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Highways and Public Works  
Property Management Division  
PO Box 2703, Whitehorse, Yukon Y1A 2C6

DATE: July 22, 2022

Sent via Electronic Mail

TO: 75(1)(a)(ii)

Dear 75(1)(a)(ii)

RE: 75(1)(a)(ii)

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This note is just to confirm the substance of our recent conversation on compliance with the contractual provisions in relation to Yukon First Nations (YFN) Procurement Policy. 75(1)(a)(ii)

including, but not limited to: its Yukon First Nation subcontracting commitments ("YFN Commitments") (see: Articles of Agreement – Unit Price Table, GC 3.14, and section 3.0 of the Project Specific Terms and Conditions).

Upon completion of the Project 75(1)(a)(ii) fails to fully complete its YFN Commitments, Government of Yukon ("YG") reserves the right to withhold and/or deduct payment for any unfulfilled commitments and related losses in addition to any other rights and remedies under the Contract, Failure to fulfill YFN commitments may also impact 75(1)(a)(ii) performance evaluation under Government of Yukon's Vendor Performance Review Program.

If you have any further questions or concerns, or would like to discuss this matter further, please feel free to contact me.

Sincerely,

*Michael Zuccarini*

Michael Zuccarini, P. Eng.  
Director, Capital Development  
michael.zuccarini@yukon.ca  
867-332-1527

cc:

Cara Sandulak, Senior Program Manager, Yukon Government

Darren Kates, Project Manager, Yukon Government

Katie Munroe, Director of Procurement Support Centre, Yukon Government

Meaghan Griffin, Senior Procurement Advisor, Yukon Government



Highways and Public Works  
PO Box 2703, Whitehorse, Yukon Y1A 2C6

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October 13, 2023

75(1)(a)(ii)

Dear 75(1)(a)(ii)

Re: 75(1)(a)(ii)

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The date for Substantial Performance of the Work under the Contract, is identified in Article 1.3 of the Contract, which was 75(1)(a)(ii) extended the date to 75(1)(a)(ii)  
75(1)(a)(ii)

**PLEASE TAKE NOTICE** that 75(1)(a)(ii) is currently in breach of Article 1.3 and SGC 6.5.8 of the Contract and has not attained Substantial Performance of the Work by 75(1)(a)(ii) as agreed to.

The Government of Yukon ("YG") reserves all rights and remedies under the Contract, in law or equity related to the breaches above and resulting delays, including, but not limited to: all costs, expenses, and damages related to or arising from late completion of the Work. YG also reserves the right to set off any costs or expenses from such delays from other claims 75(1)(a)(ii) has made in relation to the Work or Contract.

If there are any further questions or concerns, please feel free to contact me by phone at 867-334-9863 or email at [Miguel.Marques@yukon.ca](mailto:Miguel.Marques@yukon.ca).

Sincerely,

Miguel Marques  
Project Manager, Major Projects  
Highways and Public works | Property Management Division

**Cc. Nick Rodger, Director, Major Projects**  
**s.75(1)(a)(ii) , Project Manager, 75(1)(a)(ii)**