



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

DATE: J	luly 22, 2022	Sent via Electronic Mail

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

Dear 75(1)(a)(ii)

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

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, P. Eng.

Michael Zuccarini

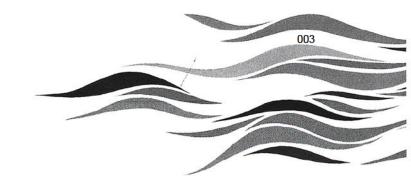
Director, Capital Development michael.zuccarini@yukon.ca

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





October 13, 2023

75(1)(a)(ii)

Dear

75(1)(a)(ii)

Re:

75(1)(a)(ii)

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

**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 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 <a href="Miguel.Marques@yukon.ca">Miguel.Marques@yukon.ca</a>.

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,  $^{75(1)(a)(ii)}$