.6, 11.7 and 11.8, no payment shall be due or payable if the Contractor has failed to supply any statutory declaration pursuant to paragraph 11.10 or surety bond or security deposit pursuant to GC19 - CONTRACT SECURITY.
- 11.10 Before a second and all subsequent progress claims are accepted for payment, the Contractor shall submit a statutory declaration acceptable to the Project Manager 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 of the Work.
- 11.11 If, because of climatic or other conditions reasonably beyond the control and expectation of the Contractor as determined by the Project Manager, there are items of work that the Contractor cannot perform, payment in full for work which has been performed as certified by the Project Manager 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 Project Manager determines is sufficient and reasonable to cover the cost of performing such remaining work and to adequately protect the Owner from claims.
- 11.12 A payment by the Owner pursuant to this General Condition shall not be construed as evidence that the Work is satisfactory or in accordance with the Contract.
- 11.13 Delay in making payment by the Owner under this General Condition shall not be deemed to be a breach of the Contract. However, subject to paragraph 11.9, if the Owner fails to make payment to the Contractor pursuant to paragraph 11.3, or pursuant to an award by arbitration or court, interest shall be paid at the current prime rate of the Bank of Canada on such unpaid accounts provided such accounts are greater than \$100. Such interest shall be calculated and added to any unpaid amounts monthly.
- 11.14 The Owner may set off against any amount payable or debt due by the Owner under this Contract the amount of any debt due to the Owner under this Contract or any other contract between the Contractor and the Owner.
- 11.15 If the progress claim is found to be in error or dispute, it will not be paid until the error or dispute is resolved pursuant to the provisions of this Contract.

GC12 NO ADDITIONAL PAYMENTS

The amount payable to the Contractor under this Contract will not be increased or decreased by reason of any increase or decrease in the Contract Price brought about by any increase or decrease in the cost of plant, labour or material, except that, in the event of a change in any tax that affects the cost of any materials incorporated in or to be incorporated in the Work, imposed under the Goods and Services Tax, Excise Act, the Excise Tax Act, the Old Age Security Act, or the Customs Act or Customs Tariff made public after the date of the submission of the tender, an appropriate adjustment may be made.

GC13 EXTENSION OF TIME

- 13.1 The Owner may, on the application of the Contractor made before the date fixed for achieving Substantial Performance of the Work, extend the time for achieving Substantial Performance of the Work. Whether or not the Owner grants an extension, the Contractor shall, except to the extent that the Owner is of the opinion that the need for an extension was due to causes beyond the control of the Contractor, pay to the Owner:
- (a) an amount equal to the inspection costs relating to the work incurred after the original date fixed for certification of Substantial Performance of the Work; and
 - (b) compensation for any loss or damage resulting to the Owner from failure by the Contractor to complete the Work by the original date fixed for certification of Substantial Performance of the Work.
- 13.2 If the Contractor is delayed in the performance of the Work by an act or omission of the Owner, another contractor, or anyone employed or engaged by them directly or indirectly, contrary to the provisions of the Contract Documents, then the time for achieving Substantial Performance of the Work shall be extended for such reasonable time as the Project Manager may decide in consultation with the Contractor. The Contractor shall be reimbursed by the Owner for any reasonable costs incurred by the Contractor as the result of such delay.
- 13.3 If the Contractor is delayed in the performance of the Work by labour disputes, strikes, lock-outs, 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 time for achieving Substantial Performance of the Work shall be extended for such reasonable time as the Project Manager may decide in 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 were the result of actions by the Owner. Any such extension of time shall be deemed to be full and final satisfaction for all actual and probable losses, claims, damages, causes of actions or injuries sustained or sustainable by the Contractor in respect of any such extension.
- 13.4 No extension shall be made for delay unless written notice of claim is given to the Project Manager not later than 14 days after the commencement of the delay, providing however, that in the case of a continuing cause of delay, only one notice of claim shall be necessary.

GC14 CERTIFICATES

- 14.1 On the day that the Work has been substantially completed and the Contractor has substantially performed the Contract and all orders and directions pursuant thereto to the satisfaction of the Project Manager, the Project Manager will issue to the Contractor, a certificate of Substantial Performance of the Work.
- 14.2 On the day that the Work has been totally completed and the Contractor has totally performed the Contract and all orders and directions pursuant thereto including the items of work set out in GC11 -- PAYMENT, paragraph 11.11, to the satisfaction of the Project Manager, the Project Manager will issue to the Contractor a certificate of Total Performance of the Work.

GC15 LAWS, PERMITS AND BY-LAWS

- 15.1 The Contractor shall comply with and be subject to all laws and regulations applicable to the Work, whether federal, territorial or municipal, and shall pay for all permits and certificates required in respect of the execution of the Work.
- 15.2 The Contractor shall comply with and be subject to all terms and conditions of the Employment Standards Act (Yukon), including the "Fair Wage Schedule".

GC16 WORKERS COMPENSATION

The Contractor shall, upon award of the Contract and at any time during the term of the Contract, when requested by the Owner, supply evidence of certification by the Yukon Workers Compensation Board that the Contractor and all Subcontractors are in good standing.

GC17 INDEMNIFICATION

- 17.1 The Contractor shall indemnify and save harmless the Owner, its employees and representatives from and against all claims, losses, costs, damages, suits, proceedings or actions arising out of or related to the Contractor's activities in executing the Work, other than those arising from a defect in the title to the place of the Work or the infringement of a patent arising from a design supplied by the Owner, but including the Contractor's omissions, improper acts or delays in executing the Work under the Contract.
- 17.2 The Contractor shall be responsible for any loss of or damage, excluding reasonable wear and tear, to any property of the Owner arising out of the performance of the Work whether or not such loss arises from causes beyond the Contractor's control. Such property shall only be used by the Contractor as may be directed by the Project Manager and the Contractor shall, at any time when required to do so, account to the Project Manager for the use of such property.

GC18 INSURANCE

- 18.1 Without restricting the generality of GC17 - INDEMNIFICATION, the Contractor shall provide, maintain and pay for premiums and any deductible for the following insurance:
- (a) commercial general liability insurance which shall be in the joint names of the Contractor and the Owner with limits of not less than \$2,000,000 inclusive per occurrence for bodily injury, death, and damage to property including loss of use thereof;
 - (b) builder's risk - direct damage insurance sufficient to cover the full replacement value of all work completed at all times including the value of all materials and property to be incorporated into the finished work which is payable to the Owner;
 - (c) contractor's equipment floater acceptable to the Owner; and
 - (d) automobile third party liability insurance with limits of not less than \$1,000,000 inclusive per occurrence.
- 18.2 The Contractor shall provide a certified copy of insurance coverage satisfactory to the Project Manager prior to the commencement of the Work.
- 18.3 If the Contractor fails to provide, maintain and pay for such insurance including premiums and any deductible, the Owner shall have the right to pay such amounts necessary for such insurance and give evidence of such payment to the Contractor. The cost thereof shall be payable by the Contractor to the Owner on demand or the Owner may deduct the cost thereof from monies which are due or may become due to the Contractor.

GC19 CONTRACT SECURITY

- 19.1 The Contractor shall, within (14) days of Contract award, provide the Contract Administrator with Contract Security in the form of either a performance bond and a labour and material payment bond each in the amount of 50% of the Contract price or a security deposit in the amount of 10% of the Contract price 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.
- 19.2 If any security deposit is provided by the Contractor pursuant to this Contract, it shall be dealt with in accordance with the Yukon Government Contracts Regulations, provided that if the Contractor is in breach or default under the Contract, the Owner may convert or negotiate such security to its own use.

GC20 RECTIFICATION OF DEFECTS

The Contractor will, upon notice from the Project Manager and within such time as specified in such notice, rectify at the Contractor's expense any defect or deficiency, however caused, which appears in the Work prior to and during the period of one year from the date of certification of Substantial Performance of the Work or until the date of certification of Total Performance of the Work, whichever is later.

GC21 OBLIGATIONS OF THE CONTRACTOR

- 21.1 The Contractor possesses and will provide and apply all the skill, expertise and experience reasonably required to complete the Work in a good, proper and workmanlike manner and in accordance with sound industry practise.
- 21.2 If a Contractor does not pay a Subcontractor in accordance with an 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 claim to the Contract Administrator setting out the nature and amount of such claim against the Contractor, in which case:
- (a) 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;
 - (b) 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 the Yukon or with the consent of all parties to such dispute, into a solicitor's trust account pending settlement of the claim. Such payment is sufficient discharge by the Owner of any obligation it may have to pay the money to the Contractor; and
 - (c) 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.

The Contract Administrator may require in writing that the Contractor forward by certified mail within 15 days from the date of receipt of the notice of claim, 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 Contract. The Contract Administrator may insert an advertisement in the necessary newspapers upon the certification of Substantial or Total Performance of the Work deposing to the fact that such an occasion has taken place.

- 21.3 The Contractor shall deliver a copy of paragraph 21.2 to each of the Subcontractors.
- 21.4 If any claim or demand is made by a mechanic, machinist, builder, Subcontractor, supplier, or labourer against the Owner, the Project, the Work or property interest of the Owner, the Contractor shall defend the Owner with respect to any action which may arise as a result of such claim or demand, shall reimburse the Owner for damages which may result from such action, and shall pay all legal costs incurred by the Owner in defending such action. Before the release of any holdback monies, the Contractor must file a statement with the Owner that all claims and demands for extra work or otherwise, under or in connection with the Contract, have been presented to the Project Manager and that the Contractor expressly releases the Owner from all claims and demands except those made in writing prior to that date and still unsettled.

GC22 CONTRACTOR'S SUPERINTENDENT AND WORKERS

- 22.1 The Contractor shall keep a competent superintendent at the place of the Work at all times during the progress of the Work unless otherwise authorized by the Project Manager. The superintendent must be acceptable to the Owner and have the authority to receive on behalf of the Contractor any order or communication in respect of the Contract. Any superintendent or workers of the Contractor not acceptable to the Owner because of incompetency, improper conduct or security risk shall be removed from the place of the Work and replaced forthwith by the Contractor.
- 22.2 The Contractor shall maintain good order and discipline among employees engaged for the Work and shall not employ on the Work anyone not skilled in the task assigned to him or her.
- 22.3 The Contractor shall endeavor to employ only Yukon certified journeyman level tradespersons and Yukon registered apprentice workers for work requiring skills of any trade.

GC23 MATERIALS AND EQUIPMENT

All materials and plant used or provided for the Work shall be the property of the Owner, shall not be removed from the place of the Work and shall be used only for the purpose of the Work until the Project Manager shall certify that they are, if not incorporated in the Work, no longer required for the purpose of the Work. The Contractor shall be liable for all loss or damage to material or plant that is the property of the Owner by virtue of this General Condition.

GC24 PUBLICITY

The Contractor shall not permit any public ceremony or erect or permit the erection of any sign or advertising in connection with the Work without the prior written approval of the Project Manager.

GC25 CLEANING OF WORK

The Contractor shall maintain the place of the Work in a tidy condition free from the accumulation of waste products and debris and, upon completion of the Work, the Contractor shall remove all tools, materials, waste products and debris, other than that caused by the Owner or other contractors, and leave the place of the Work clean and suitable for occupancy by the Owner. The maintenance and final cleaning of the place of the Work shall be to the satisfaction of the Project Manager.

GC26 RIGHTS AND REMEDIES

- 26.1 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.
- 26.2 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either 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.

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.
 - ii) 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 Subcontractors' 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.
- .2 Youth means a Yukon resident who is between the ages of 16 and 24 inclusive and 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 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 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 Subcontractors to be used on the contract (Form BIP03). The listing for each Subcontractor 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 Subcontractor 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 Subcontractor, 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 Subcontractor, 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 Subcontractor.
- 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 Subcontractor 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

FORMULAIRE DE RENSEIGNEMENTS ET AUTORISATION DE DIVULGUER DES RENSEIGNEMENTS

PROJECT:
PROJET : _____

CONTRACTOR:
ENTREPRENEUR/ENTREPRENEUSE : _____

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 registration history with the Yukon Health Care system and date of birth.
Par la présente, j'autorise la divulgation des renseignements suivants au gouvernement du Yukon et j'autorise la Direction des services de santé à révéler au Bureau d'aide à entreprise la date à laquelle j'ai été inscrit(e) dans le système de santé du Yukon ainsi que ma date de naissance.

Employee's Name (Printed)
Nom de l'employé/employée (en lettres détachées)

Employee's Signature
Signature

PERSONAL INFORMATION • RENSEIGNEMENTS PERSONNELS	
1. Normal Place of Residence Lieu de résidence habituel	
Municipality and Territory/Province Municipalité et territoire ou province	
Since When (Date - Month Day Year) Résident/résidente depuis (mois, jour, année)	
2. Accommodation at Job Site Hébergement sur le chantier	
Type (Hotel, residence, camp, other - describe) Type (hôtel, résidence, camp, autre (décrire))	
Meals included (Yes or No) Repas compris (oui ou non)	
3. Date of Hire on Job Site Date d'embauche au chantier	
TRADE INFORMATION • RENSEIGNEMENTS PROFESSIONNELS	
1. Registered Trade Métier	
2. Trade Status (Apprentice, Journeylevel, Not Certified) Niveau professionnel (apprenti/apprentie, compagnon/compagne, non accrédité(e))	
3. Point of Registry (Where employee is registered) lieu d'enregistrement de l'employé	
4. Registration or Apprenticeship Contract # Numéro d'enregistrement ou du contrat d'apprentissage	
PROOF OF YUKON RESIDENCY • PREUVE DE RÉSIDENCE AU YUKON	
1. Yukon Health Care Registration Number Numéro d'inscription pour l'usage des services de santé	
2. Date of Yukon Health Care Registration Date d'inscription dans le système de santé du Yukon	
3. Other (Describe and attach appropriate document) Autres (décrire et joindre la documentation)	

PERIOD COVERED – FROM: _____ TO: _____

PROJECT _____

CONTRACTOR: _____

SUBMITTED BY: _____

SHEET _____ OF _____

List of all employees whether Yukon residents or not

Employee Name	Permanent Address	Type of Work Performed (i)	Youth Y/N (ii)	Apprentice Contract No. (if applicable)	Hourly Rate (iii)	FWS Rate (iv)	Hours Worked (v)	Less Other Wage Subsidies (\$ per hour) (vi)	Benefits (vii)	Vacation Pay	Total Wages & Benefits (viii)

Permanent Address = Municipality/Area and Territory/Province – normal place of residence (v) Hours Worked = Total hours worked during the period (indicate whether regular or overtime and use separate lines for regular and overtime)

(i) Type of Work = Carpenter, Labourer etc – as defined in the Fair Wage Schedule (v1) Less Other Wage Subsidies = Deduct other wage subsidies received from others. Identify the per hour rate (\$ per hour)

(ii) Youth = A Yukon resident between the ages of 16 and 24 inclusive (vii) Benefits = Employer contribution to supplementary health, life, disability insurance and pension plans if applicable

(iii) Hourly Rate = Rate of pay for this employee (viii) Total Wages Paid = All wages/benefits/vacation pay for the period (paid or payable)

(iv) FWS Rate = Hourly wage required under the Fair Wage Schedule

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 36 Canadian Electrical Code – Part 1 C22.1-06.

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 2005

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 2005

- (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 – NFC 2005 – 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 – 2005, 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 2005 Sprinkler Systems; NFPA 13; NFC 2005, 6.4 Water Supply Systems (Maintenance)

5. Removal of Protection Provided by Fire Protection Systems NFC Section 6.1.1.4

- (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 2005 Section 3.2.5 NFC 2005 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 2005

- (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.

Fair Wage Schedule

All Yukon Government Public Works contracts are subject to the Fair Wage Schedule wage rates established pursuant to the *Employment Standards Act*.

Public Works are defined as:

- a) Building construction
- b) Heavy construction
- c) Road, sewer and water main 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 set out the applicable apprentice rates of pay.

Effective April 1, 2006 and on April 1st of each subsequent year, all rates in the Fair Wage Schedule will be increased by the annual increase in the Consumer Price Index for Whitehorse maintained by Statistics Canada.

The current, applicable Fair Wage Schedule rates must be paid to all employees working on Public Works contracts. At all times during the life of a Public Work contract, all employees must be paid the rates as adjusted from time to time in accordance with the legislation, as soon as the adjustments come into force.

The current applicable Fair Wage Schedule can be found at:
www.community.gov.yk.ca/labour/fairwg.html
or by contacting Labour Services at 667 – 5944.

In the event of an inconsistency between the information posted on the above website and the *Employment Standards Act* and its regulations, *the Employment Standards Act* and regulations will govern.